

REF LOAN # #050900-0

THIS INSTRUMENT WAS PREPARED
BY:

✓ Frank K. Bynum

2100 - 16th Avenue, South
Birmingham, AL 35205

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ASSUMPTION AGREEMENT

THIS AGREEMENT made this 15th day of March 19 85, by and between _____
P. Hal Wheat and wife, Kathy J. Wheat (Sellers); Real Estate Financing, Inc.

(Lender); and Michael R. Allen and wife.
Marcia J. Allen (Purchasers); witnesseth as follows:

WHEREAS, Sellers are liable for payment to the Lender of a Promissory Note in
the original sum of \$ 52,650.00 dated 12/5/79, which Note is
secured by a Mortgage of the same date recorded in the Office of the Judge of Probate
of Shelby County, Alabama, in Real Property Book 398, at
Page 949, securing the following described:
Lot 18, according to the Survey of Woodland Hills,
First Phase, Fifth Sector, as recorded in Map Book 7,
Page 152, in the Office of the Judge of Probate of
Shelby County, Alabama.

and the Lender now being the owner and holder of said Note and Mortgage, and;

WHEREAS, Sellers have conveyed or are about to convey the said real property
described in said Mortgage to the Purchasers; NOW THEREFORE, in consideration of the
premises and of the agreement set forth herein, it is hereby agreed as follows:

1. Lender does hereby consent to the sale and conveyance of the property
conveyed under Mortgage by Sellers to Purchasers.
2. Purchasers agree to perform each and all of the obligations provided in said
Mortgage to be performed by Sellers at the time, and in the manner and in all respects
as therein provided.
3. Purchasers agree to be bound by each and all of the terms and provisions of
said Mortgage as though said Note and Mortgage, had originally been made, executed and
delivered by Purchasers.
4. That the real property together with all improvements thereon described in
said Mortgage shall remain subject to the lien, charge or encumbrances of said
Mortgage, and nothing herein contained or done pursuant hereto shall effect or be
construed to effect the liens, charges, or encumbrances or except as therein otherwise
expressly provided to release or effect the liability under or on account of said Note
and Mortgage.
5. That in this Agreement, the singular number includes the plural, and plural
number includes the singular.

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6. That this Agreement applies to and binds all parties hereto and the respective heirs, devisees, administrators, executors, successors and assigns.

Michael R. Allen
PURCHASER Michael R. Allen
Marcia J. Allen
PURCHASER Marcia J. Allen

P. Hal Wheat
SELLER P. Hal Wheat
Kathy J. Wheat
SELLER Kathy J. Wheat

STATE ALABAMA

COUNTY OF JEFFERSON

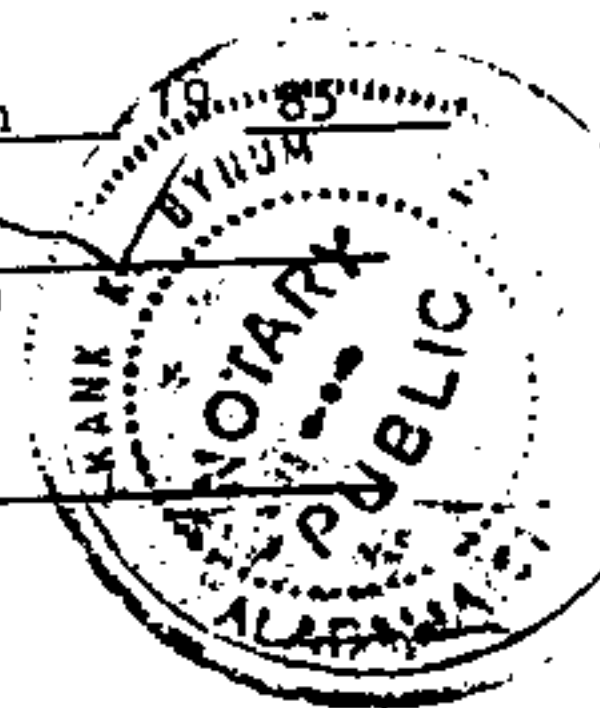
I, the undersigned, a Notary Public in and for said County in said State, do certify that Michael R. Allen and wife, Marcia J. Allen, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day of the same bears date.

GIVEN under my hand official seal this the 15th day of March 1985

[Signature]
NOTARY PUBLIC

11/20/88

COMMISSION



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STATE ALABAMA

COUNTY OF JEFFERSON

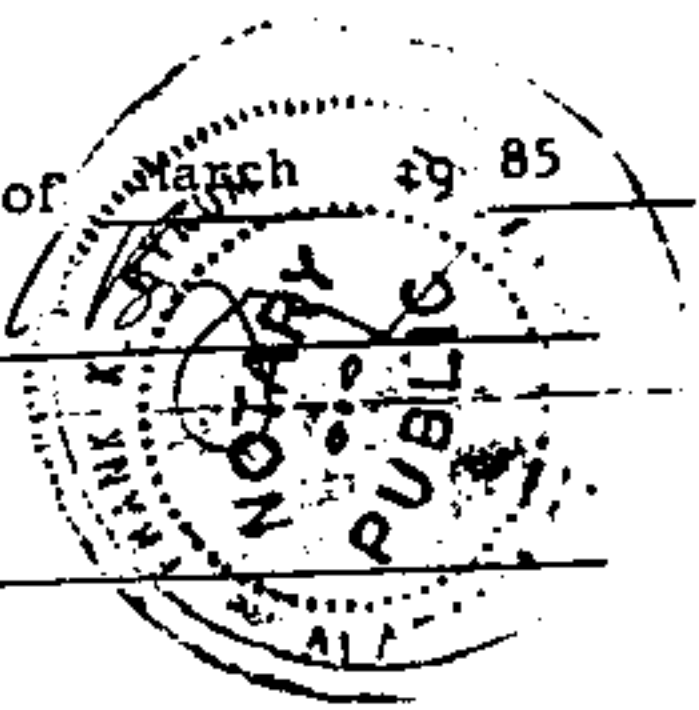
I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that P. Hal Wheat and wife, Kathy J. Wheat, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day of the same bears date.

GIVEN under my hand official seal this the 15th day of March 1985

[Signature]
NOTARY PUBLIC

11/20/88

COMMISSION



STATE OF ALABAMA
I CERTIFY THIS
NOTARY PUBLIC

1985 MAR 19 AM 10:17

[Signature]
NOTARY PUBLIC

RECORDING FEES

Recording Fee \$ 5.00
Index Fee 1.00
TOTAL \$ 6.00