

William H. Halbrooks, Attorney
Suite 820 Independence Plaza
Birmingham, AL 35209

1287

ASSUMPTION AGREEMENT

THIS AGREEMENT made this 25th day of March 85, by and between Robert C. Goostree and Shirley S. Goostree

(Sellers); Real Estate Financing

Inc (Lender); and Ryck C. Hundredmark and

Linda F. Cantrell (Purchasers); witnesseth as follows:

WHEREAS, Sellers are liable for payment to the Lender of a Promissory Note in the original sum of \$38,900.00 dated Nov 24, 1975, 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 327, at Page 268*, and rerecorded in Mortgage Book 327, page 481, securing the following described:

ot 13, according to the Survey of Indian Valley Fifth Sector as recorded in Map Book 5, page 100, in the Probate Office 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.

✓ WILLIAM H. HALBROOKS
SUITE 820
#1 INDEPENDENCE PLAZA
BIRMINGHAM, AL 35209

BOOK 024 PAGE 950

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

[Signature]
PURCHASER

[Signature]
PURCHASER

[Signature]
SELLER

[Signature]
SELLER

STATE OF ALABAMA

COUNTY JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, do certify that Ryck C. Hundredmark and Linda F. Cantrell 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 25th day of March 19 85.

STATE OF ALA. SHELBY CO.

I CERTIFY THIS INSTRUMENT WAS FILED

1985 APR 24 AM 10:23

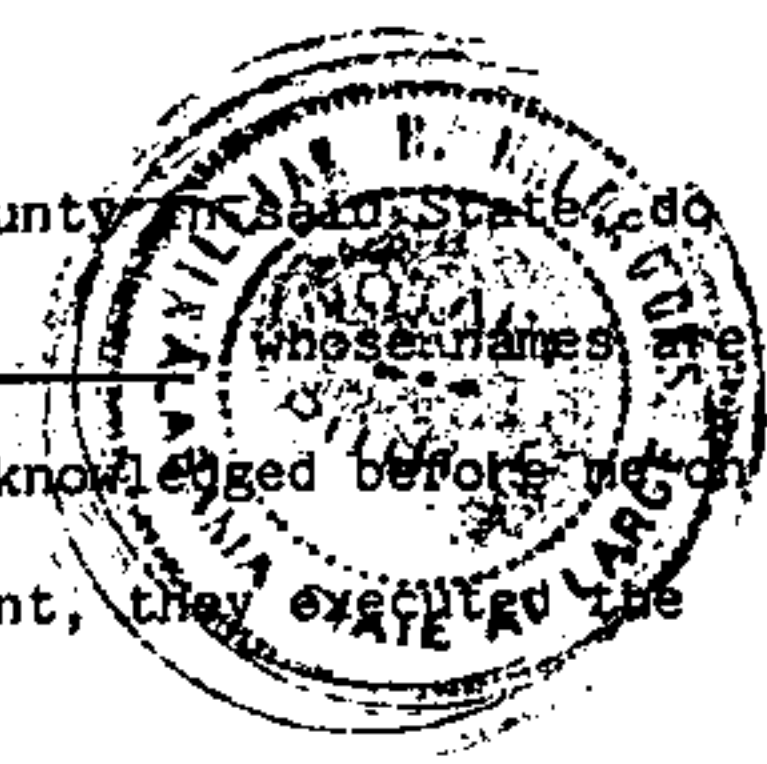
[Signature]
JUDGE OF PROBATE

Rec. 5.00
Ind. 1.00
6.00

[Signature]
NOTARY PUBLIC

4 21 88

COMMISSION



BOOK 024 PAGE 951

STATE OF ALABAMA

COUNTY JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Robert C. Goostree and Shirley S. Goostree, 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 25th day of March 19 85.

[Signature]
NOTARY PUBLIC

4 21 88

COMMISSION