

Courtney H. Mason, Jr.

P. O. Box 360187

Birmingham, Al

ASSUMPTION AGREEMENT

THIS AGREEMENT made this 17th day of July 1985, by and between Oliver N. and Wendy W. Harris (Sellers); Real Estate Financing, Inc. (Lender); and L. Earl Tew and Juanita S. Tew (Purchasers); witnesseth as follows:

WHEREAS, Sellers are liable for payment to the Lender of a Promissory Note in the original sum of \$ 52000.00 dated March 14, 1979, 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 389, at Page 571, securing the following described:

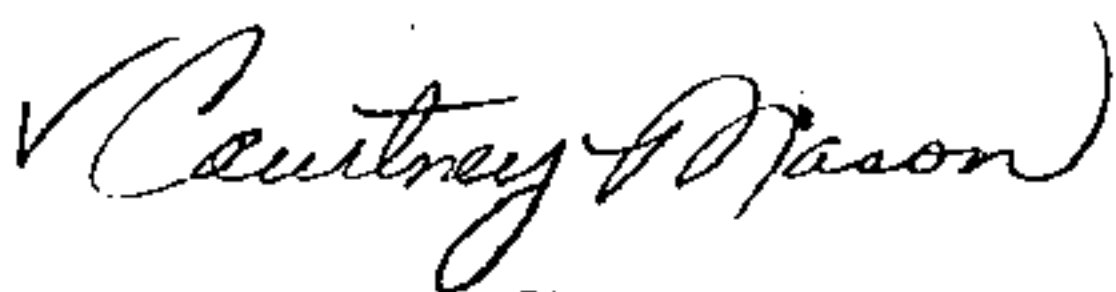
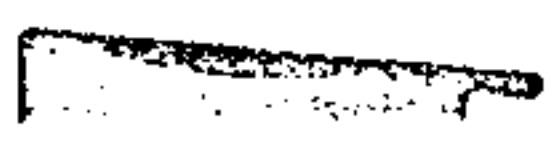
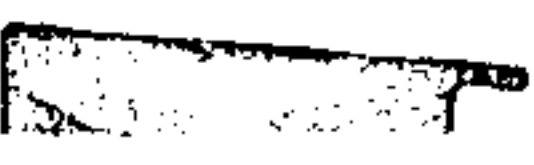
Lot 9, Block 2, Gross' Addition to Altadena South, 1st Phase, 1st Sector, Map Book 5 page 122, Shelby County, Alabama.

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.

BOOK 041 PAGE 658

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

L. Earl Tew
PURCHASER

Juanita S. Tew
PURCHASER

Oliver M. Harris
SELLER

Wendy W. Harris
SELLER

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County in said State, do certify that L. Earl Tew and Juanita S. Tew, 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 17th day of July, 1985.

[Signature]
NOTARY PUBLIC

4/9/87

COMMISSION

STATE OF ALABAMA
NOTARY PUBLIC
INSTRUMENT NO. 1000000000

1985 SEP 18 AM 10:51

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Oliver M. Harris and Wendy W. Harris, 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 17th day of July, 1985.

[Signature]
NOTARY PUBLIC

4/9/87

COMMISSION

Rec. 500
Ind. 100
600