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THIS INSTRUMENT WAS PREPARED BY: Jim M. Sandefer #4 Office Park, Suite 120 Birmingham, Alabama 35223

ASSUMPTION AGREEMENT

	THIS	AGREEM	ENT ma	$de\ this\ _$	day of			, 1986,	by and	d between	
K &	C BU	ILDERS,	INC.	(Seller);	TAYLOR &	MATHIS	0F	ALABAMA,	INC.,	as agents	for
2154 TRADING CORPORATION, a corporation, d/b/a INVERNESS (Lender); and											
JAM	ES C.	RANELL	I and	KATHY R.	RANELLI (Purchase	ers));			

WITNESSETH as follows:

WHEREAS, Seller is liable for payment to the Lender of a Mortgage Note in the original sum of <u>Seventeen Thousand Nine Hundred Fifty and No/100 Dollars</u>

(\$17,950.00) dated June 23, 1986, 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 Mortgage Book No. <u>079</u>, at Page <u>742</u>, securing the following described:

Lot 18, Block 1, according to the Plat of Woodford, a Subdivision of Inverness as recorded in Map Book 8, Page 51, 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 Purchaser;

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 Purchaser.
- 2. Purchaser agrees 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. Purchaser agrees 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 Purchaser.
- 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 except as therein otherwise expressly provided to release or effect the liability under or on account of said Note and Mortgage.



- That in this Agreement, the singular number includes the plural, and the plural number includes the singular.
- That this Agreement applies to and binds all parties hereto and the respective heirs, devisees, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Assumption Agreement to be executed on the year and day first above written.

WITNESS:

SELLER:

K & C BUILDERS, INC.

LENDER:

By:

TAYLOR & MATHIS OF ALABAMA, INC. as agents for

2154 TRADING CORPORATION, a corporation d/b/a INVERNESS

PURCHASER(S):

STATE OF ALABAMA SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that J. E. Kelly , whose name as President of K & C BUILDERS, INC., a corporation, is signed to the foregoing Assumption Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the Assumption Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 3^{20} day of $\sqrt{3}$ 1986.

My Commission Expires April 29, 1989

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I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Nona M. Sandefer , whose name as Operations Manager of TAYLOR & MATHIS OF ALABAMA, INC., a corporation, as agents for 2154 TRADING CORPORATION, a corporation d/b/a INVERNESS, is signed to the foregoing Assumption Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the Assumption Agreement, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as agent for said 2154 Trading Corporation, a corporation d/b/a Inverness.

Given under my hand and official seal, this $\frac{200}{5}$ day of 1986.

Landon

My Commission Expires April 29/1989/

STATE OF ALABAMA SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that <u>James C. Ranelli and Kathy R. Ranelli</u>, whose names are signed to the foregoing Assumption Agreement, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the Assumption Agreement, they executed the same voluntarily.

Given under my hand and official seal, this 3^{P} day of 1986.

Notary Public

My Commission Expires April 29, 1989

STATE OF ALA, SHELBY CO.

I CERTIFY THIS
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TOTAL \$ 8.50

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