

THIS INSTRUMENT WAS PREPARED
BY:LARRY L. HALCOMB
ATTORNEY AT LAW
1112 OLD MONTGOMERY HIGHWAY
HOMEWOOD, ALABAMA 3620617
ASSUMPTION AGREEMENT

THIS AGREEMENT made this 28th day of Oct. 1986, by and between Charles S. McCormick & Bonnie A. McCormick (Sellers); Real Estate Financing, Inc. (Lender); and Charles Belon McCormick and _____ (Purchasers); witnesseth as follows:

WHEREAS, Sellers are liable for payment to the Lender of a Promissory Note in the original sum of \$ 41,600.00 dated 10/25/79, 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 397, at Page 802, securing the following described:

Lot 15, in Block 4, according to the Survey of Willow Glen, as recorded in Map Book 7 page 101 in the Office of the Judge of Probate of Shelby County, Alabama; being situated in 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.

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

Charles B. McCormick
PURCHASER Charles Belon McCormick

PURCHASER

Charles S. McCormick
SELLER Charles S. McCormick

Bonnie A. McCormick
SELLER Bonnie A. McCormick

STATE OF ALABAMA

JEFF. COUNTY

I, Larry L. Halcomb, a Notary Public in and for said County in said State, do certify that Charles Belon McCormick and _____, 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 28th day of Oct. 1986.

NOTARY PUBLIC

My Commission Expires January 29, 1990

COMMISSION

BOOK 698 PAGE 141

STATE OF ALABAMA

JEFF. COUNTY

I, Larry L. Halcomb, a Notary Public in and for said County in said State, do hereby certify that Charles S. McCormick and Bonnie A. McCormick, 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 28th day of Oct. 1986.

NOTARY PUBLIC

My Commission Expires January 29, 1990

COMMISSION

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1986 NOV -3 AM 8:25

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

RECORDING FEES

Recording Fee \$ 5.00

Index Fee 1.00

TOTAL \$ 6.00