

1156

Form FmHA 1965-13 (11-84)	Case No. 0159-424724087
UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION	Type of Loan EM (Specify) <input type="checkbox"/> Direct <input checked="" type="checkbox"/> Insured
BOOK 110 PAGE 405 ASSUMPTION AGREEMENT (FARMER PROGRAM LOANS)	<input type="checkbox"/> Eligible Transferee <input checked="" type="checkbox"/> Ineligible Transferee <input checked="" type="checkbox"/> Transfer for full amount of debt <input type="checkbox"/> Transfer for less than full amount of debt <input checked="" type="checkbox"/> Transferor released from personal liability <input type="checkbox"/> Transferor NOT released from personal liability <input type="checkbox"/>

THIS AGREEMENT dated January 15, 19 87, between the United States of America, acting through the Farmers Home Administration (called the "Government"), and Peryar and Ada McCrimon,
and Larry D. and Glenda McCrimon
(called the "assuming parties"), whose post office address is Route 2, Box 267, Vincent, AL 35178

BECAUSE the Government is the holder or insurer of loan(s) evidenced by certain debt instrument(s) executed by the present debtor(s) Peryar and Ada McCrimon, Otis and Alice McCrimon
Case number 0159418587903, and identified as follows:

TABLE I

Instrument	Executed	Principal Amount	Unpaid on Date Hereof		Int. Rate	Ins. Chg. Rate
			Principal	Accrued Interest		
Promissory Note	04/15/82	15,000	10,309.61	6,331.51	16%	

BECAUSE in connection with such loan(s) the following-described security instrument(s) were taken on property described therein and located in Shelby County, State of Alabama

TABLE II

Instrument	Executed	Office Where Recorded or Filed	Book, Volume, or Document	Page
Real Est. Mort.	11/12/78	Judge of Probate	385	714
" " " " "	05/11/84	" " " " "	448	448
" " " " "	05/03/85	" " " " "	025	994

THEREFORE, in consideration of (i) the assumption of indebtedness as herein provided, and (ii) the Government's consent to such assumption and to any accompanying conveyance or transfer of security property to the assuming parties, it is agreed as follows:

1. The assuming parties hereby jointly and severally assume liability for and agree to pay to the order of the Government or to the order of the insured lender through the Government if and when an insured lender is the holder of said debt instrument(s), at the office of the Farmers Home Administration shown below, the amounts, and at the times, specified in the following subparagraph (a) or (b) designated by an X in the appropriate block:

(a) ☐ THE SUM OF _____ dollars
(\$ _____), plus INTEREST on the UNPAID PRINCIPAL at the rate of _____ PERCENT
(_____ %) PER ANNUM, in _____ installments as follows:
\$ _____ on _____, 19 _____,
and \$ _____ thereafter on the _____ of each _____
until the PRINCIPAL and INTEREST are fully paid except that the FINAL INSTALLMENT of the entire indebtedness evidenced
hereby, if not sooner paid, shall be due and PAYABLE _____ (_____) YEARS
from the DATE of this assumption agreement.

(b) ☒ Of the entire unpaid indebtedness under said debt and security instrument(s), the sum of Ten Thousand Three
Hundred Nine Dollars And Sixty One Hundreds 10,309.61) principal, with interest thereon at the
rate of 11.25% percent per annum from the date hereof, plus Six Thousand Three Hundred
thirty One Dollars and Fifty One Hundreds
dollars (\$ 6,331.51) accrued interest as of the date hereof, without interest thereon, which accrued interest
is included to the first installment written below. The principal and interest shall be due and payable as follows:

\$ 18,442.00 on 01/01, 19 88 \$ _____ on _____, 19 _____ \$ _____ on _____, 19 _____
\$ _____ on _____, 19 _____ \$ _____ on _____, 19 _____ \$ _____ on _____, 19 _____
\$ _____ on _____, 19 _____ \$ _____ on _____, 19 _____ \$ _____ on _____, 19 _____
\$ _____ on _____, 19 _____ \$ _____ on _____, 19 _____ \$ _____ on _____, 19 _____
\$ _____ on _____, 19 _____ \$ _____ on _____, 19 _____ \$ _____ on _____, 19 _____

and \$ _____ thereafter on January 1st of each year until the indebtedness hereby assumed is paid
except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable on or before,
January 01 88
_____, 19 _____.

2. Payments shall be applied in accordance with the accounting procedures of the Farmers Home Administration.

3. If this assumption evidences a limited resource loan, the Government may CHANGE THE RATE OF INTEREST in accordance with the regulations of the Farmers Home Administration, not more often than quarterly by giving the borrower thirty (30) days prior written notice to the borrower's last known address.

4. The provisions of said debt and security instrument(s) and of any outstanding agreements executed or assumed by the present debtors pertinent thereto, shall except as modified herein, remain in full force and effect, and the assuming parties hereby assume the obligations of and agree to be bound by and to comply with all covenants, agreements and conditions contained in said instrument(s) and agreements, except as modified herein, the same as if they had executed them as of the dates thereof as principal obligors, including any obligation to pay the Government an insurance charge in addition to interest, if and as provided in any such instrument(s). Any provisions of the debt and security instrument(s) which require (a) that the borrower occupy the FmHA financed dwelling, (b) live on and operate the FmHA financed farm or (c) graduate to other sources of credit, will not apply to assumptions by an ineligible transferee.

5. This agreement shall be subject to present regulations of the Farmers Home Administration and to its future regulations which are not inconsistent with the express provisions hereof.

6. When the loan(s) hereby assumed is held by an insured lender, prepayments made by the assuming parties may, except for final payment, be retained by the Government and remitted to the holder on an annual installment due date basis or other basis established by Farmers Home Administration regulation. Final payment will be remitted promptly. The effective date of every payment made by the assuming parties shall be the date the payment is made by them. The Government will pay the interest to which the holder is entitled accruing between the effective date of the payment and the date of the Treasury check to the holder.

AS PARTNERS:

AS INDIVIDUALS:

~~Orin McCrimon~~ LDM AM
~~Akinex McCrimon~~ Am P
Peryar McCrimon Peryar McCrimon
Ada McCrimon Ada McCrimon
Larry D. McCrimon Larry D. McCrimon
Glenda McCrimon Glenda McCrimon

ASSUMING PARTIES:

Peryar McCrimon Peryar McCrimon (Borrower)
Ada McCrimon Ada McCrimon (Co-Borrower)
Larry D. McCrimon Larry D. McCrimon
Glenda McCrimon Glenda McCrimon

UNITED STATES OF AMERICA

Earl Kirtel
County Supervisor
(Title)

FARMERS HOME ADMINISTRATION

P.O. Box 797, Columbiana, Alabama 35051
(Office Address)

BOOK 110 PAGE 407

(Attachment to FmIA 1965-13)
(5-15-86) (Revision 1)

ACKNOWLEDGEMENT

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that Peryar McCrimon & wife, Ada McCrimon and Larry D. McCrimon & wife, Glenda McCrimon, whose names are signed to the foregoing assumption and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 15th day of January, 1987.

NOTARY
PUBLIC

William R. Justice
NOTARY PUBLIC

My Commission Expires 7/13/87

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, Jo Ann Barnes, a Notary Public in and for said County, in said State, do hereby certify that Earl Nichols, whose name as County Supervisor, Farmers Home Administration 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 this instrument, he, in his capacity as County Supervisor of the Farmers Home Administration and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 15th day of January, 1987.

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

1987 JAN 15 PM 3:42

My Commission Expires 7/13/87
JOCC Commission Expires September 7, 1988

RECORDING FEES

Recording Fee \$ 10.00

Index Fee 1.00

TOTAL \$ 11.00