

1645

This Consent and Assumption Agreement made as of this
24th day of February, 1987, by and between Champion Realty
Corporation (Champion) and D. Leon Ashford (Ashford),

WITNESSETH:

BOOK 136 PAGE 557
Champion is the owner of that certain Purchase Money
Mortgage executed by Dusty Bird and recorded in Book 084 at Page 944 in
the Office of the Judge of Probate of Shelby County, Alabama (the
Mortgage). Ashford desires to purchase from the said Dusty Bird the real
estate described in the Mortgage and has requested Champion to consent to
the sale and purchase thereof. Champion is willing so to consent upon the
terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the premises, and
intending to be legally bound hereby, Champion and Ashford agree as
follows:

1. Champion consents to the sale of the real estate described in
the Mortgage by the said Dusty Bird to Ashford, provided that Ashford shall
not sell or encumber said real estate or any part thereof or interest therein
without the prior written consent of Champion.

2. Ashford hereby assumes and agrees to pay and perform the indebtedness secured and obligations imposed by the Mortgage.

3. The consent by Champion set forth herein shall not constitute a waiver of any of the provisions of the Mortgage or the consent by Champion to any further sale or encumbrance of said real estate or any part thereof or interest therein.

IN WITNESS WHEREOF, Champion and Ashford have executed this agreement as of the date first above written.

CHAMPION REALTY CORPORATION

By:

E. H. DANIELS, III, VICE PRES. (PSC)

D. Leon Ashford

STATE OF TEXAS

HARRIS COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that E. H. Daniels, III whose name as Vice President of CHAMPION REALTY CORPORATION, a Delaware corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, 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 24th day of February, 1987.

[NOTARIAL SEAL]

Shelley Truchman
Notary Public

Shelley Truchman
Expires 2-9-91

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that D. Leon Ashford, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12th day of June 1987.

Mary A. Lucas
Notary Public

[NOTARIAL SEAL]

My Commission Expires: 3-11-89

This Instrument Prepared By:

J. Robert Fleenor
Bradley, Arant, Rose & White
1400 Park Place Tower
Birmingham, Alabama 35203

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

1987 JUN 18 PM 5:13

Thomas A. S. S. S.
JUDGE OF PROBATE

RECORDING FEES	
Recording Fee	\$ <u>7.50</u>
Index Fee	<u>1.00</u>
TOTAL	\$ <u>8.50</u>

BOOK 136 PAGE 559