

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.

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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.

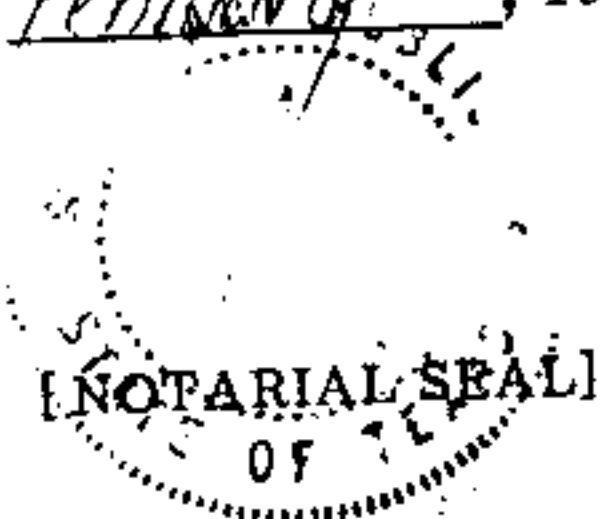
CHAMPION REALTY CORPORATION

By: [Signature] (PSC)  
E.H. DANIELS, III, VICE PRES.  
[Signature]  
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 24<sup>th</sup> day of February, 1987.



[Signature]  
Notary Public  
Shelley Trucken  
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 12<sup>th</sup> day of June 1987.

Mary A. Lucas  
Notary Public

[NOTARIAL SEAL]

My Commission Expires: 3-11-89

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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. Slaughter, Jr.  
JUDGE OF PROBATE

RECORDING FEES  
Recording Fee \$ 7.50  
Index Fee 1.00  
TOTAL \$ 8.50