389 Assumption and Release Agreement
(With Release of Obligor's Liability)

THIS AGREEMENT, made and entered into in triplicate this 30th day of June, 1987, by and between Union Bank & Trust Company, Montgomery, Alabama, as Trustee under a Trust Indenture between said Trustee and Alabama Housing Finance Authority dated as of May 1, 1985 (hereinafter referred to as "Holder"), and Karen E. Windham, (hereinafter referred to as "Assumptor") and Ellen W. Ryan, (hereinafter referred to as "Obligor").

WITNESSETH THAT:

WHEREAS, Obligor has heretofore either executed and delivered or assumed and agreed to pay for valuable consideration that certain Promissory Note in the sum of Sixty Seven Thousand, Three Hundred and Fifty Dollars Dollars ($ 67,350.00), dated September 20, 1985, which said Note is secured by a Mortgage of even date therewith, recorded in Book 042, Page 305, of the official record of Shelby County, Alabama, and

WHEREAS, the aforesaid Note and Mortgage are currently held by Holder, and

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WHEREAS, Assumptor is purchasing the property described in said Mortgage from Obligor and is willing to assume the payment of the obligations represented by said Note and Mortgage, and

NOW, THEREFORE, in consideration of the agreement and undertaking to Assumptor assuming and agreeing to pay the Note and to perform the covenants and obligations of said Mortgage securing said Note, as said Note and Mortgage are hereinafter modified, Holder hereby waives and relinquishes its right under the Mortgage to declare all sums secured by the Mortgage to be immediately due and payable by reason of the sale and transfer by waiver and relinquishment applies only to said sale, and not to any future sales of transfers.

IT IS FURTHER UNDERSTOOD AND AGREED that Holder hereby releases the Obligor from further obligation of the aforesaid Note and Mortgage.

ASSUMPTOR HEREBY AGREES to pay the indebtedness evidenced by said Note as so modified and perform each and every obligation contained therein or in any instrument at any time given to evidence or secure said indebtedness, or any part thereof, and also to comply with any covenant, condition, or obligation contained in said Mortgage.

William Halbrooks

[redacted] [redacted] [redacted]

HOLDER, OBLIGOR AND ASSUMPTOR hereby agree that the unpaid principal balance on the said Note, as of June 30, 1987, is Sixty Six Thousand Six Hundred Seventy Dollars and 63/100. ($66,670.63).

ALL PARTIES TO THIS AGREEMENT specifically undertake and agree that nothing in this Agreement shall be understood or construed to amount to a satisfaction or release in whole or in part of said Note or Mortgage, or of the property involved in the sale provided for under the terms of the Mortgage or other remedy provided by law for the foreclosure of mortgages by action or otherwise.

IT IS UNDERSTOOD AND AGREED that all terms and/or conditions of the above mentioned Note and Mortgage, including modifications thereof, if any, shall remain in full force and effect without change, except as hereinabove otherwise specifically provided. The term mortgage, as used herein, shall refer to any mortgage, deed of trust, mortgage deed, or any similar security instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

Ellen W Ryan
Ellen W. Ryan Obligor

Karen E Windham
Karen E. Windham Assumptor

_______________ Obligor

_______________ Assumptor

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IN WITNESS WHEREOF, Holder has executed this Agreement this ~~30th~~ 15th day of ~~June~~ October 1987.

Union Bank & Trust Company, Montgomery, Alabama as Trustee under a Trust Indenture between said Trustee and Alabama Housing Finance Authority dated as of May 1, 1985

Holder

ATTEST:

Diane M. Cowarter
Assistant Corporate Trust Officer

By: Sarah J Lee
Vice President — Corporate Trusts

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STATE OF Alabama

SS:

COUNTY OF Jefferson

Before me, a Notary Public in and for the jurisdiction aforesaid, this day personally appeared Ellen W. Ryan and _______________, personally know to me, to be the person(s) who acknowledged execution of the foregoing instrument.

[signature]
Notary Public

My commission expires:

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STATE OF Alabama
SS:
COUNTY OF Jefferson

Before me, a Notary Public in and for the jurisdiction aforesaid, this day personally appeared Karen E. Windham and ____________________, personally known to me, to be the person(s) who acknowledged execution of the foregoing instrument.

Wim H. Holbrook
Notary Public

My commission expires:
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STATE OF ALABAMA
SS:
COUNTY OF MONTGOMERY

Before me, a Notary Public in and for the jurisdiction aforesaid, this day personally appeared Neal J. Lee personally known to me and known to me to be the Vice President — Corporate Trusts of Union Bank & Trust Company, Montgomery, Alabama, and who, being first duly sworn, did acknowledge execution of the foregoing instrument this 15th day of October, 1987.

Barbara Gray
Notary Public

My commission expires: 4-17-91

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

88 JAN -6 PM 12:24

Rec. 7.50
Ind. 1.00
8.50

Thomas A. Snowden, Jr.
JUDGE OF PROBATE