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INDEMNIFICATION AND ASSUMPTION AGREEMENT

THIS AGREEMENT made this 30th day of March, 1989
by and between Murl J. Reaves and wife, Carrol Miller
Reaves, (hereinafter called "Seller") and Andrew B. Moore
and wife, Diane M. Moore (hereinafter called "Purchaser"),

WHEREAS, Seller is currently indebted to Benchmark
Mortgage Corporation by virtue of that certain real estate
mortgage recorded in Real 119 at Page 297 in the Probate
Office of Shelby County, Alabama, said mortgage further
being identified as Loan No. 000008649-6 with BENCHMARK
MORTGAGE CORPORATION whose address is 2483 South Linden Road,
Flint, Michigan 48532.

WHEREAS, Seller is selling to Purchaser the property
covered in said mortgage, said property being described as
follows:

Lot 4, according to Navajo Pines as recorded
in Map Book 5, page 108 in the Probate Office
of Shelby County, Alabama, being situated in
Shelby County, Alabama at 1817 Mohawk Drive,
Alabaster, Alabama.

WHEREAS, Purchaser, as part of the consideration for
the purchase of said property from Seller agrees to assume
the outstanding indebtedness secured by said Mortgage; and,

WHEREAS, Seller is aware that it will be obligated
under said mortgage individually and jointly with the
Purchaser for a period of five years from the date of sale to
Purchaser as required by HUD/FHA; and,

WHEREAS, Mortgagor has agreed to allow Purchaser to
assume the said indebtedness secured by said Mortgage; and,

WHEREAS, Purchaser agrees to pay all sums now or
hereafter due and owing under said Mortgage according to
the terms therein, said outstanding principal balance

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being the sum of \$65,388.20 with monthly principal and
interest payments of \$533.72 with a total monthly payment of
\$538.00 which includes taxes and insurance; and,

WHEREAS, Purchaser agrees to indemnify and hold
Seller harmless for its failure to abide by the terms of
said Mortgage and agrees to indemnify and hold harmless
the Seller for any losses it may incur as a result of the
Purchaser's failure to abide by the terms of said Mortgage;
and,

WHEREAS, Purchaser agrees that in the event it should
sell said property within the next five years, that said
sale shall be conditioned upon the Seller being completely
discharged and released of all liability on said Mortgage.
The failure of the Seller to obtain a full release and
discharge of the Seller at said time shall be considered
to be a breach of this Agreement.

WHEREAS, the parties agree that this Agreement shall
be governed by the law of the State of Alabama.

This agreement shall inure to and be binding upon the
undersigned, their heirs, executors, administrators,
successors and assigns.

Murl J. Reaves
MURL J. REAVES

Carrol Miller Reaves
CARROL MILLER REAVES

Andrew B. Moore
ANDREW B. MOORE

Diane M. Moore
DIANE M. MOORE

STATE OF ALA. SHERIFF
I CERTIFY THIS
INSTRUMENT WAS FILED

89 APR -4 AM 10:38

Thomas G. Anderson, Jr.
JUDGE OF PROBATE

RECORDING FEES

| | |
|---------------|---------|
| Recording Fee | \$ 5.00 |
| Index Fee | 1.00 |
| TOTAL | 6.00 |