

710
ASSUMPTION AGREEMENT WITHOUT RELEASE

THIS AGREEMENT is made this 24 day of March, 1989,
between Martin L. Muzer and Sarah D. Muzer
(here "BORROWER") and James Lee Dickey
(here "ASSUMER"), and Federal National Mortgage Association
(here "LENDER"),
for an assumption and release with respect to a promissory note
dated May 30, 1979, in the original amount of
U.S. \$ 49,250.00, bearing interest at the rate of
10.125 percent per annum, secured by a Mortgage of the same date,
made by borrower to Johnson and Associates Mortgage Company,
recorded in Mortgage Book 392, Page 331, Probate Office Shelby
County, Alabama, secured by the following described
property in Shelby County, Alabama:

Lot 48, according to the Survey of Eagle Wood Estates, First Sector,
as recorded in Map Book 7, Page 45, in the Probate Office of Shelby
County, Alabama.

which has the address of 1309 Yellowleaf Circle
Maylene, Alabama 35114 (herein "Property Address");

WHEREAS, LENDER acquired the note and Mortgage described above by
an assignment date June 4, 1979 and recorded
Official Records Book 31, Page 619 of the
County and State above and,

WHEREAS, BORROWER is indebted to LENDER under the note and
Mortgage described above, payable in 224 monthly installments of
\$436.85 due on the first day of each month, and

WHEREAS, BORROWER desires to sell and ASSUMER desires to purchase
such property subject to such indebtedness and to assume the
unpaid principal owing to LENDER, but such Mortgage requires the
written consent of LENDER prior to any sale or transfer of all or
any part of such property, and a sale or transfer without consent
of LENDER would constitute a default of such Mortgage, and
BORROWER and ASSUMER wish to obtain the consent of LENDER to such
sale or transfer;

NOW THEREFORE, for and in consideration of the granting of such
consent by LENDER and of the benefits flowing to each of the
parties hereto, they do agree as follows:

1. STATUS OF LOAN. As of the date of the transfer of the
property on March 10, 1989, or as a result of
such transfer, payments of principal and interest on the
indebtedness are current, and the unpaid principal balance of the
indebtedness to LENDER is \$45,027.13 as of such date, subject to
payment of all checks in process in collection.

2. ASSUMPTION. ASSUMER hereby assumes such indebtedness and shall hereafter make all monthly payments as called for therein. If this agreement is entered into after the date of the transfer of the property, ASSUMER agrees and tenders herewith an amount necessary to make the loan current as of the date of this agreement. Further, ASSUMER agrees to abide by all provisions of such note and of the Mortgage securing such indebtedness described above. In the event of any default by ASSUMER under the terms of such note or Mortgage, LENDER may exercise all remedies available to it under the terms of such note or Mortgage including an action at law against ASSUMER to collect any monies due under the note, and exercise the remedies contained in the non-uniform covenants of the Mortgage. ASSUMER hereby acknowledges that LENDER has made all disclosures to ASSUMER as may be required under the Consumer Credit Protection Act of 1968 and Regulation Z (Title 12, part 226, Code of Federal Regulations).

3. FUNDS FOR TAXES AND INSURANCE. BORROWER hereby relinquishes and transfers to ASSUMER all BORROWER'S interest in any monies which may be held by LENDER as escrow deposits for the purposes of application to taxes, assessments, fire or other insurance premiums, or any other purposes for which deposits are being required by LENDER.

4. FUTURE TRANSFER OF PROPERTY. ASSUMER agrees that the granting of consent by LENDER to this transfer shall not constitute a waiver of the restrictions on transfer contained in such Mortgage, and such restrictions shall continue in full force and any future transfer or sale by ASSUMER without the prior written consent of LENDER shall constitute a default of the terms of such Mortgage, and LENDER, at its option, may exercise all remedies available to it under the terms of such note and Mortgage.

5. WHEREVER the words "BORROWER" or "ASSUMER" are used in this agreement, they shall represent the plural as well as the singular, the feminine and neuter genders as well as the masculine, and shall include heirs, successors or assigns.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year aforesaid.

Signed, sealed and delivered in the presence of:

Elizabeth A. Roland
Witness

Martin L. Muzer
Witness

BORROWER:

Martin L. Muzer
Martin L. Muzer
Sarah D. Muzer
Sarah D. Muzer

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I hereby certify that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Martin L. Muzer and Sarah D. Muzer, to me known to be the persons described in and who executed the foregoing instrument, and severally acknowledged before me that they executed the same.

Witness my hand and official seal in the County and State aforesaid this 24th day of March, 1989.

Fred J. J. J. J.
Notary Public
My Commission Expires: Feb 10, 1992

Signed, sealed and delivered in the presence of:

Doris L. L. L.
Witness

Martin L. Muzer
Witness

ASSUMER:

James Lee Dickey
James Lee Dickey

STATE OF Alabama)
COUNTY OF Jefferson)

I hereby certify that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared James Lee Dickey and Martin L. Muzer to me known to be the persons described in and who executed the foregoing instrument, and severally acknowledged before me that they executed the same.

Witness my hand and official seal in the State and County aforesaid this 24th day of March, 1989.

Fred J. J. J. J.
Notary Public
My Commission Expires: Feb 10, 1992

LENDER:

BancBoston Mortgage Corporation

Signed, sealed and delivered
in the presence of:

W. L. L. L. L.
Witness

S. C. K.
Witness

By: M. D. Sawyer
Assistant Vice President

Attest: Madge M. Hagan
Assistant Secretary

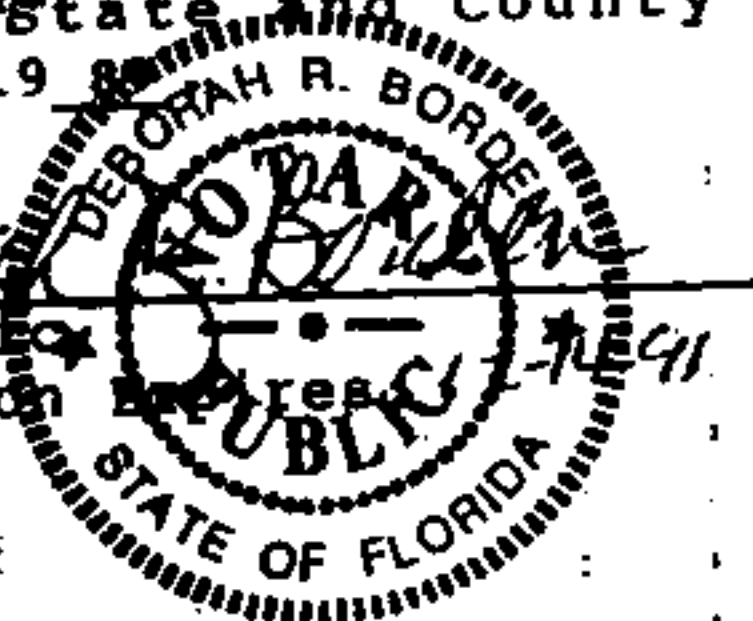
(Corporate Seal)

STATE OF Florida)
COUNTY OF Duval)

I hereby certify that on this day before me, an officer duly
authorized in the State and County aforesaid to take acknowledge-
ments, personally appeared Martha L. Sawyer and
Madge M. Hagan, to me known to be the
persons described in and who executed the foregoing instrument as
Assistant Vice President and Assistant Secretary,
respectively, of the corporation named therein, and severally
acknowledged before me that they executed the same as such
officers in the same and on behalf of said corporation.

Witness my hand and official seal in the State and County
aforesaid this 6th day of April, 19 89

Deborah R. Borden
Notary Public
My Commission Expires 12-14-91



My Commission expires
December 14, 1991.

Prepared By:

Record and Return to:

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

89 APR 14 AM 9:02

Thomas W. Saunders, Jr.
JUDGE OF PROBATE

1. Dead Tax \$ _____
2. Mtg. Tax _____
3. Recording Fee 10.00
4. Indexing Fee 2.00
TOTAL 12.00