

1348

U.S. Department of Agriculture
Farmers Home Administration

ASSUMPTION AGREEMENT
Single-Family Housing Loan(s)

☒ Sec. 502 ☐ Sec. 504
Terms: ☐ Eligible
 ☐ Ineligible

Case Number:
010590419846309

This Agreement dated November 21, 1989, is between the United States of America, acting through the Farmers Home Administration (herein called the Government), and Marsha V. Thornton
(herein called Borrower), whose mailing address is Rt. 1, Box 1065, Jemison, AL. 35085

The Government is the holder of debt instrument(s) secured by the following described security instrument(s) executed by James P. Brasher and wife, Rhonda Brasher
Case Number 0159420802057, on real property described therein which is located in Shelby County,
State of Alabama

Type Instrument	Date Executed	Office Where Recorded	Book/Volume/ Document Number	Page Number
Real Estate	8-11-83	Probate Office	435	66-69
Mortgage				

In consideration of the assumption of indebtedness as herein provided and the Government's consent to this assumption and related conveyance of the security property, if applicable, it is agreed as follows:

1. Borrower hereby assumes liability for and agrees to pay to the order of the Government at the office of the Farmers Home Administration shown below (or other location as may later be specified) the principal sum of Thirty Thousand Nine Hundred Seventy-six and sixty-two hundredths dollars (\$ 30,976.62) plus interest at the rate of Eight and three quarters percent (8 3/4 %) per annum, payable in installments as follows:

\$ 240.00 on December 21, 1989, and

\$ 240.00 thereafter on the 21st of each Month

until the principal and interest are fully paid, except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable Thirty-three (33) years from the date of this Agreement.

2. Payments of principal and interest shall be applied in accordance with Farmers Home Administration's accounting procedures in effect on the date of receipt of the payment. Borrower agrees to pay late charges in accordance with Farmers Home Administration regulations in effect when a late charge is assessed.

3. The provisions of the debt instrument(s) hereby assumed shall, except as modified herein, remain in full force and effect, and Borrower hereby assumes the obligations of and agrees to comply with all covenants, agreements, and conditions contained in said instrument(s), as modified herein, as though Borrower had executed them as of the date thereof as principal obligor(s).

4. Provisions of the debt and security instrument(s) which require that the borrower occupy the FmHA-financed dwelling or graduate to another credit source do not apply to assumption on ineligible terms.

5. This Agreement is subject to present regulations of the Farmers Home Administration and to its future regulations which are not inconsistent with the express provisions hereof.

UNITED STATES OF AMERICA

By

Edie Kirtel

County Supervisor

FARMERS HOME ADMINISTRATION (Title)

FmHA County Office Address: P.O. Box 797, Columbiana, AL. 35051

ORIGINAL - COUNTY OFFICE LOCKED FILE

Marsha V. Thornton
Borrower

Borrower

BOOK 267 PAGE 176

Form FmHA-AL-1965-15
(Attachment to Form FmHA 1965-15)
(8-6-86)

ACKNOWLEDGEMENT

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said County, in said State, do hereby certify that Marsha V. Thornton and , whose name(s) is signed to the foregoing assumption and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 21st day of November, 19 89.

(SEAL)

NOTARY PUBLIC

My Commission Expires 8/8/92

STATE OF ALABAMA

COUNTY OF SHELBY

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

89 NOV 21 PM 1:40

JUDGE OF PROBATE

I, the undersigned authority, a Notary Public in and for said County, in said State, do hereby certify that EARL NICHOLS whose name as COUNTY SUPERVISOR, Farmers Home Administration is signed to the foregoing assumption agreement, and who is known to me, acknowledged before on this day that, being informed of the contents of this instrument, he, in his capacity as COUNTY SUPERVISOR, of the Farmers Home Administration and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 21st day of November, 19 89.

RECORDING FEES

(SEAL)

Recording Fee	\$ <u>5.00</u>
<u>Cert</u>	<u>1.00</u>
Index Fee	<u>3.00</u>
TOTAL	<u>9.00</u>

NOTARY PUBLIC

My Commission Expires 9-29-91