

131  
**ASSUMPTION AGREEMENT**  
Single-Family Housing Loan(s)

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

Case Number:  
010590421119760

This Agreement dated December 1, 1989, is between the United States of America, acting through the Farmers Home Administration (herein called the Government), and Timothy R. Windham  
(herein called Borrower), whose mailing address is 300 County Road 416, Wilsonville, AL. 35186

The Government is the holder of debt instrument(s) secured by the following described security instrument(s) executed by Larry D. White and Sandra K. White  
Case Number 0159306445631, 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				
Mortgage	12-30-85	Probate Office	055	284
" "	" "	" "	055	629
" "	" "	" "	059	596

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 Forty Thousand Eight Hundred Sixty-seven and 57/100 dollars  
(\$ 40,867.57) plus interest at the rate of Eight and Three Quarters percent (8.7500 %) per annum, payable in installments as follows:

\$ 316.00 on January 1, 1990, and

\$ 316.00 thereafter on the 1st 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 Earl Nichols  
Earl Nichols  
County Supervisor

FARMERS HOME ADMINISTRATION (Title)

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

ORIGINAL - COUNTY OFFICE LOCKED FILE

Timothy R. Windham  
Borrower  
Glady Windham  
Borrower

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 Timothy R. Windham and Gladys Windham, whose name(s) are signed to the foregoing assumption and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 1st day of December, 19 89.

(SEAL)

Notary Public  
NOTARY PUBLIC

My Commission Expires 10/5/92

STATE OF ALABAMA }

COUNTY OF SHELBY }

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
89 DEC -4 AM 10:55  
Thomas A. Lawrence  
JUDGE OF PROBATE

I, Jo Ann Barnes, 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 know 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 29 day of November, 19 89.

(SEAL)

1. Deed Tax	-----	\$	-----
2. Mtg. Tax	-----	\$	-----
3. Recording Fee	-----	\$	5.00
4. Notary Fee	-----	\$	3.00
5. Notary Fee	-----	\$	-----
6. Notary Fee	-----	\$	1.00

Total ----- \$14.00

Jo Ann Barnes  
NOTARY PUBLIC

My Commission Expires Sept. 7, 1992