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ASSUMPTION AND RELEASE AGREEMENT Jacksonville, FL 32231  
(With Release of Obligor's Liability) Att: Donna J. McShane

14 THIS AGREEMENT, made and entered into in triplicate this day of March, 1986, by and between AmSouth Bank N.A., Birmingham, Alabama as Trustee under a Trust Indenture between said Trustee and Alabama Housing Finance Authority (hereinafter referred to as "Holder"), and Ronald V. Kubina and Coneith H. Kubina (hereinafter referred to as "Assumptor") and Robert G. Baty, Jr. and Cheryl D. Baty (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 Four Thousand and no/ 100 Dollars (\$ 64,000.00), dated October 18, 1983, which said Note is secured by a Mortgage of even date therewith, recorded in Book 438, Page 77, of the official record of Shelby County, Alabama, and

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

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 of 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 Obligor to Assumptor. It is agreed and understood that this waiver and relinquishment applies only to said sale, and not to any future sales or 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.

HOLDER, OBLIGOR AND ASSUMPTOR hereby agree that the unpaid principal balance on the said Note, as of 19, is Sixty Three Thousand Five Hundred Ninety Seven Dollars (\$63,597.05) and 05/100.

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 Mortgage, from the effect thereof, nor to impair the right of 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.

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

Robert G. Baty, Jr.  
Robert G. Baty, Jr. Obligor

Ronald V. Kubina  
Ronald V. Kubina Assumptor

Quit Claim Deed Book 027 Page 725  
Cheryl D. Baty Obligor

Coneith H. Kubina  
Coneith H. Kubina Assumptor

IN WITNESS WHEREOF, Holder has executed this Agreement this \_\_\_\_\_ day of February 19 90.

ATTEST:

AmSouth Bank N.A., Birmingham, Alabama  
as Trustee under a Trust Indenture  
between said Trustee and Alabama  
Housing Finance Authority dated as of  
August 1, 1983 Holder

Spellic S. Brasher  
Trust Mortgage Officer

By: [Signature]  
ITS: Vice President and Trust  
Real Estate Officer

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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 Robert G. Baty, Jr. and Cheryl D. Baty, personally known to me, to be the person(s) who acknowledged execution of the foregoing instrument.

[Signature]  
Notary Public

My commission expires: 2/23/88

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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 Ronald V. Kubina and Coneith H. Kubina, personally known to me, to be the person(s) who acknowledged execution of the foregoing instrument.

[Signature]  
Notary Public  
STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

My commission expires: 2/23/88

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STATE OF

SS:

COUNTY OF

[Signature]  
JUDGE OF PROBATE

Before me, a Notary Public in and for the jurisdiction aforesaid, this day personally appeared D. A. Ferguson personally known to me and known to me to be the Vice President and Trust Real Estate Officer of AmSouth Bank N.A., Birmingham, Alabama and who, being first duly sworn, did acknowledge execution of the foregoing instrument this \_\_\_\_\_ day of February 19 90.

[Signature]  
Notary Public

My commission expires: 6-5-93

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