

(11-84)	965-13		Case No.	01-59-		01-59-						
ASSUMPTION AGREEMENT (FARMER PROGRAM LOANS)				EM (Specify) rect Klinsured	Ineligible Transfer Of debt Transfer Inability Transfer	Transferor released from personal liability Transferor NOT released from personal liability						
THIS AGE	REEMENT dated		August 15	<u>. </u>	9 <u>90,</u> betwe	en the United	States of America					
acting through th	he Farmers Home Adm	inistration (called	the "Government")	and PERRY FARM	an ALA	BAMA GENER	ZAL.					
		(,								
PARTNERSHIE			and									
(called the "assu	ming parties"), whose	post office address	is <u>HWY 49</u>	BOX 895 COLUM	BIANA. AI	ABAMA 350	51					
<u> </u>	TRY AND WIFE, I	number 01-59	TABLE	, and identified	l as follows:							
*				n Date Hereof								
	Executed	Principal - Amount	Principal	Accrued Intere	et 1	nt. Rate	Ins. Chg. Rat					
nstrument							4740 2715 4740					
ROMISSORY	MAY 29, 1981	\$24.010.00	_21.052.81	2.454.21	5	Q						
ROMISSORY		\$24.010.00	21,052.81	2,454.21	5	g						
ROMISSORY	MAY 29, 1981	\$24.010.00	21,052.81	2,454.21	5	9						
BECAUSE	MAY 29, 1981	such loan(s) the fo	blowing-described s	ecurity instrument(s) were taken	n on property	described thereis					
BECAUSE and located in	MAY 29, 1981 in connection with	such loan(a) the fo	ollowing-described s County	ecurity instrument(s) were taken	n on property	described thereis					
BECAUSE	in connection with	such loan(a) the fo	ollowing-described s	ecurity instrument(s) were takes	n on property	described thereis					
BECAUSE and located in	in connection with a Executed Pope #	Office Wi	ollowing-described s County	State of	s) were taken	n on property	described thereis					
BECAUSE Indicated in Instrument EAL ESTATE ORTGAGE ORTGAGE ORTGAGE	in connection with a Executed Pope #	Office With	ellowing-described so County TABLE II	State of	k, Volume, o	n on property	described thereis					
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BECAUSE and located in	in connection with a fixecuted MAY 29, 1981	Office With SHELBY COUNTY	TABLE II TABLE II Y JUDGE OF PE	Book Book Book Book BATE OBATE OBATE OBATE	k, Volume, o	n on property	described therei					

THEREFORE, in consideration of (i) the assumption of indebtedness as herein provided, and (ii) the Government's consent to such assumption and to any accompanying conveyance or transfer of security property to the assuming parties, it is agreed as follows:







6. When the loan(s) hereby assumed is held by an insured lender, prepayments made by the assuming parties may, except for final payment, be retained by the Government and remitted to the holder on an annual installment due date basis or other basis established by Farmers Home Administration regulation. Final payment will be remitted promptly. The effective date of every payment made by the assuming parties shall be the date the payment is made by them. The Government will pay the interest to which the holder is entitled accruing between the effective date of the payment and the date of the Treasury check to the holder.

For the Partnership Perry Farms

Co-Signers:
Kexplan
Frede Jarry
Freina Perry
Roger Perry
UNITED STATES OF AMERICA
Sand Kintus
County Supervisor
(Title)
FARMERS HOME ADMINISTRATION
P.O.Box 797, Columbiana, AL. 35051

(Office Address)

For the Partnership

Perry Farms

Rek O. Perry

Freida Perry

Roger Perry

For the Partnership

Perry Farms

(Borrower)

(Co-Borrower)

	JOM OF LAND						dol
(\$), plus	INTEREST on the U	NPAID PRINCI	PAL at the ra	te of	u -	PERCE
(%) PER	ANNUM, in	· 	installn	nents as follows	ı:	
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and \$	PAL and INTEREST	_ thereafter on the _	nt that the ETN	IAI INGTAI	of each	entire indebted	ness evider
	ner paid, shall be due a f this assumption agree		· · · · · · · · · · · · · · · · · · ·	_	(
rate ofFOUR_ 21/100 Rdollars (\$ 2,454	ND 81/100 ONE/HALF (4½)	dollars (\$21 percent per) accrued in	052.81 annum from the	e date hereof, date hereof, v	plus TWO THO	USAND FOUR I	HUNDRED
rate ofFOUR_ 21/100 Rdollars (\$ 2,454 is included to the	ND 81/100 ONE/HALF (4½)	dollars (\$21 . percent per) accrued in en below. The princip	052.81 annum from the sterest as of the said and interest si	e date hereof, date hereof, v hall be due an	plus TWO THO vithout interest d payable as fo	USAND FOUR I thereon, which a llows:	HUNDRED
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rate ofFOUR_21/100 Rdollars (\$ 2,454 is included to the \$ 6,028.00	ONE/HALF (4½) ONE/HALF (4½) first installment writte on, 19 on, 19 on, 19 on, 19 on, 19		annum from the sterest as of the sai and interest side on	date hereof, verification date hereof, verif	plus TWO THO vithout interest ad payable as for 2 \$ n/a	thereon, which a llows: on	HUNDRED Iccrued int

debtors pertinent thereto, shall except as modified herein, remain in full force and effect, and the assuming parties hereby assume the obliga-

tions of and agree to be bound by and to comply with all covenants, agreements and conditions contained in said instrument(s) and agree-

ments, except as modified herein, the same as if they had executed them as of the dates thereof as principal obligors, including any obliga-

tion to pay the Government an insurance charge in addition to interest, if and as provided in any such instrument(s). Any provisions of the debt

and security instrument(s) which require (a) that the borrower occupy the FmHA financed dwelling, (b) live on and operate the FmHA

This agreement shall be subject to present regulations of the Farmers Home Administration and to its future regulations which are

financed farm or (c) graduate to other sources of credit, will not apply to assumptions by an ineligible transferee.

not inconsistent with the express provisions hereof.

ATTACHMENT AA

TABLE II, CONTINUED

Instrument	Executed	Office Where Recorded or Filed	Book, Volume, or Document	Page
REAL ESTATE	APRIL 19,1988	SHELBY COUNTY JUDGE OF PROBA	TE 180	651
REAL ESTATE MORTGAGE	AUGUST 4,1989	SHELBY COUNTY JUDGE OF PROBA	TE 249	571
FINANCING	MAY 29, 1981	SHELBY COUNTY JUDGE OF PROBA	TE 13501	. <u></u>

FORTH LIMIN-AL- 1965-13 (Attachment to FmHA 1965-13) (5-15-83) (Revision 1) **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 Rex O. Perry, Freida Perry and Roger Perry , whose name(s) are signed to the foregoing assumption and who known to me, are 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 15th day of August , 1990. Lewwith Inles (SEAL) My Commission Expires . 918 92 STATE OF ALA. SHELBY CU. I CERTIFY THIS INSTRUMENT WAS FILED STATE OF ALABAMA 90 AUG 15 PM 1: 35 COUNTY OF SHELBY I, ________, a Notary Public in and for said County, in said State, do hereby certify that _______ Earl Nichols ______ whose name as County Supervisor ______, Farmers Home Additional County of the forester for the forest form the forest forest form the forest f 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 15th day of August 19 90 . ٠. (SEAL)

My Commission Expires

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THIS AGR	EEMENT dated	Au	gust 1.	<u> </u>		, 19	, be	tween the U	nited Star	tes of America,
	. P U Ad	inintention Conflad	tha "Cause		-d	PERRY	FARMS	, an ALAF	BAMA GE	NERAL
acting through th	e Farmers Home Adm	inistration (called	the "Govern	nment"), a	na					
PARINERSHIP	1			and						
				4110						· · · · · · · · · · · · · · · · · · ·
(called the "assur	ning parties"), whose j	post office address	is HW	Y 49 BX	X 895	COLUME	BIANA,	ALABAMA	35051	
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BECAUSE	the Government is th	e holder or insure	r of loan(s)	evidenced	by certa	ain debt ins	trument	(s) executed l	by the pr	esent debtor(s)
	the Government is th	KON 71	P GCL	.6	-			• •		
REX. O. PER	RY AND WIFE, FI	RIGA PERRY								
	Caso	number 01-59-			, and	identified a	s follow	s:		
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BECAUSE	in connection with s	uch loan(s) the fe	ollowing-de	scribed sec	urity in	strument(s)	were t	aken on pro	perty de	scribed therein
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and located in		: :		- County,	State of		<u> </u>			
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Farmers Home Administration regulation. Final payment will be remitted promptly. The effective date of every payment made by the assuming parties shall be the date the payment is made by them. The Government will pay the interest to which the holder is entitled accruing between the effective date of the payment and the date of the Treasury check to the holder.

Co-Signers:

For the Partnership:

Perry Farms

Res O. Perry

Freida Perry

Freida Perry

UNITED STATES OF AMERICA

County Supervisor

When the loan(s) hereby assumed is held by an insured lender, prepayments made by the assuming parties may, except for final

payment, be retained by the Government and remitted to the holder on an annual installment due date basis or other basis established by

(Title)

P.O.Box 797, Columbiana, AL. 35051

(Office Address)

FARMERS HOME ADMINISTRATION

		SUM OF		<u> </u>					dollar
(\$,	· · · · · · · · · · · · · · · · · · ·), plus INTEREST	on the UNPAID	PRINCIPAL at t	he rate of			PERCENT
(_			%) PER ANNUM, is	n	in:	tallments :	as follows:		
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			thereafter						
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		of this assumpt	tion agreement.						
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(ъ)	KI Of the	he entire unpaid	d indebtedness under	r said debt and se	curity instrument	(s), the sur	n of NINE	TEEN THOU	SAND FOUR
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Payments shall be applied in accordance with the accounting procedures of the Farmers Home Administration.

notice to the borrower's last known address.

not inconsistent with the express provisions hereof.

with the regulations of the Farmers Home Administration, not more often than quarterly by giving the borrower thirty (30) days prior written

debtors pertinent thereto, shall except as modified herein, remain in full force and effect, and the assuming parties hereby assume the obliga-

tions of and agree to be bound by and to comply with all covenants, agreements and conditions contained in said instrument(s) and agree-

ments, except as modified herein, the same as if they had executed them as of the dates thereof as principal obligors, including any obliga-

tion to pay the Government an insurance charge in addition to interest, if and as provided in any such instrument(s). Any provisions of the debt

and security instrument(s) which require (a) that the borrower occupy the FmHA financed dwelling, (b) live on and operate the FmHA

financed farm or (c) graduate to other sources of credit, will not apply to assumptions by an ineligible transferee.

If this assumption evidences a limited resource loan, the Government may CHANGE THE RATE OF INTEREST in accordance

The provisions of said debt and security instrument(s) and of any outstanding agreements executed or assumed by the present

This agreement shall be subject to present regulations of the Farmers Home Administration and to its future regulations which are

ATTACHMENT AA

TABLE II, CONTINUED

Instrument	Executed	Office Where Recorded or Filed	Book, Volume, or Document	Page
REAL ESTATE	APRIL 19,1988	SHELBY COUNTY JUDGE OF PROBA	TE 180	651
REAL ESTATE MORTGAGE	AUGUST 4,1989	SHELBY COUNTY JUDGE OF PROBA	TE 249	571
FINANCING	MAY 29, 1981	SHELBY COUNTY JUDGE OF PROBA	TE 13501	

(SFAL)

My Commission Expires

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FOLIA EMER-AL-1965-13
(Attachment to FMHA 1965-13)
 (5-15-83) (Revision 1)
                          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 Rex O. Perry, Freida Perry
and Roger Perry , whose name(s) are
                                                       signed to the
foregoing assumption and who
                                                 known to me,
                                   are
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 15th day of August , 1990.
(SEAL)
                        318192
My Commission Expires
STATE OF ALABAMA
COUNTY OF SHELBY
          Enn Barner, a Notary Public in and for said County,
in said State, do hereby certify that Earl Nichols
name as County Supervisor Parmers 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 Backl, this 15th day of August
                I CERTIFY THIS
19 90.
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90 AUG 15 PM 1: 38

JUDGE OF PROBATE

