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ASSUMPTION AGREEMENT
(With Release of Liability)

THIS ASSUMPTION AGREEMENT ("Agreement") is entered into as of the 20th day of July, 19 91, by and between
ALLIANCE MORTGAGE COMPANY ("Noteholder"),
SUSAN V. RICE ("Seller(s))",
 and GREGORY M. SPARKS AND DANIEL NORRIS SPARKS ("Buyer(s)).

RECITALS

A. Seller(s), has previously either executed and delivered or assumed and agreed to pay that certain promissory note ("Note") in the original amount of *****
FIFTY-SEVEN THOUSAND NINETY DOLLARS AND NO/100*****
Dollars (\$57,090.00*****), bearing an interest rate of 10 % per annum, secured by property ("Property") described in that certain mortgage, deed of trust or security deed of even date therewith given to secure payment of the Note and recorded in VOL. 085, PAGE 20 OF THE PROBATE COURT OF SHELBY COUNTY, ALABAMA ("Security Instrument").
 The Note and Security Instrument are currently owned and held by Noteholder.

B. Seller(s) now wishes to sell and/or transfer the Property to Buyer(s). Buyer(s) wishes to purchase and/or accept a transfer of the Property from Seller(s). Buyer(s) and Seller(s) have jointly requested Noteholder to consent to the assumption of the indebtedness by Buyer(s) and to release Seller(s) of all liability in connection with the Note.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, Noteholder, Seller(s) and Buyer(s) covenant and agree as follows:

1. The foregoing recitals are true.
2. The remaining indebtedness owed by Seller(s) to Noteholder under the Note, as of the date of this Agreement, is FIFTY-FIVE THOUSAND ONE HUNDRED SEVENTY-FIVE DOLLARS AND 21/100***** Dollars (\$55,175.21*****), together with interest from 7/1/91.
3. To the extent Noteholder has the right under the Note and/or Security Instrument to accelerate the indebtedness upon the sale and/or transfer of the Property, Noteholder agrees to waive any such right and to allow assumption of said indebtedness by Buyer(s). Noteholder's agreement to allow this assumption shall not constitute a waiver by it of any right it has under the Note and/or Security Instrument to accelerate the indebtedness upon the occurrence of a future sale and/or transfer of the Property.
4. Except as provided in this Agreement, all terms and conditions of the Note and Security Instrument shall remain unchanged and in full force.
5. Buyer(s) expressly assumes and agrees to pay the indebtedness evidenced by the Note and agrees to comply with each and every covenant, condition and/or obligation contained in the Note and Security Instrument.
6. Upon execution of this Agreement by all of the parties hereto and transfer of the Property by Seller(s) to Buyer(s), Noteholder agrees that Seller(s) shall be released from all liability in connection with the Note.
7. This Agreement may be executed in more than one counterpart, all of which shall constitute one document.

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✓ *Mark Tappin*

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

Signed, sealed and delivered in the presence of:

WITNESS;

Patricia B. Justice

Seller(s)

Susan V. Rice (SEAL)
(SEAL)

WITNESS;

Patricia B. Justice
Patricia B. Justice

Buyer(s)

Dugan M. Sparks (SEAL)
Daniel Norris Sparks (SEAL)

WITNESS

Noteholder: ALLIANCE MORTGAGE COMPANY

Kathleen Smith
Jaran Reed

By: Alison R. Shoemaker
ALISON R. SHOEMAKER
Its VICE PRESIDENT

Kathleen Smith
Jaran Reed

(Corporate Seal)
ATTEST: Theresa M. Katon
THERESA M. KATON
Its ASSISTANT SECRETARY

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 30th day of July, 1991, by GREGORY M. SPARKS and DANIEL NORRIS SPARKS and SUSAN V. RICE

My commission expires: 7-2-31993

Mark E. Spivey
Notary Public

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STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____

My commission expires:

91 SEP 10 AM 10:27

Notary Public

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 2 day of August, 1991, by ALISON R. SHOEMAKER, VICE PRESIDENT AND THERESA M. KATON, ASST. SECRETARY

My commission expires:

Theresa M. Katon
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: MAY 17, 1992.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.