

**ASSUMPTION AND RELEASE AGREEMENT  
(WITH RELEASE OF OBLIGOR'S LIABILITY)**

**THIS AGREEMENT**, made and entered into in this 1st day of March 19 93, by and between Alabama Housing Finance Authority and Southtrust Mortgage Company as Servicer under an Origination, Sale and Servicing Agreement (hereinafter referred to as "Holder") and

~~Southtrust Mortgage Company~~ Kristie L. Hicks 1993-10160

(hereinafter referred to as "Assumptor") and

Larry S. Dillard, Jr.

(hereinafter referred to as "Obligor").

**04/14/1993-10160  
08:30 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
DOE MCD 9.00**

**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 EIGHTY-TWO THOUSAND, NINE HUNDRED EIGHTY-EIGHT AND NO/100 Dollars (\$ 82,988.00 ), dated AUGUST 7, 1989, which said Note is secured by a Mortgage of even date therewith, recorded in Book 250, Page 655, 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, conditions, or obligation contained in said Mortgage.

HOLDER, OBLIGOR AND ASSUMPTOR hereby agree that the unpaid principal balance on the said Note, as of FEBRUARY 24, 1993, is EIGHTY THOUSAND, FIVE HUNDRED FORTY AND Dollars (\$ 80,540.35).

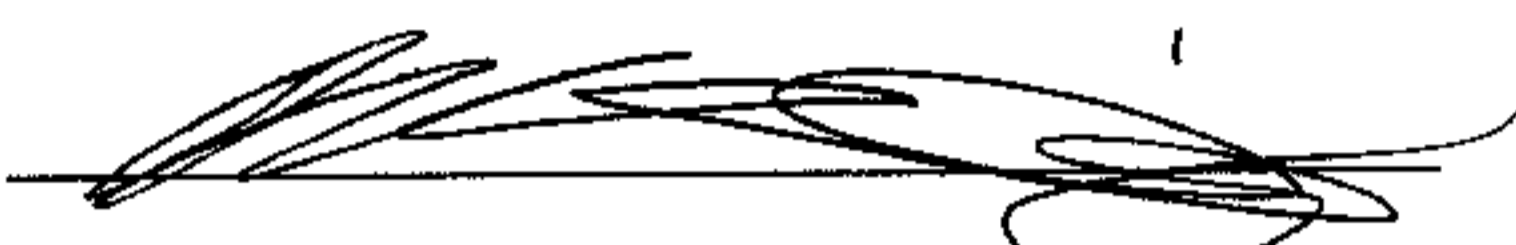
ALL PARTIES TO THIS AGREEMENT specifically undertake and agree that nothing in this Agreement shall be understood or construed to amount to a satisfaction or release in whole or in part of said Note or Mortgage, or of the property involved in the Mortgage, from the effect thereof, nor to impair the right 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.

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

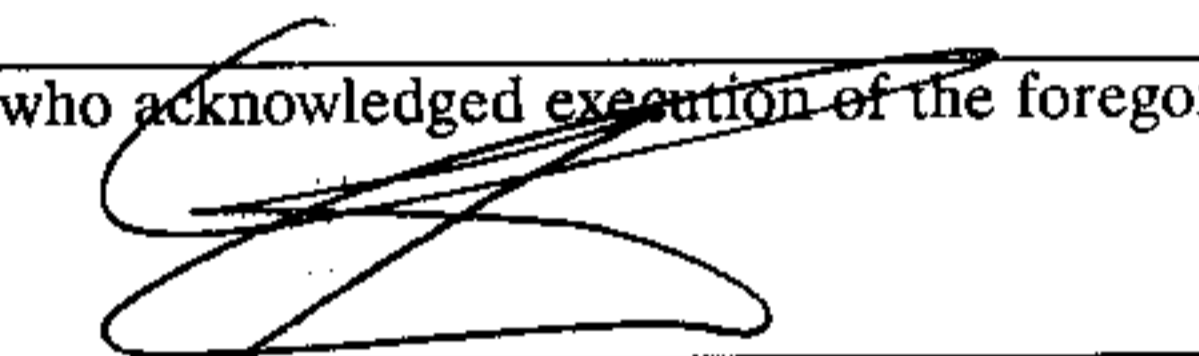
Larry S. Dillard, Jr. OBLIGOR      Kristie L. Hicks ASSUMPTOR  
OBLIGOR      ASSUMPTOR

\*\*\*\*\*  
IN WITNESS WHEREOF, Holder has executed this Agreement this  
24th Day of March 19 93

ATTEST: Alabama Housing Finance Authority  
Arvita S. Thorne By: 

STATE OF ALABAMA  
COUNTY OF Shelby SS:

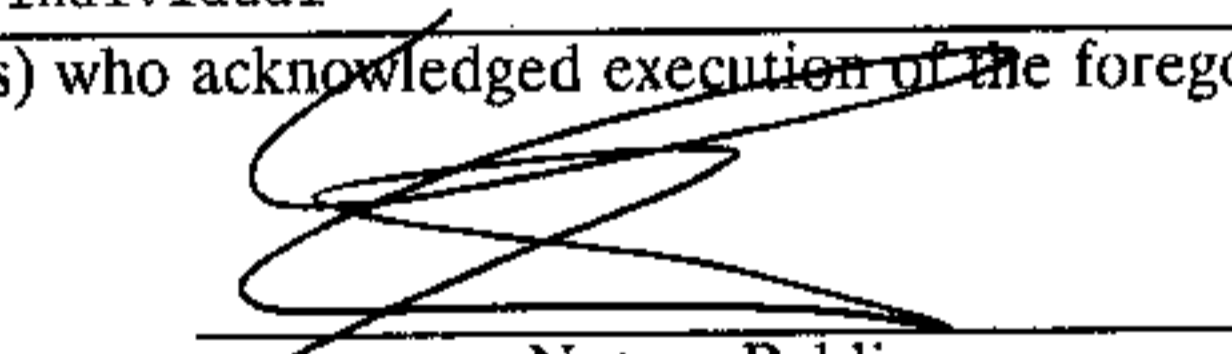
Before me, a Notary Public in and for the jurisdiction aforesaid, this day personally appeared Larry S. Dillard personally known to me, to be the person(s) who acknowledged execution of the foregoing instrument.

  
Notary Public

My Commission Expires: 3/5/95

STATE OF ALABAMA  
COUNTY OF Shelby SS:

Before me, a Notary public in and for the jurisdiction aforesaid, this day personally appeared Kristie L. Hicks, a single individual personally known to me, to be the person(s) who acknowledged execution of the foregoing instrument.

  
Notary Public

My Commission Expires: 3/5/95

STATE OF ALABAMA  
COUNTY OF Montgomery SS:

Before me, a Notary Public in and for the jurisdiction aforesaid, this day personally appeared Michael J. King, personally known to me, to be the Single Family Administrator of Alabama Housing Finance Authority, Montgomery, Alabama and who, being first duly sworn, did acknowledge execution of the foregoing instrument this 24th Day of March, 19 93.

Barbara K. Wallace  
Notary Public

Inst # 1993-10160

My Commission Expires  
April 24, 1996

04/14/1993-10160  
08:30 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MCD 9.00