State: ALABAMA

18558 VOID FICHE VOID PAGE 02978 091

This instrument was prepared by
KATHY CUPP
c/o COLLATERAL MORTGAGE, LTD.
1900 Crestwood Boulevard
Birmingham, Alabama 35210

ASSUMPTION AND RELEASE AGREEMENT

This agreement is made August 13, 19 93, between XXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXX Susan D. Robertson, an unmarried person of 1949 Riva Ridge Road (Address), City of Helena, County of Shelby, State of Alabama, herein referred to as Mortgagor/Seller, Collateral Mortgage, Ltd. of Birmingham, County of Jefferson, State of Alabama, herein referred to as Mortgagee/Holder, and Donna Lauderdale Mosher of Route 4 Box 255E (Address), City of Athens, County of Limestone, State of Alabama, herein referred to as Purchaser/Assumptor.

THE PARTIES RECITE AND DECLARE THAT:

1. Seller is obligated and liable for the payment to Mortgagee of the debt evidenced by a Mortgage (Mortgage/Security Deed/Deed of Trust) Note (hereinafter referred to as "the Note") in the sum of Eighty-Five Thousand Seven Hundred Three and No/100 Dollars ($ 85,703.00), dated June 28, 19 91, and executed by Susan D. and Stewart W. Robertson which Note is secured by a Mortgage (Mortgage/Security Deed/Deed of Trust), (hereinafter sometimes referred to as "Mortgage"), dated June 28, 19 91, that was recorded on July 9, 19 91, in Real Book 352 (O. R. Book, Mortgage Book, etc.), Page 274, in the office of Judge of Probate of Shelby County, State of Alabama, and Mortgagee now owns and holds such Note and Mortgage (Mortgage/Security Deed/Deed of Trust).

2. Seller has sold and conveyed or is about to sell and convey to Purchaser(s) all of the real property described in such Mortgage, and both Seller and Purchaser have requested Mortgagee to release Seller(s) from liability under or on account of such Note and/or such Mortgage/Security Deed/Deed of Trust.

FOR the reasons set forth above and in consideration of the mutual conveyance and promises of the parties hereto, Seller, Mortgagee, and Purchaser covenant and agree as follows:

SECTION ONE
UNPAID BALANCE OF SECURED OBLIGATION

All monthly installments of principal and interest provided by such Note to be paid on and after August 1, 19 93, are unpaid. Seller, Holder, and Assumptor hereby agree that the unpaid principal balance on said Note, as of August 1, 19 93, is Eighty-Four Thousand Five Hundred Forty-Two and 57/100 Dollars ($84,542.57.)

SECTION TWO
RELEASE FROM LIABILITY

Seller is hereby released from further liability under or on account of such Note and/or such Mortgage/Security Deed/Deed of Trust).

SECTION THREE
ASSUMPTION OF LIABILITY

Purchaser agrees to assume the obligation evidenced by the Note, and to pay such Note in installments at the times, in the manner, and in all other respects as provided in such Note; to perform all of the obligations provided in such Mortgage and Note to be performed by Seller at the time, in the manner, and in all respects as therein provided; and to be bound by all the terms of such Mortgage/Security Deed/Deed of Trust and Note; all as though such Note and such Mortgage/Security Deed/Deed of Trust, and each of them, had originally been made, executed and delivered by Purchaser.

Except as modified herein, said Note is hereby ratified, approved and affirmed in all of its terms and conditions and shall remain in full force and effect as originally written.

SECTION FOUR
NO IMPAIRMENT OF LIEN

All of the real property described in such Mortgage (Mortgage/Security Deed/Deed of Trust) shall remain subject to the lien, charge or encumbrance of such Mortgage/Security Deed/Deed of Trust), and nothing herein contained or done pursuant hereto shall affect or be construed to affect the lien, charge or encumbrance of the Mortgage/Security Deed/Deed of Trust or the priority thereof over other liens, charges or encumbrances, or, except as herein otherwise expressly provided, to release or affect the liability of any other party or parties whomsoever who would now or who may hereafter be liable under or on account of such Note and/or such Mortgage/Security Deed/Deed of Trust.

Inst # 1993-32148

It is the intention of the parties hereto that this instrument shall not constitute a novation and

10/15/1993-32148
12:16 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 13.50

shall in no way adversely affect or impair the priority of Lender's Mortgage (Mortgage/Security Deed/Deed of Trust).

FICHE / PAGE
02978 / 092

SECTION FIVE
INTERPRETATIONS

In this agreement, the singular number includes the plural and the plural number includes the singular. If this agreement is executed by more than one person, firm, corporation or other entity as purchaser, the obligations of each such person, firm, corporation, or other entity hereunder shall be joint and several.

SECTION SIX
LIMITATIONS

The right to please any statute of limitations as a defense to any obligations and demands secured by or mentioned in such Mortgage is hereby waived by Purchaser to the full extent permissible by law.

SECTION SEVEN
APPLICATION OF AGREEMENT

This agreement applies to, inures to the benefit of, and binds all parties hereto and their respective heirs, legatees, devisees and administrators, successors and assigns.

In witness whereof, the parties have executed this agreement on the day and year first above written.

Susan D. Robertson
Seller Susan D. Robertson

Seller

Donna L. Mosher
Purchaser Donna L. Mosher

Purchaser

COLLATERAL MORTGAGE, LTD., an Alabama Limited Partnership by COLLAT, INC., its Corporate General Partner
Mortgagee

By: Mary Guined
Assistant Vice President — Mary Guined

FICHE VOID PAGE
02978 093

STATE OF Alabama)

COUNTY OF Shelby)

Before me W. Russell Beals, Jr., a Notary Public for said State and County, personally appeared Susan D. Robertson, an unmarried person, described in the foregoing Assumption and Release Agreement and who, being first duly sworn, state that they have executed the same as their free act and deed.

Witness my hand and Notarial Seal at office this 13th day of August, 19 93.

Notary Public

My Commission Expires: 09/21/94 inst # 1993-32148

STATE OF Alabama)

COUNTY OF Shelby)

10/15/1993-32148
12:16 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 13.50

Before me W. Russell Beals, Jr., A Notary Public for said State and County, personally appeared Donna L. Mosher, an unmarried person, described in the foregoing Assumption and Release Agreement and who, being first duly sworn, state that they have executed the same as their free act and deed.

Witness my hand and Notarial Seal at office this 13th day of August, 19 93.

Notary

STATE OF ALABAMA
LIMESTONE COUNTY, PROBATE COURT
I hereby certify that the foregoing instrument was filed to record in this office on 10/6/93 at 1:53 P.M. o'clock and duly recorded in Fiche 2978 Page 91
Deed Tax $ Mtg. Tax $ Fee $ 10.50 1.00
Michael L. Davis, Judge of Probate
Michael L. Davis
VOID

My Commission Expires: 09/21/94

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

Before me Juanita M. Grinkmeyer, A Notary Public for said State and County, personally appeared Mary Cuined, described in the foregoing Assumption and Release Agreement and who, being first duly sworn, state that they have executed the same as their free act and deed.

Witness my hand and Notarial Seal at office this 30th day of August, 19 93.

Juanita M. Grinkmeyer
Notary — Juanita M. Grinkmeyer

My Commission Expires: 9/18/95

Note: The above Assumption and Release Agreement must be signed by all parties named. All signatures must also be notarized/witnessed based on the state's requirements. (Additional notary acknowledgments, if necessary, can be typed and added as a page to this document.)