

ASSUMPTION AGREEMENT
AND
RELEASE OF LIABILITY
BY THE DEPARTMENT OF VETERANS AFFAIRS

Inst # 1994-24108

Property Address: 1972 Gallant Fox Drive
City and State : Helena, Alabama 35080
Loan Number : 413917-6

08/02/1994-24108
11:13 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 11.00

It is mutually agreed between the undersigned Seller(s), Purchaser(s), and the Secretary of Veterans Affairs as follows:

That the Purchaser(s) (is/are) acquiring title to the real property described in a Mortgage/Deed dated June 19, 1993, executed by the Seller(s), recorded in the Office of the Clerk of Superior Court of Shelby County, State of Alabama in Deed Book 1993-18561, Page n/a, which was given to secure a promissory note in the sum of \$ 93,800.00. That said note and Mortgage/Deed were executed by the Seller(s) in favor of Real Estate Financing, Inc.

That as part of the consideration for the conveyance of the real property and as part of the same transaction, Purchaser(s) hereby assume(s) and agree(s) to pay the indebtedness evidenced by that promissory note, as modified or extended before this date, and to be bound by all of the terms, provisions, and obligations contained in said Security Deed and the note secured thereby. Purchaser(s) also hereby assume(s) the obligations of the Veteran, Kevin Lloyd Rima, under the terms of the instruments creating the loan to indemnify the United States to the extent of any claim payment arising from the guaranty of the indebtedness above mentioned.

In consideration of the foregoing recital and the incurrences or assumptions of liabilities in accordance with the foregoing provisions of this instrument by the Purchaser(s), the Secretary of Veterans Affairs releases the veteran Seller(s) from any and all personal liability to the Department of Veterans Affairs derived through said Secretary by indemnification and subrogation arising out of the guaranty of said loan.

This release shall not impair or adversely affect the rights or remedies of the present or future holder of said indebtedness.

Courtney

The Seller(s) and Purchaser(s) hereto have signed and sealed this instrument, with intent to be legally bound, this the 21st day of July, 1994.

Signed, sealed and delivered in the presence of:

Kim J. Lloyd (SEAL)
SELLER

Diane Newcomb Lima (SEAL)
SELLER

Witness (Other than Notary)

[Signature]
Notary Public 3/5/95
Affix Seal

Signed, sealed and delivered in the presence of:

Jeff D. Tucker Jr. (SEAL)
PURCHASER

Diane J. Tucker (SEAL)
PURCHASER

Witness (Other than Notary)

[Signature]
Notary Public 3/5/95
Affix Seal

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IN WITNESS WHEREOF, Real Estate Financing, Inc
has caused this instrument to be executed by the undersigned as its
authorized representatives on the day hereinabove written.

BY: Gregory E. Beavers
Gregory E. Beavers

ASITS: Senior Vice President
Real Estate Financing, Inc.

ATTESTED:

BY: Marcia T. Johnson
Marcia T. Johnson

ASITS: Vice President
Real Estate Financing, Inc.

GIVEN under my hand and official seal of office this 28th day of July, 1994.

[Signature]
NOTARY PUBLIC
My commission expires: 5/21/96