

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

THIS AGREEMENT, made and entered into in this 17th day of August 19 94, by and between Alabama Housing Finance Authority and Real Estate Financing, Inc. Company, Inc., as Servicer under an Origination, Sale and Servicing Agreement (hereinafter referred to as "Holder") and William J. Madison and wife, Karlyn R. Madison (hereinafter referred to as "Assumptor") and Jeffery D. Mays and wife, Debra Mays (hereinafter referred to as "Obligor").

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 Fifty Seven Thousand Five Hundred Fifty Seven & no/100 Dollars (\$57,557.00), dated December 27 19 89, which said note is secured by a Mortgage of even date therewith, recorded in Book 272, Page 325, 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, condition, or obligation contained in said Mortgage.

Holder, Obligor AND ASSUMPTOR hereby agree that the unpaid principal balance on the said Note, as of August 17 19 94, is * Dollars (\$54,947.10).
*Fifty four thousand nine hundred forty seven and 10/100ths

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.

Inst # 1994-31885

ASSUMPTION DEPT.

10/24/1994-31885
09:47 AM CERTIFIED

SEP 9 1994

SHELBY COUNTY JUDGE OF PROBATE
002 MCD 93.50

Inst # 1994-31885

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

William J. Madison
ASSUMPTOR ~~OBLIGOR~~
William J. Madison

Karlyn R. Madison
ASSUMPTOR ~~OBLIGOR~~
Karlyn R. Madison

Jefferey D. Mays
OBLIGOR ~~ASSUMPTOR~~
Jefferey D. Mays

Debra Mays
OBLIGOR ~~ASSUMPTOR~~
Debra Mays

IN WITNESS WHEREOF, Holder has executed this Agreement this xxx 2nd
Day of xxxxxx September 19 94

ATTEST:

Alabama Housing Finance Authority

Elizabeth Jones

BY: [Signature]

STATE OF ALABAMA
COUNTY OF SHELBY

SS:

Before me, a Notary Public in and for the jurisdiction aforesaid, this day personally appeared William J. Madison & Karlyn R. Madison, personally known to me, to be the person(s) who acknowledged execution of the foregoing instrument.

[Signature]
Notary Public
COURTNEY H. MASON, JR.
MY COMMISSION EXPIRES
3-5-95

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 Jefferey D. & Debra Mays, personally known to me, to be the person(s) who acknowledged execution of the foregoing instrument.

[Signature]
Notary Public
COURTNEY H. MASON, JR.
MY COMMISSION EXPIRES
3-5-95

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 2nd Day of September 19 94.

Anna Robinson Rodden
Notary Public
Inst # 1994-31885
My Commission Expires
10/24/1996
09:47 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 93.50

My Commission Expires: