

This instrument was prepared by:

Name: ERIC BREWER

Address: 15 SOUTH 20TH STREET
BIRMINGHAM, AL 35233

ASSUMPTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

Compass Bank ("Compass Bank") is the present holder of a note ("Note") executed by JOHN DAVIS OLIVER A SINGLE MAN ("Original Mortgagor") in the original principal sum of \$ 102,000.00 dated JANUARY 26, 1994. The Note is secured by, among other collateral, a mortgage ("Mortgage") recorded in Real Volume 1994, beginning at page 04315, in the office of the Judge of Probate of SHELBY County, Alabama. The Original Mortgagor proposes to sell the property ("Property") covered by the Mortgage to SHARON K. O'RUEN, A SINGLE WOMAN ("Purchaser"). The Purchaser has agreed to assume all of the obligations of the Original Mortgagor in the Note, the Mortgage, and in any other loan documents ("Other Loan Documents") executed or furnished in connection with the Note or Mortgage in favor of the holder of the Note and Mortgage.

NOW THEREFORE, in consideration of the agreements herein contained, THE PARTIES AGREE as follows:

1. Compass Bank, to the extent of its interest, consents to the sale and conveyance of the Property to the Purchaser, subject to the provisions of this Agreement.
2. The Purchaser assumes and agrees to pay the indebtedness evidenced by the Note and Mortgage, and to be subject to, and to perform and comply with, all terms, obligations and provisions of the Note, Mortgage, and Other Loan Documents. As of this date the principal unpaid balance of the Note is \$ 101,308.89. The Purchaser agrees that the Mortgage and Note are enforceable in accordance with their respective terms.
3. The Property shall remain subject to all provisions of the Mortgage. This Agreement shall not affect the priority of the Mortgage, any other provisions of the Mortgage, or any provision of any Other Loan Documents. Except as expressly provided to the contrary in this Agreement, this Agreement shall not release or affect the liability of any party who may now or hereafter be liable under this Agreement, the Note, the Mortgage, and/or the Other Loan Documents.
4. The Original Mortgagor is ~~NOT~~ ^{HEREBY} released from liability and obligations under the Note, Mortgage or Other Loan Documents.
5. This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
6. The Purchaser's Social Security Number is: 421-76-8304

June 22, 1994

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Inst # 1994-35068

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 SHELBY COUNTY JUDGE OF PROBATE
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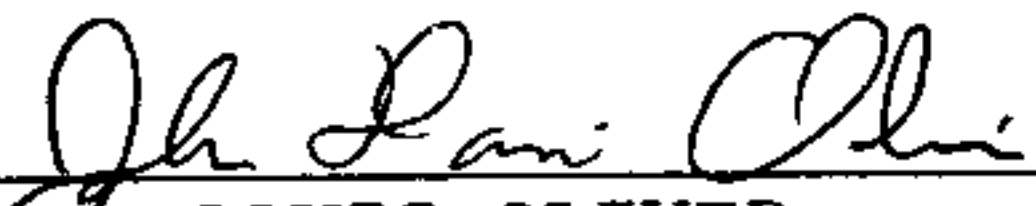
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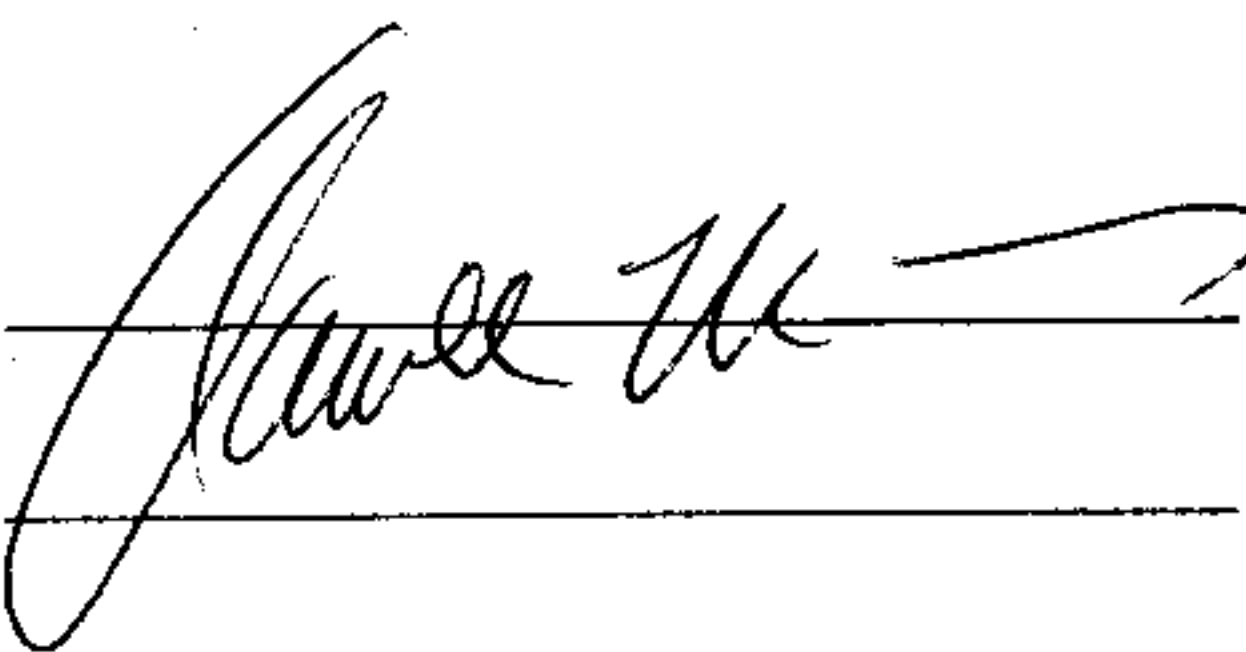
IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this
1st day of November, 1994.

WITNESS




(ORIGINAL MORTGAGOR)

By:  (SEAL)
JOHN DAVIS OLIVER
By: _____ (SEAL)

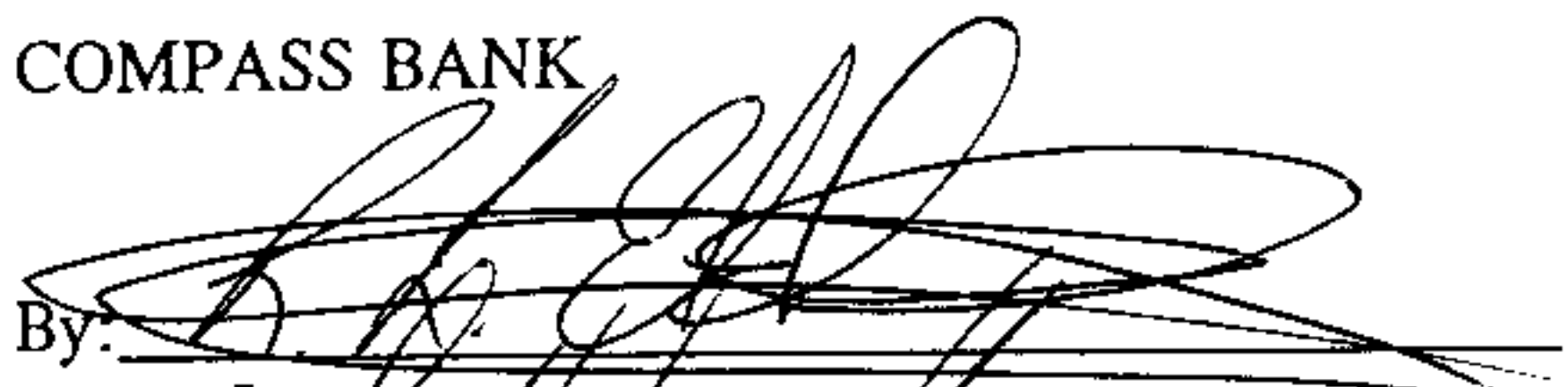
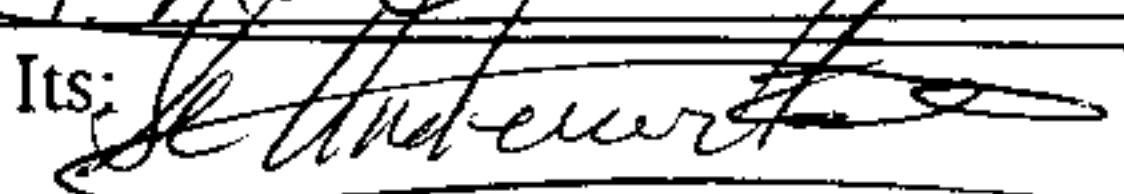


(PURCHASER)

By:  (SEAL)
SHARON K. O'BRIEN
By: _____ (SEAL)

(MORTGAGEE)

COMPASS BANK

By: 
Its: 

STATE OF ALABAMA)


Escambia)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that JOHN DAVIS OLIVER, whose name(s) is/are signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 18th day of November, 1994.



[NOTARIAL SEAL]

 Jean I. Smith
NOTARY PUBLIC

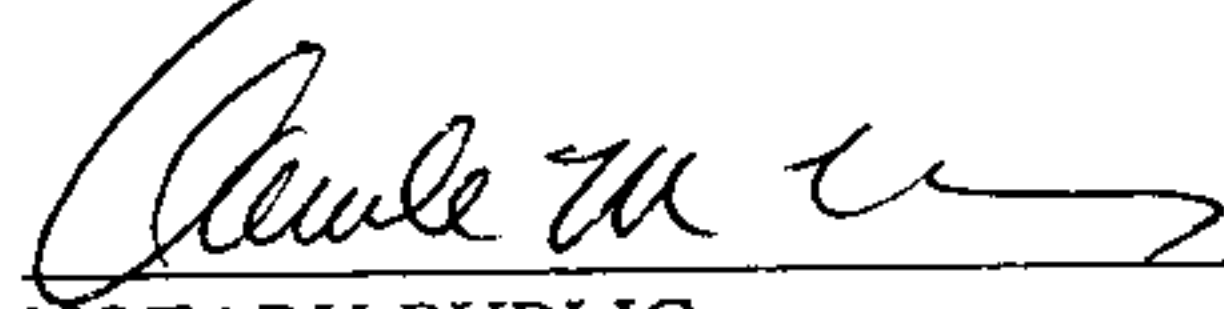
My Commission Expires: May 13 1997

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that SHARON K. O'BRIEN, whose name(s) is/are signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 1st day of November, 1994


NOTARY PUBLIC

[NOTARIAL SEAL]

My Commission Expires: 12/28/95

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that ROBERT L. EIHREDGE, whose name as SR. UNDERWRITER of Compass Bank, an Alabama banking corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, HE, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 21ST day of OCTOBER, 1994.

Frederickson T. Brewer
NOTARY PUBLIC

[NOTARIAL SEAL]

My Commission Expires: September 20 1997

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SHELBY COUNTY JUDGE OF PROBATE
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June 22, 1994

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