


ASSUMPTION OF PROMISSORY NOTE


FOR AND IN CONSIDERATION OF the sale of certain real estate, stock of First Step Learning Center, Inc., and other assets pursuant to Agreement dated January 11, 1995 ("Sales Agreement"), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, A. R. Burroughs and Olivia Burroughs, both residents of the State of Alabama, hereby jointly and severally (a) assume all obligations of the maker, Marie C. Moody, under that certain undated Promissory Note (having a first payment due date of October 5, 1986) issued by Marie C. Moody, as maker, to the order of Phillip J. Lusco and Virginia P. Lusco in the original principal amount of Seventy Thousand Dollars (the "Promissory Note") and (b) assume all obligations of Marie C. Moody, as Mortgagor, under that certain Mortgage dated September 5, 1986 between Marie C. Moody, as mortgagor and Phillip J. Lusco and Virginia P. Lusco, as mortgagees, recorded in the Office of the Probate Court of Shelby County, Alabama in Real Volume 95, Page 175 (the "Mortgage") from and after the date of this Assumption of Promissory Note, and agree to keep, perform and fulfill all payment and other obligations under the Promissory Note and Mortgage from and after the date of this Assumption of Promissory Note. Marie C. Moody is not released from her obligations under the Promissory Note as a result of the foregoing assumption. Concurrently herewith, the real estate securing payment of the Promissory Note has been transferred by Marie C. Moody to A. R. Burroughs and Olivia Burroughs pursuant to the Sales Agreement. A. R. Burroughs and Olivia Burroughs hereby jointly and severally agree to indemnify Marie C. Moody and hold her harmless from and against all debts, liabilities, claims and obligations relating to or arising out of the Promissory Note, including, without limitation, all attorney's fees that may be incurred by Marie C. Moody in connection therewith.

IN WITNESS WHEREOF, the undersigned have executed this Assumption of Promissory Note on the date and year first above written.

  
A. R. BURROUGHS


  
OLIVIA BURROUGHS

ACCEPTED AND APPROVED:

  
MARIE C. MOODY

Inst # 1995-01156

01/13/1995-01156  
09:50 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 14.50



Inst # 1995-01156

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that A. R. Burroughs, whose name is signed to the foregoing Assumption of Promissory Note and who is known to me, acknowledged before me on this day that, being informed of the contents of said Assumption of Promissory Note, he executed the same voluntarily on the day the same bears date.

Given under my hand this 11<sup>th</sup> day of January, 1995.

Del A Jan  
Notary Public

My Commission Expires: 7/26/98

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Olivia Burroughs, whose name is signed to the foregoing Assumption of Promissory Note and who is known to me, acknowledged before me on this day that, being informed of the contents of said Assumption of Promissory Note, she executed the same voluntarily on the day the same bears date.

Given under my hand this 11<sup>th</sup> day of January, 1995.

Del A Jan  
Notary Public

My Commission Expires: 7/26/98

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Marie C. Moody, whose name is signed to the foregoing Assumption of Promissory Note and who is known to me,

acknowledged before me on this day that, being informed of the contents of said Assumption of Promissory Note, she executed the same voluntarily on the day the same bears date.

Given under my hand this 11<sup>th</sup> day of January, 1995.

De A Jan  
Notary Public

My Commission Expires: 7/20/98

CONSENT TO ASSUMPTION

The undersigned, Phillip J. Lusco and Virginia P. Lusco, both residents of the State of Alabama, hereby consent to the foregoing assumption of the above Promissory Note and Mortgage on the terms described in the above Assumption of Promissory Note and agree that they will notify Marie C. Moody in writing at 7821 Kimbrell Cutoff Road, McCalla, Alabama 35111 in the event of any default under the Promissory Note or Mortgage and will give Marie C. Moody an opportunity to cure any such default for a period of thirty (30) days after such notice prior to taking any action to accelerate the Promissory Note or foreclose upon the Mortgage.

IN WITNESS WHEREOF, the undersigned have executed this Consent to Assumption on January 11, 1995.

Phillip J. Lusco  
PHILLIP J. LUSCO

Virginia P. Lusco  
VIRGINIA P. LUSCO

126379

Inst # 1995-01156

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SHELBY COUNTY JUDGE OF PROBATE  
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