

PREPARED BY SCOTT HARKEN FOR NORWEST MTG INC
ASSUMPTION AGREEMENT 330411
WITH RELEASE OF LIABILITY

This Assumption Agreement (The "Agreement") is made this 13th day of April 19 95, by and between PATRICK L. SANDERS SR. and CHERYL H. SANDERS and JAMES W. HARRISON SR and MATTHEW HARRISON (the "Buyers") and NORWEST MORTGAGE, INC. (the "Lender"). LOU HARRISON

RECITALS

The Lender is the holder of a promissory note (the "Note"), executed by THOMAS C. BARRENTINE and PATRICIA A. BARRENTINE (the "Sellers") and dated the 13 day of December, 1991, in the original principal amount of ~~seventy-two thousand one hundred~~ forty-one and no/100 Dollars (\$ 72,141.00), bearing interest on the unpaid balance thereof from time to time at the rate of eight and a half (8.50%) percent per annum from the date thereof until fully paid, which principal and interest is payable in monthly installments of five hundred fifty-four and 71/100 Dollars (\$ 554.71), commencing on the first day of February, 19 92, and thereafter on the first day of each succeeding month until January, 2022, when the entire unpaid balance of principal and interest shall be due and payable.

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The Note is secured by a first mortgage (the "Mortgage") executed by the Sellers and dated the 13th day of December, 19 91, on certain real property located in Shelby County Alabama, legally described as follows:
Lot 3, according to the Survey of Park Place, as recorded in Map Book 15, Page 47, in the Probate Office of Shelby County, Alabama.

which Mortgage was duly recorded / filed on December 13, 19 91 in the office of the Judge of Probate in and for Shelby County, Alabama as Document Number RV 386, Page 339.

Contemporaneously with the execution of this Agreement the Sellers have conveyed to the Buyers all right, title and interest in the above described property.

The Mortgage provides that it may be assumed by subsequent purchasers of said real estate only with the approval of the Lender.

As part of the purchase price of the above described property the Buyers have agreed to assume and pay the indebtedness evidenced by the Note and to be bound by the obligations of the Mortgage, as amended by this Agreement.

Upon such assumption the Lender is willing to release the Sellers from all personal liability arising under the Note and Mortgage.

In consideration of their mutual promises the Buyers and the Lender hereby agree as follows:

1. The Buyers hereby assure and promise to pay all of the indebtedness evidenced by the Note as modified, and agree to be bound by and to perform all of the covenants of the Mortgage at the time and in the manner provided therein. The Buyers further agree that the above described property shall be held as security for any and all indebtedness of the Buyers evidenced by the Note otherwise secured by the Mortgage.
2. The Lender hereby approves the assumption provided for in the preceding paragraphs and releases the Sellers from all personal liability which may hereafter arise under the Note and Mortgage.

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SHELBY COUNTY JUDGE OF PROBATE
CERTIFIED

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1996-00411

3. This Agreement shall not waive Lender's rights with respect to giving its approval of any subsequent assumptions of the obligation evidenced by the Note and secured by the Mortgage / Deed of Trust.
4. Save as provided in the Agreement, the terms and provisions of said Note and Mortgage / Deed of Trust remain unchanged.

In witness whereof, Buyers have executed this Agreement.

James W. Harrison Sr.
(Buyer) JAMES W. HARRISON SR.

Mattie Lou Harrison
(Buyer) MATTIE LOU HARRISON

Patrick L. Sanders Sr.
(Buyer) PATRICK L. SANDERS SR.

Cheryl H. Sanders
(Buyer) CHERYL H. SANDERS

STATE OF Alabama)
COUNTY OF Jefferson)

On this 13th day of April, 1995, before me, a Notary Public within and for said County and State, personally appeared James W. Harrison, Sr. & Mattie Lou Harrison and Patrick L. Sanders, Sr. and Cheryl H. Sanders to me know to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

William H. Halbrooks
Notary Public William H. Halbrooks
Commission Expires 4/21/96

Norwest Mortgage, Inc.

Debra L. O'Neill
Debra L. O'Neill
Assistant Vice President

Marti L. Anderson
Marti L. Anderson
Inst. # 1996-00418
Assistant Vice President

STATE OF Iowa }

COUNTY OF Polk }

01/05/1996-00418
09:49 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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On this 21st day of July, 1995, before me, a Notary Public in and for said County and State, personally appeared Debra L. O'Neill and Marti L. Anderson to me personally known, who being by me duly sworn did say that they are the Assistant Vice President respectively of the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors, and the said Debra L. O'Neill and Marti L. Anderson acknowledged said instrument to be the free act and deed of said corporation.

Scott W. Harlin
Notary Public
Commission Expires 12-24-97

This instrument was drafted by:

Norwest Mortgage Inc.
405 SW 5th Street
Des Moines IA 50309

NMI Loan Number 330411