



Loan No. LOAN #: 1904699

Property Address: 2812 BRIDLEWOOD TERR
HELENA, AL 35080

ASSUMPTION AGREEMENT
WITH RELEASE OF LIABILITY

03/03/1996-07139
11:51 AM CERTIFIED
SHELBY COUNTY JUNE 19 1996
149.00

Inst # 1996-07139

This Agreement is dated March 1, 19 96. The undersigned ("Purchaser") has purchased or desires to purchase that real property ("the Property") described in the Deed of Trust, Mortgage or Deed to Secure Debt ("Mortgage") dated September 30, 19 93, filed on _____, 19 _____, in the Recorder's Office of Shelby County, State of Alabama, in Book _____, Page No. _____, Instrument No. #1993-30929. Said Mortgage secures the payment of the Promissory Note entered into by MICHAEL J. AZPELL and wife, GINA M. AZPELL

("Borrower/Seller") in favor of Collateral Mortgage, Ltd. *

("Lender"), dated Septemeber 30, 19 93, in the principal sum of \$ 94,900⁰⁰ ("Note").

*transferred to Countrywide Funding Corporation by Instrument #1995-3181

As part of the purchase price for the Property, Purchaser has agreed to assume and pay the indebtedness evidenced by the Note, the present unpaid principal balance of which is \$ 91,945.62.

Borrower/Seller hereby assigns transfers to Purchaser all right, title and interest to all monies held on hand or forthcoming in the escrow account maintained by Lender for the periodic payment of real estate taxes, insurance premiums, and other applicable charges. In the event any refund is received of monies previously paid from said escrow account, the refund will be redeposited into the account. It is hereby agreed that the present balance of the account is \$ 345.78.

In consideration of Lender's consent to the transfer of the Property to Purchaser, Purchaser hereby assumes and agrees to pay the indebtedness evidenced by the Note and to be bound by and to perform all the terms, conditions, and covenants of the Note, Mortgage, and any addenda thereto at the time and in the manner provided therein. The terms, conditions and covenants of said Note, Mortgage and addenda thereto shall remain in full force and effect without change.

Lender hereby waives its right to exercise the option to accelerate the debt with respect to this sale or transfer of the Property to Purchaser as contained in the Mortgage, and pursuant to said Mortgage, releases Borrower/Seller from all obligations under said Mortgage, the Note, and all addenda thereto. This waiver is made solely for the benefit of Purchaser and is not a waiver by Lender of any rights under said Mortgage, the Note, and all addenda thereto, in the event of any subsequent sale or transfer of the Property.



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LOAN #: 1904699

CASE #: AL0113765771703

COUNTRYWIDE FUNDING CORPORATION

Borrower/Seller MICHAEL J. AZPELL

Borrower/Seller GINA M. AZPELL

Purchaser DARIN K. SWEARINGEN

Purchaser HOLLY SWEARINGEN

By: _____

Forwarding address of Borrower/Seller 1111 West 46th Street #38, Kansas City, MO 64112

Mailing address of Purchaser 2812 Bridlewood Terrace, Helena, AL 35080

State of ~~Alabama~~ Alabama
County of Shelby

} ss.

On March 1, 1996

before me, the undersigned authority

personally appeared

GINA M. AZPELL and DARIN K. SWEARINGEN and

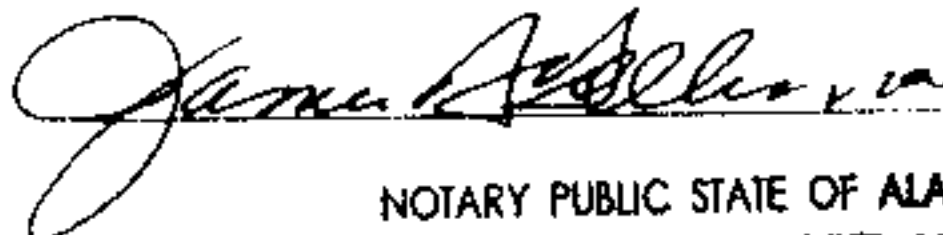
wife, HOLLY SWEARINGEN

, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

(This area for official notarial seal)

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: MARCH 12, 1997



(Seal)

NOTARY PUBLIC STATE OF ALABAMA AT
MY COMMISSION EXPIRES: MARCH 12, 1997

State of _____

On _____, 19____, before me, the undersigned, personally appeared _____

known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that _____ he _____ executed the same.

Signature _____

Name (typed or printed) _____

State of _____

On _____, 19____, before me, the undersigned, personally appeared _____

known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that _____ he _____ executed the same.

Signature _____

Name (typed or printed) _____

Inst # 1996-07139

03/05/1996-07139
11:51 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 HCB 149.00