

When recorded return to:  
THE MONEY STORE COMMERCIAL MORTGAGE INC.  
P.O.BOX 15143  
Sacramento, CA. 95851

1996-21777

07/08/1996-21777  
03:27 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 MCB 16.00

LOAN #: 570-810-00001040-0

### ASSUMPTION AGREEMENT

WHEREAS, certain assets of SHIVA PARTNERS and Dhirubhal M. Patel, Vinaben D. Patel and Rakesh D. Patel, Individually hereinafter referred to as "Debtor(s)", have for a valuable consideration been sold and assigned by said Debtor(s) to SHIVA PROPERTIES, INC. hereinafter referred to as "Assumptor(s)"; and,

WHEREAS, said assets are subject to a security interest including MORTGAGE on real estate, if any, granted to THE MONEY STORE COMMERCIAL MORTGAGE INC. (hereinafter referred to as "Secured Party") given as security for an indebtedness evidenced by a Note executed by SHIVA PARTNERS and Dhirubhal M. Patel, Vinaben D. Patel and Rakesh D. Patel, Individually in the original amount of \$969,000.00 dated JULY 14, 1995 payable to the order of said Secured Party; and

WHEREAS, Assumptor(s) wish(es) to procure the consent of said Secured Party to said sale, and as consideration therefore assumes and agrees to pay the balance remaining unpaid on the Note hereinable described;

NOW, THEREFORE, for and in consideration of the consent of the Secured Party to the sale to Assumptor(s) by Debtor(s) of all of the assets pledged by Debtor(s) to the Secured Party as security for the indebtedness in the original principal amount of \$969,000.00, the Assumptor(s) does hereby assume and agree to pay the indebtedness evidenced by the above described Note in accordance with the terms thereof, on which there is a present unpaid principal balance as of JUNE 28, 1996, in the amount of approximately \$969,000.00.

SAID ASSUMPTOR(S) also hereby assumes and agrees to be bound by all of the terms and provisions of the documents collateralizing the loan, including but not limited to, the Commercial Loan and Security Agreement, Security Agreements, MORTGAGE, recorded in Shelby County Judge of Probate, on July 14, 1995, Instrument Number 1995-18686, Note, as well as any other assignments and agreements required by Commercial Loan and Security Agreement dated July 14, 1995 and previously executed by Debtor(s), said Assumptor(s) further agrees to execute and deliver to Secured party any and all collateral documents and agreements reasonable determined by Secured Party to be appropriate to convey and perfect security interests as intended by this agreement and aforementioned loan authorization and loan agreement.

DATED this 28 day of June, 19 96.

SHIVA PROPERTIES, INC.

By: [Signature]

Dilip R. Patel, President

By: [Signature]

Divya A. Patel, Secretary

### CONSENT OF DEBTOR

THE undersigned debtors and makers of the note hereinabove described, and the undersigned guarantors of payment of the note, and the undersigned standby creditors consent to the aforesaid sale of the assets and assumption of obligations, and agree that said transactions shall in no way discharge or diminish their obligations under the note, guaranty or standby agreement, and any collateral agreements securing the same.

SHIVA PARTNERS

By: [Signature]

Vinaben D. Patel, Individually and as a Partner

By: [Signature]

Rakesh D. Patel, Individually and as a Partner

Parkside Inn, Inc.

By: [Signature]

Vinaben D. Patel, Secretary

By: [Signature]

,President

### CONSENT OF SECURED PARTY

In consideration of the above undertaking executed by Shiva Properties, Inc. Assumptor(s), the undersigned, as Secured Party, does hereby consent to the sale of the said mortgaged assets covered by the above described security agreement to Shiva Properties, Inc. Assumptor(s).

THE MONEY STORE COMMERCIAL MORTGAGE INC.

BY: [Signature]

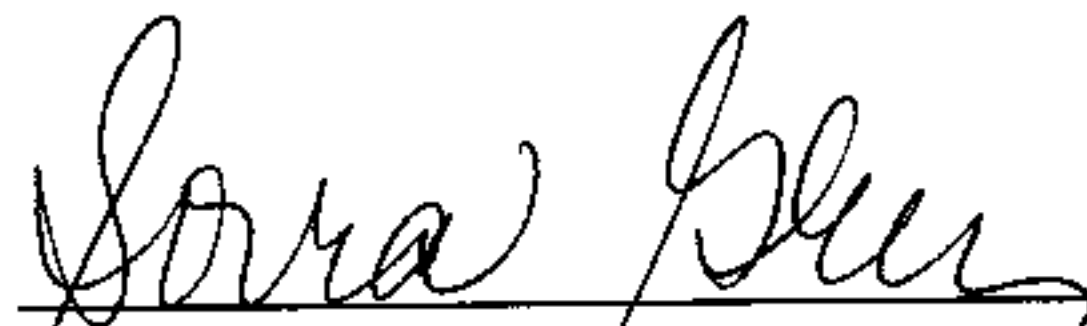
Kristi L. Berry

TITLE: Vice President

State of California                                }  
  } ss.  
County of Sacramento                                }

On June 25, 1996, before me, Sovia Greer, Notary Public in and for said County and State, personally appeared KRISTIL BERRY 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 be 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.

  
\_\_\_\_\_  
Signature of Notary Public





State of Georgia  
Henry County

I, J. Mark Brittain, a Notary Public in and for said County, in said State; hereby certify that Dilip R. Patel, whose name as President of Shiva Properties, Inc., a 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, acting in his capacity as aforesaid. Given under my hand this the 1 day of July, 1996.

State of Alabama  
Lee County

I, Virginia A. Vetter, a Notary Public in and for said County, in said State; hereby certify that Divya A. Patel, whose name as Secretary of Shiva Properties, Inc., a 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, she, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in her capacity as aforesaid. Given under my hand this the 2nd day of July, 1996.

Virginia A. Vetter  
Notary Public My Commission Expires: 5-5-97

State of Alabama  
Jefferson County

I, John G. Lowther, a Notary Public in and for said County, in said State; hereby certify that Vinaben D. Patel, whose name as President of Parkside, Inn., a 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, she, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in her capacity as aforesaid. Given under my hand this the 28 day of June, 1996.

John G. Lowther  
Notary Public My Commission Expires: 1-5-99

State of Alabama  
Jefferson County

I, John G. Lowther, a Notary Public in and for said County, in said State; hereby certify that Vinaben D. Patel and Rakesh D. Patel, whose names Individually and as Partners of Shiva Partners, a partnership, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that being informed of the contents of said instrument, they, individually and as such Partners, and with full authority, executed the same voluntarily individually and for and as the act of said Partnership, acting in their capacity as aforesaid. Given under my hand this the 28 day of June, 1996.

John G. Lowther  
Notary Public My Commission Expires: 1-5-99

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