

ASSUMPTION AGREEMENT  
AND  
RELEASE OF LIABILITY  
BY THE DEPARTMENT OF VETERANS AFFAIRS

Inst # 1996-36937

11/06/1996-36937  
01:40 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MCD 111.20

Property Address: 360 MOUNTAINVIEW DRIVE  
City and State : WILSONVILLE AL 35186  
Loan Number : 136619-4

It is mutually agreed between the undersigned Seller(s), Purchaser(s), and the Secretary of Veterans Affairs as follows:

That the Purchaser(s) (is/are) acquiring title to the real property described in a Mortgage/Deed dated 11/12/91, executed by the Seller(s), recorded in the Office of the Clerk of Superior Court of Shelby County, State of Alabama in Deed Book 373, Page 126, which was given to secure a promissory note in the sum of \$ 66,800.00. That said note and Mortgage/Deed were executed by the Seller(s) in favor of REGIONS MORTGAGE, INC.

That as part of the consideration for the conveyance of the real property and as part of the same transaction, Purchaser(s) hereby assume(s) and agree(s) to pay the indebtedness evidenced by that promissory note, as modified or extended before this date, and to be bound by all of the terms, provisions, and obligations contained in said Security Deed and the note secured thereby. Purchaser(s) also hereby assume(s) the obligations of the Veteran, William Jackson McNeel, under the terms of the instruments creating the loan to indemnify the United States to the extent of any claim payment arising from the guaranty of the indebtedness above mentioned.

In consideration of the foregoing recital and the incurrences or assumptions of liabilities in accordance with the foregoing provisions of this instrument by the Purchaser(s), the Secretary of Veterans Affairs releases the veteran Seller(s) from any and all personal liability to the Department of Veterans Affairs derived through said Secretary by indemnification and subrogation arising out of the guaranty of said loan.

This release shall not impair or adversely affect the rights or remedies of the present or future holder of said indebtedness.

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The Seller(s) and Purchaser(s) hereto have signed and sealed this instrument, with intent to be legally bound, this the 27th day of September, 1996.

Signed, sealed and delivered in the presence of:

*Donald Mae McNeal* (SEAL)  
SELLER

\_\_\_\_\_  
SELLER (SEAL)

*Marta S. Wilder*  
Witness (Other than Notary)

*Paul H. Haver*  
Notary Public  
Affix Seal

*Michael Woods* (SEAL)  
PURCHASER

\_\_\_\_\_  
PURCHASER (SEAL)

Signed, sealed and delivered in the presence of:

*Marta S. Wilder*  
Witness (Other than Notary)

*Paul H. Haver*  
Notary Public  
Affix Seal

In witness whereof, Regions Mortgage, Inc. has caused this instrument to be executed by the undersigned as its authorized representatives on the day hereinabove written.

By: *Kenneth D. Daniel* As Its: Senior Vice President  
Regions Mortgage, Inc.

Attested:

By: *Marcia T. Johnson* As Its: Vice President  
Regions Mortgage, Inc.

Given under my hand and official seal of office this 21 day of October, 1996.

*Carla C. Ferguson*  
Notary Public

inst # 1996-36937 My Commission Expires: 3/18/97

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