



Loan No. LOAN #: 0176388

Property Address: 106 CAMBRIAN WAY
BIRMINGHAM, AL 35242

**ASSUMPTION AGREEMENT
WITH RELEASE OF LIABILITY**

This Agreement is dated December 11, 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 June 1, 19 93, filed on June, 19 93, in the Recorder's Office of Shelby County, State of Alabama, in Book , Page No. , Instrument No. 93-16385. Said Mortgage secures the payment of the Promissory Note entered into by Kaya Boyd Parrish ("Borrower/Seller") in favor of Fair-Boston Mortgage Corporation ("Lender"), dated June 1, 19 93, in the principal sum of \$ 73,650.00 ("Note").

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 \$ 71,033.71.

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 \$ 71,033.71.

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.

FAIRBANKS
Assumption Agreement with Release of Liability
2008108 (01/96)

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Initials: CLA
CWA
by



02/1997-00106
12:57 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 117.65

10:81 96 DEC 12 553 PM



954-928-1682 CRC INC.

Inst # 1997-00106

LOAN #: 0176388

CASE #: AL0113703163234

Borrower/Seller

COUNTRYWIDE HOME LOANS, INC.

By: Stacy L.

Borrower/Seller

Purchaser CARL W. ALBRIGHT, IIICarl W. Albright Jr.Purchaser CARL W. ALBRIGHT, JR.
BY Carl W. Albright, III, as his Attorney In Fact

Forwarding address of Borrower/Seller _____

Mailing address of Purchaser _____

State of California
County of _____

} ss.

On _____

before me,

personally appeared _____

_____, 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)

(Seal)

State of Alabama
County of Jefferson

On Dec. 13, 19 96, before me, the undersigned, personally appeared Carl W. Albright, III and Carl W. Albright, Jr.

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 they executed the same.

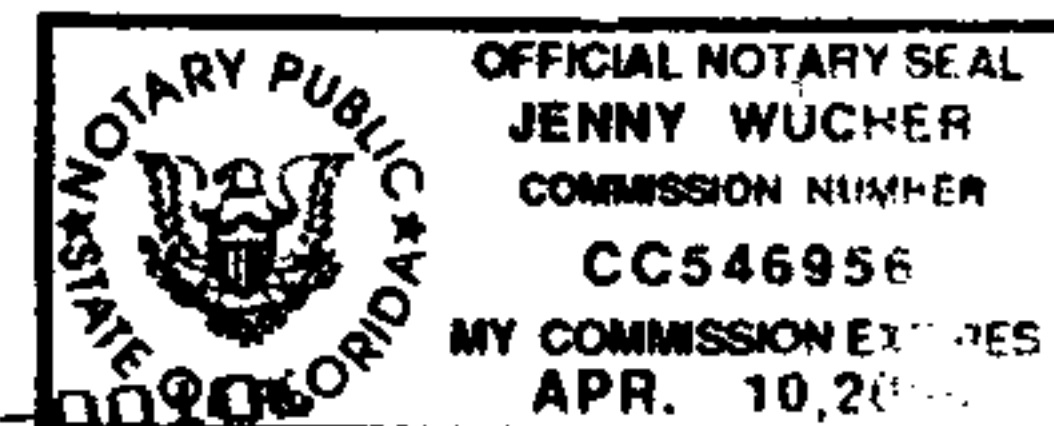
Signature _____

Name (typed or printed) Thomas E. Norton, Jr.State of Florida
County of BROWARD

On DEC. 13, 19 96, before me, the undersigned, personally appeared Faye Boyd Parrish

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 she executed the same.

Signature _____

Name (typed or printed) JENNY WUCHER

FHA/VA/CONV
Assumption Agreement with Release of Liability
2C355208 (01/96)

Inst # 1997-00106

01/02/1997-00106
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SHELBY COUNTY JUDGE OF PROBATE
002 MCD 117.65

Inst # 1997-00106