

State: Alabama

This instrument was prepared by
KATHY CUPP
c/o COLLATERAL MORTGAGE, LTD.
1900 Crestwood Boulevard
Birmingham, Alabama 35210

ASSUMPTION AND RELEASE AGREEMENT

This agreement is made September 27, 1996, between Stephen Mark Heatherly & his wife Amy Parson Heatherly

of _____ (Address), City of _____,
County of _____, State of _____, herein referred to as
Mortgagor/Seller, New South Federal Savings Bank of Birmingham, County of
Jefferson, State of Alabama, herein referred to as Mortgagee/Holder, and Thomas William St. John, Jr.
ife Tina Elaine St. Johnof 1050 Independence Court, _____ (Address),
City of Alabaster, County of Shelby, State of Alabama,
herein referred to as Purchaser/Assumptor.

THE PARTIES RECITE AND DECLARE THAT:

1. Seller is obligated and liable for the payment to Mortgagee of the debt evidenced by a
Mortgage (Mortgage/Security Deed/Deed of Trust) Note (hereinafter referred to as "the Note")
in the sum of One hundred five thousand seven hundred eighty-one Dollars (\$105,781.00), dated
February 9, 1994, and executed by Stephen Mark & Amy Parson Heatherly, which Note is secured
by a Mortgage (Mortgage/Security Deed/Deed of Trust), (hereinafter sometimes referred
to as "Mortgage"), dated February 9, 1994, that was recorded on February 10,
1994, in Inst. 1994-04543 (O. R. Book, Mortgage Book, etc.), Page _____, in the office
of Judge of Probate of Shelby County, State of Alabama,
and Mortgagee now owns and holds such Note and Mortgage (Mortgage/Security Deed/Deed
of Trust).

2. Seller has sold and conveyed or is about to sell and convey to Purchaser(s) all of the real property
described in such Mortgage, and both Seller and Purchaser have requested Mortgagee to release Seller(s)
from liability under or on account of such Note and/or such Mortgage/Security Deed/Deed of Trust.

FOR the reasons set forth above and in consideration of the mutual conveyance and promises of the
parties hereto, Seller, Mortgagee, and Purchaser covenant and agree as follows:

SECTION ONE
UNPAID BALANCE OF SECURED OBLIGATION

All monthly installments of principal and interest provided by such Note to be paid on and after
September 1, 1996, are unpaid. Seller, Holder, and Assumptor hereby agree that the unpaid
principal balance on said Note, as of August 1, 1996, is One hundred two thousand
four hundred eighty-five Dollars (\$102,485.45).

SECTION TWO
RELEASE FROM LIABILITY

Seller is hereby released from further liability under or on account of such Note and/or such
Mortgage/Security Deed/Deed of Trust).

SECTION THREE
ASSUMPTION OF LIABILITY

Purchaser agrees to assume the obligation evidenced by the Note, and to pay such Note in installments
at the times, in the manner, and in all other respects as provided in such Note; to perform all of the
obligations provided in such Mortgage and Note to be performed by Seller at the time, in the manner, and
in all respects as therein provided; and to be bound by all the terms of such Mortgage/Security Deed/Deed
of Trust and Note; all as though such Note and such Mortgage/Security Deed/Deed of Trust, and each of them,
had originally been made, executed and delivered by Purchaser.

Except as modified herein, said Note is hereby ratified, approved and affirmed in all of its terms
and conditions and shall remain in full force and effect as originally written.

SECTION FOUR
NO IMPAIRMENT OF LIEN

All of the real property described in such Mortgage (Mortgage/Security Deed/Deed
of Trust) shall remain subject to the lien, charge or encumbrance of such Mortgage/Security Deed/Deed of
Trust), and nothing herein contained or done pursuant hereto shall affect or be construed to affect the
lien, charge or encumbrance of the Mortgage/Security Deed/Deed of Trust or the priority thereof over other
liens, charges or encumbrances, or, except as herein otherwise expressly provided, to release or affect
the liability of any other party or parties whomsoever who would now or who may hereafter be liable under
or on account of such Note and/or such Mortgage/Security Deed/Deed of Trust.

It is the intention of the parties hereto that this instrument shall not constitute a novation and

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shall in no way adversely affect or impair the priority of Lender's Mortgage
(Mortgage/Security Deed/Deed of Trust).

SECTION FIVE
INTERPRETATIONS

In this agreement, the singular number includes the plural and the plural number includes the singular. If this agreement is executed by more than one person, firm, corporation or other entity as purchaser, the obligations of each such person, firm, corporation, or other entity hereunder shall be joint and several.



SECTION SIX
LIMITATIONS



The right to please any statute of limitations as a defense to any obligations and demands secured by or mentioned in such Mortgage is hereby waived by Purchaser to the full extent permissible by law.

SECTION SEVEN
APPLICATION OF AGREEMENT

This agreement applies to, inures to the benefit of, and binds all parties hereto and their respective heirs, legatees, devisees and administrators, successors and assigns.

In witness whereof, the parties have executed this agreement on the day and year first above written.


Seller | STEPHEN MARK HEATHERLY

Seller AMY PARSON HEATHERLY


Purchaser THOMAS WILLIAM ST. JOHN, JR.

Purchaser TINA ELAINE ST. JOHN

NEW SOUTH FEDERAL SAVINGS BANK, A FEDERALLY
CHARTERED SAVINGS BANK
Mortgagee

By: 
ASSISTANT Vice President KATHLEEN C. [unclear]

STATE OF Alabama)
COUNTY OF Jefferson)

Before me the undersigned, a Notary Public for said State and County, personally appeared Stephen Mark Heatherly & wife Amy Parson Heatherly and Thomas William St. John, Jr. & wife Tina Elaine St. John described in the foregoing Assumption and Release Agreement and who, being first duly sworn, state that they have executed the same as their free act and deed.

Witness my hand and Notarial Seal at office this 27 day of September, 1996.


Notary Public

My Commission Expires: 5-25-99

STATE OF)
COUNTY OF)

Before me _____, A Notary Public for said State and County, personally appeared _____, described in the foregoing Assumption and Release Agreement and who, being first duly sworn, state that they have executed the same as their free act and deed.

Witness my hand and Notarial Seal at office this _____ day of _____, 19____.

Notary

My Commission Expires: _____

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

Before me LINDA SUE KIZZIAH, A Notary Public for said State and County, personally appeared KATHLEEN CUPP ASSISTANT VICE PRESIDENT FOR NEW SOUTH FEDERAL SAVINGS BANK, A FEDERALLY CHARTERED SAVINGS BANK described in the foregoing Assumption and Release Agreement and who, being first duly sworn, state that they have executed the same as their free act and deed.

Witness my hand and Notarial Seal at office this 11 day of October, 1996.


Notary LINDA SUE KIZZIAH

My Commission Expires: 7/14/99

Note: The above Assumption and Release Agreement must be signed by all parties named. All signatures must also be notarized/witnessed based on the state's requirements. (Additional notary acknowledgments, if necessary, can be typed and added as a page to this document.)

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