

STATE OF ALABAMA)
 :
SHELBY COUNTY)

ASSUMPTION OF MORTGAGE AND NOTE
WITHOUT RELEASE

WHEREAS, Central State Bank is the holder of a note from William D. Murray and Tamara Jean Murray, in the amount of \$225,953.04 evidenced by a promissory note dated August 2, 1996; and

WHEREAS, that note is secured by that certain mortgage executed by William D. Murray and Tamara Jean Murray, dated August 2, 1996, and recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument # 1996-25818; and

WHEREAS, William D. Murray and Tamara Jean Murray have since divorced, the Final Decree dated December 13, 1996, issued in the Circuit Court of Shelby County, and under the terms of the Final Decree, William D. Murray was awarded the property which is the subject of the above described mortgage and Tamara Jean Murray has since executed a deed to William D. Murray conveying all her interest in the property; and

WHEREAS, David E. Walker and Marie Walker have offered to purchase from William D. Murray the real property and improvements as described in the aforesaid mortgage; and

WHEREAS, the sale of the real property and improvements as described in the aforesaid mortgage is subject to the approval and consent of Central State Bank, and Central State Bank has refused to give its consent to David E. Walker and Marie Walker unless David E. Walker and Marie Walker unconditionally assume and agree to undertake the obligations of William D. Murray to Central State Bank, and to otherwise enter into the covenants and agreements herein contained.

NOW, THEREFORE, for and in consideration of the consent by Central State Bank to the aforesaid transfer to David E. Walker and Marie Walker, the undersigned, agree as follows:

David E. Walker and Marie Walker do hereby assume and agree to pay to Central State Bank the unpaid principal balance and all accrued interest of the promissory note, described hereinabove, pursuant to the terms and conditions of said promissory note.

William D. Murray and David E. Walker and Marie Walker further agree that all documents creating the security interest in the real property will remain in effect and that nothing contained herein, or done pursuant hereto, shall affect or alter said documents, or their priority over other liens, charges, or encumbrances. Likewise, the parties hereto agree that nothing contained herein, or done pursuant hereto, shall release from liability any party or parties, whomever they may be, who now are, or who hereafter may become,

liable under the documents and instruments pursuant to the aforementioned loan.

It is covenanted and agreed that this agreement embodies all the terms and conditions respecting the assumption and said agreement may not be modified or canceled except by a writing executed by all the parties hereto. This agreement shall accrue to the benefit of and be binding on the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, this Agreement was executed on this the 5th day of MARCH, 1997.

William D. Murray
William D. Murray

David E. Walker
David E. Walker

Marie Walker
Marie Walker

Central State Bank does hereby consent to the transfer of assets pursuant to the terms and conditions of the foregoing Agreement dated at Calera, Alabama on this the 5th day of March, 1997.

Central State Bank

By: [Signature]
Its Mortgage Loan Officer

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that William D. Murray, whose name is signed to the foregoing assumption, and who is known to me, acknowledged before me on this day, that being informed of the contents of this assumption, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 5th day of March, 1997.

Frank H. Tomlinson
Notary Public

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that David E. Walker and Marie Walker, whose names are signed to the foregoing assumption, and who are known to me, acknowledged before me on this day, that being informed of the contents of this assumption, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 5th day of MARCH, 1997.

Frank H. Tomlinson
Notary Public

Inst # 1997-06977