

ASSUMPTION AGREEMENT WITH RELEASE

THIS IS A BALLOON LOAN WITH A MATURITY DATE OF AUGUST 01, 2003.

THIS AGREEMENT is made this 21st day of March, 1997, between Mark A. Tant and Carla C. Redman, (here "BORROWER"), and Carla C. Redman, (here "ASSUMER"), and HomeSide Lending, Inc., (here "LENDER"), for an assumption and release with respect to a promissory note dated the 25th day of July, 1996, in the original amount of U.S. \$124,500.00, bearing interest at the rate of 8.00 percent per annum, secured by a Mortgage of the same date, made by borrower to Castle Mortgage Corporation, recorded in the Probate Office, Official Records of Shelby County, Alabama, in Book _____, Page(s) _____, as Document No. 1995-25712 **, on the 25th day of July, 1996, secured by the following described property in the County of Shelby, City of Alabaster, State of Alabama:

**Transferred and assigned to
Homeside Lending, Inc. by
Instrument recorded in
Instr#1996-33530

Lot 3, according to the survey of Grande View Estates, Givianpour Addition to Alabaster, 3rd Addition, as recorded in Map Book 20, page 111 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Mineral and mining rights excepted.

which has the address of 135 Grande Club Drive, Alabaster, Alabama 35007 (Herein "PROPERTY ADDRESS");

WHEREAS, BORROWER is indebted to LENDER under the note and Mortgage described above, payable in 84 (term of the balloon) monthly installments of \$913.54 due on the first day of each month, and;

WHEREAS, BORROWER desires to sell and ASSUMER desires to purchase such property subject to such indebtedness and to assume the unpaid principal owing to LENDER, but such Mortgage requires the written consent of LENDER prior to any sale or transfer of all or any part of such property, and a sale or transfer without consent of LENDER would constitute a default of such Mortgage, and BORROWER and ASSUMER wish to obtain the consent of LENDER to such sale or transfer;

NOW THEREFORE, for and in consideration of the granting of such consent by LENDER and of the benefits flowing to each of the parties hereto, they do agree as follows:

1. STATUS OF LOAN. As of the date of the transfer of the property on 21st day of March, 1997, or as a result of such transfer, payments of principal and interest on the indebtedness are current, and the unpaid principal balance of the indebtedness to LENDER is \$123,903.39 as of such date, subject to payment of all checks in process in collection.

Inst # 1997-09135

03/25/1997-09135
12:23 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 NCB 202.00

M.T.
C.R.

Inst # 1997-09135

2. ASSUMPTION. ASSUMER hereby assumes such indebtedness and shall hereafter make all monthly payments as called for therein. If this agreement is entered into after the date of the transfer of the property, ASSUMER agrees and tenders herewith an amount necessary to make the loan current as of the date of this agreement. Further, ASSUMER agrees to abide by all provisions of such note and of the Mortgage securing such indebtedness described above. In the event of any default by ASSUMER under the terms of such note or Mortgage, LENDER may exercise all remedies available to it under the terms of such note or Mortgage including an action at law against ASSUMER to collect any moneys due under the note, and exercise the remedies contained in the non-uniform covenants of the Mortgage. ASSUMER hereby acknowledges that LENDER has made all disclosures to ASSUMER as may be required under the Consumer Credit Protection Act of 1968 and Regulation Z (Title 12, part 226, Code of Federal Regulations).

3. FUNDS FOR TAXES AND INSURANCE. BORROWER hereby relinquishes and transfers to ASSUMER all BORROWER'S interest in any moneys which may be held by LENDER as escrow deposits for the purposes of application to taxes, assessments, fire or other insurance premiums, or any other purposes for which deposits are being required by LENDER.

4. LENDER CONSENT AND RELEASE. LENDER hereby consents to the sale and transfer of such property to ASSUMER by BORROWER, hereby accepts ASSUMER as its obligor, and shall amend its records to indicate the transfer of such indebtedness from the name of BORROWER to the name of ASSUMER, and LENDER shall henceforth in all respects treat ASSUMER as its borrower. LENDER hereby releases BORROWER from all obligations or liabilities under such note or Mortgage. All other terms of this agreement to the contrary, notwithstanding the remedies contained in the non-uniform covenants of the Mortgage shall remain in full force and effect in accordance with their terms.

5. FUTURE TRANSFER OF PROPERTY. ASSUMER agrees that the granting of consent by LENDER to this transfer shall not constitute a waiver of the restrictions on transfer contained in such Mortgage, and such restrictions shall continue in full force and any future transfer or sale by ASSUMER without the prior written consent of LENDER shall constitute a default of the terms of such Mortgage, and LENDER, at its option, may exercise all remedies available to it under the terms of such note and Mortgage.

6. WHEREVER the words "BORROWER" or "ASSUMER" are used in this agreement, they shall represent the plural as well as the singular, the feminine and neuter genders as well as the masculine, and shall include heirs, successors or assigns.

7. MODIFICATION TERMS. The BALLOON NOTE and Mortgage are hereby amended as follows:

A. The Principal and Interest Payments shall be made on the first day of each month beginning the 1st day of April, 1997 in the amount of \$913.54. Payments will be made every month until all the principal and interest described as owed on the NOTE has been paid. Monthly payments will be applied to interest before principal. If on the 1st day of August, 2003, amounts are still owed on this NOTE, these amounts will be due on that date which is called the "MATURITY DATE".

M.T.
CR.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year aforesaid.

Mark A. Tant
BORROWER: Mark A. Tant

Carla C. Redman
BORROWER: Carla C. Redman

Signed, sealed and delivered in the presence of:

WITNESS:

WITNESS:

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I hereby certify that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MARK A. TANT and CARLA C. REDMAN to me known to be the persons described in and who executed the foregoing instrument, and severally acknowledged before me that they executed the same.

Witness my hand and official seal in the County and State aforesaid this 21st day of March, 1997.

Gene W. Gray, Jr.
Notary Public GENE W. GRAY, JR.
My Commission Expires: 11/09/98

Carla C. Redman
ASSUMER: Carla C. Redman

ASSUMER:

Signed, sealed and delivered in the presence of:

WITNESS:

WITNESS:

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I hereby certify that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared CARLA C. REDMAN and _____ to me known to be the persons described in and who executed the foregoing instrument, and severally acknowledged before me that they executed the same.

Witness my hand and official seal in the State and County aforesaid this 21st day of March, 1997.

Gene W. Gray, Jr.
Notary Public GENE W. GRAY, JR.
My Commission Expires: 11/09/98

LENDER: HOMESIDE LENDING, INC.
formerly known as BancBoston Mortgage Corporation, Inc.

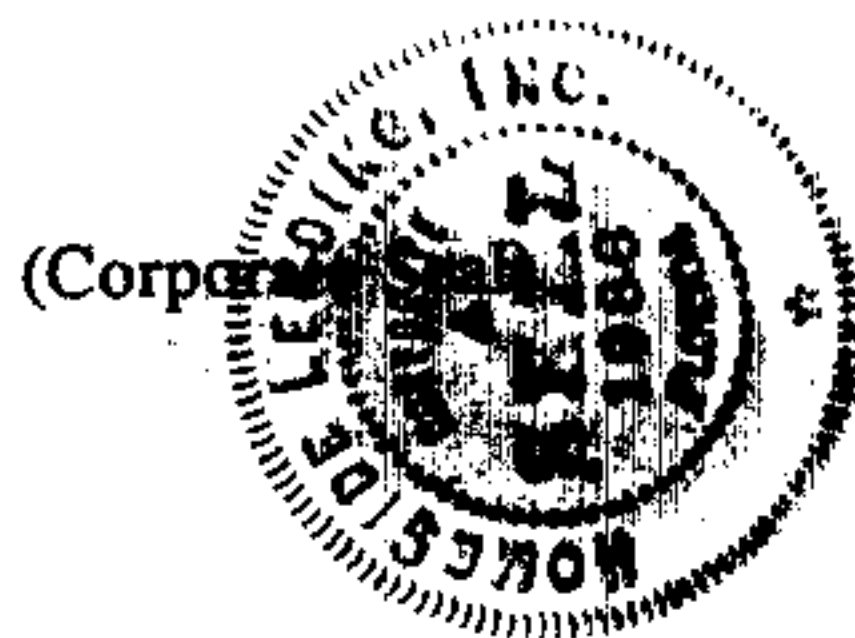
Signed, sealed and delivered
in the presence of:

Debbie Halderman
Debbie Halderman (Witness)

By: Dian D. Bailey
Dian D. Bailey
Assistant Secretary

Carmel W. Engelthaler
Carmel W. Engelthaler (Witness)

Attest: Elizabeth E. Brigham
Elizabeth E. Brigham
Vice President



STATE OF FLORIDA

COUNTY OF DUVAL

I hereby certify that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Dian D. Bailey and Elizabeth E. Brigham to me known to be the persons described in and who executed the foregoing instrument as Assistant Secretary and Vice President, respectively, of the corporation named therein, and severally acknowledge before me that they executed the same as such officers in the same and on behalf of said corporation.

Witness my hand and official seal in the State and County aforesaid this 28th day of February, 1997.



Teresa Lee Boland
Teresa Lee Boland
Notary Public State of Florida

PLEASE RECORD AND RETURN TO:

Prepared by:

HOMESIDE LENDING, INC.
ALTERNATE PRODUCTION UNIT
7301 BAYMEADOWS WAY / APU-1
JACKSONVILLE, FLORIDA 32256-1497
ATTN: TERESA LEE BOLAND

Inst. # 1997-09135
032256-1497
12-18-99
COUNTY JUDGE OF PROBATE
202.00
004 MCO