

PREPARED BY H SHAFFER

RETURN TO — **First Nationwide Mortgage Corp.**
PO Box 9481, Department 0054
Gallthersburg, Maryland 20898-9481
577-9927401

TO BE RECORDED

ASSUMPTION AGREEMENT WITH RELEASE OF LIABILITY

THIS AGREEMENT, made this 15th day of July, 1997, by and among
Stephen C Mitchell ("Sellers"),
Gregory Todd Brown ("Purchasers").

WITNESSETH LOT 27 ACCORDING TO THE SURVEY OF THE MEADOWS PLAT 2 AS RECORDED IN MAP
BOOK 20 PAGE 17 IN THE PROBATE OFFICE OF SHELBY COUNTY ALABAMA BEING
SITUATED IN SHELBY COUNTY ALABAMA 1996-00051

WHEREAS, Purchaser(s) has purchased from the Seller(s) real property located at 210 Jasmine Drive Alabaster
AL 35007 as set forth in the security instrument ("Security Instrument") dated
December 29, 1995, which was recorded among the Land Records of Shelby
County, State of AL; and

WHEREAS, on December 29, 1995, a note ("Note") covered by the security instrument was
executed by the "Sellers" in the original amount of \$ 99,284.00, payable in monthly installments of principal and
interest in the amount of \$ 694.21 each, commencing on the first day of February
1996 and continuing monthly thereafter until the first day of January, 2026, when the
principal and interest are fully paid. The outstanding balance of the Note as of the date hereof is \$ 97,884.81 and

WHEREAS, Purchaser desires to assume and to agree to pay the indebtedness and to perform all of the terms and
conditions of the said note and security instrument.

NOW, THEREFORE, in consideration of one and more dollars (\$1.00+) and other good and valuable consideration, the
receipt and sufficiency of which is hereby mutually acknowledged, the parties agree as follows:

1. Purchaser assumes and agrees to pay the indebtedness evidenced by the said Note according to the terms of the Note
and agrees to keep and to perform all of the covenants and conditions of the security instrument according to the provisions
thereof and agrees to be bound thereby with the same force and effect as though the Purchaser had been the original maker of
the Note and security instrument.
2. Seller and Purchaser severally represents, warrant, and agree they have no offsets or defenses of any kind against
enforcement of the said Note and security instrument which shall remain and continue in full force and effect hereby approved,
ratified, and confirmed.
3. Lender understands and agrees that by the execution of this Agreement the Seller is no longer personally liable to pay
the indebtedness evidenced by the said Note and is released from liability.
4. The liability of those signing this Agreement as Purchaser shall be joint and several.
5. The word "Note" as used in this Agreement shall be construed to mean the note, bond, or any other written instrument
which evidences the indebtedness referred to herein. The words "Security Instrument" as used in the Agreement shall be
construed to mean the mortgage, deed of trust, or other written instrument which secured the indebtedness referred to herein.
6. Whenever appropriate, the singular number shall include the plural and the plural the singular.

IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this Agreement the day and year
first above written.

Stephen C Mitchell
Seller: **Stephen C Mitchell**

Gregory Todd Brown
Purchaser: **Gregory Todd Brown**

Seller:

Purchaser:

First Nationwide Mortgage Corporation,

By: Susan L Newberry **Susan L Newberry, Assistant Vice President**

STATE OF NORTH CAROLINA }
COUNTY OF WAKE } SS:

On this 15th day of July, 1997, before me, the undersigned officer, personally
appeared Stephen C Mitchell (Sellers),
known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to within the instrument and
acknowledged that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

Vasha N. Braggs
NOTARY PUBLIC My Commission Expires October 29, 2000
MY COMMISSION EXPIRES: _____

STATE OF MARYLAND
COUNTY OF FREDERICK

} ss:

On this 18TH day of JULY, 1997, before me, the undersigned officer, personally appeared Susan L. Newberry, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to within the instrument and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

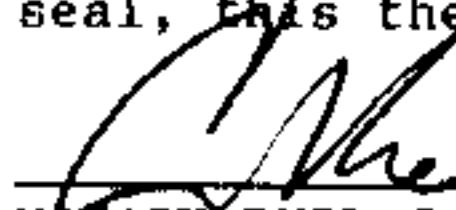

NOTARY PUBLIC
MY COMMISSION EXPIRES: 11/7/98

Inst # 1997-22921

State of Alabama)
County of Jefferson)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Gregory Todd Brown, whose name(s) is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 15th day of July, 1997.


NOTARY PUBLIC

My commission expires: 5/29/99

Inst # 1997-22921

07/22/1997-22921
10:17 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 157.85