

3476143

ASSUMPTION AND RELEASE AGREEMENT
(With Release of Obligor's Liability)

THIS AGREEMENT, made between and entered into this 31st day of December
1997, by and between SouthTrust Mortgage Corporation (hereinafter referred
to as "Holder"), and Lisa C. Phurrough, an unmarried woman
Amy J. Vyhlidal and Chad J. Vyhlidal, Wife and Husband
(hereinafter referred to as "Obligor").

Inst # 1998-06717

WITNESSETH THAT:

WHEREAS, Obligor has heretofore either executed and delivered or assumed and
agreed to pay for valuable consideration that certain Promissory Note in the
sum of ninety-two thousand eight hundred ninety-four and no/100 Dollars
(\$92,894.00), dated April 30, 1996, which said Note is secured by a Mortgage
of even date therewith recorded in the official record of Shelby County,
Alabama and

WHEREAS, Assumptor is purchasing the property described in said Mortgage from
Obligor and is willing to assume the payment of the obligations represented
by said Note and Mortgage, and

NOW, THEREFORE, in consideration of the agreement and undertaking of
Assumptor assuming and agreeing to pay the Note and to perform the covenants
and obligations of said Mortgage securing said Note, as said Note and
Mortgage are hereinafter modified, Holder hereby waives and relinquishes its
right under the Mortgage to declare all sums secured by the Mortgage to be
immediately due and payable by reason of the sale and transfer by Obligor to
Assumptor. It is agreed and understood that this waiver and relinquishment
applies only to said sale, not to any future sales or transfers.

IT IS FURTHER UNDERSTOOD AND AGREED that Holder releases the Obligor from
further obligation of the aforesaid Note and Mortgage.

ASSUMPTOR HEREBY AGREES to pay the indebtedness evidenced by said Note as so
modified and perform each and every obligation contained therein or in any
instrument at any time given to evidence or secure said indebtedness, or any
part thereof, and also to comply with any covenant, condition, or obligation
contained in said Mortgage.

HOLDER, OBLIGOR, AND ASSUMPTOR hereby agree that the unpaid principal balance
on the said Note, as of December 29, 1997, is ninety-one thousand five
hundred seven and 74/100 Dollars (\$91,507.74).

ALL PARTIES TO THIS AGREEMENT specifically undertake and agree that nothing
in this Agreement shall be understood or construed to amount to a
satisfaction or release in whole or in part of said Note, or Mortgage, or of
the property involved in the Mortgage, including modifications thereof, nor
impair the right of sale provided for under the terms of the Mortgage or
other remedy provided by the law for the foreclosure of mortgages by action
or otherwise.

IT IS UNDERSTOOD AND AGREED that all terms and conditions of the above
mentioned Note and Mortgage, including modification thereof, if any, shall
remain in full force and effect without change, except as hereinabove
otherwise specifically provided. The term mortgage, as used herein, shall
refer to any mortgage, deed of trust, mortgage deed, or any similar security
instrument.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the
date first above written.

Amy J. Vyhlidal 12/30/97
Obligor Amy J. Vyhlidal

Lisa C. Phurrough 12/31/97
Assumptor Lisa C. Phurrough

Chad J. Vyhlidal 12/30/97
Obligor Chad J. Vyhlidal

Assumptor
02/27/1998-06717
10:19 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MEL 150.35

IN WITNESS WHEREOF, Holder has executed this Agreement this 31st day of
December, 1997.

Janis Falleur
By Janis Falleur

Its Assistant Vice President

Attest:

Lynn K. Owens
By Lynn K. Owens
Its Assistant Vice President

STATE OF Nebraska SS:

COUNTY OF Lancaster

Before me, Notary Public in and for the jurisdiction aforesaid, this day personally appeared Amy J. Vyhlidal and Chad J. Vyhlidal, Wife and Husband personally known to me to be the person(s) who acknowledged execution of the foregoing instrument.

My Commission Expires:



Margaret A. Krieser
Notary Public

STATE OF Alabama SS:

COUNTY OF Jefferson

Before me, Notary Public in and for the jurisdiction aforesaid, this day personally appeared Lisa C. Phurrough, an unmarried woman personally known to me to be the person(s) who acknowledged execution of the foregoing instrument.

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: MAY 6, 2001

STATE OF ALABAMA

COUNTY OF Chilton
~~JEFFERSON~~

Before me, Notary Public in and for the jurisdiction aforesaid, this day personally appeared Janis Falleur, personally known to me and known to me to be the Assistant Vice President of SouthTrust Mortgage Corporation, Birmingham, Alabama, and who, being first duly sworn, did acknowledge execution of the foregoing instrument this 31st day of December, 1997.

Rubecilla Adams
Notary Public

My Commission Expires 4-21-2001

Inst # 1998-06717

02/27/1998-06717
10:19 AM CERTIFIED
SHILBY COUNTY JUDGE OF PROBATE
002 MEL 150.35