

AFTER RECORDING RETURN TO:
COLONIAL MORTGAGE COMPANY
ATTN: ASSUMPTION DEPT
P. O. BOX 5628
MONTGOMERY, AL 36103

**ASSUMPTION AND RELEASE AGREEMENT
(WITH RELEASE OF OBLIGOR'S LIABILITY)
CMC#388173**

Inst # 2000-30180

THIS AGREEMENT, made and entered into this 26 day of August 2000, by Larue Residential Lenders, Inc. assigned to COLONIAL BANK as Successor in interest to Colonial Mortgage Company dated February 2, 1999, recorded in Instrument # 1999-05546, (hereinafter referred to as "Holder") and Richard Gagliano & Frances L. Payne (hereinafter referred to as "Assumptor") and Craig W. George & Dawn George (hereinafter referred to as "Obligor")

WITNESSETH THAT:

WHEREAS, Obligor has heretofore either executed and delivered or assumed and agreed to pay for valuable consideration the certain Promissory Note in the sum of Ninety-Eight Thousand, One Hundred Nineteen Dollars & No Cents (\$98,119.00) dated December 15, 1998 which said Note is secured by a Mortgage of even date therewith, recorded in Instrument# 1998-51197, of SHELBY county, Alabama.

WHEREAS, the aforesaid Note and Mortgage are currently held by Holder, 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, and not to any further sales or transfers.

IT IS FURTHER UNDERSTOOD AND AGREED that Holder hereby 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 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 August 17, 2000, is Ninety-Six Thousand, Three Hundred Fourty-Eight Dollars & Ninety-Three Cents (\$96,348.93).

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 and Mortgage, or of the property involved in the Mortgage, from the effect of the Mortgage or other remedy provided by law for the foreclosure of mortgages by action or otherwise.

IT IS UNDERSTOOD AND AGREED that all terms and/or conditions of the above mentioned Note and Mortgage, including modifications thereof, if 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.

09/01/2000-30180
11:15 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MMS 13.00

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

Craig W. George
Craig W. George
SELLER

Dawn George
Dawn George
SELLER

Richard Gagliano
Richard Gagliano
PURCHASER

Frances L. Payne
Frances L. Payne
PURCHASER

IN WITNESS WHEREOF, Holder has executed this Agreement, this 26
day of August, 2000.

ATTEST:

Colonial Bank as Successor in
interest to Colonial Mortgage
Company
Holder

Jo Horn
Jo Horn, Vice President

BY: Kathy Boston
Kathy Boston, Sr. Vice President

UNOFFICIAL WITNESS: La Nenda Burt
STATE OF ALABAMA

SS:

COUNTY OF SHELBY

Before me, a Notary Public in and for the jurisdiction aforesaid, this day personally appeared Craig W. George and Dawn George, personally known to me, to be the person(s) who acknowledged execution of the foregoing instrument,

Stella T.
Notary Public

My Commission expires: 2/9/2003

STATE OF ALABAMA

SS:

COUNTY OF SHELBY

Before me, a Notary Public in and for the jurisdiction aforesaid, this day personally appeared Richard Gagliano and Frances L. Payne, personally known to me, to be the person(s) who acknowledged execution of the foregoing instrument,

Stella T.
Notary Public

My Commission expires: 2/9/2003

STATE OF ALABAMA

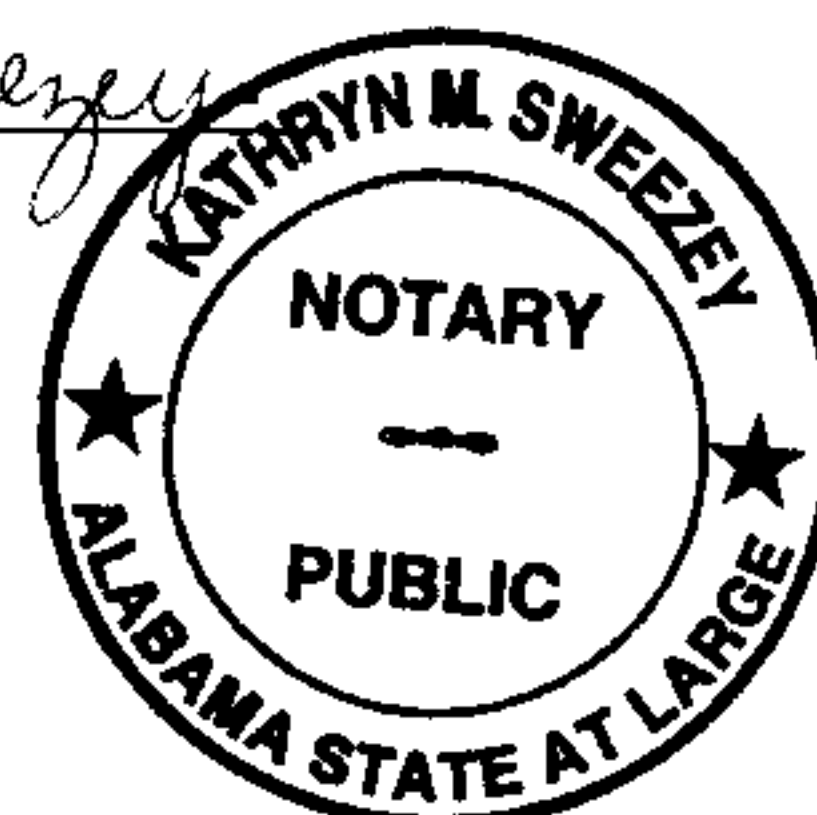
SS:

COUNTY OF MONTGOMERY

Before me, a Notary Public in and for the jurisdiction aforesaid, this day personally appeared Kathy Boston personally known to me, to be the person(s) who acknowledged execution of the foregoing instrument.

Kathryn M. Swezey
Kathryn M. Swezey
Notary Public

My Commission expires: 09/10/01



09/01/2000-30180
11:15 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

002 HHS 13.00

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