

When recorded return to:

AmSouth Bank
1501 E. Woodfield Road
Schaumburg, IL 60173
Attn: Assumptions Dept.
Loan #3010064776

Assumption Agreement With Release of Liability

25th

This agreement is made and entered into this ~~25th~~ day of August, 2000 by and between William M. Ruhsam, Sr. & Rozanne L. Ruhsam (THE EXISTING BORROWER), and Howard F. Johnston III & Sharon S. Johnston (THE NEW BORROWER) And AmSouth Bank .

A. Existing borrower is obligated and liable for payment to lender for the indebtedness evidenced by a certain promissory note dated January 15, 1999, (THE NOTE), which note was made by AmSouth Bank of the lender in original principal sum of \$231,200.00 .

B. The note is secured by a certain Deed of Trust/Mortgage dated January 15, 1999 made by AmSouth Bank as trustor, in which lender is named as beneficiary which was recorded on January 26, 1999 as in Book Number 1999, Page Number 3435, official records of Shelby county, state of Alabama. Copies of the note and Deed of Trust/Mortgage are attached hereto and are incorporated herein by this reference as if set forth herein in full.

C. Existing borrower has sold , transferred and conveyed or is about to sell, transfer and convey to the new borrower all of existing borrower's right, title and interest in and to the property described in the Deed of Trust/Mortgage. In connection therewith, new borrower desires to assumed the obligations represented by the note as well as obligations represented by the Deed of Trust/Mortgage.

THE PARTIES HERETO AGREE AS FOLLOWS:

1. As of the date hereof, the unpaid balance on the note is \$227,071.52 with interest paid to 08/01/00 at the rate of 6.250 percent per annum (0%). The monthly installment of principal and interest payable under the note is presently due for 09/01/00 in the amount of \$ 1423.54 .

2. New borrower shall pay to lender an assumption fee of \$ 900.00

3. New borrower agrees that the terms of the original note shall remain in full force and effect and remain unchanged.

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SHELBY COUNTY JUDGE OF PROBATE

4. New borrower hereby covenants, promises and agrees (A) to assume and pay the indebtedness evidenced by the note in installments at the times, in the manner, and in all respects as therein provided, (B) to perform and each and all the obligations provided in the Deed of Trust/Mortgage to be performed by the trustor at the time, in the manner and in all respects as therein provided; and (C) to be bound by each and all the provisions of the Deed of Trust/Mortgage, all as though made, executed and delivered by the trustor, and personally assumed all duties, obligations and liabilities pursuant to the note and Deed of Trust/Mortgage.

5. The property described in the Deed of Trust/Mortgage shall remain subject to the lien, charge or encumbrance of the Deed of Trust/Mortgage and nothing therein contained or done pursuant hereto shall affect or be construed to affect the liens, charges or encumbrances of the Deed of Trust/Mortgage, or the priority thereof over other liens, charges or encumbrances, or, except as herein otherwise expressly provided, to release or affect the liability of any party or parties whomsoever may now or hereafter be liable under or on account of the note and or Deed of Trust/ Mortgage.

6. As of the effective date of the agreement, lender hereby waives its right to accelerate the entire unpaid balance of the note by reason of the transfer to the new borrower of the property described in the Deed of Trust/Mortgage, but such waiver shall not be deemed to be a waiver with regard to future sales, transfers, conveyances or other transactions.

7. This agreement is made pursuant to and shall be construed and governed by the laws of the state **Alabama** and the rules and regulations promulgated thereunder.

8. This agreement contains the entire agreement of parties hereto with respect to the subject matter hereof and supersedes any prior written or oral agreements among them concerning the subject matter hereof. There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto, relating to the subject matter hereof, which are not fully described herein.

9. Existing borrower and new borrower expressly represent and warrant, and this agreement shall become effective only upon the condition, that the property described in the Deed of Trust/Mortgage is subject to no lien subsequent or subordinate to the lien of the Deed of Trust/Mortgage except:

No Exceptions

10. The provisions of the note and Deed of Trust/Mortgage shall remain in full force and effect and shall remain unchanged.

11. This agreement does provide a release of liability, duties, obligations, and commitments to the existing borrower.

12. In this agreement, the singular number includes the plural and the plural number includes the singular. If this agreement is executed by more than one person, firm or corporation as new borrower, the obligations of each person, firm or corporation hereunder shall be joint and several. The pleading of any statutes of limitations as defense to any and all obligations and demands secured by or mentioned in the Deed of Trust/Mortgage is hereby waived by the new borrower to the full extent permissible by law.

13. Any new borrower herein who is a married person expressly agrees that recourse may be had against his/her separate property for any deficiency after sale of property affected by the Deed of Trust/Mortgage.

14. This agreement applies to, inures to the benefit of and binds all parties hereto and their respective heirs, legatees, devisees, administrators, executors, successors and assigns.

15. All notices and correspondence to the new borrower shall be mailed to:

Howard F. Johnston III & Sharon S. Johnston

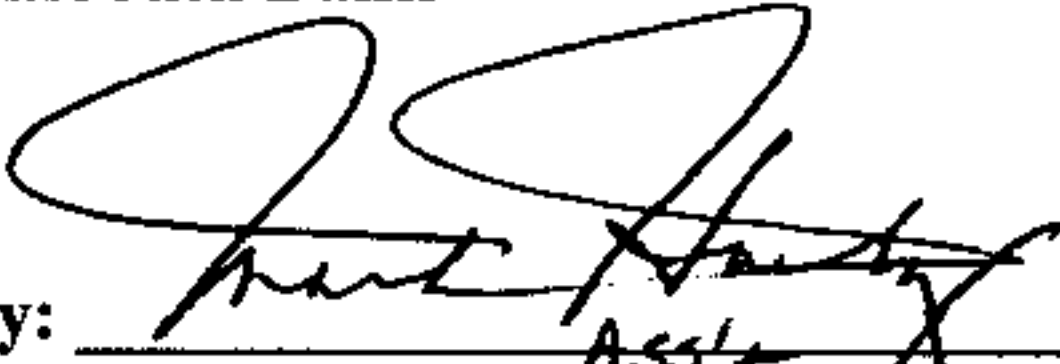
3735 Keswick Circle

Birmingham, AL 35242

Any changes to this address shall be submitted to **AmSouth Bank**, its Successors and/or assigns in writing.

In witness whereof, the parties hereto have executed this agreement the day and year above written.

AmSouth Bank

By: 
Mark Hartz, ^{Asst.} Vice-President


Existing Borrower William M. Ruhsam, Sr.


Existing Borrower Rozanne L. Ruhsam


New Borrower Howard F. Johnston III


New Borrower Sharon S. Johnston

State of Alabama)
County of Jefferson)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Howard F. Johnston, III and Sharon S. Johnston, whose name(s) are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 25th day of August, 2000



NOTARY PUBLIC

My commission expires: 6/5/03

State of Alabama)
County of Jefferson)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that William M. Ruhsam, Sr. and Rozanne L. Ruhsam, whose name(s) are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 25th day of August, 2000



NOTARY PUBLIC

My commission expires: 6/5/03

CORPORATE ACKNOWLEDGEMENT

State of Alabama

County of Shelby

On 9-8-00 before me, the undersigned, a Notary Public in and for said State, personally appeared Mark Hartz, known to me to be the Asst. Vice President Officer of the Corporation that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within Instrument.

WITNESS my hand and official seal.

Signature Angela Dellinger

Date 9-8-00

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005 MMB 23.00