

Mortgage No: 7272848

Inst # 2000-42853

ASSUMPTION AGREEMENT WITH RELEASE

THIS AGREEMENT is made this **6th** day of **December, 2000**, between, **Glenn Robert Henderson**, (here "BORROWER"), and **Elisabeth M. Creel**, (here "ASSUMER"), and HomeSide Lending, Inc., (here "LENDER"), for an assumption and release with respect to a promissory note dated the **3rd** day of **September, 1998**, in the original amount of **US \$105,003.00**, bearing interest at the rate of **7.500** percent per annum, secured by an FHA Mortgage of the same date, made to **Johnson & Associates Mortgage Co., Inc.**, recorded in **Book 1998, Page(s) 35466**, in the **Office of the Judge of Probate of Shelby County, Alabama**, with a legal description as follows:

Lot 62, according to the Survey of Kingwood, First Addition, as recorded in Map Book 6, Page 90, in the Office of the Judge of Probate of Shelby County, Alabama.

Which has the property address of **1616 King Charles Court, Alabaster, Alabama 35007**, (herein "PROPERTY ADDRESS,");

WHEREAS, BORROWER is indebted to LENDER under the note and deed of trust described above, payable in 360 monthly installments of **\$734.20** 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 deed of trust 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 deed of trust, 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 the **6th** day of **December, 2000**, 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 was **\$102,810.26** as of such date, subject to payment of all checks in process in collection.

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 deed of trust securing such indebtedness described above. In the event of any default by ASSUMER under the terms of such note or deed of trust, LENDER may exercise all remedies available to it under the terms of such note or deed of trust 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 deed of trust. 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).

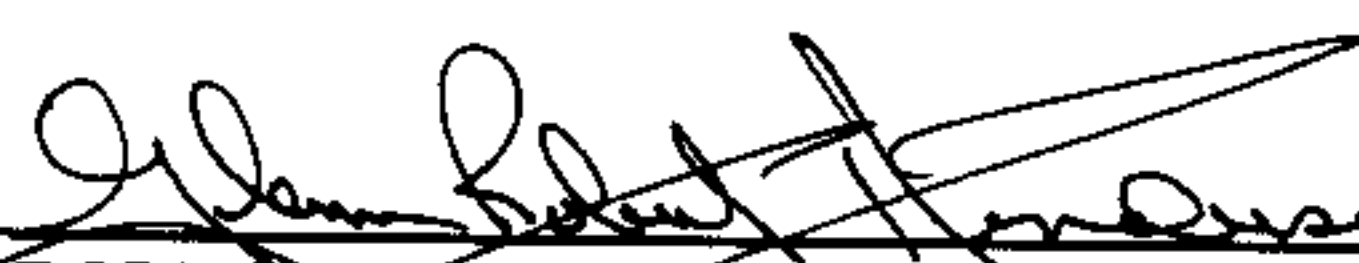
3. FUNDS FOR TAXES AND INSURANCE. BORROWER hereby relinquishes and transfers to ASSUMER all BORROWER'S interest in any moneys which may be held by LENDER as escrow deposits for the purposes of application to taxes, assessments, fire or other insurance premiums, or any other purposes for which deposits 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 deed of trust. All other terms of this agreement to the contrary, notwithstanding the remedies contained in the non-uniform covenants of the deed of trust 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 deed of trust, 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 deed of trust, and LENDER, at its option, may exercise all remedies available to it under the terms of such note and deed of trust.

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.

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

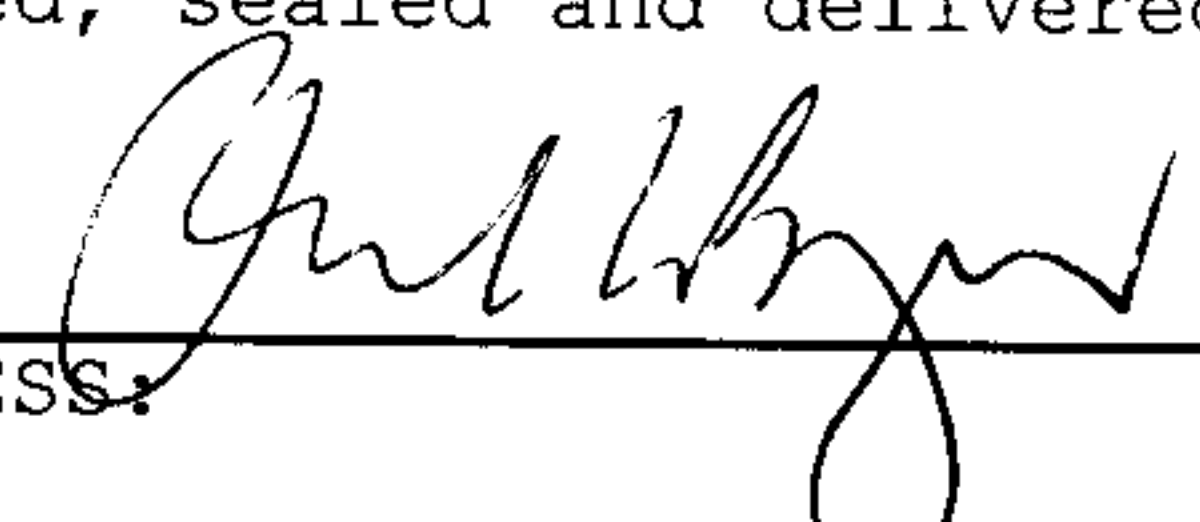

BORROWER: Glenn Robert Henderson

BORROWER:

BORROWER:

BORROWER:

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 **Glenn Robert Henderson**, 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 6th day of December, **2000**.



Notary Public
My Commission Expires: 11/20/2004

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

Elisabeth M Creel
ASSUMER: Elisabeth M. Creel

ASSUMER:

ASSUMER:

ASSUMER:

Signed, sealed and delivered in the presence of:

Paul H. Brown
WITNESS:

Linda Echellorn
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 **Elisabeth M. Creel**, 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 6th day of December, 2000.

Paul H. Brown
Notary Public
My Commission Expires: 11/20/2004

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

Signed, sealed and delivered in the presence of:

Donna Woods
Donna Woods (Witness)

By: Carla D. Lang
Carla D. Lang
Vice President

Inst # 2000-42853

Tessa Austin
Tessa Austin (Witness)

Attest: Dian D. Bailey
Dian D. Bailey
Assistant Secretary

(Corporate Seal)

STATE OF FLORIDA

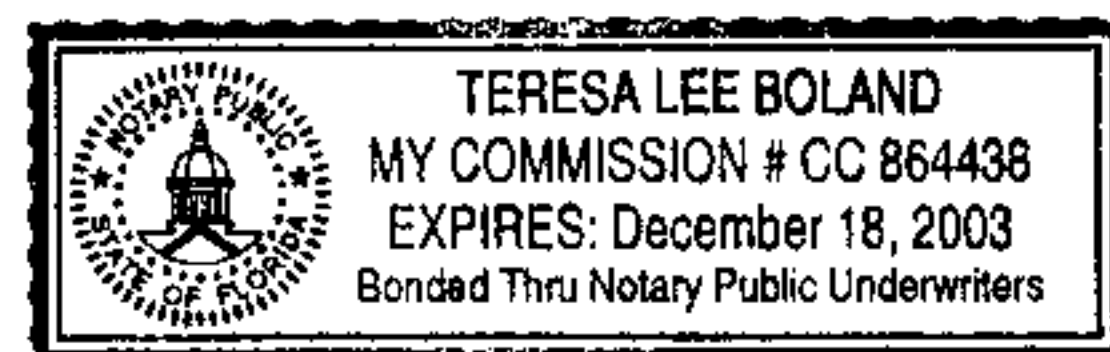
COUNTY OF DUVAL

I hereby certify that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Dian D. Bailey and Carla D. Lang 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 4th day of December, 2000.

Teresa Lee Boland
Teresa Lee Boland
Notary Public State of Florida

PLEASE RECORD AND RETURN TO:



Prepared by:

HOMESIDE LENDING, INC.
ASSUMPTION DEPARTMENT
7301 BAYMEADOWS WAY / HZ-APU
JACKSONVILLE, FLORIDA 32256
ATTN: JEAN LOERKER

12/13/2000-42853
01:15 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 031 23.00