

Inst # 2002-14442

This Instrument Prepared By:

Clint C. Thomas, P.C.
Attorney at Law
P.O. Box 1422
Calera, AL 35040

03/28/2002-14442
08:12 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MSB 17.00

STATE OF ALABAMA)

COUNTY OF SHELBY)

Mortgage Assumption Agreement

THIS AGREEMENT made this 15th Day of March, 2002, by and between **APRIL M. LAWLEY, a divorced woman**, hereinafter known as MORTGAGOR, and **SEAMAN TIMBER COMPANY, INC., a duly authorized Alabama corporation**, hereinafter called MORTGAGEE, and **DIXIE McGIBONEY, a married woman**, hereinafter known as PURCHASER.

WITNESSETH

WHEREAS, Mortgagors are liable for payment to the Lender of a Promissory Note in the original sum off Thirty-Three Thousand Seven Hundred Dollars and 00/100, dated 19 July, 1994, which Note is secured by a Mortgage of the same date recorded in the Office of the Judge of Probate of Shelby County, Alabama, as Instrument #1994-23135, securing real estate situated in Shelby County, Alabama, to wit:

A house and lot located at 310 Wilson Drive, Montevallo, Alabama 35115, being more particularly described as: Lot 22 according to a survey of Wilson's Subdivision Number One, drawn on 21 September, 1940, by R.S. Villadson, Alabama Civil Engineer, for P.C. Wilson, and recorded 01 December, 1943, at map book 03, page 62, of the Shelby County Probate Records.

and the MORTGAGEE now being the owner and holder of said Note and Mortgage, and;

WHEREAS, MORTGAGORS have conveyed or are about to convey the said real property described in said Mortgage to the PURCHASER; NOW THEREFORE, in consideration of the premises and of the agreement set forth herein, it is hereby agreed as follows:

1. MORTGAGEE does hereby consent to the sale and conveyance of the property conveyed under Mortgage by MORTGAGOR to PURCHASER.
2. PURCHASER agrees to perform each and all of the obligations provided in said Mortgage to be performed by MORTGAGORS at the time, and in the manner in all respects as therein provided.
3. PURCHASERS agree to be bound by each and all of the terms and provisions of said Mortgage as though said Note and Mortgage, had originally been made, executed, and delivered by PURCHASER.
4. That the real property together with all improvements thereon described in said Mortgage shall remain subject to the lien, charge, or encumbrances of said Mortgage, and nothing herein contained or done pursuant hereto shall effect or be construed to effect the liens, charges, or encumbrances or except as on account of said Note and Mortgage.
5. That in this Agreement, the singular number indicates the plural, and plural number includes the singular.
6. That this Agreement applies to and binds all parties hereto and their respective heirs, devisees, administrators, executors, successors, and assigns.

April M. Lawley
APRIL M. LAWLEY
Mortgagor

James D. Seaman
SEAMAN TIMBER COMPANY, INC.
James D. Seaman, as President
Mortgagee

Dixie McGiboney
DIXIE MCGIBONEY
Purchaser

Janet L. Seaman
JANET L. SEAMAN, as Secretary
w.

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, do certify that *April M. Lawley, a divorced woman*, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office on this the 15th Day of March, 2002.

Virginia Suller
NOTARY PUBLIC
My Commission Expires: **MY COMMISSION EXPIRES APRIL 9, 2002**

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, do certify that *Dixie McGiboney, a married woman*, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.


Given under my hand and official seal of office on this the 15th Day of March, 2002.

Virginia Suller
NOTARY PUBLIC
My Commission Expires: **MY COMMISSION EXPIRES APRIL 9, 2002**

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, do certify that *James D. Seaman*, acting in his corporate capacity as President, and *Janet L. Seaman*, acting in her corporate capacity as Secretary, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office on this the 15th Day of March, 2002.




NOTARY PUBLIC
My Commission Expires: ~~MY COMMISSION EXPIRES APRIL 9, 2002~~


ACCEPTANCE BY LENDER

SEAMAN TIMBER COMPANY, INC., does hereby consent and accept and approve the foregoing Mortgage Assumption Agreement.

DATED this 15th Day of March, 2002.



JAMES D. SEAMAN
Signing in his capacity as President



JANET W. SEAMAN
Signing in her capacity as Secretary

[Corporate Seal]

Inst # 2002-14442
03/28/2002-14442
08:12 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

003 MSB 17.00