

ASSUMPTION AGREEMENT WITH RELEASE

THIS AGREEMENT is made this 28th day of June, 2002, between Russell L. Brooks and Gina Brooks (here "Borrower") and Douglas Matlock and Virginia Matlock (here "Lender"), for an assumption and release with respect to a promissory note dated May 4, 2001, in the original amount of U.S. \$151,000.00, bearing interest at the rate of 7.50 percent per annum, secured by a Mortgage of the same date, made by borrower to Douglas Matlock and Virginia Matlock, recorded in Instrument #2001-18072 Shelby County, Alabama, secured by the following described property in Shelby County, Alabama:

See attached legal description Exhibit "A"

which has the address of 99 Valleydale Court, Birmingham, Alabama 35242 (herein "Property Address");

WHEREAS, BORROWER is indebted to LENDER under the note and Mortgage described above, payable in 360 monthly installments of \$1055.83 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 Mortgage 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 Mortgage, 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 June 28, 2002, 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 is \$149,365.50 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 Mortgage securing such indebtedness described above. In the event of any default by ASSUMER under the terms of such note or Mortgage, LENDER may exercise all remedies available to it under the terms of such note or Mortgage including an action at law against ASSUMER to collect any monies due under the note, and exercise the remedies contained in the non-uniform covenants of the Mortgage. 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 monies 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 hence-

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forth in releases BORROWER from all obligations or liabilities under such note or Mortgage. All other terms of this agreement to the contrary, notwithstanding the remedies contained in the non-uniform covenants of the Mortgage, 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 Mortgage, 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 Mortgage, and LENDER, at its option, may exercise all remedies available to it under the terms of such note and Mortgage.

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.

Signed, sealed and delivered in the presence of:

Russell L. Brooks
Borrower Russell L. Brooks
Gina Brooks
Borrower Gina Brooks

STATE OF ALABAMA)
COUNTY OF SHELBY)

I hereby certify that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Russell L. Brooks and Gina Brooks, 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 28th day of June, 2002.

My Commission expires: 2-20-03

Notary Public

Signed, sealed and delivered in the presence of:

PEGGY I. MURPHREE
MY COMMISSION EXPIRES FEBRUARY 20, 2003

Eric J. Gaut
ASSUMER Eric J. Gaut
Misty Gaut
ASSUMER Misty Gaut

STATE OF ALABAMA)
COUNTY OF SHELBY)

I hereby certify that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Eric J. Gaut and Misty Gaut 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 28th day of June, 2002.

My Commission Expires: 2-20-03

Notary Public

PEGGY I. MURPHREE
MY COMMISSION EXPIRES FEBRUARY 20, 2003

Douglas Matlock
LENDER Douglas Matlock
Virginia Matlock
LENDER Virginia Matlock

STATE OF ALABAMA)
COUNTY OF Shelby)

I hereby certify that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Douglas Matlock and Virginia Matlock, 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 27th day of June, 2002.

My Commission expires: 2/4/04

Reynold B. Carter
Notary Public

EXHIBIT "A"
LEGAL DESCRIPTION

20020709000316530 Pg 4/4 20.00
Shelby Cnty Judge of Probate, AL
07/09/2002 10:01:00 FILED/CERTIFIED

Parcel I

Commence at the Southeast corner of the Northeast quarter of the Southeast quarter of Section 16, Township 19 South, Range 2 West; thence from the East line of said quarter-quarter, turn an angle to the left of 44 degrees 09 minutes and run in a Northwesterly direction a distance of 974 feet to the point of beginning; thence turn an angle to the left of 91 degrees 00 minutes and run in a Southwesterly direction a distance of 218.81 feet; thence turn an angle to the right of 91 degrees 21 minutes and run in a Northwesterly direction a distance of 381.70 feet; thence turn an angle to the right of 49 degrees 15 minutes 24 seconds and run in a Northerly direction a distance of 99.61 feet; thence turn an angle to the left of 48 degrees 56 minutes 06 seconds and run in a Northwesterly direction a distance of 207.93 feet to it's intersection with the Southeast right-of-way line of Valley Dale Road; thence turn an angle to the right of 65 degrees 14 minutes 45 seconds and run in a Northeasterly direction along the Southeasterly right-of-way line of Valley Dale Road a distance of 22.02 feet; thence turn an angle to the right of 65 degrees 14 minutes 45 seconds and run in a Southeasterly direction a distance of 207.81 feet; thence turn an angle to the right of 48 degrees 56 minutes 06 seconds and run in a Southerly direction a distance of 99.53 feet; thence turn an angle to the left of 49 degrees 15 minutes 24 seconds and run in a Southeasterly direction a distance of 222.73 feet; thence turn an angle to the left of 91 degrees 21 minutes and run in a Northeasterly direction a distance of 197.89 feet; thence turn an angle to the right of 91 degrees 00 minutes and run in a Southeasterly direction a distance of 149.31 feet to the point of beginning. Situated in Shelby County, Alabama.

Parcel II

Commence at the Southeast corner of the Northeast quarter of the Southeast quarter of Section 16, Township 19 South, Range 2 West; thence from the East line of said quarter-quarter turn in an angle to the left of 44 degrees 09 minutes and run in a Northwesterly direction a distance of 1,148.31 feet; thence turn in an angle to the left 91 degrees 00 minutes and run in a Southwesterly direction for a distance of 218.74 feet; thence turn in an angle to the left of 88 degrees 39 minutes and run in a Southeasterly direction for a distance of 36.33 feet for the point of beginning. From the point of beginning, thus obtained continue along last described course for a distance of 40 feet; thence turn an angle to the right of 105 degrees 00 minutes and run in a Southwesterly direction for a distance of 10 feet; thence turn an angle to the right of 89 degrees 27 minutes and run in a Northwesterly direction for a distance of 38.60 feet to the point of beginning.

Parcel III

Commence at the Southeast corner of the Northeast quarter of the Southeast quarter Section 16, Township 19 South, Range 2 West; thence from the East line of said quarter – quarter, turn an angle to the left of 44 degrees 09 minutes and run in a Northwesterly direction a distance of 1,148.31 feet to the point of beginning; form the point of beginning thus obtained thence turn an angle to the left of 91 degrees, and run in a Southwesterly direction a distance of 197.47 feet; thence turn an angle to the left of 88 degrees 39 minutes and run in a Southeasterly direction for a distance of 25.01 feet; thence turn an angle to the left of 91 degrees 21 minutes and run in a Northeasterly direction for a distance of 197.89 feet; thence turn an angle to the left of 89 degrees and run in a Northwesterly direction for a distance of 25 feet to the point of beginning.

LESS AND EXCEPT the portion of the property described in the Right-of-Way Deed for Public Road in Instrument #2001-45544 recorded in the Probate Court of Shelby County, Alabama.

RB
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