

ASSUMPTION AGREEMENT WITH RELEASE OF LIABILITY

Loan # 404208

Certified True and Correct copy
of the ORIGINAL DOCUMENT

Antonia G. Caplan

(STATE OF ALABAMA)
(SHELBY COUNTY)

THIS AGREEMENT made this 18th day of May, 2001, by and between David H. Wright, hereinafter called "Seller(s)"; MORTGAGEAMERICA, INC., (hereinafter called "Lender"); and Keli R. Lynch, hereinafter called "Borrower(s)", witnesseth as follows:

WHEREAS Seller is liable for payment to the Lender of a promissory note in the original principal sum of \$133,129.00 dated 02/26/1999, which note is secured by a mortgage of the same date recorded in the Office of the Judge of Probate of Shelby County, in Inst # 1999-09974 on March 10, 1999 and whereas, the said Borrower desires to assume and agrees to pay said indebtedness and perform all the obligations under said mortgage deed and note and riders; and said Seller desires to be released therefrom and said Lender agrees to accept said assumption and release said Seller;

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration, it is by said parties mutually agreed as follows:

1. That, this is a 30-year FIXED RATE FHA MORTGAGE.
2. That, the Borrower has the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment". When making a prepayment, the Borrower will tell the Lender in writing that he is doing so. The Borrower may make a full or partial payment without paying any penalty.
3. That, after the 12/01/00 installment, the unpaid balance of the principal indebtedness of said mortgage is One Hundred Thirty Thousand Five Hundred Eighty Dollars and Seventy Four Cent(s); (130,580.74);
4. That, the interest rate is (6.75000%) percent per annum;
5. That, the Borrower shall pay the principal and interest thereon in monthly installments of Eight Hundred Sixty Three Dollars and Forty Eight Cent(s); (\$863.48); commencing on the 1st day of June, 2001, and shall pay a like amount on the 1st day of each month thereafter until the principal and interest are fully paid;
6. That, in addition, the Borrower shall pay the sum of One Hundred Thirty One Dollars and Eight Four Cent(s); (\$131.84-SUBJECT TO CHANGE), per month, which amount is estimated to be sufficient to pay taxes and insurance on said property, which estimate may be revised, making a total current payment of Nine Hundred Ninety Five Dollars and Thirty Two Cent(s).

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 or mortgage or the riders thereto, or of the sale property involved in the mortgage, from the effect thereof, nor to impair the right of sale provided under the terms of the mortgage or other remedy provided by law for the foreclosure of mortgage by action or otherwise, but that on the contrary, all terms and conditions of said original note and mortgage and riders thereto shall remain in full force and effect in every respect; especially those provisions relating to default and foreclosure.

IT IS UNDERSTOOD AND AGREED that all terms and/or conditions of the promissory note and mortgage and riders, including modifications thereof, if any, shall remain in full force and effect without change, except as herein above otherwise specifically provided.

THIS ASSUMPTION by said Borrowers is joint and several and shall bind them, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 18th day of
May, 2001.

SELLER David H. Wright

BORROWER Keli R. Lynch

SELLER

BORROWER

SELLER

BORROWER

SELLER

BORROWER

MORTGAGEAMERICA, INC.

BORROWER

BY: Patricia A. Copeland

BORROWER

Certified True and Correct copy
of the ORIGINAL DOCUMENT

(STATE OF ALABAMA)
(SHELBY COUNTY)

On this the 18th day of May, 2001, I, the undersigned a Notary Public State-at-Large in said State, hereby certify that, David H. Wright, Seller, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of the instrument, they executed the same voluntarily and as an act on the day the same bears date.

Given under my hand and official seal of office this the 18th day of
May, 2001.

My commission expires:
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov. 5, 2003 Notary Public
BONDED THRU NOTARY PUBLIC UNDERWRITERS

(STATE OF ALABAMA)
(SHELBY COUNTY)

On this the 18th day of May, 2001, I the undersigned a Notary Public State-at-Large in said State, hereby certify that, Keli R. Lynch, Borrower, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of the instrument, she executed the same voluntarily and as an act on the day the same bears date.

Given under my hand and official seal of office this the 18th day of
May, 2001.

Notary Public
My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov. 5, 2003
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA)
(JEFFERSON COUNTY)

On this the 18th day of May, 2001, I, the undersigned a Notary Public State-at-Large in said State, hereby certify that Patricia A. Copeland, whose name is signed to the foregoing instrument as Vice President of MortgageAmerica, Inc. a Corporation, acknowledged before me that, being informed of the contents of the instrument, he as such officer and with full authority executed the same for and as the act of said Corporation.

Given under my hand and official seal of office this the 18th day of
May, 2001.

Notary Public

My Commission expires: 05/31/2004

