

LOAN NO. 1516805996

PREPARED BY: Greg Duncan

CHASE MANHATTAN MORTGAGE CORPORATION, P. O. Box 4025, Monroe LA 71211-4025

**ASSUMPTION AGREEMENT
WITHOUT RELEASE**

THIS AGREEMENT, made as of 6th day of July, 2004, by and between CHASE MANHATTAN MORTGAGE CORPORATION, a New Jersey corporation, with its principal office at 343 Thornall Street, Edison, New Jersey 08837, as mortgagee or as agent for the current mortgagee (hereinafter called "**Chase**"); and Charles W. Erwin and Beth F. Erwin, whose address is 228 Bentmoor Lane, Helena, Al 35080, the seller of the Real Property described below (hereinafter called "**Borrower**"); and Charles W. Erwin, Beth F. Erwin, and Charles W. Ervin, Jr., whose address is 228 Bentmoor Lane, Helena, Al 35080, the purchaser of the Real Property described below (hereinafter called "**Assuming Party**").

WITNESSETH:

WHEREAS, Borrower is currently obligated on a note ("**Note**") dated October 29, 2002, in the original amount of \$ 104,400.00 in favor of Citizens Bank (the "**Original Lender**"); and ID# 2002-15674.

✓ WHEREAS, the Note was secured by an interest in real property and improvements ("**Real Property**") located at 228 Bentmoor Lane, Helena, Al 35080, the legal description for which is attached as Exhibit "A" to this Agreement, which interest was and is evidenced by a security instrument executed concurrently with the Note ("**Security Instrument**");

WHEREAS, Chase is either the current mortgagee or has the authority to act on behalf of the current mortgagee and noteholder, relative to this Agreement;

WHEREAS, as of September 3, 2004, the Note has a principal balance of \$ 102,104.61, plus interest at the rate of 6.00 % per annum from July 1, 20 04 ("**Unpaid Loan Balance**").

WHEREAS, Borrower has contracted to sell and transfer to Assuming Party the Real Property described in the Security Instrument, provided Chase agrees to permit Assuming Party to assume Borrower's obligations under the Note, Security Instrument and other related loan documents (collectively, "**Loan Documents**"), and Assuming Party has agreed to assume Borrower's obligations under the Loan Documents;

WHEREAS, notwithstanding the assumption by the Assuming Party of Borrower's obligations under the Loan Documents, Borrower is to remain liable to Chase for all of the obligations imposed on Borrower under the Loan Documents; and

WHEREAS, both Borrower and Assuming Party have requested Chase to enter into this Agreement and hereby represent to Chase that the lien on the Real Property, as evidenced by the Security Instrument, is a valid first lien;

NOW, THEREFORE, upon the express conditions that (i) the Security Instrument is a valid first lien and (ii) the execution of this Agreement will not impair the validity of this first lien, the breach of which conditions, or either of them, would render this Agreement void, and for good and valuable consideration, Chase, Borrower and Assuming Party agree to modify the terms of the Note and Security Instrument, as follows:

1. Assumption of Obligations under Loan Documents Assuming Party agrees to assume the Borrower's obligations under the Loan Documents as if Assuming Party had originally executed the Loan Documents, which obligations include the following: (a) to pay the entire Unpaid Loan Balance due under the Note at the time and in the manner set forth in the Note; and (b) to perform and be bound by each and all the covenants, agreements and obligations set forth in the Loan Documents.

2. Continuing Liability of Borrower; Chase's Election of Remedies The assumption of liabilities by the Assuming Party as provided herein shall in no way constitute a release or waiver of the Borrower with respect to any of the agreements, covenants, obligations or liabilities of the Borrower as provided in the Loan Documents (the "**Borrower Liabilities**"). Chase may, in its sole discretion, enforce any of the Borrower Liabilities against either the Assuming Party or the Borrower, or both, or otherwise proceed against either the Assuming Party or the Borrower, or both, for the full compensation, reimbursement or indemnification of any amounts due under the Loan Documents.

3. Chase's Consent. Chase consents to the assumption by Assuming Party of the Loan Documents as provided in this Agreement.

4. Borrower's Waiver. Borrower waives and relinquishes any and all rights or claims Borrower has against Chase for any money which may have been deposited or which may be on deposit with Chase or a third party, as applicable, (a) for the payment of real estate taxes and assessments, hazard and flood insurance premiums, mortgage insurance premiums, and other escrowed items or (b) as provided in a buydown agreement;

5. Further Assurances and Corrective Instruments. To the extent permitted by law, the parties agree that they will execute any supplements to this Agreement and such further instruments as may reasonably be required to carry out the intention of, or facilitate the performance of, this Agreement.

6. Interpretation.

a. The word "Note" as used in this Agreement shall be construed to mean note, bond, extension or modification agreement, or other instrument evidencing the indebtedness to which this Agreement refers, and to include such instrument, whether originally made and delivered, or assigned and/or endorsed to the current mortgagee.

b. The word "Security Instrument" shall be construed to mean mortgage, deed of trust, deed to secure debt, or other instrument securing the indebtedness referred to in this Agreement, whether originally made and delivered to the current mortgagee, or made and delivered to some other mortgagee and purchased and now owned by the current mortgagee by virtue of an assignment.

c. The word "foreclosure" shall be construed to mean any procedure allowed by the law of the jurisdiction in which the Real Property is situated, by virtue of which the Real Property may be subjected to sale, and/or the equity of redemption of the owner is extinguished, for default under any of the terms of the Note or Security Instrument.

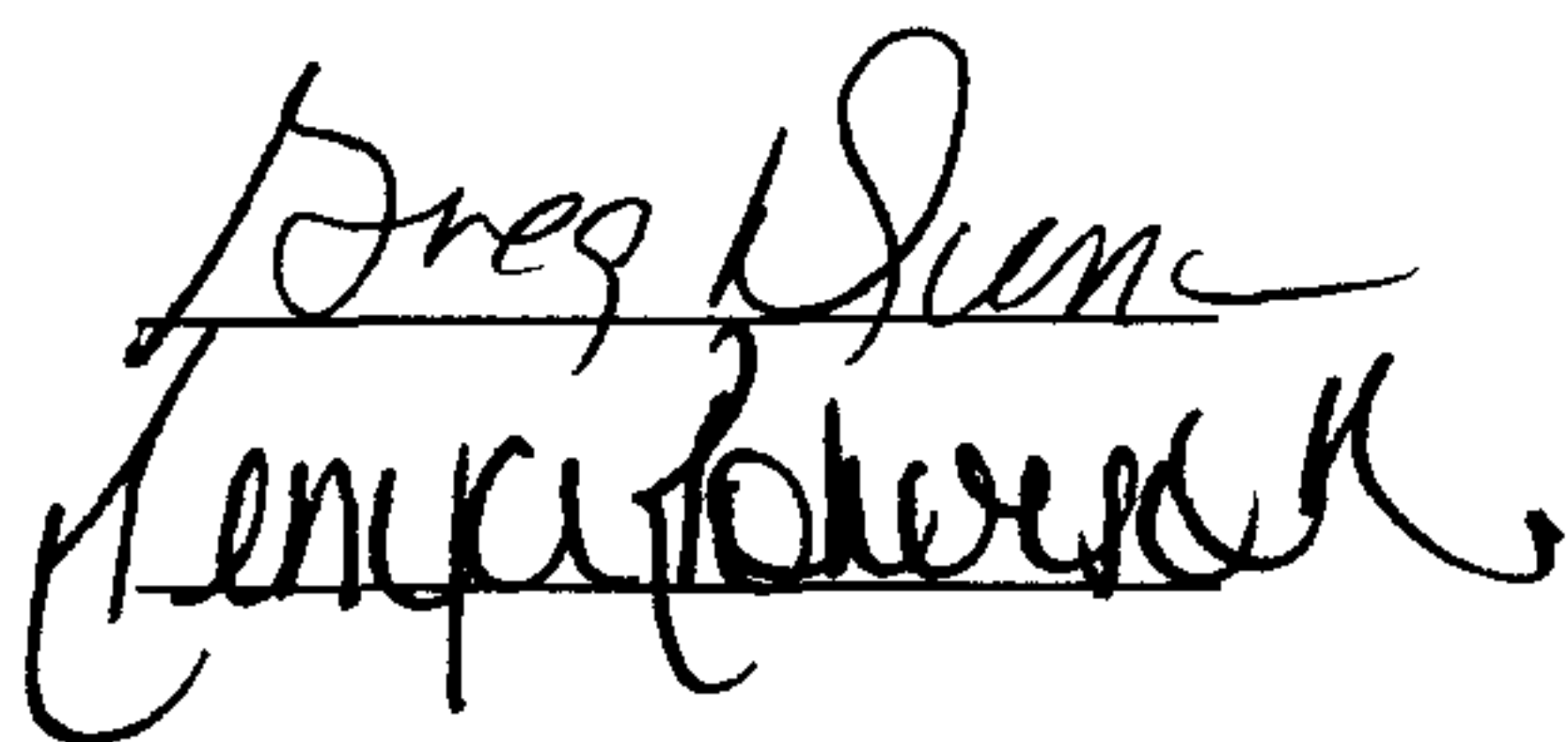
d. The "Borrower" referred to in this Agreement may be an original maker of the note or any person obligated thereon by endorsement, assumption of the debt, or otherwise;

e. In this Agreement, the singular includes the plural, and the plural includes the singular, as the case may be. If this Agreement is executed by more than one person, as Assuming Party, the obligations of each such person under this Agreement shall be joint and several.

f. This Agreement is intended to bind Chase, the current note holder and mortgagee (if other than Chase), Borrower and Assuming Party and oblige and/or benefit their respective heirs, legatees, devisees, administrators, legal representatives, executors, successors and assigns, as the case may be.

IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in a manner and form sufficient to bind them as of the day and year first stated above.

Signed and Acknowledged
in the Presence of:



Chase:

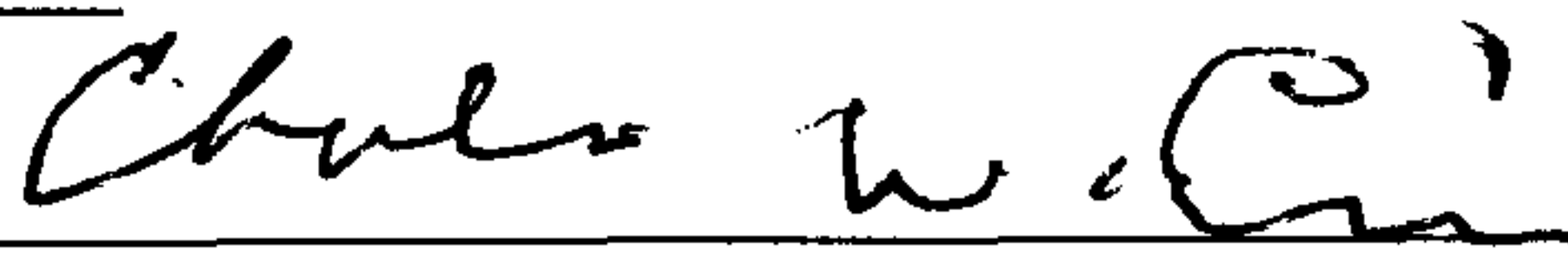
CHASE MANHATTAN MORTGAGE CORPORATION

By: 

Timiko L. Williams

Title: Mortgage Officer

Borrower:



Charles W. Erwin



Beth F. Erwin

Assuming Party:

Charles W. Erwin

Beth F. Erwin

Charles W. Erwin Jr.

STATE OF LOUISIANA)
)
PARISH OF OUACHITA)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Timiko L. Williams, well known to me to be the Mortgage Officer of Chase Manhattan Mortgage Corporation, a New Jersey corporation, and that he/she acknowledged executing the foregoing Assumption Agreement Without Release and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of September, 20 04.

Notary Public
My Commission Expires:

STATE OF Alabama)
)
COUNTY OF Shelby)

JAMIE EVERETT
Notary Public, Ouachita Parish, Louisiana
My Commission is for Life

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Charles W. Erwin and Beth F. Erwin, as Borrower, who executed the foregoing instrument, and acknowledged that he/she/they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 25th day of October, 20 04.

Notary Public
My Commission Expires: 11/8/06

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 acknowledgments, personally appeared Charles W. Erwin Jr., as Assuming Party, who executed the foregoing instrument, and acknowledged that he/she/they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of Oct, 20 04.

Notary Public
My Commission Expires: 11/8/06

Exhibit A
Legal Description

Lot 1193, according to the map of First Addition, Old Cahaba, Phase III, as recorded in Map Book 28, Page 133, in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

SUBJECT TO taxes for the year 2002 and subsequent years, easements, restrictions, reservations, rights-of-ways, limitations, covenants and conditions of record, if any, and mineral and mining rights, if any.