

MORTGAGE ASSUMPTION AGREEMENT

THIS MORTGAGE ASSUMPTION AGREEMENT (herein referred to as the "Agreement" made and entered into this the 15th day of January 2007, by and between Bettye R. Littleton herein referred to as "Mortgagee"(Lender) and David Bruce Littleton, Charles Stanley Littleton, and Thomas Gyle Littleton (Brothers), herein referred to as "Mortgagors "(Borrowers)

WITNESSETH:

WHEREAS, Mortgagee is the holder and owner of the following documents (hereafter sometimes collectively referred to as the" Loan Documents")

1.Mortgage Note dated the 18th day of August 2004, in the original principle face amount of Ninety Five Thousand Dollars (\$95,000.00) executed and delivered by Littleton's Market Incorporated (herein referred to as "Original Mortgagor") in favor of the Mortgagee (herein referred to as the "Note"): and ,

2. Mortgage given by the Original Mortgagor to Mortgagee dated The 18th day of August ,2004 which is recorded on the public records of Shelby County , Alabama which Mortgage encumbers the real property described therein;and

Whereas, the Original Borrower is desirous of conveying the property encumbered by the Mortgage, (herein referred to as the "Property") to the Borrower ;and,

Whereas, the Borrower desires to receive said Property and formally assume the Mortgage and perform all of the covenants and conditions contained in the Mortgage Note, the Mortgage and all other Loan Documents as partial consideration for its purchase of the Property and as consideration for the Lenders willingness to consent to the sale of the Property which is encumbered by the Loan Documents. and ,

Whereas, the Mortgage expressly prohibits the conveyance of the Property without the express written consent of the Lender; and ,

Whereas, the Lender is unwilling to give her consent to the transfer of the Property to the Borrower unless the Borrower shall assume all of the obligations heretofore imposed by the Loan Documents upon the Original Borrower;

Now therefore, for and in consideration of the sum of Ten Dollars (\$10.00) and in consideration of the Premises and of the mutual covenants contained herein, and for the other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereto agree as follows:

1. Assumption. Borrower expressly assumes the Loan Documents and agrees to perform all the covenants. Conditions, duties and obligations contained therein and agree to pay the Note and the obligations evidenced thereby in a prompt and timely manner in accordance with the terms thereof.
2. Consent to Conveyance. Lender hereby consents to the transfer of the Property to the Borrower, but the Lender expressly reserves the right to withhold its consent to any future sale or transfer of the Property, as provided for in the Mortgage.

3. Warranties and Representations. Borrower affirms and warrants, represents and covenants that Borrower has no defenses nor rights of set-off against Lender or against the payment, collection, or enforcement of the indebtedness evidenced by the Note and secured by the Mortgage and owed to the Lender. Borrower further warrants and represents as follows:

- a. Borrower has done no acts nor omitted to do and act which might prevent Lender from, or limit Lender in, acting upon or under any of the provisions herein, in the Mortgage, in the Note or any other Loan Documents;
- b. Borrower is not prohibited under any other agreement with any other person or any judgment or decree, from the execution and delivery of this Agreement, the performance of each and every covenant hereunder or under the Mortgage, Note or any other Loan Documents;
- c. No action has been brought or threatened which would in any way interfere with the right of Borrower to execute this Agreement and perform all of Borrowers obligations contained herein, in the Note, in the Mortgage, or any other Loan Documents;
- d. Borrower is duly formed, validly existing and in good standing under the laws of the State of Alabama and has full power and authority to consummate the transactions contemplated under this Agreement.

4. Acknowledgments. Borrower Acknowledges that;

- a. The Loan Documents are in full force and effect; and
- b. The Principal balance of the Loan as represented by the aforesaid Note of this Agreement is Eighty Seven Thousand Four Hundred Eleven and 40/100 (\$ 87,411.40) and principle and interest are conditionally due and owing to the Lender as provided in the Note.

5. Cost. Borrower shall pay all cost of the Assumption made hereby.

6. Recordation. The recording of this Agreement on the Public Records shall Evidence the closing of the transaction described herein.

7. Governing Law. This agreement shall be governed, interpreted and construed By, through and under the laws of the State of Alabama.

8 Time of the Essence. Time is of the essence of this Agreement.

9. Binding Effect. This Agreement shall inure to the benefit of and be binding Upon the parties hereto as well as their successors and assigns, heirs and Personal representatives.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as
Follows:

As to Lender (Mortgagee) this 15th day of January 2007

Betty R. Littleton

Betty R Littleton, Mortgagee (Lender)

Jason W. Wain

Witness

Karen Littleton

Witness

As to Borrowers (Mortgagors) this the 15th day of January 2007

David Bruce Littleton

David Bruce Littleton, Mortgagor (Borrower)

Jason W. Wain

Witness

Karen Littleton

Witness

Charles Stanley Littleton

Charles Stanley Littleton, Mortgagors (Borrow)

Jason W. Wain

Witness

Karen Littleton

Witness

Thomas Gyle Littleton

Thomas Gyle Littleton , Mortgagor (Borrower)

Jason W. Wain

Witness

Karen Littleton

Witness

State of Alabama

County of Bibb

The foregoing instrument was acknowledged before me all parties being informed of
its contents and executing the same voluntarily. Given under my hand and official seal
on this the 15 th day of January 2007.

Quinn J. Goss
Notary Public

My Commission expires: Feb 3 2010