

Prepared by: Wachovia Mortgage Corporation
1100 Corporate Center Drive, Mail Code 4717
Raleigh, NC 27607-5066
Loan No 0004934266
MIN No 1000217000417838727

ASSUMPTION AGREEMENT WITH RELEASE

This Agreement is made is made this 20th day of July, 2007, between Corey Brent Moore herein "BORROWER"), Shelia Deters Moore (here "ASSUMER") and Release with respect to that Promissory Note, by and between Corey Brent Moore and Shelia Deters Moore and SouthTrust Mortgage Corporation, dated March 30, 2004, in the original amount of \$ 333,700.00 bearing original interest at the rate of 5.000 percent per annum, secured by the following described property a Mortgage (herein "Mortgage") to Mortgage Electronic Registration Systems, Inc., (herein "MORTGAGEE"), dated March 30, 2004, Recorded _____ at Instrument No. 20040401000166620 in the County of Shelby, State of Alabama.

Which has the address of 1047 William's Trace
Birmingham, AL 35242
Tax ID 58-03-4-19-0-001-002.015

(herein "Property Address"):

WHEREAS, BORROWER desires to sell and ASSUMER desires to purchase such property subject to such indebtedness and to assume the unpaid principal owing to MORTGAGEE;

WHEREAS, the above-mentioned Mortgage requires the written consent of MORTGAGEE prior to any sale or transfer of all or any part of such property;

WHEREAS, BORROWER and ASSUMER wish to obtain the consent of MORTGAGEE to such sale or transfer; and

WHEREAS, BORROWER and ASSUMER have requested that BORROWER be released from the obligations of the Note, and MORTGAGEE has consented;

NOW THEREFORE, for and in consideration of the granting of such consent by MORTGAGEE, and for 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 _____, 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 MORTGAGEE is \$ 310,934.69 as of such date, subject to a payment of all checks in process of collection.

2. TERMS. With the exception of this Assumption Agreement and the change to the parties obligated hereunder, all other terms of the Note and Mortgage remain the same.

3. ASSUMPTION. ASSUMER hereby assumes such indebted ness as modified herein 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 Mortgage securing such indebtedness as described above, except as specifically modified by this Agreement. In the event of any default of such Note or such Mortgage, MORTGAGEE 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 of the remedies contained in NON-UNIFORM COVENANT 21 of the Mortgage.

4. FUNDS FOR TAXES AND INSURANCE. BORROWER hereby relinquishes and transfers to ASSUMER all BORROWER'S interest in any monies which may be held by MORTGAGEE as escrow deposits for the purpose of application to taxes, assessments, fire or other insurance premiums or any other purposes for which deposits for such purposes if required by MORTGAGEE.

5. MORTGAGEE CONSENT AND RELEASE. MORTGAGEE hereby consents to the sale and transfer of such property to ASUMER 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 MORTGAGEE shall henceforth in all respects treat ASSUMER as its borrower. MORTGAGEE hereby releases BORROWER from all obligations or liabilities under such Note or Mortgage to secure debt. All other terms of this Mortgage shall remain in full force and effect in accordance with their terms.

6. FURTHER TRANSFER OF PROPERTY. ASSUMER agrees that the granting of consent by MORTGAGEE to this transfer shall not constitute a waiver of the restrictions on transfer continued in such Mortgage and such restriction shall continue in full force and any future transfer or sale by ASSUMER without the written consent of MORTGAGEE shall constitute a default of the terms of such Mortgage and MORTGAGEE, at its option may exercise all remedies available to it under the terms of such Note and Mortgage.

7. Whenever, 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 as of the date first above written.

Signed, sealed and delivered
In the presence of:

Frances Hoyle
Witness
Frances Hoyle
Printed Name of Witness

Melanie Brown
Witness
Melanie Brown
Printed Name of Witness

COUNTY OF St. Clair
STATE OF Alabama

The foregoing instrument was acknowledged before me this 20 day of July, 2007, by _____ who is personally known to me or has produced _____ as identification and who did take an oath.

BORROWER(S):

Corey B. Moore
Corey Brent Moore
Printed Name of Borrower

Sonja K. Dennen
Notary Public
Sonja K. Dennen
Printed Name of Notary
My Commission Expires: 6/1/10

Signed, sealed and delivered
In the presence of:

Francis Hoyle
Witness

Francis Hoyle

Printed Name of Witness

Melanie Brown
Witness

Melanie Brown

Printed Name of Witness

COUNTY OF St. Clair
STATE OF Alabama

The foregoing instrument was acknowledged before me this 7 day of August, 2007, by
_____ who is personally known to me or has produced _____ as identification
and who did take an oath.

Sonja K. Wanner
Notary Public
Sonja K. Wanner
Printed Name of Notary
My Commission Expires: 6/1/10

ASSUMER(S):

Shelia Deters Moore

Assumer

Shelia Deters Moore

Printed Name of Assumer

Signed, sealed and delivered
In the presence of:

Jenny Bongardner
Witness

Jenny Bongardner
Printed Name of Witness

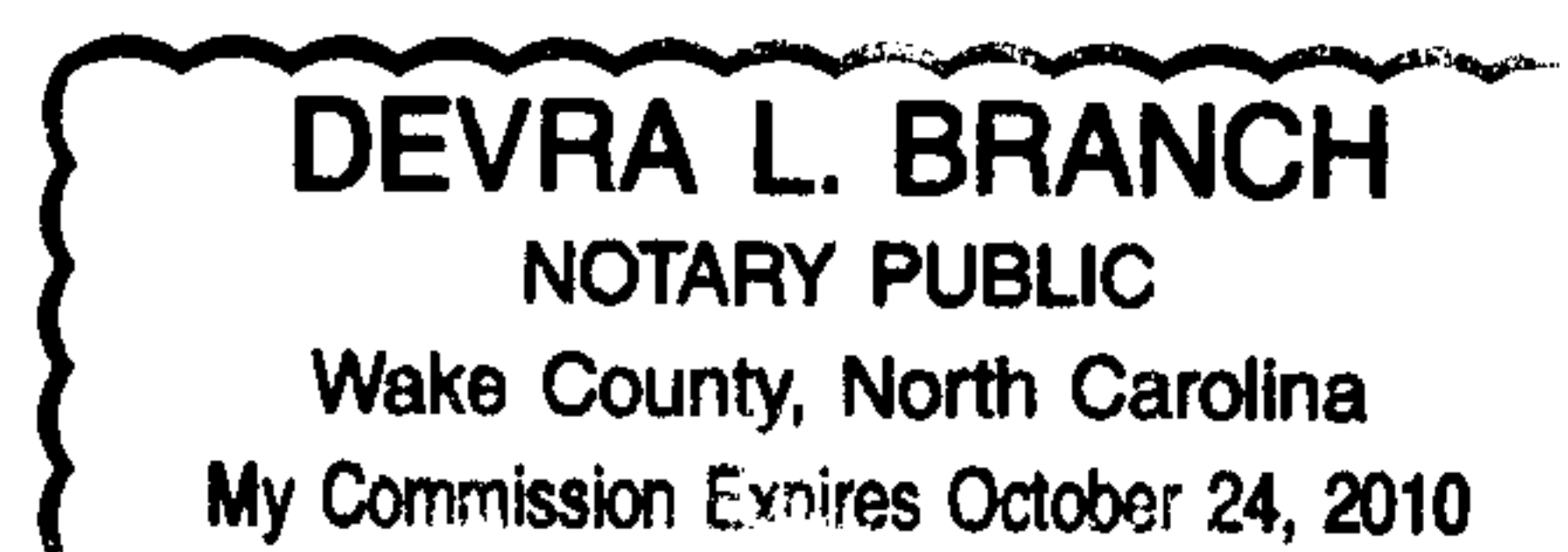
Diedra Biliter
Witness

Diedra Biliter
Printed Name of Witness

State of: North Carolina
County of: Wake

The foregoing instrument was acknowledged before me this 31st day of July, 2007, by Peggy Linder, Vice President of Mortgage Electronic Registration Systems, Inc., who is personally known to me and signed the within instrument, in his/her capacity as an officer of Mortgage Electronic Registration Systems, Inc.

Devra L. Branch
Notary Public
Devra L. Branch
Printed Name of Notary
My Commission Expires: 10/24/2010



MORTGAGEE:

Mortgage Electronic Registration Systems, Inc.

By: Peggy Linder
Title: Peggy Linder