

ASSUMPTION AGREEMENT

WHEREAS, _____, hereinafter called "Borrower", is indebted to Small Business Administration, an Agency of the United States pursuant to the Small Business Act, Public Law 536, 85th Congress, Second Session, hereinafter called "SBA", in the original principal sum of _____ and _____/100 (\$_____.____), as evidenced by one certain Promissory Note in said amount dated _____, _____, which Note is secured by, among other things, a Deed of Trust, dated _____, _____, which is recorded in Book No. _____, page _____, which was assigned to SBA by _____ on _____, _____, recorded in Book No. _____, page _____, and which was amended by Deed of Trust dated _____, _____, and recorded in Book No. _____, page _____, of the records of the Chancery Clerk of _____ County, _____, and

WHEREAS, _____ and _____ purchased said property from Borrower; and

WHEREAS, _____ and _____ hereinafter called "Assumptor", assumed the payments of the above indebtedness due and owing to SBA of said Borrower and now requests, together with said Borrower, that SBA consent to the assumption of the aforesaid indebtedness of Borrower, conditioned by the covenant of said Assumptor to fully discharge and carry out the obligations imposed upon Borrower by the terms of the Note and security instruments aforesaid, and by all other terms executed by Borrower, including but not limited to, the conditions and provisions of the Authorization of aforesaid loan as approved by Small Business Administration on _____, _____; and

WHEREAS, Borrower consents to any modification of terms and conditions of said Note and security instrument which hereafter may be agreed upon by and between SBA and Assumptor; it is specifically understood and agreed that neither the assumption by Assumptor of Borrower's obligation aforesaid, nor anything herein contained, nor any subsequent modification of the terms of said Note and security instrument hereafter agreed upon between Assumptor and SBA, shall operate to release Borrower of any obligation contained in said Note, security instrument and Assumption Agreement.

NOW, THEREFORE, in consideration of the premises and consent of Small Business Administration, the undersigned Assumptor agrees to assume and, by this instrument, does assume any and all liability under the Note referred to and all other obligations on account thereof, including, but not limited to, the terms of the Authorization above identified authorizing said loan in the original principal amount of _____ and ____/100 (\$_____.____), and Assumptor and Borrower further covenant and agree that should Assumptor sell, convey, transfer dispose of or further encumber said property, or any part thereof, or any interest therein, or agree so to do, without the written consent of SBA being first obtained, then, SBA shall have the right, at its option, to declare all sums secured by said security instruments forthwith due and payable.

The undersigned Borrower and maker of the Note hereinabove described consent to the aforesaid sale of assets, assumption of obligations and the terms hereof and agree that said transactions shall in no way discharge or diminish their obligations under their Note, or any collateral agreements securing the same.

This the _____ day of _____, ____.

STATE OF _____)
COUNTY OF _____)

Personally appeared before me the undersigned authority in and for the jurisdiction aforesaid, the within named _____ signed, sealed and delivered the above and foregoing instrument as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN, under my hand and notarial seal this _____ day of _____, 20____.

NOTARY PUBLIC

(Seal)

My Commission Expires: _____

STATE OF _____)
COUNTY OF _____)

Personally appeared before me the undersigned authority in and for the jurisdiction aforesaid, the within named _____ signed, sealed and delivered the above and foregoing instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN, under my hand and notarial seal this _____ day of _____, 20____.

NOTARY PUBLIC

(Seal)

My Commission Expires: _____

In consideration of the above undertaking executed by _____ and _____ Assumptor, the undersigned, as Secured Party, does hereby consent to the sale of the said mortgaged assets covered by the above-described Deed of Trust to _____ and _____.

The execution of this consent is not to be construed as a release of the liability of _____ as maker of the Note in the original principal amount of \$_____._____, dated _____, 20_____, or on any collateral agreements securing same.

SMALL BUSINESS ADMINISTRATION

DATE

BY: _____
Portfolio Management Division
_____ District Office
_____, _____