

STATE OF ALABAMA)
SHELBY COUNTY)

339
INDEMNITY AGREEMENT

This Indemnifying Agreement made and entered into this the 7 day of Dec, 1978, by Zollie S. Cowart, Jr. and wife, Sara M. Cowart and Zollie S. Cowart, III and wife, Susanna Spann Cowart, herein referred to as Indemnitors to KIMBERLY-CLARK CORPORATION, a corporation:

WHEREAS, Zollie S. Cowart, Jr. and wife, Sara M. Cowart and Zollie S. Cowart, III and wife, Susanna Spann Cowart did grant to KIMBERLY-CLARK CORPORATION the right to cut and remove from the property of the Sellers the following:

Certain timber and trees located and situated on the following described real estate:

NW $\frac{1}{4}$ of SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of SW $\frac{1}{4}$, Section 10, Township 24 North, Range 13 East, Shelby County, Alabama; Also, N $\frac{1}{2}$ of SW $\frac{1}{4}$, Section 10, Township 24 North, Range 13 East, Shelby County, Alabama.

WHEREAS, said Indemnitors are disirous of guaranteeing to KIMBERLY-CLARK CORPORATION that it shall sustain no loss by reason of defects in the title to said trees or the real estate upon which said trees are located and situated, this indemnity agreement being an integral part of an agreement to cut and remove said trees by KIMBERLY-CLARK CORPORATION of even date herewith.

NOW THEREFORE, the said Indemnitors do hereby agree to indemnify the said KIMBERLY-CLARK CORPORATION and to hold the said KIMBERLY-CLARK CORPORATION or its assigns, harmless from any loss by failure or defect in the title to said trees or real estate. They do agree to reimburse the said KIMBERLY-CLARK CORPORATION for any loss it may sustain, including reasonable attorneys fees, because of any defects in said title and do further warrant and agree as follows:

We do for ourselves and for our heirs, executors and administrators covenant with the said KIMBERLY-CLARK CORPORATION that we are lawfully seized in fee simple of said timber; that said timber is free from all encumbrances and that we have a good right to sell and convey the same as aforesaid; that the Indemnitors will, and their successors and

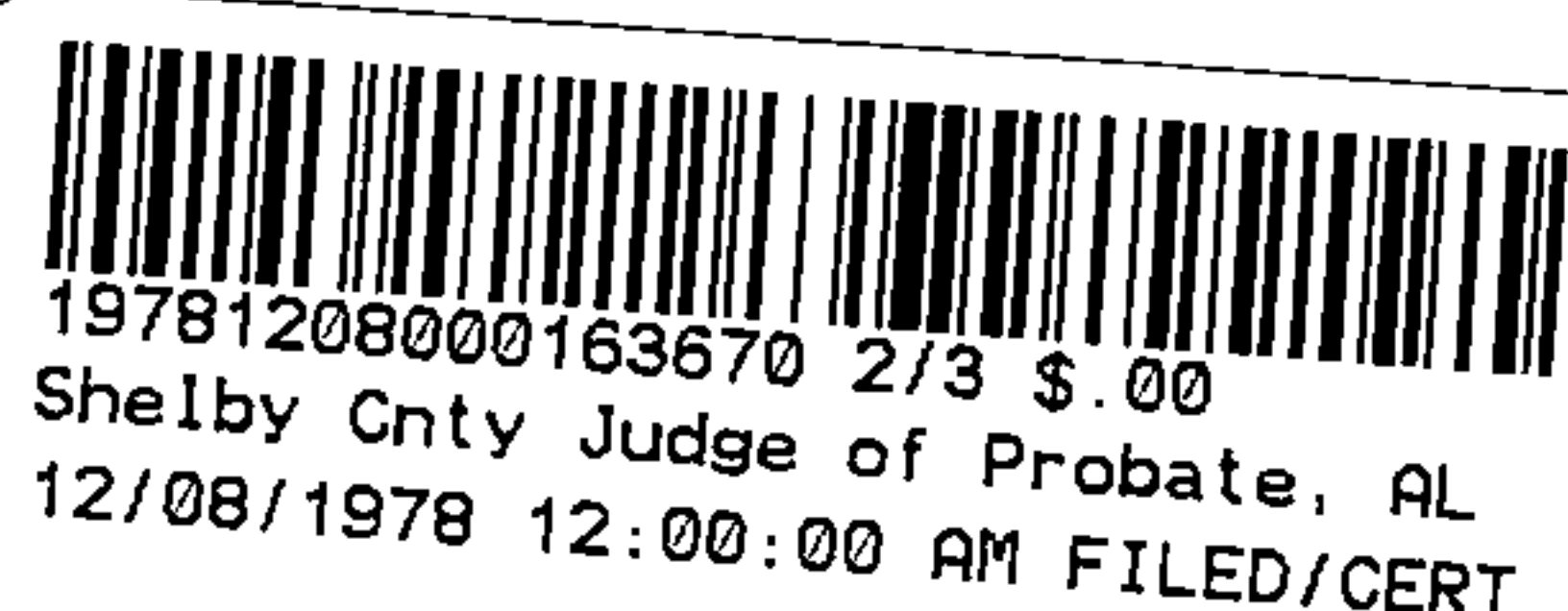


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Shelby Cnty Judge of Probate, AL
12/08/1978 12:00:00 AM FILED/CERT

assigns, shall warrant and defend the same to the said KIMBERLY-CLARK CORPORATION its successors and assigns against the lawful claims of all persons forever.

And in addition, the Indemnitors do further agree to reimburse the said KIMBERLY-CLARK CORPORATION for any loss that it might sustain under the terms and conditions of the agreement between the Indemnitors and KIMBERLY-CLARK CORPORATION, hereinbefore referred to, which included the right to cut and remove the trees herein described in addition to other trees located on other property of the Indemnitors, by reason of the bankruptcy of the Indemnitors or judgments or other claims against the Indemnitors or either of them, that affect the rights of the said Kimberly Clark Corporation under said agreement.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 4 day of December, 1978.



Zollie S. Cowart, Jr.
Zollie S. Cowart, Jr.

Sara M. Cowart
Sara M. Cowart

Zollie S. Cowart, III
Zollie S. Cowart, III

Susanna Spann Cowart
Susanna Spann Cowart

STATE OF Alabama)
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county and state hereby certify that Zollie S. Cowart, Jr. and wife, Sara M. Cowart, whose names are signed to the foregoing agreement and who are known to me, acknowledged before me on this day, that being informed of the contents of the agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 7 day of Dec, 1978.

Warren G. Finley
Notary Public


My commission expires: WARREN G. FINLEY
Notary Public
Expires: Dec 23, 1979

STATE OF FLORIDA)

COUNTY OF MANATEE)

I, the undersigned authority, a Notary Public in and for said county and state hereby certify that Zollie S. Cowart, III and wife, Susanna Spann Cowart, whose names are signed to the foregoing agreement and who are known to me, acknowledged before me on this day, that being informed of the contents of the agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 4 day of DECEMBER, 1978.



Notary Public
NOTARY PUBLIC STATE OF FLORIDA at LAW
MY COMMISSION EXPIRES MARCH 13, 1981
BONDED THRU MANATEE COUNTY AGENT

My commission expires

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STATE OF ALA. SHELBY CO.
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This instrument was prepared by: Harrison, Conwill & Harrison
P.O. Box 557
Columbiana, Alabama 35051