

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

**INDEMNIFICATION AND REAL ESTATE MORTGAGE**

Contemporaneously with the execution of this Indemnification and Real Estate Mortgage, the undersigned Carolyn Bobo, an unmarried woman ("Seller"), has delivered a Deed conveying certain real estate situated in Shelby County, Alabama, more particularly described on the attached Exhibit A (the "Property"), to Robert M. Roan, Kathryn A. Roan, Christopher T. Wideman and Rhonda L. Wideman ("Purchasers"). In the Deed, Seller excepted from her warranties an existing mortgage to First Alabama Bank, recorded as Instrument #1995-20753, which was corrected on November 16, 1995, by a corrective mortgage recorded as Instrument #1995-33609, in the Office of the Judge of Probate of Shelby County, Alabama (the "Mortgage"). However, Seller has given assurances that she will pay the underlying indebtedness according to the terms of the note evidencing the debt, being that certain note dated August 1, 1995, in the principal amount of Fifty Thousand and No/100 Dollars (\$50,000.00) from Seller to First Alabama Bank, which was corrected by that certain Note dated November 16, 1995 (the "Note").

This instrument is intended (1) to make express Seller's obligation to pay the debt evidenced by the Mortgage, (2) to provide indemnification for Purchasers against loss in the event that Seller fails to pay the Note according to its terms, and (3) as a mortgage on the property described on the attached Exhibit B to secure the performance of the Seller's obligation to pay the debt evidenced by and in accordance with the terms of the Note, and also for the performance of Seller's indemnity to Purchasers.

Inst # 1995-33613

11/22/1995-33613  
10:30 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
005 MCD 20.50

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NOW, THEREFORE, in consideration of the Seller's conveyance of the Property to Purchaser, and other good and valuable considerations, Seller does hereby covenant and agree with Purchasers as follows:

1. Seller agrees to pay the Note according to its tenor and to be bound by all of its terms and those of the Mortgage which secures it.
2. Seller holds Purchasers harmless from any and all loss or damage, including attorneys' fees, resulting from a breach or failure to keep the promises in Paragraph 1 above.
3. And, to secure the performance of the obligations undertaken in Paragraphs 1 and 2, immediately preceding (in an amount agreed to be \$50,000.00), Seller (hereinafter "Seller/Mortgagor") hereby grants, bargains, sells and conveys the property described on the attached Exhibit B (the "3.61 acres") to Purchasers as Mortgagees.


TO HAVE AND TO HOLD the 3.61 acres unto the Purchasers as Mortgagees forever; upon the condition, however, that if the Seller/Mortgagor performs the obligations specified in Paragraphs 1 and 2, immediately preceding, or should the Property be released from the aforementioned Mortgage, then this conveyance shall become Null and Void.

But if Seller/Mortgagor should default in any material obligation assumed hereunder, or should Seller be declared in default under the terms of the Mortgage to First Alabama Bank, this mortgage shall be subject to foreclosure as now provided by law in case of past-due mortgages, and the Purchasers/Mortgagees shall be authorized to take possession of the 3.61 acres hereby conveyed, after giving twenty-one (21) days' notice by publishing once a week for three consecutive weeks the time, place and terms of sale in some newspaper published in Shelby County, Alabama, to sell the 3.61 acres, as Purchasers/Mortgagees may deem best in front of the Courthouse door in said County.

IN WITNESS WHEREOF, the undersigned has executed this Indemnification on this the

14<sup>th</sup> day of November, 1995.

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Carolyn Bobo

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Carolyn Bobo, an unmarried woman, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 16 day of November, 1995.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 29 May 97

A parcel of land in the SW 1/4 of the NE 1/4 of Section 1, Township 20 South, Range 2 West, Shelby County, Alabama, described as follows: Commencing at the SW corner of the SW 1/4 of the NE 1/4 of Section 1, Township 20 South, Range 2 West; thence South 89 deg. 09 min. 12 sec. East and run along the South line of said 1/4 Section a distance of 294.43 feet to the point of beginning; thence continue along the last described course a distance of 294.44 feet; thence North 00 deg. 31 min. 28 sec. West and run a distance of 820.04 feet; thence North 83 deg. 50 min. 45 sec. West and run a distance of 313.72 feet; thence South 01 deg. 41 min. 13 sec. East and run a distance of 849.65 feet to the point of beginning; being situated in Shelby County, Alabama.

Also, a Proposed Ingress, Egress and Utility Easement being more particularly described as follows:

Commencing at the SW corner of the SW 1/4 of the NE 1/4 of Section 1, Township 20 South, Range 2 West; thence South 89 deg. 09 min. 12 sec. East and run along the South line of said 1/4 Section a distance of 588.87 feet; thence North 00 deg. 31 min. 28 sec. West and run a distance of 820.04 feet; thence North 83 deg. 50 min. 45 sec. West

and run a distance of 283.44 feet to the point of beginning; thence continue along the last described course run a distance of 30.28 feet; thence North 01 deg. 41 min. 13 sec. West and run a distance of 478.99 feet; thence North 89 deg. 16 min. 33 sec. East and run a distance of 30.00 feet; thence South 01 deg. 41 min. 13 sec. East and run a distance of 482.62 feet to the point of beginning; being situated in Shelby County, Alabama.

EXHIBIT "A"

**EXHIBIT B**

A parcel of land located in the SW 1/4 of the NE 1/4 of Section 1, Township 20 South, Range 2 West in Shelby County, Alabama, and being more particularly described as follows:

Commencing at the SW corner of the SW 1/4 of the NE 1/4 of Section 1, Township 20 South, Range 2 West; thence S 89 deg. 09' 12" E and run along the south line of said 1/4 section a distance of 588.87'; thence N 00 deg. 31' 28" W and run a distance of 820.04' to the Point of Beginning; thence N 83 deg. 50' 45" W and run a distance of 313.72'; thence N 01 deg. 41' 13" W and run a distance of 478.99'; thence N 89-deg. 16' 33" E and run a distance of 321.31'; thence S 00 deg. 31' 28" E and run a distance of 516.50' to the Point of Beginning.

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