43966

## AGREEMENT

Value 100.00

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, C.E. BROWN has contracted to purchase from Ellis E. Walton and Bertha M. Walton, the following described property situated in Shelby County, Alabama, to-wit:

The North One-half  $(N_2^1)$  of the Southwest Quarter  $(SW_4^1)$  of the Southeast Quarter  $(SE_4^1)$  and a Parcel of land in the Northeast (NE) corner of the Southeast  $(SE_4^1)$  Quarter of the Southwest Quarter  $(SW_4^1)$  all in Section 11, Township 20, Range 1, West, all together containing 24 acres, more or less.

and

WHEREAS, There is a Spring Branch running through the above-described property, which after leaving said property, runs through adjoining property thereto belonging to other owners; and

WHEREAS, the said C.E. Brown desires to construct a lake on the above-described property which will require the detention of the water in said Spring Branch for an indefinite period of time by a dam to be constructed by C.E. Brown; and

WHEREAS the undersigned S.L. Graham is the agent handling the sale of the above-described property for in an behalf of the said Ellis E. Walton and Bertha M. Walton, and as such agent will be paid a commission at the time of the consummation of the sale of said property so that it is to his interest that the sale be immediately consummated, and

WHEREAS the said C.E. Brown desires assurance and protection against any legal claims that could or might arise from any other owners of properties through which the said Spring Brance flows after leaving above-described property to be purchased by C.E. Brown.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable considerations in hand paid by C.E. Brown to the undersigned, S.L. Graham, the receipt and sufficiency whereof is hereby acknowledged, I, the undersigned S.L. Graham, do hereby contract and agree to flefend at my own expense any and all claims that might hereafter be made against the said C.E. Brown, and I further contract and agree to assume and pay any judgment or liability imposed upon said C.E. Brown by law for and on account of any claims, demand, actions or causes of action of any owners of properties located below the above-described property and through which said Spring Bra nch flows, provided any claims arise from the temporary stoppage of the flow of the water in said Spring Branch because of the construction of a dam on said property by the said C.E. Brown, and I further hereby agree to indemnify and to hold harmless the said C.E. Brown from any such claims or demands that might hereafter be made against him. This agreement expires 7/9/50.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 9th day of July, 1948.

S.L. Graham (SEAL)

STATE OF ALABAMA

COUNTY

I, Herbert W. Peterson, a Notary Public in and for said County in said State hereby certify that S.L. Graham whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of the above and foregoing instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and o ficial seal, this 9th day of July, 1948.

Herbert W. Peterson,

Notary Public

Filed in the office of the Probate Judge on the 12th day of July, 1948 at 8 o'clock A.M. and Feloraed Office ALABAMA SHELBY COUNTY the Deed Record 134 on page 261 on this the 12th day of July, 1948.

I hereby certify that

\$ 10 Privilege Tax

L.C. Walker,

Judge of Probate law.