

AGREEMENT TO
INDEMNIFY AND DEFEND

KNOW ALL MEN that on the day this instrument bears date, the undersigned C. E. Fondren and wife, Mary Lee Fondren (jointly referred to as Grantees), for themselves, their heirs, administrators, executors, and assigns, for and in consideration of the conveyance of certain real property located in Shelby County, Alabama and particularly described as:

Commencing at the Northwest corner of the NW1/4 of SW1/4, Section 5, Township 22 South, Range 3 West, Shelby County, Alabama; thence Eastward a distance of 659.50 feet to the point of beginning; thence turn an angle of 82 deg. 02 sec. to the right for a distance of 1280.0 feet, more or less to a point in the center of McHenry Creek; thence Northwesterly up said centerline of said Branch for a distance of 350.0 feet more to a point; thence Northerly a distance of 910.70 feet to the point of beginning. Said land being situated in the NW1/4 of SW1/4, Section 5, Township 22 South, Range 3 West, Shelby County, Alabama.

and other good and valuable consideration received from Grantees from Will Eva Huey, an unmarried woman, Glenna Jarrette and husband Charles E. Jarrette, Marie Terpo and husband, John W. Terpo, Bobby L. Raygan and wife Linda Raygan, Bobby Stripling, an unmarried man, Thomas Douglas Stripling and wife Billie J. Stripling, Pearl S. Knight and husband Samuel H. Knight, Ethel S. Flowers and husband, James A. Flowers (hereinafter collectively referred to as Grantors), do hereby agree to obtain the release of Grantors, their heirs, administrators, executors, or assigns, from any claim or legal action by any person, persons, firm, or corporation against Grantors, their heirs, administrators, executors, or assigns arising out of that Warranty Deed executed by Grantors and conveying the above-described property to Grantees dated July 5, 1977, or any said claim or action pertaining to the warranties recited in said Warranty Deed. Grantees, in addition to agreeing to obtain the release of Grantors from any such claim or action arising out of said warranties further agree to assume and defend against any such claim and to pay all of the costs of said litigation.



19771018000111100 1/2 \$.00
Shelby Cnty Judge of Probate, AL
10/18/1977 12:00:00 AM FILED/CERT

Carlton, Boles et al
George M. Boles
727 Frank Nelson Bldg.
12/1/77 25012

Grantees further agree to pay any judgment rendered in any such litigation and will indemnify Grantors, their heirs, administrators, successors, or assigns for any loss to Grantors, their heirs, executors or assigns arising out of said warranties and Grantees will pay all expenses incurred by Grantors, their heirs, administrators, executors, or assigns in the defense of any litigation arising out of said warranties. This Agreement is for the express purpose of protecting Grantors from any claim which might arise from said warranties, Grantors having little or no knowledge of the exact location of the property conveyed in the above-described instrument, the boundaries of said property, the title thereto owned by Grantors, or their right to sell, all of such information having been determined by Grantees to their satisfaction without the knowledge, assistance or participation by Grantors. Delivery of this instrument is a prerequisite to delivery of the executed deed described above and conveying the described property from Grantors to Grantees.

DONE this the 15th day of September, 1977.

STATE OF ALABAMA SHELBY COUNTY
I HEREBY CERTIFY THIS

1977 OCT 18 AM 11:28

Reg. 300
Ind. 100
400

C. E. FONDREN

Thomas R. ...
JUDGE OF PROBATE

Mary Lee Fondren
MARY LEE FONDREN

THE STATE OF ALABAMA)
COUNTY OF)



19771018000111100 2/2 \$.00
Shelby Cnty Judge of Probate, AL
10/18/1977 12:00:00 AM FILED/CERT

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared C. E. FONDREN and wife, MARY LEE FONDREN, whose names are signed to the above and foregoing Agreement to Indemnify and Defend, and who, being known by me and having been by me first duly sworn, depose and say that they have read the instrument and have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 15th day of September 1977.

Eva D. Mooney
NOTARY PUBLIC

My Commission Expires: 11/30/97