

STATE OF ALABAMA)
SHELBY COUNTY)

INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT is given this 15th day of March, 1985, by ROY MARTIN CONSTRUCCION, INC., to CAHABA TITLE, INC. and SAFECO TITLE INSURANCE COMPANY.

W I T N E S S E T H:

WHEREAS, Cahaba Title, Inc. has issued a title insurance binder number 34004 on Lot G, of Sunny Meadows, Third Phase, as recorded in Map Book 8, Page 171, in the Office of the Judge of Probate of Shelby County, Alabama, wherein Schedule B, Section 2 C, Item 2, "Special Exceptions" of said title insurance binder sets out a building setback line of 30 feet reserved from Sunny Meadows Drive and Sunny Meadows Lane as shown by plat; and

WHEREAS, a survey was prepared by Jerry Oakley Peery, Registered Land Surveyor, State of Alabama, Rec. No. 12697, on March 12, 1985, showing that one corner of the house constructed on the said property is 27.2 feet from the lot line and is, therefore, violating said setback line by approximately 2.8 feet at one point; and

WHEREAS, in order for this violation to be accepted by National Heritage Mortgage Corporation in approving its Loan No. 06-01450-09 to Wayne H. Smith and Melanie J. Herring, the Purchasers of said real property, said Mortgage Corporation is requiring that affirmative coverage be given by the Cahaba Title, Inc., and Safeco Mortgage Insurance Company. Cahaba Title, Inc., in order to give affirmative coverage to said violation, is requiring ROY MARTIN CONSTRUCTION, INC. to indemnify Cahaba Title, Inc. and Safeco Title Insurance Company from and against any potential loss occasioned by said affirmative coverage.

NOW, THEREFORE, premises considered, the parties agree as follows:

1. Roy Martin Construction, Inc., its successors and assigns, does forever indemnify and hold Cahaba Title, Inc. and Safeco Title Insurance Company harmless from and against

Daniel Spitzer

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any and all loss occasioned by the above-described violation of the setback line described in Cahaba Title, Inc. binder number 34004, Schedule B-Section 2 C, Item 2, including, but not limited to, court cost, attorney's fees, witness fees, and any and all other reasonable and necessary expenses. Roy Martin Construction, Inc. further agrees to hold Cahaba Title, Inc. and Safeco Title Insurance Company harmless for each and every expense and liability, said Companies may incur or suffer as a result of said Companies giving National Heritage Mortgage Corporation said affirmative coverage.

2. Cahaba Title, Inc. and Safeco Title Insurance Company shall give affirmative coverage to National Heritage Mortgage Corporation insuring said mortgage company or assigns against loss as a result of the violation of said setback line as set out hereinabove.

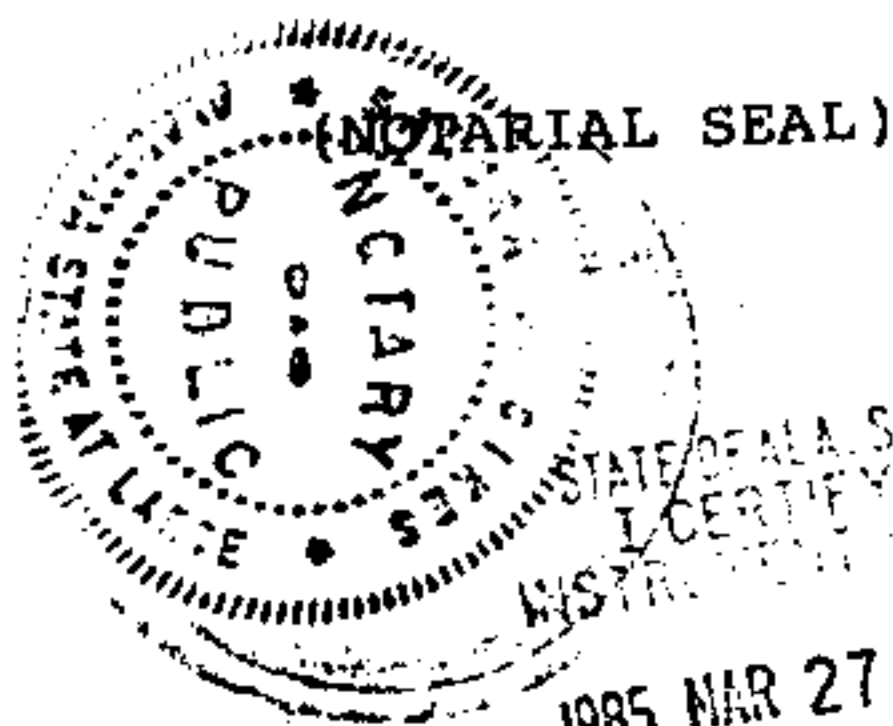
ROY MARTIN CONSTRUCTION, INC.

By: Roy L. Martin
Roy L. Martin, President

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Roy L. Martin, whose name as President of Roy Martin Construction, Inc., a corporation, 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, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, on the day the same bears date.

Given under my hand and official seal this 15th day of March, 1985.



1985 MAR 27 PM 12:07

Judge of Probate

[Signature]
Notary Public

Rec. 500
Sub 100
600