

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

INDEMNIFICATION AND REAL ESTATE MORTGAGE

Contemporaneously with the execution of this Indemnification and Real Estate Mortgage, the undersigned George & Jacquelyn Barbour ("Purchaser") has taken delivery of a Block 4, **deed to Lot 6/**, according to the Survey of Dearing Downs, 2nd (being 1237 Southwind Drive, Helena, AL. 35080) Sector, Shelby County, **Alabama, as recorded in Map Book 9, Page 33**, in the Office of the Judge of Probate of Shelby County, Alabama (the "Property"), from Mark A. Friedman and Sally W. Friedman ("Sellers"), in which deed

Purchaser has agreed to assume and to pay the obligations set out in that certain note /dated March 20, 1987/ ^{122, Page 306} recorded in Real Volume & mortgage ^{in the} note and principal amount of \$79407.00, and ^{Friedman} mortgage from Russell J. Rasco and Dawn P. Rasco to Mark A. & Sally W. ^{in the} original principal amount of \$7,150.00 recorded in Real 316 at Page 852 and assigned to n/a ~~Bankingxxxx~~ ~~Realxxxxxx~~ ~~Pagexxxx~~ (the "Note," the "Mortgage"; together, the "Loan Instruments").

This instrument is intended (1) to make explicit Purchaser's obligation with respect to the debt evidenced by the Mortgage, (2) to provide indemnification for Sellers against loss in the event that Purchaser fails to carry out

✓ James Holloman

the obligations undertaken with respect to the debt and Mortgage, and (3) to be a mortgage on the Property as security for the performance of Purchaser's obligations, including payment of the debt evidenced by the Note and the performance of his indemnity to Sellers.

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

1. Purchaser 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. Purchaser hereby holds Sellers harmless from any and all loss or damage, including attorney's 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 \$ 7470.00), Purchaser (hereinafter "Purchaser/Mortgagor") hereby grants, bargains, sells and conveys the Property to Sellers as Mortgagee.

TO HAVE AND TO HOLD the Property unto the Mortgagee forever; upon the condition, however, that if the Purchaser/Mortgagor performs her obligations specified in Paragraphs 1 and 2, immediately preceding, or Seller/Mortgagee shall be released from the aforementioned Mortgage (), then this conveyance shall become Null and Void.

But if Purchaser/Mortgagor should default in any material obligation assumed hereunder, this mortgage shall be subject to foreclosure as now

provided by law in case of past-due mortgages, and the Seller/Mortgagee shall be authorized to take possession of the Property 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 Property, as Seller/Mortgagee may deem best in front of the Courthouse door in said County.

IN WITNESS WHEREOF, the undersigned has executed this Indemnification on this 30th day of March, 1992.

WITNESS:

John R. Hollen

George Barbour
GEORGE BARBOUR

Jacquelyn R. Barbour (SIGNED)
JACQUELYN BARBOUR

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that George Barbour and wife, Jacquelyn Barbour whose name are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 30th day of March, 1992.

John R. Hollen
Notary Public

My Commission Expires: 8-25-94

- 304/20/1992-5100
12:19 PM CERTIFIED

This instrument was prepared by SHELBY COUNTY JUDGE OF PROBATE
FIRST REAL ESTATE
3170 Highway 31 South
Pelham, AL. 35124
003 MCD 11.50