

ON-RECORD MATTER INDEMNITY AGREEMENT

THIS AGREEMENT is made and entered into this 10th day of March, 1994, by and between

David M. Parker

hereinafter (collectively if more than one) referred to as "Indemnitor," and FIRST AMERICAN TITLE INSURANCE COMPANY, hereinafter referred to as "First American."

1. Indemnitor is the owner of and/or has some interest in that certain real property hereinafter referred to as "the Property" in the County of Shelby, State of Alabama, described as follows:

Lot 12, Block 1, according to the Survey of Willow Glen, as recorded in Map Book 7, Page 101, in the Probate Office of Shelby County, Alabama.

2. Indemnitor is contemplating encumbering and/or selling the property and has requested First American to issue its policy of title insurance in connection therewith.

3. An examination of the appropriate records of said county discloses the following matter or matters or records hereinafter referred to as "the record matter" affecting the property: Two (2) mortgages which have not been satisfied of record. These mortgages are recorded in Mortgage Book 418, Page 1 and Mortgage Book 418, Page 3, in Shelby County and were paid in full in 1984.

4. Indemnitor, regardless of his interest in or relationship to the Property, has an interest in the issuance of and desires First American to issue its policy or policies of title insurance insuring an owner or owners of the Property, and/or insuring holders of mortgages or deeds of trust encumbering the property against loss by reason of the record matter.

5. First American is willing to consider the issuance of such policy or policies of title insurance as Indemnitor has requested, insuring against loss by reason of the existence of the record matter, however, First American shall determine whether to issue each policy based on reliance on the covenants, conditions, representations and warranties of Indemnitor herein made, and upon a determination by First American that each and every covenant to be performed by Indemnitor has, as a condition precedent to such issuance, been performed.

IN CONSIDERATION OF THE ISSUANCE by First American of each policy of title insurance as First American shall decide to issue insuring against loss by reason of the existence of the record matter, Indemnitor agrees as follows:

6. Indemnitor shall deposit with First American

N/A

as partial security for this indemnification.

7. Indemnitor shall, concurrently herewith, submit to First American an audited financial statement, or the First American form financial statement if no audited statement is available and, if First American elects to accept an unaudited statement from Indemnitor, which statement shall accurately represent the financial condition of Indemnitor. Indemnitor further agrees to amend such statement upon the occurrence of any event which would alter or in any respect change said financial condition by reducing the net worth, result in a reduction in liquidity, or other similar manner which would be material to First American's decision to continue issuing policies in reliance on the financial condition and this agreement. (In the event more than one person is indemnitor, each such person shall comply with this paragraph.) Any mis-statement of such condition, or failure to submit an amendment thereto or omitting to submit an amendment, as to the Indemnitor so mis-stating or omitting to submit an amendment shall constitute actual fraud against First American such that any obligation incurred by First American under this Indemnity shall be dischargeable in any insolvency proceedings whether involuntary or voluntary, and further, shall constitute actual fraud against First American for any and all other purposes.

Indemnitor hereby promises and agrees that First American shall have and is granted the right, at any time, to examine the books, accounts and records of Indemnitor pertaining to the financial condition of Indemnitor, and Indemnitor will, upon request, furnish to First American for examination all such books, accounts and records and such further assurances as may be required by First American for its or its insured's protection from liability.

8. In the event that any action is filed in law or in equity or any procedure is instituted relating to the record matter, Indemnitor agrees to notify First American in writing of such action or procedure of which Indemnitor shall by any means whatsoever become aware within three (3) days of acquisition of knowledge of such action or procedure.

9. Upon the filing of any action at law or in equity or in the institution of any procedure relating to the record matter, or at any time First American shall, in its absolute subjective opinion, deem it necessary in order to protect itself or its insured or insureds, First American shall have the absolute right to demand, and Indemnitor agrees to comply therewith, that Indemnitor:

03/10/1994-08876
10:05 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
010 KJS 31.00

ON-RECORD MATTER INDEMNITY AGREEMENT (Continued)

A. In situations where the payment of any sum of money will discharge or eliminate the affect of the record matter as to the property Indemnitor shall upon demand of First American cause such sum of money as is sufficient to so discharge or eliminate the record matter to be paid in such a manner as to effect such discharge or elimination; or

B. In situations where affirmative legal action or proceedings in law or in equity are necessary to effect discharge or elimination of the record matter as to any effect it may have on the Property, Indemnitor shall, upon demand of First American, cause counsel acceptable to First American to institute such action or procedure as will so discharge or eliminate the effect of the record matter as to the property, and to cause to be delivered to First American a written representation by such counsel to the effect that such counsel has accepted employment as counsel to commence and vigorously prosecute to conclusion such action or procedure; or

C. In situations where any action or procedure concerning the record matter is instituted by any party other than First American or Indemnitor, Indemnitor shall, upon demand by First American, cause such action or procedure to be timely defended and resisted by counsel acceptable to First American which counsel will protect First American and any person or insured to whom First American may have possible liability as a result of issuance of a policy or policies of title insurance pursuant to this agreement, and cause to be delivered to First American a written representation by such counsel to the effect that such counsel has accepted employment as counsel to defend any such action or resist any such procedure and will undertake any and all steps necessary to protect First American and its insured or insureds; or

D. Take action with respect to the record matter as First American shall, in its absolute subjective discretion, authorize Indemnitor in writing to undertake, provided that any such authority shall not be a waiver by First American to, at any time, require Indemnitor to comply with subparagraphs A, B and C above, within five (5) days of First American's written revocation of authority to take action other than that under subparagraphs A, B and C, and demand for Indemnitor to comply with subparagraphs A, B and C, above.

In the event Indemnitor fails to comply with subparagraphs A, B, C or D, above, First American shall have the right, in addition to any and all recourse available to First American under this agreement or under law or equity, but not the obligation, to take or do any act, in the name of Indemnitor or otherwise, as First American shall, in its absolute subjective opinion deem necessary or desirable to protect its interests under this agreement, or the interests of its insured or insureds.

10. Notwithstanding any other recourse available to First American under this agreement, or otherwise at law or in equity, Indemnitor (and each of them jointly and severally if more than one) hereby agrees to hold and save First American harmless, and to protect and indemnify First American from and against any and all liabilities or claims of liability, losses, costs, charges, expenses and damages of any kind or character whatsoever, including reasonable attorney's fees incurred or sustained by First American, by reason of or arising out of the record matter, which First American may incur or sustain directly or indirectly, under any policy of title insurance issued pursuant to this agreement, or which First American may sustain or incur in any other action at law or in equity under any theory of recovery as a result of the existance of the record matter.

11. Indemnitor agrees that any monies advanced by First American pursuant to this agreement or by First American's exercise of any rights hereunder given shall be repaid by Indemnitor to First American, with interest thereon at four percent (4%) above the then prevailing prime rate as charged by Bank of America at date of the advance of any sum or sums hereunder, but in no event to exceed the lesser of ten percent (10%) per annum or the maximum rate permitted by law, from the date of such advance, within ten (10) days of First American's demand therefor.

12. Indemnitor further agrees that any monies or other security deposited with First American may without any demand or notice to Idemnitor whatsoever be used by First American to discharge any liability for which First American is indemnified hereunder, including but not limited to using any portion of such monies or security up to the whole thereof to cause or obtain a discharge or elimination of the effect of the record matter on the Property.

13. Where, in First American's absolute subjective opinion, all matters for which First American is indemnified hereunder are resolved in such a manner that First American can have no further liability under its policy or policies, First American may, at First American's sole option, return, or order, such monies or security as may have been deposited by Indemnitor hereunder to Indemnitor. No return of such security shall be construed as a termination of Indemnitor's duties hereunder or of this agreement.

14. Indemnitor recognizes and acknowledges that in the event of any default or failure by Indemnitor to perform as agreed herein would give First American the right to exercise any and all remedies available at law or in equity including but not limited to injuctive relief, specific performance, and damages for breach of the terms hereof.

ON-RECORD MATTER INDEMNITY AGREEMENT (Continued)

15. The failure of First American to demand by Indemnitor the performance of any act hereunder shall not be construed as a waiver of First American's right to demand, at any subsequent time, such performance.

16. This agreement is between Indemnitor and First American only, and is not intended to be, nor shall it be construed as being for the benefit of any third party or parties.

17. In the event any provision of this agreement shall be held invalid or unenforceable by any Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

18. This agreement contains the entire agreement of the parties, and shall not be modified except by an instrument in writing executed by all of the parties hereto.

19. A. The terms in this agreement shall have the following meaning unless the context requires otherwise:

1. The term "Property" shall refer to that certain property or an interest therein as set out above, and include any and all portions thereof.

2. The term "policy" shall refer to and include a policy or policies of title insurance and/or indorsements thereto.

B. Where more than one person is included as Indemnitor, the obligation undertaken by Indemnitors shall be joint and several.

C. The singular number shall include the plural number throughout this agreement.

D. This agreement shall inure to the benefit of and bind the personal representatives, successors, and assigns of the parties hereto.

20. This agreement shall be interpreted in accordance with the laws of the State of Alabama, and Indemnitor hereby agrees to submit himself to the jurisdiction of any state or federal court having competent jurisdiction of First American's choosing, and to make no objection to venue therein, should any action in law or equity be necessary to enforce or interpret this agreement. If any action at law or in equity is necessary to enforce or interpret the terms of this agreement, Indemnitor further agrees to reimburse First American for any costs, reasonable attorneys' fees, and/or necessary disbursement for such action, in addition to any other relief to which First American may be entitled.

21. NOTWITHSTANDING ANY POSSIBLE DIFFERENCE IN THE PARITY OF THE PARTIES HERETO, IT IS UNDERSTOOD BY INDEMNITOR THAT FIRST AMERICAN IS UNDERTAKING A RISK SIGNIFICANTLY GREATER THAN THAT UNDERTAKEN IN THE NORMAL COURSE OF ITS PROVIDING TITLE INSURANCE POLICIES AND RELATED SERVICES BY ENTERING INTO THIS AGREEMENT AND ISSUING POLICIES OF TITLE INSURANCE IN RELIANCE HEREON AND, THEREFORE, INDEMNITOR HEREBY DECLARES ITS WILLINGNESS TO ENTER INTO THIS AGREEMENT AND TO INDUCE FIRST AMERICAN TO ENTER INTO THIS AGREEMENT, REALIZING THAT INDEMNITOR'S BEST INTEREST, IN THE OPINION OF INDEMNITOR, IS BEING BEST SERVED THEREBY.

22. See reverse side hereof.

INDEMNITOR

ENTITIES

INDIVIDUALS


David M. Parker

FIRST AMERICAN TITLE INSURANCE COMPANY

By _____
Authorized Officer

22. The Indemnitor has attempted to find the former mortgagee, Grady H. Bloodworth and Patsy M. Bloodworth but has been unsuccessful. The last time contact was made with the Bloodworth's was in 1984 when they were preparing to ove to Texas.

The following documents are being recorded with this agreement:

1. Copy of note dated January 22, 1982 in the amount of \$3500.00 with a legend added by Mr. Bloodworth.
2. Copy of check \$540 in the amount of \$1500.00 with a legend added denoting "Balance of 2nd Mortgage." This refers to the mortgage recorded in Mortgage Book 418, Page 1, in the Probate Office of Shelby County, Alabama.
3. Six checks which payoff the other mortgage recorded in Mortgage Book 418, Page 3, in the Probate Office of Shelby County, Alabama.

Mortgage recorded in Mortgage Book 418, Page 3

REAL ESTATE MORTGAGE NOTE

\$ 3,500.00

Birmingham, Alabama, January 22, 1982

The undersigned, for value received, promise to pay to the order of _____

Grady H. Bloodworth and Patsy M. Bloodworth

the sum of Three Thousand Five Hundred and no/100 Dollars,

together with interest upon the unpaid portion thereof from date at the rate of 12 per cent

per annum, in monthly installments of Fifty and 22/100 Dollars,

payable on the 1st day of each month after date, commencing March 1, 1982 until

said sum is paid in full, payable at 3441 Chapel Lane, Hoover, Birmingham, Alabama,
or at such other place or places as the owner or holder hereof may from time to time designate.
All payments shall be applied first to interest on the unpaid balance of principal, and the
balance to principal. Each of said installments shall bear interest at 8% per annum after maturity.

This note is secured by mortgage on real estate, executed to the payee herein. In the event
of default under the terms of said mortgage, or in the event any installment shall remain unpaid
for as much as ten days after the same becomes due, the holder hereof shall have the right and
option to declare the entire indebtedness secured hereby to be at once due and payable.

Each maker and endorser hereby waives all right of exemption under the Constitution and Laws
of Alabama, and agrees to pay the cost of collection, including a reasonable attorney's fee, if
this obligation is not paid at maturity.

Demand, protest and notice of protest, and all requirements necessary to hold them liable,
are hereby waived by each and every maker and endorser of this note.

*6-2-84 Mike, you are hereby Released from obligation on this
note upon your check for \$1500 clearing the bank.*

Grady H Bloodworth Jr.

This note is given, executed and delivered under the seal of the undersigned.

David M. Parker (L.S.)
David M. Parker

Tina Renee Parker (L.S.)
Tina Renee Parker

____ (L.S.)

____ (L.S.)

HARLAND NS1 10



MR. OR MRS. DAVID M. PARKER
408 MEADOWLARK PL. 864-1541
MONTEVALLO, AL 35115

540

PAY TO THE ORDER OF

Grady Bloodworth

\$1500.00

One Thousand Five Hundred

DOLLARS

First Alabama Bank

of Birmingham
Birmingham, Alabama 35202

FOR Balance of 2nd Note

David M. Parker

⑆1062005690⑆ ⑆747320⑆ 0540 ⑆0000150000⑆

POST OFFICE

JE 84 07

UNIVERSITY MICROFILMS
SERIALS ACQUISITION
300 N ZEEB RD
ANN ARBOR MI 48106

Deposit only
Grady Bloodworth

⑆062005690⑆ ⑆747320⑆ 0540 ⑆0000150000⑆

MR. OR MRS. DAVID M. PARKER
2045-F BRANDYWINE CT
BIRMINGHAM, AL 35216

684

3/23/82

61-589
620

Pay to the
Order of

262.50

First Alabama Bank

Birmingham
Birmingham, Alabama 35202

For

⑆06 200 56 90⑆

12 3 23 01 0684

[Signature]

⑆0000026250⑆

Columbine Home - Georgia CA 1880

MR. OR MRS. DAVID M. PARKER
2045-F BRANDYWINE CT 979-6179
BIRMINGHAM, AL 35216

707

4/30/82

61-589
620

Pay to the
Order of

\$ 260.00

First Alabama Bank

of Birmingham
Birmingham, Alabama 35202

For

⑆06 200 56 90⑆

17 4 30 01 0707

[Signature]

⑆0000026000⑆

Anderson General Store - Kennesaw GA 1930

MR. OR MRS. DAVID M. PARKER
2045-F BRANDYWINE CT 979-6179
BIRMINGHAM, AL 35216

731

5/30/82

61-589
620

Pay to the
Order of

\$ 257.50

First Alabama Bank

of Birmingham
Birmingham, Alabama 35202

For

⑆06 200 56 90⑆

17 4 30 01 0731

[Signature]

⑆0000025750⑆

Mortgage Recorded in Mortgage Book 418, Page 3.

7

Deposit Only
Grady Bloodworth

07953
61-583
PAY ANY BANK, P.E.C.
First Bank
of Alabaster
ALABASTER
ALABAMA
61-588
MAY 12

105802543

Grady Bloodworth

61-588
PAY ANY BANK, P.E.C.
First Bank
of Alabaster
ALABASTER
ALABAMA
61-588

105802543

DEPOSIT ONLY
Grady Bloodworth
AD 80018861

07975
61-588
PAY ANY BANK, P.E.C.
First Bank
of Alabaster
ALABASTER
ALABAMA
61-588
JUN 5 1961

100702543

Mortgage recorded in Mortgage Book 418, Page 3

St George's Church - Virginia Ct. 1724

MR. OR MRS. DAVID M. PARKER
 2045-F BRANDYWINE CT. 35216
 BIRMINGHAM, AL 35216

8/10/1982

795
 61-569
 620

Pay to the Order of *Grady Bloodworth* \$ **252.50**

Two Hundred Fifty Two Dollars & 50/100 Dollars

First Alabama Bank
 of Birmingham
 Birmingham, Alabama 35202

For *David M. Parker*

⑆062005690⑆ 17 4732 0⑈ 0795 ⑈0000025250⑈

Mortgage recorded in Mortgage Book 418, Page 30

Anderson General Store - Kennesaw GA 30140

MR. OR MRS. DAVID M. PARKER
 2045-F BRANDYWINE CT. 35216
 BIRMINGHAM, AL 35216

6/28/1982

766
 61-569
 620

Pay to the Order of *Grady Bloodworth* \$ **255.00**

Two Hundred Fifty Five Dollars & 00/100 Dollars

First Alabama Bank
 of Birmingham
 Birmingham, Alabama 35202

For *David M. Parker*

⑆062005690⑆ 17 4732 0⑈ 0795 ⑈0000025500⑈

Deposit only
Grady Bloodworth

Deposit only
Grady Bloodworth

008 27807

⑆062005690⑆ 17 4732 0⑈ 0795 ⑈0000025500⑈

2021 *St George's Church - Virginia, CA. 1920*

MR. OR MRS. DAVID M. PARKER
 2045-F BRANDYWINE CT 979-6179
 BIRMINGHAM, AL 35216

12/15/1981

639

61-569
620

Pay to the Order of *Grady* \$ *475.00*

Four Hundred Seventy Five Dollars

First Alabama Bank
 of Birmingham
 Birmingham, Alabama 35202

For *JANUARY*

⑆062005690⑆ 17 4732 0⑈ 0639 ⑈0000047500⑈

Mortgage recorded in Mortgage Book 418, Page 534

Columbine Home - Georgia, CA. 1880

MR. OR MRS. DAVID M. PARKER
 2045-F BRANDYWINE CT 979-6179
 BIRMINGHAM, AL 35216

2/23/1982

666

61-569
620

Pay to the Order of *Grady* \$ *265.00*

Two Hundred Sixty Five Dollars

First Alabama Bank
 of Birmingham
 Birmingham, Alabama 35202

For *JANUARY*

DEC 22 1981

Deposit Only
Grady Blackwell

61-588
 PAY ANY BANK, P.E.G.
 First Bank
 of Alabaster
 ALABASTER
 ALABAMA
 61-588
 MAR 3 1982

1994-08876
 03/18/1994-08876
 10:05 AM CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE
 010 KJS 31.00

805204998

10