

## OPEN MORTGAGE HOLD HARMLESS AGREEMENT

THIS AGREEMENT is made and entered into this 26th day of October, 1998 by and between Royse A. Evans and Betty Wood Evans (hereinafter referred to as the "Owner", whether one or more than one), and Fidelity National Title Insurance Company of New York, its agents, successors and/or assigns, (hereinafter collectively referred to as the "Title Company").

## WITNESSETH:

WHEREAS, the Owner has an interest in that certain real property situated in Shelby County, Alabama, which is more particularly described as follows, to wit:

See legal description attached as Exhibit "A"

[enter legal description of property, use reverse side if necessary]

(hereinafter referred to as the "Property"); and

WHEREAS, the Owner is contemplating mortgaging or otherwise encumbering the Property and has requested the Title Company to issue its policy or policies of title insurance in connection therewith; and

WHEREAS, an examination of the public records of said County reveals the following open mortgage or mortgages affecting the Property, to wit:

See mortgage recorded in  
Book 096 page 678 in Shelby County, Alabama.

[insert description of open mortgage(s)]

(hereinafter referred to as the "Open Mortgage", whether one or more than one); and

WHEREAS, the Owner, regardless of his or her interest in or relationship to the Property, has an interest in the issuance of and desires the Title Company to issue its policy or policies of title insurance insuring holders of mortgages or deeds of trust encumbering the Property against loss by reason of the Open Mortgages; and

WHEREAS, the Title Company is willing to consider the issuance of such policy or policies of title insurance as the Owner has requested, insuring against loss by reason of the existence of the Open Mortgage upon reasonable evidence of payment of same, without requiring that said Open Mortgage be actually released of record; however, the Title Company shall determine whether to issue each policy based on reliance on the covenants, conditions, representations and warranties of the Owner herein made.

NOW THEREFORE, in consideration of the premises and in further consideration of the issuance by the Title Company of each policy of title insurance as the Title Company shall decide to issue insuring against loss by reason of the existence of the Open Mortgage, the Owner warrants, represents, covenants, and agrees that the Owner is fully aware of the existence of the Open Mortgage; that each has been paid in full and fully satisfied; and that notwithstanding any other recourse available to the Title Company under this Agreement or otherwise at law or in equity, Owner and each of them jointly and severally if more than one, hereby agree to hold and save the Title Company harmless, and to protect and indemnify the Title Company 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 the Title Company by reason of or arising out of the Open Mortgage which the Title Company may incur or sustain directly or indirectly under any policy of title insurance issued pursuant to this Agreement or which the Title Company may sustain or incur in any other action at law or in equity under any theory of recovery as a result of the existence of the Open Mortgage.

This Agreement is executed on the day and date first set out herein above.

Royse A. Evans  
Individual Owner Royse A. Evans

Betty W. Evans  
Individual Owner Betty W. Evans

Forwarding Address: 855 Highway 52 West, Helena, AL 35080

SEE NOTARY ACKNOWLEDGMENT ON BACK

Inst # 1998-43465

1998-43465  
11/04/98  
10:55 AM  
SHELBY COUNTY JUDGE OF PROBATE  
003 MEL

10:55 AM  
SHELBY COUNTY JUDGE OF PROBATE  
003 MEL  
11/04/98  
10:55 AM  
SHELBY COUNTY JUDGE OF PROBATE  
003 MEL

State of Alabama)  
County of Shelby)

I, the undersigned, hereby certify that, Royse A. Evans and wife, Betty Wood Evans, whose name 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, they executed the same voluntarily on the day of same bears date.

GIVEN UNDER MY HAND THIS 26<sup>TH</sup> DAY OF OCTOBER, 1998.

My Commission Expires: 10/3/2001

*Mark L. Rame*

Notary Public

*Royse Evans*

Exhibit "A"

A parcel of land situated in the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 18, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly describes as follows:

Begin at the southwest corner of the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 18, Township 20 South, Range 3 West; thence run north along the west line of said section a distance of 440.00 feet; thence an azimuth of 90 degrees 32 minutes easterly a distance of 659.65 feet; thence an azimuth of 180 degrees 04 minutes 37 seconds southerly a distance of 180.0 feet to a point on the northeast corner of Lorraine Franklin lot; thence an azimuth of 243 degrees 56 minutes 15 seconds southwesterly along a diagonal line across said Franklin lot a distance of 289.52 feet to a point on the west line of said lot; thence proceed southwesterly along the previous course a distance of 289.23 feet to a point on the south line of said quarter-quarter; thence an azimuth of 270 degrees 29 minutes 25 seconds west along the said south line a distance of 139.48 feet to the point of beginning.

Also, an easement for ingress and egress more particularly described as follows: Commence at the southeast corner of the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 13, Township 20 South, Range 4 West, Shelby County, Alabama; thence north along the east line of said quarter-quarter section 20.0 feet; thence turn left 91 degrees 14 minutes and run westerly and parallel to the south line of said quarter-quarter section 91.20 feet to the easterly right of way of Shelby County Road Number 52; thence turn left 110 degrees 57 minutes and run southeasterly along said right of way 21.42 feet to the south line of said quarter-quarter section; thence turn left 69 degrees 03 minutes and run easterly along said quarter-quarter line 83.11 feet to the point of beginning.

Inst. # 1998-43465

11/04/1998-43465  
10:35 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
008 NEL 13:50

RAE  
BWE