


**STATE OF ALABAMA  
COUNTY OF JEFFERSON**


  
20061201000584880 1/3 \$17.00  
Shelby Cnty Judge of Probate, AL  
12/01/2006 03:17:42PM FILED/CERT

**INDEMNITY AGREEMENT AND DUTY TO DEFEND**

COMES NOW, JAMES L. EATON, the owner and Seller of the below described real estate, hereinafter "Owner" and enters into this Indemnity Agreement and Duty to Defend with First Educators Credit Union, James E. Bailey, Leavell & Associates, Attorneys at Law, L.L.C. and Commonwealth Land Title Insurance, as follows:

James L. Eaton is currently the owner on the real property situated in the County of Shelby known as Lot 17, according to the Survey of Woodland, as recorded in Map Book 16, Page 82, in the Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama.

The Owner sates that of his personal knowledge the lien attached to the property and recorded in the Office of the Judge of Probate of Shelby County in regards to DR 98-211 JMJ has been satisfied. The Owner further states that such lien is the result of a divorce proceeding by and between James L. Eaton and Katie Cochran Eaton and that such required the payment of \$11,000.00 to Katie Cochran Eaton as equity of the subject property. Furthermore, that Katie Cochran Eaton was required to sign a Quit Claim Deed for the conveyance of said property to James L. Eaton. Such has been signed and is attached hereto as "Exhibit A". That the said Katie Cochran Eaton is deceased, having died on or around October 28, 1998. That furthermore, no estate was probated for Katie Cochran Eaton. That of his own knowledge and assured statement, he paid to Katie Cochran Eaton Eleven Thousand Dollars on or around the April 1998, fully satisfying the lien and requirements of the Divorce Decree.

 The Owner is entering into this agreement for the purposes of inducing First Educators Credit Union to issue a mortgage, and/or be covered by lender title insurance. As a result of said agreement, First Educators Credit Union will issue such mortgage, James E. Bailey will purchase such property and Commonwealth Land Title Insurance Company shall issue title insurance on same. Therefore, the Owner agrees to indemnify and hold harmless the said First Educators Credit Union, Commonwealth Land Title Insurance Company, Leavell & Associates, Attorneys at Law, L.L.C., and James E. Bailey of and from any loss, cost, damage and expense of every kind including attorney's fees, which First Educators Credit Union, Commonwealth Land Title Insurance Company, Leavell & Associates, Attorneys at Law, L.L.C. and

James E. Bailey shall suffer or may suffer or incur or become liable for as a result of any claim made by or on the behalf of the Estate of Katie Cochran Eaton or the heirs of Katie Cochran Eaton. In addition, James L. Eaton agrees to defend fully any of the above named individuals in the event that the Estate of Katie Cochran Eaton or the heirs of Katie Cochran Eaton should make a claim against or involving the subject property or lien on the property.

Dated this the 21 day of November 2006.

  
James L. Eaton

**STATE OF ALABAMA  
COUNTY OF JEFFERSON**

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, personally appeared **JAMES L. EATON**, 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, he executed the same voluntarily on the day the same bears date.

DONE this the 21 day of November 2006

  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: 8-6-08



Exhibit "A"

This instrument was prepared by:

John E. Medaris  
Attorney at Law  
230 Bearden Road  
Pelham, Alabama 35124

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**QUITCLAIM DEED**

-----STATE OF ALABAMA )  
JEFFERSON COUNTY )

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of TEN DOLLARS (\$10.00) and pursuant to a divorce settlement, in hand paid to the undersigned, ~~the receipt whereof is hereby acknowledged~~, the undersigned hereby releases, quitclaims, grants, seills, and conveys to James L. Eaton, (hereinafter called Grantee), all of her right, title, interest, and claim in or to the following described real property situated in Jefferson County, Alabama, to wit:

Lot 17, according to the Survey of Woodland, and as recorded in Map Book 16, Page 82, in the Office of the Judge of Probate of Shelby County, Alabama.

TO HAVE AND TO HOLD to said Grantee forever.

Given under my hand and seal, this the 4<sup>th</sup> day of May, 1998.

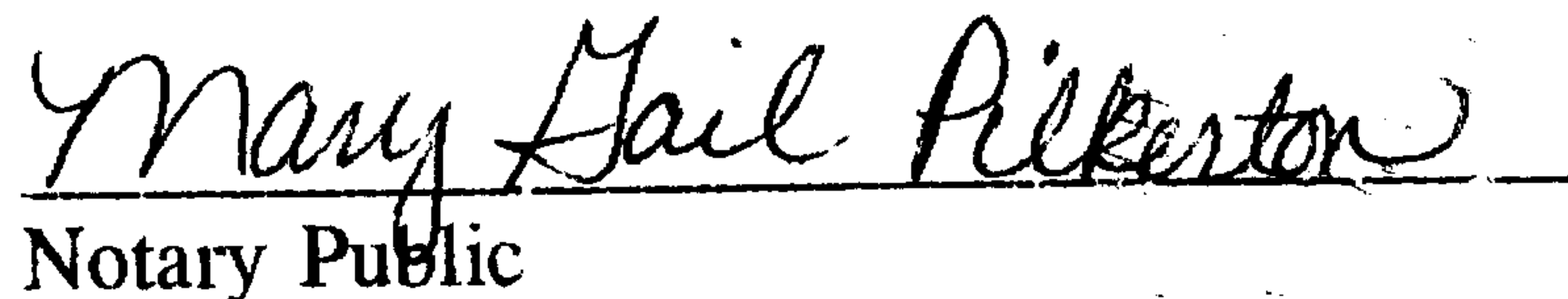
  
KATIE C. EATON

STATE OF ALABAMA )  
SHELBY JEFFERSON )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that KATIE C. EATON 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 he executed the same voluntarily on the date the same bears date.

Given under my hand and official seal this 4<sup>th</sup> day of May, 1998.

State of Alabama - Jefferson County  
I certify this instrument filed on:  
1998 MAY 21 A.M. 10:24  
Recorded and \$ .50 Mtg. Tax  
and \$ 4.50 Deed Tax and Fee Amt.  
\$ 5.00 Total \$  
GEORGE R. REYNOLDS, Judge of Probate

  
Notary Public

MY COMMISSION EXPIRES FEBRUARY 15, 2002



9806/8005