

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

STATE OF ALABAMA)

COUNTY OF SHELBY)

WHEREAS, The Security Title Guarantee Corporation of Baltimore, either directly or through its agent, Members Title LLC (hereinafter referred to as the "Company"), is about to issue its owner's and loan title insurance policy or commitments therefore (all hereinafter referred to as the "Title Insurance Policy"), in respect to the land therein described as follows:

LOT 15, ACCORDING TO THE SURVEY OF MOUNTAIN LAKE, AS
RECORDED IN MAP BOOK 31, PAGE 129, IN THE PROBATE
OFFICE OF SHELBY COUNTY, ALABAMA;

WHEREAS, the Company in its search and examination preparatory to fulfilling said request has determined that title to said real property to be subject to the following item(s):

Any and all rights of redemption arising from that certain foreclosure sale as evidenced by that certain Mortgage Foreclosure Deed dated December 5, 2007, and recorded February 20, 2008, as Instrument #20080220000069490, in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, the Company has been requested to issue its Title Insurance Policy, and may hereafter in the ordinary course of its business issue title insurance policy or policies or commitments therefore in the form or form now or then commonly used by the Company in respect to the real property or to some part or parts thereof, or interest therein (all of the foregoing being hereafter referred to as "Future Policies or Commitments"), free and clear of all mention of the aforesaid item(s) insuring against loss or damage because of said item(s) set out above.

NOW THEREFORE, the undersigned, jointly and severally, for themselves, their heirs, personal representatives and assigns do hereby covenant and agree with the Company: (1) To forever fully protect, defend and save the Company harmless from and against all the item(s) referred to above, and from any and all loss, cost, damages, attorneys' fees and expenses of every kind and nature which it may suffer, expend or incur under or by reason of, or in consequence of, the Title Insurance Policy on account of, or in consequence of, or going out of the items referred to above, or on account of the assertion or enforcement or attempted assertion or enforcement thereof or of any rights existing or hereinafter arising or which may be claimed to exist under, or by reason of, or in consequence of, or growing out of the item(s) referred to above; (2) To provide for the defense, at their own expense, on behalf and for the protection of the Company and

parties insured or who may become insured, against loss or damage under the Title Insurance Policy (but without prejudice to the right of the Company to defend if it so elects at the expense of the undersigned) in all litigation consisting of actions or proceedings based on any item(s) referred to above which may be asserted or attempted to be asserted, established or enforced in, to, upon, against or in respect to the land or any part thereof, or interest therein; and (3) To pay, discharge, satisfy, or remove all or any item(s) referred to above when called upon by the Company; and (4) That each and every provision herein shall extend and be enforced concerning Future Policies or Commitments, not to exceed the amount of \$180,000.00.

Nothing contained herein shall be construed so as to obligate the Company to issue its Title Insurance Policy, in the form requested herein. However, should the Company issue any such Title Insurance Policy, it will do so in reliance upon this Indemnification and Hold Harmless Agreement and issuance of such Title Insurance Policy shall be the consideration for this Indemnification and Hold Harmless Agreement.

The Company shall have the right at any time hereinafter, after notice to the undersigned below, when it shall deem necessary, expedient, desirable or of interest to do so, in its sole discretion, to pay, discharge, satisfy, remove from the title to said real estate all or any of the item(s) set out above. The undersigned covenants and agrees to pay to the Company all amounts so expended on demand.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed by its authorized SVP Ron Hendrix on this the 17 day of April, 2008.

CADENCE BANK, N.A.

By: [Signature]
Its: Cadence Bank
Ron Hendrix
Senior Vice President

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Ron Hendrix, whose name as the authorized Sr. Vice Pres. of Cadence Bank, N.A., a National Bank, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, s/he, as such Officer and with full authority, executed the same voluntarily for and as the act of said Bank.

Given under my hand, this 17th day of April, 2008.

[Signature]
Notary Public
My commission expires: 7/16/10

