



JEFFERSON
TITLE

JEFFERSON TITLE CORPORATION INDEMNIFICATION AGREEMENT

This indemnification is made and given by Gene W. Gray, Jr., P.C. referred to herein as "Indemnitor" (whether one or more) for the benefit of Jefferson Title and its underwriter First American Title Insurance Company (individually and collectively referred to hereafter as ("Title Company")). This indemnification is given to Title Company so that Title Company will issue a policy of title insurance insuring against loss because of mechanics or material men liens, claims of liens, or actions to enforce liens.

Indemnitor hereby agrees as follows:

1. Indemnitor was the closing agent of the 2003 transaction involving the sale of the property described as follows (hereafter "Property"):

Lot 51, according to the Amended Map of Oakwood Village, Phase One, as recorded in Map Book 19, Page 163, in the Probate Office of Shelby County, Alabama.

2. Indemnitor agrees that this indemnification applies to transactions that may occur in the future, to which indemnitor is not a party and Title Company has insurance exposure.
3. Indemnitor recognizes that the following liens including action to enforce such liens currently affect the Property:

Future Advance mortgage given by Laronda Linn Corrin and Roger John Corrin to SouthTrust Bank in the amount of \$14,000.00, dated January 4, 2002, filed February 28, 2002 and recorded in Instrument No. 2002-9730, in the Probate Office of Shelby County, Alabama.

4. Indemnitor agrees to either pay or defend at no cost to Title Company the above liens and actions, until such time that the liens are no longer against the Property.
5. Indemnitor agrees to hold harmless, protect and indemnify Title Company from and against any and all liabilities, (whether or not Title Company has suffered actual loss), losses, damage, expenses and charges, including, but not limited to, attorney's fees and expenses of litigation, for which Title Company may or might become liable or sustain arising out of or any way connected with any policy of title insurance, any endorsement, any binders or any agreements insuring against or guaranteeing against the above liens or liens arising from future liens for unpaid bills for labor, services, for work or materials supplied or related to the Property.

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6. This indemnification includes any policy or endorsement issued subsequent to this transaction, if the claim arises from the above insured over items, or any future materialmans or mechanics liens.
7. It is specifically understood and agreed by Indemnitor that once such title insurance obligations have been undertaken by Title Company, no cancellation by Indemnitor can be effective as long as Title Company has any continuing obligation under such title insurance affecting the Property.
8. In the event any provision of this agreement shall be held invalid or unenforceable by any court having jurisdiction, such provision shall be deemed severable and shall not effect the validity of any other provisions or the balance hereof.
9. The failure of Title Company from time to time to demand the performance of any act which it might require of Indemnitor hereunder shall not be construed as a waiver of the right to enforce such performance at a later time upon appropriate demand.
10. In the event of suit regarding any of the terms of this Agreement or performance or non-performance thereof, the parties agree that venue shall be in the appropriate courts in the county, parish, or state where the land is located. The laws of the State of the site of the land shall govern any suit.
11. In the event of any action to enforce the terms of this agreement, the parties hereto authorize and agree that the Court shall award reasonable attorneys' fees to the party prevailing therein and that attorney's fees and any other costs of collection shall be added to the amount of any lien claimed by Title Company.
12. This Agreement may not be amended or modified without the written Endorsement thereof by Title Company and Indemnitor.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective this 6th day of October, 2011.

Indemnitor

BY:

Its:

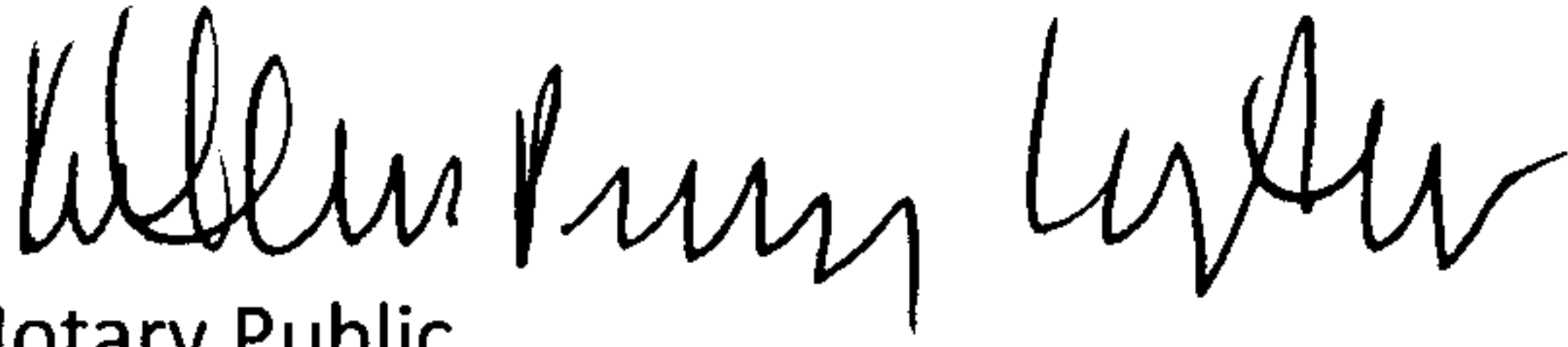
State of

Alabama
Jefferson County

Kathrine Pressley Lancaster
I, Kathrine Pressley Lancaster, a notary for said County and in said State, hereby certify that
Gene W Gray Jr, whose name as
President of Gene W Gray Jr P.C. a Professional Corporation, 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, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said Professional Corporation.

Given under my official hand and seal this the 6th day of October, 2011.



Notary Public

Commission Expires: 12/01/2012


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Shelby Cnty Judge of Probate, AL
10/20/2011 01:31:14 PM FILED/CERT

