


SEND TAX NOTICE TO:
Matthew Scott Cornelius
1301 Potter Avenue
Bessemer, AL 35020

This instrument was prepared by
Shannon E. Price, Esq.
P. O. Box 19144
Birmingham, AL 35219

CORRECTIVE WARRANTY DEED

STATE OF Alabama

Jefferson COUNTY


20090730000291190 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
07/30/2009 08:53:43 AM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of **One Hundred Eighty Four Thousand Five Hundred dollars & no cents (\$184,500.00)**
To the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I, **Carl Everett Prichard, a married man and Nancy Ruth Hill, a married woman** (herein referred to as Grantor, whether one or more), do hereby grant, bargain, sell and convey unto **Matthew Scott Cornelius an unmarried man**, (herein referred to as grantee, whether one or more), the following described real estate, situated in Jefferson County, Alabama, to-wit:

LOTS 1 THROUGH 6 BLOCK 75 OF J.H. DUNSTAN'S MAP OF THE TOWN OF CALERA, ALABAMA, AS RECORDED IN MAP BOOK 0 PAGE 1 IN THE OFFICE OF THE JUDGE OF PROBATE IN SHELBY COUNTY, ALABAMA.

ALSO THE EAST HALF OF A VACATED 20' ALLEY ALONG THE WEST LINE OF LOTS 1 THROUGH 6 BLOCK 75 OF J. H. DUNSTAN'S MAP OF THE TOWN OF CALERA, ALABAMA, AS RECORDED IN MAP BOOK 0, PAGE 1 IN THE OFFICE OF THE JUDGE OF PROBATE IN SHELBY COUNTY, ALABAMA.

SAID PROPERTY IS LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF CALERA.

This Deed is being corrected to correct the legal description on that Deed recorded in Instrument No. 20090317000098290.

Subject to: (1) Taxes for the year 2009 and subsequent years. (2) Easements, restrictions, reservations, rights-of-way, limitations, conditions of record, if any. (3) Mineral and mining rights, if any.

\$181,157.00 of the purchase price is being paid by the proceeds of a first mortgage loan executed and recorded simultaneously herewith.

The above described property does not represent the homestead of Carl Everett Prichard nor his spouse.
The above described property does not represent the homestead of Nancy Ruth Hill nor her spouse.

- Subject to:
1. The lien of Ad Valorem taxes for the year 2009 are a lien but neither due nor payable until 1 October, 2009.
 2. Municipal improvements assessments and fire district dues against subject property, if any.
 3. Title to all oil, gas and minerals within and underlying the premises, together with all oil and mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights.
 4. Building lines, right of ways, easements, restrictions, reservations and conditions, if any, as recorded in Map Book 00, Page 1.
 5. Subject to Covenants, conditions and restrictions (deleting therefrom, any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, family status or national origin) as set forth in the document recorded in Book 217, Page 360 in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD to the said grantee, his, her or their heirs and assigns forever.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said **GRANTEES**, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said **GRANTEES**, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, Grantors have hereunto set his/her/their hand(s) and seal(s), this 29 day of July, 2009 .


Carl Everett Prichard
by James P. Harris, att in fact (Seal)
Carl Everett Prichard, By: James P. Harris, Attorney in Fact
Nancy Ruth Hill
by James P. Harris, att in fact (Seal)
Nancy Ruth Hill, By: James P. Harris, Attorney in Fact

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that **Matthew Scott Cornelius an unmarried man, and Carol J. Cornelius, an unmarried woman, whose name is signed by James P. Harris, as Attorney in Fact**, to the foregoing conveyance and who is known to me, acknowledged before me this date that, being informed of the conveyance, he, in his capacity as such Attorney in Fact, and with full authority, executed the same voluntarily on the date the same bears date.
Given under my hand and seal on 29th, July, 2009.

[Signature]
Notary Public

My commission expires: 3-27-2010


20090730000291190 2/4 \$21.00
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Payoff Directive-Correction Agreement and Limited Power of Attorney

CERTIFIED TRUE AND CORRECT
Copy of Original 

Re: **Matthew Scott Cornelius and Carol J. Cornelius and Carl Everett Prichard and Nancy Ruth Hill**
Property Address: **434 18th Street, Calera, Alabama 35040**

We, the undersigned, hereby **DIRECT** Preferred Title Agency, Inc. to: Disburse payoff checks to any creditor, tax authority, or other entity required to in accordance with title commitments, closing instructions of mortgagee's, sales contracts, or as directed by any party entitled to require Preferred Title Agency, Inc. to disburse funds in accordance with instructions given.

Preferred Title Agency, Inc. may have been furnished information by you, or third parties, as to the accuracy of amounts necessary to close accounts and is relying on the accuracy of that information. Preferred Title Agency, Inc. shall hand deliver, send by express mail, wire funds as instructed, or as otherwise directed by you and at your expense. Unless specifically directed, Preferred Title Agency, Inc. reserves the right to disburse and deliver payoffs as is common and customary in the industry. Any dispute, shortage of payoff, shortage of tax payments, municipal assessments, lost funds, forgeries, thefts, or delay in transmitting funds caused by parties other than employees of Preferred Title Agency, Inc., shall be paid by you, or your agent, in accordance with the terms of your agreement with any mortgage holder, or creditor, and within 10 days of certification of a valid payoff.

WE FURTHER CERTIFY that we will forever hold harmless Preferred Title Agency, Inc., as to any recourse to the above, together with all costs including attorney fees:

CORRECTION AGREEMENT-LIMITED POWER OF ATTORNEY

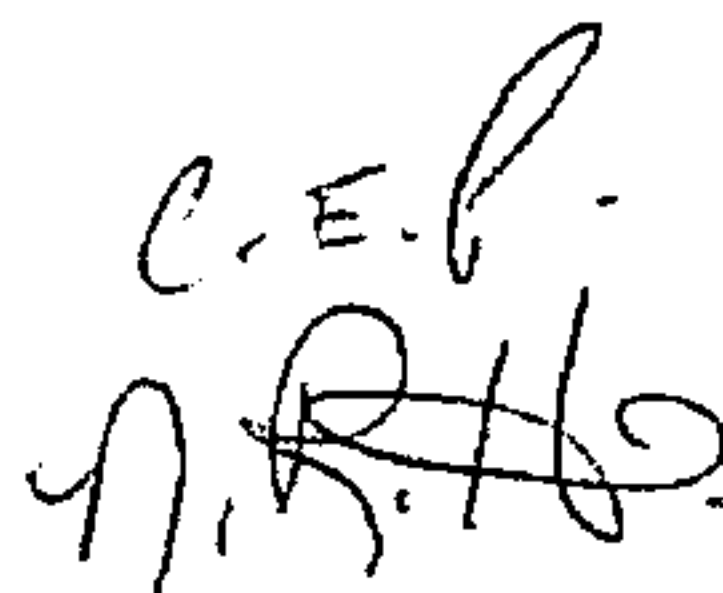
Each of the undersigned for and in consideration of New South Federal Savings Bank(herein the "Lender") funding the closing of the sale or loan transaction on the real property located at **434 18th Street, Calera, Alabama 35040** and in further consideration of Preferred Title Agency, Inc. acting as settlement agent and title insurer of the loan, agrees that if requested by the Lender or by Preferred Title Agency, Inc. to fully cooperate and adjust all typographical or clerical errors and inadvertent omissions of documentation discovered in any or all of the closing documentation presented at settlement.

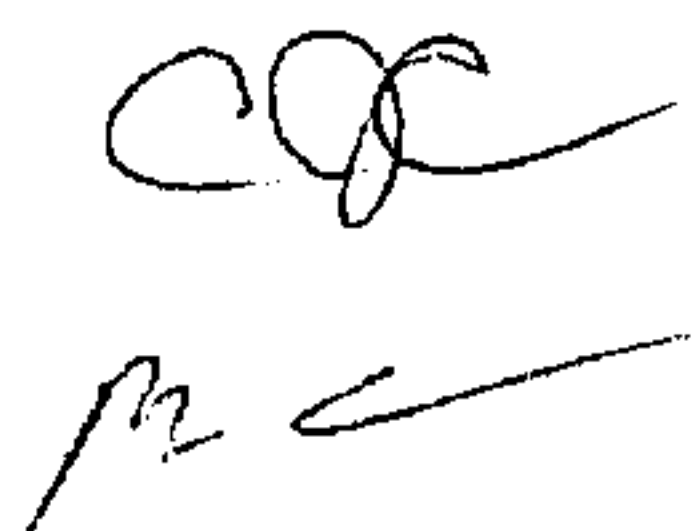
Examples of the omitted documentation that may be signed by Lender of Preferred Title Agency, Inc. include, but are not limited to, the following documents:

1. Errors and Omissions/Compliance Agreement of any Lender enabling said Lender to sell, convey, seek guaranty or market said loan to any entity, including, but not limited to, an investor, Federal National Mortgage Association (including Certification of buyer and seller that buyer has not been reimbursed any portion of cash down payment or closing costs and that seller has not made any loans to the buyer to finance the transaction and will not make any payments to buyer to reimburse buyer any portion of his down payment or closing costs), Federal Housing Authority, Department of Veterans Affairs, or any Municipal Bonding Authority
2. Address Verification Form
3. Signature/Name Affidavit
4. Limited Power of Attorney given to any employee of Preferred Title Agency, Inc. or the Lender set out herein, its successors or assigns, to make changes to the mortgages, deeds of trust, security instruments, manufactured home documents and title applications, note and other loan documents to conform to the intentions of the parties under the sales contract.
5. IRS Form W-9
6. IRS Form 4506 (request for Copy of Tax Returns)
7. Borrower's Property Affidavit and Indemnity Agreement to Lender, its successors or assigns, pertaining to survey, value of property as shown in appraisal, and wood infestation report
8. Present employment certification
9. Truth in Lending Disclosure Statement
10. Initial Escrow Account Disclosure Statement
11. Affidavit stating that there are no unpaid fire dues, homeowners' association dues, garbage fees, library fees, or municipal assessments against said property, but if there are any such fire dues, etc. that affiant will pay same. Affiant agrees to hold Lender, closing agent, and/or Preferred Title Agency, Inc. harmless.
12. Receipt of Privacy Statement
13. Attachment to Official Alabama Wood Infestation Inspection Report
14. I\We grant any employee of Preferred Title Agency, Inc. a Limited Power of Attorney to place my (our) signature(s) sign, initial, or correct any & all documents that are necessary for the closing of this loan transaction to include the Mortgage, Note, Deed, Deed of Trust, Truth in Lending, correct legal descriptions, all documents to apply for, or cancel, mobile and manufactured home titles, make demand on third parties for releases of Judgments, Mortgages, or other liens, execute right to cancel documents and any and all documents required in the transaction. The undersigned appoints any agent, or employee, of Preferred Title Agency, Inc. as attorney-in-fact to execute documents to correct any such errors and inadvertent omissions of documentation and place the undersigned's initials, or signature(s), on any document where changes are made or signatures were inadvertently omitted, or corrections necessary. Certified copies of this document, certified by any employee of Preferred Title Agency, Inc., shall be relied upon and carry the same authority as the original document. In the event this procedure is utilized, the parties involved shall be notified and receive a corrected copy of the corrected, or changed, document from the settlement agent named above.

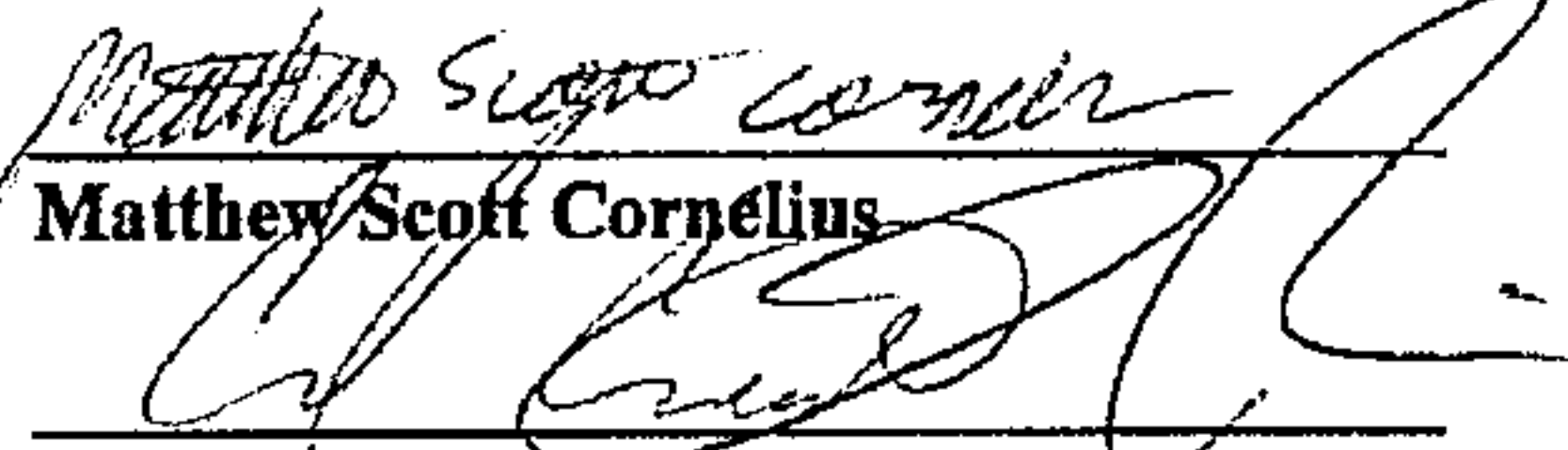




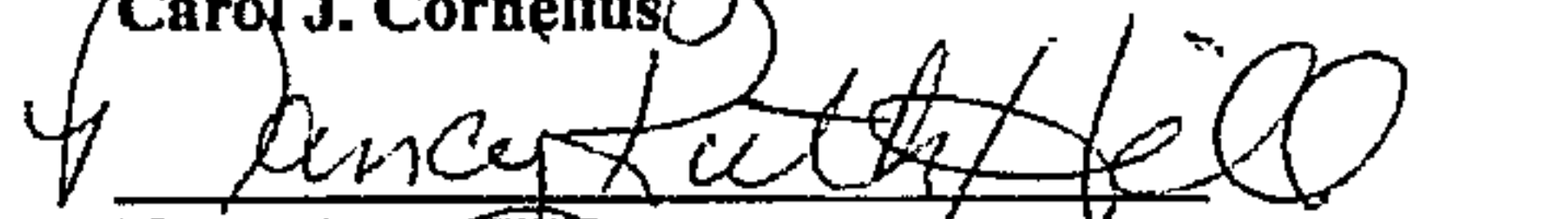
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C. E. P.
N. R. Hill

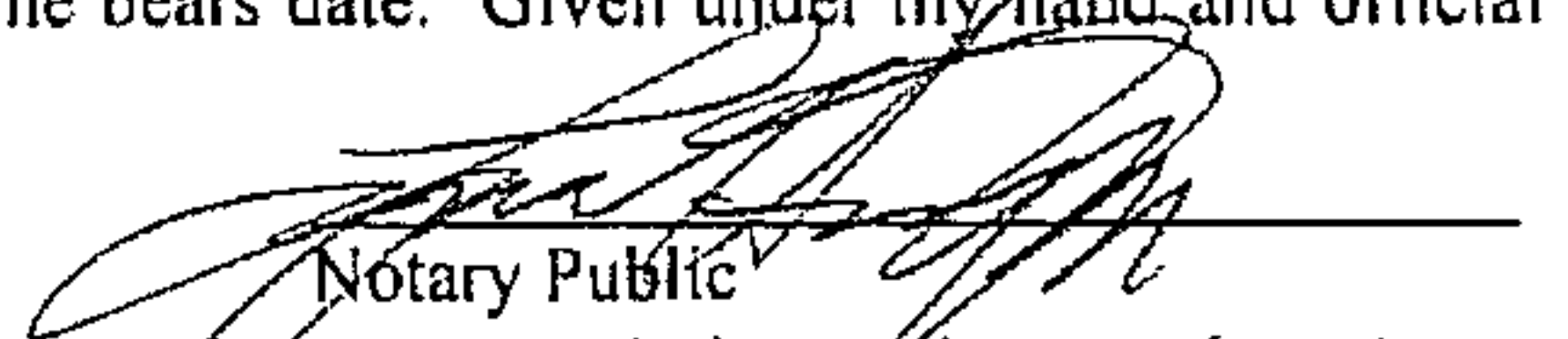

M. C.

Date: February 27, 2009


Matthew Scott Cornelius

Carl Everett Prichard


Carol J. Cornelius

Nancy Ruth Hill

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that **Matthew Scott Cornelius an unmarried man, and Carol J. Cornelius, an unmarried woman and Carl Everett Prichard, a married man and Nancy Ruth Hill, a married woman** whose name(s) is (are) signed to the foregoing Directive, Correction Agreement and Limited Power of Attorney, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, (s)he (they) executed the same voluntarily on the date the same bears date. Given under my hand and official seal on **February 27, 2009**.


Notary Public
My commission expires: 1-21-10



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