

20160216000047870
02/16/2016 08:57:26 AM
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Prepared by/Return to:
Linear Title and Closing, Ltd.
127 John Clarke Road
Middletown, RI 02842

Note to Clerk - Please index under:

Grantor(s):

Robert J. Hoffman and Melissa Hoffman

Grantee:

Amerisave Mortgage Corporation

Please Cross-Reference:

Deed of Trust: Dated July 16, 2015 and recorded
August 20, 2015 with Instrument number
20150820000289660 official records of the Shelby
County Judge of Probate.

Property of:

Robert J. Hoffman and Melissa Hoffman
1736 Oak Park Lane
Helena, AL 35080

ASV-407027

County of Newport
State of Rhode Island

Affidavit of Correction
Scrivener's Affidavit

Personally appeared before me, the undersigned attesting authority duly authorized by law to administer oaths, the undersigned affiant, who, being first duly sworn, deposes and upon oath says that this affidavit relates to the property of the owner designated in the caption hereof as the same is described fully, to-wit:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, CITY OF HELENA, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:

LOT 310, ACCORDING TO THE SURVEY OF THE WOODLANDS, SECTOR 3, AS RECORDED IN MAP BOOK 33, PAGE 141, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PARCEL ID #12-6-13-0-000-001-141

THIS BEING THE SAME PROPERTY CONVEYED TO ROBERT J. HOFFMAN AND MELISSA HOFFMAN, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP FROM DIAMOND HOMES, LLC IN A DEED DATED AUGUST 05, 2005 AND RECORDED AUGUST 10, 2005 AS INSTRUMENT NO. 20050810000409850.

Deponent makes the following statement under oath as being relevant and material to the ownership of said

property:

That the undersigned acted as scrivener for the Deed of Trust in connection with the land referenced above, that the undersigned has reviewed the file with respect to the said transaction, and that in connection with the said transaction the undersigned prepared the Deed of Trust.

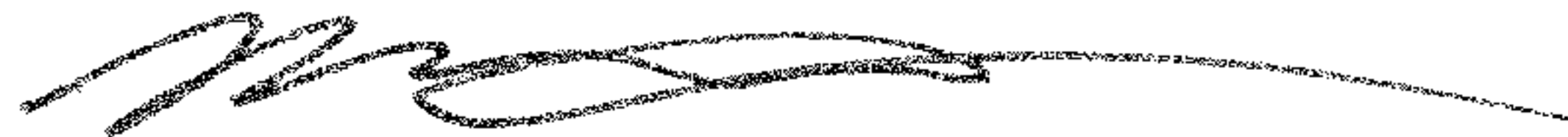
That there was an error of the scrivener in the Deed of Trust as follows:

1. The aforesaid by original recorded Mortgage dated July 16, 2015 and recorded August 20, 2015 with Instrument number 20150820000289660 was recorded with the error on page 1 of the PUD rider with the name of the Planned Unit Development incorrect. Therefore, the corrected page of the PUD, attached as Exhibit "A" is being recorded with this Scrivener's Affidavit to fix this recording and will be cross-referenced with the recorded subordination.
2. This affidavit corrects the error as it is attached.

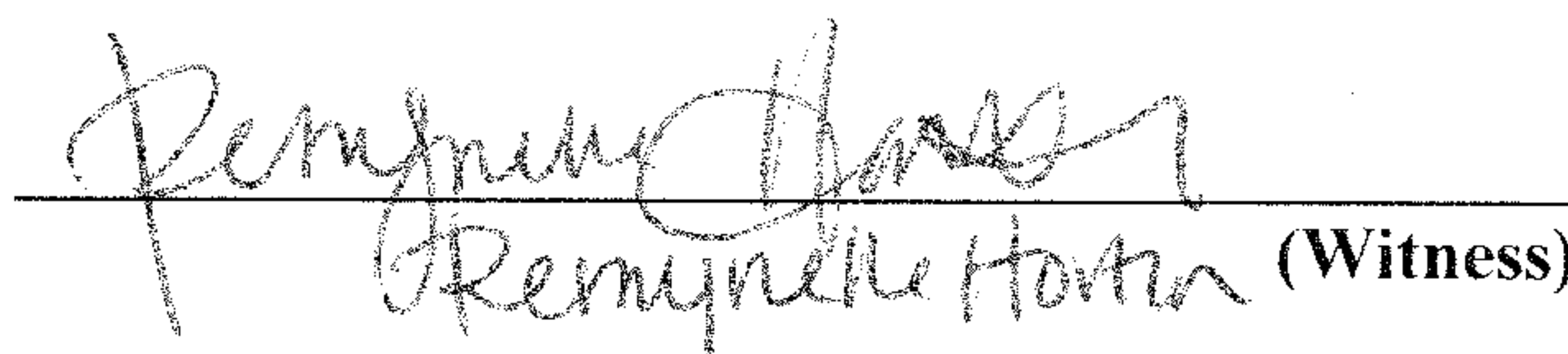
The undersigned understands that purchasers, lenders and title companies may rely on this affidavit with respect to the property described in the above referenced document.

Date:

2/16/16



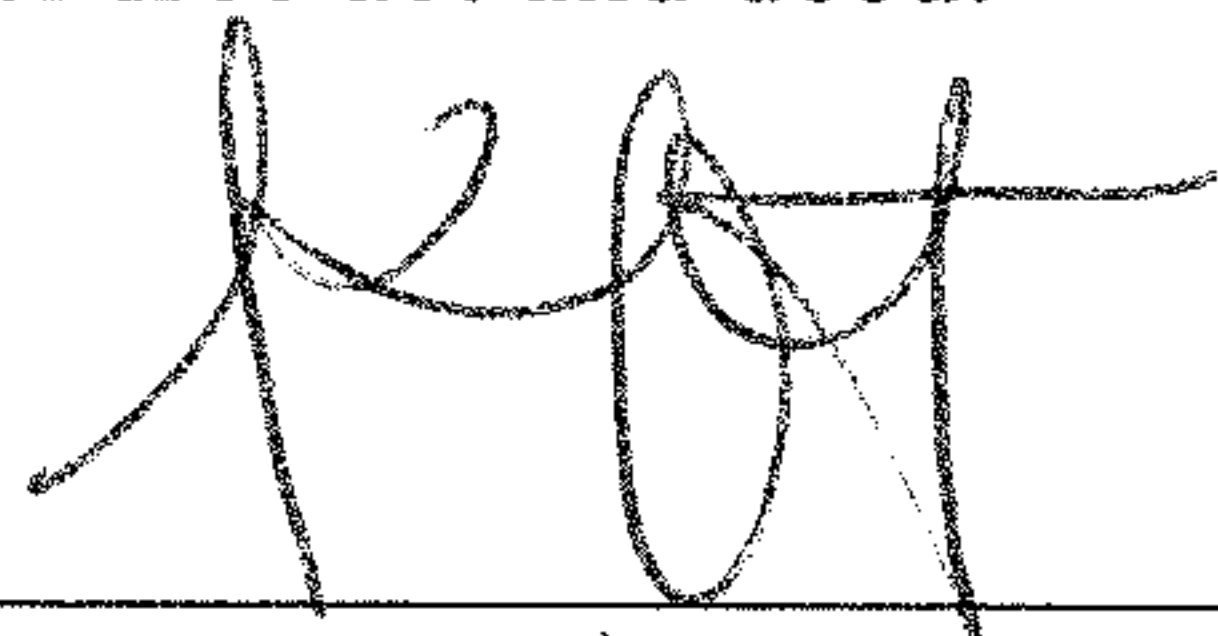
Michael Moorman (Affiant)



Remynele Horton (Witness)

**STATE OF RHODE ISLAND
COUNTY OF NEWPORT**

In Newport on the 16 day of February 2016^{KE} before me personally appeared Michael Moorman, to me known and known by me to be the person executing the foregoing instrument, and she acknowledged said instrument, by her executed, to be her free act and deed.



Notary Public: Katherine Fitzsimmons

My Commission Expires: 12/4/2016



Loan Number: 1159811

Exhibit "A"

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 16th day of JULY, 2015, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to AMERISAVE MORTGAGE CORPORATION, A GEORGIA CORPORATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
1736 OAK PARK LANE, HELENA, ALABAMA 35080

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD

(the "Declaration"). The Property is a part of a planned unit development known as

THE WOODLANDS

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
02/16/2016 08:57:26 AM
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[Signature]