

STATE OF ALABAMA

COUNTY OF TALLADEGA

**SCRIVENER'S AFFIDAVIT**

My name is Mark A. Rasco and I am an attorney licensed to practice law in the State of Alabama.

On or about June 7, 1994, I prepared and executed a foreclosure deed recorded at instrument number 1994 - 18744 conveying property to First Bank of Childersburg pursuant to a foreclosure sale on the mortgage executed in favor of said Bank by David Byers with said mortgage recorded at Mortgage Book 245, page 246 in the Office of the Judge of Probate of Shelby County, Alabama. This foreclosure deed contained a description of property being in Lot 11 according to the survey of Sandpiper Trail Subdivision, Sector 11. A copy of this instrument is attached hereto and incorporated herein.

Subsequent to the preparation, execution and recording of this foreclosure deed it came to my attention that this deed contained an error in regards which sector of Sandpiper Trail Subdivision that the property lies. This deed dated June 7, 1994 incorrectly states that the property lies in Sector 11 when in fact the property lies in Sector II. The purpose and intent of this affidavit is to confirm that a typographical error was made in the drafting of the foreclosure deed.



Mark A Rasco  
Inst # 1995-13999

05/30/1995-13999  
10:48 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
006 SNA 21.00

STATE OF ALABAMA

COUNTY OF TALLADEGA

I the undersigned authority a Notary Public in and for said County and State, hereby certify that Mark A. Rasco whose name is signed to the foregoing Scrivener's Affidavit and who is known to me, acknowledged before me on this day that being informed of the contents of said Affidavit executed the same voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 19<sup>th</sup> day of May, 1995.

Linda Stuart  
Notary Public

STATE OF ALABAMA  
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, that whereas, heretofore, on, to-wit: June 9, 1989, David P. Byers executed a certain mortgage on property hereinafter described to First Bank of Childersburg, which said mortgage is recorded at Mortgage Book 245, page 246 in the Office of the Judge of Probate of Shelby County, Alabama; and

Whereas, in and by said mortgage the mortgagee, was authorized and empowered in case of default in the payment of the indebtedness thereby secured, according to the terms thereof, to sell said property before the courthouse door in the City of Columbiana, Shelby County, Alabama, after giving notice of the time, place and terms of said sale in some news paper published in said City and County by publication once a week for three consecutive weeks prior to said sale at public outcry for cash, to the highest bidder, and said mortgage provided that in case of sale under the power and authority contained in the same, the mortgagee or any person conducting said sale for the mortgagee was authorized to execute title to the purchaser at said sale; and it was further provided in and by said mortgage that the mortgagee may bid at the sale and purchase said property if the highest bidder therefor; and

Whereas, default was made in the payment of the indebtedness secured by said mortgage, and the said First Bank of Childersburg did declare all of the indebtedness secured by said mortgage subject to foreclosure as therein provided and did give due and proper notice of the foreclosure of said mortgage by publication in the Shelby County Reporter, a newspaper of general circulation published in Shelby County, Alabama in its issues of May 4, May 11 and May 18, 1994; and

Whereas, on June 6, 1994, the day on which the foreclosure was due to be held under the terms of said notice between the legal hours of sale, said foreclosure was duly conducted and

06/10/1994-18744  
01:32 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
BGA NCB 17.00

*Gains, Gains*

Amount \$ \_\_\_\_\_  
From \_\_\_\_\_  
Versus \_\_\_\_\_  
Atty: \_\_\_\_\_  
Type of lien \_\_\_\_\_ Case No. \_\_\_\_\_  
Date \_\_\_\_\_ Vol. \_\_\_\_\_ Pg. \_\_\_\_\_  
Amount \$ \_\_\_\_\_  
From \_\_\_\_\_  
Versus \_\_\_\_\_  
Atty: \_\_\_\_\_

Amount \$ \_\_\_\_\_  
From \_\_\_\_\_  
Versus \_\_\_\_\_  
Atty: \_\_\_\_\_  
Type of lien \_\_\_\_\_ Case No. \_\_\_\_\_  
Date \_\_\_\_\_ Vol. \_\_\_\_\_ Pg. \_\_\_\_\_  
Amount \$ \_\_\_\_\_  
From \_\_\_\_\_  
Versus \_\_\_\_\_  
Atty: \_\_\_\_\_

By: NASON

Date 2-11-94 Records thru 3-9-94

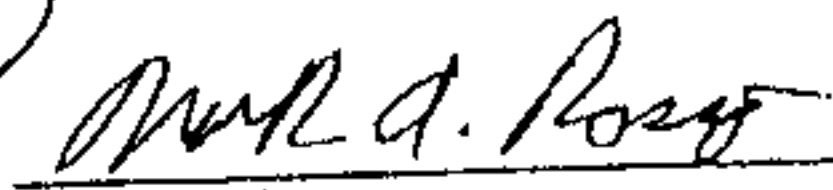
did offer for sale and sell at public outcry in front of the courthouse door in Shelby County, Alabama, the property hereinafter described; and

Whereas, Mark A. Rasco was the auctioneer who conducted said foreclosure sale and was the person conducting the sale for the said mortgagee and whereas the said mortgagee was the highest bidder and best bidder, in the amount of \$32,926.45 on the indebtedness secured by said mortgage, the said mortgagee by and through Mark A. Rasco, as auctioneer conducting said sale, and as Attorney-In-Fact for First Bank of Childersburg and by and through Mark A. Rasco, as auctioneer conducting said sale, does hereby grant, bargain, sell and convey unto First Bank of Childersburg the following described property situated in Shelby County, Alabama.

Lot 11 according to the survey of Sandpiper Trail Subdivision, Sector 11, as recorded in Map Book 12, pages 44, 45, 46 and 47 in the probate office of Shelby County, Alabama; being situated in Shelby County, Alabama.

TO HAVE AND TO HOLD, the above described property unto First Bank of Childersburg its successors and assigns forever; subject, however, to the statutory rights of redemption from said foreclosure sale on the part of those entitled to redeem as provided by the laws in the State of Alabama.

IN WITNESS WHEREOF, First Bank of Childersburg has caused this instrument to be executed by and through Mark A. Rasco as auctioneer conducting said sale and as Attorney-In-Fact for all parties separately, and Mark A. Rasco, as auctioneer conducting said sale and as Attorney-In-Fact and Mark A. Rasco as auctioneer conducting said sale has hereunto set his hand and seal on this the 7th day of June, 1994.

  
Mark A. Rasco  
As Auctioneer and  
Attorney in Fact

Amount \$ _____	Amount \$ _____
From _____	From _____
Versus _____	Versus _____
Atty: _____	Atty: _____
Type of lien _____ Case No. _____	Type of lien _____ Case No. _____
Date _____ Vol. _____ Pg. _____	Date _____ Vol. _____ Pg. _____
Amount \$ _____	Amount \$ _____
From _____	From _____
Versus _____	Versus _____
Atty: _____	Atty: _____
By: <u>NASON</u>	Date <u>3-11-94</u> Records thru <u>3-9-94</u>

Mark A. Rasco

Mark A. Rasco  
As Auctioneer conducting  
said sale

STATE OF ALABAMA

TALLADEGA COUNTY

I, Linda Stuart, a Notary Public in and for said County, in said State, hereby certify that Mark A. Rasco whose name as Auctioneer and Attorney-in-Fact for First Bank of Childersburg and as Auctioneer conducting said sale, 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 in his capacity as Auctioneer and Attorney in Fact and with full authority executed the same voluntarily on the day the same bears date, as the action of himself as Auctioneer and the person conducting the same for First Bank of Childersburg for and as the act of said mortgagee.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 24 day of June, 1994.

Linda Stuart  
Notary Public

Amount \$ \_\_\_\_\_  
From \_\_\_\_\_  
Versus \_\_\_\_\_  
Atty: \_\_\_\_\_

Type of lien \_\_\_\_\_ Case No. \_\_\_\_\_  
Date \_\_\_\_\_ Vol. \_\_\_\_\_ Pg. \_\_\_\_\_

Amount \$ \_\_\_\_\_  
From \_\_\_\_\_  
Versus \_\_\_\_\_  
Atty: \_\_\_\_\_

By: NASON

Amount \$ \_\_\_\_\_  
From \_\_\_\_\_  
Versus \_\_\_\_\_  
Atty: \_\_\_\_\_

Type of lien \_\_\_\_\_ Case No. \_\_\_\_\_  
Date \_\_\_\_\_ Vol. \_\_\_\_\_ Pg. \_\_\_\_\_

Amount \$ \_\_\_\_\_  
From \_\_\_\_\_  
Versus \_\_\_\_\_  
Atty: \_\_\_\_\_

Date 3-11-94 Records thru 3-9-94

# STATE OF ALABAMA SHELBY COUNTY

Personally appeared before me, Judge of Probate, in and for said county, Kim N. Price, who being duly sworn according to law deposes and says that he is Publisher of the **SHELBY COUNTY REPORTER**, a newspaper published in said county, and that publication of a certain notice, a true copy of which is hereto affixed, has been made in said newspaper 3 weeks consecutively, to-wit in issues thereof dated as follows: May 4, 11, 18, 1994

## LEGAL NOTICE MORTGAGE FORECLOSURE SALE

Whereas, default having been made in the payment of the indebtedness secured by that certain mortgage dated June 8, 1989 by David F. Byers to First Bank of Chilesburg as mortgagee and which mortgage is recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Mortgage Record Volume 245, page 345 and; said default continuing, the undersigned mortgagee and owner of said mortgage has elected to declare the entire indebtedness secured by said mortgage due and payable as provided for therein; notice is hereby given in accordance with the power of sale contained in said mortgage and pursuant to law that the undersigned Mark A. Rasco will sell at public outcry and to the highest bidder for cash, in front of the Courthouse door of Shelby County, Alabama, between legal hours of sale on June 8, 1994, the following described real property lying and being in Shelby County, Alabama, to-wit:

Lot 11 according to the survey of Sandpiper Trail Subdivision, Block 11, as recorded in Map Book 12, pages 44, 45, 46, and 47 in the probate office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Said sale is to be made for the purpose of paying the debt on the mortgage and all costs and expenses of foreclosure on same; as provided for in said mortgage and the proceeds of said sale will be applied as directed by and in said mortgage.

This the 28th day of April, 1994.  
First Bank of Chilesburg  
Mortgagee

Mark A. Rasco,  
Attorney for Mortgagee  
Gaines Gaines Gaines & Rasco,  
P.C.  
P. O. Box 278  
Tombago, Alabama 36160  
May 8, 12, 15, 1994 73418

Inst # 1995-13999  
05/30/1995-13999  
10:48 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
006 SNA 21.00

Kim N. Price, Publisher  
subscribed and sworn before me, this 19th day of  
May, 1994.  
THOMAS A. SNOWDEN, JR., Judge of Probate

Inst # 1994-18744  
06/10/1994-18744  
01:32 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 MCB 17.00

Amount \$ \_\_\_\_\_  
From \_\_\_\_\_  
Versus \_\_\_\_\_  
Atty: \_\_\_\_\_  
Type of lien \_\_\_\_\_ Case No. \_\_\_\_\_  
Date \_\_\_\_\_ Vol. \_\_\_\_\_ Pg. \_\_\_\_\_  
Amount \$ \_\_\_\_\_  
From \_\_\_\_\_  
Versus \_\_\_\_\_  
Atty: \_\_\_\_\_

Amount \$ \_\_\_\_\_  
From \_\_\_\_\_  
Versus \_\_\_\_\_  
Atty: \_\_\_\_\_  
Type of lien \_\_\_\_\_ Case No. \_\_\_\_\_  
Date \_\_\_\_\_ Vol. \_\_\_\_\_ Pg. \_\_\_\_\_  
Amount \$ \_\_\_\_\_  
From \_\_\_\_\_  
Versus \_\_\_\_\_  
Atty: \_\_\_\_\_

Date 3-11-94 Records thru 3-9-94  
5-9-95

ALASON