

THIS DOCUMENT IS A CORRECTION TO THAT INSTRUMENT #2000-22318  
RECORDED JULY 5, 2000, CAPTIONED "WARRANTY DEED AND WAIVER OF RIGHT  
OF REDEMPTION". THIS CORRECTED DOCUMENT VOIDS THAT INSTRUMENT  
STATE OF ALABAMA ) #2000-22318 recorded July 5, 2000.  
JEFFERSON COUNTY )

**CORRECTED**

**WAIVER AND RELEASE OF RIGHT TO REDEEM REAL PROPERTY  
AND INDEMNIFICATION AGREEMENT**

**WHEREAS**, on or about March 31, 1997, Mark Hall executed a real estate mortgage which was recorded with the Shelby County Judge of Probate as Instrument # 1997- 10311 (the "Mortgage") in favor of CitiFinancial Corporation, formerly known as Commercial Credit of Alabama, Inc. with respect to real property legally described as follows:

And as shown on the right of way map of Project No. STPAA-458 (1) of record in the Alabama Department of Transportation, a copy of which is also deposited in the Office of the Judge of Probate of Shelby County, Alabama as an aid to persons and entities interested therein and as shown on the property plat attached hereto and made a part hereof:

A part of the NE ¼ of the NW ¼, Section 11, Township 21 South, Range 3 West, identified as Tract No. 35, Project No. STPAA-458 (1), Shelby County, Alabama, and being more fully described as follows:

Commence at the southeast corner of said NE ¼ of NW ¼; thence north along the east line of said NE ¼ of NW ¼, a distance of 165 feet, more or less, to the present southwest right of way line of CSX Railroad; thence northwesterly along said right of way line a distance of 360 feet, more or less, to the south property line and the point of beginning of the property herein to be conveyed; thence continue northwesterly along said right of way line a distance of 231 feet, more or less, to the present east right of way line of Alabama Highway 119; thence southerly along said east right of way line a distance of 161 feet, more or less, to the south property line; thence east along said south property line a distance of 149 feet, more or less, to the point of beginning. Containing 0.278 acre, more or less.

**WHEREAS**, on or about January 8, 1998, Mark Hall executed a real estate mortgage which was recorded with the Shelby County Judge of Probate as Instrument # 1998- 01719 (the "Second Mortgage") in favor of Central State Bank with respect to the above described real property;

**WHEREAS**, Mark Hall defaulted under the terms of the Mortgage held by CitiFinancial Corporation, formerly known as Commercial Credit of Alabama, Inc. and on or about October 19, 1999, CitiFinancial Corporation, formerly known as Commercial Credit of Alabama, Inc. foreclosed on the Property (the "Foreclosure") as evidenced by that certain Foreclosure Deed recorded with the Shelby County Judge of Probate as Instrument # 1999-44774 ("Foreclosure Deed");

**WHEREAS**, Mark Hall defaulted under the terms of the Mortgage held by Central State Bank and on or about October 19, 1999, Central State Bank foreclosed on the Property (the "Second Foreclosure");

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07/17/2001-29509  
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SHELBY COUNTY JUDGE OF PROBATE  
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**WHEREAS**, Mark Hall has a one-year statutory right of redemption pursuant to Alabama Code § 6-5-248 which permits Mark Hall to redeem the Property from said Mortgage foreclosure, provided he complies with applicable law relating to such redemption;

**WHEREAS**, Mark Hall desires to waive and release the one year statutory right to redeem the Property and to indemnify and hold CitiFinancial Corporation, formerly known as Commercial Credit of Alabama, Inc. harmless for any and all claims arising in connection with respect to said right of redemption waiver, the Foreclosure or claims relating thereto;

**NOW, THEREFORE**, in consideration of these and other good and valuable considerations, the sufficiency of which is hereby acknowledged, CitiFinancial Corporation, formerly known as Commercial Credit of Alabama, Inc., Central State Bank, and Mark Hall agree to the following:

1. Mark Hall hereby states, confirms, and acknowledges that he has no intent of redeeming the Property from the Foreclosure and therefore, hereby waives and releases unto CitiFinancial Corporation, formerly known as Commercial Credit of Alabama, Inc. his one year statutory right of redemption existing under Alabama law and arising and existing as a result of the Foreclosure of the Property by CitiFinancial Corporation, formerly known as Commercial Credit of Alabama, Inc. on or about October 19, 1999 as evidenced by the Foreclosure Deed or the foreclosure of Central State Bank.

2. Mark Hall agrees to indemnify and hold CitiFinancial Corporation, formerly known as Commercial Credit of Alabama, Inc. and Central State Bank harmless from any loss, or damage, including but not limited to reasonable attorney's fees, which may be incurred by CitiFinancial Corporation or Central, formerly known as Commercial Credit of Alabama, Inc. or Central State Bank arising from any claim, demand, or cause of action related to Mark Hall's waiver of his right of redemption, the redemption of the Property by Central State Bank or CitiFinancial Corporation, formerly known as Commercial Credit of Alabama, Inc., or any other claims arising out of the Mortgage, the Foreclosure, or any other claim relating directly or indirectly to the Property.

3. Mark Hall agrees to execute any further documents reasonably necessary or desirable to effectuate the intent of this Agreement.

4. Mark Hall hereby represents and warrants that he has not previously assigned or released his statutory right of redemption relating to said Foreclosure, or sold or transferred any of his rights or interests in the Property (other than those of record in the Office of the Judge of Probate in Shelby County).

5. The Provisions of this Waiver and Release of Right of Redemption and Indemnification Agreement may not be modified or terminated orally, shall be binding upon the heirs, successors and assigns of Mark Hall, and upon any successor owner or

upon the heirs, successors and assigns of Mark Hall, and upon any successor owner or transferee of the Property and shall inure to the benefit of Central State Bank or CitiFinancial Corporation, formerly known as Commercial Credit of Alabama, Inc. and their successors and assigns.

6. This document shall in all respects be governed by and construed in accordance with the laws of the State of Alabama.

IN WITNESS WHEREOF, the undersigned, Mark Hall has executed this Waiver and Release of Right of Redemption and Indemnification Agreement on this 11 day of May, 2000.



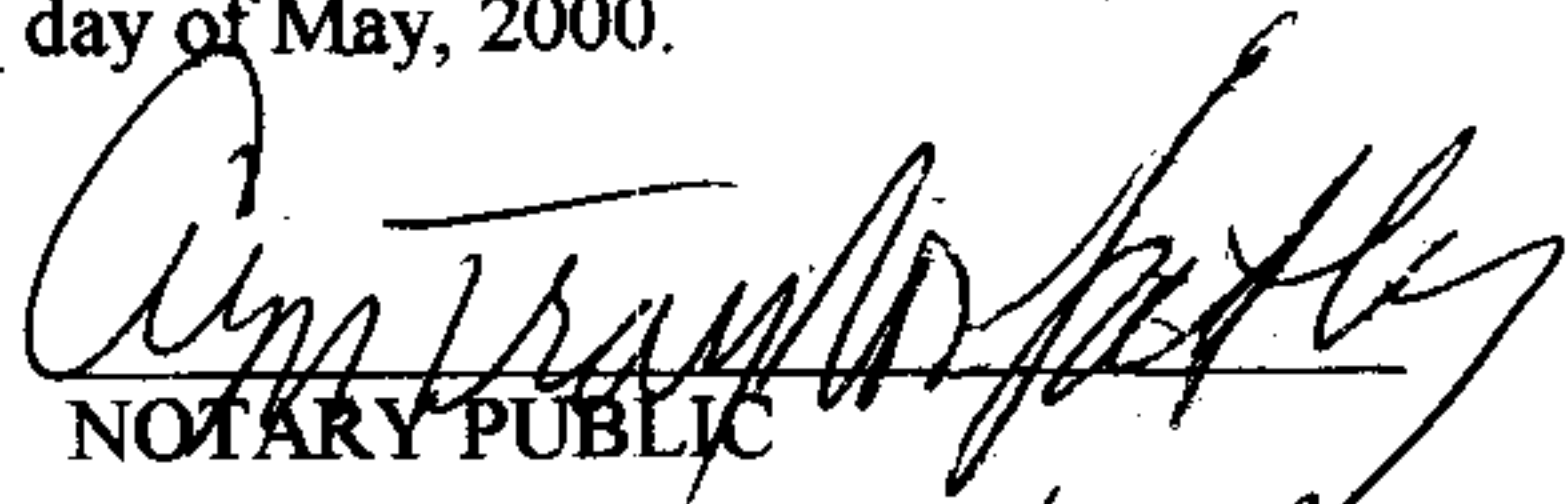
MARK HALL

#### ACKNOWLEDGEMENT

STATE OF ALABAMA     )  
JEFFERSON COUNTY    )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that MARK HALL whose name is signed to the foregoing instrument and who is known to me, acknowledges before me on this day that, being informed of the contents of the said instrument, he executed the same voluntarily.

GIVEN under my hand and seal this 11 day of May, 2000.

  
NOTARY PUBLIC

My Commission Expires: 9/02/00

Inst # 2001-29509

07/17/2001-29509  
08:57 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
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