

THE STATE OF ALABAMA)

COUNTY OF JEFFERSON)

AFFIDAVIT EVIDENCING SCRIVENER'S ERROR

Before me, the undersigned Notary Public, personally appeared Richard W. Theibert, Esquire, who being duly sworn deposes and says as follows:

My name is Richard W. Theibert, Esquire and I was the preparer of that certain General Warranty Deed recorded in the Office of the Judge of Probate of Shelby County, Alabama in Instrument No. 1999-29230, from Terry M. Habshey, a married man to Grace Christian Church.

The undersigned has examined the deed and finds that at the time the deed was prepared, the following language was included as a part of the deed:

“\$250,000.00 of the purchase price recited above was paid from the proceeds of a purchase money mortgage executed simultaneously with delivery of this deed.”

The mortgage was not a purchase money mortgage to the Grantor, Terry M. Habshey, but to a third party, Board of Church Extension of Disciples of Christ. Therefore, the Grantor has requested that this language be corrected to read as follows:

\$250,000.00 of the purchase price recited above was paid from the proceeds of a mortgage loan closed simultaneously with delivery of this deed.

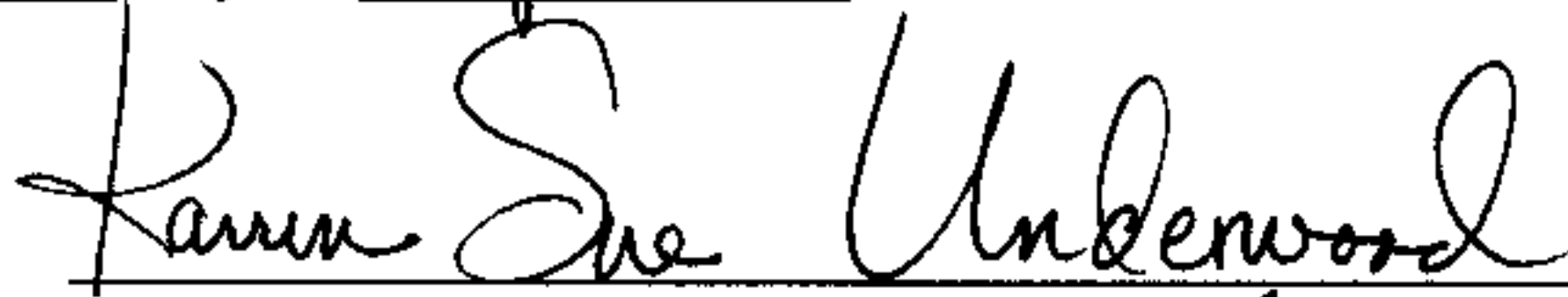
This Affidavit is made for the purpose of duly acknowledging the scrivener's error in the drafting of said deed filed in the Office of the Judge of Probate of Shelby County, Alabama in Instrument No. 1999-29320 and to clarify that there was not a purchase money mortgage to Terry M. Habshey.

FURTHER, Affiant saith not.



Richard W. Theibert

Sworn to and subscribed before me this 1st day of April, 2002.



Notary Public MY COMMISSION EXPIRES 6-23-04

THIS INSTRUMENT WAS PREPARED BY: Richard W. Theibert, Attorney
Najjar Denaburg, P.C., 2125 Morris Avenue, Birmingham, AL 35203

04/04/2002-15782
12:58 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 MEL 11.00

Inst # 2002-15782