

Loan # 4674988791

## AFFIDAVIT OF SCRIVENER'S ERROR

NOW COMES affiant SHARYN LABBY, Final Docs Manager of Quicken Loans, Inc. and states under oath as follows:

1. That this affidavit relates to the following described property:

Land situated in the County of Shelby, State of Alabama described as follows:

See attached Exhibit "A" – Legal Description

Commonly known as: 200 Nottingham Drive, Calera, Al 35040

- 2. That Affiant is the Final Docs Manager of Quicken Loans, Inc.
  - 3. That a Mortgage by and between Meredith K. Currie and Jeremy S. Currie in Document # 20050509000220000 on May 9, 2005 encumbering the property described in the above legal description.
- 4. That the mortgage was recorded without the Planned Unit Development Rider and the Planned Unit Development Rider box checked.
- 5. That the purpose of this Affidavit is to add the Planned Unit Development Rider and check the Planned Unit Development Rider box on page 2.
- 6. That except as expressly modified by this Affidavit, all of the terms and conditions of said Mortgage will remain in full force and effect.

Further, Affiant sayeth not.

Dated: June 13, 2005

QUICKEN LOANS, INC.

20555 VICTOR PARKWAY

LIVONIA, MI 48152

SHARYN LABBY

ITS: FINAL DOCS MANAGER

STATE OF MICHIGAN

COUNTY OF WAYNE

On June 13, 2005 before me personally appeared SHARYN LABBY, Final Docs Manager of QUICKEN LOANS, INC. to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

AMANDA STIEBER
NOTARY PUBLIC MACOMB CO., MI
MY COMMISSION EXPIRES Sep 2, 2007
ACTING IN WAYNE COUNTY, MI

Prepared by and return to:

Stephanie Julian Quicken Loans, Inc., 20555 Victor Parkway, Livonia, MI 48152

EXhibit A

20050615000293290 2/5 \$23.00 Shelby Cnty Judge of Probate, AL 06/15/2005 11:06:35AM FILED/CERT

Commitment Number: 1253675

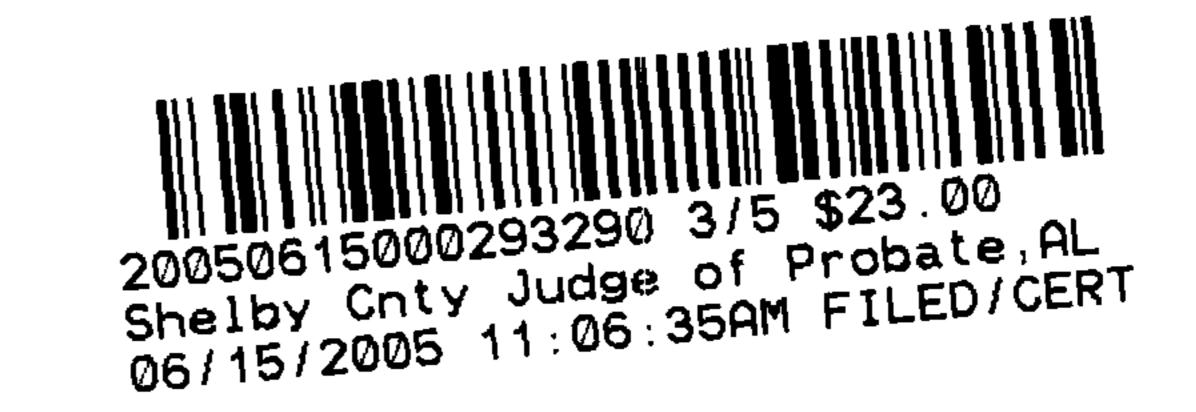
## PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

The following described Real Estate, lying and being in the County of Shelby, State of Alabama, to wit: Lot 40, according to a Resurvey of Lots 36, 37, 38 and 40 of Final Plat of Nottingham Phase I, as recorded in Map Book 29, Page 35, in the Probate Office of Shelby County, Alabama.

Parcel/Tax I.D. #: 28-3-05-0-003-001.000

Commonly known as: 200 Nottingham Drive, Calera, AL 35040



MERS MIN: 100039046749887911

4674988791P

## PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this

28th

day of.

April, 2005, 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 Quicken Loans Inc.

(the

"Lender") of the same date and covering the Property described in the Security Instrument and located at:

200 Nottingham Drive
Calera. AL 35040

[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 CC & R'S as amended from time to time

(the "Declaration"). The Property is a part of a planned unit development known as Nottingham Phase 1

## [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.

MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

599084309

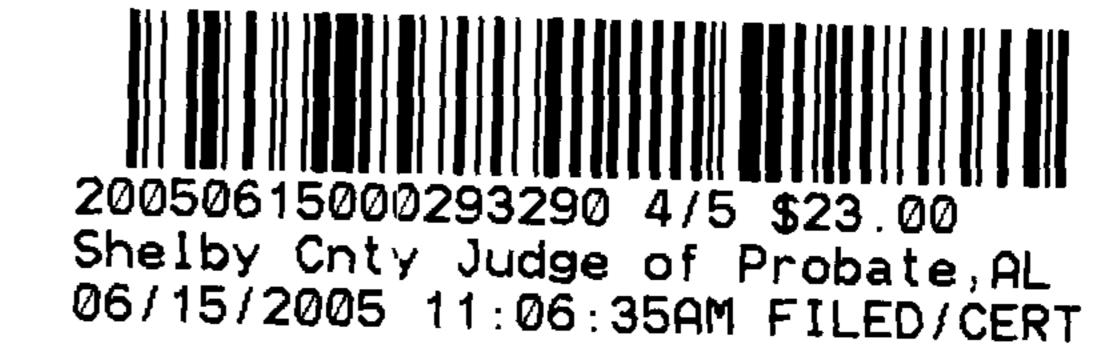
Page 1 of 3

Form 3150 1/01

7R (0008)

VMP MORTGAGE FORMS - (800)521-7291

Initials:



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 which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

Page 2 of 3

Form 3150 3/99





to the terminal provisions, contained in this PUD	BY SIGNISTIPE Personner accepts and agree
	Rider.  O4/28/2005 (Seal)  Meredith K. Currie -Borrower
(Seal) -Borrower	(Seal) -Borrower
(Seal) -Borrower	(Seal) -Borrower
(Seal) -Borrower	(Seal) -Borrower