


Note to Recorder: This Corrective Deed is being recorded to correct the legal description of the property conveyed by that certain Warranty Deed recorded as Instrument No. 20040908000499680.


20080415000153210 1/3 \$18.00
Shelby Cnty Judge of Probate, AL
04/15/2008 12:19:31PM FILED/CERT

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

CORRECTIVE WARRANTY DEED

Send Tax Bills To:

Brian V. Marvin
655 Mountain View Lane
Columbiana, Alabama 35051

This Instrument Prepared by:

Guy V. Martin, Jr.
Martin, Rawson, & Woosley, P.C.
#2 Metroplex Drive, Suite 102
Birmingham, Alabama 35209

THIS INDENTURE, executed this 9th day of APRIL, 2008, by DONALD B. HOFFMANN and wife, BONNIE L. HOFFMANN ("Grantors") in favor of BRIAN V. MARVIN ("Grantee") (the words "Grantors" and "Grantee" to include their respective legal representatives, successors and assigns where the context requires or permits);

W I T N E S S E T H:

That Grantors, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, have granted, bargained, sold, aliened, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, convey and confirm unto said Grantee, all that tract or parcel of land as described in Exhibit A attached hereto and incorporated herein by this reference, lying and being located in Shelby County, Alabama, together with all and singular the buildings, streets, alleys, passages, ways, waters, watercourses, rights, liberties, privileges, improvements, hereditaments, easements and appurtenances whatsoever, thereunto belonging or in any wise appertaining, and the reversions and remainders thereof (collectively, the "Property").

Grantors certify that the subject property is not the homestead of either Grantor.

Grantors confirm that DONALD B. HOFFMAN and DONALD B. HOFFMANN are one and the same, and that BONNIE L. HOFFMAN and BONNIE L. HOFFMANN are one and the same.

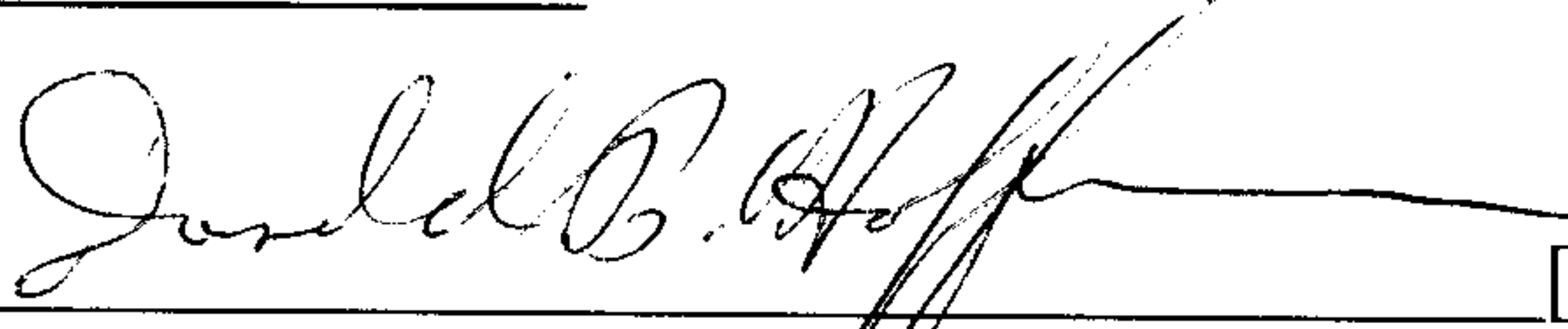
TO HAVE AND TO HOLD to the said Grantee, his heirs, executors, administrators, successors and assigns. And Grantors do for themselves, and for their heirs, executors, administrators, successors and assigns of Grantors, covenant with the said Grantee, his heirs, executors, administrators, successors and assigns, that Grantors are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above, that Grantors have a good right to sell and convey the same as aforesaid; that Grantors will and their heirs, executors, administrators, successors and assigns of Grantors shall warrant and defend the same to the said Grantee, his heirs, executors, administrators, successors and assigns forever, against the lawful claims of all persons.

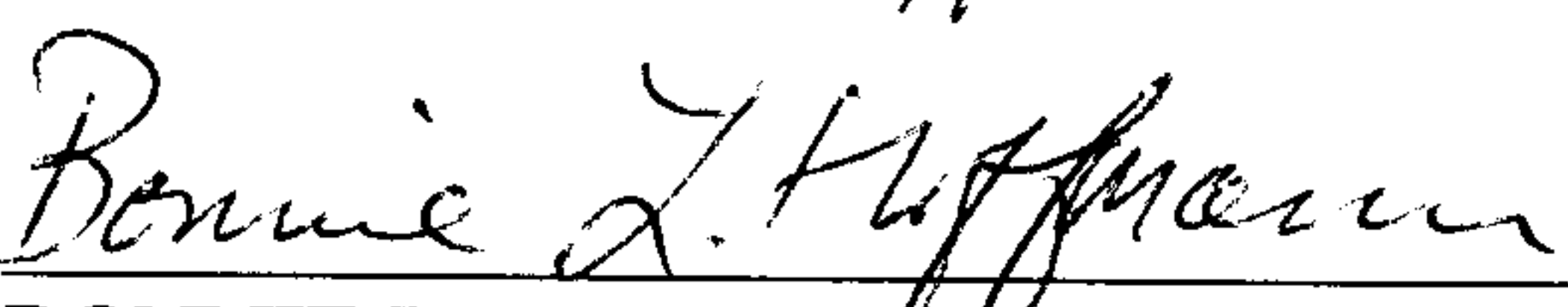
This Corrective Deed is being recorded to correct the legal description of the property contained in that certain Warranty Deed, recorded September 8, 2004, as Instrument No. 20040908000499680, in the Probate Office of Shelby County, Alabama (the "Jordan deed"), to reflect the intention of the parties. Five

acres of property, on which a barn is located, were inadvertently omitted from the legal description of the land conveyed by the Jordan deed. Grantee recognizes that while this is a corrective deed, Grantors' covenant of title with respect to the five acres is dependent upon successful resolution of such legal proceedings as Grantee may file to reform the Jordan deed.

IN WITNESS WHEREOF, Grantors have signed, sealed and delivered this Warranty Deed, on the day and year first above written.

"GRANTORS:"

 [SEAL]
DONALD B. HOFFMANN

 [SEAL]
BONNIE L. HOFFMANN

COMMONWEALTH OF VIRGINIA)
 :
COUNTY OF CHARLOTTE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that DONALD B. HOFFMANN and wife, BONNIE L. HOFFMANN, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9th day of APRIL, 2008.



Notary Public
My Commission Expires: 6-30-2008

EXHIBIT A

Lot 1-B, according to the Jordan Resurvey of Lot 1 of Bosshart Resurvey of Parcel "L" Tract Nine Subdivision, said Resurvey recorded in Map Book 29, Page 40, in the Office of the Judge of Probate of Shelby County, Alabama.

ALSO AND TOGETHER with and subject to:

A 30 foot wide private non-exclusive ingress and egress easement across the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 22, Township 20 South, Range 1 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Southeast corner of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 22, Township 20 South, Range 1 West, said point being the Southeast corner of aforementioned Lot 1 of said Bosshart Resurvey of Parcel "L" – Tract Nine Subdivision, Map Book 13, Page 60, Shelby County, Alabama; thence run Northerly along the East line of said $\frac{1}{4}$ $\frac{1}{4}$ section for 15.00 feet to the Point of beginning of the centerline of a 30 foot wide private ingress-egress easement; thence $64^{\circ}20'15''$ left and run Northwesterly for 464.98 feet to a point; thence $36^{\circ}35'43''$ right and run Northwesterly for 99.48 feet to a point; thence $19^{\circ}36'00''$ right and run Northwesterly for 92.32 feet to a point; thence $29^{\circ}05'20''$ right and run Northeasterly for 91.34 feet to a point; thence $05^{\circ}00'50''$ right and run Northeasterly for 84.50 feet to a point; thence $13^{\circ}12'20''$ left and run Northeasterly for 51.13 feet to a point; thence $03^{\circ}03'25''$ left and run Northeasterly for 50.35 feet to a point on the South line of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 22, Township 20 South, Range 1 West, said point being the End of said easement.