


COMMONWEALTH OF VIRGINIA)
 :
COUNTY OF CHARLOTTE)


20080415000153220 1/3 \$17.00
Shelby Cnty Judge of Probate, AL
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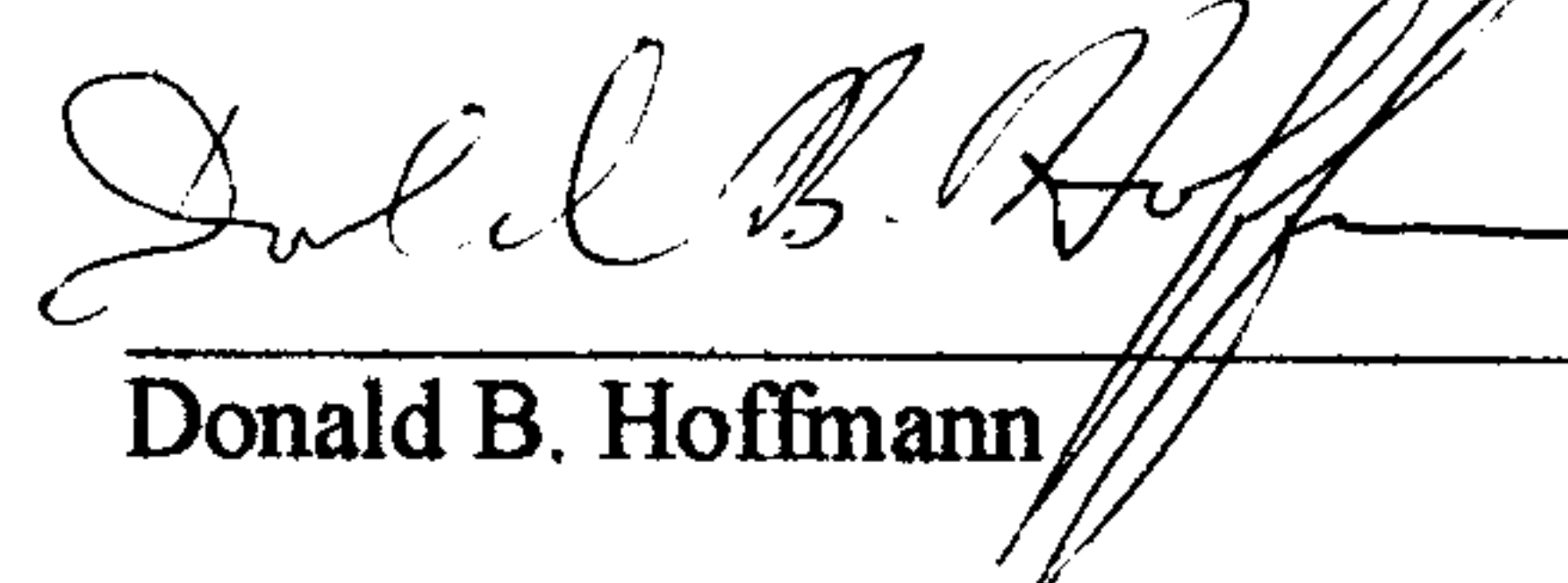
BEFORE ME, the undersigned Notary Public in and for said County in said Commonwealth, personally appeared DONALD B. HOFFMANN, who being by me first duly sworn, did depose and say as follows:

1. My name is Donald B. Hoffmann. My wife, Bonnie L. Hoffmann, and I reside at 400 Plantation Lane, Red Oak, Virginia 23964. I am competent to make this affidavit and the facts set forth herein are within my personal knowledge and are true and correct.
2. In or about July of 2003, I learned of some property for sale in Shelby County, Alabama. The real estate broker who showed me the property told me that the property consisted of 15 acres on which a residence, pool, ponds, and a five-stall barn were located. The broker's description of the property was consistent with the newspaper advertising for the property and the multiple listing service listing ("MLS") for the property. A true and correct copy of the MLS listing is attached to this affidavit as Exhibit 1. When we (meaning my wife and I) were shown the property, we were shown the entire 15 acres, including the barn.
3. On July 19, 2003, my wife and I entered into a contract to purchase the 15 acres from the owners, A. D. Jordan and wife, Jean F. Jordan (the "Jordans"). A true and correct copy of such contract is attached to this affidavit as Exhibit 2. My wife and I negotiated with the Jordans concerning the purchase, including the condition of the barn and the area around the barn, and asked the Jordans to clean up the barn and the area next to the barn. The Jordans agreed to do that, and we added a provision to the contract, consisting of paragraph 35 of the same, which required the Jordans to "clean out barn and next to barn debris". The Jordans completed most of that work prior to our closing, and the remainder just after closing.
4. On August 26, 2003, my wife and I closed under the contract at the office of Patricia K. Martin, Esq., and a warranty deed from A. D. Jordan and wife, Jean F. Jordan was recorded as Instrument Number 20030829000577280 in the Office of the Judge of Probate of Shelby County, Alabama.
5. My wife and I had the property assessed in our names by the Shelby County Tax Assessor's Office, and paid ad valorem taxes on the 15 acres. A true and correct copy of the tax assessment sheet is attached to this affidavit as Exhibit 3.
6. After the closing, the Jordans delivered possession of the 15 acres to my wife and to me, including the house and barn. During the time we lived on the property, we used the barn daily in tending to our horses, and as storage for various supplies and equipment. Our use of the barn and the surrounding land was open and exclusive. From time to time, the Jordans saw us using the barn, such as during Mr. Jordan's visits to the property while the barn was being cleaned-up as agreed in the sales contract. At no time was our ownership

of the barn or any other part of the 15 acres challenged or interrupted in any way by the Jordans or by any other person.

7. In or about June of 2004, we listed the property for sale using a MLS listing practically identical to the one used by the Jordans. A true and correct copy of such listing is attached to this affidavit as Exhibit 4. On June 15, 2004, we entered into a contract to sell the 15 acres to Brian V. Marvin, and wife Jerri A. Marvin (the "Marvins"). A true and correct copy of that contract is attached to this affidavit as Exhibit 5.
8. On August 18, 2004, we closed under the contract at the office of Patricia K. Martin, Esq., and a deed conveying title to the Marvins was recorded as Instrument Number 20040908000499680 in said probate office.
9. It was in January of 2008, after our sale to the Marvins, that I learned during a telephone conversation with Mr. Marvin that there was an error in the legal description of the deed conveying the property from the Jordans to us. Due to a scrivener's error, a 5-acre portion of the property, the portion on which the barn is located, was inadvertently omitted from the legal description of the deed from the Jordans. The same erroneous legal description which had been used in the deed conveying the property to us was also used in the deed by which we conveyed the property to the Marvins.
10. In negotiating our purchase of the property from the Jordans, we spoke of the barn on several occasions. In every discussion, the Jordans told my wife and me that they were selling, and we were buying, a 15-acre lot with the residence and the barn. Nothing was ever said, directly or indirectly, to create any implication that the barn and surrounding 5 acres be excluded from the sale. We paid the purchase price to the Jordans for the property, calculated on a per acre basis, and increased by the value we placed on all improvements, including the residence and the barn.
11. My name is as spelled in the signature block of this affidavit. I am the same person as the grantee in the deed referred to in paragraph 4. In that deed, an "n" is left off my name.

IN WITNESS WHEREOF I have hereunto set my hand and seal on this the 9th day of April, 2008.


Donald B. Hoffmann [SEAL]

SWORN TO AND SUBSCRIBED before me a Notary Public this the 9th day of April, 2008.



Notary Public

My commission expires: 6-30-2008

JOINDER


BEFORE ME, the undersigned authority, on this day personally appeared Bonnie L. Hoffmann, known to me to be such person, who, after being duly sworn, on his oath, deposes and says:

1. My name is Bonnie L. Hoffmann. I reside at 400 Plantation Lane, Red Oak, Virginia 23964. I am competent to make this Affidavit and the facts set forth herein are within my personal knowledge and are true and correct.
2. I am married to Donald B. Hoffmann. I join with my husband in giving the Affidavit as my own.

IN WITNESS WHEREOF I have hereunto set my hand and seal on this the 9th day of April, 2008.


Bonnie L. Hoffmann

SWORN TO AND SUBSCRIBED before me a Notary Public this the 9th day of April, 2008.


Notary Public
My commission expires: