

## SCRIVENER'S AFFIDAVIT

STATE OF ALABAMA  
COUNTY OF SHELBY

Before me the undersigned a Notary Public in and for said County and State, personally appeared William C. Brown, who having been duly sworn, doth depose and state as follows:

1. I am William C. Brown, an attorney practicing law in the State of Alabama.
2. In September of 2010, my office prepared a Mortgage (Participation) ("Mortgage"), an Assignment of Leases and Rents ("Assignment") and a Third Party Lender Agreement (hereinafter "Agreement").
3. The Mortgage was from LAGNIAPPE, LLC, an Alabama limited liability company (as "Mortgagor"), to the BIRMINGHAM CITY WIDE LOCAL DEVELOPMENT COMPANY (as "Mortgagee") dated September 2, 2010 and filed for record September 7, 2010 as Instrument Number 20100907000287780 in the Office of the Judge of Probate of Shelby County, Alabama.
4. The Assignment was from LAGNIAPPE, LLC, an Alabama limited liability company, (as "Assignor") to BIRMINGHAM CITY WIDE LOCAL DEVELOPMENT COMPANY and its successors in interest and/or assigns (as "Assignee"), dated September 2, 2010 and filed for record September 7, 2010 as Instrument Number 20100907000287790 in the Office of the Judge of Probate of Shelby County, Alabama.
5. The Agreement was by and between BIRMINGHAM CITY WIDE LOCAL DEVELOPMENT COMPANY (as "CDC") and CB&S BANK (as "Third Party Lender"), dated September 2, 2010 and filed for record September 23, 2010 as Instrument Number 20100923000312280 in the Office of the Judge of Probate of Shelby County, Alabama.
6. The Mortgage, Assignment and Agreement refer to property described by that legal description attached hereto as Exhibit "A" and incorporated herein by reference (the "Prior Legal Description").
7. The Prior Legal Description described the subject property referenced by Mortgage, Assignment and Agreement as **"Unit E, in Beaumont Village Land Condominium, a Condominium"**.
8. After the execution but prior to the recordation of said Mortgage, Assignment and Agreement, two new maps were filed for record in the Probate Office of Shelby County, Alabama, which now refer to "Unit E, in Beaumont Village Land Condominium, a Condominium" as **"Unit 248 of Map Book 42, Page 6"**.
9. Therefore the legal description of the subject property referenced by Mortgage, Assignment and Agreement should now be known and described by that description attached hereto as "Exhibit B", incorporated herein by reference (the "Revised Legal Description").
10. Due to a scrivener's error, the Revised Legal Description was not included in the Mortgage, Assignment and Agreement, and this affidavit is being filed for the purposes of amending the Mortgage, Assignment and Agreement to correct this scrivener's error and include the Revised Legal Description for the Prior Legal Description as stated therein.

  
William C. Brown

STATE OF ALABAMA     )  
JEFFERSON COUNTY    )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William C. Brown, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 18th day of May, 2011.

  
NOTARY PUBLIC (My Commission Expires: 7/2/14)



**EXHIBIT "A"**  
**(Prior Legal Description)**


Unit E, in Beaumont Village Land Condominium, a Condominium, as established by that certain Declaration of Condominium, which is recorded in Instrument 20071126000537510, First Amendment to the Declaration of Condominium as recorded in Instrument 20080328000126140, and Second Amendment to Declaration of Condominium as recorded in Instrument 20090612000225330, in the Probate Office of Shelby County, Alabama, and any amendments thereto, to which Declaration of Condominium a plan is attached as Exhibit "C" thereto, and as recorded in The Condominium Plat of Beaumont Village Land Condominium, in Map Book 39, page 65, and in the First Amended Condominium Plat of Beaumont Village Land Condominium as recorded in Map Book 39, Page 128, Second Amended Condominium Plat of Beaumont Village Land Condominium as recorded in Map Book 41, Page 32, and any future amendments thereto, and to which said Declaration of Condominium the By-Laws of Beaumont Village Land Lofts Association, Inc., are attached as Exhibit "B" thereto, and the Articles of Incorporation of Beaumont Village Land Lofts Association Inc. as recorded in Instrument 20071126000537520, together with an undivided interest in the Common Elements assigned to said Unit, by said Second Amendment to Declaration of Condominium set out in Exhibit "B".

**SUBJECT TO:**

- i) taxes and assessments for the year 2011, a lien but not yet payable;
- ii) Restrictions appearing of record in Instrument 20060411000166620, in Probate Office of Shelby County, Alabama;
- iii) Easement to BellSouth Telecommunications Inc. d/b/a AT&T Alabama, recorded in Instrument 20080207000051700, in Probate Office of Shelby County, Alabama;
- iv) Mineral and mining rights and rights incident thereto recorded in Misc. Volume 5, page 355; Misc. Volume 4, page 442; and Misc. Volume 48, page 427, in the Probate Office of Shelby County, Alabama;
- v) The rights of upstream and downstream riparian owners with respect to any body of water which may lie adjacent to, and/or traversing through, subject property;
- vi) Agreement for Covenants as recorded in Instrument 20060607000270390, in the Probate Office of Shelby County, Alabama;
- vii) Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title created by the Alabama Condominium Ownership Act, Chapter 8, Section 35-8-1 et seq., Code of Alabama, 1975, or as set forth in the Declaration of Condominium of Beaumont Village Land Condominium, a condominium, dated November 26, 2007, and recorded in Instrument 20071126000537510, and the First Amendment to the Declaration of Condominium as recorded in Instrument 20080328000126140, Second Amendment to the Declaration of Condominium as recorded in Instrument 20090612000225330, in the Probate Office of Shelby County, Alabama; in the By-Laws of Beaumont Village Land Lofts Association, Inc. recorded as Exhibit B to the Declaration of Condominium of Beaumont Village Land Condominium; and in the Articles of Incorporation of Beaumont Village Land Lofts Association, Inc., as recorded in Instrument 20071126000537520 in said Probate Office; and
- viii) Any coal, oil, gas and mineral and mining rights which are not owned by Grantor/Mortgagor.



**EXHIBIT "B"**  
**(Revised Legal Description)**

  
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Shelby Cnty Judge of Probate, AL  
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Unit 248, in Beaumont Village Condominium, a Condominium, as established by that certain Declaration of Condominium, which is recorded in Instrument 20080328000126220, First Amendment to Declaration of Condominium as recorded in Instrument 20090612000225320, and Second Amendment to Declaration of Condominium as recorded in Instrument 20100910000295330, in the Probate Office of Shelby County, Alabama, and any amendments thereto, to which Declaration of Condominium a plan is attached as Exhibit "D" thereto, and as recorded in The Condominium Plat of Beaumont Village Condominium, in Map Book 39, page 129, and First Amended Condominium Plat of Beaumont Village Condominium as recorded in Map Book 41, Page 31, Second Amended Condominium Plat of Beaumont Village Condominium as recorded in Map Book 42, page 6, and any future amendments thereto, and to which said Declaration of Condominium the By-Laws of Beaumont Village Association Inc., are attached as Exhibit "C" thereto, and the Articles of Incorporation of Beaumont Village Association Inc. as recorded in Instrument 20080328000126230, together with an undivided interest in the Common Elements assigned to said Unit, by said Second Amendment to Declaration of Condominium set out in Exhibit "E"

**SUBJECT TO:**

- i) taxes and assessments for the year 2011, a lien but not yet payable;
- ii) Restrictions appearing of record in Instrument 20060411000166620, in Probate Office of Shelby County, Alabama, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin.;
- iii) Easement to BellSouth Telecommunications Inc. d/b/a AT&T Alabama, recorded in Instrument 20080207000051700, in Probate Office of Shelby County, Alabama;
- iv) Mineral and mining rights and rights incident thereto recorded in Misc. Volume 5, page 355; Misc. Volume 4, page 442; and Misc. Volume 48, page 427, in the Probate Office of Shelby County, Alabama;
- v) The rights of upstream and downstream riparian owners with respect to any body of water which may lie adjacent to, and/or traversing through, subject property;
- vi) Easement to Alabama Power Company recorded in Instrument 20080401000130190 in the Probate Office of Shelby County, Alabama.
- vii) Covenants, Conditions, Restrictions, Reservations, Easements, Liens for Assessments, Options, Powers of Attorney, and Limitations on title created by the "Alabama Uniform Condominium Act of 1991", Ala. Code 35-8A-101, et seq., or set forth in the Declaration of Condominium of Beaumont Village Condominium, a condominium, dated 3-28-2008 and recorded in Instrument 20080328000126220, First Amendment to Declaration of Condominium as recorded in Instrument 20090612000225320, and Second Amendment to Declaration of Condominium as recorded in Instrument 20100910000295330, in the Probate Office of Shelby County, Alabama; in the By-Laws of Beaumont Village Association, Inc. recorded as Exhibit C to the Declaration of Condominium of Beaumont Village Condominium; and in the Articles of Incorporation of Beaumont Village Association, Inc., as recorded in Instrument 20080328000126230 in said Probate Office; and
- viii) Any coal, oil, gas and mineral and mining rights which are not owned by Grantor/Mortgagor.