


STATE OF ALABAMA)
COUNTY OF SHELBY)


20110616000177300 1/4 \$22.00
Shelby Cnty Judge of Probate, AL
06/16/2011 11:17:52 AM FILED/CERT

SCRIVENER'S AFFIDAVIT

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 March of 2011, my office prepared a Warranty Deed ("Deed") and two (2) Mortgages (hereinafter jointly and collectively the "Mortgage").
3. The Deed was from S.N.O., INC., a corporation, (as "Grantor") to SAGO HOSPITALITY, LLC, an Alabama limited liability company (as "Grantee"), dated March 1, 2011 and filed for record March 14, 2011 as Instrument Number 20110314000083110 in the Office of the Judge of Probate of Shelby County, Alabama.
4. The first Mortgage was from SAGO HOSPITALITY, LLC, an Alabama limited liability company, (as "Mortgagor") to REGIONS BANK (as "Mortgagee"), dated March 1, 2011 and filed for record March 14, 2011 as Instrument Number 20110314000083120 in the Office of the Judge of Probate of Shelby County, Alabama, and given to secure a promissory note in the principal amount of \$848,000.00.
5. The second Mortgage was from SAGO HOSPITALITY, LLC, an Alabama limited liability company, (as "Mortgagor") to REGIONS BANK (as "Mortgagee"), dated March 1, 2011 and filed for record March 14, 2011 as Instrument Number 20110314000083120 in the Office of the Judge of Probate of Shelby County, Alabama, and given to secure a promissory note in the principal amount of \$593,688.40.
6. The Deed and Mortgage 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 Deed and Mortgage in part as **"Lot 2-C, and a portion of Lot 2-D"**.
8. After the execution but prior to the recordation of said Deed and Mortgage, Grantor recorded a new map in the Probate Office of Shelby, County, Alabama, which now refers to "Lot 2-C, and a portion of Lot 2-D" as **"Lot 2-CC, according to the Resurvey of Lot 2-C and Lot 2-D"**.

9. Therefore the legal description of the subject property referenced by Deed and Mortgage 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 Deed and Mortgage, and this affidavit is being filed for the purposes of amending the Deed and Mortgage 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 10th day of June, 2011.



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

EXHIBIT "A"
(Prior Legal Description)

Lot 2-C, and a portion of Lot 2-D, according to the Resurvey of Lot 2 of Alabama Telco Credit Union Addition to Chelsea, as recorded in Map Book 40, Page 49 in the Probate Office of Shelby County, Alabama.

SUBJECT TO: i) taxes and assessments for the year 2011, a lien but not yet payable; ii) title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Deed Book 13, page 305; iii) Transmission Line Permits to Alabama Power Company as recorded in Deed Book 102, Page 171; Deed Book 111, Page 152; and Deed Book 138, Page 95; iv) restrictions, covenants and conditions as recorded in Instrument # 20070919000440290, as amended by Amendment of Declaration of Protective Covenants for Chelsea Promenade dated July 30, 2008, and being recorded in Instrument # 200808000320230, as amended by Amendment to Reciprocal Easement Agreement dated July 30, 2008, recorded as Instrument # 20080731000307820; v) rights of others in and to the easement to Shelby County, Alabama as recorded in Instrument # 20080710000278710; vi) easements and building lines as shown on recorded map; and vii) coal, oil, gas and mineral and mining rights which are not owned by Grantor/Mortgagor.

EXHIBIT "B"
(Revised Legal Description)

Lot 2-CC, according to the Resurvey of Lot 2-C and Lot 2-D, of Alabama Telco Credit Union Addition to Chelsea, as recorded in Map Book 42, Page 53 in the Probate Office of Shelby County, Alabama.

SUBJECT TO: i) taxes and assessments for the year 2011, a lien but not yet payable; ii) title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Deed Book 13, page 305; iii) Transmission Line Permits to Alabama Power Company as recorded in Deed Book 102, Page 171; Deed Book 111, Page 152; and Deed Book 138, Page 95; iv) restrictions, covenants and conditions as recorded in Instrument # 20070919000440290, as amended by Amendment of Declaration of Protective Covenants for Chelsea Promenade dated July 30, 2008, and being recorded in Instrument # 200808000320230, as amended by Amendment to Reciprocal Easement Agreement dated July 30, 2008, recorded as Instrument # 20080731000307820; v) rights of others in and to the easement to Shelby County, Alabama as recorded in Instrument # 20080710000278710; vi) easements and building lines as shown on recorded map; and vii) coal, oil, gas and mineral and mining rights which are not owned by Grantor/Mortgagor.