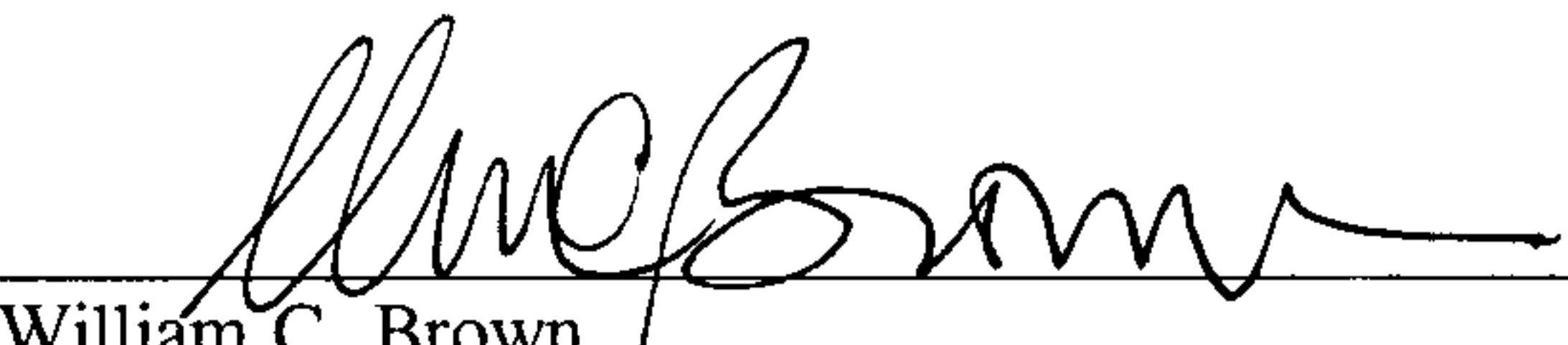


SCRIVENER'S AFFIDAVIT

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 December 2011, my office prepared a Mortgage (Participation) ("**Mortgage**").
3. The Mortgage was from PROVIDENCE REAL ESTATE, INC. (as "Mortgagor"), to the SOUTHERN DEVELOPMENT COUNCIL, INC. (as "Mortgagee") dated December 22, 2011 and filed for record December 28, 2011 as Instrument No 20111228000392720, in the Office of the Judge of Probate of Shelby County, Alabama.
4. The Mortgage refers 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 in part as "**Lot 3-13, Block 3....**".
8. After recordation of said Mortgage, it was discovered that the Prior Legal Description contained an incorrect reference and should have identified the subject property as being "**Lot 3-12, Block 3...**".
9. Therefore the legal description of the subject property referenced by Mortgage, should be known and described by that description attached hereto as "Exhibit B", incorporated herein by reference (the "Revised Legal Description"), which has been corrected to read, "**Lot 3-12, Block 3...**".
10. Due to a scrivener's error, the Revised Legal Description was not included in the Mortgage and this affidavit is being filed for the purposes of amending the 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 5 day of January, 2012.


NOTARY PUBLIC (My Commission Expires: 7/3/15)

EXHIBIT "A"
(Prior Legal Description)

20120106000007380 2/3 \$18.00
Shelby Cnty Judge of Probate, AL
01/06/2012 12:21:40 PM FILED/CERT

Lot 3-13, Block 3, according to Final Plat for the Private, Mixed Use, Traditional Neighborhood Development Subdivision of Mt. Laurel - Phase I-D, as recorded in Map Book 32, Page 61, in the Probate Office of Shelby County, Alabama.

SUBJECT TO: (i) taxes and assessments for the year 2012, a lien but not yet payable; (ii) Restrictions and notes, as shown by recorded Map; (iii) Restrictions, conditions, limitations, reservations, mineral and mining rights and rights incident thereto and release of damages recorded in Instrument 2000-41411, in the Probate Office of Shelby County, Alabama; (iv) Agreement with Shelby County recorded in Real 235, page 611, in the Probate Office of Shelby County, Alabama;

(v) Mineral and mining rights and rights incident thereto recorded in Volume 346, page 636, in the Probate Office of Shelby County, Alabama; (vi) Mt. Laurel Master Deed Restrictions recorded in Instrument 2000-35579, amended by First Amendment recorded in Instrument 2000-36270; re-recorded in Instrument 2000-388959; Second Amendment recorded in Instrument 2000-38860; Third Amendment recorded in Instrument 2001-03681; Fourth Amendment recorded in Instrument 20030213000091860; Fifth Amendment recorded in Instrument 20030327000184530; Sixth Amendment recorded in Instrument 20030327000184540; Seventh Amendment recorded in Instrument 20030527000327720 and Eighth Amendment recorded in Instrument 20040413000191810, Ninth Amendment recorded in Instrument 20040623000340720, Tenth Amendment recorded in Instrument 20041015000569110, Eleventh Amendment as recorded in 20040714000352130, Twelfth Amendment as recorded in Instrument 20061219000616320, Thirteenth Amendment as recorded in Instrument 20071022000487350, Fourteenth Amendment as recorded in Instrument 20080718000289820, Fifteenth Amendment as recorded in Instrument 20081219000470230, Sixteenth Amendment as recorded in Instrument 20091117000427120 in the Probate Office of Shelby County, Alabama. (collectively, the "Master Deed Restrictions"); (vii) Mt. Laurel Declaration of Charter, Easements, Covenants and Restrictions recorded in Instrument 2000-35580; First Amendment recorded in Instrument 2000-36270; re-recorded in Instrument 2000-38859; Second Amendment recorded in Instrument 2000-38860; Third Amendment recorded in Instrument 2001-03681; Fourth Amendment recorded in Instrument 20030213000091860; Fifth Amendment recorded in Instrument 20030327000184530; Sixth Amendment recorded in Instrument 20030327000184540; Seventh Amendment recorded in Instrument 20030527000327720 and Eighth Amendment recorded in Instrument 20040413000191810, Ninth Amendment recorded in Instrument 20040623000340720, Tenth Amendment recorded in Instrument 20041015000569110, Eleventh Amendment as recorded in 20040714000352130, Twelfth Amendment as recorded in Instrument 20061219000616320, Thirteenth Amendment as recorded in Instrument 20071022000487350, Fourteenth Amendment as recorded in Instrument 20080718000289820, Fifteenth Amendment as recorded in Instrument 20081219000470230, Sixteenth Amendment as recorded in Instrument 20091117000427120, in the Probate Office of Shelby County, Alabama. (collectively, the "Declaration"); (viii) Easement to Alabama Power Company as recorded in Instrument 20060630000315180, Instrument 2006063000031510, Instrument 20060630000315170, Instrument 20060630000315180, Instrument 20060630000315190, Instrument 20061212000602700 and Instrument 20061212000602710, in the Probate Office of Shelby County, Alabama; (ix) Mt. Laurel Town Center Covenants as recorded in Instrument 20030327000184510, First Amendment recorded in Instrument 20040623000340730, Second Amendment as recorded in Instrument 20070405000154820 in the Probate Office of Shelby County, Alabama;

(x) Sewer Service Agreement by and between Double Oak Water Reclamation LLC and EBSCO Development Company Inc., as set out in Instrument 1999-35429, in the Probate Office of Shelby County, Alabama; (xi) Easement granted to Marcus Cable as recorded in Instrument 20101221000428650, in the Probate Office of Shelby County, Alabama; (xii) Easement to Alabama Power Company as recorded in Instrument 200416/3592, in the Probate Office of Jefferson County, Alabama; (xiii) Mixed-Use Maintenance and Operating Agreement recorded in Instrument 20040623000340740 in the Probate Office of Shelby County, Alabama; and (xiv) coal, oil, gas and mineral and mining rights which are not owned by Grantor/Mortgagor.

EXHIBIT "B"
(Revised Legal Description)

Lot 3-12, Block 3, according to Final Plat for the Private, Mixed Use, Traditional Neighborhood Development Subdivision of Mt. Laurel - Phase I-D, as recorded in Map Book 32, Page 61, in the Probate Office of Shelby County, Alabama.

SUBJECT TO: (i) taxes and assessments for the year 2012, a lien but not yet payable; (ii) Restrictions and notes, as shown by recorded Map; (iii) Restrictions, conditions, limitations, reservations, mineral and mining rights and rights incident thereto and release of damages recorded in Instrument 2000-41411, in the Probate Office of Shelby County, Alabama; (iv) Agreement with Shelby County recorded in Real 235, page 611, in the Probate Office of Shelby County, Alabama;

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