

STATE OF ALABAMA)
SHELBY COUNTY)

20120320000096340 1/2 \$17.00
Shelby Cnty Judge of Probate, AL
03/20/2012 04:07:24 PM FILED/CERT

SCRIVENER'S AFFIDAVIT

I, John C. Sivley, being duly sworn, depose and state the following:

1. My name is John C. Sivley, and I am an Executive Vice President of Frontier Bank, a Georgia banking corporation (the "Bank"), which Bank prepared each of the following documents:

(a) that certain Mortgage and Security Agreement from J & F Enterprisees, LLC, as Mortgagor, to the Bank, as Mortgagee, dated January 24, 2007, and filed for record on January 31, 2007, in Instrument No. 20070131000047480 in the Probate Office of Shelby County, Alabama (the "Mortgage");

(b) that certain Amendment to Mortgage and Security Agreement between J & F Enterprisees, LLC, as Mortgagor, and the Bank, as Mortgagee, dated December 6, 2007, and filed for record on December 21, 2007, in Instrument No. 20071221000574940 in the Probate Office of Shelby County, Alabama (the "Mortgage Amendment"); and

(c) that certain Assignment of Rents and Leases from J & F Enterprisees, LLC, as Borrower, in favor of the Bank, as Lender, dated December 6, 2007, and filed for record on December 21, 2007, in Instrument No. 20071221000574950 (the "Assignment of Rents").

2. Due to a scrivener's error, the name of the "Mortgagor" under both the Mortgage and the Mortgage Amendment and the name of the "Borrower" under the Assignment of Rents is set forth incorrectly as "J & F Enterprisees, LLC", whereas the correct name of the Mortgagor or Borrower, as applicable, under each of said instruments should have been "J & F Enterprises, LLC".

3. This Affidavit is given to put of record the correct name of the Mortgagor under the Mortgage and the Mortgage Amendment, and the correct name of the Borrower under the Assignment of Rents, such correct name being "J & F Enterprises, LLC". In furtherance of the foregoing, the Mortgage, the Mortgage Amendment and the Assignment of Rents are each hereby corrected to reflect that the Mortgagor or Borrower, as applicable, thereunder is "J & F Enterprises, LLC" and, in furtherance thereof, in all places where the name "J & F Enterprisees, LLC" is found in the Mortgage, the Mortgage Amendment and the Assignment of Rents, the same is hereby corrected to read "J & F Enterprises, LLC" and in all places where the terms "Mortgagor" or "Borrower" are used in the Mortgage, Mortgage Amendment, or Assignment of Rents, the same shall be deemed to mean "J & F Enterprises, LLC".

Witness my hand and seal this 19th day of March, 2012.


John C. Sivley

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that John C. Sivley, whose name as an Executive Vice President of Frontier Bank, a Georgia banking corporation, 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 such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

GIVEN under my hand and seal, this 20th day of March, 2012.

[NOTARIAL SEAL]




Notary Public

My Commission Expires: _____

Jonathan A. Iavares

MY COMMISSION EXPIRES
AUGUST 18, 2015

This Instrument Prepared by:
Timothy D. Davis, Esq.
Sirote & Permutt, P.C.
P. O. Box 55727
Birmingham, Alabama 35255-5727


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