

Return to:
RESOURCE REAL ESTATE
SERVICES, LLC
300 Red Brook Blvd.
Suite 300
Owings Mills, MD 21117
(410) 654-5550
File # LVII 331

**CORRECTIVE OR SCRIVENER'S AFFIDAVIT FOR
NOTICE OF TYPOGRAPHICAL OR OTHER MINOR ERROR**

Prepared by: Millard S. Rubenstein, 300 Red Brook Boulevard, Suite 300, Owings Mills, Maryland 21117

The undersigned Affiant, being first duly sworn, hereby swears or affirms that the Fixed Rate Home Equity Conversion Mortgage (name or type of instrument) dated July 25th, 2014 and recorded on August 19th, 2014 (date) as Instrument No. 20140819000259860, among the Land Records of Shelby County, Alabama, by and between Donia E. Gentry, unto Proficio Mortgage Ventures, LLC (original parties) AND the Fixed Rate Home Equity Conversion Second Mortgage (name or type of instrument) dated July 25th, 2014 and recorded on August 19th, 2014 (date) as Instrument No. 20140819000259870, among the Land Records of Shelby County, Alabama, by and between Donia E. Gentry, unto the Secretary of Housing and Urban Development (original parties) contained typographical or minor error(s); and this Affidavit is made to give notice of the below corrective information:

The county name in the legal description should have been typed to read "Shelby" in both documents as opposed to "Jefferson" and should have appeared as follows:

The following described real property in the County of Shelby, State of Alabama, together with all appurtenances.

Lot 76 according to the survey of Davenport's addition to Riverchase West Sector 3 as recorded in Map Book 8 page 53 A B & C in the office of the Judge of Probate of Shelby County Alabama.

The improvements being known and designated as 1905 Mountain Laurel Lane, Hoover AL 35244

Being the same lot or parcel of ground which by Deed dated September 27, 1996 and recorded among the Land Records of Shelby County, State of Alabama, in Instrument No 1995-27546, was granted and conveyed by and between Larry D Patterson and wife Janice M Patterson, unto Robert Gentry

Being the same lot or parcel of ground which by Deed dated August 8, 2011 and recorded among the Land Records of Shelby County, State of Alabama, in Instrument No 20110824000250020, was granted and conveyed/assigned by and between Donia E Gentry as Executrix of the Estate of Robert D Gentry, unto Donia E Gentry.

The said Robert Gentry having since departed this life on or about July 5th, 2008 thereby vesting title unto Donia E Gentry, Executrix of the Estate of Robert D Gentry recorded in Instrument No. 20110825000250680.

Affiant is knowledgeable of the agreement and the intention of the parties in this regard.
Affiant is the (check one)

Drafter or preparer of the previously recorded Deed
 Closing attorney for transaction involving the previously recorded Mortgage
 Attorney for grantor/mortgagor named above in the previously recorded instrument
 Owner of the property described in the previously recorded instrument
 Other (Explain: _____)

A copy of the previously recorded instruments (in part or in whole) (X) is / () is not attached.

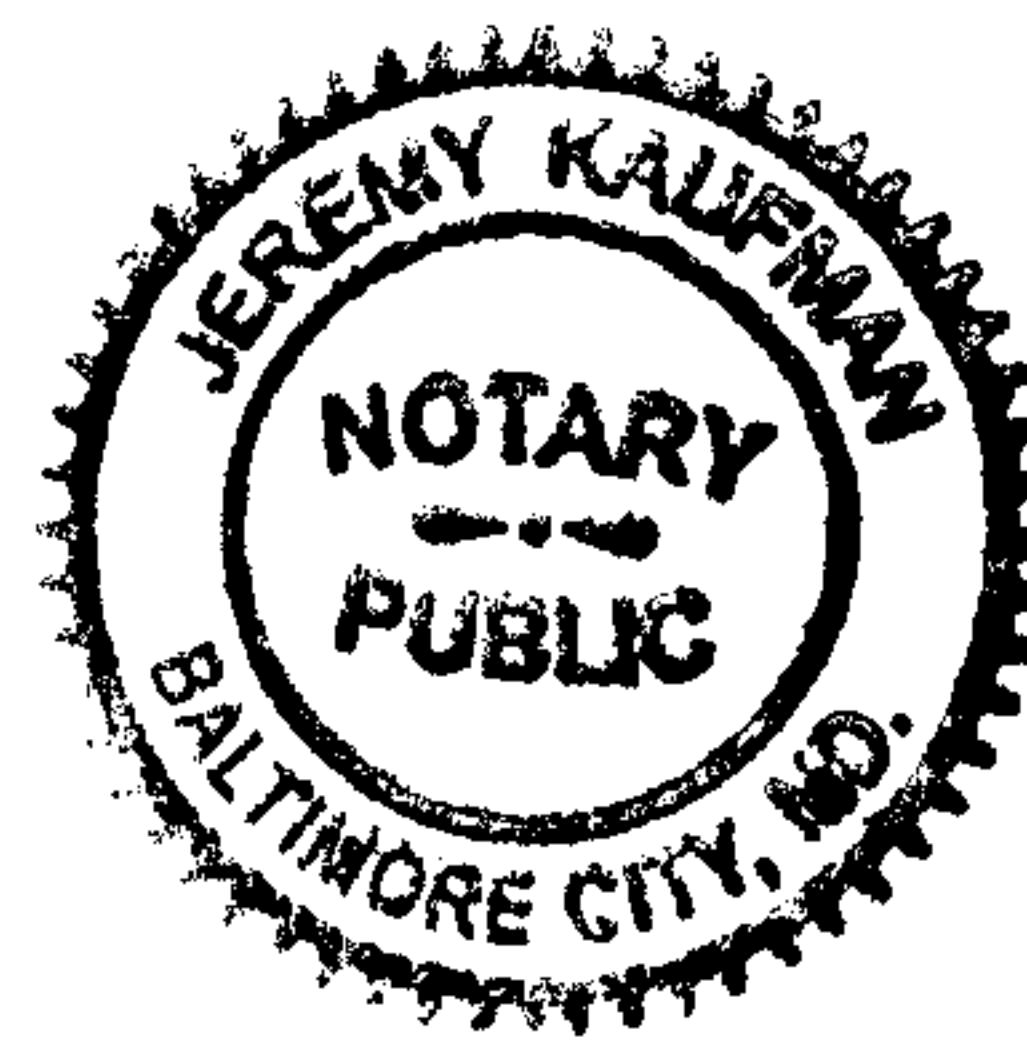
Signature of Affiant
Print or Type Name: Laurel H. Buckman

State of Maryland, City of Baltimore
Signed and sworn to (or affirmed) before me, this the 6th
day of March, 2016.

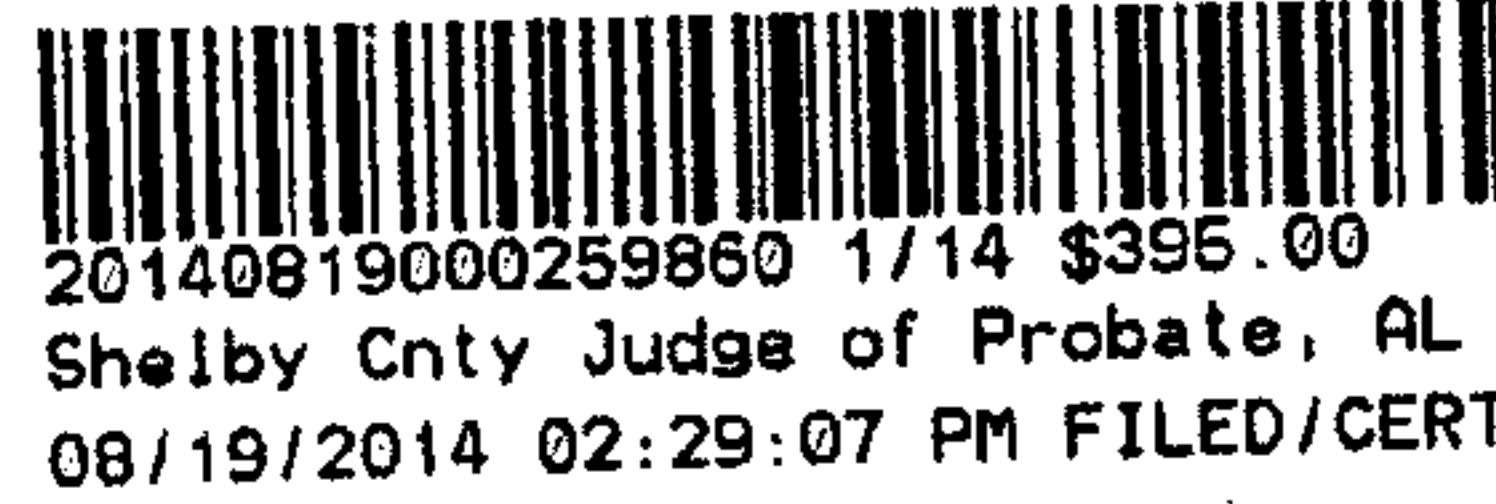
Notary Public

My Commission Expires: 04/08/17

(Affix Official/Notarial Seal)



PREPARED BY:
MILLARD S. RUBENSTEIN
300 Red Brook Blvd., Ste. 300
Owings Mills, MD 21117
(410) 654-5550



Record and return to:
Resource Real Estate Services, LLC
300 Red Brook Blvd, Ste 300
Owings Mills, MD 21117

File#LV11331

Document Prepared by:
Proficio Mortgage Ventures, LLC
110 Hillcrest Street
Orlando, FL 32801

Kristin Fairchild

[Space Above This Line For Recording Data]

State of ALABAMA

FHA Case No. 011-7924427-961
Loan No. 1506133
MIN: 1004702-0005003788-1

(1)

**FIXED RATE
HOME EQUITY CONVERSION MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on July 25, 2014. The mortgagor is **Donia E Gentry, an unmarried woman**, whose address is **1905 MOUNTAIN LAUREL LANE, HOOVER, Alabama 35244** ("Borrower"). This Security Instrument is given to **Mortgage Electronic Registration Systems, Inc. ("MERS")**, which is organized and existing under the laws of **Delaware**, and whose address is **P.O. Box 2026, Flint, MI 48501-2026, telephone (888) 679-MERS**. Proficio Mortgage Ventures, LLC is organized and existing under the laws of **United States of America**, and has an address of **110 Hillcrest Street, Orlando, FL 32801** ("Lender"). Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Fixed-Rate Note dated the same date as this Security Instrument ("Note"). The mortgagee of this Security Instrument is **MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest at a fixed rate (interest), and all renewals, extensions and modifications of the Note, up to a maximum principal amount of **Two Hundred Twenty Eight Thousand Dollars and Zero Cents (U.S. \$228,000.00)**; (b) the payment of all other sums, with interest, advanced under paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. The full debt, including amounts described in (a), (b), and (c) above, if not due earlier, is due and payable on **October 4, 2098**. For this purpose, Borrower irrevocably mortgages, grants and conveys to MERS and to the successors and assigns of MERS, with power of sale, the following described property located in **SHELBY County, ALABAMA**:

See legal description as Exhibit A attached hereto and made a part hereof for all intents and



purposes

which has the address of
1905 MOUNTAIN LAUREL LANE, HOOVER, Alabama 35244, ("Property Address")

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note.
2. **Payment of Property Charges.** Borrower shall pay all property charges consisting of taxes, ground rents, flood and hazard insurance premiums, and special assessments in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays property charges by withholding funds from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agreement.

3. **Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire. This insurance shall be maintained in the amounts, to the extent and for the periods required by Lender or the Secretary of Housing and Urban Development ("Secretary"). Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender instead of to Borrower and Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding



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HECM First Mortgage



20140819000259860 2/14 \$395.00
 Shelby Cnty Judge of Probate, AL
 08/19/2014 02:29:07 PM FILED/CERT

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EXHIBIT "A"

The following described real property in the County of Jefferson, State of Alabama, together with all appurtenances.

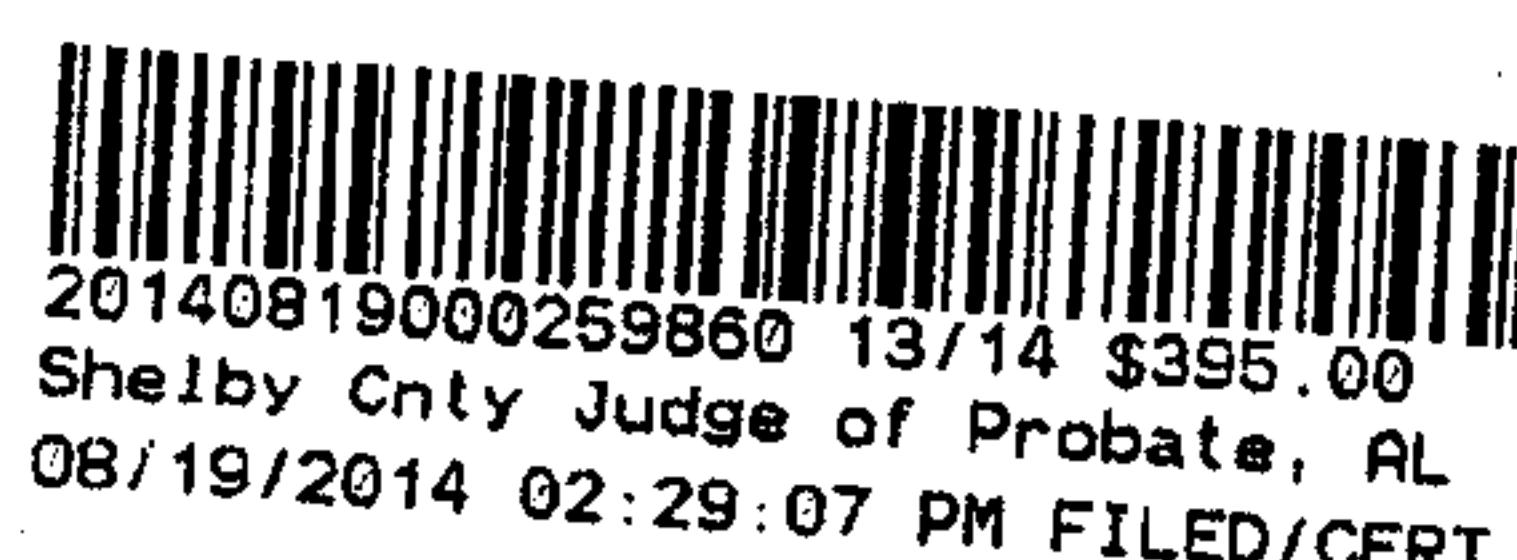
Lot 76 according to the survey of Davenport's addition to Riverchase West Sector 3 as recorded in Map Book 8 page 53 A B & C in the office of the Judge of Probate of Shelby County Alabama.

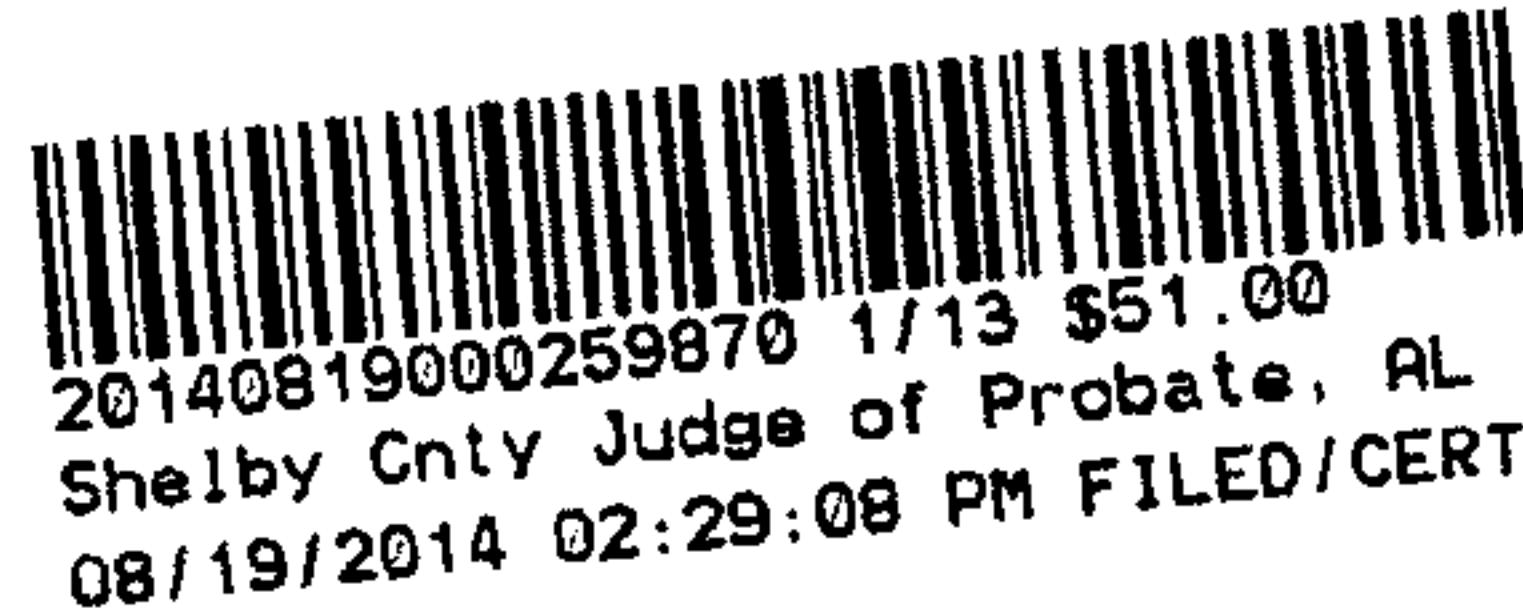
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Being the same lot or parcel of ground which by Deed dated August 8, 2011 and recorded among the Land Records of Jefferson County, State of Alabama, in Instrument No 20110824000250020, was granted and conveyed/assigned by and between Donia E Gentry as Executrix of the Estate of Robert D Gentry, unto Donia E Gentry.

The said Robert Gentry having since departed this life on or about July 5, 2008 thereby vesting title unto Donia E Gentry, Executrix of the Estate of Robert D Gentry recorded in Instrument No 20110825000250680.





Record and return to:
Resource Real Estate Services, LLC
300 Red Brook Blvd, Ste 300
Owings Mills, MD 21117
FILE# LV11331

Document Prepared by:
Proficio Mortgage Ventures, LLC
110 Hillcrest Street
Orlando, FL 32801

Kristin Fairchild

[Space Above This Line For Recording Data]

State of ALABAMA

FHA Case No. 011-7924427-961
Loan No. 1506133
MIN: 1004702-0005003788-1

(2)

**FIXED RATE
HOME EQUITY CONVERSION SECOND MORTGAGE**

THIS MORTGAGE ("Security Instrument" or "Second Security Instrument") is given on **July 25, 2014**. The mortgagor is **Donia E Gentry, an unmarried woman**, whose address is **1905 MOUNTAIN LAUREL LANE, HOOVER, Alabama 35244** ("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, whose address is 451 Seventh Street, SW, Washington, DC 20410 ("Lender" or "Secretary"). Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Fixed-Rate Note dated the same date as this Security Instrument ("Second Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Second Note, with interest at a fixed rate (interest), and all renewals, extensions and modifications of the Note, up to a maximum principal amount of **Two Hundred Twenty Eight Thousand Dollars and Zero Cents** (U.S. \$228,000.00); (b) the payment of all other sums, with interest, advanced under paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Second Note. The full debt, including amounts described in (a), (b), and (c) above, if not due earlier, is due and payable on **October 4, 2098**. For this purpose, Borrower irrevocably mortgages, grants and conveys to Lender, with power of sale, the following described property located in **SHELBY County, ALABAMA**:

See legal description as Exhibit A attached hereto and made a part hereof for all intents and purposes

which has the address of
1905 MOUNTAIN LAUREL LANE, HOOVER, Alabama 35244, ("Property Address")



lv11331

EXHIBIT "A"

The following described real property in the County of Jefferson, State of Alabama, together with all appurtenances.

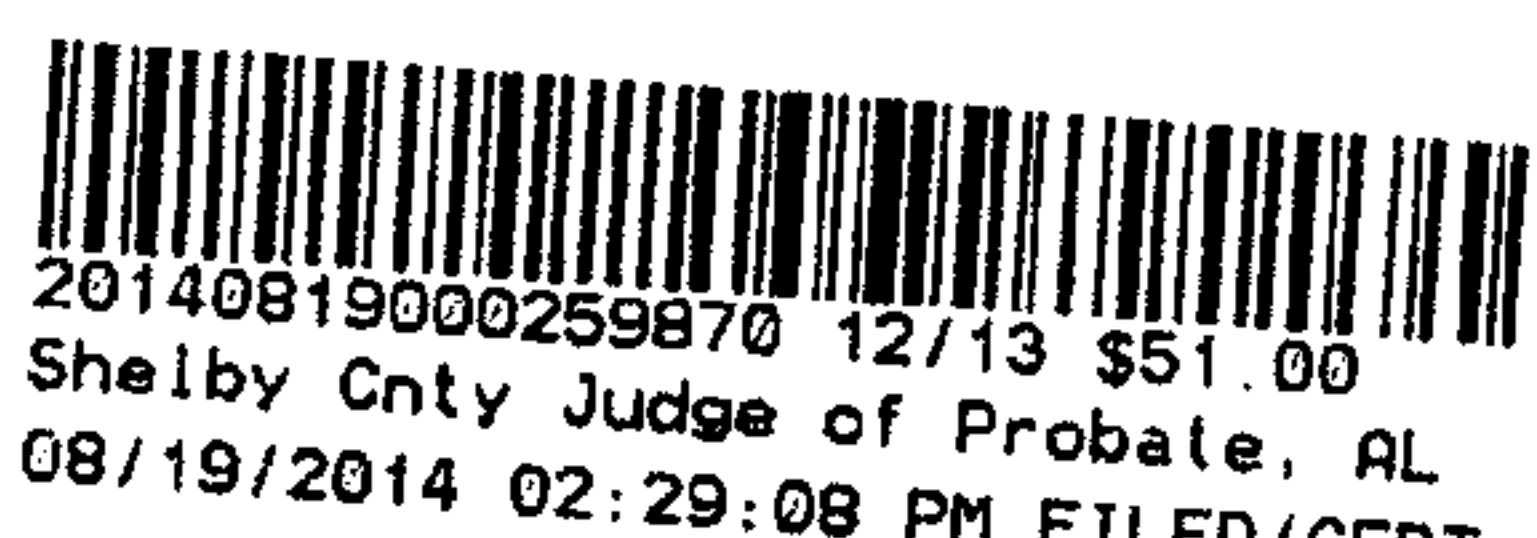
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The said Robert Gentry having since departed this life on or about July 5, 2008 thereby vesting title unto Donia E Gentry, Executrix of the Estate of Robert D Gentry recorded in Instrument No 20110825000250680.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
03/16/2016 02:54:57 PM
\$32.00 CHERRY
20160316000085180