## Affidavit of Correction

Prepared By, Requested By and Return to: ServiceLink- Melissa Kerr 1355 Cherrington Parkway Moon Township, PA 15108

Order no.: 25383574

STATE OF Pennsylvania COUNTY OF Allegheny

> BEFORE ME, the undersigned authority, personally appeared Laura DiRienzo on February 10, 2020, who having been first duly sworn, according to law, depose and say:

- 1.) That Affiant is an employee of ServiceLink FNF who's Policy Issuing Agent Fidelity National Title **Insurance Company**, acted as agent to a transaction on the real property legally described as: Exhibit A - attached.
- 2.) That said Agent prepared for recording a certain Mortgage to be recorded in Shelby County. State of Alabama, executed by Darin G Myers and wife Lana Myers, Dated 07/18/2019, Recorded <u>07/26/2019</u> as <u>Instrument Number 20190726000269150</u>, LENDER: <u>LoanDepot.com</u>, LLC said document had an error in Page 3 of the Mortgage with regards property address was printed incorrectly.
- 3.) That this Affidavit shall serve to correct the instrument referenced above to correct property address to be 5220 S Shades Crest Road, Bessemer, AL 35022

Affiant further states he/she is familiar with the nature of an oath and with the penalties as provided by the laws of **Alabama** for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he/she has read the full facts of this Affidavit and understands its context.

**Unofficial Witness:** By: Laura DiRienzo, ServiceLink/ Director **Unofficial Witness:** 

SWORN TO SUBSCRIBED before me this **February 10, 2020** has appeared <u>Laura DiRienzo</u>, who is personally known to me and who executed this document in my presence.

My commission expires: (/4/20)

Commonwealth of Pennsylvania - Notary Seal Lissette Anne Moree, Notary Public Beaver County

My commission expires May 4, 2022 Commission number 1223847

Member, Pennsylvania Association of Notaries

## 20190726000269150 07/26/2019 01:15:07 PM MORT 3/15

103354841

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably mortgages, grants and conveys to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the COUNTY of SHELBY.

SEE ATTACHED LEGAL DESCRIPTION, EXHIBIT A
which currently has the address of 5220 SHADES CREST ROAD, BESSEMER, Alabama 35022
("Property Address"):
5220 S SHADES CREST ROAD, BESSEMER, AL 35022

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, 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 grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. 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, Interest, Escrow Items, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan

FHA Alabama Mortgage - 09/15

19358.6

Order No.: 25383574

## LEGAL DESCRIPTION EXHIBIT "A"

Beginning at the Northwest corner of NW 1/4 of SE 1/4, Section 28, Township 20 South, Range 4 West, thence run South along the West line of said NW 1/4 of SE 1/4 a distance of 1312.16 feet to point of beginning, continue said course a distance of 357.84 feet, turn left an angle of 140 degrees 10 minutes a distance of 275.0 feet; turn left an angle of 90 degrees 00 minutes a distance of 229.35 feet to point of beginning; being in NW 1/4 of SE 1/4 and SW 1/4 of SE 1/4, Section 28, Township 20 South, Range 4 West, Shelby County, Alabama.

Also:

Commence at the Northwest corner of the NW 1/4 of SE 1/4 of Section 28, Township 20 South, Range 4 West, Shelby County, Alabama and run thence Southerly along the West line of said 1/4-1/4 section a distance of 1,215.00 feet to the point of beginning of the property being described; thence continue along last described course a distance of 97.16 feet to a point; thence turn 55 degrees 05 minutes 13 seconds left and run East-Southeasterly a distance of 218.11 feet to a point on the Westerly right of way line of South Shades Crest Road (a/k/a Shelby County Road No. 2); thence turn 84 degrees 20 minutes 28 seconds left and run Northwesterly along said right of way line a distance of 53.82 feet to a point; thence turn 90 degrees 18 minutes 43 seconds left and run Northwesterly a distance of 280.25 feet to the point of beginning; being situated in Shelby County, Alabama.

Source of title: Deed Instrument no 20110615000175780

Assessor's Parcel No: 128280000012001

20200218000066340



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/18/2020 04:03:10 PM
\$28.00 MISTI

alli 5. Buyl