Prepared by and Return to:
First Guaranty Mortgage Corporation
Tiffany Ohler
5800 Tennyson Parkway
Suite 450
Plano, TX 75024

20210701000318910 07/01/2021 09:08:41 AM AFFID 1/4

SCRIVENERS AFFIDAVIT

- I, Tiffany Ohler, being first duly sworn upon oath under penalty of perjury, states and avers as follows:
 - 1. I am the Senior Loan Administration Specialist at **First Guaranty Mortgage Corporation**, I have personal knowledge of and can testify in a court of competent jurisdiction the facts set forth herein.
 - 2. The legal description of the land affected hereby is the following:

EXHIBIT A

SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA:

LOT 30, ACCORDING TO THE SURVEY OF UNION STATION PHASE I, AS RECORDED IN MAP BOOK 41, PAGE 41, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

TAX ID NO: 28 3 05 0 011 015.000

BEING THE SAME PROPERTY CONVEYED BY QUIT CLAIM DEED

GRANTOR:

MELANIE VICTORIA CLARK, AN UNMARRIED WOMAN

GRANTEE:

REGINALD A. JURAN, JR.

DATED:

07/30/2018

RECORDED:

09/27/2018

DOC#/BOOK-PAGE: 20180927000344920 / NA

ADDRESS: 340 UNION STATION WAY, CALERA, AL 35040

- 3. The record of owner of the land affected hereby is: Reginald A Juran, Jr
- The property address of record of owner is:
 340 Union Station Way, Calera AL 35040
- 5. The instrument affecting the land which contains a Scrivener's Error:

 The recorded Deed of Trust dated 04/24/2021, Recorded on 05/03/2021, Document No:

 20210503000217280 in the county of Shelby, AL

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- 6. The Scrivener's Error, which is to be corrected by this affidavit: To update the Planned Unit Development Rider within the Mortgage.
- 7. Affiant herein acknowledges that she is, by this instrument, testifying under penalty of perjury.

Further Affiant Sayeth not

Tiffany Ohler Senior Loan Administration Specialist **First Guaranty Mortgage Corporation**

Acknowledgement

State of Maryland

County of Frederick

Personally, appeared before me, a Notary Public, in and for said county and state, on this 30th day of June 2021, the within named Tiffany Ohler, known to me, or satisfactorily proven, to be the person whose name is subscribed to the within instrument and who acknowledges that he/she/they executed the same for the purposes therein contained.

NOTARY PUBLIC FREDERICK COUNTY MY COMMISSION EXPIRES JANUARY 3, 2023

My Commission expires: ____

LOAN #: 180021024980 MIN: 1000314-0000346733-2

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 24th day of and is incorporated into and shall be deemed to amend and **April**, 2021 supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to First Guaranty Mortgage Corporation dba goodmortgage.com, a Corporation

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at: 340 Union Station Way, Calera, AL 35040.

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in COVENANTS, CONDITIONS AND RESTRICTIONS

(the "Declaration").

04/23/2021 10:36 AM PST

The Property is a part of a planned unit development known as Union Station

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts. (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan. Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to ensure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

MULTISTATE PUD RIDER--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3150 1/01 F3150RDU 0115 Ellie Mae, Inc. Page 1 of 2 F3150RLU (CLS)



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LOAN #: 180021024980

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the

Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with

interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider

MULTISTATE PUD RIDER--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3150 1/01 F3150RDU 0115 Page 2 of 2 Ellie Mae, Inc.

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Filed and Recorded Official Public Records Judge of Probate, Shelby County Alabama, County Clerk **Shelby County, AL** 07/01/2021 09:08:41 AM **\$31.00 CHERRY**



