

**SCRIVENER'S AFFIDAVIT TO
CORRECT QUITCLAIM DEED**

The undersigned, being duly sworn, does depose and state the following:

1. My name is ANNE R. MOSES. I am attorney duly admitted to the practice of law in the State of Alabama. I am a Member of the firm of Moses & Moses, PC, with offices at 4000 Eagle point Corporate Drive, Birmingham, AL 35242.
2. I prepared the Robert J. & Audrey A. Hains Revocable Living Trust dated March 20, 2019 ("Trust"), with Robert H Hains and Audrey A. Hains, or the survivor as between them, as the initial trustees.
3. Robert J. Hains died on February 11, 2022, and Audrey A. Hains resigned as Trustee in March, 2022, naming William R. Hains as current Trustee.
4. I drafted the Statutory Quitclaim Deed ("Deed") from Audrey A. Hains, individually and a widow, to William R. Hains, current trustee of the Trust. The Deed was filed in the Office of the Judge of Probate of Shelby County, Alabama on March 25, 2022, in instrument number 20220325000 122140.
5. In drafting the Deed, in referring to the Trust I referred to the date of the Trust as "March 19, 2020." I inadvertently transposed the numbers in the date so that the correct date should be "March 20, 2019."

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 1st day of April, 2022.

Anne R. Moses
ANNE R. MOSES, Attorney-at-Law
Moses & Moses, PC
4000 Eagle Point Corporate Drive
Birmingham, AL 35242
Tel: 205-967-0901; E-mail: anne@mosespc.com

STATE OF ALABAMA)
SHELBY COUNTY)

Before me, the undersigned, a Notary Public in and for said State and County, personally appeared ANNE R. MOSES, an individual who is known to me, whose name is signed to the foregoing instrument and acknowledged before me on this day that being informed of the contents of the instrument, she executed the same voluntarily.

Given under my hand and official seal, this the 1st day of April, 2022.

[SEAL]

[Signature]
Notary Public

My Commission expires: 8/6/25

LINDSAY TYRIE
STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES AUGUST 6, 2025

SCHEDULE A

Lot 16B, according to the Survey of The Cottages of Danberry, Resurvey No. 3 recorded in Map Book 41, Page 80 in the Office of the Judge of Probate of Shelby County, Alabama.

The Property is conveyed subject to the following (collectively, the "Permitted Exceptions"):

1. Ad valorem taxes and assessments for the current tax year and all subsequent tax years thereafter.
2. All mineral and mining rights not owned by Grantor.
3. All applicable zoning ordinances.
4. The easements, restrictions, reservations, covenants, agreements and all other terms and provisions of The Cottages of Danberry First Amended and Restated Declaration of Covenants, Conditions and Restrictions dated February 25, 2014 and recorded as Instrument No. 20140225000052020 in the Probate Office of Shelby County, Alabama, as amended, (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration"), including, without limitation, the provisions of the Declaration which establish an Age Restriction Policy requiring at least one (1) person that is fifty-five (55) years of age or older reside on the Property.
5. All easements, restrictions, reservations, agreements, rights-of-way, building setback lines and all other matters of record.

Grantees, by acceptance of this deed, acknowledge, covenant and agree for themselves and their heirs, executors, administrators, personal representatives and assigns, that Grantees have assumed full responsibility for the investigation and determination of the suitability of the Property, including the construction of the Dwelling thereon, and the suitability of the surface and subsurface conditions of the Property. The Property is sold subject to (and Grantees do hereby irrevocably and unconditionally waive, release and forever discharge Grantor and their respective agents, employees, officers, directors, shareholders, members, affiliates, subsidiaries and mortgagees and their respective successors and assigns, of and from any and all actions, causes of actions, claims, potential claims, demands, agreements, suits, obligations, damages, costs, expenses, losses and liabilities of every kind and nature known or unknown arising out of or as a result of), any past, present or future soil, surface and subsurface conditions (including, without limitation, hazardous or toxic waste, substances or materials) including but not limited to, asbestos, radon gas, formaldehyde and polychlorinated biphenyls), sinkholes, underground mines, tunnels, water channels and limestone formations), under or upon the Property or any other real property surrounding, adjacent to or in close proximity with the Property which may be owned by Grantor or any affiliates or subsidiaries of Grantor.