2011 Seminar Series

Correction to Correct Way to Correct Incorrect Documents
The Scrivener’s Error Revisited
The Scrivener’s Error Revisited

Effective October 1, 2008, N.C.G.S. § 47-36.1, “Correction of Errors in Recorded Instruments,” was re-written and superseded and replaced with the following:

§ 47-36.1. Correction of errors in recorded instruments.

Notwithstanding G.S. 47-14 and G.S. 47-17, notice of typographical or other minor error in a deed or other instrument recorded with the register of deeds may be given by recording an affidavit. If an affidavit is conspicuously identified as a corrective or scrivener’s affidavit in its title, the register of deeds shall index the name of the affiant, the names of the original parties in the instrument, the recording information of the instrument being corrected, and the original parties as they are named in the affidavit. A copy of the previously recorded instrument to which the affidavit applies may be attached to the affidavit and need not be a certified copy. Notice of the corrective information as provided by the affiant is deemed to have been given as of the time the corrective affidavit is registered. Nothing in this section invalidates or otherwise alters the legal effect of any instrument of correction authorized by statute in effect on the date the instrument was registered. (1985 (Reg. Sess., 1986), c. 842, s. 1; 1987, c. 360, s. 1; 2008-194, s. 7(c).)

Unfortunately, the title of this section was not changed with the 2008 amendment and the words “correction,” “corrected” and “corrective” continue to appear in both the title and body of the statute. Prior to the amendment, an obvious typographical or other minor error in a recorded document could be “corrected” by a re-recording of the original instrument, with the correction made and initialed and a statement of explanation attached. With the change, the statute provides for the recording of an affidavit which only gives “notice” of such a typographical or other minor error. The current statute does not provide for correcting such an error. A copy of the prior version of the statute which is now superseded is attached as Exhibit A.

Previously, the correction was effective as of the date of the re-recording; now only the notice is effective as of the date of the recording of the affidavit.

The Scrivener’s Affidavit:

It is no longer allowed for a document to be re-recorded that has any changes or alterations made after the recording of the document. All language permitting corrections on an original instrument has been deleted from the statute.

In place of the correction process, the statute allows for a Scrivener’s Affidavit (not a statutory phrase or form) to be recorded which is to put others on notice of a typographical or other minor error. The statute does not limit the affidavit to being signed by the draftsman or one of the parties to the original document. The current
practice is for the attorney who drafted the document containing the error to record the Scrivener’s Affidavit; however that is also not a requirement.

*The Scrivener’s Affidavit does not have the effect of correcting an error.*

The statute does not contain a proscribed form of Scrivener’s Affidavit. The attached form (Exhibit B) is provided here as a suggested format subject to the preparer’s own legal review and interpretation of the statute. The affidavit has the effect of giving notice of typographical or other minor errors and has no corrective effect.

The recording of the Scrivener’s Affidavit, however, may be sufficient for title insurance company over the effect of the error. Consult with your local Attorneys Title office to determine what, if any, corrective action is required *before* you take any further steps once an error is discovered. Where there is an error in a recorded document and it has not been corrected with a correction document or other modification, Attorneys Title may be able to insure the transaction without further corrective action. Is the title insurable in spite of the error? If it is a typographical error, then it is probably not fatal to the document. If it is the omission of a legal description or an incorrect lot number, then most likely the property which was intended to be conveyed cannot be identified with certainty and it cannot be insured. Please call your local Attorneys Title office for advice before initiating corrections and incurring expenses and possibly creating more problems.

**Corrective Documents:**

In order to correct an error (whether it was minor or typographical or not), a corrective instrument must be recorded. This can be done in a number of ways:

1. First, the actual original document containing the error may be corrected and/or changed on its face. This requires the following steps:
   a. Make the change or correction on the *original* document
   b. Have the change(s) initialed
   c. The signatories to the original document must re-sign
   d. Then the document must be re-notarized and re-recorded (*additional signature and notary pages will have to be created and attached*).

2. In the alternative, a duplicate of the original unexecuted document with the error corrected and denominated as a document of “correction” (a/k/a the old “Correction Deed”) may be created and then signed by the original parties, notarized and recorded. The error being corrected should be pointed out in the corrective document with some type of explanatory statement.

3. As it could be difficult, if not impossible, for example, to persuade a lender to return an original recorded deed of trust for correction or for the closing attorney to re-print or produce a duplicate of the original version of the document for re-
execution post-closing, the attached forms, “Modification of Deed of Trust” (Exhibit C) and “Reaffirmation, Re-Execution and Reacknowledgment of Previously Recorded Deed of Trust” (Exhibit D) may be used as a solution. The use of one of these documents does have the effect of correcting the error and, once recorded, would allow Attorneys Title to insure the transaction with the error having been corrected. Neither of these documents requires lender approval and they do not have to be signed by the lender as they benefit a lender and allow the title policy to be issued without exception for the error.

The Modification incorporates the original recorded document except for the part being corrected and the correction is addressed and described in the Modification. This form is mainly used when the legal description has been omitted or no exhibit containing the legal description was attached. In the past, practitioners have attempted to use the prior minor error statute as a way of correcting a document which lacked a legal description when the omission of the description of the property was clearly not a minor error. Many of these so-called corrections are now appearing as claims being filed by insured lenders foreclosing on loans secured by these re-recorded documents.

In similar fashion, the attached Reaffirmation Agreement incorporates the terms and conditions of a previously recorded document (here, deed of trust). It contains a space for the error or change to be corrected or addressed and then the remaining consistent terms are ratified and reaffirmed.

PRACTICE NOTE 1: Beginning October 1, 2008, documents may be re-recorded in their EXACT original form (for example, to put it in the correct chain of title order) and a certified copy with no markings or changes can also be recorded for the same purpose. A document that has been altered and re-recorded without taking the additional steps outlined above will probably not be accepted by the registry and recorded, but it has no legal effect. In Wake County, simply the word “Rerecording” is added to the first page of a true re-recorded instrument and no explanatory language is either needed or allowed.

PRACTICE NOTE 2: As was true prior to the change in the statute, neither the notice of an error accomplished by the recording of the Scrivener’s Affidavit nor the re-execution or modification or re-affirmation methods described above relate back in time as to effectiveness to the original date of recording, but are only effective as of the date and time of the new recording.

Affidavit of Correction of Notarial Certificate (Notary Affidavit):
The Notary Affidavit attached as Exhibit E is an Affidavit of Correction of Notarial Certificate. This document may be used in the event there is an error in the notary acknowledgment contained in a previously recorded instrument. The Notary Public who took the original incorrect acknowledgment may sign and file the Notary Affidavit which identifies the error and also contains a separate and corrected notary acknowledgment of the execution of the document. Finally, a copy of part or all of the original recorded instrument may be (but is not required to be) attached to the Notary Affidavit. The recording of this document will allow Attorneys Title to provide coverage for a transaction without exception for an incorrect notary acknowledgment.

Omitted Trustee:

The questions raised by the recording of what is intended to be a deed of trust without the name of a trustee appearing or filled in is no longer a re-recording or correction issue. N.C.G.S. §45-10 was amended effective June 16, 2009, to add a new Paragraph (b) shown in italics below (the entire statute is reproduced for convenience):

§ 45-10. Substitution of trustees in mortgages and deeds of trust.

(a) In addition to the rights and remedies now provided by law, the holders or owners of a majority in amount of the indebtedness, notes, bonds, or other instruments evidencing a promise or promises to pay money and secured by mortgages, deeds of trust, or other instruments conveying real property, or creating a lien thereon, may, in their discretion, substitute a trustee whether the trustee then named in the instrument is the original or a substituted trustee, by the execution of a written document properly recorded pursuant to Chapter 47 of the North Carolina General Statutes.

(b) If the name of a trustee is omitted from an instrument that appears on its face to be intended to be a deed of trust, the instrument shall be deemed to be a deed of trust, the owner or owners executing the deed of trust and granting an interest in the real property shall be deemed to be the constructive trustee or trustees of record for the secured party or parties named in the instrument, and a substitution of trustee may be undertaken under subsection (a) of this section. However, no such constructive trustee shall have the authority or power to take any of the following actions without the consent and joinder of the holders or owners of a majority in amount of the obligations secured by the deed of trust: (i) effect a substitution of trustee, (ii) effect the satisfaction of the deed of trust, (iii) release any property or any interest therein from the lien of the deed of trust, or (iv) modify or amend the terms of the deed of trust. Any substitute trustee named under the authority of subsection (a) of this section shall succeed to all the rights, titles, authority, and duties of the trustee under the terms of the deed of trust without regard to the limitations imposed by this subsection on the authority of a constructive trustee.

If a deed of trust is recording without a named trustee, Attorneys Title will insure the transaction without exception for the missing named trustee.

Recording Certified Copies:
A certified copy may be recorded and will be effective for certain purposes. N.C.G.S. § 47-31 provides as follows:

§ 47-31. Certified copies may be registered; used as evidence.

(a) A duly certified copy of any deed or writing required or allowed to be registered may be registered in any county. The register of deeds may rely on the record keeper's certification on a presented document that the document is a certified copy and is not required to further verify the proof or acknowledgement otherwise required by G.S. 47-14 or to determine whether the document has been changed or altered after it was certified. The registered or duly certified copy of any deed or writing that has been registered in the county where the land is situate may be given in evidence in any court of the State.

(b) Instruments registered pursuant to this section prior to July 6, 1993 that were not further certified pursuant to G.S. 47-14 at the time of registration are hereby validated.

A certified copy of a previously recorded document may be recorded in the same or a different county for the purpose of placing it in a different order in the chain of title. Like an original document being re-recorded, any change, alteration or addition to a previously recorded documents which change, alteration or addition has not been subsequently included in a re-executed, re-acknowledged and re-recorded document, has no effect.
Examples and Queries (This is a test):

1. Construction Loan Deed of Trust was recorded without the Construction Loan Rider.
   Q1: Lender requires coverage for future advances
   Q2: Lender requires Construction Rider

2. Deed recorded with the name of the purchaser as Millicent P. Buyer. Name shown on simultaneous deed of trust is Millicent R. Buyer.
   Q1: Millicent R. Buyer is correct
   Q2: Millicent P. Buyer is correct
   Q3: Millicent obtained an Equity Line Deed of Trust after closing

3. Deed recorded with the name of the purchaser as Millicent Buyer. Name shown on the deed of trust is Millicent Seller.
   Q1: Millicent Buyer is correct
   Q2: Millicent Seller is correct

4. Deed recorded with the name of the purchaser as Cristina Smith. The correct name is Christina Smith.
   Q1: No deed of trust
   Q2: Deed of trust shows Cristina Smith
   Q3: Deed of trust shows Christina Smith
   Q4: Error is not discovered until Christina decides to sell

5. Deed recorded with the name of the purchaser as Babies Are Cute, Inc. The correct name of the corporate entity is Babies R Cute, Inc.
   Q1: Babies Are Cute, Inc., does exist
   Q2: Babies Are Cute, Inc., does not exist

6. Deed recorded conveying Lot 8. Correct property is Lot 18. Both lots are on the plat and were owned by the same Seller.
   Q1: No deed of trust
   Q2: Deed of trust description uses Lot 8.
   Q3: Deed of trust description uses Lot 18
List of Exhibits:

Exhibit A - **SUPERSEDED** N.C.G.S. §47-36-1. Correction of Errors in Recorded Instruments

Exhibit B - Scrivener’s Affidavit - Notice of Typographical or Other Minor Error in Previously Recorded Instrument

Exhibit C - Modification of Deed of Trust

Exhibit D - Reaffirmation, Re-execution and Reacknowledgment of Previously Recorded Deed of Trust

Exhibit E - Notary Affidavit – Affidavit of Correction of Notarial Certificate
§47-36.1. Correction of errors in recorded instruments.

Notwithstanding G.S. 47-14 and 47-17, an obvious typographical or other minor error in a deed or other instrument recorded with the register of deeds may be corrected by rerecording the original instrument with the correction clearly set out on the face of the instrument and with a statement of explanation attached. The parties who signed the original instrument or the attorney who drafted the original instrument shall initial the correction and sign the statement of explanation. If the statement of explanation is not signed by the parties who signed the original instrument, it shall state that the person signing the statement is the attorney who drafted the original instrument. The statement of explanation need not be acknowledged. Notice of the correction made pursuant to this section shall be effective from the time the instrument is rerecorded. (1985 (Reg. Sess., 1986), c. 842, s. 1; 1987, c. 360, s. 1.) SUPERSEDED OCTOBER 1, 2008.
§47-36.1. Correction of errors in recorded instruments.

Notwithstanding G.S. 47-14 and 47-17, an obvious typographical or other minor error in a deed or other instrument recorded with the register of deeds may be corrected by rerecording the original instrument with the correction clearly set out on the face of the instrument and with a statement of explanation attached. The parties who signed the original instrument or the attorney who drafted the original instrument shall initial the correction and sign the statement of explanation. If the statement of explanation is not signed by the parties who signed the original instrument, it shall state that the person signing the statement is the attorney who drafted the original instrument. The statement of explanation need not be acknowledged. Notice of the correction made pursuant to this section shall be effective from the time the instrument is rerecorded. (1985 (Reg. Sess., 1986), c. 842, s. 1; 1987, c. 360, s. 1.) SUPERSEDED OCTOBER 1, 2008.
Suggested G.S. 47-36.1 Affidavit

Exhibit B

Prepared by and after recording hold for:
(Insert attorney’s name)

STATE OF NORTH CAROLINA
COUNTY OF _________

NOTICE OF TYPOGRAPHICAL OR OTHER MINOR ERROR IN PREVIOUSLY RECORDED INSTRUMENT
(Pursuant to North Carolina General Statutes §47-36.1)

Before me, the undersigned authority, personally appeared _________ Attorney at Law (the “Affiant”), who, after being by me first duly sworn, deposes and says as follows:

1. That a written instrument (the “Instrument”), prepared and recorded by Affiant, the instrument more particularly described below, has heretofore been recorded in the Office of the Register of Deeds of _______ County, North Carolina.

A. Description of Instrument:

B. Date of Instrument:

C. Parties to Instrument:

D. Recording Information of instrument:

2. That the Instrument contains the following described error (the “Error”):

3. That the following is the correct information to give notice of the Error:

4. This Affidavit is prepared, executed and recorded, pursuant to North Carolina General Statutes §47-36.1 (the “Statute”), for the purpose of giving notice of the error in the Instrument pursuant to the Statute.

This ___ day of ___________, 20_____.

____________________, Attorney At Law, Affiant

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STATE OF NORTH CAROLINA

COUNTY OF ________

I, the undersigned, a Notary Public in and for the County and State aforesaid, hereby certify that __________ Attorney at Law and Affiant ("Affiant"), personally known to me or known to me by said Affiant's presentation of said Affiant's North Carolina Driver's License, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

Witness my hand and official stamp or seal, this ___ day of ______, 20___.

____________________________________
Notary Public

(STAMP OR SEAL)

My Commission expires: __________________
Suggested G.S. 47-36.1 Affidavit

Prepared by and after recording hold for:
(Insert attorney’s name)

STATE OF NORTH CAROLINA
COUNTY OF __________

NOTICE OF TYPOGRAPHICAL OR OTHER MINOR ERROR IN PREVIOUSLY RECORDED INSTRUMENT
(Pursuant to North Carolina General Statutes §47-36.1)

Before me, the undersigned authority, personally appeared ___________ Attorney at Law (the “Affiant”), who, after being by me first duly sworn, deposes and says as follows:

1. That a written instrument (the “Instrument”), prepared and recorded by Affiant, the instrument more particularly described below, has heretofore been recorded in the Office of the Register of Deeds of _____ County, North Carolina.

A. Description of Instrument:

B. Date of Instrument:

C. Parties to Instrument:

D. Recording Information of Instrument:

2. That the Instrument contains the following described error (the “Error”):

3. That the following is the correct information to give notice of the Error:

4. This Affidavit is prepared, executed and recorded, pursuant to North Carolina General Statutes §47-36.1 (the “Statute”), for the purpose of giving notice of the error in the Instrument pursuant to the Statute.

   This ___ day of ____________, 20___.

_________________________, Attorney At Law, Affiant

AttorneysTitle.com
STATE OF NORTH CAROLINA

COUNTY OF __________

I, the undersigned, a Notary Public in and for the County and State aforesaid, hereby certify that __________, Attorney at Law and Affiant ("Affiant"), personally known to me or known to me by said Affiant’s presentation of said Affiant’s North Carolina Driver’s License, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

Witness my hand and official stamp or seal, this ___ day of ______, 20___.

________________________________________
Notary Public

(STAMP OR SEAL)

My Commission expires: ________________
Exhibit C

MODIFICATION OF DEED OF TRUST

This Modification of Deed of Trust is made and entered into this _____ day of ______, 2008, by and between ____________________ ("Grantors"); ____________________ ("Trustee"); and ____________________ ("Beneficiary");

WHEREAS, Grantors have executed a Deed of Trust to Trustee for Beneficiary, such Deed of Trust being dated _______ and recorded in Book _____, Page _____, ______________ County Registry (the “Deed of Trust”) and incorporated herein by reference as if fully set out herein. The Deed of Trust lacked a complete legal description and the Grantors now wish to modify the Deed of Trust by adding the following property (hereinafter referred to as “Additional Collateral”) as security for the debt secured by the Deed of Trust:

See attached Exhibit A

NOW THEREFORE, the Grantors, in consideration of the premises and the sum of One and 00/100 Dollars and other valuable consideration ($1.00 & O.V.C.), the receipt of which is hereby acknowledged, have bargained and sold and by these presents do hereby grant, bargain, sell and convey unto the Trustee the Additional Collateral which shall be held by the Trustee upon the same terms and conditions as are set out in the Deed of Trust; and all terms and conditions of the Deed of Trust shall apply to and include the Additional Collateral as if the Additional Collateral had been included in the Deed of Trust; and in the event of foreclosure under the terms and conditions of the Deed of Trust, the Trustee shall include in its foreclosure and sale the Additional Collateral in the same manner as if the Additional Collateral had been included in the Deed of Trust.

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IN WITNESS WHEREOF, the Grantors have hereunto set their hands, the day and year first above written.

________________________________________

________________________________________

STATE OF NORTH CAROLINA

COUNTY OF _______________________

I, the undersigned, a Notary Public of the County and State aforesaid, certify that __________________________

________________________________________(Grantors), personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this ___ day of ________, 2008.

________________________________________

Notary Public

My Commission Expires: __________________________

Exhibit C – Page 2
MODIFICATION OF DEED OF TRUST

This Modification of Deed of Trust is made and entered into this ___ day of ______, 2008, by and between ___________________ ("Grantors"); ________________ ("Trustee"); and ____________________, ("Beneficiary");

WHEREAS, Grantors have executed a Deed of Trust to Trustee for Beneficiary, such Deed of Trust being dated _______ and recorded in Book ____, Page _____, ________________ County Registry (the "Deed of Trust") and incorporated herein by reference as if fully set out herein. The Deed of Trust lacked a complete legal description and the Grantors now wish to modify the Deed of Trust by adding the following property (hereinafter referred to as "Additional Collateral") as security for the debt secured by the Deed of Trust:

See attached Exhibit A

NOW THEREFORE, the Grantors, in consideration of the premises and the sum of One 00/100 Dollars and other valuable consideration ($1.00 & O.V.C.), the receipt of which is hereby acknowledged, have bargained and sold and by these presents do hereby grant, bargain, sell and convey unto the Trustee the Additional Collateral which shall be held by the Trustee upon the same terms and conditions as are set out in the Deed of Trust; and all terms and conditions of the Deed of Trust shall apply to and include the Additional Collateral as if the Additional Collateral had been included in the Deed of Trust; and in the event of foreclosure under the terms and conditions of the Deed of Trust, the Trustee shall include in its foreclosure and sale the Additional Collateral in the same manner as if the Additional Collateral had been included in the Deed of Trust.

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IN WITNESS WHEREOF, the Grantors have hereunto set their hands, the day and year first above written.

________________________________________

________________________________________

STATE OF NORTH CAROLINA

COUNTY OF ______________________

I, the undersigned, a Notary Public of the County and State aforesaid, certify that ____________________________ (Grantors), personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this ___ day of ________, 2008.

________________________________________

Notary Public

My Commission Expires: ____________________

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Exhibit D

REAFFIRMATION, RE-EXECUTION AND REACKNOWLEDGEMENT
OF PREVIOUSLY RECORDED DEED OF TRUST

The undersigned hereby reaffirms and reacknowledges the terms and conditions of that certain Deed of Trust recorded on _____ day of __________, __________, in Book _____, page _____, __________ County Registry, by and between Grantor/ Borrower: ____________________________, and Beneficiary: ____________________________, which terms and conditions are incorporated herein by reference as if fully set forth herein.

The undersigned hereby acknowledges that the purpose for the recording of this reaffirmation, re-execution and reacknowledgment of said instrument is:

To the extent not inconsistent herewith, the undersigned hereby ratifies and reaffirms the terms, conditions and conveyances contained in the above-referenced instrument incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned has duly executed this instrument, this the ____ day of __________, __________.

______________________________ (SEAL)

Title: Grantor/ Borrower

______________________________ (SEAL)

Title: Grantor/Borrower
Exhibit D – Page 2

NORTH CAROLINA
COUNTY OF WAKE

I, the undersigned notary public, do hereby certify that, each personally appeared before me this day and acknowledged the due execution of the foregoing and annexed instrument.

Witness my hand and notary seal, this ___ day of ________, ________.

______________________________ Notary Public

______________________________ Printed Name of Notary

My Commission Expires: ____________________
REAFFIRMATION, RE-EXECUTION AND REACKNOWLEDGEMENT
OF PREVIOUSLY RECORDED DEED OF TRUST

The undersigned hereby reaffirms and reacknowledges the terms and conditions of that certain Deed of Trust recorded on _____ day of ________, ________, in Book _____, page _____, ________ County Registry, by and between Grantor/Borrower: ______________________, and Beneficiary: ______________________, which terms and conditions are incorporated herein by reference as if fully set forth herein.

The undersigned hereby acknowledges that the purpose for the recording of this reaffirmation, re-execution and reacknowledgment of said instrument is:

To the extent not inconsistent herewith, the undersigned hereby ratifies and reaffirms the terms, conditions and conveyances contained in the above-referenced instrument incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned has duly executed this instrument, this the ____ day of ________, ________.

______________________________________(SEAL)

Title: Grantor/Borrower

______________________________________(SEAL)

Title: Grantor/Borrower
NORTH CAROLINA
COUNTY OF WAKE

I, the undersigned notary public, do hereby certify that,

__________________________________________, each
personally appeared before me this day and acknowledged the due execution of the
foregoing and annexed instrument.

Witness my hand and notary seal, this _____ day of ________, ________.

__________________________________________
Notary Public

__________________________________________ Printed Name of Notary

My Commission Expires: ____________________
Exhibit E

AFFIDAVIT OF CORRECTION OF NOTARIAL CERTIFICATE

Prepared by: ____________________________________________________________

The undersigned Affiant, being first duly sworn, hereby swears or affirms that the
__________________________ (name or type of original instrument
containing notarial certificate being corrected) recorded on __________________________ (date)
in Book __________, Page __________, ___________________________________ County Registry, by and between
Grantor, ________________________________________________________________
Trustee, ________________________________________________________________
and Grantee, ___________________________________________________________
contained the following error:

The notarial certificate ____________________________________________________

Affiant is the notary who performed the notarial act and completed the notarial certificate on the above-referenced
original instrument and makes this Affidavit for the purpose of correcting the notarial certificate contained in the
instrument. The corrected notarial certificate is attached.

A copy of the original instrument (in part or in whole) (___) is / (___) is not attached.

________________________________________
Signature of Affiant/Notary
Print or Type Name: ___________________________________

State of North Carolina  County of __________________________
Signed and sworn to (or affirmed) before me, this the ____ day
of ________________________, 20__.  
My Commission Expires:

_________________________  ______________________________
Notary Public

June 9, 2009
CORRECTED NOTARIAL CERTIFICATE FOR ATTACHMENT TO:
DOCUMENT: ____________________________
DATED: ________________________________
GRANTOR: ____________________________
TRUSTEE: ____________________________
GRANTEE: ____________________________
RECORDED ON ________________________
IN BOOK ________________, PAGE __________, ________________________ COUNTY REGISTRY.

State of ____________________________
County of ____________________________

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: ____________________________ [insert name(s) of principal(s)].

Date: ________________________________

____________________________________, Notary Public
Notary’s Printed or Typed Name

(Official/Notarial Seal) My commission expires: ____________________________

Exhibit E – Page 2

June 9, 2009
AFFIDAVIT OF CORRECTION OF NOTARIAL CERTIFICATE

Prepared by: __________________________________________

The undersigned Affiant, being first duly sworn, hereby swears or affirms that the ________________________________ (name or type of original instrument containing notarial certificate being corrected) recorded on __________________________ (date) in Book __________, Page __________, __________________________ County Registry, by and between Grantor, ________________________________, ________________________________, and Grantee, ________________________________, contained the following error:

The notarial certificate ________________________________

Affiant is the notary who performed the notarial act and completed the notarial certificate on the above-referenced original instrument and makes this Affidavit for the purpose of correcting the notarial certificate contained in the instrument. The corrected notarial certificate is attached.

A copy of the original instrument (in part or in whole) (___) is / (___) is not attached.

Signature of Affiant/Notary
Print or Type Name: ________________________________

State of North Carolina  County of __________________________

Signed and sworn to (or affirmed) before me, this the ____ day of __________________________, 20__.

My Commission Expires:

____________________  __________________________
Notary Public

June 9, 2009
CORRECTED NOTARIAL CERTIFICATE FOR ATTACHMENT TO:

DOCUMENT: ____________________________________________________________

DATED: ______________________________________________________________

GRANTOR: ____________________________________________________________

TRUSTEE: ____________________________________________________________________________

GRANTEE: ____________________________________________________________________________

RECORDED ON __________________________, PAGE ___________________, ____________________ COUNTY REGISTRY.

__________________________________________________________________________

State of __________________________

County of __________________________

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: ___________________________ [insert name(s) of principal(s)].

Date: ____________________________

______________________________, Notary Public

Notary's Printed or Typed Name

(Official/Notarial Seal) My commission expires: ____________________________

June 9, 2009