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This Instrument Prepared by and  
Returned to After Recording:  
New South Federal Savings Bank 2009 064788  
210 Automation Way, MSN 06748  
Birmingham, AL 35210

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2009 SEP 23 AM 9:43

MICHAEL A. BROWN  
RECORDER



Loan #0025254103

### SCRIVENER'S AFFIDAVIT

The undersigned representative certifies that by inadvertent mistake a clerical error was made when preparing and recording the Mortgage to Julie A. Dolato, A Single Woman, to Global Lending Group, Inc. (lender), of record in Instrument no. 2008-029808 on April 24, 2008 and Assigned from Global Lending Group, Inc. to New South Federal Savings Bank of record in Instrument no. 2009-016945 on March 18, 2009 in the public records of Lake County, Indiana.

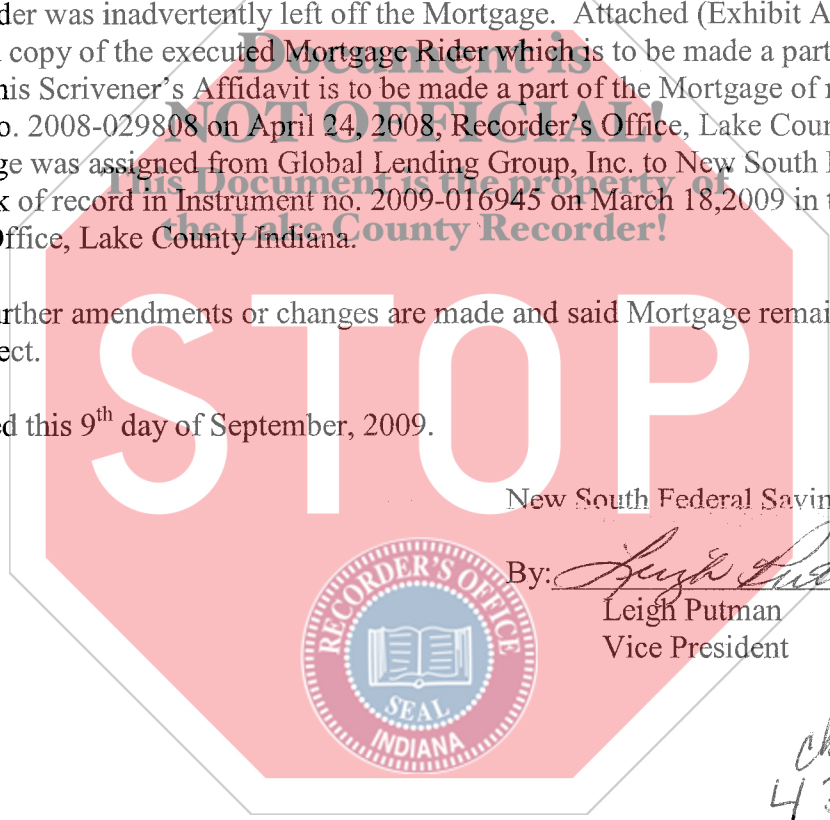
The correct Note Date should be April 11, 2008 in Paragraphs (A) and (D) of Page 1, Page 1 of the 1-4 Family Rider and Page 1 of the Mortgage Rider. Also, the Mortgage Rider was inadvertently left off the Mortgage. Attached (Exhibit A) is a True and Certified copy of the executed Mortgage Rider which is to be made a part of the Mortgage. This Scrivener's Affidavit is to be made a part of the Mortgage of record in Instrument no. 2008-029808 on April 24, 2008, Recorder's Office, Lake County, Indiana. Said Mortgage was assigned from Global Lending Group, Inc. to New South Federal Savings Bank of record in Instrument no. 2009-016945 on March 18, 2009 in the Recorder's Office, Lake County Indiana.

No further amendments or changes are made and said Mortgage remains in full force and effect.

Signed this 9<sup>th</sup> day of September, 2009.

New South Federal Savings Bank

By:   
Leigh Putman  
Vice President



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STATE OF ALABAMA  
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Leigh Putman, whose name as Vice-President is signed to the foregoing instrument and who is known to me, acknowledges before me on this day, that being informed of the contents of the conveyance, she in her capacity as such officer executed the same voluntarily on the day the same bears date, with full authority for and as the act of said corporation.

Given under my hand and seal this the 9<sup>th</sup> day of September, 2009.

*Leigh Ann Floyd*  
Notary Public

My Commission Expires: 12-19-09



### MORTGAGE RIDER

**THIS RIDER IS A PART OF AND FULLY INCORPORATED IN THAT CERTAIN MORTGAGE EXECUTED BY THE UNDERSIGNED DATED APRIL 11, 2008**

Arbitration; Dispute Resolution; Preservation of Foreclosure Remedies. (a) For purposes of the Note or this Mortgage, Borrower and Lender agree that this transaction involves substantial interstate commerce. Except as otherwise specifically set forth herein, and **IN LIEU OF BORROWER'S AND LENDER'S RIGHTS TO A JURY TRIAL AND THE RIGHT TO ASSERT A CLAIM FOR PUNITIVE DAMAGES, ATTORNEY'S FEES AND OTHER MATTERS MORE PARTICULARLY DESCRIBED HEREIN**, any action, dispute, claim, counterclaim or controversy ("Dispute" or "Disputes"), between Borrower and Lender, including any claim based on or arising from an alleged tort, shall be resolved in Indianapolis, Indiana by **ARBITRATION** as set forth below. The term "Disputes" shall include all actions, disputes, claims, counterclaims or controversies arising in connection with the Note or this Mortgage, any collection of any indebtedness owed to Lender, any security or collateral given to Lender, any action taken (or any omission to take any action) in connection with any of the above, any past, present and future agreement between or among Borrower and Lender (including the Mortgage), and any past, present or future transactions between or among Borrower and Lender. Without limiting the generality of the above, Disputes shall include actions commonly referred to as lender liability actions.

This Rider which is part of your Deed of Trust/Mortgage requires that you submit to arbitration to resolve any dispute arising out of or relating in any way to your Note and/or Deed of Trust/Mortgage. However, in the event your loan is ever sold to FHLMC ("Freddie Mac"), FNMA ("Fannie Mae") or the Federal Home Loan Bank of Atlanta, this Rider will be immediately null and void on the date your Loan is sold and cannot be reinstated. At which time, you will be free to choose to exercise any of your rights or enforce any remedies under your loan through the court system.

[Borrower Initials \_\_\_\_\_ ]

(b) Except as otherwise provided herein, all Disputes shall be resolved by binding arbitration in accordance with Title 9 of the U.S. Code and the Arbitration Rules for Commercial Financial Disputes (the "Rules") of the American Arbitration Association (the "AAA"). All defenses, including those defenses based on statutes of limitation, estoppel, waiver, laches and similar doctrines, that would otherwise be applicable to an action brought by a party, shall be applicable in any such arbitration proceeding, and the commencement of an arbitration proceeding with respect to the Note or this Mortgage shall be deemed the commencement of an action for such purposes.

(c) Notwithstanding the foregoing, Borrower agrees that Lender shall have the right, but not the obligation, to submit to and pursue in a court of law any claim against Borrower for a debt due. Borrower agrees that, if Lender pursues such a claim in a court of law, (1) Lender's failure to assert any additional claim in such proceeding shall not be deemed a waiver of, or estoppel to pursue, such claim as a claim or counterclaim in arbitration as set forth above, and (2) the institution or maintenance of a judicial action hereunder shall not constitute a waiver of the right of any party to submit any other action, dispute, claim, or controversy as described above, even though arising out of the same transaction or occurrence, to binding arbitration as set forth herein.



**CERTIFY THAT THIS IS A TRUE AND  
CORRECT COPY OF THE ORIGINAL**

*[Handwritten Signature]*

(d) No provision of, nor the exercise of any rights under this section, shall limit Lender's right (1) to foreclose against any real or personal property by exercise of a power of sale under this Mortgage, or by exercise of any rights of foreclosure or of sale under applicable law, (2) to exercise self-help remedies such as set-off, or (3) to obtain provisional or ancillary remedies such as injunctive relief, attachment or the appointment of a receiver from a court having jurisdiction before, during or after the pendency of any arbitration or referral. The institution and maintenance of an action for judicial relief or pursuit of provisional or ancillary remedies or exercise of self-help remedies shall not constitute a waiver of the right of any party, including the plaintiff in such an action, to submit the Dispute to arbitration or in the case of actions on a debt, to judicial resolution.

(e) Whenever arbitration is required hereunder, the arbitrator shall be selected in accordance with the Rules of the AAA, as modified hereby. For claims of \$50,000.00 or less, the AAA shall designate a panel of five (5) neutral potential arbitrators knowledgeable in the subject matter of the Dispute, from which one (1) mutually acceptable arbitrator will be selected by the parties, who shall determine the resolution of the Dispute. The arbitrator shall be selected applying a process of strikes, as more particularly described in the Rules. In the event the parties cannot agree on the mutually acceptable arbitrator, then the AAA shall designate the arbitrator as prescribed in the Rules. For claims more than \$50,000.00, the AAA shall designate a panel of fifteen (15) neutral potential arbitrators knowledgeable in the subject matter of the Dispute from which three (3) mutually acceptable arbitrators will be selected by the parties, who shall determine the resolution of the Dispute. The arbitrators shall be selected applying a process of strikes, as more particularly described in the Rules. In the event the parties cannot agree on three (3) mutually acceptable arbitrator(s), then, from the list, each of the parties shall designate one (1) of the neutral, potential arbitrators to serve, and the two arbitrators so designated shall select a third neutral arbitrator from the thirteen (13) remaining potential arbitrators. The panel of three (3) arbitrators shall determine the resolution of the Dispute.

(f) Subject only to the right of Lender to claim attorney's fees and injunctive relief under the terms of the Note or Mortgage, as retained by the Lender as described elsewhere herein, the parties hereto waive any right to assert a claim for, interlocutory relief (including temporary or permanent injunctions), the arbitrator(s) may not award punitive damages, treble damages, penalties, or attorney's fees and may not, without consent of the parties, consolidate the Dispute with other claims for arbitration.

(g) If for any reason a court of competent jurisdiction should declare all or any part of this Rider invalid or unenforceable, then the remainder of this Rider, or the application of such provision or provisions to persons, entities or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Rider shall be valid and enforceable to the fullest extent permitted by law and in lieu of such illegal or unenforceable provisions there shall be added automatically as part of this Rider a provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible and be valid, legal and enforceable. If the Rules are found to be invalid or unenforceable, or if a court of competent jurisdiction determines this transaction does not involve interstate commerce, then the parties agree to adopt and be bound by Indiana code § 24-4-2 et seq. or any other Indiana law governing arbitration to resolve Disputes and to the extent this Rider does not conform to specific requirements of such laws, the parties hereto waive such noncompliance so as to allow the Disputes to be arbitrated under such Indiana law, with the results of such arbitration to be final and binding on the parties hereto.

(h) The terms of this Rider shall apply to all heirs, successors and assigns of Lender and Borrower.



(i) This Rider which is part of your Deed of Trust/Mortgage requires that you submit to arbitration to resolve any dispute arising out of or relating in any way to your Note and/or Deed of Trust/Mortgage. However, in the event your loan is ever sold to FHLMC ("Freddie Mac"), FNMA ("Fannie Mae") or the Federal Home Loan Bank of Atlanta, this Rider will be immediately null and void on the date your Loan is sold and cannot be reinstated. At which time, you will be free to choose to exercise any of your rights or enforce any remedies under your loan through the court system.

*Julie A. Bolato*  
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JULIE A BOLATO

(Seal)  
-Borrower

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(Seal)  
-Borrower

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