

This instrument was prepared by:

Charles D. Stewart, Jr.
Attorney at Law
4898 Valleydale Road
Suite A-2
Birmingham, Alabama 35242


20070719000337890 1/6 \$252.50
Shelby Cnty Judge of Probate, AL
07/19/2007 12:11:47PM FILED/CERT

MORTGAGE

This MORTGAGE dated May 21, 2007 and executed between **Berry, Griffin, Whatley, LLC, an Alabama limited liability company** ("Grantors") and **Jimmy Whatley** (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantors mortgage, grant, bargain sell, and convey to Seller/ Lender all of Grantors' rights, title, and interest on and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all mineral, oil, gas, geothermal and similar matters, (the "Real Property") located in Shelby County, State of Alabama:

UNITS 1222, BUILDING 12, IN EDENTON OFFICE CONDOMINIUM, A CONDOMINIUM, AS ESTABLISHED BY THAT CERTAIN DECLARATION OF CONDOMINIUM, WHICH IS RECORDED IN INSTRUMENT 20070410000163990, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, AND ANY AMENDMENTS THERETO, TO WHICH DECLARATION OF CONDOMINIUM A PLAN IS ATTACHED AS EXHIBIT "C" THERETO, AND AS RECORDED IN THE CONDOMINIUM PLAT OF EDENTON OFFICE CONDOMINIUM, IN MAP BOOK 38, PAGE 74, AND ANY FUTURE AMENDMENTS THERETO, ARTICLES OF INCORPORATION OF EDENTON OFFICE CONDOMINIUM ASSOCIATION AS RECORDED IN INSTRUMENT 20070410000163970, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA, AND TO WHICH SAID DECLARATION OF CONDOMINIUM THE BY-LAWS OF EDENTON OFFICE CONDOMINIUM ASSOCIATION, INC., ARE ATTACHED AS EXHIBIT "B" THERETO, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS ASSIGNED TO SAID UNIT, BY SAID DECLARATION OF CONDOMINIUM SET OUT IN EXHIBIT "D".

The real property is also commonly known as 122 Edenton Street, Birmingham, Alabama 35242.

THIS MORTGAGE, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantors to Lender, or any one or more of them, as well as all claims by Lender against Grantors or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantors shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor's agree that Grantor's possession and use of the property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantors may (1) remain in possession of the property as well as (2) occupy the property as their personal residence.

Duty to Maintain. Grantors shall maintain the Property in marketable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance with Environmental Laws. At its sole cost and expense, Grantors shall comply with and shall cause all occupants of the Property to comply with all Environmental Laws with respect to the disposal of refuse or waste, and/or the discharge, processing, manufacture, generation, treatment, removal, transportation, storage and handling of Hazardous Substances, and pay immediately when due the cost of removal of any such wastes or substances from, and keep the Property free of any lien imposed pursuant to such laws, rules, regulations and orders.

Grantors shall not install or permit to be installed in or on the Property, any substance containing asbestos and deemed hazardous by federal, state, or local laws, regulations, or orders respecting such material. Grantors shall further not install or permit the installation of any machinery, equipment, or fixtures containing polychlorinated biphenyls (PCB's) on or in the Property.

Grantors shall indemnify Lender and hold Lender harmless from and against all loss, cost, damage and expense (including, without limitation, attorney's fees and costs incurred in the investigation, defense and settlement of claims) that Lender may incur as a result of or in connection with the assertion against Lender of any claim relating to the presence or removal of any Hazardous Substance, or compliance with any Environmental Law.

Nuisance, Waste. Grantors shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantors shall not demolish or remove any improvements from the Real Property without Lender's prior written consent.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Regulations. Grantors shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property.

Duty to Protect. Grantors agree neither to abandon or leave unattended the Property. Grantors shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE – CONSENT OF LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantors shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges, sewer charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property.

Right to Contest. Grantors may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the property is not jeopardized.

Evidence of Payment. Grantors shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate government official to deliver to Lender at any time a written statement of the taxes and assessments against the property.

PROPERTY DAMAGE; INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage.

Maintenance of Insurance. Grantors shall procure and maintain policies of fire storm, accident and other casualty insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgage clause in favor of Lender.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Notice of Proceedings. Grantors shall immediately notify Lender in writing should all or any part of the Property become subject to any condemnation or expropriation proceedings or other similar proceedings, including without limitation, any condemnation, confiscation, eminent domain, inverse condemnation or temporary requisition or taking of the mortgaged Property, or any part or parts of the Property. Grantor shall not agree to any settlement or compromise or any condemnation or expropriation claim without Lender's prior written consent.

Lender's Participation. Lender may, at Lender's sole option, elect to participate in any such condemnation or expropriation proceedings and be represented by counsel of Lender's choice. Grantors agrees to provide Lender with such documentation as Lender may request to permit Lender to so participate.

Application of Net Proceeds. Lender shall have the right to receive all proceeds derived or to be derived from the condemnation, expropriation, confiscation, eminent domain, inverse condemnation, or any permanent or temporary requisition or taking of the Property, or any part or parts of the Property. In the event that Grantor should receive any such condemnation proceeds, Grantors agree to immediately turn over and to pay such proceeds to lender.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute and Event of Default under this Mortgage:

Payment Default. Grantors fail to make any payment when due under the indebtedness.

Default on Other Payments. Failure of Grantors within the time required by this Mortgage to make any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Grantors fail to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other Related Documents which reflect an agreement between Lender and Grantor.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantors or on Grantors' behalf, or made by Guarantor, or any other guarantor, endorser, surety, or accommodation party, under this Mortgage or the related documents in connection with the obtaining of the indebtedness evidenced by the Note or any security document directly or indirectly securing repayment of the Note is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Default in Favor of Third Parties. Should Grantors default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantors' property or Grantors' ability to repay the indebtedness or Grantors' ability to perform Grantors' obligations under this Mortgage or any related documents.

Breach of Other Agreement. Any breach by Grantors under the terms of any other agreement between Grantors and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Adverse Change. A material adverse change occurs in Grantors' financial condition, or Lender reasonably believes the prospect of payment or performance of the indebtedness is impaired.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise the following remedy, in addition to any other rights or remedies provided by law:

Accelerate Payment. In the event of default by the Borrower/Grantors, Lender shall give notice to Borrowers prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. This notice shall specify the: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform the Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date expenditure until repaid. Expenses covered by this paragraph include, without limitation, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post judgment collection services, the cost searching records, obtaining title reports, surveyors' reports and appraisal fees and title insurance.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written

notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

DEFINITIONS. The following words and terms shall have the following meanings when used in this Mortgage.

Borrower. The word "Borrowers" means Berry, Griffin, Whatley, LLC.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default."

Event of Default. The words "Event of Default" mean individually, collectively, and interchangeably any of the events of default set forth in this Mortgage in the Events of Default section of this Mortgage.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq. or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Grantors. The word "Grantors" means Berry, Griffin, Whatley, LLC

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means Jimmy Whatley

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the note or credit agreement executed by Borrowers in the principal amount \$150,910.00 dated May 21, 2007, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

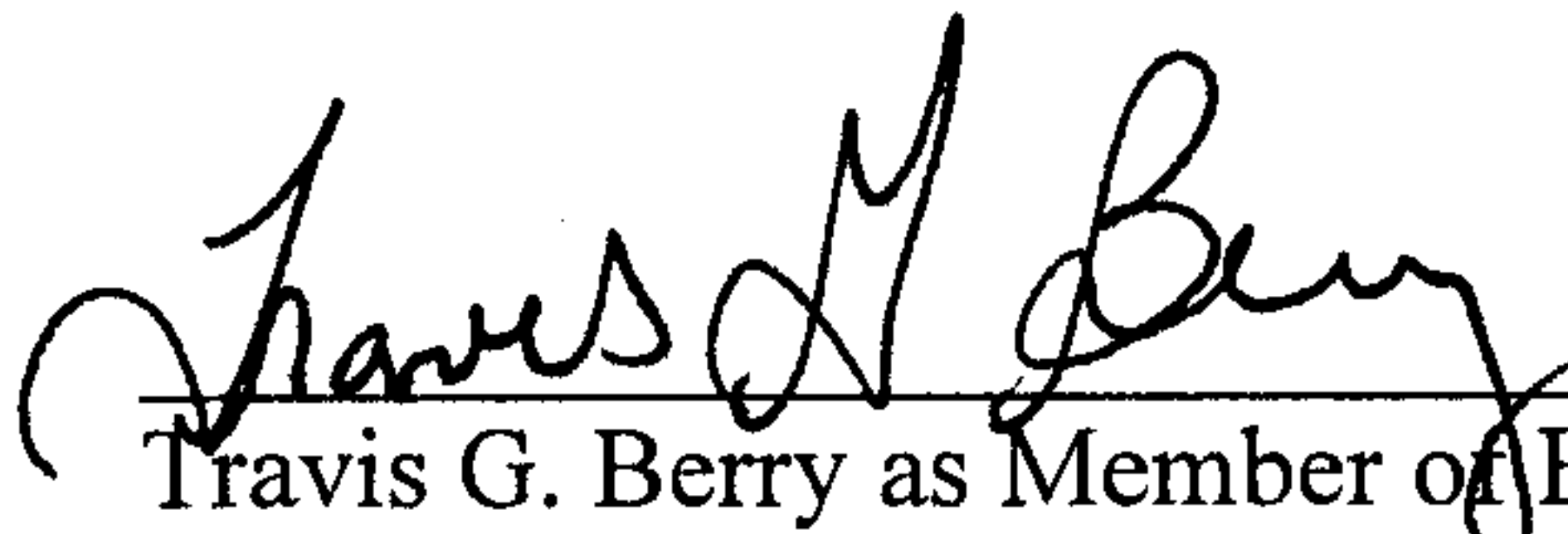
Real Property. The words "Real Property" mean the real property, interest and rights, further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, real estate contracts, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

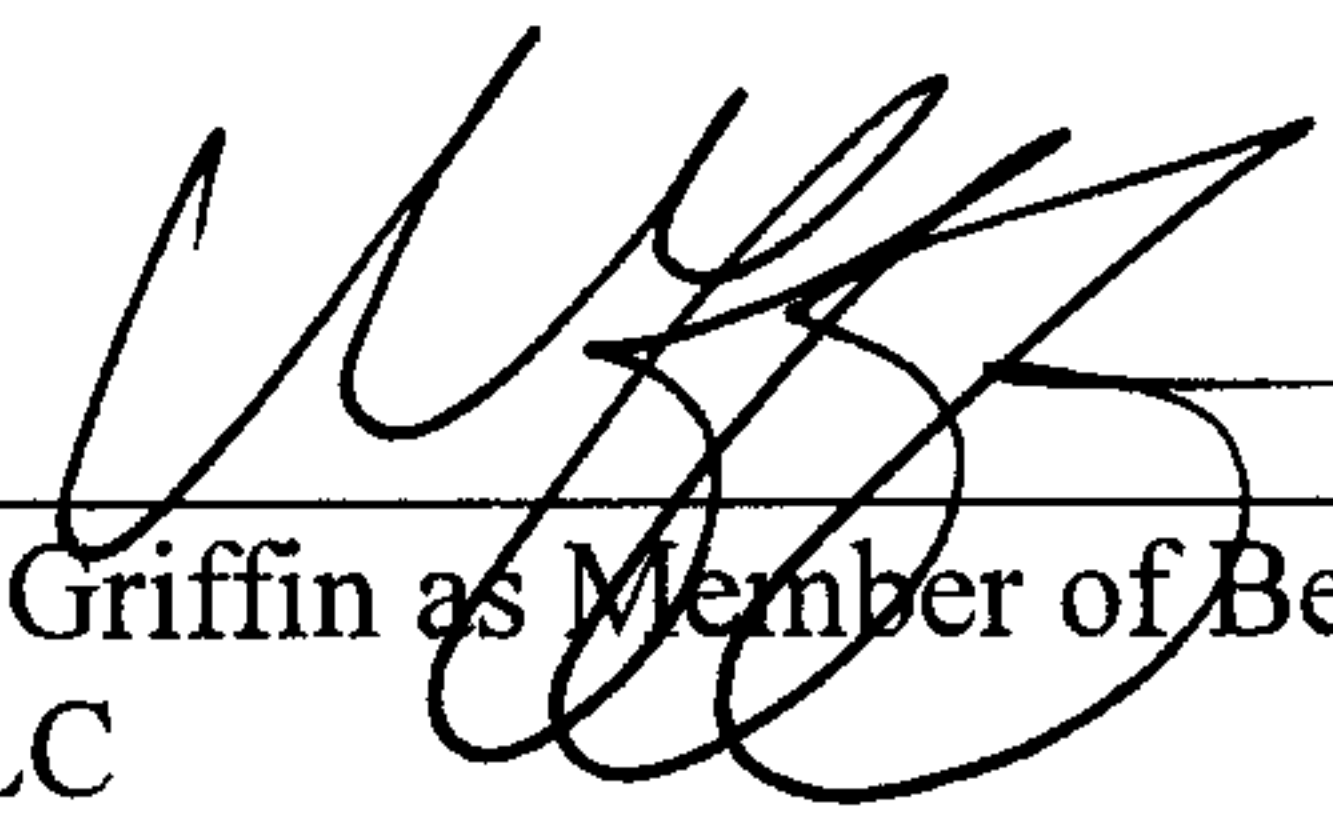
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE AND GRANTOR AGREES TO ITS TERMS.

THIS MORTGAGE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MORTGAGE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTORS:


Travis G. Berry as Member of Berry, Griffin,
Whatley, LLC

5-21-07
Date


William M. Griffin as Member of Berry, Griffin,
Whatley, LLC

5/21/07
Date

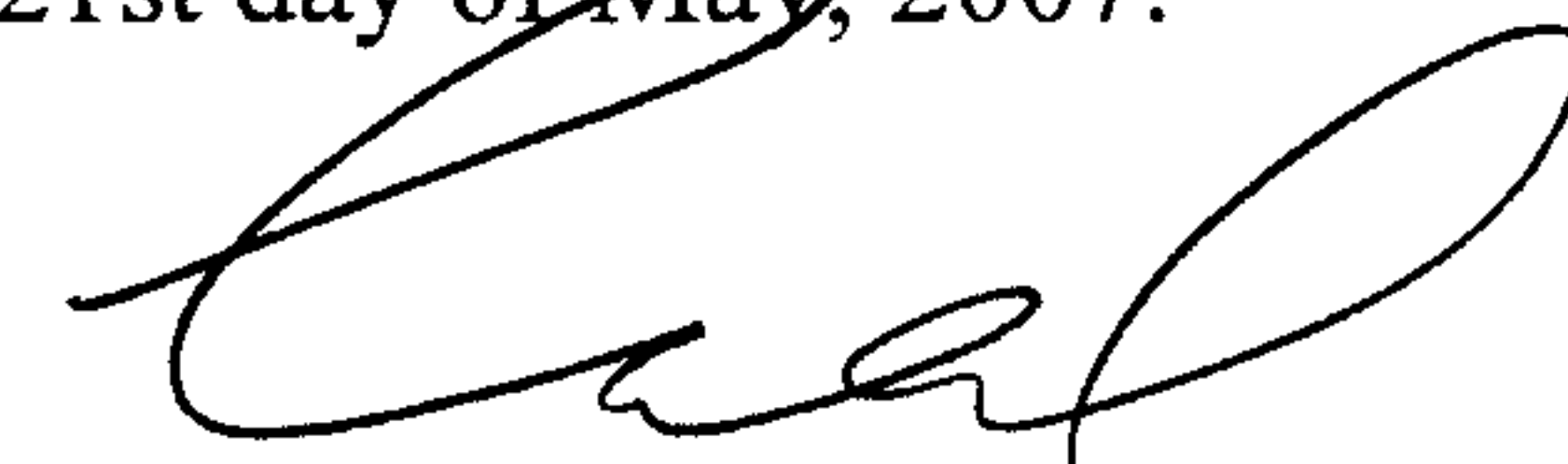
STATE OF ALABAMA
COUNTY OF SHELBY


20070719000337890 6/6 \$252.50
Shelby Cnty Judge of Probate, AL
07/19/2007 12:11:47PM FILED/CERT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that TRAVIS G. BERRY and WILLIAM M. GRIFFIN, whose names as MEMBERS of BERRY, GRIFFIN, WHATLEY, LLC, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the said instrument, they as such Managing Members and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 21st day of May, 2007.




Notary Public
Print Name: Charles D. Stewart, Jr.
Commission Expires: 4-13-08