


This instrument was prepared by:
John L. Hartman, III
P. O. Box 846
Birmingham, AL 35201-0846


20140718000219860 1/2 \$18.00
Shelby Cnty Judge of Probate: AL
07/18/2014 12:40:06 PM FILED/CERT

MORTGAGE

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Paul F. Berry and wife, Roberta L. Berry

(hereinafter called "Mortgagors", whether one or more) are justly indebted to

LEGACY COMMUNITY FEDERAL CREDIT UNION, a federally chartered credit union,

(hereinafter called "Mortgagee" whether one or more), in the sum of One Hundred Thirty-Three Thousand and 00/100 (\$133,000.00) DOLLARS, evidenced by a real estate mortgage note executed simultaneously herewith

AND WHEREAS, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW, THEREFORE, in consideration of the premises, said Mortgagors and all others executing this Mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate situated in Shelby County, State of Alabama, to-wit:

Units 200 and 250, Building 2000, according to Providence Park, a Condominium, according to the Declaration of Condominium of Providence Park as recorded in Instrument #20040802000426220, and First Amendment as recorded in Instrument #2005113000020340; and By-Laws thereto as recorded in Instrument #20040802000426220, and First Amendment as recorded in Instrument #20050113000020340, in the Office of the Judge of Probate of Shelby County, Alabama; together with an undivided interest in the Common Elements assigned to the Units, being defined in said Declaration of Condominium of Providence Park a Condominium. Said unit being more particularly described in the floor plans and architectural drawings of Providence Park, a Condominium, being attached to the Map and Survey of Providence Park, a Condominium, as recorded in Map Book 33, Page 119, in said Probate Office, being a portion of the following described property.

SUBJECT TO: (1) Taxes for the year 2014 and subsequent years; (2) Easements, building lines and restrictions as shown on recorded map; (3) Right-of-way granted to South Central Bell Telephone Company recorded in Deed Volume 320, Page 915; (4) Right-of-way granted to Alabama Power Company recorded in Deed Book 129, Page 553, Deed Book 42, Page 667 and Inst. No. 20040102000000320; (5) Transmission line permit to Alabama Fuel and Iron Company and Alabama Power Company recorded in Deed Volume 130, Page 55; (6) Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney and limitation on title created by the "Condominium Ownership Act", Charter 8, Section 35-8-1 et seq., Code of Alabama 1975, and/or the "Alabama Uniform Condominium Act of 1991", Chapter 8A, Section 35-8A-101 et seq., Code of Alabama 1975, or set forth in the Declaration of Condominium of Providence Park, a condominium dated July 12, 2004 and recorded in Inst. No. 20040802000426220, in the Probate Office of Shelby County, Alabama; in the By-Laws of Providence Park recorded in Isn't No. 20040802000426220 in said Probate Office; in the Articles of Incorporation of Providence Park, recorded in Inst. No. 200410-8837, in said Probate Office; in any instrument creating the estate or interest ; and in any other allied instrument referred to in any of the instruments aforesaid; 2nd Amendment recorded in Inst. No. 2005081900042827 and 3rd Amendment recorded in Inst. No. 2006030200009788; (7) Rights of owners of property adjoining property in and to the joint or common rights in building situated on said lots, such rights include but are not limited to roof, foundation, party walls, walkway and entrance; (8) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages.


If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in Mortgagor is transferred and Mortgagor is not a natural person) without Mortgagee's prior written consent, Mortgagee may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Mortgagee if exercise is prohibited by federal law as of the date of this Mortgage. If Mortgagee exercises this option, Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor.

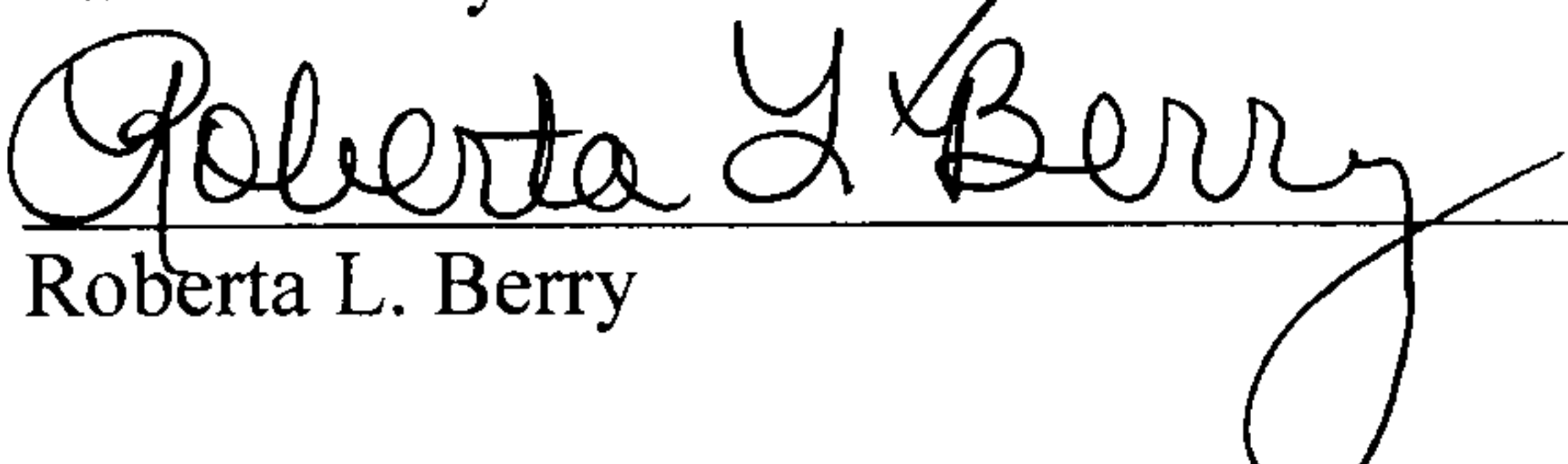
TO HAVE AND TO HOLD the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to

pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may, at Mortgagee's option, pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

UPON CONDITION, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagee may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes or other incumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefore; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this Mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF, the undersigned Paul F. Berry and Roberta L. Berry, have hereunto set their signatures and seals this the 2nd day of July, 2014.


Paul F. Berry (SEAL)


Roberta L. Berry (SEAL)

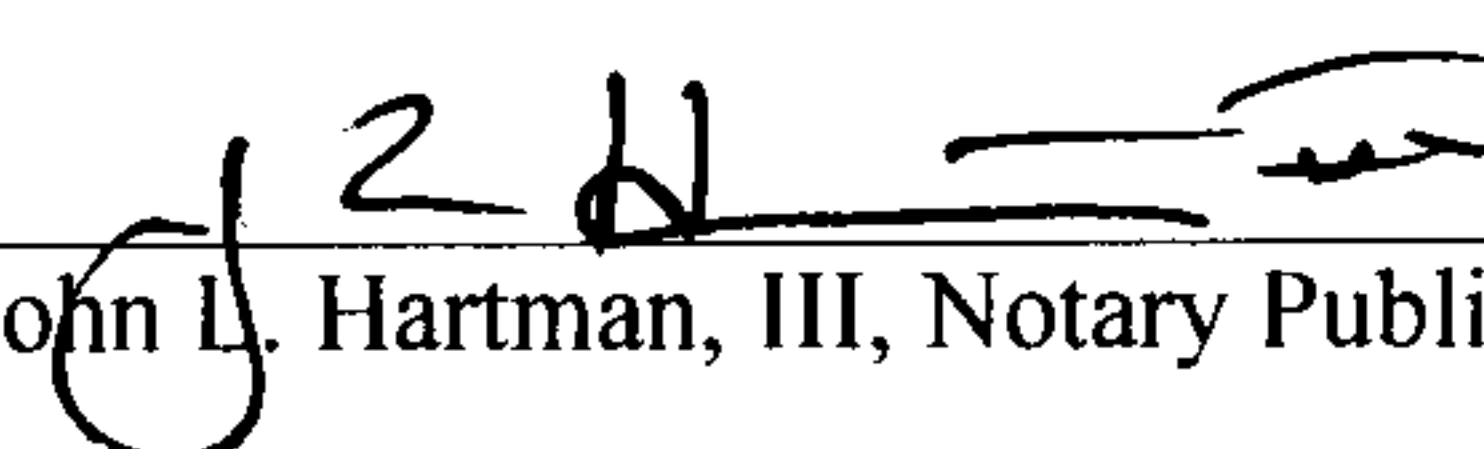
STATE OF ALABAMA
JEFFERSON COUNTY


I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Paul F. Berry** and **Roberta L. Berry**, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 2nd day of July, 2014.

My Commission Expires:

8/4/17


John L. Hartman, III, Notary Public


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