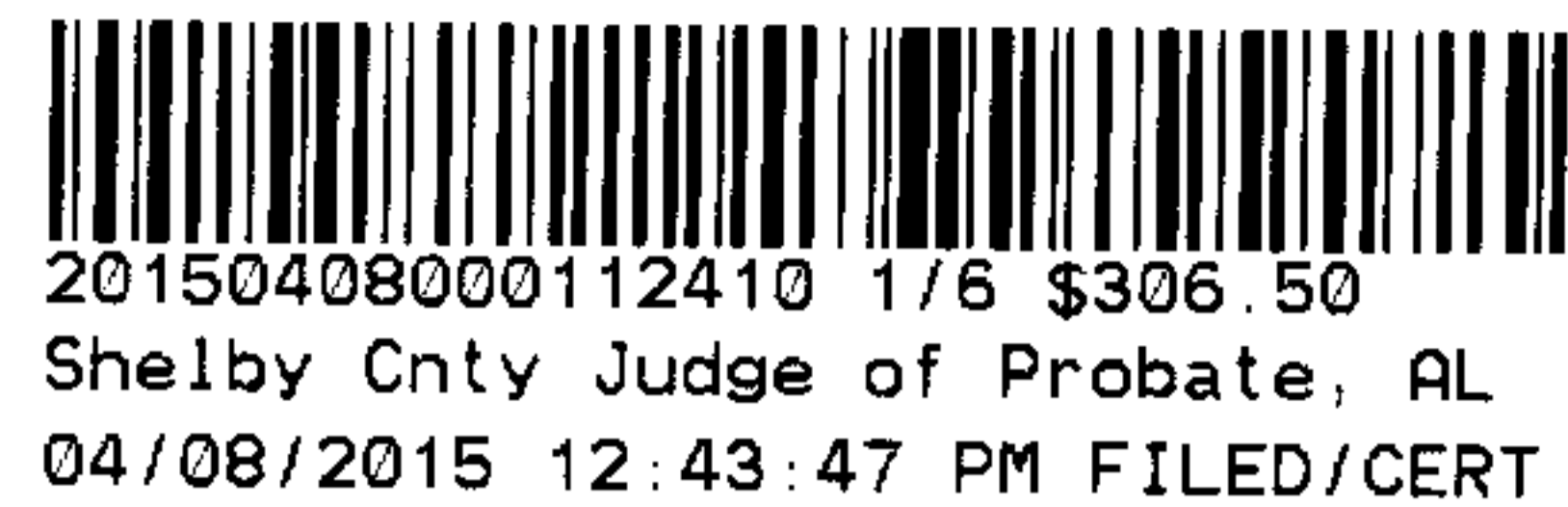


This instrument was prepared by:

Charles D. Stewart, Jr., Esq.
4898 Valleydale Road, Ste. A-2
Birmingham, Alabama 35242



MORTGAGE

This Mortgage dated March 27, 2015 is made and executed between **William P. Brown and Lee Ann Douglas Brown** (referred to below as "Borrowers") and **Jane Neidhardt Farris** whose address is 1297 Greystone Parc Drive, Birmingham, Alabama 35242 (referred to below as "Lender").

NOW THEREFORE, Borrowers do grant unto Lender a Mortgage in the following described real estate, situated in Shelby County, Alabama to-wit:

SEE ATTACHED EXHIBIT "A"

The common address for said property is 1873 Portobello Road, Birmingham, Alabama 35242.

Said property is warranted to be free from any encumbrances and against any adverse claims, except as stated above.

TO HAVE AND TO HOLD the above granted property unto the said Lender, Lender's successor, heirs, and assigns forever, and for the purpose of further securing the payment of said indebtedness, the undersigned agree(s) to the following Uniform Covenants:

1. PAYMENT OF PRINCIPAL, INTEREST AND LATE CHARGES.

Borrowers shall pay the principal and interest on the Loan amount of One Hundred Eighty-Five Thousand and 00/100 Dollars (\$185,000.00) as evidenced by the Note of the same date in payments of Nine Hundred Ten and 09/100 Dollars (\$910.09) to Lender in the payment manner as described in the Note bearing the same date along with any late charges due under the Note. Payments are deemed received by Lender when received at the location designated in the Note by Lender.

2. TAXES; LIENS. Borrowers shall pay all taxes, assessments, charges, fines and impositions attributable to the property which can attain priority over this Security Instrument. If property taxes increase on the property during the term of this Mortgage, Borrowers will be responsible for paying the difference in said increase.

3. PROPERTY INSURANCE. Borrowers are solely responsible for maintaining insurance on dwelling and property for as long as Mortgage is in effect. Borrowers are solely responsible for maintaining insurance on his personal property contained on real property.

4. PRESERVATION AND MAINTENANCE OF PROPERTY.

Borrowers shall not destroy, damage or impair the property, allow the property to deteriorate or commit waste on the Property. Borrowers shall maintain the Property in marketable condition and preserve its value. Borrowers shall promptly comply with all laws, ordinances, and regulations, including environmental, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property.

5. OCCUPYING OF PROPERTY. Borrowers may occupy property upon conveyance of title. Utilities may be placed in the Borrowers' name on that date or any subsequent date thereafter.

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

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

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

C. Other Defaults. Borrowers 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 Grantors.

D. False Statements. Any warranty, representation or statement made or furnished to Lender by Borrowers or on Borrowers' 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.

E. Default in Favor of Third Parties. Should Borrowers 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 Borrower's property or Borrowers' ability to repay the indebtedness or Borrowers' ability to perform his obligations under this Mortgage or any related documents.

F. Breach of Other Agreement. Any breach by Borrowers under the terms of any other agreement between Borrowers and Lender, including Note,

that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrowers to Lender, whether existing now or later.

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

H. Loan Not Assumable. Borrowers understand this Mortgage and the Note it secures is not assumable without the express written permission of Lender and any attempt of assumption or assignment of this Mortgage without the permission of Lender will constitute a Default.

7. 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:

A. Accelerate Payment. In the event of default by the Borrowers, Lender shall give notice to Borrowers prior to acceleration following Borrowers' breach of any covenant or agreement in this Security Instrument. This notice shall specify the following: (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 Borrowers, 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 Borrowers 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 Borrowers 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, the removal of personal property (which includes mobile homes) and any other remedies permitted by Applicable Law.

B. 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.

C. 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, Borrowers agree to keep Lender informed at all times of Borrower's current address.


8. LENDER'S DEATH. In the event of Lender's death, any balance remaining on the debt referenced in the Note of this same date and secured by this Mortgage shall be deemed due and payable to Lender's estate, heirs, successor's and/or assigns. Additionally all provisions of said Note and this Mortgage (including the provisions referenced in Section 6 of this Mortgage) shall be considered null and void and shall no longer have any of their originally stated force and effect.

BORROWERS ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE AND AGREE 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.

BY SIGNING BELOW, Borrowers acknowledge, accept and agree to the terms covenants and provisions contained in this Security Instrument on this the 27th day of March, 2015.


BORROWERS:



William P. Brown



Lee Ann Douglas Brown



Witness

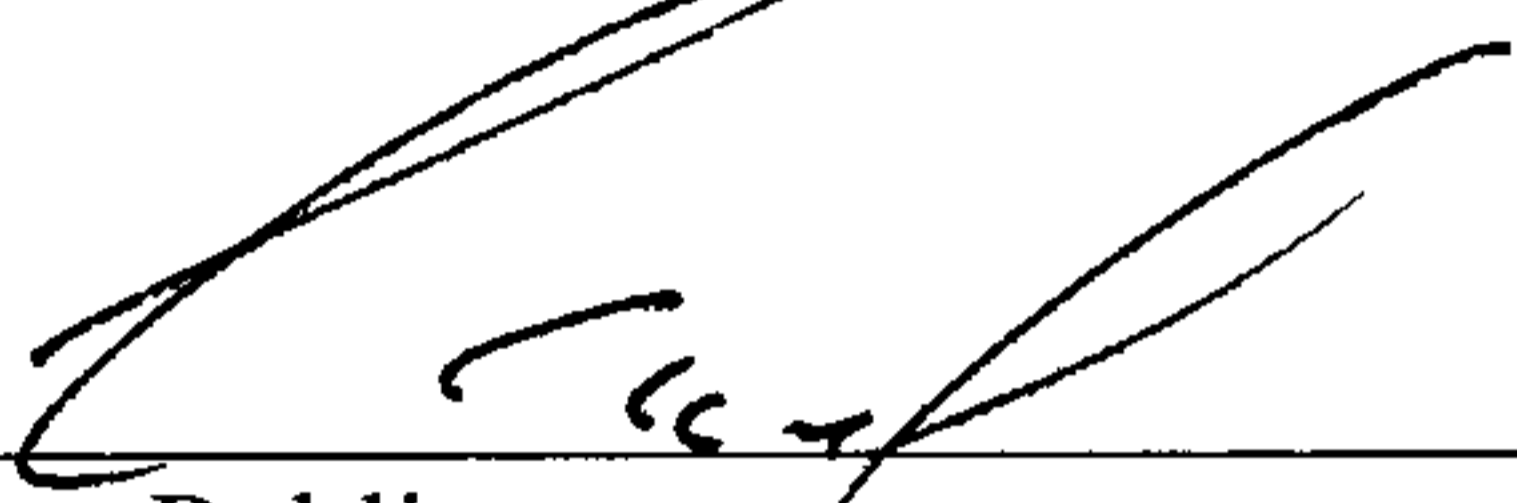


Witness

STATE OF ALABAMA)
COUNTY OF SHELBY)

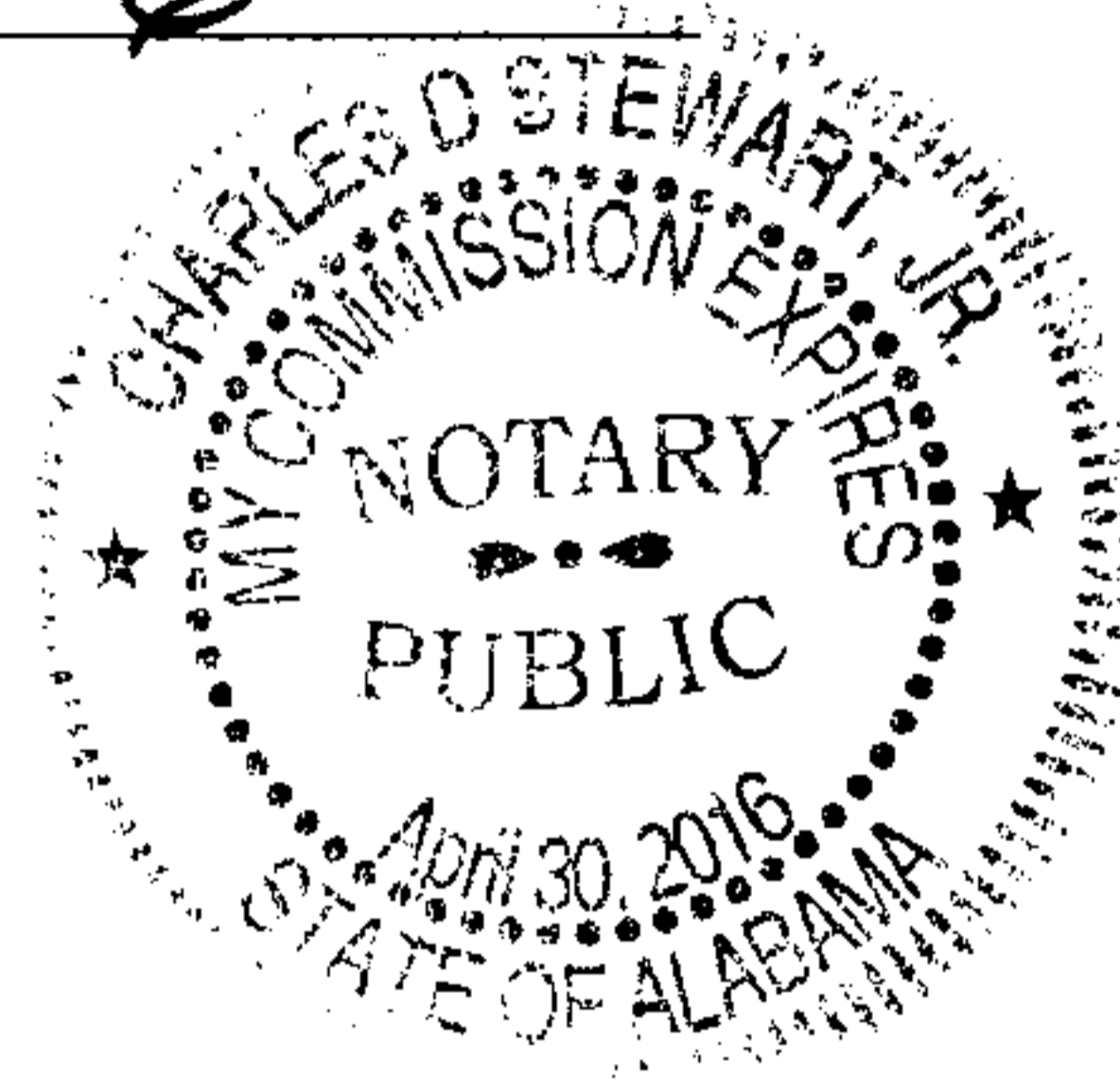
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that, William P. Brown and Lee Ann Douglas Brown, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Mortgage, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27th day of April, 2015.



Notary Public


My commission expires: 4-30-16



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Shelby Cnty Judge of Probate, AL
04/08/2015 12:43:47 PM FILED/CERT

EXHIBIT "A"

Unit 73, Building 18, in Edenton, a Condominium, as established by that certain Declaration of Condominium, which is recorded in Instrument # 20070420000184480, in the Probate Office of Shelby County, Alabama, First Amendment to Declaration of Condominium of Edenton as recorded in Instrument # 20070508000215560, Second Amendment to Declaration of Condominium of Edenton as recorded in Instrument # 20070522000237580, Third Amendment to Declaration of Condominium of Edenton as recorded in Instrument # 20070606000263790, Fourth Amendment to Declaration of Condominium of Edenton as recorded in Instrument # 20070626000297920, Fifth Amendment to Declaration of Condominium of Edenton as recorded in Instrument # 20070817000390000, Sixth Amendment to the Declaration of Condominium of Edenton as recorded in Instrument No. 20071214000565780, Seventh Amendment to Declaration of Condominium of Edenton as recorded in Instrument No. 20080131000039890, Eighth Amendment to Declaration of Condominium of Edenton as recorded in Instrument No. 20080411000148760, Ninth Amendment to the Declaration of Condominium of Edenton as recorded in Instrument No. 20080514000196360, Tenth Amendment to Declaration of Condominium of Edenton as recorded in Instrument No. 20080814000326660, Eleventh Amendment to Declaration of Condominium of Edenton as recorded in Instrument No. 20081223000473570, Twelfth Amendment to Declaration of Condominium of Edenton as recorded in Instrument No. 20090107000004030, Thirteenth Amendment to Declaration of Condominium of Edenton as recorded in Instrument No. 20090415000138180 and Fourteenth Amendment to Declaration of Condominium of Edenton as recorded in Instrument No. 20090722000282160, and any amendments thereto, to which Declaration of Condominium a plan is attached as Exhibit "C" thereto, and as recorded as the Condominium Plat of Edenton a Condominium, in Map Book 38, Page 77, and First Amended Condominium Plat of Edenton, a condominium as recorded in Map Book 39, Page 4, and the 2nd Amended Condominium Plat of Edenton, a condominium as recorded in Map Book 39, Page 79, and the 3rd Amended Condominium Plat of Edenton, a condominium as recorded in Map Book 39, Page 137 and the 4th Amended Condominium Plat of Edenton, a condominium as recorded in Map Book 40, Page 54, and any future amendments thereto, Articles of Incorporation of Edenton Residential Owners Association, Inc. as recorded in Instrument # 20070425000639250 in the Office of the Judge of Probate of Shelby County, Alabama, and to which said Declaration of Condominium the By-Laws of Edenton Residential Owners 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". Together with rights in ad to that certain Non-Exclusive Roadway Easement as set out in Instrument # 20051024000550530 in the Office of the Judge of Probate of Shelby County, Alabama.


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