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MORTAMEN 1/4

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This instrument was prepared by Deanna Harmon, CommerceOne Bank, 2100 Southbridge Pkwy, Ste.385, Birmingham, AL 35209

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is December 29, 2022. The parties and their addresses are:

MORTGAGOR:

EUGENE A. WHITLEY
Spouse of Linda W. Whitley
2496 Valleydale Road
Birmingham, AL 35244-0000

LINDA W. WHITLEY
Spouse of Eugene A. Whitley
556 Sheffield Way
Birmingham, AL 35242-0000

Eugene A. Whitley a/k/a Gene A. Whitley a/k/a E. Allen Whitley

LENDER:

COMMERCEONE BANK
Organized and existing under the laws of Alabama
2100 SouthBridge Parkway
Suite 385
Birmingham, AL 35209

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated February 5, 2019 and recorded on March 15, 2019 (Security Instrument). The Security Instrument was recorded in the records of Shelby County, Alabama at Instrument # 20190315000084200 and covered the following described Property:

Commence at the Southwest corner of the SW 1/4 of Section 16, Township 19 South, Range 2 West, Shelby County, Alabama; thence run in an Easterly direction along the South line of said 1/4 Section for a distance of 833.64 feet to the most Southerly and East corner of Lot 13, Block 1, according to the Survey of Indian Valley, First Sector, as recorded in Map Book 5, Page 43, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the left of 45 degrees 43 minutes 00



seconds and run in a Northeasterly direction along the Southeasterly line of Lots 13, 12, 11, 10, 9, 8, 7, 6, 5, and part of 4 for a distance of 1,328.12 feet to the point of beginning, from the point of beginning thus obtained; thence continue on last described course for a distance of 28.9 feet to the Southwest corner of Lot 3, Block 1; thence turn an angle to the right of 14 degrees 25 minutes 15 seconds and run in a Northeasterly direction along the South line of said Lot 3, Block 1, for a distance of 92.16 feet to the Northwest corner of Lot 1, Block 1; thence turn an angle to the right of 91 degrees 03 minutes 45 seconds and run in a Southeasterly direction along the Westerly line of said Lot 1, Block 1, for a distance of 207.32 feet to its intersection with the Northwestern right of way line of Valley Dale Road; thence turn an angle to the right of 78 degrees 15 minutes 03 seconds to the tangent of a curve to the left, having a central angle of 4 degrees 49 minutes 39 seconds and a radius of 1,469.21 feet; thence continue along the arc of said curve for a distance of 123.79 feet to a point; thence turn an angle from the tangent, if extended, to the right of 106 degrees 35 minutes 36 seconds and run in a Northwesternly direction for a distance of 228.08 feet to the point of beginning; being situated in Shelby County, Alabama.

The property is located in Shelby County at 2496 Valleydale Road, Birmingham, Alabama 35244.

2. MODIFICATION. For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

A. Maximum Obligation Limit. The maximum obligation provision of the Security Instrument is modified to read:

(1) Maximum Obligation Limit. The total principal amount secured by this Security Instrument at any one time and from time to time will not exceed \$500,000.00. Any limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

B. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts and Future Advances. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 400011417, dated February 5, 2019, from Mortgagor to Lender, with a modified maximum credit limit of \$500,000.00 and maturing on December 29, 2027.

(b) Future Advances. All future advances from Lender to Mortgagor under the Specific Debts executed by Mortgagor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Mortgagor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing.

(c) All Debts. All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Modification will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.

(d) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

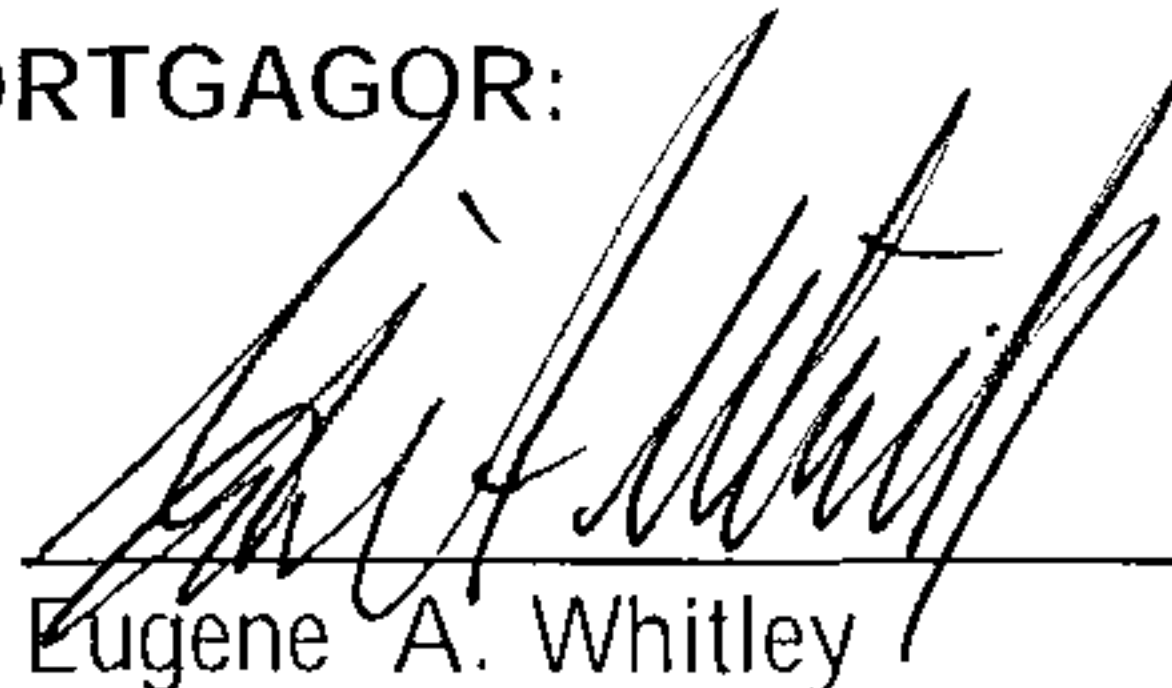
3. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell and mortgage with the power of sale the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

4. **CONTINUATION OF TERMS.** Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

5. **ADDITIONAL TERMS.** The principal amount available under the Note, which originally was \$600,000.00 (on which any required taxes already have been paid), now is decreased by \$100,000.00, as evidenced by the Debt Modification Agreement.

SIGNATURES. By signing under seal, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

MORTGAGOR:

 (Seal)
Eugene A. Whitley

Date 12-30-2022

 (Seal)
Linda W. Whitley

Date 12-30-2022

LENDER:

CommerceOne Bank

By  (Seal)
Ryan Short, SVP, Private Client

Date 12/30/22

ACKNOWLEDGMENT

Shelby OF Alabama County OF Telfer ss.

I, Joshua Perry, a notary public, hereby certify that Eugene A. Whitley, spouse of Linda W. Whitley, and Linda W. Whitley, spouse of Eugene A. Whitley, whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they executed the same voluntarily on the day the same bears date. Given under my hand this 30th day of

My commission expires:

(Notary Public)

JOSHUA PERRY
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES OCT. 01, 2025

(Lender Acknowledgment)

Shelby OF Alabama County OF Telfer ss.

I, Joshua Perry, a notary public, in and for said County in said State, hereby certify that Ryan Short, whose name(s) as SVP, Private Client of CommerceOne Bank, a corporation, is/are signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they, as such officer(s) and with full authority, executed the same voluntarily for and as the act of said corporation. Given under my hand this the 30th day of January, 2023

My commission expires:

(Notary Public)

JOSHUA PERRY
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES OCT. 01, 2025



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/09/2023 11:02:46 AM
\$34.00 CHARITY
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Allen S. Bayl