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02/28/2022 10:26:46 AM  
MORTAMEN 1/7

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## Modification of Mortgage

### With Future Advance Clause

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The date of this Mortgage ("*Security Instrument*") is February 22, 2022.

**Mortgagor**

John Grayson Hall  
Spouse of Lauren C Hall  
Lauren C Hall  
Spouse of John Grayson Hall  
316 Chateau Way  
Birmingham, AL 35242-0000

**Lender**

CommerceOne Bank  
Organized and existing under the laws of the state  
of Alabama  
2100 SouthBridge Parkway, Ste. 385  
Birmingham, AL 35209

**Date:** February 22, 2022

**Loan Number:** 400018628

**Background.** Mortgagor and Lender entered into a Security Instrument dated September 14, 2021 and recorded on September 20, 2021. The Security Instrument was recorded in the records of Judge of Probate of Shelby County, Alabama at Instrument 20210920000455910. The property is located in Shelby County at 2113 Springstone Circle, Leeds, AL 35094.

Described as: See attached Exhibit A



**Modification.** For value received, Mortgagor and Lender agree to modify the original Security Instrument. Mortgagor and Lender agree that this Modification continues the effectiveness of the original Security Instrument. The Security Instrument was given to secure the original debts and obligations (whether identified as Secured Debts, Sums Secured, or otherwise) that now have been modified. Together with this Modification, the Security Instrument now secures the following debts and all extensions, renewals, refinancings, modifications and replacements.

A promissory note between Lender and John Grayson Hall (the "*Borrower*") dated September 14, 2021 as modified by the loan modification agreement signed by Borrower and dated the same date as this Modification (the "*Loan Modification Agreement*"). The Loan Modification Agreement states that Borrower owes Lender Nine hundred thousand and 00/100 Dollars (U.S. \$900,000.00) plus interest. Borrower has promised to pay this debt in regular periodic payments and to pay the debt in full not later than September 14, 2022.

☒ **Maximum Obligation Limit.** The total principal amount secured by the Security Instrument at any one time will not exceed \$900,000.00 ☒ which is a \$350,000.00 ☒ increase ☐ decrease in the total principal amount secured. This limitation of amount does not include interest and other fees and charges validly made pursuant to the Security Instrument. Also, this limitation does not apply to advances made under the terms of the Security Instrument to protect Lender's security and to perform any of the covenants contained in the Security Instrument.


**Warranty of Title.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the property. Mortgagor also warrants that such same property is unencumbered, except for encumbrances of record.

**Continuation of Terms.** Except as specifically amended in this Modification, all terms of the Security Instrument remain in effect.

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

Signed, sealed and delivered:

**Mortgagor**

  
John Grayson Hall  
2/22/22  
Date  
Seal

  
Lauren C Hall  
2/22/22  
Date  
Seal

**Lender**

**CommerceOne Bank**

*a/an Alabama Corporation*

Andrew Willoughby 2/22/22  
Date

**Acknowledgment**

State of Alabama

County of Jefferson

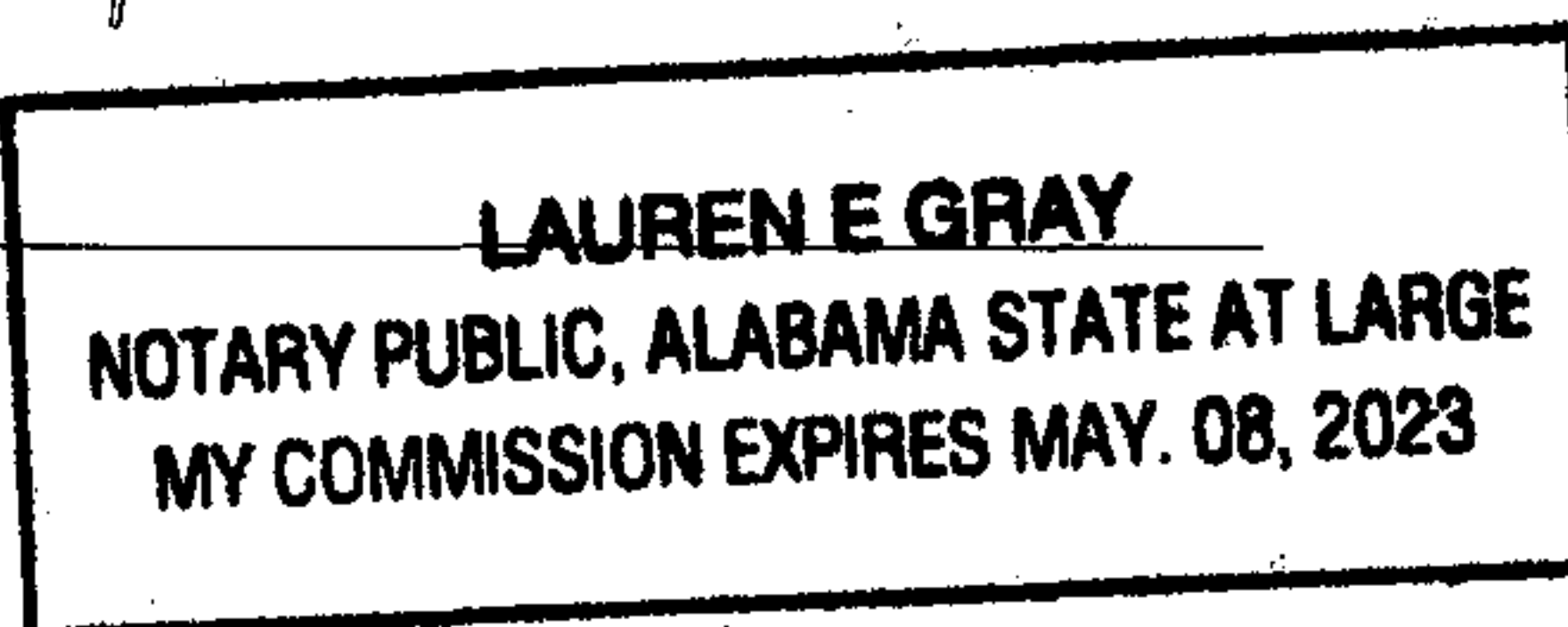
I Lauren Gray a notary public, hereby certify that John Grayson Hall whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand 22 February 2022

Lauren Gray  
Notary Public

Lauren Gray  
(Print Name)

My commission expires: \_\_\_\_\_



**Acknowledgment**

State of Alabama

County of Jefferson

I Lauren Gray a notary public, hereby certify that Lauren C Hall 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 22 February 2022

Lauren Gray  
Notary Public

Lauren Gray  
(Print Name)

My commission expires: \_\_\_\_\_

LAUREN E GRAY  
NOTARY PUBLIC, ALABAMA STATE AT LARGE  
MY COMMISSION EXPIRES MAY 08, 2023

**Acknowledgment**

State of Alabama

County of Jefferson

I Lauren Gray a notary public, hereby certify that Andrew Willoughby whose name(s) as SVP Commercial Banking of CommerceOne Bank, 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, as such known person and with full authority, executed the same voluntarily for and as the act of said CommerceOne Bank.

Given under my hand 22 February 2022

Lauren Gray  
Notary Public

Lauren Gray  
(Print Name)

My commission expires: \_\_\_\_\_

LAUREN E GRAY  
NOTARY PUBLIC, ALABAMA STATE AT LARGE  
MY COMMISSION EXPIRES MAY 08, 2023

**This Document Prepared By:** Crystal Seales

CommerceOne Bank  
2100 SouthBridge Pkwy, Ste. 385  
Birmingham, AL 35209

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Loan Origination Organization: CommerceOne Bank  
NMLS ID: 1758232

Loan Originator: Andrew Willoughby  
NMLS ID: 512792

EXHIBIT A

The Land is described as follows:

**Parcel V**

Commence at a three inch cap found at the Southwest corner of Section 13, Township 18 South, Range 1 West, Shelby County, Alabama and run along the West line of said section North 00 degrees, 02 minutes, 45 seconds East for a distance of 1187.09 feet to an iron pin set with a SSI cap; thence run North 00 degrees, 02 minutes, 45 seconds East along the West line of said section for a distance of 163.37 feet to an Iron pin found with a C Hatcher cap; thence run North 35 degrees, 23 minutes, 31 seconds East for a distance of 1557.76 feet to an iron pin set with a SSI cap at the point of beginning; thence run North as 35 degrees, 23 minutes, 31 seconds East for a distance of 139.57 feet to an iron pin found with a C Hatcher cap; thence run North 15 degrees, 57 minutes, 44 seconds East for a distance of 78.46 feet to an iron pin found with a C Hatcher cap; thence run North 56 degrees 20 minutes, 19 seconds East for a distance of 1018.80 feet to an iron pin set with a SSI cap; thence run South 13 degrees, 04 minutes, 53 seconds East for a distance of 387.58 feet to an iron pin set with a SSI cap; thence run South 14 degrees, 16 minutes, 40 seconds West for a distance of 617.55 feet to an Iron pin set with a SSI cap; thence run South 58 degrees, 04 minutes, 48 seconds East for a distance of 261.71 feet to an iron pin set with a SSI cap; thence run South 25 degrees 41 minutes, 09 seconds West for a distance of 95.92 feet to an iron pin set with a SSI cap; thence run South 38 degrees, 01 minutes, 48 seconds West for a distance of 202.08 feet to an iron pin set with a SSI cap set on a curve to the left having a central angle of 22 degrees, 03 minutes, 38 seconds and a radius of 436.04 feet, with a chord bearing of South 26 degrees, 59 minutes, 59 seconds West, with a chord of 166.85 feet; thence run along the arc of said curve for a distance of 167.89 feet to an Iron pin set with a SSI cap; thence run South 15 degrees, 58 minutes, 19 seconds West for a distance of 109.11 feet to an iron pin set with a SSI cap on a curve to the right having a central angle of 11 degrees, 53 minutes, 09 seconds and a radius of 677.43 feet with a chord bearing of South 21 degrees, 54 minutes, 53 seconds West, with a chord of 139.24 feet; thence run along the arc of said curve for a distance of 139.49 feet to a PK nail set; thence run South 28 degrees, 01 minute, 59 seconds West for a distance of 153.15 feet to a PK nail set; thence run North 32 degrees, 21 minutes, 29 seconds West for a distance of 1330.61 feet to the point of beginning.

Together with and subject to ingress and egress, any rights, privileges, obligations and limitations as created by covenants and Grant of Easements by and among Forty Three Investments, LLC, Shephard Gap Associates, Sidney W. Smyer, III and Highway 441 Development, Inc. as recorded in Inst #20140612000178900.

Together with and subject to ingress and egress, any rights, privileges, obligations and limitations as created by Grant of Easement dated August 10, 2015 recorded in Inst #20150819000289410.

Together with the following described non-exclusive easement for Ingress-Egress & Utilities: A 60.00 Ft. Ingress-Egress and Utility Easement (Springstone Trail-Main Road) the Centerline of which is described as follows: Commence at the Northwest Corner of the Northeast Quarter of Section 24, Township 18 South, Range 1 West and run along the North Line of said Quarter N 88 degrees 21' 32" E 84.90 Ft. to the Northwesterly Right-of-Way (80.00 Ft. ROW) of Shelby County Road 41, said Point being on a Curve to the Left having a Delta of 04 degrees 09' 11" and a Radius of 3040.00 Ft.; Thence run along the Arc of said Curve 220.35 Ft. (CB=S 44 degrees 24' 01" W C=220.30 Ft); Thence run along said Right-of-Way S 43 degrees 15' 56" W 131.25 Ft. to the Point of Beginning of said Centerline; Thence run along said Centerline N 46 degrees 16' 20" W 136.91 Ft. to the Point of a Curve to the Right having a Delta of 10 degrees 40' 19" and a Radius of 963.59 Ft.; Thence run along the Arc of said Curve 179.48 Ft. (CB=N 40 degrees 56' 10" W, C=179.22 Ft.); Thence run N 35 degrees 36' 01" W 13.10 Ft. to the End of said Inclusion. Parcel also subject to a 60.00 Ft. Ingress-Egress and Utility Easement the Centerline of which is described as follows: Begin at the End of previously described Centerline and Continue N 35 degrees 36' 01" W 95.29 Ft to the Point of a Curve to the Left having a Delta of 82 degrees 48' 58" and Radius of 181.43 Ft.; Thence run along the Arc of said Curve 262.25 Ft. (CB=N 77 degrees 00' 29" W, C=240.01 Ft.); Thence run S 61 degrees 35' 02" W 96.07 Ft. to the Point of a Curve to the Right having a Delta of 26 degrees 54' 16" and a Radius of 606.20 Ft.; Thence run along the Arc of said Curve 284.65 Ft. (CB=S 75 degrees 02' 09" W, C=282.04 Ft.); Thence run S 88 degrees 29' 17" W 663.59 Ft. to the Point of a Curve to the Right having a Delta of 45 degrees 52' 34" and a Radius of 118.15 Ft.; Thence run along the Arc of said Curve 94.60 Ft. (CB=N 68 degrees 34' 26" W, C=92.09 Ft.); Thence run N 45 degrees 38' 08" W 60.11 Ft. to the Point of Beginning of a Second 60.00 Ft. Ingress - egress and Utility Easement (Springstone Circle); Thence continue on the Centerline of Main Easement N 45 degrees 38' 08" W 57.91 Ft. to the Point of a Curve to the Left having a Delta of 23 degrees 47' 39" and a Radius of 403.45 Ft.; Thence run along the arc of said Curve 167.55 Ft. (CB=N 57 degrees 31' 58" W,

C=166.35 Ft.) to the Point of a Reverse Curve to the Right having a Delta of 22 degrees 11' 03" and a Radius of 165.65 Ft.; Thence run along the Arc of said Curve 64.14 Ft. (CB=N 58 degrees 20' 16" W, C=63.74 Ft.) to the Point of a Reverse Curve to the Left having a Delta of 47 degrees 08' 14" and a Radius of 136.36 Ft.; Thence run along the Arc of said Curve 112.18 Ft. (CB=N 70 degrees 48' 52" W, C= 109.05 Ft.); Thence run S 85 degrees 37' 01" W 145.67 Ft. to the Point of a Curve to the Right having a Delta of 12 degrees 57' 34" and a Radius of 836.43 Ft.; Thence run along the Arc of said curve 189.19 Ft. (CB=N 87 degrees 54' 12" W, C=188.79 Ft.); Thence run N 81 degrees 25' 25" W 150.60 Ft. to the West Line of Section 13, Township 18 South, Range 1 West and the End of said Main Easement Centerline. This Parcel also Subject to a second 60.00 Ft (Springstone Circle) Ingress-Egress and Utility Easement the Centerline of which is described as Follows: Begin at the Point described above and run along said Centerline N 34 degrees 20' 16" E 741.48 Ft. to the Point of a Curve to the Left having a Delta 15 degrees 18' 06" and a Radius of 1116.63 Ft.; Thence run along the Arc of said Curve 298.21 Ft. (CB=N 26 degrees 41' 13" E, C=297.33 Ft.); Thence run N 19 degrees 02' 10" E 33.26 Ft. to the Point of a Curve to the Right having a Delta of 08 degrees 37' 25" and a Radius of 1262.77 Ft.; Thence run along the Arc of said Curve 190.06 Ft. (CB=N 22 degrees 54' 11" E, C=189.88 Ft.); Thence run N 27 degrees 48' 57" E 479.06 Ft. to the Point of a Curve to the Left having a Delta of 11 degrees 53' 09" and a Radius of 672.43 Ft.; Thence run along the Arc of said Curve 139.49 Ft. (CB=N 21 degrees 41' 53" E, C= 139.24 Ft.); Thence run N 15 degrees 45' 17" E 109.11 Ft. to the Point of a Curve to the Right having a Delta of 22 degrees 03' 38" and a Radius of 436.04 Ft.; Thence run along the Arc of said Curve 167.89 Ft.(CB=N 26 degrees 47' 07" E, C=166.85 Ft.); Thence run N 37 degrees 48' 46" E 202.08 Ft. to the Point of a 55.00 Ft. Radius Point at the Center of a Cul-De-Sac and the End of said Easement.

Being the same property conveyed in deed recorded in Inst #20200205000048640, in the Probate Office of Shelby County, Alabama.



Filed and Recorded  
 Official Public Records  
 Judge of Probate, Shelby County Alabama, County  
 Clerk  
 Shelby County, AL  
 02/28/2022 10:26:46 AM  
 \$565.00 BRITTANI  
 20220228000083320

*Allen S. Bayl*