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03/11/2022 11:32:28 AM  
MORTAMEN 1/3

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This instrument was prepared by Amanda Dana, CommerceOne Bank, 2100 Southbridge Parkway, Suite 385, Birmingham, AL 35209

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## MODIFICATION OF MORTGAGE

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**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is March 8, 2022. The parties and their addresses are:

**MORTGAGOR:**

**BRENDON HAIKES**  
528 Greenbriar Way  
Hoover AL 35244-0000

**CAMERON ASKEW**  
528 Greenbriar Way  
Hoover AL 35244-0000

Cameron S. Askew is one and the same as Cameron Askew.

**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 July 21, 2020 and recorded on July 31, 2020 (Security Instrument). The Security Instrument was recorded in the records of Shelby County, Alabama at 20200731000322630 Pages 1-7 and covered the following described Property:

Lot 12, according to the Amended Plat of the Final Record Plat of Heatherwood, 5th Sector, as recorded in Map Book 41, Page 86, in the Office of the Judge of Probate of Shelby County, Alabama.

The property is located in Shelby County at 528 Greenbrier Way, Hoover, Alabama 35244.

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Brendon Haikes  
Alabama Real Estate Modification

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**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. 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. 700011497, dated July 21, 2020, from Mortgagor to Lender, with a modified maximum credit limit of \$350,000.00 and maturing on July 21, 2030.

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

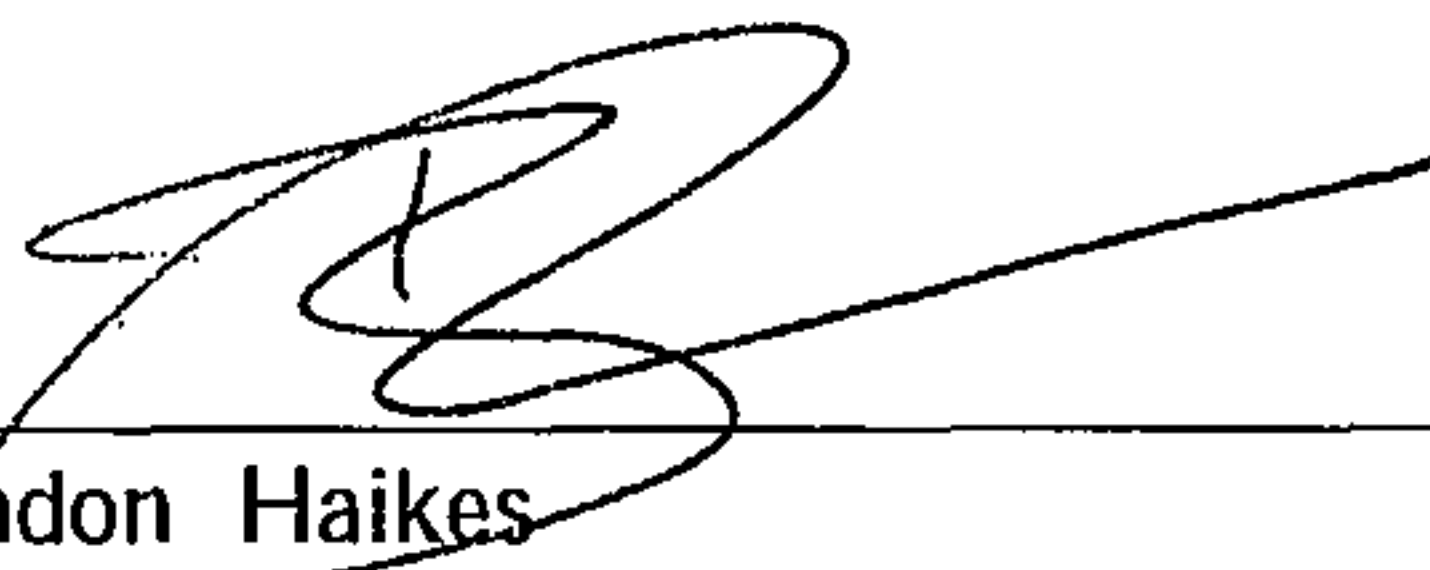
**3. WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell and mortgage with the power of sale the Property. Mortgagor also warrants that the Property is unencumbered,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

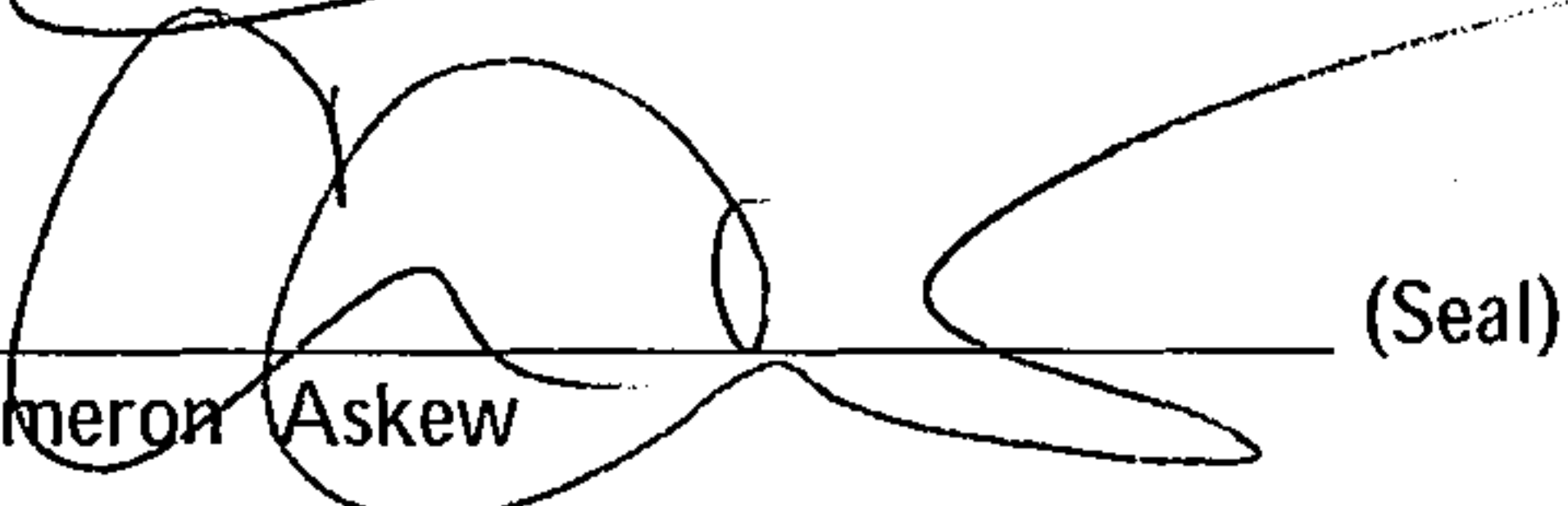
**4. CONTINUATION OF TERMS.** Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

**5. ADDITIONAL TERMS.** The principal amount available under the Note, which originally was \$200,000.00 (on which any required taxes already have been paid), now is increased by an additional \$150,000.00, 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:**

  
\_\_\_\_\_  
Brendon Haikes (Seal)

  
\_\_\_\_\_  
Cameron Askew (Seal)

**LENDER:**

CommerceOne Bank

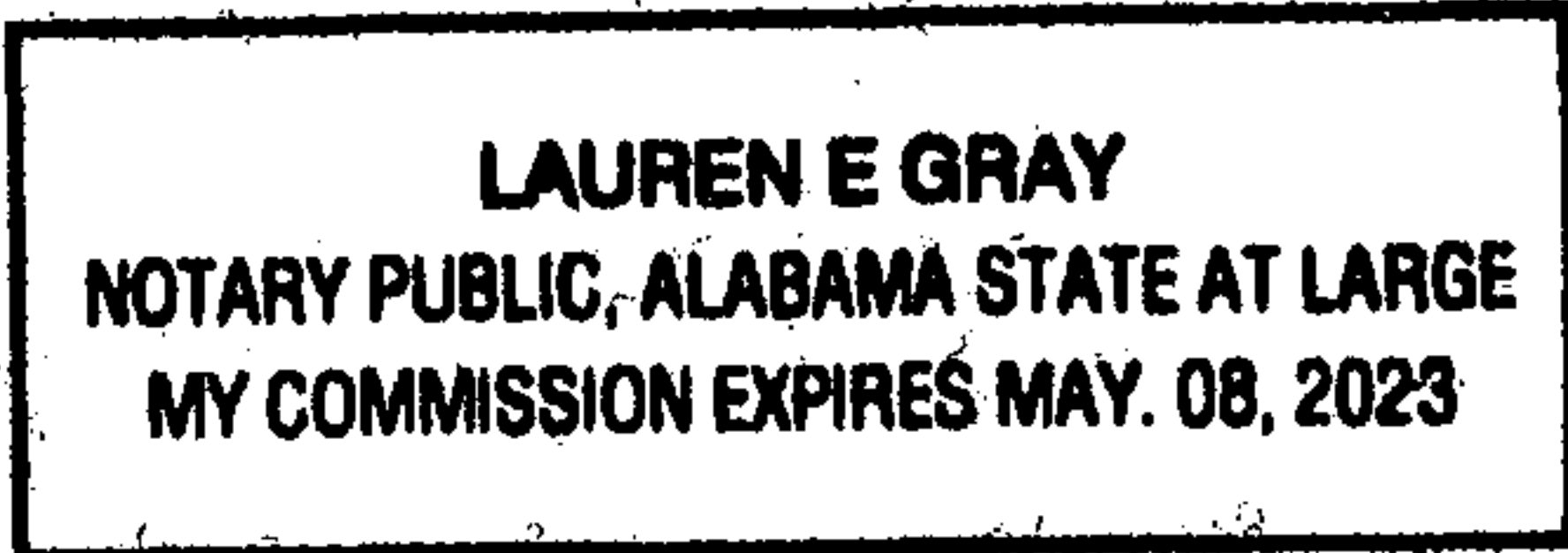
By   
\_\_\_\_\_  
Ryan Short, SVP, Private Client (Seal)

**ACKNOWLEDGMENT.**

STATE OF ALABAMA, COUNTY OF JEFFERSON ss.

I, Lauren Gray, a notary public, hereby certify that Brendon Haikes, and Cameron Askew, 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 8th day of March 2022.

My commission expires:



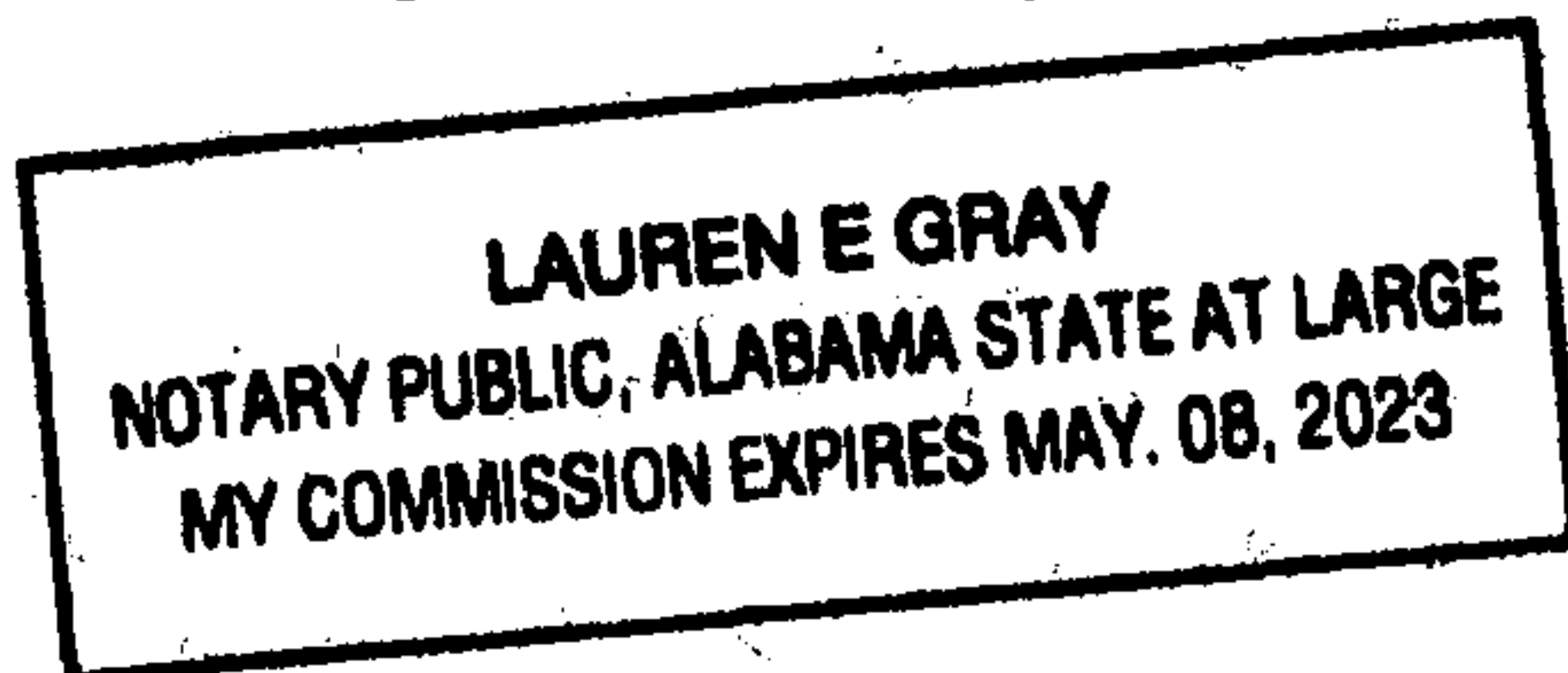
Lauren Gray  
(Notary Public)

**(Lender Acknowledgment)**

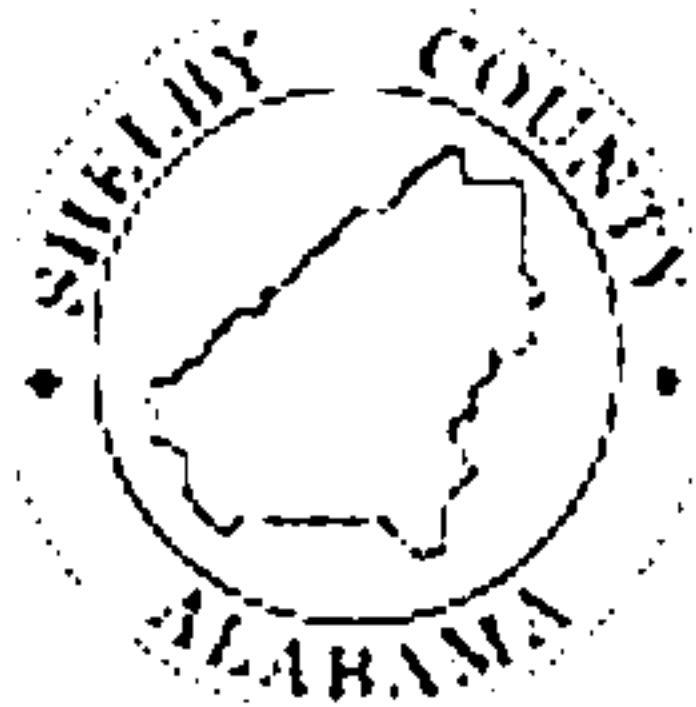
STATE OF ALABAMA, COUNTY OF JEFFERSON ss.

I, Lauren Gray, 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 voluntary for and as the act of said corporation. Given under my hand this the 8th day of March 2022.

My commission expires:



Lauren Gray  
(Notary Public)



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
03/11/2022 11:32:28 AM  
\$253.00 JOANN  
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Alicia S. Bayl