20220706000266800
07/06/2022 08:58:06 AM
MORT 1/8

Space Above This Line For Recording Data

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

MORTGAGE

(With Future Advance Clause)

DATE AND PARTIES. The date of this Mortgage (Security Instrument) is June 28, 2022. The parties and their addresses are:

MORTGAGOR:

JOHN GRAYSON HALL
Spouse of Lauren C Hall
316 Chateau Way
Birmingham, AL 35242-0000

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 Alabama
2100 SouthBridge Parkway
Suite 385
Birmingham, AL 35209

1. DEFINITIONS. For the purposes of this document, the following term has the following meaning.

A. Line of Credit. "Line of Credit" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.

2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Mortgagor's performance under this Security Instrument, Mortgagor does hereby grant, bargain, convey, sell and mortgage to Lender, with power of sale, the following described property:

The Land referred to herein below is situated in the County of Shelby, State of Alabama, and is described as follows: Parcel V Commence al 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

1232%700013600%HAA0152%6/17/2022

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 or 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 feel 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 or 436.04 feet, with a chord bearing of South 26 degrees, 59 minutes, 59 seconds West, with a chord or 166.85 feet; thence run along the arc of sold 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 10 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 95.29Â·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.

The property is located in Shelby County at 2113 Springstone Circle, Leeds, Alabama 35094.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, wells, ditches and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

3. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time and from time to time will not exceed $250,000.00. 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.

4. 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. 700013600, dated June 28, 2022, from John Grayson Hall (Borrower) to Lender, with a maximum credit limit of $250,000.00 and maturing on June 28, 2032.

B. Future Advances. All future advances from Lender to John Grayson Hall under the Specific Debts executed by John Grayson Hall 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 John Grayson Hall 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.

5. LIMITATIONS ON CROSS-COLLATERALIZATION. The cross-collateralization clause on any existing or future loan, but not including this Line of Credit, is void and ineffective as to this Line of Credit, including any extension or refinancing.

The Line of Credit is not secured by a previously executed security instrument if 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. The Line of Credit is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Real Estate Settlement Procedures Act, (Regulation X), that are required for loans secured by the Property or if, as a result, the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

The Line of Credit is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act, (Regulation Z), that are required for loans secured by the Property.

6. PAYMENTS. Mortgagor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.

7. NON-OBLIGATED MORTGAGOR. Any Mortgagor, who is not also identified as a Borrower in the Secured Debts section of this Security Instrument and who signs this Security Instrument, is referred to herein as a Non-Obligated Mortgagor for purposes of subsection 7(d)(4) of 12 C.F.R. 1002 (Regulation B) which implements the Equal Credit Opportunity Act (ECOA). By signing this Security Instrument, the Non-Obligated Mortgagor does mortgage and assign their rights and interests in the Property to secure payment of the Secured Debts, to create a valid lien, to pass clear title, to waive inchoate rights and to assign earnings or rights to payment under any lease or rent of the Property. However, the Non-Obligated Mortgagor is not personally liable for the Secured Debts by virtue of signing this Security Instrument. Nothing in this section shall be construed to modify or otherwise affect the Non-Obligated Mortgagor's obligations, if any, that were separately made with Lender in a separate agreement and duly signed by the Non-Obligated Mortgagor in the context of that separate agreement.

8. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this 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.

9. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:

A. To make all payments when due and to perform or comply with all covenants.

B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.

C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

10. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

11. DUE ON SALE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

12. WARRANTIES AND REPRESENTATIONS. Mortgagor has the right and authority to enter into this Security Instrument. The execution and delivery of this Security Instrument will not violate any agreement governing Mortgagor or to which Mortgagor is a party.

13. PROPERTY CONDITION, ALTERATIONS, INSPECTION, VALUATION AND APPRAISAL. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time and frequency for the purpose of inspecting, valuating, or appraising the Property. Lender will give Mortgagor notice at the time of or before an on-site inspection, valuation, or appraisal for on-going due diligence or otherwise specifying a reasonable purpose. Any inspection, valuation or appraisal of the Property will be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection, valuation or appraisal for its own purpose, except as otherwise provided by law.

14. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

15. ASSIGNMENT OF LEASES AND RENTS. Mortgagor absolutely, unconditionally, irrevocably and immediately assigns, grants, bargains, conveys and mortgages to Lender all the right, title and interest in the following (Property): existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including any extensions, renewals, modifications or replacements (Leases); and rents, issues and profits (Rents). In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Lender grants Mortgagor a revocable license to collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Mortgagor's default automatically and immediately revokes this license. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. When Lender so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender. Mortgagor agrees that Lender will not be considered to be a mortgagee-in-possession by executing this Security Instrument or by collecting or receiving payments on the Secured Debts, but only may become a mortgagee-in-possession after Mortgagor's license to collect, receive, enjoy and use the Rents is revoked by Lender or automatically revoked on Mortgagor's default, and Lender takes actual possession of the Property. Consequently, until Lender takes actual possession of the Property, Lender is not obligated to perform or discharge any obligation of Mortgagor under the Leases, appear in or defend any action or proceeding relating to the Rents, the Leases or the Property, or be liable in any way for any injury or damage to any person or property sustained in or about the Property. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment. This assignment is enforceable when Lender takes an affirmative action as prescribed by the law of the state where the Property is located. This Security Instrument will remain effective during any statutory redemption period until the Secured Debts are satisfied. As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants.

16. MORTGAGE COVENANTS. Mortgagor agrees that the covenants in this Security Instrument are material obligations under the Secured Debts and this Security Instrument. If Mortgagor breaches any covenant in this Security Instrument, Lender may refuse to make additional extensions of credit or may reduce the credit limit. By not exercising either remedy on Mortgagor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.

17. DEFAULT. Mortgagor will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

A. Fraud. Mortgagor engages in fraud or material misrepresentation in connection with the Secured Debts.

B. Payments. Any party obligated on the Secured Debts fails to make a payment when due.

C. Property. Any action or inaction occurs that adversely affects the Property or Lender's rights in the Property.

18. REMEDIES ON DEFAULT. In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Secured Debts and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal will become immediately due and payable, after giving notice if required by law, upon the occurrence of an Event of Default or anytime thereafter. Lender will be entitled to, without limitation, the power to sell the Property.

The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it happens again. If Lender initiates a judicial foreclosure, Lender will give the notices as required by applicable law. If Lender invokes the power of sale, Lender will publish the notice of sale, and arrange to sell all or part of the Property, as required by applicable law. Lender or its designee may purchase the Property at any sale. Lender will apply the proceeds of the sale in the manner required by applicable law. Upon any sale of the Property, Lender will make and deliver a deed without warranty or appropriate deed required by applicable law that conveys all right, title and interest to the Property that was sold to the purchaser(s). The sale of any part of the Property will only operate as a foreclosure of the sold Property, so any remaining Property will continue to secure any unsatisfied Secured Debts and Lender may further foreclose under the power of sale or by judicial foreclosure.

19. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. If Mortgagor breaches any covenant in this Security Instrument, Mortgagor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, valuating, appraising, preserving, or otherwise protecting the Property and Lender's security interest. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing, or protecting Lender's rights and remedies under this Security Instrument or any other document relating to the Secured Debts. Expenses include, but are not limited to, reasonable attorneys' fees not exceeding 15 percent of the unpaid debt after default and for an attorney who is not Lender's salaried employee, court costs, and other legal expenses. Attorneys' fees will not be collected if the unpaid balance does not exceed $300. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Mortgagor. This Security Instrument will remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.

20. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.

B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and will remain in full compliance with any applicable Environmental Law.

C. Mortgagor will immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with any Environmental Law.

D. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

21. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

22. INSURANCE. Mortgagor agrees to keep the Property insured against the risks reasonably associated with the Property. Mortgagor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Mortgagor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld. All insurance policies and renewals shall include a standard "mortgage clause" (or "lender loss payable clause") endorsement that names Lender as "mortgagee" and "loss payee". If required by Lender, all insurance policies and renewals will also include an "additional insured" endorsement that names Lender as an "additional insured". If required by Lender, Mortgagor agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The comprehensive general liability insurance must name Lender as an additional insured. The rental loss or business interruption insurance must be in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing).

Mortgagor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Mortgagor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Mortgagor will immediately notify Lender of cancellation or termination of insurance. If Mortgagor fails to keep the Property insured, Lender may obtain insurance to protect Lender's interest in the Property and Mortgagor will pay for the insurance on Lender's demand. Lender may demand that Mortgagor pay for the insurance all at once, or Lender may add the insurance premiums to the balance of the Secured Debts and charge interest on it at the rate that applies to the Secured Debts. This insurance may include lesser or greater coverages than originally required of Mortgagor, may be written by a company other than one Mortgagor would choose, and may be written at a higher rate than Mortgagor could obtain if Mortgagor purchased the insurance. Mortgagor acknowledges and agrees that Lender or one of Lender's affiliates may receive commissions on the purchase of this insurance.

23. ESCROW FOR TAXES AND INSURANCE. Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

24. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisement rights relating to the Property.

25. OTHER TERMS. The following are applicable to this Security Instrument:

A. Line of Credit. The Secured Debts include a revolving line of credit provision. Although the Secured Debts may be reduced to a zero balance, this Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

B. No Action by Lender. Nothing contained in this Security Instrument shall require Lender to take any action.

26. APPLICABLE LAW. This Security Instrument is governed by the laws of Alabama, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

27. JOINT AND SEVERAL LIABILITY AND SUCCESSORS. Each Mortgagor's obligations under this Security Instrument are independent of the obligations of any other Mortgagor. Lender may sue each Mortgagor severally or together with any other Mortgagor. Lender may release any part of the Property and Mortgagor will still be obligated under this Security Instrument for the remaining Property. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Mortgagor.

28. AMENDMENT, INTEGRATION AND SEVERABILITY. This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing. This Security Instrument and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

29. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

30. NOTICE, ADDITIONAL DOCUMENTS AND RECORDING FEES. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Mortgagor will be deemed to be notice to all Mortgagors. Mortgagor will inform Lender in writing of any change in Mortgagor's name, address or other application information. Mortgagor will provide Lender any other, correct and complete information Lender requests to effectively mortgage or convey the Property. Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Security Instrument. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and to confirm Lender's lien status on any Property, and Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

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

MORTGAGOR:

______________________________ (Seal)
John Grayson Hall

Lauren C Hall (Seal)
Lauren C Hall

LENDER:

CommerceOne Bank

By ______________________ Date 6/28/22 (Seal)
Andrew Willoughby

ACKNOWLEDGMENT.

STATE OF ALABAMA, COUNTY OF JEFFERSON ss.

I, Laura McCullers Mikos, a notary public, hereby certify that John Grayson Hall , spouse of Lauren C Hall, and Lauren C Hall , spouse of 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 this 28th day of June 2022.

My commission expires:
02|15|2025

____
(Notary Public)

(Lender Acknowledgment)

STATE OF ALABAMA, COUNTY OF JEFFERSON ss.

I, Laura McCullers Mikos, a notary public, in and for said County in said State, hereby certify that Andrew Willoughby, whose name(s) as SVP 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 28th day of June 2022.

My commission expires:
02|15|2025

____
(Notary Public)

Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County Clerk
Shelby County, AL
07/06/2022 08:58:06 AM
\$418.00 PAYGE
20220706000266800