

20221020000395300
10/20/2022 08:12:23 AM
MORTAMEN 1/5

Space Above This Line For Recording Data

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 October 13, 2022. The parties and their addresses are:

MORTGAGOR:

JOHN GRAYSON HALL
Spouse of Lauren C. Hall
2113 Springstone Circle
Leeds, AL 35094

LAUREN C. HALL
Spouse of John Grayson Hall
2113 Springstone Circle
Leeds, AL 35094

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 June 28, 2022 and recorded on July 6, 2022 (Security Instrument). The Security Instrument was recorded in the records of Shelby County, Alabama at Instrument 20220706000266800 and covered 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 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

John Grayson Hall
Alabama Real Estate Modification

AL/4XXXXXXXXX0000000002795020101222N

Wolters Kluwer Financial Services ©1996, 2022 Bankers Systems™

Page 1



1247%700013600%HAA0152%10/11/2022

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 Northwestern 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.

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

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 \$740,000.00. 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. 700013600, dated June 28, 2022, from John Grayson Hall (Borrower) to Lender, with a modified maximum credit limit of \$740,000.00 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.


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.

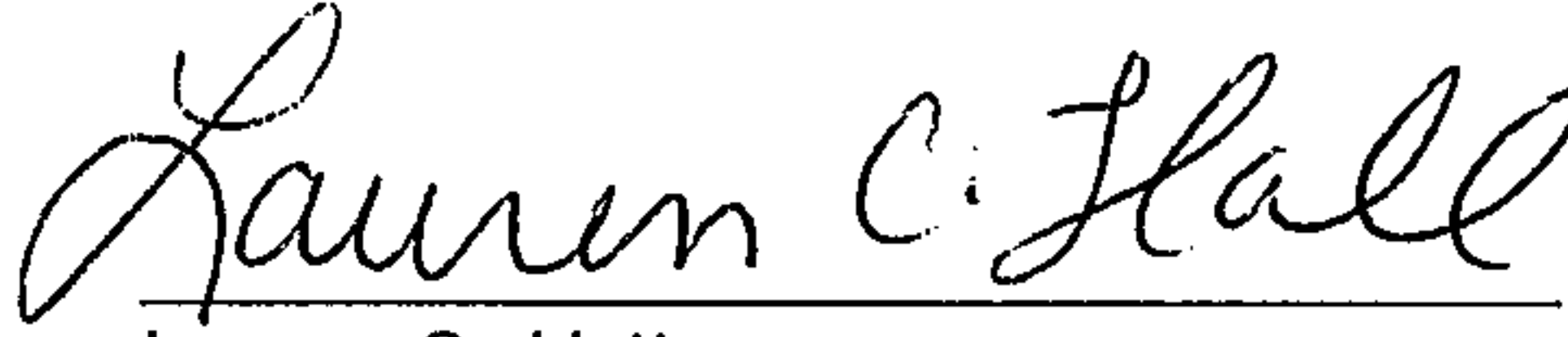
5. ADDITIONAL TERMS. The principal amount available under the Note, which originally was \$250,000.00 (on which any required taxes already have been paid), now is increased by an additional \$490,000.00, as evidenced by the Debt Modification Agreement.

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)
John Grayson Hall


Date 10/13/22

 (Seal)
Lauren C. Hall

Date 10/13/22

LENDER:

CommerceOne Bank

By  (Seal)
Gaines Belcher, Lending

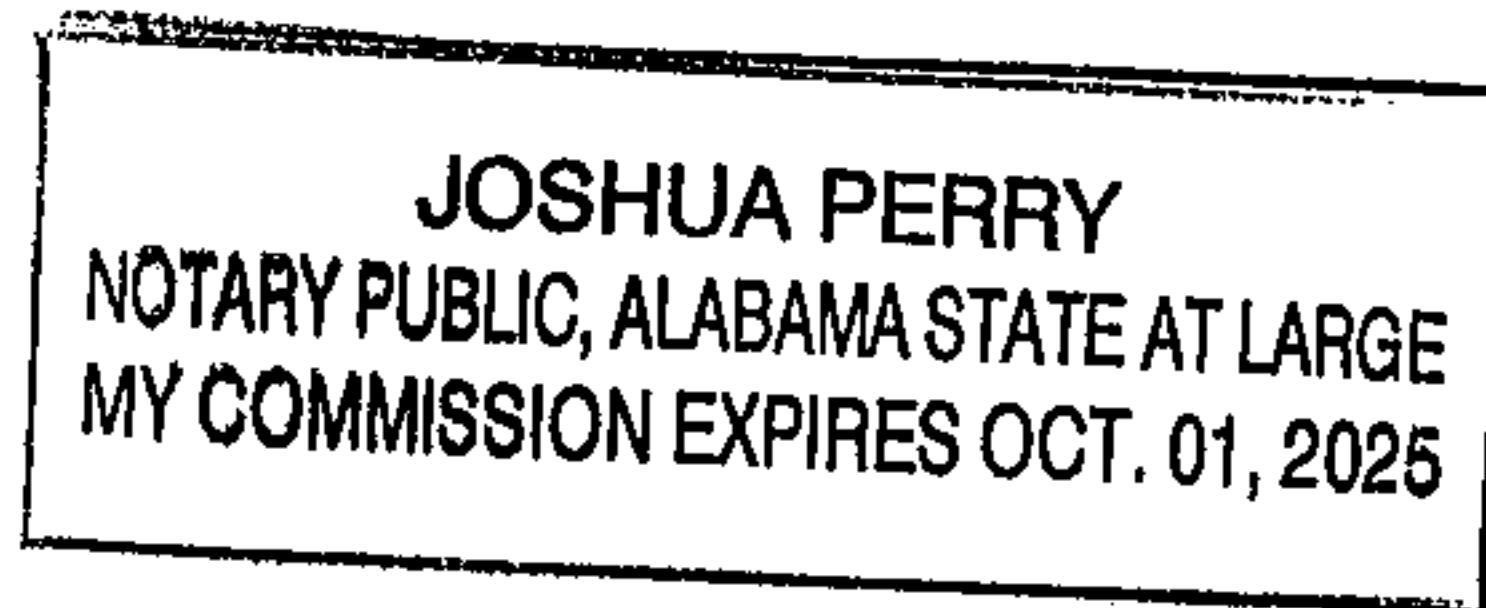
Date 10/13/22

ACKNOWLEDGMENT

State OF Alabama, County OF Teffah ss.

I, Joshua Perry, 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 13th day of October, 2022.

My commission expires:



(Notary Public)

(Lender Acknowledgment)

State OF Alabama, County OF Teffah ss.

I, Joshua Perry, a notary public, in and for said County in said State, hereby certify that Gaines Belcher, whose name(s) as Lending 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 13th day of October, 2022.

My commission expires:

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

(Notary Public)



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/20/2022 08:12:23 AM
\$769.00 JOANN
20221020000395300

Allen S. Bayl

John Grayson Hall

Alabama Real Estate Modification

AL/4XXXXXXXXX0000000002795020101222N

Wolters Kluwer Financial Services ©1996, 2022 Bankers Systems™

Page 5