
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 November 1, 2024. The parties and their addresses are:

MORTGAGOR:

LIMITLESS ATHLETIC SERVICES, LLC

An Alabama Limited Liability Company

4906 Windwod Cir

Birmingham, AL 35242-0000

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 November 1, 2023 and recorded on November 3, 2023 (Security Instrument). The Security Instrument was recorded in the records of Shelby County, Alabama at Instrument # 20231103000323590 and covered the following described Property:

Lot 1, according to the Survey of Valleydale Professional Park, as recorded in Map Book 28, Page 15 in the Probate Office of Shelby County, Alabama. Also: Part of the NW 1/4 of NE 1/4 of Section 11, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: From the Northwest corner of said 1/4-1/4 section, run in a Southerly direction along the West line of said 1/4-1/4 section for a distance of 733.67 feet to the point of beginning, thence turn an angle to the left of 87° 58' 30" and run in an Easterly direction for a distance of 386.49 feet, thence turn an angle to the left of 43° 57' and run in a Northeasterly direction for a distance of 38.56 feet, thence turn an angle to the right of 46° 29' and run in an Easterly direction for a distance of 218.6 feet, thence turn an angle to the right of 1° 18' and run in an Easterly direction for a distance of 257.56 feet to a point of intersection with the Northwest right of way line of Valleydale Road, thence turn an angle to the right of 130° 08' 22" and run in a Southwesterly direction along said Northwest right of way line for a distance of 19.25 feet, thence turn an angle to the right of 46° 56' and run in a Westerly direction for a distance of 876.12 feet, more or less, to the point of beginning. Also, the following described parcel of property: Commence at the Northwest corner of said 1/4-1/4

Limitless Athletic Services, LLC
Alabama Real Estate Modification

AL/4XXXXXXXXX0000000003382028123024N

Wolters Kluwer Financial Services, Inc. ©1996, 2024 Bankers Systems™

Page 1



section, thence Southerly along the West line of same for a distance of 733.66 feet to the point of beginning of the property described herein, thence continue along the last named course for a distance of 150.00 feet, thence turn an angle of 87° 00' to the left in a Southeasterly direction for a distance of 737.40 feet to a point on the Northwesterly right of way line of Valleydale Road, thence turn an angle of 45°53' to the left in a Northeasterly direction and along said right of way line for a distance of 208.93 feet, thence turn an angle of 134°07' to the left in a Northwesterly direction for a distance of 889.87 feet to the point of beginning.

The property is located in Shleby County at 4918 Valleydale Road, Hoover , Alabama 35242.

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 \$308,000.00. 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. 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. 400026092, dated November 1, 2023, from Mortgagor to Lender, with a modified loan amount of \$305,717.85 and maturing on May 1, 2025.

(b) 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.

(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 \$305,000.00 (on which any required taxes already have been paid), now is increased by \$3,000.00, 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:

Limitless Athletic Services, LLC

By  (Seal)
Weston T. Williams, Member

Date 30 DEC 24

By  (Seal)
Crystal K. Keck-Williams, Member

Date 30 Dec 24

LENDER:

CommerceOne Bank

By  (Seal)
Ryan Short, SVP, Private Client

Date 12/30/24



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/07/2025 08:25:19 AM
\$486.70 BRITTANI
20250207000037810

