
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 June 10, 2025. The parties and their addresses are:

MORTGAGOR:

THOMAS RANDALL LOYD

Spouse of Maria Loyd
453 Southledge Road
Birmingham, AL 35242-0000

MARIA LOYD

Spouse of Thomas Randall Loyd
453 Southledge Rd
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 May 30, 2023 and recorded on June 6, 2023 (Security Instrument). The Security Instrument was recorded in the records of Shelby County, Alabama at Instrument # 20230606000170560 and covered the following described Property:

Lot 1-614, according to the Amended Map of Highland Lakes, 1st Sector, Phase 6, an Eddleman Community, as recorded in Map Book 50, pages 49 A, B, C, D and E in the Probate Office of Shelby County, Alabama. Together with nonexclusive easement to use the private roadways, Common Area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument #1994-07111, First Amendment to Declaration as recorded in Instrument #1996-17543 and Second Amendment as recorded in Instrument #1999-31095 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for

Thomas Randall Loyd
Alabama Real Estate Modification

AL/4XXXXXXXXX0000000003595022060525N

Wolters Kluwer Financial Services, Inc. ©1996, 2025 Bankers Systems™

Page 1



1247%700014558%LAA0187%6/5/2025

Highland Lakes, a Residential Subdivision, First Sector, recorded in Instrument #1994-07112, Supplementary Declaration and Amendment to the Declaration as recorded in Instrument No 20151230000442930, First Amendment to Declaration as recorded in Instrument No 20190125000027330, Second Amendment to Declaration recorded in Instrument 20200123000029590 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as the 'Declaration').

The property is located in Shelby County at 453 Southledge Road , Birmingham, 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 \$175,000.00. 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, dated May 30, 2023, from Mortgagor to Lender, with a modified maximum credit limit of \$175,000.00 and maturing on May 30, 2033.

(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) 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.

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

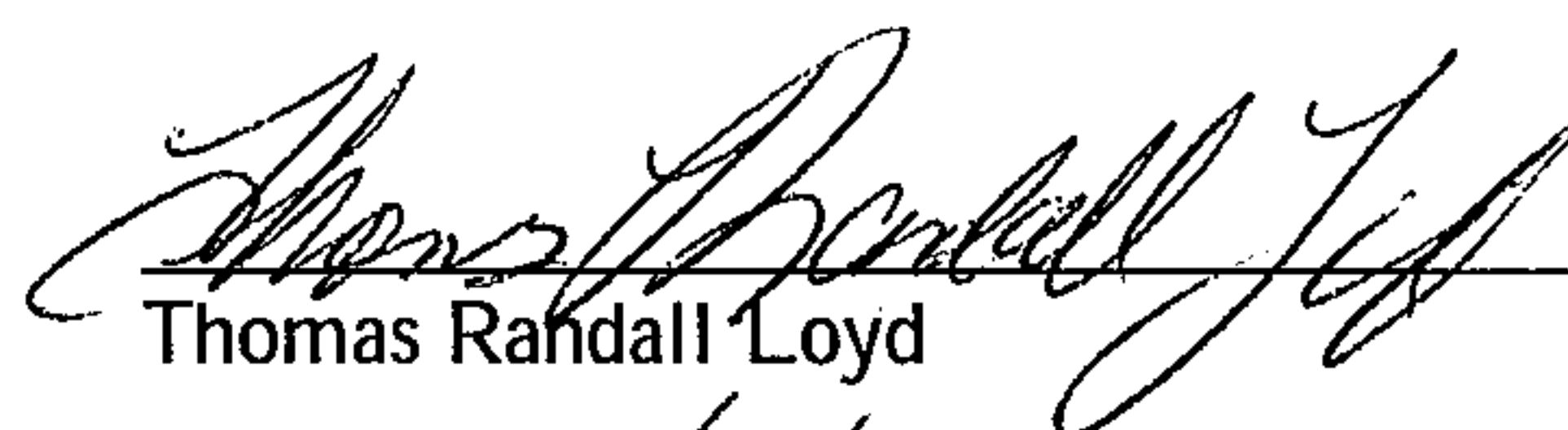
3. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell and mortgage with the power of sale the Property. Mortgagor also warrants that the Property is unencumbered, except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

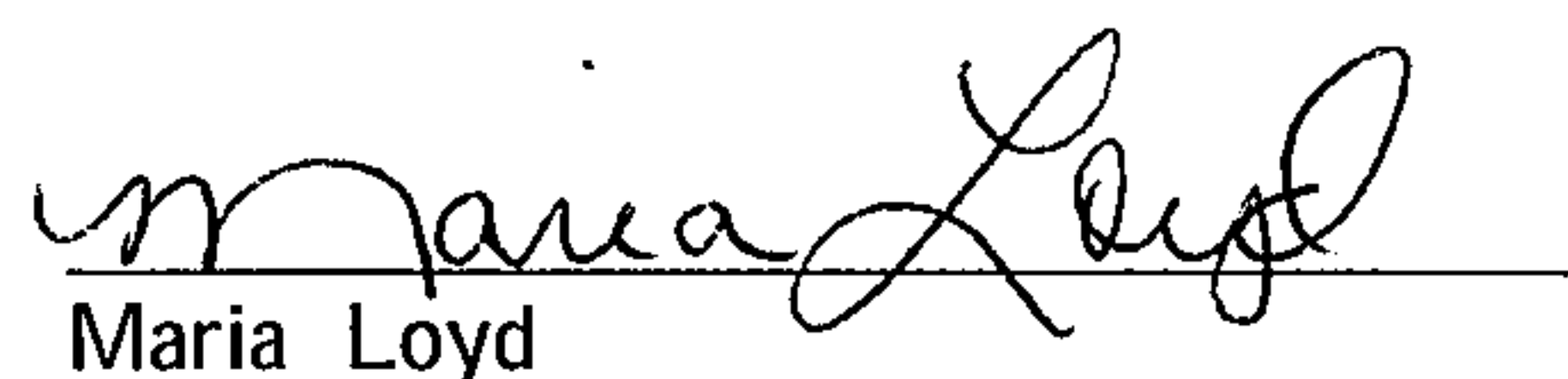
5. ADDITIONAL TERMS. The principal amount available under the Note, which originally was \$100,000.00 (on which any required taxes already have been paid), now is increased by \$75,000.00, as evidenced by the Debt Modification Agreement.

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)
Thomas Randall Loyd

Date 6/10/25

 (Seal)
Maria Loyd

Date 6/10/25

LENDER:

CommerceOne Bank

By  (Seal)
Scott Akin, Private Banking - VP

Date 6/10/2025

ACKNOWLEDGMENT.

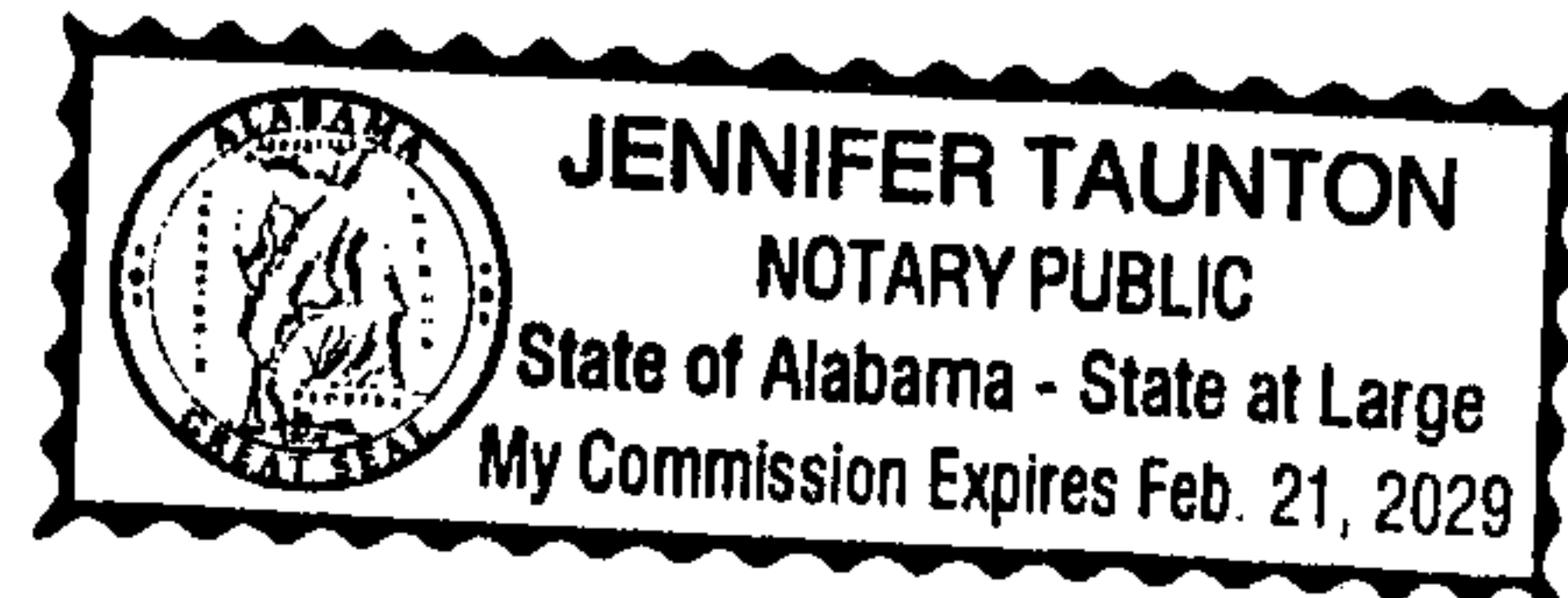
STATE OF ALABAMA, COUNTY OF JEFFERSON ss.

I, Jennifer Taunton, a notary public, hereby certify that Thomas Randall Loyd, spouse of Maria Loyd, and Maria Loyd, spouse of Thomas Randall Loyd, 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 10th day of June 2025.

My commission expires:

02/21/2029

(Notary Public)

**(Lender Acknowledgment)**

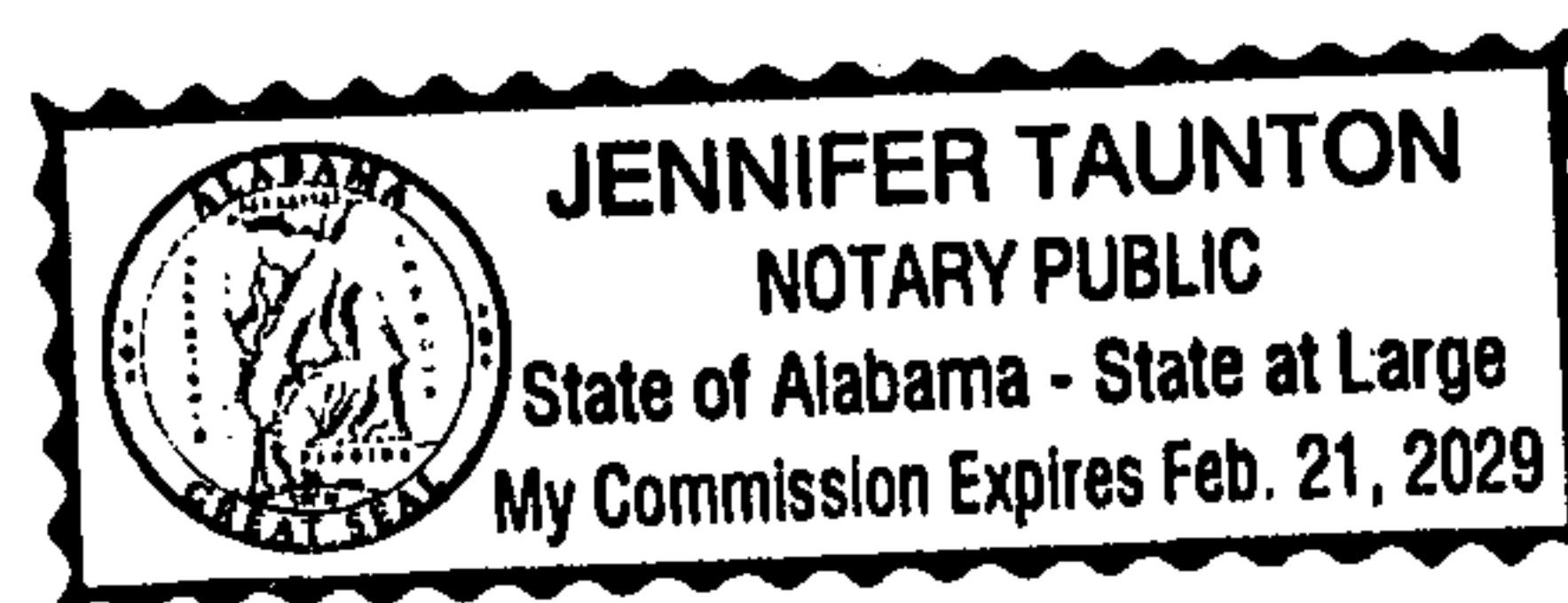
STATE OF ALABAMA, COUNTY OF JEFFERSON ss.

I, Jennifer Taunton, a notary public, in and for said County in said State, hereby certify that Scott Akin, whose name(s) as Private Banking - VP 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 10th day of June 2025.

My commission expires:

02/21/2029

(Notary Public)



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 06/25/2025 08:15:25 AM
 \$143.50 BRITTANI
 20250625000192780

Alvin S. Boyd

Thomas Randall Loyd
 Alabama Real Estate Modification

AL/4XXXXXXXXX0000000003595022060525N

Wolters Kluwer Financial Services, Inc. ©1996, 2025 Bankers Systems™

Page 4