

**When recorded return to:
Amanda Kelley
Attn: Final Documentation
Northpointe Bank
5303 28th Street CT SE
Grand Rapids, MI 49546**

_____**[Space Above This Line For Recording Data]**_____

**CONSTRUCTION CONVERSION MODIFICATION AGREEMENT
(Adjustable Interest Rate)**

**MIN: 100602370002500350
SIS Telephone #: (888)679-MERS**

**TWO ORIGINAL MODIFICATION AGREEMENTS MUST BE EXECUTED BY
THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE
THE SECURITY INSTRUMENT IS RECORDED**

This Construction Conversion Modification Agreement (the "Agreement"), made and effective this 10th day of **September, 2025**, between Northpointe Bank ("Lender", 5303 28th Street Ct SE, Grand Rapids, MI 49546), Mortgage Electronic Registration Systems, Inc. ("Mortgagee") and **Marcus Cockrell, Married** ("Borrower"), modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the interim construction financing adjustable interest rate Note (the "Adjustable Rate Note") to Lender dated the **20th day of September, 2022**, and granted or assigned to Mortgage Electronic Registration Systems, Inc., as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns, P.O. Box 2026, Flint, Michigan 48501-2026) in the original principal sum of U.S. **\$472,966.00** and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if any, dated the same date as the Adjustable Rate Note and recorded in **Instrument Number 20220921000364890**, of the **Judge of Probate** [Name of Records] of **Shelby County, State of Alabama** [County and State, or other Jurisdiction]. The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

4117 Highway 22, Montevallo, Alabama 35115
[Property Address]

the real property described being set forth as follows:

See attached Exhibit A

Borrower and Lender agree that on or before the date of this Agreement the construction or renovation, as applicable, of the Property has been completed and that all loan proceeds have been disbursed to Borrower in accordance with the terms of the Adjustable Rate Note. Borrower and Lender have agreed to modify the terms of the Adjustable Rate Note and Security Instrument in accordance with the terms of this Agreement. This Agreement is not a novation.

In consideration of the mutual promises and agreements exchanged, Lender and Borrower agree as follows (notwithstanding anything to the contrary contained in the Adjustable Rate Note and Security Instrument):

1. **Current Loan Balance.** As of **September 10, 2025**, the amount payable under the Adjustable Rate Note and Security Instrument, each as modified by this Agreement (the "Unpaid Principal Balance"), is U.S. **\$471,724.48**.

Interest, if any, has been paid through the date of this Agreement.

2. **Note Modification.** The terms and provisions of the interim construction financing stated in the Adjustable Rate Note in Paragraphs 2, 3 and 4, are amended and modified as follows:

- (a) **Interest.** Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the unpaid principal until the full amount of the Unpaid Principal Balance has been paid. Borrower must pay interest at a yearly rate of **7.125%**. The interest rate will change in accordance with the terms of the Adjustable Rate Note as modified by this Agreement. This interest rate shall apply both before and after any default described in the Adjustable Rate Note.
- (b) **Payments.** Borrower promises to pay principal and interest by making a payment every month. This is called my "Monthly Payment."

Each of the initial principal and interest payments will be in the amount of U.S. **\$3,178.10**. This amount may change. Changes in the monthly principal and interest payment will reflect changes in the unpaid principal and in the interest rate. The Note Holder will determine the new interest rate and the changed amount of the monthly payment in accordance with this Agreement.

Borrower shall make the monthly payment on the first day of each month beginning on **November, 2025**. Borrower shall make these payments every month until Borrower has paid all of the principal and interest and any other charges described in the Adjustable Rate Note. The monthly payments shall be applied as stated in the Adjustable Rate Note.

If on **October 1, 2055** (the “Maturity Date”), Borrower still owes amounts under the Adjustable Rate Note and the Security Instrument, each as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

Borrower must make the monthly payments at the place stated in the Adjustable Rate Note or such other place as Lender may require.

- (c) Interest Rate and Monthly Payment Changes. The interest rate Borrower must pay may change on the first day of **October, 2032**, and may change on that day every **6** months thereafter. Each date on which the interest rate could change is called a “Change Date.”

Beginning with the first Change Date, the interest rate will be based on the Current Index as described in the Adjustable Rate Note.

Before each Change Date, the Note Holder will calculate the new interest rate by adding **THREE** percentage point(s) (**3.000%**) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (**0.125%**). Subject to the limits stated below, this rounded amount will be the new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that Borrower is expected to owe at the Change Date in full on the Maturity Date at the new interest rate in substantially equal payments. The result of this calculation will be the new amount of Borrower’s monthly payment.

The interest rate Borrower must pay at the first Change Date will not be greater than **12.125%** or less than **3.000%**. Thereafter, the interest rate will never be increased or decreased on any single Change Date by more than **one** percentage point(s) (**1.000%**) from the rate of interest paid during the preceding 6 months. The interest rate will never be greater than **12.125%** or less than **3.000%**.

The new interest rate will become effective on each Change Date. Borrower must pay the amount of the new monthly payment beginning on the first monthly payment date after the Change Date until the amount of the monthly payment changes again.

The Note Holder will provide Borrower notice of any changes in the interest rate and the amount of the monthly payment in accordance with the terms of the Adjustable Rate Note.

- (d) Other Terms Remain in Effect. Other terms, including, without limitation, terms related to Borrower’s right to prepay, loan charges, late charges and default, obligations of persons under the Note and the

conditions under which Borrower must make payment in full in the event of a sale or transfer of the property, that are stated in the Adjustable Rate Note remain in full force and effect.

- (e) Compliance with Covenants. Borrower shall comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument.

3. Amendments to the Security Instrument. The terms and provisions of the interim construction financing stated in the Adjustable Rate Rider are amended and modified as follows:

- (a) Interest Rate and Monthly Payment Changes. The interest rate Borrower must pay may change on the first day of **October, 2032**, and may change on that day every **6** months thereafter. Each date on which the interest rate could change is called a "Change Date."

Beginning with the first Change Date, the interest rate will be based on the Current Index as described in the Adjustable Rate Note.

Before each Change Date, the Note Holder will calculate the new interest rate by adding **THREE** percentage point(s) (**3.000%**) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated below, this rounded amount will be the new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that Borrower is expected to owe at the Change Date in full on the Maturity Date at the new interest rate in substantially equal payments. The result of this calculation will be the new amount of Borrower's monthly payment.

The interest rate Borrower must pay at the first Change Date will not be greater than **12.125%** or less than **3.000%**. Thereafter, the interest rate will never be increased or decreased on any single Change Date by more than **one** percentage point(s) (**1.000%**) from the rate of interest paid during the preceding 6 months. The interest rate will never be greater than **12.125%** or less than **3.000%**.

The new interest rate will become effective on each Change Date. Borrower must pay the amount of the new monthly payment beginning on the first monthly payment date after the Change Date until the amount of the monthly payment changes again.

The Note Holder will provide Borrower notice of any changes in the interest rate and the amount of the monthly payment in accordance with the terms of the Adjustable Rate Note.

Additional changes to the Security Instrument are as follows; those marked are applicable:

(a) Increase in Principal Balance. The Unpaid Principal Balance of the Note that is secured by this Security Instrument has been increased by U.S. \$.

(b) Decrease in Principal Balance. The Unpaid Principal Balance of the Note that is secured by this Security Instrument has been decreased by U.S. \$1,242.52.

(c) Change in Maturity Date. The Unpaid Principal Balance if not paid sooner is due in full not later than **October 1, 2055**.

(d) Security Instrument Riders Cancelled. The rider(s) to the Security Instrument pertaining to the interim construction financing are null and void and of no further effect as of the date of this Agreement.

(e) Additional Security Instrument Rider(s). The terms and conditions of the Security Instrument are further amended and modified by the terms and conditions stated in the Security Instrument Rider(s), dated the date of this Agreement, fully executed and delivered by Borrower, and attached to and incorporated into this Agreement by reference.

4. Recordation. This Agreement shall be recorded, together with any applicable attachments, in all places where the Security Instrument is recorded.
5. No Release. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Adjustable Rate Note or Security Instrument. Except where otherwise specifically provided in this Agreement, the Adjustable Rate Note and Security Instrument shall remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions of these instruments, as amended by this Agreement.

In Witness Whereof, Borrower has executed this Agreement.

Chyma Davis
Witness:

Shanika Washette
Witness:

Marcus Cockrell
Borrower: Marcus Cockrell

State of Alabama, County of Jefferson ss:

The foregoing instrument was acknowledged before me this 17 day of September, 2025 by Marcus Cockrell.

Witness my hand and official seal.

Janha Cockrell Notary Public
State of Alabama, County of Jefferson
My Commission expires 1/05/2026
Acting in the County of Jefferson

In Witness Whereof, Lender has executed this Agreement.

[Signature]

Witness: Jake Messersmith

[Signature]

Witness: Melinda J. Lutkenhoff

Sydney Bonham

Northpointe Bank

By: Sydney Bonham,

Its: AVP Investor Accounting

Sydney Bonham

Mortgagee: Mortgage Electronic Registration Systems, Inc.

By: Sydney Bonham,

Its: Assistant Secretary

State of Michigan, County of Kent ss:

The foregoing instrument was acknowledged before me this 19th day of September, 2025 by Sydney Bonham, AVP Investor Accounting of Northpointe Bank, and Assistant Secretary of Mortgage Electronic Registration Systems, Inc., on behalf of said corporation.

Witness my hand and official seal.

[Signature]

Tonya R Nummer, Notary Public

State of Michigan, County of Ionia

My Commission expires 02/23/2026

Acting in the County of Kent

TONYA R NUMMER
Notary Public, State of Michigan
County of Ionia
My Commission Expires Feb. 23, 2026
Acting in the County of Kent

Drafted by and when recorded return to:

Melinda Lutkenhoff

Attn: Customer Service Dept.

Northpointe Bank

5303 28th Street Ct SE

Grand Rapids, MI 49546



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 02/10/2026 01:03:36 PM
 \$752.50 KELSEY
 20260210000038290

Allen S. Bayl

Exhibit A

LEGAL DESCRIPTION

A part of the SW $\frac{1}{4}$ of the NE $\frac{1}{5}$ and the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 5, Township 22 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the NW corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 5, Township 22 South, Range 3 West, Shelby County, Alabama and run thence Southerly along the West line of the East $\frac{1}{2}$ of the NE $\frac{1}{4}$ of said Section 5, a distance of 2,638.52 feet to a point on the North line of Shelby County Highway Number 22; thence turn an angle of 82 degrees 10 minutes 19 seconds left and run Easterly along said right of way line a distance of 100.37 feet to the point of beginning of the property Parcel 4, being described; thence turn an angle of 97 degrees 49 minutes 41 seconds left and run Northerly a distance of 210.0 feet to a point; thence turn an angle of 84 degrees 29 minutes 34 seconds left and run Westerly a distance of 210.0 feet to a point; thence turn an angle of 84 degrees 29 minutes 34 seconds right and run Northerly a distance of 420.0 feet to a point; thence turn an angle of 84 degrees 29 minutes 34 seconds left and run Westerly a distance of 208.64 feet to a point; thence turn an angle of 95 degrees 30 minutes 26 seconds left and run Southerly a distance of 619.04 feet to a point on the North right of way line said Highway 22; thence turn an angle of 86 degrees 02 minutes 17 seconds left and run Easterly along the North line of said Highway 22 a distance of 90.40 feet to a point; thence turn an angle of 3 degrees 51 minutes 58 seconds right and continue along said right of way line a distance of 329.60 feet to the point of beginning.

The following easement is reserved from the above described parcel of land:
 A 20-foot easement for ingress and egress lying 10 feet either side of a centerline described as follows:

Commence at the NW corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 5, Township 22 South, Range 3 West, Shelby County, Alabama and run thence Southerly along the West line of the East $\frac{1}{2}$ of the NE $\frac{1}{4}$ of said Section 5, a distance of 2,638.52 feet to a point on the North line of Shelby County Highway Number 22; thence turn an angle of 97 degrees 49 minutes 41 seconds right and run westerly along said right of way a distance of 229.23 feet to a point; thence turn an angle of 3 degrees 51 minutes 58 seconds left and run Westerly along said right of way a distance of 90.40 feet to the point of beginning of the centerline of said 20-foot easement; thence turn an angle of 86 degrees 02 minutes 17 seconds right and run a distance of 619.04 feet to a point; thence turn an angle of 45 degrees to the right and run a distance of 230 feet, more or less, to the end of said centerline of said easement, which said point is on the West line of a parcel of land conveyed simultaneously herewith to James E. Alexander and wife, Mandy L. Alexander.