Inst. Number: 202122001524 Book: 370 Page: 399 Page 1 of 4 Date: 5/11/2021 Time: 2:03 PM

Tami P. Simmons Clerk of Courts, Glades County, Florida Doc Mort: 0.00 Int Tax: 0.00

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

Randolph J. Rush, Esq. Winderweedle, Haines, Ward & Woodman, P.A. P.O. Box 880 Winter Park, Florida 32790-0880

Inst: 202122001524 Date: 05/11/2021 Time: 2:03PM Page 1 of 4 B: 370 P: 399, Tami P Simmons, Clerk of Court Glades, County, By: TB Deputy Clerk

MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT is made as of the 26th day of March, 2021, by and between TRITON VI, INCORPORATED, a Florida corporation, whose address is 3389 Sheridan Street, Unit 558, Hollywood, Florida 33414 (the "Borrower"), and KAJO MANAGEMENT, INC., a Florida corporation, whose address is 12773 W. Forest Hill Boulevard, Unit 105, Wellington, Florida 33414 (the "Lender").

RECITALS:

- A. Lender is the owner and holder of that certain Mortgage and Security Agreement ("Mortgage") dated March 26, 2019, made by Borrower in favor of Lender, and recorded in Official Records Book 349, Page 989; as modified by that certain Mortgage Modification Agreement dated March 26, 2020 and recorded in Official Records Book 360, Page 129, Public Records of Glades County, Florida, securing a debt evidenced by a promissory note dated March 26, 2019 in the original amount of ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,500,000.00), as amended by that certain Note Modification Agreement dated March 26, 2020, as further modified by that certain Note Modification Agreement of even date herewith (as amended, the "Note"), which Mortgage encumbers property more particularly described therein ("Property").
- **B.** Borrower has requested Lender to modify the Mortgage and the parties have mutually agreed to modify the terms thereof in the manner hereinafter appearing.
- NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and in consideration of the sum of TEN DOLLARS (\$10.00), each to the other in hand paid, and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually covenant and agree as follows:
- 1. The foregoing recitals are incorporated herein as covenants and agreements and are made a part hereof.
- 2. The Mortgage is modified to provide that all principal and accrued interest is due and payable on or before March 26, 2022 (the "Maturity Date").

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- 3. Borrower hereby reaffirms all of its obligations set forth in the Note and Mortgage and agrees to perform each and all of the covenants, agreements and obligations in the Note and Mortgage and to be bound by each and all of the terms and provisions thereof as consolidated and modified.
- 4. All of the property described in the Mortgage shall in all respects be subject to the lien, charge and encumbrance of the Mortgage and nothing herein contained or done shall affect the lien, charge or encumbrance of the Mortgage, or the priority thereof over other liens, charges, encumbrances or conveyances.
- 5. The Borrower does acknowledge, covenant and agree that the Mortgage is a first lien upon the Property, that there are no other liens or claims against the Property and the Borrower agrees to pay all the indebtedness secured by the Mortgage at the time and in the amount contemplated in the Note and further agrees to perform, comply with and abide by each and every stipulation, agreement, covenant and condition of the Mortgage and nothing contained herein shall waive, annul, vary or affect any provisions, conditions, covenants or agreements contained in the Note which is secured by the Mortgage.
- 6. All Lender's rights against all parties, including but not limited to all parties secondarily liable, are hereby reserved.
- 7. This Agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, administrators, successors and assigns of the respective parties hereto.
- 8. All pronouns and all variations thereof shall be construed so as to refer to the masculine, feminine, neuter, singular and plural form thereof as required by the identity of the person or persons or the situation.
- **9.** Borrower represents and warrants that the Land does not constitute the primary residence or the constitutional homestead of Borrower.

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IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto the day and year first above written.

Signed, sealed and delivered in the presence of: TRITON VI, INCORPORATED a Florida corporation Krishna W. Lawrence, President Name printed: STATE OF FLORIDA COUNTY OF SCOWOLD behalf of the corporation, who is personally known to me or [] provided a Florida Driver's as identification. License or NOTARY PUBLIC My Commission Expires Notary Public State of Florida Kelly A Baker My Commission GG 162945

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KAJO MANAGEMENT, INC. a Florida corporation

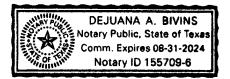
Name printed: MACY JANIK

Robert J. Underbrink, President

Name printed: Jacqueline Bigclow

STATE OF TEXAS

COUNTY OF HARRIS



NOTARY PUBLIC

My Commission Expires: 8 31/24