I#: 2023102177 BK: 22413 PG: 2260, 04/20/2023 at 09:13 AM, RECORDING 6 PAGES \$52.50 M DOC STAMP COLLECTION \$695.45 INTANGIBLE TAX \$397.32 KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL BY DEPUTY CLERK: clk105208

PREPARED BY & RETURN TO

JOHN J. AGLIANO, ESQ. Bajo Cohen Agliano P.A. 606 E. Madison Street Tampa, Florida 33602

MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT is made and entered into as of January 26, 2023 (the "Effective Date") by and between **FAMILY INTERNATIONAL HOME BUILDERS LLC**, a Florida limited liability company with a mailing address of 2338 NW 51st Street, Miami, Florida 33142 ("Mortgagor"), and **MORRISSEY & MORRISSEY ENTERPRISES**, **LLC**, a Florida limited liability company with a mailing address of P.O. Box 215, Ruskin, Florida 33575 ("Mortgagee").

BACKGROUND RECITALS

- 1. The Mortgagee is the owner and holder of the following note and mortgage:
 - a. Seller Purchase Money Promissory Note (the "Original Note") executed by Mortgagor as Borrower, in favor of and delivered to Mortgagee, as Lender, dated December 31, 2019, in the original principal sum of \$690,000.00; and
 - b. Mortgage and Security Agreement (the "Mortgage") executed by Mortgagor on December 31, 2019, delivered to Mortgagee, and recorded on February 7, 2020 in O.R. Book 20886, Page 834, as Instrument No.: 20200254028 of the Public Records of Pinellas County, Florida, which Mortgage secures the indebtedness evidenced by the Original Note and this Agreement (the "Indebtedness").

Together with the obligations described in the Original Note, the Mortgage, this Agreement, and the money due and to become due under the Original Note, the Mortgage, and this Agreement. Documentary stamp taxes were paid on the Original Note and the Mortgage contemporaneous therewith.

NOTE: NO NEW FUNDS ARE BEING ADVANCED TO MORTGAGOR IN CONNECTION WITH THIS AGREEMENT, AND NO NEW OBLIGORS ARE ASSUMING ANY OF THE INDEBTEDNESS.

2. The Original Note was to be repaid in monthly installments consisting of amortized principal and interest in the amount of Eight Thousand Nine Hundred Sixty-Two and 52/100 U.S. Dollars (\$8,962.52), being an amount sufficient to repay the Loan over a hypothetical eighty-four (84) month amortization period, commencing on February 1, 2020, and continuing on the 1st calendar day of each month thereafter until January 1, 2022, inclusive (the "Maturity Date"). On July 1, 2020, Borrower was to pay in addition to the regular monthly payment a principal payment of Sixty-Three Thousand and