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STATE OF ALABAMA)
COUNTY OF SHELBY)

MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES
MODIFICATION AGREEMENT

THIS AGREEMENT effective as of the 16th day of November, 2022, by and between Illescas Holdings 2, LLC, an Alabama limited liability (herein called "Mortgagor" and/or "Assignor") and Millennium Bank (herein called "Lender and/or Assignee"). Capitalized terms used herein but not defined shall have the meaning ascribed to such terms in that certain Mortgage (the "Mortgage") and Assignment of Rents and Leases ("Assignment") between Mortgagor/Assignor and Lender/Assignee dated April 22, 2021.

WITNESSETH:

WHEREAS, Mortgagor did on April 22, 2021, execute and deliver in favor of Lender the Mortgage, which Mortgage was recorded on April 27, 2021, in Instrument #20210427000208690, in the Office of the Judge of Probate of Shelby County, Alabama encumbering the real estate legally described on Exhibit A; and

WHEREAS, Assignor did on April 22, 2021, execute and deliver in favor of Assignee the Assignment, which Assignment was recorded on April 27, 2021 in Instrument #20210427000208700, in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, by the terms of the Mortgage, it was intended by the parties thereto and hereto that the Mortgage should secure and constitute a first lien on the property described on Exhibit A for all future advances made by the Lender to the Mortgagor within the time and within the amounts set forth therein, to the same extent as if such future advance were made on the date of the execution of the Mortgage; and

WHEREAS, due to the paydown of a portion of the principal of the indebtedness secured by the Mortgage by the Mortgagor and the SBA 504 Loan, Lender/Assignee and Mortgagor/Assignor desire to reduce the amount of the indebtedness reflected in the Mortgage and the Assignment to Two Million Three Hundred Twenty-Nine Thousand Nine Hundred Ninety-Five and 50/100 Dollars (\$2,329,995.50), the maximum principal balance due under the indebtedness.

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements contained herein, the parties hereto covenant and agree with one another as follows:

1. The matters and facts set forth in the preamble hereof are correct.
2. The Mortgage is amended to reflect a maximum principal indebtedness secured

thereby of Two Million Three Hundred Twenty-Nine Thousand Nine Hundred Ninety-Five and 50/100 Dollars (\$2,329,995.50), to secure the payment of the Promissory Note, as amended by the Amended and Restated Promissory Note (hereinafter referred to herein as the "Promissory Note"), together with interest thereon as provided in the Promissory Note.

3. The Assignment is amended to reflect the maximum principal amount of the indebtedness evidenced by the Promissory Note, as amended by the Amended and Restated Promissory Note, as Two Million Three Hundred Twenty-Nine Thousand Nine Hundred Ninety-Five and 50/100 Dollars (\$2,329,995.50).

4. The maximum total amount of principal secured by the Mortgage and reflected in the Assignment as herein modified, is the amount of Two Million Three Hundred Twenty-Nine Thousand Nine Hundred Ninety-Five and 50/100 Dollars (\$2,329,995.50), together with interest on said amount, and costs, fees and expenses as set forth in the Mortgage.

5. Each and every reference in the Mortgage and Assignment to a "Promissory Note" shall mean and include the Amended and Restated Promissory Note, it being the intent of the parties that the indebtedness secured under the Mortgage and reflected in the Assignment include, without limitation, the obligation of the Borrower to pay the principal of and interest on the Amended and Restated Promissory Note.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first written above.

MORTGAGOR/ASSIGNOR:

Illescas Holdings 2, LLC

By:


Amy Lee Illescas, Member

By:


Edgar Illescas-Loyo, Member

LENDER/ASSIGNEE:

Millennial Bank

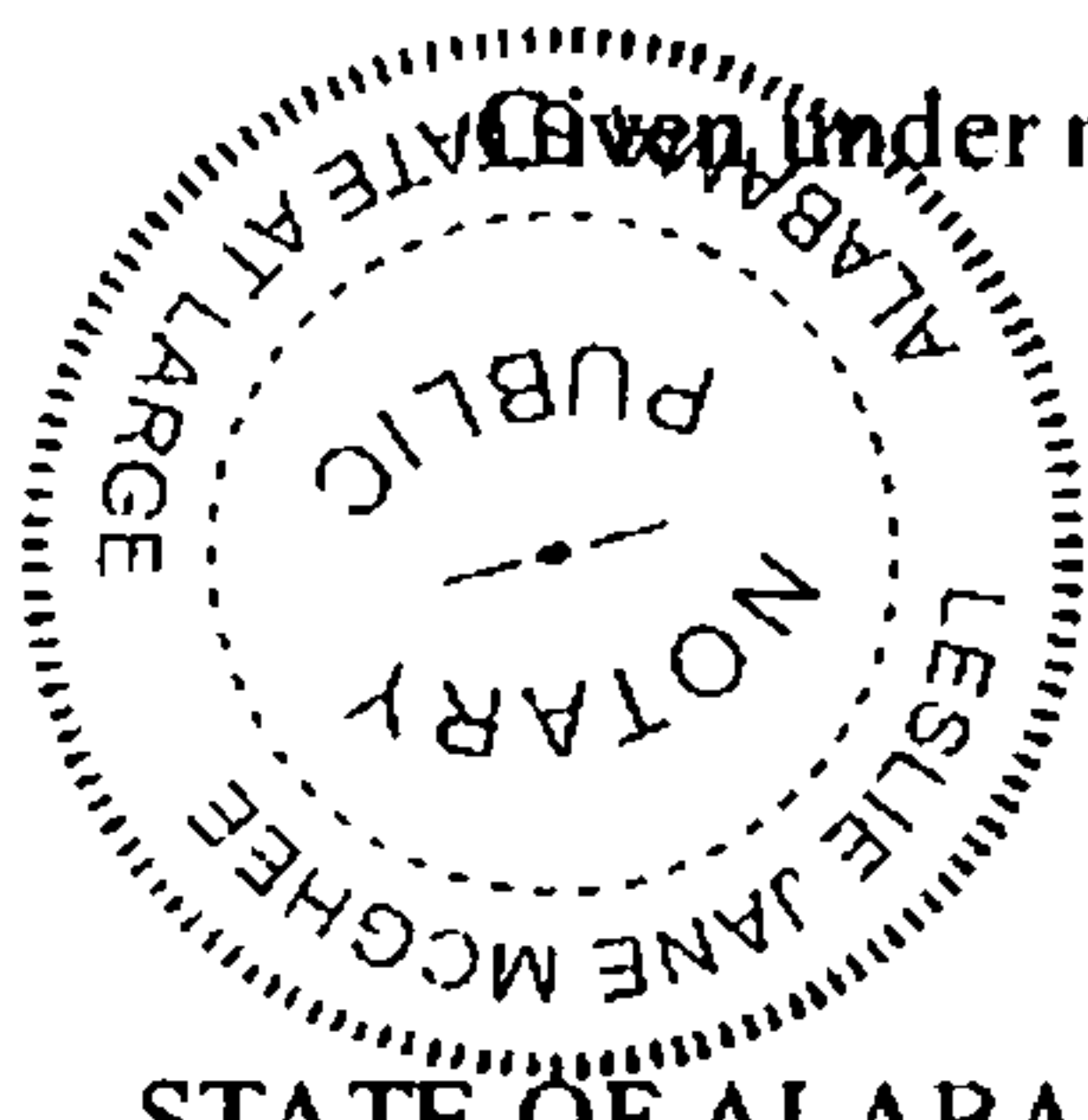
By:


Matt Rockett, President

STATE OF ALABAMA

COUNTY OF JEFFERSON

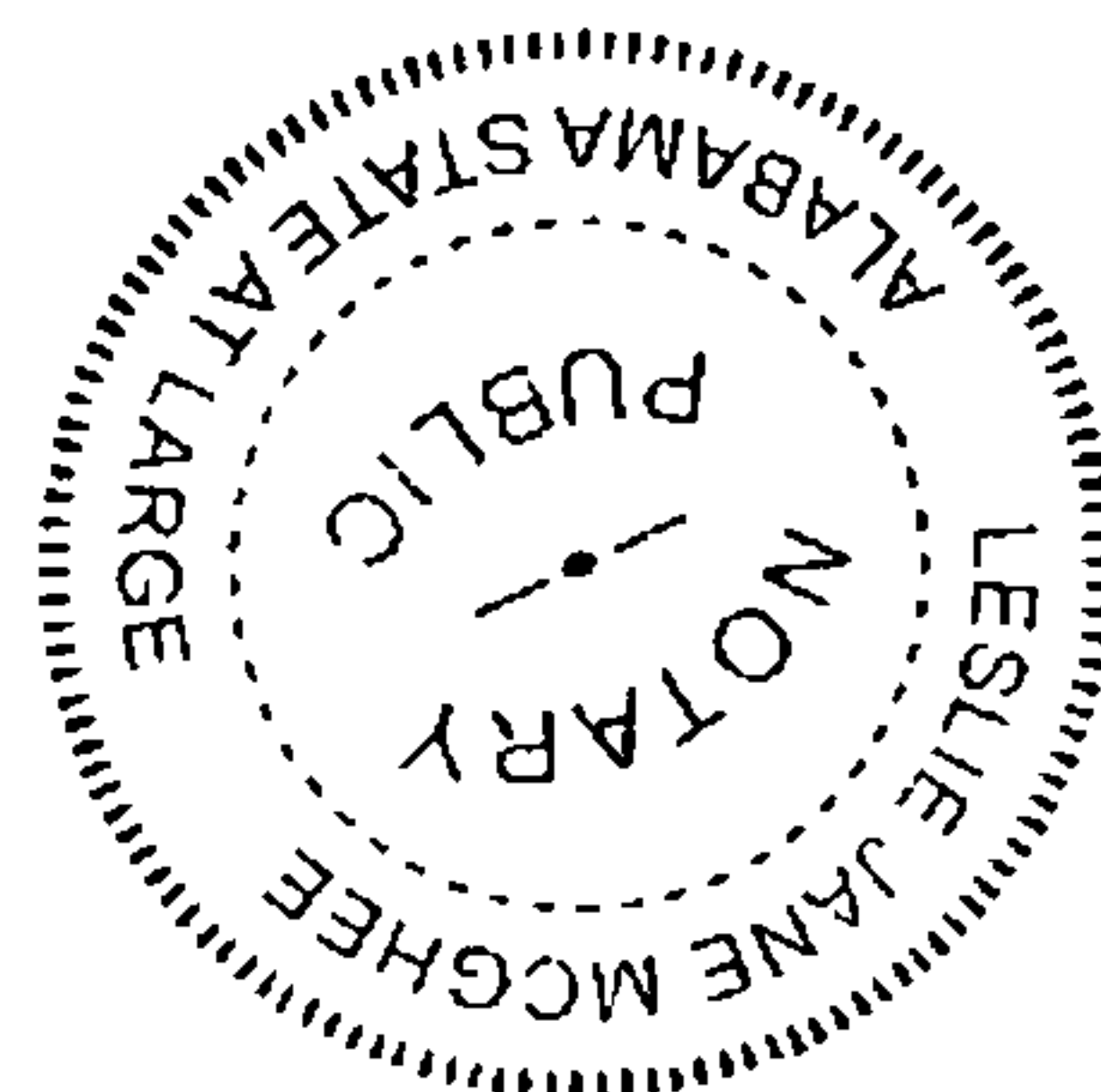
I, the undersigned Notary Public in and for said County, in said State, hereby certify that Amy Lee Illescas and Edgar Illescas-Loyo, whose names as Members of Illescas Holdings 2, LLC, an Alabama limited liability company, are signed to the foregoing, and who are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, they, in said capacity and with full authority, executed the same voluntarily for and as the act of said company.



STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Matt Rockett, whose name as President of Millennial Bank, is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he, in said capacity and with full authority, executed the same voluntarily for and as the act of said Millennial Bank.



Given under my hand and official seal this 16th day of November, 2022.

Leslie Jane McGhee
NOTARY PUBLIC
My Commission Expires: 7/19/25

Exhibit A
Legal Description

20221202000440470 12/02/2022 01:35:02 PM MORTAMEN 4/4

Lot 1, according to the Survey of Schilleci's Addition to Meadowbrook Corporate Park Phase I,
as recorded in Map Book 24, Page 5, in the Probate Office of Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/02/2022 01:35:02 PM
\$33.00 BRITTANI
20221202000440470

Allen S. Bayl