

**THIS INSTRUMENT PREPARED BY
AND RECORD AND RETURN TO:**

SCOTT A. COOKSON, Esq.
SHUFFIELD, LOWMAN & WILSON, P.A.
1000 LEGION PLACE, SUITE 1700
ORLANDO, FL 32801

Record and Return To:
First American Title
12740 Gran Bay Parkway W
Suite 2120
Jacksonville, FL 32258

NOTE TO RECORDING CLERK: THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT SECURES THE MORTGAGOR'S CONTRACTUAL OBLIGATION TO REFUND AN EARNEST MONEY DEPOSIT PAID BY THE MORTGAGEE TO THE MORTGAGOR PURSUANT TO A REAL ESTATE PURCHASE AND SALE AGREEMENT FOR THE MORTGAGOR'S REAL PROPERTY WHICH IS ENCUMBERED BY THIS MORTGAGE AND DOES NOT SECURE A PROMISSORY NOTE OR OTHER WRITTEN OBLIGATION TO REPAY BORROWED FUNDS WITHIN THE MEANING OF SECTION 201.0B(1)(A), FLORIDA STATUTES. FURTHER, THE MORTGAGOR'S OBLIGATION TO REFUND THE MORTGAGEE'S EARNEST MONEY DEPOSIT IS NOT FIXED AND ABSOLUTE AS OF THE EXECUTION OF THIS MORTGAGE. ACCORDINGLY, THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT IS EXEMPT FROM DOCUMENTARY STAMP TAXES UNDER RULE 12B-4.054(4) OF THE FLORIDA ADMINISTRATIVE CODE. ADDITIONALLY, BECAUSE THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT SECURES A CONTINGENT OBLIGATION, IT IS EXEMPT FROM INTANGIBLES TAX PURSUANT TO THE COURT DECISION IN WEST FLAGLER ASSOCIATES V. DEPARTMENT OF REVENUE, 633 SO.2D 555 (FLA. 3D DCA 1994).

FIRST AMENDMENT TO MORTGAGE

THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT (this "First Amendment"), made this 17th day of July, 2025, by and between **KL SEMINOLE TRACE LLC**, a Florida limited liability company, whose address is 14025 Riveredge Drive, Suite 175, Tampa, FL 33637 ("Seller"), and **CENTURY COMMUNITIES OF FLORIDA, LLC**, a Colorado limited liability company, whose address is 4601 Touchton Road, Building 300, Suite 3100, Jacksonville, FL 32246 ("Buyer").

WITNESSETH:

WHEREAS, Seller entered into that certain Mortgage and Security Agreement recorded January 9, 2024, in Official Records Book 2838, Page 1832, of the Public Records of Flagler County, Florida (the "Mortgage") granting Buyer a security interest in certain real property in Flagler County, Florida owned by Seller;

WHEREAS, the Mortgage secures Buyer's funds in the amount of ONE MILLION SIX HUNDRED SIXTY THREE THOUSAND NINE HUNDRED FIFTY and No/100 Dollars (\$1,663,950.00); and

WHEREAS, Buyer and Seller desire to amend the Mortgage to modify the amount secured by the Mortgage as more particularly set forth herein.

NOW THEREFORE, in consideration of the foregoing, the mutual promise set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agrees as follows:

1. **Recitals.** The above recitals are true and correct and incorporated herein by this reference.
2. **Deposit Release Funds.** Effective as of the recording of this First Amendment, the amount of the Funds secured by the Mortgage is hereby increased to ONE MILLION NINE HUNDRED TWENTY NINE THOUSAND TWENTY FIVE and No/100 Dollars (\$1,929,025.00).
3. **Force and Effect.** Except as expressly modified hereby, all of the terms and conditions of the Mortgage remain in full force and effect and are hereby ratified and confirmed for all purposes and in all respects. Except as otherwise provided herein, all terms of this First Amendment shall have the same meaning as in the Mortgage.
4. **Execution.** Buyer and Seller may execute this First Amendment in counterparts. Each executed counterpart will be considered an original document, and all executed counterparts, together, will constitute the same agreement. This First Amendment will become effective when each party has executed and delivered to the other party a counterpart of it.

[Signatures Appear on the Following Pages]

IN WITNESS WHEREOF, Seller and Buyer have executed this First Amendment as of the date first above written.

Signed, sealed, and delivered
in the presence of:

Seller:

KL SEMINOLE TRACE LLC, a Florida limited
liability company

Jadabella V. [Signature]
Signature of Witness 1

By: [Signature]
Print Name: James P. Harvey
Title: Authorized Signatory

JADABELLA VALENTIN
Print name of Witness 1

Address: 14025 Riveredge Dr. #175

Tampa, FL 33637

[Signature]
Signature of Witness 2

BRYON T. LOPRESTE
Print name of Witness 2

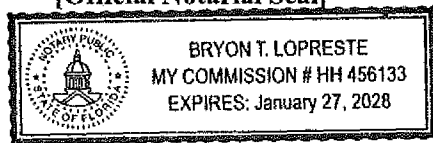
Address: 14025 Riveredge Dr. #175

Tampa, FL 33637

STATE OF FLORIDA)
) ss.:
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me ☒ by personal presence or ☐ online notarization, this 6th day of June, 2025, by James P. Harvey, as Authorized Signatory of **KL SEMINOLE TRACE LLC**, a Florida limited liability company, on behalf of the company, who is ☒ personally known to me or ☐ who produced _____ as identification.

[Official Notarial Seal]



[Signature]
Notary Public

Bryon T. LoPreste
(Print or type name)

Commission No.: HH456133

My Commission Expires: 01/27/28

Signed, sealed, and delivered
in the presence of:

Buyer:

**CENTURY COMMUNITIES OF FLORIDA, LLC, a
Colorado limited liability company**

[Signature]
Signature of Witness 1

ANDREA TOHANSSON
Print name of Witness 1

By: [Signature]
Print Name: RYAN HOUCK
Title: AUTHORIZED SIGNATORY

Address: 4601 TOUCHTON ROAD,

BLOC 300, SUITE 3100 JACKSONVILLE, FL
32246

[Signature]
Signature of Witness 2

Luke Feldman
Print name of Witness 2

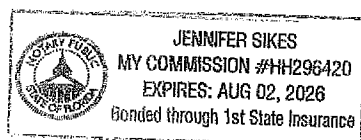
Address: 4601 Touchton Rd.

Bldg 300, Suite 3100 Jacksonville, FL 32246

STATE OF Florida)
COUNTY OF Duval) ss.:)

The foregoing instrument was acknowledged before me ☒ by personal presence or ☐ online notarization, this 10th day of June, 2025, by Ryan Houck, as Authorized Signatory of **CENTURY COMMUNITIES OF FLORIDA, LLC**, a Colorado limited liability company, on behalf of the company, who is ☒ personally known to me or ☐ who produced _____ as identification.

[Official Notarial Seal]



[Signature]
Notary Public

Jennifer Sikes
(Print or type name)

Commission No.: HH296420

My Commission Expires: Aug 2, 2026