PREPARED BY AND AFTER RECORDING RETURN TO:
Lockeland Law Group, PLC
204 South 11th Street
Nashville, TN 37206

OWNER / SEND TAX NOTICES TO:
David Todd Rawlings and
Gillian Howard Welch
PO Box 60007
Nashville, TN 37206

Karen Johnson Davidson County
Batch# 1150832 DOTMODAGR
06/25/2024 03:15:30 PM 3 pgs
Fees: $18.00 Taxes: $2,530.00
20240625-0047539

SECOND MODIFICATION OF DEED OF TRUST AND ASSIGMENT OF RENTS AND LEASES

THE MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $2,200,000.00. TRANSFER TAX ON ORIGINAL LOAN FOR $1,800,000.00 WAS PAID IN INSTRUMENT NO. 20240110-0002226 AND INSTRUMENT NO. 20240515-0036114.

This SECOND MODIFICATION OF DEED OF TRUST dated this 18th day of June 2024, is made and executed between David Todd Rawlings and Gillian Howard Welch ("Grantor"), and Wilson Bank & Trust, whose address is 623 West Main Street, Lebanon, TN 37087 ("Lender").

DEED OF TRUST AND ASSIGNMENT OF RENTS AND LEASES: Lender and Grantor have entered into a Deed of Trust dated January 9, 2024 (the "Deed of Trust") which has been recorded in Davidson County, State of Tennessee, as follows:

Deed of Trust recorded on January 10, 2024, in Instrument No. 20240110-0002226, Register's Office for Davidson County, Tennessee.

Lender and Grantor have entered into an Assignment of Rents and Leases dated January 9, 2024 (the "Assignment"), which has been recorded in Davidson County, State of Tennessee, as follows:

Assignment recorded on January 10, 2024, in Instrument No. 20240110-0002227, Register's Office for Davidson County, Tennessee.

A First Modification of Deed of Trust and Assignment of Rents and Leases dated May 14, 2024 (the "First Modification of Deed of Trust") was entered into by Lender and Grantor and which was recorded on May 15, 2024, in Instrument No. 20240515-0036114, Register's Office for Davidson County, Tennessee.

REAL PROPERTY DESCRIPTION: The Deed of Trust covers the following described real property located in Davidson County, State of Tennessee:

Collateral to remain the same as in the original Deed of Trust and Assignment. (See Exhibit A)

MODIFICATION: Lender and Grantor hereby modify the Deed of Trust, as amended, as follows:

The purpose of this Second Modification (the "Second Modification of Deed of Trust and Assignment of Rents and Leases") is to increase the total secured indebtedness from $1,800,000.00 to $4,000,000.00, to modify the Funding/Agreement Date from 05/14/2024 to 06/18/2024, and to modify the Maturity Date from 05/14/2029 to 06/18/2029.

CONTINUING VALIDITY: Except as expressly modified above, the terms of the original Deed of Trust and Assignment, as amended, shall remain unchanged and in full force and effect. Consent by Lender to this Second Modification of Deed of Trust and Assignment of Rents and Leases does not waive Lender's right to require strict performance of the Deed of Trust or Assignment, as amended, and as further modified above, nor obligate Lender to make any future modifications. Nothing in this Second Modification of Deed of Trust and Assignment of Rents and Leases, shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and Assignment, as amended, and all parties, makers and endorsers

to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Second Modification of Deed of Trust and Assignment of Rents and Leases. If any person who signed the original Deed of Trust or Assignment, as amended, does not sign this Second Modification of Deed of Trust and Assignment of Rents and Leases, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Second Modification of Deed of Trust and Assignment of Rents and Leases or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions. Lender and Grantor acknowledge that this Second Modification to Deed of Trust and Assignment of Rents and Leases is not, and shall not be deemed to be, a novation of the original indebtedness and Note, but is an amendment thereto.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS SECOND MODIFICATION OF DEED OF TRUST AND ASSIGNEMENT OF RENTS AND LEASES AND GRANTOR AGREES TO ITS TERMS. THIS SECOND MODIFICATION OF DEED OF TRUST IS DATED THE 18TH OF JUNE 2024.

David Todd Rawlings

Gillian Howard Welch

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for the County and State, the within named David Todd Rawlings and Gillian Howard Welch, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he/she executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal this 18th day of June 2024.

Notary Public

My Commission Expires: 9/8/25

JOHN QUINTON HORNER STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires 09-08-2025

Lender:

Wilson Bank & Trust

By:
Name: Cody Wilkins
Title: Vice President

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for the County and State, the within named Cody Wilkins, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the Vice President of Wilson Bank & Trust, and that he/she, acting in such capacity, and authorized so to do, executed the foregoing instrument on behalf of said corporation for the purposes therein contained.

Witness my hand and seal this 18th day of June 2024.

Notary Public

My Commission Expires: 9/8/25

JOHN QUINTON HORNER STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires 09-08-2025

Tennessee Certification of Electronic Document

I, J. BRANDON MILLER do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on **June 18, 2024**.

Affiant Signature

June 24, 2024

State of TENNESSEE

County of DAVIDSON

Sworn to and subscribed before me this 24th day of June, 2024.

CAITLIN MCKEIGHEN
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
MY COMM. EXPIRES JULY 7, 2025

Notary's Signature

MY COMMISSION EXPIRES: 7-7-25