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Tax Parcel Identification Number: 08-028-0078, 08-028-0079 & 08-022-0089

E# 2893697 PG 1 OF 10  
Leann H. Kilts, WEBER COUNTY RECORDER  
06-Dec-17 11:59 AM FEE \$30.00 DEP JC  
REC FOR: FOUNDERS TITLE COMPANY - LAYTON  
ELECTRONICALLY RECORDED

Prepared by, and after recording  
return to:  
Angela M.Z. Amisano, Esq.  
Krooth & Altman LLP  
1850 M Street, NW, Suite 400  
Washington DC, 20036

17-023766

**AMENDMENT TO SECURITY INSTRUMENT**

**(UTAH)**

**AMENDMENT OF SECURITY INSTRUMENT**

**THIS AMENDMENT OF SECURITY INSTRUMENT** (this “**Amendment**”), dated as of December 6, 2017, is executed by and between **MIDLAND PARTNERS ONE, LLC**, a limited liability company organized and existing under the laws of Utah (“**Borrower**”), and **FANNIE MAE**, a corporation organized and existing under the laws of the United States of America (“**Lender**”).

**WITNESSETH:**

**WHEREAS**, Pursuant to that certain Multifamily Loan and Security Agreement dated as of December 22, 2016, executed by and between Borrower and Walker & Dunlop, LLC, a Delaware limited liability (the “**Prior Lender**”) (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), Prior Lender made a loan to Borrower in the original principal amount of Twenty-Two Million One Hundred Seventy-Nine Thousand and no/100 Dollars (\$22,179,000.00) (the “**Mortgage Loan**”), as evidenced by, among other things, that certain Multifamily Note dated as of December 22, 2016, executed by Borrower and made payable to the order of Prior Lender in the amount of the Mortgage Loan (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Note**”), which Note has been assigned to Fannie Mae.

**WHEREAS**, In addition to the Loan Agreement, the Mortgage Loan and the Note are also secured by that certain Multifamily Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of December 22, 2016, recorded on December 22, 2016, in the Official Records of Weber County, Utah, as Entry No. 2833314, executed by Borrower for the benefit of Prior Lender (“**Security Instrument**”), on the land more particularly described in Exhibit A attached to the Security Instrument.

**WHEREAS**, the Security Instrument was assigned by Prior Lender to Lender by Assignment of Deed of Trust dated as of December 22, 2016, recorded on December 22, 2017, in the Official Records of Weber County, Utah, as Entry No. 2833315.

**WHEREAS**, pursuant to the Loan Agreement, Borrower is obligated to cross-collateralize and cross-default the Mortgage Loan with any Fannie Mae mortgage loan to an affiliate of Borrower on property adjacent to the Mortgaged Property, as defined in the Security Instrument.

**WHEREAS**, an affiliate of Borrower is, concurrent with this Amendment, entering into a Fannie Mae mortgage loan for the adjacent property commonly known as Claradon Village Apartments Phase 2 (the “**Phase 2 Mortgage Loan**”) and Borrower and Lender have agree to

amend the Loan Agreement to cross-collateralize and cross-default the Mortgage Loan with the Phase 2 Mortgage Loan.

**NOW, THEREFORE**, in consideration of the premises and the sum of **TEN DOLLARS (\$10.00)** in hand paid by Borrower to Lender, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, for themselves and their respective heirs, executors, administrators, successors and assigns, hereby covenant and agree as follows:

**1. Recitals.**

The recitals set forth above are incorporated herein by reference.

**2. Capitalized Terms.**

Capitalized terms used and not specifically defined herein have the meanings given to such terms in the Security Instrument.

**3. Exhibits.**

Modifications to Security Instrument (Phased Properties – Full Cross, Form 6319) attached hereto as Exhibit B is hereby added as Exhibit B to the Security Instrument and made a part thereof.

**4. Confirmation of Security Instrument.**

Except as herein provided, the terms of the Security Instrument shall remain in full force and effect and shall not be deemed modified. The Security Instrument, as modified hereby, continues to secure the obligation of Borrower under the Loan Documents with the same lien priority as immediately prior to the execution and recordation hereof. This Amendment shall be governed by and construed in accordance with the laws of the Property Jurisdiction.

**5. Counterparts.**

This Amendment may be executed in any number of counterparts with the same effect as if the parties hereto had signed the same document and all such counterparts shall be construed together and shall constitute one instrument.

**[Remainder of Page Intentionally Blank]**

IN WITNESS WHEREOF, Borrower and Lender have signed and delivered this Amendment under seal (where applicable) or have caused this Amendment to be signed and delivered by their duly authorized representative under seal (where applicable). Where applicable law so provides, Borrower and Lender intend that this Amendment shall be deemed to be signed and delivered as a sealed instrument.

**BORROWER:**

**MIDLAND PARTNERS ONE, LLC**  
a Utah limited liability company

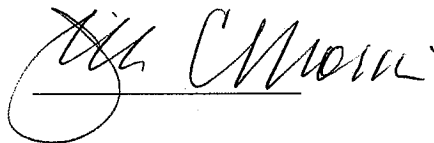
By: BENCHMARK ASSET MANAGEMENT, LLC  
a Utah limited liability company  
its Manager

By:  (SEAL)  
Neil Wall  
Manager

**ACKNOWLEDGEMENT**

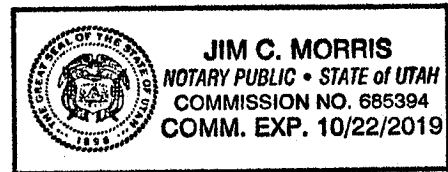
State of Utah )  
County of DAVIS ) §

On this 4<sup>th</sup> day of December, in the year 2017, before me ~~by NEIL WALL~~ JIM C. MORRIS, a notary public, personally appeared Neil Wall, Manager of Benchmark Asset Management, LLC, as the Manager and on behalf of Midland Partners One, LLC, a Utah limited liability company, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same. Witness my hand and official seal.



NOTARY PUBLIC

[DOCUMENT EXECUTION CONTINUES ON THE FOLLOWING PAGE]



**LENDER:**

**FANNIE MAE**

By: **WALKER & DUNLOP, LLC**  
a Delaware limited liability company  
its Attorney-in-Fact

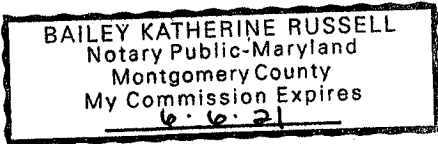
By: Debra A. Casale (SEAL)  
Debra A. Casale  
Senior Vice President

**ACKNOWLEDGMENT**

STATE OF Maryland )  
) ss:  
COUNTY OF Montgomery )

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared Debra A. Casale, to me known to be the person described in and who executed the foregoing instrument as Senior Vice President of Walker & Dunlop, LLC, a Delaware limited liability company, and acknowledged before me that she executed the same as such Senior Vice President in the name and on behalf of said limited liability company.

Witness my hand and official seal in the county and state last aforesaid, this 30<sup>th</sup> day of November, ~~2016~~ 2017.



Bailey Katherine Russell  
Notary Public  
Printed Name: Bailey Katherine Russell

My Commission Expires: June 6, 2021

**Attachment:**  
Exhibit "A" - Legal Description  
Exhibit "B" - Modifications to Security Instrument

**EXHIBIT A****Phase 1**

**PART OF THE WEST HALF OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF MIDLAND DRIVE. SAID POINT BEING NORTH 00°51'40" EAST 891.01 FEET AND SOUTH 89°08'20" EAST 2417.79 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 2; THENCE SOUTH 44°09'52" EAST 344.87 FEET; THENCE SOUTH 00°41'05" WEST 695.65 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF HINCKLEY DRIVE (SR 79); THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES U) SOUTH 34°21'17" WEST 6.08 FEET (2) SOUTH 77°38'44" WEST 206.47 FEET AND (3) SOUTH 86°00'00" WEST 204.79 FEET; THENCE NORTH 04°00'00" WEST 82.80 FEET; THENCE SOUTH 86°40'43" WEST 19.63 FEET; THENCE NORTH 03°19'17" WEST 26.64 FEET; THENCE SOUTH 85°22'02" WEST 41.76 FEET; THENCE NORTH 00°31'13" WEST 118.73 FEET; THENCE NORTH 03°19'17" WEST 155.07 FEET; THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 130.55 FEET, A RADIUS OF 188.00 FEET, A CHORD BEARING OF NORTH 23°12'55" WEST AND A CHORD LENGTH OF 127.94 FEET; THENCE SOUTH 46°53'29" WEST 28.84 FEET; THENCE NORTH 45°04'30" WEST 152.26 FEET TO THE EASTERLY RIGHT OF WAY LINE OF MIDLAND DRIVE; THENCE NORTH 45°50'00" EAST ALONG SAID EASTERLY RIGHT OF WAY 606.90 FEET TO THE POINT OF BEGINNING.**

**08-028-0078, 08-028-0079 & 08-022-0089**

**PARCEL 2**

**A PERMANENT NON-EXCLUSIVE CROSS EASEMENT OVER, THROUGH AND ACROSS ALL DRIVEWAYS, WALKWAYS AND PARKING AREAS WITHIN THE MASTER TRACT, FOR THE USE AND BENEFIT OF RESIDENTS OF ANY PORTION OR PHASE OF THE MASTER TRACT, INCLUDING BUT NOT LIMITED TO AN EASEMENT TO ACCESS THE COMMON AMENITIES, AS CREATED BY GRANT OF EASEMENT AND JOINT USE DECLARATION RECORDED AUGUST 10, 2016, AS ENTRY NO. 2808278.**

**EXHIBIT B**

**EXHIBIT B**

**MODIFICATIONS TO SECURITY INSTRUMENT  
(Phased Properties – Full Cross)**

The foregoing Security Instrument is hereby modified as follows:

1. Capitalized terms used and not specifically defined herein have the meanings given to such terms in the Security Instrument.

2. Section 1 of the Security Instrument (Defined Terms) is hereby amended by amending and restating the following definitions:

**“Indebtedness”** means the principal of, interest on, and all other amounts due at any time under the Note, the Loan Agreement, this Security Instrument and any other Loan Document (other than the Environmental Indemnity Agreement and Guaranty), the Other Security Instrument, and any Other Loan Document (other than the Environmental Indemnity Agreement for the Other Loan and the Guaranty for the Other Loan), including Prepayment Premiums, late charges, interest charged at the Default Rate, and accrued interest as provided in the Loan Agreement and this Security Instrument, advances, costs and expenses to perform the obligations of Borrower or to protect the Mortgaged Property or the security of this Security Instrument, all other monetary obligations of Borrower under the Loan Documents (other than the Environmental Indemnity Agreement) and the Other Security Instrument, and any Other Loan Document (other than the Environmental Indemnity Agreement for the Other Loan) including amounts due as a result of any indemnification obligations, and any Enforcement Costs.

3. Section 1 of the Security Instrument (Defined Terms) is hereby amended by adding the following new definitions in the appropriate alphabetical order:

**“Borrower Projects”** means all of the properties owned by Borrower or Future Borrower, as described on Exhibit I, attached hereto, together with the Mortgaged Property, that secure the Indebtedness and each Other Loan.

**“Future Borrower”** means Borrower Affiliate or a Person Controlled by Key Principal.

**“Other Loan Documents”** means each Other Security Instrument and any other loan documents, including any loan agreement or note evidencing any Other Loan.

**“Other Loan”** means, individually and collectively, each additional loan extended from Lender to Borrower or Future Borrower, as described on Exhibit I, attached hereto.

**“Other Security Instrument”** means, individually and collectively, each multifamily mortgage, deed of trust or deed to secure debt encumbering each of the Borrower Projects (other than the Mortgaged Property) securing each Other Loan.

4. The first full paragraph of the Security Instrument is revised to delete clause (i) and restate it as follows:

(i) the loan in the original principal amount of Twenty-Two Million One Hundred Seventy-Nine Thousand and no/100ths Dollars (\$22,179,000.00) (the **“Mortgage Loan”**) evidenced by that certain Multifamily Note dated as of the date of this Security Instrument, executed by Borrower and made payable to the order of Lender (as amended, restated, replaced, supplemented, or otherwise modified from time to time, the **“Note”**) and the Other Loan in the original principal amount of Eleven Million Seven Hundred Fifty Thousand and no/100 Dollars (\$11,750,000.00) as evidenced by the Other Loan Documents;

5. The following section is hereby added to the Security Instrument as Section 17 (Cross-Default and Cross-Collateralization):

**17. Cross-Default and Cross-Collateralization.**

**(a) Cross-Default.**

Borrower hereby agrees and consents that the occurrence of an “Event of Default” (as defined in each Other Security Instrument) shall be an Event of Default under the Loan Agreement.

**(b) Cross-Collateralization; Remedies Against Other Collateral.**

Borrower hereby agrees and consents that the Indebtedness and each Other Loan are and shall be collateralized and secured by the lien of this Security Instrument on the Mortgaged Property and by the liens of each Other Security Instrument on each of the Borrower Projects. Borrower further agrees that the Mortgaged Property shall secure both the Indebtedness of the Borrower and the obligations of Borrower or Future Borrower, pursuant to each Other Loan and the Other Loan Documents.

Borrower further agrees and consents that upon the occurrence and during the continuance of an Event of Default, Lender shall have the right, in its sole and absolute discretion, to exercise any and all rights and remedies in and under any of the Loan Documents, including the right to proceed, at the same or at different times, to foreclose any or all liens against such collateral (or sell such collateral under power of sale) in accordance with the terms of this Security Instrument or any Other Security Instrument, by any proceedings appropriate in the jurisdictions where such collateral is located, and that no enforcement action taking place in any jurisdiction shall preclude or bar enforcement in any other jurisdiction. Any Foreclosure Event brought in any jurisdiction in which collateral is located may be



brought and prosecuted as to any part of such collateral without regard to the fact that a Foreclosure Event has not been instituted elsewhere on any other part of the collateral for the Indebtedness. No notice, except as may be expressly required by the Loan Documents or by applicable law, shall be required to be given to Borrower in connection with (a) the occurrence of such Event of Default, or (b) Lender's exercise of any and all of its rights or remedies after the occurrence of such Event of Default.



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Borrower Initials

**EXHIBIT I  
TO  
MODIFICATIONS TO MULTIFAMILY SECURITY INSTRUMENT  
(Phased Properties – Full Cross)**

**Borrower Projects and Other Loan**

<b>Property Name and Address</b>	<b>Borrower Name</b>	<b>Loan Amount</b>	<b>Effective Date</b>
<b>Claradon Village Apartments</b> 3560 S. Midland Drive West Haven, Utah 84401	<b>Midland Partners One, LLC</b>	<b>\$22,179,000.00</b>	<b>December 22, 2016</b>
<b>Claradon Village Apartments Phase 2</b> 3560 S. Midland Drive West Haven, Utah 84401	<b>Midland Partners Two, LLC</b>	<b>\$11,750,000.00</b>	<b>December 6, 2017</b>