

Prepared by, and after recording  
return to:

Keith R. Small, Esquire  
Reiferson Dee PLC  
1200 G Street NW, Suite 800  
Washington, DC 20005

First American Title  
National Commercial Services  
NCS File # 805397

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08/27/2019 01:40 PM \$40.00  
Book - 10821 Pg - 5114-51204  
RASHELLE HOBBS  
RECODER, SALT LAKE COUNTY, UTAH  
FIRST AMERICAN NCS  
215 S STATE ST #380  
SLC UT 84111  
BY: NPA, DEPUTY - WI / P.8 PG

**AMENDMENT TO MULTIFAMILY DEED OF TRUST,  
ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE  
FILING**

**(UTAH)**

{00025326.v2}  
**Amendment to Multifamily Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture  
Filing**

**AMENDMENT TO MULTIFAMILY DEED OF TRUST,  
ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE  
FILING**

THIS AMENDMENT TO MULTIFAMILY DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Amendment") is dated as of the 27 day of August, 2019, between **BRICKYARD31, L.L.C.**, a limited liability company organized and existing under the laws of the State of Utah, as grantor (collectively, "Borrower"), and **FANNIE MAE**, a corporation duly organized under the Federal National Mortgage Association Charter Act, as amended, 12 U.S.C. §1716 et seq. and duly organized and existing under the laws of the United States, as mortgagee ("Fannie Mae").

**RECITALS:**

A. Pursuant to that certain Multifamily Loan and Security Agreement (the "Loan Agreement") dated as of November 8, 2018 (the "Effective Date"), Walker & Dunlop, LLC, a Delaware limited liability company ("Prior Lender") made a loan to Borrower in the original principal amount of Thirty Million Five Hundred Thousand and 00/100 Dollars (\$30,500,000.00) (the "Mortgage Loan"), as evidenced by that certain Multifamily Note dated as of the Effective Date, executed by Borrower and made payable to Prior Lender in the amount of the Mortgage Loan (as amended, restated, replaced, supplemented, or otherwise modified from time to time, the "Note").

B. The Mortgage Loan and the Note are also secured by, among other things, that certain Multifamily Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of the Effective Date and recorded on November 8, 2018 in Book 10728, Pages 8222-8247 of the Official Records of Salt Lake County, Utah (the "Records") (as amended, restated, replaced, supplemented, or otherwise modified from time to time, the "Security Instrument"), executed by Borrower in favor of Prior Lender.

B. Fannie Mae is the successor-in-interest to the Prior Lender under the Loan Agreement and the Security Instrument, and the holder of the Note and the mortgagee or beneficiary under the Security Instrument.

C. Prior Lender services the Mortgage Loan on behalf of Fannie Mae.

D. Pursuant to a Special Warranty Deed from Brickyard Partners, L.L.C., a Utah limited liability company, as grantor, to Borrower dated August 19, 2019, and recorded in the Records on August 27, 2019 in Book 10821, Pages 4538, Borrower acquired the property described on page 2 of Exhibit A attached hereto ("Additional Property").

E. In order for the Additional Property to serve as additional collateral for the Mortgage Loan and to be encumbered by the Security Instrument, the original legal description of the Mortgaged Property as set forth in the Exhibit A attached to the Security Instrument must be modified as set forth in Exhibit A attached to this Amendment.

F. Borrower and Lender now desire to amend the Security Instrument as provided below.

NOW, THEREFORE, in consideration of the mutual promises contained in this Amendment and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Fannie Mae agree as follows:

**AGREEMENTS:**

**Section 1. Recitals.**

The recitals set forth above are incorporated herein by reference as if fully set forth in the body of this Amendment.

**Section 2. Defined Terms.**

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

**Section 3. Amendment.** The Exhibit A attached to the Security Instrument is hereby deleted and Exhibit A attached hereto is substituted in lieu thereof.

**Section 4. Authorization.**

Borrower represents and warrants that it duly authorized to execute and deliver this Amendment and is and will continue to be duly authorized to perform its obligations under the Security Instrument, as amended hereby.

**Section 5. Compliance with Loan Documents.**

The representations and warranties set forth in the Loan Documents, as amended hereby, are true and correct with the same effect as if such representations and warranties had been made on the date hereof, except for such changes as are specifically permitted under the Loan Documents. In addition, Borrower has complied with and is in compliance with all of the covenants set forth in the Loan Documents, as amended hereby.

**Section 6. No Event of Default.**

Borrower represents and warrants that, as of the date hereof, no Event of Default under the Loan Documents, as amended hereby, or event or condition which, with the giving of notice or the passage of time, or both, would constitute an Event of Default, has occurred and is continuing.

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**Amendment to Multifamily Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing**

**Section 7. Costs.**

Borrower agrees to pay all fees and costs (including attorneys' fees) incurred by Fannie Mae and any Loan Servicer in connection with this Amendment.

**Section 8. Continuing Force and Effect of Loan Documents.**

Except as specifically modified or amended by the terms of this Amendment, all other terms and provisions of the Security Instrument and the other Loan Documents are incorporated by reference herein and in all respects shall continue in full force and effect. Borrower, by execution of this Amendment, hereby reaffirms, assumes and binds itself to all of the obligations, duties, rights, covenants, terms and conditions that are contained in the Security Instrument and the other Loan Documents, including Section 13 (Governing Law; Consent to Jurisdiction and Venue) of the Security Instrument.

**Section 9. No Novation.** This Amendment is not intended to create a novation of the indebtedness secured by the Security Instrument, which indebtedness remains outstanding and payable in accordance with its terms.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, Borrower has signed and delivered this Amendment under seal (where applicable), or has caused this Instrument to be signed and delivered by its duly authorized representative under seal (where applicable). Where applicable law so requires, Borrower intends that this Amendment shall be deemed signed and delivered as a sealed instrument.

**BORROWER:**

**BRICKYARD31, L.L.C.**, a Utah limited liability company

By: BP Management, LLC, a Utah limited liability company, Manager

By: Ritchie The Ritchie Group, L.C., a Utah limited liability company, Manager

By: Paul W. Richie (SEAL)  
Name: Paul W. Richie  
Title: Manager

**ACKNOWLEDGMENT**

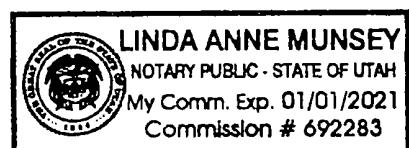
STATE OF Utah )  
 ) : ss  
COUNTY OF Salt Lake )

The forgoing instrument was acknowledged before me this August 23, 2019, by Paul W. Richie, Manager of The Ritchie Group, L.C., a Utah limited liability company, Manager of BP3 Management, LLC, a Utah limited liability company, Manager of Bricklyard3, L.L.C, a Utah limited liability company.

(Seal)

Linda Anne Munsey

Notary Public



Printed Name: Linda Anne Munsey

My Commission Expires: 01/01/2021

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Amendment to Multifamily Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing

## FANNIE MAE:

By: Walker & Dunlop, LLC, a Delaware limited liability company, its Attorney-in-Fact

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose signature appears on this document.

On this \_\_\_\_\_ day of \_\_\_\_\_ 2019, before me personally appeared  
\_\_\_\_\_  
to me known the \_\_\_\_\_ of Walker &  
Dunlop, LLC, a Delaware limited liability company, the limited liability company that executed  
the within and foregoing instrument as Attorney-in-Fact for FANNIE MAE, and acknowledged  
the said instrument to be the free and voluntary act and deed of said limited liability company, for  
the uses and purposes therein mentioned, and on oath stated that he/she was authorized to  
execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

(Seal)

Notary Public in and for the State of \_\_\_\_\_, residing  
at \_\_\_\_\_  
My commission expires:

[Type or Print Notary Name]

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**Amendment to Multifamily Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing**

**FANNIE MAE:**

By: Walker & Dunlop, LLC, a Delaware limited liability company, its Attorney-in-Fact

By: Suzanne C  
Name: Suzanne C  
Title: Svp & Cso

**ACKNOWLEDGMENT**

STATE OF Maryland)  
COUNTY OF Montgomery) ss:

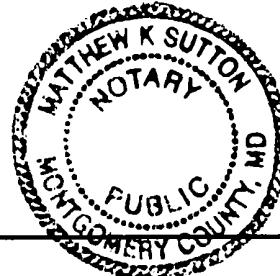
I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose signature appears on this document.

On this 30th day of July 2019, before me personally appeared Suzanne Collins to me known the Svp & Cso of Walker & Dunlop, LLC, a Delaware limited liability company, the limited liability company that executed the within and foregoing instrument as Attorney-in-Fact for FANNIE MAE, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Matthew K. Sutton (Seal)  
Notary Public in and for the State of Maryland, residing  
at 12721 Hunting Horn Ct. Potomac, MD 20854  
My commission expires: 12/15/21

Matthew K. Sutton  
[Type or Print Notary Name]



## Exhibit "A"

Real property in the City of Salt Lake City, County of Salt Lake, State of Utah, described as follows:

### PARCEL 1:

The Residential Unit;

And each and all of the Convertible Space Residential Units;

(being Units RC101, RC102, RC103, RC104, RC105, RC106, RC107, RC108, RC109, RC110, RC111, RC201, RC202, RC203, RC204, RC205, RC206, RC207, RC208, RC209, RC210, RC211, RC301, RC302, RC303, RC304, RC305, RC306, RC307, RC308, RC309, RC310, RC311, RC401, RC402, RC403, RC404, RC405, RC406, RC407, RC408, RC409, RC410, and RC411)

and

Convertible Space Parking Unit A;

Convertible Space Parking Unit B;

Convertible Space Parking Unit C;

Convertible Space Parking Unit D

All contained within the ELEMENT31 CONDOMINIUMS, as the same is identified in the Plat of Condominium recorded in Salt Lake County, Utah, on November 8, 2013 as Entry No. 11756896, in Book 2013P of Plats, at Page 235, and in the Amended and Restated Declaration of Condominium for ELEMENT31 CONDOMINIUMS, recorded in Salt Lake County, Utah on August 27, 2019 as Entry No. 13060252, in Book 10821, at Page 5037.

TOGETHER with the undivided ownership interest in said Project's Common Elements that is appurtenant to said Units as more particularly described in said Amended and Restated Declaration.

### PARCEL 1A:

SAID UNITS ARE Together with the rights, right-of-way(s) and easement (s), subject to the covenants, restrictions and obligations as contained and described in that certain EASEMENT AGREEMENT INCLUDING RESTRICTIVE COVENANTS, filed for record on December 10, 1976 as Entry No. 2885901, in Book 4424, at Page 1504, and as amended in that certain AMENDMENT TO EASEMENT AGREEMENT INCLUDING RESTRICTIVE COVENANTS filed for record on September 27, 1977 as Entry No. 30002083, in Book 4554, at Page 1444, and as further amended in that certain SECOND AMENDMENT TO EASEMENT AGREEMENT INCLUDING RESTRICTIVE COVENANTS filed for record on April 5, 1993 at Entry No. 5470080, in Book 6633, at Page 1633.

APN: 16-29-432-002 through -051