



W3388235

E# 3388235 PG 1 OF 7
B. Rahimzadegan, WEBER COUNTY RECORDER
08-Oct-25 0150 PM FEE \$100.00 DEP JJ
REC FOR: TYLER D. HAWKES, ATTORNEY AT LAW
ELECTRONICALLY RECORDED

Prepared by, and after recording
return to:

Matthew B. Liebler, Esquire
Troutman Pepper Locke LLP
301 South College Street
Suite 3400
Charlotte, NC 28202

Tax Parcel Identification Number: 15-713-0001
thru 15-713-0035 and 15-713-0115 & 15-713-0116
15-860-0001, 15-860-0002, & 15-860-0003

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

Riverwalk Townhomes

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

(Multipurpose)

This **THIRD AMENDMENT TO MULTIFAMILY DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING** (this "**Amendment**") dated as of September 30, 2025, is executed by **RIVERWALK TH I ICG LLC**, a Washington limited liability company, as grantor ("**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 ("**Fannie Mae**").

RECITALS:

A. M&T Realty Capital Corporation, a Maryland corporation ("**Prior Lender**") made a loan to Riverwalk Communities, LLC, a Utah limited liability company ("**Original Borrower**") in the original principal amount of Seven Million Five Hundred Thirty-Three Thousand and 00/100 Dollars (US \$7,533,000.00) (the "**Mortgage Loan**"), as evidenced by that certain Multifamily Note dated as of May 14, 2021 (the "**Effective Date**"), executed by Original 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 secured by, among other things, a certain Multifamily Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of the Effective Date and recorded on May 14, 2021 in the land records of Weber County, State of Utah (the "**Land Records**") as Entry No. 3153063 (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Security Instrument**"), which encumbers the Land more particularly described on Exhibit A attached to this Amendment, together with all other real and personal property encumbered by the Security Instrument and the other Loan Documents (the "**Mortgaged Property**").

C. Fannie Mae is the successor-in-interest to the Prior Lender as the holder of the Note and the grantee or beneficiary under the Security Instrument. The Assignment of Security Instrument was recorded on May 14, 2021 in the Land Records as Entry No. 3153065.

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

E. Pursuant to the Assumption and Release Agreement dated as of September 14, 2023, Borrower agreed to ratify and assume all of Original Borrower's rights, obligations, and liabilities created or arising under the Loan Documents ("**Assumption**"). The Assumption was further evidenced by a Second Amendment Multifamily Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of September 14, 2023 ("**Second**

Amendment") which was recorded on September 14, 2023 in the Land Records as Entry No. 3298042.

F. Borrower and Lender desire to modify certain provisions of the Security Instrument, subject to the terms and conditions set forth in this Amendment.

AGREEMENT:

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:

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. Modification.

Exhibit A (Description of the Land) is hereby deleted in its entirety and replaced with Exhibit A attached hereto.

Section 4. Authorization.

Borrower represents and warrants that Borrower is 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.

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.

Section 9. 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.

Section 10. Construction/Governing Law.

This Amendment shall be governed by and construed in accordance with the laws of the Property Jurisdiction, and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors, legal representatives and assigns.

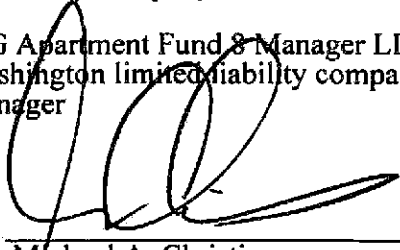
IN WITNESS WHEREOF, Borrower and Fannie Mae have signed and delivered this Amendment under seal (where applicable) or have caused this Amendment to be signed and delivered under seal (where applicable) by their duly authorized representatives. Where applicable law so provides, Borrower and Fannie Mae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

[Remainder of Page Intentionally Blank]

BORROWER:

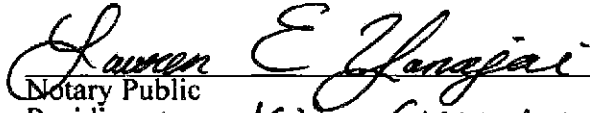
RIVERWALK TH I ICG LLC, a Washington limited liability company

By: ICG Apartment Fund 8 Manager LLC, a Washington limited liability company, its Manager

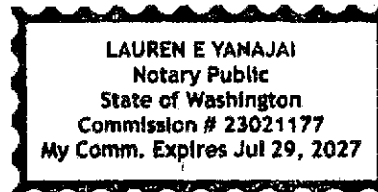
By: 
Michael A. Christian
Manager

STATE OF Washington)
COUNTY OF King) ss:

On the 30th day of Sept, 2025, personally appeared before me Michael A. Christian, Manager of ICG Apartment Fund 8 Manager LLC, a Washington limited liability company, Manager of Riverwalk TH I ICG LLC, a Washington limited liability company, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same for and on behalf of said limited liability company.


Notary Public
Residing at King County

My Commission Expires: 7/29/27



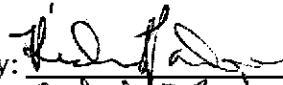
**Third Amendment to Multifamily
Mortgage, Assignment of Leases and Rents,
Security Agreement and Fixture Filing
Fannie Mae**

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FANNIE MAE:


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

By: M&T Realty Capital Corporation, a Maryland corporation, its Attorney-in-Fact

By:  (SEAL)
Richard J. Pardoe
Senior Vice President

STATE OF Maryland }
 CITY/COUNTY OF Anne Arundel }

On the 30th day of September, 2025, personally appeared before me Richard J. Pardoe, as Senior Vice President of M&T Realty Capital Corporation, a Maryland corporation, Attorney-in-Fact for 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, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same for and on behalf of said entity.


Maria L. Faux
 Notary Public
 Residing at Maryland

My Commission Expires: 11/23/26



**Third Amendment to Multifamily
 Mortgage, Assignment of Leases and Rents,
 Security Agreement and Fixture Filing
 Fannie Mae**

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EXHIBIT A

DESCRIPTION OF THE LAND

SW Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34 & 35, RIVERWALK TOWNHOMES NO 1, West Haven City, Weber County, Utah, as shown on the Plat recorded in Book 87, Pages 29-32; and

Tax Serial No's 15-713-0001 thru 15-713-0035 ds

ALL OF COMMON AREA A, B, & C, and PRIVATE STREETS, RIVERWALK TOWNHOMES NO. 1, WEST HAVEN CITY, WEBER COUNTY, UTAH, AS SHOWN ON THE PLAT RECORDED IN BOOK 87, PAGES 29-32, Less and Excepting: Riverwalk Townhomes No. 2 and Less and Excepting: Riverwalk Townhomes No. 1 1st Amended

Tax Serial No.'s 15-713-0115 & 15-713-0116 ds

ALL OF UNIT A & LIMITED COMMON AREA UNIT A, RIVERWALK TOWNHOMES NO. 1 1ST AMENDMENT, WEST HAVEN CITY, WEBER COUNTY, UTAH.

Tax Serial No. 15-860-0001 ds

ALL OF COMMON AREA D, RIVERWALK TOWNHOMES NO. 1 1ST AMENDMENT, WEST HAVEN CITY, WEBER COUNTY, UTAH.

Tax Serial No. 15-860-0002 ds

ALL OF PRIVATE ROAD, RIVERWALK TOWNHOMES NO. 1 1ST AMENDMENT, WEST HAVEN CITY, WEBER COUNTY, UTAH.

Tax Serial No. 15-860-0003 ds

TOGETHER WITH rights established by Reciprocal Permanent Access Easement dated May 14, 2021 and recorded May 14, 2021, as Entry No. 3153026 and as amended by First Amendment to Reciprocal Permanent Access Easement recorded January 16, 2025, as Entry No. 3354561.

**Third Amendment to Multifamily
Mortgage, Assignment of Leases and Rents,
Security Agreement and Fixture Filing
Fannie Mae**

Exhibit A-1