

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Jere G. Thompson, Esq.
Ballard Spahr Andrews & Ingersoll, LLP
1735 Market Street, 51st Floor
Philadelphia, PA 19103-7599

**AMENDMENT TO MULTIFAMILY MORTGAGE,
ASSIGNMENT OF RENTS AND SECURITY AGREEMENT**

THIS AMENDMENT TO MULTIFAMILY MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (the "**Amendment**") is made this 1st day of December, 2009 ("**Effective Date**"), by STADIUM PLACE ASSOCIATES, LIMITED PARTNERSHIP, a limited partnership organized and existing under the laws of Wyoming, whose address is c/o 619 SW Higgins Avenue, Suite E, Missoula, Montana 59803, as mortgagor ("**Borrower**"), and SA AFFORDABLE HOUSING, LLC, a limited liability company organized and existing under the laws of the State of Delaware, whose address is 1 SunAmerica Center, Century City, Los Angeles, California 90067-6022, as mortgagee ("**Lender**").

RECITALS:

A. Lender is the holder of a Multifamily Note dated July 31, 2007 made by Borrower to the order of Lender, (the "**Note**"). The Note is secured by that certain Multifamily Mortgage, Assignment of Rents and Security Agreement dated July 31, 2007, from Borrower, as mortgagor, in favor of Lender recorded August 3, 2007 in the Office of the County Recorder, Sheridan County, Wyoming, in Book 678, Page 206, (the "**Mortgage**").

B. The Note simultaneously herewith is being amended to reflect, a decrease in the principal amount thereof from U.S. \$2,070,000.00 to U.S. \$1,825,820.00.

C. Lender and Borrower desire to modify and amend the Mortgage to (i) correct the maturity date recited therein, and (ii) to reflect the decrease in the principal amount of the loan as set forth herein.

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual promises and understandings herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Modification of Mortgage. As of the Effective Date, the Mortgage is hereby modified, as follows:

(a) The second paragraph of Page 1 is amended (i) to replace the stated maturity date of May 1, 2025 with August 1, 2025 (so that the Maturity Date, as defined in the

Mortgage, is August 1, 2025) and (ii) and to replace the stated principal amount of "\$2,070,000.00" with "\$1,825,820.00."

2. No Impairment of Lien or Note. The property described in the Mortgage shall remain subject to the lien, charge and encumbrance of the Mortgage, and nothing herein contained or done pursuant hereto shall affect or be construed to affect the lien, charge, or encumbrance of the Mortgage. Nothing herein contained or done pursuant hereto shall affect or be construed to affect the priority of the Mortgage over other liens, charges, or encumbrances, or to release or affect the liability of any party or parties who would now or may hereafter be liable under or on account of the Note or the Mortgage. Nothing contained in this Amendment shall in any manner or way constitute or be deemed to be a release or impairment of the indebtedness evidenced by the Note or otherwise affect or impair the enforceability of the Note or the liens, assignments, rights and security interests securing the Note.

3. Representations and Warranties. Borrower hereby represents and warrants to Lender that it has full power and authority to execute, deliver and perform its obligations under this Amendment and all other instruments delivered to Lender in connection herewith, and this Amendment and all such other instruments are binding upon, and enforceable against Borrower in accordance with its terms.

4. Effect on Mortgage. Except as the Mortgage has been modified hereby, the Mortgage is unmodified and shall remain in full force and effect.

5. Counterparts. This Amendment may be executed in one or more counterparts, the signature pages for which when attached together shall constitute one agreement.

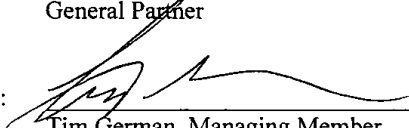
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IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first written above.

BORROWER:

STADIUM PLACE ASSOCIATES, LIMITED
PARTNERSHIP, a Wyoming limited partnership

By: SPARROW FUND 3, LLC, A Wyoming
Limited Liability Company, its
General Partner

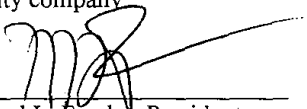
By: 
Tim German, Managing Member



LENDER:

SA AFFORDABLE HOUSING, LLC, a Delaware
limited liability company

By:



Michael L. Fowler, President

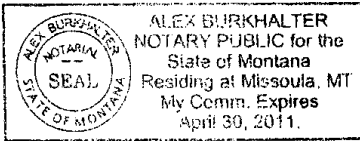
STATE OF Montana)
COUNTY OF Missoula) ss.

Before me, the undersigned Notary Public in and for the aforesaid County and State, personally appeared Tim German in his capacity as Managing Member of SPARROW FUND 3, LLC, A Wyoming Limited Liability Company, as General Partner of STADIUM PLACE ASSOCIATES, LIMITED PARTNERSHIP, a Wyoming limited partnership and being duly sworn, acknowledged the execution of the foregoing instrument.

WITNESS my hand and notary seal this 11 day of December, 2009.

My commission expires: _____

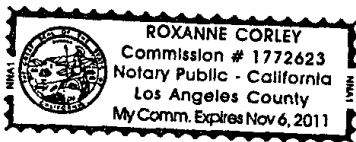

Notary Public



State of California)
County of Los Angeles)ss.

On December 11, 2009, before me, Roxanne Corley, Notary Public, personally appeared Michael L. Fowler.

I appeared to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Roxanne Corley
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer - Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

1760

EXHIBIT A
LEGAL DESCRIPTION

Lot 1 Cloud Peak Ranch, Third Filing, as recorded August 10, 2006, in Drawer C, Plat #62,
Sheridan County, Wyoming.

DMWEST #12044688

A-1

Amendment to Mortgage
Stadium Place Associates