



**THIS DOCUMENT PREPARED BY
AND UPON RECORDATION RETURN TO:**

Paul A. Renno, Esq.
Levy, Levy & Levy
900 Larkspur Landing Circle, Ste. 275
Larkspur, CA 94939

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE (the "Agreement") is dated the first day of February, 2015 and made effective as of the 24 day of February, 2015 by and between **HERITAGE TOWERS OF THE CHRISTIAN CHURCH (DISCIPLES OF CHRIST)**, a Wyoming non-profit corporation (together with its successors and assigns, the "Mortgagor"), and **PNC BANK, N.A.**, a national banking association, successor in interest to **MIDLAND LOAN SERVICES, INC.**, a Delaware corporation, and **CAPSTONE REALTY ADVISORS, LLC**, an Ohio limited liability company (together with its successors and assigns, the "Mortgagee").

WITNESSETH:

WHEREAS, the Mortgagor is the owner of certain real property located in the City of Sheridan, County of Sheridan, and State of Wyoming, on which is constructed a certain apartment project known as Heritage Towers, FHA Project No. 109-11010, hereinafter referred to as the "Project";

WHEREAS, Mortgagor previously executed a certain Mortgage Note dated February 1, 2009 in favor of Mortgagee in the original principal amount of Two Million One Hundred Seventy One Thousand and 00/100ths Dollars (\$2,171,000.00), with an outstanding balance of Two Million Fifty Four Thousand Three Hundred Twenty Seven and 29/100ths Dollars (\$2,054,327.29) after making the payment due on the last day of February, 2015, and insured by the Secretary of Housing and Urban Development acting by and through the Federal Housing Commissioner ("HUD") under Section 223(f) pursuant to Section 207 of the National Housing Act of 1934, as amended (the "Note"). The Note is secured by a Mortgage dated February 1, 2009 which was executed by the Mortgagor for the benefit of Mortgagee and thereafter recorded as Instrument No. 632754 in the Official Records of Sheridan County, Wyoming (the "Mortgage"); and

WHEREAS, the Mortgagor and Mortgagee mutually desire to amend the terms of the Note, to (i) reduce the rate of interest provided therein and (ii) as a result of such reduction in interest rate, reduce the amount of the monthly payments to principal and interest payable under the Note.

NOW, THEREFORE, for and in consideration of the above premises, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, and in further consideration of the agreements, covenants and stipulation hereinafter set forth, the parties for themselves and for their respective successors and assigns, do hereby agree and covenant as follows:



1. The foregoing recitals are hereby incorporated by reference as if set forth fully herein. All capitalized terms not otherwise defined in this Agreement shall have the same meanings ascribed to them in the Mortgage.

2. The paragraph on the second page of the Mortgage, commencing with "The Mortgagor is justly indebted to the mortgagee. . .", and concluding with "...however evidenced", is hereby deleted in its entirety and replaced with the following paragraph:

The Mortgagor is justly indebted to the Mortgagee in the principal sum of Two Million One Hundred Seventy One Thousand Dollars (\$2,171,000.00), evidenced by its Note of even date herewith, bearing interest from date on outstanding balance at the rate of Six and 60/100ths per centum (6.60%) per annum until the last day of February, 2015, and thereafter with interest from March 1, 2015 on outstanding balance at the rate of Three and 96/100ths per centum (3.96%) per annum until paid in full. All interest and principal shall be payable in monthly installments beginning on the first day of the month following the date hereof with a final maturity of March 1, 2044. Said Note is identified as being secured hereby by a certificate thereon and all of its terms are incorporated by reference and this conveyance shall secure any and all extensions thereof, however evidenced.

3. Nothing herein contained shall in any way impair the Note, as modified by the Note Modification, or the security now held for the indebtedness evidenced by the Note, as modified by the Note Modification, or alter, waive, annul, vary or affect any provision, covenant or condition of the Mortgage or the Regulatory Agreement executed by the Mortgagor and HUD and recorded of even date with the Mortgage (the "HUD Regulatory Agreement") or the security agreement executed by the Mortgagor and Mortgagee of even date with the Mortgage (together with the corresponding Uniform Commercial Code (UCC) Financing Statements, the "Security Agreement"), except as specifically modified and amended herein, nor affect or impair any rights, powers or remedies of the Mortgagee under the Note, as modified by the Note Modification, and Mortgage, as amended by this Agreement, or the HUD Regulatory Agreement or Security Agreement, nor create a novation or new agreement by and between the parties thereto, it being the intent of the parties to this Agreement that all of the terms, covenants, conditions and agreements of the Note, the Mortgage, the HUD Regulatory Agreement and the Security Agreement are expressly approved, ratified and confirmed, shall continue and remain in full force and effect except as modified hereby or by the Note Modification and that the lien of the Mortgage and the encumbrance of the HUD Regulatory Agreement on the Project and the priority thereof shall be unchanged.

4. Mortgagor hereby acknowledges and affirms to Mortgagee that as of the effective date of this Agreement, there are no counter-claims, defenses or set-offs, whether legal or equitable, to Mortgagor's obligations under either the Mortgage or the Note, and Mortgagor hereby waives the right to assert or raise any such counter-claims, defenses or set-offs which Mortgagor may have had with respect to any suit, proceeding or foreclosure action under the Mortgage that the Mortgagee, or any of its predecessors in interest in and to the Note, Mortgage or any other documents executed by the Mortgagor and/or Mortgagee in connection with the loan, may or could have brought against Mortgagor prior to the effective date of this Agreement.

5. Notwithstanding anything herein contained, if any one or more of the provisions of this Agreement shall for any reason whatsoever be held to be illegal, invalid, or unenforceable in any respect, such illegality, invalidity, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such illegal, invalid, or unenforceable provision had never been contained herein.



6. The Mortgage, as modified by this Agreement, may not be further modified except by an instrument in writing executed by each of the parties hereto.

7. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

8. This Agreement may be executed in any number of counterparts and all counterparts shall be construed together and shall constitute but one Agreement.

9. Mortgagor and Mortgagee acknowledge and agree that the terms of this Agreement are subject to the approval of HUD, which approval shall be evidenced by the written consent of HUD affixed to this Agreement.

10. In addition to the modifications stated herein, the parties hereto acknowledge and agree that for the period of the loan on and after March 1, 2015, all the documents related to the Note and Mortgage and delivered in connection with the closing of the related loan are hereby modified and amended to change any and all reference to the interest rate from Six and 60/100ths per centum (6.60%) per annum to Three and 96/100ths per centum (3.96%) per annum.

[REMAINDER OF PAGE INTENTIONALLY BLANK]



IN WITNESS WHEREOF, the Mortgagor and the Mortgagee have caused this Agreement to be executed as of the effective day and year above written.

MORTGAGOR:

HERITAGE TOWERS OF THE CHRISTIAN CHURCH (DISCIPLES OF CHRIST),
 a Wyoming non-profit corporation

By: [Signature]
 Name: Jeffrey S. Wells
 Title: President

ACKNOWLEDGMENT

STATE OF WYOMING)
) SS:
 COUNTY OF Sheridan)

On this 19th day of February, 2015, before me personally appeared Jeffrey S. Wells, to me personally known, who, being by me duly sworn, did say that he/she is the President of HERITAGE TOWERS OF THE CHRISTIAN CHURCH (DISCIPLES OF CHRIST), and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said Jeffrey S. Wells acknowledged said instrument to be the free act and deed of said corporation.

Notary Public: Pamela L. Hagemann

My commission expires: June 7 2018

[SEAL]



MORTGAGEE:

PNC BANK, N.A.,
 a national banking association

By: Kathy Ratliff
 Name: Kathy J. Ratliff
 Title: Senior Vice President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
 County of San Francisco) §

On February 19, 2015, before me, Lakesa M. Scott a Notary Public, personally appeared Kathy J. Ratliff who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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.

Lakesa M. Scott
 Signature of Notary



(Affix seal here)



HUD'S ACKNOWLEDGEMENT, APPROVAL AND ACCEPTANCE:

IN WITNESS WHEREOF, the undersigned on this ____ day of February, 2015, has hereunder set his/her hand for and on behalf of the Secretary of Housing and Urban Development, under authority and by virtue of the National Housing Act, as amended.

Secretary of Housing & Urban Development,
 acting by and through the Federal Housing
 Commissioner

By: Marnie LaPote
 Authorized Agent

ACKNOWLEDGMENT

STATE OF COLORADO)
)
 CITY & COUNTY OF DENVER)

Before me, Raquel Walstad a Notary Public in and for the said State, on this 23rd day of February, 2015, personally appeared Marnie LaPote, who is well known to me to be the Director, Denver Multifamily Hub, and the person who executed the foregoing instrument by virtue of the authority vested in her by Section 7(d) of the Department of Housing and Urban Development Act, 42 U.S.C.A. § 3535(d), as amended, and Section 207(b) of the National Housing Act, 12 U.S.C.A. § 1713(b), as amended, and I having first made known to her the contents thereof, she did acknowledge the signing thereof to be her free and voluntary act and done on behalf of Julian Castro, Secretary of Housing and Urban Development, for the uses, purposes and considerations therein set forth.

Witness my hand and official seal.

Raquel R. Walstad

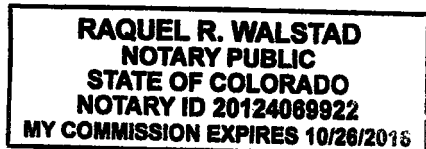




EXHIBIT A

Legal Description

A PORTION of Lot 1, Block 2 & a portion of Lot 2, Block 2, Alger Addition and a portion of Lot E, Farnham Addition, in the City of Sheridan, Sheridan County, Wyoming, according to the deed on file in the office of the Clerk and Recorder of said County, under No. 745542, which is further described as follows:

Beginning at a point which is N00°44'27"E a distance of 40.00 feet from the SE corner of said Lot 2 said point of beginning being on the West right-of-way (R.O.W.) of Jefferson Street, thence N89°18'40"W for a distance of 351.35 feet; thence N39°08'47"E for a distance of 387.90 feet; thence S89°25'26"E for a distance of 110.37 feet, to a point on said West R.O.W.; thence S00°44'27"W, along said West R.O.W. a distance of 303.97 feet, to the point of beginning, said tract containing an area of 70,138 square feet and lies entirely within the above said legal description.