



2024-790989 3/25/2024 9:51 AM PAGE: 1 OF 11
FEES: \$42.00 PK AMENDED MORTGAGE
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

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

(WYOMING)

**3d AAmendment to Security Instrument
Wyoming (West Park Village)
Havenpark V (Refi, Add Lakeway, StagSub 2)**

First American Title Insurance
National Commercial Services
NCS-IP1U-CO



THIRD AMENDMENT TO MULTIFAMILY MORTGAGE,
ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT
AND FIXTURE FILING

This **THIRD AMENDMENT TO MULTIFAMILY MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING** (this "**Amendment**") dated as of March 20, 2024, is executed by and between **WEST PARK VILLAGE LLC**, a Delaware limited liability company, as trustor ("**Borrower**"), and **FANNIE MAE**, the corporation duly organized and existing under the laws of the United States, as mortgagee ("**Fannie Mae**").

RECITALS:

A. Borrower and BELLWETHER ENTERPRISE MORTGAGE INVESTMENTS, LLC, a Maryland limited liability company ("**Lender**") entered into that certain Master Credit Facility Agreement dated as of April 28, 2021, as amended by that certain Reaffirmation, Joinder and First Amendment to Master Credit Facility Agreement, dated as of June 23, 2021, as amended by that certain Reaffirmation, Joinder and Second Amendment to Master Credit Facility Agreement, dated as of October 6, 2021, as amended by that certain Reaffirmation, Joinder and Third Amendment to Master Credit Facility Agreement, dated as of November 17, 2021, as amended by that certain Reaffirmation, Joinder and Fourth Amendment to Master Credit Facility Agreement, dated as of December 23, 2021, as amended by that certain Reaffirmation, Joinder and Fifth Amendment to Master Credit Facility Agreement dated as of December 29, 2021, as amended by that certain Reaffirmation, Joinder and Sixth Amendment to Master Credit Facility Agreement, dated as of January 24, 2022, as amended by that certain Reaffirmation and Seventh Amendment to Master Credit Facility Agreement, dated as of August 4, 2022, as amended by that certain Reaffirmation, Joinder and Eighth Amendment to Master Credit Facility Agreement, dated as of May 18, 2023, as amended by that certain Reaffirmation and Ninth Amendment to Master Credit Facility Agreement, dated as of August 2, 2023, as amended by that certain Reaffirmation, Joinder and Tenth Amendment to Master Credit Facility Agreement, dated as of August 3, 2023, as amended by that certain Reaffirmation and Eleventh Amendment to Master Credit Facility Agreement, dated as of September 19, 2023, as further amended by that certain Reaffirmation, Joinder and Twelfth Amendment to Master Credit Facility Agreement, dated as of September 26, 2023, as further amended by that certain Reaffirmation and Thirteenth Amendment to Master Credit Facility Agreement, dated as of October 26, 2023, and as further amended by that certain Reaffirmation and Fourteenth Amendment to Master Credit Facility Agreement to Master Credit Facility Agreement, dated as of December 29, 2023, and as further amended by that certain Reaffirmation, Joinder and Fifteenth Amendment to Master Credit Facility Agreement, dated as



of the date hereof (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Lender shall, from time to time, make Advances to Borrower in accordance with the terms of the Loan Agreement. All Advances made in accordance with the Loan Agreement are referred to, collectively, as the “**Mortgage Loan.**”

B. In connection with the Master Agreement, Borrower executed, for the benefit of Lender, that certain Multifamily Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of April 28, 2021, and recorded on April 29, 2021 as Document No. 2021-768641 in the Official Records of Sheridan County, Wyoming (the “**Public Records**”), as amended by that certain First Amendment to Multifamily Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of August 4, 2022, and recorded on August 10, 2022 as Document No. 2022-780756 in the Public Records, and as further amended by that certain Second Amendment to Multifamily Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of May 18, 2023, and recorded on May 24, 2023, as Document No. 2023-785711 in the Public Records, (the “**Security Instrument**”), in respect of the real property in Sheridan County, State of Wyoming further described in Exhibit A attached hereto and to secure repayment the Indebtedness (as defined in the Security Instrument). The Security Instrument was assigned to Fannie Mae by Lender pursuant to that certain Assignment of Multifamily Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of April 28, 2021, and recorded on April 29, 2021 as Document No. 2021-768644 in the Public Records.

C. Pursuant to that certain Reaffirmation, Joinder and Fifteenth Amendment to Master Credit Facility Agreement dated as of the date hereof (the “**MCFA Amendment 15**”), Lender is making a Future Advance (as defined in the Master Agreement) to Borrower consisting of a Fixed Advance in the original principal amount of \$23,116,000, which is evidenced by a Multifamily Note dated as of the date hereof and executed by Borrower in favor of Lender (“**New Note**”). Lender has endorsed the New Note to Fannie Mae on the date hereof.

D. In connection with the MCFA Amendment 15, Borrower and Fannie Mae now desire to make certain amendments to the Security Instrument to evidence the increase in the indebtedness secured by the Security Instrument, as set forth herein. In connection with the MCFA Amendment 15, Borrower and Fannie Mae now desire to make certain amendments to the Security Instrument to evidence the increase in the indebtedness secured by the Security Instrument, as set forth herein.

E. Fannie Mae and Borrower intend these Recitals to be a material part of this Amendment.



NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENTS:

1. Terms not otherwise defined in this Amendment shall have the meanings ascribed to those terms in the Security Instrument or the Master Agreement, as applicable.

2. Borrower and Fannie Mae hereby acknowledge and agree that the original principal amount of the Mortgage Loan has been increased from \$260,776,000 to \$262,144,000, as evidenced by the New Note and the Note (as defined in the Security Instrument), together.

3. The third paragraph of the Security Instrument is hereby amended and restated in its entirety as follows:

“Borrower, in consideration of (i) the Mortgage Loan evidenced by (a) that certain Multifamily Note in the original principal amount of \$35,536,000 dated as of April 28, 2021, executed by Borrower and others and made payable to the order of Lender, (b) that certain Multifamily Note in the original principal amount of \$22,449,000 dated as of April 28, 2021, executed by Borrower and others and made payable to the order of Lender, (c) that certain Multifamily Note in the original principal amount of \$7,241,000 dated as of June 23, 2021, executed by Borrower and others and made payable to the order of Lender, (d) that certain Multifamily Note in the original principal amount of \$13,235,000, dated as of October 6, 2021, executed by Borrower and others and made payable to the order of Lender, (e) that certain Multifamily Note in the original principal amount of \$23,616,000, dated as November 17, 2021, executed by Borrower and others and made payable to the order of Lender, (f) that certain Multifamily Note in the original principal amount of \$51,688,000, dated as of December 23, 2021,, executed by Borrower and others and made payable to the order of Lender, (g) that certain Multifamily Note in the original principal amount of \$30,748,000, dated as of December 29, 2021, executed by Borrower and others and made payable to the order of Lender, (h) that certain Multifamily Note in the original principal amount of \$28,518,000, dated as of January 24, 2022, executed by Borrower and others and made payable to the order of Lender, (i) that certain Multifamily Note in the original principal amount of \$21,748,000, dated as of August 4, 2022, executed by Borrower and others and made payable to the order of Lender, (j) that certain Multifamily Note in the original principal amount of \$21,573,000, dated as of May 18, 2023, (a refinance of that certain Fixed Advance of \$22,449,000 dated as of April 28, 2021) executed by Borrower and others and made payable to the order of Lender, (k) that certain Multifamily Note in the original principal amount of \$16,320,000, dated as of May 18, 2023, executed by Borrower and others and made



payable to the order of Lender, (l) that certain Multifamily Note in the original principal amount of \$10,553,000, dated as of August 2, 2023, executed by Borrower and others and made payable to the order of Lender, (m) that certain Multifamily Note in the original principal amount of \$23,116,000 (for both an addition of Mortgaged Property and a refinance of that certain Fixed Advance in the amount of \$21,748,000, dated as of August 4, 2022), dated as of the date hereof, executed by Borrower and others and made payable to the order of Lender, (n) all schedules, riders, allonges, addenda, renewals, extensions, amendments and modifications thereto, and (o) any additional Multifamily Notes issued from time to time pursuant to the Loan Agreement and all schedules, riders, allonges, addenda, renewals, extensions, amendments and modifications thereto (individually and collectively, as amended, restated, replaced, supplemented or otherwise modified from time to time, the “Note”) (ii) the Loan Agreement, and to secure to Lender the repayment of the Indebtedness (as defined in this Security Instrument), and all renewals, extensions and modifications thereof, and the performance of the covenants and agreements of Borrower contained in the Loan Documents (as defined in the Loan Agreement), excluding the Environmental Indemnity Agreement (as defined in this Security Instrument), irrevocably and unconditionally mortgages, grants, assigns, remises, releases, warrants and conveys to and for the benefit of Lender, with power of sale, the Mortgaged Property (as defined in this Security Instrument), including the real property located in the County of Sheridan, State of Wyoming, and described in Exhibit A attached to this Security Instrument and incorporated by reference (the “Land”), to have and to hold such Mortgaged Property unto Lender and Lender’s successors and assigns, forever; Borrower hereby releasing, relinquishing and waiving, to the fullest extent allowed by law, all rights and benefits, if any, under and by virtue of the homestead exemption laws of the Property Jurisdiction (as defined in this Security Instrument), if applicable.”

4. Except as expressly amended by this Amendment, the Security Instrument shall remain unmodified and in full force and effect.

5. This Amendment may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Remainder of Page Intentionally Blank]



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

BORROWER:

WEST PARK VILLAGE LLC,
a Delaware limited liability company

By: West Park Village Holdings LLC,
a Delaware limited liability company,
its manager

By: Affordable Communities Fund VI, LLC,
a Utah limited liability company,
its manager

By: Affordable Communities Fund Partners II, LLC,
a Utah limited liability company,
its manager

By: Havenpark Capital Partners, LLC,
a Utah limited liability company,
its managing member

By: Hacienda Capital Partners, LLC,
a Texas limited liability company,
its managing member

By: 
Robison Pratt, Sole Manager



ACKNOWLEDGMENT

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

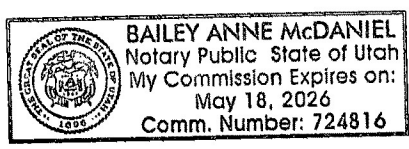
On ^{March} January 15, 2024, before me, Bailey Anne McDaniel Notary Public, personally appeared ROBISON PRATT, the Sole Manager of Hacienda Capital Partners, LLC, a Texas limited liability company, which is the managing member of Havenpark Capital Partners, LLC, a Utah limited liability company, the managing member of Affordable Communities Fund Partners II, LLC, a Utah limited liability company, the manager of Affordable Communities Fund VI, LLC, a Utah limited liability company, the manager of West Park Village Holdings LLC, a Delaware limited liability company, the manager of West Park Village LLC, a Delaware limited liability company, 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 he executed the same in his authorized capacity, and that by his 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 Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Bailey Anne McDaniel
Notary Public

(Seal)





The name, chief executive office and organizational identification number of Borrower (as Debtor under any applicable Uniform Commercial Code) are:

Debtor Name/Record Owner: **West Park Village LLC**

Debtor Chief Executive Office Address:

51 W. Center St., Suite 600

Orem, Utah 84057

The name and chief executive office of Lender (as Secured Party) are:

Secured Party Name: **Fannie Mae**

Secured Party Chief Executive Office Address:

c/o Bellwether Enterprise Mortgage Investments,

LLC 1375 E. 9th Street, Suite 2400

Cleveland, OH 44114



FANNIE MAE:

FANNIE MAE, the 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

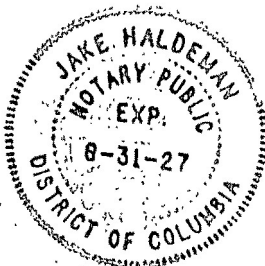
By: Maria Elena Fleming
Name: Maria Elena Fleming
Title: Assistant Vice President

ACKNOWLEDGEMENT

DISTRICT OF COLUMBIA) ss.:

On the 7th day of March in the year 2024, before me, the undersigned, a Notary Public in and for said jurisdiction, personally appeared MARIA ELENA FLEMING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as Assistant Vice President of FANNIE MAE, that certain 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, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in Washington, D.C.

Witness my hand and official seal this 7th day of March 2024.



Jake Haldean
Notary Public
Print name: JAKE HALDEAN
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires August 31, 2027
My commission expires: _____

EXHIBIT A

DESCRIPTION OF WEST PARK VILLAGE

Real property in the City of Sheridan, County of Sheridan, State of Wyoming, described as follows:

A TRACT OF LAND SITUATED IN THE SOUTHEAST 1/4 NORTHWEST 1/4, SOUTHWEST 1/4 NORTHEAST 1/4, NORTHWEST 1/4 SOUTHEAST 1/4, NORTHEAST 1/4 SOUTHWEST 1/4 AND ANY PART OF THE NORTHEAST 1/4 LYING SOUTH OF DOWNERS ADDITION AND WEST OF SAGE BRUSH CITY PARK ALL IN SECTION 21, TOWNSHIP 56 NORTH, RANGE 84 WEST, 6TH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING; SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID DOWNERS ADDITION (MONUMENTED WITH A 2" ALUMINUM CAP PER PLS 5369), ALSO DESCRIBED AS THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 NORTHEAST 1/4; THENCE NORTH 89°02'25" EAST, 413.46 FEET ALONG THE SOUTH LINE OF SAID DOWNERS ADDITION TO A 3" ALUMINUM CAP PER PLS 2615 AT THE NORTHWEST CORNER OF SAGE BRUSH CITY PARK; THENCE SOUTH 01°08'29" EAST, 257.24 FEET ALONG THE WEST LINE OF SAID PARK TO A 3" ALUMINUM CAP PER PLS 2615; THENCE SOUTH 51°03'51" EAST, 99.48 FEET ALONG SAID WEST LINE TO A 3" ALUMINUM CAP PER PLS 2615; THENCE SOUTH 31°10'09" EAST, 298.55 FEET ALONG SAID WEST LINE TO A 3" ALUMINUM CAP PER PLS 2615; THENCE NORTH 87°50'11" EAST, 147.63 FEET ALONG SAID WEST LINE TO A 3" ALUMINUM CAP PER PLS 2615; THENCE SOUTH 01°31'02" EAST, 585.05 FEET ALONG SAID WEST LINE TO A 2" ALUMINUM CAP PER PLS 5369; THENCE SOUTH 87°59'03" WEST, 148.08 FEET ALONG SAID WEST LINE TO A 3" ALUMINUM CAP PER PLS 2615; THENCE SOUTH 43°30'31" WEST, 27.28 FEET ALONG SAID WEST LINE TO A 2" ALUMINUM CAP PER PLS 5369; THENCE SOUTH 01°30'28" EAST 137.97 FEET ALONG SAID WEST LINE TO A 3" ALUMINUM CAP PER PLS 2615 ALSO LYING ON THE NORTH LINE OF TRACT NO. 2 OF THE SCHOOL TRACTS PLAT; THENCE SOUTH 85°12'40" WEST, 150.18 FEET ALONG SAID NORTH LINE TO A 1" PLASTIC CAP PER PLS 520 BEING THE NORTHWEST CORNER OF SAID TRACT NO. 2; THENCE SOUTH 85°00'02" WEST, 485.04 FEET TO A 2" ALUMINUM CAP PER PLS 5369 BEING THE ANGLE POINT ON THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 311 OF DEEDS, PAGE 661; THENCE SOUTH 88°21'54" WEST, 1330.88 FEET ALONG SAID SOUTH LINE TO A 2" ALUMINUM CAP PER PLS 5369 LYING ON THE WEST LINE OF SAID NORTHEAST 1/4 SOUTHWEST 1/4; THENCE NORTH 00°25'46" WEST, 60.04 FEET ALONG SAID WEST LINE TO A 3/4" ALUMINUM CAP PER PLS 2615 BEING THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 SOUTHWEST 1/4; THENCE NORTH

88°06'28" EAST, 29.92 FEET ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 SOUTHWEST 1/4 TO A 2" ALUMINUM CAP PER PLS 5369 LYING ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 368 OF DEEDS, PAGE 257; THENCE NORTH 00°21'54" WEST, 76.75 FEET ALONG SAID EAST LINE TO A 2" ALUMINUM CAP PER PLS 5369; THENCE NORTH 14°52'49" EAST, 151.45 FEET ALONG SAID EAST LINE TO A 2" ALUMINUM CAP PER PLS 5369; THENCE NORTH 49°26'57" EAST, 355.81 FEET ALONG SAID EAST LINE TO A 2" ALUMINUM CAP PER PLS 5369; THENCE NORTH 15°04'02" EAST, 786.43 FEET ALONG SAID EAST LINE TO A 2" ALUMINUM CAP PER PLS 5369; THENCE NORTH 71°44'54" EAST, 69.76 FEET ALONG SAID EAST LINE TO A 2" ALUMINUM CAP PER PLS 5369 LYING ON THE SOUTH LINE OF TRACT 2 DESCRIBED IN BOOK 495 OF DEEDS, PAGE 611, SAID LINE FURTHER DESCRIBED IN BOOK 495 OF DEEDS, PAGE 611 AS THE SOUTH LINE OF THE NORTHEAST 1/4 NORTHWEST 1/4; THENCE NORTH 89°14'58" EAST, 705.66 FEET ALONG SAID SOUTH LINE TO A 2" ALUMINUM CAP PER PLS 5369 BEING THE SOUTHEAST CORNER OF SAID TRACT 2 DESCRIBED IN BOOK 495 OF DEEDS, PAGE 611; THENCE NORTH 00°57'02" WEST, 97.27 FEET TO THE POINT OF BEGINNING.

3d Amendment to Security Instrument
Wyoming (West Park Village)
Havenpark V (Refi, Add Lakeway, StagSub 2)

Exhibit A-2

NO. 2024-790989 AMENDED MORTGAGE
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
FIRST AMERICAN TITLE NCS - NATIONAL 3 FIRST AMERICAN WA
SANTA ANA CA 92707