**EXHIBIT [\_\_]**

**MODIFICATIONS TO SECURITY INSTRUMENT**

**(Phased Properties – Full Cross)**

**[DRAFTING NOTE for new originations: ATTACH AS MODIFICATION TO SECURITY INSTRUMENT WHEN FULL CROSS WITH ANOTHER PROPERTY IS REQUIRED AT LOAN ORIGINATION]**

**[DRAFTING NOTE FOR post-origination: IF FORM 6247 WAS ATTACHED TO THE LOAN AGREEMENT AT LOAN ORIGINATION, AMEND THE SECURITY INSTRUMENT TO INCORPORATE THIS MODIFICATION TO ESTABLISH THE CROSS WHEN APPROPRIATE]**

The foregoing Security Instrument is hereby modified as follows:

1. Capitalized terms used and not specifically defined herein have the meanings given to such terms in the Security Instrument.
2. Section 1 of the Security Instrument (Defined Terms) is hereby amended by amending and restating the following definition:

“**Indebtedness**” means the principal of, interest on, and all other amounts due at any time under the Note, the Loan Agreement, this Security Instrument and any other Loan Document (other than the Environmental Indemnity Agreement and Guaranty), the Other Security Instrument, and any Other Loan Document (other than the Environmental Indemnity Agreement for the Other Loan and the Guaranty for the Other Loan), including Prepayment Premiums, late charges, interest charged at the Default Rate, and accrued interest as provided in the Loan Agreement and this Security Instrument, advances, costs and expenses to perform the obligations of Borrower or to protect the Mortgaged Property or the security of this Security Instrument, all other monetary obligations of Borrower under the Loan Documents (other than the Environmental Indemnity Agreement) and the Other Security Instrument, and any Other Loan Document (other than the Environmental Indemnity Agreement for the Other Loan) including amounts due as a result of any indemnification obligations, and any Enforcement Costs.

1. Section 1 of the Security Instrument (Defined Terms) is hereby amended by adding the following new definitions in the appropriate alphabetical order:

“**Borrower Projects**” means all of the properties owned by Borrower or Future Borrower, as described on Exhibit [\_\_], attached hereto, together with the Mortgaged Property, that secure the Indebtedness and each Other Loan.

“**Future Borrower**” means Borrower Affiliate or a Person Controlled by Key Principal.

“**Other Loan**” means, individually and collectively, each additional loan extended from Lender to Borrower or Future Borrower, as described on Exhibit [\_\_], attached hereto.

“**Other Loan Documents**” means each Other Security Instrument and any other loan documents, including any loan agreement or note evidencing any Other Loan.

“**Other Security Instrument**” means, individually and collectively, each multifamily mortgage, deed of trust or deed to secure debt encumbering each of the Borrower Projects (other than the Mortgaged Property) securing each Other Loan.

1. The first full paragraph of the Security Instrument is revised to delete clause (i) and restate it as follows:

(i) the loan in the original principal amount of \_\_\_\_\_\_\_\_\_\_\_ and \_\_/100 Dollars ($\_\_\_\_\_\_\_\_\_\_\_\_) (the “**Mortgage Loan**”) evidenced by that certain Multifamily Note dated as of the date of this Security Instrument, executed by Borrower and made payable to the order of Lender (as amended, restated, replaced, supplemented, or otherwise modified from time to time, the “**Note**”) and the Other Loan in the original principal amount of \_\_\_\_\_\_\_\_\_\_\_ and \_\_/100 Dollars ($\_\_\_\_\_\_\_\_\_\_\_\_) as evidenced by the Other Loan Documents;

1. The following section is hereby added to the Security Instrument as Section [\_\_\_] (Cross-Default and Cross-Collateralization):

**[\_\_]. Cross-Default and Cross-Collateralization.**

**(a) Cross-Default.**

Borrower hereby agrees and consents that the occurrence of an “Event of Default” (as defined in each Other Security Instrument) shall be an Event of Default under the Loan Agreement.

**(b) Cross-Collateralization; Remedies Against Other Collateral.**

Borrower hereby agrees and consents that the Indebtedness and each Other Loan are and shall be collateralized and secured by the lien of this Security Instrument on the Mortgaged Property and by the liens of each Other Security Instrument on each of the Borrower Projects. Borrower further agrees that the Mortgaged Property shall secure both the Indebtedness of Borrower and the obligations of Borrower or Future Borrower, pursuant to each Other Loan and the Other Loan Documents.

Borrower further agrees and consents that upon the occurrence and during the continuance of an Event of Default, Lender shall have the right, in its sole and absolute discretion, to exercise any and all rights and remedies in and under any of the Loan Documents, including the right to proceed, at the same or at different times, to foreclose any or all liens against such collateral (or sell such collateral under power of sale) in accordance with the terms of this Security Instrument or any Other Security Instrument, by any proceedings appropriate in the state where such collateral is located, and that no enforcement action taking place in any state shall preclude or bar enforcement in any other state. Any Foreclosure Event brought in any state in which collateral is located may be brought and prosecuted as to any part of such collateral without regard to the fact that a Foreclosure Event has not been instituted elsewhere on any other part of the collateral for the Indebtedness. No notice, except as may be expressly required by the Loan Documents or by any applicable law, shall be required to be given to Borrower in connection with (1) the occurrence of such Event of Default, or (2) Lender’s exercise of any and all of its rights or remedies after the occurrence of such Event of Default.

**[Remainder of Page Intentionally Blank]**

**EXHIBIT [\_\_\_]**

**TO MULTIFAMILY SECURITY INSTRUMENT**

**(Phased Properties – Full Cross)**

**[Borrower Projects and Other Loan]**

|  |  |  |  |
| --- | --- | --- | --- |
| **Property Name and Address** | **Borrower Name** | **Loan Amount** | **Effective Date** |
| [\_\_\_\_\_\_\_] | [\_\_\_\_\_\_\_] | [\_\_\_\_\_\_\_] | [\_\_\_\_\_\_\_] |
| [\_\_\_\_\_\_\_] | [\_\_\_\_\_\_\_] | [\_\_\_\_\_\_\_] | [\_\_\_\_\_\_\_] |