**\_\_\_\_\_\_\_\_\_\_\_\_ AMENDMENT TO MULTIFAMILY LOAN AND SECURITY AGREEMENT**

**(Multipurpose)**

This \_\_\_\_\_\_\_\_\_\_\_\_\_ AMENDMENT TO MULTIFAMILY LOAN AND SECURITY AGREEMENT (this “**Amendment**”) dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, is executed by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**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. Pursuant to that certain Multifamily Loan and Security Agreement dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “**Effective Date**”), executed by and between Borrower and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Prior Lender**”) (as amended, restated, replaced, supplemented, or otherwise modified from time to time, the “**Loan Agreement**”), Prior Lender made a loan to Borrower in the original principal amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_/100 Dollars ($\_\_\_\_\_\_\_\_\_) (the “**Mortgage Loan**”), as evidenced by that certain Multifamily Note dated as of the Effective Date, executed by Borrower and made payable to Prior Lender in the amount of the MortgageLoan (as amended, restated, replaced, supplemented, or otherwise modified from time to time, the “**Note**”).

B. In addition to the Loan Agreement, the Mortgage Loan and the Note are also secured by, among other things, a certain Multifamily Mortgage, Deed of Trust, or Deed to Secure Debt dated as of the Effective Date (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Security Instrument**”).

C. Fannie Mae is the successor-in-interest to the Prior Lender under the Loan Agreement, the holder of the Note and the mortgagee or beneficiary under the Security Instrument.

D. [Prior Lender][\_\_\_\_\_\_\_\_\_\_\_] services the Mortgage Loan on behalf of Fannie Mae.

E. The parties are executing this Amendment pursuant to the Loan Agreement to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. **[DESCRIBE MODIFICATION]**

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:

**AGREEMENTS:**

1. **Recitals.**

The recitals set forth above are incorporated herein by reference as if fully set forth in the body of this Amendment.

1. **Defined Terms.**

Capitalized terms used and not specifically defined herein shall have the meanings given to such terms in the Loan Agreement.

1. **[DESCRIBE MODIFICATION].**

[The Loan Agreement is hereby amended to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.]

1. **[IF NEEDED: Modification of Summary of Loan Terms.**

Part [\_\_] of the Summary of Loan Terms is hereby deleted in its entirety and replaced with the Part [\_\_] set forth on Exhibit [\_\_] attached hereto and made a part hereof.] **[DRAFTING NOTE: ONLY RESTATE THE PART OF THE SUMMARY OF LOAN TERMS THAT IS BEING MODIFIED, NOT THE SUMMARY IN ITS ENTIRETY.]**

1. **[IF NEEDED: Addition of Exhibit/Schedule [\_\_] (\_\_\_\_\_\_\_\_).**

Exhibit/Schedule [\_\_] to Multifamily Loan and Security Agreement (\_\_\_\_\_\_\_\_\_\_) attached hereto is hereby added to the Loan Agreement and made a part thereof.**]** **[DRAFTING NOTE: ATTACH ANY APPLICABLE PUBLISHED EXHIBITS AND/OR SCHEDULES NEEDED FOR THE TERMS BEING AMENDED.]**

1. **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 Loan Agreement, as amended hereby.

1. **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.

1. **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.

1. **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.

1. **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 Loan Agreement 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 Loan Agreement and the other Loan Documents, including Section 15.01 (Governing Law; Consent to Jurisdiction and Venue), Section 15.04 (Counterparts), Section 15.07 (Severability; Entire Agreement; Amendments) and Section 15.08 (Construction) of the Loan Agreement.

1. **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.

**[DRAFTING NOTE FOR TRANSACTIONS SECURED BY MORTGAGED PROPERTY IN MAINE: THE FOLLOWING STATEMENT MUST BE INCLUDED IN AT LEAST ONE LOAN DOCUMENT EXECUTED CONTEMPORANEOUSLY WITH THE OTHER LOAN DOCUMENTS**.

Borrower may not maintain any action on any agreement with lender to lend money, extend credit, forbear from collection of the indebtedness or make any other accommodation for the repayment of the indebtedness for more than $250,000, unless the agreement on which the action is brought, or some memorandum of it, is in writing and signed by an individual authorized to sign for lender.**]**

**[Remainder of Page Intentionally Blank]**

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.

**BORROWER**:

By: (seal)

Name:

Title:

**FANNIE MAE**:

[By: (seal)

Name:

Title: ]

**[LOAN SERVICER MAY ONLY USE THE FOLLOWING SIGNATURE BLOCK in connection with approved actions where LOAN SERVICER HAS SIGNATORY AUTHORITY VIA LIMITED POWER OF ATTORNEY. Otherwise, use the signature block above.]**

[By: [LOAN SERVICER], a [\_\_\_\_\_\_\_\_\_\_\_\_\_], its Attorney-in-Fact

By: (seal)

Name:

Title: ]

**EXHIBIT [\_\_] [IF NEEDED]**

**Modification to Summary of Loan Terms**

**[DRAFTING NOTE: INSERT THE PART OF THE SUMMARY OF LOAN TERMS BEING MODIFIED; E.G., IF THE BORROWER NOTICE ADDRESS IS BEING REVISED, ONLY RESTATE PART I OF THE SUMMARY OF LOAN TERMS.]**

**EXHIBIT [\_\_] [IF NEEDED]**

**[DRAFTING NOTE: ATTACH ANY OTHER EXHIBITS OR SCHEDULES IF APPLICABLE]**