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When Recorded Return to:

Jonathan J. Lutt, Esquire  
Troutman Pepper Hamilton Sanders LLP  
P.O. Box 1122  
Richmond, VA 23218

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Space Above for Recorder's Use

**MEMORANDUM OF LOAN ASSUMPTION AND MODIFICATION AGREEMENT  
(Revised 2-14-2020)**

**MEMORANDUM OF LOAN ASSUMPTION AND MODIFICATION AGREEMENT**  
**(Revised 2-14-2020)**

THIS MEMORANDUM OF LOAN ASSUMPTION AND MODIFICATION AGREEMENT (“**Memorandum of Assumption**”) is made as of August 27, 2020 by and among **JES SUMMERCHASE, LLC**, a Delaware limited liability company, **GLOBAL STATE – TBR TIC OWNER, LLC**, a Delaware limited liability company, and **ROUNDTRIPPERS SUMMERCHASE, LLC**, a Delaware limited liability company, as tenants in common (individually and collectively, “**Original Borrower**”), **CMF II SUMMERCHASE AT RIVERCHASE, LLC**, a Delaware limited liability company (“**New Borrower**”), **STEPHEN D. BROOME, ROBERT LEE WALKER, ROBERT H. WEST, DAWN MCNAUGHT-WALKER, BRYAN MELLINGER** and **TRIBRIDGE RESIDENTIAL, LLC**, a Georgia limited liability company (individually and collectively, “**Original Guarantor**”), **CARTER MULTIFAMILY GROWTH AND INCOME FUND II, LLC**, a Delaware limited liability company (“**New Guarantor**” and collectively with Original Borrower, New Borrower and Original Guarantor, “**Borrower Parties**”), and **CITIBANK, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF CREDIT SUISSE FIRST BOSTON MORTGAGE SECURITIES CORP., MULTIFAMILY MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2019-KF63** (“**Lender**”).

**RECITALS**

- A. Original Borrower obtained a mortgage loan from Berkadia Commercial Mortgage LLC, a Delaware limited liability company (“**Original Lender**”) in the original principal amount of \$17,536,000.00 (“**Loan**”).
- B. Lender is the current owner and holder of the Loan, which is evidenced by a [Multifamily Note] dated March 29, 2019, made by Original Borrower and payable to Original Lender (as amended, restated, replaced, supplemented or otherwise modified from time to time, “**Note**”) and a Multifamily Loan and Security Agreement dated the same date as the Note by and between Original Borrower and Original Lender (as amended from time to time, including by this Assumption Agreement, “**Loan Agreement**”).
- C. The Loan is secured by a Multifamily Mortgage, Assignment of Rents and Security Agreement (as amended, restated, replaced, supplemented or otherwise modified from time to time, “**Security Instrument**”) of even date with the Note, which is recorded in the in the land records of the Property Jurisdiction as Instrument No. 20190402000106020, which encumbers the Land more particularly described on Exhibit A to this Memorandum of Assumption, together with all other real and personal property encumbered by the Security Instrument and the other Loan Documents (“**Mortgaged Property**”).
- D. Each of the undersigned parties is a party to a Loan Assumption and Modification Agreement dated August 27, 2020 (“**Assumption Agreement**”) pursuant to which, among other things, Lender has agreed to consent to transfer of the Mortgaged Property to New Borrower and the assumption by New Borrower of the Note, the Loan Agreement, the Security Instrument and the other Loan Documents (as defined in the Assumption Agreement) and New Borrower has agreed to assume all of Original Borrower’s rights, obligations and liabilities created or arising under the Loan Documents.

1. **Assignment and Assumption.** The undersigned parties agree that all obligations under the Note, the Loan Agreement, the Security Instrument and the other Loan Documents (as defined in the Assumption Agreement) secured by the Mortgaged Property described on Exhibit A, have been assumed by New Borrower upon the terms and conditions set forth in the Assumption Agreement. All provisions of the Assumption Agreement are by this reference incorporated into and made a part of this Memorandum of Assumption.
2. **Counterpart Originals.** This Memorandum of Assumption may be executed in any number of counterparts, each of which when executed and delivered will be deemed an original and all of which taken together will be deemed to be one and the same instrument.
3. **Modification of Security Instrument.** New Borrower and Lender agree that the provisions of the Security Instrument are modified as set forth in Exhibit B attached hereto and incorporated herein by reference.
4. **State Specific Requirements.** N/A

**Attached Exhibits.** The following Exhibits, if marked with an "X", are attached to this Assumption Agreement:

- |                                     |           |  |
|-------------------------------------|-----------|--|
| <input checked="" type="checkbox"/> | Exhibit A | Legal Description of the Land (required) |
| <input checked="" type="checkbox"/> | Exhibit B | Modifications to Security Instrument     |

IN WITNESS WHEREOF, the parties have executed this Memorandum of Assumption as of the date written above.


**ORIGINAL BORROWER:**

**JES SUMMERCHASE, LLC**, a Delaware limited liability company

By: Global State – TBR Summerchase Owner, LLC, a Georgia limited liability company, its Manager

By: SChase GP LLC, a Georgia limited liability company, its Managing Member

By: McNaught Mellinger Real Estate Partners, LLC, a Georgia limited liability company, its Managing Member

By:   
Name: Bryan Mellinger  
Member

STATE OF Georgia, Fulton County ss:

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Bryan Mellinger, whose name as Member of McNaught Mellinger Real Estate Partners, LLC, a Georgia limited liability company, Managing Member of SChase GP LLC, a Georgia limited liability company, Managing Member of Global State – TBR Summerchase Owner, LLC, a Georgia limited liability company, Manager of JES Summerchase, LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he/she as such Member and with full authority, executed the same voluntarily for and as the act of said JES Summerchase, LLC.

Given under my hand this the 21<sup>st</sup> day of August, 2020.



Kelly Ridley  
NOTARY PUBLIC  
Fulton County, Georgia  
My Commission Expires  
July 1, 2022

Kelly Ridley  
Notary Public

My commission expires: July 1, 2022



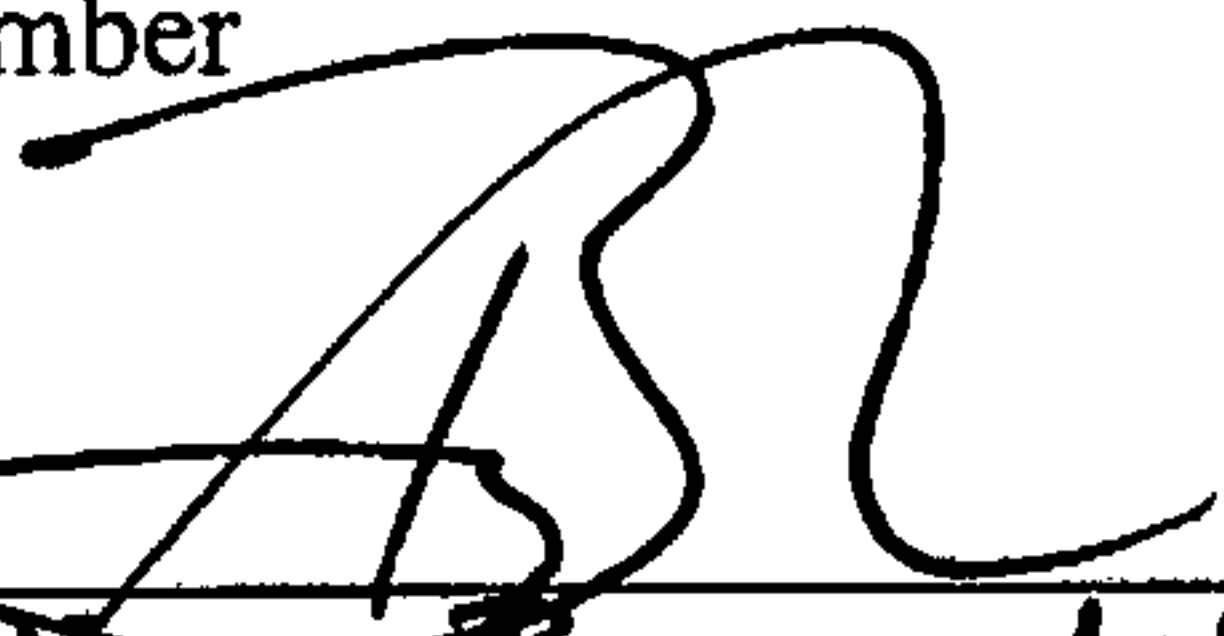
**ORIGINAL BORROWER:**

**GLOBAL STATE – TBR TIC OWNER, LLC, a  
Delaware limited liability company**

By: Global State – TBR Summerchase Owner,  
LLC, a Georgia limited liability company, its  
Manager

By: SChase GP LLC, a Georgia limited  
liability company, its Managing Member

By: McNaught Mellinger Real Estate  
Partners, LLC, a Georgia limited  
liability company, its Managing  
Member

By:   
Name: Bryan Mellinger  
Member

STATE OF Georgia, Fulton County ss:

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Bryan Mellinger, whose name as Member of McNaught Mellinger Real Estate Partners, LLC, a Georgia limited liability company, Managing Member of SChase GP LLC, a Georgia limited liability company, Managing Member of Global State – TBR Summerchase Owner, LLC, a Georgia limited liability company, Manager of Global State – TBR TIC Owner, LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he/she as such Member and with full authority, executed the same voluntarily for and as the act of said Global State – TBR TIC Owner, LLC.

Given under my hand this the 21<sup>st</sup> day of August, 2020.



Kelly Ridley  
NOTARY PUBLIC  
Fulton County, Georgia  
My Commission Expires  
July 1, 2022

Kelly Ridley  
Notary Public

My commission expires: July, 2022  
ke


**ORIGINAL BORROWER:**

**ROUNDTRIPPERS SUMMERCHASE, LLC, a  
Delaware limited liability company**

By: Global State – TBR Summerchase Owner,  
LLC, a Georgia limited liability company, its  
Manager

By: SChase GP LLC, a Georgia limited  
liability company, its Managing Member

By: McNaught Mellinger Real Estate  
Partners, LLC, a Georgia limited  
liability company, its Managing  
Member

By:   
Name: Bryan Mellinger  
Member

STATE OF Georgia, Fulton County ss:

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Bryan Mellinger, whose name as Member of McNaught Mellinger Real Estate Partners, LLC, a Georgia limited liability company, Managing Member of SChase GP LLC, a Georgia limited liability company, Managing Member of Global State – TBR Summerchase Owner, LLC, a Georgia limited liability company, Manager of Roundtrippers Summerchase, LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he/she as such Member and with full authority, executed the same voluntarily for and as the act of said Roundtrippers Summerchase, LLC.

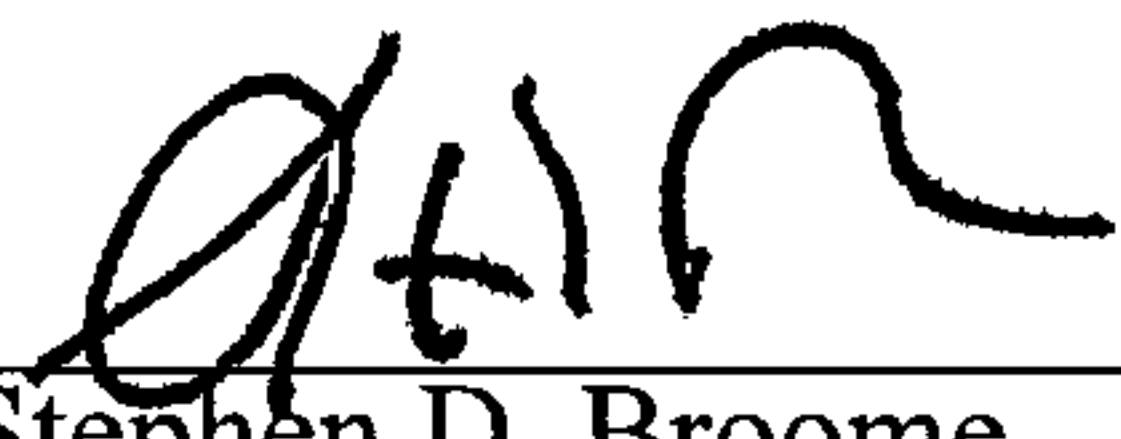
Given under my hand this the 21<sup>st</sup> day of August, 2020.



Kelly Ridley  
NOTARY PUBLIC  
Fulton County, Georgia  
My Commission Expires  
July 1, 2022

Kelly Ridley  
Notary Public

My commission expires: 7/1/2022

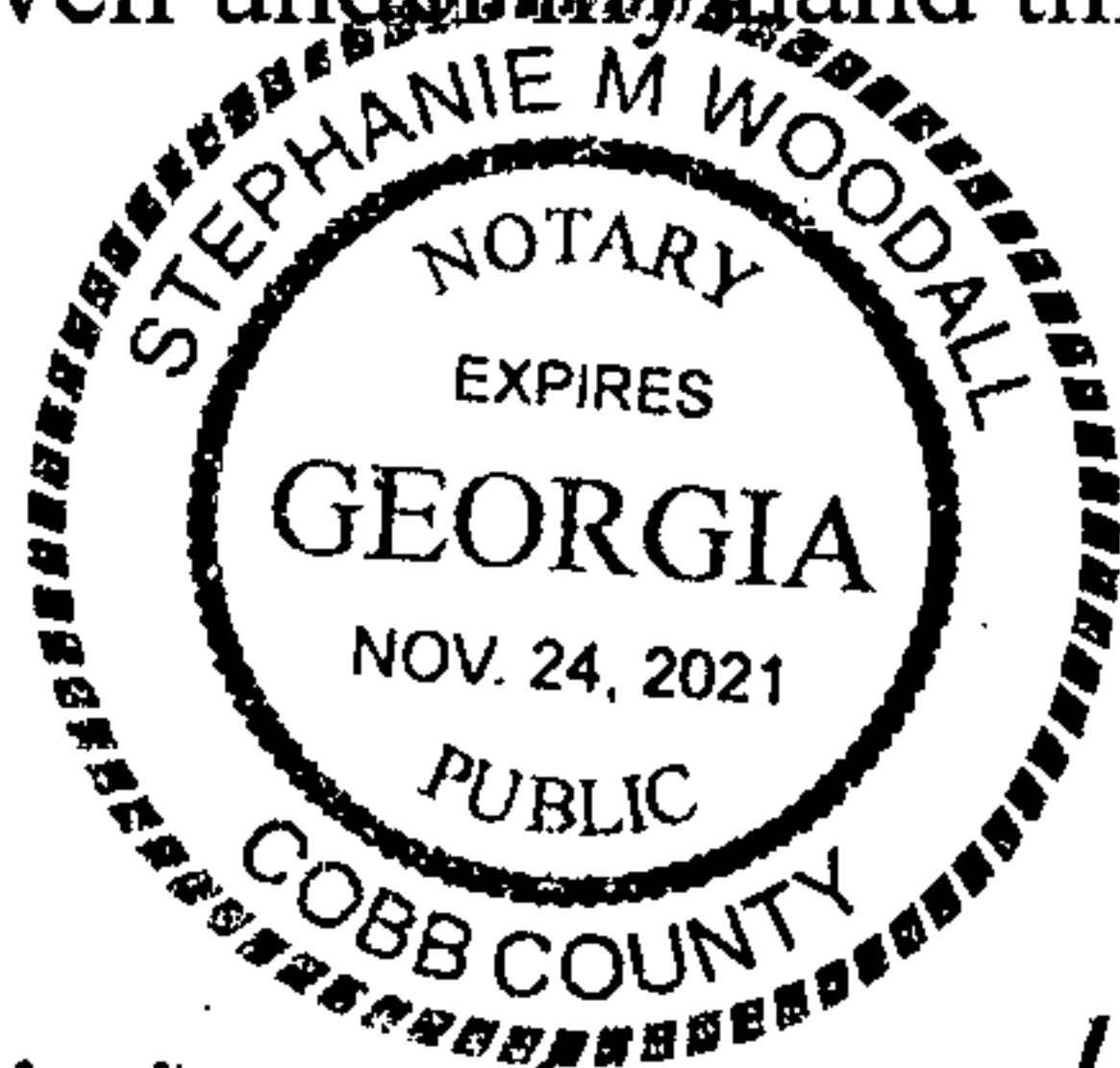
  
\_\_\_\_\_  
Stephen D. Broome

STATE OF Georgia, Cobb County ss:

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Stephen D. Broome**, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he/she with full authority, executed the same voluntarily for and as his/her act.

Given under my hand this the 26<sup>th</sup> day of August, 2020.

(SEAL)



  
\_\_\_\_\_  
Notary Public

My commission expires: 11/24/21

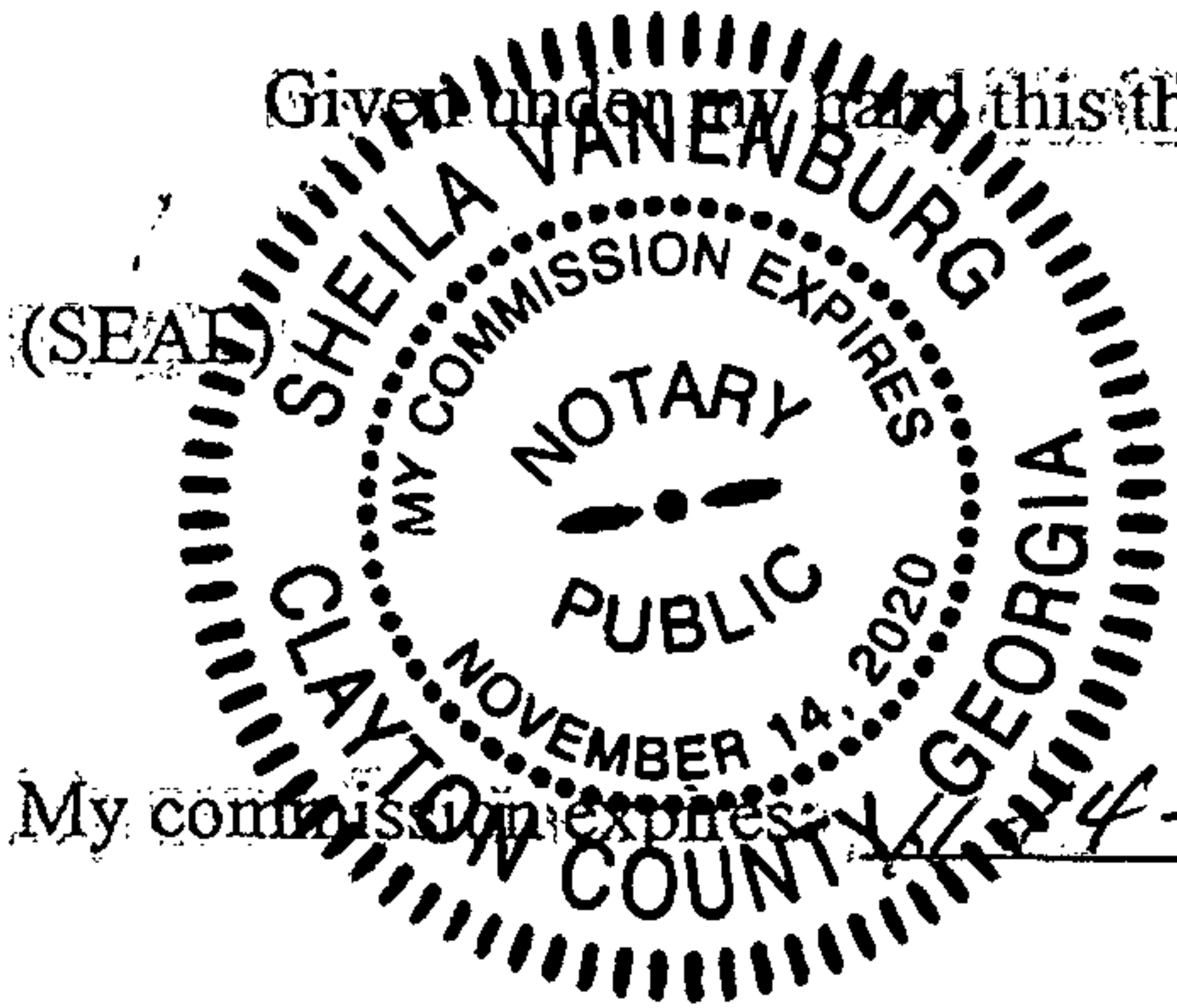
ORIGINAL GUARANTOR:

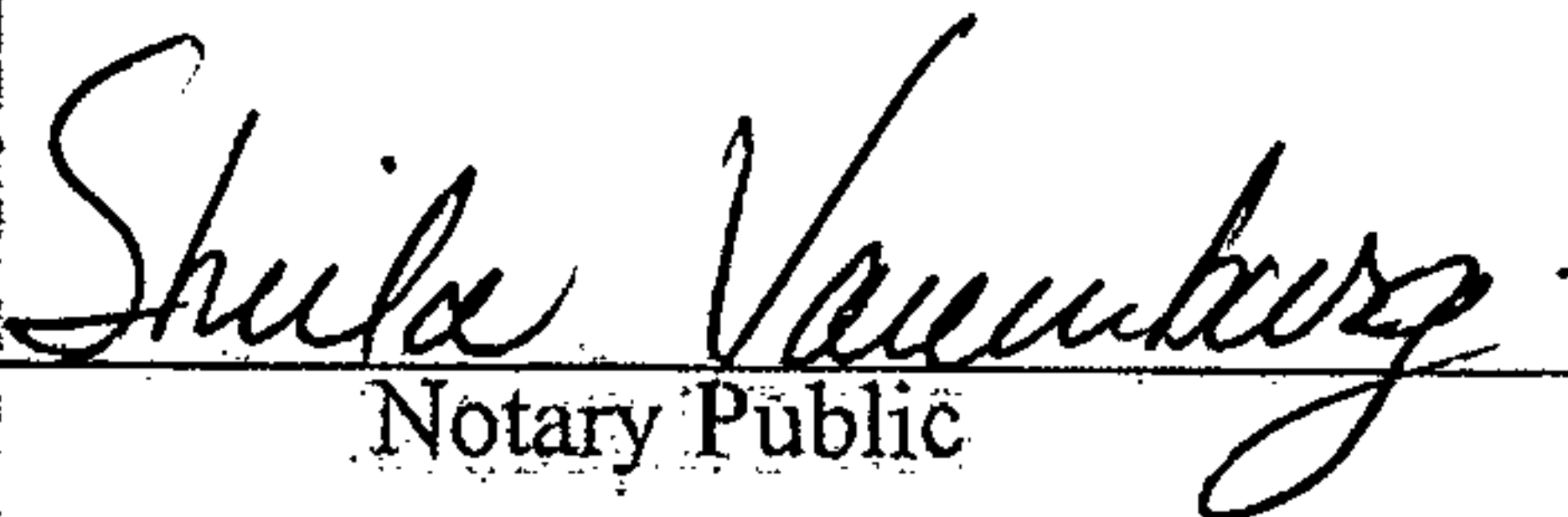
  
\_\_\_\_\_  
Robert Lee Walker

STATE OF Georgia, Fulton County ss:

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Robert Lee Walker, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he/she with full authority, executed the same voluntarily for and as his/her act.

Given under my hand this the 24<sup>th</sup> day of August, 2020.

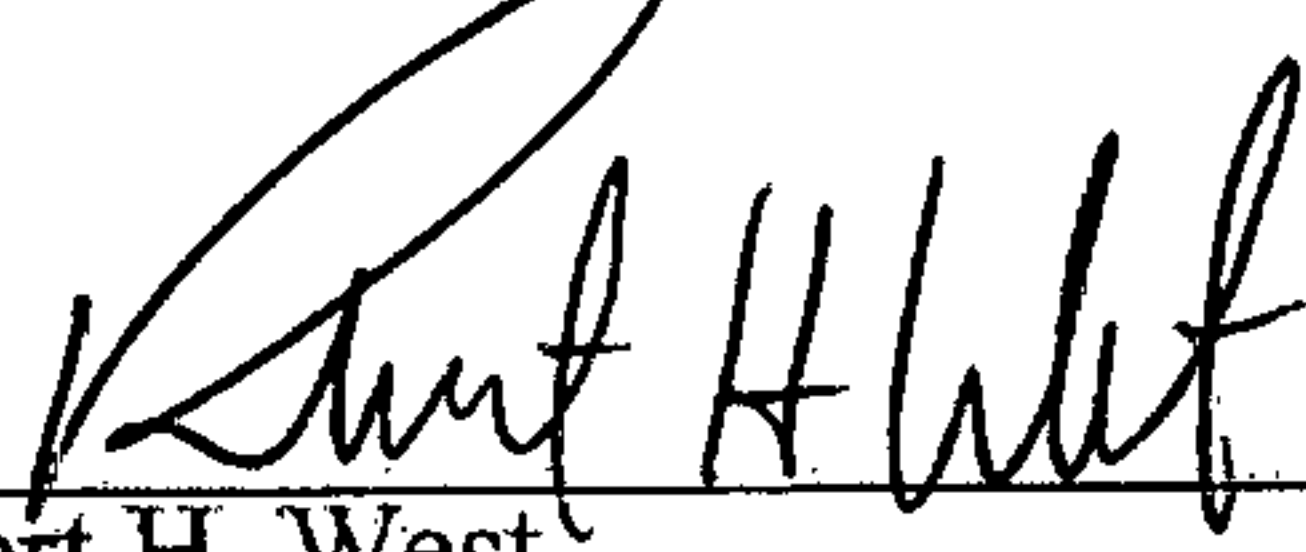


  
\_\_\_\_\_  
Notary Public

My commission expires 4-2020



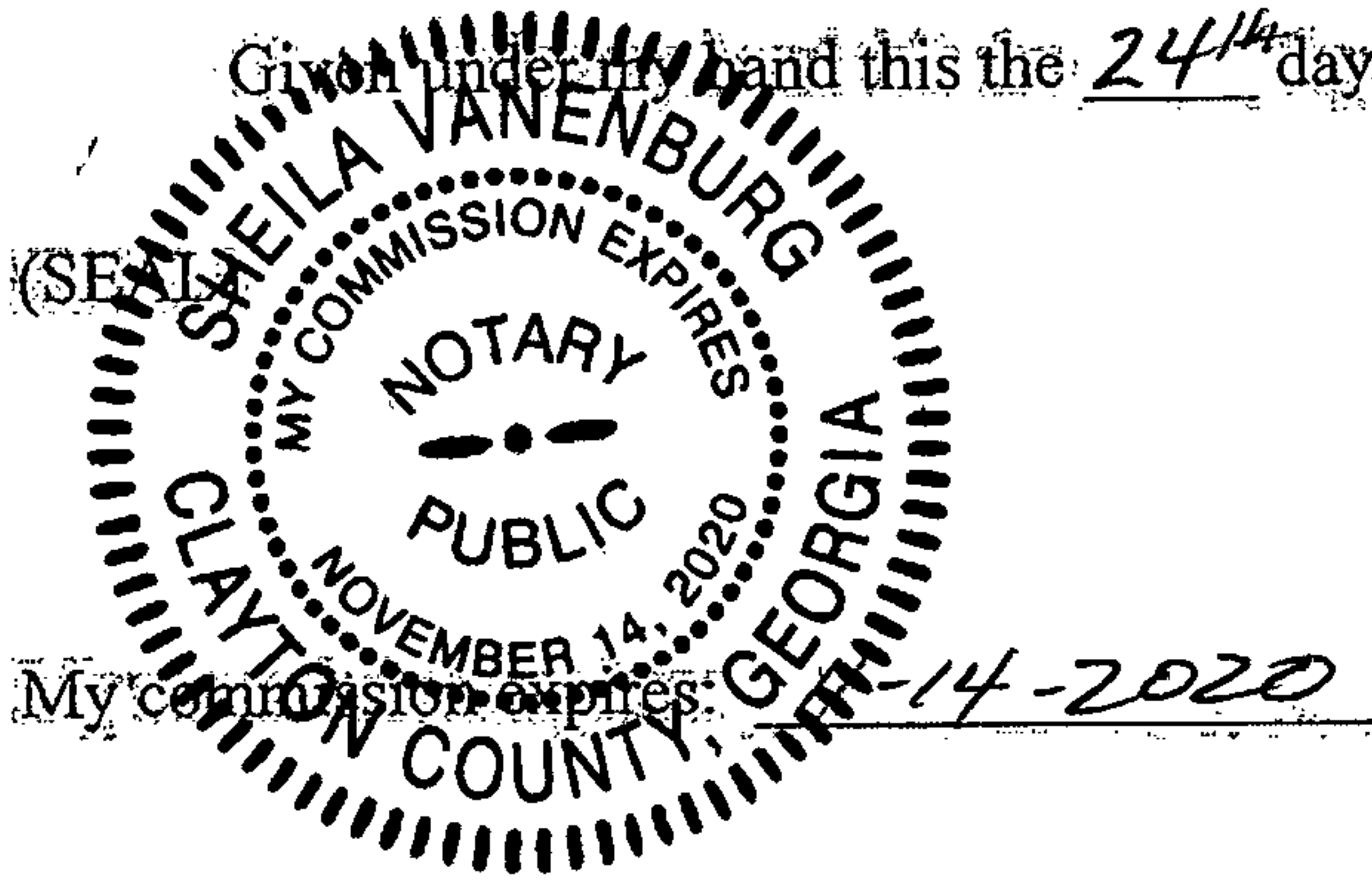
**ORIGINAL GUARANTOR:**

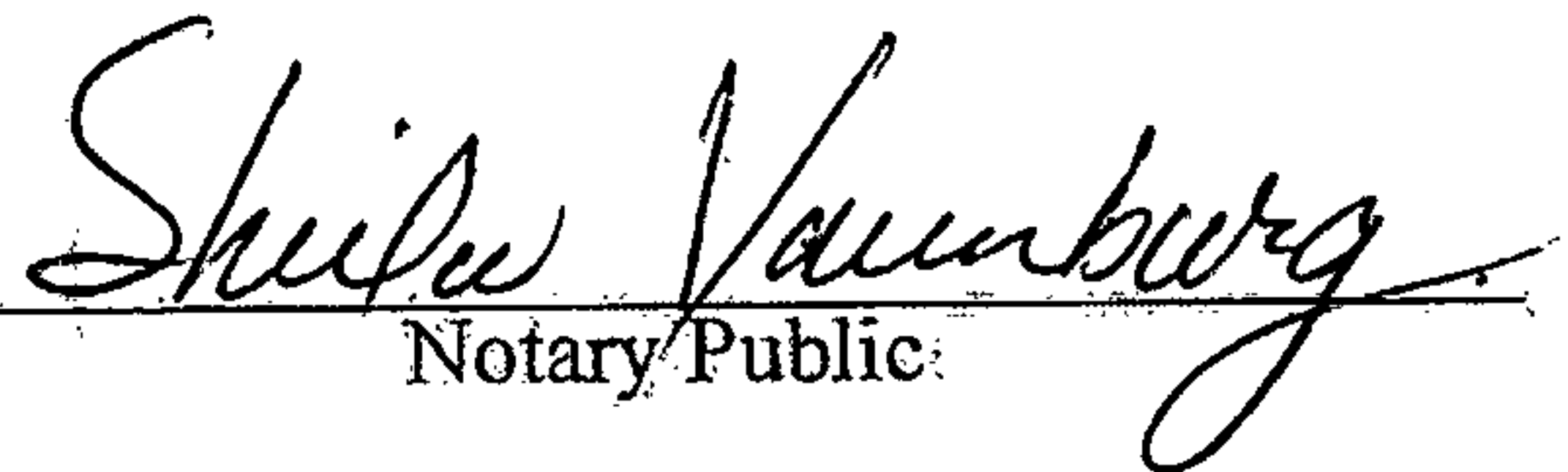
  
\_\_\_\_\_  
Robert H. West

STATE OF Georgia Fulton County ss:

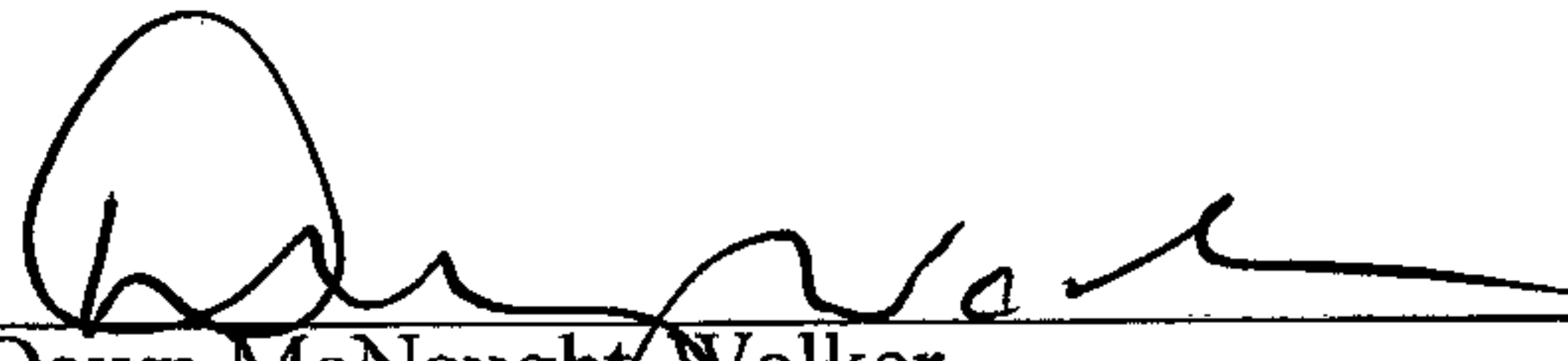
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Robert H. West is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he/she with full authority, executed the same voluntarily for and as his/her act.

Given under my hand and this the 24<sup>th</sup> day of August, 2020.



  
\_\_\_\_\_  
Notary Public

ORIGINAL GUARANTOR:

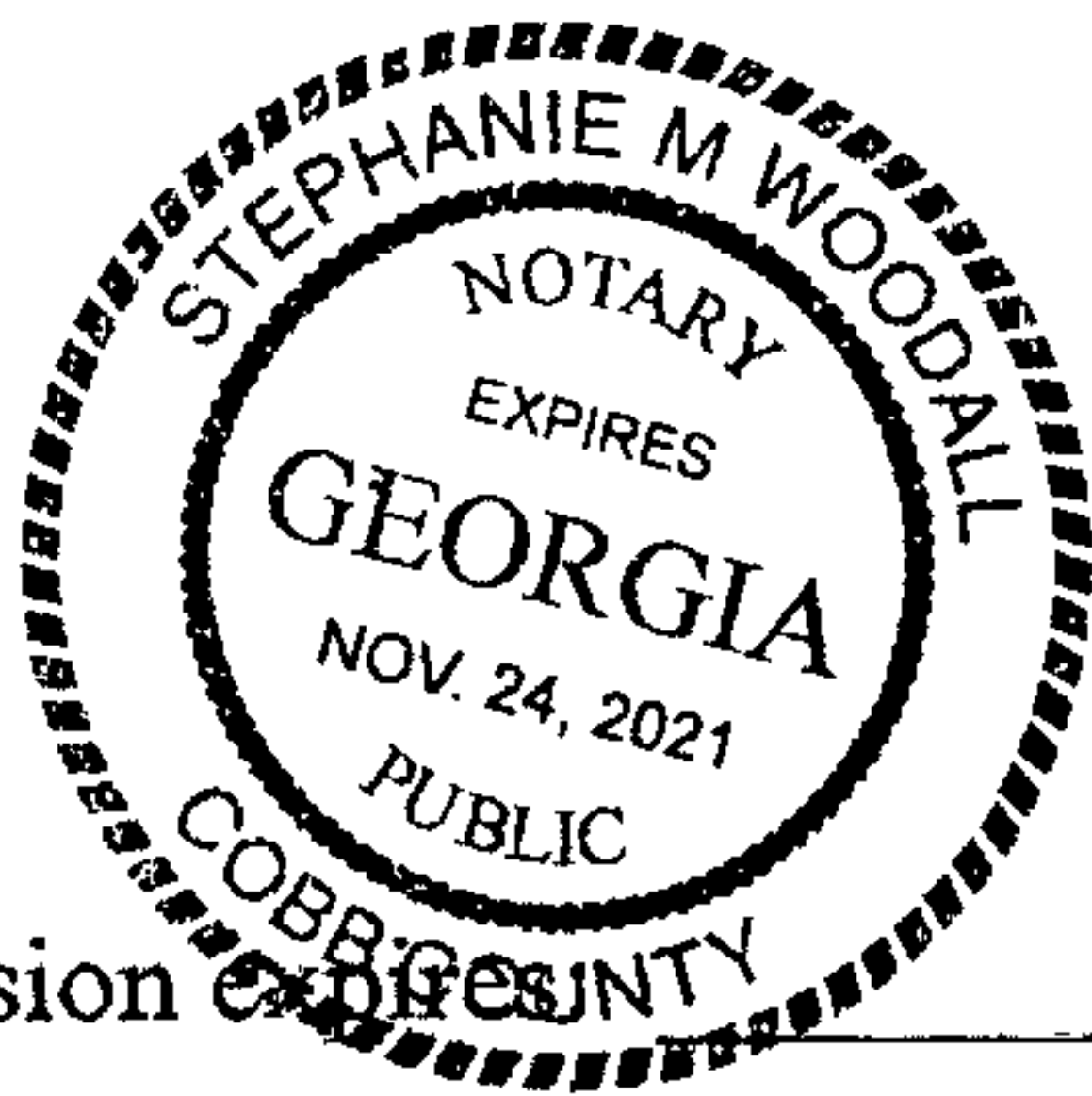
  
Dawn McNaught-Walker

STATE OF Georgia, Cherokee County ss:

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Dawn McNaught-Walker**, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he/she with full authority, executed the same voluntarily for and as his/her act.

Given under my hand this the 26<sup>th</sup> day of August, 2020.

(SEAL)

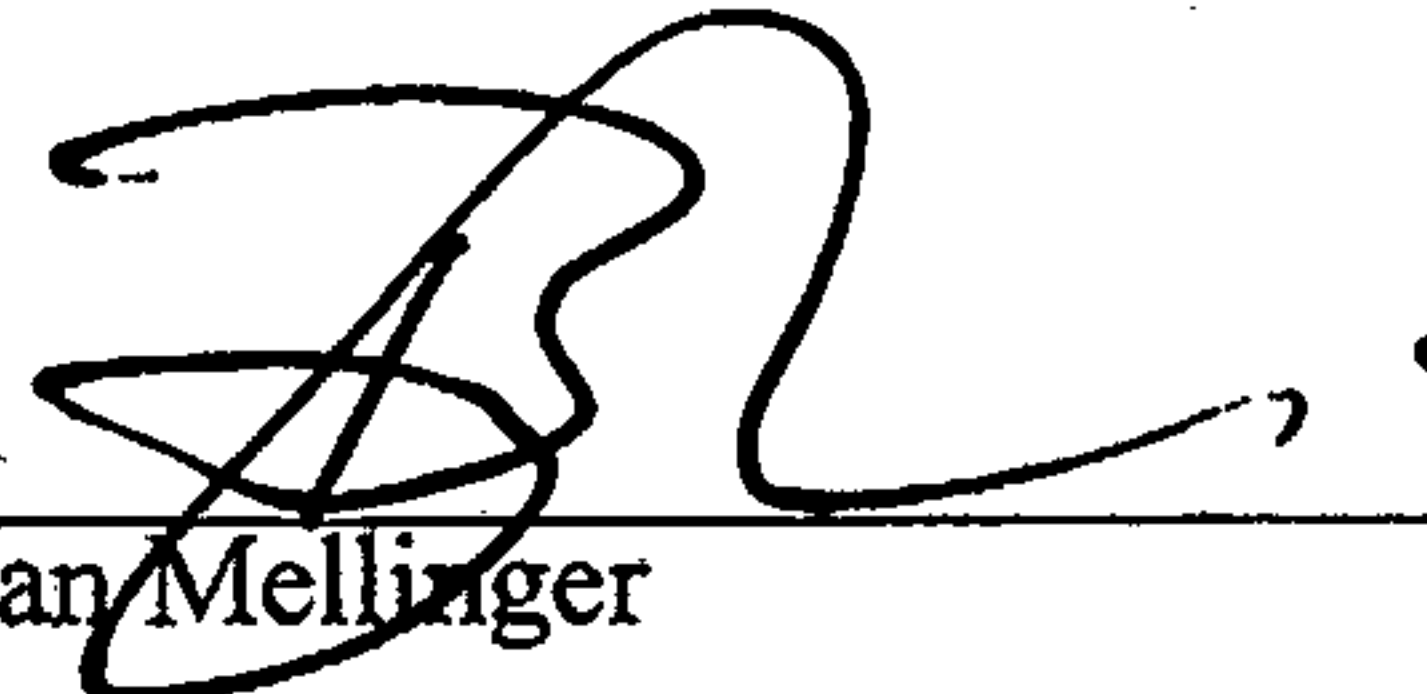


  
Notary Public

My commission expires

11/24/21

ORIGINAL GUARANTOR:

  
\_\_\_\_\_  
Bryan Mellinger

STATE OF Georgia, Fulton County ss:

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Bryan Mellinger**, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he/she with full authority, executed the same voluntarily for and as his/her act.

Given under my hand this the 21<sup>st</sup> day of August, 2020.



Kelly Ridley  
NOTARY PUBLIC  
Fulton County, Georgia  
My Commission Expires  
July 1, 2022

  
\_\_\_\_\_  
Notary Public

My commission expires: 7/1/2022

ORIGINAL GUARANTOR:

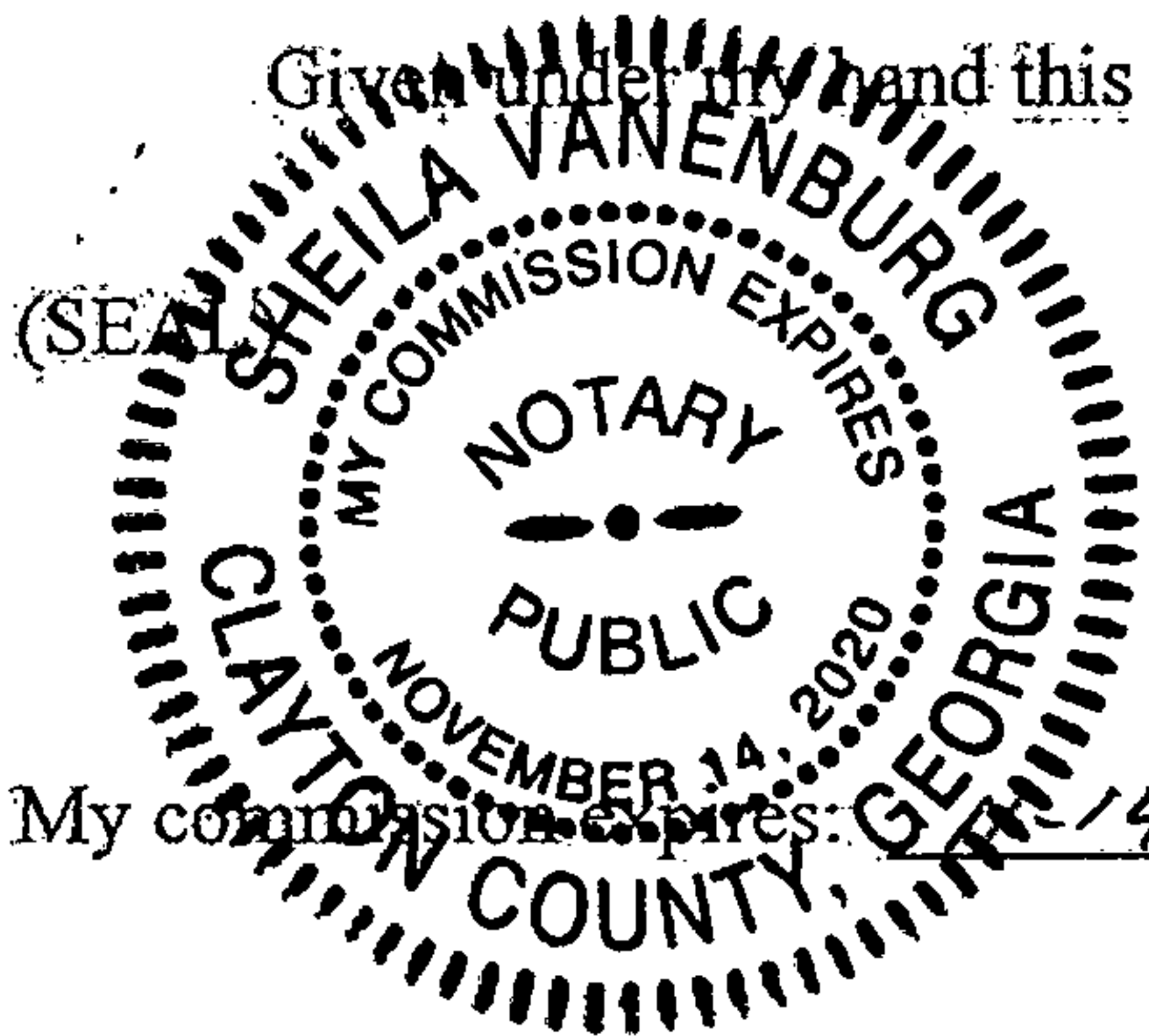
TRIBRIDGE RESIDENTIAL, LLC, a Georgia  
limited liability company

By: [Signature]  
Name: R. Lee Walker  
Title: manager

STATE OF Georgia Fulton County ss:

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Robert Lee Walker whose name as manager of TriBridge Residential, LLC, a Georgia limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he/she as such and with full authority, executed the same voluntarily for and as the act of said TriBridge Residential, LLC.

Given under my hand this the 28<sup>th</sup> day of August, 2020.



[Signature]  
Notary Public

My commission expires: 14-2020



**NEW BORROWER:**

**CMF II SUMMERCHASE AT RIVERCHASE,  
LLC, a Delaware limited liability company**

By: CMF West & Central US II, LLC, a Delaware  
limited liability company, its Sole Member

By: *C. Pfeifer*  
Cynthia M. Pfeifer  
Chief Executive Officer

STATE OF Florida, Hillsborough County ss:

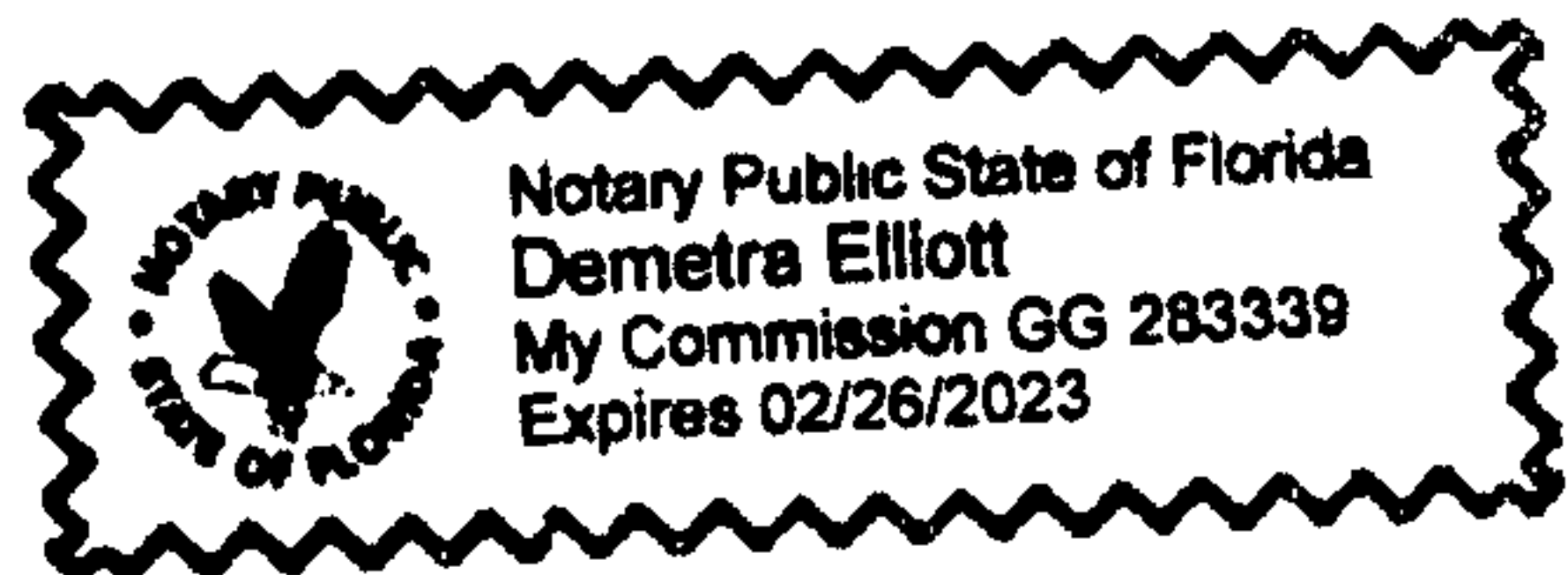
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Cynthia M. Pfeifer**, whose name as Chief Executive Officer of CMF West & Central US II, LLC, a Delaware limited liability company, Sole Member of CMF II Summerchase at Riverchase, LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he/she as such Chief Executive Officer and with full authority, executed the same voluntarily for and as the act of said CMF II Summerchase at Riverchase, LLC.

Given under my hand this the 25 day of Aug, 2020.

(SEAL)

*[Signature]*  
Notary Public

My commission expires: 2/26/23



NEW GUARANTOR:

**CARTER MULTIFAMILY GROWTH AND  
INCOME FUND II, LLC**, a Delaware limited  
liability company

By: *Cynthia M. Pfeifer*  
Cynthia M. Pfeifer  
Chief Executive Officer

STATE OF Florida, Hillsborough County ss:

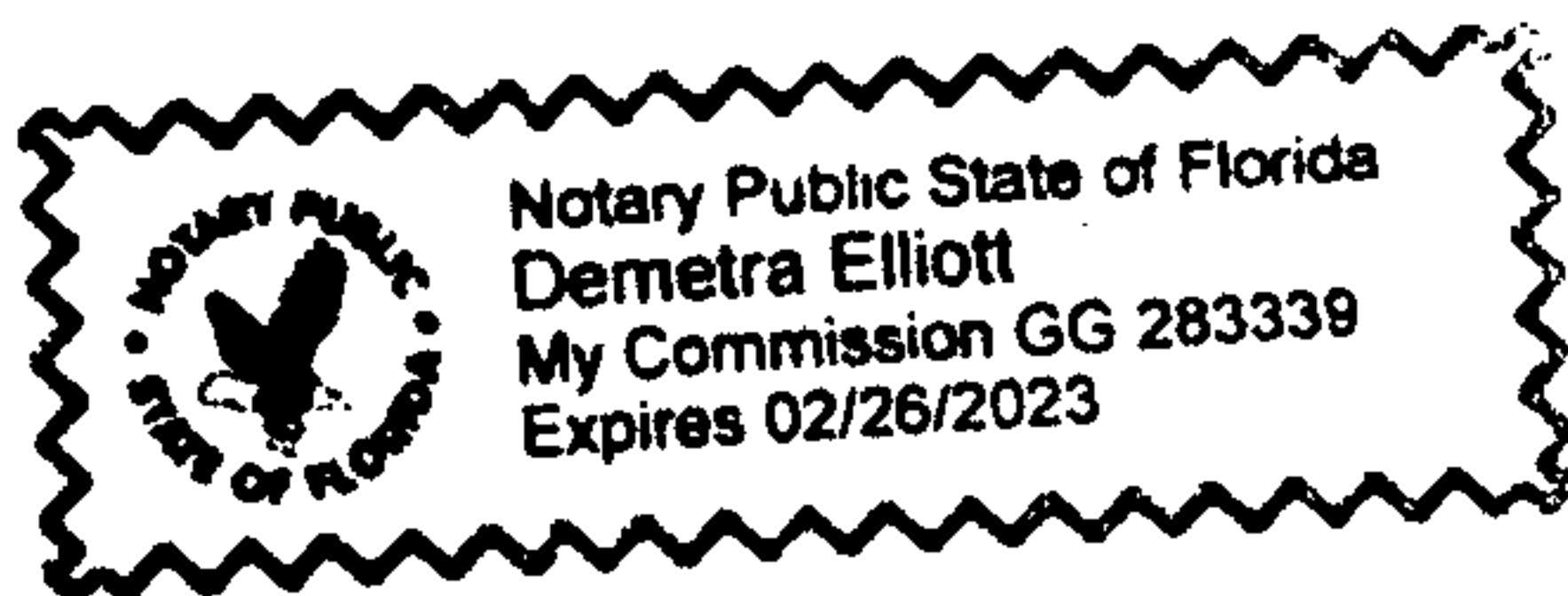
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Cynthia M. Pfeifer**, whose name as Chief Executive Officer of Carter Multifamily Growth and Income Fund II, LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he/she as such Chief Executive Officer and with full authority, executed the same voluntarily for and as the act of said Carter Multifamily Growth and Income Fund II, LLC.

Given under my hand this the 25 day of Aug, 2020.

(SEAL)

*Demetra Elliott*  
Notary Public

My commission expires: 2/26/23



**CITIBANK, N.A., AS TRUSTEE FOR THE  
REGISTERED HOLDERS OF CREDIT  
SUISSE FIRST BOSTON MORTGAGE  
SECURITIES CORP., MULTIFAMILY  
MORTGAGE PASS-THROUGH  
CERTIFICATES, SERIES 2019-KF63**

By: Wells Fargo Bank, National Association, as  
Master Servicer pursuant to that certain  
Pooling and Servicing Agreement dated as of  
June 1, 2019

By: Berkadia Commercial Mortgage LLC, as  
Sub-Servicer pursuant to that certain Sub-  
Servicing Agreement dated as of June 1,  
2019

By: *Kristie Alvelo*  
Name: Kristie A. Alvelo  
Title: Authorized Representative

STATE OF Pennsylvania Montgomery County ss:

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Kristie A. Alvelo, whose name as Authorized Representative of Berkadia Commercial Mortgage LLC, Sub-Servicer of Wells Fargo Bank, National Association, Master Servicer of CitiBank, N.A., as Trustee for the Registered Holders of Credit Suisse First Boston Mortgage Securities Corp., Multifamily Mortgage Pass-Through Certificates, Series 2019-KF63, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he/she as such Authorized Representative and with full authority, executed the same voluntarily for and as the act of said CitiBank, N.A., as Trustee for the Registered Holders of Credit Suisse First Boston Mortgage Securities Corp., Multifamily Mortgage Pass-Through Certificates, Series 2019-KF63.

Given under my hand this the 18<sup>th</sup> day of August, 2020.

(SEAL)

Commonwealth of Pennsylvania - Notary Seal  
Kimberly A. Robinson, Notary Public  
Montgomery County  
My commission expires May 2, 2022  
Commission number 1283377  
Member, Pennsylvania Association of Notaries

*Kimberly A. Robinson*  
Notary Public

My commission expires: May 2, 2022



**LEGAL DESCRIPTION OF LAND**

Commence at the Southeast corner of the Northwest 1/4 of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama, run thence in a Westerly direction along the South line of said 1/4 Section for a distance of 2,300.55 feet; thence turn an angle to the right of 86 degrees and run in a Northwesterly direction along the Northeasterly right-of-way of U.S. Highway No. 31 South for a distance of 1,096.84 feet; thence turn an angle to the right of 101 degrees 03 minutes 10 seconds and run in an Easterly direction for a distance of 346.16 feet to the point of beginning; from the point of beginning thus obtained, thence turn an angle to the left of 71 degrees 19 minutes 50 seconds and run in a Northeasterly direction for a distance of 580 feet; thence turn an angle to the right of 18 degrees 59 minutes 22 seconds and run in a Northeasterly direction for a distance of 525.54 feet; thence turn an angle to the right of 101 degrees 40 minutes 03 seconds and run in a Southeasterly direction for a distance of 526.96 feet; thence turn an angle to the right of 31 degrees 30 minutes and run in a Southeasterly direction for 176.65 feet; thence turn an angle to the right of 00 degrees 14 minutes 53 seconds and run in a Southeasterly direction for a distance of 60 feet; thence turn an angle to the left of 90 degrees to the tangent of the following described course, said course being situated on a curve to the left having a central angle of 15 degrees 10 minutes 25 seconds and a radius of 438.82 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 116.21 feet to the end of said curve and the point of beginning of a curve to the right, said curve having a central angle of 87 degrees 12 minutes 41 seconds and a radius of 25 feet; thence run along the arc of said curve to the right in a Northeasterly, Easterly and Southeasterly direction for a distance of 38.05 feet to the end of said curve; thence run along the tangent extended to last described course in a Southeasterly direction for a distance of 424.16 feet to the point of beginning of a curve to the right, said curve having a central angle of 19 degrees 26 minutes 05 seconds and a radius of 349.57 feet; thence run along the arc of said curve in a Southeasterly direction for a distance of 118.57 feet to the end of said curve; thence run along the tangent extended to said curve in a Southeasterly direction for a distance of 20.40 feet to the point of beginning of a curve to the left, said curve having a central angle of 12 degrees 15 minutes 04 seconds and a radius of 889.71 feet; thence run along the arc of said curve in a Southeasterly direction for a distance of 190.24 feet to the end of said curve and the point of beginning of a curve to the right, said curve having a central angle of 93 degrees 01 minutes 06 seconds and a radius of 25 feet; thence run along the arc of said curve to the right in a Southeasterly and Southwesterly direction for a distance of 40.59 feet to the end of said curve and the point of beginning of a curve to the right, said curve having a central angle of 25 degrees 18 minutes and a radius of 483.33 feet; thence run along arc of said curve in a Northwesterly direction for a distance of 213.43 feet to the end of said curve; thence run along the tangent extended to said curve in a Northwesterly direction for a distance of 35.74 feet to the point of beginning of a curve to the left, said curve having a central angle of 25 degrees 39 minutes 10 seconds and a radius of 271.57 feet; thence run along the arc of said curve in a Northwesterly and Southwesterly direction for a distance of 121.59 feet to the end of said curve and the point of beginning of a curve to the right, said curve having a central angle of 20 degrees 18 minutes 07 seconds and a radius of 591.13 feet; thence run along the arc of said curve in a Southwesterly, Westerly and Northwesterly direction for a distance of 209.46 feet to the end of said curve; thence turn an angle to the right of tangent from last described course of 34 degrees 45 minutes 06 seconds and run in a Northwesterly direction for a distance of 307.91 feet; thence turn an angle to the right of 44 degrees 55 minutes 54 seconds and run in a Northerly direction for a distance of 142.00 feet; thence turn an angle to the left of 84 degrees 31 minutes 38 seconds and run in a Northwesterly direction for a distance of 335.53 feet; thence turn an angle to the right of 40 degrees 30 minutes and run in a Northwesterly direction for a distance of 153.91 feet to the point of beginning.



17/18

Together with a perpetual easement for sanitary sewer pipeline over, along and through the following described real estate for the benefit of the real property described hereinabove:

Description of a 20 foot wide sanitary sewer easement situated in the Southeast 1/4 of the Northwest 1/4 of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama, the centerline of which is more particularly described as follows:

From the Southeast corner of the Southeast 1/4 of the Northwest 1/4 of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama, run West along the South line of said Southeast 1/4 of the Northwest 1/4 for a distance of 1170.59 feet; thence turn an angle to the right of 110 degrees 52 minutes 50 seconds and run in a Northeasterly direction for a distance of 32.41 feet to the center of an existing sanitary sewer manhole and the point of beginning of the centerline of the 20 foot wide sanitary sewer easement herein described; from the point of beginning thus obtained, continue along the last described course for a distance of 175.15 feet; thence turn an angle to the left of 15 degrees 58 minutes 58 seconds and run in a Northeasterly direction for a distance of 178.66 feet; thence turn an angle to the right of 8 degrees 19 minutes 00 seconds and run in a Northeasterly direction for a distance of 160.00 feet, more or less, to a point on the Southern boundary line of the above described property, and the end of said sanitary sewer easement.

ALSO, rights to the use of a 20 foot sanitary sewer easement as shown on the recorded plat of Riverchase Properties Second Addition to Riverchase, as recorded in Map Book 9, Page 40 in the Probate Office of Shelby County, Alabama.

TOGETHER WITH rights that constitute an interest in real estate obtained under that certain Easement granted by The Gables Condominium Association, Inc. as recorded in Real Volume 97, Page 535.

TOGETHER WITH rights that constitute an interest in real estate obtained in Amendment No. 2 to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business) as to Easement of Enjoyment of Community recorded in Real Volume 19, Page 633.

**MODIFICATIONS TO SECURITY INSTRUMENT**

**Modifications to Security Instrument.** The Security Instrument is amended as follows:

1. All references to Borrower or "grantor" will be deemed to refer to New Borrower.
2. The business address of Borrower set forth in the Preamble paragraph on Page 1 of the Security Instrument is amended to read as follows:

CMF II Summerchase at Riverchase, LLC  
4890 W. Kennedy Boulevard, Suite 200  
Tampa, Florida 33690  
Attention: Cynthia M. Pfeifer

3. The organizational identification number of Borrower set forth in the Preamble paragraph on Page 1 of the Security Instrument is amended to read as follows: 3202666.
4. The list of Riders attached to the Security Instrument is restated as follows, and if the final column below is marked with an "X", then each new or modified Rider attached below is included in this Exhibit D-1 and deemed attached to and incorporated into the Security Instrument:

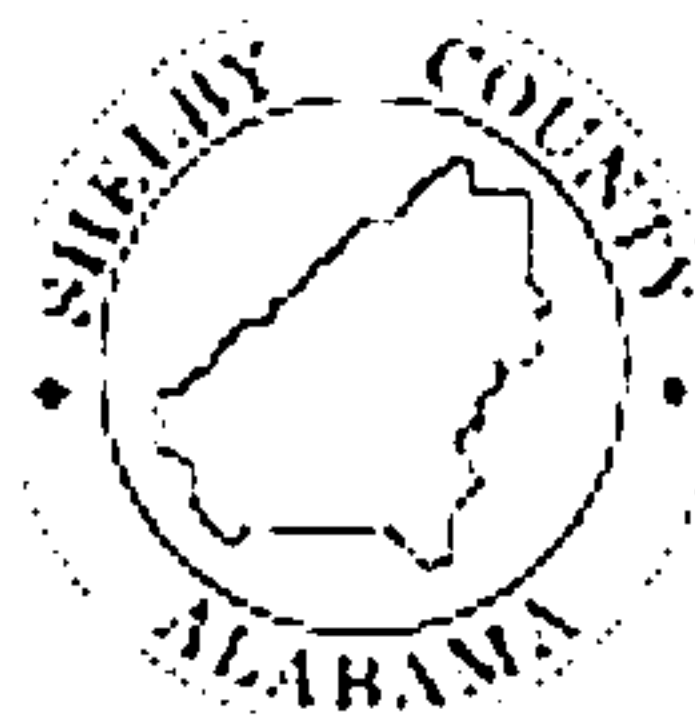
Name of Rider	Date Revised
N/A	N/A

5. Exhibit B (Modifications to Instrument). Exhibit B (Modifications to Instrument) is amended and restated as follows:

**EXHIBIT B**

**MODIFICATIONS TO INSTRUMENT**

N/A



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
08/28/2020 01:30:26 PM  
\$82.00 JESSICA  
20200828000379280

*Allie S. Boyd*