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Prepared by, and after recording return to:

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New York, New York 10019

**SECOND AMENDMENT TO
MULTIFAMILY MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY
AGREEMENT AND FIXTURE FILING
(ALABAMA)**

First American Title Insurance
National Commercial Services
NCS- **1068872AL** CO

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

THIS SECOND AMENDMENT TO MULTIFAMILY MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this “**Amendment**”) is dated as of July 20, 2021, by and between **FSI GREEN PARK SOUTH PROPERTY LLC**, a limited liability company organized and existing under the laws of Delaware, whose address is 5050 So. Syracuse Street, Suite 1200, Denver, CO 80237, as mortgagor (“**Borrower**”), and **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, whose address is c/o Grandbridge Real Estate Capital LLC, a North Carolina limited liability company (successor-in-interest to SunTrust Bank, Inc.), with offices at 200 South College Street, Suite 200, Charlotte, North Carolina, 28202 (together with its successors and assigns, “**Fannie Mae**”).

Borrower entered into that certain Multifamily Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of August 5, 2016 to Grandbridge Real Estate Capital, LLC, a subsidiary of Truist Bank (successor-in-interest to SunTrust Bank, Inc., successor-in-interest to Pillar Multifamily, LLC, a Delaware limited liability company) (“**Lender**”), recorded August 29, 2016 with the official records of Shelby County Alabama Recorder’s Office, Alabama (the “**Land Records**”) as Instrument No. 20160829000313050 (the “**Security Instrument**”), as such Security Instrument was assigned by that certain Assignment of Security Instrument, dated as of August 5, 2016, made by Lender to Fannie Mae, recorded August 29, 2016 with the Land Records as Instrument No. 20160829000313070, as amended by that certain First Amendment to Multifamily Mortgage, dated as of November 14, 2018 made by Borrower to Fannie Mae, recorded November 19, 2018 as Instrument No. 20181119000407780 in the Land Records and as affected by that certain Assumption Agreement (Guarantor Transfer), dated as of June 16, 2020, and recorded June 17, 2020, with the Land Records as Instrument No. 20200617000248360, The Security Instrument secures among other things, a Multifamily Note in the original principal amount of One Hundred Seventy Two Million Two Hundred Thirty Five Thousand Five Hundred and No/100 Dollars (\$172,235,500.00) dated as of August 5, 2016 (the “**2016 Note**”), and a Multifamily Note in the original principal amount of Seventy Six Million Six Hundred Eighty Seven Thousand Six Hundred Forty Nine and No/00 Dollars (\$76,687,649.00), dated as of November 14, 2018 (the “**2018 Note**” and with the 2016 Note, the “**Original Note**”), each executed by Borrower and others and made payable to the order of the Lender.

Pursuant to that certain Master Credit Facility Agreement dated as of August 5, 2016, as amended by that certain Amendment No. 1 to Master Credit Facility Agreement, dated as of October 31, 2018, as amended by that certain Amendment No. 2 to Master Credit Facility Agreement, dated as of November 14, 2018, by and among Borrower and others, Lender and Fannie Mae, as assigned by Lender to Fannie Mae by that certain Assignment of Master Credit Facility Agreement, dated as of August 5, 2016, by that certain Assignment of Amendment No.

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1 to Master Credit Facility Agreement and Other Loan Documents, dated as of October 31, 2018, and by that certain Assignment of Amendment No. 2 to Master Credit Facility Agreement and Other Loan Documents, dated as of November 14, 2018, as amended by that certain Amended and Restated Master Credit Facility Agreement, dated as of June 16, 2020, and as further amended by that certain Amendment No. 1 to Amended and Restated Master Credit Facility Agreement, dated as of the date hereof, between Borrower and Fannie Mae (as may be further amended, modified or amended and restated from time to time, the “**Master Agreement**”), Borrower and others have requested and Lender and Fannie Mae have consented to making a Future Advance comprised of a Fifty Six Million Eight Hundred Fifty One Thousand and No/00 Dollars (\$56,851,000) Fixed Advance to Borrower and others as of the date hereof pursuant to and in accordance with Section 2.02(c)(2) of the Master Agreement (the “**Borrow-Up Loan**”), such Borrow-Up Loan is evidenced by that certain Multifamily Note, dated of even date herewith by Borrower and others in favor of Lender, as assigned by Lender to Fannie Mae (the “**New Note**”). The New Note and the Original Note evidence an aggregate maximum outstanding principal indebtedness of \$305,774,149.

In connection with the Borrow-Up Loan, Borrower and Fannie Mae have agreed to certain amendments to the Security Instrument as more specifically set forth herein.

NOW, THEREFORE, in consideration of the above and mutual promises contained in this Amendment, the receipt and sufficiency of which are acknowledged, Borrower and Fannie Mae agree as follows:

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

2. **Amendment.**

Note. The New Note is added as a Note under the Security Instrument. The Security Instrument is given in consideration of (i) (a) the Original Note, (b) the New Note, (c) all schedules, riders, allonges, addenda, renewals, extensions, amendments and modifications thereto and conversions thereof, and (d) any additional Multifamily Notes issued from time to time pursuant to the Master Agreement and all schedules, riders, allonges, addenda, renewals, extensions, amendments and modifications thereto and conversions thereof (individually and collectively, as amended, restated, replaced, supplemented or otherwise modified or converted from time to time, the “**Note**”), and (ii) the Master Agreement.

3. **Limitation of Amendment.** Except as expressly amended herein, the Security Instrument shall remain unchanged and in full force and effect.

4. **Applicable Law.** The provisions of Section 15.01 of the Master Agreement (entitled “Choice of Law; Consent to Jurisdiction”) and Section 15.02 of the Master Agreement (entitled “Waiver of Jury Trial”) are hereby incorporated into this Amendment by this reference to the fullest extent as if the text of such section were set forth in its entirety herein.

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5. **Capitalized Terms.** Any capitalized terms used in this Amendment and not specifically defined herein shall have the meanings set forth in the Security Instrument and the Master Agreement.

6. **Counterparts.** This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Borrower and Fannie Mae have signed and delivered this Amendment or have caused this Amendment to be signed and delivered by its duly authorized representative.

BORROWER:

FSI GREEN PARK SOUTH PROPERTY LLC,
a Delaware limited liability company

By: Julie Elkins
Name: Julie Elkins
Title: Authorized Person

STATE OF COLORADO)
) SS.:
COUNTY OF DENVER)

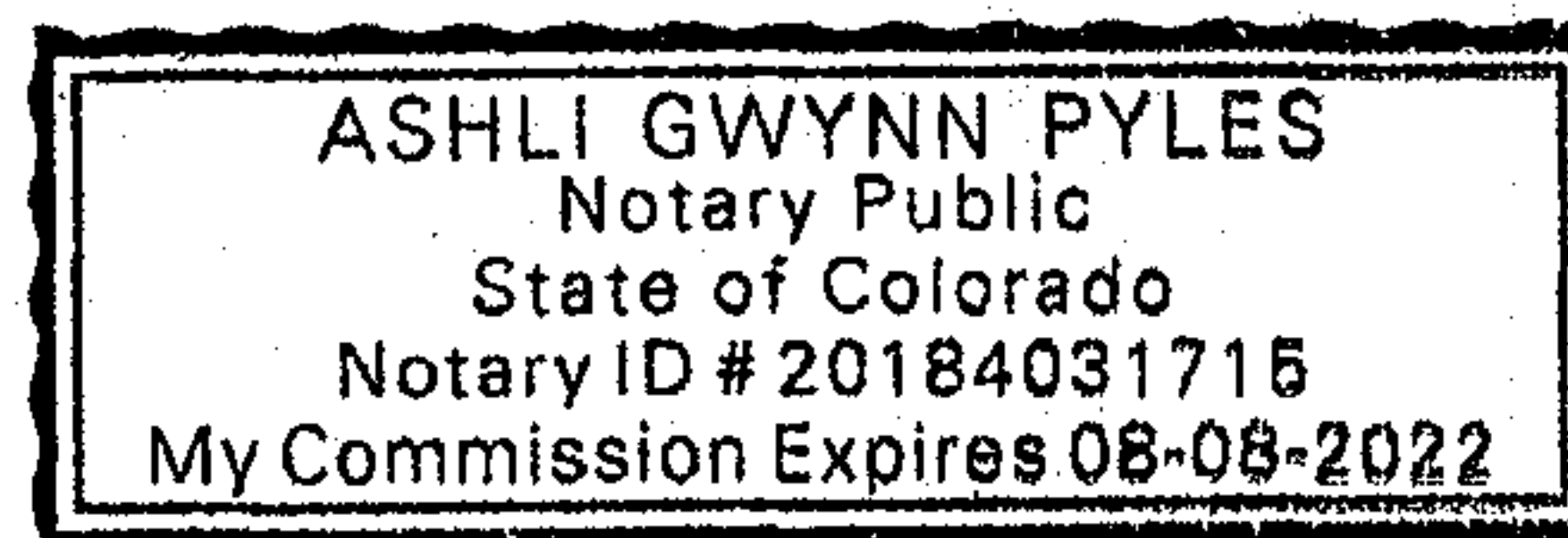
On the 8th day of July in the year 2021, before me, the undersigned, personally appeared JULIE ELKINS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity as Authorized Person of FSI Green Park South Property LLC, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Colorado that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Ashli Gwynn Pyles
Notary Public

My commission expires: 8/8/2022



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: Michael W. Dick
Name: Michael W. Dick
Title: Assistant Vice President

ACKNOWLEDGMENT

STATE OF DELAWARE)

COUNTY OF SUSSEX) ss.:

On the 8th day of July in the year 2021, before me, the undersigned, a Notary Public in and for said Jurisdiction, personally appeared Michael W. Dick, personally known to me or proven to me on the basis of satisfactory evidence, identifying him to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity of Asst. Vice President of Fannie Mae, a corporation organized and existing 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 his 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 the State of Delaware.

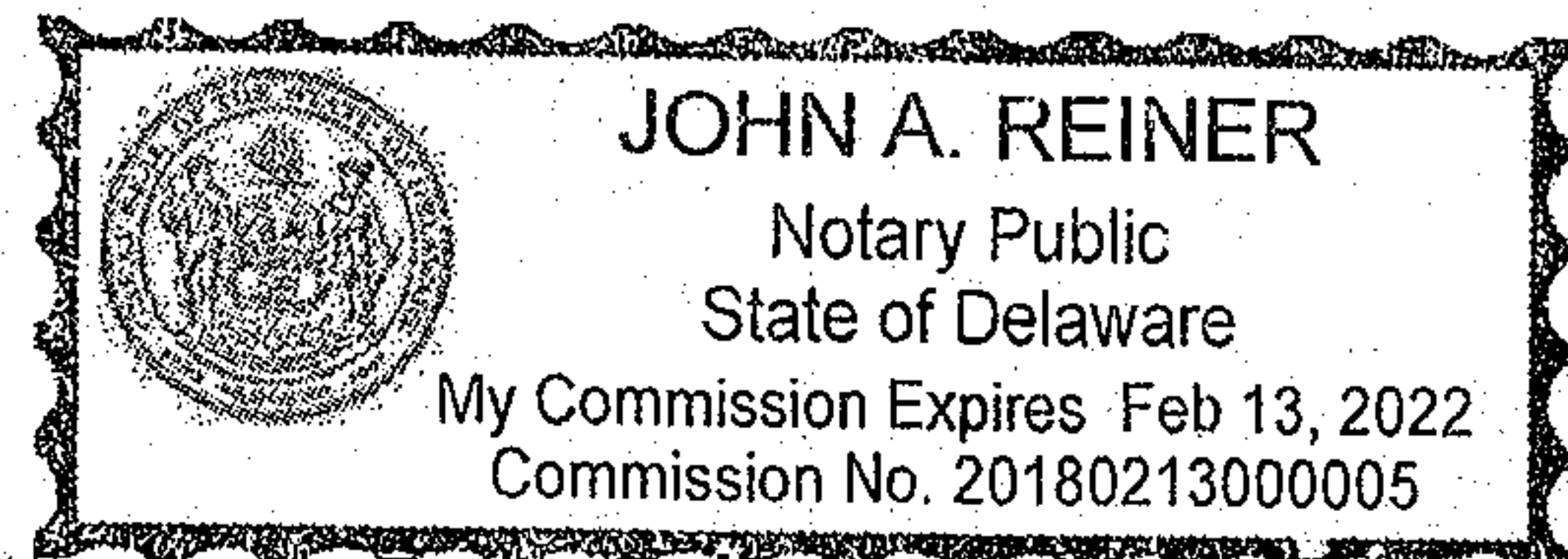
Witness my hand and official seal this 8th day of July, 2021.

My Commission Expires: FEB 13 2022

John A. Reiner
Notary Public

Print name: JOHN A. REINER

My commission expires: FEB 13 2022



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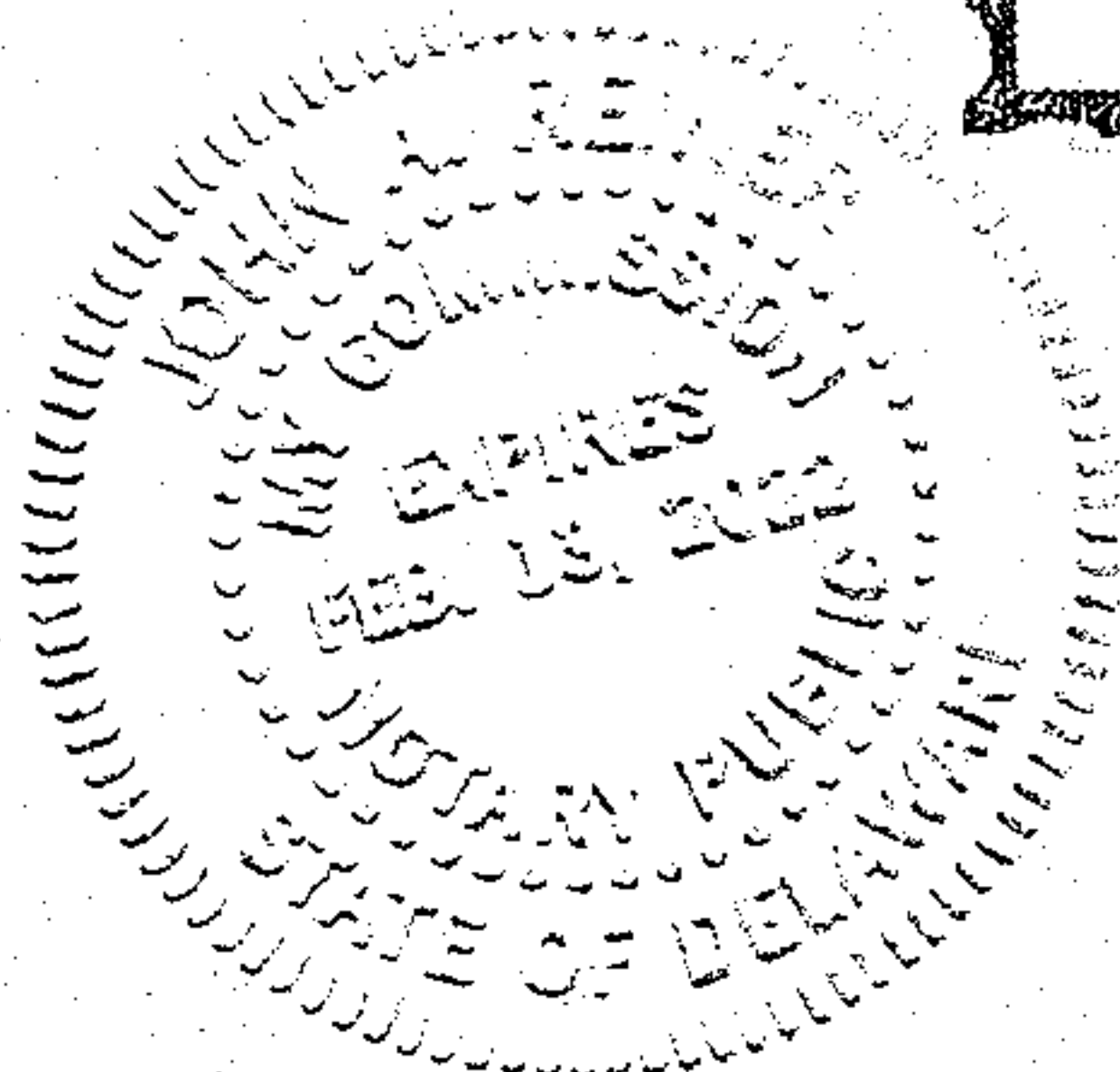


EXHIBIT A
Legal Description

GREEN PARK PARCEL I

A parcel of land located in Section 1, Township 20 South, Range 3 West, more particularly described as follows:

Begin at the Northeast corner of said Section 1; thence South along the East Line thereof, a distance of 1326.0 feet; thence $45^{\circ} 51'$ right, in a Southwesterly direction a distance of 2025.0 feet; thence 90° right, in a Northwesterly direction, a distance of 682.0 feet; thence $81^{\circ} 04'$ right, in a Northeasterly direction, a distance of 663.0 feet; thence 90° left, in a Northwesterly direction, a distance of 500.0 feet; thence 90° right, in a Northeasterly direction, a distance of 1807.34 feet to a point on the North Line of said Section 1; thence 55° right, in an Easterly direction, a distance of 844.43 feet to the point of beginning. Situated in Shelby County, Alabama.

GREEN PARK PARCEL II

A 50 foot wide parcel of land located in the Northwest 1/4 of the Northwest 1/4 of Section 6, Township 20 South, Range 2 West, more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of Section 6, Township 20 South, Range 2 West, thence in a Northerly direction along the Westerly Line of said quarter quarter of Section a distance of 25 feet to the point of beginning, said point being in the Center Line of herein described fifty foot wide parcel of land, said parcel being 25 feet each side of herein described Center Line; thence $89^{\circ} 10'$ right, in an Easterly direction, a distance of 56.05 feet to the beginning of a curve to the left, having a central angle of $73^{\circ} 32'$, and a radius of 119.93 feet; thence Northeasterly along said curve, a distance of 153.92 feet to end of said curve and the beginning of a curve to the right, having a central angle of $23^{\circ} 18'$ and a radius of 242.51 feet; thence Northeasterly along said curve, a distance of 98.62 feet to end of said curve; thence Northeasterly a distance of 715.64 feet to the beginning of a curve to the right having a central angle of $16^{\circ} 02' 30''$, and a radius of 354.83 feet; thence Northeasterly along said curve, a distance of 99.34 feet to end of said curve; thence Northeasterly a distance of 27.50 feet to the beginning of a curve to the left, having a central angle of $35^{\circ} 26' 30''$ and a radius of 313.17 feet; thence Northeasterly along said curve a distance of 193.72 feet to end of said curve to the right and the point of beginning of a curve to the right, having a central angle of $78^{\circ} 41'$ and radius of 135.26 feet; thence Northeasterly along said curve a distance of 185.75

feet to its intersection with the westerly right of way line of U.S. Highway 31 and end of herein described 50 foot wide parcel. Situated in Shelby County, Alabama.

GREEN PARK PARCEL III

A parcel of land located in the West 1/2 of the Northwest 1/4 of Section 6, Township 20 South, Range 2 West, more particularly described as follows:

Begin at the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 6, Township 20 South, Range 2 West, said point being on the South right of way boundary of Trailer Park Road; thence Easterly along the North boundary of said quarter quarter Section, which is also along said South right of way boundary 55.69 feet to the point of beginning of the arc of a curve, tangent to last mentioned course turning to the left, having a central angle of $73^{\circ} 32'$ and a radius of 144.93 feet; thence Easterly and thence Northeasterly along said arc 186.00 feet to the point of beginning of another curve, turning to the right, tangent to last mentioned curve, having a central angle of $23^{\circ} 18'$ and a radius of 271.51 feet; thence Northeasterly along the arc of last mentioned curve 88.45 feet; thence Northeasterly along a line tangent to last mentioned arc 17.75 feet (The last mentioned three courses were along said South right of way boundary of Trailer Park Road); thence right $63^{\circ} 30'$ in a Southeasterly direction 35 feet, more or less, to the centerline of Bishop Creek; thence Southwesterly along said centerline 486 feet, more or less, to intersection with the West boundary of said quarter quarter Section; thence Northerly along said West boundary 173 feet, more or less, to the point of beginning. Situated in Shelby County, Alabama.

EASEMENT FOR WALK BENEFICIAL TO GREEN PARK

Centerline of 8.00 feet Easement for Walk

Begin at the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 6, Township 20 South, Range 2 West; thence Southerly along the West boundary of said quarter quarter Section 58.00 feet to the point of beginning of centerline herein described; thence $81^{\circ} 58'$ left in a Southeasterly direction 28.10 feet; thence $39^{\circ} 00'$, right in a Southeasterly direction 75 feet, more or less, to intersection with the centerline of Bishop Creek, said intersection being the terminus of centerline herein described. Situated in Shelby County, Alabama.

SOUTHGATE PARCEL I

Part of Lot 1, JH Banker's Subdivision and part of the Southeast 1/4 and the Northeast 1/4 of the Northeast 1/4 of Section 1, Township 20 South, Range 3 West and the Northwest 1/4 of the Northwest 1/4 of Section 6, Township 20

South, Range 2 West being more particularly described as follows:

Beginning at the Southeast corner of the Southeast 1/4 of the Northeast 1/4 of Section 1, Township 20 South, Range 3 West, Shelby County, Alabama and run thence North 00° 02' 45" Section West along the East Line of said quarter quarter Section a distance of 1,151.65 feet to property corner in the centerline of Bishop Creek; thence run South 59° 29' 19" West along centerline of said Creek 59.70 feet to a property corner; thence run South 21° 16' 11" West along centerline of said Creek 159.36 feet to a property corner; thence run South 56° 34' 04" West along centerline of said creek 26.66 feet to a property corner, thence run along centerline of said creek North 87° 38' 50" West, a distance of 140.35 feet to a property corner; thence run along the centerline of said creek North 68° 19' 51" West a distance of 53.89 feet to a property corner; thence run North 63° 53' 32" West along centerline of said creek 22.40 feet to a point on the diagonal line from the Northeast corner of subject quarter quarter Section to the Southwest corner of same said quarter quarter Section; thence continue North 63° 53' 32" West along centerline of said Bishop Creek a distance of 101.71 feet to a property corner; thence run North 70° 16' 22" West along centerline of said creek a distance of 53.59 feet to a property corner; thence run South 59° 36' 19" West along the centerline of said creek a distance of 62.77 feet to a property corner; thence run South 56° 48' 01" West along the centerline of said creek a distance of 65.03 feet to a property corner; thence run South 40° 55' 10" West along centerline of said creek a distance of 68.06 feet to a property corner; thence run South 19° 36' 18" West along centerline of said creek a distance of 48.20 feet to a property corner; thence run South 24° 15' 39" West along centerline of said Creek a distance of 56.85 feet to a property corner; thence run South 29° 52' 59" West along centerline of said creek a distance of 76.33 feet to a property corner; thence run South 36° 20' 45" West along centerline of said creek a distance of 69.25 feet to a property corner; thence run South 28° 20' 41" West along centerline of said creek a distance of 50.82 feet to a property corner; thence run South 35° 34' 16" West along centerline of said creek a distance of 39.42 feet to a property corner; thence run South 08° 36' 24" East along centerline of said creek a distance of 42.56 feet to a property corner; thence run South 32° 15' 53" East along centerline of said creek a distance of 34.40 feet to a property corner on the diagonal (so called twenty acre line) between the Northeast corner of said Southeast 1/4 of the Northeast 1/4 and the Southwest 1/4 of same said quarter quarter; thence run South 45° 50' 56" West along said diagonal line a distance of 809.57 feet to a property corner representing the Southwest corner of the said Southeast 1/4 of the Northeast 1/4 of said Section 1; thence run South 89° 43' 11" East along the South line of said quarter quarter and the centerline of same said Bishop Creek a distance of 610.01 feet to a property corner in the centerline of said creek; thence run South 60° 22' 32" East along centerline of said creek a distance of 87.16 feet to a property

corner in the centerline of said creek; thence run North 67° 18' 26" East a distance of 101.94 feet to a steel rebar property corner; thence run South 67° 18' 21" East and 4.51 feet North of and nearly parallel to an existing industrial fence a distance of 764.54 feet to a found crimped pipe corner on the Westerly margin of U.S. Highway No. 31, aka, Pelham Parkway; thence run North 27° 35' 30" East along said margin of said highway a distance of 73.53 feet to a property corner; thence run North 67° 23' 27" West a distance of 173.65 feet to a property corner; thence run North 36° 40' 19" East a distance of 46.35 feet to a property corner; thence run North 35° 01' 49" West a distance of 48.32 feet to a property corner on the East Line of the Northeast 1/4 of the Southeast 1/4 of same said Section 1; thence run North 00° 02' 19" West along the East Line of the said Northeast 1/4 of the Southeast 1/4 of same Section 1 a distance of 79.04 feet to the point of beginning. Situated in Shelby County, Alabama.

**LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY
HEREIN REFERED TO AS SOUTHGATE PARCEL II:**

Commence at the Northeast corner of the Southeast ¼ of the Northeast 1/4 of Section 1, Township 20 South, Range 3 West, Shelby County, Alabama and run thence South 45° 50' 56" West a distance of 476.35 feet to a point in the centerline of Bishop Creek and the point of beginning of the property being described; thence run North 63° 53' 32" West along the centerline of Bishop Creek a distance of 101.71 feet to a point; thence run North 70° 16' 22" West along said centerline of said creek 53.59 feet to a point; thence run South 59° 36' 19" West along centerline of said creek 62.77 feet to a point; thence run South 56° 48' 01" West along centerline of said creek 65.03 feet to a point; thence run South 40° 55' 10" West along the centerline of said creek 68.06 feet to a point; thence run South 19° 36' 18" West along centerline of said creek 48.20 feet to a point; thence run South 24° 14' 39" West along centerline of said creek 56.85 feet to a point; thence run South 29° 52' 59" West along centerline of said creek 76.33 feet to a point; thence run South 36° 20' 45" West along centerline of said Bishop Creek 69.25 feet to a point; thence run South 28° 20' 41" West along said centerline of said creek 50.82 feet to a point; thence run South 35° 34' 16" West along centerline of said creek 39.42 feet to a point; thence run South 08° 36' 24" East along centerline of said creek 42.56 feet to a point; thence run South 32° 15' 53" East along centerline of said creek 34.40 feet to a point; thence run North 45° 50' 56" East a distance of 607.41 feet to the point of beginning. Situated in Shelby County, Alabama.

**NOTE: SOUTHGATE PARCEL II DESCRIBED HEREIN IS WRITTEN
WITHIN THE BOUNDS OF SOUTHGATE PARCEL I**

SOUTHGATE PARCEL III

Beginning at the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of Section 1, Township 20 South, Range 3 West, Shelby County, Alabama and run thence South 45° 50' 56" West a distance of 476.34 feet to a point in the centerline of Bishop creek; thence run South 63° 53' 32" East along said centerline of said creek 22.40 feet to a point; thence run South 69° 19' 51" East along said centerline of said creek 53.89 feet to a point; thence run South 87° 38' 50" East along said centerline of said creek 140.35 feet to a point; thence North 56° 34' 04" East along said centerline of said creek 26.66 feet to a point; thence run North 21° 16' 11" East along said centerline of said creek 159.36 feet to a point; thence run North 59° 29' 19" East along centerline of said creek 61.31 feet to a point on the East Line of said Southeast 1/4 of the Northeast 1/4 of said Section 1; thence run North 00° 30' 24" West along said East Line of said quarter quarter, a distance of 173.00 feet to the point of beginning. Situated in Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
07/21/2021 09:21:22 AM
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Allen S. Bayl

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