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STATE OF INDIANA
LAKE COUNTY
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MICHAEL B. BROWN
RECORDER

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

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

THIS FIRST AMENDMENT TO MULTIFAMILY MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("Amendment ") is dated as of the 13th day of December, 2016, by **ROCO-HICKORY RIDGE, LLC, a limited liability company** organized and existing under the laws of Michigan, whose address is **33 Bloomfield Hills Parkway, Suite 135, Bloomfield Hills, Michigan 48304**, as trustor ("**Borrower**"), and **FEDERAL HOME LOAN MORTGAGE CORPORATION, a corporation** organized and existing under the laws of the United States, whose address is **8200 Jones Branch Drive, McLean, Virginia 22102**, as beneficiary ("**Lender**").

WHEREAS, Lender is the owner and holder of that certain Multifamily Mortgage, Assignment of Rents, Security Agreement and Fixture Filing ("**Security Instrument**") dated as of **May 12, 2016**, that grants a lien to the real property described in Exhibit "A", recorded on **May 26, 2016** as **Instrument Number 2016032154** of the Official Records in the Office of the County Recorder of **Lake County, State of Indiana**, which secures Indebtedness as defined in the Note. (The Indebtedness and the Note are defined in the Security Instrument);

WHEREAS, Lender and Borrower desire to amend the Security Instrument as more particularly herein set forth in this Amendment;

NOW THEREFORE, in consideration of the mutual covenants in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

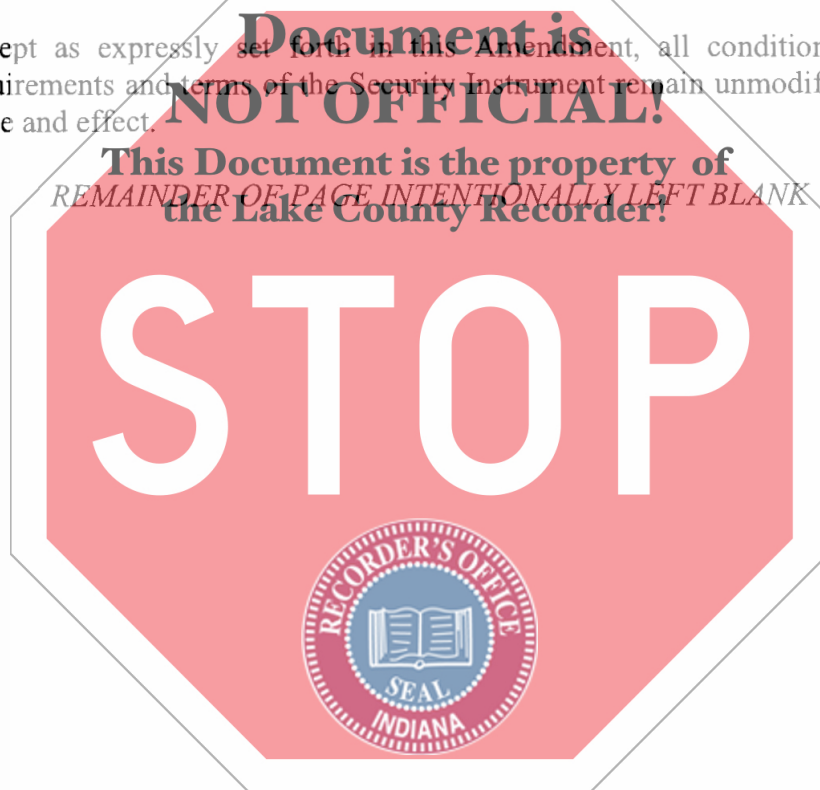
1. The following changes to the Security Instrument are made as follows:

The first paragraph underneath the AGREEMENT section on page 1, as modified by Exhibit B to the Security Instrument is hereby deleted in its entirety and replaced with the following:

TO SECURE TO LENDER the repayment of the Indebtedness evidenced by Borrower's Multifamily Note (hereinafter defined) payable to Lender, dated as of the date of this Instrument, and maturing on **March 1, 2021** unless otherwise extended in accordance with the terms and provisions of the Credit Agreement ("**Maturity Date**"), in the principal amount of **ONE HUNDRED TWO MILLION, EIGHT HUNDRED FIFTEEN THOUSAND, NINE HUNDRED FIFTY-FOUR and 00/100 DOLLARS (\$102,815,954.00)** and all renewals,

extensions and modifications of the Indebtedness, and the performance of the covenants and agreements of Borrower contained in the Loan Agreement or any other Loan Document. Borrower and Lender intend this Instrument to secure all amounts due at any time and from time to time under the Note, including all future advances made pursuant to the "Credit Agreement" (hereinafter defined) or pursuant to the terms of this Instrument. The maximum amount of unpaid indebtedness, exclusive of interest, that may be outstanding at any time and be secured by this Instrument is **an amount not to exceed ONE HUNDRED TWO MILLION, EIGHT HUNDRED FIFTEEN THOUSAND, NINE HUNDRED FIFTY-FOUR and 00/100 DOLLARS (\$102,815,954.00).**

2. All terms not defined in this Amendment shall have the same meaning given to such terms in the Security Instrument.
3. This Amendment 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.
4. Except as expressly set forth in this Amendment, all conditions, provisions, requirements and terms of the Security Instrument remain unmodified and in full force and effect.

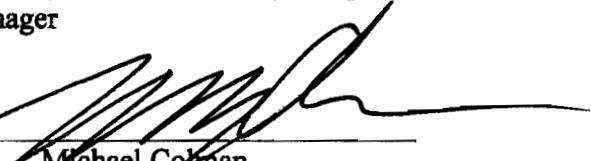


IN WITNESS WHEREOF, Borrower and Lender has signed and delivered this Amendment or have caused this Instrument to be signed and delivered by their respective duly authorized representatives.

BORROWER:

ROCO-HICKORY RIDGE, LLC,
a Michigan limited liability company

By: RoCo Real Estate LLC,
a Michigan limited liability company
Manager

By: 
Michael Colman
Manager

SIGNATURES CONTINUE ON NEXT PAGE



SIGNATURES CONTINUED FROM PREVIOUS PAGE

LENDER:

FEDERAL HOME LOAN MORTGAGE
CORPORATION,
a United States corporation

By: Charlotte Linder

Print Name: CHARLOTTE LINDER

Title: Sr. Director



STATE OF MICHIGAN)
)ss
COUNTY OF Oakland)

This instrument was acknowledged before me in Oakland County, Michigan, on this 9 day of **December, 2016**, by **MICHAEL COLMAN**, the Manager of **ROCO REAL ESTATE LLC**, a Michigan limited liability company, the Manager of **ROCO-HICKORY RIDGE, LLC**, a Michigan limited liability company on behalf of such limited liability company.

Angela Louise Kolar
Print Name of Notary Public: Angela Louise Kolar
Notary Public, State of MI, County of Lapeer
My commission expires: January 25, 2022
Acting in the County of Oakland



Oakland.

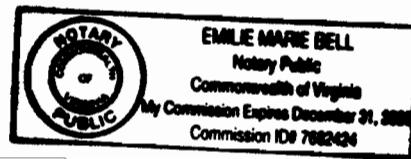
State of Virginia
County of Fairfax

On December 12, 2016 before me,
Emilie Bell, personally appeared Charlotte Lindell
who proved to me on the basis of satisfactory evidence to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Emilie Bell



12/31/2020



Prepared by, ~~and after recording return to:~~

GERSON LAW FIRM APC
9255 Towne Centre Drive, Suite 300
San Diego, California 92121-3036
ATTN: Theresa J. Loftsgard
File No. 6397.078

Freddie Mac Loan Number: 932599052
Freddie Mac Deal Number: 151201
Freddie Mac Rollup Number: 504197428

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this documents, unless required by law. Theresa J. Loftsgard

Return to: Stewart Title -Commercial Services
17177 Laurel Park, Suite 108
Livonia, MI 48152



EXHIBIT A

DESCRIPTION OF THE LAND

A part of the East half of the East half of Section 5 Township 35 North, Range 8 West of the Second Principal Meridian in Ross Township, Lake County, Indiana, more particularly described as beginning at an iron pipe in the East line of said tract which is 1,308.52 feet South of the Northeast corner of said section 5, thence South 0 degrees 36 minutes 34 seconds East along the East line of said Section 5 a distance of 1464.35 feet to a nail in the centerline of the public highway known as 57th Avenue (formerly called Ross Road), thence South 67 degrees 20 minutes 36 seconds West along said centerline a distance of 587.33 feet to a nail; thence South 72 degrees 33 minutes 26 seconds West along said centerline of 57th Avenue a distance of 226.19 feet to a nail, thence South 82 degrees 06 minutes 26 seconds West along said centerline a distance of 271.14 feet to a nail, thence South 87 degrees 37 minutes 35 seconds West along said centerline a distance of 118.55 feet to a nail, thence North 0 degrees 47 minutes 34 seconds East along the East line of property described in Deed Record 1193 page 414, in the Recorder's Office of Lake County, Indiana a distance of 206.10 feet to an iron pipe, thence South 89 degrees 12 minutes 26 seconds West along the North line of said Property described in Deed Record 1193 page 414, a distance of 181.00 feet to a nail in the West line of the East

half of the East half of said Section 5, thence North 0 degrees 47 minutes 36 seconds East along the West line of the East half of the East half of said Section 5 a distance of 703.44 feet to an iron pipe at the Southwest corner of a tract of land recorded June 22, 1949 in Deed Record 840, page 140, in the Recorder's Office of Lake County, Indiana, thence South 89 degrees 56 minutes 34 seconds East along the South line of said tract recorded in Deed Record 840 page 140, a distance of 350 feet to an iron pipe, thence North 0 degrees 47 minutes 34 seconds West along the East line of said tract recorded in Deed Record 840, page 140, a distance of 264 feet to an iron pipe, thence North 89 degrees 56 minutes 34 seconds West a distance of 115.0 feet to an iron pipe which is 235 feet East of the West line of said East half of the East half of said Section 5, thence North 0 degrees 47 minutes 34 seconds West a distance of 296.73 feet to an iron pipe, thence North 89 degrees 53 minutes 26 seconds East a distance of 164.82 feet to an iron pipe, thence North a distance of 163.39 feet to an iron pipe, thence East 233.27 feet to an iron pipe, thence North 159.61 feet to an iron pipe, thence East along the South line of Block 3 of Meadowdale Subdivision as same was recorded in Plat Book 31, page 52, in the Recorder's Office of Lake County, Indiana, a distance of 700 feet to the PLACE OF BEGINNING

EXCEPT THEREFROM all oil, gas and minerals, on and under the above described property reserved by Hickory Ridge Apartments Holding Company, LLC, a Delaware limited liability company.

A strip of land 40 feet wide which is a part of the East half of the East Half of Section 5, Township 35 North, Range 8 West of Second Principal Meridian, Ross Township, Lake County, Indiana, described as beginning at a point in the centerline of 57th Avenue, also known as Ross Road, at the Southeast corner of the property described and recorded in Deed Record 1193, page 414, in the Recorder's Office, Lake County, Indiana, said POINT OF BEGINNING being found by commencing at a point in the West line of said East half of the East half which is 3108.9 feet South of the Northwest corner of said East half of the East half and thence North 87 degrees 37 minutes 35 seconds East along the centerline of 57th Avenue for a distance of 181.17 feet to the POINT OF BEGINNING, thence continuing North 87 degrees 37 minutes 35 seconds East along the centerline of 57th Avenue 118.55 feet, thence North 82 degrees 06 minutes 26 seconds East 271.14 feet, thence North 72 degrees 33 minutes 26 seconds East 226.19 feet, thence North 67 degrees 20 minutes 36 seconds East 259.25 feet to the West line of a 5 acre parcel described and recorded in Deed Record 353, page 182, in the Recorder's Office Lake County, Indiana, thence North 0 degrees 36 minutes 34 seconds West on said West line of the 5 acres 43.15 feet to a line that is parallel to and 40 feet Northernly of the aforesaid centerline of 57th Avenue; thence South 67 degrees 20 minutes 36 seconds West on said 40-foot parallel line 273.63 feet; thence South 72 degrees 33 minutes 26 seconds West 221.03 feet, thence South 82 degrees 06 minutes 26 seconds West 265.87 feet; thence South 87 degrees 37 minutes 35 seconds West 115.52 feet to the East line of the parcel described in said Deed Record 1193 page 414, thence South 0 degrees 47 minutes 34 seconds East 40.01 feet on said East line to the POINT OF BEGINNING.

FURTHER DESCRIBED in a survey by Landmark Engineering Corporation dated April 8, 2016 and last revised May 4 2016 as Job No. 16-03-048 and now known as



That part of the Northeast Quarter and of the Southeast Quarter of Section 5 Township 35 North, Range 8 West of the Second Principal Meridian, described as follows: Beginning at the Southeast corner of the North 40 acres of the East half of said Northeast Quarter, said point being the Southeast corner of Lot 18 in Block 3 in Meadowdale Subdivision according to the plat thereof, recorded in Plat Book 31 page 52, thence South 0°22'09" West, along along the East line of said Northeast Quarter, 1464.26 feet to the Southeast corner of said Northeast Quarter, being a point on the center line of 57th Avenue (formerly called Ross Road); thence South 68°50'56" West 324.33 feet to the Southeast corner of a strip of land 40 feet in width deeded for highway purposes by Document 25411, thence North 0°22'42" East, along the East line of said strip of land 43.16 feet to the Northeast corner of said strip; thence Southwesterly along the North line of said strip of land, for the following four courses and distances, South 68°19'52" West 273.63 feet, South 73°32'42" West 221.03 feet, South 83°05'42" West 265.87 feet, and South 88°36'51" West 115.62 feet; to a point on the East line of land deeded per document 379387, in Deed Record 1193, page 414, thence North 0°11'42" East, along said East line, 168.95 feet to the Northeast corner of said deeded land; thence North 89°48'18" West, along the North line of said deeded land, 181.00 feet to the West line of the East half of said Southeast Quarter; thence North 0°11'42" East, along said West line, 110.89 feet to the Southwest corner of the East half of said Northeast Quarter; thence North 0°17'14" East, along the West line of the East half of said Northeast Quarter, 592.99 feet to a point that is 2191.50 feet South of the Northwest corner of the East half of said Northeast Quarter, said point being on the Westerly extension of the South line of land deeded per Document 408794, in Deed record 840 page 140, thence South 88°49'16" East, along said extension and South line, 350.00 feet to the Southeast corner of said deeded land; thence North 0°17'14" East, along the East line of said deeded land, 264 feet to the Northeast corner of said deeded land; thence North 88°49'16" West, along the North line of said deeded land, 114.98 feet to the Southeast

corner of land deeded per Document 97005069, dated December 19, 1996, thence North 0°17'14" East, along the East line of said deeded land, and along the East line of land deeded per document 254315, in Deed Record 768 page 551, a distance of 292.29 feet to a point on the South line of the North 50 acres of the East half of said Northeast Quarter; thence South 89°08'38" East, along said South line, 167.44 feet to the Southeast corner of land deeded per Document 92082248, recorded December 24, 1992, thence North 0°22'09" East, along the East line of said deeded land, 164.42 feet to a point on the South line of Lot 1 in William's subdivision, according to the plat thereof recorded in Plat Book 77 page 42, thence South 89°08'38" East, along said South line, 227.52 feet to the Southeast corner of said Lot 1; thence North 0°17'14" East, along the East line of said Lot 1, a distance of 163.58 feet to the Northeast corner of said Lot; thence South 89°08'38" East, along the South line of aforesaid Meadowdale Subdivision, 700.03 feet to the point of beginning, in Ross Township, Lake County, Indiana.

