

THIS INSTRUMENT PREPARED BY,  
RECORDED AND RETURN TO:  
(Print Name of Attorney)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Reserved)

**[INSERT ANY APPLICABLE LEGENDS REGARDING STATE OF FLORIDA DOCUMENTARY STAMP TAXES AND NON-RECURRING INTANGIBLE TAXES]**

**AMENDED AND RESTATED  
MULTIFAMILY MORTGAGE,  
ASSIGNMENT OF RENTS  
AND SECURITY AGREEMENT**

**FLORIDA**

**(Revised 3-1-2014)**

Freddie Mac Loan No. \_\_\_\_\_ **[IF REFINANCING AN EXISTING FREDDIE MAC MORTGAGE, INSERT THE LOAN NUMBERS FOR BOTH THE CURRENT AND REFINANCED MORTGAGES]**

**AMENDED AND RESTATED  
MULTIFAMILY MORTGAGE,  
ASSIGNMENT OF RENTS  
AND SECURITY AGREEMENT**

**FLORIDA**

**(Revised 3-1-2014)**

THIS AMENDED AND RESTATED MULTIFAMILY MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (“**Instrument**”) is dated as of the \_\_\_\_ day of \_\_\_\_, \_\_\_\_, between \_\_\_\_, a \_\_\_\_ organized and existing under the laws of the State of Florida, whose address is \_\_\_\_\_, as mortgagor (“**Borrower**”), and \_\_\_\_, a \_\_\_\_ organized and existing under the laws of the State of \_\_\_\_, whose address is \_\_\_\_, as mortgagee (“**Lender**”).

**[THIS DOCUMENT IS INTENDED TO SERVE AS AN AMENDMENT TO AN EXISTING MORTGAGE, SO LENDER MUST SIGN THIS DOCUMENT]**

**RECITALS**

A. Lender is the holder of a [*promissory note*] dated \_\_\_\_, in the original principal amount of \$\_\_\_\_ (“**Original Note**”) made by Borrower and payable to the order of \_\_\_\_\_ (the “**Original Payee**”).

**[IF THE ORIGINAL NOTE IS ITSELF AN AMENDED AND RESTATED OR CONSOLIDATED OR RENEWAL NOTE, REVISE RECITAL A TO INCLUDE THE ENTIRE HISTORY OF THE LOAN AND DESCRIBE THE NOTE AS AMENDED, CONSOLIDATED AND/OR RENEWED TO DATE]**

B. The Original Note is secured by a [*Mortgage and Security Agreement*] dated \_\_\_\_\_, from Borrower to the Original Payee, recorded among the Public Records of \_\_\_\_ County, Florida in Book \_\_\_\_, at Page \_\_\_\_ (“**Original Mortgage**”) on certain improved real property located in \_\_\_\_ County, Florida.

**[IF THE ORIGINAL MORTGAGE IS ITSELF AN AMENDED AND RESTATED OR CONSOLIDATED OR RENEWED MORTGAGE, REVISE RECITAL B TO INCLUDE THE ENTIRE HISTORY OF THE LOAN AND DESCRIBE THE MORTGAGES (WITH**

**RECORDING INFORMATION) AS AMENDED, CONSOLIDATED AND/OR RENEWED TO DATE]**

- C. The Original Note has been sold and assigned by the Original Payee to Lender. The Original Mortgage has been assigned by the Original Payee to Lender pursuant to an Assignment of Mortgage, dated \_\_\_\_\_ and recorded or intended to be recorded among the Public Records of \_\_\_\_ County, Florida, immediately prior hereto.
- D. The Original Note is being consolidated, amended and restated in its entirety pursuant to a certain Amended and Restated Multifamily Note dated the same date as this Instrument from Borrower, as maker, to the order of Lender, as payee, to reflect among other things, a change in the interest rate and terms of payment *[and an increase in the unpaid principal amount to \$\_\_\_\_\_ to evidence an additional advance in the amount of \$\_\_\_\_\_ made by Lender to Borrower on the date hereof]*.
- E. Borrower and Lender now desire to amend and modify the terms of the Original Mortgage and have agreed, for purposes of convenience, to consolidate, amend and restate the Original Mortgage in its entirety as follows:

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**[THE FLORIDA SECURITY INSTRUMENT FROM THE FREDDIE MAC MULTIFAMILY WEB SITE SHOULD BE COPIED INTO THIS DOCUMENT HERE, PAGINATED AS ONE CONTINUOUS DOCUMENT.]**

**[IN THE FIRST PARAGRAPH OF TEXT STARTING WITH “Borrower is indebted to Lender...”, THE WORDS “Multifamily Note” SHOULD BE CHANGED, IN EXHIBIT B, TO “Amended and Restated Multifamily Note”]**

**[ADD, IN EXHIBIT B, A NEW NUMBERED SECTION TO THE END OF THE INSTRUMENT AS FOLLOWS:]**

\_\_\_ **NO NOVATION; NO DEFENSES.**

- (a) Neither this Instrument nor the Note is a substitution or novation of the indebtedness of the Original Note. Neither this Instrument nor the Note extinguishes the indebtedness of the Original Note or discharges or releases or in any way adversely affects the lien or lien priorities of the Original Mortgage or any other security for the indebtedness of the Original Note. In the event that any of the provisions of this Instrument shall be construed by a court of competent jurisdiction as operating to affect the lien priority of the Original Mortgage over claims which would otherwise be subordinate thereto, then at the sole option of Lender, Lender may treat such provisions as void and of no force or effect and enforce the provisions of the Original Mortgage as modified by this Instrument

excluding such provisions, or at the sole option of Lender, Lender may enforce the Original Mortgage pursuant to the terms therein contained, independent of this Instrument to the extent that third persons acquiring an interest in such real property between the time of recording of the Original Mortgage and the recording hereof are prejudiced by this Instrument. However, if Lender elects either such option, the parties hereto, as between themselves, shall in all events be bound by all the terms and conditions of this Instrument and the Note until all Indebtedness owing from Borrower to Lender shall have been paid in full.

- (b) Borrower hereby confirms that it has no defenses or offsets of any kind against any of the indebtedness due under the Original Note. Borrower hereby waives any claim which it may have with respect to the Original Note or Original Mortgage, or any other document executed in connection therewith or related thereto, as the same may have been modified, or as hereby or hereafter modified. Borrower agrees not to raise any such defenses or claims in any civil proceedings or otherwise.