

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

Freddie Mac Loan Number: \_\_\_\_\_

Property Name: \_\_\_\_\_

**FLORIDA  
AMENDED AND RESTATED  
MULTIFAMILY NOTE**

**(Revised 7-17-2014)**

THIS FLORIDA AMENDED AND RESTATED MULTIFAMILY NOTE (“**Note**”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, from \_\_\_\_\_, a \_\_\_\_\_ (“**Borrower**”) to \_\_\_\_\_, a \_\_\_\_\_ (“**Lender**”).

**PRELIMINARY STATEMENTS**

- A. A loan was made to Borrower in the original principal amount of \$\_\_\_\_\_, the repayment of which is evidenced by a **[REVISE AS NEEDED: Promissory Note]** dated as of \_\_\_\_\_, (“**Original Note**”) from Borrower, as maker, to \_\_\_\_\_ (“**Original Payee**”), as 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]**

**[ATTACH THE ORIGINAL NOTE (INCLUDING ALL NOTES AS AMENDED, CONSOLIDATED AND/OR RENEWED TO DATE) TO THE ORIGINAL OF THIS NOTE]**

- B. The Original Note is secured by a **[REVISE AS NEEDED: Mortgage and Security Agreement]** dated \_\_\_\_\_, and recorded among the Public Records of \_\_\_\_\_ County, Florida in Book \_\_\_\_, 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. Lender has purchased the Original Note from Original Payee, and Lender is now the holder of the Original Note.
- D. Borrower has confirmed to Lender that Borrower has no defenses or offsets of any kind against any of the indebtedness due under the Original Note.
- E. Borrower has requested and Lender has agreed to make certain amendments to the Original Note, including changing the interest rate and the terms of payment **[INCLUDE IF APPLICABLE:** and increasing the unpaid principal amount to \$\_\_\_\_\_ to evidence an additional advance in the amount of \$\_\_\_\_\_ made by Lender to Borrower on the date of this Note]. The Original Note is consolidated, amended and restated in its entirety to reflect these amendments.
- F. Borrower has represented to Lender that State of Florida documentary stamp taxes and nonrecurring intangible taxes were paid in full on the Original Mortgage and are payable on this Note to the extent **[CHOOSE ONE:** of the additional advance **OR** that the original principal amount of this Note exceeds the original principal amount of the Original Note].
- G. The Original Mortgage is concurrently being consolidated, amended and restated pursuant to the terms of an Amended and Restated Multifamily Mortgage, Assignment of Rents and Security Agreement dated the same date as this Note (“**Security Instrument**”).

NOW, THEREFORE, in consideration of these promises, the mutual covenants contained in this Note and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree that the Original Note is consolidated, amended and restated in this Note in its entirety as follows:

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**[COPY IN THE ENTIRE CURRENT MULTISTATE VERSION OF THE APPLICABLE MULTIFAMILY NOTE FROM THE FREDDIE MAC MULTIFAMILY WEB SITE. PAGINATE AS ONE CONTINUOUS DOCUMENT.]**

**[IN EXHIBIT A, ADD A NEW SUBSECTION TO SECTION 9(d) AS FOLLOWS:]**

\_\_\_ Section 9(d) is revised by adding the following new subsection:

- (\_\_\_) the amount of, and any loss or damage suffered by Lender by reason of, any failure to fully and timely pay all intangible, documentary stamp, recordation, transfer, or similar taxes, if any, imposed in connection with the Loan or any advances of the Loan, the Original Note, this Note, the Original Mortgage, the

Security Instrument, any default under any Loan Document, or any other transaction relating to or arising out of the Loan, plus all interest, penalties and fines that may be or may become due as a result of any of the foregoing.

**[ON THE SIGNATURE PAGE, ABOVE THE SIGNATURE LINE, ADD THE FOLLOWING IN BOLD LETTERING]**

**Florida documentary stamp taxes in the amount of \$\_\_\_\_\_ were paid on the Mortgage recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of \_\_\_\_\_ County, Florida and were also paid in the amount of \$\_\_\_\_\_ on the Amended and Restated Multifamily Mortgage, Assignment of Rents and Security Agreement dated concurrently herewith and contemporaneously recorded in the Public Records of \_\_\_\_\_ County, Florida.**