

WHEN RECORDED MAIL TO:

Attention: Andrea Morgan
201 W. Colfax Ave., Dept. 204
Denver, CO 80202

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

AMENDMENT AND MODIFICATION AGREEMENT

THIS AMENDMENT AND MODIFICATION AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”), and **THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF DENVER**, a Colorado quasi-municipal corporation, whose address is 777 Grant Street, Denver, Colorado 80203 (“Borrower”) (together, the “Parties”).

WITNESSETH:

WHEREAS, the Parties entered into that certain Loan Agreement dated July 25, 2011 (the “Loan Agreement”), relating to a loan of \$3,000,000 (\$1,500,000 of which was provided from Skyline funds (the “Skyline Loan”) and \$1,500,000 of which was provided from Community Development Block Grant funds (the “CDBG Loan”)) for expenses related to development of public facilities, including a community center at 1099 Osage Street (the “Property”); and

WHEREAS, Borrower executed that certain deed of trust (the “Stout Deed of Trust”) for the benefit of the City, dated October 12, 2011, and recorded on December 29, 2011 at Reception No. 201148005 of the records of the City and County of Denver, State of Colorado, and encumbering the following described property:

SW 20 feet of Lot 14 and all of Lots 15 and 16

And all lots 17 through 20, Stiles ADD, Block 148

City and County of Denver, State of Colorado

also known and numbered as 2400 Stout Street /2401 California Street, Denver, Colorado; and

WHEREAS, Borrower executed that certain deed of trust (the “Elizabeth Deed of Trust”) for the benefit of the City, dated October 12, 2011, and recorded on December 29, 2011 at Reception No. 201148004 of the records of the City and County of Denver, State of Colorado, and encumbering the following described property:

Lots 1 through 16, inclusive Block E. Mouat’s Resubdivision of part of

Swansea and Block 67, First Addition to Swansea,

City and County of Denver, State of Colorado

also known and numbered as 4301 Elizabeth Street, Denver, Colorado; and

WHEREAS, Borrower executed that certain deed of trust (the “Lipan Deed of Trust,” together with the Stout Deed of Trust and the Elizabeth Deed of Trust, the “Deeds of Trust”) for the benefit of the City, dated October 12, 2011, and recorded on December 29, 2011 at Reception No. 201148003 of the records of the City and County of Denver, State of Colorado, and encumbering the following described property:

Lots 39 and 40 Block 10

HUNTS Addition

City and County of Denver, State of Colorado

also known and numbered as 1373 Lipan Street, Denver, Colorado; and

WHEREAS, the Deeds of Trust secure the repayment of the Skyline Loan evidenced by that certain Promissory Note dated October 12, 2011(the “Skyline Note”); and

WHEREAS, the repayment of the CDBG Loan is evidenced by that certain Promissory Note Collateral Assignment and Security Agreement dated October 12, 2011(the “CDBG Note” and together with the Skyline Note, the “Notes”); and

WHEREAS, the Parties wish to modify the terms and conditions of the Loan Agreement, Notes, Deeds of Trust, and any other documents evidencing or securing the City’s loan (together, the “Loan Documents”), to release the Deeds of Trust and to modify the legal description of the Property;

NOW, THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the adequacy of which is acknowledged, the Parties hereby modify the Loan Documents as follows:

1. Capitalized terms used herein shall have the meanings assigned to them in the Loan Documents.

2. The legal description of the Property is amended as set forth on **Exhibit A** hereto and incorporated herein. Any portion of the Property previously subject to the Loan Documents and not included within the legal description set forth in **Exhibit A** is hereby released from the requirements of the Loan Documents.

3. The City hereby consents to the release of the Deeds of Trust upon receipt of payment in full of the Skyline Loan.

4. The Executive Director of OED, or permitted designee, is authorized to execute that certain Omnibus Amendment to Ground Lease, that certain Covenant Affecting Real Property (Building Code and Fire Access), and that certain Joinder and Consent by Lender/Lienholder to the Reciprocal Easement Agreement (1099 Osage/1035 Osage) documents necessary to accomplish this amendment, as set forth herein, so long as (i) such documents are in a form satisfactory to the City Attorney; and (ii) Borrower is not then in default of its obligations pursuant to this Loan Agreement, the Promissory Note, the Covenant, or the Deed of Trust.

5. The Loan Documents are amended to reflect the amended terms described herein.

6. Borrower consents to the use of electronic signatures by the City. This Amendment, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this Amendment solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Amendment in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

7. Except as modified herein, the Loan Documents remain unmodified.

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Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____


By _____

By _____



Contract Control Number: OEDEV-201100871-01

Contractor Name: Housing Authority of the City and County of Denver

By:  For _____

Name: Ismael Guerrero
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



THE HOUSING AUTHORITY OF THE
CITY AND COUNTY OF DENVER

IRS No. _____

By: [Signature] For _____

Title: Executive Director

“BORROWER”

STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

Acknowledged before me this 15th day of May, 2017, by Joshua Crawley for Ismael Guerrero as Agency Counsel for Executive Director of The Housing Authority of the City and County of Denver.

Witness my hand and official seal.

My commission expires: Jan 9, 2020

[Signature]
Notary Public

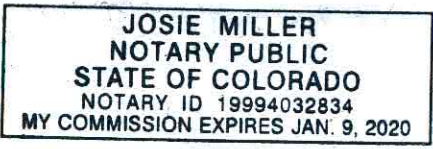


EXHIBIT A

DESCRIPTION OF THE PROPERTY

A PARCEL OF LAND BEING THE PORTION OF LOTS 1-10, BLOCK 26 HUNT'S ADDITION TO DENVER, INSIDE OF PARCEL B AS DESCRIBED AND SHOWN IN THE SURVEY DEPOSITED MARCH 7, 2007 IN BOOK 67 AT PAGES 122 AND 123, OF THE LAND SURVEY/RIGHT-OF-WAY SURVEY RECORDS OF THE CITY AND COUNTY OF DENVER SURVEYOR'S OFFICE, ALL IN THE CITY AND COUNTY OF DENVER, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY OF OSAGE STREET AND

THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00°09'42" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE AND THE EAST LINE OF SAID LOTS 1-10, A DISTANCE OF 238.12 FEET; THENCE SOUTH 89°52'02" WEST, DEPARTING SAID WEST RIGHT-OF-WAY LINE OF OSAGE STREET AND THE EAST LINE OF SAID LOT 10, A DISTANCE OF 113.18 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL B; THENCE NORTH 11°16'22" WEST, ALONG THE WEST LINE OF SAID PARCEL B, A DISTANCE OF 64.23 FEET; THENCE NORTH 00°08'38" WEST, CONTINUING ALONG SAID WEST LINE OF PARCEL B, A DISTANCE OF 215.08 FEET TO THE NORTHWEST CORNER OF SAID PARCEL B AND A POINT ON THE CENTER LINE OF WEST 11TH AVENUE (ORIGINALLY PLATTED AS DEER STREET IN HUNT'S ADDITION TO DENVER); THENCE NORTH 89°51'36" EAST, ALONG THE NORTH LINE OF SAID PARCEL B AND THE CENTER LINE OF 11TH AVENUE, A DISTANCE OF 125.24 FEET TO A POINT ON SAID WEST RIGHT-OF-WAY LINE OF OSAGE STREET; THENCE SOUTH 00°31'10" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 34,516 SQUARE FEET OR 0.79 ACRES, MORE OR LESS.