

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

SECOND AMENDMENT AND MODIFICATION AGREEMENT

THIS SECOND AMENDMENT AND MODIFICATION AGREEMENT (“Second Amendment”) is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”), and **HABITAT FOR HUMANITY OF METRO DENVER, INC.**, a Colorado non-profit corporation, whose address is 3245 Eliot Street, Denver, Colorado 80211 (“Borrower” or “Contractor”) (together, the “Parties”).

WITNESSETH:

WHEREAS, the Parties entered into that certain Loan Agreement dated July 12, 2011, as amended by the First Amendment and Modification Agreement dated March 2, 2012 and recorded on February 9, 2017 at Reception No. 2017017661 of the records of City and County of Denver, State of Colorado, relating to a loan of \$1,391,300.00 of Neighborhood Stabilization Program 2 (“NSP2”) funds pursuant to Title XII of Division A of the American Recovery and Reinvestment Act of 2009, Public Law No. 111-5 (enacted February 17, 2009) (the “Loan Agreement”); and

WHEREAS, Borrower executed that certain deed of trust (the “Deed of Trust”) for the benefit of the City, dated September 30, 2011, and recorded on October 10, 2011 at Reception No. 2011113707 of the records of City and County of Denver, State of Colorado, and encumbering the following described property:

Sable Ridge Development,
Filing No. 1, Lot 7
City and County of Denver, Colorado

also known and numbered as 15136 Andrews Drive, Denver, Colorado; and

WHEREAS, the Deed of Trust secures the repayment of the indebtedness evidenced by that certain Promissory Note dated September 30, 2011 (the “Note”); and

WHEREAS, the Parties wish to modify the terms and conditions of the Loan Agreement, Note, Deed of Trust, and any other documents evidencing or securing the City’s loan (together, the “Loan Documents”), to modify the repayments terms contained therein;

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. The City agrees to release the portion of the Deed of Trust encumbering the following described property:

SABLE RIDGE DEV FLG1 PT L7 COM NW COR L7
S06.3635W 385.48FT S0.1535E 18FT TPOB S0.1535E 18FT
S89.4425W 58FT N0.1535W 18FT N89.4425E 58FT TPOB
("B9/H104" RCP2016137090)

also known and numbered as 4101 North Fraser Way, Unit 4, Denver, Colorado so as long as a new deed of trust, in form satisfactory to the City (the "Decatur Deed of Trust"), is executed and recorded which encumbers the following described property (the "Decatur Property"):

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 29, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 29 BEARS N89°39'19"E, 2640.33 FEET, WITH ALL BEARINGS HEREIN RELATIVE THERETO. THENCE N89°39'19"E, A DISTANCE OF 679.06 FEET; THENCE S00°00'54"W, A DISTANCE OF 69.29 FEET TO THE TRUE POINT OF BEGINNING; THENCE N89°39'09"E, A DISTANCE OF 296.00 FEET; THENCE S00°00'54"W, A DISTANCE OF 62.50 FEET; THENCE S89°39'09"W, A DISTANCE OF 164.00 FEET; THENCE N00°00'54"E, A DISTANCE OF 54.50 FEET; THENCE S89°39'09"W, A DISTANCE OF 112.00 FEET; THENCE S00°00'54"W, A DISTANCE OF 6.00 FEET; THENCE S89°39'14"W, A DISTANCE OF 20.00 FEET; THENCE N00°00'54"E, A DISTANCE OF 14.00 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING 11,425 SQUARE FEET OR 0.262 ACRES, MORE OR LESS; TOGETHER WITH THAT CERTAIN SANITARY SEWER EASEMENT RECORDED JUNE 3, 2016 AT RECEPTION NUMBER 2016072818; ALSO TOGETHER WITH, AND SUBJECT TO, THAT CERTAIN ACCESS EASEMENT RECORDED FEBRUARY 24, 2017 AT RECEPTION NUMBER 2017026323.

also known and numbered as 2668 South Decatur Street, Building 3, Denver, Colorado.

2. Borrower shall execute a covenant in the form attached to the Loan Agreement as Exhibit B and record such covenant against the Decatur Property in accordance with the terms of the Loan Agreement.

3. The Loan Documents are amended to reflect the amended terms herein.

4. Borrower consents to the use of electronic signatures by the City. This Second 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 Second 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 Second 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.

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

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

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-GE1A008-02

Contractor Name: HABITAT FOR HUMANITY OF METRO
DENVER, INC.

By: _____

Heather Lafferty

Name: _____

HEATHER LAFFERTY

(please print)

Title: _____

CEO / EXECUTIVE DIRECTOR

(please print)

ATTEST: [if required]

By: _____

Michael Criner

Name: _____

MICHAEL CRINER

(please print)

Title: _____

CHIEF OPERATIONS OFFICER

(please print)



