

WHEN RECORDED MAIL TO:

Attention: Stephanie Swift
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 (this "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 **MONTBELLO VOLUNTEERS OF AMERICA ELDERLY HOUSING INC.**, a Colorado nonprofit corporation, whose address is 1660 Duke Street, Alexandria, Virginia 22314 ("Borrower") (together, the "Parties").

WITNESSETH:

WHEREAS, the Parties entered into that certain Loan Agreement dated October 8, 2003, relating to a loan of \$539,781.00 to Borrower pursuant to federal grant conditions with respect to rental housing assistance pursuant to the Home Investment Partnership Program (the "Loan Agreement"); and

WHEREAS, Borrower executed that certain deed of trust (the "Deed of Trust") for the benefit of the City, dated December 15, 2003, and recorded on December 17, 2003 at Reception No. 2003260912 of the records of City and County of Denver, State of Colorado, and that certain Rental and Occupancy Covenant (the "Covenant") dated December 15, 2003, and recorded on December 17, 2003 at Reception No. 2003260911 of the records of the City and County of Denver, State of Colorado, each encumbering the following described property:

A PORTION OF LOT 2, BLOCK 1 OF MONTBELLO NO. 43, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST QUARTER CORNER OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN; THENCE ON AN ANGLE TO THE RIGHT FROM THE SOUTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 24 OF 11 DEGREES 48 MINUTES 45 SECONDS, A DISTANCE OF 1896.30 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ALBROOK DRIVE, SAID POINT BEING THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG A WESTERLY BOUNDARY LINE OF MONTBELLO NO. 43 THE FOLLOWING FIVE (5) COURSES:

(1) THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 79 DEGREES 53 MINUTES 27 SECONDS, A DISTANCE OF 117.00 FEET TO A POINT OF CURVATURE;

(2) THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 642.00 FEET, A CENTRAL ANGLE OF 14 DEGREES 00 MINUTES 00 SECONDS, AN ARC DISTANCE OF 156.87 FEET TO A POINT OF TANGENCY;

(3) THENCE ALONG SAID TANGENT A DISTANCE OF 212.00 FEET TO A POINT OF CURVATURE;

(4) THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 527.50 FEET, A CENTRAL ANGLE OF 16 DEGREES 00 MINUTES 00 SECONDS, AN ARC DISTANCE OF 147.31 FEET TO A POINT OF TANGENCY;

(5) THENCE ALONG SAID TANGENT A DISTANCE OF 103.00 FEET; ,THENCE DEPARTING SAID WESTERLY BOUNDARY LINE ON A DEFLECTION ANGLE TO THE LEFT OF 109 DEGREES 52 MINUTES 21 SECONDS, A DISTANCE OF 466.05 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF CARSON STREET, THENCE NORTHERLY ALONG SAID WESTERLY LINE THE FOLLOWING TWO (2) COURSES:

(1) THENCE ON A DEFLECTION ANGLE TO THE LEFT OF 68 DEGREES 07 MINUTES 39 SECONDS, A DISTANCE OF 523.35 FEET TO A POINT OF CURVATURE;

(2) THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AN ARC DISTANCE OF 47.12 FEET TO A POINT OF TANGENCY, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ALBROOK DRIVE;

THENCE ALONG SAID TANGENT AND SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 320.39 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

also known as (for information only): Southwest corner of Albrook and Carson, Montbello, Colorado (the "Property"); and

WHEREAS, the Deed of Trust and the Covenant secure the repayment of the indebtedness evidenced by that certain Promissory Note dated December 15, 2003 (the "Note"); and

WHEREAS, the Borrower desires to convert the Property into two separate parcels (the "Parcel 1" and the "Parcel 2"); and

WHEREAS, the Parties wish to modify the terms and conditions of the Loan Agreement, Note, Deed of Trust, Covenant and any other documents evidencing or securing the City's loan (together, the "Loan Documents"), to modify the collateral 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 hereby consents to division of the Property into Parcel 1 and Parcel 2.
2. The City hereby agrees to release Parcel 2 from the Deed of Trust and the Covenant and to amend the Deed of Trust and the Covenant to encumber Parcel 1, described as the following property:

A part of Lot 2, Block 1 of Montbello No. 43 and situated in the E ½ of Section 24, T.3S., R.66W., of the 6th P.M., City and County of Denver, State of Colorado, more particularly described as follows:

Beginning at the Northwest Corner of Lot 2, Block 1, Montbello No. 43;
Thence S67°47'20"E along the northeasterly Line of Lot 2 and the Southwesterly R.O.W. Line of Albrook Drive, a distance of 320.39 feet to a point of curve;
Thence along a curve to the right having a central angle of 90°00'00", a radius of 30.00 feet, an arc length of 47.12 feet, a chord bearing of S22°47'20"E and a chord distance of 42.43 feet to a point on the Northwesterly R.O.W. Line of Carson Street;
Thence S22°12'40"W along said Northwesterly R.O.W. Line and along the Southeasterly Line of Lot 2, a distance of 310.00 feet;
Thence N67°47'20"W a distance of 190.00 feet;
Thence N16°35'18"W a distance of 256.63 feet to a point on a curve on the Southeasterly R.O.W. Line of Anaheim Court (a Private roadway) and the Northwesterly Line of Lot 2;
Thence along a curve to the left having a central angel of 02°03'11", a radius of 642.00 feet, an arc length of 23.00 feet, a chord bearing of N23°14'15"E and a chord distance of 23.00 feet;
Thence N22°12'40"E along said Southeasterly R.O.W. Line and along the Northwesterly Line of Lot 2, a distance of 117.00 feet to the Point of Beginning.

3. The Director of the City's Office of Economic Development or permitted designee, is authorized to execute documents necessary to consent to the division of the Property into Parcel 1 and Parcel 2, the release of Parcel 2 from the lien of the Deed of Trust and the Covenant, and to amend the Deed of Trust and Covenant so long as (a) such documents are in a form satisfactory to the City Attorney; (b) encumbrances prior to the City's Deed of Trust and Covenant do not exceed \$6,300,000.00 in principal amount; and (c) Borrower is not then in default of its obligations pursuant to the Loan Agreement, the Note, the Covenant, or the Deed of Trust.

4. 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.

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

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MONTBELLO VOLUNTEERS OF AMERICA ELDERLY HOUSING INC.,

Colorado nonprofit corporation
IRS No. _____

By: _____

Title: _____

“BORROWER”

a

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

Acknowledged before me this ____ day of _____, 2016, by _____ as _____ of Montbello Volunteers of America Elderly Housing Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

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-GE3A033-01

Contractor Name: MONTBELLO VOA ELDERLY HOUSING INC

By: Joseph A Budzynski

Name: JOE BUDZYNSKI
(please print)

Title: ASST SECRETARY / ASST TREASURER
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



a

MONTBELLO VOLUNTEERS OF AMERICA ELDERLY HOUSING INC.,

Colorado nonprofit corporation

IRS No. _____

By: Joseph A. Buczynski
JOE BUCZYNSKI

Title: ASST SECRETARY / ASST TREASURER

"BORROWER"

Commonwealth of Virginia

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

Acknowledged before me this 9th day of March, 2016, by Joseph A. Buczynski as Asst. Secretary / Asst. Treasurer of Montbello Volunteers of America Elderly Housing Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: Nov. 30, 2017

Larenda Trenise Love
Notary Public

