

**LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
AFFORDABLE HOUSING FUND
NOTE AND MORTGAGE MODIFICATION AGREEMENT**

This AGREEMENT, made and effective 7th day of July, 2016, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government created pursuant to KRS 67A, whose principal address is 200 East Main Street, Lexington, Kentucky 40507 (hereinafter referred to as "LFUCG") and **LEXINGTON HOME OWNERSHIP COMMISSION II, INC.**, a Kentucky non-profit corporation, whose address is 300 West New Circle Road, Lexington, Kentucky 40505 (hereinafter referred to as the "Mortgagor"), which designation shall include the respective successors and assigns, in interest of the parties hereto.

WITNESSETH:

WHEREAS, the Mortgagor has executed and delivered to LFUCG a Non-Forgivable Loan Promissory Note ("Note") dated November 23, 2015, in the principal amount of **THIRTY-FIVE THOUSAND AND 00/100 DOLLARS (\$35,000.00)**;

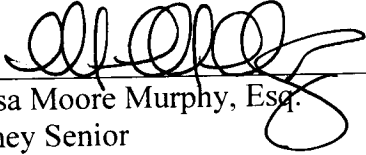
WHEREAS, the Note was secured by a Mortgage of even date therewith and recorded on May 3, 2016 in Mortgage Book 8535 Page 38, in the records of the Fayette County Clerk's Office, Lexington, Fayette County, Kentucky, said Mortgage covering real estate situated in the State of Kentucky, County of Fayette, and as more fully and completely described in said Mortgage, and the terms of payment of principal and interest as presently recited in said Note and Mortgage and covered by this instrument, as fully and to the same extent as though herein set out; and

WHEREAS, LFUCG and the Mortgagor mutually desire to amend said Mortgage and Note to extend the term of repayment and Maturity Date;

NOW THEREFORE, in consideration of the mutual promises and agreements exchanged, the parties agree to amend said Mortgage and Note as follows:

1. The Maturity Date of the Note and the Mortgage are hereby extended through and including July 1, 2036.
2. Beginning on July 1, 2016, and continuing until the Note is paid in full, the outstanding principal balance shall be paid, under the terms set forth in the Note.
3. All other terms and conditions of the Note and the Mortgage, except as modified herein, shall remain in full force and effect.

THIS INSTRUMENT WAS PREPARED BY:

A handwritten signature in black ink, appearing to read 'Melissa Moore Murphy', written over a horizontal line.

Melissa Moore Murphy, Esq.
Attorney Senior
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
(859) 258-3500

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
AFFORDABLE HOUSING FUND
FIRST AMENDMENT TO REHABILITATION LOAN AGREEMENT**

THIS FIRST AMENDMENT TO THE REHABILITATION LOAN AGREEMENT ("Amendment") is made and entered into this 7th day of July 2016 by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government created pursuant to KRS Chapter 67A, whose principal address is 200 East Main Street, Lexington, Kentucky 40507 ("LFUCG") through its **OFFICE OF AFFORDABLE HOUSING**, and **LEXINGTON HOME OWNERSHIP COMMISSION, II**, a Kentucky non-profit corporation, whose principal address is 300 West New Circle, Lexington, Kentucky 40505 ("Borrower").

WITNESSETH:

WHEREAS, LFUCG and the Borrower entered in that certain Rehabilitation Loan Agreement ("Agreement") dated November 23, 2015, whereby LFUCG and Borrower agreed to Affordable Housing Loan Program terms to fund a rehabilitation project located at 325 Wilgus Street; and

WHEREAS, in accordance with Section 7.8 of the Agreement, LFUCG and Borrower desire to memorialize a modification to the Agreement; and

NOW, THEREFORE, the parties do hereby agree as follows:

1. Section 1.1 of the Agreement shall be amended to provide for all unpaid principal and accrued interest to be due on July 1, 2036 ("Maturity Date").

2. In the event of a conflict between the terms of this Amendment and the terms of the Agreement, this Amendment shall control. All other terms of the Agreement shall remain unchanged and remain in full force and effect.

IN WITNESS WHEREOF, this Agreement is executed as of the date and year first above written.

Lexington-Fayette Urban County Government

By: _____


Jim Gray, Mayor

ATTEST:


Clerk, Urban County Council

Lexington Home Ownership Commission II, Inc.

By: Austin J. Simms
Title: President

COMMONWEALTH OF KENTUCKY)
COUNTY OF Fayette)

Subscribed, sworn to and acknowledged before me this 30th day of June, 2016, by Austin J. Simms, as President of Lexington Home Ownership Commission II, Inc., a Kentucky non-profit corporation, for and on behalf of said Lexington Home Ownership Commission II, Inc.

My commission expires: 1-8-17

Andrew Wilson
Notary Public