

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
MORTGAGE MODIFICATION AGREEMENT**

This Agreement, made and entered into this 1st day of June 2019 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 **WESTMINSTER KENTUCKY, LLC**, a Kentucky limited liability company, whose principal address is c/o Allied Affordable Housing, LLC, 409 Santa Monica Blvd., Suite E, Santa Monica, California 90401 (hereinafter referred to as "Mortgagor").

WITNESSETH

Mortgagor hereby recites and agrees as follows, which recitations and agreements constitute a part of this Mortgage Modification:

WHEREAS, on March 5, 2019, the parties entered into a Mortgage (hereinafter referred to as the "Original Mortgage"), securing a Mortgage Loan and Deferred Loan;

WHEREAS, the Original Mortgage was recorded on March 20, 2019 in Mortgage Book 9280 Page 173, in the records of the Fayette County Clerk's Office, Lexington, Fayette County, Kentucky, said Original Mortgage covering a certain real estate located in Fayette County, Kentucky (more particularly described in Exhibit A); *Maturity date: March 5, 2024*

original secured amt: \$1,298,479.00
WHEREAS, LFUCG and the Mortgagor mutually desire to amend said Original Mortgage;

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

1. Page 2, Paragraph 2 of the Mortgage shall be replaced with the following:


Subordination. The obligations under this HOME Agreement made to the Owner shall at all times be subordinate in all respects to the obligations under the following loans: (i) a loan from PNC Bank, National Association insured by HUD, in the maximum principal amount of \$7,061,000 (the "PNC Loan"); (ii) a loan from the Secretary of Housing and Urban Development, in the maximum principal amount of \$2,074,481.77 ("HUD Flexible Subsidy Loan"), which was assumed by the Owner as reflected in the Amended and Restated Flexible Subsidy Note ("HUD Flexible Subsidy Note"); and (iii) a loan from the Lexington-Fayette Urban County Government, through its Office of Affordable Housing, as reflected in the Lexington-Fayette Urban County Government Affordable Housing Fund Loan Agreement, in the maximum principal amount of \$400,000 ("LAHTF Loan"), as evidenced by the Lexington-Fayette Urban County Government Affordable Housing Fund Promissory Note in the amount of \$200,000 ("LAHTF Promissory Note") and the Lexington-

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

By: 
LINDA GORTON, MAYOR

ATTEST: 
Clerk, Urban County Council

THIS INSTRUMENT PREPARED BY:


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

**EXHIBIT A
LEGAL DESCRIPTION**

ALL THAT TRACT OR PARCEL OF LAND SITUATED ON THE SOUTH SIDE OF THE VERSAILLES PIKE, IN LEXINGTON, FAYETTE COUNTY, KENTUCKY, AND MORE FULLY DESCRIBED AND BOUNDED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT IN THE SOUTH RIGHT OF WAY LINE OF THE VERSAILLES PIKE, SAID POINT BEING A CORNER TO GLENN HADDOX; THENCE WITH SAID SOUTH RIGHT OF WAY LINE OF THE VERSAILLES PIKE, S 82 DEGREES 37 MINUTES W 115.43 FEET TO A CORNER WITH ERHART; THENCE WITH ERHART FOR TWO CALLS, S 03 DEGREES 42 MINUTES W 287.01 FEET AND S 89 DEGREES 38 MINUTES W 149.6 FEET TO THE POINT IN THE LINE OF ALENDER; THENCE WITH ALENDER FOR TWO CALLS, S 00 DEGREES 10 MINUTES E 136.5 FEET AND S 83 DEGREES 43 MINUTES W 46.7 FEET TO A POINT IN THE LINE OF JEFFERS; THENCE WITH JEFFERS S 04 DEGREES 33 MINUTES E 590.68 FEET TO A POINT; THENCE LEAVING THE LINE OF JEFFERS S 88 DEGREES 30 MINUTES E 360.48 FEET TO A POINT IN THE LINE OF ADDIE STACKHOUSE; THENCE WITH STACKHOUSE AND CONTINUING WITH THE FAYETTE COUNTY (DETENTION HOME) N 07 DEGREES 36 MINUTES E 674 FEET TO A POINT; THENCE AGAIN WITH THE FAYETTE COUNTY (DETENTION HOME) FOR TWO CALLS, N 84 DEGREES 10 MINUTE E 14 FEET AND N 07 DEGREES 14 MINUTES W 14 FEET TO A POINT IN THE LINE OF GLENN HADDOX; THENCE WITH HADDOX FOR TWO CALLS, S 82 DEGREES 37 MINUTES W 138 FEET AND N 06 DEGREES 42 MINUTES W 379 FEET TO THE BEGINNING AND CONTAINING 8.00 ACRES, AS SHOWN BY PLAT DATED JULY 22, 1969 PREPARED BY CECIL C. HARP ENGINEERS AND APPROVED BY THE LEXINGTON-FAYETTE COUNTY PLANNING COMMISSION, WHICH PLAT IS ATTACHED TO A CERTAIN MORTGAGE DATED AUGUST 20, 1969 AND IS OF RECORD IN THE FAYETTE COUNTY COURT CLERK'S OFFICE IN MORTGAGE BOOK 852, PAGE 215; TOGETHER WITH APPURTENANT EASEMENTS FOR A SANITARY SEWER AS SHOWN ON SAID BUILDING SITE RECORD PLAT AND AS GRANTED BY DEED OF EASEMENT DATED AUGUST 21, 1969 OF RECORD IN DEED BOOK 970, PAGE 143 IN THE AFORESAID OFFICE.

BEING THE SAME PROPERTY CONVEYED TO WESTMINSTER KENTUCKY, LLC, A KENTUCKY LIMITED LIABILITY COMPANY, BY SPECIAL WARRANTY DEED DATED MARCH 1, 2019, OF RECORD IN DEED BOOK 3654, PAGE 616 IN THE OFFICE OF THE CLERK OF FAYETTE COUNTY, KENTUCKY.

TAX DATA:
PARCEL ID NO. 04016950
ASSESSMENT \$2,683,500.00 EXEMPT

I, Donald W Blevins Jr, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.



By: SHEA BROWN ,dc

201906190303

June 19, 2019

15:18:47 PM

Fees	\$23.00	Tax	\$.00
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Total Paid	\$23.00
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6 Pages

269 - 274