

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

This AGREEMENT (“Second Modification”), made and effective <sup>30<sup>th</sup></sup> day of January 2018, 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 **EMERGE DEVELOPMENT, LLC**, a Kentucky limited liability company, whose address is 941 National Avenue, Suite 120, Lexington, Kentucky 40502 (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 Forgivable Loan Promissory Note (“Note”) dated November 19, 2015;

**WHEREAS**, the Note was secured by a Forgivable Loan Mortgage of even date therewith and recorded on November 25, 2015 in Mortgage Book 8431 Page 456, 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**, the Mortgagor has executed and delivered to LFUCG a Note and Mortgage Modification Agreement (“First Modification”) dated April 28, 2017, with the First Modification being recorded on May 3, 2017 in Mortgage Book 8827 Page 652, 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 First Modification, and the terms of payment of principal and interest as presently recited in said First Modification and covered by this instrument, as fully and to the same extent as though herein set out;;

**WHEREAS**, LFUCG and the Mortgagor mutually desire to amend said terms of the First Modification;

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



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

## **EXHIBIT "A"**

A certain tract or parcel lying in Lexington, Fayette County, Kentucky on the North corner of Fifth and Smith Streets, fronting on Fifth Street thirty (30) feet and extending back in a Northerly direction One Hundred Seven (107) feet on Smith Street; said property being designated as 531-533 West Fifth Street and 509 Smith Street (erroneously referred to as 531-535 West Fifth Street and 509 Smith Street); and

Being the same property conveyed to Emerge Development, LLC, A Kentucky Limited Liability Company from Warren D. McIntyre Revocable Trust and Donna D. McIntyre Revocable Trust by deed dated April 24, 2015, of record in Deed Book 3311, Page 359, in the Fayette County Clerk's Office.