#### THIS INSTRUMENT PREPARED BY:

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Brittany Griffin Smith, Esq. Lexington-Fayette Urban County Government 200 East Main Street Lexington, Kentucky 40507 (859) 258-3500

#### **RETURN TO:**

Lexington-Fayette Urban County Government Division of Grants and Special Programs 200 East Main Street, 6<sup>th</sup> Floor Lexington, Kentucky 40507

# LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT DIVISION OF GRANTS AND SPECIAL PROGRAMS FIRST AMENDMENT TO SUBORDINATE MORTGAGE

THIS FIRST AMENDMENT TO SUBORDINATE MORTGAGE ("Amended Mortgage"), is made and entered into this \_\_ day of \_, 2025, 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 (herein "LFUCG"), and PRESBYTERIAN HOUSING CORPORATION, a Kentucky nonprofit Corporation, whose mailing address is 1510 Versailles Road, Lexington, KY 40504 (herein "Mortgagor").

## WITNESSETH:

WHEREAS, Mortgagor is indebted to LFUCG for monies loaned or to be loaned to Mortgagor under the terms of an Grants and Special Programs Agreement, entered into on February, 20, 2019, and a First Amendment to the Agreement, of even date herewith (together, the "Loan Agreement"); a Mortgage Note executed on February 19, 2019, and First Amended and Restated Mortgage Note, of even date herewith, (collectively, the "Note(s)"); and a Mortgage dated February 19, 2019, and an Amended Mortgage of even date herewith, (collectively "Mortgage"); between Mortgagor and LFUCG providing for a Grants and Special Programs loan in the total amount of FIVE HUNDRED FORTY- TWO THOUSAND AND 00/000 DOLLARS (\$542,000.00) ("Mortgage Loan"), which is recorded in the Office of the Fayette County Clerk, in Mortgage Book \_\_\_9263\_\_\_\_\_\_, Page \_\_227\_, with a Maturity Date of February 28, 2034 (collectively, Loan Documents);

WHEREAS, the balance of the N	Mortgage Loan	equals FIVE	HUND	RED FORT	'Y-TWO
THOUSAND AND 00/000 DOLLARS (	(\$ 542,000.00),	and the par	ties now	agree to an	mend the
Mortgage recorded in Mortgage Book	9263	, Page	227	, to ex	tend the
Maturity Date applicable to this Mortgage	e Loan;				

NOW, THEREFORE, MORTGAGOR AND MORTGAGEE, in consideration of the foregoing, hereby agree that the entire principal amount advanced and all interest thereon, if not sooner paid, will from henceforth be due and payable by Mortgagor on June 30, 2037 ("Maturity Date"), in the manner described in the Notes.

**IN TESTIMONY WHEREOF**, LFUCG and the Mortgagor have caused this instrument to be executed by LFUCG and the Mortgagor's duly authorized officers this day and date first hereinabove appearing.

# THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK SIGNATURE PAGES TO FOLLOW

# SIGNATURE PAGE – LFUCG

# LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

	Rv·
	By: Linda Gorton, Mayor
COMMONWEALTH OF KENTUC	
COUNTY OF FAYETTE	) SCT )
The foregoing instrument wa	s subscribed, sworn to, and acknowledged before me this the
day of	, 20, by Linda Gorton, as Mayor of the Lexington-
Fayette Urban County Government.	
	Notary Public, State At Large, Kentucky
	My Commission Expires:
	Commission Number

# SIGNATURE PAGE – MORTGAGOR

	PRESBYTERIAN HOUSING CORPORATION, a Kentucky nonprofit corporation
	By: R. Strand Kramer J.
	Its: President
	By:R. Strand Kramer Jr.
COMMONWEALTH OF KEN	ΓUCKY ) ) SCT
COUNTY OF FAYETTE	)
The foregoing instrumen	nt was subscribed, sworn to, and acknowledged before me this the
day of	, 20, by Name, as Title of <b>PRESBYTERIAN</b>
HOUSING CORPORATION	, a Kentucky nonprofit corporation.
	Notary Public, State At Large, Kentucky
	My Commission Expires:
	Commission Number:

### EXHIBIT A

# **Property Address**

Lot I, Block "J", Unit 3-A, Southeastern Hills:

BEGINNING at the intersection of the north right of way of Centre Parkway and the east right of way of Appian Way; thence along the right of way of Appian Way N 57 degrees 56' E 26. 831; thence along a curve to the left in said right of way with a 466' radius 196. 20' to a corner to the City of Lexington; thence with the City of Lexington S 58 degrees 29' E 255.51'; thence S 31 degrees 31' W 202.22' to the right of way of Centre Parkway; thence along said right of way N 60 degrees 29' W 314. 84' to the point of beginning, containing 1.311 acres. The above described lot is the same as shown on an amended plat in Book 18, Page 15 in the Fayette County Court Clerk's Office.

4913-2253-7581, v. 1