

Colorado Housing and Finance Authority
www.chfainfo.com

**All CHFA Programs
Modification of Promissory Note and Deed of Trust**

This Modification of Promissory Note and Deed of Trust ("Modification") is by and between _____

["Borrower(s)"] and "Lender" as defined below:

Instructions: To modify a First Deed of Trust and/or Note, insert originating lender name below as the "Lender". To modify a CHFA Second Deed of Trust and/or Note, insert Colorado Housing and Finance Authority as the "Lender".

"Lender"

WHEREAS, Borrower(s) made, executed and delivered to Lender a Promissory Note dated _____ (the "Note"); and

WHEREAS, the Note is secured by a Deed of Trust (the "Deed of Trust") which was recorded on _____, in Book _____ at Page _____, Reception No. _____ ("Deed of Trust"), of the records of the Clerk and Recorder of the County or City and County of _____ ; and

WHEREAS, all documents securing the Note or executed in connection with the Note, including but not limited to the Deed of Trust, are collectively referred to as the "Loan Documents"; and

WHEREAS, it is mutually desirable, beneficial and agreeable to the parties hereto that the terms of the Note and Deed of Trust be modified as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual benefits inuring to each other, it is understood and agreed, by and between the parties hereto, that the terms and conditions of the Note and Deed of Trust are hereby modified as follows:

It is further understood and agreed that all references in the Loan Documents to the Note and Deed of Trust are hereby modified to reflect the terms of the Note and Deed of Trust as modified by this Modification. It is further understood and agreed that all terms, conditions, and covenants of the Note, Deed of Trust, and other Loan Documents, not otherwise modified hereby, are hereby ratified and confirmed, and this Modification, when executed by the parties hereto, shall become a part of the Note and Loan Documents, and shall have the same force and effect as if the terms and conditions thereof were originally incorporated in the Note, Deed of Trust, and other Loan Documents, prior to the execution thereof.

Executed and agreed to by the parties.

_____(Borrower) Date: _____

_____(Co-Borrower) Date: _____

Individual Acknowledgement

STATE OF _____)
)ss.
_____ County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 20____ by
_____ and _____
Borrower Co-Borrower

My commission expires: _____

Witness my hand and official seal.

Notary Public

Instructions: If modifying a First Deed of Trust and/or Note, continue filling out the form using the originating lender name below as the "Lender", then notarize and record. If modifying a CHFA Second Deed of Trust and/or Note do not continue. CHFA will complete and record.

_____ Date: _____
"Lender"

By: _____

Corporate Acknowledgement

STATE OF _____)
)ss.
_____ County of SSSSS _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 20____ by
_____ as _____ of
_____.

My commission expires: _____

Witness my hand and official seal.

Notary Public

After recording, please return documents to:
Colorado Housing and Finance Authority
ATTN: Post Closing
1981 Blake Street
Denver, CO 80202