

THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE

URA RESOLUTION NO. 204

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE AUTHORIZING AMENDMENT 1 TO PROMISSORY NOTE BETWEEN CREEKSIDE WOODS LIMITED PARTNERSHIP ("MAKER") AND CITY OF WILSONVILLE URBAN RENEWAL AGENCY ("HOLDER/LENDER")

WHEREAS, Creekside Woods Limited Partnership ("Maker") executed and delivered to the City of Wilsonville Urban Renewal Agency ("Holder/Lender") that certain Promissory Note dated December 8, 2009, in the original principal amount of \$1,376,489.00, evidencing a loan in such amount made by Holder/Lender to Maker for the purpose of development and construction of 84-units of senior housing, and

WHEREAS, the Promissory Note is secured by a Leasehold Deed of Trust dated December 8, 2009 and recorded in Clackamas County Official Records as No. 2009-084838, for the benefit of Holder/Lender, as beneficiary, encumbering the leasehold estate and real property as described in the Leasehold Deed of Trust;

WHEREAS, Maker has completed development and construction of the housing project and received a Certificate of Occupancy, and now desires to amend the referenced balances in the Promissory Note of (1) the principal amount of \$307,224.50 to \$273,974.50 and (2) the principal amount of \$1,376,489.00 to \$1,343,239.00, since it no longer needs to draw down the balance of \$33,250.00 of its deferred loan;

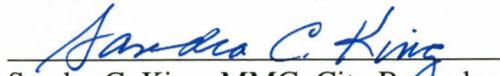
NOW, THEREFORE, THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. The Board of the City of Wilsonville Urban Renewal Agency authorizes acting Executive Director Jeanna Troha to execute on behalf of the Agency Amendment 1 to the Promissory Note executed by Creekside Woods Limited Partnership and delivered to the City of Wilsonville Urban Renewal Agency, a copy of which is attached hereto as Exhibit A and incorporated by reference as if fully set forth herein.
2. This resolution is effective upon adoption.

ADOPTED by the Wilsonville Urban Renewal Agency at a regular meeting thereof this 3rd day of January, 2011, and filed with the Wilsonville City Recorder this date.


Tim Knapp, Board Chair

ATTEST:


Sandra C. King, MMC, City Recorder

SUMMARY OF VOTES:

Board Chair Knapp	Yes
Board Member Núñez	Yes
Board Member Hurst	Yes
Board Member Goddard	Yes
Board Member Starr	Yes

Attachments:

Exhibit A – Amendment 1 to Promissory Note

**AMENDMENT 1
TO PROMISSORY NOTE**

THIS AMENDMENT 1 TO PROMISSORY NOTE ("Amendment 1") is entered into effective the 3rd day of January, 2011, by Creekside Woods Limited Partnership, an Oregon limited partnership (hereinafter "Maker") and the City of Wilsonville Urban Renewal Agency (hereinafter "Holder/Lender").

RECITALS

WHEREAS, Maker executed and delivered to Holder/Lender that certain Promissory Note (the "Original Note") payable to the order of Holder/Lender in the original principal amount of the sum of One Million Three Hundred Seventy-Six Thousand Four Hundred Eighty-Nine and 00/100 Dollars (\$1,376,489.00), dated as of December 8, 2009, which Original Note evidences a loan in such amount made by Holder/Lender to Maker; and

WHEREAS, the Original Note is secured by that certain Leasehold Deed of Trust, dated December 8, 2009 and recorded in Clackamas County Official Records No. 2009-084838 ("Leasehold Deed of Trust"), from Maker, as Grantor, to the trustee named in the Leasehold Deed of Trust for the benefit of Holder/Lender, as beneficiary, encumbering the leasehold estate and real property as described in the Leasehold Deed of Trust;

WHEREAS, Maker and Holder/Lender desire to amend: (1) the referenced balance of the principal amount of Three Hundred Seven Thousand Two Hundred Twenty-Four and 50/100 Dollars (\$307,224.50) to Two Hundred Seventy-Three Thousand Nine Hundred Seventy-Four and 50/100 Dollars (\$273,974.50); and (2) the principal amount of One Million Three Hundred Seventy-Six Thousand Four Hundred Eighty-Nine and 00/100 Dollars (\$1,376,489.00) to One Million Three Hundred Forty-Three Thousand Two Hundred Thirty-Nine and 00/100 Dollars (\$1,343,239.00) under the Original Note; and

WHEREAS, Maker and Holder/Lender desire to correct a typographical error in the Original Note which erroneously described the Maker as a limited liability company.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, Maker and Holder/Lender agree as follows:

1. All references in the Original Note to the principal amount either as \$1,376,489 (U.S.) or the sum of One Million Three Hundred Seventy-Six Thousand Four Hundred Eighty-Nine and 00/100 Dollars (\$1,376,489.00) in lawful money of the United States shall be amended, respectively, to \$1,343,239 (U.S.) and One Million Three Hundred Forty-Three Thousand Two Hundred Thirty-Nine and 00/100 Dollars (\$1,343,239.00) in lawful money of the United States.

2. The Original Note, Section 2, Payment, paragraph b shall be deleted and the following amendment is inserted in lieu thereof:

"b. The balance of this Note in the principal amount of Two Hundred Seventy-Three Thousand Nine Hundred Seventy-Four and 50/100 Dollars (\$273,974.50) shall be due and payable on the Maturity Date."

3. The name of the Maker in the signature block of the Original Note shall be amended to read as follows:
"CREEK SIDE WOODS LIMITED PARTNERSHIP,
an Oregon limited partnership".
4. Except as otherwise provided in this Amendment 1 above, all of the terms, covenants and conditions of the Original Note shall remain in full force and effect.
5. All references to the term "Note" in the Promissory Note and the Leasehold Deed of Trust shall be deemed to refer to the Original Note, as modified by this Amendment.
6. The terms, agreements, covenants and conditions contained in this Amendment 1 shall bind and inure to the benefit of the parties hereto and their successors and assigns.
7. This Amendment shall be governed by and construed in accordance with the laws of the State of Oregon.
8. This Amendment 1 may not be amended orally and shall only be amended in writing, signed by all parties.
9. This Amendment 1 may be executed by the Parties in separate counterparts, which counterparts when combined are hereby deemed to constitute a single document, and the Parties may execute this Amendment 1 by facsimile and such facsimile(s) will have the same effect as an originally executed document.

O.R.S. 41.580 Disclosure. UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY LENDER CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE MAKER'S RESIDENCE, MUST BE IN WRITING, EXPRESS CONSIDERATION, AND BE SIGNED BY LENDER TO BE ENFORCEABLE.

Delivery of this Amendment 1 is as of the day and year recited above.

HOLDER/LENDER:

**CITY OF WILSONVILLE URBAN
RENEWAL AGENCY**

By: _____
Jeanna Troha, Acting Executive Director

MAKER:

CREEKSIDE WOODS LIMITED PARTNERSHIP,
an Oregon limited partnership

By: Creekside GP LLC, an Oregon limited liability company,
Its General Partner

By: Northwest Housing Alternatives, Inc.,
an Oregon nonprofit public benefit corporation,
Its Manager

By: _____
Martha McLennan, Executive Director