MINNESOTA HOUSING FINANCE AGENCY
LOAN MODIFICATION
AND
EXTENSION AGREEMENT

THIS AGREEMENT is by and between _____

_____

(hereinafter referred to as "Borrower"), and the Minnesota Housing Finance Agency, a public body corporate and politic of the State of Minnesota (hereinafter referred to as the "Lender"), and shall have an effective date as of the date it is fully executed by all of the parties hereto.

WITNESSETH:

WHEREAS, Borrower previously executed a promissory note in an original principal amount of

_____

_____ ($_____) and dated _____, a copy of which is attached hereto as Exhibit A. (hereinafter referred to as the "Promissory Note"); and

WHEREAS, in accordance with the provisions of Chapter 462A of the Minnesota Statutes, the Promissory Note has been purchased by and assigned to the Lender, and the Lender is the current owner thereof; and

WHEREAS, Borrower has encountered financial difficulties which make it impossible for Borrower to comply with the terms and conditions of the Promissory Note; and

WHEREAS, the Promissory Note is currently in areas; and

WHEREAS, Borrower and Lender wish to modify the Promissory Note in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the foregoing premises and the terms and conditions, provisions and covenants contained herein, Borrower and Lender do hereby agree as follows:

1. The Promissory Note shall be modified and extended as specified herein below.

2. All payments due under the Promissory Note shall be temporarily suspended until the date on which the first payment due under Section 5 herein below becomes due and payable.

3. Concurrently with, and in addition to, the first payment due under Section 5 herein below, Current Borrower shall deliver to Lender a payment in the amount of _____ ($_____) which shall be applied against the amounts due and owing on the Promissory Note in the following order: (i) first against interest on any advances made there under, (ii) second against any such advances, (iii) third against any interest on principal due there under, and (iv) last against the outstanding principal balance thereof.

4. Under the terms and conditions of the Promissory Note, and assuming that Lender does not make any additional advances there under, the amount due and owing by Borrower to Lender immediately prior to the date of the first payment due under Section 5 herein below will be the sum of _____ _____ ($_____) for principal, plus _____ ($_____) for interest thereon, plus _____ ($_____) for advances made by Lender there under, plus _____ ($_____) for interest on such advances, minus the payment described in Section 3 hereinabove, which aggregates to a total amount due of _____ ($_____).

5. The Promissory Note is hereby amended, modified and extended related to the payment of indebtedness evidenced thereby so that the total amount due specified in Section 4 hereinabove shall be paid, with interest on the unpaid balance thereof and any additional advances made there under at the same rate per annum as is specified in the Promissory Note, in _____ monthly installments consisting of _____ equal installments of _____ ($_____), with the first of such payments due on the _____ day of _____, 20_____, and successive payments due on the same day of each succeeding month as the day of the month the first payment was due, and the last payment in an amount equal to the total outstanding

balance still due and owing to Lender under the Promissory Note shall be due on the _____ day of _____, 20_____, which is the modified and extended maturity date for the Promissory Note.

6. Borrower agrees to make the payment specified in Section 5 hereinabove, and understands and agrees that:

   a. Borrower does not have any defenses, set-offs or counterclaims to the amount due and owing to Lender under the Promissory Note as modified herein;

   b. All the rights, remedies, stipulations and conditions contained in the Promissory Note, and any and all mortgages securing repayment thereof, shall also apply to any default in or failure to pay the modified payments required hereunder;

   c. All costs and expenses incurred by Lender in connection with this Agreement shall be paid in cash monies by Borrower, and shall not be added to amounts to be paid under the Promissory Note as amended and modified herein; and

   d. Borrower shall make and execute any and all other documents as may be necessary or required to effectuate the terms and conditions of this Agreement.

7. Save and except for the modifications contained herein, the terms, conditions and provisions of the Promissory Note, and any and all mortgages securing repayment thereof, shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date set forth below.

_____	_____
Borrower Signature	Borrower Signature
_____	_____
Type Borrower Name	Type Borrower name
_____	_____
Date	Date

State of Minnesota

County of _____ } **ss.**

On this _____ day of _____, 20____, before me, a Notary Public within and for said County, personally appeared _____ _____ to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that ___ he ___ executed the same as _____ free act and deed.

_____
NOTARY PUBLIC

Date:_____

Lender
Minnesota Housing Finance Agency

By: _____

Its: _____

State of Minnesota

County of _____ } **ss.**

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ _____, of the Minnesota Housing Finance Agency, a public body corporate and politic of the State of Minnesota, on behalf of the Agency.

_____
NOTARY PUBLIC