

**CITY CLERK  
ORIGINAL**

**C-8822  
02/21/2014**

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**CITY OF GLENDALE, ARIZONA**

**MODIFICATION TO  
PROMISSORY NOTE  
AND DEED OF TRUST**  
(Agreement C-8822)

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**(PLEASE DO NOT REMOVE ~ THIS IS PART OF THE OFFICIAL DOCUMENT)**

**RECORDING REQUESTED BY  
Lawyers Title Insurance Corporation  
AND WHEN RECORDED MAIL TO:**

**CITY OF GLENDALE  
COMMUNITY REVITALIZATION  
5850 W. GLENDALE AVENUE  
SUITE #107  
GLENDALE, AZ 85301**

**ESCROW NO.: 01800960**

SPACE ABOVE THIS LINE FOR RECORDER'S  
USE

**Modification to Promissory Note and Deed of Trust**

*Notice: Undersigned Borrower/Trustor is participating in federal programs pursuant to 42 U.S.C. § 5301 et seq. and/or in the Home Investment Partnership Act under 42 U.S. C. § 12701 et seq. In accordance with applicable federal law, the City of Glendale acts as the "pass-through agency" for the distribution of these federal funds. This Modification to Promissory Note and/or Deed of Trust is structured to be compliant with the above-referenced federal laws, regulations, and guidelines.*

THIS AGREEMENT, made this 21st day of February 2014 by and between **City of Glendale**, as Lender/Beneficiary and **Marilyn M. Birk**, as Borrowers/Trustors, under that certain Promissory Note and Deed of Trust in the original principal sum of **Thirty Four Thousand Two Hundred Dollars (\$34,200.00)** dated **January 8, 2014**. The Deed of Trust securing the Promissory Note was recorded in the Office of the County Recorder of Maricopa County, State of Arizona on **January 13, 2014** at Instrument No. **20140023270**, covering the following described real property:

**LOT (7449), MARYVALE TERRACE NO. 20A, ACCORDING TO THE PLAT OF RECORD IN THE BOOK 79 OF MAPS, PAGE 19, RECORDS OF MARICOPA COUNTY, ARIZONA**

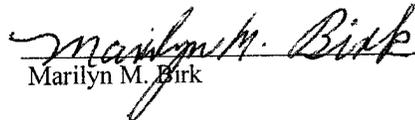
The total unpaid principal amount of the Promissory Note as of the date hereof is **Thirty Four Thousand Two Hundred Dollars (\$34,200.00)**.

Lender/Beneficiary and Borrower/Trustor desire to modify the terms of the Promissory Note and Deed of Trust as follows: increase the principal sum to **Forty Two Thousand Five Hundred Dollars (\$42,500.00)**.

IT IS UNDERSTOOD AND AGREED that all other terms and conditions of the Promissory Note and/or Deed of Trust, including modifications prior to the date hereof, if any, shall remain in full force and effect without change.

This document shall be attached to the original Promissory Note referred to above and by this reference made a part thereof. To the extent this document modifies the Deed of Trust, it will also be recorded with the above referenced County Recorder. Time is of the essence of this modification of the Promissory Note and/or Deed of Trust.

BORROWER/  
TRUSTOR:

  
Marilyn M. Birk

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LENDER/  
BENEFICIARY:

CITY OF GLENDALE

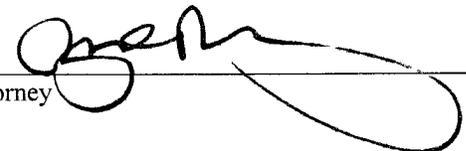
By   
Brenda S. Fischer  
City Manager

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ATTEST:

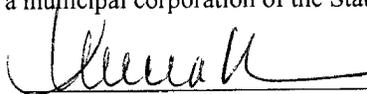
  
City Clerk (SEAL)

APPROVED AS TO FORM:

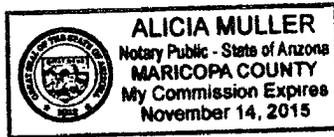
  
City Attorney

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me this 3 day of March, 2014, by Brenda S. Fischer, City Manager of the CITY OF GLENDALE, a municipal corporation of the State of Arizona



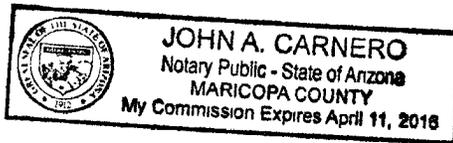
Notary Public



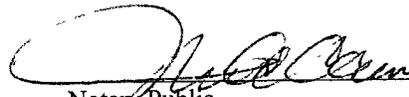
My Commission Expires:

November 14, 2015

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )



The foregoing instrument was acknowledged before me this 20th day of February, 2014 by Marilyn M. Birk



Notary Public

My Commission Expires:

4/11/2016