BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 13-12-03-10

IN THE MATTER OF AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A CONSENT TO LIEN DOCUMENT FOR COUNTY PROPERTY LEASED BY THE ST. VINCENT DE PAUL SOCIETY OF LANE COUNTY FOR AFFORDABLE HOUSING PURPOSES

WHEREAS Lane County, pursuant to Order 13-03-19-09, entered into twenty year lease agreement with the St. Vincent De Paul Society of Lane County for the use of County property for affordable housing purposes with the property identified as Map No. 17-03-31-31-13100 and

WHEREAS the St. Vincent De Paul Society of Lane County wishes to secure a loan from the City of Eugene to rehabilitate the house on the leased property and

WHEREAS the City of Eugene will need to record a lien on the house to secure the loan which requires the County's consent

NOW, THEREFORE, the Board of County Commissioners of Lane County **ORDERS** as follows:

1. The County Administrator is authorized to execute a Consent to Lien document substantially similar to attached Exhibit "A".

ADOPTED THIS 3rd day of Dec, 2013

Sid Leiken, Chair
Lane County Board of Commissioners

APPROVED AS TO FORM
Date 11-20-13
LANE COUNTY OFFICE OF LEGAL COUNSEL

Exhibit "A"

CONSENT TO LIEN
Rental Rehabilitation Loan

Date: October 25, 2013

Grantor: Lane County

TO: City of Eugene

Loam Recipient St. Vincent De Paul Society of Lane County Inc.

Property: 1320 Jefferson St. Eugene, OR 97402

Lot 6 Block 2, Walnut Park, as platted and recorded in Book 3, Page 16, Lane County Oregon Plat Records, Lane County, Oregon

Loan Amount: $ 70,000.00

UNDERSIGNED GRANTOR, as owner and lessor of the above referenced property has leased the Property to Loan Recipient for use as low-income rental housing. IN CONSIDERATION of a loan made by the City of Eugene to St. Vincent De Paul Society of Lane County Inc., as Loan Recipient to repair the Property under the Rental Rehabilitation Program and of the repairs to the Property with the proceeds of such said loan, the UNDERSIGNED GRANTOR hereby consents to the recording of a Trust Deed and Assignment of Rents for Security Purposes against the improvements upon the property only to secure the Loan according to the terms and conditions of that Trust Deed and Assignment of Rents.

If the loan recipient fails to keep the payments current on the terms of the lease, the UNDERSIGNED GRANTOR hereby agrees to give prompt written notice of any non-payment or pending default to:

City of Eugene
Development Division/Rehabilitation Loan Program
99 W. 10th
Eugene, OR 97401

prior to the beginning of any suit or action for foreclosure of the Loan Recipient's interest in said property. It is specifically understood that the UNDERSIGNED GRANTOR is not a party to any of the City's Loan Agreements with Loan Recipient. This consent is for the purpose of securing the City's Loan to Loan recipient against the Loan recipient's lessee's interest in the property

In Witness Whereof, the grantor has executed this instrument the day and year first written above.

Grantor
Lane County

By: _____
Name & Title: _____
_____

STATE OF OREGON)
) ss.
County of Lane)

BE IT REMEMBERED, that on this _____ day of _____, 2013,
_____ personally appeared before me, a Notary Public in and for said County and State, and acknowledged to me that he executed the foregoing instrument freely and voluntarily.

_____
Notary Public for Oregon
My commission expires: _____