

RESOLUTION NO. RA 81-068

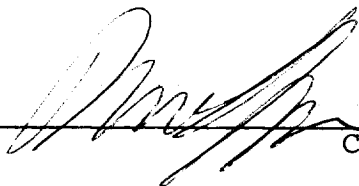
ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO
ON DATE OF

September 1, 1981

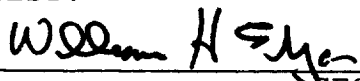
AUTHORIZING EXECUTION OF
ASSUMPTION AND AMENDMENT AGREEMENT
OLD SACRAMENTO PARCEL NO. 32

BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF THE
CITY OF SACRAMENTO:

Section 1. The Interim Executive Director is authorized to execute that certain Assumption and Amendment Agreement with Vernon-Brannan Investment Group, substantially in form attached hereto, relating to the Vernon-Brannan Building, Old Sacramento Parcel No. 32.


CHAIRMAN

ATTEST:


SECRETARY

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(5)

ASSUMPTION AND AMENDMENT AGREEMENT

THIS AGREEMENT, made this _____ day of August, 1981, by and between VERNON-BRANNAN INVESTMENT GROUP, a California limited partnership (hereinafter "Vernon-Brannan"), and the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO, a public body, corporate and politic (hereinafter "Agency"), relating to that certain "Straight Note" (hereinafter "Note") executed on or about March 2, 1979 by North Counties Investment Partners, a California partnership, in favor of the Redevelopment Agency of the City of Sacramento, in the principal amount of Five Hundred Ninety-Nine Thousand Six Hundred Ten and 80/100 Dollars (\$599,610.80), said Note being secured by a Deed of Trust covering certain real property in the Capitol Mall Riverfront Project, Project No. 4, a portion of Redevelopment Area No. One, Sacramento, California, said parcel being more commonly known as the "Vernon-Brannan Building, Old Sacramento Parcel No. 32", located in the block bounded by Front, 2nd, J and K Streets in the City of Sacramento.

THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. Vernon-Brannan is the successor in interest to the maker of the aforesaid Note, North Counties Investment Partners, and hereby assumes and agrees to pay the aforesaid Note, a true and correct copy of which is attached hereto as Exhibit "A".
2. The current principal amount of said Note due and owing to Agency as of the date hereof is Five Hundred Ninety-Nine Thousand Six Hundred Ten and 80/100 Dollars (\$599,610.80).
3. The maturity date of said Note is hereby extended from March 2, 1981 to March 2, 1983.

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4. Interest shall accrue on the outstanding principal amount of said Note at the rate of ten percent (10%) per annum from the inception of said Note to September 2, 1981. Interest shall accrue thereafter at the rate of sixteen percent (16%) per annum from September 2, 1981 to March 2, 1982. Interest shall accrue on said principal amount at the rate of eighteen percent (18%) per annum thereafter from March 2, 1982 to September 2, 1982. Interest shall accrue on said principal amount at the rate of twenty percent (20%) per annum thereafter from September 2, 1982 until the aforementioned principal sum is paid in full.

5. Vernon-Brannan shall make monthly payments to Agency on the first of each calendar month in such amount as is sufficient to pay all interest charges accrued to the date of payment.

6. Vernon-Brannan shall not be obligated to make any principal prepayments prior to the amended expiration date of March 2, 1983. However, there shall be no prepayment penalties if such prepayments are made.

7. In addition to all amounts set forth above as interest, Vernon-Brannan shall pay to Agency an extension fee in the amount of Fifteen Thousand and No/100 Dollars (\$15,000.00) on or before September 2, 1981. Said extension fee shall be construed as "~~interest~~" additional interest and not as principal. It shall be deemed to be fully earned by Agency as of the date paid and shall not be subject to proration or refund of any type as a result of subsequent prepayments.

8. Any failure by Vernon-Brannan to strictly comply with the payment amounts and due dates set forth above shall be deemed an event of default allowing to Agency all such remedies and procedures as may be available to it under law.

9. Vernon-Brannan expressly warrants and agrees that the provisions of the aforementioned Note as amended hereby are exempt from any restrictions under Article 15, Section 1, of the California Constitution, as amended. Further, after consultation with counsel, Vernon-Brannan expressly and knowingly waives any

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defenses it may have under Article 15, Section 1, of the California Constitution, as amended.

10. All other terms and conditions of the aforesaid Straight Note dated March 2, 1979 shall remain unaffected and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Assumption and Amendment Agreement as of the date first above written.

VERNON-BRANNAN INVESTMENT GROUP

By _____

By _____

REDEVELOPMENT AGENCY OF THE CITY
OF SACRAMENTO

By _____
Interim Executive Director

APPROVED AS TO FORM:

Chief Counsel

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DO NOT DESTROY : NOTE: When paid, this note and the ed of Trust must be surrendered to the First American Title Insurance Company with request for reconveyance. (This Note contains an Acceleration Clause.)

STRAIGHT NOTE

\$ 599,610.80 Sacramento, California, March 2, 1979

ON OR BEFORE MARCH 2, 1981 - - - - - after date,

for value received, the undersigned, promise to pay

to REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

_____ , or order,

at 630 I Street Sacramento, California 95814 4,996.25

the sum of FIVE HUNDRED NINETY-NINE THOUSAND SIX HUNDRED TEN AND 80/100ths Dollars,

with interest from March 2, 1979 - - - - - until paid, at the rate of TEN - -

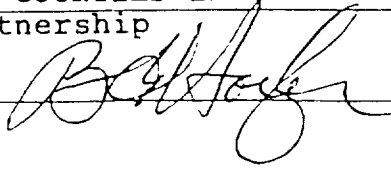
per cent, per annum, payable monthly in installments of FOUR THOUSAND NINE HUNDRED NINETY-SIX

AND 76/100ths Dollars, beginning on the 2nd day of April, 1979 and continuing until the 2nd day of March, 1981 on which date the balance of principal remaining unpaid, with interest thereon, shall be due and payable.

IN THE EVENT the herein described property or any part thereof, or any interest therein is sold, agreed to be sold, conveyed or alienated by trustor, or by the operation of law or otherwise, all obligations secured by this instrument irrespective of the maturity dates expressed therein, at the option of the holder thereof and without demand or notice shall immediately become due and payable if and only if said sale, agreement for sale, conveyance or alienation impairs said holder's security or increases the risk of default.

Should interest not be so paid, it shall thereafter bear like interest as the principal, but such unpaid interest so compounded shall not exceed an amount equal to simple interest on the unpaid principal at the maximum rate permitted by law. Should default be made in the payment of any installment of interest when due, then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this note. Should suit be commenced to collect this note or any portion thereof, such sum as the Court may deem reasonable shall be added hereto as attorney's fees. Principal and interest payable in lawful money of the United States of America. This note is secured by a certain DEED OF TRUST to the FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, as TRUSTEE.

NORTH COUNTIES INVESTMENT PARTNERS,
a partnership

By: 

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