

**NOTE TO CLERK:**

This Document may be recorded as a Modification Deed of Trust

Original Deed of Trust/Certificate of Levy Instrument No.: [REDACTED]

The original amount borrowed was \$ [REDACTED]

This amendment states that additional funds borrowed are \$ [REDACTED] (if there are new funds) OR

There are no additional funds borrowed [REDACTED] (check box if applicable)

The new total amount being borrowed is \$ [REDACTED]

Prepared By:

[REDACTED]

And After Recording Return To:

[REDACTED]

**CONFIRMATION AND AMENDMENT OF SPECIAL ASSESSMENT LIEN AND PAYMENT SCHEDULE**

[LENDER NAME] ("Lender") and [PROPERTY OWNER] ("Borrower") are parties to that certain Financing Agreement dated as of [REDACTED], 20[REDACTED], as may be amended (the "Financing Agreement"), authorized pursuant to Chapter 68 of the Arlington County Code (the "Ordinance").

Pursuant to the Financing Agreement, Borrower has made one or more Eligible Improvements, as defined in the Ordinance, to the property located at [ADDRESS] (the "Property"), in accordance with the requirements of the Ordinance, for which Lender has provided the financing through a Loan in the amount of \$ [REDACTED], inclusive of principal, interest and any financed fees, costs or expenses, which Loan is secured by a special assessment lien against the Property.

Borrower is obligated to make special assessment payments required by that certain Certificate of Levy and Lien of Special Assessment (the "Lien") dated [REDACTED], 20[REDACTED] and filed by Lender on behalf of the County of Arlington, Virginia (the "County"), and recorded in the Land Records of Arlington County as Instrument Number [REDACTED]; which Lien was assigned by or on behalf of the County to Lender pursuant to that certain Assignment of Special Assessment Lien dated [REDACTED], 20[REDACTED] and recorded in the Land Records of Arlington County as Instrument Number [REDACTED].

Pursuant to the Financing Agreement, the Lien shall be repaid in accordance with the installment payment plan attached hereto as Schedule I (the "Payment Schedule"). The Payment Schedule is based on an initial principal amount of \$ [REDACTED], as provided in the Lien, plus interest and any financed fees, costs or expenses, all pursuant to the Financing Agreement, with interest on the outstanding principal amount accruing at the rate set forth in the Financing Agreement. Installment payments of the Loan amount shall come due as set forth in the Payment Schedule.

Except as amended and modified hereby, the Financing Agreement and the Lien shall continue unmodified and in full force and effect and each is hereby ratified and confirmed.

[continues on following pages]

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IN WITNESS WHEREOF, Lender and Borrower have executed this instrument under seal as of the date first written on page 1 hereof.

**LENDER:**

[Lender Name]

By: \_\_\_\_\_  
[Name and Title]

COMMONWEALTH OF VIRGINIA

COUNTY OF ARLINGTON

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ in the above instrument, and that s/he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**BORROWER:**

[Name of Property Owner]

By: \_\_\_\_\_  
[Name and Title]

COMMONWEALTH OF VIRGINIA

COUNTY OF ARLINGTON

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ in the above instrument, and that s/he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**SCHEDULE I SPECIAL ASSESSMENT**  
**PAYMENT SCHEDULE**