



**Incorporated in 1869**

## **Village of Rochester**

SANGAMON COUNTY, ILLINOIS

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ORDINANCE  
NUMBER 16-30

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**AN ORDINANCE EXTENDING THE WATER TOWER LOAN AT ROCHESTER  
STATE BANK FOR AN ADDITIONAL FIVE YEARS AT 2.49% APR**

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DAVID L. ARMSTRONG, Village President  
LYNN LANGDON, Village Clerk

MARIBETH EANDI  
HAROLD HENDRICKSON  
JOE HILL  
STACIA MUNROE  
DOUG ZOBRIST  
Village Trustees

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Published in pamphlet form by authority of the President and Board of Trustees of the Village of Rochester  
on November 14, 2016

Sorling Northrup – 1 N. Old State Capitol Plaza, Suite 200, Springfield, IL 62701

**ORDINANCE NO. 16-30**

**AN ORDINANCE EXTENDING THE WATER TOWER LOAN AT ROCHESTER STATE BANK FOR AN ADDITIONAL FIVE YEARS AT 2.49% APR**

**WHEREAS**, the Village of Rochester (“Village”) is a municipality located in Sangamon County, Illinois; and,

**WHEREAS**, the Village executed a five-year Promissory Note with Rochester State Bank on December 22, 2011 in the amount of \$127,000.00 with a reference number of #998500-50946; and,

**WHEREAS**, the funds from said Promissory Note were used on the water tower located within the Village; and,

**WHEREAS**, there is a remaining balance on said note of \$68,229.88; and,

**WHEREAS**, Rochester State Bank has offered to extend the Promissory Note for an additional five years at a rate of 2.490% with a Note Date of 12/22/2016 and a Maturity Date of 12/22/2021; and,

**WHEREAS**, corporate authorities of the Village believe it to be in the best interest of the Village to extend the term of the Promissory Note for five years.

**NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Rochester, Illinois, as follows:**

**Section 1.** The foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

**Section 2.** Note Extension. The Village President and Village Board of Trustees hereby authorizes the Village to enter into the Promissory Note attached hereto as **Exhibit A** and to complete the Commercial Loan Application as attached hereto as **Exhibit B**. The Village President and Clerk are hereby authorized to execute any documents required to enter into the

Promissory Note, including the Commercial Loan Application, on behalf of the Village.

**Section 3. Severability.** In the event a court of competent jurisdiction finds this ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this ordinance and the application thereof to the greatest extent permitted by law.

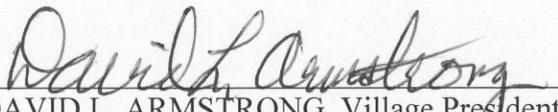
**Section 4. Repeal and Savings Clause.** All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or causes of action which shall have accrued to the Village of Rochester prior to the effective date of this ordinance.

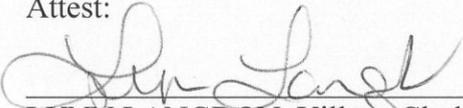
**Section 5. Effective Date.** This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

SO ORDAINED this 14 day of November, 2016, at Rochester, Sangamon County, Illinois.

	YES	NO	ABSENT	PRESENT
MARIBETH EANDI	X			
HAROLD HENDRICKSON	X			
JOE HILL	X			
STACIA MUNROE	X			
DOUG ZOBRIST	X			
DAVID ARMSTRONG	X			
TOTAL	6			

**APPROVED** by the President of the Village of Rochester, Illinois this 14 day of November, 2016.

  
\_\_\_\_\_  
DAVID L. ARMSTRONG, Village President

Attest:  
  
\_\_\_\_\_  
LYNN LANGDON, Village Clerk

<b>LOAN NUMBER</b>	<b>LOAN NAME</b>	<b>ACCT. NUMBER</b>	<b>NOTE DATE</b>	<b>INITIALS</b>
998500-50946	VILLAGE OF ROCHESTER		12/22/16	KAK
<b>NOTE AMOUNT</b>	<b>INDEX (w/Margin)</b>	<b>RATE</b>	<b>MATURITY DATE</b>	<b>LOAN PURPOSE</b>
\$68,229.88	Not Applicable	2.490%	12/22/21	Commercial
<b>Creditor Use Only</b>				

**PROMISSORY NOTE**  
(Commercial - Single Advance)

**DATE AND PARTIES.** The date of this Promissory Note (Note) is December 22, 2016. The parties and their addresses are:

**LENDER:**  
ROCHESTER STATE BANK  
133 N JOHN  
PO BOX 140  
ROCHESTER, IL 62563  
Telephone: (217) 498-7111

**BORROWER:**  
VILLAGE OF ROCHESTER  
PO BOX 618  
ROCHESTER, IL 62563

**1. DEFINITIONS.** As used in this Note, the terms have the following meanings:

- A. Pronouns.** The pronouns "I," "me," and "my" refer to each Borrower signing this Note, individually and together with their heirs, successors and assigns, and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this Note. "You" and "Your" refer to the Lender, any participants or syndicators, successors and assigns, or any person or company that acquires an interest in the Loan.
- B. Note.** Note refers to this document, and any extensions, renewals, modifications and substitutions of this Note.
- C. Loan.** Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Note.
- D. Loan Documents.** Loan Documents refer to all the documents executed as a part of or in connection with the Loan.
- E. Property.** Property is any property, real, personal or intangible, that secures my performance of the obligations of this Loan.
- F. Percent.** Rates and rate change limitations are expressed as annualized percentages.
- G. Dollar Amounts.** All dollar amounts will be payable in lawful money of the United States of America.

**2. REFINANCING.** This Note will pay off the following described note(s):

Note Date	Note Number	Note Amount
December 22, 2011	# 998500-50946	\$127,000.00

The remaining balance of the note listed in the table above is \$68,229.88.

**3. PROMISE TO PAY.** For value received, I promise to pay you or your order, at your address, or at such other location as you may designate, the principal sum of \$68,229.88 (Principal) plus interest from December 22, 2016 on the unpaid Principal balance until this Note matures or this obligation is accelerated.

**4. INTEREST.** Interest will accrue on the unpaid Principal balance of this Note at the rate of 2.490 percent (Interest Rate).

- A. Post-Maturity Interest.** After maturity or acceleration, interest will accrue on the unpaid Principal balance of this Note at the Interest Rate in effect from time to time, until paid in full.
- B. Maximum Interest Amount.** Any amount assessed or collected as interest under the terms of this Note will be limited to the maximum lawful amount of interest allowed by applicable law. Amounts collected in excess of the maximum lawful amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.
- C. Statutory Authority.** The amount assessed or collected on this Note is authorized by the Illinois usury laws under 815 ILCS 205.
- D. Accrual.** Interest accrues using an Actual/365 days counting method.

**5. PAYMENT.** I agree to pay this Note on demand, but if no demand is made, I agree to pay this Note in 20 payments. I will make 19 payments of \$3,638.86 beginning on March 22, 2017, and on the same day in each 3rd month thereafter. A single, final payment of the entire unpaid balance of Principal and interest will be due December 22, 2021.

Payments will be rounded to the nearest \$.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th, 30th or 31st day of a month that contains no such day will, instead, be made on the last day of such month.

Each payment I make on this Note will be applied first to interest that is due, and finally to principal that is due. If you and I agree to a different application of payments, we will describe our agreement on this Note. You may change how payments are applied in your sole discretion without notice to me. The actual amount of my final payment will depend on my payment record.

**6. PREPAYMENT.** I may prepay this Loan in full or in part at any time. Any partial prepayment will not excuse any later scheduled payments until I pay in full.

**7. LOAN PURPOSE.** The purpose of this Loan is renew balloon loan.

**8. LIMITATIONS ON CROSS-COLLATERALIZATION.** The cross-collateralization clause on any existing or future loan, but not including this Loan, is void and ineffective as to this Loan, including any extension or refinancing.

The Loan is not secured by a previously executed security instrument if a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. The Loan is not secured by a previously executed security instrument if you fail to fulfill any necessary requirements or fail to conform to any limitations of the Real Estate Settlement Procedures Act, (Regulation X), that are required for loans secured by the Property or if, as a result, the other debt would become subject to Section 870 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

The Loan is not secured by a previously executed security instrument if you fail to fulfill any necessary requirements or fail to conform to any limitations of the Truth in Lending Act, (Regulation Z), that are required for loans secured by the Property.

**9. DEFAULT.** I understand that you may demand payment anytime at your discretion. For example, you may demand payment in full if any of the following events (known separately and collectively as an Event of Default) occur:

**A. Payments.** I fail to make a payment in full when due.

**B. Insolvency or Bankruptcy.** The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against me or any co-signer, endorser, surety or guarantor of this Note or any other obligations I have with you.

**C. Failure to Perform.** I fail to perform any condition or to keep any promise or covenant of this Note.

**D. Other Documents.** A default occurs under the terms of any other Loan Document.

**E. Other Agreements.** I am in default on any other debt or agreement I have with you.

**F. Misrepresentation.** I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

**G. Judgment.** I fail to satisfy or appeal any judgment against me.

**H. Forfeiture.** The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

**I. Name Change.** I change my name or assume an additional name without notifying you before making such a change.

**J. Property Transfer.** I transfer all or a substantial part of my money or property.

**K. Property Value.** You determine in good faith that the value of the Property has declined or is impaired.

**L. Insecurity.** You determine in good faith that a material adverse change has occurred in my financial condition from the conditions set forth in my most recent financial statement before the date of this Note or that the prospect for payment or performance of the Loan is impaired for any reason.

**10. WAIVERS AND CONSENT.** To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

**A. Additional Waivers By Borrower.** In addition, I, and any party to this Note and Loan, to the extent permitted by law, consent to certain actions you may take, and generally waive defenses that may be available based on these actions or based on the status of a party to this Note.

(1) You may renew or extend payments on this Note, regardless of the number of such renewals or extensions.

(2) You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-signer.

(3) You may release, substitute or impair any Property securing this Note.

(4) You, or any institution participating in this Note, may invoke your right of set-off.

(5) You may enter into any sales, repurchases or participations of this Note to any person in any amounts and I waive notice of such sales, repurchases or participations.

(6) I agree that any of us signing this Note as a Borrower is authorized to modify the terms of this Note or any instrument securing, guarantying or relating to this Note.

**B. No Waiver By Lender.** Your course of dealing, or your forbearance from, or delay in, the exercise of any of your rights, remedies, privileges or right to insist upon my strict performance of any provisions contained in this Note, or any other Loan Document, shall not be construed as a waiver by you, unless any such waiver is in writing and is signed by you.

**11. REMEDIES.** After I default, you may at your option do any one or more of the following.

**A. Acceleration.** You may make all or any part of the amount owing by the terms of this Note immediately due.

**B. Sources.** You may use any and all remedies you have under state or federal law or in any Loan Document.

**C. Insurance Benefits.** You may make a claim for any and all insurance benefits or refunds that may be available on my default.

**D. Payments Made On My Behalf.** Amounts advanced on my behalf will be immediately due and may be added to the balance owing under the terms of this Note, and accrue interest at the highest post-maturity interest rate.

**E. Set-Off.** You may use the right of set-off. This means you may set-off any amount due and payable under the terms of this Note against any right I have to receive money from you.

My right to receive money from you includes any deposit or share account balance I have with you; any money owed to me on an item presented to you or in your possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of this Note" means the total amount to which you are entitled to demand payment under the terms of this Note at the time you set-off.

Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay this Note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement.

Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set-off against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

**F. Waiver.** Except as otherwise required by law, by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

**12. COLLECTION EXPENSES AND ATTORNEYS' FEES.** On or after the occurrence of an Event of Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Note or any other Loan Document. Expenses include reasonable attorneys' fees. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Note. All fees and expenses will be secured by the Property I have granted to you, if any. In addition, to the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees incurred by you to protect your rights and interests in connection with any bankruptcy proceedings initiated by or against me.

**13. COMMISSIONS.** I understand and agree that you (or your affiliate) will earn commissions or fees on any insurance products, and may earn such fees on other services that I buy through you or your affiliates.

**14. WARRANTIES AND REPRESENTATIONS.** I have the right and authority to enter into this Note. The execution and delivery of this Note will not violate any agreement governing me or to which I am a party.

**15. APPLICABLE LAW.** This Note is governed by the laws of Illinois, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law. In the event of a dispute, the exclusive forum, venue and place of jurisdiction will be in Illinois, unless otherwise required by law.

**16. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS.** My obligation to pay the Loan is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone, or anyone else who is obligated on the Loan, or any number of us together, to collect the Loan. Extending the Loan or new obligations under the Loan, will not affect my duty under the Loan and I will still be obligated to pay the Loan. This Note shall inure to the benefit of and be enforceable by you and your successors and assigns and shall be binding upon and enforceable against me and my personal representatives, successors, heirs and assigns.

**17. AMENDMENT, INTEGRATION AND SEVERABILITY.** This Note may not be amended or modified by oral agreement. No amendment or modification of this Note is effective unless made in writing and executed by you and me. This Note and the other Loan Documents are the complete and final expression of the agreement. If any provision of this Note is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable. No present or future agreement securing any other debt I owe you will secure the payment of this Loan. If, with respect to this loan, you fail to fulfill any necessary requirements or fail to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property or if, as a result, this Loan would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

**18. INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Note.

**19. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I will provide you any correct and complete financial statements or other information you request. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Loan and to confirm your lien status on any Property. Time is of the essence.

**20. CREDIT INFORMATION.** I agree to supply you with whatever information you reasonably request. You will make requests for this information without undue frequency, and will give me reasonable time in which to supply the information.

**21. ERRORS AND OMISSIONS.** I agree, if requested by you, to fully cooperate in the correction, if necessary, in the reasonable discretion of you of any and all loan closing documents so that all documents accurately describe the loan between you and me. I agree to assume all costs including by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to reasonably comply with your requests within thirty (30) days.

**22. AGREEMENT TO ARBITRATE.** You or I may submit to binding arbitration any dispute, claim or other matter in question between or among you and me that arises out of or relates to this Transaction (Dispute), except as otherwise indicated in this section or as you and I agree to in writing. For purposes of this section, this Transaction includes this Note and the other Loan Documents, and proposed loans or extensions of credit that relate to this Note. You or I will not arbitrate any Dispute within any "core proceedings" under the United States bankruptcy laws.

You and I must consent to arbitrate any Dispute concerning a debt secured by real estate at the time of the proposed arbitration. You may foreclose or exercise any powers of sale against real property securing a debt underlying any Dispute before, during or after any arbitration. You may also enforce a debt secured by this real property and underlying the Dispute before, during or after any arbitration.

You or I may, whether or not any arbitration has begun, pursue any self-help or similar remedies, including taking property or exercising other rights under the law; seek attachment, garnishment, receivership or other provisional remedies from a court having jurisdiction to preserve the rights of or to prevent irreparable injury to you or me; or foreclose against any property by any method or take legal action to recover any property. Foreclosing or exercising a power of sale, beginning and continuing a judicial action or pursuing self-help remedies will not constitute a waiver of the right to compel arbitration.

The arbitrator will determine whether a Dispute is arbitrable. A single arbitrator will resolve any Dispute, whether individual or joint in nature, or whether based on contract, tort, or any other matter at law or in equity. The arbitrator may consolidate any Dispute with any related disputes, claims or other matters in question.

not arising out of this Transaction. Any court having jurisdiction may enter a judgment or decree on the arbitrator's award. The judgment or decree will be enforced as any other judgment or decree.

You and I acknowledge that the agreements, transactions or the relationships which result from the agreements or transactions between and among you and me involve interstate commerce. The United States Arbitration Act will govern the interpretation and enforcement of this section.

The American Arbitration Association's Commercial Arbitration Rules, in effect on the date of this Note, will govern the selection of the arbitrator and the arbitration process, unless otherwise agreed to in this Note or another writing.

**23. WAIVER OF TRIAL FOR ARBITRATION.** You and I understand that the parties have the right or opportunity to litigate any Dispute through a trial by judge or jury, but that the parties prefer to resolve Disputes through arbitration instead of litigation. If any Dispute is arbitrated, you and I voluntarily and knowingly waive the right to have a trial by jury or judge during the arbitration.

**24. WAIVER OF JURY TRIAL.** If the parties do not opt for arbitration, then all of the parties to this Note knowingly and intentionally, irrevocably and unconditionally, waive any and all right to a trial by jury in any litigation arising out of or concerning this Note or any other Loan Document or related obligation. All of these parties acknowledge that this section has either been brought to the attention of each party's legal counsel or that each party had the opportunity to do so.

**CONFESSION OF JUDGMENT.** If I default, I authorize any attorney to appear in a court of record and confess judgment against me in favor of you. The confession of judgment may be without process and for any amount due on this Note including collection costs and reasonable attorneys' fees. This is in addition to other remedies.

**25. SIGNATURES.** By signing, I agree to the terms contained in this Note. I also acknowledge receipt of a copy of this Note.

**BORROWER:**

VILLAGE OF ROCHESTER

By  Date 11/14/2016  
DAVID L. ARMSTRONG, Village President

COPY

## COMMERCIAL LOAN APPLICATION

IMPORTANT APPLICANT INFORMATION: Federal law requires financial institutions to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

<input type="checkbox"/> New	<input type="checkbox"/> Joint application (Identify other applicants)
<input checked="" type="checkbox"/> Refinance/Consolidation	Loan Number(s), Balance, and Lender's Name:
<input type="checkbox"/> Renewal/Extension (No New Advances)	998500-50946,68229.88, ROCHESTER STATE BANK
<input type="checkbox"/> Renewal with New Advance	
<input type="checkbox"/> Other Modification (Explain)	
<i>For Internal Use Only</i>	
To: ROCHESTER STATE BANK 133 N JOHN PO BOX 140 ROCHESTER, IL 62563	Date Received <u>12/22/2016</u> By <u>KIM KLEINSCHMIDT</u> Action Taken: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Declined <input type="checkbox"/> Rejected Date Reviewed _____ By <u>KIM KLEINSCHMIDT</u> Action Taken: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Declined <input type="checkbox"/> Rejected Date Notified _____ By _____ Notification Sent: <input type="checkbox"/> In Person <input type="checkbox"/> Telephone <input type="checkbox"/> Letter

<b>1. LOAN APPLICANT - Loan Applicant General Information</b>		
Legal Name VILLAGE OF ROCHESTER	Organizational Form, Where and When Organized (ex., Corporation, Delaware, 1984) Domestic Government Unit, Illinois,	
<input type="checkbox"/> Franchise, in full force and without defaults, with (Name of Franchiser) Name(s) of Affiliated Entities		
Current Tradename(s) _____ Other Tradenames Used in Last 10 Years _____		
Local Address PO BOX 618 ROCHESTER, IL 62563	Principal Executive Office Address _____	
Phone No: 217-498-7192	Phone No: _____	
Fax No: _____	Fax No: _____	
Tax Identification Number 37-6021393	Nature of Business _____	NAICS Code 0, 0
Principals' Names, Addresses, Position Titles, Social Security Numbers and Date of Birth - (for individuals only)		
Accountant Name, Address, and Phone Number		
Financial Statements. (Check all that apply and attach statements to this application.) Fiscal Year _____ Calendar Year _____		
<input type="checkbox"/> Financial Statements covering _____ to _____		
<input type="checkbox"/> Accounts Receivable Schedule covering _____ to _____		
<input type="checkbox"/> Inventory Schedule covering _____ to _____		
<input type="checkbox"/> Income Tax/Informational Returns for tax years _____		
<input type="checkbox"/> Other (Specify) _____		
Other Statements. (Check all that apply and attach statements to this application.)		
<input type="checkbox"/> Business Plan dated _____		
<input type="checkbox"/> Project Plans & Specifications <input type="checkbox"/> Project Budget dated _____		
<input type="checkbox"/> Franchise Agreement, FTC Franchiser Disclosure Statement		
<input type="checkbox"/> List of outstanding judgments or threatened lawsuits, arbitration, or other proceeding against loan applicant.		
<input type="checkbox"/> Other (Articles of Incorporation, Resolutions, etc.) _____		

**2. LOAN REQUEST AND SOURCES OF REPAYMENT.**

Amount Requested \$ 68,229.88

Commercial Purpose Loan  
 Agricultural Purpose Loan

Use of Proceeds (Brief Description of Intended Use):  
 Refinance - No Cash Out

Loan Advances (Choose One)  
 Single Advance/Closed End  
 Revolving Draw Loan  
 Draw Loan  
 Construction/Permanent Loan  
 Revolving Draw Construction Loan  
 Draw Construction Loan

Loan Payment (Choose One)  
 Principal and Interest  
 Principal, plus Interest  
 Interest Only  
 Single Payment  
 Other (describe)

Requested Payment Amount \$ 3,638.86  with Balloon \$ \_\_\_\_\_  
 Requested First Payment Date 03/22/2017 Requested Loan Term 60 months  
 Payment Frequency (if installment)  Monthly  Quarterly  Semi-Annually  Other (describe) \_\_\_\_\_  
 Requested Interest Rate  Fixed  Variable Index (if Variable) \_\_\_\_\_

List of primary and secondary sources of repayment for this loan:  
 Village revenue

**3.  LOAN SECURITY. The requested loan will be secured. (Complete this section if checked.)**

All loan proceeds will be for purchase of collateral.  \$ \_\_\_\_\_ of the proceeds will be for purchase of collateral.  
 Description of purchase money collateral: \_\_\_\_\_ Appraised value of purchase money collateral \$ \_\_\_\_\_

Brief description of non-purchase money collateral: \_\_\_\_\_ Description of current property insurance on non-purchase money collateral  
 Type: \_\_\_\_\_ Deductible: \_\_\_\_\_  
 Appraised value \$ \_\_\_\_\_ Coverage: \_\_\_\_\_ Term: \_\_\_\_\_  
 Liens on collateral (List any collateral with liens on it, the amount of underlying debt, the names and addresses of collateral's lienholders): \_\_\_\_\_

Non-Applicant owners of collateral. Attach a separate list with name(s), address(es), and phone number(s) of any other owner(s) of the collateral.

**4.  LOAN GUARANTY. The requested loan will be guaranteed. (Complete this section if checked.)**

Legal name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Phone No: \_\_\_\_\_

Guarantor or affiliate were declared bankrupt within the last 10 years.  
 There are outstanding judgments against Guarantor. (Attach Summary)  
 On a separate sheet, list each threatened or pending lawsuit, arbitration, or other proceeding and its amount claimed.

Guarantor Financial Statements. If checked, Guarantor is an entity and will provide financial statements upon request by Lender.  
 Security. Brief description of collateral to secure this guaranty \_\_\_\_\_ Description of current property insurance on existing collateral  
 Type: \_\_\_\_\_ Deductible: \_\_\_\_\_  
 Coverage: \_\_\_\_\_ Term: \_\_\_\_\_  
 Appraised value of guaranty collateral \$ \_\_\_\_\_  
 Liens on collateral (List any collateral with liens on it, the amount of underlying debt, and the names and addresses of collateral's lienholders): \_\_\_\_\_

Non-Guarantor owners of collateral. If checked, attach a separate list with the name(s), address(es), and phone number(s) of any other owner(s) of the collateral.

**CREDIT DENIAL NOTICE.** If your gross revenues were \$1,000,000 or less in your previous fiscal year, or you are requesting trade credit, a factoring agreement, or similar types of business credit in this Commercial Loan Application, and if your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement please contact (Name, address, and telephone number of the person or office from which the statement of reasons can be obtained):  
**KIM KLEINSCHMIDT, ROCHESTER STATE BANK 133 N JOHN PO BOX 140, ROCHESTER, Illinois 62563**  
 (217) 498-7111  
 within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement. The notice that follows describes additional protections extended to you.

**EQUAL CREDIT OPPORTUNITY NOTICE:** The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (providing the applicant has the capacity to enter into a binding contract), because all or a part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is:  
**FDIC Consumer Response Center**  
 1100 Walnut Street  
 Box #11  
 Kansas City, Missouri 64106-

NOTICE - JOINT CREDIT:

We intend to apply for joint credit. (Initials) \_\_\_\_\_

For California residents and transactions secured by real property: Hazard insurance exceeding the replacement value of the real property is not required as a condition of this loan.

Ohio Notice - The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

**SIGNATURES.** By signing below, Loan Applicant submits this application and the information provided on all accompanying financial statements and schedules for the purpose of obtaining credit and represents that the information submitted is accurate and complete. Loan Applicant acknowledges that representations made in this application will be relied on by Lender in evaluating this application and, if approved, in extending credit. Loan Applicant represents that none of the parties named in this application have relied on advice from the Lender in applying for or receiving any credit. Loan Applicant acknowledges that Lender has not made any commitment to approve this application and extend credit, unless otherwise agreed to in writing. Lender is authorized to conduct any inquiries it decides are necessary to verify the accuracy of the information contained in this application and to use any reasonable method to determine the creditworthiness of the Loan Applicant. Lender is also authorized to answer any questions from others about Lender's credit experience with the parties in this application. Loan Applicant will promptly notify Lender of any subsequent changes which would affect the accuracy of this application, and will provide all documents and information that Lender decides are necessary to complete this application. Loan Applicant authorizes Lender to retain this application, whether or not Lender approves any extension of credit. Any intentional misrepresentation of the information contained herein could result in criminal action under federal law.

In addition, each individual signing below authorizes the Creditor to check their individual credit account and employment history and have a credit reporting agency prepare a consumer credit report on them.

VILLAGE OF ROCHESTER

Applicant Name

By X David L. Armstrong 11/14/2016 Village President  
for Applicant DAVID L ARMSTRONG Date Title

By X \_\_\_\_\_  
for Applicant \_\_\_\_\_ Date Title

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