

RESOLUTION 11-12 Passed February 14, 2011

**APPROVAL OF AN AMENDMENT TO THE
PROMISSORY NOTE ASSOCIATED WITH
THE 2007 ARCHITECTURAL
IMPROVEMENT LOAN FOR PROPERTY
LOCATED AT 241 EAST LINCOLN
HIGHWAY.**

BE IT RESOLVED BY THE CITY COUNCIL of the City of DeKalb, Illinois, as follows:

Section 1. That the City Council of the City of DeKalb, Illinois, directs staff to accept an amended promissory note associated with the previously approved 2007 Architectural Improvement Loan on property located at 241 East Lincoln Highway with Castle Bank Trust No. 2572 in the amount of \$9,825.60.

Section 2. That the terms and conditions of the promissory note shall follow the form in the copy of the Amended Promissory Note attached as Exhibit "A".

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a regular meeting thereof held on the 14th day of February, 2011, and approved by me as Mayor on the same day. Passed on roll call vote: 5-2. Aye: Simpson, Teresinski, Gallagher, Baker, Kammes. Nay: Verbic, Naylor.

ATTEST:


STEVEN C. KAPITAN, City Clerk


KRIS POVLSSEN, Mayor



CITY CLERK FILES:
Number: BES 11-12
Date: 2/14/12

P A I D
12.18.12 cancelled


EXHIBIT "A"

**AMENDED PROMISSORY NOTE
CITY OF DEKALB, ILLINOIS**

February 15, 2011

\$9,825.60

FOR VALUE RECEIVED, Castle Bank Trust as trustee under the provisions of a trust agreement dated April 24, 2007, known as Trust No. 2572, as owners of the real property located at 241 East Lincoln Highway DeKalb, Illinois, out of that portion of the real estate mortgaged to secure the payment hereof, TO PAY TO THE ORDER OF the CITY OF DEKALB, or BEARER in the manner hereinafter and in said Mortgage provided, the balance of the amended principal sum of Nine Thousand Eight Hundred Twenty Five and 60/100's (\$9,825.60). The balance of the amended principal sum owed the BEARER shall be reduced by one-half (1/2) of the amended principal sum on November 30, 2011, such that the balance of the principal sum for this Note shall equal Zero Dollars and No Cents (\$0.00) on November 30, 2012.

The payment of the balance of the amended principal sum is to be made at the principal offices of the City of DeKalb, Illinois.

The payment of this Note is secured by a Mortgage, bearing the date of November 20, 2007 herewith, to CITY OF DEKALB, on real estate in the City of DeKalb, DeKalb County, Illinois. It is agreed that at the election of the holder or holders hereof and without notice, the principal sum remaining unpaid hereon shall become at once due and payable at the place of payment aforesaid in case of default in the payment of principal or interest when due in accordance with the terms hereof or in case at any time hereafter the right to foreclose said Mortgage shall accrue to the legal holders hereof under any of the provisions contained in said Mortgage. All costs and expenses of collection, including reasonable attorneys' fees, shall become additional indebtedness secured by said Mortgage.

If, prior to November 30, 2012, all or any part of the secured property or any interest in it is sold or transferred (or if beneficial interest in undersigned is sold or transferred) or the property ceases to be operated as a restaurant/bar holding a valid liquor license issued by the City of DeKalb for a period of more than one hundred eighty (180) days, without prior written consent of the City of DeKalb, or if the property owner fails to comply with any provision in the Architectural Improvement Funding Agreement, attached here to as Exhibit "1", the City of DeKalb may, at its option, require immediate payment in full of all sums secured by said Mortgage. City of DeKalb may elect to declare default and/or may elect to abate all collection and cancel said Promissory Note in the event of involuntary transfer or conveyance. Involuntary transfer shall mean a transfer, assignment or conveyance arising by death, bankruptcy, act of God or operation of law, in which this obligation shall become the liability of the heirs, devisees, or assignees to which the property has been involuntarily transferred. All parties hereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

