

City of Minnetonka
Promissory Note
(Deferred Loan)

Lender: The Economic Development Authority
in and for the City of Minnetonka
14600 Minnetonka Blvd
Minnetonka, MN 55345

Date:

Borrower(s):

The undersigned Borrower(s) (referred to herein as "Borrower"), [jointly and severally if more than one], promise(s) to pay to the order of the Lender named above (referred to herein as "Lender") at the address listed above or whatever location Lender may specify, the sum of _____ dollars (\$ _____) (the "Loan"). No interest will be charged for the Loan.

Security This note IS secured by a Mortgage on my residence at:

IS NOT secured by other collateral or property.

An itemization of amount financed is available upon request.

If secured, the legal description of the property securing this Note is:

[INSERT LEGAL DESCRIPTION]

Repayment In return for the Loan received from Lender (which was given to improve the property located at _____), Borrower agrees to pay the entire principal of the Loan without interest. If the Borrower ceases to occupy and/or own the property as a primary resident, during the twenty-year owner occupancy period, the remaining balance of the loan must be repaid. If the Borrower has not sold or transferred the property and the property is still the primary residence of the Borrower prior to the maturity date of _____20__, the Loan principal will be 100% forgiven.

Prepayment Borrower may prepay this loan in part or in whole, at any time prior to the maturity date, without penalty. If a partial payment (also known as a principal reduction payment) is made at any time, it does not change the regularly scheduled monthly payments required or any other terms required under this Promissory Note.

Loan

Forgiveness The loan will be forgiven 5% annually and if the property has not been sold or transferred and has remained the primary residence of the borrower for 20 years, the loan will be 100% forgiven. If the borrower(s) cease to occupy and/or own the property as a primary residence during the 20-year term the balance owed at that time is due and payable.

Assumption Anyone buying or acquiring an interest in the property secured by this Promissory Note may NOT assume the remaining debt.

Initial(s) _____

The terms "I" and "my" refer to all and any Borrowers, individually and together, who execute this Promissory Note

- Promises** I make the following promises:
- * The property to be improved is my principal residence.
 - * I will use my loan only for the eligible items listed on the project bids that I submitted.
 - * My residence does not have more than ___ unit(s).
 - * My residence is permanently attached to the land by way of a foundation and is taxed as real property.
 - * I do not intend to use more than 49% of my residence for business purposes.
 - * I am the owner of the property referenced herein.

I understand that the Economic Development Authority in and for the City of Minnetonka will rely on these promises and that I could be guilty of fraud if these promises are not true.

Your Rights if I Default

I will be in default if:

- * I do not make a payment when it is due, or in the full amount due.
- * I made misstatements on my loan application or knowingly provided false information or documentation.
- * Someone tries by legal proceedings to get money or property I have on deposit with you.
- * I do not keep property insurance in place and in effect that covers the loss of the residence, in whole or in part.
- * I use my residence for unlawful purposes.
- * An event of default occurs under any mortgage covering my property.
- * I no longer occupy the property as my principal place of residence.
- * I sell, transfer, or otherwise assign any or all interest in my property without paying my loan in full.
- * I do not live up to any promise I have made under this Promissory Note, or
- * I fail to comply with the terms of the Mortgage entered into to secure the Loan.

If I am in default, you may require immediate payment of the unpaid balance of this Promissory Note I owe. You do not have to give me advance notice.

Borrower Waivers

I hereby expressly waive my rights to require the Lender to do (A) demand payment of amounts due (“presentment”); (B) to give notice that amounts due have not been paid (“notice of dishonor”); and (C) to obtain an official certificate of nonpayment (“protect”).

Initial(s) _____

Additional Terms

If there is a mortgage, you may also foreclose and sell my residence and use the money from the sale of the property to pay my loan. You may also exercise any other legal rights you may have.

However, even if I am in default, you do not have to require immediate payment. You may delay enforcing any of your rights without losing them.

Bankruptcy

If anybody starts a case under the U.S. Bankruptcy code which names anyone who signs this Promissory Note as a debtor, the unpaid balance of this Note I owe, will immediately become due and payable (subject to the bankruptcy laws).

Legal and Collection Costs

I must pay any reasonable attorney's fees, legal expenses, and costs of collection that result from my default (unless prohibited by law). The Lender or its servicing agent may charge the Borrower for any check or authorized payment withdrawal request that is returned unpaid due to insufficient funds or for any other reason.

Governing Law

This Promissory Note shall be governed and construed in accordance with the laws of the State of Minnesota.

I have received, read and understand all terms and conditions of this Promissory Note and agree to all its terms.

BORROWER(S):

TIL and NMLSR ID

Loan Originator Company Name

Loan Originator Individual Name (as name appears on NMLSR)

Loan Originator Company NMLSR ID

Loan Originator Individual NMLSR ID

(if applicable)