

ORDINANCE NO. 13-11-275

ORDINANCE AUTHORIZING THE FRANKFORT SQUARE PARK DISTRICT TO ENTER INTO AN INSTALLMENT NOTE CONTRACT WITH OLD PLANK TRAIL COMMUNITY BANK

WHEREAS, on the 21st day of November, 2013, _____ motioned, seconded by _____ enter into an Installment Note Contract with Old Plank Trail Community Bank for the purpose of purchasing and installing IT equipment, including but not limited to one (1) PowerEdge 620 Server, two (2) PowerEdge 720 Servers, and related software.

NOW THEREFORE BE IT ORDAINED BY THE Board of Commissioners of the Frankfort Square Park District in the counties of Will and Cook in the State of Illinois as follows:

Section 1: Old Plank Trail Community Bank has agreed to provide the Frankfort Square Park District \$53,000 for the purchase and installation of IT equipment, including but not limited to one (1) PowerEdge 620 Server, two (2) PowerEdge 720 Servers, and related software. Distribution of loan proceeds shall be on or about the 21st day of November, 2013. Said loan shall be a five year term, with semi-annual interest payments and annual principal payments.

Section 2: Parameters of said loan shall include an interest rate of 3.35% fixed, tax exempt rate, for the terms as outlined in Section 1.

Section 3: No penalty shall be incurred by the Park District for pre-payment of the described Installment Note Contract.

Section 4: The Frankfort Square Park District Board of Commissioners hereby designates Executive Director, Jim Randall, as Park District representative for loan transactions. Inasmuch, Jim Randall is authorized to complete and sign necessary documentation related to parameters of said loan agreements and to so bind the Frankfort Square Park District.

President, Board of Park Commissioners

Secretary, Board of Park Commissioners

Ayes _____
Nayes _____
Abstained _____
Absent _____

INSTALLMENT NOTE CONTRACT

\$53,000.00 _____

Dated: November 21, 2013 _____

1. Agreement to Pay:

A. FOR VALUE RECEIVED, Frankfort Square Park District, a governmental entity, (the "Maker"), hereby promises to pay to the order of OLD PLANK TRAIL COMMUNITY BANK, an Illinois banking corporation ("Lender"), in the manner provided hereinafter, the principal sum of Fifty Three Thousand Dollars (\$53,000.00), together with interest (as defined hereinafter), until paid in full.

B. The Lender is agreeing to this loan based upon Ordinance No. 13-11-275 passed by the Frankfort Square Park District on November 21, 2013, and according to the authority granted to the Park District under 70 ILCS 1205/8-15. The purpose of the loan is to purchase IT equipment including but not limited to one (1) PowerEdge 620 Server, two (2) PowerEdge 720 Servers, and related software parties agree to execute any other necessary loan documents required to effectuate the loan.

2. Required Payments of Interest and Principal:

A. Payment of Interest. The Maker will make semi-annual interest payments according to the schedule set forth on Exhibit "A" attached hereto and made a part hereof.

B. Payment of Principal. The Maker will make principal payments on an annual basis according to the schedule set forth on Exhibit "A" attached hereto and made a part hereof.

C. Interest. Interest shall accrue on the amount of the principal balance outstanding hereunder from time to time at the rate of 3.35%.

3. Application of Payments:

Prior to the occurrence of any default, all payments received on account of the indebtedness evidenced by this Note shall be first applied to accrued interest due on the outstanding principal balance, with the remainder, if any, to be applied to the outstanding principal balance. Prior to the occurrence of any Default, Maker may pay without penalty the amount owed earlier than it is due. Early payments will not, unless agreed to by the Lender in writing, relieve Maker of Maker's obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due and may result in Maker making fewer payments.

4. Security:

The payment of this Note is unsecured and is a general obligation of the Maker.

5. Default:

It is agreed that the occurrence of any of the following events is a default under this Note (a "Default"):

- A. Default in the payment of principal when due in accordance with the terms hereof, which default continues for a period of thirty (30) days; or
- B. Default in the payment of interest when due in accordance with the terms hereof, which default continues for a period of thirty (30) days; or
- C. Default in the performance or observance of any other covenant or agreement of Maker contained herein, which default continues for a period of thirty (30) days.

6. Waiver:

The remedies of Lender as provided herein, the Loan Agreement or any other instrument securing this Note, shall be cumulative and concurrent, and may be pursued singularly, successively or together, at the sole discretion of Lender, and may be exercised as often as occasion therefore shall arise. Failure of Lender, for any period of time or on more than one occasion, to exercise its option to accelerate the Maturity Date of this Note shall not constitute a waiver of the right to exercise the same at any time thereafter or in the event of any subsequent Default. No act of omission or commission of Lender, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same; any such waiver or release is to be effected only through a written document executed by Lender and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as a waiver or release of any subsequent event or as a bar to any subsequent exercise of Lender's rights or remedies hereunder.

7. Incorporation By Reference:

To the extent not inconsistent with the terms of this Note, the terms of the Loan Documents are incorporated herein and made a part hereof by reference.

8. Governing Law and Other Agreements:

Maker agrees that: (i) this instrument and the rights and obligations of all parties hereunder shall be governed by and construed under the substantive laws of the State of Illinois without reference to the conflict of laws principles of such state; (ii) the obligation evidenced by this Note is an exempted transaction under the Truth In Lending Act, 15. U.S.C. Sec. 1601, et seq.; (iii) said obligation constitutes a business loan within the purview of 815 ILCS 205/4(1)(c)(iv); the proceeds of the indebtedness evidenced by this Note will not be used for the purchase of registered equity securities within the purview of Regulation "U" issued by the Board of Governors of the Federal Reserve System; and (iv) time is of the essence hereof.

9. Interpretation:

The parties hereto intend and believe that each provision in this Note comports with all applicable law. However, if any provision in this Note is found by a court of law to be in violation of any applicable law, and if such court should declare such provision of this Note to be unlawful, void or unenforceable as written, then it is the intent of all parties hereto that such provision shall be given full force and effect to the fullest possible extent that is legal, valid and enforceable, that the remainder of this Note shall be construed as if such unlawful, void or unenforceable provision were not contained therein, and that the rights, obligations and interest of the Maker and the holder hereof under the remainder of this Note shall continue in full force

and effect; provided, however, that if any provision of this Note which is found to be in violation of any applicable law concerns the imposition of interest hereunder, the rights, obligations and interests of Maker and Lender with respect to the imposition of interest hereunder shall be governed and controlled by the provisions of the following paragraph.

10. Description of Loan Documents:

This Note and the Loan Agreements, together with any amendments, modifications, renewals and replacements thereof and any and all other instruments now or hereinafter given to Lender, by or on behalf of the Maker or any guarantor of Maker's obligations to Lender, or by their respective agents in connection with the Loan including but not limited to promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, guaranties and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan are collectively referred to as the "Loan Documents".

11. Successors and Assigns:

Upon any endorsement, assignment or other transfer of this Note by Lender or by operation of law, the term "Lender" as used herein, shall mean such endorsee, assignee, or other transferee or successor to Lender then becoming the holder of the Note. This Note shall inure to the benefit of Lender and its successors and assigns and shall be binding upon the undersigned and its successors and assigns. The terms "Maker" and "Obligors" as used herein, shall include the respective successors, assigns, legal and personal representatives of Maker and Obligor.

IN WITNESS WHEREOF, the undersigned has through its duly authorized officers executed this Note as of the day and year first above written.

Old Plank Trail Community Bank

Frankfort Square Park District

By: _____

By: _____

Its: _____

Its: _____

Attest: _____

Attest: _____

Its: _____

Its: _____