Ordinance 10-45

AN ORDINANCE APPROVING A LOAN EXTENSION AGREEMENT WITH ILLINOIS NATIONAL BANK

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, SANGAMON COUNTY, ILLINOIS AS FOLLOWS:

SECTION 1: That certain loan extension agreement attached hereto, which extends to November 14, 2010 a loan from the Illinois National Bank of \$500,000 maturing on August 14, 2010, is hereby approved.

SECTION 2: The Village President is hereby authorized to execute the loan extension agreement and associated documents, and thereafter, the proper officers and employees of the Village are authorized and directed to carry out the loan transaction according to its terms.

SECTION 3: This Ordinance is effective upon its passage and approval as required by law.

PASSED this 27th day of July, 2010.

	Thomas Str	an
ATTEST:	VILLAGE PRESIDENT	
VILLAGE CLERK		CORPORATE
AYES: SHERR, MAN, BOYLE, NAYES: O	REYNOLDS, SCHATTEMAN	* CORPORATE
PASSED: 7-21-10		ELINOIS
APPROVED: 7-27-10	ARSENT: KAJIANIAGH	

CHANGE IN TERMS AGREEMENT

Principal Loan Da	te Maturity Loan N	o Gall / Coll Acc	ount Officer Initials	
\$500,000.00 08-14-20	09× 08-14-2010 40001	1 2466	2601 JIM	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.				
. Any	y item above containing "***" has be	en omitted due to text length limitation	s.	

Borrower:

VILLAGE OF CHATHAM

116 E MULBERRY CHATHAM, IL 62629 Lender:

ILLINOIS NATIONAL BANK 322 E. CAPITOL AVE. SPRINGFIELD, IL 62701

Principal Amount: \$500.000.00

Date of Agreement: July 20, 2010

DESCRIPTION OF EXISTING INDEBTEDNESS. Promissory Note dated August 14, 2009 in the original amount of \$500,000.00.

DESCRIPTION OF COLLATERAL. Unsecured.

DESCRIPTION OF CHANGE IN TERMS. The maturity date of August 14, 2010 is hereby extended to November 14, 2010.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

PRIOR TO SIGNING THIS AGREEMENT, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT. BORROWER AGREES TO THE TERMS OF THE AGREEMENT.

BORROWER:

VILLAGE OF CHATHAM

By: THOMAS S. GRAY, Village President of VILLAGE OF CHATHAM

ORDINANCE CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

CORPORATE

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Chatham, Sangamon County, Illinois.

I do hereby certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 10-4 adopted by the President and the Board of Trustees of said Village on the 27th day of July, 2010 said Ordinance being entitled:

AN ORDINANCE APPROVING A LOAN EXTENSION AGREEMENT WITH ILLINOIS NATIONAL BANK

I do further certify that prior to making of this certificate, the said Ordinance was spread at length upon the permanent records of said Village, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Village this 27th day of July, 2010.

Village Clerk