

Form RD 1942-56  
(00-00)

Promissory Note  
(Re-lender Association or Organization)  
United States Department of Agriculture  
Rural Housing Service - Community Facility Program

Loan/Note Amount: \_\_\_\_\_

Note Date: \_\_\_\_\_

Loan No. \_\_\_\_\_

Re-lender Address:

\_\_\_\_\_  
\_\_\_\_\_

FOR VALUE RECEIVED, \_\_\_\_\_  
(herein called "Re-lender") promises to pay to the order of the United States of America, acting through the Rural Housing Service, or its successor Agency, United States Department of Agriculture, (herein called the "Government") at its office in

\_\_\_\_\_,  
or at such other place as the Government may hereafter designate in writing, the principal amount of \_\_\_\_\_ dollars

(\$ \_\_\_\_\_), plus interest on the unpaid principal balance at the rate of \_\_\_\_\_ percent (\_\_\_\_\_ %) per annum. The said principal and interest shall be paid in the following installments on or before the following dates:

\$ \_\_\_\_\_ on \_\_\_\_\_,  
\$ \_\_\_\_\_ on \_\_\_\_\_,  
\$ \_\_\_\_\_ on \_\_\_\_\_,  
\$ \_\_\_\_\_ on \_\_\_\_\_, and  
\$ \_\_\_\_\_ thereafter on the \_\_\_\_\_ of each \_\_\_\_\_

until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable \_\_\_\_\_ (\_\_\_\_\_) years from the date of this note, and except that prepayments may be made as provided below. The consideration here for shall support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan shall be advanced to Re-lender as requested by Re-lender and approved by the Government and interest shall accrue on the amount of each advance from its actual date as shown on the reverse hereof.

Every payment made on any indebtedness evidenced by this note shall be applied first to interest computed to the effective date of the payment and then to principal.

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-NEW. The time required to complete this information collection is estimated to average 1 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.*

The Re-lender shall have the right to prepay scheduled installments set forth in this note in whole or in part at any time without penalty; provided that in the event of a partial prepayment, the Re-lender shall be obligated to continue making regular and uninterrupted monthly payments for the amount and on the monthly payment date specified in this note, so long as any portion of the loan remains unpaid.

Refunds and extra payments, as defined in the applicable regulations of the Government, shall, after payment of interest, be applied to the installments last to become due under this note and shall not affect the obligation of Re-lender to pay the remaining installments as scheduled herein.

Any amount advanced or expended by the Government for the collection hereof or to preserve or protect any security hereto, or otherwise under the terms of any security or other instrument executed in connection with the loan evidenced hereby, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced hereby and be immediately due and payable by Re-lender to the Government without demand. Re-lender agrees to use the loan evidenced hereby solely for purposes authorized by the Government.

In the event of nonpayment when due of any payment due under this note or if an event of default occurs under the Re-lender's Agreement dated \_\_\_\_\_, and such nonpayment or event of default continues for a period of thirty (30) days, then at the option of the holder of this note, the remaining balance under this note shall immediately become due and payable. The failure to assert this right shall not be deemed a waiver.

Default hereunder or under the Re-lender's Agreement shall constitute default under any other instrument evidencing a debt or other obligation of Re-lender to the Government or securing such a debt or other obligation and default under any such other instrument shall constitute default hereunder. Upon any such default, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

The Re-lender shall pay all expenses, whether incurred in or out of court, whether incurred before or after this note shall become due at its maturity date or otherwise, which the Government may deem necessary or proper in connection with obtaining satisfaction of the indebtedness, including but not limited to reasonable attorneys' fees. The Government is authorized to pay at any time and from time to time any and all of such expenses, add the amount of such payment to the indebtedness, and charge interest thereon at the applicable rate of interest specified herein with respect to the principal amount of this note.

This note is given as evidence of a loan to Re-lender made by the Government pursuant to the Consolidated Farm and Rural Development Act. This note shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions hereof.

Demand, presentment, protest, notice of protest, and notice of dishonor are hereby waived.

In the event that any provision or clause in this note is not enforceable in a court of law, all other provisions and clauses shall continue to remain in effect.

IN WITNESS WHEREOF the Re-lender has caused this note to be executed in its corporate name and its corporate seal to be hereunto affixed and attested by its duly authorized officers, all as of the day and year first above written.

[PLACE APPROPRIATE SIGNATURE LINES AND DATES BELOW]

RECORD OF ADVANCES