

LOAN APPLICATION - Property Development

BEFORE COMPLETING/SUBMITTING THIS APPLICATION, PLEASE CONTACT Ortonville DDA (CONTACT INFO IS LISTED ABOVE). THE Ortonville DDA Revolving Loan COMMITTEE WILL OFFER FREE ASSISTANCE IN COMPLETION OF THIS APPLICATION AND HELP ANSWER ANY QUESTIONS/CONCERNS ASSOCIATED WITH APPLICATION SUBMISSION.

APPLICANT INFORMATION:

NAME: _____

ADDRESS: _____

BEST PHONE #: _____ Business Mobile Home

EMAIL: _____

PROPERTY INFORMATION:

OWNER ENTITY NAME: _____

DBA (if different): _____ EIN # (if applicable): _____

ADDRESS: _____

PHONE: _____ WEBSITE: _____

TYPE/CATEGORY OF PROPERTY Gateway Downtown CorridorCommercial Workplace

TAX CLASSIFICATION OF OWNER ENTITY:

Corporation LLC Partnership Proprietorship S-Corp Individual

PROPERTY IS: Vacant Occupied - List Tenants: _____

FACILITY/BUILDING IS: Owned Leased Rented Looking for Space N/A

PROPERTY IS: Owned by Business Owned by Applicant Owned by Other _____

SQUARE FOOTAGE CURRENTLY OCCUPIED: _____

SQUARE FOOTAGE ACTIVATED AS A RESULT OF PROJECT: _____

FINANCIAL INFORMATION:

AMOUNT OF FINANCING ALREADY SECURED FOR PROJECT: \$ _____

SOURCE OF FUNDS: _____

AMOUNT YOU and/or OTHER OWNERS PLAN TO INVEST: \$ _____

LIST OTHER INVESTORS/OWNERS IF APPLICABLE:

Name: _____ Name: _____

Name: _____ Name: _____

LOAN REQUEST INFORMATION:

LOAN REQUEST (check all boxes that apply):

Note: Based on availability, Loan Maximum per project/building is \$50,000.00

- Septic System Engineering Property Acquisition for Septic Upgrade Legal
- Environmental Studies Field/System Construction Municipal Permit/Tests/Fees

TOTAL LOAN REQUESTED: \$ _____

TOTAL DEVELOPMENT COST: \$ _____

ESTIMATED START DATE: _____ ESTIMATED COMPLETION DATE: _____

WILL LOAN CREATE NEW OR ACTIVATE EXISTING RESIDENTIAL UNITS? No Yes- #: __

WILL LOAN CREATE NEW OR ACTIVATE EXISTING BUSINESS UNITS? No Yes- #: __

WILL LOAN CREATE NEW JOBS FROM BUSINESS UNITS? No Yes- #ESTIMATE: __

PROVIDE A BRIEF DESCRIPTION OF PROJECT: Attached additional description as needed

APPLICATION CHECKLIST:

Please ensure the following are submitted with your application:

- Completed RLF Application Form Cost Estimate(s) Engineering Reports
- All existing lien holder agreements (if applicable) Property Insurance Coverage
- Additional Documents/Project Description (optional) _____

Note: **Applicants are requested to be present at the time of the application's review.** Other documentation could be requested if deemed necessary by Ortonville DDA. Additional information that could be requested are: Credit Reports for all business/owners; Proof of equity investment; Personal/business tax returns; Current business financial statement; Cash flow statements; Copy of lease/purchase agreement; Commitment letters from other lenders/project participants; Cost Estimates-all items being purchases with RLF monies; Articles of incorporation, partnership, and/or operating agreements.

LOAN AGREEMENT:

In this Loan Agreement ("Agreement") all references to "DDA", "We", "Our" or "Us" mean the DDA whose name appears above and anyone to whom the DDA assigns or transfers this Agreement. All references to "You" Or "Your" mean each person who signs, or otherwise authenticates, this Agreement as a borrower.

1. **PROMISE TO PAY** - You promise to pay \$_____ to the DDA plus interest on the unpaid balance until what You owe has been repaid.
Your **fixed rate** loan interest rate is 1.5% per year.
2. **PAYMENTS** – Subject to the term of the loan, You promise to make payments of \$_____ amount on a monthly basis on or before the 15 day of each month. You may prepay any amount without penalty. If You prepay any part of what You owe, You are still required to

make the regularly scheduled payments, unless We have agreed to a change in the payment schedule. Because this is a simple interest loan, if You do not make payments exactly as scheduled, Your final payment may be more or less than the amount of the final payment that is disclosed. If the term is extended, You will be required to make additional payments of the scheduled amount, until what You owe has been paid. You promise to make all payments to the place We choose. If this loan refinances another loan You have with Us, the other loan will be canceled and refinanced as of the date of this loan. Unless otherwise required by law, payments will be applied to amounts owed in the manner We choose.

3. **LOAN PROCEEDS** - Interest on this loan begins on the date the loan proceeds are distributed to You, either in person by check, electronic funds transfer, or mailed.
4. **SECURITY FOR LOAN** - This Agreement is secured by all property described in the "Security Agreement" section of this document. Applicant acknowledges that the subject property will serve as security for the loan and that he/she/it authorizes the DDA to record with the Oakland County Register of Deeds a memorandum or other writing of the indebtedness.
5. **DEFAULT** - You will be in default under this Agreement if You do not make a payment of the amount required on or before the date it is due. You will be in default if You break any promise You made in connection with this loan or if anyone is in default under any security agreement made in connection with this Agreement. You will be in default if You die, file for bankruptcy, become insolvent (that is, unable to pay Your bills and loans as they become due), or if You made any false or misleading statements in Your loan application. You will also be in default if something happens that We believe may seriously affect Your ability to repay what You owe under this Agreement or if You are in default under any other loan agreement You have with Us.
6. **ACTIONS AFTER DEFAULT** - When You are in default, We may demand immediate payment of the entire unpaid balance under this Agreement. If We demand immediate payment, You will continue to pay interest at the rate provided for in this Agreement, until what You owe has been repaid. We may also exercise any other rights given by law when You are in default.
7. **EACH PERSON RESPONSIBLE** - Each person who signs, or otherwise authenticates, this Agreement will be individually and jointly responsible for paying the entire amount owed under this Agreement. This means We can enforce Our rights against any one of You individually or against all of You together.
8. **LATE CHARGE** - If You are late in making a payment, You promise to pay the late charge of \$25 per each late payment cumulatively.
9. **DELAY IN ENFORCING RIGHTS** - We can delay enforcing any of Our rights under this Agreement any number of times without losing the ability to exercise Our rights later. We can enforce this Agreement against Your heirs or legal representatives.
10. **CONTINUED EFFECTIVENESS** - If any part of this Agreement is determined by a court to be unenforceable, the rest will remain in effect.
11. **NOTICES** - Notices will be sent to You at the most recent address You have given Us in writing. Notice to any one of You will be notice to all.
12. **NO ORAL AGREEMENTS** -- THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND IS NOT TO BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

SECURITY AGREEMENT:

In this Security Agreement ("Agreement") all references to "DDA", "We", "Our" or "Us" mean the DDA whose name appears on this document and anyone to whom the DDA assigns or transfers this Agreement. All references to the "Loan" mean the loan described in the Loan Agreement that is part of this document. All references to "You" or "Your" mean any person who signs, or otherwise authenticates, this Agreement.

1. **THE SECURITY FOR THE LOAN** - You give Us what is known as a security interest in the Property ("the Property"). The applicant acknowledges that the subject property will serve as security for the loan and that he/she/it authorizes the DDA to record with the Oakland County Register of Deeds a memorandum or other writing of the indebtedness.
2. **WHAT THE SECURITY INTEREST COVERS/CROSS COLLATERAL PROVISIONS** - The security interest secures the Loan and any extensions, renewals or refinancings of the Loan.
3. **OWNERSHIP OF THE PROPERTY** - You promise that You own the Property or, if this Loan is to buy the Property, You promise You will use the Loan proceeds for that purpose. You promise that no one else has any interest in or claim against the Property that You have not already told Us about. You promise not to sell or lease the Property or to use it as security for a loan with another creditor until the Loan is repaid. You promise You will allow no other security interest or lien to attach to the Property either by Your actions or by operation of law.
4. **USE OF PROPERTY** - Until the Loan has been paid off, You promise You will: (1) Use the Property carefully and keep it in good repair. (2) Obtain Our written permission before making major changes to the Property or changing the address where the Property is kept. (3) Inform Us in writing before changing Your address. (4) Allow Us to inspect the Property. (5) Promptly notify Us if the Property is damaged, stolen or abused. (6) Not use the Property for any unlawful purpose. (7) Not retitle the Property in another state without telling Us.
5. **PROPERTY INSURANCE, TAXES AND FEES** - You promise to pay all taxes and fees (like registration fees) due on the Property and to keep the Property insured against loss and damage. The amount and coverage of the property insurance must be acceptable to Us. You may provide the property insurance through a policy You already have, or through a policy You get and pay for. You promise to make the insurance policy payable to Us by way of showing Us as a "loss Payee" on your policy and to deliver the policy or proof of coverage to Us if asked to do so. If You do not pay the taxes or fees on the Property when due or keep it insured, We may pay these obligations, but We are not required to do so. Any money We spend for taxes, fees or insurance will be added to the unpaid balance of the Loan and You will pay interest on those amounts at the same rate You agreed to pay on the Loan.
6. **DEFAULT** - You will be in default if You break any promise You make or fail to perform any obligation You have under this Agreement. You will also be in default under this Agreement if the Loan is in default. You will be in default if any Property You have given Us as security is repossessed by someone else, seized under a forfeiture or similar law, or if anything else happens that significantly affects the value of the Property or Our security interest in it.
7. **WHAT HAPPENS IF YOU ARE IN DEFAULT** - When You are in default, We may demand immediate payment of the entire unpaid balance under this Agreement. If We demand immediate payment, You will continue to pay interest at the rate provided for in this Agreement, until what You owe has been repaid. We may also exercise any other rights given by law when You are in default.
8. **DELAY IN ENFORCING RIGHTS AND CHANGES IN THE LOAN** - We can delay enforcing any of Our rights under this Agreement any number of times without losing the ability to exercise Our rights later. We can enforce this Agreement against Your heirs or legal representatives. If We change the terms of the Loan, You agree that this Agreement will remain in effect
9. **CONTINUED EFFECTIVENESS** - If any part of this Agreement is determined by a court to be unenforceable, the rest will remain in effect.

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By signing this form, I, the applicant, certify that all information contained above is true and complete to my best knowledge and belief. Applicant understands this application and any other information received with it will be retained whether this request is approved or denied. By signing, or otherwise authenticating, as Borrower, You agree to the terms of the Loan Agreement. If Property is described in the "Security" section, applicant acknowledges that the subject property will serve as security for the loan and that he/she/it authorizes the DDA to record with the Oakland County Register of Deeds a memorandum or other writing of the indebtedness.

Borrower 1 Signature: _____ Date: _____

Borrower 2 Signature: _____ Date: _____

Ortonville DDA Only: _____

Application Received By: _____ Date Received: _____

***COMPLETED APPLICATIONS WILL BE REVIEWED BY THE Ortonville DDA Revolving Loan COMMITTEE. IF APPROVED, APPLICATIONS WILL BE SUBMITTED TO THE Ortonville DDA Board FOR FINAL APPROVAL. APPLICANTS WILL BE ASKED TO BE PRESENT DURING Both THE COMMITTEE and BOARD'S REVIEW OF THEIR APPLICATION. ***