

**PROMISSORY NOTE AND AGREEMENT  
ISLE LA MOTTE, VERMONT**

**Amount: \$119,726.11**

**Term: DECEMBER 15, 2021-DECEMBER 15, 2024**

**FOR VALUE RECEIVED**, the undersigned promises to pay the Trustees of Public Funds for the Town of Isle La Motte, at the Town Offices in Isle La Motte, Vermont, or such other place as the parties may direct, the total principal sum of One hundred nineteen thousand seven hundred twenty six dollars and eleven cents (\$119,726.11), with interest from the date that this instrument is executed on the unpaid principal at the rate of three quarters of one percent (0.75%) per annum, payable in equal yearly installments in the amount of \$897.95 each, with the first such interest payment due on or before the 15<sup>th</sup> day of December 2021 (a late fee of 3% will be assessed on payment not paid on due date). The remaining interest payments due on the 15<sup>th</sup> day of December, with the last payment due on December 2024.

The property mortgaged as security for the payment of this note consists of three (3) lots, known as Lots; 01-96-001.7A, 01-96-001.5A and 01-96-001.8A. If there is a change in ownership of one or more of the three (3) lots referenced in the preceding sentence, then the proceeds from any sale shall become immediately due and payable to the Trustees of Public Funds, without further demand or notice, to reduce the debt (principal and interest) evidenced by this note. The undersigned shall have the privilege of prepaying this note in full or in part without penalty.

In the event the undersigned shall be in default for more than thirty (30) days on any payment, the entire principal and interest accrued but unpaid shall, at the option of the holder of this note, become immediately due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

It is understood and agreed that the Trustees of Public Funds shall not disperse additional income or other monies to the Town of Isle La Motte until the debt identified herein is paid in full. The Town shall have sole responsibility to repay said debt in full, and shall bear all costs and liabilities associated therewith, including, without limitation, any and all costs required to facilitate the sale of the property mortgaged as security for the payment of this note. The Trustees shall not be required to bear any costs associated with the sale of the mortgaged property. In the event that all of the above-referenced lots are sold and a balance remains on this note, any shortfall shall remain the obligation of the Town, and not the Trustees.

If this note is placed in the hands of an attorney for collection, the undersigned promises to pay, in addition to the monies due hereunder, any reasonable attorney's fee incurred by the holder of this note, provided said fees do not exceed two percent of the total principal, interest and costs due.

This note may only be amended or extended by mutual written consent of the parties.

Presented for payment, protest, notice to protest, demand and notice of nonpayment are hereby waived.

DATED this 2 day of November, 2021.

**TRUSTEE OF PUBLIC FUNDS**

By: Cathy Tudhope  
Cathy Tudhope

By: Barbara N. Callahan  
Barbara Callahan

By: Chet Bromley  
Chet Bromley

**SELECTBOARD**

By: \_\_\_\_\_  
Rusty Spaulding

By: \_\_\_\_\_  
Selby Turner

By: \_\_\_\_\_  
Paul Zera