

PROMISSORY NOTE SECURED BY ASSIGNMENT OF LEASE

\$\_[ ]

SAMPLE

[ ], Idaho  
[ ], 2007

FOR VALUE RECEIVED, THE UNDERSIGNED \_\_\_\_\_, (the “**Borrower**”), promises to pay to the order of Idaho Community Reinvestment Corporation, an Idaho nonprofit corporation, its successors and assigns (the “**Lender**”) the principal sum of \_\_\_\_\_ (\$[ ]), together with interest and all other sums due hereunder or under the terms of the Assignment of Lease made by Borrower for the benefit of Lender of even date herewith (the “**Assignment of Lease**”) (which may be collectively referred to herein as the “**Obligations**”), in lawful money of the United States of America. The Obligations shall be payable at the office of Lender at P. O. Box 2002, Boise, Idaho 83701-2002, or at such other address either within or without the State of Idaho, as Lender hereof may from time to time designate. Said Obligations shall be paid over a term, at the times, and in the manner set forth below.

- 1. Interest: This Promissory Note Secured by Assignment of Lease (this “**Note**”) shall bear interest at the rate of [ ] percent ( \_\_%) per annum.
- 2. Maturity: The unpaid principal balance of this Note, if not sooner paid, shall be due and payable: (a) in full upon the sale or transfer of the Property (as defined in the Assignment of Lease); (b) when the Borrower ceases to use the Property as [his / her / their] primary residence; or (c) on the date thirty (30) years from the date of this Note, whichever event occurs earlier (the “**Maturity Date**”).
- 3. Application of Payments: All payments shall be applied first to any Obligations other than the principal and interest balance of this Note, then to accrued and unpaid interest, and then the balance, if any, to the reduction of the outstanding principal balance of this Note.
- 4. Prepayment: Borrower shall have the right to prepay all or any part of the Obligations at any time.
- 5. Additional Conditions:

5.1 This Note is secured by a Assignment of Lease of even date herewith encumbering certain real property located in the County of [ ], State of Idaho and other property as more particularly described in the Assignment of Lease (hereinafter collectively referred to as the “**Property**”). The Assignment of Lease contains terms and provisions for acceleration of the indebtedness evidenced by this Note together with additional remedies in the event of any Event of Default hereunder or thereunder. Failure on the part of Lender to exercise any right granted herein or in the Assignment of Lease shall not constitute a waiver of such right or preclude the subsequent exercise and enforcement thereof. This Note, the Assignment of Lease, and all other documents and instruments executed as further evidence of, as additional

security for, or executed in connection with the indebtedness evidenced by this Note are hereinafter collectively referred to as the “**Loan Documents.**”

5.2 Except as herein otherwise provided, all parties to this Note, including endorsers, sureties and guarantors, hereby jointly and severally waive presentment for payment, demand, protest, notice of protest, notice of demand and of nonpayment or dishonor and of protest, and any and all other notices and demands whatsoever, and agree to remain bound hereby until the Obligations are paid in full, notwithstanding any extensions of time for payment which may be granted by Lender, even though the period of extension be indefinite, and notwithstanding any inaction by, or failure to assert any legal rights available to, Lender under this Note.

5.3 If the Obligations, or any part hereof or thereof, are placed in the hands of an attorney for collection, whether by suit or otherwise, at any time, or from time to time, Borrower shall be liable to Lender, in each instance, for all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys’ fees.

6. Default:

6.1 If default shall be made in the payment of this Note as stipulated above or in the payment of any other sums due hereunder or under any of the other Loan Documents, or should an event of default occur and not be cured within any applicable cure period under any of the other Loan Documents, then, at the option of Lender, the entire outstanding principal balance of this Note and all other sums advanced by Lender on behalf of Borrower shall become and be immediately due and payable then or thereafter as Lender may elect, regardless of the Maturity Date hereof.

6.2 During the existence of any default, Lender may apply any sums received, including but not limited to, insurance proceeds or condemnation awards, to any amount then due and owing hereunder or under the terms of any of the other Loan Documents as Lender may determine. Neither the right nor the exercise of the right herein granted unto Lender to apply such proceeds as aforesaid shall serve to cure the default or preclude Lender from exercising its option to cause the entire indebtedness evidenced by this Note to become immediately due and payable by reason of Borrower’s default under the terms of this Note or any of the other Loan Documents.

6.3 Any notice required hereunder shall be given as provided in the Assignment of Lease.

7. Severability: If any clauses or provisions herein operate or would prospectively operate to invalidate this Note, then such clauses or provisions only shall be held for naught, as though not herein contained and the remainder of this Note shall remain operative and in full force and effect.

8. Captions: The captions set forth at the beginning of the various paragraphs of this Note are for convenience only and shall not be used to interpret or construe the provisions of this Note.

This Note shall be governed by and construed in accordance with the laws of the State of Idaho and if controlling, by the laws of the United States and shall be binding upon Borrower, its heirs, personal representatives, successors and assigns and shall inure to the benefit of Lender, its successors and assigns.

IN WITNESS WHEREOF, Borrower has executed this Note as of the day and year first above written.

**BORROWER:**

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