



# Pioneer Bank & Trust

**BELLE FOURCHE • BUFFALO • RAPID CITY • SPEARFISH • STURGIS** *Local.*

## ALLONGE FOR ATTACHMENT TO NOTE

It is mutually desirable, beneficial and agreeable to the parties hereto that the repayment terms of that certain Promissory Note No. **34355940** dated **August 3, 2015** in the amount of **\$254,603.86**, executed by **City of Rapid City**, Rapid City, South Dakota, in favor of Pioneer Bank & Trust, Rapid City, South Dakota, be and the same hereby are amended to the following particulars:

Pioneer Bank & Trust and City of Rapid City agree to modify & amend note #34355940 dated August 3<sup>rd</sup> 2015 as follows:

1. Modify and amend paragraph #13 as follows: To the extent not prohibited by law, I waive protest and presentment for payment.
2. Modify and amend paragraph #15 as follows: **COLLECTION EXPENSES AND ATTORNEYS' FEES.** On or after the judicial determination of an Event of Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights or remedies under this Note or any other Loan Document caused by the Default. Expenses include, but are not limited to, court costs and other legal expenses, including any reasonable attorney's fees if ordered by the Court. If ordered by the Court, these expenses are due and payable within 45 days of entry of judgment. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Note. All fees and expenses will be secured by the Property I have granted to you, if any. In addition, to the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees incurred by you to protect your rights and interests in connection with any bankruptcy proceedings initiated by or against me.

It is further understood and agreed that all other terms and conditions of said Note, not modified hereby, shall be and remain the same, and that this Allonge, when executed by Borrower and Bank, shall be attached to and become a part of the original Note, and shall have the same force and effect as if the terms and conditions hereof were originally incorporated in the Note prior to its execution.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_.

City of Rapid City

By: \_\_\_\_\_  
Pauline Sumption, Finance Officer

\_\_\_\_\_  
Steve Allender, Mayor

Pioneer Bank & Trust

\_\_\_\_\_  
Robert DeWald, Vice President