

ORDINANCE NO. 118

Sesquicentennial Museum

WHEREAS, the State of Texas will celebrate its Sesquicentennial anniversary in 1986; and

WHEREAS, the citizens of Magnolia wish to observe this 150th anniversary with celebrations, festivities and special projects of lasting value to the county; and

WHEREAS, a Magnolia Sesquicentennial Museum is being established under the direction of Becky Bailey pursuant to Ordinance No. 117, but is in need of immediate funds to begin operation; and

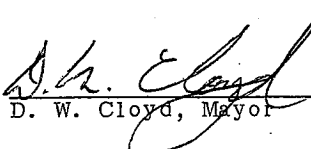
WHEREAS, the City of Magnolia supports the formation and operation of the Magnolia Sesquicentennial Museum; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MAGNOLIA, TEXAS:

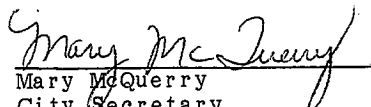
Section 1. Section 5. Added to Ordinance No. 117. The following provision is added as Section 5 to Ordinance No. 117 creating a Museum Department as part of the operations of the City:

Section 5. Authority to Incur Indebtedness. The Museum Department shall be authorized to incur debt on behalf of the City, in an amount not to exceed \$3,000.00 at any one time, to pay for the operations of the Sesquicentennial Museum. Any such debt shall be paid in the fiscal year in which it is incurred. Any such debt shall be paid first out of monetary contributions to the Museum Department. If, but only if, such contributions in the applicable fiscal year are inadequate to repay the museum's debt, then that debt shall be repaid out of the City's general tax revenues.

PASSED and APPROVED on this 14 day of May, 1985.


D. W. Cloyd, Mayor

Attest:


Mary McQuerry
City Secretary

Approved as to form:


Robert D. Daniel
Acting City Attorney

P.O. BOX 426 18935 FM 1748
City, State, Zip Code MAGNOLIA, TEXAS 73055
Borrowers MAGNOLIA SESQUICENTENNIAL MUSEUM
Street Address C/O P.O. BOX 60
City, State, Zip Code MAGNOLIA, TEXAS 77355
Telephone Number
Social Security Number
TAX FREE

with Disclosures

In this document, we, us and our mean the Bank and its successors and assigns, and subsequent holders of this note. You and your mean the Borrowers signing this document, and their heirs, personal representatives and assigns. Each of you is jointly and severally responsible for paying this loan.

Date of this Loan: SEPTEMBER 21, 19 86

Interest after maturity: Past due amounts will bear interest at a rate (either fixed or varying as the case may be) per year that is the greater of 18% per year or the prepayment rate, unless otherwise specified as follows: % per year; subject to legal limits.

Interest until maturity. You agree to pay interest during the loan period based upon:

☒ a fixed rate of 9.00% a year. ☐ a fixed loan fee.

☐ a varying rate per year equal to the rate quoted by _____ from time to time as its prime commercial rate plus _____% (but not to exceed the maximum rate allowed under existing laws, or if allowed, under the laws as they may be changed). Adjustments are made _____.

Such varying rate shall never be less than _____% per year nor greater than _____% per year.

Deposit accounts as collateral. Besides other collateral if applicable, to secure your obligations, you pledge and assign to us (and grant us a security interest in) all of your deposit accounts and certificates of deposit with us, and instruments, items, money and other property of yours that now or later comes into our custody or control, excluding deposits subject to tax penalties if assigned. We may go against this collateral upon default or if we deem ourselves insecure. These rights do not limit our other rights (e.g. common law setoff).

Property insurance. You must maintain comprehensive, collision and fire and extended coverage insurance on the collateral, for full insurable value, with \$ _____ deductible. You can use existing policies or any insurance company in Texas you want, but we can refuse any insurer for reasonable cause. ☐ You must also get federal flood insurance.

Other terms. The other terms of this note are shown on the back.

Credit Insurance

You don't have to buy credit life or health and accident insurance to get this loan. It's optional. You are not insured unless you sign below. Only those who sign are insured.

Type	Premium	Signature(s)
Credit life (1 borrower)	\$	
Credit life (both borrowers)	\$	
Credit health and accident (1 borrower)	\$	

☒ You do not want any of this insurance.

Breakdown of your Amount Financed

1. Amount given to you directly	\$	N/A
2. Amount paid on your prior loan or account	\$	2820.00
3. Amounts paid to others on your behalf		
• paid to public officials	\$	N/A
• paid to insurance companies	\$	N/A
• paid to credit reporting agencies	\$	N/A
• paid to appraisers	\$	N/A
• paid to _____	\$	N/A
• paid to _____	\$	N/A
4. Sum of all amounts above	\$	2820.00
5. Less Prepaid Finance Charge	-\$	N/A
6. Amount Financed	\$	2820.00

Disclosures to you under federal law

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
9.13%	\$ 63.45	\$ 2820.00	\$ 2883.45

Your payment schedule will be:

Type of Payments	Number of Payments	Amount of Payments	When Payments Are Due
<input checked="" type="checkbox"/> Single payment	1	\$ 2883.45	DECEMBER 20, 19 86 (Or sooner if we make demand)
<input type="checkbox"/> Fixed installments of principal and interest.		\$ _____ each	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> _____ starting _____, 19 _____ _____, 19 _____
<input type="checkbox"/> Varying installments, based upon a fixed principal amount, plus interest.		\$ _____ of principal each, plus interest \$ _____ of principal, plus interest Payment amounts, including interest, vary from \$ _____ to \$ _____	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> _____ starting _____, 19 _____ _____, 19 _____
<input type="checkbox"/> Other			

☐ Varying rate. The annual percentage rate may increase if the rate quoted by _____ as its prime commercial rate increases. Changes are made _____.

Increases would make ☐ higher payment amounts, ☐ a larger amount due at maturity. Some examples of how rate changes would affect amount owed on hypothetical loans are shown on the reverse side.

☒ Demand feature. This loan has a demand feature.

☐ Multiple advance. The loan will be funded in multiple advances, with interest only accruing on amounts advanced. In giving you disclosures, we estimated that one-half of the loan amount is outstanding during the loan period.

☐ Assumption. Someone buying your house might, under certain circumstances and at our discretion, be allowed to assume this loan on its original terms.

Property insurance. You may obtain property insurance from anyone you want that is acceptable to us.

Late charge. You may be charged interest on amounts not paid on time at:

☒ 18%, or the prepayment rate if greater.

☐ _____% per year.

Prepayment. If you pay off early, you will not have to pay a penalty.

☐ The fixed loan fee is not subject to refund.

Security. You are giving us as collateral your deposit accounts and other property with us (e.g., items, money, instruments, certificates of deposit) and:

☐ the goods or property being purchased;

☐ the house and lot being ☐ purchased, ☐ improved;

☒ CITY RESOLUTION

Collateral securing other loans with us may also secure this loan.

Filing fees: \$ N/A

See your contract documents for any additional information about nonpayment, default, any required payment in full before the scheduled date, and prepayment refunds.

"E" means an estimate.

Your signatures for the note and to acknowledge receipt by you of a completed copy of this document and related documents are made below. This document has been signed in the county of _____ the Bank's address unless otherwise specified: _____ County, Texas.

Executed SEPTEMBER 21, 19 86 See NOTICE TO COSIGNER on reverse side prior to signing this document.

Nolene Amley Head of Museum

MAGNOLIA SESQUICENTENNIAL MUSEUM

your signature

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