# **PROMISSORY NOTE**

THIS PROMISSORY NOTE (the 'Note') dated this 21st day of September, 2014.

Milagros Oakley of 2841 Midway Lane

(the 'Borrower')

hereby acknowledges the receipt of \$32,500.00

- from -

Irwin Gillis of 6795 Valleyview Blvd

(the 'Lender')

#### **<u>1. PROMISE OF PAYMENT</u>**

FOR VALUE RECEIVED, The Borrower hereby promises to pay to the Lender at 6795 Valleyview Blvd or at such other place, or to such other party, as the Lender may from time to time designate in writing, the principal sum of \$32,500.00.

#### 2. INTEREST RATE

The unpaid portion of the principal sum shall not be subject to interest.

#### **3. SCHEDULE OF PAYMENTS**

This Note is due and payable as follows, to-wit: Lorem ipsum morbi, placerat. consecutive installments of interest only shall be paid on a monthly basis.

Payments will commence the month following execution of this Note and continue thereafter on the 27 of each month.

Upon payment in full of the balance owing on this Note, this Note shall be surrendered to the Borrower for cancellation.

#### **4. DEFAULT AND ACCELERATION**

Notwithstanding any contrary statements contained in this Note, if the Borrower defaults on payment of this Note or any other obligation set forth herein, and the

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default continues after the Lender notifies the Borrower of the default and the period within which it must be corrected, as may be required by law, then the Lender may declare the unpaid principal balance, and any accrued interest, immediately due and payable.

# 5. SECURITY

This Note shall not be secured by any form of security.

# 6. GOVERNING LAW

This Note is being delivered in, and shall be governed, construed, enforced, and interpreted by, through, and under, the laws of the State of South Dakota excluding conflict of law principles that would cause the application of the laws of another jurisdiction.

# 7. COLLECTION COSTS

Should the Borrower default on payment of this Note or any other obligation set forth herein, all costs incurred by the Lender in attempting to enforce this Note, including, but not limited to, any and all legal costs, will be added to the outstanding principal and will be paid immediately by the Borrower.

Should the Borrower default and the Lender accelerate the amount due, all amounts outstanding under this Note shall be subject to an interest rate of 96% per year from the date of demand until paid.

# **8. BINDING EFFECT**

The covenants and obligations set forth in this Note shall be binding on and inure to the benefit of the heirs, executors, successors, legal representatives, administrators, and assigns of the Borrower and the Lender. The Borrower waives presentment for payment, demand and protest and notice of protest, and of dishonor and non-payment of this Note.

(This space intentionally left blank)

IN WITNESS WHEREOF Milagros Oakley duly affixed his or her signature under seal on this 21st day of September, 2014.

SIGNED UNDER OATH this 21st day of September, 2014.

Milagros Oakley

A NOTARY PUBLIC IN AND FOR