PENNSYLVANIA PROMISSORY NOTE (SECURED)

On this 7th day of November 2019, Henry J. Sokolowski, of 2010 Butternut Drive, Huntingdon Valley, PA 19006-1733, hereinafter known as the "Borrower", promises to pay Stephen H. Sokolowski of 3178 Carnegie Drive, State College, PA 16803-1154, and Christopher H. Sokolowski of 3178 Carnegie Drive, State College, PA 16803-1154 here inafter known as the "Lenders", the principal sum of Thirty Five Thousand Dollars (\$35,000), with interest accruing on the unpaid balance at a rate of five percent (5%) per annum in accordance with PA ST 41 P.S. 201 (Interest and Usury) of the Pennsylvania Statutes.

- 1. **PAYMENTS:** Borrower shall pay installments of principal and interest in the amount of One Thousand Five Hundred Thirty-Five Dollars and Fifty Cents (\$1535.50). Payments shall be due and payable on the 8th day of every month beginning on the 8th day of December 2019.
- 2. **DUE DATE:** The full balance on this Note, including any accrued interest, is due and payable on the 8th day of November 2021.
- 3. **PREPAYMENT:** Borrower may pre-pay this Note without penalty.
- 4. TITLE FEES: All fees necessary to document the lien on the securing vehicle's title, all fees necessary to remove this lien upon satisfaction of this loan, and all notarization fees shall be paid by the Borrower.
- 5. **ALLOCATIONS OF PAYMENTS:** Payments shall be first credited to interest due, and any remainder will be credited to principal.
- 6. **DUE ON SALE:** This Note is secured by the vehicle described in Section 17 securing repayment of this Note. The property described in such security instrument may not be sold or transferred without the Lenders' consent. If Borrower breaches this provision, Lenders may declare all sums due under this Note immediately due and payable, unless prohibited by law.

- 7. INSURANCE AND MAINTENANCE: While this Note is in effect, the vehicle described in Section 17 must be maintained according to the manufacturer's recommended maintenance schedule, with all costs paid by the Borrower. The Borrower must also maintain collision insurance on the full value of said vehicle.
- 8. DAMAGE TO VEHICLE: In the event that the vehicle described in Section 17 is damaged, the Borrower must repair the vehicle to the manufacturer's original specifications within one month from when such damage occurred. In event that the vehicle's insurer determines that the repair cost exceeds the value of the vehicle, the remaining balance owed shall be due within one month of damage.
- 9. ACCESS TO VEHICLE: The vehicle securing this Note is to be primarily stored at the Borrower's residence. The Borrower must provide the Lenders with one set of keys to the vehicle, to be returned upon repayment of the Note. Throughout the duration of this Note, The Borrower grants the Lenders the right to enter the Borrower's residence for the purposes of accessing the vehicle securing this Note and to maintain servers located in the property. If the Borrower changes residences, then the Borrower must inform the Lenders within 2 days and must provide the Lenders access to the vehicle's new storage location.
- 10. **ACCELERATION:** If the Borrower is in default under this Note and such default is not cured within 30 days, then Lenders may, at their option, declare all outstanding sums owed to be immediately due and payable and repossess the vehicle. Such repossession does not exclude the Lenders from exercising other rights or remedies that the Lenders may have under state and federal law.
- 11. **ATTORNEYS' FEES AND COSTS:** Borrower shall pay all costs incurred by Lenders in collecting sums due under this Note after a default, including but not limited to transportation costs, sale costs, and reasonable attorney's fees. If Lenders or Borrower sues to enforce this Note or obtain a

declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and cost incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the non-prevailing party.

- 12. **WAIVER OF PRESENTMENTS:** Borrower waives presentment for payment, notice of dishonor, protest, and notice of protest.
- 13. **NON-WAIVER:** No failure or delay by Lenders in exercising Lenders' rights under this Note shall be considered a waiver of such rights.
- 14. **SEVERABILITY:** In the event that any provision herein is determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect
- 15. **INTEGRATION:** There are no verbal or other agreements which modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by Borrower and Lenders.
- 16. **NOTICE:** Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person or (b) by certified mail, and such notices shall be made to the parties at the addresses listed.
- 17. **SECURITY:** This Note is secured by the following vehicle:

2018 Audi Q5 VIN: WA1CNAFY2J2159524

This agreement was signed the $7^{\rm th}$ day of November 2019 by the following:

Lender's signature

Stephen H Sokolowski

Borrower's Signature

Henry J Sokolowski

Lender's signature

Christopher H Sokolowski