

**NOTE**

Up to \$ \_\_\_\_\_

Date: \_\_\_\_\_

FOR VALUE RECEIVED, the undersigned, \_\_\_\_\_, an adult individual whose address is \_\_\_\_\_ (the "Borrower") promises to pay to the order of 1<sup>ST</sup> Out 24/7 Bail Bonds, LLC, a Pennsylvania limited liability corporation whose address is 451 West Linden Street, Allentown, Lehigh County, Pennsylvania, or its successors or assigns (the "Lender") the principal sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), or such cumulative unreimbursed lesser amount as Lender is from time to time becomes obligated by reason of bail forfeitures on bail which Borrower writes and which cannot be collected from guarantors, as follows: ON DEMAND.

All payments and prepayments to be made in respect of principal or other amounts due from the Borrower under this Note shall be due and payable at 5:00 p.m. on the day when due (whether at maturity, by reason of acceleration or otherwise). Such payments shall be made to the Lender at its address at 451 West Linden Street, Allentown, Lehigh County, PA 18102, or at such other place as the Lender may designate in writing, in lawful money of the United States of America in immediately available funds without setoff, counterclaim or other deduction of any nature. The Borrower expressly waives presentment, demand, notice, protest and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Note, and an action for any amounts due and unpaid shall therefore accrue immediately.

If any payment of principal or interest under this Note becomes due on a day that is a Saturday, Sunday or a legal holiday, such payment will be made on the next following business day.

If an Event of Default, as hereinafter defined, shall occur, the entire unpaid principal balance of this note together with unpaid interest shall become immediately due and payable without demand or notice; and Lender may forthwith proceed to exercise its rights hereunder or otherwise accorded by law; and no failure to exercise any of its rights and no extension of time for payment on the part of Lender shall be deemed a waiver of any such rights or of any default hereunder.

The following shall constitute Events of Default hereunder:

- (a) Default for the period of five (5) days in the payment of any amount due hereunder;
- (b) Any assignment by Borrower for the benefit of creditors;

(c) Borrower commences any voluntary proceedings in bankruptcy, receivership, reorganization or insolvency, or there is filed against Borrower any involuntary proceeding in bankruptcy, receivership, reorganization or insolvency and such involuntary proceeding is not dismissed within sixty (60) days;

(d) The occurrence of a Default or an Event of Default under any other document, instrument or agreement executed and delivered concurrently with and in connection with this Note, including Borrower's Mortgage to Lender.

Borrower may prepay the principal balance of this Note in whole or in part at any time.

This Note is governed by, and will be construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania. Borrower consents to the exclusive jurisdiction and venue of the Federal and State courts located in Lehigh County, Pennsylvania with respect to any suit arising out of, relating to, or mentioning this Note.

**THE FOLLOWING PARAGRAPH SETS FORTH A WARRANT OF AUTHORITY FOR AN ATTORNEY TO CONFESS JUDGMENT AGAINST THE BORROWER. IN GRANTING THIS WARRANT OF ATTORNEY TO CONFESS JUDGMENT AGAINST THE BORROWER, THE BORROWER HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, AND, ON THE ADVICE OF SEPARATE COUNSEL OF THE BORROWER, UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS THE BORROWER HAS OR MAY HAVE TO PRIOR NOTICE AND AN OPPORTUNITY FOR HEARING UNDER THE RESPECTIVE CONSTITUTIONS AND LAWS OF THE UNITED STATES AND THE COMMONWEALTH OF PENNSYLVANIA.**

UPON THE OCCURRENCE OF AN EVENT OF DEFAULT, AND THE CONTINUATION OF SUCH EVENT OF DEFAULT UNCURED FOR A PERIOD OF FIVE (5) DAYS AFTER NOTICE FROM LENDER TO BORROWER SPECIFYING SUCH EVENT OF DEFAULT AND REQUESTING THAT IT BE CURED, THE BORROWER HEREBY EMPOWERS ANY ATTORNEY OF ANY COURT OF RECORD WITHIN THE UNITED STATES OF AMERICA OR ELSEWHERE TO APPEAR FOR THE UNDERSIGNED AT ANY TIME AND, WITH OR WITHOUT COMPLAINT FILED, CONFESS JUDGMENT AGAINST THE BORROWER IN FAVOR LENDER, AS OF ANY TERM, FOR THE UNPAID BALANCE OF THE PRINCIPAL DEBT TOGETHER WITH UNPAID INTEREST THEREON, COSTS OF SUIT AND ATTORNEY'S COMMISSION FOR COLLECTION OF TEN (10)% OF THE TOTAL INDEBTEDNESS ON WHICH JUDGMENT ONE OR MORE EXECUTIONS MAY ISSUE FORTHWITH. THE BORROWER HEREBY FOREVER WAIVES AND RELEASES ALL ERRORS IN SAID PROCEEDINGS, WAIVES STAY OF EXECUTION, AND WAIVES ALL EXEMPTIONS FROM LEVY AND SALE OF ANY PROPERTY THAT NOW ARE OR HEREAFTER MAY BE APPLICABLE. NO SINGLE EXERCISE OF THE FOREGOING POWER TO CONFESS JUDGMENT SHALL BE

DEEMED TO EXHAUST THE POWER, WHETHER OR NOT ANY SUCH EXERCISE SHALL BE HELD BY ANY COURT TO BE VALID, VOIDABLE OR VOID, BUT THE POWER SHALL CONTINUE UNDIMINISHED AND IT MAY BE EXERCISED FROM TIME TO TIME AS OFTEN AS LENDER HEREOF SHALL ELECT UNTIL SUCH TIME AS THE LENDER SHALL HAVE RECEIVED PAYMENT IN FULL OF THE DEBT, INTEREST, ATTORNEY'S COMMISSION AND COSTS. INTEREST ON THE OBLIGATION EVIDENCED HEREBY SHALL CONTINUE TO ACCRUE AT THE ABOVE- STATED RATE AFTER THE ENTRY OF JUDGMENT HEREON.

THE BORROWER HEREBY WAIVES ITS RIGHTS TO NOTICE AND A HEARING CONCERNING THE VALIDITY OF LENDER'S CLAIMS HEREUNDER AND AGREES AND CONSENTS TO JUDGMENT BEING ENTERED BY CONFESSION IN ACCORDANCE WITH THE TERMS HEREOF AND EXECUTION BEING LEVIED ON SUCH JUDGMENT AGAINST ANY AND ALL PROPERTY OF THE UNDERSIGNED, IN EACH CASE WITHOUT FIRST BEING GIVEN NOTICE AND THE OPPORTUNITY TO BE HEARD ON THE VALIDITY OF THE CLAIM OR CLAIMS UPON WHICH SUCH JUDGMENT IS ENTERED.

IN WITNESS WHEREOF, and intending to be legally bound, the Borrower has executed, issued and delivered this Note on \_\_\_\_\_.

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Borrower