

2021-015702

Klamath County, Oregon



00289310202100157020060067

10/18/2021 02:47:10 PM

Fee: \$107.00

STANDARD PROMISSORY NOTE

1. THE PARTIES. On June 1 2021, Two (2) individuals known as David W. Kocurek Sr. and Ginger Lee Kocurek of 6707 Amber Avenue, Klamath Falls, Oregon, 97603-4190, referred to as the "Borrower",

HAS RECEIVED AND PROMISES TO PAY:

Two (2) individuals known as Jay Allen Mercier and Rodney Dean Kruit of 17800 North Bay Road, #801, North Miami Beach, Florida, 33160, referred to as the "Lender", the sum of \$90,000.00 US Dollars, referred to as the "Borrowed Money", with interest accruing on the unpaid balance at a rate of 9.0 percent (%) per annum, referred to as the "Interest Rate", beginning on June 1 2021 under the following terms and conditions:

2. PAYMENTS. The full balance of this Note, including any accrued interest and late fees, is due and payable on January 1 2023, referred to as the "Due Date". The Borrowed Money shall be repaid via installments every month in the following schedule:

The Borrowed Money shall be repaid via equal installments on the First (1st) of every month beginning on July 1 2021. Such payments due for each period shall only be on the accrued interest and the principal shall be paid in-full on the Due Date.

If the Lender does not receive payment on-time for any installment there shall be a late payment fee of \$50.00 (US Dollars) every occurrence of payment being late. No matter how late the payment is made this late fee may only be charged once per occurrence.

In addition, money that is not paid by the Borrower on-time for any installment will continue to be charged the Interest Rate stated in this Note.

3. SECURITY. This note shall be secured under the following:

The Borrower agrees to provide : Real Estate and residence located at 6707 Amber Avenue, Klamath Falls, OR 97603-4190. Legal Description: Lot 2 in Block 6 of SECOND ADDITION TO MOYINA, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon., referred to as the "Security", which shall transfer to the possession and ownership of the Lender IMMEDIATELY if this Note should be in default. The Security may not be sold or transferred without the Lender's consent during the course of this Note. If the Borrower breaches this provision, Lender may declare all sums due under this Note immediately due and payable, unless prohibited by applicable law.

If the Borrower defaults under this Note the Lender shall have the right to obtain ownership and possession of the Security. The Lender shall have the sole-option to accept it as full payment for the Borrowed Money without further liabilities or obligations. If the market value of the Security does not exceed the Borrowed Money, the Borrower shall remain liable for the balance due while accruing interest at the maximum rate allowed by law.

4. INTEREST DUE IN THE EVENT OF DEFAULT. In the event the Borrower fails to pay the note in full on the Due Date, the unpaid principal shall accrue interest at the maximum rate allowed by law until the Borrower is no longer in default.

David Kocurek
Returned at Counter

5. ALLOCATION OF PAYMENTS. Payments shall be first credited to any late fees due, then to interest due and any remainder will be credited to principal.

6. PREPAYMENT. Borrower may prepay this Note without penalty.

7. ACCELERATION. If the Borrower is in default under this Note or is in default under another provision of this Note, and such default is not cured within the minimum allotted time by law after written notice of such default, then Lender may, at its option, declare all outstanding sums owed on this Note to be immediately due and payable.

This includes rights of possession to the Security mentioned in Section 3.

8. ATTORNEYS' FEES AND COSTS. Borrower shall pay all costs incurred by Lender in collecting sums due under this Note after a default, including reasonable attorneys' fees. If Lender 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 costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the non-prevailing party.

9. WAIVER OF PRESENTMENTS. Borrower waives presentment for payment, notice of dishonor, protest and notice of protest.

10. NON-WAIVER. No failure or delay by Lender in exercising Lender's rights under this Note shall be considered a waiver of such rights.

11. 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.

12. 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 a written agreement signed by Borrower and Lender.

13. CONFLICTING TERMS. The terms of this Note shall have authority and precedence over any conflicting terms in any referenced agreement or document.

14. NOTICE. Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be made to the parties at the addresses listed below.

15. GUARANTORS. There shall be no person or entity, under the terms of this Note, that shall be responsible for the payment, late fees, and any accrued interest other than the Borrower.

16. EXECUTION. The Borrower executes this Note as a principal and not as a surety. If there is a Co-Signer, the Borrower and Co-Signer shall be jointly and severally liable under this Note.

17. GOVERNING LAW. This note shall be governed under the laws in the State of Oregon.

With my signature below, I affirm that I have read and understand this promissory note.

Dan Kocurek 10/16/2021

Borrower's Signature Dan Kocurek

Borrower's Signature Yinger Lee Kocurek 10/16/2021

Lender's Signature Jay A. Mercier

Lender's Signature Looney D. Smith

ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF: Oregon
COUNTY OF: Klamath

On this 16th day of October, 2021, before me,
Heidi C James, a Notary

Public, personally appeared

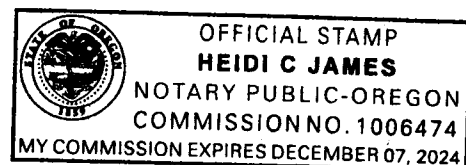
Ginger L Kocurek
David Kocurek

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal:

(Seal)

Signature: Heidi C James
Printed Name: Heidi C James
My commission expires: 12/07/2024



Description of attached document:

Title or type of document: Promissory Note

Document date: 06/01/2021 Number of pages: 3

Signers other than the names above: Jay Mercer - Lender
Rodney Kruit - Lender

FLORIDA SHORT-FORM INDIVIDUAL ACKNOWLEDGMENT
F.S. 695.25

State of Florida

County of MIAMI DADE }

The foregoing instrument was acknowledged
before me this 17th day
Date

of August, 2021
Month Year

by JAY A. Mercier
Name of Person Acknowledging

who is personally known to me or who

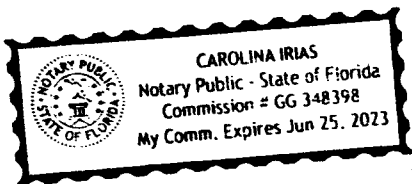
has produced _____

FLDL M626421511260
Type of Identification

as identification.

[Signature]
Signature of Notary Public

Carolina Irias
Name of Notary Typed, Printed or Stamped



Place Notary Seal Stamp Above

Notary Public — State of Florida

OPTIONAL

*Though this section is optional, completing this information can deter alteration of the document
or fraudulent reattachment of this form to an unintended document.*

Description of Attached Document

Title or Type of Document: Standard Promissory note

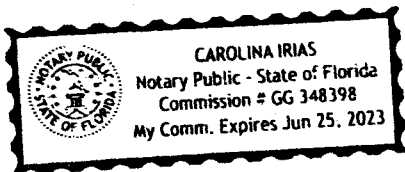
Document Date: _____ Number of Pages: 3

Signer(s) Other Than Named Above: _____

FLORIDA SHORT-FORM INDIVIDUAL ACKNOWLEDGMENT
F.S. 695.25

State of Florida

County of Miami Dade }



Place Notary Seal Stamp Above

The foregoing instrument was acknowledged
before me this 17th day
Date

of August, 2021,
Month Year

by Rodney O Knitt,
Name of Person Acknowledging

who is personally known to me or who

has produced _____

FLDL K630724502730
Type of Identification

as identification.

[Signature]
Signature of Notary Public

Carolina Irias
Name of Notary Typed, Printed or Stamped

Notary Public — State of Florida

OPTIONAL

*Though this section is optional, completing this information can deter alteration of the document
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