

Cognovit Promissory Note

Callif Bonding, LLC
350 S High St
Columbus, Ohio 43215
(614) 221-0100

Defendant Name _____

Total Bond Amount _____

In consideration for value received, each of the undersigned (collectively, "Borrowers") jointly and severally promise to pay to the order of Callif Bonding, LLC, ("Lender") the sum of \$_____ (the "Principal Sum" excluding any prior payments), payable as follows:

1. **PAYMENTS:** Payments of \$_____ shall be due on a WEEKLY / BIWEEKLY / MONTHLY basis. The first payment shall be due on ____ / ____ / ____ and continue thereafter until the Principal Sum is paid in full.
2. **INTEREST:** This note shall not bear interest so long as payments are made in accordance of paragraph 1 hereof.
3. **PREPAYMENT:** Borrowers may prepay all or any part of this Note without premium or penalty for prepayment at any time. All prepayments shall be applied first to any accrued and unpaid interest or fees before unpaid principal.
4. **DEFAULT:** In the event Borrowers fail to pay the full amount of any installment when due, then interest shall accrue on the outstanding Principal Sum due at a rate of ten percent (10%) per annum from the date of execution hereof until paid in full, PLUS ANY COURT COSTS, ATTORNEY FEEES, AND COLLECTION COSTS incurred by Lender in connection with enforcing the terms of this note. Upon default in payment, the entire principal hereof then remaining unpaid, together with any accrued interest, shall, in the sole discretion of the Lender, become immediately due and payable without notice or demand (the "Default Costs").
5. **NO WAIVER OF RIGHTS:** No delay on the part of the holder of this Note in the exercise of any power, right or remedy under this Note or any related agreement at any time shall operate as a waiver thereof, and no single or partial exercise by the holder of this Note of any power, right or remedy shall preclude other or further exercise thereof or the exercise of any other power, right or remedy. The rights and remedies of Payee under this Note shall be cumulative and not alternative.
6. **WARRANT OF ATTORNEY:** Borrowers hereby authorize any attorney-at-law to appear for Borrowers in any court of record, in the county in which this Note is executed or where Borrowers reside or have their principal place of business or residences, in the State of Ohio after this Note becomes due by acceleration or otherwise and waive the issuing of service of process and confess judgment against Borrowers in favor of the Lender for the amount then appearing due, together with any of the Default Costs, costs and expenses of suit, including but not limited to reasonable attorneys' fees, and thereupon waive all errors and all rights of appeal and stays of execution. Borrowers further agree that the attorney confessing judgment pursuant to the foregoing warrant of attorney may receive a legal fee or other compensation from the Lender, to the extent not recovered from Borrowers. This provision does not prohibit Borrower from later contesting the reasonableness of said fees and expenses.

7. Each of the undersigned Borrowers authorizes any person, agency, partnership, or corporation having any information concerning the character, credit and financial reputation of the Borrowers to release such information to Lender, including but not limited to credit reports, bank account numbers, and background investigations. Such information is to be used to collect any outstanding balance owed to Lender by Borrowers. Borrowers hereby release any such person, agency, partnership or corporation from any liability which may be incurred in releasing such information to Lender, including but not limited to Federal, State, or local laws.

8. SUCCESSOR AND ASSIGNS: This Note shall be binding upon and inure to the benefit of the respective successors and assigns of Maker and Payee.

9. SEVERABILITY: Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note, it being the parties' intention that each and every provision of this Note be enforced to the fullest extent permitted by applicable law.

10. AMENDMENTS: This Note may be amended only by a written agreement signed by the parties.

11. GOVERNING LAW: This Note shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflicts of laws principals.

12. HEADINGS: Section headings used in this Note are for convenience of reference only and are not part of this Note for any other purpose.

13. PLACE OF EXECUTION: This Note was executed by the Maker in _____ County, Ohio.

WARNING - BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

The undersigned acknowledges that this Note was signed in _____ County in the State of Ohio.

Signature

Date

Print Name

Social Security Number

DOB

Street Address

City, State, Zip Code

Phone Number

Employer

Employee Phone Number