

PROMISSORY NOTE

\$50,000.00

FOR VALUE RECEIVED, the **Sean Terrill and Sylvia Chan, both not married** (hereinafter jointly referred to as the “Maker”) promises to pay to **Ben Holdings LLC, a Florida limited liability company**, whose address is 615 Cape Coral Parkway, West Cape Coral, FL 33914 (hereinafter jointly referred to as the “Holder”), or order the principal sum of **\$50,000.00** in legal tender of the United States, which shall not accrue interest. The principal sum, as defined herein, shall be paid to the Holder on or before **September 1, 2028** (“Due Date”).

Each Maker shall be jointly and severally liable for this Note.

The Maker hereby agrees to make monthly payments **\$750.00** per month (“Monthly Payment”) during the term of this loan commencing on **April 1, 2023**, and make subsequent monthly payments due on the 1st day of each month thereafter until the Due Date, at which time the entire principal balance, plus any unpaid interest, and other charges, if any, shall be immediately due and payable in a lump sum balloon payment to Holder.

If any payment is not made by the Due Date, then a late fee equal to 10% of the Monthly Payment shall be assessed. All Monthly Payments shall be payable at the office of Holder or at any such other place as the Holder hereof may designate in writing, in one final installment consisting of all remaining principal and interest accrued thereon plus any other outstanding amounts due and payable no later than the Due Date in certified or cash funds.

If fulfillment of any provision hereof or any transaction related hereto or to any indebtedness secured hereby, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provisions herein contained operate or would prospectively operate to invalidate this Note in whole or in part, then such clause or provision only shall be held for naught, as though not herein contained, and the remainder of this Note shall remain operative and in full force and effect.

Maker shall have the right to prepay the principal balance in whole or part at any time. Any partial prepayment shall be applied first against accrued interest, if any, then to the principal balance.

And each of the undersigned, whether principal, surety, guarantor, endorser, or other party, severally waives and renounces each for himself and family, any and all homestead and exemption rights either of us, or the family of either of us, may have under or by virtue of the laws of the State of Ohio, or any other State, or the United States, as against this debt or any renewal or extension thereof, and further waives demand, protest, presentment, notice of demand, protest and non-payment.

This Promissory Note shall be secured by a mortgage lien against the real property located at **11701 Saywell Ave., Cleveland, OH 44108, PP# 110-25-017 (“Property”)**, executed by Maker for the benefit of Holder.

This note shall be governed by and construed in accordance with the laws of the State of Ohio. If any provision of this note or the application hereof to any person or any circumstance shall, for any

reason and to any extent, be invalid or unenforceable, neither the remainder of this note nor the application of such provision to any other person or circumstance shall be affected thereby, but rather the same shall be enforced to the greatest extent permitted by the law.

If default is made in the payment of this Note and it is placed in the hands of an attorney for collection, or collected through probate, reorganization or bankruptcy proceedings, or if suit is brought on this note, the undersigned agrees to pay reasonable attorneys' fees and all costs and expenses of collection in addition to all other amounts owing hereunder.

If any provision of this note or the application hereof to any person or any circumstance shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this note nor the application of such provision to any other person or circumstance shall be affected thereby, but rather the same shall be enforced to the greatest extent permitted by the law.

The undersigned hereby represents and agrees by reason of the purpose of this Note that the transaction evidenced hereby does not constitute a "Consumer Loan" or a "Consumer Transaction" as defined under Ohio Revised Statutes.

IN WITNESS WHEREOF, the undersigned Maker has executed this Note this 7th Day of March 2023.

Maker:

Sean Terrill

Sylvia Chan

Prepared by:
David A. Streeter, Jr., Esq.
10883 Pearl Rd., Strongsville, OH 44136