

PROMISSORY NOTE

PN Number : \_\_\_\_\_  
Place of execution : \_\_\_\_\_

Date of Execution : \_\_\_\_\_  
Maturity date : \_\_\_\_\_

For value received, I / We, the undersigned borrower and co-makers, hereby jointly and severally, promise to pay to **MR. YU FINANCE CORPORATION**, at its office at MYFC Building, A.C. Cortes Avenue, Looc, Mandaue City, Cebu, Philippines, the sum of \_\_\_\_\_ PESOS, (Php \_\_\_\_\_), Philippine Currency, with interest thereon at the rate of ( \_\_\_\_\_ percent, ( \_\_\_\_\_ %) per annum fully paid as follows:

PRINCIPAL :

INTEREST :

In the event of non-payment of any of the instalment as it falls due, the undersigned hereby agree to pay a three percent (3%) surcharge per month which shall be based on the unpaid interest and principal.

In case of non-payment of this Note or the Loan or any portion thereof when they become due and payable and/or upon its maturity, the whole sum outstanding and unpaid under this Note shall thereupon become immediately due and payable without need of demand or notice to the undersigned. If this Note remains unpaid upon maturity, the undersigned agrees to pay Past due interest of \_\_\_\_\_ ( \_\_\_\_\_ %) percent per month based on the outstanding balance of Penalty, Interest, and Principal and a past due penalty at the rate of three (3%) percent per month based on the outstanding balance of Penalty, Interest, and Principal. This shall be in addition to the surcharge mentioned in the next preceding paragraph.

In the foregoing instance, the Corporation is hereby authorized, at its option, and without notice, to set-off or apply to the payment of any amount due and outstanding under this Note, any and all moneys which may come into its possession by way of deposit or any other manner, belonging to the undersigned. In the case of property other than money, the undersigned hereby irrevocably appoints the Corporation as attorney-in-fact of the undersigned to sell or dispose of any property of the undersigned, which may be in the Corporation's possession, by public or private sale, and to apply the net proceeds thereof (after deducting the amounts for taxes, fees, and other related expenses) to the payment of this Note and all obligations hereunder. The undersigned shall pay the deficiency, if any, upon demand. It is understood, however, that the Corporation has no obligation to carry out this authority.

The above provision shall likewise be applicable in the event of bankruptcy, insolvency, receivership, levy on execution, garnishment or attachment, or in case of conviction for criminal offense by final judgement carrying with it the penalty of civil interdiction affecting any or all of the undersigned, or in any of the cases covered by Article 1198 of the Civil Code of the Philippines.

The undersigned and all endorsers, sureties, co-makers and guarantors hereof hereby jointly and severally waive presentment for payment, demand, notice of non-payment, notice of protest of this note, and all endorsers, sureties, co-makers and guarantors hereof consent to any and all extensions of time, renewals, waivers or modifications that may be granted by the Corporation with respect to the payment or other provisions of this Note, and decree that additional makers, endorsers, guarantors, co-makers or sureties may become parties hereto without notice to them or without affecting their liability hereunder.

The Corporation shall not by any act of omission or commission be deemed to waive any of its rights or remedies hereunder unless such waiver be in writing and signed by the Corporation and then only to the extent specifically set forth therein; a waiver on one event shall not be construed as continuing or as a bar to or waiver of such right or remedy on a subsequent event.

In case of an extraordinary inflation or deflation of currency stipulated should supervene, the undersigned waives the right to Article 1250 of the Civil Code of the Philippines.

In the event that the Corporation shall require the services of a lawyer to enforce collection of this Note or any obligation herein, the undersigned shall pay the Corporation the sum equivalent to 25% of the amount due but in no case less than Five Thousand Pesos (P 5,000.00) as attorney's fees, plus costs of suit and other judicial or extra-judicial expenses. The undersigned shall also pay the Corporation all costs and expenses for collection, whether or not the services of a lawyer are engaged or court action is instituted. The undersigned hereby expressly submit to the jurisdiction of the proper courts of the City of Cebu or Province of Cebu or of the place of execution of this Note as the case may be, at the option of the Corporation, in the event of litigation arising herewith. This is to the exclusion of all other courts.

In case of judicial execution of this Note or any part of it, the undersigned hereby waive all rights to seek exemption from said execution of properties exempt from execution under the provisions of Rule 39, Section 12 of the Rules of Court, and other related provisions of existing laws, rules and regulations.

The undersigned agree that should any of the stipulations herein be held invalid, the legality and enforceability of the remaining stipulations shall not in any way be affected or impaired.

This Note shall be binding upon the undersigned, and the latter's heirs, assigns, executors and / or successor-in-interest.

The liability of each of the undersigned shall be absolute and unconditional and without regard to the liability of any of the other party/ies hereto.

DEMAND AND DISHONOR WAIVED. Holder may accept partial payment reserving his right of recourse against each and /or all endorsers.

This Promissory Note is secured by:

\_\_\_\_\_  
Signature of Borrower over printed name

\_\_\_\_\_  
Signature of Co-maker over printed name

\_\_\_\_\_  
Signature of Co-maker over printed name

WITH MY MARITAL CONSENT

\_\_\_\_\_  
Signature of Co-maker over printed name

\_\_\_\_\_  
Signature of Co-maker over printed name

\_\_\_\_\_  
Signature of Spouse over printed name

SIGNED IN THE PRESENC OF:

\_\_\_\_\_  
Witness (Signature over Printed Name)

\_\_\_\_\_  
Witness (Signature over printed name)