## VEHICLE PAYMENT AGREEMENT

I. THE PARTIES. This Vehicle Payment Agreement ("Agreement") dated December 20, 2022, is by and between:

Creditor: Tim and Jessica Byrne, with a mailing address of 730 Churchill Ln, Oswego, IL 60543 ("Creditor"), and

Debtor: Aidan Byrne, with a mailing address of 730 Churchill Ln, Oswego, IL 60543 ("Debtor").

HEREINAFTER, the Debtor and Creditor ("Parties") agrees to the following:

**II. BALANCE**. At the time of this Agreement, the Debtor owes the Creditor the amount of seven thousand and ten dollars (\$7,010) ("Current Balance") for the following vehicle:

Make: Buick

Model: LeSabre

Body-Type: Sedan

Year: 2002

Color: Grey

Odometer: 58,453 miles

Vehicle Identification Number (VIN): 1G4HP54K124177767

**III. DISCOUNTED BALANCE**. In consideration of the Debtor's faith to repay the Current Balance in this Agreement, the Creditor agrees to:

The Debtor shall only be obligated to pay the discounted amount of six thousand and ten dollars (\$6010) ("Amount Owed"). If the Debtor should default under any of the terms of this Agreement, the Debtor shall owe the Creditor the Current Balance.

- **IV. REPAYMENT PLAN**. To satisfy the Amount Owed, the Debtor agrees to repay the Creditor under the following terms:
  - a.) Down-Payment. The Debtor shall pay a down-payment of \$600.
  - b.) Interest Rate. The Amount Owed shall not bear interest.
  - c.) Repayment Period (42 months). The Debtor shall re-pay the Creditor on a monthly basis beginning on January 1, 2023, in the amount of \$128.80 to be paid on the 1st of every month ending on June 1, 2026, or when the Amount Owed is paid-in-full.
- V. LATE PAYMENT. Any partial or late payment under this Agreement shall not be allowed and consider the Debtor in default.
- VI. PREPAYMENT. The Debtor may pre-pay the Amount Owed without penalty.
- **VII. DEFAULT.** If for any reason the Debtor should not oblige to any section or portion of this Agreement, the Debtor shall be considered in default. Under such an event, the remaining balance of the Amount Owed shall be due within five (5) business days with the Debtor liable to pay all reasonable attorney's fees and costs of collection of the Creditor. In addition, the Creditor may reclaim any property or goods in connection with the Amount Owed, hold and dispose of

the same, and collect expenses, together with any deficiency due from the Debtor, subject to the Debtor's right to redeem said items pursuant to law.

VIII. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois ("Governing Law").

IX. SEVERABILITY. The unenforceability or invalidity of any clause in this Agreement shall not have an impact on the enforceability or validity of any other clause. Any unenforceable or invalid clause shall be regarded as removed from this Agreement to the extent of its unenforceability and invalidity. Therefore, this Agreement shall be interpreted and enforced as if it did not contain the said clause to the extent of its unenforceability and invalidity.

X. ENTIRE AGREEMENT. This Agreement contains all the terms agreed to by the Debtor and Creditor relating to its subject matter, including any attachments or addendums. This Agreement replaces all previous discussions, understandings, and oral agreements.

| IN WITNESS WHEREOF, the Parties have executed this dates written below. | s Agreement as of the undersigned |
|---|-----------------------------------|
|   | Date: 12/20/2022                  |
| Debtor's Signature:   | Date: 12/20/2002                  |
| Print: Aidan Byrne  |                                   |
| Creditor's Signature: Lessica Bymo                                      | Date: 12 20 22                    |
| Print: Jessica Byrne  |                                   |
| Creditor's Signature:   |                                   |
| Print: TIM BYRNS  |                                   |