

**PROMISSORY NOTE**

**Amount Owed: \$75.00**      **Amarillo, Texas**      **Date: \_\_\_\_\_, 20\_\_**

WHEREAS, the undersigned Promissor/Maker has elected to appeal an administrative determination of civil liability in a photographic traffic signal enforcement (City of Amarillo Red Light Notice of Violation, No. \_\_\_\_\_); and,

WHEREAS, Amarillo Municipal Code of Ordinances, Section 16-3-383, requires such an appeal to be perfected by providing a bond or promissory note in the amount of the assessed penalty and with certain other provisions;

NOW THEREFORE, in compliance with the referenced ordinance, the undersigned Promissor/Maker, as principal debtor, hereby promises to pay to the order of the City of Amarillo, Texas, Municipal Court at 201 Se 4th Ave., Amarillo, Texas 79101, the sum of SEVENTY-FIVE dollars (\$75.00), in legal and lawful money of the United States of America, payable as follows: in the event the Amarillo Municipal Court affirms the administrative determination of civil liability in the above described appeal, then the face amount of this note shall be immediately due and payable in one installment upon that same day the judgment is entered.

In the event this Note, or any part hereof, is collected through Probate, Bankruptcy or any other judicial proceeding by the city attorney or other attorney or is placed in the hands of such an attorney for collection after maturity, then the Promissor/Maker agrees and promise(s) to pay a reasonable attorney's fee for collection, which in no event will be less than \$150.00, plus court costs. In the event that payment due under this Note is not made within ten (10) days of the time set forth herein, Promissor/Maker shall pay an additional late fee in the amount of ten percent (10%) of said payment. It is expressly provided that upon default in the punctual payment of this Note or any part thereof, when the same becomes due and payable, the entire indebtedness evidenced hereby will be matured. This Note may be prepaid in whole or in part at any time without premium or penalty. No modification or waiver of any of the terms of this Note shall be allowed. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature. In the event that any portion of this Note is deemed unenforceable, all other provisions of this Note shall remain in full force and effect. All terms and conditions of this Note shall be interpreted under the laws of Texas with venue in Potter County, Texas. **The Promissor/Maker of this Note expressly waives all notices, demands for payment, presentations for payment, notices of intention to accelerate the maturity, protest and notice of protest, as to this Note and payment hereof.**

**PROMISSOR/MAKER**

Name (print): \_\_\_\_\_

By (signature): \_\_\_\_\_

(If a business entity, then state title or office): \_\_\_\_\_

Address: \_\_\_\_\_

**THE STATE OF \_\_\_\_\_ §**  
**COUNTY OF \_\_\_\_\_ §**

Signed before me by the said \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Notary Public in and for the  
State of \_\_\_\_\_