

Personal Loan Agreement

Date: _____

PARTIES. This personal loan agreement is made by and between _____ (hereinafter referred to as "Borrower"), whose mailing address is _____, _____, _____, and _____ (hereinafter referred to as "Lender"), whose mailing address is _____, _____, _____, _____.

HEREINAFTER, the Borrower and Lender ("Parties") agree to the following:

LOAN AMOUNT: _____ dollars (\$) (\$ _____)

PAYMENT. This Agreement (hereinafter referred to as "Note") shall be due and payable, including the principal and interest, in any of the following ways:

- On a weekly basis starting on _____, which shall continue every thirty (30) days until the balance is paid.
- On a monthly basis starting on _____, which shall continue every seven (7) days until the balance is paid.
- Other payment terms: _____

All payments from the Borrower shall be applied first to accrued interests and then to the principal. The total loan amount shall be due and payable on or before _____

INTEREST. This Note shall,

- Have an interest rate of _____ percent (_____ %), which shall compound annually. The interest rate shall be equal to the rate allowed by the usury laws of the Borrower's state.
- Will not have an interest applied to the principal amount.

PAYMENT INSTRUCTIONS. The Borrower shall pay the Lender in under the following instructions:

LATE FEE. If any payment is _____ day(s) late, the Lender shall: (check one)

- Charge a late fee of \$ _____
- Shall not charge a late fee.

SECURITY. (check the applicable items)

-**UNSECURED**-There is no security required in this Note

-**SECURED**-The Property described as _____ at _____, _____, _____ (hereinafter known as the "Security") shall "immediately" be transferred under the ownership and possession of the Lender. The Security shall not be sold or transferred without the Lender's consent until the Due Date. Should the Borrower breach this provision, the Lender may declare all sums due under this Note immediately due and payable unless prohibited by law.

The Lender shall have the sole-option to accept the Security as full-payment for the money owed without further liabilities or obligations. If the market value of the Security does not exceed the borrowed amount, the Borrower will remain liable for the balance due while accruing interest at the rate allowed by law.

PREPAYMENT. The Borrower shall be allowed to pay the loan, it's principal and interest, in advance without further obligations or penalties.

REMEDIES. No delays or omissions on the part of this Note's holder, in exercising any right hereunder, shall be construed or operate as a waiver of such a right. Nor shall any delay, omission, or waiver in any respect shall bar or excuse the same or any other right on any future occasion. The rights and remedies of the Lender shall be cumulative and can be pursued singly, successively, or together, to the sole discretion of the Lender.

ACCELERATION. In the event the Borrower fails to pay any part of the Principal and Interest when it is due, the Lender shall have the right to declare this Note immediately due and payable, in addition to any remedies and rights accorded herein, as a sole and exclusive option.

SUBORDINATION. The Borrower's obligations under this Note shall be subordinated to all indebtedness, if any, by the Borrower, to any unrelated third party lender to the extent such indebtedness is outstanding on the date of this Note. Such subordination is required under the loan documents providing for such indebtedness.

WAIVERS BY BORROWER. All Parties to this Note including any sureties, endorsers, and guarantors hereby waive any protests, presentments, notices of dishonor, and notices of acceleration of maturity. All Parties hereby agree to continue to remain bound for the payment of principal, interest and all other sums due under this Note, including any changes by way of release, surrender, exchange, modification or substitution of any security for this Note or by way of any extension or extensions of time for the payment of principal and interest; and all such parties waive all and every kind of notice of such change or changes and agree that the same may be made without notice or consent of any of them.

EXPENSES. Should payment under this Note is not paid when due, the Borrower agrees to pay the Lender, in addition to the principal and interest hereunder, reasonable attorneys' fees not exceeding a sum equal to the maximum usury rate in the State of _____, of the then outstanding balance owing on the Note, plus all other reasonable expenses incurred by Lender in exercising any of its rights and remedies upon default.

GOVERNING LAW. This Note shall be governed and construed in accordance with the laws of the state of _____.

SUCCESSORS. All of the provisions; terms and conditions under this Note constitute a promise of the Borrower and shall bind Borrower and Borrower's successors, heirs, and assigns. The Lender may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the holder of this Note.

IN WITNESS WHEREOF, the Borrower has executed this Note as of the day and year written above.

NAME OF BORROWER

NAME OF LENDER

NAME OF WITNESS