

Promissory Note

On _____, (hereinafter referred to as the "Start Date"), _____ (hereinafter referred to as "Borrower"), whose mailing address is _____, _____, _____, has received and promises to pay back _____ (hereinafter referred to as "Lender"), whose mailing address is _____, _____, _____, the principal amount of _____ dollars (\$) (\$____) with an accruing interest rate of ____% per annum, which commences on the Start Date, in the following manner:

1. PAYMENTS. The full balance of this note, together with interest and late fees, shall be due and payable on _____ (hereinafter referred to as "Due Date").

A. INSTALLMENTS. (check the applicable items)

___ **LUMP SUM** - Payment of a lump sum amount, principal and interest, of _____ dollars (\$) by Due Date.

For installments, Payment of principal and interest in the amount of _____ dollars (\$____)

- weekly
- monthly
- quarterly

B. LATE FEE. A late fee of \$____ dollars will be charged if the lender doesn't receive the installment, principal, and interest, in Due Date.

2. SECURITY. check the applicable items

___ UNSECURED

___ SECURED

The Property described as _____ at _____, _____, _____ (hereinafter known as the "Security") shall be transferred to the ownership and possession of the Lender IMMEDIATELY. The Security may 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 Money, the Borrower shall remain liable for the balance due while accruing interest at the rate allowed by law.

3. INTEREST DUE IN THE EVENT OF DEFAULT. Interest shall accrue on the principal, at the maximum rate allowed by law, should the Borrower fails to pay the Note in full on Due Date.

4. ALLOCATION OF PAYMENTS. Payments shall be first credited to any late fees due, then to any interest due, before it will be credited to the principal amount.

5. PREPAYMENT. The Borrower can pay this note in advance without penalty and additional obligation.

6. ACCELERATION. If the Borrower defaults under this note or in any of its provisions and is not remedied within the minimum time period allowed by law after receipt of written notice, the Lender may declare any outstanding sums immediately due and payable. This provision also includes the right of possession of any Security attached, as described in section 2.

7. ATTORNEYS' FEES AND COSTS. If Lender or Borrower sues to enforce this Note or obtain a declaration of its rights hereunder, the prevailing party shall be entitled the right to recover its reasonable attorneys' fees and costs from the non-prevailing party.

8. WAIVER OF PRESENTMENTS. The Borrower waives presentment for payment, a notice of dishonor, protest, and a notice of protest.

9. NON-WAIVER. Delays and failure by the Lender in exercising his rights under this Note shall not be construed as a waiver of such rights.

10. SEVERABILITY. Should any provision in this Note be deemed void and unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

11. INTEGRATION. No verbal or other agreements shall modify, alter, or affect the terms of this Note. The Note can only be amended or modified in writing, signed by the Borrower and Lender.

12. CONFLICTING TERMS. The terms in this note shall control any conflicting provisions from any referenced document.

13. NOTICE. Any notices required or permitted under this Note shall be in made writing and delivered (1) in person or (2) by electronic or certified mail, with return receipt requested, which shall be sent to the addresses listed below.

Borrower:

Lender:

14. CO-SIGNER. (check the applicable items)

This Note shall have not a Co-Signer.

This Note shall have a Co-Signer known as _____ (hereinafter known as "Co-Signer").

The Co-Signer agrees on the liabilities and obligations under this, on behalf of the Borrower. The Co-Signer also agrees to be personally liable and guarantees the payment of the principal, accrued interest, and late fees under this Note, should the borrower fail to pay such indebtedness.

15. EXECUTION. The Borrower executes this Note as a Principal and not as a surety. If there is a Co-Signer, both the Borrower and Co-Signer shall be jointly and severally liable under this Note.

16. GOVERNING LAW. This Note shall be construed and governed by the laws of the State of _____.

BORROWER

LENDER

WITNESS