

# LOAN AGREEMENT

## DATE OF COMMENCEMENT:

This Loan Agreement will become effective on: \_\_\_\_/\_\_\_\_/20\_\_

## PARTIES:

This Loan Agreement is undertaken by:

- **THE BORROWER:** The sum of this loan agreement is received by \_\_\_\_\_ (referred to hereinafter as “the Borrower”), with the mailing address of \_\_\_\_\_, in the City of \_\_\_\_\_, in the State of \_\_\_\_\_.

AND

- **THE LENDER:** The Borrower agrees to pay \_\_\_\_\_ (referred to hereinafter as the “the Lender”), with the mailing address of \_\_\_\_\_, in the City of \_\_\_\_\_, in the State of \_\_\_\_\_.

## LOAN AMOUNT:

The sum loaned by the Lender to the Borrower will be: \_\_\_\_\_ Dollars  
(\$\_\_\_\_\_)

## TERMS AND CONDITIONS:

The parties above agree to observe and be legally bound by the following terms:

1. **PAYMENTS:** This Loan Agreement, which covers the entirety of the principal sum and any interest accrued, will be due and payable via the method specified below:

- Single payment:** - The loan, any unpaid interest, and all other charges and fees are due either:
  - On the demand of the lender
  - On or before \_\_\_\_/\_\_\_\_/20\_\_
- Weekly installments** of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) beginning on \_\_\_\_/\_\_\_\_/20\_\_ and continuing every 7 days until the entire balance is paid in full.
- Monthly installments** of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) beginning on \_\_\_\_/\_\_\_\_/20\_\_ and continuing every month until the entire balance is paid in full.

- Quarterly installments** of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) beginning on the \_\_\_\_ day of each quarter and continuing every quarter until the entire balance is paid in full.
- Other: \_\_\_\_\_

**2. INTEREST:** (Check one of the options below)

- This Loan Agreement bears interest at a rate of \_\_\_\_\_ percent (\_\_\_\_\_% ) compounded annually. This must be equal to or less than the maximum usury rate in the Borrower's State.
- This Loan Agreement does NOT bear interest.

**3. SECURITY:** (Check one of the options below)

- This Loan Agreement is secured by collateral owned by the Borrower. Until the principal and interest have been fully repaid, this Loan will be secured by \_\_\_\_\_, of which the Borrower grants a security interest to the Lender.
- This Loan Agreement is NOT secured by collateral.

**4. GUARANTY:** (Check one of the options below)

- This Loan Agreement is guaranteed by \_\_\_\_\_ (referred to hereinafter as "the Guarantor"), with the mailing address \_\_\_\_\_, in the City of \_\_\_\_\_, in the State of \_\_\_\_\_.
- There is NO Guarantor of this Loan Agreement.

**5. LATE FEE:** (Check one of the options below)

- There is a late fee in this Loan Agreement. If the Borrower does not make a payment within \_\_\_\_\_ days of the contractual due date. Under this provision, the Borrower agrees to pay the Lender a late fee of \_\_\_\_\_ % of the amount due at the time of the missed payment.
- There is NO late fee in this Loan Agreement.

**6. PREPAYMENT:** (Check one of the options below)

- The Borrower of this Loan Agreement may pay back the loan in full or make additional payments at any time without incurring a penalty.
- The Borrower will incur a surcharge of \_\_\_\_\_% of the amount paid in surplus to the agreed payment schedule.

**7. EVENTS OF ACCELERATION:** If any of the following events occur, this will constitute an “Event of Acceleration” under this Loan Agreement:

- a. The Borrower fails to pay any part of the principal or interest when it is due under the terms of this Loan Agreement; or
- b. The Borrower becomes insolvent or refuses to pay any debts when they become due.

**8. ACCELERATION:** If one of the Events of Acceleration above occurs, the Lender can, at their sole and exclusive option, declare this Loan Agreement immediately due and payable.

**9. REMEDIES:** The Lender has the right to remedy any breach of this Loan Agreement. Delays or omissions in exercising the rights granted under this Agreement by the lender do NOT constitute a waiver of these rights. Additionally, no omission, waiver, or delay may invalidate any of the stated terms, nor shall they restrict the Lender from enforcing this Agreement. The Lender’s rights and remedies shall be cumulative and can be pursued singly, successively, or together at their sole discretion.

**10. REMEDIES:** The Lender has the right to remedy any breach of this Loan Agreement. Delays or omissions in exercising the rights granted under this Agreement by the lender do NOT constitute a waiver of these rights. Additionally, no omission, waiver, or delay may invalidate any of the stated terms, nor shall they restrict the Lender from enforcing this Agreement. The Lender’s rights and remedies shall be cumulative and can be pursued singly, successively, or together at their sole discretion.

**11. SUBORDINATION:** The Borrower’s obligations under this Loan Agreement supersede and subordinate all other indebtedness, if any, of the Borrower, to any unrelated third party lender.

**12. WAIVERS:** The Lender cannot be deemed to have waived any rights provided under this Loan Agreement unless they are provided in writing. This shall not, however, be construed as a future waiver of said rights or any other covered by these terms and conditions.

**13. LEGAL EXPENSES:** In the event, any payment made under this Loan Agreement is not paid when due, the Borrower agrees to pay, in addition to the principal and interest owed, reasonable attorneys' fees. The amount of these expenses shall NOT exceed the maximum usury rate in the State of \_\_\_\_\_ upon the outstanding balance owed by the Borrower under this Loan Agreement. This sum shall be added to any other reasonable expenses the Lender has incurred in exercising their rights and remedies upon default by the Borrower.

**14. GOVERNING LAW:** This Loan Agreement shall be governed by, and construed in accordance with, the laws of the State of \_\_\_\_\_.

**15. SUCCESSORS:** This Loan Agreement binds the Borrower and the Borrower's successors, heirs, and assigns, however, the Lender may not assign any of their rights or delegate any of its obligations without the prior written consent of the holder of this Agreement.

**PARTY SIGNATURES:**

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

**Lender's Signature** \_\_\_\_\_

**Date** \_\_\_\_/\_\_\_\_/\_\_\_\_

Print Name \_\_\_\_\_

**Borrower's Signature** \_\_\_\_\_

**Date** \_\_\_\_/\_\_\_\_/\_\_\_\_

Print Name \_\_\_\_\_

**Co-Signer Signature** \_\_\_\_\_

**Date** \_\_\_\_/\_\_\_\_/\_\_\_\_

Print Name \_\_\_\_\_

**Witness Signature** \_\_\_\_\_

**Date** \_\_\_\_/\_\_\_\_/\_\_\_\_

Print Name \_\_\_\_\_