

# LOAN AGREEMENT TEMPLATE

This Loan Agreement ("Agreement") is made and entered into as of the

\_\_\_\_\_ day of \_\_\_\_\_ ,  
20\_\_, by and between:

Lender:

Name: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Borrower:

Name: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

## 1. LOAN AMOUNT AND TERMS

The Lender agrees to lend to the Borrower, and the Borrower agrees to borrow from the Lender, the principal sum of \$ \_\_\_\_\_ ("Loan Amount"), subject to the terms and conditions set forth in this Agreement. The Loan Amount shall be disbursed to the Borrower on or before \_\_\_\_\_ .

## 2. INTEREST RATE

The Loan Amount shall bear interest at the rate of \_\_\_\_\_ % per annum, calculated on the basis of a 365-day year.

### 3. REPAYMENT TERMS

The Borrower shall repay the Loan Amount, together with all accrued interest, in monthly installments of \$ \_\_\_\_\_, commencing on \_\_\_\_\_ and continuing on the \_\_\_\_\_ day of each month thereafter until the Loan Amount and all accrued interest are paid in full.

### 4. PREPAYMENT

The Borrower may prepay the Loan Amount in whole or in part at any time without penalty. Any prepayment shall first be applied to accrued interest and then to the principal balance.

### 5. DEFAULT

In the event of default by the Borrower, including failure to make any payment when due, the Lender may declare the entire outstanding principal and accrued interest immediately due and payable. The Borrower shall be liable for all costs of collection, including reasonable attorney's fees. Default shall also include the Borrower's insolvency, bankruptcy, or any assignment for the benefit of creditors.

### 6. SECURITY INTEREST

As security for the Loan Amount, the Borrower hereby grants to the Lender a security interest in the following collateral: \_\_\_\_\_. The Borrower agrees to execute any necessary documents to perfect the Lender's security interest.

### 7. REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants that they have the authority to enter into this Agreement and that the execution and performance of this Agreement will not violate any other agreement to which the Borrower is a party.

### 8. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_ . Any legal action or proceeding arising under this Agreement shall be brought exclusively in the courts located in \_\_\_\_\_ County, State of \_\_\_\_\_ .

#### 9. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

#### 10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings, whether written or oral, relating to the subject matter hereof.

#### 11. AMENDMENTS

This Agreement may be amended only by a written instrument executed by both the Lender and the Borrower.

#### 12. NOTICES

Any notice required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, sent by certified mail, return receipt requested, or sent by a recognized overnight courier service, to the addresses set forth above.

#### 13. TERMINATION

This Agreement shall terminate upon the full repayment of the Loan Amount and all accrued interest.

#### 14. WAIVER

No waiver by either party of any breach of this Agreement shall be deemed a waiver of any preceding or subsequent breach. No waiver shall be effective unless in writing and signed by the

party waiving its rights.

IN WITNESS WHEREOF, the parties hereto have executed this Loan Agreement as of the date first above written.

Lender:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

Borrower:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

Witness:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

Notary Public:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

My Commission Expires: \_\_\_\_\_