LOAN AGREEMENT

THIS LOAN AGREEMENT ("Agreement") is made and entered into as of the _______ day of ___________**, 20__** (the "Effective Date"), by and between:

PARTIES:

1. **THE BORROWER**: ___________________________, an individual with the principal address at ___________________________, in the City of ________________, State of ________________ (hereinafter referred to as "Borrower").
2. **THE LENDER**: ___________________________, an individual/entity with the principal address at ___________________________, in the City of ________________, State of ________________ (hereinafter referred to as "Lender").

RECITALS:

WHEREAS, the Borrower has requested a loan from the Lender, and the Lender has agreed to extend a loan to the Borrower under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. LOAN AMOUNT AND DISBURSEMENT:

1.1 **Loan Amount**: The Lender agrees to loan the Borrower the sum of _____________________ Dollars ($__________), (the "Loan Amount").

1.2 **Disbursement**: The Loan Amount shall be disbursed to the Borrower by wire transfer to the Borrower's designated account, or by check, at the sole discretion of the Lender, within _______ business days following the execution of this Agreement and completion of all necessary formalities.

2. TERMS OF REPAYMENT:

2.1 **Repayment Schedule**: The Borrower agrees to repay the Loan Amount, together with any applicable interest, according to the following repayment schedule:

- ☐ **Single Payment**: The entire outstanding Loan Amount, plus accrued interest and any fees, shall be paid in full on or before ___**/**_____**/20**__
- ☐ **Installment Payments**:
    - ☐ **Weekly Installments**: Weekly payments of ________ Dollars ($__________) beginning on ___**/**_____**/20**__ and continuing each week until the loan is paid in full.
    - ☐ **Monthly Installments**: Monthly payments of ________ Dollars ($__________) beginning on ___**/**_____**/20**__ and continuing on the same day of each subsequent month until the loan is paid in full.
    - ☐ **Quarterly Installments**: Quarterly payments of ________ Dollars ($__________) beginning on the _______ day of each quarter until the loan is paid in full.

2.2 **Prepayment**: The Borrower may, at any time, prepay the Loan Amount or any part thereof without penalty. However, any prepayment made will not reduce the amount of subsequent payments unless otherwise agreed in writing by the Lender.

3. INTEREST RATE AND FEES:

3.1 **Interest Rate**: The Loan shall bear interest at the rate of _____________ percent (____%) per annum, compounded _________________ (annually/quarterly/monthly). This rate shall not exceed the maximum legal interest rate permitted by the laws of the State of ___________________.

3.2 **Late Fees**: If any payment is not received within _______ days after the due date, the Borrower agrees to pay a late fee of _______ percent (____%) of the overdue amount.

3.3 **Other Fees**: Any additional costs incurred by the Lender due to the Borrower's default (e.g., legal fees, collection costs) shall be payable by the Borrower in addition to the Loan Amount and interest.

4. SECURITY AND COLLATERAL:

4.1 **Secured Loan**: This loan is secured by the following collateral: _____________________________ (the "Collateral"). The Borrower grants the Lender a security interest in the Collateral to secure the Loan.

4.2 **Release of Collateral**: Upon full repayment of the Loan, including any interest and fees, the Lender shall release the security interest in the Collateral and return it to the Borrower.

4.3 **Default on Collateral**: In the event the Borrower defaults on any payment or breaches any term of this Agreement, the Lender may, at their discretion, take possession of the Collateral and liquidate it to satisfy the outstanding Loan balance.

5. GUARANTOR:

5.1 **Guaranty**: This Loan Agreement is guaranteed by ___________________________ (the "Guarantor"), whose address is ___________________________, in the City of _____________, State of _________________.

5.2 **Liability of Guarantor**: The Guarantor shall be jointly and severally liable for all amounts due under this Agreement, including principal, interest, and any associated costs, in the event that the Borrower fails to make the required payments.

6. ACCELERATION CLAUSE:

6.1 **Event of Default**: An Event of Default shall occur upon the occurrence of any of the following:

- Failure of the Borrower to make any payment under this Agreement when due.
- The Borrower's insolvency, bankruptcy, or the filing of any bankruptcy petition involving the Borrower.
- The Borrower's failure to provide requested financial information or documents.
- The Borrower's material breach of any other term or condition of this Agreement.

6.2 **Acceleration**: Upon the occurrence of an Event of Default, the Lender may, at their discretion, declare the entire Loan Amount, including any accrued interest and fees, immediately due and payable, and the Borrower shall pay the full outstanding balance upon demand.

7. WAIVERS AND REMEDIES:

7.1 **Waiver of Rights**: The failure of the Lender to exercise any of their rights under this Agreement shall not constitute a waiver of those rights in the future.

7.2 **Remedies Upon Default**: In the event of default by the Borrower, the Lender shall have the right to pursue all legal and equitable remedies available, including, but not limited to, the collection of the outstanding balance through court proceedings or the repossession of collateral.

8. GOVERNING LAW:

This Agreement shall be governed by, and construed in accordance with, the laws of the State of ________________________, without regard to its conflict of laws principles.

9. LEGAL EXPENSES:

In the event of a dispute under this Agreement, the Borrower agrees to pay any reasonable attorney's fees and other legal costs incurred by the Lender in enforcing the terms of this Agreement, provided that the amount does not exceed the maximum allowable under the laws of the state of ___________________.

10. ENTIRE AGREEMENT AND AMENDMENTS:

This Agreement constitutes the entire understanding between the parties with respect to the Loan and supersedes all prior agreements, whether written or oral. Any amendments to this Agreement must be in writing and signed by both parties.

11. ASSIGNMENT:

The Borrower may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Lender. The Lender may assign or transfer their rights under this Agreement to any party, at their discretion.

12. SUCCESSORS AND ASSIGNS:

This Agreement shall bind and inure to the benefit of the parties hereto, their respective successors, heirs, and permitted assigns.

SIGNATURES:

IN WITNESS WHEREOF, the parties hereto have executed this Loan Agreement as of the Effective Date.

LENDER'S SIGNATURE:

Signature: ______________________________
Print Name: ____________________________
Date: **//**_____

BORROWER'S SIGNATURE:

Signature: ______________________________
Print Name: ____________________________
Date: //_____

GUARANTOR'S SIGNATURE (if applicable):

Signature: ______________________________
Print Name: ____________________________
Date: //_____