

# PERSONAL LOAN AGREEMENT

This Personal Loan Agreement (this "Agreement") is entered into and made effective as of (the "Effective Date"), by and between [LENDER NAME], a Individual with an address of [LENDER S ADDRESS] ("Lender"), and [BORROWER NAME], a Individual residing in the State of [STATE], with an address of [BORROWER S ADDRESS] ("Borrower"). Lender and Borrower are each a "Party" and together the "Parties."

## Recitals

A. Borrower has requested that Lender make a personal loan to Borrower in the principal amount stated below.

B. Lender is willing to make such loan on the terms and conditions set forth in this Agreement.

C. This is a private, non-commercial loan between individuals (or between an individual and a private lender) and is not made in the ordinary course of any consumer-lending business.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows.

## 1. The Loan

Subject to the terms and conditions of this Agreement, Lender agrees to lend to Borrower, and Borrower agrees to borrow from Lender, the principal sum of \*\*\*\*\* () (the "Loan").

**Disbursement.** Lender shall deliver the Loan proceeds to Borrower on (the "Disbursement Date") by check, wire transfer, ACH, or other mutually agreeable method. Interest shall begin to accrue on the Disbursement Date, not the Effective Date.

**Purpose.** Borrower shall use the proceeds of the Loan solely for the following purpose: [PURPOSE OF LOAN].

## 2. Interest

**Rate.** The outstanding principal balance shall bear interest at the rate of **8% per annum**.

**Day count.** Interest shall be calculated on the basis of actual days elapsed over a year of 365 days.

**Default rate.** Upon the occurrence and during the continuance of any Event of Default, the outstanding balance shall bear interest at **12% per annum**, or the maximum rate permitted by applicable law, whichever is less.

**Usury savings.** In no event shall the interest rate or any other charge under this Agreement exceed the maximum rate permitted by applicable law. Any excess shall be deemed a payment of principal or, at Lender's election, refunded to Borrower.

### 3. Repayment

**Fully amortizing installments.** Borrower shall pay the Loan in equal monthly installments of principal and interest sufficient to fully amortize the Loan over 60 months, beginning on . The final installment shall be due on the 60th month after the Disbursement Date (the "Maturity Date") and shall include all remaining principal and accrued interest.

**Application of payments.** Each payment shall be applied first to accrued and unpaid fees and costs, then to accrued and unpaid interest, and then to outstanding principal.

**Place and manner of payment.** All payments shall be made in lawful money of the United States to Lender at the address set forth above or to such other account as Lender designates in writing.

### 4. Prepayment

**Open prepayment.** Borrower may prepay all or any portion of the outstanding principal balance at any time without premium or penalty. Prepayments shall be applied first to accrued interest and then to principal.

### 5. Late Fee

If any payment is not received by Lender within 10 days after its due date, Borrower shall pay a late fee equal to **5%** of the overdue payment. The late fee is in addition to, and does not limit, Lender's right to collect interest at the Default Rate or exercise any other remedy.

### 6. Events of Default

Each of the following constitutes an "Event of Default":

1. Borrower fails to pay any amount when due and such failure continues for ten (10) days after written notice;
2. Borrower dies, becomes legally incompetent, or files (or has filed against Borrower) a petition in bankruptcy;
3. Any representation made by Borrower in this Agreement proves to have been materially false when made;
4. Borrower breaches any other material obligation under this Agreement and fails to cure within thirty (30) days after written notice.

## 7. Acceleration and Remedies

Upon any Event of Default, Lender may, at its option: (a) declare the entire outstanding balance, together with accrued interest and costs, immediately due and payable; (b) apply the Default Rate; (c) exercise any other remedy available at law or in equity, including setoff; and (d) recover all costs of collection, including reasonable attorneys' fees to the extent provided below.

## 8. Federal Notices

**Servicemembers Civil Relief Act (SCRA) Notice.** If Borrower is or becomes an active-duty member of the U.S. Armed Forces, Borrower may provide written notice to Lender with a copy of military orders, after which the annual interest rate shall be reduced to six percent (6%) per annum for the duration of active duty, as required by 50 U.S.C. §3937. Interest above 6% during active duty shall be **forgiven**, not deferred.

## 10. General Provisions

**Governing Law.** This Agreement shall be governed by the laws of the State of [STATE], without regard to its conflict-of-laws principles.

**Venue.** Any action shall be brought exclusively in the state or federal courts located in [VENUE CITY], [STATE].

**Attorneys' fees.** The prevailing Party in any action to enforce this Agreement shall recover reasonable attorneys' fees and costs.

**Waivers.** Borrower waives presentment, protest, demand, and notice of dishonor. No failure or delay by Lender in exercising any right is a waiver.

**Assignment.** Borrower may not assign this Agreement without Lender's prior written consent. Lender may assign freely.

**Notices.** All notices shall be in writing and delivered by personal delivery, overnight courier, certified mail, or email to the addresses on the signature page.

**Entire Agreement; Amendment.** This Agreement is the entire agreement between the Parties on its subject matter and may be amended only in a writing signed by both Parties.

**Severability.** If any provision is held unenforceable, the remainder shall continue in force; any interest held to exceed the legal maximum shall be reduced to that maximum.

**Counterparts; Electronic Signatures.** This Agreement may be signed in counterparts and by electronic signature under the E-SIGN Act (15 U.S.C. §7001 et seq.).

## Signatures

IN WITNESS WHEREOF, the Parties have executed this Personal Loan Agreement as of the Effective Date.

### Lender

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

### Borrower

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE