**LOAN AGREEMENT**

This Personal Loan Agreement (“Agreement”) is made and entered into on this \_\_\_ day of \_\_\_\_\_\_\_\_\_***, 20***, by and between:

**Lender:**
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Borrower:**
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Collectively referred to as the “Parties.”**

**1. LOAN AMOUNT AND DISBURSEMENT**

The Lender agrees to loan the Borrower the principal sum of **$\_\_\_\_\_\_\_\_\_\_** (the “Loan”), which shall be disbursed to the Borrower on or before the \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_**, 20**.

The Borrower acknowledges receipt of the Loan.

**2. INTEREST RATE**

The Loan shall bear interest at a rate of **\_\_\_\_% per annum** (simple interest) starting from the date of disbursement, unless otherwise specified.

**3. REPAYMENT TERMS**

The Borrower agrees to repay the Loan as follows:

* **Repayment Start Date:** \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_**, 20**
* **Repayment Schedule:** (check one)
☐ Monthly payments of $\_\_\_\_\_\_\_\_ each, due on the \_\_\_ day of each month
☐ Lump sum payment of the entire balance due on \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_**, 20**
☐ Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

All payments shall be applied first to accrued interest and then to the principal.

**4. PAYMENT METHOD**

Payments shall be made via:
☐ Bank Transfer to: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
☐ Cash
☐ Check made payable to the Lender
☐ Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**5. PREPAYMENT**

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

**6. LATE PAYMENT**

If any payment is not made within \_\_\_ days of its due date, the Borrower shall be subject to a late fee of $\_\_\_\_\_\_\_\_\_ or \_\_\_% of the missed payment, whichever is greater.

**7. DEFAULT**

The Borrower shall be in default under this Agreement if:

* Any scheduled payment is more than \_\_\_ days late;
* The Borrower becomes insolvent or files for bankruptcy;
* Any representation made in this Agreement is found to be false or misleading.

Upon default, the Lender may declare the entire remaining Loan balance, including accrued interest, immediately due and payable.

**8. SECURITY (IF APPLICABLE)**

☐ This is an unsecured loan.
☐ This loan is secured by the following collateral:
Description of Collateral: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Location of Collateral: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
The Lender may take possession of the collateral upon default, in accordance with applicable law.

**9. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**10. AMENDMENTS**

Any amendments or modifications to this Agreement must be made in writing and signed by both Parties.

**11. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, or understandings.

**12. SEVERABILITY**

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

**13. WAIVER**

The failure of either Party to enforce any right or provision of this Agreement shall not be deemed a waiver of such right or provision.

**14. SIGNATURES**

IN WITNESS WHEREOF, the Parties have executed this Loan Agreement on the date first written above.

**Lender’s Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Borrower’s Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Witness (optional):** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_