

# Unsecured Promissory Note

Amount Borrowed \$ \_\_\_\_\_ Date: \_\_\_\_\_

FOR VALUE RECEIVED, \_\_\_\_\_ (hereafter, "Maker"), an individual [or type of business entity], promises to pay \_\_\_\_\_, an individual [or type of business entity] (hereafter, "Holder"), at street address of \_\_\_\_\_, city of \_\_\_\_\_ state of \_\_\_\_\_ with a zip code of \_\_\_\_\_, or at such other place as Holder hereof may from time to time designate in writing, the principal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), with interest accruing on the unpaid principal at the rate of \_\_\_\_\_ percent (\_\_\_\_%) per annum from \_\_\_\_\_, 20\_\_\_\_ until paid. The aforementioned principal sum represents monies owed to \_\_\_\_\_ for \_\_\_\_\_.

Principal and interest are payable in monthly installments due on or before the \_\_\_\_\_ (\_\_\_\_) day of each month until paid in full, with the first such payment to be made on or before \_\_\_\_\_, 20\_\_\_\_. In no event shall interest exceed the maximum amount permitted by law. Any amount collected in excess of the maximum legal rate shall be applied to reduce the principal balance.

This Promissory Note may, in whole or in part, be prepaid without penalty before the maturity date hereof.

Each payment shall first be credited against interest accrued and due at the time of receipt of payment, with the remainder credited against unpaid principal. Interest shall cease to accrue on any principal so credited.

Should Maker default under or otherwise breach this Promissory Note and not cure said default or breach on or before the \_\_\_\_\_ (\_\_\_\_) day after Holder gives Maker written notice thereof, by personal delivery or certified mailing, all principal remaining unpaid and interest accruing thereon shall, at the option of Holder, become immediately due and payable to Holder. Notice shall be deemed given on the date of personal delivery or date of mailing, whichever is latest. No delay or failure in giving notice of said default or breach shall constitute a waiver of the right of Holder to exercise said right in the event of a subsequent or continuing default or breach. Furthermore, in the event of such default or breach, Maker promises to pay Holder all collection and/or litigation costs incurred, including reasonable attorney fees and court costs, whether judgment is rendered or not.

This Promissory Note has been entered into and shall be performed in \_\_\_\_\_ County, in the State of \_\_\_\_\_ and shall be construed in accordance with the laws of the State of \_\_\_\_\_ and any applicable federal statutes or regulations of the United States. Any claims or disputes concerning this Note shall, at the sole election of Holder, be adjudicated in \_\_\_\_\_ County, in the State of \_\_\_\_\_.

Executed in the presence of:

\_\_\_\_\_  
WITNESS: \_\_\_\_\_

\_\_\_\_\_  
Lender: \_\_\_\_\_

\_\_\_\_\_  
Borrower: \_\_\_\_\_