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PROMISSORY NOTE

FOR VALUE RECEIVED, Debtor Name, a _____ (“Debtor”), promises to pay to the order of the [Creditor Name] (“Creditor”), a _____, located at _____, or such other place as the Creditor may from time to time designate in writing, the principal sum of XX Dollars (\$_____), with interest accruing on the unpaid principal balance from time to time remaining unpaid prior to maturity as follows:

1) Payments of Principal and Interest. The principal and interest of this Note shall be payable as follows:

a) Interest on this Note shall accrue at the rate of ___% per annum.

b) Installments of principal and interest in the amount of Monthly \$___ shall be due and payable monthly commencing on the 1st day of Month, 20XX, with equal installment payments due and payable on the first day of each succeeding month thereafter until paid in full. All payments made as scheduled on this Note shall be applied, to the extent thereof, first to accrued but unpaid interest and the balance to unpaid principal.

c) Debtor may prepay the principal of this Note in whole or in part, at any time, or from time to time, without penalty or premium, and interest shall immediately cease to accrue on any amount so prepaid.

2) Events of Default and Remedies. At the option of the Creditor, the entire unpaid principal balance of, and all accrued interest on, this Note shall immediately become due and payable upon the occurrence at any time as the result of a Default.

a) A Default shall occur if Debtor shall fail to pay monthly payment in accordance with the terms hereof, and such failure shall continue for a period of ten (10) days; or

If an Event of Default, Creditor may (a) declare the entire balance of this Note, principal and interest, immediately due and payable; and (b) exercise any remedy provided by law or equity.

No remedy referred to herein is intended to be exclusive, but each shall be cumulative, and the exercise or beginning of exercise by Creditor of any one or more of such remedies should not preclude the simultaneous or later exercise of any or all of such remedies. Any failure of Creditor to exercise any rights or remedies available to Creditor if an Event of Default should occur shall not constitute a waiver of Creditor’s right to exercise such rights or remedies in the event of any subsequent Event of Default.

3) Controlling Agreement. All agreements between Debtor and Creditor, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no contingency or

event whatsoever, whether by reason of demand or acceleration of the maturity hereof or otherwise, shall the interest contracted for, charged, received, paid or agreed to be paid to Creditor exceed interest computed at the Maximum Legal Rate. If, from any circumstance whatsoever, interest would otherwise be payable to Creditor in excess of interest computed at the Maximum Rate, the interest payable to Creditor shall be reduced to interest computed at the Maximum Rate; and if from any circumstance Creditor shall ever receive anything of value deemed interest by applicable law in excess of interest computed at the Maximum Rate, an amount equal to any excessive interest shall be applied to the reduction of the principal hereof and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof, such excess shall be refunded to the Debtor.

4) Waiver. Except as expressly otherwise provided for herein, Debtor and all other parties now or hereafter liable or responsible for the payment of this Note, whether as endorser, guarantor, surety or otherwise, severally waive demand, presentment, presentment for payment, notice of intent to demand, notice of nonpayment, notice of dishonor, diligence in collecting, grace, notice (including notice of intent to accelerate and notice of acceleration) and protest and consent to all renewals and extensions that from time to time may be granted by the Creditor of this Note and to all partial payments herein, whether before or after maturity.

5) Cumulative Rights. No delay on the part of Creditor in the exercise of any power or right under this Note shall operate as a waiver thereof, nor shall a single or partial exercise of any power or right preclude other or further exercise thereof or exercise of any other power or right.

6) Attorneys' Fees and Costs. If this Note or any installment or part hereof is not paid when due and the same is placed in the hands of an attorney for collection, or if this Note is collected by suit or through bankruptcy, probate or other proceedings, Debtor agrees to pay the reasonable attorneys' fees of the Creditor, together with all actual expenses of collection and litigation and costs of court incurred by the Creditor of this Note.

7) Notices. Any notice or demand required or to be given hereunder shall be in writing, and shall be deemed to have been given and received when deposited in a post office or official depository of the United States Postal Service, sent by certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Debtor:
Debtor Name
Debtor Address
City, State Zip Code
Attn:

If to Creditor:
Physical Address
City, State Zip
Attn:

The addresses or addresses set forth in this Note may be changed by any party by giving notice of such change to the other party in the manner provided herein for giving notice.

8) Severability. In case any of the provisions of this Note shall for any reason be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Note shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

9) GOVERNING LAW. THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF _____ AND THE LAWS OF THE UNITED STATES APPLICABLE TO TRANSACTIONS IN _____.

10) JURISDICTION AND VENUE. ALL ACTS CONTEMPLATED BY THIS NOTE SHALL BE PERFORMABLE IN ____ COUNTY, [State], AND ALL SUMS PAYABLE UNDER THIS NOTE SHALL BE PAYABLE IN _____. DEBTOR HEREBY CONFIRMS AND AGREES THAT ALL LEGAL ACTIONS INVOLVING THE VALIDITY OR ENFORCEMENT OF THIS NOTE SHALL HAVE JURISDICTION AND VENUE IN ____ COUNTY, _____[State].

11) Headings. The headings of the paragraphs of this Note are inserted for convenience only and shall not be deemed to constitute a part hereof.

12) Successors and Assigns. This Note and all of the covenants, promises and agreements contained herein shall be binding upon and shall inure to the benefit of Debtor and Creditor and their respective executors, administrators, successors and assigns.

13) THIS NOTE, REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Debtor Name

By: _____

Debtor Name

By: _____

Debtor Name

Creditor Name

By: _____