

LOAN AGREEMENT

Location: _____ Date: _____

Lender Information:

Full Name: _____

Address: _____

Phone/Email: _____

Borrower Information:

Full Name: _____

Address: _____

Phone/Email: _____

Loan Details:

Principal Amount: _____ USD

Interest Rate (per annum): _____ %

Loan Term: _____ months

Payment Schedule: _____

Collateral Description (if any): _____

Section 1 – Loan Amount and Disbursement

Lender agrees to loan the Principal Amount to Borrower, and Borrower agrees to borrow the Principal Amount from Lender pursuant to the terms set forth herein. The loan funds shall be disbursed to Borrower upon execution of this Agreement or as otherwise agreed.

Section 2 – Interest Rate

The outstanding principal balance shall bear interest at the stated Interest Rate per annum, calculated on the basis of a 360-day year and actual days elapsed. Interest shall accrue from the date of disbursement until full repayment.

Section 3 – Repayment Terms

Borrower shall repay the loan in accordance with the Payment Schedule agreed by the Parties. Payments shall be made in lawful money of the United States to the account designated by Lender or as otherwise agreed in writing.

Section 4 – Prepayment

Borrower may prepay all or any part of the loan at any time without penalty. Any prepayment shall first be applied to accrued interest and then to principal.

Section 5 – Late Payment and Default

If any payment is not received within ____ days after the due date, Borrower shall pay a late fee of ____ USD or ____% of the overdue amount, whichever is greater. A default shall occur if Borrower fails to pay any amount when due or breaches any other term of this Agreement.

Section 6 – Remedies Upon Default

Upon default, Lender may declare the entire unpaid principal balance, accrued interest, and all other amounts due

immediately payable. Lender may pursue all remedies available under law, including collection, foreclosure of collateral, or legal action.

Section 7 – Security Interest

If collateral is described above, Borrower grants Lender a security interest in such collateral to secure the repayment of the loan. Borrower shall execute any documents reasonably required to perfect and maintain this security interest.

Section 8 – Representations and Warranties

Borrower represents and warrants that all information provided is true and complete, that Borrower has the authority to enter into this Agreement, and that no other agreements conflict with this Agreement.

Section 9 – Covenants

Borrower agrees to maintain the collateral in good condition, not to transfer or encumber the collateral without Lender's prior written consent, and to provide Lender with any requested financial information.

Section 10 – 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 law provisions.

Section 11 – Waivers

Borrower waives presentment, demand, protest, and notice of dishonor or nonpayment of this loan.

Section 12 – Notices

All notices under this Agreement shall be in writing and deemed given when delivered personally, sent by nationally recognized overnight courier, certified mail return receipt requested, or by electronic means capable of verifying receipt.

Section 13 – Amendments and Waivers

No amendment or waiver shall be effective unless in writing and signed by both parties.

Section 14 – Severability

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

Section 15 – Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning the loan and supersedes all prior agreements and understandings.

Section 16 – Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 17 – Binding Effect

This Agreement shall bind and benefit the parties and their respective successors and assigns.

Section 18 – Attorneys' Fees

In any action to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

Section 19 – No Oral Modification

No oral statements or prior agreements shall have any force or effect unless incorporated herein in a written amendment.

Section 20 – Execution

The parties have executed this Agreement as of the date first written above.

LENDER'S SIGNATURE

BORROWER'S SIGNATURE

Signature: _____

Signature: _____

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