

LOAN PERSONAL GUARANTEE

THIS GUARANTEE dated this ____ day of _____, 20__ is between _____ of _____, City of _____, State of _____ hereinafter known as the "Guarantor" _____ of _____, City of _____, State of _____ hereinafter known as the "Lender".

IN CONSIDERATION OF the Lender extending a loan of _____ dollars (\$_____) to _____ of _____, City of _____, State of _____ hereinafter known as the "Debtor" plus other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Guarantor personally guarantees the prompt, full and complete performance of any and all present and future duties, obligations and indebtedness (the "Debt") due to the Lender by the Debtor, up to a limit of _____ dollars (\$_____), under the terms of a Promissory Note or Loan Agreement signed the ____ day of _____, 20__ between the Debtor and Lender (the "Agreement") and in addition to the following terms and conditions:

The Guarantor guarantees that Debtor will promptly pay the full amount of principal and interest of the Debt as and when the same will, in any manner, be or become due, either according to the terms and conditions provided by the Agreement or upon acceleration of the payment under the Agreement by reason of a default up to the aforesaid limit;

The Guarantor agrees not to pledge, hypothecate, mortgage, sell or otherwise transfer all or substantially all of Guarantor's assets without the prior written consent of the Lender;

To the extent permitted by law, the Guarantor waives all defenses, counterclaims or offsets that are legally available to the Guarantor with respect to the payment of the Debt of Debtor; and

This Personal Guarantee shall be construed exclusively in accordance with, and governed by, the laws of the State of _____. Any dispute arising hereunder may only be brought within the Courts of the Lender's preference. This Personal Guarantee embodies the entire promise of Guarantor to personally guarantee Debtor's Debt and supersedes all prior agreements and understandings relating to the subject matter here, whether oral or in writing. This Personal Guarantee may not be assigned or transferred without a written document, signed by the Guarantor, Debtor, and Lender, permitting such assignment or transfer.

Debtor's Signature _____ **Date** _____

Lender's Signature _____ **Date** _____

Guarantor's Signature _____ **Date** _____



NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____

County of _____

On _____ before me, _____ (name and title of officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that she/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)