

# PERSONAL LOAN AGREEMENT **SAMPLE**

**I. THE PARTIES.** This Personal Loan Agreement (“Agreement”) made **January 18, 2020** is by and between:

Borrower: **Jon Smith**, with a Street Address of **100 Collins Ave**, City of **Miami Beach**, State of **Florida**, Zip Code of **33139**, (“Borrower”) and agrees to pay:

Lender: **ABC Lending Company**, with a Street Address of **1350 Washington Ave**, City of **Miami Beach**, State of **Florida**, Zip Code of **33139** (“Lender”).

HEREINAFTER, the Borrower and Lender (“Parties”) agree to the following:

**II. LOAN AMOUNT.** **\$5,000** (“Loan Amount”).

**III. INTEREST.** The Loan Amount shall: (check one)

- Bear interest at a rate of **twelve and a half** percent (**12.5%**) compounded annually. The rate must be equal to or less than the usury rate in the State of the Borrower.

- Not bear interest.

**IV. PAYMENT.** The Loan Amount shall be due and payable, including the principal and any accrued interest, in one of the following re-payment plan: (check one)

- Weekly payment of **\$391.12** beginning on **February 1st, 2020** and to be paid every seven (7) days until the balance is paid ending on **May 1st, 2020**.

- Monthly payment of \$\_\_\_\_\_ beginning on \_\_\_\_\_, 20\_\_\_\_ and to be paid on the \_\_\_\_ of every month until the balance is paid ending on \_\_\_\_\_, 20\_\_\_\_\_.

- Lump sum of \$\_\_\_\_\_ to be paid on \_\_\_\_\_, 20\_\_\_\_\_.

- Other: \_\_\_\_\_.

All payments made by the Borrower are to be applied first to any accrued interest and then to the principal balance.

**V. PAYMENT INSTRUCTIONS.** The Borrower shall make payment to the Lender in under the following instructions: **To be paid in cash at the Lender’s address**.

**VI. LATE FEE.** If any payment is 5 day(s) late, the Lender shall: (check one)

- **Charge a late fee of 1% of the payment owed for each day payment is late.**

- Shall not charge a late.



**VII. SECURITY:** The Loan Amount under this Agreement shall be: (check one)

- **UNSECURED.** There shall be NO SECURITY provided in this Agreement.

- **SECURED.** There shall be property described as: **1997 Black Jeep Wrangler owned by the Borrower** ("Security") that shall transfer to the possession and ownership of the Lender IMMEDIATELY pursuant to Section X(a) of this Agreement.

The Security may not be sold or transferred without the Lender's consent until the Due Date. If Borrower breaches this provision, Lender may declare all sums due under this Agreement immediately due and payable, unless prohibited by applicable law. The Lender shall have the sole-option to accept the Security as full-payment for the Borrowed Money without further liabilities or obligations. If the market value of the Security does not exceed the Borrowed Money, the Borrower shall remain liable for the balance due while accruing interest at the maximum rate allowed by law.

**VIII. PREPAYMENT.** The Borrower has the right to pay back the loan in-full or make additional payments, at any time, without penalty.

**IX. REMEDIES.** No delay or omission on part of the holder of this Agreement in exercising any right hereunder shall operate as a waiver of any such right or of any other right of such holder, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any future occasion. The rights and remedies of the Lender shall be cumulative and may be pursued singly, successively, or together, in the sole discretion of the Lender.

**X. EVENTS OF ACCELERATION.** The occurrence of any of the following shall constitute an "Event of Acceleration" by the Lender under this Agreement:

- a.) Borrower's failure to pay any part of the principal or interest as and when due under this Agreement; or
- b.) Borrower's becoming insolvent or not paying its debts as they become due.

**XI. ACCELERATION.** Upon the occurrence of an Event of Acceleration under this Agreement, and in addition to any other rights and remedies that Lender's may have, Lender shall have the right, at its sole and exclusive option, to declare all monies under this Agreement immediately due and payable.

- a.) This includes any rights of possession in relation to the Security described in Section VII.

**XII. SUBORDINATION.** The Borrower's obligations under this Agreement are subordinated to all indebtedness, if any, of the Borrower, to any unrelated third-party lender to the extent such indebtedness is outstanding on the date of this Agreement and such subordination is required under the loan documents providing for such indebtedness.

**XIII. WAIVER BY BORROWER.** All parties to this Agreement, including the Borrower and any sureties, endorsers, and guarantors hereby waive protest, presentment, notice of dishonor, and notice of acceleration of maturity and agree to continue to remain bound for the payment of principal, interest and all other sums due under this Agreement notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for

this Agreement or by way of any extension or extensions of time for the payment of principal and interest; and all such parties waive all and every kind of notice of such change or changes and agree that the same may be made without notice or consent of any of them.

**XIV. SUCCESSORS.** This Agreement is a promise of the Borrower and shall bind themselves including the Borrower's successors, heirs and assigns; provided, however, that Lender may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the holder of this Agreement.

**XV. GOVERNING LAW.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of **Florida** ("Governing Law").

**XVI. EXPENSES.** In the event any payment under this Agreement is not paid when due, the Borrower agrees to pay the Lender, in addition to the principal and interest hereunder, reasonable attorneys' fees if the Lender must hire legal counsel to assist in retrieving the Borrower's outstanding balance. Said attorneys' fees shall accumulate interest starting from the date paid. Said interest rate shall not equal the maximum usury rate in the State of Governing Law. The Borrower may be reasonable for any other reasonable expenses incurred by Lender in exercising any of their rights and remedies upon default.

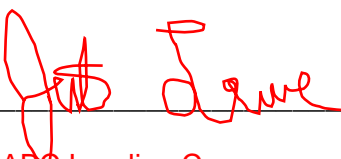
**XVII. ADDITIONAL TERMS & CONDITIONS.** **N/A**

**XVIII. ENTIRE AGREEMENT.** This Agreement contains all the terms agreed to by the Borrower and Lender relating to its subject matter including any attachments or addendums. This Agreement replaces all previous discussions, understandings, and oral agreements.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the undersigned dates written below.

**Borrower's Signature:**  \_\_\_\_\_ Date: **January 20, 2020**

Print: **Jon Smith**

**Lender's Signature:**  \_\_\_\_\_ Date: **January 22, 2020**

Print: **Jeffrey Lowe of ABC Lending Company**