

# Sample Loan Agreement between Two Parties

Dated: \_\_\_\_\_

FOR VALUE RECEIVED, the undersigned, \_\_\_\_\_ (the "Borrower"), located at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, hereby promises to pay to the order of \_\_\_\_\_, (the "Lender"), located at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ together with interest on the principle balance, and in accordance with the terms set forth below.

**Payment:** The principal amount of this Loan together with accrued and unpaid Interest and all other charges, costs and expenses, is due and payable on or before \_\_\_\_\_. All payments under this Agreement are applied first to accrued Interest and then to the balance of the outstanding principal.

**Prepayment:** The Borrower has the right to prepay all or any part of the principal amount of this Loan, together with accrued and unpaid Interest thereon, at any time without prepayment penalty or premium of any kind.

**Costs and Fees:** In the event of default, the Borrower shall pay to the Lender all costs of collection including reasonable attorney's fees.

**Waiver:** The Borrower and all sureties, guarantors and endorsers hereof, waive presentment, protest and demand, notice of protest, demand and dishonor and nonpayment of this Loan.

**Successors and Assigns:** This Loan will inure to the benefit or and be binding on the respective successors and permitted assigns or the Borrower. The Borrower may not assign its rights or delegate its duties under this Loan without the Lender's prior written consent.

**Joint and Several Liability:** If there is more than one Borrower of this Loan, the obligation of each Borrower shall be joint and several under this Loan.

**Amendment:** This Loan may be amended or modified only by a written agreement signed by the Borrower and Lender.

**Severability:** In The event that any of the provisions of this Loan are held to be Invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Loan.

**Notifications:** Any notice or communication under this Loan must be in writing and sent via one of the following options:

**Governing Law:** This Loan shall be governed by and construed in accordance with the laws of \_\_\_\_\_.

IN WITNESS WHERE OF, the undersigned has executed this Loan Agreement as of the date first stated above.

\_\_\_\_\_ Signature of Borrower