

**UNSECURED PROMISSORY NOTE
(AMORTIZED PAYMENTS)**

\$ _____

This promissory note (the "Note") is made and effective _____ [Date], by and between _____, an [individual] [corporation] [limited liability company] [etc.] (the "Borrower"), and _____, an [individual] [corporation] [limited liability company] [etc.] (the "Payee").

1. PROMISE OF PAYMENT.

FOR VALUE RECEIVED, the Borrower promises to pay to the Payee, at _____ [Address], _____ [City], _____ [State] _____ [Zip Code], or at such other place as the Payee may designate in writing from time to time, the principal amount of _____ Dollars (\$ _____), together with interest accruing on the unpaid balance thereof until due. The interest rate on this Note shall be an annual rate of interest equal to [Rate] ([Rate]%) percent, or the maximum amount allowed by applicable law, whichever is less. Interest shall be computed on the basis of a year of 365 days and the actual number of days elapsed.

2. MONTHLY INSTALLMENT PAYMENTS.

The Borrower will pay said principal and interest to the Payee in equal installment payments of _____, on the _____ day of each month, until the principal and interest have been paid in full. [INSERT OTHER PAYMENT SCHEDULE AS AGREED] Payments shall be to the Payee's address as designated above. All payments will be applied first to interest and the remainder to principal, and interest shall cease to accrue on any principal so paid. Acceptance by the Payee of any payment differing from the designated installment payment listed above does not relieve the Borrower of the obligation to honor the requirements of this Note.

3. INITIAL DATE.

The first payment under this Note is due and payable on the _____ day of _____, 20 ___. A like installment shall be due on the same day of each succeeding month thereafter. [INSERT OTHER PAYMENT SCHEDULE AS AGREED]

4. PREPAYMENT.

The Borrower may prepay this Note, in whole or in part, at any time before maturity without penalty or premium.

5. EVENTS OF DEFAULT.

The Borrower will be deemed to be in default under this Note on the occurrence of any of the following events (each an “Event of Default”): (i) on the Borrower’s failure to make any payment when due under this Note, which failure continues for a period of ten (10) days after such due date; (ii) on the filing regarding the Borrower of any voluntary or involuntary petition for relief under the United States Bankruptcy Code or the initiation of any proceeding under federal law or law of any other jurisdiction for the general relief of debtors; or (iii) on the execution by the Borrower of an assignment for the benefit of creditors or the appointment of a receiver, custodian, trustee, or similar party to take possession of the Borrower’s assets or property.

6. ACCELERATION; REMEDIES ON DEFAULT.

On the occurrence of any Event of Default, at the option of the Payee, all principal and other amounts owed under this Note shall become immediately due and payable without notice or demand by the Payee, and the Payee, in addition to its rights and remedies under this Note, may pursue any legal or equitable remedies that are available to it.

7. WAIVER OF PRESENTMENT; DEMAND.

The Borrower hereby waives presentment, demand, notice of dishonor, notice of default or delinquency, notice of protest and nonpayment, notice of costs, expenses or losses and interest thereon, notice of interest on interest and late charges, and diligence in taking any action to collect any sums owing under this Note, including (to the extent permitted by law) waiving the pleading of any statute of limitations as a defense to any demand against the undersigned.

8. *(Optional) TIME OF ESSENCE.*

Time is of the essence with respect to every provision of this Note.

9. SUCCESSORS AND ASSIGNS.

All references in this Note to the Borrower and the Payee shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Note shall be binding upon and shall inure to the benefit of the successors and assigns of the Borrower and the Payee.

10. NOTICE.

Any notice or other communication provided for herein or given hereunder to a party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective party as follows:

If to the Payee:

If to the Borrower:

11. GOVERNING LAW.

This Note shall be governed as to validity, interpretation, construction, effect, and in all other respects by the laws and decisions of the State of _____, without regards to its conflict-of-law provisions. The Borrower hereby irrevocably consents to the jurisdiction of the courts of _____ County, _____ with respect to any matter arising under this Note, and further irrevocably consents to service of process by hand delivery to the address listed above for the Borrower.

12. ENTIRE AGREEMENT.

This Note constitutes the final, complete, and exclusive statement of the agreement of the parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the parties.

13. NO IMPLIED WAIVER.

The Payee's failure to exercise any right or remedy provided in this Note shall not be construed as a waiver of any future exercise of that right or exercise of any other right or remedy to which the Payee may be entitled.

14. COLLECTION COSTS AND ATTORNEYS' FEES.

The Borrower agrees to pay any and all costs incurred by the Payee in collecting sums payable under this Note, including reasonable attorneys' fees and court costs in addition to other amounts due, without protest of any kind.

15. SEVERABILITY.

If one or more of the provisions of this Note shall be declared or held to be invalid, illegal, or unenforceable in any respect in any jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and any such declaration or holding shall not invalidate or render unenforceable such provision in any other jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Note as of the date first above written.

PAYEE

[PAYEE NAME]

By:
Name:
Title:

BORROWER

[BORROWER NAME]

By: _____
Name:
Title: