**Personal Loan Agreement**

This Personal Loan Agreement (“Agreement”) is made and entered into on ***/***/\_\_\_\_ (“Effective Date”), by and between:

**Borrower:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the “Borrower.”

**Lender:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the “Lender.”

Together referred to as the “Parties.”

**1. Promise to Pay**

The Borrower promises to pay the Lender the principal sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dollars ($\_\_\_\_\_\_\_\_), together with interest and any other charges as set forth herein, within \_\_\_\_\_\_\_ months from the Effective Date.

**2. Joint Liability**

If more than one person signs this Agreement as Borrower, each shall be jointly and severally liable for repayment of the full loan amount and any applicable charges.

**3. Loan Details**

* **Loan Amount (Principal):** $\_\_\_\_\_\_\_\_\_\_
* **Other Charges (if any):** $\_\_\_\_\_\_\_\_\_\_
* **Amount Financed:** $\_\_\_\_\_\_\_\_\_\_
* **Finance Charge:** $\_\_\_\_\_\_\_\_\_\_
* **Total of Payments:** $\_\_\_\_\_\_\_\_\_\_
* **Annual Percentage Rate (APR):** \_\_\_\_\_\_\_%

**4. Repayment Terms**

The Borrower agrees to repay the loan in \_\_\_\_\_ equal monthly installments of $\_\_\_\_\_\_\_\_ each, payable on the \_\_\_\_\_ day of each month, beginning on the \_\_\_\_\_ day of \_\_\_\_\_\_**, 20**, and ending on the \_\_\_\_\_ day of \_\_\_\_\_\_**, 20**.

**5. Prepayment**

The Borrower may prepay the loan in full or in part at any time without penalty. Any unearned finance charges shall be refunded to the Borrower, calculated in accordance with the Rule of 78 or another method permitted by law.

**6. Late Payments**

If any installment payment is not received within \_\_\_\_\_\_ (\_**) days of its due date, the Borrower agrees to pay a late charge of % of the overdue amount, not to exceed $**\_\_ for any single late installment.

**7. Security/Collateral**

As security for this loan, the Borrower grants the Lender a security interest in the following property:

**8. Default**

Failure to make any payment when due shall constitute a default. Upon default, the Lender may declare the entire remaining balance immediately due and payable, without further notice. Any unpaid balance after the final payment date shall accrue interest at \_\_\_\_\_\_% per annum until paid in full.

**9. Collection Costs**

If this Agreement is placed with an attorney or collection agency due to default, the Borrower agrees to pay reasonable collection costs, including attorney’s fees equal to fifteen percent (15%) of the outstanding balance, in addition to the unpaid principal and interest.

**10. Co-Borrowers**

Any co-borrower(s) signing this Agreement agree to be equally responsible and liable for repayment under the same terms and conditions as the Borrower.

**11. Entire Agreement**

This Agreement constitutes the entire understanding between the Parties with respect to the loan. Any amendments must be in writing and signed by both Parties.

**Signatures**

**Borrower’s Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Date:** ***/***/\_\_\_\_

**Lender’s Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Date:** ***/***/\_\_\_\_

**Witness’s Signature (optional):** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Date:** ***/***/\_\_\_\_