# Secured Promissory Note

For good value, the undersigned jointly and severally promises to pay to the order of\_\_\_\_\_\_\_\_\_\_\_\_\_\_(creditor)\_\_\_\_\_\_\_\_\_\_\_\_ the sum of \_\_\_\_\_(spell sum)\_\_\_\_\_\_ ($\_\_\_\_\_\_\_\_\_\_\_\_) Dollars, together with interest at the rate of\_\_\_\_\_\_\_\_\_\_% per annum on the unpaid balance, paid in the following manner:

Payments shall be first applied to interest and the balance to principal. This note may be prepaid at any time, in whole or in part, without penalty. This note shall, at the option of any holder hereof, be due and payable upon the:

1. Failure to make any payment within\_\_\_\_\_\_\_\_\_\_ days of its due date.
2. Breach of any security interest, mortgage, loan agreement, pledge agreement or guarantee granted as collateral security for this note.
3. Breach of any loan agreement, security agreement or mortgage, if any, having a priority over any loan agreement, security agreement or mortgage granted, in whole or in part, as collateral security for this note.
4. Death, incapacity, dissolution or liquidation of any of the undersigned, or any endorser, guarantor or surety.
5. Filing by any of the undersigned of an assignment for the benefit of creditors, bankruptcy or other form of insolvency, or by suffering an involuntary petition in bankruptcy or receivership not vacated within thirty (30) days.

If this note shall be in default and placed for collection, the undersigned shall pay all reasonable attorney fees and costs of collection. Payments not made within five (5) days of the due date shall be subject to a \_\_\_\_\_\_\_\_\_\_\_\_\_% late charge.

Payments shall be made to such address as may from time to time be designated by any holder.

The undersigned and all other parties to this note, whether as endorsers, guarantors or sureties, shall remain fully bound until this note is paid and waive demand, presentment and protest and all notices thereto and further agree to remain bound, notwithstanding any extension, modification, waiver, or other indulgence or discharge or release of any obligor hereunder or exchange, substitution, or release of any collateral granted as security for this note. No modification or indulgence by any

holder hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other or future occasion. The rights of any holder hereof shall be cumulative and not necessarily successive. This note shall take effect as a sealed instrument and be governed and enforced in accordance with the laws of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .

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

**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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