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Loan agreement forms between two parties

Government Registrations Get various licenses easy and quick Advice on registration requirements Preparation of application form Filing of forms Documented follow-up Expert support Each referred to as a "Party" and collectively as the "Parties". This Loan Agreement, hereinafter referred to as "Agreement", is entered into and made effectiveupon signature by both Parties. WHEREAS, the Lender agrees to lend to the Borrower [Insert Loan amount] (the "Loan") with interest on the unpaid Loan at the rate of [Insert Loan amount] (the "Loan") with interest on the Borrower and the Lender desire to enter into an agreement whereby the Borrower shall pay the Lender the sum of the Loan and interest on a payment plan according to the mutual covenants and promises made by the parties hereto, the Borrower and the Lender covenant and agree as follows:1. Loan Amount. The Parties agree the Lender will loan the Borrower [Insert Loan amount].2. Loan Acknowledgement: The Borrower agrees and acknowledges that the Borrower for owing Party: The Borrower hereby represents and warrants that this Agreement and the payment plan herein have been developed in a manner that the Borrower reasonably believes he can pay the Lender without further interruption notwithstanding an additional change in circumstances. 4. Payment Plan: The Parties hereby agree to the payment plan (the "Plan") described as follows: 4.1 Installments: By this Agreement, it is agreed that a payment in the amount of [Insert amount] will be surrendered to the Lender annually/monthly/weekly/other on [Insert date/day] of each year/month/week/other.4.1.1 The Borrower will continue to make payments according to this schedule until the total Loan and accrued interest is repaid on [Insert date] ("the Due Date"). 4.1.2 Unpaid principal after the Due Date listed above shall accrue interest at a rate of [Insert date denoting a percentage] annually until paid. Or;4.2 Lump Sum: By this Agreement, it is agreed that the Loan and accrued interest shall be payable in full on [Insert date].4.2.1 Unpaid principal after the Due Date listed above shall accrue interest at a rate of [Insert rate the Borrower will be paying on principal that has not been repaid by the due date denoting a percentage] annually until paid. Or; 4.3 Due on Demand: By this Agreement, it is agreed that the unpaid Loan and accrued interest shall be payable in full on any future date on which the Lender demands repayment.4.3.1 Unpaid principal after the Due Date listed above shall accrue interest at a rate of [Insert rate the Borrower will be paying on principal that has not been repaid by the due date denoting a percentage] annually until paid.5. Method of Payment: Payment shall be made to the Lender in accordance with the Plan via [Cash/Check/Money Order/Automatic Bank Withdrawal/Other]5.1 The Borrower will make payment using this method unless prior written approval from the Lender allows otherwise.6. Early Payoff: The Borrower reserves the right to pay off any remaining amount due, in full, before the Due Date, with no prepayment penalty. If the entire amount is paid off by [Insert date by which the amount needs to be paid off to get a discount for early payment], the Borrower will receive a discount as follows: [Insert description of the discount the Borrower will receive for repaying the loan before the due date].7. Security: This Agreement is secured by the following collateral ("Collateral"):[Insert description of the collateral that is being used to secure the loan]7.1 Until this Loan is paid in full, the Borrower grants the Lender a security interest in the Collateral. The Borrower hereby agrees to list the Borrower defaults on this Agreement and does not make payment for [Insert number of days] after it is demanded by the Lender, the Collateral will revert to the Lender and all rights in the ownership of such Collateral will belong to the Lender.8. Default: The following events constitute default of this Agreement and upon their occurrence, the entirety of any remaining amount due shall become immediately payable:8.1 Borrower's failure to pay the Principal Sum or any accrued interest when such payments are due;8.2 Borrower's insolvency;8.3 Borrower's filing of any bankruptcy proceedings;8.6 Any application for the appointment of a receiver for the Borrower; or8.7 Borrower's misrepresentation to the Lender for the purposes of obtaining this Agreement9. Legal Fees, including, but not limited to its attorneys' fees, collection fees and the like.10. Severability. In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable. 11. Waiver. The failure by either Party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege. 12. Assignment: The Lender may assign this Agreement with written notice to the Borrower. In the event of such assignment: The Lender may assign this Agreement with written notice to the Borrower. In the event of such assignment, the assignment if desired. 13. Governing Law and Jurisdiction. The Parties agree that this Agreement shall be governed by the State and/or Country in which both Parties reside/do business. In the event that the Parties and/or Country law.14. Entire Agreement. The Parties acknowledge and agree that this Agreement shall be governed by [Insert State and/or Country] law.14. Entire Agreement. The Parties acknowledge and agree that this Agreement shall be governed by [Insert State and/or Country] law.14. represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties. A loan agreement between a lender and a borrower. The borrower promises to pay back the loan in line with a repayment schedule (regular payments or a lump sum). As a lender, this document is very useful as it legally enforces the borrower to repay the loan. This loan agreement – Extends the maturity date of the loan. Download: Adobe PDF, MS Word (.docx), OpenDocument Family Loan Agreement – For the borrowing of money from one family member to another. Download: Adobe PDF, MS Word (.docx), OpenDocument I Owe You (IOU) – The acceptance and confirmation of money will be paid back or list any interest rate, payment penalties, etc. Download: Adobe PDF Loan (Personal) Guarantee – If someone does not have sufficient credit to borrow money this form allows someone else to be liable as well if the debt is not paid. Download: Adobe PDF, MS Word (.docx), OpenDocument Payment Plan (Installment) Agreement – To outline scheduled payments for a balance owed. Download: Adobe PDF, MS Word (.docx), OpenDocument Personal Loan Agreement – For most loans from individual to individual to individual to individual to individual. Download: Adobe PDF, MS Word (.docx), OpenDocument Promissory Note – A promise to pay given by a debtor and a creditor that lends money. Download: Adobe PDF, MS Word (.docx), OpenDocument Promissory Note – A promise to pay given by a debtor and a creditor that lends money. 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No matter the case, any loan agreement must be signed, in writing, by both parties. Lending Money to Family & Friends – When talking about loans, most relate loans to banks, credit unions, mortgages and financial aid but hardly do people consider obtaining a loan agreement for people I trust the most? A loan agreement is not a sign that you don't trust someone, it is simply a document you should always have in writing when loaning money just like having a loan in writing are the same people you should be worried about the most – always have a loan agreement when lending money. How to Get a Loan Business Loan – For expansion or new equipment. If the business is new or in bad financial shape a personal guarantee by the owner of the entity may be required by the lender. Car Loan – Used to purchase a vehicle usually with a term of 5 years (60 months). FHA Loan – To purchase a home with bad credit (cannot be below 580). Requires the borrower to purchase insurance in the chance of default. Home Equity Loan – Secured by the borrower to show their most recent pay-stub and write a check from the bank account where they are paid from their employer. Personal Loan – Between friends or family. Student Loan – Provided by the federal government or privately in order to pay for academic studies at a college or university. Step 2 – Obtain/Provide Your Credit Score The first step into obtaining a loan is to run a credit check on yourself which can be purchased for \$30 from either TransUnion, Equifax, or Experian. A credit score ranges from 330 to 830 with the higher the number representing a lesser risk to the lender in addition to a better interest rate that may be obtained your full credit history you may now use it to entice prospective lenders in an effort to receive funds. Step 3 - Secured or Unsecured Depending on the credit scores, usually less than 700. The term 'secured' means the borrower must put up collateral, such as a home or a car, in case the loan is not repaid. Therefore, the lender is guaranteed to obtain an asset of the borrower in the event they are paid-back. Unsecured Loan – For individuals with higher credit scores, 700 and above. Does not require the borrower to provide collateral. Step 4 – Sign the Agreement Depending on the loan that was selected a legal contract will need to be drafted stating the terms of the loan agreement including: Borrowed amount; Interest rate; Repayment period; Late fee(s); Default language; Pre-payment penalty (if any) Depending on the amount of money that is borrowed the lender may decide to have the agreement authorized in the presence of a notary public. This is recommended if the total amount, principal plus interest, is more than the maximum acceptable rate for the small claims court in the jurisdiction of the parties (usually \$5,000 or \$10,000). Step 5 - Borrower will be held in accordance with the signed agreement with any penalties or judgments to be ruled against them if the funds are not paid back in full. Apply for a Loan Online Most online services offering loans usually offer quick cash type loans such as Pay Day Loans, Installment Loans, Line of Credit Loans and Title Loans. Loans such as these should be avoided as Lenders will charge maximum rates, as the APR (Annual Percentage Rate) can easily go over 200%. It's very unlikely that you will obtain an adequate mortgage for a house or a business loan online. If you do decide to take out a personal loan online, make sure you do so with a qualified-well known bank as you can often find competitive low-interest rates. The application process will take longer as more information is needed such as your employment and income information. Banks may even want to see your tax returns. Common Loan Terms Acceleration – A clause within a loan agreement that protects the lender by requiring the borrower to pay off the loan (both the principal and any accumulated interest) immediately if certain conditions occur. Borrower – The individual or company receiving money from the lender which will then have to pay back the money according to the terms in the loan agreement. Collateral – An item of worth, such as a house, is used as insurance to protect the lender in the event the borrower is unable to pay back the loan. Default – Should the borrower default due to their failure to pay, the interest rate shall continue to accrue according to the agreement, as set forth by the lender, on the balance of the loan until the loan is paid in full. Interest (Usury) – The cost associated with borrowing the money. Late-Payment – If the borrower anticipates that they may be late on their payment, they must contact and make arrangements with the lender. Additional late fees may apply. Lender – The individual or company releasing funds to the terms set in the loan agreement. Repayment Schedule – An outline detailing the loan's principal and interest, the loan payments, when payments are due and the length of the loan. FAQs The lower your credit score is, the higher the APR (Hint: You want low APR) will be on a loan and this is typically true for online providers cater to this demographic, but it will be difficult to pay back the loan as you will be paying back double or triple the principal of the loan when it's all said and done. Payday loans are a widely offered personal loan for people with bad credit as all you need to show is proof of employment. The lender will then give you an advance and your next paycheck will go to payoff the loan plus a big chunk of interest. Subsidized loan vs Unsubsidized loan? A Subsidized loan is for students going to school and its claim to fame is that it does not accrue interest while the student is in school. An Unsubsidized loan is for students going to school and it can be used for both undergraduate and graduate students. What is sharking? An individual or organization practicing predatory lending by charging high-interest rates (Known as a "Loan Shark"). Each State has its own limits on interest rates (called the "Usury Rate") and loan sharks practice illegally but instead deceitfully charge the highest interest rate legal under the law. What does consolidate mean? Put simply, to consolidate is to take out one sizable loan to payoff many other loans by having only one payment to make every month. This is a good idea if you can find a low-interest rate and you want simplicity in your life. What is a parent plus loan? A Parent Plus Loan, also known as a "Direct PLUS loan", is a federal student loan obtained by the parent of a child needing financial help for school. The parent must have a healthy credit score in order to obtain this loan. It offers a fixed interest rate and flexible loan terms, however, this type of loan has a higher interest rate than a direct loan. Parents generally would only obtain this loan to minimize the amount of student debt on their child. (Video) What is a Loan Agreement? How to Write a Loan Agreement The following example shows how to write and complete our Free Loan Agreement Template. Follow the steps and enter your information accordingly. Step 1 – Loan Amount, Borrower and Lender The most important characteristic of any loan is the amount of money being borrowed, therefore the first thing you want to write on your document is the amount, which can be located on the first line. Follow by entering the name and address of the Borrower and next the Lender. In this example, the Borrower is located in the State of New York and he is asking to borrow \$10,000 from the lender. Step 2 – Payment Not all loans are structured the same, some lenders prefer payments every week, every month, or some other type of preferred time schedule. Most loans typically use the monthly payment schedule, therefore in this example, the Borrower will be required to pay the Lender on the 1st of every month while the Total Amount shall be paid by January 1st, 2019 giving the borrower 2 years to pay off the loan. Step 3 – Interest The interest charged on a loan is regulated by the State in which it originates and it's governed by the State's Usury Rate Laws. Each State's Usury Rate varies therefore it's important to know the rate before charging the borrower an interest rate. In this example, our loan originates in the State of New York, which has a maximum Usury Rate of 16% which we will use. Step 4 – Expenses In the event that the Borrower is responsible for all fees, including any attorney fees. No matter the case, the Borrower is responsible for paying the principal and interest if a default occurs. Simply enter the State in which the loan originated. Step 5 – Governing Law The State in which your loan originates, meaning the State in which the Lender's business operates or resides, is the State that will govern your loan. In this example, our loan originated in the State of New York. Step 6 – Signing A loan will not be legally binding without signatures from both the Borrower and Lender. For extra protection regarding both parties, it's strongly recommended to have two witnesses sign and be present at the time of signing.

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