

# TERM PROMISSORY NOTE

AMOUNT: \$ \_\_\_\_\_

Due: \_\_\_\_\_ [insert date]

FOR VALUE RECEIVED the undersigned, \_\_\_\_\_ (hereinafter the "Borrower"), hereby promises to pay \_\_\_\_\_ (hereinafter the "Lender"), to bearer or to order at \_\_\_\_\_, in lawful money of \_\_\_\_\_, the lesser of:

- (a) the principal sum of \$ \_\_\_\_\_; and
- (b) the aggregate unpaid principal balance of all advances made by the Lender as recorded on the reverse of this note or on any attachment, with interest on the principal amount calculated as described below.

This note is issued to evidence advances by the Lender to the undersigned under a loan agreement dated \_\_\_\_\_ between the undersigned and the Lender, as the same may be amended or modified (the "Loan Agreement").

The principal of and interest on this note are payable in accordance with the terms of the Loan Agreement which provides, among other things, that in the event of a default by the undersigned, the entire principal amount and accrued interest may become due and payable.

The undersigned authorizes the Lender to record the reverse of this note on any attachment to this note all advances received, payments and the unpaid principal balance from time to time. The undersigned agrees that the absence of manifest error or the record kept by the Lender on this note or any attachment shall be conclusive evidence of the matters recorded, provided that the failure of the Lender to record or record any matter shall not affect the obligation of the undersigned to pay the principal amount of the advances and interest in accordance with the Loan Agreement.

The undersigned waives presentment, demand, notice of dishonor and protest or further notice of any kind and agrees that it shall remain liable in respect of this note as if presentment, demand, notice of dishonor and protest had been duly made or given.

Terms are used in this note with the meanings ascribed to them in the Loan Agreement unless otherwise specified.

EXECUTED at \_\_\_\_\_, effective the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

\_\_\_\_\_  
Print Name of Borrower

\_\_\_\_\_  
Address

ADVANCES AND PAYMENTS OF PRINCIPAL

| Date of Advance | Amount of Advance | Date of Payment | Amount of Principal Payment | Balance | Notation |
|-----------------|-------------------|-----------------|-----------------------------|---------|----------|
|                 |                   |                 |                             |         |          |
|                 |                   |                 |                             |         |          |
|                 |                   |                 |                             |         |          |
|                 |                   |                 |                             |         |          |
|                 |                   |                 |                             |         |          |
|                 |                   |                 |                             |         |          |
|                 |                   |                 |                             |         |          |
|                 |                   |                 |                             |         |          |

**SAMPLE PREVIEW**