This file is read only. Please click file and download, or File, and save a copy for a personal file you can edit. This example combines a profit split and a loan. You can edit to show one or the other. This also includes a personal guarantee which could be removed.

LOAN AND PERSONAL GUARANTEE

THIS GUARANTEE dated on ____________ is between PERSONAL NAME of PERSONAL ADDRESS, hereinafter known as the “Guarantor" and LENDER NAME hereinafter known as the “Lender”.

IN CONSIDERATION OF the Lender extending a loan of ________ US Dollars to ENTITY NAME AND ADDRESS hereinafter known as the “Debtor” plus other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Guarantor personally guarantees the prompt, full and complete performance of any and all present and future duties, obligations and indebtedness (the “Debt) due to the Lender by the Debtor, with no limitations, under the terms of a loan agreement agreed to on _____________ between the Debtor and Lender (the “Agreement”) and in addition to the following terms and conditions:

The Guarantor guarantees that Debtor will promptly pay the full amount of principal and interest of the Debt as and when the same will, in any manner, be or become due, either according to the terms and conditions provided by the Agreement or upon acceleration of the payment under the Agreement by reason of a default up to the aforesaid limit;

The Guarantor agrees not to pledge, hypothecate, mortgage, sell or otherwise transfer all or substantially all of Guarantor's assets without the prior written consent of the Lender;

To the extent permitted by law, the Guarantor waives all defenses, counterclaims or offsets that are legally available to the Guarantor with respect to the payment of the Debt of Debtor; and This Personal Guarantee shall be construed exclusively in accordance with, and governed by, the laws of the State of Texas. Any dispute arising hereunder may only be brought within the Courts of the Lender's preference.

This Personal Guarantee embodies the entire promise of Guarantor to personally guarantee Debtor's Debt and supersedes all prior agreements and understandings relating to the subject matter here, whether oral or in writing. This Personal Guarantee may not be assigned or transferred without a written document, signed by the Guarantor, Debtor, and Lender, permitting such assignment or transfer.

See fee schedule below for loan per property. Loan will be paid back at each closing. Loan will be secured by a second deed of trust. The second deed of trust will be recorded immediately after the first deed of trust. Notarized deeds of trust will be provided via email prior to recording. Interest and loan fee will be the greater of **12% annual return or 50%** of Net Profit per home after all interest and fees paid to others.

Fee Schedule:

Address	City	State	Loan Amount
123 Main St	Medford	TX	$45,000.00
234 main St	Medford	TX	$33,000.00
			$78,000.00

Debtor's Signature :
BORROWER ENTITY NAME

By SIGNER AND TITLE Date

Lender's Signature:
LENDER NAME

By SIGNER AND TITLE Date

Guarantor's Signature:
PERSONAL NAME

PERSONAL NAME Date