

PROMISSORY NOTE

1. **Agreement to Pay for Value Received.** This Promissory Note (the "Note") shall start _____ (the "Effective Date") and end _____ (the "Maturity Date").
Whereas _____ (the "Borrower"), whose mailing address is _____, hereby agrees and promises to pay _____ (the "Lender"), their successors, or assignees, whose mailing address is _____, the sum of \$ _____ (the "Principal"), together with unpaid interest at the rates set forth herein.

2. **Interest Rate.** The outstanding Principal balance shall bear a per annum interest rate of _____% ("Interest Rate"), payable in _____ installments of \$ _____ ("Interest Payments") due by the _____ of each payable month, with the first Interest Payment due _____, and the last payment due by the Maturity Date, together with the outstanding Principal balance, which shall balloon and become immediately due. The Borrower shall have the option to extend this Note ____ month(s), on the same terms and interest rates set forth herein, by delivering 14-day written notice to the Lender.

3. **Additional Terms:**

4. **Wiring Instructions.** The Lender shall wire the Principal funds to the Borrower within 24 hours of signing this Note to **the Borrower's bank account:**

Name on Account Routing # Account #

Bank Name Account Address

5. **Payment Information.** The Borrower shall make Interest Payments via ACH transfers to the **Lender's bank account:**

Name on Account ACH Routing # Account #

Bank Name Account Address

6. **Late Charge.** Any past-due payments shall be subject to a 5% fee (“**Late Fee**”) for every seven (7) days the payment is past due. This provision shall not be deemed to excuse late payments or waive other obligations of the Borrower under this Agreement.

7. **Prepayment Privilege.** The indebtedness evidenced hereby may be prepaid by Borrower in full or in part, without penalty or premium except as set forth herein, upon ten (10) days written notice. In the event of prepayment, interest for the current month and the following month shall be due and owing.

8. **Time of the Essence.** Time is of the essence for the Borrower to honor the obligations required by the Borrower in this Promissory Note.

9. **Lender Tax Structure.** Lender EIN / Social: _____

___ Individual ___ Single Member LLC ___ Partnership
___ S-Corp ___ Disregarded Entity ___ Corporation

10. **Governing Law.** This Promissory Note and the rights and obligations of all parties hereunder shall be governed by the laws of the state where the Property is located.

11. **Jurisdiction.** The parties agree that any suit, action, or other legal proceeding arising from or relating to this Promissory Note may be filed in any court having jurisdiction at the sole discretion of the Lender. Nothing contained herein shall prevent Lender from bringing any action or exercising any rights against any security given to Lender by Borrower, or against Borrower personally, or any property of Borrower, within any other state or commonwealth.

12. **Interest Limitation.** Under no circumstances shall the amount paid to the Lender exceed the maximum allowable under applicable law. If the amount paid exceeds the maximum permissible under applicable law, then the obligation shall automatically be reduced to an amount that complies with applicable law.

13. **Borrower Not Released.** No delay or omission of Lender to exercise any of its rights and remedies under this Promissory Note following an Event of Default shall constitute a waiver of the right of Lender to exercise such rights. The acceptance by the Lender of payment of any sum after the due date of such payment shall not be a waiver of the Lender’s right to either require prompt payment of all other sums payable hereunder or to declare a Default for failure to pay.

14. **Collateral**. The Borrower warrants that the Lender's indebtedness in this Promissory Note shall be secured against the real property described in the Deed of Trust.

15. **Severability**. The parties hereto agree that each provision of this Promissory Note comports with all applicable local, state, and federal laws and judicial decisions. However, if any provision or any portion of any provision contained in this Promissory Note is held by a court of law to be invalid, illegal, unlawful, void or unenforceable as written in any respect, then it is the intent of all parties hereto that such portion or provision shall be given force to the fullest possible extent that it is legal, valid and enforceable, and the rights, obligations and interests of Borrower and Lender under the remainder of the Agreement shall remain in full force and effect.

16. **Successors and Assigns**. The words "successors and assigns" as used herein shall include the heirs, representatives, and administrators of any person party to this Agreement.

17. **No Oral Modification**. This Promissory Note may not be modified or discharged orally, but only by an agreement in writing signed by the Lender and Borrower.

18. **No Transfer of Promissory Note**. This Promissory Note is non-transferable by Lender, except for heirs and successors-in-interest, without the written consent of Borrower.

19. **Waiver of Jury Trial**. Parties hereby knowingly and intentionally waive all rights to trial by jury in any legal action or proceeding arising under this Agreement, including indebtedness evidenced hereby or any collateral securing such indebtedness.

20. **Notices**. All notices required or permitted hereunder to the Borrower or Lender shall be given in writing, via email, certified mail, or courier service to the following addresses:

If to Borrower:

Mailing Address: _____

Email: _____

If to Lender:

Mailing Address: _____

Email: _____

IN WITNESS WHEREOF, **the Lender** has executed this Promissory Note as of the Effective Date.

Signature

Name

Company (if any)

IN WITNESS WHEREOF, **the Borrower** has executed this Promissory Note as of the date below.



Signature

Company

DEED OF TRUST
After Recording Return To The LENDER

This Deed of Trust (the "Deed") dated _____, is made by and between:

Borrower: _____ (hereinafter the "**Borrower**")

Address: _____

Lender: _____ (hereinafter the "**Lender**")

Address: _____

Trustee: _____ (hereinafter the "**Trustee**")

Address: _____

Guarantor: _____ (hereinafter the "**Guarantor**")

Address: _____

This Deed secures the repayment of the Promissory Note of the same date (the "Note") in the amount of \$ _____ (the "Principal"), executed by the Borrower in favor of the Lender. Unless sooner accelerated pursuant to the Note or this Deed, the entire unpaid principal balance, together with all unpaid interest, shall be due and payable in full on _____ (the "Maturity Date"). This obligation is secured by the real property commonly known as _____ (the "Property"), and legally described as:

Together with any improvements, easements, appurtenances, replacements, additions, and fixtures now or hereafter erected are considered a part of the Property and are covered by this Deed. The Borrower warrants that they are the legal owner of the Property hereby conveyed and that the Property is unencumbered, except for encumbrances of record. The Borrower further warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

IN CONSIDERATION of promises and other good and valuable considerations and to protect the security of this Deed, the parties agree to the following provisions (the "Provisions"):

1. PROMISE TO PAY. The Borrower, for value received, promises to pay to the Lender the Principal Amount, interest, and all fees and costs on the terms outlined in this Deed, the accompanying Note, and or in any amendment, extension, or renewal of the Deed or Note.

2. PRINCIPAL PAYOFF.

The Principal Amount shall be repaid to the Lender in one or more balloon installments via wire transfer, together with all interest, no later than the Maturity Date defined in the Note.

3. PREPAYMENT. When not in default, the Borrower may pre-pay, without penalty, all or a portion of the Principal Amount and interest earlier than due. Partial prepayment will not postpone the Maturity Date of any subsequent payment or change the payment amount unless the Lender otherwise agrees in writing. Prepayments will first be applied to any unpaid Interest and then to the Principal balance.

4. PAYMENT APPLICATION. All payments paid by the Borrower and received by the Lender will first be applied to the Interest Payment and then to the Principal balance. Such payments will be applied in the order in which they became due. However, if the Borrower defaults on payment, then the Lender will have the right to apply any payments received while in default as the Lender so chooses.

5. ADDITIONAL CHARGES AND ENCUMBRANCES. The Borrower must pay all taxes, assessments, charges, fines, and all other impositions attributable to the Property and all trusts, liens, and other encumbrances on the Property.

6. RELEASE AND RECONVEYANCE. Upon full repayment of all amounts secured by this Deed, including the Principal Amount and accrued interest, the Lender shall execute and notarize a mortgage release document provided by the Borrower, thereby releasing the lien created under this Deed. Notwithstanding such release, and unless otherwise expressly stated herein, the Lender's Ownership Shares shall remain in full force and effect for the duration of the Borrower's ownership of the Property, as further evidenced in the Operating Agreement.

7. NO SALE WITHOUT CONSENT. The Trustee can not sell, transfer, assign, or dispose of all or part of the Property or any interest in the Property without the Borrower's and Lender's written consent.

8. INSURANCE. The Borrower must keep an active General Liability policy on the Property, in addition to Flood, Earthquake, or Tornado insurance if applicable. The Borrower may insure the buildings and improvements from loss and damage at the Borrower's discretion.

9. MAINTENANCE AND REPAIR. The Borrower shall be exclusively responsible for the maintenance and upkeep of the Property. The Borrower will not destroy, damage, or impair the Property, allow the Property to deteriorate, or commit waste on the Property.

10. GUARANTEE. Each person or entity signing or joining in this Deed agrees to the following terms:

- a) The Guarantor agrees that all obligations and liabilities under this Deed will be joint and severable. Where there is more than one Guarantor, each will be jointly and severally liable to the other Guarantor and Borrower. The Guarantor is bound to fulfill the terms and conditions of this Deed and the Note, provided the Borrower, as principal debtor, fails to do so.
- b) The Guarantor guarantees full performance and release of all the Borrower's obligations under this Deed. If the Guarantor assumes the Borrower's obligations under this Deed, the Guarantor will also obtain all of the Borrower's rights and benefits under this Deed;
- c) The Guarantor must indemnify and hold harmless the Lender against all claims, damages, payments, or losses that might arise or have arisen from the failure of the Borrower and/or Guarantor to pay the amounts owed under this Deed.
- d) The Lender may choose to proceed against the Guarantor before proceeding against the Borrower to enforce any obligations due under this Deed in the event of default.
- e) The Guarantor will be bound and subject to any changes, modifications, variations, and amendments made to this Deed, regardless of whether such changes were made with or without the consent or approval of the Guarantor.

11. OWNERSHIP SHARES. The Lender shall own ____% of the real property ("Ownership") as additional collateral for the loan. Upon the release of the lien under this Deed, unless otherwise expressly stated herein, the Lender's Ownership shall remain in full force and effect for the duration of the Borrower's ownership of the Property, as further evidenced in the Operating Agreement.

12. DEFAULT. The Borrower will be considered in default under the terms of this Deed if any of the following conditions are met:

- a) The Borrower fails to repay the Principal Amount within thirty (30) days of the Maturity Date or the Borrower becomes more than fourteen (14) days late on an Interest Payment.
- b) The Borrower fails to perform or comply with any of the terms and conditions or any obligations or responsibilities due under this Deed and the Note.
- c) If any action or proceeding begins that could result in forfeiture of the Property or other impairment of the Lender's interest in the Property or rights under this Deed or the Note.
- d) The Property or any material part of the Property is expropriated.

13. ACCELERATION. If the Borrower should be in default under this Deed or the Note, the Lender must give notice to the Borrower. The notice must specify (a) the default; (b) the required action to cure the default, as permitted by law; (c) a date, not less than 30 days from the date of the notice, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Deed and sale of the Property. If the default is not curable or if the default is not cured on or before the date specified in the notice, the Lender may require immediate payment in full of all sums, including the Principal Amount, interest, and all other amounts secured by this Deed and the Note. If the default is cured, the Deed will be reinstated. If the default is not cured, the Lender may invoke the power of sale and begin foreclosure Proceedings.

14. PROTECTION OF LENDER'S INTEREST. If the Borrower fails to perform the covenants and agreements under this Deed, or if there is a legal proceeding that significantly affects the Lender's interest in the Property, then the Lender may do and pay for whatever is reasonable or appropriate to protect the Lender's interest in the Property and rights under this Deed, including, but not limited to:

- a. Paying any sums secured by a lien which has priority over this Deed;
- b. Appearing in court to protect its interest in the and/or rights under this Deed; and
- c. Paying for reasonable costs to repair and maintain the Property.

The Lender retains their right to exercise action under this provision at all times. It is agreed that the Lender will not incur any liability for not taking any or all actions to perform such tasks. Furthermore, any amounts paid by the Lender will become additional debt of the Borrower secured by this Deed.

15. REMEDIES. The Lender will have the right to invoke all remedies permitted under applicable law, whether or not such remedies are expressly granted in this Deed.

16. GOVERNING LAW. This Deed is governed by the laws of the state where the Property is located.

17. SEVERABILITY. This Deed shall remain in effect even if any of the Provisions under this Deed, or the application thereof, are deemed unenforceable or invalid by a court of relevant jurisdiction. In such an event, the remainder of this Deed shall continue in full force as so limited, unless a further court ruling declares any of the remaining Provisions unenforceable or invalid.

18. JOINT SIGNATURES. If the Borrower is more than one person or legal entity, each Borrower will be jointly and severally bound to all of the obligations and liabilities of the other Borrower(s).

19. SUBSTITUTE TRUSTEE. The Lender may appoint a successor trustee by an instrument executed and acknowledged by the Lender and recorded with the county in which the property is located.

20. NOTICE. All notices given by either party in connection with this Deed must be in writing. Delivery of notice will be considered sufficient when emailed or mailed via certified mail to the recipient. If any party changes its email or address, that party must promptly notify all parties under this Deed of the change. Any notice will be considered effective on the day it was sent, unless the day falls on a Saturday or Sunday, in which case the next business day will be considered as the day of receipt.

21. ADDITIONAL TERMS:

[SIGNATURE PAGE FOLLOWS]

In witness whereof, this Deed has been lawfully executed by the Borrower:

Borrower's Signature

Borrower's Signature

Borrower's Name

Borrower's Name

Address

Address



Guarantor's Signature

Guarantor's Signature

Guarantor's Name

Guarantor's Name

Address

Address

State of _____ County of _____

On this ____ day of _____, 20____, before

I, the undersigned, a Notary Public in said County and State, certify that _____
personally appeared before me and proved to be the person or representative of the entity subscribed to
the within the instrument, acknowledged to me that they executed the same in their capacity.

Notary Public Signature

My Commission Expires