



# DEBT AGREEMENT

This Debt Agreement \_\_\_\_\_ is made and entered into as of \_\_\_\_\_  
by and between:

\_\_\_\_\_ ("Lender"), residing at \_\_\_\_\_, and

\_\_\_\_\_ ("Borrower"), residing at \_\_\_\_\_.

The parties agree to the following terms and conditions regarding the loan of funds:

## 1. Loan Amount

The Lender agrees to loan the Borrower the sum of \_\_\_\_\_ ("Loan Amount"), which the Borrower acknowledges receipt of as of the date of this Agreement.

## 2. Interest Rate

The Loan Amount will bear interest at a rate of \_\_\_\_\_ % per annum, calculated monthly on the unpaid principal balance.

## 3. Repayment Terms

The Borrower agrees to repay the Loan Amount as follows:

a. Payment Schedule: Payments shall be made in \_\_\_\_\_ installments of \_\_\_\_\_ starting on \_\_\_\_\_ and continuing until the Loan Amount, plus interest, is fully paid by \_\_\_\_\_.

b. Method of Payment: Payments shall be made via \_\_\_\_\_.

## 4. Late Payment

In the event of late payment, the Borrower agrees to pay a late fee of \_\_\_\_\_ for each \_\_\_\_\_ the payment is overdue.

## 5. Prepayment

The Borrower may prepay the Loan Amount, in whole or in part, at any time without penalty. Any prepayment will first be applied to any outstanding interest and then to the principal balance.

## 6. Default

The Borrower shall be in default if any of the following occur:

- a. Failure to make a payment when due.
- b. Filing for bankruptcy or insolvency.
- c. Breach of any term or condition of this Agreement.

In the event of default, the Lender has the right to:

Declare the entire unpaid balance immediately due and payable.

Seek legal action to recover the amount owed, including any reasonable attorney's fees and costs incurred.

## 7. Security (Optional)

The Borrower agrees to provide the following collateral as security for the Loan Amount: \_\_\_\_\_. If the Borrower defaults, the Lender has the right to seize the collateral.

## 8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to its conflict of laws principles.

## 9. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior negotiations, discussions, or agreements.

## 10. Amendments

Any amendments to this Agreement must be made in writing and signed by both parties.

## 11. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

### Lender

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

### Borrower

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_