**Unsecured Note**

**Basic Information**

**Date:** {{date\_signed}}

**Maker:** {{maker\_name}}

**Maker's Mailing Address:**

{{maker\_street}}

{{maker\_city\_state\_zip}}

{{maker\_county}} County

**Payee:** {{lender\_name}}

**Place for Payment:**

{{lender\_street}}

{{lender\_city\_state\_zip}}

{{lender\_county}} County

**Principal Amount:** ${{amount\_borrowed}}

**Annual Interest Rate:** {{interest\_rate\_before\_maturity}}%

**Maturity Date:** {{maturity\_date}}

**Annual Interest Rate**

**on Matured, Unpaid**

**Amounts:** {{interest\_rate\_after\_maturity}}%

**Terms of Payment (principal and interest):** Interest on the unpaid Principal Amount will accrue at the Annual Interest Rate, compounded annually, through the Maturity Date. After the Maturity Date, interest on the unpaid Principal Amount will accrue at the Annual Interest Rate on Matured, Unpaid Amounts, compounded annually. If final judgment is entered in the pending lawsuit ({{litigation\_county}} County, Texas Cause No. {{cause\_number}}) before the Principal Amount is paid in full, the entire unpaid Principal Amount shall become immediately due and payable ten (10) days following the entry of such final judgment, along with any accrued interest.

**Promise to Pay**

Maker promises to pay to the order of Payee the Principal Amount plus accrued interest. This note is payable at the Place for Payment and according to the Terms of Payment. All unpaid amounts shall be due by the Maturity Date, unless accelerated per the Terms of Payment. If any amount is not paid either when due under the terms of payment or on acceleration of maturity, Maker promises to pay any unpaid amount plus interest from the date the payment was due to the date of payment at the Annual Interest Rate on Matured, Unpaid Amounts by making payments of ${{monthly\_payment}} per month to Payee at the Place for Payment with the first payment due and payable on {{date\_first\_payment\_due}} and a like payment of ${{monthly\_payment}} due and payable on the first day of each month thereafter until the Principal Amount and any accrued interest are paid in full.

**Prepayment Clause**

Maker may prepay this note in any amount at any time before the Maturity Date without penalty or premium. Prepayments will be applied to installments on the last maturing principal, and interest on that prepaid principal will immediately cease to accrue.

**Defaults and Remedies**

If Maker defaults in the payment of this note or in the performance of any obligation in any instrument securing or collateral to this note, Payee may declare the unpaid principal balance, earned interest, and any other amounts owed on the note immediately due and may exercise all other rights and remedies available at law or in equity.

**Waivers**

Maker and each surety, endorser, and guarantor waive, to the extent permitted by law, all (1) demand for payment, (2) presentation for payment, (3) notice of intention to accelerate maturity, (4) notice of acceleration of maturity, (5) protests, and (6) notice of protest.

**Attorney's Fees**

Maker also promises to pay reasonable attorney's fees and court and other costs if an attorney is retained to collect or enforce this note. These expenses will bear interest from the date of advance at the Annual Interest Rate on Matured, Unpaid mounts. Maker will pay Payee these expenses and interest on demand at the Place for Payment. These expenses and interest will become a part of the debt evidenced by the note and will be secured by any security for payment.

**Usury Savings**

Interest on the debt evidenced by this note will not exceed the maximum rate or amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the Principal Amount or, if the Principal Amount has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess interest will be canceled automatically as of the acceleration or prepayment or, if the excess interest has already been paid, credited on the principal amount or, if the principal amount of the debt has been paid, refunded. This provision overrides any conflicting provisions in this note and all other instruments concerning the debt.

**Other Clauses**

Each Maker is responsible for all obligations represented by this note.

When the context requires, singular nouns and pronouns include the plural.

Maker agrees to pay the reasonable and necessary attorney’s fees and costs incurred by Payee in connection with the enforcement of this note and collection efforts undertaken by Payee.

This note is given to evidence the indebtedness imposed on Maker by the loan made to Maker by Payee for Maker’s attorney’s fees in Cause No. {{cause\_number}}, styled "{{case\_style}}," in the {{court\_number}} Judicial District Court of {{litigation\_county}} County, Texas.

{{maker\_name}}, Maker

**PREPARED IN THE OFFICE OF:**

KOONSFULLER P.C.

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