

# GEORGIA PROMISSORY NOTE

## DATE OF VALIDITY

This Promissory Note, referred to hereinafter as the "Note," commences as of \_\_\_\_\_  
[Effective date in MM/DD/YYYY format].

## PARTIES

This Note is made between the following private individuals:

**Borrower:** \_\_\_\_\_ [Borrower's full legal name], with a mailing address of \_\_\_\_\_  
[Borrower's street address, city, Georgia ZIP code], referred to hereinafter as the "Borrower."

**Lender:** \_\_\_\_\_ [Lender's full legal name], with a mailing address of \_\_\_\_\_  
[Lender's street address, city, state, ZIP code], referred to hereinafter as the "Lender."

## LOANED AMOUNT

**Principal Sum:** The Borrower promises to pay the Lender the principal sum of \_\_\_\_\_ [Loan amount written in words] Dollars (\$\_\_\_\_\_ [Loan amount in numbers]), referred to hereinafter as the "Borrowed Money."

**Interest Rate:** Interest will accrue on the unpaid principal at a rate of \_\_\_\_\_ [Annual interest rate, not to exceed the maximum rate allowed by Georgia law] percent per annum, beginning on the Effective Date and continuing according to the terms of this Note.

## TERMS AND CONDITIONS

### 1. PAYMENTS

The full balance of this Note, including any accrued interest and late fees, is due and payable on \_\_\_\_\_ [Due date in MM/DD/YYYY format], referred to hereinafter as the "Due Date."

The Borrower will repay the amount owed by selecting one repayment method below:

**Repayment Method:** \_\_\_\_\_ [Write "lump sum" or "installments"].

**Lump Sum:** If lump sum repayment is selected, the Borrower will pay a single payment of \_\_\_\_\_ [Total repayment amount written in words] Dollars (\$\_\_\_\_\_ [Total repayment amount in numbers]) by the Due Date.

**Installments:** If installment repayment is selected, the Borrower will pay \_\_\_\_\_ [Installment amount written in words] Dollars (\$\_\_\_\_\_ [Installment amount in numbers]) on a \_\_\_\_\_ [Weekly, monthly, or quarterly] basis, with any remaining balance payable on the Due Date.

## 2. UNSECURED NOTE

This Note is unsecured. No collateral is pledged by the Borrower to secure repayment of the Borrowed Money.

## 3. LATE PAYMENTS AND DEFAULT PROVISIONS

**Late Fee:** A late payment fee of \_\_\_\_\_ [Late fee amount written in words] Dollars (\$\_\_\_\_\_ [Late fee amount in numbers]) will be charged if an installment is not paid when due or if the full balance is not paid by the Due Date.

**Default Interest:** If the Borrower does not pay this Note in full by the Due Date or does not pay an installment when due, unpaid amounts will continue to accrue interest at the lesser of the rate stated in this Note or the maximum rate permitted by Georgia law until the default is cured.

**Acceleration:** If the Borrower defaults under this Note and does not cure the default within the minimum time required by applicable law after written notice is provided, the Lender may declare all outstanding sums immediately due and payable.

## 4. ALLOCATION OF PAYMENTS

Payments by the Borrower will be credited against the Borrowed Money owed in the following order: first, late fees owed by the Borrower; second, interest due; and third, the principal sum.

## **5. PREPAYMENT**

The Borrower may repay all or part of the sums owed under this Note before the Due Date without penalty or additional fees.

## **6. ATTORNEY'S FEES AND COSTS**

The Borrower shall pay reasonable costs that the Lender incurs when enforcing this Note and collecting debts owed after a default, including reasonable attorney's fees, to the extent permitted by law.

If the Lender or Borrower pursues legal action to enforce this Note, the prevailing party may recover reasonable attorney's fees and costs from the non-prevailing party, to the extent permitted by law.

## **7. ENFORCEABILITY OF THIS NOTE**

**Non-Waiver:** Failure or delay by the Lender in exercising the Lender's rights under this Note will not be considered a waiver of those rights.

**Severability:** Any provision within this Note that is determined to be void or unenforceable for any reason will not invalidate the enforceability of any other provision.

**Integration:** There are no verbal or other agreements that alter or affect the terms of this Note. This Note may not be modified or amended except by a written agreement signed by both the Borrower and the Lender.

## **8. NOTICE**

Any notices required or permitted by this Note must be given in writing and delivered in person, by certified mail with postage prepaid and return receipt requested, by facsimile, or by a commercial overnight courier that provides a delivery receipt. All notices must be made to the parties at the addresses listed in this Note unless a party provides written notice of a new address.

## 9. CO-SIGNER

**Co-Signer Selection:** \_\_\_\_\_ [Write "co-signer" or "no co-signer"].

If this Note has a co-signer, the co-signer is \_\_\_\_\_ [Co-signer's full legal name], with a mailing address of \_\_\_\_\_ [Co-signer's street address, city, state, ZIP code], referred to hereinafter as the "Co-Signer."

The Co-Signer agrees to be personally responsible for the Borrower's payment obligations under this Note if the Borrower fails to pay as required.

## 10. GOVERNING LAW

This Note shall be governed by the laws of the State of Georgia.

## PARTY SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Note as of the date signed below.

Lender's Signature: \_\_\_\_\_ Date: \_\_\_\_\_ [Date signed in MM/DD/YYYY format]

Print Name: \_\_\_\_\_ [Lender's printed full legal name]

Borrower's Signature: \_\_\_\_\_ Date: \_\_\_\_\_ [Date signed in MM/DD/YYYY format]

Print Name: \_\_\_\_\_ [Borrower's printed full legal name]

Co-Signer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_ [Date signed in MM/DD/YYYY format]

Print Name: \_\_\_\_\_ [Co-Signer's printed full legal name]

This document does not constitute legal advice. A qualified legal professional should be consulted for advice regarding specific circumstances.