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## Promissory Note

*Alabama*

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

**Amount:** \$2

**FOR VALUE RECEIVED**, the undersigned borrower, \_\_\_\_\_, having a primary address at the following:

\_\_\_\_\_

who shall hereinafter be known as "Borrower", hereby promises to pay lender, \_\_\_\_\_, having a primary address at the following:

\_\_\_\_\_

who shall hereinafter be referred to as "Lender", the the sum of \$2 (two US dollars) ("Principal Amount") with interest at the rate of 100% per annum ("Interest") on the unpaid principal in accordance with the terms and conditions set forth below.

### **Article 1 - TERMS OF REPAYMENT:**

**General Repayment:** The Principal Sum plus all accrued interest will be paid back in full on \_\_\_\_\_ ("Due Date"). The Parties, between them, shall agree upon a payment method and structure, but the Borrower shall ensure that the entirety of the Principal Sum and all interest will be returned by the Due Date.

**Past Due Interest:** If the Due Date passes and the entirety of the Principal Sum with accrued interest has not been paid back, a higher interest rate of 100% per annum on

the unpaid amount will be charged until all the funds owing are recouped in full.

**Article 2 - DEFAULT:**

The following events constitute default of this Promissory Note and upon their occurrence, the entirety of any remaining amount due shall become immediately payable:

- a) Borrower's insolvency;
- b) Borrower's death, incompetency; liquidation, or dissolution;
- c) Borrower's making of a general assignment for the benefit of Borrower's creditors;
- d) Borrower's filing of any bankruptcy proceedings; or
- e) Any application for the appointment of a receiver for Borrower.

**Article 3 -**

**Article 4 - GENERAL PROVISIONS:**

- a) **GOVERNING LAW:** This Promissory Note shall be governed in all respects by the laws of the state of Alabama and any applicable federal law. Borrower consents to jurisdiction under the state and federal courts within the state of Alabama. Borrower agrees that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.
- b) **AMENDMENTS:** This Promissory Note may only be amended in writing signed by both Parties.
- c) **ASSIGNMENT:** This Promissory Note, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by Borrower.
- d) **NOTICE:** Notice shall be given to either Party at the addresses listed at the top of this document, through certified mail, return receipt requested or at the following email addresses. Notice is deemed given when sent.

Borrower: \_\_\_\_\_

Lender: \_\_\_\_\_

e) BINDING: This Promissory Note will inure to the benefit of and be binding upon the respective successors, assigns, heirs, executors and/or administrators of Borrower.

f) HEADINGS: Headings to this Promissory Note are for convenience only and shall not be construed to limit or otherwise affect the terms of this Promissory Note.

***EXECUTION:***

***BORROWER:***

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

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

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

**State of Alabama**

**County of:** \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before  
me, personally appeared \_\_\_\_\_, to  
me known to be the person described in and who executed the foregoing instrument,  
and acknowledged that they executed it as their free act and deed.

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Notary Signature, Printed Name, and Notary/Bar Roll Number