

THIS FORM HAS BEEN PREPARED FOR USE IN THE STATE OF INDIANA BY LAWYERS ONLY. USING THIS FORM, FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS AND INSERTING SPECIAL CLAUSES MAY CONSTITUTE THE PRACTICE OF LAW, WHICH SHOULD BE PERFORMED ONLY BY A LAWYER.

# PROMISSORY NOTE

The undersigned (Borrower) promises to pay to the order of \_\_\_\_\_, \_\_\_\_\_ (Holder), the sum of \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_), together with simple interest on the principal amount outstanding at the rate of \_\_\_\_\_ percent ( \_\_\_\_\_ %) per annum until this Note is paid in full, except during any period of default the interest rate shall be \_\_\_\_\_ percent ( \_\_\_\_\_ %) per annum.

Payment on this Note shall be made as follows [mark only one]:

- (1)  On demand
- (2)  On or before \_\_\_\_\_, at which time all principal and interest shall be paid in full.
- (3)  In \_\_\_\_\_ monthly installments of \$ \_\_\_\_\_ each, beginning \_\_\_\_\_ and continuing on the same day of each month until \_\_\_\_\_, at which time all remaining principal and interest shall be paid in full.
- (4)  In \_\_\_\_\_ monthly installments of \$ \_\_\_\_\_ each, beginning \_\_\_\_\_ and continuing on the same day of each month until \_\_\_\_\_, at which time a final/balloon payment of \$ \_\_\_\_\_ shall be due, which shall pay this Note in full, if all monthly payments have been timely made. This Note has been amortized over a period of \_\_\_\_\_ years.
- (5)  Insert any other payment provisions here: \_\_\_\_\_

If any payment pursuant to this Note is not paid when due, the entire unpaid principal and interest shall, at the option of the Holder of this Note, become immediately due and payable. Forbearance on the part of the Holder in accelerating or pursuing collection of this Note shall not operate as a waiver of the right to do so at any future date. Upon default, the Holder shall be entitled to recover all costs of collection, including, but not limited to, reasonable attorney fees. This Note is payable without relief from valuation or appraisal laws. This Note may be prepaid in full, or in part, without penalty. Payments shall be applied first to costs of collection, then to interest, then to principal.

Presentment, notice of dishonor and protest are waived by all makers, sureties, guarantors and endorsers of this Note. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their heirs, successors, assigns and legal representatives. This Note shall be governed by Indiana law. Time shall be of the essence. If this Note is inconsistent with any security agreement or mortgage, the provisions of this Note shall control.

[Mark the appropriate provision]:

- This note is unsecured.
- To secure the payment of this Note, the undersigned has granted a security interest in personal property described in a Security Agreement dated \_\_\_\_\_.
- To secure the payment of this Note, the undersigned has granted a mortgage to Holder on real estate described in a Real Estate Mortgage dated \_\_\_\_\_.

Additional Provisions:

Payment of this Note shall be made to the Holder at \_\_\_\_\_, or at such other address as the Holder may designate to the undersigned in writing. This Note is executed on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signature \_\_\_\_\_ Borrower  
Printed \_\_\_\_\_  
Address \_\_\_\_\_

Signature \_\_\_\_\_ Borrower  
Printed \_\_\_\_\_  
Address \_\_\_\_\_

This instrument prepared by: \_\_\_\_\_ Attorney at Law

