

YOUR LOGO
HERE

UNSECURED LOAN AGREEMENT INDIVIDUALS TO INDIVIDUAL

THIS UNSECURED LOAN AGREEMENT made

THE ___ DAY OF _____ 20__

BETWEEN

James Johnson of 1 Sydney Street Sydney 2000 and

Julie Johnson of 1 Sydney Street Sydney 2000

(the “Lenders”)

AND

Andrew Smith of 1 Perth Street Perth 5000 , Journalist **(the “Borrower”)**

THIS UNSECURED LOAN AGREEMENT made on _____ of _____ 20__.

BETWEEN: James Johnson of 1 Sydney Street Sydney 2000 ; and
Julie Johnson of 1 Sydney Street Sydney 2000 (**the “Lenders”**)

AND Andrew Smith of 1 Perth Street Perth 5000 , Journalist (**the “Borrower”**)

WHEREAS:

- A. The Borrower is indebted to the Lenders for the amount of the loan as set out below in Clause 1.
- B. The Lenders have and may advance further moneys to the Borrower by way of loan.
- C. The Lenders and the Borrower wish to formally record the terms of all borrowings past, present or future that might be made by the Borrower from the Lenders and unless otherwise agreed in writing the terms of this Loan Agreement shall apply to all such borrowings.

THE PARTIES AGREE AS FOLLOWS:

1. ACKNOWLEDGEMENT OF THE LOAN

- 1.1. The Borrower acknowledges that the Lenders have lent to the Borrower the sum of \$20,000 (the “Loan”). The Loan was made to the Borrower on 21/06/2010. The Loan is unsecured.
- 1.2. The Borrower further acknowledges that the terms of this Loan Agreement are the terms upon which the Lenders are prepared to continue to lend the Loan to the Borrower and make further advances (the “Further Advances”).
- 1.3. The Further Advances if made shall form part of the Loan, the amount/s of which shall thereupon be increased by the amount/s of the Further Advances and the terms of this Loan Agreement shall apply.

2. REPAYMENT OF LOAN

- 2.1. All moneys lent to the Borrower by the Lenders including the Loan must be repaid by the Borrower to the Lenders as follows:
 - 2.1.1. immediately upon receipt by the Borrower of a written demand from the Lenders requiring the Borrower to repay the Loan; or
 - 2.1.2. on or before the ___/___/___; or
 - 2.1.3. upon any default by the Borrower; or
 - 2.1.4. upon any other event referred to in this Loan Agreement that entitles the Lenders to require repayment of the Loan.

- 2.2. If the Loan becomes repayable then the Lenders may at the Lenders' discretion require only partial repayment of the Loan, in which event the balance of the Loan not repaid continues to be immediately due and owing and the terms of this Loan Agreement apply.
- 2.3. The Borrower will repay the Loan by instalments of Three hundred and sixty two dollars (\$362.00) each week payable on the last calendar day of that period, such instalments starting from the month following the execution of this Loan Agreement. If there is an amount outstanding on the Loan when it falls due for repayment, the balance owing will be repayable as set out in this clause.
- 2.4. The Borrower promises and undertakes to repay the Loan to the Lenders as set out in this Clause 2. Any failure by the Borrower to comply with this clause is a breach of an essential term and notwithstanding anything in this Loan Agreement the whole of the Loan then owing becomes immediately due and payable.

3. RIGHT TO REPAY

- 3.1. Notwithstanding Clause 2, the Borrower may at any time repay the whole or any part of the Loan even though no demand has been made for repayment and even though the term of the Loan has not expired.

4. INTEREST

- 4.1. The Borrower will pay interest to the Lenders on the Loan on so much of the Loan as is outstanding from time to time at the rate of 8.64 % per annum.
- 4.2. The Borrower will pay interest on the Loan or any balance of the Loan on a monthly basis. This will be an Interest Period. The interest must be paid by the Borrower within 7 days of the expiry of each Interest Period.
- 4.3. If the Borrower is paying by instalments, such instalments shall first be applied towards the payment of any interest outstanding at the time and secondly as to the balance in whole or partial repayment of the Loan. The interest is to be calculated on the amount of the Loan outstanding at the beginning of the Interest Period.
- 4.4. Any failure to pay interest by the Borrower under this clause shall be a breach of an essential term of this Agreement.

5. DEFAULT BY BORROWER

- 5.1. If the Borrower fails to pay any instalment of the Loan in accordance with Clause 2.1 or interest when due, then the Borrower will be in default and the Lenders may, notwithstanding anything elsewhere contained, by written demand require immediate repayment by the Borrower of the whole of the amount of the Loan or any balance

outstanding.

- 5.2. The written demand signed by the Lenders may be served on the Borrower at the Borrower's last known address. A written demand may be served by pre-paid post and if served by post, shall be deemed received 3 days after the date of posting. If served personally, the written demand shall be deemed served on the date of personal service. A written demand may be served by facsimile. If sent by facsimile, it shall be deemed received by the Borrower on the day after the day it has been sent to him/her by facsimile. A facsimile transmission sheet will be conclusive evidence of the written demand having been sent to that facsimile number.

6. WHOLE AGREEMENT

- 6.1. This Loan Agreement represents the whole agreement between the Lenders and the Borrower concerning the lending to the Borrower of the Loan and all Future Advances. All representations, understandings or prior agreements concerning the Loan are acknowledged as having been waived and of no force or effect whatsoever.

7. SECURITY

- 7.1. Notwithstanding any Loan period and notwithstanding that there has been no breach by the Borrower, the Lenders may at any time at the Lenders' absolute discretion by notice in writing require the Borrower to provide security for the Loan. At the Lenders' absolute discretion, that security may be a registered mortgage over any land owned by the Borrower or a bill of sale over any personal property of the Borrower or by the provision of a guarantee by a third person guaranteeing the Borrower's observance of this Loan Agreement. It is the obligation of the Borrower to obtain any consent that may be required to enable such security to be registered. A failure to obtain such consent shall be a breach by the Borrower of this Loan Agreement.
- 7.2. If after 90 days the Borrower has failed to provide the security requested by the Lenders on terms satisfactory to the Lenders, the Lenders may at any time thereafter by demand in writing require the whole of the Loan to be repaid and the Borrower must thereupon repay the Loan.

IN WITNESS WHEREOF the parties have executed this Loan Agreement on ___/___/20__.

SIGNED BY (Lender))
James Johnson)
in the presence of:)
)

Signature

Signature of Witness
Print Name:

SIGNED BY (Lender))
Julie Johnson)
in the presence of:)
)

Signature

Signature of Witness
Print Name:

SIGNED BY (Borrower))
Andrew Smith)
in the presence of:)
)

Signature

Signature of Witness
Print Name:

SAMPLE ONLY
YOUR DOCUMENT WILL VARY DEPENDING ON THE ANSWERS YOU
PROVIDE THROUGH THE BUILDING PROCESS