

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

## STUDENT LOAN PROMISSORY NOTE

FOR VALUE RECEIVED, the Borrower (the "Borrower") named below hereby promises to pay to Dallas Hebrew Free Loan Association (the "Association" or "Payee") at its principal offices in Dallas, Dallas County, Texas the principal sum of twenty-four thousand dollars (\$24,000.00) or so much as is advanced to Borrower from time to time hereunder, without interest, up to the maximum sum of twenty-four thousand dollars (\$24,000.00) in accordance with the terms prescribed below. The Association may, but is not obligated to, advance to Borrower disbursements (in a sum not to exceed three thousand dollars (\$3,000.00) per semester) during each semester that Borrower is a full-time student for no more than eight consecutive semesters. The Association shall record the date of each advance made under this Note and the date of each payment in its records.

The Borrower agrees to repay the loan in monthly installments, with each installment being due and payable on or before the 15<sup>th</sup> day of each month, with the first payment being due on or before the 15<sup>th</sup> day of the month following the month in which the Note was signed (if signed prior to the 15<sup>th</sup> day of a month) or on the 15<sup>th</sup> day of the second month following the month in which the Note was signed (if signed after the 15<sup>th</sup> day of a month) and continuing each consecutive month thereafter until this Note is paid in full.

If this Note evidences a loan to Borrower who is seeking an degree, during the period Borrower is a full-time student (herein defined as being registered for twelve (12) semester undergraduate hours or nine (9) semester graduate hours) for each month Borrower is so registered and for a period of six months following graduation, Borrower agrees to make monthly installments of \$75.00 each month.

Borrower acknowledges that the monthly installments due and owing under this Note shall be increased to the greater of two hundred fifty dollars (\$250.00) or one sixty-sixth (1/66th) of the then-remaining loan balance upon the occurrence of one of the following events:

- (1) The Borrower has graduated and six (6) months has lapsed; or
- (2) The Borrower is no longer a full-time student in an academic program approved by the Association; or
- (3) The Borrower has failed to provide the Association with continuing proof of enrollment in an approved academic program and current address; or
- (4) The Borrower fails to make a scheduled repayment installment at the time it is due and payable, and the default continues for thirty (30) days;

- (5) Six (6) months have elapsed since the end of the semester in which the eighth advance was made to Borrower.

This Note may be prepaid in whole or in part at any time or times without penalty. Prepayments will be applied in inverse order, beginning with the last remaining scheduled repayment installment.

Time is of the essence with regards to this Note.

If the Borrower fails to make a scheduled repayment installment at the time it is due and payable, and the default continues for thirty (30) days, then the Association may declare the unpaid principal balance of this Promissory Note to be immediately due and payable. All past due principal following the aforesaid thirty-day grace period shall bear interest at five percent(5%) per annum.

The Borrower waives presentment, demand, protest, notice of intent to accelerate, notice of acceleration and all other notices of any kind. If this Promissory Note is placed in the hands of a collection agency or attorney for collection, or suit is brought to collect the unpaid balance of this Promissory Note, or this Promissory Note is collected through bankruptcy or probate proceedings, then the Borrower agrees to pay collection costs, including reasonable attorneys' fees and court costs, in addition to the unpaid principal.

Initials (Borrower) \_\_\_\_\_

The Borrower jointly and severally, absolutely, unconditionally and irrevocably guarantees the prompt and complete payment in full of all amounts due and owing from time to time under this Promissory Note. The total amount of the loan made under this Promissory Note will not exceed the maximum amount of \$24,000.00.

This promissory note may be executed in two (2) or more counterparts by the Maker each of which shall be deemed an original but all of which together will constitute one and the same instrument.

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**BORROWER NAME** (*Please Print*)

**SIGNATURE**

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Address

City

State Zip

Cellphone