

Promissory Note

Amount: \$ _____, California
Date: _____

FOR VALUE RECEIVED, _____,
hereinafter referred to as "Payor", promises to pay to _____,
hereinafter referred to as "Payee", at _____, or at
such other place as the Payee may designate in writing, the principal sum of
_____ (\$ _____),
together with interest from the date shown above at a rate of _____ percent (_____%)
per annum on the unpaid principal balance in accordance with the following provisions:

1. Commencing _____, 200____, and on the first day of each and every month thereafter until _____, 20____, the Payor shall pay to Payee installments of _____ (\$ _____), including principal and accrued interest on the unpaid principal balance. The entire outstanding principal balance shall be due and payable in full on or before _____, 20____.
2. This Note is to be interpreted and enforced under the laws of the State of California. This Note may be prepaid in whole or in part at any time without penalty or premium. Prepayment amounts shall be applied in the inverse order such installment payments are due, applying first to the last principal installment due hereunder.
3. The Note Holder shall have the right to declare the amount of the total unpaid balance due and payable in advance of the maturity date upon the failure of the undersigned to pay when due any of the installments of interest and/or principal. Upon exercise of this option by the Payee, the entire unpaid principal shall bear interest at the highest rate allowed by law. Forbearance to exercise this option with respect to any failure or breach of the undersigned shall not constitute a waiver of the rights to any continuing failure or breach or any subsequent failure or breach.
4. In no event shall the amount of interest due or payments in the nature of interest payable hereunder exceed the maximum rate of interest allowed by applicable law, as amended from time to time, and in the event any such payment is paid by the undersigned or received by the Payee, then such excess sum shall be credited as a payment of principal, unless the Payor shall notify the Payee in writing, that the Payor elects to have such excess sum returned forthwith.
5. Time is of the essence and, in the case that this Note is collected by law or through an attorney-at-law, or under advice therefrom, the undersigned agrees to pay all costs of collection including reasonable attorneys' fees and court costs. Reasonable attorneys' fees are defined to include, but not be limited to, all fees incurred in all matters of collection and enforcement, construction and interpretation, before, during and after suit, trial, post trial proceedings, and appeals. Attorneys' fees shall also include hourly charges for paralegals, law clerks and other staff members operating under the supervision of an attorney.
6. If more than one party shall execute this Note, the term "Payor" as used herein, shall mean all parties signing this Note, who shall be jointly and severally obligated hereunder.

IN WITNESS WHEREOF, the undersigned has caused this Note to be executed in its name on the day and year first above written.

_____, Payor

_____, Payor