

# Loan Agreement — State of Louisiana

State of Louisiana

Loan Amount: \_\_\_\_\_

Interest Rate: \_\_\_\_\_%

Repayment Type: \_\_\_\_\_

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

## PARTIES & PRINCIPAL SUM

This Loan Agreement ("Agreement") is made and entered into as of the start date of execution, by and between \_\_\_\_\_ ("Lender"), having an address at \_\_\_\_\_, and \_\_\_\_\_ ("Borrower"), having an address at \_\_\_\_\_. Borrower acknowledges receipt of the principal sum of \_\_\_\_\_ ("Principal") from Lender, which Borrower agrees to repay in full along with accrued interest in accordance with the terms of this Agreement.

## INTEREST RATE & USURY COMPLIANCE

INTEREST RATE: The outstanding Principal balance under this Agreement shall bear simple interest at the rate of \_\_\_\_\_% per annum, calculated from the commencement date of \_\_\_\_\_ until paid in full. The interest rate charged under this Agreement shall comply with all usury interest caps under the laws of the State of Louisiana.

## REPAYMENT TERMS

REPAYMENT TERMS (INSTALLMENTS): Borrower shall repay the Principal amount plus accrued interest in regular installments on a monthly basis. The final outstanding balance of Principal, accrued interest, and fees shall be paid in full on or before the maturity due date of \_\_\_\_\_.

## SECURITY & COLLATERAL ASSIGNMENT

SECURITY & COLLATERAL: This Loan Agreement is unsecured. Lender relies solely on the personal creditworthiness and promise of the Borrower to pay.

## DEFAULT & DEBT ACCELERATION

DEFAULT & ACCELERATION: If Borrower fails to make any payment when due under this Agreement, and such default continues for a period of fifteen (15) days, Lender may declare the entire outstanding Principal balance plus all accrued interest immediately due and payable ("Acceleration"). Borrower shall be liable for all reasonable collection costs and attorney fees incurred by Lender in enforcing this

Agreement.

## GOVERNING LAW & ENFORCEABILITY

GOVERNING LAW: This Agreement shall be governed by, and construed in accordance with, the laws of the State of Louisiana. Any disputes arising under this Agreement shall be resolved in the courts of Louisiana.

This Agreement constitutes the entire contract between the parties regarding this loan and overrides all prior oral or written agreements.

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## STATE-REQUIRED PROVISIONS

**LOUISIANA CONVENTIONAL INTEREST (LA. CIV. CODE ART. 2924): CONVENTIONAL INTEREST CANNOT EXCEED 12% PER ANNUM UNLESS AUTHORIZED BY THE LOUISIANA CONSUMER CREDIT LAW.**

## SIGNATURES

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Signature

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

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