

# Promissory Note — State of South Dakota

State of South Dakota

**Principal Amount:** \_\_\_\_\_

**Interest Rate:** Interest-Free

**Repayment Type:** Lump Sum

**Security:** Unsecured

## PROMISE TO PAY

For value received, \_\_\_\_\_ ("Borrower"), of \_\_\_\_\_, promises to pay to \_\_\_\_\_ ("Lender"), of \_\_\_\_\_, the principal sum of \_\_\_\_\_ under the terms and conditions set forth in this Note.

## INTEREST TERMS

This Note shall not bear interest on the unpaid principal balance. All payments under this Note shall be interest-free.

## REPAYMENT TERMS

The entire outstanding principal amount of the loan, along with any accrued but unpaid interest, shall be due and payable in one lump-sum payment on or before \_\_\_\_\_.

## SECURITY & COLLATERAL

This Note is unsecured. No collateral is pledged for the repayment of this loan.

## LATE FEES

No late fees shall be assessed for payments made after the due date, but Lender reserves all other remedies for default.

## DEFAULT & ACCELERATION

In the event of default under this Note, including the failure to make any payment when due, the Lender may declare the entire outstanding principal balance and any accrued interest immediately due and payable (Acceleration). Borrower and Co-signer (if any) agree to pay all reasonable costs of collection, including reasonable attorney fees incurred by the Lender in enforcing this Note.

## GOVERNING LAW

This Note shall be governed by, and construed in accordance with, the laws of the State of South Dakota.

If any provision of this Note is held to be invalid or unenforceable under the laws of South Dakota, the remaining provisions shall continue in full force and effect.

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## STATE-REQUIRED PROVISIONS

**SOUTH DAKOTA INTEREST RATES (S.D. CODIFIED LAWS § 54-3-1.1): PARTIES MAY AGREE IN WRITING TO ANY RATE OF INTEREST (SUBJECT TO 36% CAP ON SHORT-TERM CONSUMER LOANS UNDER § 54-4-44).**

## SIGNATURES

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Signature

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

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