

# HARD MONEY LOAN AGREEMENT

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

## Lender Information:

Full Name / Entity: \_\_\_\_\_

Address: \_\_\_\_\_

Phone / Email: \_\_\_\_\_

## Borrower Information:

Full Name / Entity: \_\_\_\_\_

Address: \_\_\_\_\_

Phone / Email: \_\_\_\_\_

## Loan Details:

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

Interest Rate (Annual %): \_\_\_\_\_

Loan Term (months): \_\_\_\_\_

Payment Schedule: \_\_\_\_\_

Prepayment Penalty (if any): \_\_\_\_\_

## Collateral Description:

Description of Property / Asset Securing Loan: \_\_\_\_\_

(Include address, legal description, or identifying details)

## Terms and Conditions:

### 1. Loan Agreement

Lender agrees to loan Borrower the principal sum stated above, and Borrower agrees to repay this loan according to the terms contained herein.

### 2. Interest

Interest shall accrue on the unpaid principal balance at the stated annual rate calculated on a 360-day year basis, payable according to the payment schedule.

### 3. Payment Schedule

Borrower shall make payments as specified in the payment schedule section above, including principal and interest, until the loan is paid in full.

### 4. Prepayment

Borrower may prepay all or any part of the principal without penalty except as stated in the prepayment penalty section above.

### 5. Late Payments

Any payment not received within five (5) days of the due date shall incur a late fee of 5% of the overdue amount.

## **6. Default**

Upon Borrower's failure to make payments as agreed or breach of any term of this Agreement, Lender may declare the entire unpaid balance immediately due and payable and pursue all remedies available at law or equity.

## **7. Security Interest**

Borrower grants Lender a security interest in the collateral described above to secure repayment of the loan. Borrower agrees to execute any documents necessary to perfect this lien.

## **8. Representations and Warranties**

Borrower represents that all information provided is true and accurate, and that the Borrower has full authority to enter into this Agreement.

## **9. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_ without regard to its conflicts of law provisions.

## **10. Attorney's Fees and Costs**

In the event of default, Borrower agrees to pay all reasonable attorney's fees and costs incurred by Lender in enforcing this Agreement.

## **11. Notices**

All notices required or permitted under this Agreement shall be in writing and delivered personally, by certified mail, or by nationally recognized overnight courier to the addresses provided herein.

## **12. Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral.

## **13. Amendments**

No modification or amendment to this Agreement shall be effective unless in writing and signed by both parties.

## **14. Severability**

If any provision of this Agreement is found to be unenforceable, the remaining provisions shall continue in full force and effect.

## **15. Waiver**

Failure or delay by either party to enforce any provision shall not constitute a waiver of that provision or any other rights.

## **16. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original.

## **17. Binding Effect**

This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns.

## **18. No Oral Agreements**

No oral agreements, understandings, or representations shall modify or affect this Agreement.

**LENDER'S SIGNATURE**

**BORROWER'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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