**Loan Agreement**

This loan agreement is made on the day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2011 by and among William & Henry, a Partnership organized under the laws of the State of Arizona (hereinafter known as “Borrower”) and John Smith, LLC, and LLC organized under the laws of State of Alaska (hereinafter known as “Lender”). Borrower and Lender shall collectively be known herein as “the Parties”. In determining the rights and duties of the Parties under the Loan Agreement, the entire document must be read as a whole.

**Terms of Loan**

The Borrower and Lender, hereby further set forth their rights and obligations to one another under the Loan Agreement and agreed to be legal bound as follows:

**Loan Payment Terms:** Borrower to pay $500 to Lender every month for the life of the loan. First payment shall be due 30 days from the date of execution of this agreement and continue each month on the monthly anniversary thereafter until the Loan Balance, including principal and accrued interest, is paid in full or demand for payment in full is made by Lender. In cases where a payment due date is the 29th, 30th and 31st of a month and said month contains a shorter number of days, then the due date shall be the last date of the month.

**Demand by Lender:** This is a “demand” loan agreement under which borrower is required to pay back in full the entire outstanding Loan Balance within 15 days of receiving a written demand from Lender or full repayment of the Loan Balance. Delivery of the written notice by Lender to Borrower via U.S. Postal Service Certified Mail shall constitute prima facie evidence of delivery.

**Method of Loan Payment:** The Borrower shall make all payments called for under this loan agreement by sending check or other negotiable instrument made payable to the following individual or entity at the indicated address:

William Brown

123 Home Street

Chicago, IL 11111

**Default:** The occurrence of any of the following events shall constitute a Default by the borrower of the terms of this loan agreement:

* Borrower’s failure to pay any amount due as principal or interest on the date required under the loan agreement
* Borrower seeks an order of relief under the Federal Bankruptcy laws
* Borrower becomes insolvent

**Exclusive Jurisdiction for Suit in Case of Breach:** The parties, by entering into this agreement, submit to Jurisdiction in Cook Country, IL for adjudication of any disputes and/or claims between the parties under this agreement. Furthermore, the parties hereby agree that the courts of Cook Country, IL shall have exclusive jurisdiction over any disputes between the party’s relatives to this agreement, whether said disputes sound in contract, tort or other areas of the law.

**State Laws:** this agreement shall be interpreted under, and governed by, the laws of the state of Illinois.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, Borrower and Lender affix their signatures hereto.

**Borrower(s)** **Lender(s)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(signatures)* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(signatures)*

**William & Henry John Smith, LLC**

**By:** **By:**

**Title: Title:**

**Dated:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2011 **Dated:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2011