

INSTALLMENT PROMISSORY NOTE

FOR THE VALUE RECEIVED, (CUSTOMER NAME) has agreed that there is a debt due to (YOUR COMPANY NAME) in the amount of \$(BALANCE). (YOUR (COMPANYNAME) agreed to accept the following terms provided this agreement is signed and returned **immediately** and all terms contained herein are met.

TERMS: (NUMBER) payments of \$(DOLLAR AMOUNT) each. The first payment is due (DATE) and a payment is due every (NUMBER OF DAYS) thereafter till all amounts are paid as agreed.

This agreement will be considered as defaulted should any payment due from (CUSTOMER NAME) not be received by the agreed upon due date and a (NUMBER) day cure period has been exceeded.

Debtor agrees, that should any payment not be received when due and exceeds the (NUMBER) day cure period, that (COMPANY NAME) shall be entitled to proceed with any remedy under law for the original amount claimed due less any payments made and including all such penalties and fees as defined in this agreement.

(CUSTOMER NAME) agrees that any installment payment not paid when due shall bear additional interest at the rate of 18% per annum (1.5% per month).

All payments shall be sent to the offices of (COMPANY NAME and REMITTANCE ADDRESS) At the option of the undersigned, all or any of the unpaid principal sum and accrued interest on this Promissory Note may be pre-paid without premium or penalty, the amount of the prepayment to be applied first to accrued interest and the remainder to the unpaid principal.

In the event of default by the undersigned in payment of any of the installments due, or any portion thereof due hereunder, the principal sum then due, together with all interest thereon, shall at the option of the holder, become immediately due and payable without notice, and all said principal and interest shall be collectible immediately.

In the event it is necessary by the holder to commence legal proceedings, or to engage in further collection efforts to collect all amounts due hereunder, the undersigned hereby agrees to pay in addition to the principal amount due, and accrued interest, **all actual collection fees, all actual attorney fees,** in addition to all sums set forth above, plus all **actual court costs**, and all other costs associated with collection of all amounts due.

This note is governed by the rules of the State of (YOUR STATE OR THE CUSTOMER'S STATE OF OPERATION)

DATED THIS _____ DAY OF _____, 2009

Authorized Signature

Title