

Keren Avraham Eliezer Gemach

BS"D

Notes on obtaining a Loan

1. Submit Complete Applications Only

Please be sure to fill out all information and provide signatures. The Gemach is unable to extend any loans unless all the requested information and all of the signatures are provided.

2. Guarantors

Please obtain prior approval of the guarantor from this office before approaching the potential guarantor. There are many reasons why we may have to say "no" to a particular suggested guarantor; over extended on other loans, etc. Therefore, nothing in particular about the guarantor can be inferred from our answer.

Obtaining prior approval from this office of the guarantors before approaching the potential guarantors may save you time and may save the potential guarantors some embarrassment.

- Loans Up to \$2,500 require one guarantor.
- Loans in excess of \$2,500 require two guarantors.
- Loans in excess of \$5,000 (Please contact the Gemach)

3. Payment Terms

The preferred payback period is 12 months or less. Extended terms can be arranged upon request.

4. Method of Payment

Post-dated checks are always required from the borrower. Please obtain prior approval from this office of the payback period before writing out these checks. **Post-dated checks are also required from your guarantors.**

5. How to Submit Payment

Please make out all checks to "Keren Avraham Eliezer".

PROMISSORY NOTE

PRINCIPAL: _____ **DATE:** _____

FOR VALUE RECEIVED, the undersigned agrees to pay to Keren Avraham Eliezer the principal sum of \$_____ in United States Currency in the following monthly installments: \$_____ (per month), commencing on the 5th date of each month (English calendar) and continuing thereafter on the 5th day of each month until _____ at which time the entire amount of unpaid principal shall be paid, without interest.

Recognizing that the costs incurred by payee (or holder, as the case may be), as a result of the following occurrences are difficult to ascertain, the maker agrees to pay to the payee or holder the following schedule of payments in addition to the principal balance owing hereunder—said additional payments representing a good faith estimate of payee's or holder's costs:

- For dishonored checks. \$20.00 each;
- For checks drawn on a closed account, \$100.00 each;
- For Bais Din proceedings, costs (including attorneys fees) plus \$450.00;
- For Civil Court proceedings, cost (including attorneys fees) plus \$500.00

In any of the following events, the term of this note shall be automatically accelerated and the entire balance of unpaid principal shall become due and owing immediately:

- The failure by maker to pay any installment due hereunder;
- The late payment by maker of 3 or more installments due hereunder;
- The payment of 3 or more installments by checks which are dishonored for any reason;

In any proceeding brought to interpret, enforce, and/or collect the principal sum owing on this note, the maker shall pay, indemnify and reimburse the payee or holder for all sums incurred by way of attorneys fees, Bais Din fees and costs. If more than one maker executes this note, the liability of each maker is joint and several.

Signature of Borrower _____ Date _____

Print Name of Borrower _____

Address _____

Telephone No. Work _____ Telephone No. Home _____

GUARANTEED BY:

Print Name of Guarantor # 1 _____

Address _____

Telephone No. Work _____ Telephone No. Home _____

Print Name of Guarantor #2 _____

Address _____

Telephone No. Work _____ Telephone No. Home _____

GUARANTY AGREEMENT

This guaranty is given by

Guarantor #1 _____ and

Guarantor #2 _____

Hereinafter called Guarantor(s), to Gemach Keren Avraham Eliezer hereinafter called the Creditor, in order to induce

The Creditor to grant a loan in the principal sum of \$ _____ to

Borrower _____ hereinafter called the Debtor.

Guarantor(s) hereby guarantees to the Creditor repayment of the aforesaid loan; and, in the event of a failure by the debtor to pay any installment due under the terms of a failure by the debtor to pay any installment due under the terms of any note and/or agreements entered into between the Debtor and Creditor providing for repayment of the loan, Guarantor hereby agrees to pay the installment upon demand; and/or if the principal of the loan becomes immediately due and payable as a result of Creditor's lawful exercise of its right to accelerate the maturity of the debt, Guarantor(s) agrees to pay the unpaid balance of the principal immediately upon demand.

Guarantor(s) further agrees to pay any collection costs incurred by the Debtor pursuant to the terms of the note and/or written agreement between the Creditor and Debtor including but not limited to reasonable attorneys fees over and above the principal amount of the loan.

In the event of the Debtor's default, Guarantor(s) waive(s) the right to require the Creditor to first seek recourse against the Debtor before having recourse to the Guarantor(s); and Guarantor(s) hereby waives the right to notice of any modification of the terms for repayment of the debt by the Debtor and hereby agrees that Guarantor's liability hereunder shall not be exonerated by reason of any modification of the terms for the repayment of the debt including but not limited to any extension of time granted by the Creditor to the Debtor.

In the event it becomes necessary to interpret or enforce the terms of this Guaranty, Guarantor(s) agrees to pay to Creditor the cost associated with any proceeding before a Bais Din and/or Civil Court including but not limited to reasonable attorneys fees.

For the purpose of enforcing its right to payment hereunder, Creditor may make demand of Guarantor(s) at:

Print Name of Guarantor # 1 _____

Address _____

Telephone No. Work _____ Telephone No. Home _____

Print Name of Guarantor # 2 _____

Address _____

Telephone No. Work _____ Telephone No. Home _____

Guarantor(s) hereby agree(s) that if Guarantor(s) fails to pay any sum duly demanded under the terms of this Guaranty within one week following the date of demand, then Guarantor(s) shall become obligated immediately to repay the entire balance of the loan together with all collection charges then due and owing and thereafter incurred by the Creditor.

All payments under this Guaranty are to be paid and delivered to:

Keren Avraham Eliezer C/O Danny Levin 719 S Highland Ave. Los Angeles, CA 90036

Dated: X _____ Signed: X _____ Signature of Guarantor 1

Dated: X _____ Signed: X _____ Signature of Guarantor 2