

UC HASTINGS COLLEGE OF THE LAW LOAN REPAYMENT ASSISTANCE PROGRAM

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned, _____ hereby promises, on the terms herein provided to pay to the University of California, Hastings College of the Law, (hereinafter "Hastings" or "Lender") the principal sum in the amount endorsed by me in the Schedule of Advances, together with any interest due and all attorney's fees and other costs and charges necessary for the collection of any amount not paid when due.

SCHEDULE OF ADVANCES

Authorized Eligibility Period	Received by (Signature of Borrower)	Date	Total Amount Advanced

CANCELLATION

1. I intend to participate in the Hastings College of the Law Loan Repayment Assistance Program, hereinafter called the Program. Consequently, by the date designated by Financial Aid, I must submit evidence to the Lender's Financial Aid Office that I have made the payments due on all other educational loans I received as a student at UC Hastings College of the Law, and that I meet the requirements of the Program including the type of employment, length of program participation, and income level according to the provisions of the Program contained in the Program Guidelines. In other words, for the six-month period for which I received the Program loan, I must demonstrate that I worked in the position that qualified me for the loan, that my current income was less than the Program's maximum income level and that I made the payments on my other educational loans I borrowed while attending Hastings for which the loan was provided. If, in the judgment of the Lender, the evidence establishes that I have made these payments and that I will meet those requirements, no interest on this loan will be due and my obligation to repay the principal will be cancelled.
2. If I die or become permanently and totally disabled, the entire amount of this loan plus the interested thereon shall be cancelled.

CHANGE IN PROGRAM GUIDELINES

3. I understand that the Program Guidelines may change without notice to me. The current Program Guidelines will be posted on the Lender's website.

INTEREST

4. If the Lender determines that the loan will not be cancelled as provided in paragraph 1, above, this loan will bear interest at an Annual Percentage Rate of five percent (5.0%) on the unpaid principal balance.

REPAYMENT

5. If the Lender determines that I must enter repayment of this loan, I promise to repay the principal and interest to UC Hastings College of the Law over a five (5) year period beginning on the August 1st for the loan issued for the period of January thru June and beginning on February 1st for the loan issued for the period of July thru December. Thereafter, I agree to make payments in equal monthly installments as provided in the schedule of repayments which is attached to and made part of this note, but not less than \$100.00 per month, due on the first (1st) day of each month but no later than the fourteenth (14th) day of each month. Payments received shall be applied first to any late fees that are due, then to the accrued interest and finally to the unpaid principal balance.

IF AT ANY TIME I BECOME INELIGIBLE FOR THE PROGRAM I AGREE TO NOTIFY THE LENDER'S FINANCIAL AID OFFICE WITHIN 30-DAYS OF THE CHANGE IN MY STATUS. IF SUCH NOTIFICATION IS MADE IN THE TIME SPECIFIED THIS LOAN WILL GO INTO REPAYMENT IN ACCORDANCE WITH THE REPAYMENT TERMS DESCRIBED ABOVE.

IF, HOWEVER, I FAIL TO NOTIFY THE LENDER'S FINANCIAL AID OFFICE OF MY PROGRAM INELIGIBILITY WITHIN 30-DAYS OF THE CHANGE IN MY STATUS THE ENTIRE BALANCE OF THE LOAN, INCLUDING INTEREST ACCRUED FROM THE DATE OF MY INELIGIBILITY WILL BECOME IMMEDIATELY DUE AND PAYABLE.

PREPAYMENT

6. The principal of this Note may be prepaid in whole at any time, or in part from time to time, without permission or penalty. Any prepayment of this Note shall be applied first to any late fees that are due, then to the accrued interest and finally to the unpaid principal balance.

DEFAULT and ACCELERATION

7. It is understood and agreed that:
 - a. If any payment of principal or interest under this Note is not be made within fifteen (15) days of the due date, a late charge of \$5.00 per month may be charged by the Lender for the purpose of defraying the expenses of handling such delinquent payments. Such late charges represents a reasonable sum considering all of the circumstances existing on the date of this Note; it represents a fair and reasonable estimate of the costs that will be sustained by the Lender due to my failure to make timely payments; and proof of actual damages would be costly or inconvenient. In addition, I will pay all collection costs including the fees charged by the College's collection agent as well as other collection costs including, but not limited to, attorney's fees and court costs incurred in connection with collection of this loan.

- b. If I fail to pay all or any part of an installment when it is due, the entire unpaid principal sum, plus interest accrued thereon, plus any applicable late charges or collection costs, this loan will at the option of the Lender, be declared in default and become immediately due and payable. The Lender shall not be under any obligation to accept or process any requests for benefits under the Program after the debt has been declared in default and due and payable under this provision.
- c. I understand that my failure to make each and every payment when it is due will result in the Lender withholding services, including but not limited to career and registration services, State bar review certification, and the provision of copies of academic transcripts or information contained therein.
- d. I understand that if I fail to meet a scheduled repayment of any installment of my loan when due, the Lender may refer my loan to a commercial collection agency for collection.
- e. I understand that if I am delinquent on any portion of my loan repayment, pursuant to California Laws, the Lender will have the right to obtain all or any portion of any monies due me from the State of California as payment towards the amount of my loan that is delinquent.

FOREBEARANCE

- 8. The Lender may, upon my written application, reduce any scheduled repayments, if, in its opinion, extraordinary circumstances, such as prolonged illness or unemployment, prevent me from making my scheduled repayments. Interest, however, will continue to accrue.

COLLECTION COSTS and ATTORNEY'S FEES

- 9. I understand that if I go into repayment and that if I default on my loan that the Lender:
 - a. Will refer the loan to a collection agency for collection and
 - b. That if collection is unsuccessful the Lender may pursue legal action to recover the debt; and
 - c. That I will be responsible for collection costs and attorney's fees, in addition to the principal, interest and late charges owed on my loan. Attorney's fees are reasonable charges that courts recognize as appropriate.

WAIVER OF STATUE OF LIMITATIONS

- 10. In the event that my loan goes into repayment I agree to waive the Statute of Limitations with regard to the repayment of this loan.

CREDIT BUREAU REPORTING

11. Upon entering repayment and each month thereafter the Lender will report the amount I owe, the status of my loan and information about my repayment of this loan to a national credit bureau.

PERSONAL INFORMATION CHANGE

12. I am responsible for promptly informing the Lender of any change or changes in my name, address, telephone number, Social Security number and driver's license number or any extraordinary circumstances that prevent me from making my scheduled repayments by contacting the Financial Aid Office **and** the Fiscal Services Office at Hastings College of the Law.

I HEREBY CERTIFY (1) that I understand I am receiving a loan which must be repaid unless cancelled in accordance with paragraph 1 or 2 above; (2) that my rights and obligations under this loan are contained in the above terms; (3) that I have read this Promissory Note; and (4) that I have received a copy of this Note along with a Truth-in-Lending statement.

Signature: _____ Date: _____

Borrower's Name: _____

Billing Address: _____

Social Security Number:* _____

Area Code and Telephone Number: _____

E-Mail Address: _____

Date of Birth _____ Driver's License State & Number _____

* Pursuant to the Federal Privacy Act of 1974, you are hereby notified that disclosure of your Social Security number is voluntary. The Social Security number is used to verify your identity, to assist in locating you and to report information on your loan and repayment history to credit-reporting organizations.

FOR OFFICE USE ONLY:

Check Date: _____ Check Number: _____ Check Amount: \$ _____

Hastings Account Number: _____ AR.TYPE: _____
(To be completed by FAO)

ACS Acct Number: _____ Reported to ACS by: _____ Date: _____

Loan Cancellation Date: _____

Cancellation Reported to ACS by: _____ Date: _____

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