

# Secured Capital Loan Agreement

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

Agreement No.: \_\_\_\_\_

## Parties

Lender: \_\_\_\_\_

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

Borrower: \_\_\_\_\_

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

## 1. Loan Details

1. **Principal Amount:** \$ \_\_\_\_\_
2. **Interest Rate:** \_\_\_\_\_ % per annum
3. **Term:** \_\_\_\_\_ months, commencing on \_\_\_\_\_
4. **Repayment Schedule:** Monthly installment of \$ \_\_\_\_\_ due on the \_\_\_\_\_ day of each month.

## 2. Security

As security for the Loan, the Borrower pledges the following collateral:

1. Description of Collateral: \_\_\_\_\_
2. Location of Collateral: \_\_\_\_\_

The Borrower agrees not to sell, lease, or otherwise dispose of the Collateral until the Loan is repaid in full.

## 3. Events of Default

The following shall constitute events of default:

1. Failure to make any payment when due;
2. Failure to maintain the collateral;
3. Any representation or warranty found to be untrue;
4. Bankruptcy or insolvency of the Borrower.

Upon default, the Lender may declare the entire unpaid balance immediately due and may take possession of the collateral.

## 4. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of \_\_\_\_\_.

## 5. Miscellaneous

1. Any amendments must be in writing and signed by both parties.
2. This Agreement constitutes the entire understanding between the parties.
3. If any provision is held invalid or unenforceable, the remaining provisions shall remain in effect.

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**Lender's Signature**

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

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**Borrower's Signature**

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

### Important Notes:

- This is a sample format and should be tailored to the specific transaction.
- Legal counsel should be consulted before entering any loan secured by collateral.
- Descriptions of collateral must be specific and detailed.
- Proper registration of the security interest may be required by law.
- Ensure all parties fully understand their rights and obligations.