

**SOUTHERN METHODIST UNIVERSITY
MU U DERGRADUATE SUMMER STUDIES LOAN PROGRAM
PROMISSORY NOTE**

Southern Methodist University
Office of the University Bursar
P.O. Box 750181
Dallas, TX 75275

FOR VALUE RECEIVED, the undersigned ("Student") agrees to pay to the order of SOUTHERN METHODIST UNIVERSITY ("SMU") at its Office of Student Financial Services in the City of University Park, Dallas County, Texas, in lawful money of the United States of America, the sum of all amounts advanced by SMU to or on behalf of Student for summer studies and outstanding from time to time hereunder, together with interest as set forth below.

I. INTEREST

Interest on the unpaid principal balance outstanding from time to time prior to maturity (whether by acceleration or otherwise) shall accrue at the ANNUAL PERCENTAGE RATE OF ZERO PERCENT (0%). All past-due payments of principal under this Note shall thereafter bear interest from the date due until paid at the ANNUAL PERCENTAGE RATE OF SEVEN PERCENT (7%).

II. REPAYMENT

- A. Student promises to repay the outstanding principal balance on this Note in consecutive monthly installments on the first day of each calendar month in the amount set forth in Exhibit A, beginning on the first day of the sixth calendar month beginning after Student ceases to be at least a half-time undergraduate student at SMU, whether by graduation or otherwise.
- B. Each payment on this Note shall be applied first to the payment of interest accrued to the date of such payment, if any, and the remainder, if any, shall be applied to the payment of the outstanding principal balance hereof, until all accrued interest and the entire principal balance of this Note has been paid.
- C. Any check, draft, money order, or other instrument given in payment of all or any portion hereof may be accepted by SMU and handled in collection in the customary manner, but the same shall not constitute payment hereunder or diminish any rights of SMU except to the extent that actual cash proceeds of such instruments are unconditionally received by SMU.

III. PREPAYMENT

The outstanding principal balance of this Note may be prepaid in full or in part at any time prior to maturity without penalty, with any partial prepayment being applied to installments of principal in inverse order of maturity unless otherwise agreed by revision on Exhibit A.

IV. DEFAULT

- A. If any installment of this Note is not paid when due, or if Student fails to comply with any of the other agreements and conditions of this Note or if a petition in bankruptcy or for any relief under any law relating to the relief of debtors, readjustment of indebtedness, reorganization, composition or arrangement shall be filed, or any proceedings shall be instituted under any such law, by or against any of Student or any drawer, acceptor, endorser, guarantor, surety, accommodation party or other person liable for payment of this Note (each hereinafter called an "Other Liable Party"), SMU may declare the entire unpaid principal balance of this Note due and payable immediately without further notice or demand.
- B. Student also agrees that SMU may, in its sole discretion, take any or all of the following actions if Student fails to pay any installment of this Note when the installment is due:
 - 1. refuse to provide to the Student, or to anyone designated by Student, an official transcript of Student's academic records;
 - 2. refuse to enroll Student in any courses offered by SMU;
 - 3. refuse to issue a diploma to Student even though Student has completed all course work required for the degree represented by the diploma;
 - 4. disclose the event of default along with other relevant information to credit bureau organizations; or
 - 5. such other remedies that may be lawfully exercised by SMU pursuant to the policies and procedures of SMU.
- C. The failure to exercise any option to accelerate the maturity of this Note upon the happening of any one or more of the events allowing such exercise hereunder shall not constitute a waiver of the right of SMU to exercise the same or any other option at that time or any subsequent time with respect to such uncured default. The remedies of SMU, as provided in this Note or otherwise by law, shall be cumulative and concurrent and may be pursued separately, successively or together, as often as occasion therefor shall arise, at the sole discretion of SMU. The acceptance by SMU of any payment under this Note which is less than the payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of the rights of SMU to exercise the foregoing option or any other remedies granted to SMU in this Note or otherwise by law, at that time or any subsequent time, or nullify any prior exercise of any such option or remedies.
- D. If an amount due under this Note is not paid when due, whether at maturity or by acceleration, and is placed in the hands of an attorney or collection agency for collection, or suit is filed therefor, or proceedings are had in any probate, bankruptcy, receivership, reorganization, arrangement, or other legal proceedings for collection hereof, then and in said event, Student agrees to pay all reasonable court costs, collection fees or attorney's fees actually incurred by SMU in connection therewith.
- E. Student and each Other Liable Party each waives grace, notice, demand, presentment for payment, notice of nonpayment, protest, notice of protest, notice of intention to accelerate, notice of acceleration of the indebtedness due hereunder and all other notice, filing of suit and diligence in collecting this Note, and consents and agrees that the time of payment hereof may be extended without notice at any time and from time to time, and for periods of time whether or not for a term or terms in excess of the original term hereof, without notice or consideration to, or consent from, any of them. Time is of the essence hereof.

V. USURY

All agreements between Student and SMU, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no contingency, whether by reason of acceleration of the maturity hereof or otherwise, shall the interest paid or agreed to be paid to SMU exceed the maximum non-usurious amount permissible under applicable law. If, from any circumstance whatsoever, interest would otherwise be payable to SMU at a rate in excess of that permitted under applicable law, then the interest payable to SMU shall be reduced to the maximum non-usurious amount permitted under applicable law, and if from any circumstance SMU shall ever receive anything of value deemed interest by applicable law which would exceed interest at the highest lawful rate, any amount equal to any excessive interest shall be applied to the reduction of the principal amount hereunder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof, such excess shall be refunded to Student. All interest paid or agreed to be paid to SMU shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full period (including the period of any renewal or extension hereof) until payment in full of principal so that the rate of interest is uniform throughout the term hereof. This paragraph shall control all agreements between Student and SMU.

VI. CHANGE IN NAME, ADDRESS, SOCIAL SECURITY NUMBER

Student agrees to notify SMU of any change in Student's name, permanent address, or social security number.

VII. GOVERNING LAW AND VENUE

all obligations of Student and each Other Liable Party hereunder shall be governed by and construed under the laws of the State of Texas, and this Note and all obligations hereunder are entirely performable in Dallas

GUARANTEE

In consideration and inducement of SMU to agree to make the advancement set forth in this Note, this Note shall be guaranteed by Student's parents, legal guardian, and/or other guarantors approved by SMU who are neither Student's spouse nor a dependent. Guarantor may be waived for students with a good financial history at SMU.

07/02/2024 20:16:07

Date

Address

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GUARANTY

The undersigned guarantors have read and, by signing this Guaranty in the space provided below, acknowledge that they understand the foregoing SMU Undergraduate Summer Studies Loan Program Promissory Note (the "Note") and agree that all capitalized terms herein shall have the meanings given such terms in the Note. For good and valuable consideration received by each of the undersigned, and in order to induce SMU to make the loan to Student evidenced by the Note, each of the undersigned do hereby unqualifiedly and unconditionally, jointly and severally, guarantee to SMU the prompt payment on demand of all amounts due pursuant to the Note as and when such amounts become due thereunder (including maturity, by acceleration, extension or otherwise). The undersigned, as each an Other Liable Party, hereby waive notice of acceptance of this Guaranty and all other notices in connection herewith, and agree that SMU shall not be required first to endeavor to collect from Student any indebtedness payable under the Note. The undersigned understand and agree that each of the undersigned is intended to be and shall be primary obligors, jointly and severally, of the indebtedness evidenced by the Note as if each of the undersigned and Student had both executed the Note jointly and severally, as co-makers, and that the obligation of each of the undersigned to SMU under the Note shall be direct and independent of the obligation of Student.

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QUESTION

Signature of Guarantor

Date _____

Permanent Street Address

QUESTION

[illegible]

Typed Name of Guarantor

[illegible]

City, State, Zip Code

Below is a history of t [REDACTED] sory note's activity. A description of each

Activity	Time
Loaded to Website	14:11:04
Authentication	20:05:57
Requirement and Cons	20:10:08
Rights and Responsibil	20:10:16
Reference Information	20:15:28
Electronically Signed Draft	20:16:07
Most Recent Review	:

Below is a list of all disbursements made to this fund. This list may include disbursements made for prior promissory notes.

Date	Amount
07/11/2024	5,000.00