

(Advocates, Solicitors & Legal Representatives)

# LOAN AGREEMENT

This loan Agreement and Promissory note is made this day,

The 06<sup>Th</sup> of November 2018.

Organized under the laws of the Republic of South Africa.

Between

### Mrs.LYNETTE SHARMAINE LE GRANGE

RSA ID NO: 6503070182081

Address: 186 BARN OWL, PINEHAVEN COUNTRY ESTATE, RANDFONTEINE SOUTH AFRICA.

(Hereinafter known as "BORROWER")

#### AND



#### BAYPORT FINANCIAL SERVICES

Cnr Adcock & Jacob Chamdor Krugerdorp 1754, South Africa.

(Hereinafter known as "LENDER")





(Advocates, Solicitors & Legal Representatives)

#### LOAN TERMS AND CONDITION

The **BORROWER** and **LENDER** shall collectively be known herein as "THE **PARTIES**". In determining the rights and duties of the parties under this loan Agreement, the entire document must be read as a whole.

#### PROMISSORY NOTE:

- 1. The <u>LENDER</u> promise to give the <u>BORROWER</u> the sum of, being approved Loan sum of R200,000.00 (Two Hundred Thousand South Africa Rand only) for 5 years at 3% rate per annum in accordance with the terms and condition contained herein.
- 2. The **BORROWER** promises to pay to the order of **LENDER**, the sum of **R200, 000.00** (Two hundred Thousand South Africa Rand) together with interest there on at a normal rate of 3% per annum on the unpaid balance with interest to be compounded annually (hereinafter),

# THE LOAN BALANCE:

This is a term promissory note that shall expire 5 years from the date of executions of this agreement by the parties (hereinafter, "the maturity date"). The entire outstanding Loan Balance (including principal and all accrued interest) shall be fully paid by <a href="BORROWER">BORROWER</a> (LYNETTE SHARMAINE LE GRANGE) TO <a href="LENDER">LENDER</a> (BAYPORT FINANCE) or to any subsequent assignee of this note, pursuant to the terms and conditions set forth below: however, in all cases, the entire outstanding loan balance shall be fully paid by the maturity Date.

This agreement is subject to additional terms found below.

# ADDITIONAL LOAN TERMS:

The **BORROWER** and **LENDER** hereby further set forth their rights and obligations to one another under this Loan Agreement and Promissory Note and agree to be legal bound as follows:

#### A. Loan Repayment Terms:

BORROWER shall make monthly payments of R3,593.74 to LENDER beginning 30DAYS after execution of this agreement and continuing, every month thereafter on the monthly anniversary date of the first payment, until the Maturity Date. In cases where the payment date is 29th, 30th, or 31st of the month and said month contains a shorter number of days, then the due date shall be the last day of the month. As defined above, the Maturity Date is 5 years from the date of execution of this agreement by the Parties. At the Maturity Date, BORROWER shall pay to LENDER the entire unpaid balance upon the loan balance principal and interest, if any. A total of 1 (One) month payment are to be made by BORROWER on or before the monthly due date.

# B. Loan Prepayment:

BORROWER may prepay the entire loan balance due LENDER (i.e., make payment prior to the time that it is due) without penalty: however, only a prepayment on the entire loan balance is allowed under this agreement.

# **C**: Punctual Payment:

BORROWER shall pay or cause to be paid all Obligations falling due hereunder on the dates and in the manner specified herein The Borrower must be liable for the payment R4, 950.00 of the Once off payment so that if you're not unable to pay for the loan, the insurance company will help to pay it off on your behalf (insurance once off fee) of the loan applied amount immediately.

IN WITHNESS WHEREOF and acknowledging acceptance and agreement of the forgoing, BORROWER and LENDER affix their signatures hereto.

LYNETTE S.LE GRANGE

BAYPORT FINANCE FOR LOAN (ATTORNEY A.SPRINGBOK)

Dated: 06<sup>Th</sup> day of November 2018

Dated:.....day of ...... 2018