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Monday, January 29, 2018

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**Loan Settlement Agreement**

This Loan Settlement Agreement (the "Agreement"), made this 29<sup>th</sup> day of January, 2018 by and between [Redacted] C/O [Redacted] ("Borrower") and [Redacted] ("Lender") amends and supplements that certain promissory note executed by Borrower on or about May 17, 2017 evidencing an indebtedness of a principal balance of \$74,977.04 for [Redacted] Loan No. [Redacted] (the "Note").

In consideration of the mutual promises and agreements exchanged, the parties agree to compromise Borrower's indebtedness to Lender on the following terms and conditions :

1. Borrower and Lender agree that the present amount due on the Note is \$92,409.63. This amount includes unpaid principal, unpaid accrued interest and applicable loan fees.
2. The parties hereby agree that Lender shall accept the sum of \$48,075.00 as full and complete payment on the Note. The delivery and acceptance of said payment in the manner prescribed herein shall serve as a complete discharge of all monies due under the Note.
3. The payment contemplated hereunder shall be made in cash, bank check, wire transfer or valid check-by-phone funds according to the following payment schedule:

<b>January 01, 2018</b>	<b>\$1602.50</b>
<b>February 01, 2018</b>	<b>\$1602.50</b>
<b>March 01, 2018</b>	<b>\$1602.50</b>
<b>April 01, 2018</b>	<b>\$1602.50</b>
<b>May 01, 2018</b>	<b>\$1602.50</b>
<b>June 01, 2018</b>	<b>\$1602.50</b>
<b>July 01, 2018</b>	<b>\$1602.50</b>
<b>August 01, 2018</b>	<b>\$1602.50</b>
<b>September 01, 2018</b>	<b>\$1602.50</b>
<b>October 01, 2018</b>	<b>\$1602.50</b>

<b>November 01, 2018</b>	<b>\$1602.50</b>
<b>December 01, 2018</b>	<b>\$1602.50</b>
<b>January 01, 2019</b>	<b>\$1602.50</b>
<b>February 01, 2019</b>	<b>\$1602.50</b>
<b>March 01, 2019</b>	<b>\$1602.50</b>
<b>April 01, 2019</b>	<b>\$1602.50</b>
<b>May 01, 2019</b>	<b>\$1602.50</b>
<b>June 01, 2019</b>	<b>\$1602.50</b>
<b>July 01, 2019</b>	<b>\$1602.50</b>
<b>August 01, 2019</b>	<b>\$1602.50</b>
<b>September 01, 2019</b>	<b>\$1602.50</b>
<b>October 01, 2019</b>	<b>\$1602.50</b>
<b>November 01, 2019</b>	<b>\$1602.50</b>
<b>December 01, 2019</b>	<b>\$1602.50</b>
<b>January 01, 2020</b>	<b>\$1602.50</b>
<b>February 01, 2020</b>	<b>\$1602.50</b>
<b>March 01, 2020</b>	<b>\$1602.50</b>
<b>April 01, 2020</b>	<b>\$1602.50</b>
<b>May 01, 2020</b>	<b>\$1602.50</b>
<b>June 01, 2020</b>	<b>\$1602.50</b>

4. Within 30 days of the clearance of such payment, Lender will notify all agencies to which it regularly reports account data that the Borrower's account has been "SETTLED."
5. This compromise is expressly conditioned upon Lender receiving the payments described above on the dates set forth above. If Borrower fails to make the payments by the deadline's listed date, or if any payment is returned unpaid, the original amount owed by Borrower will be reinstated in full (adjusted by credits for any payments made hereunder), and shall be immediately due. In addition, all of the terms and conditions of the Note shall be reinstated and Lender shall be permitted to pursue any or all of its remedies available thereunder.

- 6. Borrower understands and agrees that Borrower may receive a form 1099-C Cancellation of Debt. Borrower acknowledges that he or she should consult with a tax advisor as this Agreement may have potential tax ramifications.
- 7. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

"Borrower" \_\_\_\_\_  
[Redacted]  
\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Loan ID: \_\_\_\_\_

"Lender" \_\_\_\_\_  
[Redacted]  
\_\_\_\_\_