

**California Medical Association Foundation
Medical Student Loan Program**

Loan Number: _____

Social Security Number: _____

PROMISSORY NOTE

UNIVERSITY OF CALIFORNIA, SAN DIEGO CAMPUS

Borrower's Name: _____

Loan Amount: \$ _____

I, _____, Maker unconditionally promise to pay to The Regents of the University of California, hereinafter called the Lending Institution, located at San Diego County, California, or its agent, the sum of the amounts that are advanced to me and endorsed in the Schedule of Advances set forth below, together with all attorney's fees and other costs and charges necessary for the collection of any amount not paid when due. We understand that monies advanced and lent under this Note may be in amounts not exceeding \$3,000.00 total.

I FURTHER UNDERSTAND AND AGREE THAT THIS NOTE IS SUBJECT TO THE FOLLOWING CONDITIONS:

DATE NOTE BECOMES DUE

This note will become due and payable on the earlier of the following dates:

- 1) six (6) months after the Maker has received the M.D. degree or ceases to carry at least one half the normal workload required by the Lending Institution, *or*
- 2) eighteen (18) months following the date the first cash advance is made under this agreement.

INTEREST

Interest shall accrue from the beginning of the repayment period and shall be at the ANNUAL PERCENTAGE RATE OF SIX AND ONE-HALF PERCENT (6.5%) on the unpaid balance.

REPAYMENT

Repayment in monthly installments, as determined by the Lending Institution, shall begin when this Note is due as set forth above, unless the whole Note becomes due and payable for one of the reasons listed below under the "DELINQUENCY AND DEFAULT." Payments will be credited first to fees and costs, then to interest with balance, if any, applied to principal.

MINIMUM REPAYMENT REQUIREMENTS

The minimum monthly payment for loans of \$1,000 or less shall be \$60.00 per month. The minimum monthly payment for loans of more than \$1,000 shall be \$80.00 per month. However, if requested by the Maker and approved by the Lending Institution, repayment may be made in smaller amounts in accordance with schedules approved by the Lending Institution.

PREPAYMENT

I may at my option and without penalty prepay all or any part of the principal, plus the accrued interest thereon, at any time. Amounts I repay in the academic year in which the loan was made will be used to reduce the amount of the loan and will not be considered a prepayment. If I repay more than the amount due for any repayment period, the excess will be used to prepay the principal unless I designate it as an advance payment of the next regular installment. Interest will continue to accrue on the unpaid balance at the contract rate stipulated above in the section entitled "INTEREST," and regular monthly installments will continue to come due.

LATE PAYMENT

The Lending Institution may assess a penalty charge of \$10.00 per late payment for failure to pay all or any part of an installment when it is due.

DELINQUENCY AND DEFAULT

1) If any repayment or portion of a repayment required by the terms of this agreement becomes sixty (60) or more days overdue, the whole principal sum of this Note, together with interest due and accrued thereon, plus any applicable penalty charges, will, at the option of the Lending Institution, become immediately due and payable.

2) In the event that I am delinquent in the repayment of all or any part of this loan, fail to follow exit interview procedures, or fail to furnish information essential for collection, the Lending Institution may withhold University services, including but not limited to the release of academic transcripts.

3) If I fail to meet a scheduled repayment of all or any part of any installment, the Lending Institution shall have the option of claiming all or any portion of any California state income tax refund as payment towards the amount of my loan that is delinquent.

4) If any repayment or portion of a repayment becomes sixty (60) or more days overdue, the Lending Institution may report such delinquency and attendant loan information to credit bureau organizations.

DEATH AND DISABILITY CANCELLATION

The entire outstanding balance of this loan plus any interest accrued thereon shall be cancelled if the Maker dies or becomes totally or permanently disabled.

PERSONAL INFORMATION CHANGE

The Maker agrees to notify the Lending Institution within ten (10) days of any change of name, address, or social security number.

WAIVER OF PRESENTMENT AND OF STATUTE OF LIMITATIONS

I, the Maker, waiver presentment for payment, protest or notice of protest and nonpayment or default, and consent to any extensions of time of payment or other changes in terms of payment of this Note, without notice, and further, irrevocably waive and forego, and agree not to set up as a defense to any actions upon this Note, any and all statutes of limitations, for a period of eight (8) years from the date of the Note.

NO WAIVER OF TERMS

Failure of the Lending Institution or its agent to enforce or insist that the Maker comply with any terms of this Note is not a waiver of the right of the Lending Institution or its agent to enforce that term or any other term of this agreement in the future.

SIGNATURES

I hereby certify (1) that I understand that I am receiving a loan that must be repaid; (2) that my rights and obligations under this loan are contained in the above terms; (3) that I have read this Promissory Note; (4) that I have received a copy of this Note.

MAKER

Signature: _____ Date: _____

School Address: _____ Zip code: _____

Telephone Number: _____

Permanent Address: _____ Zip code: _____

Telephone Number: _____

SCHEDULE OF ADVANCES

Check Number	Actual Cash Advanced	Total Advanced to Date	Received
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**California Medical Association Foundation
Medical Student Loan Program**

STATEMENT OF PURPOSE

I, the undersigned, recognize my legal and moral obligation to repay the loan made in good faith to me by the California Medical Association Foundation (CMAF). I understand that default of my loan will result in any additional obligation to reimburse the school for expenses incurred in collection. I also understand that default of my loan would limit the amount of loan money available to future medical students and could possibly eliminate my school from future participation in the CMAF Medical Student Loan Program. I will notify my school promptly, in writing, of any change in my name or address at any time prior to full repayment of my CMAF Loan.

At time of award: Signed _____ Date _____

At exit interview: Signed _____ Date _____