# ALABAMA LAWYER ASSISTANCE FOUNDATION, INC. PROMISSORY NOTE

**415 Dexter Avenue**

# Montgomery, AL 36104

FOR VALUE RECEIVED, the undersigned promises to pay to the Alabama Lawyers Assistance Foundation (“ALAF”), or to the holder hereof, the **INITIAL PRINCIPAL SUM** of

 ($ ) **and such additional principal advances** as may be advanced on behalf of the undersigned by ALAF, together with interest during each month principal is outstanding, from the date of each advancement of funds until paid in full, at a rate of interest equal to the average prime bank lending rate published in the Wall Street Journal on the first business day of the month of the initial principal advance hereunder.

**Additional principal advances** to the undersigned may be made from time to time as evidenced by the accounting records of ALAF, which records shall be presumed to correctly reflect any such advance(s), and such advances may be acknowledged on a **FORM** similar to that attached to this Promissory Note. However, the undersigned acknowledges his indebtedness under the terms of this Promissory Note for all principal advances made, regardless of any failure to execute such a form.

The principal and interest relating to each principal advance hereunder shall be due and **payable in full not later than the date six (6) months following each principal advance hereunder; provided, however, that the holder may consider forbearance of payment**, in whole or in part, for a period no longer than two (2) years following the initial principal advance hereunder. Principal and interest shall be payable at 415 Dexter Avenue, Montgomery, Alabama or at such other place as the holder may designate. At the sole option of the holder, the date and terms of payment may be extended and/or adjusted from time to time by a writing executed on behalf of ALAF. Exercise of this forbearance shall not constitute a waiver of the holder’s right to enforce the terms of this note, as amended.

Presentment, protest and notice are hereby waived by the undersigned. The undersigned agree(s) to pay all costs of collecting or attempting to collect this note, including reasonable attorney’s fees.

Dated this the day of , 20 .

PROMISSOR

WITNESS ADDRESS

WITNESS SOCIAL SECURITY NUMBER

Form Promissory Note 2010.doc 1