

**Promissory Note**

**Georgia Student Access Loan (SAL at TCSG)**

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens a loan account. What this means to you: Your name, address, date of birth, and other information collected on this form will be used to verify your identity. You may also be asked to provide your driver's license or other identifying documents.

**STUDENT BORROWER INFORMATION (Please type or print in ink. Read instructions carefully.)**

<b>1. Social Security Number:</b>	<b>2. Legal Name:</b> (Last): _____ (First): _____ (MI): _____
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<b>3. Permanent Mailing Address:</b>	Street: _____ City: _____ State: _____ Zip Code: _____
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<b>4. Temporary Mailing Address:</b>	Street: _____ City: _____ State: _____ Zip Code: _____
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<b>5. Date of Birth (mm/dd/ccyy):</b>	<b>6. Driver's License:</b> State: _____ Number: _____	<b>7. E-mail Address:</b>
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<b>8. U.S. Citizenship Status (Check one and list ID number if applicable):</b>  <input type="checkbox"/> U.S. citizen or national <input type="checkbox"/> Neither <input type="checkbox"/> Permanent Resident    Alien Registration No. _____	<b>9. Telephone Numbers:</b> Primary Phone: (    )      Secondary Phone: (    )
<b>10. School Name:</b>	

<b>11. Loan Amount Requested:</b> \$ _____	<b>12. Anticipated Graduation Date:</b>
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Loan Period: 07/15/2016 to 06/22/2017	Degree Type Pursuing: <input type="checkbox"/> Certificate <input type="checkbox"/> Diploma or Associate Degree
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**13. References: You must have two separate references with different U.S. Addresses:**

Name: _____	Name: _____
Address: _____	Address: _____
City/State/Zip: _____	City/State/Zip: _____
Home Phone: _____	Home Phone: _____
Email: _____	Email: _____

**Promise to Pay:** For value received, I promise to pay to the order of the Georgia Student Finance Authority ("the Authority") the sum equal to all loan amounts under the terms and conditions of this Application and Promissory Note (the "Note"), not to exceed the amount in item 11 above, together with interest and other charges/fees, which may become due as provided in this Note (the "Loan"). The principal, interest, and charges/fees are due and payable according to the terms and conditions of this Note. If I fail to make payments on this Note when due, the Authority may demand that I repay this entire loan immediately. I understand that this is a Note. I will not sign this Note before reading it in its entirety, even if otherwise advised. I am entitled to an exact copy of this Note. My signature certifies that I have read, understand, and agree to the terms and conditions of this Note which includes the Borrower Certification and Authorization section.

**THIS IS NOT A GRANT. IT IS A LOAN WHICH I MUST REPAY.**

**14. I have read and agree with the Note and Borrower's Certification and Authorization.**

**IN WITNESS WHEREOF, I have signed this Note under Signature of Borrower the date and year first written below.**

\_\_\_\_\_  
Signature (Seal) of Borrower \_\_\_\_\_  
Date

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public \_\_\_\_\_ \_\_\_\_\_  
Name of Notary Public (Typed, stamped or printed) My Commission Expires

GEORGIA STUDENT ACCESS LOAN PROGRAM  
PROMISSORY NOTE (continued), BORROWERS RIGHTS AND RESPONSIBILITIES

Initials \_\_\_\_\_

As used here in this Georgia Student Access Loan ("SAL") Program Note, "I," "Me" and "My" refer to the borrower and "the Authority" refers to the Georgia Student Finance Authority and/or holder, agents, successors or assignees.

The loan amount(s) under this Note will be determined by subtracting the Expected Financial Aid plus the Expected Family Contribution from the Cost of Attendance as certified by the Eligible Postsecondary Institution. My financial aid office will certify eligibility for the Loan. Approval of this Loan is contingent on my meeting all eligibility criteria as prescribed by the Authority. I understand the Authority is not obligated, now or at any time, to make this or any other Loan to me. The interest rate on my Loan is one percent (1%) per annum, subject to the provisions of Section F below. I understand that the Authority will transfer the proceeds of this Loan to my Eligible Postsecondary Institution electronically based upon the Eligible Postsecondary Institution's recommended disbursement date(s). I must use this money for qualified higher education expenses for the Eligible Postsecondary Institution that certified the Loan and for the time period for which the amount was certified. Qualified higher education expenses include tuition, fees, room, meals, books, supplies, transportation and personal expenses as determined by the Eligible Postsecondary Institution and as defined by Federal Title IV Program Regulations.

**A. Definitions - The following terms have the meanings set forth below or as defined in the Authority's Student Access Loan-Technical Program Regulations (the "Regulations").**

1. **Capitalized Interest:** Unpaid accrued interest that is added to the principal balance of the Loan.
2. **Cost of Attendance:** The estimated expenses, both direct and indirect, which may be incurred by me and my family to finance the cost of receiving a postsecondary education. These expenses may include tuition, fees, room, meals, books, supplies, transportation and personal expenses as determined by the Eligible Postsecondary Institution and as defined by Federal Title IV Program Regulations
3. **Eligible Postsecondary Institution:** As defined in the Official Code of Georgia § 20-3-519(7).
4. **Expected Family Contribution:** The amount of money the U.S. Department of Education expects me and my family to contribute to my school costs for a school year, as calculated by the U.S. Department of Education.
5. **Expected Financial Aid:** The amount of financial aid awarded to me for use toward my Cost of Attendance at an Eligible Postsecondary Institution during an award year. Such aid includes federal, state, or institutional scholarships, grants or loans, private scholarship and grants and military or veterans educational benefits, but excludes federal work-study.
6. **Grace Period:** The six-month period beginning the day immediately following the last day of the In-School Period. My Grace Period does not include any period up to 3 years during which I am called or ordered to active duty military service for more than 30 days.
7. **In-School Period:** The period beginning on the date of disbursement of the Loan and ending on the first day that I am no longer enrolled at least half-time at an Eligible Postsecondary Institution.
8. **Repayment Period:** The period beginning on the day immediately following the last day of the Grace Period. The Repayment Period shall not exceed fifteen years (180 months) not including periods of deferment.
9. **SALs:** The Loan, and all other loans made to me pursuant to the Authority's Student Access Loan-Technical Program.

**B. Fees**

1. **Origination Fee:** An origination fee in the amount of five percent (5%) of the original principal amount of the Loan, but not to exceed fifty dollars (\$50.00), will be charged on each Loan. The fee I am charged will be disclosed in a disclosure statement and will be deducted from the first disbursement of the Loan. The fee is non-refundable except in the event the Loan is cancelled in full by my Eligible Postsecondary Institution.
2. **Late Payment Fee:** A fee in the amount of six percent (6%) of the amount of any payment due which is not paid within thirty (30) calendar days of the due date.
3. **Returned Items:** A thirty-five dollar (\$35.00) fee will be charged to my account if a payment is returned due to insufficient funds or any other reason.

**C. Credit Bureau Notification**

Information concerning the amount, disbursement, and repayment of my Loan may be reported to one or more national consumer reporting agencies.

**D. KIT Payments While Enrolled in School and During Grace Period**

During the In-School Period and the Grace Period, I must make monthly Keep In Touch Payments (KIT Payments) to the Authority. Each monthly KIT Payments shall be in the amount of ten dollars (\$10). I understand that before the due date of each KIT Payment, the Authority will send to me, via email, a statement of the amount of the KIT Payment next due, accrued interest and balance, but I agree that my obligation to make each such payment is not dependent upon my receipt of the statement. The initial KIT Payment shall be due approximately 60 days after disbursement of the Loan.

**E. Repayment Period**

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PROMISSORY NOTE (continued), BORROWERS RIGHTS AND RESPONSIBILITIES

1. I am obligated to repay the full amount of the Loan and accrued interest. It is my responsibility to notify the Authority of my postsecondary enrollment status. I will repay the principal and interest of my Loan together in periodic installments during the Repayment Period. Payments shall be at least fifty dollars (\$50) per month and will be more, if necessary, to repay the Loan within the required time period. The Authority will provide me with a repayment schedule and disclosure statement that identifies my payment amounts and due dates. My repayment schedule may include all of my SALs. I agree that the Authority may grant me forbearance for purposes of aligning payment dates on my SALs or to eliminate a delinquency that persists even though I am making scheduled payments. I may repay all or any part of the unpaid balance on my Loan at any time without penalty. All payments will be applied first to any outstanding unpaid fees, then to outstanding interest, then to principal.
  - a. **Deferment of Principal and Interest Payments During the Repayment Period:** I may apply for deferment of the collection of installments of principal and interest for such cause as unemployment, economic hardship, active duty military service, or if I am enrolled at least half-time at an Eligible Postsecondary Institution by submitting to the Authority a written request for such deferment as provided by the Regulations, in which case the Authority may grant me a deferment from making such payments for such period, if any, as the Authority shall designate in accordance with the Regulations. KIT Payments are not eligible for deferment.
  - b. **Forbearance of Principal and Interest Payments During the Repayment Period:** I may apply for a discretionary forbearance of payments, not to exceed 24 cumulative months, during the Repayment Period under certain conditions as determined by the Authority. Conditions under which forbearance may be granted include, but are not limited to:
    - 1) Economic Hardship – after maximum allotment of time is reached for deferment;
    - 2) Unemployment – after the maximum allotment of time is reached for deferment; or
    - 3) Physician documented poor health or a prolonged illness or disability that does not meet applicable disability cancellation criteria.
2. If I do not pay interest to the Authority prior to the start of the Repayment Period, such interest will be capitalized and thereafter be Capitalized Interest. If I am granted forbearance and if I choose not to pay accruing interest charges such interest charges will be capitalized and thereafter be Capitalized Interest. Interest accrues during forbearance periods, but does not accrue during deferment periods.

#### F. Default

1. At the option of the Authority, this Loan shall be in default after any notice required by law if I fail to make regularly scheduled payments for a period of 270 days during the Repayment Period. Upon any such default, the interest rate on my Loan shall be five percent (5%) per annum from the date of such default, until the Loan, accrued interest, and all other amounts payable to the Authority are paid in full.
2. If I default, this may be reported to national credit reporting agencies and may significantly and adversely affect my credit history. This may adversely affect my ability to obtain credit in the future.
3. Except as prohibited by federal or other state laws, individuals that fail to fulfill the terms and conditions of cash repayment may, without judicial action, be subject to garnishment of their pay, loss of a professional license, offset of lottery winnings, and offset of a state tax refund in accordance with rules and regulations promulgated by the Authority not inconsistent with the provisions thereof.
4. If I default on the loan, I shall pay to the Authority or its agents the reasonable collection fees, court costs and attorney fees not to exceed 15% of the unpaid principal balance and accrued interest after default.

#### G. Interest

1. **Accrual:** Interest on this Loan accrues at the fixed simple interest rates set forth above. Interest begins to accrue on the date of each disbursement and continues to accrue until the Loan is paid in full. Interest accrues on the unpaid principal sum to the extent it is disbursed, and on the unpaid Capitalized Interest. Interest is calculated on the basis of 365.25 days in a year. If I am granted forbearance and if I choose not to pay accruing interest charges, the principal balance will increase each time the Authority capitalizes unpaid interest. As a result, I will pay more interest charges over the life of the Loan. When I leave school and begin repaying the Loan, my monthly payment amount may be higher.

#### H. Loan Discharge

1. I may request a discharge of a portion of this Loan, provided I meet the requirements set forth below.
  - a. Graduation from the program of study for which the Loan was received;
  - b. Minimum cumulative grade point average of 3.5 at the time of graduation; and

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**PROMISSORY NOTE (continued), BORROWERS RIGHTS AND RESPONSIBILITIES**

Initials \_\_\_\_\_

c. Submission of proper documentation of graduation and grade point average to the Authority.

2. If a discharge is granted, I will be released from the requirement to repay any further amounts outstanding under the Note.

**I. Loan Discharge**

I acknowledge that this Loan is subject to the limitations on discharge ability in bankruptcy contained in the provisions of United States Bankruptcy Code, including, but not limited to, 11 U.S.C. §523.

**J. Cancellation for Disability or Death**

In the event that I become totally and permanently disabled, and I furnish to the Authority a statement of a qualified physician satisfactory to the Authority, made under oath to that effect, or in the event that I die, and the Authority receives a death certificate certifying my death or other evidence of my death that is conclusive under Georgia law, then all outstanding obligations under this Note shall be deemed released, discharged and fully satisfied.

**K. Loan Sale or Transfer; General Provisions**

The Authority may sell, or otherwise transfer, one or all of my SALs without my consent. Should ownership of a SAL be transferred, I will be notified of the name, address and telephone number of the new holder if the address to which I make my payments changes. Sale or transfer of my SALs to a subsequent holder does not affect my rights and responsibilities. Failure by the Authority to enforce any term of this Note shall not be a waiver of any right to later enforce that term. No provision of this Note may be modified or waived except in writing. If any provision of the Loan or this Note is determined to be unenforceable or in violation of law, the remaining provisions shall remain in force.

**L. Borrower Certification and Authorization**

I declare that the following are true and correct:

1. The information contained in the Student Borrower Information Section of the application is true, complete and correct to the best of my knowledge and belief and is made in good faith.
2. I understand that if I make any false written statement in applying for this Loan then my loan application shall be denied. Any false written statement made at any time after loan approval shall result in an automatic 5% repayment interest rate and may result in the Authority initiating legal action against me to the fullest extent authorized by Georgia law.
3. The proceeds of this Loan will be used only for educational expenses associated with attendance at the Eligible Postsecondary Institution listed on the application. I hereby authorize such Eligible Postsecondary Institution to pay to the Authority any refund which may be due up to the amount of this Loan.
4. I understand that I am required to notify the Authority in writing if any of the following events occur before the Loan is repaid: (a) I change my address; (b) I change my name (e.g., maiden to married); (c) I fail to enroll at least half-time for the loan period certified, or at the Eligible Postsecondary Institution that certified the application; (d) I withdraw from such Eligible Postsecondary Institution or drop to a less than half-time status; (e) I graduate; (f) I change my email address; or (h) I have any other change in status that would affect my Loan status.
5. I authorize the Eligible Postsecondary Institution, the Authority, or its agents to contact me regarding my Loan at the telephone number I have provided or which I provide in the future, even if that number is a cellular telephone number. I understand that automated telephone dialing equipment or an artificial pre-recorded voice message may be used.
6. I authorize the Eligible Postsecondary Institution, the Authority, or its agents to contact my references regarding my Loan at the telephone number I have provided or which I provide in the future. I understand that automated telephone dialing equipment or an artificial pre-recorded voice message may be used.
7. I authorize the Authority to investigate my credit record and to report information concerning my Loan status to persons and organizations permitted by law to receive such information.
8. I authorize the release of information pertinent to this Loan (a) to the school; and (b) to members of my immediate family unless I submit written directions otherwise; and (c) to other organizations to the extent permitted by law (i.e., credit reporting agencies, collection agencies, the Georgia Department of Revenue and others).
9. If any discrepancy exists between the content of the Regulations and this Note that I have signed, the Note shall control.

**The complete Promissory Note and Self Certification must be submitted to GSFA within 14 days of receipt of them.**