PROMISSORY NOTE

$[PRINCIPAL AMOUNT]	[CITY], Florida
Principal Amount	[NOTE DATE]

FOR VALUE RECEIVED, [MAKER NAME] ("Maker") promises to pay to the order of [HOLDER NAME] ("Holder") the principal sum of [PRINCIPAL AMOUNT IN WORDS] Dollars ($[PRINCIPAL AMOUNT]), together with interest as provided in this Note.

1. Interest. The unpaid principal balance bears interest at [INTEREST RATE] percent per annum, computed on the basis of a 365-day year and the actual number of days elapsed, from the date of this Note until paid in full.

2. Payment.

[OPTION - INSTALLMENT: Maker shall pay principal and interest in [NUMBER OF PAYMENTS] equal monthly installments of $[MONTHLY PAYMENT AMOUNT] each, beginning on [FIRST PAYMENT DATE] and continuing on the same day of each following month, with a final payment of all remaining principal, accrued interest, and other amounts due under this Note on [MATURITY DATE] (the "Maturity Date").]

[OPTION - DEMAND: The entire unpaid principal balance, accrued interest, and all other amounts due under this Note are payable ON DEMAND of Holder. Until demand, Maker shall pay accrued interest [MONTHLY / QUARTERLY / ANNUALLY] in arrears, on the first day of each [MONTH / CALENDAR QUARTER / YEAR], beginning on [FIRST INTEREST PAYMENT DATE].]

3. Application of Payments. Payments are applied first to costs and expenses due under this Note, then to accrued interest, then to principal. Payments are to be made to Holder at [PAYMENT ADDRESS], or another address Holder designates in writing.

4. Prepayment. Maker may prepay this Note in whole or in part at any time without penalty or premium. Partial prepayments are applied to principal and do not postpone or reduce any scheduled payment.

5. Default. Each of the following is an "Event of Default" under this Note:

(a) Maker fails to make any payment under this Note within [GRACE PERIOD DAYS] days after it is due;

(b) [SECURED NOTE ONLY: an Event of Default occurs under the Security Agreement described in Section 8; or]

(c) Maker files or has filed against it a petition under any bankruptcy or insolvency law, makes an assignment for the benefit of creditors, or admits in writing an inability to pay debts as they come due.

6. Acceleration; Default Interest. On the occurrence of an Event of Default, Holder may declare the entire unpaid balance of this Note immediately due and payable, without further notice or demand. After maturity, acceleration, or demand, the unpaid balance bears interest at [DEFAULT INTEREST RATE] percent per annum or, if less, the highest rate Florida law allows.

7. Late Charge. If any payment is more than ten days late, Maker shall pay a late charge of five percent of the overdue payment. Only one late charge may be collected on any payment.

8. Security.

[OPTION - SECURED: This Note is secured by a Security Agreement of even date between Maker, as debtor, and Holder, as secured party, covering the collateral described in it (the "Security Agreement").]

[OPTION - UNSECURED: This Note is unsecured.]

9. Usury Savings. Interest under this Note will never exceed the highest rate Florida law allows. Any amount collected as interest that exceeds the lawful maximum will be applied to reduce principal or, if principal has been paid in full, refunded to Maker.

10. Waivers. Maker and every endorser, guarantor, and surety of this Note waive presentment, demand for payment, protest, notice of protest, and notice of dishonor, and agree to remain bound despite any extension, renewal, modification, or indulgence by any holder of this Note and despite the release or substitution of any collateral or of any party liable on this Note.

11. Joint and Several Liability. If more than one person signs this Note as Maker, their obligations are joint and several.

12. Collection Costs. Maker shall pay all costs of collecting or enforcing this Note, including reasonable attorneys' fees and costs at all trial and appellate levels and in bankruptcy proceedings.

13. Governing Law; Venue. This Note is governed by Florida law. Venue for any action on this Note lies exclusively in the state courts in [COUNTY] County, Florida.

14. Miscellaneous. This Note may be amended only by a written instrument signed by Maker and Holder. No delay by Holder in exercising any right waives it, and no waiver

of one default waives any other or later default. If any provision of this Note is unenforceable, the remaining provisions stay in effect.

MAKER

____

[MAKER NAME]

Date: _______________

[OPTIONAL - GUARANTY, delete unless a guarantor is part of the transaction:

GUARANTY

For value received, the undersigned ("Guarantor") unconditionally guarantees the prompt payment of all amounts due under this Note and agrees to remain bound until this Note is paid in full, despite any extension, renewal, modification, or indulgence by any holder of this Note and despite the release or substitution of any collateral or of any party liable on this Note. Guarantor waives presentment, demand, protest, notice of dishonor, and any requirement that Holder first proceed against Maker or any collateral.

____

[GUARANTOR NAME]

Date: _______________]