

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.)

1. Social Security Number:		2. Legal Name: (Last): (First): (MI):	
3. Permanent Mailing Address:		Street: City: State: Zip Code:	
4. Temporary Mailing Address :		Street: City: State: Zip Code:	
5. Date of Birth (mm/dd/yyyy):	6. Driver's License: State: Number:	7. E-mail Address:	
8. U.S. Citizenship Status (Check one and list ID number if applicable): <input type="checkbox"/> U.S. citizen or national <input type="checkbox"/> Neither <input type="checkbox"/> Permanent Resident Alien Registration No. _____		9. Telephone Numbers: Primary Phone: () Secondary Phone: ()	
10. School Name:	11. Loan Amount: \$	12. Banking Information for ACH Payments (Optional) Routing Number: _____ Account Number: _____	
Loan Period: 07/15/2022 to 06/12/2023		Degree Type Pursuing: <input type="checkbox"/> Certificate <input type="checkbox"/> Diploma or Associate Degree	
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 the loan amount set forth in Item 11 above, under the terms and conditions of this Application and Promissory Note (the "Note"), 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 Loan and not a scholarship or grant.** I will not sign this Note before reading it and understanding 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. I understand that I may sign this Note via electronic signature method as approved by the Authority. If I sign the Note via electronic signature, I consent to conducting this transaction by electronic means, and I acknowledge and agree that the Note will be legally binding upon me as if I signed the Note via handwritten signature.

THIS IS NOT A GRANT NOR SCHOLARSHIP. IT IS A LOAN WHICH I MUST REPAY IN ACCORDANCE WITH THE TERMS HEREIN.

14. I have read and agree with the Promissory Note and Borrower's Rights and Responsibilities, attached hereto and incorporated herein by reference. I have signed this Promissory Note under seal with an intent to be bound as of the date and year first written below.

I have signed this Promissory Note under seal with an intent to be bound as of the date and year first written below.

Signature of Borrower (SEAL) _____
Date

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

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 O.C.G.A. § 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 halftime 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. **SAL(s):** 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. Late payments may appear on credit reports and impact credit scores.

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 Payment shall be in the amount of ten dollars (\$10.00). 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.

Borrower's Initials: _____

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

E. Repayment Period

1. I am obligated to repay the full amount of the Loan and accrued interest, charges, and fees. 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 (\$50.00) 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 irrevocably set to 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 Loan 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.

Borrower's Initials: _____

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
 - c. Submission of proper documentation of graduation and grade point average to the Authority and the Authority's confirmed receipt of same.
2. If a discharge is granted by the Authority, I will be released from the requirement to repay any further amounts outstanding under the Note.
3. I acknowledge and agree that I am responsible for all federal and state taxes associated with any partial or total discharge of the Loan.

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

I. Loan Discharge Limitation.

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

1. In the event that I become totally and permanently disabled:

- a. I will furnish to the Authority a statement of a qualified physician under oath satisfactory to the Authority, in its sole discretion, then all outstanding obligation under this Note may be deemed released, discharged and fully satisfied.
- b. I will not receive a discharge due to total and permanent disability based on a condition that existed before I applied for the loan, unless a physician certifies under oath that the condition substantially deteriorated after the loan was made.
- c. In no event shall this Note be deemed discharge without documentation properly issued by the Authority confirming the discharge.

2. In the event that I die, and the Authority receives a valid 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. General Provisions.

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. Gramm-Leach-Bliley Act Notice.

The Gramm-Leach-Bliley Act (Public Law 106-102) requires that lenders provide certain information to their customers regarding the collection and use of nonpublic personal information.

The Authority may disclose nonpublic personal information to third parties only as necessary to process and service my loan and as permitted by law. The Authority will not sell or otherwise make available any information about me to any third parties for marketing purposes.

The Authority protects the security and confidentiality of nonpublic personal information by implementing the following policies and practices. All physical access to the sites where nonpublic personal information is maintained is controlled and monitored by the Authority. The Authority computer systems offer a high degree of resistance to tampering and circumvention. These systems limit data access to the Authority's staff and contract staff on a "need-to-know" basis, and control individual users' ability to access and alter records within the systems.

M. ACH Authorization.

I understand that I may make Loan payments via Automated Clearing House transfers from my checking or savings account. By providing my bank account information in Item 12 of the Promissory Note, I authorize the Authority to initiate all future Loan payments from my checking or savings account and, if necessary, initiate adjustments for any transactions credited/debited in error. This authorization will remain in effect until the Authority is notified by me in writing to cancel it in such time as to afford the Authority and my bank a reasonable opportunity to act on it. I understand that providing my bank account information is optional and not required to obtain this Loan, but I acknowledge that the Authority recommends that I make all Loan payments via ACH to help reduce the risk of fraud.

N. Borrower Certification and Authorization

I declare that the following are true and correct:

1. I acknowledge that this Promissory Note is a loan that must be repaid in accordance with these terms and conditions. I acknowledge that the proceeds I am receiving are not part of any scholarship nor grant program.

Borrower's Initials _____

2. 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.
3. I understand that if I make any false written statement in applying for this Loan then my loan application shall be denied and may be referred to a law enforcement agency or the Georgia Department of Law. 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 in accordance with the Authority's rights and remedies available to it at law and equity.

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

4. The proceeds of this Loan will be used only for educational expenses associated with my 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.
5. 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.
6. 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.
7. 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.
8. I understand that the Authority and its agents will contact me regarding the Loan or to issue any notices and disclosures required regarding the Loan via Email, via the email address I have provided above (or which was provided from my Loan application), and I consent to receiving such notices and disclosures via email. I further understand that I should utilize a personal email address to receive notices and disclosures regarding my Loan, rather than a school or employer email address to best ensure my privacy. I understand that I may opt-out of receiving electronic notices and disclosures at any time by providing written notice via trackable mail to the Authority. I understand that if I opt-out of receiving email notices and disclosures from the Authority, then I may not receive such notices and disclosures in a timely manner and I will always be responsible for ensuring that my Loan payments are current. I further understand that I must notify the Authority in the event that I change my email address and want to receive notices and disclosures to my new email address. I acknowledge that the Authority is not required to respond to or rely upon automatically generated emails indicating that delivery of an email could not be sent due to a change in status of my email account and that I have sole responsibility for ensuring the Authority has my updated email address. I also acknowledge and agree that I need to promptly notify the Authority of changes to my mailing address, in the event that it needs to contact me via U.S. mail.
9. 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.
10. 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 individuals or organizations to the extent required or permitted by law (including but not limited to credit reporting agencies, collection agencies, the Georgia Department of Revenue, and in response to a subpoena or court order).
11. If any discrepancy exists between the content of the Regulations and this Note that I have signed, the Note shall control.
12. The Note shall be governed by Georgia law without reference to conflicts of law provisions. Any action or proceeding regarding the Loan shall be brought and enforced in the courts of Fulton County in the State of Georgia or of the United States for the Northern District of Georgia, and I irrevocably and unconditionally waive any objection to the laying of venue of any suit or proceeding in such courts arising out of or relating to this Note.
13. By providing a cell telephone number(s), I authorize Georgia Student Finance Authority (GSFA) and their respective agents and contractors to contact me via automatic telephone dialing systems or similar device and/or using a prerecorded or artificial voice or message and/or by text message utilizing the telephone number(s) I provide which are associated with any wireless (mobile/cellular) phone or similar device or any type of telephone number regardless of the purpose for the communication. I understand that I revoke my consent to be contacted by cell phone in some or all methods by contacting GSFA directly at 770.724.9400.
14. The complete Promissory Note and Self Certification must be submitted to GSFA within 30 days of receipt of them. If GSFA fails to receive each document within such time period, this loan may be canceled and is void.
15. I may cancel this Loan within three (3) days after I sign it. Additionally, I may cancel all or part of my loan prior to disbursement of funds by notifying GSFA in writing.