

**NORTH CAROLINA CRIMINAL JUSTICE FELLOWS PROGRAM
MASTER PROMISSORY NOTE AND FORGIVABLE LOAN PROGRAM**

THIS MASTER PROMISSORY NOTE AND FORGIVABLE LOAN AGREEMENT (hereinafter “the Note”) is entered into by the undersigned Criminal Justice Fellow (hereinafter “the Fellow”), who is a recipient of a forgivable loan under the North Carolina Criminal Justice Fellows Program (hereinafter “the Program”), and the Fellow’s surety (hereinafter “Surety”) and the North Carolina Criminal Justice Fellows Program Committee (hereinafter “the Committee”), as established in Chapter 17C of the North Carolina General Statutes (hereinafter “N.C.G.S.”).

- 1. PURPOSE.** The Program was established by the General Assembly of the State of North Carolina to increase the number of criminal justice professionals by providing forgivable loans to exceptional individuals to obtain Applied Associate Degrees in Criminal Justice or other Committee-approved related fields of study as preparation to enter a criminal justice profession. To accomplish this purpose, the Program awards loans for two (2) years of undergraduate study at a North Carolina community college, repayable through the means of service.
- 2. AWARD OF THE LOAN.** Provided that the Fellow continuously complies with all of the terms and conditions set out in this Note, the Program Rules and the rules set by the college at which the Fellow is enrolled, the Committee shall award a loan up to Three Thousand One Hundred Fifty-Two No/100 Dollars (\$3,152.00) to the Fellow during each of the Fellow’s two (2) academic years of undergraduate study in Criminal Justice or a Committee-approved related field of study, subject to the terms and conditions hereinafter set forth or incorporated by reference.
- 3. PROMISE TO PAY.** For and in consideration of the award of a loan for each of the Fellow’s two (2) academic years of undergraduate study, the Fellow and his/her surety jointly and severally promise to pay to the Committee, its successors or any subsequent holder of this Note, the total principal amount of all funds advanced to the Fellow under this Note, up to the maximum amount of Six Thousand Three Hundred and Four and No/100 Dollars (\$6,304.00), together with interest on the unpaid principal balance at a rate not greater than ten percent (10%) per annum, costs, late charges, fees, including collection fees and attorney’s fees in case of default subject to the terms and conditions as set forth in this Note and the Program Rules. The Fellow acknowledges and agrees that the Fellow may receive one or more loans under this Note and that all loans so received must be forgiven through employment in an eligible criminal justice profession as defined by N.C.G.S. § 17C-20(6) or repaid in cash.

Upon receipt of any funds from the Committee pursuant to the loans provided for therein, the Fellow shall execute a certificate in the form of and containing the terms and conditions set forth in the Certificate of Receipt of Loan Funds.

- 4. ELIGIBILITY AND ACADEMIC REQUIREMENTS.** To participate in the Program, the Fellow must be enrolled as a full-time student at a North Carolina community college as defined by the college’s guidelines, in a Criminal Justice or Committee-approved related field of study; (b) pursue continuously, as a full-time student, studies that will qualify the Fellow to be employed as a criminal justice officer as defined by N.C.G.S. § 17C-2(3) or a justice officer as defined by N.C.G.S. § 17E-2(3),

in North Carolina upon graduation; (c) maintain a minimum 2.0 GPA at the end of the Fellow's first semester, and a minimum cumulative 2.0 GPA at the end of the semester thereafter. Fellow must also maintain appropriate credit hours for each semester.

Furthermore, during each academic year for which the Fellow receives a loan through the Program, the Fellow agrees to:

- (a) Honor the terms of this Note;
- (b) Comply with any academic standards set by the Committee or North Carolina community college;
- (c) Remain continuously enrolled in a North Carolina community college;
- (d) Participate in required Program activities, if any, unless an exemption has been approved by the Committee;
- (e) Remain otherwise eligible for a loan under the Program Rules; and
- (f) Complete the Program at the North Carolina community college;
- (g) Notify the Committee of a change in the Fellow's name, address, telephone number, email address, or school enrollment status within fifteen (15) days of such change.

5. TERMINATION DUE TO LOSS OF ELIGIBILITY. The Fellow shall be terminated from the Program prior to completion of his or her studies at a North Carolina community college and the loan(s) shall be terminated as of and upon the occurrence of any of the following events:

- (a) A determination by the Committee that the Fellow has failed to meet any one of the conditions as provided in Paragraph Four (4);
- (b) Written notice within sixty (60) days to the Committee from the Fellow that the Fellow does not intend to seek loan forgiveness through employment in an eligible criminal justice profession as defined by N.C.G.S. § 17C-20(6);
- (c) A determination by the Commission that the Fellow does not intend to seek loan forgiveness through employment in an eligible criminal justice profession as defined by N.C.G.S. § 17C-20(6);
- (d) The date of withdrawal of the Fellow from the Academic Program at a North Carolina community college, if the Fellow does not transfer to a different Approved Program at a North Carolina community college within ninety (90) days from the date of withdrawal;
- (e) The date the Committee determines that the Fellow has failed to meet the standards set by the Committee; or
- (f) The date the Committee determines that the Fellow is no longer eligible under the Program Rules;
- (g) Use of the proceeds of this Note for other than payment of costs of attendance at a North Carolina community college in a Criminal Justice or Committee-approved related field of study.

6. SELECTIVE SERVICE REGISTRATION. The Fellow hereby certifies that he or she has complied with the registration requirements of the Military Selective Service Act or is exempt from the registration requirements.

- 7. USE OF SOCIAL SECURITY NUMBER.** The Fellow and Surety understand and agree that the Fellow and Surety is providing his or her Social Security Number to the Committee voluntarily and hereby consents to the Committee's use of that number to administer loans under the Program. Fellow and Surety consent to the release of his or her Social Security Number to collection agencies, N.C. Attorney General's Office, N.C. Department of Revenue, N.C. Lottery Commission, and Internal Revenue Service in case of default.
- 8. USE OF LOAN FUNDS.** The Fellow hereby acknowledges and agrees that monies obtained as a result of signing this Note shall be used solely for the expenses of attending a North Carolina community college for the purpose of preparing to become a criminal justice professional as defined in N.C.G.S. 17C-20(6) or related field approved by the Committee. Expenses include tuition, fees, and costs of books.
- 9. FORGIVENESS BY MEANS OF SERVICE.** The Fellow must graduate from a North Carolina community college with an Applied Associate Degree in Criminal Justice or a Committee-approved field of study to be eligible for loan forgiveness. This Note shall be forgiven as provided by law and the rules of the Committee if, within five (5) years of graduation from a North Carolina community college with an Applied Associate Degree in Criminal Justice or a Committee-approved field of study, the Fellow has served in an eligible Criminal Justice Profession as defined in N.C.G.S. 17C-20(6), on a full-time basis for a period of four (4) years within an eligible county of North Carolina. The Fellow is responsible for securing employment that qualifies for forgiveness and for obtaining approval of that employment from the Committee. Employment in any position other than an eligible criminal justice profession as defined in the Program Rules will not qualify for Loan forgiveness of any amount owed under this Note. The Fellow shall be entitled to forgiveness of no more than the total amount disbursed to the Fellow under this Note plus accrued interests on that amount.
- 10. NOTICE OF INTENT TO SEEK FORGIVENESS.** Within sixty (60) days following the Fellow's graduation from a North Carolina community college with an Applied Associate Degree in Criminal Justice or a Committee-approved field of study, the Fellow shall notify the Committee of his/her intention to seek, or to forego, forgiveness of the loans evidenced by this Note by so affirming on the verification of employment form provided by the Committee. If the Fellow notifies the Committee of the Fellow's intention to seek forgiveness of the loans evidenced by this Note, the Fellow annually thereafter shall provide the Committee with verification of employment by a date determined by the Committee in each ensuing year until service is completed. Said verification of employment shall be executed by the Committee that the Fellow has a position in eligible criminal justice profession as defined in N.C.G.S. 17C-20(6). The referenced verification shall be submitted by the Fellow to the Committee on or before the date designated by the Committee for the current applicable year. The Fellow shall also reaffirm full-time employment in eligible criminal justice profession as defined in N.C.G.S. 17C-20(6) for the immediately preceding year on the verification form. The Fellow shall inform the Committee within thirty (30) days if the Fellow discontinues employment in an eligible criminal justice profession. If the Fellow notifies the Committee that either he/she does not intend to seek forgiveness or should the Fellow no longer remain employed in an eligible criminal justice profession, the Committee will provide the Fellow with a cash

repayment schedule for the balance of the loans.

- 11. EXTENSION OF FORGIVENESS PERIOD.** Upon application of the Fellow by the date set by the Committee prior to the year of extension, the five (5) year period for forgiveness of this Note through the means of service as provided herein, may be extended by the Committee for up to two (2) years on a year-to-year basis for each year if: a. The Fellow is on active duty with the Armed Forces of the United States; or b. The Committee, in its sole discretion, determines that the circumstances stated in the Fellow's application warrant an extension; however, in no event shall the Committee grant more than two (2) such yearly extensions to the Fellow.

- 12. INTEREST ACCRUAL.** Interest at the fixed rate not greater than ten percent (10%) per annum shall accrue on the unpaid portion of the principal sum of this Note upon the Fellow's graduation from a North Carolina community college with an Applied Associate Degree in Criminal Justice or a Committee-approved field of study or upon the Fellow's termination due to loss of eligibility as provided in paragraph five (5) of this Note, whichever is earlier. Interest will continue to accrue until the loan or loans are repaid in full either through forgiveness by means of service as provided in the Note and Program rules or cash repayment.

- 13. CASH REPAYMENT.** The Fellow shall commence cash repayment of the loan or loans on the first day of the month that falls after sixty (60) days following:
 - (a) the Fellow's graduation from a North Carolina community college with an Applied Associate Degree in Criminal Justice or a Committee-approved field of study unless the Fellow provides the Notice of Intent to Seek Forgiveness and maintains a position in an eligible criminal justice profession as defined in N.C.G.S. 17C-20(6) on a full-time basis for a period of four (4) years as provided in Paragraph Nine (9) of this Note; or
 - (b) the Fellow's termination due to loss of eligibility as provided in paragraph five (5) of this Note and Program Rules.

The Fellow will make consecutive monthly payments of principal and interest on or before the due dates stated on the Fellow's monthly statement in order to pay the loan in full within the period not exceeding five (5) years. Each cash payment will be applied first to fees, including collection fees, if any, then to accrued interest, and the remainder to principal. The cash repayment schedule shall provide a minimum monthly payment of at least fifty dollars (\$50.00); however, the actual minimum payment may be higher based on the total amount borrowed. The particular terms and conditions of repayment shall be set forth in a separate document, known as the Repayment Schedule, that the Committee shall provide to the Fellow prior to the beginning of the repayment period. Fellow and Surety agree that they are responsible for making the consecutive monthly payments regardless of whether the Fellow or Surety receive the repayment notice and/or monthly statement(s). Repayment notices and/or monthly statement(s) will be mailed and/or emailed to the addresses on file for the Fellow and Surety. It is the responsibility of the Fellow to notify the Committee of any change in his or her name, address, telephone number, and email address on file with the Committee within fifteen (15) days of such change.

- 14. PAYMENT IN U.S. DOLLARS.** The Fellow agrees to make all payments in U.S. Dollars from a financial institution domiciled in the United States.
- 15. PREPAYMENT AND REFUNDS.** The Fellow hereby acknowledges and agrees that he or she, or the surety, or any person acting on their behalf, may repay in cash all or any part of the loan or loans at any time after execution of this Note. Any amounts paid before the Fellow's completion of the Applied Associate Degree in Criminal Justice or a Committee-approved field of study program or during the Fellow's eligibility for loan forgiveness through employment in an eligible criminal justice profession under this Note shall not be refunded to the Fellow.
- 16. DEFAULT.** In the event of default, the Committee may declare the entire unpaid amount of indebtedness evidenced by this Note, including interest, immediately due and payable. A default hereunder shall preclude further participation by the Fellow in the Program. Default may occur at any time after the date of disbursement. The following events, and not by way of limitation, shall be considered a default hereunder this Note:
- (a) Failure to comply with any of the terms and conditions stated herein and with Program Rules;
 - (b) Insolvency, assignment for the benefit of creditors, or the filing of a petition in bankruptcy by or on behalf of the Fellow;
 - (c) Any representation, warranty, or statement made or furnished to the Committee by or on behalf of the Fellow in connection with this Note proving to have been false in any material respect when made or furnished;
 - (d) Failure to perform any obligation, covenant, liability of agreement contained or referred to herein;
 - (e) Conviction or plea of guilty of a crime other than a minor traffic offense;
 - (f) The Fellow is in cash repayment and his or her account is more than ninety (90) days past due;

Failure of the Committee or any subsequent holder of this Note to exercise any option available to said holder shall not constitute a waiver of the right to exercise such options in the event of a future default. No delay or omission on the part of the Committee or any subsequent holder of this note in exercising any right hereunder shall operate as a waiver of such right or of any other right of such holder nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same or of any other right on any future occasion.

Upon default, the Committee will notify the Fellow and Surety, in writing, of such default and its exercise of the option to declare the entire unpaid balance due and payable. The notice of default will be by certified mail, return receipt requested, addressed to the Fellow and Surety at the last address on file with the Committee. Refusal or non-delivery at that address will be deemed delivery after seven (7) days.

Upon default, the Committee may disclose that the Fellow and Surety have defaulted, along with other relevant information, to credit bureau organizations, which may adversely affect a Fellow's and Surety's credit rating and may obtain credit reports on the Fellow and Surety as long as any

amount remains unpaid under this Note.

Upon default, the Committee will pursue all available means of collection under North Carolina law, including but not limited to, setoff of State income tax refunds, education lottery winnings, wage garnishment, use of the State Employees' Debt Collection Practice Act, referral of this Note to the North Carolina Attorney General's Office for collection, referral of this Note to external collection agencies, and setoff of Federal Income Tax refunds. The Attorney General's Office may disclose that the Fellow has defaulted, along with other relevant information, to credit bureau organizations.

The Fellow and Surety authorize the Committee and its agents, including collection agencies and the N.C. Attorney's General's Office to use federal agencies, state agencies, county agencies, and private and public sources to gather information regarding their current address and employment information in case of default.

- 17. LIABILITY FOR COLLECTION COSTS.** In the event of default under this Note, the Fellow and Surety agree to and are bound to pay the Committee all reasonable costs of collection, including but not limited to, collection fees and costs that may be incurred by the Committee or its agents for the use of external collection agencies, attorney's fees, court costs, and other fees that are permitted by state and federal law and are necessary for the collection of any amount of the loan not paid when due. The Fellow and Surety understand that under N.C.G.S. § 6-21.2, if the services of an attorney are necessary for the Committee to enforce this Note, the Fellow and Surety will pay reasonable attorney's fees of fifteen percent (15%) of the outstanding balance owing on the Note, even if the Committee utilizes the services of the N.C. Attorney General's Office.
- 18. POST-JUDGEMENT INTEREST.** If litigation becomes necessary to collect the loan evidenced by this Note, and a judgment is obtained against the Fellow and/or Surety, the interest on the judgment will accrue at the rate of ten percent (10%) per annum until the judgment is satisfied.
- 19. WAIVER OF CERTAIN PROCESS AND NOTICE.** The Fellow and the Surety to this Note hereby waive presentment for payment, demand, protest, notice of protest, nonpayment and dishonor and any and all other notices and demands whatsoever and agree that any extensions or extension of time for payment of this Note for a definite or indefinite time shall not affect their liability hereunder and hereby waive all notice of such extension. The Fellow and the Surety acknowledge and agree that the Committee, its successors or subsequent holders of this Note may accept payments on account of principal and interest after maturity. The Fellow and the surety agree to continue and remain jointly and severally bound hereunder until payment is made in full either by repayment of the indebtedness evidenced by this Note or by forgiveness by means of service as provided herein.
- 20. WAIVER OF STATUTE OF LIMITATIONS.** The Fellow and Surety agree not to plead and expressly waive the statutes of limitations defense in a suit, action, or other proceeding for the collection or recovery of any amounts due under this Note.
- 21. NOT A FEDERAL LOAN.** This is an educational loan provided under a program created by the North Carolina General Assembly, funded by the State, and administered by the North Carolina Criminal

Justice Fellows Committee. This educational loan is not a federal student loan, and consequently, does not qualify for various options currently available for federal loans, such as interest subsidies or income-based repayment options.

- 22. RELEASE OF INFORMATION TO AND FROM SCHOOL.** The Fellow authorizes his or her North Carolina community college and its agents and contractors to release to the Committee any requested information pursuant to this loan (e.g., eligibility, enrollment status, current address). The Fellow also authorizes the Committee to release personal and financial information to the Fellow's North Carolina community college in connection with this loan. The Fellow authorizes the community college to pay the Committee any refund that may be due up to the full amount of the loan.
- 23. NO INFANCY DEFENSE.** The Fellow acknowledges that he or she is legally obligated, under N.C.G.S. § 116-174.1 to repay this Note even though the Fellow may be under eighteen (18) years of age.
- 24. SURETY.** The Fellow and the Surety together affirm that the Surety to the Note is over twenty-one (21) years of age, a U.S. citizen, a resident of North Carolina, is regularly employed, and has assets sufficient to repay the indebtedness evidenced by this Note in the event that the Fellow does not fulfill the requirements for forgiveness of the Note by means of service and fails to make the cash repayments and the Fellow defaults. For applicants under eighteen (18) years of age, the surety must be a parent or guardian.
- 25. LATE CHARGES.** For any payment received fifteen (15) days or more after the due date, the Committee may, to the extent permitted by State law, charge a late fee.
- 26. BANKRUPTCY.** The Fellow and Surety hereby acknowledge and agree that all loans are educational loans made under a program which is funded by the State of North Carolina, and as such, are not dischargeable in bankruptcy except as may be permitted under 11 U.S.C. § 523(a)(8).
- 27. ATTEMPTS TO SATISFY OBLIGATION.** The Committee reserves the right to reject a Fellow's or Surety's check, money order, or other instrument marked "payment in full." Marking a payment as such will not satisfy or discharge the Fellow's and Surety's obligation under the Note, disputed or otherwise, even if such instrument is processed by the Committee, unless such payment is in fact sufficient to pay the amount due according to the Committee's records.
- 28. DEATH.** Unless otherwise provided by State law, the Committee will cancel the loan or loans of a Fellow who dies while the Fellow is either enrolled in a North Carolina community college as a full-time student pursuing studies that will qualify the Fellow to be employed in an eligible criminal justice profession as defined in N.C.G.S. 17C-20(6)(c) or who dies while employed in an eligible criminal justice profession while enrolled in the loan forgiveness program. Unless otherwise provided by State law, if the Fellow and/or Surety is in cash repayment at the time of death, the Committee may recover the outstanding balance on the loans from the Fellow's and/or Surety's estate or cancel the loan at the discretion of the Committee.

29. PERMANENT DISABILITY. Unless otherwise provided by State law, the Committee may forgive the balance of Loan(s) upon a finding, supported by the opinion of a licensed Doctor of Medicine or osteopathy, that the Fellow cannot fulfill the requirements for loan forgiveness through employment in an eligible criminal justice profession or cash repayment because of the Fellow's permanent disability. Unless otherwise provided by State law, the Committee may forgive the balance of the loan(s) upon a finding, supported by the opinion of a licensed Doctor of Medicine or osteopathy, that the Surety cannot fulfill requirements of cash repayment because of the Surety's permanent disability.

30. FELLOW'S RESPONSIBILITY. The Fellow hereby acknowledges and agrees that so long as said Fellow is participating in the Program and any funds under this Note are due and owing, said Fellow shall abide by the rules and policies set by the Committee and shall:

- (a) Report grades and credit hours to the Committee each semester;
- (b) Notify the Committee of any change in his or her name, address, telephone number, and email address on file with the Committee within fifteen (15) days of such change;
- (c) Assist with the orientation of new Fellows and, when possible, participate in the recruitment of future Fellows;
- (d) An extension request must be specific and may not be construed as extending to any other Criminal Justice Fellows Program responsibility. A request for exemption must be in writing and pursuant to such rules as the Committee may from time to time designate;
- (e) Sign a Certificate of Receipt of Loan Funds each time funds are disbursed on behalf of the Fellow pursuant to this Note;
- (f) Notify the Committee of any change in his or her academic status within fifteen (15) days of such change;
- (g) Promptly provide verification of employment to the Committee as required by the Program Rules for loan forgiveness and/or provided in this Note; and
- (h) Otherwise comply with the Program Rules.

31. FELLOW'S FOLLOW-UP. The Fellow acknowledges and agrees that following said Fellow's graduation, the Fellow shall:

- (a) Notify the Committee of any change in his or her name, address, telephone number, and email address on file with the Committee within fifteen (15) days of such change;
- (b) Keep current employment information on file with the Committee;
- (c) Complete any and all surveys designed for research and longitudinal study purposes; and
- (d) Promptly provide verification of employment to the Committee as required by the Program Rules for loan forgiveness and/or provided in this Note.

32. LIMITATIONS. No provision of this Note shall be construed to require the Committee to advance loan funds to the Fellow in the event that the N.C. General Assembly does not appropriate funds for the Program.

33. GENERAL PROVISIONS. The Fellow hereby acknowledges receipt of a copy of this Note. This Note shall be deemed to have been made under and shall be governed by the laws of the state of North Carolina in all respects, including matters of construction, validity, and performance. The

indebtedness evidenced by this Note is unsecured and the Fellow shall not be obligated to provide security for this Note.

- 34. INVALID PROVISION.** Wherever possible, each provision of this Note shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of any such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.
- 35. NOTICE.** Notices pursuant to the Note shall be in writing delivered in person or by certified or registered United States mail, return receipt requested. The last or best-known address on file with the Committee shall be utilized and refusal or non-delivery at said address shall be deemed delivery after seven (7) days. The Fellow and Surety authorize the Committee to contact the Fellow and Surety regarding loan(s), including repayment of loan(s), and authorize the Committee and its agents to contact the Fellow and Surety by the cellular telephone number that the Fellow and/or Surety provide now or in the future using automated dialing equipment or artificial or prerecorded voice or text message. The Fellow and Surety authorize the Committee to contact him or her by the email address that the Fellow and Surety have provided to the Committee. The Fellow and Surety authorize the Committee to deliver a 1098-E and any other government notices by email.
- 36. TRANSFER.** The Fellow and Surety acknowledge and agree that the Committee may transfer this Note and the underlying indebtedness and upon such transfer, the undersigned shall have the rights and responsibilities with regard to the holder that the undersigned had with regard to the Committee.
- 37. AMENDMENT.** This Note may be altered, amended, or modified only by a writing signed by all of the parties hereto, and any written waiver of any requirement by all parties shall be for that one (1) occasion and shall not be continued unless expressly so provided in writing.
- 38. BINDING EFFECT.** This Note shall be binding upon the Fellow and the Surety and the heirs, executors, administrators, successors, and assigns thereof and shall inure to the benefit of and be enforceable by the Committee, its successors, transferees, and assigns.
- 39. PARAGRAPH HEADINGS.** The paragraph headings are for the convenience of reference only and shall not be considered terms of this Note. Whenever required by the context, the masculine gender shall include the feminine, the singular, the plural, and vice versa.

FELLOWS CERTIFICATIONS AND SIGNATURE

I, the Fellow, certify that I have read, understood, and agree to the provisions of the North Carolina Criminal Justice Fellows Program Master Promissory Note and Forgivable Loan Agreement. I further certify that I have read, understood, and agree to the North Carolina Criminal Justice Fellow Program Rules. I certify that the information that I have provided to the Committee is true, correct, and complete to the best of my knowledge and belief. I will not sign the Note before reading the entire Note, even if otherwise advised. I understand that multiple loans may be made under this Note. I am executing this Note under seal within the meaning of N.C.G.S. § 1-47(2). I certify that I will repay my loan(s) to the terms of this Note.

IN WITNESS WHEREOF, the Fellow hereby causes this Master Promissory Note for the NORTH CAROLINA CRIMINAL JUSTICE FELLOWS PROGRAM to be executed properly under seal, this the ____ day of _____, 20____.

Participating N.C. Community College
(Name of School Fellows Will Attend)

Fellow's Signature

Printed Name as Signed Above

Social Security Number

Street Address

City, State, Zip Code

Telephone Number

Email Address

SURETY'S CERTIFICATION AND SIGNATURE

I, the Surety, certify that I am over twenty-one (21) years of age, a U.S. Citizen, a resident of North Carolina, regularly employed, and have assets sufficient to repay the indebtedness evidenced by this Note in the event the Fellow does not fulfill the requirements for forgiveness of the Note by means of service. If the Fellow is under the eighteen (18) years of age, I certify that I am the parent or guardian of the Fellow. I will not sign the Note before reading the entire Note, even if otherwise advised. I understand that multiple loans may be made under this Note. I am executing this Note under seal within the meaning of N.C.G.S. § 1-47(2). I certify that I will repay the loan(s) to the terms of this Note if the Fellow fails to fulfill the requirements for forgiveness of the Note by means of service, fails to make cash repayment of the Note, and the Fellow defaults.

IN WITNESS WHEREOF, the Surety hereby causes this Master Promissory Note for the NORTH CAROLINA CRIMINAL JUSTICE FELLOWS PROGRAM to be executed properly under seal, this the ____ day of _____, 20____.

Participating N.C. Community College
(Name of School Fellows Will Attend)

Fellow's Signature

Printed Name as Signed Above

Social Security Number

Street Address

City, State, Zip Code

Telephone Number

Email Address

NORTH CAROLINA NOTARY ACKNOWLEDGEMENT

State of North Carolina

County of _____

I, _____, a Notary Public hired for said county and state, do hereby certify that _____ (Fellow) and _____ (Surety), whose names are subscribed to the foregoing Note, personally appeared before me and acknowledged the due execution of the Note.

WITNESS my hand, this the ____ day of _____, 20 ____.

(Official Seal)

(Notary Signature)

(Notary Printed Name)

My Commission Expires: _____, 20 ____.