case of sale of the property by the Lender, the Lender will pay to the Borrower any balance from the proceeds of the sale after the Lender has realized all of the outstanding loan balance, interest, penalty fees, cost of sale and/or expenses incurred in the recovery.

6.4. Without prejudice to any other right(s) conferred on the Lender by applicable law, the Borrower agrees to pay:

6.4.1. A penalty fee of **0.40%** per day on any sum due under this Loan Agreement from the third day of Default in Payment until the date the relevant installment(s) and all penalties are paid.

6.4.2. All expenses incurred by the Lender to finance the loan recovery process.

6.5. Upon Default in Payment and/or an Event of Default by the Borrower, the Lender shall be at liberty to publish the name of the Borrower and the Borrower's business in newspapers or paste same in the community in which his business or residence is located.

6.6. Failure to comply with the terms and conditions of this facility will in cases where you have entered into other transactions with the Lender automatically trigger default status on those other facilities. Then in any such event and at any time thereafter, if such event is continuing, the Lender may by notice in writing to the Borrower, demand Immediate and total repayment of all the Borrowers facilities held with the Lender.

7. Consent to Disclose Information

7.1. The Borrower hereby authorizes the Lender to submit information on his/her credit transactions with the Lender to any institution licensed by the Bank of Ghana or obtain credit reports on him/her from such institution.

7.2. The Borrower further authorizes the Lender to disclose to or obtain from any institution licensed by the Bank of Ghana information on his/her personal data and/or information relating to any documents referred to herein, his/her assets and business affairs.

8.1. If any term or provision in this Loan Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Loan Agreement but the validity and enforceability of the remainder of this Loan Agreement shall not be affected.

Signed by the Borrower herein after the contents herein had been read over and explained to the Borrower by ……………………………………………... in the …………………………… language and the Borrower seemed perfectly to understand and approve of same before making his mark.

This agreement was explained to the Borrower in the …………………………….. Language by:

In the presence of:
Borrower
Name: ______________________________

Signature: ______________________________

In the presence of:
witness
Name: ______________________________

Signature: ______________________________

Signed and Sealed on behalf of Mabia Microfinance Services

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BRANCH MANAGER

In the presence of:

Name: ______________________________
Signature____________________________