



ACKNOWLEDGEMENT OF DEBT/AGREEMENT OF SETTLEMENT

Between

SAPHUMULA SAVINGS AND CREDIT CO-OPERATIVE SOCIETY LTD

(Creditor)

And

NAME:

(Debtor)

1. ACKNOWLEDGEMENT

Ihereby acknowledge being indebted to Saphumula Savings and Credit Co-operative Society Ltd (Saphumula SACCO) in the agreed amount as follows;

1.1 E.....(words).....
.....
in respect of money loaned and advanced for
..... Loan.

1.2 Interest thereon at the rate of% per month, effective from (date)..... 20..... to date of final payment.

2. PAYMENT

It is agreed that the debtor shall liquidate the amount referred herein above as follows;

2.1 The amount of E..... (words)
..... Emalangeni)
shall be paid in equal monthly instalment of E..... starting
from the end of (month) 20..... and each
subsequent month until the last payment is made.

3. **Default**

Should the debtor default in the due performance of any his obligation herein in terms of this agreement of settlement all of which by this agreement are material and binding including in particular if any payment is not made on the due date or in the event of judgment being obtained against the debtor by another person and such judgment not being satisfied within fourteen (14) days of the date that it is granted then;

3.1 The full amount outstanding in terms hereof shall immediately become due and payable.

3.2 The lender (creditor) shall in addition to any other rights which it may have in law be entitled to enforce the provisions of this agreement of settlement as if it were a judgment of court.

3.3 The lender (creditor) shall be entitled to recover in addition to all the afore-mentioned amount all costs incurred by itself to its attorneys in securing the debtors compliance with provisions hereof which may be taxed and recovered on a scale between an attorney and own client scale and shall include the costs of all the necessary attendances, tracing opinions and given and 10% collection commission.

4. **ORDER OF COURT**

The parties herein agree that this agreement shall be made an order of court.

5. **NOVATION**

Neither this agreement of settlement nor any payment in terms hereof shall constitute a novation of the present obligation of the lender to the debtor (client).

**SIGNED AT ON THIS THEDAY OF
20.....**

AS WITNESSES:-

For; Debtor

NAME(.....)

SIGNED AT ON THIS THEDAY OF

..... 20.....

AS WITNESSES:-

For; Lender (Creditor)