



Account number: _____

DISCLOSURE/LOAN AGREEMENT

Loans (517) 333-2222 • Toll-Free 800-MSU-4-YOU
Toll-Free Fax 866-374-2123
www.msufcu.org

INSTRUCTIONS
1. REVIEW ALL DISCLOSURES FRONT AND BACK. PLEASE READ THIS SHEET CAREFULLY. IF YOU HAVE ANY QUESTIONS CALL THE CREDIT UNION.
2. SIGN THE BOTTOM OF PAGE 2 IN TWO PLACES.
3. RETURN PAGE 2 TO THE CREDIT UNION.

NOTE: ALL ADVANCES ARE SUBJECT TO CREDIT UNION REVIEW AND WILL BE GOVERNED BY YOUR CREDIT WORTHINESS AND CREDIT UNION POLICIES IN EFFECT AT THE TIME OF THE ADVANCE REQUEST.

MEMBER'S DISCLOSURE STATEMENT
"I" and "MY" refer to the Borrower(s) and "YOU" and "YOUR" means the Credit Union in this Disclosure Statement.

FINANCE CHARGES

HOW TO COMPUTE THE **FINANCE CHARGE**: The unpaid principal balance for each day is multiplied by the daily periodic rate to determine the **FINANCE CHARGE** for that day. The sum of these daily charges is the **FINANCE CHARGE** I will pay. The unpaid principal balance is that balance which is in my account at the close of business after all transactions, including payments and new borrowings, have been entered. **FINANCE CHARGES** will be imposed from the date of disbursement. There is no grace period.

OTHER CHARGES

I understand this Open-End Loan Agreement is subject to a \$2.00 fee for a transfer of funds to cover an overdraft check. (Optional - charged only if I wish to receive notice.)
LATE CHARGES: A late charge of \$25.00 will apply to any loan payment that is received seven (7) or more days past the due date as indicated on your statement.

SECURITY INTEREST

SECURITY INTEREST: The Credit Union requires a security interest for all loan types. On secured advances I will pledge and grant a security interest under the provisions of the Uniform Commercial Code and under the terms of the Open-End Loan Agreement and Security Agreement in the personal property which was purchased with the advance or otherwise required to secure the advance. **Collateral securing other loans with the Credit Union will also secure loans made under this agreement.** Real Estate Loans are not covered by this cross collateral agreement.

GENERAL PLEDGE OF SHARES AND DEPOSITS: I pledge all paid shares and deposits and payments thereon which I now have or hereafter may have with you to the extent of all unpaid balances due you. In case of default, I hereby authorize you to apply any and all such funds to the payment of the unpaid balances. However, I retain full access to any and all shares on deposit not specifically pledged as collateral. No lien or right to impress a lien on shares and deposits shall apply to any of my shares which may be held in an "Individual Retirement Account" (IRA).

PAYMENT SCHEDULE

The minimum monthly payment on all Instant Cash Loan Advances is 3% of the balance outstanding after each advance. The payment will not change until a subsequent advance is taken. At no time will the payment be less than \$20.00. A payment is due every month on the due date but not later than the last day of the month. The minimum payment will be increased by any balance outstanding in excess of my credit limit. Payment amounts and due dates on all accounts other than the Instant Cash Loan will be shown on a Loan Advance Request Voucher issued at the time of each advance. If you send an amount greater than your minimum monthly payment, we will automatically advance your next payment due date by the number of whole monthly payments satisfied by the extra funds. Each payment is applied first to unpaid late fees and charges, then to the accrued interest due on the loan and the remaining amount is applied to the principal balance. Payments cannot be applied to future interest because interest accrues under the formula disclosed above under "Finance Charges."

NOTICE OF MY BILLING RIGHTS

This notice contains important information about my rights and your responsibilities under the Fair Credit Billing Act.

I MUST NOTIFY THE CREDIT UNION IN CASE OF ERRORS OR QUESTIONS ABOUT MY STATEMENT. If I think my statement is wrong, or if I need more information about a transaction on my statement, I will write the Credit Union on a separate sheet at the address listed on my statement. I will write to the Credit Union as soon as possible. You must hear from me no later than 60 days after you sent me the first statement on which the error or problem appeared. I can telephone you, but doing so will not preserve my rights.

In my letter, I will give you the following information:
 My name and account number;
 The dollar amount of the suspected error;
 Describe the error and explain, if I can, why I believe there is an error. If I need more information, I will describe the item I am not sure about.

MY RIGHTS AND YOUR RESPONSIBILITIES AFTER YOU RECEIVE MY WRITTEN NOTICE: You must acknowledge my letter within 30 days, unless you have corrected the error by then. Within 90 days, you must either correct the error or explain why you believe the statement was correct.

After you receive my letter, you cannot try to collect any amount I question, or report me as delinquent. You can continue to send statements to me for the amount I question including finance charges, and you can apply any unpaid amount against my credit limit. I do not have to pay any questioned amount while you are investigating, but I am still obligated to pay the parts of my statement that are not in question.

If you find that you have made a mistake on my statement, I will not have to pay any finance charges related to any questioned amount. If you didn't make a mistake, I may have to pay finance charges, and I will have to make up any missed payments on the questioned amount. In either case, you will send me a statement of the amount I owe and the date that it is due.

If I fail to pay the amount that you think I owe, you may report me as delinquent. However, if your explanation does not satisfy me and I write to you within 10 days telling you that I still refuse to pay, you must tell anyone you report me to that I have a question about my statement. And, you must tell me the name of anyone you reported me to. You must tell anyone you report me to that the matter has been settled between us when it finally is.

If you don't follow these rules, you can't collect the first \$50.00 of the questioned amount, even if my statement was correct.

PENALTY RATE

The **ANNUAL PERCENTAGE RATE** charged on this loan is disclosed to you on Schedule A and on any loan advance voucher. Your failure to properly secure or to cooperate with us to properly secure a first priority security interest in collateral you have pledged for an advance under this loan within twenty (20) days of such advance shall result in an **ANNUAL PERCENTAGE RATE** of 18% being charged to the total outstanding balance for that advance. In the event you produce evidence acceptable by us that a lien has been placed providing the credit union with a first priority security interest in the collateral pledged for the advance we will reinstate the initial **ANNUAL PERCENTAGE RATE** to the rate disclosed to you on Schedule A or loan advance voucher.

SEE "SCHEDULE A" FOR CURRENT LOAN RATES

READ THE INSTRUCTIONS ABOVE AND KEEP THIS SHEET FOR FUTURE REFERENCE



Federally insured by the NCUA

L132 rev. 2/08

OPEN-END LOAN AND SECURITY AGREEMENT

IN THESE AGREEMENTS, THE WORDS "I," "ME," "MY" AND "MINE" WILL MEAN ALL PERSONS WHO COMPLETED A "CREDIT APPLICATION FOR ALL CREDIT" OR ENDORSED THE LOAN PROCEEDS CHECK. THE WORDS "YOU," "YOUR" AND "YOURS" WILL MEAN THE CREDIT UNION.

I agree to this Loan and Security Agreement and Disclosure Statement and any future amendments thereto, and promise to pay you all sums advanced under this agreement, plus a Finance Charge.

LOAN AGREEMENT

- Advances:** You will make loan advances to me. I understand that all advances must be made for good purposes. Advances shall be made at my request by means of check, loan draft, electronic transfer, deposit to my checking account, or other account designated by me.
- Credit Limits:** Advances against my Instant Cash Loan Account will at no time, in total, exceed the limit as set forth to me. Advances on secured loans will depend on the value of security offered at the time of each advance.
- Payments:** The minimum monthly payment and due date on all Instant Cash Loan Advances is explained on the reverse side. The minimum monthly payment and due date on all secured loan advances will be set and disclosed to me at the time each advance is made on the Loan Advance Request Voucher. My minimum payment will not change unless I request additional advances or fail to keep my agreement. I understand that my payments will first be applied to pay late charges or other charges, if any, finance charges, and then to my outstanding advance balances. I may pay the credit balance in full or in part at any time without penalty. Minimum monthly payments shall not be reduced even though the unpaid principal balance declines as payments are made. I understand that payroll deductions are NOT a condition of this loan. If the payroll deduction is not received in time to make a loan payment, or if the payroll deduction is insufficient to make a full payment, I understand that it is MY RESPONSIBILITY to make the loan payment each month when payment is due.
- Computation of Finance Charge:** Finance Charges on each loan will be computed at the Daily Periodic Rate and Annual Percentage Rate shown on the then current "Schedule A" or Loan Advance Request Voucher.
- Credit Insurance:** Credit life or credit disability insurance is not required as a condition of credit. If I choose voluntary credit life and/or credit disability insurance, the premiums for such coverage will be added to my outstanding balance. If I do not make any payment when due, you may at your option, cancel such coverage. You may also have the option of paying the insurance premiums and adding them to my outstanding balance where they will be subject to the annual percentage rate disclosed.
- Late Charges:** A late charge, as shown on the reverse side of this document, may be assessed on late payments. In any event, interest is charged for each day a balance is outstanding. Any payment that (A) delays or (B) accelerates the reduction of my account balance will (A) increase or (B) decrease the total interest cost on my account.
- Default:** I will be in default if I fail to make any payment when due, fail to keep or perform any promise made to you or agreement with you, if any information I have furnished proves to have been false, if I die, become insolvent or file a bankruptcy case, or if a third party tries by legal process to take any of my property or money. If I am in default then you may, at your option, and without notice to me, declare this account to be immediately due and payable. I must pay to you at that time the total unpaid balance, as well as the Finance Charge to date. I further agree to pay your costs of collection, including reasonable attorney's fees. The Finance Charges as described in paragraph 4 of this agreement shall be payable before and after any breach of the agreement.
- Debtor Responsibility:** I promise to notify you of any change in my name, address, or employment. I promise not to apply for a loan if I know there is a reasonable probability that I will be unable to repay my obligation according to the terms of the credit extension. I promise to inform you of any new information which relates to my ability to repay my obligation. I promise not to submit false or inaccurate information or willfully conceal information regarding my credit worthiness, credit standing or credit capacity.
- General Pledge of Shares:** I pledge my shares and deposits in the Credit Union. In case I default, you may apply these shares and deposits to the payment of all sums due at the time of default, including costs of collection and reasonable attorney's fees. No lien or right to impress a lien on shares and deposits shall apply to any of my shares which may be held in an "Individual Retirement Account" (IRA).
- Termination:** I understand that you may terminate this Loan and Security Agreement under any of the following conditions: (1) Upon adverse re-evaluation of my credit worthiness. (2) If I should fail to meet the terms of this agreement. (3) At my option, or your option, with good cause and upon written notice. I understand that termination will not affect my obligation to pay the balance outstanding incurred prior to the notice.
- Checking Overdraft Authorization:** (If applicable) The checking account mentioned in this section is also governed by another agreement between you and me. If this agreement conflicts with any of the provisions governing the checking account, the provisions of this agreement shall control. If I have a checking account with you, I agree that whenever I (or anyone authorized to sign on my checking account) write a check which when posted to my checking account exceeds the balance in the account by one cent or more, the check shall constitute a request for an advance against my Instant Cash Loan Account in increments of \$100.00 which will be sufficient to permit the Credit Union to pay such check. Any advances so made shall be subjected to the terms of this agreement. The amount of any advance approved by you shall be credited to my checking account as a deposit. These provisions also apply should I overdraft my checking account by means of an Automated Teller Machine or other electronic means. Deposits to my checking account made after a loan advance are **not** automatically credited back to my loan.
- Additional Provisions:**
 - I agree to provide you with a current financial statement if you so request and understand that no advance will be made until you have reviewed that financial statement.
 - Each provision of this agreement must be considered as part of the total agreement, and cannot in any way be severed from it. However, I also agree that should any part of this agreement be found invalid, it will in no way affect the remainder of this agreement.
 - I acknowledge that I have received a copy of this Open-End Loan Agreement, and that I have fully read and understand all its terms and conditions.
 - My signing and endorsing any checks or drafts, issued under this agreement or my use of any money advanced under this agreement shows my acceptance of its terms and conditions.

SECURITY AGREEMENT

- I hereby grant to you a security interest according to the provisions of the Uniform Commercial Code in any property pledged as collateral under this agreement as described on my Loan Advance Request Voucher. Unless it is household goods, as that term is defined in the Credit Practices Rule, or real estate that is my primary residence, this collateral also secures any other obligation I owe to you, regardless when such obligations are or were incurred. In addition, unless it is household goods, as that term is defined in the Credit Practices Rule, or real estate that is my primary residence, any property securing other loans I have with you will also secure advances made under this agreement.
- The collateral will be kept at the address shown on my application and I will not change the location of, sell or transfer the collateral unless I have your prior written consent.
- I promise that I own the collateral and that no one else has any interest in it or claim against it. I agree not to sell or lease the collateral or to give it as collateral to anyone until the advance secured by the collateral has been paid.
- I will pay all taxes, assessments, and liens against or attached to the collateral and I further agree to keep it in good condition and housed in a suitable shelter. I agree to execute financing statements and security agreement amendments at your request and will defend the property against adverse third party claims. I will not remove the collateral from the state of my residence as shown on my application unless I have your permission.
- I will maintain insurance against loss by Fire, Theft, or Collision and Comprehensive Coverage on motor vehicles or other property in which you have a security interest. This insurance may be obtained from any insurance broker of my choice. This insurance will be in a form and an amount satisfactory to you. I will supply you with proof of such insurance and have you named as loss payee until all sums owed to you and secured by this property are repaid. If I fail to maintain such insurance, you may, but are not required to, obtain insurance of your own and the cost of such insurance may be added to my account. At your option the cost of such insurance, shall be paid on demand or paid by way of increased payments over the term of the insurance policy. This cost may bear interest at the contract rate until paid. I further assign to you the right to receive the proceeds of any insurance on such property, and direct any insurer to pay those proceeds directly to you. I authorize you to increase my payroll deduction to cover the cost of insurance if necessary. I authorize you to endorse any check or draft provided as the proceeds of such insurance, and apply those proceeds to the sums owed to you. I further authorize you to provide your insurance service center with the necessary information for verification of adequate coverage. I acknowledge that insurance, or any extension thereof, placed by you is without benefit to me individually but is primarily for your protection.
- You may meet all requirements for sending me a notice of any kind if you send it to me by means of United States mail, at my last given address.
- Any additional advances made to me for the payment of taxes or assessments or liens of any kind, or premiums on authorized insurance and interest owing thereon shall also be secured by this agreement.
- In return for the sums advanced, I grant you the authority to repossess and sell the collateral should I default in making my payments, or should I fail to discharge any liability I may have under this agreement, or should any statement I have made to you prove false. In such case, you or your authorized representatives may enter the premises where the collateral is kept and take possession, without being liable for trespass and without legal process.
- Unless I default, I may keep possession of the property (collateral) described and use it in any lawful manner consistent with this agreement or with the insurance policy on the collateral. I understand that you have certain rights and legal remedies available to you under the Uniform Commercial Code and other applicable laws, and that you may use these rights to enforce payment if I default. In that event, I will at your request, assemble the property (collateral) and make it available to you at a place of your choosing. If you decide to waive any default, it will not constitute waiver of any other subsequent defaults.
- You are hereby appointed as my irrevocable Attorney-in-fact, coupled with an interest, to perform any acts which you feel are necessary to protect the collateral and the security interest which this agreement creates.
- If there is more than one borrower, our obligations under this agreement are joint and several, each being equally responsible to fulfill the terms of this agreement.
- Should you feel at any time the security presented has diminished in value, or for any other reason feel that additional security is required, I agree to assign to you within 10 days whatever additional security you feel is necessary to protect yourself against possible loss.
- I acknowledge that I have received a copy of the Open-End Security Agreement, that I have fully read, understand and agree to be bound by all its terms and conditions prior to my signing.
- My signing and endorsing any checks or drafts issued under this agreement or my use of any money advanced under this agreement shows my acceptance of its terms and conditions.

CHANGE OF TERMS

You may change any term or condition of this Agreement at any time. Unless otherwise required by law to provide me with an advance notice of such change you will provide me with notice of the change in a manner you deem appropriate.

INSTRUCTIONS

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2. SIGN THE BOTTOM OF PAGE 2 IN TWO PLACES.
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Account number: _____

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MEMBER'S DISCLOSURE STATEMENT

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SECURITY INTEREST: The Credit Union requires a security interest for all loan types. On secured advances I will pledge and grant a security interest under the provisions of the Uniform Commercial Code and under the terms of the Open-End Loan Agreement and Security Agreement in the personal property which was purchased with the advance or otherwise required to secure the advance. **Collateral securing other loans with the Credit Union will also secure loans made under this agreement.** Real Estate Loans are not covered by this cross collateral agreement.

GENERAL PLEDGE OF SHARES AND DEPOSITS: I pledge all paid shares and deposits and payments thereon which I now have or hereafter may have with you to the extent of all unpaid balances due you. In case of default, I hereby authorize you to apply any and all such funds to the payment of the unpaid balances. However, I retain full access to any and all shares on deposit not specifically pledged as collateral. No lien or right to impress a lien on shares and deposits shall apply to any of my shares which may be held in an "Individual Retirement Account" (IRA).

PAYMENT SCHEDULE

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PENALTY RATE

The **ANNUAL PERCENTAGE RATE** charged on this loan is disclosed to you on Schedule A and on any loan advance voucher. Your failure to properly secure or to cooperate with us to properly secure a first priority security interest in collateral you have pledged for an advance under this loan within twenty (20) days of such advance shall result in an **ANNUAL PERCENTAGE RATE** of 18% being charged to the total outstanding balance for that advance. In the event you produce evidence acceptable by us that a lien has been placed providing the credit union with a first priority security interest in the collateral pledged for the advance we will reinstate the initial **ANNUAL PERCENTAGE RATE** to the rate disclosed to you on Schedule A or loan advance voucher.

00-60049.21 **SEE "SCHEDULE A" FOR CURRENT LOAN RATES**

PLEASE READ BEFORE SIGNING

I/we hereby give authorization to my/our employer(s) to release any employment verification to the Credit Union. I/we hereby authorize the Credit Union to check my/our credit and employment history and to answer questions about the Credit Union's credit experience with me/us. I/we hereby authorize the release, by my Credit Union records custodian, of any information pertaining to my/our past and present financial status and any action pending or taken against me/us in the past. The undersigned authorizes the receipt and exchange of credit information. I/we acknowledge receipt of and agree to the terms and conditions of the Members Disclosure Statement, the Open-End Loan and Security Agreement contained on the reverse side of this sheet, and attachment "Schedule A."

SIGNATURE OF BORROWER (MEMBER) _____ DATE _____
 CO-APPLICANT SIGNATURE (WHERE APPLICABLE) _____ DATE _____
 PLEASE PRINT NAME (MEMBER) _____ DATE _____
 PLEASE PRINT CO-APPLICANT NAME (WHERE APPLICABLE) _____ DATE _____

NOTARY PUBLIC _____ DATE _____
 NOTARY REQUIRED IF SIGNATURE IS NOT ON FILE WITH THE CREDIT UNION

APPLICATION FOR GROUP CREDIT INSURANCE

I (we) are applying for the credit insurance coverage(s) selected below and agree to pay the required premium. I (we) understand that fees may be paid by the insurer in connection with this coverage to the sponsor of this plan and/or its affiliates or designates. I (we) understand that the loan must be repayable within the maximum loan repayment period shown on the certificate. I (we) understand that the purchase of this insurance is **voluntary and not required** in order to obtain credit, and that I (we) may terminate it at any time. I (we) also agree that: 1. I am eligible for life insurance if I am presently under age 71. 2. If joint life insurance is selected, we are eligible if the older applicant is presently under age 71. We must be jointly and individually liable under the loan. Co-signers or guarantors are not eligible for insurance. 3. I am eligible for disability insurance if I am presently under age 66 and, if applicable, my loan is repayable within the maximum loan repayment period shown on the certificate. I also must be working for wages or profit for 20 hours or more per week on the effective date. 4. A person signing this application as co-applicant is not eligible for disability insurance.

PREMIUM RATE CHART

Cost Per Month Per \$1,000 of Insured Loan Balance

TERM	RATE
1 - 12	\$2.34
13 - 24	1.77
25 - 36	1.68
37 - 48	1.53
49 - 60	1.46
61 - 72	1.35
73 - 84	1.29
85 - 96	1.24
97 - 102	1.20
103 - 120	1.17

DEATH OR TOTAL DISABILITY CAUSED BY PRE-EXISTING CONDITIONS MAY NOT BE COVERED DURING THE FIRST 6 MONTHS.

The following question must be answered to determine my eligibility for disability insurance:
PRIMARY APPLICANT YES NO 1. (Applicable to Disability Insurance Only) Are you presently working for wages or profit for 20 hours or more per week?

My answer to the above question is true to the best of my knowledge and belief. The effective date of my (our) insurance will be the date the eligible loan is disbursed or, for an open-end loan account, the date the account is established and I (we) agree to pay the required insurance charge.

COVERAGE REQUESTED (*MONTHLY PREMIUM PER \$1,000.00 OF OUTSTANDING LOAN BALANCE.)

Yes No Single Life .57¢* |
 Yes No Joint Life .86¢* |
 Yes No Credit Disability \$1.29*
 For line of credit loans. See table for consumer loans.

APPLICANTS SIGNATURE _____ DATE _____
 CO-APPLICANTS SIGNATURE (Joint Life Only) _____ DATE _____

OPEN-END LOAN AND SECURITY AGREEMENT

IN THESE AGREEMENTS, THE WORDS "I," "ME," "MY" AND "MINE" WILL MEAN ALL PERSONS WHO COMPLETED A "CREDIT APPLICATION FOR ALL CREDIT" OR ENDORSED THE LOAN PROCEEDS CHECK. THE WORDS "YOU," "YOUR" AND "YOURS" WILL MEAN THE CREDIT UNION.

I agree to this Loan and Security Agreement and Disclosure Statement and any future amendments thereto, and promise to pay you all sums advanced under this agreement, plus a Finance Charge.

LOAN AGREEMENT

- Advances:** You will make loan advances to me. I understand that all advances must be made for good purposes. Advances shall be made at my request by means of check, loan draft, electronic transfer, deposit to my checking account, or other account designated by me.
- Credit Limits:** Advances against my Instant Cash Loan Account will at no time, in total, exceed the limit as set forth to me. Advances on secured loans will depend on the value of security offered at the time of each advance.
- Payments:** The minimum monthly payment and due date on all Instant Cash Loan Advances is explained on the reverse side. The minimum monthly payment and due date on all secured loan advances will be set and disclosed to me at the time each advance is made on the Loan Advance Request Voucher. My minimum payment will not change unless I request additional advances or fail to keep my agreement. I understand that my payments will first be applied to pay late charges or other charges, if any, finance charges, and then to my outstanding advance balances. I may pay the credit balance in full or in part at any time without penalty. Minimum monthly payments shall not be reduced even though the unpaid principal balance declines as payments are made. I understand that payroll deductions are NOT a condition of this loan. If the payroll deduction is not received in time to make a loan payment, or if the payroll deduction is insufficient to make a full payment, I understand that it is MY RESPONSIBILITY to make the loan payment each month when payment is due.
- Computation of Finance Charge:** Finance Charges on each loan will be computed at the Daily Periodic Rate and Annual Percentage Rate shown on the then current "Schedule A" or Loan Advance Request Voucher.
- Credit Insurance:** Credit life or credit disability insurance is not required as a condition of credit. If I choose voluntary credit life and/or credit disability insurance, the premiums for such coverage will be added to my outstanding balance. If I do not make any payment when due, you may at your option, cancel such coverage. You may also have the option of paying the insurance premiums and adding them to my outstanding balance where they will be subject to the annual percentage rate disclosed.
- Late Charges:** A late charge, as shown on the reverse side of this document, may be assessed on late payments. In any event, interest is charged for each day a balance is outstanding. Any payment that (A) delays or (B) accelerates the reduction of my account balance will (A) increase or (B) decrease the total interest cost on my account.
- Default:** I will be in default if I fail to make any payment when due, fail to keep or perform any promise made to you or agreement with you, if any information I have furnished proves to have been false, if I die, become insolvent or file a bankruptcy case, or if a third party tries by legal process to take any of my property or money. If I am in default then you may, at your option, and without notice to me, declare this account to be immediately due and payable. I must pay to you at that time the total unpaid balance, as well as the Finance Charge to date. I further agree to pay your costs of collection, including reasonable attorney's fees. The Finance Charges as described in paragraph 4 of this agreement shall be payable before and after any breach of the agreement.
- Debtor Responsibility:** I promise to notify you of any change in my name, address, or employment. I promise not to apply for a loan if I know there is a reasonable probability that I will be unable to repay my obligation according to the terms of the credit extension. I promise to inform you of any new information which relates to my ability to repay my obligation. I promise not to submit false or inaccurate information or willfully conceal information regarding my credit worthiness, credit standing or credit capacity.
- General Pledge of Shares:** I pledge my shares and deposits in the Credit Union. In case I default, you may apply these shares and deposits to the payment of all sums due at the time of default, including costs of collection and reasonable attorney's fees. No lien or right to impress a lien on shares and deposits shall apply to any of my shares which may be held in an "Individual Retirement Account" (IRA).
- Termination:** I understand that you may terminate this Loan and Security Agreement under any of the following conditions: (1) Upon adverse re-evaluation of my credit worthiness. (2) If I should fail to meet the terms of this agreement. (3) At my option, or your option, with good cause and upon written notice. I understand that termination will not affect my obligation to pay the balance outstanding incurred prior to the notice.
- Checking Overdraft Authorization:** (If applicable) The checking account mentioned in this section is also governed by another agreement between you and me. If this agreement conflicts with any of the provisions governing the checking account, the provisions of this agreement shall control. If I have a checking account with you, I agree that whenever I (or anyone authorized to sign on my checking account) write a check which when posted to my checking account exceeds the balance in the account by one cent or more, the check shall constitute a request for an advance against my Instant Cash Loan Account in increments of \$100.00 which will be sufficient to permit the Credit Union to pay such check. Any advances so made shall be subjected to the terms of this agreement. The amount of any advance approved by you shall be credited to my checking account as a deposit. These provisions also apply should I overdraw my checking account by means of an Automated Teller Machine or other electronic means. Deposits to my checking account made after a loan advance are **not** automatically credited back to my loan.
- Additional Provisions:**
 - I agree to provide you with a current financial statement if you so request and understand that no advance will be made until you have reviewed that financial statement.
 - Each provision of this agreement must be considered as part of the total agreement, and cannot in any way be severed from it. However, I also agree that should any part of this agreement be found invalid, it will in no way affect the remainder of this agreement.
 - I acknowledge that I have received a copy of this Open-End Loan Agreement, and that I have fully read and understand all its terms and conditions.
 - My signing and endorsing any checks or drafts, issued under this agreement or my use of any money advanced under this agreement shows my acceptance of its terms and conditions.

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- I hereby grant to you a security interest according to the provisions of the Uniform Commercial Code in any property pledged as collateral under this agreement as described on my Loan Advance Request Voucher. Unless it is household goods, as that term is defined in the Credit Practices Rule, or real estate that is my primary residence, this collateral also secures any other obligation I owe to you, regardless when such obligations are or were incurred. In addition, unless it is household goods, as that term is defined in the Credit Practices Rule, or real estate that is my primary residence, any property securing other loans I have with you will also secure advances made under this agreement.
- The collateral will be kept at the address shown on my application and I will not change the location of, sell or transfer the collateral unless I have your prior written consent.
- I promise that I own the collateral and that no one else has any interest in it or claim against it. I agree not to sell or lease the collateral or to give it as collateral to anyone until the advance secured by the collateral has been paid.
- I will pay all taxes, assessments, and liens against or attached to the collateral and I further agree to keep it in good condition and housed in a suitable shelter. I agree to execute financing statements and security agreement amendments at your request and will defend the property against adverse third party claims. I will not remove the collateral from the state of my residence as shown on my application unless I have your permission.
- I will maintain insurance against loss by Fire, Theft, or Collision and Comprehensive Coverage on motor vehicles or other property in which you have a security interest. This insurance may be obtained from any insurance broker of my choice. This insurance will be in a form and an amount satisfactory to you. I will supply you with proof of such insurance and have you named as loss payee until all sums owed to you and secured by this property are repaid. If I fail to maintain such insurance, you may, but are not required to, obtain insurance of your own and the cost of such insurance may be added to my account. At your option the cost of such insurance, shall be paid on demand or paid by way of increased payments over the term of the insurance policy. This cost may bear interest at the contract rate until paid. I further assign to you the right to receive the proceeds of any insurance on such property, and direct any insurer to pay those proceeds directly to you. I authorize you to increase my payroll deduction to cover the cost of insurance if necessary. I authorize you to endorse any check or draft provided as the proceeds of such insurance, and apply those proceeds to the sums owed to you. I further authorize you to provide your insurance service center with the necessary information for verification of adequate coverage. I acknowledge that insurance, or any extension thereof, placed by you is without benefit to me individually but is primarily for your protection.
- You may meet all requirements for sending me a notice of any kind if you send it to me by means of United States mail, at my last given address.
- Any additional advances made to me for the payment of taxes or assessments or liens of any kind, or premiums on authorized insurance and interest owing thereon shall also be secured by this agreement.
- In return for the sums advanced, I grant you the authority to repossess and sell the collateral should I default in making my payments, or should I fail to discharge any liability I may have under this agreement, or should any statement I have made to you prove false. In such case, you or your authorized representatives may enter the premises where the collateral is kept and take possession, without being liable for trespass and without legal process.
- Unless I default, I may keep possession of the property (collateral) described and use it in any lawful manner consistent with this agreement or with the insurance policy on the collateral. I understand that you have certain rights and legal remedies available to you under the Uniform Commercial Code and other applicable laws, and that you may use these rights to enforce payment if I default. In that event, I will at your request, assemble the property (collateral) and make it available to you at a place of your choosing. If you decide to waive any default, it will not constitute waiver of any other subsequent defaults.
- You are hereby appointed as my irrevocable Attorney-in-fact, coupled with an interest, to perform any acts which you feel are necessary to protect the collateral and the security interest which this agreement creates.
- If there is more than one borrower, our obligations under this agreement are joint and several, each being equally responsible to fulfill the terms of this agreement.
- Should you feel at any time the security presented has diminished in value, or for any other reason feel that additional security is required, I agree to assign to you within 10 days whatever additional security you feel is necessary to protect yourself against possible loss.
- I acknowledge that I have received a copy of the Open-End Security Agreement, that I have fully read, understand and agree to be bound by all its terms and conditions prior to my signing.
- My signing and endorsing any checks or drafts issued under this agreement or my use of any money advanced under this agreement shows my acceptance of its terms and conditions.

CHANGE OF TERMS

You may change any term or condition of this Agreement at any time. Unless otherwise required by law to provide me with an advance notice of such change you will provide me with notice of the change in a manner you deem appropriate.