



**Interra Credit Union**  
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**SHARE DRAFT/CHECKING LINE OF CREDIT -  
CREDIT AGREEMENT AND SECURITY AGREEMENT**

BORROWER'S NAME AND ADDRESS	ACCOUNT NUMBER
CO-BORROWER'S NAME AND ADDRESS	DATE

"You", "Your" and "Borrower", means any person who executes this Agreement by signing the Agreement, or any person who endorses a proceeds check or otherwise accepts, accesses, or uses funds drawn on this Line of Credit. "We", "us", "our" or "Credit Union" means the Credit Union named above.

**How this Line of Credit Works.** This Share Draft/Checking Line of Credit ("Line") is a quick and convenient way for you to obtain a loan when you need it. You may take out several different loans (called "advances") under the Line or its various subaccounts (if any). The amount of credit available to you will replenish as you pay down your outstanding balance.

**Binding Contract.** This Share Draft/Checking Line of Credit Agreement, which includes the Credit Agreement, Security Agreement, Truth-in-Lending Statement, and any Advance Receipt or Advance Request form that we may provide ("Agreement"), is a binding legal contract that will govern the terms of all advances that you obtain under the Line. You only sign once to open the Line; thereafter, you may request additional advances without signing any paperwork unless requested by us.

By signing below, you are:

1. **Agreeing to repay all advances you take.** All advances you take under the Line must be paid back, even if you don't sign any paperwork at the time of the advance.
2. **Pledging your shares and deposits in the Credit Union.** If you default, we may apply the shares and deposits in your accounts to the amount you owe us. We may also prevent you from withdrawing shares and deposits if you are in default. Please see the Security Agreement for complete details.
3. **Agreeing to Cross-Collateralization:** All other collateral you have pledged for any other loan with us (except your home and household goods) will also secure this Line. **Release of Lien:** We will not release a lien on any of the collateral you have pledged under other loans with us if you are delinquent or in default on your Line. For example: if you are in default of your Line, we will not release our lien on your vehicle loan, even if the vehicle loan is paid in full. Please see the Security Agreement for complete details.
4. **Authorizing us to obtain credit reports:** You authorize us to obtain a credit report or other credit information in connection with this Line. We may periodically obtain and review your credit information without notice to you for as long as the Line is open and we may use that information to change the terms or rates of the Line or terminate the Line, or to help collect any amounts under this Line, or for any other permitted purpose under applicable law.

**Interest Rates and Fees.** The rates and fees that apply to your Line are disclosed on the Truth-in-Lending Statement and any Advance Receipt or Advance Request form that we may provide.

**Credit Insurance or Debt Protection.** Credit life and/or disability insurance or debt protection is voluntary and not a condition of obtaining credit. Borrower will only have this coverage if Borrower applies for the coverage, meets the eligibility requirements, and agrees to pay the premiums or fees. The premium or fee will be charged and collected monthly and will become part of your minimum monthly payment. If Borrower fails to pay the insurance premiums or debt protection fees, Credit Union can cancel the coverage or, at its option, pay the premiums or fees and add it to Borrower's outstanding loan balance. Borrower may cancel the coverage at any time. Credit Union retains a portion of the premium or fee (or a portion is paid back to the credit union) as compensation for making this service available. See Certificate or program agreement for specific terms and conditions of the insurance contract or debt protection program.

**TRUTH-IN-LENDING STATEMENT**

This Truth-in-Lending Disclosure Statement provides important information regarding the rates and terms of your Line of Credit. The following applies to your Share Draft/Checking Line of Credit:

**INTEREST RATES and INTEREST CHARGES:**

<b>Annual Percentage Rate</b>	_____ %
<b>Paying Interest</b>	We will begin charging interest on the transaction date.
<b>Minimum Interest Charge</b>	None

**FEES:**

<b>Fees to Open or Maintain your Line:</b>	None
<b>Transaction Fees:</b>	None
<b>Penalty Fees:</b> • Late Payment:	If the minimum payment due is not paid in full within 10 days after its scheduled due date, a late payment of <b>\$25.00</b> shall be imposed.

**How We Will Calculate Your Balance:** We use a method called the "Daily Balance" method. See your Credit Agreement for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your Credit Agreement.

**OTHER IMPORTANT DISCLOSURES:**

**Rates are subject to change upon written notice and according to applicable law.**

**Daily Periodic Rates:** The corresponding daily periodic rate is: \_\_\_\_\_ %.

**Minimum Payment Requirement:** 6% of the outstanding balance at billing time, or \$25.00, whichever is greater.

**Credit Limit:** \$ \_\_\_\_\_

BORROWER'S NAME	ACCOUNT NUMBER
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**BORROWER'S ACKNOWLEDGEMENT AND SIGNATURES**

By signing below, you understand and agree as follows:

**Acknowledgement:** By signing below, you acknowledge that you have read, understand and accept the terms and conditions of the Revolving Line of Credit - Credit Agreement and Security Agreement, and Truth-in-Lending Statement. You acknowledge that you have received copies of these documents. You also agree to be bound by any and all Advance Receipts that may be provided and understand that by endorsing any advance proceeds check, or by otherwise accepting, using or accessing your advance proceeds, you are bound to the aforementioned documents.

**Loan Terms:** By accepting, using, or accessing the amounts advanced, you are agreeing that the advance is a loan in the amount disbursed to you, at the Annual Percentage Rate disclosed to you, even though you are not signing any documents at the time of the advance. If you dispute the amount disbursed or the rate disclosed, you agree to immediately contact us and return the full amount disbursed. Otherwise, you shall be contractually bound to re-pay the full amount disbursed, together with interest, late fees, and all other fees incurred in connection with the advance.

**Negative Information Notice:** We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**Suspension of electronic services and access to share or deposit accounts.** Subject to applicable law, we may suspend some or all electronic services and access to your checking or other account(s) if you become delinquent on any of your loan or deposit obligations to us or you cause a loss to us. We shall not be liable to you in any regard in connection with such suspension of services.

BORROWER'S SIGNATURE	DATE	CO-BORROWER'S SIGNATURE	DATE
X		X	

**IMPORTANT DISCLOSURES FOR ACTIVE MEMBERS OF THE MILITARY AND THEIR DEPENDENTS:**

The following applies if at the time this loan is made you are an active member of the military or a dependent (as those terms are defined in the Military Lending Act (MLA), 10 U.S.C. 987 and its implementing regulations ("MLA"), and (a) your loan is unsecured or secured by personal property or a vehicle that you did not purchase with the proceeds of the loan; or (b) it is otherwise determined by law that the MLA applies to your loan. If this loan is a revolving line of credit or credit card, the MLA ceases to apply at any time during which you are not a member of the military or a dependent (as defined in the MLA).

- 1. NOTICE:** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums or debt protection fees; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To receive this notice verbally, please call 1-888-432-2848 during our normal business hours: 8:30 am - 5:00 pm EST M-F and Saturday 8:30 am - 12:00 pm EST.
- This loan will not be secured by a consensual lien on shares or deposits in any of your accounts unless you agree to establish an account in connection with this loan ("Secured Account"). Only funds deposited into the Secured Account after the loan is made will secure this loan. Any cross-collateralization provision contained in your loan or account documents will not apply to the Secured Account or your other share or deposit accounts for any loan subject to the Military Lending Act.  
However, we reserve our statutory lien rights and rights to set-off or administrative freeze under federal or state law, which gives us the right to apply the sums in the Secured Account or any other account(s) you have with us to satisfy your obligations under this loan.
- Any reference in this consumer credit contract to the following are hereby inapplicable to your loan: (a) Mandatory arbitration; (b) Any requirement(s) to waive your rights to legal recourse under any applicable state or federal law; (c) Any demands or requirements construed as unreasonable notice from you in order to exercise your legal rights; or (d) Prepayment penalties.
- Any provisions in your consumer credit contract, loan, security, or account agreements that are determined to be inconsistent with or contradictory to these disclosures or the MLA (as they may be changed or amended from time to time) are inapplicable with regard to this loan. However, all other terms and conditions of the consumer credit contract shall remain in full force and effect.

**CREDIT AGREEMENT**

**Agreement to Terms and Promise to Pay:** By signing this Agreement or any advance proceeds check, and/or by accepting, using, or accessing any proceeds under this Line, you agree to the terms and conditions of the Revolving Line of Credit - Credit Agreement and Security Agreement, Truth-in-Lending Statement, and all Advance Receipts, or similar document that we may provide, and any future amendments thereto, and promise to pay all amounts due.

**Endorsement of Proceeds Check:** By endorsing an advance proceeds check, you are agreeing to the terms of this Agreement and any Advance Receipt, and are granting a security interest in the collateral, if any, described in the Advance Receipt. The terms of the advance proceeds check and the Advance Receipt, including the collateral description, are subject to the terms of the Agreement.

**How to Compute the Interest Charge/How We Calculate Your Balance:** We figure the interest charge on your account by applying the Daily Periodic Rate, as disclosed on the Truth-in-Lending Disclosure, to the "Daily Balance" of your account for each day in the billing cycle. To get the "Daily Balance" we take the beginning balance of your account each day, add any new advances and fees and subtract any unpaid interest or other finance charges and any payments or credits. This gives us the daily balance.

**Access to Credit Line:** You may request advances in any manner allowed by us. We may refuse to make an advance if your credit standing has deteriorated or for any other reason allowed under this Agreement or by applicable law.

**Late Fees and Other Charges:** You agree to pay all fees and charges imposed under the Line in the amount(s) disclosed on the Truth-in-Lending Statement, which fees may increase from time to time. Such fees shall be added to your outstanding balance and your minimum payment may increase or your loan term may be extended.

**Overdraft Protection:** If you opted-in to our Overdraft services and chose to link your accounts to this Line, any overdrafts on your linked account(s) may be added to this Line, even if the owner or authorized user of the linked account(s) who causes the overdraft is not a borrower on the Line. Please see your overdraft documents for more details.

**Advance Receipts:** If you take an advance under this Line, you may receive an Advance Receipt or similar document confirming the transaction and describing any collateral given as security for that advance. The Advance and collateral are governed by and subject to the terms of the Agreement.

**Payments:** The minimum monthly payment and due date will be set and disclosed on your monthly billing statement. You may pay the outstanding balance in full or pay more than the minimum due at any time without penalty. However, minimum payments are required for each billing cycle as long as any balance exists.

**Default:**

- The following provision applies to loans subject to the Idaho Credit Code, the Kansas Consumer Credit Code, the Maine Consumer Credit Code, and the South Carolina Consumer Protection Code:** You will be in default if (1) you do not make a payment of the required amount when due; or (2) we believe the prospect of payment, performance, or realization on any property given as security is significantly impaired.
- The following applies to loans subject to the Iowa Consumer Credit Code:** You will be in default if (1) you fail to make a payment within 10 days of the time required by this Agreement or (2) you fail to observe any other covenant of this Agreement, the breach of which materially impairs the condition, value or protection of or our right in the Collateral, or materially impairs your prospect to pay amounts due under this Agreement.
- The following provision applies to loans subject to the Wisconsin Consumer Act:** You shall be in default under this Agreement if any of the following occur: (a) failure to pay when due on 2 occasions within any 12-month period; OR (b) you breach any term or condition of this Agreement, which breach materially impairs your ability to pay amounts when due or materially impairs the condition, value, or protection of our rights to or in any collateral securing this transaction. Additionally, if we receive written notice of termination of your revolving line of credit from your spouse pursuant to Wis. Stat. Section 766.565(5), we may close your line of credit and/or declare you in default of the Line and call the entire extension of credit under the Line due and payable notwithstanding Wis. Stat. Sections 425.103 and 425.105.
- The following provision applies to all other loans not subject to the provisions listed above:** You shall be considered in default, as permitted by applicable law, if any of the following occur: (1) If you break any promise made under this Agreement, including failing to make payments when due; or (2) if you do not use the money we loaned you for the purpose stated in connection with this Line; or (3) if we should, in good faith, believe that prospect of payment, performance or realization of the collateral, if any, is impaired; or (4) if you die; or (5) if you file a petition in bankruptcy, insolvency, or receivership or are put involuntarily into such proceedings; or (6) if the collateral, if any, given as security for this loan is lost, damaged or destroyed, or if it is levied against, attached, garnished, or seized for any reason under any authority; or (7) if you do not pay on time any of your current or future debts to us; or (8) if anyone is in default of any security agreement given in connection with this Line; or (9) If you make any false or misleading statements in connection with this Line; or (10) you are in default of any other loan or security agreement you have with us; or (11) you use the Line for any illegal purpose or transaction as determined by applicable law.

BORROWER'S NAME	ACCOUNT NUMBER
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## CREDIT AGREEMENT (CONTINUED)

### Actions Upon Default:

**(a) *The following provision applies to loans subject to the Wisconsin Consumer Act:***

**Right to Cure Default:** If you are in default under this Agreement, we must give a notice of default to you pursuant to Wisconsin Statutes sec. 425.104 425.105. You shall have fifteen (15) calendar days from the date the notice is mailed to you to cure the default. In the event of an uncured default, we shall have all the rights and remedies for default provided under the Wisconsin Consumer Act, Uniform Commercial Code, or other applicable law, including, but not limited to, the right to repossess the collateral. We may waive any default without waiving any other subsequent or prior default by you.

**No Right to Cure:** Pursuant to Wis. Stat. Sec. 425.105(3), you shall not have the right to cure a default if the following occur twice during the preceding twelve (12) months: (a) you were in default on the Line; (b) we gave you notice of the right to cure such previous default in accordance with Wis.Stat.Sec. 425.104; and (c) you cured the previous default.

Nothing in this Agreement shall be construed to restrict our ability to exercise our rights under the Wisconsin Consumer Act, Uniform Commercial Code, or other applicable law, including, but not limited to, the right to repossess the collateral.

**(b) *The following provision applies to all other loans not subject to the provisions listed above:*** Once you have defaulted, and after the expiration of any right you may have under applicable state law to cure your default, we may, at our option, declare all amounts under the Agreement immediately due and payable, and you must immediately pay to us at that time the total unpaid balance, as well as the Finance Charge to date, any late charges and costs of collection permitted under law, including reasonable attorney's fees. The principal balance in default shall bear interest at the contract rate.

**Costs of Collection:** You shall pay all costs incurred by us in collecting any amount you owe or in enforcing or protecting our rights as permitted by applicable law. Except as noted below, costs of collection include, but are not limited to, collection agency fees, repossession fees, appraisals, environmental site assessments, casualty insurance, and any other reasonable collection costs allowed by law.

- (a) *For Alabama borrowers:*** Attorney's fees after default shall not exceed 15% of the unpaid debt, or such higher amount as a court may allow.
- (b) *For Georgia borrowers:*** Attorney's fees shall not exceed 15% of principal and accrued interest, or such higher amount as a court may allow.
- (c) *For loans subject to the Colorado Consumer Credit Code:*** You shall pay reasonable attorney's fees not in excess of 15% of the unpaid debt.
- (d) *For loans subject to District of Columbia statutes Title 28, Chapter 38:*** You shall pay reasonable attorney's fees not in excess of 15% of the unpaid balance of the obligation.
- (e) *For loans subject to the Iowa Consumer Credit Code:*** Unless otherwise permitted by applicable law, costs of collection include only reasonable expenses incurred to realize on a security interest after default, and those charges specifically authorized by the Iowa Consumer Credit Code. This contract does not provide for attorney's fees; we may collect attorney's fees only if a court orders such or the law otherwise allows.
- (f) *For loans subject to the Kansas Consumer Credit Code:*** Total costs of collection after default, if permitted by law, shall not exceed 15% of the unpaid debt, or such higher amount as a court may allow.
- (g) *For loans subject to the Colorado Consumer Credit Code, Idaho Credit Code, Indiana Consumer Credit Code, Oklahoma Consumer Credit Code, the South Carolina Consumer Protection Code, and the Wyoming Consumer Credit Code (each referred to as "the Code"):*** For any credit transaction that may be so restricted under the state's respective Code, this Agreement does not provide for any charges as a result of your default other than those authorized by the Code, and reasonable expenses incurred in realizing on a security interest.
- (h) *For loans subject to the Maine Consumer Credit Code:*** Attorney's fees after default, if permitted by law, shall not exceed 15% of the unpaid debt, or such higher amount as a court may allow. Costs of collection does not include collection agency fees. If the credit transaction subject to this Agreement is a credit sale as defined under the Maine Consumer Credit Code, this Agreement does not provide for attorney's fees or any other collection cost. You may be subject to such costs if a court so allows.
- (i) *For loans subject to the Oklahoma Consumer Credit Code:*** With respect to a consumer loan as defined by the Oklahoma Consumer Credit Code, you shall pay reasonable attorney's fees not in excess of 15% of the unpaid debt after default and referral to an attorney not a salaried employee of ours; with respect to a supervised loan subject to 14A Okl.St.Ann. § 3-514, you shall pay reasonable attorney's fees if a court so allow; with respect to a credit sale as defined by the Oklahoma Consumer Credit Code, you shall pay reasonable attorney's fees not in excess of 15% of the unpaid debt after default and referral to an attorney not a salaried employee of ours; provided, however, that no attorney's fee shall be allowed if the amount financed is One Thousand Dollars (\$1,000.00) or less and the credit service charge exceeds ten percent (10%) per year calculated according to the actuarial method. Provided further, however, a court may award reasonable attorney's fees to a prevailing litigant in any transaction where such fees may be awarded in accordance with other Oklahoma statutes.
- (j) *For loans subject to the South Carolina Consumer Protection Code:*** With respect to a consumer loan or consumer credit sale as defined by the South Carolina Consumer Protection Code, you shall pay reasonable attorney's fees not in excess of 15% of the unpaid debt.
- (k) *For loans subject to the Wisconsin Consumer Act:*** If we obtain a court judgment against you for default under this Agreement, we may request an award of statutory costs and statutory attorney fees pursuant to sec. 814.04, Wis. Stats. If our request is granted, you will be required to pay these costs and fees.
- (l) *The following applies to all other loans not subject to the provisions listed above:*** Costs of collection also include reasonable attorney's fees for any action taken by an attorney, which may include a salaried employee if state law allows, in order to collect this loan or preserve or protect our rights and remedies, including, without limitation, pre-suit demands for payment, pre-suit mediation or settlement negotiations, investigation and assessment of our rights, participation in bankruptcy cases, matters, and proceedings (including, without limitation, filing proofs of claim, pursuing reaffirmation agreements, attending meetings of creditors, and pursuing complaints, motions, and objections that relate in any way to the Credit Union's collateral or right to payment), collateral disposition, non-bankruptcy suits and/or administrative actions, and appeals.

**Borrower Responsibility:** You must notify us of any change in your name, address, employment, financial situation or credit standing, and you must provide us any additional financial information we request. To prevent identity theft, you may be required to verify any change in your address. You shall not request an advance if you know or should have known that you cannot pay it back.

**Joint Lines:** If this Line has more than one borrower, each of you is individually and jointly responsible for paying all amounts owed. We can enforce our rights against one or all of you. If you give us inconsistent instructions, we can refuse to follow those instructions or follow the instruction of our choosing. Unless our written policy requires all of you to sign for an advance, each of you may obtain advances individually and each agrees to repay advances made to the other(s). Any notice mailed to one shall be considered notice mailed to all. Any of you can remove yourself from responsibility as a co-borrower by notifying us in writing, unless such removal would violate our policy or regulations. In such a case the Line may be terminated. Removing a Borrower or terminating the Line will not relieve any of you from joint or several liability for any obligations already incurred.

**Termination:** This Line may be terminated (1) upon adverse re-evaluation of your creditworthiness; (2) If you should fail to meet the terms of the Line; (3) at our option, or your option, upon written notice. Termination will not affect your obligation to pay the balance outstanding prior to termination.

**Unlawful Transactions:** Your Line shall not be used to make or facilitate any illegal transaction(s); and any such use will constitute an event of default. We shall not have any liability for any such use by you or any authorized user(s). You shall indemnify and hold us harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

**Change in Terms:** We may change the terms of this Line at any time in accordance with applicable law. Increases in the interest rate will apply to future advances and, subject to applicable law, unpaid balances.

**Severability:** In case any provision of this Agreement is held invalid, it shall be enforced as if such provision was never included.

**No Waiver:** We may waive or delay exercising any of our rights without losing our ability to exercise those rights in the future.

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## CREDIT AGREEMENT (CONTINUED)

**Governing Law:** These agreements shall be construed and enforced in accordance with the laws of the State in which our headquarters are located. *If you have entered into a mandatory arbitration agreement in connection with this Line:* if any provisions within this Agreement pertaining to jurisdiction and venue are inconsistent with the arbitration agreement, the arbitration agreement will govern.

**Final Agreement:** This written agreement is a final expression of the agreement between you and us, and may not be contradicted by evidence of any oral agreement.

### STATE NOTICES:

#### California Borrowers:

By signing this Agreement, **you specifically agree that the Credit Union may access the records of the California Department of Motor Vehicles from time to time to obtain your current mailing address**, and by so agreeing, you are specifically waiving your rights under sections 1808.21 and 1808.22 of the California Vehicle Code.

#### Iowa Borrowers:

**IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. WE MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.**

#### Maryland Borrowers:

ELECTION OF CREDIT GRANTOR OPEN END CREDIT PROVISIONS: Credit Union elects to make this loan pursuant to Subtitle 9 (Credit Grantor Open End Credit provisions) of Title 12 of the Maryland Commercial Law Article.

#### Missouri Borrowers:

**Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.**

#### Ohio Borrowers:

The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

#### Utah Borrowers:

This written Agreement is a final expression of the agreement between you and the Credit Union. This written Agreement may not be contradicted by evidence of any oral agreement.

#### Vermont Borrowers:

**NOTICE TO CO-BORROWER: YOUR SIGNATURE ON THIS AGREEMENT MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THE LINE. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.**

#### Wisconsin Borrowers:

**MARITAL PROPERTY NOTICE:** (1) If you are married and are extended individual credit, Wis. Stat. 766.56(3)(b) requires us to notify your spouse of the extension of credit. If we receive written notice of termination from your spouse pursuant to Wis. Stat. Section 766.565(5), we may declare you in default of the Line and call the entire extension of credit due and payable notwithstanding Wis. Stat. Sections 425.103 and 425.105. If the Line is called due and payable, you may have certain rights to cure the default. (2) Additionally, no provision of a marital property agreement, a unilateral agreement under Wis. Stat. 766.59, or a court decree under Wis. Stat. 766.70 adversely affects our interests unless prior to the time the credit is extended, we are furnished with a copy of the agreement or statement, or have actual knowledge of the adverse provision when the obligation is incurred.

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## BILLING RIGHTS

### YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

#### ***What To Do If You Find A Mistake On Your Statement***

If you think there is an error on your statement, write to us at the address(es) listed on your statement. In your letter, give us the following information:

1. Your name and account number.
2. The dollar amount of the suspected error.
3. If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do, we are not required to investigate any potential errors and you may have to pay the amount in question.

#### **What Will Happen After We Receive Your Letter**

**When we receive your letter, we must do two things:**

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

**While we investigate whether or not there has been an error:**

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

**After we finish our investigation, one of two things will happen:**

- If we made a mistake: You will not have to pay the amount in question, or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

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## SECURITY AGREEMENT

**Security Interest; CONSENSUAL PLEDGE of SHARES; Consensual Lien; Statutory Lien; Right to Set-off; Administrative Freeze:** By signing the Agreement, and/or by accessing, using, or otherwise accepting any funds, accounts or services, in connection with this Line and any extensions, renewals, modifications or refinancings there of: **(a) You grant the Credit Union a security interest** in the property, if any, described on page 1 of this document ("Collateral"). You also agree to abide by the terms of this Agreement. **(b) YOU GRANT AND PLEDGE TO US A CONSENSUAL LIEN ON ALL SUMS ON DEPOSIT** to secure your obligations to the Credit Union pursuant to applicable state law. "All sums on deposit" and "shares" for purposes of this pledge means all deposits in any share savings, share draft, club, certificate, P.O.D., revocable trust or custodial accounts(s), whether jointly or individually held, that we have on deposit now or in the future, all of which are deemed "general deposits" for the purpose of this pledge. Your pledge does not include any IRA, Keogh, tax escrow, irrevocable trust or fiduciary account in which you do not have vested ownership interest. **(c) You acknowledge and agree to impressment of the Credit Union's statutory lien rights** under the Federal Credit Union Act and/or applicable state law as of the date of your Agreement, which gives us the right to apply the sums in your account(s), to satisfy any obligations you owe to the Credit Union, regardless of the source of contributions at the time of default, and without further notice to you or any owner of the account(s). **(d) You acknowledge and agree to our "common law" right to set off** under applicable state law which authorizes us to apply the funds in any joint or individual account to any obligations owed to us if you default or fail to pay or satisfy any obligation to us without any legal process, court proceeding or any notice to any owner of the account(s) affected hereunder or otherwise under this Agreement. **(e) You specifically agree that we have a right to place an administrative freeze on any of your joint or individual account(s) and that such action shall not violate 11 USC 362 or other applicable law.** These rights are multiple, and we can exercise one or all of them. IF YOU HAVE A CREDIT CARD WITH US, OUR RIGHTS ALSO APPLY TO THAT CREDIT CARD ACCOUNT. *If this loan is subject to the Wisconsin Consumer Act*, (c) and (d) above do not apply. Instead, you acknowledge and agree that if you default and you fail to properly cure after you have been given any notice required by law or if you do not have the right to cure the default, we have the right to apply the sums in your account(s), to satisfy any obligations you owe to the Credit Union us without any legal process, court proceeding, or any notice to any owner of the account(s) affected hereunder or otherwise under this Agreement, except as limited by applicable law.

**Share- or Certificate-Secured Subaccounts:** If you have a Share-Secured or Certificate-Secured subaccount, you must maintain an amount in the pledged account at least equal to your credit limit. If you fail to do so, you will be in default. Certificates must be renewed as long as a balance remains on a Certificate-Secured subaccount.

**Multiple Rights; Cumulative Remedies:** You understand and agree that the Credit Union has multiple rights as enumerated above and that the remedies are cumulative. Nothing herein shall limit or restrict the remedies available to us following any event of default under the terms of your Agreement.

**CROSS-COLLATERALIZATION:** Property and/or shares and deposits given as security under this Line or for any other loan you have with us will secure any and all advances under this Line as well as any account owner's joint or individual obligation to the Credit Union now or in the future. This is regardless of whether direct, indirect, contingent or secondary or arising from any loan or credit agreement, insufficient fund items; fees; cost, expenses, reasonable attorney's fees if permitted by law, or otherwise. However, property securing another debt will not secure advances under this Line if such property is your primary residence or are non-purchase money household goods (including clothing). IF YOU HAVE A CREDIT CARD WITH US, THIS CROSS-COLLATERALIZATION CLAUSE ALSO APPLIES TO THAT CREDIT CARD.

**Release of Lien:** We will not release any lien on any collateral under this Agreement if you are delinquent on, or in default on any other loans you have with us. For example, if you are in default on your Line, we will not release our lien on a vehicle loan, even if the vehicle loan is current or paid in full, because the security agreement you have given us covers all amounts you owe the Credit Union.

**No Liability for Dishonor:** We shall not have any liability relating to the dishonor or other return of any check or other item occurring as a result of us exercising our lien rights or good faith freezing of your accounts.

**Notices:** We may meet all requirements for sending you notice of any kind if we send it to you via United States mail, at your last given address. We may also meet this requirement by delivering these notices to you electronically if you have agreed to receive notices by electronic means.

**Attorney-in-Fact:** You hereby appoint us as your Attorney-in-Fact to perform any acts which we feel are necessary to protect the Collateral and our security interest. You specifically authorize us to endorse on your behalf any check made payable to both you and us.

**Survival of Obligations:** This security agreement not only binds you, but your executors, administrators, heirs and assigns.

**Additional Security:** Should we feel at any time that the security presented has diminished in value, or for any reason feel that additional security is required, you agree to assign to us within ten (10) days whatever additional security we feel is necessary to protect us against possible loss.

**Others Bound:** This security agreement not only binds you, but your executors, administrators, heirs, and assigns.

**Further Assurances:** You agree to execute any further documents, and to take any further actions, reasonably requested by Credit Union in order to evidence or perfect the security interests granted herein or to effectuate the rights granted to Credit Union.

**Governing Law:** This Security Agreement is being executed and delivered in, and is intended to be performed in, the State in which our headquarters are located and shall be construed and enforced in accordance with the laws of the State in which our headquarters are located, except to the extent that the Uniform Commercial Code or other applicable law provides for the application of the law of another state.

**Additional Advances:** Any additional advances made by us for the payment of taxes or assessments or liens of any kind, or premiums on insurance and the interest owing thereon or any other advance necessary to perfect or protect our security interest shall also be secured by this agreement. Such amounts shall be added to your loan balance and your periodic payment due shall be increased or your loan term extended accordingly if permitted by applicable law.