

DIGITAL FEDERAL CREDIT UNION
220 DONALD LYNCH BLVD
PO BOX 9130
MARLBOROUGH, MA 01752-9130



Federally Insured by NCUA

**NOTE, SECURITY AGREEMENT, AND
FEDERAL DISCLOSURE STATEMENT**

In this Agreement, the words "YOU" and "YOUR" mean each and all of those that sign this Agreement. The words "WE", "US" and "OUR" mean DIGITAL FEDERAL CREDIT UNION (DCU).

Document #: 12509

Borrower: MARISOL TESTCASE

ELVIS KC

Date of loan: 1/10/2017

Member Number: 5684715

FEDERAL DISCLOSURE STATEMENT

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after making all payments as scheduled.
1.735%	\$ 324.39	\$ 12,030.00	\$ 12,354.39

Your payment schedule will be:

Number of Payments:	Amount of Payments:	When Payments are Due:
35	343.18	MONTHLY STARTING 2/9/2017
1	343.09	MATURING 1/9/2020

☒ **VARIABLE RATE FEATURE:** If checked, the rate of interest on this loan may have been fixed at a lower rate because of your agreement to maintain a Checking with Relationship benefits status (as defined by DCU), and to have your monthly loan payment satisfied via one of the Electronic Methods currently offered, on or before the payment due date, and not to receive a monthly bill or coupon. If you have selected an automatic transfer you agree to ensure sufficient funds will be available no later than 8:00 a.m. Eastern time on the transfer due date. (We will only transfer from the available balance in the share you have designated.) If you have selected a non-automatic electronic method such as Easy Touch Telephone Teller or Online Banking you agree you are responsible for initiating and completing the payment on time.

If at any time during the term of the loan you fail to meet the above requirements, your ANNUAL PERCENTAGE RATE (APR) will without additional notification, increase by as much as one half of one percent (1/2 of 1%). The increase will result in additional payment(s) which you agree to make. For example, if your loan was originally for \$10,000 for 48 months at 3.99% APR and your account relationship changes during the fourth month of your loan term, your rate could be increased to 4.49% APR and you would be required to make one (1) additional payment.

☒ **SECURITY INTEREST:** If checked, this loan is secured by the following described personal property. If this is a vehicle loan, you must ensure DCU is listed as first lien holder on the Certificate of Title. (PLEASE NOTE: If you are in default, we may also apply all shares (as permitted by law) then on deposit needed by us to repay your loan in accordance with the Federal Credit Union Act and our Truth-in-Savings Disclosure and Account Agreements):

☒ 2013 HONDA CIVIC 19XFB2F59DE076347

☐ Pledged funds held in member #

THE APR DOES NOT TAKE INTO ACCOUNT YOUR REQUIRED DEPOSIT

LATE CHARGE: If a payment is 15 or more days late, you will be charged a late charge of four percent (4%) of the payment due, but not less than \$5.00.

FILING FEES: \$

REPAYMENT: There is no pre-payment penalty if you pay off your loan early.

ADDITIONAL DISCLOSURES: See the LOAN NOTE and SECURITY AGREEMENT on page 2 for additional terms and conditions to which you are bound including but not limited to those regarding security interests, default, penalties, and CROSS-COLLATERALIZATION.

ITEMIZATION OF THE AMOUNT FINANCED

AMOUNT FINANCED \$	Amount given to you directly \$	Amount paid on your account \$
\$ 12,030.00		
Amount paid to others on your behalf:		
\$ 12030.00 to ABC Auto Sales	\$ to	
\$ to	\$ to	

VOLUNTARY OPTIONS – See page 2 for important disclosure regarding SALE OF INSURANCE

"You" or "Your" means the borrower. You may select any service provider of your choice. YOU CANNOT BE DENIED CREDIT SIMPLY BECAUSE YOU CHOOSE NOT TO BUY PAYMENT PROTECTION. PAYMENT PROTECTION IS NOT REQUIRED TO OBTAIN CREDIT. Voluntary options include Payment Protection and Guaranteed Asset Protection (GAP). Election of GAP is noted in the itemization of amount financed section above. Rates are subject to change after written notice and you may cancel this coverage at any time.

☐ Preferred Plan

☐ Basic Plan

☐ Premier Plan

\$

You understand and agree that applicable Payment Protection fees will be added to your loan balance monthly and will accrue FINANCE CHARGES from the day they are posted. The amount of any Payment Protection Plan is reflected in the "Total of Payments" shown above. GAP coverage has a single pay premium.

OWNER OF THE SECURITY

OWNER OF THE SECURITY: If you are not a co-borrower/cosigner on this loan but are an owner of the property being offered as security on this loan, please sign below. By doing so, you agree to be bonded by the terms of the Security Agreement on page 2 of this Agreement.

X ADDRESS

NOTICE: SEE PAGE 2 FOR FURTHER TERMS AND CONDITIONS

SIGNATORY AGREEMENT AND ACKNOWLEDGEMENT OF VOLUNTARY OPTIONS

By signing below and/or by endorsing the check representing the proceeds of this loan, you acknowledge receipt of a copy of this Note, Security Agreement (and exhibits, if any) and Federal Disclosure Statement and accept and agree to the terms stated on either page of this document. This includes an acknowledgement of having read the VOLUNTARY OPTIONS section above and understanding that your signature constitutes an agreement to pay the fee without which coverage will not be provided, as well as acceptance of DCU's right to enforce its Lien on Shares should you be in default.

You agree that a photocopy or facsimile of this Note or of your signature on this Note shall be as binding as the original.

BORROWER

MARISOL TESTCASE

CO-BORROWER/COSIGNER

ELVIS KC

LOAN NOTE

PROMISE TO PAY: You promise to pay all amounts due and agree to make all payments in accordance with the Federal Disclosure Statement on page 1. You understand that the FINANCE CHARGE and Total of Payments are based on the assumption that all payments are made on or by the due date and you agree you may be liable for fees, including collection costs, and additional FINANCE CHARGE as a result of your failure to do so. The number of your payments is subject to change (see VARIABLE RATE FEATURE shown on page 1). You understand that all payments are calculated on a monthly payment schedule and should you opt to pay weekly, the monthly payment amount is simply divided by four.

MONTHLY PAYMENT DISTRIBUTION: Each monthly payment you make to us will be applied to late fees, FINANCE CHARGES, principal, and collection cost if any, in any order we consider appropriate as permitted by law. If you have elected voluntary options, the premium is included in the minimum amount due monthly and will be applied when the principal balance payment is applied. We may apply any payment which we receive from you to the payment of this loan or to any other obligation you owe to us that is due and unpaid.

ACCELERATION: If you are in default, we have the right to terminate this Note and Security Agreement and demand immediate payment of the entire loan. **PREPAYMENT OR IRREGULAR PAYMENTS:** Though you need only pay the fixed installments, you understand you have the right to repay your entire loan at any time without penalty. You also understand you will only be charged FINANCE CHARGES to the date you repay your entire loan. You may make larger payments without penalty and this may reduce the total amount of FINANCE CHARGES you will pay. Any partial payment of your loan will not delay your next scheduled due date(s). You understand any payment that (a) delays or (b) accelerates the reduction of your loan balance will (a) increase or (b) decrease your FINANCE CHARGES. Irregular payments may alter your Guaranteed Asset Protection (GAP) if applicable.

LAST PAYMENT: You give us permission to deposit the balance of your last payment, if any, to your Savings Account.

DEFAULT: You will be in default if: 1) You do not pay your installments on time; 2) You fail to live up to any of the terms and conditions of this Note and Security Agreement; 3) Your creditworthiness is impaired; 4) The value of the collateral is impaired; 5) The collateral or a share account is seized or attached by legal process; 6) You die, become insolvent, or you are the subject of bankruptcy or receivership proceedings; 7) There is a change of ownership of all or any part of the collateral; 8) You are in default on any other loan with us; or 9) You have made any misrepresentations in connection with the loan application and/or this Agreement. (See also OUR RIGHTS IF YOU ARE IN DEFAULT section of the Security Agreement below)

LIEN ON SHARES: If you are in default, we may apply all shares (as permitted by law) then on deposit needed by us to repay your loan in accordance with the Federal Credit Union Act and our Truth-in-Savings Disclosure and Account Agreements. If a third party should make judicial application for or otherwise attempt to enforce a lien on your shares and deposits, we may freeze such shares and deposits to the extent of your entire loan. A freeze would prevent your withdrawal of any funds subject to the freeze.

COLLECTION COSTS: If you are in default, you understand that you will be charged a FINANCE CHARGE on the unpaid Amount Financed until you repay the loan. You also agree to pay late charges, our collection costs, reasonable attorney's fees, administrative fees, and court costs.

SALE OF INSURANCE: DCU Insurance (DCU Financial Insurance Services, LLC), an affiliate of DCU, offers a wide range of personal property and casualty insurance products and services. You may choose to request an expert insurance coverage review and consultation from DCU Insurance, at your convenience. You may be contacted by a licensed representative to provide you with a free, no-obligation quote. **YOUR DECISION TO PURCHASE OR NOT PURCHASE INSURANCE FROM DCU INSURANCE WILL NOT AFFECT THE APPROVAL OF YOUR DIGITAL FEDERAL CREDIT UNION LOAN. YOU MAY PURCHASE ANY REQUIRED INSURANCE (DEDUCTIBLES CANNOT EXCEED \$1,000) FROM THE APPROPRIATELY LICENSED AGENT OR INSURER OF YOUR CHOICE.** If you have any concerns or complaints regarding this business relationship, you may contact DCU Insurance at 800.328.8797 ext. 6978.

ADDITIONAL CONDITIONS: You understand and agree: that you are responsible for notifying us of any change in your contact information (address, phone, etc.) or employment; that this Agreement is made by a Federal Credit Union governed by Federal Law; that the terms and conditions of the Federal Disclosure Statement are incorporated by this reference; that all who sign, sign as maker and agree to be individually and jointly obligated to pay this loan in accordance with the terms and conditions of this Note, Security Agreement, and Federal Disclosure Statement; and that our delay in enforcing any of the rights under this Note have no effect on our right to enforce them in the future. If any provision of this Note, Security Agreement, and Federal Disclosure Statement is to any extent unlawful or unenforceable, that provision shall be excluded to the extent of such illegality or unenforceability, and the remaining provisions shall remain in full force and effect; in particular, Covered Borrowers are provided certain protections under the Military Lending Act, and if you are a Covered Borrower, we will not enforce any provisions that are prohibited by the Military Lending Act.

MILITARY LENDING ACT DISCLOSURE: For extensions of Consumer Credit to Covered Borrowers, as those terms are defined within the Military Lending Act regulations under 12 USC 232, 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; 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 hear this disclosure and a description of your payment obligation, please contact DCU toll free at 800.328.8797, weekdays from 8:00 am to 9:00 pm and Saturdays from 9:00 am to 3:00 pm, Eastern time.

SECURITY AGREEMENT – If you are giving us a security interest (see page 1) your loan is also subject to the following additional terms:

SECURITY AGREEMENT: You are giving us a security interest (shown on page 1), you understand that the security interest is governed by the Uniform Commercial Code and will cover the property described herein. You understand that your loan is also secured by any insurance proceeds or any insurance premium refunds. You also understand and agree to the additional security agreement terms set forth below.

CROSS COLLATERALIZATION: YOU ARE GIVING A SECURITY INTEREST IN THE COLLATERAL DESCRIBED HEREIN TO SECURE THIS DEBT AND ALL OTHER DEBTS NOW OR HEREAFTER OWED US, INCLUDING ALL DEBTS INCURRED BY CREDIT CARD (AND OVERDRAFTS), EXCEPT THAT THIS COLLATERAL SHALL NOT SECURE ANY DEBT FROM US THAT IS SECURED BY YOUR PRIMARY RESIDENCE.

FUTURE ADVANCES: You understand that the Security Agreement also applies to any future advances made by us and that any future advances will be added to the "Amount Financed" of the loan and will accrue FINANCE CHARGES at the ANNUAL PERCENTAGE RATE shown on page 1. The term "future advances" includes, but is not limited to, money advanced to you, money advanced to third parties at your direction, and costs, fees, or other monies advanced by us to protect our interest in the security. Future advances may result in a higher monthly payment amount or increased number of payments.

STATUS OF SECURITY: You promise that you own the security and that there are no liens or any other claims against the security other than ours. You agree not to sell or lease the security to anyone else, or give it as security to anyone else, until the loan has been paid in full. You promise to ensure Digital Federal Credit Union (DCU) is accurately reflected as being first lien holder or as having priority security interest status on any Certificate of Title or UCC financing statement and to ensure DCU has received confirmation of same within ninety (90) days, and agree that if you have not had DCU recorded in this manner, we will apply to do so at your expense. If we record such lien, you agree that we may add its cost to your loan and you also agree that your term (as disclosed in the payment schedule on page 1) may be extended to pay for such lien. Any amount spent by us to protect our interest in the security will be added to the "Amount Financed" of the loan and will accrue FINANCE CHARGES at the ANNUAL PERCENTAGE RATE shown on page 1. If this is a motor-vehicle secured loan, you certify that the vehicle pledged as security is not and has never been a "Lemon Law Buyback" and/or "Salvage" title vehicle.

PROPERTY INSURANCE (Other than Stocks or Shares): You promise to maintain property insurance, naming us as Loss Payee, and fully insuring the security described in the Federal Disclosure Statement on page 1 against loss by fire, theft and collision (deductible cannot exceed \$1,000), and to provide "all risks" insurance in the case of aircraft or boats and accessories thereto when applicable. You may provide the required insurance through an existing policy or by a policy you independently obtain and pay for from a person of your choosing. You agree to deliver a copy of the insurance policy to us. If you do not get or keep this insurance, we may, but are not obligated to, obtain insurance and/or we may declare the Note and Security Agreement in default. You understand that we are under no obligation to purchase any particular type or amount of insurance coverage. Therefore, such coverage will cover DCU, but may or may not protect you or your equity in the security against any risk, hazard or liability, and may provide greater or lesser coverage than was previously in effect and/or may include additional types of coverage. You acknowledge that the cost of the insurance coverage so obtained by DCU may significantly exceed the cost of insurance that you could have obtained. If we obtain insurance, you agree that we may add its cost to your loan and you also agree that your payments (as disclosed in the payment schedule on page 1) may be increased to pay for the insurance during the term of your loan. Any amount spent by us for insurance will be added to the "Amount Financed" of the loan and will accrue FINANCE CHARGES at the ANNUAL PERCENTAGE RATE shown on page 1. If you, subsequent to our having placed this insurance, provide us with proof of your having obtained insurance, we will cancel the policy and remove the unused portion of the insurance premium from your loan balance, minus a reasonable administrative fee.

PRESERVATION OF SECURITY (Other than Stocks or Shares): You promise to take care of and not materially alter the security, that the security will not be used for unlawful purposes and that you will pay all taxes due on it. You agree to perform all acts that we deem necessary to make our security interest enforceable. You agree to inform us immediately if the security is to be moved from the address on your application and that such movement will not be to a location outside of the United States (including Puerto Rico) unless your entire loan balance has been paid in full. In addition you agree that we may inspect the security at any time, that there will be no other liens against the security, and that you will pay the costs of protecting the security, including reasonable attorney's fees.

STOCKS OR SHARES AS SECURITY: If STOCKS are pledged as security for this loan, a list of stocks is shown on or referred to on page 1. You understand that your loan balance must not exceed the value. If during the term of the loan, the value of the stock held as collateral decreases and causes the loan-to-stock value to increase to 85% or greater, you understand you will have seventy-two (72) hours from the date of notification to furnish either additional funds or additional collateral to re-establish the maximum collateral equity position shown on page 1. If you do not re-establish the maximum collateral equity position, you authorize us to sell your stock and apply the proceeds of the sale to your outstanding stock loan. If SHARES are pledged as security for this loan, you understand that you must keep a sum equal to your entire loan on deposit with us until you repay your entire loan.

OUR RIGHTS IF YOU ARE IN DEFAULT: If you are in default, as defined above, we may demand immediate payment of your entire loan. You understand that we also have other rights which may include but are not limited to: 1) the right to retake the security and after giving notice of the sale as required by law to sell the security in a reasonable manner. (You understand if the amount we receive at the sale does not pay your principal balance, FINANCE CHARGES, late charges and the costs of protecting, retaking, repairing, reconditioning, storing and selling the security, along with collections costs, reasonable attorney's fees, administrative fees, and court costs, that you agree to pay any remaining amount, as we are permitted by law to collect); 2) the right to apply the default rate of 18.00% to your then current loan balance in which case you understand and agree your payment amount and/or total payments before your loan is considered paid in full will increase. (See also DEFAULT section of Note above)