



5445 S. Westridge Dr.  
New Berlin, WI 53151  
NMLS/ \_\_\_\_\_ LICENSE ID 401043

## LOAN APPLICATION

LOAN ORIGINATOR NAME AND NMLS/ \_\_\_\_\_ LICENSE ID  
**JESSICA RODRIGUEZ-KRYFKE**

Married Applicants may apply for an individual loan in their own name.

If you are applying for **Individual Credit**, complete **Applicant** sections if only the applicant's income is considered for loan approval.

Complete **Applicant** and **Co-Applicant** sections: (1) if you are relying on income from alimony, child support, or separate maintenance or on the income or assets of another person as the basis for repayment of credit requested; (2) if you reside in a Community Property State; (3) if you are relying on property located in a Community Property State as a basis for repayment of the credit requested; or (4) if you are an Alaska resident subject to a community property agreement or community property trust. Community Property States include: AZ, CA, ID, LA, NM, NV, TX, WA, WI.

If you are applying for **Joint Credit**, complete **Applicant** and **Co-Applicant** sections if your co-applicant will be contractually liable for repayment of the loan and initial below:

We intend to apply for joint credit. \_\_\_\_\_ (Applicant Initials) \_\_\_\_\_ (Co-Applicant Initials)

Amount Requested **\$12,500.00**

Purpose: **CONSOLIDATION**

APPLICANT				<input type="checkbox"/> CO-APPLICANT <input type="checkbox"/> NON-APPLICANT SPOUSE/OTHER <input type="checkbox"/> GUARANTOR			
NAME (Last - First - Initial) <b>JOSHUA D BOYCE</b>				NAME (Last - First - Initial)			
SOCIAL SECURITY NUMBER <b>247-87-5937</b>		ACCOUNT NUMBER <b>6198850</b>		SOCIAL SECURITY NUMBER		ACCOUNT NUMBER	
E-MAIL ADDRESS <b>JOSHUADBOYCE@GMAIL.COM</b>		NUMBER OF DEPENDENTS <b>0</b>		E-MAIL ADDRESS		NUMBER OF DEPENDENTS	
BIRTH DATE <b>06/11/1991</b>	HOME PHONE <b>(864) 431-2370</b>	BUSINESS PHONE/EXT.		BIRTH DATE	HOME PHONE	BUSINESS PHONE/EXT.	
CELL PHONE <b>(864) 431-2370</b>				CELL PHONE			
PRESENT ADDRESS (Street - City - State - Zip) <b>524 E RYAN RD OAK CREEK, WI 53154-4538</b>		<input type="checkbox"/> OWN <input checked="" type="checkbox"/> RENT RESIDENCE SINCE		PRESENT ADDRESS (Street - City - State - Zip)		<input type="checkbox"/> OWN <input type="checkbox"/> RENT RESIDENCE SINCE	
PREVIOUS ADDRESS (Street - City - State - Zip)				PREVIOUS ADDRESS (Street - City - State - Zip)			
VALUE OF HOME:		MONTHLY PAYMENT (MORTGAGE/RENT) <b>\$250.00</b>		VALUE OF HOME:		MONTHLY PAYMENT (MORTGAGE/RENT)	
PLEASE COMPLETE ONLY IF YOU ARE APPLYING FOR JOINT CREDIT, SECURED CREDIT, OR IF YOU LIVE IN A COMMUNITY PROPERTY STATE. <input type="checkbox"/> MARRIED <input type="checkbox"/> SEPARATED <input checked="" type="checkbox"/> UNMARRIED (Single - Divorced - Widowed)				PLEASE COMPLETE ONLY IF YOU ARE APPLYING FOR JOINT CREDIT, SECURED CREDIT, OR IF YOU LIVE IN A COMMUNITY PROPERTY STATE. <input type="checkbox"/> MARRIED <input type="checkbox"/> SEPARATED <input type="checkbox"/> UNMARRIED (Single - Divorced - Widowed)			

### EMPLOYMENT

NAME AND ADDRESS OF EMPLOYER <b>CENTAR</b>		NAME AND ADDRESS OF EMPLOYER	
LENGTH OF EMPLOYMENT <b>0</b>	POSITION <b>SOFTWARE DEVELOPMENT</b>	LENGTH OF EMPLOYMENT	POSITION
PRIOR EMPLOYER <b>JB FURNITURE</b>		PRIOR EMPLOYER	

### INCOME

<b>OTHER INCOME NOTICE:</b> Alimony, child support, or separate maintenance income need not be revealed if you do not choose to have it considered.		<b>OTHER INCOME NOTICE:</b> Alimony, child support, or separate maintenance income need not be revealed if you do not choose to have it considered.	
EMPLOYMENT INCOME (GROSS) <b>\$57,500.00</b> PER <b>ANNUALLY</b>	OTHER INCOME (GROSS) PER SOURCE	EMPLOYMENT INCOME (GROSS) PER	OTHER INCOME (GROSS) PER SOURCE
OTHER INCOME (GROSS) PER	SOURCE	OTHER INCOME (GROSS) PER	SOURCE

### REFERENCES

NAME AND ADDRESS OF NEAREST RELATIVE NOT LIVING WITH YOU <b>TIMMY VANDER PLUYM</b>	HOME NUMBER <b>(262) 370-7307</b>	NAME AND ADDRESS OF NEAREST RELATIVE NOT LIVING WITH YOU	HOME NUMBER
	RELATIONSHIP <b>PERSONAL</b>		RELATIONSHIP

		LIST ALL EXISTING DEBTS OF APPLICANT (and Co-Applicant or Non-Applicant Spouse/Other if applicable)				
Applicant	Co-Applicant	Name and Address of Creditor	Purpose or Account No.	Original Amount	Present Balance	Monthly Payment
<input checked="" type="checkbox"/>	<input type="checkbox"/>					\$250.00
<input checked="" type="checkbox"/>	<input type="checkbox"/>					
<input checked="" type="checkbox"/>	<input type="checkbox"/>					
<input checked="" type="checkbox"/>	<input type="checkbox"/>					
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<input type="checkbox"/>	<input checked="" type="checkbox"/>					
<input type="checkbox"/>	<input checked="" type="checkbox"/>					
<input type="checkbox"/>	<input type="checkbox"/>					

Do Not Omit Any Debts! If More Space is Needed, Use space below or Separate Sheet.  
Incomplete Applications Cannot Be Processed.

Total Monthly Obligations  
\$250.00

If you Answer "Yes" to Any of These Questions, Provide Details below.

Have you ever had your Auto or Property repossessed? <input type="checkbox"/> Yes <input type="checkbox"/> No	Have you or your Co-Applicant ever declared bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No	Are you currently a Co-Maker, Endorser or Guarantor on a loan? <input type="checkbox"/> Yes <input type="checkbox"/> No
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ADDITIONAL COMMENTS

STATE NOTICES

OHIO RESIDENTS ONLY: 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.

WISCONSIN RESIDENTS: Marital Status:
☐ Married
☒ Unmarried
☐ Legally Separated

If married: the name of my spouse is \_\_\_\_\_

Spouse's SSN: \_\_\_\_\_
☐ Spouse's Address (if different) \_\_\_\_\_

**Notice:** No provision of any marital property agreement, unilateral statement under Section 766.59, or court decree under Section 766.70 will adversely affect the rights of the Credit Union unless the Credit Union is furnished a copy of the agreement, statement or decree, or has actual knowledge of its terms, before the credit is granted or the account is opened.

**MARRIED WISCONSIN RESIDENTS APPLYING FOR AN INDIVIDUAL ACCOUNT:** By signing here, I state that the credit being applied for, if granted, will be incurred in the interest of the marriage or family of the Borrower(s).

X

**LOAN APPLICATION SIGNATURES - PLEASE READ BEFORE SIGNING:**

All the information in this application is true. I/we understand that section 1014 Title 18 U.S. Code makes it a federal crime to knowingly make a false statement on this application. You have my permission to check it and confirm my employment. You may retain this application even if not approved. I understand that you may receive information from others about my credit and you may answer questions and requests from others seeking credit or experience information about me or my accounts with you. If this application is approved, I agree to honor the provisions of the credit or loan agreement and security agreement covering my account or loan. (If this application is for two of us, this statement applies to both of us.)

Consumer and Credit Report Authorization. By signing this Application, I authorize you to obtain my consumer and/or credit report for the purposes of evaluating this application and to obtain subsequent credit reports on an on-going basis in connection with this transaction, and for all other legitimate purposes, such as reviewing my accounts or taking collection action on the account. I authorize you to receive and review other information about me, such as my employment and income information, from third-parties or consumer reporting agencies.

Vermont Residents: Applicant provided consent via phone \_\_\_\_\_ (Credit Union Initials)

By providing my telephone number, including my wireless telephone number, in connection with this account or loan, I have consented and authorized Landmark Credit Union or anyone acting on its behalf to contact me about my account or loan at that number using an automatic telephone dialing system or an artificial or prerecorded message.

☒ I also hereby consent to receive marketing and debt collection calls (for any of my other loans and accounts currently held at Landmark Credit Union) from or on behalf of Landmark Credit Union at the telephone number, including wireless number, provided on the Application to Landmark Credit Union or anyone acting on its behalf using automatic telephone dialing system or an artificial or prerecorded message. I understand that my consent is not a condition for receiving any property, goods or services from Landmark Credit Union.

If I am applying for a Home Equity loan: I agree to honor the provisions of the HomeEquity Credit Line Agreement and Truth-in-Lending Disclosure Statement or the HomeEquity Loan Agreement - Mortgage Loan and Closing Disclosure covering my loan, whichever is applicable.

(Applies to HELOCs only:) I acknowledge receipt of a copy of the HomeEquity Credit Plan Predisclosures and Handbook entitled "What You Should Know About Home Equity Lines of Credit."

SIGNATURE OF APPLICANT

DATE

Joshua D. Boyce

Joshua D. Boyce (Mar 1, 2019)

X

SIGNATURE OF CO-APPLICANT

DATE

X

HAVE YOU OMITTED ANYTHING? REMEMBER: INCOMPLETE APPLICATIONS CANNOT BE PROCESSED.

**DEMOGRAPHIC INFORMATION OF APPLICANT AND CO-APPLICANT. THE FOLLOWING APPLIES IF YOU ARE APPLYING FOR A:**

☒ **CLOSED-END HOME EQUITY LOAN**      ☐ **HOME EQUITY LINE OF CREDIT**

The purpose of collecting this information is to help ensure that all applicants are treated fairly and that the housing needs of communities and neighborhoods are being fulfilled. For residential mortgage lending, Federal law requires that we ask applicants for their demographic information (ethnicity, race, and sex) in order to monitor our compliance with equal credit opportunity, fair housing, and home mortgage disclosure laws. You are not required to provide this information, but are encouraged to do so. You may select one or more designations for "Ethnicity" and one or more designations for "Race". The law provides that we may not discriminate on the basis of this information, or on whether you choose to provide it. However, if you choose not to provide the information and you have made this application in person, Federal regulations require us to note your ethnicity, race, and sex on the basis of visual observation or surname. If you do not wish to provide some or all of this information, please check below.

Applicant:

Ethnicity: - Check one or more

☐ Hispanic or Latino☐ Mexican      ☐ Puerto Rican      ☐ Cuban☐ Other Hispanic or Latino - Print origin, for example, Argentinean, Colombian, Dominican, Nicaraguan, Salvadoran, Spaniard, and so on: \_\_\_\_\_☐ Not Hispanic or Latino☐ I do not wish to provide this information

Race: Check one or more

☐ American Indian or Alaska Native - Print name of enrolled or principal tribe: \_\_\_\_\_☐ Asian☐ Asian Indian      ☐ Chinese      ☐ Filipino  
☐ Japanese      ☐ Korean      ☐ Vietnamese☐ Other Asian - Print race, for example, Hmong, Laotian, Thai, Pakistani, Cambodian, and so on: \_\_\_\_\_☐ Black or African American☐ Native Hawaiian or Other Pacific Islander☐ Native Hawaiian      ☐ Guamanian or Chamorro      ☐ Samoan☐ Other Pacific Islander - Print race, for example, Fijian, Tongan, and so on: \_\_\_\_\_☐ White☐ I do not wish to provide this informationSex: ☐ Female      ☐ Male      ☐ I do not wish to provide this information

Co-Applicant:

Ethnicity: - Check one or more

☐ Hispanic or Latino☐ Mexican      ☐ Puerto Rican      ☐ Cuban☐ Other Hispanic or Latino - Print origin, for example, Argentinean, Colombian, Dominican, Nicaraguan, Salvadoran, Spaniard, and so on: \_\_\_\_\_☐ Not Hispanic or Latino☐ I do not wish to provide this information

Race: Check one or more

☐ American Indian or Alaska Native - Print name of enrolled or principal tribe: \_\_\_\_\_☐ Asian☐ Asian Indian      ☐ Chinese      ☐ Filipino  
☐ Japanese      ☐ Korean      ☐ Vietnamese☐ Other Asian - Print race, for example, Hmong, Laotian, Thai, Pakistani, Cambodian, and so on: \_\_\_\_\_☐ Black or African American☐ Native Hawaiian or Other Pacific Islander☐ Native Hawaiian      ☐ Guamanian or Chamorro      ☐ Samoan☐ Other Pacific Islander - Print race, for example, Fijian, Tongan, and so on: \_\_\_\_\_☐ White☐ I do not wish to provide this informationSex: ☐ Female      ☐ Male      ☐ I do not wish to provide this information

To Be Completed by Financial Institution (for an application taken in person):

Was the ethnicity of the applicant collected on the basis of visual observation or surname? ☐ Yes      ☐ NoWas the race of the applicant collected on the basis of visual observation or surname? ☐ Yes      ☐ NoWas the sex of the applicant collected on the basis of visual observation or surname? ☐ Yes      ☐ NoWas the ethnicity of the co-applicant collected on the basis of visual observation or surname? ☐ Yes      ☐ NoWas the race of the co-applicant collected on the basis of visual observation or surname? ☐ Yes      ☐ NoWas the sex of the co-applicant collected on the basis of visual observation or surname? ☐ Yes      ☐ No

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5445 S. Westridge Dr.  
New Berlin, WI 53151

**CLOSED-END NOTE, DISCLOSURE,  
LOAN AND SECURITY AGREEMENT**

BORROWER'S NAME AND ADDRESS <b>JOSHUA D BOYCE</b> <b>524 E RYAN RD</b> <b>OAK CREEK, WI 53154-4538</b>		DATE OF LOAN <b>03/01/2019</b>	LOAN MATURITY DATE <b>03/01/2023</b>
		LOAN NUMBER <b>144</b>	LOAN OFFICER <b>JESSICA RODRIGUEZ-KRYFK</b>
CO-BORROWER'S NAME AND ADDRESS		BORROWER'S DATE OF BIRTH <b>06/11/1991</b>	CO-BORROWER'S DATE OF BIRTH
		BORROWER'S ACCOUNT NUMBER <b>6198850</b>	
CO-BORROWER'S NAME AND ADDRESS			
CO-BORROWER'S NAME AND ADDRESS			

<b>ANNUAL PERCENTAGE RATE:</b> The cost of your credit as a yearly rate. <b>9.916%</b>	<b>FINANCE CHARGE:</b> The dollar amount the credit will cost you. <b>\$2,693.36</b> e	<b>Amount Financed:</b> The amount of credit provided to you or on your behalf. <b>\$12,500.00</b>	<b>Total of Payments:</b> The amount you will have paid after you have made all payments as scheduled. <b>\$15,193.36</b> e	<b>Total Sale Price:</b> Total cost of your purchase on credit, including your down payment of <b>N/A</b> e
Your payment schedule will be:				
NUMBER OF PAYMENTS		AMOUNT OF PAYMENTS		WHEN PAYMENTS ARE DUE
<b>47</b>		<b>\$316.53</b>		<b>04/01/2019</b> And on the same day each month thereafter
<b>1</b>		<b>\$316.45</b>		<b>03/01/2023</b> Final payment due
<b>Security:</b> You are giving a security interest in your shares and deposits in Landmark Credit Union, as well as the collateral described below. Collateral for other loans with us will also secure this loan, except for your home and household goods.				
<b>Late Charges:</b> If your payment is more than 10 days late, you will be charged 5% of the payment due or \$10.00, whichever is less.			<b>Required Deposit Balance:</b> The Annual Percentage Rate does not take into account your required deposit balance.	
<b>Property Insurance:</b> You may obtain property insurance from anyone you want that is acceptable to the credit union. If you do not obtain property insurance the credit union will obtain it at your cost.				<b>Filing Fees:</b> n/a
<b>Prepayment:</b> If you pay off early, you will not have to pay a penalty.			See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.	
"e" means estimate.				

<b>ITEMIZATION OF AMOUNT FINANCED OF</b> <b>\$12,500.00</b>		Amount Paid to Others on Your Behalf (Describe)			
AMOUNT GIVEN TO YOU DIRECTLY <b>\$2,096.65</b>		GAP To: Allied Solutions LLC (a portion will be retained by us)		<b>DMV FEES</b>	<b>EXTENDED WARRANTY</b>
AMOUNT PAID ON YOUR ACCOUNT					
<b>CAPITAL ONE</b>	<b>WELLS FARGO CARD SERVICES</b>	<b>AMERICOLLECT</b>	<b>NET CREDIT</b>	<b>CARDMEMBER SERVICE</b>	<b>LANDMARK CREDIT UNION</b>
<b>\$1,700.00</b>	<b>\$1,950.00</b>	<b>\$2,164.01</b>	<b>\$3,084.99</b>	<b>\$700.00</b>	<b>\$804.35</b>

SECURITY INFORMATION					
<b>MOTOR VEHICLE:</b>	YEAR	MAKE	MODEL	BODY TYPE	SERIAL NUMBER or VIN
<b>SHARES PLEDGED:</b>	ACCOUNT NUMBER		AMOUNT	ACCOUNT NUMBER	AMOUNT
<b>OTHER COLLATERAL:</b>					

☐ If checked, the Collateral shall be stored or located at a location other than Borrower's address listed above. The Collateral shall be stored or located at . Borrower shall not move the Collateral from this location without the prior written consent of Landmark Credit Union.

## LOAN SIGNATURES

You agree that the terms and conditions in the disclosure statement and the Loan and Security Agreements attached hereto shall apply to this loan. If there is more than one Borrower, you agree that all the conditions of the Loan and Security Agreements governing this loan shall apply to both jointly and severally. You acknowledge that you have received a copy of the Loan and Security Agreements and disclosure statement ("Note"). If you purchase optional loan products in connection with this loan, you understand that a portion of the premium or fee you pay will be retained by Landmark Credit Union (or paid back to Landmark Credit Union by the service provider) as compensation for making these services available to you. You also acknowledge receipt of the product application(s), disclosures, and contract(s) regarding the product(s).

**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.

**NOTICE TO CONSUMER: THIS IS A CONSUMER CREDIT TRANSACTION. (A) DO NOT SIGN ANYTHING BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. (B) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. (C) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT.**

**THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

**CAUTION- IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.**

BORROWER'S SIGNATURE <i>Joshua D. Boyce</i> X Joshua D. Boyce (Mar 1, 2019) JOSHUA D BOYCE	DATE	WITNESS SIGNATURE <input type="checkbox"/>	DATE
<input type="checkbox"/> CO-BORROWER <input type="checkbox"/> *OTHER OWNER <input type="checkbox"/> **GUARANTOR	DATE	X	
X		WITNESS SIGNATURE	DATE
<input type="checkbox"/> CO-BORROWER <input type="checkbox"/> *OTHER OWNER <input type="checkbox"/> **GUARANTOR	DATE	X	
X		WITNESS SIGNATURE	DATE
<input type="checkbox"/> CO-BORROWER <input type="checkbox"/> *OTHER OWNER <input type="checkbox"/> **GUARANTOR	DATE	X	
X		WITNESS SIGNATURE	DATE

\*OTHER OWNER: Any person who has a property interest (other than as a renter or lessor) in the above described collateral signs here. The other owner, unless also a co-borrower, is not obligated to pay the debt, but understands that Landmark Credit Union has a security interest in the collateral as explained in the Security Agreement.

\*\*GUARANTOR: Upon default, Landmark Credit Union may seek immediate payment from the guarantor of any and all sums due on the loan, including all reasonable costs and fees provided under the loan and security agreements, as permitted by law. The guarantor waives all notice to which he or she would otherwise be entitled by law.

☐ **CONSUMER'S CLAIMS AND DEFENSES NOTICE - IF CHECKED, SEE NOTICE BELOW**

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

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

The following applies if at the time of this loan you are a member of the military or a dependent (as those terms are defined in the Military Lending Act, 10 U. S.C. 987 and its implementing regulations), 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) this loan is made for the purchase of a vehicle or personal property, and you also receive additional "cash out" financing (e.g., to pay off negative equity on a trade-in or you otherwise receive additional cash).

- 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 1-800-871-2110 during our normal business hours.
- 2.** This loan will not be secured by a consensual lien on shares or deposits in any of your accounts unless you specifically 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 membership 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, with regard to this loan, we still reserve our statutory lien rights and any resulting 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 contract terms in your loan, security, or membership agreements that contradict the above with regard to this loan are hereby deleted.
- 3.** This loan is not subject to mandatory arbitration and therefore any reference to mandatory arbitration in this Loan Agreement and Security Agreement shall not apply to this loan.
- 4.** If you are a Louisiana resident, the Louisiana-specific provisions contained in the Security Agreement do not apply to this loan.

IN THESE AGREEMENTS, THE WORDS "YOU," "YOUR" AND "BORROWER" MEAN ALL THOSE NAMED AS BORROWERS. THE WORDS "WE," "US," "OUR" AND "CREDIT UNION" MEAN LANDMARK CREDIT UNION.

## LOAN AGREEMENT

**Applicability of the Wisconsin Consumer Act:** If you are a Wisconsin resident and your loan is \$25,000 or less, the Wisconsin Consumer Act (Wisconsin Statutes Chapters 421 through 427 as may be renumbered from time to time) applies to your loan. If you are a Wisconsin resident and your loan is more than \$25,000, or you are not a Wisconsin resident, the Wisconsin Consumer Act does not apply. Certain provisions contained in these Agreements shall apply only to loans to which the Wisconsin Consumer Act applies, and shall be noted as such. All other provisions shall apply to all loans regardless of loan amount.

**Payments/Finance Charges:** For value received, you promise to pay, at our office, all amounts due. All payments shall be made pursuant to the disclosure statement on page 1 of this document. You understand that the finance charge and total of payments shown on page 1 of this document are based on the assumption that all installment payments will be made on the scheduled due dates. If you fail to pay any installment by the time it is due, you will pay additional interest on the overdue amount and your loan may not be paid in full at the end of the term. In such case, any remaining balance will be due in full immediately.

**Allocation of Payments and Additional Payments:** Payments and credits shall be applied in the following order: any amounts past due; any fees or charges owing, including any fees or premiums for additional products purchased; accrued interest or finance charges; outstanding principal. Payments made in addition to regularly scheduled payments shall be applied in the same order.

**Prepayment:** You may prepay all or any amount owing under this Note without penalty. Your next due date will not advance more than 90 days ahead. Minimum periodic payments are required during each billing cycle as long as any balance exists.

**Late Charges:** If you make a late payment, you agree to pay a late charge if one is disclosed on page 1 of this document.

**Credit Insurance:** Credit life and/or disability insurance 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. The premium will be charged and collected monthly and will become part of your minimum monthly payment. If Borrower fails to pay the insurance premiums, Credit Union can cancel the coverage or, at its option, pay the premiums 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 a portion is paid back to the Credit Union) as compensation for making this service available. See Certificate for specific terms and conditions of the insurance contract.

**Borrower Responsibility:** You promise to notify us of any change in your name, address or employment. You promise not to apply for a loan if you know there is a reasonable probability that you will be unable to repay your obligation according to the terms of the credit extension. You promise to inform us of any new information which relates to your ability to repay your obligation. You promise not to submit false or inaccurate information or willfully conceal information regarding your creditworthiness, credit standing, or credit capacity.

**Default: The following provision applies to Borrowers in Idaho, Kansas, and Maine:** 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 provision applies to Borrowers in Wisconsin:** You shall be in default under this Agreement if any of the following occur: (a) If an amount exceeding one (1) full payment due under this Agreement is more than ten (10) days late or if the first or last payment due under this Agreement is more than forty (40) days late; 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.

**The following provision applies to all other Borrowers:** You shall be considered in default if any of the following occur: (1) If you break any promise made under this Loan Agreement or under the Security Agreement; or (2) if you do not use the money we loaned you for the purpose stated in your application; 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 any loan under this Note; or (9) If you make any false or misleading statements in any credit application or update of credit information; or (10) you are in default of any other Loan or Security Agreement you have with the Credit Union; or (11) you use the Note for any illegal purpose or transaction as determined by applicable law. If you default, we may, at our option, declare this loan 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.

**Costs of Collection: The following applies to all loans except those subject to the Wisconsin Consumer Act:** You shall pay all costs incurred by us in collecting any amount you owe or in enforcing or protecting our rights. Costs of collection include, but are not limited to, collection agency fees, repossession fees, appraisals, environmental site assessments, and casualty insurance. Costs of collection also include reasonable attorney's fees for any action taken by an attorney who is not our salaried employee 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. *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. *For Georgia Borrowers:* attorney's fees shall not exceed 15% of principal and accrued interest, or such higher amount as a court may allow.

**The following applies to all loans subject to the Wisconsin Consumer Act:** You shall pay the reasonable expenses incurred in the disposition of the collateral, such other charges specifically authorized by the Wisconsin Consumer Act, and any costs or expenses of collection allowed by a court of competent jurisdiction. If the collateral for the loan is a motor vehicle as defined by the Wisconsin Consumer Act, you may also be required to pay (1) the expenses of taking and holding the collateral if paid to someone other than the creditor; travel and transportation expenses in taking possession of the collateral; or (2) if the collateral is not redeemed, the greater of (1) the sum of the following: expenses for cleaning and restoring the appearance of the collateral, not to exceed \$100; expenses for repair of damage to the collateral if covered by insurance, not to exceed the lesser of any deductible or \$250; expenses for mechanical repairs to the collateral, not to exceed \$200; or (2) expenses for any repair to the collateral which increase the selling price of the collateral, not to exceed the amount of the increase.

**Action Upon Default: The following provision applies to Borrowers in Colorado, District of Columbia, Kansas, Maine, Massachusetts, Missouri, Nebraska, and West Virginia:** Once you have defaulted, and after the expiration of any right you may have under applicable state law to cure your default, we can demand immediate payment of the entire unpaid balance of the loan without giving you advance notice. The principal balance in default shall bear interest at the contract rate, or a default rate if one has been disclosed to you, or another rate if required by applicable law.

### **The following provisions applies to Borrowers in Wisconsin:**

**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 closed-end note; (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.

IN THESE AGREEMENTS, THE WORDS "YOU," "YOUR" AND "BORROWER" MEAN ALL THOSE NAMED AS BORROWERS. THE WORDS "WE," "US," "OUR" AND "CREDIT UNION" MEAN LANDMARK CREDIT UNION.

**The following provision applies to Borrowers in all other states:** Once you have defaulted, we may, at our option, declare all amounts under the Note 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.

**Delay In Enforcement:** We may delay enforcing any of our rights under this Agreement without losing them.

**Irregular Payments:** We may accept late payments or partial payments, even though marked "payment in full," without losing any of our rights under this Agreement.

**Co-borrowers:** If you are signing this Agreement as a Co-Borrower, you agree to be equally responsible with the Borrower, but we may sue either or both of you. We do not have to notify you that this Agreement has not been paid. We may extend the terms of payment and release any security without notifying or releasing you from responsibility on this Agreement.

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

**Change in Terms:** The terms of this Closed-end Note, Disclosure, Loan & Security Agreement, including any fees disclosed, are subject to change without prior notice, subject to applicable law.

**Contractual Pledge of Shares:** You pledge all your shares and deposits in the Credit Union, including future additions, as security for this loan. In case you default, we may apply these shares and deposits to the payment of all sums due at the time of default. If the Wisconsin Consumer Act does not apply to your loan, you also agree that we may apply these shares and deposits to costs of collection and reasonable attorneys fees. No lien or right to impress a lien on shares and deposits shall apply to any of your shares which may be held in an "Individual Retirement Account" or "Keogh Plan."

#### State Notices:

**NOTICES TO WISCONSIN BORROWERS:** No provision of a marital property agreement, a unilateral agreement under Wis. Stat. Section 766.59, or a court decree under Wis. Stat. 766.70 adversely affects the interest of the Credit Union unless prior to the time the credit is extended, the Credit Union is furnished with a copy of the agreement or statement, or has actual knowledge of the adverse provision when the obligation to the Credit Union is incurred.

**NORTH DAKOTA NOTICE TO BORROWERS PURCHASING A MOTOR VEHICLE - THE MOTOR VEHICLE IN THIS TRANSACTION MAY BE SUBJECT TO REPOSSESSION. IF IT IS REPOSSESSED AND SOLD TO SOMEONE ELSE, AND ALL AMOUNTS DUE TO THE SECURED PARTY ARE NOT RECEIVED IN THAT SALE, THE BORROWER MAY HAVE TO PAY THE DIFFERENCE.**

**NOTICE TO 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.

**NOTICE FOR ARIZONA OWNERS OF PROPERTY:** It is unlawful for a borrower to fail to return a motor vehicle that is subject to a security interest within thirty days after you have received notice of default. The notice will be mailed to the address you provided on this document unless you have given the Credit Union a new address. It is your responsibility to notify the Credit Union if your address changes. The maximum penalty for unlawful failure to return a motor vehicle is one year in prison and/or a fine of \$150,000.

**NOTICE TO CALIFORNIA RESIDENTS:** By signing this Note, 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.

**NOTICE TO TEXAS BORROWERS- INSURANCE REQUIRED:** You are required to: (i) keep the collateral insured against damage in the amount of the loan or another amount if we so specify; (ii) purchase this insurance from an insurer that is authorized to do business in the state of Texas or an eligible surplus lines insurer; and (iii) name us as the person to be paid under the policy in the event of a loss. You must also provide us a copy of the policy and proof of the payment of premiums if we so request. If you fail to meet any of these requirements, we may obtain collateral protection insurance on your behalf at your expense.

**For Missouri Residents: 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.**

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

**OHIO RESIDENTS ONLY:** 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.

#### WASHINGTON AND OREGON RESIDENTS ONLY:

##### WARNING

UNLESS YOU PROVIDE US WITH EVIDENCE OF THE INSURANCE COVERAGE AS REQUIRED BY OUR LOAN AGREEMENT, WE MAY PURCHASE INSURANCE AT YOUR EXPENSE TO PROTECT OUR INTEREST. THIS INSURANCE MAY, BUT NEED NOT, ALSO PROTECT YOUR INTEREST. IF THE COLLATERAL BECOMES DAMAGED, THE COVERAGE WE PURCHASE MAY NOT PAY ANY CLAIM YOU MAKE OR ANY CLAIM MADE AGAINST YOU. YOU MAY LATER CANCEL THIS COVERAGE BY PROVIDING EVIDENCE THAT YOU HAVE OBTAINED PROPER COVERAGE ELSEWHERE. YOU ARE RESPONSIBLE FOR THE COST OF ANY INSURANCE PURCHASED BY US. THE COST OF THIS INSURANCE MAY BE ADDED TO YOUR LOAN BALANCE. IF THE COST IS ADDED TO THE LOAN BALANCE, THE INTEREST RATE ON THE UNDERLYING LOAN WILL APPLY TO THIS ADDED AMOUNT. THE EFFECTIVE DATE OF COVERAGE MAY BE THE DATE YOUR PRIOR COVERAGE LAPSED OR THE DATE YOU FAILED TO PROVIDE PROOF OF COVERAGE. THE COVERAGE WE PURCHASE MAY BE CONSIDERABLY MORE EXPENSIVE THAN INSURANCE YOU CAN OBTAIN ON YOUR OWN AND MAY NOT SATISFY WASHINGTON'S OR OREGON'S MANDATORY LIABILITY INSURANCE LAWS.



IN THESE AGREEMENTS, THE WORDS "YOU," "YOUR" AND "BORROWER" MEAN ALL THOSE NAMED AS BORROWERS. THE WORDS "WE," "US," "OUR" AND "CREDIT UNION" MEAN LANDMARK CREDIT UNION.

## SECURITY AGREEMENT

**Security Interest; PLEDGE OF SHARES; Statutory Lien; Set-off; Administrative Freeze:** To secure the payment of this loan and all expenditures incurred by the Credit Union in connection with this loan: **(a) You grant the Credit Union a security interest** in the property described on Page 1 of this document ("Collateral"). The security interest includes all increases, substitutions and additions to the secured property, proceeds from any insurance on the secured property and all earnings received from the secured property. The security interest also includes all accessions. Accessions are things which are attached to or installed in the property now or in the future. The security interest also includes any replacements for the property which you buy within 10 days of the loan or any extensions, renewals or refinancing of the loan. If the value of the property declines, you promise to give us more security if asked to do so. You also agree to abide by the terms of the Security 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 loan, 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 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.**

**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 loan documents.

**Cross-collateralization: Property given as security for this loan or for any other loan Borrower has with the Credit Union will secure all amounts Borrower owes the Credit Union now and in the future. However, property securing another debt will not secure this loan if such property is Borrower's principal residence (unless the proper rescission notices are given and any other legal requirements are satisfied), or are non-purchase money household goods.**

**Release of Lien:** We will not release any lien on any collateral under this Note if you are delinquent on, or in default on, any other loan you have with us. For example, if you are in default on a line of credit, we will not release our lien on a vehicle loan, even if the vehicle loan is current or paid in full.

**Transfer of Collateral:** You will not change the location of, sell or transfer the collateral unless you have our prior written consent.

**Good Title:** You warrant that you have good title to the collateral, free of all security interests except that given to the Credit Union and except for any interest of a non-co-borrower owner of the collateral who has signed the Agreement in the indicated place.

**Maintenance of Collateral:** You will pay all taxes, assessments, and liens against or attached to the property described and further agree to keep the property in good condition, housed in a suitable shelter. You agree to execute financing statements and security agreement amendments at our request and will defend the property against adverse third party claims.

**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 ourselves against possible loss.

**Actions Upon Default:** If a default as defined in the Loan Agreement should occur, we, or a third party designated by us, have the authority, upon such default, to repossess and sell the collateral in a lawful manner. This includes authority to take possession of any personal property contained in the collateral. In such cases, we or our authorized representatives may, at our option, enter the premises where the collateral is kept and take possession, subject to applicable laws. We have the right to render the property pledged as collateral unusable and may dispose of the collateral on the premises where the collateral is kept. If we decide to sell the collateral at a public sale, private sale or otherwise dispose of the collateral, we will provide reasonable notice if required by law and will otherwise comply with applicable state law. Unless you default, you 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. You understand that we have certain rights and legal remedies available to us under the Uniform Commercial Code and other applicable laws, and that we may use these rights to enforce payment if you default. In the event of default, you will at our request assemble the property (collateral) and make it available to us at a place of our choosing. If we decide to waive this default, it will not constitute waiver of any other subsequent defaults. *The following applies to all loans except those subject to the Wisconsin Consumer Act:* If we sell or otherwise dispose of the collateral we may collect from you reasonable expenses incurred in the retaking, holding and preparing the collateral for and arranging the sale of the collateral. We may also collect reasonable attorney's fees and legal expenses, permitted by applicable law, incurred in connection with disposition of the property. *The following applies to loans subject to the Wisconsin Consumer Act:* If we sell or otherwise dispose of the collateral we may collect from you reasonable expenses incurred in the disposition of the collateral and such other charges as are specifically authorized by the Wisconsin Consumer Act. If the collateral is a motor vehicle, you may also pay additional expenses as set forth in Wisconsin Consumer Act §422.413.

**Attorney-in-Fact:** We are hereby appointed as your Attorney-in-Fact to perform any acts which we reasonably feel are necessary to protect the collateral and the security interest which this Agreement creates.

**Joint Borrowers:** If there is more than one Borrower, your obligations under this Agreement are joint and several, each being equally responsible to fulfill the terms of this Agreement.

**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 of Wisconsin and shall be construed and enforced in accordance with the laws of the State of Wisconsin, except to the extent that the Uniform Commercial Code 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 minimum payment due shall be increased or your loan term extended accordingly.

*Applies to Louisiana residents only:*

## **Louisiana law permits repossession of motor vehicles upon default without further notice or judicial process.**

If the secured collateral is a motor vehicle and you are in default, we may seize and sell the motor vehicle without demand for payment or advance notice to you. Collateral other than motor vehicles may be repossessed without judicial process only as allowed by applicable Louisiana law.

For purposes of foreclosure under Louisiana executory process, **you hereby confess judgment in our favor for all amounts secured by the Note**, including, but not limited to, principal, interest, late charges, costs of collection, costs of preservation of the collateral, reasonable attorney's fees, and all other amounts under the Note. We may appoint a keeper of the property in the event of foreclosure. To the extent allowed under Louisiana law, you hereby waive the following rights and procedures under Louisiana law: (a) all rights and benefit of appraisal; (b) notice of seizure; (c) the 3-day delay afforded under Articles 2331 and 2722; and (d) all other provisions under Articles 2331, 2722 and 2723 and all other Articles not specifically mentioned herein. You further agree that any declaration of fact made by authentic act by a person declaring that such facts are within his or her knowledge shall constitute authentic evidence of facts for the purposes of foreclosure under applicable Louisiana law and for the purposes of LSA-R.S. 9:3504(D)(6) and LSA-R.S. 10:9- 508, to the extent applicable.

### **PROPERTY INSURANCE; LENDER-PLACED INSURANCE - PLEASE READ CAREFULLY**

(a) Your requirement to maintain property insurance. You are required to carry insurance to protect your interest and our interest in the collateral securing this loan. The insurance:

- Must protect against any loss by fire or theft, and collision and comprehensive coverage on motor vehicles and other property pledged as security on this loan.
- Must (i) be in an amount and type sufficient to repair the collateral to its existing condition prior to the loss, and/or to replace the collateral with comparable or like property, minus depreciation, if it is damaged or lost; or (ii) be in an amount and type as we might otherwise inform you that we require.
- Must have a maximum deductible as set forth by us.
- Must be maintained in force for as long as the loan is outstanding.
- Must name us as loss payee. We must receive the loss payee endorsement within 30 days of your loan date.

These requirements are solely in our discretion and we may change any of these requirements at any time for any reason. The insurance may be obtained by any insurer of your choice that is acceptable to us.

(b) Lender-placed property insurance. Please read carefully:

- **If you fail to maintain insurance satisfying the requirements set forth above, or if you fail to provide us proof of such coverage, we may, but do not have to, obtain insurance to protect our interest (not yours) in the property.**
- **The total cost of lender-placed insurance will be added to the loan balance.** The total cost of this insurance includes, but is not limited to, the premium, any administrative costs we incur, any commissions that may be earned, and other reasonable expenses related to your failure to maintain insurance. This cost will be paid by you either on demand, or by increasing your periodic payment, or by extending the loan term.
- Whether we obtain insurance, and the amount and types of coverage that we may obtain, is solely in our discretion. We may obtain this insurance from anyone we want, including an affiliate of ours, and such affiliate may earn a commission on the coverage.
- **The insurance placed by us is without benefit to you personally,** and is primarily for our protection. It may not adequately protect your interest in the collateral or any personal property contained in the collateral, and will not satisfy any mandatory liability or financial responsibility requirements under state law.
- **Coverage obtained by us may be considerably more expensive than coverage you could obtain on your own** and may be different than previous policies you may have had or policies that you may prefer.
- Any insurance placed by us will be effective as of the date your policy lapsed or, if you never obtained insurance, the date of the loan.
- Nothing in this agreement is intended to confer third-party beneficiary rights or status to you with respect to any agreements between us and our insurer or its agent.

(c) How to remove lender-placed property insurance. **You may have the lender-placed coverage cancelled at any time by providing evidence to us that you have purchased insurance coverage satisfying the requirements set forth above.** If you do so, you will receive a refund of any unearned premiums and finance charges on the lender-placed coverages and your loan balance will be adjusted accordingly.

(d) Other. You assign us the right to receive and endorse any insurance proceeds check, to apply those proceeds to the sums you owe, and you direct any insurer to pay those proceeds directly to us. You further authorize us or our representative to obtain the necessary information for verification of adequate coverage. We, or our affiliates, may receive compensation or reimbursement of expenses related to any insurance premiums added by us.

(e) Default. If you fail to maintain insurance as set forth in this provision, you will be in default of your loan. We may either place our own insurance on the collateral as explained above, or we can declare you in default and take all remedies set forth in your loan agreement or available to us under applicable law, including calling the loan immediately due.

**APPLICATION FOR GROUP CREDIT INSURANCE**

Minnesota Life Insurance Company, 400 Robert Street North, St. Paul, MN 55101-2098

CREDIT LIFE INSURANCE		CREDIT DISABILITY INSURANCE		
GROUP POLICY NUMBER <b>32265-G-500</b>	INSURANCE MAX. (PER INDEBTEDNESS) <b>\$75,000</b>	GROUP POLICY NUMBER <b>32266-G-500, 540</b>	MAX. MONTHLY DISABILITY BENEFIT <b>\$1,000</b>	WAITING PERIOD <b>14 Days</b>
MAX. LOAN REPAYMENT PERIOD <b>180 Months</b>		MAX. LOAN REPAYMENT PERIOD <b>180 Months</b>	MAX. AGGREGATE DISABILITY BENEFIT (PER INDEBTEDNESS) <b>\$75,000</b>	RETROACTIVE BENEFIT <b>Yes</b>
TERM OF INSURANCE	TERMINATION DATE OF INSURANCE	TERM OF INSURANCE	TERMINATION DATE OF INSURANCE	CRITICAL PERIOD COVERAGE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

**NOTICE TO APPLICANT(S)**

I (we) are applying for the credit insurance coverage(s) selected above 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 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) understand that if Critical Period Disability Insurance Coverage is indicated above, a MAXIMUM of 12 MONTHLY DISABILITY BENEFITS ARE PAYABLE PER CLAIM OCCURRENCE.** I (we) also agree that:

1. I am eligible for life insurance if I am presently under age 70 and my loan is repayable within the maximum loan repayment period shown above. **In no event is life insurance coverage to remain in force beyond the date you reach age 70. Please read the "When does your insurance terminate?" provision.**
2. If joint life insurance is selected, we are eligible if the older applicant is presently under age 70 and our loan is repayable within the maximum loan repayment period shown above. We must be jointly and individually liable under the loan. Co-signers or guarantors are not eligible for insurance. **In no event is joint life insurance coverage to remain in force beyond the date the older of the two of you reaches age 70. Please read the "When does your insurance terminate?" provision.**
3. I am eligible for disability insurance if I am presently under age 66 and my loan is repayable within the maximum loan repayment period shown above. **In no event is disability insurance coverage to remain in force beyond the date you reach age 66. Please read the "When does your insurance terminate?" provision.**
4. A person signing this application as co-applicant is not eligible for single disability insurance.
5. If joint disability insurance is selected, we are eligible if the older applicant is presently under age 66 and our loan is repayable within the maximum loan repayment period shown above. We must be jointly and individually liable under the loan. Co-signers and guarantors are not eligible for insurance. **In no event is joint disability insurance coverage to remain in force beyond the date the older of the two of you reaches age 66. Please read the "When does your insurance terminate?" provision.**

The effective date of my (our) insurance will be the date of this application, the date the eligible loan is disbursed, or the date the note evidencing the loan is signed, whichever date is later.

**THIS INSURANCE CONTAINS LIMITATIONS/EXCLUSIONS PERTAINING TO BENEFITS PAYABLE.****CREDIT INSURANCE APPLIED FOR:**

CLOSED-END: Estimated Total Premium

- ☐ SINGLE LIFE INSURANCE  
☐ SINGLE DISABILITY INSURANCE (Primary Applicant Only)  
☐ JOINT LIFE INSURANCE  
☐ JOINT DISABILITY INSURANCE (100% Monthly Disability Benefit Amount for either applicant. Only one monthly disability benefit is payable.)

If Critical Period Coverage is indicated, a maximum of 12 monthly disability benefits are payable per claim occurrence. You are covered only for the types of coverage for which a selection is indicated on this application.

APPLICANT'S SIGNATURE  <b>X</b>	DATE	CO-APPLICANT'S SIGNATURE  <b>X</b>	DATE
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**NOTICE: With respect to insurance coverage on a balloon loan: If you have disability insurance coverage and are eligible for total disability benefits on the termination date of insurance, your balloon payment will only be insured up to an amount equal to your monthly disability benefit.**

**IF CRITICAL PERIOD DISABILITY INSURANCE COVERAGE, A MAXIMUM OF 12 MONTHLY DISABILITY BENEFITS ARE PAYABLE PER CLAIM OCCURRENCE.**

**LANDMARK CREDIT UNION****CERTIFICATE GROUP CREDIT INSURANCE  
OUTSTANDING BALANCE****MINNESOTA LIFE****Minnesota Life Insurance Company**

400 Robert Street North - St. Paul, Minnesota 55101-2098

**CERTIFICATE OF GROUP CREDIT LIFE AND DISABILITY INSURANCE**

This certificate is issued in consideration of your application and the payment of the required premium. It summarizes the main provisions of the group policy(ies) that affect you. You may examine the group policy(ies) at the principal office of the policyholder during regular business hours.

Problems with Your Insurance? ---- If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

Minnesota Life Insurance Company, Customer Service, 400 Robert Street North, St. Paul, MN 55101-2098

Telephone (651) 665-3500

You can also contact the Office of the Commissioner of Insurance, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the Office of the Commissioner of Insurance by contacting:

Office of the Commissioner of Insurance, Complaints Department, P.O. Box 7873, Madison, WI 53707-7873 Telephone (1-800-236-8517) (608-266-0103)

Notice of your right to examine this certificate for 30 days. It is important to us that you are satisfied with this insurance. If you are not satisfied, you may return this certificate to us or to your insurance representative within 30 days of its receipt, and you will receive a full refund of any premiums you have paid within 30 days after we receive your notice of cancellation.

IF THE TERM OF YOUR INSURANCE IS LESS THAN THE TERM OF YOUR LOAN - YOUR INSURANCE WILL TERMINATE ON THE DATE INDICATED IN YOUR APPLICATION. THE DEATH BENEFIT WILL ONLY BE PAYABLE IF DEATH OCCURS DURING THE TERM OF THE INSURANCE. DISABILITY INSURANCE, IF IN FORCE, WILL NOT COVER YOUR ENTIRE INDEBTEDNESS AND THE DISABILITY INSURANCE BENEFITS AVAILABLE WILL BE LESS THAN THE AMOUNT NECESSARY TO PAY OFF YOUR LOAN. TOTAL DISABILITY WILL NOT BE PAID FOR ANY PERIOD OF TOTAL DISABILITY COMMENCING OR CONTINUING AFTER THE TERMINATION DATE OF INSURANCE SHOWN IN THE SCHEDULE.

**LIFE INSURANCE**

What is the amount of the death benefit? The death benefit will be the lesser of: (1) the unpaid balance of your loan on the date of your death: or (2) the maximum amount of insurance specified on your application.

If you are jointly insured and you co-debtor dies, the death benefit will be determined on the same basis. Only one death benefit is payable, even if both jointly insured debtors should die on the same date.

Are there limitations/exclusions affecting the amount of the death benefit? As to each advance on your loan, we will not pay a claim but we will refund premium paid for insurance on that advance if death occurs within one year after the date of the advance and is caused by suicide, whether sane or insane.

If the initial amount of insurance is \$15,000 or less, the following will apply: As to each advance on your loan, we will not pay a claim on that advance if death occurs within six months after the date of the advance and is caused by a pre-existing medical condition as defined below.

A pre-existing medical condition is a condition for which you received or had, or which would have caused a reasonably prudent person to have sought, medical treatment, consultation, advice or diagnostic tests either for that same condition or a related condition within the six month period immediately prior to the date of the advance.

If you applied for joint life insurance, these limitations/exclusions also apply to your co-debtor.

**DISABILITY INSURANCE**

What is the amount of your monthly disability benefit? Your monthly disability benefit will be an amount equal to the lesser of: (1) your minimum scheduled installment payment as specified in your loan agreement, excluding any delinquencies and/or late fees, due in the month in which total disability commences; or (2) the maximum monthly disability benefit specified in your application.

If your minimum scheduled installment payment increases according to a procedure specified in your loan agreement to recognize periodic changes in the loan interest rate (variable interest loan), we will increase your monthly disability benefit accordingly provided: (1) the date of scheduled installment payment increase is after total disability commences; and (2) the maximum monthly disability benefit we were paying immediately prior to the increase was not limited to the maximum monthly disability benefit available.

In no event will any other increase (or decrease) in your minimum scheduled installment payment, after total disability commences, serve to change the amount of monthly disability benefit payable.

If joint disability insurance is in force and both jointly insured debtors are totally disabled at any given time, the amount of the monthly disability benefit will be determined based on the first jointly insured debtor to become disabled and only one monthly disability benefit is payable. Where one of the insured debtors becomes no longer totally disabled, the monthly disability benefit is determined based on the remaining totally disabled insured debtor.

Will the monthly disability benefit be prorated? Yes. Benefits will accrue on a daily basis; that is, we will pay the monthly disability benefit for a full month of total disability and we will prorate the monthly disability benefit on the basis of a 30 day month for a period of continuous total disability that is less than one month in duration.

What is the definition of total disability? During the first twelve months of disability, your complete and continuous inability, due to either sickness or injury, to perform the regular duties of your occupation. Thereafter, your complete and continuous inability, due to either sickness or injury, to engage in any occupation for which you are reasonably suited by age, education, training or experience.

What is critical period insurance coverage? Critical period insurance coverage is disability insurance coverage that provides for a maximum number of monthly disability benefit payments per claim occurrence. The maximum number of monthly disability benefits is as shown in your application.

For how long will monthly disability benefits be paid? We will pay the monthly disability benefit for any continuous period of total disability until any one of the following conditions are met: (1) the payments total an amount equal to the unpaid balance of your loan on the date total disability commences, including principal and interest, under the terms of the loan note or agreement; or (2) the maximum aggregate disability benefit specified in your application

has been paid; or (3) your loan reaches its initial scheduled maturity date or; if the maturity date has been adjusted according to a procedure specified in the loan agreement to recognize periodic changes in the loan interest rate (variable interest loan), your loan reaches its adjusted maturity date; or (4) the termination date of insurance as shown in your application is reached; or (5) if critical period disability insurance coverage is in force, when the maximum number of monthly disability benefits payable per claim occurrence are paid; or (6) your loan is discharged through payment or prepayment; or (7) you reach age 66.

What if you suffer recurrent periods of total disability? If, following a period of total disability, you engage on a full-time basis in any occupation for a continuous period of three months or more, any subsequent period of total disability resulting from the same or related cause or causes will be considered a new period of total disability. However, if the period during which you engage in any occupation is less than three months, any subsequent period of total disability resulting from the same or related cause or causes will be considered a continuation of the preceding period of total disability.

If you are totally disabled and sustain an additional sickness or injury which would be in and of itself totally disabling, the additional sickness or injury will not be considered a new period of total disability.

What disabilities are not covered? We will not insure any loss resulting directly or indirectly from any total disability caused by: (1) intentionally self-inflicted injuries; or (2) normal pregnancies, normal childbirths or elective abortions. Complications due to pregnancy or childbirth will be covered only if the complications themselves are totally disabling; or (3) war or any act of war, whether such war is declared or undeclared; or (4) as to each advance on your loan; a condition for which you received or had, or which would have caused a reasonably prudent person to have sought, medical treatment, consultation, advice or diagnostic tests either for that same condition or a related condition within the six month period immediately prior to the date of the advance and which results in total disability commencing within six months after the date of the advance.

#### GENERAL PROVISIONS

To whom will benefits be payable? Claim payments will be made to the policyholder to reduce or extinguish your loan. If claim payments are more than the balance of your loan, remaining payments will be made to you or to your estate or, if required by law and you have named one, to a secondary beneficiary.

When will benefits be payable? The death benefit will be payable when we receive a certified copy of the death certificate and a statement from the policyholder.

Disability benefits will be payable when we receive proof you have become totally disabled while you are insured and prior to your 66th birthday. Also, you must be under the regular care of a physician, when medically necessary, for the sickness or injury. We will pay the monthly disability benefit at the end of each month of continuous total disability following the expiration of the waiting period. If the retroactive benefit is effective, we will pay the monthly disability benefit at the end of each month of continuous total disability from the date total disability commences but benefits will not begin until the waiting period expires.

When must notice of a disability claim be given? You must give us notice within 30 days or as soon as possible after the occurrence or commencement of any loss covered by the group policy. The notice of claim must be in writing and given to our authorized agent or sent to our home office in St. Paul, Minnesota. We shall have the right to have you examined at our own expense as often as may reasonably be required while a disability claim is being considered or paid.

As deemed necessary to determine continued disability we may also request written proof of loss during the course of a claim. How are premiums calculated? Premiums for your insurance are calculated each month on the remaining insured outstanding balance of your loan using the premium rate in effect under the group policy. The premium rate is subject to change not more than once each year upon 30 days prior written notice to you.

How are refunds calculated? If your insurance terminates before the termination date of insurance or the premium you were charged is greater than the premium required for your age and amount of insurance, the unearned premium will be refunded to you. The method of calculating refunds is the "Pro Rata" formula. However, refunds of less than \$1.00 will not be made.

When does your insurance terminate? Your insurance will terminate on the date any of the following events occurs: (1) your loan is discharged through payment, prepayment, renewal or refinancing; or (2) your loan reaches its scheduled maturity date or, if the maturity date has been adjusted according to a procedure specified in the loan agreement to recognize periodic changes in the loan interest rate (variable interest loan), the date your loan reaches the adjusted maturity date; or (3) the termination date of insurance as shown in your application is reached; or (4) for coverage on an open-end loan account, the date the open-end loan account terminates; or (5) the policyholder transfers the loan without recourse and no longer services the loan; or (6) any required loan repayment which includes your insurance premium is more than 90 days overdue; or (7) you request in writing that your insurance be terminated; or (8) the group policy terminates provided you receive 30 days written notice; or (9) you die. If joint insurance is in force, your insurance terminates on both you and your co-debtor on the date either you or your co-debtor die and a life benefit is paid; or (10) you reach age 66 and have disability insurance. If joint disability insurance is in force and insurance terminates on one of you due to attainment of age 66, insurance will continue on the other insured under single disability coverage if that person is under age 66; or (11) you reach age 70 and have life insurance. If joint life insurance is in force and insurance terminates on one of you due to attainment of age 70, insurance will continue on the other insured under single life coverage if that person is under age 70.

Termination of your insurance shall be without prejudice to any claim that occurred prior to such termination.

What if your age is misstated? If you stated you were under age 66 and you applied for disability coverage or you stated you were under age 70 and you applied for life coverage but you were not, we will refund your premium when we discover this and no benefits will be paid. If you applied for joint insurance, these also apply to your co-debtor.

Can we contest your insurance? After your insurance has been in force during your lifetime for two years from the effective date of your insurance (excluding any period during which you are disabled), we cannot contest your insurance for any loss that is incurred more than two years after the effective date, except for the nonpayment of premium or, with respect to disability coverage only, fraudulent statements.

If the indebtedness insured by this certificate is a refinancing or renewal of a previously insured indebtedness of yours, the effective date of insurance with respect to the provisions of this certificate, to the extent of the amount of the indebtedness outstanding at the time of the refinancing or renewal, will be deemed to be the first date on which you became insured under the policy covering the indebtedness which is refinanced or renewed.

What if joint insurance is terminated because of suicide, contestability, or eligibility? In the case of joint insurance, if coverage is terminated with respect to one of the joint insureds in accordance with the provisions on suicide, contestability or age eligibility contained in this certificate, a refund will be made which is equal to the difference between the premium actually charged for the joint coverage and the premium that would have been charged if only single coverage had been issued and insurance will continue on the other insured under a single coverage basis.

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Minnesota Life Insurance Company 400 Robert Street North St. Paul, Minnesota 55101-2098

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**KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS**

**PROBLEMS WITH YOUR INSURANCE?** - If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

MINNESOTA LIFE INSURANCE COMPANY  
400 ROBERT STREET NORTH  
ST PAUL MN 55101-2098  
(651) 665-3500

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by writing to:

OFFICE OF THE COMMISSIONER OF INSURANCE  
COMPLAINTS DEPARTMENT  
PO BOX 7873  
MADISON WI 53707-7873

or, you can call 1-800-236-8517 outside of Madison or 1-608-266-0103 in Madison, and request a complaint form.



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CREDIT UNION®**  
*You're worth more here.*

5445 S. Westridge Dr.  
New Berlin, WI 53151



## CREDIT SCORE DISCLOSURE NOTICE

BORROWER'S NAME AND ADDRESS

**JOSHUA D BOYCE**  
**524 E RYAN RD**  
**OAK CREEK, WI 53154-4538**

DATE

**03/01/2019**

LOAN NUMBER

**144**

MEMBER NUMBER

**6198850**

### Your Credit Score and the Price You Pay for Credit

#### Your Credit Score

Your credit score

**718**

Source: TransUnion, LLC

2 Baldwin Place, P.O. Box 1000

Chester, PA 19022

(800) 888-4213

www.transunion.com/myoptions

Date: **02/27/2019**

#### Understanding Your Credit Score

**What you should know  
about credit scores**

Your credit score is a number that reflects the information in your credit report.

Your credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors.

Your credit score can change, depending on how your credit history changes.

**How we use your  
credit score**

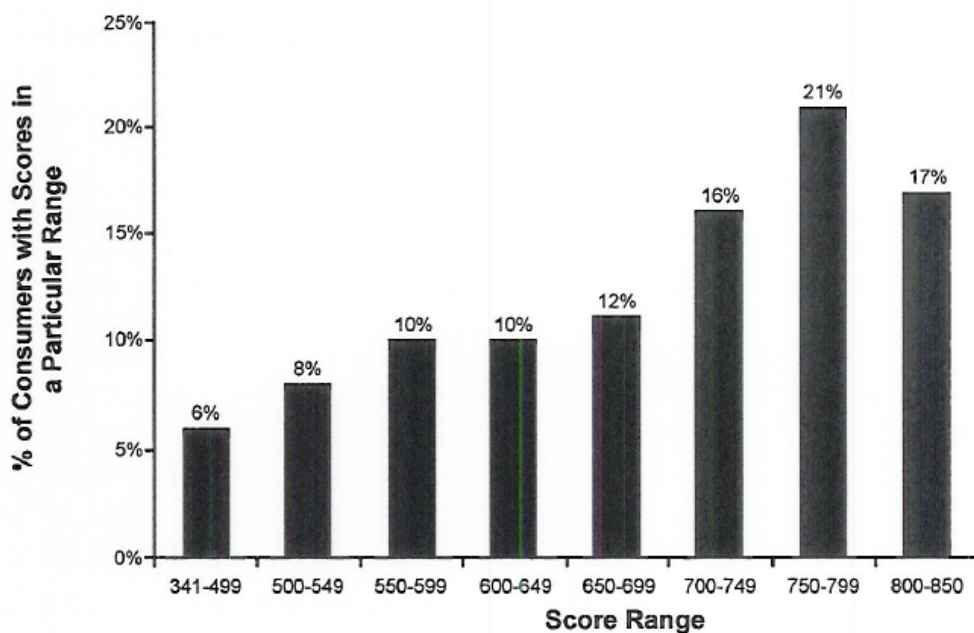
Your credit score can affect whether you can get a loan and how much you will have to pay for that loan.

**The range of scores**

Scores range from a low of **300** to a high of **850**.

Generally, the higher your score, the more likely you are to be offered better credit terms.

**How your score  
compares to the scores  
of other consumers**



## Checking Your Credit Report

### What if there are mistakes in your credit report?

You have a right to dispute any inaccurate information in your credit report. If you find mistakes on your credit report, contact the consumer reporting agency.

It is a good idea to check your credit report to make sure the information it contains is accurate.

### How can you obtain a copy of your credit report?

Under federal law, you have the right to obtain a free copy of your credit report from each of the nationwide consumer reporting agencies once a year.

To order your free annual credit report —

*By telephone:* Call toll-free: 1-877-322-8228

*On the web:* Visit [www.annualcreditreport.com](http://www.annualcreditreport.com)

*By mail:* Mail your completed Annual Credit Report Request Form (which you can obtain from the Federal Trade Commission's web site at <http://www.ftc.gov/bcp/online/include/requestformfinal.pdf>) to:

Annual Credit Report Request Service  
P.O. Box 105281  
Atlanta, GA 30348-5281

### How can you get more information?

For more information about credit reports and your rights under federal law, visit the Consumer Financial Protection Bureau's web site at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

If you applied for credit with a co-borrower or co-signer/guarantor, their credit score(s) may have affected the rate you have received. We are prohibited by law from disclosing a co-borrowers or co-signer/guarantors credit score to you; they will receive a separate Credit Score Disclosure Notice.