



Direct Consolidation Loan Application and Promissory Note

William D. Ford Federal Direct Loan Program

OMB No. 1845-0053
Form Approved
Exp. Date 04/30/2019

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form or any accompanying document is subject to penalties that may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

BEFORE YOU BEGIN

Read the Instructions for Completing the Direct Consolidation Loan Application and Promissory Note ("Instructions").

NOTE: PAGES 1 THROUGH 5 MUST BE SUBMITTED FOR YOUR LOAN APPLICATION TO BE PROCESSED.

BORROWER INFORMATION

1. Last Name: Meindl First Name: Max Middle Initial: J
2. Former Name(s): _____
3. Social Security Number: 099-40-3134
4. Date of Birth: 06-21-1951
5. Permanent Address (Street, City, State, Zip Code) (if P.O. box or general delivery, see Instructions):
5 E AUSTIN ST, BELLVILLE, TX, 774182201, US
6. Area Code/Telephone Number: (832) 293-3671
7. Email Address (optional): femamax@gmail.com
8. Driver's License State and Number: TX 06492119
9. Employer's Name and Address (Street, City, State, Zip Code):
DHS/FEMA 500 C St SW , Washington, DC, 20472
10. Work Area Code/Telephone Number: _____

REFERENCE INFORMATION

List two persons with different U.S. addresses who do not live with you and who have known you for at least three years.

11. Last Name: Meindl First Name: Rachel Middle Initial: P
Permanent Address (Street, City, State, Zip Code):
5 East Austin , Bellville, TX, 77418
Email Address (optional): _____
Area Code/Telephone Number: (281) 782-3089
Relationship to You: SPOUSE
12. Last Name: Meindl First Name: Elisabeth Middle Initial: B
Permanent Address (Street, City, State, Zip Code):
226 ORIOLE APT 4 , HOUSTON, TX, 77018
Email Address (optional): _____
Area Code/Telephone Number: (713) 458-8524
Relationship to You: sibling

LOANS YOU WANT TO CONSOLIDATE

READ THE INSTRUCTIONS BEFORE COMPLETING THIS SECTION. List each federal education loan that you want to consolidate, including any Direct Loan Program loans that you want to include in your Direct Consolidation Loan. If you need more space to list loans, use the Additional Loan Listing Sheet included with this Note. List each loan separately.

We will send you a notice before we consolidate your loans. This notice will **(1)** provide you with information about the loans and payoff amounts that we have verified, and **(2)** tell you the deadline by which you must notify us if you want to cancel the Direct Consolidation Loan, or if you do not want to consolidate one or more of the loans listed in the notice. The notice will include information about loans that you listed in this section. If you have additional loans with a holder of a loan that you listed in this section, the notice may also include information about those additional loans. **SEE THE INSTRUCTIONS FOR MORE INFORMATION ABOUT THE NOTICE WE WILL SEND.**

IN THIS SECTION, LIST ONLY LOANS THAT YOU WANT TO CONSOLIDATE

| 13. Loan Code (see Instructions) | 14. Loan Holder/Service Name, Address, and Area Code/Telephone Number (see Instructions) | 15. Loan Account Number | 16. Estimated Payoff Amount |
|-------------------------------------|---|----------------------------|--------------------------------|
| K | DEPT OF ED/HESC-EDFINANCIAL P.O. BOX 105193 ATLANTA, GA 303485193 | 099403134U16G77778102 | \$16,974.00 |
| E | DEPT OF ED/HESC-EDFINANCIAL P.O. BOX 105193 ATLANTA, GA 303485193 | 099403134S16G77778102 | \$6,188.00 |
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17. Grace Period End Date. If any of the loans you want to consolidate are in a grace period, you can have the processing of your Direct Consolidation Loan application delayed until the end of your grace period by entering your expected grace period end date in the space provided.

If you leave this item blank or if you are not consolidating any loans that are in a grace period, we will begin processing your Direct Consolidation Loan application as soon as we receive this Note and any other required documents. Any loans listed in the Loans You Want to Consolidate section that are in a grace period will enter repayment immediately upon consolidation. You will then lose the remaining portion of the grace period on those loans.

Expected Grace Period End Date (month/year): _____

LOANS YOU DO NOT WANT TO CONSOLIDATE

READ THE INSTRUCTIONS BEFORE COMPLETING THIS SECTION. List all education loans that you are **not** consolidating, but want us to consider when we calculate the maximum repayment period for your Direct Consolidation Loan (see Item 11 of the Borrower's Rights and Responsibilities Statement that accompanies this Note). Remember to include any Direct Loan Program loans that you do not want to consolidate. If you need more space to list loans, use the Additional Loan Listing Sheet included with this Note. List each loan separately.

We will send you a notice before we consolidate your loans. This notice will **(1)** provide you with information about the loans and payoff amounts that we have verified, and **(2)** tell you the deadline by which you must notify us if you want to cancel the Direct Consolidation Loan, or if you do not want to consolidate one or more of the loans listed in the notice. The notice may also include information about any loans you listed in this section, but these loans listed will **not** be consolidated. **SEE THE INSTRUCTIONS FOR MORE INFORMATION ABOUT THE NOTICE WE WILL SEND.**

IN THIS SECTION, LIST ONLY LOANS THAT YOU DO NOT WANT TO CONSOLIDATE

| 18. Loan Code (see Instructions) | 19. Loan Holder/Servicer Name, Address, and Area Code/Telephone Number (see Instructions) | 20. Loan Account Number | 21. Current Balance |
|----------------------------------|---|-------------------------|---------------------|
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REPAYMENT PLAN SELECTION

To understand your repayment plan options, carefully read the repayment plan information in Item 11 of the **Borrower's Rights and Responsibilities Statement** that accompanies this Note and in any supplemental materials you receive with this Note. Then select a repayment plan for your Direct Consolidation Loan:

- To select the Standard Repayment Plan, the Graduated Repayment Plan, or the Extended Repayment Plan, complete the **Repayment Plan Selection** form that accompanies this Note.
- To select the Revised Pay As You Earn Repayment Plan (REPAYE Plan), the Pay As You Earn Repayment Plan (PAYE Plan), the Income-Based Repayment Plan (IBR Plan), or the Income-Contingent Repayment Plan (ICR Plan), complete the Income-Driven Repayment Plan Request form that accompanies this Note or visit StudentLoans.gov to complete the Income-Driven Repayment Plan Request online.

NOTE: You **must** select the REPAYE Plan, the PAYE Plan, the IBR Plan, or the ICR Plan for repayment of your Direct Consolidation Loan if:

- You want to consolidate a defaulted loan and you have not made a satisfactory repayment arrangement with your current loan holder(s); or
- You are consolidating a delinquent Federal Consolidation Loan that the lender has submitted to the guaranty agency for default aversion, or you are consolidating a defaulted Federal Consolidation Loan, and you are not consolidating any additional eligible loans.

BORROWER UNDERSTANDINGS, CERTIFICATIONS, AND AUTHORIZATIONS

22. I understand that:

A. Applying for a Direct Consolidation Loan does not obligate me to agree to take the loan. The U.S. Department of Education (ED) will provide me with:

- The deadline by which I must notify ED if I want to cancel the Direct Consolidation Loan, or if I do not want to consolidate any of the loans that ED has verified; and
- A notice containing information about the loans and payoff amounts that ED has verified with the holders of my loans or through ED's National Student Loan Data System (NSLDS) before the actual payoffs occur.

The notice that ED sends will include information about the loans I listed in the **Loans You Want to Consolidate** section of this Note. If I have additional loans that are with a holder of a loan listed in the **Loans You Want to Consolidate** section, but I did not list those loans in that section, the notice may also include information about those additional loans. **I must inform ED by the deadline specified in the notice if I do not want all of the loans listed in the notice to be consolidated.**

The notice that ED sends may also include information about loans I listed in the **Loans You Do Not Want to Consolidate** section of this Note, but these loans will **not** be consolidated.

BORROWER UNDERSTANDINGS, CERTIFICATIONS, AND AUTHORIZATIONS (CONTINUED)

B. I understand that if ED accepts this application for a Direct Consolidation Loan, ED will send funds to the holders of the loans that I want to consolidate to pay off those loans. The amount of my Direct Consolidation Loan will be the sum of the balances of my outstanding eligible loans that I have chosen to consolidate. The payoff amount may be greater than or less than the estimated total balance I have indicated in the Loans You Want to Consolidate section.

The outstanding balance on each loan to be consolidated includes unpaid principal, unpaid accrued interest and late charges as defined by federal regulations and as certified by the loan holder. Collection costs may also be included. For a Direct Loan Program or Federal Family Education Loan (FFEL) Program loan that is in default, the amount of any collection costs that may be included in the payoff balances of the loans is limited to a maximum of 18.5% of the outstanding principal and interest. For any other defaulted federal education loans, all collection costs that are owed may be included in the payoff balances of the loans.

C. If the amount ED sends to my loan holders is more than the amount needed to pay off the balances of the selected loans, the holders will refund the excess amount to ED and this amount will be applied against the outstanding balance of my Direct Consolidation Loan. If the amount that ED sends to my holders is less than the amount needed to pay off the balances of the loans selected for consolidation, ED will include the remaining amount in my Direct Consolidation Loan.

D. If I am consolidating loans made under the FFEL, Direct Loan, or Federal Perkins Loan (Perkins Loan) programs, the outstanding balance of my Direct Consolidation Loan counts against the applicable aggregate loan limits for each type of loan. Under the Act, as defined under "Governing Law" in the Note Terms and Conditions section of this Note, the percentage of the original amount of my Direct Consolidation Loan that is attributable to each loan type is counted against the loan limit for that type of loan.

E. I agree to repay my Direct Consolidation Loan under the REPAYE Plan, the PAYE Plan, the IBR Plan, or the ICR Plan if:

- I am consolidating a defaulted loan and I have not made a satisfactory repayment arrangement with the current holder of the defaulted loan, or
- I am consolidating a delinquent Federal Consolidation Loan (a Federal Consolidation Loan is a consolidation loan made under the FFEL Program) that the lender has submitted to the guaranty agency for default aversion or a defaulted Federal Consolidation loan, and I am not including another eligible loan in the consolidation.

F. I may not consolidate an existing Direct Consolidation Loan unless I include at least one additional eligible loan in the consolidation.

G. I may consolidate an existing Federal Consolidation Loan without including an additional eligible loan in the consolidation if I am:

- Consolidating a delinquent Federal Consolidation Loan that the lender has submitted to the guaranty agency for default aversion, or consolidating a defaulted Federal Consolidation Loan, and I agree to repay my new Direct Consolidation Loan under the REPAYE Plan, the PAYE Plan, the IBR Plan, or the ICR Plan;
- Consolidating a Federal Consolidation Loan to use the Public Service Loan Forgiveness Program; or
- Consolidating a Federal Consolidation Loan to use the no accrual of interest benefit for active duty service members.

H. If I consolidate my loans, I may no longer be eligible for certain deferments, subsidized deferment periods, certain types of loan discharges or loan forgiveness, borrower defenses to repayment based on acts or omissions of the school I attended, reduced interest rates, or repayment incentive programs that were available on the loans I am consolidating.

I. If I am consolidating a Perkins Loan:

- I will no longer be eligible for interest-free periods while I am enrolled in school at least half time, in the grace period on my loan, and during deferment periods; and
- I will no longer be eligible for full or partial loan cancellation under the Perkins Loan Program based on years of service in one of the following occupations: teacher in a low-income elementary or secondary school; staff member in an eligible preschool program; special education teacher; member of the Armed Forces who qualifies for special pay; Peace Corps volunteer or volunteer under the Domestic Volunteer Service Act of 1973; law enforcement or corrections officer; attorney in an eligible defender organization; teacher of mathematics, science, foreign languages, bilingual education or any other high-need field; nurse or medical technician providing health care services; employee of a public or private nonprofit child or family service agency that services high-risk children from low-income families and their families; fire fighter; faculty member at a Tribal College or University; librarian; or speech language pathologist.

J. Any payments I made on the loans I am consolidating before the date of consolidation will not count toward:

- The number of years of qualifying repayment required for loan forgiveness under the REPAYE Plan, the PAYE Plan, the IBR Plan, or the ICR Plan (see Item 11 of the Borrower's Rights and Responsibilities Statement), or
- The 120 qualifying payments required for Public Service Loan Forgiveness (see Item 18 of the Borrower's Rights and Responsibilities Statement).

K. If I am consolidating a Direct PLUS Loan or a Federal PLUS Loan that I obtained to help pay for my child's undergraduate education, I am not eligible to repay my Direct Consolidation Loan under the REPAYE Plan, the PAYE Plan, or the IBR Plan. However, I may repay my Direct Consolidation Loan under the ICR Plan.

L. If I am consolidating a Direct Loan Program loan first disbursed before July 1, 2012 on which I received an up-front interest rebate, and I have not yet made the first 12 required on-time payments on that loan at the time the loan is consolidated, I will lose the rebate. This means that the rebate amount will be added back to the principal balance of the loan before it is consolidated.

M. ED will give me the opportunity to pay the interest that accrues on the unsubsidized portion of my Direct Consolidation Loan during deferment periods (including in-school deferment periods) and on the entire portion of my Direct Consolidation Loan during forbearance periods. If I do not pay the interest that accrues during these periods, ED may add the unpaid interest that accrues to the principal balance of my loan (this is called "capitalization") at the end of the deferment or forbearance period. Capitalization will increase the principal balance on my loan and the total amount of interest I must pay.

BORROWER UNDERSTANDINGS, CERTIFICATIONS, AND AUTHORIZATIONS (CONTINUED)

N. If I consolidate my loans **after** I have begun active duty military service, my new Direct Consolidation Loan will **not** qualify for the 6% interest rate limit under the Servicemembers Civil Relief Act as described in Item 7 of the Borrower's Rights and Responsibilities Statement during that period of military service.

O. ED has the authority to verify information reported on this Note with other federal agencies.

23. Under penalty of perjury, I certify that:

A. The information I have provided on this Note is true, complete, and correct to the best of my knowledge and belief and is made in good faith.

B. All of the loans I have selected for consolidation have been used to finance my education or the education of one or more of my children.

C. All of the loans I have selected for consolidation are in a grace period or in repayment ("in repayment" includes loans in deferment or forbearance).

D. If I owe an overpayment on a Federal Perkins Loan, Federal Pell Grant, Federal Supplemental Educational Opportunity Grant, Academic Competitiveness Grant (ACG), National Science and Mathematics Access to Retain Talent (SMART) Grant, or Leveraging Educational Assistance Partnership Grant, I have made satisfactory arrangements to repay the amount owed.

E. If I am in default on any loan I am consolidating, I have either made a satisfactory repayment arrangement with the holder of that defaulted loan, or I will repay my Direct Consolidation Loan under the REPAYE Plan, the PAYE Plan, the IBR Plan, or the ICR Plan, except that I **MUST** repay my Direct Consolidation Loan under the REPAYE Plan, the PAYE Plan, the IBR Plan, or the ICR Plan under the conditions described above in Item 22.E.

F. If I have been convicted of, or if I have pled *nolo contendere* (no contest) or guilty to, a crime involving fraud in obtaining funds under a program authorized under Title IV of the Higher Education Act of 1965, as amended (HEA), I have fully repaid the funds to ED or to the loan holder in the case of a Title IV federal student loan. The Title IV, HEA programs include the Federal Pell Grant, FSEOG, ACG, SMART Grant, Leveraging Educational Assistance Partnership Grant, Teacher Education Assistance for College and Higher Education (TEACH) Grant, Federal Work-Study (FWS), Federal Perkins Loan, Direct Loan, and FFEL programs.

24. I make the following authorizations:

A. I authorize ED to contact the holders of the loans I have selected for consolidation to determine the eligibility for consolidation and the payoff amounts of:

- The loans listed in the Loans You Want to Consolidate section of this Note, and
- Any of my other federal education loans that are held by a holder of a loan listed in the Loans You Want to Consolidate section.

I further authorize the release of any information required to consolidate my education loans, in accordance with the Act, to ED or its agents and contractors.

B. I authorize ED to issue the proceeds of my Direct Consolidation Loan to the holders of the selected loans to pay off those loans.

C. I authorize ED and its agents and contractors to investigate my credit record and report information about my loan status to persons and organizations permitted by law to receive that information.

D. I authorize my schools, ED, and their agents and contractors to release information about my Direct Consolidation Loan to the references I provide and to my immediate family members, unless I submit written directions otherwise.

E. I authorize my schools, ED, and their agents and contractors to share information about my loan with each other.

F. I authorize my schools, ED, and their agents and contractors to contact me regarding my loan request or my loan, including repayment of my loan, at any cellular telephone number I provide now or in the future using automated dialing equipment or artificial or prerecorded voice or text messages.

PROMISE TO PAY

25. I promise to pay ED all sums disbursed under the terms of this Note to pay off my prior loan obligations, plus interest and other charges and fees that may become due as provided in this Note.

26. If I do not make a payment on my Direct Consolidation Loan when it is due, I will also pay reasonable collection costs, including but not limited to attorney fees, court costs, and other fees.

27. My signature on this Note serves as my authorization to pay off the balances of the loans I have selected for consolidation as provided by the holders of the loans.

28. I will not sign this Note before reading the entire Note, even if I am told not to read it, or told that I am not required to read it. I am entitled to an exact copy of this Note and the **Borrower's Rights and Responsibilities Statement**.

29. My signature certifies that I have read, understand, and agree to the terms and conditions of this Note, including the **Borrower Understandings, Certifications, and Authorizations** section, and the **Borrower's Rights and Responsibilities Statement**.

I UNDERSTAND THAT THIS IS A LOAN THAT I MUST REPAY.

30. Borrower's Signature:

Max J Meindl

Today's Date(mm-dd-yyyy) 04-22-2022

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