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RECORDER

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2963-1200

DELAWARE COUNTY IOWA

FILED

Prepared by JANE HERMSEN for Dupaco Community Credit Union, 3299 Hillcrest, Dubuque, Iowa 52001, Phone 319/557-1700.

| | |
|---|---|
| DARYLD D. LEWIN<br>LYNN M. LEWIN<br>117 MARY ST.<br>EARLVILLE, IA 52041<br>**MORTGAGOR**<br>"I" includes each mortgagor above. | DUPACO COMMUNITY CREDIT UNION<br>DUBUQUE, IOWA 52001<br>**MORTGAGEE**<br>"You" means the mortgagee, its successors and assigns. |

**REAL ESTATE MORTGAGE:** For value received, I, DARYLD D. LEWIN & LYNN M. LEWIN, AS HUSBAND AND WIFE, sell, convey and mortgage to you on SEPT. 26, 1996, the real estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements and fixtures that may now or at anytime in the future be part of the property (all called the "property").

**PROPERTY ADDRESS:** 117 MARY ST. (Street), EARLVILLE (City), Iowa 52041 (Zip Code)

**LEGAL DESCRIPTION:**

LOT FOUR (4), BLOCK FIVE (5), S.E. HASKINS' ADDITION TO NOTTINGHAM, NOW EARLVILLE, IOWA, ACCORDING TO PLAT RECORDED IN BOOK 1 PLATS, PAGE 32.

40-89

For Release, See Book 44
Page 185 5/27/97

located in DELAWARE County, Iowa.

**TITLE:** I covenant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due and _____.

**SECURED DEBT:** This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in this mortgage and in any other document incorporated herein. Secured debt, as used in this mortgage, includes any amounts I may at any time owe you under this mortgage, the instrument or agreement described below, any renewal, refinancing, extension or modification of such instrument or agreement, and, if applicable, the future advances described below.

The secured debt is evidenced by (describe the instrument or agreement secured by this mortgage and the date thereof):

HOME EQUITY AGREEMENT DATED SEPT. 26, 1996

The above obligation is due and payable on SEPT. 26, 2016 if not paid earlier.

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of THIRTY SIX THOUSAND FIVE HUNDRED DOLLARS AND NO/100-- Dollars ($ 36,500.00), plus interest.

☒ **Future Advances:** The above amount is secured even though all or part of it may not yet be advanced. Future advances are contemplated and will be secured to the same extent as if made on the date this mortgage is executed.

**NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF $ 36,500.00. LOANS AND ADVANCES UP TO THIS AMOUNT, TOGETHER WITH INTEREST, ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES AND LIENS.**

☒ **Variable Rate:** The interest rate on the obligation secured by this mortgage may vary according to the terms of that obligation.

☒ A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this mortgage and made a part hereof.

**RIDERS:** ☐ Commercial ☐ Construction ☐ _____

**I understand that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; and that by signing this contract, I voluntarily give up my right to this protection for this property with respect to claims based upon this contract.**

Darryld D Lewin 9-26-96 Lynn M. Lewin 9-26-96
(Signature) DARYLD Lewin (Date) (Signature) LYNN M. Lewin (Date)

**SIGNATURES:** By signing below, I agree to the terms and covenants contained on both sides of this mortgage and in any riders described above that I have signed. I also acknowledge receipt of a copy of this mortgage on today's date.

Darryld D Lewin
DARYLD Lewin.

Lynn M. Lewin
LYNN M. Lewin

**ACKNOWLEDGMENT:** STATE OF IOWA, COUNTY OF DELAWARE } ss.

On this 26TH day of SEPTEMBER, 1996 before me, a Notary Public in the State of Iowa, personally appeared DARYLD D. LEWIN & LYNN M. LEWIN, AS HUSBAND & WIFE,

Individual Acknowledgment [ to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that THEY executed the same as THEIR voluntary act and deed.

Notary Public In The State Of Iowa

LARRY ROBERTSON
MY COMMISSION EXPIRES
11/25/97

DATE 10-8-96 BOOK 42 PAGE 89 IOWA

## COVENANTS

**1. Payments.** I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt (exclusive of interest or principal), second, to interest and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.

**2. Claims against Title.** I will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, and other charges relating to the property when due. You may require me to provide to you copies of all notices that such amounts are due and the receipts evidencing my payments. I will defend title to the property against any claims that would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.

**3. Insurance.** I will keep the property insured under terms acceptable to you at my expense and for your benefit. This insurance will include a standard mortgage clause in your favor. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.

**4. Property.** I will keep the property in good condition and make all repairs reasonably necessary. I will give you prompt notice of any loss or damage to the property.

**5. Expenses.** Except when prohibited by law, I agree to pay all your expenses, including reasonable attorneys' fees, if I breach any covenants in this mortgage or in any obligation secured by this mortgage. I will pay these amounts to you as provided in Covenant 10 of this mortgage.

**6. Default and Acceleration.** If I fail to make any payment when due or breach any covenants under this mortgage, any prior mortgage or any obligation secured by this mortgage, you may either accelerate the maturity of the secured debt and demand immediate payment or exercise any other remedy available to you. You may foreclose this mortgage in the manner provided by law.

**7. Assignment of Rents and Profits.** I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If I default, you may, as provided by law, have the court appoint a receiver and the receiver may take possession and manage the property and collect the rents, income and profits. Any amounts so collected shall be applied first to the costs of managing the property, including, but not limited to, all taxes, assessments, insurance premiums, repairs, court costs and attorneys' fees, commissions to rental agents, and any other necessary related expenses. The remaining amounts will then apply to payments on the secured debt as provided in Covenant 1.

**8. Prior Security Interests.** I will make payments when due and perform all other covenants under any mortgage, deed of trust, or other security agreement that has priority over this mortgage. I will not make or permit any modification or extension of any mortgage, deed of trust or other security interest that has priority over this mortgage or any note or agreement secured thereby without your written consent. I will promptly deliver to you any notices I receive from any person whose rights in the property have priority over your rights.

**9. Leaseholds; Condominiums; Planned Unit Developments.** I agree to comply with the provisions of any lease if this mortgage is on a leasehold. If this mortgage is on a unit in a condominium or a planned unit development, I will perform all of my duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

**10. Authority of Mortgagee to Perform for Mortgagor.** If I fail to perform any of my duties under this mortgage, or any other mortgage, deed of trust, lien or other security interest that has priority over this mortgage, you may perform the duties or cause them to be performed. You may sign my name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a reasonable manner, you may do whatever is necessary to protect your security interest in the property. This may include completing the construction.

Your failure to perform will not preclude you from exercising any of your other rights under the law or this mortgage.

Any amounts paid by you to protect your security interest will be secured by this mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect from time to time on the secured debt.

**11. Inspection.** You may enter the property to inspect if you give me notice beforehand. The notice must state the reasonable cause for your inspection.

**12. Condemnation.** I assign to you the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.

**13. Waiver.** By exercising any remedy available to you, you do not give up your rights to later use any other remedy. By not exercising any remedy, if I default, you do not waive your right to later consider the event a default if it happens again.

**14. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** All duties under this mortgage are joint and several. If I sign this mortgage but do not sign the secured debt I do so only to mortgage my interest in the property to secure payment of the secured debt and by doing so, I do not agree to be personally liable on the secured debt. I also agree that you and any party to this mortgage may extend, modify or make any other changes in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this mortgage.

The duties and benefits of this mortgage shall bind and benefit the successors and assigns of either or both of us.

**15. Notice.** Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by certified mail addressed to me at the Property Address or any other address that I tell you. I will give any notice to you by certified mail to your address on the front side of this mortgage, or to any other address which you have designated.

Any notice shall be deemed to have been given to either of us when given in the manner stated above.

**16. Transfer of the Property or a Beneficial Interest in the Mortgagor.** If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the mortgagor is not a natural person and a beneficial interest in the mortgagor is sold or transferred. However, you may not demand payment in the above situations if it is prohibited by federal law as of the date of this mortgage.

**17. Release.** When I have paid the secured debt, you will release this mortgage without charge to me. I agree to pay all costs to record this mortgage.

**18. Waiver of Dower, Distributive Share and Homestead.** I hereby waive and relinquish all rights of dower and distributive share in and to the property. I also waive all rights of homestead exemption as to the property.

**19. Redemption.** If the property is less than ten acres in size and if you waive in any foreclosure action any rights to a deficiency judgment against me, then the period of redemption after sale on foreclosure shall be reduced to six months. If the property is less than ten acres in size and the court finds that the property has been abandoned by me (which finding I agree the court may make) and if you waive any rights to a deficiency judgment against me in the foreclosure action, then the period of redemption after sale on foreclosure shall be reduced to sixty days. The provisions of this paragraph will be construed to conform to the provisions of Iowa Code Sections 628.26 and 628.27.

**Dupaco Community CREDIT UNION**

DARYLD D LEWIN
LYNN M LEWIN
117 MARY ST.
EARLVILLE, IA 52041
Borrower's Name and Address
"You" means each borrower above, jointly and severally.

DUPACO COMMUNITY CREDIT UNION
HILLCREST AT J.F.K.
DUBUQUE, IOWA 52001
Credit Union's Name and Address
"We" or "Us" means the Credit Union named above.

| | | |
|---|---|---|
| No. [redacted] | Initial Advance $ 2,500.00 | Maturity Date SEPT 26, 2016 |
| Date (X) SEPT 26, 1996 | Minimum Advance $ (see below) | Payment Date 26TH |
| Trans. Acct. # [redacted] | Draw Period The first 10 years | of every MONTH BEGINNING |
| Line of Credit $ 36,500.00 | Repayment Period (see below) | OCT. 26, 1996 |

## STANDARD HOME EQUITY AGREEMENT

**GENERALLY:** This is an agreement about your home equity line of credit. Many of the terms we use in this agreement have special meanings. The term "loan account balance" means the sum of the unpaid principal of loans made under this plan, plus unpaid but earned finance charges, plus any credit insurance premiums that are due. "Transaction Account" means an account you carry with us. The number of this account is listed at the top of the form on the line labeled "Trans. Acct. #". "Line of Credit" means the maximum amount of principal we will ordinarily allow you to owe us under this plan at any time. "Draw Period" is the time during the plan that you may request advances. "Repayment Period" is the time after the draw period in which you will no longer be able to obtain advances. The repayment period may vary depending upon when you took your last advance, but may not exceed the maturity date of this agreement. After the draw period ends, you may no longer obtain advances.

In addition, we will use the following terms for this home equity plan: "Initial Advance" means the amount of money we will require you to accept as an advance to open the plan. "Minimum Advance" means the smallest amount of money we will advance to you at your request.

If any term of this agreement violates any law or for some other reason is not enforceable, that term will not be part of this agreement. This agreement is subject to the laws of the state where we are located.

**TRANSACTION ACCOUNT:** You may be required to maintain a transaction account with us.

**TAX DEDUCTIBILITY:** You should consult a tax advisor regarding the deductibility of interest and charges under this home equity plan.

**MINIMUM ADVANCE:** When a preprinted Home Equity check is used, there is no minimum advance amount. Any other type of request requires a minimum advance amount of $500.

**REQUESTING A LOAN:** You request a loan under this plan whenever you: write a check for at least the minimum advance listed above using one of the special preprinted home equity checks you have for that purpose, request in person, by voucher, or by phone that you be advanced directly an amount at least as large as the minimum listed above.

**HOW THE LOAN IS ADVANCED:** When you request a loan, we will, subject to any limitations contained in this agreement, advance exactly the amount you request, so long as the requested amount equals or exceeds the minimum advance listed above. We will make the advance by depositing the amount in your transaction account, by advancing the money directly to you, or by paying a designated third person or account, depending on how we agree to make the advance. We will record the amount as a loan in your loan account.

If your request is for less than the minimum advance, we may, at our option, grant the request. However, granting the request does not mean we will be required to grant requests for less than the minimum advance in the future. We always have the option to deny any such request.

However, we will not ordinarily grant any request for a loan which would cause the unpaid principal of your loan account balance to be greater than the Line of Credit listed above. We may, at our option, grant such a request without obligating ourselves to do so in the future.

**HOW FINANCE CHARGES ARE COMPUTED:** Finance charges begin to accrue immediately when we make a loan to you. To figure the finance charge for a billing cycle, we apply a daily periodic rate of finance charge to the "principal balance" of your loan account each day.

To figure the "principal balance" for each day, we first take your loan account balance of the beginning of the day and subtract any unpaid finance charges and credit insurance premiums (if any) that are due. Next, we subtract the portion of any payments or credits received that day which apply to the repayment of your loans. (A portion of each payment you make is applied to finance charges and credit insurance premiums, if any.) Then we add any new loans made that day. The final figure is the "principal balance."

The daily periodic rate of FINANCE CHARGE is 0.025342 %

which is equal to an **ANNUAL PERCENTAGE RATE** of 9.25 %.

The annual percentage rate includes interest and not other costs.

**VARIABLE RATE:** The **ANNUAL PERCENTAGE RATE** may change, and will be equal to "The Index" plus one percent (1%). The "index" is the "prime rate" in the "money rates" section of The Wall Street Journal on the last Tuesday of each calendar quarter, (March, June, September and December). The annual percentage rate may increase if this index increases. An increase will take effect on the first day of the calendar quarter (quarters begin January, April, July, and October). An increase will result in an increase in the finance charge and it may result in more payments of the same amount.

The annual percentage rate will not increase more often than once a quarter. A decrease will have the opposite effect of an increase disclosed above.

The **"ANNUAL PERCENTAGE RATE"** referred to in this section is the annual rate which corresponds to the periodic rate applied to the balance as described above. This corresponding **ANNUAL PERCENTAGE RATE** will never exceed 21%, and will never exceed the highest allowable rate for this type of agreement as determined by applicable state or federal law.

The ANNUAL PERCENTAGE RATE will never decrease below 8%.

The ANNUAL PERCENTAGE RATE will never increase more than 3%, or decrease more than 3% per adjustment.

**HOW YOU REPAY YOUR LOANS:** On or before each payment date (see top of form), you must make a minimum payment to reduce your debt. The minimum payment amount is $100.00 as of the date of your last advance or the balance amortized over 120 months, whichever is greater. But amortization may not exceed the maturity of the mortgage.

You can pay off all or any part of what you owe at any time. However, so long as you owe any amount you must continue to make the minimum payment.

The amounts you pay will first reduce the amount owed for any credit insurance, then will reduce the finance charges. NEGATIVE AMORTIZATION: Under some circumstances, your payments will not cover the finance charges that accrue and "negative amortization" will occur. Negative amortization will increase the amount that you owe us and reduce your equity in your home. FINAL PAYMENT: On the maturity date listed above, you must pay the amount of any remaining loan account balance outstanding. The minimum payment will not fully repay the principal that is outstanding on your line. At that time you:

☒ may be required to pay the entire balance in a single balloon payment. (The amount of your line of credit, the timing of your payments and your pattern of advances all effect whether you will have to make such a payment.)

☐ will be required to pay the entire balance in a single balloon payment.

If you have any loan account balance at that time, we are not obligated to refinance your account, but will consider your request to do so. If you refinance this account at maturity, you may have to pay some or all of the closing costs normally associated with a new loan even if you obtain financing from us.

**ADDITIONAL REPAYMENT TERMS:** If your loan account balance on a payment date is less than the minimum payment amount you must pay only the loan account balance.

If you fail to make a payment, we may, but are not required to, advance money to you to make the payment. All the terms of this agreement would apply to such a loan.

You can pay off all or part of what you owe at any time. However, so long as you owe any amount you must continue to make your periodic minimum payment.

The amounts you pay will first reduce the amount owed for credit insurance (if any), then will reduce the finance charges, and finally will reduce the amount of unpaid loans.

☐ **AUTOMATIC WITHDRAWAL:** If checked, you authorize us to automatically withdraw your payment from your transaction account on each payment date. If your transaction account does not have enough money in it to make the minimum payment, we may, but are not required to, lend you money to make the payment. All the terms of this agreement will apply to such a loan. If your loan account balance is less than the minimum payment amount, we will withdraw only the amount necessary to reduce your loan account balance to zero.

**SECURITY:** To secure the payment of what you owe, you agree that we have the right of set-off. This means that we can pay the amount you owe us out of money that we are required to pay you (such as money in share savings account or share draft account, including dividends and interest earned). However, we cannot set-off any money or your IRA or other taxdeferred retirement account.

We have secured your obligations under this plan by taking a security interest (by way of a separate security agreement, mortgage or other instrument dated) SEPT 26, 1996 ) in the following property, described by item or type:

117 MARY ST.
EARLVILLE, IA 52041

☐ If checked, collateral securing other loans you have with us may also secure loans under this agreement.

Filing fee $ 21.00

You may buy property insurance from anyone you want who is acceptable to us. If you buy the insurance from or through us, your premium will be: N/A

**CREDIT INSURANCE:** Credit life insurance and credit disability insurance are not required to obtain credit. We will provide no coverage unless you sign and agree to pay the additional cost. The rates listed below are applied to your outstanding balance to determine the premium you owe for one month.

| | | | TYPE | RATE |
|---|---|---|---|---|
| You | ☐ do | ☒ do not want | single credit life | $.60/$1,000.00 |
| You | ☒ do | ☐ do not want | joint credit life | $.96/$1,000.00 |
| You | ☐ do | ☒ do not want | credit disability | $2.34/$1,000.00 |

X Daryld D Lewin X Lynn M. Lewin
DARYLD Lewin LYNN M. Lewin

**CHANGING THE TERMS OF THIS AGREEMENT:** Generally, we may not change the terms of this agreement. However, we may change the terms in the following circumstances:

- If this is a variable rate plan, we may change the index and margin if the original index described above becomes unavailable. Any new index will have a historical movement similar to the original, and, together with a new margin, will produce a similar interest rate.
- We may make changes that you have agreed to in writing.
- We may make changes that unequivocally benefit you.
- We may make changes to insignificant terms of this agreement.

If we are required to send notice of a change in terms, we will send the notice to your address listed above. (You should inform us of any change in address.)

**ADDITIONAL CHARGES:** You agree to pay the following additional charges:

| | | | |
|---|---|---|---|
| • Appraisal | $ ____; | Official Fees | $ ____; |
| Property Survey | $ ____; | Title Search | $ ____; |
| Credit Report Fees | $ ____; | Title Insurance | $ ____; |
| Documentation Fees | $ ____; | Taxes | $ ____; |
| Termination Fee | $ Lewin; | | |
| (Other) ____ | $ ____ | | |

**ATTORNEY'S FEES:** To the extent permitted by the United States Bankruptcy Code, you agree to pay the reasonable attorney's fees and other costs we incur to collect this debt or to realize upon any security as awarded by any court exercising jurisdiction under the Bankruptcy Code.

**NOTICE:** Except where otherwise indicated, the regulatory disclosures contained in this Agreement apply to both the draw and repayment periods.

**NOTICE:** See the reverse side for additional terms.

**SIGNATURES:** By signing below, you agree to the terms on both sides of this agreement and you promise to pay any amounts you owe under this agreement. You also state that you received a completed copy of the agreement on today's date.

Signature Daryld D Lewin
DARYLD Lewin

Signature Lynn M. Lewin
LYNN M. Lewin

DUPACO 9/90 PS
STANDARD 7/1/95

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## ADDITIONAL TERMS

**DEFAULT AND REMEDIES:** You will be in default on this agreement if one or more of the following occurs: (a) you fail to make a payment in full within 10 days after it is due; (b) you fail to observe any convenant of this agreement (including any separate agreements securing this agreement), the breach of which materially impairs the condition, value or protection of or our right in any property securing this agreement, or materially impairs your prospect to pay amounts due under this agreement. You agree to pay the reasonable expenses we incur to realize upon any security in the event of your default.

We may terminate your account, require you to pay the entire outstanding balance in one payment and charge you a termination fee (if provided for on the other side of this agreement), and fees related to the collection of the amount owing, if you are in default in any manner described above. In that instance, we may take other action short of termination, such as charging you a fee if you fail to maintain required property insurance and we purchase insurance. If we elect to terminate and accelerate the amounts owing on your account, we may use our right to set-off, unless prohibited.

Even if we choose not to use one of our remedies when you default, we do not forfeit our right to do so if you default again. If we do not use a remedy when you default, we can still consider your actions as a default in the future.

In addition, we may temporarily prohibit you from obtaining additional extensions of credit, or reduce your credit limit if:

(1) The value of the dwelling securing this home equity line of credit declines significantly below its appraised value for purposes of this line;
(2) We reasonably believe you will not be able to meet the repayment requirements due to a material change in your financial circumstances;
(3) You are in default of a material obligation of this agreement, which shall include, but it not limited to, your ongoing obligation to supply us with information we feel we need to assess your financial condition;
(4) A governmental action prevents us from imposing the annual percentage rate provided for in this agreement;
(5) A governmental body adversely effects our security interest to the extent that the value of the security interest is less than 120% of the home equity line;
(6) The annual percentage rate corresponding to the periodic rate reaches the maximum rate allowed under this plan (if provided for on the other side of this agreement); or
(7) A regulatory agency has notified us that continued advances would constitute an unsafe business practice.

In the event that we suspend your right to additional advances or reduce your credit line, we will send you notice of our decision at the address listed on the front of this agreement. (You should inform us of any change in your address.) If we have based our decision to suspend or reduce your credit privileges on an assessment of your financial condition or performance under this plan, and you believe that your situation has changed, you must request that we reevaluate your situation, and reinstate your credit privileges.

**RIGHT TO CURE:** Except when otherwise provided by law, if this is a consumer credit transaction or this agreement is secured by a one-family or two-family dwelling that is your homestead, we may exercise our remedies only if you fail to exercise your right to cure a default within the time provided by law after a written notice of your default and right to cure is mailed or delivered to you. However, no notice of default or right to cure is necessary and we may immediately exercise any and all of our remedies if you have defaulted one or more times within the previous 365 days and you have been given notice of default and right to cure with respect to such default.

**CREDIT INFORMATION:** You agree to supply us with whatever information we reasonably feel we need to decide whether to continue this plan. We agree to make requests for this information without undue frequency, and to give you reasonable time in which to supply the information.

You authorize us to make or have made any credit inquiries we feel are necessary. You also authorize the persons or agencies to whom we make these inquiries to supply us with the information we request.

**RETURN OF CREDIT DEVICES:** You agree to return to us, upon our request, all checks, credit cards, or other access devices used to obtain advances under this agreement.

## YOUR BILLING RIGHTS
## KEEP THIS NOTICE FOR FUTURE USE

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

*Notify Us In Case of Errors or Questions About Your Bill*

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your bill automatically from your savings, checking or other account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

*Your Rights and Our Responsibilities*
*After We Receive Your Written Notice*

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

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

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

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

If we don't follow these rules, we can't collect the first $50 of the questioned amount, even if your bill was correct.