DELAWARE COUNTY IOWA
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BOOK 200 PAGE 196
DEBORAH L. PEYTON
DELAWARE CO. RECORDER

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

CHARLES PLATZ 21706 259TH ST DELHI, IA 52023 **MORTGAGOR** "I" Includes each mortgagor above.	DUPACO COMMUNITY CREDIT UNION DUBUQUE, IOWA 52001 **MORTGAGEE** "You" means the mortgagee, its successors and assigns.

REAL ESTATE MORTGAGE: For value received, I, CHARLES PLATZ, A SINGLE PERSON, sell, convey and mortgage to you on 03 JANUARY 2000, 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: 21706 259TH ST (Street), DELHI (City), Iowa 52023 (Zip Code)

LEGAL DESCRIPTION:

LOT EIGHTY SEVEN (87) OF CAMP-O-DELHI, A SUBDIVISION OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION TWENTY FOUR (24), TOWNSHIP EIGHTY EIGHT (88) NORTH, RANGE FIVE (5), WEST OF THE FIFTH P.M., IN DELAWARE COUNTY, IOWA, ACCORDING TO PLAT RECORDED IN BOOK 5 PLATS, PAGE 78.

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 LINE OF CREDIT AGREEMENT DATED 03 JANUARY 2000

The above obligation is due and payable on 03 JANUARY 2020 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 THOUSAND DOLLARS AND ZERO CENTS---------- Dollars ($ 30,000.00----------), 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 $ 30,000.00-------. 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.

(Signature) CHARLES PLATZ 1/3/2000 (Date) (Signature) _____ (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.

CHARLES PLATZ

_____

_____

ACKNOWLEDGMENT: STATE OF IOWA, COUNTY OF DUBUQUE } ss.

On this 3RD day of JANUARY, 2000 before me, a Notary Public in the State of Iowa, personally appeared CHARLES PLATZ, A SINGLE PERSON,

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

James C. Klostermann
Notary Public In The State Of Iowa

JAMES C. KLOSTERMANN
MY COMMISSION EXPIRES
3/26/2002

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.

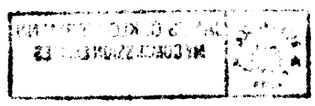
Any notice shall be deemed to have been given to either of us when given in the manner stated above.

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.



CHARLES PLATZ
21706 259TH ST
DELHI, IA 52023

Borrower's Name and Address
"You" means each borrower above, jointly and severally.

Dupaco Community CREDIT UNION

Credit Union's Name and Address
"We" or "us" means the Credit Union named above.

No. [redacted]	Initial Advance $ 2,500.00	Maturity Date 03 JANUARY 2020
Date 03 JAN 2000	Minimum Advance $ 500.00	Billing Cycle: Ends N/A
Trans. Acct. # [redacted]	Minimum Balance $ N/A	of every N/A
Line of Credit $ 30,000.00	Draw Period 10 years	Payment Date 03RD
Triggering Balance $ N/A	Repayment Period 10 years	of every MONTH
		BEGINNING 3 FEB 2000

PRIME CUT HOME EQUITY AGREEMENT
THIS IS A CONSUMER CREDIT TRANSACTION

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. "Triggering Balance" is the amount you must keep in your transaction account to prevent us from lending you money under this plan.

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. The "Minimum Balance" is the amount of principal of loans we will require you to maintain outstanding during the plan. If the principal balance outstanding falls below the minimum balance, you may have to pay a fee described below.

The "Draw Period" is the time during the plan that you may request advances and will make payments on your loan account balance. The "Repayment Period" is the time during the plan that you must repay your loan account balance but may not request further advances. Except where otherwise indicated, the regulatory disclosures contained in this agreement apply to both the draw and repayment periods.

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.

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

REQUESTING A LOAN: You request a loan under this plan by the following methods:

- You write a special share draft or check that we have given you for this purpose.
- You request a withdrawal in person.
- You request a withdrawal by telephone.
- You request a withdrawal by mail.
- You authorize us to make a payment to a third person or another account.

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 at 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 0.020548 % which corresponds to an **ANNUAL PERCENTAGE RATE** of 7.50 %.

The annual percentage rate includes interest and not other costs.

VARIABLE RATE: The annual percentage rate may change, and will be 1% below the following "base rate": the highest rate on corporate loans posted by at least 75% of the USA's 30 largest banks known as The Wall Street Journal Prime Rate and is published in The Wall Street Journal. The annual percentage rate may increase if this "base rate" increases. An increase will take effect on the first day of the quarter. An increase will result in an increase in the finance charge and it may have the effect of increasing your periodic minimum payment. 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.

If the base rate changes more frequently than the annual percentage rate, we will always use the base rate in effect on the day we adjust the annual percentage rate to determine the new annual percentage rate. In such a case, we will ignore any changes in the base rate that occur between annual percentage rate adjustments.

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.

net contributions, your proportionate interest equals the amount of such obligation divided equally by all parties having present rights to receive such money.

Our right of set-off does not apply to an account or other obligation where your rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account. In addition, our right of set-off does not apply if you can obtain credit under this plan by using a credit card.

We will not be liable for the dishonor of any check or share draft when the dishonor occurs because we set-off this debt against any of your accounts. You agree to hold us harmless from any such claims arising as a result of our exercise of our right of set-off.

SECURITY: 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 03 JANUARY 2000) in the following property, described by item or type:

21706 259TH ST
DELHI, IA 52023

Property securing any other loans that you have with us may also secure this agreement.

Filing fees $ 26.00

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.

We have also secured your obligations under this plan with the following pledge agreement:

Pledge Agreement

By signing below you pledge $ N/A of shares held in account # N/A as security for your obligations under this open-end credit agreement. After we disburse funds to you according to the plan, you will not be permitted to withdraw any pledged shares from this account without the approval of our loan officer or credit committee. However, you may withdraw any shares in this account that exceed the amount of your credit limit. We reserve the right to obtain the approval of any co-makers who sign this credit agreement before releasing any pledged shares.

X N/A
Signature of Borrower/Account Owner

X N/A
Signature of Borrower/Account Owner

Any person who signs in this space does so to give us a security interest in the account pledged above but assumes no personal obligation to pay this obligation.

Name N/A

X N/A

Date N/A

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.

The **ANNUAL PERCENTAGE RATE** *will never decrease below 6%.*

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.

PRINCIPAL REDUCTION: During the draw period the minimum payment may not fully repay the principal that is outstanding on your line.

☐ **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.

CREDIT INSURANCE: Credit Life and Credit Disability Insurance are not required to obtain credit. Check the coverage(s) desired below. The Credit Union will disclose the cost of this voluntary insurance to you. A separate insurance election which discloses the terms and conditions must be completed and signed for the coverage to become effective.

☐ Single Credit Life ☐ Single Credit Disability
☐ Joint Credit Life ☒ No Insurance

Signed: _____ Date: 1/3/2000

Signed: _____ Date: _____

SET-OFF: You agree that we may set-off any amount due and payable under this agreement against any right you have to receive money from us. Your right to receive money from us includes:

(1) Any share or deposit account balance you have with us;

(2) Any money owed to you on an item presented to us or in our possession for collection or exchange; and

(3) Any repurchase agreement or other similar obligation.

"Any amount due and payable under this agreement" means the total amount to which we are entitled to demand payment under the terms of this agreement at the time we set off. Subject to any other written contract, if your right to receive money from us is also owned by someone who has not agreed to pay this agreement, our right of set-off will be limited to your proportionate interest in the obligation. In the absence of reasonable proof of

No change we make will be effective until we send you a written disclosure of the change at least sixty days before the effective date of the change unless the change involves a decrease in the rate of the finance charge, a decrease in a delinquency charge, or a decrease in an overlimit charge.

In addition, we may make the following specific changes, upon the occurrence of the events described:

- We may refuse to make additional extensions of credit or reduce your credit limit if the maximum annual percentage rate is reached.

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 may be required to pay the following additional charges:

- A late charge of $15.00 on any payment not paid in full when due, as originally scheduled or as deferred.
- Appraisal $ _____; Official Fees $ _____;
  Property Survey $ _____; Title Search $ _____;
  Credit Report Fees $ _____; Title Insurance $ _____;
  Documentation Fees $ _____; Taxes $ _____;
  Flood Certification $ _____;
  (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: See the reverse side for additional terms and for information about your rights in the event of a billing error.

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 _____
CHARLES PLATZ

Signature _____

By: _____

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ADDITIONAL TERMS

HOW THE LOAN IS ADVANCED: When you request a loan, we will advance exactly the amount you request, so long as the requested amount equals or exceeds the minimum advance listed on the front of the form. 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 on the front of the form. We may, at our option, grant such a request without obligating ourselves to do so in the future.

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 be applied first to any charges you owe other than principal and finance charges, then to any finance charges that are due, and finally to principal.

FINAL PAYMENT: On the maturity date listed above, you must pay the amount of any remaining loan account balance outstanding. The minimum payments may not be sufficient to fully repay the principal that is outstanding on your line. If they are not, you will be required to pay the entire outstanding balance in a single balloon payment.

We are not obligated to refinance your loan at that time, 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.

DEFAULT: You will be in default on this agreement if any of the following occur:

(1) You fail to make a payment, in full, within 10 days of its due date;

(2) Your action or inaction adversely affects the collateral or our rights in the collateral.

REMEDIES: 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. We may also use our right of set-off as explained on the front of the form. You agree to pay the reasonable expenses we incur to realize upon any security in the event of your default.

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.

SUSPENSION OF CREDIT AND REDUCTION OF CREDIT LIMIT: 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 or any agreement securing this agreement, which shall include, but is 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) The action of a governmental body adversely affects 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 and unsound 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 re-evaluate 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, share draft 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.