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Home Equity, Consumer Direct Lending,
Residential Lending and TRID Edition

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Colorado

Uniform Consumer Credit Code

1. Assignment-LeasesAndRents-M2

Section - Payments Made On Assignor's Behalf

COND.ID04003. The applicable law state is Colorado or Kansas, and the Uniform Consumer Credit Code applies.

If Uniform Consumer Credit Code, then include:

Payments Made On Assignor's Behalf. Amounts advanced on Assignor's behalf will be due and may be added to the Secured Debts, after providing Assignor with the required notice and a reasonable opportunity to perform.

Otherwise

Payments Made On Assignor's Behalf. Amounts advanced on Assignor's behalf will be immediately due and may be added to the Secured Debts.

2. AssignmentOfContractRightsRE

Section - Payments Made On Assignor's Behalf

COND.ID03990. The applicable law state is Colorado or Kansas, and the Uniform Consumer Credit Code applies.

If Uniform Consumer Credit Code, then include:

Payments Made On Assignor's Behalf. Amounts advanced on Assignor's behalf will be due and may be added to the Secured Debts, after providing Assignor with the required notice and a reasonable opportunity to perform.

Otherwise

Payments Made On Assignor's Behalf. Amounts advanced on Assignor's behalf will be immediately due and may be added to the Secured Debts.

3. LoanAgreementConstructionConsumer

Section - Acceleration

COND.ID00635. The governing law state is Colorado and the loan act is the Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

DTA.ID02220 may make all or any part of the amount owing by the terms of this Agreement immediately due. This remedy is subject to Borrower's limited right to cure certain defaults and to receive notice of such a right under *Colo. Rev. Stat.* §§ 5-5-110 and 5-5-111.

Otherwise

DTA.ID02220 may make all or any part of the amount owing by the terms of this Agreement immediately due.

Section - Collection Expenses and Attorneys' Fees

COND.ID00635. The governing law state is Colorado and the loan act is the Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

Collection Expenses and Attorneys' Fees. On or after the occurrence of an Event of Default, to the extent permitted by law, Borrower and Owner agree to pay all expenses of collection, enforcement or protection of DTA.ID02220's rights and remedies under this Agreement or any other Loan Document. Expenses include, but are not limited to, reasonable attorneys' fees not in excess of 15 percent of the unpaid debt after default and referral to an attorney who is not DTA.ID02220's salaried employee, or such additional fee as may be awarded by the court. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Promissory Note. All fees and expenses will be secured by the Property. In addition, to the extent permitted by the *United States Bankruptcy Code*, Borrower and Owner agree to pay the reasonable attorneys' fees incurred by DTA.ID02220 to protect DTA.ID02220's rights and interests in connection with any bankruptcy proceedings initiated by or against Borrower or Owner.

Otherwise

Collection Expenses and Attorneys' Fees. On or after the occurrence of an Event of Default, to the extent permitted by law, Borrower and Owner agree to pay all expenses of collection, enforcement or protection of DTA.ID02220's rights and remedies under this Agreement or any other Loan Document. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Promissory Note. All fees and expenses will be secured by the Property. In addition, to the extent permitted by the *United States Bankruptcy Code*, Borrower and Owner agree to pay the reasonable attorneys' fees incurred by DTA.ID02220 to protect DTA.ID02220's rights and interests in connection with any bankruptcy proceedings initiated by or against Borrower or Owner.

4. NDAS

Section - Apply Colorado UCCC

DTA.ID01236 Apply Colorado UCCC. You and I agree that, even though the *Colorado Uniform Consumer Credit Code* may not otherwise apply, that this loan is a consumer credit transaction. The loan is, therefore, subject to the Colorado UCCC, including the permissible rates and charges.

DTA.ID01236. The loan act for the transaction is the Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then the DTA.ID01236 box is checked.

5. NoteConsumer

Section - Limited Right to Refinance

DTA.ID01014 If any payment is more than twice as large as the average of all other regularly scheduled payments, I may refinance that payment when due at your prevailing rates for such type of loan if I meet your normal credit standards and you are, at the time, in the business of making such loans. This paragraph does not apply to the extent the payment schedule is adjusted to the seasonal or irregular income or to a transaction providing for periodic payments of interest only that are sufficient to pay accrued interest.

DTA.ID1014. Either the Uniform Consumer Credit Act applies, OR the loan is NOT secured by a first lien on residential real estate.

If Uniform Consumer Credit Act, then the DTA.ID1014 box is checked.

Section - General Terms

COND.ID00466. The governing law state is Colorado and the loan act for the transaction is the Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

You and I agree that, even though the Colorado Uniform Consumer Credit Code may not otherwise apply, this loan is a consumer credit transaction and is subject to the Colorado UCCC, including the permissible rates and charges provisions.

Georgia

Georgia Industrial Loan Act

LoanInformationReport

Section - Calculation Terms

COND.ID00072. The status of the loan is Modification, Refinance, or Renewal, and the Base Loan Terms Loan Act is not GILA.

If the governing law state is Georgia and is not GILA, then include:

Outstanding Balance
DTA.ID00221

Idaho

Consumer Loan Law

1. LoanAgreementConstructionConsumer

Section - Insolvency or Bankruptcy

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If the governing law state is Idaho and is not Consumer Loan Law, then include:

Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against any of the Loan Parties.

Section - Death or Incompetency

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If the governing law state is Idaho and is not Consumer Loan Law, then include:

Death or Incompetency. Any of the Loan Parties die or are declared legally incompetent.

Section - Failure to Perform

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If the governing law state is Idaho and is not Consumer Loan Law, then include:

Failure to Perform. Any of the Loan Parties fail to perform any condition or to keep any promise or covenant contained in this Agreement or any other Loan Document.

Section - Other Loan Documents

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If the governing law state is Idaho and is not Consumer Loan Law, then include:

Other Loan Documents. A default or event of default occurs under the terms of any other Loan Document.

Section - Other Agreements

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If the governing law state is Idaho and is not Consumer Loan Law, then include:

Other Agreements. Any of the Loan Parties are in default on any other debt or under any other agreement such Loan Party has with DTA.ID02220.

Section - Misrepresentation

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If the governing law state is Idaho and is not Uniform Consumer Credit Code, then include:

Misrepresentation. Any of the Loan Parties make any verbal or written statement or provide any financial information under or in connection with any Loan Document that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

Section - Judgment

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If the governing law state is Idaho and is not Consumer Loan Law, then include:

Judgment. Any of the Loan Parties fail to satisfy or appeal any judgment against it.

Section - Name Change

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If the governing law state is Idaho and is not Consumer Loan Law, then include:

Name Change. Borrower or Owner change its name or assume an additional name without notifying DTA.ID02220 before making such a change.

Section - Property Transfer

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If the governing law state is Idaho and is not Consumer Loan Law, then include:

Property Transfer. Any of the Loan Parties transfer all or a substantial part of such Loan Party's property or assets.

Section - Default

COND.ID00622. The governing law state is Idaho-Consumer Protection Act applies, Kansas-UCCC applies, Maine-UCCC applies or South Carolina-Consumer Protection Code applies.

If is Consumer Loan Law, then include:

Other Events. Anything else happens that causes DTA.ID02220 to reasonably believe that the prospect of payment, performance or realization of the Property is significantly impaired.

Section - Property Value

COND.ID00631. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, Idaho-Consumer Loan Act, South Carolina-Consumer Protection Act, WI-Wisconsin Consumer Act, or property state is not Tennessee.

If is Consumer Loan Law, then include:

Property Value. DTA.ID02220 determines in good faith that the value of the Property has materially declined or is materially impaired.

Section - Insecurity

COND.ID00632. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, Idaho-Consumer Loan Act, South Carolina-Consumer Protection Act, WI-Wisconsin Consumer Act, Rhode Island, or Tennessee.

If the governing law state is Idaho and is not Consumer Loan Law, then include:

Insecurity. DTA.ID02220 determines in good faith that a material adverse change has occurred in any of the Loan Parties' financial condition from the conditions set forth in such Loan Party's most recent financial statement before the date of this Agreement or that the prospect for payment or performance of the Loan is impaired for any reason.

Section - Collection Expenses and Attorneys' Fees

COND.ID00665. The governing law state is Idaho, Indiana or Wyoming, and the UCCC applies.

If Consumer Loan Law then include:

Collection Expenses and Attorneys' Fees. On or after the occurrence of an Event of Default, to the extent permitted by law, Borrower and Owner agree to pay all expenses of collection, enforcement or protection of DTA.ID02220's rights and remedies under this Agreement or any other Loan Document. Expenses include, but are not limited to, reasonable attorneys' fees after default and referral to an attorney who is not DTA.ID02220's salaried employee. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Promissory Note. All fees and expenses will be secured by the Property. In addition, to the extent permitted by the *United States Bankruptcy Code*, Borrower and Owner agree to pay the reasonable attorneys' fees incurred by DTA.ID02220 to protect DTA.ID02220's rights and interests in connection with any bankruptcy proceedings initiated by or against Borrower or Owner.

Otherwise

Collection Expenses and Attorneys' Fees. On or after the occurrence of an Event of Default, to the extent permitted by law, Borrower and Owner agree to pay all expenses of collection, enforcement or protection of DTA.ID02220's rights and remedies under this Agreement or any other Loan Document. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Promissory Note. All fees and expenses will be secured by the Property. In addition, to the extent permitted by the *United States Bankruptcy Code*, Borrower and Owner agree

to pay the reasonable attorneys' fees incurred by DTA.ID02220 to protect DTA.ID02220's rights and interests in connection with any bankruptcy proceedings initiated by or against Borrower or Owner.

2. NoteConsumer

Section - Default

COND.ID00543. Either (a) the governing law state is Maine and the Base Loan Terms Loan Act is Uniform Consumer Credit Code, or (b) the governing law state is Idaho and the loan act is Consumer Loan Law.

If Consumer Loan Law then include:

Subject to any limitations in the Real Estate or Residence Security section, I will be in default if any of the following occur:

- I fail to make a payment when due.
- The prospect of payment, performance, or realization on collateral is significantly impaired.

Otherwise

Subject to any limitations in the Real Estate or Residence Security section, I will be in default if any of the following occur:

1. Payments. I fail to make a payment as required by this note.
2. Property. My action or inaction adversely affects the Property or your rights in the Property.
3. Fraud. I engage in fraud or material misrepresentation in connection with this transaction.
4. DTA.ID02369 Other Documents. A default occurs under the terms of any other Loan Document.

Section - General Terms

COND.ID00547. The governing law state is Idaho and the loan act is Consumer Loan Law.

If Consumer Loan Law then include:

I agree that this loan is a regulated consumer credit transaction for purposes of the *Idaho Credit Code* (Idaho Code §§ 28-41-101 to 28-49-107) and is therefore subject to those provisions of the Idaho Credit Code applying to regulated consumer credit transactions.

Section - Limited Right to Refinance

COND.ID00547. The governing law state is Idaho and the loan act is Consumer Loan Law.

If Consumer Loan Law then include:

Limited Right to Refinance. If any scheduled payment of a consumer loan (other than one primarily for an agricultural purpose or one secured by a first lien on real property) is more than twice as large as the average of earlier scheduled payments, I have the right to refinance that payment without penalty, at the time it is due, and on terms no less favorable than this original transaction.

This right does not apply: (1) to the extent that the payment schedule has been adjusted to my seasonal or irregular income or obligations; (2) if the collateral is a second deed of trust or mortgage on a 1 to 4 family dwelling occupied by me; or (3) at the time of the balloon payment you offer me the other options required by rule of the Administrator of the *Idaho Credit Code*.

Indiana

Uniform Consumer Credit Code

1. Closing Disclosure

Section - Loan Disclosure, Subsection - Late Payment

COND.ID00880. The loan is not an investor or government loan, the governing law state is Indiana and the Base Loan Terms Loan Act is Uniform Consumer Credit Code and the transaction is not a high-cost mortgage.

If Uniform Consumer Credit Code, then include:

This amount may change under *Indiana Code* §§ 24-4.5-1-106 and 24-4.5-3-203.5 to be the maximum amount allowed by law.

2. Loan Agreement Construction Consumer

Section - Collection Expenses and Attorneys' Fees

COND.ID00665. The governing law state is Idaho, Indiana or Wyoming, and the UCCC applies.

If Uniform Consumer Credit Code, then include:

Collection Expenses and Attorneys' Fees. On or after the occurrence of an Event of Default, to the extent permitted by law, Borrower and Owner agree to pay all expenses of collection, enforcement or protection of DTA.ID02220's rights and remedies under this Agreement or any other Loan Document. Expenses include, but are not limited to, reasonable attorneys' fees after default and referral to an attorney who is not DTA.ID02220's salaried employee. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Promissory Note. All fees and expenses will be secured by the Property. In addition, to the extent permitted by the *United States Bankruptcy Code*, Borrower and Owner agree to pay the reasonable attorneys' fees incurred by DTA.ID02220 to protect DTA.ID02220's rights and interests in connection with any bankruptcy proceedings initiated by or against Borrower or Owner.

Otherwise

Collection Expenses and Attorneys' Fees. On or after the occurrence of an Event of Default, to the extent permitted by law, Borrower and Owner agree to pay all expenses of collection, enforcement or protection of DTA.ID02220's rights and remedies under this Agreement or any other Loan Document. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Promissory Note. All fees and expenses will be secured by the Property. In addition, to the extent permitted by the *United States Bankruptcy Code*, Borrower and Owner agree

to pay the reasonable attorneys' fees incurred by DTA.ID02220 to protect DTA.ID02220's rights and interests in connection with any bankruptcy proceedings initiated by or against Borrower or Owner.

3. LoanEstimate

Section - Additional Information About this Loan, Subsection - Late Payment

COND.ID00880. The loan is not an investor or government loan, the governing law state is Indiana and the Base Loan Terms Loan Act is Uniform Consumer Credit Code and the transaction is not a high-cost mortgage.

If Uniform Consumer Credit Code, then include:

This amount may change under *Indiana Code* §§ 24-4.5-1-106 and 24-4.5-3-203.5 to be the maximum amount allowed by law.

4. ModificationAgreement-Loan

Section - Late Charge

COND.ID00484. The governing law state is Indiana and the Base Loan Terms Loan Act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

I will pay this late charge promptly but only once for each late payment. I agree that you may change this amount pursuant to *Indiana Code* §§ 24-4.5-1-106 and 24-4.5-3-203.5 so as to always be the maximum amount allowed by law.

5. MortgageClosedEnd

Section - Applicable Law; Severability; Interpretation

COND.ID03726. The governing law state is Indiana and the Base Loan Terms Loan Act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

This Security Instrument is governed by the laws of Indiana. I also agree that this Security Instrument is subject to Sections 24-4.5-1-101 through 24-4.5-6-204 of the *Indiana Uniform Consumer Credit Code*, as amended (including Section 24-4.5-5-3-508) Ind. Code Ann. § 24-4.5-3-601. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

Otherwise

This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

6. MortgageOpenEnd

Section - Applicable Law

COND.ID03726. The governing law state is Indiana and the Base Loan Terms Loan Act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

This Security Instrument is governed by the laws of Indiana. I also agree that this Security Instrument is subject to Sections 24-4.5-1-101 through 24-4.5-6-204 of the *Indiana Uniform Consumer Credit Code*, as amended (including Section 24-4.5-5-3-508) Ind. Code Ann. § 24-4.5-3-601, and applicable federal laws and regulations.

Otherwise

This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located.

7. NDAS

Section - Limited Right to Refinance

COND.ID00644. The governing law state is Indiana and the loan act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

Limited Right to Refinance. If any scheduled payment is more than twice as large as the average of earlier scheduled payments, I have the right to refinance the amount of such payment at the time it is due without penalty, as provided for by state law. The terms of the refinancing shall be no less favorable than the terms of the original transaction. This section does not apply if the payment schedule was adjusted because of my seasonal or irregular income.

Section - Collection Expenses and Attorneys' Fees

COND.ID00644. The governing law state is Indiana and the loan act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

Collection Expenses and Attorneys' Fees. On or after Default, to the extent permitted by law, I agree to pay all reasonable expenses of collection, enforcement, or protection of your rights and remedies under this Loan Agreement all without relief from validation and appraisal laws. Costs include, but are not limited to, reasonable attorneys' fees after default and referral to an attorney not your salaried employee. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the rate provided in the terms of this Loan Agreement. All fees and expenses will be secured by the Property I have granted you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

COND.ID00645. The governing law state is Indiana and the loan act is not Uniform Consumer Credit Code.

If the governing law state is Indiana and is not Uniform Consumer Credit Code, then include:

Collection Expenses and Attorneys' Fees. On or after Default, to the extent permitted by law, I agree to pay all costs of collection, replevin (an action for the recovery of property wrongfully taken or detained) or any other or similar type of cost if I am in default. In addition, if you hire an attorney to collect this Loan Agreement, I also agree to pay any reasonable fee you incur with such attorney plus court costs (except where prohibited by law). To the extent permitted by the *United States Bankruptcy Code*, I also agree to pay the reasonable attorneys' fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

Section - General Provisions

COND.ID00644. The governing law state is Indiana and the loan act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

This Loan Agreement is governed by the laws of Indiana, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located. The *Federal Alternative Mortgage Transaction Parity Act* may also apply. If two or more Borrowers sign this Loan Agreement, we are liable to repay jointly and severally. This Loan Agreement is the complete and final expression of our agreement. No modification of this Loan Agreement is effective unless made in writing and signed by me and you. The duties and benefits of this Loan Agreement will bind and benefit the successors and assigns of me and you. If any provision of this Loan Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will be enforceable. I also agree that this Loan Agreement is subject to Sections 24-4.5-1-101 through 24-4.5-6-204 of the *Indiana Uniform Consumer Credit Code*, as amended (including Section 24-4.5-3-508). No present or future agreement securing any other debt I owe you will secure the payment of this Loan if, with respect to this loan, you fail to fulfill any necessary requirements or conform to any limitations of Regulations Z and X that are required for loans secured by the Property

or if, as a result, this Loan would become subject to Section 670 of the *John Warner National Defense Authorization Act* for Fiscal Year 2007.

COND.ID00645. The governing law state is Indiana and the loan act is not Uniform Consumer Credit Code.

If the governing law state is Indiana and is not Uniform Consumer Credit Code, then include:

This Loan Agreement is governed by the laws of Indiana, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located. The *Federal Alternative Mortgage Transaction Parity Act* may also apply. If two or more Borrowers sign this Loan Agreement, we are liable to repay jointly and severally. This Loan Agreement is the complete and final expression of our agreement. No modification of this Loan Agreement is effective unless made in writing and signed by me and you. The duties and benefits of this Loan Agreement will bind and benefit the successors and assigns of me and you. If any provision of this Loan Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will be enforceable. No present or future agreement securing any other debt I owe you will secure the payment of this Loan if, with respect to this loan, you fail to fulfill any necessary requirements or conform to any limitations of Regulations Z and X that are required for loans secured by the Property or if, as a result, this Loan would become subject to Section 670 of the *John Warner National Defense Authorization Act* for Fiscal Year 2007.

Section - Deferral Charge

COND.ID00646. Governing law state is Indiana and the loan is precomputed and Uniform Consumer Credit Code applies.

If Uniform Consumer Credit Code, then include:

DTA.ID01329 Deferral Charge. I agree that instead of a late payment charge, you may unilaterally grant a deferral of all or part of one or more unpaid installments and charge a deferral fee pursuant to *Indiana Code* section 24-4.5-3-204 so as to be the maximum amount allowed by law.

8. NoteConsumer

Section - Collection Costs and Attorneys' Fees

COND.ID00476. The governing law state is Indiana and the Base Loan Terms Loan Act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

To the extent permitted by law, I agree to pay all costs of collection, replevin (an action for the recovery of property wrongfully taken or detained) or any other or similar type of cost if I am in default. Costs include, but are not limited to, reasonable attorneys' fees after default and referral to an attorney not your salaried employee. To the extent permitted by the *United States Bankruptcy Code*, I also agree to pay the reasonable attorneys' fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

Otherwise

To the extent permitted by law, I agree to pay all costs of collection, replevin (an action for the recovery of property wrongfully taken or detained) or any other or similar type of cost if I am in default. In addition, if you hire an attorney to collect this note, I also agree to pay any reasonable fee you incur with such attorney plus court costs (except where prohibited by law). To the extent permitted by the *United States Bankruptcy Code*, I also agree to pay the reasonable attorneys' fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

Section - General Terms

COND.ID00479. The governing law state is Indiana and the Base Loan Terms Loan Act is NOT Uniform Consumer Credit Code.

If the governing law state is Indiana and is not Uniform Consumer Credit Code, then include:

This note is governed by the law of the state of Indiana, the United States of America, and to the extent required, by the law of the jurisdiction where the Property is located. The Federal Alternative Mortgage Transaction Parity Act may also apply. Any term of this note which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation. If any provision of this note cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this note. No modification of this note may be made without your express written consent. Time is of the essence in this note.

COND.ID00476. The governing law state is Indiana and the Base Loan Terms Loan Act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

This note is governed by the law of the state of Indiana, the United States of America, and to the extent required, by the law of the jurisdiction where the Property is located. The Federal Alternative Mortgage Transaction Parity Act may also apply. Any term of this note which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation. If any provision of this note cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this note. No modification of this note may be made without your express written consent. Time is of the essence in this note. I also agree that this note is subject to Sections 24-4.5-1-101 through 24-4.5-6-204 of the *Indiana Uniform Consumer Credit Code*, as amended (including Section 24-4.5-3-508).

Section - Limited Right to Refinance

COND.ID00548. The governing law state is Indiana and the loan act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

Limited Right to Refinance. If any scheduled payment is more than twice as large as the average of earlier scheduled payments, I have the right to refinance the amount of such payment at the time it is due without penalty, as provided for by state law. The terms of the refinancing shall be no less favorable than the terms of the original transaction. This section does not apply if the payment schedule was adjusted because of my seasonal or irregular income.

Section - Late Charge

COND.ID00880. The governing law state is Indiana and the Base Loan Terms Loan Act is Uniform Consumer Credit Code and the transaction is not a high-cost mortgage.

If Uniform Consumer Credit Code, then include:

I will pay this late charge promptly but only once for each late payment. I agree that you may change this amount pursuant to *Indiana Code* §§ 24-4.5-1-106 and 24-4.5-3-203.5 so as to always be the maximum amount allowed by law.

9. TILDisclosure-Dwelling-Variable-IO-AdjustmentMaxIn5

Section - Late Charge

Note: Section - Late Charge is used by all other TILs via content dependencies. You only need to make a selection once.

COND.ID00379. The governing law state is Indiana and the Base Loan Terms Loan Act is Uniform Consumer Credit Code and the transaction is not a high-cost mortgage.

If Uniform Consumer Credit Code, then include:

You will pay this late charge promptly but only once for each late payment. You agree that Lender may change this amount pursuant to *Indiana Code* §§ 24-4.5-1-106 and 24-4.5-3-203.5 so as to always be the maximum amount allowed by law.

Iowa

Uniform Consumer Credit Code

1. Assignment-LeasesAndRents-M2

Section - Iowa and Kansas-Notice To Consumer

COND.ID04052. The applicable law state is Iowa, AND the loan act is the Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

NOTICE TO CONSUMER:

1. Do not sign this paper before you read it.
2. You are entitled to a copy of this paper.
3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law.
4. If you prepay the unpaid balance, you may have to pay a minimum charge not greater than seven dollars and fifty cents.

2. AssignmentOfContractRightsRE

Section - Iowa and Kansas-Notice To Consumer

COND.ID04052. The applicable law state is Iowa, AND the loan act is the Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

NOTICE TO CONSUMER:

1. Do not sign this paper before you read it.
2. You are entitled to a copy of this paper.
3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law.
4. If you prepay the unpaid balance, you may have to pay a minimum charge not greater than seven dollars and fifty cents.

3. AssignmentOfLifeInsurancePolicy

Section - Signatures

COND.ID00106. The applicable law state is Iowa, the Uniform Consumer Credit Code applies, the loan is not open-ended credit, exportation of an interest rate from another jurisdiction has not been used to obtain the interest rate for this loan, and there is no prepayment penalty on the loan.

If Uniform Consumer Credit Code, the transaction is a closed end, there is not a minimum finance charge late fee or a prepayment penalty late fee, and an exportation of an interest rate has not been used, then include:

- Do not sign this paper before you read it.
- You are entitled to a copy of this paper.
- You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law.

COND.ID00107. The applicable law state is Iowa, the Uniform Consumer Credit Code applies, the loan is not open-ended credit, exportation of an interest rate from another jurisdiction has not been used to obtain the interest rate for this loan, and there is a prepayment penalty on the loan.

If Uniform Consumer Credit Code, the transaction is a closed end, there is a minimum finance charge late fee or a prepayment penalty late fee, and an exportation of an interest rate has not been used, then include:

- Do not sign this paper before you read it.
- You are entitled to a copy of this paper.
- You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law.
- If you prepay the unpaid balance, you may have to pay a minimum charge not greater than \$7.50.

COND.ID00108. The applicable law state is Iowa, the Uniform Consumer Credit Code applies, the loan is not open-ended credit, and an exportation of an interest rate from another jurisdiction has been used to obtain the interest rate for this loan.

If Uniform Consumer Credit Code, the transaction is a closed end and an exportation of an interest rate has been used, then include:

- Do not sign this paper before you read it.
- You are entitled to a copy of this paper.

4. ConstructionLoanAddendum

Notice - Notice to Consumer in Iowa

COND.ID00048. The governing law state is Iowa and the loan act for the transaction is the Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

Notice to Consumer. 1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law. 4. If you prepay the unpaid balance, you may have to pay a minimum charge not greater than \$7.50.

5. CreditAgreementOLFixedDraw

Section - Default

COND.ID00454. Governing law state is Iowa and the loan act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

- **Payments.** I fail to make a full payment within 10 days of being due.
- **Failure of Condition.** I fail to observe any other covenant, the breach of which materially impairs the condition, value or protection of, or your right in, any Property, or materially impairs my prospect to pay amounts due.

COND.ID00455. (a) The loan act is not Wisconsin Consumer Act, and (b) either (1) the governing law state is not Iowa, or (2) the loan act is not the Uniform Consumer Credit Code.

If the governing law state is Iowa and is not Uniform Consumer Credit Code, then include:

Payments. I fail to make a payment as required by this Agreement.

6. CreditAgreementOLFixedDrawRepay

Section - Default

COND.ID00454. Governing law state is Iowa and the loan act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

- **Payments.** I fail to make a full payment within 10 days of being due.
- **Failure of Condition.** I fail to observe any other covenant, the breach of which materially impairs the condition, value or protection of, or your right in, any Property, or materially impairs my prospect to pay amounts due.

COND.ID00455. (a) The loan act is not Wisconsin Consumer Act, and (b) either (1) the governing law state is not Iowa, or (2) the loan act is not the Uniform Consumer Credit Code.

If the governing law state is Iowa and is not Uniform Consumer Credit Code, then include:

Payments. I fail to make a payment as required by this Agreement.

7. CreditAgreementOLFixedEvergreen

Section - Default

COND.ID00454. Governing law state is Iowa and the loan act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

- **Payments.** I fail to make a full payment within 10 days of being due.
- **Failure of Condition.** I fail to observe any other covenant, the breach of which materially impairs the condition, value or protection of, or your right in, any Property, or materially impairs my prospect to pay amounts due.

COND.ID00455. (a) The loan act is not Wisconsin Consumer Act, and (b) either (1) the governing law state is not Iowa, or (2) the loan act is not the Uniform Consumer Credit Code.

If the governing law state is Iowa and is not Uniform Consumer Credit Code, then include:

Payments. I fail to make a payment as required by this Agreement.

8. CreditAgreementOLVariableDraw

Section - Default

COND.ID00454. Governing law state is Iowa and the loan act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

- **Payments.** I fail to make a full payment within 10 days of being due.
- **Failure of Condition.** I fail to observe any other covenant, the breach of which materially impairs the condition, value or protection of, or your right in, any Property, or materially impairs my prospect to pay amounts due.

COND.ID00455. (a) The loan act is not Wisconsin Consumer Act, and (b) either (1) the governing law state is not Iowa, or (2) the loan act is not the Uniform Consumer Credit Code.

If the governing law state is Iowa and is not Uniform Consumer Credit Code, then include:

Payments. I fail to make a payment as required by this Agreement.

9. CreditAgreementOLVariableDrawRepay

Section - Default

COND.ID00454. Governing law state is Iowa and the loan act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

- **Payments.** I fail to make a full payment within 10 days of being due.
- **Failure of Condition.** I fail to observe any other covenant, the breach of which materially impairs the condition, value or protection of, or your right in, any Property, or materially impairs my prospect to pay amounts due.

COND.ID00455. (a) The loan act is not Wisconsin Consumer Act, and (b) either (1) the governing law state is not Iowa, or (2) the loan act is not the Uniform Consumer Credit Code.

If the governing law state is Iowa and is not Uniform Consumer Credit Code, then include:

Payments. I fail to make a payment as required by this Agreement.

10. CreditAgreementOLVariableEvergreen

Section - Default

COND.ID00454. Governing law state is Iowa and the loan act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

- **Payments.** I fail to make a full payment within 10 days of being due.
- **Failure of Condition.** I fail to observe any other covenant, the breach of which materially impairs the condition, value or protection of, or your right in, any Property, or materially impairs my prospect to pay amounts due.

COND.ID00455. (a) The loan act is not Wisconsin Consumer Act, and (b) either (1) the governing law state is not Iowa, or (2) the loan act is not the Uniform Consumer Credit Code.

If the governing law state is Iowa and is not Uniform Consumer Credit Code, then include:

Payments. I fail to make a payment as required by this Agreement.

11. CreditAgreementPLFixedDraw

Section - Default

COND.ID00454. Governing law state is Iowa and the loan act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

- **Payments.** I fail to make a full payment within 10 days of being due.
- **Failure of Condition.** I fail to observe any other covenant, the breach of which materially impairs the condition, value or protection of, or your right in, any Property, or materially impairs my prospect to pay amounts due.

COND.ID00455. (a) The loan act is not Wisconsin Consumer Act, and (b) either (1) the governing law state is not Iowa, or (2) the loan act is not the Uniform Consumer Credit Code.

If the governing law state is Iowa and is not Uniform Consumer Credit Code, then include:

Payments. I fail to make a payment as required by this Agreement.

12. CreditAgreementPLFixedDrawRepay

Section - Default

COND.ID00454. Governing law state is Iowa and the loan act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

- **Payments.** I fail to make a full payment within 10 days of being due.
- **Failure of Condition.** I fail to observe any other covenant, the breach of which materially impairs the condition, value or protection of, or your right in, any Property, or materially impairs my prospect to pay amounts due.

COND.ID00455. (a) The loan act is not Wisconsin Consumer Act, and (b) either (1) the governing law state is not Iowa, or (2) the loan act is not the Uniform Consumer Credit Code.

If the governing law state is Iowa and is not Uniform Consumer Credit Code, then include:

Payments. I fail to make a payment as required by this Agreement.

13. CreditAgreementPLFixedEvergreen

Section - Default

COND.ID00454. Governing law state is Iowa and the loan act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

- **Payments.** I fail to make a full payment within 10 days of being due.
- **Failure of Condition.** I fail to observe any other covenant, the breach of which materially impairs the condition, value or protection of, or your right in, any Property, or materially impairs my prospect to pay amounts due.

COND.ID00455. (a) The loan act is not Wisconsin Consumer Act, and (b) either (1) the governing law state is not Iowa, or (2) the loan act is not the Uniform Consumer Credit Code.

If the governing law state is Iowa and is not Uniform Consumer Credit Code, then include:

Payments. I fail to make a payment as required by this Agreement.

14. CreditAgreementPLVariableDraw

Section - Default

COND.ID00454. Governing law state is Iowa and the loan act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

- **Payments.** I fail to make a full payment within 10 days of being due.
- **Failure of Condition.** I fail to observe any other covenant, the breach of which materially impairs the condition, value or protection of, or your right in, any Property, or materially impairs my prospect to pay amounts due.

COND.ID00455. (a) The loan act is not Wisconsin Consumer Act, and (b) either (1) the governing law state is not Iowa, or (2) the loan act is not the Uniform Consumer Credit Code.

If the governing law state is Iowa and is not Uniform Consumer Credit Code, then include:

Payments. I fail to make a payment as required by this Agreement.

15. CreditAgreementPLVariableDrawRepay

Section - Default

COND.ID00454. Governing law state is Iowa and the loan act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

- **Payments.** I fail to make a full payment within 10 days of being due.
- **Failure of Condition.** I fail to observe any other covenant, the breach of which materially impairs the condition, value or protection of, or your right in, any Property, or materially impairs my prospect to pay amounts due.

COND.ID00455. (a) The loan act is not Wisconsin Consumer Act, and (b) either (1) the governing law state is not Iowa, or (2) the loan act is not the Uniform Consumer Credit Code.

If the governing law state is Iowa and is not Uniform Consumer Credit Code, then include:

Payments. I fail to make a payment as required by this Agreement.

16. CreditAgreementPLVariableEvergreen

Section - Default

COND.ID00454. Governing law state is Iowa and the loan act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

- **Payments.** I fail to make a full payment within 10 days of being due.
- **Failure of Condition.** I fail to observe any other covenant, the breach of which materially impairs the condition, value or protection of, or your right in, any Property, or materially impairs my prospect to pay amounts due.

COND.ID00455. (a) The loan act is not Wisconsin Consumer Act, and (b) either (1) the governing law state is not Iowa, or (2) the loan act is not the Uniform Consumer Credit Code.

If the governing law state is Iowa and is not Uniform Consumer Credit Code, then include:

Payments. I fail to make a payment as required by this Agreement.

17. LoanAgreementConstructionConsumer

Section - Collection Expenses and Attorneys' Fees

COND.ID00383. The governing law state is Iowa and the loan act is the Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

Collection Expenses and Attorneys' Fees. On or after the occurrence of an Event of Default, to the extent permitted by law, Borrower and Owner agree to pay all expenses of collection, enforcement or protection of DTA.ID02220's rights and remedies under this Agreement or any other Loan Document. Expenses include, but are not limited to, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Promissory Note. All fees and expenses will be secured by the Property. In addition, to the extent permitted by the *United States Bankruptcy Code*, Borrower and Owner agree to pay the reasonable attorneys' fees incurred by DTA.ID02220 to protect DTA.ID02220's rights and interests in connection with any bankruptcy proceedings initiated by or against Borrower or Owner.

Otherwise

Collection Expenses and Attorneys' Fees. On or after the occurrence of an Event of Default, to the extent permitted by law, Borrower and Owner agree to pay all expenses of collection, enforcement or protection of DTA.ID02220's rights and remedies under this Agreement or any other Loan Document. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Promissory Note. All fees and expenses will be secured by the Property. In addition, to the extent permitted by the *United States Bankruptcy Code*, Borrower and Owner agree

to pay the reasonable attorneys' fees incurred by DTA.ID02220's rights and interests in connection with any bankruptcy proceedings initiated by or against Borrower or Owner.

Section - Signatures

COND.ID00383. The governing law state is Iowa and the loan act is the Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

Notice to Consumer. 1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law. 4. If you prepay the unpaid balance, you may have to pay a minimum charge not greater than \$7.50.

Section - Payments

COND.ID00614. The governing law state is Iowa and the Uniform Consumer Credit Code Loan act applies.

If Uniform Consumer Credit Code, then include:

Borrower fails to make any payment under any of the Loan Documents within 10 days of being due.

Otherwise

Borrower fails to make any payment under any of the Loan Documents in full when due.

Section - Default

COND.ID00614. The governing law state is Iowa and the Uniform Consumer Credit Code Loan act applies.

If Uniform Consumer Credit Code, then include:

Failure of Condition or Term. The Borrower or Owner fails to observe any other covenant, breach of which materially impairs the condition, value or protection of DTA.ID02220's right in any collateral securing the Loan or materially impairs Borrower's prospect to pay amounts due.

Section - Insolvency or Bankruptcy

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If Uniform Consumer Credit Code, then include:

Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against any of the Loan Parties.

Section - Death or Incompetency

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If Uniform Consumer Credit Code, then include:

Death or Incompetency. Any of the Loan Parties die or are declared legally incompetent.

Section - Failure to Perform

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If Uniform Consumer Credit Code, then include:

Failure to Perform. Any of the Loan Parties fail to perform any condition or to keep any promise or covenant contained in this Agreement or any other Loan Document.

Section - Other Loan Documents

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If Uniform Consumer Credit Code, then include:

Other Loan Documents. A default or event of default occurs under the terms of any other Loan Document.

Section - Other Agreements

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If Uniform Consumer Credit Code, then include:

Other Agreements. Any of the Loan Parties are in default on any other debt or under any other agreement such Loan Party has with DTA.ID02220.

Section - Misrepresentation

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If Uniform Consumer Credit Code, then include:

Misrepresentation. Any of the Loan Parties make any verbal or written statement or provide any financial information under or in connection with any Loan Document that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

Section - Judgment

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If Uniform Consumer Credit Code, then include:

Judgment. Any of the Loan Parties fail to satisfy or appeal any judgment against it.

Section - Name Change

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If the governing law state is Iowa and is not Uniform Consumer Credit Code, then include:

Name Change. Borrower or Owner change its name or assume an additional name without notifying DTA.ID02220 before making such a change.

Section - Property Transfer

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If Uniform Consumer Credit Code, then include:

Property Transfer. Any of the Loan Parties transfer all or a substantial part of such Loan Party's property or assets.

Section - Property Value

COND.ID00631. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, Idaho-Consumer Loan Act, South Carolina-Consumer Protection Act, WI-Wisconsin Consumer Act, or property state is not Tennessee.

If Uniform Consumer Credit Code, then include:

Property Value. DTA.ID02220 determines in good faith that the value of the Property has materially declined or is materially impaired.

Section - Insecurity

COND.ID00632. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, Idaho-Consumer Loan Act, South Carolina-Consumer Protection Act, WI-Wisconsin Consumer Act, Rhode Island, or Tennessee.

If the governing law state is Iowa and is not Uniform Consumer Credit Code, then include:

Insecurity. DTA.ID02220 determines in good faith that a material adverse change has occurred in any of the Loan Parties' financial condition from the conditions set forth in such Loan Party's most recent financial statement before the date of this Agreement or that the prospect for payment or performance of the Loan is impaired for any reason.

18. ModificationAgreementLoan

Section - Signatures

COND.ID00216. The governing law state is Iowa and the loan act for the transaction is the Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

Notice to Consumer. 1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law. 4. If you prepay the unpaid balance, you may have to pay a minimum charge not greater than \$7.50.

19. MortgageClosedEnd

Section - Default

COND.ID00229. Location state is Alabama, Arkansas, Connecticut, Delaware, Florida, Hawaii, Idaho, Illinois, Indiana, Kentucky, Louisiana, Massachusetts, Michigan, Montana, New Hampshire, New Mexico, North Dakota, Ohio, Oklahoma, Pennsylvania, South Dakota, Vermont, Washington, or Wyoming, or the property's location state is Iowa and the transaction is not subject to the Iowa Consumer Credit Code.

If the property state is Iowa and is not Uniform Consumer Credit Code, then include:

Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.

COND.ID04840. The property's location state is Iowa and the transaction is subject to the Iowa Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment within ten days after being due. Mortgagor will be in default if Mortgagor fails to observe any other covenant, the breach of which materially impairs the condition, value or protection of Lender's rights in the Property, or materially impairs Mortgagor's prospect to pay amounts due under the Secured Debt.

20. MortgageOpenEnd

Section - Remedies on Default

COND.ID04410. The Location State is Iowa and the Iowa Consumer Credit Code applies.

If Uniform Consumer Credit Code, then include:

In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default for more than 10 days. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter.

The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it happens again.

COND.ID04608. The Location State is Iowa and the Iowa Consumer Credit Code does not apply.

If the governing law state is Iowa and is not Uniform Consumer Credit Code, then include:

In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter.

The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it happens again.

21. NoteConsumer

Section - Limited Right to Refinance

COND.ID00383. The governing law state is Iowa and the loan act for the transaction is the Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

Limited Right to Refinance. If any scheduled payment is more than twice as large as the average of earlier scheduled payments, I have the right to refinance the amount of such payment at the time it is due without penalty, as provided for by state law. The terms of the refinancing shall be no less favorable than the terms of the original transaction.

This section does not apply if:

- (a) the payment schedule was adjusted because of my seasonal or irregular income, or
- (b) the original loan balance was greater than \$5,000 and the note is secured by a real estate mortgage, or
- (c) the loan is secured by a certificate of title in a motor vehicle.

Section - Default

COND.ID00383. The governing law state is Iowa and the loan act for the transaction is the Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

Subject to any limitations in the Real Estate or Residence Security section, I will be in default if any of the following occur:

1. Payments. I fail to make any payment within 10 days after it is due.
2. Property. My action or inaction materially and adversely affects the Property or your rights in the Property.

Otherwise

Subject to any limitations in the Real Estate or Residence Security section, I will be in default if any of the following occur:

1. Payments. I fail to make a payment as required by this note.
2. Property. My action or inaction adversely affects the Property or your rights in the Property.
3. Fraud. I engage in fraud or material misrepresentation in connection with this transaction.
4. DTA.ID02369 Other Documents. A default occurs under the terms of any other Loan Document.

Section - Collection Costs and Attorneys' Fees

COND.ID00383. The governing law state is Iowa and the loan act for the transaction is the Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

To the extent permitted by law, I agree to pay all costs of collection, replevin (an action for the recovery of property wrongfully taken or detained) or any other or similar type of cost if I am in default. To the extent permitted by the *United States Bankruptcy Code*, I also agree to pay the reasonable attorneys' fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

Otherwise

To the extent permitted by law, I agree to pay all costs of collection, replevin (an action for the recovery of property wrongfully taken or detained) or any other or similar type of cost if I am in default. In addition, if you hire an attorney to collect this note, I also agree to pay any reasonable fee you incur with such attorney plus court costs (except where prohibited by law). To the extent permitted by the *United States Bankruptcy Code*, I also agree to pay the reasonable attorneys' fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

Section - General Terms

COND.ID00383. The governing law state is Iowa and the loan act for the transaction is the Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

I agree that this loan is subject to Sections 537.1101 through 537.6204 of the *Uniform Consumer Credit Code*, as amended.

Section - Signatures

COND.ID00383. The governing law state is Iowa and the loan act for the transaction is the Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

Notice to Consumer. 1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law. 4. If you prepay the unpaid balance, you may have to pay a minimum charge not greater than \$7.50.

Kansas

Uniform Consumer Credit Code

1. Assignment-LeasesAndRents-M2

Section - Payments Made On Assignor's Behalf

COND.ID04003. The applicable law state is Colorado or Kansas, and the Uniform Consumer Credit Code applies.

If Uniform Consumer Credit Code, then include:

Payments Made On Assignor's Behalf. Amounts advanced on Assignor's behalf will be due and may be added to the Secured Debts, after providing Assignor with the required notice and a reasonable opportunity to perform.

Otherwise

Payments Made On Assignor's Behalf. Amounts advanced on Assignor's behalf will be immediately due and may be added to the Secured Debts.

Section - Iowa and Kansas-Notice To Consumer

COND.ID04053. The applicable law state is Kansas, AND the loan act is the Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

NOTICE TO CONSUMER:

1. Do not sign this agreement before you read it.
2. You are entitled to a copy of this agreement.
3. You may prepay the unpaid balance at any time without penalty.

2. AssignmentOfContractRightsRE

Section - Payments Made On Assignor's Behalf

COND.ID03990. The applicable law state is Colorado or Kansas, and the Uniform Consumer Credit Code applies.

If Uniform Consumer Credit Code, then include:

Payments Made On Assignor's Behalf. Amounts advanced on Assignor's behalf will be due and may be added to the Secured Debts, after providing Assignor with the required notice and a reasonable opportunity to perform.

Otherwise

Payments Made On Assignor's Behalf. Amounts advanced on Assignor's behalf will be immediately due and may be added to the Secured Debts.

Section - Iowa and Kansas-Notice To Consumer

NOTICE TO CONSUMER:

1. Do not sign this agreement before you read it.
2. You are entitled to a copy of this agreement.
3. You may prepay the unpaid balance at any time without penalty.

3. AssignmentOfLifeInsurancePolicy

Section - Signatures

COND.ID00092. The applicable law state is Kansas, and the Uniform Consumer Credit Code applies, open-ended credit does not apply, and an exportation of an interest rate from another jurisdiction has not been used to obtain the interest rate for this loan.

If Uniform Consumer Credit Code, the transaction is a closed end and an exportation of an interest rate has not been used, then include:

- Do not sign this agreement before you read it.
- You are entitled to a copy of this agreement.
- You may prepay the unpaid balance at any time without penalty.

COND.ID00109. The applicable law state is Kansas, and the Uniform Consumer Credit Code applies, open-ended credit does not apply, and an exportation of an interest rate from another jurisdiction has been used to obtain the interest rate for this loan.

If Uniform Consumer Credit Code, the transaction is a closed end and an exportation of an interest rate has been used, then include:

- Do not sign this agreement before you read it.
- You are entitled to a copy of this agreement.

4. ConstructionLoanAddendum

Notice - Notice to Consumer in Kansas

COND.ID00049. The governing law state is Kansas and the Base Loan Terms Loan Act is Uniform Consumer Credit Code.

If the Uniform Consumer Credit Code, then include:

1. Do not sign this Agreement before you read it.
2. You are entitled to a copy of this Agreement.
3. You may prepay the unpaid balance at any time without penalty.

5. ConsumerNotice-KS-M2

Select for a loan secured by first or second mortgage on the borrower's principal residence located in Kansas when the loan-to-value exceeds 100% and the loan is subject to provisions of the Kansas Uniform Consumer Credit Code.

Note: If Uniform Consumer Credit Code is not passed this form will not select.

6. CreditAgreementHEFixedDraw

Section - Collection Expenses and Attorneys' Fees

COND.ID00448. Governing law state is Kansas and the Base Loan Terms Loan Act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

All reasonable expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, collection agency fees or attorneys' fees and other court costs and legal expenses up to 15 percent of the unpaid amount due and payable if referred to someone other than a salaried employee. You are entitled to the collection of attorneys' fees or collection agency fees, but not both. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00449. Governing law state is Kansas and the Base Loan Terms Loan Act is NOT Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

All reasonable expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, collection agency fees or reasonable attorneys' fees and other court costs and legal expenses if referred to someone other than a salaried employee. You are entitled to the collection of attorneys' fees or collection agency fees, but not both. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

7. CreditAgreementHEFixedDrawRepay

Section - Collection Expenses and Attorneys' Fees

COND.ID00448. Governing law state is Kansas and the Base Loan Terms Loan Act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

All reasonable expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, collection agency fees or attorneys' fees and other court costs and legal expenses up to 15 percent of the unpaid amount due and payable if referred to someone other than a salaried employee. You are entitled to the collection of attorneys' fees or collection agency fees, but not both.

These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00449. Governing law state is Kansas and the Base Loan Terms Loan Act is NOT Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

All reasonable expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, collection agency fees or reasonable attorneys' fees and other court costs and legal expenses if referred to someone other than a salaried employee. You are entitled to the collection of attorneys' fees or collection agency fees, but not both. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

8. CreditAgreementHEVariableDraw

Section - Collection Expenses and Attorneys' Fees

COND.ID00448. Governing law state is Kansas and the Base Loan Terms Loan Act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

All reasonable expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, collection agency fees or attorneys' fees and other court costs and legal expenses up to 15 percent of the unpaid amount due and payable if referred to someone other than a salaried employee. You are entitled to the collection of attorneys' fees or collection agency fees, but not both. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00449. Governing law state is Kansas and the Base Loan Terms Loan Act is NOT Uniform Consumer Credit Code.

If the governing law state Kansas and is not Uniform Consumer Credit Code and is under, then include:

All reasonable expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, collection agency fees or reasonable attorneys' fees and other court costs and legal expenses if referred to someone other than a salaried employee. You are entitled to the collection of attorneys' fees or collection agency fees, but not both. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

9. Credit Agreement HE Variable Draw Repay

Section - Collection Expenses and Attorneys' Fees

COND.ID00448. Governing law state is Kansas and the Base Loan Terms Loan Act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

All reasonable expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, collection agency fees or attorneys' fees and other court costs and legal expenses up to 15 percent of the unpaid amount due and payable if referred to someone other than a salaried employee. You are entitled to the collection of attorneys' fees or collection agency fees, but not both. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00449. Governing law state is Kansas and the Base Loan Terms Loan Act is NOT Uniform Consumer Credit Code.

If the governing law state Kansas and is not Uniform Consumer Credit Code, then include:

All reasonable expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, collection agency fees or reasonable attorneys' fees and other court costs and legal expenses if referred to someone other than a salaried employee. You are entitled to the collection of attorneys' fees or collection agency fees, but not both. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

10. CreditAgreementOLDraw

Section - Collection Expenses and Attorneys' Fees

COND.ID00448. Governing law state is Kansas and the Base Loan Terms Loan Act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

All reasonable expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, collection agency fees or attorneys' fees and other court costs and legal expenses up to 15 percent of the unpaid amount due and payable if referred to someone other than a salaried employee. You are entitled to the collection of attorneys' fees or collection agency fees, but not both. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00449. Governing law state is Kansas and the Base Loan Terms Loan Act is NOT Uniform Consumer Credit Code.

If the governing law state is Kansas and is not Uniform Consumer Credit Code, then include:

All reasonable expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, collection agency fees or reasonable attorneys' fees and other court costs and legal expenses if referred to someone other than a salaried employee. You are entitled to the collection of attorneys' fees or collection agency fees, but not both. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

11. CreditAgreementOLDrawRepay

Section - Collection Expenses and Attorneys' Fees

COND.ID00448. Governing law state is Kansas and the Base Loan Terms Loan Act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

All reasonable expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, collection agency fees or attorneys' fees and other court costs and legal expenses up to 15 percent of the unpaid amount due and payable if referred to someone other than a salaried employee. You are entitled to the collection of attorneys' fees or collection agency fees, but not both. These expenses are due and payable immediately. If not paid immediately, these expenses

will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00449. Governing law state is Kansas and the Base Loan Terms Loan Act is NOT Uniform Consumer Credit Code.

If the governing law state is Kansas and is not Uniform Consumer Credit Code, then include:

All reasonable expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, collection agency fees or reasonable attorneys' fees and other court costs and legal expenses if referred to someone other than a salaried employee. You are entitled to the collection of attorneys' fees or collection agency fees, but not both. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

12. CreditAgreementOLEvergreen

Section - Collection Expenses and Attorneys' Fees

COND.ID00448. Governing law state is Kansas and the Base Loan Terms Loan Act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

All reasonable expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, collection agency fees or attorneys' fees and other court costs and legal expenses up to 15 percent of the unpaid amount due and payable if referred to someone other than a salaried employee. You are entitled to the collection of attorneys' fees or collection agency fees, but not both. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00449. Governing law state is Kansas and the Base Loan Terms Loan Act is NOT Uniform Consumer Credit Code.

If the governing law state is Kansas and is not Uniform Consumer Credit Code, then include:

All reasonable expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, collection agency

fees or reasonable attorneys' fees and other court costs and legal expenses if referred to someone other than a salaried employee. You are entitled to the collection of attorneys' fees or collection agency fees, but not both. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

13. CreditAgreementOLVariableDraw

Section - Collection Expenses and Attorneys' Fees

COND.ID00448. Governing law state is Kansas and the Base Loan Terms Loan Act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

All reasonable expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, collection agency fees or attorneys' fees and other court costs and legal expenses up to 15 percent of the unpaid amount due and payable if referred to someone other than a salaried employee. You are entitled to the collection of attorneys' fees or collection agency fees, but not both. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00449. Governing law state is Kansas and the Base Loan Terms Loan Act is NOT Uniform Consumer Credit Code.

If the governing law state is Kansas and is not Uniform Consumer Credit Code, then include:

All reasonable expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, collection agency fees or reasonable attorneys' fees and other court costs and legal expenses if referred to someone other than a salaried employee. You are entitled to the collection of attorneys' fees or collection agency fees, but not both. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

14. CreditAgreementOLVariableDrawRepay

Section - Collection Expenses and Attorneys' Fees

COND.ID00448. Governing law state is Kansas and the Base Loan Terms Loan Act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

All reasonable expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, collection agency fees or attorneys' fees and other court costs and legal expenses up to 15 percent of the unpaid amount due and payable if referred to someone other than a salaried employee. You are entitled to the collection of attorneys' fees or collection agency fees, but not both. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00449. Governing law state is Kansas and the Base Loan Terms Loan Act is NOT Uniform Consumer Credit Code.

If the governing law state is Kansas and is not Uniform Consumer Credit Code, then include:

All reasonable expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, collection agency fees or reasonable attorneys' fees and other court costs and legal expenses if referred to someone other than a salaried employee. You are entitled to the collection of attorneys' fees or collection agency fees, but not both. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

15. CreditAgreementOLVariableEvergreen

Section - Collection Expenses and Attorneys' Fees

COND.ID00448. Governing law state is Kansas and the Base Loan Terms Loan Act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

All reasonable expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, collection agency fees or attorneys' fees and other court costs and legal expenses up to 15 percent of the unpaid amount due and payable if referred to someone other than a salaried employee. You are entitled to the collection of attorneys' fees or collection agency fees, but not both. These expenses are due and payable immediately. If not paid immediately, these expenses

will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00449. Governing law state is Kansas and the Base Loan Terms Loan Act is NOT Uniform Consumer Credit Code.

If the governing law state is Kansas and is not Uniform Consumer Credit Code, then include:

All reasonable expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, collection agency fees or reasonable attorneys' fees and other court costs and legal expenses if referred to someone other than a salaried employee. You are entitled to the collection of attorneys' fees or collection agency fees, but not both. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

16. CreditAgreementPLFixedDraw

Section - Collection Expenses and Attorneys' Fees

COND.ID00448. Governing law state is Kansas and the Base Loan Terms Loan Act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

All reasonable expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, collection agency fees or attorneys' fees and other court costs and legal expenses up to 15 percent of the unpaid amount due and payable if referred to someone other than a salaried employee. You are entitled to the collection of attorneys' fees or collection agency fees, but not both. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00449. Governing law state is Kansas and the Base Loan Terms Loan Act is NOT Uniform Consumer Credit Code.

If the governing law state is Kansas and is not Uniform Consumer Credit Code, then include:

All reasonable expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, collection agency

fees or reasonable attorneys' fees and other court costs and legal expenses if referred to someone other than a salaried employee. You are entitled to the collection of attorneys' fees or collection agency fees, but not both. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

17. CreditAgreementPLFixedDrawRepay

Section - Collection Expenses and Attorneys' Fees

COND.ID00448. Governing law state is Kansas and the Base Loan Terms Loan Act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

All reasonable expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, collection agency fees or attorneys' fees and other court costs and legal expenses up to 15 percent of the unpaid amount due and payable if referred to someone other than a salaried employee. You are entitled to the collection of attorneys' fees or collection agency fees, but not both. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00449. Governing law state is Kansas and the Base Loan Terms Loan Act is NOT Uniform Consumer Credit Code.

If the governing law state is Kansas and is not Uniform Consumer Credit Code, then include:

All reasonable expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, collection agency fees or reasonable attorneys' fees and other court costs and legal expenses if referred to someone other than a salaried employee. You are entitled to the collection of attorneys' fees or collection agency fees, but not both. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

18. CreditAgreementPLFixedEvergreen

Section - Collection Expenses and Attorneys' Fees

COND.ID00448. Governing law state is Kansas and the Base Loan Terms Loan Act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

All reasonable expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, collection agency fees or attorneys' fees and other court costs and legal expenses up to 15 percent of the unpaid amount due and payable if referred to someone other than a salaried employee. You are entitled to the collection of attorneys' fees or collection agency fees, but not both. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00449. Governing law state is Kansas and the Base Loan Terms Loan Act is NOT Uniform Consumer Credit Code.

If the governing law state is Kansas and is not Uniform Consumer Credit Code, then include:

All reasonable expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, collection agency fees or reasonable attorneys' fees and other court costs and legal expenses if referred to someone other than a salaried employee. You are entitled to the collection of attorneys' fees or collection agency fees, but not both. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

19. CreditAgreementPLVariableDraw

Section - Collection Expenses and Attorneys' Fees

COND.ID00448. Governing law state is Kansas and the Base Loan Terms Loan Act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

All reasonable expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, collection agency fees or attorneys' fees and other court costs and legal expenses up to 15 percent of the unpaid amount due and payable if referred to someone other than a salaried employee. You are entitled to the collection of attorneys' fees or collection agency fees, but not both. These expenses are due and payable immediately. If not paid immediately, these expenses

will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00449. Governing law state is Kansas and the Base Loan Terms Loan Act is NOT Uniform Consumer Credit Code.

If the governing law state is Kansas and is not Uniform Consumer Credit Code, then include:

All reasonable expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, collection agency fees or reasonable attorneys' fees and other court costs and legal expenses if referred to someone other than a salaried employee. You are entitled to the collection of attorneys' fees or collection agency fees, but not both. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

20. CreditAgreementPLVariableDrawRepay

Section - Collection Expenses and Attorneys' Fees

COND.ID00448. Governing law state is Kansas and the Base Loan Terms Loan Act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

All reasonable expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, collection agency fees or attorneys' fees and other court costs and legal expenses up to 15 percent of the unpaid amount due and payable if referred to someone other than a salaried employee. You are entitled to the collection of attorneys' fees or collection agency fees, but not both. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00449. Governing law state is Kansas and the Base Loan Terms Loan Act is NOT Uniform Consumer Credit Code.

If the governing law state is Kansas and is not Uniform Consumer Credit Code, then include:

All reasonable expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, collection agency

fees or reasonable attorneys' fees and other court costs and legal expenses if referred to someone other than a salaried employee. You are entitled to the collection of attorneys' fees or collection agency fees, but not both. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

21. CreditAgreementPLVariableEvergreen

Section - Collection Expenses and Attorneys' Fees

COND.ID00448. Governing law state is Kansas and the Base Loan Terms Loan Act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

All reasonable expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, collection agency fees or attorneys' fees and other court costs and legal expenses up to 15 percent of the unpaid amount due and payable if referred to someone other than a salaried employee. You are entitled to the collection of attorneys' fees or collection agency fees, but not both. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00449. Governing law state is Kansas and the Base Loan Terms Loan Act is NOT Uniform Consumer Credit Code.

If the governing law state is Kansas and is not Uniform Consumer Credit Code, then include:

All reasonable expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, collection agency fees or reasonable attorneys' fees and other court costs and legal expenses if referred to someone other than a salaried employee. You are entitled to the collection of attorneys' fees or collection agency fees, but not both. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

22. LoanAgreementConstructionConsumer

Section - Acceleration

COND.ID00481. The governing law state is Kansas and the loan act is the Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

DTA.ID02220 may make all or any part of the amount owing by the terms of this Agreement immediately due. This remedy is subject to Borrower's limited right to cure certain defaults and to receive notice of such a right under *Kan. Stat. Ann.* §§ 16a-5-110 and 16a-5-111.

Section - Insolvency or Bankruptcy

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If the governing law state is Kansas and is not Uniform Consumer Credit Code, then include:

Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against any of the Loan Parties.

Section - Death or Incompetency

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If the governing law state is Kansas and is not Uniform Consumer Credit Code, then include:

Death or Incompetency. Any of the Loan Parties die or are declared legally incompetent.

Section - Failure to Perform

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If the governing law state is Kansas and is not Uniform Consumer Credit Code, then include:

Failure to Perform. Any of the Loan Parties fail to perform any condition or to keep any promise or covenant contained in this Agreement or any other Loan Document.

Section - Other Loan Documents

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If the governing law state is Kansas and is not Uniform Consumer Credit Code, then include:

Other Loan Documents. A default or event of default occurs under the terms of any other Loan Document.

Section - Other Agreements

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If the governing law state is Kansas and is not Uniform Consumer Credit Code, then include:

Other Agreements. Any of the Loan Parties are in default on any other debt or under any other agreement such Loan Party has with DTA.ID02220.

Section - Misrepresentation

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If the governing law state is Kansas and is not Uniform Consumer Credit Code, then include:

Misrepresentation. Any of the Loan Parties make any verbal or written statement or provide any financial information under or in connection with any Loan Document that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

Section - Judgment

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If the governing law state is Kansas and is not Uniform Consumer Credit Code, then include:

Judgment. Any of the Loan Parties fail to satisfy or appeal any judgment against it.

Section - Name Change

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If the governing law state is Kansas and is not Uniform Consumer Credit Code, then include:

Name Change. Borrower or Owner change its name or assume an additional name without notifying DTA.ID02220 before making such a change.

Section - Property Transfer

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If the governing law state is Kansas and is not Uniform Consumer Credit Code, then include:

Property Transfer. Any of the Loan Parties transfer all or a substantial part of such Loan Party's property or assets.

Section - Default

COND.ID00622. The governing law state is Idaho-Consumer Protection Act applies, Kansas-UCCC applies, Maine-UCCC applies or South Carolina-Consumer Protection Code applies.

If Uniform Consumer Credit Code, then include:

Other Events. Anything else happens that causes DTA.ID02220 to reasonably believe that the prospect of payment, performance or realization of the Property is significantly impaired.

Section - Property Value

COND.ID00631. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, Idaho-Consumer Loan Act, South Carolina-Consumer Protection Act, WI-Wisconsin Consumer Act, or property state is not Tennessee.

If the governing law state is Kansas and is not Uniform Consumer Credit Code, then include:

Property Value. DTA.ID02220 determines in good faith that the value of the Property has materially declined or is materially impaired.

Section - Insecurity

COND.ID00632. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, Idaho-Consumer Loan Act, South Carolina-Consumer Protection Act, WI-Wisconsin Consumer Act, Rhode Island, or Tennessee.

If the governing law state is Kansas and is not Uniform Consumer Credit Code, then include:

Insecurity. DTA.ID02220 determines in good faith that a material adverse change has occurred in any of the Loan Parties' financial condition from the conditions set forth in such Loan Party's most recent financial statement before the date of this Agreement or that the prospect for payment or performance of the Loan is impaired for any reason.

23. LoanExtensionAgreement

Section - Signatures

COND.ID00481. The governing law state is Kansas and the Base Loan Terms Loan Act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

Notice to Consumer

1. Do not sign this Agreement before you read it. 2. You are entitled to a copy of this Agreement. 3. You may prepay the unpaid balance at any time without penalty.

24. ModificationAgreement-Loan

Section - Signatures

COND.ID00295. The governing law state is Kansas, AND the loan act is the Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

Notice to Consumer

1. Do not sign this Agreement before you read it. 2. You are entitled to a copy of this Agreement. 3. You may prepay the unpaid balance at any time without penalty.

25. NDAS

Section - Returned Check Charge

Returned Payment Fee. I agree to pay a service charge of DTA.ID00785 for each insufficient check or returned automatic payment request.

DTA.ID01328 I agree that this loan is subject to Sections 16a-1-101 through 16a-9-102 of the *Kansas Uniform Consumer Credit Code*, as amended (including Section 16a-2-401).

DTA.ID01328. Base Loan Terms Loan Act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then the DTA.ID01328 box is checked.

Section - Collection Expenses and Attorneys' Fees

COND.ID00627. Governing law state is Kansas and the Base Loan Terms Loan Act is Uniform Consumer Credit Code and the loan is not precomputed.

If Uniform Consumer Credit Code, then include:

Collection Expenses and Attorneys' Fees. On or after Default, to the extent permitted by law, I agree to pay all reasonable expenses of collection, enforcement, or protection of your rights and remedies under this Loan Agreement. Expenses include, but are not limited to, attorneys' fees, court costs and collection agency fees, if such costs do not exceed 15% of the unpaid amount due and payable after default and are not incurred by a salaried employee of the creditor or its assignee. You are not entitled to the payment of both collection agency fees and attorneys' fees. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the rate provided in the terms of this Loan Agreement. All fees and expenses will be secured by the Property I have granted you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

COND.ID00628. Governing law state is Kansas and the Base Loan Terms Loan Act is not Uniform Consumer Credit Code and the loan is not precomputed.

If the governing law state is Kansas and is not Uniform Consumer Credit Code, then include:

Collection Expenses and Attorneys' Fees. On or after Default, to the extent permitted by law, I agree to pay all reasonable expenses of collection, enforcement, or protection of your rights and remedies under this Loan Agreement. Expenses include, but are not limited to, collection agency fees or reasonable attorneys' fees and other court costs and legal expenses if referred to someone other than a salaried employee. You are entitled to the collection of attorneys' fees or collection agency fees, but not both. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the rate provided in the terms of this Loan Agreement. All fees and expenses will be secured by the Property I have granted you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

26. NoteConsumer

Section - Limited Right to Refinance

COND.ID00481. The governing law state is Kansas and the Base Loan Terms Loan Act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

Limited Right to Refinance. If any scheduled payment is more than twice as large as the average of earlier scheduled payments, I have the right to refinance the amount of such payment at the time it is due without penalty, as provided for by state law. The terms of the refinancing shall be no less favorable than the terms of the original transaction. This section does not apply if the payment schedule was adjusted because of my seasonal or irregular income.

Section - Default

COND.ID00481. The governing law state is Kansas and the Base Loan Terms Loan Act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

Subject to any limitations in the Real Estate or Residence Security section, I will be in default if any of the following occur:

1. Payments. I fail to make a payment as required by this note.
2. Property. My action or inaction significantly and adversely affects the Property or your rights in the Property.

Otherwise

Subject to any limitations in the Real Estate or Residence Security section, I will be in default if any of the following occur:

1. Payments. I fail to make a payment as required by this note.
2. Property. My action or inaction adversely affects the Property or your rights in the Property.
3. Fraud. I engage in fraud or material misrepresentation in connection with this transaction.
4. DTA.ID02369 Other Documents. A default occurs under the terms of any other Loan Document.

Section - General Terms

COND.ID00481. The governing law state is Kansas and the Base Loan Terms Loan Act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

This note is governed by the law of the state of Kansas, the United States of America, and to the extent required, by the law of the jurisdiction where the Property is located. Any term of this note which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation. If any provision of this note cannot be enforced according to its terms, this fact will not affect the enforceability of the

remainder of this note. No modification of this note may be made without your express written consent. Time is of the essence in this note. I also agree that this note is subject to Sections 16a-1-101 through 16a-9-102 of the *Kansas Uniform Consumer Credit Code*, as amended (including Section 16a-2-401).

Otherwise

This note is governed by the law of the state of DTA.ID00935, the United States of America, and to the extent required, by the law of the jurisdiction where the Property is located. Any term of this note which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation. If any provision of this note cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this note. No modification of this note may be made without your express written consent. Time is of the essence in this note.

Section - Signatures

COND.ID00481. The governing law state is Kansas and the Base Loan Terms Loan Act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

Notice to Consumer

1. Do not sign this Agreement before you read it. 2. You are entitled to a copy of this Agreement. 3. You may prepay the unpaid balance at any time without penalty.

Section - Collection Costs and Attorneys' Fees

COND.ID00482. Governing law state is Kansas and the Base Loan Terms Loan Act is NOT Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

To the extent permitted by law, I agree to pay all reasonable costs of collection, replevin (an action for the recovery of property wrongfully taken or detained) or any other or similar type of cost if I am in default. Expenses include, but are not limited to, collection agency fees or reasonable attorneys' fees and other court costs and legal expenses if referred to someone other than a salaried employee. You are entitled to the collection of attorneys' fees or collection agency fees, but not both. To the extent permitted by the *United States Bankruptcy Code*, I also agree to pay the reasonable attorneys' fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

COND.ID00584. Governing law state is Kansas and the Base Loan Terms Loan Act is Uniform Consumer Credit Code.

If the governing law state is Kansas and is not Uniform Consumer Credit Code, then include:

To the extent permitted by law, I agree to pay all reasonable costs of collection, replevin (an action for the recovery of property wrongfully taken or detained) or any other or similar type of cost if I am in default. Expenses include, but are not limited to, attorneys' fees, court costs and collection agency fees, if such costs do not exceed 15% of the unpaid amount due and payable after default and are not incurred by a salaried employee of the creditor or its assignee. You are not entitled to the payment of both collection agency fees

and attorneys' fees. You are entitled to the collection of attorneys' fees or collection agency fees, but not both. To the extent permitted by the *United States Bankruptcy Code*, I also agree to pay the reasonable attorneys' fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

Louisiana

Louisiana Consumer Credit Law

NoteConsumer

Section - Prepayment

COND.ID00586. Governing law state is Louisiana and loan act is Louisiana Consumer Credit Law.

If Louisiana Consumer Credit Law, then include:

I may prepay this note in whole or in part at any time. Any partial prepayment will not excuse any later scheduled payments until I pay in full. If this note is prepaid in full, or upon maturity by acceleration, I may be entitled to a refund of part of the finance charge. There will not be a refund if all of the following conditions are met:

- The original amount financed under this note is \$10,000.00 or more.
- The original scheduled term of this note is 36 months or longer.
- Prepaid finance charges assessed under this note do not exceed 5% of the original amount financed or amount deferred.

If one or more of these conditions are not met the refund will be determined using the Rule of 78's method. You will retain a DTA.ID01380 prepayment charge before making this calculation, unless more than one-half of the term of this note has elapsed. You will not refund amounts less than \$1.00.

Otherwise

I may prepay this note in whole, or in part, at any time, without penalty. If I prepay in part, I must still make each later payment in the original amount as it becomes due until this note is paid in full.

Section - Required Credit Insurance

COND.ID00996. The governing law state is Louisiana and the loan act is either the Louisiana Consumer Credit Law or Motor Vehicle Sales Finance Act.

If Louisiana Consumer Credit Law, then include:

DTA.ID02149 The insurance listed below is required to obtain credit. I have the option of furnishing the required amount of insurance through existing insurance policies owned or controlled by me, or by obtaining the required coverage through any insurer reasonably acceptable to you. If I obtain the required credit insurance from you I will pay the following premium:

Otherwise

DTA.ID02149 The insurance listed below is required to obtain credit. I have the option of furnishing the required amount of insurance through existing insurance policies owned or

controlled by me, or by obtaining the required coverage through any insurer reasonably acceptable to you. If I obtain the required credit insurance from you I will pay the following premium:

Section - General Terms

COND.ID00586. Governing law state is Louisiana and loan act is Louisiana Consumer Credit Law.

If Louisiana Consumer Credit Law, then include:

I agree that this loan is subject to the provisions of the *Louisiana Consumer Credit Law*, as amended (La. Rev. Stat. Ann. § 9:3510 et. seq.).

COND.ID01510. Governing law state is Louisiana and the Base Loan Terms Loan Act is the Residential Mortgage Lending Act.

If Residential Mortgage Lending Act, then include:

I agree that this loan is subject to the provisions of *the Residential Mortgage Lending Act*, as amended (La. Rev. Stat. Ann. § 6:1081 et. seq.).

Motor Vehicle Sales Finance Act

1. NDAS

Section - Post-Maturity Interest

COND.ID00193. (a) (1) Governing law state is Alabama, Alaska, Arkansas, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Maine, Mississippi, Missouri, Montana, New Mexico, North Carolina, North Dakota, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Virginia, Washington, West Virginia or Wyoming, or (2)(i) governing law state is Louisiana and (ii) the loan act is "Motor Vehicle Sales Finance Act", and (b) the loan is precomputed.

If Motor Vehicle Sales Finance Act, then include:

Post-Maturity Interest. Interest will accrue at the rate of DTA.ID00338 per year on the balance of this Loan Agreement not paid at maturity, including maturity by acceleration.

For purposes of this section, final maturity occurs on any of the following dates:

1. On the date of the last scheduled payment of principal.
2. On the date you accelerate the due date of this Loan Agreement (demand immediate payment).

COND.ID00673. Governing law state is Louisiana and the loan is precomputed and the loan act is NOT "Motor Vehicle Sales Finance Act".

If the governing law state is Louisiana and is not Motor Vehicle Sales Finance Act, then include:

Post-Maturity Interest. DTA.ID00338 per year on the balance of this Loan Agreement not paid at maturity, including maturity by acceleration. If the post-maturity rate exceeds 18% per year, one year after contractual maturity the rate will be reduced to 18% per year.

For purposes of this section, final maturity occurs on any of the following dates:

- On the date of the last scheduled payment of principal.
- On the date you accelerate the due date of this Loan Agreement (demand immediate payment).

Section - Prepayment

COND.ID00671. Governing law state is Louisiana, the loan is NOT precomputed, and the loan act is NOT "Motor Vehicle Sales Finance Act".

If the governing law state is Louisiana, is not Motor Vehicle Sales Finance Act and is not precomputed, then include:

I may prepay this Loan Agreement in whole or in part at any time. Any partial prepayment will not excuse any later scheduled payments until I pay in full. If this Loan Agreement is prepaid in full, or upon maturity by acceleration, I may be entitled to a refund of part of the finance charge. There will not be a refund if all of the following conditions are met:

- The original amount financed under this Loan Agreement is \$10,000.00 or more.
- The original scheduled term of this Loan Agreement is 36 months or longer.
- Prepaid finance charges assessed under this Loan Agreement do not exceed 5% of the original amount financed or amount deferred.

If one or more of these conditions are not met the refund will be determined using the Rule of 78's method. You will retain a DTA.ID01380 prepayment charge before making this calculation, unless more than one-half of the term of this Loan Agreement has elapsed. You will not refund amounts less than \$1.00.

COND.ID00672. Governing law state is Louisiana and the loan is NOT precomputed and the loan act is "Motor Vehicle Sales Finance Act".

If Motor Vehicle Sales Finance Act and is not precomputed, then include:

I may prepay this Loan Agreement in whole or in part at any time. Any partial prepayment will not excuse any later scheduled payments until I pay in full. I agree to pay a prepayment charge of DTA.ID01380 upon prepayment in full, or upon maturity by acceleration. If this Loan Agreement is prepaid in full, or upon maturity by acceleration, I may be entitled to a refund of part of the finance charge. There will not be a refund if all of the following conditions are met:

- The original amount financed under this Loan Agreement is \$5,000.00 or more.
- The original scheduled term of this Loan Agreement is 24 months or longer.
- Prepaid finance charges assessed under this Loan Agreement do not exceed 5% of the original amount financed or amount deferred.

If one or more of these conditions are not met the refund will be determined on the basis of at least 90% of the Rule of 78's method. You will not refund amounts less than \$1.00.

COND.ID00673. Governing law state is Louisiana and the loan is precomputed and the loan act is NOT "Motor Vehicle Sales Finance Act".

If the governing law state is Louisiana, the loan is precomputed, and is not Motor Vehicle Sales Finance Act, then include:

I may prepay this Loan Agreement in whole or in part at any time. Any partial prepayment will not excuse any later scheduled payments until I pay in full. If this Loan Agreement is prepaid in full, or upon maturity by acceleration, I may be entitled to a refund of any unearned portion of the interest paid to you. If the term of this Loan Agreement is 61 months or less, you will recalculate the precomputed interest charge using the rule of 78's to determine the exact amount then due. You will retain a DTA.ID01380 prepayment charge before making this calculation, unless more than one-half of the term of this Loan Agreement has elapsed. If the term of this Loan Agreement exceeds 61 months, you will compute the refund based on a method which is at least as favorable to me as the actuarial method. You will not refund amounts less than \$1.00.

COND.ID00674. Governing law state is Louisiana and the loan is precomputed and the loan act is "Motor Vehicle Sales Finance Act".

If Motor Vehicle Sales Finance Act and is precomputed, then include:

I may prepay this Loan Agreement in whole or in part at any time. Any partial prepayment will not excuse any later scheduled payments until I pay in full. If this Loan Agreement is prepaid in full, or upon maturity by acceleration, I may be entitled to a refund of any unearned portion of the interest paid to you. If the term of this Loan Agreement is 61 months or less, you will determine the refund on the basis of at least 90% of the Rule of 78's method. You will retain a DTA.ID01380 prepayment charge before making this calculation, unless more than one-half of the term of this Loan Agreement has elapsed. If the term of this Loan Agreement exceeds 61 months, you will compute the refund based on a method which is at least as favorable to me as the actuarial method. You will not refund amounts less than \$1.00.

Section - Additional Charges

COND.ID00673. Governing law state is Louisiana and the loan is precomputed and the loan act is NOT "Motor Vehicle Sales Finance Act".

If the governing law state is Louisiana and is not Motor Vehicle Sales Finance Act, then include:

DTA.ID01242 Additional Charges. I also agree to pay the following additional fee(s):
DTA.ID01313 A nonrefundable Origination Fee of DTA.ID01314. DTA.ID01352 A nonrefundable Documentation Fee of DTA.ID01353. DTA.ID01354 A nonrefundable Convenience Fee of DTA.ID01355. DTA.ID01356 A nonrefundable Notary Fee of DTA.ID01357. DTA.ID01360 An additional DTA.ID01358 refundable DTA.ID01359 nonrefundable DTA.ID01361 of DTA.ID01362. These fees will be DTA.ID01363 paid in cash. DTA.ID01364 paid pro rata over the loan term. DTA.ID01365 withheld from the loan proceeds. (The sum above already includes this fee unless it is paid in cash.)

COND.ID00674. Governing law state is Louisiana and the loan is precomputed and the loan act is "Motor Vehicle Sales Finance Act".

If Motor Vehicle Sales Finance Act and is precomputed, then include:

DTA.ID01242 Additional Charges. I also agree to pay the following additional fee(s):
<DTA.ID01352 A nonrefundable Documentation Fee of DTA.ID01353. DTA.ID01354 A nonrefundable Convenience Fee of DTA.ID01355. DTA.ID01356 A nonrefundable Notary Fee of DTA.ID01357. DTA.ID01360 An additional DTA.ID01358 refundable DTA.ID01359 nonrefundable DTA.ID01361 of DTA.ID01362. These fees will be DTA.ID01363 paid in cash. DTA.ID01364 paid pro rata over the loan term. DTA.ID01365 withheld from the loan proceeds. (The sum above already includes this fee unless it is paid in cash.)

Section - Deferral Charge

COND.ID00673. Governing law state is Louisiana and the loan is precomputed and the loan act is NOT "Motor Vehicle Sales Finance Act".

If the governing law state is Louisiana and is not Motor Vehicle Sales Finance Act, then include:

Deferral Charge. If an installment is not paid within 10 days after it is due, I agree that you may unilaterally grant a deferral and make charges for such deferral as provided in *La. Rev. Stat. Ann. § 9:3528*.

COND.ID00674. Governing law state is Louisiana and the loan is precomputed and the loan act is "Motor Vehicle Sales Finance Act".

If Motor Vehicle Sales Finance Act and is precomputed, then include:

Deferral Charge. If an installment is not paid within 10 days after it is due, I agree that you may unilaterally grant a deferral and make charges for such deferral as provided in *La. Rev. Stat. Ann. § 6:969.16*.

Section - Conversion

COND.ID00673. Governing law state is Louisiana and the loan is precomputed and the loan act is NOT "Motor Vehicle Sales Finance Act".

If the governing law state is Louisiana and is not Motor Vehicle Sales Finance Act, then include:

Conversion. If two installments or other regular payments, or parts thereof, are in default for 10 days or more, you may after first giving me written notice, convert this loan into a simple interest transaction. If you elect to convert this loan, you shall provide me with a rebate pursuant to *La. Rev. Stat. Ann. § 9:3532* and thereafter make a loan finance charge as authorized under *La. Rev. Stat. Ann. § 9:3519*. The amount of the rebate shall not be reduced by the amount of any minimum loan finance charge, but you may deduct a prepayment charge if allowed by law.

COND.ID00674. Governing law state is Louisiana and the loan is precomputed and the loan act is "Motor Vehicle Sales Finance Act".

If Motor Vehicle Sales Finance Act and is precomputed, then include:

Conversion. If two installments or other regular payments, or parts thereof, are in default for 10 days or more, you may after first giving me written notice, convert this loan into a simple interest transaction. If you elect to convert this loan, you shall provide me with a rebate pursuant to *La. Rev. Stat. Ann. § 6:969.20* and thereafter make a loan finance charge as authorized under *La. Rev. Stat. Ann. § 6:969.9*. The amount of the rebate shall

not be reduced by the amount of any minimum loan finance charge, but you may deduct a prepayment charge if allowed by law.

Section - Collection Expenses and Attorneys' Fees

COND.ID00678. Governing law state is Louisiana and the loan act is NOT the Motor Vehicle Sales Finance Act.

If the governing law state is Louisiana and is not Motor Vehicle Sales Finance Act, then include:

Collection Expenses and Attorneys' Fees. On or after Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement, or protection of your rights and remedies under this Loan Agreement. Expenses include attorneys' fees not in excess of 25% of the unpaid debt, after default and referral to an attorney for collection. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the rate provided in the terms of this Loan Agreement. All fees and expenses will be secured by the Property I have granted you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

COND.ID00679. Governing law state is Louisiana and the loan act is the Motor Vehicle Sales Finance Act.

If Motor Vehicle Sales Finance Act, then include:

Collection Expenses and Attorneys' Fees. On or after Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement, or protection of your rights and remedies under this Loan Agreement. Expenses include attorneys' fees not in excess of 25% of the total amount payable under this Loan Agreement. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the rate provided in the terms of this Loan Agreement. All fees and expenses will be secured by the Property I have granted you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

Section - Insurance

COND.ID00679. Governing law state is Louisiana and the loan act is the Motor Vehicle Sales Finance Act.

If Motor Vehicle Sales Finance Act, then include:

If the Property includes a motor vehicle and you provide the required motor vehicle insurance, the insurance sold to me does not satisfy my duty to insure a motor vehicle under *La. Rev. Stat. Ann.* §§ 32.851 et seq. All motorists are required by law to be covered by a motor vehicle liability policy with legally prescribed liability limits, and the failure to meet those limits will subject the motorist to penalties, which may include the suspension or revocation of driving privileges.

Section - GAP Coverage

COND.ID00679. Governing law state is Louisiana and the loan act is the Motor Vehicle Sales Finance Act.

If Motor Vehicle Sales Finance Act, then include:

DTA.ID01092 GAP Coverage. GAP coverage is not required to obtain credit and will not be provided unless I sign and agree to pay the additional cost. If I get the coverage from or through you, I will pay DTA.ID01090 for DTA.ID01091 of coverage.

I DTA.ID01093 do DTA.ID01094 do not want GAP coverage.

2. NoteConsumer

Section - Collection Costs and Attorneys' Fees

COND.ID00588. Governing law state is Louisiana AND the loan act is NOT Motor Vehicle Sales Finance Act.

If the governing law state is Louisiana and is not Motor Vehicle Sales Finance Act, then include:

On or after Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement, or protection of your rights and remedies under this note. Expenses include attorneys' fees not in excess of 25% of the unpaid debt, after default and referral to an attorney for collection. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the rate provided in the terms of this note. All fees and expenses will be secured by the Property I have granted you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

COND.ID00587. Governing law state is Louisiana and loan act is Motor Vehicle Sales Finance Act.

If Motor Vehicle Sales Finance Act, then include:

On or after Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement, or protection of your rights and remedies under this note. Expenses include attorneys' fees not in excess of 25% of the total amount payable under this note. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the rate provided in the terms of this note. All fees and expenses will be secured by the Property I have granted you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

Section - Required Credit Insurance

COND.ID00996. The governing law state is Louisiana and the loan act is either the Louisiana Consumer Credit Law or Motor Vehicle Sales Finance Act.

If Motor Vehicle Sales Finance Act, then include:

DTA.ID02149 The insurance listed below is required to obtain credit. I have the option of furnishing the required amount of insurance through existing insurance policies owned or controlled by me, or by obtaining the required coverage through any insurer reasonably acceptable to you. If I obtain the required credit insurance from you I will pay the following premium:

Otherwise

DTA.ID02149 The insurance listed below is required to obtain credit. I have the option of furnishing the required amount of insurance through existing insurance policies owned or controlled by me, or by obtaining the required coverage through any insurer reasonably acceptable to you. If I obtain the required credit insurance from you I will pay the following premium:

Maine

Uniform Consumer Credit Code

1. Credit Agreement HE Fixed Draw

Section - Collection Expenses and Attorneys' Fees

COND.ID00446. Applicable Law State is Maine and the Uniform Consumer Credit Code does NOT apply.

If the applicable law state is Maine and is not Uniform Consumer Credit Code, then include:

Subject to any legally required notice and right to cure, all reasonable expenses of collection, enforcement, or protection of your rights and remedies under this Agreement. Expenses include reasonable attorneys' fees, legal expenses and other costs. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00447. Applicable Law State is Maine and the Uniform Consumer Credit Code DOES apply.

If Uniform Consumer Credit Code, then include:

Subject to any legally required notice and right to cure, all reasonable expenses of collection, enforcement, or protection of your rights and remedies under this Agreement. Expenses include the following attorneys' fees, court costs and other legal expenses.

- If this Agreement is secured by real estate, then including reasonable attorneys' fees, legal expenses and other reasonable costs incurred in realizing on real property.
- If this Agreement is secured by personal property and the ANNUAL PERCENTAGE RATE on the obligation is equal to or less than 12¼%, then attorneys' fees not in excess of 15% of the unpaid debt after default and referral to an attorney for collection who is not a salaried employee of yours, and also any reasonable charges incurred in realizing on the property other than attorneys' fees.
- If this Agreement is secured by personal property and the ANNUAL PERCENTAGE RATE on the obligation is greater than 12¼%, then any reasonable charges incurred in realizing on the property other than attorneys' fees.

These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the

Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

2. CreditAgreementHEFixedDrawRepay

Section - Collection Expenses and Attorneys' Fees

COND.ID00446. Applicable Law State is Maine and the Uniform Consumer Credit Code does NOT apply.

If the jurisdiction state is Maine and is not Uniform Consumer Credit Code, then include:

Subject to any legally required notice and right to cure, all reasonable expenses of collection, enforcement, or protection of your rights and remedies under this Agreement. Expenses include reasonable attorneys' fees, legal expenses and other costs. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00447. Applicable Law State is Maine and the Uniform Consumer Credit Code DOES apply.

If Uniform Consumer Credit Code, then include:

Subject to any legally required notice and right to cure, all reasonable expenses of collection, enforcement, or protection of your rights and remedies under this Agreement. Expenses include the following attorneys' fees, court costs and other legal expenses.

These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

3. CreditAgreementHEVariableDraw

Section - Collection Expenses and Attorneys' Fees

COND.ID00446. Applicable Law State is Maine and the Uniform Consumer Credit Code does NOT apply.

If the jurisdiction state is Maine and is not Uniform Consumer Credit Code, then include:

Subject to any legally required notice and right to cure, all reasonable expenses of collection, enforcement, or protection of your rights and remedies under this Agreement. Expenses include reasonable attorneys' fees, legal expenses and other costs. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in

effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00447. Applicable Law State is Maine and the Uniform Consumer Credit Code DOES apply.

If Uniform Consumer Credit Code, then include:

Subject to any legally required notice and right to cure, all reasonable expenses of collection, enforcement, or protection of your rights and remedies under this Agreement. Expenses include the following attorneys' fees, court costs and other legal expenses.

- If this Agreement is secured by real estate, then including reasonable attorneys' fees, legal expenses and other reasonable costs incurred in realizing on real property.
- If this Agreement is secured by personal property and the ANNUAL PERCENTAGE RATE on the obligation is equal to or less than 12¼%, then attorneys' fees not in excess of 15% of the unpaid debt after default and referral to an attorney for collection who is not a salaried employee of yours, and also any reasonable charges incurred in realizing on the property other than attorneys' fees.
- If this Agreement is secured by personal property and the ANNUAL PERCENTAGE RATE on the obligation is greater than 12¼%, then any reasonable charges incurred in realizing on the property other than attorneys' fees.

These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

4. CreditAgreementOLFixedDraw

Section - Collection Expenses and Attorneys' Fees

COND.ID00446. Applicable Law State is Maine and the Uniform Consumer Credit Code does NOT apply.

If the applicable law state is Maine and is not Uniform Consumer Credit Code, then include:

Subject to any legally required notice and right to cure, all reasonable expenses of collection, enforcement, or protection of your rights and remedies under this Agreement. Expenses include reasonable attorneys' fees, legal expenses and other costs. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00447. Applicable Law State is Maine and the Uniform Consumer Credit Code DOES apply.

If Uniform Consumer Credit Code, then include:

Subject to any legally required notice and right to cure, all reasonable expenses of collection, enforcement, or protection of your rights and remedies under this Agreement. Expenses include the following attorneys' fees, court costs and other legal expenses.

- If this Agreement is secured by real estate, then including reasonable attorneys' fees, legal expenses and other reasonable costs incurred in realizing on real property.
- If this Agreement is secured by personal property and the ANNUAL PERCENTAGE RATE on the obligation is equal to or less than 12¼%, then attorneys' fees not in excess of 15% of the unpaid debt after default and referral to an attorney for collection who is not a salaried employee of yours, and also any reasonable charges incurred in realizing on the property other than attorneys' fees.
- If this Agreement is secured by personal property and the ANNUAL PERCENTAGE RATE on the obligation is greater than 12¼%, then any reasonable charges incurred in realizing on the property other than attorneys' fees.

These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

5. CreditAgreementOLFixedDrawRepay

Section - Collection Expenses and Attorneys' Fees

COND.ID00446. Applicable Law State is Maine and the Uniform Consumer Credit Code does NOT apply.

If the applicable law state is Maine and is not Uniform Consumer Credit Code, then include:

Subject to any legally required notice and right to cure, all reasonable expenses of collection, enforcement, or protection of your rights and remedies under this Agreement. Expenses include reasonable attorneys' fees, legal expenses and other costs. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00447. Applicable Law State is Maine and the Uniform Consumer Credit Code DOES apply.

If Uniform Consumer Credit Code, then include:

Subject to any legally required notice and right to cure, all reasonable expenses of collection, enforcement, or protection of your rights and remedies under this Agreement. Expenses include the following attorneys' fees, court costs and other legal expenses.

- If this Agreement is secured by real estate, then including reasonable attorneys' fees, legal expenses and other reasonable costs incurred in realizing on real property.
- If this Agreement is secured by personal property and the ANNUAL PERCENTAGE RATE on the obligation is equal to or less than 12¼%, then attorneys' fees not in excess of 15% of the unpaid debt after default and referral to an attorney for collection who is not a salaried employee of yours, and also any reasonable charges incurred in realizing on the property other than attorneys' fees.
- If this Agreement is secured by personal property and the ANNUAL PERCENTAGE RATE on the obligation is greater than 12¼%, then any reasonable charges incurred in realizing on the property other than attorneys' fees.

These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

6. Credit Agreement OL Fixed Evergreen

Section - Collection Expenses and Attorneys' Fees

COND.ID00446. Applicable Law State is Maine and the Uniform Consumer Credit Code does NOT apply.

If the applicable law state is Maine and is not Uniform Consumer Credit Code, then include:

Subject to any legally required notice and right to cure, all reasonable expenses of collection, enforcement, or protection of your rights and remedies under this Agreement. Expenses include reasonable attorneys' fees, legal expenses and other costs. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00447. Applicable Law State is Maine and the Uniform Consumer Credit Code DOES apply.

If Uniform Consumer Credit Code, then include:

Subject to any legally required notice and right to cure, all reasonable expenses of collection, enforcement, or protection of your rights and remedies under this Agreement. Expenses include the following attorneys' fees, court costs and other legal expenses.

- If this Agreement is secured by real estate, then including reasonable attorneys' fees, legal expenses and other reasonable costs incurred in realizing on real property.
- If this Agreement is secured by personal property and the ANNUAL PERCENTAGE RATE on the obligation is equal to or less than 12¼%, then attorneys' fees not in excess of 15% of the unpaid debt after default and referral to an attorney for collection who is not a salaried employee of yours, and also any reasonable charges incurred in realizing on the property other than attorneys' fees.
- If this Agreement is secured by personal property and the ANNUAL PERCENTAGE RATE on the obligation is greater than 12¼%, then any reasonable charges incurred in realizing on the property other than attorneys' fees.

These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

7. CreditAgreementOLVariableDraw

Section - Collection Expenses and Attorneys' Fees

COND.ID00446. Applicable Law State is Maine and the Uniform Consumer Credit Code does NOT apply.

If the applicable law state is Maine and is not Uniform Consumer Credit Code, then include:

Subject to any legally required notice and right to cure, all reasonable expenses of collection, enforcement, or protection of your rights and remedies under this Agreement. Expenses include reasonable attorneys' fees, legal expenses and other costs. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00447. Applicable Law State is Maine and the Uniform Consumer Credit Code DOES apply.

If Uniform Consumer Credit Code, then include:

Subject to any legally required notice and right to cure, all reasonable expenses of collection, enforcement, or protection of your rights and remedies under this Agreement. Expenses include the following attorneys' fees, court costs and other legal expenses.

- If this Agreement is secured by real estate, then including reasonable attorneys' fees, legal expenses and other reasonable costs incurred in realizing on real property.
- If this Agreement is secured by personal property and the ANNUAL PERCENTAGE RATE on the obligation is equal to or less than 12¼%, then attorneys' fees not in excess of 15% of the unpaid debt after default and referral to an attorney for

collection who is not a salaried employee of yours, and also any reasonable charges incurred in realizing on the property other than attorneys' fees.

- If this Agreement is secured by personal property and the ANNUAL PERCENTAGE RATE on the obligation is greater than 12¼%, then any reasonable charges incurred in realizing on the property other than attorneys' fees.

These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

8. CreditAgreementOLVariableDrawRepay

Section - Collection Expenses and Attorneys' Fees

COND.ID00446. Applicable Law State is Maine and the Uniform Consumer Credit Code does NOT apply.

If the applicable law state is Maine and is not Uniform Consumer Credit Code, then include:

Subject to any legally required notice and right to cure, all reasonable expenses of collection, enforcement, or protection of your rights and remedies under this Agreement. Expenses include reasonable attorneys' fees, legal expenses and other costs. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00447. Applicable Law State is Maine and the Uniform Consumer Credit Code DOES apply.

If Uniform Consumer Credit Code, then include:

Subject to any legally required notice and right to cure, all reasonable expenses of collection, enforcement, or protection of your rights and remedies under this Agreement. Expenses include the following attorneys' fees, court costs and other legal expenses.

- If this Agreement is secured by real estate, then including reasonable attorneys' fees, legal expenses and other reasonable costs incurred in realizing on real property.
- If this Agreement is secured by personal property and the ANNUAL PERCENTAGE RATE on the obligation is equal to or less than 12¼%, then attorneys' fees not in excess of 15% of the unpaid debt after default and referral to an attorney for collection who is not a salaried employee of yours, and also any reasonable charges incurred in realizing on the property other than attorneys' fees.
- If this Agreement is secured by personal property and the ANNUAL PERCENTAGE RATE on the obligation is greater than 12¼%, then any reasonable charges incurred in realizing on the property other than attorneys' fees.

These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

9. CreditAgreementOLVariableEvergreen

Section - Collection Expenses and Attorneys' Fees

COND.ID00446. Applicable Law State is Maine and the Uniform Consumer Credit Code does NOT apply.

If the applicable law state is Maine and is not Uniform Consumer Credit Code, then include:

Subject to any legally required notice and right to cure, all reasonable expenses of collection, enforcement, or protection of your rights and remedies under this Agreement. Expenses include reasonable attorneys' fees, legal expenses and other costs. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00447. Applicable Law State is Maine and the Uniform Consumer Credit Code DOES apply.

If Uniform Consumer Credit Code, then include:

Subject to any legally required notice and right to cure, all reasonable expenses of collection, enforcement, or protection of your rights and remedies under this Agreement. Expenses include the following attorneys' fees, court costs and other legal expenses.

- If this Agreement is secured by real estate, then including reasonable attorneys' fees, legal expenses and other reasonable costs incurred in realizing on real property.
- If this Agreement is secured by personal property and the ANNUAL PERCENTAGE RATE on the obligation is equal to or less than 12¼%, then attorneys' fees not in excess of 15% of the unpaid debt after default and referral to an attorney for collection who is not a salaried employee of yours, and also any reasonable charges incurred in realizing on the property other than attorneys' fees.
- If this Agreement is secured by personal property and the ANNUAL PERCENTAGE RATE on the obligation is greater than 12¼%, then any reasonable charges incurred in realizing on the property other than attorneys' fees.

These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree

to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

10. CreditAgreementPLFixedDraw

Section - Collection Expenses and Attorneys' Fees

COND.ID00446. Applicable Law State is Maine and the Uniform Consumer Credit Code does NOT apply.

If the applicable law state is Maine and is not Uniform Consumer Credit Code, then include:

Subject to any legally required notice and right to cure, all reasonable expenses of collection, enforcement, or protection of your rights and remedies under this Agreement. Expenses include reasonable attorneys' fees, legal expenses and other costs. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00447. Applicable Law State is Maine and the Uniform Consumer Credit Code DOES apply.

If Uniform Consumer Credit Code, then include:

Subject to any legally required notice and right to cure, all reasonable expenses of collection, enforcement, or protection of your rights and remedies under this Agreement. Expenses include the following attorneys' fees, court costs and other legal expenses.

- If this Agreement is secured by real estate, then including reasonable attorneys' fees, legal expenses and other reasonable costs incurred in realizing on real property.
- If this Agreement is secured by personal property and the ANNUAL PERCENTAGE RATE on the obligation is equal to or less than 12¼%, then attorneys' fees not in excess of 15% of the unpaid debt after default and referral to an attorney for collection who is not a salaried employee of yours, and also any reasonable charges incurred in realizing on the property other than attorneys' fees.
- If this Agreement is secured by personal property and the ANNUAL PERCENTAGE RATE on the obligation is greater than 12¼%, then any reasonable charges incurred in realizing on the property other than attorneys' fees.

These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

11. CreditAgreementPLFixedDrawRepay

Section - Collection Expenses and Attorneys' Fees

COND.ID00446. Applicable Law State is Maine and the Uniform Consumer Credit Code does NOT apply.

If the applicable law state is Maine and is not Uniform Consumer Credit Code, then include:

Subject to any legally required notice and right to cure, all reasonable expenses of collection, enforcement, or protection of your rights and remedies under this Agreement. Expenses include reasonable attorneys' fees, legal expenses and other costs. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00447. Applicable Law State is Maine and the Uniform Consumer Credit Code DOES apply.

If Uniform Consumer Credit Code, then include:

Subject to any legally required notice and right to cure, all reasonable expenses of collection, enforcement, or protection of your rights and remedies under this Agreement. Expenses include the following attorneys' fees, court costs and other legal expenses.

- If this Agreement is secured by real estate, then including reasonable attorneys' fees, legal expenses and other reasonable costs incurred in realizing on real property.
- If this Agreement is secured by personal property and the ANNUAL PERCENTAGE RATE on the obligation is equal to or less than 12¼%, then attorneys' fees not in excess of 15% of the unpaid debt after default and referral to an attorney for collection who is not a salaried employee of yours, and also any reasonable charges incurred in realizing on the property other than attorneys' fees.
- If this Agreement is secured by personal property and the ANNUAL PERCENTAGE RATE on the obligation is greater than 12¼%, then any reasonable charges incurred in realizing on the property other than attorneys' fees.

These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

12. CreditAgreementPLFixedEvergreen

Section - Collection Expenses and Attorneys' Fees

COND.ID00446. Applicable Law State is Maine and the Uniform Consumer Credit Code does NOT apply.

If the applicable law state is Maine and is not Uniform Consumer Credit Code, then include:

Subject to any legally required notice and right to cure, all reasonable expenses of collection, enforcement, or protection of your rights and remedies under this Agreement. Expenses include reasonable attorneys' fees, legal expenses and other costs. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00447. Applicable Law State is Maine and the Uniform Consumer Credit Code DOES apply.

If Uniform Consumer Credit Code, then include:

Subject to any legally required notice and right to cure, all reasonable expenses of collection, enforcement, or protection of your rights and remedies under this Agreement. Expenses include the following attorneys' fees, court costs and other legal expenses.

- If this Agreement is secured by real estate, then including reasonable attorneys' fees, legal expenses and other reasonable costs incurred in realizing on real property.
- If this Agreement is secured by personal property and the ANNUAL PERCENTAGE RATE on the obligation is equal to or less than 12¼%, then attorneys' fees not in excess of 15% of the unpaid debt after default and referral to an attorney for collection who is not a salaried employee of yours, and also any reasonable charges incurred in realizing on the property other than attorneys' fees.
- If this Agreement is secured by personal property and the ANNUAL PERCENTAGE RATE on the obligation is greater than 12¼%, then any reasonable charges incurred in realizing on the property other than attorneys' fees.

These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

13. CreditAgreementPLVariableDraw

Section - Collection Expenses and Attorneys' Fees

COND.ID00446. Applicable Law State is Maine and the Uniform Consumer Credit Code does NOT apply.

If the applicable law state is Maine and is not Uniform Consumer Credit Code, then include:

Subject to any legally required notice and right to cure, all reasonable expenses of collection, enforcement, or protection of your rights and remedies under this Agreement. Expenses include reasonable attorneys' fees, legal expenses and other costs. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00447. Applicable Law State is Maine and the Uniform Consumer Credit Code DOES apply.

If Uniform Consumer Credit Code, then include:

Subject to any legally required notice and right to cure, all reasonable expenses of collection, enforcement, or protection of your rights and remedies under this Agreement. Expenses include the following attorneys' fees, court costs and other legal expenses.

- If this Agreement is secured by real estate, then including reasonable attorneys' fees, legal expenses and other reasonable costs incurred in realizing on real property.
- If this Agreement is secured by personal property and the ANNUAL PERCENTAGE RATE on the obligation is equal to or less than 12¼%, then attorneys' fees not in excess of 15% of the unpaid debt after default and referral to an attorney for collection who is not a salaried employee of yours, and also any reasonable charges incurred in realizing on the property other than attorneys' fees.
- If this Agreement is secured by personal property and the ANNUAL PERCENTAGE RATE on the obligation is greater than 12¼%, then any reasonable charges incurred in realizing on the property other than attorneys' fees.

These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

14. CreditAgreementPLVariableDrawRepay

Section - Collection Expenses and Attorneys' Fees

COND.ID00446. Applicable Law State is Maine and the Uniform Consumer Credit Code does NOT apply.

If the applicable law state is Maine and is not Uniform Consumer Credit Code, then include:

Subject to any legally required notice and right to cure, all reasonable expenses of collection, enforcement, or protection of your rights and remedies under this Agreement. Expenses include reasonable attorneys' fees, legal expenses and other costs. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00447. Applicable Law State is Maine and the Uniform Consumer Credit Code DOES apply.

If Uniform Consumer Credit Code, then include:

Subject to any legally required notice and right to cure, all reasonable expenses of collection, enforcement, or protection of your rights and remedies under this Agreement. Expenses include the following attorneys' fees, court costs and other legal expenses.

- If this Agreement is secured by real estate, then including reasonable attorneys' fees, legal expenses and other reasonable costs incurred in realizing on real property.
- If this Agreement is secured by personal property and the ANNUAL PERCENTAGE RATE on the obligation is equal to or less than 12¼%, then attorneys' fees not in excess of 15% of the unpaid debt after default and referral to an attorney for collection who is not a salaried employee of yours, and also any reasonable charges incurred in realizing on the property other than attorneys' fees.
- If this Agreement is secured by personal property and the ANNUAL PERCENTAGE RATE on the obligation is greater than 12¼%, then any reasonable charges incurred in realizing on the property other than attorneys' fees.

These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

15. CreditAgreementPLVariableEvergreen

Section - Collection Expenses and Attorneys' Fees

COND.ID00446. Applicable Law State is Maine and the Uniform Consumer Credit Code does NOT apply.

If the applicable law state is Maine and is not Uniform Consumer Credit Code, then include:

Subject to any legally required notice and right to cure, all reasonable expenses of collection, enforcement, or protection of your rights and remedies under this Agreement. Expenses include reasonable attorneys' fees, legal expenses and other costs. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00447. Applicable Law State is Maine and the Uniform Consumer Credit Code DOES apply.

If Uniform Consumer Credit Code, then include:

Subject to any legally required notice and right to cure, all reasonable expenses of collection, enforcement, or protection of your rights and remedies under this Agreement. Expenses include the following attorneys' fees, court costs and other legal expenses.

- If this Agreement is secured by real estate, then including reasonable attorneys' fees, legal expenses and other reasonable costs incurred in realizing on real property.
- If this Agreement is secured by personal property and the ANNUAL PERCENTAGE RATE on the obligation is equal to or less than 12¼%, then attorneys' fees not in excess of 15% of the unpaid debt after default and referral to an attorney for collection who is not a salaried employee of yours, and also any reasonable charges incurred in realizing on the property other than attorneys' fees.
- If this Agreement is secured by personal property and the ANNUAL PERCENTAGE RATE on the obligation is greater than 12¼%, then any reasonable charges incurred in realizing on the property other than attorneys' fees.

These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

16. LoanAgreementConstructionConsumer

Section - Insolvency or Bankruptcy

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If Uniform Consumer Credit Code, then include:

Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against any of the Loan Parties.

Section - Death or Incompetency

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If Uniform Consumer Credit Code, then include:

Death or Incompetency. Any of the Loan Parties die or are declared legally incompetent.

Section - Failure to Perform

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If Uniform Consumer Credit Code, then include:

Failure to Perform. Any of the Loan Parties fail to perform any condition or to keep any promise or covenant contained in this Agreement or any other Loan Document.

Section - Other Loan Documents

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If Uniform Consumer Credit Code, then include:

Other Loan Documents. A default or event of default occurs under the terms of any other Loan Document.

Section - Other Agreements

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If Uniform Consumer Credit Code, then include:

Other Agreements. Any of the Loan Parties are in default on any other debt or under any other agreement such Loan Party has with DTA.ID02220.

Section - Misrepresentation

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If Uniform Consumer Credit Code, then include:

Misrepresentation. Any of the Loan Parties make any verbal or written statement or provide any financial information under or in connection with any Loan Document that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

Section - Judgment

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If Uniform Consumer Credit Code, then include:

Judgment. Any of the Loan Parties fail to satisfy or appeal any judgment against it.

Section - Name Change

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If Uniform Consumer Credit Code, then include:

Name Change. Borrower or Owner change its name or assume an additional name without notifying DTA.ID02220 before making such a change.

Section - Property Transfer

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If Uniform Consumer Credit Code, then include:

Property Transfer. Any of the Loan Parties transfer all or a substantial part of such Loan Party's property or assets.

Section - Default

COND.ID00622. The governing law state is Idaho-Consumer Protection Act applies, Kansas-UCCC applies, Maine-UCCC applies or South Carolina-Consumer Protection Code applies.

If Uniform Consumer Credit Code, then include:

Other Events. Anything else happens that causes DTA.ID02220 to reasonably believe that the prospect of payment, performance or realization of the Property is significantly impaired.

Section - Property Value

COND.ID00631. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, Idaho-Consumer Loan Act, South Carolina-Consumer Protection Act, WI-Wisconsin Consumer Act, or property state is not Tennessee.

If Uniform Consumer Credit Code, then include:

Property Value. DTA.ID02220 determines in good faith that the value of the Property has materially declined or is materially impaired.

Section - Insecurity

COND.ID00632. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, Idaho-Consumer Loan Act, South Carolina-Consumer Protection Act, WI-Wisconsin Consumer Act, Rhode Island, or Tennessee.

If the governing law state is Maine and is not Uniform Consumer Credit Code, then include:

Insecurity. DTA.ID02220 determines in good faith that a material adverse change has occurred in any of the Loan Parties' financial condition from the conditions set forth in such Loan Party's most recent financial statement before the date of this Agreement or that the prospect for payment or performance of the Loan is impaired for any reason.

Section - Acceleration

COND.ID00639. The governing law state is Maine and the loan act is the Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

DTA.ID02220 may make all or any part of the amount owing by the terms of this Agreement immediately due. This remedy is subject to Borrower's limited right to cure certain defaults and to receive notice of such a right under *Me. Rev. Stat. Ann.* Title 9-A. §§ 5-110 and 5-111.

Otherwise

DTA.ID02220 may make all or any part of the amount owing by the terms of this Agreement immediately due.

Section - Collection Expenses and Attorneys' Fees

COND.ID00639. The governing law state is Maine and the loan act is the Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

Collection Expenses and Attorneys' Fees. On or after the occurrence of an Event of Default, to the extent permitted by law, Borrower and Owner agree to pay all expenses of collection, enforcement or protection of DTA.ID02220's rights and remedies under this Agreement or any other Loan Document. Expenses include, but are not limited to, DTA.ID02220's reasonable charges for realizing on the Property other than attorneys' fees. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Promissory Note. All fees and expenses will be secured by the Property. In addition, to the extent permitted by the *United States Bankruptcy Code*, Borrower and Owner agree to pay the reasonable attorneys' fees incurred by DTA.ID02220 to protect DTA.ID02220's rights and interests in connection with any bankruptcy proceedings initiated by or against Borrower or Owner.

COND.ID00671. The governing law state is Maine and the UCCC does not apply.

If the governing law state is Maine and is not Uniform Consumer Credit Code, then include:

Collection Expenses and Attorneys' Fees. On or after the occurrence of an Event of Default, to the extent permitted by law, Borrower and Owner agree to pay all expenses of collection, enforcement or protection of DTA.ID02220's rights and remedies under this Agreement or any other Loan Document. Expenses include, but are not limited to, DTA.ID02220's attorneys' fees and legal expenses (where not prohibited by law). These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Promissory Note. All fees and expenses will be secured by the Property. In addition, to the extent permitted by the *United States Bankruptcy Code*, Borrower and Owner agree to pay the reasonable attorneys' fees incurred by DTA.ID02220 to protect DTA.ID02220's rights and interests in connection with any bankruptcy proceedings initiated by or against Borrower or Owner.

17. NoteConsumer

Section - Collection Costs and Attorneys' Fees

COND.ID00582. Applicable Law State is Maine and the Uniform Consumer Credit Code does NOT apply.

If the governing law state is Maine and is not Uniform Consumer Credit Code, then include:

On or after Default, to the extent permitted by law and subject to any legally required notice and right to cure, I agree to pay all reasonable expenses of collection, enforcement, or protection of your rights and remedies under this Loan Agreement. Expenses include reasonable attorneys' fees, legal expenses and other costs. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00583. Applicable Law State is Maine and the Uniform Consumer Credit Code DOES apply.

If Uniform Consumer Credit Code, then include:

On or after Default, to the extent permitted by law and subject to any legally required notice and right to cure, I agree to pay all reasonable expenses of collection, enforcement, or protection of your rights and remedies under this Loan Agreement. Expenses include the following attorneys' fees, court costs and other legal expenses.

- If this Loan Agreement is secured by real estate, then including reasonable attorneys' fees, legal expenses and other reasonable costs incurred in realizing on real property.
- If this Loan Agreement is secured by personal property and the ANNUAL PERCENTAGE RATE on the obligation is equal to or less than 12¼%, then attorneys' fees not in excess of 15% of the unpaid debt after default and referral to an attorney for collection who is not a salaried employee of yours, and also any reasonable charges incurred in realizing on the property other than attorneys' fees.

- If this Loan Agreement is secured by personal property and the ANNUAL PERCENTAGE RATE on the obligation is greater than 12¼%, then any reasonable charges incurred in realizing on the property other than attorneys' fees.

To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

Section - Default

COND.ID00543. Either (a) the governing law state is Maine and the Base Loan Terms Loan Act is Uniform Consumer Credit Code, or (b) the governing law state is Idaho and the loan act is Consumer Loan Law.

If Uniform Consumer Credit Code, then include:

Subject to any limitations in the Real Estate or Residence Security section, I will be in default if any of the following occur:

- I fail to make a payment when due.
- The prospect of payment, performance, or realization on collateral is significantly impaired.

Otherwise

Subject to any limitations in the Real Estate or Residence Security section, I will be in default if any of the following occur:

5. Payments. I fail to make a payment as required by this note.
6. Property. My action or inaction adversely affects the Property or your rights in the Property.
7. Fraud. I engage in fraud or material misrepresentation in connection with this transaction.
8. DTA.ID02369 Other Documents. A default occurs under the terms of any other Loan Document.

Section - Right to Refinance

COND.ID00503. The governing law state is Maine and the Base Loan Terms Loan Act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

Right to Refinance. If any scheduled payment is not substantially equal to all other periodic payments, I have the right to refinance the amount of such payment at the time it is due without penalty, as provided for by state law, if I meet reasonable credit standards and any property securing the loan meets normal loan-to-value standards. The terms of the refinancing shall be on terms generally offered by us at the time of the refinancing. This section does not apply if the payment schedule is adjusted because of my seasonal or irregular income and you and I agree in a separate writing to accommodate my needs.

Section - General Terms

COND.ID00503. The governing law state is Maine and the Base Loan Terms Loan Act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

I agree that this loan is subject to Sections 1-101 through 9-407 of the *Maine Uniform Consumer Credit Code*, as amended (including Section 2-501).

Maryland

Closed End Credit Provisions

Note-JuniorLien

Section - Prolog

COND.ID00160. Include if the property state is Maryland and the loan act is Closed End Credit Provisions.

If the property state is Maryland and is Closed End Credit Provisions, then include:

This loan is made pursuant to Title 12, Subtitle 10 of the Maryland Commercial Law Article.

Section - Misc

COND.ID00160. Include if the property state is Maryland and the loan act is Closed End Credit Provisions.

If the property state is Maryland and is Closed End Credit Provisions, then include:

BY SIGNING BELOW, Borrower accepts and agrees to the terms of this Note, and acknowledges receipt of a copy of this Note by signing below.

Minnesota

General Interest Law

1. ClosingDisclosure

Section - Loan Disclosure, Subsection - Late Payment

COND.ID00881. The loan is not an investor or government loan, the governing law state is Minnesota and the Base Loan Terms Loan Act is General Interest Law and the transaction is not a high-cost mortgage.

If General Interest Law, then include:

This amount may increase to always be the highest amount allowed by law under *Minnesota Statute § 47.59*.

2. LoanEstimate

Section - Additional Information About this Loan, Subsection - Late Payment

COND.ID00881. The loan is not an investor or government loan, the governing law state is Minnesota and the Base Loan Terms Loan Act is General Interest Law and the transaction is not a high-cost mortgage.

If General Interest Law, then include:

This amount may increase to always be the highest amount allowed by law under *Minnesota Statute § 47.59*.

3. MortgageAgreement-Loan

Section - Late Charge

COND.ID00485. The governing law state is Minnesota and the Base Loan Terms Loan Act is General Interest Law.

If General Interest Law, then include:

This amount may then increase so as to always be the highest amount allowed by law under *Minnesota Statute § 47.59*.

4. NoteConsumer

Section - General Terms

COND.ID00450. The governing law state is Minnesota and the Base Loan Terms Loan Act is General Interest Law.

If General Interest Law, then include:

The amount assessed or collected on this note is authorized by the Minnesota usury laws under *Minn. Stat. Sec. 47.59*.

Section - Late Charge

COND.ID00881. The governing law state is Minnesota and the Base Loan Terms Loan Act is General Interest Law and the transaction is not a high-cost mortgage.

If General Interest Law, then include:

This amount may then increase so as to always be the highest amount allowed by law under *Minnesota Statute § 47.59*.

5. TILDisclosure-Dwelling-Variable-IO-AdjustmentMaxIn5

Section - Late Charge

Note: Section - Late Charge is used by all other TILs via content dependencies. You only need to make a selection once.

COND.ID00380. The governing law state is Minnesota and the Base Loan Terms Loan Act is General Interest Law and the transaction is not a high-cost mortgage.

If General Interest Law, then include:

This amount may then increase so as to always be the highest amount allowed by law under *Minnesota Statute § 47.59*.

Missouri

Consumer Loan Act

NoteConsumer

Section - Collection Costs and Attorneys' Fees

COND.ID00449. The governing law state is Missouri and the loan act is either the Second Mortgage Loan Act or the Consumer Loan Act.

If Consumer Loan Act, then include:

To the extent permitted by law, I agree to pay all costs of collection, replevin (an action for the recovery of property wrongfully taken or detained) or any other or similar type of cost if I am in default. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. If it is necessary to bring suit, attorneys' fees may not exceed 15% of the amount due and payable under this note. The requirement to pay attorneys' fees will apply only if this note is referred for collection to an attorney who is not a salaried employee of yours. To the extent permitted by the *United States Bankruptcy Code*, I also agree to pay the reasonable attorneys' fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

Otherwise

To the extent permitted by law, I agree to pay all costs of collection, replevin (an action for the recovery of property wrongfully taken or detained) or any other or similar type of cost if I am in default. In addition, if you hire an attorney to collect this note, I also agree to pay any reasonable fee you incur with such attorney plus court costs (except where prohibited by law). To the extent permitted by the *United States Bankruptcy Code*, I also agree to pay the reasonable attorneys' fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

Second Mortgage Loan Act

NoteConsumer

Section - Collection Costs and Attorneys' Fees

COND.ID00449. The governing law state is Missouri and the loan act is either the Second Mortgage Loan Act or the Consumer Loan Act.

If Consumer Loan Act, then include:

To the extent permitted by law, I agree to pay all costs of collection, replevin (an action for the recovery of property wrongfully taken or detained) or any other or similar type of cost if I am in default. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. If it is necessary to bring suit, attorneys' fees may not exceed

15% of the amount due and payable under this note. The requirement to pay attorneys' fees will apply only if this note is referred for collection to an attorney who is not a salaried employee of yours. To the extent permitted by the *United States Bankruptcy Code*, I also agree to pay the reasonable attorneys' fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

Otherwise

To the extent permitted by law, I agree to pay all costs of collection, replevin (an action for the recovery of property wrongfully taken or detained) or any other or similar type of cost if I am in default. In addition, if you hire an attorney to collect this note, I also agree to pay any reasonable fee you incur with such attorney plus court costs (except where prohibited by law). To the extent permitted by the *United States Bankruptcy Code*, I also agree to pay the reasonable attorneys' fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

New Mexico

Banking Institutions Installment Loan Act

NoteConsumer

Section - Returned Payment Fee

DTA.ID01393 This loan is made under the *New Mexico Bank Installment Loan Act* of 1959.

DTA.ID01393. This loan is being made under the New Mexico Bank Installment Loan Act of 1959.

If Banking Institutions Installment Loan Act, then the DTA.ID01393 box is checked.

Oklahoma

Uniform Consumer Credit Code

1. Assignment-LeasesAndRents-M2

Section - Expenses; Advances on Covenants; Attorneys' Fees; Collection Costs

COND.ID03724. Location state is Oklahoma and the loan act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

Except when prohibited by law, Assignor agrees to pay all of Lender's expenses if Assignor breaches any covenant in this Assignment. Assignor will also pay on demand amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debts. Assignor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Assignment. This amount may include, but is not limited to, reasonable attorneys' fees (not to exceed 15% of the unpaid debt after default), court costs, and other legal expenses. This amount does not include attorneys' fees for a salaried employee of the Lender. This Assignment shall remain in effect until released.

COND.ID03725. Location state is Oklahoma and the loan act is not Uniform Consumer Credit Code.

If the applicable law state is Oklahoma and is not Uniform Consumer Credit Code, then include:

Except when prohibited by law, Assignor agrees to pay all of Lender's expenses if Assignor breaches any covenant in this Assignment. Assignor will also pay on demand amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debts. Assignor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Assignment. Expenses include, but are not limited to, attorneys' fees if you hire an attorney, court costs and other legal expenses. This Assignment shall remain in effect until released.

2. AssignmentOfContractRightsRE

Section - Expenses; Advances on Covenants; Attorneys' Fees; Collection Costs

COND.3724. Location state is Oklahoma and the loan act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

Except when prohibited by law, Assignor agrees to pay all of Lender's expenses if Assignor breaches any covenant in this Assignment. Assignor will also pay on demand amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the

payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debts. Assignor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Assignment. This amount may include, but is not limited to, reasonable attorneys' fees (not to exceed 15% of the unpaid debt after default), court costs, and other legal expenses. This amount does not include attorneys' fees for a salaried employee of the Lender. This Assignment shall remain in effect until released.

COND.ID3725. Location state is Oklahoma and the loan act is not Uniform Consumer Credit Code.

If the applicable law state is Oklahoma and is not Uniform Consumer Credit Code, then include:

Except when prohibited by law, Assignor agrees to pay all of Lender's expenses if Assignor breaches any covenant in this Assignment. Assignor will also pay on demand amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debts. Assignor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Assignment. Expenses include, but are not limited to, attorneys' fees if you hire an attorney, court costs and other legal expenses. This Assignment shall remain in effect until released.

3. CreditAgreementHEFixedDraw

Section - Collection Expenses and Attorneys' Fees

COND.ID00124. Applicable law state is Oklahoma and the loan act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, reasonable attorneys' fees not in excess of fifteen percent (15%) of the unpaid debt after default and referral to an attorney not a salaried employee of the lender, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect this Debt as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00450. Applicable law state is Oklahoma and the loan act is not Uniform Consumer Credit Code.

If the applicable law state is Oklahoma and is not Uniform Consumer Credit Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, attorneys' fees if you hire an attorney, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to

you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect this Debt as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

4. CreditAgreementHEFixedDrawRepay

Section - Collection Expenses and Attorneys' Fees

COND.ID00124. Applicable law state is Oklahoma and the loan act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, reasonable attorneys' fees not in excess of fifteen percent (15%) of the unpaid debt after default and referral to an attorney not a salaried employee of the lender, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect this Debt as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00450. Applicable law state is Oklahoma and the loan act is not Uniform Consumer Credit Code.

If the applicable law state is Oklahoma and is not Uniform Consumer Credit Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, attorneys' fees if you hire an attorney, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect this Debt as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

5. CreditAgreementHEVariableDraw

Section - Collection Expenses and Attorneys' Fees

COND.ID00124. Applicable law state is Oklahoma and the loan act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, reasonable attorneys' fees not in excess of fifteen percent (15%) of the unpaid debt after default and referral to an attorney not a salaried employee of the lender, court costs and other legal expenses. These

expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect this Debt as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00450. Applicable law state is Oklahoma and the loan act is not Uniform Consumer Credit Code.

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, attorneys' fees if you hire an attorney, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect this Debt as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

6. CreditAgreementHEVariableDrawRepay

Section - Collection Expenses and Attorneys' Fees

COND.ID00640. Applicable law state is Oklahoma and the loan act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, reasonable attorneys' fees not in excess of fifteen percent (15%) of the unpaid debt after default and referral to an attorney not a salaried employee of the lender, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect this Debt as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00641. Applicable law state is Oklahoma and the loan act is Uniform Consumer Credit Code.

If the applicable law state is Oklahoma and is not Uniform Consumer Credit Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, reasonable attorneys' fees not in excess of fifteen percent (15%) of the unpaid debt after default and referral to an attorney not a salaried employee of the lender, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States*

Bankruptcy Code, I agree to pay the reasonable attorneys' fees you incur to collect this Debt as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

7. CreditAgreementOLFixedDraw

Section - Collection Expenses and Attorneys' Fees

COND.ID00124. Applicable law state is Oklahoma and the loan act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, reasonable attorneys' fees not in excess of fifteen percent (15%) of the unpaid debt after default and referral to an attorney not a salaried employee of the lender, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect this Debt as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00452. Applicable law state is Oklahoma and the loan act is not Uniform Consumer Credit Code.

If the applicable law state is Oklahoma and is not Uniform Consumer Credit Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, attorneys' fees if you hire an attorney, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect this Debt as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

8. CreditAgreementOLFixedDrawRepay

Section - Collection Expenses and Attorneys' Fees

COND.ID00124. Applicable law state is Oklahoma and the loan act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, reasonable attorneys' fees not in excess of fifteen percent (15%) of the unpaid debt after default and referral to an attorney not a salaried employee of the lender, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in

effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect this Debt as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00452. Applicable law state is Oklahoma and the loan act is not Uniform Consumer Credit Code.

If the applicable law state is Oklahoma and is not Uniform Consumer Credit Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, attorneys' fees if you hire an attorney, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect this Debt as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

9. CreditAgreementOLFixedEvergreen

Section - Collection Expenses and Attorneys' Fees

COND.ID00124. Applicable law state is Oklahoma and the loan act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, reasonable attorneys' fees not in excess of fifteen percent (15%) of the unpaid debt after default and referral to an attorney not a salaried employee of the lender, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect this Debt as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00452. Applicable law state is Oklahoma and the loan act is not Uniform Consumer Credit Code.

If the applicable law state is Oklahoma and is not Uniform Consumer Credit Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, attorneys' fees if you hire an attorney, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay

the reasonable attorneys' fees you incur to collect this Debt as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

10. CreditAgreementOLVariableDraw

Section - Collection Expenses and Attorneys' Fees

COND.ID00124. Applicable law state is Oklahoma and the loan act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, reasonable attorneys' fees not in excess of fifteen percent (15%) of the unpaid debt after default and referral to an attorney not a salaried employee of the lender, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect this Debt as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00452. Applicable law state is Oklahoma and the loan act is not Uniform Consumer Credit Code.

If the applicable law state is Oklahoma and is not Uniform Consumer Credit Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, attorneys' fees if you hire an attorney, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect this Debt as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

11. CreditAgreementOLVariableDrawRepay

Section - Collection Expenses and Attorneys' Fees

COND.ID00124. Applicable law state is Oklahoma and the loan act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, reasonable attorneys' fees not in excess of fifteen percent (15%) of the unpaid debt after default and referral to an attorney not a salaried employee of the lender, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will

bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect this Debt as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00452. Applicable law state is Oklahoma and the loan act is not Uniform Consumer Credit Code.

If the applicable law state is Oklahoma and is not Uniform Consumer Credit Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, attorneys' fees if you hire an attorney, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect this Debt as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

12. CreditAgreementOLVariableEvergreen

Section - Collection Expenses and Attorneys' Fees

COND.ID00124. Applicable law state is Oklahoma and the loan act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, reasonable attorneys' fees not in excess of fifteen percent (15%) of the unpaid debt after default and referral to an attorney not a salaried employee of the lender, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect this Debt as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00452. Applicable law state is Oklahoma and the loan act is not Uniform Consumer Credit Code.

If the applicable law state is Oklahoma and is not Uniform Consumer Credit Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, attorneys' fees if you hire an attorney, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms

of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect this Debt as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

13. CreditAgreementPLFixedDraw

Section - Collection Expenses and Attorneys' Fees

COND.ID00124. Applicable law state is Oklahoma and the loan act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, reasonable attorneys' fees not in excess of fifteen percent (15%) of the unpaid debt after default and referral to an attorney not a salaried employee of the lender, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect this Debt as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00452. Applicable law state is Oklahoma and the loan act is not Uniform Consumer Credit Code.

If the applicable law state is Oklahoma and is not Uniform Consumer Credit Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, attorneys' fees if you hire an attorney, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect this Debt as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

14. CreditAgreementPLFixedDrawRepay

Section - Collection Expenses and Attorneys' Fees

COND.ID00124. Applicable law state is Oklahoma and the loan act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, reasonable attorneys' fees not in excess of fifteen percent (15%) of the unpaid debt after default and referral to an attorney

not a salaried employee of the lender, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect this Debt as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00452. Applicable law state is Oklahoma and the loan act is not Uniform Consumer Credit Code.

If the applicable law state is Oklahoma and is not Uniform Consumer Credit Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, attorneys' fees if you hire an attorney, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect this Debt as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

15. CreditAgreementPLFixedEvergreen

Section - Collection Expenses and Attorneys' Fees

COND.ID00124. Applicable law state is Oklahoma and the loan act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, reasonable attorneys' fees not in excess of fifteen percent (15%) of the unpaid debt after default and referral to an attorney not a salaried employee of the lender, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect this Debt as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00452. Applicable law state is Oklahoma and the loan act is not Uniform Consumer Credit Code.

If the applicable law state is Oklahoma and is not Uniform Consumer Credit Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, attorneys' fees if you hire an attorney, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of

payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect this Debt as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

16. CreditAgreementPLVariableDraw

Section - Collection Expenses and Attorneys' Fees

COND.ID00124. Applicable law state is Oklahoma and the loan act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, reasonable attorneys' fees not in excess of fifteen percent (15%) of the unpaid debt after default and referral to an attorney not a salaried employee of the lender, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect this Debt as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00452. Applicable law state is Oklahoma and the loan act is not Uniform Consumer Credit Code.

If the applicable law state is Oklahoma and is not Uniform Consumer Credit Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, attorneys' fees if you hire an attorney, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect this Debt as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

17. CreditAgreementPLVariableDrawRepay

Section - Collection Expenses and Attorneys' Fees

COND.ID00124. Applicable law state is Oklahoma and the loan act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, reasonable attorneys' fees not in excess of fifteen percent (15%) of the unpaid debt after default and referral to an attorney not a salaried employee of the lender, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect this Debt as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00452. Applicable law state is Oklahoma and the loan act is not Uniform Consumer Credit Code.

If the applicable law state is Oklahoma and is not Uniform Consumer Credit Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, attorneys' fees if you hire an attorney, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect this Debt as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

18. CreditAgreementPLVariableEvergreen

Section - Collection Expenses and Attorneys' Fees

COND.ID00124. Applicable law state is Oklahoma and the loan act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, reasonable attorneys' fees not in excess of fifteen percent (15%) of the unpaid debt after default and referral to an attorney not a salaried employee of the lender, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect this Debt as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00452. Applicable law state is Oklahoma and the loan act is not Uniform Consumer Credit Code.

If the applicable law state is Oklahoma and is not Uniform Consumer Credit Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement. Expenses include, but are not limited to, attorneys' fees if you hire an attorney, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect this Debt as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

19. LoanAgreementConstructionConsumer

Section - Collection Expenses and Attorneys' Fees

COND.ID00679. The governing law state is Oklahoma or South Carolina, and the UCCC applies.

If Uniform Consumer Credit Code, then include:

Collection Expenses and Attorneys' Fees. On or after the occurrence of an Event of Default, to the extent permitted by law, Borrower and Owner agree to pay all expenses of collection, enforcement or protection of DTA.ID02220's rights and remedies under this Agreement or any other Loan Document. Expenses include, but are not limited to, reasonable attorneys' fees not in excess of 15 percent of the unpaid debt after default and referral to an attorney who is not DTA.ID02220's salaried employee. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Promissory Note. All fees and expenses will be secured by the Property. In addition, to the extent permitted by the *United States Bankruptcy Code*, Borrower and Owner agree to pay the reasonable attorneys' fees incurred by DTA.ID02220 to protect DTA.ID02220's rights and interests in connection with any bankruptcy proceedings initiated by or against Borrower or Owner.

Otherwise

Collection Expenses and Attorneys' Fees. On or after the occurrence of an Event of Default, to the extent permitted by law, Borrower and Owner agree to pay all expenses of collection, enforcement or protection of DTA.ID02220's rights and remedies under this Agreement or any other Loan Document. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Promissory Note. All fees and expenses will be secured by the Property. In addition, to the extent permitted by the *United States Bankruptcy Code*, Borrower and Owner agree to pay the reasonable attorneys' fees incurred by DTA.ID02220 to protect DTA.ID02220's rights and interests in connection with any bankruptcy proceedings initiated by or against Borrower or Owner.

20. MortgageClosedEnd

Section - Expenses; Advances on Covenants; Attorneys' Fees; Collection Costs

COND.ID03724. Location state is Oklahoma and the loan act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

Expenses; Advances on Covenants; Attorneys' Fees; Collection Costs. Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the DTA.ID06530. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, reasonable attorneys' fees (not to exceed 15% of the unpaid debt after default), court costs, and other legal expenses. This amount does not include attorneys' fees for a salaried employee of the Lender. This Security Instrument shall remain in effect until released.

COND.ID03725. Location state is Oklahoma and the loan act is not Uniform Consumer Credit Code.

If the property state is Oklahoma and not Uniform Consumer Credit Code, then include:

Expenses; Advances on Covenants; Attorneys' Fees; Collection Costs. Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the DTA.ID06530. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. Expenses include, but are not limited to, attorneys' fees if you hire an attorney, court costs and other legal expenses. This Security Instrument shall remain in effect until released.

21. MortgageOpenEnd

Section - Expenses; Advances on Covenants; Attorneys' Fees; Collection Costs

COND.ID03724. Location state is Oklahoma and the loan act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

Expenses; Advances on Covenants; Attorneys' Fees; Collection Costs. Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, reasonable attorneys' fees (not to exceed 15% of the unpaid debt after default), court costs, and other legal expenses. This amount does not include attorneys' fees for a salaried employee of the Lender. This Security Instrument shall remain in effect until released.

COND.ID03725. Location state is Oklahoma and the loan act is not Uniform Consumer Credit Code.

If the property state is Oklahoma and not Uniform Consumer Credit Code, then include:

Expenses; Advances on Covenants; Attorneys' Fees; Collection Costs. Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. Expenses include, but are not limited to, attorneys' fees if you hire an attorney, court costs and other legal expenses. This Security Instrument shall remain in effect until released.

22. NDAS

Section - Collection Expenses and Attorneys' Fees

COND.ID00634. The governing law state is Oklahoma and the loan act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

Collection Expenses and Attorneys' Fees. On or after Default, to the extent permitted by law, I agree to pay you reasonable attorneys' fee, not in excess of 15% of the unpaid debt, you incur if you hire an attorney to collect this Loan Agreement in the event of my default, plus all other costs you incur to realize upon any security. However, you are not entitled to attorneys' fees with respect to certain supervised loans except as awarded by a court in accordance with other statutes of this state. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the rate provided in the terms of this Loan Agreement. All fees and expenses will be secured by the Property I have granted you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

COND.ID00648. The governing law state is Oklahoma and the loan act is not Uniform Consumer Credit Code.

If the governing law state is Oklahoma and not Uniform Consumer Credit Code, then include:

Collection Expenses and Attorneys' Fees. On or after Default, to the extent permitted by law, I agree to pay all reasonable expenses of collection, enforcement, or protection of your rights and remedies under this Loan Agreement. Expenses include, but are not limited to, attorneys' fees if you hire an attorney, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the rate provided in the terms of this Loan Agreement. All fees and expenses will be secured by the Property I have granted you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

Section - Deferral Charge

COND.ID00635. Governing law state is Oklahoma and the loan is precomputed and Uniform Consumer Credit Code applies.

If Uniform Consumer Credit Code, then include:

Deferral Charge. If an installment is not paid within 10 days after it is due, I agree that you may unilaterally grant a deferral and charge for such deferral, instead of the late payment charge provided above, interest on the amount deferred at the Post-Maturity Interest rate disclosed above for the period of the deferral.

23. NoteConsumer

Section - Collection Costs and Attorneys' Fees

COND.ID00480. The governing law state is Oklahoma and the loan act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

To the extent permitted by law, I agree to pay all reasonable costs of collection, replevin (an action for the recovery of property wrongfully taken or detained) or any other or similar type of cost if I am in default, to the extent permitted by law. In addition, if you hire an attorney to collect this note, I also agree to pay any fee you incur with such attorney, not to exceed 15% of the unpaid debt after default, plus court costs (except where prohibited by law). To the extent permitted by the *United States Bankruptcy Code*, I also agree to pay the reasonable attorneys' fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

COND.ID00595. The governing law state is Oklahoma and the loan act is not Uniform Consumer Credit Code.

If the governing law state is Oklahoma and not Uniform Consumer Credit Code, then include:

To the extent permitted by law, I agree to pay all reasonable costs of collection, replevin (an action for the recovery of property wrongfully taken or detained) or any other or similar type of cost if I am in default, to the extent permitted by law. In addition, if you hire an attorney to collect this note, I also agree to pay any fee you incur with such attorney, plus court costs (except where prohibited by law). To the extent permitted by the *United States Bankruptcy Code*, I also agree to pay the reasonable attorneys' fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

Section - Limited Right to Refinance

COND.ID00550. The governing law state is Oklahoma and the loan act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

Limited Right to Refinance. If any scheduled payment is more than twice as large as the average of earlier scheduled payments, I have the right to refinance the amount of such payment at the time it is due without penalty, as provided for by state law. The terms of the refinancing shall be no less favorable than the terms of the original transaction. This section does not apply if the payment schedule was adjusted because of my seasonal or irregular income.

Section - General Terms

COND.ID00550. The governing law state is Oklahoma and the loan act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

I agree that this loan is subject to 14A OSA § 1-101 through 14A OSA § 6-512 of the *Uniform Consumer Credit Code*, as amended.

24. SecurityInstrumentOilAndGas

Section - Expenses; Advances on Covenants; Attorneys' Fees; Collection Costs

COND.ID03961. The location state is Oklahoma and the loan act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, reasonable attorneys' fees (not to exceed 15% of the unpaid debt after default), court costs, and other legal expenses. This amount does not include attorneys' fees for a salaried employee of the Lender. This Security Instrument shall remain in effect until released.

Otherwise

Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.

South Carolina

Consumer Protection Code

1. Assignment-LeasesAndRents-M2

Section - Expenses; Advances on Covenants; Attorneys' Fees; Collection Costs

COND.ID03872. Location state is South Carolina and the loan act is Consumer Protection Code.

If Consumer Protection Code, then include:

If Assignor breaches any covenant in this Assignment, Assignor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest rate of interest in effect as provided in the terms of the Secured Debts. Assignor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Assignment. Such amount includes, but is not limited to, attorneys' fees incurred by Lender in collecting enforcing or protecting Lender's rights and remedies under this Assignment, court costs and other legal expenses allowed by law. Reasonable attorneys' fees will not be in excess of 15 percent of the unpaid debt after default and referral to an attorney who is not your salaried employee. To the extent permitted by the *United States Bankruptcy Code*, Assignor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debts as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Assignment shall remain in effect until released. Assignor agrees to pay for any recordation costs of such release.

COND.ID03873. Location state is South Carolina and the loan act is not Consumer Protection Code.

If the applicable law state is South Carolina and is not Consumer Protection Code, then include:

If Assignor breaches any covenant in this Assignment, Assignor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest rate of interest in effect as provided in the terms of the Secured Debts. Assignor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Assignment. Such amount includes, but is not limited to, attorneys' fees incurred by Lender in collecting enforcing or protecting Lender's rights and remedies under this Assignment, court costs and other legal expenses allowed by law. To the extent permitted by the *United States Bankruptcy Code*, Assignor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debts as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Assignment shall remain in effect until released. Assignor agrees to pay for any recordation costs of such release.

2. AssignmentOfContractRightsRE

Section - Expenses; Advances on Covenants; Attorneys' Fees; Collection Costs

COND.ID03872. Location state is South Carolina and the loan act is Consumer Protection Code.

If Consumer Protection Code, then include:

If Assignor breaches any covenant in this Assignment, Assignor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest rate of interest in effect as provided in the terms of the Secured Debts. Assignor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Assignment. Such amount includes, but is not limited to, attorneys' fees incurred by Lender in collecting enforcing or protecting Lender's rights and remedies under this Assignment, court costs and other legal expenses allowed by law. Reasonable attorneys' fees will not be in excess of 15 percent of the unpaid debt after default and referral to an attorney who is not your salaried employee. To the extent permitted by the *United States Bankruptcy Code*, Assignor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debts as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Assignment shall remain in effect until released. Assignor agrees to pay for any recordation costs of such release.

COND.ID3873. Location state is South Carolina and the loan act is not Consumer Protection Code.

If the applicable law state is South Carolina and is not Consumer Protection Code, then include:

If Assignor breaches any covenant in this Assignment, Assignor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest rate of interest in effect as provided in the terms of the Secured Debts. Assignor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Assignment. Such amount includes, but is not limited to, attorneys' fees incurred by Lender in collecting enforcing or protecting Lender's rights and remedies under this Assignment, court costs and other legal expenses allowed by law. To the extent permitted by the *United States Bankruptcy Code*, Assignor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debts as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Assignment shall remain in effect until released. Assignor agrees to pay for any recordation costs of such release.

3. ClosingDisclosure

Section - Loan Disclosure, Subsection - Late Payment

COND.ID00883. The loan is not an investor or government loan, the governing law state is South Carolina and the loan act is Consumer Protection Code and the transaction is not a high-cost mortgage.

If Consumer Protection Code, then include:

This amount may change pursuant to §§ 37-3-203 and 37-1-109 of the *South Carolina Consumer Protection Code* so to always be the maximum amount allowed by law.

COND.ID00884. The loan is not an investor or government loan, the governing law state is South Carolina and the loan act is not Consumer Protection Code and the transaction is not a high-cost mortgage.

If the applicable law state is South Carolina and is not Consumer Protection Code, then include:

This amount may change to be the maximum amount allowed by law.

4. CoSignerNoticeSC-HECDL

Select if the applicable law state is South Carolina, the Loan Act is Consumer Protection Code, and there is at least one Cosigner or Guarantor who is an individual.

Note: If Consumer Protection Code is not passed this form will not select.

5. CreditAgreementHEFixedDraw

Section - Collection Expenses and Attorneys' Fees

COND.ID00456. The governing law state is South Carolina and the loan act is South Carolina Consumer Protection Code.

If Consumer Protection Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement, which will include, but are not limited to, reasonable attorneys' fees not in excess of 15 percent of the unpaid debt after default and referral to an attorney who is not your salaried employee. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expense will be secured by the property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00457. The governing law state is South Carolina and the loan act is NOT South Carolina Consumer Protection Code.

If the applicable law state is South Carolina and is not Consumer Protection Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement, which will include, but are not limited to, reasonable attorneys' fees. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expense will be secured by the property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the

Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

Section - Fees Appendix

COND.ID00456. The governing law state is South Carolina and the loan act is South Carolina Consumer Protection Code.

If Consumer Protection Code, then include:

You may charge the maximum late fee authorized by law. The minimum late fee will increase or decrease by \$0.20 and the maximum late fee will increase or decrease by \$0.50 on July 1st of each even numbered year in which the permitted late fee changes.

6. Credit Agreement HE Fixed Draw Repay

Section - Collection Expenses and Attorneys' Fees

COND.ID00456. The governing law state is South Carolina and the loan act is South Carolina Consumer Protection Code.

If Consumer Protection Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement, which will include, but are not limited to, reasonable attorneys' fees not in excess of 15 percent of the unpaid debt after default and referral to an attorney who is not your salaried employee. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expense will be secured by the property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00457. The governing law state is South Carolina and the loan act is NOT South Carolina Consumer Protection Code.

If the jurisdiction state is South Carolina and is not Consumer Protection Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement, which will include, but are not limited to, reasonable attorneys' fees. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expense will be secured by the property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

7. CreditAgreementHEVariableDraw

Section - Collection Expenses and Attorneys' Fees

COND.ID00456. The governing law state is South Carolina and the loan act is South Carolina Consumer Protection Code.

If Consumer Protection Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement, which will include, but are not limited to, reasonable attorneys' fees not in excess of 15 percent of the unpaid debt after default and referral to an attorney who is not your salaried employee. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expense will be secured by the property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00457. The governing law state is South Carolina and the loan act is NOT South Carolina Consumer Protection Code.

If the jurisdiction state is South Carolina and is not Consumer Protection Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement, which will include, but are not limited to, reasonable attorneys' fees. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expense will be secured by the property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

8. CreditAgreementHEVariableDrawRepay

Section - Collection Expenses and Attorneys' Fees

COND.ID00456. The governing law state is South Carolina and the loan act is South Carolina Consumer Protection Code.

If Consumer Protection Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement, which will include, but are not limited to, reasonable attorneys' fees not in excess of 15 percent of the unpaid debt after default and referral to an attorney who is not your salaried employee. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expense will be secured by the property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00457. The governing law state is South Carolina and the loan act is NOT South Carolina Consumer Protection Code.

If the jurisdiction state is South Carolina and is not Consumer Protection Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement, which will include, but are not limited to, reasonable attorneys' fees. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expense will be secured by the property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

9. CreditAgreementOLFixedDraw

Section - Collection Expenses and Attorneys' Fees

COND.ID00456. The governing law state is South Carolina and the loan act is South Carolina Consumer Protection Code.

If Consumer Protection Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement, which will include, but are not limited to, reasonable attorneys' fees not in excess of 15 percent of the unpaid debt after default and referral to an attorney who is not your salaried employee. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expense will be secured by the property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00457. The governing law state is South Carolina and the loan act is NOT South Carolina Consumer Protection Code.

If the governing law state is South Carolina and is not Consumer Protection Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement, which will include, but are not limited to, reasonable attorneys' fees. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expense will be secured by the property I have granted to you, if any. To the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

Section - Fees Appendix

COND.ID00456. The governing law state is South Carolina and the loan act is South Carolina Consumer Protection Code.

If Consumer Protection Code, then include:

You may charge the maximum late fee authorized by law. The minimum late fee will increase or decrease by \$0.20 and the maximum late fee will increase or decrease by \$0.50 on July 1st of each even numbered year in which the permitted late fee changes.

COND.ID00457. The governing law state is South Carolina and the loan act is NOT South Carolina Consumer Protection Code.

If the governing law state is South Carolina and is not Consumer Protection Code, then include:

You may charge the maximum late fee authorized by law.

10. CreditAgreementOLFixedDrawRepay

Section - Collection Expenses and Attorneys' Fees

COND.ID00456. The governing law state is South Carolina and the loan act is South Carolina Consumer Protection Code.

If Consumer Protection Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement, which will include, but are not limited to, reasonable attorneys' fees not in excess of 15 percent of the unpaid debt after default and referral to an attorney who is not your salaried employee. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expense will be secured by the property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00457. The governing law state is South Carolina and the loan act is NOT South Carolina Consumer Protection Code.

If the governing law state is South Carolina and is not Consumer Protection Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement, which will include, but are not limited to, reasonable attorneys' fees. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expense will be secured by the property I have granted to you, if any. To the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

Section - Fees Appendix

COND.ID00456. The governing law state is South Carolina and the loan act is South Carolina Consumer Protection Code.

If Consumer Protection Code, then include:

You may charge the maximum late fee authorized by law. The minimum late fee will increase or decrease by \$0.20 and the maximum late fee will increase or decrease by \$0.50 on July 1st of each even numbered year in which the permitted late fee changes.

COND.ID00457. The governing law state is South Carolina and the loan act is NOT South Carolina Consumer Protection Code.

If the governing law state is South Carolina and is not Consumer Protection Code, then include:

You may charge the maximum late fee authorized by law.

11. CreditAgreementOLFixedEvergreen

Section - Collection Expenses and Attorneys' Fees

COND.ID00456. The governing law state is South Carolina and the loan act is South Carolina Consumer Protection Code.

If Consumer Protection Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement, which will include, but are not limited to, reasonable attorneys' fees not in excess of 15 percent of the unpaid debt after default and referral to an attorney who is not your salaried employee. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expense will be secured by the property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00457. The governing law state is South Carolina and the loan act is NOT South Carolina Consumer Protection Code.

If the governing law state is South Carolina and is not Consumer Protection Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement, which will include, but are not limited to, reasonable attorneys' fees. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expense will be secured by the property I have granted to you, if any. To the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

Section - Fees Appendix

COND.ID00456. The governing law state is South Carolina and the loan act is South Carolina Consumer Protection Code.

If Consumer Protection Code, then include:

You may charge the maximum late fee authorized by law. The minimum late fee will increase or decrease by \$0.20 and the maximum late fee will increase or decrease by \$0.50 on July 1st of each even numbered year in which the permitted late fee changes.

COND.ID00457. The governing law state is South Carolina and the loan act is NOT South Carolina Consumer Protection Code.

If the governing law state is South Carolina and is not Consumer Protection Code, then include:

You may charge the maximum late fee authorized by law.

12. CreditAgreementOLVariableDraw

Section - Collection Expenses and Attorneys' Fees

COND.ID00456. The governing law state is South Carolina and the loan act is South Carolina Consumer Protection Code.

If Consumer Protection Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement, which will include, but are not limited to, reasonable attorneys' fees not in excess of 15 percent of the unpaid debt after default and referral to an attorney who is not your salaried employee. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expense will be secured by the property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00457. The governing law state is South Carolina and the loan act is NOT South Carolina Consumer Protection Code.

If the governing law state is South Carolina and is not Consumer Protection Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement, which will include, but are not limited to, reasonable attorneys' fees. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expense will be secured by the property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

Section - Fees Appendix

COND.ID00456. The governing law state is South Carolina and the loan act is South Carolina Consumer Protection Code.

If Consumer Protection Code, then include:

You may charge the maximum late fee authorized by law. The minimum late fee will increase or decrease by \$0.20 and the maximum late fee will increase or decrease by \$0.50 on July 1st of each even numbered year in which the permitted late fee changes.

COND.ID00457. The governing law state is South Carolina and the loan act is NOT South Carolina Consumer Protection Code.

If the governing law state is South Carolina and is not Consumer Protection Code, then include:

You may charge the maximum late fee authorized by law.

13. CreditAgreementOLVariableDrawRepay

Section - Collection Expenses and Attorneys' Fees

COND.ID00456. The governing law state is South Carolina and the loan act is South Carolina Consumer Protection Code.

If Consumer Protection Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement, which will include, but are not limited to, reasonable attorneys' fees not in excess of 15 percent of the unpaid debt after default and referral to an attorney who is not your salaried employee. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expense will be secured by the property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00457. The governing law state is South Carolina and the loan act is NOT South Carolina Consumer Protection Code.

If the governing law state is South Carolina and is not Consumer Protection Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement, which will include, but are not limited to, reasonable attorneys' fees. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expense will be secured by the property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

Section - Fees Appendix

COND.ID00456. The governing law state is South Carolina and the loan act is South Carolina Consumer Protection Code.

If Consumer Protection Code, then include:

You may charge the maximum late fee authorized by law. The minimum late fee will increase or decrease by \$0.20 and the maximum late fee will increase or decrease by \$0.50 on July 1st of each even numbered year in which the permitted late fee changes.

COND.ID00457. The governing law state is South Carolina and the loan act is NOT South Carolina Consumer Protection Code.

If the governing law state is South Carolina and is not Consumer Protection Code, then include:

You may charge the maximum late fee authorized by law.

14. CreditAgreementOLVariableEvergreen

Section - Collection Expenses and Attorneys' Fees

COND.ID00456. The governing law state is South Carolina and the loan act is South Carolina Consumer Protection Code.

If Consumer Protection Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement, which will include, but are not limited to, reasonable attorneys' fees not in excess of 15 percent of the unpaid debt after default and referral to an attorney who is not your salaried employee. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expense will be secured by the property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00457. The governing law state is South Carolina and the loan act is NOT South Carolina Consumer Protection Code.

If the governing law state is South Carolina and is not Consumer Protection Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement, which will include, but are not limited to, reasonable attorneys' fees. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expense will be secured by the property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

Section - Fees Appendix

COND.ID00456. The governing law state is South Carolina and the loan act is South Carolina Consumer Protection Code.

If Consumer Protection Code, then include:

You may charge the maximum late fee authorized by law. The minimum late fee will increase or decrease by \$0.20 and the maximum late fee will increase or decrease by \$0.50 on July 1st of each even numbered year in which the permitted late fee changes.

COND.ID00457. The governing law state is South Carolina and the loan act is NOT South Carolina Consumer Protection Code.

If the governing law state is South Carolina and is not Consumer Protection Code, then include:

You may charge the maximum late fee authorized by law.

15. CreditAgreementPLFixedDraw

Section - Collection Expenses and Attorneys' Fees

COND.ID00456. The governing law state is South Carolina and the loan act is South Carolina Consumer Protection Code.

If Consumer Protection Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement, which will include, but are not limited to, reasonable attorneys' fees not in excess of 15 percent of the unpaid debt after default and referral to an attorney who is not your salaried employee. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expense will be secured by the property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00457. The governing law state is South Carolina and the loan act is NOT South Carolina Consumer Protection Code.

If the governing law state is South Carolina and is not Consumer Protection Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement, which will include, but are not limited to, reasonable attorneys' fees. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expense will be secured by the property I have granted to you, if any. To the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

Section - Fees Appendix

COND.ID00456. The governing law state is South Carolina and the loan act is South Carolina Consumer Protection Code.

If Consumer Protection Code, then include:

You may charge the maximum late fee authorized by law. The minimum late fee will increase or decrease by \$0.20 and the maximum late fee will increase or decrease by \$0.50 on July 1st of each even numbered year in which the permitted late fee changes.

COND.ID00457. The governing law state is South Carolina and the loan act is NOT South Carolina Consumer Protection Code.

If the governing law state is South Carolina and is not Consumer Protection Code, then include:

You may charge the maximum late fee authorized by law.

16. CreditAgreementPLFixedDrawRepay

Section - Collection Expenses and Attorneys' Fees

COND.ID00456. The governing law state is South Carolina and the loan act is South Carolina Consumer Protection Code.

If Consumer Protection Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement, which will include, but are not limited to, reasonable attorneys' fees not in excess of 15 percent of the unpaid debt after default and referral to an attorney who is not your salaried employee. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expense will be secured by the property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00457. The governing law state is South Carolina and the loan act is NOT South Carolina Consumer Protection Code.

If the governing law state is South Carolina and is not Consumer Protection Code, then include:

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Section - Fees Appendix

COND.ID00456. The governing law state is South Carolina and the loan act is South Carolina Consumer Protection Code.

If Consumer Protection Code, then include:

You may charge the maximum late fee authorized by law. The minimum late fee will increase or decrease by \$0.20 and the maximum late fee will increase or decrease by \$0.50 on July 1st of each even numbered year in which the permitted late fee changes.

COND.ID00457. The governing law state is South Carolina and the loan act is NOT South Carolina Consumer Protection Code.

If the governing law state is South Carolina and is not Consumer Protection Code, then include:

You may charge the maximum late fee authorized by law.

17. CreditAgreementPLFixedEvergreen

Section - Collection Expenses and Attorneys' Fees

COND.ID00456. The governing law state is South Carolina and the loan act is South Carolina Consumer Protection Code.

If Consumer Protection Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement, which will include, but are not limited to, reasonable attorneys' fees not in excess of 15 percent of the unpaid debt after default and referral to an attorney who is not your salaried employee. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expense will be secured by the property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00457. The governing law state is South Carolina and the loan act is NOT South Carolina Consumer Protection Code.

If the governing law state is South Carolina and is not Consumer Protection Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement, which will include, but are not limited to, reasonable attorneys' fees. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expense will be secured by the property I have granted to you, if any. To the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

Section - Fees Appendix

COND.ID00456. The governing law state is South Carolina and the loan act is South Carolina Consumer Protection Code.

If Consumer Protection Code, then include:

You may charge the maximum late fee authorized by law. The minimum late fee will increase or decrease by \$0.20 and the maximum late fee will increase or decrease by \$0.50 on July 1st of each even numbered year in which the permitted late fee changes.

COND.ID00457. The governing law state is South Carolina and the loan act is NOT South Carolina Consumer Protection Code.

If the governing law state is South Carolina and is not Consumer Protection Code, then include:

You may charge the maximum late fee authorized by law.

18. CreditAgreementPLVariableDraw

Section - Collection Expenses and Attorneys' Fees

COND.ID00456. The governing law state is South Carolina and the loan act is South Carolina Consumer Protection Code.

If Consumer Protection Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement, which will include, but are not limited to, reasonable attorneys' fees not in excess of 15 percent of the unpaid debt after default and referral to an attorney who is not your salaried employee. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expense will be secured by the property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00457. The governing law state is South Carolina and the loan act is NOT South Carolina Consumer Protection Code.

If the governing law state is South Carolina and is not Consumer Protection Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement, which will include, but are not limited to, reasonable attorneys' fees. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expense will be secured by the property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

Section - Fees Appendix

COND.ID00456. The governing law state is South Carolina and the loan act is South Carolina Consumer Protection Code.

If Consumer Protection Code, then include:

You may charge the maximum late fee authorized by law. The minimum late fee will increase or decrease by \$0.20 and the maximum late fee will increase or decrease by \$0.50 on July 1st of each even numbered year in which the permitted late fee changes.

COND.ID00457. The governing law state is South Carolina and the loan act is NOT South Carolina Consumer Protection Code.

If the governing law state is South Carolina and is not Consumer Protection Code, then include:

You may charge the maximum late fee authorized by law.

19. CreditAgreementPLVariableDrawRepay

Section - Collection Expenses and Attorneys' Fees

COND.ID00456. The governing law state is South Carolina and the loan act is South Carolina Consumer Protection Code.

If Consumer Protection Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement, which will include, but are not limited to, reasonable attorneys' fees not in excess of 15 percent of the unpaid debt after default and referral to an attorney who is not your salaried employee. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expense will be secured by the property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

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Section - Fees Appendix

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If Consumer Protection Code, then include:

You may charge the maximum late fee authorized by law. The minimum late fee will increase or decrease by \$0.20 and the maximum late fee will increase or decrease by \$0.50 on July 1st of each even numbered year in which the permitted late fee changes.

COND.ID00457. The governing law state is South Carolina and the loan act is NOT South Carolina Consumer Protection Code.

If the governing law state is South Carolina and is not Consumer Protection Code, then include:

You may charge the maximum late fee authorized by law.

20. CreditAgreementPLVariableEvergreen

Section - Collection Expenses and Attorneys' Fees

COND.ID00456. The governing law state is South Carolina and the loan act is South Carolina Consumer Protection Code.

If Consumer Protection Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement, which will include, but are not limited to, reasonable attorneys' fees not in excess of 15 percent of the unpaid debt after default and referral to an attorney who is not your salaried employee. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expense will be secured by the property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

COND.ID00457. The governing law state is South Carolina and the loan act is NOT South Carolina Consumer Protection Code.

If the governing law state is South Carolina and is not Consumer Protection Code, then include:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement, which will include, but are not limited to, reasonable attorneys' fees. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expense will be secured by the property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*.

Section - Fees Appendix

COND.ID00456. The governing law state is South Carolina and the loan act is South Carolina Consumer Protection Code.

If Consumer Protection Code, then include:

You may charge the maximum late fee authorized by law. The minimum late fee will increase or decrease by \$0.20 and the maximum late fee will increase or decrease by \$0.50 on July 1st of each even numbered year in which the permitted late fee changes.

COND.ID00457. The governing law state is South Carolina and the loan act is NOT South Carolina Consumer Protection Code.

If the governing law state is South Carolina and is not Consumer Protection Code, then include:

You may charge the maximum late fee authorized by law.

21. LoanAgreementConstructionConsumer

Section - Insolvency or Bankruptcy

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If the governing law state is South Carolina and is not Consumer Protection Code, then include:

Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against any of the Loan Parties.

Section - Death or Incompetency

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If the governing law state is South Carolina and is not Consumer Protection Code, then include:

Death or Incompetency. Any of the Loan Parties die or are declared legally incompetent.

Section - Failure to Perform

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If the governing law state is South Carolina and is not Consumer Protection Code, then include:

Failure to Perform. Any of the Loan Parties fail to perform any condition or to keep any promise or covenant contained in this Agreement or any other Loan Document.

Section - Other Loan Documents

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If the governing law state is South Carolina and is not Consumer Protection Code, then include:

Other Loan Documents. A default or event of default occurs under the terms of any other Loan Document.

Section - Other Agreements

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If the governing law state is South Carolina and is not Consumer Protection Code, then include:

Other Agreements. Any of the Loan Parties are in default on any other debt or under any other agreement such Loan Party has with DTA.ID02220.

Section - Misrepresentation

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If the governing law state is South Carolina and is not Consumer Protection Code, then include:

Misrepresentation. Any of the Loan Parties make any verbal or written statement or provide any financial information under or in connection with any Loan Document that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

Section - Judgment

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If the governing law state is South Carolina and is not Consumer Protection Code, then include:

Judgment. Any of the Loan Parties fail to satisfy or appeal any judgment against it.

Section - Name Change

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If the governing law state is South Carolina and is not Consumer Protection Code, then include:

Name Change. Borrower or Owner change its name or assume an additional name without notifying DTA.ID02220 before making such a change.

Section - Property Transfer

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If the governing law state is South Carolina and is not Consumer Protection Code, then include:

Property Transfer. Any of the Loan Parties transfer all or a substantial part of such Loan Party's property or assets.

Section - Default

COND.ID00622. The governing law state is Idaho-Consumer Protection Act applies, Kansas-UCCC applies, Maine-UCCC applies or South Carolina-Consumer Protection Code applies.

If is Consumer Protection Code, then include:

Other Events. Anything else happens that causes DTA.ID02220 to reasonably believe that the prospect of payment, performance or realization of the Property is significantly impaired.

Section - Property Value

COND.ID00631. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, Idaho-Consumer Loan Act, South Carolina-Consumer Protection Act, WI-Wisconsin Consumer Act, or property state is not Tennessee.

If the governing law state is South Carolina and is not Consumer Protection Code, then include:

Property Value. DTA.ID02220 determines in good faith that the value of the Property has materially declined or is materially impaired.

Section - Insecurity

COND.ID00632. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, Idaho-Consumer Loan Act, South Carolina-Consumer Protection Act, WI-Wisconsin Consumer Act, Rhode Island, or Tennessee.

If the governing law state is South Carolina and is not Consumer Protection Code, then include:

Insecurity. DTA.ID02220 determines in good faith that a material adverse change has occurred in any of the Loan Parties' financial condition from the conditions set forth in such Loan Party's most recent financial statement before the date of this Agreement or that the prospect for payment or performance of the Loan is impaired for any reason.

Section - Acceleration

COND.ID00642. The governing law state is South Carolina and the loan act is the Consumer Protection Code.

If Consumer Protection Code, then include:

DTA.ID02220 may make all or any part of the amount owing by the terms of this Agreement immediately due. This remedy is subject to Borrower's limited right to cure certain defaults and to receive notice of such a right under *S.C. Code Ann.* §§ 37-5-110 and 37-5-111.

Otherwise

DTA.ID02220 may make all or any part of the amount owing by the terms of this Agreement immediately due.

Section - Collection Expenses and Attorneys' Fees

COND.ID00679. The governing law state is Oklahoma or South Carolina, and the UCCC applies.

If Uniform Consumer Protection Code, then include:

Collection Expenses and Attorneys' Fees. On or after the occurrence of an Event of Default, to the extent permitted by law, Borrower and Owner agree to pay all expenses of collection, enforcement or protection of DTA.ID02220's rights and remedies under this Agreement or any other Loan Document. Expenses include, but are not limited to, reasonable attorneys' fees not in excess of 15 percent of the unpaid debt after default and referral to an attorney who is not DTA.ID02220's salaried employee. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Promissory Note. All fees and expenses will be secured by the Property. In addition, to the extent permitted by the *United States Bankruptcy Code*, Borrower and Owner agree to pay the reasonable attorneys' fees incurred by DTA.ID02220 to protect DTA.ID02220's rights and interests in connection with any bankruptcy proceedings initiated by or against Borrower or Owner.

Otherwise

Collection Expenses and Attorneys' Fees. On or after the occurrence of an Event of Default, to the extent permitted by law, Borrower and Owner agree to pay all expenses of collection, enforcement or protection of DTA.ID02220's rights and remedies under this Agreement or any other Loan Document. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Promissory Note. All fees and expenses will be secured by the Property. In addition, to the extent permitted by the *United States Bankruptcy Code*, Borrower and Owner agree to pay the reasonable attorneys' fees incurred by DTA.ID02220 to protect DTA.ID02220's rights and interests in connection with any bankruptcy proceedings initiated by or against Borrower or Owner.

22. LoanEstimate

Section - Additional Information About this Loan, Subsection - Late Payment

COND.ID00883. The loan is not an investor or government loan, the governing law state is South Carolina and the loan act is Consumer Protection Code and the transaction is not a high-cost mortgage.

If Consumer Protection Code, then include:

This amount may change pursuant to §§ 37-3-203 and 37-1-109 of the *South Carolina Consumer Protection Code* so to always be the maximum amount allowed by law.

COND.ID00884. The loan is not an investor or government loan, the governing law state is South Carolina and the loan act is not Consumer Protection Code and the transaction is not a high-cost mortgage.

If the governing law state is South Carolina and is not Consumer Protection Code, then include:

This amount may change to be the maximum amount allowed by law.

23. ModificationAgreement-Loan

Section - Late Charge

COND.ID00596. The governing law state is South Carolina and the loan act is Consumer Protection Code.

If Uniform Consumer Protection Code, then include:

These amounts may change pursuant to §§ 37-3-203 and 37-1-109 of the *South Carolina Consumer Protection Code* so as to always be the maximum amount allowed by law.

COND.ID00597. The governing law state is South Carolina and the loan act is not Consumer Protection Code.

If governing law state is South Carolina and is not Uniform Consumer Protection Code, then include:

You may charge the maximum late fee authorized by law.

24. MortgageClosedEnd

Section - Expenses; Advances on Covenants; Attorneys' Fees; Collection Costs

COND.ID03872. Location state is South Carolina and the loan act is Consumer Protection Code.

If Uniform Consumer Protection Code, then include:

Expenses; Advances on Covenants; Attorneys' Fees; Collection Costs. If Mortgagor breaches any covenant in this Security Instrument, Mortgagor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest rate of interest in effect as provided in the terms of the DTA.ID06530. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. Such amount includes, but is not limited to, attorneys' fees incurred by Lender in collecting enforcing or protecting Lender's rights and remedies under this Security Instrument, court costs and other legal expenses allowed by law. Reasonable attorneys' fees will not be in excess of 15 percent of the unpaid debt after default and referral to an attorney who is not your salaried employee. To the extent permitted by the *United States Bankruptcy Code*, Mortgagor agrees to pay the reasonable attorneys' fees Lender incurs to collect the DTA.ID06530 as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.

COND.ID03873. Location state is South Carolina and the loan act is not Consumer Protection Code.

If the property state is South Carolina and is not Consumer Protection Code, then include:

Expenses; Advances on Covenants; Attorneys' Fees; Collection Costs. If Mortgagor breaches any covenant in this Security Instrument, Mortgagor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest rate of interest in effect as provided in the terms of the DTA.ID06530. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. Such amount includes, but is not limited to, attorneys' fees incurred by Lender in collecting enforcing or protecting Lender's rights and remedies under this Security Instrument, court costs and other legal expenses allowed by law. To the extent permitted by the *United States Bankruptcy Code*, Mortgagor agrees to pay the reasonable attorneys' fees Lender incurs to collect the DTA.ID06530 as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.

25. MortgageOpenEnd

Section - Expenses; Advances on Covenants; Attorneys' Fees; Collection Costs

COND.ID03872. Location state is South Carolina and the loan act is Consumer Protection Code.

If Uniform Consumer Protection Code, then include:

Expenses; Advances on Covenants; Attorneys' Fees; Collection Costs. If Mortgagor breaches any covenant in this Security Instrument, Mortgagor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest rate of interest in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. Such amount includes, but is not limited to, attorneys' fees incurred by Lender in collecting enforcing or protecting Lender's rights and remedies under this Security Instrument, court costs and other legal expenses allowed by law. Reasonable attorneys' fees will not be in excess of 15 percent of the unpaid debt after default and referral to an attorney who is not your salaried employee. To the extent permitted by the *United States Bankruptcy Code*, Mortgagor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.

COND.ID03873. Location state is South Carolina and the loan act is not Consumer Protection Code.

If the property state is South Carolina and is not Consumer Protection Code, then include:

Expenses; Advances on Covenants; Attorneys' Fees; Collection Costs. If Mortgagor breaches any covenant in this Security Instrument, Mortgagor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. These

expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest rate of interest in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. Such amount includes, but is not limited to, attorneys' fees incurred by Lender in collecting enforcing or protecting Lender's rights and remedies under this Security Instrument, court costs and other legal expenses allowed by law. To the extent permitted by the *United States Bankruptcy Code*, Mortgagor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.

26. NDAS

Section - Late Charge

COND.ID00753. The governing law state is South Carolina and the loan act is Consumer Protection Code.

If Consumer Protection Code, then include:

These amounts may change pursuant to §§ 37-3-203 and 37-1-109 of the *South Carolina Consumer Protection Code* so as to always be the maximum amount allowed by law.

COND.ID00754. Governing law state is South Carolina and the loan act is not Consumer Protection Code.

If the governing law state is South Carolina and is not Consumer Protection Code, include:

You may charge the maximum late fee authorized by law.

Section - Collection Expenses and Attorneys' Fees

COND.ID00753. The governing law state is South Carolina and the loan act is Consumer Protection Code.

If Consumer Protection Code, then include:

Collection Expenses and Attorneys' Fees. On or after default, to the extent permitted by law, I agree to pay the following:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement, which will include, but are not limited to, reasonable attorneys' fees not in excess of 15 percent of the unpaid debt after default and referral to an attorney who is not your salaried employee. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the Bankruptcy Code.

COND.ID00754. Governing law state is South Carolina and the loan act is not Consumer Protection Code.

If the governing law state is South Carolina and is not Consumer Protection Code, include:

Collection Expenses and Attorneys' Fees. On or after default, to the extent permitted by law, I agree to pay the following:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement, which will include, but are not limited to, reasonable attorneys' fees. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the Bankruptcy Code.

27. NoteConsumer

Section - Collection Costs and Attorneys' Fees

COND.ID00596. The governing law state is South Carolina and the loan act is Consumer Protection Code.

If Consumer Protection Code, then include:

On or after default, to the extent permitted by law, I agree to pay the following:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement, which will include, but are not limited to, reasonable attorneys' fees not in excess of 15 percent of the unpaid debt after default and referral to an attorney who is not your salaried employee. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the Bankruptcy Code.

COND.ID00597. The governing law state is South Carolina and the loan act is not Consumer Protection Code.

If the governing law state is South Carolina and is not Consumer Protection Code, include:

On or after default, to the extent permitted by law, I agree to pay the following:

All expenses of collection, enforcement or protection of your rights and remedies under this Agreement, which will include, but are not limited to, reasonable attorneys' fees. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the property I have granted to you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to

collect the Loan Account Balance as awarded by any court exercising jurisdiction under the Bankruptcy Code.

Section - Limited Right to Refinance

COND.ID00551. The governing law state is South Carolina and the loan act is Consumer Protection Code.

If Consumer Protection Code, then include:

Limited Right to Refinance. If any scheduled payment is more than twice as large as the average of earlier scheduled payments, I have the right to refinance the amount of such payment at the time it is due without penalty, as provided for by state law. The terms of the refinancing shall be no less favorable than the terms of the original transaction. This section does not apply if the payment schedule was adjusted because of my seasonal or irregular income.

Section - Late Charge

COND.ID00883. The governing law state is South Carolina and the loan act is Consumer Protection Code and the transaction is not a high-cost mortgage.

If Consumer Protection Code, then include:

These amounts may change pursuant to §§ 37-3-203 and 37-1-109 of the *South Carolina Consumer Protection Code* so as to always be the maximum amount allowed by law.

COND.ID00884. The governing law state is South Carolina and the loan act is not Consumer Protection Code and the transaction is not a high-cost mortgage.

If the governing law state is South Carolina and is not Consumer Protection Code, then include:

You may charge the maximum late fee authorized by law.

Section - General Terms

COND.ID00551. The governing law state is South Carolina and the loan act is Consumer Protection Code.

If Consumer Protection Code, then include:

I agree that this loan is subject to Sections 37-1-101 through 37-6-609 of the *South Carolina Consumer Protection Code*, as amended (including Section 37-3-201).

28. TILDisclosure-Dwelling-Variable-IO-AdjustmentMaxIn5

Section - Late Charge

Note: Section - Late Charge is used by all other TILs via content dependencies. You only need to make a selection once.

COND.ID00381. The governing law state is South Carolina and the loan act is Consumer Protection Code and the transaction is not a high-cost mortgage.

If Consumer Protection Code, then include:

These amounts may change pursuant to §§ 37-3-203 and 37-1-109 of the *South Carolina Consumer Protection Code* so as to always be the maximum amount allowed by law.

COND.ID00382. The governing law state is South Carolina and the loan act is not Consumer Protection Code and the transaction is not a high-cost mortgage.

If the governing law state is South Carolina and is not Consumer Protection Code, then include:

Lender may charge the maximum late fee authorized by law.

Texas

The following agency forms are selected for Texas loans that use General Interest Law - Home Equity. If General Interest Law - Home Equity is not passed the form will not select.

1. FannieMae3176_44RiderFixed10YrTreasHE1stLien-TX
2. FannieMae3182_44RiderFixed1YrTreasHE1stLien-TX
3. FannieMae3183_44RiderFixed1YrTreasHE1stLienConv-TX
4. FannieMaeFreddieMac3140_44HomeEquityCondominiumRiderTX-M2
5. FannieMaeFreddieMac3044_1FirstLienCashOutSecurityInstTX
6. FannieMaeFreddieMac3150_44HomeEquityPUDRider-TX-M2
7. FannieMaeFreddieMac3185HomeEquityAffidavitAndAgreementTX-M2
8. FannieMaeFreddieMac3244_1HomeEquityFirstLienCashOutNote-TX-M2
9. FannieMaeFreddieMac3263_44NoteFixed10YrTreasHE1stLien-TX
10. FannieMaeFreddieMac3522_44NoteFixed1YrTreasHE1stLien-TX
11. FannieMaeFreddieMac3523_44Note1YrTreasHE1stLienConv-TX

General Interest Law - Home Equity is also used in agency addenda, notes, riders and security instruments to ensure they do not select for Texas home equity loans.

Secondary Mortgage Loans - Home Equity is also used in agency addenda, notes, riders and security instruments to ensure they do not select for Texas home equity loans.

General Interest Law - Home Equity

1. AcknowledgmentOfFairMarketValueOfHomesteadPropertyTX-HE

Select if the loan is secured by residential real estate that is located in Texas, and the loan is a Texas Home Equity Loan, as defined by the Texas Constitution.

Note: If General Interest Law - Home Equity is not passed this form will not select.

2. Addendum-Conversion

This document prints N/A if a lender fails to pass a required field. TX Constitution Section 50(a)(6)(Q)(iii).

3. Addendum-CreditAgreement-HE-InitialInterestRate

This document prints N/A if a lender fails to pass a required field. TX Constitution Section 50(a)(6)(Q)(iii).

4. AddendumCreditAgreementOLPLInitialInterestRate

This document prints N/A if a lender fails to pass a required field. TX Fin. Code Sections 342.506 and 345.108.

5. Assignment-LeasesAndRents-M2

Section - Secured Debts and Future Advances

COND.ID03953. The transaction is a Texas home equity loan.

If General Interest Law - Home Equity, then include:

Secured Debts.

Otherwise

Secured Debts and Future Advances.

COND.ID03953. The transaction is a Texas home equity loan.

If General Interest Law - Home Equity, then include:

The promissory note signed by DTA.ID02765 (the "*Borrower*") and dated the same date as this Assignment (the "*Note*"). The Note states that Borrower owes Lender DTA.ID01436 plus interest. Borrower has promised to pay this debt in regular periodic payments and to pay the debt in full not later than DTA.ID01438.

This debt is an extension of credit as defined by Section 50(a)(6), Article XVI of the *Texas Constitution* (referred to herein as the "*Extension of Credit*").

This Assignment also secures all additional sums advanced and expenses incurred by Lender under the terms of this Assignment to the extent permitted by law.

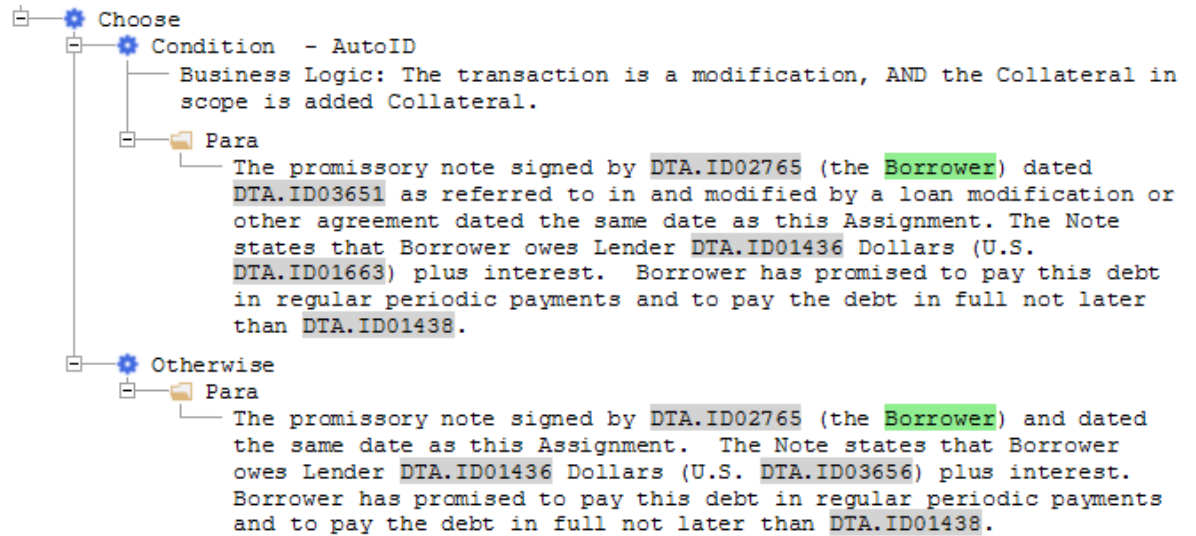
Section - Debt Incurred

COND.ID00157. The collateral is located in Texas, and the loan act is not Texas home equity.

If the property state is Texas and is not General Interest Law - Home Equity, then include:

Debt incurred under the terms of a promissory note, "*Note*", described below, and all renewals, extensions, modifications or substitutions, thereof.

The following paras may print if General Interest Law - Home Equity is passed:



Section - All Future Advances

COND.ID00157. The collateral is located in Texas, and the loan act is not Texas home equity.

If the property state is Texas and is not General Interest Law - Home Equity, then include:

DTA.ID00377 All future advances from Lender to Assignor or other future obligations of Assignor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Assignor in favor of Lender after this Assignment whether or not this Assignment is specifically referenced. If more than one person signs this Assignment, each Assignor agrees that this Assignment will secure all future advances and future obligations that are given to or incurred by any one or more Assignor, or any one or more Assignor and others. All future advances and other future obligations are secured by this Assignment even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Assignment. Nothing in this Assignment shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

Section - All Obligations

COND.ID00157. The collateral is located in Texas, and the loan act is not Texas home equity.

If the property state is Texas and is not General Interest Law - Home Equity, then include:

DTA.ID00378 All obligations Assignor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Assignor and Lender.

Section - All Additional

COND.ID00157. The collateral is located in Texas, and the loan act is not Texas home equity.

If the property state is Texas and is not General Interest Law - Home Equity, then include:

All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Assignment.

Section - Default

COND.ID03993. The loan is not payable on demand or the loan is a Texas home equity loan.

If General Interest Law - Home Equity, then include:

Assignor will be in default if any of the following events (known separately and collectively as an "*Event of Default*") occur, except as restricted by applicable law.

Otherwise

Assignor understands that Lender may demand payment anytime at Lender's discretion. For example, Lender may demand payment in full if any of the following events (known separately and collectively as "*Event of Default*") occur, except as restricted by applicable law.

Section - Expenses; Advances on Covenants; Attorneys' Fees; Collection Costs

COND.ID04008. The property state is Texas, AND the General Interest Law - Home Equity or Secondary Mortgage Loans - Home Equity loan act applies.

If General Interest Law - Home Equity, then include:

To the extent permitted by Section 50(a)(6), Article XVI of the *Texas Constitution* and other applicable law Assignor agrees to pay:

Lender's expenses if Assignor breaches any covenant in this Assignment.

On demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Homestead Property and Lender's security interest. These expenses will bear interest from the date of payment by Lender until re-paid in full by Assignor, at the interest rate in effect as provided in the Note.

All costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Assignment. This amount includes court costs and attorneys' fees actually incurred, providing that attorney is not Lender's salaried employee.

Otherwise

Except when prohibited by law, Assignor agrees to pay all of Lender's expenses if Assignor breaches any covenant in this Assignment. Assignor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of

the Secured Debt. Assignor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Assignment. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Assignment shall remain in effect until released. Assignor agrees to pay for any recordation costs of such release.

Section - Lenders Expenses

COND.ID04008. The property state is Texas, AND the General Interest Law - Home Equity or Secondary Mortgage Loans - Home Equity loan act applies.

If General Interest Law - Home Equity, then include:

Lender's expenses if Assignor breaches any covenant in this Assignment.

Section - On demand

COND.ID04008. The property state is Texas, AND the General Interest Law - Home Equity or Secondary Mortgage Loans - Home Equity loan act applies.

If General Interest Law - Home Equity, then include:

On demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Homestead Property and Lender's security interest. These expenses will bear interest from the date of payment by Lender until re-paid in full by Assignor, at the interest rate in effect as provided in the Note.

Section - All Costs

COND.ID04008. The property state is Texas, AND the General Interest Law - Home Equity or Secondary Mortgage Loans - Home Equity loan act applies.

If General Interest Law - Home Equity, then include:

All costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Assignment. This amount includes court costs and attorneys' fees actually incurred, providing that attorney is not Lender's salaried employee.

6. AssignmentOfContractRightsRE

Section - Lenders Expenses

COND.ID04008. The property state is Texas, AND the General Interest Law - Home Equity or Secondary Mortgage Loans - Home Equity loan act applies.

If General Interest Law - Home Equity, then include:

Lender's expenses if Assignor breaches any covenant in this Assignment.

Section - On demand

COND.ID04008. The property state is Texas, AND the General Interest Law - Home Equity or Secondary Mortgage Loans - Home Equity loan act applies.

If General Interest Law - Home Equity, then include:

On demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Homestead Property and Lender's security interest. These expenses will bear interest from the date of payment by Lender until re-paid in full by Assignor, at the interest rate in effect as provided in the Note.

Section - All Costs

COND.ID04008. The property state is Texas, AND the General Interest Law - Home Equity or Secondary Mortgage Loans - Home Equity loan act applies.

If General Interest Law - Home Equity, then include:

All costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Assignment. This amount includes court costs and attorneys' fees actually incurred, providing that attorney is not Lender's salaried employee.

Section - Default

COND.ID05797. The loan is not payable on demand or the loan is a Texas home equity loan.

If General Interest Law - Home Equity, then include:

Assignor will be in default if any of the following events (known separately and collectively as an "*Event of Default*") occur, except as restricted by applicable law.

Otherwise

Assignor understands that Lender may demand payment anytime at Lender's discretion. For example, Lender may demand payment in full if any of the following events (known separately and collectively as "*Event of Default*") occur, except as restricted by applicable law.

Section - Secured Debts and Future Advances

COND.ID03953. The transaction is a Texas home equity loan.

If General Interest Law - Home Equity, then include:

Secured Debts.

Otherwise

Secured Debts and Future Advances.

COND.ID08912. The transaction is a Texas home equity loan.

If the property state is Texas and is not General Interest Law - Home Equity, then include:

The promissory note signed by DTA.ID02765 (the "*Borrower*") and dated the same date as this Assignment (the "*Note*"). The Note states that Borrower owes Lender DTA.ID08535.

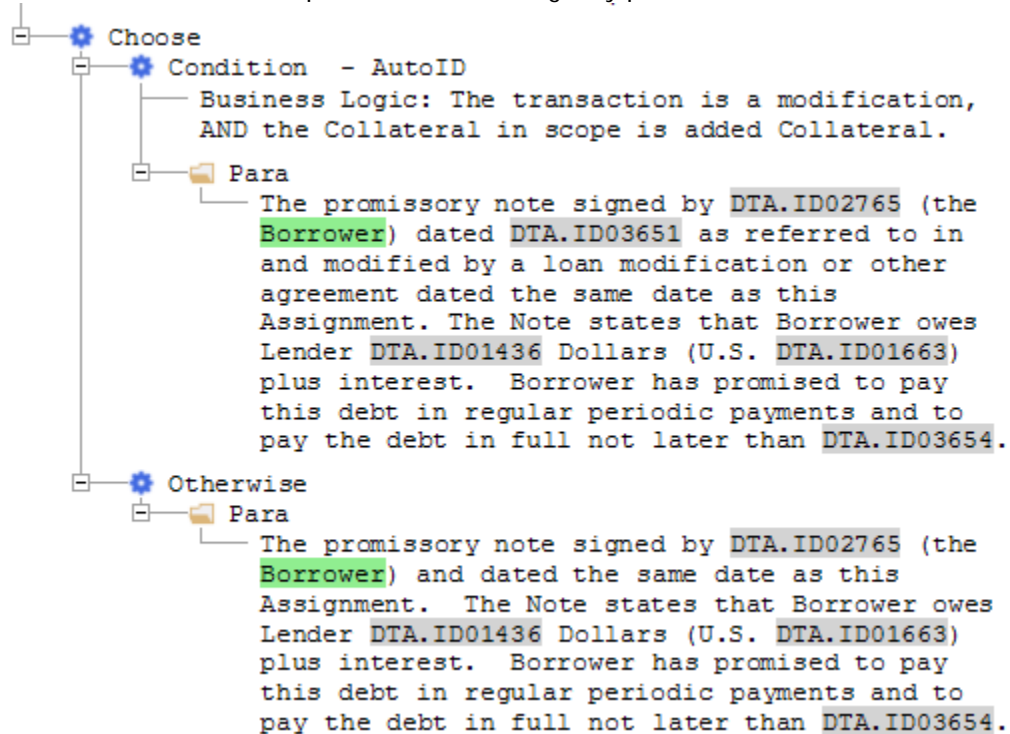
Section - Debt Incurred

COND.ID08904. The collateral is located in Texas, and the loan act is not Texas home equity.

If General Interest Law - Home Equity, then include:

Debt incurred under the terms of a promissory note, "*Note*", described below, and all renewals, extensions, modifications or substitutions, thereof.

If General Interest Law is passed, the following may print:



Section - All Future Advances

COND.ID08904. The collateral is located in Texas, and the loan act is not Texas home equity.

If General Interest Law - Home Equity, then include:

DTA.ID00377 All future advances from Lender to Assignor or other future obligations of Assignor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Assignor in favor of Lender after this Assignment whether or not this Assignment is specifically referenced. If more than one person signs this Assignment, each Assignor agrees that this Assignment will secure all future advances and future obligations that are given to or incurred by any one or more Assignor, or any one or more Assignor and others. All future advances and other future obligations are secured by this Assignment even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Assignment. Nothing in this Assignment shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

Section - All Obligations

COND.ID08904. The collateral is located in Texas, and the loan act is not Texas home equity.

If General Interest Law - Home Equity, then include:

DTA.ID00378 All obligations Assignor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Assignor and Lender.

Section - All Additional

COND.ID08904. The collateral is located in Texas, and the loan act is not Texas home equity.

If General Interest Law - Home Equity, then include:

All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Assignment.

7. CreditReportAuthorization-HE

This document prints N/A if a lender fails to pass a required field. TX Constitution Section 50(a)(6)(Q)(iii).

8. DeedOfTrustFirstHomeEquityTX

Select for closed end transactions where the collateral is real estate with a first position lien located in Texas and the transaction is subject to the home equity provisions of the Texas Constitution. Do not select for a modification transaction or when deed secures a guaranty. Do not select this document for loans that can be sold to Fannie Mae or Freddie Mac or insured by FHA.

Note: If the property state is Texas, the form will not select if General Interest Law - Home Equity is passed.

9. GuarantyConsumerNoGarnish

Select this document when there is a guarantor and the Lender requests a Consumer Guaranty (Without Garnishment) in AK, AZ, DE, PA, SC or TX but only if it is not a Texas home equity transaction.

Note: If the governing state is Texas, the form will not select if General Interest Law - Home Equity is passed.

10. HomeEquityChecklist-TX

Select this document if the loan is secured by residential real estate that is located in Texas, and the loan is a Texas Home Equity Loan, as defined by the Texas Constitution.

Note: If General Interest Law - Home Equity is not passed this form will not select.

11. HomeEquityClosingAffidavitandAgreementTX

Select this document if the loan is secured by residential real estate that is located in Texas, and the loan is a Texas Home Equity Loan, as defined by the Texas Constitution.

Note: If General Interest Law - Home Equity is not passed this form will not select.

12. HomeEquityNoticeTX

Select this document if the loan is secured by residential real estate that is located in Texas, and the loan is a Texas Home Equity Loan, as defined by the Texas Constitution and the borrower language is not Spanish.

Note: If General Interest Law - Home Equity is not passed this form will not select.

13. HomeEquityNoticeTX-Spanish

Select this document if the loan is secured by residential real estate that is located in Texas, there is a Spanish speaking borrower, and the loan is a Texas Home Equity Loan, as defined by the Texas Constitution.

Note: If General Interest Law - Home Equity is not passed this form will not select.

14. ModificationAgreement-DeedOfTrust

Select for a loan modification that is secured by existing real property that is not a cooperative, including a manufactured home permanently attached to land, located in Alaska, Arizona, California, Colorado, District of Columbia, Georgia, Idaho, Maryland, Missouri, Mississippi, North Carolina, Nebraska, Nevada, Oregon, Tennessee, Utah, Virginia, Washington, West Virginia, or Montana if the property is 40 acres or less and the user does not select Mortgage or located in Texas but not a home equity loan act. Do not select this document for loans that can be sold to Fannie Mae or Freddie Mac or insured by FHA.

Note: If the property state is Texas, the form will not select if General Interest Law - Home Equity is passed.

15. ModificationAgreement-Loan

The loan is a modification, AND the institution does not want a new note or credit agreement to be selected, AND the transaction is not a Texas home equity transaction, AND IF the loan is not open-end the interest accrual method on the loan is not precomputed, AND there is not a fee in lieu of interest. NOTE: We do not support modification of Texas home equity transactions. Do not select this document for loans that can be sold to Fannie Mae or Freddie Mac or insured by FHA.

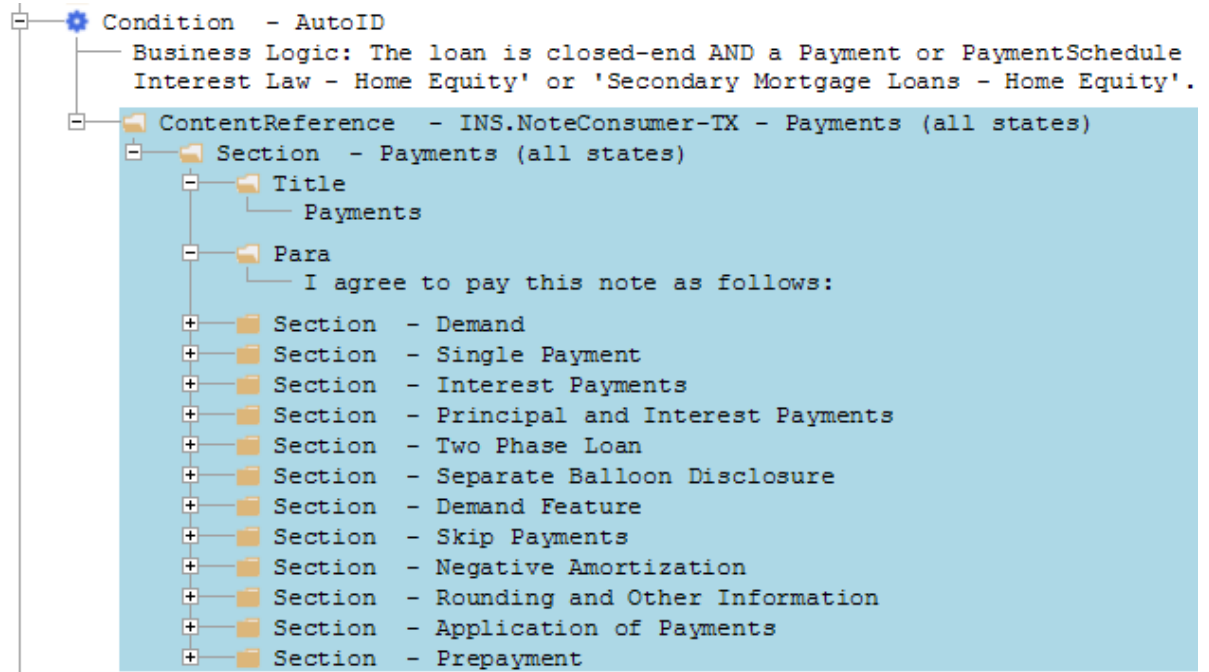
Note: If the property state is Texas, the form will not select if General Interest Law - Home Equity is passed.

Section - Amended Note Terms

COND.ID00012. The loan is closed-end AND a Payment or PaymentSchedule is passed AND the governing law state is Texas, AND the loan act is NOT 'General Interest Law - Home Equity' or 'Secondary Mortgage Loans - Home Equity'.

The governing law state is Texas and is not General Interest Law - Home Equity, then include:

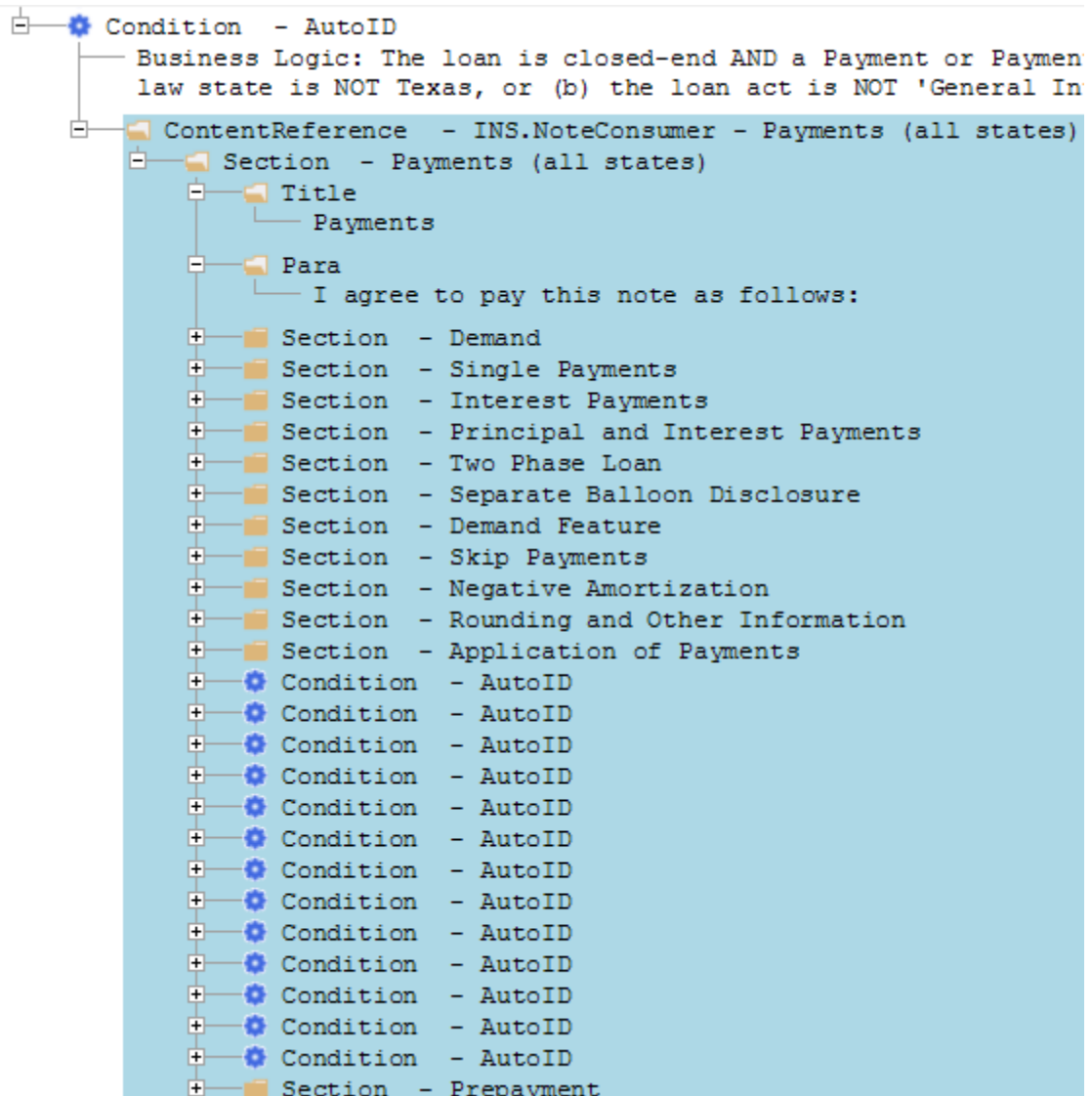
General Interest Law - Home Equity is used to determine whether to pull sections of NoteConsumer-TX into the Modification Agreement via a Content Reference.



COND.ID00013. The loan is closed-end AND a Payment or PaymentSchedule is passed AND the loan act is NOT Wisconsin Consumer Act AND either (a) the governing law state is NOT Texas, or (b) the loan act is NOT 'General Interest Law - Home Equity' or 'Secondary Mortgage Loans - Home Equity'.

The governing law state is Texas and is not General Interest Law - Home Equity, then include:

General Interest Law - Home Equity is used to determine whether to pull sections of NoteConsumer into the Modification Agreement via a Content Reference.



Section - Interest

COND.ID00020. The loan is closed-end AND an interest rate is passed AND the governing law is Texas AND the loan act is NOT 'General Interest Law - Home Equity' or 'Secondary Mortgage Loans - Home Equity'.

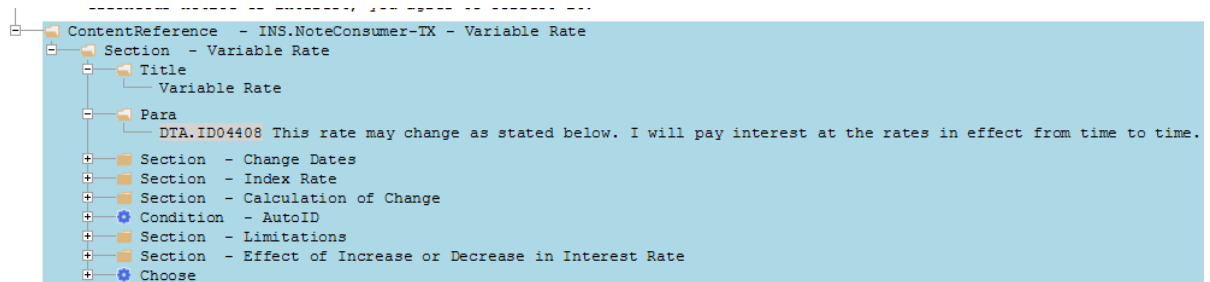
If the governing law state is Texas and is not General Interest Law - Home Equity, then include:

Interest. I agree to pay interest on the outstanding principal balance from DTA.ID00227 at the rate of DTA.ID00228 per year until paid in full, subject to any rate changes provided in the *Variable Rate* or *Post-Maturity Rate* section.

Interest accrues on the principal remaining unpaid from time to time, until paid in full. If you give my loan money in more than one advance, each advance will start to earn interest only when I receive it. The interest rate(s) and other charges on this note will never exceed the highest rate or charge allowed by law for this note. If you collect more interest

than the law and this note allow, you agree to refund it to me. If you send any erroneous notice of interest, you agree to correct it.

General Interest Law - Home Equity is used to determine whether to pull sections of NoteConsumer-TX into the Modification Agreement via a Content Reference.



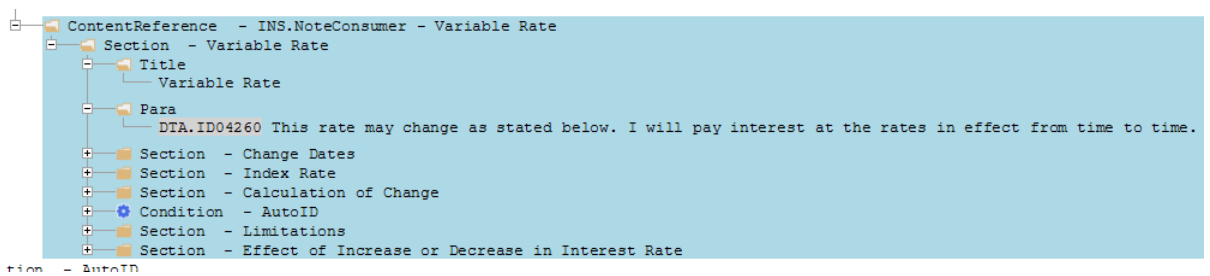
COND.ID00022. The loan is closed-end AND an interest rate is passed AND the loan act is NOT 'Wisconsin Consumer Act'. AND either (a) the governing law is NOT Texas OR (b) the loan act is NOT 'General Interest Law - Home Equity' or 'Secondary Mortgage Loans - Home Equity'.

If the governing law state is Texas and is not General Interest Law - Home Equity, then include:

Interest. I agree to pay interest on the outstanding principal balance from DTA.ID00227 at the rate of DTA.ID00228 per year until paid in full, subject to any rate changes provided in the *Variable Rate* or *Post-Maturity Rate* section.

Interest accrues on the principal remaining unpaid from time to time, until paid in full. If you give my loan money in more than one advance, each advance will start to earn interest only when I receive it. The interest rate(s) and other charges on this note will never exceed the highest rate or charge allowed by law for this note. If you collect more interest than the law and this note allow, you agree to refund it to me. If you send any erroneous notice of interest, you agree to correct it.

General Interest Law - Home Equity is used to determine whether to pull sections of NoteConsumer into the Modification Agreement via a Content Reference.



Section - Signatures

COND.ID00241. Governing law state is Texas AND the loan act is NOT 'General Interest Law - Home Equity' or 'Secondary Mortgage Loans - Home Equity'.

If the governing law state is Texas and is not General Interest Law - Home Equity, then include:

This Agreement constitutes a Written Agreement pursuant to Section 26.02 of the Texas Business and Commerce Code, if such section applies. 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.

16. Note-AdjustableRate-ConversionOption

Select if the investor is Fannie Mae or Freddie Mac, the loan is variable rate, first lien position, has a fixed rate conversion option, the lender wants the form, and the loan is not a Texas home equity loan under the provisions of Section 50(a)(6) of the Texas constitution.

Note: If the property state is Texas, the form will not select if General Interest Law - Home Equity is passed.

17. Note-AdjustableRate-M2

Select for a loan if the loan is not subject to the home equity provisions of the Texas Constitution, and the lender wants the document, the investor is Fannie Mae or Freddie Mac, the loan is variable rate, first lien position, does not have a conversion option, is not a modification, is not interest only or a balloon, and is not assumable unless it is secured by a co-op located in Connecticut, the District of Columbia, Illinois, Massachusetts, New Jersey or New York and can be assumed after the initial rate change.

Note: If the property state is Texas, the form will not select if General Interest Law - Home Equity is passed.

18. Note-JuniorLien

Select this form if the investor is Fannie Mae or Freddie Mac, second lien position, fixed rate and the property state is Alabama, Alaska, Arkansas, Arizona, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, North Carolina, North Dakota, New Hampshire, New Jersey, New Mexico, New York, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Vermont, Virginia, West Virginia, Wisconsin, Wyoming or Washington or Texas if the home equity provisions of Section 50(a)(6) of the Texas constitution do not apply and the lender and any mortgage broker are not a Texas OCCC licensee.

Note: If the property state is Texas, the form will not select if General Interest Law - Home Equity is passed.

19. Note-HomeEquityTX

Prolog

COND.ID00175. Applicable Law is General Interest Law - Home Equity, and is cash out - first lien.

If General Interest Law - Home Equity and is cash out - first lien, then include:

TEXAS HOME EQUITY REAL ESTATE NOTE

(Cash Out - First Lien)

COND.ID00176. Applicable Law is General Interest Law - Home Equity and is not cash out - first lien; OR Applicable Law is Secondary Mortgage Loans - Home Equity.

If General Interest Law - Home Equity and is not cash out - first lien, then include:

TEXAS HOME EQUITY REAL ESTATE NOTE

20. NoteConsumer-TX

The governing law state is Texas and not General Interest Law - Home Equity or Secondary Mortgage Loans - Home Equity, AND (b) Open End Credit does not apply AND (c) the accrual method is not precomputed, AND (d) minimum interest does not apply, AND (e) either (1) there is real estate or dwelling collateral, OR (2) the loan is multiple advance, OR (3) the lender did not select a combination document AND (f) the loan is NOT a variable rate loan with a preferred rate secured by a dwelling, AND either (x) the transaction is not a modification, OR (y) the institution wants a note to be selected during a modification. Do not select this document for loans that can be sold to Fannie Mae or Freddie Mac or insured by FHA.

Note: If the jurisdiction state is Texas, the form will not select if General Interest Law - Home Equity is passed.

21. NoteHomeEquityTX

(a) The Loan Act is General Interest Law - Home Equity or Secondary Mortgage Loans - Home Equity, AND (b) Open End Credit does not apply AND (c) there is real estate collateral AND (d) the loan is NOT a variable rate loan with a preferred rate secured by a dwelling, AND either (x) the transaction is not a modification, OR (y) the institution wants a note to be selected during a modification. Do not select this document for loans that can be sold to Fannie Mae or Freddie Mac or insured by FHA.

22. NoticeOfRightOfRescission

Select the Notice of Right of Rescission document for a consumer purpose loan that is secured by the borrower's principal dwelling or the owner's principal dwelling or there is an individual additional signer to the security instrument who occupies the property as his or her principal dwelling and is not releasing dower/curtesy rights OR there is an individual additional signer for a Texas home equity loan and the borrower is:

- refinancing a rescindable closed-end loan with a different lender or the same lender
- increasing the amount of the security of an open-end credit account
- increasing the credit limit of an open-end credit account
- opening an open-end credit account
- adding a security interest to an open-end credit account; or
- opening an open-end credit account with a partial rescission

Do not select if the transaction meets the residential rental property exception under the federal Truth-in-Lending Act and Regulation Z.

Note: To meet the requirement that a non-owner spouse receives a right of rescission for Texas home equity loans, General Interest Law - Home Equity provides a notice of right of rescission when there is an additional signer.

23. NoticeOfRightOfRescissionCopy2

Select the Notice of Right of Rescission document for a consumer purpose loan that is secured by the borrower's principal dwelling or the owner's principal dwelling or there is an individual additional signer to the security instrument who occupies the property as his or her principal dwelling and is not releasing dower/curtesy rights OR there is an individual additional signer for a Texas home equity loan and the borrower is:

- refinancing a rescindable closed-end loan with a different lender or the same lender
- increasing the amount of the security of an open-end credit account
- increasing the credit limit of an open-end credit account
- opening an open-end credit account
- adding a security interest to an open-end credit account; or
- opening an open-end credit account with a partial rescission

Do not select if the transaction meets the residential rental property exception under the federal Truth-in-Lending Act and Regulation Z.

Note: To meet the requirement that a non-owner spouse receives a right of rescission for Texas home equity loans, General Interest Law - Home Equity provides a notice of right of rescission when there is an additional signer.

24. NoticeOfRightOfRescissionCopy3

Select the Notice of Right of Rescission document for a consumer purpose loan that is secured by the borrower's principal dwelling or the owner's principal dwelling or there is an individual additional signer to the security instrument who occupies the property as his or her principal dwelling and is not releasing dower/curtesy rights OR there is an individual additional signer for a Texas home equity loan and the borrower is:

- refinancing a rescindable closed-end loan with a different lender or the same lender
- increasing the amount of the security of an open-end credit account
- increasing the credit limit of an open-end credit account
- opening an open-end credit account
- adding a security interest to an open-end credit account; or
- opening an open-end credit account with a partial rescission

Do not select if the transaction meets the residential rental property exception under the federal Truth-in-Lending Act and Regulation Z.

Note: If General Interest Law - Home Equity is not passed this form will not select.

Note: To meet the requirement that a non-owner spouse receives a right of rescission for Texas home equity loans, General Interest Law - Home Equity provides a notice of right of rescission when there is an additional signer.

25. ReceiptOfDocumentsTX

Select this document if the loan is secured by residential real estate that is located in Texas, and the loan is a Texas Home Equity Loan, as defined by the Texas Constitution.

Note: If General Interest Law - Home Equity is not passed this form will not select.

26. Rider-AdjustableRate-M2

Select for a loan if the loan is not subject to the home equity provisions of the Texas Constitution, and the lender wants the document and the investor is Fannie Mae or Freddie Mac, the loan is variable rate, first lien position, does not have a conversion option, is not a modification, is not interest only or a balloon, and is not secured by a co-op.

Note: If the property state is Texas, the form will not select if General Interest Law - Home Equity is passed.

27. RiderAdjustableRateConversionOption

Select if the investor is Fannie Mae or Freddie Mac, the loan is variable rate, first lien position, has a fixed rate conversion option, the lender wants the form, the loan is not a Texas home equity loan under the provisions of Section 50(a)(6) of the Texas constitution, and is not secured by a cooperative.

Note: If the property state is Texas, the form will not select if General Interest Law - Home Equity is passed.

28. Section32VariableRateHighCostHELOCDisclosure

This document prints N/A if a lender fails to pass a required field. TX Constitution Section 50(a)(6)(Q)(iii).

29. SecurityAgreement-Consumer

Select for a loan that (a) is either (i) secured by a dwelling OR real estate collateral, OR (ii) has multiple advances, OR (iii) has irregular payments, OR (iv) one for which the lender does not want a combined note, AND (b) is secured by at least one Collateral (added Collateral if the transaction is a modification) of any of the following collateral types: 101 Account & Contract Rights; 104 CD/Share Certificate (Instrument); 108 Letter of Credit - Rights; 201 Boat (untitled/non-residence); 202 Consumer Goods; 203 Pledged Goods; 204 Sport Craft/Trailer (Untitled/Non-Residence); 302 Equipment; 401 Farm Products; 403 Government Payment (Agricultural); 502 General Intangibles (Generally); 601 Bond; 602 Chattel Paper; 604 Mutual Funds; 607 Instruments; 610 Partnership Interest (Certificated); 611 Partnership Interest (Uncertificated); 612 Securities-Corporate Stock (Certificated); 616 Securities-Other (Certificated); 619 Securities Entitlement; 701 Inventory; 804 Boat (State Titled/Residence); 805 Boat (untitled/Residence); 806 Mobile Home (Personal Property/Residence); 807 Motor Vehicle (Residence); 813 Trailer (titled/residence); 814 Trailer (untitled/Residence); 902 Fixtures; 907 Timber-to-be-cut; 1001 Aircraft; 1003 Documents; 1005 Boat (state titled/non-residence); 1006 Mobile Home (personal property/non-residence); 1007

Motor Vehicle (non-residence); 1008 Outboard motor; 1010 Sport Craft (titled/non-residence); or 1011 Trailer (titled/non-residence).

Do not select this document for loans that can be sold to Fannie Mae or Freddie Mac or insured by FHA.

Do not select this document for Texas home equity loans.

Note: If the property state is Texas, the form will not select if General Interest Law - Home Equity is passed.

30. SecurityInstrumentOilAndGas

Select for a closed-end loan that is secured by real property, and the oil and gas rights thereto, located in 1) Arkansas, Kansas, Louisiana, Missouri, North Dakota, Ohio, Oklahoma, Pennsylvania; or 2) Louisiana, if the transaction is not collateral Mortgage; or 3) Texas when the loan act is NOT General Interest Law - Home Equity or Secondary Mortgage Loans - Home Equity. In a modification transaction, only select if there is such collateral that is being added in the modification.

Note: If the property state is Texas, the form will not select if General Interest Law - Home Equity is passed.

Revolving Credit Accounts - Open End Home Equity

1. AcknowledgmentOfFairMarketValueOfHomesteadPropertyTX-HE

Select if the loan is secured by residential real estate that is located in Texas, and the loan is a Texas Home Equity Loan, as defined by the Texas Constitution.

Note: If Revolving Credit Accounts - Open End Home Equity is not passed this form will not select.

2. CreditAgreementHEFixedDraw

The plan type is HE, AND the rate type is fixed, AND the agreement type is Draw, AND the collateral is a dwelling or principal dwelling or real estate collateral, AND either (x) the transaction is not a modification, OR (y) the institution wants a credit agreement to be selected during a modification. Do not select if the loan act is Revolving Credit Accounts - Open End Home Equity.

Note: If Revolving Credit Accounts - Open End Home Equity is passed this form will not select.

This document prints N/A if a lender fails to pass a required field. TX Constitution Section 50(a)(6)(Q)(iii).

3. CreditAgreementHEFixedDrawRepay

This document prints N/A if a lender fails to pass a required field. TX Constitution Section 50(a)(6)(Q)(iii).

Prolog

COND.ID00296. The applicable law state is Texas and the loan act is Revolving Credit Accounts - Open End Home Equity.

If Revolving Credit Accounts - Open End Home Equity is passed, then include:

The line of credit under this agreement is a Texas home equity line of credit as defined by Section 50(a)(6) and Section 50(t), Article XVI of the *Texas Constitution*

Section - Generally

COND.ID00296. The applicable law state is Texas and the loan act is Revolving Credit Accounts - Open End Home Equity.

If Revolving Credit Accounts - Open End Home Equity is passed, then include:

- **Pronouns.** The pronouns “I”, “me” and “my” refer to all Borrowers and Cosigners signing this Agreement, jointly and individually to the extent permitted by law. “You” and “your” refer to the Lender, or any person or legal entity that acquires an interest in the Line of Credit.
- **Agreement.** “Agreement” refers to this DTA.ID00065, and any extensions, renewals, modifications or substitutions of it.
- **Billing Cycle.** “Billing Cycle” means the interval between the days or dates of regular periodic statements.
- **Credit Limit.** “Credit Limit” means the maximum amount of principal you will permit me to owe you under this Line of Credit, at any one time. My Credit Limit is stated at the top of this Agreement.
- **Line of Credit.** “Line of Credit” refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures, and this Agreement.
- **Loan Account Balance.** “Loan Account Balance” means the sum of the unpaid principal balance advanced under the terms of this Agreement, finance charges, fees and other charges that are due, and other amounts advanced to me or others under the terms of this Line of Credit.
- **Property.** “Property” means my homestead property that secures my obligations under this Line of Credit to the extent permitted by law.

Otherwise

- **Pronouns.** The pronouns “I”, “me” and “my” refer to all Borrowers and Cosigners signing this Agreement, jointly and individually, and each other person or legal entity that agrees to pay this Agreement. “You” and “your” refer to the Lender, or any person or legal entity that acquires an interest in the Line of Credit.
- **Agreement.** “Agreement” refers to this DTA.ID00065, and any extensions, renewals, modifications or substitutions of it.
- **Billing Cycle.** “Billing Cycle” means the interval between the days or dates of regular periodic statements.
- **Credit Limit.** “Credit Limit” means the maximum amount of principal you will permit me to owe you under this Line of Credit, at any one time. My Credit Limit is stated at the top of this Agreement.
- **Line of Credit.** “Line of Credit” refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or

submitted for this transaction such as applications, security agreements, disclosures, and this Agreement.

- **Loan Account Balance.** "*Loan Account Balance*" means the sum of the unpaid principal balance advanced under the terms of this Agreement, finance charges, fees and other charges that are due, and other amounts advanced to me or others under the terms of this Line of Credit.
- **Property.** "*Property*" means any real or personal property that secures my obligations under this Line of Credit.

Section - Promise to Pay

COND.ID00296. The applicable law state is Texas and the loan act is Revolving Credit Accounts - Open End Home Equity.

If Revolving Credit Accounts - Open End Home Equity is passed, then include:

I promise to pay to you or your order, at your address, or at such other location as you may designate, so much of the Credit Limit as may be advanced under this Agreement, plus finance charges, fees, charges, costs and expenses as described in this Line of Credit to the extent permitted by law.

Otherwise

I promise to pay to you or your order, at your address, or at such other location as you may designate, so much of the Credit Limit as may be advanced under this Agreement, plus finance charges, fees, charges, costs and expenses as described in this Line of Credit.

Section - Advance Methods

COND.ID00296. The applicable law state is Texas and the loan act is Revolving Credit Accounts - Open End Home Equity.

If Revolving Credit Accounts - Open End Home Equity is passed, then include:

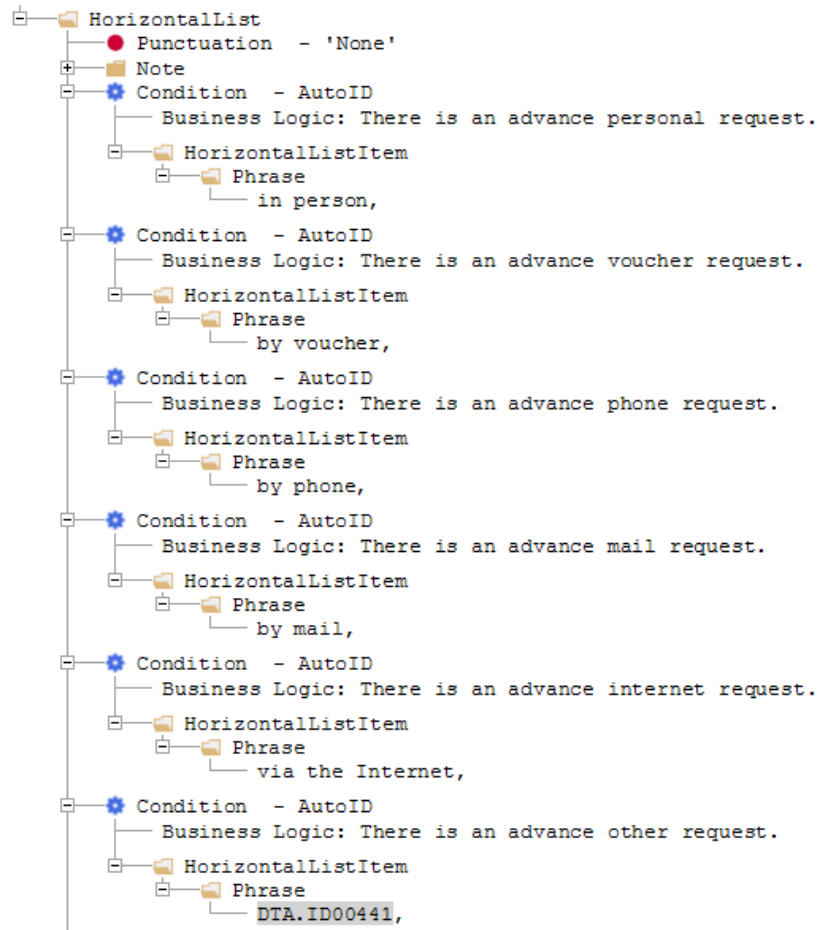
I may request advances by the following methods, but only in the minimum amount of \$4,000 except as otherwise allowed by law:

DTA.ID00033 I write DTA.ID00019.

DTA.ID00120 I draw my transaction account below DTA.ID00042 ("*Triggering Balance*").
Transaction account number DTA.ID00067.

DTA.ID00121 I request a withdrawal

The following list items may print if Revolving Credit Accounts - Open End Home Equity is passed:



DTA.ID00123 I authorize you to make a payment to a third person or another account.

Otherwise

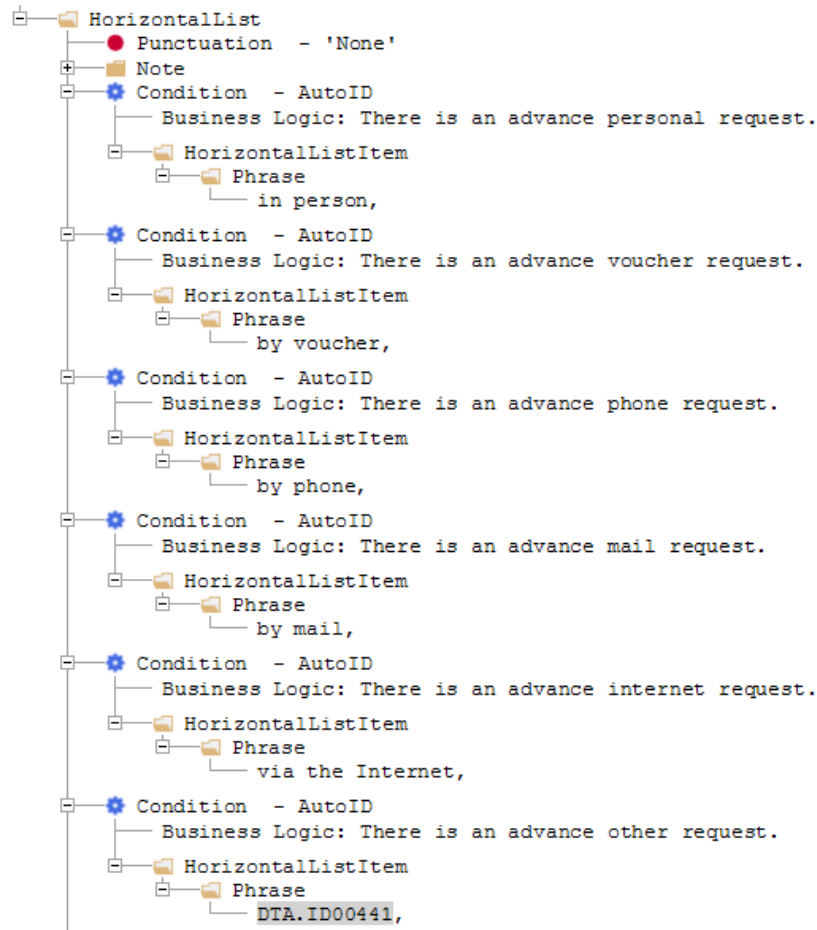
I may request advances by the following methods:

DTA.ID00033 I write DTA.ID00019.

DTA.ID00120 I draw my transaction account below DTA.ID00042 ("*Triggering Balance*").
Transaction account number DTA.ID00067.

DTA.ID00121 I request a withdrawal

The following list items may print if Revolving Credit Accounts - Open End Home Equity is passed:



DTA.ID00122 I make a purchase or withdrawal with my DTA.ID00041.

DTA.ID00123 I authorize you to make a payment to a third person or another account.

Section - Texas Limitations

COND.ID00296. The applicable law state is Texas and the loan act is Revolving Credit Accounts - Open End Home Equity.

If Revolving Credit Accounts - Open End Home Equity is passed, then include:

Texas Limitations. The maximum principal amount that may be advanced, when added to the aggregate total of the outstanding principal balances of all indebtedness secured by the homestead as of the date this Agreement is established, may not exceed 80% of the fair market value of the homestead. No additional debits or advances may be extended if the total principal amount outstanding on this DTA.ID00065 exceeds an amount equal to 50% of the fair market value of the homestead. The fair market value of the homestead is established at the time the extension of credit is established.

Section - Credit Limit

COND.ID00296. The applicable law state is Texas and the loan act is Revolving Credit Accounts - Open End Home Equity.

If Revolving Credit Accounts - Open End Home Equity is passed, then include:

Subject to the terms and conditions of this Agreement, I may borrow on this Line of Credit up to the Credit Limit. I agree not to request or obtain an advance that will cause the unpaid principal of my Loan Account Balance to exceed the Credit Limit. I understand that you will not ordinarily grant a request for an advance that would cause the unpaid principal of my Loan Account Balance to be greater than the Credit Limit. However, you may, at your option and to the extent permitted by law, grant such a request without obligating yourselves to do so in the future. My Credit Limit will not be increased if I overdraw the Line of Credit. If I exceed the Credit Limit, to the extent permitted by law, I agree to pay the amount by which the unpaid principal of my Loan Account Balance exceeds the Credit Limit immediately, even if you have not yet billed me. Any sums in excess of the Credit Limit will not be secured by the Property, unless they are for accrued but unpaid interest or expenditures made pursuant to the security instrument securing the Property to the extent permitted by law.

Otherwise

Subject to the terms and conditions of this Agreement, I may borrow on this Line of Credit up to the Credit Limit. I agree not to request or obtain an advance that will cause the unpaid principal of my Loan Account Balance to exceed the Credit Limit. I understand that you will not ordinarily grant a request for an advance that would cause the unpaid principal of my Loan Account Balance to be greater than the Credit Limit, but that you may, at your option, grant such a request without obligating yourselves to do so in the future. My Credit Limit will not be increased if I overdraw the Line of Credit. If I exceed the Credit Limit, I agree to pay the amount by which the unpaid principal of my Loan Account Balance exceeds the Credit Limit immediately, even if you have not yet billed me. Any sums in excess of the Credit Limit will not be secured by the Property, unless they are for accrued but unpaid interest or expenditures made pursuant to the security instrument securing the Property.

Section - Payment at Maturity

COND.ID00296. The applicable law state is Texas and the loan act is Revolving Credit Accounts - Open End Home Equity.

If Revolving Credit Accounts - Open End Home Equity is passed, then include:

On the Maturity Date I must pay the entire outstanding Loan Account Balance to the extent permitted by law.

Otherwise

On the Maturity Date I must pay the entire outstanding Loan Account Balance.

Section - Repayment Period

COND.ID00296. The applicable law state is Texas and the loan act is Revolving Credit Accounts - Open End Home Equity.

If Revolving Credit Accounts - Open End Home Equity is passed, then include:

During the Repayment Period, the Minimum Payment will fully repay the principal balance outstanding on my Loan Account Balance.

Otherwise

During the Repayment Period, the Minimum Payment DTA.ID00719 will not reduce DTA.ID00720 may not fully repay the principal balance outstanding on my Loan Account Balance.

Section - Final Payment

COND.ID00296. The applicable law state is Texas and the loan act is Revolving Credit Accounts - Open End Home Equity.

If Revolving Credit Accounts - Open End Home Equity is passed, then include:

At maturity, I must pay the amount of any remaining Loan Account Balance outstanding to the extent permitted by law.

Otherwise

At maturity, I DTA.ID00134 may have to DTA.ID00135 will repay the entire outstanding Loan Account Balance in a single payment. At that time you may, but are not obligated to, refinance this Line of Credit. If you do refinance this Line of Credit at maturity, I understand that I may have to pay some or all of the closing costs normally associated with a new loan.

Section - Additional Payment Terms

COND.ID00296. The applicable law state is Texas and the loan act is Revolving Credit Accounts - Open End Home Equity.

If Revolving Credit Accounts - Open End Home Equity is passed, then include:

If my Loan Account Balance on a Payment Date is less than the Minimum Payment amount, I must pay only the amount necessary to reduce my Loan Account Balance to zero. If I otherwise fail to fully pay the Minimum Payment amount, you may, but are not required to, advance money to me to make the payment. All the terms of this Agreement will apply to such an advance. I can pay off all or part of what I owe at any time without penalty. If I pay more than the Minimum Payment amount, I must continue to make my periodic Minimum Payments as otherwise required by this Agreement unless you otherwise consent in writing in advance, which consent you agree not unreasonably to withhold.

Unless otherwise agreed or required by applicable law, payments and other credits will be applied first to any charges I owe other than principal and finance charges, then to any finance charges that are due, and finally to principal. No late charge will be assessed on any payment when the only delinquency is due to late fees assessed on earlier payments and the payment is otherwise a full payment.

Otherwise

If my Loan Account Balance on a Payment Date is less than the Minimum Payment amount, I must pay only the amount necessary to reduce my Loan Account Balance to zero or to any required Minimum Balance. If I otherwise fail to fully pay the Minimum Payment amount, you may, but are not required to, advance money to me to make the payment. All the terms of this Agreement will apply to such an advance. Subject to any required Minimum Balance, I can pay off all or part of what I owe at any time. I must continue to make my periodic Minimum Payment so long as I owe any amount. Unless otherwise agreed or

required by applicable law, payments and other credits will be applied first to any charges I owe other than principal and finance charges, then to any finance charges that are due, and finally to principal. No late charge will be assessed on any payment when the only delinquency is due to late fees assessed on earlier payments and the payment is otherwise a full payment.

Section - Default

COND.ID00296. The applicable law state is Texas and the loan act is Revolving Credit Accounts - Open End Home Equity.

If Revolving Credit Accounts - Open End Home Equity is passed, then include:

To the extent permitted by law, I will be in default if any of the following occur.

Otherwise

I will be in default if any of the following occur.

Section - Remedies

COND.ID00296. The applicable law state is Texas and the loan act is Revolving Credit Accounts - Open End Home Equity.

If Revolving Credit Accounts - Open End Home Equity is passed, then include:

After I default, and after you give any legally required notice and opportunity to cure, you may at your option do any of the following to the extent permitted by law:

- You may terminate this Line of Credit and make all or any part of the amount owing by the terms of this Agreement immediately due.
- You may temporarily or permanently prohibit any additional advances.
- You may temporarily or permanently reduce the Credit Limit.
- You may make a claim for any and all insurance benefits or refunds that may be available on my default.
- You may make amounts advanced on my behalf immediately due, and you may add these amounts to the Loan Account Balance.
- You may use any and all remedies you have under applicable law or any agreement securing this Agreement.

You may not accelerate payment because of a decrease in the market value of the Property or because of my default under any indebtedness not evidenced by this Agreement or the security instrument.

Otherwise

After I default, and after you give any legally required notice and opportunity to cure, you may at your option do any of the following:

- You may terminate this Line of Credit and make all or any part of the amount owing by the terms of this Agreement immediately due.
- You may temporarily or permanently prohibit any additional advances.
- You may temporarily or permanently reduce the Credit Limit.

- You may demand additional security or additional parties to be obligated to pay this Agreement.
- You may make a claim for any and all insurance benefits or refunds that may be available on my default.
- You may make amounts advanced on my behalf immediately due, and you may add these amounts to the Loan Account Balance.
- You may use any and all remedies you have under applicable law or any agreement securing this Agreement.

Section - Amendments

COND.ID00296. The applicable law state is Texas and the loan act is Revolving Credit Accounts - Open End Home Equity.

If Revolving Credit Accounts - Open End Home Equity is passed, then include:

Generally, the terms of this Agreement cannot be changed. You may, however, make the following changes to the extent permitted by law:

- You may make changes that I agree to in writing at the time of the change.
- You may make changes that will unequivocally benefit me.
- You may make insignificant changes.

Otherwise

Generally, the terms of this Agreement cannot be changed. You may, however, make the following changes:

- You may make changes that I agree to in writing at the time of the change.
- You may make changes that will unequivocally benefit me.
- You may make insignificant changes.
- You may make changes that are described elsewhere in this Agreement.

Section - Waivers and Consent

COND.ID00296. The applicable law state is Texas and the loan act is Revolving Credit Accounts - Open End Home Equity.

If Revolving Credit Accounts - Open End Home Equity is passed, then include:

To the extent not prohibited by law and except for any required notice of right to cure for the failure to make a required payment, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor. To the extent not prohibited by law, I and any other party to this Line of Credit, also consent to the following actions that you may take, and waive defenses that may be available based on these actions, or based on the status of a party to this Line of Credit.

- You may renew or extend payments on this Agreement, regardless of the number of such renewals or extensions.
- You may release any Borrower or other person who may be liable for the indebtedness under this Agreement.
- You may enter into any sales or repurchases of this Agreement to any person in any amounts and I waive notice of such sales or repurchases.

Otherwise

To the extent not prohibited by law and except for any required notice of right to cure for the failure to make a required payment, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor. To the extent not prohibited by law, I and any other party to this Line of Credit, also consent to the following actions that you may take, and waive defenses that may be available based on these actions, or based on the status of a party to this Line of Credit.

- You may renew or extend payments on this Agreement, regardless of the number of such renewals or extensions.
- You may release any Borrower or other person who may be liable for the indebtedness under this Agreement.
- You may release, substitute or impair any Property securing this Agreement.
- You may invoke your right of set-off.
- You may enter into any sales or repurchases of this Agreement to any person in any amounts and I waive notice of such sales or repurchases.
- I agree that any Borrower is authorized to modify the terms of this Agreement or any other Line of Credit document.
- You may inform any party who guarantees this Line of Credit of any loan accommodations, renewals, extensions, modifications, substitutions, or future advances.

No delay or forbearance on your part in exercising any of your rights or remedies will be construed as a waiver by you, unless such waiver is in writing and is signed by you.

Section - Obligations Independent

COND.ID00296. The applicable law state is Texas and the loan act is Revolving Credit Accounts - Open End Home Equity.

If Revolving Credit Accounts - Open End Home Equity is passed, then include:

Obligations Independent. Subject to the No Personal Liability section, I understand that my obligation to pay this Line of Credit is independent of the obligation of any other person who has also agreed to pay it. To the extent permitted by law, you may, without notice, release me, give up any right you may have against me, extend new credit to me, or renew or change this Agreement one or more times and for any term, and I will still be obligated to pay this Line of Credit. The duties and benefits of this Line of Credit will bind and benefit the successors and assigns of you and me to the extent permitted by law.

Section - No Personal Liability

COND.ID00296. The applicable law state is Texas and the loan act is Revolving Credit Accounts - Open End Home Equity.

If Revolving Credit Accounts - Open End Home Equity is passed, then include:

No Personal Liability. This Line of Credit is without recourse for personal liability against me and my spouse, unless I or my spouse obtained the loan by actual fraud. This means that, absent actual fraud, you can enforce your rights under the security instrument solely against the Homestead Property and not personally against me or my spouse. If the Line of Credit is obtained by actual fraud, I, having signed the Agreement, will be personally liable to the extent permitted by law for the payment of any amounts due under the Line of

Credit and a personal judgment may be obtained against me, including a judgment for any deficiency that results from a sale of the Homestead Property for an amount less than is owing under the Line of Credit. The duties and benefits of this Line of Credit will bind and benefit the successors and assigns of you and me to the extent permitted by law.

If not prohibited by Section 50(a)(6)(c), Article XVI of the *Texas Constitution*, this section shall not impair in any way the right that you or the holder may have to collect all sums due under this Agreement or prejudice any rights to any promises or conditions of this Agreement.

Section - Integration and Severability

COND.ID00296. The applicable law state is Texas and the loan act is Revolving Credit Accounts - Open End Home Equity.

If Revolving Credit Accounts - Open End Home Equity is passed, then include:

This Agreement is the complete and final expression of the agreement. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable to the extent permitted by law.

Otherwise

This Agreement is the complete and final expression of the agreement. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

Section - Notice, Financial Reports, and Additional Documents

COND.ID00296. The applicable law state is Texas and the loan act is Revolving Credit Accounts - Open End Home Equity.

Note: If Revolving Credit Accounts - Open End Home Equity is passed, then include:

Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address above, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers to the extent permitted by law. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Line of Credit and to confirm your lien status on any Property. Time is of the essence.

Otherwise

Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address above, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider

necessary to perfect, continue, and preserve my obligations under this Line of Credit and to confirm your lien status on any Property. Time is of the essence.

Section - Applicable Law

COND.ID00296. The applicable law state is Texas and the loan act is Revolving Credit Accounts - Open End Home Equity.

If Revolving Credit Accounts - Open End Home Equity is passed, then include:

This Line of Credit will be governed by federal law and the law of the state of Texas. It is the express intention of the Lender and Borrower to structure this Line of Credit to conform strictly to the provisions of the *Texas Constitution* applicable to extensions of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution. In no event shall Borrower or Lender be obligated to perform any act, or be bound by any requirement that would conflict therewith.

Any provision in the Line of Credit that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any provision of this Line of Credit cannot be enforced according to its terms, that provision will be severed and will not affect the enforceability of the remainder of this Line of Credit to the extent permitted by law.

Otherwise

This Agreement is governed by:

The laws of DTA.ID00455, the United States of America and, to the extent required, by the laws of the jurisdiction where the Property is located.

Section - Applicable Law Compliance

COND.ID00296. The applicable law state is Texas and the loan act is Revolving Credit Accounts - Open End Home Equity.

If Revolving Credit Accounts - Open End Home Equity is passed, then include:

Applicable Law Compliance. It is the intention of me and you to comply with applicable law. In each and every instance, your rights shall be limited by applicable law (to the extent such laws may not be effectively waived), construed so as to comply with such laws, and your rights may not be exercised except to the extent permitted by applicable law.

In no event shall any provision of this Agreement or any related contract, charge or receipt ever obligate me to pay, or allow you to collect, interest or other charges on this Line of Credit at a rate or amount greater than the maximum rate or amount permitted by applicable law. In the event that any law is interpreted so that any contract, charge or receipt violates such law by reason of the acceleration of the Agreement or other contingency or event whatsoever, such contract, charge or receipt is hereby automatically adjusted to eliminate such violation. To the extent permitted by law, any amounts paid to you in excess of the amounts permitted by applicable law shall, at your option, be applied to reduce amounts owed or owing or, refunded to me. If a refund reduces principal, the reduction will be treated as a partial prepayment. To the extent permitted by law, any curative measures made by you shall further absolve you of any forfeiture or liability regarding the same.

All contracts, charges and receipts between me and you are expressly limited so that any loan charges or fees contracted for, charged or received with respect to me, any owner or the spouse of any owner of the Property in connection with the origination, evaluation, maintenance, recording, insuring or servicing of the Line of Credit shall not exceed, in the aggregate, the highest amount allowed by applicable law, including, without limitation, Section 50(a)(6) and Section 50(t), Article XVI of the *Texas Constitution*.

It is the express intention of me and you to structure this Line of Credit to conform to the provisions of the *Texas Constitution* applicable to extensions of credit as defined by Section 50(a)(6) and Section 50(t), Article XVI of the Texas Constitution. If, from any circumstance whatsoever, any promise, payment, obligation or provision of this Agreement, the security instrument or any other loan document involving this Line of Credit transcends the limit of validity prescribed by applicable law, then such promise, payment, obligation or provision shall be reduced to the limit of such validity, or eliminated as a requirement, if necessary for compliance with such law, and such document shall be automatically reformed without the necessity of the execution of any new amendment or new document. Without limitation of the foregoing, to the extent permitted by law, any curative measures made by you shall further absolve you of any forfeiture or liability regarding the same.

Section - Acknowledgement

COND.ID00296. The applicable law state is Texas and the loan act is Revolving Credit Accounts - Open End Home Equity.

If Revolving Credit Accounts - Open End Home Equity is passed, then include:

Acknowledgement. I acknowledge that this Line of Credit is a home equity line of credit under Section 50(a)(6) and Section 50(t), Article XVI of the *Texas Constitution*. I acknowledge that a home equity line of credit is a form of an open-end account that may be debited from time to time, under which credit may be extended from time to time and under which:

- I may request advances, repay money, and reborrow money.
- Any single debit or advance is not less than \$4,000.
- I may not use a credit card, debit card, preprinted solicitation check, or similar device to obtain an advance.
- Any fees described by Section 50(a)(6)(E) are charged and collected only at the time this Agreement is established and no fee is charged or collected in connection with any debit or advance.
- The maximum principal amount that may be extended under the account, when added to the aggregate total of the outstanding principal balances of all indebtedness secured by the Property on the date this Agreement is established, does not exceed an amount described under Section 50(a)(6)(B).
- No additional debits or advances are made if the total principal amount outstanding exceeds an amount equal to 50% of the fair market value of the Property as determined on the date this Agreement is established.
- You or a holder may not unilaterally amend this Agreement.
- Repayment is to be made in regular periodic installments, not more often than every 14 days and not less often than monthly, beginning not later than two months from the date the Agreement is established.

- During the period during which I may request advances, each installment equals or exceeds the amount of accrued interest.
- After the period during which I may request advances, installments are substantially equal.

Section - No Additional Collateral

COND.ID00296. The applicable law state is Texas and the loan act is Revolving Credit Accounts - Open End Home Equity.

If Revolving Credit Accounts - Open End Home Equity is passed, then include:

No Additional Collateral. The phrase "*Homestead Property*" as used here means the property described in the security instrument referenced in the Security. This Line of Credit is secured solely by my Homestead Property. Neither you nor any other party has required any collateral other than my Homestead Property to secure this Line of Credit.

Any provision contained in any other document between the parties or with any third party, including but not limited to a deposit agreement, security agreement, pledge, security instrument, mortgage, deed of trust, or other loan agreement, which gives you a security interest in any personal or real property other than my Homestead Property shall not apply to this Agreement.

Any right of set-off, whether occurring by operation of law or by other contract between the parties, is specifically waived and disclaimed by you as to this Agreement and shall not apply.

Section - Notice of Failure to Comply; Right to Comply; Forfeiture

COND.ID00296. The applicable law state is Texas and the loan act is Revolving Credit Accounts - Open End Home Equity.

If Revolving Credit Accounts - Open End Home Equity is passed, then include:

Notice of Failure to Comply; Right to Comply; Forfeiture. I agree to provide notice to you of your failure to comply with your obligations under this Line of Credit. The notice of failure to comply is not subject to the written notice requirements in the Notice, Financial Reports, and Additional Documents section. *Texas Administrative Code* rules allow me to provide written or oral notice of your failure to comply.

Except as otherwise allowed by law, you must be provided an opportunity to comply with your obligations under this Line of Credit no later than the 60th day after the date you are notified by me of your failure to comply or such other period of time permitted by applicable law. I further agree that you may, for the sole purpose of complying with your obligations under Section 50, Article XVI of the *Texas Constitution*, amend or modify this Agreement or any other document related to this Line of Credit by providing a written correction notice to me to the extent permitted by law. I agree to cooperate with you to effect any compliance. I agree that your right to comply as provided in this provision shall survive payoff of the Line of Credit.

To the extent required by law, you will be subject to forfeiture of all principal and interest of this Line of Credit if you fail to comply with your obligations under the Line of Credit on or before the 60th day after I provide notice to you of your failure to comply in accordance with the Security Instrument, this Agreement, and applicable law.

THIS AGREEMENT CONSTITUTES A "WRITTEN AGREEMENT" PURSUANT TO SECTION 26.02 OF THE *TEXAS BUSINESS AND COMMERCE CODE*, IF SUCH SECTION APPLIES. 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.

DO NOT SIGN IF THERE ARE ANY BLANKS LEFT TO BE COMPLETED IN THIS DOCUMENT. THIS DOCUMENT MUST BE EXECUTED AT THE OFFICE OF THE LENDER, AN ATTORNEY AT LAW, OR A TITLE COMPANY. I MUST RECEIVE A COPY OF THIS DOCUMENT AFTER I HAVE SIGNED IT.

I MAY, WITHIN 3 BUSINESS DAYS AFTER CLOSING, RESCIND THIS LOAN WITHOUT PENALTY OR CHARGE

Section - Minimum Advance

COND.ID00027. (a) Funds will be requested subject to a minimum advance amount, AND (b) there is a minimum advance amount, AND (c) there is NO advance amount increment, AND (d) either (1) the applicable law state is NOT Texas, OR (2) the loan act is NOT Revolving Credit Accounts - Open End Home Equity.

If the jurisdiction state is Texas, is not Revolving Credit Accounts - Open End Home Equity, the minimum advance method type is funds requested subject to minimum amount, there is a minimum advance amount and there is not a minimum advance amount increment, then include:

I will only request advances that equal or exceed DTA.ID00237 ("*Minimum Advance*"). If my request is for less than the Minimum Advance you may, at your option, grant the request. However, granting the request does not mean you will be required to grant requests for less than the Minimum Advance in the future. You always have the option to deny any such request.

COND.ID00028. (a) Funds will be requested subject to a minimum advance amount, AND (b) there is a minimum advance amount, AND (c) there is NO advance amount increment, AND (d) (1) the applicable law state is Texas, AND (2) the loan act is Revolving Credit Accounts - Open End Home Equity.

If the jurisdiction state is Texas, is Revolving Credit Accounts - Open End Home Equity, the minimum advance method type is funds requested subject to minimum amount, there is a minimum advance amount and there is not a minimum advance amount increment, then include:

I will only request advances that equal or exceed DTA.ID00237 ("*Minimum Advance*"). If my request is for less than the Minimum Advance you may, at your option, grant the request to the extent permitted by law. However, granting the request does not mean you will be required to grant requests for less than the Minimum Advance in the future. You always have the option to deny any such request.

COND.ID00029. (a) Funds will be requested subject to a minimum advance amount, AND (b) there is a minimum advance amount, AND (c) there is an advance amount increment, AND (d) either (1) the applicable law state is NOT Texas, OR (2) the loan act is NOT Revolving Credit Accounts - Open End Home Equity.

If the jurisdiction state is Texas, is not Revolving Credit Accounts - Open End Home Equity, the minimum advance method type is funds requested subject to minimum amount, there is a minimum advance amount and there is a minimum advance amount increment, then include:

I will only request advances that equal or exceed DTA.ID00237 ("*Minimum Advance*"). You will advance the Minimum Advance plus the smallest multiple of DTA.ID00239 necessary to cover my request. If my request is for less than the Minimum Advance you may, at your option, grant the request. However, granting the request does not mean you will be required to grant requests for less than the Minimum Advance in the future. You always have the option to deny any such request.

COND.ID00030. (a) Funds will be requested subject to a minimum advance amount, AND (b) there is a minimum advance amount, AND (c) there is an advance amount increment, AND (d) (1) the applicable law state is Texas, AND (2) the loan act is Revolving Credit Accounts - Open End Home Equity.

If the jurisdiction state is Texas, is Revolving Credit Accounts - Open End Home Equity, the minimum advance method type is funds requested subject to minimum amount, there is a minimum advance amount and there is a minimum advance amount increment, then include:

I will only request advances that equal or exceed DTA.ID00237 ("*Minimum Advance*"). You will advance the Minimum Advance plus the smallest multiple of DTA.ID00239 necessary to cover my request. If my request is for less than the Minimum Advance you may, at your option, grant the request to the extent permitted by law. However, granting the request does not mean you will be required to grant requests for less than the Minimum Advance in the future. You always have the option to deny any such request.

Section - Minimum Balance

COND.ID00306. Either (a) the applicable law state is not Texas, OR (b) the loan act is not Revolving Credit Accounts - Open End Home Equity.

If the jurisdiction state is Texas, is not Revolving Credit Accounts - Open End Home Equity, then include:

DTA.ID00127 Minimum Balance. I agree to maintain a principal balance outstanding during the term of this Agreement of at least DTA.ID00061 ("*Minimum Balance*").

Section - Security

COND.ID00306. Either (a) the applicable law state is not Texas, OR (b) the loan act is not Revolving Credit Accounts - Open End Home Equity.

If the jurisdiction state is Texas, is not Revolving Credit Accounts - Open End Home Equity, then include:

Property securing any other loans that I have with you may also secure this Agreement.

Section - Set-Off

COND.ID00306. Either (a) the applicable law state is not Texas, OR (b) the loan act is not Revolving Credit Accounts - Open End Home Equity.

If the jurisdiction state is Texas, is not Revolving Credit Accounts - Open End Home Equity, then include:

Set-Off. You may set-off any amount due and payable under the terms of this Agreement against my right to receive money from you, unless prohibited by applicable law. For example, your right of set-off will not apply if I may obtain credit under this Agreement by using a credit card.

Section - Joint and Individual Liability and Successors

COND.ID00306. Either (a) the applicable law state is not Texas, OR (b) the loan act is not Revolving Credit Accounts - Open End Home Equity.

If the jurisdiction state is Texas, is not Revolving Credit Accounts - Open End Home Equity, then include:

Joint and Individual Liability and Successors. My obligation to pay this Line of Credit is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone, or anyone else who is obligated on this Line of Credit, or any number of us together, to collect on this Line of Credit. Extending this Line of Credit or new obligations under this Line of Credit will not affect my duty under this Line of Credit and I will still be obligated to pay this Line of Credit. The duties and benefits of this Line of Credit will bind and benefit the successors and assigns of you and me.

Section - Negative Amortization

COND.ID00318. Both (a)(1) the applicable law state is not Texas OR (2) the loan act is not Revolving Credit Accounts - Open End Home Equity, AND (b) negative amortization is NOT compounded.

If the jurisdiction state is Texas, is not Revolving Credit Accounts - Open End Home Equity and negative amortization is NOT compounded, then include:

Negative Amortization. Under some circumstances, my payments will not cover the finance charges that accrue and negative amortization will occur. Negative amortization will increase the amount that I owe you and reduce my equity in my home. In the event that negative amortization occurs, the unpaid portion will be carried over to subsequent Billing Cycles and payments made for those periods will first be applied to the carryover amount, and then as provided in the Additional Payment Terms section.

COND.ID00319. Both (a)(1) the applicable law state is not Texas OR (2) the loan act is not Revolving Credit Accounts - Open End Home Equity, AND (b) negative amortization is compounded.

If the jurisdiction state is Texas, is not Revolving Credit Accounts - Open End Home Equity and negative amortization is compounded, then include:

Negative Amortization. Under some circumstances, my payments will not cover the finance charges that accrue and negative amortization will occur. Negative amortization will increase the amount that I owe you and reduce my equity in my home. In the event that negative amortization occurs, the unpaid portion will be added to my Loan Account Balance. Finance charge will be computed on that unpaid amount at the same Annual Percentage Rate that applies to the principal portion of the Loan Account Balance.

4. CreditAgreementHEVariableDraw

The plan type is HE, AND the rate type is variable, AND the agreement type is Draw, AND the collateral is a dwelling or principal dwelling or real estate collateral, AND either (x) the transaction is not a modification, OR (y) the institution wants a credit agreement to be selected during a modification. Do not select if the loan act is a Revolving Credit Accounts - Open End Home Equity.

Note: If Revolving Credit Accounts - Open End Home Equity is passed this form will not select.

This document prints N/A if a lender fails to pass a required field. TX Constitution Section 50(a)(6)(Q)(iii).

5. CreditAgreementHEVariableDrawRepay

This document prints N/A if a lender fails to pass a required field. TX Constitution Section 50(a)(6)(Q)(iii).

Prolog

COND.ID000296. The applicable law state is Texas and the loan act is Revolving Credit Accounts - Open End Home Equity.

If Revolving Credit Accounts - Open End Home Equity is passed, then include:

The line of credit under this agreement is a Texas home equity line of credit as defined by Section 50(a)(6) and Section 50(t), Article XVI of the *Texas Constitution*.

Section - Definitions

COND.ID000296. The applicable law state is Texas and the loan act is Revolving Credit Accounts - Open End Home Equity.

If Revolving Credit Accounts - Open End Home Equity is passed, then include:

In this Agreement, these terms have the following meanings:

- **Pronouns.** The pronouns “I”, “me” and “my” refer to all Borrowers and Cosigners signing this Agreement, jointly and individually to the extent permitted by law. “You” and “your” refer to the Lender, or any person or legal entity that acquires an interest in the Line of Credit.
- **Agreement.** “Agreement” refers to this DTA.ID00065, and any extensions, renewals, modifications or substitutions of it.
- **Billing Cycle.** “Billing Cycle” means the interval between the days or dates of regular periodic statements.
- **Credit Limit.** “Credit Limit” means the maximum amount of principal you will permit me to owe you under this Line of Credit, at any one time. My Credit Limit is stated at the top of this Agreement.
- **Line of Credit.** “Line of Credit” refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures, and this Agreement.
- **Loan Account Balance.** “Loan Account Balance” means the sum of the unpaid principal balance advanced under the terms of this Agreement, finance charges,

fees and other charges that are due, and other amounts advanced to me or others under the terms of this Line of Credit.

- **Property.** "*Property*" means my homestead property that secures my obligations under this Line of Credit to the extent permitted by law.

Otherwise

- **Pronouns.** The pronouns "*I*", "*me*" and "*my*" refer to all Borrowers and Cosigners signing this Agreement, jointly and individually, and each other person or legal entity that agrees to pay this Agreement. "*You*" and "*your*" refer to the Lender, or any person or legal entity that acquires an interest in the Line of Credit.
- **Agreement.** "*Agreement*" refers to this DTA.ID00065, and any extensions, renewals, modifications or substitutions of it.
- **Billing Cycle.** "*Billing Cycle*" means the interval between the days or dates of regular periodic statements.
- **Credit Limit.** "*Credit Limit*" means the maximum amount of principal you will permit me to owe you under this Line of Credit, at any one time. My Credit Limit is stated at the top of this Agreement.
- **Line of Credit.** "*Line of Credit*" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures, and this Agreement.
- **Loan Account Balance.** "*Loan Account Balance*" means the sum of the unpaid principal balance advanced under the terms of this Agreement, finance charges, fees and other charges that are due, and other amounts advanced to me or others under the terms of this Line of Credit.
- **Property.** "*Property*" means any real or personal property that secures my obligations under this Line of Credit.

Section - Promise to Pay

COND.ID000296. The applicable law state is Texas and the loan act is Revolving Credit Accounts - Open End Home Equity.

If Revolving Credit Accounts - Open End Home Equity is passed, then include:

I promise to pay to you or your order, at your address, or at such other location as you may designate, so much of the Credit Limit as may be advanced under this Agreement, plus finance charges, fees, charges, costs and expenses as described in this Line of Credit to the extent permitted by law.

Otherwise

I promise to pay to you or your order, at your address, or at such other location as you may designate, so much of the Credit Limit as may be advanced under this Agreement, plus finance charges, fees, charges, costs and expenses as described in this Line of Credit.

Section - Advance Methods

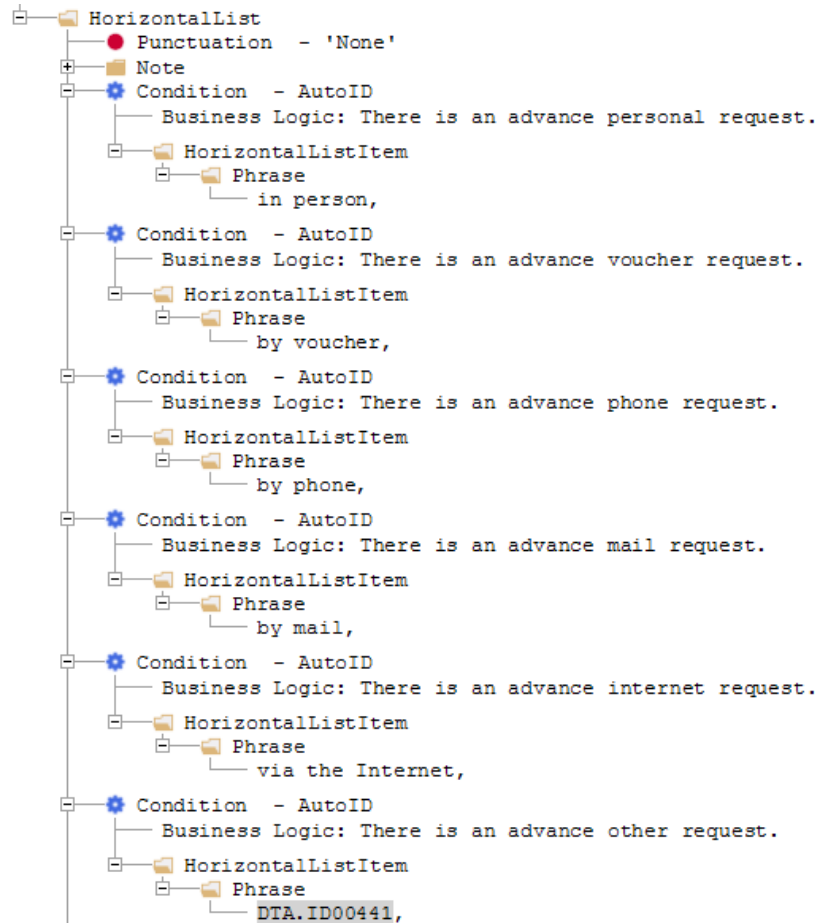
COND.ID000296. The applicable law state is Texas and the loan act is Revolving Credit Accounts - Open End Home Equity.

If Revolving Credit Accounts - Open End Home Equity is passed, then include:

I may request advances by the following methods, but only in the minimum amount of \$4,000 except as otherwise allowed by law:

DTA.ID00033 I write DTA.ID00019.
 DTA.ID00120 I draw my transaction account below DTA.ID00042 ("*Triggering Balance*").
 Transaction account number DTA.ID00067.
 DTA.ID00121 I request a withdrawal

The following list items may print if Revolving Credit Accounts - Open End Home Equity is passed:



DTA.ID00123 I authorize you to make a payment to a third person or another account.

Section - Texas Limitations

COND.ID000296. The applicable law state is Texas and the loan act is Revolving Credit Accounts - Open End Home Equity.

If Revolving Credit Accounts - Open End Home Equity is passed, then include:

Texas Limitations. The maximum principal amount that may be advanced, when added to the aggregate total of the outstanding principal balances of all indebtedness secured by the homestead as of the date this Agreement is established, may not exceed 80% of the fair market value of the homestead. No additional debits or advances may be extended if the

total principal amount outstanding on this DTA.ID00065 exceeds an amount equal to 50% of the fair market value of the homestead. The fair market value of the homestead is established at the time the extension of credit is established.

Section - Credit Limit

COND.ID000296. The applicable law state is Texas and the loan act is Revolving Credit Accounts - Open End Home Equity.

If Revolving Credit Accounts - Open End Home Equity is passed, then include:

Subject to the terms and conditions of this Agreement, I may borrow on this Line of Credit up to the Credit Limit. I agree not to request or obtain an advance that will cause the unpaid principal of my Loan Account Balance to exceed the Credit Limit. I understand that you will not ordinarily grant a request for an advance that would cause the unpaid principal of my Loan Account Balance to be greater than the Credit Limit. However, you may, at your option and to the extent permitted by law, grant such a request without obligating yourselves to do so in the future. My Credit Limit will not be increased if I overdraw the Line of Credit. If I exceed the Credit Limit, to the extent permitted by law, I agree to pay the amount by which the unpaid principal of my Loan Account Balance exceeds the Credit Limit immediately, even if you have not yet billed me. Any sums in excess of the Credit Limit will not be secured by the Property, unless they are for accrued but unpaid interest or expenditures made pursuant to the security instrument securing the Property to the extent permitted by law.

Otherwise

Subject to the terms and conditions of this Agreement, I may borrow on this Line of Credit up to the Credit Limit. I agree not to request or obtain an advance that will cause the unpaid principal of my Loan Account Balance to exceed the Credit Limit. I understand that you will not ordinarily grant a request for an advance that would cause the unpaid principal of my Loan Account Balance to be greater than the Credit Limit, but that you may, at your option, grant such a request without obligating yourselves to do so in the future. My Credit Limit will not be increased if I overdraw the Line of Credit. If I exceed the Credit Limit, I agree to pay the amount by which the unpaid principal of my Loan Account Balance exceeds the Credit Limit immediately, even if you have not yet billed me. Any sums in excess of the Credit Limit will not be secured by the Property, unless they are for accrued but unpaid interest or expenditures made pursuant to the security instrument securing the Property.

Section - Payment at Maturity

COND.ID000296. The applicable law state is Texas and the loan act is Revolving Credit Accounts - Open End Home Equity.

If Revolving Credit Accounts - Open End Home Equity is passed, then include:

On the Maturity Date I must pay the entire outstanding Loan Account Balance to the extent permitted by law.

Otherwise

On the Maturity Date I must pay the entire outstanding Loan Account Balance.

Section - Repayment Period

COND.ID000296. The applicable law state is Texas and the loan act is Revolving Credit Accounts - Open End Home Equity.

If Revolving Credit Accounts - Open End Home Equity is passed, then include:

During the Repayment Period, the Minimum Payment will fully repay the principal balance outstanding on my Loan Account Balance.

Otherwise

During the Repayment Period, the Minimum Payment DTA.ID00178 will not reduce DTA.ID00177 may not fully repay the principal balance outstanding on my Loan Account Balance.

Section - Final Payment

COND.ID000296. The applicable law state is Texas and the loan act is Revolving Credit Accounts - Open End Home Equity.

If Revolving Credit Accounts - Open End Home Equity is passed, then include:

At maturity, I must pay the amount of any remaining Loan Account Balance outstanding to the extent permitted by law.

Otherwise

At maturity, I DTA.ID00134 may have to DTA.ID00135 will repay the entire outstanding Loan Account Balance in a single payment. At that time you may, but are not obligated to, refinance this Line of Credit. If you do refinance this Line of Credit at maturity, I understand that I may have to pay some or all of the closing costs normally associated with a new loan.

Section - Additional Payment Terms

COND.ID000296. The applicable law state is Texas and the loan act is Revolving Credit Accounts - Open End Home Equity.

If Revolving Credit Accounts - Open End Home Equity is passed, then include:

If my Loan Account Balance on a Payment Date is less than the Minimum Payment amount, I must pay only the amount necessary to reduce my Loan Account Balance to zero. If I otherwise fail to fully pay the Minimum Payment amount, you may, but are not required to, advance money to me to make the payment. All the terms of this Agreement will apply to such an advance. I can pay off all or part of what I owe at any time without penalty. If I pay more than the Minimum Payment amount, I must continue to make my periodic Minimum Payments as otherwise required by this Agreement unless you otherwise consent in writing in advance, which consent you agree not unreasonably to withhold.

Unless otherwise agreed or required by applicable law, payments and other credits will be applied first to any charges I owe other than principal and finance charges, then to any finance charges that are due, and finally to principal. No late charge will be assessed on any payment when the only delinquency is due to late fees assessed on earlier payments and the payment is otherwise a full payment.

Otherwise

If my Loan Account Balance on a Payment Date is less than the Minimum Payment amount, I must pay only the amount necessary to reduce my Loan Account Balance to zero or to any required Minimum Balance. If I otherwise fail to fully pay the Minimum Payment amount, you may, but are not required to, advance money to me to make the payment. All the terms of this Agreement will apply to such an advance. Subject to any required Minimum Balance, I can pay off all or part of what I owe at any time. I must continue to make my periodic Minimum Payment so long as I owe any amount. Unless otherwise agreed or required by applicable law, payments and other credits will be applied first to any charges I owe other than principal and finance charges, then to any finance charges that are due, and finally to principal. No late charge will be assessed on any payment when the only delinquency is due to late fees assessed on earlier payments and the payment is otherwise a full payment.

Section - Default

COND.ID000296. The applicable law state is Texas and the loan act is Revolving Credit Accounts - Open End Home Equity.

If Revolving Credit Accounts - Open End Home Equity is passed, then include:

To the extent permitted by law, I will be in default if any of the following occur.

Otherwise

I will be in default if any of the following occur.

Section - Remedies

COND.ID000296. The applicable law state is Texas and the loan act is Revolving Credit Accounts - Open End Home Equity.

If Revolving Credit Accounts - Open End Home Equity is passed, then include:

After I default, and after you give any legally required notice and opportunity to cure, you may at your option do any of the following to the extent permitted by law:

- You may terminate this Line of Credit and make all or any part of the amount owing by the terms of this Agreement immediately due.
- You may temporarily or permanently prohibit any additional advances.
- You may temporarily or permanently reduce the Credit Limit.
- You may make a claim for any and all insurance benefits or refunds that may be available on my default.
- You may make amounts advanced on my behalf immediately due, and you may add these amounts to the Loan Account Balance.
- You may use any and all remedies you have under applicable law or any agreement securing this Agreement.

You may not accelerate payment because of a decrease in the market value of the Property or because of my default under any indebtedness not evidenced by this Agreement or the security instrument.

Except as otherwise required by law, by choosing a remedy you do not give up your right to use another remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

Otherwise

After I default, and after you give any legally required notice and opportunity to cure, you may at your option do any of the following:

- You may terminate this Line of Credit and make all or any part of the amount owing by the terms of this Agreement immediately due.
- You may temporarily or permanently prohibit any additional advances.
- You may temporarily or permanently reduce the Credit Limit.
- You may demand additional security or additional parties to be obligated to pay this Agreement.
- You may make a claim for any and all insurance benefits or refunds that may be available on my default.
- You may make amounts advanced on my behalf immediately due, and you may add these amounts to the Loan Account Balance.
- You may use any and all remedies you have under applicable law or any agreement securing this Agreement.

Except as otherwise required by law, by choosing a remedy you do not give up your right to use another remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

Section - Amendments

COND.ID000296. The applicable law state is Texas and the loan act is Revolving Credit Accounts - Open End Home Equity.

If Revolving Credit Accounts - Open End Home Equity is passed, then include:

Generally, the terms of this Agreement cannot be changed. You may, however, make the following changes to the extent permitted by law:

- You may make changes that I agree to in writing at the time of the change.
- You may make changes that will unequivocally benefit me.
- You may make insignificant changes.
- You may change the Index and margin if the original Index becomes unavailable. Any new index will have an historical movement substantially similar to the original Index, and together with the new margin, produce an annual percentage rate substantially similar to the rate in effect at the time the original Index became unavailable.

Otherwise

Generally, the terms of this Agreement cannot be changed. You may, however, make the following changes:

- You may make changes that I agree to in writing at the time of the change.

- You may make changes that will unequivocally benefit me.
- You may make insignificant changes.
- You may change the Index and margin if the original Index becomes unavailable. Any new index will have an historical movement substantially similar to the original Index, and together with the new margin, produce an annual percentage rate substantially similar to the rate in effect at the time the original Index became unavailable.
- You may make changes that are described elsewhere in this Agreement.

Section - Waivers and Consent

COND.ID000296. The applicable law state is Texas and the loan act is Revolving Credit Accounts - Open End Home Equity.

If Revolving Credit Accounts - Open End Home Equity is passed, then include:

To the extent not prohibited by law and except for any required notice of right to cure for the failure to make a required payment, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor. To the extent not prohibited by law, I and any other party to this Line of Credit, also consent to the following actions that you may take, and waive defenses that may be available based on these actions, or based on the status of a party to this Line of Credit.

- You may renew or extend payments on this Agreement, regardless of the number of such renewals or extensions.
- You may release any Borrower or other person who may be liable for the indebtedness under this Agreement.
- You may enter into any sales or repurchases of this Agreement to any person in any amounts and I waive notice of such sales or repurchases.

No delay or forbearance on your part in exercising any of your rights or remedies will be construed as a waiver by you, unless such waiver is in writing and is signed by you.

Otherwise

To the extent not prohibited by law and except for any required notice of right to cure for the failure to make a required payment, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor. To the extent not prohibited by law, I and any other party to this Line of Credit, also consent to the following actions that you may take, and waive defenses that may be available based on these actions, or based on the status of a party to this Line of Credit.

- You may renew or extend payments on this Agreement, regardless of the number of such renewals or extensions.
- You may release any Borrower or other person who may be liable for the indebtedness under this Agreement.
- You may release, substitute or impair any Property securing this Agreement.
- You may invoke your right of set-off.
- You may enter into any sales or repurchases of this Agreement to any person in any amounts and I waive notice of such sales or repurchases.
- I agree that any Borrower is authorized to modify the terms of this Agreement or any other Line of Credit document.

- You may inform any party who guarantees this Line of Credit of any loan accommodations, renewals, extensions, modifications, substitutions, or future advances.

No delay or forbearance on your part in exercising any of your rights or remedies will be construed as a waiver by you, unless such waiver is in writing and is signed by you.

Section - Obligations Independent

COND.ID000296. The applicable law state is Texas and the loan act is Revolving Credit Accounts - Open End Home Equity.

If Revolving Credit Accounts - Open End Home Equity is passed, then include:

Obligations Independent. Subject to the No Personal Liability section, I understand that my obligation to pay this Line of Credit is independent of the obligation of any other person who has also agreed to pay it. To the extent permitted by law, you may, without notice, release me, give up any right you may have against me, extend new credit to me, or renew or change this Agreement one or more times and for any term, and I will still be obligated to pay this Line of Credit. The duties and benefits of this Line of Credit will bind and benefit the successors and assigns of you and me to the extent permitted by law.

Section - No Personal Liability

COND.ID000296. The applicable law state is Texas and the loan act is Revolving Credit Accounts - Open End Home Equity.

If Revolving Credit Accounts - Open End Home Equity is passed, then include:

No Personal Liability. This Line of Credit is without recourse for personal liability against me and my spouse, unless I or my spouse obtained the loan by actual fraud. This means that, absent actual fraud, you can enforce your rights under the security instrument solely against the Homestead Property and not personally against me or my spouse. If the Line of Credit is obtained by actual fraud, I, having signed the Agreement, will be personally liable to the extent permitted by law for the payment of any amounts due under the Line of Credit and a personal judgment may be obtained against me, including a judgment for any deficiency that results from a sale of the Homestead Property for an amount less than is owing under the Line of Credit. The duties and benefits of this Line of Credit will bind and benefit the successors and assigns of you and me to the extent permitted by law.

If not prohibited by Section 50(a)(6)(c), Article XVI of the *Texas Constitution*, this section shall not impair in any way the right that you or the holder may have to collect all sums due under this Agreement or prejudice any rights to any promises or conditions of this Agreement.

Section - Integration and Severability

COND.ID000296. The applicable law state is Texas and the loan act is Revolving Credit Accounts - Open End Home Equity.

If Revolving Credit Accounts - Open End Home Equity is passed, then include:

This Agreement is the complete and final expression of the agreement. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable to the extent permitted by law.

Otherwise

This Agreement is the complete and final expression of the agreement. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

Section - Notice, Financial Reports, and Additional Documents

COND.ID000296. The applicable law state is Texas and the loan act is Revolving Credit Accounts - Open End Home Equity.

If Revolving Credit Accounts - Open End Home Equity is passed, then include:

Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address above, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers to the extent permitted by law. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Line of Credit and to confirm your lien status on any Property. Time is of the essence.

Otherwise

Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address above, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Line of Credit and to confirm your lien status on any Property. Time is of the essence.

Section - Applicable Law

COND.ID000296. The applicable law state is Texas and the loan act is Revolving Credit Accounts - Open End Home Equity.

If Revolving Credit Accounts - Open End Home Equity is passed, then include:

This Line of Credit will be governed by federal law and the law of the state of Texas. It is the express intention of the Lender and Borrower to structure this Line of Credit to conform strictly to the provisions of the *Texas Constitution* applicable to extensions of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution. In no event shall Borrower or Lender be obligated to perform any act, or be bound by any requirement that would conflict therewith.

Any provision in the Line of Credit that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any provision of this Line of Credit cannot be enforced according to its terms, that provision

will be severed and will not affect the enforceability of the remainder of this Line of Credit to the extent permitted by law.

Otherwise

This Agreement is governed by:

The laws of DTA.ID00455, the United States of America and, to the extent required, by the laws of the jurisdiction where the Property is located.

Section - Applicable Law Compliance

COND.ID000296. The applicable law state is Texas and the loan act is Revolving Credit Accounts - Open End Home Equity.

If Revolving Credit Accounts - Open End Home Equity is passed, then include:

Applicable Law Compliance. It is the intention of me and you to comply with applicable law. In each and every instance, your rights shall be limited by applicable law (to the extent such laws may not be effectively waived), construed so as to comply with such laws, and your rights may not be exercised except to the extent permitted by applicable law.

In no event shall any provision of this Agreement or any related contract, charge or receipt ever obligate me to pay, or allow you to collect, interest or other charges on this Line of Credit at a rate or amount greater than the maximum rate or amount permitted by applicable law. In the event that any law is interpreted so that any contract, charge or receipt violates such law by reason of the acceleration of the Agreement or other contingency or event whatsoever, such contract, charge or receipt is hereby automatically adjusted to eliminate such violation. To the extent permitted by law, any amounts paid to you in excess of the amounts permitted by applicable law shall, at your option, be applied to reduce amounts owed or owing or, refunded to me. If a refund reduces principal, the reduction will be treated as a partial prepayment. To the extent permitted by law, any curative measures made by you shall further absolve you of any forfeiture or liability regarding the same.

All contracts, charges and receipts between me and you are expressly limited so that any loan charges or fees contracted for, charged or received with respect to me, any owner or the spouse of any owner of the Property in connection with the origination, evaluation, maintenance, recording, insuring or servicing of the Line of Credit shall not exceed, in the aggregate, the highest amount allowed by applicable law, including, without limitation, Section 50(a)(6) and Section 50(t), Article XVI of the *Texas Constitution*.

It is the express intention of me and you to structure this Line of Credit to conform to the provisions of the *Texas Constitution* applicable to extensions of credit as defined by Section 50(a)(6) and Section 50(t), Article XVI of the Texas Constitution. If, from any circumstance whatsoever, any promise, payment, obligation or provision of this Agreement, the security instrument or any other loan document involving this Line of Credit transcends the limit of validity prescribed by applicable law, then such promise, payment, obligation or provision shall be reduced to the limit of such validity, or eliminated as a requirement, if necessary for compliance with such law, and such document shall be automatically reformed without the necessity of the execution of any new amendment or new document. Without limitation of the foregoing, to the extent permitted by law, any curative measures made by you shall further absolve you of any forfeiture or liability regarding the same.

Section - Acknowledgement

COND.ID000296. The applicable law state is Texas and the loan act is Revolving Credit Accounts - Open End Home Equity.

If Revolving Credit Accounts - Open End Home Equity is passed, then include:

Acknowledgement. I acknowledge that this Line of Credit is a home equity line of credit under Section 50(a)(6) and Section 50(t), Article XVI of the *Texas Constitution*. I acknowledge that a home equity line of credit is a form of an open-end account that may be debited from time to time, under which credit may be extended from time to time and under which:

- I may request advances, repay money, and reborrow money.
- Any single debit or advance is not less than \$4,000.
- I may not use a credit card, debit card, preprinted solicitation check, or similar device to obtain an advance.
- Any fees described by Section 50(a)(6)(E) are charged and collected only at the time this Agreement is established and no fee is charged or collected in connection with any debit or advance.
- The maximum principal amount that may be extended under the account, when added to the aggregate total of the outstanding principal balances of all indebtedness secured by the Property on the date this Agreement is established, does not exceed an amount described under Section 50(a)(6)(B).
- No additional debits or advances are made if the total principal amount outstanding exceeds an amount equal to 50% of the fair market value of the Property as determined on the date this Agreement is established.
- You or a holder may not unilaterally amend this Agreement.
- Repayment is to be made in regular periodic installments, not more often than every 14 days and not less often than monthly, beginning not later than two months from the date the Agreement is established.
- During the period during which I may request advances, each installment equals or exceeds the amount of accrued interest.
- After the period during which I may request advances, installments are substantially equal.

Section - No Additional Collateral

COND.ID000296. The applicable law state is Texas and the loan act is Revolving Credit Accounts - Open End Home Equity.

If Revolving Credit Accounts - Open End Home Equity is passed, then include:

No Additional Collateral. The phrase "*Homestead Property*" as used here means the property described in the security instrument referenced in the Security section. This Line of Credit is secured solely by my Homestead Property. Neither you nor any other party has required any collateral other than my Homestead Property to secure this Line of Credit.

Any provision contained in any other document between the parties or with any third party, including but not limited to a deposit agreement, security agreement, pledge, security instrument, mortgage, deed of trust, or other loan agreement, which gives you a security interest in any personal or real property other than my Homestead Property shall not apply to this Agreement.

Any right of set-off, whether occurring by operation of law or by other contract between the parties, is specifically waived and disclaimed by you as to this Agreement and shall not apply.

Section - Notice of Failure to Comply; Right to Comply; Forfeiture

COND.ID000296. The applicable law state is Texas and the loan act is Revolving Credit Accounts - Open End Home Equity.

If Revolving Credit Accounts - Open End Home Equity is passed, then include:

Notice of Failure to Comply; Right to Comply; Forfeiture. I agree to provide notice to you of your failure to comply with your obligations under this Line of Credit. The notice of failure to comply is not subject to the written notice requirements in the Notice, Financial Reports, and Additional Documents section. *Texas Administrative Code* rules allow me to provide written or oral notice of your failure to comply.

Except as otherwise allowed by law, you must be provided an opportunity to comply with your obligations under this Line of Credit no later than the 60th day after the date you are notified by me of your failure to comply or such other period of time permitted by applicable law. I further agree that you may, for the sole purpose of complying with your obligations under Section 50, Article XVI of the *Texas Constitution*, amend or modify this Agreement or any other document related to this Line of Credit by providing a written correction notice to me to the extent permitted by law. I agree to cooperate with you to effect any compliance. I agree that your right to comply as provided in this provision shall survive payoff of the Line of Credit.

To the extent required by law, you will be subject to forfeiture of all principal and interest of this Line of Credit if you fail to comply with your obligations under the Line of Credit on or before the 60th day after I provide notice to you of your failure to comply in accordance with the Security Instrument, this Agreement, and applicable law.

THIS AGREEMENT CONSTITUTES A "WRITTEN AGREEMENT" PURSUANT TO SECTION 26.02 OF THE *TEXAS BUSINESS AND COMMERCE CODE*, IF SUCH SECTION APPLIES. 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.

DO NOT SIGN IF THERE ARE ANY BLANKS LEFT TO BE COMPLETED IN THIS DOCUMENT. THIS DOCUMENT MUST BE EXECUTED AT THE OFFICE OF THE LENDER, AN ATTORNEY AT LAW, OR A TITLE COMPANY. I MUST RECEIVE A COPY OF THIS DOCUMENT AFTER I HAVE SIGNED IT.

I MAY, WITHIN 3 BUSINESS DAYS AFTER CLOSING, RESCIND THIS LOAN WITHOUT PENALTY OR CHARGE.

Section - Minimum Advance

COND.ID00027. (a) Funds will be requested subject to a minimum advance amount, AND (b) there is a minimum advance amount, AND (c) there is NO advance amount increment, AND (d) either (1) the applicable law state is NOT Texas, OR (2) the loan act is NOT Revolving Credit Accounts - Open End Home Equity.

If the jurisdiction state is Texas, is not Revolving Credit Accounts - Open End Home Equity, the minimum advanced method is Funds requested subject to minimum amount and the minimum advance amount increments is not passed, then include:

I will only request advances that equal or exceed DTA.ID00237 ("*Minimum Advance*"). If my request is for less than the Minimum Advance you may, at your option, grant the request. However, granting the request does not mean you will be required to grant requests for less than the Minimum Advance in the future. You always have the option to deny any such request.

COND.ID00028. (a) Funds will be requested subject to a minimum advance amount, AND (b) there is a minimum advance amount, AND (c) there is NO advance amount increment, AND (d) (1) the applicable law state is Texas, AND (2) the loan act is Revolving Credit Accounts - Open End Home Equity.

If the jurisdiction state is Texas, is Revolving Credit Accounts - Open End Home Equity, the minimum advanced method is Funds requested subject to minimum amount and the minimum advance amount increments is not passed, then include:

I will only request advances that equal or exceed DTA.ID00237 ("*Minimum Advance*"). If my request is for less than the Minimum Advance you may, at your option, grant the request to the extent permitted by law. However, granting the request does not mean you will be required to grant requests for less than the Minimum Advance in the future. You always have the option to deny any such request.

COND.ID00029. (a) Funds will be requested subject to a minimum advance amount, AND (b) there is a minimum advance amount, AND (c) there is an advance amount increment, AND (d) either (1) the applicable law state is NOT Texas, OR (2) the loan act is NOT Revolving Credit Accounts - Open End Home Equity.

If the jurisdiction state is Texas, is Revolving Credit Accounts - Open End Home Equity, the minimum advanced method is Funds requested subject to minimum amount and the minimum advance amount increments is passed, then include:

I will only request advances that equal or exceed DTA.ID00237 ("*Minimum Advance*"). You will advance the Minimum Advance plus the smallest multiple of DTA.ID00239 necessary to cover my request. If my request is for less than the Minimum Advance you may, at your option, grant the request. However, granting the request does not mean you will be required to grant requests for less than the Minimum Advance in the future. You always have the option to deny any such request.

Section - Negative Amortization

COND.ID00234. Both (a)(1) the applicable law state is not Texas OR (2) the loan act is not Revolving Credit Accounts - Open End Home Equity, AND (b) negative amortization is NOT compounded.

If the jurisdiction state is Texas, is not Revolving Credit Accounts - Open End Home Equity and the negative amortization is not compounded, then include:

Negative Amortization. Under some circumstances, my payments will not cover the finance charges that accrue and negative amortization will occur. Negative amortization will increase the amount that I owe you and reduce my equity in my home. In the event

that negative amortization occurs, the unpaid portion will be carried over to subsequent Billing Cycles and payments made for those periods will first be applied to the carryover amount, and then as provided in the Additional Payment Terms section.

COND.ID00320. Both (a)(1) the applicable law state is not Texas OR (2) the loan act is not Revolving Credit Accounts - Open End Home Equity, AND (b) negative amortization is compounded.

If the jurisdiction state is Texas, is not Revolving Credit Accounts - Open End Home Equity and the negative amortization is not compounded, then include:

Negative Amortization. Under some circumstances, my payments will not cover the finance charges that accrue and negative amortization will occur. Negative amortization will increase the amount that I owe you and reduce my equity in my home. In the event that negative amortization occurs, the unpaid portion will be added to my Loan Account Balance. Finance charge will be computed on that unpaid amount at the same Annual Percentage Rate that applies to the principal portion of the Loan Account Balance.

Section - Minimum Balance

COND.ID00306. Either (a) the applicable law state is not Texas, OR (b) the loan act is not Revolving Credit Accounts - Open End Home Equity.

If the jurisdiction state is Texas and is not Revolving Credit Accounts - Open End Home Equity, then include:

Minimum Balance. I agree to maintain a principal balance outstanding during the term of this Agreement of at least DTA.ID00061 ("*Minimum Balance*").

Section - Security

COND.ID00306. Either (a) the applicable law state is not Texas, OR (b) the loan act is not Revolving Credit Accounts - Open End Home Equity.

If the jurisdiction state is Texas and is not Revolving Credit Accounts - Open End Home Equity, then include:

Property securing any other loans that I have with you may also secure this Agreement.

Section - Set-Off

COND.ID00306. Either (a) the applicable law state is not Texas, OR (b) the loan act is not Revolving Credit Accounts - Open End Home Equity.

If the jurisdiction state is Texas and is not Revolving Credit Accounts - Open End Home Equity, then include:

Set-Off. You may set-off any amount due and payable under the terms of this Agreement against my right to receive money from you, unless prohibited by applicable law. For example, your right of set-off will not apply if I may obtain credit under this Agreement by using a credit card.

Section - Joint and Individual Liability and Successors

COND.ID00306. Either (a) the applicable law state is not Texas, OR (b) the loan act is not Revolving Credit Accounts - Open End Home Equity.

If the jurisdiction state is Texas and is not Revolving Credit Accounts - Open End Home Equity, then include:

Joint and Individual Liability and Successors. My obligation to pay this Line of Credit is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone, or anyone else who is obligated on this Line of Credit, or any number of us together, to collect on this Line of Credit. Extending this Line of Credit or new obligations under this Line of Credit will not affect my duty under this Line of Credit and I will still be obligated to pay this Line of Credit. The duties and benefits of this Line of Credit will bind and benefit the successors and assigns of you and me.

6. CreditAgreementOLFixedDraw

This document prints N/A if a lender fails to pass a required field. TX Fin. Code Sections 342.506 and 345.108.

7. CreditAgreementOLFixedDrawRepay

This document prints N/A if a lender fails to pass a required field. TX Fin. Code Sections 342.506 and 345.108.

8. CreditAgreementOLFixedEvergreen

This document prints N/A if a lender fails to pass a required field. TX Fin. Code Sections 342.506 and 345.108.

9. CreditAgreementOLVariableDraw

This document prints N/A if a lender fails to pass a required field. TX Fin. Code Sections 342.506 and 345.108.

10. CreditAgreementOLVariableDrawRepay

This document prints N/A if a lender fails to pass a required field. TX Fin. Code Sections 342.506 and 345.108.

11. CreditAgreementOLVariableEvergreen

This document prints N/A if a lender fails to pass a required field. TX Fin. Code Sections 342.506 and 345.108.

12. CreditAgreementPLFixedDraw

This document prints N/A if a lender fails to pass a required field. TX Fin. Code Sections 342.506 and 345.108.

13. CreditAgreementPLFixedDrawRepay

This document prints N/A if a lender fails to pass a required field. TX Fin. Code Sections 342.506 and 345.108.

14. CreditAgreementPLFixedEvergreen

This document prints N/A if a lender fails to pass a required field. TX Fin. Code Sections 342.506 and 345.108.

15. CreditAgreementPLVariableDraw

This document prints N/A if a lender fails to pass a required field. TX Fin. Code Sections 342.506 and 345.108.

16. CreditAgreementPLVariableDrawRepay

This document prints N/A if a lender fails to pass a required field. TX Fin. Code Sections 342.506 and 345.108.

17. CreditAgreementPLVariableEvergreen

This document prints N/A if a lender fails to pass a required field. TX Fin. Code Sections 342.506 and 345.108.

18. DeedOfTrustOpenEndHomeEquityTX

Select for open end transactions where the collateral is real estate located in Texas and the transaction is subject to the home equity provisions of the Texas Constitution. Do not select for a modification transaction.

Note: If Revolving Credit Accounts - Open End Home Equity is not passed this form will not select.

19. DeedOfTrustOpenEndNonHomeEquityTX

Select for open end transactions where at least one collateral is real estate located in Texas and the transaction is not subject to the home equity provisions of the Texas Constitution. In a modification transaction, only select if there is such collateral that is being added in the modification.

Note: If the property state is Texas, the form will not select if Revolving Credit Accounts - Open End Home Equity is passed.

20. GuarantyConsumerNoGarnish

Select this document when there is a guarantor and the Lender requests a Consumer Guaranty (Without Garnishment) in AK, AZ, DE, PA, SC or TX but only if it is not a Texas home equity transaction.

Note: If the governing state is Texas, the form will not select if Revolving Credit Accounts - Open End Home Equity is passed.

21. HomeEquityChecklist-TX

Select this document if the loan is secured by residential real estate that is located in Texas, and the loan is a Texas Home Equity Loan, as defined by the Texas Constitution.

Note: If Revolving Credit Accounts - Open End Home Equity is not passed this form will not select.

22. HomeEquityClosingAffidavitandAgreementTX

Select this document if the loan is secured by residential real estate that is located in Texas, and the loan is a Texas Home Equity Loan, as defined by the Texas Constitution.

Note: If Revolving Credit Accounts - Open end Home Equity is not passed this form will not select.

23. HomeEquityNoticeTX

Select this document if the loan is secured by residential real estate that is located in Texas, and the loan is a Texas Home Equity Loan, as defined by the Texas Constitution and the borrower language is not Spanish.

Note: If Revolving Credit Accounts - Open End Home Equity is not passed this form will not select.

24. HomeEquityNoticeTX-Spanish

Select this document if the loan is secured by residential real estate that is located in Texas, there is a Spanish speaking borrower, and the loan is a Texas Home Equity Loan, as defined by the Texas Constitution.

Note: If Revolving Credit Accounts - Open End Home Equity is not passed this form will not select.

25. ModificationAgreement-DeedOfTrust

Select for a loan modification that is secured by existing real property that is not a cooperative, including a manufactured home permanently attached to land, located in Alaska, Arizona, California, Colorado, District of Columbia, Georgia, Idaho, Maryland, Missouri, Mississippi, North Carolina, Nebraska, Nevada, Oregon, Tennessee, Utah, Virginia, Washington, West Virginia, or Montana if the property is 40 acres or less and the user does not select Mortgage or located in Texas but not a home equity loan act. Do not select this document for loans that can be sold to Fannie Mae or Freddie Mac or insured by FHA.

Note: If the property state is Texas, the form will not select if Revolving Credit Accounts - Open End Home Equity is passed.

26. ModificationAgreementLoan

The loan is a modification, AND the institution does not want a new note or credit agreement to be selected, AND the transaction is not a Texas home equity transaction, AND IF the loan is not open-end the interest accrual method on the loan is not precomputed, AND there is not a fee in lieu of interest. NOTE: We do not support modification of Texas home equity transactions. Do not select this document for loans that can be sold to Fannie Mae or Freddie Mac or insured by FHA.

Note: If the property state is Texas, the form will not select if Revolving Credit Accounts - Open End Home Equity is passed.

27. NoticeOfRightOfRescission

Select the Notice of Right of Rescission document for a consumer purpose loan that is secured by the borrower's principal dwelling or the owner's principal dwelling or there is an individual additional signer to the security instrument who occupies the property as his or her principal dwelling and is not releasing dower/curtesy rights OR there is an individual additional signer for a Texas home equity loan and the borrower is:

- refinancing a rescindable closed-end loan with a different lender or the same lender
- increasing the amount of the security of an open-end credit account
- increasing the credit limit of an open-end credit account
- opening an open-end credit account
- adding a security interest to an open-end credit account; or
- opening an open-end credit account with a partial rescission

Do not select if the transaction meets the residential rental property exception under the federal Truth-in-Lending Act and Regulation Z.

Note: To meet the requirement that a non-owner spouse receives a right of rescission for Texas home equity loans, Revolving Credit Account - Open End Home Equity provides a notice of right of rescission when there is an additional signer.

28. NoticeOfRightOfRescissionCopy2

Select the Notice of Right of Rescission document for a consumer purpose loan that is secured by the borrower's principal dwelling or the owner's principal dwelling or there is an individual additional signer to the security instrument who occupies the property as his or her principal dwelling and is not releasing dower/curtesy rights OR there is an individual additional signer for a Texas home equity loan and the borrower is:

- refinancing a rescindable closed-end loan with a different lender or the same lender
- increasing the amount of the security of an open-end credit account
- increasing the credit limit of an open-end credit account
- opening an open-end credit account
- adding a security interest to an open-end credit account; or
- opening an open-end credit account with a partial rescission

Do not select if the transaction meets the residential rental property exception under the federal Truth-in-Lending Act and Regulation Z.

Note: To meet the requirement that a non-owner spouse receives a right of rescission for Texas home equity loans, Revolving Credit Account - Open End Home Equity provides a notice of right of rescission when there is an additional signer.

29. NoticeOfRightOfRescissionCopy3

Select the Notice of Right of Rescission document for a consumer purpose loan that is secured by the borrower's principal dwelling or the owner's principal dwelling or there is an individual additional signer to the security instrument who occupies the property as his or her principal dwelling and is not releasing dower/curtesy rights OR there is an individual additional signer for a Texas home equity loan and the borrower is:

- refinancing a rescindable closed-end loan with a different lender or the same lender
- increasing the amount of the security of an open-end credit account
- increasing the credit limit of an open-end credit account
- opening an open-end credit account
- adding a security interest to an open-end credit account; or
- opening an open-end credit account with a partial rescission

Do not select if the transaction meets the residential rental property exception under the federal Truth-in-Lending Act and Regulation Z.

Note: To meet the requirement that a non-owner spouse receives a right of rescission for Texas home equity loans, Revolving Credit Account - Open End Home Equity provides a notice of right of rescission when there is an additional signer.

30. ReceiptOfDocumentsTX

Select this document if the loan is secured by residential real estate that is located in Texas, and the loan is a Texas Home Equity Loan, as defined by the Texas Constitution.

Note: If Revolving Credit Accounts - Open End Home Equity is not passed this form will not select.

31. SecurityAgreement-Consumer

Select for a loan that (a) is either (i) secured by a dwelling OR real estate collateral, OR (ii) has multiple advances, OR (iii) has irregular payments, OR (iv) one for which the lender does not want a combined note, AND (b) is secured by at least one Collateral (added Collateral if the transaction is a modification) of any of the following collateral types: 101 Account & Contract Rights; 104 CD/Share Certificate (Instrument); 108 Letter of Credit - Rights; 201 Boat (untitled/non-residence); 202 Consumer Goods; 203 Pledged Goods; 204 Sport Craft/Trailer (Untitled/Non-Residence); 302 Equipment; 401 Farm Products; 403 Government Payment (Agricultural); 502 General Intangibles (Generally); 601 Bond; 602 Chattel Paper; 604 Mutual Funds; 607 Instruments; 610 Partnership Interest (Certificated); 611 Partnership Interest (Uncertificated); 612 Securities-Corporate Stock (Certificated); 616 Securities-Other (Certificated); 619 Securities Entitlement; 701 Inventory; 804 Boat (State Titled/Residence); 805 Boat (untitled/Residence); 806 Mobile Home (Personal Property/Residence); 807 Motor Vehicle (Residence); 813 Trailer (titled/residence); 814 Trailer (untitled/Residence); 902 Fixtures; 907 Timber-to-be-cut; 1001 Aircraft; 1003 Documents; 1005 Boat (state titled/non-residence); 1006 Mobile Home (personal property/non-residence); 1007

Motor Vehicle (non-residence); 1008 Outboard motor; 1010 Sport Craft (titled/non-residence); or 1011 Trailer (titled/non-residence).

Do not select this document for loans that can be sold to Fannie Mae or Freddie Mac or insured by FHA.

Do not select this document for Texas home equity loans.

Note: If the property state is Texas, the form will not select if Revolving Credit Account - Open End Home Equity is passed.

32. TILDisclosure-OpenEnd

Section - Truth-in-Lending Disclosure

COND.ID00139. The governing law state is Alaska; Alabama; Arkansas; Arizona; California; Colorado; Connecticut; District of Columbia; Delaware; Florida; Georgia; Hawaii; Iowa; Idaho; Illinois; Indiana; Kansas; Kentucky; Louisiana; Massachusetts; Maryland; Maine; Michigan; Minnesota; Missouri; Mississippi; Montana; North Carolina; North Dakota; Nebraska; New Hampshire; New Jersey; New Mexico; Nevada; New York; Ohio; Oklahoma; Oregon; Pennsylvania; Rhode Island; South Carolina; South Dakota; Tennessee; Texas and Applicable Law is NOT Revolving Credit Account - Home Equity; Utah; Virginia; Vermont; Washington; Wisconsin; West Virginia or Wyoming.

If the governing law state is Texas and is not Revolving Credit Accounts - Open End Home Equity, then include:

Paying Interest

Secondary Mortgage Loans - Home Equity

1. AcknowledgmentOfFairMarketValueOfHomesteadPropertyTX-HE

Select if the loan is secured by residential real estate that is located in Texas, and the loan is a Texas Home Equity Loan, as defined by the Texas Constitution.

Note: If Secondary Mortgage Loans - Home Equity is not passed this form will not select.

2. Addendum-Conversion

This document prints N/A if a lender fails to pass a required field. TX Constitution Section 50(a)(6)(Q)(iii).

3. Addendum-CreditAgreement-HE-InitialInterestRate

This document prints N/A if a lender fails to pass a required field. TX Constitution Section 50(a)(6)(Q)(iii).

4. AddendumCreditAgreementOLPLInitialInterestRate

This document prints N/A if a lender fails to pass a required field. TX Fin. Code Sections 342.506 and 345.108.

5. Assignment-LeasesAndRents-M2

Section - Secured Debts and Future Advances

COND.ID03953. The transaction is a Texas home equity loan.

If Secondary Mortgage Loans - Home Equity, then include:

Secured Debts.

Otherwise

Secured Debts and Future Advances.

COND.ID03953. The transaction is a Texas home equity loan.

If Secondary Mortgage Loans - Home Equity, then include:

The promissory note signed by DTA.ID02765 (the "*Borrower*") and dated the same date as this Assignment (the "*Note*"). The Note states that Borrower owes Lender DTA.ID01436) plus interest. Borrower has promised to pay this debt in regular periodic payments and to pay the debt in full not later than DTA.ID01438.

This debt is an extension of credit as defined by Section 50(a)(6), Article XVI of the *Texas Constitution* (referred to herein as the "*Extension of Credit*").

This Assignment also secures all additional sums advanced and expenses incurred by Lender under the terms of this Assignment to the extent permitted by law.

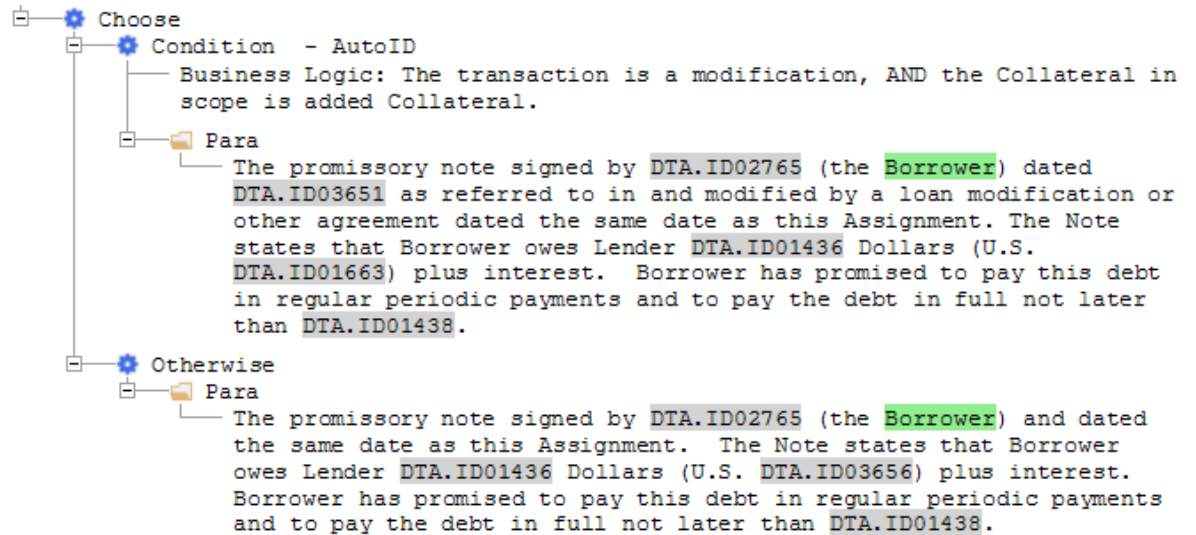
Section - Debt Incurred

COND.ID00157. The collateral is located in Texas, and the loan act is not Texas home equity.

If the property state is Texas and is not Secondary Mortgage Loans - Home Equity, then include:

Debt incurred under the terms of a promissory note, "*Note*", described below, and all renewals, extensions, modifications or substitutions, thereof.

The following paras may print if General Interest Law - Home Equity is passed:



Section - All Future Advances

COND.ID00157. The collateral is located in Texas, and the loan act is not Texas home equity.

If the property state is Texas and is not Secondary Mortgage Loans - Home Equity, then include:

DTA.ID00377 All future advances from Lender to Assignor or other future obligations of Assignor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Assignor in favor of Lender after this Assignment whether or not this Assignment is specifically referenced. If more than one person signs this Assignment, each Assignor agrees that this Assignment will secure all future advances and future obligations that are given to or incurred by any one or more Assignor, or any one or more Assignor and others. All future advances and other future obligations are secured by this Assignment even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Assignment. Nothing in this Assignment shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

Section - All Obligations

COND.ID00157. The collateral is located in Texas, and the loan act is not Texas home equity.

If the property state is Texas and is not Secondary Mortgage Loans - Home Equity, then include:

DTA.ID00378 All obligations Assignor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Assignor and Lender.

Section - All Additional

COND.ID00157. The collateral is located in Texas, and the loan act is not Texas home equity.

If the property state is Texas and is not Secondary Mortgage Loans - Home Equity, then include:

All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Assignment.

Section - Default

COND.ID03993. The loan is not payable on demand or the loan is a Texas home equity loan.

If Secondary Mortgage Loans - Home Equity, then include:

Assignor will be in default if any of the following events (known separately and collectively as an "*Event of Default*") occur, except as restricted by applicable law.

Otherwise

Assignor understands that Lender may demand payment anytime at Lender's discretion. For example, Lender may demand payment in full if any of the following events (known separately and collectively as "*Event of Default*") occur, except as restricted by applicable law.

6. AssignmentOfContractRightsRE

Section - Lenders Expenses

COND.ID04008. The property state is Texas, AND the General Interest Law - Home Equity or Secondary Mortgage Loans - Home Equity loan act applies.

If Secondary Mortgage Loans - Home Equity, then include:

Lender's expenses if Assignor breaches any covenant in this Assignment.

Section - On demand

COND.ID04008. The property state is Texas, AND the General Interest Law - Home Equity or Secondary Mortgage Loans - Home Equity loan act applies.

If Secondary Mortgage Loans - Home Equity, then include:

On demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Homestead Property and Lender's security interest. These expenses will bear interest from the date of payment by Lender until re-paid in full by Assignor, at the interest rate in effect as provided in the Note.

Section - All Costs

COND.ID04008. The property state is Texas, AND the General Interest Law - Home Equity or Secondary Mortgage Loans - Home Equity loan act applies.

If Secondary Mortgage Loans - Home Equity, then include:

All costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Assignment. This amount includes court costs and attorneys' fees actually incurred, providing that attorney is not Lender's salaried employee.

Section - Default

COND.ID05797. The loan is not payable on demand or the loan is a Texas home equity loan.

If Secondary Mortgage Loans - Home Equity, then include:

Assignor will be in default if any of the following events (known separately and collectively as an "*Event of Default*") occur, except as restricted by applicable law.

Otherwise

Assignor understands that Lender may demand payment anytime at Lender's discretion. For example, Lender may demand payment in full if any of the following events (known separately and collectively as "*Event of Default*") occur, except as restricted by applicable law.

Section - Secured Debts and Future Advances

COND.ID03953. The transaction is a Texas home equity loan.

If Secondary Mortgage Loans - Home Equity, then include:

Secured Debts.

Otherwise

Secured Debts and Future Advances.

COND.ID08912. The transaction is a Texas home equity loan.

If the property state is Texas and is not Secondary Mortgage Loans - Home Equity, then include:

The promissory note signed by DTA.ID02765 (the "*Borrower*") and dated the same date as this Assignment (the "*Note*"). The Note states that Borrower owes Lender DTA.ID08535.

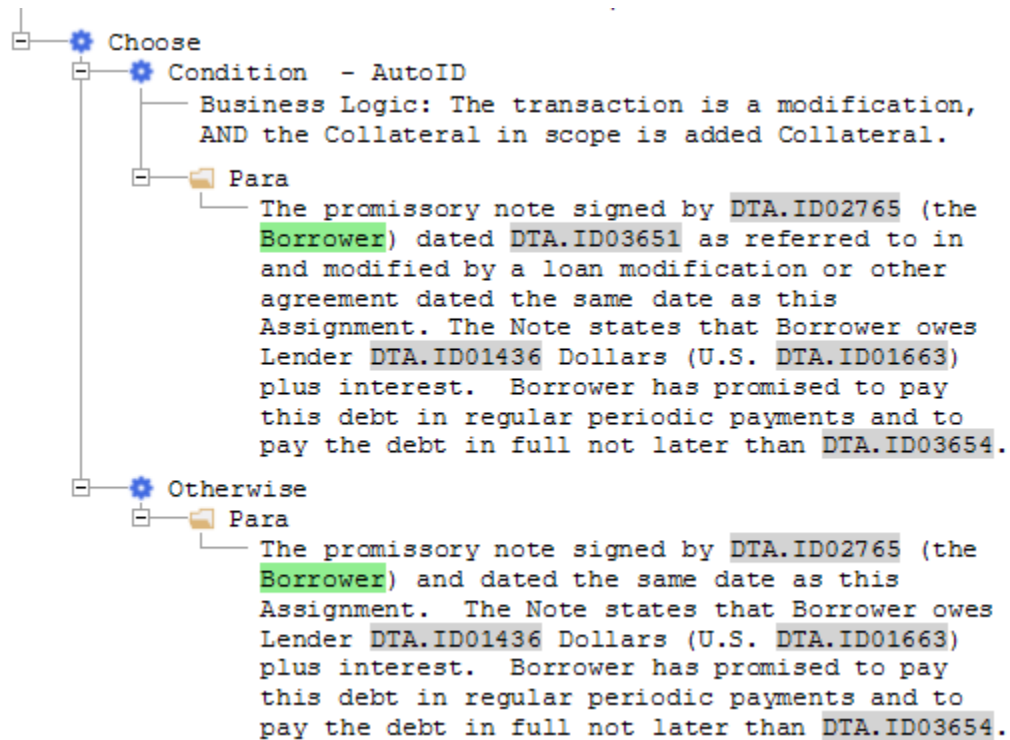
Section - Debt Incurred

COND.ID08904. The collateral is located in Texas, and the loan act is not Texas home equity.

If Secondary Mortgage Loans - Home Equity, then include:

Debt incurred under the terms of a promissory note, "*Note*", described below, and all renewals, extensions, modifications or substitutions, thereof.

If Secondary Mortgage Loans - Home Equity is passed, the following may print:



Section - All Future Advances

COND.ID08904. The collateral is located in Texas, and the loan act is not Texas home equity.

If Secondary Mortgage Loans - Home Equity, then include:

DTA.ID00377 All future advances from Lender to Assignor or other future obligations of Assignor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Assignor in favor of Lender after this Assignment whether or not this Assignment is specifically referenced. If more than one person signs this Assignment, each Assignor agrees that this Assignment will secure all future advances and future obligations that are given to or incurred by any one or more Assignor, or any one or more Assignor and others. All future advances and other future obligations are secured by this Assignment even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Assignment. Nothing in this Assignment shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

Section - All Obligations

COND.ID08904. The collateral is located in Texas, and the loan act is not Texas home equity.

If Secondary Mortgage Loans - Home Equity, then include:

DTA.ID00378 All obligations Assignor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Assignor and Lender.

Section - All Additional

COND.ID08904. The collateral is located in Texas, and the loan act is not Texas home equity.

If Secondary Mortgage Loans - Home Equity, then include:

All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Assignment.

7. CreditReportAuthorization-HE

This document prints N/A if a lender fails to pass a required field. TX Constitution Section 50(a)(6)(Q)(iii).

8. DeedOfTrustJuniorHomeEquityTX

Select for closed end transactions where the collateral is real estate with a junior position lien located in Texas and the transaction is subject to the home equity provisions of the Texas Constitution. Do not select for a modification transaction or when deed secures a guaranty. Do not select this document for loans that can be sold to Fannie Mae or Freddie Mac or insured by FHA.

Note: If Secondary Mortgage Loans - Home Equity is not passed this form will not select.

9. GuarantyConsumerNoGarnish

Select this document when there is a guarantor and the Lender requests a Consumer Guaranty (Without Garnishment) in AK, AZ, DE, PA, SC or TX but only if it is not a Texas home equity transaction.

Note: If the governing state is Texas, the form will not select if Secondary Mortgage Loans - Home Equity is passed.

10. HomeEquityChecklist-TX

Select this document if the loan is secured by residential real estate that is located in Texas, and the loan is a Texas Home Equity Loan, as defined by the Texas Constitution.

Note: If Secondary Mortgage Loans - Home Equity is not passed this form will not select.

11. HomeEquityClosingAffidavitandAgreementTX

Select this document if the loan is secured by residential real estate that is located in Texas, and the loan is a Texas Home Equity Loan, as defined by the Texas Constitution.

Note: If Secondary Mortgage Loans - Home Equity is not passed this form will not select.

12. HomeEquityNoticeTX

Select this document if the loan is secured by residential real estate that is located in Texas, and the loan is a Texas Home Equity Loan, as defined by the Texas Constitution and the borrower language is not Spanish.

Note: If Secondary Mortgage Loans - Home Equity is not passed this form will not select.

13. HomeEquityNoticeTX-Spanish

Select this document if the loan is secured by residential real estate that is located in Texas, there is a Spanish speaking borrower, and the loan is a Texas Home Equity Loan, as defined by the Texas Constitution.

Note: If Secondary Mortgage Loans - Home Equity is not passed this form will not select.

14. ModificationAgreement-DeedOfTrust

Select for a loan modification that is secured by existing real property that is not a cooperative, including a manufactured home permanently attached to land, located in Alaska, Arizona, California, Colorado, District of Columbia, Georgia, Idaho, Maryland, Missouri, Mississippi, North Carolina, Nebraska, Nevada, Oregon, Tennessee, Utah, Virginia, Washington, West Virginia, or Montana if the property is 40 acres or less and the user does not select Mortgage or located in Texas but not a home equity loan act. Do not select this document for loans that can be sold to Fannie Mae or Freddie Mac or insured by FHA.

Note: If the property state is Texas, the form will not select if Secondary Mortgage Loans - Home Equity is passed.

15. ModificationAgreement-Loan

The loan is a modification, AND the institution does not want a new note or credit agreement to be selected, AND the transaction is not a Texas home equity transaction, AND IF the loan is not open-end the interest accrual method on the loan is not precomputed, AND there is not a fee in lieu of interest. NOTE: We do not support modification of Texas home equity transactions. Do not select this document for loans that can be sold to Fannie Mae or Freddie Mac or insured by FHA.

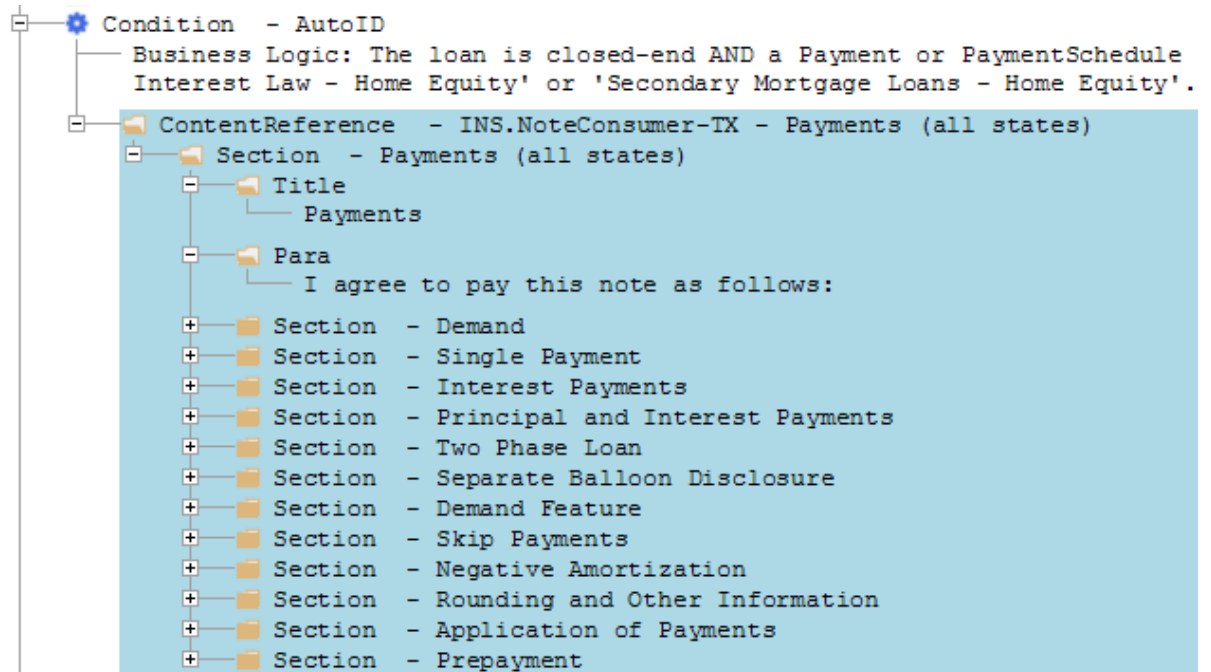
Note: If the property state is Texas, the form will not select if Secondary Mortgage Loans - Home Equity is passed.

Section - Amended Note Terms

COND.ID00012. The loan is closed-end AND a Payment or PaymentSchedule is passed AND the governing law state is Texas, AND the loan act is NOT 'General Interest Law - Home Equity' or 'Secondary Mortgage Loans - Home Equity'.

The governing law state is Texas and is not Secondary Mortgage Loans - Home Equity, then include:

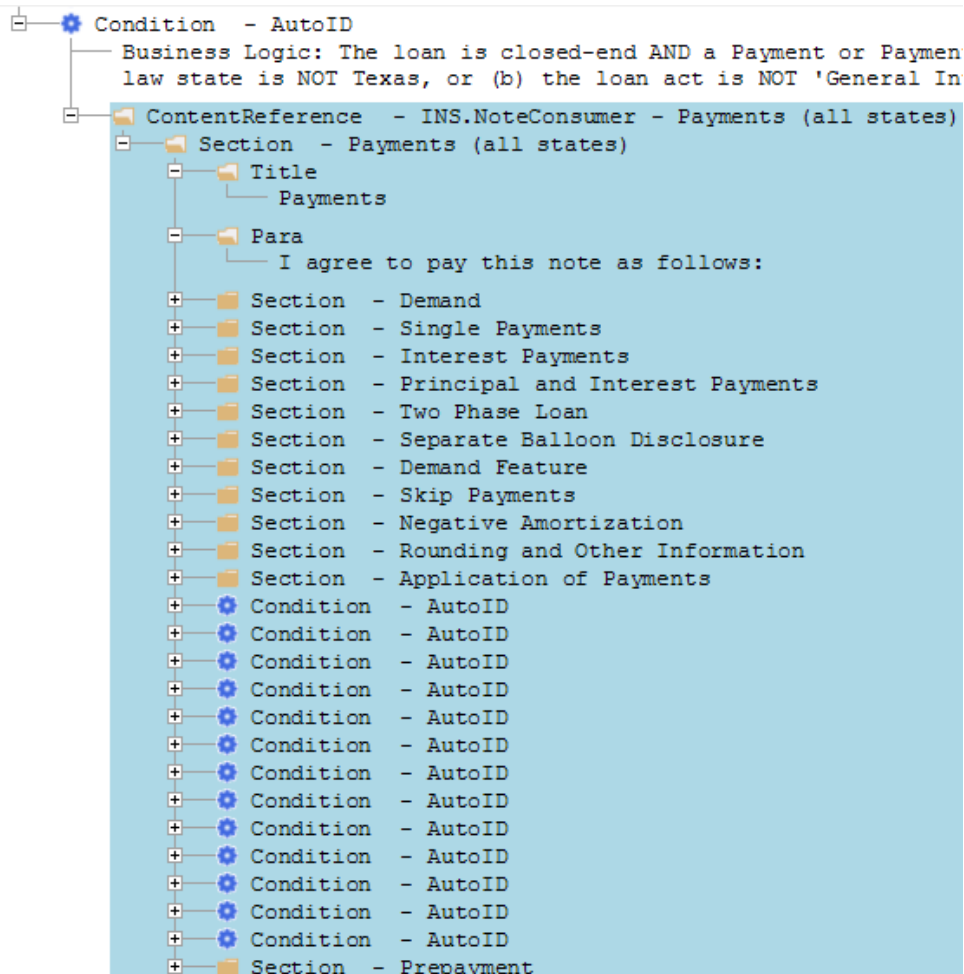
Secondary Mortgage Loans - Home Equity is used to determine whether to pull sections of NoteConsumer-TX into the Modification Agreement via a Content Reference.



COND.ID00013. The loan is closed-end AND a Payment or PaymentSchedule is passed AND the loan act is NOT Wisconsin Consumer Act AND either (a) the governing law state is NOT Texas, or (b) the loan act is NOT 'General Interest Law - Home Equity' or 'Secondary Mortgage Loans - Home Equity'.

The governing law state is Texas and is not Secondary Mortgage Loans - Home Equity, then include:

Secondary Mortgage Loans - Home Equity is used to determine whether to pull sections of NoteConsumer into the Modification Agreement via a Content Reference.



Section - Interest

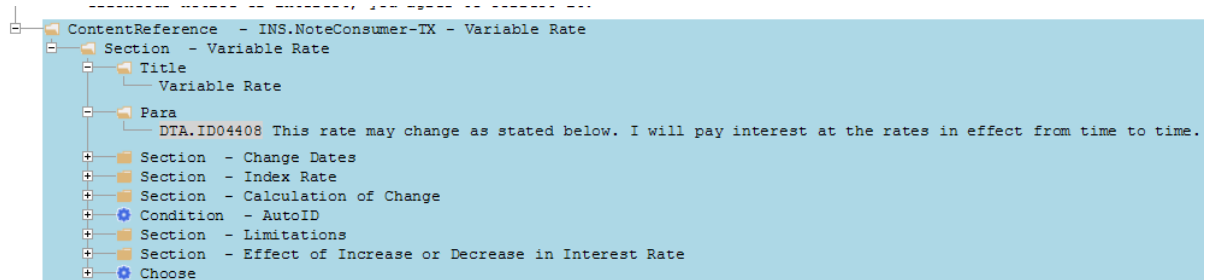
COND.ID00020. The loan is closed-end AND an interest rate is passed AND the governing law is Texas AND the loan act is NOT 'General Interest Law - Home Equity' or 'Secondary Mortgage Loans - Home Equity'.

If the governing law state is Texas and is not Secondary Mortgage Loans - Home Equity, then include:

Interest. I agree to pay interest on the outstanding principal balance from DTA.ID00227 at the rate of DTA.ID00228 per year until paid in full, subject to any rate changes provided in the *Variable Rate* or *Post-Maturity Rate* section.

Interest accrues on the principal remaining unpaid from time to time, until paid in full. If you give my loan money in more than one advance, each advance will start to earn interest only when I receive it. The interest rate(s) and other charges on this note will never exceed the highest rate or charge allowed by law for this note. If you collect more interest than the law and this note allow, you agree to refund it to me. If you send any erroneous notice of interest, you agree to correct it.

Secondary Mortgage Loans - Home Equity is used to determine whether to pull sections of NoteConsumer-TX into the Modification Agreement via a Content Reference.



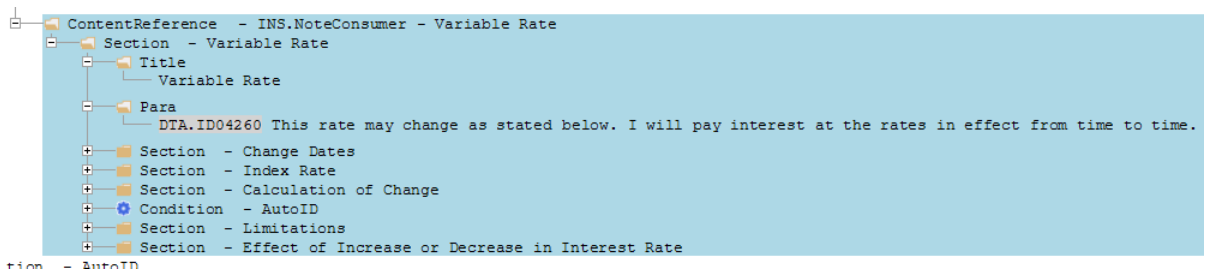
COND.ID00022. The loan is closed-end AND an interest rate is passed AND the loan act is NOT 'Wisconsin Consumer Act'.AND either (a) the governing law is NOT Texas OR (b) the loan act is NOT 'General Interest Law - Home Equity' or 'Secondary Mortgage Loans - Home Equity'.

If the governing law state is Texas and is not Secondary Mortgage Loans - Home Equity, then include:

Interest. I agree to pay interest on the outstanding principal balance from DTA.ID00227 at the rate of DTA.ID00228 per year until paid in full, subject to any rate changes provided in the *Variable Rate* or *Post-Maturity Rate* section.

Interest accrues on the principal remaining unpaid from time to time, until paid in full. If you give my loan money in more than one advance, each advance will start to earn interest only when I receive it. The interest rate(s) and other charges on this note will never exceed the highest rate or charge allowed by law for this note. If you collect more interest than the law and this note allow, you agree to refund it to me. If you send any erroneous notice of interest, you agree to correct it.

Secondary Mortgage Loans - Home Equity is used to determine whether to pull sections of NoteConsumer into the Modification Agreement via a Content Reference.



Section - Signatures

COND.ID00241. Governing law state is Texas AND the loan act is NOT 'General Interest Law - Home Equity' or 'Secondary Mortgage Loans - Home Equity'.

If the governing law state is Texas and is not Secondary Mortgage Loans - Home Equity, then include:

This Agreement constitutes a Written Agreement pursuant to Section 26.02 of the Texas Business and Commerce Code, if such section applies. 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.

16. Note-HomeEquityTX

Prolog

COND.ID00176. Applicable Law is General Interest Law - Home Equity and is not cash out - first lien; OR Applicable Law is Secondary Mortgage Loans - Home Equity.

If Secondary Mortgage Loans - Home Equity and is not cash out - first lien, then include:

TEXAS HOME EQUITY REAL ESTATE NOTE

17. NoteConsumer-TX

The governing law state is Texas and not General Interest Law - Home Equity or Secondary Mortgage Loans - Home Equity, AND (b) Open End Credit does not apply AND (c) the accrual method is not precomputed, AND (d) minimum interest does not apply, AND (e) either (1) there is real estate or dwelling collateral, OR (2) the loan is multiple advance, OR (3) the lender did not select a combination document AND (f) the loan is NOT a variable rate loan with a preferred rate secured by a dwelling, AND either (x) the transaction is not a modification, OR (y) the institution wants a note to be selected during a modification. Do not select this document for loans that can be sold to Fannie Mae or Freddie Mac or insured by FHA.

Note: If the jurisdiction state is Texas, the form will not select if Secondary Mortgage Loans - Home Equity is passed.

18. NoteHomeEquityTX

(a) The Loan Act is General Interest Law - Home Equity or Secondary Mortgage Loans - Home Equity, AND (b) Open End Credit does not apply AND (c) there is real estate collateral AND (d) the loan is NOT a variable rate loan with a preferred rate secured by a dwelling, AND either (x) the transaction is not a modification, OR (y) the institution wants a note to be selected during a modification. Do not select this document for loans that can be sold to Fannie Mae or Freddie Mac or insured by FHA.

Note: If Secondary Mortgage Loans - Home Equity is not passed this form will not select.

19. NoticeOfRightOfRescission

Select the Notice of Right of Rescission document for a consumer purpose loan that is secured by the borrower's principal dwelling or the owner's principal dwelling or there is an individual additional signer to the security instrument who occupies the property as his or her principal dwelling and is not releasing dower/curtesy rights OR there is an individual additional signer for a Texas home equity loan and the borrower is:

- refinancing a rescindable closed-end loan with a different lender or the same lender
- increasing the amount of the security of an open-end credit account
- increasing the credit limit of an open-end credit account
- opening an open-end credit account

- adding a security interest to an open-end credit account; or
- opening an open-end credit account with a partial rescission

Do not select if the transaction meets the residential rental property exception under the federal Truth-in-Lending Act and Regulation Z.

Note: To meet the requirement that a non-owner spouse receives a right of rescission for Texas home equity loans, Secondary Mortgage Loans - Home Equity provides a notice of right of rescission when there is an additional signer.

20. NoticeOfRightOfRescissionCopy2

Select the Notice of Right of Rescission document for a consumer purpose loan that is secured by the borrower's principal dwelling or the owner's principal dwelling or there is an individual additional signer to the security instrument who occupies the property as his or her principal dwelling and is not releasing dower/curtesy rights OR there is an individual additional signer for a Texas home equity loan and the borrower is:

- refinancing a rescindable closed-end loan with a different lender or the same lender
- increasing the amount of the security of an open-end credit account
- increasing the credit limit of an open-end credit account
- opening an open-end credit account
- adding a security interest to an open-end credit account; or
- opening an open-end credit account with a partial rescission

Do not select if the transaction meets the residential rental property exception under the federal Truth-in-Lending Act and Regulation Z.

Note: To meet the requirement that a non-owner spouse receives a right of rescission for Texas home equity loans, Secondary Mortgage Loans - Home Equity provides a notice of right of rescission when there is an additional signer.

21. NoticeOfRightOfRescissionCopy3

Select the Notice of Right of Rescission document for a consumer purpose loan that is secured by the borrower's principal dwelling or the owner's principal dwelling or there is an individual additional signer to the security instrument who occupies the property as his or her principal dwelling and is not releasing dower/curtesy rights OR there is an individual additional signer for a Texas home equity loan and the borrower is:

- refinancing a rescindable closed-end loan with a different lender or the same lender
- increasing the amount of the security of an open-end credit account
- increasing the credit limit of an open-end credit account
- opening an open-end credit account
- adding a security interest to an open-end credit account; or
- opening an open-end credit account with a partial rescission

Do not select if the transaction meets the residential rental property exception under the federal Truth-in-Lending Act and Regulation Z.

Note: To meet the requirement that a non-owner spouse receives a right of rescission for Texas home equity loans, Secondary Mortgage Loans - Home Equity provides a notice of right of rescission when there is an additional signer.

22. ReceiptOfDocumentsTX

Select this document if the loan is secured by residential real estate that is located in Texas, and the loan is a Texas Home Equity Loan, as defined by the Texas Constitution.

Note: If Secondary Mortgage Loans - Home Equity is not passed this form will not select.

23. Section32VariableRateHighCostHELOCDisclosure

This document prints N/A if a lender fails to pass a required field. TX Constitution Section 50(a)(6)(Q)(iii).

24. SecurityAgreement-Consumer

Select for a loan that (a) is either (i) secured by a dwelling OR real estate collateral, OR (ii) has multiple advances, OR (iii) has irregular payments, OR (iv) one for which the lender does not want a combined note, AND (b) is secured by at least one Collateral (added Collateral if the transaction is a modification) of any of the following collateral types: 101 Account & Contract Rights; 104 CD/Share Certificate (Instrument); 108 Letter of Credit - Rights; 201 Boat (untitled/non-residence); 202 Consumer Goods; 203 Pledged Goods; 204 Sport Craft/Trailer (Untitled/Non-Residence); 302 Equipment; 401 Farm Products; 403 Government Payment (Agricultural); 502 General Intangibles (Generally); 601 Bond; 602 Chattel Paper; 604 Mutual Funds; 607 Instruments; 610 Partnership Interest (Certificated); 611 Partnership Interest (Uncertificated); 612 Securities-Corporate Stock (Certificated); 616 Securities-Other (Certificated); 619 Securities Entitlement; 701 Inventory; 804 Boat (State Titled/Residence); 805 Boat (untitled/Residence); 806 Mobile Home (Personal Property/Residence); 807 Motor Vehicle (Residence); 813 Trailer (titled/residence); 814 Trailer (untitled/Residence); 902 Fixtures; 907 Timber-to-be-cut; 1001 Aircraft; 1003 Documents; 1005 Boat (state titled/non-residence); 1006 Mobile Home (personal property/non-residence); 1007 Motor Vehicle (non-residence); 1008 Outboard motor; 1010 Sport Craft (titled/non-residence); or 1011 Trailer (titled/non-residence).

Do not select this document for loans that can be sold to Fannie Mae or Freddie Mac or insured by FHA.

Do not select this document for Texas home equity loans.

Note: If the property state is Texas, the form will not select if Secondary Mortgage Loans - Home Equity is passed.

25. SecurityInstrumentOilAndGas

Select for a closed-end loan that is secured by real property, and the oil and gas rights thereto, located in 1) Arkansas, Kansas, Louisiana, Missouri, North Dakota, Ohio, Oklahoma, Pennsylvania; or 2) Louisiana, if the transaction is not collateral Mortgage; or 3) Texas when the loan act is NOT General Interest Law - Home Equity or Secondary Mortgage Loans - Home Equity. In a modification transaction, only select if there is such collateral that is being added in the modification.

Note: If the property state is Texas, the form will not select if Secondary Mortgage Loans - Home Equity is passed.

Utah

Consumer Credit Code

1. LoanAgreementConstructionConsumer

Section - Collection Expenses and Attorneys' Fees

COND.ID00664. The governing law state is Hawaii, New York, Rhode Island, Tennessee, Texas OR Utah and the UCCC applies (to UT only).

If Consumer Credit Code, then include:

Collection Expenses and Attorneys' Fees. On or after the occurrence of an Event of Default, to the extent permitted by law, Borrower and Owner agree to pay all expenses of collection, enforcement or protection of DTA.ID02220's rights and remedies under this Agreement or any other Loan Document. Expenses include, but are not limited to, reasonable attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Promissory Note. All fees and expenses will be secured by the Property. In addition, to the extent permitted by the *United States Bankruptcy Code*, Borrower and Owner agree to pay the reasonable attorneys' fees incurred by DTA.ID02220 to protect DTA.ID02220's rights and interests in connection with any bankruptcy proceedings initiated by or against Borrower or Owner.

Otherwise

Collection Expenses and Attorneys' Fees. On or after the occurrence of an Event of Default, to the extent permitted by law, Borrower and Owner agree to pay all expenses of collection, enforcement or protection of DTA.ID02220's rights and remedies under this Agreement or any other Loan Document. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Promissory Note. All fees and expenses will be secured by the Property. In addition, to the extent permitted by the *United States Bankruptcy Code*, Borrower and Owner agree to pay the reasonable attorneys' fees incurred by DTA.ID02220 to protect DTA.ID02220's rights and interests in connection with any bankruptcy proceedings initiated by or against Borrower or Owner.

2. NoteConsumer

Section - Limited Right to Refinance

COND.ID00552. The governing law state is Utah and the loan act is Consumer Credit Code.

If Consumer Credit Code, then include:

Limited Right to Refinance. If any scheduled payment on this note is more than twice as large as the average of all other regularly scheduled payments, I may refinance that payment when due at your prevailing rates for such type of loan if I meet your normal credit standards and you are, at the time, in the business of making such loans. This paragraph does not apply to the extent the payment schedule is adjusted to the seasonal or irregular income or to a transaction providing for periodic payments of interest only that are sufficient to pay accrued interest. Also, this paragraph does not apply if this note is secured primarily by a first lien on residential real estate.

Section - General Terms

COND.ID00552. The governing law state is Utah and the loan act is Consumer Credit Code.

If Consumer Credit Code, then include:

I agree that this loan is subject to Title 70C, *Utah Consumer Credit Code*, as amended.

3. NDAS

Section - CCC Applies

DTA.ID01236 CCC Applies. I agree that this Loan Agreement is subject to Utah Code Title 70C, the *Utah Consumer Credit Code*, even if this loan would not otherwise be subject to its provisions.

DTA.ID01236. The loan act for the transaction is the Consumer Credit Code.

If Uniform Consumer Credit Code, then the DTA.ID01236 box is checked.

West Virginia

Consumer Credit and Protection Act

1. NoteConsumer

Section - Default

COND.ID00495. The governing law is West Virginia and the Consumer Credit and Protection Act applies.

If Consumer Credit and Protection Act, then include:

Subject to any limitations in the Real Estate or Residence Security section, I will be in default if any of the following occur:

1. Payments. I fail to make a payment as required by this note.
2. Fraud. I engage in fraud or material misrepresentation in connection with this transaction.
3. DTA.ID02369 Other Documents. A default occurs under the terms of any other Loan Document.

Otherwise

Subject to any limitations in the Real Estate or Residence Security section, I will be in default if any of the following occur:

1. Payments. I fail to make a payment as required by this note.
2. Property. My action or inaction adversely affects the Property or your rights in the Property.
3. Fraud. I engage in fraud or material misrepresentation in connection with this transaction.
4. DTA.ID02369 Other Documents. A default occurs under the terms of any other Loan Document.

Section - General Terms

COND.ID00495. The governing law is West Virginia and the Consumer Credit and Protection Act applies.

If Consumer Credit and Protection Act, then include:

I agree that this loan is subject to the *West Virginia Consumer Credit and Protection Act*, codified at W. Va. Code §§ 46A-1-101 through 46A-8-102.

2. RightToCureCosignerWaiverWV

Select this document for a transaction that falls under the Consumer Credit and Protection Act in West Virginia and has a cosigner or guarantor.

Note: If Consumer Credit and Protection Act is not passed this form will not select.

Wisconsin

Wisconsin Consumer Act

1. Addendum-Conversion

This document prints N/A if a lender fails to pass a required field. WI Stat. Section 422.304.

2. Addendum-CreditAgreement-HE-InitialInterestRate

This document prints N/A if a lender fails to pass a required field. WI Stat. Section 422.304.

3. AddendumCreditAgreementOLPLInitialInterestRate

This document prints N/A if a lender fails to pass a required field. WI Stat. Section 422.304.

4. AdjustableRateMortgageProgramDisclosure

Section - How Your Interest Rate And Payment Are Determined

COND.ID00079. The Wisconsin Consumer Act applies AND the index is not an approved index in Wisconsin.

If Wisconsin Consumer Act and the Wisconsin index is not approved then include:

Changes in the index not passed on as changes in the interest rate will be carried over to subsequent interest rate adjustment dates. We will not carry over any such interest rate changes beyond one year, and the maximum amount that we can carry over to any one year will be 1 percent.

Otherwise

This Agreement may not be amended or modified by oral agreement. No amendment or modification of this Agreement is effective unless made in writing and executed by you and me. This Agreement and the other Loan Documents are the complete and final expression of the understanding between you and me. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

5. ApplicationAddendum-WI

Select for an open-end loan and the Wisconsin Consumer Act applies.

Note: If Wisconsin Consumer Act is not passed this form will not select.

6. Assignment-LeasesAndRents-M2

Section - Maximum Obligation Limit

COND.ID00215. Wisconsin Consumer Act applies.

If Wisconsin Consumer Act, then include:

Maximum Obligation Limit. The total principal amount secured by this Assignment at any one time shall not exceed DTA.ID01016. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Assignment. Also, this limitation does not apply to advances made under the terms of this Assignment to protect Lender's security.

COND.ID01529. The property state is Wisconsin and the loan act is not the Wisconsin Consumer Act.

If the property state is Wisconsin and is not Wisconsin Consumer Act, then include:

Maximum Obligation Limit. The total principal amount secured by this Assignment at any one time shall not exceed DTA.ID01016. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Assignment. Also, this limitation does not apply to advances made under the terms of this Assignment to protect Lender's security and to perform any of the covenants contained in this Assignment.

Section - Due On Sale or Encumbrance

COND.ID00215. Wisconsin Consumer Act applies.

If Wisconsin Consumer Act, then include:

Unless this Assignment secures a guaranty, or is executed in connection with an indemnity deed of trust, or the Secured Debts are assumable, Lender may, at its option, declare the entire balance of the Secured Debts to be due and payable upon the creation of, or contract for the creation of, any transfer or sale of, or any lien or encumbrance on, all or any part of the Property. But if the Property is a home occupied by the borrower on the Secured Debts, then Lender will not exercise that option by reason of the creation of a junior lien on the Property, or upon any other transfer as to which such exercise is not permitted by law. This right is otherwise subject to the restrictions imposed by federal law, as applicable. If Lender exercises this option, Lender shall give Assignor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Assignor must pay all sums secured by this Assignment. If Assignor fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Assignment without further notice or demand on Assignor.

If Lender exercises this option, Lender shall give Assignor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Assignor must pay all sums secured by this Assignment. If Assignor fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Assignment without further notice or demand on Assignor.

Otherwise

Unless this Assignment secures a guaranty, or is executed in connection with an indemnity deed of trust, or the Secured Debts are assumable, Lender may, at its option, declare the entire balance of the Secured Debts to be due and payable upon the creation of, or contract for the creation of, any transfer or sale of, or any lien or encumbrance on, all or any part of the Property. But if the Property is a home occupied by the borrower on the Secured Debts, then Lender will not exercise that option by reason of the creation of a junior lien on the Property, or upon any other transfer as to which such exercise is not permitted by law. This right is otherwise subject to the restrictions imposed by federal law, as applicable.

Section - Assumptions

COND.ID00215. Wisconsin Consumer Act applies.

If Wisconsin Consumer Act, then include:

If Lender exercises this option, Lender shall give Assignor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Assignor must pay all sums secured by this Assignment. If Assignor fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Assignment without further notice or demand on Assignor.

Section - Default

COND.ID00215. Wisconsin Consumer Act applies.

If Wisconsin Consumer Act, then include:

Assignor will be in default if any of the following events (known separately and collectively as an "*Event of Default*") occur with regard to the Secured Debts that are secured by this Assignment, except as restricted by applicable law.

Otherwise

Assignor understands that Lender may demand payment anytime at Lender's discretion. For example, Lender may demand payment in full if any of the following events (known separately and collectively as "*Event of Default*") occur, except as restricted by applicable law.

Section - Assignor's Copy

COND.ID00215. Wisconsin Consumer Act applies.

If Wisconsin Consumer Act, then include:

Assignor's Copy. Assignor shall be furnished an exact copy of the Note and of this Assignment at the time of execution.

Section - Notice Of Default and Right To Cure

COND.ID03995. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

Notice Of Default and Right To Cure. Where required by law, Lender will send Assignor written notice of default and right to cure. The notice shall specify (1) the breach; (2) the

action required to cure such breach; (3) a date, not less than 15 days from the date the notice is mailed to Assignor, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Assignment and the sale and/or collection of the Property. The notice shall further inform Assignor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Assignor to acceleration and sale. The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Assignor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

Section - Acceleration

COND.ID03995. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

Acceleration. If the breach is not cured on or before the date specified in the notice of default, Lender, at Lender's option, may declare all of the sums secured by this Assignment to be immediately due and payable without further demand and may invoke the power of sale and other remedies permitted by applicable law.

Section - Expenses; Advances on Covenants; Attorneys' Fees; Collection Costs

COND.ID03996. Either (a) the applicable state law is NOT Wisconsin, OR (b) the applicable loan act is NOT the Wisconsin Consumer Act.

If the applicable law state is Wisconsin and is not Wisconsin Consumer Act, then include:

Expenses; Advances on Covenants; Attorneys' Fees; Collection Costs.

COND.ID04011. The applicable law state is Wisconsin AND the Wisconsin Consumer Act does NOT apply.

If the applicable law state is Wisconsin and is not Wisconsin Consumer Act, then include:

On or after default, to the extent permitted by law, Assignor agrees to pay all expenses of collection, enforcement or protection of Lender's rights and remedies under this Assignment. Assignor agrees to pay expenses for Lender to inspect and preserve the Property and for any recordation costs of releasing the Property from this Assignment. Expenses include, but are not limited to, reasonable attorneys' fees, court costs and other legal expenses. If the Secured Debts is subject to *Wis. Stat.* Chapter 428, then reasonable attorneys' fees are limited to those authorized by this chapter. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debts. To the extent permitted by the *United States Bankruptcy Code*, Assignor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debts as awarded by any court exercising jurisdiction under the Bankruptcy Code.

Otherwise

Except when prohibited by law, Assignor agrees to pay all of Lender's expenses if Assignor breaches any covenant in this Assignment. Assignor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Assignor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Assignment. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Assignment shall remain in effect until released. Assignor agrees to pay for any recordation costs of such release.

Section - Default Charges and Attorneys' Fees

COND.ID04010. The Wisconsin Consumer Act applies.

If Wisconsin Consumer Act, then include:

Default Charges and Attorneys' Fees. Lender shall be entitled to collect all statutory collection expenses incurred in the disposition of the Property and such other charges as are specifically authorized by *Wis. Stat. Ch. 421 to 427*, or if the Property is secured by a first lien real estate mortgage or its equivalent security interest as defined in *Wis. Stat. Ch. 428*, those expenses authorized by that chapter, including attorneys' fees, to the extent permitted. Assignor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Assignment. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. After Assignor has paid all sums secured by this Assignment, and Lender has terminated any commitments for future advances, Lender shall release this Assignment without charge to Assignor. Assignor agrees to pay for any recordation costs of such release.

Section - Remedies

COND.ID03996. Either (a) the applicable state law is NOT Wisconsin, OR (b) the applicable loan act is NOT the Wisconsin Consumer Act.

If the applicable law state is Wisconsin and is not Wisconsin Consumer Act, then include:

Remedies. After Assignor defaults, and after Lender gives any legally required notice and opportunity to cure the default, Lender may at Lender's option do any one or more of the following:

Otherwise

Remedies. After Assignor defaults, and after Lender gives any notice and opportunity to cure the default when required under the Wisconsin Consumer Act, Lender may at Lender's option do any one or more of the following:

Section - Insurance Benefits

COND.ID03996. Either (a) the applicable state law is NOT Wisconsin, OR (b) the applicable loan act is NOT the Wisconsin Consumer Act.

If the applicable law state is Wisconsin and is not Wisconsin Consumer Act, then include:

Insurance Benefits. Lender may make a claim for any and all insurance benefits or refunds that may be available on Assignor's default.

Section - Acceleration

COND.ID03997. The property is not located in New Mexico and the loan act is not the Wisconsin Consumer Act.

If the applicable law state is Wisconsin and is not Wisconsin Consumer Act, then include:

Acceleration. Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due.

COND.ID04000. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

Acceleration. Lender may make all or any part of the Secured Debts due.

Section - Payments Made On Assignor's Behalf

COND.ID04000. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

Payments Made On Assignor's Behalf. Amounts advanced on Assignor's behalf will be due and may be added to the Secured Debts. Lender will give Assignor written notice of Assignor's nonperformance and then Assignor will have a reasonable opportunity to perform before Lender adds the balance owing to the Secured Debts.

Otherwise

Payments Made On Assignor's Behalf. Amounts advanced on Assignor's behalf will be immediately due and may be added to the Secured Debts.

Section - Applicable Law

COND.ID04044. The property state is NOT New Jersey, AND (b) either (1) the property state is NOT Wisconsin, OR (2) the loan act is NOT the Wisconsin Consumer Act.

If Consumer Credit Code, then include:

Applicable Law. This Assignment is governed by the laws of DTA.ID03698, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

Section - Amendment, Integration and Severability

COND.ID04038. The property is located in New Jersey or the Wisconsin Consumer Act applies.

If Wisconsin Consumer Act, then include:

Amendment, Integration and Severability. This Assignment may not be amended or modified by oral agreement. No amendment or modification of this Assignment is effective unless made in writing and executed by Assignor and Lender. This Assignment and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Assignment is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

Section - Interpretation

COND.ID04038. The property is located in New Jersey or the Wisconsin Consumer Act applies..

If Wisconsin Consumer Act, then include:

Interpretation. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Assignment.

Section - Notice and Additional Documents

COND.ID04048. The property is not located in California, New Jersey, South Dakota, Washington or Wisconsin OR the property is in Wisconsin, AND the loan act is NOT the Wisconsin Consumer Act.

If the property state is Wisconsin and is not Wisconsin Consumer Act, then include:

Notice, Additional Documents and Recording Fees. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed at the beginning of this document, or to any other address designated in writing. Notice to one Assignor will be deemed to be notice to all Assignors. Assignor will inform Lender in writing of any change in Assignor's name, address or other application information. Assignor will provide Lender any other correct and complete information Lender requests to effectively mortgage or convey the Property. Assignor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Assignment. Assignor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Assignor's obligations under this Assignment and to confirm Lender's lien status on any Property, and Assignor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

Section - Wisconsin-Notice to Consumer

COND.ID04058. The Wisconsin Consumer Act applies.

If Wisconsin Consumer Act, then include:

NOTICE TO CONSUMER

1. DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED.
2. DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.
3. YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
4. YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THE LOAN AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

7. AssignmentOfContractRightsRE

Section - Notice Of Default And Right To Cure

COND.ID03982. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

Notice Of Default And Right To Cure. Where required by law, Lender will send Assignor written notice of default and right to cure. The notice shall specify (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 15 days from the date the notice is mailed to Assignor, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Assignment and the sale and/or collection of the Property. The notice shall further inform Assignor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Assignor to acceleration and sale. The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Assignor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

Section - Acceleration

COND.ID03982. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

Acceleration. If the breach is not cured on or before the date specified in the notice of default, Lender, at Lender's option, may declare all of the sums secured by this Assignment to be immediately due and payable without further demand and may invoke the power of sale and other remedies permitted by applicable law.

COND.ID03987. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

Acceleration. Lender may make all or any part of the Secured Debts due.

Section - Remedies

COND.ID03983. Either (a) the applicable state law is NOT Wisconsin, OR (b) the applicable loan act is NOT the Wisconsin Consumer Act.

If the applicable law state is Wisconsin and is not Wisconsin Consumer Act, then include:

Remedies. After Assignor defaults, and after Lender gives any legally required notice and opportunity to cure the default, Lender may at Lender's option do any one or more of the following:

Otherwise

Remedies. After Assignor defaults, and after Lender gives any notice and opportunity to cure the default when required under the Wisconsin Consumer Act, Lender may at Lender's option do any one or more of the following:

COND.ID03984. The property state is not New Mexico and the loan act is not the Wisconsin Consumer Act.

If the property state is Wisconsin and is not the Wisconsin Consumer Act, then include:

Acceleration. Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due.

Section - Insurance Benefits

COND.ID03983. Either (a) the applicable state law is NOT Wisconsin, OR (b) the applicable loan act is NOT the Wisconsin Consumer Act.

If the applicable law state is Wisconsin and is not Wisconsin Consumer Act, then include:

Insurance Benefits. Lender may make a claim for any and all insurance benefits or refunds that may be available on Assignor's default.

Section - Expenses; Advances on Covenants; Attorneys' Fees; Collection Costs

COND.ID03983. Either (a) the applicable state law is NOT Wisconsin, OR (b) the applicable loan act is NOT the Wisconsin Consumer Act.

If the applicable law state is Wisconsin and is not Wisconsin Consumer Act, then include:

Expenses; Advances on Covenants; Attorneys' Fees; Collection Costs.

COND.ID04011. The applicable law state is Wisconsin AND the Wisconsin Consumer Act does NOT apply.

If the applicable law state is Wisconsin and is not Wisconsin Consumer Act, then include:

On or after default, to the extent permitted by law, Assignor agrees to pay all expenses of collection, enforcement or protection of Lender's rights and remedies under this Assignment. Assignor agrees to pay expenses for Lender to inspect and preserve the Property and for any recordation costs of releasing the Property from this Assignment. Expenses include, but are not limited to, reasonable attorneys' fees, court costs and other legal expenses. If the Secured Debts is subject to *Wis. Stat.* Chapter 428, then reasonable attorneys' fees are limited to those authorized by this chapter. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debts. To the extent permitted by the *United States Bankruptcy Code*, Assignor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debts as awarded by any court exercising jurisdiction under the Bankruptcy Code.

COND.ID04010. The Wisconsin Consumer Act applies.

If Wisconsin Consumer Act, then include:

Default Charges and Attorneys' Fees. Lender shall be entitled to collect all statutory collection expenses incurred in the disposition of the Property and such other charges as are specifically authorized by *Wis. Stat.* Ch. 421 to 427, or if the Property is secured by a first lien real estate mortgage or its equivalent security interest as defined in *Wis. Stat.* Ch. 428, those expenses authorized by that chapter, including attorneys' fees, to the extent permitted. Assignor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Assignment. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses.

After Assignor has paid all sums secured by this Assignment, and Lender has terminated any commitments for future advances, Lender shall release this Assignment without charge to Assignor. Assignor agrees to pay for any recordation costs of such release.

Section - Payments Made On Assignor's Behalf

COND.ID03987. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

Payments Made On Assignor's Behalf. Amounts advanced on Assignor's behalf will be due and may be added to the Secured Debts. Lender will give Assignor written notice of Assignor's nonperformance and then Assignor will have a reasonable opportunity to perform before Lender adds the balance owing to the Secured Debts.

Otherwise

Payments Made On Assignor's Behalf. Amounts advanced on Assignor's behalf will be immediately due and may be added to the Secured Debts.

Section - Additional Documents

COND.ID04038. The property is located in New Jersey or the Wisconsin Consumer Act applies..

If Wisconsin Consumer Act, then include:

Additional Documents. Assignor will provide Lender any other correct and complete information Lender requests to effectively mortgage or convey the Property. Assignor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Assignor's obligations under this Assignment and Lender's lien status on the Property.

Section - Applicable Law; Severability; Interpretation

COND.ID04038. The property is located in New Jersey or the Wisconsin Consumer Act applies.

If Wisconsin Consumer Act, then include:

Applicable Law; Severability; Interpretation. This Assignment is governed by the laws of DTA.ID03677 except that repossession will be governed, to the extent permitted by Wis. Stat. § 421.201(5), as amended, by the laws of the jurisdiction where the Property is located, and of the United States of America. This Assignment is complete and fully integrated. This Assignment may not be amended or modified by oral agreement. Any section in this Assignment, attachments, or any agreement related to the Secured Debts that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Assignment cannot be enforced according to its terms, that section will be severed from the remaining provisions to the extent not prohibited by the Wisconsin Consumer Act and will not affect the enforceability of the remainder of this Assignment. Whenever used, the singular will include the plural and the plural the singular. The captions and headings of the sections of this Assignment are for convenience only and are not to be used in interpreting or defining the terms of this Assignment. Time is of the essence in this Assignment.

COND.ID04044. The property state is NOT New Jersey, AND (b) either (1) the property state is NOT Wisconsin, OR (2) the loan act is NOT the Wisconsin Consumer Act.

If the property state is Wisconsin and is not Wisconsin Consumer Act, then include:

Applicable Law. This Assignment is governed by the laws of DTA.ID03677, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

Section - Notice

COND.ID04038. The property is located in New Jersey or the Wisconsin Consumer Act applies.

If Wisconsin Consumer Act, then include:

Notice. Any statutorily required notice may be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Assignment, or to the last known address furnished to Lender by Assignor. Such a notice may be sent to only one address if all parties reside at that address and the notice is addressed to each party or, if required by Wis. Banking Rule 80.37, any party who resides at a different address shall be sent a separate notice.

Section - Amendment, Integration and Severability

COND.ID04044. The property state is NOT New Jersey, AND (b) either (1) the property state is NOT Wisconsin, OR (2) the loan act is NOT the Wisconsin Consumer Act.

If the property state is Wisconsin and is not Wisconsin Consumer Act, then include:

Amendment, Integration and Severability. This Assignment may not be amended or modified by oral agreement. No amendment or modification of this Assignment is effective unless made in writing and executed by Assignor and Lender. This Assignment and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Assignment is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

Section - Interpretation

COND.ID04044. The property state is NOT New Jersey, AND (b) either (1) the property state is NOT Wisconsin, OR (2) the loan act is NOT the Wisconsin Consumer Act.

If the property state is Wisconsin and is not Wisconsin Consumer Act, then include:

Interpretation. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Assignment.

Section - Wisconsin-Notice to Consumer

COND.ID04058. The Wisconsin Consumer Act applies.

If Wisconsin Consumer Act, then include:

NOTICE TO CONSUMER

1. DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED.

2. DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.
3. YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
4. YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THE LOAN AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

Section - Default

COND.ID05798. The loan is not payable on demand or the loan is a Texas home equity loan.

If Wisconsin Consumer Act, then include:

Assignor will be in default if any of the following events (known separately and collectively as an "Event of Default") occur, except as restricted by applicable law.

Otherwise

Assignor understands that Lender may demand payment anytime at Lender's discretion. For example, Lender may demand payment in full if any of the following events (known separately and collectively as "Event of Default") occur, except as restricted by applicable law.

Section - Notice and Additional Documents

COND.ID04048. The property is not located in California, New Jersey, South Dakota, Washington or Wisconsin OR the property is in Wisconsin, AND the loan act is NOT the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

Notice, Additional Documents and Recording Fees. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed at the beginning of this document, or to any other address designated in writing. Notice to one Assignor will be deemed to be notice to all Assignors. Assignor will inform Lender in writing of any change in Assignor's name, address or other application information. Assignor will provide Lender any other correct and complete information Lender requests to effectively mortgage or convey the Property. Assignor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Assignment. Assignor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Assignor's obligations under this Assignment and to confirm Lender's lien status on any Property, and Assignor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

Section - Assignor's Copy

COND.ID08883. Wisconsin Consumer Act applies.

If Wisconsin Consumer Act, then include:

Assignor's Copy. Assignor shall be furnished an exact copy of the Note and of this Assignment at the time of execution.

8. AssignmentOfLifeInsurancePolicy

Select if a life insurance policy is used as collateral for a loan or a guaranty and the collateral is not located in Minnesota or New Jersey, or is located in Wisconsin but not subject to the Wisconsin Consumer Act. In a modification transaction, only select if there is such collateral that is being added in the modification.

Note: If Wisconsin Consumer Act is passed this form will not select.

Section - Additional Documents

COND.ID04038. The property is located in New Jersey or the Wisconsin Consumer Act applies.

If Wisconsin Consumer Act, then include:

Additional Documents. Assignor will provide Lender any other correct and complete information Lender requests to effectively mortgage or convey the Property. Assignor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Assignor's obligations under this Assignment and Lender's lien status on the Property.

Section - Signatures

COND.ID00110. The Wisconsin Consumer Act applies, open-ended credit does not apply, and an exportation of an interest rate from another jurisdiction has not been used to obtain the interest rate for this loan.

If is Wisconsin Consumer Act, the transaction is a closed end and an exportation of an interest rate has not been used, then include:

- Do not sign this before you read the writing on the reverse side, even if otherwise advised. You are entitled to a copy of this agreement.
- Do not sign this if it contains any blank spaces.
- You have the right at any time to pay in advance the unpaid balance due under the loan and you may be entitled to a partial refund of the Finance Charge.

COND.ID00111. The Wisconsin Consumer Act applies, open-ended credit does not apply, and an exportation of an interest rate from another jurisdiction has been used to obtain the interest rate for this loan.

If is Wisconsin Consumer Act, the transaction is a closed end and an exportation of an interest rate has been used, then include:

- Do not sign this before you read the writing on the reverse side, even if otherwise advised.
- Do not sign this if it contains any blank spaces.
- You are entitled to an exact copy of any agreement you sign.

9. AssignmentOfLifeInsurancePolicyWI

Select if a life insurance policy is used as collateral for a loan or a guaranty, the collateral is located in Wisconsin and the Wisconsin Consumer Act applies. In a modification transaction, only select if there is such collateral that is being added in the modification.

Note: If Wisconsin Consumer Act is not passed this form will not select.

10. Credit Agreement HE Fixed Draw

This document prints N/A if a lender fails to pass a required field. WI Stat. Section 422.304.

Section - Default

COND.ID00297. The lender is using Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

I fail to make a full payment when due on two or more occasions within any 12-month period.

Otherwise

I fail to make a payment as required by this Agreement.

Section - Notice of Default and Right to Cure

COND.ID00297. The lender is using Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

Notice of Default and Right to Cure. If you believe I am in default and I have a right to cure the default under the *Wisconsin Consumer Act*, you will give me a written notice of the default and right to cure. I may cure my default, except if twice during the preceding 12 months, I defaulted under this same Agreement, you properly notified me of the defaults and right to cure, and I cured these prior defaults. I may cure the default within 15 days after you mail or personally deliver this notice to me. Until this 15-day period ends, you may not exercise your remedies, except for those which the Wisconsin Consumer Act permits during this time.

Section - Remedies

COND.ID00297. The lender is using Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

After I default, and after you give any notice and opportunity to cure when required under the *Wisconsin Consumer Act*, you may at your option do any of the following:

- You may terminate this Line of Credit and make all or any part of the amount owing by the terms of this Agreement due.
- You may temporarily or permanently prohibit any additional advances.
- You may make amounts advanced on my behalf due, and you may add these amounts to the Loan Account Balance. If the Property is perishable and threatening to decline speedily in value, you are not required to give me notice before you add the amount to the balance owing under the terms of this Agreement. In all other cases, you will give me written notice of my nonperformance and then I will have a reasonable opportunity to perform before you add the amount to the balance owing under the terms of this Agreement.

- You may use any and all remedies you have under applicable law or any agreement securing this Agreement.

Otherwise

After I default, and after you give any legally required notice and opportunity to cure, you may at your option do any of the following:

- You may terminate this Line of Credit and make all or any part of the amount owing by the terms of this Agreement immediately due.
- You may temporarily or permanently prohibit any additional advances.
- You may temporarily or permanently reduce the Credit Limit.
- You may demand additional security or additional parties to be obligated to pay this Agreement.
- You may make a claim for any and all insurance benefits or refunds that may be available on my default.
- You may make amounts advanced on my behalf immediately due, and you may add these amounts to the Loan Account Balance.
- You may use any and all remedies you have under applicable law or any agreement securing this Agreement.

Section - Default Charges and Attorneys' Fees

COND.ID00297. The lender is using Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

Default Charges and Attorneys' Fees. If I default, I agree to pay all attorneys' fees and statutory default charges incurred when and to the extent authorized by either the *Wisconsin Consumer Act* or chapter 428 of the *Wisconsin Statutes*, applicable to certain first lien mortgage loans or similar loans. If neither of these statutes applies, I agree to pay all costs and expenses incurred by you in collecting, enforcing or protecting your rights and remedies under this Agreement. To the extent permitted by the *United States Bankruptcy Code*, this section applies when anyone obligated under the Line of Credit is subject to a voluntary or involuntary bankruptcy proceeding under a court exercising jurisdiction under the United States Bankruptcy Code.

Section - Waivers and Consent

COND.ID00297. The lender is using Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

Waivers and Consent. To the extent not prohibited by law and subject to any required notice and opportunity to cure a default for the failure to make a required payment, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor. In addition, subject to *Wis. Stat. Ann. §422.407*, as amended, I will not assert my claims or defenses, arising out of the Line of Credit, against any person to whom you assign your rights under the Line of Credit (the "assignee") if the assignee: is unrelated to you, acquires the Line of Credit in good faith and for value, gives me a notice of the assignment, and has not received notice from me of my claims or defenses within 12 months after the assignee mailed me the notice of assignment. No delay or forbearance on your part in exercising any of your rights

or remedies will be construed as a waiver by you, unless such waiver is in writing and is signed by you.

Otherwise

Waivers and Consent. To the extent not prohibited by law and except for any required notice of right to cure for the failure to make a required payment, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor. To the extent not prohibited by law, I and any other party to this Line of Credit, also consent to the following actions that you may take, and waive defenses that may be available based on these actions, or based on the status of a party to this Line of Credit.

- You may renew or extend payments on this Agreement, regardless of the number of such renewals or extensions.
- You may release any Borrower or other person who may be liable for the indebtedness under this Agreement.
- You may release, substitute or impair any Property securing this Agreement.
- You may invoke your right of set-off.
- You may enter into any sales or repurchases of this Agreement to any person in any amounts and I waive notice of such sales or repurchases.
- I agree that any Borrower is authorized to modify the terms of this Agreement or any other Line of Credit document.
- You may inform any party who guarantees this Line of Credit of any loan accommodations, renewals, extensions, modifications, substitutions, or future advances.

No delay or forbearance on your part in exercising any of your rights or remedies will be construed as a waiver by you, unless such waiver is in writing and is signed by you.

Section - Integration and Severability

COND.ID00297. The lender is using Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

Integration and Severability. This Agreement is the complete and final expression of the agreement. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable unless otherwise provided by the *Wisconsin Consumer Act*.

Otherwise

Integration and Severability. This Agreement is the complete and final expression of the agreement. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

Section - Notice, Financial Reports, and Additional Documents

COND.ID00297. The lender is using Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

Notice, Financial Reports, and Additional Documents. Any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address above, or to any other address designated in writing. For any notice that is required by the *Wisconsin Consumer Act*, you will send any notices to only one address if all Borrowers reside at that address and the notice is addressed to each of these Borrowers, and you will also send separate notices to any other Borrower who resides at a different address. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Line of Credit and to confirm your lien status on any Property. Time is of the essence.

Otherwise

Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address above, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Line of Credit and to confirm your lien status on any Property. Time is of the essence.

11. CreditAgreementHEFixedDrawRepay

This document prints N/A if a lender fails to pass a required field. TX Constitution Section 50(a)(6)(Q)(iii).

Section - Payments

COND.ID00297. The lender is using Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

I fail to make a full payment when due on two or more occasions within any 12-month period.

Otherwise

I fail to make a payment as required by this Agreement.

Section - Notice of Default and Right to Cure

COND.ID00297. The lender is using Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

Notice of Default and Right to Cure. If you believe I am in default and I have a right to cure the default under the *Wisconsin Consumer Act*, you will give me a written notice of the default and right to cure. I may cure my default, except if twice during the preceding 12 months, I defaulted under this same Agreement, you properly notified me of the defaults and right to cure, and I cured these prior defaults. I may cure the default within 15 days after you mail or personally deliver this notice to me. Until this 15-day period ends, you may not exercise your remedies, except for those which the Wisconsin Consumer Act permits during this time.

Section - Remedies

COND.ID00297. The lender is using Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

After I default, and after you give any notice and opportunity to cure when required under the Wisconsin Consumer Act, you may at your option do any of the following:

- You may terminate this Line of Credit and make all or any part of the amount owing by the terms of this Agreement due.
- You may temporarily or permanently prohibit any additional advances.
- You may make amounts advanced on my behalf due, and you may add these amounts to the Loan Account Balance. If the Property is perishable and threatening to decline speedily in value, you are not required to give me notice before you add the amount to the balance owing under the terms of this Agreement. In all other cases, you will give me written notice of my nonperformance and then I will have a reasonable opportunity to perform before you add the amount to the balance owing under the terms of this Agreement.
- You may use any and all remedies you have under applicable law or any agreement securing this Agreement.

Otherwise

After I default, and after you give any legally required notice and opportunity to cure, you may at your option do any of the following:

- You may terminate this Line of Credit and make all or any part of the amount owing by the terms of this Agreement immediately due.
- You may temporarily or permanently prohibit any additional advances.
- You may temporarily or permanently reduce the Credit Limit.
- You may demand additional security or additional parties to be obligated to pay this Agreement.
- You may make a claim for any and all insurance benefits or refunds that may be available on my default.
- You may make amounts advanced on my behalf immediately due, and you may add these amounts to the Loan Account Balance.
- You may use any and all remedies you have under applicable law or any agreement securing this Agreement.

Section - Default Charges and Attorneys' Fees

COND.ID00297. The lender is using Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

Default Charges and Attorneys' Fees. If I default, I agree to pay all attorneys' fees and statutory default charges incurred when and to the extent authorized by either the *Wisconsin Consumer Act* or chapter 428 of the *Wisconsin Statutes*, applicable to certain first lien mortgage loans or similar loans. If neither of these statutes applies, I agree to pay all costs and expenses incurred by you in collecting, enforcing or protecting your rights and remedies under this Agreement. To the extent permitted by the *United States Bankruptcy Code*, this section applies when anyone obligated under the Line of Credit is subject to a voluntary or involuntary bankruptcy proceeding under a court exercising jurisdiction under the United States Bankruptcy Code.

Section - Waivers and Consent

COND.ID00297. The lender is using Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

To the extent not prohibited by law and subject to any required notice and opportunity to cure a default for the failure to make a required payment, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor. In addition, subject to *Wis. Stat. Ann. §422.407*, as amended, I will not assert my claims or defenses, arising out of the Line of Credit, against any person to whom you assign your rights under the Line of Credit (the "*assignee*") if the assignee: is unrelated to you, acquires the Line of Credit in good faith and for value, gives me a notice of the assignment, and has not received notice from me of my claims or defenses within 12 months after the assignee mailed me the notice of assignment. No delay or forbearance on your part in exercising any of your rights or remedies will be construed as a waiver by you, unless such waiver is in writing and is signed by you.

Otherwise

To the extent not prohibited by law and except for any required notice of right to cure for the failure to make a required payment, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor. To the extent not prohibited by law, I and any other party to this Line of Credit, also consent to the following actions that you may take, and waive defenses that may be available based on these actions, or based on the status of a party to this Line of Credit.

- You may renew or extend payments on this Agreement, regardless of the number of such renewals or extensions.
- You may release any Borrower or other person who may be liable for the indebtedness under this Agreement.
- You may release, substitute or impair any Property securing this Agreement.
- You may invoke your right of set-off.
- You may enter into any sales or repurchases of this Agreement to any person in any amounts and I waive notice of such sales or repurchases.
- I agree that any Borrower is authorized to modify the terms of this Agreement or any other Line of Credit document.

- You may inform any party who guarantees this Line of Credit of any loan accommodations, renewals, extensions, modifications, substitutions, or future advances.

No delay or forbearance on your part in exercising any of your rights or remedies will be construed as a waiver by you, unless such waiver is in writing and is signed by you.

Section - Integration and Severability

COND.ID00297. The lender is using Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

This Agreement is the complete and final expression of the agreement. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable unless otherwise provided by the *Wisconsin Consumer Act*.

Otherwise

This Agreement is the complete and final expression of the agreement. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

Section - Notice, Financial Reports, and Additional Documents

COND.ID00297. The lender is using Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

Any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address above, or to any other address designated in writing. For any notice that is required by the *Wisconsin Consumer Act*, you will send any notices to only one address if all Borrowers reside at that address and the notice is addressed to each of these Borrowers, and you will also send separate notices to any other Borrower who resides at a different address. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Line of Credit and to confirm your lien status on any Property. Time is of the essence.

Otherwise

Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address above, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Line of Credit and to confirm your lien status on any Property. Time is of the essence.

12. CreditAgreementHEVariableDraw

This document prints N/A if a lender fails to pass a required field. WI Stat. Section 422.304.

Section - Definitions

COND.ID00297. The lender is using Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

- **Pronouns.** The pronouns *"I"*, *"me"* and *"my"* refer to all Borrowers and Cosigners signing this Agreement, jointly and individually, and each other person or legal entity that agrees to pay this Agreement. *"You"* and *"your"* refer to the Lender, or any person or legal entity that acquires an interest in the Line of Credit.
- **Agreement.** *"Agreement"* refers to this DTA.ID00065, and any extensions, renewals, modifications or substitutions of it.
- **Approved Index.** An *"Approved Index"* is a variable rate index which Wisconsin's secretary of financial institutions has approved, you cannot control, and I may verify.
- **Billing Cycle.** *"Billing Cycle"* means the interval between the days or dates of regular periodic statements.
- **Credit Limit.** *"Credit Limit"* means the maximum amount of principal you will permit me to owe you under this Line of Credit, at any one time. My Credit Limit is stated at the top of this Agreement.
- **Line of Credit.** *"Line of Credit"* refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures, and this Agreement.
- **Loan Account Balance.** *"Loan Account Balance"* means the sum of the unpaid principal balance advanced under the terms of this Agreement, finance charges, fees and other charges that are due, and other amounts advanced to me or others under the terms of this Line of Credit.
- **Property.** *"Property"* means any real or personal property that secures my obligations under this Line of Credit. Other important terms are defined throughout this Agreement.

Otherwise

- **Pronouns.** The pronouns *"I"*, *"me"* and *"my"* refer to all Borrowers and Cosigners signing this Agreement, jointly and individually, and each other person or legal entity that agrees to pay this Agreement. *"You"* and *"your"* refer to the Lender, or any person or legal entity that acquires an interest in the Line of Credit.
- **Agreement.** *"Agreement"* refers to this DTA.ID00065, and any extensions, renewals, modifications or substitutions of it.
- **Billing Cycle.** *"Billing Cycle"* means the interval between the days or dates of regular periodic statements.
- **Credit Limit.** *"Credit Limit"* means the maximum amount of principal you will permit me to owe you under this Line of Credit, at any one time. My Credit Limit is stated at the top of this Agreement.
- **Line of Credit.** *"Line of Credit"* refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures, and this Agreement.
- **Loan Account Balance.** *"Loan Account Balance"* means the sum of the unpaid principal balance advanced under the terms of this Agreement, finance charges, fees and other charges that are due, and other amounts advanced to me or others under the terms of this Line of Credit.

- **Property.** “*Property*” means any real or personal property that secures my obligations under this Line of Credit. Other important terms are defined throughout this Agreement.

Section - Carryover

COND.ID00297. The lender is using Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

Any annual percentage rate increases or decreases not implemented by you either because of periodic, annual or lifetime rate caps, or because of a statutory limitation, may be carried over to subsequent rate adjustment periods and may be implemented to the extent not offset by opposite movement in the Index rate. If this occurs, the annual percentage rate will not relate to the Index rate in the manner described. When you have adjusted the annual percentage rate to take advantage of all increases or decreases in the Index rate, the initial relationship between the Index rate and the annual percentage rate will resume.

Section - Periodic Limits

COND.ID00297. The lender is using Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

Periodic Limits. The ANNUAL PERCENTAGE RATE cannot increase by more than DTA.ID00748 or decrease by more than DTA.ID00147, and any carryover if the Index is not an Approved Index.

Otherwise

The ANNUAL PERCENTAGE RATE cannot increase by more than DTA.ID00748 percentage points (DTA.ID00167 or decrease by more than DTA.ID00147 percentage points)
DTA.ID00168.

Section - Payments

COND.ID00297. The lender is using Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

I fail to make a full payment when due on two or more occasions within any 12-month period.

Otherwise

I fail to make a payment as required by this Agreement.

Section - Notice of Default and Right to Cure

COND.ID00297. The lender is using Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

Notice of Default and Right to Cure. If you believe I am in default and I have a right to cure the default under the *Wisconsin Consumer Act*, you will give me a written notice of the default and right to cure. I may cure my default, except if twice during the preceding 12 months, I defaulted under this same Agreement, you properly notified me of the

defaults and right to cure, and I cured these prior defaults. I may cure the default within 15 days after you mail or personally deliver this notice to me. Until this 15-day period ends, you may not exercise your remedies, except for those which the Wisconsin Consumer Act permits during this time.

Section - Remedies

COND.ID00297. The lender is using Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

After I default, and after you give any notice and opportunity to cure when required under the *Wisconsin Consumer Act*, you may at your option do any of the following:

- You may terminate this Line of Credit and make all or any part of the amount owing by the terms of this Agreement due.
- You may temporarily or permanently prohibit any additional advances.
- You may make amounts advanced on my behalf due, and you may add these amounts to the Loan Account Balance. If the Property is perishable and threatening to decline speedily in value, you are not required to give me notice before you add the amount to the balance owing under the terms of this Agreement. In all other cases, you will give me written notice of my nonperformance and then I will have a reasonable opportunity to perform before you add the amount to the balance owing under the terms of this Agreement.
- You may use any and all remedies you have under applicable law or any agreement securing this Agreement.

Otherwise

After I default, and after you give any legally required notice and opportunity to cure, you may at your option do any of the following:

- You may terminate this Line of Credit and make all or any part of the amount owing by the terms of this Agreement immediately due.
- You may temporarily or permanently prohibit any additional advances.
- You may temporarily or permanently reduce the Credit Limit.
- You may demand additional security or additional parties to be obligated to pay this Agreement.
- You may make a claim for any and all insurance benefits or refunds that may be available on my default.
- You may make amounts advanced on my behalf immediately due, and you may add these amounts to the Loan Account Balance.
- You may use any and all remedies you have under applicable law or any agreement securing this Agreement.

Section - Default Charges and Attorneys' Fees

COND.ID00297. The lender is using Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

Default Charges and Attorneys' Fees. If I default, I agree to pay all attorneys' fees and statutory default charges incurred when and to the extent authorized by either the *Wisconsin Consumer Act* or chapter 428 of the *Wisconsin Statutes*, applicable to certain

first lien mortgage loans or similar loans. If neither of these statutes applies, I agree to pay all costs and expenses incurred by you in collecting, enforcing or protecting your rights and remedies under this Agreement. To the extent permitted by the *United States Bankruptcy Code*, this section applies when anyone obligated under the Line of Credit is subject to a voluntary or involuntary bankruptcy proceeding under a court exercising jurisdiction under the United States Bankruptcy Code.

Section - Waivers and Consent

COND.ID00297. The lender is using Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

Waivers and Consent. To the extent not prohibited by law and subject to any required notice and opportunity to cure a default for the failure to make a required payment, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor. In addition, subject to *Wis. Stat. Ann. §422.407*, as amended, I will not assert my claims or defenses, arising out of the Line of Credit, against any person to whom you assign your rights under the Line of Credit (the "assignee") if the assignee: is unrelated to you, acquires the Line of Credit in good faith and for value, gives me a notice of the assignment, and has not received notice from me of my claims or defenses within 12 months after the assignee mailed me the notice of assignment. No delay or forbearance on your part in exercising any of your rights or remedies will be construed as a waiver by you, unless such waiver is in writing and is signed by you.

Otherwise

To the extent not prohibited by law and except for any required notice of right to cure for the failure to make a required payment, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor. To the extent not prohibited by law, I and any other party to this Line of Credit, also consent to the following actions that you may take, and waive defenses that may be available based on these actions, or based on the status of a party to this Line of Credit.

- You may renew or extend payments on this Agreement, regardless of the number of such renewals or extensions.
- You may release any Borrower or other person who may be liable for the indebtedness under this Agreement.
- You may release, substitute or impair any Property securing this Agreement.
- You may invoke your right of set-off.
- You may enter into any sales or repurchases of this Agreement to any person in any amounts and I waive notice of such sales or repurchases.
- I agree that any Borrower is authorized to modify the terms of this Agreement or any other Line of Credit document.
- You may inform any party who guarantees this Line of Credit of any loan accommodations, renewals, extensions, modifications, substitutions, or future advances.

No delay or forbearance on your part in exercising any of your rights or remedies will be construed as a waiver by you, unless such waiver is in writing and is signed by you.

Section - Integration and Severability

COND.ID00297. The lender is using Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

Integration and Severability. This Agreement is the complete and final expression of the agreement. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable unless otherwise provided by the *Wisconsin Consumer Act*.

Otherwise

Integration and Severability. This Agreement is the complete and final expression of the agreement. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

Section - Notice, Financial Reports, and Additional Documents

COND.ID00297. The lender is using Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

Any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address above, or to any other address designated in writing. For any notice that is required by the *Wisconsin Consumer Act*, you will send any notices to only one address if all Borrowers reside at that address and the notice is addressed to each of these Borrowers, and you will also send separate notices to any other Borrower who resides at a different address. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Line of Credit and to confirm your lien status on any Property. Time is of the essence.

Otherwise

Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address above, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Line of Credit and to confirm your lien status on any Property. Time is of the essence.

13. CreditAgreementHEVariableDrawRepay

This document prints N/A if a lender fails to pass a required field. WI Stat. Section 422.304.

Section - Definitions

COND.ID00297. The lender is using Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

- **Pronouns.** The pronouns *"I"*, *"me"* and *"my"* refer to all Borrowers and Cosigners signing this Agreement, jointly and individually, and each other person or legal entity that agrees to pay this Agreement. *"You"* and *"your"* refer to the Lender, or any person or legal entity that acquires an interest in the Line of Credit.
- **Agreement.** *"Agreement"* refers to this DTA.ID00065, and any extensions, renewals, modifications or substitutions of it.
- **Approved Index.** An *"Approved Index"* is a variable rate index which Wisconsin's secretary of financial institutions has approved, you cannot control, and I may verify.
- **Billing Cycle.** *"Billing Cycle"* means the interval between the days or dates of regular periodic statements.
- **Credit Limit.** *"Credit Limit"* means the maximum amount of principal you will permit me to owe you under this Line of Credit, at any one time. My Credit Limit is stated at the top of this Agreement.
- **Line of Credit.** *"Line of Credit"* refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures, and this Agreement.
- **Loan Account Balance.** *"Loan Account Balance"* means the sum of the unpaid principal balance advanced under the terms of this Agreement, finance charges, fees and other charges that are due, and other amounts advanced to me or others under the terms of this Line of Credit.
- **Property.** *"Property"* means any real or personal property that secures my obligations under this Line of Credit. Other important terms are defined throughout this Agreement.

Otherwise

- **Pronouns.** The pronouns *"I"*, *"me"* and *"my"* refer to all Borrowers and Cosigners signing this Agreement, jointly and individually, and each other person or legal entity that agrees to pay this Agreement. *"You"* and *"your"* refer to the Lender, or any person or legal entity that acquires an interest in the Line of Credit.
- **Agreement.** *"Agreement"* refers to this DTA.ID00065, and any extensions, renewals, modifications or substitutions of it.
- **Billing Cycle.** *"Billing Cycle"* means the interval between the days or dates of regular periodic statements.
- **Credit Limit.** *"Credit Limit"* means the maximum amount of principal you will permit me to owe you under this Line of Credit, at any one time. My Credit Limit is stated at the top of this Agreement.
- **Line of Credit.** *"Line of Credit"* refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures, and this Agreement.
- **Loan Account Balance.** *"Loan Account Balance"* means the sum of the unpaid principal balance advanced under the terms of this Agreement, finance charges, fees and other charges that are due, and other amounts advanced to me or others under the terms of this Line of Credit.
- **Property.** *"Property"* means any real or personal property that secures my obligations under this Line of Credit. Other important terms are defined throughout this Agreement.

Section - Carryover

COND.ID00297. The lender is using Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

If this Agreement does *not* provide for an Approved Index, then any annual percentage rate carry over is subject to a statutory limitation. Under this statutory limitation, any carry over amount may only be carried over from one 12-month period to the succeeding 12-month period. In addition, the carry over amount may not exceed the lesser of: 1 percent, or the difference between the annual percentage rate at the beginning of the prior 12-month period plus 2 percent, and the highest rate actually imposed during the prior 12-month period.

Section - Periodic Limits

COND.ID00297. The lender is using Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

The **ANNUAL PERCENTAGE RATE** cannot increase by more than DTA.ID00148 percentage points (DTA.ID00167 or decrease by more than DTA.ID00147 percentage points) DTA.ID00168, and any carryover if the Index is not an Approved Index.

Otherwise

The **ANNUAL PERCENTAGE RATE** cannot increase by more than DTA.ID00148 percentage points (DTA.ID00167 or decrease by more than DTA.ID00147 percentage points) DTA.ID00168.

Section - Payments

COND.ID00297. The lender is using Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

I fail to make a full payment when due on two or more occasions within any 12-month period.

Otherwise

I fail to make a payment as required by this Agreement.

Section - Notice of Default and Right to Cure

COND.ID00297. The lender is using Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

Notice of Default and Right to Cure. If you believe I am in default and I have a right to cure the default under the *Wisconsin Consumer Act*, you will give me a written notice of the default and right to cure. I may cure my default, except if twice during the preceding 12 months, I defaulted under this same Agreement, you properly notified me of the defaults and right to cure, and I cured these prior defaults. I may cure the default within 15 days after you mail or personally deliver this notice to me. Until this 15-day period ends, you may not exercise your remedies, except for those which the Wisconsin Consumer Act permits during this time.

Section - Remedies

COND.ID00297. The lender is using Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

After I default, and after you give any notice and opportunity to cure when required under the Wisconsin Consumer Act, you may at your option do any of the following:

- You may terminate this Line of Credit and make all or any part of the amount owing by the terms of this Agreement due.
- You may temporarily or permanently prohibit any additional advances.
- You may make amounts advanced on my behalf due, and you may add these amounts to the Loan Account Balance. If the Property is perishable and threatening to decline speedily in value, you are not required to give me notice before you add the amount to the balance owing under the terms of this Agreement. In all other cases, you will give me written notice of my nonperformance and then I will have a reasonable opportunity to perform before you add the amount to the balance owing under the terms of this Agreement.
- You may use any and all remedies you have under applicable law or any agreement securing this Agreement.

Except as otherwise required by law, by choosing a remedy you do not give up your right to use another remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

Otherwise

After I default, and after you give any legally required notice and opportunity to cure, you may at your option do any of the following:

- You may terminate this Line of Credit and make all or any part of the amount owing by the terms of this Agreement immediately due.
- You may temporarily or permanently prohibit any additional advances.
- You may temporarily or permanently reduce the Credit Limit.
- You may demand additional security or additional parties to be obligated to pay this Agreement.
- You may make a claim for any and all insurance benefits or refunds that may be available on my default.
- You may make amounts advanced on my behalf immediately due, and you may add these amounts to the Loan Account Balance.
- You may use any and all remedies you have under applicable law or any agreement securing this Agreement.

Except as otherwise required by law, by choosing a remedy you do not give up your right to use another remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

Section - Default Charges and Attorneys' Fees

COND.ID00297. The lender is using Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

Default Charges and Attorneys' Fees. If I default, I agree to pay all attorneys' fees and statutory default charges incurred when and to the extent authorized by either the *Wisconsin Consumer Act* or chapter 428 of the *Wisconsin Statutes*, applicable to certain first lien mortgage loans or similar loans. If neither of these statutes applies, I agree to pay all costs and expenses incurred by you in collecting, enforcing or protecting your rights and remedies under this Agreement. To the extent permitted by the *United States Bankruptcy Code*, this section applies when anyone obligated under the Line of Credit is subject to a voluntary or involuntary bankruptcy proceeding under a court exercising jurisdiction under the United States Bankruptcy Code.

Otherwise

To the extent not prohibited by law and subject to any required notice and opportunity to cure a default for the failure to make a required payment, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor. In addition, subject to *Wis. Stat. Ann. §422.407*, as amended, I will not assert my claims or defenses, arising out of the Line of Credit, against any person to whom you assign your rights under the Line of Credit (the "*assignee*") if the assignee: is unrelated to you, acquires the Line of Credit in good faith and for value, gives me a notice of the assignment, and has not received notice from me of my claims or defenses within 12 months after the assignee mailed me the notice of assignment. No delay or forbearance on your part in exercising any of your rights or remedies will be construed as a waiver by you, unless such waiver is in writing and is signed by you.

Section - Integration and Severability

COND.ID00297. The lender is using Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

This Agreement is the complete and final expression of the agreement. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable unless otherwise provided by the *Wisconsin Consumer Act*.

Otherwise

This Agreement is the complete and final expression of the agreement. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

Section - Notice, Financial Reports, and Additional Documents

COND.ID00297. The lender is using Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

Notice, Financial Reports, and Additional Documents. Any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address above, or to any other address designated in writing. For any notice that is required by the *Wisconsin Consumer Act*, you will send any notices to only one address if all Borrowers reside at that address and the notice is addressed to each of these Borrowers, and you will also send

separate notices to any other Borrower who resides at a different address. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Line of Credit and to confirm your lien status on any Property. Time is of the essence.

Otherwise

Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address above, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Line of Credit and to confirm your lien status on any Property. Time is of the essence.

14. CreditAgreementOLFixedDraw

This document prints N/A if a lender fails to pass a required field. WI Stat. Section 422.304.

Section - Collection Expenses and Attorneys' Fees

COND.ID00368. The loan act is NOT the Wisconsin Consumer Act.

If the applicable law state is Wisconsin and is not Wisconsin Consumer Act is passed, then include:

Collection Expenses and Attorneys' Fees. On or after Default, to the extent permitted by law, I agree to pay the following:

COND.ID00369. The applicable law state is Wisconsin and the loan act is NOT the Wisconsin Consumer Act.

If the applicable law state is Wisconsin and is not Wisconsin Consumer Act is passed, then include:

All costs and expenses incurred by you in collecting, enforcing or protecting your rights and remedies under this Agreement. To the extent permitted by the *United States Bankruptcy Code*, this section applies when anyone obligated under the Line of Credit is subject to a voluntary or involuntary bankruptcy proceeding under a court exercising jurisdiction under the Bankruptcy Code.

Section - Default

COND.ID367. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

- **Payments.** I fail to make a full payment when due on two or more occasions within any 12-month period.

- **Failure of Condition.** I fail to observe any other covenant, the breach of which materially impairs the condition, value or protection of, or your right in, any Property, or materially impairs my prospect to pay amounts due.

COND.ID00455. (a) The loan act is not Wisconsin Consumer Act, and (b) either (1) the governing law state is not Iowa, or (2) the loan act is not the Uniform Consumer Credit Code.

If the applicable law state is Wisconsin and Wisconsin Consumer Act is passed, then include:

Payments. I fail to make a payment as required by this Agreement.

Section - Insecurity

COND.ID00455. (a) The loan act is not Wisconsin Consumer Act, and (b) either (1) the governing law state is not Iowa, or (2) the loan act is not the Uniform Consumer Credit Code.

If the applicable law state is Wisconsin and Wisconsin Consumer Act is not passed, then include:

Insecurity. Anything else happens that causes you to reasonably believe that the prospect of payment or performance is impaired, or that the value of the Property is significantly impaired.

Section - Notice of Default and Right to Cure

COND.ID367. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

Notice of Default and Right to Cure. If you believe I am in default and I have a right to cure the default under the *Wisconsin Consumer Act*, you will give me a written notice of the default and right to cure. I may cure my default, except if twice during the preceding 12 months, I defaulted under this same Agreement, you properly notified me of the defaults and right to cure, and I cured these prior defaults. I may cure the default within 15 days after you mail or personally deliver this notice to me. Until this 15-day period ends, you may not exercise your remedies, except for those which the *Wisconsin Consumer Act* permits during this time.

Section - Remedies

COND.ID367. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

After I default, and after you give any notice and opportunity to cure when required under the *Wisconsin Consumer Act*, you may at your option, to the extent permitted by law, do any of the following:

- You may terminate this Line of Credit and make all or any part of the amount owing by the terms of this Agreement due.
- You may temporarily or permanently prohibit any additional advances.
- You may make amounts advanced on my behalf due, and you may add these amounts to the Loan Account Balance. If the Property is perishable and threatening to decline speedily in value, you are not required to give me notice before you add these amounts to the Loan Account Balance. In all other cases, you will give me

written notice of my nonperformance and then I will have a reasonable opportunity to perform before you add these amounts to the Loan Account Balance.

- You may use any and all remedies you have under applicable law or any agreement securing this Agreement.

Except as otherwise required by law, by choosing a remedy you do not give up your right to use another remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

Otherwise

After I default, and after you give any legally required notice and opportunity to cure, you may at your option, to the extent permitted by law, do any of the following:

- You may terminate this Line of Credit and make all or any part of the amount owing by the terms of this Agreement immediately due.
- You may temporarily or permanently prohibit any additional advances.
- You may temporarily or permanently reduce the Credit Limit.
- You may demand additional security or additional parties to be obligated to pay this Agreement.
- You may make a claim for any and all insurance benefits or refunds that may be available on my default.
- You may make amounts advanced on my behalf immediately due, and you may add these amounts to the Loan Account Balance.
- You may use any and all remedies you have under applicable law or any agreement securing this Agreement.

Except as otherwise required by law, by choosing a remedy you do not give up your right to use another remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

Section - Default Charges and Attorneys' Fees

COND.ID367. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

Default Charges and Attorneys' Fees. If I default, I agree to pay your statutory fees and charges and statutory attorneys' fees when and to the extent authorized by the *Wisconsin Consumer Act*. Fees and charges include, but are not limited to, the disposition of any Property under *Wis. Stat. Ann. § 422.413*, as amended. To the extent permitted by the *United States Bankruptcy Code*, this section applies when anyone obligated under this Agreement is subject to a voluntary or involuntary bankruptcy proceeding under a court exercising jurisdiction under the *United States Bankruptcy Code*.

Section - Set-Off

COND.ID367. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

Set-Off. You may set-off any amount due and payable under the terms of this Agreement against my right to receive money from you, unless prohibited by applicable law. For example, your right of set-off will not apply if I may obtain credit under this Agreement by using a credit card.

Otherwise

You may set-off any amount due and payable under the terms of this Agreement against my right to receive money from you, unless prohibited by applicable law. For example, your right of set-off will not apply if I may obtain credit under this Agreement by using a credit card.

Section - Waivers and Consent

COND.ID367. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

Waivers and Consent. To the extent not prohibited by law and subject to any required notice and opportunity to cure a default for the failure to make a required payment, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor. In addition, subject to *Wis. Stat. Ann. §422.407*, as amended, I will not assert my claims or defenses, arising out of the Line of Credit, against any person to whom you assign your rights under the Line of Credit (the "*assignee*") if the assignee: is unrelated to you, acquires the Line of Credit in good faith and for value, gives me a notice of the assignment, and has not received notice from me of my claims or defenses within 12 months after the assignee mailed me the notice of assignment. No delay or forbearance on your part in exercising any of your rights or remedies will be construed as a waiver by you, unless such waiver is in writing and is signed by you.

Otherwise

To the extent not prohibited by law and except for any required notice of right to cure for the failure to make a required payment, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor. To the extent not prohibited by law, I and any other party to this Line of Credit, also consent to the following actions that you may take, and waive defenses that may be available based on these actions, or based on the status of a party to this Line of Credit.

- You may renew or extend payments on this Agreement, regardless of the number of such renewals or extensions.
- You may release any Borrower or other person who may be liable for the indebtedness under this Agreement.
- You may release, substitute or impair any Property securing this Agreement.
- You may invoke your right of set-off.
- You may enter into any sales or repurchases of this Agreement to any person in any amounts and I waive notice of such sales or repurchases.
- I agree that any Borrower is authorized to modify the terms of this Agreement or any other Line of Credit document.
- You may inform any party who guarantees this Line of Credit of any loan accommodations, renewals, extensions, modifications, substitutions, or future advances.

No delay or forbearance on your part in exercising any of your rights or remedies will be construed as a waiver by you, unless such waiver is in writing and is signed by you.

Section - Integration and Severability

COND.ID367. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

This Agreement is the complete and final expression of our agreement. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable, unless otherwise provided by the *Wisconsin Consumer Act*.

Otherwise

This Agreement is the complete and final expression of our agreement. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

Section - Notice, Financial Reports and Additional Documents

COND.ID367. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

Any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address above, or to any other address designated in writing. For any notice that is required by the *Wisconsin Consumer Act*, you will send any notices to only one address if all Borrowers reside at that address and the notice is addressed to each of these Borrowers, and you will also send separate notices to any other Borrower who resides at a different address. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver and file any additional documents or certifications that you may consider necessary to perfect, continue and preserve my obligations under this Line of Credit and to confirm your lien status on any Property. Time is of the essence.

Otherwise

Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address above, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Line of Credit and to confirm your lien status on any Property. Time is of the essence.

15. CreditAgreementOLFixedDrawRepay

This document prints N/A if a lender fails to pass a required field. WI Stat. Section 422.304.

Section - Collection Expenses and Attorneys' Fees

COND.ID00368. The loan act is NOT the Wisconsin Consumer Act.

If the applicable law state is Wisconsin and Wisconsin Consumer Act is not passed, then include:

Collection Expenses and Attorneys' Fees. On or after Default, to the extent permitted by law, I agree to pay the following:

COND.ID00369. The applicable law state is Wisconsin and the loan act is NOT the Wisconsin Consumer Act.

If the applicable law state is Wisconsin and is not Wisconsin Consumer Act is passed, then include:

All costs and expenses incurred by you in collecting, enforcing or protecting your rights and remedies under this Agreement. To the extent permitted by the *United States Bankruptcy Code*, this section applies when anyone obligated under the Line of Credit is subject to a voluntary or involuntary bankruptcy proceeding under a court exercising jurisdiction under the Bankruptcy Code.

Section - Default

COND.ID367. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

- **Payments.** I fail to make a full payment when due on two or more occasions within any 12-month period.
- **Failure of Condition.** I fail to observe any other covenant, the breach of which materially impairs the condition, value or protection of, or your right in, any Property, or materially impairs my prospect to pay amounts due.

COND.ID00455. (a) The loan act is not Wisconsin Consumer Act, and (b) either (1) the governing law state is not Iowa, or (2) the loan act is not the Uniform Consumer Credit Code.

If the applicable law state is Wisconsin and Wisconsin Consumer Act is not passed, then include:

Payments. I fail to make a payment as required by this Agreement.

Section - Insecurity

COND.ID00455. (a) The loan act is not Wisconsin Consumer Act, and (b) either (1) the governing law state is not Iowa, or (2) the loan act is not the Uniform Consumer Credit Code.

If the applicable law state is Wisconsin and Wisconsin Consumer Act is not passed, then include:

Insecurity. Anything else happens that causes you to reasonably believe that the prospect of payment or performance is impaired, or that the value of the Property is significantly impaired.

Section - Notice of Default and Right to Cure

COND.ID367. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

Notice of Default and Right to Cure. If you believe I am in default and I have a right to cure the default under the *Wisconsin Consumer Act*, you will give me a written notice of the default and right to cure. I may cure my default, except if twice during the preceding 12 months, I defaulted under this same Agreement, you properly notified me of the defaults and right to cure, and I cured these prior defaults. I may cure the default within 15 days after you mail or personally deliver this notice to me. Until this 15-day period ends, you may not exercise your remedies, except for those which the *Wisconsin Consumer Act* permits during this time.

Section - Remedies

COND.ID367. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

After I default, and after you give any notice and opportunity to cure when required under the *Wisconsin Consumer Act*, you may at your option, to the extent permitted by law, do any of the following:

- You may terminate this Line of Credit and make all or any part of the amount owing by the terms of this Agreement due.
- You may temporarily or permanently prohibit any additional advances.
- You may make amounts advanced on my behalf due, and you may add these amounts to the Loan Account Balance. If the Property is perishable and threatening to decline speedily in value, you are not required to give me notice before you add these amounts to the Loan Account Balance. In all other cases, you will give me written notice of my nonperformance and then I will have a reasonable opportunity to perform before you add these amounts to the Loan Account Balance.
- You may use any and all remedies you have under applicable law or any agreement securing this Agreement.

Except as otherwise required by law, by choosing a remedy you do not give up your right to use another remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

Otherwise

After I default, and after you give any legally required notice and opportunity to cure, you may at your option, to the extent permitted by law, do any of the following:

- You may terminate this Line of Credit and make all or any part of the amount owing by the terms of this Agreement immediately due.
- You may temporarily or permanently prohibit any additional advances.
- You may temporarily or permanently reduce the Credit Limit.
- You may demand additional security or additional parties to be obligated to pay this Agreement.

- You may make a claim for any and all insurance benefits or refunds that may be available on my default.
- You may make amounts advanced on my behalf immediately due, and you may add these amounts to the Loan Account Balance.
- You may use any and all remedies you have under applicable law or any agreement securing this Agreement.

Except as otherwise required by law, by choosing a remedy you do not give up your right to use another remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

Section - Default Charges and Attorneys' Fees

COND.ID367. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

Default Charges and Attorneys' Fees. If I default, I agree to pay your statutory fees and charges and statutory attorneys' fees when and to the extent authorized by the *Wisconsin Consumer Act*. Fees and charges include, but are not limited to, the disposition of any Property under *Wis. Stat. Ann. § 422.413*, as amended. To the extent permitted by the *United States Bankruptcy Code*, this section applies when anyone obligated under this Agreement is subject to a voluntary or involuntary bankruptcy proceeding under a court exercising jurisdiction under the *United States Bankruptcy Code*.

Section - Set-Off

COND.ID367. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

Set-Off. You may set-off any amount due and payable under the terms of this Agreement against my right to receive money from you, unless prohibited by applicable law. For example, your right of set-off will not apply if I may obtain credit under this Agreement by using a credit card.

Otherwise

You may set-off any amount due and payable under the terms of this Agreement against my right to receive money from you, unless prohibited by applicable law. For example, your right of set-off will not apply if I may obtain credit under this Agreement by using a credit card.

Section - Waivers and Consent

COND.ID367. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

Waivers and Consent. To the extent not prohibited by law and subject to any required notice and opportunity to cure a default for the failure to make a required payment, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor. In addition, subject to *Wis. Stat. Ann. §422.407*, as amended, I will not assert my claims or defenses, arising out of the Line of Credit,

against any person to whom you assign your rights under the Line of Credit (the "*assignee*") if the assignee: is unrelated to you, acquires the Line of Credit in good faith and for value, gives me a notice of the assignment, and has not received notice from me of my claims or defenses within 12 months after the assignee mailed me the notice of assignment. No delay or forbearance on your part in exercising any of your rights or remedies will be construed as a waiver by you, unless such waiver is in writing and is signed by you.

Otherwise

To the extent not prohibited by law and except for any required notice of right to cure for the failure to make a required payment, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor. To the extent not prohibited by law, I and any other party to this Line of Credit, also consent to the following actions that you may take, and waive defenses that may be available based on these actions, or based on the status of a party to this Line of Credit.

- You may renew or extend payments on this Agreement, regardless of the number of such renewals or extensions.
- You may release any Borrower or other person who may be liable for the indebtedness under this Agreement.
- You may release, substitute or impair any Property securing this Agreement.
- You may invoke your right of set-off.
- You may enter into any sales or repurchases of this Agreement to any person in any amounts and I waive notice of such sales or repurchases.
- I agree that any Borrower is authorized to modify the terms of this Agreement or any other Line of Credit document.
- You may inform any party who guarantees this Line of Credit of any loan accommodations, renewals, extensions, modifications, substitutions, or future advances.

No delay or forbearance on your part in exercising any of your rights or remedies will be construed as a waiver by you, unless such waiver is in writing and is signed by you.

Section - Integration and Severability

COND.ID367. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

This Agreement is the complete and final expression of our agreement. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable, unless otherwise provided by the *Wisconsin Consumer Act*.

Otherwise

This Agreement is the complete and final expression of our agreement. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

Section - Notice, Financial Reports and Additional Documents

COND.ID367. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

Any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address above, or to any other address designated in writing. For any notice that is required by the *Wisconsin Consumer Act*, you will send any notices to only one address if all Borrowers reside at that address and the notice is addressed to each of these Borrowers, and you will also send separate notices to any other Borrower who resides at a different address. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver and file any additional documents or certifications that you may consider necessary to perfect, continue and preserve my obligations under this Line of Credit and to confirm your lien status on any Property. Time is of the essence.

Otherwise

Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address above, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Line of Credit and to confirm your lien status on any Property. Time is of the essence.

16. CreditAgreementOLFixedEvergreen

This document prints N/A if a lender fails to pass a required field. WI Stat. Section 422.304.

Section - Collection Expenses and Attorneys' Fees

COND.ID00368. The loan act is NOT the Wisconsin Consumer Act.

If the applicable law state is Wisconsin and Wisconsin Consumer Act is not passed, then include:

Collection Expenses and Attorneys' Fees. On or after Default, to the extent permitted by law, I agree to pay the following:

COND.ID00369. The applicable law state is Wisconsin and the loan act is NOT the Wisconsin Consumer Act.

If the applicable law state is Wisconsin and Wisconsin Consumer Act is not passed, then include:

All costs and expenses incurred by you in collecting, enforcing or protecting your rights and remedies under this Agreement. To the extent permitted by the *United States Bankruptcy Code*, this section applies when anyone obligated under the Line of Credit is subject to a voluntary or involuntary bankruptcy proceeding under a court exercising jurisdiction under the Bankruptcy Code.

Section - Default

COND.ID367. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

- **Payments.** I fail to make a full payment when due on two or more occasions within any 12-month period.
- **Failure of Condition.** I fail to observe any other covenant, the breach of which materially impairs the condition, value or protection of, or your right in, any Property, or materially impairs my prospect to pay amounts due.

COND.ID00455. (a) The loan act is not Wisconsin Consumer Act, and (b) either (1) the governing law state is not Iowa, or (2) the loan act is not the Uniform Consumer Credit Code.

If the applicable law state is Wisconsin and Wisconsin Consumer Act is not passed, then include:

Payments. I fail to make a payment as required by this Agreement.

Section - Insecurity

COND.ID00455. (a) The loan act is not Wisconsin Consumer Act, and (b) either (1) the governing law state is not Iowa, or (2) the loan act is not the Uniform Consumer Credit Code.

If the applicable law state is Wisconsin and Wisconsin Consumer Act is not passed, then include:

Insecurity. Anything else happens that causes you to reasonably believe that the prospect of payment or performance is impaired, or that the value of the Property is significantly impaired.

Section - Notice of Default and Right to Cure

COND.ID367. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

Notice of Default and Right to Cure. If you believe I am in default and I have a right to cure the default under the *Wisconsin Consumer Act*, you will give me a written notice of the default and right to cure. I may cure my default, except if twice during the preceding 12 months, I defaulted under this same Agreement, you properly notified me of the defaults and right to cure, and I cured these prior defaults. I may cure the default within 15 days after you mail or personally deliver this notice to me. Until this 15-day period ends, you may not exercise your remedies, except for those which the *Wisconsin Consumer Act* permits during this time.

Section - Remedies

COND.ID367. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

After I default, and after you give any notice and opportunity to cure when required under the *Wisconsin Consumer Act*, you may at your option, to the extent permitted by law, do any of the following:

- You may terminate this Line of Credit and make all or any part of the amount owing by the terms of this Agreement due.
- You may temporarily or permanently prohibit any additional advances.
- You may make amounts advanced on my behalf due, and you may add these amounts to the Loan Account Balance. If the Property is perishable and threatening to decline speedily in value, you are not required to give me notice before you add these amounts to the Loan Account Balance. In all other cases, you will give me written notice of my nonperformance and then I will have a reasonable opportunity to perform before you add these amounts to the Loan Account Balance.
- You may use any and all remedies you have under applicable law or any agreement securing this Agreement.

Except as otherwise required by law, by choosing a remedy you do not give up your right to use another remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

Otherwise

After I default, and after you give any legally required notice and opportunity to cure, you may at your option, to the extent permitted by law, do any of the following:

- You may terminate this Line of Credit and make all or any part of the amount owing by the terms of this Agreement immediately due.
- You may temporarily or permanently prohibit any additional advances.
- You may temporarily or permanently reduce the Credit Limit.
- You may demand additional security or additional parties to be obligated to pay this Agreement.
- You may make a claim for any and all insurance benefits or refunds that may be available on my default.
- You may make amounts advanced on my behalf immediately due, and you may add these amounts to the Loan Account Balance.
- You may use any and all remedies you have under applicable law or any agreement securing this Agreement.

Except as otherwise required by law, by choosing a remedy you do not give up your right to use another remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

Section - Default Charges and Attorneys' Fees

COND.ID367. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

Default Charges and Attorneys' Fees. If I default, I agree to pay your statutory fees and charges and statutory attorneys' fees when and to the extent authorized by the *Wisconsin Consumer Act*. Fees and charges include, but are not limited to, the disposition of any Property under *Wis. Stat. Ann.* § 422.413, as amended. To the extent permitted by the *United States Bankruptcy Code*, this section applies when anyone obligated under this Agreement is subject to a voluntary or involuntary bankruptcy proceeding under a court exercising jurisdiction under the *United States Bankruptcy Code*.

Section - Set-Off

COND.ID367. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

Set-Off. You may set-off any amount due and payable under the terms of this Agreement against my right to receive money from you, unless prohibited by applicable law. For example, your right of set-off will not apply if I may obtain credit under this Agreement by using a credit card.

Otherwise

You may set-off any amount due and payable under the terms of this Agreement against my right to receive money from you, unless prohibited by applicable law. For example, your right of set-off will not apply if I may obtain credit under this Agreement by using a credit card.

Section - Waivers and Consent

COND.ID367. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

Waivers and Consent. To the extent not prohibited by law and subject to any required notice and opportunity to cure a default for the failure to make a required payment, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor. In addition, subject to *Wis. Stat. Ann.* §422.407, as amended, I will not assert my claims or defenses, arising out of the Line of Credit, against any person to whom you assign your rights under the Line of Credit (the "assignee") if the assignee: is unrelated to you, acquires the Line of Credit in good faith and for value, gives me a notice of the assignment, and has not received notice from me of my claims or defenses within 12 months after the assignee mailed me the notice of assignment. No delay or forbearance on your part in exercising any of your rights or remedies will be construed as a waiver by you, unless such waiver is in writing and is signed by you.

Otherwise

To the extent not prohibited by law and except for any required notice of right to cure for the failure to make a required payment, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor. To the extent not prohibited by law, I and any other party to this Line of Credit, also consent to the following actions that you may take, and waive defenses that may be available based on these actions, or based on the status of a party to this Line of Credit.

- You may renew or extend payments on this Agreement, regardless of the number of such renewals or extensions.
- You may release any Borrower or other person who may be liable for the indebtedness under this Agreement.
- You may release, substitute or impair any Property securing this Agreement.
- You may invoke your right of set-off.
- You may enter into any sales or repurchases of this Agreement to any person in any amounts and I waive notice of such sales or repurchases.

- I agree that any Borrower is authorized to modify the terms of this Agreement or any other Line of Credit document.
- You may inform any party who guarantees this Line of Credit of any loan accommodations, renewals, extensions, modifications, substitutions, or future advances.

No delay or forbearance on your part in exercising any of your rights or remedies will be construed as a waiver by you, unless such waiver is in writing and is signed by you.

Section - Integration and Severability

COND.ID367. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

This Agreement is the complete and final expression of our agreement. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable, unless otherwise provided by the *Wisconsin Consumer Act*.

Otherwise

This Agreement is the complete and final expression of our agreement. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

Section - Notice, Financial Reports and Additional Documents

COND.ID367. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

Any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address above, or to any other address designated in writing. For any notice that is required by the *Wisconsin Consumer Act*, you will send any notices to only one address if all Borrowers reside at that address and the notice is addressed to each of these Borrowers, and you will also send separate notices to any other Borrower who resides at a different address. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver and file any additional documents or certifications that you may consider necessary to perfect, continue and preserve my obligations under this Line of Credit and to confirm your lien status on any Property. Time is of the essence.

Otherwise

Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address above, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider

necessary to perfect, continue, and preserve my obligations under this Line of Credit and to confirm your lien status on any Property. Time is of the essence.

17. CreditAgreementOLVariableDraw

This document prints N/A if a lender fails to pass a required field. WI Stat. Section 422.304.

Section - Definitions

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

- **Pronouns.** The pronouns "I", "me" and "my" refer to all Borrowers and Cosigners signing this Agreement, jointly and individually, and each other person or legal entity that agrees to pay this Agreement. "You" and "your" refer to the Lender, or any person or legal entity that acquires an interest in the Line of Credit.
- **Agreement.** "Agreement" refers to this DTA.ID00728, and any extensions, renewals, modifications or substitutions of it.
- **Approved Index.** An "Approved Index" is a variable rate index which the *Office of the Secretary, Wisconsin Department of Financial Institutions* has approved, and which you cannot control, and I may verify.
- **Billing Cycle.** "Billing Cycle" means the interval between the days or dates of regular periodic statements.
- **Credit Limit.** "Credit Limit" means the maximum amount of principal you will permit me to owe you under this Line of Credit, at any one time. My Credit Limit is stated at the top of this Agreement.
- **Line of Credit.** "Line of Credit" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures, and this Agreement.
- **Loan Account Balance.** "Loan Account Balance" means the sum of the unpaid principal balance advanced under the terms of this Agreement, interest or other finance charges, fees and other charges that are due, and other amounts advanced to me or others under the terms of this Line of Credit.
- **Property.** "Property" means any real or personal property that secures my obligations under this Line of Credit.
- **Transaction Account.** "Transaction Account" means the account that I have agreed to maintain with you in connection with this Line of Credit. The Transaction Account number is stated at the top of this Agreement.

Otherwise

- **Pronouns.** The pronouns "I", "me" and "my" refer to all Borrowers and Cosigners signing this Agreement, jointly and individually, and each other person or legal entity that agrees to pay this Agreement. "You" and "your" refer to the Lender, or any person or legal entity that acquires an interest in the Line of Credit.
- **Agreement.** "Agreement" refers to this DTA.ID00065, and any extensions, renewals, modifications or substitutions of it.
- **Billing Cycle.** "Billing Cycle" means the interval between the days or dates of regular periodic statements.

- **Credit Limit.** "Credit Limit" means the maximum amount of principal you will permit me to owe you under this Line of Credit, at any one time. My Credit Limit is stated at the top of this Agreement.
- **Line of Credit.** "Line of Credit" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures, and this Agreement.
- **Loan Account Balance.** "Loan Account Balance" means the sum of the unpaid principal balance advanced under the terms of this Agreement, interest or other finance charges, fees and other charges that are due, and other amounts advanced to me or others under the terms of this Line of Credit.
- **Property.** "Property" means any real or personal property that secures my obligations under this Line of Credit.
- **Transaction Account.** "Transaction Account" means the account that I have agreed to maintain with you in connection with this Line of Credit. The Transaction Account number is stated at the top of this Agreement.

Section - Carryover

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

Any annual percentage rate increases or decreases not implemented by you either because of periodic, annual or lifetime rate caps, or because of a statutory limitation, may be carried over to subsequent rate adjustment periods and may be implemented to the extent not offset by opposite movement in the Index rate. If this occurs, the annual percentage rate will not relate to the Index rate in the manner described. When you have adjusted the annual percentage rate to take advantage of all increases or decreases in the Index rate, the initial relationship between the Index rate and the annual percentage rate will resume.

If this Agreement does *not* provide for an Approved Index, then any annual percentage rate carryover is subject to a statutory limitation. Under this statutory limitation, any carryover amount may only be carried over from one 12-month period to the succeeding 12-month period. In addition, the carryover amount may not exceed the lesser of: 1%, or the difference between the annual percentage rate at the beginning of the prior 12-month period plus 2% and the highest rate actually imposed during the prior 12-month period.

Otherwise

Any annual percentage rate increases or decreases not implemented by you either because of periodic, annual or lifetime rate caps, or because of a statutory limitation, may be carried over to subsequent rate adjustment periods and may be implemented to the extent not offset by opposite movement in the Index rate. If this occurs, the annual percentage rate will not relate to the Index rate in the manner described. When you have adjusted the annual percentage rate to take advantage of all increases or decreases in the Index rate, the initial relationship between the Index rate and the annual percentage rate will resume.

Section - Periodic Limits

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

The Annual Percentage Rate cannot increase by more than DTA.ID00759 percentage points (DTA.ID00167 or decrease by more than DTA.ID00147 percentage points) DTA.ID00168, and any carryover if the Index is not an Approved Index.

Otherwise

The Annual Percentage Rate cannot increase by more than DTA.ID00148 or decrease by more than DTA.ID00147 percentage points) DTA.ID00168.

Section - Default

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

- **Payments.** I fail to make a full payment when due on two or more occasions within any 12-month period.
- **Failure of Condition.** I fail to observe any other covenant, the breach of which materially impairs the condition, value or protection of, or your right in, any Property, or materially impairs my prospect to pay amounts due.

Section - Notice of Default and Right to Cure

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

Notice of Default and Right to Cure. If you believe I am in default and I have a right to cure the default under the *Wisconsin Consumer Act*, you will give me a written notice of the default and right to cure. I may cure my default, except if twice during the preceding 12 months, I defaulted under this same Agreement, you properly notified me of the defaults and right to cure, and I cured these prior defaults. I may cure the default within 15 days after you mail or personally deliver this notice to me. Until this 15-day period ends, you may not exercise your remedies, except for those which the *Wisconsin Consumer Act* permits during this time.

Section - Remedies

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

After I default, and after you give any notice and opportunity to cure when required under the *Wisconsin Consumer Act*, you may at your option, to the extent permitted by law, do any of the following:

- You may terminate this Line of Credit and make all or any part of the amount owing by the terms of this Agreement due.
- You may temporarily or permanently prohibit any additional advances.
- You may make amounts advanced on my behalf due, and you may add these amounts to the Loan Account Balance. If the Property is perishable and threatening to decline speedily in value, you are not required to give me notice before you add these amounts to the Loan Account Balance. In all other cases, you will give me written notice of my nonperformance and then I will have a reasonable opportunity to perform before you add these amounts to the Loan Account Balance.

- You may use any and all remedies you have under applicable law or any agreement securing this Agreement.

Except as otherwise required by law, by choosing a remedy you do not give up your right to use another remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

Otherwise

After I default, and after you give any legally required notice and opportunity to cure, you may at your option, to the extent permitted by law, do any of the following:

- You may terminate this Line of Credit and make all or any part of the amount owing by the terms of this Agreement immediately due.
- You may temporarily or permanently prohibit any additional advances.
- You may temporarily or permanently reduce the Credit Limit.
- You may demand additional security or additional parties to be obligated to pay this Agreement.
- You may make a claim for any and all insurance benefits or refunds that may be available on my default.
- You may make amounts advanced on my behalf immediately due, and you may add these amounts to the Loan Account Balance.
- You may use any and all remedies you have under applicable law or any agreement securing this Agreement.

Except as otherwise required by law, by choosing a remedy you do not give up your right to use another remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

Section - Default Charges and Attorneys' Fees

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

Default Charges and Attorneys' Fees. If I default, I agree to pay your statutory fees and charges and statutory attorneys' fees when and to the extent authorized by the *Wisconsin Consumer Act*. Fees and charges include, but are not limited to, the disposition of any Property under *Wis. Stat. Ann.* § 422.413, as amended. To the extent permitted by the *United States Bankruptcy Code*, this section applies when anyone obligated under this Agreement is subject to a voluntary or involuntary bankruptcy proceeding under a court exercising jurisdiction under the *United States Bankruptcy Code*.

Section - Set-Off

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

You may set-off any amount due and payable under the terms of this Agreement against my right to receive money from you, unless prohibited by applicable law. For example, your

right of set-off will not apply if I may obtain credit under this Agreement by using a credit card.

Otherwise

You may set-off any amount due and payable under the terms of this Agreement against my right to receive money from you, unless prohibited by applicable law. For example, your right of set-off will not apply if I may obtain credit under this Agreement by using a credit card.

Section - Waivers and Consent

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

To the extent not prohibited by law and subject to any required notice and opportunity to cure a default for the failure to make a required payment, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor. In addition, subject to *Wis. Stat. Ann. §422.407*, as amended, I will not assert my claims or defenses, arising out of the Line of Credit, against any person to whom you assign your rights under the Line of Credit (the "*assignee*") if the assignee: is unrelated to you, acquires the Line of Credit in good faith and for value, gives me a notice of the assignment, and has not received notice from me of my claims or defenses within 12 months after the assignee mailed me the notice of assignment. No delay or forbearance on your part in exercising any of your rights or remedies will be construed as a waiver by you, unless such waiver is in writing and is signed by you.

Otherwise

To the extent not prohibited by law and except for any required notice of right to cure for the failure to make a required payment, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor. To the extent not prohibited by law, I and any other party to this Line of Credit, also consent to the following actions that you may take, and waive defenses that may be available based on these actions, or based on the status of a party to this Line of Credit.

- You may renew or extend payments on this Agreement, regardless of the number of such renewals or extensions.
- You may release any Borrower or other person who may be liable for the indebtedness under this Agreement.
- You may release, substitute or impair any Property securing this Agreement.
- You may invoke your right of set-off.
- You may enter into any sales or repurchases of this Agreement to any person in any amounts and I waive notice of such sales or repurchases.
- I agree that any Borrower is authorized to modify the terms of this Agreement or any other Line of Credit document.
- You may inform any party who guarantees this Line of Credit of any loan accommodations, renewals, extensions, modifications, substitutions, or future advances.

No delay or forbearance on your part in exercising any of your rights or remedies will be construed as a waiver by you, unless such waiver is in writing and is signed by you.

Section - Integration and Severability

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

This Agreement is the complete and final expression of our agreement. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable, unless otherwise provided by the *Wisconsin Consumer Act*.

Otherwise

This Agreement is the complete and final expression of our agreement. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

Section - Notice, Financial Reports and Additional Documents

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

Any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address above, or to any other address designated in writing. For any notice that is required by the *Wisconsin Consumer Act*, you will send any notices to only one address if all Borrowers reside at that address and the notice is addressed to each of these Borrowers, and you will also send separate notices to any other Borrower who resides at a different address. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver and file any additional documents or certifications that you may consider necessary to perfect, continue and preserve my obligations under this Line of Credit and to confirm your lien status on any Property. Time is of the essence.

Otherwise

Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address above, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Line of Credit and to confirm your lien status on any Property. Time is of the essence.

Section - Collection Expenses and Attorneys' Fees

COND.ID00368. The loan act is NOT the Wisconsin Consumer Act.

If the applicable law state is Wisconsin and is not Wisconsin Consumer Act, then include:

Collection Expenses and Attorneys' Fees. On or after Default, to the extent permitted by law, I agree to pay the following:

COND.ID00369. The applicable law state is Wisconsin and the loan act is NOT the Wisconsin Consumer Act.

If the applicable law state is Wisconsin and is not Wisconsin Consumer Act, then include:

All costs and expenses incurred by you in collecting, enforcing or protecting your rights and remedies under this Agreement. To the extent permitted by the *United States Bankruptcy Code*, this section applies when anyone obligated under the Line of Credit is subject to a voluntary or involuntary bankruptcy proceeding under a court exercising jurisdiction under the Bankruptcy Code.

18. CreditAgreementOLVariableDrawRepay

This document prints N/A if a lender fails to pass a required field. WI Stat. Section 422.304.

Section - Definitions

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

- **Pronouns.** The pronouns "I", "me" and "my" refer to all Borrowers and Cosigners signing this Agreement, jointly and individually, and each other person or legal entity that agrees to pay this Agreement. "You" and "your" refer to the Lender, or any person or legal entity that acquires an interest in the Line of Credit.
- **Agreement.** "Agreement" refers to this DTA.ID00728, and any extensions, renewals, modifications or substitutions of it.
- **Approved Index.** An "Approved Index" is a variable rate index which the *Office of the Secretary, Wisconsin Department of Financial Institutions* has approved, and which you cannot control, and I may verify.
- **Billing Cycle.** "Billing Cycle" means the interval between the days or dates of regular periodic statements.
- **Credit Limit.** "Credit Limit" means the maximum amount of principal you will permit me to owe you under this Line of Credit, at any one time. My Credit Limit is stated at the top of this Agreement.
- **Line of Credit.** "Line of Credit" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures, and this Agreement.
- **Loan Account Balance.** "Loan Account Balance" means the sum of the unpaid principal balance advanced under the terms of this Agreement, interest or other finance charges, fees and other charges that are due, and other amounts advanced to me or others under the terms of this Line of Credit.
- **Property.** "Property" means any real or personal property that secures my obligations under this Line of Credit.
- **Transaction Account.** "Transaction Account" means the account that I have agreed to maintain with you in connection with this Line of Credit. The Transaction Account number is stated at the top of this Agreement.

Otherwise

- **Pronouns.** The pronouns “I”, “me” and “my” refer to all Borrowers and Cosigners signing this Agreement, jointly and individually, and each other person or legal entity that agrees to pay this Agreement. “You” and “your” refer to the Lender, or any person or legal entity that acquires an interest in the Line of Credit.
- **Agreement.** “Agreement” refers to this DTA.ID00065, and any extensions, renewals, modifications or substitutions of it.
- **Billing Cycle.** “Billing Cycle” means the interval between the days or dates of regular periodic statements.
- **Credit Limit.** “Credit Limit” means the maximum amount of principal you will permit me to owe you under this Line of Credit, at any one time. My Credit Limit is stated at the top of this Agreement.
- **Line of Credit.** “Line of Credit” refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures, and this Agreement.
- **Loan Account Balance.** “Loan Account Balance” means the sum of the unpaid principal balance advanced under the terms of this Agreement, interest or other finance charges, fees and other charges that are due, and other amounts advanced to me or others under the terms of this Line of Credit.
- **Property.** “Property” means any real or personal property that secures my obligations under this Line of Credit.
- **Transaction Account.** “Transaction Account” means the account that I have agreed to maintain with you in connection with this Line of Credit. The Transaction Account number is stated at the top of this Agreement.

Section - Carryover

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

Any annual percentage rate increases or decreases not implemented by you either because of periodic, annual or lifetime rate caps, or because of a statutory limitation, may be carried over to subsequent rate adjustment periods and may be implemented to the extent not offset by opposite movement in the Index rate. If this occurs, the annual percentage rate will not relate to the Index rate in the manner described. When you have adjusted the annual percentage rate to take advantage of all increases or decreases in the Index rate, the initial relationship between the Index rate and the annual percentage rate will resume.

If this Agreement does *not* provide for an Approved Index, then any annual percentage rate carryover is subject to a statutory limitation. Under this statutory limitation, any carryover amount may only be carried over from one 12-month period to the succeeding 12-month period. In addition, the carryover amount may not exceed the lesser of: 1%, or the difference between the annual percentage rate at the beginning of the prior 12-month period plus 2% and the highest rate actually imposed during the prior 12-month period.

Otherwise

Any annual percentage rate increases or decreases not implemented by you either because of periodic, annual or lifetime rate caps, or because of a statutory limitation, may be carried over to subsequent rate adjustment periods and may be implemented to the extent not offset by opposite movement in the Index rate. If this occurs, the annual percentage rate will not relate to the Index rate in the manner described. When you have adjusted the

annual percentage rate to take advantage of all increases or decreases in the Index rate, the initial relationship between the Index rate and the annual percentage rate will resume.

Section - Periodic Limits

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

The Annual Percentage Rate cannot increase by more than DTA.ID00759 percentage points (DTA.ID00167 or decrease by more than DTA.ID00147 percentage points) DTA.ID00168, and any carryover if the Index is not an Approved Index.

Otherwise

The Annual Percentage Rate cannot increase by more than DTA.ID00148 or decrease by more than DTA.ID00147 percentage points) DTA.ID00168.

Section - Default

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

- **Payments.** I fail to make a full payment when due on two or more occasions within any 12-month period.
- **Failure of Condition.** I fail to observe any other covenant, the breach of which materially impairs the condition, value or protection of, or your right in, any Property, or materially impairs my prospect to pay amounts due.

Section - Notice of Default and Right to Cure

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

Notice of Default and Right to Cure. If you believe I am in default and I have a right to cure the default under the *Wisconsin Consumer Act*, you will give me a written notice of the default and right to cure. I may cure my default, except if twice during the preceding 12 months, I defaulted under this same Agreement, you properly notified me of the defaults and right to cure, and I cured these prior defaults. I may cure the default within 15 days after you mail or personally deliver this notice to me. Until this 15-day period ends, you may not exercise your remedies, except for those which the *Wisconsin Consumer Act* permits during this time.

Section - Remedies

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

After I default, and after you give any notice and opportunity to cure when required under the *Wisconsin Consumer Act*, you may at your option, to the extent permitted by law, do any of the following:

- You may terminate this Line of Credit and make all or any part of the amount owing by the terms of this Agreement due.
- You may temporarily or permanently prohibit any additional advances.
- You may make amounts advanced on my behalf due, and you may add these amounts to the Loan Account Balance. If the Property is perishable and threatening to decline speedily in value, you are not required to give me notice before you add these amounts to the Loan Account Balance. In all other cases, you will give me written notice of my nonperformance and then I will have a reasonable opportunity to perform before you add these amounts to the Loan Account Balance.
- You may use any and all remedies you have under applicable law or any agreement securing this Agreement.

Except as otherwise required by law, by choosing a remedy you do not give up your right to use another remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

Otherwise

After I default, and after you give any legally required notice and opportunity to cure, you may at your option, to the extent permitted by law, do any of the following:

- You may terminate this Line of Credit and make all or any part of the amount owing by the terms of this Agreement immediately due.
- You may temporarily or permanently prohibit any additional advances.
- You may temporarily or permanently reduce the Credit Limit.
- You may demand additional security or additional parties to be obligated to pay this Agreement.
- You may make a claim for any and all insurance benefits or refunds that may be available on my default.
- You may make amounts advanced on my behalf immediately due, and you may add these amounts to the Loan Account Balance.
- You may use any and all remedies you have under applicable law or any agreement securing this Agreement.

Except as otherwise required by law, by choosing a remedy you do not give up your right to use another remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

Section - Default Charges and Attorneys' Fees

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

Default Charges and Attorneys' Fees. If I default, I agree to pay your statutory fees and charges and statutory attorneys' fees when and to the extent authorized by the *Wisconsin Consumer Act*. Fees and charges include, but are not limited to, the disposition of any Property under *Wis. Stat. Ann.* § 422.413, as amended. To the extent permitted by the *United States Bankruptcy Code*, this section applies when anyone obligated under this Agreement is subject to a voluntary or involuntary bankruptcy proceeding under a court exercising jurisdiction under the *United States Bankruptcy Code*.

Section - Set-Off

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

You may set-off any amount due and payable under the terms of this Agreement against my right to receive money from you, unless prohibited by applicable law. For example, your right of set-off will not apply if I may obtain credit under this Agreement by using a credit card.

Otherwise

You may set-off any amount due and payable under the terms of this Agreement against my right to receive money from you, unless prohibited by applicable law. For example, your right of set-off will not apply if I may obtain credit under this Agreement by using a credit card.

Section - Waivers and Consent

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

To the extent not prohibited by law and subject to any required notice and opportunity to cure a default for the failure to make a required payment, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor. In addition, subject to *Wis. Stat. Ann. §422.407*, as amended, I will not assert my claims or defenses, arising out of the Line of Credit, against any person to whom you assign your rights under the Line of Credit (the "*assignee*") if the assignee: is unrelated to you, acquires the Line of Credit in good faith and for value, gives me a notice of the assignment, and has not received notice from me of my claims or defenses within 12 months after the assignee mailed me the notice of assignment. No delay or forbearance on your part in exercising any of your rights or remedies will be construed as a waiver by you, unless such waiver is in writing and is signed by you.

Otherwise

To the extent not prohibited by law and except for any required notice of right to cure for the failure to make a required payment, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor. To the extent not prohibited by law, I and any other party to this Line of Credit, also consent to the following actions that you may take, and waive defenses that may be available based on these actions, or based on the status of a party to this Line of Credit.

- You may renew or extend payments on this Agreement, regardless of the number of such renewals or extensions.
- You may release any Borrower or other person who may be liable for the indebtedness under this Agreement.
- You may release, substitute or impair any Property securing this Agreement.
- You may invoke your right of set-off.
- You may enter into any sales or repurchases of this Agreement to any person in any amounts and I waive notice of such sales or repurchases.

- I agree that any Borrower is authorized to modify the terms of this Agreement or any other Line of Credit document.
- You may inform any party who guarantees this Line of Credit of any loan accommodations, renewals, extensions, modifications, substitutions, or future advances.

No delay or forbearance on your part in exercising any of your rights or remedies will be construed as a waiver by you, unless such waiver is in writing and is signed by you.

Section - Integration and Severability

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

This Agreement is the complete and final expression of our agreement. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable, unless otherwise provided by the *Wisconsin Consumer Act*.

Otherwise

This Agreement is the complete and final expression of our agreement. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

Section - Notice, Financial Reports and Additional Documents

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

Any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address above, or to any other address designated in writing. For any notice that is required by the *Wisconsin Consumer Act*, you will send any notices to only one address if all Borrowers reside at that address and the notice is addressed to each of these Borrowers, and you will also send separate notices to any other Borrower who resides at a different address. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver and file any additional documents or certifications that you may consider necessary to perfect, continue and preserve my obligations under this Line of Credit and to confirm your lien status on any Property. Time is of the essence.

Otherwise

Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address above, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider

necessary to perfect, continue, and preserve my obligations under this Line of Credit and to confirm your lien status on any Property. Time is of the essence.

Section - Collection Expenses and Attorneys' Fees

COND.ID00368. The loan act is NOT the Wisconsin Consumer Act.

If the applicable law state is Wisconsin and is not Wisconsin Consumer Act, then include:

Collection Expenses and Attorneys' Fees. On or after Default, to the extent permitted by law, I agree to pay the following:

COND.ID00369. The applicable law state is Wisconsin and the loan act is NOT the Wisconsin Consumer Act.

If the applicable law state is Wisconsin and is not Wisconsin Consumer Act, then include:

All costs and expenses incurred by you in collecting, enforcing or protecting your rights and remedies under this Agreement. To the extent permitted by the *United States Bankruptcy Code*, this section applies when anyone obligated under the Line of Credit is subject to a voluntary or involuntary bankruptcy proceeding under a court exercising jurisdiction under the Bankruptcy Code.

19. CreditAgreementOLVariableEvergreen

This document prints N/A if a lender fails to pass a required field. WI Stat. Section 422.304.

Section - Definitions

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

- **Pronouns.** The pronouns "I", "me" and "my" refer to all Borrowers and Cosigners signing this Agreement, jointly and individually, and each other person or legal entity that agrees to pay this Agreement. "You" and "your" refer to the Lender, or any person or legal entity that acquires an interest in the Line of Credit.
- **Agreement.** "Agreement" refers to this DTA.ID00728, and any extensions, renewals, modifications or substitutions of it.
- **Approved Index.** An "Approved Index" is a variable rate index which the *Office of the Secretary, Wisconsin Department of Financial Institutions* has approved, and which you cannot control, and I may verify.
- **Billing Cycle.** "Billing Cycle" means the interval between the days or dates of regular periodic statements.
- **Credit Limit.** "Credit Limit" means the maximum amount of principal you will permit me to owe you under this Line of Credit, at any one time. My Credit Limit is stated at the top of this Agreement.
- **Line of Credit.** "Line of Credit" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures, and this Agreement.
- **Loan Account Balance.** "Loan Account Balance" means the sum of the unpaid principal balance advanced under the terms of this Agreement, interest or other

finance charges, fees and other charges that are due, and other amounts advanced to me or others under the terms of this Line of Credit.

- **Property.** "Property" means any real or personal property that secures my obligations under this Line of Credit.
- **Transaction Account.** "Transaction Account" means the account that I have agreed to maintain with you in connection with this Line of Credit. The Transaction Account number is stated at the top of this Agreement.

Otherwise

- **Pronouns.** The pronouns "I", "me" and "my" refer to all Borrowers and Cosigners signing this Agreement, jointly and individually, and each other person or legal entity that agrees to pay this Agreement. "You" and "your" refer to the Lender, or any person or legal entity that acquires an interest in the Line of Credit.
- **Agreement.** "Agreement" refers to this DTA.ID00065, and any extensions, renewals, modifications or substitutions of it.
- **Billing Cycle.** "Billing Cycle" means the interval between the days or dates of regular periodic statements.
- **Credit Limit.** "Credit Limit" means the maximum amount of principal you will permit me to owe you under this Line of Credit, at any one time. My Credit Limit is stated at the top of this Agreement.
- **Line of Credit.** "Line of Credit" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures, and this Agreement.
- **Loan Account Balance.** "Loan Account Balance" means the sum of the unpaid principal balance advanced under the terms of this Agreement, interest or other finance charges, fees and other charges that are due, and other amounts advanced to me or others under the terms of this Line of Credit.
- **Property.** "Property" means any real or personal property that secures my obligations under this Line of Credit.
- **Transaction Account.** "Transaction Account" means the account that I have agreed to maintain with you in connection with this Line of Credit. The Transaction Account number is stated at the top of this Agreement.

Section - Carryover

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

Any annual percentage rate increases or decreases not implemented by you either because of periodic, annual or lifetime rate caps, or because of a statutory limitation, may be carried over to subsequent rate adjustment periods and may be implemented to the extent not offset by opposite movement in the Index rate. If this occurs, the annual percentage rate will not relate to the Index rate in the manner described. When you have adjusted the annual percentage rate to take advantage of all increases or decreases in the Index rate, the initial relationship between the Index rate and the annual percentage rate will resume.

If this Agreement does *not* provide for an Approved Index, then any annual percentage rate carryover is subject to a statutory limitation. Under this statutory limitation, any carryover amount may only be carried over from one 12-month period to the succeeding 12-month period. In addition, the carryover amount may not exceed the lesser of: 1%, or the

difference between the annual percentage rate at the beginning of the prior 12-month period plus 2% and the highest rate actually imposed during the prior 12-month period.

Otherwise

Any annual percentage rate increases or decreases not implemented by you either because of periodic, annual or lifetime rate caps, or because of a statutory limitation, may be carried over to subsequent rate adjustment periods and may be implemented to the extent not offset by opposite movement in the Index rate. If this occurs, the annual percentage rate will not relate to the Index rate in the manner described. When you have adjusted the annual percentage rate to take advantage of all increases or decreases in the Index rate, the initial relationship between the Index rate and the annual percentage rate will resume.

Section - Periodic Limits

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

The Annual Percentage Rate cannot increase by more than DTA.ID00759 percentage points (DTA.ID00167 or decrease by more than DTA.ID00147 percentage points) DTA.ID00168, and any carryover if the Index is not an Approved Index.

Otherwise

The Annual Percentage Rate cannot increase by more than DTA.ID00148 or decrease by more than DTA.ID00147 percentage points) DTA.ID00168.

Section - Default

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

- **Payments.** I fail to make a full payment when due on two or more occasions within any 12-month period.
- **Failure of Condition.** I fail to observe any other covenant, the breach of which materially impairs the condition, value or protection of, or your right in, any Property, or materially impairs my prospect to pay amounts due.

Section - Notice of Default and Right to Cure

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

Notice of Default and Right to Cure. If you believe I am in default and I have a right to cure the default under the *Wisconsin Consumer Act*, you will give me a written notice of the default and right to cure. I may cure my default, except if twice during the preceding 12 months, I defaulted under this same Agreement, you properly notified me of the defaults and right to cure, and I cured these prior defaults. I may cure the default within 15 days after you mail or personally deliver this notice to me. Until this 15-day period ends, you may not exercise your remedies, except for those which the *Wisconsin Consumer Act* permits during this time.

Section - Remedies

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

After I default, and after you give any notice and opportunity to cure when required under the *Wisconsin Consumer Act*, you may at your option, to the extent permitted by law, do any of the following:

- You may terminate this Line of Credit and make all or any part of the amount owing by the terms of this Agreement due.
- You may temporarily or permanently prohibit any additional advances.
- You may make amounts advanced on my behalf due, and you may add these amounts to the Loan Account Balance. If the Property is perishable and threatening to decline speedily in value, you are not required to give me notice before you add these amounts to the Loan Account Balance. In all other cases, you will give me written notice of my nonperformance and then I will have a reasonable opportunity to perform before you add these amounts to the Loan Account Balance.
- You may use any and all remedies you have under applicable law or any agreement securing this Agreement.

Except as otherwise required by law, by choosing a remedy you do not give up your right to use another remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

Otherwise

After I default, and after you give any legally required notice and opportunity to cure, you may at your option, to the extent permitted by law, do any of the following:

- You may terminate this Line of Credit and make all or any part of the amount owing by the terms of this Agreement immediately due.
- You may temporarily or permanently prohibit any additional advances.
- You may temporarily or permanently reduce the Credit Limit.
- You may demand additional security or additional parties to be obligated to pay this Agreement.
- You may make a claim for any and all insurance benefits or refunds that may be available on my default.
- You may make amounts advanced on my behalf immediately due, and you may add these amounts to the Loan Account Balance.
- You may use any and all remedies you have under applicable law or any agreement securing this Agreement.

Except as otherwise required by law, by choosing a remedy you do not give up your right to use another remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

Section - Default Charges and Attorneys' Fees

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

Default Charges and Attorneys' Fees. If I default, I agree to pay your statutory fees and charges and statutory attorneys' fees when and to the extent authorized by the *Wisconsin Consumer Act*. Fees and charges include, but are not limited to, the disposition of any Property under *Wis. Stat. Ann.* § 422.413, as amended. To the extent permitted by the *United States Bankruptcy Code*, this section applies when anyone obligated under this Agreement is subject to a voluntary or involuntary bankruptcy proceeding under a court exercising jurisdiction under the *United States Bankruptcy Code*.

Section - Set-Off

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

You may set-off any amount due and payable under the terms of this Agreement against my right to receive money from you, unless prohibited by applicable law. For example, your right of set-off will not apply if I may obtain credit under this Agreement by using a credit card.

Otherwise

You may set-off any amount due and payable under the terms of this Agreement against my right to receive money from you, unless prohibited by applicable law. For example, your right of set-off will not apply if I may obtain credit under this Agreement by using a credit card.

Section - Waivers and Consent

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

To the extent not prohibited by law and subject to any required notice and opportunity to cure a default for the failure to make a required payment, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor. In addition, subject to *Wis. Stat. Ann.* §422.407, as amended, I will not assert my claims or defenses, arising out of the Line of Credit, against any person to whom you assign your rights under the Line of Credit (the "*assignee*") if the assignee: is unrelated to you, acquires the Line of Credit in good faith and for value, gives me a notice of the assignment, and has not received notice from me of my claims or defenses within 12 months after the assignee mailed me the notice of assignment. No delay or forbearance on your part in exercising any of your rights or remedies will be construed as a waiver by you, unless such waiver is in writing and is signed by you.

Otherwise

To the extent not prohibited by law and except for any required notice of right to cure for the failure to make a required payment, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor. To the extent not prohibited by law, I and any other party to this Line of Credit, also consent to the following actions that you may take, and waive defenses that may be available based on these actions, or based on the status of a party to this Line of Credit.

- You may renew or extend payments on this Agreement, regardless of the number of such renewals or extensions.
- You may release any Borrower or other person who may be liable for the indebtedness under this Agreement.
- You may release, substitute or impair any Property securing this Agreement.
- You may invoke your right of set-off.
- You may enter into any sales or repurchases of this Agreement to any person in any amounts and I waive notice of such sales or repurchases.
- I agree that any Borrower is authorized to modify the terms of this Agreement or any other Line of Credit document.
- You may inform any party who guarantees this Line of Credit of any loan accommodations, renewals, extensions, modifications, substitutions, or future advances.

No delay or forbearance on your part in exercising any of your rights or remedies will be construed as a waiver by you, unless such waiver is in writing and is signed by you.

Section - Integration and Severability

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

This Agreement is the complete and final expression of our agreement. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable, unless otherwise provided by the *Wisconsin Consumer Act*.

Otherwise

This Agreement is the complete and final expression of our agreement. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

Section - Notice, Financial Reports and Additional Documents

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

Any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address above, or to any other address designated in writing. For any notice that is required by the *Wisconsin Consumer Act*, you will send any notices to only one address if all Borrowers reside at that address and the notice is addressed to each of these Borrowers, and you will also send separate notices to any other Borrower who resides at a different address. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver and file any additional documents or certifications that you may consider necessary to perfect, continue and preserve my obligations under this Line of Credit and to confirm your lien status on any Property. Time is of the essence.

Otherwise

Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address above, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Line of Credit and to confirm your lien status on any Property. Time is of the essence.

Section - Collection Expenses and Attorneys' Fees

COND.ID00368. The loan act is NOT the Wisconsin Consumer Act.

If the applicable law state is Wisconsin and is not Wisconsin Consumer Act, then include:

Collection Expenses and Attorneys' Fees. On or after Default, to the extent permitted by law, I agree to pay the following:

COND.ID00369. The applicable law state is Wisconsin and the loan act is NOT the Wisconsin Consumer Act.

If the applicable law state is Wisconsin and is not Wisconsin Consumer Act, then include:

All costs and expenses incurred by you in collecting, enforcing or protecting your rights and remedies under this Agreement. To the extent permitted by the *United States Bankruptcy Code*, this section applies when anyone obligated under the Line of Credit is subject to a voluntary or involuntary bankruptcy proceeding under a court exercising jurisdiction under the Bankruptcy Code.

20. CreditAgreementPLFixedDraw

This document prints N/A if a lender fails to pass a required field. WI Stat. Section 422.304.

Section - Collection Expenses and Attorneys' Fees

COND.ID00368. The loan act is NOT the Wisconsin Consumer Act.

If the applicable law state is Wisconsin and Wisconsin Consumer Act is not passed, then include:

Collection Expenses and Attorneys' Fees. On or after Default, to the extent permitted by law, I agree to pay the following:

COND.ID00369. The applicable law state is Wisconsin and the loan act is NOT the Wisconsin Consumer Act.

If the applicable law state is Wisconsin and Wisconsin Consumer Act is not passed, then include:

All costs and expenses incurred by you in collecting, enforcing or protecting your rights and remedies under this Agreement. To the extent permitted by the *United States Bankruptcy Code*, this section applies when anyone obligated under the Line of Credit is subject to a voluntary or involuntary bankruptcy proceeding under a court exercising jurisdiction under the Bankruptcy Code.

Section - Default

COND.ID367. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

- **Payments.** I fail to make a full payment when due on two or more occasions within any 12-month period.
- **Failure of Condition.** I fail to observe any other covenant, the breach of which materially impairs the condition, value or protection of, or your right in, any Property, or materially impairs my prospect to pay amounts due.

COND.ID00455. (a) The loan act is not Wisconsin Consumer Act, and (b) either (1) the governing law state is not Iowa, or (2) the loan act is not the Uniform Consumer Credit Code.

If the applicable law state is Wisconsin and Wisconsin Consumer Act is not passed, then include:

Payments. I fail to make a payment as required by this Agreement.

Section - Insecurity

COND.ID00455. (a) The loan act is not Wisconsin Consumer Act, and (b) either (1) the governing law state is not Iowa, or (2) the loan act is not the Uniform Consumer Credit Code.

If the applicable law state is Wisconsin and Wisconsin Consumer Act is not passed, then include:

Insecurity. Anything else happens that causes you to reasonably believe that the prospect of payment or performance is impaired, or that the value of the Property is significantly impaired.

Section - Notice of Default and Right to Cure

COND.ID367. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

Notice of Default and Right to Cure. If you believe I am in default and I have a right to cure the default under the *Wisconsin Consumer Act*, you will give me a written notice of the default and right to cure. I may cure my default, except if twice during the preceding 12 months, I defaulted under this same Agreement, you properly notified me of the defaults and right to cure, and I cured these prior defaults. I may cure the default within 15 days after you mail or personally deliver this notice to me. Until this 15-day period ends, you may not exercise your remedies, except for those which the *Wisconsin Consumer Act* permits during this time.

Section - Remedies

COND.ID367. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

After I default, and after you give any notice and opportunity to cure when required under the *Wisconsin Consumer Act*, you may at your option, to the extent permitted by law, do any of the following:

- You may terminate this Line of Credit and make all or any part of the amount owing by the terms of this Agreement due.
- You may temporarily or permanently prohibit any additional advances.
- You may make amounts advanced on my behalf due, and you may add these amounts to the Loan Account Balance. If the Property is perishable and threatening to decline speedily in value, you are not required to give me notice before you add these amounts to the Loan Account Balance. In all other cases, you will give me written notice of my nonperformance and then I will have a reasonable opportunity to perform before you add these amounts to the Loan Account Balance.
- You may use any and all remedies you have under applicable law or any agreement securing this Agreement.

Except as otherwise required by law, by choosing a remedy you do not give up your right to use another remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

Otherwise

After I default, and after you give any legally required notice and opportunity to cure, you may at your option, to the extent permitted by law, do any of the following:

- You may terminate this Line of Credit and make all or any part of the amount owing by the terms of this Agreement immediately due.
- You may temporarily or permanently prohibit any additional advances.
- You may temporarily or permanently reduce the Credit Limit.
- You may demand additional security or additional parties to be obligated to pay this Agreement.
- You may make a claim for any and all insurance benefits or refunds that may be available on my default.
- You may make amounts advanced on my behalf immediately due, and you may add these amounts to the Loan Account Balance.
- You may use any and all remedies you have under applicable law or any agreement securing this Agreement.

Except as otherwise required by law, by choosing a remedy you do not give up your right to use another remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

Section - Default Charges and Attorneys' Fees

COND.ID367. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

Default Charges and Attorneys' Fees. If I default, I agree to pay your statutory fees and charges and statutory attorneys' fees when and to the extent authorized by the *Wisconsin Consumer Act*. Fees and charges include, but are not limited to, the disposition of any Property under *Wis. Stat. Ann.* § 422.413, as amended. To the extent permitted by the *United States Bankruptcy Code*, this section applies when anyone obligated under this Agreement is subject to a voluntary or involuntary bankruptcy proceeding under a court exercising jurisdiction under the *United States Bankruptcy Code*.

Section - Set-Off

COND.ID367. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

Set-Off. You may set-off any amount due and payable under the terms of this Agreement against my right to receive money from you, unless prohibited by applicable law. For example, your right of set-off will not apply if I may obtain credit under this Agreement by using a credit card.

Otherwise

You may set-off any amount due and payable under the terms of this Agreement against my right to receive money from you, unless prohibited by applicable law. For example, your right of set-off will not apply if I may obtain credit under this Agreement by using a credit card.

Section - Waivers and Consent

COND.ID367. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

Waivers and Consent. To the extent not prohibited by law and subject to any required notice and opportunity to cure a default for the failure to make a required payment, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor. In addition, subject to *Wis. Stat. Ann. §422.407*, as amended, I will not assert my claims or defenses, arising out of the Line of Credit, against any person to whom you assign your rights under the Line of Credit (the "assignee") if the assignee: is unrelated to you, acquires the Line of Credit in good faith and for value, gives me a notice of the assignment, and has not received notice from me of my claims or defenses within 12 months after the assignee mailed me the notice of assignment. No delay or forbearance on your part in exercising any of your rights or remedies will be construed as a waiver by you, unless such waiver is in writing and is signed by you.

Otherwise

To the extent not prohibited by law and except for any required notice of right to cure for the failure to make a required payment, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor. To the extent not prohibited by law, I and any other party to this Line of Credit, also consent to the following actions that you may take, and waive defenses that may be available based on these actions, or based on the status of a party to this Line of Credit.

- You may renew or extend payments on this Agreement, regardless of the number of such renewals or extensions.
- You may release any Borrower or other person who may be liable for the indebtedness under this Agreement.
- You may release, substitute or impair any Property securing this Agreement.
- You may invoke your right of set-off.
- You may enter into any sales or repurchases of this Agreement to any person in any amounts and I waive notice of such sales or repurchases.

- I agree that any Borrower is authorized to modify the terms of this Agreement or any other Line of Credit document.
- You may inform any party who guarantees this Line of Credit of any loan accommodations, renewals, extensions, modifications, substitutions, or future advances.

No delay or forbearance on your part in exercising any of your rights or remedies will be construed as a waiver by you, unless such waiver is in writing and is signed by you.

Section - Integration and Severability

COND.ID367. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

This Agreement is the complete and final expression of our agreement. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable, unless otherwise provided by the *Wisconsin Consumer Act*.

Otherwise

This Agreement is the complete and final expression of our agreement. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

Section - Notice, Financial Reports and Additional Documents

COND.ID367. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

Any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address above, or to any other address designated in writing. For any notice that is required by the *Wisconsin Consumer Act*, you will send any notices to only one address if all Borrowers reside at that address and the notice is addressed to each of these Borrowers, and you will also send separate notices to any other Borrower who resides at a different address. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver and file any additional documents or certifications that you may consider necessary to perfect, continue and preserve my obligations under this Line of Credit and to confirm your lien status on any Property. Time is of the essence.

Otherwise

Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address above, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Line of Credit and to confirm your lien status on any Property. Time is of the essence.

21. CreditAgreementPLFixedDrawRepay

This document prints N/A if a lender fails to pass a required field. WI Stat. Section 422.304.

Section - Collection Expenses and Attorneys' Fees

COND.ID00368. The loan act is NOT the Wisconsin Consumer Act.

If the applicable law state is Wisconsin and Wisconsin Consumer Act is not passed, then include:

Collection Expenses and Attorneys' Fees. On or after Default, to the extent permitted by law, I agree to pay the following:

COND.ID00369. The applicable law state is Wisconsin and the loan act is NOT the Wisconsin Consumer Act.

If the applicable law state is Wisconsin and is Wisconsin Consumer Act is not passed, then include:

All costs and expenses incurred by you in collecting, enforcing or protecting your rights and remedies under this Agreement. To the extent permitted by the *United States Bankruptcy Code*, this section applies when anyone obligated under the Line of Credit is subject to a voluntary or involuntary bankruptcy proceeding under a court exercising jurisdiction under the Bankruptcy Code.

Section - Default

COND.ID367. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

- **Payments.** I fail to make a full payment when due on two or more occasions within any 12-month period.
- **Failure of Condition.** I fail to observe any other covenant, the breach of which materially impairs the condition, value or protection of, or your right in, any Property, or materially impairs my prospect to pay amounts due.

COND.ID00455. (a) The loan act is not Wisconsin Consumer Act, and (b) either (1) the governing law state is not Iowa, or (2) the loan act is not the Uniform Consumer Credit Code.

If the applicable law state is Wisconsin and Wisconsin Consumer Act is not passed, then include:

Payments. I fail to make a payment as required by this Agreement.

Section - Insecurity

COND.ID00455. (a) The loan act is not Wisconsin Consumer Act, and (b) either (1) the governing law state is not Iowa, or (2) the loan act is not the Uniform Consumer Credit Code.

If the applicable law state is Wisconsin and Wisconsin Consumer Act is not passed, then include:

Insecurity. Anything else happens that causes you to reasonably believe that the prospect of payment or performance is impaired, or that the value of the Property is significantly impaired.

Section - Notice of Default and Right to Cure

COND.ID367. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

Notice of Default and Right to Cure. If you believe I am in default and I have a right to cure the default under the *Wisconsin Consumer Act*, you will give me a written notice of the default and right to cure. I may cure my default, except if twice during the preceding 12 months, I defaulted under this same Agreement, you properly notified me of the defaults and right to cure, and I cured these prior defaults. I may cure the default within 15 days after you mail or personally deliver this notice to me. Until this 15-day period ends, you may not exercise your remedies, except for those which the *Wisconsin Consumer Act* permits during this time.

Section - Remedies

COND.ID367. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

After I default, and after you give any notice and opportunity to cure when required under the *Wisconsin Consumer Act*, you may at your option, to the extent permitted by law, do any of the following:

- You may terminate this Line of Credit and make all or any part of the amount owing by the terms of this Agreement due.
- You may temporarily or permanently prohibit any additional advances.
- You may make amounts advanced on my behalf due, and you may add these amounts to the Loan Account Balance. If the Property is perishable and threatening to decline speedily in value, you are not required to give me notice before you add these amounts to the Loan Account Balance. In all other cases, you will give me written notice of my nonperformance and then I will have a reasonable opportunity to perform before you add these amounts to the Loan Account Balance.
- You may use any and all remedies you have under applicable law or any agreement securing this Agreement.

Except as otherwise required by law, by choosing a remedy you do not give up your right to use another remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

Otherwise

After I default, and after you give any legally required notice and opportunity to cure, you may at your option, to the extent permitted by law, do any of the following:

- You may terminate this Line of Credit and make all or any part of the amount owing by the terms of this Agreement immediately due.
- You may temporarily or permanently prohibit any additional advances.
- You may temporarily or permanently reduce the Credit Limit.
- You may demand additional security or additional parties to be obligated to pay this Agreement.

- You may make a claim for any and all insurance benefits or refunds that may be available on my default.
- You may make amounts advanced on my behalf immediately due, and you may add these amounts to the Loan Account Balance.
- You may use any and all remedies you have under applicable law or any agreement securing this Agreement.

Except as otherwise required by law, by choosing a remedy you do not give up your right to use another remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

Section - Default Charges and Attorneys' Fees

COND.ID367. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

Default Charges and Attorneys' Fees. If I default, I agree to pay your statutory fees and charges and statutory attorneys' fees when and to the extent authorized by the *Wisconsin Consumer Act*. Fees and charges include, but are not limited to, the disposition of any Property under *Wis. Stat. Ann. § 422.413*, as amended. To the extent permitted by the *United States Bankruptcy Code*, this section applies when anyone obligated under this Agreement is subject to a voluntary or involuntary bankruptcy proceeding under a court exercising jurisdiction under the *United States Bankruptcy Code*.

Section - Set-Off

COND.ID367. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

Set-Off. You may set-off any amount due and payable under the terms of this Agreement against my right to receive money from you, unless prohibited by applicable law. For example, your right of set-off will not apply if I may obtain credit under this Agreement by using a credit card.

Otherwise

You may set-off any amount due and payable under the terms of this Agreement against my right to receive money from you, unless prohibited by applicable law. For example, your right of set-off will not apply if I may obtain credit under this Agreement by using a credit card.

Section - Waivers and Consent

COND.ID367. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

Waivers and Consent. To the extent not prohibited by law and subject to any required notice and opportunity to cure a default for the failure to make a required payment, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor. In addition, subject to *Wis. Stat. Ann. §422.407*, as amended, I will not assert my claims or defenses, arising out of the Line of Credit,

against any person to whom you assign your rights under the Line of Credit (the "*assignee*") if the assignee: is unrelated to you, acquires the Line of Credit in good faith and for value, gives me a notice of the assignment, and has not received notice from me of my claims or defenses within 12 months after the assignee mailed me the notice of assignment. No delay or forbearance on your part in exercising any of your rights or remedies will be construed as a waiver by you, unless such waiver is in writing and is signed by you.

Otherwise

To the extent not prohibited by law and except for any required notice of right to cure for the failure to make a required payment, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor. To the extent not prohibited by law, I and any other party to this Line of Credit, also consent to the following actions that you may take, and waive defenses that may be available based on these actions, or based on the status of a party to this Line of Credit.

- You may renew or extend payments on this Agreement, regardless of the number of such renewals or extensions.
- You may release any Borrower or other person who may be liable for the indebtedness under this Agreement.
- You may release, substitute or impair any Property securing this Agreement.
- You may invoke your right of set-off.
- You may enter into any sales or repurchases of this Agreement to any person in any amounts and I waive notice of such sales or repurchases.
- I agree that any Borrower is authorized to modify the terms of this Agreement or any other Line of Credit document.
- You may inform any party who guarantees this Line of Credit of any loan accommodations, renewals, extensions, modifications, substitutions, or future advances.

No delay or forbearance on your part in exercising any of your rights or remedies will be construed as a waiver by you, unless such waiver is in writing and is signed by you.

Section - Integration and Severability

COND.ID367. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

This Agreement is the complete and final expression of our agreement. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable, unless otherwise provided by the *Wisconsin Consumer Act*.

Otherwise

This Agreement is the complete and final expression of our agreement. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

Section - Notice, Financial Reports and Additional Documents

COND.ID367. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

Any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address above, or to any other address designated in writing. For any notice that is required by the *Wisconsin Consumer Act*, you will send any notices to only one address if all Borrowers reside at that address and the notice is addressed to each of these Borrowers, and you will also send separate notices to any other Borrower who resides at a different address. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver and file any additional documents or certifications that you may consider necessary to perfect, continue and preserve my obligations under this Line of Credit and to confirm your lien status on any Property. Time is of the essence.

Otherwise

Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address above, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Line of Credit and to confirm your lien status on any Property. Time is of the essence.

22. CreditAgreementPLFixedEvergreen

This document prints N/A if a lender fails to pass a required field. WI Stat. Section 422.304.

Section - Collection Expenses and Attorneys' Fees

COND.ID00368. The loan act is NOT the Wisconsin Consumer Act.

If the applicable law state is Wisconsin and Wisconsin Consumer Act is not passed, then include:

Collection Expenses and Attorneys' Fees. On or after Default, to the extent permitted by law, I agree to pay the following:

COND.ID00369. The applicable law state is Wisconsin and the loan act is NOT the Wisconsin Consumer Act.

If the applicable law state is Wisconsin and Wisconsin Consumer Act is not passed, then include:

All costs and expenses incurred by you in collecting, enforcing or protecting your rights and remedies under this Agreement. To the extent permitted by the *United States Bankruptcy Code*, this section applies when anyone obligated under the Line of Credit is subject to a voluntary or involuntary bankruptcy proceeding under a court exercising jurisdiction under the Bankruptcy Code.

Section - Default

COND.ID367. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

- **Payments.** I fail to make a full payment when due on two or more occasions within any 12-month period.
- **Failure of Condition.** I fail to observe any other covenant, the breach of which materially impairs the condition, value or protection of, or your right in, any Property, or materially impairs my prospect to pay amounts due.

COND.ID00455. (a) The loan act is not Wisconsin Consumer Act, and (b) either (1) the governing law state is not Iowa, or (2) the loan act is not the Uniform Consumer Credit Code.

If the applicable law state is Wisconsin and Wisconsin Consumer Act is not passed, then include:

Payments. I fail to make a payment as required by this Agreement.

Section - Insecurity

COND.ID00455. (a) The loan act is not Wisconsin Consumer Act, and (b) either (1) the governing law state is not Iowa, or (2) the loan act is not the Uniform Consumer Credit Code.

If the applicable law state is Wisconsin and Wisconsin Consumer Act is not passed, then include:

Insecurity. Anything else happens that causes you to reasonably believe that the prospect of payment or performance is impaired, or that the value of the Property is significantly impaired.

Section - Notice of Default and Right to Cure

COND.ID367. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

Notice of Default and Right to Cure. If you believe I am in default and I have a right to cure the default under the *Wisconsin Consumer Act*, you will give me a written notice of the default and right to cure. I may cure my default, except if twice during the preceding 12 months, I defaulted under this same Agreement, you properly notified me of the defaults and right to cure, and I cured these prior defaults. I may cure the default within 15 days after you mail or personally deliver this notice to me. Until this 15-day period ends, you may not exercise your remedies, except for those which the *Wisconsin Consumer Act* permits during this time.

Section - Remedies

COND.ID367. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

After I default, and after you give any notice and opportunity to cure when required under the *Wisconsin Consumer Act*, you may at your option, to the extent permitted by law, do any of the following:

- You may terminate this Line of Credit and make all or any part of the amount owing by the terms of this Agreement due.
- You may temporarily or permanently prohibit any additional advances.

- You may make amounts advanced on my behalf due, and you may add these amounts to the Loan Account Balance. If the Property is perishable and threatening to decline speedily in value, you are not required to give me notice before you add these amounts to the Loan Account Balance. In all other cases, you will give me written notice of my nonperformance and then I will have a reasonable opportunity to perform before you add these amounts to the Loan Account Balance.
- You may use any and all remedies you have under applicable law or any agreement securing this Agreement.

Except as otherwise required by law, by choosing a remedy you do not give up your right to use another remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

Otherwise

After I default, and after you give any legally required notice and opportunity to cure, you may at your option, to the extent permitted by law, do any of the following:

- You may terminate this Line of Credit and make all or any part of the amount owing by the terms of this Agreement immediately due.
- You may temporarily or permanently prohibit any additional advances.
- You may temporarily or permanently reduce the Credit Limit.
- You may demand additional security or additional parties to be obligated to pay this Agreement.
- You may make a claim for any and all insurance benefits or refunds that may be available on my default.
- You may make amounts advanced on my behalf immediately due, and you may add these amounts to the Loan Account Balance.
- You may use any and all remedies you have under applicable law or any agreement securing this Agreement.

Except as otherwise required by law, by choosing a remedy you do not give up your right to use another remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

Section - Default Charges and Attorneys' Fees

COND.ID367. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

Default Charges and Attorneys' Fees. If I default, I agree to pay your statutory fees and charges and statutory attorneys' fees when and to the extent authorized by the *Wisconsin Consumer Act*. Fees and charges include, but are not limited to, the disposition of any Property under *Wis. Stat. Ann. § 422.413*, as amended. To the extent permitted by the *United States Bankruptcy Code*, this section applies when anyone obligated under this Agreement is subject to a voluntary or involuntary bankruptcy proceeding under a court exercising jurisdiction under the *United States Bankruptcy Code*.

Section - Set-Off

COND.ID367. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

Set-Off. You may set-off any amount due and payable under the terms of this Agreement against my right to receive money from you, unless prohibited by applicable law. For example, your right of set-off will not apply if I may obtain credit under this Agreement by using a credit card.

Otherwise

You may set-off any amount due and payable under the terms of this Agreement against my right to receive money from you, unless prohibited by applicable law. For example, your right of set-off will not apply if I may obtain credit under this Agreement by using a credit card.

Section - Waivers and Consent

COND.ID367. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

Waivers and Consent. To the extent not prohibited by law and subject to any required notice and opportunity to cure a default for the failure to make a required payment, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor. In addition, subject to *Wis. Stat. Ann. §422.407*, as amended, I will not assert my claims or defenses, arising out of the Line of Credit, against any person to whom you assign your rights under the Line of Credit (the "*assignee*") if the assignee: is unrelated to you, acquires the Line of Credit in good faith and for value, gives me a notice of the assignment, and has not received notice from me of my claims or defenses within 12 months after the assignee mailed me the notice of assignment. No delay or forbearance on your part in exercising any of your rights or remedies will be construed as a waiver by you, unless such waiver is in writing and is signed by you.

Otherwise

To the extent not prohibited by law and except for any required notice of right to cure for the failure to make a required payment, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor. To the extent not prohibited by law, I and any other party to this Line of Credit, also consent to the following actions that you may take, and waive defenses that may be available based on these actions, or based on the status of a party to this Line of Credit.

- You may renew or extend payments on this Agreement, regardless of the number of such renewals or extensions.
- You may release any Borrower or other person who may be liable for the indebtedness under this Agreement.
- You may release, substitute or impair any Property securing this Agreement.
- You may invoke your right of set-off.
- You may enter into any sales or repurchases of this Agreement to any person in any amounts and I waive notice of such sales or repurchases.
- I agree that any Borrower is authorized to modify the terms of this Agreement or any other Line of Credit document.

- You may inform any party who guarantees this Line of Credit of any loan accommodations, renewals, extensions, modifications, substitutions, or future advances.

No delay or forbearance on your part in exercising any of your rights or remedies will be construed as a waiver by you, unless such waiver is in writing and is signed by you.

Section - Integration and Severability

COND.ID367. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

This Agreement is the complete and final expression of our agreement. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable, unless otherwise provided by the *Wisconsin Consumer Act*.

Otherwise

This Agreement is the complete and final expression of our agreement. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

Section - Notice, Financial Reports and Additional Documents

COND.ID367. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act is passed, then include:

Any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address above, or to any other address designated in writing. For any notice that is required by the *Wisconsin Consumer Act*, you will send any notices to only one address if all Borrowers reside at that address and the notice is addressed to each of these Borrowers, and you will also send separate notices to any other Borrower who resides at a different address. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver and file any additional documents or certifications that you may consider necessary to perfect, continue and preserve my obligations under this Line of Credit and to confirm your lien status on any Property. Time is of the essence.

Otherwise

Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address above, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Line of Credit and to confirm your lien status on any Property. Time is of the essence.

23. CreditAgreementPLVariableDraw

This document prints N/A if a lender fails to pass a required field. WI Stat. Section 422.304.

Section - Definitions

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

- **Pronouns.** The pronouns "I", "me" and "my" refer to all Borrowers and Cosigners signing this Agreement, jointly and individually, and each other person or legal entity that agrees to pay this Agreement. "You" and "your" refer to the Lender, or any person or legal entity that acquires an interest in the Line of Credit.
- **Agreement.** "Agreement" refers to this DTA.ID00728, and any extensions, renewals, modifications or substitutions of it.
- **Approved Index.** An "Approved Index" is a variable rate index which the *Office of the Secretary, Wisconsin Department of Financial Institutions* has approved, and which you cannot control, and I may verify.
- **Billing Cycle.** "Billing Cycle" means the interval between the days or dates of regular periodic statements.
- **Credit Limit.** "Credit Limit" means the maximum amount of principal you will permit me to owe you under this Line of Credit, at any one time. My Credit Limit is stated at the top of this Agreement.
- **Line of Credit.** "Line of Credit" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures, and this Agreement.
- **Loan Account Balance.** "Loan Account Balance" means the sum of the unpaid principal balance advanced under the terms of this Agreement, interest or other finance charges, fees and other charges that are due, and other amounts advanced to me or others under the terms of this Line of Credit.
- **Property.** "Property" means any real or personal property that secures my obligations under this Line of Credit.
- **Transaction Account.** "Transaction Account" means the account that I have agreed to maintain with you in connection with this Line of Credit. The Transaction Account number is stated at the top of this Agreement.

Otherwise

- **Pronouns.** The pronouns "I", "me" and "my" refer to all Borrowers and Cosigners signing this Agreement, jointly and individually, and each other person or legal entity that agrees to pay this Agreement. "You" and "your" refer to the Lender, or any person or legal entity that acquires an interest in the Line of Credit.
- **Agreement.** "Agreement" refers to this DTA.ID00065, and any extensions, renewals, modifications or substitutions of it.
- **Billing Cycle.** "Billing Cycle" means the interval between the days or dates of regular periodic statements.
- **Credit Limit.** "Credit Limit" means the maximum amount of principal you will permit me to owe you under this Line of Credit, at any one time. My Credit Limit is stated at the top of this Agreement.
- **Line of Credit.** "Line of Credit" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or

submitted for this transaction such as applications, security agreements, disclosures, and this Agreement.

- **Loan Account Balance.** "Loan Account Balance" means the sum of the unpaid principal balance advanced under the terms of this Agreement, interest or other finance charges, fees and other charges that are due, and other amounts advanced to me or others under the terms of this Line of Credit.
- **Property.** "Property" means any real or personal property that secures my obligations under this Line of Credit.
- **Transaction Account.** "Transaction Account" means the account that I have agreed to maintain with you in connection with this Line of Credit. The Transaction Account number is stated at the top of this Agreement.

Section - Carryover

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

Any annual percentage rate increases or decreases not implemented by you either because of periodic, annual or lifetime rate caps, or because of a statutory limitation, may be carried over to subsequent rate adjustment periods and may be implemented to the extent not offset by opposite movement in the Index rate. If this occurs, the annual percentage rate will not relate to the Index rate in the manner described. When you have adjusted the annual percentage rate to take advantage of all increases or decreases in the Index rate, the initial relationship between the Index rate and the annual percentage rate will resume.

If this Agreement does *not* provide for an Approved Index, then any annual percentage rate carryover is subject to a statutory limitation. Under this statutory limitation, any carryover amount may only be carried over from one 12-month period to the succeeding 12-month period. In addition, the carryover amount may not exceed the lesser of: 1%, or the difference between the annual percentage rate at the beginning of the prior 12-month period plus 2% and the highest rate actually imposed during the prior 12-month period.

Otherwise

Any annual percentage rate increases or decreases not implemented by you either because of periodic, annual or lifetime rate caps, or because of a statutory limitation, may be carried over to subsequent rate adjustment periods and may be implemented to the extent not offset by opposite movement in the Index rate. If this occurs, the annual percentage rate will not relate to the Index rate in the manner described. When you have adjusted the annual percentage rate to take advantage of all increases or decreases in the Index rate, the initial relationship between the Index rate and the annual percentage rate will resume.

Section - Periodic Limits

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

The Annual Percentage Rate cannot increase by more than DTA.ID00759 percentage points (DTA.ID00167 or decrease by more than DTA.ID00147 percentage points) DTA.ID00168, and any carryover if the Index is not an Approved Index.

Otherwise

The Annual Percentage Rate cannot increase by more than DTA.ID00148 or decrease by more than DTA.ID00147 percentage points) DTA.ID00168.

Section - Default

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

- **Payments.** I fail to make a full payment when due on two or more occasions within any 12-month period.
- **Failure of Condition.** I fail to observe any other covenant, the breach of which materially impairs the condition, value or protection of, or your right in, any Property, or materially impairs my prospect to pay amounts due.

Section - Notice of Default and Right to Cure

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

Notice of Default and Right to Cure. If you believe I am in default and I have a right to cure the default under the *Wisconsin Consumer Act*, you will give me a written notice of the default and right to cure. I may cure my default, except if twice during the preceding 12 months, I defaulted under this same Agreement, you properly notified me of the defaults and right to cure, and I cured these prior defaults. I may cure the default within 15 days after you mail or personally deliver this notice to me. Until this 15-day period ends, you may not exercise your remedies, except for those which the *Wisconsin Consumer Act* permits during this time.

Section - Remedies

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

After I default, and after you give any notice and opportunity to cure when required under the *Wisconsin Consumer Act*, you may at your option, to the extent permitted by law, do any of the following:

- You may terminate this Line of Credit and make all or any part of the amount owing by the terms of this Agreement due.
- You may temporarily or permanently prohibit any additional advances.
- You may make amounts advanced on my behalf due, and you may add these amounts to the Loan Account Balance. If the Property is perishable and threatening to decline speedily in value, you are not required to give me notice before you add these amounts to the Loan Account Balance. In all other cases, you will give me written notice of my nonperformance and then I will have a reasonable opportunity to perform before you add these amounts to the Loan Account Balance.
- You may use any and all remedies you have under applicable law or any agreement securing this Agreement.

Except as otherwise required by law, by choosing a remedy you do not give up your right to use another remedy. You do not waive a default if you choose not to use a remedy. By

electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

Otherwise

After I default, and after you give any legally required notice and opportunity to cure, you may at your option, to the extent permitted by law, do any of the following:

- You may terminate this Line of Credit and make all or any part of the amount owing by the terms of this Agreement immediately due.
- You may temporarily or permanently prohibit any additional advances.
- You may temporarily or permanently reduce the Credit Limit.
- You may demand additional security or additional parties to be obligated to pay this Agreement.
- You may make a claim for any and all insurance benefits or refunds that may be available on my default.
- You may make amounts advanced on my behalf immediately due, and you may add these amounts to the Loan Account Balance.
- You may use any and all remedies you have under applicable law or any agreement securing this Agreement.

Except as otherwise required by law, by choosing a remedy you do not give up your right to use another remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

Section - Default Charges and Attorneys' Fees

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

Default Charges and Attorneys' Fees. If I default, I agree to pay your statutory fees and charges and statutory attorneys' fees when and to the extent authorized by the *Wisconsin Consumer Act*. Fees and charges include, but are not limited to, the disposition of any Property under *Wis. Stat. Ann.* § 422.413, as amended. To the extent permitted by the *United States Bankruptcy Code*, this section applies when anyone obligated under this Agreement is subject to a voluntary or involuntary bankruptcy proceeding under a court exercising jurisdiction under the *United States Bankruptcy Code*.

Section - Set-Off

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

You may set-off any amount due and payable under the terms of this Agreement against my right to receive money from you, unless prohibited by applicable law. For example, your right of set-off will not apply if I may obtain credit under this Agreement by using a credit card.

Otherwise

You may set-off any amount due and payable under the terms of this Agreement against my right to receive money from you, unless prohibited by applicable law. For example, your right of set-off will not apply if I may obtain credit under this Agreement by using a credit card.

Section - Waivers and Consent

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

To the extent not prohibited by law and subject to any required notice and opportunity to cure a default for the failure to make a required payment, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor. In addition, subject to *Wis. Stat. Ann. §422.407*, as amended, I will not assert my claims or defenses, arising out of the Line of Credit, against any person to whom you assign your rights under the Line of Credit (the "*assignee*") if the assignee: is unrelated to you, acquires the Line of Credit in good faith and for value, gives me a notice of the assignment, and has not received notice from me of my claims or defenses within 12 months after the assignee mailed me the notice of assignment. No delay or forbearance on your part in exercising any of your rights or remedies will be construed as a waiver by you, unless such waiver is in writing and is signed by you.

Otherwise

To the extent not prohibited by law and except for any required notice of right to cure for the failure to make a required payment, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor. To the extent not prohibited by law, I and any other party to this Line of Credit, also consent to the following actions that you may take, and waive defenses that may be available based on these actions, or based on the status of a party to this Line of Credit.

- You may renew or extend payments on this Agreement, regardless of the number of such renewals or extensions.
- You may release any Borrower or other person who may be liable for the indebtedness under this Agreement.
- You may release, substitute or impair any Property securing this Agreement.
- You may invoke your right of set-off.
- You may enter into any sales or repurchases of this Agreement to any person in any amounts and I waive notice of such sales or repurchases.
- I agree that any Borrower is authorized to modify the terms of this Agreement or any other Line of Credit document.
- You may inform any party who guarantees this Line of Credit of any loan accommodations, renewals, extensions, modifications, substitutions, or future advances.

No delay or forbearance on your part in exercising any of your rights or remedies will be construed as a waiver by you, unless such waiver is in writing and is signed by you.

Section - Integration and Severability

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

This Agreement is the complete and final expression of our agreement. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable, unless otherwise provided by the *Wisconsin Consumer Act*.

Otherwise

This Agreement is the complete and final expression of our agreement. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

Section - Notice, Financial Reports and Additional Documents

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

Any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address above, or to any other address designated in writing. For any notice that is required by the *Wisconsin Consumer Act*, you will send any notices to only one address if all Borrowers reside at that address and the notice is addressed to each of these Borrowers, and you will also send separate notices to any other Borrower who resides at a different address. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver and file any additional documents or certifications that you may consider necessary to perfect, continue and preserve my obligations under this Line of Credit and to confirm your lien status on any Property. Time is of the essence.

Otherwise

Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address above, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Line of Credit and to confirm your lien status on any Property. Time is of the essence.

Section - Collection Expenses and Attorneys' Fees

COND.ID00368. The loan act is NOT the Wisconsin Consumer Act.

If the applicable law state is Wisconsin and is not Wisconsin Consumer Act, then include:

Collection Expenses and Attorneys' Fees. On or after Default, to the extent permitted by law, I agree to pay the following:

COND.ID00369. The applicable law state is Wisconsin and the loan act is NOT the Wisconsin Consumer Act.

If the applicable law state is Wisconsin and is not Wisconsin Consumer Act, then include:

All costs and expenses incurred by you in collecting, enforcing or protecting your rights and remedies under this Agreement. To the extent permitted by the *United States Bankruptcy Code*, this section applies when anyone obligated under the Line of Credit is subject to a voluntary or involuntary bankruptcy proceeding under a court exercising jurisdiction under the Bankruptcy Code.

24. CreditAgreementPLVariableDrawRepay

This document prints N/A if a lender fails to pass a required field. WI Stat. Section 422.304.

Section - Definitions

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

- **Pronouns.** The pronouns "I", "me" and "my" refer to all Borrowers and Cosigners signing this Agreement, jointly and individually, and each other person or legal entity that agrees to pay this Agreement. "You" and "your" refer to the Lender, or any person or legal entity that acquires an interest in the Line of Credit.
- **Agreement.** "Agreement" refers to this DTA.ID00728, and any extensions, renewals, modifications or substitutions of it.
- **Approved Index.** An "Approved Index" is a variable rate index which the *Office of the Secretary, Wisconsin Department of Financial Institutions* has approved, and which you cannot control, and I may verify.
- **Billing Cycle.** "Billing Cycle" means the interval between the days or dates of regular periodic statements.
- **Credit Limit.** "Credit Limit" means the maximum amount of principal you will permit me to owe you under this Line of Credit, at any one time. My Credit Limit is stated at the top of this Agreement.
- **Line of Credit.** "Line of Credit" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures, and this Agreement.
- **Loan Account Balance.** "Loan Account Balance" means the sum of the unpaid principal balance advanced under the terms of this Agreement, interest or other finance charges, fees and other charges that are due, and other amounts advanced to me or others under the terms of this Line of Credit.
- **Property.** "Property" means any real or personal property that secures my obligations under this Line of Credit.
- **Transaction Account.** "Transaction Account" means the account that I have agreed to maintain with you in connection with this Line of Credit. The Transaction Account number is stated at the top of this Agreement.

Otherwise

- **Pronouns.** The pronouns "I", "me" and "my" refer to all Borrowers and Cosigners signing this Agreement, jointly and individually, and each other person or legal entity that agrees to pay this Agreement. "You" and "your" refer to the Lender, or any person or legal entity that acquires an interest in the Line of Credit.

- **Agreement.** "Agreement" refers to this DTA.ID00065, and any extensions, renewals, modifications or substitutions of it.
- **Billing Cycle.** "Billing Cycle" means the interval between the days or dates of regular periodic statements.
- **Credit Limit.** "Credit Limit" means the maximum amount of principal you will permit me to owe you under this Line of Credit, at any one time. My Credit Limit is stated at the top of this Agreement.
- **Line of Credit.** "Line of Credit" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures, and this Agreement.
- **Loan Account Balance.** "Loan Account Balance" means the sum of the unpaid principal balance advanced under the terms of this Agreement, interest or other finance charges, fees and other charges that are due, and other amounts advanced to me or others under the terms of this Line of Credit.
- **Property.** "Property" means any real or personal property that secures my obligations under this Line of Credit.
- **Transaction Account.** "Transaction Account" means the account that I have agreed to maintain with you in connection with this Line of Credit. The Transaction Account number is stated at the top of this Agreement.

Section - Carryover

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

Any annual percentage rate increases or decreases not implemented by you either because of periodic, annual or lifetime rate caps, or because of a statutory limitation, may be carried over to subsequent rate adjustment periods and may be implemented to the extent not offset by opposite movement in the Index rate. If this occurs, the annual percentage rate will not relate to the Index rate in the manner described. When you have adjusted the annual percentage rate to take advantage of all increases or decreases in the Index rate, the initial relationship between the Index rate and the annual percentage rate will resume.

If this Agreement does *not* provide for an Approved Index, then any annual percentage rate carryover is subject to a statutory limitation. Under this statutory limitation, any carryover amount may only be carried over from one 12-month period to the succeeding 12-month period. In addition, the carryover amount may not exceed the lesser of: 1%, or the difference between the annual percentage rate at the beginning of the prior 12-month period plus 2% and the highest rate actually imposed during the prior 12-month period.

Otherwise

Any annual percentage rate increases or decreases not implemented by you either because of periodic, annual or lifetime rate caps, or because of a statutory limitation, may be carried over to subsequent rate adjustment periods and may be implemented to the extent not offset by opposite movement in the Index rate. If this occurs, the annual percentage rate will not relate to the Index rate in the manner described. When you have adjusted the annual percentage rate to take advantage of all increases or decreases in the Index rate, the initial relationship between the Index rate and the annual percentage rate will resume.

Section - Periodic Limits

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

The Annual Percentage Rate cannot increase by more than DTA.ID00759 percentage points (DTA.ID00167 or decrease by more than DTA.ID00147 percentage points) DTA.ID00168, and any carryover if the Index is not an Approved Index.

Otherwise

The Annual Percentage Rate cannot increase by more than DTA.ID00148 or decrease by more than DTA.ID00147 percentage points) DTA.ID00168.

Section - Default

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

- **Payments.** I fail to make a full payment when due on two or more occasions within any 12-month period.
- **Failure of Condition.** I fail to observe any other covenant, the breach of which materially impairs the condition, value or protection of, or your right in, any Property, or materially impairs my prospect to pay amounts due.

Section - Notice of Default and Right to Cure

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

Notice of Default and Right to Cure. If you believe I am in default and I have a right to cure the default under the *Wisconsin Consumer Act*, you will give me a written notice of the default and right to cure. I may cure my default, except if twice during the preceding 12 months, I defaulted under this same Agreement, you properly notified me of the defaults and right to cure, and I cured these prior defaults. I may cure the default within 15 days after you mail or personally deliver this notice to me. Until this 15-day period ends, you may not exercise your remedies, except for those which the *Wisconsin Consumer Act* permits during this time.

Section - Remedies

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

After I default, and after you give any notice and opportunity to cure when required under the *Wisconsin Consumer Act*, you may at your option, to the extent permitted by law, do any of the following:

- You may terminate this Line of Credit and make all or any part of the amount owing by the terms of this Agreement due.
- You may temporarily or permanently prohibit any additional advances.

- You may make amounts advanced on my behalf due, and you may add these amounts to the Loan Account Balance. If the Property is perishable and threatening to decline speedily in value, you are not required to give me notice before you add these amounts to the Loan Account Balance. In all other cases, you will give me written notice of my nonperformance and then I will have a reasonable opportunity to perform before you add these amounts to the Loan Account Balance.
- You may use any and all remedies you have under applicable law or any agreement securing this Agreement.

Except as otherwise required by law, by choosing a remedy you do not give up your right to use another remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

Otherwise

After I default, and after you give any legally required notice and opportunity to cure, you may at your option, to the extent permitted by law, do any of the following:

- You may terminate this Line of Credit and make all or any part of the amount owing by the terms of this Agreement immediately due.
- You may temporarily or permanently prohibit any additional advances.
- You may temporarily or permanently reduce the Credit Limit.
- You may demand additional security or additional parties to be obligated to pay this Agreement.
- You may make a claim for any and all insurance benefits or refunds that may be available on my default.
- You may make amounts advanced on my behalf immediately due, and you may add these amounts to the Loan Account Balance.
- You may use any and all remedies you have under applicable law or any agreement securing this Agreement.

Except as otherwise required by law, by choosing a remedy you do not give up your right to use another remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

Section - Default Charges and Attorneys' Fees

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

Default Charges and Attorneys' Fees. If I default, I agree to pay your statutory fees and charges and statutory attorneys' fees when and to the extent authorized by the *Wisconsin Consumer Act*. Fees and charges include, but are not limited to, the disposition of any Property under *Wis. Stat. Ann. § 422.413*, as amended. To the extent permitted by the *United States Bankruptcy Code*, this section applies when anyone obligated under this Agreement is subject to a voluntary or involuntary bankruptcy proceeding under a court exercising jurisdiction under the *United States Bankruptcy Code*.

Section - Set-Off

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

You may set-off any amount due and payable under the terms of this Agreement against my right to receive money from you, unless prohibited by applicable law. For example, your right of set-off will not apply if I may obtain credit under this Agreement by using a credit card.

Otherwise

You may set-off any amount due and payable under the terms of this Agreement against my right to receive money from you, unless prohibited by applicable law. For example, your right of set-off will not apply if I may obtain credit under this Agreement by using a credit card.

Section - Waivers and Consent

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

To the extent not prohibited by law and subject to any required notice and opportunity to cure a default for the failure to make a required payment, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor. In addition, subject to *Wis. Stat. Ann. §422.407*, as amended, I will not assert my claims or defenses, arising out of the Line of Credit, against any person to whom you assign your rights under the Line of Credit (the "*assignee*") if the assignee: is unrelated to you, acquires the Line of Credit in good faith and for value, gives me a notice of the assignment, and has not received notice from me of my claims or defenses within 12 months after the assignee mailed me the notice of assignment. No delay or forbearance on your part in exercising any of your rights or remedies will be construed as a waiver by you, unless such waiver is in writing and is signed by you.

Otherwise

To the extent not prohibited by law and except for any required notice of right to cure for the failure to make a required payment, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor. To the extent not prohibited by law, I and any other party to this Line of Credit, also consent to the following actions that you may take, and waive defenses that may be available based on these actions, or based on the status of a party to this Line of Credit.

- You may renew or extend payments on this Agreement, regardless of the number of such renewals or extensions.
- You may release any Borrower or other person who may be liable for the indebtedness under this Agreement.
- You may release, substitute or impair any Property securing this Agreement.
- You may invoke your right of set-off.
- You may enter into any sales or repurchases of this Agreement to any person in any amounts and I waive notice of such sales or repurchases.
- I agree that any Borrower is authorized to modify the terms of this Agreement or any other Line of Credit document.

- You may inform any party who guarantees this Line of Credit of any loan accommodations, renewals, extensions, modifications, substitutions, or future advances.

No delay or forbearance on your part in exercising any of your rights or remedies will be construed as a waiver by you, unless such waiver is in writing and is signed by you.

Section - Integration and Severability

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

This Agreement is the complete and final expression of our agreement. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable, unless otherwise provided by the *Wisconsin Consumer Act*.

Otherwise

This Agreement is the complete and final expression of our agreement. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

Section - Notice, Financial Reports and Additional Documents

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

Any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address above, or to any other address designated in writing. For any notice that is required by the *Wisconsin Consumer Act*, you will send any notices to only one address if all Borrowers reside at that address and the notice is addressed to each of these Borrowers, and you will also send separate notices to any other Borrower who resides at a different address. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver and file any additional documents or certifications that you may consider necessary to perfect, continue and preserve my obligations under this Line of Credit and to confirm your lien status on any Property. Time is of the essence.

Otherwise

Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address above, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Line of Credit and to confirm your lien status on any Property. Time is of the essence.

Section - Collection Expenses and Attorneys' Fees

COND.ID00368. The loan act is NOT the Wisconsin Consumer Act.

If the applicable law state is Wisconsin and is not Wisconsin Consumer Act, then include:

Collection Expenses and Attorneys' Fees. On or after Default, to the extent permitted by law, I agree to pay the following:

COND.ID00369. The applicable law state is Wisconsin and the loan act is NOT the Wisconsin Consumer Act.

If the applicable law state is Wisconsin and is not Wisconsin Consumer Act, then include:

All costs and expenses incurred by you in collecting, enforcing or protecting your rights and remedies under this Agreement. To the extent permitted by the *United States Bankruptcy Code*, this section applies when anyone obligated under the Line of Credit is subject to a voluntary or involuntary bankruptcy proceeding under a court exercising jurisdiction under the Bankruptcy Code.

25. CreditAgreementPLVariableEvergreen

This document prints N/A if a lender fails to pass a required field. WI Stat. Section 422.304.

Section - Definitions

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

- **Pronouns.** The pronouns "I", "me" and "my" refer to all Borrowers and Cosigners signing this Agreement, jointly and individually, and each other person or legal entity that agrees to pay this Agreement. "You" and "your" refer to the Lender, or any person or legal entity that acquires an interest in the Line of Credit.
- **Agreement.** "Agreement" refers to this DTA.ID00728, and any extensions, renewals, modifications or substitutions of it.
- **Approved Index.** An "Approved Index" is a variable rate index which the *Office of the Secretary, Wisconsin Department of Financial Institutions* has approved, and which you cannot control, and I may verify.
- **Billing Cycle.** "Billing Cycle" means the interval between the days or dates of regular periodic statements.
- **Credit Limit.** "Credit Limit" means the maximum amount of principal you will permit me to owe you under this Line of Credit, at any one time. My Credit Limit is stated at the top of this Agreement.
- **Line of Credit.** "Line of Credit" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures, and this Agreement.
- **Loan Account Balance.** "Loan Account Balance" means the sum of the unpaid principal balance advanced under the terms of this Agreement, interest or other finance charges, fees and other charges that are due, and other amounts advanced to me or others under the terms of this Line of Credit.
- **Property.** "Property" means any real or personal property that secures my obligations under this Line of Credit.

- **Transaction Account.** "Transaction Account" means the account that I have agreed to maintain with you in connection with this Line of Credit. The Transaction Account number is stated at the top of this Agreement.

Otherwise

- **Pronouns.** The pronouns "I", "me" and "my" refer to all Borrowers and Cosigners signing this Agreement, jointly and individually, and each other person or legal entity that agrees to pay this Agreement. "You" and "your" refer to the Lender, or any person or legal entity that acquires an interest in the Line of Credit.
- **Agreement.** "Agreement" refers to this DTA.ID00065, and any extensions, renewals, modifications or substitutions of it.
- **Billing Cycle.** "Billing Cycle" means the interval between the days or dates of regular periodic statements.
- **Credit Limit.** "Credit Limit" means the maximum amount of principal you will permit me to owe you under this Line of Credit, at any one time. My Credit Limit is stated at the top of this Agreement.
- **Line of Credit.** "Line of Credit" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures, and this Agreement.
- **Loan Account Balance.** "Loan Account Balance" means the sum of the unpaid principal balance advanced under the terms of this Agreement, interest or other finance charges, fees and other charges that are due, and other amounts advanced to me or others under the terms of this Line of Credit.
- **Property.** "Property" means any real or personal property that secures my obligations under this Line of Credit.
- **Transaction Account.** "Transaction Account" means the account that I have agreed to maintain with you in connection with this Line of Credit. The Transaction Account number is stated at the top of this Agreement.

Section - Carryover

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

Any annual percentage rate increases or decreases not implemented by you either because of periodic, annual or lifetime rate caps, or because of a statutory limitation, may be carried over to subsequent rate adjustment periods and may be implemented to the extent not offset by opposite movement in the Index rate. If this occurs, the annual percentage rate will not relate to the Index rate in the manner described. When you have adjusted the annual percentage rate to take advantage of all increases or decreases in the Index rate, the initial relationship between the Index rate and the annual percentage rate will resume.

If this Agreement does *not* provide for an Approved Index, then any annual percentage rate carryover is subject to a statutory limitation. Under this statutory limitation, any carryover amount may only be carried over from one 12-month period to the succeeding 12-month period. In addition, the carryover amount may not exceed the lesser of: 1%, or the difference between the annual percentage rate at the beginning of the prior 12-month period plus 2% and the highest rate actually imposed during the prior 12-month period.

Otherwise

Any annual percentage rate increases or decreases not implemented by you either because of periodic, annual or lifetime rate caps, or because of a statutory limitation, may be carried over to subsequent rate adjustment periods and may be implemented to the extent not offset by opposite movement in the Index rate. If this occurs, the annual percentage rate will not relate to the Index rate in the manner described. When you have adjusted the annual percentage rate to take advantage of all increases or decreases in the Index rate, the initial relationship between the Index rate and the annual percentage rate will resume.

Section - Periodic Limits

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

The Annual Percentage Rate cannot increase by more than DTA.ID00759 percentage points (DTA.ID00167 or decrease by more than DTA.ID00147 percentage points) DTA.ID00168, and any carryover if the Index is not an Approved Index.

Otherwise

The Annual Percentage Rate cannot increase by more than DTA.ID00148 or decrease by more than DTA.ID00147 percentage points) DTA.ID00168.

Section - Default

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

- **Payments.** I fail to make a full payment when due on two or more occasions within any 12-month period.
- **Failure of Condition.** I fail to observe any other covenant, the breach of which materially impairs the condition, value or protection of, or your right in, any Property, or materially impairs my prospect to pay amounts due.

Section - Notice of Default and Right to Cure

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

Notice of Default and Right to Cure. If you believe I am in default and I have a right to cure the default under the *Wisconsin Consumer Act*, you will give me a written notice of the default and right to cure. I may cure my default, except if twice during the preceding 12 months, I defaulted under this same Agreement, you properly notified me of the defaults and right to cure, and I cured these prior defaults. I may cure the default within 15 days after you mail or personally deliver this notice to me. Until this 15-day period ends, you may not exercise your remedies, except for those which the *Wisconsin Consumer Act* permits during this time.

Section - Remedies

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

After I default, and after you give any notice and opportunity to cure when required under the *Wisconsin Consumer Act*, you may at your option, to the extent permitted by law, do any of the following:

- You may terminate this Line of Credit and make all or any part of the amount owing by the terms of this Agreement due.
- You may temporarily or permanently prohibit any additional advances.
- You may make amounts advanced on my behalf due, and you may add these amounts to the Loan Account Balance. If the Property is perishable and threatening to decline speedily in value, you are not required to give me notice before you add these amounts to the Loan Account Balance. In all other cases, you will give me written notice of my nonperformance and then I will have a reasonable opportunity to perform before you add these amounts to the Loan Account Balance.
- You may use any and all remedies you have under applicable law or any agreement securing this Agreement.

Except as otherwise required by law, by choosing a remedy you do not give up your right to use another remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

Otherwise

After I default, and after you give any legally required notice and opportunity to cure, you may at your option, to the extent permitted by law, do any of the following:

- You may terminate this Line of Credit and make all or any part of the amount owing by the terms of this Agreement immediately due.
- You may temporarily or permanently prohibit any additional advances.
- You may temporarily or permanently reduce the Credit Limit.
- You may demand additional security or additional parties to be obligated to pay this Agreement.
- You may make a claim for any and all insurance benefits or refunds that may be available on my default.
- You may make amounts advanced on my behalf immediately due, and you may add these amounts to the Loan Account Balance.
- You may use any and all remedies you have under applicable law or any agreement securing this Agreement.

Except as otherwise required by law, by choosing a remedy you do not give up your right to use another remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

Section - Default Charges and Attorneys' Fees

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

Default Charges and Attorneys' Fees. If I default, I agree to pay your statutory fees and charges and statutory attorneys' fees when and to the extent authorized by the *Wisconsin*

Consumer Act. Fees and charges include, but are not limited to, the disposition of any Property under *Wis. Stat. Ann.* § 422.413, as amended. To the extent permitted by the *United States Bankruptcy Code*, this section applies when anyone obligated under this Agreement is subject to a voluntary or involuntary bankruptcy proceeding under a court exercising jurisdiction under the *United States Bankruptcy Code*.

Section - Set-Off

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

You may set-off any amount due and payable under the terms of this Agreement against my right to receive money from you, unless prohibited by applicable law. For example, your right of set-off will not apply if I may obtain credit under this Agreement by using a credit card.

Otherwise

You may set-off any amount due and payable under the terms of this Agreement against my right to receive money from you, unless prohibited by applicable law. For example, your right of set-off will not apply if I may obtain credit under this Agreement by using a credit card.

Section - Waivers and Consent

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

To the extent not prohibited by law and subject to any required notice and opportunity to cure a default for the failure to make a required payment, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor. In addition, subject to *Wis. Stat. Ann.* §422.407, as amended, I will not assert my claims or defenses, arising out of the Line of Credit, against any person to whom you assign your rights under the Line of Credit (the "*assignee*") if the assignee: is unrelated to you, acquires the Line of Credit in good faith and for value, gives me a notice of the assignment, and has not received notice from me of my claims or defenses within 12 months after the assignee mailed me the notice of assignment. No delay or forbearance on your part in exercising any of your rights or remedies will be construed as a waiver by you, unless such waiver is in writing and is signed by you.

Otherwise

To the extent not prohibited by law and except for any required notice of right to cure for the failure to make a required payment, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor. To the extent not prohibited by law, I and any other party to this Line of Credit, also consent to the following actions that you may take, and waive defenses that may be available based on these actions, or based on the status of a party to this Line of Credit.

- You may renew or extend payments on this Agreement, regardless of the number of such renewals or extensions.

- You may release any Borrower or other person who may be liable for the indebtedness under this Agreement.
- You may release, substitute or impair any Property securing this Agreement.
- You may invoke your right of set-off.
- You may enter into any sales or repurchases of this Agreement to any person in any amounts and I waive notice of such sales or repurchases.
- I agree that any Borrower is authorized to modify the terms of this Agreement or any other Line of Credit document.
- You may inform any party who guarantees this Line of Credit of any loan accommodations, renewals, extensions, modifications, substitutions, or future advances.

No delay or forbearance on your part in exercising any of your rights or remedies will be construed as a waiver by you, unless such waiver is in writing and is signed by you.

Section - Integration and Severability

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

This Agreement is the complete and final expression of our agreement. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable, unless otherwise provided by the *Wisconsin Consumer Act*.

Otherwise

This Agreement is the complete and final expression of our agreement. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

Section - Notice, Financial Reports and Additional Documents

COND.ID376. The loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

Any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address above, or to any other address designated in writing. For any notice that is required by the *Wisconsin Consumer Act*, you will send any notices to only one address if all Borrowers reside at that address and the notice is addressed to each of these Borrowers, and you will also send separate notices to any other Borrower who resides at a different address. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver and file any additional documents or certifications that you may consider necessary to perfect, continue and preserve my obligations under this Line of Credit and to confirm your lien status on any Property. Time is of the essence.

Otherwise

Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address above, or to any other address designated

in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Line of Credit and to confirm your lien status on any Property. Time is of the essence.

Section - Collection Expenses and Attorneys' Fees

COND.ID00368. The loan act is NOT the Wisconsin Consumer Act.

If the applicable law state is Wisconsin and is not Wisconsin Consumer Act, then include:

Collection Expenses and Attorneys' Fees. On or after Default, to the extent permitted by law, I agree to pay the following:

COND.ID00369. The applicable law state is Wisconsin and the loan act is NOT the Wisconsin Consumer Act.

If the applicable law state is Wisconsin and is not Wisconsin Consumer Act, then include:

All costs and expenses incurred by you in collecting, enforcing or protecting your rights and remedies under this Agreement. To the extent permitted by the *United States Bankruptcy Code*, this section applies when anyone obligated under the Line of Credit is subject to a voluntary or involuntary bankruptcy proceeding under a court exercising jurisdiction under the Bankruptcy Code.

26. CreditReportAuthorization-HE

This document prints N/A if a lender fails to pass a required field. WI Stat. Section 422.304.

27. CustomersRightToSubstitutePropertyOrLiabilityInsurance

Select for loans subject to the Wisconsin Consumer Act when borrowers have purchased flood, property or liability insurance from the lender.

Note: If Wisconsin Consumer Act is not passed this form will not select.

28. ExplanationOfPersonalObligation

Select if (a) There is an individual cosigner, borrower treated as a cosigner, or guarantor, AND (b) the amount financed is \$25,000 or less, AND (c) either (1) the loan is subject to the Wisconsin Consumer Act, OR (2) the loan is secured by a first lien mortgage on real property collateral located in Wisconsin.

Note: If Wisconsin Consumer Act is not passed this form will not select.

29. Guaranty-Consumer

Select this document when there is a guarantor, and the Lender does not want a Consumer Guaranty (Without Garnishment), and the governing law state for the guaranty is not AZ, CA, DE,

KY, LA, MO, NJ, PA, SC, TX or WI if the loan is made under the Wisconsin Consumer Act. OR Select this document when there is a guarantor, and the Lender does not want a Consumer Guaranty (Without Garnishment), and the governing law state for the guaranty is WI, and the loan is not made under the Wisconsin Consumer Act. In a modification transaction, only select if there is a guarantor that is being added in the modification.

Note: If the governing state is Wisconsin, this form will not select if the Wisconsin Consumer Act is passed.

30. GuarantyConsumerWI

Select this document when there is a guarantor and the Lender does not want a Consumer Guaranty (Without Garnishment) and the governing law state for the guaranty is WI and the transaction is under the Wisconsin Consumer Act. In a modification transaction, only select if there is a guarantor that is being added in the modification.

Note: If Wisconsin Consumer Act is not passed this form will not select.

31. LoanAgreementConstructionConsumer

Section - Insolvency or Bankruptcy

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If Wisconsin Consumer Act, then do not include:

Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against any of the Loan Parties.

Section - Death or Incompetency

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If Wisconsin Consumer Act, then do not include :

Death or Incompetency. Any of the Loan Parties die or are declared legally incompetent.

Section - Failure to Perform

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If Wisconsin Consumer Act, then do not include:

Failure to Perform. Any of the Loan Parties fail to perform any condition or to keep any promise or covenant contained in this Agreement or any other Loan Document.

Section - Other Loan Documents

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If Wisconsin Consumer Act, then do not include:

Other Loan Documents. A default or event of default occurs under the terms of any other Loan Document.

Section - Other Agreements

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If Wisconsin Consumer Act, then do not include:

Other Agreements. Any of the Loan Parties are in default on any other debt or under any other agreement such Loan Party has with DTA.ID02220.

Section - Misrepresentation

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If Wisconsin Consumer Act, then do not include:

Misrepresentation. Any of the Loan Parties make any verbal or written statement or provide any financial information under or in connection with any Loan Document that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

Section - Judgment

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If Wisconsin Consumer Act, then do not include:

Judgment. Any of the Loan Parties fail to satisfy or appeal any judgment against it.

Section - Name Change

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If Wisconsin Consumer Act, then do not include:

Name Change. Borrower or Owner change its name or assume an additional name without notifying DTA.ID02220 before making such a change.

Section - Property Transfer

COND.ID00615. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, South Carolina-Consumer Protection Act, Idaho-Consumer Loan Act, or WI-Wisconsin Consumer Act.

If Wisconsin Consumer Act, then do not include:

Property Transfer. Any of the Loan Parties transfer all or a substantial part of such Loan Party's property or assets.

Section - Property Value

COND.ID00631. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, Idaho-Consumer Loan Act, South Carolina-Consumer Protection Act, WI-Wisconsin Consumer Act, or property state is not Tennessee.

If Wisconsin Consumer Act, then do not include:

Property Value. DTA.ID02220 determines in good faith that the value of the Property has materially declined or is materially impaired.

Section - Insecurity

COND.ID00632. The governing law state is NOT Iowa-UCCC, Kansas-UCCC, Maine-UCCC, Idaho-Consumer Loan Act, South Carolina-Consumer Protection Act, WI-Wisconsin Consumer Act, Rhode Island, or Tennessee.

If the governing law state is Wisconsin and is not Wisconsin Consumer Act, then do not include:

Insecurity. DTA.ID02220 determines in good faith that a material adverse change has occurred in any of the Loan Parties' financial condition from the conditions set forth in such Loan Party's most recent financial statement before the date of this Agreement or that the prospect for payment or performance of the Loan is impaired for any reason.

Section - Deposits

COND.ID00633. The governing law state is not WI - Wisconsin Consumer Act.

If the governing law state is Wisconsin and is not Wisconsin Consumer Act, then do not include:

Deposits. Borrower fails to promptly deposit any amounts that DTA.ID02220.

Section - Contractor's Insolvency

COND.ID00633. The governing law state is not WI - Wisconsin Consumer Act.

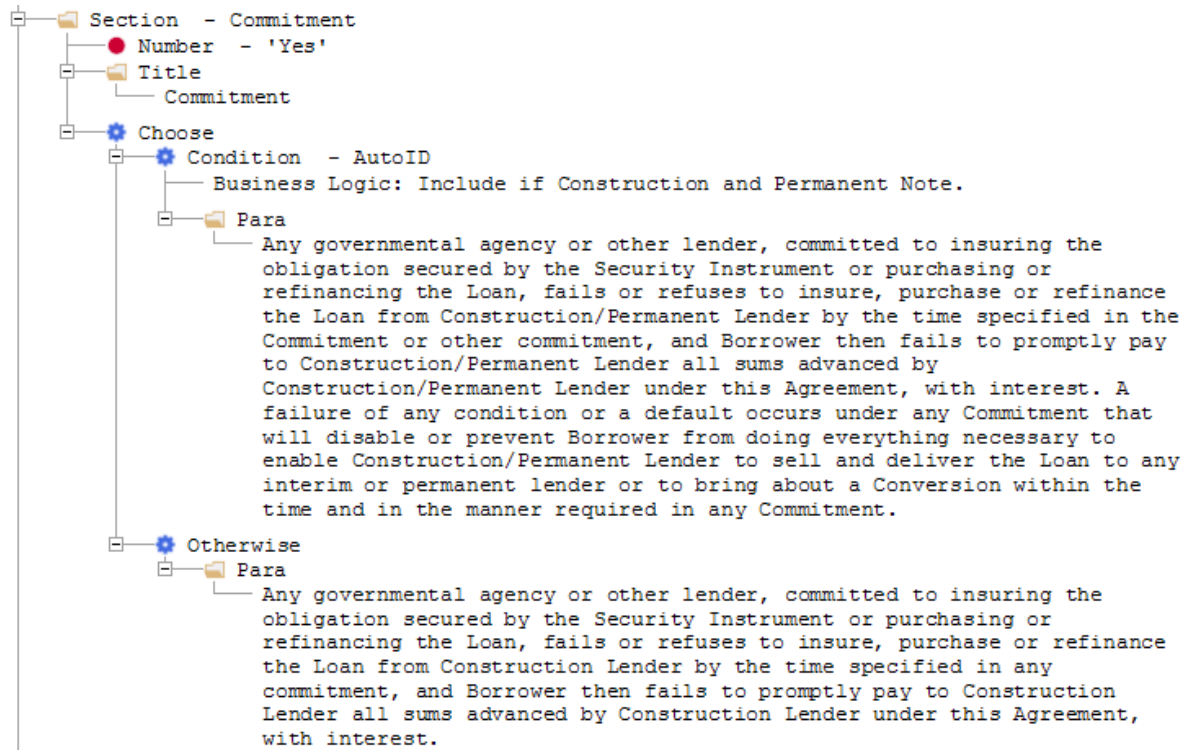
If the governing law state is Wisconsin and is not Wisconsin Consumer Act, then include:

Contractor's Insolvency. The Project general contractor becomes insolvent, either because its liabilities exceed its assets or because the Project's general contractor is unable to pay its debts as they become due.

Section - Commitment

COND.ID00633. The governing law state is not WI - Wisconsin Consumer Act.

If the governing law state is Wisconsin and is not Wisconsin Consumer Act, then do not include:



Section - Encroachment

COND.ID00633. The governing law state is not WI - Wisconsin Consumer Act.

If the governing law state is Wisconsin and is not Wisconsin Consumer Act, then do not include:

Any encroachment to the Property or to other property results from the existence or construction of the Improvements when this encroachment is not removed or corrected within 30 days.

Section - Unsatisfactory Construction

COND.ID00633. The governing law state is not WI - Wisconsin Consumer Act.

If the governing law state is Wisconsin and is not Wisconsin Consumer Act, then do not include:

DTA.ID02220 or DTA.ID02220's Inspector determine that any construction work is not constructed according to the Plans and Specifications or the Construction Contract, communicate this failure to Owner, and such unsatisfactory construction is not corrected to the satisfaction of DTA.ID02220's Inspector within 30 days after notification of this disapproval.

Section - Interruption of Construction

COND.ID00633. The governing law state is not WI - Wisconsin Consumer Act.

If the governing law state is Wisconsin and is not Wisconsin Consumer Act, then do not include:

Interruption of Construction. Construction on the Improvements is delayed or discontinued for the shortest period provided under any performance or payment bonds, or

otherwise 10 or more continuous days, so DTA.ID02220's Inspector in its sole discretion concludes that the construction may not be completed on or before the Completion Date. The permissible delays for certain events may be increased from 10 to 15 continuous days for a single continuous period or 30 total non-continuous days or shorter periods required by the payment or performance bonds. These certain events permitting delay or discontinuance include: fire, earthquake, or other acts of God, acts of the public enemy, riot, insurrection, governmental regulation of the sale of material and supplies or the transportation thereof, or strikes directly affecting the work of construction, or shortages of material or labor resulting directly from governmental controls or diversions.

Section - Complete Project

COND.ID00633. The governing law state is not WI - Wisconsin Consumer Act.

If the governing law state is Wisconsin and is not Wisconsin Consumer Act, then do not include:

Complete Project. DTA.ID02220 may, but is not obligated to, do anything DTA.ID02220 determines is necessary or desirable to complete the Project under the Plans and Specifications or as DTA.ID02220 otherwise considers appropriate. DTA.ID02220 may at DTA.ID02220's sole discretion advance funds to complete the Project even when all of these advances exceed the Loan's maximum total principal amount. DTA.ID02220 may discontinue completing the Project at any time without liability. Borrower and Owner, severally, each for itself and to the extent applicable, appoint and constitute DTA.ID02220 as each such party's attorney-in-fact with full power and substitution in the Property to complete the Project's development, construction and equipping in Owner's name. This power of attorney is irrevocable since it is a power coupled with an interest.

Section - Lender's Right to Cure

COND.ID00633. The governing law state is not WI - Wisconsin Consumer Act.

If the governing law state is Wisconsin and is not Wisconsin Consumer Act, then do not include:

DTA.ID02220's Right to Cure. DTA.ID02220 may, but is not obligated to, advance Loan proceeds to cure any default that may be cured by a payment of money.

Section - Casualty

COND.ID00633. The governing law state is not WI - Wisconsin Consumer Act.

If the governing law state is Wisconsin and is not Wisconsin Consumer Act, then do not include:

Casualty. If all or part of the Improvements are damaged or destroyed by a casualty, Owner will promptly collect and cause to be delivered to DTA.ID02220 all insurance proceeds. If DTA.ID02220 decides that sufficient insurance proceeds and undisbursed Loan proceeds exist to complete the Project on or before the Completion Date, then DTA.ID02220 may disburse any insurance proceeds deposited with DTA.ID02220 for the Project's restoration and completion. DTA.ID02220 need not make any disbursements of the Loan proceeds and insurance proceeds until such restoration is completed to DTA.ID02220's satisfaction. If DTA.ID02220 decides that insufficient insurance proceeds and undisbursed Loan proceeds exist to complete the Project on or before the Completion Date, then DTA.ID02220 will collect, retain and apply these insurance proceeds to reduce the Loan's principal balance.

Section - Payments

COND.ID00634. The governing law state is Wisconsin and the loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

Borrower fails to make a payment when due, excluding any late or deferral charges, as follows:

- (1) If payments are due every two months or more frequently: Borrower fails to pay an amount exceeding one full payment for more than 10 days after the scheduled or deferred due dates, or Borrower fails to pay the first payment or the last payment within 40 days of its scheduled or deferred due date.
- (2) If payments are due less frequently than every two months: Borrower fails to pay all or part of one scheduled payment for more than 60 days after the scheduled or deferred due date.

Otherwise

Borrower fails to make any payment under any of the Loan Documents in full when due.

Section - Default

COND.ID00634. The governing law state is Wisconsin and the loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

Failure of Condition or Term. The Borrower or Owner fails to observe any other covenant, breach of which materially impairs the condition, value or protection of DTA.ID02220's right in any collateral securing the Loan or materially impairs Borrower's ability to pay amounts due.

Section - Remedies

COND.ID00634. The governing law state is Wisconsin and the loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

Following an Event of Default, and after DTA.ID02220 gives any notice and opportunity to cure the default when required under the Wisconsin *Consumer Act*, DTA.ID02220 may at DTA.ID02220's option do any one or more of the following:

Otherwise

Following an Event of Default, and after DTA.ID02220 gives any legally required notice and opportunity to cure the default, DTA.ID02220 may at DTA.ID02220's option do any one or more of the following:

Section - Attachment

COND.ID00634. The governing law state is Wisconsin and the loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

Attachment. DTA.ID02220 may attach or garnish Borrower's wages or earnings after entry of judgment on the Secured Debts up to the amount permitted by law.

Section - Collection Expenses and Attorneys' Fees

COND.ID00634. The governing law state is Wisconsin and the loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

Default Charges and Attorneys' Fees. On or after the occurrence of an Event of Default, Borrower and Owner agree to pay DTA.ID02220's statutory fees and charges and statutory attorneys' fees when and to the extent authorized by the *Wisconsin Consumer Act*. Borrower and Owner also agree to pay any other such charge DTA.ID02220 incurs as specifically authorized by the Wisconsin Consumer Act. Fees and charges include, but are not limited to, those relating to the disposition of any Property under *Wis. Stat. Ann. § 422.413*, as amended. In addition, to the extent permitted by the *United States Bankruptcy Code*, Borrower and Owner agree to pay such fees and charges in connection with any bankruptcy proceedings initiated by or against Borrower or Owner.

Otherwise

Collection Expenses and Attorneys' Fees. On or after the occurrence of an Event of Default, to the extent permitted by law, Borrower and Owner agree to pay all expenses of collection, enforcement or protection of DTA.ID02220's rights and remedies under this Agreement or any other Loan Document. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Promissory Note. All fees and expenses will be secured by the Property. In addition, to the extent permitted by the *United States Bankruptcy Code*, Borrower and Owner agree to pay the reasonable attorneys' fees incurred by DTA.ID02220 to protect DTA.ID02220's rights and interests in connection with any bankruptcy proceedings initiated by or against Borrower or Owner.

Section - Amendment, Integration and Severability

COND.ID00634. The governing law state is Wisconsin and the loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

This Agreement may not be amended or modified by oral agreement. No amendment or modification of this Agreement is effective unless made in writing and executed by DTA.ID02220, Borrower and Owner. This Agreement and the other Loan Documents are the complete and final expression of the understanding between DTA.ID02220, Borrower and Owner. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable, unless otherwise provided by the *Wisconsin Consumer Act*.

Otherwise

This Agreement may not be amended or modified by oral agreement. No amendment or modification of this Agreement is effective unless made in writing and executed by DTA.ID02220, Borrower and Owner. This Agreement and the other Loan Documents are the complete and final expression of the understanding between DTA.ID02220, Borrower and Owner. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

Section - Notice, Financial Reports and Additional Documents

COND.ID00634. The governing law state is Wisconsin and the loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

Any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed at the beginning of this Agreement, or to any other address designated in writing. For any notice required by the *Wisconsin Consumer Act*, DTA.ID02220 will send any notices to only one address if all Loan Parties reside at that address and the notice is addressed to each of those Loan Parties, and, if required, DTA.ID02220 also will send a separate notice to any other Loan Party who resides at a different address. Borrower and Owner will inform DTA.ID02220 of any change in name, address or other application information. Borrower and Owner will provide, and cause the other Loan Parties to provide, DTA.ID02220 any correct and complete financial statements or other information DTA.ID02220 requests. Borrower and Owner each agree to sign, deliver, and file any additional documents or certifications that DTA.ID02220 may consider necessary to perfect, continue, and preserve Borrower's and Owner's obligations under this Loan and to confirm DTA.ID02220's lien status on any Property. Time is of the essence.

Otherwise

Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed at the beginning of this Agreement, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. Notice to one Owner will be deemed to be notice to all Owners. Borrower and Owner will inform DTA.ID02220 of any change in name, address or other application information. Borrower and Owner will provide, and cause the other Loan Parties to provide, DTA.ID02220 any correct and complete financial statements or other information DTA.ID02220 requests. Borrower and Owner each agree to sign, deliver, and file any additional documents or certifications that DTA.ID02220 may consider necessary to perfect, continue, and preserve Borrower's and Owner's obligations under this Loan and to confirm DTA.ID02220's lien status on any Property. Time is of the essence.

Section - Signatures

COND.ID00634. The governing law state is Wisconsin and the loan act is the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

NOTICE TO CUSTOMER

1. DO NOT SIGN THIS BEFORE YOU READ THE ENTIRE AGREEMENT EVEN IF OTHERWISE ADVISED.
2. DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.
3. YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.

4. YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

Section - Attachment

COND.ID00646. The governing law state is Wisconsin and the loan act is NOT the Wisconsin Consumer Act.

If the governing law state is Wisconsin and is not Wisconsin Consumer Act, then do not include:

Attachment. DTA.ID02220 may attach or garnish Borrower's wages or earnings on the Secured Debts up to the amount permitted by law.

Section - Take Possession of the Property

COND.ID00647. The governing law state is not New Mexico or the governing law state is not Wisconsin and the loan act is not the Wisconsin Consumer Act.

If Wisconsin Consumer Act, then do not include:

Take Possession of the Property. DTA.ID02220 may take possession of the Property to the extent and in a manner not otherwise prohibited by law.

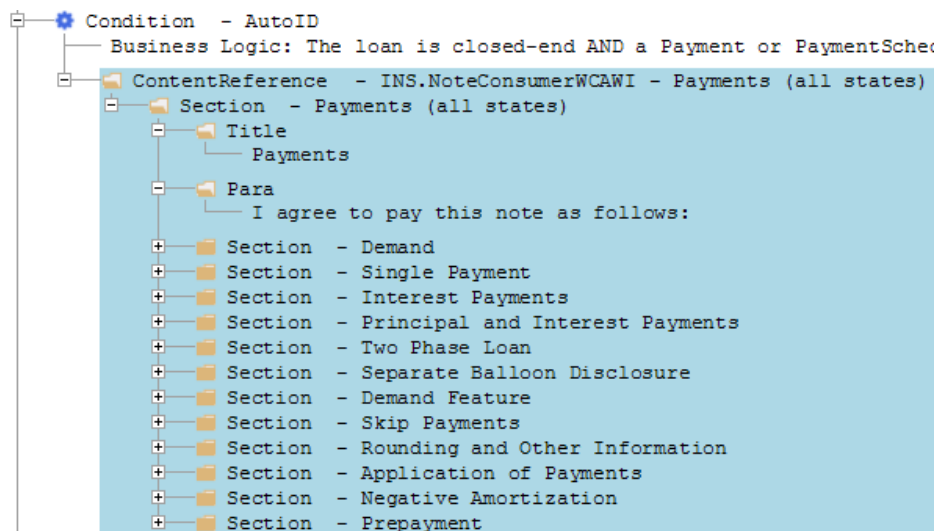
32. ModificationAgreement-Loan

Section - Amended Note Terms

COND.ID00010. The loan is closed-end AND a Payment or PaymentSchedule is passed AND the loan act is Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

Wisconsin Consumer Act is used to determine whether to pull sections of NoteConsumerWCAWI into the Modification Agreement via a Content Reference.



Section - Interest

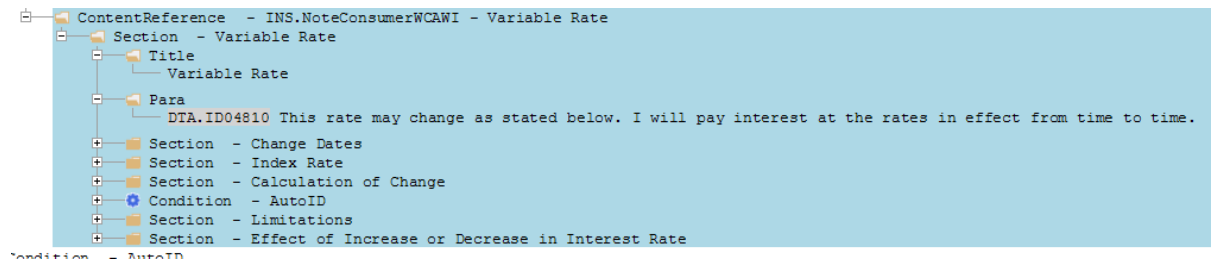
COND.ID00021. The loan is closed-end AND an interest rate is passed AND the loan act is 'Wisconsin Consumer Act'.

If Wisconsin Consumer Act, then include:

Interest. I agree to pay interest on the outstanding principal balance from DTA.ID00229 at the rate of DTA.ID00230 per year until paid in full, subject to any rate changes provided in the *Variable Rate* section or *Post-Maturity Rate* section.

Interest accrues on the principal remaining unpaid from time to time, until paid in full. If you give my loan money in more than one advance, each advance will start to earn interest only when I receive it. The interest rate(s) and other charges on this note will never exceed the highest rate or charge allowed by law for this note. If you collect more interest than the law and this note allow, you agree to refund it to me. If you send any erroneous notice of interest, you agree to correct it.

Wisconsin Consumer Act is used to determine whether to pull sections of NoteConsumerWCAWI into the Modification Agreement via a Content Reference.



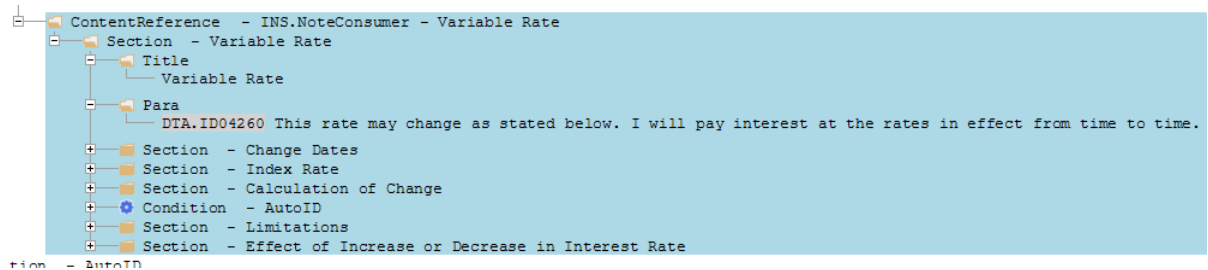
COND.ID00022. The loan is closed-end AND an interest rate is passed AND the loan act is NOT 'Wisconsin Consumer Act'.AND either (a) the governing law is NOT Texas OR (b) the loan act is NOT 'General Interest Law - Home Equity' or 'Secondary Mortgage Loans - Home Equity'.

If the governing law state is Wisconsin and is not Wisconsin Consumer Act, then include:

Interest. I agree to pay interest on the outstanding principal balance from DTA.ID00227 at the rate of DTA.ID00228 per year until paid in full, subject to any rate changes provided in the *Variable Rate* or *Post-Maturity Rate* section.

Interest accrues on the principal remaining unpaid from time to time, until paid in full. If you give my loan money in more than one advance, each advance will start to earn interest only when I receive it. The interest rate(s) and other charges on this note will never exceed the highest rate or charge allowed by law for this note. If you collect more interest than the law and this note allow, you agree to refund it to me. If you send any erroneous notice of interest, you agree to correct it.

Wisconsin Consumer Act is used to determine whether to pull sections of NoteConsumer into the Modification Agreement via a Content Reference. If the governing law state is Wisconsin and is not Wisconsin Consumer Act, then include:



Section - Signatures

COND.ID00243. The loan act is Wisconsin Consumer Act.

If Wisconsin Consumer Act, then include:

NOTICE TO CUSTOMER

1. DO NOT SIGN THIS BEFORE YOU READ THE ENTIRE AGREEMENT EVEN IF OTHERWISE ADVISED.
2. DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.
3. YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
4. YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

33. ModificationAgreement-Mortgage

Section - Signatures

COND.ID00365. Location state is Wisconsin and the Wisconsin Consumer Act applies.

If Wisconsin Consumer Act, then include:

NOTICE TO CONSUMER

1. DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED.
2. DO NOT SIGN THIS IF IT CONTAINS BLANK SPACES.
3. YOU ARE ENTITLED TO AN EXACT COPY OF THE AGREEMENT YOU SIGN.
4. YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

34. MortgageClosedEndWI

This document prints N/A if a lender fails to pass a required field. WI Stat. Section 422.304.

Section - Maximum Obligation Limit

COND.ID00215. Wisconsin Consumer Act applies.

If Wisconsin Consumer Act, then include:

The total principal amount secured by this Security Instrument at any one time shall not exceed DTA.ID01016. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security.

COND.ID00216. Wisconsin Consumer Act does NOT apply.

If the property state is Wisconsin and is not Wisconsin Consumer Act, then include:

The total principal amount secured by this Security Instrument at any one time shall not exceed DTA.ID01003. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

Section - Due on Sale or Encumbrance

COND.ID00215. Wisconsin Consumer Act applies.

If Wisconsin Consumer Act, then include:

If Lender exercises this option, Lender shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Security Instrument. If Mortgagor fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice of demand on Mortgagor.

Section - Authority to Perform

COND.ID00215. Wisconsin Consumer Act applies.

If Wisconsin Consumer Act, then include:

If Mortgagor fails to perform the covenants and agreements contained in this Security Instrument regarding preserving or insuring the Property, then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's right in the Property, and after sending Mortgagor written notice and allowing Mortgagor a reasonable opportunity for performance, when legally required. Notice is not required for an agricultural transaction where the collateral is perishable and threatens to decline speedily in value. If there is a legal proceeding that may significantly affect Lender's right in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), the Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property, after sending Mortgagor a written notice of the right to cure and waiting 15 days, if applicable.

Lender's actions under this section may include paying any sums secured by a lien that has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this covenant, Lender does not have to do so, nor does it preclude Lender from exercising any other of Lender's rights under the law or this Security Instrument.

Any amount paid by Lender to protect Lender's security interest, in accordance with the terms of this Security Instrument, shall be secured by this Security Instrument. These sums will be due on demand and will accrue interest at the highest rate in effect from time to time on the Secured Debt from the date of payment until paid in full.

COND.ID00216. Wisconsin Consumer Act does NOT apply.

If the property state is Wisconsin and is not Wisconsin Consumer Act, then include:

If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

Section - Assignment of Leases and Rents

COND.ID00215. Wisconsin Consumer Act applies.

If Wisconsin Consumer Act, then include:

Mortgagor assigns, grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in the following (all included in "*Property*"): existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including any extensions, renewals, modifications or replacements (all referred to as "*Leases*"); and rents, issues and profits (all referred to as "*Rents*"). In the event any item listed as Leases or Rents is determined to be personal property, this assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default.

Upon default, Mortgagor will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Security Instrument. As long as this Security Instrument is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants.

COND.ID00216. Wisconsin Consumer Act does NOT apply.

If the property state is Wisconsin and is not Wisconsin Consumer Act, then include:

Mortgagor assigns, grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in the following (all included in "*Property*"): existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements

for the use and occupancy of the Property, including any extensions, renewals, modifications or replacements (all referred to as "*Leases*"); and rents, issues and profits (all referred to as "*Rents*"). In the event any item listed as Leases or Rents is determined to be personal property, this assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Security Instrument. As long as this Security Instrument is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants.

Section - Leaseholds; Condominiums; Planned Unit Developments

COND.ID00215. Wisconsin Consumer Act applies.

If Wisconsin Consumer Act, then include:

Leaseholds; Condominiums; Planned Unit Developments.

COND.ID00216. Wisconsin Consumer Act does NOT apply.

If the property state is Wisconsin and is not Wisconsin Consumer Act, then include:

Leaseholds; Time-Shares; Condominiums; Planned Unit Developments.

Section - Default

COND.ID00215. Wisconsin Consumer Act applies.

If Wisconsin Consumer Act, then include:

Mortgagor will be in default if any of the following occur with regard to the Secured Debt which is secured by this Security Instrument: (1) with respect to a transaction other than one pursuant to an open-end plan, (a) if the interval between scheduled payments is 2 months or less, to have an outstanding amount exceeding one full payment which has remained unpaid for more than 10 days after the scheduled or deferred due dates, or the failure to pay the first payment or the last payment, within 40 days of its scheduled or deferred due date, (b) if the interval between scheduled payments is more than 2 months, to have all or any part of one scheduled payment unpaid for more than 60 days after its scheduled or deferred due date, (c) if the transaction is scheduled to be repaid in a single payment, to have all or any part of the payment unpaid for more than 40 days after its scheduled or deferred due date; (2) with respect to a transaction pursuant to an open end plan, failure to pay when due on 2 occasions within any 12-month period; or (3) if any other condition in this Security Instrument is violated, and such breach materially impairs the condition, value or protection of or Lender's right in the Property, or materially impairs Mortgagor's ability to pay amounts due.

Otherwise

Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.

Section - Notice of Default and Right to Cure

COND.ID00215. Wisconsin Consumer Act applies.

If Wisconsin Consumer Act, then include:

Notice of Default and Right to Cure. Where required by law, Lender will send Mortgagor written notice of default and right to cure. The notice shall specify (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 15 days from the date the notice is mailed to Mortgagor, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and the sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Mortgagor to acceleration and sale. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

Section - Acceleration

COND.ID00215. Wisconsin Consumer Act applies.

If Wisconsin Consumer Act, then include:

Acceleration. If the breach is not cured on or before the date specified in the notice of default, Lender, at Lender's option, may declare all of the sums secured by this Security Instrument to be immediately due and payable without further demand and may invoke the power of sale and other remedies permitted by applicable law.

Section - Default Charges and Attorneys' Fees

COND.ID00215. Wisconsin Consumer Act applies.

If Wisconsin Consumer Act, then include:

Default Charges and Attorneys' Fees. Lender shall be entitled to collect all statutory collection expenses incurred in the disposition of the Property and such other charges as are specifically authorized by *Wis. Stat.* Ch. 421 to 427, or if the Property is secured by a first lien real estate mortgage or its equivalent security interest as defined in *Wis. Stat.* Ch. 428, those expenses authorized by that chapter, including attorneys' fees, to the extent permitted. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal

expenses. After Mortgagor has paid all sums secured by this Security Instrument, and Lender has terminated any commitments for future advances, Lender shall release this Security Instrument without charge to Mortgagor. Mortgagor agrees to pay for any recordation costs of such release.

Section - Power of Sale

COND.ID00215. Wisconsin Consumer Act applies.

If Wisconsin Consumer Act, then include:

Power of Sale. If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by applicable law to Mortgagor and to the other persons prescribed by applicable law. Lender shall publish the notice of sale and the Property shall be sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all statutory collection expenses as described in Default Charges and Attorneys' Fees above; (b) to all sums secured by this Security Instrument; and (c) the excess, if any, to the clerk of the Circuit Court of the County in which the sale is held.

Section - Mortgagor's Right to Reinstate

COND.ID00215. Wisconsin Consumer Act applies.

If Wisconsin Consumer Act, then include:

Mortgagor's Right to Reinstate. The Mortgagor may redeem the Property at any time before the sale by paying the following: (a) the amount of the judgment, with interest and statutory collection expenses as described in Default Charges and Attorneys' Fees above; (b) any statutory collection expenses incurred after the judgment; and (c) any taxes paid by the Lender after the judgment, with interest from the date of payment. The rate of interest paid will be the same rate of interest as found in the Secured Debt.

Section - Environmental Laws and Hazardous Substances

COND.ID00215. Wisconsin Consumer Act applies.

If Wisconsin Consumer Act, then include:

As used in this section, (1) "*Environmental Law*" means, without limitation, the *Comprehensive Environmental Response, Compensation and Liability Act* (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state of Wisconsin and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) "*Hazardous Substance*" means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

COND.ID00216. Wisconsin Consumer Act does NOT apply.

If the property state is Wisconsin and is not Wisconsin Consumer Act, then include:

As used in this section, (1) "*Environmental Law*" means, without limitation, the *Comprehensive Environmental Response, Compensation and Liability Act* (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) "*Hazardous Substance*" means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Section - Insurance

COND.ID00215. Wisconsin Consumer Act applies.

If Wisconsin Consumer Act, then include:

Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument, after sending Mortgagor written notice and allowing Mortgagor a reasonable opportunity for performance, when legally required. Notice is not required for an agricultural transaction where the collateral is perishable and threatens to decline speedily in value.

COND.ID00216. Wisconsin Consumer Act does NOT apply.

If the property state is Wisconsin and is not Wisconsin Consumer Act, then include:

Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

Section - Applicable Law; Severability; Interpretation

COND.ID00215. Wisconsin Consumer Act applies.

If Wisconsin Consumer Act, then include:

This Security Instrument is governed by the laws of the state of Wisconsin, except that repossession will be governed, to the extent permitted by *Wis. Stat.* §421.201(5), as amended, by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended

or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed from the remaining provisions to the extent not prohibited by the *Wisconsin Consumer Act* and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

COND.ID00216. Wisconsin Consumer Act does NOT apply.

If the property state is Wisconsin and is not Wisconsin Consumer Act, then include:

This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

Section - Notice

COND.ID00215. Wisconsin Consumer Act applies.

If Wisconsin Consumer Act, then include:

Any statutorily required notice may be given by delivering it or by mailing it by first class mail to the appropriate party's address in this Security Instrument, or to the last address furnished to Lender by Mortgagor. Such a notice may be sent to only one address if all parties reside at that address and the notice is addressed to each party or, if required by *Wis. Banking Rule 80.37*, any party who resides at a different address shall be sent a separate notice.

COND.ID00216. Wisconsin Consumer Act does NOT apply.

If the property state is Wisconsin and is not Wisconsin Consumer Act, then include:

Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address in this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.

Section - Signatures

COND.ID00215. Wisconsin Consumer Act applies.

If Wisconsin Consumer Act, then include:

NOTICE TO CONSUMER

1. Do not sign this before you read the writing on all pages, even if otherwise advised.
2. Do not sign this if it contains blank spaces.
3. You are entitled to an exact copy of any agreement you sign.
4. You have the right at any time to pay in advance the unpaid balance due under this agreement and you may be entitled a partial refund of the finance charge.

Section - Remedies on Default

COND.ID00216. Wisconsin Consumer Act does NOT apply.

If the property state is Wisconsin and is not Wisconsin Consumer Act, then include:

Remedies on Default. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents, including the power to sell the Property.

If there is a default, Lender shall, in addition to any other permitted remedy, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash and convey absolute title free and clear of all right, title and interest of Mortgagor at such time and place as Lender designates. Lender shall give notice of sale including the time, terms and place of sale and a description of the Property to be sold as required by the applicable law in effect at the time of the proposed sale.

Upon sale of the Property and to the extent not prohibited by law, Lender shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser, and after first paying all fees, charges and costs, shall pay to Lender all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt, paying the surplus, if any, to Mortgagor. Lender may purchase the Property. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein.

All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

Section - Other Terms

COND.ID00216. Wisconsin Consumer Act does NOT apply.

If the property state is Wisconsin and is not Wisconsin Consumer Act, then include:

DTA.ID01005 **Escrow**. If checked, an escrow account will be used for the Property's: estimated annual real estate taxes and assessments; property or hazard insurance premiums; flood insurance premiums, if any; leasehold payments or ground rents, if any; and private mortgage insurance premiums, if any. On demand, Mortgagor will pay to Lender any additional sums required to fully pay these escrow obligations when due. Lender will pay these escrow obligations when due and may commingle escrowed funds with Lender's general funds.

Section - Expenses; Advances on Covenants; Attorneys' Fees; Collection Costs

COND.ID00216. Wisconsin Consumer Act does NOT apply.

If the property state is Wisconsin and is not Wisconsin Consumer Act, then include:

Expenses; Advances on Covenants; Attorneys' Fees; Collection Costs. On or after default, to the extent permitted by law, Mortgagor agrees to pay all expenses of collection, enforcement or protection of Lender's rights and remedies under this Security Instrument. Mortgagor agrees to pay expenses for Lender to inspect and preserve the Property and for any recordation costs of releasing the Property from this Security Instrument. Expenses include, but are not limited to, reasonable attorneys' fees, court costs and other legal expenses. If the DTA.ID06420 is subject to *Wis. Stat.* Chapter 428, then reasonable attorneys' fees are limited to those authorized by this chapter. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the DTA.ID06420. To the extent permitted by the *United States Bankruptcy Code*, Mortgagor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debts as awarded by any court exercising jurisdiction under the Bankruptcy Code.

Section - Escrow for Taxes and Insurance

COND.ID07919. The Wisconsin Consumer Act applies, and the lender is not requiring that funds paid by a mortgagor or grantor for this loan be placed in an escrow.

If Wisconsin Consumer Act, then include:

Escrow for Taxes and Insurance. Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

35. MortgageOpenEnd

This document prints N/A if a lender fails to pass a required field. WI Stat. Section 422.304.

36. NoteConsumer

(a) The applicable law state is not Texas, AND (b) the loan act is not the Wisconsin Consumer Act, AND (c) Open End Credit does not apply, AND (d) the accrual method is not precomputed, AND (e) minimum interest does not apply, AND (f) either (1) there is real estate or dwelling collateral, OR

(2) the loan is multiple advance, OR (3) the lender did not select a combination document, AND (g) the loan is NOT a variable rate loan with a preferred rate secured by a dwelling, AND either (x) the transaction is not a modification, OR (y) the institution wants a note to be selected during a modification. Do not select this document for loans that can be sold to Fannie Mae or Freddie Mac or insured by FHA.

Note: This form will not select if the Wisconsin Consumer Act is passed.

37. NoteConsumerWCAWI

(a) the Wisconsin Consumer Act applies, AND (b) the accrual method is not precomputed, AND (c) minimum interest does not apply, AND (d) either (1) there is real estate or dwelling collateral, OR (2) the loan is multiple advance, OR (3) the lender did not select a combination document, AND (e) the transaction is not open-end AND (f) the loan is NOT a variable rate loan with a preferred rate secured by a dwelling, AND either (x) the transaction is not a modification, OR (y) the institution wants a note to be selected during a modification. Do not select this document for loans that can be sold to Fannie Mae or Freddie Mac or insured by FHA.

Note: If Wisconsin Consumer Act is not passed this form will not select.

38. NoticeOfRightToCancelOptionalInsuranceWI

Auto select this document when the loan is for a Wisconsin consumer loan under the Wisconsin Consumer Act and has an optional insurance policy with the right to cancel.

Note: If Wisconsin Consumer Act is not passed this form will not select.

39. Section32VariableRateHighCostHELOCDisclosure

This document prints N/A if a lender fails to pass a required field. WI Stat. Section 422.304.

40. SecurityAgreementConsumer

Section - Notice and Additional Documents

COND.ID00507. The Wisconsin Consumer Act applies to the transaction.

If Wisconsin Consumer Act, then include:

Notice and Additional Documents. Any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed on the first page of this Agreement, or to any other address designated in writing. You will send any notice that is required by the *Wisconsin Consumer Act* to only one address if all parties reside at that address and the notice is addressed to each of these parties, and you will also send separate notice to any other party who resides at a different address. I will inform you in writing of any change in my name, address, or other application information. I will provide you any other, correct and complete information you request to effectively grant a security interest in the property. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Agreement and to confirm you lien status on any Property. Time is of the essence.

Otherwise

Notice and Additional Documents. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed on the first page of this Agreement, or to any other address designated in writing. Notice to one Debtor will be deemed to be notice to all Debtors. I will inform you in writing of any change in my name, address, or other application information. I will provide you any other, correct and complete information you request to effectively grant a security interest in the property. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Agreement and to confirm you lien status on any Property. Time is of the essence.

41. SpousalNoticeWI

Select this document when (a) the transaction is subject to the Wisconsin Consumer Act, AND (b) either (1) the lender wants "nonapplicant" spouses of borrowers and cosigners to waive in the Wisconsin Consumer Act consumer note their right to receive the Wisconsin spousal notice AND a guarantor has a spouse who is not a borrower, and the obligation is incurred in the interest of that guarantor's marriage or family, OR (2) the lender wants to give the notice to spouses of borrowers and cosigners AND a borrower, cosigner or guarantor has a spouse who is not a borrower, and the obligation is incurred in the interest of that party's marriage or family.

Note: If Wisconsin Consumer Act is not passed this form will not select.

Wyoming

Uniform Consumer Credit Code

1. LoanAgreementConstructionConsumer

Section - Collection Expenses and Attorneys' Fees

COND.ID00665. The governing law state is Idaho, Indiana or Wyoming, and the UCCC applies.

If Uniform Consumer Credit Code, then include:

Collection Expenses and Attorneys' Fees. On or after the occurrence of an Event of Default, to the extent permitted by law, Borrower and Owner agree to pay all expenses of collection, enforcement or protection of DTA.ID02220's rights and remedies under this Agreement or any other Loan Document. Expenses include, but are not limited to, reasonable attorneys' fees after default and referral to an attorney who is not DTA.ID02220's salaried employee. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Promissory Note. All fees and expenses will be secured by the Property. In addition, to the extent permitted by the *United States Bankruptcy Code*, Borrower and Owner agree to pay the reasonable attorneys' fees incurred by DTA.ID02220 to protect DTA.ID02220's rights and interests in connection with any bankruptcy proceedings initiated by or against Borrower or Owner.

Otherwise

Collection Expenses and Attorneys' Fees. On or after the occurrence of an Event of Default, to the extent permitted by law, Borrower and Owner agree to pay all expenses of collection, enforcement or protection of DTA.ID02220's rights and remedies under this Agreement or any other Loan Document. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Promissory Note. All fees and expenses will be secured by the Property. In addition, to the extent permitted by the *United States Bankruptcy Code*, Borrower and Owner agree to pay the reasonable attorneys' fees incurred by DTA.ID02220 to protect DTA.ID02220's rights and interests in connection with any bankruptcy proceedings initiated by or against Borrower or Owner.

2. NoteConsumer

Section - Balloon Payment

COND.ID00500. The governing law state is Wyoming and the Base Loan Terms Loan Act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

Balloon Payment. If any scheduled payment is more than twice as large as the average of earlier scheduled payments, I may refinance the amount of such payment at the time it is due if you are still offering that type of credit and I am credit worthy. I may do so on terms as favorable as those offered by you to the general public for the same type of credit at the time a request for refinancing is approved. This right does not apply if the payment schedule is adjusted for seasonal or irregular income.

Section - Collection Costs and Attorneys' Fees

COND.ID00500. The governing law state is Wyoming and the Base Loan Terms Loan Act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

On or after default, to the extent permitted by law, I agree to pay all reasonable expenses of collection, enforcement, or protection of your rights and remedies under this note. Expenses include, but are not limited to, reasonable attorneys' fees after default and referral to an attorney not your salaried employee. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the rate provided in the terms of this note. All fees and expenses will be secured by the Property I have granted you, if any. To the extent permitted by the *United States Bankruptcy Code*, I agree to pay the reasonable attorneys' fees you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

Otherwise

To the extent permitted by law, I agree to pay all costs of collection, replevin (an action for the recovery of property wrongfully taken or detained) or any other or similar type of cost if I am in default. In addition, if you hire an attorney to collect this note, I also agree to pay any reasonable fee you incur with such attorney plus court costs (except where prohibited by law). To the extent permitted by the *United States Bankruptcy Code*, I also agree to pay the reasonable attorneys' fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

Section - General Terms

COND.ID00500. The governing law state is Wyoming and the Base Loan Terms Loan Act is Uniform Consumer Credit Code.

If Uniform Consumer Credit Code, then include:

I agree that this loan is subject to Sections 40-14-101 through 40-14-702 of the *Wyoming Uniform Consumer Credit Code*, as amended (including Section 40-14-348).

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