

Credit Union:  
UT-MUO Federal Credit Union  
Main Office  
5248 Hill Ave.  
Toledo, OH 43615-5803  
(419) 534-3770  
(419) 534-3780 FAX

UT Office  
2801 W. Bancroft  
Student Union Bldg., Rm. 3019  
Toledo, OH 43606-3390  
(419) 530-2316  
(419) 530-8426 FAX

MUO Office  
3065 Arlington  
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Toledo, OH 43614-5807  
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(419) 383-2850 FAX

# Totaloan™

**SIMPLIFIED LOAN PROGRAM  
AGREEMENT AND DISCLOSURE**

MEMBER/BORROWER(S) NAME AND ADDRESS

ACCOUNT/MEMBER NO.

DATE

LINE OF CREDIT LIMIT

This Totaloan Simplified Loan Program Agreement and Disclosure with the accompanying Totaloan Simplified Loan Program Agreement Addendum is the entire Agreement between you and the Credit Union. There are no verbal understandings or agreements between you and the Credit Union. The Agreement will not be in effect until the Credit Union notifies you that it has approved your application. "You" and "Your" means each person who signs this Agreement as borrower and co-borrower. "Credit Union" means the Credit Union named above and includes anyone to whom the Credit Union transfers its rights under this Agreement. The Totaloan Simplified Loan Program Agreement and Disclosure may have more than one feature category. Each feature category will be a sub-account under this Agreement and will be treated as separate from the others for the purpose of determining finance charges, late charges, and minimum payments. The Credit Union Totaloan Simplified Loan Program Agreement Addendum provided with this Agreement is made a part of this Agreement by reference.

## PAYMENT PROTECTION INFORMATION

GROUP CREDIT LIFE AND DISABILITY INSURANCE IS AVAILABLE TO MEMBERS OF THIS CREDIT UNION. THIS COVERAGE IS NOT REQUIRED IN ORDER TO OBTAIN CREDIT UNDER THE TOTALOAN PROGRAM AND WILL ONLY BE INCLUDED IF YOU REQUESTED COVERAGE ON THE SEPARATE DISCLOSURE PROVIDED TO YOU.

**Promise to Pay:** You applied for credit with the Credit Union according to the terms and conditions of this Totaloan Simplified Loan Program Agreement and Disclosure. You also apply for such credit as you may from time to time request. If your Totaloan Simplified Loan Program Application is approved, you agree to all terms and conditions of this Agreement. You promise to pay the Credit Union the aggregate of all sums advanced from time to time plus a finance charge (interest) and any other charges in regular periodic payments as disclosed to you. You further promise to pay the Credit Union all amounts charged to your account by any user who has access to your account with actual, apparent or implied authority to use your account, including finance charges and other fees and charges.

**Advances:** You may request loan advances in person, by mail, by telephone or by other electronic means made available by the Credit Union. If you request a secured advance, you must tell the Credit Union what property you will offer as security and provide all documentation necessary for the Credit Union to perfect its Security Interest. The Credit Union may refuse to make an advance at any time for any reason not prohibited by law. The Credit Union may make an advance by sending you a check or by depositing the advance in one of our Credit Union accounts. From time to time, the Credit Union may permit you to obtain an advance by other means such as: (1) third parties on your behalf, (2) use of a PIN and plastic card at designated automatic teller machines, (3) by overdrawing your Credit Union checking account or (4) by other electronic devices. The Credit Union may require you to prove your identity. We may rely on any telephone or other electronic communication directing the transfer of funds advanced under this Agreement to your checking account which is received by us in good faith by anyone reasonably believed by us to be you.

**Credit Limit:** The Credit Union will tell you what your personal and secured credit limits are. Your personal credit limit will be the maximum amount that can be outstanding at anytime without you being required to specifically give the Credit Union property as collateral for repayment of that amount. Your personal credit limit may from time to time be secured by some of the property given as security for other loans because of the cross collateral provision of this Agreement.

**Joint Accounts:** If more than one person authenticates (signs) this Agreement, the obligations and liabilities of each shall be joint and several. This means the Credit Union can enforce its rights under this Agreement against any one of you or against all of you together. Unless Credit Union policy requires each of you to authenticate for an advance, each of you authorizes the other(s) to get advances individually. This means that an advance can be made upon the request of only one of you and the proceeds can be received by only one of you. If the Credit Union receives inconsistent instructions, it can refuse to follow your instructions.

**Finance Charge:** You will pay a finance charge (interest) for all advances. The finance charge begins to accrue on the date of the advance. A finance charge is computed separately for each separate balance (sub-account) under this Agreement. The finance charge is computed by taking the unpaid balance for each day since your last payment (or if you have not yet made a payment, from the time of an advance) and multiplying by the applicable daily periodic rate. The sum of these amounts is the finance charge. The balance used to compute the finance charge is the unpaid balance each day after payments and credits have been subtracted and additions (such as new advances, other charges, insurance premiums) have been added.

**Other Charges:** If you give the Credit Union a Security Interest, you may be charged a fee for determining the existence of a Security Interest and/or a fee for perfecting, releasing or satisfying a Security Interest. Charges for fees are disclosed on the Totaloan Simplified Loan Disbursement Program Voucher at the time of an advance or on the Totaloan Simplified Program Agreement Addendum provided with this Agreement.

**Repayment:** All payments will be applied in the order determined by the Credit Union to what you owe. You may prepay all or part of any loan sub-account at anytime without penalty. However, if a balance remains

owing, you are still required to make your regular periodic payments. A partial payment will not automatically reduce your periodic payment unless the remaining amount owed is less than the payment amount. In that case your payment will be an amount equal to the remaining balance plus a finance charge and any other outstanding charges. Payments must include any past due amount, amounts advanced to you over your limit, advances made to reimburse the Credit Union for expenses it incurs to protect or enforce its rights, late charges, and insurance premiums, if any. Any unpaid portion of the finance charge or late charges will be paid by later payments and will not be added to the principal. Payments must be received at an office of the Credit Union by closing on a business day to be credited to your loan account on the same day. If any payments are less than the total minimum payment due under this Agreement, the Credit Union may allocate such payment at its sole discretion.

**Statements:** You will receive a periodic statement showing the transactions under this Agreement for the period covered by the statement. Unless otherwise required by law, notice to any one of you will be considered notice to all. Your statement will be considered a correct statement of your account unless you notify the Credit Union within 60 days of the statement date.

**Updated Information:** You will provide updated financial information to the Credit Union on its request. The Credit Union may from time to time obtain information about you from credit reporting agencies or other sources. You will notify the Credit Union if you change your name, place of employment or if you move. You attest that your name(s) used in this Agreement is your correct legal name and that the address(es) given are your place of residence.

**Changes to this Agreement:** The Credit Union can change the terms of this Agreement, including any periodic rate and corresponding Annual Percentage Rate, in accordance with applicable laws and regulations. Any such changes may apply to outstanding balances as well as additional advances to the extent permitted by law. An increase in the daily periodic rate because of a variable interest rate is not considered a change in terms.

**Termination of this Agreement:** You or the Credit Union can cancel this Agreement at anytime. Termination of this Agreement by you or the Credit Union will not change your obligations with respect to outstanding loans.

**No Waiver of Rights:** The Credit Union's delay or failure to exercise its rights does not give up or waive these rights. The Credit Union's acceptance of partial or late payments, even if marked paid in full, does not waive any of its rights.

**Successors:** Anyone taking your place such as heirs, legal representatives, or successors has the same obligations as you have under this Agreement.

**Partial Validity:** If the law or any court decision makes any part of this Agreement invalid or unenforceable, the other terms will remain in effect.

**Security:** AS SECURITY FOR THIS AGREEMENT YOU GRANT TO THE CREDIT UNION A SECURITY INTEREST IN ALL INDIVIDUAL AND JOINT ACCOUNTS YOU HAVE IN THE CREDIT UNION, NOW AND IN THE FUTURE. YOU AUTHORIZE THE CREDIT UNION TO TAKE THAT MONEY AND APPLY IT TO WHAT YOU OWE IF YOU ARE IN DEFAULT. You are not giving a Security Interest in any account that would lose special tax treatment if pledged as collateral. The Credit Union may, but does not have to, allow you to withdraw a portion of your shares and funds without affecting its Security Interest. You may also be required to give the Credit Union additional security for advances made for different sub-accounts (loan types) that are available to you under this Plan. For example, if you purchase a vehicle, you will give the Credit Union a Security Interest in that property. You may also request advances that are secured by other acceptable types of property. This Security Interest covers not only the property pledged, but all proceeds, substitutions or replacements, accessions, improvements, all proceeds from insurance and all refunds of unearned premiums. The Security Interest also includes any replacements for the property which you buy within 10 days of the advance or any extensions, renewals, or refinancing of the advance as



well as any money you receive for selling the property. Property securing any advance now or in the future will secure all amounts owed for all sub-account advances under the Plan or under any other agreement, including credit card loans, with the Credit Union now or in the future. However, if you have given your dwelling as security for a loan with the Credit Union, that dwelling will not secure any advance under this Plan. If property pledged as security is household goods as defined in the Federal Trade Commission Fair Credit Practices Rule, it only secures obligations for the purchase money for that collateral or a refinancing or consolidation of such obligations. If collateral is stocks or bonds, you agree that those securities must be held in trust for or controlled by the Credit Union. If the value of pledged property diminishes so that the Credit Union is not fully secured, you will provide additional collateral immediately.

**Protection of the Collateral:** You promise that you will use the proceeds of the loan to buy the property or that you own the property and that no one else has an interest in it or claim against it. You agree to (1) maintain, protect and preserve the collateral, (2) not to use or permit anyone to use the collateral in violation of this Agreement, or any statute, regulation or ordinance or any policy of insurance covering the collateral, (3) pay promptly when due all taxes, charges, encumbrances or liens now or later imposed upon or affecting the collateral, (4) promptly notify the Credit Union of change in your name or address on file, (5) help the Credit Union do all that is necessary to protect its Security Interest in the collateral, including giving the Credit Union all endorsements, assignments, financing statements, or other writings necessary to protect the Credit Union's Security Interest and its priority, (6) promptly deliver to the Credit Union in the form received, all proceeds of the collateral you receive, (7) not to sell, lease, encumber, rent, otherwise dispose of, or give the collateral to anyone else other than the Credit Union, (8) at any reasonable time, upon the Credit Union's demand, to exhibit to the Credit Union and allow for inspection of the collateral. You promise that any title to the collateral shall only be registered in the names of the Borrower(s) authenticating this Agreement. You promise to have the Credit Union's Security Interest shown on any certificate of title that may be issued. You give the Credit Union authorization to file a financing statement to protect its Security Interest from the claims of others.

**Credit Insurance:** If you qualified for and elected optional credit insurance coverage for the Plan, you understand that the premium charges for coverage are added to your account each month and are collected as part of your periodic payment. Premium rates are not guaranteed. However, you will be notified in advance if rates change.

**Property Insurance and Taxes:** You are required to fully insure the property against loss and damage and pay all taxes due. You may obtain this insurance through any insurance company of your choice unless the Credit Union, for good cause, refuses to accept it. Policies must say that the Credit Union must be paid if there is a loss. You must show proof of coverage or deliver the policy to the Credit Union if asked. If the property is lost or damaged, the Credit Union can use the insurance proceeds to replace or repair it or to repay any amounts you owe under the Plan. You authorize the Credit Union to endorse any check or draft payable to you so that it may collect benefits or amounts due under your insurance policy. If you fail to obtain or maintain the insurance, the Credit Union may buy any type of insurance it feels is necessary to protect its interest in the property. **THE INSURANCE WILL NOT BE LIABILITY INSURANCE.** This could result in less protection for you and at a higher cost.

The Credit Union may add the premium for this insurance to your loan and charge you a finance charge at the applicable rate. If the Credit Union receives payment from an insurance company that monitors its loan accounts, to verify that borrowers have complied with their obligations to keep secured property insured, the Credit Union may receive payment in connection with policies issued. Insurance charges added to your loan may include those payments and the cost to verify compliance with Credit Union insurance requirements. If amounts for taxes, other fees, or insurance are added to your account, you agree that, at the Credit Union's option, your periodic payment may be increased by an amount sufficient to repay the amounts added within the term of the insurance policy or the estimated term of the advance.

**Right of Offset:** If you are in default, the Credit Union may at any time without demand or notice of any kind, appropriate and apply toward the payment of the unpaid balance due, any unpaid shares, dividends, or other funds that would not have adverse tax consequences if pledged as security. You appoint the Credit Union as your Attorney-in-Fact to perform any act(s) which it feels are necessary to protect its security interest.

**Default:** You will be in default if, (1) you fail to make any payment on time, (2) you die, (3) in the event of your insolvency or the filing of any requests for relief under the bankruptcy code by or against you, (4) you are the subject of any legal process which seeks to attach your Credit Union account, (5) you have given the Credit Union any false or inaccurate information in obtaining a loan, (6) you do any act or fail to do any act which the Credit Union believes endangers any collateral, (7) you break any promise you have made under this Agreement or if the Credit Union reasonably believes your ability to repay is impaired, (8) you are in default on any other loan agreement with the Credit Union.

**Remedies:** When you are in default, the Credit Union can call any amounts you owe immediately due and payable plus all finance and other charges. You waive any right to demand for payment, notice of intent to accelerate and notice of acceleration. You will continue to pay interest until you repay what you owe at the loan interest rate unless a default interest rate is disclosed as part of this Agreement (or on the TotalLoan Simplified Loan Program Agreement Addendum). The Credit Union can exercise any right given to it by the Uniform Consumer Credit Code or other applicable law. The Credit Union may delay taking any action to protect its rights as many times as it wants and as long as it wants without losing them.

**Other Terms:** The Credit Union may delay taking action to defend its rights as many times as it wants and as long as it wants without losing them. If any part of this TotalLoan Simplified Loan Program Agreement and Disclosure is determined by court or by law to be invalid or unenforceable, the rest will remain in effect. All the Credit Union's rights shall inure to the benefit of its successors and assigns and all of your obligations shall bind your heir or legal representatives or successors. You authorize the use of electronic signatures, facsimile signatures and photocopied signatures for all purposes of authenticating this Loan and Security Agreement. Those signatures to have the same force in effect as original signings for all transactions included in applications and Agreements with the Credit Union.

**Notice:** You promise that your name and address shown in this Agreement is your legal name and place of residence and such place is the proper address for all notices that may be required and you further understand that changes in address must be submitted to the Credit Union in writing to be effective.

**SIGNATURES**

By signing below you agree to be bound by the Terms and Conditions of this Agreement. You acknowledge receiving a copy and reading the TotalLoan Simplified Loan Program Agreement and Disclosure. You also acknowledge receiving a copy of the TotalLoan Simplified Loan Program Agreement Addendum which is part of this Agreement. If you elected credit insurance, you have received an insurance certificate. You understand that this Agreement grants the Credit Union a Security Interest in all individual and joint accounts you have in the Credit Union, now and in the future with the exception of those accounts that would have an adverse tax consequence if pledged as collateral.

**NOTICE:** We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

You grant permission to us to garnish head of family earnings, if collection proceedings are brought against you.

**CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE YOU SIGN IT.**

X \_\_\_\_\_ (SEAL) \_\_\_\_\_ DATE \_\_\_\_\_ X \_\_\_\_\_ (SEAL) \_\_\_\_\_ DATE \_\_\_\_\_  
BORROWER SIGNATURE CO-BORROWER SIGNATURE

X \_\_\_\_\_ (SEAL) \_\_\_\_\_ DATE \_\_\_\_\_ X \_\_\_\_\_ (SEAL) \_\_\_\_\_ DATE \_\_\_\_\_  
WITNESS WITNESS

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ SS.

The undersigned notary public certifies that the above and foregoing is a true copy of the original security agreement, executed, and delivered by the debtor named therein and to the secured party therein.

SECURED PARTY SIGNATURE (If Required) \_\_\_\_\_ NOTARY PUBLIC \_\_\_\_\_ (SEAL)

My commission expires: \_\_\_\_\_ Residing in \_\_\_\_\_ (County)

**CREDIT UNION USE ONLY**