


**BluCurrent Credit Union**

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 \*639+! : 9/3; : 5

**LOANLINER<sup>®</sup>**
**Risk Based Pricing Notice  
 With Credit Score Information**

<b>Name of Entity Providing the Notice: BluCurrent Credit Union</b>							
<b>Your Credit Report(s) and the Price You Pay for Credit</b>							
<table border="1"> <thead> <tr> <th>Borrower</th> <th>Account Number</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>JULINE KERR</td> <td>0000986580</td> <td>01/24/2020</td> </tr> </tbody> </table>		Borrower	Account Number	Date	JULINE KERR	0000986580	01/24/2020
Borrower	Account Number	Date					
JULINE KERR	0000986580	01/24/2020					
<b>What is a credit report?</b>	A credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors.						
<b>How did we use your credit report(s)?</b>	We used information from your credit report(s) to set the terms of the credit we are offering you, such as the <u>2015 INFINITI Q50</u> .  The terms offered to you may be less favorable than the terms offered to consumers who have better credit histories.						
<b>What if there are mistakes in your credit report(s)?</b>	You have a right to dispute any inaccurate information in your credit report(s).  If you find mistakes on your credit report(s), contact <input checked="" type="checkbox"/> Equifax <input type="checkbox"/> Experian <input type="checkbox"/> TransUnion <input type="checkbox"/> _____, the consumer reporting agency(ies) from which we obtained your credit report(s).  It is a good idea to check your credit report(s) to make sure the information contained is accurate.						
<b>How can you obtain a copy of your credit report(s)?</b>	Under federal law, you have the right to obtain a copy of your credit report(s) without charge for 60 days after you receive this notice. To obtain your free report(s), contact:  <b>By telephone:</b> <input checked="" type="checkbox"/> Equifax 1.800.685.1111 <input type="checkbox"/> Experian 1.888.397.3742 <input type="checkbox"/> TransUnion 1.800.888.4213 <input type="checkbox"/>  <b>By mail:</b> <input checked="" type="checkbox"/> Equifax P.O. Box 740241 Atlanta, GA 30374-0241 <input type="checkbox"/> Experian 701 Experian Parkway P.O. Box 2002 Allen, TX 75013 <input type="checkbox"/> TransUnion P.O. Box 1000 Chester, PA 19022 <input type="checkbox"/>  <b>On the web:</b> <input checked="" type="checkbox"/> Equifax www.equifax.com <input type="checkbox"/> Experian www.experian.com/reportaccess <input type="checkbox"/> TransUnion www.transunion.com/myoptions <input type="checkbox"/>						
<b>How can you get more information about credit report(s)?</b>	For more information about credit reports and your rights under Federal law, visit the Consumer Financial Protection Bureau's website at <a href="http://www.consumerfinance.gov/learnmore">www.consumerfinance.gov/learnmore</a> .						

Your Credit Score and Understanding Your Credit Score	
Your credit score	640  Source: Equifax <span style="float: right;">Date: 01/13/2020</span>
What you should know about credit scores	Your credit score is a number that reflects the information in your credit report. We used your credit score to set the terms of credit we are offering you.  Your credit score can change, depending on how your credit history changes.
The range of scores	Scores range from a low of 280 to a high of 850 .
Key <u>factors</u> that adversely affected your credit score	Derogatory public record or collection filed  Lack of recent revolving account information  Too few accounts currently paid as agreed  Proportion of loan balances to loan amounts is too high  Lack of recent bank revolving information

**SIGNATURES (optional)**

Borrower Signature DocuSigned by: 	Date  (Seal) 10/28/2011
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2916920A65C649A...

Credit Union Authorization  	Date  (Seal) 10/28/2011
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**BluCurrent Credit Union**  
 1770 West Sunset St Springfield, Missouri  
 65807(417) 887-1983



# Application

**Married Applicants:** May apply for a separate account.  
**Individual Credit:** You must complete the **Applicant** section about yourself and the **Other** section about your spouse if:  
 1. you live in or the property pledged as collateral is located in a community property state (AK, AZ, CA, ID, LA, NM, NV, TX, WA, WI),  
 2. your spouse will use the account, or  
 3. you are relying on your spouse's income as a basis for repayment. If you are relying on income from alimony, child support, or separate maintenance, complete the **Other** section to the extent possible about the person on whose payments you are relying.  
**Joint Credit:** Each Applicant must **individually** complete the appropriate section below. If Co-Borrower is spouse of the Applicant, mark the Co-Applicant box.  
**Guarantor:** Complete the **Other** section if you are a guarantor on an account/loan.

<b>LOANLINER Account/Loan:</b> 0000986580 (Including ATM/Debit Card Access to the Account if Available) Amount Requested \$ <b>\$24,552.22</b> Purpose/Collateral: <b>Collateral Purchase</b> Repayment: <b>Coupon</b>	<b>Credit Card Account:</b> (See Disclosure Table or Agreement for Terms) Credit Limit Requested \$ <b>\$0.00</b> If Authorized User, Name:
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**PAYMENT PROTECTION** Are you interested in having your loan protected?  Yes  No  
 If you answer "yes", then the credit union will disclose the cost of this voluntary payment protection to you. A separate election which discloses the terms and conditions must be signed for protection to be effective.

<b>APPLICANT</b>		
NAME <b>JULINE ANNE KERR</b>		
PASSWORD	ACCOUNT NUMBER <b>0000986580</b>	
SOCIAL SECURITY NUMBER <b>292743134</b>	DRIVER'S LICENSE NUMBER/STATE	
AGES OF DEPENDENTS <b>0</b>	EMAIL ADDRESS <b>Julinekerr@icloud.com</b>	
BIRTH DATE <b>05/06/1978</b>	HOME PHONE <b>808-866-4566</b>	BUSINESS PHONE/EXT.
PRESENT ADDRESS <b>1061 E. Battlefield St., #B15 Springfield, MO 65807</b>	LENGTH AT RESIDENCE <b>2</b>	
PREVIOUS ADDRESS	LENGTH AT RESIDENCE <b>3</b>	
COMPLETE FOR JOINT CREDIT, SECURED CREDIT OR IF YOU LIVE IN A COMMUNITY PROPERTY STATE:	MARITAL STATUS: <b>7</b>	
<b>EMPLOYMENT/INCOME</b>	\$ <b>\$3,500.00</b> per Month	
NAME AND ADDRESS OF EMPLOYER <b>Privada Virtual Solutions</b>		
TITLE/GRADE <b>Owner</b>	START DATE <b>05/07/2008</b>	HOURS AT WORK
SUPERVISOR'S NAME	IF SELF EMPLOYED, TYPE OF BUSINESS	
NOTICE: ALIMONY, CHILD SUPPORT, OR SEPARATE MAINTENANCE INCOME NEED NOT BE REVEALED IF YOU DO NOT CHOOSE TO HAVE IT CONSIDERED.		
OTHER INCOME		
\$	PER	SOURCE
\$	PER	SOURCE
\$	PER	SOURCE
\$	PER	SOURCE
MILITARY: IS DUTY STATION TRANSFER EXPECTED DURING NEXT YEAR?		
WHERE	ENDING/SEPARATION DATE	
PREVIOUS EMPLOYER NAME AND ADDRESS IF EMPLOYED LESS THAN FIVE YEARS	STARTING DATE	
	ENDING DATE	
<b>REFERENCE</b>	RELATIONSHIP	
NAME AND ADDRESS OF NEAREST RELATIVE NOT LIVING WITH YOU		
	HOME PHONE	

<b>OTHER</b>		
NAME		
PASSWORD	ACCOUNT NUMBER	
SOCIAL SECURITY NUMBER	DRIVER'S LICENSE NUMBER/STATE	
AGES OF DEPENDENTS <b>0</b>	EMAIL ADDRESS	
BIRTH DATE	HOME PHONE	BUSINESS PHONE/EXT.
PRESENT ADDRESS	LENGTH AT RESIDENCE <b>0</b>	
PREVIOUS ADDRESS	LENGTH AT RESIDENCE <b>0</b>	
COMPLETE FOR JOINT CREDIT, SECURED CREDIT OR IF YOU LIVE IN A COMMUNITY PROPERTY STATE:	MARITAL STATUS: <b>0</b>	
<b>EMPLOYMENT/INCOME</b>	\$ <b>\$0.00</b> per Month	
NAME AND ADDRESS OF EMPLOYER		
TITLE/GRADE	START DATE	HOURS AT WORK
SUPERVISOR'S NAME	IF SELF EMPLOYED, TYPE OF BUSINESS	
NOTICE: ALIMONY, CHILD SUPPORT, OR SEPARATE MAINTENANCE INCOME NEED NOT BE REVEALED IF YOU DO NOT CHOOSE TO HAVE IT CONSIDERED.		
OTHER INCOME		
\$	PER	SOURCE
\$	PER	SOURCE
\$	PER	SOURCE
\$	PER	SOURCE
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WHERE	ENDING/SEPARATION DATE	
PREVIOUS EMPLOYER NAME AND ADDRESS IF EMPLOYED LESS THAN FIVE YEARS	STARTING DATE	
	ENDING DATE	
<b>REFERENCE</b>	RELATIONSHIP	
NAME AND ADDRESS OF NEAREST RELATIVE NOT LIVING WITH YOU		
	HOME PHONE	

WHAT YOU OWE	CREDITOR NAME OTHER THAN THIS CREDIT UNION (Attach additional sheet(s) if necessary)	INTEREST RATE	PRESENT BALANCE	MONTHLY PAYMENT	OWED BY	
					APPLICANT	OTHER
RENT		0.000	\$ 0.00	\$ 625.00	X	
COLLECTION		0.000	\$ 779.00	\$ 31.16	X	
NATCREADJ		0.000	\$ 515.00	\$ 20.60	X	
PORTFOLIO		0.000	\$ 4,678.00	\$ 187.12	X	
SYNCB/BAN		0.000	\$ 0.00	\$ 0.00	X	
SYNCB/OLDN		0.000	\$ 0.00	\$ 0.00	X	
SYNCG/GAP		0.000	\$ 0.00	\$ 0.00	X	
SYNCB/OLDN		0.000	\$ 0.00	\$ 0.00	X	
CBNA		0.000	\$ 0.00	\$ 0.00	X	
FST PREMIE		0.000	\$ 0.00	\$ 0.00	X	
FST PREMIE		0.000	\$ 0.00	\$ 0.00	X	
RENT EXPENSE		0.000	\$ 0.00	\$ 0.00	X	
LIST ANY NAMES UNDER WHICH YOUR CREDIT REFERENCES AND CREDIT HISTORY CAN BE CHECKED:			<b>TOTALS</b>	\$ 5,972.00	\$ 863.88	

WHAT YOU OWN	LIST LOCATION OF PROPERTY OR FINANCIAL INSTITUTION	MARKET VALUE	PLEGGED AS COLLATERAL FOR ANOTHER LOAN	OWNED BY	
				APPLICANT	OTHER
		\$			
		\$			
		\$			
		\$			
		\$			
		\$			
		\$			

**OTHER INFORMATION ABOUT YOU** IF YOU ANSWER "YES" TO ANY QUESTION OTHER THAN #1, EXPLAIN ON AN ATTACHED SHEET

1. ARE YOU A U.S. CITIZEN OR PERMANENT RESIDENT ALIEN?	Yes	
2. DO YOU CURRENTLY HAVE ANY OUTSTANDING JUDGMENTS OR HAVE YOU EVER FILED FOR BANKRUPTCY, HAD A DEBT ADJUSTMENT PLAN CONFIRMED UNDER CHAPTER 13, HAD PROPERTY FORECLOSED UPON OR REPOSSESSED IN THE LAST 7 YEARS, OR BEEN A PARTY IN A LAWSUIT?	No	
3. IS YOUR INCOME LIKELY TO DECLINE IN THE NEXT TWO YEARS?	No	
4. ARE YOU A CO-MAKER, CO-SIGNER OR GUARANTOR ON ANY LOAN NOT LISTED ABOVE? FOR WHOM (Name of Others Obligated on Loan): None	No	

TO WHOM (Name of Creditor):  
None

**STATE LAW NOTICES** **OHIO RESIDENTS ONLY:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

unless the Credit Union is furnished a copy of the agreement, statement or decree, or has actual knowledge of its terms, before the credit is granted or the account is opened. (2) Please sign if you are not applying for this account or loan with your spouse. The credit being applied for, if granted, will be incurred in the interest of the marriage or family of the undersigned.

**WISCONSIN RESIDENTS ONLY:** (1) No provision of any marital property agreement, unilateral statement under Section 766.59, or court decree under Section 766.70 will adversely affect the rights of the Credit Union

**X** 01/24/2020  
SIGNATURE FOR WISCONSIN RESIDENTS ONLY DATE

**SIGNATURES**

1. You promise that everything you have stated in this application is correct to the best of your knowledge and that the above information is a complete listing of what you owe. If there are any important changes you will notify us in writing immediately. You authorize the Credit Union to obtain credit reports in connection with this application for credit and for any update, increase, renewal, extension or collection of the credit received. You understand that the Credit Union will rely on the information in this application and your credit report to make its decision. If you request, the Credit Union will tell you the name and address of any credit bureau from which it received a credit report on you. It is a federal crime to willfully and deliberately provide incomplete or incorrect information on loan applications made to federal credit unions or state chartered credit unions insured by NCUA.

2. If you are applying for a credit card, you understand that the use of your card will constitute acknowledgment of receipt and agreement to the terms of the credit card agreement and disclosures. You grant us a security interest in all individual and joint share and/or deposit accounts you have with us now and in the future to secure your credit card account. When you are in default, you authorize us to apply the balance in these accounts to any amounts due. Shares and deposits in an Individual Retirement Account, and any other account that would lose special tax treatment under state or federal law if given as security, are not subject to the security interest you have given in your shares and deposits.

DocuSigned by:  
**X** *Melina Kerr* (SEAL) 01/24/2020  
APPLICANT'S SIGNATURE DATE

**X** (SEAL) 01/24/2020  
OTHER SIGNATURE DATE

**FOR CREDIT UNION USE ONLY**

DATE	APPROVED	APPROVED LIMITS:	SIGNATURE	LINE OF CREDIT	OTHER	OTHER	DEBT RATIO/SCORE BEFORE	AFTER
	DENIED (Adverse Action Notice Sent)		\$	\$	\$	\$		

LOAN OFFICER COMMENTS:  
SIGNATURES: **X** 01/24/2020 **X** 01/24/2020  
DATE DATE



**Loan and Security Agreements and Disclosure Statement**

<input checked="" type="checkbox"/> FIXED RATE	LOAN DATE 01/24/2020	LOAN NUMBER 01	ACCOUNT NUMBER 0000986580	GROUP POLICY NUMBER 024-0420-6	MATURITY DATE 02/09/2027
<input type="checkbox"/> VARIABLE RATE					

BORROWER 1		BORROWER 2	
NAME AND ADDRESS JULINE ANNE KERR 1061 E Battlefield St B15 Springfield MO 65807		NAME (AND ADDRESS IF DIFFERENT FROM BORROWER 1)	

BORROWER 3		BORROWER 4	
NAME (AND ADDRESS IF DIFFERENT FROM BORROWER 1)		NAME (AND ADDRESS IF DIFFERENT FROM BORROWER 1)	

**TRUTH IN LENDING DISCLOSURE 'e' means an estimate**

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit is \$
11.017 %	\$ 15,869.40	\$ 24552.22	\$ 40,421.62	which includes your downpayment of \$

<b>Your Payment Schedule Will Be:</b>				<b>Prepayment:</b> If you pay off early you will not have to pay a penalty.  <b>Required Deposit:</b> The Annual Percentage Rate does not take into account your required deposit, if any.  <b>Demand:</b> <input type="checkbox"/> This obligation has a demand feature. <input type="checkbox"/> All disclosures are based on an assumed maturity of one year.
Number of Payments	Amount of Payments	When Payments Are Due		
83	\$481.21	Monthly	beginning 03/09/2020	
1	\$481.19		02/09/2027	

<b>Property Insurance:</b> You may obtain property insurance from anyone you want that is acceptable to the Credit Union. If you get the insurance from us, you will pay \$	<b>Filing Fees</b> \$6.00	<b>Non-Filing Insurance</b> \$
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**Late Charge:**  
If the member falls behind more than 15 days in making a payment, member will pay late charge of 5% of the overdue installment or \$15.00, whichever is greater, not to exceed \$50.00, not to exceed \$5.00 on installment of \$25.00 or less, unless the loan is fully secured by shares.

**Security:** Collateral securing other loans with the Credit Union may also secure this loan. You are giving a security interest in your shares and dividends and, if any, your deposits and interest in the Credit Union; and the property described below:

Collateral	Property/Model/Make	Year	I.D. Number	Type	Value	Key Number
	Infiniti Q50	2015	JN1AV7AP5FM790958		\$ 21,225.00	
					\$	
					\$	

Other (Describe) Pledge of Shares \$ in Account No. \$ in Account No.

**Variable Rate:**  
THE FOLLOWING LANGUAGE APPLIES TO VARIABLE RATE LOANS ONLY:  
The interest rate on this loan is based on the BluCurrent Credit Union's prime share dividend rate as effective the date of the loan disbursement, plus an index of 2.00% applied to create the actual annual percentage rate. The interest rate may change quarterly on the existing balances and will be determined by the prime share dividend rate as of the last day of each quarter (quarters end March, June, September and December) and will be effective the first day of the following quarter (January, April, July and October) and will be adjusted to include the 2.00% index not to drop below the established "floor" of 3.00%. The interest rate will never exceed the rate permitted by Missouri State Law. Any increase or decrease in the interest rate will result in calculated interest differences. Any increase in the annual percentage rate will result in more payments. For example, if your loan was \$8000 at 12% for 48 months and the rate increased to 14% after one year, you would have to make 2 additional payments.  
See your contract documents for any additional information about nonpayment, default, and any required repayment in full before the scheduled date.

**SIGNATURES**

By signing, or otherwise authenticating, as Borrower, you agree to the terms of the Loan Agreement. If property is described in the "Security" section of the Truth in Lending Disclosure, you also agree to the terms of the Security Agreement. If you sign, or otherwise authenticate, as "Owner of Property" you agree only to the terms of the Security Agreement. **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.**

<input checked="" type="checkbox"/> <i>Juline Kerr</i> BORROWER 1 DATE 01/24/2020	<input checked="" type="checkbox"/> BORROWER 2 DATE 01/24/2020
<input type="checkbox"/> OTHER BORROWER <input type="checkbox"/> OWNER OF PROPERTY <input type="checkbox"/> WITNESS DATE	<input type="checkbox"/> OTHER BORROWER <input type="checkbox"/> OWNER OF PROPERTY <input type="checkbox"/> WITNESS DATE

**ITEMIZATION OF THE AMOUNT FINANCED**

Itemization of Amount Financed of	Amount Given to You Directly	Amount Paid on Your Account	Prepaid Finance Charge
\$ 24552.22	\$ 0.00	\$ 0.00	\$ 20.00
<b>Amounts Paid to Others on Your Behalf: (If an amount is marked with an asterisk (*) we will be retaining a portion of the amount.)</b>			
\$ 24,147.22 To CARMAX		\$ To	
\$ 399.00 To GAP KERR,0000986580-01		\$ To	
\$ 6.00 To Title Fees KERR,0000986580-01		\$ To	
\$ To		\$ To	
\$ To		\$ To	
\$ To		\$ To	
\$ To		\$ To	

**LOAN AGREEMENT**

In this Loan Agreement ("Agreement") all references to "Credit Union," "we," "our," or "us," mean the Credit Union whose name appears above and anyone to whom the Credit Union assigns or transfers this Agreement. All references to "you" or "your" mean each person who signs, or otherwise authenticates, this Agreement as a borrower.

**1. PROMISE TO PAY** - You promise to pay \$24552.22 to the Credit Union plus interest on the unpaid balance until what you owe has been repaid. For fixed rate loans the interest rate is 10.990 % per year.

For variable rate loans the initial interest rate is % per year and will vary as follows:

THE FOLLOWING LANGUAGE APPLIES TO VARIABLE RATE LOANS ONLY:

The interest rate on this loan is based on the BluCurrent Credit Union's prime share dividend rate as effective the date of the loan disbursement, plus an index of 2.00% applied to create the actual annual percentage rate. The interest rate may change quarterly on the existing balances and will be determined by the prime share dividend rate as of the last day of each quarter (quarters end March, June, September and December) and will be effective the first day of the following quarter (January, April, July and October) and will be adjusted to include the 2.00% index not to drop below the established "floor" of 3.00%. The interest rate will never exceed the rate permitted by Missouri State Law. Any increase or decrease in the interest rate will result in calculated interest differences. Any increase in the annual percentage rate will result in more payments. For example, If your loan was \$8000 at 12% for 48 months and the rate increased to 14% after one year, you would have to make 2 additional payments.

**Collection Costs:**

You agree to pay all costs of collecting the amount you owe under this Agreement, including court costs and reasonable attorney fees.

**2. PAYMENTS** - You promise to make payments of the amount and at the time shown in the Truth in Lending Disclosure. If this is a variable rate loan, the Promise to Pay section tells you whether, if the interest rate increases, you will have to make more payments, higher payments, or if the final payment will be a balloon payment. You may prepay any amount without penalty. If you prepay any part of what you owe, you are still required to make the regularly scheduled payments, unless we have agreed to a change in the payment schedule. Because this is a simple interest loan, if you do not make payments exactly as scheduled, your final payment may be more or less than the amount of the final payment that is disclosed. If you elect voluntary payment protection, we will either include the premium or program fee in your payments or extend the term of your loan. If the term is extended, you will be required to make additional payments of the scheduled amount, until what you owe has been paid. You promise to make all payments to the place we choose. If this loan refinances another loan we have with you, the other loan will be canceled and refinanced as of the date of this loan. Unless otherwise required by law, payments will be applied to amounts owed in the manner we choose.

**3. LOAN PROCEEDS BY MAIL** - If the proceeds of this loan are mailed to you, interest on this loan begins on the date the loan proceeds are mailed to you.

**4. SECURITY FOR LOAN** - This Agreement is secured by all property described in the "Security" section of the Truth in Lending Disclosure. Property securing other loans you have with us also secures this loan, unless the property is a dwelling. In addition to your pledge of shares, we may also have what is known as a statutory lien on all individual and joint accounts you have with us. A statutory lien means we have the right under federal law and many state laws to claim an interest in your accounts. We can enforce a statutory lien against your shares and dividends, and if any, interest and deposits, in all individual and joint accounts you have with us to satisfy any outstanding financial obligation that is due and payable to us. We may exercise our right to enforce this lien without further notice to you, to the extent permitted by law.

*For all borrowers:* You pledge as security for this loan all shares and dividends and, if any, all deposits and interest in all joint and individual accounts you have with the Credit Union now and in the future. The statutory lien and/or your pledge will allow us to apply the funds in your account(s) to what you owe when you are in default. The statutory lien and your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security.

**5. DEFAULT** - *The following paragraph applies to borrowers in Colorado, D.C., Massachusetts, Missouri, Nebraska and West Virginia:* You will be in default under this Agreement if you do not make a payment of the amount required on or before the date it is due. You will be in default if you break any promise you made in connection with this loan or if anyone is in default under any security agreement made in connection with this Agreement. You will be in default if you die, file for bankruptcy, become insolvent (that is, unable to pay your bills and loans as they become due), or if you made any false or misleading statements in your loan application. You will also be in default if something happens that we believe may seriously affect your ability to repay what you owe under this Agreement or if you are in default under any other loan agreement you have with us.

*The following paragraph applies to borrowers in Kansas and Maine and to South Carolina borrowers of state chartered credit unions in South Carolina:* You will be in default if you do not make a payment of the amount required when it is due. You will also be in default if we believe your ability to pay or perform your obligations under this Agreement is significantly impaired. And, you will be in default if the value of any property given as security for this Agreement is significantly reduced.

**6. ACTIONS AFTER DEFAULT** - When you are in default and after expiration of any right you have under applicable state law to cure your default, we can require immediate payment of the entire unpaid balance under this Agreement and enforce any security interest you have given us. If we demand immediate payment, you will continue to pay interest at the rate provided for in this Agreement, until what you owe has been repaid. We will also apply against

**LOAN AGREEMENT (continued)**

what you owe any shares and/or deposits given as security under this Agreement. We may also exercise any other rights given by law when you are in default.

**7. EACH PERSON RESPONSIBLE** - Each person who signs, or otherwise authenticates, this Agreement will be individually and jointly responsible for paying the entire amount owed under this Agreement. This means we can enforce our rights against any one of you individually or against all of you together.

**8. LATE CHARGE** - If you are late in making a payment, you agree to pay the late charge shown in the Truth in Lending Disclosure. If no late charge is shown, you will not be charged one.

**9. DELAY IN ENFORCING RIGHTS** - We can delay enforcing any of our rights under this Agreement any number of times without losing the ability to exercise our rights later. We can enforce this Agreement against your heirs or legal representatives.

**10. CONTINUED EFFECTIVENESS** - If any part of this Agreement is determined by a court to be unenforceable, the rest will remain in effect.

**11. NOTICES** - Notices will be sent to you at the most recent address you have given us in writing. Notice to any one of you will be notice to all.

**12. USE OF ACCOUNT** - You promise to use your account for consumer (personal, family or household) purposes, unless the Credit Union gives you written permission to use the account also for agricultural or commercial purposes, or to purchase real estate.

**13. OTHER PROVISIONS** -

If a payment is accepted and returned for "reason", then the appropriate fee will apply as per our fee schedule.

Credit Union BluCurrent Credit Union  
Borrower(s) JULINE ANNE KERR

Loan No. 01

Acct. No. 0000986580

## SECURITY AGREEMENT

In this Agreement all references to "Credit Union," "we," "our" or "us" mean the Credit Union whose name appears on this document and anyone to whom the Credit Union assigns or transfers this Agreement. All references to the "Loan" mean the loan described in the Loan Agreement that is part of this document. All references to "you" or "your" mean any person who signs, or otherwise authenticates, this Agreement.

**1. THE SECURITY FOR THE LOAN** - You give us what is known as a security interest in the property described in the "Security" section of the Truth in Lending Disclosure that is part of this document ("the Property"). The security interest you give includes all accessions. Accessions are things which are attached to or installed in the Property now or in the future. The security interest also includes any replacements for the Property which you buy within 10 days of the Loan and any extensions, renewals or refinancings of the Loan. It also includes any money you receive from selling the Property or from insurance you have on the Property. If the value of the Property declines, you promise to give us more property as security if asked to do so.

**2. WHAT THE SECURITY INTEREST COVERS/CROSS COLLATERAL PROVISIONS** - The security interest secures the Loan and any extensions, renewals or refinancings of the Loan. The security interest also secures any other loans, including any credit card loan, you have now or receive in the future from us and any other amounts you owe us for any reason now or in the future, except any loan secured by your principal dwelling. If the Property is household goods as defined by the Federal Trade Commission Credit Practices Rule or your principal dwelling, the Property will secure only this Loan and not other loans or amounts you owe us.

**3. OWNERSHIP OF THE PROPERTY** - You promise that you own the Property or, if this Loan is to buy the Property, you promise you will use the Loan proceeds for that purpose. You promise that no one else has any interest in or claim against the Property that you have not already told us about. You promise not to sell or lease the Property or to use it as security for a loan with another creditor until the Loan is repaid. You promise you will allow no other security interest or lien to attach to the Property either by your actions or by operation of law.

**4. PROTECTING THE SECURITY INTEREST** - If your state issues a title for the Property, you promise to have our security interest shown on the title. We may have to file what is called a financing statement to protect our security interest from the claims of others. You irrevocably authorize us to execute (on your behalf), if applicable, and file one or more financing, continuation or amendment statements pursuant to the Uniform Commercial Code (UCC) in a form satisfactory to us. You promise to do whatever else we think is necessary to protect our security interest in the Property. You also promise to pay all costs, including but not limited to any attorney fees, we incur in protecting our security interest and rights in the Property, to the extent permitted by applicable law.

**5. USE OF PROPERTY** - Until the Loan has been paid off, you promise you will: (1) Use the Property carefully and keep it in good repair. (2) Obtain our written permission before making major changes to the Property or changing the address where the Property is kept. (3) Inform us in writing before changing your address. (4) Allow us to inspect the Property. (5) Promptly notify us if the Property is damaged, stolen or abused. (6) Not use the Property for any unlawful purpose. (7) Not retitle Property in another state without telling us.

**6. PROPERTY INSURANCE, TAXES AND FEES** - You promise to pay all taxes and fees (like registration fees) due on the Property and to keep the Property insured against loss and damage. The amount and coverage of the property insurance must be acceptable to us. You may provide the property insurance through a policy you already have, or through a policy you get and pay for. You promise to make the insurance policy payable to us and to deliver the policy or proof of coverage to us if asked to do so.

If you cancel your insurance and get a refund, we have a right to the refund. If the Property is lost or damaged, we can use the insurance settlement to repair the Property or apply it towards what you owe. You authorize us to endorse any draft or check which may be payable to you in order for us to collect any refund or benefits due under your insurance policy.

If you do not pay the taxes or fees on the Property when due or keep it insured, we may pay these obligations, but we are not required to do so. Any money we spend for taxes, fees or insurance will be added to the unpaid balance of the Loan and you will pay interest on those amounts at the same rate you agreed to pay on the Loan. We may receive payments in connection with the insurance from a company which provides the insurance. We may monitor our loans for the purpose of determining whether you and other borrowers have complied with the insurance requirements of our loan agreements or may

engage others to do so. The insurance charge added to the Loan may include (1) the insurance company's payments to us and (2) the cost of determining compliance with the insurance requirements. If we add amounts for taxes, fees or insurance to the unpaid balance of the Loan, we may increase your payments to pay the amount added within the term of the insurance or term of the Loan.

**7. INSURANCE NOTICE** - If you do not purchase the required property insurance, the insurance we may purchase and charge you for will cover only our interest in the Property. The premium for this insurance may be higher because the insurance company may have given us the right to purchase insurance after uninsured collateral is lost or damaged. The insurance will not be liability insurance and will not satisfy any state financial responsibility or no fault laws.

**8. DEFAULT** - You will be in default if you break any promise you make or fail to perform any obligation you have under this Agreement. You will also be in default under this Agreement if the Loan is in default. You will be in default if any property you have given us as security is repossessed by someone else, seized under a forfeiture or similar law, or if anything else happens that significantly affects the value of the property or our security interest in it.

**9. WHAT HAPPENS IF YOU ARE IN DEFAULT** - When you are in default and after you have been given any time you have under state law to cure your default, we may require immediate payment of the outstanding balance of the Loan without giving you advance notice and take possession of the Property. You agree the Credit Union has the right to take possession of the Property without judicial process if this can be done without breach of the peace. If we ask, you promise to deliver the Property at a time and place we choose. If the property is a motor vehicle or boat, you agree that we may obtain a key or other device necessary to unlock and operate it, when you are in default. We will not be responsible for any other property not covered by this Agreement that you leave inside the Property or that is attached to the Property. We will try to return that property to you or make it available for you to claim.

After we have possession of the Property, we can sell it and apply the money to any amounts you owe us. We will give you notice of any public disposition or the date after which a private disposition will be held. Our expenses for taking possession of and selling the Property will be deducted from the money received from the sale. Those costs may include the cost of storing the Property, preparing it for sale and attorney's fees to the extent permitted under state law or awarded under the Bankruptcy Code.

If you have agreed to pay the Loan, you must pay any amount that remains unpaid after the sale money has been applied to the unpaid balance of the Loan and to what you owe under this Agreement. You agree to pay interest on that amount at the same rate as the Loan, until that amount has been paid.

**10. DELAY IN ENFORCING RIGHTS AND CHANGES IN THE LOAN** - We can delay enforcing any of our rights under this Agreement any number of times without losing the ability to exercise our rights later. We can enforce this Agreement against your heirs or legal representatives. If we change the terms of the Loan, you agree that this Agreement will remain in effect.

**11. CONTINUED EFFECTIVENESS** - If any part of this Agreement is determined by a court to be unenforceable, the rest will remain in effect.

*The following notice applies ONLY when the box at left is marked.*

**12. NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

**13. OTHER PROVISIONS -**



## **BluCurrent Credit Union**

### **AGREEMENT TO PROVIDE INSURANCE**

I understand and agree that the vehicle listed below must be covered during the full term of my loan contract with the following insurance:

1. Collision Coverage (\$1,000.00 maximum deductible)
2. Comprehensive Coverage (\$1,000.00 maximum deductible)

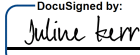
I agree to request that my agent forward proof of this required coverage to **BluCurrent Credit Union, Attn: Insurance Department, P. O. Box 924590, Fort Worth, TX 76124** within 30 days of my loan contract date.

**An acceptable policy must meet the following requirements:**

1. Insured's Name and Address; Vehicle Description and VIN; No Excluded Drivers on the Policy
2. Collision and Comprehensive Deductible Amounts not to exceed \$1,000.00.
3. Policy Number and Current Policy Period; BluCurrent CU listed as Loss Payee

I further understand that if for any reason evidence of the required insurance is not provided, *BluCurrent Credit Union* may, at its option, secure insurance according to the terms of my loan contract. The premium and related finance charge will be added to my loan balance and my loan payment may be increased. I understand that the insurance secured by *BluCurrent Credit Union* will not provide bodily injury or property damage liability insurance coverage and will not comply with any financial responsibility laws.

INSURANCE COMPANY: Geico POLICY #: 6013-99-22-65  
 AGENT: \_\_\_\_\_ PHONE #: 18008413000

<u>JULINE ANNE KERR</u>	<u>986580 - 01</u>	<u>01/24/2020</u>	<u>24,552.22</u>
Member Name	Loan Number	Loan Date	Amount Financed
<u>2015 INFINITI Q50</u>		<u>JN1AV7AP5FM790958</u>	
Description		Vehicle Identification Number	
DocuSigned by:  2018020A95C649A		<u>01/24/2020</u>	
Member's Signature		Date	

#### **Notice to the Agent**

Please provide *BluCurrent Credit Union* with an acceptable insurance policy which meets the above requirements. You may mail or fax this policy to our Insurance Department. Our address for mailing and loss payee information follows.

BluCurrent Credit Union  
 P. O. Box 924590, Fort Worth TX 76124  
 Or email at: [blucurrent@myloaninsurance.com](mailto:blucurrent@myloaninsurance.com)  
 Fax: (877) 689-6790



Home Office:  
2000 Heritage Way  
Waverly, IA 50677  
Administrative Office:  
5910 Mineral Point Road  
Madison, WI 53705  
Phone: 800.356.2644

**MONTHLY PREMIUM  
CREDIT INSURANCE APPLICATION  
AND CERTIFICATE (PART A)**

SCHEDULE OF CREDIT INSURANCE			
Credit Union/Primary Beneficiary BluCurrent Credit Union		Group Policy Contract No. 024-0420-6	
Borrower 1 Name and Address JULINE ANNE KERR 1061 E BATTLEFIELD ST B15 SPRINGFIELD, MO 65807		Email Address JULINEKERR@ICLOUD.COM	
		Birth Date 05/06/1978	
Borrower 2 Name and Address		Email Address	
		Birth Date	
Account No./Loan No. 0000986580                      01		Secondary Beneficiary	
<input checked="" type="checkbox"/> <b>Closed-End</b> Estimated Insurance Charge      Term of Loan <b>084</b> months Life      \$ 1,244.90 <b>If the Term of Loan is longer than the Maximum Term of Insurance, this insurance will not cover the entire term of Your Loan.</b> Disability \$ 3,181.41			
<input type="checkbox"/> <b>Open-End</b> Rate(s) per \$1000 of Your monthly Loan balance Single Life \$ 0.99      Joint Life \$ 1.48      Single Disability \$ 2.53      Joint Disability \$ 4.55			
<b>Insurance Applied For</b>		<b>Applicable Maximums</b>	
<b>Life Insurance</b>			
Who do You want covered by life insurance?			
Check only one:			
<input checked="" type="checkbox"/> Only borrower 1 (single) <input type="checkbox"/> Both borrowers (joint)		Maximum Monthly Disability Benefit      N/A      \$850.00	
<input type="checkbox"/> Only borrower 2 (single) <input type="checkbox"/> Neither borrower		Total Benefit Maximum      \$50,000.00      \$50,000.00	
<b>Disability Insurance</b>			
Who do You want covered by disability insurance?			
Check only one:			
<input checked="" type="checkbox"/> Only borrower 1 (single) <input type="checkbox"/> Both borrowers (joint)		Maximum Issue Age      71      71	
<input type="checkbox"/> Only borrower 2 (single) <input type="checkbox"/> Neither borrower		Termination Age      71      71	
Waiting Period      Benefits Begin		Maximum Eligible Loan Term*(in months)      Unlimited      Unlimited	
14 days      Retroactive		Maximum Term of Insurance*(in months)      Unlimited      Unlimited	
		*Closed-End Only	

CI-MP-SCH-OECE-S2

**ELIGIBILITY REQUIREMENTS:** You are eligible for this insurance if You have not attained the Maximum Issue Age provided in the Schedule as of the date You sign this application and You satisfactorily answer any applicable question(s). Additionally, You are eligible for this insurance only if You are a natural person that is liable for the Loan as a borrower. A guarantor or co-signor on the Loan or a business entity or association is not eligible for this insurance.

Please follow the directions provided for the Question(s) and check the appropriate box(es):

**Actively at Work Question - Only answer this Question if:**

- You are applying for disability insurance.

Are You actively at work, for wages or profit, for 25 hours or more per week on the date You sign this application? You will be considered to have met this requirement if You are absent from work due to temporary layoff, strike or vacation but will soon return to work.	Borrower 1 <input type="checkbox"/> Yes <input type="checkbox"/> No	Borrower 2 <input type="checkbox"/> Yes <input type="checkbox"/> No
--	--	--

If You answered "No" to the Actively at Work Question, You are not eligible for disability insurance.

**EVIDENCE OF INSURABILITY QUESTION(S)**

**Health Question 1 - Only answer this Question if:**

- You are applying for life or disability insurance more than 30 days after the date of a Loan/Advance.

In the past 3 year(s), have You been treated for, or told by a licensed physician that You have or had cancer, heart disease, a stroke, diabetes, lung disorder, kidney failure, Acquired Immune Deficiency Syndrome (AIDS), or AIDS Related Complex?	Borrower 1 <input type="checkbox"/> Yes <input type="checkbox"/> No	Borrower 2 <input type="checkbox"/> Yes <input type="checkbox"/> No
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If You answered "Yes" to Health Question 1, You are not eligible for life or disability insurance.

**Health Question 2 - Only answer this Question if:**

- You are applying for disability insurance more than 30 days after the date of a Loan/Advance.

In the past 3 year(s), have You been treated by a licensed physician for alcohol or drug use, a back disorder, or any mental or nervous disorder?	Borrower 1 <input type="checkbox"/> Yes <input type="checkbox"/> No	Borrower 2 <input type="checkbox"/> Yes <input type="checkbox"/> No
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If You answered "Yes" to Health Question 2, You are not eligible for disability insurance.

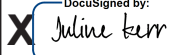
**NOTICES TO BORROWER:**


- Credit insurance is voluntary and not required to obtain Your Loan. You may purchase insurance from any insurer You choose. If You have other insurance, You may not want or need this coverage.
- You can cancel this insurance at any time for any reason by written request, and if You cancel within 30 days after You receive both Part A and Part B of the certificate, You will receive a full return of insurance charges paid.
- This insurance contains certain terms and exclusions, including a Pre-Existing Condition exclusion, as explained in both Part A and Part B of the certificate.
- The coverage and benefits available under this insurance are limited by the Applicable Maximums as shown in the Schedule and explained in both Part A and Part B of the certificate, so this insurance may not provide enough benefits to cover the amount You owe.
- If Your Loan includes a balloon payment (a payment that is larger than the other scheduled payments and is scheduled to be paid at the end of the Loan), that payment is not covered under Your disability insurance.
- In addition to the terms and conditions provided on this application, this insurance is subject to the terms and conditions contained within the group policy, which are explained in both Part A and Part B of the certificate.
- There is a charge for this insurance. The rate You are charged for this insurance is subject to change. You are responsible for paying the insurance charge no later than when Your Loan payment is due. If the insurance charge is added to Your Loan balance, it will be subject to finance charges at the interest rate applicable to Your Loan.

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit, or knowingly presents false information in an application for insurance may be guilty of a crime and subject to fines and confinement in prison, and denial of insurance benefits, depending on state law.

If You are electing insurance, Your signature means: You agree to pay and You authorize the Credit Union to remit the insurance charge to Us; You have read and understand the notices provided above; all of the information provided in the application is true and correct; You meet the eligibility requirements shown above; and You have received both Part A and Part B of the certificate.

**Be sure that the insurance applied for on the Schedule reflects the coverage You want before You sign. If You have not elected coverage, signing below means that You recognize that You will have no credit insurance for this Loan/Advance.**

Borrower 1 Signature	Date
DocuSigned by: 	01/24/2020

Borrower 2 Signature	Date
	01/24/2020

JULINE ANNE KERR

KYRSTEN ARMATO  
 Licensed Insurance Agent



Home Office:  
2000 Heritage Way  
Waverly, IA 50677  
Administrative Office:  
5910 Mineral Point Road  
Madison, WI 53705  
Phone: 800.356.2644

**MONTHLY PREMIUM  
CREDIT INSURANCE CERTIFICATE  
(PART B)**

Borrower 1 Name <b>JULINE ANNE KERR</b>	Account No./Loan No. <b>0000986580</b>
Borrower 2 Name	<b>01</b>

This certificate explains the terms and conditions of coverage for credit life insurance ("life insurance") and credit disability insurance ("disability insurance") as provided in the group credit insurance policy ("group policy") issued to the Credit Union, which is available for Your review at the Credit Union's main office location. This certificate is subject to that group policy in every respect. If You meet the eligibility requirements provided on the Credit Insurance Application and Certificate (Part A), You apply for this insurance, and You agree to pay the insurance charges, You are insured for the coverage marked in the Schedule, subject to the terms of the group policy and this certificate. This certificate does not provide coverage for You unless You are insured. Words that are capitalized in this certificate are either defined terms that always have the meanings explained in the Credit Insurance Application and Certificate (Part A) or the Definitions section below or they are references to terms provided in the Schedule and have the meanings or values stated in the Schedule.

**GENERAL PROVISIONS**

**What is the insurance contract?** The group policy issued to the Credit Union, the application on which it is based, Your individual application, Your certificate, the Schedule, and any endorsements, riders and amendments to the group policy make up the entire contract. The contract may be amended at any time.

**When and to whom are benefit payments made?** We will pay any benefits You are owed under Your life or disability insurance, no later than 30 days after We determine that You are owed a benefit, to the Credit Union to be applied to Your outstanding Loan balance. A benefit will be paid after We determine that You are owed a benefit according to the terms and conditions of this insurance. If You are owed disability benefits under the terms of this insurance for a continuous period of Total Disability that lasts longer than one month, benefit payments will be paid monthly. If the benefits are more than the balance of Your Loan, the difference will be paid to You if You are living or to the secondary beneficiary named by You, if any, or to Your estate.

**Does this insurance affect or change Your Loan obligation?** This insurance does not relieve Your obligations under Your Loan agreement with the Credit Union. This insurance and Your Loan are separate agreements. Whether or not You have made a claim for benefits, You remain obligated to the Credit Union to comply with the terms of Your Loan agreement.

**How are insurance charges calculated?** Your insurance charge is determined each month by applying the appropriate insurance rate to Your Loan balance up to the Total Benefit Maximum for life insurance or for disability insurance, depending on the coverage You elected. The insurance charge may change while Your insurance is in effect if the insurance rate changes or if Your coverage changes. If the insurance charge is added to Your Loan balance, it will be subject to finance charges at the interest rate applicable to Your Loan.

**What if Your Loan is refinanced?** If Your Loan is refinanced or converted from an open-end Loan to a closed-end Loan, the Effective Date of Insurance with respect to the Loan amount that existed at the time of the refinancing or conversion will remain the original Effective Date of Insurance. However, the Effective Date of Insurance for any new amount added to the Loan balance will be the date that new Loan amount is funded or disbursed. If Your Loan is refinanced or converted during a period of Total Disability, the refinancing or conversion will not change Our benefit obligations.

**What if You are issued insurance when You are over the Maximum Issue Age?** If Your age was stated correctly on the application and You had already attained the Maximum Issue Age and insurance was therefore issued in error, We have the right, within 90 days from the date We receive Your application, to terminate this insurance and return any insurance charges. If Your age was misstated on the application and insurance would not have been issued at Your correct age, We may terminate this insurance at any time and return all insurance charges less any benefits paid. If joint coverage is in effect and We terminate this insurance for only one borrower, insurance will continue on the eligible living borrower and We will return the difference in insurance charges between joint and single coverage.

**What if We overpay benefits?** If We pay more benefits than You are owed, You are obligated to return the overpayment to Us within 30 days of receipt of written notification of the overpayment from Us. We may seek to have the Credit Union return such overpayment on Your behalf.

**Can Your insurance coverage be contested?** We may contest the validity of this coverage at any time based on a failure to pay insurance charges. After Your certificate has been in force for two years during Your lifetime, no statement relating to insurability that is made by You in a written application can be used to contest coverage or deny a claim. Fraudulent statements, however, made by You in a written application can be used to contest life insurance or deny a life claim at any time. All statements made by You shall be deemed representations and not warranties. No statement shall be used in any contest unless a signed copy of the instrument containing the statement is or has been furnished to You, or in the case of death or incapacity to Your beneficiary or personal representative. If insurance is cancelled as a result of contestability, Our liability is limited to a return of any insurance charges paid.

**When does Your insurance terminate?** This insurance will automatically terminate for all borrowers on the earliest of: (a) the date Your Loan is paid off by any means (for closed-end Loans only); (b) the date the Maximum Term of Insurance, as stated in the Schedule, has elapsed (for closed-end Loans only); (c) the last day of the month in which Your Loan or the insurance charge is 90 days delinquent or past due; (d) the date You are no longer obligated to repay the Loan to the Credit Union; or (e) the last day of the month during which the group policy is terminated. This insurance will automatically terminate for each borrower individually on the earliest of: (1) the date We or the Credit Union receive Your written request to terminate the insurance or on a date that You select that is after the date on which We or the Credit Union receive Your written request; (2) the date of Your death; (3) the last day of the month during which You reach the Termination Age stated in the Schedule; or (4) the date a life insurance benefit is paid. If joint coverage is in effect and insurance terminates for only one borrower, insurance will continue for the other eligible borrower until that borrower's insurance terminates as provided in this section. However, if joint coverage is in effect and a life insurance benefit is paid, life insurance terminates for both borrowers even if a balance remains on the Loan; disability insurance, if elected, will continue for the borrower who did not incur a covered life event until that borrower's insurance terminates as provided in this section. We will return any insurance charges paid after the date insurance terminates (if You have joint coverage and only one borrower's insurance terminates, We will return only the difference in paid insurance charges between joint and single coverage). Life and disability insurance may have different Termination Ages or Maximum Terms of Insurance which means one may terminate but the other continues.

**When do You get a return of insurance charges?** When You pay Your monthly insurance charge, it is applied in arrears. This means the monthly insurance charge You pay is for the previous month of coverage. If Your insurance stops for any reason, We will return any insurance charge You paid for the period after Your insurance stopped.

**What if the group policy terminates?** If the group policy is terminated for any reason, Your insurance will terminate on the last day of the month during which the group policy is terminated. You will receive written notice at least 31 days prior to insurance terminating.

**What if this certificate does not conform to state law?** Any provisions of this certificate which, on the Effective Date of Insurance, are in conflict with the laws of the state in which it has been issued are changed to conform to the minimum standards of those laws.

**What are the deadlines for legal action against Us or the Credit Union?** You cannot start any legal action against Us or the Credit Union until 60 days after We receive proof of Your Total Disability or proof to support a claim for life insurance benefits, and You cannot start any legal action against Us or the Credit Union more than 3 year(s) from the date Your claim is first denied or Your benefits are discontinued, whichever is later.

### LIFE INSURANCE

**What is the life insurance benefit?** The life insurance benefit is the lesser of: (a) the Total Benefit Maximum for life insurance as shown in the Schedule; or (b) the unpaid balance of Your Loan as of the date of Your covered life event and up to 180 days of unpaid accrued interest after the date of Your covered life event, less any Advances excluded from benefit payments under the terms of this insurance. If You have joint life coverage, We will pay a life insurance benefit for either insured borrower that qualifies for a life insurance benefit, but We will pay only one life insurance benefit even if both borrowers qualify for a life insurance benefit. We have the right to deduct the amount of past-due insurance charges from the life insurance benefit.

**What does life insurance cover?** We will pay a life insurance benefit if You incur a covered life event while You are insured with this coverage and all other terms and conditions of this insurance are satisfied.

**What is a covered life event?** A covered life event is Your death, accidental dismemberment or certified diagnosis of a terminal illness.

**What is an accidental dismemberment?** An accidental dismemberment is an injury caused only by external, violent and accidental means and results in the total irrecoverable loss of sight in one or both eyes, the loss of one or both feet by actual severance or amputation at or above the ankle, or the loss of one or both entire hands by actual severance or amputation at or above the wrist. Dismemberment must occur within 90 days of the injury which caused it.

**What is a certified diagnosis of a terminal illness?** A certified diagnosis of a terminal illness means that a licensed physician other than You or an immediate family member certifies that You have been diagnosed with a terminal illness with a life expectancy of 12 months or less. The date of Your covered life event for a terminal illness claim will be the date Your terminal illness diagnosis is certified.

**What events or Advances are excluded from benefit payments?** We will not pay benefits to cover an Advance if Your covered life event occurs within 6 months after the Effective Date of Insurance on the Advance and results directly or indirectly from a Pre-



Existing Condition. If Your covered life event occurs more than 6 months after the Effective Date of Insurance it will not be excluded from benefit payments based on the Pre-Existing Condition exclusion.

**What proof is required to make a claim for a life insurance benefit?** For a claim related to a death, We must receive a certified copy of the death certificate (or other lawful evidence). For a claim related to an accidental dismemberment, We must receive medical proof satisfactory to Us that demonstrates the nature and cause of the dismemberment. For a claim related to a terminal illness, We must receive proof certified by a licensed physician other than You or an immediate family member that You have been diagnosed with a terminal illness with a life expectancy of 12 months or less. If necessary for the review of Your claim, We may also request relevant medical records, a copy of Your application for this insurance, and a copy of Your Loan records.

### **DISABILITY INSURANCE**

**How do You qualify for disability benefits?** You qualify for disability benefits if: (a) You first meet the definition of Total Disability while You are insured; (b) Your Total Disability lasts longer than the Waiting Period shown in the Schedule; (c) You are under the regular care and treatment of a licensed physician other than You or an immediate family member; and (d) all other terms and conditions of this insurance are satisfied. If You have joint disability coverage, each borrower must qualify for benefits independently of the other borrower.

**What if Your disabling condition recurs?** If Your disabling condition recurs within 7 calendar days after You have recovered from Your most recent period of Total Disability, We will consider it a continuation of that period of Total Disability and no new Waiting Period will apply. If the disabling condition recurs more than 7 calendar days after You have recovered, We will consider it a new period of Total Disability and You will have to qualify for disability benefits again. If Your Total Disability is based on a new disabling condition, We will consider it a new period of Total Disability. You have "recovered" for purposes of this insurance if either: (a) You are capable of performing all of the essential functions of the occupation You had at the time Your most recent period of Total Disability started; or (b) if unemployed at the start of Your Total Disability, You are able to perform the essential functions required of any occupation for which You are reasonably qualified by education, training or experience.

**What disabilities or Advances are excluded from benefit payments?** We will not pay benefits for a Total Disability that results directly or indirectly from a normal pregnancy. We will not pay benefits to cover an Advance if Your Total Disability results directly or indirectly from a Pre-Existing Condition and Your Total Disability starts within 6 months after the Effective Date of Insurance on the Advance. An Advance will not be excluded from benefit payments under the Pre-Existing Condition exclusion if Your Total Disability starts more than 6 months after the Effective Date of Insurance on that Advance.

**What do We pay?** For each full month during which You qualify for benefits, We will pay as a monthly disability benefit the lesser of: (a) the minimum monthly Loan payment required for Your Loan as of the date Your Total Disability started (less any amount of that Loan payment attributable to Advances excluded from benefit payments under the terms of this insurance); or (b) the Maximum Monthly Disability Benefit shown in the Schedule. For periods less than a full month, We will pay an amount equal to 1/30th of the monthly disability benefit for each day You qualify for benefits. If Your Loan is not scheduled for monthly Loan payments, We will calculate Your monthly disability benefit by converting Your scheduled Loan payments to a monthly Loan payment equivalent. If Your monthly disability benefit payment, as determined under this section, is less than Your required monthly Loan payment, or monthly Loan payment equivalent, You are responsible to pay the difference owed to the Credit Union. Your monthly disability benefit is determined at the start of Your Total Disability and will not change during that period of Total Disability even if the required monthly Loan payment changes. If You have joint disability insurance, We will pay only one monthly disability benefit even if both of You are disabled. We have the right to deduct the amount of past-due insurance charges from any disability insurance benefit.

**What do We not pay?** We will not pay benefits to cover late fees, unscheduled or additional finance charges, balloon payments, Advances excluded from benefit payments under the terms of this insurance, or any money added to the principal balance of Your Loan after the date Your Total Disability starts, even if any of those amounts are incurred while a claim is being reviewed. Payment of those amounts will always remain solely Your responsibility.

**How do We calculate the start date for Your benefit payments?** If the Schedule states that Your benefits begin retroactively, Your benefits will be calculated from the first day of Your Total Disability. If the Schedule states that Your benefits begin non-retroactively, Your benefits will be calculated from the day after the Waiting Period stated in the Schedule. In any case, You must meet the definition of Total Disability for longer than the Waiting Period to qualify for benefits.

**When do Your benefit payments stop?** Your disability benefit payments will stop when any of the following conditions are met: (a) You no longer meet the definition of Total Disability; (b) Your Loan balance (as of the date Your Total Disability started, less any Advances excluded from benefit payments under the terms of this insurance) has been paid in full by any means; (c) the date is reached when Your Loan balance (as of the date Your Total Disability started, less any Advances excluded from benefit payments under the terms of this insurance) should have been paid in full had the required Loan payments been made on time and in accordance with the terms of the Loan agreement, and the interest rate and Loan payment requirements in place on the date Your Total Disability started; (d) this insurance terminates because the Maximum Term of Insurance has elapsed (for closed-end Loans only); (e) You are no longer obligated to repay the Loan to the Credit Union; (f) disability benefits have been paid equal to the Total Benefit Maximum for disability insurance as provided on the Schedule; (g) You fail to provide the required proof of Your Total Disability; (h) You are deceased; or (i) a life insurance benefit is paid to the borrower receiving disability benefits.

**What proof do You need to provide to make a claim for disability benefits?** You must provide Us proof of Your Total Disability. If necessary for the review of Your claim, We may also request relevant medical records, a copy of Your application for this insurance, a copy of Your Loan records, and relevant employment and income records. Your proof of Total Disability must contain the date and the cause of Your Total Disability, a statement about the seriousness of the disability and a signature of a treating physician other than You or an immediate family member. Claim forms will be available from the Credit Union or, upon request, will be provided by Us. Upon request, You will be required to provide proof of continued Total Disability from time to time, including additional medical proof signed by a treating physician other than You or an immediate family member.

**Can We require a physical examination?** We may require You to participate in an independent medical examination as often as reasonably necessary in order to obtain the proof We require to determine if You qualify for disability benefits. We will pay the cost of any such examination.

**What are the deadlines for providing proof of Total Disability?** You are required to provide Us proof of Total Disability as soon as possible and no later than 15 months from the date Your Total Disability begins. If We request proof of continued Total Disability, You will be required to provide such proof as soon as possible and no later than 15 months from the date of Our first request for such proof. We will not accept proof of Total Disability that is provided after the period in which it is required to be provided, unless You were legally incapable of providing the proof. Regardless of the deadlines for providing proof, if We do not receive requested proof of continued Total Disability, We may suspend or stop benefit payments until the required proof is received.

### DEFINITIONS

**Advance.** Under an open-end lending agreement, an "Advance" means each disbursement of money on a Loan by the Credit Union to You at Your direction or request. Under a closed-end agreement, an "Advance" means the disbursement that funds Your Loan.

**The Credit Union.** The "Credit Union" means the creditor that issued the Loan as shown in the Schedule and that is the group policyholder of this insurance.

**Effective Date of Insurance.** The "Effective Date of Insurance" is the later of: (a) the date of an Advance; or (b) the date the application for this insurance is signed (if joint coverage is in effect, the date of the last signing). Each Advance will have its own Effective Date of Insurance.

**Loan.** A "Loan" means the money lent to You by the Credit Union under a lending agreement, for which You have elected this insurance and have agreed to pay insurance charges.

**Pre-Existing Condition.** A "Pre-Existing Condition" is an illness, disease, or medical condition for which You received medical advice, consultation, or treatment within the 6 month period immediately prior to the Effective Date of Insurance.

**Schedule.** The "Schedule" means the "Schedule of Credit Insurance" that is attached to or part of Your "Credit Insurance Application and Certificate (Part A)." The terms and provisions in the Schedule have the same meaning when used in the Schedule or in this certificate.

**Total Disability.** During the first 12 consecutive months of disability, "Total Disability" means You are unable, because of a medically determined sickness or accidental injury, to perform all of the essential functions of Your occupation at the time Your disability starts. After the first 12 consecutive months of disability, the definition of "Total Disability" changes to mean You are unable, because of a medically determined sickness or accidental injury, to perform the essential functions required of any occupation for which You are reasonably qualified by education, training or experience. If You are no longer employed when Your disability starts, "Total Disability" always means You are unable, because of a medically determined sickness or accidental injury, to perform the essential functions required of any occupation for which You are reasonably qualified by education, training or experience.

**We, Us and Our.** "We", "Us", and "Our" mean CMFG Life Insurance Company.

**You and Your.** "You" and "Your" mean the borrower, and, if joint coverage is elected, "You" and "Your" also mean both borrowers on the Loan.

**GAP Waiver Addendum – Election Form****“Please carefully review all of the terms and conditions of the GAP Waiver Addendum prior to signing.”**

Borrower KERR, JULINE		Account Number		Seller/Lender BLUCURRENT CREDIT UNION	
Borrower Address 1061 E BATTLEFIELD ST B15		Seller/Lender Address 1770 WEST SUNSET ST			
City	State	ZIP	City	State	ZIP
SPRINGFIELD	MO	65807	SPRINGFIELD	MO	65807
Vehicle Year	Make	Model	GAP Waiver Date	Loan Officer	
2015	INFINITI	Q50	01/24/2020	KYRSTEN ARMATO	
Vehicle ID Number (VIN) JN1AV7AP5FM790958			Loan Date	Amount Financed	
			01/24/2020	\$24,552.22	
MSRP/NADA		Mileage	Term in Months	APR	Payment
\$21,225.00		52710	84	10.9900 %	\$422.26

Year	Make	Model	Identification Number (HIN)/Desc.	MSRP/NADA
Hull				\$
Motor				\$
Trailer				\$

**GAP PROGRAM TYPE (Choose one)**

Vehicle Type	Max Loan Term	Max GAP Term	Max Amount Financed
<input checked="" type="checkbox"/> <b>Private Passenger</b> (Car, Truck or Van)	84	84	\$100,000
<input type="checkbox"/> <b>Power Sport</b> (ATV, Motorcycle, Snowmobile, Personal Watercraft)	84	84	\$50,000
<input type="checkbox"/> <b>Commercial Vehicle</b> (See the Definition of “Commercial Use” on the second page.)	84	84	\$100,000
<input type="checkbox"/> <b>Recreational Vehicle</b> (Travel Trailer, Motorhome, Camper)	240	84	\$250,000
<input type="checkbox"/> <b>Boat</b>	240	84	\$100,000

The Loan to Value (LTV) limit for this GAP Waiver Addendum is **150%** of MSRP for new vehicles or NADA retail value for used vehicles.

 **YES, You elect the GAP Waiver Addendum.**

**You understand that the purchase of the GAP Waiver Addendum is voluntary and is not required by the Seller/Lender to obtain credit.** You understand that this GAP Waiver Addendum is not a substitute for collision or property damage insurance and you are responsible for insurance required by the Financing Contract or applicable state law. You are responsible for handling all notifications or insurance claims that are required to be filed with Your Primary Insurance carrier. You understand that by purchasing the GAP Waiver Addendum for your Financing Contract that the Seller/Lender waives, in the event of a Constructive Total Loss, its contractual right to hold you liable for the GAP Amount, subject to the provisions and Exclusions contained within this election form. You will remain fully liable to the Lender for any portion of the Unpaid Net Balance that is not waived by this GAP Waiver Addendum. The GAP Amount may decrease over the term of your Financing Contract and may not extend for the full term of your Financing Contract. You may wish to consult an insurance agent or alternative source to determine whether similar Benefits may be obtained and at what cost. **You acknowledge that you have read and understand the entire GAP Waiver Addendum and its terms and conditions which may reduce or prevent you from receiving all or part of the Benefits due under this GAP Waiver Addendum. You acknowledge that this GAP Waiver Addendum supersedes any other representations made.** You understand that the Seller/Lender may retain all of the GAP Cost, or pay a portion to a third party as a service fee, or for indemnification. **You may elect to pay the fee in cash or have it added to the Amount Financed in your Loan.** Adding the fee to the amount financed will increase the cost of GAP. You may cancel this GAP Waiver Addendum during the first 60 days and receive a full refund. Cancellations made after 60 days will allow a refund of the unearned portion of the fee if you terminate the contract or prepay the loan in full prior to the scheduled termination date.

GAP Cost: \$ 399.00 (please see Cancellation/Refunds on the third page)

GAP Plus Waiver is: \$1000 (See details on subsequent pages of this form)

DocuSigned by:  
Signature: Juline Kerr  
2916920A65C649A...

Date: 1/24/2020

 **NO, You do not elect the GAP Waiver Addendum.**

In the event your vehicle is stolen or a total loss and your insurance company pays less than the Unpaid Net Balance of your Financing Contract, you understand you will be fully responsible for any deficiency balance.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**TERMS AND CONDITIONS OF THE GAP WAIVER ADDENDUM**

This GAP Waiver Addendum is incorporated into and supplements the terms of your Financing Contract. By electing this GAP Waiver Addendum, the Borrower agrees to the terms which are incorporated by reference into this Addendum.

**DEFINITIONS**

**“We”, “us”, and “our” refer to the Seller/Lender; “you” and “your” means the Borrower.**

For the purposes of this GAP Waiver Addendum, the following words are defined and their meanings will be as follows:

**“Actual Cash Value (ACV)”** means the retail value of the Collateral, on the Date of Loss, as listed in the NADA Official Guide for the territory in which the Collateral is principally garaged and with appropriate adjustments for mileage or optional equipment. For any Collateral which has no NADA Retail Value available, ACV will be determined using the best information available to us that we reasonably believe accurately reflects the retail value of the Collateral and is customarily used as the basis for establishing ACV in that territory.

**“Collateral”** means any private passenger automobile, van, truck with a GVWR of 14,500 pounds or less, watercraft, RV, boat, motorcycle, ATV, snowmobile or trailer that has temporary living quarters, as listed on the first page of this GAP Waiver Addendum and Financing Contract that is not otherwise excluded from coverage within this GAP Waiver Addendum.

**“Commercial Use”** means any vehicle used for commercial purposes including but not limited to the involvement of transportation of persons, property or goods for hire, compensation, profit, or in the furtherance of a commercial enterprise which includes but is not limited to one or more of the following: 1) a business name is permanently displayed on the vehicle; 2) the primary insurance for the vehicle is a Business Auto Policy or Commercial Vehicle Policy; 3) the vehicle is titled in a business name; or 4) the loan is in a business name.

**“Constructive Total Loss”** means the direct and accidental loss of or damage to the Collateral, which meets one of the following criteria: 1) the Collateral is declared a total loss by Primary Insurance carrier; 2) the total cost to repair the Collateral is greater than or equal to the ACV; or 3) the Collateral is stolen and is not recovered within thirty (30) days of the Date of Loss.

**“Date of Loss”** means the date on which the Collateral is reported stolen or incurs physical damage severe enough to constitute a Constructive Total Loss.

**“Delinquent Payments”** means any payment, which is paid after the due date stated in the Financing Contract. Any Delinquent Payments will be determined as of the Date of Loss. The definition does not include approved deferred payments for Lender programs (i.e. “Skip-a-payment”, “Skip-your-Christmas-Payment”, etc.) as listed in item 7 on the third page of the GAP Waiver Addendum.

**“GAP Amount”** means the difference between the Primary Insurance carrier’s physical damage insurance payments, including any tax and fee refunds applied, for a Constructive Total Loss. In the event there is no Primary Insurance in effect on the Date of Loss, or Primary Insurance carrier denies coverage or is declared insolvent, or if Primary Insurance policy limits are less than the ACV of the Collateral, the GAP Amount is the difference between the Collateral’s Actual Cash Value and the Unpaid Net Balance as of the Date of Loss. If you are entitled to collect the same from others, including but not limited to, primary and other insurance, or salvage sale, that portion of the payment will not be included in the GAP Amount. The GAP Amount does not include deductions made by the Primary Insurance carrier for towing fees, storage fees, comparative liability or compromise settlement, prior damage that has already been paid to you, or due to salvage purchase or retention.

**“Financing Contract”** means the financing agreement, loan agreement, retail installment, open-end agreement or lease agreement which outlines the terms of the loan or lease as of the GAP Waiver Date.

**“Loan to Value (LTV)”** means the limit in which the Amount Financed must not exceed in order for the full GAP Amount to be waived. Loan to Value is calculated by dividing the Amount Financed by the Inception Value of the Collateral.

**“Inception Value”** means the MSRP (new vehicle) or the retail value (used vehicle) of the Collateral, as of GAP Waiver Date, as listed in the NADA Official Guide for the territory in which the Collateral is principally garaged and with appropriate adjustments for mileage or optional equipment. For any Collateral which has no NADA Retail Value available, Inception Value will be determined using the best information available to us that we reasonably believe accurately reflects the retail value of the Collateral and is customarily used as the basis for establishing Inception Value in that territory.

**“Primary Insurance”** means in force insurance coverage, required by us, and carried by you to protect the Collateral from collision and comprehensive loss, naming us as Loss Payee or Lienholder. Provides liability coverage to any person who has caused the Borrower’s Collateral to incur a Constructive Total Loss, and for which that person is legally liable. Additionally, Primary Insurance shall be any other coverage we may have protecting our interest in the Collateral, insuring at least the ACV of the Collateral, contingent upon the failure or absence of Primary Insurance coverage.

**“Unpaid Net Balance”** means the amount owed by you to clear the outstanding Financing Contract account upon the Date of Loss. This amount shall not include any unearned finance charges or interest; Financing Contract charges; late charges; deferred payments; any Delinquent Payments; any uncollected service charges; refundable prepaid taxes and fees; or any other proceeds you may duly recover by canceling insurance coverages; service contracts; warranties, disposition fees, termination fees, penalty fees, or other items built into or added to the initial Financing Contract balance. If two or more pieces of collateral are secured under the Financing Contract, a proportionate share of the Unpaid Net Balance will be attributed to the Collateral based on the percentage of the Amount Financed secured by the Collateral on the GAP Waiver Date.

**FINANCING CONTRACT GAP WAIVER ADDENDUM**

In consideration for the payment of the cost shown on the first page of the GAP Waiver Addendum, we will waive the GAP Amount due to a Constructive Total Loss to the Collateral shown on the first page of the GAP Waiver Addendum. The deductible is waived only to the extent it is part of the “GAP Amount”. Our maximum waiver shall be the GAP Amount including, if the Collateral is protected by Primary Insurance, up to \$1,000 for the Primary Insurance deductible. We will not waive the portion of the Unpaid Net Balance attributable to the original Financing Contract amount exceeding 150% of the Manufacturer’s Suggested Retail Price (MSRP) on new vehicles, or 150% of NADA retail value on used vehicles, including all refundable items such as service contracts, warranties, insurance, or other such items. **The GAP Amount waived shall not exceed \$50,000.**

**GAP PLUS WAIVER**

In the event that the covered collateral is deemed a Constructive Total Loss, You may be eligible to receive an additional waiver from us, in the amount shown on the first page of this form. **In order for you to receive this additional waiver, you must finance your replacement vehicle with us after the Date of Loss and within ninety (90) days from the date the GAP claim is completed. The GAP Plus Waiver has no cash value and will only be paid by us in the form of a waiver towards the amount financed of your replacement vehicle.**

**CANCELLATION/REFUNDS**

**This GAP Waiver Addendum may be canceled/terminated for a full refund within sixty (60) days of the Loan Origination Date for any reason.** This GAP Waiver will terminate when you cancel the Addendum, the loan is paid in full, upon the repossession or surrender of the covered Vehicle or upon Total Loss of the covered Vehicle. After the 60 day free look period, you may receive a refund of any unearned portion of the GAP Waiver fee based on a Pro Rata calculation method when the GAP Waiver is canceled/terminated. However, in the event we waive the GAP Amount due to a Total Loss of the covered Vehicle, the GAP Waiver Addendum fee will be deemed as fully earned and therefore, no refund will be due.

**ELIGIBILITY REQUIREMENTS, CONDITIONS AND EXCLUSIONS**

There are Eligibility requirements, Conditions and Exclusions that could prevent you from receiving benefits under the GAP Waiver Addendum. Please review the (22) twenty-two Exclusions listed below.

This Waiver **does not** include:

1. Any refundable additions to amount financed including such items as service contracts, warranties, insurance, or other items.
2. **Interest accrued after the Date of Loss.**
3. More than two (2) monthly Delinquent Payments.
4. Late charges, fees, extensions and/or funds added after the GAP Waiver Date.
5. Primary Insurance deductible in excess of \$1,000 (The Primary Insurance deductible is waived only to the extent it is part of the "GAP Amount").
6. Portion of Financing Contract, as of the GAP Waiver Date, that exceeds the Loan to Value (LTV) limit or maximum amount financed limit as stated on the first page.
7. More than one (5) Skip-a-Payment extensions over the term of the loan.
8. Losses that occur more than 84 months after the GAP Waiver Date.

This GAP Waiver does not apply when the Constructive Total Loss is:

9. **Due to losses occurring prior to the GAP Waiver Date.**
10. Due to dishonest, fraudulent, criminal, or illegal act, including forgery by the Borrower.
11. Due to wear and tear, gradual deterioration, rust, corrosion, or resulting from any repairing, restoration, or remodeling, or resulting from any structural, mechanical or electrical breakdown or failure.
12. Due to nuclear action or reaction, radiation or radioactive contamination.
13. Due to war, whether or not declared, invasion, civil war, insurrection, rebellion or revolution or any consequence of these.
14. Due to confiscation of Collateral by a government body or public official.
15. Caused by theft of Collateral, unless the Borrower or the Lender files a police report.
16. Resulting from the Collateral being operated, used or maintained in any race, speed contest, other contest whether prearranged, organized, or spontaneous or the use of the Collateral at a track or course designed for or used for racing, high performance driving, or in practice or preparation for any contest or use of this type
17. To a vehicle that is part of a fleet that is intended for use as a public or livery conveyance, or any vehicle with Commercial Use. **This exclusion is not applicable for Commercial Vehicle as selected under GAP Program Type.**
18. To a vehicle with a "salvage" or other branded title.
19. **Caused intentionally by the Borrower or permissive user.**
20. Due to conversion, embezzlement or secretion by any person in lawful possession of the Collateral.
21. To other than the standard or optional equipment available from the manufacturer of the Collateral.
22. Sustained outside of the United States of America, its territories or possessions, Canada, the Republic of Mexico or is being transported between parts thereof.

**NOTICE OF LOSS**

You must notify us within 365 days of receiving final settlement from the primary or third party insurance carrier and provide the following: (a) copy of the insurance settlement, (b) verification of the insurance deductible, (c) copy of police report in the case of an unrecovered theft. Failure to comply with the above time frame requirements shall result in the denial of GAP Waiver Addendum benefits.

**FRAUD AND MISREPRESENTATION**

This Addendum is issued in reliance upon the truth of all representations made by you. A GAP Amount will not be Waived as to any Financing Contract where you: 1) Intentionally concealed or misrepresented any material fact; 2) Engaged in fraudulent conduct; or 3) Made a false statement relating to submitting a benefit request. If you have concealed or misrepresented any material fact(s) concerning this coverage, or in case of fraud, attempted fraud, or the false swearing by affecting any matter relating to this coverage, whether before or after the benefit request, this GAP Waiver Addendum may be voided and all charges will be returned. All refunds are the responsibility of the Seller/Lender.

**IMPORTANT NOTICE**

**You are solely responsible for the payment of any and all Taxes you may owe due to the discharge of your debt under this Addendum. You may wish to consult with a tax professional.**  
**You are reminded that this GAP Waiver Addendum is not an insurance policy.**  
**All provisions within this Waiver are subject to state specific regulations.**