

CONSUMER NOTE AND FEDERAL TRUTH IN LENDING DISCLOSURES (CREDIT SALE)

(For use when financing the sale of credit union personal property, other than a dwelling, when subject to the Wisconsin Consumer Act)

Date _____

Credit Union _____

Address _____

City, State, Zip _____

Account No. _____

Borrower's Address _____

City, State, Zip _____

CONSUMER NOTE

The undersigned ("Borrower," whether one or more) promises to pay to the order of the Credit Union the principal sum of \$ _____ together with interest (Finance Charge) computed and charged daily at the rate of _____ % per year on the unpaid principal balance each day after posting payments and charges, except that, if checked here _____, in no case shall the minimum Finance Charge be less than \$5 (if the amount financed is \$75 or less) or \$7.50 (if the amount financed exceeds \$75). The sums owing herein shall be payable as indicated in the payment schedule disclosure in the Federal Truth in Lending Disclosures below. Payments due hereunder shall be payable at the offices of the Credit Union, or such other place as it may designate in writing.

If an installment due under the Note is not paid on or before the 10th day after its due date, the Credit Union may collect a delinquency charge of \$10.00 or _____ % of the unpaid amount of the installment, whichever is less. If checked _____, in lieu of a delinquency charge on the final installment this Note shall bear interest after the final scheduled maturity date at the rate specified above upon the unpaid principal and accrued interest.

The credit union may collect a return check charge of \$ _____ in accordance with Wis. Stats. § 422.202(1)(d) for each check presented.

This Consumer Note is secured by a security agreement covering the following items: _____

_____. Borrower represents and covenants that the collateral will not be used as a dwelling. By its acceptance hereof, the Credit Union disclaims as security for this Note any security interest it holds on the date of this Note in property not referred to herein.

FEDERAL TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. % \$	FINANCE CHARGE The dollar amount the credit will cost you. \$	Amount Financed The amount of credit provided to you or on your behalf. \$	Total of Payments The amount you will have paid after you have made all payments as scheduled. \$	Total Sale Price The total cost of your purchase on credit, including your down-payment of: \$ _____ \$ _____
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You have the right to receive at this time an itemization of the Amount Financed. _____ (Initial) I want an itemization
Your payment schedule will be: _____ (Initial) I do not want an itemization

Number of Payments	Amount of Payments	When Payments are Due

Security: You are giving a security interest in:
The property being purchased. _____

Filing Fees: \$ _____ **Non-filing Insurance:** \$ _____

Late Charge: If a payment is not received by the 10th day after its due date, you may be charged \$10.00 or 5% of the unpaid portion of the installment, whichever is less.

Prepayment: If you pay off early, you _____ may _____ will not _____ have to pay a penalty.

See the Consumer Note for any additional information about nonpayment, default, any circumstances requiring payment in full before the scheduled date, prepayment refunds and penalties, and security interests.

^e means an estimate

Insurance: The Credit Union may offer either credit life/disability or debt cancellation/debt suspension coverage, but neither is required to obtain credit. If you notify the Credit Union that you are interested, the Credit Union will disclose the cost of this voluntary coverage to you. You must sign a separate election that discloses the terms and conditions for any coverage to become effective.

YOU MAY OBTAIN PROPERTY INSURANCE FROM ANYONE YOU WANT THAT IS ACCEPTABLE TO THE CREDIT UNION. IF YOU GET THE INSURANCE FROM THE CREDIT UNION, YOU WILL PAY \$ _____ FOR A _____ MONTH TERM

Additional Provisions: _____

THIS AGREEMENT INCLUDES ALL THE PROVISIONS ON THE REVERSE SIDE .
BORROWER ACKNOWLEDGES RECEIPT OF AN EXACT COPY OF THIS AGREEMENT.

NOTICE TO CUSTOMER

(a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE .

(b) DO NOT SIGN THIS AGREEMENT IF IT CONTAINS ANY BLANK SPACES.

(c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.

(d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

Borrower _____ (Seal)

Borrower _____ (Seal)

Borrower _____ (Seal)

Borrower _____ (Seal)

Upon default, the entire balance of this Note shall, unless excused by the Credit Union's Board of Directors, be immediately due and payable, subject only to any right to notice and opportunity to cure default which may exist under Wis. Stats. § 425.105. A default shall occur when (a) there is a default in payment as herein defined, or (b) the Borrower fails to observe any other covenant set forth in this Note or in any agreement securing this Note, the Borrower or Borrower's spouse or any surety of this Note dies, ceases to exist, changes marital status, changes marital domicile, or becomes insolvent or subject to a bankruptcy, receivership or other insolvency proceeding if that failure, act or occurrence materially impairs the condition, value, or protection of the Credit Union's right in any collateral securing this Note or materially impairs the ability of the Borrower to pay the amounts due under this Note. Except as otherwise provided by Wis. Stats. § 425.103(2), or by rule of the Administrator of the Wisconsin Consumer Act, a default in payment means (1) if the interval between scheduled payments is 2 months or less, to have outstanding an amount exceeding one full payment which has remained unpaid for more than 10 days after the scheduled or deferred due dates, or the failure to pay the first payment or the last payment within 40 days of its scheduled or deferred due date; or (2) if the interval between scheduled payments is more than 2 months, to have all or any part of one scheduled payment unpaid for more than 60 days after its scheduled or deferred due date; or (3) if the transaction is repayable in a single payment, the failure to pay the scheduled payment within 40 days after its scheduled or deferred due date. For purposes of this paragraph, the amount outstanding shall not include any delinquency charges and shall be computed by applying each payment first to the installment most delinquent and then to subsequent installments in the order they come due. Borrower may repay this loan, in whole or in part, at any time, without penalty for prepayment. In the event of default, the Borrower shall pay all reasonable costs incurred by Credit Union in collecting the amount due hereunder, to the extent permitted by Wis. Stats. § 422.413.

Demand, presentment, protest, notice of acceleration, notice of dishonor and all other notices of every kind except notices required by law are waived by each and every Borrower, endorser, surety or guarantor. It is understood that the holder of this Note may, without notice to any such person, unless otherwise provided by the Wisconsin Consumer Act, and without affecting the liability of any such person or the rights of the Credit Union, renew and/or extend this Note, accept late or partial payments thereon, surrender or release collateral for the payment thereof, agree not to sue a party liable hereunder or settle or compromise the amount due or owing, it being the intention hereof that all such persons (except those expressly released in writing by the holder) remain liable hereunder until all sums to be paid under this Note shall have been fully paid, notwithstanding any act, omission or thing which might otherwise operate as a legal or equitable discharge of such person's liability hereunder. The Credit Union has made no representations or warranties regarding any of the following: (1) the collection or enforcement of the obligation herein; (2) the collection of any collateral or other security obtained herein; or (3) the financial condition of any Borrower. Each Borrower has independently determined the collectability of the obligation and the creditworthiness of any Borrower. If the Borrowers are more than one, all promises, obligations, pledges, authorizations, waivers, and liabilities under this Note shall be joint and several; any use of the singular herein may also refer to the plural and vice versa. All statutory references are to sections of the Wisconsin Statutes as they may be renumbered from time to time.

Any forbearance by Credit Union in exercising any right or remedy shall not constitute a waiver of any right or remedy available to Credit Union unless agreed to by the Credit Union in writing.

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.

The Credit Union offers no warranty, express or implied, with the sale and financing of any item securing this Note. Items are sold as is.