



Family & Friends For Life!

CONSUMER LOAN AGREEMENT AND DISCLOSURE

This Consumer Loan Agreement and Disclosure ("Agreement") governs your loan accounts with Spokane Federal Credit Union. In this Agreement the terms "you" and "your" mean each person who signs this Agreement as a borrower or owner of collateral, as applicable, the term "Credit Union" means Spokane Federal Credit Union, and the term "account" means any one or more loan accounts established under this Agreement.

1. **Loan Account Documents.** The operation of and terms applicable to your consumer, open-end loan account will be governed by (i) this Agreement and Disclosure; (ii) Advance Vouchers provided with future loan advances; (iii) loan proceeds checks; and (v) power of attorney, if applicable, which are incorporated in and integrated as part of this Agreement. No oral statement by any Credit Union officer or employee is included in this Agreement, which may be modified only in writing. If more than one person signs the Agreement, your obligations under the application, are joint and several.
2. **Loan Advances.** By completing an application and signing below, you have requested an ongoing loan relationship with the Credit Union under the terms of which you may be permitted, from time to time, to obtain loan advances from the Credit Union. This Agreement is an open-end credit plan which may involve separate subaccounts and access devices. As a Credit Union member, you contemplate that you will make repeated transactions with the Credit Union on your loan account. The Credit Union anticipates making credit available to you under this credit plan on an ongoing basis under loan subaccounts the Credit Union approves from time to time. You will receive a Advance Voucher at the time of each loan advance which will contain specific disclosures regarding credit limit, advance amount, rate, fees, and security related to the particular advance. Each Advance Voucher is considered part of this Agreement.
 - a) **Authorized Access.** You authorize any co-applicant, alone, to request and receive advances under this Agreement, to suspend further advances, or terminate this Agreement. You may request loan advances in person, by mail, by telephone or electronic transfer service, or loan draft to the extent applicable. The Credit Union may pay loan advances to you directly, to third parties, or to any deposit or share account of yours or any co-applicant in accordance with your instructions.
 - b) **Credit Limit.** The Credit Union may set a credit limit, which is the maximum amount you may draw upon at any time without getting specific approval for additional loan advances. You agree not to attempt to obtain credit that exceeds your credit limit. If you exceed your credit limit, you agree to repay the excess immediately. For line of credit accounts, you may access credit on your account up to your credit limit, prepay any portion of the balance, and request subsequent advances from time to time without limitation, provided you are not in default. For all other accounts, after your initial advance, you may request loan extensions, renewals, and additional advances subject to the Credit Union's credit and security verification.
 - c) **Access Devices.** You hereby request any additional access device, transfer instrument, or service which we may make available in the future, including loan drafts and credit cards, if applicable. You may decline any new access device or service at the time it is available to you. We will notify you of any additional terms that may apply to such services.
3. **Loan Payment.**
 - a) **Promise to Pay.** You promise to pay the Credit Union all loan advances, interest, and other amounts due in accordance with this Agreement. Such amounts include any advance requested by any other co-borrower the same as if you requested and received the advance.

- b) **Payment Methods.** You may make your loan payments by automatic transfer from shares, payroll deduction, or by direct payment, as applicable. If you make automatic transfer payments, you are responsible for maintaining adequate funds in your account to satisfy your payments. If the Credit Union does not receive your payroll deduction, the Credit Union will not waive your payment requirement and you remain responsible for making timely payments. After your loans are paid, the Credit Union may deposit payroll deduction amounts to your share account unless otherwise notified. You may pay all or any portion of your account at any time without penalty, but any such prepayment will not relieve you of your obligation to make the required minimum payments.
- c) **Minimum Payments.** You agree to make the Minimum Payment by the due date specified by the Credit Union. In addition to the Minimum Payment, you agree to pay all amounts past due, including any late charges, immediately. The Minimum Payment amount for your account will be disclosed on the Advance Voucher and may be readjusted after each advance.
- d) **Crediting Payments.** Payments received at any office of the Credit Union prior to any posted transaction cutoff hours will be credited as of the day they are received and processed. Payments received after a transaction cutoff hour may not be credited until the next business day. All payments will be credited first to accrued **FINANCE CHARGES**, then to any other sum due under this Agreement, and finally to the outstanding principal balance of your account.

4. FINANCE CHARGES.

- a) **When FINANCE CHARGES Accrue.** Each loan advance under your Account will be subject to a **FINANCE CHARGE** beginning on the date the advance is posted to your account. **FINANCE CHARGES** will continue to accrue on your account until the entire outstanding balance is paid in full. Loan advances deposited to a deposit account will be subject to a **FINANCE CHARGE** from the date of deposit even if the funds are not withdrawn immediately.
- b) **How to Determine FINANCE CHARGES.** You will pay a **FINANCE CHARGE** based on the unpaid principal balance of your account and any loan fee (**FINANCE CHARGE**), if applicable. The unpaid principal balance is the outstanding account balance which remains unpaid at the close of business each day after all transactions for the day have been posted. The **FINANCE CHARGE** based on your unpaid principal balance is computed by multiplying that balance by a Periodic Rate and multiplying by the number of days since the last payment or credit. Any loan fee (**FINANCE CHARGE**) will be set forth on the Advance Voucher at the time it is imposed and on the next periodic statement, if applicable.
- c) **Periodic Rate and Corresponding ANNUAL PERCENTAGE RATE.** The Periodic Rate and **ANNUAL PERCENTAGE RATE** for your accounts depend on the type of loan account you request. The Periodic Rates and corresponding **ANNUAL PERCENTAGE RATES** for this open-end credit plan, including any variable rate terms, if applicable, are set forth on the loan rate schedule accompanying this Agreement. The Credit Union may change the rates it offers from time to time. The Periodic Rate and **ANNUAL PERCENTAGE RATE** for your loan account will be set forth on the Advance Voucher. In the event you default in your Agreement with Credit Union, the **ANNUAL PERCENTAGE RATE** may increase to 18% and will affect the number of payments you will make. If you receive your initial Advance Voucher after the time of the initial advance on your account, you may cancel this Agreement without obligation by providing the Credit Union with written notice and returning all of the funds advanced to you within three calendar days of the advance. Once you negotiate any loan proceeds check or use the account funds in any manner, you waive any right to cancel this Agreement.

5. Fees and Charges.

- a) **Fees and Costs.** You agree to pay the fees and costs related to this Account as set forth on the Advance Voucher provided with each advance. The account fees and costs include any application fee, filing and recording fee, transfer fee, and reconveyance fee in connection with the release of the collateral.
- b) **Credit Insurance.** You may voluntarily purchase credit life insurance and credit disability insurance to protect the payment of your account. You may select any insurer of your choice. If you request credit insurance through the Credit Union, the cost and terms will be as set forth on the Credit Insurance Election and Disclosure. If you elect to purchase insurance, you agree that the cost of premiums may be added to your account balance which may increase the number of payments or the amount of your regular payments.
- c) **Late Charge.** If any loan payment is 15 days past due, you agree to pay a late charge of 15% of the past due payment amount with a minimum of \$10 and maximum of \$50.
- d) **Collection Costs and Attorney Fees.** If you are in default under the terms of this Agreement, you agree to pay the Credit Union's costs in enforcing this Agreement and collecting any amounts you owe. The Credit Union's costs include, to the extent permitted by applicable law, reasonable attorney fees if the Credit Union hires an attorney who is not a salaried employee of the Credit Union, and legal expenses incurred whether or not a lawsuit is commenced, plus any court costs and all other reasonable sums allowed by law. Attorney fees and legal expenses include those related to bankruptcy proceedings (including efforts to modify or vacate any automatic stay), trials, appeals, and any anticipated post-judgment collection. You agree that all collection costs and attorney fees incurred by the Credit Union are secured in accordance with this Agreement.

6. Events of Default. You will be in default if any of the following happen:

- a) you fail to make any payment when due;
- b) you break any promise you have made to the Credit Union in this or any agreement with the Credit Union;
- c) any other creditor or governmental agency tries to take any of the collateral, including a garnishment of your Credit Union shares;
- d) the collateral is abandoned, lost, stolen, damaged, sold, borrowed against, levied upon, seized, or attached;
- e) there is any material adverse change in your financial condition;
- f) you or any guarantor die, become insolvent, make an assignment for the benefit of creditors, a receiver is appointed, or a petition for bankruptcy is commenced by or against you;
- g) any information or representation you make on any application or agreement with the Credit Union is not true;
or
- h) the Credit Union in good faith deems itself insecure.

7. Credit Union Actions. You agree the Credit Union may accept late payments and partial payments and can delay enforcing any of its rights under this Agreement without losing them. The Credit Union's waiver of its rights in one instance does not constitute a waiver of its rights in other instances, or waiver of any other default. You agree the Credit Union may permit a modification, extension, or renewal of any term under this Agreement, or release or substitute collateral or any other person obligated for repayment of this Agreement or any guaranty, and you will remain liable for repayment of this account. In addition, the Credit Union may take other actions on your account as follows:

- a) **Suspension of Account.** The Credit Union may suspend your ability to draw upon a line of credit or to request additional loans immediately, without prior notice to you, under the following conditions: (1) you are in default under this Agreement or any other agreement with the Credit Union; (2) any credit evaluation or verification indicates adverse information; (3) any time the Credit Union reasonably determines the value of the collateral has declined; or (4) you request, in writing, a suspension of this account. If your account is suspended or in default, you must immediately return any authorized access devices, including loan drafts or cards. In addition, you authorize the Credit Union to terminate any other access service. Any use of such access device or service following suspension or default will be considered fraudulent.
- b) **Acceleration of Account.** Upon default, you waive demand and any notice, including notice of intent to accelerate and notice of acceleration. The Credit Union may declare the entire loan balance immediately due, without prior notice. The Credit Union may exercise any of its rights under the security agreement and applicable law.
- c) **Credit Union Lien/Security Interest.** To the extent permitted by applicable law, and to the extent of your indebtedness to the Credit Union, the Credit Union has a statutory lien on all your shares, deposits, and accumulated dividends or interest in all of your accounts at the Credit Union. In addition, you grant the Credit Union a security interest in all shares, deposits, and accumulated dividends or interest in all your accounts at the Credit Union, individual or joint, (except Individual Retirement Accounts). In the event that you fail to make any payments due to the Credit Union pursuant to the terms of this or any other agreement with the Credit Union, you authorize the Credit Union to immediately exercise the lien and apply the balance in these accounts to pay any amounts due the Credit Union, without further notice to you..
- d) **Credit Verification.** You agree to provide the Credit Union upon request at any time with current financial information, updated employment and credit information, or a new appraisal or valuation of collateral. You understand that the Credit Union may record such information in its files and rely on it to make decisions about your account. You authorize the Credit Union at any time to release information to any credit bureau, merchant or other financial institution regarding the status and history of your account.

8. Security Agreement.

- a) **Security Interest.** For valuable consideration, you grant the Credit Union a security interest, under the Washington Uniform Commercial Code in which the Credit Union is located, in all collateral described on any Advance Voucher received under this Agreement to secure your loan accounts under this Agreement and all your other obligations (except those secured by a dwelling or real property) to the Credit Union. This Security Agreement is intended to include your liabilities to the Credit Union which have arisen in the past or which may arise in the future, regardless of form. These include, but are not limited to, loans for consumer purposes, liability which is sole or joint, absolute or contingent, primary or secondary, purchase money or non-purchase money, and liability under promissory notes, credit cards, open accounts, or overdrafts. The collateral includes accessions and additions installed in or affixed to the collateral and any proceeds of the collateral. In addition, you grant a consensual security interest in all your shares and deposits, present and future, and all accounts (except Individual Retirement Accounts) with the Credit Union as security for all loan advances made under this Agreement. You agree that if you default on your loan, the Credit Union may apply all that is pledged to pay any amounts due under this Agreement without further notice to you.. The Credit Union may, solely at its option, allow you to withdraw a portion of your shares or deposits without affecting its security interest. All collateral securing this loan will secure any extension, renewal, or modification of this loan and all your other obligations.
- b) **Maintenance.** You agree that collateral securing this loan will be for personal use and will not be used as a dwelling. Except for the security interest granted under this Agreement, you own the collateral free and clear. You will not allow any other liens on the collateral, even if they are junior to the Credit Union's lien. You agree to maintain the collateral in good working order and repair any damage that affects its value. Except for

vehicles, you agree to keep the collateral at your address of record, unless the Credit Union tells you that you can move it. If the collateral is a vehicle, you will keep it at your present address, except for routine use, and you will not do anything that requires registering the vehicle in another state. If you move, you may move the collateral to your new address only if you give the Credit Union the new address in advance. You agree the Credit Union may come upon your premises and inspect the collateral at any reasonable time without notice.

- c) **Insurance.** You agree to keep the collateral insured with casualty and fire coverage satisfactory to the Credit Union, including an acceptable deductible. For vehicles, this means collision insurance and comprehensive insurance with a deductible amount acceptable to the Credit Union. You may provide this insurance through an existing policy or a new policy obtained from anyone you want that is acceptable to the Credit Union, and you agree to provide the Credit Union with proof of that coverage. You agree to name the credit Union as loss payee. If you fail to pay any liens, buy or maintain insurance, or make repairs to the collateral, the Credit Union may do so. You agree the Credit Union may add any insurance or maintenance costs to the amount you owe under this Agreement and may adjust your monthly payments to pay the loan over the payment schedule. The Credit Union may also purchase any vendor=s single interest insurance and add the premium amount to the loan to protect its interest in the loan. The insurance purchased by the Credit Union will cover only the Credit Union=s interest in the collateral and will not be liability insurance. The added amounts then will bear interest at the rate charged under this Agreement. This security provision also secures those amounts. You understand that all benefits paid by insurance that you or the Credit Union purchases and any insurance refunds or rebates will be applied first to pay the loan balance.

WARNING - UNLESS YOU PROVIDE US WITH EVIDENCE OF THE INSURANCE COVERAGE AS REQUIRED BY OUR LOAN AGREEMENT, WE MAY PURCHASE INSURANCE AT YOUR EXPENSE TO PROTECT OUR INTEREST. THIS INSURANCE MAY, BUT NEED NOT, ALSO PROTECT YOUR INTEREST. IF THE COLLATERAL BECOMES DAMAGED, THE COVERAGE WE PURCHASE MAY NOT PAY ANY CLAIM YOU MAKE OR ANY CLAIM MADE AGAINST YOU. YOU MAY LATER CANCEL THIS COVERAGE BY PROVIDING EVIDENCE THAT YOU HAVE OBTAINED PROPER COVERAGE ELSEWHERE. YOU ARE RESPONSIBLE FOR THE COST OF ANY INSURANCE PURCHASED BY US. THE COST OF THIS INSURANCE MAY BE ADDED TO YOUR LOAN BALANCE. IF THE COST IS ADDED TO THE LOAN BALANCE, THE INTEREST RATE ON THE UNDERLYING LOAN WILL APPLY TO THIS ADDED AMOUNT. THE EFFECTIVE DATE OF COVERAGE MAY BE THE DATE YOUR PRIOR COVERAGE LAPSED OR THE DATE YOU FAILED TO PROVIDE PROOF OF COVERAGE. THE COVERAGE WE PURCHASE MAY BE CONSIDERABLY MORE EXPENSIVE THAN INSURANCE YOU CAN OBTAIN ON YOUR OWN AND MAY NOT SATISFY ANY NEED FOR PROPERTY DAMAGE COVERAGE OR ANY MANDATORY LIABILITY INSURANCE REQUIREMENTS IN WASHINGTON.

- d) **Sale of Collateral Upon Default.** You may keep and use the collateral while this Agreement is not in default. If you are in default, the Credit Union will have all of the rights of a secured party under the Uniform Commercial Code of the state in which the Credit Union is located, in addition to any other rights the Credit Union may have. Upon request, you agree to assemble the collateral and any necessary documents and make them available to the Credit Union at a place designated by the Credit Union. You authorize the Credit Union to take possession of the collateral peaceably, with or without legal process, and sell it. Unless prohibited by applicable law, the Credit Union may recover a judgment against you for any deficiency before or after proceeding against the Collateral or any guarantor. The Credit Union will apply the "Net Proceeds" of any sale to reduce the amount you owe. "Net Proceeds" means the sale price less the expenses of repossession, selling, attorney fees, and other expenses allowed by applicable law. If you are entitled to any notice required by applicable law, you agree that 10 calendar days prior notice is enough. Unless you ask the Credit Union in writing to give you notice at a different address, that notice sent to you at your address of record will be sufficient.

- e) **Additional Documents and Power of Attorney.** You agree to sign any other documents, such as financing statements, applications for certificates of title, and certificates of title, to perfect the Credit Union's security interest and those documents are made a part and are integrated with this Agreement. To expedite the release or transfer of your interest in any motor vehicle(s) in which you have granted the Credit Union a security interest and to which the Credit Union holds the certificate(s) of title, you hereby agree to give the Credit Union an irrevocable power of attorney to sign your name to such certificate(s) and to apply in your name for the issuance of a certificate or title to any motor vehicle you have given as collateral. To the extent permitted by applicable law, you agree the Credit Union is authorized to sign any other documents (such as financing statements and certificates of title) to perfect the Credit Union's security interest, file a copy of this Agreement as a financing statement, and endorse any check payable to you, if you refuse, and you waive protest of such actions.
9. **Amendments.** To the extent permitted by applicable law, you agree the Credit Union may amend the terms of this Agreement from time to time. The Credit Union will notify you of any changes as required by law. Any notice of change in terms required by law will be sent to your address of record. You agree to inform the Credit Union in writing of your current address at all times. The Credit Union will consider this address your address of record. Notices will be mailed to you at the most recent address you have provided the Credit Union in writing. To the extent permitted by law, you agree that notice to any one borrower will be considered as giving notice to all borrowers.
10. **Applicable Law.** You agree this Agreement will be governed by and interpreted in accordance with the laws of Washington. If any provision of this Agreement is invalid, the rest of the provisions shall remain valid. If a lawsuit is commenced, you agree to submit to jurisdiction of the courts in the county where you reside.

YOUR BILLING RIGHTS
KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us In Case of Errors or Questions About Your Statement. If you think your statement is wrong, or if you need more information about a transaction on your statement, write us on a separate sheet at the address listed on your statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- a) Your name and account number.
- b) The dollar amount of the suspected error.
- c) Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your statement automatically from your savings or share draft account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice. We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the statement was incorrect.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to send statements you for the amount you question, including finance charges, and we can apply an unpaid

amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your statement that are not in question.

If we find that we made a mistake on your statement, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your statement. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your statement was correct.

LOAN RATE SCHEDULE

This Loan Rate Schedule is part of and incorporated in Section 4, **FINANCE CHARGE** of this Agreement. The Credit Union offers various rates (fixed and variable) for certain loan subaccounts shown below. The Periodic Rate and **ANNUAL PERCENTAGE RATE** that will apply to your account will be based on your credit history. Your rate, payment schedule, amount and due date of payments will be shown on the Advance Voucher provided at account opening.

In the event you default in your Agreement with the Credit Union, the **ANNUAL PERCENTAGE RATE** may increase to 18% and will affect the number of payments you will make.

<u>Type of Loan Subaccount</u>	<u>Repayment Period (Est.)</u>	<u>Margin</u>	<u>Periodic Rate</u>	<u>ANNUAL PERCENTAGE RATE</u>
Fixed Rate Collateralized	Up to 73 months		.012301% - .049315%	4.49% - 18.00%
Secured (1 yr. adjustable rate)	Up to 73 months	2.24%- 17.50%	.010931% - .049315%	3.99% - 18.00%

This is a variable rate loan based on an index. The index is the weekly average yield on U.S. Treasury securities adjusted to a constant maturity of one year, rounded up to the nearest .25%, as published in The Wall Street Journal the third week of the month preceding the beginning of the calendar quarter. The **ANNUAL PERCENTAGE RATE** will adjust annually on the first day of the quarter (January, April, July, October) immediately following the anniversary date of the loan to the above-stated index plus the margin established on the loan origination date. An increase/decrease in the **ANNUAL PERCENTAGE RATE** will affect the number of payments you make.

Share/Term Share Secured Account	144 months	3.00%	varies per account	varies per account
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This is a variable rate account. The **ANNUAL PERCENTAGE RATE** may increase/decrease during the term of this transaction if the dividend rate being paid on the share or term share account which secures this loan is changed. Any change will take effect at the date the new dividend rate is paid. Your rate will change on the first day of each month. The interest rate on this loan is figured by taking the share or term share rate and adding 3%, then rounding up to the nearest .25%. There are no maximum or minimum limitations on the amount or frequency of the rate change. Any increase/decrease in the **ANNUAL PERCENTAGE RATE** will affect the number of payments you will make.

<u>Type of Loan Subaccount</u>	<u>Repayment Period (Est.)</u>	<u>Margin</u>	<u>Periodic Rate</u>	<u>ANNUAL PERCENTAGE RATE</u>
Personal Line of Credit	48 months	6.24% - 17.00%	.019836% - .049315%	7.24% - 18.00%

This is a variable rate account based on an index. The index is the average of the 11th District Federal Home Loan Bank Cost of Funds Index and the London Interbank Offered Rate as published in The Wall Street Journal five business days prior to the change date, rounded up to the nearest .25%. Your rate will change on the first day of each quarter (January, April, July, October) if your loan is not a Line of Credit. If your loan is a Line of Credit your rate will change on your cycle date the first month of the quarter. The maximum **ANNUAL PERCENTAGE RATE** will never exceed the rate permitted by Federal Law. The minimum **ANNUAL PERCENTAGE RATE** is 7.24%. An increase/decrease in the **ANNUAL PERCENTAGE RATE** will affect the number of payments you will make.

Signature	36 months	6.24% - 17.00%	.019836% - .049315%	7.24% - 18.00%
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This is a variable rate account based on an index. The index is the average of the 11th District Federal Home Loan Bank Cost of Funds Index and the London Interbank Offered Rate as published in The Wall Street Journal five business days prior to the change date, rounded up to the nearest .25%. Your rate will change on the first day of each quarter (January, April, July, October) if your loan is not a Line of Credit. If your loan is a Line of Credit your rate will change on your cycle date the first month of the quarter. The maximum **ANNUAL PERCENTAGE RATE** will never exceed the rate permitted by Federal Law. The minimum **ANNUAL PERCENTAGE RATE** is 7.24%. An increase/decrease in the **ANNUAL PERCENTAGE RATE** will affect the number of payments you will make.

Secured (5 yr adjustable rate)	180 months	3.74% - 17.50%	.011616% - .049315%	4.24% - 18.00%
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This is a variable rate account based on an index. The index is the weekly average yield on U.S. Treasury securities adjusted to a constant maturity of one year, rounded up to the nearest .25%, as published in The Wall Street Journal the third week of the month. To find the "Current Index" go back to the calendar month which is 30 days before the Change Date, which is the 61st payment and every five years thereafter. The Current Index will be the last available published rate in the calendar month which immediately precedes that month. To this index a margin will be added, the sum of these two numbers will be your **ANNUAL PERCENTAGE RATE**. This margin will remain the same until the subaccount balance is zero (0) or is refinanced and will be based on your credit history. The maximum **ANNUAL PERCENTAGE RATE** will never exceed the rate permitted by Federal Law. An increase/decrease in the **ANNUAL PERCENTAGE RATE** will affect the number of payments you will make.

Rates are current as of 09/24/09.