



Security Agreement

NAME AND ADDRESS		DATE	LOAN NUMBER	MATURITY DATE
SECURITY OFFERED		CONSUMERS' CLAIMS AND DEFENSES -- IF CHECKED, SEE PARAGRAPH 6 FOR NOTICE		
PROPERTY/MODEL	YEAR	I.D. NUMBER	VALUE	LIEN AMOUNT
			\$	\$
			\$	\$
			\$	\$
			\$	\$
OTHER (DESCRIBE):				
PLEDGE OF SHARES AND/OR DEPOSITS \$	ACCOUNT NUMBER	PLEDGE OF SHARES AND/OR DEPOSITS \$	ACCOUNT NUMBER	

In this agreement all references to "credit union," "we," "our" or "us" mean the credit union whose name appears on this agreement and anyone to whom the credit union assigns or transfers this agreement. All references to the "Loan" mean the Loan with the loan number specified above. All references to "you," "your" or "borrower" mean each person who signs this agreement. All references to "borrower" mean anyone who is an owner of the collateral or who has signed the agreement for the Loan. This is a multi-state document which may be used to lend to borrowers in all states except Louisiana.

1. THE SECURITY FOR THE LOAN -- By signing this security agreement in the signature area or under the statement referring to this agreement which is on the back of the check you receive for the Loan, you give us what is known as a security interest in the property described in the "Security Offered" section above. 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 or 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. It also secures any other loans, including any credit card loan, you have now or receive in the future and any other amounts you owe us for any reason now or in the future, except any loan secured by your principal residence. If the property is household goods as defined by the Federal Trade Commission Credit Practices Rule, the property will secure only this Loan and not other amounts you owe.

3. OWNERSHIP OF THE PROPERTY -- You promise that you own the property you give as security 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. If asked to do so, you promise to sign a financing statement. You promise to do whatever else

we think is necessary to protect our security interest in the property. You 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 to retitle property in another state without telling us.

6. CONSUMERS' CLAIMS AND DEFENSES NOTICE -- *The following paragraph applies only when the box above is checked.*

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.

7. PROPERTY INSURANCE, TAXES AND FEES -- You must maintain property insurance on all property that you give as security for the Loan. You may purchase the property insurance from anyone you choose who is acceptable to the Credit Union. 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. You also promise to pay all taxes and fees (like registration fees) due on the property.

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 approximate term of the Loan.

8. 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.**

9. DEFAULT -- Wisconsin Borrowers Only. You will be in default if breaking any promise you make under this agreement materially impairs the condition, value, or protection of or our rights in the property you gave as security. You will also be in default under this agreement if the Loan is in default.

All other Borrowers. You will be in default if you break any promise you make under this agreement. You will also be in default 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.

10. WHAT HAPPENS IF YOU ARE IN DEFAULT -- Wisconsin Borrowers Only. When you are in default and after expiration of any right you have under applicable state law to cure your default, we may require immediate payment of your outstanding loan balance and seek possession of the property. You may voluntarily give the property to us if you choose, or we may seek to take possession of the property by judicial process, or any other method authorized by applicable law. If the property is repossessed by the credit union, you agree to pay reasonable expenses incurred in disposing of the property. If the property is a motor vehicle, mobile home, trailer, snowmobile, boat or aircraft, you will also be required to pay any costs permitted by Section 422.413 of the Wisconsin Statutes, or as authorized by applicable law.

You must pay any amount that remains unpaid after the sale money has been applied to what you owe under the Plan. You agree to pay interest on any unpaid amount at the same rate as the advance, or, if applicable, at the default rate disclosed on the Addendum, until that amount is paid.

If the property is located outside Wisconsin at the time of default, we may take possession of the property without judicial process, if permitted by the state where the property is located.

The following paragraph applies to borrowers in Colorado, District of Columbia, Iowa, Kansas, Maine, Massachusetts, Missouri, Nebraska, West Virginia and state chartered credit unions lending to South Carolina borrowers. When you are in default and after expiration of any right you have under applicable state law to cure your default, we can demand

immediate payment of the entire unpaid balance without giving you advance notice.

The following paragraph applies to borrowers in all other states and federally chartered credit unions lending to South Carolina borrowers. When you are in default, we can require immediate payment (acceleration) of the entire unpaid balance and take possession of the property. You waive any right you have to demand for payment, notice of intent to accelerate and notice of acceleration.

The following paragraphs apply to all borrowers except Wisconsin borrowers. You agree the Credit Union has the right to take possession of the property given as security for the loan, 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 Advance, you must pay any amount that remains unpaid after the sale money has been applied to the unpaid balance and to what you owe under this agreement. You agree to pay interest on that amount at the same rate as the Loan, or, if applicable at the default rate disclosed on the Loan documents, until that amount has been paid.

11. 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 continue to protect us.

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

13. NOTICE TO NORTH DAKOTA BORROWERS PURCHASING A MOTOR VEHICLE -- THE MOTOR VEHICLE IN THIS TRANSACTION MAY BE SUBJECT TO REPOSSESSION. IF IT IS REPOSSESSED AND SOLD TO SOMEONE ELSE, AND ALL AMOUNTS DUE TO THE SECURED PARTY ARE NOT RECEIVED IN THAT SALE, YOU MAY HAVE TO PAY THE DIFFERENCE.

14. NOTICE FOR ARIZONA OWNERS OF PROPERTY -- It is unlawful for you to fail to return a motor vehicle that is subject to a security interest, within thirty days after you have received notice of default. The notice will be mailed to the address you gave us. It is your responsibility to notify us if your address changes. The maximum penalty for unlawful failure to return a motor vehicle is one year in prison and/or a fine of \$150,000.

SIGNATURES

THE TERMS OF THE SECURITY AGREEMENT ARE CONTAINED ABOVE. BY SIGNING BELOW OR BY SIGNING UNDER THE STATEMENT ON THE LOAN CHECK, YOU AGREE TO MAKE AND BE BOUND BY THE PROMISES IN THE SECURITY AGREEMENT.

X (SEAL)
SIGNATURE DATE

X (SEAL)
SIGNATURE DATE

X (SEAL)
SIGNATURE DATE

X (SEAL)
WITNESS SIGNATURE DATE