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Retail Installment Contract and Security Agreement-IA NOT FOR HOME IMPROVEMENT OR MANUFACTURED HOMES ©2017 The Reynolds and Reynolds Company THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

Liability insurance coverage for bodily injury and property damage caused to others is NOT included in this Contract unless specifically indicated.

SALE: You agree to purchase from us, on a time basis, subject to the terms and conditions of this contract and security agreement (Contract), the goods (Goods) and services described below. The Goods are sold in their present condition, together with the usual accessories and attachments.

Description of Goods or Services Purchased

Serial or Unit No. Motor or Cabinet No.

Price of Each Unit

Description of Other Collateral (Not household goods)

SECURITY: To secure your payment and performance under the terms of this Contract, you give us a security interest in the Goods purchased and any other collateral described above, and all accessions, attachments, accessories, and equipment placed in or on the Goods or other collateral, together called Property, and proceeds of the Property. You also assign to us and give us a security interest in proceeds and premium refunds of any insurance and service contracts purchased with this Contract.

PROMISE TO PAY AND PAYMENT TERMS: You promise to pay us the principal amount of \$ _______, plus finance charges accruing on the unpaid balance at the rate of ________ % per year from _______ until paid in full. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the TRUTH IN LENDING DISCLOSURE. You also agree to pay any additional amounts according to the terms and conditions of this Contract.

☐ **MINIMUM FINANCE CHARGE:** You agree to pay a minimum finance charge of \$ ______ if you pay this Contract in full before we have earned that much in finance charges.

DOWN PAYMENT: You also agree to pay, or apply to the Cash Price, on or before today's date, any cash, rebate and net trade-in value described in the ITEMIZATION OF AMOUNT FINANCED.

□ You agree to make deferred payments as part of the cash down payment as reflected in your Payment Schedule.

PREPAYMENT: You may prepay this Contract in full or in part at any time. Any partial prepayment will not excuse any later scheduled payments until you pay in full.

A refund of any prepaid, unearned insurance premiums may be obtained from us or from the insurance company named in your policy or certificate of insurance.

GENERAL TERMS: You have been given the opportunity to purchase the Goods and described services for the Cash Price or the Total Sale Price. The Total Sale Price is the total price of the Goods and any services if you buy them over time. You agreed to purchase the items over time. The Total Sale Price shown in the TRUTH IN LENDING DISCLOSURE assumes that all payments will be made as scheduled. Each payment will be first applied to interest accrued up to the time the payment is actually made, then to principal. The actual amount you will pay may be more or less depending on your payment record.

We do not intend to charge or collect, and you do not agree to pay, any finance charge or fee, that is more than the maximum amount permitted for this sale by state or federal law. If you pay a finance charge or fee that is contrary to this provision, we will, instead, apply it first to reduce the principal balance, and when the principal has been paid in full, refund it to you.

You understand and agree that some payments to third parties as a part of this Contract may involve money retained by us or paid back to us as commissions or other remuneration.

You agree this Contract will be governed by the law of the State of Iowa including the Uniform Commercial Code. If any section or provision of this Contract is not enforceable, the other terms will remain part of this Contract.

TELEPHONE MONITORING AND CALLING: You agree that we may from time to time monitor and record telephone calls made or received by us or our agents regarding your account to assure the quality of our service. In order for us to service the account or to collect any amounts you may owe, and subject to applicable law, you agree that we may from time to time make calls and send text messages to you using prerecorded/artificial voice messages or through the use of an automatic dialing device at any telephone number you provide to us in connection with your account, including a mobile telephone number that could result in charges to you.

BALLOON PAYMENT: If any scheduled payment is more than twice as large as the average of earlier scheduled payments, you may refinance that payment when due. You may do so on terms as favorable as the terms originally agreed to in this Contract, if you meet our normal credit standards. This right does not apply if your payment schedule is adjusted for seasonal or irregular income.

RETURNED PAYMENT CHARGE: If you make a payment by check, draft or order that is dishonored, you agree to pay a surcharge of \$30, as allowed by law.

OWNERSHIP AND DUTIES TOWARD PROPERTY: By giving us a security interest in the Property, you represent and agree to the following:

- A. Our security interest will not extend to consumer goods unless you acquire rights to them within 10 days after we enter into this Contract, or they are installed in or affixed to the Goods.
- B. You will defend our interests in the Property against claims made by anyone else. You will do whatever is necessary to keep our claim to the Property ahead of the claim of anyone else.
- C. The security interest you are giving us in the Property comes ahead of the claim of any other of your general or secured creditors. You agree to sign any additional documents or provide us with any additional information we may require to keep our claim to the Property ahead of the claim of anyone else. You will not do anything to change our interest in the Property.
- D. You will keep the Property in your possession in good condition and repair. You will use the Property for its intended and lawful purposes. Unless otherwise agreed in writing, the Property will be located at your address listed on page 1 of this Contract.
- E. You will not attempt to sell the Property (unless it is properly identified inventory) or otherwise transfer any rights in the Property to anyone else, without our prior written consent. You will not permit the Property to become attached to any real estate without first providing us an opportunity to preserve our first priority status.
- F. You will pay all taxes and assessments on the Property as they become due.
- G. You will notify us of any loss or damage to the Property. You will provide us reasonable access to the Property for the purpose of inspection. Our entry and inspection must be accomplished lawfully, and without breaching the peace.

DEFAULT: You will be in default on this Contract if:

- A. You fail to make a payment in full within ten days after it is due; or
- B. You fail to observe any covenant of this Contract, the breach of which materially impairs the condition, value or protection of or our rights in any collateral securing this Contract, or materially impairs your prospect of paying amounts due under this Contract.

If you default, you agree to pay the costs we incur to realize upon any Property and to collect amounts owing, including, without limitation, fees for repossession, repair, storage and sale of the Property securing this Contract. To the extent permitted by the United States Bankruptcy Code, you agree to pay the reasonable attorneys' fees we incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

If an event of default occurs as to any one of you, we may exercise our remedies against any or all of you.

REMEDIES: If this is a consumer credit transaction and you are in default on this Contract, we must provide you with a written notice of your default and your right to cure before we may exercise the remedies described below. You have 20 days after we mail this notice (or 20 days after actual delivery if we use a means other than first class mail) in which to cure the default. We may exercise our remedies only if you fail to cure your default within the time allowed after the notice.

No notice of default and right to cure is necessary, and we may immediately exercise our remedies if you have previously defaulted one or more times within the previous 365 days and have been given a notice of default and right to cure with respect to such default, or you have voluntarily surrendered possession of the collateral and we have accepted it in full satisfaction of this Contract. Further, this notice may not be required prior to our filing a petition to enforce this obligation by attachment of your Property.

If you are in default on this Contract, we have all of the remedies provided by law and this Contract:

- A. We may accelerate the due date of this Contract, making all unpaid principal, accrued interest, and all other agreed charges immediately due.
- B. We may pay taxes, assessments, or other liens or make repairs to the Property if you have not done so. We are not required to do so. Any amount we pay will be added to the amount you owe us and will be due immediately. This amount will earn finance charges from the date paid at the rate described in the PROMISE TO PAY AND PAYMENT TERMS section until paid in full.
- C. We may require you to make the Property available to us at a place we designate that is reasonably convenient to you and us.
- D. We may immediately take possession of the Property by legal process or self-help, but in doing so we may not breach the peace or unlawfully enter onto your premises. We may then sell the Property and apply what we receive as provided by law to our reasonable expenses and then toward your obligations.
- E. Except when prohibited by law, we may sue you for additional amounts if the proceeds of a sale do not pay all of the amounts you owe us.

By choosing any one or more of these remedies, we do not waive our right to later use another remedy. By deciding not to use any remedy, we do not give up our right to consider the event a default if it happens again.

You agree that if any notice is required to be given to you of an intended sale or transfer of the Property, notice is reasonable if mailed to your last known address, as reflected in our records, at least 10 days before the date of the intended sale or transfer (or such other period of time as is required by law).

You agree that, subject to your right to recover such property, we may take possession of personal property left in or on the Property securing this Contract and taken into possession as provided above. **INSURANCE:** You agree to buy property insurance on the Property protecting against loss and physical damage and subject to a maximum deductible amount indicated in the PROPERTY INSURANCE section, or as we will otherwise require. You will name us as loss payee on any such policy. In the event of loss or damage to the Property, we may require additional security or assurances of payment before we allow insurance proceeds to be used to repair or replace the Property. You agree that if the insurance proceeds do not cover the amounts you still owe us, you will pay the difference. You may purchase or provide the insurance through any insurance in full force and effect until this Contract is paid in full.

If you fail to obtain or maintain this insurance, or name us as a loss payee, we may (but in no event are required to) obtain insurance to protect our interest in the Property. This insurance may include coverages not required of you. This insurance may be written by a company other than one you would choose. It may be written at a rate higher than a rate you could obtain if you purchased the property insurance required by this Contract. We will add the premium for this insurance to the amount you owe us. Any amount we pay will be due immediately. This amount will earn finance charges from the date paid at the rate described in the PROMISE TO PAY AND PAYMENT TERMS section until paid in full.

OBLIGATIONS INDEPENDENT: Each person who signs this Contract agrees to pay this Contract according to its terms. This means the following:

- A. You must pay this Contract even if someone else has also signed it.
- B. We may release any co-buyer or guarantor and you will still be obligated to pay this Contract.
- C. We may release any security and you will still be obligated to pay this Contract.
- D. If we give up any of our rights, it will not affect your duty to pay this Contract.
- E. If we extend new credit or renew this Contract, it will not affect your duty to pay this Contract.

WARRANTY: Warranty information is provided to you separately.

WAIVER: You waive (to the extent permitted by law) demand, presentment, notice of acceleration, notice of intention to accelerate, protest, notice of dishonor and notice of protest. This means you give up the right to require us to demand payments of the amount due, to give notice that amounts due have not been paid or to give notice that we are making this Contract immediately due. You also waive any defenses based on suretyship or impairment of collateral under Iowa Code § 554.3605.

THIRD PARTY AGREEMENT

(This section applies ONLY to a person who will have an ownership interest in the Property but is NOT a Buyer obligated to pay this Contract ("Third Party Owner").)

By signing below you agree to give us a security interest in the Property described in the SALE section. You also agree to the terms of this Contract, including the WAIVER section above, except that you will not be liable for the payments it requires. Your interest in the Property may be used to satisfy the Buyer's obligation. You agree that we may renew, extend, change this Contract, or release any party or property without releasing you from this Contract. We may take these steps without notice or demand upon you.

You acknowledge receipt of a completed copy of this Contract.

Signature of Third Party Owner (NOT the Buyer)

Date

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.

□ ELECTRONIC SIGNATURE ACKNOWLEDGMENT: You agree that (i) you viewed and read this entire Contract before signing it, (ii) you signed this Contract with one or more electronic signatures, (iii) you intend to enter into this Contract and your electronic signature has the same effect as your written ink signature, (iv) you received a paper copy of this Contract after it was signed, and (v) the authoritative copy of this Contract shall reside in a document management system held by Seller in the ordinary course of business. You understand that Seller may transfer this Contract to another company in the electronic form or as a paper version of that electronic form or as a paper version of that electronic form or as a paper version of that electronic form or as a paper version of that electronic form or as a paper version of that electronic form or as a paper version of that electronic form or as a paper version of that electronic form or as a paper version of that electronic form or as a paper version of that electronic form or as a paper version of that electronic form or as a paper version of that electronic form or as a paper version of that electronic form or as a paper version of that electronic form or as a paper version of that electronic form or as a paper version of the electronic form or as a paper version of the electronic form or as a paper version of the electronic form or as a paper version of the electronic form or as a paper version of the electronic form or as a paper version of the electronic form or as a paper version of the electronic form or as a paper version of the electronic form or as a paper version of the electronic form or as a paper version of the electronic form or as a paper version of the electronic form or as a paper version of the electronic form or as a paper version of the form or as a paper version of the contract copy that you received.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this Contract and retain its right to receive a part of the Finance Charge.

NOTICE TO CONSUMER

1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law. 4. If you prepay the unpaid balance, you may have to pay a minimum charge not greater than seven dollars and fifty cents.

BY SIGNING BELOW BUYER AGREES TO THE TERMS ON PAGES 1 THROUGH 4 OF THIS CONTRACT AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

Buyer:

| Signature | Date |
|------------|------|
| Signature | Date |
| Signature | Date |
| Signature | Date |
| Seller: By | |

| ASSIGNMENT: | This | Contract | and | Security | Agreement | is |
|-------------|------|----------|-----|----------|-----------|----|
| assigned to | | | | | | |
| (address) | | | | | | |

the Assignee, phone _

is made under the terms of a separate agreement made between the Seller and Assignee.

. This assignment

NORTH SHORE BANK

RETAIL LOANS REQUEST FOR INSURANCE

| D | EALERSHIP INFORMATION | | | |
|---|---|-----------------------------------|--|--|
| DEALER NAME | CONTACT N | AME | | |
| TELEPHONE | | | | |
| TELEPHONE | COLLATERAL DESCRIPTION | FAX | | |
| | COLLATERAL DESCRIPTION | | | |
| VEHICLE IDENTIFICATION NUMBER | YEAR MAKE AND M | MODEL | | |
| | | | | |
| BORROWER NAME | BORROWER INFORMATION | | | |
| BORROWER NAME | | | | |
| ADDRESS | CITY | STATE ZIP | | |
| | COVERAGE INFORMATION | | | |
| COVERAGE PHYSICAL DAMAGE DEDUCTIBLE | | MAXIMUM UP TO \$500 DEDUCTIBLE | | |
| 11 | NSURANCE INFORMATION | | | |
| APPROVAL NUMBER | | | | |
| AGENCY | AGENT | BUSINESS TELEPHONE | | |
| ADDRESS | CITY | STATE ZIP | | |
| INSURANCE COMPANY | POLICY NUMBER | INSURED NAME (IF DIFFERENT) | | |
| I agree to maintain full insurance on the al to North Shore Ba | bove referenced unit at all times a nk, PO Box 390472, Minneapolis | | | |
| Signature | | Date | | |
| LOAN # | | | | |

FOR BANK USE ONLY