

Dealer Name	<input type="text"/>	Phone	<input type="text"/>
Street Address	<input type="text"/>	Fax	<input type="text"/>
City, State, Zip	<input type="text"/>	Contact	<input type="text"/>

Customer Name	<input type="text"/>	
Second Customer Name	<input type="text"/>	
Customer Street Address	<input type="text"/>	
City, State, Zip	<input type="text"/>	

Unit Sold (Year Make Model)	<input type="text"/>	VIN	<input type="text"/>
Motor (Year Make Model)	<input type="text"/>	VIN	<input type="text"/>
Trailer (Year Make Model)	<input type="text"/>	VIN	<input type="text"/>
Other Collateral (Yr Mk Md)	<input type="text"/>	VIN	<input type="text"/>

Rate	<input type="text"/>	Term	<input type="text"/>	Contract Date	<input type="text"/>
First Payment Date	<input type="text"/>	Cash Price	<input type="text"/>	Cash Down	<input type="text"/>
Rebate	<input type="text"/>	Trade Allowance	<input type="text"/>		
Trade Payoff	<input type="text"/>	Trade Lienholder	<input type="text"/>		
Total Tax	<input type="text"/>	Total Fees	<input type="text"/>		

Credit Life Amount	<input type="text"/>	CL Term	<input type="text"/>	Single	Joint
Credit Disability Amount	<input type="text"/>	CL Dis Term	<input type="text"/>	Single	Joint
Gap Amount	<input type="text"/>	Gap Term	<input type="text"/>		
Service Contract Amount	<input type="text"/>	Service Con. Term	<input type="text"/>		
Service Contract Company	<input type="text"/>				
Other Warranty Amount	<input type="text"/>	Other Warranty Term	<input type="text"/>		
Other Warranty Company	<input type="text"/>				
Other Amount Financed	<input type="text"/>	Paid to Who	<input type="text"/>		
Other Amount Financed	<input type="text"/>	Paid to Who	<input type="text"/>		
Other Amount Financed	<input type="text"/>	Paid to Who	<input type="text"/>		
Other Amount Financed	<input type="text"/>	Paid to Who	<input type="text"/>		
Other Amount Financed	<input type="text"/>	Paid to Who	<input type="text"/>		
Other Amount Financed	<input type="text"/>	Paid to Who	<input type="text"/>		
Other Amount Financed	<input type="text"/>	Paid to Who	<input type="text"/>		

Insurance Agency	<input type="text"/>	Agent	<input type="text"/>	Phone	<input type="text"/>
Insurance Co.	<input type="text"/>	Policy #	<input type="text"/>		

RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT No. Date	Seller	Buyer
	"We," "us," and "our" mean the Seller above, its successors and assigns.	"You" and "your" mean each Buyer above, and guarantor, jointly and individually.

TRUTH IN LENDING DISCLOSURE

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 when you have made all scheduled payments. \$	TOTAL SALE PRICE The total cost of your purchase on credit, including your down payment of \$ _____ \$
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Payment Schedule: Your payment schedule will be

Number of Payments	Amount of Payments	When Payments Are Due

Security: You are giving a security interest in (description of other property)
 the Goods purchased.

Late Charge: If all or any portion of a payment is not paid within 10 days of its due date, you will be charged a late charge of 5% of the unpaid amount of the payment due.

Prepayment: If you pay off this Contract early, you may will not have to pay a Minimum Finance Charge.
 If you pay off this Contract early, you will not be entitled to a refund of part of the Additional Finance Charge.

Contract Provisions: You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

CREDIT INSURANCE: Credit life, credit disability (accident and health), and any other insurance coverage quoted below, are not required to obtain credit and we will not provide them unless you sign and agree to pay the additional cost. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below ONLY the coverages you have chosen to purchase.

Credit Life: Insured _____
 Single Joint Cost \$ _____ Term _____

Credit Disability: Insured _____
 Single Joint Cost \$ _____ Term _____

Your signature below means you want (only) the insurance coverage(s) quoted above. If none are quoted, you have declined any coverages we offered.

 Buyer d/o/b Buyer d/o/b

 Buyer d/o/b Buyer d/o/b

ADDITIONAL PROTECTIONS: You may buy any of the following voluntary protection plans. They are not required to obtain credit, are not a factor in the credit decision, and are not a factor in the terms of the credit or the related sale of the Property. The voluntary protections will not be provided unless you sign and agree to pay the additional cost.

Your signature below means that you want the described item and that you have received and reviewed a copy of the contract(s) for the product(s). If no coverage or charge is given for an item, you have declined any such coverage we offered.

Service Contract
 Term _____
 Price \$ _____
 Coverage _____

Gap Waiver or Gap Coverage
 Term _____
 Price \$ _____
 Coverage _____

 Term _____
 Price \$ _____
 Coverage _____

 By Date

 By Date

 By Date

[This area intentionally left blank.]

PROPERTY INSURANCE: You must insure the Property securing this Contract. You may purchase or provide the insurance through any insurance company reasonably acceptable to us. The collision coverage deductible may not exceed \$ _____. If you get insurance from or through us you will pay \$ _____ for _____ of coverage.

This premium is calculated as follows:

- Fire-Theft and Combined Additional Cov. \$ _____
- _____ \$ _____
- _____ \$ _____
- You We will be responsible for procuring any property insurance included in this Contract.

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

SINGLE-INTEREST INSURANCE: You must purchase single-interest insurance as part of this sale transaction. You may purchase the coverage from a company of your choice, reasonably acceptable to us. If you buy the coverage from or through us, you will pay \$ _____ for _____ of coverage.

ITEMIZATION OF AMOUNT FINANCED

Goods and/or Services Price \$ _____
 (including sales tax of \$ _____)
 Service Contract, Paid to: _____ \$ _____
 Amount to Finance line e. (if e. is negative) \$ _____
Cash Price \$ _____

Manufacturer's Rebate \$ _____
 Cash Down Payment \$ _____
 Deferred Down Payment \$ _____
 a. Total Cash/Rebate Down \$ _____
 b. Trade-In Allowance \$ _____
 c. Less: Amount owing \$ _____
 Paid to: _____
 d. Net Trade-In (b. minus c.) \$ _____
 e. Net Cash/Trade-In (a. plus d.) \$ _____

Down Payment (e.; disclose as \$0 if negative) \$ _____
Unpaid Balance of Cash Price \$ _____
 Paid to Public Officials - Filing Fees \$ _____
 Insurance premiums paid to insurance company(ies) \$ _____
 Additional Finance Charge(s) Paid To Seller \$ _____
 To: _____ \$ _____
 To: _____ \$ _____
 To: _____ \$ _____
 To: _____ \$ _____
 To: _____ \$ _____
 To: _____ \$ _____
 To: _____ \$ _____
 To: _____ \$ _____
 To: _____ \$ _____
 To: _____ \$ _____
Total Other Charges/Amounts Pd. to Others \$ _____
Less: Prepaid Finance Charges \$ _____
Amount Financed \$ _____

We may retain or receive a portion of any amounts paid to others.

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 today's date 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.

ADDITIONAL FINANCE CHARGE: You agree to pay an additional, nonrefundable finance charge of \$ _____ that will be paid in cash. added to the Cash Price. paid proportionally with each payment.

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. 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.

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.

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

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. You will pay all taxes and assessments on the Property as they become due.
- F. 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.

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.

DEFAULT: You will be in default on this Contract if any one of the following occurs (except as prohibited by law):

- A. You fail to perform any obligation that you have undertaken in this Contract.
- B. You fail to make a payment on this Contract in full when due.

If you default, you agree to pay our costs for collecting amounts owing, including, without limitation, court costs, attorneys' fees, and fees for repossession, repair, storage and sale of the Property securing this Contract.

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

- A. We may require you to immediately pay us, subject to any refund required by law, the remaining unpaid balance of the amount financed, finance charges and all other agreed charges.

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. This amount 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 company reasonably acceptable to us. You will keep the 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 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 post-maturity rate described in the PROMISE TO PAY AND PAYMENT TERMS section until paid in full.

Creditor-Placed Insurance Notice: You are giving us a security interest in the Property described in the Security Agreement section. You are required to maintain insurance on the Property to protect our interest until all debts secured by this Contract are paid. If you fail to provide evidence of insurance on the Property to us, we may place insurance on the Property and you will be responsible to pay for the costs of that creditor-placed insurance after we give you notice and wait any time period required by law.

The method of billing for creditor-placed insurance charges may create a balloon payment or extend the maturity date of the debts secured by this Contract, if you and we agree to do so when the charge is added to what you owe us under this Contract.

GAP WAIVER OR GAP COVERAGE: In the event of theft or damage to the Property that results in a total loss, there may be a gap between the amount due under the terms of the Contract and the proceeds of your insurance settlement and deductibles. You are liable for this difference. You have the option of purchasing Gap Waiver or Gap Coverage to cover the gap liability, subject to any conditions and exclusions in the Gap Waiver or Gap Coverage agreements.

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.

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, 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 which would then become the authoritative copy. Seller or that other company may enforce this Contract in the electronic form or as a paper version of that electronic form. You may enforce the 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 the buyer: Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to a copy of the contract you sign. You are entitled to a partial return of the finance charge if you prepay the balance.

BUYER ACKNOWLEDGES DELIVERY OF A COPY OF THIS RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT.

X _____ X _____

X _____ X _____

BY SIGNING BELOW BUYER AGREES TO THE TERMS ON PAGES 1 THROUGH 4 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 _____. This assignment is made under the terms of a separate agreement made between the Seller and Assignee.



NORTH SHORE BANK

RETAIL LOANS REQUEST FOR INSURANCE

DEALERSHIP INFORMATION			
DEALER NAME		CONTACT NAME	
TELEPHONE		FAX	
COLLATERAL DESCRIPTION			
VEHICLE IDENTIFICATION NUMBER		YEAR MAKE AND MODEL	
BORROWER INFORMATION			
BORROWER NAME			
ADDRESS		CITY	STATE ZIP
COVERAGE INFORMATION			
COVERAGE PHYSICAL DAMAGE DEDUCTIBLE		MAXIMUM UP TO \$500 DEDUCTIBLE	
INSURANCE INFORMATION			
APPROVAL NUMBER			
AGENCY		AGENT	BUSINESS TELEPHONE
ADDRESS		CITY	STATE ZIP
INSURANCE COMPANY		POLICY NUMBER	INSURED NAME (IF DIFFERENT)
<p style="text-align: center;">I agree to maintain full insurance on the above referenced unit at all times and to forward the appropriate documents to North Shore Bank, PO Box 390472, Minneapolis, MN 55439-0472</p> <p>Signature _____ Date _____</p>			

LOAN NUMBER

FOR BANK USE ONLY