

DEALER INFORMATION

Dealer Name			
Street Address, City, State, Zip			
Telephone	Fax	Contact	
Contract Number	Contract Date		

BUYER INFORMATION

Last Name	First Name	MI
Street Address, City, State, Zip		
Telephone	Cell Phone	

CO-BUYER INFORMATION

Last Name	First Name	MI
Street Address, City, State, Zip (if different from above)		

PURCHASE INFORMATION

Unit Sold	VIN	Make
	Year	Model
		Style
Motor	VIN	
	Make/Model/Style	
Trailer	VIN	
	Year/Make/Model	

TRADE-IN INFORMATION

Trade-In Description (Make/Model/Year)
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CREDIT INSURANCE

Credit Life Amt	CL Term	Single	Joint
Credit Disability Amt	Credit Disability Term	Single	Joint

ADDITIONAL PROTECTIONS

Gap Amt	Gap Term
Gap Coverage Description	
Service Contract Amt	Service Contract Term
Service Contract Description	
Service Contract Paid To	

Coverage #1 Name	
Coverage #1 Amt	Coverage #1 Term
Coverage #1 Description	
Coverage #2 Name	
Coverage #2 Amt	Coverage #2 Term
Coverage #2 Description	
Coverage #3 Name	
Coverage #3 Amt	Coverage #3 Term
Coverage #3 Description	
Coverage #4 Name	
Coverage #4 Amt	Coverage #4 Term
Coverage #4 Description	

AMOUNT FINANCED

Annual Percentage Rate (APR)	Number of Payments
Sale Price	First Payment Date
Rebate	Total Tax
Trade-In Allowance	Cash Down Payment
Amount Owed on Trade-In	
Trade-In Payoff Owed to	
Documentation Prep Fee Paid to Seller	
Fee Paid to Public Officials (Description)	Fee Paid to Public Officials Amt

INSURANCE

Insurance Agency	Agent Name
Insurance Agent Phone	
Insurance Company	Policy #

RETAIL INSTALLMENT CONTRACT & SECURITY AGREEMENT

Buyer's Last Name	First Name	MI	Seller's Name
Address			Address
Telephone:		Cell Phone:	Telephone:
Co-Buyer Last Name	First Name	MI	Contract Number:
Address (if different from above)			Date:

The words "Buyer", "you", "your", or "yours" refer to each Buyer above. The words "Seller", "we", "our", and "us" refer to the Seller above and any assignees to which Seller may sell this Contract. By signing this Contract, you have chosen to buy the goods described below and pay for them over time in accordance with the terms and conditions of this Contract.

Description of Goods/Vehicles Purchased ("Goods"):			
Vehicle Identification Number:			Odometer Mileage:
Year:	Make:	Model:	Style:

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 SALES PRICE The total cost of your purchase on credit, including your down payment of _____
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Payment Schedule. Your payment schedule is:

Number of Payments	Amount of Payments	When Payments are Due Monthly, beginning on
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Security: You are giving a security interest in the Goods purchased.

Late Charge: If a payment is more than 10 days late, you will be charged a late charge of the greater of \$15 or 5% of the unpaid amount of the scheduled payment.

Prepayment: If you pay off this Contract early, you will not have to pay a penalty.

Additional Terms and Conditions: See the terms of this Contract for additional information about nonpayment, default, acceleration of your obligation before maturity, and any other fees or charges.

Notice: Customer should review the payment schedule to determine if the contract requires payments in equal amounts.

PROPERTY INSURANCE: You must maintain insurance on the Goods. You may furnish the insurance through an existing policy you own or can choose to purchase the insurance through any insurance company reasonably acceptable to us. The maximum permitted coverage deductible is \$500. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT UNLESS SPECIFICALLY INDICATED.	CREDIT INSURANCE: I am requesting the insurance coverage quoted below by signing below, and you supply the requested coverage if I qualify for the coverage. If none are quoted, you have not requested coverage. Credit Life: Single Joint Premium Term Credit Disability: Single Joint Premium Term CREDIT INSURANCE IS NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL COST. Buyer: _____ Co-Buyer: _____ Date: _____ Date: _____
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The seller retains a security interest in the subject matter of this agreement.

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 Goods. 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 _____

By: _____ Date _____

By: _____ Date _____

☐ _____
 Term _____
 Price _____
 Coverage _____

By: _____ Date _____

By: _____ Date _____

☐ _____
 Term _____
 Price _____
 Coverage _____

By: _____ Date _____

By: _____ Date _____

☐ **Gap Waiver or Gap Coverage**

Term _____
 Price _____
 Coverage _____

By: _____ Date _____

By: _____ Date _____

☐ _____
 Term _____
 Price _____
 Coverage _____

By: _____ Date _____

By: _____ Date _____

☐ _____
 Term _____
 Price _____
 Coverage _____

By: _____ Date _____

By: _____ Date _____

ITEMIZATION OF AMOUNT FINANCED

(a) Goods Price (including sales tax of \$ _____)			(l) Other Charges/Amounts Paid to Others*		
(b) Service Contract, Paid to _____			Paid to Public Officials for: _____		
(c) Document Preparation Fee paid to Seller			Insurance Premiums paid to Insurance Company(ies)		
(d) Cash Price (a+b+c)			Paid to Others for: _____		
(e) Trade-in Allowance Trade-in Description:			Paid to Others for: _____		
(f) Less Amount Owing on Trade-In (paid to _____)			Paid to Others for: _____		
(g) Net Trade-in (e-f)			Paid to Others for: _____		
(h) Cash Down Payment:			Paid to Others for: _____		
(i) Manufacturer's Rebate			(m) Total Other Charges/Amounts Paid to Others		
(j) Total Down Payment (g+h+i)			(n) Prepaid Finance Charge		
(k) Unpaid Balance of Cash Price (d-j)			Amount Financed (k+m-n)		

*Seller may retain or receive a portion of any amounts paid to others

Additional Terms and Conditions

Promise to Pay. You agree to pay us, according to the Payment Schedule in the Truth-in-Lending Disclosures, the Amount Financed, plus a finance charge accruing on the unpaid principal balance equal to an interest rate of _____ annually ("Contract Rate"). You also agree to pay us any other charges provided for in this Contract.

Interest Accrual. The finance charge is computed on a simple interest basis and begins to accrue on the date of the Contract. Because interest accrues on the actual outstanding principal balance each day, the interest you will pay will be higher if payments are made later than scheduled and lower if payments are made earlier than scheduled. The amount of finance charge you pay may be more or less than shown in the Truth-in-Lending Disclosures if you pay later or earlier than your scheduled payment dates. After the end of the term of the Contract, or after you default and we demand payment in full of the Contract, we will charge a finance charge on any unpaid principal balance owed on the Contract at 12% per year.

Prepayment. You may prepay the unpaid balance in full or in part at any time without penalty. Unless you and we agree otherwise, an excess payment made on or before a payment due date may reduce or satisfy payment obligations associated with your next payment due date or future due dates. Contact us to determine your next payment due date if you make a payment in excess of what is due.

Fees. If you are late in making a scheduled payment, we may charge you the late charge provided for in the Truth-in-Lending Disclosures. If you make a payment to us and it is dishonored by the depository institution, we may charge you a fee not to exceed \$25.

Balloon Payment. This Balloon Payment provision applies only to Goods that are defined as Motor Vehicles under the Michigan Motor Vehicle Sales Finance Act. A balloon payment is a scheduled payment that is larger than any of the substantially equal prior payments. If your final scheduled payment is a balloon payment, you have the right to enter into a new written contract when it is due (refinance). You may refinance a balloon payment in equal installments over a reasonable period of time. During this period, you will also pay a finance charge on the unpaid balance computed using the Annual Percentage Rate stated in the Truth-in-Lending Disclosure.

Security Interest. You grant us a security interest in the Goods as well as all accessions to and proceeds of the Goods. You also assign to us and give us a security interest in any proceeds and premium refunds of insurance and service contracts purchased under this Contract. Our security interest secures your performance of all obligations under this Contract and any extensions, renewals, or modifications of it. You authorize us to make any filing that we deem necessary to effect or preserve our security interest or enforce our security interest. On our request, you will sign any additional documents, provide us with any additional information we may require to make such filings or effect, preserve or enforce our security interest.

Maintenance and Care of the Goods. To preserve our security interest and interest in the Goods you agree you will: (1) maintain the Goods in good condition and repair and not permit the value to be impaired; (2) keep the Goods free from all liens or encumbrances prior in right to ours; (3) not sell, lease, or otherwise dispose of the Goods without our written permission; (4) keep the Goods in your possession and control; (5) not permit the Goods to become attached to any real estate or use the Goods a primary residence; and (6) you will pay all taxes, assessments or charges assessed to the Goods. You will promptly notify us of any loss of or material damage to the Goods. Any loss of or damage to the Goods will not release you of any obligation under this Contract, including but not limited to, your obligation to make payments when due. We may inspect the Goods at reasonable times, and you will assist us in such inspections to ensure compliance with this Contract.

Authority To Perform. We may perform your duties to preserve the Goods if you fail to perform, or timely cure any such failed duties in accordance with written notice from us. The cost of our performance is an obligation secured by this Contract and is payable by you on demand and will accrue interest from the date of expenditure by us to the date of payment by you at the then applicable rate of finance charge under this Contract.

Warranty. Warranty information is provided to you separately.

Insurance. You agree to maintain property insurance on the Goods to protect against loss and physical damage in accordance with the Property Insurance provision above until this Contract is paid in full. Any insurer you choose must be authorized to do business in your state of residence. You will provide us a copy of the policy and proof of payment if requested. You agree to name us as loss payee on the policy. In the event of a total loss of the Goods, you will remain liable for all amounts owed on the contract if insurance proceeds are not sufficient to cover the outstanding balance owed. If you fail to obtain or maintain the required insurance or name us as a loss payee, we may obtain insurance to protect our interest in the Goods. If we obtain insurance, it will be written by a company of our choice, it may have a premium that is higher than you could obtain if you purchased insurance and may include different coverage than insurance you would maintain. We will add the premium for any insurance we obtain under this provision to the amount you owe on the Contract, and it will be due when we incur the expense. The amount added to the Contract balance will accrue finance charges at the post-maturity rate described in the Interest Accrual section until paid in full. Any expenditures on your behalf will be in good faith and in a commercially reasonable manner, and we will give you written notice of your nonperformance and a reasonable opportunity after the notice to perform. 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.

Creditor-Placed Insurance Notice. You are giving us a security interest in the Goods described in the Security Interest section. You are required to maintain insurance on the Goods to protect our interest until all debts secured by this Contract are paid. If you fail to provide evidence of insurance on the Goods to us, we may place insurance on the Goods 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.

Default. You will be in default on this Contract if: (a) you fail to perform any obligation that you have undertaken in this Contract; or (b) you fail to make a payment on this Contract in full when due. If you are in default, you agree to pay our court costs, attorneys' fees and expenses of retaking, repairing and storing repossessed Goods 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.

We may report information about your Contract to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Default 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 Goods 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 Contract Rate until paid in full. (c) We may require you to make the Goods available to us at a place we designate that is reasonably convenient to you and us. (d) We may immediately take possession of the Goods 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 Goods 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 any other 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 Goods, 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 Goods securing the Contract and taken into possession as provided above. If the Goods are a motor vehicle and have an electronic tracking device, you agree that we may use the device to find the motor vehicle.

Communication Consent. In order for us to service the account or to collect any amounts you 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. If a telephone number you have provided to us changes, or if you cease to be the owner, subscriber or primary user of such telephone number, you agree to immediately give us notice so that we may update our records.

Communication Recording. You agree that, subject to applicable law, we may monitor and/or record any of your phone conversations with any of our representatives for training, quality control, evidentiary, and any other purposes. We are not under any obligation to monitor, record, retain, or reproduce such recordings, unless required by applicable law.

Obligations Independent. Each person who signs this Contract agrees to pay this Contract according to its terms. This means: (1) You must pay this Contract even if someone else has also signed it; (2) We may release any co-buyer and you will still be obligated to pay this Contract; (3) We may release any security and you will still be obligated to pay this contract; (4) If we give up any of our rights, it will not affect your duty to pay this Contract; and (5) If we extend new credit or renew this Contract, it will not affect your duty to pay this Contract.

Miscellaneous. If more than one person signs this Contract as a Buyer, your rights and obligations are joint and several, and each of you is personally liable for all amounts due under this Contract. You must promptly provide us notice of any change to your name, mailing address, phone number or any other contact information you provide to us. We will rely on the information in our records for any and all communications unless and until either you, or in the case of mailing addresses, the U.S. Postal Service, notifies us of a change and we have had a reasonable opportunity to act on such notice.

Governing Law; Enforceability. This Contract and all related disputes are governed by the laws of Michigan and applicable federal law and regulations. If any provision of this Contract is determined to be void or unenforceable under any applicable law, rule or regulation, all other provisions of this Contract will remain valid and enforceable. Our failure to exercise any of our rights under this Contract will not be deemed to waive our rights to exercise such rights in the future. No change shall release any party from liability unless otherwise expressly agreed to in writing.

Gap Waiver or Gap Coverage. This Gap Waiver or Gap Coverage provision applies only to Goods that are defined as Motor Vehicles under the Michigan Guaranteed Asset Protection Waiver Act. In the event of theft or damage to the Goods that results in a total loss, there may be a gap between the amount due under the terms of this 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.

Electronic Signatures and Records. You agree that this Contract may be signed electronically, and, by electronically signing below, you further agree that it will be enforceable without your signature on a paper form. Any copy of this Contract, the Credit Application and other documents related to the Contract (including a copy printed from an image that has been stored electronically) may be introduced into evidence in any legal proceeding.

Used Vehicle Sales. The information you see on the window form for this vehicle is part of this Contract. Information on the window form overrides any contrary provisions in the contract of sale.

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: 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.

By signing this Contract, you agree to the terms of this Contract and that you had a chance to read and review it before you signed it.

Warning: The insurance afforded hereunder does not cover liability for injury to persons or damage to property of others unless so indicated hereon.

Notice to buyer. Do not sign this Contract in blank. You are entitled to 1 true copy of the Contract you sign without charge. Keep it to protect your legal rights.

BUYER'S SIGNATURE _____ DATE _____

CO-BUYER'S SIGNATURE _____ DATE _____

You acknowledge receipt of a copy of the Contract you signed.

BUYER'S SIGNATURE _____ DATE _____

CO-BUYER'S SIGNATURE _____ DATE _____

SELLER: By _____

ASSIGNMENT

This Retail Installment Sales Contract and Security Agreement is assigned to North Shore Bank, 15700 W Bluemound Road, Brookfield, WI 53005, the Assignee, under the terms of the Master Dealer Agreement between the Seller and Assignee.

Seller: By _____ Date _____

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		MAXIMUM	
PHYSICAL DAMAGE DEDUCTIBLE		UP TO \$500 DEDUCTIBLE	
INSURANCE INFORMATION			
APPROVAL NUMBER			
AGENCY		AGENT	
ADDRESS		CITY	
INSURANCE COMPANY		POLICY NUMBER	
		BUSINESS TELEPHONE	
		STATE	ZIP
		INSURED NAME (IF DIFFERENT)	
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			
Signature _____ Date _____			

LOAN #

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FOR BANK USE ONLY