

<p style="text-align: center;">LENDER'S NAME AND ADDRESS</p> <p>"You" means the Lender, its successors and assigns.</p>	<p style="text-align: center;">BORROWER'S NAME AND ADDRESS</p> <p>"I" includes each Borrower above, jointly and severally.</p>	<p>Date _____</p> <p>Mat. Date _____</p> <p>Loan Amt. \$ _____</p> <p>Renewal Of _____</p> <p>Mem./Loan # _____</p>
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1. TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost me.	AMOUNT FINANCED The amount of credit provided to me or on my behalf.	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments.	I have the right to receive at this time an itemization of the Amount Financed.
%	\$	\$	\$	
No. of Payments	Amt. of Payments	My Payments are Due as Shown Below		I want an itemization. <input type="checkbox"/> Yes <input type="checkbox"/> No
\$ \$ \$ \$ \$ \$				\$ Filing Fee \$ Nonfiling Insurance
<input type="checkbox"/> This note has a demand feature. <input type="checkbox"/> This note is payable on demand and all disclosures are based on an assumed maturity of one year.				
<input type="checkbox"/> Variable Rate (Check one) { <input type="checkbox"/> My loan contains a variable rate feature. Disclosures about the variable rate feature have been provided to me earlier.				
<input type="checkbox"/> The annual percentage rate may increase during the term of this transaction if _____				
Any increase will take the form of _____ . If the rate increases by _____ % in _____ , the _____ . will increase to _____ . The rate may not increase more often than once _____ , and may not increase more than _____ % each _____ . The rate will not go above _____ % .				
Security. I am giving a security interest in: <input type="checkbox"/> (brief description of other property)				
<input type="checkbox"/> the goods or property being purchased. <input type="checkbox"/> collateral securing other loans with you may also secure this loan. <input type="checkbox"/> my Accounts and other rights to the payment of money from you.				
<input type="checkbox"/> Late Charge. I will be charged a late charge on the portion of any payment not made within _____ days after it is due equal to _____ .				
<input type="checkbox"/> Required Deposit. The annual percentage rate does not take into account my required deposit.				
Prepayment. If I pay off this note early, I will not have to pay a penalty.				
<input type="checkbox"/> If I pay off this note early, I will not be entitled to a refund of part of the Additional Finance Charge.				
<input type="checkbox"/> Assumption. Someone buying the property securing this obligation cannot assume the remainder of the obligation on the original terms. I can see my contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.				
"e" means an estimate.				

2. ITEMIZATION OF AMOUNT FINANCED

AMOUNT GIVEN TO ME DIRECTLY \$ _____
AMOUNT PAID ON MY (LOAN) ACCOUNT \$ _____
AMOUNTS PAID TO OTHERS ON MY BEHALF:
(You may retain or receive a portion of these amounts.)
to Insurance Companies \$ _____
to Public Officials \$ _____
(less) PREPAID FINANCE CHARGE(S) \$ _____
Amount Financed \$ _____
(Add all items financed and subtract prepaid finance charges.)

3. PROMISE TO PAY AND PAYMENT TERMS

For value received, I promise to pay you the principal amount of \$ _____, plus interest, accruing on the unpaid balance at the rate of _____ % per year from today's date until _____. Interest accrues on a _____ basis. I also agree to pay any additional amounts according to the terms and conditions of this note.

The purpose of this loan is _____.

[] ADDITIONAL FINANCE CHARGE. I agree to pay an additional, nonrefundable finance charge of \$ _____ that will be [] paid in cash. [] paid pro rata over the loan term. [] withheld from the proceeds. (If this charge is withheld from the proceeds, the amount is included in the principal sum.)

[] VARIABLE RATE. The rate above may then change so as always to be _____ the following index rate:

_____. The interest rate may not change more than _____ % each _____. The annual interest rate in effect on this note will not at any time be more than _____ % or less than _____ %. The interest rate in effect on this note may change (as often as) _____ (assuming there is a change in the index rate) and an increase in the interest rate will cause an increase in [] the amount of each scheduled payment [] the amount due at maturity [] the number of payments.

[] LATE CHARGE. I will be charged a late charge on the portion of any payment not made within _____ days after it is due equal to _____.

PAYMENT. I will pay this note as follows:

4. SECURITY

You have certain rights that may affect my property. This loan [] is [] is not further secured.

- (a) [] For value received, I assign and give to you a security interest in [] all my Account(s) or [] _____ Account(s). The amount of my Required Balance is \$ _____.
- (b) [] This loan is secured by _____, dated _____.
- (c) [] I give you a security interest in the Property described below:

5. CREDIT INSURANCE

Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional costs.

Type	Premium	Term
<input type="checkbox"/> Credit Life		
<input type="checkbox"/> Joint Credit Life		
<input type="checkbox"/> Credit Disability		
<input type="checkbox"/>		
<input type="checkbox"/> I do want the insurance checked above.	} Check one	
<input type="checkbox"/> I do not want the insurance described above.		
X	DOB	

PROPERTY INSURANCE. I may obtain property insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ _____ for _____ of coverage.

COMMISSIONS. I understand and agree that you (or your affiliate) will earn commissions or fees on any insurance products, and may earn such fees on other services that I buy through you or your affiliate.

6. ADDITIONAL TERMS OF THE LOAN AGREEMENT

DEFINITIONS. As used in this Loan Agreement, means terms that apply to this Loan Agreement. "Loan Agreement" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction, such as applications, security agreements, disclosures, or notes. The pronouns "I," "me" and "my" refer to each Borrower signing this Loan Agreement, individually and together with their heirs, successors and assigns, and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this Loan Agreement. "You" and "your" refer to the Lender, with its participants or syndicators, successors and assigns, or any person or company that acquires an interest in the Loan Agreement. Property means any property, real, personal, or intangible, that secures my performance of the obligation of this Loan Agreement. "Account" means any and all share or deposit accounts held by you and includes, but is not limited to, accounts such as share, share draft, checking and term share accounts, including renewals and substitutions of the accounts. "Required Balance" means the amount of funds I must maintain in my Account(s) to secure this Loan Agreement.

NAME AND LOCATION. My name and address indicated on page 1 are my exact legal name and my principal residence. I will provide you with at least 30 days written notice prior to changing my name or principal residence.

PAYMENTS. Each payment I make on this Loan Agreement will be applied first to any charges I owe other than principal and interest, then to interest that is due, and finally to principal that is due. No late charge will be assessed on any payment when the only delinquency is due to late fees assessed on earlier payments and the payment is otherwise a full payment. The actual amount of my final payment will depend on the interest rates (if variable) and my payment record.

PREPAYMENT. I may prepay this Loan Agreement in whole or in part at any time. Any partial prepayment will not excuse any later scheduled payments until I pay in full.

ADVANCE PROCEDURE AND MEANS. You will advance the loan proceeds by way of check, cash, wire transfer, credit to an account or any combination as you and I agree. The advance(s) will occur upon

consummation of the loan and as you and I agree, except that no advance(s) will occur until after three business days from the date of consummation if the loan is rescindable pursuant to Regulation Z (12 C.F.R. § 226).

INTEREST. Interest will accrue on the unpaid principal balance until paid in full. If "Variable Rate" is checked, I will pay interest at the rates in effect from time to time. Decreases in the interest rate for this Loan Agreement will have the opposite effect on payments that increases would have. The interest rate(s) and other charges on this Loan Agreement will never exceed the highest rate or charge allowed by law for this loan. If the amount collected is found to exceed the highest rate or charge allowed, you will refund an amount necessary to comply with the law. You will figure a change in the interest rate by using the index rate in effect at the time the interest rate is to change. Changes in the index between scheduled changes in the interest rate will not affect the interest rate.

INDEX. If you and I have agreed that the interest rate on this Loan Agreement will be variable and will be related to an index, then the index you select will function only as a tool for setting the rate on this note. You do not guaranty, by selecting any index, that the interest rate on this note will be the same rate you charge on any other loan or class of loans you make to me or any other borrower. If this index is no longer available, you will substitute a similar index. You will give me notice of your choice.

ACCRUAL METHOD. The amount of interest that I will pay on this Loan Agreement will be calculated using the interest rate and accrual method stated. For interest calculation, the accrual method will determine the number of days in a year. If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

REAL ESTATE OR RESIDENCE SECURITY. If this Loan Agreement is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by this agreement.

SECURITY INTEREST IN ACCOUNTS. If an amount is entered on the Required Balance area, I must maintain a balance in my Account(s) equal to the lesser of the Required Balance or the amount remaining unpaid on the secured debt. No joint owner, beneficiary, surviving spouse or representative of my estate receives any rights in my Account(s) in the event of my death or incapacity until the secured debt is paid in full.

The security interest will not attach to any Account where my rights arise only in a representative capacity, or to any Individual Retirement Account or other tax-deferred retirement account. My Account(s) will not secure a debt created by a consumer credit transaction under a credit card plan. If any Account is jointly held, this security interest will attach to that portion of the account balance in the pledged Account(s) which I am authorized by law or agreement to pledge by my signature alone.

SECURED OBLIGATIONS. This security agreement secures this loan (including all extensions, renewals, refinancings and modifications) and any other debt I have with you now or later. Property described in this security agreement will not secure other such debts if you fail to give any required notice of the right of rescission with respect to the Property. Also, this security agreement will not secure other debts if this security interest is in household goods and the other debt is a consumer loan. This security agreement will last until it is discharged in writing.

For the sole purpose of determining the extent of a purchase money security interest arising under this security agreement: (a) Payments on any nonpurchase money loan also secured by this agreement will not be deemed to apply to the Purchase Money Loan; and (b) Payments on the Purchase Money Loan will be deemed to apply first to the nonpurchase money portion of the loan, if any, and then to the purchase money obligations in the order in which the items were acquired. No security interest will be terminated by application of this formula. "Purchase Money Loan" means any loan the proceeds of which, in whole or in part, are used to acquire any property securing the loan and all extensions, renewals, consolidations and refinancings of such loan.

PROPERTY. The word "Property," as used here, includes all property that is listed in the security agreement. If a general description is used, the word Property includes all my property fitting the general description. Property also means all benefits that arise from the described Property (including all proceeds, insurance benefits, payments from others, interest, dividends, stock splits and voting rights). It also means property that now or later is attached to, is a part of, or results from the Property, and all supporting obligations. "Proceeds" includes anything acquired on the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising out of the Property; and any collections and distributions on account of the Property.

OWNERSHIP AND DUTIES TOWARD PROPERTY. Unless a co-owner(s) of the Property signed a third party agreement, I represent that I own all the Property. I will defend the Property against any other claim. I agree to do whatever you require to perfect your interest and keep your priority. I will not do anything to harm your position. I will keep the Property in my possession (except if pledged and delivered to you). I will keep it in good repair and use it only for its intended purposes. I will keep it at my address unless we agree otherwise in writing. I will not use the Property for a purpose that will violate any laws or subject the Property to forfeiture or seizure. I will not try to sell or transfer the Property, or permit the Property to become attached to any real estate, without your written consent. I will pay all taxes and charges on the Property as they become due. I will inform you of any loss or damage to the Property. You have the right of reasonable access in order to inspect the Property.

INSURANCE. I agree to buy insurance on the Property against the risks and for the amounts you require. I will name you as loss payee on any such policy. You may require added security on this Loan Agreement if you agree that insurance proceeds may be used to repair or replace the Property. I agree that if the insurance proceeds do not cover the amounts I still owe you, I will pay the difference. I will buy the insurance from a firm authorized to do business in Pennsylvania. The firm will be reasonably acceptable to you. My choice of insurance provider will not affect the credit decision or interest rate. I will keep the insurance until all debts secured by this Loan Agreement are paid.

PERFECTION OF SECURITY INTEREST. I authorize you to file a financing statement covering the Property. I agree to comply with and facilitate your requests in connection with obtaining possession of or control over the Property until this security agreement is terminated. A copy of this security agreement may be used as a financing statement when allowed by law.

DEFAULT. Subject to any limitations in the REAL ESTATE OR RESIDENCE SECURITY section, I will be in default if any of the following occur:

- (a) I fail to make a payment when due; or
- (b) I fail to perform any condition or keep any promise or covenant of this or any agreement I have made with you.

REMEDIES. Subject to any limitations in the REAL ESTATE OR RESIDENCE SECURITY section, after I default, you may at your option do any one or more of the following:

- (a) Make all or any part of the amount owing by the terms of this Loan Agreement due;
- (b) Use any and all remedies you have under state or federal law, or in any instrument securing this Loan Agreement;
- (c) Make a claim for any and all insurance benefits or refunds that may be available on my default;
- (d) Withdraw the amounts in my Account(s) and apply them toward the secured debt (even if the withdrawal causes a penalty or may subsequently cause a share draft to be dishonored);
- (e) Make amounts advanced on my behalf due and add those amounts to the balance owing under the terms of this Loan Agreement;
- (f) Pay taxes or other charges, or purchase any required insurance, if I fail to do these things (but you are not required to do so). You may add the amount you pay to this Loan Agreement and accrue interest on that amount at the interest rate(s) in effect from time to time, on this Loan Agreement until paid in full;
- (g) Require me to gather the Property and any related records and make it available to you in a reasonable fashion;
- (h) Take immediate possession of the Property, but in doing so you may not breach the peace or unlawfully enter onto my premises. You may sell, lease, or dispose of the Property as provided by law. (If the Property includes a manufactured home, you will begin the repossession by giving me notice and an opportunity to cure my default, if required by law.) You may apply what you receive from the sale of the Property to your expenses and then to the debt. If what you receive from the sale of the Property is less than what I owe you, you may take me to court to recover the difference (to the extent permitted by law); or
- (i) Keep the Property to satisfy the debt.

I agree that when you must give notice to me of your intended sale or disposition of the Property, the notice is reasonable if it is sent to me at my last known address by first class mail 10 days before the intended sale or disposition. I agree to inform you in writing of any change in my address.

By choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you

do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

ASSUMPTIONS. Someone buying the Property cannot assume the obligation. You may declare the entire balance of the Loan Agreement to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, or transfer of the Property. This right is subject to the restrictions imposed by federal law (12 CFR 591), as applicable.

WAIVERS AND CONSENT. To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate, and notice of dishonor. In addition, I, to the extent permitted by law, consent to certain actions you may take, and generally waive all defenses that may be available based on these actions or based on the status of a party to this Loan Agreement. You may renew or extend payments on this Loan Agreement, regardless of the number of such renewals or extensions. You may release any Borrower, endorser, guarantor, surety, accommodation maker, or any other co-signer. You may release, substitute, or impair any Property securing this Loan Agreement. You, or any institution participating in this Loan Agreement, may invoke your right of set-off. You may enter into any sales, repurchases, or participations of this Loan Agreement to any person in any amounts and I waive notice of such sales, repurchases, or participations. I agree that any of us signing this Loan Agreement as Borrower is authorized to modify the terms of this Loan Agreement or any instrument securing, guarantying, or relating to this Loan Agreement. I waive all claims for loss or damage caused by your acts or omissions where you acted reasonably and in good faith.

COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after Default, to the extent permitted by law, I agree to pay all reasonable expenses of collection, enforcement, or protection of your rights and remedies under this Loan Agreement. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the rate provided in the terms of this Loan Agreement. All fees and expenses will be secured by the Property I have granted you, if any. To the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

SET-OFF. You may use the right of set-off. This means you may set-off any amount due and payable under the terms of this Loan Agreement against any right I have to receive money from you. My right to receive money from you includes any deposit or share account balance I have with you; any money owed to me on an item presented to you or in your possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of this Loan Agreement" means the total amount to which you are entitled to demand payment under the terms of this Loan Agreement at the time you set-off.

Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay this Loan Agreement, your right of set-off will be limited to my proportionate interest in the obligation. In the absence of reasonable

proof of net contributions, my proportionate interest equals the amount of such obligation divided equally by all parties having present rights to receive such money.

In addition, you may also have rights under a "statutory lien." A "statutory lien" means your right under state or federal law to establish a right in, or claim to, my shares and dividends to the extent of any outstanding financial obligations that I have with you. If you have a statutory lien, you may without further notice, impress and enforce the statutory lien on my shares and dividends to the extent of any sums due and payable under the terms of this Loan Agreement that I fail to satisfy.

Your set-off and statutory lien rights do not apply to an account or other obligation where my rights arise only in a representative capacity. They also do not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check or share draft when the dishonor occurs because you set-off against any of my accounts, or exercised your statutory lien rights. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off or statutory lien rights.

WARRANTIES AND REPRESENTATIONS. I have the right and authority to enter into this Loan Agreement. The execution and delivery of this Loan Agreement will not violate any agreement governing me or to which I am a party.

OTHER SECURITY. Any present or future agreement securing any other debt I owe you also will secure the payment of this Loan Agreement. Property securing another debt will not secure this loan if such property is my principal dwelling and you fail to provide any required notice of right of rescission. Also, property securing another debt will not secure this loan to the extent such property is in household goods.

GENERAL PROVISIONS. If two or more Borrowers sign this Loan Agreement, we are liable to repay jointly and severally. This Loan Agreement is the complete and final expression of the agreement and may not be amended or modified by oral agreement. If any provision of this Loan Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will be enforceable. This Loan Agreement is governed by the bylaws of this Credit Union and the laws of Pennsylvania, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located.

Any provision that appoints you as an agent is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code). By exercising any of your rights under this Loan Agreement, you do so for your sole benefit.

Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to my last known address. Notice to one party will be deemed to be notice to all parties. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete.

I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Loan Agreement and to confirm your lien status on any Property. Time is of the essence.

THIRD PARTY AGREEMENT

For the purposes of the provisions within this enclosure, "I," "me" or "my" means the person signing below and "you" means the Lender identified on page 1.

I agree to give you a security interest in the Property that is described in the security agreement. I agree to the terms of this note and security agreement but I am in no way personally liable for payment of the debt. This means that if the Borrower defaults, my interest in the secured Property may be used to satisfy the Borrower's debt. I agree that you may, without releasing me or the Property from this Third Party Agreement and without notice or demand upon me, extend new credit to any Borrower, renew or change this note or security agreement one or more times and for any term, or fail to perfect your security interest in, impair, or release any security (including guaranties) for the obligations of any Borrower.

I HAVE RECEIVED A COMPLETED COPY OF THIS NOTE AND SECURITY AGREEMENT.

 X

 X

(Optional)

Signed _____ For Lender
Title _____

Attach FTC "Preservation of Consumer Claims and Defenses" Notice if Applicable

7. SIGNATURES

SIGNATURES. By signing below, I agree to the terms contained in this Loan Agreement. I also acknowledge receipt of a copy of this Loan Agreement on today's date.

 X

 X

 X

 X

 X

 X