

The note attached to the POC is a classic example of a daily interest mortgage. Also, compare the POC filed by Beneficial in the 2000 case with the POC filed by HFC in the 2008 case which follows.

310 (Official Form 10)  
(Rev. 6/91)

<b>United States Bankruptcy Court</b> <i>Wilmington</i> District of <i>Delaware</i>		<b>PROOF OF CLAIM</b>	
In re (Name of Debtor) <i>Iva &amp; James Henry</i>		Case Number <i>00-00053</i>	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commandment of the case. A "request" of payment of an administrative expense may be filed pursuant to 11 U.S.C. sec. 503			
Name of Creditor <i>(The person or entity to whom the debtor owes money or property)</i> <b>BENEFICIAL FINANCE CORPORATION</b>		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach a copy of statement giving particulars.	
Name and Address Where Notices Should Be Sent 961 Weigel Dr. Elmhurst, IL 60126 *SEND ALL PAYMENTS TO HFC AT: SAME AS ABOVE ATTN:R.E.B.K. Telephone No.		<input checked="" type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case.  <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIED DEBTOR <i>631724-00-102791</i>		<input type="checkbox"/> REPLACES A PREVIOUSLY FILED CLAIM <input type="checkbox"/> AMENDS DATED: _____	
1. BASIS FOR CLAIM: <input type="checkbox"/> GOODS SOLD <input type="checkbox"/> SERVICES PERFORMED <input checked="" type="checkbox"/> MONEY LOANED <input type="checkbox"/> PERSONAL INJURY/WRONGFUL DEATH <input type="checkbox"/> TAXES <input type="checkbox"/> OTHER (PLEASE DESCRIBE)		<input type="checkbox"/> RETIREE BENEFITS AS DEFINED IN 11 U.S.C SEC. 1114a <input type="checkbox"/> WAGES, SALARIES, AND COMPENSATIONS (FILL OUT BELOW) YOUR SOCIAL SECURITY NUMBER _____ UNPAID COMPENSATION FOR SERVICES PERFORMED FROM _____ DATE TO _____ DATE	
2. DATE DEBT WAS INCURRED: <i>3/10/92</i>		3. IF COURT JUDGMENT, DATE OBTAINED:	
4. CLASSIFICATION OF CLAIM: Under Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM			
<input checked="" type="checkbox"/> UNSECURED CLAIM \$ <i>39,810.78</i> Attach evidence of perfection of security interest Brief Description of Collateral: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other (Describe Briefly) Amount of Arrearages and other charges included in secured claim above if any: \$ <i>5,712.67</i> <input type="checkbox"/> UNSECURED NON-PRIORITY CLAIM: \$ _____ A claim is unsecured if there is no collateral or lien on the property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.		<input type="checkbox"/> UNSECURED PRIORITY CLAIM \$ _____ Specify the priority of the claim.  <input type="checkbox"/> Wages, salaries, or commissions (up to \$2000.00) earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtors business, whichever is earlier <input type="checkbox"/> Contributions to an employee benefit plan-U.S.C. sec. 507(a)(4)  <input type="checkbox"/> Up to \$900.00 of deposits toward purchase, lease or rental of property or services for personal, family, or household use-11 U.S.C. sec. 507(a)(4) <input type="checkbox"/> Taxes or penalties of Governmental Units-11 U.S.C. sec. 507(a)(7) <input type="checkbox"/> Other-11 U.S.C. Secs.507(a)(2),(a)(5)-(Describe Briefly)	
TOTAL AMOUNT OF CLAIM AT TIME CASE FILED		\$ <i>39,810.78</i> (Total)	
<input type="checkbox"/> (Unsecured)		<input type="checkbox"/> (Secured)	
<input type="checkbox"/> check this box if the claim includes prepetition charges in addition to the principle amount of the claim.			
6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this Proof of Claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.			
7. SUPPORTING DOCUMENTS: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach summary.			
8. TIME-STAMPED COPY: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and a copy of this proof of claim.			
Date: <i>3-28-00</i>		Sign and print name and title, if any, of the creditor or other person authorized to file this claim (attach power of attorney, if any). <i>[Signature]</i> Recovery Specialist	

This Space Is For Court Use Only

FILED  
 2000 APR - 3 P 3  
 DISTRICT OF DELAWARE  
 CLERK  
 COURT



Parcel No.: 26-027.40-222

Preparer: Michele J. Fletcher  
BENEFICIAL NEW JERSEY INC.  
d/b/a Beneficial Mortgage Co.  
250 South Broadway  
Pennsville, New Jersey 08070

*Michele J. Fletcher*

**MORTGAGE**

THIS MORTGAGE, made this 5th day of March, 19 92 between Lva Henry and James W. Henry of 1110 West Seventh Street County of New Castle (City/Delaware) of Wilmington, Delaware, and State of Delaware, as Mortgagors, and

BENEFICIAL NEW JERSEY INC.  
d/b/a Beneficial Mortgage Co.

a Delaware corporation, as Mortgagee.

WHEREAS, Mortgagors are justly indebted to Mortgagee on a certain loan to them, evidenced by a:

- Promissory note or Loan Agreement (hereafter collectively referred to as "Note") in the Actual Amount of Loan of \$ 31,850.00 together with interest on unpaid balances of the Actual Amount of Loan at the Rate of Charge shown in the Note,
- Revolving Loan Agreement (Agreement) by which Mortgagee obligates itself to make loans and advances of \$ \_\_\_\_\_ to Mortgagors up to a Line of Credit of \$ \_\_\_\_\_.

The Note/Agreement signed on the same date as this Mortgage and incorporated into this Mortgage by this reference.

NOW THIS MORTGAGE WITNESSETH, that Mortgagors, for and in consideration of the loan made to Mortgagors by Mortgagee, the receipt of the proceeds of loan being acknowledged by Mortgagors, and for the better securing payment of the same in accordance with the terms of the Note/Agreement, and further to secure the performance of all covenants contained in this Mortgage, do hereby grant and convey unto Mortgagee, its successors and assigns, all that certain piece, parcel or lot of land situated in the County of New Castle, State of Delaware, hereafter identified as the "Property" and more particularly described, as follows: BEGINNING at a point on the Southerly side of Seventh Street at the distance of one hundred feet easterly from the Easterly side of Harrison Street; thence Southerly parallel with Harrison Street one hundred and twenty-eight feet to a corner; thence Easterly parallel with Seventh Street sixteen feet to another corner; thence northerly and parallel with Harrison Street and passing through the middle of the brick division wall between the house on this lot and the house on the lot adjoining on the East, one hundred and twenty-eight feet to the said southerly side of Seventh Street and thence therewith westerly sixteen feet to the place of Beginning. Be the contents of what they may.

Legal description of premises continued on attached addendum (A).

TOGETHER with all the tenements, hereditaments and appurtenances thereunto belonging and all heating, plumbing, lighting fixtures and equipment now or hereafter attached to or used in connection with the Property, and the reversions, remainders, rents, issues and profits of the Property, and also all the estate, right, title, interest and claim whatsoever of Mortgagors.

If this box is checked, this Mortgage is subject to a prior mortgage dated \_\_\_\_\_, 19\_\_\_\_, executed by Mortgagors to \_\_\_\_\_ as mortgagee, which prior mortgage secures payment of a promissory note in the principal amount of \$ \_\_\_\_\_ That prior mortgage was recorded in the office of the Recorder of \_\_\_\_\_ County, Delaware, on \_\_\_\_\_ 19\_\_\_\_ in Mortgage Record \_\_\_\_\_ in Vol. \_\_\_\_\_ Page \_\_\_\_\_

PROVIDED ALWAYS, nevertheless, that if Mortgagors, their heirs, executors, administrators or assigns, shall and do well and truly pay, or cause to be paid, unto Mortgagee, its successors or assigns, the Note/Agreement in accordance with its terms, and shall well and truly perform all of the terms, conditions and covenants of this Mortgage, then and from thenceforth as well, this Mortgage, and the estate hereby granted to Mortgagee by Mortgagors, shall cease, determine and become void and of no effect, anything herein contained to the contrary notwithstanding.

PROVIDED, ALSO, that if Mortgagors default in the payment of the Note/Agreement in accordance with its terms, or in the performance of the covenants and conditions of this Mortgage, then Mortgagee, its successors or assigns, at its option, may declare the entire unpaid balance of the Actual Amount of Loan/Line of Credit at once due and payable, and thereupon may sue out and issue forthwith a writ of Scire Facias on this Mortgage and proceed thereon to judgment, execution, and sale for the collection and recovery of the unpaid balance of the Actual Amount of Loan/Line of Credit, with accrued interest, together with fees, costs, damages and expenses of those proceedings; without further stay, any law, usage, or custom to the contrary notwithstanding.

AND it is further mutually covenanted and agreed by Mortgagors and Mortgagee that:

1. Mortgagors shall keep the present buildings and improvements on the Property, and any which may hereafter be erected, insured against fire and such other hazards, in such amount and with such carriers as Mortgagee may approve, and shall deliver all policies and renewals thereof, or copies of the same, to Mortgagee, those policies being assigned by this Mortgage to Mortgagee as additional security for the payment of the Note/Agreement. Failure to keep the buildings and improvements adequately insured, or to keep the policies so payable, or to deliver to Mortgagee the policies or certificates of insurance and renewals thereof, shall entitle Mortgagee, at its option, to obtain appropriate insurance and pay the premiums therefor. Mortgagors shall reimburse Mortgagee for the amounts paid on demand, with interest thereon at the rate set forth in the Note/Agreement, and the amount paid shall be a lien on the Property and be secured by this Mortgage.
2. In the event of the death of one of the Mortgagors, Mortgagee, at its option, may declare the unpaid balance of the Actual Amount of Loan/Line of Credit immediately due and payable.

3/92/180

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- Mortgagors shall pay all taxes, liens, charges and assessments which may be imposed by law upon the Property, as the same become due and payable. In case default for as long as 30 days in the payment of any such taxes, liens, charges, or assessments shall occur, after the same become due and payable, it shall be lawful for Mortgagee, its successors or assigns, to pay all such amounts with any expenses attending the same. Mortgagors shall reimburse Mortgagee for the amounts paid, on demand, with interest at the rate set forth in the Note/Agreement. The amounts so paid shall be a lien on the Property. Furthermore, the whole amount secured by this Mortgage, if not then due, thereupon, at Mortgagee's option, shall become due and payable immediately.
- Mortgagors also shall keep all the buildings and other improvements now existing or hereafter erected on the Property in good order and repair to the satisfaction of Mortgagee and shall not do or permit waste.
- Mortgagors will not assign the rent or any part of the rent of the Property, nor demolish or remove any building now or hereafter erected on the Property or any fixtures or equipment installed thereon, or convey all or any part of the Property without the written consent of Mortgagee, its successors or assigns.
- If part or all of the Property is condemned under any power of eminent domain or acquired for any public use or quasi-public use, the damages, proceeds and consideration for such acquisition, to the extent of the full amount of the unpaid balance of the Actual Amount of Loan/Line of Credit, are hereby assigned by Mortgagors to Mortgagee, its successors or assigns, and shall be paid forthwith and applied to the loan balance.

Mortgagors expressly covenant and agree to pay and keep current the monthly instalments on any prior mortgage and to prevent any default under this Mortgage. Mortgagors further agree that should any default be made in the payment of any instalment of principal or any interest on the prior mortgage, or should any suit be commenced or other action taken to foreclose the prior mortgage, then the amount secured by this Mortgage shall become and be due and payable in full at any time thereafter, at the option of Mortgagee and in accordance with the Note/Agreement. Mortgagee, at its option, may pay the scheduled monthly instalments on the prior mortgage and, to the extent of the amount so paid, become subrogated to the rights of the mortgagee identified on the prior mortgage. All payments made on the prior mortgage by Mortgagee shall bear interest at the rate set forth in the Note/Agreement until paid in full.

Mortgagee shall appoint a receiver for the Property upon commencement of a suit in foreclosure of this Mortgage or a suit to which Mortgagee may be made a party by reason of this Mortgage, or at any time during the pendency of any suit. Mortgagee shall make that appointment, upon application to the appropriate court, at once, without notice to Mortgagor or any person claiming under Mortgagor, and without consideration of the adequacy of the security or the solvency of Mortgagor. The receiver shall (1) take possession of the Property; (2) collect the rents, issues and profits of the Property; (3) out of those monies, make repairs and keep the Property in proper condition and repair; (4) pay, (a) all taxes and assessments accruing during the receivership, (b) all unpaid taxes and assessments and tax sales remaining unredeemed, at or prior to the foreclosure sale, (c) all insurance premiums necessary to keep the Property insured in accordance with the provisions of this Mortgage, and (d) the expense of the receivership; and (5) apply the balance, if any, against the indebtedness.

If Mortgagors voluntarily shall sell or convey the Property, in whole or in part, or any interest in that Property or by some act or means divest themselves of title to the Property without obtaining the written consent of Mortgagee, then Mortgagee, at its option, may declare the entire balance of the loan plus interest on the balance immediately due and payable. This option shall not apply if (1) the sale of the Property is permitted because the purchaser's creditworthiness is satisfactory to Mortgagee and (2) that purchaser, prior to the sale, has executed a written assumption agreement containing terms prescribed by Mortgagee including, if required, an increase in the rate set forth in the Agreement.

AND it is hereby expressly provided and agreed, that if any action, suit, matter or proceeding be brought for the enforcement of this Mortgage or the Note/Agreement, and if the plaintiff or lien holder in that action, suit or proceeding shall recover judgment in any sum, the plaintiff or lien holder also shall recover, as reasonable counsel fees, 15% of the amount of principal and interest, which counsel fees shall be entered, allowed and paid as part of the decree or judgment in that action, suit or proceeding.

THE covenants herein contained shall bind and the benefits shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, Mortgagors have hereunto set their hands and seals the day and year aforesaid.

Signed, sealed and delivered in the presence of:

*Teresa A. Shimp-Pierce*  
*Michelle [Signature]*

*Iva Henry* (SEAL)  
*James W. Henry* (SEAL)

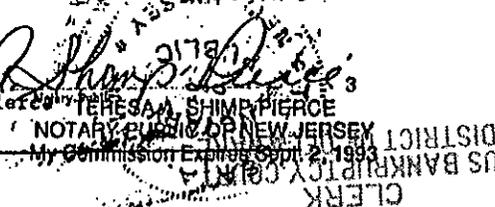
STATE OF New Jersey )  
 ) ss.:  
 COUNTY OF Salem )

ACKNOWLEDGMENT

BE IT REMEMBERED, that on this 5th day of March, 1992, personally came before me, the subscriber, a Notary Public for the County and State aforesaid, Iva Henry and James W. Henry, parties to this Mortgage, known to me personally to be such, and they acknowledged this Mortgage to be their free act and Deed.

GIVEN under my hand and Seal of Office, the day and year aforesaid.

*Teresa A. Shimp-Pierce*  
 Teresa A. Shimp-Pierce



STATE OF DELAWARE )  
 ) ss.:  
 COUNTY OF )

RECORDED in the office for the Recording of Deeds, etc., at \_\_\_\_\_ in and for the said County of \_\_\_\_\_ in Mortgage Record \_\_\_\_\_, Vol. \_\_\_\_\_, Page 25  
 the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

WITNESS my Hand and Seal of said office.

Recorder

2000 APR - 3 P 25

FILED

Dear Borrower: Please read these forms and ask any questions you may have. We are using the words **I, you and yours** to mean all persons signing the Loan Agreement as a Borrower. The words **we, us and our** refer to Beneficial, the Creditor.

### Disclosure of Credit Costs

Creditor:

**BENEFICIAL NEW JERSEY INC.**  
d/b/a Beneficial Mortgage Co.  
250 S BROADWAY  
PENNSVILLE NJ 08070

Phone Number: (608)678-6101

Account Number: 26749814

Itemization of the AMOUNT FINANCED of \$ 30894.50

\$ 504.25 Amount Given to you directly by us  
(Check to you)

\$ 20491.28 Amount paid on your account  
(Net Balance-Prior Account)

\$ 10854.47 Amount paid to others on your behalf  
(Sum of Items A and B below)

A. Schedule A Subtotal \$ 9425.22

B. Schedule B Subtotal \$ 473.75

\$ 955.50 Prepaid Finance Charge

↓ Your Name & Mailing Address ↓				↓ Residence Address if not the same ↓		
HENRY,,IVA M,JAMES W 1110 W 7TH ST WILMINGTON,DE,19802						
Date of Loan 03/05/92	1st Due Date 04/10/92	Final Due Date 03/10/07	Month. Instals. \$467.78	Final Instal. \$467.78	To be paid in 180 Instalments	All Monthly Instalments are due on the same day of the month as the 1st Due Date.
AMOUNT FINANCED: The amount of credit provided to you or on your behalf. <b>\$30894.50</b>				FINANCE CHARGE: The dollar amount the credit will cost you, if you pay as scheduled. <b>\$53305.90</b>		
TOTAL OF PAYMENTS: The amount you will have paid when you have made all payments as scheduled. <b>\$84200.40</b>				ANNUAL PERCENTAGE RATE: The cost of your credit as a yearly rate. <b>16.65 %</b>		

**Credit Insurance:** Credit life insurance and credit disability insurance are not required to obtain credit. Insurance will not be provided unless you agree to pay the additional cost by signing below.

\*Annual Cost: If elected, the insurance protection is payable in monthly instalments (See Loan Agreement). Below we are disclosing the Annual Cost of that protection (12 x Monthly Insurance Charge) in compliance with Section 226.4 (d)(11) of Regulation Z issued under the federal Truth-in-Lending Act.

#### CREDIT INSURANCE

Type	Annual Cost*	Signature
Life <input type="checkbox"/> Single <input checked="" type="checkbox"/> Joint	\$ _____	<input type="checkbox"/> I want Single Life Insurance <input type="checkbox"/> I want Single Life and Single Disability Insurance <input checked="" type="checkbox"/> I want Joint Life Insurance <input type="checkbox"/> I want Joint Life and Single Disability Insurance  <input checked="" type="checkbox"/> I want Joint Life Insurance
Disability	\$ _____	
Joint Life	See Cost Above Alongside Life	

*IVA M. Henry*  
 First Borrower's Signature  
*James W. Henry*  
 Second Borrower's Signature (if applicable)

**Property Insurance:** You may obtain property insurance from anyone you want, if you obtain the insurance through us, you will pay the Real Estate Loan Insurance (RELI) Premium of \$ \_\_\_\_\_ (Annual Cost\*).

**Prepayment:** If you pay off early, you will not have to pay a penalty and you will not be entitled to a refund of any part of the Prepaid Finance Charge Included in the Finance Charge.

**Late Charge:** If your payment is late (not paid within 10 days after the due date) you will be charged a late charge equal to 5% of the Monthly Instalment.

**Security:** You are giving us a First Mortgage security interest in your real property which  is  is not being purchased with the proceeds of this loan.

You have received an Itemization of the Amount Financed.

See your Loan Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date.

SCHEDULE A		SCHEDULE B—REAL PROPERTY FEES	
To: Beneficial New Jersey	\$ 1775.38	Recording Fee - Mortgage	\$ 24.00
To: De Alliance Credit	\$ 6029.35	Recording Fee - Cancellation of Mortgage (present)	\$ NONE
To: New Castle Co. Tax Office	\$ 1069.48	Appraisal Fee	\$ 250.00
To: City of Wilmington Tax	\$ 351.01	Title Search Fee	\$ 120.00
To: Pawtucket Insurance	\$ 201.00	Abstract of Title Fee	\$ NONE
To:	\$ NONE	Title Insurance Premium	\$ 79.75
To:	\$ NONE	Cancellation of Mortgage Service Fee	\$ NONE
To:	\$ NONE	Survey Fee	\$ NONE
To:	\$ NONE	Credit Report Fee	\$ NONE
To:	\$ NONE	Schedule B Total (shown as Item 2 on Page 1)	\$ 473.75
To:	\$ NONE		
Broker Fee	\$ NONE		
Loan Document Preparation Fee	\$ NONE		
Subtotal Schedule A	\$ 9425.22		
Check to you	\$ 504.25		
Schedule A Total	\$ 9929.47		

BROKER FEE — If an amount is entered above in Schedule A as a Broker Fee, that Fee has been paid to:

\_\_\_\_\_ (name) \_\_\_\_\_ for services rendered.  
 \_\_\_\_\_ (address)

**LOAN AGREEMENT**

\$ 30894.50	Amount Financed plus	\$ 19.11	Monthly Life Ins. Charge
\$ 955.50	Loan Origination Fee equals	\$ 0.00	Monthly Disability Ins. Charge
\$ 31850.00	<b>ACTUAL AMOUNT OF LOAN</b>	\$ 0.00	Monthly RELI Charge
16.0000	% Per Year — Rate of Charge	\$ 486.89	Monthly Instalment (Monthly Insurance Charges, Interest and Principal)

Rate at which Loan Origination Fee is calculated  
3.00 % per day.

**PROMISE TO PAY:** You promise to pay us the Actual Amount of Loan shown above plus interest. You will pay a Monthly Instalment on the 1st Due Date and on the same day of every month until the Final Due Date when you will pay the Final Instalment. In any case, the Final Instalment will include the unpaid balance of the Actual Amount of Loan plus interest that has become due.

**INTEREST:** The interest is calculated at the time of each payment on the then unpaid balance of the Actual Amount of Loan at the Rate of Charge shown in the box to the right above.

LOAN AGREEMENT (continued)

LOAN ORIGATION FEE: You will pay a nonrefundable Loan Origination Fee. The Loan Origination Fee is calculated at the rate shown in the top box to the right above on the Actual Amount of Loan for a period of one day only. This day is the day we extend credit to you.

INTEREST AFTER FINAL DUE DATE: If you have not paid the loan in full on the Final Due Date, you will pay interest at the Rate of Charge until payment in full.

LATE CHARGE: We will charge you a Late Charge if you do not pay a Monthly Instalment within 10 days after its due date. The Late Charge is 5% of the Monthly Instalment and may be deducted from any payment made.

PAYMENT IN ADVANCE: You may prepay the loan in full or in part at any time. If you do not repay the loan in full, you will continue to pay Monthly Instalments each month.

PROPERTY INSURANCE: You will keep the Property securing this loan insured against loss by fire or other risks and deliver to us a loss payable endorsement showing us as the "mortgagee".

ADVANCES UNDER MORTGAGE: If we make payment for taxes, assessments, water or other charges or insurance premiums and you do not repay us at once, we may require you to pay interest on this amount at the Rate of Charge. We also may add this amount to the unpaid balance of the Actual Amount of Loan.

COLLECTION EXPENSES: You will pay our attorney's fees and collection expenses to the extent reasonable when we refer this Loan Agreement to an attorney for collection. You also will pay all costs of foreclosure (cutting off your rights to the Property) and sale.

FEE FOR CHECK RETURNED UNPAID: If you give us a check that is returned unpaid, you will pay a fee of 5% of the amount of the check.

DEFAULT: If you fail to make any payment within 30 days after it becomes due or fail to comply with the terms of the Mortgage, we can demand immediate payment of the entire amount you owe.

SECURITY: You are giving us a security interest in your real property -- First Mortgage.

APPLICABLE LAW: This loan is made at an agreed rate authorized by Section 501(a), Part A, Title V, Public Law 96-221, Section 1735F-7 note, Title 12, United States Code.

Witness: Leena G. Perce

Mrs. Iva M. Henry 3/5/92 (Seal)  
Signature of First Borrower

Witness: Michelle D. Thibe

James W. Henry (Seal)  
Signature of Second Borrower (if applicable)

Witness: \_\_\_\_\_

\_\_\_\_\_  
Signature of Third Borrower (if applicable) (Seal)

Witness: \_\_\_\_\_

\_\_\_\_\_  
Signature of Co-Owner of Property Securing this Loan (if applicable) (Seal)

CREDIT PROTECTION INFORMATION

Credit Life and Disability Protection: The credit life and credit disability protection is written by The Central National Life Insurance Company of Omaha which is affiliated with us. We will not act as agent, broker or fiduciary for you on the loan and we may obtain some benefit from the sale of the credit protection.

PROPERTY PROTECTION INFORMATION  
NOTICE TO BORROWER

YOU MAY BE REQUIRED TO PURCHASE PROPERTY INSURANCE AS A CONDITION OF RECEIVING THE LOAN.  
IF PROPERTY INSURANCE IS REQUIRED, YOU MAY SECURE INSURANCE FROM A COMPANY OR AGENT OF YOUR OWN CHOOSING.

PURCHASE OF PROPERTY PROTECTION THROUGH CREDITOR: Any property protection purchased through us will be written by  American Centennial Insurance Company (ACIC) or  Wesco Insurance Company (Wesco). One of our employees is an agent of ACIC or Wesco and that employee is not acting as agent, broker or fiduciary for you on this transaction. The agent of ACIC or Wesco, us or an affiliate may realize some benefit from the sale of property insurance.