

Figure: 7 TAC §90.304(a)(7)

CONSUMER CREDIT DISCLOSURE – PROMISSORY NOTE

ACCOUNT / CONTRACT NO. _____ DATE OF NOTE _____
 CREDITOR / LENDER _____ BORROWER _____
 ADDRESS _____ ADDRESS _____

"I" and "me" means each person who signs as a Borrower. "You" means the Lender.

| | | | |
|---|---|--|--|
| 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 after I have made all payments as scheduled. \$ |
|---|---|--|--|

My Payment Schedule will be:

| Number of Payments | Amount of Payments | When Payments Are Due |
|--------------------|--------------------|-----------------------|
| | | |
| | | |

Security: You will have a security interest in the following described collateral _____.
 Late Charge: If any part of a payment is unpaid for 10 days after it is due, (Option 1:) the late charge will be 5% of the scheduled payment. OR (Option 2:) you can charge me a late charge. If the amount financed is less than \$100, the late charge will be 5% of the amount of the installment. If the amount financed is \$100 or more, the late charge will be the greater of \$10 or 5% of the amount of the installment.
 Prepayment: If I pay off early, I may be entitled to a refund of part of the finance charge.
 Additional Information: See the contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

| ITEMIZATION OF THE FINANCE CHARGE | |
|--|----------|
| Acquisition Charge..... | \$ _____ |
| Installment Account Handling Charge..... | \$ _____ |

| ITEMIZATION OF THE AMOUNT FINANCED | |
|--------------------------------------|----------|
| Previous Account.....# | _____ |
| Late Charge on Previous Account..... | \$ _____ |
| Previous Balance..... | \$ _____ |
| Less Refund..... | \$ _____ |
| Net Balance Renewed..... | \$ _____ |
| Cash to me..... | \$ _____ |
| Amount Financed..... | \$ _____ |

I promise to pay the Total of Payments to the order of you, the Lender. I will make the payments at your address above. I will make the payments on the dates and in the amounts shown in the Payment Schedule. If I don't pay all of the payment within 10 days after it is due, you can charge me a late charge. (Option 1:) The late charge will be 5% of the scheduled payment. OR (Option 2:) If the amount financed is less than \$100, the late charge will be 5% of the amount of the installment. If the amount financed is \$100 or more, the late charge will be the greater of \$10 or 5% of the amount of the installment. If I don't pay all I owe when the final payment becomes due, I will pay interest on the amount that is still unpaid. That interest will be at a rate of 18% per year and will begin the day after the final payment becomes due.

I can make a whole payment early. The acquisition charge on this loan will not be refunded if I pay off early. If I pay all I owe before the beginning of the last monthly period, I will save part of the installment account handling charge. You will figure the amount I save by the sum of the periodic balances method. This method is explained in the Finance Commission rules. You don't have to refund or credit any amount less than \$1.00.

If I ask for more time to make any payment and you agree, I will pay more interest to extend the payment. The extra interest will be figured under the Finance Commission rules. I agree to pay you a fee of up to \$30 for a returned check. You can add the fee to the amount I owe or collect it separately.

If I break any of my promises in this document, you can demand that I immediately pay all that I owe. You can also do this if you in good faith believe that I am not going to be willing or able to keep all of my promises. I agree that you don't have to give me notice that you are demanding or intend to demand immediate payment of all that I owe.

If I am giving collateral for this loan, I will see the separate security agreement for more information and agreements.

I will keep all of my promises in this document. If there is more than one Borrower, each Borrower agrees to keep all of the promises in the loan document. I promise that all information I gave you is true.

If you don't enforce your rights every time, you can still enforce them later. Federal law and Texas law apply to this contract. I don't have to pay interest or other amounts that are more than the law allows.

Any change to this agreement has to be in writing. Both you and I have to sign it. You can mail any notice to me at my last address in your records. Your duty to give me notice will be satisfied when you mail it.

This lender is licensed and examined by the State of Texas – Office of Consumer Credit Commissioner. Call the Consumer Credit Hotline or write for credit information or assistance with credit problems: Office of Consumer Credit Commissioner, 2601 North Lamar Boulevard, Austin, Texas 78705-4207; www.occ.state.tx.us; (800) 538-1579.

X _____
Borrower

X _____
Co-Borrower

Reciba la Forma Informa de Prestamo _____
I received the Spanish Disclosure.