

Figure: 7 TAC §90.204(a)(9)

SECURITY AGREEMENT

ACCOUNT / CONTRACT NO. _____

DATE OF NOTE _____

CREDITOR / LENDER _____

BORROWER _____

ADDRESS _____

ADDRESS _____

“I” and “me” mean each person who signs as a Borrower. “You” means the Lender/Secured Party.

We are entering into this security agreement at the same time that we are entering into a loan.

In exchange for the loan referenced above, I agree to the following terms and conditions:

1. To secure this loan, I give you a security interest in the collateral. The collateral includes the property listed below, improvements and attachments to the property, insurance refunds, and proceeds.
2. I own the collateral. I won't sell or transfer it without your written permission. I won't allow anyone else to have an interest in the collateral except you.
3. I will keep the collateral at my address shown above. I will promptly tell you in writing if I change my address. I won't permanently remove the collateral from Texas unless you give me written permission.
4. I will timely pay all taxes and license fees on the collateral. I will keep it in good repair. I won't use the collateral illegally.
5. Any change to this security agreement has to be in writing. Both you and I have to sign it.
6. Any default under my agreements with you will be a default of this security agreement.
7. If there is a default, you can take the collateral. You will only do this lawfully and without a breach of the peace. If you take my collateral, you will tell me how much I have to pay to get it back. If I don't pay you to get the collateral back, you can sell it or take other action allowed by law. You will send me notice at least 10 days before you sell it. My right to get the collateral back ends when you sell it. You can use the money you get from selling it to pay amounts the law allows and to reduce the amount I owe. If any money is left, you will pay it to me. If the money from the sale is not enough to pay all I owe, I must pay the rest of what I owe you plus interest.

DESCRIBE THE COLLATERAL COVERED BY THIS SECURITY AGREEMENT:

Borrower acknowledges receipt of a signed copy of this Security Agreement, signed this _____ day of _____, 20_____.

Accepted by Secured Party:

X _____
Borrower / Debtor

By: _____

X _____
Co-Borrower / Debtor

Name & Title: _____