

APPLICATION FOR RETAIL CREDIT



**Personal
Finance
Company LLC**

INITIAL THE TYPE OF CREDIT REQUESTED. NOTICE TO MARRIED APPLICANTS: YOU HAVE THE RIGHT TO APPLY FOR A SEPARATE ACCOUNT IN YOUR NAME.

Individual Credit: _____ Complete sections A, C & D if only the applicant's income is considered for loan approval.
Complete sections A, B, C & D if you are relying on income from alimony, child support or separate maintenance or on the income or assets of another person as the basis for repayment of the credit requested.

Joint Credit: _____ Complete sections A, B, C & D if you intend to apply for joint credit making your co-applicant contractually liable for repayment of the loan.

Co-Signer: _____ Complete sections A, C & D if you will be contractually liable for repayment as a cosigner for another applicant.

A. APPLICANT'S PERSONAL INFORMATION Check here if you are applying to become a Co-Signer

Name (First, Middle Initial, Last)	Date of Birth	Social Security No.	Home Phone	Cell Phone
Present Address (Street, City & Zip Code)	Date of Res.	Present Landlord or Mortgage Holder (Name/Phone)		Monthly Payment
Present Employer (Name & City)	Date Employed		Employer Phone	Monthly Net Pay

OTHER INCOME NOTICE: Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation: Source of other income: \$ _____

B. CO-APPLICANT'S PERSONAL INFORMATION

Name (First, Middle Initial, Last)	Date of Birth	Social Security No.	Home Phone	Cell Phone
Present Employer (Name & City)	Date Employed		Employer Phone	Monthly Net Pay

C. OTHER INFORMATION AND REFERENCES

Are you obligated to make alimony or child support payments? Yes or No (If so, how much \$ _____ per mo.)

Do you pay childcare expenses? Yes or No (If so, how much \$ _____ per mo.)

Auto #1	Monthly Payment	Auto #2	Monthly Payment
Name of Personal Reference	Present Address (City and Zip)	Home Phone	Relationship
Name of Personal Reference	Present Address (City and Zip)	Home Phone	Relationship
Retail Dealer Name:	Balance to Finance	Financing Terms:	

D. LOAN APPLICATION SIGNATURES

All the information in this application is true. I understand that Section 1014 Title 18 U.S Code makes it a federal crime to knowingly make a false statement on this application. **You have my (our) permission to verify all information provided in this application. This includes, but is not limited to, contacting present and previous employers for employment verification.** You may retain this application even if not approved. I understand that you may receive information from others about my credit and you may answer questions and requests from others seeking credit or experience information about me or my accounts with you. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. PFC further authorize you to send me, from time to time and at your discretion, an opportunity to participate in other loan programs; including a loan by mail program by forwarding a negotiable check and related documents. If I choose not to receive this information, I will contact you to remove my name from your mailing list. I consent that upon denial, you may make appropriate Fair Credit Reporting Act disclosures to all applicants. (If application is for two of us, this statement applies to both of us).

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: when you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Signature of Applicant X	Date	Signature of Co-Applicant/Co-Signer X	Date
Type of Verification: Driver's License ID: # Other Government Issued Photo ID:	Type of Verification: Driver's License ID: # Other Government Issued Photo ID:		Type of ID/#
Identification verified by:		Identification verified by:	

ADDITIONAL TERMS AND CONDITIONS

PROMISE TO PAY: This is a precomputed contract. You promise to pay to Seller the Total of Payments in consecutive monthly payments as disclosed in the payment schedule on the reverse side.

PREPAYMENT: Buyer(s) has the right to pay this contract in full at any time. If the contract is for a term of 61 months or less and if the contract is prepaid in full prior to the final installment due date hereof by any means, a portion of the precomputed charges shall be refunded or credited to the buyer(s) Such refund shall represent at least as great a proportion of the precomputed charges as the sum of the periodic balances scheduled to follow the computation period in which prepayment occurs bears to the sum of all periodic balances under the schedule of installments in the contract. If this contract is for a term of more than 61 months and if the contract is prepaid in full prior to the final installment due date hereof by any means such refund will be computed on an actuarial basis as defined in the Indiana Consumer Credit Code. In the event of any prepayment of a contract, the creditor may collect the minimum Finance Charge of \$42 as if earned. This amount is subject to change as provided in the Indiana Code Sec. 24-4.5-1-106 and Sec. 24-4.5-2-201. In no instances will a rebate of less than \$1 be made.

DEFAULT CHARGES: On any payment or portion of payment that is more than ten (10) days late, Creditor may assess a delinquency charge as provided above. Such charge may be collected only once on an installment however long it remains in default and may be collected at the time it accrues or at any time thereafter.

DEFERMENT CHARGE If a payment is in default ten (10) days or more, Seller or assignee may unilaterally defer all or part of one or more payments and collect a deferral charge at a rate not exceeding the Annual Percentage Rate (as disclosed on page one) applied to the amount or amounts deferred for the period of the deferral.

ADDITIONAL AGREEMENTS OF BUYERS

THE BUYER REPRESENTS AND WARRANTS THE FOLLOWING: (1) The buyer warrants that the address shown at the beginning of this agreement is the buyer's residence address; (2) If this agreement is assigned by the Seller, any assignee shall be entitled to all rights of the Seller; (3) The Buyer shall not sell or offer to sell or otherwise transfer or encumber the Goods or any interest therein without prior written notice to the Seller; (4) No financing statement covering any of the Goods or any proceeds thereof is on file in any public office. The Buyer shall immediately notify the Seller in writing of any change of address from that shown in this agreement and shall upon demand furnish to the Seller such further information and shall execute and deliver to the Seller such financing statements and other papers and shall do all such acts as the Seller may at any time deem necessary or appropriate to establish and maintain a perfected security interest in the Goods as security for the Buyer's obligations. The buyer authorizes the Seller to file such financing statements, signed only by the Seller, as the Seller deems necessary to perfect the Seller's security interest hereunder; (5) The Buyer shall keep the Goods at all times insured against risks of loss or damage by fire (including extended coverage), theft, collision (in the case of motor vehicles), and such other casualties as the Seller may reasonably require, all in such amounts, under such forms of policies, for such periods and written by such companies as the Seller may approve losses in all cases to be payable to the Seller and the Buyer as their interests may appear. All policies of insurance shall provide for at least ten (10) days prior written notice of cancellation to the Seller, and the Buyer shall furnish the Seller evidence satisfactory to the Seller as to compliance with the provisions of this paragraph. The Seller may act as attorney for the Buyer in making, adjusting and setting claims and canceling such insurance and indorsing the Buyer's name on any drafts drawn by insurers of the Goods; (6) The Buyer shall keep the Goods free from any adverse lien, security interest or encumbrance and in good order and repair. Shall not waste or destroy the Goods and shall not use the Goods in violation of any applicable statute or ordinance or policy of insurance thereon. The Seller may examine and inspect the goods at any reasonable time wherever located; (7) Until default, the Buyer shall be entitled to possession of the Goods and may use them in any lawful manner not inconsistent with this agreement; (8) This agreement and the security interest in the Goods created hereby shall terminate when the Buyer's obligations have been paid in full. No waiver by the Seller of any default shall be effective unless in writing, nor operate as a waiver of any other default nor of the same default on future occasion; (9) If and to the extent that applicable law confers any rights or imposes duties inconsistent with or in addition to any of the provisions of this agreement, the affected provisions shall be considered amended to conform thereto, but all other provisions hereof shall remain in full force and effect; (10) On default in the payment of any sum due under this contract or in the performance of any condition of this contract, the remaining amount owing under this contract shall immediately become due and payable and Seller and assigns may repossess the described property with or without legal process, and dispose of such property at either public or private sale in accordance with the provisions of the Uniform Commercial Code and the Consumer Credit Code as provide by law in the State of Indiana; (11) Buyer warrants, covenants and agrees that the property covered hereby is not now, or is not to be affixed or related to realty as to become a part thereof, and that said property is or is to be used by Buyer primarily for personal, family or household purposes; (12) Buyer agrees the described property will not be moved from the address shown without prior written consent of the Seller or assigns; (13) To the extent permitted by law, Buyer agrees to pay reasonable attorney's fees, court costs and collection costs, after default and referral to an attorney not a salaried employee of the Seller or his assignee; (14) In the event the undersigned tenders a check in payment of any amount due under this contract, and upon presentment to the named drawee, such check is returned due to insufficient funds or credit, the holder of this contract, in addition to the assessment of the aforesaid delinquency charge, if any, shall have the right to assess against the undersigned an additional charge for the dishonor of the returned item to sum of \$25.00; (15) This contract contains the entire agreement of the parties and no warranties or representations express or implied are made by Seller unless endorsed heron.

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.

ASSIGNMENT

FOR VALUE RECEIVED, Seller hereby sells, assigns and transfers to **PERSONAL FINANCE COMPANY, LLC, ASSIGNEE,** its successors and assigns, all of Seller's right, title and interest in and to the within contract and the goods described therein. To induce Assignee to purchase said contract, Seller represents and warrants to Assignee (1) that the within contract is valid and genuine and correctly states the terms of the retail installment transaction between Seller and Buyer; (2) that the goods described have been delivered to and accepted by the Buyer; (3) that the down payment was paid in full, in cash or in trade, and that no part was loaned to Buyer by Seller or was obtained by extension of credit to Buyer; (4) that Seller had the right to sell said goods to Buyer and that the goods are free of all liens, claims and encumbrances; (5) that no notice of any defense or right of action has been received by Seller from Buyer nor has Seller any knowledge of any fact that would impair the validity of the contract; (6) that Seller has the right to sell and assign this contract to Assignee; (7) that all Buyers and Guarantors have legal capacity to contract; (8) that on the date of the contract Seller executed and delivered to each Buyer a completed copy of the contract and to each Guarantor completed copies of the contract; (9) that Seller has complied with all other requirements of the Federal Truth in Lending Act, Regulation Z, the Federal Equal Credit Opportunity Act and the Indiana Uniform Commercial Code and the Consumer Credit Code and the Federal Trade Commission Trade Regulation Rule and all other applicable State and Federal laws rules and regulations; (10) and that the sale was made at Seller's place of business and was not a door-to-door sale within the definition of the Federal Trade Commission Trade Regulation Rule. If any of the foregoing representations and warranties is breached, Seller agrees to repurchase the within contract for the unpaid balance and all other indebtedness then due from Buyer together with reasonable attorney's fees, costs and expenses incurred by Assignee. Seller further agrees that, in the event any claim or defense is asserted by the Buyer against Assignee, Seller shall, on demand, repurchase the within contract for cash at a price equal to the balance remaining unpaid on said contract; and Seller shall indemnify and hold Assignee harmless from any and all liability that may result at any time from any claim asserted by Buyer for recovery of amounts paid arising out of any promise, representation or warranty made by Seller or the manufacturer to Buyer. Seller hereby authorizes irrevocably any attorney of any Court of Record to appear for Seller in such Court, in term time or in vacation, at any time hereafter, and to waive the issuance and service of process and to confess judgment in favor of the holder hereof for the amount then due heron, together with the costs of suit and reasonable attorneys' fees and to release and waive all errors that my intervene and consent to immediate execution thereon.

Dated: _____

Seller

By: _____
Authorized Signature Date

