



Baptist Health

FEDERAL CREDIT UNION

Print and fill the application.

Turn it in at a branch, via email memberservice@bhsfcu.org, or fax it to 786-901-7747.

MEMBER INFORMATION

Name: _____

Account Number: _____

Social Security Number: _____

Date of Birth: _____

Home Phone Number: _____

Mobile Number: _____

Home Address: _____

EMPLOYEMENT INFORMATION

Employer: _____

Date of Employment: _____

Position/Title: _____

Work Number: _____

Supervisor: _____

Department: _____

Work Address: _____

NCCL – 6 Months

(No Credit Check Loan)

REQUIREMENTS

- Applicant must be a member of the Credit Union for 90 days or more
- Must have employment or retirement/disability income.
- Direct deposit required to cover loan payment.
- Credit Union accounts must be in good standing.
- Only one (1) NCCL Loan at a time.
- **For Paid-Off NCCLs there is a Mandatory 24 Hour Waiting Period to apply for a new NCCL.**

LOAN TERMS

Loan Amount:	<u>\$500</u>
Annual Percentage Rate:	<u>24%</u>
Loan Term:	<u>6 Months</u>
Non-Refundable Fee:	<u>\$20.00</u>
Payment Options:	<u>\$42.00 Biweekly</u>
	or
	<u>\$90.00 Monthly</u>

By signing below you agree to make payments of the amount and at the time shown in the Loan Details section above. You also agree to pay a \$20.00 non-refundable processing fee at the time of the application.

Signature: _____

Date: _____



13200 SW 128th St., Suite C1
Miami, FL 33186-5826
Phone: (786) 257-2300
www.baptisthealthfcu.org

LOAN AGREEMENT AND CONSUMER CREDIT DISCLOSURE STATEMENT ("Agreement")

You promise to pay the amount borrowed, plus interest, other permitted charges and fees to the order of Baptist Health South Florida Federal Credit Union ("Lender") or assignee, according to the terms of this Agreement (including those set forth in the Federal Truth-In-Lending Disclosure). Numbers, phrases or words preceded by a ☐ are applicable only if the ☐ is marked, e.g. ☒.

In this Agreement, the use of the words "Lender," "We," "Us" and "Our" mean Baptist Health South Florida Federal Credit Union. The Borrower(s) and any Co-Signer(s) of the Agreement, individually and collectively, are sometimes referred to as "You" or "Your." (e) means estimate, (n/a) means not applicable

Borrower(s):

Lender:
Baptist Health South Florida FCU
13200 SW 128th St., Ste C1
Miami, FL 33186

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of Your credit as a yearly rate.	The dollar amount the credit will cost You.	The amount of credit provided to You or on Your behalf.	The amount You will have paid when You have made all scheduled payments.
24.00 %	\$ 32.60 (e)	\$ 500.00	\$ 532.60 (e)

Date	Account Number

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
5	\$ 90.00	Monthly Beginning on:
1	\$ 85.60	Ending on:

You may obtain property insurance from anyone You want that is acceptable to the Lender.

Assumability: Your loan is not assumable.

Security: You are giving a security interest in:

- ☒ The goods or property being purchased.
☒ Personal property (other than household goods or any dwelling) securing other loans with Us.
☒ Your present and future shares or deposits in the Credit Union.
☐ Other

Late Charge: If Your payment is 15 or more days late, You will be charged the lesser of \$30.00 or 15.00% of the payment due.

Filing Fee \$ Non-Filing Insurance \$

See Your contract documents for any additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

Simple Interest Rate of 24.00 % per Annum.

Itemization of Amount Financed of	Amount Paid to Others on Your Behalf:
Amount Given to You Directly \$ 500.00	
Amount Paid on Your Account	

Florida Documentary Stamp Tax in the amount of \$ has or will be paid. Certificate of Registration Number

Insurance: Credit Life and Credit Disability Insurance are not required to obtain credit and will not be provided unless You agree to pay the additional cost and sign below.

Type	Premium	Signature – Check and Sign	Age/Birth Date
SINGLE DECREASING LIFE	N/A	Single Decreasing Credit Life Insurance ☐ You Want ☐ You Do Not Want	Borrower:
JOINT DECREASING LIFE	N/A	Joint Decreasing Credit Life Insurance ☐ You Want ☐ You Do Not Want	
DISABILITY	N/A	Credit Disability Insurance ☐ You Want ☐ You Do Not Want	Co-Borrower:
		Signature	

Security Interest. To secure all obligations of Borrower(s) hereunder to the Lender, You give a security interest and lien in and upon the following property, including any and all accessions, related insurance proceeds or insurance premium refunds.

Year	Make	Model	V.I.N./Serial No.	Key/Lic. No.
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Other

Further paragraphs of this Agreement are set forth on the separate page titled "Additional Provisions of the Loan Agreement," and You agree to be bound by all of the provisions of this Agreement.

Signatures: You have signed this Agreement on and You acknowledge that You have read it, that You understand it, and that You have received a completely filled-in copy of it.

X

Signature of Borrower

Date

X

Signature of Borrower ☐ Owner of Collateral (other than Borrower)

X

Signature of Borrower ☐ Owner of Collateral (other than Borrower)

X

Signature of Borrower ☐ Owner of Collateral (other than Borrower)

Co-Signer: You understand that You are fully liable to pay any amounts due under this Agreement. Lender does not have to make any demand on any other person obligated under this Agreement, nor take any steps to repossess any Collateral before demanding that You pay any amount. You have read this entire Agreement, You understand it, and You agree to be bound by all of the terms.

Name of Co-Signer (Please Print)

X

Signature of Co-Signer

Date

Street Address

City

County

State

Zip

ADDITIONAL PROVISIONS OF LOAN AGREEMENT

1. **LIABILITY OF PARTIES.** Each person who signs this Agreement as a Borrower or Co-Signer agrees to be individually and jointly obligated to pay Your loan in accordance with the terms and conditions of this Agreement. Any person who signs this Agreement and checks the box preceding "Owner of Collateral (other than Borrower)" does so voluntarily and solely to give a security interest in the Collateral shown in the Security Interest section in this Agreement, but is not personally liable for any indebtedness created by this Agreement.
2. **INTEREST.** Interest will be charged on the unpaid balance of Your loan at the Simple Interest Rate designated in this Agreement, beginning on the date of such Agreement and continuing each day thereafter until Your balance is paid in full ("Agreement Maturity Date"). Any payment may be made early without penalty, and any early payments will have the result of reducing the total amount of interest paid. Any payment made after the due date will have the result of increasing the total amount of interest paid, and depending on the number of days elapsed between payment(s) the amount of Your scheduled payment may be insufficient to pay the amount of interest that has accrued (Negative Amortization).
3. **PAYMENTS.** Your payments are to be made in lawful money of the United States according to the Payment Schedule in this Agreement. To the extent permitted by law, payments will first be applied to all costs of collection (including, but not limited to, attorneys' fees), then to any unpaid late charges, then to unpaid interest due, then to the principal balance. Any partial prepayment of Your loan will not delay Your next scheduled payment. Due to the manner in which interest is calculated under this Agreement, paying only the scheduled payment(s) due may not be sufficient to fully amortize Your unpaid Account balance by the Agreement maturity date, in which case, you will be required to pay Your entire remaining balance in a single balloon payment on the Agreement Maturity Date.
4. **COLLATERAL.** Lender has been granted a security interest or lien in or upon the Collateral designated in this Agreement or in a separate document such as a Security Agreement, Assignment, Pledge or similar document (the subject matter of such a security interest or lien is referred to as "Collateral" in this Agreement). Except for the Lender's security interest or lien, the Collateral is owned free and clear from any adverse claim, security interest or encumbrance other than as now disclosed to the Lender. Without the express written consent of the Lender, no other liens, security interests or encumbrances will be allowed to attach to the Collateral. You agree to inform the Lender immediately if the Collateral is to be moved from Your address shown in this Agreement or at such other address at which You have informed the Lender the Collateral is now located. The Collateral shall not be sold or ownership otherwise transferred and at all times the Collateral shall be kept in good repair. The Collateral shall not be used for any unlawful purpose. The Lender shall receive the full cooperation of the Borrower, Co-Signer or Owner in obtaining everything that We require to place and/or maintain Our security interest in and/or lien on the Collateral. The Lender may examine and inspect the Collateral at any time wherever located. All taxes or assessments on the Collateral shall be paid as they come due, and if not paid, the Lender may pay them and shall be entitled to reimbursement or, alternatively, to add any amount so paid to the unpaid balance of Your loan subject to the applicable interest rate.

Collateral (other than household goods or any dwelling) given as security under this Agreement or for any other loan You may have with Us will secure all amounts You owe Us now and in the future if that status is reflected in the "Truth-in-Lending Disclosure" in any particular Agreement evidencing such debt.

5. **LIEN ON SHARES.** If shares or deposits are pledged as Collateral for this loan, You understand that the balance in Your account(s) on deposit with the Credit Union must be kept at least equal to the balance of Your loan until Your loan is repaid in full. We may, however, permit You to maintain or reduce Your account balances below Your loan balance. If You are in default, the Credit Union may apply all shares (except Keogh Accounts and IRA Accounts) then on deposit to Your loan up to an amount sufficient to repay Your loan.
6. **PROPERTY INSURANCE.** You promise to maintain property insurance in an amount necessary to protect Our security interest in the Collateral, with Us named as loss payee for Our protection. Such insurance shall protect against loss by fire, theft and collision. You may provide the required property insurance through an existing policy or by a policy You independently obtain and pay for from a person of Your own choosing, providing such person is reasonably acceptable to Us. You agree to deliver satisfactory evidence of the insurance policy to Us within any time period specified in any notice from Us or on Our behalf. If You do not get or keep this insurance, We may, at Our sole option, obtain insurance to protect Our interest and add its costs to Your loan and You agree to pay for it (by such means as increasing Your payment or increasing Your loan term). We are under no obligation to obtain insurance on Your behalf. If We do obtain insurance, the cost of obtaining that insurance may be added to Your loan balance, subject to the applicable interest rate. We have the authority to obtain, adjust, settle or cancel insurance and may endorse any party's name on any draft.
7. **DEFAULT.** Your loan shall be in default if any of the following occurs: (a) You do not make any payment or perform any obligation under this Agreement or any other Agreement that You may have with the Credit Union; or (b) You have made a false or misleading statement in Your credit application and/or in Your representations to the Credit Union while You owe money on this loan; or (c) You should die, or be involved in any insolvency, receivership or custodial proceeding brought by or against You; (d) a judgment or tax lien should be filed against You or any attachment or garnishment should be issued against any of Your property or rights, specifically including anyone starting an action or proceeding to seize any of Your funds on deposit with the Credit Union; and/or (e) the Credit Union should, in good faith, believe Your ability to repay Your loan is or soon will be impaired, time being of the very essence.

Upon any occurrence of default, and to the extent permitted by law, We may declare the entire balance of Your loan immediately due and payable, without prior notice or demand. If the entire balance is not then paid immediately upon default, and if permitted by law, the Collateral shall be voluntarily surrendered to the Credit Union at a time and place acceptable to it. If this is not done, to the extent permitted by law, the Credit Union may enter the premises where the Collateral is located and take possession of it and the Credit Union may assert the defense of a superior right of possession as the holder of a security interest to any offense of alleged wrongful taking and conversion. The Credit Union may sell or dispose of the Collateral in any manner permitted by law, and any resulting deficiency on Your loan shall be immediately paid to the Credit Union. In the event collection efforts are required to obtain payment on this Account, You agree to pay all court costs, private process server fees, investigation fees or other costs incurred in collection and reasonable attorneys' fees incurred in the course of collecting any amounts owed under this Agreement or in the recovery of any Collateral. As permitted by law, the Credit Union shall have the right to impress and enforce a statutory lien upon the shares and dividends of any member indebted to it, and We may enforce our right to do so without further notice to You. Additionally, You agree that We may set-off any mutual indebtedness.

8. **WAIVER OF GARNISHMENT PROTECTION.** To the extent permitted by applicable law, You expressly waive any limitation on Our right to attach or garnish Your disposable earnings as described in FL ST § 222.11(2)(a), as evidenced by the separate Waiver of Garnishment Protection document You have signed in connection with this Agreement pursuant to FL ST § 222.11(2)(b) (the "Waiver"). You acknowledge and agree that the Waiver is attached to and is hereby made a part of this Agreement. You acknowledge, understand and agree that by executing the Waiver You give up the limited protection from attachment or garnishment that would otherwise apply to your disposable earnings under FL ST § 222.11.
9. **ASSUMABILITY.** Your loan is not assumable.
10. **DELAY IN ENFORCEMENT.** We do not lose Our rights under this or any related agreement if We delay enforcing them. We can accept late payments, partial payments, or any other payments, even if they are marked "paid in full" without losing any of Our rights under this Agreement. If any provision of this or any related agreement is determined to be unenforceable or invalid, all other provisions remain in full force and effect.
11. **GOVERNING LAW.** You understand and agree that this Agreement will be governed by the laws of the State of Florida, except to the extent that federal law controls. Furthermore, You agree that the venue of any action brought by any party to this Agreement may, at Our option, be laid in the County in which We maintain Our principal office, and You knowingly waive any and all rights (either to venue or personal jurisdiction) that You may have otherwise had in this matter.
12. **WAIVER OF JURY TRIAL. THE PARTIES TO THIS AGREEMENT KNOWINGLY AND INTENTIONALLY WAIVE ANY RIGHT TO A JURY TRIAL THEY MAY HAVE IN THE EVENT OF ANY DISPUTE ARISING OUT OF EITHER THIS AGREEMENT OR THE RELATIONSHIPS CREATED BY THIS AGREEMENT.**

Borrower's Initials _____



MILITARY ANNUAL PERCENTAGE RATE (MAPR) AND PAYMENT OBLIGATION DISCLOSURE

Toll-Free Number: 1-866-896-8728

Date Provided: _____

CONSUMER:

STATEMENT OF THE MILITARY ANNUAL PERCENTAGE RATE (MAPR)

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

PAYMENT OBLIGATION DISCLOSURE

Numbers, phrases, or words preceded by a ☐ are applicable only if the ☐ is marked, e.g. ☒

☒ Please refer to the separate Loan Agreement and Consumer Credit Disclosure Statement for important information about your payment obligations, including the payment schedule disclosure for your loan required by the federal Truth in Lending Act. That document will be furnished to you at or before the time you are obligated on the consumer credit transaction.

☐ Please refer to the separate Credit Card Account Agreement and Federal Disclosure Statement for important information about your payment obligations, including important account-opening disclosures required by the federal Truth in Lending Act. That document will be furnished to you at or before the time your open-end credit account is established.

☐ Please refer to the separate _____ for important information about your payment obligations, including important disclosures required by the federal Truth in Lending Act. That document will be furnished to you at or before the time you are obligated on the consumer credit transaction (for closed-end credit), or at or before the time your open-end credit account is established (for open-end credit).