

### LOAN CHECKLIST

Borrower:	Sample Documents 1000 Main Street Chicago, IL 60611	Lender:	CIBC Bank USA Illinois - LaSalle-1st Floor 120 S LaSalle Street Chicago, IL 60603				
	DESCI	RIPTION					
Loai	n Type: This is a Fixed Rate (8.000%) Disclosable Loan to	an Individual fo	r \$2,500.00 due on June 30, 2024.				
Trar	nsaction Number: 47084.						
	ateral: This transaction is secured by the following: an	Assignment of	Deposit Account covering CIBC Bank USA Certificate of				
Deposit # 12							
Offi							
	cessor: 3843 GONDER, IWONA						
	ndard Product: EASYPATH Step.	transaction					
	ing Package: No Pricing Package has been selected for this ndard Policy: Consumer Loan Policy.						
	nch Number and Name: 012 Illinois - LaSalle-1st Floor.						
Ger	neral Lending Policy for this transaction is governed by I will be governed by the collateral law state as specified on						
	ER PRO has identified this as an Illinois "General Usury Sta						
		MENTO					
			Amortization Schodula				
	Loan Checklist       Amortization Schedule         Disclosure Statement: Sample Documents       Promissory Note         IL Assignment of Deposit Account: CD Account       Disbursement Request and Authorization         Number 1234 with Lender with an approximate       Boarding Data Sheet: Transaction 47084         balance of \$2,500.00; owned by Documents       Boarding Data Sheet: Transaction 47084						
	documents may not include all the documents needed may be needed.	for this transa	ction. Applications, verifications, and other specialized				
	ENTRY OMISSION W	ARNINGS T	O LENDER				
In processing	g this loan, any omission warnings in this *Entry Omissions	* section should	d be reviewed as provided below.				
		NINGS TO L	ENDER				
privacy polic and the Fair out required	<b>ACY_FCRA.</b> You have not created a privacy policy in Ge by. The GSS privacy policy setup includes the requirement Credit Reporting Act (FCRA). If you share information with by the FCRA as part of the application or loan transaction, ce officer with questions about complying with the privacy of	ts of Title V of affiliates and then you must	the Gramm-Leach-Bliley Act, its implementing regulations want to provide the sharing information disclosure and opt enter a privacy policy in GSS. Consult your legal counsel				
is an Old Fo GSS to prod	<b>RIVACY FORM.</b> Beginning with v.5.59/6.12, Old Form based rm based policy. Therefore, no privacy notice has printed in uce a privacy notice in this transaction. <b>3BLEAS0202S</b> g this loan, any warnings in this "Advisory Warnings" sector	the transactio	n. Set up and assign a Model Form based privacy policy in				
	CRITICAL WARNINGS TO LENDER						
In processing	g this loan, any warnings in this "Critical Warnings" section	n should be revi	ewed as provided below.				

### **CHECKLIST WARNINGS**

In processing this loan, all warnings appearing above should be reviewed. To generate correct closing documents, it is important to visit and make appropriate selections on all applicable details windows, such as collateral details windows. All closing documents should be reviewed by your compliance officer or legal counsel as specified in the LaserPro Setup Guide. If you have questions about why LaserPro has generated any warning, visit the Finastra Customer Center at https://customercenter.dh.com to log into our online self-service Case Management system. If you have legal questions about these warnings or this loan or what action to take, you should seek the advice of your compliance officer or legal counsel.



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## **AMORTIZATION SCHEDULE**

Borrower:	Sample Documents 1000 Main Street Chicago, IL 60611		Lender:	CIBC Bank USA Illinois - LaSalle-1st Floor 120 S LaSalle Street Chicago, IL 60603	
Disbursement Date: June 30, 2022 Interest Rate: 8.000				Repayment Schedule: Instalin Calculation Method: 365/365	
Payment Number	Payment Date	Payment Amount	Interest Paid	Principal Paid	Remaining Balance
1	07-30-2022	113.08	16.44	96.64	2.403.36
2	08-30-2022	113.08	16.33	96.75	2,306.61
3	09-30-2022	113.08	15.67	97.41	2,209.20
4	10-30-2022	113.08	14.53	98.55	2,110.65
5	11-30-2022	113.08	14.34	98.74	2,011.91
6	12-30-2022	113.08	13.23	99.85	1,912.06
2022 TOTA	LS:	678.48	90.54	587.94	
7	01-30-2023	113.08	12.99	100.09	1,811.97
8	02-28-2023	113.08	11.52	101.56	1,710.41
9	03-30-2023	113.08	11.25	101.83	1,608.58
10	04-30-2023	113.08	10.93	102.15	1,506.43
11	05-30-2023	113.08	9.91	103.17	1,403.26
12	06-30-2023	113.08	9.53	103.55	1,299.71
13	07-30-2023	113.08	8.55	104.53	1,195.18
14	08-30-2023	113.08	8.12	104.96	1,090.22
15	09-30-2023	113.08	7.41	105.67	984.55
16	10-30-2023	113.08	6.47	106.61	877.94
17	11-30-2023	113.08	5.97	107.11	770.83
18	12-30-2023	113.08	5.07	108.01	662.82
2023 TOTA	LS:	1,356.96	107.72	1,249.24	
19	01-30-2024	113.08	4.49	108.59	554.23
-		A CONTRACTOR C	960. 2020000000000		
20	02-29-2024	113.08	3.63	109.45	444.78
21	03-30-2024	113.08	2.92	110.16	334.62
22	04-30-2024	113.08	2.27	110.81	223.81
23 24	05-30-2024 06-30-2024	113.08 112.96	1.47 0.76	111.61 112.20	112.20 0.00
2024 TOTA		678.36	15.54	662.82	0.00
TOTALS:		2,713.80	213.80	2,500.00	

NOTICE: This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.

Laseif960, Ver: 23:2.10.008 Copr. Finastra USA Corporation 1997, 2022. All Rights Reserved. - IL C:\Harland\CFI\LPL\AMORT.FC TR-47084 PR-748



# DISCLOSURE STATEMENT

Borrower: Sample Documents 1000 Main Street Chicago, IL 60611		Lender: CIBC Bank U Illinois - LaSa 120 S LaSal Chicago, IL	alle-1st Floor le Street
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.
8.000%	\$213.80	\$2,500.00	\$2,713.80
PAYMENT SCHEDULE. My paymer \$112.96 on June 30, 2024.	nt schedule will be 23 monthly pay	ments of \$113.08 each, begir	nning July 30, 2022; and one payment of
<b>SECURITY.</b> I am giving a security in 12345 on deposit with you, which is			an interest in Certificate of Deposit (CD) nate balance of \$2,500.
LATE CHARGE. If a payment is 10	•		A
PREPAYMENT. If I pay off early, I w	vill not have to pay a penalty.		
REQUIRED DEPOSIT. The Annual Po	5		
I will look at my contract docume scheduled date, and prepayment refu		about nonpayment, default, a	my required repayment in full before the
BORROWER: XSample Documents			
	Amount Finan	ced Itemization	
Other Disbu \$2,500.	2000200000000. The second s	\$2,500.	00
Note Princip	pal:	\$2,500.	00
	ance Charges:	\$0.	
Amount Fin		\$2,500.	
	MPRY, Wer 21.2.10.008 Copr. Finastra USA Corporation 1997, 2022.		



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Note Princip	pal:	\$2,500.	00
	ance Charges:	\$0.	
Amount Fin		\$2,500.	
	MPRY, Wer 21.2.10.008 Copr. Finastra USA Corporation 1997, 2022.		



### **PROMISSORY NOTE**

Borrower: Sample Documents 1000 Main Street Chicago, IL 60611 Lender:

CIBC Bank USA Illinois - LaSalle-1st Floor 120 S LaSalle Street Chicago, IL 60603

#### Principal Amount: \$2,500.00

#### Interest Rate: 8.000%

#### Date of Note: June 30, 2022

PROMISE TO PAY. I ("Borrower") promise to pay to CIBC Bank USA ("Lender"), or order, in lawful money of the United States of America, the principal amount of Two Thousand Five Hundred & 00/100 Dollars (\$2,500.00), together with interest on the unpaid principal balance from June 30, 2022, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 8.000%, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. I will pay this loan in 23 payments of \$113.08 each payment and an irregular last payment estimated at \$112.96. My first payment is due July 30, 2022, and all subsequent payments are due on the same day of each month after that. My final payment will be due on June 30, 2024, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the interest rate over the number of days in a year (366 during leap years), multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

RECEIPT OF PAYMENTS. All payments must be made in U.S. dollars and must be received by Lender at:

CIBC Bank USA Loan Services 120 South LaSalle Street Chicago, IL 60603

All payments must be received by Lender consistent with any written payment instructions provided by Lender.

**PREPAYMENT.** I may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve me of my obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in my making fewer payments. I agree not to send Lender payments marked "paid in full", "without recourse", or similar language. If I send such a payment, Lender may accept it without losing any of Lender's rights under this Note, and I will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: CIBC Bank USA , Customer Service, 6825 W. 111th Street Worth, IL 60482.

LATE CHARGE. If a payment is 10 days or more late, I will be charged 5.000% of the unpaid portion of the regularly scheduled payment.

**INTEREST AFTER DEFAULT.** Upon maturity, whether scheduled or accelerated by Lender because of my default, the interest rate on this Note shall be increased by 6.000 percentage points. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. I will be in default under this Note if any of the following happen:

Payment Default. I fail to make any payment when due under this Note.

Break Other Promises. I break any promise made to Lender or fail to perform promptly at the time and strictly in the manner provided in this Note or in any agreement related to this Note, or in any other agreement or Ioan I have with Lender.

**Default in Favor of Third Parties.** 1 or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of my property or my ability to repay this Note or perform my obligations under this Note or any of the related documents.

False Statements. Any representation or statement made or furnished to Lender by me or on my behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished.

**Death or Insolvency.** Any Borrower dies or becomes insolvent; a receiver is appointed for any part of my property; I make an assignment for the benefit of creditors; or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws.

Taking of the Property. Any creditor or governmental agency tries to take any of the property or any other of my property in which Lender has a lien. This includes taking of, garnishing of or levying on my accounts, including deposit accounts, with Lender. However, if I dispute in good faith whether the claim on which the taking of the property is based is valid or reasonable, and if I give Lender written notice of the claim and furnish Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

**Defective Collateralization.** This Note or any of the related documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Collateral Damage or Loss.** Any collateral securing this Note is lost, stolen, substantially damaged or destroyed and the loss, theft, substantial damage or destruction is not covered by insurance.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Insecurity. Lender in good faith believes itself insecure.

**Cure Provisions.** If any default, other than a default in payment, is curable and if I have not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if I, after Lender sends written notice to me demanding cure of such default: (1) cure the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately

initiate steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continue and complete all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LOAN DEFAULT. Upon the occurrence of a Default, Lender may exercise any one or more of the rights and remedies listed in this Promissory Note or in the Assignment of Deposit Account which is described below.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then I will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if I do not pay. I will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, I also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and I hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or me against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Illinois.

CHOICE OF VENUE. If there is a lawsuit, I agree upon Lender's request to submit to the jurisdiction of the courts of Cook County. State of Illinois.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all my accounts with Lender (whether checking, savings, or some other account). This includes all accounts I hold jointly with someone else and all accounts I may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by taw. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. I acknowledge this Note is secured by an Assignment of Deposit Account covering CIBC Bank USA Certificate of Deposit # 12345.

#### USA PATRIOT ACT NOTICE.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT UNDER THE USA PATRIOT ACT OF 2001

The USA PATRIOT Act establishes minimum standards of account information to be collected and maintained by the Bank and its subsidiaries. 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 or entity opening an account.

What this means for you: When you open an account, we will ask for your legal name or the name of your legal entity, address, date of birth, government issued ID number, and any other information that will allow us to identify you or the entity. We may also ask to see a form of identification with your photograph or other identifying documents.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon me, and upon my heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. I may notify Lender if Lender reports any inaccurate information about my account(s) to a consumer reporting agency. My written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: CIBC Bank USA. Customer Service 6825 W. 111th Street Worth, IL 60482.

**COUNTERPARTS.** This agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement.

**ELECTRONIC RECORDS.** Receipt of an executed signature page to this agreement by facsimile or other electronic transmission shall constitute effective delivery thereof. Electronic records of executed documents maintained by Lender shall be deemed to be originals.

**GENERAL PROVISIONS.** If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several. This means that the words "I", "me", and "my" mean each and all of the persons signing below.

PRIOR TO SIGNING THIS NOTE. I READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. I AGREE TO THE TERMS OF THE NOTE.

#### I ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:	Å

Sample Documents



### ASSIGNMENT OF DEPOSIT ACCOUNT

Grantor:	Sample Documents	Lender:	CIBC Bank USA
	1000 Main Street		Illinois - LaSalle-1st Floor
	Chicago, IL 60611		120 S LaSalle Street
	-		Chicago, IL 60603

## THIS ASSIGNMENT OF DEPOSIT ACCOUNT dated June 30, 2022, is made and executed between Sample Documents ("Grantor") and CIBC Bank USA ("Lender").

**ASSIGNMENT.** For valuable consideration, Grantor assigns and grants to Lender a security interest in the Collateral, including without limitation the deposit account(s) described below, to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" means the following described deposit account(s) ("Account"):

#### CD Account Number 1234 with Lender with an approximate balance of \$2,500.00

together with (A) all interest, whether now accrued or hereafter accruing; (B) all additional deposits hereafter made to the Account; (C) any and all proceeds from the Account; and (D) all renewals, replacements and substitutions for any of the foregoing.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

GRANTOR'S REPRESENTATIONS AND PROMISES WITH RESPECT TO THE COLLATERAL. Grantor represents and promises to Lender that:

**Ownership.** Grantor is the lawful owner of the Collateral free and clear of all loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Grant Security Interest. Grantor has the full right, power, and authority to enter into this Agreement and to assign the Collateral to Lender.

No Prior Assignment. Grantor has not previously granted a security interest in the Collateral to any other creditor.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Collateral except as provided in this Agreement.

No Defaults. There are no defaults relating to the Collateral, and there are no offsets or counterclaims to the same. Grantor will strictly and promptly do everything required of Grantor under the terms, conditions, promises, and agreements contained in or relating to the Collateral.

**Proceeds.** Any and all replacement or renewal certificates, instruments, or other benefits or proceeds related to the Collateral that are received by Grantor shall be held by Grantor in trust for Lender and immediately shall be delivered by Grantor to Lender to be held as part of the Collateral.

Validity; Binding Effect. This Agreement is binding upon Grantor and Grantor's successors and assigns and is legally enforceable in accordance with its terms,

Financing Statements. Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request. Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement. Grantor will promptly notify Lender of any change to Grantor's name or the name of any individual Grantor, any individual who is a partner for a Grantor, and any individual who is a trustee or settlor or trustor for a Grantor under this Agreement. Grantor will also promptly notify Lender of any change to the name that appears on the most recently issued, unexpired driver's license or state-issued identification card, any expiration of the most recently issued driver's license or state-issued identification card for Grantor or any individual for whom Grantor is required to provide notice regarding name changes.

LENDER'S RIGHTS AND OBLIGATIONS WITH RESPECT TO THE COLLATERAL. While this Agreement is in effect, Lender may retain the rights to possession of the Collateral, together with any and all evidence of the Collateral, such as certificates or passbooks. This Agreement will remain in effect until (a) there no longer is any Indebtedness owing to Lender; (b) all other obligations secured by this Agreement have been fulfilled; and (c) Grantor in writing, has requested from Lender a release of this Agreement.

LENDER'S EXPENDITURES. If Grantor fails (A) to keep the Collateral free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Collateral, or (C) to make repairs to the Collateral then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Collateral, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

LIMITATIONS ON OBLIGATIONS OF LENDER. Lender shall use ordinary reasonable care in the physical preservation and custody of any certificate or passbook for the Collateral but shall have no other obligation to protect the Collateral or its value. In particular, but without

limitation, Lender shall have no responsibility (A) for the collection or protection of any income on the Collateral; (B) for the preservation of rights against issuers of the Collateral or against third persons; (C) for ascertaining any maturities, conversions, exchanges, offers, tenders, or similar matters relating to the Collateral; nor (D) for informing the Grantor about any of the above, whether or not Lender has or is deemed to have knowledge of such matters.

**REINSTATEMENT OF SECURITY INTEREST.** If payment is made by Grantor, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (A) to Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (B) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (C) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Grantor), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Agreement and this Agreement shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Agreement or of any note or other instrument or agreement evidencing the Indebtedness and the Collateral will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Agreement.

**DEFAULT.** Grantor will be in default under this Agreement if any of the following happen:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

Break Other Promises. Grantor breaks any promise made to Lender or fails to perform promptly at the time and strictly in the manner provided in this Agreement or in any agreement related to this Agreement.

**Default in Favor of Third Parties.** Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or ability to perform Grantor's obligations under this Agreement or any of the Related Documents.

False Statements. Any representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason

Death or Insolvency. Grantor dies, becomes insolvent, or files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt.

Taking of the Collateral. Any creditor or governmental agency tries to take any of the Collateral or any other of Grantor's collateral in which Lender has a lien. This includes taking of, garnishing of or levying on Grantor's accounts, including deposit accounts, with Lender. However, if Grantor disputes in good faith whether the claim on which the taking of the Collateral is based is valid or reasonable, and if Grantor gives Lender written notice of the claim and furnishes Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or guarantor, endorser, surety, or accommodation party dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Insecurity. Lender in good faith believes itself insecure.

**Cure Provisions.** If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Agreement within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default, or at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any rights or remedies that may be available at law, in equity, or otherwise:

Accelerate Indebtedness. Lender may declare all Indebtedness of Grantor to Lender immediately due and payable, without notice of any kind to Grantor.

Application of Account Proceeds. Lender may take directly all funds in the Account and apply them to the Indebtedness. If the Account is subject to an early withdrawal penalty, that penalty shall be deducted from the Account before its application to the Indebtedness, whether the Account is with Lender or some other institution. Any excess funds remaining after application of the Account proceeds to the Indebtedness will be paid to Grantor as the interests of Grantor may appear. Grantor agrees, to the extent permitted by law, to pay any deficiency after application of the proceeds of the Account to the Indebtedness. Lender also shall have all the rights of a secured party under the Illinois Uniform Commercial Code, even if the Account is not otherwise subject to such Code concerning security interests, and the parties to this Agreement agree that the provisions of the Code giving rights to a secured party shall nonetheless be a part of this Agreement.

Transfer Title. Lender may effect transfer of title upon sale of all or part of the Collateral. For this purpose, Grantor irrevocably appoints Lender as Grantor's attorney-in-fact to execute endorsements, assignments and instruments in the name of Grantor and each of them (if more than one) as shall be necessary or reasonable.

Other Rights and Remedies. Lender shall have and may exercise any or all of the rights and remedies of a secured creditor under the provisions of the Illinois Uniform Commercial Code, at law, in equity, or otherwise.

**Deficiency Judgment.** If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Election of Remedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Agreement, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

**Cumulative Remedies.** All of Lender's rights and remedies, whether evidenced by this Agreement or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and to exercise its remedies.

LOAN DEFAULT. Upon the occurrence of a Default, Lender may exercise any one or more of the rights and remedies listed in this Promissory Note or in the Assignment of Deposit Account which is described below.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

**Amendments.** What is written in this Agreement and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Agreement. To be effective, any change or amendment to this Agreement must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

Attorneys' Fees; Expenses. Grantor agrees to pay all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement or to collect the Indebtedness, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs, in addition to all other sums provided by law. This Agreement also secures all of these amounts.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Illinois.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Cook County, State of Illinois.

No Waiver by Lender. Grantor understands Lender will not give up any of Lender's rights under this Agreement unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Agreement. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor.

**Notices.** Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any person may change his or her address for notices under this Agreement by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be Grantor's responsibility to tell the others of the notice from Lender.

**Power of Attorney.** Grantor hereby appoints Lender as its true and lawful attorney-in-fact, irrevocably, with full power of substitution to do the following: (1) to demand, collect, receive, receipt for, sue and recover all sums of money or other property which may now or hereafter become due, owing or payable from the Collateral. (2) to execute, sign and endorse any and all claims, instruments, receipts, checks, drafts or warrants issued in payment for the Collateral. (3) to settle or compromise any and all claims arising under the Collateral, and in the place and stead of Grantor, to execute and deliver its release and settlement for the claim; and (4) to file any claim or claims or to take any action or institute or take part in any proceedings, either in its own name or in the name of Grantor, or otherwise, which in the discretion of Lender may seem to be necessary or advisable. This power is given as security for the Indebtedness, and the authority hereby conferred is and shall be irrevocable and shall remain in full force and effect until renounced by Lender.

Severability. If a court finds that any provision of this Agreement is not valid or should not be enforced, that fact by itself will not mean that the rest of this Agreement will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Agreement even if a provision of this Agreement may be found to be invalid or unenforceable.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the Indebtedness

Survival of Promises. All promises agreements, and statements Grantor has made in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature and shall remain in full force and effect until such time as Grantor's Indebtedness is paid in full.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

Waive Jury All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**DEFINITIONS.** The following words shall have the following meanings when used in this Agreement:

Account. The word "Account" means the deposit account(s) described in the "Collateral Description" section.

Agreement. The word "Agreement" means this Assignment of Deposit Account, as this Assignment of Deposit Account may be amended or modified from time to time, together with all exhibits and schedules attached to this Assignment of Deposit Account from time to time.

Borrower. The word "Borrower" means Sample Documents and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Collateral.** The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

Grantor. The word "Grantor" means Sample Documents.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Grantor is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means CIBC Bank USA, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

**Note.** The word "Note" means the note or credit agreement dated June 30, 2022, in the principal amount of \$2,500.00 from Sample Documents to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the note or credit agreement.

**Property.** The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

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GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS ASSIGNMENT OF DEPOSIT ACCOUNT AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED JUNE 30, 2022.

GRANTOR:

x	
Sample Documents	
LENDER:	
CIBC BANK USA	
X Authorized Signer	
LaserPro, Ver. 21.	2.10.008 Copy: Finastra USA Consensition 1987 2023 Al Rights Reserved:



### **DISBURSEMENT REQUEST AND AUTHORIZATION**

Borrower: Sample Documents Lender: CIBC Bank USA 1000 Main Street Chicago, IL 60611 120 S LaSalle-1st Floor Chicago, IL 60603

LOAN TYPE. This is a Fixed Rate (8.000%) Disclosable Loan to an Individual for \$2,500.00 due on June 30, 2024

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

**X** Personal, Family, or Household Purposes or Personal Investment.

Business.

SPECIFIC PURPOSE. The specific purpose of this loan is: STEP SAMPLE.

**DISBURSEMENT INSTRUCTIONS.** I understand that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$2,500.00 as follows:

\$2,500.00

\$2,500.00

Other Disbursements:

\$2,500.00

Note Principal:

**USA PATRIOT ACT NOTICE.** 

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT UNDER THE USA PATRIOT ACT OF 2001

The USA PATRIOT Act establishes minimum standards of account information to be collected and maintained by the Bank and its subsidiaries. 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 or entity opening an account.

What this means for you: When you open an account, we will ask for your legal name or the name of your legal entity, address, date of birth, government issued ID number, and any other information that will allow us to identify you or the entity. We may also ask to see a form of identification with your photograph or other identifying documents.

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, I REPRESENT AND WARRANT TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN MY FINANCIAL CONDITION AS DISCLOSED IN MY MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED JUNE 30, 2022.

BORROWER:	
Sample Documents	

#### **CREDIT INSURANCE DISCLOSURE**

VOLUNTARY CREDIT INSURANCE. CREDIT LIFE INSURANCE, CREDIT DISABILITY INSURANCE AND INVOLUNTARY UNEMPLOYMENT INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT.

By signing below, I acknowledge that I am not obtaining credit insurance for this loan for one of the following reasons:

- (A) I am not eligible for credit insurance;
- (B) Credit insurance is not available from Lender; or
- (C) If I am eligible and credit insurance is available from Lender, I do not want it.

Prior to signing this Credit Insurance Notice on June 30, 2022, I read and understood all of the provisions of this Disclosure.

BORROWER:

Sample Documents



## **BOARDING DATA SHEET**

Borrower:	Sample Documents 1000 Main Street Chicago, IL 60611				Lender:	CIBC Bank Illinois - LaS 120 S LaSa Chicago, IL	Salle-1st Floor lle Street			
CUSTOME	R DATA SUMMA	<b>NRY</b>								
Sample Docume Street Address:1 Primary Phone:			000-00-0000 Chicago Ext:	Individua IL 6061		Borrower County:		Cust #: Phone:	>	
TRANSAC	TION SUMMARY								ana	
Transaction No.: Product Category Loan Policy: <b>Cor</b>	y: Consumer nsumer				Product Descriptic Purpose: <b>Loan</b> i I <b>nvestment Purpo</b> Specific Loan Pur	is for Persor ses.	al, Family, H	ousehold F	Purposes or	Personal
MILITARY	LENDING ACT S	UMMARY								
<u>MLA Name</u> Sample Documer	nts	<u>Status</u> No	Determinatio		atabase Search			Date Ve 06-15-2	erified 2022	
CLASSIFIC	ATION DATA									
Universal Loan Id Application No: Application Date Loan No: Loan Date: 06-3 Officer: Processor No: 38 Collateral Code: Charge Code: Call Code: 6DZZ Cost Center: Risk Rate:	: 30-2022 843 GONDER, IWON B1	IA	Branch: 0 Dept: Division: Region: Loan Type: Loan Class Purpose Co Class Code Note Numb CRA HMDA	New Lo. ode:	- LaSalle-1st Floc an	и 	Employee Loa Restricted Ad Reg O Loan: Comments: Portfolio Cod Host System Note Type: 6 SPECIALTY C CSC UPLOAL	e: : IL 500 - PERS CODE: 22		
COLLATER	AL SUMMARY									
T	T						01-1-	Malua	Purchase	Collateral
Type Sub Possessory Dep		escription D Account N	umber 1234	with Len	der with an appr	oximate	State	Value 2,500.00	Money Y	Code
Owner(s): Sample Docume Street Address:1 Primary Phone:	ba	ilance of \$2,			1	County:	- •	Cust #: Phone:		

PAYMENT DATA

