

# PERSONAL LOAN APPLICATION

## 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.

## INFORMATION ABOUT CREDIT REQUEST

**Please Check Appropriate Box**

If you are applying for individual credit or an individual account, in your own name, and are relying on your own income or assets and not the income or assets of another person as the basis for repayment of the credit requested, complete only Sections A-D. If the requested credit or account is to be secured, also complete the first part of Section F.

If you are applying for joint credit with another person or for a joint account or an account that you and another person will use, complete all Sections, providing information in Section E about the joint applicant.

**We intend to apply for joint credit:**

**Applicant** \_\_\_\_\_

**Co-Applicant** \_\_\_\_\_

If you are applying for individual credit or an individual account, but 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, complete all Sections to the extent possible, providing information in Section E about the person on whose alimony, support, or maintenance payments or income or assets you are relying.

AMOUNT OF LOAN REQUESTED \$	REQUESTED MOS. TO PAY	HAVE YOU EVER APPLIED TO US FOR A LOAN? <input type="checkbox"/> NO <input type="checkbox"/> YES      WHEN?
PURPOSE OF LOAN		COLLATERAL OFFERED AND HOW OWNED

## SECTION A – APPLICANT

NAME (Please print full name)	HOME PHONE	CELL PHONE	BIRTH DATE	SOCIAL SECURITY NUMBER
PRESENT STREET ADDRESS		YEARS THERE:	DRIVERS LICENSE NUMBER - STATE	
CITY AND STATE		ZIP	E-MAIL ADDRESS	
IMMEDIATE PREVIOUS ADDRESS		YEARS THERE:	NO. OF DEPENDENTS - LIST BY AGE	
CITY AND STATE		ZIP	ARE YOU A U.S. CITIZEN? <input type="checkbox"/> Yes <input type="checkbox"/> No	

TWO NEAREST RELATIVES <i>NOT</i> LIVING WITH YOU OTHER THAN A PRESENT OR FORMER SPOUSE NAME	ADDRESS	CITY, STATE ZIP	PHONE
1.			
2.			

MY PRINCIPAL FINANCIAL INSTITUTION IS:	Checking Account No.	Savings Account No.	Cert. of Deposit	Safe Deposit	Loan
OTHER FINANCIAL INSTITUTIONS USED:	Checking Account No.	Savings Account No.	Cert. of Deposit	Safe Deposit	Loan

## SECTION B – INCOME AND EMPLOYMENT

PRESENT EMPLOYER	SALARY AND WAGES \$	MONTHLY INCOME \$
EMPLOYER ADDRESS	BUSINESS PHONE	OTHER INCOME: From Whom or Describe: <i>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.</i>
	DATE OF EMPLOY	
POSITION OR TITLE	SUPERVISOR	\$
PREVIOUS EMPLOYER AND ADDRESS		\$
		\$
POSITION OR TITLE	YEARS EMPLOYED	TOTAL MONTHLY INCOME \$

Is any income listed in this Section likely to be reduced in the next two years or before the credit requested is paid off?       No       Yes (Explain in detail, use separate sheet if needed):

If you have chosen to disclose income from alimony, child support or separate maintenance, is such income pursuant to: <input type="checkbox"/> Written Agreement <input type="checkbox"/> Court Decree <input type="checkbox"/> Other	HOW LONG RECEIVED?	HOW OFTEN?	FROM WHOM?
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Have you ever been bankrupt or had any judgments or garnishments against you?       No       Yes      When?

Are you a co-maker, endorser, or guarantor on any loan or contract?       No       Yes      For Whom?      To Whom?      Amount? \$

## SECTION C – ASSETS (Use Additional Sheet If Needed)

DESCRIPTION OF ASSET (Include Account Number, if applicable)	VALUE OF ASSET	AMOUNT OF DEBT	NAME OF OWNER(S)
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
TOTAL ASSETS FROM ADDITIONAL SHEET	\$	\$	
<b>TOTAL ASSETS</b>	\$	\$	

**SECTION D – LIABILITIES AND INDEBTEDNESS**

(Use Additional Sheet If Needed)

List below all indebtedness to banks, credit unions, stores, finance companies, individuals and other creditors, including obligations to pay alimony, child support, separate maintenance, rent, mortgages, etc.

CREDITOR	TYPE OF DEBT OR ACCOUNT NUMBER	ORIGINAL DEBT	PRESENT AMOUNT OWED	COLLATERAL	MONTHLY PAYMENT
		\$	\$		\$
		\$	\$		\$
		\$	\$		\$
		\$	\$		\$
		\$	\$		\$
		\$	\$		\$
		\$	\$		\$
		\$	\$		\$
		\$	\$		\$
		\$	\$		\$
TOTAL LIABILITIES FROM ADDITIONAL SHEET			\$		\$
<b>TOTALS</b>			LIABILITIES \$		MONTHLY PAYMENTS \$
			MONTHLY DEBT TO INCOME %	ASSETS TO LIABILITIES %	

**SECTION E - JOINT APPLICANT, USER OR OTHER PARTY**

(Use Additional Sheet If Needed)

NAME (Please print full name)	HOME PHONE	CELL PHONE	BIRTH DATE	SOCIAL SECURITY NUMBER
PRESENT STREET ADDRESS	YEARS THERE:		DRIVERS LICENSE NUMBER - STATE	
CITY AND STATE	ZIP		E-MAIL ADDRESS	
IMMEDIATE PREVIOUS ADDRESS	YEARS THERE:		NO. OF DEPENDENTS - LIST BY AGE	
CITY AND STATE	ZIP		ARE YOU A U.S. CITIZEN? <input type="checkbox"/> Yes <input type="checkbox"/> No	
RELATIONSHIP TO APPLICANT	<input type="checkbox"/> CO-APPLICANT <input type="checkbox"/> CO-SIGNER <input type="checkbox"/> GUARANTOR <input type="checkbox"/> ENDORSER			
TWO NEAREST RELATIVES NOT LIVING WITH YOU OTHER THAN A PRESENT OR FORMER SPOUSE	NAME	ADDRESS	CITY, STATE	ZIP PHONE
1.				
2.				
MY PRINCIPAL FINANCIAL INSTITUTION IS:	Checking Account No.	Savings Account No.	Cert. of Deposit	Safe Deposit
OTHER FINANCIAL INSTITUTIONS USED:	Checking Account No.	Savings Account No.	Cert. of Deposit	Safe Deposit
PRESENT EMPLOYER	SALARY AND WAGES \$		Monthly Income \$	
EMPLOYER ADDRESS	BUSINESS PHONE	OTHER INCOME: From Whom or Describe: <i>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.</i>		
	DATE OF EMPLOY		\$	
POSITION OR TITLE	SUPERVISOR		\$	
PREVIOUS EMPLOYER AND ADDRESS			\$	
			\$	
POSITION OR TITLE	YEARS EMPLOYED	TOTAL MONTHLY INCOME	\$	

Is any income listed in this Section likely to be reduced in the next two years or before the credit requested is paid off?  No  Yes (Explain in detail, use separate sheet if needed):

If you have chosen to disclose income from alimony, child support or separate maintenance, is such income pursuant to:	HOW LONG RECEIVED?	HOW OFTEN?	FROM WHOM?
<input type="checkbox"/> Written Agreement <input type="checkbox"/> Court Decree <input type="checkbox"/> Other			

Have you ever been bankrupt or had any judgments or garnishments against you?  No  Yes When?

Are you a co-maker, endorser, or guarantor on any loan or contract?  No  Yes For Whom? To Whom? Amount? \$

**SECTION F – MARITAL STATUS**

Complete this Section ONLY if the loan requested is to be secured, or you reside in a community property state, or you are relying on property located in a community property state to repay the loan.

APPLICANT:  Married  Separated  Unmarried (including single, divorced and widowed) OTHER PARTY:  Married  Separated  Unmarried (including single, divorced and widowed)

**SIGNATURES**

Everything that I have stated in this application is correct to the best of my knowledge. I understand that you will retain this application whether or not loan is approved. You are authorized to check my credit and employment history and to answer questions about your credit experience with me.

APPLICANT SIGNATURE \_\_\_\_\_ CO-APPLICANT/CO-SIGNER/GUARANTOR/ENDORSER SIGNATURE (Where Applicable) \_\_\_\_\_

X \_\_\_\_\_ X \_\_\_\_\_  
DATE DATE

**MORTGAGE LOAN ORIGINATOR INFORMATION**

THIS INFORMATION APPLIES TO CONSUMER LOANS SECURED BY A DWELLING (OTHER THAN HOME EQUITY LINE OF CREDIT OR CREDIT SECURED BY TIMESHARE PLAN INTEREST)

Loan Originator's Name	Loan Originator Identifier	Loan Originator's Phone Number (including area code)
Loan Origination Company's Name	Loan Origination Company Identifier	Loan Origination Company's Address

**BINDING ARBITRATION AGREEMENT**  
**WITH \_\_\_\_\_ THE COMMERCIAL BANK \_\_\_\_\_ ("AGREEMENT")**

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1. The Parties to this Agreement are the financial institution named above ("Bank"), the undersigned and either's present, future, or past heirs, personal representatives, representatives, agents, employees, members, officers, directors, partners, managers, affiliated companies, successors, assigns, subsidiaries, and members ("Parties"). In consideration of the loans, benefits, agreements, deposit accounts, or other services received directly or indirectly by the undersigned, as evidenced by previous, concurrent, or future documents, loans, accounts, or other services ("Bank Documents") from Bank, the Parties enter into this Agreement.
2. DEFINITIONS.
  - 2.1. "Arbitration" is a method of dispute resolution in which an arbitrator, who is an independent, neutral party, gives a binding decision after hearing the positions of the Parties.
  - 2.2. "Claim" and "Claims" shall have the broadest definition possible, and include initial claims, counterclaims, cross-claims, and third-party claims based upon, but not limited to, the application of this Agreement, contract, tort, consumer rights, fraud, other intentional torts, constitution, statute, regulation, ordinance, common law, and any other matter at law or equity between the Parties.
  - 2.3. "Dispute" and "Disputes" shall refer to all disputes, Claims (as defined above), actions, breaches, disagreements, or controversies arising out of, or related to, or based upon any prior, current, or future agreement, Bank Documents, loan, account, service, activity, contract, transaction (proposed or actual), event, or occurrence, whether individual or joint.
  - 2.4. Any terms that are not defined in this Agreement shall be defined as in the applicable document with Bank.
3. ARBITRATION PROVISIONS.
  - 3.1. The Parties acknowledge that the transactions contemplated by this Agreement involve interstate commerce; and
  - 3.2. The Parties agree that all Disputes (other than the ARBITRATION EXCEPTIONS listed below), shall be resolved by binding arbitration upon request of either Party at any time, notwithstanding the prior filing by either Party of any legal action, except as otherwise provided in this Agreement or as agreed to in writing and executed by the Parties.
  - 3.3. Any Dispute about the arbitrability, validity, breadth, or scope of this Agreement or the terms and clauses herein, or the entering into of this Agreement shall be decided by the arbitrator in accordance with this Agreement.
  - 3.4. It is understood and agreed that arbitration, and the decisions made by the arbitrator, pursuant to this Agreement shall be binding upon the Parties. However, nothing in the Bank Documents or this Agreement shall preclude any of the Parties from seeking injunctive relief from a court of competent jurisdiction.
4. ARBITRATION EXCEPTIONS.
  - 4.1. The arbitration provisions in this Agreement do not apply to any claim or controversy arising out of a consumer credit transaction secured by a dwelling (including a home equity line of credit secured by the consumer's principal dwelling).
  - 4.2. The arbitration provisions in this Agreement may not apply if the undersigned is a covered member or dependent as defined in the Military Lending Act, 10 U.S.C. 987, if prohibited by said law.
  - 4.3. No act to enforce a mortgage or deed of trust, security agreement, pledge, or any other instrument securing any obligation to Bank, or to take or dispose of any property securing any obligation to Bank ("Collateral") shall be prohibited by this Agreement; nor shall any such act constitute a waiver of Bank's right to compel arbitration under this Agreement.
    - 4.3.1. These arbitration exceptions include, without limitation, obtaining injunctive relief or a temporary restraining order, garnishment, set-off, invoking a power of sale under any deed of trust or mortgage, obtaining adequate protection or relief from the automatic stay or similar actions in bankruptcy proceedings, detinue, interpleader, obtaining a writ of attachment or imposition of a receiver, or exercising any rights relating to Collateral, including taking or disposing of such Collateral through self-help remedies or by judicial process pursuant to Article 9, or other provisions, of the Mississippi Uniform Commercial Code or other applicable law.
    - 4.3.2. However, any Disputes concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Collateral, including any Dispute involving rescinding, reforming, or otherwise modifying any Bank Documents, shall also be arbitrated, provided, however, that no arbitrator shall have the right or the power to enjoin or restrain any act of any party.
  - 4.4. The Parties do not have the right to act as a class representative or participate as a member of a class of claimants with respect to any Dispute submitted to arbitration ("Class Action Waiver"). The Parties acknowledge that the Class Action Waiver is material and essential to the arbitration of any Disputes between the Parties and is non-severable from this Agreement to arbitrate Disputes. If the Class Action Waiver is limited, voided, or found unenforceable, then the Parties agreement to arbitrate (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. **The Parties acknowledge and agree that under no circumstances will a class action Dispute be arbitrated.** Such forbearance to enforce this Agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.
  - 4.5. No Party shall be precluded from seeking remedies in small claims court for Disputes within the scope of its jurisdiction; however, if the Dispute is transferred, removed, or appealed to a different court, any of the Parties then have the right to choose arbitration under the terms of this Agreement.

5. APPLICABLE DOCTRINES.

- 5.1. The statute of limitations, estoppel, statute of frauds, waiver, laches, other defenses, privileges, including, but not limited to, the attorney-client privilege, and other similar doctrines under Mississippi law that would otherwise be applicable in an action brought by a Party shall apply in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes.
- 5.2. The arbitrator shall receive and consider motions for summary judgment, permit and provide a reasonable time of not less than one-hundred and twenty (120) days for discovery, including depositions, interrogatories, requests for admissions, document production, and as otherwise provided under the Mississippi Rules of Civil Procedure.
- 5.3. Applicable Mississippi law and the Mississippi Rules of Evidence shall govern, including, but not limited to, burdens, contract terms, and precedent.
- 5.4. Federal law shall govern the enforceability of the arbitration provisions of this Agreement.
- 5.5. The Arbitrator shall provide written, reasoned findings of fact and conclusions of law.
- 5.6. The arbitrator shall resolve any Dispute, including the applicability of this section to the Dispute except for any Dispute challenging the validity of the Class Action Waiver, which shall be decided by the Court.

6. APPOINTMENT OF ARBITRATOR. The Parties shall strive to appoint the arbitrator within fifteen days of the mailing of a demand for arbitration to a Party or the attorney for such Party. If the Parties are unable to agree upon the appointment of an arbitrator within this time period, then the arbitrator shall be selected in accordance with the Rules of the Judicial Arbitration and Mediation Service (“JAMS”). Unless otherwise agreed by the Parties or the undersigned is a consumer and requests arbitration proceedings be conducted in his or her hometown, all arbitration proceedings shall be conducted in the Mississippi County where the Bank’s main office is located.

7. AWARD. The arbitrator shall prepare and sign a written award. The award shall state who prevails, the relief granted, and shall be issued in accordance with the rules of JAMS. The arbitrator may only grant an award that either a Mississippi judge or jury may legally grant. Any court of competent jurisdiction may enter the judgment of the arbitrator’s award. Such judgment shall be enforced as any other judgment under Mississippi law.

8. COSTS AND FEES.

- 8.1. Costs and attorney’s fees will be allocated among the Parties according to the type of Dispute.
  - 8.1.1. Under breach of contract claims, expenses, costs, and attorney fees shall be awarded as provided under the terms of the contract.
  - 8.1.2. For all other Disputes, each Party will bear their own costs, expenses, and attorney fees.
- 8.2. The arbitration filing fees, costs, and expenses of the arbitrator relating to the Dispute will be paid in accordance with the rules of JAMS. Such payments shall be made when requested by the arbitrator or when otherwise required by the rules of JAMS.

9. GOVERNING LAW. Subject to compliance with the terms of this Agreement, the Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of the arbitration provisions of this Agreement. Subject to compliance with the terms of this Agreement, the arbitration of any Dispute shall be governed by the Rules of JAMS applicable to the type and, if applicable, the size of the Dispute. To obtain a copy of the Rules of JAMS, visit [www.jamsadr.com](http://www.jamsadr.com).

10. ENTIRE AGREEMENT AND MODIFICATIONS. This Agreement represents the entire understanding between the Parties. The Parties may only amend this Agreement in writing. This Agreement supersedes all prior arbitration agreements between the Parties. The Parties agree that this Agreement is applicable to all Bank Documents and to all Disputes.

11. NUMBER. Whenever used, the singular shall include the plural, and the plural shall include the singular.

12. SEVERABILITY. If any part of this Agreement is declared invalid for any reason, such decision shall not affect the validity of any remaining portion. Only the invalid part shall be struck, and the remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated.

**SIGNATURES:** By signing below, **THE PARTIES ACKNOWLEDGE THEIR UNDERSTANDING OF, AND AGREE TO, THE TERMS AND CONDITIONS CONTAINED IN THIS BINDING ARBITRATION AGREEMENT** and acknowledge receipt of a copy of this Binding Arbitration Agreement on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BANK’S SIGNATURE	PARTY’S SIGNATURE(S)

By: \_\_\_\_\_

**INSURANCE DISCLOSURES – CONSUMER CREDIT APPLICATIONS**

DATE \_\_\_\_\_

<b>CONSUMER(S) NAME</b>	<b>FINANCIAL INSTITUTION NAME</b>
<b>CONSUMER(S) ADDRESS</b>	<b>FINANCIAL INSTITUTION ADDRESS</b>

In this disclosure, the terms "you" and "your" refer to the Consumer(s) named above. The terms "we," "us" and "our" refer to the Financial Institution.

Loan application type: \_\_\_\_\_.

**PURCHASE OF INSURANCE OR AN ANNUITY FROM US IS NOT REQUIRED  
PURCHASE OF INSURANCE OR AN ANNUITY FROM OTHERS IS NOT PROHIBITED**

*In no way will our decision to extend credit to you be based or conditioned upon whether or not you purchase an insurance product or annuity from us or any affiliate of ours; nor will we prohibit you or ask you not to obtain an insurance product or annuity from an unaffiliated entity.*

**Consumer Acknowledgment**

By signing below you acknowledge receiving a copy of this written disclosure and (except for transactions conducted by mail) that the disclosures were also orally given to you by the Financial Institution.

Dated: \_\_\_\_\_.

*(If you have received this disclosure in the mail, please return a signed copy to the Financial Institution.)*

\_\_\_\_\_

\_\_\_\_\_

**Financial Institution Certification**

(Check if applicable). The Consumer's application for credit was taken by telephone. The undersigned on behalf of the Financial Institution certifies giving these disclosures orally to the Consumer(s) at the time of application and that an oral acknowledgment of receipt of the disclosures was obtained from the Consumer(s). These disclosures were mailed to the Consumer(s) at the address noted above within 3 business days beginning the first business day after the application was taken, as permitted by federal regulation.

Dated: \_\_\_\_\_ By: \_\_\_\_\_

**FAIR CREDIT REPORTING ACT NOTICE**

DATE \_\_\_\_\_

CUSTOMER'S NAME(S) AND ADDRESS	FINANCIAL INSTITUTION'S NAME AND ADDRESS

In this disclosure, the words "we," "our," and "us" mean the Financial Institution, and the words "you" and "your" mean the customer(s).

**NOTICE REGARDING NEGATIVE INFORMATION**

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.

**NOTICE REGARDING INACCURATE INFORMATION**

We may furnish information about our transactions or experiences with our customers to consumer reporting agencies. If you believe that we have furnished information to a consumer reporting agency that is inaccurate please notify us at the above address and identify the specific information that is inaccurate.

**CUSTOMER'S SIGNATURE(S)**

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Original