



DEAL ONE LOAN & DEAL CONSOLIDATION LOAN COSIGNER CREDIT APPLICATION AND PROMISSORY NOTE

BANK OF NORTH DAKOTA
STUDENT LOAN SERVICES
SFN 58604 (07-2019)

For Lender Use Only

Approved <input type="checkbox"/>	Denied <input type="checkbox"/>	Initials	Date
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WARNING: Any person who knowingly makes a false statement or misrepresentation on this form is subject to criminal penalties.

Before You Begin

This credit application must be completed entirely or this loan request will be delayed. Print using a dark ink ballpoint pen or complete online at bnd.nd.gov. This Cosigner Credit Application and Promissory Note is a legal document. This promissory note must be signed and dated by the applicant. **PAGES 1 AND 2 MUST BE RETURNED TO BND FOR YOUR APPLICATION TO BE PROCESSED.**

PLEASE MAIL OR FAX COMPLETED APPLICATION TO:
Bank of North Dakota (BND) PO Box 5509, Bismarck, ND 58506-5509 FAX: 701.328.5696
800.472.2166 ext. 328.5660 800.366.6888 (TTY)

Section A. Borrower Information

Last Name	First Name	Middle Initial
Date of Birth (mm/dd/yyyy)		

Section B. Cosigner Information

Last Name	First Name	Middle Initial
Social Security Number	Date of Birth (mm/dd/yyyy)	
Permanent Street Address (If PO Box, you MUST also list your street address)	City	State ZIP Code
Home Telephone Number (if no home number, enter N/A) ()	Cell Telephone Number (if no cell number, enter N/A) ()	
Driver's License State and Number (if you have no license, enter N/A in State field) State: #:	Email Address (lender may communicate with you using this email address)	
Are you a U.S. Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No (You must be a U.S. Citizen to cosign this loan.)	Relationship to Borrower	
Employer Name (If you are self-employed, provide details here along with any applicable information. If you are not employed, enter N/A.)		
Employer Street Address	City	State ZIP Code
Employer Telephone Number ()	Position	

Section C. Reference Information

References: You must provide three separate references that are friends or relatives with **different United States addresses** who have known you for at least three years. **Do not include individuals who live with you.** All information must be completed in full. If a reference does not have an email address or does not wish to provide one, enter N/A. References must have at least one telephone number to be used as a reference.

Reference Name	Reference Name	Reference Name
Street Address	Street Address	Street Address
City State ZIP Code	City State ZIP Code	City State ZIP Code
Email Address	Email Address	Email Address
Telephone Number ()	Telephone Number ()	Telephone Number ()
Relationship to Cosigner	Relationship to Cosigner	Relationship to Cosigner

Cosigner Last Name	Cosigner First Name	Middle Initial
Social Security Number		
Section D. Cosigner Certification and Authorizations		
<p>Under penalty of perjury I certify that:</p> <p>I must notify my lender if any of the following events occur:</p> <ul style="list-style-type: none">• I change my address, email address or any of my telephone numbers,• I change my name,• I change employers, or• I have any other change that would affect my ability to repay this loan. <p>I make the following authorizations and statements of understanding:</p> <p>A. I understand a Loan Approval Disclosure and a Loan Final Disclosure will be provided to me by BND after the application process is completed by the borrower and the loan has been approved. No action is required by me unless I decide to cancel this loan application. Additional information on these disclosures is located on page three.</p> <p>B. I understand I will not receive any loan proceeds, but as a cosigner this loan is still considered my loan. The status of this loan (positive or negative) will be reported to consumer reporting agencies on a monthly basis until the loan is paid in full.</p> <p>C. I understand this loan will not automatically be discharged in bankruptcy.</p> <p>D. I authorize the lender or their agents to investigate my credit record and report information concerning this loan to persons and organizations permitted by law to receive this information.</p> <p>E. Even though I will not receive any of the loan proceeds, I understand by cosigning this loan, if the borrower fails to repay the loan, it is my responsibility to repay the principal balance, all accrued interest, late charges and collection costs until the loan is paid in full. Interest accrues on the unpaid principal balance of the loan from the date of disbursement until the entire principal balance is paid in full.</p> <p>F. I authorize the release of information related to this loan by and amongst BND, SLND (the guarantor), subsequent loan holder(s) and their agents, and members of my immediate family unless I submit written directions otherwise.</p> <p>G. I authorize my lender, SLND, or their agents to: (i) make inquiries of the borrower; (ii) make inquiries of my employer; (iii) release information and make inquiries to the persons I have listed on my loan application as references, for the purpose of learning my current address and telephone number.</p> <p>H. If necessary to service my account or collect amounts owed on this loan, I authorize my lender or their agents to contact me at any number I provide or at any number they reasonably believe I can be reached. I authorize them to contact me by calling, texting or by email. I may be contacted by an automated dialer or through the use of prerecorded messages. I may be contacted on a mobile, wireless or similar device, even if I am charged for it. I also understand that calls may be monitored or recorded.</p> <p>I understand I have the right to NOT be contacted by email, by text or by an automated/prerecorded message if I notify my lender in writing that I prefer no contact using any one or all of those methods.</p>		

Review your Cosigner Credit Application and Promissory Note to ensure you have completed all sections.

Section E. Promissory Note (To be completed and signed by the cosigner)	
COSIGNER PROMISE TO PAY	
<p>Although I will not personally receive any loan proceeds, I promise to repay this debt, including unpaid principal, accrued interest, late fees, and/or collection costs, if the borrower fails to repay the debt. I understand that the lender/holder can use the same collection methods against me that can be used against the borrower.</p> <p>If I fail to make a required payment when due I will pay a late fee. If I default on this loan, I will pay a collection fee up to the maximum amount allowed under the North Dakota Century Code section 15-62.1-07. All principal, outstanding interest, and fees must be repaid in full for this loan to be satisfied.</p> <p>A Loan Approval Disclosure and a Loan Final Disclosure will be provided to me by BND after the application process is completed by the borrower and the loan has been approved. These Disclosures will provide me with an opportunity to review the loan amount, the terms of the loan which I am agreeing to repay and the steps I must take if I want to cancel this loan application.</p> <p>I will not sign this Note before reading the entire Note, even if I am told not to read it. I am entitled to an exact copy of this entire Note. My signature certifies I have read, understand and agree to the terms and conditions of this Promissory Note, as applicable. Under penalty of perjury, I certify that the information provided on this DEAL One Loan & DEAL Consolidation Loan Cosigner Credit Application and Promissory Note is true and accurate. I authorize the lender, or its agent, to investigate my credit record and report information concerning my credit to the proper persons and organizations. I UNDERSTAND THAT THIS DEBT WILL BECOME PART OF MY CREDIT RECORD AND IS A LOAN THAT I MUST REPAY IF THE BORROWER DOES NOT.</p> <p>AUTHORIZATION: I agree and allow Bank of North Dakota (BND) and its affiliates to contact me through mobile phone communications, to include text messages, email, etc., where available at the current or any future numbers that I provide; this includes my authorization for BND to provide telemarketing offers related to their products and or services in the same manner. Communication may include the use of automated telephone dialing equipment or artificial or prerecorded voice. I accept BND's contact with me, even if my provider may charge me for the delivery of such. I understand consent is not a requirement or condition of this application and I have the right to cancel this authorization with BND at any time and in any reasonable manner.</p> <p>YOU MUST SIGN AND DATE THIS PROMISSORY NOTE.</p>	
Cosigner Signature	Date (mm/dd/yyyy)

UNSUBSCRIBE/CANCEL: You may withdraw your authorization for BND to provide telemarketing offers related to their products and or services through our secure website; or by calling us at 800.472.2166. ext. 328.5660 (toll free), 701.328.5660 (local), or 800.366.6888 (TYY); or by stopping at our office located at 1200 Memorial Hwy, Bismarck, ND.

**DEAL ONE LOAN & DEAL CONSOLIDATION LOAN
COSIGNER CREDIT APPLICATION AND PROMISSORY NOTE (continued)**

Loan Approval Disclosure

When this loan is approved, BND will send me a Loan Approval Disclosure identifying additional terms of the loan. This disclosure will notify me of the principal balance, interest rate, interest type and the repayment terms for this loan.

Loan Final Disclosure

When the borrower has agreed to the Loan Approval Disclosure, BND will send me a Loan Final Disclosure, with a specific "Right to Cancel" date. **This is my last opportunity to cancel this loan.**

Interest Rate Types

The borrower will choose between a fixed or variable interest rate option.

If the borrower selects a fixed rate, the interest rate will be set on the day BND approves the loan and remains the same until the loan is paid in full.

If the borrower selects a variable rate, the interest rate will change as interest rates decrease or increase throughout the life of the loan which could impact the monthly payment amount.

Administrative Fee and Interest Rate

When the application is approved, I will receive a Loan Approval Disclosure which will list the interest rate along with any administrative fees I may be charged. If I am charged an administrative fee, it will be added to the balance of my loan. Current interest rates and fees can be found at BND's website bnd.nd.gov or by calling 800.472.2166 ext. 328.5660.

Credit Bureau Notification

Information concerning the amount, disbursement and repayment of this loan will be reported monthly to national consumer reporting agencies. My lender must provide a timely response to a request from any credit organization regarding objections I might raise with that organization about the accuracy and completeness of information.

Repayment

This loan will enter repayment immediately after it disburses. BND will provide the borrower a repayment schedule that identifies the payment amount and due date. Payments will be applied to interest, costs, or fees first and then to the principal balance. The borrower may prepay any part of the unpaid balance on the loan at any time without penalty.

To release a cosigner from a loan, each of the following requirements must be met:

- The borrower must be found creditworthy based on the credit criteria in effect at the time the request is made.
- The appropriate number of consecutive, regular on-time payments must have been made to BND.
 - For DEAL Consolidation or DEAL One Loans, 48 consecutive, regular on-time payments are required.
- A regular on-time payment is a payment received within 15 days of the due date while in repayment status. This does not include payments made during forbearance or deferment periods.
- The payment counter restarts if there is a period of reduced payments, deferment, forbearance or a payment is received more than 15 days past the due date.
- The borrower must submit the DEAL Request for Release of Cosigner form.

Loan Repayment Benefit

I may be eligible to receive a 0.25% interest rate reduction if I request and am approved to have my monthly payment withdrawn electronically from my bank account. This benefit may reduce my repayment term and the total amount of interest paid over the life of the loan. This benefit will be cancelled due to an NSF payment, if I request the withdrawal to be cancelled or at any time by BND. I must provide an additional request to regain this benefit. BND reserves the right to modify or discontinue this benefit.

Late Charges

If the borrower and I fail to make any part of an installment payment within 15 days after the due date, my lender may assess a late fee not to exceed 6 percent of the unpaid portion of the installment or a maximum amount of \$15. There may be a charge on non-sufficient funds (NSF) payments as allowed under the North Dakota Century Code.

Postponing or Reducing Payments

Under certain circumstances, I may be able to postpone or reduce the payments on this loan if the borrower or I request and provide evidence that verifies eligibility.

My lender is not required to postpone or reduce the monthly payment. If my lender agrees to postpone the monthly payment(s), interest on this loan will continue to accrue. Although the borrower and I are not required to make payments during these periods, it is to our advantage and we are encouraged to make payments during this time. By making payments, or by paying some of the interest, it will reduce the total amount that needs to be paid over the life of the loan. Interest not paid will be added to the principal balance through capitalization when the loan enters repayment.

Loan Cancellation

I understand if the borrower dies or becomes permanently and totally disabled, this loan may be cancelled. If I die or become permanently and totally disabled, I may be removed as the cosigner of this loan. The request for cancellation based on a permanent and total disability may not be approved if the condition existed prior to this loan application. My lender will determine what documentation must be provided to apply for loan cancellation.

Sale or Transfer

I consent to the sale or transfer of this loan. If ownership of this loan is transferred, I will be notified of the contact information for the new holder of this loan, if the payment address changes. A sale or transfer will not affect my rights and responsibilities.

Acceleration and Default

At the option of the lender, the entire unpaid balance will become due and payable when the loan defaults. Default occurs when any of the following events occur: the borrower or I fail to pay the entire balance after the lender has demanded payment in full; or the borrower and I fail to make monthly payments when due and the failure persists for at least 270 days; or the borrower and I fail to comply with other terms of the loan and the lender reasonably concludes we no longer intend to honor the repayment obligation.

If the borrower and I default, the guarantor may purchase my loan and capitalize all outstanding interest into a new principal balance. At the time of default, fees may be assessed up to the maximum amount allowed under the North Dakota Century Code. The new principal balance and collection fees will become due and payable.

The default will be reported to national consumer reporting agencies and will significantly and adversely affect my credit history. Defaulting shall have additional adverse consequences and may result in any or all of the following: loss of state income tax refunds, loss of state lottery prizes, legal action, assessment of collection charges, loss of professional license and loss of eligibility for deferments and forbearances.

Governing Law and Notices

This Note is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Note must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Any notice required to be given to me will be effective if mailed by first class mail to the latest address I have provided to the loan holder of this Note, or if the lender reasonably determines that this address is no longer my address, to the latest address secured by the lender or other reliable source. Failure by the lender to enforce or insist on compliance with any term on this Note shall not be a waiver of any right of the lender. No provision of this Note may be modified or waived, except in writing. If any provision of this Note is determined to be unenforceable, the remaining provisions shall remain in force.

Important Information about Procedures for Opening a New Account

To help the federal government fight the funding of terrorism and money laundering activities, Section 326 of the USA PATRIOT Act¹ requires all financial institutions to obtain, verify and record information that identifies each person who opens an account (checking, savings, certificates of deposit, loans, safekeeping services, trust services, etc.). What this means for you:

- When you open an account or request certain services, we will ask for your name, address, date of birth, identification number such as your Social Security Number or Tax Identification Number, and other information that will allow us to identify you.
- We may also ask to see your driver's license or other identifying documents.

The principal purpose and routine use of this information are to verify your identity, provide for the servicing of your account or loan, including communications with consumer reporting agencies, and in the event it is necessary, to locate you and collect on your loan(s). Providing any requested information is mandatory in order to open the account or receive the requested service. We will not be able to open your account or grant the service if the requested information is not provided.

In all cases, protection of our customers' identity and confidentiality is the Bank's pledge to you.

¹ This notice also satisfies our obligations under the Privacy Act of 1974.

MILITARY LENDING ACT
Federal law provides important protections to regular or reserve members of the Army, Navy, Marine Corps, Air Force or Coast Guard, serving on active duty under a call or order that does not specify a period of 30 days or fewer, and their dependents. Members of the Armed Forces and their dependents may be able to obtain financial assistance from Army Emergency Relief, Navy and Marine Corps Relief Society, the Air Force Aid Society, or Coast Guard Mutual Aid. Members of the Armed Forces and their dependents may request free legal advice regarding an application for credit from a service legal assistance office or financial counseling from a consumer credit counselor.

To receive a verbal disclosure of this benefit and information about repayment estimates, please call 844.497.8579.

FACTS

WHAT DOES Bank of North Dakota DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- account balances and transaction history
- account transactions and credit history

When you are no longer our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Bank of North Dakota chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does the Bank of North Dakota share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.	Yes	No
For our marketing purposes - to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes - information about your transactions and experiences.	No	We don't share
For our affiliates' everyday business purposes - information about your creditworthiness.	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?

Call 1-800-472-2166 or go to www.bnd.nd.gov

Who we are

Who is providing this notice?	Bank of North Dakota (BND) Student Loans of North Dakota (SLND), as administered by the BND
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What we do

How does Bank of North Dakota protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Bank of North Dakota collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none">■ open an account or apply for a loan■ make a wire transfer or show your government issued ID■ make deposits or withdrawals from your account. We also collect your personal information from credit bureaus.
Why can't I limit all sharing?	Federal law gives you the right to limit only: <ul style="list-style-type: none">■ sharing for affiliates' everyday business purposes - information about your creditworthiness■ affiliates from using your information to market to you■ sharing for nonaffiliates to market to you State law and individual companies may give you additional rights to limit sharing.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none">■ <i>Bank of North Dakota has no affiliates.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none">■ <i>Bank of North Dakota does not share with nonaffiliates so they can market to you.</i>
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none">■ <i>Bank of North Dakota does not jointly market.</i>

Other important information

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