

Canyon State Credit Union,

3440 W Deer Valley Road
Phoenix, Arizona 85027
(623) 580-6000
FAX: (602) 755-5539

**OPEN-END CREDIT PLAN
AND AGREEMENT TO TERMS**

	ACCOUNT NUMBER
BORROWER'S NAME AND ADDRESS	DATE OF BIRTH
CO-BORROWER'S NAME AND ADDRESS	DATE OF BIRTH

AN OPEN-END CREDIT PLAN FROM YOUR CREDIT UNION

This Open-end Credit Plan is a quick and convenient way for you to obtain a loan when you need it. This is an open-end, multi-featured credit plan. We anticipate that you will borrow money (called "advances") from time to time under the Plan. Several types of credit, called "subaccounts", are available under the Plan. Finance charges will accrue for any outstanding balance on the plan. We may, but do not have to, set credit limits on certain subaccounts or on the entire plan as a whole. The amount of credit available against any credit limit may vary in accordance with the payments you make against your outstanding balance. Advances may be applied for by telephone, email, internet, fax, mail or in person.

MEMBER'S DISCLOSURE STATEMENT

HOW TO COMPUTE THE FINANCE CHARGE: The Finance Charge is the total cost to you of obtaining credit through this credit plan. The Finance Charge begins to accrue on the date of each advance and accrues for each day the balance remains unpaid. The unpaid balance for each day is multiplied by the daily periodic rate to determine the Finance Charge for that day. The sum of these daily charges is the Finance Charge you will pay. The unpaid principal balance is that balance which is in your account at the close of business after all transactions, including payments and new borrowings, have been entered.

Security Interest: Collateral is required for all advances. The credit union will take a security interest in all your shares and deposits in the credit union, including future additions, as security for advances under this plan. Additionally, the credit union will take a security interest in the property purchased with the advance or in property identified in the Advance Receipt form or other security agreement for each secured advance under this plan. Property given as security for any other loan held by the credit union will also secure all amounts you owe under this plan (see Security Agreement beginning on page 7 of this document).

Property Insurance: You are required to carry insurance against loss by fire, theft, or collision and comprehensive coverage on motor vehicles and other property pledged as security on your loan. The insurance may be obtained by any insurance broker of your choice. The insurer waives all rights of subrogation against the consumer. If you do not obtain property insurance, the Credit Union may provide it for you.

Late Charges: A late payment fee of 5% of the payment amount or \$10.00, whichever is greater, will be assessed on payments received 10 or more days past due.

Credit/Debit Cards: The Credit Union will issue you debit cards, loan drafts, or credit cards (including, but not limited to drafts, cards, plates, coupon books, debit cards or other consumer credit devices) if they are now or in the future made part of your open-end credit plan.

Overdraft Protection: If you request Overdraft Protection, any overdrafts on your share draft account will be charged against your personal line of credit and will be subject to the Finance Charge applicable to your personal line of credit.

Credit Limit \$ _____

CREDIT PLAN RATES

See separate Open-end Credit Plan Rates & Fees Addendum for Type of Transactions, Credit Plan Rates, and Fees that will apply to your Plan.

NOTICE: SEE ATTACHED NOTICE FOR IMPORTANT INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS.

BORROWER'S NAME	ACCOUNT NUMBER
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BORROWER'S ACKNOWLEDGMENT

BY SIGNING BELOW, I AGREE AS FOLLOWS:

Terms and Conditions: I acknowledge that I have read, understand and accept the terms and conditions of the Open-end Credit Plan, Disclosures, Credit Agreement, and Security Agreement. I also understand that I may receive our Advance Receipt, that the Advance Receipt is a part of my credit contract, and I should be bound by the terms of the Advance Receipt. I acknowledge that I have received copies of these documents. If I have elected to apply for voluntary credit insurance, I acknowledge that I have read and understand the terms of the insurance Application and Certificate of Group Insurance; I certify that all information given in connection with the Application is true and complete; and I acknowledge receipt of a copy of the Application and Certificate.

I also understand that by signing or endorsing any advance proceeds checks or vouchers, or by otherwise accepting, using or accessing plan funds in anyway, I also agree to the terms of the above documents. I further understand and acknowledge that no additional signatures shall be required for you to enforce the terms of the above agreements, but I may be asked, and shall be required to, provide additional signatures if you deem it necessary. I also agree to provide Credit Union with any and all information necessary for you to perfect your security interest in any collateral pledged in connection with my advances, either now or in the future.

Cross-collateralization: I understand and acknowledge that any and all collateral given in connection with any advances shall secure all amounts I owe the credit union now and in the future. However, non-purchase-money household goods shall not secure any loan or advance, and my principle dwelling will not secure any advance under this Open-end Plan.

On-going credit checks: I understand that you may periodically update my credit information in order to evaluate my on-going credit worthiness, without any additional signatures, for as long as my plan is open and/or an outstanding balance exists. You may use and communicate any information gathered for any lawful purpose in any manner allowed by law.

Credit Insurance: Voluntary Credit Insurance is available to protect your loan. If you are interested in applying for coverage please complete the Insurance Application on page 3 of this document.

PLEDGE OF SHARES: I grant and pledge to you a consensual lien on all sums on deposit to secure my obligations to the credit union pursuant to applicable state law. "All sums on deposit" and "shares" for purposes of this pledge means all deposits in any share savings, share draft, club, certificate, P.O.D., revocable trust or custodial account(s), whether jointly or individually held, that you have on deposit now or in the future, all of which are deemed "general deposits" for the purpose of this pledge. My pledge does not include any IRA, Keogh, tax escrow, irrevocable trust or fiduciary account in which I do not have vested ownership interest. In addition, I acknowledge and agree to impressment of the Credit Union's statutory lien rights under the Federal Credit Union Act as of the date I opened my credit plan, which gives you the right to apply the sums in my account(s), to satisfy any obligations I owe to the credit union, regardless of contributions at the time of default, and without further notice to me or any owner of the account(s).

SECURITY INTEREST AND LIEN ON ACCOUNT(S). (1) By signing this Open-end Credit Plan, or by accessing, using, or otherwise accepting any funds, accounts or services, I grant the Credit Union a security interest in all goods, property, or other items purchased under this Plan either now or in the future, or in any other collateral given now or at the time of any future advance, or given at any other time in connection with the Open-end Plan, in accordance with my Security Agreement. I also agree to abide by the terms of the Security Agreement and any Advance Receipt or similar document.

(2) By signing this Open-end Credit Plan and/or Account Card, or by accessing, using, or otherwise accepting any funds, accounts or services, I grant the credit union, and you impress, a lien on any and all funds in any joint and individual share account(s), regardless of the source of the funds in the account(s) or any owner's contributions, to secure any account owner's joint or individual obligations to you, now or in the future, whether direct, indirect, contingent or secondary. This lien secures all debts I owe you pursuant to any loan or credit agreements; under this Open-end Credit Plan; arising from any insufficient funds item; fees; costs, expenses; or otherwise. I understand and agree that the Credit Union has multiple rights which include a "consensual lien" a "statutory lien" pursuant to 12 USC 1757 and 12 CFR 701.39, applicable state law and your "common law" right to set off, which authorizes you to apply the funds in any joint or individual account to any obligations owed to you if I default or fail to pay or satisfy any obligation to you without any legal process, court proceeding or any notice to any owner of the account(s) affected hereunder or otherwise under this Agreement. I specifically agree that you have a right to place an administrative freeze on any of my joint or individual account(s) and that such action shall not violate 11 USC 362 or other applicable law. I agree that my account(s) are not assignable or transferable except to the Credit Union unless specifically authorized in writing by you. Obligations secured by my primary residence, household goods and any funds in an IRA or Keogh account are not included in your lien or this security interest, unless subject to specific pledge or security agreement. The Credit Union will not have any responsibility or liability to me or others relating to the dishonor or other return of any check, draft, ACH transaction or other order occurring as a result of you exercising your lien rights or freezing any accounts in order to protect or preserve such rights.

If I have applied for voluntary credit insurance, I acknowledge receipt of the credit insurance Application and Certificate. If I purchase voluntary credit insurance or other products in connection with this loan, I understand that a portion of the premium or fee I pay will be retained by the credit union (or paid back to the credit union by the service provider) as compensation for making these services available to me.

Negative Information Notice: You may report information about my account to credit bureaus. Late payments, missed payments, or other defaults on my account may be reflected in my credit report.

IMPORTANT NOTICE 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 me: When I open an account, you will ask for my name, address, date of birth, and other information that will allow you to identify me. You may also ask to see my driver's license or other identifying information.

BORROWER'S SIGNATURE	DATE
X	

CO-BORROWER'S SIGNATURE	DATE
X	

BORROWER'S NAME	ACCOUNT NUMBER
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APPLICATION OF BORROWER

Minnesota Life Insurance Company 400 Robert Street North St. Paul, Minnesota 55101-2098

CREDIT LIFE INSURANCE		CREDIT DISABILITY INSURANCE		
GROUP POLICY NUMBER	INSURANCE MAXIMUM	GROUP POLICY NUMBER	MAXIMUM MONTHLY DISABILITY BENEFIT	MAXIMUM LOAN REPAYMENT PERIOD*
24652-500	\$50,000	23220-500	\$800	120 Months
MAXIMUM LOAN REPAYMENT PERIOD*	MAX. AGGREGATE DISABILITY BENEFIT	WAITING PERIOD	RETROACTIVE BENEFIT	
180 Months	\$50,000	30 Days	No	

I (we) are applying for the credit insurance coverage(s) selected below and agree to pay the required premium. I (we) understand and acknowledge that: (1) fees may be paid by the insurer in connection with this coverage to the sponsor of this plan and/or its affiliates or designates; (2) the purchase of this insurance is **voluntary and not required** in order to obtain credit and that I (we) may terminate it at any time; (3) all plans of credit insurance for which you are eligible have been disclosed to you; (4) if you have other life or disability insurance you may not want or need credit insurance; (5) if you decide to cancel your credit insurance and you return your certificate to us within 30 days after receiving it, a full refund of all premiums you have paid will be refunded or credited to your account; (6) credit life insurance is designed to reduce or pay off your loan if you die; (7) credit disability insurance is designed to take over your loan payments if you become disabled; (8) the insurance benefits are payable to your creditor; and (9) subject to the when insurance terminates provision set forth in the certificate, insurance coverage is provided for the term of the loan. I (we) also agree that:

1. I am eligible for life insurance if I am presently under age 70 and my loan is repayable within the maximum loan repayment period shown above. **In no event is life insurance coverage to remain in force beyond the date you reach age 70. Please read the "When does your insurance terminate?" provision.**
2. If joint life insurance is selected, we are eligible if the older applicant is presently under age 70 and our loan is repayable within the maximum loan repayment period shown above. We must be jointly and individually liable under the loan. Co-signers or guarantors are not eligible for insurance. **In no event is joint life insurance coverage to remain in force beyond the date the older of the two of you reaches age 70. Coverage will terminate on both of you. Please read the "When does your insurance terminate?" provision.**
3. I am eligible for disability insurance if I am presently under age 66 and my loan is repayable within the maximum loan repayment period shown above. I also must be presently working outside the home for wages or profit for 30 hours or more per week and have been so working for 30 days or more immediately prior to this date. **In no event is disability insurance coverage to remain in force beyond the date you reach age 66. Please read the "When does your insurance terminate?" provision.**
4. A person signing this application as co-applicant is not eligible for disability insurance.

The following question must be answered to determine my (our) eligibility for insurance:

<input type="checkbox"/> APPLICANT <input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> CO-APPLICANT <input type="checkbox"/> YES <input type="checkbox"/> NO	During the last two years, have you been advised of or treated for: cancer, heart attack or coronary artery disease, stroke, cirrhosis, or Acquired Immune Deficiency Syndrome (AIDS)?
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My (our) answer to the above question is true to the best of my (our) knowledge and belief. If my co-applicant or I answer "Yes" to this question, we understand that the person answering "Yes" is not eligible for insurance and will not be insured.

The effective date of my (our) insurance will be the date of this application, the date the eligible loan is disbursed, or the date the note evidencing the loan is signed, whichever date is later.

THIS INSURANCE CONTAINS LIMITATIONS/EXCLUSIONS PERTAINING TO BENEFITS PAYABLE.

COVERAGE REQUESTED (*MONTHLY PER \$100.00 OF OUTSTANDING LOAN BALANCE.)					
<input type="checkbox"/> Yes <input type="checkbox"/> No	Single Life	6.8 ¢*	<input type="checkbox"/> Yes <input type="checkbox"/> No	Joint Life	10.2 ¢*
<input type="checkbox"/> Yes <input type="checkbox"/> No	Credit Disability	14.8 ¢*			

APPLICANT'S SIGNATURE	DATE
X	

CO-APPLICANT'S SIGNATURE (Joint Life Only)	DATE
X	

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BORROWER'S NAME	ACCOUNT NUMBER
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IN THESE AGREEMENTS, THE WORDS "I," "ME," "MY" AND "MINE" WILL MEAN ANY PERSON WHO EXECUTES THE OPEN-END CREDIT PLAN BY SIGNING THE OPEN-END CREDIT PLAN, OR ANY ADVANCE RECEIPT OR SIMILAR DOCUMENT, OR ANY PERSON WHO ENDORSES A PROCEEDS CHECK OR OTHERWISE ACCEPTS, ACCESSES, OR USES, PLAN FUNDS IN ANY WAY. THE WORDS "YOU," "YOUR" AND "YOURS" MEAN THE CREDIT UNION.

CREDIT AGREEMENT

Agreement to Terms: By signing this Open-end Credit Plan, and/or by accepting, using, or accessing any proceeds under this plan, I agree to the terms and conditions of the Open-end Credit Plan, Disclosures, Credit Agreement, and Security Agreement, and any and all Advance Receipts, and any future amendments thereto, and promise to pay you all amounts due.

Advances, Credit Limits, Plan Access, and Periodic Statements: I may apply for advances under this Plan in any manner allowed by the Credit Union, including telephone, e-mail, internet, fax, mail or in person. You reserve the right to refuse to make an advance without affecting the liability of any co-borrower. Advances will at no time exceed any credit limits as set forth in the loan policy of the credit union. If an advance is approved, you may issue a proceeds check or draft to me; or deposit advance proceeds into my share account or share draft account; or issue to me credit cards or ATM/Debit cards in order to directly access my Plan and obtain advances. I will receive a periodic statement describing the activity on my Plan during the applicable billing cycle.

Liability for Unauthorized Use: If I use an ATM/Debit card to access my plan, I may be liable for the unauthorized use of the card. I must tell the Credit Union at once if I believe my ATM/Debit card has been lost, stolen, or used without my permission. I may contact the Credit Union at: Eagle Legacy Credit Union, P.O. Box 1346, Arvada, CO 80001-1346 or call (303) 422-6221. I will not be liable for unauthorized use that occurs after I notify the Credit Union of the loss, theft, or possible unauthorized use. If the card is used to obtain advances directly from the Plan, my total liability will not exceed \$50.00. If the authorized withdrawal is from a share draft account, my liability is governed by the Regulation E disclosures I received at the time I received my ATM/Debit card, even if the withdrawal results in an advance being made from my overdraft subaccount under my Open-end Credit Plan.

I also have certain rights and responsibilities under the Fair Credit Billing Act if I believe my periodic statement is incorrect. See Billing Rights Notice at the end of this Credit Agreement.

Advance Receipts: If I take an advance under this Plan, I will receive an Advance Receipt outlining the transaction and describing any collateral given as security for that advance. The Advance Receipt is part of the credit contract and I must abide by the terms described therein.

Payments: The minimum monthly payment and due date will be set and disclosed to me at the time each advance is made. My minimum payment will be based upon the amount of my outstanding balances immediately after my most recent advance. My minimum payment will not change unless I request additional advances or fail to keep my agreement. I may pay the credit balance in full or in part at any time without penalty. However, minimum periodic payments are required on each loan account as long as any balance exists.

Late Charges: If I make a late payment, I agree to pay a late charge if one is disclosed on the face of this document.

Credit Insurance: Credit life and/or credit disability insurance is voluntary and not a condition of opening my Plan or obtaining any advance. Borrower will only have this coverage if Borrower applies for the coverage, meets the eligibility requirements, and agrees to pay the premiums. The premium will be charged and collected monthly and will become part of Borrower's minimum monthly payment. Credit insurance will cover all advances under the Plan now and in the future (subject to any limitations, restrictions or exclusions contained in the Certificate) and

premiums will be charged according to the outstanding balance of the Plan. If Borrower fails to pay the insurance premiums, Credit Union may cancel the coverage or, at its option, pay the premiums and add them to Borrower's outstanding plan balance, upon which interest will accrue. Borrower may cancel coverage at any time by informing the Credit Union of the intent to do so. Credit Union retains a portion of the premium (or a portion is paid back to the credit union by the service provider) as compensation for making this service available. See Certificate for specific terms and conditions of the insurance contract.

Default: *The following provision applies to borrowers in Idaho, Kansas, and Maine:* I will be in default if (1) I do not make a payment of the required amount when due; or (2) you believe the prospect of payment, performance, or realization on any property given as security is significantly impaired.

The following provision applies to borrowers in Wisconsin: I will be in default if any of the following occur: (a) I fail to make a payment when due on two (2) occasions within any 12-month period; OR (b) I breach any term or condition of this Open-end Plan, which breach materially impairs my ability to pay amounts when due or materially impairs the condition, value, or protection of your rights to or in any collateral securing this transaction. When I am in default, I am entitled to notice of such default and I have a right to cure the default within fifteen (15) calendar days after the date of mailing of such notice. If I fail to cure the default, the full amount of the unpaid balance due shall become immediately payable.

The following provision applies to all other borrowers: I shall be considered in default if any of the following occur: (1) If I break any promise made under this Credit Agreement or under the Security Agreement; or (2) if I do not use the money you advanced me for the purpose stated in my application; or (3) if you should, in good faith, believe that prospect of payment, performance or realization of the collateral, if any, is impaired; or (4) if I die; or (5) if I file a petition in bankruptcy, insolvency, or receivership or am put involuntarily into such proceedings; or (6) if the collateral, if any, given as security for this account is lost, damaged or destroyed, or if it is levied against, attached or garnished; or (7) if I do not pay on time any of my current or future debts to you. If I default, you may, at your option, declare this account immediately due and payable, and I must immediately pay to you at that time the total unpaid balance, as well as the **Finance Charge** to date, any late charges and costs of collection permitted under law, including reasonable attorney's fees. Costs of collection include, but are not limited to, repossession fees, appraisals, environmental site assessments, casualty damage insurance coverage, and attorney's fees for any action taken by an attorney in order to collect this loan or preserve or protect the credit union's rights and remedies, including, without limitation, pre-suit demands for payment, pre-suit mediation or settlement negotiations, investigation and assessment of the credit unions' rights, participation in bankruptcy cases, matters, and proceedings (including, without limitation, filing proofs of claim, pursuing reaffirmation agreements, attending meetings of creditors, and pursuing complaints, motions, and objections that relate in any way to the credit union's collateral or right to payment), collateral disposition, non-bankruptcy suits and/or administrative actions, and appeals. The principal balance in default shall bear interest at the contract rate; or (8) if anyone is in default of any security agreement given in connection with any advance under this Plan; (9) If I make any false or misleading statements in any credit application or update of credit information; (10) I am in default of any other loan or security agreement I have with the Credit Union; or (11) I use the Plan for any illegal purpose or transaction as determined by applicable law.

BORROWER'S NAME	ACCOUNT NUMBER
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IN THESE AGREEMENTS, THE WORDS "I," "ME," "MY" AND "MINE" WILL MEAN ANY PERSON WHO EXECUTES THE OPEN-END CREDIT PLAN BY SIGNING THE OPEN-END CREDIT PLAN, OR ANY ADVANCE RECEIPT OR SIMILAR DOCUMENT, OR ANY PERSON WHO ENDORSES A PROCEEDS CHECK OR OTHERWISE ACCEPTS, ACCESSES, OR USES, PLAN FUNDS IN ANY WAY. THE WORDS "YOU," "YOUR" AND "YOURS" MEAN THE CREDIT UNION.

Illegal Use and Internet Gambling: I agree that all transactions that I initiate by use of any advance or any card which accesses my Plan are legal in the jurisdiction where I live and/or where the transaction occurred. Internet gambling may be illegal in the jurisdiction in which I am located, including the United States. My Plan and any card which accesses my Plan may only be used for legal transactions. Display of a payment card logo by an online merchant does not mean that internet gambling transactions are lawful in all jurisdictions in which I may be located. I agree to repay according to the terms of this Agreement all transactions I initiate by taking an advance or using my card(s), whether deemed legal or illegal.

Action Upon Default: *The following provision applies to borrowers in Colorado, District of Columbia, Kansas, Maine, Massachusetts, Missouri, Nebraska, and West Virginia:* Once I have defaulted, and after the expiration of any right I may have under applicable state law to cure my default, you can demand immediate payment of the entire unpaid balance of the plan without giving me advance notice. The principal balance in default shall bear interest at the contract rate, or a default rate if one has been disclosed to me, or another rate if required by applicable law.

The following provisions applies to borrowers in Wisconsin:
Right to Cure Default: If I am in default under this Agreement, you must give a notice of default to me pursuant to Wisconsin Statutes sec. 425.104 - 425.105. I shall have fifteen (15) calendar days from the date the notice is mailed to me to cure the default. In the event of an uncured default, you shall have all the rights and remedies for default provided under the Wisconsin Consumer Act. You may waive any default without waiving any other subsequent or prior default by me. Upon default, you are not entitled to possession of the collateral until you have obtained a judgment authorizing recovery of the collateral; however, I may voluntarily surrender the collateral at any time without judicial proceedings. I am entitled to a court hearing on the issue of default before you can repossess the collateral; however, if I voluntarily surrender the collateral, I waive this right.

No Right To Cure: Pursuant to Wis. Stat. Sec. 425.105(3), I shall not have the right to cure a default if the following occur twice during the preceding twelve (12) months: (a) I was in default on the open-end plan; (b) You gave me notice of the right to cure such previous default in accordance with Wis.Stat.Sec. 425.104; and (c) I cured the previous default.

Nothing in this Agreement shall be construed to restrict your ability to exercise your rights under the Wisconsin Consumer Act, Wis.Stat.Sec. 409.105 and 409.504 or 425.207(2) or any similar or other rights if so permitted under applicable Wisconsin law.

The following provision applies to borrowers in all other states: Once I have defaulted, you may, at your option, declare all amounts under the Plan immediately due and payable, and I must immediately pay to you at that time the total unpaid balance, as well as the Finance Charge to date, any late charges and costs of collection permitted under law, including reasonable attorney's fees. The principal balance in default shall bear interest at the contract rate, or a default rate if one has been disclosed to me, or another rate if required by applicable law.

Collection Costs: I agree to pay all costs incurred by the Credit Union in collecting any amount I owe or in enforcing or protecting the Credit Union's rights under this Plan, including but not limited to, repossession and collateral disposition fees and costs; fees and costs incurred in locating collateral; appraisals; casualty damage insurance coverage; attorneys' fees of 20% of the unpaid balance or such greater amount as may be reasonable. I also agree to pay any additional amounts incurred by the Credit Union as a result of any appellate, bankruptcy or post-judgment proceedings, except as may be specifically limited or prohibited by applicable law.

Borrower Responsibility: I promise to notify you of any change in my

name, address or employment. I promise not to apply for an advance if I know there is a reasonable probability that I will be unable to repay my obligation according to the terms of the credit extension. I promise to inform you of any new information which relates to my ability to repay my obligation. I promise not to submit false or inaccurate information or willfully conceal information regarding my creditworthiness, credit standing, or credit capacity.

Joint Plans: If this Plan has more than one borrower, it is a joint Plan and each of us is individually and jointly responsible for paying all amounts owed. You can enforce your rights under this Plan against any one of us individually or against all of us together. If we give you inconsistent instructions, you can refuse to follow those instructions. Unless your written policy requires all of us to sign for an advance, each of us authorizes the other(s) to obtain advances individually and agrees to repay advances made to the other(s). Any notice mailed to one shall be considered notice mailed to all, unless applicable law requires individual notice. Any of us can remove ourselves from responsibility as a joint or co-borrower by notifying the Credit Union in writing. However, this will not relieve any of us from joint or several liability for any obligations already incurred.

Termination: I understand that you may terminate this credit and security agreement under the following conditions:

1. Upon adverse re-evaluation of my creditworthiness.
2. If I should fail to meet the terms of the agreements.
3. Notice to Wisconsin Borrowers: If I am a married Wisconsin borrower who has been extended individual credit, the Credit Union can terminate this Plan if it receives a written notice of termination from my spouse pursuant to Wis. Stat. 766.565(5). **See State Notices below for further information.**
4. At my option, or your option, with good cause and upon written notice.

I understand that termination will not affect my obligation to pay the balance outstanding incurred prior to notice.

Unlawful Transactions: I warrant and agree that my Open-end Credit Plan will not be used to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute an event of default under this Agreement. I agree that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by me or any authorized user(s). I further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

Additional Provisions:

1. I agree to provide you with a current financial statement if so requested and that no advance will be made until you have reviewed the financial statement.
2. In case any provision of this agreement is held invalid for any reason such determination shall not affect the remaining provisions of the agreement. But the agreement shall be enforced as if such provision was never included.
3. I admit that I have received a copy of this agreement, and that I have fully read and understand all of its terms and conditions.
4. My signing and endorsing any checks or drafts issued under this agreement shows my acceptance of its terms and conditions.

Change in Terms: You may change the terms of this Plan at any time after giving any notice that may be required by applicable law. Any change in the interest rate will apply to future advances and, at our discretion and subject to any requirements of applicable law, will also apply to unpaid balances.

BORROWER'S NAME	ACCOUNT NUMBER
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IN THESE AGREEMENTS, THE WORDS "I," "ME," "MY" AND "MINE" WILL MEAN ANY PERSON WHO EXECUTES THE OPEN-END CREDIT PLAN BY SIGNING THE OPEN-END CREDIT PLAN, OR ANY ADVANCE RECEIPT OR SIMILAR DOCUMENT, OR ANY PERSON WHO ENDORSES A PROCEEDS CHECK OR OTHERWISE ACCEPTS, ACCESSES, OR USES, PLAN FUNDS IN ANY WAY. THE WORDS "YOU," "YOUR" AND "YOURS" MEAN THE CREDIT UNION.

Governing Law: These agreements shall be construed and enforced in accordance with the laws of the State of Arizona.

State Notices:

NOTICES TO WISCONSIN BORROWERS: (1) If I am married and am extended individual credit, Wisconsin Statutes Section 766.56(3)(b) requires the Credit Union to notify my spouse of the extension of credit. If Credit Union receives a written notice of termination from Borrower's spouse pursuant to Wis. Stat. Section 766.565(5) in connection with this Plan, Credit Union reserves the right to declare Borrower in default of the Plan and to call the entire extension of credit due and payable notwithstanding Wis. Stat. Sections 425.103 and 425.105, to the extent not prohibited by law. If the Plan is called due and payable, I shall have certain rights to cure the default (see the "Actions Upon Default" paragraph above).

(2) Additionally, no provision of a marital property agreement, a unilateral agreement under Wis. Stat. Section 766.59, or a court decree under Wis.Stat. 766.70 adversely affects the interest of the Credit Union unless prior to the time the credit is extended, the Credit Union is furnished with a copy of the agreement or statement, or has actual knowledge of the adverse provision when the obligation to the Credit Union is incurred.

NORTH DAKOTA NOTICE TO BORROWERS PURCHASING A MOTOR VEHICLE - THE MOTOR VEHICLE IN THIS TRANSACTION MAY BE SUBJECT TO REPOSSESSION. IF IT IS REPOSSESSED AND SOLD TO SOMEONE ELSE, AND ALL AMOUNTS DUE TO THE SECURED PARTY ARE NOT RECEIVED IN THAT SALE, THE BORROWER MAY HAVE TO PAY THE DIFFERENCE.

NOTICE TO UTAH BORROWERS: This written agreement is a final expression of the agreement between me and the Credit Union. This written agreement may not be contradicted by evidence of any oral agreement.

NOTICE FOR ARIZONA OWNERS OF PROPERTY: It is unlawful for a borrower to fail to return a motor vehicle that is subject to a security interest within thirty days after I have received notice of default. The notice will be mailed to the address I provided on this document unless I have given the Credit Union a new address. It is my responsibility to notify the Credit Union if my address changes. The maximum penalty for unlawful failure to return a motor vehicle is once year in prison and/or a fine of \$150,000.

The following is required by Vermont Law: NOTICE TO CO-SIGNER ----- MY SIGNATURE ON THIS PLAN MEANS THAT I AM EQUALLY LIABLE FOR REPAYMENT OF THIS PLAN. IF THE BORROWER DOES NOT PAY, THE CREDIT UNION HAS A LEGAL RIGHT TO COLLECT FROM ME.

Contractual Pledge of Shares: I pledge all my shares and deposits in the credit union, including future additions, as security for advances under this Open-end Credit Plan. In case I default, you may apply these shares and deposits to the payment of all sums due at the time of default, including costs of collection and reasonable attorney's fees. No lien or right to impress a lien on shares and deposits shall apply to any of my shares which may be held in an "Individual Retirement Account" or "Keogh Plan."

MARRIED WISCONSIN RESIDENTS: Marital Status:
 Married Unmarried Legally Separated
 The name of my spouse is _____
 Spouse's SSN _____
 Address (if different) _____
 The credit being granted is incurred in the interest of the marriage or family of the Borrower(s).

BILLING RIGHTS NOTICE - KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about my rights and your responsibilities under the Fair Credit Billing Act.

Notify You In Case of Errors or Questions About My Statement

If I think my statement is wrong, or if I need more information about a transaction shown on it, I will write to you at the address listed on my statement, as soon as possible. You must hear from me no later than 60 days after you sent me the first statement on which the error or problem appeared. I may telephone you, but doing so will not preserve my rights.

In my letter, I will give you the following information:

1. My name and account number.
2. The dollar amount of the suspected error.
3. A description of the error and an explanation if I can why I believe there is an error. If I need more information I will describe the item I am not sure about.

My Rights and Your Responsibilities After You Receive My Written Notice

You must acknowledge my letter within 30 days, unless you have corrected the error by then. Within 90 days, you must either correct the error or explain why you believe the statement was correct.

After you receive my letter, you cannot try to collect any amount I question, or report me as delinquent. You can continue to bill me for the amount I question, including finance charges, and you can apply any unpaid amount against my credit limit. I do not have to pay any questioned amount while you are investigating, but I am still obligated to pay the parts of my statement that are not in question.

If you find that you made a mistake on my statement, I will not have to pay any finance charges related to any questioned amount. If you didn't make a mistake, I may have to pay finance charges and I will have to make up any missed payments on the questioned amount. In either case, you will send me a statement of the amount I owe and the date that it is due.

If I fail to pay the amount that you think I owe, you may report me as delinquent. However, if your explanation does not satisfy me and I write to you within ten days telling you that I still refuse to pay, you must tell anyone you report me to that I have a question about my statement. And, you must tell me the name of anyone you reported me to. You must tell anyone you report me to that the matter has been settled between us when it finally is.

If you don't follow these rules, you can't collect the first \$50 of the questioned amount, even if my statement was correct.

BORROWER'S NAME	ACCOUNT NUMBER
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IN THESE AGREEMENTS, THE WORDS "I," "ME," "MY" AND "MINE" WILL MEAN ANY PERSON WHO EXECUTES THE OPEN-END CREDIT PLAN BY SIGNING THE OPEN-END CREDIT PLAN, OR ANY ADVANCE RECEIPT OR SIMILAR DOCUMENT, OR ANY PERSON WHO ENDORSES A PROCEEDS CHECK OR OTHERWISE ACCEPTS, ACCESSES, OR USES, PLAN FUNDS IN ANY WAY. THE WORDS "YOU," "YOUR" AND "YOURS" MEAN THE CREDIT UNION.

SECURITY AGREEMENT

Security Interest; PLEDGE OF SHARES; Statutory Lien; Set-off; Administrative Freeze: By signing the Open-end Credit Plan, or by accessing, using, or otherwise accepting any funds, accounts or services under my plan: **(a) I grant the Credit Union a security interest** in all goods, property, or other items purchased under this Plan either now or in the future, or in any other property given now or at the time of any future advance, or given at any other time in connection with the Open-end Plan ("Collateral"). Any required description of the Collateral shall appear on my Advance Receipt or similar document and the Advance Receipt shall become part of this Security Agreement as if incorporated herein. The security interest includes all increases, substitutions and additions to the secured property, proceeds from any insurance on the secured property and all earnings received from the secured property. The security interest also includes all accessions. Accessions are things which are attached to or installed in the property now or in the future. The security interest also includes any replacements for the property which I buy within 10 days of the Advance or any extensions, renewals or refinancing of the Advance. If the value of the property declines, I promise to give you more security if asked to do so. I also agree to abide by the terms of the Security Agreement and any Advance Receipt or similar document. **(b) I GRANT AND PLEDGE TO YOU A CONSENSUAL LIEN ON ALL SUMS ON DEPOSIT** to secure my obligations to the Credit Union pursuant to applicable state law. If I have a credit card account(s) under my plan, this pledge of shares also applies to the credit card account(s). "All sums on deposit" and "shares" for purposes of this pledge means all deposits in any share savings, share draft, club, certificate, P.O.D., revocable trust or custodial accounts(s), whether jointly or individually held, that you have on deposit now or in the future, all of which are deemed "general deposits" for the purpose of this pledge. My pledge does not include any IRA, Keogh, tax escrow, irrevocable trust or fiduciary account in which I do not have vested ownership interest. **(c) I acknowledge and agree to impressment of the Credit Union's statutory lien rights** under the Federal Credit Union Act and/or applicable state law as of the date I opened my credit plan, which gives you the right to apply the sums in my account(s), to satisfy any obligations I owe to the credit union, regardless of contributions at the time of default, and without further notice to me or any owner of the account(s). **(d) I acknowledge and agree to your "common law" right to set off** under applicable state law which authorizes you to apply the funds in any joint or individual account to any obligations owed to you if I default or fail to pay or satisfy any obligation to you without any legal process, court proceeding or any notice to any owner of the account(s) affected hereunder or otherwise under this Agreement. **(e) I specifically agree that you have the right to place an administrative freeze on any of my joint or individual account(s) and that such action shall not violate 11 USC 362 or other applicable law.**

Multiple Rights; Cumulative Remedies: I understand and agree that the Credit Union has multiple rights as enumerated above and that the remedies are cumulative. Nothing herein shall limit or restrict the remedies available to you following any event of default under the terms of my Open-end Plan.

CROSS-COLLATERALIZATION: Property given as security under this Plan or for any other loan I have with the Credit Union will secure all amounts I owe the credit union now and in the future. However, property securing another debt will not secure advances under the Plan if such property is my dwelling (unless the proper rescission notices are given and any other legal requirements are satisfied), or are non-purchase-money household goods. Obligations secured by my primary residence, household goods and any funds in an IRA or Keogh account are

not included in your lien or this security interest, unless subject to specific pledge or security agreement.

Non-Transferability: I agree that my account(s) are not assignable or transferable except to the Credit Union unless specifically authorized in writing by you.

No Liability for Dishonor: The Credit Union will not have any responsibility or liability to me or others relating to the dishonor or other return of any check, draft, ACH transaction or other order occurring as a result of you exercising your lien rights or freezing any accounts in order to protect or preserve such rights.

Ownership of the Collateral: Depending on the nature of the advance and/or the preference of the Credit Union, the property given as Collateral may be property already owned by me or may be the property purchased with the advance proceeds. If I am granting a security interest in property already owned by me, I promise that I own the property, free of all security interests except that given to the credit union and except for any other interests disclosed by me to the credit union prior to the advance. I promise that I have informed you of any and all co-owners of the Collateral and/or any other person with an interest in or claim against the property. If I am using the advance proceeds to buy the property that shall be used as Collateral, I agree to use those advance proceeds for the sole purpose of buying that Collateral. I agree not to sell or lease the Collateral or to use it as security for a loan with another creditor until the advance is repaid. I agree not to allow another security interest or lien to attach to the Collateral either by my actions or by operation of the law.

Protecting the Security Interest: If my state issues a title for the Collateral, I agree to have your security interest shown on the title and to take any other steps necessary for you to perfect your security interest in that titled property. I may have to sign and/or file a financing statement or similar instrument to perfect your security interest and/or to protect your security interest from the claims of others. If asked to do so, I agree to sign a financing statement or other required document. I also agree to do whatever else you think is necessary to protect your security interest in the Collateral.

Use of the Collateral: Until the advance has been paid in full, I agree to (1) use the Collateral carefully and for the purpose it was intended and keep it in good repair; (2) Obtain your written permission before making major changes to the Collateral or changing the address where the Collateral is kept; (3) inform you in writing before I change my address; (4) allow you to inspect the Collateral; (5) Promptly notify you if the Collateral is damaged, stolen or abused; (6) Not use the Collateral for any unlawful purpose.

Property Insurance: I will maintain insurance to cover any vehicle or other property in which you have a security interest. This insurance will be in a form and an amount satisfactory to you. I will supply you with proof of such insurance until all sums owed to you and secured by this property are repaid. If I fail to maintain such insurance, you may, but are not required to, obtain insurance of your own and add the cost of such to the sums owed. This cost will bear interest at the contract rate until paid. I further assign to you the right to receive the proceeds of any insurance on such property, and direct any insurer to pay those proceeds directly to you. I authorize you to endorse any check or draft provided as the proceeds of such insurance, and apply those proceeds to the sums owed to you.

I further authorize you to provide your Insurance Service Center with the necessary information for verification of adequate coverage.

I acknowledge that insurance, or any extension thereof, placed by you is without benefit to me individually but is primarily for the protection of you.

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Notices: You may meet all requirements for sending me a notice of any kind if you send it to me by means of United States mail, at my last given address. You may also meet this requirement by delivering these notices to me electronically provided that I have agreed to receive notices by electronic means, such as email.

Additional Advances: Any additional advances made to me for the payment of taxes or assessments or liens of any kind, or premiums on authorized insurance and the interest owing thereon shall also be secured by this agreement.

Disposition of Collateral: If a default as defined in the credit agreement should occur, you have the authority, upon such default, to repossess and sell the collateral in a lawful manner. In such cases, you or your authorized representatives may, at your option, enter the premises where the collateral is kept and take possession, subject to applicable laws. You have the right to render the property pledged as collateral unusable and dispose of the collateral on the premises where the collateral is kept. If you decide to sell the collateral at a public sale, private sale or otherwise dispose of the collateral, you will notify me of the time and place of the intended disposition ten (10) days prior to the sale or disposition. If you sell or otherwise dispose of the collateral you may collect from me reasonable expenses incurred in the retaking, holding and preparing the collateral for and arranging the sale of the collateral. You may also collect reasonable attorney's fees and legal expenses, permitted by applicable law, incurred in connection with disposition of the property. Unless I default, I may keep possession of the property (collateral) described and use it in any lawful manner consistent with this agreement or with the insurance policy on the collateral. I understand that you have certain rights and legal remedies available to you under the Uniform Commercial Code and other applicable laws, and that you may use these rights to enforce payment if I default. In that event, I will at your request assemble the property (collateral) and make it available to you at a place of your choosing. If you decide to waive this default, it will not constitute a waiver of any other subsequent defaults.

Attorney-in-Fact: You are hereby appointed as my Attorney-in-Fact to perform any acts which you feel are necessary to protect the collateral and the security interest which this agreement creates.

Co-borrowers: If there is more than one borrower, our obligations under this agreement are joint and several, each being equally responsible to fulfill the terms of the agreement.

Survival of Obligations: This security agreement not only binds me, but my executors, administrators, heirs and assigns.

Additional Security: Should you feel at any time that the security presented has diminished in value, or for any other reason feel that additional security is required, I agree to assign to you within (10) days whatever additional security you feel is necessary to protect yourself against possible loss.

Agreement to Terms: My signing and endorsing any checks or drafts issued under this agreement, or otherwise using, accessing, or accepting any advance proceeds, shows my acceptance of its terms and conditions.

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CREDITOR BENEFICIARY (POLICYHOLDER)

GRAND CANYON STATE CREDIT UNION, A DIVISION OF SAFE Q CREDIT UNION

MINNESOTA LIFE**CERTIFICATE OF
GROUP CREDIT INSURANCE**

Minnesota Life Insurance Company 400 Robert Street North St. Paul, Minnesota 55101-2098

This certificate is issued in consideration of your application and the payment of the required premium. It summarizes the main provisions of the group policy(ies) that affect you. You may examine the group policy(ies) at the principal office of the policyholder during regular business hours.

Notice of your right to examine this certificate for 30 days.

It is important to us that you are satisfied with this insurance. If you are not satisfied, you may return this certificate to us or to your insurance representative within 30 days of its receipt, and you will receive a full refund of any premiums you have paid within 30 days after we receive your notice of cancellation.

To whom will benefits be payable?

Claim payments will be made to the policyholder to reduce or extinguish your loan. If claim payments are more than the balance of your loan, remaining payments will be made to you or to your estate or, if required by law and you have named one, to a secondary beneficiary.

What is the amount of the death benefit?

The death benefit will be the lesser of:

- (1) the unpaid balance of your loan on the date of your death: or
- (2) the maximum amount of insurance specified on your application.

If you are jointly insured and your co-debtor dies, the death benefit will be determined on the same basis. Only one death benefit is payable, even if both jointly insured debtors should die on the same date.

Are there limitations/exclusions affecting the amount of the death benefit?

As to each advance on your loan, we will not pay a claim on that advance if death occurs within six months after the date of the advance and is caused by a pre-existing medical condition as defined below.

A pre-existing medical condition is a condition for which you received or had medical treatment, advice or diagnostic tests either for that same condition or a related condition within the six month period immediately prior to the date of the advance.

As to each advance on your loan, we will not pay a claim but we will refund premium paid for insurance on that advance if death occurs within 6 months after the date of the advance and is caused by suicide, whether sane or insane.

If you applied for joint life insurance, these limitations/exclusions also apply to your co-debtor.

What is the amount of your monthly disability benefit?

Your monthly disability benefit will be an amount equal to the lesser of:

- (1) your minimum scheduled installment payment as specified in your loan agreement, excluding any delinquencies and/or late fees, due in the month in which total disability commences; or
- (2) the maximum monthly disability benefit available without evidence of insurability specified in your application if you did not submit any required evidence of insurability or, if submitted, we did not approve it; or
- (3) the maximum monthly disability benefit specified in your application.

If your minimum scheduled installment payment increases according to a procedure specified in your loan agreement to recognize periodic changes in the loan interest rate (variable interest loan), we will increase your monthly disability benefit accordingly provided:

- (1) the date of scheduled installment payment increase is after total disability commences; and
- (2) the monthly disability benefit we were paying immediately prior to the increase was not limited to either the maximum monthly disability benefit available without evidence of insurability or the maximum monthly disability benefit available.

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In no event will any other increase (or decrease) in your minimum scheduled installment payment, after total disability commences, serve to change the amount of monthly disability benefit payable.

What is the definition of total disability?

During the first twelve months of disability, your complete and continuous inability, due to either sickness or injury, to perform the essential duties of your regular occupation. Thereafter, your complete and continuous inability, due to either sickness or injury, to perform the essential duties any occupation for which you are reasonably suited by age, education, training or experience.

For how long will monthly disability benefits be paid?

We will pay the monthly disability benefit for any continuous period of total disability until any one of the following conditions are met:

- (1) the payments total an amount equal to the unpaid balance of your loan on the date total disability commences, including principal and interest, under the terms of the loan note or agreement; or
- (2) the maximum aggregate disability benefit specified in your application has been paid; or
- (3) your loan reaches its initial scheduled maturity date or; if the maturity date has been adjusted according to a procedure specified in the loan agreement to recognize periodic changes in the loan interest rate (variable interest loan), your loan reaches its adjusted maturity date; or
- (4) your loan is charged off or discharged through payment or prepayment; or
- (5) you reach age 66.

What if you suffer recurrent periods of total disability?

If, following a period of total disability, you engage on a full-time basis in any occupation for a continuous period of three months or more, any subsequent period of total disability resulting from the same or related cause or causes will be considered a new period of total disability. However, if the period during which you engage in any occupation is less than three months, any subsequent period of total disability resulting from the same or related cause or causes will be considered a continuation of the preceding period of total disability.

If you are totally disabled and sustain an additional sickness or injury which would be in and of itself totally disabling, the additional sickness or injury will not be considered a new period of total disability.

What disabilities are not covered?

We will not insure any loss resulting directly or indirectly from any total disability caused by:

- (1) intentionally self-inflicted injuries; or
- (2) normal pregnancies; or
- (3) as to each advance on your loan; a condition for which you received or had medical treatment, advice or diagnostic tests either for that same condition or a related condition within the six month period immediately prior to the date of the advance and which results in total disability commencing within six months after the date of the advance.

When will benefits be payable?

The death benefit will be payable when we receive a certified copy of the death certificate and a statement from the policyholder.

Disability benefits will be payable when we receive proof you have become totally disabled while you are insured and prior to your 66th birthday. Also, you must be under the regular care of a physician for the sickness or injury. We will pay the monthly disability benefit at the end of each month of continuous total disability following the expiration of the waiting period. If the retroactive benefit is effective, we will pay the monthly disability benefit at the end of each month of continuous total disability from the date total disability commences but benefits will not begin until the waiting period expires.

When must notice of a disability claim be given?

You must give us notice within 30 days or as soon as possible after the occurrence or commencement of any loss covered by the group policy. The notice of claim must be in writing and given to our authorized agent or sent to our home office in St. Paul, Minnesota. We shall have the right to have you examined at our own expense as often as may reasonably be required while a disability claim is being considered or paid.

As deemed necessary to determine continued disability we may also request written proof of loss during the course of a claim.

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How are premiums calculated?

Premiums for your insurance are calculated each month on the remaining insured outstanding balance of your loan using the premium rate in effect under the group policy. The premium rate is subject to change not more than once each year upon 30 days prior written notice to you.

How are refunds calculated?

If your insurance terminates before the scheduled maturity date of your loan or the premium you were charged is greater than the premium required for your age and amount of insurance, the unearned premium will be refunded to you. The method of calculating refunds is the "Pro Rata" formula. However, refunds of less than \$5.00 will not be made.

When does your insurance terminate?

Your insurance will terminate on the date any of the following events occurs:

- (1) your loan is charged off or discharged through payment, prepayment, renewal or refinancing; or
- (2) your loan reaches its scheduled maturity date or, if the maturity date has been adjusted according to a procedure specified in the loan agreement to recognize periodic changes in the loan interest rate (variable interest loan), the date your loan reaches the adjusted maturity date; or
- (3) the policyholder transfers the loan without recourse and no longer services the loan; or
- (4) any required loan repayment which includes your insurance premium is more than 90 days overdue; or
- (5) you request in writing that your insurance be terminated; or
- (6) the group policy terminates provided you receive 30 days written notice; or
- (7) you die. If joint life insurance is in force, your insurance terminates on both you and your co-debtor on the date either you or your co-debtor dies; or
- (8) you reach age 66 and have disability insurance; or
- (9) you reach age 70 and have life insurance. If joint life insurance is in force, your insurance terminates on both you and your co-debtor on the date either you or your co-debtor reaches age 70.

Termination of your insurance shall be without prejudice to any claim that occurred prior to such termination.

What if your age is misstated?

If you stated you were under age 66 and you applied for disability coverage or you stated you were under age 70 and you applied for life coverage but you were not, we will refund your premium when we discover this and no benefits will be paid. If you applied for joint life insurance, this also applies to your co-debtor.

Can we contest your insurance?

After your insurance has been in force during your lifetime for two years from the effective date of your insurance (excluding any period during which you are disabled), we cannot contest your insurance for any loss that is incurred more than two years after the effective date, except for the nonpayment of premium.

If the indebtedness insured by this certificate is a refinancing of a previously insured indebtedness of yours, the effective date of insurance with respect to the provisions of this certificate, to the extent of the amount of the indebtedness outstanding at the time of refinancing, will be deemed to be the date on which you previously became insured by us.