

# BORROWER'S AGREEMENT

## MEMBER BUSINESS LOANS

The words *I, my and me* mean the Borrower.  
The words *you and your* mean Community First Guam Federal Credit Union.

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Borrower:

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In connection with my business loan application:

1. I agree that:
  - a. I will tell you immediately if there is any change in my financial condition (income or liabilities) or the collateral.
  - b. You can verify or ask me to verify any credit or other information you receive concerning me. You can get and give credit information concerning me, both now and in the future.
  - c. I will pay your out-of-pocket expenses in processing the application, even if you reject or I withdraw the loan application. Expenses are non-refundable and may include fees for appraisal reports, title reports, lien searches, flood determination reports, UCC filings, etc.
  
2. I understand that, if Community First Guam Federal Credit Union approves the loan:
  - a. The interest rate is subject to the prevailing rate at time of loan closing.
  - b. If the loan is to be secured by real estate:
    - A preliminary title report (PTR) will be ordered from an accredited title company. Any impairments to the title or disclose conditions or restrictions that adversely affect my ability to offer the property as security, my direct assistance may be required to cure these adverse matters.
    - An appraisal report will be ordered on the property prepared by an approved appraiser. The appraisal company determines the cost of the appraisal report. Should my initial payment be insufficient to cover the cost, I agree to pay the difference.
    - The lender's title insurance policy will not protect me. I will have to pay an extra premium if I want an owner's policy to protect me.
    - A non-borrowing vested title holder will be required to execute the required consent to the mortgage.
    - I will have to obtain, and maintain, property insurance (typhoon, fire, earthquake and other hazards) and also flood insurance if the property is located in a special flood hazard area.
    - Community First Guam Federal Credit Union does not collect escrow impounds for insurance and real property taxes.
    - I will have to pay all of the closing costs (escrow fees, recording costs, insurance premiums, etc.) for the loan.
    - I would like to use the Title Insurance Company I have selected below (you may make the choice if I do not select one).

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**TITLE INSURANCE** – Community First Guam Federal Credit Union will require a Lender's Title Insurance to protect its mortgage. I may also be able to purchase an Owner's Title Insurance Policy, but this is my option and not required by Community First Guam Federal Credit Union. I should consult with the title company I have selected that will handle the title search and related services for my transaction, if I have any questions regarding whether an Owner's Policy would be beneficial to me.

- Pacific American Title Insurance & Escrow Company
- Security Title, Inc.
- Title Guaranty of Guam, Inc.

**APPRAISAL** – Community First Guam Federal Credit Union will require an appraisal to determine the property's value and charge me for the appraisal. You will promptly provide me a copy of any appraisal, even if my loan does not close. I can pay for an additional appraisal for my own use at my own cost.

**ANNUAL REVIEW** – I agree to furnish Community First Guam Federal Credit Union with annual financial reports, certified as true and correct in reasonable detail and form accepted by the Credit Union. Balance sheet and income statement for the year ended, filed gross receipt taxes, income tax returns and personal financial statements. Late submissions may result in a penalty fee.

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Borrower's Signature

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Borrower's Signature