

Variable Rate Application and Solicitation Disclosure

c/o College Ave Student Loans  
233 N. King St., Ste. 400  
Wilmington, DE 19801

**LOAN INTEREST RATE & FEES**

**YOUR STARTING INTEREST RATE (UPON APPROVAL)**

The starting interest rate you pay will be determined after you apply. The interest rate will be established by your credit history (or your cosigner's if applicable), information you provide in the application, and other factors. If approved, we will notify you of the interest rate you qualify for within the stated range.

**YOUR INTEREST RATE DURING THE LIFE OF THE LOAN**

Your interest rate is variable. This means that your interest rate could move lower or higher than the rates on this form. The variable interest rate is based upon the 30-Day Average Secured Overnight Financing Rate ("SOFR") index as published by the Federal Reserve Bank of New York. For more information on this rate, see the Reference Notes.

**YOUR STARTING INTEREST RATE WILL BE BETWEEN**

5.840 % and 14.670 %

After the starting rate is set, your rate will then vary with the market.

Although the interest rate will vary after you are approved, it will never exceed

25 %

(the maximum allowable for this loan)

**Loan Fees**

- **Origination Fee:** There is no origination fee for this program.
- **Late Charges:** If you do not make your monthly payment within 15 days of the due date, you will be assessed a late charge equal to 5% of the unpaid amount of the monthly payment or \$25, whichever is less.
- **Returned Payment Charge:** \$25.
- **Collection and Default Charges:** In the event of a default, you may incur additional collection charges unless prohibited by applicable law.

**LOAN COST EXAMPLES**

The total amount you will pay for this loan will vary depending upon when you start to repay it. Interest will begin accruing with the first disbursement. Any interest that is not paid during the "In-School Period" will accrue and will be added to your principal balance when you enter repayment. "In-School Period" means the time that you are enrolled in school plus a 36 month grace period. This example provides estimates based upon four (4) repayment options available to you during the In-School Period.

REPAYMENT OPTION	AMOUNT PROVIDED	INTEREST RATE	LOAN TERM	TOTAL PAID OVER 20 YEARS
(while enrolled in school)	(amount provided directly to your school)	(highest possible starting rate)	(how long you have to pay off the loan)	(includes associated fees)
<b>1. DEFER PAYMENTS</b> Make no payments during the In-School Period.	\$10,000	14.670 %	240 MONTHS starting after the In-School Period	\$ 62,873.10
<b>2. MAKE FLAT PAYMENTS</b> Make flat payments of \$25 per month during the In-School Period.	\$10,000	14.670 %	240 MONTHS starting after the In-School Period	\$ 58,459.04
<b>3. PAY ONLY THE INTEREST</b> Make monthly payments of interest but defer payments on the principal amount during the In-School Period.	\$10,000	14.670 %	240 MONTHS starting after the In-School Period	\$ 41,288.34
<b>4. MAKE FULL PAYMENTS</b> Make monthly payments of principal and interest.	\$10,000	14.670 %	240 MONTHS starting after the first disbursement	\$ 31,019.34

**ABOUT THIS EXAMPLE** The repayment example assumes an In-School Period of 84 months with a 20 year repayment term, and the repayment example is based on the highest starting interest rate currently charged and associated fees.

## FEDERAL LOAN ALTERNATIVES

Loan Program	Current Interest Rates by Program Type
STAFFORD for Students	<u>5.50</u> % fixed Undergraduate subsidized & unsubsidized
	<u>7.05</u> % fixed Graduate unsubsidized
PLUS for Parents and Graduate/ Professional Students	<u>8.05</u> % fixed

### YOU MAY QUALIFY FOR FEDERAL EDUCATIONAL LOANS.

For additional information,  
contact your school's  
financial aid office or the  
Department of Education at:

**studentaid.gov**

## NEXT STEPS

### 1. FIND OUT ABOUT OTHER LOAN OPTIONS.

Some schools have school-specific student loan benefits and terms not detailed on this form. Contact your school's financial aid office or visit the Department of Education's website at: [www.studentaid.gov](http://www.studentaid.gov) for more information about other loans.

### 2. TO APPLY FOR THIS LOAN, COMPLETE THE APPLICATION AND THE SELF-CERTIFICATION FORM.

You may get the certification form from your school's financial aid office. If you are approved for this loan, the loan terms will be available for 30 days (terms will not change during this period, except as permitted by law and the variable interest rate may change based on the market).

## REFERENCE NOTES

### VARIABLE INTEREST RATE

- This loan has a variable interest rate. This means that your rate could move lower or higher than the rates on this form.
- The variable interest rate is based upon the 30-Day Average Secured Overnight Financing Rate ("SOFR") index (see below), which is currently 5.375 % and which may be adjusted monthly, plus a margin which is based upon your and, if applicable, your cosigner's credit history, information you provide in the application, and other factors.
- The SOFR index used to determine the rate is the SOFR published by the Federal Reserve Bank of New York on the 5th day (or the next business day if the 5th day is not a business day) of the month prior to the interest rate change date rounded up to the nearest one-eighth of one percent (0.125%).
- If at any time during the term of this Loan, the SOFR is no longer reported, is no longer available, or is no longer recommended by the Relevant Government Body, the Lender will select a new index rate and margin (the "SOFR Substitute"). The new SOFR Substitute will result in an interest rate similar to the rate that is in effect when the original SOFR is no longer reported, is no longer available, or is no longer recommended by the Relevant Government Body. For more information on the SOFR Substitute, please see your credit agreement.
- The SOFR index (or any SOFR Substitute) shall never be lower than 0.250%.
- The interest rate will not increase more than once a month, but there is no limit on the amount that the rate could increase at one time. Your rate will never exceed 25 %.

- Borrowers can take advantage of a 0.25% interest rate reduction by setting up and maintaining active and automatic monthly ACH withdrawals of their loan payment.
- After the In-School Period, the minimum, monthly payment amount is \$50.

### ELIGIBILITY CRITERIA

- Borrower must be either a U.S. citizen or a permanent resident alien or must apply with a cosigner who is either a U.S. citizen or a permanent resident alien.
- Borrower must be at least the age of majority in his or her state of permanent residence or apply with a cosigner who is the age of majority.
- Borrower must be enrolled at an eligible school which certifies the borrower's application information and loan amount and which verifies that borrower is making Satisfactory Academic Progress (SAP). The school will apply its individual criteria for SAP. Lender does not define SAP.
- Both borrower and cosigner are subject to credit approval. Additional documentation may be required.
- Borrower and cosigner may have to meet minimum income requirements.
- Rates are typically higher without a cosigner.

### BANKRUPTCY LIMITATIONS

- If you file for bankruptcy you may still be required to pay back this loan.

**More information about loan eligibility and repayment deferral or forbearance options is available in your Credit Agreement.**

# ADDITIONAL STUDENT LOAN DISCLOSURES FOR IOWA

## A. Cosigner Requirements

A co-borrower is required for this loan if you do not meet our credit requirements on your own.

## B. Repayment of Loan Information

Repayment of your loan depends on the repayment option that you choose. We offer four repayment options: deferred, flat pay, interest only, and full payments. The deferred option allows you to begin repayment after your in-school period and your grace period end; that is, 36 months after the earliest of the date that you graduate, withdraw, are dismissed, or the date that you cease to be enrolled at an eligible school. With the last three options (flat pay, interest only and full payments), monthly payments begin twenty-five (25) to sixty (60) days after the loan's first disbursement, and, in the case of interest only and flat pay, increase to full principal and interest payments 36 months after the earliest of the date that you graduate, withdraw, are dismissed, or the date that you cease to be enrolled at an eligible school.

You can prepay the loan in whole or part at any time without penalty. Because interest does not accrue in advance, you will not be entitled to a refund of part of the finance charge if you prepay.

## C. Additional Terms and Conditions

Your loan is subject to all of the terms and conditions of your Credit Agreement. If you become conditionally approved for this loan, please read your Credit Agreement carefully; it includes terms under which the interest rate on the loan may change. To obtain a copy of your Credit Agreement, please note that you must first become conditionally approved for this loan. If you become conditionally approved for this loan, you will be provided with a copy of your Credit Agreement.

## D. Consequences of Loan Default

There are serious consequences if you default on this loan. For example, under normal circumstances, student loans are not dischargeable in bankruptcy. In order to discharge a loan in bankruptcy, the borrower may be required to prove undue hardship in an adversary proceeding before the bankruptcy court.

### **Additional consequences of default on this loan include:**

- Lender may report the late payment history to credit reporting agencies, which will adversely affect your credit rating and ability to get more credit.
- Interest will continue to accrue on the outstanding principal balance.
- Lender may take legal action.
- Borrower will become ineligible for further loans from the Lender.
- Lender may garnish the borrower's wages.
- Full amount of the loan will become due immediately.

## E. Lender & Loan Processor Contact Information

FIRST CITIZENS COMMUNITY BANK

c/o College Ave Student Loans  
233 N. King St., Ste. 400, Wilmington, DE 19801

studentloans@collegeave.com

1-844-422-7502

www.collegeavestudentloans.com

# TERMS AND CONDITIONS

Please read the following terms and conditions carefully before submitting your application. By submitting this application you acknowledge that you have read, understand and accept the terms and conditions set forth below.

**You are requesting a privately-funded education loan that must be repaid in full. The proceeds of this loan must be used to pay for Qualified Higher Education Expenses, as that term is defined at 26 U.S.C. Sec. 221(d)(2), at a public or private, Title IV, degree-granting institution.**

When College Ave (the "Loan Processor") receives this application on behalf of FIRST CITIZENS COMMUNITY BANK (the "Lender"), it is not agreeing to lend you money and there will not be such an agreement until the time that the loan is actually disbursed to the school. The Lender has the right to accept or reject your application for credit.

By submitting this application, you certify that the information on this application is true and correct to the best of your knowledge. In addition, by submitting this application, you authorize the Loan Processor to verify the accuracy and authenticity of all information supplied by you, both internally and with the assistance of non-affiliated third parties. Specifically, you authorize the Loan Processor to contact the school to determine eligibility. In all cases, the Loan Processor may disclose the fact that you are applying for credit from the Lender.

## Authorization to Obtain Consumer Reports

You authorize the Lender and Lender's agents (including the Loan Processor) to obtain a consumer credit report in connection with your loan application and in connection with any updates, renewals or extensions of any credit as a result of this loan application. If you ask, you will be informed whether or not such a report was obtained and, if so, the name and address of the agency that furnished the report. You also authorize the Lender or Lender's agents to obtain a consumer credit report in connection with the review or collection of any loan made to you as a result of your loan application or for other legitimate purposes related to such loan.

## PATRIOT Act Information

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to notify applicants that they will obtain, verify and record information that identifies each person who opens an account or applies for a loan. When you open an account or apply for a loan, we are now required to ask your name, address, date of birth, and other information that will allow you to be identified as the account applicant. In addition, we may ask to see your driver's license or other identifying documents in order to verify this information.

## Additional State Notices

**Arizona Residents - Marital Community Property Joinder:** If you are a married Arizona resident applying as a Cosigner, you agree that the loan you are requesting is being incurred in the interest of your marriage or family and that if your loan is approved, you will promptly notify your spouse and cause your spouse to consent to your and your spouse's marital property being bound by your loan obligations in accordance with Ariz. Rev. Stat. § 25-214 or other applicable law, before the loan is disbursed.

**California Residents.** A married applicant may apply for a separate account. If the Lender takes any adverse action as defined by Section 1785.3 of the California Civil Code and the adverse action is based, in whole or in part, on any information contained in a consumer credit report, you have the right to obtain within 60 days a free copy of your consumer credit report from the consumer reporting agency who furnished Lender or Loan Processor your consumer credit report and from any other consumer credit reporting agency which compiles and maintains files on consumers on a nationwide basis. You have the right as described by Section 1785.16 of the California Civil Code to dispute the accuracy or completeness of any information in a consumer credit report furnished by the consumer credit reporting agency.

**Massachusetts Residents.** Massachusetts law prohibits discrimination based upon, among other things, sex, gender identity, marital status, age, or sexual orientation.

**Ohio Residents.** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

**Virginia Residents.** Private education loans are one tool that students use to finance their education. Your lender and your institution's Financial Aid Office provide assistance with eligibility for the loans. For borrowers who have existing private education loans, Virginia has a Student Loan Advocate to assist borrowers who are struggling with repayment. You can contact the Student Loan Advocate at: State Council of Higher Education for Virginia, James Monroe Building, 10th Floor, 101 N. 14th Street, Richmond, VA 23219; studentloan@schev.edu; 804-786-2832. In addition, resources for prospective and current private education loan borrowers are available online at [shev.edu/privateloan](http://shev.edu/privateloan).

**Wisconsin Residents.** If you are a married Wisconsin resident: (1) Your submission of this loan application confirms that the loan you are requesting is being incurred in the interest of your marriage or family. (2) No provision of any marital property agreement, unilateral statement under § 766.59 of the Wisconsin Statutes or court decree under § 766.70 adversely affects the Lender's interest unless, prior to the time that the loan is approved, the Lender or Loan Processor is furnished with a copy of the marital property agreement, statement, or decree or has actual knowledge of the adverse provision. (3) If any loan you apply for is granted, you agree to notify the Lender if you have a spouse who needs to receive notification that credit has been extended to you. You agree to provide the address of your spouse with this notification.

Fixed Rate Application and Solicitation Disclosure

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**LOAN INTEREST RATE & FEES**

**YOUR INTEREST RATE (UPON APPROVAL)**

The interest rate you pay will be determined after you apply. The interest rate will be established by your credit history (or your cosigner's if applicable), information you provide in the application, and other factors. If approved, we will notify you of the interest rate you qualify for within the stated range.

**YOUR INTEREST RATE DURING THE LIFE OF THE LOAN**

Your interest rate is fixed. This means that during the life of the loan, your interest rate will never increase or decrease unless your qualification for an interest rate reduction changes. For more information on this rate, see the Reference Notes.

**YOUR INTEREST RATE WILL BE BETWEEN**

4.320 % and 14.670 %

Your interest rate will be fixed for the life of the loan.

**Loan Fees**

- **Origination Fee:** There is no origination fee for this program.
- **Late Charges:** If you do not make your full payment within 15 days of the due date, you will be assessed a late charge equal to 5% of the unpaid amount of the monthly payment or \$25, whichever is less.
- **Returned Payment Charge:** \$25.
- **Collection and Default Charges:** In the event of a default, you may incur additional collection charges unless prohibited by applicable law.

**LOAN COST EXAMPLES**

The total amount you will pay for this loan will vary depending upon when you start to repay it. Interest will begin accruing with the first disbursement. Any interest that is not paid during the "In-School Period" will accrue and will be added to your principal balance when you enter repayment. "In-School Period" means the time that you are enrolled in school plus a 36 month grace period. This example provides estimates based upon four (4) repayment options available to you during the In-School Period.

REPAYMENT OPTION	AMOUNT PROVIDED	INTEREST RATE	LOAN TERM	TOTAL PAID OVER 20 YEARS
(while enrolled in school)	(amount provided directly to your school)	(highest possible starting rate)	(how long you have to pay off the loan)	(includes associated fees)
<b>1. DEFER PAYMENTS</b> Make no payments during the In-School Period.	\$10,000	14.670 %	240 MONTHS starting after the In-School Period	\$ 62,873.10
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<b>4. MAKE FULL PAYMENTS</b> Make monthly payments of principal and interest.	\$10,000	14.670 %	240 MONTHS starting after the first disbursement	\$ 31,019.34

**ABOUT THIS EXAMPLE** The repayment example assumes an In-School Period 84 months with a 20 year repayment term, and the repayment example is based on the highest interest rate currently charged and associated fees.

## FEDERAL LOAN ALTERNATIVES

Loan Program	Current Interest Rates by Program Type
STAFFORD for Students	<u>5.50</u> % fixed Undergraduate subsidized & unsubsidized
	<u>7.05</u> % fixed Graduate unsubsidized
PLUS for Parents and Graduate/ Professional Students	<u>8.05</u> % fixed

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For additional information,  
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## NEXT STEPS

### 1. FIND OUT ABOUT OTHER LOAN OPTIONS.

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### 2. TO APPLY FOR THIS LOAN, COMPLETE THE APPLICATION AND THE SELF-CERTIFICATION FORM.

You may get the certification form from your school's financial aid office. If you are approved for this loan, the loan terms will be available for 30 days (terms will not change during this period, except as permitted by law and the variable interest rate may change based on the market).

## REFERENCE NOTES

### FIXED INTEREST RATE

- This loan has a fixed interest rate.
- The fixed interest rate is determined by your and, if applicable, your cosigner's credit history, information you provide in the application, and other factors.
- Your interest rate will not increase or decrease during the life of your loan unless your qualification for an interest rate reduction changes.
- The fixed interest rate may be higher or lower than your annual percentage rate (APR) because the APR considers certain fees you pay to obtain this loan and the interest rate.
- Borrowers can take advantage of a 0.25% interest rate reduction by setting up and maintaining active and automatic monthly ACH withdrawals of their loan payment.
- After the In-School Period, the minimum, monthly payment amount is \$50.
- Borrower must be enrolled at an eligible school which certifies the borrower's application information and loan amount and which verifies that borrower is making Satisfactory Academic Progress (SAP). The school will apply its individual criteria for SAP. Lender does not define SAP.
- Both borrower and cosigner are subject to credit approval. Additional documentation may be required.
- Borrower and cosigner may have to meet minimum income requirements.
- Rates are typically higher without a cosigner.

### BANKRUPTCY LIMITATIONS

- If you file for bankruptcy you may still be required to pay back this loan.

### ELIGIBILITY CRITERIA

- Borrower must be either a U.S. citizen or a permanent resident alien or must apply with a cosigner who is either a U.S. citizen or a permanent resident alien.
- Borrower must be at least the age of majority in his or her state of permanent residence or apply with a cosigner who is the age of majority.

**More information about loan eligibility and repayment deferral or forbearance options is available in your Credit Agreement.**



# ADDITIONAL STUDENT LOAN DISCLOSURES FOR IOWA

## A. Cosigner Requirements

A co-borrower is required for this loan if you do not meet our credit requirements on your own.

## B. Repayment of Loan Information

Repayment of your loan depends on the repayment option that you choose. We offer four repayment options: deferred, flat pay, interest only, and full payments. The deferred option allows you to begin repayment after your in-school period and your grace period end; that is, 36 months after the earliest of the date that you graduate, withdraw, are dismissed, or the date that you cease to be enrolled at an eligible school. With the last three options (flat pay, interest only and full payments), monthly payments begin twenty-five (25) to sixty (60) days after the loan's first disbursement, and, in the case of interest only and flat pay, increase to full principal and interest payments 36 months after the earliest of the date that you graduate, withdraw, are dismissed, or the date that you cease to be enrolled at an eligible school.

You can prepay the loan in whole or part at any time without penalty. Because interest does not accrue in advance, you will not be entitled to a refund of part of the finance charge if you prepay.

## C. Additional Terms and Conditions

Your loan is subject to all of the terms and conditions of your Credit Agreement. If you become conditionally approved for this loan, please read your Credit Agreement carefully; it includes terms under which the interest rate on the loan may change. To obtain a copy of your Credit Agreement, please note that you must first become conditionally approved for this loan. If you become conditionally approved for this loan, you will be provided with a copy of your Credit Agreement.

## D. Consequences of Loan Default

There are serious consequences if you default on this loan. For example, under normal circumstances, student loans are not dischargeable in bankruptcy. In order to discharge a loan in bankruptcy, the borrower may be required to prove undue hardship in an adversary proceeding before the bankruptcy court.

### **Additional consequences of default on this loan include:**

- Lender may report the late payment history to credit reporting agencies, which will adversely affect your credit rating and ability to get more credit.
- Interest will continue to accrue on the outstanding principal balance.
- Lender may take legal action.
- Borrower will become ineligible for further loans from the Lender.
- Lender may garnish the borrower's wages.
- Full amount of the loan will become due immediately.

## E. Lender & Loan Processor Contact Information

### FIRST CITIZENS COMMUNITY BANK

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# TERMS AND CONDITIONS

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**You are requesting a privately-funded education loan that must be repaid in full. The proceeds of this loan must be used to pay for Qualified Higher Education Expenses, as that term is defined at 26 U.S.C. Sec. 221(d)(2), at a public or private, Title IV, degree-granting institution.**

When College Ave (the "Loan Processor") receives this application on behalf of FIRST CITIZENS COMMUNITY BANK (the "Lender"), it is not agreeing to lend you money and there will not be such an agreement until the time that the loan is actually disbursed to the school. The Lender has the right to accept or reject your application for credit.

By submitting this application, you certify that the information on this application is true and correct to the best of your knowledge. In addition, by submitting this application, you authorize the Loan Processor to verify the accuracy and authenticity of all information supplied by you, both internally and with the assistance of non-affiliated third parties. Specifically, you authorize the Loan Processor to contact the school to determine eligibility. In all cases, the Loan Processor may disclose the fact that you are applying for credit from the Lender.

## Authorization to Obtain Consumer Reports

You authorize the Lender and Lender's agents (including the Loan Processor) to obtain a consumer credit report in connection with your loan application and in connection with any updates, renewals or extensions of any credit as a result of this loan application. If you ask, you will be informed whether or not such a report was obtained and, if so, the name and address of the agency that furnished the report. You also authorize the Lender or Lender's agents to obtain a consumer credit report in connection with the review or collection of any loan made to you as a result of your loan application or for other legitimate purposes related to such loan.

## PATRIOT Act Information

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to notify applicants that they will obtain, verify and record information that identifies each person who opens an account or applies for a loan. When you open an account or apply for a loan, we are now required to ask your name, address, date of birth, and other information that will allow you to be identified as the account applicant. In addition, we may ask to see your driver's license or other identifying documents in order to verify this information.

## Additional State Notices

**Arizona Residents - Marital Community Property Joinder:** If you are a married Arizona resident applying as a Cosigner, you agree that the loan you are requesting is being incurred in the interest of your marriage or family and that if your loan is approved, you will promptly notify your spouse and cause your spouse to consent to your and your spouse's marital property being bound by your loan obligations in accordance with Ariz. Rev. Stat. § 25-214 or other applicable law, before the loan is disbursed.

**California Residents.** A married applicant may apply for a separate account. If the Lender takes any adverse action as defined by Section 1785.3 of the California Civil Code and the adverse action is based, in whole or in part, on any information contained in a consumer credit report, you have the right to obtain within 60 days a free copy of your consumer credit report from the consumer reporting agency who furnished Lender or Loan Processor your consumer credit report and from any other consumer credit reporting agency which compiles and maintains files on consumers on a nationwide basis. You have the right as described by Section 1785.16 of the California Civil Code to dispute the accuracy or completeness of any information in a consumer credit report furnished by the consumer credit reporting agency.

**Massachusetts Residents.** Massachusetts law prohibits discrimination based upon, among other things, sex, gender identity, marital status, age, or sexual orientation.

**Ohio Residents.** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

**Virginia Residents.** Private education loans are one tool that students use to finance their education. Your lender and your institution's Financial Aid Office provide assistance with eligibility for the loans. For borrowers who have existing private education loans, Virginia has a Student Loan Advocate to assist borrowers who are struggling with repayment. You can contact the Student Loan Advocate at: State Council of Higher Education for Virginia, James Monroe Building, 10th Floor, 101 N. 14th Street, Richmond, VA 23219; studentloan@schev.edu; 804-786-2832. In addition, resources for prospective and current private education loan borrowers are available online at [shev.edu/privateloan](http://shev.edu/privateloan).

**Wisconsin Residents.** If you are a married Wisconsin resident: (1) Your submission of this loan application confirms that the loan you are requesting is being incurred in the interest of your marriage or family. (2) No provision of any marital property agreement, unilateral statement under § 766.59 of the Wisconsin Statutes or court decree under § 766.70 adversely affects the Lender's interest unless, prior to the time that the loan is approved, the Lender or Loan Processor is furnished with a copy of the marital property agreement, statement, or decree or has actual knowledge of the adverse provision. (3) If any loan you apply for is granted, you agree to notify the Lender if you have a spouse who needs to receive notification that credit has been extended to you. You agree to provide the address of your spouse with this notification.