

#### **Dear Member:**

This letter provides you with the information required by ULCU to determine your eligibility for a Mortgage Deferment Payment Request.

To get started just complete the attached application. Return forms to the credit union with photocopies of the following that apply;

| Payment deferment application  |
|--------------------------------|
| Sign Subsequent Action Form    |
| Short explanation of hardship  |
| Sign Change in Terms Agreement |

When you have completed and gathered the documentation, please return all forms to Credit Union. Upon Credit Committee decision, you will be contacted by staff.

Thank you,

**United Local Credit Union** 

| Date: | Representative: |
|-------|-----------------|
|       |                 |

United Local Credit Union 3650 E. Ashlan Avenue Fresno, CA 93726 Phone: (559) 227-8329

Fax: (559) 817-1900

If Loan is on <u>AUTOMATIC</u> payment, deferment forms <u>MUST</u> be returned <u>5 DAYS PRIOR</u> to scheduled payment.



### UNITED LOCAL CREDIT UNION PAYMENT DEFERMENT APPLICATION

FAX TO (559) 227-3728 OR (559) 227-7693

3650 E. Ashlan, Fresno, CA 93726

MONTHLY RENT OR MORTGAGE PAYMENT \$

☐ OTHER

OWN RENT

**SOCIAL SECURITY NUMBER** 

| 2033 W. Bullard Ave., Fresno, CA 93711   |                                     |  |  |
|--|-------------------------------------|--|--|
| MEMBER NUMBER  | PERSONAL REFERENCE #1               |  |  |
|  | Name Phone                          |  |  |
| NAME   |                                     |  |  |
| A CONTRACTOR OF THE CONTRACTOR | Address                             |  |  |
| HOME PHONE CELL PHONE  |                                     |  |  |
|  | PERSONAL REFERENCE #2               |  |  |
| HOME ADDRESS   | Name Phone                          |  |  |
|  |                                     |  |  |
|  | Address                             |  |  |
| EMPLOYER ADDRESS   | ·                                   |  |  |
| 4  | PERSONAL REFERENCE #3               |  |  |
|  | Name Phone                          |  |  |
| WORK PHONE NUMBER  |                                     |  |  |
| JOB TITLE OR OCCUPATION HOW LONG   | Address                             |  |  |
| 9 2  |                                     |  |  |
| GROSS MONTHLY INCOME*  | BIRTHDATE                           |  |  |
|  |                                     |  |  |
| SOCIAL SECURITY NUMBER   | MONTHLY RENT OR MORTGAGE PAYMENT \$ |  |  |
| 8  | OWN RENT OTHER                      |  |  |
| CO-BORRO   | OWER INFORMATION                    |  |  |
| NAME   | PERSONAL REFERENCE #1               |  |  |
|  | Name Phone                          |  |  |
| HOME ADDRESS   | *                                   |  |  |
|  | Address                             |  |  |
| CELL PHONE WORK PHONE  |                                     |  |  |
|  | PERSONAL REFERENCE #2               |  |  |
| EMPLOYER ADDRESS   | Name Phone                          |  |  |
|  |                                     |  |  |
| GROSS MONTHLY INCOME*  | Address                             |  |  |

**BIRTHDATE** 

| BORROWER'S SIGNATURE    | DATE |  |
|-------------------------|------|--|
| CO-BORROWER'S SIGNATURE | DATE |  |

Name

Address

PERSONAL REFERENCE #3

I/WE CERTIFY EVERYTHING I/WE HAVE STATED IN THIS APPLICATION AND ON ANY ATTACHMENTS IS CORRECT. YOU MAY KEEP THIS APPLICATION WHETHER OR NOT IT IS APPROVED, AND I/WE AUTHORIZE YOU TO SHARE THIS APPLICATION WITH ANY OF YOUR AFFILIATES FOR THE PURPOSE OF DETERMINING WHETHER I/WE MIGHT QUALIFY FOR OTHER PRODUCTS YOU OR THOSE AFFILIATES OFFER. I/WE AUTHORIZE YOU TO CHECK MY/OUR CREDIT AND EMPLOYMENT HISTORY.

Phone



## ATTACHMENT TO SUBSEQUENT ACTION FORM LOAN DOCUMENTS – CHANGE IN TERMS AGREEMENT

| Loan No.: | Loan Date: | Original Loan Amount: | Effective Date: |
|-----------|------------|-----------------------|-----------------|
|           |            |                       |                 |

WHEREAS, the pandemic of the COVID-19 virus has disrupted the global economy and Lender and Borrower have determined that the best course of action at this time is to suspend regularly scheduled payments under the Loan (as defined below) for a period of sixty (60) days. As of the date of this Change in terms Agreement ("Amendment"), Borrower represents that Borrower is not currently in default under the terms of the Loan or any related documents.

#### **AGREEMENT**

**Modification.** As of the Effective Date, the terms of the Loan are modified as follows:

"Deferral Period. Notwithstanding anything to the contrary herein, Borrower's obligation to pay Lender the regular monthly payment, including any portion designated as impound/escrow funds, due under the Loan shall be deferred beginning with the regular monthly payment due on April 1, 2020 and continuing on the same day of each consecutive calendar month thereafter, through and including May 1, 2020 (the "Deferral Period"). The outstanding principal balance of the Loan will continue to accrue interest during the Deferral Period, in accordance with the Loan documents. Notwithstanding the foregoing, any interest accruing on the Loan during the Deferral Period shall be set aside in a separate account, and any such amounts shall not bear further interest (the "Deferred Interest").

Upon expiration of the Deferral Period, Borrower shall resume making the regular monthly payment set forth in the Loan Documents, *plus* the Deferred Impound Payment as set forth below, until November 30, 2020 ("Deferred Impound Period"). Upon expiration of the Deferred Impound Period, Borrower shall resume making the regular monthly payment set forth in the Loan Documents.

Impound/Escrow Payments; Property Taxes. As a result of the Deferral Period, Borrower and Lender agree that there will be a deficit in Borrower's impound/escrow account equal to two (2) months of impound/escrow payments (the "Deferred Impound Amount"). Beginning with the regular monthly payment due on June 1, 2020, and continuing on the same day of each consecutive calendar month thereafter, through and including November 1, 2020, Borrower agrees to pay to Lender, in addition to Borrower's regular monthly payment, a sum equal to the Deferred Impound Amount *divided* by six (6) so that Lender may make the necessary December 10, 2020 property tax payment for the Real Property in accordance with the Loan Documents (the "Deferred Impound Payment").

Payment of All Amounts Due at Maturity. To provide for the Deferral Period, Borrower acknowledges that on the maturity date of the Loan, Borrower shall be responsible for paying any and all outstanding principal, interest, including Deferred Interest, charges, and other amounts properly added to the balance of the Loan that remain unpaid as of said date. Borrower further acknowledges and agrees that the foregoing final payment may be in an amount greater than the Borrower's prior regular monthly payments."

**Insurance.** Lender's insurance requirements for the Loan shall remain unchanged. Borrower shall continue to be obligated to insure the Real Property in accordance with the Loan Documents.

Continuing Validity. Except as expressly modified above, the terms of the Loan Documents, including the Deed of Trust and any other security instruments executed in connection with the Loan, shall remain unchanged and in full force and effect. Consent by Lender to this Amendment neither waives Lender's right to require strict performance of the Loan Documents, as modified, nor obligates Lender to make any future modifications. Nothing contained in this Amendment shall constitute a satisfaction of the Loan, either as originally executed or as modified herein. It is the intention of Lender to retain as liable all parties, makers, and endorsers of the original Loan Documents, including accommodation parties, unless a party is expressly released by Lender in writing. No such parties, makers, or endorsers, including accommodation makers, shall be released by virtue of this Amendment. If any person who signed the original Loan Documents does not sign this Amendment, then all persons signing below acknowledge that this Amendment is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Amendment or otherwise will not be released by it. This waiver applies not only to any initial extension or modification but also to all such subsequent actions.

Miscellaneous. This Amendment may not be modified, altered, or amended except by an agreement in writing signed by all of the parties hereto. This Amendment and related Subsequent Action Form, together with the Loan Documents, embodies the entire understanding and agreement between and among the parties with respect to the subject matter hereof and thereof and supersedes all prior agreements, understandings, and inducements, whether express or implied, oral or written. This Amendment may be executed in one or more counterparts, each of which shall constitute an original but all of which together shall constitute one and the same instrument. This Amendment shall be effective when executed by both Borrower and Lender, and Borrower waives notice of Lender's acceptance and/or execution hereof. The parties hereto agree to execute whatever further documents may be necessary to carry out the intent and purpose of this Amendment. This Amendment shall be governed by and construed in accordance with the laws of the State of California.

[Signatures contained on the following page.]

# BORROWER, INCLUDING EACH BORROWER IF THERE IS MORE THAN ONE, ACKNOWLEDGES HAVING READ ALL OF THE PROVISIONS OF THIS CHANGE IN TERMS AGREEMENT AND AGREES TO ITS TERMS.

|        | BORROWER:   |  |
|--------|---|--|
| Dated: | Signature of Borrower                                       |  |
|        | Name of Borrower  |  |
| Dated: | Signature of Borrower                                       |  |
|        | Name of Borrower  |  |
|        | LENDER: UNITED LOCAL CREDIT UNION, a California corporation |  |
| Dated: | ByCredit Committee  |  |
|        | Credit Committee  |  |
|        | Credit Committee  |  |



#### UNITED LOCAL CREDIT UNION 3650 E. ASHLAN AVE. FRESNO, CA 93726

#### SUBSEQUENT ACTION FORM

| Credit Union   | OA 00120                    |                               |  |
|--|-----------------------------|-------------------------------|--|
| MEMBERS NAME AND ADDRESS   | MEMBER ACCOUNT NUMBER       | DATE                          |  |
|  |                             |                               |  |
|  | ORIGINAL TRANSACTION DATE   |                               |  |
| Check the applicable box for the type of transaction desired   |                             |                               |  |
| ☐ RELEASE OF CO-SIGNER AND/OR GUARANTOR  |                             |                               |  |
| E HELLACE OF CO CICHETTAILE/OH COAHANTON   |                             |                               |  |
| ON   | itor                        | IS RELEASED FROM              |  |
|  | TOR ON THE LOAN ACCOUNT N   | 0                             |  |
| AT THE ABOVE NAMED CREDIT UNION.  INSTRUCTIONS: When the Co-Signer or Guarantor has fully discharged his/her obligation to the Credit Union, check "all liability". When the Co-signer or Guarantor is released from liability for future advances but remains liable for past advances, check "all future but not past liability".  |                             |                               |  |
| ☐ RELEASE OF SECURITY  |                             |                               |  |
| THE CREDIT UNION'S SECURITY INTEREST IN THE FOLLOWING PROPERTY IS HEREBY RELEAS  | ED.                         |                               |  |
|  |                             |                               |  |
| REMAINING SECURITY   |                             |                               |  |
| CHANGE IN TERMS; EXTENSIONS  |                             |                               |  |
| THE CREDIT UNION AGREES TO MAKE THE FOLLOWING MODIFICATION TO THE ORIGINALLY DI  | ISCLOSED TERMS ON LOAN NUI  | MBER                          |  |
| ☐ CHANGE THE REQUIRED PAYMENT FROM \$ TO \$  | PER   MONTH                 |                               |  |
| CHANGE THE ANNUAL PERCENTAGE RATE APPLICABLE TO THIS LOAN FROM   |                             | _                             |  |
| CONVERT THIS LOAN FROM A VARIABLE RATE TO A FIXED RATE FROM A FI   |                             |                               |  |
| RATE OF  | TO SKIP PAYMENTS (IN        | JTEREST CONTINUES TO ACCRUE)  |  |
| DOTHER: SEE ATTACHED CHANGE IN TERMS A   | CE CEMENT                   | VIENEST CONTINUES TO ACCRUE)  |  |
|  |                             |                               |  |
| IF CONVERTING TO A VARIABLE RATE, THE FOLLOWING INDEX WILL BE USED:  |                             |                               |  |
| -  |                             |                               |  |
|  |                             |                               |  |
| CREDIT UNION SIGNATURES  |                             |                               |  |
| AUTHORIZED   | DATE COMMENTS               |                               |  |
| APPROVED SIGNATURE  REJECTED   |                             |                               |  |
| LI TIESCOTES   |                             |                               |  |
| SUBSEQUENT ELECTION FOR VOLUNTARY CREDIT INSURANCE   |                             | CREDIT INSURANCE WAIVER       |  |
| YOU NOW ELECT TO BECOME INSURED FOR THE CREDIT DISABILITY INSURANCE SITE PROGRAM ON MEMBER NO. THAT YOU ORIGINALLY REJECTED  |                             |                               |  |
| YOU ALSO ACKNOWLEDGE THAT YOU HAVE RECEIVED A COPY OF THE CREDIT INSURANCE VOLUNTARY AND STATED THE COST OF THE INSURANCE; HOWEVER, IF THE COVERAGE WAS  | E DISCLOSURE WHICH DISCL    | OSED THAT CREDIT INSURANCE IS |  |
| YOU, THE COST IS SHOWN BELOW.  OPEN END - COST PER \$100 OF YOUR MONTHLY LOAN BALANCE IS:  | CLOSED END - PDE            | MIUM SCHEDULE IS:             |  |
| CREDIT DISABILITY \$   |                             | \$                            |  |
| SINGLE CREDIT LIFE \$  |                             | E \$                          |  |
| JOINT CREDIT LIFE \$   | JOINT CREDIT LIFE           | \$                            |  |
| I HAVE ANSWERED ALL QUESTIONS ON THE "STATEMENT OF   | HIS ADDITION OF INSURANCE V | VILL INCREASE THE NUMBER      |  |
| SOBJECT TO AFFROVAL BY THE UNDERWAITER.  |                             | OFF MY LOAN OR INCREASE       |  |
| THE AMOUNT OF EACH LOAN PAYMENT.   |                             |                               |  |
| YOU ELECT NOT TO BE INSURED FOR CREDIT DISABILITY INSURANCE SINGLE CREDIT LIFE INSURANCE JOINT CREDIT LIFE INSURANCE ON FOR THE PROPERTY OF TH |                             |                               |  |
| ALL OTHER LOANS ON WHICH YOU ORIGINALLY REQUESTED COVERAGE WILL CONTINUE TO BE COVERED, UNLESS CANCELLED BY YOU IN WRITING.  |                             |                               |  |
|  |                             |                               |  |
| BORROWER SIGNATURES BORROWER SIGNATURES  | ER'S SIGNATURE              |                               |  |
| THE TERMS AND CONDITIONS OF THE CREDIT AGREEMENT PREVIOUSLY SIGNED ARE HEREIN  | INCORPORATED BY REFERENCE   | F 1                           |  |
|  | DRROWER DI THE ENERGY       |                               |  |
| x x  |                             |                               |  |