



## Loan Application Guide

(For each co-applicant other than a married couple, a separate loan application must be provided for each co-applicant)

- 1. **Application For Loan**  
Please complete in detail, sign, and date.
  
- 2. **Copy of Applicant's Driver's License**
  
- 3. **Current Financial Statement Information**
  - Personal**
    - a. Complete Personal Financial statement, itemized list of all assets and liabilities
    - b. Income verification - complete tax returns (past 3 years) inclusive of all schedules and K1's
    - c. Income verification - most recent W-2 and paystub
  - Entity**
    - a. Complete Balance Sheet for the last 3 fiscal / calendar year ends
    - b. Income verification - complete tax returns or other accountant prepared income statement for the past 3 years
    - c. Income verification - interim financial statements (balance sheet and income statement) for the last month end
  
- 4. **Investment / Liquid Asset Account(s)**  
Please provide a copy of the most recent investment and/or liquid asset account statements.
  
- 5. **Purchase Agreement/ Sales Contract, If Applicable**  
If available, please provide a copy of the signed contract, for any asset(s) purchased with loan proceeds.
  
- 6. **Detailed Legal Description**  
Please provide a copy of the metes and bounds description and/or field notes for the land to be offered as security for the loan. An aerial photograph and/or surveyor's plat is useful and should be furnished if available.
  
- 7. **Other / Special Instructions**

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Additional information may be requested depending on the complexity of your financial position.





## Application for Loan

### Verifications, Authorizations & Disclosures

1. I (we) hereby authorize the release to Alabama Ag Credit and each of its affiliates (together, the "Association") of any relevant credit or employment information, either past or current, concerning me (us). A photographic copy of this authorization, including the signatures of the undersigned, may be deemed to be the equivalent of the original and may be used as a duplicate original. This information may be shared with participating lenders, agents, the Farm Credit Bank of Texas and counsel for the Association for any purpose allowed by law.

2. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning this creditor is: Farm Credit Administration, 1501 Farm Credit Drive, McLean, Virginia 22102-5090.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires us to obtain, verify and record information that identifies each person who engages in other financial services with this establishment. What this means for you: We will ask for your name, address and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

3. I (we) agree to provide all financial and income information required by the Association to evaluate my (our) credit request and hereby represent that all of the statements contained herein are true and correct, having the same legal effect of a sworn representation; that no information has been withheld or suppressed which would adversely affect the value of, or my title to, the property offered as security (the "Collateral"); that there are no suits pending or unsatisfied judgments against me other than those shown on my financial statement; that all claimed encumbrances, security interests and/or liens against the Collateral have been shown on my financial statement; and that all of my (our) debts and obligations (including all contingent obligations such as guarantees) are shown on my financial statement. (NOTE: If you are applying for credit individually and not relying on the credit worthiness of your spouse, the only information about your spouse required to be furnished is: (1) his/her home address; (2) whether you are separated from him/her; and (3) the obligations and amount of debt owned by him/her for which your property or income is or may become liable under applicable State law.) If this application is approved for a loan in an amount agreeable to me (us), I (we) agree to furnish at my (our) expense a mortgagee's title insurance policy, or other evidence of title acceptable to the Association, covering the Collateral offered as security, and any easements required for access. I (we) agree to pay all costs incident to the obtaining and recording of legal instruments required in connection with the loan approval hereunder, whether or not such loan is ultimately closed, and I (we) agree to pay the fee properly charged in connection with this application. I (we) apply for membership in the Association as required by applicable by-laws and agree to (1) purchase the required shares of capital stock or participation certificates of said association, (2) be bound by the bylaws and actions of the Board of Directors of said Association. I (we) authorize the Association to obtain such credit reports, employment and income verifications and other information as may be required in connection with this loan application or in connection with the review or collection of any loan resulting therefrom or any and all future renewals and extensions thereof, and hereby instruct any credit reporting agency or other person to provide such credit reports or other information requested by the Association. I (we) agree to pay for the cost of any and all third-party services related to this application including any survey expense, appraisal fee and/or inspection fee regardless of whether or not the loan closes.

4. I (we) hereby certify that I (we) have received the proper disclosure of Stock or Participation Certificates and the risk associated with said investment.

5. I (we) understand and agree that the Association may without liability withdraw from negotiations regarding this loan application at any time and that the approval for a loan in any amount resulting from this loan application will be evidenced ONLY by a written notice from the Association and that I am not entitled to rely upon my oral statements regarding the likelihood that this application will be approved. Approval for any loan is contingent on my (our) satisfaction of all conditions required by the Association in the exercise of its sole discretion and judgment.

6. Pursuant to 18 USCS § 1014, it is a crime to knowingly make a false statement or report or to willfully overvalue any land, property or Collateral in connection with this loan application. By signing below I (we) warrant and represent that I (we) completed and reviewed all of the information in this application and the accompanying financial statement.

7. **PRIVACY ACT NOTICE:** This information authorization is to be used by the Association (and any agency) collecting it or its assignees in determining whether you qualify as a prospective borrower under its program. It will not be disclosed outside the Association and/or agency except as required by law or agreement. You do not have to provide this information, but if you do not, your application for approval as a prospective borrower may be delayed or rejected. The information requested in this form is authorized by Title 38, USC, Chapter 37, (if VA); by 12 USC, Section 1701 et seq. (if HUD/FHA); by 42 USC, Section 1425b (if HUD/CPD); and Title 42 USC, 1471 et seq., or 7 USC, 1921 et seq. (if USDA/FSA).

8. **HUD/FHA LOANS – NOTICE TO BORROWERS:** This is notice to you as required by the Right to Financial Privacy Act of 1978 that HUD/FHA has a right of access to financial records held by financial institutions in connection with the consideration or administration of assistance to you. Financial records involving your transaction will be available to HUD/FHA without further notice or authorization but will not be disclosed or released by this institution to another Government Agency or Department without your consent except as required or permitted by law.

9. I (we) understand that we have a right to receive a copy of any appraisal report used in connection with my (our) credit application, if the intended collateral for the loan contains a dwelling. If I (we) wish to receive a copy, I (we) will provide a written request to the Association. The Association must receive the written request within 90 days from the date the Association provides notice of action taken on the application or 90 days after the application is withdrawn. I (we) also understand that I (we) may be required to pay for the cost of the appraisal report prior to receiving a copy.



## Application for Loan

### Verifications, Authorizations & Disclosures

10. I (We) hereby appoint and authorize \_\_\_\_\_ to act for and on behalf of all joint borrowers in all matters pertaining to this Application and any loan made hereunder, including the right to vote the Association stock and to receive payment of dividends or patronage and the proceeds of refund stock or participation certificates as well as the distribution or retirement of any allocated or unallocated equities. In the event of a conflict with regard to who is authorized to act on behalf of the stockholders in this regard, the Association may pay such proceeds to \_\_\_\_\_ and all joint borrowers agree to indemnify and hold the Association harmless against any claims, costs, loss, or expenses including attorneys' fees relating to said payment.

The undersigned, by execution below, state(s) that he/she/they collectively has/have the authority to act on behalf of all joint borrowers in all matters stated in this Authorization for Voting Designation ("Designation") and to enter into the same. The undersigned further agree to provide Association prior to or at closing with any properly executed resolution, consent or other documents necessary to demonstrate, establish and confirm the statements made in this Designation.

This Designation may be executed in separate counterpart signature pages, and all such counterparts taken together shall constitute but one and the same instrument, and a facsimile copy of an executed counterpart shall constitute the same as delivery of the original of such executed counterpart.

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# Financial Statement

Name: \_\_\_\_\_

Statement Type:	Individual <input type="checkbox"/>	Sole Proprietorship <input type="checkbox"/>	Corporation <input type="checkbox"/>	Estate <input type="checkbox"/>
	Joint <input type="checkbox"/>	Partnership <input type="checkbox"/>	Trust <input type="checkbox"/>	

This financial statement accurately reflects the financial position of the undersigned as of:

**\*Please attach additional pages as necessary. Include a copy of the most recent investment &/or liquid asset account statements.**

Assets			Liabilities						
Item	Description	Value	Item	Creditor	Pmt Frequency	Rate %	Yrs Remaining	Pmt	Balance
Checking, Savings, & CD Accounts			Credit Cards / Accounts Payable						
1.			1.						
2.			2.						
3.			3.						
4.			4.						
Investment Accounts - Stocks / Bonds / Mutual Funds			5.						
1.			6.						
2.			7.						
3.			Other Liabilities (due within 1 year)						
4.			1.						
Accounts / Notes Receivable			2.						
Inventories			3.						
Prepaid Items			Estimated Income Tax						
Cash Value of Life Insurance			→ Loan on Life Insurance						
Vehicles, Equipment, & Livestock			Vehicles, Equipment, & Livestock Liabilities						
1.			→ 1.						
2.			→ 2.						
3.			→ 3.						
4.			→ 4.						
5.			→ 5.						
Retirement Accounts			Other Liabilities (due > 1 year)						
1.			1.						
2.			2.						
3.			3.						
4.			4.						
Invest. in Partnerships & Closely Held Corp. / Other Assets			5.						
1.			6.						
2.			7.						
3.			8.						
Real Estate			Real Estate Liabilities						
1.			→ 1.						
2.			→ 2.						
3.			→ 3.						
4.			→ 4.						
5.			→ 5.						
<b>Total Assets</b>			<b>Total Liabilities</b>						
			<b>Net Worth (Total Assets - Total Liabilities)</b>						

Total amount of life insurance carried (\$): \_\_\_\_\_

Total amount of life insurance assigned (\$): \_\_\_\_\_

Please answer Yes or No to the following questions. Explain any Yes answers in the space provided or attach a separate sheet.

Are you liable on any other debts not listed here? \_\_\_\_\_ If so, how much? \_\_\_\_\_ Have you been, or are you now, in bankruptcy? \_\_\_\_\_  
 Are there any judgements of record against you? \_\_\_\_\_ Are you a party to any lawsuit? \_\_\_\_\_

I (we) certify that the foregoing, including all schedules and attachments, is true and correct to the best of my (our) knowledge and fairly presents my (our) financial position as of the aforesated date; and I (we) further acknowledge that this lender is protected by federal statutes that make it a criminal offense to make a false statement in the above presentation of financial worth or to sell or convert to my (our) own use any property mortgaged to the lender. Pursuant to 18 USC { 1014, it is a crime to knowingly make a false statement or report or to willfully overvalue any land, property, or security in connection with this loan application.

Signature / Date: \_\_\_\_\_

Signature / Date: \_\_\_\_\_



## YOUR INVESTMENT IN YOUR FARM CREDIT SYSTEM ASSOCIATION

As a member, you should be aware that your Agricultural Credit Association, Federal Land Credit Association, or Production Credit Association ("association") is part of the federal Farm Credit System serving local agriculture in the Tenth Farm Credit District. The associations originate agricultural loans directly and make financially related services available to their members. Since associations are organized as cooperatives, you invest in the capital stock or participation certificates of the association as a condition to receiving a loan from the association or to qualify for financially-related services. This means that only persons eligible to hold stock or participation certificates can borrow from associations and that borrowers are a source of capital for an association. In addition, holders of stock or participation certificates can qualify for financially-related services. To assist you in understanding how stock and participation certificates work at your association, the most common questions and their answers are listed below. If you have additional questions, please contact your association.

### Q. WHAT IS VOTING STOCK AND WHO CAN BUY IT?

A. Voting stock is stock required to be purchased as a condition to receiving a loan carrying the right to vote on all matters which stockholders have the right to decide under the Farm Credit Act, Farm Credit Administration regulations or your association's bylaws. Voting stock can be purchased only by farmers, ranchers or producers or harvesters of aquatic products. Following cooperative principles, each member normally has only one vote regardless of the number of shares owned. The only exception is when stockholders authorize the issuance of preferred stock, when each stockholder's vote is weighted according to the number of shares owned. The par value of each share is \$5.00, which is also the purchase price.

### Q. WHAT DOES VOTING STOCK OWNERSHIP GIVE ME?

A. A holder of voting stock is entitled to vote to select members of the Nominating Committee, to vote in the election of directors to the association's board of directors, to make motions and second motions at the annual stockholders meeting, to vote on measures brought before the meeting, and to vote on certain other matters relating to corporate governance. In addition, a voting stockholder is generally eligible to serve as a director or as a member of the Nominating Committee.

### Q. WHAT ARE PARTICIPATION CERTIFICATES?

A. Your association may make rural home loans and certain farm-related business loans. These borrowers are not eligible to hold voting stock but must instead purchase participation certificates as a condition of receiving a loan. In addition, persons who are eligible to borrow may purchase participation certificates in order to qualify for financially-related services. Owners of participation certificates do not have voting rights except when stockholders authorize the issuance of preferred stock and are not eligible to serve on the association's board of directors. In all other respects, stock and participation certificates have the same rights and restrictions.

### Q. WHAT DETERMINES THE AMOUNT OF STOCK I MUST BUY?

A. The minimum level of stock purchase requirements for loans and financially-related services is determined from time to time by the association board of directors within a range set forth in the association's capitalization bylaws which are subject to the approval of stockholders.

### Q. HOW DO I BUY STOCK?

A. The money needed to buy the required amount of voting stock or participation certificates can be included in your association loan request. If your loan request includes stock, the promissory note that you sign will include the amount necessary to purchase the required stock or participation certificates. In that case, you will also pay interest on the stock portion of your loan. The total amount of your loan, including stock or participation certificates, must be repaid in full. Under certain circumstances stock or participation certificates may be purchased during the life of the loan. Such purchases may be paid for in cash or by adding the purchase price to your loan. Purchases of stock or participation certificates to qualify for financially-related services shall be paid for in cash.

### Q. IN WHAT FORM IS MY STOCK ISSUED?

A. Your association issues a receipt for stock and participation certificates at the time they are issued. Ownership of the stock or participation certificates is recorded on the books of the association.

### Q. DOES VOTING STOCK EARN DIVIDENDS OR PATRONAGE REFUNDS?

A. Ownership of voting stock may make you eligible to receive patronage refunds based on business done with the association or dividends based on the number of shares of voting stock or participation certificates you hold when the association board, at its sole discretion and upon review of the association's financial performance, declares a dividend or patronage distribution.



#### **YOUR INVESTMENT IN YOUR FARM CREDIT SYSTEM ASSOCIATION - CONT.**

**Q. DOES STOCK CHANGE IN VALUE?**

A. The \$5.00 per share par value of your association stock or the \$5.00 face value of your participation certificates does not change, but the book value could increase or decrease depending on the financial condition of your association. Any retirement, however, will be at the lower cost of par value or book value.

**Q. HOW DOES DEFAULT AFFECT MY INVESTMENT?**

A. The association has a first lien on your stock or certificates and on any dividends, patronage and allocated surplus or equities as additional collateral for your loan(s) or any other indebtedness to the association. In the event of a default on the loan(s), all or part of such equities or amounts may be applied to the loan(s), or under certain circumstances, may be otherwise disposed of when approved by the lender.

**Q. IS THERE A RISK ASSOCIATED WITH MY STOCK INVESTMENT?**

A. Yes. Your ownership of stock or participation certificates in an association is an investment that allows you to share in the association's earnings through patronage refunds and/or dividends, but which is also subject to certain risks that could result in a partial or complete loss of the investment. It is not a compensating balance. The ultimate value of the stock is dependent on the future financial performance and condition of the association over time. Therefore, you cannot assume that stock will be redeemed on demand or upon a date certain or upon the happening of any event, such as repayment of the loan (as could be the case if the investment were considered a compensating balance). You are responsible for the full amount of your loan including the amount borrowed to pay for your stock or certificates, regardless of their book value. Borrowers are advised to review the financial statements of their association, the association's capitalization bylaws and other available information about the Farm Credit System, copies of which are provided herewith and are available from the association upon request.

**Q. WHAT HAPPENS TO THE STOCK IF AN ASSOCIATION IS LIQUIDATED?**

A. If an association is liquidated, the law prohibits stock retirements until the assets of the association are used to meet liabilities of the association. The assets of the association which remain when the liquidation is completed are all divided on a pro rata basis among current stockholders according to the proportion of stock they own.

**Q. WHAT HAPPENS TO MY STOCK WHEN THE LOAN IS REPAYED?**

A. Provided that the capital strength of your association permits it and unless used by you to capitalize other indebtedness, your stock may, in the board's sole discretion, be retired and the proceeds repaid to you upon final payment of the indebtedness or upon termination or completion of the financially-related services or at such future date as the board may determine that the association's financial strength permits.

Under the Farm Credit Act of 1971, as amended, Farm Credit Administration regulations and the association's capitalization bylaws, stock may be retired only at the sole discretion of the association's board of directors and not on demand, a date certain, or upon the happening of any event, such as repayment of the loan. The Act and regulations prohibit retirement of stock when the association fails to meet its minimum capital adequacy standard as established by the Farm Credit Administration and the bylaws prohibit retirement when the association does not meet any higher board-established capital adequacy standard. The association board will maintain a capital plan and implement policies and procedures which will allow for the orderly retirement of stock, when requested by a stockholder, in a safe and sound manner consistent with FCA's capital adequacy requirements. In the association's capital plan, a capital adequacy standard will be established by the association board of directors. The board will not approve the retirement of any equities, dividends or payment of patronage distributions in cash in excess of the minimum to qualify the refund as a deductible patronage distribution for federal income tax purposes, unless after the retirement and/or distribution the association would continue to meet its established capital adequacy standards, and in no event will the board retire equities if the minimum permanent capital standard established by the Farm Credit Administration is not met.

**Q. DOES THE ASSOCIATION MEET ITS CAPITAL ADEQUACY STANDARDS?**

A. As of the date of this disclosure, the association meets or exceeds the minimum permanent capital adequacy standard established by the Farm Credit Administration and the standard set by the association board. The association board of directors knows of no reason that would cause the association to fail to meet the capital standard established by the board or the minimum established by Farm Credit Administration at fiscal year-end. However, as discussed in the annual report, uncertainties exist regarding matters that could have an impact on the association's capital adequacy which the association board cannot determine at this time.

## **AGREEMENT TO ACCEPT NOTICES AND DISCLOSURES ELECTRONICALLY**

### ***In compliance with Electronic Signatures and National Commerce Act (ESIGN)***

In accordance with the Electronic Signatures in Global and National Commerce Act (ESIGN), we want to advise you of your rights concerning your agreement to accept Notices and Disclosures in an electronic format. In this Agreement, the terms “you” and “your” refer to each borrower, and the terms “we,” “us” and “our” refer to Alabama Ag Credit (“Association”).

Notices and Disclosures (“Communications”) include, but are not limited to any legal or regulatory disclosures required in connection with your loan and privacy notices.

#### **CONFIRMATION OF CONSENT**

You acknowledge and agree that your consent to receive Communications electronically is being provided in connection with a transaction that is subject to the federal Electronic Signatures in Global and National Commerce Act (“Act”) and that you and we both intend that the Act apply to the fullest extent possible to allow us the ability to conduct business with you by electronic means.

#### **UPDATING YOUR RECORDS**

The Association must have your current email address to provide you with Communications. It is your responsibility to provide us with an accurate and complete email address. You must maintain and promptly update this information with any changes. You can update your email address by contacting us at (800) 579-5471.

#### **WITHDRAWAL OF YOUR CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS**

Your ongoing consent to receive Communications is voluntary and may be withdrawn at any time. You may withdraw your consent by contacting the Association at (800) 579-5471 or mailing your request to Alabama Ag Credit, 2660 EastChase Lane, Suite 401, Montgomery, AL 36117. By withdrawing your consent to receive Communications, you will no longer be able to access any Communications previously made available to you electronically, and will again begin to receive paper Communications via U.S. mail. We may treat an invalid email address or the subsequent malfunction of a previously valid email address as a withdrawal of your consent. If you withdraw your consent to receive Communications electronically, the withdrawal will become effective after your request is processed.

#### **AMENDMENTS**

We may amend or supplement this Agreement from time to time by providing notice to you. Notice shall be effective when sent or as otherwise required by law.

#### **ASSOCIATION TERMINATION**

We reserve the right, at our sole discretion, to change or terminate the terms and conditions under which we provide electronically, or to discontinue providing Communications to you electronically. We will provide you with advance notice of any such change or termination. Your decision to continue to receive statements electronically will constitute your agreement to any such changes.

#### **REQUESTING PAPER COPIES**

To request a printed copy of an electronic communication, you may either print the electronic communication on your own equipment, or contact the association at (800) 579-5471.

#### **HARDWARE AND SOFTWARE REQUIREMENTS**

In order to access, view and retain Communications, you must have a personal computer or similar access device, operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying and either printing or storing documentation you receive from us by access to our website using the technology specified below:

- An up-to-date Internet browser and
- An email account

A detailed copy of Hardware/Software minimum requirements will be provided upon your request. By accepting the Electronic Communications Agreement, you acknowledge your understanding of, and agreement to these terms and



