

# LOAN REQUEST

## SECTION I - PARTICIPANT INFORMATION

Company Name: \_\_\_\_\_  
Participant Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Social Security No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Street Address City State Zip Code

## SECTION II - LOAN REQUEST INFORMATION

Requested loan amount: \$ \_\_\_\_\_

Requested term of loan: \_\_\_\_\_ (Years) \_\_\_\_\_ (Months)

I understand that in order to qualify for this loan, it must be for one of the following hardship reasons:

- Medical expenses incurred by my spouse, my dependents or me.
- Purchase of a principal residence.
- Prevention of eviction from or foreclosure on my principal residence.
- Tuition, room and board, and/or educational fees for the next twelve months of post-secondary education for my spouse, my dependents, or me.
- Funeral expenses for my parent, spouse, child or dependent.
- Non-reimbursed repair expenses for uninsured damages to my principal residence as a result of fire, storm, shipwreck, other casualty.
- Expenses (including loss of income) that result from certain natural disasters declared by the Federal Emergency Management Agency (FEMA).

Participant's Signature \_\_\_\_\_ Date \_\_\_\_\_

## SECTION III - PAYMENT METHOD

**Bank Name and Address must be provided below, or a check will be sent to the address listed above.**

Account Type:  Checking or  Savings

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

Bank Address: \_\_\_\_\_ Bank Address Bank City Bank State Bank Zip

Bank Wire ABA/Routing Number (9 digits): \_\_\_\_\_

**\*DO NOT provide the routing number from your personal checkbook. Please confirm with your bank the WIRE ABA/Routing number. If the wire is rejected, a check will be sent to the address listed above and wire fees may apply.**

Bank Account Number: \_\_\_\_\_

# PROMISSORY NOTE & PLEDGE AND ASSIGNMENT

## SECTION IV - PROMISSORY NOTE

**FOR VALUE RECEIVED**, the undersigned (the Borrower) promises to pay the Trustee(s) the sum of \$\_\_\_\_\_ plus interest at the rate provided in the Plan's Loan Program. Said principal and interest thereon to be paid in the following manner:

- **Loan Term:**\_\_\_\_\_ (Not more than 60 months unless the loan is made for the purpose of the purchase of a primary residence.)
- **The proceeds of the Loan** (*CHECK ONE*)  are  are not to be used for the purchase of a primary residence (but not mortgage payments)

The Trustee(s), or its successors or assigns, may declare all amounts due hereunder to be immediately payable upon default in any payment thereof or upon the liquidation or sale of collateral, if any, or upon the Borrower's failure to comply with the terms hereof, or upon the Borrower's insolvency, bankruptcy, death or incompetency. The Borrower agrees to pay all costs of collection including a reasonable attorney's fee, upon any default of this note and waives presentment, demand, notice of dishonor or protest.

The Borrower agrees that, upon the Borrower's termination of employment with the above named company, if this obligation is unpaid, under circumstances in which the Trustee(s) would normally make a distribution from the Plan to the Borrower, the Trustee is authorized to reduce the amount otherwise distributable to the Borrower or to his or her named beneficiary, by this outstanding indebtedness, together with any accrued interest due on the indebtedness.

## SECTION V - BORROWER'S PLEDGE AND ASSIGNMENT

I acknowledge receipt of the Plan Loan Program/Policy that governs loans from the plan. The loan that I have requested, to the best of my belief, complies with the Loan Program/Policy. I understand that I am required to repay the loan in accordance with the Loan Program/Policy and that if I fail to make payments the Plan Administrator (my Employer) will be required to take all actions necessary to force me to repay the loan, including legal action. If my loan repayments are required to be made through payroll deductions, I request that my employer withhold the loan payment amount from my pay.

In consideration of a loan made to me by the Trustees of the retirement plan sponsored by the above named company, I irrevocably pledge and assign a portion of my Accounts under the Plan. The portion pledged and assigned shall equal the unpaid portion of said loan and interest, not to exceed 50% of my Accounts under the Plan. This Irrevocable Pledge and Assignment shall bind my heirs, personal representatives or other legal representatives. **A VALID COPY OF A PHOTO ID ISSUED BY A STATE OR GOVERNMENT AGENCY MUST BE ATTACHED FOR THIS DISTRIBUTION TO BE PROCESSED.**

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

## TO BE COMPLETED BY EMPLOYER

Plan Sponsor approval:

\_\_\_\_\_  
Plan Administrator or Trustee

\_\_\_\_\_  
Date