

CheckLine Agreement

Notice of credit terms: ANNUAL PERCENTAGE RATE: 18.00%
DAILY PERIODIC RATE: 0.0493%

A FINANCE CHARGE at the periodic rate shown above is imposed on your average daily CheckLine balance during the month billing period and is charged to your account at the end of such monthly period. Your average daily balance is determined by dividing the sum of each day's CheckLine balance (after deducting all payments and credits) by the number of days in the billing period. You may pay your CheckLine balance at any time without penalty, but in the event of prepayment, FINANCE CHARGES will accrue daily to the date of prepayment.

The minimum monthly payment required each month is 5% of the unpaid balance or a minimum of \$25; if the unpaid balance is less than \$25, the entire balance will be due. All minimum monthly payments will be credited to FINANCE CHARGES; any fees incurred; and thereafter to principal. This sum will be deducted automatically from your checking account.

Agreement with BankEast

If I qualify for this service, I agree as follows:

As herein used, "Checking Account" shall mean my checking account with the Bank. "Loan Privilege" shall mean the total approved dollar amount in excess of the credit balance of cash on hand in my Checking Account against which I am authorized to write checks or make withdrawals; "Advance" shall mean a loan made by you hereunder; "Advance Account" shall mean the account on your books reflecting Advances to me; "Unpaid Balance" shall mean the debit balance existing from time to time in my Advance Account. "Available Credit" shall mean the difference between my Advance Balance and the Loan Privilege extended. "Statements" shall mean the monthly statements from my checking account and my CheckLine Account, and "Closing Date" shall mean the date of my statement. "Minimum Monthly Payment" shall mean the minimum monthly payment which is due on my statement date. "Voluntary Payment" shall mean any payment which is made by me other than those payments which are automatically deducted from my checking account.

If the credit balance of cash on hand in my Checking Account shall at any time be insufficient for the payment of any regular check or withdrawals presented to you for payment, you will advance to me under my Loan Privilege, and credit to my Checking Account, the amount necessary to make such payment in \$100 increments (minimum disbursement of \$100) or the total of my Available Credit. If such an Advance is insufficient to cover such checks presented for payment, you may at your discretion, but without obligation to do so, make an additional Advance in such amount as will provide sufficient funds to pay such checks. In addition to your standard checking account service charges, I promise to pay to you the principal amount of all Advances made, plus a FINANCE CHARGE at the Periodic rate set out above. Interest shall be computed monthly on my average daily outstanding Unpaid Balance.

A Minimum Monthly Payment on account of my obligations hereunder shall be deducted from my Checking Account monthly. Minimum Monthly Payments shall be equal to 5% of the Unpaid Balance or a minimum of \$25; if the Unpaid Balance is less than \$25, the entire balance will be due.

However, if my Advance Balance should exceed my Loan Privilege, the Minimum Monthly Payment required on my next monthly due date shall be the over limit amount plus the regular payment amount due, and I promise to deposit to my Checking Account prior to the said next due date an amount sufficient to keep my Advance Balance within my Loan Privilege amount.

Should the balance in my Checking Account be insufficient for the deduction of my Minimum Monthly Payment, I will immediately deposit sufficient funds for the Minimum Monthly Payment.

Each Minimum Monthly Payment will be credited to FINANCE CHARGES; any fees incurred; and thereafter to principal. Each Voluntary Payment will be credited to principal unless the Advance Account has been frozen to further charges. If the Advance Account has been frozen to further charges, Voluntary Payments will be credited to FINANCE CHARGES; any fees incurred; and thereafter to principal. Each Statement will be considered correct and accepted by me unless I notify you of errors within thirty (30) days of the Closing Date.

You may at any time, by written notice to me, terminate your commitment to make further Advances. If I do not make a payment when due hereunder; if any warranty or statement contained herein or in my application proves untrue; if I default in the performance of any other obligation to you, whether contained herein or not; or if, for any other reason sufficient to you, you deem yourself insecure, your commitment to make further Advances shall immediately terminate, and at any time thereafter you may, without notice or demand, declare all of my obligations to you hereunder to be immediately due and payable. Such termination shall not affect my obligation or debt incurred hereunder prior to such termination. I promise to pay all costs of collection, including reasonable attorney's fees, which are incurred by you in enforcing any of my obligations hereunder.

A security interest in any deposit or other account maintained at the Bank is retained to secure payment of my unpaid CheckLine balance. All costs of collection, including a reasonable attorney fee, incurred in collecting amounts not paid when due, will be charged to me in the event of any default by me. The Bank may declare my entire CheckLine account immediately due and payable.

You may reserve the right to alter the terms and conditions of this agreement at any time and at your discretion. You will, upon altering these terms or conditions, mail notification to me. I will have 30 days to respond to this notification. If I do not respond in writing to this notification within 30 days, then I will accept the new terms and conditions.

If there is more than one party hereto, each joins in and agrees to the terms of this application.

***The information about the costs of the credit described in this application is accurate as of July 15, 2004. This information may have changed after that date. To find out what may have changed, write to us as Post Office Box 24, Knoxville, Tennessee 37901, or phone us at (865) 540-5800.

Billing Rights Summary

In Case of Errors or Questions About Your Bill:

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at P.O. Box 24, Knoxville TN 37901 as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us at 865-540-5800, but doing so will not preserve your rights.

In you letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error, and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of the bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

<h1>CheckLine Application</h1>							Please complete this application in its entirety. Incomplete applications cannot be processed. Please print or type.			
							CHECKING ACCOUNT NUMBER (TO BE USED WITH THIS CHECKLINE)			AMOUNT REQUESTED
NAME		First	Middle	Last	SOCIAL SECURITY NO.	BIRTH DATE	DRIVERS LICENSE STATE AND NUMBER			
PRESENT ADDRESS				Street	City	State	Zip	NUMBER OF YEARS AT THIS ADDRESS	PHONE	
PREVIOUS ADDRESS				Street	City	State	Zip	NUMBER OF YEARS AT THIS ADDRESS	PHONE	
DO YOU		MONTHLY PAYMENT		MORTGAGE HOLDER OR LANDLORD (Name and Address)			NUMBER OF DEPENDENTS INCLUDING SELF			
<input type="checkbox"/> OWN		<input type="checkbox"/> RENT								
NAME AND ADDRESS OF NEAREST RELATIVE NOT LIVING WITH YOU							RELATIONSHIP	PHONE		
NAME AND ADDRESS OF PRESENT EMPLOYER							PHONE	HOW LONG HAVE YOU BEEN EMPLOYED?		
NAME AND ADDRESS OF PREVIOUS EMPLOYER							PHONE	HOW LONG WERE YOU EMPLOYED?		
ANNUAL SALARY					OTHER INCOME IF IT IS IN SUPPORT OF THIS APPLICATION					
HAVE YOU EVER RECEIVED CREDIT FROM US?					<input type="checkbox"/> Yes-When? <input type="checkbox"/> No		Alimony, child support, or separate maintenance income need not be revealed if you do not have it considered as a basis for repaying this obligation.			
BANK ACCOUNTS (Name & Address of Bank)					CHECKING ACCOUNT	SAVINGS ACCOUNT	OTHER ACCOUNT			
CREDIT REFERENCES (Name & Address of Creditor)					ACCOUNT	MONTHLY PAYMENT	BALANCE			
Are there any unsatisfied judgements against you?					<input type="checkbox"/> No <input type="checkbox"/> Yes - Amount \$ _____		Have you been declared bankrupt in the last seven years?		<input type="checkbox"/> No <input type="checkbox"/> Yes - Where?	
If this is a joint application or another person will be permitted to use this account, please complete this following section										
NAME		First	Middle	Last	SOCIAL SECURITY NO.	BIRTH DATE	RELATIONSHIP			
ADDRESS				Street	City	State	Zip	PHONE	DRIVERS LICENSE STATE AND NUMBER	
NAME AND ADDRESS OF EMPLOYER					HOW LONG EMPLOYED?	PHONE	ANNUAL SALARY			
I (We) agree that the use of any credit issued to me (us) will constitute my (our) agreement to be jointly and severally bound by the terms and conditions of the CheckLine Agreement which I (we) have detached and retained from this application. Obligations incurred through the use of this CheckLine Account represent credit extensions by BankEast to me (us) the user regardless of where I (we) you might use the CheckLine. It is certified that the above information is complete and true, and is given to induce you to extend credit. I (We) authorize you to make whatever credit and/or investigative inquiries may be deemed necessary in connection with this application and any credit extended pursuant hereto, and to exchange information with others regarding my (our) credit transactions.										
Date			Signature of Applicant			Date			Signature of Co-Applicant	