

ACCOUNT  
AGREEMENT

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ELECTRONIC FUNDS  
TRANSFER  
DISCLOSURE

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EXPEDITED FUNDS  
AVAILABILITY  
DISCLOSURE



UNITEDAMERICAN  
Savings Bank

## ACCOUNT AGREEMENT

Please read through this New Account Disclosure carefully, it contains much information about the laws and regulations that affect your account with us. Please call us if you have any questions about the information presented here. In this disclosure, “we”, “our”, or “us” means the financial institution and “you” and “your” means the account holder(s). When you open your account with us and continue to use your account after we have notified you of changes applicable to your account, you are agreeing to pay the applicable fees and let us collect these fees from your account balance. This disclosure generally addresses state and federal laws that govern our deposit relationship with you. Additionally, this disclosure will provide you with disclosures required by these federal laws:

- Electronic Fund Transfer Act- Regulation E
- Expedited Funds Availability Act - Regulation CC

The combination of the above required disclosures and other information in this disclosure lets us establish the basis as to how your deposit transactions will be handled. In some cases, state or federal law allow variations from that law by agreement between you and us. Any such agreement must be in written form and be signed by you to acknowledge the variation.

**GENERAL AGREEMENT** — As used herein, the terms “you” and “you r” refer to the account holder(s) (whether joint, individual or other entity). “We”, “our” or “us” means the financial institution whose name appears on this disclosure. The following terms and conditions will govern your account with us. Your agreement with us also includes any other separate documents or notices executed add/or issued to establish and/or maintain the account opened when you received this disclosure and agreement from us.

**Additionally, by your signing of the signature card executed when you opened your account with us, you agree that this account shall be subject to all of our rules and regulations, all applicable state and federal banking laws, recognized banking practices and customs~ Clearinghouse regulations, the Uniform Commercial Code, laws regulating transfers at death, estate taxes and other succession taxes, and our fee schedule.**

**PROMISE TO PAY** — You promise to pay us any charges incurred on this account and agree that we may deduct these charges, when earned, directly from your account balance. These charges may be for services you request which are not listed in this agreement or separate fee schedules. You also promise to pay us for any expenses incurred due to attachment, garnishment, or levy upon your account. These may also be deducted directly from your account balance. You agree to be jointly and severally liable for any negative balance in your account (“indebtedness”) that would result from charges or overdrafts, whether caused by you or any other person authorized to withdraw from this account. This would include costs we incur to collect the amount of the negative balance including, to the extent permitted by law, our reasonable attorneys’ fees. This indebtedness may be charged to any account solely in your name or in your name as well as the name of another or others. **TYPE OF ACCOUNT**

**OWNERSHIP** — This section explains the rules applicable to this account which depend on the type of account ownership this account has. The type of account ownership is specified on the front of the signature card. You understand that if this account is set up as a joint account or trust account, you have instructed us as to the proper title of the account and that we assume no legal responsibility to inform you as to how the creation of that type of account ownership affects your legal interest in the account. If you have any questions as to the legal effects of such account types, you will consult your own attorney and have sole responsibility as to the legal effects of the creation of the account or how it is maintained with us. The law governing the ownership of such accounts shall be the law of Pennsylvania. **INDIVIDUAL ACCOUNT** - If this account is an Individual Account, your signature is shown on the front side of the signature card and we are authorized to act without further inquiry in accordance with writings bearing that signature.

**JOINT ACCOUNT** — If this account is joint, with survivorship or tenants by the entities, you agree that upon your death, the balance in the account (subject to any previous pledging of the account that we have agreed to) will belong to any survivors, as long as each such survivor is authorized to sign on the account. If the account is joint but only one of the owners is authorized to sign on the

account, we may treat the account as an individual account. If there are two or more survivors, they will own the balance in the account as joint tenants with the right of survivorship,

If the account is joint - tenants in common, the account holders will not have any rights of survivorship if one of the account holders die.

We will act in accordance with writings bearing any one or more of the account holders' signatures shown on the signature executed when you opened your account with us, in any manner in connection with this account unless it is indicated that more than one signature is required in all matters related to this account, or we have received separate written notice from an account holder that the signatures of all account holders are to be required.

**DEPOSITS** — Even though we may credit your account immediately upon your making a deposit, you understand that, except for cash deposits, we accept any other item as a collecting institution and we may handle the collection of any such item in accordance with our usual practices. In cashing or accepting these items for deposit or collection, we act only as your collecting agent and assume no responsibility beyond the exercise of due care. We will accept deposits subject to our final verification of cash and checks and may make adjustments for any errors.

We, or any of our correspondents, may send items subject to collection, directly or indirectly to any institution, depository, payor or drawee in accordance with our usual practices and may accept checks, drafts or credits as conditional payment. We will not be liable for default or negligence of our correspondents or forwarding agents, or for losses in transit. Each correspondent or forwarding agent shall be liable only for its own negligence.

All deposits received by us after cut-off hours or on Saturdays, Sundays or holidays may be treated by us as having been received at the opening of the next business day.

Each of you authorizes any other account holder signing the signature card executed when you opened your account with us to endorse any item payable to you or your order for deposit to this account or any other transaction with us, until we receive written notice changing this.

**WITHDRAWALS** — Unless otherwise indicated on the signature card executed when you opened your account with us, any account holder that signs that card may withdraw or transfer any or all of the account balance at any time on forms that we approve. Even if we honor withdrawal requests which overdraw the finally collected balance in your account, this will not obligate us to do so in the future. You understand that any withdrawals may be subject to a service charge as disclosed in our fee schedule and you will not attempt to withdraw more than the amount available to you in your account (unless an overdraft feature is attached in your account).

We are not liable, unless required by law, for non-payment of checks or requested transfers unless your check or transfer is drawn against collected funds that have been credited to your account at the opening of business on the day of presentment nor will we be liable for payment of postdated checks. We will also not be liable for the nonpayment of any checks or requested transfers which result from there being insufficient funds in your account from us deducting special charges on fees as listed in our fee schedule or other special charges or fees authorized by this agreement.

Checks or requested transfers may be paid by us without inquiry as to the circumstances of issue or application of proceeds. We have no duty to take notice of any special memoranda or time limit of payment placed on any check or transfer by you nor shall we be liable for payment of any check or transfer contrary to this.

We reserve the right to refuse any withdrawal or transfer which is for an amount less than any minimum withdrawal amount or exceeds any frequency limitation. If you attempt to repeatedly abuse these limitations, we reserve the right and may be forced to close your account. For purposes of applying these limitations, we will use the date a transaction is completed by us (instead of the day you initiate it).

We also reserve the right to require at least seven days written notice before any withdrawal or transfer from an interest bearing account.

**ACCOUNT TRANSFER OR ASSIGNMENT** — You may not assign or transfer this account without our written consent. We are not responsible for the validity of that assignment or transfer even though we consent to it.

**STOP PAYMENTS** — You may request us not to pay an authorized payment or check which you have written. To do so, you must advise us of your account number, the date, number and amount of the payment, and the name of the payee. You must confirm this request in writing within 14 days. Stop payments, when done in writing, are in effect for six months, unless renewed, in writing. You will be charged the fee for the stop payment request that is applicable at the time of the request. Each renewed stop payment will be treated as a new request and another fee will be charged. You agree to hold us harmless and indemnify us for any and all expenses and liability which we might incur if we pay an item on which you have requested a stop payment, provided that we have exercised ordinary care. You also agree that if we return any other item drawn by you (or do not make a requested transfer) due to insufficient funds, which situation is caused because we have paid an item (or made a transfer) on which you had requested a stop payment, you will not hold us liable for such action. You understand that we may accept a stop payment request from any of the joint owners of the account regardless of who signed the check or transfer request.

**AMENDMENTS AND ALTERATIONS** — You agree that we may change the terms of this agreement at any time by mailing a notice to your address as listed in our records 30 days in advance of the change. In this event, the changes will be binding upon you if you or any other party to the account make a deposit or withdrawal after the 30 day notice period. Our ability to change the terms of the agreement includes the right to increase or decrease fees, minimum balance or deposit requirements or any other term or condition to which your account is or may be subject to. Our agreement with you may be changed without notice to the extent permissible in complying with any law or regulation of any appropriate banking authority. Notice sent from us to any account holder will be considered notice to all account holders. You agree to notify us promptly of any address change on your part.

**CLOSING THE ACCOUNT** — You may withdraw all collected funds in the account at any time. We can close the account at any time by sending you a check for the collected balance in our possession and giving you notice that we have done so. When we refuse to accept deposits or credits to the account, we will not be liable to you for doing so.

**STATEMENTS** — On certain types of accounts, we will provide you with a periodic statement showing account activity, fees charged and if applicable, interest rate information. You agree to promptly examine each statement and all cancelled checks (if returned) and to notify us of any discrepancies, including, but not limited to, forgeries, alterations or improper charges within sixty days after we mail the statements to you. If you do not notify us within the period, you cannot assert the forgeries or alterations against us even if we are unable to show the loss due to your failure, and, you cannot assert any other forgeries or alterations by the same perpetrator on items paid by us after the above time period. We lose this protection if we do not exercise due care in paying an item or transfer with a forged signature or alteration unless you fail to notify us of the problem within 60 days of when we sent to you your statement and items.

You are also obligated to report any other account problems such as (but not limited to) an erroneous statement or passbook entry or missing signature within this 60 day period or you will lose your right to assert the problem against us.

If a statement is returned to us because you have failed to provide us with a proper mailing address, we may stop sending statements or other notices to you until you specifically make a written request to us to commence sending statements to you again, furnishing us with your proper address.

**SET OFF** — By signing the signature card, each account holder agrees that if you owe us any money, either directly or indirectly, we may use (without prior notice) the funds in the account as payment upon such debt owed to us. This right of set off applies to any account holder with the right of withdrawal, to the extent of the person's or legal entity's right to withdraw.

This right of set off does not apply to this account if it is some sort of tax deferred account, the debt is created by a consumer credit transaction under a credit card plan or the debtor's right of withdrawal arises only in a representative capacity.

**DORMANT ACCOUNTS** — If for a 3 year period, there have been no deposits or withdrawals made on your account your account will be considered dormant and may be subject to an annual dormancy fee as indicated in the current fee schedule. This fee, if imposed, will continue as long as your account remains dormant. You understand that this dormancy fee is in addition to any other monthly fees that may be applicable to your account. Your account may also be declared dormant and subject to the applicable fees if statements sent to your address of record are returned by the U.S. Post Office as undeliverable.

**DIRECT DEPOSIT** — If, in connection with a direct deposit plan, we deposit any amount into this account which should have been returned to another entity for any reason, you are authorizing us to deduct this amount from your account or from any other account you have with us, without prior notice, and at any time. We may also use any other legal remedy to recover the amount of our liability to that entity.

**TEMPORARY ACCOUNT AGREEMENT** — This account will be considered a temporary account when this type of account is opened, as indicated on the signature card used to open the account. Any person signing the signature card is authorized to use the account, in accordance with how the signature card is filled out. If you do not satisfy our requirements to convert this account to a regular account status within a reasonable period of time, we may stop you from using the account and close the account.

**EFFECTIVE APPLICABLE LAWS AND REGULATIONS** — You understand that if any of the provisions of this agreement are found to be in violation of, or restricted by any applicable federal, state or local law, regulation or ordinance, such violation or restriction shall not affect the other provisions of this agreement and this agreement shall remain in full force and effect.

#### **DISCLOSURES REQUIRED BY FEDERAL LAW FOR ELECTRONIC FUNDS TRANSFER SERVICES**

As a consumer who uses electronic funds transfer (EFT) services, you have certain rights and responsibilities. These rights and responsibilities are defined by the Electronic Fund Transfer Act (15 U.S.C. 1693, Et seq.) and Regulation of the Federal Reserve Board. One requirement of this Act is that all financial institutions must make certain disclosures to all EFT users.

**DISCLOSURE OF TYPES OF AVAILABLE TRANSFERS AND LIMITS ON TRANSFERS (205.7(a)(4))** Our services allow you to ask that recurring deposits which you designate, such as Direct Deposit of Wages, Social Security Benefits, Pension Payments, Dividend Payments and similar regular payments be deposited directly into your:

- Checking Account
- Money Market Account
- Passbook or Statement Savings Account

In addition, it may be possible to arrange with some merchants, insurance companies, banks, credit unions, and other thrift institutions, to have your recurring bills paid automatically (a debit to your account) from your:

- Checking Account
- Money Market Account
- Statement Savings Account

**LIMITATIONS ON FREQUENCY OF TRANSFERS** There is no limitation on the frequency of electronic funds transfers when they are deposits as listed above. If the electronic fund transfer is a withdrawal from your account as listed above, the frequency of transfers allowed is as follows:

- Only 6 third party electronic funds transfers per month can be made out of your Money Market Account. (The 6 third party electronic transfers per month that are allowed are reduced by each check or similar order that affects the Money Market Account during the same monthly period).
- Transfers from a savings account (ask us which of the above accounts are classified as savings account(s)) to another account or to a third party via preauthorized, automatic or telephone transfer are limited to 3 per monthly period.

**LIMITATIONS ON DOLLAR AMOUNTS OF TRANSFERS** There is no limitation on the dollar amount of any electronic funds transfer as long as your account balance on our records at the time of the transfer is sufficient to cover the amount of the transfer.

**DISCLOSURE OF WHAT CONSTITUTES BUSINESS DAY OF INSTITUTION (205.7(a)(3))** Our business days are Monday through Friday, excluding Holidays.

**DISCLOSURE OF CHARGES APPLICABLE TO TRANSFERS 205.7 (a)(5)** We do not charge a fee for any types of direct deposit or preauthorized withdrawal at this time. We reserve the right to impose charges or change charges in the future, upon 30 days prior written notice to you.

**DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES 208.7(a)(9)** We will disclose information to third parties about your account or the transfers you make:

- where it is necessary for completing transfers
- to verify the existence and condition of your account for a third party, such as a credit bureau or merchant
- in accordance with your written permission
- in order to comply with court orders or government or administrative agency summonses, subpoenas, orders, examinations and escheat reports
- on receipt of certification from a federal agency or department that a request for information is in compliance with the Right to Financial Privacy Act of 1978.

**DISCLOSURE OF RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS (285.7(a)(6))** If you have arranged to have direct deposits made to your account from the same person or organization, or any transfers made from your account, at least once every 60 days, you may call us at the phone number listed at the end of this disclosure to verify that the transfer was made.

**Passbook Accounts.** If the Direct Deposit was made or if a transfer was made to or from your passbook account, you can bring us your passbook and we will record any electronic transactions that were made to your account since the last time your book was presented.

**Statement Accounts.** If the Direct Deposit was made or if the electronic transfer was made to or from your statement account, the transactions will appear on your monthly statement. (Could be a quarterly statement if there were no transactions for the month).

**DISCLOSURE OF RIGHT TO STOP PAYMENT OF PREAUTHORIZED TRANSFERS, PROCEDURE FOR DOING SO, AND FINANCIAL INSTITUTION'S LIABILITY FOR FAILURE TO STOP PAYMENT (205.7(a),(7), and (8))**

**(a) Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call us at the phone number or write us at the address listed at the end of this disclosure in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

**(b) Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

**(c) Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**CONSUMER LIABILITY FOR UNAUTHORIZED TRANSFERS AND ADVISABILITY OF PROMPT REPORTING (205,7(a)(1))**

If your statement or passbook shows transfers that you did not make, tell us **at once**. If you do **not** tell us within 60 days after the statement was mailed to you, or the transfer was recorded in your passbook, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**TELEPHONE NUMBER AND ADDRESS TO BE NOTIFIED IN EVENT OF UNAUTHORIZED TRANSFER (205.7(a)(2))** If you believe that someone has transferred or may transfer money from your account without your permission, call us at the phone number or write us at the address listed at the end of this disclosure.

**DISCLOSURE OF INSTITUTION'S LIABILITY FOR FAILURE TO MAKE TRANSFERS (205.7(a)(8))** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will **not** be liable, for instance:

- If there are insufficient funds in your account to complete the transaction through no fault of ours.
- If the funds in your account are unavailable.
- If the funds in your account are subject to legal process or other encumbrance restricting the use of the funds.
- If the transaction you request would exceed the funds in your account plus any available overdraft credit.
- If the ATM has insufficient cash to complete the transaction.
- If your card (access device) has been reported lost or stolen and you are using the reported card.
- If we have reason to believe that the transaction requested is unauthorized.
- If the failure is due to an equipment breakdown which you knew about when you started the transaction at the ATM.
- If the failure was caused by an act of God, fire or other catastrophe, or by an electrical or computer failure or by another cause beyond our control.
- If you attempt to complete a transaction at an ATM which is not a permissible transaction listed above.
- If the transaction would exceed security limitations on the use of your ATM card.

In any case, we shall only be liable for actual proven damages if the failure to make the transaction resulted from a bona fide error despite our procedures to avoid such errors.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS (205.7(a)(10))** Call us at the phone number or write us at the address listed at the end of this disclosure as soon as you can, if you think your statement, receipt or passbook is wrong or if you need more information about a transfer listed on the statement, receipt or passbook. If the problem or error is with a Statement Account, we must hear from you no later than 60 days after we sent the FIRST statement on which the problem or the error appeared. If the problem or error is with a Passbook Account, we must hear from you no later than 60 days after we record the transaction in your passbook.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will tell you the results of our investigation within 10 business days (20 business days if the transfer involved a point of sale transaction or a foreign initiated transfer) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a point of sale transaction or a foreign initiated transfer) to investigate your complaint or question. If we decide to do this, we will recredit your account within 10 business days (20 business days if the transfer involved a point of sale transaction or a foreign initiated transfer) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not recredit your account.

If we decide that there was no error, we will send you written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

**YOUR ABILITY TO WITHDRAW FUNDS**  
at  
**UNITED AMERICAN SAVINGS BANK**  
Pittsburgh, Pennsylvania

This Funds Availability Schedule Disclosure applies to "TBANS-ACTION ACCOUNTS" only. Transaction accounts, in general, are accounts which allow an unlimited number of payments to third persons and an unlimited number of telephone and pro-authorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. **This Policy does not apply to Savings Accounts.** Feel free to ask us whether any of your accounts might fall under this policy.

Our policy is to delay the availability of funds that you deposit in your account. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written,

**DETERMINING THE AVAILABILITY OF A DEPOSIT**

The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit on a day we are not open, we will consider that the deposit was made on the next business day we are open.

The length of the delay varies depending on the type of deposit and is explained below.

**Same-day availability**

Funds from electronic direct deposits to your account will be available on the day we receive the deposit.

**Next-day availability**

Funds from the following deposits are available on the first business day after the day of your deposit:

U.S. Treasury checks that are payable to you.

Wire transfers.

Checks drawn on United American Savings Bank.

If you make the deposit in person to one of our employees, funds from the following deposits are also available on the first business day after the day of your deposit:

Cash.

State and local government checks that are payable to you.

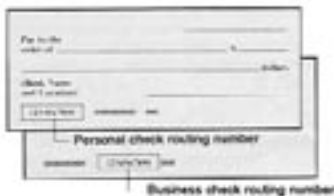
Cashier's, certified, teller's and payroll checks that are payable to you.

Federal Reserve Bank checks, Federal Home Loan Bank checks, and U.S. Postal Service Money Orders, if these items are payable to you.

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second business day after the day of your deposit.

**Other check deposits**

The delay for other check deposits depends on whether the check is a local or a nonlocal check. To determine whether a check is a local or a nonlocal check, look at the routing number on the check:



If the first four digits of the routing number (1234 in the examples above) are 0430, 0432, 0433, 0434, 2430, 2432, 2433, or 2434 then the check is a local check. Otherwise, the check is a nonlocal check. Some checks are marked "payable through" and have a four or nine-digit number nearby. For these checks, use the four-digit number (or the first four digits of the nine-digit number), not the routing number on the bottom of the check, to determine if these checks are local or nonlocal. Our policy is to make funds from local and nonlocal checks available as follows:

1. *Local checks.* The first \$100 from a deposit of local checks will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit.

For example, if you deposit a local check of \$700 on a Monday, \$100 of the deposit is available on Tuesday. The remaining \$600 is available on Wednesday.

2. *Nonlocal checks.* The first \$100 from a deposit of nonlocal checks will be available on the first business day after the day of your deposit. The remaining funds will be available on the fifth business day after the day of your deposit.

For example, if you deposit a \$700 nonlocal check on a Monday, \$100 of the deposit is available on Tuesday. The remaining \$600 is available on Monday of the following week.

If you deposit both categories of checks, \$100 from the checks will be available on the first business day after the day of your deposit, not \$100 from each category of check.

### **Longer delays may apply**

Funds you deposit whether by local or nonlocal check, may be delayed for a longer period under the following circumstances:

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$5,000 on any one day.

You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.

There is an emergency, such as failure of communications or computer equipment, a suspension of payments by another financial institution, a war or an emergency condition beyond our control.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit for local checks and the tenth business day for nonlocal checks.

### **SPECIAL RULES FOR NEW ACCOUNTS**

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash wire transfers, and the first \$5,000 of a day's total deposits of U.S. Treasury checks, U.S. Postal Service Money Orders, Federal Reserve or Federal Home Loan Bank checks, cashier's, certified, teller's, traveler's, and federal state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the eighth business day after the day of your deposit. If your deposit of these Checks other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the seventh business day (local checks) and tenth business day (nonlocal checks) after the day of your deposit.

### **DEPOSITOR'S LIABILITY**

Please note that even if funds have been made available to you and you have withdrawn them, you are still responsible for problems with your deposits, such as checks that were deposited being returned unpaid.



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