

# St. Johns Bank Overdraft Protection Application

Revision Date:  
07/29/2010

I am applying for:

- Single Applicant  
 Joint Applicant

*If you answer no to either of the following questions, please complete separate applications.*

Do you combine your incomes to pay all your creditors?

Yes  No

Will you combine your incomes to repay this loan?

Yes  No

*You can request a credit line of \$500 - \$2,500.*

**My SJBT Checking Account Number is:** \_\_\_\_\_

Please issue me a Checking Credit Line of: \$ \_\_\_\_\_

Please increase my Checking Credit Line to: \$ \_\_\_\_\_

## About Yourself

Full Name (first, middle, last, Jr., Sr., II, etc): \_\_\_\_\_

Present Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ How Long (years and months)? \_\_\_\_\_

Former Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ How Long (years and months)? \_\_\_\_\_

## About Your Employment

Employer: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address (city, state): \_\_\_\_\_ Position or title: \_\_\_\_\_

Length of employment (years and months): \_\_\_\_\_

Previous employer: \_\_\_\_\_ Length of employment: \_\_\_\_\_

Alimony, child support, or separate maintenance income does not have to be reported unless you want us to consider it as a basis for repaying this obligation.

Monthly gross wages (excluding overtime):	\$ _____
Other income per month (overtime, commissions, etc) Source: _____	+\$ _____
<b>Total monthly income:</b>	= \$ _____

## About Your Finances

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

Account Types:  checking  savings  other Total balance \$ \_\_\_\_\_

Residency:  own?  rent? Market value of home \$ \_\_\_\_\_

Monthly house payment or rent (including property taxes) \$ \_\_\_\_\_

Have you personally been involved in a bankruptcy within the past ten years?  If, yes when \_\_\_\_\_  
 No

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## About Your Joint Applicant (only if applying for a joint account)

Name of joint applicant (first, middle, last, Jr., Sr., II, etc): \_\_\_\_\_

Present Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ How long (years and months)? \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Birth Date \_\_\_\_\_

Telephone: \_\_\_\_\_

Employer (city, state): \_\_\_\_\_ Position or title: \_\_\_\_\_

Length of employment (years and months): \_\_\_\_\_ Telephone: \_\_\_\_\_

Monthly gross wages \$ \_\_\_\_\_

## Your Signature and Acceptance of Account Terms & Conditions and Billing Rights:

The above statements are submitted for the purpose of obtaining credit and are certified to be true and correct. I (we) agree that usual credit inquiries may be made to verify statements. I (we) agree that this application shall remain the property of the bank whether the account is granted or not. If this application is accepted, the applicant(s) will be deemed to be in agreement with all the terms and conditions contained in the Overdraft Protection checking line of agreement, and any further amendments to said agreement. Applicants and co-applicants hereby jointly and severally assume responsibility to repay all amounts of money advanced hereunder, and all applicable finance charges. By signing below, I (we) acknowledge receipt of the *Overdraft Protection Account Terms and Conditions* and the *Billing Rights* contained in this agreement.

\_\_\_\_\_  
Applicant Signature Date

\_\_\_\_\_  
Co-Applicant Signature Date

### BRANCH USE ONLY

Amount approved \$ \_\_\_\_\_ Referral Number \_\_\_\_\_ Authorizer initials \_\_\_\_\_

Contract Date \_\_\_\_\_ Reference Number \_\_\_\_\_

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## *Your Billing Rights*

### **Keep this Notice for Future Use**

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

### **What To Do If You Find A Mistake On Your Statement**

If you think there is an error on your statement, write to us at the address below.

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar Amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

### **What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

### **Send Inquiries To:**

St. Johns Bank & Trust Company  
8924 St. Charles Rock Road  
St. Louis, Missouri 63114

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## *Account Terms and Conditions*

### **Introduction**

The Overdraft Protection Checking Line ("Agreement") governs your line of credit (the "Overdraft Protection Line" or the "Credit Line Account") issued through St. Johns Bank & Trust Company. In this agreement, the words "Borrower(s)", "you", "your", and "applicant(s)" mean each and every person who signs this Agreement, including all Borrowers named on the application. The words "we", "us", "our", "lender", and "bank", mean St. Johns Bank & Trust Company. You agree to the following terms and conditions:

### **Promise To Pay**

You promise to pay St. Johns Bank & Trust Company on demand the total of all credit advances and interest charges, together with all costs and expenses for which you are responsible under this Agreement. You will pay your Credit Line in U.S. dollars according to the payment terms set forth below. If there is more than one Borrower, each Applicant is jointly and severally liable for the entire amount due and any collection cost whether or not that Applicant borrowed the money or is responsible for the collection cost. This means we can require any one of you to pay all amounts due under this Agreement, including credit advances made to any of you. Each Borrower authorizes any other Borrower, on his or her signature alone, to cancel the Credit Line, to request and receive credit advances, and to do all other things necessary to carry out the terms of this Agreement. We can release any of you from responsibility under this Agreement, and the others will remain responsible.

### **Using Your Account**

You are authorized to make advances from your Overdraft Protection Account up to your credit limit to cover any overdrafts in the checking account you have designated on the application. You understand we will credit the overdrawn checking account with as many \$100 advances as are necessary to cover the overdraft. Advances can not be made to make a payment on another loan.

All advances will be charged to your Account. You understand that we may refuse you any further credit if your maximum credit is used up or would be exceeded if the check is honored. We will send you a statement each month which shows all your Account transactions, the amount of your payment and when it is due, and the amount of credit you still have available.

### **Interest Charge**

You agree to pay an interest charge on all Account advances, including advances in excess of your maximum credit limit, which we will figure by applying a periodic rate of **1-1/2%** per month (which equals an ANNUAL PERCENTAGE RATE OF **18%** and **daily periodic rate of 0.04932%**) on the daily balance due on the account. The "daily balance" is figured this way:

1. Start with the beginning balance of your account each day.
2. Add any new advances/fees and subtract any unpaid interest or other finance charges and any payments or credits. This gives you the daily balance.
3. Interest charges will be included in the new balance you owe at the end of the statement period.

### **Installments**

If your minimum payment amount is not paid within 24 days of your statement date, the payment will automatically be deducted from your checking account. You agree to make a minimum payment on the Account equal to either 1/36th of the new balance shown on the current statement (figured to the nearest whole dollar) or \$25, whichever is greater. If your new balance is under \$25, the amount you pay will be the amount shown as your balance. Each payment will be applied first to the interest charge. You may make larger payments or other payments at any time, but your subsequent payments will not be excused unless the new balance is zero. All payments will, however, reduce the interest charge by reducing your average daily balance.

### **Default and Right To Demand Payments**

You will be in default if you do not pay an installment by the payment due date shown on your statement. If either of you dies, is determined by a court to be incompetent, files bankruptcy, or has any change in financial condition which we reasonably believe is a serious change, we can refuse to make any more advances to you. At this point, the entire unpaid balance in your Account shall become immediately due and payable at our choice and without notice or demand

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upon you. If we have to sue for what you owe, you will pay reasonable attorney's fees plus court costs to the extent permitted by law. You agree that all funds that are now or in the future on deposit with you will be used by you to secure payment of your obligations under the Agreement. We can delay using any of our rights under the Agreement without losing them.

## **Late Charges**

In addition to our rights upon default, your payment will be late if it is not received by us within 15 days of the "Payment Due Date" shown on your periodic statement. If your payment is late, we may charge you 5.000% of the payment or \$15.00, whichever is less.

## **Terminations**

Should you fail to make payments when due, or default in performance of any other obligation to the Bank or any third party, die, become insolvent, or commit an act of bankruptcy or suffer a material adverse change of financial condition, or if any statement or representation made for the purpose of obtaining credit hereunder shall prove to be untrue, false or misleading in any material respect, the Bank, in addition to having all of the rights and remedies provided by law, shall have the right, without notice or demand to you, to terminate or suspend the agreement, and will consider all sums then unpaid by you to be immediately due and payable in full. The Bank shall have the right to apply any balance outstanding to the credit of any of your accounts at the Bank as an offset to any indebtedness of yours to the Bank hereunder in the event of default as herein specified.

The Bank may terminate the credit available hereunder as to future advances at any time by notice to you, or any of you if more than one; such notice shall be effective when received, provided however such notice shall be effective, even though not received, twenty-four (24) hours after the Bank shall have deposited written notice in the United States Mail, postage prepaid, addressed to you, or any of you if more than one, at the address shown on the records of the Bank. The borrower(s), or any of them if more than one, may terminate the credit available hereunder as to future advances at any time by notice to the Bank; such notice shall be effective when received by the Loan Dept. of the Bank. Such termination shall not affect the rights of the Bank or the obligation of the borrower(s) with respect to amounts then outstanding hereunder.