

**Wings Financial Credit Union**

14985 Glazier Avenue, Suite 100

Apple Valley, MN 55124-6539

1-888-692-5626

www.wingsfinancial.com

**NOTICE TO GUARANTOR AND  
GUARANTY AGREEMENT**

BORROWER'S NAME AND ADDRESS	GUARANTOR'S NAME AND ADDRESS	MEMBER NUMBER
CO-BORROWER'S NAME AND ADDRESS	CO-GUARANTOR'S NAME AND ADDRESS	LOAN NUMBER

**NOTICE TO GUARANTOR - PLEASE READ BEFORE SIGNING**

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount. The creditor can collect this debt from you without first trying to collect from the borrower.

The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages\*, etc. If this debt is ever in default, that fact may become part of your credit record.

This Notice is not the contract that makes you liable for the debt. You will only be liable if you sign the Guaranty Agreement below.

**\*Texas residents: Under Texas Constitution Article XVI, §28, we cannot garnish your wages in order to collect on this debt.**

**GUARANTY AGREEMENT**

To induce Wings Financial Credit Union ("Credit Union" or "us" or "we") to extend credit to the above named Borrower(s), you ("the Guarantor(s)"), jointly and severally, guarantee prompt and full payment upon default for the debt described by the Loan Number above, including principal and interest and all late fees or other charges owing on such debt in accordance with the loan documents, and any costs of collection, and to the extent allowed by applicable state law, reasonable attorney's fees. If the loan described above is a Balloon Loan as set forth in the loan documents, Guarantor(s) acknowledge and agree to pay the large lump-sum payment if Borrower fails to do so and otherwise defaults. We can enforce this Agreement against your heirs and legal representatives. We can release or settle with any of the guarantors at any time without affecting the liability of the others.

**Credit Union's Rights.** We may sue you for payment of the Debt if Borrower is in default and you do not pay the amount(s) you have guaranteed. We can also use any collection method against you as we could against the Borrower.

**Security Interest & Pledge of Shares.** You pledge and grant a security interest in all shares and/or deposits in any of your joint and individual accounts at the Credit Union as security for your guaranty. We have the right to apply your shares and/or deposits towards the amount owed if Borrower is in default. Shares and/or deposits in an IRA, Keogh Plan, or other account that may lose special tax status as a result of such a pledge shall not be subject to any right of setoff or pledge.

**No Notice Required:** We do not have to give you notice of any event, including: (1) the borrower's failure to pay any amount due, (2) any action taken by us with respect to property given by Borrower as security for the debt, (3) any new debts the Borrower incurs with us, or (4) any renewal, extension or substitution of any of the Borrower's debts.

**No Waiver of Rights:** The Credit Union can delay enforcing any of its rights without losing them.

By signing below as Guarantor, you agree to be bound jointly and severally.

GUARANTOR'S SIGNATURE <b>X</b>	DATE	CO-GUARANTOR'S SIGNATURE <b>X</b>	DATE
-----------------------------------	------	--------------------------------------	------

**Arizona Marital Community Property Joinder (applies to Arizona guarantors only):** The spouse of the above-named Guarantor ("Spouse") hereby joins in the execution of this Guaranty Agreement in order to bind the marital community property of Spouse and Guarantor under Arizona stat. § 25-214. Spouse acknowledges receipt of the Notice to Guarantor.

\_\_\_\_\_  
Name of Spouse

**X**\_\_\_\_\_  
Signature of Spouse                      Date