

# PAL ReFi Loan

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## Why refinance?

The advantages of refinancing your education loans with SC Student Loan are\*:

- The convenience and ease of having one monthly payment to one lender;
- A fixed interest rate for the life of the loan;
- The possibility of a lower monthly payment depending on the amount and interest rates of the loans you refinance;
- A quarter of a percent reduction in your fixed annual interest rate if you sign up for automatic bank draft; and
- Outstanding local service.

## What are the eligibility requirements?

An applicant for a PAL ReFi must:

- Be in a grace period or post-enrollment repayment status and in good standing on all education loans being refinanced.
- Be a U.S. Citizen, national or permanent resident of the U.S.
- Be employed (see Borrower Instructions).
- Be creditworthy.
- Be a SC resident.
- Not be incarcerated.
- Include at least one external eligible education loan not currently held by SCSL.  
(Federal and Private loans are eligible to be refinanced, however, be aware that benefits associated with these loans will no longer apply.)
- Be the named borrower on the loans being refinanced (i.e., not the cosigner).
- Have a minimum of \$10,000 and a maximum of \$150,000 in loans (includes all outstanding PAL loans for the borrower).

An applicant for a PAL ReFi may:

- Utilize a cosigner, who is at least 24 years old, if it will strengthen your application.  
Cosigner approval is at the sole discretion of SCSL.  
Applications including a cosigner may not be submitted electronically. Go to [www.PALReFi.org](http://www.PALReFi.org) to download and print the PAL ReFi Application/Promissory Note, Cosigner Addendum, and Notice to Cosigner.

## Which loans can be refinanced?

Any federal PLUS loan and/or other federal or private student loan except for Perkins Loans and those loans used for the Bar Exam, like SC Student Loan's former PAL Law PREP, or loans used for medical residency and relocation, like SC Student Loan's former PAL R&R.

**Applicants should be aware that any deferment, forbearance or repayment benefits attributable to the loans being refinanced will no longer be applicable to the PAL ReFi Loan.**

## Is there a fee for refinancing?

SCSL charges no fees for refinancing.

## What are the repayment options?

A standard, level repayment plan provides for substantially equal monthly payments based on a maximum term with a minimum \$50 payment. Interest rates vary depending on the length of the loan term.

- PAL ReFi loan balance of less than \$20,000 has a choice of a 5-year or 10-year term.
- PAL ReFi loan balance of \$20,000 or greater has a choice of a 5-year, 10-year, or 15-year term.

There is no penalty for prepaying, so you can pay off your PAL ReFi loan early by making extra payments.

## When is my first monthly payment due?

Within 60 days after the date the PAL ReFi Loan is disbursed.

## What if I need to postpone my monthly payments?

Forbearance may be granted at the sole discretion of SC Student Loan.

## How does the application process work?

- Complete the Application/Promissory Note and send it to SC Student Loan if applying electronically. If you are including a cosigner, you must go to [www.PALReFi.org](http://www.PALReFi.org) to download and print a PAL ReFi Application/Promissory Note, Cosigner Addendum, and Notice to Cosigner.
- We will calculate the estimated payoff of your eligible loans based on the information you provide.
- We will create a new loan for the total of those paid off balances.
- We will issue you an Approval Disclosure containing your new loan information such as the interest rate, the payment amounts, the due date and the number of payments you will make on your new PAL ReFi Loan. You will have up to 30 days to accept the terms of the loan.
- Once accepted, you will be sent a Final Approval Disclosure.
- We will disburse funds to each of the lenders you listed.

## Need help?

South Carolina Student Loan has a staff of student loan experts available if you have any questions. Call 1-800-347-2752, extension 3217.

## Credit Reporting Notification

We may report information about your account to credit reporting agencies. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

\*SC Student Loan reserves the right to alter, suspend, or terminate benefits at any time. Some conditions and/or restrictions may apply to benefit programs. For loans repaid through consolidation with another lender, any credits or rebates given by SC Student Loan will be revoked and added to the principal balance owed.

## Instructions for Completing the PAL ReFi Loan Application

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*Important:* You will need personal income records, other loan records, and address and phone information for your references to complete this application.

- This form should be typed or printed carefully with a pen.
- All items must be completed – leave no blanks; use N/A if an item is not applicable.
- Include requested documentation as required.
- Review to be sure that all information is legible.

### **BORROWER INSTRUCTIONS**

**Item 4 – State of Residency** - Enter your legal state of residency and how long you have been domiciled in that state.

**Item 9 – US Citizenship Status** – Check the appropriate box and provide your Alien Registration Number, if applicable.

**Item 12 – Employment** – Provide complete employment information. Please indicate if you are not employed (i.e. retired or disabled).

**Item 13 – Gross Monthly Income** – Provide copies of supporting documentation of your gross monthly income from all sources (employment, interest income, tips, alimony, etc.) and may include items such as pay stub(s), a letter(s) from your employer(s) listing income, or bank statements. You must provide one (1) month's worth of documentation, and the date on any supporting documentation must be no older than 90 days from the date you sign this application. Write on the documentation how often you receive this income (e.g. "every other week") unless the frequency is clearly indicated on the documentation you provide.

**Item 14 – Repayment Term/Interest Rate** - Check the appropriate box according to the criteria below.

- PAL ReFi loan balance of less than \$20,000 has a choice of a 5-year or 10-year term.
- PAL ReFi loan balance of \$20,000 or greater has a choice of a 5-year, 10-year or 15-year term.

**Item 15 – Loan Information** – List all education loans (federal or private) you want to refinance including any loans you currently have with SCSLC. If needed, you may use the "Additional Loan Listing Sheet for PAL ReFi". Loans in an In-School status (i.e. not yet in a Repayment status), Perkins Loans and loans made for Bar Exam or Residency and Relocation costs are not eligible. Please include the following:

- Lender Name – provide the name of the current loan holder.
- Loan Account Number – provide the account number for each loan.
- Loan Type – private or Federal or the name of the loan (i.e. Federal PLUS or Palmetto Assistance)
- Principal Amount – provide the principal amount of each loan.
- Payoff Amount – if available, provide the current payoff amount. If not available, SCSL will use the loan balance and current interest rate to calculate a future payoff.
- Status - RP = Repayment, FB = Forbearance, DE = Deferment, or G = Grace
- Interest Rate – provide the current interest rate of each loan.

Submit a copy of your most recent statement that includes a payment address for each loan you wish to refinance.

If the amount sent to your loan holder is less than the amount needed to pay off your loan(s), you will be responsible for the remaining balance.

**Item 16 – Borrower Signature and Date** – After completing the application and reading the Promise to Pay, the Promissory Note and Borrower's Certification and Authorization, sign and date the application.

### **Including a Cosigner**

If you wish to include a cosigner with this application, go to [www.PALRefi.org](http://www.PALRefi.org) to download and print the PAL ReFi Application/ Promissory Note, Cosigner Addendum and Notice to Cosigner. You (the borrower) will need to complete the Application/ Promissory Note and your cosigner will need to complete the Cosigner Addendum and Notice to Cosigner. Make sure your cosigner retains a copy of the Addendum and Notice to Cosigner for their records. Mail these documents with your PAL ReFi Application and Promissory Note to SC Student Loan at PO Box 102405, Columbia, SC 29224.

# PAL REFI LOAN APPLICATION AND SOLICITATION DISCLOSURE STATEMENT



PO Box 102405, Columbia, SC 29224  
(800) 347-2752  
www.scstudentloan.org

## Loan Interest Rate & Fees

Your interest rate will be

4.49%	or	5.24%
or		5.99%

### Your Interest Rate (upon approval)

The interest rate you will pay will be determined by the Repayment Term selected by the borrower. A borrower with a PAL ReFi balance less than \$20,000 may elect a 5-year repayment term with a 4.49% interest rate or a 10-year repayment term with a 5.24% interest rate. A borrower with a PAL ReFi balance of \$20,000 - \$150,000 may elect a 5-year repayment term with a 4.49% interest rate, a 10-year repayment term with a 5.24% interest rate, or a 15-year term with a 5.99% interest rate.

### Your Interest Rate during the life of the loan

**Your rate is fixed.** This means that your rate will remain the same for the life of your loan.

### Loan Fees

**Application Fee:** \$0. **Origination Fee:** \$0. **Repayment Fee:** There is no fee charged when you begin repayment. **Late Payment Fee:** If a payment is more than 10 days late 5% of the unpaid amount, not to be less than the minimum or more than the maximum, will be charged. The amounts will increase as allowed by Section 37-1-109, Code of Laws, South Carolina (1976). **Returned Item Charge:** \$25. This fee may periodically increase without notice to you.

### Loan Cost Examples

The total amount you will pay for this loan will depend on the actual amount required to pay off the loans you select for refinancing. These examples provide estimates based upon three (3) different repayment terms that may potentially be available to you, depending on the Total Loan Amount.

Repayment Option	Amount Provided (amount paid to others on your behalf)	Interest Rate (highest possible starting rate)	Loan Term (how long you have to pay off the loan)	Total Paid over 5, 10, or 15 years (includes associated fees)
<b>MAKE FULL PAYMENTS</b> Pay both the principal and interest	\$10,000.00	5.99%	5 years starting <u>after</u> your first payment	\$11,646.22
<b>MAKE FULL PAYMENTS</b> Pay both the principal and interest	\$10,000.00	5.99%	10 years starting <u>after</u> your first payment	\$13,360.12
<b>MAKE FULL PAYMENTS</b> Pay both the principal and interest	\$10,000.00	5.99%	15 years starting <u>after</u> your first payment	\$15,225.11

#### About these examples:

The repayment examples are based on a \$10,000 loan with a 5, 10, or 15 year repayment term. The examples are based on the **highest rate currently charged** and associated fees.

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## Next Steps

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### **To Apply for this Loan, Complete the Application.**

If you are approved for this loan, the loan terms will be available for 30 days (terms will not change during this period, except as permitted by law).

#### REFERENCE NOTES

##### **Interest Rate**

- This loan has a fixed interest rate.
- The rate will not increase for the life of the loan.

##### **Eligibility Criteria**

- You must be the named borrower on the loans being refinanced (i.e., not the cosigner).

##### **Cosigners**

- Note – You may not serve as your own cosigner. A cosigner must be at least 24 years of age, be a U.S. citizen, national or permanent resident, and must be employed or retired to qualify.

**Refer to the Eligibility Requirements found in the Application and Promissory Note supporting documentation ([www.PALReFi.org](http://www.PALReFi.org)) for a complete list of criteria.**

##### **Other Important Information**

- Loan amounts of at least \$10,000 not to exceed \$150,000 depending on credit history;
- Repayment term of 5, 10, or 15 years depending on Total Loan Amount; and
- Refinancing federal loans will result in the loss of deferment, forbearance, repayment, discharge, and forgiveness benefits.

##### **Bankruptcy Limitations**

- If you file for bankruptcy, you may still be required to pay back this loan.

**More information about loan eligibility and repayment forbearance options is available in your loan application and loan agreement.**

(09/2018)

**South Carolina Student Loan**

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW LOAN ACCOUNT:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens a loan account. What this means to you: Your name, address, date of birth, and other information collected on this form will be used to verify your identity. You may also be asked to provide your driver's license or other identifying documents.

**Borrower Information: (Please type or print in ink. Read instructions carefully.)**

<b>1. Reservation ID</b> _____ (if applicable)	<b>2. Social Security Number</b> ____ - ____ - ____	<b>3. Legal Name</b> _____ (Last) (First) (MI)				
<b>4. State of Residency</b> Since (mm/yyyy) _____		<b>5. Permanent Mailing Address</b> Street _____ City _____ State _____ Zip _____				
<b>6. Date of Birth (mm/dd/yyyy)</b> ____ / ____ / ____	<b>7. Driver's License</b> State _____ Number _____	<b>8. Borrower Email Address</b> _____				
<b>9. US Citizenship Status</b> (Check one, and list ID number if applicable) <input type="checkbox"/> US citizen or national <input type="checkbox"/> Permanent Resident <input type="checkbox"/> Neither Alien Registration Number _____		<b>10. Phone</b> Home (     ) _____ Cell (     ) _____				
<b>11. References: You must have two separate references with different US addresses.</b>						
Name _____ Address _____ City/State/Zip _____ Home Phone _____ Relationship _____	Name _____ Address _____ City/State/Zip _____ Home Phone _____ Relationship _____					
<b>12. Employment Information</b> (see instructions) Employer _____ Address _____ City _____ State _____ Zip _____ Telephone (     ) _____		<b>13. Gross Monthly Income</b> (See instructions for supporting documentation requirement) \$ _____				
<b>14. Repayment Term/Interest Rate</b> (select one) <input type="checkbox"/> 5 years / 4.49% <input type="checkbox"/> 10 years / 5.24% <input type="checkbox"/> 15 years / 5.99%						
<b>15. Loan Information</b> - List all education loans you want to refinance, including your loans with SCSLC. Provide a copy of your most recent statement that includes a payment address for each loan you wish to refinance. Perkins Loans and loans made for Bar Exam or Residency & Relocation are not eligible. If needed, you may use the "Additional Loan Listing Sheet for PAL ReFi". See instructions for additional information.						
Lender Name	Loan Account Number	Loan Type	Principal Amt.	Payoff Amt.	Status	Interest Rate
a. _____	_____	_____	_____	_____	_____	_____
b. _____	_____	_____	_____	_____	_____	_____
c. _____	_____	_____	_____	_____	_____	_____
d. _____	_____	_____	_____	_____	_____	_____
e. _____	_____	_____	_____	_____	_____	_____
<b>Promise to Pay:</b> For value received, I promise to pay to the order of the South Carolina Student Loan Corporation (SCSLC) the sum equal to all loan amounts disbursed under the terms and conditions of this Application and Promissory Note together with interest and other charges/fees, which may become due as provided in this Application and Promissory Note. The principal, interest, and charges/fees are due and payable according to the terms and conditions of this Application and Promissory Note. If I fail to make payments on this promissory note when due, SCSLC may demand that I repay this entire loan immediately. I understand that this is a Promissory Note. I will not sign this Application and Promissory Note before reading it, including the writing on the reverse side, even if otherwise advised. I am entitled to an exact copy of the Application and Promissory Note. <b>My signature certifies that I have read, understand, and agree to the terms and conditions of this Application and Promissory Note which appear on both the front and back sides of this form and includes the Borrower Certification and Authorization.</b>						
<b>THIS IS NOT A GRANT. IT IS A PRIVATE LOAN WHICH YOU MUST REPAY.</b>						
<b>16. I have read and agree with the Promissory Note and Borrower's Certification</b>						
_____ Signature of Borrower				_____ Date (mm/dd/yyyy)		
<b>Upon completion, mail the original Application and Promissory Note and supporting documentation to:</b> SC Student Loan, PO Box 102405, Columbia, SC 29224 Telephone: 803-798-0916 or 800-347-2752						

**Important: Please make a copy for your records and for your cosigner, if applicable.**

## **PAL ReFi Loan Application and Promissory Note (continued)**

As used here, "I," "Me" and "My" refer to both the borrower and the cosigner. SCSLC refers to the SC Student Loan Corporation and any successor or assignee.

Approval of this loan is contingent on my meeting SCSLC's credit criteria. I understand SCSLC is not obligated to make any other loan to me. The amount and the initial interest rate for my loan as well as any finance charges will be described to me in a Notice of Loan Disclosure Statement sent when my loan is approved. I understand that SCSLC will transfer the proceeds of this loan to my lender(s) via check or electronically.

### **Definitions**

**Capitalized Interest:** Unpaid accrued interest that is added to the principal balance of the loan.

**Forbearance:** A postponement or reduction of payments during periods when I am experiencing financial difficulty offered at the sole discretion of SCSLC.

**Repayment Period:** The period beginning upon disbursement of the loan.

### **Interest**

Interest on this loan accrues at the Rate defined below. Interest begins to accrue on the date of disbursement and continues to accrue until the principal is paid in full. Interest accrues on the unpaid principal sum to the extent it is disbursed, and on the unpaid accrued interest added to the principal balance at repayment and at the end of any Forbearance Period. Interest is calculated on the basis of 365.25 days in a year. If I do not pay interest to SCSLC prior to the start of the Repayment Period, such interest will be capitalized. If I am granted forbearance and if I choose not to pay accruing interest charges, the principal balance will increase each time SCSLC capitalizes unpaid interest. As a result, I will pay more interest charges over the life of the loan.

The actual interest rate applicable to my loan will be disclosed to me in a disclosure statement.

### **Repayment**

I am obligated to repay the full amount of the loan and accrued interest. This loan enters a Repayment Period upon disbursement of the loan.

I will repay the principal and interest of my loan in periodic installments during the Repayment Period. SCSLC will provide me with a repayment schedule and disclosure statement that identifies my payment amounts and due dates. My repayment schedule may include all of my SC PAL loans.

I agree that SCSLC may grant me a forbearance for purposes of aligning payment dates on my SC PAL loans or to eliminate a delinquency that persists even though I am making scheduled payments. I may repay all or any part of the unpaid balance on my loan at any time without penalty. If I do not specify which loans I am prepaying, SCSLC will determine how to apply the prepayment.

### **Late Payment Fees**

If a payment is more than 10 days late 5% of the unpaid amount, not to be less than the minimum or more than maximum, will be charged. The amounts will increase as allowed by Section 37-1-109, Code of Laws, South Carolina (1976). A \$25.00 fee will be charged to my account if a payment is returned due to insufficient funds or any other reason.

### **Credit Bureau Notification**

Information concerning the amount, disbursement, and repayment of my loan will be reported to one or more national credit bureau organizations.

### **Default**

At the option of SCSLC, this loan may be in default after any notice required by law, and SCSLC will have the right to give me notice that the whole outstanding principal balance, accrued interest, and all other amounts payable to SCSLC are due and payable at once if any of the following occurs:

1. I fail to make any payment to SCSLC when due; or
2. The prospect of payment is impaired; or
3. I fail to notify SCSLC of a change in my name, address, or forbearance eligibility status within 10 days after a change occurs; or
4. I make any false written statement in applying for this loan or at any time thereafter; or
5. I fail to comply with any of the terms of this loan.

If I default, this will be reported to national credit bureau organizations and may significantly and adversely affect my credit history. This may adversely affect my ability to obtain credit in the future. If a judgment is obtained on the loan, the judgment will accrue interest at the judgment rate of interest as allowed by law.

### **Collection Costs**

If I default on the loan, I shall pay to SCSLC, or its agents, reasonable collection fees, court costs and attorney fees, not to exceed 15% of the unpaid debt after default.

### **Loan Discharge**

I acknowledge that this loan is subject to the limitations on dischargeability in bankruptcy contained in the provisions of United States Bankruptcy Code, including, but not limited to, 11 U.S.C. §523. There are no other discharge provisions available.

### **Loan Sale or Transfer**

SCSLC may sell, or otherwise transfer, one or all of my loans without my consent. Should ownership of a loan be transferred, I will be notified of the name, address and telephone number of the new holder if the address to which I make my payments changes. Sale or transfer of my loans to a subsequent holder does not affect my rights and responsibilities.

### **Governing Law and Notices**

The terms of this loan will be interpreted in accordance with South Carolina and federal laws. Any notice required to be given to me will be effective if mailed by first class mail to the latest address I have provided to SCSLC or faxed. Faxed notices are sent to the latest fax number provided to SCSLC. Failure by SCSLC to enforce any term on this Note shall not be a waiver of any right to later enforce that term. No provision of this Note may be modified or waived except in writing. If any provision of this loan is determined to be unenforceable or in violation of law, the remaining provisions shall remain in force.

### **Borrower Certification and Authorization**

**I declare under penalty of perjury that the following is true and correct:**

1. The information I have provided on this PAL ReFi Loan Application and Promissory Note is true, complete, and correct to the best of my knowledge and belief and is made in good faith.
2. I am not now in default on any federal student loan nor am I in default on any loan that I am consolidating.
3. The loans I am requesting to consolidate are in a grace or repayment status (including loans in deferment or forbearance).
4. All of the loans selected for PAL ReFi have been used to finance my education or my child's education.

**I also make the following authorizations and statements of understanding:**

1. I understand that the amount of my PAL ReFi Loan will be based on the estimated payoff amounts of my outstanding eligible loans that I selected for ReFi and may exceed my estimate of such payoff amounts.
2. I understand that I may no longer be eligible for any borrower benefits such as reduced interest rate, deferments, forbearance or discharge provisions applicable to the loans I selected for ReFi.
3. I authorize SCSLC to contact the holders identified on my application to determine the eligibility and/or payoff amounts for the loans I selected for PAL ReFi. I further authorize those holders to release that information.
4. I authorize SCSLC to send the proceeds of my PAL ReFi Loan to each holder of the loans I have identified to pay off the debts.
5. If the amounts my consolidating lender sends to my holders are less than the amounts needed to pay off the balances of the loans selected for PAL ReFi, I will be responsible for the remaining balance.
6. I authorize the lender or their agents to contact me regarding my loan(s) at the telephone number I have provided or which I provide in the future, even if that number is a cellular telephone number. I understand that automated telephone dialing equipment or an artificial pre-recorded voice message may be used.
7. I authorize SCSLC, or its agents, to investigate my credit record and report information concerning my loan status to persons and organizations permitted by law to receive such information.
8. I authorize the release of information pertinent to this loan, if applicable: (a) by the school(s), the lender, or their agents; (b) to the references on this loan; and (c) to members of my immediate family unless I submit written directions otherwise.
9. I understand that I am required to notify SCSLC (or any subsequent holder of my loans), in writing, if any of the following events occur before the loan is repaid: (a) I change my address; (b) I change my name (e.g., maiden to married); or (c) I change my employer or my employer's address changes.





**South Carolina Student Loan**

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW LOAN ACCOUNT:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens a loan account. What this means to you: Your name, address, date of birth, and other information collected on this form will be used to verify your identity. You will also be asked to provide your driver's license or other identifying documents.

**Cosigner Information: (Please type or print in ink.)**

<b>1. Social Security Number</b>	<b>2. Legal Name</b>  (Last) _____ (First) _____ (MI) _____
<b>3. Permanent Mailing Address</b> Street _____ City _____ State _____ Zip _____	
<b>4. Date of Birth (mm/dd/yyyy)</b> _____	
<b>5. Driver's License</b> State _____ Number _____ <small>(Photocopy Required)</small>	<b>6. Email</b> _____
<b>7. U.S. Citizenship Status (Check one, and list ID number if applicable)</b> <input type="checkbox"/> U.S. citizen or national <input type="checkbox"/> Neither <input type="checkbox"/> Permanent Resident      Alien Registration Number _____	
<b>8. Home Phone</b> (      ) _____ <b>Cell Phone</b> (      ) _____	

**9. References: You must have two separate references with different U.S. addresses.**

Name _____	Name _____
Address _____	Address _____
City/State/Zip _____	City/State/Zip _____
Home Phone _____	Home Phone _____

<b>10. Employment Information</b> (Cosigners must be employed to qualify) Employer _____ Address _____ City _____ State _____ Zip _____ Telephone _____	<b>11. Gross Monthly Income</b> \$ _____
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**Borrower Information: (Please type or print in ink.)**

<b>12. Social Security Number</b>	<b>13. Legal Name</b>  (Last) _____ (First) _____ (MI) _____
<b>14. PAL ReFi Cosigned Loan Amount</b> (The cosigned loan amount will equal the payoff of all loans being refinanced by the borrower and will be disclosed to the cosigner at approval.)	

Although I will not personally receive any loan proceeds, I promise to pay the full amount of this debt, including unpaid principal, accrued interest, late fees, and/or collection costs if, upon demand by the lender/holder of the PAL ReFi Loan Promissory Note executed by the borrower, the borrower fails to repay the debt.

I understand that the lender/holder can use the same collection methods against me that can be used against the borrower. I also understand that the lender/holder, subject to any required cure notices, need not notify me of (1) failure by the borrower to pay any amount due, (2) any sale or other action relating to this loan, (3) acceptance of this guaranty, or (4) any renewal or extension of the borrower's debt. I understand that if this debt is ever in default, that fact will become part of my credit record.

I understand that this is an Addendum to the PAL ReFi Loan Promissory Note. I will not sign this Addendum before reading it and the SC PAL Promissory Note on the back of this form, even if I am advised not to read these documents. My signature certifies I have read, understand, and agree to the terms and conditions on this Addendum and the Application and Promissory Note, as applicable.

I certify that the information contained on this Addendum is true and accurate.

**I authorize the lender, or its agent, at any time until the note is paid in full, to investigate my credit record and report information concerning my credit to the proper persons and organizations.**

**15. I UNDERSTAND THIS IS A LOAN THAT I MUST REPAY IF THE BORROWER BECOMES DELINQUENT OF DOES NOT PAY AS AGREED. I HAVE RECEIVED A COPY OF THIS NOTE FROM THE BORROWER.**

\_\_\_\_\_  
Signature of Cosigner      \_\_\_\_\_  
Date (mm/dd/yyyy)

On the reverse side of this Cosigner Addendum is the writing setting forth the terms of the Debtor's agreement, which is guaranteed by the cosigner. By signing this Addendum to the PAL ReFi Loan Promissory Note, the cosigner agrees to abide by the terms and conditions of the Promissory Note, as applicable, in the event the borrower does not repay the loan.

**Upon completion, mail this form and the Notice to Cosigner form to:  
SC Student Loan, PO Box 102405, Columbia, SC 29224.**



## **PAL ReFi Loan Application and Promissory Note (continued)**

As used here, "I," "Me" and "My" refer to both the borrower and the cosigner. SCSLC refers to the SC Student Loan Corporation and any successor or assignee.

Approval of this loan is contingent on my meeting SCSLC's credit criteria. I understand SCSLC is not obligated to make any other loan to me. The amount and the initial interest rate for my loan as well as any finance charges will be described to me in a Notice of Loan Disclosure Statement sent when my loan is approved. I understand that SCSLC will transfer the proceeds of this loan to my lender(s) via check or electronically.

### **Definitions**

**Capitalized Interest:** Unpaid accrued interest that is added to the principal balance of the loan.

**Forbearance:** A postponement or reduction of payments during periods when I am experiencing financial difficulty offered at the sole discretion of SCSLC.

**Repayment Period:** The period beginning upon disbursement of the loan.

### **Interest**

Interest on this loan accrues at the Rate defined below. Interest begins to accrue on the date of disbursement and continues to accrue until the principal is paid in full. Interest accrues on the unpaid principal sum to the extent it is disbursed, and on the unpaid accrued interest added to the principal balance at repayment and at the end of any Forbearance Period. Interest is calculated on the basis of 365.25 days in a year. If I do not pay interest to SCSLC prior to the start of the Repayment Period, such interest will be capitalized. If I am granted forbearance and if I choose not to pay accruing interest charges, the principal balance will increase each time SCSLC capitalizes unpaid interest. As a result, I will pay more interest charges over the life of the loan.

The actual interest rate applicable to my loan will be disclosed to me in a disclosure statement.

### **Repayment**

I am obligated to repay the full amount of the loan and accrued interest. This loan enters a Repayment Period upon disbursement of the loan.

I will repay the principal and interest of my loan in periodic installments during the Repayment Period. SCSLC will provide me with a repayment schedule and disclosure statement that identifies my payment amounts and due dates. My repayment schedule may include all of my SC PAL loans.

I agree that SCSLC may grant me a forbearance for purposes of aligning payment dates on my SC PAL loans or to eliminate a delinquency that persists even though I am making scheduled payments. I may repay all or any part of the unpaid balance on my loan at any time without penalty. If I do not specify which loans I am prepaying, SCSLC will determine how to apply the prepayment.

### **Late Payment Fees**

If a payment is more than 10 days late 5% of the unpaid amount, not to be less than the minimum or more than the maximum, will be charged. The amounts will increase as allowed by Section 37-1-109, Code of Laws, South Carolina (1976). A \$25.00 fee will be charged to my account if a payment is returned due to insufficient funds or any other reason.

### **Credit Bureau Notification**

Information concerning the amount, disbursement, and repayment of my loan will be reported to one or more national credit bureau organizations.

### **Default**

At the option of SCSLC, this loan may be in default after any notice required by law, and SCSLC will have the right to give me notice that the whole outstanding principal balance, accrued interest, and all other amounts payable to SCSLC are due and payable at once if any of the following occurs:

1. I fail to make any payment to SCSLC when due; or
2. The prospect of payment is impaired; or
3. I fail to notify SCSLC of a change in my name, address, or forbearance eligibility status within 10 days after a change occurs; or
4. I make any false written statement in applying for this loan or at any time thereafter; or
5. I fail to comply with any of the terms of this loan.

If I default, this will be reported to national credit bureau organizations and may significantly and adversely affect my credit history. This may adversely affect my ability to obtain credit in the future. If a judgment is obtained on the loan, the judgment will accrue interest at the judgment rate of interest as allowed by law.

### **Collection Costs**

If I default on the loan, I shall pay to SCSLC, or its agents, reasonable collection fees, court costs and attorney fees, not to exceed 15% of the unpaid debt after default.

### **Loan Discharge**

I acknowledge that this loan is subject to the limitations on dischargeability in bankruptcy contained in the provisions of United States Bankruptcy Code, including, but not limited to, 11 U.S.C. §523. There are no other discharge provisions available.

### **Loan Sale or Transfer**

SCSLC may sell, or otherwise transfer, one or all of my loans without my consent. Should ownership of a loan be transferred, I will be notified of the name, address and telephone number of the new holder if the address to which I make my payments changes. Sale or transfer of my loans to a subsequent holder does not affect my rights and responsibilities.

### **Governing Law and Notices**

The terms of this loan will be interpreted in accordance with South Carolina and federal laws. Any notice required to be given to me will be effective if mailed by first class mail to the latest address I have provided to SCSLC or faxed. Faxed notices are sent to the latest fax number provided to SCSLC. Failure by SCSLC to enforce any term on this Note shall not be a waiver of any right to later enforce that term. No provision of this Note may be modified or waived except in writing. If any provision of this loan is determined to be unenforceable or in violation of law, the remaining provisions shall remain in force.

### **Borrower Certification and Authorization**

**I declare under penalty of perjury that the following is true and correct:**

1. The information I have provided on this PAL ReFi Loan Application and Promissory Note is true, complete, and correct to the best of my knowledge and belief and is made in good faith.
2. I am not now in default on any federal student loan nor am I in default on any loan that I am consolidating.
3. The loans I am requesting to consolidate are in a grace or repayment status (including loans in deferment or forbearance).
4. All of the loans selected for PAL ReFi have been used to finance my education or my child's education.

**I also make the following authorizations and statements of understanding:**

1. I understand that the amount of my PAL ReFi Loan will be based on the estimated payoff amounts of my outstanding eligible loans that I selected for ReFi and may exceed my estimate of such payoff amounts.
2. I understand that I may no longer be eligible for any borrower benefits such as reduced interest rate, deferments, forbearance or discharge provisions applicable to the loans I selected for ReFi.
3. I authorize SCSLC to contact the holders identified on my application to determine the eligibility and/or payoff amounts for the loans I selected for PAL ReFi. I further authorize those holders to release that information.
4. I authorize SCSLC to send the proceeds of my PAL ReFi Loan to each holder of the loans I have identified to pay off the debts.
5. If the amounts my consolidating lender sends to my holders are less than the amounts needed to pay off the balances of the loans selected for PAL ReFi, I will be responsible for the remaining balance.
6. I authorize the lender or their agents to contact me regarding my loan(s) at the telephone number I have provided or which I provide in the future, even if that number is a cellular telephone number. I understand that automated telephone dialing equipment or an artificial pre-recorded voice message may be used.
7. I authorize SCSLC, or its agents, to investigate my credit record and report information concerning my loan status to persons and organizations permitted by law to receive such information.
8. I authorize the release of information pertinent to this loan, if applicable: (a) by the school(s), the lender, or their agents; (b) to the references on this loan; and (c) to members of my immediate family unless I submit written directions otherwise.
9. I understand that I am required to notify SCSLC (or any subsequent holder of my loans), in writing, if any of the following events occur before the loan is repaid: (a) I change my address; (b) I change my name (e.g., maiden to married); or (c) I change my employer or my employer's address changes.

## Notice to Cosigner

You agree to pay the debt identified below although you may not personally receive any property, services, or money. You may be sued for payment although the person who receives the property, services, or money is able to pay. This notice is not the contract that obligates you to pay the debt. Read the contract for the exact terms of your obligation.

### IDENTIFICATION OF DEBT YOU MAY HAVE TO PAY

Name of Borrower (Debtor) \_\_\_\_\_

Borrower (Debtor) SSN \_\_\_\_\_

Name of Lender **SC Student Loan Corporation** \_\_\_\_\_

Date (mm/dd/yyyy) \_\_\_\_\_

Kind of Debt **PAL ReFi Loan** \_\_\_\_\_

I have received a copy of this notice.

\_\_\_\_\_  
Date (mm/dd/yyyy)

\_\_\_\_\_  
Cosigner Signature

\_\_\_\_\_  
Print Cosigner Name

\_\_\_\_\_  
Cosigner SSN

Upon completion, mail this form and the Cosigner Addendum to:  
SC Student Loan, PO Box 102405, Columbia, SC 29224.

**Please make a copy for your records**