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VISA CREDIT CARD SECURITY AGREEMENT, PLEDGE, AND ASSIGNMENT OF SHARES AND DEPOSITS ("Pledge") AMENDMENT TO CREDIT CARD AGREEMENT

BORROWER'S NAME	ACCOUNT NUMBER
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CO-BORROWER'S NAME

In this Pledge, "you" "your" and "yours" shall mean the above-named borrower. "We", "us", and "Credit Union" shall mean Arizona Federal Credit Union.

Your Visa Credit Card ("Card") identified above is secured by your Secured Deposit Account. Your Secured Deposit Account ("Account") is the deposit account that you agree to establish or designate at the Credit Union to secure all obligations that you incur in connection with the Card.

The account number of the Secured Deposit Account is: _____.

The following terms and conditions apply:

1. Security Interest. By signing below, you pledge, assign, and grant a security interest in all shares and deposits, including interest, in the Secured Deposit Account whether now or hereafter deposited or accumulated in said account to secure all indebtedness and obligations whether now owing or later incurred under the Card, including, but not limited to, any and all expenses and reasonable attorney's fees that the Credit Union incurs in order to enforce this Pledge or to collect on the Card. We also have a lien on the Secured Deposit Account under applicable law. The granting of this security interest is a condition for the issuance of your Card.

You must maintain in the Secured Deposit Account an amount equal to ____ % of the credit limit of the Card ("Secured Amount").

You may not withdraw amounts from the Secured Deposit Account for as long as there is an available limit and/or balance owed on your Card, or until the Credit Union agrees to release all or part of the pledged amount, if such withdrawal would cause the account balance to fall below the Secured Amount.

2. Cross-Collateralization; Additional Security. You also agree to provide additional security (either of deposits or otherwise) if we so request. In addition, your Card is secured by all other shares you have in any individual or joint account with the Credit union, except for shares in an Individual Retirement Account or in any other account that would lose special tax treatment under state or federal law if given as security. These other shares may be withdrawn unless you are in default under this Pledge or your Credit Card Agreement. Collateral securing other loans you have with the Credit Union may also secure this loan, except that a dwelling and non-purchase-money household goods will never be considered as security for your Card, notwithstanding anything to the contrary in any other agreement.

3. Enforcement of Security Interest. You authorize the Credit Union to apply the balance in your Secured Deposit Account and your other individual or joint share accounts to pay any amounts due on your Card if you should default.

4. Additional Agreements. In addition to this Pledge, you agree to abide by the terms of the Deposit Account/Signature Card, Credit Application, Visa Credit Card Agreement, and any other documents executed by you in connection with the Card ("Additional Agreements"). Those Additional Agreements are hereby incorporated as if fully set forth herein, and this Pledge is hereby incorporated into each of the Additional Agreements as if fully set forth therein.

5. Governing Law. This Pledge shall be governed by the laws of the State of Arizona.

6. Credit Card Agreement. All other provisions of your Credit Card Agreement remain in full force and effect.

7. Military Lending Act. Notwithstanding any provision above, at any time(s) during which the Military Lending Act applies to this account: (a) only shares deposited into the Secured Deposit Account after the card is established will secure this Card, and no other accounts will secure this Card; (b) the "Cross-Collateralization; Additional Security" provision does not apply; and (c) any provision in any agreement or other document provided in connection with your Card that contradicts the Military Lending Act shall have no force or effect.

8. Suspension of electronic services and access to share or deposit accounts. Subject to applicable law, we may suspend some or all electronic services and access to your checking or other account(s) if you become delinquent on any of your credit card or deposit obligations to us or you cause a loss to us. We shall not be liable to you in any regard in connection with such suspension of services.

You grant Arizona Federal and our third-party servicers or agents the right to contact you on your cellular phone(s) when you deem necessary for a service or collection call, and/or for other account-related activity. You grant Arizona Federal and our third-party servicers or agents the right to use a pre-recorded or artificial voice and/or an auto dialer function to reach you on your cell phone.

BORROWER'S SIGNATURE	DATE
X	

CO-BORROWER'S SIGNATURE	DATE
X	