

## GUARANTY

In consideration of the Canton Student Loan Fund (hereinafter referred to as "the Fund") awarding \_\_\_\_\_, (hereinafter referred to as "Borrower") a loan for college or higher education, I/we, \_\_\_\_\_, the legal guardian/parent of said child, (hereinafter referred to as "Guarantor"), hereby agree to the following terms and conditions:

Debt Guaranty. I/we absolutely and unconditionally guarantee to The Fund the payment and performance of each and every debt/loan that Borrower may have now or in the future through The Fund, including the consolidation of previously approved loans, which shall include but not be limited to the principal, accrued interest, and refinancing costs.

Collection. This guaranty may be enforced, without notice to Guarantor, upon a default of the payment terms by the Borrower. Guarantor agrees that if Borrower breaches any promise contained in the loan agreement/note, The Fund may make this agreement and the Borrower's debt immediately due and payable, and use any remedy to collect said debt from Guarantor as provided under state law. Guarantor agrees to pay reasonable attorney fees and expenses incurred by The Fund in enforcing this agreement and collecting said debt.

Term. Guarantor agrees that this Guaranty is absolute and a continuing Guaranty, and will remain in effect until the debt is paid in full. This Guaranty will only be terminated upon the death of the Guarantors. Guarantor understands and agrees that they will remain obligated to pay on this guaranty even if borrower has such obligation discharged in bankruptcy, foreclosure, or otherwise discharged by law.

Applicable Law. This Guaranty is governed by the laws of South Dakota.

Amendment. This Guaranty may only be amended or modified in writing and signed by The Fund and Guarantor.

Severability. If any provision of this Guaranty is unenforceable, the unenforceable provision will be severed and remaining provisions will remain in force and effect.

Waiver. I/we waive presentment, demand, protest, notice of dishonor, and notice of acceptance of this Guaranty. I/we also waive, to

the extent permitted by law, all notices, all defenses and claims that the Borrower could assert, any right to require The Fund to pursue any remedy or seek payment from any other person before seeking payment under this agreement, and all other defenses to the debt, except payment in full. The Fund may without notice to me/us and without my/our consent, enter into agreements with the Borrower from time to time for purposes of creating or continuing the Borrower's debt as allowed by this Guaranty.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Guarantor  
Address

\_\_\_\_\_  
Guarantor  
Address

\_\_\_\_\_  
Phone number

\_\_\_\_\_  
Phone number

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CANTON STUDENT LOAN FUND

By \_\_\_\_\_

Its \_\_\_\_\_

# CANTON STUDENT LOAN FUND

Canton, South Dakota

## APPLICATION FORM

(Application must be filled out completely – both pages)

Name of Applicant \_\_\_\_\_ Date \_\_\_\_\_  
(Please include maiden name if married)

Permanent Mailing Address \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

DOB \_\_\_\_\_ SS # \_\_\_\_\_

Date of Canton High School Graduation \_\_\_\_\_ School You Will Attend \_\_\_\_\_

Course of Study \_\_\_\_\_ Degree \_\_\_\_\_ Anticipated Completion Date \_\_\_\_\_

Future Plans After Completion \_\_\_\_\_

School Term Begins \_\_\_\_\_ Ends \_\_\_\_\_ Estimated Total Cost of School This Year \$ \_\_\_\_\_

Other Financial Assistance From Parents \$ \_\_\_\_\_ Other (please list) \_\_\_\_\_

Amount Requested \$ \_\_\_\_\_ Unpaid Loan Balance to Date \$ \_\_\_\_\_

Do you plan to work during the school year?  Yes  No If yes, please describe \_\_\_\_\_

Parent/Guardian/Spouse \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

Mailing Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_

### TWO CHARACTER REFERENCES (May not be relatives)

Name \_\_\_\_\_ Name \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_





# Private Education Loan Applicant Self-Certification

This space for lender use only

OMB No. 1845-0101  
Form Approved  
Exp. Date 05-31-2018

**Important:** Pursuant to Section 155 of the Higher Education Act of 1965, as amended, (HEA) and to satisfy the requirements of Section 128(e)(3) of the Truth in Lending Act, a lender must obtain a self-certification signed by the applicant before disbursing a private education loan. The school is required on request to provide this form or the required information only for students admitted or enrolled at the school. Throughout this Applicant Self-Certification, "you" and "your" refer to the applicant who is applying for the loan. The applicant and the student may be the same person.

**Instructions:** Before signing, carefully read the entire form, including the definitions and other information on the following page. Submit the signed form to your lender.

## SECTION 1: NOTICES TO APPLICANT

- Free or lower-cost Title IV federal, state, or school student financial aid may be available in place of, or in addition to, a private education loan. To apply for Title IV federal grants, loans and work-study, submit a Free Application for Federal Student Aid (FAFSA) available at [www.fafsa.ed.gov](http://www.fafsa.ed.gov), or by calling 1-800-4-FED-AID, or from the school's financial aid office.
- A private education loan may reduce eligibility for free or lower-cost federal, state, or school student financial aid.
- You are strongly encouraged to pursue the availability of free or lower-cost financial aid with the school's financial aid office.
- The financial information required to complete this form can be obtained from the school's financial aid office. If the lender has provided this information, you should contact your school's financial aid office to verify this information and to discuss your financing options.

## SECTION 2: COST OF ATTENDANCE AND ESTIMATED FINANCIAL ASSISTANCE

If information is not already entered below, obtain the needed information from the school's financial aid office and enter it on the appropriate line. Sign and date where indicated. See Section 5 for definitions of financial aid terms.

- A. Student's cost of attendance for the period of enrollment covered by the loan \$ \_\_\_\_\_
- B. Estimated financial assistance for the period of enrollment covered by the loan \$ \_\_\_\_\_
- C. Difference between amounts A and B \$ \_\_\_\_\_

**WARNING:** If you borrow more than the amount on line C, you risk reducing your eligibility for free or lower-cost federal, state, or school financial aid.

## SECTION 3: APPLICANT INFORMATION

Enter or correct the information below.

Full Name and Address of School \_\_\_\_\_

Applicant Name (last, first, MI) \_\_\_\_\_ Date of Birth (mm/dd/yyyy) \_\_\_\_/\_\_\_\_/\_\_\_\_

Permanent Street Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Area Code / Telephone Number Home ( ) \_\_\_\_\_ Other ( ) \_\_\_\_\_

E-mail Address \_\_\_\_\_

Period of Enrollment Covered by the Loan (mm/dd/yyyy) From \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_

If the student is not the applicant, provide the student's name and date of birth.

Student Name (last, first, MI) \_\_\_\_\_ Student Date of Birth (mm/dd/yyyy) \_\_\_\_/\_\_\_\_/\_\_\_\_

## SECTION 4: APPLICANT SIGNATURE

I certify that I have read and understood the notices in Section 1 and, that to the best of my knowledge, the information provided on this form is true and correct.

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

## **SECTION 5: DEFINITIONS**

**Cost of attendance** is an estimate of tuition and fees, room and board, transportation, and other costs for the period of enrollment covered by the loan, as determined by the school. A student's cost of attendance may be obtained from the school's financial aid office.

**Estimated financial assistance** is all federal, state, institutional (school), private, and other sources of assistance used in determining eligibility for most Title IV student financial aid, including amounts of financial assistance used to replace the expected family contribution. The student's estimated financial assistance is determined by the school and may be obtained from the school's financial aid office.

A **lender** is a private education lender as defined in Section 140 of the Truth in Lending Act and any other person engaged in the business of securing, making, or extending private education loans on behalf of the lender.

A **period of enrollment** is the academic year, academic term (such as semester, trimester, or quarter), or the number of weeks of instructional time for which the applicant is requesting the loan.

A **private education loan** is a loan provided by a private education lender that is not a Title IV loan and that is issued expressly for postsecondary education expenses, regardless of whether the loan is provided through the school that the student attends or directly to the borrower from the private education lender. A private education loan does not include (1) An extension of credit under an open-end consumer credit plan, a reverse mortgage transaction, a residential mortgage transaction, or any other loan that is secured by real property or a dwelling; or (2) An extension of credit in which the school is the lender if the term of the extension of credit is 90 days or less or an interest rate will not be applied to the credit balance and the term of the extension of credit is one year or less, even if the credit is payable in more than four installments.

**Title IV student financial aid** includes the Federal Pell Grant Program, the Federal Supplemental Educational Opportunity Grant (FSEOG) Program, the Federal Work-Study (FWS) Program, the William D. Ford Federal Direct Loan (Direct Loan) Program, the Federal Perkins Loan Program, and the Teacher Education Assistance for College and Higher Education (TEACH) Grant Program. To apply for Title IV federal grants, loans, and work-study, submit a Free Application for Federal Student Aid (FAFSA), which is available at [www.fafsa.gov](http://www.fafsa.gov), by calling 1-800-4-FED-AID, or from the school's financial aid office.

## **SECTION 6: PAPERWORK REDUCTION NOTICE**

**Paperwork Reduction Notice:** According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for this information collection is 1845-0101. The time required to complete this information collection is estimated to average 0.25 hours (15 minutes) per response, including the time to review instructions, search existing data resources, gather and maintain the data needed and complete and review the information collection.

**If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to:** U.S. Department of Education, Washington, DC 20202-4651

**If you have any comments or concerns regarding the status of your individual submission of this form, contact your lender.**