

Deposit agreement

By completing a signature card, Depositor agrees to the terms of this Deposit Agreement. As used in this document, the term “Depositor” refers to any party who establishes an account relationship with the Association and is authorized to make transactions on said account. This Agreement is effective for all savings (includes certificates of deposit), money market, checking and NOW accounts and supercedes all previous agreements.

When the Association receives items for deposit or collection, we act only as collecting agent and assume no responsibility beyond the exercise of due care. Depositor is responsible for items deposited or cashed, regardless of funds availability, until final settlement is made. Depositor will receive provisional credit for funds when received and recorded on the books of the Association. The Association may charge back any item at any time before final payment, whether returned or not, including any item drawn on this Association.

The Association may, at any time, refuse to accept any deposit, or close any account Depositor has with us without prior notice. Any withdrawal that reduces the amount in an account to zero may automatically close the account. The Association is not liable for any check, withdrawal or other order after an account is closed. Any checks presented after your account is closed will be returned unpaid. The Association reserves the right to advise reporting agencies or authorized third parties of accounts closed for misuse.

The Association reserves the right not to pay interest on any deposit which is returned to us unpaid by the financial institution on which it is drawn.

Federal regulations provide that the Association must retain the right to require at least 30 days notice prior to any withdrawal from a savings account, a NOW account or a money market account.

Depositors agree to reimburse the Association for any and all expenses incurred and to compensate such for services performed in connection with any legal proceedings, garnishments, attachments, summons, and requests for reconstruction or reproduction of records pertaining to Depositor’s accounts.

The Association reserves the right to assess reasonable service charges, and Depositors agree to pay such service charges, which are levied from time to time, relative to deposit accounts. Such charges will be made at the then current rate, as provided in schedules which are available upon request.

A specific lien is granted the Association on any funds on deposit, or property under the control of the Association to secure payment of the previously mentioned fees or any debt or obligation owed to the Association by Depositor or for which Depositor is otherwise responsible. The Association may charge Depositor’s account for any debt the Depositor owes us. If this is a joint account, the Association may charge such debt to any or all Depositors on said account.

Individual Account - Depositor understands funds held in this account are Depositor’s sole property and upon Depositor’s death, the funds shall be paid to the legal representatives of Depositor’s estate or to legal heirs subject to applicable laws and pending proper authorization.

Joint Account - If Depositors select a joint account, they agree that all funds, now or in the future, are, and shall be, their joint property and owned by them as joint tenants with right of survivorship, and not as tenants in common. Upon the death of any Depositor, any

balance in said account shall become the absolute property of the survivor(s). The entire account or any part thereof may be withdrawn **or transferred** by any single Depositor on said account. Payments to the survivor(s) are subject to related inheritance and succession taxes, and any other applicable rules and regulations.

Trust/Beneficiary Accounts - All funds now or deposited in the future in this account are the property of the named depositor/trustee(s). Upon the death of the depositor or all trustees, the Association shall, unless otherwise legally directed, pay the balance of said account to the named beneficiaries.

Return of Unpaid Checks - All check withdrawals on your checking, money market or NOW account may be returned by the Association for any reason that checks are normally returned. These include but are not limited to insufficient funds, uncollected funds, or litigation. If the Association decides at its sole discretion to pay a check where we are not required to do so, Depositor understands that the Association can charge a fee for that service.

Electronic Funds Transfers - All electronic deposits, withdrawals, transfers or requests for deposits, withdrawals or transfers by electronic means including through an Automatic Clearing House (ACH), or Automated Teller Machine (ATM) network may be returned by the Association for any reason that such transactions or request for transactions are normally returned. These include but are not limited to insufficient funds, uncollected funds, improper account number, unauthorized transaction or litigation. If the Association decides to accept a transaction where we are not required to do so, Depositor understands that the Association can charge a fee for that service. For further information, see the Electronic Fund Transfers disclosure.

Stop Payments - Depositor may stop payment on a check written on their checking, money market or NOW account provided that the Association is given notice either in writing or by phone. If notice is by phone, you must confirm it in writing within 14 days or the stop payment will be removed. Any written confirmation will be effective for 6 months, and can be renewed in writing for additional 6 month periods. Any notice must include the check number, date, amount, and payee of the check. A stop payment order will not be effective on a check previously certified or paid by us. For Stop Payment requests on electronic fund transfers, see the Electronic Funds Transfer disclosure.

Statements - Depositor will receive a monthly statement on the account unless a passbook is issued. The statement will show transactions and any fees attributed to the account for the stated period. Depositor agrees to promptly examine each statement and to notify the Association within 10 days of its receipt, of any discrepancies including but not limited to forgeries, unauthorized signatures, alterations, or errors. If notice is not received of such discrepancies within the stated time period, Depositor waives all claims against the Association regarding these problems.

Amendments, Notices - The Association may change any of the terms of this agreement at any time without prior notice to the depositor. All notices regarding the account will be sent to you by mail to the address shown on our record or will be posted in the Association. Notices to us should be sent to North Side Federal Savings and Loan Association of Chicago, 5159 North Clark Street, Chicago, Illinois 60640.

Waiver - The Association may change any of these provisions, but the waiver will apply only on that occasion.

Your Ability To Withdraw Funds

This part of the disclosure applies to “transaction” accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of preauthorized transfers to other accounts of yours with us. Checking accounts and NOW accounts, not savings accounts, are common transaction accounts and are covered by this section. Feel free to ask us about the availability schedule on any of your other accounts.

Our policy is to delay the availability of funds that you deposit in your account. During the delay, you may not withdraw the funds in cash, and we will not use the funds to pay checks that you have written.

Determining The Availability Of A Deposit - The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and Federal holidays. If you make a deposit before 2:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 2:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

The length of the delay varies depending on the type of deposit and is explained below.

Same-Day Availability - Funds from electronic direct deposits to your account will be available on the day we receive the deposit.

Next-Day Availability - Funds from the following deposits are available on the first business day after the day of your deposit:

- U.S. Treasury Checks that are payable to you
- wire transfers, upon written confirmation
- checks drawn on North Side Federal Savings

If you make the deposit in person to one of our employees, funds from the following deposits are also available on the first business day after the day of your deposit:

- state and local government checks that are payable to you, if you use a special deposit slip available from a teller’s window
- cashier’s, certified, and teller’s checks that are payable to you, if you use a special deposit slip available from a teller’s window
- Federal Reserve Bank checks, Federal Home Loan Bank Checks, and postal money orders, if these items are payable to you

If you do not make your deposit to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second business day after the day of your deposit.

Deposits At Automated Teller Machines - Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the day of your deposit. This rule does not apply at ATMs we own or operate. The Association owns and operates an ATM machine at 5159 N. Clark Street, Chicago, Illinois 60640.

Other Check Deposits - The delay for other check deposits depends on whether the check is a local or a nonlocal check.

Personal check

Pay to the order of _____ \$ _____
dollars
(Bank Name and Location) _____
123456789 0000000000 000
Routing Number

Business check

Pay to the order of _____ \$ _____
dollars
(Bank Name and Location) _____
00000000 123456789 0000000000 000
Routing Number

To see whether a check is a local or nonlocal check, look at the routing number on the check. If the first four digits of the routing number are 0710, 0711, 0712, 0719, 2710, 2711, 2712 or 2719, then the check is a local check. Otherwise, the check is a nonlocal check. Some checks are marked “payable through” and have a four- or nine-digit number nearby. For these checks, use the four-digit number (or the first four digits of the nine-digit number), not the routing number on the bottom of the check, to determine if these checks are local or nonlocal. Our policy is to make funds from local and nonlocal checks available as follows:

Local Checks - The first \$100 from a deposit of local checks will be available on the first business day after the day of your deposit to pay checks you have written to others. All of the remaining funds will be available on the second business day after the day of your deposit to pay checks you have written to others.

The first \$100 will also be available for withdrawal in cash on the first business day after the day of your deposit. An additional \$400 of the deposit may be withdrawn in cash at or after 5:00 p.m. on the second business day after the day of your deposit. All of the remaining funds will be available for cash withdrawal on the third business day after the day of your deposit.

For example, if you deposit a local check of \$700 on a Monday, \$100 of the deposit is available on Tuesday to pay checks to others and to withdraw in cash. The rest is available to pay checks on Wednesday. At or after 5:00 p.m. on Wednesday, you may withdraw another \$400 of the deposit in cash, and you may withdraw the rest in cash on Thursday.

Nonlocal Checks - The first \$100 from a deposit of nonlocal checks will be available on the first business day after the day of your deposit to pay checks you have written to others. All of the remaining funds will be available on the fifth business day after the day of your deposit to pay checks you have written to others.

The first \$100 will also be available for withdrawal in cash on the first business day after the day of your deposit. An additional \$400 of the deposit may be withdrawn in cash at or after 5:00 p.m. on the fifth business day after the day of your deposit. All of the remaining funds will be available for cash withdrawal on the sixth business day after the day of your deposit.

For example, if you deposit a nonlocal check of \$700 on a Monday, \$100 of the deposit is available on Tuesday to pay checks to others and to withdraw in cash. The rest is available to pay checks on Monday of the following week. At or after 5:00 p.m. on that Monday, you may withdraw another \$400 of the deposit in cash. The rest may be withdrawn in cash on Tuesday of that following week.

Longer Delays May Apply - Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid
- You deposit checks totaling more than \$5000 on any one day
- You redeposit a check that has been returned unpaid
- You have overdrawn your account repeatedly in the last six months
- There is an emergency, such as failure of communications or computer equipment

We will notify you if we delay your availability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the 11th business day after the day of your deposit.

Special Rules For New Accounts - If you are a new customer, the following special rules will apply during the first 30 days your account is open.

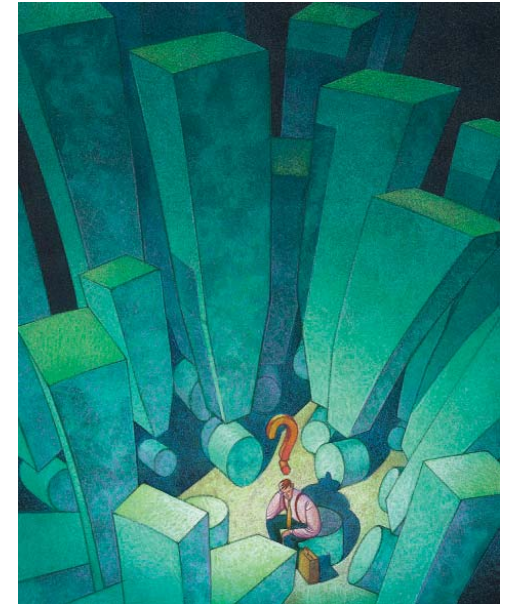
Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the 12th business day after the day of your deposit.

Holds On Other Funds - If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your ability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

DEPOSIT AGREEMENT · AND · FUNDS AVAILABILITY



**YOU CAN RELY
ON US**

North Side Federal Savings
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Chicago, Illinois 60640
Phone: 773-561-7051
Fax: 773-561-8673

www.northsidefederal.com



Effective July 1, 2002

www.northsidefederal.com