

## ASSIGNMENT OF POLICY AS COLLATERAL SECURITY

Western Reserve Life Assurance Co. of Ohio  
4333 Edgewood Rd. NE, Cedar Rapids, IA 52499  
Phone Number (800) 851-9777 Fax Number: (727) 299-1620

POLICY NUMBER(S) \_\_\_\_\_ OWNER \_\_\_\_\_

INSURED \_\_\_\_\_ JOINT OWNER (IF ANY) \_\_\_\_\_

### THIS FORM WILL NOT BE RECORDED IF MODIFIED UNLESS APPROVED BY THE COMPANY

For value received, all rights, title and interest of the undersigned in this Policy is hereby assigned to:

NAME OF ASSIGNEE \_\_\_\_\_

ADDRESS OF ASSIGNEE: Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Amount of Assignment \$ \_\_\_\_\_

His, her or its executors, administrators, successors or assigns (herein called "Assignee") with the right to exercise any and all rights and privileges there under (except as provided in paragraph B hereof), subject to all the terms and conditions of the Policy and to all superior liens, if any, which the Company may have against the Policy. The undersigned jointly and severally agree and the Assignee by the acceptance of this Assignment agrees to the conditions and provisions hereof:

**A.** It is agreed that, without detracting from the generality of the foregoing, the following rights are included in this Assignment: (1) The sole right to collect from the Company the net proceeds of the Policy when it becomes a claim by death or maturity; (2) the sole right to surrender the Policy and receive the surrender value thereof at any time provided by the terms of the Policy and at such other times as the Company may allow; (3) the sole right to obtain one or more loans or advances on the Policy, either from the Company or, at any time, from other persons, and to pledge or assign the Policy as security for such loans or advances; (4) the sole right to collect and receive all distributions or shares of surplus, dividend deposits or additions to the Policy now or hereafter made or apportioned thereto, and to exercise any and all options contained in the Policy with respect thereto; provided, that unless and until the Assignee shall notify the Company in writing to the contrary, the distribution or shares of surplus, dividend deposits and additions shall continue on the plan in force at the time of this Assignment; and (5) the sole right to exercise all nonforfeiture rights permitted by the terms of the Policy or allowed by the Company and to receive all benefits and advantages derived there from.

**B.** It is agreed that the following rights, so long as the Policy has not been surrendered, are excluded from this Assignment: (1) The right to collect from the Company any disability income; (2) the right to designate and change the beneficiary; and (3) the right to elect optional modes of settlement; but the reservation of these rights shall in no way impair the right of the Assignee to surrender the Policy completely with all its incidents or impair any other right to the Assignee hereunder, and any designation or change of beneficiary or election of a mode of settlement shall be made subject to this Assignment and to the rights of the Assignee hereunder.

**C.** This Assignment is made and the Policy is to be held as collateral security for any and all liabilities of the undersigned, or any of them, to the Assignee, either now existing or that may hereafter arise in the ordinary course of business between any of the undersigned and the Assignee (all of which liabilities secured or to become secured are herein called "Liabilities").

**D.** The Assignee covenants and agrees with the undersigned as follows:

1. That any balance of sums received hereunder from the Company remaining after payment of the then existing Liabilities shall be paid by the Assignee to the persons entitled thereto under the terms of the Policy as though this Assignment had not been executed.

2. That the Assignee will not exercise either the right to surrender the Policy or (except for the purpose of paying premiums) the right to obtain

Policy loans from the Company, until there has been default in any of the Liabilities or a failure to pay any premium when due, nor until twenty days after the Assignee shall have mailed, by first-class mail, to the undersigned at the address given herein below, notice of intention to exercise such right; and

3. That the Assignee will upon request forward without unreasonable delay to the Company the Policy of endorsement of any designation or change of beneficiary or any election of an optional mode of settlement.

**E.** The Company is hereby authorized to recognize the Assignee's claim to rights hereunder without investigating the reasons for any action taken by the Assignee, or the validity of the amount of the Liabilities or the existence of any default therein, or the giving of any notice under Paragraph D (2) above or otherwise, or the application to be made by the Assignee of any amounts to be paid to the Assignee. The sole signature of the Assignee shall be sufficient for the exercise of any rights under the Policy assigned hereby and the sole receipt of the Assignee for any sums received shall be a full discharge and release therefore to the Company.

**F.** The Assignee shall be under no obligation to pay any premium or the principal of or interest on any loans or advances on the Policy whether or not obtained by the Assignee, or any other charges on the Policy, but any such amounts so paid by the Assignee from its own funds, shall become a part of the Liabilities hereby secured, shall be due immediately, and shall draw interest at a rate fixed by the Assignee from time to time not exceeding 6% per annum.

**G.** With regard to the exercise to any right or privilege given herein to the Assignee, (except as restricted in Paragraph D (2) above) the Assignee may exercise any such right or privilege without notice to, or assent by, or affecting the liability of, or releasing any interest hereby assigned by the undersigned, or any of them.

**H.** The Assignee may take or release other security, may release any party primarily or secondarily liable for any of the Liabilities, may grant extensions, renewals or Indulgences with respect to the Liabilities, or may apply to the Liabilities proceeds of the Policy hereby assigned or any amount received on account of the Policy by the exercise of any right permitted under this Assignment, without resorting or regard to other security.

**I.** In the event of any conflict between the provisions of this Assignment and provisions of the note or other evidence of any Liability, with respect to the Policy or rights of collateral security therein, the provisions of this Assignment shall prevail.

**J.** Each of the undersigned declares that no proceedings in bankruptcy are pending against him and that this Policy is not subject to any assignment for the benefit of creditors.

**K.** This Assignment shall apply to and be effective under any Policy issued by the Company in exchange for the Policy or as a renewal or conversion thereof.

**L.** The validity of this Assignment is hereby guaranteed by each of the undersigned.

**M.** For administration of the Policy by Company, the effective date of this Assignment shall be the same as its recordation date by the Company.

**Note: Assignment of a life insurance policy classified as a modified endowment contract causes any tax-deferred gain to be subject to income tax. Neither Western Reserve Life nor it's representatives give legal, tax, or accounting advice. If you need such advice consult and rely on your attorney, accountant or personal advisor.**

\_\_\_\_\_  
Current Owner's Complete Name (Print)

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

\_\_\_\_\_  
Current Owner's Social Security/Tax ID Number

\_\_\_\_\_  
Current Owner's Daytime Telephone Number

\_\_\_\_\_  
Current Owner's Signature (include Title, if Business or Trust)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Irrevocable Beneficiaries Signature (if applicable)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Irrevocable Beneficiaries Signature (if applicable)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Assignee's Complete Name (Print)

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

\_\_\_\_\_  
Assignee's Social Security/Tax ID Number

\_\_\_\_\_  
Assignee's Daytime Telephone Number

\_\_\_\_\_  
Assignee's Signature (include Title, if Business or Trust)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address of Witness

This Assignment has been recorded at the Company's Administrative Offices. The Company assumes no legal responsibility for the sufficiency or validity of the Assignment.

Date recorded: \_\_\_\_\_ by: \_\_\_\_\_

**This request may be mailed or faxed.**

**RELEASE OF ASSIGNMENT OF POLICY AS COLLATERAL SECURITY**

Western Reserve Life Assurance Co. of Ohio  
4333 Edgewood Rd. NE, Cedar Rapids, IA 52499  
Phone Number (800) 851-9777 Fax Number: (727) 299-1620

POLICY NUMBER(S) \_\_\_\_\_ OWNER \_\_\_\_\_  
INSURED \_\_\_\_\_ JOINT OWNER (IF ANY) \_\_\_\_\_

**NOTE:** If the Assignee's name has changed or takeover/merger is involved, attach certified copy of document issued by the State and/or Federal Agency indicating such.

For good and sufficient consideration, the undersigned releases all rights, title and interest in this Policy held under the Assignment dated \_\_\_\_\_. The rights of the Owner, Beneficiary and any other assignee under the Policy shall be the same as though such Assignment to the undersigned had never been made.

\_\_\_\_\_  
Assignee's Complete Name (Print)

\_\_\_\_\_  
Authorized Signature Title Date

\_\_\_\_\_  
Authorized Signature Title Date

\_\_\_\_\_  
Witness Signature Date

\_\_\_\_\_  
Address of Witness

This Release of Assignment has been recorded at the Company's Administrative Offices. The Company assumes no legal responsibility for the sufficiency or validity of this Release of Assignment.  
Date recorded: \_\_\_\_\_ by: \_\_\_\_\_

**Signature Requirements:**

*INDIVIDUAL OWNER(S)* - The signature of the current Owner or Owners.

*PARTNERSHIP*- Two partners must sign below the name of the partnership and the title "Partner" should be indicated below the signature.

*TRUST OWNER*- Signature of all trustees, unless trust provides otherwise. Name of the trustee and name and date of the trust must also be shown.

*GUARDIAN OR CONSERVATOR OR AGENT ACTING UNDER A POWER OF ATTORNEY*- The signature of a guardian or conservator or an agent acting under a power of attorney, whichever applies on behalf of the Owner. Certified copies of the letters of guardianship/conservatorship and the court order that authorizes the change must also be submitted. A complete copy of the Power of Attorney document must be submitted. The Questionnaire to Accompany Power of Attorney and the Affidavit of Agent for Power of Attorney should also be submitted.

*JOINT VENTURE*- All joint ventures must sign below the name of the Joint Venture.

*COMMUNITY PROPERTY JURISDICTION*- If you reside in one of the following community property jurisdictions, you may wish to consult with your legal advisor prior to making changes to your contract. (AZ, CA, ID, LA, NM, NV, TX, WA, WI, Puerto Rico and Guam).

**FOR CORPORATIONS ONLY:**

If the Owner is a corporation, complete the following corporate acknowledgement and submit a copy of the resolution of the Board of Directors authorizing execution of this Change of Beneficiary or complete the Entity Certification Form.

STATE OF \_\_\_\_\_ County of \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_,  
before me personally came \_\_\_\_\_, who being by me duly sworn, did depose and say that s/he  
resides in \_\_\_\_\_, that s/he is the \_\_\_\_\_ of  
\_\_\_\_\_, the corporation described herein, and which executed this Change of Beneficiary; that s/he  
knows the seal of said corporation; the seal affixed to said Change of Beneficiary is such corporation; that it was affixed by order of the  
Board of Directors; and that s/he signed her/his name thereto.  
My commission expires \_\_\_\_\_ Notary Public \_\_\_\_\_

**This request may be mailed or faxed.**