



## IMPORTANT TERMS of our HOME EQUITY LINE OF CREDIT

**THIS DISCLOSURE CONTAINS INFORMATION ABOUT OUR HOME EQUITY LINE OF CREDIT. YOU SHOULD READ IT CAREFULLY AND KEEP THIS COPY FOR YOURSELF.**

### **Availability of Terms**

All terms described below are subject to change. If these terms change (other than the Annual Percentage Rate), and you decide, as a result, not to enter into an agreement with us, you are entitled to a refund of any fees you paid to us or anyone else in connection with your application.

### **Security Interest**

We will take a Deed of Trust/Mortgage on your home ("Security Property"). You could lose your home if you do not meet certain obligations in your agreement with us.

### **Possible Actions**

#### ***Termination***

If you fail to meet the terms of repayment, or if you act or fail to act in a way that adversely affects our security interest or other rights in the Security Property, or if you have committed fraud or made a material misrepresentation in connection with the account, we may, subject to the governing law, terminate the plan, require payment in full of the entire outstanding balance in a single payment or cause the Security Property to be sold and the proceeds of such sale to be applied to your obligation to us. You agree to pay any reasonable costs of protecting, retaking, repairing, or selling the Security Property.

#### ***Suspension***

Your right to request additional advances may be suspended, or your maximum credit limit reduced, at our option, in the following instances: (1) you fail to make the scheduled payments due to us; (2) you fail to make timely payments to the holders of Deeds of Trust/Mortgages senior to ours; (3) you fail to pay real property taxes prior to delinquency; (4) you fail to maintain the required property insurance; (5) you fail to maintain the Security Property as your principal dwelling (for credit approved on an owner-occupied basis); (6) the value of the Security Property declines significantly below the appraised value upon which we relied in approving your application; (7) we reasonably believe that your ability to meet your payment obligations is impaired because of a material change in your financial circumstances; (8) governmental action precludes our imposing the interest rate provided herein or adversely affects the priority of our security interest such that the value of our interest is less than 120.00% of your maximum credit limit; (9) the maximum interest rate under the plan is reached; or (10) government regulatory authorities find that further advances under this plan constitute an unsafe and unsound practice. When the condition which caused the suspension of advances or reduction of your maximum credit limit no longer exists, the original terms of your agreement will be reinstated. You understand that if your right to request additional advances is suspended or your maximum credit limit is reduced, you still owe us whatever sums you have already borrowed, all other charges under your agreement, and applicable Finance Charges.

### **Minimum Payment Requirements**

You can obtain credit advances for 12 months (the draw period). During the draw period, payments will be due on a monthly basis and will be established at the close of each billing cycle at an amount equal to all accrued yet unpaid finance charges due. After the draw period ends, you will no longer be able to obtain credit advances and you must repay your outstanding account balance in a single balloon payment consisting of all unpaid principal and all accrued but unpaid finance charges on the Agreement Maturity Date.

### **Minimum Payment Example**

If you made only the minimum payments and took no other credit advances, it would take 12 months to pay off a credit advance of \$10,000.00 at an **ANNUAL PERCENTAGE RATE** of 8.00%. During that period, you would make 11 monthly payments of \$66.67, followed by a final payment of \$10,066.67.

### **Fees and Charges**

To open and maintain a line of credit, you may have to pay certain fees to third parties. These fees generally total up to \$2,950.00. If you ask, we will give you an itemization of the fees you will have to pay to third parties.

### **Insurance**

You must carry insurance on the property that secures this plan.

### **Tax Deductibility**

You should consult a tax advisor regarding the deductibility of interest and charges for the line of credit.

### **Variable Rate Feature**

This Plan is subject to a Variable Rate feature and the Annual Percentage Rate (corresponding to the periodic rate), and the amount of your minimum payments during the draw period and the amount of your final payment can change as a result. The Annual Percentage Rate includes only interest and no other costs. The Annual Percentage Rate is based on the value of an index. The index is the highest Prime Rate as published in the Money Rates Section of The Wall Street Journal in effect on the 15th calendar day of the month preceding each change date. To determine the Annual Percentage Rate that will apply to your line of credit, we add a margin to the value of the index. Ask us for the current index value, margin, and Annual Percentage Rate. After you open a line of credit, rate information will be provided in periodic statements that we send you.

### **Other Products**

If you ask, we will provide you with information on any other home equity products we offer.

### Rate Changes

Your Annual Percentage Rate can change monthly. Subject to the minimum and maximum Annual Percentage Rates that can apply at any time to this account, there is no limit on the amount by which the interest rate can increase or decrease during any one-year period.

The maximum **ANNUAL PERCENTAGE RATE** at any time is 21.00%. The minimum **ANNUAL PERCENTAGE RATE** at any time is 4.75%.

### Maximum Rate and Payment Examples

If you had an outstanding balance of \$10,000.00 during the draw period, the minimum payment at the maximum **ANNUAL PERCENTAGE RATE** of 21.00% would be \$175.02. This Annual Percentage Rate could be reached during the 1st month of the draw period. There is no repayment period.

### Historical Example

The following table shows how the Annual Percentage Rate and the monthly payments for a single \$10,000.00 credit advance would have changed based on changes in the index since 2010. The index is from The Wall Street Journal and is calculated on the first business day of November of each year. While only one payment amount per year is shown, payments may have varied during the year. The table assumes that no additional credit advances were taken, that only the minimum payments were made, and that the rate remained constant during the year. It does not necessarily indicate how the index or your payments will change in the future.

Year	Index	Margin <sup>(1)</sup>	<b>ANNUAL PERCENTAGE RATE</b>	Payment Period	Minimum Payment
2010	3.25	0.00	4.75% <sup>(2)</sup>	DRAW	\$39.59 <sup>(3)</sup>
2011	3.25	0.00	4.75% <sup>(2)</sup>	DRAW	
2012	3.25	0.00	4.75% <sup>(2)</sup>	DRAW	
2013	3.25	0.00	4.75% <sup>(2)</sup>	DRAW	
2014	3.25	0.00	4.75% <sup>(2)</sup>	DRAW	
2015	3.25	0.00	4.75% <sup>(2)</sup>	DRAW	
2016	3.50	0.00	4.75% <sup>(2)</sup>	DRAW	
2017	4.25	0.00	4.75% <sup>(2)</sup>	DRAW	
2018	5.25	0.00	5.25%	DRAW	
2019	4.75	0.00	4.75%	DRAW	
2020	3.25	0.00	4.75% <sup>(2)</sup>	REPAYMENT	
2021	3.25	0.00	4.75% <sup>(2)</sup>	REPAYMENT	
2022	6.25	0.00	6.25%	REPAYMENT	
2023	8.50	0.00	8.50%	REPAYMENT	
2024	8.00	0.00	8.00%	REPAYMENT	

(1) This represents a margin we have recently used.

(2) This represents the minimum Annual Percentage Rate.

(3) This represents 11 payments of \$39.59 followed by a single balloon payment of \$10,039.59.