

## **IMPORTANT TERMS of our HOME EQUITY LINE OF CREDIT**

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**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 and require payment in full of the entire outstanding balance in a single payment.

#### **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) the value of the Security Property declines significantly below the appraised value upon which we relied in approving your application; (6) we reasonably believe that your ability to meet your payment obligations is impaired because of a material change in your financial circumstances; (7) 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; (8) the maximum interest rate under the plan is reached; or (9) 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.

The initial agreement permits us to make certain changes to the terms of the agreement at specific times or upon the occurrence of specified events.

### **Minimum Payment Requirements**

You can obtain credit advances for 120 months (the draw period). During the draw period, payments will be due on a monthly basis. Your minimum monthly payment will be established and fixed at the time of each advance in an amount equal to \$13.50 per \$1,000.00, or fraction thereof, of your then unpaid account balance, subject to the lesser of \$60.00 or your account balance.

After the draw period ends, you will no longer be able to obtain credit advances and you must repay your outstanding account balance (the repayment period). The length of the repayment period will depend on the date and the amount of your last advance. During the repayment period, your minimum periodic payment will equal the amount of the minimum periodic payment calculated at the time of the last credit advance obtained during the draw period.

### **Minimum Payment Examples**

If you made only the minimum payments and took no other credit advances, it would take 112 months to pay off a credit advance of \$10,000.00 at an **ANNUAL PERCENTAGE RATE** of 9.50%. During that period, you would make 111 monthly payments of \$135.00 and a final payment of \$131.37.

### **Fees And Charges**

To open and maintain a line of credit, you must pay certain fees to third parties. These fees generally total from \$250.00 to \$1,500.00. 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.

### **Minimum Draw And Balance Requirements**

The minimum credit advance you can receive is \$60.00.

### **Tax Deductibility**

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

### **Variable Rate Feature**

Following the expiration of any Introductory Rate Period, these Plans will have a Variable Rate feature. The Annual Percentage Rate (corresponding to the periodic rate) and the number of minimum payments during the draw and the repayment periods 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 day any Introductory Rate period expires, and subsequently, on the last business day of each calendar month of each year. If more than one rate is shown, we will use the higher rate. 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.

## Rate Changes

Your Annual Percentage Rate can change on the day any Introductory Rate period expires, and subsequently, on the first business day of each calendar month of each year. There is no limit on the amount by which the interest rate can change during any one year period other than the maximum and minimum Annual Percentage Rates that can apply at any time to this account.

The maximum **ANNUAL PERCENTAGE RATE** at any time is 15.00%. The minimum **ANNUAL PERCENTAGE RATE** at any time is 4.00%.

## Introductory Rate

If your line of credit is subject to an Introductory Rate, for the 12-month period immediately following the Date of Agreement, the **ANNUAL PERCENTAGE RATE** that will apply to your account will be 1.90%\*. Upon the expiration of the Introductory Rate period, your account will be subject to the Variable Rate provisions described herein. The initial Annual Percentage Rate is not based on the index and margin used for later adjustments.

\*This represents an Introductory Rate we have recently used.

## 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 15.00% would be \$135.00. This Annual Percentage Rate could be reached during the 1st month of the draw period for plans without an introductory rate, and during the 13th month of the draw period for plans with an introductory rate.

If you had an outstanding balance of \$10,000.00 during the repayment period, the minimum payment at the maximum **ANNUAL PERCENTAGE RATE** of 15.00% would be \$135.00. This Annual Percentage Rate could be reached during the 1st month of the 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 2009. 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 (1)	ANNUAL PERCENTAGE RATE		Payment Period	Minimum Payment	
			(2)	(3)		(2)	(3)
2009	3.25	1.00	4.25%	1.90% <sup>(4)</sup>	DRAW	\$135.00	\$135.00
2010	3.25	1.00	4.25%	4.25%	DRAW	\$135.00	\$135.00
2011	3.25	1.00	4.25%	4.25%	DRAW	\$135.00	\$135.00
2012	3.25	1.00	4.25%	4.25%	DRAW	\$135.00	\$135.00
2013	3.25	1.00	4.25%	4.25%	DRAW	\$135.00	\$135.00
2014	3.25	1.00	4.25%	4.25%	DRAW	\$135.00	\$135.00
2015	3.25	1.00	4.25%	4.25%	DRAW	\$135.00	\$135.00
2016	3.50	1.00	4.50%	4.50%	DRAW	\$135.00	\$0.00
2017	4.25	1.00	5.25%	5.25%	DRAW	\$0.00	\$0.00
2018	5.25	1.00	6.25%	6.25%	DRAW	\$0.00	\$0.00
2019	4.75	1.00	5.75%	5.75%	REPAYMENT	\$0.00	\$0.00
2020	3.25	1.00	4.25%	4.25%	REPAYMENT	\$0.00	\$0.00
2021	3.25	1.00	4.25%	4.25%	REPAYMENT	\$0.00	\$0.00
2022	6.25	1.00	7.25%	7.25%	REPAYMENT	\$0.00	\$0.00
2023	8.50	1.00	9.50%	9.50%	REPAYMENT	\$0.00	\$0.00

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

(2) This represents the annual percentage rate and minimum payment for our lines of credit without an introductory rate.

(3) This represents the annual percentage rate and minimum payment for our lines of credit with an introductory rate.

(4) This represents the introductory rate.