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# IMPORTANT TERMS of our HOME EQUITY LINES OF CREDIT

THIS DISCLOSURE CONTAINS INFORMATION ABOUT OUR HOME EQUITY LINES OF CREDIT. YOU SHOULD READ IT CAREFULLY AND KEEP THIS COPY FOR YOURSELF. THE TERMS FOR ALL PLANS ARE THE SAME EXCEPT FOR WHERE OTHERWISE INDICATED.

# **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 Trusts/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% 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.

#### **Home Equity Plans**

We offer three (3) Home Equity Line of Credit Plans that differ based on the loan-to-value ratio (LTV): (1) 70% & Less LTV; (2) 70.01% to 80% LTV; and (3) 80.01% to 90% LTV. Not all applicants may qualify for all Plans.

# **Minimum Payment Requirements**

You can obtain credit advances for 84 months (the draw period). During the draw period, payment will be due on a monthly basis. Your minimum monthly payment will be established at the close of each billing cycle at an amount equal to all accrued yet unpaid finance charges.

After the draw period ends, you will no longer be able to obtain credit advances and you must pay your outstanding balance (the repayment period). The length of the repayment period will in no event exceed 120 months. During the repayment period, minimum payments will be established on the first day of the repayment period and any subsequent change in interest rate to the amount necessary to fully amortize your then unpaid balance by the agreement maturity date.

#### **Minimum Payment Examples**

#### 70% & Less Loan-To-Value

If you made only the minimum payments and took no other credit advances, it would take 204 months to pay off a credit advance of \$10,000.00 at an **ANNUAL PERCENTAGE RATE** of 5.25%. During that period, you would make 84 monthly payments of \$43.75, followed by 119 monthly payments of \$107.29 and a final payment of \$108.29.

#### 70.01% - 80% Loan-To-Value

If you made only the minimum payments and took no other credit advances, it would take 240 months to pay off a credit advance of \$10,000.00 at an **ANNUAL PERCENTAGE RATE** of 5.50%. During that period, you would make 84 monthly payments of \$45.84, followed by 119 monthly payments of \$108.52 and a final payment of \$109.52.

# 80.01% - 90% Loan-To-Value

If you made only the minimum payments and took no other credit advances, it would take 240 months to pay off a credit advance of \$10,000.00 at an **ANNUAL PERCENTAGE RATE** of 6.50%. During that period, you would make 84 monthly payments of \$54.17, followed by 119 monthly payments of \$113.55 and a final payment of \$114.55.

# **Fees And Charges**

To open a line of credit you must pay us a processing fee of \$150.00<sup>(1)</sup>. To maintain a line of credit, you will have to pay us an annual fee of \$50.00<sup>(2)</sup> beginning with the first anniversary of your account. To open a line of credit, you may also have to pay certain fees to third parties. These fees generally total from \$150.00 to \$750.00. If you ask, we will give you an itemization of the fees you will have to pay to third parties.

- (1) The \$150.00 fee will be waived for borrowers that obtain an advance of at least \$10,000.00 at the time the account is established.
- (2) Which will be waived if during the preceding 12-month period your available credit is less than \$500.00 or you obtain at least one (1) advance.

#### 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

These plans will have a Variable Rate feature. The Annual Percentage Rate (corresponding to the periodic rate) can change as a result. Changes in the rate will affect the amount of your regularly scheduled payments during the draw and the repayment periods. 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 Wall Street Journal on the first 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.

# **Fixed-Rate Conversion Option**

During the draw period, Variable Rate account balance(s) can be converted to a fixed rate. You may exercise the option to convert up to two times (subject to a maximum of two fixed-rate balances outstanding at any one time), and the rate that you receive will be based upon our lending practices in effect at the time of conversion. The applicable minimum monthly payment, daily periodic rate and corresponding annual percentage rate will be disclosed to you at that time in the separate Fixed-Rate Conversion Request.

# **Rate Changes**

Your Annual Percentage Rate can change on the first day of each calendar month. 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 18.00%. The minimum ANNUAL PERCENTAGE RATE is 3.00%.

# **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 18.00% would be \$150.02. This Annual Percentage Rate could be reached during the 1st month of the draw period.

If you had an outstanding balance of \$10,000.00 during the repayment period, the minimum payment at the maximum **ANNUAL PERCENTAGE RATE** of 18.00% would be \$180.19. 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 cash advance (credit advance) would have changed based on changes in the index since 2008. The index is from The Wall Street Journal and is calculated on the first business day of August 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			ANNUAL PERCENTAGE RATE		Payment Period		Minimum Payment	
		(1)	(2)	(3)	(1)	(2)	(3)		(1)	(2)	(3)
2008	5.00	-0.25	0.00	1.00	4.75%	5.00%	6.00%	Draw	\$39.59	\$41.67	\$50.01
2009	3.25	-0.25	0.00	1.00	3.00%	3.25%	4.25%	Draw	\$25.00	\$27.09	\$35.42
2010	3.25	-0.25	0.00	1.00	3.00%	3.25%	4.25%	Draw	\$25.00	\$27.09	\$35.42
2011	3.25	-0.25	0.00	1.00	3.00%	3.25%	4.25%	Draw	\$25.00	\$27.09	\$35.42
2012	3.25	-0.25	0.00	1.00	3.00%	3.25%	4.25%	Draw	\$25.00	\$27.09	\$35.42
2013	3.25	-0.25	0.00	1.00	3.00%	3.25%	4.25%	Draw	\$25.00	\$27.09	\$35.42
2014	3.25	-0.25	0.00	1.00	3.00%	3.25%	4.25%	Draw	\$25.00	\$27.09	\$35.42
2015	3.25	-0.25	0.00	1.00	3.00%	3.25%	4.25%	Repayment	\$96.56	\$97.71	\$102.43
2016	3.50	-0.25	0.00	1.00	3.25%	3.50%	4.50%	Repayment	\$97.60	\$98.77	\$103.52
2017	4.25	-0.25	0.00	1.00	4.00%	4.25%	5.25%	Repayment	\$100.45	\$101.64	\$106.49
2018	5.00	-0.25	0.00	1.00	4.75%	5.00%	6.00%	Repayment	\$103.01	\$104.22	\$109.16
2019	5.25	-0.25	0.00	1.00	5.00%	5.25%	6.25%	Repayment	\$103.76	\$104.98	\$109.94
2020	3.25	-0.25	0.00	1.00	3.00%	3.25%	4.25%	Repayment	\$98.79	\$99.97	\$104.74
2021	3.25	-0.25	0.00	1.00	3.00%	3.25%	4.25%	Repayment	\$98.79	\$99.97	\$104.74
2022	5.50	-0.25	0.00	1.00	5.25%	5.50%	6.50%	Repayment	\$102.20	\$103.41	\$108.32

<sup>(1)</sup> This represents the Margin (which we have recently used), Annual Percentage Rate and Minimum Payments for our Lines of Credit with a loan-to-value equal to or less than 70%.

<sup>(2)</sup> This represents the Margin (which we have recently used), Annual Percentage Rate and Minimum Payments for our Lines of Credit with a loan-to-value equal to or less than 80%, but more than 70%.

<sup>(3)</sup> This represents the Margin (which we have recently used), Annual Percentage Rate and Minimum Payments for our Lines of Credit with a loan-to-value equal to or less than 90%, but more than 80%.