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**LOANLINER**

REAL ESTATE LENDING



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GROUP

**HOME EQUITY  
EARLY DISCLOSURE**

**IMPORTANT TERMS OF OUR HOME EQUITY LINE OF CREDIT PLAN – OWNER OCCUPIED (ANNUAL)**

This disclosure contains important information about our Home Equity Line of Credit Plan. You should read it carefully and keep a copy for your records.

**AVAILABILITY OF TERMS:** All of the 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 that you pay to us or anyone else in connection with your application.

**SECURITY INTEREST:** We will take a security interest in your home. You could lose your home if you do not meet the obligations in your agreement with us.

**POSSIBLE ACTIONS:** We can terminate your line, require you to pay us the entire outstanding balance in one payment, and charge you certain fees, if (1) you engage in fraud or material misrepresentation in connection with the plan; (2) you do not meet the repayment terms of this plan, or (3) your action or inaction adversely affects the collateral or our rights in the collateral.

We can refuse to make additional extensions of credit or reduce your credit limit if (1) any reasons mentioned above exist; (2) the value of the dwelling securing the line declines significantly below its appraised value for purposes of the line; (3) we reasonably believe that you will not be able to meet the repayment requirements due to a material change in your financial circumstances; (4) you are in default of a material obligation of the agreement; (5) government action prevents us from imposing the annual percentage rate provided for in the agreement; (6) the priority of our security interest is adversely affected by government action to the extent that the value of the security interest is less than 120 percent of the credit line; (7) a regulatory agency has notified us that continued advances would constitute an unsafe and unsound business practice, or (8) the maximum annual percentage rate is reached.

**MINIMUM PAYMENT REQUIREMENTS:** You can obtain credit advances for 6 years. This period is called the "draw period." At our option, we may renew or extend the draw period. After the draw period ends the repayment period will begin. The length of the repayment period will depend on the balance at the time of the last advance you obtain before the draw period ends but will never exceed 15 years. You will be required to make monthly payments during both the draw and repayment periods.

During the draw period your payment will be equal to .3125% (1/320<sup>th</sup>) of the monthly balance plus accrued interest, any amounts past due, any amount by which you have exceeded your credit limit, and all other charges including payment protection. The minimum payment amount will change each month and every time you obtain a credit advance. However, the payment will never be less than \$50.00.

At the start of the repayment period, we will recalculate your payment to repay the outstanding balance over 180 months at the then current annual

percentage rate. Your payment may change if the annual percentage rate increases or decreases. Each time the annual percentage rate changes, we will recalculate your payment to repay the balance over the original 15 years. We will add any amounts past due and any amount by which you have exceeded your credit limit, and all other charges including payment protection onto the minimum payment. Your payment will never be less than the smaller of \$50.00, or the full amount that you owe.

**MINIMUM PAYMENT EXAMPLE:** If you made only the minimum monthly payment and took no other credit advances it would take 21 years to pay off a credit advance of \$10,000 at an **ANNUAL PERCENTAGE RATE** of 5.97%. During that period, you would make 72 payments of \$69.58 to \$81.95, followed by 179 payments of \$65.28 and one (1) final payment of \$64.94.

**FEES AND CHARGES:** You must pay certain fees to third parties to open the plan. These fees generally total between \$400.00 and \$1,800.00. If you ask, we will provide you with an itemization of the fees you will have to pay third parties.

**FEE REIMBURSEMENT:** We may pay third party fees on your behalf. If we do, you must keep the plan open a minimum of three years or reimburse us for the bona fide third party fees we paid for you. Any amounts owed can be added onto the principal balance.

**PROPERTY INSURANCE:** You must carry insurance on the property that secures this plan. If the property is located in a Special Flood Hazard Area we will require you to obtain flood insurance if it is available.

**REFUNDABILITY OF FEES:** If you decide not to enter into this plan within three business days of receiving this disclosure and the home equity brochure, you are entitled to a refund of any fee you may have already paid.

**TRANSACTION REQUIREMENTS:** The minimum credit advance that you can receive if you are not receiving a discount on the initial rate is \$5,000.00 for the first advance. We may require a minimum advance of up to \$25,000.00 to receive a discounted initial rate; please ask us for our current policy.

**TAX DEDUCTIBILITY:** You should consult a tax advisor regarding the deductibility of interest and charges for the plan.

**ADDITIONAL HOME EQUITY PLANS:** Please ask us about our other available home equity line of credit plans.

**VARIABLE RATE FEATURE:** This plan has a variable rate feature and the annual percentage rate (corresponding to the periodic rate) and the minimum payment may 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 monthly average of the Six Month Treasury Bill Rate (Auction High). Information about the index is published in the *Wall Street Journal* and is also available from the Treasury Dept. website: [www.publicdebt.treas.gov](http://www.publicdebt.treas.gov). We will use the most recent index value available to us as of the last day of the month prior to any annual percentage rate adjustment.

To determine the annual percentage rate that will apply to your account, we add a margin to the value of the Index. The initial annual percentage rate may be "discounted". If it is discounted, it will not be based on the index and margin used for later rate adjustments. We have recently used a discount that was in effect for 12 months. Ask us for the current index value, margin, discount and annual percentage rate. After you open a plan, rate information will be provided on periodic statements that we send you.

**RATE CHANGES:** The annual percentage rate can change annually on March 1st. There is no limit on the amount by which the annual percentage rate can change during any one year period. The maximum **ANNUAL PERCENTAGE RATE** that can apply is 18.0% or the maximum permitted by law, whichever is less. However, under no circumstances will your **ANNUAL PERCENTAGE RATE** go below 4.0% at any time during the term of the plan.

**CONVERSION OPTION:** This plan has a fixed rate option (the "option").

**MAXIMUM RATE AND PAYMENT EXAMPLES:** Draw Period: If you had an outstanding balance of \$10,000, the minimum payment at the maximum **ANNUAL PERCENTAGE RATE** of 18.0% would be \$184.13. This annual percentage rate could be reached at the time of the 13th payment if the annual percent rate is discounted, and by the 1<sup>st</sup> payment if it is not.

Repayment Period: If you had an outstanding balance of \$10,000, the minimum payment at the maximum **ANNUAL PERCENTAGE RATE** of 18.0% would be \$161.09. This annual percentage rate could be reached at the time of the 1<sup>st</sup> payment.

**HISTORICAL EXAMPLE:** The following table shows how the annual percentage rate and the minimum payments for a single \$10,000 credit advance would have changed based on changes in the index over the past 15 years. The index values are from the first week ending in January of each year. While only one payment per year is shown, payments may have varied during each 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 each year. It does not necessarily indicate how the index or your payments will change in the future.

6 MONTH TREASURY BILL RATE INDEX TABLE

Year (as of the first week ending in January)	Index (Percent)	Margin <sup>(1)</sup> (Percent)	<b>ANNUAL PERCENTAGE RATE</b> With Discount	Monthly Payment (Dollars) With Discount	<b>ANNUAL PERCENTAGE RATE</b> Without Discount	Monthly Payment (Dollars) Without Discount
2005.....	2.600	3.50	1.880 <sup>(2)</sup>	50.00 <sup>(4)</sup>	6.100	83.06
2006.....	4.290	3.50	7.790	94.66	7.790	94.93
2007.....	4.930	3.50	8.430	97.19	8.430	97.48
2008.....	2.840	3.50	6.340	78.82	6.340	79.04
2009.....	0.310	3.50	4.000 <sup>(3)</sup>	59.99	4.000 <sup>(3)</sup>	60.13
2010.....	0.290	3.50	4.000 <sup>(3)</sup>	58.71	4.000 <sup>(3)</sup>	58.85
2011.....	0.180	3.50	4.000 <sup>(3)</sup>	57.04	4.000 <sup>(3)</sup>	57.34
2012.....	0.060	3.50	4.000 <sup>(3)</sup>	57.04	4.000 <sup>(3)</sup>	57.34
2013.....	0.110	3.50	4.000 <sup>(3)</sup>	57.04	4.000 <sup>(3)</sup>	57.34
2014.....	0.070	3.50	4.000 <sup>(3)</sup>	57.04	4.000 <sup>(3)</sup>	57.34
2015.....	0.070	3.50	4.000 <sup>(3)</sup>	57.04	4.000 <sup>(3)</sup>	57.34
2016.....	0.440	3.50	4.000 <sup>(3)</sup>	57.04	4.000 <sup>(3)</sup>	57.34
2017.....	0.610	3.50	4.110	57.30	4.110	57.60
2018.....	1.590	3.50	5.090	59.46	5.090	59.77
2019.....	2.470	3.50	5.970	61.21	5.970	61.54

(1) This is a margin we have used recently; your margin may be different.

(2) This **ANNUAL PERCENTAGE RATE** reflects a discount that we have provided recently; your plan may be discounted by a different amount.

(3) This **ANNUAL PERCENTAGE RATE** reflects a 4.000% floor.

(4) This payment reflects the minimum payment of \$50.00.