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IMPORTANT TERMS of our HOME EQUITY LINES OF CREDIT

THIS DISCLOSURE CONTAINS INFORMATION ABOUT OUR HOME EQUITY LINES OF CREDIT. ALL TERMS ARE THE SAME EXCEPT FOR WHERE OTHERWISE INDICATED. 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 Mortgage/Deed of Trust 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 Mortgages/Deeds of Trust 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.

Minimum Payment Requirements

Plan 1

You can obtain credit advances for 120 months (the draw period). During the draw period, your Minimum Periodic Payment will be established at the close of each billing cycle at an amount equal to all accrued yet unpaid finance charges due (the sum of which will be rounded up to the nearest \$1.00), subject to the lesser of \$100.00 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 but in no event will exceed 180 months. During the repayment period, your Minimum Periodic Payment will be established on the first day of the repayment period, and any subsequent change in the interest rate, to the amount necessary to fully amortize the then unpaid principal balance by the Agreement Maturity Date (the sum of which will be rounded up to the nearest \$1.00), subject to the lesser of \$100.00 or your account balance.

Plan 2

You can obtain credit advances for 60 months (the draw period). During the draw period, your Minimum Periodic Payment will be established at the close of each billing cycle at an amount equal to one-percent (1.00%) of the then unpaid principal balance (the sum of which will be rounded up to the nearest \$1.00), subject to the lesser of \$150.00 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 but in no event will exceed 180 months. During the repayment period, your Minimum Periodic Payment 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 (the sum of which will be rounded up to the nearest \$1.00), subject to the lesser of \$100.00 or your Account balance.

Paying only the minimum payment may not be sufficient to fully amortize your unpaid account balance by the end of the repayment period in which case, you will be required to pay your entire remaining balance in a single balloon payment on the Agreement Maturity Date.

Under some circumstances, your payment will not cover the Finance Charges that accrue and negative amortization will occur. Negative amortization will increase the amount that you owe us and reduce your equity in your home.

Minimum Payment Example

Plan 1

If you made only the minimum payments and took no other credit advances, it would take 130 months to pay off a credit advance of \$10,000.00 at an **ANNUAL PERCENTAGE RATE** of 5.00%. During that period you would make 120 monthly payments of \$100.00, followed by 9 monthly payments of \$100.00, and a final payment of \$63.36.

Plan 2

If you made only the minimum payments and took no other credit advances, it would take 101 months to pay off a credit advance of \$10,000.00 at an **ANNUAL PERCENTAGE RATE** of 7.25%. During that period you would make 60 monthly payments of \$150.00, followed by 40 payments of \$100.00, and a final payment of \$1.64.

Fees And Charges

To open a line of credit you may have to pay certain fees to third parties. The fees you may have to pay to third parties generally total from \$100 - \$1,100. 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. As a condition of obtaining credit, we will not require you to provide such insurance in an amount that exceeds the replacement value of the Security Property.

Tax Deductibility

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

Variable-Rate

These plans have a variable-rate feature and the Annual Percentage Rate (corresponding to the periodic rate), the amount of your regularly scheduled payments for our Plan 1 lines of credit, and the number of your regularly scheduled payments and the amount of your final payment for our Plan 2 lines of credit, 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 last day of each calendar month, rounded up to the nearest one-quarter of one percent (0.25%). 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 monthly. Except for the minimum and maximum Annual Percentage Rates that can apply to your account at any time, there is no limit on the amount by which your Annual Percentage can change during any one-year period.

The minimum **ANNUAL PERCENTAGE RATE** at any time is 5.00%. The maximum **ANNUAL PERCENTAGE RATE** at any time is 18.00%.

Maximum Rate And Payment Examples

Plan 1

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 \$161.06. This Annual Percentage Rate could be reached during the 1st month of the repayment period.

Plan 2

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 \$100.00. 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 \$161.06. 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 2007. The index is from The Wall Street Journal and is calculated on the first business day of October 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)	(1)	(2)	(1)	(2)	(1)	(2)
2007	7.75	-1.00	4.00	6.750%	11.750%	DRAW	DRAW	\$100.00 ⁽⁴⁾	\$150.00 ⁽⁵⁾
2008	5.00	-1.00	4.00	5.000% ⁽³⁾	9.000%	DRAW	DRAW	\$100.00 ⁽⁴⁾	\$150.00 ⁽⁵⁾
2009	3.25	-1.00	4.00	5.000% ⁽³⁾	7.250%	DRAW	DRAW	\$100.00 ⁽⁴⁾	\$150.00 ⁽⁵⁾
2010	3.25	-1.00	4.00	5.000% ⁽³⁾	7.250%	DRAW	DRAW	\$100.00 ⁽⁴⁾	\$150.00 ⁽⁵⁾
2011	3.25	-1.00	4.00	5.000% ⁽³⁾	7.250%	DRAW	DRAW	\$100.00 ⁽⁴⁾	\$150.00 ⁽⁵⁾
2012	3.25	-1.00	4.00	5.000% ⁽³⁾	7.250%	DRAW	REPAYMENT	\$100.00 ⁽⁴⁾	\$100.00 ⁽⁴⁾
2013	3.25	-1.00	4.00	5.000% ⁽³⁾	7.250%	DRAW	REPAYMENT	\$100.00 ⁽⁴⁾	\$100.00 ⁽⁴⁾
2014	3.25	-1.00	4.00	5.000% ⁽³⁾	7.250%	DRAW	REPAYMENT	\$100.00 ⁽⁴⁾	\$100.00 ⁽⁴⁾
2015	3.25	-1.00	4.00	5.000% ⁽³⁾	7.250%	DRAW	REPAYMENT	\$100.00 ⁽⁴⁾	\$100.00 ⁽⁴⁾
2016	3.50	-1.00	4.00	5.000% ⁽³⁾	7.500%	DRAW	REPAYMENT	\$100.00 ⁽⁴⁾	\$100.00 ⁽⁴⁾
2017	4.25	-1.00	4.00	5.000% ⁽³⁾	8.250%	REPAYMENT	REPAYMENT	\$100.00 ⁽⁴⁾	\$0.00
2018	5.25	-1.00	4.00	5.000% ⁽³⁾	9.250%	REPAYMENT	REPAYMENT	\$100.00 ⁽⁴⁾	\$0.00
2019	5.00	-1.00	4.00	5.000% ⁽³⁾	9.000%	REPAYMENT	REPAYMENT	\$0.00	\$0.00
2020	3.25	-1.00	4.00	5.000% ⁽³⁾	7.250%	REPAYMENT	REPAYMENT	\$0.00	\$0.00
2021	3.25	-1.00	4.00	5.000% ⁽³⁾	7.250%	REPAYMENT	REPAYMENT	\$0.00	\$0.00

(1) This represents a margin (which we have used recently), Annual Percentage Rate, payment period, and minimum payment for our Plan 1 lines of credit.

(2) This represents a margin (which we have used recently), Annual Percentage Rate, payment period, and minimum payment for our Plan 2 lines of credit.

(3) This represents the minimum interest rate.

(4) This represents the \$100.00 minimum payment.

(5) This represents the \$150.00 minimum payment.