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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 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 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 default on any material obligation under the terms of your agreement with us (such as failing to occupy the security property as your principal residence if that is a condition of your account); (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% 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

Under the terms of this Home Equity Line of Credit, you may obtain two types of credit advances: Variable Rate Advances; and Fixed Rate Advances. The advance requirements, the repayment requirements, and the applicable periodic interest rates for these two types of advances differ, as explained below. You may obtain Variable Rate Advances at any time, subject to your maximum credit limit, and the terms of your Agreement. You may also obtain Fixed Rate Advances at any time, subject to your maximum credit limit, the terms of your Agreement, and the limitations described in the next two sentences. The terms of each Fixed Rate Advance will depend on the terms that you request and the circumstances of your Account at the time of your request, and will be disclosed to you at the time of each advance. Your Account is limited to a maximum of three (3) outstanding Fixed Rate Advance balances at any time. Your minimum periodic payment for each billing cycle is the sum of the minimum periodic payments due for any Variable Rate Advance balance and any Fixed Rate Advance balance you have during that billing cycle, plus any other amounts that may be due under the terms of the agreement.

Variable Rate Advances

You can obtain credit advances for 120 months (the draw period). During the draw period, payments will be due on a monthly basis during any time that you have a balance on your account. At our option, we may extend the draw period. 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 due, 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 be 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 outstanding account balance by the agreement maturity date.

Fixed Rate Advances

You can obtain credit advances for 120 months (the draw period). During the draw period, payments will be due on a monthly basis. During the draw period, your minimum periodic payment for fixed rate advances will be established at the time of each such advance to the amount necessary to fully amortize your then outstanding fixed rate balance over the time designated by you (the length of which may be restricted in part by the amount of such advance or the method in which it was obtained). Your specific minimum periodic payment, estimated repayment term, daily periodic rate, and corresponding annual percentage rate for fixed rate advances will be disclosed to you at the time of each such advance on the separate page titled "Home Equity Line of Credit Fixed Rate Advance Voucher." The daily periodic rate and corresponding Annual Percentage Rate will depend on financial factors such as your credit qualifications and property value in relationship to the amount you owe, and will not exceed a maximum, which will be the lesser of: (A) the sum of the highest Prime Rate published in The Wall Street Journal in effect on the date of your fixed rate advance, plus a margin; or (B) 18.00%.

After the draw period ends, you will no longer be able to obtain credit advances and must pay your outstanding balance. The length of the repayment period will depend on the date of your advance along with the period of time that such advance is amortized, but in no event will exceed 180 months. During the repayment period your minimum periodic payment will be calculated in the same manner as during the draw period.

Minimum Payment Example

Variable Rate Advances

If you made only the minimum payments and took no other credit advances, it would take 300 months to pay off a credit advance of \$10,000.00 at an **ANNUAL PERCENTAGE RATE** of 8.24%. During that period, you would make 120 monthly payments of \$100.00, followed by 179 monthly payments of \$40.64 and a final payment of \$41.64.

Fixed Rate Advances

If you made only the minimum payments and took no other credit advances, it would take 120 months to pay off a fixed rate credit advance of \$10,000.00 at an **ANNUAL PERCENTAGE RATE** of 7.99%*. During that period, you would make 119 monthly payments of \$121.27, and a final payment of \$122.27.

*This is an interest rate we have recently used and this rate does not include costs other than interest.

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 from \$150.00 to \$700.00. If you ask, we will give you an itemization of the fees you will have to pay to third parties.

Other Products

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

Insurance

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

Minimum Draw And Balance Requirements

Variable Rate Advances

The minimum variable rate credit advance you can receive is \$100.00.

Fixed Rate Advances

The minimum fixed rate credit advance you can receive is \$5,000.00. The maximum number of fixed rate advance account balances that may be outstanding at any given time is three.

Tax Deductibility

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

Variable Rate Advances

The information provided below applies only to any Variable Rate Advances you may obtain under this plan.

Variable Rate Feature

This plan has a Variable Rate feature. The Annual Percentage Rate (corresponding to the periodic rate) and the minimum payment during the draw and the repayment periods for Variable Rate Advances 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 Wall Street Journal in effect on the last day of each month. 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 first day of each calendar month immediately following any change in the index. There is no limit on the amount by which your rate can change on any given change date 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** at any time is 3.25%.

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 \$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 2009. The index is from The Wall Street Journal from the first business day of March 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
2009	3.25	0.49	3.74%	DRAW	\$100.00(2)
2010	3.25	0.49	3.74%	DRAW	\$100.00(2)
2011	3.25	0.49	3.74%	DRAW	\$100.00(2)
2012	3.25	0.49	3.74%	DRAW	\$100.00(2)
2013	3.25	0.49	3.74%	DRAW	\$100.00(2)
2014	3.25	0.49	3.74%	DRAW	\$100.00(2)
2015	3.25	0.49	3.74%	DRAW	\$100.00(2)
2016	3.50	0.49	3.99%	DRAW	\$100.00(2)
2017	3.75	0.49	4.24%	DRAW	\$100.00(2)
2018	4.50	0.49	4.99%	DRAW	\$100.00(2)
2019	5.50	0.49	5.99%	REPAYMENT	\$0.24
2020	4.75	0.49	5.24%	REPAYMENT	\$0.22
2021	3.25	0.49	3.74%	REPAYMENT	\$0.20
2022	3.25	0.49	3.74%	REPAYMENT	\$0.20
2023	7.75	0.49	8.24%	REPAYMENT	\$0.26

(1) This represents a Margin which we have recently used.

(2) This represents the \$100.00 Minimum Payment.