

IMPORTANT TERMS of our HOME EQUITY LINES OF CREDIT

THIS DISCLOSURE CONTAINS INFORMATION ABOUT OUR HOME EQUITY SECURED 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 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 annual percentage rate provided for or impairs our security interest such that the value of our interest is less than 120% of your maximum credit limit; (8) the maximum annual percentage rate under the plan is reached; or (9) a regulatory agency has notified us that further advances under this plan constitute an unsafe and unsound practice.

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 at the close of each billing cycle at an amount equal to the lesser of all accrued yet unpaid finance charges or your account balance, plus any portion of the minimum payment(s) shown on prior statement(s) which remains unpaid, plus any other applicable charges.

After the draw period ends, you will no longer be able to obtain credit advances and you must repay the outstanding balance (the repayment period). The length of the repayment period can be as long as 180 months. The actual length will depend on the outstanding balance of your account at the beginning of the repayment period and whether or not the \$50.00 minimum payment will apply. During the repayment period, your initial minimum monthly payment will be established on the first day of the repayment period in the amount necessary to fully amortize the then unpaid principal balance (using the then current interest rate) by the Agreement Maturity Date, subject to the lesser of \$50.00 or your account balance. Subsequently, your minimum monthly payment will be established at the close of each successive billing cycle in the amount necessary to fully amortize the then unpaid principal balance (using the then current interest rate) by the Agreement Maturity Date, subject to the lesser of \$50.00 or your account balance.

Minimum Payment Example

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 5.00%. During that period, you would make 120 monthly payments of \$41.67, followed by 179 monthly payments of \$79.08 and a final payment of \$80.08.

Fees And Charges

To open a line of credit, you may have to pay certain fees to third parties. These fees generally total from \$0.00 to \$1,900.00. If you ask, we will give you an itemization of the fees you will have to pay to third parties. Additionally, to maintain a line of credit you will have to pay us an annual fee in the amount of \$50.00 commencing with the first anniversary of your account.

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.

Other Products

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

Introductory Rate

If your line of credit is subject to an Introductory Rate, for the 18-month period immediately following the Date of Agreement, the **ANNUAL PERCENTAGE RATE** that will apply to your account will be 2.99%*. 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.

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 minimum payment 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 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 third Tuesday of each month of each year. 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, discount, 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 monthly thereafter. 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** at any time is 3.50%.

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 for plans not containing an Introductory Rate. This Annual Percentage Rate could be reached during the 25th 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 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 2006. The index is from The Wall Street Journal and is calculated on the first day of February 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)
2006	7.50	0.25	7.50%	2.99% ⁽⁴⁾	DRAW	\$62.51	\$24.92
2007	8.25	0.25	8.50%	2.99% ⁽⁴⁾	DRAW	\$70.84	\$24.92
2008	6.00	0.25	7.50%	7.50%	DRAW	\$62.51	\$63.96
2009	3.25	0.25	3.50%	3.50%	DRAW	\$29.17	\$29.85
2010	3.25	0.25	3.50%	3.50%	DRAW	\$29.17	\$29.85
2011	3.25	0.25	3.50%	3.50%	DRAW	\$29.17	\$29.85
2012	3.25	0.25	3.50%	3.50%	DRAW	\$29.17	\$29.85
2013	3.25	0.25	3.50%	3.50%	DRAW	\$29.17	\$29.85
2014	3.25	0.25	3.50%	3.50%	DRAW	\$29.17	\$29.85
2015	3.25	0.25	3.50%	3.50%	DRAW	\$29.17	\$29.85
2016	3.50	0.25	3.75%	3.75%	REPAYMENT	\$72.72	\$74.41
2017	3.75	0.25	4.00%	4.00%	REPAYMENT	\$73.89	\$75.61
2018	4.50	0.25	4.75%	4.75%	REPAYMENT	\$77.24	\$79.04
2019	5.50	0.25	5.75%	5.75%	REPAYMENT	\$81.52	\$83.42
2020	4.75	0.25	5.00%	5.00%	REPAYMENT	\$78.53	\$80.36

(1) This represents a margin we have recently used for our interest only and amortizing lines of credit.

(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 an introductory rate we have recently used.