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HomEquity

Line-of-Credit Predisclosure

IMPORTANTTERMS OF OUR HOME EQUITY LINE OF CREDIT

This disclosure contains important information about your Home Equity Open-End 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 any of 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 paid to us or anyone else in connection with your application.

Security Interest: We will take a security interest in your home through a Mortgage or a Deed of Trust. You could lose your home if you do not meet the obligations in your agreement with us.

Possible Actions:

Termination and Acceleration

We can terminate the Home Equity Open-End Credit Plan and require you to pay us the entire outstanding balance in one payment and charge you certain fees if:

(a) you commit fraud or material misrepresentation at any time in connection with this Plan;

(b) you do not meet the repayment terms of this Plan;

(c) your action or inaction adversely affects the collateral for the Plan or our rights in the collateral.

Suspension or Reduction

We can refuse to make additional extensions of credit or reduce your credit line if:

(a) the value of your dwelling declines significantly below its appraised value for purposes of this Plan;

(b) we reasonably believe that you will not be able to meet the repayment requirements due to a material change in your financial circumstances;

(c) you are in default of a material obligation of this Plan;

(d) government action prevents us from imposing the **ANNUAL PERCENTAGE RATE** provided for under this Plan or impairs our security interest such that the value of the interest is less than 120 percent of the credit line;

(e) a regulatory agency has notified us that continued advances would constitute an unsafe and unsound practice;

(f) the maximum **ANNUAL PERCENTAGE RATE** under this Plan is reached.

Change in Terms

Our home equity credit agreement permits us to make certain changes to the terms of this Plan at specified times or upon the occurrence of specified events.

Minimum Payment Requirements: You can obtain credit advances for 5 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. You will be required to make monthly payments during both the draw and repayment periods. At the time you obtain a credit advance a payoff period of 144 monthly payments will be used to calculate your payment. 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.

The payoff period will always be the shorter of the payoff period for your outstanding balance or the time remaining to the maturity date. Your payment will be set to repay the balance after the advance, at the current **ANNUAL PERCENTAGE RATE**, within the payoff period. Your payment will be rounded up to the nearest dollar. Your payment will remain the same unless you obtain another credit advance. Your payment may also change if the **ANNUAL PERCENTAGE RATE** increases or decreases. Each time the **ANNUAL PERCENTAGE RATE** changes, we may adjust your payment to repay the balance within the original payoff period. Your payment will include any amounts past due and any amount by which you have exceeded your credit limit, and all other charges. Your payment will never be less than the smaller amount of $100.00, 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 12 year(s) to pay off a credit advance of $10,000 at an **ANNUAL PERCENTAGE RATE** of 8.25%. During that period, you would make 143 payments of $112.40 with a final payment of $112.57.

Fees and Charges: To open and maintain an account, you must pay the following fees to us:

Late Charges: If you are more than 15 days late in making a payment, you will be charged 5% of the unpaid payment amount.

Non-Sufficient Funds Charge: We will charge you a fee of $15.00 if you pay your account with an insufficient funds check.

Maximum Number of Advances Fee: If you obtain more advances than permitted under the Plan, we may charge you a fee of $5.00.

To open your account, you must pay certain fees to third parties such as appraisers, credit reporting firms, and government agencies. These fees generally total between $0-$850.00. Upon request, we will provide you with an itemization of the fees you will have to pay to third parties.

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.

Access to the Plan: You may obtain advances under your plan by mail, by telephone, or in person.

Transaction Requirements: The minimum requirement for initial advances is $5,000.00. The minimum subsequent advance you can receive is $500.00.

Tax Deductibility: You should consult a tax advisor regarding the deductibility of interest and charges for this Plan.

Initial Discount Rate: An initial discounted rate may be available under this Plan. Ask us for more information regarding my initial discount.

Refundability of Fees: If you decide not to enter into this Plan within three business days of receiving this disclosure and the handbook entitled "What You Should Know About Home Equity Lines of Credit," you are entitled to a refund of any fees you may have already paid.

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Variable Rate Feature: This Plan has a variable rate and the **ANNUAL PERCENTAGE RATE** and corresponding periodic rate and minimum payment can change as a result. The **ANNUAL PERCENTAGE RATE** does not include costs other than interest.

The **ANNUAL PERCENTAGE RATE** is based on the value of an index. The index is the highest rate of interest identified as the 'Prime Rate' in the 'Money Rates' section of the Wall Street Journal. To determine the **ANNUAL PERCENTAGE RATE** that will apply to your account, we add a margin based on your Loan-to-Value (LTV) Ratio to the value of the index and then round up to the next .125%.

Ask us for the current index value, margins and **ANNUAL PERCENTAGE RATES**. After you open an account, rate information will be provided on periodic statements that we send you.

Rate Changes: The annual percentage rate can change semi-annually on the first day of February and August. The rate cannot increase or decrease by more than 1 percentage points at each adjustment. The **ANNUAL PERCENTAGE RATE** cannot increase more than 7 percentage points above the initial rate or the maximum permitted by law, whichever is less. The **ANNUAL PERCENTAGE RATE** will not fall below 5.00% if your LTV Ratio is up to 80% or 5.75% if your LTV Ratio is between 80% and 90% for Primary and Secondary Residences. The **ANNUAL PERCENTAGE RATE** will not fall below 6.00% for Investment/Rental Properties and may not exceed 80% LTV Ratio.

Maximum Rate and Payment Example: If you had an outstanding balance of $10,000, the minimum monthly payment at the maximum **ANNUAL PERCENTAGE RATE** of 15.75% would be $154.95. This maximum **ANNUAL PERCENTAGE RATE** is obtained by adding the 7.00 percentage point lifetime cap to the most recent index value plus the margin from the table below, then rounding up to the nearest .125%. The maximum **ANNUAL PERCENTAGE RATE** could be reached in the 37th month (3 years, 1 month) following an initial hold of 1 day.

Prepayment: You may prepay all or any amounts owing under this Plan without penalty.

Historical Example: The following table shows how the 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 Monday in April. If the first Monday is a holiday then the index values are from the first business day following that Monday.

The table assumes that no additional credit advances were taken and that only the minimum payment was made. It does not necessarily indicate how the index or your payments would change in the future.

YEAR	INDEX (%)	MARGIN (1) (Percent)	**ANNUAL PERCENTAGE RATE**	MONTHLY PAYMENT (Dollars)
2009	3.25	0.75	5.00 (3)(4)	$100.00
2010	3.25	0.75	5.00 (4)	$100.00
2011	3.25	0.75	5.00 (4)	$100.00
2012	3.25	0.75	5.00 (4)	$100.00
2013	3.25	0.75	5.00 (4)	$100.00
2014	3.25	0.75	5.00 (4)	$100.00
2015	3.25	0.75	5.00 (4)	$100.00
2016	3.50	0.75	5.00 (4)	$100.00
2017	4.00	0.75	5.00 (4)	$100.00
2018	4.75	0.75	5.50	$100.00
2019	5.50	0.75	6.25	$100.00
2020	3.25	0.75	5.00 (4)	
2021	3.25	0.75	5.00 (4)	
2022	3.50	0.75	5.00 (4)	
2023	8.25	0.75	7.00 (3)	

1. This is a margin we have used recently; your margin may be different and based on your LTV Ratio.
2. There may be a discounted rate for a period of time within the first year.
3. This rate reflects a 2.00 percentage point annualized cap on decreases.
4. This reflects a lifetime floor of 5.00% for LTVs up to 80%. LTVs between 80% and 90% will have a floor of 5.75%.

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