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IMPORTANT TERMS of our HOME EQUITY LINES OF CREDIT

THIS DISCLOSURE CONTAINS INFORMATION ABOUT OUR HOME EQUITY LINES 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 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.

Home Equity Plans

We offer four (4) Home Equity Lines of Credit. The Plans differ based on the sum of the current outstanding debts secured by liens against the property plus the home equity line of credit maximum credit limit, divided by the value of the property ("LTV") and whether or not you qualified to receive an introductory rate. Plan 1 is for LTV ratios of 80.00% and less, includes an introductory rate, and presently uses a margin of 0.00 percentage points (0.00%) with a minimum interest rate of 4.50%. Plan 2 is for LTV ratios greater than 80.00%, includes an introductory rate, and presently uses a margin of 1.00 percentage point (1.00%) with a minimum interest rate of 6.00%. Plan 3 is for LTV ratios of 80.00% and less, and presently uses a margin of 0.00 percentage points (0.00%) with a minimum interest rate of 4.50%. Plan 4 is for LTV ratios greater than 80.00%, and presently uses a margin of 1.00 percentage point (1.00%) with a minimum interest rate of 6.00%. Not all applicants may qualify for all Plans.

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 and will be established at the time of each advance, and any subsequent change in the interest rate, to the amount necessary to fully amortize your then outstanding balance by the agreement maturity date, rounded up to the nearest dollar, 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 exceed 120 months. During the repayment period, your minimum periodic payment will be calculated in the same manner as the draw period.

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You can obtain credit advances for 120 months (the draw period). During the draw period, payments will be due on a monthly basis and will be established at the time of each advance, and any subsequent change in the interest rate, to the amount necessary to fully amortize your then outstanding balance by the agreement maturity date, rounded up to the nearest dollar, 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 exceed 120 months. During the repayment period, your minimum periodic payment will be calculated in the same manner as the draw period.

Minimum Payment Examples

Plan 1

If you made only the minimum payments and took no other credit advances, it would take 166 months to pay off a credit advance of \$10,000.00 at an **ANNUAL PERCENTAGE RATE** of 8.00%. During that period, you would make 120 monthly payments of \$100.00, followed by 45 monthly payments of \$100.00, and a final payment of \$35.62.

Plan 2

If you made only the minimum payments and took no other credit advances, it would take 186 months to pay off a credit advance of \$10,000.00 at an **ANNUAL PERCENTAGE RATE** of 9.00%. During that period, you would make 120 monthly payments of \$100.00, followed by 65 monthly payments of \$100.00, and a final payment of \$55.62.

Plan 3

If you made only the minimum payments and took no other credit advances, it would take 166 months to pay off a credit advance of \$10,000.00 at an **ANNUAL PERCENTAGE RATE** of 8.00%. During that period, you would make 120 monthly payments of \$100.00, followed by 45 monthly payments of \$100.00, and a final payment of \$35.62.

Plan 4

If you made only the minimum payments and took no other credit advances, it would take 186 months to pay off a credit advance of \$10,000.00 at an **ANNUAL PERCENTAGE RATE** of 9.00%. During that period, you would make 120 monthly payments of \$100.00, followed by 65 monthly payments of \$100.00, and a final payment of \$55.62.

Fees and Charges

To open a line of credit you may have to pay certain fees to third parties. These fees generally total from \$300.00 - \$800.00. 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.

Tax Deductibility

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

Introductory Rates

Plan 1

For Plan 1 Lines of Credit that do not involve a refinance of balances previously owed to us, such Lines of Credit are subject to an Introductory Rate. For the 12-month period immediately following the Date of Agreement, the **ANNUAL PERCENTAGE RATE** that will apply to your account will be 5.49%*. 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.**

Plan 2

For Plan 2 Lines of Credit that do not involve a refinance of balances previously owed to us, such Lines of Credit are subject to an Introductory Rate. For the 12-month period immediately following the Date of Agreement, the **ANNUAL PERCENTAGE RATE** that will apply to your account will be 5.49%*. 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 regularly scheduled payments 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 last day of each calendar month of each year, rounded up to the nearest 0.125%. 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 subsequently, monthly thereafter. Except for when any introductory rate period expires, your interest rate will never increase or decrease more than two percentage points (2.00) per change date.

The minimum **ANNUAL PERCENTAGE RATE** for Plan 1 and Plan 3 at any time is 4.50%. The minimum **ANNUAL PERCENTAGE RATE** for Plan 2 and Plan 4 at any time is 6.00%. The maximum **ANNUAL PERCENTAGE RATE** for both plans at any time is 20.00%.

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 20.00% would be \$169.90. This Annual Percentage Rate could be reached during the 13th 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 20.00% would be \$193.27. This Annual Percentage Rate could be reached during the 8th 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 20.00% would be \$169.90. This Annual Percentage Rate could be reached during the 13th 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 20.00% would be \$193.27. This Annual Percentage Rate could be reached during the 7th month of the repayment period.

Plan 3

If you had an outstanding balance of \$10,000.00 during the draw period, the minimum payment at the maximum **ANNUAL PERCENTAGE RATE** of 20.00% would be \$169.90. This Annual Percentage Rate could be reached during the 8th 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 20.00% would be \$193.27. This Annual Percentage Rate could be reached during the 8th month of the repayment period.

Plan 4

If you had an outstanding balance of \$10,000.00 during the draw period, the minimum payment at the maximum **ANNUAL PERCENTAGE RATE** of 20.00% would be \$169.90. This Annual Percentage Rate could be reached during the 7th 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 20.00% would be \$193.27. This Annual Percentage Rate could be reached during the 7th 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 2010. 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.

**PLANS WITH AN
INTRODUCTORY RATE**

Year	Index	Margin		ANNUAL PERCENTAGE RATE		Payment Period	Minimum Payment	
		(1)	(2)	(1)	(2)		(1)	(2)
2010	3.25	0.00	1.00	5.49%(3)	5.49%(4)	DRAW	\$100.00(7)	\$100.00(7)
2011	3.25	0.00	1.00	4.50%(5)	6.00%(6)	DRAW	\$100.00(7)	\$100.00(7)
2012	3.25	0.00	1.00	4.50%(5)	6.00%(6)	DRAW	\$100.00(7)	\$100.00(7)
2013	3.25	0.00	1.00	4.50%(5)	6.00%(6)	DRAW	\$100.00(7)	\$100.00(7)
2014	3.25	0.00	1.00	4.50%(5)	6.00%(6)	DRAW	\$100.00(7)	\$100.00(7)
2015	3.25	0.00	1.00	4.50%(5)	6.00%(6)	DRAW	\$100.00(7)	\$100.00(7)
2016	3.50	0.00	1.00	4.50%(5)	6.00%(6)	DRAW	\$100.00(7)	\$100.00(7)
2017	4.25	0.00	1.00	4.50%(5)	6.00%(6)	DRAW	\$100.00(7)	\$100.00(7)
2018	5.25	0.00	1.00	5.25%	6.25%	DRAW	\$100.00(7)	\$100.00(7)
2019	5.00	0.00	1.00	5.00%	6.00%(6)	DRAW	\$100.00(7)	\$100.00(7)
2020	3.25	0.00	1.00	4.50%(5)	6.00%(6)	REPAYMENT	\$100.00(7)	\$100.00(7)
2021	3.25	0.00	1.00	4.50%(5)	6.00%(6)	REPAYMENT	\$0.00	\$100.00(7)
2022	6.25	0.00	1.00	6.25%	7.25%	REPAYMENT	\$0.00	\$0.00
2023	8.50	0.00	1.00	8.50%	9.50%	REPAYMENT	\$0.00	\$0.00
2024	8.00	0.00	1.00	8.00%	9.00%	REPAYMENT	\$0.00	\$0.00

(1) This represents a margin which we have recently used, ANNUAL PERCENTAGE RATE and Minimum Payment for our Plan 1 lines of credit.

(2) This represents a margin which we have recently used, ANNUAL PERCENTAGE RATE and Minimum Payment for our Plan 2 lines of credit.

(3) This represents an introductory rate we have recently used for our Plan 1 lines of credit.

(4) This represents an introductory rate we have recently used for our Plan 2 lines of credit.

(5) This represents the 4.50% minimum interest rate for our Plan 1 lines of credit.

(6) This represents the 6.00% minimum interest rate for our Plan 2 lines of credit.

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

**PLANS WITHOUT AN
INTRODUCTORY RATE**

Year	Index	Margin		ANNUAL PERCENTAGE RATE		Payment Period	Minimum Payment	
		(1)	(2)	(1)	(2)		(1)	(2)
2010	3.25	0.00	1.00	4.50%(3)	6.00%(4)	DRAW	\$100.00(5)	\$100.00(5)
2011	3.25	0.00	1.00	4.50%(3)	6.00%(4)	DRAW	\$100.00(5)	\$100.00(5)
2012	3.25	0.00	1.00	4.50%(3)	6.00%(4)	DRAW	\$100.00(5)	\$100.00(5)
2013	3.25	0.00	1.00	4.50%(3)	6.00%(4)	DRAW	\$100.00(5)	\$100.00(5)
2014	3.25	0.00	1.00	4.50%(3)	6.00%(4)	DRAW	\$100.00(5)	\$100.00(5)
2015	3.25	0.00	1.00	4.50%(3)	6.00%(4)	DRAW	\$100.00(5)	\$100.00(5)
2016	3.50	0.00	1.00	4.50%(3)	6.00%(4)	DRAW	\$100.00(5)	\$100.00(5)
2017	4.25	0.00	1.00	4.50%(3)	6.00%(4)	DRAW	\$100.00(5)	\$100.00(5)
2018	5.25	0.00	1.00	5.25%	6.25%	DRAW	\$100.00(5)	\$100.00(5)
2019	5.00	0.00	1.00	5.00%	6.00%	DRAW	\$100.00(5)	\$100.00(5)
2020	3.25	0.00	1.00	4.50%(3)	6.00%(4)	REPAYMENT	\$100.00(5)	\$100.00(5)
2021	3.25	0.00	1.00	4.50%(3)	6.00%(4)	REPAYMENT	\$0.00	\$100.00(5)
2022	6.25	0.00	1.00	6.25%	7.25%	REPAYMENT	\$0.00	\$0.00
2023	8.50	0.00	1.00	8.50%	9.50%	REPAYMENT	\$0.00	\$0.00
2024	8.00	0.00	1.00	8.00%	9.00%	REPAYMENT	\$0.00	\$0.00

(1) This represents a margin which we have recently used, ANNUAL PERCENTAGE RATE and Minimum Payment for our Plan 3 lines of credit.

(2) This represents a margin which we have recently used, ANNUAL PERCENTAGE RATE and Minimum Payment for our Plan 4 lines of credit.

(3) This represents the 4.50% minimum interest rate for our Plan 3 lines of credit.

(4) This represents the 6.00% minimum interest rate for our Plan 4 lines of credit.

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