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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 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 (which action includes death of the borrower obligated under the plan), 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) you fail to maintain the Security Property as your principal residence; (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 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; (9) the maximum annual percentage rate under the plan is reached; or (10) 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 180 months (the draw period). During the draw period, payments will be due on a monthly basis. Your minimum periodic payment will be an amount equal to all accrued yet unpaid finance charges due as shown on the statement, plus any other fees and charges owing on such statement.

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 is 120 months. During the repayment period, your minimum periodic payment will be established on the first day of the repayment period and subsequently, on the first day of each calendar quarter thereafter (e.g. January 1st, April 1st, July 1st, and October 1st) following an Index change, to the amount necessary to fully amortize Your then outstanding account balance by the Agreement Maturity Date.

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 8.50%. During that period, you would make 180 monthly payments of \$70.84 followed by 119 monthly payments of \$123.99, and a final payment of \$124.99.

Fees And Charges

To open a line of credit, you will have to pay certain fees to third parties. These fees generally range from \$0.00 to \$851.00. 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.

Variable Rate

This plan has a variable-rate feature and the Annual Percentage Rate (corresponding to the periodic rate), and the amount of your 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 highest Prime Rate as published in the Money Rates Section of The Wall Street Journal in effect on the last day of each calendar quarter. 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, discounted rate 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 quarterly. Other than the minimum and maximum Annual Percentage Rates that can apply at any time to this account, there is no limit on the amount by which your interest rate can change.

The maximum **ANNUAL PERCENTAGE RATE** at any time is 25.00%. The minimum **ANNUAL PERCENTAGE RATE** at any time is 4.00%.

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 25.00% would be \$208.36. This Annual Percentage Rate could be reached during the 1st month of the draw period for plans that do not have an Introductory Rate, and the 13th month of the draw period for plans that do have 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 25.00% would be \$227.51. 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 2010. The index is from The Wall Street Journal and is calculated on the first business day of April 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 (2)	Payment Period	Minimum Payment (2)
2010	3.25	0.00	4.00%(3)	DRAW	\$33.34
2011	3.25	0.00	4.00%(3)	DRAW	\$33.34
2012	3.25	0.00	4.00%(3)	DRAW	\$33.34
2013	3.25	0.00	4.00%(3)	DRAW	\$33.34
2014	3.25	0.00	4.00%(3)	DRAW	\$33.34
2015	3.25	0.00	4.00%(3)	DRAW	\$33.34
2016	3.50	0.00	4.00%(3)	DRAW	\$33.34
2017	4.00	0.00	4.00%	DRAW	\$33.34
2018	4.75	0.00	4.75%	DRAW	\$39.59
2019	5.50	0.00	5.50%	DRAW	\$45.84
2020	3.25	0.00	4.00%(3)	DRAW	\$33.34
2021	3.25	0.00	4.00%(3)	DRAW	\$33.34
2022	3.50	0.00	4.00%(3)	DRAW	\$33.34
2023	8.00	0.00	8.00%	DRAW	\$66.67
2024	8.50	0.00	8.50%	DRAW	\$70.84
2025	7.50	0.00	7.50%	DRAW	\$62.51

(1) This represents a margin we have recently used.
(2) This represents the annual percentage rate and minimum payment for our line of credit.
(3) This represents the minimum Interest Rate.