

# Important Terms of Our Home Equity Line of Credit

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**Lender: Bankers Trust | NMLS# 440379**

This disclosure contains important information about our Home Equity Line of Credit. **You should read it carefully and keep a copy for your records.**

## Availability of Terms

The terms described below are subject to change at any time. 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 that you have paid to us or anyone else in connection with your application.

## Security Interest

We will take a mortgage, deed of trust or other security interest on your home. You could lose your home if you do not meet the obligations in your agreement with us.

## Possible Actions

We can terminate your line, require you to pay us the entire outstanding balance in one payment, and charge you certain fees if:

- You do not make a payment within 10 days of the required payment due date.
- The prospect of payment, performance, or realization of our rights in the collateral is significantly impaired by your action or inaction (including, for example, if you engage in fraud or material misrepresentation in connection with the line at any time).
- You fail to observe any other covenant in the agreement, and thereby (i) materially impair the condition, value, or protection of, or our rights in the collateral, or (ii) materially impair your prospect of paying amounts due (including, for example, if you engage in fraud or material misrepresentation in connection with the line at any time.)

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

- The value of the dwelling securing the line declines significantly below its appraised value for purposes of the line.
- We reasonably believe you will not be able to meet the repayment requirements due to a material change in your financial circumstances.
- You are in default of a material obligation in the agreement.
- Government action prevents us from imposing the annual percentage rate provided for or impairs our security interest such that the value of the security interest is less than 120 percent of the credit line.
- A regulatory agency has notified us that continued advances would constitute an unsafe and unsound practice.
- The maximum annual percentage rate is reached.

The initial agreement permits us to make certain changes to the terms of the agreement at specified times or upon the occurrence of specified events.

## Minimum Payment Requirements

You can obtain advances of credit for **120 months** (the "Draw Period"). Payments will be due monthly during the Draw Period, and will be determined as described below:

## Monthly Payments of Interest and Fees

The amount of finance charge accrued on outstanding advances each month, plus any fees and any amounts past due.

This minimum payment will not reduce the principal that is outstanding on your credit line.

After the Draw Period ends, you will no longer be able to obtain credit advances and must pay the outstanding balance in a **single balloon payment**.

#### *Minimum Payment Example*

If you made only the minimum monthly payments and took no other credit advances, it would take **120 months** to pay off a credit advance of \$10,000 at an **ANNUAL PERCENTAGE RATE** of **8.500%**. During that period, you would make **119** monthly payments varying between **\$65.21** and **\$72.19** and a final balloon payment of **\$10,069.86**.

#### **Fees and Charges**

You must pay the following fees to open and maintain your line of credit:

- *Closing Fees to Us*  
You must pay the following to us to open your line of credit:  
Deferred Processing Fee of **\$250.00**
- *Estimation of Third Party Closing Fees*  
The following is a good faith estimation of the fees you will have to pay at closing to third parties to open your line of credit: *N/A - There are no fees to be paid to third parties to open your line of credit*
- *Fees to Use Your Account*  
You must pay us the following fees to use your account: Annual Fee of **\$15.00** (due each year beginning on the first anniversary until the end of the Draw Period)
- *Property Insurance*  
In addition to the fees and charges described above in this section, you must carry insurance (hazard and flood insurance, as applicable) on the property that secures the line of credit. *You may obtain all required property insurance from and through anyone you choose that is reasonably acceptable to us. (You may not obtain required property insurance from or through us.)*

#### **Tax Deductibility**

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

#### **Variable-Rate Feature**

The line has a variable rate feature, and the annual percentage rate (corresponding to the periodic rate) and the minimum payment can change as a result of this feature. The annual percentage rate includes only interest and not other costs.

The variable annual percentage rate will be based on the value of an index. The index is the most recently published *Prime Rate* as of each day in the "Money Rates" table in The Wall Street Journal. (If more than one index value is published we will use the highest published index value.)

To determine the annual percentage rate that will apply to your line, 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 credit line, rate information will be provided on periodic statements that we will send you.

#### **Rate Changes**

The annual percentage rate can change daily if the index value changes. The maximum **ANNUAL PERCENTAGE RATE** that can apply under the variable-rate feature is **21.000%**. Except for this lifetime rate cap, there is no limit on the amount by which the variable interest rate can increase during any one year period. The minimum **ANNUAL PERCENTAGE RATE** that can apply under the variable-rate feature is **2.000%**.

#### **Maximum Rate and Payment Example**

If you had an outstanding balance of \$10,000 during the draw period, the minimum monthly payment during the draw

period at the maximum **ANNUAL PERCENTAGE RATE** of **21.000%** (this maximum rate is **12.5** percentage points above the most recent index plus margin shown in the Historical Example below) would be **\$161.10**. This annual percentage rate could be reached on the first day following the date your line of credit is opened.

### Historical Example

The following table shows how the annual percentage rate and the minimum monthly 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 **August 1<sup>st</sup>** of each year. While only one payment amount per year is shown, payments could have varied during each year of the draw period. The table assumes that no additional credit advances were taken, that only the minimum payments were made each month, and that the rate remained constant during each year. The table does not necessarily indicate how the index or your payments will change in the future. A balloon payment of **\$10,043.15** would be due at the end of the draw period.

	Year	Index	Margin*	Annual Percentage Rate	Minimum Monthly Payment
Draw Period	2010	3.250 %	0.000 %	3.250 %	\$24.93
	2011	3.250 %	0.000 %	3.250 %	\$24.93
	2012	3.250 %	0.000 %	3.250 %	\$25.75
	2013	3.250 %	0.000 %	3.250 %	\$24.93
	2014	3.250 %	0.000 %	3.250 %	\$24.93
	2015	3.250 %	0.000 %	3.250 %	\$24.93
	2016	3.500 %	0.000 %	3.500 %	\$27.73
	2017	4.250 %	0.000 %	4.250 %	\$32.60
	2018	5.000 %	0.000 %	5.000 %	\$38.36
	2019	5.250 %	0.000 %	5.250 %	\$40.27
	2020	3.250 %	0.000 %	3.250 %	
	2021	3.250 %	0.000 %	3.250 %	
	2022	5.500 %	0.000 %	5.500 %	
	2023	8.500 %	0.000 %	8.500 %	
	2024	8.500 %	0.000 %	8.500 %	

\* This is a margin we have used recently; your margin may be different.

\*\* This rate reflects the lifetime rate cap.

\*\*\* This rate reflects the lifetime rate floor.

# Important Terms of Your Home Equity Line of Credit

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## Addendum for Deferred Processing Fee

Bankers Trust Company "Lender" agrees to pay certain fees incurred for processing the home equity line of credit application on behalf of Borrower(s). These Deferred Processing Fees include, but are not limited to: third-party fees for flood certification, property valuation, title search and government recording fees. Should Borrower(s) close the home equity line of credit prior to the expiration of 36 months from the date of its origination a Deferred Processing Fee of \$250 will be assessed to reimburse Lender.