QUAIL CREEK BANK, n.a.

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Lender

## HELOC-1

This disclosure contains important information about our HELOC. You should read it carefully and keep a copy for your records.

- 1. AVAILABILITY OF TERMS. All of the 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 that you have paid to us or anyone else in connection with your application.
- 2. SECURITY INTEREST. We will take a security interest in your home. You could lose your home if you do not meet the obligations in your agreement with us.
- 3. POSSIBLE ACTIONS. Under certain circumstances, we can:
  - A. Terminate your line of credit and require you to pay us the entire outstanding balance in one payment;
  - B. Refuse to make additional extensions of credit; and
  - C. Reduce your credit limit.

We can terminate your line of credit and require you to pay us the entire outstanding balance in one payment if:

- A. You engage in fraud or material misrepresentation in connection with the line of credit;
- B. You fail to make a payment as required by the agreement; or
- C. Your action or inaction adversely affects the collateral or our rights in the collateral.

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

- A. The value of the dwelling securing the line of credit declines significantly below its appraised value for purposes of the line of credit;
- B. We reasonably believe you will not be able to meet the repayment requirements under the line of credit due to a material change in your financial circumstances:
- C. You are in default of a material obligation of the agreement;
- D. Government action prevents us from imposing the annual percentage rate provided for in the agreement, or impairs our security interest such that the value of the interest is less than 120 percent of the credit limit on the line of credit;
- E. A regulatory agency has notified us that continued advances would constitute an unsafe and unsound practice; or
- F. The maximum annual percentage rate is reached.
- 4. MINIMUM PAYMENT REQUIREMENTS. You can obtain credit advances for 84 months. During this period, payments will be due monthly. Your minimum monthly payment will equal the greater of the following:
- \* \$100.00; or
- \* 1.000 percent of the principal balance outstanding on the last day of the billing cycle.

The minimum payment amount will be rounded to the nearest \$.01. Whenever a flat dollar amount is used to determine the minimum payment however, the minimum payment will be rounded to the nearest \$.01. The minimum monthly payments may not be sufficient to fully repay the principal that is outstanding on your line of credit at the end of 84 months. If they are not, you will, to the extent permitted by law, be required to pay the entire balance in a single payment.

- 5. MINIMUM PAYMENT EXAMPLE. If you made only the minimum monthly payment and took no other credit advances, it would take 7 years to pay off a credit advance of \$10,000.00 at an ANNUAL PERCENTAGE RATE of 4.500%. During that period, you would make 83 payments of \$100.00 with a final payment
- 6. FEES AND CHARGES. To open and maintain a line of credit, you must pay the following fees to us:

Description Amount When Charged

NSF Handling Fees \$5.00 At the time a payment is returned to us for non-sufficient funds

Late Charge: If a payment is 11 days or more late, I will be charged 5.00% of the unpaid portion of my regular scheduled payment. However, Lender may charge the maximum delinquency charge authorized by law as it may be increased during the term of the loan.

Third Party Fees: You must pay certain fees to third parties such as appraisers, credit reporting firms and government agencies.

These third party fees generally total between \$300.00 and \$3,000.00. We estimate the breakdown as follows:

Description When Charged

Appraisal \$300.00-\$1,500.00 At Account Opening (For Loans \$400,000.00 and Greater) Title Insurance \$500.00-\$3,000.00 At Account Opening (For Loans Exceeding \$100,000.00)

- 7. REFUNDABILITY OF FEES. If you decide not to enter into this plan within three business days of receiving this disclosure and the home equity brochure, you are entitled to a refund of any fee you may have already paid.
- 8. NEGATIVE AMORTIZATION. Under some circumstances, your monthly payment will not cover the finance charges that accrue and "negative amortization" will occur. Negative amortization will increase the amount that you owe us and reduce your equity in your home.
- 9. TAX DEDUCTIBILITY. You should consult a tax advisor regarding the deductibility of interest and charges for the line of credit.
- 10. AVAILABILITY OF OTHER HOME EQUITY PLANS. If you ask, we will provide you with information on our other available home equity lines of credit.
- 11. VARIABLE RATE FEATURES. This line of credit has a variable rate feature and the annual percentage rate (corresponding to the periodic rate) and the minimum monthly payment can change as a result. The annual percentage rate includes only interest and not other costs. The annual percentage rate is based on the value of an index. The index is the base rate on corporate loans posted by at least 70% of the 10 largest U.S. banks known as the Wall Street Journal U.S. Prime Rate and is published daily in the Wall Street Journal. 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, and annual percentage rate. After you open a line of credit, rate information will be provided on periodic statements that we send you.
- 12. RATE CHANGES. The annual percentage rate can change annually. There is no limit on the amount by which the rate can change in any one year period. The maximum ANNUAL PERCENTAGE RATE that can apply during the line of credit is 18.000 percent. The minimum ANNUAL PERCENTAGE RATE that can apply during the line of credit is 4.500 percent.
- 13. MAXIMUM RATE AND PAYMENT EXAMPLES. If you had an outstanding balance of \$10,000.00 the minimum monthly payment at the maximum ANNUAL PERCENTAGE RATE of 18.000 percent would be \$100.00. The maximum annual percentage rate could be reached in the 1st month (1 month) following an initial hold of 1 year.
- 14. ADDITIONAL TERMS. THIRD PARTY FEES: You may be subject to pay certain fees to third parties such as appraisers, credit reporting firms, and government agencies.

These third party fees generally total between \$300.00 and \$3,000.00. We estimate the breakdown of these as follows: Appraisal: \$300.00-\$1,500.00 at account opening (for loans exceeding \$400,000.00). Title Insurance: \$500.00-\$3,000.00 at account opening (for loans exceeding \$100,000.00).

15. HISTORICAL EXAMPLES. The following table shows how the annual percentage rate and the minimum payments for a single \$10,000.00 credit advance would have changed based on changes in the index over the last 15 years. The index values are from the first business day of July. The table assumes that no additional credit advances were taken, that only the minimum payment was made, and that the rate remained constant during each year. It does not necessarily indicate how the index or your payments would change in the future.

Year	Index	Margin	ANNUAL		Minimum	
	(%)	(%)	PERCENTAGE		Monthly	
			RATE		Payment	
			(%)		(\$)	
2007	8.250	0.000	8.250		100.00	
2008	5.000	0.000	5.000		100.00	
2009	3.250	0.000	4.500	(K)	100.00	
2010	3.250	0.000	4.500	(K)	100.00	
2011	3.250	0.000	4.500	(K)	100.00	
2012	3.250	0.000	4.500	(K)	100.00	
2013	3.250	0.000	4.500	(K)	100.00	
2014	3.250	0.000	4.500	(K)	N/A	
2015	3.250	0.000	4.500	(K)	N/A	
2016	3.500	0.000	4.500	(K)	N/A	
2017	4.250	0.000	4.500	(K)	N/A	
2018	5.000	0.000	5.000		N/A	
2019	5.500	0.000	5.500		N/A	
2020	3.250	0.000	4.500	(K)	N/A	
2021	3.250	0.000	4.500	(K)	N/A	

(K) This reflects a lifetime floor of 4.500 percent.

This is not a commitment to make a loan.