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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. THE TERMS FOR ALL PLANS ARE THE SAME EXCEPT FOR WHERE OTHERWISE INDICATED.

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, 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 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) 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% 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.

Minimum Payment Requirements

Interest Only Plan

You can obtain credit advances for 60 months (the draw period). During the draw period, payments will be due on a monthly basis. During the draw period, your minimum periodic payment will be (other than for any credit insurance premiums) established at the close of each billing cycle at an amount equal to all accrued but unpaid Finance Charges.

After the draw period ends, you will no longer be able to obtain credit advances and you must repay your outstanding account balance in a single balloon payment. Paying only the minimum payment may not be sufficient to fully amortize your unpaid Account balance by the end of the repayment period in which case, you will be required to pay your entire remaining balance in a single balloon payment on the Agreement Maturity Date.

Standard Plan

You can obtain credit advances for 96 months (the draw period). During the draw period, payments will be due on a monthly basis. During the draw period, your minimum periodic payment will be established and fixed at the time of each advance (other than for any credit insurance premiums) to the amount necessary to fully amortize your outstanding account balance no later than the Agreement Maturity Date.

After the draw period ends, you will no longer be able to obtain credit advances (other than for any credit insurance premiums) and you must repay your outstanding account balance (the repayment period). The length of the repayment period will 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. Paying only the minimum payment may not be sufficient to fully amortize your unpaid Account balance by the end of the repayment period in which case, you will be required to pay your entire remaining balance in a single balloon payment on the Agreement Maturity Date.

Introductory Rate Plan

You can obtain credit advances for 120 months (the draw period). During the draw period, payments will be due on a monthly basis. During the draw period, your minimum periodic payment will be established at the time of each advance or expiration of the introductory rate period (other than for any credit insurance premiums) to the amount necessary to fully amortize your then outstanding account balance no later than the Agreement Maturity Date.

After the draw period ends, you will no longer be able to obtain credit advances (other than for any credit insurance premiums) and you must repay your outstanding account balance (the repayment period). The length of the repayment period will 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. Paying only the minimum payment may not be sufficient to fully amortize your unpaid Account balance by the end of the repayment period in which case, you will be required to pay your entire remaining balance in a single balloon payment on the Agreement Maturity Date.

Minimum Payment Example

Interest Only Plan - 80.00% and less loan-to-value

If you made only the minimum payments and took no other credit advances, it would take 60 months to pay off a credit advance of \$10,000 at an **ANNUAL PERCENTAGE RATE** of 7.00%. During that period, you would make 59 monthly payments of \$58.34, followed by a final balloon payment of \$10,058.34.

Interest Only Plan - 80.01% through 90.00% loan-to-value

If you made only the minimum payments and took no other credit advances, it would take 60 months to pay off a credit advance of \$10,000 at an **ANNUAL PERCENTAGE RATE** of 7.50%. During that period, you would make 59 monthly payments of \$62.51, followed by a final balloon payment of \$10,062.51.

Interest Only Plan - 90.01% through 100.00% loan-to-value

If you made only the minimum payments and took no other credit advances, it would take 60 months to pay off a credit advance of \$10,000 at an **ANNUAL PERCENTAGE RATE** of 8.00%. During that period, you would make 59 monthly payments of \$66.67, followed by a final balloon payment of \$10,066.67.

Standard Plan - 80.00% and less loan-to-value

If you made only the minimum payments and took no other credit advances, it would take 216 months to pay off a credit advance of \$10,000 at an **ANNUAL PERCENTAGE RATE** of 4.50%. During that period, you would make 96 monthly payments of \$67.73 followed by 119 monthly payments of \$67.63 and a final payment of \$68.63.

Standard Plan - 80.01% through 90.00% loan-to-value

If you made only the minimum payments and took no other credit advances, it would take 216 months to pay off a credit advance of \$10,000 at an **ANNUAL PERCENTAGE RATE** of 5.00%. During that period, you would make 96 monthly payments of \$70.30 followed by 119 monthly payments of \$70.30 and a final payment of \$71.30.

Standard Plan - 90.01% through 100.00% loan-to-value

If you made only the minimum payments and took no other credit advances, it would take 216 months to pay off a credit advance of \$10,000 at an **ANNUAL PERCENTAGE RATE** of 5.50%. During that period, you would make 96 monthly payments of \$73.03 followed by 119 monthly payments of \$73.03 and a final payment of \$74.03.

Introductory Rate Plan - 80.00% and less loan-to-value

If you made only the minimum payments and took no other credit advances, it would take 240 months to pay off a credit advance of \$10,000 at an **ANNUAL PERCENTAGE RATE** of 4.00%. During that period, you would make 120 monthly payments of \$60.60 followed by 119 monthly payments of \$60.60 and a final payment of \$61.60.

Introductory Rate Plan - 80.01% through 90.00% loan-to-value

If you made only the minimum payments and took no other credit advances, it would take 240 months to pay off a credit advance of \$10,000 at an **ANNUAL PERCENTAGE RATE** of 4.25%. During that period, you would make 120 monthly payments of \$61.92 followed by 119 monthly payments of \$61.92 and a final payment of \$62.92.

Introductory Rate Plan - 90.01% through 100.00% loan-to-value

If you made only the minimum payments and took no other credit advances, it would take 240 months to pay off a credit advance of \$10,000 at an **ANNUAL PERCENTAGE RATE** of 5.25%. During that period, you would make 120 monthly payments of \$67.39 followed by 119 monthly payments of \$67.39 and a final payment of \$68.39.

Negative Amortization

Standard Plan

Under some circumstances, your 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.

Amortizing Plan

Under some circumstances, your 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.

Fees And Charges

To open a line of credit, you must pay certain fees to third parties. These fees generally total from zero to \$850. 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.

Minimum Draw And Balance Requirements

The minimum credit advance you can receive is \$100.

Tax Deductibility

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

Variable Rate Feature

These plans have a Variable Rate feature. The Annual Percentage Rate (corresponding to the periodic rate) can change as a result. The amount of your scheduled payments, or the number of your scheduled payments and/or the amount of your final payment can also change. For Interest Only Plans, the amount of your payment can change as a result of the variable rate feature. And for Standard and Amortizing Plans, the number of your scheduled payments and/or the amount of your final payment can change as a result of the variable rate feature. 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 month of each year. If more than one rate is shown, we will use the higher rate. 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

Interest Only Plans

Your Annual Percentage Rate can change monthly. There is no limit on the amount by which the interest rate can change during any one-year period other than the maximum and minimum Annual Percentage Rates that can apply at any time to this account.

The maximum **ANNUAL PERCENTAGE RATE** at any time is 17.95%. For lines of credit having a loan-to-value equal to 80.00% or less the minimum **ANNUAL PERCENTAGE RATE** is 7.00%. For lines of credit having a loan-to-value greater than 80.00% but less than 90.01% the minimum **ANNUAL PERCENTAGE RATE** is 7.50%. For lines of credit having a loan-to-value greater than 90.00% but less than 100.01% the minimum **ANNUAL PERCENTAGE RATE** is 8.00%.

Standard Plans

Your Annual Percentage Rate can change monthly. There is no limit on the amount by which the interest rate can change during any one-year period other than the maximum and minimum Annual Percentage Rates that can apply at any time to this account.

The maximum **ANNUAL PERCENTAGE RATE** at any time is 17.95%. For lines of credit having a loan-to-value equal to 80.00% or less the minimum **ANNUAL PERCENTAGE RATE** is 4.50%. For lines of credit having a loan-to-value greater than 80.00% but less than 90.01% the minimum **ANNUAL PERCENTAGE RATE** is 5.00%. For lines of credit having a loan-to-value greater than 90.00% but less than 100.01% the minimum **ANNUAL PERCENTAGE RATE** is 5.50%.

Introductory Rate Plan

Your Annual Percentage Rate can change upon the expiration of the introductory rate period and monthly thereafter. There is no limit on the amount by which the interest rate can change during any one-year period other than the maximum and minimum Annual Percentage Rates that can apply at any time to this account.

The maximum **ANNUAL PERCENTAGE RATE** at any time is 17.95%. Except for during any introductory rate period, the minimum **ANNUAL PERCENTAGE RATE** is 4.00%.

Introductory Rate

Introductory Rate Plan

For the 12-month period immediately following the Date of Agreement, the **ANNUAL PERCENTAGE RATE** that will apply to your account will be as low as 2.90%*, depending on your creditworthiness and loan-to-value ratio. 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.

Maximum Rate And Payment Examples

Interest Only Plans

If you had an outstanding balance of \$10,000 during the draw period, the minimum payment at the maximum **ANNUAL PERCENTAGE RATE** of 17.95% would be \$149.60. This Annual Percentage Rate could be reached during the 1st month of the draw period.

Standard Plans

If you had an outstanding balance of \$10,000 during the draw period, the minimum payment at the maximum **ANNUAL PERCENTAGE RATE** of 17.95% would be \$155.91. This Annual Percentage Rate could be reached during the 1st month of the draw period.

If you had an outstanding balance of \$10,000 during the repayment period, the minimum payment at the maximum **ANNUAL PERCENTAGE RATE** of 17.95% would be \$179.87. This Annual Percentage Rate could be reached during the 1st month of the repayment period.

Introductory Rate Plan

If you had an outstanding balance of \$10,000 during the draw period, the minimum payment at the maximum **ANNUAL PERCENTAGE RATE** of 17.95% would be \$153.96. This Annual Percentage Rate could be reached during the 13th month of the draw period.

If you had an outstanding balance of \$10,000 during the repayment period, the minimum payment at the maximum **ANNUAL PERCENTAGE RATE** of 17.95% would be \$179.87. 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 credit advance would have changed based on changes in the index since 1999. The index is from the Wall Street Journal and is calculated on the first day of March 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.

Interest Only Plans

Year	Index	Margin			ANNUAL PERCENTAGE RATE			Payment Period	Minimum Payment		
		(1)	(2)	(3)	(1)	(2)	(3)		(1)	(2)	(3)
1999	7.75	2.00	3.00	4.00	9.75%	10.75%	11.75%	DRAW	\$81.26	\$89.59	\$97.93
2000	8.75	2.00	3.00	4.00	10.75%	11.75%	12.75%	DRAW	\$89.59	\$97.93	\$106.26
2001	8.50	2.00	3.00	4.00	10.50%	11.50%	12.50%	DRAW	\$87.51	\$95.84	\$104.18
2002	4.75	2.00	3.00	4.00	7.00% (4)	7.75%	8.75%	DRAW	\$58.34	\$64.59(8)	\$72.92(9)
2003	4.25	2.00	3.00	4.00	7.00% (4)	7.50% (5)	8.25%	DRAW	\$58.34(7)	\$62.51	\$68.76
2004	4.00	2.00	3.00	4.00	7.00% (4)	7.50% (5)	8.00%		\$0.00	\$0.00	\$0.00
2005	5.50	2.00	3.00	4.00	7.50%	8.50%	9.50%		\$0.00	\$0.00	\$0.00
2006	7.50	2.00	3.00	4.00	9.50%	10.50%	11.50%		\$0.00	\$0.00	\$0.00
2007	8.25	2.00	3.00	4.00	10.25%	11.25%	12.25%		\$0.00	\$0.00	\$0.00
2008	6.00	2.00	3.00	4.00	8.00%	9.00%	10.00%		\$0.00	\$0.00	\$0.00
2009	3.25	2.00	3.00	4.00	7.00% (4)	7.50% (5)	8.00% (6)		\$0.00	\$0.00	\$0.00
2010	3.25	2.00	3.00	4.00	7.00% (4)	7.50% (5)	8.00% (6)		\$0.00	\$0.00	\$0.00
2011	3.25	2.00	3.00	4.00	7.00% (4)	7.50% (5)	8.00% (6)		\$0.00	\$0.00	\$0.00
2012	3.25	2.00	3.00	4.00	7.00% (4)	7.50% (5)	8.00% (6)		\$0.00	\$0.00	\$0.00
2013	3.25	2.00	3.00	0.00	7.00% (4)	7.50% (5)	8.00% (6)		\$0.00	\$0.00	\$0.00

- (1) This represents a Margin we have recently used, Annual Percentage Rate and Minimum Payment for our Interest Only Lines of Credit having a loan-to-value less than 80.01%.
- (2) This represents a Margin we have recently used, Annual Percentage Rate and Minimum Payment for our Interest Only Lines of Credit having a loan-to-value of 80.01% - 90.00%.
- (3) This represents a Margin we have recently used, Annual Percentage Rate and Minimum Payment for our Interest Only Lines of Credit having a loan-to-value of 90.01% - 100.00%.
- (4) This represents the 7.00% Minimum Interest Rate.
- (5) This represents the 7.50% Minimum Interest Rate.
- (6) This represents the 8.00% Minimum Interest Rate.
- (7) This represents 11 payments of \$58.34, followed by one final balloon payment of \$10,058.34.
- (8) This represents 11 payments of \$62.51, followed by one final balloon payment of \$10,062.51.
- (9) This represents 11 payments of \$68.76, followed by one final balloon payment of \$10,068.76.

Standard Plans

**ANNUAL
PERCENTAGE
RATE**

Year	Index	Margin			ANNUAL PERCENTAGE RATE			Payment Period	Minimum Payment		
		(1)	(2)	(3)	(1)	(2)	(3)		(1)	(2)	(3)
1999	7.75	0.00	1.00	2.00	7.75%	8.75%	9.75%	DRAW	\$85.99	\$92.09	\$98.39
2000	8.75	0.00	1.00	2.00	8.75%	9.75%	10.75%	DRAW	\$85.99	\$92.09	\$98.39
2001	8.50	0.00	1.00	2.00	8.50%	9.50%	10.50%	DRAW	\$85.99	\$92.09	\$98.39
2002	4.75	0.00	1.00	2.00	4.75%	5.75%	6.75%	DRAW	\$85.99	\$92.09	\$98.39
2003	4.25	0.00	1.00	2.00	4.50% (4)	5.25%	6.25%	DRAW	\$85.99	\$92.09	\$98.39
2004	4.00	0.00	1.00	2.00	4.50% (4)	5.00%	6.05%	DRAW	\$85.99	\$92.09	\$98.39
2005	5.50	0.00	1.00	2.00	5.50%	6.50%	7.50%	DRAW	\$85.99	\$92.09	\$98.39
2006	7.50	0.00	1.00	2.00	7.50%	8.50%	9.50%	DRAW	\$85.99	\$92.09	\$98.39
2007	8.25	0.00	1.00	2.00	8.25%	9.25%	10.25%	REPAYMENT	\$85.99	\$92.09	\$98.39
2008	6.00	0.00	1.00	2.00	6.00%	7.00%	8.00%	REPAYMENT	\$85.99	\$92.09	\$98.39
2009	3.25	0.00	1.00	2.00	4.50% (4)	5.00% (5)	5.50% (6)	REPAYMENT	\$85.99	\$92.09	\$98.39
2010	3.25	0.00	1.00	2.00	4.50% (4)	5.00% (5)	5.50% (6)	REPAYMENT	\$85.99	\$92.09	\$98.39
2011	3.25	0.00	1.00	2.00	4.50% (4)	5.00% (5)	5.50% (6)	REPAYMENT	\$85.99	\$92.09	\$98.39
2012	3.25	0.00	1.00	2.00	4.50% (4)	5.00% (5)	5.50% (6)	REPAYMENT	\$85.99	\$92.09	\$98.39
2013	3.25	0.00	1.00	2.00	4.50% (4)	5.00% (5)	5.50% (6)	REPAYMENT	\$85.99	\$92.09	\$98.39

- (1) This represents a Margin we have recently used, Annual Percentage Rate and Minimum Payment for our Standard Lines of Credit having a loan-to-value less than 80.01%.
- (2) This represents a Margin we have recently used, Annual Percentage Rate and Minimum Payment for our Standard Lines of Credit having a loan-to-value of 80.01% - 90.00%.
- (3) This represents a Margin we have recently used, Annual Percentage Rate and Minimum Payment for our Standard Lines of Credit having a loan-to-value of 90.01% - 100.00%.
- (4) This represents the 5.00% Minimum Interest Rate.
- (5) This represents the 5.50% Minimum Interest Rate.
- (6) This represents the 6.00% Minimum Interest Rate.

Introductory Rate Plans

**ANNUAL
PERCENTAGE
RATE**

Year	Index	Margin			ANNUAL PERCENTAGE RATE			Payment Period	Minimum Payment		
		(1)	(2)	(3)	(1)	(2)	(3)		(1)	(2)	(3)
1999	7.75	0.00	1.00	2.00	2.90% (4)	3.90% (5)	4.90% (6)	DRAW	\$54.96	\$60.07	\$65.44
2000	8.75	0.00	1.00	2.00	8.75%	9.75%	10.75%	DRAW	\$86.74	\$93.25	\$99.97
2001	8.50	0.00	1.00	2.00	8.50%	9.50%	10.50%	DRAW	\$86.74	\$93.25	\$99.97
2002	4.75	0.00	1.00	2.00	4.75%	5.75%	6.75%	DRAW	\$86.74	\$93.25	\$99.97
2003	4.25	0.00	1.00	2.00	4.25%	5.25%	6.25%	DRAW	\$86.74	\$93.25	\$99.97
2004	4.00	0.00	1.00	2.00	4.00%	5.00%	6.00%	DRAW	\$86.74	\$93.25	\$99.97
2005	5.50	0.00	1.00	2.00	5.50%	6.50%	7.50%	DRAW	\$86.74	\$93.25	\$99.97
2006	7.50	0.00	1.00	2.00	7.50%	8.50%	9.50%	DRAW	\$86.74	\$93.25	\$99.97
2007	8.25	0.00	1.00	2.00	8.25%	9.25%	10.25%	DRAW	\$86.74	\$93.25	\$99.97
2008	6.00	0.00	1.00	2.00	6.00%	7.00%	8.00%	DRAW	\$86.74	\$93.25	\$99.97
2009	3.25	0.00	1.00	2.00	4.00% (7)	4.25%	5.25%	REPAYMENT	\$86.74	\$93.25	\$99.97
2010	3.25	0.00	1.00	2.00	4.00% (7)	4.25%	5.25%	REPAYMENT	\$86.74	\$93.25	\$99.97
2011	3.25	0.00	1.00	2.00	4.00% (7)	4.25%	5.25%	REPAYMENT	\$86.74	\$93.25	\$99.97
2012	3.25	0.00	1.00	2.00	4.00% (7)	4.25%	5.25%	REPAYMENT	\$86.74	\$93.25	\$99.97
2013	3.25	0.00	1.00	2.00	4.00% (7)	4.25%	5.25%	REPAYMENT	\$86.74	\$93.25	\$99.97

- (1) This represents a Margin we have recently used, Annual Percentage Rate and Minimum Payment for Introductory Rate Lines of Credit having a loan-to-value less than 80.01%.
- (2) This represents a Margin we have recently used, Annual Percentage Rate and Minimum Payment for Introductory Rate Lines of Credit having a loan-to-value of 80.01% - 90.00%.
- (3) This represents a Margin we have recently used, Annual Percentage Rate and Minimum Payment for Introductory Rate Lines of Credit having a loan-to-value of 90.01% - 100.00%.
- (4) This represents and introductory rate we have recently used for Introductory Rate Lines of Credit having a loan-to-value less than 80.01%.
- (5) This represents and introductory rate we have recently used for Introductory Rate Lines of Credit having a loan-to-value less than 80.01% - 90.00%.
- (6) This represents and introductory rate we have recently used for Introductory Rate Lines of Credit having a loan-to-value less than 90.01% - 100.00%.
- (7) This represents the 4.00% Minimum Interest Rate.