

## REGIONAL federal credit union

Hammond, IN 46323



# **Line-of-Credit Predisclosure**

# IMPORTANT TERMS OF OUR HOME EQUITY LINE OF CREDIT

This disclosure contains important information about your Home Equity Open-End Credit Plan. You should read it carefully and keep a copy for your records.

Availability of Terms: All of the terms described below are subject to change. If any of 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 paid to us or anyone else in connection with your application.

Security Interest: We will take a security interest in your home through a Mortgage. You could lose your home if you do not meet the obligations in your agreement with us. **Possible Actions:** 

#### **Termination and Acceleration**

We can terminate the Home Equity Open-End Credit Plan and require you to pay us the entire outstanding balance in one payment and charge you certain fees if:

- (a) you commit fraud or material misrepresentation at any time in connection with this Plan;
- (b) you do not meet the repayment terms of this Plan;
- (c) your action or inaction adversely affects the collateral for the Plan or our rights in the collateral.

#### **Suspension or Reduction**

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

- (a) the value of your dwelling declines significantly below its appraised value for purposes of this Plan;
- (b) we reasonably believe that you will not be able to meet the repayment requirements due to a material change in your financial circumstances;
- (c) you are in default of a material obligation of this Plan;
- (d) government action prevents us from imposing the ANNUAL PERCENTAGE RATE provided for under this Plan or impairs our security interest such that the value of the interest is less than 120 percent of the credit line;
- (e) a regulatory agency has notified us that continued advances would constitute an unsafe and unsound practice;
- (f) the maximum ANNUAL PERCENTAGE RATE under this Plan is reached.

#### Change in Terms

Our home equity credit agreement permits us to make certain changes to the terms of this Plan at specified times or upon the occurrence of specified events.

### **Minimum Payment Requirements:**

Option 1: You can obtain advances of credit for 10 year(s) (the "draw period"). After the draw period ends, you will no longer be able to obtain credit advances and must pay the outstanding balance on your account (the "repayment period"). The length of the repayment period is 10 year(s). During both the draw and repayment periods, payments will be due monthly. Your minimum monthly payment will equal 1.0% of the principal balance outstanding or \$100.00 whichever is greater.

Balances of less than \$100.00 must be paid in full.

Option 2: You can obtain advances of credit for 10 year(s) (the "draw period"). After the draw period ends, you will no longer be able to obtain credit advances and must pay the outstanding balance on your account (the "repayment period"). The length of the repayment period is 10 year(s). During both the draw and repayment periods, payments will be due monthly. Your minimum monthly payment will equal 1.5% of the principal balance outstanding or \$100.00 whichever is greater.

Balances of less than \$100.00 must be paid in full.

Balloon Payment: The minimum payment may not reduce the principal that is outstanding on your line by the final payment date. You will then be required to pay the entire balance in a single "balloon" payment. You will also be required to immediately pay the entire balance in a balloon payment if you terminate your Plan. Unless otherwise required by applicable law, we are under no obligation to refinance the balloon payment at that time. You may be required to make payments out of other assets you own or find a lender, which may be us, willing to lend you money. If you refinance the balloon, you may have to pay some or all of the closing costs normally associated with a new loan.

Negative Amortization: Under some circumstances, your payments 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.

## **Minimum Payment Examples:**

Option 1: If you made only the minimum monthly payment and took no other credit advances, it would take 12 year(s) and 10 month(s) to pay off a credit advance of \$10,000 at an ANNUAL PERCENTAGE RATE of 7.25%. During that period, you would make 120 payments of \$100.00, followed by 33 payments of \$100.00, with a

Option 2: If you made only the minimum monthly payment and took no other credit advances, it would take 10 year(s) and 11 month(s) to pay off a credit advance of \$10,000 at an ANNUAL PERCENTAGE RATE of 7.25%. During that period, you would make 120 payments varying between \$150.00 and \$100.00, followed by 10 payments of \$100.00, with a final payment of \$63.48.

Fees and Charges: To open and maintain an account, you must pay the following fees to us:

Late Charges: If a payment is late after 10 days, you will be charged \$35.00.

To open your account, you must pay certain fees to third parties such as appraisers, credit reporting firms, and government agencies. These fees generally total between \$200.00-\$500.00. Upon request, we will provide you with an itemization of the fees you will have to pay to third parties.

Property Insurance: You must carry insurance on the property that secures this Plan. If the property is located in a Special Flood Hazard Area we will require you to obtain flood insurance if it is available.

Access to the Plan: You may obtain advances under your plan by telephone, in person, or via home banking.

Transaction Requirements: The minimum initial credit advance must be at least \$5,000.00. There is a minimum of \$500.00 for subsequent advances.

Tax Deductibility: You should consult a tax advisor regarding the deductibility of interest and charges for this Plan.

Initial Discount Rate: An initial discounted rate may be available under this Plan. Ask us for more information regarding your initial discount.

Refundability of Fees: If you decide not to enter into this Plan within three business days of receiving this disclosure and the handbook entitled "What You Should Know About Home Equity Lines of Credit," you are entitled to a refund of any fees you may have already paid.

Variable Rate Feature: This Plan has a variable rate and the ANNUAL PERCENTAGE RATE and corresponding periodic rate and minimum payment can change as a result. The ANNUAL PERCENTAGE RATE does not include costs other than interest.

The ANNUAL PERCENTAGE RATE is based on the value of an index. The index is the highest rate of interest identified as the 'Prime Rate' in the 'Money Rates' section of the Wall Street Journal. To determine the ANNUAL PERCENTAGE RATE that will apply to your account, we add a margin based on your creditworthiness to the value of the index and then round to the nearest 0.25%.

Ask us for the current index value, margins and ANNUAL PERCENTAGE RATES. After you open an account, rate information will be provided on periodic statements that we send you.

Rate Changes: The annual percentage rate can change monthly on the first of each month. The maximum ANNUAL PERCENTAGE RATE that can apply is 18%. The ANNUAL PERCENTAGE RATE will not fall below 3% during the Plan.

### **Maximum Rate and Payment Examples:**

*Option 1:* If you had an outstanding balance of \$10,000, the minimum monthly payment at the maximum **ANNUAL PERCENTAGE RATE** of 18% would be \$100.00. This Annual Percentage Rate could be reached in the first month (1 month) following an initial hold of 1 month.

*Option 2:* If you had an outstanding balance of \$10,000, the minimum monthly payment at the maximum **ANNUAL PERCENTAGE RATE** of 18% would be \$150.00. This Annual Percentage Rate could be reached in the first month (1 month) following an initial hold of 1 month.

**Prepayment:** You may prepay all or any amount owing under this Plan without penalty unless we have paid your third party fees. If we have paid your third party fees, then the "Waiver of Third Party Fees; Reimbursement" provision applies. Payment in full shall not terminate this agreement or cancel the security instrument securing this Plan unless you specifically request that we do so.

Waiver of Third Party Fees; Reimbursement: If made available to you, we may pay your closing costs. However, if you payoff your line and close your Plan within 24 months of opening the Plan, you must reimburse us in the amount of the fees paid by us. We may take this amount from your shares and deposits with the credit union, or add it to your outstanding balance, unless other payment arrangements are made. If added to your balance, this amount becomes secured by your Mortgage or Deed of Trust, and our lien will not be extinguished or the Mortgage or Deed of Trust released until all amounts are paid in full.

**Historical Example:** The following table shows how the percentage rate and the minimum 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 the first Monday in January. If the first Monday is a holiday then the index values are from the first business day following that Monday.

The table assumes that no additional credit advances were taken and that only the minimum payment was made. It does not necessarily indicate how the index or your payments would change in the future.

Option 1:

YEAR	INDEX (%)	MARGIN (1) (Percent)	ANNUAL PERCENTAGE RATE	MONTHLY PAYMENT (Dollars)
2011	3.25	-0.25	3.00 (2)	\$100.00
2012	3.25	-0.25	3.00	\$100.00
2013	3.25	-0.25	3.00	\$100.00
2014	3.25	-0.25	3.00	\$100.00
2015	3.25	-0.25	3.00	\$100.00
2016	3.50	-0.25	3.25	\$100.00
2017	3.75	-0.25	3.50	\$100.00
2018	4.50	-0.25	4.25	\$100.00
2019	5.50	-0.25	5.25	\$100.00
2020	4.75	-0.25	4.50	\$100.00
2021 (3)	3.25	-0.25	3.00	
2022	3.25	-0.25	3.00	
2023	7.50	-0.25	7.25	
2024	8.50	-0.25	8.25	
2025	7.50	-0.25	7.25	

- 1. This is a margin we have used recently; your margin may be different and based on your creditworthiness.
- 2. There may be a discounted rate for a period of time within the first year.
- 3. The repayment period begins in this year.

Option 2:

YEAR	INDEX (%)	MARGIN (1) (Percent)	ANNUAL PERCENTAGE RATE	MONTHLY PAYMENT (Dollars)
2011	3.25	-0.25	3.00 (2)	\$150.00
2012	3.25	-0.25	3.00	\$128.98
2013	3.25	-0.25	3.00	\$110.91
2014	3.25	-0.25	3.00	\$100.00
2015	3.25	-0.25	3.00	\$100.00
2016	3.50	-0.25	3.25	\$100.00
2017	3.75	-0.25	3.50	\$100.00
2018	4.50	-0.25	4.25	\$100.00
2019	5.50	-0.25	5.25	\$100.00
2020	4.75	-0.25	4.50	
2021 (3)	3.25	-0.25	3.00	
2022	3.25	-0.25	3.00	
2023	7.50	-0.25	7.25	
2024	8.50	-0.25	8.25	
2025	7.50	-0.25	7.25	

- 1. This is a margin we have used recently; your margin may be different and based on your creditworthiness.
- 2. There may be a discounted rate for a period of time within the first year.
- $3. \ The \ repayment \ period \ begins in this year.$