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IMPORTANT TERMS of our HOME EQUITY LINES OF CREDIT

THIS DISCLOSURE CONTAINS INFORMATION ABOUT OUR VIP+ AND OUR STANDARD 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

Option 1

You can obtain credit advances for 120 months (the draw period). During the draw period, payments will be due on a monthly basis. Your minimum monthly payment will be an amount equal to .75% of your outstanding account balance calculated on the last day of each billing cycle, subject to the lesser of \$40.00 or your account balance.

Option 2

You can obtain credit advances for 120 months (the draw period). During the draw period, payments will be due on a monthly basis. Your minimum monthly payment will be an amount equal to the total Finance Charges that have accrued during each billing cycle calculated on the last day of each billing cycle, subject to the lesser of \$40.00 or your account balance.

Option 1 and 2

After the draw period ends, you will no longer be able to obtain credit advances and you must repay your outstanding account balance over the following 60 months (the repayment period). During the repayment period, minimum payments will be due on a monthly basis and will be calculated in the same manner as the draw period, subject to the lesser of \$40.00 or your account balance.

If the minimum payment is not sufficient to fully amortize your unpaid account balance according to the terms of your agreement with us, you will be required to pay the entire remaining balance in a single balloon payment at the end of the repayment period.

Minimum Payment Examples

VIP+ Home Equity Line of Credit

Option 1

If you made only the minimum payments and took no other credit advances, it would take 180 months to pay off a credit advance of \$10,000.00 at an **ANNUAL PERCENTAGE RATE** of 3.50%. During that period, you would make 120 monthly payments varying between \$75.00 and \$43.42, followed by 59 monthly payments varying between \$43.42 and \$40.00, and a final balloon payment of \$4,687.29.

Option 2

If you made only the minimum payments and took no other credit advances, it would take 180 months to pay off a credit advance of \$10,000.00 at an **ANNUAL PERCENTAGE RATE** of 3.50%. During that period, you would make 120 monthly payments of \$40.00, followed by 59 monthly payments of \$40.00, and a final balloon payment of \$7,480.91.

Standard Home Equity Line of Credit

Option 1

If you made only the minimum payments and took no other credit advances, it would take 180 months to pay off a credit advance of \$10,000.00 at an **ANNUAL PERCENTAGE RATE** of 5.00%. During that period, you would make 120 monthly payments varying between \$75.00 and \$50.41 followed by 59 monthly payments varying between \$50.24 and \$40.00, and a final balloon payment of \$5,525.74.

Option 2

If you made only the minimum payments and took no other credit advances, it would take 180 months to pay off a credit advance of \$10,000.00 at an **ANNUAL PERCENTAGE RATE** of 5.00%. During that period, you would make 120 monthly payments of \$41.67, followed by 59 monthly payments of \$41.67, and a final balloon payment of \$10,041.67.

Late Charges

If Your payment is more than 10 days late, You will be charged 20.00% of the interest due, subject to a minimum of \$5.00.

Fees And Charges

To open and maintain a line of credit, you may have to pay us an application fee of \$500 at the time of application which is non-refundable after the third day from the date that you received this disclosure and the brochure titled "When Your Home is on the Line." Additionally, VIP+ accountholders will be charged a non-refundable Annual Fee of \$100.00. This fee is required in order to have and maintain a VIP+ Home Equity Line of Credit and will be charged to your account as an advance each year on the anniversary date of Your Home Equity Line of Credit Agreement.

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 Feature

Following the expiration of any introductory rate period, your account will have a Variable Rate feature. The Annual Percentage Rate (corresponding to the periodic rate) and the minimum payment during the draw and the repayment periods 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 expiration of any introductory rate period, and subsequently, on the 1st business day of each calendar quarter of each year. 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 in periodic statements that we send you.

Rate Changes

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

For Option 1, the maximum **ANNUAL PERCENTAGE RATE** at any time is 8.50%, whereas the minimum **ANNUAL PERCENTAGE RATE** at any time is 2.00%.

For Option 2, the maximum **ANNUAL PERCENTAGE RATE** at any time is 18.00%, whereas the minimum **ANNUAL PERCENTAGE RATE** at any time is 2.00%.

Maximum Rate And Payment Examples**VIP+ and Standard Home Equity Lines of Credit****Option 1**

If you had an outstanding balance of \$10,000.00 during the draw and repayment periods, the minimum payment at the maximum **ANNUAL PERCENTAGE RATE** of 8.50% would be \$98.48. This Annual Percentage Rate could be reached during the 1st month of the draw and repayment periods.

VIP+ and Standard Home Equity Lines of Credit**Option 2**

If you had an outstanding balance of \$10,000.00 during the draw and repayment periods, the minimum payment at the maximum **ANNUAL PERCENTAGE RATE** of 18.00% would be \$150.02. This Annual Percentage Rate could be reached during the 1st month of the draw and repayment periods.

Historical Examples

The following tables show 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 2002 for both our VIP+ and our Standard Home Equity Lines of Credit. The index is from The Wall Street Journal and is calculated on the first business day of June of each year. While only one payment amount per year is shown, payments may have varied during the year. The tables assume 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.

VIP+							STANDARD						
Year	Index	Margin (1)	ANNUAL PERCENTAGE RATE	Payment Period	Minimum Payment (2)	(3)	Year	Index	Margin (1)	ANNUAL PERCENTAGE RATE	Payment Period	Minimum Payment (2)	(3)
2002	4.75	0.0	4.75	DRAW	\$75.00	\$40.00 (4)	2002	4.75	1.5	6.25	DRAW	\$75.00	\$52.09
2003	4.25	0.0	4.25	DRAW	\$71.87	\$40.00 (4)	2003	4.25	1.5	5.75	DRAW	\$72.96	\$47.92
2004	4.00	0.0	4.00	DRAW	\$68.53	\$40.00 (4)	2004	4.00	1.5	5.50	DRAW	\$70.63	\$45.84
2005	6.00	0.0	6.00	DRAW	\$65.18	\$49.28	2005	6.00	1.5	7.50	DRAW	\$68.20	\$62.51
2006	8.00	0.0	8.00	DRAW	\$63.26	\$65.71	2006	8.00	1.5	8.50 (7)	DRAW	\$67.18	\$79.18
2007	8.25	0.0	8.25	DRAW	\$62.63	\$67.76	2007	8.25	1.5	8.50 (7)	DRAW	\$66.85	\$81.26
2008	5.00	0.0	5.00	DRAW	\$62.16	\$41.07	2008	5.00	1.5	6.50	DRAW	\$66.51	\$54.17
2009	3.25	0.0	3.25	DRAW	\$59.72	\$40.00 (4)	2009	3.25	1.5	4.75	DRAW	\$64.87	\$40.00 (4)
2010	3.25	0.0	3.25	DRAW	\$56.37	\$40.00 (4)	2010	3.25	1.5	4.75	DRAW	\$62.17	\$40.00 (4)
2011	3.25	0.0	3.25	DRAW	\$53.22	\$40.00 (4)	2011	3.25	1.5	4.75	DRAW	\$59.58	\$40.00 (4)
2012	3.25	0.0	3.25	REPAYMENT	\$50.24	\$40.00 (4)	2012	3.25	1.5	4.75	REPAYMENT	\$57.09	\$40.00 (4)
2013	3.25	0.0	3.25	REPAYMENT	\$47.42	\$40.00 (4)	2013	3.25	1.5	4.75	REPAYMENT	\$54.71	\$40.00 (4)
2014	3.25	0.0	3.25	REPAYMENT	\$44.77	\$40.00 (4)	2014	3.25	1.5	4.75	REPAYMENT	\$52.43	\$40.00 (4)
2015	3.25	0.0	3.25	REPAYMENT	\$42.26	\$40.00 (4)	2015	3.25	1.5	4.75	REPAYMENT	\$50.25	\$40.00 (4)
2016	3.50	0.0	3.50	REPAYMENT	\$40.00(4)(5)	\$40.00 (4)(6)	2016	3.50	1.5	5.00	REPAYMENT	\$48.15(5)	\$41.50 (6)

(1) This represents a margin we have recently used.

(2) This represents the Minimum Payment for our VIP+ Lines of Credit Option 1.

(3) This represents the Minimum Payment for our VIP+ Lines of Credit Option 2.

(4) This represents the \$40.00 Minimum Payment.

(5) This represents 11 monthly payments of \$40.00 followed by one final balloon payment of \$5,060.52 for VIP+ Lines of Credit Option 1.

(6) This represents the 11 monthly payments of \$40.00 followed by one final balloon payment of \$8,459.64 for our VIP+ Lines of Credit Option 2.

(1) This represents a margin we have recently used.

(2) This represents the Minimum Payment for our Standard Lines of Credit Option 1.

(3) This represents the Minimum Payment for our Standard Lines of Credit Option 2.

(4) This represents the \$40.00 Minimum Payment.

(5) This represents 11 monthly payments varying between \$48.15 and \$46.57 followed by one final balloon payment of \$6,214.70 for Standard Lines of Credit Option 1.

(6) This represents the 11 monthly payments of \$41.50 followed by one final balloon payment of \$10,000.51 for our Standard Lines of Credit Option 2.

(7) This represents the maximum annual percentage rate.