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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. 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:

EquiGold: You can obtain advances of credit for 10 year(s) (the "draw period"). During the draw period, payments will be due monthly. Your minimum monthly payment will equal 1.75% of the loan account balance outstanding or $100.00 whichever is greater and then rounded to the nearest $0.01.

After the draw period ends, you will no longer be able to obtain credit advances (the “repayment period”), unless we renew or extend your draw period. The length of the repayment period is 15 year(s). During the repayment period, payments will be due monthly. Your minimum monthly payment will equal an amortized payment of the loan account balance. This balance will be amortized over 180 months. Balances of less than $100.00 must be paid in full.

The minimum payment will change whenever the annual percentage rate changes. Your loan payments will recalculate each month in order for your loan to be paid in full during the repayment period.

EquiPlus: You can obtain advances of credit for 10 years (the "draw period"). After the draw period ends, you will no longer be able to obtain credit advances (the “repayment period”), unless we renew or extend your draw period. The length of the repayment period is 15 year(s). You must make minimum monthly payments throughout the draw period and the repayment period.

Your minimum monthly payment will be (a) the amount required to repay your outstanding Plan balance together with interest, in 180 equal monthly payments. Your minimum monthly payment will also include any amounts past due, any amount by which you have exceeded your credit limit, and any other charges that may become due under the Plan.

Your minimum monthly payment will change if (a) you take a new advance; or (b) the Annual Percentage Rate changes. When you take a new advance, your minimum payment will be re-calculated according to the 180-month repayment schedule explained above. Your minimum monthly payment will also change if the Annual Percentage Rate changes. Your loan payments will recalculate each month in order for your loan to be paid in full during the repayment period. Balances of less than $100.00 must be paid in full.

PrimeFlex: You can obtain advances of credit for 10 years (the "draw period"). During the draw period, payments will be due monthly. Your minimum monthly payment will equal an amortized payment of the loan account balance on the last day of the billing cycle, for the last billing cycle in which an advance was made. This balance will be amortized over 15 years. The minimum payment will change each time you make an advance, whenever the annual percentage rate changes, or you transfer a portion of your outstanding balance to a locked portion. The minimum monthly payments during the draw period may not reduce the principal that is outstanding on your line of credit.

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 15 year(s). During the repayment period, payments will be due monthly. Your minimum monthly payment will equal an amortized payment of the loan account balance on the last day of the draw period, for the last billing cycle in which an advance was made. This balance will be amortized over 15 years. The minimum payment will change whenever the annual percentage rate changes. Your loan payments will recalculate each month in order for your loan to be paid in full during the repayment period. Balances of less than $100.00 must be paid in full.

Lock Feature (*Applies to PrimeFlex only*): During the Draw Period, you may elect to "lock in" or convert a portion of your variable-rate outstanding balance to a fixed Annual Percentage Rate over a set term. You may select the fixed rate and term of your lock feature from a list of rates and terms provided to you at the time you exercise this option. The minimum amount that may be locked is **$2,500** and the maximum term of the lock feature is 10 years. The minimum payment requirement for the locked-in balance is equal to that amount required to repay the balance in equal periodic installments during the term selected. We will provide you with the new payment terms of the locked-in balance at the time you lock-in. Locking in will only fix the rate and term that applies to that portion of the existing balance selected; future advances will be subject to the variable rate feature according to the terms of the Plan. As the Locked balance is paid down, additional credit will become available, up to the applicable credit limit. There is no limit to the number of times that the lock feature may be exercised, but you may only have 99 locked-in balances at one time. We reserve the right to discontinue this feature at any time without notice. If this feature is discontinued, the balances that have already been locked will continue to be locked at the rates and terms selected.

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Minimum Payment Examples:

EquiGold: If you made only the minimum monthly payment and took no other credit advances, it would take 24 years and 8 months to pay off a credit advance of $10,000 at an **ANNUAL PERCENTAGE RATE** of 10.00%. During that period, you would make 120 monthly payments varying between $176.46 and $100.00 followed by 175 monthly payments of $17.63, with a final payment of $86.19.

EquiPlus: If you made only the minimum monthly payment and took no other credit advances, it would take 15 years to pay off a credit advance of $10,000 at an **ANNUAL PERCENTAGE RATE** of 8.25%. During that period, you would make 179 monthly payments of $97.01, with a final payment of $98.53.

PrimeFlex: If you made only the minimum monthly payment and took no other credit advances, it would take 25 years to pay off a credit advance of $10,000 at an **ANNUAL PERCENTAGE RATE** of 9.50%. During that period, you would make 120 monthly payments of $104.42, followed by 179 payments of $51.92, with a final payment of $53.69.

Lock Feature: If you exercised the optional Lock Feature and converted $10,000 to a fixed rate of 8.00% and a term of 10 years, it would take you 10 years to pay off the balance. During that period, you would make 120 monthly payments of $121.33.

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

Late Charges: If we do not receive your payment within 15 days of its due date, you will owe a late fee of 5% of the original payment, or $15.00, whichever is greater, not to exceed $50.00, but if the payment is $25.00 or less, the late fee will be 5% of the payment not to exceed $5.00.

You must also pay certain fees to third parties such as appraisers, credit reporting firms, and government agencies. These fees generally total $ **0.00** - $ **1500.00**. If you ask, 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 this Plan in person, by telephone, by checks, or by online banking.

Transaction Requirements:

EquiGold and EquiPlus: The minimum initial advance requirement is $2,500. There is no minimum requirement for subsequent advances.

PrimeFlex: There is no minimum requirement for initial advances or 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 Features: 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.

EquiGold: 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 to the value of the index, and then round to the nearest 0.25%.

EquiPlus: The **ANNUAL PERCENTAGE RATE** is based on the value of an index. The index is the highest rate of interest identified as the auction average of the short term U.S. government bills with a 26-week maturity 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 to the value of the index, and then round to the nearest 0.25%.

PrimeFlex: 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 and Loan-to-Value (LTV) Ratio to the value of the index.

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:

EquiGold and PrimeFlex: The **ANNUAL PERCENTAGE RATE** can change monthly on the first day of each month. There is no limit on the amount by which the **ANNUAL PERCENTAGE RATE** can change during any one year period. The maximum **ANNUAL PERCENTAGE RATE** that can apply during the plan is 20.04%. The **ANNUAL PERCENTAGE RATE** will never be less than 4.00%.

EquiPlus: The **ANNUAL PERCENTAGE RATE** can change quarterly on the first day of January, April, July, and October. There is no limit on the amount by which the **ANNUAL PERCENTAGE RATE** can change during any one year period. The maximum **ANNUAL PERCENTAGE RATE** that can apply during the plan is 20.04%. The **ANNUAL PERCENTAGE RATE** will never be less than 4.00%.

Maximum Rate and Payment Examples:

EquiGold: If you had an outstanding balance of $10,000 at the beginning of the draw period, the minimum monthly payment at the maximum **ANNUAL PERCENTAGE RATE** of 20.04% would be $177.92. The maximum annual percentage rate during the draw period could be reached in the first month. If you had an outstanding balance of $10,000 at the beginning of the repayment period, the minimum monthly payment at the maximum **ANNUAL PERCENTAGE RATE** of 20.04% would be $175.93. The maximum annual percentage rate during the repayment period could be reached in the second month.

EquiPlus: If you had an outstanding balance of $10,000, the minimum monthly payment at the maximum **ANNUAL PERCENTAGE RATE** of 20.04% would be $175.93. The maximum annual percentage rate during the draw period could be reached in the first month.

PrimeFlex: If you had an outstanding balance of $10,000 at the beginning of the draw period, the minimum monthly payment at the maximum **ANNUAL PERCENTAGE RATE** of 20.04% would be $175.93. The maximum annual percentage rate during the draw period could be reached in the first month. If you had an outstanding balance of $10,000 at the beginning of the repayment period, the minimum monthly payment at the maximum **ANNUAL PERCENTAGE RATE** of 20.04% would be $175.93. The maximum annual percentage rate during the repayment period could be reached in the second month.

Prepayment: You may prepay all or any amount owing under this Plan without penalty. Payment in full shall not terminate this agreement or cancel the security instrument securing this Plan unless you specifically request that we do so.

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Historical Examples: The following tables show 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 August. 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.

EquiGold:

YEAR	INDEX (%)	MARGIN (1) (Percent)	**ANNUAL PERCENTAGE RATE**	MONTHLY PAYMENT (Dollars)
2010	3.25	1.50	4.75 (2)	$175.89
2011	3.25	1.50	4.75	$149.05
2012	3.25	1.50	4.75	$126.46
2013	3.25	1.50	4.75	$107.27
2014	3.25	1.50	4.75	$100.00
2015	3.25	1.50	4.75	$100.00
2016	3.50	1.50	5.00	$100.00
2017	4.25	1.50	5.75	$100.00
2018	5.00	1.50	6.50	$100.00
2019	5.25	1.50	6.75	N/A
2020 (3)	3.25	1.50	4.75	N/A
2021	3.25	1.50	4.75	N/A
2022	5.50	1.50	7.00	N/A
2023	8.50	1.50	10.00	N/A
2024	8.50	1.50	10.00	N/A

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

EquiPlus:

YEAR	INDEX (%)	MARGIN (1) (Percent)	**ANNUAL PERCENTAGE RATE**	MONTHLY PAYMENT (Dollars)
2010	0.195	3.50	4.00 (2)(3)	$73.97
2011	0.150	3.50	4.00 (3)	$73.97
2012	0.145	3.50	4.00 (3)	$73.97
2013	0.075	3.50	4.00 (3)	$73.97
2014	0.050	3.50	4.00 (3)	$73.97
2015	0.165	3.50	4.00 (3)	$73.97
2016	0.395	3.50	4.00 (3)	$73.97
2017	1.140	3.50	4.75	$76.10
2018	2.180	3.50	5.75	$78.67
2019	2.326	3.50	5.75	$78.67
2020 (4)	0.170	3.50	4.00 (3)	$75.39
2021	0.060	3.50	4.00 (3)	$75.39
2022	2.860	3.50	6.52	$77.98
2023	5.270	3.50	8.75	$79.97
2024	4.690	3.50	8.25	$79.75

1. This is a margin we have used recently; your margin may be different.
2. There may be a discounted rate for a period of time within the first year.
3. This rate reflects a lifetime floor of 4.00%.
4. The repayment period begins in this year.

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PrimeFlex:

YEAR	INDEX (%)	MARGIN (1) (Percent)	**ANNUAL PERCENTAGE RATE**	MONTHLY PAYMENT (Dollars)
2010	3.25	1.00	4.25 (2)	$75.23
2011	3.25	1.00	4.25	$75.23
2012	3.25	1.00	4.25	$75.23
2013	3.25	1.00	4.25	$75.23
2014	3.25	1.00	4.25	$75.23
2015	3.25	1.00	4.25	$75.23
2016	3.50	1.00	4.50	$76.03
2017	4.25	1.00	5.25	$78.20
2018	5.00	1.00	6.00	$80.16
2019	5.25	1.00	6.25	$80.74
2020 (3)	3.25	1.00	4.25	$31.23
2021	3.25	1.00	4.25	$31.23
2022	5.50	1.00	6.50	$35.55
2023	8.50	1.00	9.50	$41.39
2024	8.50	1.00	9.50	$41.39

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

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