



PO Box 20417 • Billings, MT 59104  
 (406) 656-9100 • (800) 735-6803  
 Fax: (406) 655-5055 • www.valleyfcu.com



REAL ESTATE LENDING



POWERED BY  
CUNA MUTUAL  
GROUP

## HOME EQUITY EARLY DISCLOSURE

### IMPORTANT TERMS OF OUR HOME EQUITY LINE OF CREDIT PLAN

This disclosure contains important information about our Home Equity Line of 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 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 pay 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:** We can terminate your line, require you to pay us the entire outstanding balance in one payment, and charge you certain fees, if (1) you engage in fraud or material misrepresentation in connection with the plan; (2) you do not meet the repayment terms of this plan, or (3) 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 (1) any reasons mentioned above exist; (2) the value of the dwelling securing the line declines significantly below its appraised value for purposes of the line; (3) we reasonably believe that you will not be able to meet the repayment requirements due to a material change in your financial circumstances; (4) you are in default of a material obligation of the agreement; (5) government action prevents us from imposing the annual percentage rate provided for in the agreement; (6) the priority of our security interest is adversely affected by government action to the extent that the value of the security interest is less than 120 percent of the credit line; (7) a regulatory agency has notified us that continued advances would constitute an unsafe and unsound business practice, or (8) the maximum annual percentage rate is reached.

**MINIMUM PAYMENT REQUIREMENTS:** You can obtain credit advances for 10 years. This period is called the "draw period." After the draw period ends the repayment period will begin. The length of the repayment period will not be longer than 20 years. You will be required to make monthly payments during the draw and repayment periods. Your payment without payment protection will be the greater of \$100.00 or the amount calculated (a) at the time of an advance and (b) at the time of a change in the annual percentage rate according to the table below. Payments will be recalculated on the balance at the time of an advance and on the balance at the time the annual percentage rate changes rate tiers.

**PAYMENT TABLE**

If the <b>ANNUAL PERCENTAGE RATE</b> is	then your payment without payment protection is this percentage of the balance at the time of the advance or the balance at the time there is a change in Annual Percentage Rate ranges.
Up to 10.50%	1%
10.51% to 14.00%	1.25%
14.01% to 18.00%	1.50%

Your payment will remain the same unless you obtain another credit advance or the annual percentage rate changes to a different tier. Your payment will include any amounts past due and any amount by which you have exceeded your credit limit, and all other charges. Your payment will never be less than the smaller of \$100.00, or the full amount that you owe. If you elect payment protection, your payment will be increased to cover its cost.

If the interest rate increases, you will be required to make more payments of the same amount until the end of the repayment period, or to make higher payments if the rate has risen to a higher annual percentage rate tier. The minimum payment may not repay the outstanding balance by the end of the repayment period. You will then be required to make a single balloon payment at the maturity date. 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 the money. If you refinance the balloon with us, you may have to pay some or all of the closing costs.

**MINIMUM PAYMENT EXAMPLE:** If you made only the minimum monthly payment and took no other credit advances it would take 11 years 5 months to pay off a credit advance of \$10,000 at an **ANNUAL PERCENTAGE RATE** of 5.75%. During that period, you would make 136 payments of \$100.00 and one (1) final payment of \$46.87.

**FEES AND CHARGES:** In order to open, use and maintain a line of credit plan, you may be required to pay the following fees to us:

- Flood Zone Determination Fee: \$10.00 (Due at closing)
- Loan Processing Fee: \$300.00 (Due at closing)

You may be required to pay certain fees to third parties to open the plan. These fees generally total between \$100.00 and \$1,000.00. If you ask, we will provide you with an itemization of the fees you may be required to pay 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.

**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.

**TAX DEDUCTIBILITY:** You should consult a tax advisor regarding the deductibility of interest and charges for the plan.

**ADDITIONAL HOME EQUITY PLANS:** Please ask us about our other available home equity line of credit plans.

**VARIABLE RATE FEATURE:** This plan has a variable rate feature and the annual percentage rate (corresponding to the periodic rate) and the minimum payment may 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 Prime Rate published in the Money Rates column of the *Wall Street Journal*. When a range of rates has been published the highest rate will be used. We will use the most recent Index rate in effect on the last Friday of the month prior to any annual percentage rate adjustment.

To determine the annual percentage rate that will apply to your account, we add a margin to the value of the Index. The margin you receive is based on certain creditworthiness and market factors; your margin may be higher than the one shown in the Historical Table.

From time to time we may offer an initial annual percentage rate that is "discounted" – it is not based on the index and margin used for later rate adjustments. If we offer an initial discounted rate it may be in effect for between 6 – 12 months.

Ask us for the current index value, margin, discount and annual percentage rate for your plan. After you open your plan, rate information will be provided on periodic statements that we send you.

**RATE CHANGES:** The annual percentage rate can change on the first day of each month. The rate cannot increase or decrease more than 5.0 percentage points at each adjustment. The maximum **ANNUAL**

**PERCENTAGE RATE** that can apply is 18.0% or the maximum permitted by law, whichever is less.

**MAXIMUM RATE AND PAYMENT EXAMPLES:** If you had an outstanding balance of \$10,000, the minimum payment at the maximum **ANNUAL PERCENTAGE RATE** of 18.0% would be \$150.00. If the initial rate is discounted, this annual percentage rate could be reached at the time of the 15th payment. If the initial rate is not discounted, this annual percentage rate could be reached at the time of the 3rd payment.

**HISTORICAL EXAMPLE:** The following table shows how the annual 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 last business day of January of each year. While only one payment per year is shown, payments may have varied during each 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 each year. It does not necessarily indicate how the index or your payments will change in the future.

WALL STREET JOURNAL PRIME RATE INDEX TABLE

Year (as of the last business day of January)	Index (Percent)	Margin <sup>(1)</sup> (Percent)	ANNUAL PERCENTAGE RATE	Monthly Payment (Dollars)	ANNUAL PERCENTAGE RATE	Monthly Payment (Dollars)
			Non-Discount Plan	Non-Discount Plan	Discount Plan	Discount Plan
2003.....	4.250	2.000	6.250	100.00	1.990 <sup>(3)</sup>	100.00
2004.....	4.000	2.000	6.000	100.00 <sup>(2)</sup>	6.000	100.00 <sup>(2)</sup>
2005.....	5.250	2.000	7.250	100.00 <sup>(2)</sup>	7.250	100.00 <sup>(2)</sup>
2006.....	7.500	2.000	9.500	100.00 <sup>(2)</sup>	9.500	100.00 <sup>(2)</sup>
2007.....	8.250	2.000	10.250	100.00 <sup>(2)</sup>	10.250	100.00 <sup>(2)</sup>
2008.....	6.000	2.000	8.000	100.00 <sup>(2)</sup>	8.000	100.00 <sup>(2)</sup>
2009.....	3.250	2.000	5.250	100.00 <sup>(2)</sup>	5.250	100.00 <sup>(2)</sup>
2010.....	3.250	2.000	5.250	100.00 <sup>(2)</sup>	5.250	100.00 <sup>(2)</sup>
2011.....	3.250	2.000	5.250	100.00 <sup>(2)</sup>	5.250	100.00 <sup>(2)</sup>
2012.....	3.250	2.000	5.250	100.00 <sup>(2)</sup>	5.250	100.00 <sup>(2)</sup>
2013.....	3.250	2.000	5.250	100.00 <sup>(2)</sup>	5.250	100.00 <sup>(2)</sup>
2014.....	3.250	2.000	5.250	100.00 <sup>(2)</sup>	5.250	100.00 <sup>(2)</sup>
2015.....	3.250	2.000	5.250	100.00 <sup>(2)</sup>	5.250	100.00 <sup>(2)</sup>
2016.....	3.500	2.000	5.500		5.500	
2017.....	3.750	2.000	5.750		5.750	

<sup>(1)</sup> This is a margin we have used recently; your margin may be different.

<sup>(2)</sup> This payment reflects the minimum payment of \$100.00.

<sup>(3)</sup> This **ANNUAL PERCENTAGE RATE** reflects a discount that we have provided recently; your plan may be discounted by a different amount.