



P.O. Box 5011 • Visalia, CA. 93278-5011
559.732.8892 • www.tucoemas.org

IMPORTANT TERMS of our HOME EQUITY LINE OF CREDIT

THIS DISCLOSURE CONTAINS INFORMATION ABOUT OUR HOME EQUITY LINE OF CREDIT. YOU SHOULD READ IT CAREFULLY AND KEEP THIS COPY FOR YOURSELF.

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 Mortgage/Deed of Trust 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 Mortgages/Deeds of Trust 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 120.00% of your maximum credit limit; (8) the maximum interest rate under this 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

You can obtain credit advances for 120 months (draw period"). During the draw period, Your minimum monthly payment will be established at the time of each credit advance to the amount necessary to fully amortize the then-unpaid principal balance over a term that is the lesser of: (i) the amortized term shown in the table set forth below that corresponds to the unpaid balance of your account at the time of the most recent credit advance; or (ii) the number of months remaining until the agreement maturity date; which payment amount will be rounded up to the nearest \$1.00. Regardless of the amortization term used, your minimum monthly payment will never be less than \$100.00, unless your outstanding balance is less than that amount, in which case your minimum monthly payment will be your remaining balance.

Unpaid Balance As Of The Most Recent Advance	Amortization Term
\$10,000.00 & Less	84 Months
\$10,000.01 - \$20,000.00	144 Months
\$20,000.01 - \$50,000.00	180 Months
\$50,000.01 & Greater	240 Months

During the draw period your minimum monthly payment can also change based on changes in the interest rate, as described in the section Variable Rate. In the event that the interest rate changes, your minimum monthly payment will be established in an amount equal to that necessary to fully amortize the then-unpaid balance over the remainder of the amortized term established at the time of the most recent credit advance (which payment amount will be rounded up to the nearest \$1.00), subject to the lesser of \$100.00 or your outstanding balance.

After the draw period ends, you will no longer be able to obtain credit advances and you must repay your outstanding account balance (repayment period). The length of the repayment period will depend on the date and the amount of your last advance but in no event will exceed 120 months. During the repayment period, your minimum monthly payment will be an amount equal to the minimum payment in effect at the end of the draw period. This payment amount can change based on changes in the interest rate during the repayment period, as in the section Variable Rate. In the event that the interest rate changes during the repayment period, your minimum monthly payment will be established in an amount equal to that necessary to fully amortize the then-unpaid balance over the remainder of the amortized term established at the time of the most recent credit advance (which payment amount will be rounded up to the nearest \$1.00), subject to the lesser of \$100.00 or your outstanding balance.

Minimum Payment Example

If you made only the minimum payments and took no other credit advances, it would take 84 months to pay off a credit advance of \$10,000.00 at an **ANNUAL PERCENTAGE RATE** of 4.25%. During that period, you would make 83 monthly payments of \$138.00, followed by 1 final payment of \$122.77.

Fees and Charges

You may have to pay certain fees to third parties in order to open a line of credit. These fees generally total from \$200.00 to \$1,000.00. If you ask, we will give you an itemization of the fees you may have to pay to third parties.

Insurance

You must carry insurance on the property that secures this plan. As a condition of obtaining credit, we will not require you to provide such insurance in an amount that exceeds the replacement value of the Security Property.

Minimum Draw and Balance Requirements

The minimum initial credit advance you can receive is \$5,000.00. The minimum subsequent credit advance you can receive is \$500.00.

Tax Deductibility

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

Variable Rate

This plan has a variable-rate feature and the Annual Percentage Rate (corresponding to the periodic rate), and the amount of your regularly scheduled payments 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 day that immediately precedes each change date. 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, your 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. Your interest rate cannot increase or decrease by more than 1.00 percentage point (1.00%) on any change date, nor 3.00 percentage points (3.00%) per calendar year. The minimum **ANNUAL PERCENTAGE RATE** at any time is 4.25%. The maximum **ANNUAL PERCENTAGE RATE** at any time is 15.00%.

Maximum Rate and Payment Examples

If you had an outstanding balance of \$10,000.00 during the draw period, the minimum payment at the maximum **ANNUAL PERCENTAGE RATE** of 15.00% would be \$193.00. This Annual Percentage Rate could be reached during the 37th month of the draw period.

If you had an outstanding balance of \$10,000.00 during the repayment period, the minimum payment at the maximum **ANNUAL PERCENTAGE RATE** of 15.00% would be \$162.00. This Annual Percentage Rate could be reached during the 37th month of the repayment period.

Historical Example

The following table shows how the Annual Percentage Rate and the monthly payments for a single \$10,000.00 credit advance would have changed based on changes in the index since 2008. The index is from The Wall Street Journal and is calculated on the first business 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.

Year	Index	Margin (1)	ANNUAL PERCENTAGE RATE	Payment Period	Minimum Payment
2008	6.00	1.00	7.00%	DRAW	\$151.00
2009	3.25	1.00	4.25%	DRAW	\$140.00
2010	3.25	1.00	4.25%	DRAW	\$140.00
2011	3.25	1.00	4.25%	DRAW	\$140.00
2012	3.25	1.00	4.25%	DRAW	\$139.00
2013	3.25	1.00	4.25%	DRAW	\$139.00
2014	3.25	1.00	4.25%	DRAW	\$139.00
2015	3.25	1.00	4.25%	DRAW	\$0.00
2016	3.50	1.00	4.50%	DRAW	\$0.00
2017	3.75	1.00	4.75%	DRAW	\$0.00
2018	4.50	1.00	5.50%	REPAYMENT	\$0.00
2019	5.50	1.00	6.50%	REPAYMENT	\$0.00
2020	4.75	1.00	5.75%	REPAYMENT	\$0.00
2021	3.25	1.00	4.25%	REPAYMENT	\$0.00
2022	3.25	1.00	4.25%	REPAYMENT	\$0.00

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