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Lender

Borrower

## CHARTER BANK HOME EQUITY LINE OF CREDIT PROGRAM

This disclosure contains important information about our Charter Bank Home Equity Line of Credit Program. You should read it carefully and keep a copy for your records.

**1. 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 have paid to us or anyone else in connection with your application.

**2. 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.

**3. POSSIBLE ACTIONS.** Under certain circumstances, we can:

- A. Terminate your line of credit and require you to pay us the entire outstanding balance in one payment;
- B. Refuse to make additional extensions of credit; and
- C. Reduce your credit limit.

We can terminate your line of credit and require you to pay us the entire outstanding balance in one payment if:

- A. You fail to make a payment within 10 days of being due; or
- B. 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:

- A. The value of the dwelling securing the line of credit declines significantly below its appraised value for purposes of the line of credit;
- B. We reasonably believe you will not be able to meet the repayment requirements under the line of credit due to a material change in your financial circumstances;
- C. You are in default of a material obligation of the agreement;
- D. Government action prevents us from imposing the annual percentage rate provided for in the agreement, or impairs our security interest such that the value of the interest is less than 120 percent of the credit limit on the line of credit;
- E. A regulatory agency has notified us that continued advances would constitute an unsafe and unsound practice; or
- F. The maximum annual percentage rate is reached.

**4. MINIMUM PAYMENT REQUIREMENTS.** You can obtain credit advances for 60 months. During this period, payments will be due monthly. Your minimum monthly payment will equal the greater of the following:

- \* The amount of accrued finance charges on the last day of the billing cycle; or
- \* \$50.00.

The minimum payment amount will be rounded to the nearest \$.01. Whenever a flat dollar amount is used to determine the minimum payment however, the minimum payment will be rounded to the nearest \$.01. The minimum monthly payments may not be sufficient to fully repay the principal that is outstanding on your line of credit at the end of 60 months. If they are not, you will, to the extent permitted by law, be required to pay the entire balance in a single payment.

Balances of less than \$50.00 must be paid in full.

**5. MINIMUM PAYMENT EXAMPLE.** If you made only the minimum monthly payment and took no other credit advances, it would take 5 years to pay off a credit advance of \$10,000.00 at an **ANNUAL PERCENTAGE RATE** of 9.000%. During that period, you would make 59 payments of \$75.00 with a final payment of \$10,075.00.

**6. FEES AND CHARGES.** To open and maintain a line of credit, you must pay the following fees to us:

- \* Returned Check Charges: \$30.00

Note that some fees may only apply upon the occurrence of an event and have been provided for informational purposes only.

You must also pay certain fees to third parties, such as appraisers, credit reporting firms, and government agencies. These fees generally total \$269.37. The following are an estimate of third party fees:

- \* Document Preparation Fee: \$100.00
- \* Credit Report: \$25.20
- \* Flood Insurance Determination Charge: \$12.00
- \* Abstract or Title Search: \$175.00
- \* Recording - Mortgage: \$42.00
- \* Property Valuation: \$35.00

\* Flood Insurance Monitoring Charge: \$2.00

You must carry insurance on the property that secures the line of credit.

**7. 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.

**8. MINIMUM DRAW REQUIREMENTS.** The minimum credit advance that you can receive is \$500.00 and any credit advance made will be a multiple of this amount.

**9. LIMITATIONS ON ADVANCES OF CREDIT.** You are limited to obtaining no more than 60 extensions of credit per year(s).

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

**11. AVAILABILITY OF OTHER HOME EQUITY PLANS.** If you ask, we will provide you with information on our other available home equity lines of credit.

**12. VARIABLE RATE FEATURES.** This line of credit has a variable rate feature and the annual percentage rate (corresponding to the periodic rate) and the minimum monthly payment can change as a result. The annual percentage rate includes only interest and not other costs. The annual percentage rate is based on the value of an index. The index is the base rate on corporate loans posted by at least 70% of the 10 largest U.S. banks known as the Wall Street Journal U.S. Prime Rate and is published daily in the Wall Street Journal. To determine the annual percentage rate that will apply to your line of credit, we add a margin to the value of the index and then round up to the nearest .125 percent. Ask us for the current index value, margin, and annual percentage rate. After you open a line of credit, rate information will be provided on periodic statements that we send you.

**13. RATE CHANGES.** The annual percentage rate can change daily. There is no limit on the amount by which the rate can change in any one year period. The maximum **ANNUAL PERCENTAGE RATE** that can apply during the line of credit is 18.000 percent. The minimum **ANNUAL PERCENTAGE RATE** that can apply during the line of credit is 4.000 percent.

**14. MAXIMUM RATE AND PAYMENT EXAMPLES.** If you had an outstanding balance of \$10,000.00 the minimum monthly payment at the maximum **ANNUAL PERCENTAGE RATE** of 18.000 percent would be \$150.00. The maximum annual percentage rate could be reached in the 1st month (1 month) following an initial hold of 1 day.

**15. ADDITIONAL TERMS.** The interest rate will equal Wall street Journal US Prime Rate as long as the borrowers maintain their primary personal checking account with Charter Bank. Primary personal checking account is defined as a checking account which has at least monthly deposits of a payroll check, pension check and/or Social Security check. Charter Bank will review this account on a periodic basis to determine eligibility for this rate. If the borrowers fail to maintain a primary personal checking account with Charter Bank, the interest rate will revert to Wall Street Journal US Prime Rate + 0.50%.

**16. HISTORICAL EXAMPLES.** The following table shows how the annual percentage rate and the minimum payments for a single \$10,000.00 credit advance would have changed based on changes in the index over the last 15 years. The index values are from the first business day of November. While only one payment amount per year is shown, payments would have varied during each year. The table assumes that no additional credit advances were taken, that only the minimum payment was made, and that the rate remained constant during each year. It does not necessarily indicate how the index or your payments would change in the future.

Year	Index (%)	Margin* (%)	ANNUAL PERCENTAGE RATE (%)	Minimum Monthly Payment (\$)
2009	3.250	0.500	4.000 (K)	50.00
2010	3.250	0.500	4.000 (K)	50.00
2011	3.250	0.500	4.000 (K)	50.00
2012	3.250	0.500	4.000 (K)	50.00
2013	3.250	0.500	4.000 (K)	50.00
2014	3.250	0.500	4.000 (K)	N/A
2015	3.250	0.500	4.000 (K)	N/A
2016	3.500	0.500	4.000	N/A
2017	4.250	0.500	4.750	N/A
2018	5.250	0.500	5.750	N/A
2019	4.750	0.500	5.250	N/A
2020	3.250	0.500	4.000 (K)	N/A
2021	3.250	0.500	4.000 (K)	N/A
2022	7.000	0.500	7.500	N/A
2023	8.500	0.500	9.000	N/A

\* This is a margin we have used recently; your margin may be different.

(K) This reflects a lifetime floor of 4.000 percent.

This is not a commitment to make a loan.