



University of Michigan Credit Union

IMPORTANT TERMS OF OUR HOME EQUITY LINE OF CREDIT

This disclosure contains important information about your Home Equity Line of Credit ("HELOC"). Please read this document carefully and keep a copy for your records. "we"/ "us"/ "our" means University of Michigan Credit Union, "you" and "your" means the recipient of this disclosure, "account" means "Equity loan".

1. **Availability of Terms:** All terms disclosed below are subject to change. If any terms change (other than annual percentage rate) and you decide as a result, to not enter into an agreement with us, you are entitled to a refund of any fees that you paid in connection with your application.
2. **Security Interest:** As security for repayment of your Account obligations, we will take a security interest in your home or your rental home (collateral). You could lose your home (or your rental home) if you do not meet the obligations in your agreement with us.
3. **Possible Actions:** We may take the following actions with respect to your Account under the circumstances listed below:
 - A. **Termination and Acceleration:** We may terminate your Account and require you to pay the entire outstanding balance immediately, and charge you certain fees if any of the following occur:
 - i. You engage in any fraud or material misrepresentation in connection with your Account. For example, if there are false statements or omissions on your application or financial statements;
 - ii. You do not meet the repayment terms of your line; or
 - iii. Your action or inaction adversely affects the collateral or our rights in the collateral. For example, if you transfer title to or sell the collateral, or fail to maintain insurance, pay taxes, prevent the foreclosure of any items, or prevent waste of the collateral.
 - B. **Suspension of Credit/Reduction of Credit Limit:** We may refuse to make additional advances on your line of credit or reduce your credit limit if any of the following occur:
 - i. Any of the following listed in 3.A. above;
 - ii. The value of your dwelling securing your Account declines significantly below its appraised value for purposes of your Account;
 - iii. We reasonably believe you will not be able to meet repayment requirements of your Account due to a material change in your financial circumstances;
 - iv. Government action prevents us from imposing the annual percentage rate provided for or impairs our security interest such that the value of the interest is less than 120 percent of the credit line;
 - v. A regulatory agency has notified us that continued advances would constitute an unsafe and unsound practice; or
 - vi. The maximum annual percentage rate is reached.
4. **Minimum Payment Requirements:**
 - A. **Variable Rate Line:** For the Equity line accounts, you may obtain credit advances for the initial Ten (10) years ("draw period"). Payments will be due on a monthly basis during the draw period. Your minimum monthly payment will be the greater of 0.75% of your outstanding loan balance at statement cutoff, interest owed or \$50.00. At the end of the 10 year draw period you will no longer be able to obtain credit advances. The remaining balance of the line at the end of the draw period will be converted into a 15 year adjustable rate where the payment is re-amortized to maturity. A minimum monthly payment of \$100.00 applies. All payments are due the 27th of each month and will be applied as follows: Late Charges, interest due then principal. If you only pay the minimum payment, you may not pay off all of the outstanding balance by the end of the Repayment Period, in which case you will have to pay off the entire unpaid balance on the twenty-fifth anniversary of the opening of your line of credit in a single lump sum payment.
5. **Minimum Payment Example:**
 - A. **Primary Variable Rate Line:** If you took a single \$10,000 advance at an ANNUAL PERCENTAGE RATE of 4.25% and made only the minimum monthly payments, it would take one hundred twenty-four (124) months to pay off your Account. During that period, you would make one hundred twenty-three (123) monthly payments of \$100.00 and a final payment of approximately \$66.75.



6. Fees and Charges:

- A. All closing fees and charges are waived except for the cost of the property valuation which you are required to pay. Property valuations generally cost between \$100 - \$500.
 - B. There is no annual fee or pre-payment penalty.
 - C. If the minimum payment is not made by the 10th of the month following the payment due date, a late charge of \$30 will be assessed.
 - D. Each loan check on which you stop payment is subject to a \$30.00 fee, which you agree to pay. All stop payment requests are subject to the Credit Union's current policy related to stop payments, please refer to your Membership and Account Agreement.
 - E. The Credit Union will not return cancelled checks but will, upon specific request, provide you with photocopies of those checks. You agree to pay a \$2.00 fee for each photocopy, unless the request is related to an alleged billing error, and our investigation shows that the alleged error occurred.
 - F. The first HELOC Credit Card is provided at no charge. You agree to pay a \$5.00 fee for each replacement card. For additional fees related to your HELOC Credit Card please refer to the current fee schedule available at www.UMCU.org.
- 7. Insurance:** You must carry insurance on the property that secures this Account. Fire and Extended Coverage Insurance is required, with loss payable to the University of Michigan Credit Union from any insurance company of your choice which is acceptable to the Lender. Under some circumstances, if your property is located in a flood hazard zone and you live in a participating community, you may be required to obtain flood insurance to cover the property.
- 8. Loan Amount Requirements:** In general, the minimum loan amount is \$10,000.00 and the maximum is \$750,000.00. There is a \$50,000 maximum loan amount on income-producing (that is, non-owner-occupied) properties.
- 9. Property Types:** Owner-occupied homes or condominiums or non-owner-occupied (vacation, rental, or investment properties) in Michigan are eligible as security.
- 10. Percentage of Property Value Allowed:** Property may be financed up to 95% of the value if the property is owner-occupied; and up to 70% if it is non-owner-occupied, subject to credit qualification.
- 11. Tax Deductibility:** We suggest borrowers consult their tax advisors regarding tax deductibility of interest and charges under their Account.

12. ANNUAL PERCENTAGE RATE:

- A. Primary Variable Rate Line: Your account has a variable rate feature, and the annual percentage rate (corresponding to the periodic rate) and the number of payments may change as a result. The annual percentage rate includes interest and no other costs. Any increase or decrease in the ANNUAL PERCENTAGE RATE will affect the number of payments you make.
- 13. Variable Rate Calculation:** The annual percentage rate is based on the value of an Index. The Index is the Wall Street Journal published Prime Rate (if published in a range, the highest rate will be used). Information on this Index is published in 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. The amount of the Margin for your Account is based on your credit worthiness. Ask us for the current Index value, Margins, and annual percentage rate. After you open a variable rate line of credit, rate information will be provided on periodic statements sent to you. Changes in the Index will cause changes to the annual percentage rate effective the first date of each calendar quarter following an index change.
- 14. Variable Rate Changes:** The annual percentage rate can change quarterly. The change will take effect on the first day of each calendar quarter. The maximum annual interest rate adjustment is 5.00% with a minimum ANNUAL PERCENTAGE RATE of 3.50% and a maximum ANNUAL PERCENTAGE RATE of 25.00%. Your actual rate is determined by your credit profile and loan to value of the property.



- 15. Maximum Variable Rate and Payment Examples:** If you had an outstanding balance of \$10,000 at the beginning of your draw period, the minimum monthly payment at the maximum ANNUAL PERCENTAGE RATE of **25.00%** would be \$205.48. 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 **25.00%** would be \$227.69. The maximum interest rate can be reached the first time your interest rate changes, unless your initial rate is equal to the maximum, in which case it would be reached immediately.
- 16. Historical Example:** The following table shows how the annual percentage rate and minimum monthly payments for a single \$10,000.00 credit advance would have changed on a Home Equity Line of Credit based on Index changes over the last 15 years. The Index values are the Wall Street Journal published prime rate from July 1st of each year. The table assumes no additional credit advances were taken, the minimum payment was made each month, and the rate remained constant during each year. The table does not necessarily indicate how the index or your payments would change in the future.

HISTORICAL PAYMENT EXAMPLE

Year	Index	Margin*	Annual Percentage Rate	Monthly Minimum Payment
Draw Period				
2002	4.75	0.75	5.50	\$100.00
2003	4.00	0.75	4.75	\$100.00
2004	4.25	0.75	5.00	\$100.00
2005	6.25	0.75	7.00	\$100.00
2006	8.25	0.75	9.00	\$100.00
2007	8.25	0.75	9.00	\$100.00
2008	5.00	0.75	5.75	\$100.00
2009	3.25	0.75	4.00	\$100.00
2010	3.25	0.75	4.00	\$100.00
2011	3.25	0.75	4.00	\$100.00
Repayment Period				
2012	3.25	0.75	4.00	\$100.00
2013	3.25	0.75	4.00	\$100.00
2014	3.25	0.75	4.00	\$0.00
2015	3.25	0.75	4.00	\$0.00
2016	3.5	0.75	4.25	\$0.00

* This is a margin we have used recently for accounts with excellent credit and a combined loan-to-value below 80%. Your margin may be different. The minimum payment reflects an account minimum monthly payment restriction of \$100.00.

Rates are based on credit history and credit qualifications. This disclosure statement and the handbook entitled "What you should know about home equity lines of credit" are provided to you as required by law.



- C. Ownership of Website. The content, information and offers on our website are copyrighted by the University of Michigan Credit Union and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited.
- D. Geographic Restrictions. Electronic withdrawals or checks issued through the Bill Payment Service must be made to a Payee address in the United States of America.
- E. Venue. By execution of this agreement, the parties consent to venue in Washtenaw County of any action brought to enforce the terms of this agreement or to collect any monies due under it.
- F. Governing Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of Michigan. Your Account relationships shall continue to be governed by and construed in accordance with the laws as disclosed in such Account agreements.
- G. Scope of Agreement. This Agreement represents our complete agreement with you relating to our provision of the MemberNet Bill Payment Service. No other statement, oral or written, including language contained in our web site, unless otherwise noted, is part of this Agreement. Use of the Bill Payment Service constitutes acceptance of the terms outlined in this agreement.

X. In Case of Errors or Questions About Your Electronic Transfers

Please contact us by phone at 855-402-7813 or 800-968-8628

or by using the "Chat Now" feature in bill payment,

or write to us at: University of Michigan Credit Union, P.O. Box 7850, Ann Arbor, MI 48107-7850.

as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we send the first statement on which the problem or error appeared.

1. Tell us your name and account number.
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing, and we do not receive it within 10 business days, we may not credit your account.

We will tell you the results after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.