#### WASHINGTON SAVINGS BANK 200 SOUTH BANKER STREET, PO BOX 707, EFFINGHAM IL 62401 217-347-7173

#### CREDIT APPLICATION IMPORTANT APPLICANT INFORMATION: Federal law requires financial institutions to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law. TYPE OF CREDIT REQUESTED FOR CREDITOR USE IMPORTANT: Check $(\sqrt{\ })$ the appropriate boxes below and complete the applicable sections. DATE \_\_\_\_ CLASS NO. \_\_ SECURED INDIVIDUAL CREDIT - relying solely on my income or assets ACCOUNT NO APPROVED BY UNSECURED INDIVIDUAL CREDIT - relying on my income or assets as well as income or assets from other sources. DECLINED BY \_\_\_\_\_ JOINT CREDIT - We intend to apply for joint credit. (initials) AMOUNT REQUESTED FOR HOW LONG PAYMENT DATE DESIRED WANT TO REPAY PROCEEDS OF LOAN TO BE USED FOR: MONTHLY \$ SECTION A - INDIVIDUAL APPLICANT INFORMATION NAME (Last, First, Middle) **BIRTHDATE** TELEPHONE NO. DRIVER'S LICENSE NO. SOCIAL SECURITY NO. NO. DEPENDENTS AGES OF DEPENDENTS ADDRESS (Street, City, State & Zip) COUNTY Do you Own HOW LONG or rent? PREVIOUS ADDRESS (Street, City, State & Zip) (Complete if less than 3 years at present address) COUNTY Did you own HOW LONG or rent? EMPLOYER (Company Name & Address) HOW LONG BUSINESS PHONE Ext. POSITION OR TITLE SALARY PER MONTH GROSS: \$ NET: \$ PREVIOUS EMPLOYER (Company Name & Address) HOW LONG NAME & ADDRESS OF NEAREST RELATIVE NOT LIVING WITH YOU RELATIONSHIP TELEPHONE NO. (Include Area Code) Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation. Alimony, child support, separate maintenance received under: Court Order Written Agreement Oral Understanding SOURCES OF OTHER INCOME AMOUNT PER MONTH Is any income listed in this Section likely to be reduced before the credit request is paid off? Have you previously received credit from us? Yes (Explain) Yes - When? SECTION B - JOINT APPLICANT OR OTHER PARTY INFORMATION Complete only if: for joint credit, for individual credit relying on income or assets from other sources, or applicant is married and resides in a community property state. NAME (Last, First, Middle) BIRTHDATE TELEPHONE NO. DRIVER'S LICENSE NO. SOCIAL SECURITY NO. NO. DEPENDENTS AGES OF DEPENDENTS RELATIONSHIP TO APPLICANT (If Any) PRESENT ADDRESS (Street, City, State & Zip) HOW LONG EMPLOYER (Company Name & Address) HOW LONG BUSINESS PHONE POSITION OR TITLE SALARY PER MONTH Fxt GROSS: \$ NET: \$ PREVIOUS EMPLOYER (Company Name & Address) HOW LONG Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation. Alimony, child support, separate maintenance received under: Court Order Written Agreement Oral Understanding SOURCES OF OTHER INCOME AMOUNT PER MONTH Is any income listed in this Section likely to be reduced before the credit requested is paid off? Has Joint Applicant or Other Party ever received credit from us? ☐ No Yes (Explain) □ No Yes - When? **SECTION C - MARITAL STATUS** Complete only if: for joint or secured credit, or applicant resides in a community property state or is relying on property located in such a state as a basis for repayment of the credit requested. ☐ Married Separated APPLICANT Unmarried (including single, divorced, and widowed) OTHER PARTY Unmarried (including single, divorced, and widowed) Separated

#### **SECTION D - ASSET & DEBT INFORMATION**

If Section B has been completed, this Section should be completed giving information about both the Applicant and Joint Applicant or Other Person.

Please mark Applicant-related information with an "A". If Section B was not completed, only give information about the Applicant in this Section.

ASSETS OWNED (Use separate sheet if necessar	ry.)					
DESCRIPTION OF ASSETS		NAME IN WHICH THE ACCOUNT IS O	ARRIED	SUBJEC	T TO DEBT?	VALUE
CHECKING ACCOUNT NUMBER(S) (where)						\$
SAVINGS ACCOUNT NUMBER(S) (where)						
CERTIFICATE OF DEPOSIT(S) (where)						
MARKETABLE SECURITIES (issuer, type, no. of shares)						
REAL ESTATE (location, date acquired)						
LIFE INSURANCE (issuer, face value)						
AUTOMOBILES (make, model, year)						
OTHER (list)						
TOTAL ASSETS						\$
OUTSTANDING DEBTS (Include charge account	s, installment contracts,	credit cards, rent, mortgages and other ob	ligations. Us	e separate	sheet if necessar	y.)
CREDITOR	ACCOUNT NUMBER	NAME IN WHICH THE ACCOUNT IS CARRIED		GINAL DUNT	PRESENT BALANCE	MONTHLY PAYMENTS
LANDLORD OR MORTGAGE HÖLDER	Rent Payment Mortgage		(OMIT	RENT)	(OMIT RENT)	\$
AUTOMOBILES (describe)						
TOTAL DEBTS			\$		\$	\$
		oth the Applicant and Joint Applicant or Ot	her Person (	(if applicabl	e):	
Are you obligated to make Alimony, Support or Mainte	enance Payments?					
If yes, to (Name & Address)  Are you a co-maker, endorser, or guarantor on any lo	an or contract?				month \$	
Are there any unsatisfied judgments against you?						
Have you been declared bankrupt in the last 10 years						ar?
SECTION E - SECURI	ED CREDIT Complete	only if credit is to be secured. Briefly describe the	he property to	be given as	security:	
PROPERTY DESCRIPTION						
NAMES & ADDRESSES OF ALL CO-OWNERS OF T	HE PROPERTY					
IF THE SECURITY IS REAL ESTATE, GIVE THE FU	LL NAME OF YOUR SPO	DUSE (if any).				
SIGNATURES - I certify that everything I have sta	ated in this application a	nd on any attachments is correct. Lender	may keep t	his applicat	ion whether or no	t it is approved. B

SIGNATURES - I certify that everything I have stated in this application and on any attachments is correct. Lender may keep this application whether or not it is approved. By signing below I authorize Lender to check my credit and employment history and to answer questions others may ask Lender about my credit record with Lender. I understand that I must update credit information at Lender's request if my financial condition changes.

Date



## INSURANCE DISCLOSURE FOR CREDIT APPLICATION

Applicant:	Lender:	Washington Savings Bank 200 S Banker St. P.O. Box 707
		Effingham, IL 62401

#### **IMPORTANT**

## DO NOT SIGN THIS FORM UNTIL YOU CAREFULLY READ IT AND UNDERSTAND ITS CONTENT

#### Purpose.

You have submitted an application for a loan. In connection with your loan application, Lender may be soliciting, offering to sell, or will sell you an insurance product or annuity. Federal law requires Lender to provide you with the following disclosures.

#### Credit Disclosures.

- 1. Lender, as a condition of granting you a loan, cannot require that you purchase an insurance product or annuity from Lender or any of its affiliates.
- 2. Lender, as a condition of granting you a loan, cannot require your agreement not to obtain or prohibit you from obtaining an insurance product or annuity from an unaffiliated entity.

#### Acknowledgment.

APPLICANT:

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ, RECEIVED AND UNDERSTAND THIS INSURANCE DISCLOSURE.

ALL EIGANT.	
x	
A pplicant	Date
V	
Applicant	- Data
Applicant	Date



## HOME EQUITY APPLICATION DISCLOSURE

Borrower: Lender: Washington Savings Bank

200 S Banker St. P.O. Box 707 Effingham, IL 62401

## IMPORTANT TERMS OF OUR HOME EQUITY APPLICATION DISCLOSURE

This disclosure contains important information about our HELOC Prime (the "Plan" or the "Credit Line"). You should read it carefully and keep a copy for your records.

**AVAILABILITY OF TERMS.** All of the terms of the Plan described herein 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. Under this Plan, we have the following rights:

**Termination and Acceleration. We can terminate the Plan** and require you to pay us the entire outstanding balance in one payment, and charge you certain fees, if any of the following happens:

- (a) You commit fraud or make a material misrepresentation at any time in connection with the Plan. This can include, for example, a false statement about your income, assets, liabilities, or any other aspect of your financial condition.
- (b) You do not meet the repayment terms of the Plan.
- (c) Your action or inaction adversely affects the collateral for the Plan or our rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a senior lien on the dwelling without our permission, foreclosure by the holder of another lien or the use of funds or the dwelling for prohibited purposes.

Suspension or Reduction. In addition to any other rights we may have, we can suspend additional extensions of credit or reduce your credit limit during any period in which any of the following are in effect:

- (a) The value of your dwelling declines significantly below the dwelling's appraised value for purposes of the Plan. This includes, for example, a decline such that the initial difference between the credit limit and the available equity is reduced by fifty percent and may include a smaller decline depending on the individual circumstances.
- (b) We reasonably believe that you will be unable to fulfill your payment obligations under the Plan due to a material change in your financial circumstances.
- (c) You are in default under any material obligation of the Plan. We consider all of your obligations to be material. Categories of material obligations include, but are not limited to, the events described above under Termination and Acceleration, obligations to pay fees and charges, obligations and limitations on the receipt of credit advances, obligations concerning maintenance or use of the dwelling or proceeds, obligations to pay and perform the terms of any other deed of trust, mortgage or lease of the dwelling, obligations to notify us and to provide documents or information to us (such as updated financial information), obligations to comply with applicable laws (such as zoning restrictions).
- (d) We are precluded by government action from imposing the annual percentage rate provided for under the Plan.
- (e) 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 limit.
- (f) We have been notified by governmental authority that continued advances may constitute an unsafe and unsound business practice.
- (g) The maximum annual percentage rate under the Plan is reached.

Change in Terms. We may make changes to the terms of the Plan if you agree to the change in writing at that time, if the change will unequivocally benefit you throughout the remainder of the Plan, or if the change is insignificant (such as changes relating to our data processing systems).

Fees and Charges. In order to open and maintain an account, you must pay certain fees and charges.

Lender Fees. The following fees must be paid to us:

Description	Amount	When Charged
Annual Fee:	\$75.00	Annually
NSF Handling Fee:	\$30.00	At the time a payment is returned to us for non-sufficient funds
Stop Payment Fee:	\$30.00	At the time you request a Stop Payment
NSF Check Returned Fee:	30.00	At the time a check for payment is returned to depositor for non-sufficient funds

Late Charge. Your payment will be late if it is not received by us within 10 days after the "Payment Due Date" shown on your periodic statement. If your payment is late we may charge you 5.000% of the unpaid amount of the payment.

Third Party Fees. You must pay certain fees to third parties such as appraisers, credit reporting firms, and government agencies.

## HOME EQUITY APPLICATION DISCLOSURE (Continued)

These third party fees generally total between \$0.00 and \$800.00. We estimate the breakdown of these as follows:

Description	Amount	When Charged
Title Fees:	250.00	At Account Opening
Appraisal:	500.00	At Account Opening
Recording Fees:	148.00	At Account Opening
Flood Determination Fee:	24.00	At Account Opening

PROPERTY INSURANCE. You must carry insurance on the property that secures the Plan.

MINIMUM PAYMENT REQUIREMENTS. You can obtain advances of credit during the following period: 15 Years (the "Draw Period"). Your Regular Payment will equal the amount of your accrued FINANCE CHARGES or \$50.00, whichever is greater. You will make 179 of these payments. You will then be required to pay the entire balance owing in a single balloon payment. If you make only the minimum payments, you may not repay any of the principal balance by the end of this payment stream. Your payments will be due monthly. Your "Minimum Payment" will be the Regular Payment, plus any amount past due and all other charges. An increase in the ANNUAL PERCENTAGE RATE may increase the amount of your Regular Payment.

In any event, if your Credit Line balance falls below \$50.00, you agree to pay your balance in full.

**MINIMUM PAYMENT EXAMPLE.** If you made only the minimum payment and took no other credit advances, it would take 15 years to pay off a credit advance of \$10,000.00 at an ANNUAL PERCENTAGE RATE of 8.000%. During that period, you would make 179 monthly payments ranging from \$61.37 to \$67.95 and one final payment of \$10,067.95.

TRANSACTION REQUIREMENTS. The following transaction limitations will apply to the use of your Credit Line:

Credit Line Equity Reserve Limitations. The following transaction limitations will apply to your Credit Line and the writing of Equity Reserves.

Minimum Advance Amount. The minimum amount of any credit advance that can be made on your Credit Line is \$1.00. This means any Equity Reserve must be written for at least the minimum advance amount.

On-Line Banking Limitations. The following transaction limitations will apply to your Credit Line and accessing by other methods.

Minimum Advance Amount. The minimum amount of any credit advance that can be made on your Credit Line is \$1.00.

Other Transaction Requirements. Limitations on the use of On-Line Banking

Credit Limit Violation. Your Credit Limit has been exceeded or will be exceeded by honoring the requested advance.

Termination or Suspension. Your Credit Line has been terminated or suspended as provided in the Agreement or could be terminated or suspended if the requested advance was made; or

On-line Banking Agreement Terminated: Your on-line banking agreement with us has been terminated or suspended or honoring the requested advance would violate the terms of that agreement.

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

**VARIABLE RATE FEATURE.** The Plan has a variable rate feature. The ANNUAL PERCENTAGE RATE (corresponding to the periodic rate), and the minimum payment amount can change as a result. The ANNUAL PERCENTAGE RATE does not include costs other than interest.

**THE INDEX.** The annual percentage rate is based on the value of an index (referred to in this disclosure as the "Index"). The Index is the Prime Rate, as published in the Central Edition of The Wall Street Journal The index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notice to Borrower. Lender will tell Borrower the current index rate upon Borrower's request. Borrower understands that Lender may make loans based on other rates as well. Information about the Index is available or published in the Central Edition of the Wall Street Journal. We will use the most recent Index value available to us as of the date of any annual percentage rate adjustment.

**ANNUAL PERCENTAGE RATE.** To determine the Periodic Rate that will apply to your account, we add a margin to the value of the Index, then divide the value by 365 days. To obtain the ANNUAL PERCENTAGE RATE we multiply the Periodic Rate by the number of days in a year (366 during leap years). This result is the **ANNUAL PERCENTAGE RATE.** A change in the Index rate generally will result in a change in the ANNUAL PERCENTAGE RATE may change also may be affected by the lifetime annual percentage rate limits, as discussed below.

Please ask us for the current Index value, margin, discount and annual percentage rate. After you open a credit line, rate information will be provided on periodic statements that we send you.

FREQUENCY OF ANNUAL PERCENTAGE RATE ADJUSTMENTS. Your 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. However, under no circumstances will your ANNUAL PERCENTAGE RATE exceed 18.000% per annum or, go below 4.000% per annum at any time during the term of the Plan.

**MAXIMUM RATE AND PAYMENT EXAMPLE.** If you had an outstanding balance of \$10,000.00, the minimum payment at the maximum ANNUAL PERCENTAGE RATE of 18.000% would be \$152.88. This ANNUAL PERCENTAGE RATE could be reached at the time of the 1st payment.

PREPAYMENT. You may prepay all or any amount owing under the Plan at any time without penalty.

**HISTORICAL EXAMPLE.** The example below 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 from 2010 to 2024. The Index values are from the following reference period: as of December 31st of each year. While only one payment per year is shown, payments may have varied during each year. Different outstanding principal balances could result in different payment amounts.

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 would change in the future.

#### **INDEX TABLE**

Year (as of December 31st of each year)	Index (Percent)	Margin (1) (Percent)	ANNUAL PERCENTAGE RATE	Monthly Payment (Dollars)
2010	3.250 3.250 3.250 3.500 3.750 4.500 5.500 4.750 3.250 3.250 3.250 3.250	0.500 0.500 0.500 0.500 0.500 0.500 0.500 0.500 0.500 0.500 0.500 0.500 0.500	4.000 (8) 4.000 (8) 4.000 (8) 4.000 (8) 4.000 (8) 4.000 4.250 5.000 6.000 5.250 4.000 (8) 4.000 (8) 8.000 9.000 8.000	50.00 50.00 50.00 50.00 50.00 50.00 50.00 50.00 50.00 50.00 50.00 50.00 50.00 50.00

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

#### **BORROWER ACKNOWLEDGMENT**

The Borrower, after having read the contents of the above disclosure, acknowledges receipt of this Disclosure Statement and further acknowledges that this Disclosure was completed in full prior to its receipt. The Borrower also acknowledges receipt of the handbook entitled "What you should know about Home Equity Lines of Credit".

#### **BORROWER:**

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<sup>(8)</sup> This A.P.R. reflects a 4.000 percent floor.



## **APPRAISAL NOTICE**

App. Date	Application No.	Loan Amount	Dept.	Collateral	Officer	Init.
	References in the boxes above are for Lender's	t I s use only and do not limit the applic	ability of this docu	ment to any particular loan	or item.	
Applicant:		Lende	Main 200 PO E	nington Savings Ban office S Banker St Box 707 gham, IL 62401	ık	
Document Date:						
	an appraisal to determine the proper fyour loan does not close.	ty's value and charge you	for this app	raisal. We will pron	nptly give you a c	copy of any
You can pay for	an additional appraisal for your own u	se at your own cost.				
By signing below	, you acknowledge receipt of this App	oraisal Notice.				
APPLICANT:						
XApplicant		X Date Applic	ant		Da	te

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WHAT YOU SHOULD KNOW ABOUT

# Home Equity Lines of Credit (HELOC)

Borrowing from the value of your home







## How to use the booklet

When you and your lender discuss home equity lines of credit, often referred to as HELOCs, you receive a copy of this booklet. It helps you explore and understand your options when borrowing against the equity in your home.

You can find more information from the Consumer Financial Protection Bureau (CFPB) about home loans at cfpb.gov/mortgages. You'll also find other mortgage-related CFPB resources, facts, and tools to help you take control of your borrowing options.

## About the CFPB

The CFPB is a 21st century agency that implements and enforces federal consumer financial law and ensures that markets for consumer financial products are fair, transparent, and competitive.

This pamphlet, titled What you should know about home equity lines of credit, was created to comply with federal law pursuant to 15 U.S.C. 1637a(e) and 12 CFR 1026.40(e).

## How can this booklet help you?

This booklet can help you decide whether home equity line of credit is the right choice for you, and help you shop for the best available option.

A home equity line of credit (HELOC) is a loan that allows you to borrow, spend, and repay as you go, using your home as collateral.

Typically, you can borrow up to a specified percentage of your equity. Equity is the value of your home minus the amount you owe on your mortgage.

Consider a HELOC if you are confident you can keep up with the loan payments. If you fall behind or can't repay the loan on schedule, you could lose your home.

## After you finish this booklet:

- You'll understand the effect of borrowing against your home
- You'll think through your borrowing and financing options, besides a HELOC
- You'll see how to shop for your best HELOC offer
- You'll see what to do if the economy or your situation changes

## Compare a HELOC to other money sources

Before you decide to take out a HELOC, it might make sense to consider other options that might be available to you, like the ones below.

#### TIP

Renting your home out to other people may be prohibited under the terms of your line of credit.

MONEY SOURCE	HOW MUCH CAN YOU BORROW	VARIABLE OR FIXED RATE	IS YOUR HOME AT RISK?	TYPICAL ADVANTAGES	TYPICAL DISADVANTAGES
HELOC You borrow against the equity in your home	Generally a percentage of the appraised value of your home, minus the amount you owe on your mortgage	Variable. typically	Yes	Continue repaying and borrowing for several years without additional approvals or paperwork	Repayment amount varies; repayment is often required when you sell your home
SECOND MORTGAGE OR HOME EQUITY LOAN You borrow against the equity in your home	Generally a percentage of the appraised value of your home, minus the amount you owe on your mortgage	Fixed	Yes	Equal payments that pay off the entire loan	If you need more money, you need to apply for a new loan; repayment is often required when you sell your home
CASH-OUT REFINANCE You replace your existing mortgage with a bigger mortgage and take the difference in cash	Generally a percentage of the appraised value of your home; the amount of your existing loan plus the amount you want to cash out	Variable or fixed	Yes	Continue to make just one mortgage payment	Closing costs are generally higher; it may take longer to pay off your mortgage; interest rate may be higher than your current mortgage
PERSONAL LINE OF CREDIT You borrow based on your credit, without using your home as collateral	Up to your credit limit, as determined by the lender	Variable, typically	No	Continue repaying and borrowing for several years without additional approvals or paperwork	Solid credit is required; you may need to pay the entire amount due once a year; higher interest rate than a loan that uses your home as collateral

# Compare a HELOC to other money sources

MONEY SOURCE	HOW MUCH CAN YOU BORROW	VARIABLE OR FIXED RATE	IS YOUR HOME AT RISK?	TYPICAL ADVANTAGES	TYPICAL DISADVANTAGES
RETIREMENT PLAN LOAN You borrow from your retirement savings in a 401(k) or similar plan through your current employer	Generally, up to 50% of your vested balance or \$50,000, whichever is less	Fixed	No	Repay through paycheck deductions; paperwork required but no credit check and no impact on your credit score	If you leave or lose your job, repay the whole amount at that time or pay taxes and penalties; spouse may need to consent
HOME EQUITY CONVERSION MORTGAGE (HECM) You must be age 62 or older, and you borrow against the equity in your home	Depends on your age, the interest rate on your loan, and the value of your home	Fixed or variable	Yes	You don't make monthly loan payments— instead, you typically repay the loan when you move out, or your survivors repay it after you die	The amount you owe grows over time; you might not have any value left in your home if you want to leave it to your heirs
CREDIT CARD You borrow money from the credit card company and repay as you go	Up to the amount of your credit limit, as determined by the credit card company	Fixed or variable	No	No minimum purchase; consumer protections in the case of fraud or lost or stolen card	Higher interest rate than a loan that uses your home as collateral
FRIENDS AND FAMILY You borrow money from someone you are close to	Agreed on by the borrower and lender	Variable, fixed or other	No	Reduced waiting time, fees, and paperwork compared to a formal loan	Forgiven loans and unreported or forgiven interest can complicate taxes, especially for large loans; can jeopardize important personal relationships if something goes wrong

## How HELOCs work

#### PREPARE FOR UP-FRONT COSTS

Some lenders waive some or all of the up-front costs for a HELOC. Others may charge fees. For example, you might get charged:

- A fee for a property appraisal, which is a formal estimate of the value of your home
- An application fee, which might not be refunded if you are turned down
- Closing costs, including fees for attorneys, title search, mortgage preparation and filing, property and title insurance, and taxes

#### PULL MONEY FROM YOUR LINE OF CREDIT

Once approved for a HELOC, you can generally spend up to your credit limit whenever you want. When your line of credit is open for spending, you are in the you are in the borrowing period, also called the draw period. Typically, you use special checks or a credit card to draw on your line. Some plans require you to borrow a minimum amount each time (for example, \$300) or keep a minimum amount outstanding. Some plans require you to take an initial amount when the credit line is set up.

## MAKE REPAYMENTS DURING THE "DRAW PERIOD"

Some plans set a minimum monthly payment that includes a portion of the **principal** (the amount you borrow) plus accrued interest. The portion of your payment that goes toward principal typically does not repay the principal by the end of the term. Other plans may allow payment of the interest only, during the draw period, which means that you pay nothing toward the principal.

If your plan has a variable interest rate, your monthly payments may change even if you don't draw more money.

#### **ENTER THE "REPAYMENT PERIOD"**

Whatever your payment arrangements during the draw period—whether you pay some, a little, or none of the principal amount of the loan—when the draw period ends you enter a repayment period. Your lender may set a schedule so that you repay the full amount, often over ten or 15 years.

Or, you may have to pay the entire balance owed, all at once, which might be a large amount called a balloon payment. You must be prepared to make this **balloon payment** by refinancing it with the lender, getting a loan from another lender, or some other means. If you are unable to pay the balloon payment in full, you could lose your home.

#### RENEW OR CLOSE OUT THE LINE OF CREDIT

At the end of the repayment period, your lender might encourage you to leave the line of credit open. This way you don't have to go through the cost and expense of a new loan, if you expect to borrow again. Be sure you understand if annual maintenance fees or other fees apply, even if you are not actively using the credit line.

#### TIP

If you sell your home, you are generally required to pay off your HELOC in full immediately. If you are likely to sell your home in the near future, consider whether or not to pay the up-front costs of setting up a line of credit.

GET THREE HELOC ESTIMATES  Shopping around lets you compare costs and features, so you can feel confident you're making the best choice for your situation.	OFFER A	OFFER B	OFFER C
Initiating the HELOC			
Credit limit \$			
First transaction \$			
Minimum transaction \$			
Minimum balance \$			
Fixed annual percentage rate %			
Variable annual percentage rate %			
» Index used and current value			
» Amount of margin			
» Frequency of rate adjustments			
» Amount/length of discount rate (if any)			
» Interest rate cap and floor			
Length of plan			
» Draw period			
» Repayment period			
Initial fees			
» Appraisal fee \$			
» Application fee \$			

GET THREE HELOC ESTIMATES  Shopping around lets you compare costs and features, so you can feel confident you're making to best choice for your situation.	he	OFFER A	OFFER B	OFFER C
» Up-front charges, including points	\$			
» Early termination fee	\$			
» Closing costs				
During the draw period				
» Interest and principal payments	\$			
» Interest-only payments?	\$			
» Fully amortizing payments	\$			
» Annual fee (if applicable)	\$			
» Transaction fee (if applicable)	\$			
» Inactivity fee	\$			
» Prepayment and other penalty fees	\$			
During the repayment period				
» Penalty for overpayments?				
» Fully amortizing payment amount?				
» Balloon repayment of full balance owed?				
» Renewal available?				
» Refinancing of balance by lender?				
» Conversion to fixed-term loan?				

## How variable interest rates work

Home equity lines of credit typically involve variable rather than fixed interest rates.

A variable interest rate generally has two parts: the index and the margin.

An index is a measure of interest rates generally that reflects trends in the overall economy Different lenders use different indexes in their loans. Common indexes include the U.S. prime rate and the Constant Maturity Treasury (CMT) rate. Talk with your lender to find out more about the index they use.

The margin is an extra percentage that the lender adds to the index.

Lenders sometimes offer a temporarily discounted interest rate for home equity lines—an introductory or **teaser rate** that is unusually low for a short period, such as six months.

## Rights and responsibilities

Lenders are required to disclose the terms and costs of their home equity lines of credit. They need to tell you:

- Annual percentage rate (APR)
- Information about variable rates
- Payment terms
- Requirements on transactions, such as minimum draw amounts and number of draws allowed per year

- Annual fees
- Miscellaneous charges

You usually get these disclosures when you receive a loan application, and you get additional disclosures before the line of credit is opened. In general, the lender cannot charge a nonrefundable fee as part of your application until three days after you have received the disclosures.

If the lender changes the terms before the loan is made, you can decide not to go forward with it, and the lender must return all fees. There is one exception: the variable interest rate might change, and in that case if you decide not to go ahead with the loan, your fees are not refunded.

Lenders must give you a list of HUD-approved housing counselors in your area. You can talk to counselor about how HELOCs work and get free or low-cost help with budgeting and money management.

## Right to cancel (also called right to rescind)

If you change your mind for any reason, under federal law, you can cancel the credit line in the first three days. Notify the lender in writing within the first three days after the account was opened. The lender must then cancel the loan and return the fees you paid, including application and appraisal fees.

#### TIP

Some HELOCs let you convert some of your balance to a fixed interest rate. The fixed interest rate is typically higher than the variable rate, but it means more predictable payments.

# If something changes during the course of the loan

HELOCs generally permit the lender to freeze or reduce your credit line if the value of your home falls or if they see a change for the worse in your financial situation. If this happens, you can:

- Talk with your lender. Find out the reason for the freeze or reduction. You might need to check your credit reports for errors that might have caused a downgrade in your credit. Or, you might need to talk with your lender about a new appraisal on your home and make sure the lender agrees to accept a new appraisal as valid.
- Shop for another line of credit. If another lender offers you a line of credit, you may be able to use that to pay off your original line of credit. Application fees and other fees may apply for the new loan.



## WELL DONE!

For most people, a home is their most valuable asset. A HELOC can help you make the most of this asset, when you understand the ins and outs and know what to expect.

14 HOME EQUITY LINES OF CREDIT HOW HELOCS WORK 15



## In this booklet:

## ? ASK YOURSELF

Have I considered other sources of money and loans, besides a HELOC?

Have I shopped around for HELOC features and fees?

Am I comfortable with the worst-case scenario, where I could lose my home?



## **ONLINE TOOLS**

CFPB website cfpb.gov

Answers to common questions cfpb.gov/askcfpb

Tools and resources for home buyers cfpb.gov/owning-a-home

Talk to a HUD-approved housing counselor cfpb.gov/find-a-housing-counselor

Submit a complaint cfpb.gov/complaint

# Adjustable-Rate Mortgages

Find out how your payment can change over time







## How to use the booklet

When you and your mortgage lender discuss adjustable-rate mortgages (ARMs), you receive a copy of this booklet. When you apply for an ARM loan, you receive a Loan Estimate. You can request and receive multiple Loan Estimates from competing lenders to find your best deal.

You may want to have your Loan Estimate handy for any loan you are considering as you work through this booklet. We reference a sample Loan Estimate throughout the booklet to help you apply the information to your situation.

You can find more information about ARMs at cfpb.gov/about-arms. You'll also find other mortgage-related CFPB resources, facts, and tools to help you take control of the homebuying process.

## About the CFPB

The Consumer Financial Protection Bureau regulates the offering and provision of consumer financial products and services under the federal consumer financial laws and educates and empowers consumers to make better informed financial decisions.

This booklet, titled Consumer Handbook on Adjustable Rate Mortgages, was created to comply with federal law pursuant to 12 U.S.C. 2604 and 12 CFR 1026.19(b)(1).

## How can this booklet help you?

This booklet can help you decide whether an adjustable-rate mortgage (ARM) is the right choice for you and to help you take control of the homebuying process.

Your lender may have already provided you with a copy of Your Home Loan Toolkit. You can also download the Toolkit from the CFPB's Buying a House guide at <a href="mailto:cfpb.gov/buy-a-house/">cfpb.gov/buy-a-house/</a>.

An ARM is a mortgage with an interest rate that changes, or "adjusts," throughout the loan.

With an ARM, the interest rate and monthly payment may start out low. However, both the rate and the payment can increase very quickly.

Consider an ARM only if you can afford increases in your monthly payment—even to the maximum amount.

## After you finish this booklet:

- You'll understand how an ARM works and whether it's the right choice for you. (page 2)
- You'll know how to review important documents when you apply for an ARM. (page 6)
- You'll understand the risks that come with different types of ARMs. (page 18)

## Is an ARM right for you?

ARMs come with the risk of higher payments in the future that you might not be able to predict. But in some situations, an ARM might make sense for you. If you are considering an ARM, be sure to understand the tradeoffs.

#### TIP

Don't count on being able to refinance before your interest rate and monthly payments increase. You might not qualify for refinancing if the value of your home goes down or if something unexpected damages your financial situation, like a job loss or medical costs.

COMPARE	FIXED-RATE MORTGAGE	ADJUSTABLE-RATE MORTGAGE
Consider this option if	<ul> <li>You prefer predictable payments, or</li> <li>You plan to keep your home for a long period of time</li> </ul>	<ul> <li>You are confident you can afford increases in your monthly payment—even to the maximum amount, or</li> <li>You plan to sell your home within a short period of time</li> </ul>
Interest rate	<ul> <li>Set when you take out the loan</li> <li>Stays the same for the entire loan term</li> </ul>	<ul> <li>Based on an index that changes</li> <li>May start out lower than a fixed rate mortgage but you bear the risk of increases throughout your loan</li> </ul>
Monthly payment	<ul> <li>Principal and interest payment stays the same over the life of your loan</li> <li>You know the total you will pay in principal and interest over the life of the loan</li> </ul>	<ul> <li>Initial principal and interest payment amount remains in effect for a limited period</li> <li>You can't know in advance how much total interest you will pay because your interest rate changes</li> <li>If you can't afford the increased payments, you may lose your home to foreclosure</li> </ul>

## Learn about how ARMs work

As you decide whether to move ahead with an ARM, you should understand how they work and how your housing costs can be affected.

## Interest rate = index + margin

The interest rate on an ARM has two parts: the index and the margin.

#### INDEX

An index is a measure of interest rates generally that reflects trends in the overall economy. Different lenders use different indexes for their ARM programs.

Common indexes include the U.S. prime rate and the Constant Maturity Treasury (CMT) rate. Talk with your lender to find out more about the index they use, which is also shown on your Loan Estimate.

#### MARGIN

The margin is an extra percentage that the lender adds to the index.

You can shop around to different lenders to find the lowest combination of the index plus the margin. Your Loan Estimate shows the index and the margin being offered to you.

## Changes to initial rate and payment

The initial interest rate and initial principal and interest payment amount on an ARM remain in effect for a limited period.

So, when you see ARMs advertised as 5/1 or 5/6m ARMs:

- The first number tells you the length of time your initial interest rate lasts.
- The second number tells you how often the rate changes after that.

For example, during the first five years in a 5/6m ARM your rate stays the same. After that, the rate may adjust every six months (the 6m in the 5/6m example) until the loan is paid off. This period between rate changes is called the adjustment period. Adjustment periods can vary. Some last a month, a year, or like this example, six months.

For some ARMs, the initial rate and payment can be very different from the rates and payments later in the loan term. Even if the market for interest rates is stable, your rates and payments could change a lot.

## Use your Loan Estimate to understand your ARM

When you apply for a mortgage, the lender gives you a document Save this Lc an Estimate to compare with your Closing Disclosure. **Loan Estimate** LOAN TERM 30 years called a Loan Estimate. It PURPOSE Purchase DATE ISSUED 5/1 Adjustable Rate describes important features of LOAN TYPE IXI Conventional ☐ FHA ☐ VA ☐ APPLICANTS LOAN ID# 123456789 RATE LOCK 

▼ NO □YES the loan the lender is offering PROPERTY Before closing, your interest rate, points, and lender credits can change unless you lock the interest rate. All other estimated you. This section illustrates the SALE PRICE closina costs expire on parts of a Loan Estimate that are Loan Terms Can this amount increase after closing? specific features of ARM loans. \$216,000 Loan Amount Adjusts **every year** starting in year 6 Can go **as high as 8%** in year 8 See **AIR Table on page 2** for details 3% An interactive, online version of a Loan Estimate sample is available \$910.66 Adjusts **every year** starting in year 6 Can go **as high as \$1,467** in year 8 **Monthly Principal & Interest** See Projected Payments Below at: cfpb.gov/arm-explainer/ for Your Total Monthly Payment Does the loan have these features? **Prepayment Penalty** Loan Terms **Balloon Payment Projected Payments** Years 1-5 **Payment Calculation** Years 6 Years 7 Years 8-30 \$910.66 \$838 min \$838 min \$838 min Principal & Interest \$1,123 max \$1,350 max \$1,467 max Mortgage Insurance 99 341 341 341 341 Amount can increase over time Projected \$1,290 \$1,217 - \$1,502 \$1,217 - \$1,729 \$1,179 - \$1,808 **Payments** This estimate includes In escrow? ▼ Property Taxes Estimated Taxes, Insurance YFS \$341 X Homeowner's Insurance Amount can increase over time Other: See Section G on page 2 for escrowed property costs. You must pay for other property costs separately. Costs at Closing **Estimated Closing Costs** in Loan Costs + in Other Costs -\$X.XXX Includes Closing Costs. See calculating Cash to Close on page 2 **Estimated Cash to Close** \$XX,XXX Visit www.consumerfinance.gov/learnmore for general information and tools. LOAN ESTIMATE PAGE 1 OF 3 • LOAN ID # 123456789 Index + Margin 1 Year Cmt + 2.25% Adjustable Initial Interest Rate 3% Minimum/Maximum Interest Rate 2.25% / 8% Interest Rate **Change Frequency** First Change Beginning of 61st month (AIR) Table Limits on Interest Rate Changes First Change 2% Subsequent Changes 2% LOAN ESTIMATE PAGE 2 OF 3 . LOAN ID # 123456789

**Product** 

#### I oan terms

#### **INTEREST RATE**

The Loan Estimate shows the *initial* interest rate you pay at the beginning of your loan term. This row also shows how often your rate can change and how high it can go.

#### **MONTHLY PRINCIPAL & INTEREST**

The Loan Estimate shows the initial monthly principal and interest payment you'll make if you accept this loan. Your principal is the money that you originally agreed to pay back on your loan. Interest is a cost you pay to borrow the principal. The initial principal and interest payment amount for an ARM is set only for the initial period and may change after that.



You might hear, "An ARM makes sense because you can refinance the loan before your interest rate and monthly payment increase."

Ask yourself, a spouse, or a loved one:

"What if the market value of the home goes down?"

"What if our financial situation or our credit score gets damaged by something unexpected like a job loss or illness?"

"If we can't refinance at a better rate. can we afford the maximum interest rate and payment increase under this loan?"

Loan Terms		Can this amount increase after closing?
Loan Amount	\$216,000	NO
Interest Rate	3%	YES · Adjusts every year starting in year 6 · Can go as high as 8% in year 8 · See AIR Table for details
Monthly Principal & Interest See Projected Payments Below for Your Total Monthly Payment	\$910.66	YES · Adjusts every year starting in year 6 · Can go as high as \$1,467 in year 8
		Does the loan have these features?
Prepayment Penalty		NO
Balloon Payment		NO

Example of "Loan terms" section. Find this on page 1 of your own Loan Estimate

Payment Calculation	Years 1-5	Years 6	Years 7	Years 8-30
Principal & Interest	\$910.66	\$838 min \$1,123 max	\$838 min \$1,350 max	\$838 min \$1,467 max
Mortgage Insurance	+ 99	+ 99	+ 99	+
Estimated Escrow  Amount can increase over time	+ 341	+ 341	+ 341	+ 341
Estimated Total Monthly Payment	\$1,290	\$1,217 – \$1,502	\$1,217 – \$1,729	\$1,179 – \$1,808
Estimated Taxes, Insurance & Assessments Amount can increase over time	\$341 a month			

Example of "Projected payments" section. Find this on page 1 of your own Loan Estimate

## Projected payments

#### **PRINCIPAL & INTEREST**

The monthly principal and interest payment on your ARM is likely to change after the initial period. Review this section to see how your payment can change based on your loan's interest rate.

#### **ESTIMATED TOTAL MONTHLY PAYMENT**

Review this row to see the total minimum and maximum monthly payments. The payments include mortgage insurance, property taxes, homeowners insurance, and any additional property assessments or other escrow items. Learn more about these mortgage terms at cfpb.gov/mortgage-terms/

Keep in mind that other parts of your monthly and annual housing costs can change, such as your property taxes and homeowners insurance payments.



## THE TALK

Talk over how your financial life could be affected if your ARM monthly payment increases. In future years, you might face money decisions like:

- Job changes
- School or other education expenses
- Medical needs and expenses

Because ARM adjustments are unpredictable, you might have less or more financial flexibility for other parts of your life.

## Adjustable Interest Rate (AIR) table

You should read and understand the AIR table calculations before committing to an ARM. It's important to know how your interest rate changes over the life of your loan.

#### INDEX + MARGIN

Your lender is required to show you how your interest rate is calculated, which is determined by the index and margin on your loan. See page 2 of this booklet for more about index and margin.

#### INITIAL INTEREST RATE

This is the interest rate at the beginning of your loan. The initial interest rate changes to the index plus the margin at your first adjustment (subject to the limits on interest rate changes). Your loan servicer tells you your new payment amount seven to eight months in advance, so you can budget for it or shop for a new loan.

#### MINIMUM/MAXIMUM INTEREST RATE

This shows how low or high your interest rate could be over the life of your loan. Generally, an ARM's interest rate is never lower than the margin.

#### **CHANGE FREQUENCY**

This indicates when the interest rate on your loan will change. Your loan servicer sends you advance notices of changes.

#### LIMITS ON INTEREST RATE CHANGES

This shows the highest amount your interest rate can increase when there is a change.

Index + Margin	1	Year Cmt + 2.5%
Initial Interest Rate		3%
Minimum/Maximum Int	erest Rate	2.5% / 8%
Change Frequency		
First Change	Beginnin	g of 61st month
Subsequent Changes Every 12 months after first change		after first change
Limits on Interest Rate	Changes	
First Change		2%
Subsequent Changes		2%

Example of "AIR table" section. Find this on page 2 of your own Loan Estimate



## **1** "TEASER" RATES

Some lenders offer a "teaser," "start," or "discounted" rate that is lower than their fully indexed rate. When the teaser rate ends, your loan takes on the fully indexed rate. Don't assume that a loan with a teaser rate is a good one for you. Not everyone's budget can accommodate a higher payment.

## Consider this example:

- A lender's fully indexed rate is 4.5% (the index is 2% and the margin is 2.5%).
- The loan also features a "teaser" rate of 3%.
- Even if the index doesn't change, your interest rate still increases from 3% to 4.5% when your teaser rate expires.

COMPARE YOUR ARM OFFERS Shop for at least three loan offers, and fill in the blanks below using the information on your Loan Estimates:	ARM OFFER 1	ARM OFFER 2	FIXED-RATE OFFER
Lender name			
Loan amount	\$	\$	\$
Initial interest rate	%	%	%
Initial principal and interest payment	\$	\$	\$
Index			
Margin			
How long will the initial interest rate and initial payment apply?			
How high can my interest rate go?	%	%	%
How high can my principal and interest payment go?	\$	\$	\$

## My best loan offer is:



You are in control of whether or not to proceed with an ARM. If you prefer to proceed with a fixed-rate mortgage, here is one way to start the conversation with a lender:

"A fixed-rate mortgage seems to be a better fit for me. Let's talk about what you can offer and how it compares to other loans I may be able to get."

## Review your lender's ARM program disclosure

Your lender gives you an ARM program disclosure when they give you an application. This is the lender's opportunity to tell you about their different ARM loans and how the loans work. The index and margin can differ from one lender to another, so it is helpful to compare offers from different lenders.

Generally, the index your lender uses won't change after you get your loan, but your loan contract may allow the lender to switch to a different index in some situations.



## **GATHER FACTS**

Review your program disclosure and ask your lender questions to understand their ARM loan offerings:

- How are the interest rate and payment determined?
- Does this loan have interest-rate caps (that is, limits on interest rate changes)?
- How often do the interest rate and payment adjust?
- What index is used and where is it published?
- Is the initial interest rate lower than the fully indexed rate? (see "Teaser rates," on page 12)
- What type of information is provided in notices of adjustment and when do I receive them?

## Ask about other options offered by your lender

## Conversion option

Your loan agreement may include a clause that lets you convert the ARM to a fixed-rate mortgage in the future.

When you convert, the new rate is generally set using a formula given in your loan documents. That fixed rate may be higher or lower than interest rates available to you in the market at that time. Also your lender may charge you a conversion fee. Ask your lender whether the loan you are being offered has a conversion feature and how it works.

## Special features

You can shop around to understand what special ARM features may be available from different lenders.

Not all programs are the same. Talk with your lender to find out if there's anything special about their ARM programs that you may find valuable.

## Check your ARM for features that could pose risks

Some types of ARMs have features that can reduce your payments in the short term but may include fees or the risk of higher payments later. Review your loan terms and make sure that you understand the fees and how your rate and payment may change. Lower payments at the beginning could mean higher fees or much higher payments later.

## Paying points to reduce your initial interest rate

Lenders can offer you a lower rate in exchange for paying loan fees at closing, or points.

With an ARM, paying points often reduces your interest rate only until the end of the initial period-the reduction most likely does not apply over the life of your loan.

If you are using an ARM to refinance a loan, points are often rolled into your new loan amount. You might not realize you are paying points unless you look carefully. Points are disclosed on the top of Page 2 of your Loan Estimate.

Lenders may give you the option to pay points, but you never have to take that option. To figure out if you have a good deal, compare your cost in points with the amount that you will save with a lower interest rate.

Loan Costs		
A. Origination Charges	\$3,160	
1% of Loan Amount (Points)	\$2,160	
Application Fee	\$500	
Processing Fee	\$500	

Example of "Loan costs" section. Find this on page 2 of your own Loan Estimate



If your Loan Estimate shows points, ask your lender:

- "What is my interest rate if I choose not to pay points?"
- "How much money do I pay in points? And, compared to the total reduction in my payments during the initial period, am I coming out ahead?"
- "Can I see a revised Loan Estimate with the points removed and the interest rate adjusted?"

## Interest-only ARMs

With an interest-only ARM payment plan, you pay only the interest for a specified number of years. During this interest-only period, you have smaller monthly payments, but you are not paying anything toward your mortgage loan balance.

When the interest-only period ends, your monthly payment increases—even if interest rates stay the same-because you must start paying back the principal plus the interest each month. Your monthly payments can increase a lot. The longer the interest-only period, the more your monthly payments increase after the interest-only period ends.

## Payment option ARMs

Payment option ARMs were common before 2008 when the housing crisis began, and some lenders might still offer them.

A payment option ARM means the borrower can choose from different payment options, such as:

- A traditional principal and interest payment
- An interest-only payment (see above)
- A minimum payment, which could result in negative amortization

Negative amortization happens when you are not paying enough to cover all of the interest due. Your loan balance goes up instead of down.



Learn more information about payment option ARMs and negative amortization at:

- cfpb.gov/payment-option-arm/
- cfpb.gov/negative-amortization/



#### **WELL DONE!**

Choosing the right home loan is just as important as choosing the right home. By equipping yourself with knowledge about ARMs, you can decide whether or not this type of loan is the right choice for you.

## Consumer Handbook on Adjustable-Rate Mortgages



## ASK YOUR LENDER

- How high can my payment go?
- How high can my interest rate go?
- How long is my initial principal and interest payment guaranteed?

## **?** ASK YOURSELF

- Have I shopped around to compare ARMs and fixed-rate loans?
- If an ARM has a lower initial interest rate than a fixed-rate mortgage, is paying less money now worth the risk of an increase later?
- Can I afford the highest payment possible with the ARM if I can't sell the home, or refinance into a lower rate, before the increase?



## **ONLINE TOOLS**

CFPB website cfpb.gov

Answers to common questions cfpb.gov/askcfpb

Tools and resources for home buyers cfpb.gov/owning-a-home

Talk to a housing counselor cfpb.gov/find-a-housing-counselor

Submit a complaint cfpb.gov/complaint