



# CONSUMER LOAN CREDIT APPLICATION

App ID# _____	Promo Code _____
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Type of Account Requested	<b>IMPORTANT: Read these directions before completing this application.</b>				
	<input type="checkbox"/> <b>INDIVIDUAL ACCOUNT</b> - If you are applying for an account in your own name and are relying on your own income or assets and not the income or assets of another person as the basis for repayment of the credit requested, complete all sections except the co-applicant sections.				
	<input type="checkbox"/> <b>JOINT ACCOUNT</b> - If you are applying for an account that you and another person will use, complete all Sections, providing information about the joint applicant or user in the co-applicant sections. We intend to apply for joint credit. <table style="width: 100%; margin-top: 5px;"> <tr> <td style="width: 50%; text-align: center;">_____</td> <td style="width: 50%; text-align: center;">_____</td> </tr> <tr> <td style="text-align: center;">Applicant-initials</td> <td style="text-align: center;">Co-Applicant-initials</td> </tr> </table>		_____	_____	Applicant-initials
_____	_____				
Applicant-initials	Co-Applicant-initials				
<input type="checkbox"/> <b>INDIVIDUAL ACCOUNT</b> - If you are applying for an account, but are relying on income from alimony, child support, or separate maintenance payments or on the income or assets of another person as the basis for repayment of the credit requested, complete all sections to the extent possible, providing information about the person on whose alimony support or maintenance payments or income or assets you are relying, in the co-applicant sections.					

Loan Request	<b>Amount Requested \$</b> _____	<b>Term</b> _____
	<b>Type of loan:</b> ___ Unsecured loan                     ___ Auto loan                     ___ Home Equity loan ___ Home Equity Line of Credit     ___ Secured other                ___ RV, Boat or Motorcycle	
	<b>Purpose of loan:</b> What are you going to do with the money? For example - Home Improvements, buy a car, etc. <span style="float: right;"><b>(This box must be completed)</b></span> Will the proceeds of this loan, in whole, or in part, be used to pay for post secondary educational expenses? <input type="checkbox"/> Yes <input type="checkbox"/> No Purpose _____	
	<b>Home Equity loan:</b> If you are applying for a Home Equity Loan, the proceeds of the loan will be used for: (Check all that apply) 1. ___ Home Improvements                   3. ___ Refinance of an existing 1st or 2nd mortgage 2. ___ Home Purchase                        4. ___ Other _____	
<b>If item 1, 2 or 3 above is checked, please complete the separate information for Government Monitoring Purpose Form.</b>		<b>Payment Options:</b> <input type="checkbox"/> <b>Monthly</b> <input type="checkbox"/> <b>Biweekly</b>

Applicant	Last Name		First Name		Middle Init.	Date of Birth <small>Month / Day / Year</small>			Number of dependents (Include Self):		
	Present Address (if P.O. Box <u>must</u> include street address)			City	County	State	Zip Code	How Long	<input type="checkbox"/> Own	Payment	
	Previous Address			City	County	State	Zip Code	How Long	<input type="checkbox"/> Rent	Payment	
	Social Security No.			Driver's License No.		State	Home/Cell Phone Number				
	Name, Address & Phone of Close Relative or Friend not living with you						Telephone Number of Reference				
	Are you a U.S. Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No		If No: Are you a permanent resident alien? <input type="checkbox"/> Yes <input type="checkbox"/> No			Email:					

Co-Applicant	Last Name		First Name		Middle Init.	Date of Birth <small>Month / Day / Year</small>			Relationship to Applicant		
	Present Address (if P.O. Box <u>must</u> include street address)			City	County	State	Zip Code	How Long	<input type="checkbox"/> Own	Payment	
	Social Security No.			Driver's License No.		State	Home/Cell Phone Number				
	Are you a U.S. Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No		If No: Are you a permanent resident alien? <input type="checkbox"/> Yes <input type="checkbox"/> No			Email:					

<b>Employment Applicant</b>	Name of Employer	Occupation	Position	Years Employed	Business Phone	
	Address of Employer	City	County	State	Zip Code	Self Employed <input type="checkbox"/> Yes <input type="checkbox"/> No
	Name and Address of Previous Employer			Years Employed	Business Phone	

<b>Employment Co-Applicant</b>	Name of Employer	Occupation	Position	Years Employed	Business Phone	
	Address of Employer	City	County	State	Zip Code	Self Employed <input type="checkbox"/> Yes <input type="checkbox"/> No
	Name and Address of Previous Employer			Years Employed	Business Phone	

<b>Income</b>	<b>PLEASE INDICATE ALL INCOME FIGURES AS MONTHLY AMOUNTS.</b>					
		Gross Monthly Salary	Soc. Sec./Pension/Disability (indicate source)	Rental Income	Other Income (indicate source)	Total Monthly Income
	Applicant	\$	\$	\$	\$	\$
	Co-Applicant	\$	\$	\$	\$	\$
<p>Note: Alimony, child support and separate maintenance payments need not be revealed unless you wish to rely on such income in applying for credit. If you are relying on alimony, child support or separate payments as a basis for the repayment of the credit you are applying for, be sure to complete the "Other Income" and "Co-applicant" sections.</p>						

<b>Debts</b>	List loans and installment debts, include bank, auto and finance company loans and credit/charge card accounts. Also list alimony, child support and separate maintenance payments. Indicate whether debt is in name of: A = Applicant, C = Co-Applicant, AC = Joint (Applicant & Co-Applicant), List Real Estate Debt in "Real Estate" section.						
	Type of Debt	Whose Debt?	To Whom Indebted	Account Number	Mo. Pay't.	Present Balance	Accounts to Pay-Off
If additional space is required check here <input type="checkbox"/> and attach additional sheet.							
Have you or joint applicant ever transacted any business in any other name, had any judgements, bankruptcies, attachments, garnishments or other legal proceedings against you? <input type="checkbox"/> Yes <input type="checkbox"/> No				If yes, attach additional sheet stating name or names and full details, pertaining to each name.			
Are you or co-applicant a co-maker, endorser or guarantor on any loan or contract? <input type="checkbox"/> Yes <input type="checkbox"/> No			If yes, to whom? _____				

<b>Banking/ Assets</b>	List present bank accounts. Indicate whether account is in name of: A = Applicant, C = Co-Applicant, AC - Joint (Applicant & Co-Applicant).				
	Your Bank(s)/Asset(s)	Whose account?	Type of Account	Account Number	Balance

## COLLATERAL

<b>Auto</b>	Year	Make	Model	# of Cylinders	Mileage	4 Wheel Drive Yes or No	VIN

<b>Other</b>	Description of other collateral

<b>Real Estate</b>	Address of Property Securing Loan		<b>Other Properties Owned</b>				
	Name(s) of Owners of Property		Street				
			City, State, Zip				
			Value				
			Mortgage Balance				
			Monthly P+I Pmt				
	Property Description (Check all that apply)		<input type="checkbox"/> Single Family	<input type="checkbox"/> Owner Occupied	<input type="checkbox"/> Condominium	Annual Taxes	Incl. in payment? <input type="checkbox"/> Y <input type="checkbox"/> N
			<input type="checkbox"/> 2 - 4 Family	<input type="checkbox"/> Vacation/2nd Home	<input type="checkbox"/> PUD	Annual Homeowners Ins.	Incl. in payment? <input type="checkbox"/> Y <input type="checkbox"/> N
	Name of Mortgage Holder		Street				
	Original Mortgage Amount		City, State, Zip				
	Current Mortgage Balance		Value				
	Current Value		Mortgage Balance				
	Monthly Payment (Principal & Interest Only)		Monthly P+I Pmt				
			Annual Taxes		Incl. in payment? <input type="checkbox"/> Y <input type="checkbox"/> N		
		Annual Homeowners Ins.		Incl. in payment? <input type="checkbox"/> Y <input type="checkbox"/> N			
Annual Taxes		Incl. in mortgage payment? <input type="checkbox"/> Yes <input type="checkbox"/> No		Annual Condo Fees			
Annual Homeowners Ins.		Incl. in mortgage payment? <input type="checkbox"/> Yes <input type="checkbox"/> No					
Annual Condo Fees		For additional properties owned, attach separate sheet with all requested information.					

<b>Marital Status</b>	<b>Complete this section ONLY if this is a joint application or if the loan will be secured by real estate.</b>				
	Applicant:	<input type="checkbox"/> Married	<input type="checkbox"/> Civil Union Partner	<input type="checkbox"/> Separated	<input type="checkbox"/> Unmarried (includes single, divorced, and widowed)
	Co-Applicant:	<input type="checkbox"/> Married	<input type="checkbox"/> Civil Union Partner	<input type="checkbox"/> Separated	<input type="checkbox"/> Unmarried (includes single, divorced, and widowed)

<b>Customer ID</b>	<b>IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT</b>
	To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identify documents.

<b>Signatures</b>	You authorize anyone mentioned herein to furnish us such information as we may require in connection with this application and agree that the application shall remain our property whether or not the loan is granted. You agree to notify us immediately upon any material change in the above statement.			
	You affirm that each of the answers given to the foregoing questions is true and correct and that the foregoing is a true and correct statement of your financial condition. It is a federal criminal offense to knowingly make any false statement or report, or to willfully overvalue any property for the purpose of influencing the bank to act on this application.			
	You authorize Lakeland Bank to check your credit, business and employment history and to report information regarding your credit history to credit reporting agencies and other persons we believe have a legitimate business reason to request such information.			
	IF YOU ARE APPLYING FOR A HOME EQUITY LINE OF CREDIT, YOU ACKNOWLEDGE RECEIPT OF THE BROCHURE ENTITLED "IMPORTANT TERMS OF OUR HOME EQUITY LINE OF CREDIT".			
	_____	_____	_____	_____
	Signature of Applicant	Date	Signature of Co-Applicant	Date

Mortgage Loan Originator's Company	Mortgage Loan Originator's Information		FOR BRANCH USE ONLY	
<b>Lakeland Bank (530634)</b> 250 Oak Ridge Road Oak Ridge, NJ 07438	Name		Resp Code	
	NMLS#		Branch	
	Phone#		Received Date	

**Please complete and return this form with your application if the primary purpose of the Home Equity Line of Credit is for the purchase or refinancing of a principal dwelling.**

**INFORMATION FOR GOVERNMENT MONITORING PURPOSES**

The following information is requested by the Federal Government for certain types of loans related to a dwelling in order to monitor the lender's compliance with equal credit opportunity, fair housing and home mortgage laws. You are NOT required to furnish this information, but are encouraged to do so. You may select one or more designations for "Race." The law provides that a lender may neither discriminate on the basis of this information, nor on whether you choose to furnish it. If you choose not to furnish ethnicity, race or gender, under Federal regulations, this lender is required to note ethnicity, race and gender on the basis of visual observation or surname. If you do not wish to furnish the information, please check the box below.

**APPLICANT**

I do not wish to furnish this information

**Ethnicity:**  Hispanic or Latino  
 Not Hispanic or Latino

**Race:**  American Indian or Alaska Native  
 Asian  
 Black or African American  
 Native Hawaiian or Other Pacific Islander  
 White

**Gender:**  Male  Female

**CO-APPLICANT**

I do not wish to furnish this information

**Ethnicity:**  Hispanic or Latino  
 Not Hispanic or Latino

**Race:**  American Indian or Alaska Native  
 Asian  
 Black or African American  
 Native Hawaiian or Other Pacific Islander  
 White

**Gender:**  Male  Female

Applicant: \_\_\_\_\_  
Print Name

Co-Applicant: \_\_\_\_\_  
Print Name

**Bank Use Only:** Application #: \_\_\_\_\_

Interviewer's Name: \_\_\_\_\_ Ext: \_\_\_\_\_ Date: \_\_\_\_\_  
Print FULL Name

This application was taken by:  Face-to-Face Interview  Mail/Fax  Internet  Telephone

**In the Face-to-Face Interview:** Applicant:  Seen  Not Seen Co-Applicant:  Seen  Not Seen



**HOME EQUITY LINE OF CREDIT (HELOC)  
APPLICATION CHECKLIST  
(Branch Fax Coversheet)**

Applicant(s) Last Name \_\_\_\_\_

**MINIMUM REQUIREMENTS FOR APPLICATION SUBMISSION**

- Amount Requested (Must be a specific dollar amount)
- Borrowers Name(s)
- Social Security Number(s)
- Total Monthly Income
- Property Address (Collateral)
- Estimated Property value (Collateral)

**The following disclosure is included with the HELOC application package:**

\_\_\_ Important Terms of our Home Equity Line of Credit

**ADDITIONAL REQUIREMENTS**

**If Loan Purpose is for the Purchase or Refinancing of a Principal Dwelling:**

\_\_\_ Government Monitoring Information form

**Fax with application to: 973-697-1846**



## IMPORTANT TERMS OF OUR HOME EQUITY LINE OF CREDIT

This disclosure contains important information about our HOME EQUITY LINE OF CREDIT. 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 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 mortgage on 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 account, require you to pay us the entire outstanding balance in one payment, and charge you certain fees if:

- (a) You engage in fraud or material misrepresentation in connection with the line.
- (b) You do not meet the repayment terms.
- (c) 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 declines significantly below its appraised value for the purposes of the line.
- (b) We reasonably believe you will not be able to meet the repayment requirements due to a material change in your financial circumstances.
- (c) You are in default of a material obligation in the agreement.
- (d) 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.
- (e) A regulatory agency has notified us that continued advances would constitute an unsafe and unsound practice.
- (f) The maximum annual percentage rate is reached.

The initial agreement permits us to make certain changes to the terms of the agreement at specified times or upon the occurrence of specified events.



**MINIMUM-PAYMENT REQUIREMENTS.** You can obtain advances of credit for 10 years (the "draw period"). You can choose one of two payment options for the draw period:

**a) Monthly interest-only payments.** Under this option, your payments will be due monthly and will equal the finance charges that accrued on the outstanding balance during the preceding month. Under the monthly interest-only payment option, the minimum payment will not reduce the principal that is outstanding on your line.

**b) Principal plus interest payments.** Under this option, your payments will be due monthly and will equal 0.417% of the outstanding balance on your line plus finance charges that accrued on the outstanding balance during the preceding month. If the payment determined under principal plus interest payment option is less than \$50, the minimum payment will equal \$50 or the outstanding balance on your line, whichever is less.

After the draw period ends, you will no longer be able to obtain credit advances and must repay the outstanding balance (the "repayment period"). The length of the repayment period will depend on the balance outstanding at the beginning of it. During the repayment period following the initial monthly interest-only payment draw period option, payments will be due monthly and will equal 0.556% of the outstanding balance or \$50, whichever is greater, plus finance charges that accrued on the outstanding balance. During the repayment period following the principal plus interest draw period option, payments will be due monthly and will equal 0.417% of the outstanding balance on your line or \$50, whichever is greater, plus finance charges that accrued on the outstanding balance.

**MINIMUM-PAYMENT EXAMPLES.** If you took a single \$10,000 advance, made only the minimum monthly payments and took no other advances and the ANNUAL PERCENTAGE RATE was 3.75%:

**a)** Under the monthly interest-only payment option, it would take 30 years and 3 months to pay off the advance. During that period, you would make 120 payments of \$31.25, followed by 243 payments varying between \$86.37 and \$32.11.

**b)** Under the principal plus interest payment option, it would take 22 years and 6 months to pay off the advance. During that period, you would make 270 payments varying between \$72.95 and \$42.51.

**FEES AND CHARGES.** To open and maintain a line of credit, you must pay certain fees and charges.

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

Other Finance Charge: \$75.00 mortgage recording fee.

**Other Lender Fees.** If certain activities occur on your line of credit, we will impose certain fees that will be set forth in your Account Agreement. The following fees will be imposed upon the occurrence of the designated events.

**Late Charges:** Your payment will be late if it is not received by us within 15 days of the "Payment Due Date" shown on your periodic statement. If your payment is late we may charge you 5.000% of the payment.

**Third Party Fees:** You may be required to pay certain fees to third parties such as appraisers, credit reporting firms, and government agencies. These third party fees generally total between \$0.00 and \$1,000.00. New York residents outside of the five boroughs will be charged a mortgage recording tax ranging from 1.02% to 1.05% of the maximum credit line amount. New York City residents within the five boroughs will be charged a mortgage recording tax ranging from 1.77% to 1.80% of the maximum credit line amount. Appraisal fees apply for lines over \$500,000 and typically range from \$300 to \$1,500. Upon request we will provide you with an itemization of fees you will have to pay to third parties.



**Early Cancellation Fee.** If you terminate and close your line within the first 18 months, you will be required to pay an early cancellation fee of \$400.00.

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

**NOTICE TO NEW YORK RESIDENTS:**

**TITLE INSURANCE AND MORTGAGE RECORDATION TAX.** The cost of title insurance and mortgage recordation tax will be based on the maximum amount of the credit line available to you, whether or not the maximum amount has been advanced.

**PRIOR LIENS. YOU SHOULD CHECK WITH YOUR LEGAL ADVISOR AND WITH OTHER MORTGAGE LIEN HOLDERS AS TO WHETHER ANY PRIOR LIENS CONTAIN ACCELERATION CLAUSES WHICH WOULD BE ACTIVATED BY A JUNIOR ENCUMBRANCE.**

**MINIMUM DRAW REQUIREMENTS.** The following transaction limitations will apply to accessing your Credit Line by writing a HOME EQUITY CHECK.

Minimum Advance Amount. The minimum amount of any credit advance that can be made on your Credit Line is as follows:  
\$200.00 per advance.

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

**VARIABLE RATE FEATURE.** The line 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 includes only interest and not other costs.

**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 Wall Street Journal. When a range of rates has been published, the higher of the rates will be used.** Information about the Index is available or published at least weekly in the Wall Street Journal's Money Rates table. We will use the most recent Index value available to us as of the date of any annual percentage rate adjustment. If the Index is no longer available, we will choose a new Index and margin. The new Index will have an historical movement substantially similar to the original Index, and the new Index and margin will result in an annual percentage rate that is substantially similar to the rate in effect at the time the original Index became unavailable.

**Annual Percentage Rate.** To determine the annual percentage rate that will apply to your line, we add a margin to the value of the Index. A change in the Index rate generally will result in a change in the annual percentage rate. The amount that your annual percentage rate may change also may be affected by the lifetime annual percentage rate limits, as discussed below. The initial annual percentage rate is "discounted" - it is not based on the Index and margin used for later rate adjustments. The initial rate will be in effect for the first year your credit line is open.

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.

**RATE CHANGES.** The annual percentage rate can change daily. The minimum ANNUAL PERCENTAGE RATE that can apply is 3.75%. The maximum ANNUAL PERCENTAGE RATE that can apply is 18%. Apart from this rate "cap", there is no limit on the amount by which the rate can change during any one-year period.



**MAXIMUM-RATE AND PAYMENT EXAMPLES.** If the ANNUAL PERCENTAGE RATE during the draw period equaled the 18% maximum and you had an outstanding balance of \$10,000:

- a) Under the monthly interest-only payment option, the minimum monthly payment would be \$150.
  - b) Under the principal plus interest payment option, the minimum monthly payment would be \$191.70.
- This annual percentage rate could be reached during the first month of the draw period. If you had an outstanding balance of \$10,000 during the repayment period, the minimum monthly payment at the maximum ANNUAL PERCENTAGE RATE of 18% would be \$191.70. This annual percentage rate could be reached during the first month of the repayment period.

**PREPAYMENT.** You may prepay all or any amount owing under this line at any time without penalty.

**HISTORICAL EXAMPLE.** The following example 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 over the past 15 years. The Index values are from the following reference period: as of the first business day in July. 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 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.

**INDEX TABLE**

Line Amount    \$10,000

	Year	Index %	Margin* %	ANNUAL PERCENTAGE RATE	Payment - Interest only option	Principal Plus Interest	
Draw Period	1	2001	6.75%	0.00%	1.99%	\$16.58	\$58.25
	2	2002	4.75%	0.00%	4.75%	\$39.58	\$77.28
	3	2003	4.00%	0.00%	4.00%	\$33.33	\$67.57
	4	2004	4.25%	0.00%	4.25%	\$35.42	\$66.05
	5	2005	6.25%	0.00%	6.25%	\$52.08	\$76.41
	6	2006	8.25%	0.00%	8.25%	\$68.75	\$85.59
	7	2007	8.25%	0.00%	8.25%	\$68.75	\$81.41
	8	2008	5.00%	0.00%	5.00%	\$41.67	\$58.44
	9	2009	3.25%	0.00%	3.75%	\$31.25	\$50.00 ***
	10	2010	3.25%	0.00%	3.75%	\$31.25	\$50.00 ***
Repayment Period	11	2011	3.25%	0.00%	3.75%	\$86.37	\$50.00 ***
	12	2012	3.25%	0.00%	3.75%	\$80.78	\$50.00 ***
	13	2013	3.25%	0.00%	3.75%	\$75.55	\$50.00 ***
	14	2014	3.25%	0.00%	3.75%	\$70.66	\$50.00 ***
	15	2015	3.25%	0.00%	3.75%	\$66.09	\$50.00 ***

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

\*\*This rate reflects a discount we have used recently.

\*\*\*This is our Minimum payment.

## WHAT YOU SHOULD KNOW ABOUT HOME EQUITY LINES OF CREDIT

This booklet was initially prepared by the Board of Governors of the Federal Reserve System. The Consumer Financial Protection Bureau (CFPB) has made technical updates to the booklet to reflect new mortgage rules under Title XIV of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank Act). A larger update of this booklet is planned in the future to reflect other changes under the Dodd-Frank Act and to align with other CFPB resources and tools for consumers as part of the CFPB's broader mission to educate consumers. Consumers are encouraged to visit the CFPB's website at [consumerfinance.gov/owning-a-home](http://consumerfinance.gov/owning-a-home) to access interactive tools and resources for mortgage shoppers, which are expected to be available beginning in 2014.

If you are in the market for credit, a home equity plan is one of several options that might be right for you. Before making a decision, however, you should weigh carefully the costs of a home equity line against the benefits. Shop for the credit terms that best meet your borrowing needs without posing undue financial risks. And remember, failure to repay the amounts you've borrowed, plus interest, could mean the loss of your home.

### HOME EQUITY PLAN CHECKLIST

Ask your lender to help fill out this checklist.

Basic Features	Plan A	Plan B
Fixed annual percentage rate	%	%
Variable annual percentage rate	%	%
• Index used and current value	%	%
• Amount of margin		
• Frequency of rate adjustments		
• Amount/length of discount (if any)		
• Interest-rate cap and floor		
<b>Length of plan</b>		
Draw period		
Repayment period		
<b>Initial fees</b>		
Appraisal fee		
Application fee		
Up-front charges, including points		
Closing costs		
<b>Repayment Terms</b>		
<b>During the draw period</b>		
Interest and principal payments		
Interest-only payments		
Fully amortizing payments		
<b>When the draw period ends</b>		
Balloon payment?		
Renewal available?		
Refinancing of balance by lender?		

## WHAT IS A HOME EQUITY LINE OF CREDIT?

A home equity line of credit is a form of revolving credit in which your home serves as collateral. Because a home often is a consumer's most valuable asset, many homeowners use home equity credit lines only for major items, such as education, home improvements, or medical bills, and choose not to use them for day-to-day expenses. With a home equity line, you will be approved for a specific amount of credit. Many lenders set the credit limit on a home equity line by taking a percentage (say, 75%) of the home's appraised value and subtracting from that the balance owed on the existing mortgage.

For example:

Appraised value of home	\$100,000
Percentage	x 75%
Percentage of appraised value =	\$ 75,000
Less balance owed on mortgage -	\$ 40,000
Potential line of credit	\$ 35,000

In determining your actual credit limit, the lender will also consider your ability to repay the loan (principal and interest) by looking at your income, debts, and other financial obligations as well as your credit history.

Many home equity plans set a fixed period during which you can borrow money, such as 10 years. At the end of this "draw period," you may be allowed to renew the credit line. If your plan does not allow renewals, you will not be able to borrow additional money once the period has ended. Some plans may call for payment in full of any outstanding balance at the end of the period. Others may allow repayment over a fixed period (the "repayment period"), for example, 10 years.

Once approved for a home equity line of credit, you will most likely be able to borrow up to your credit limit whenever you want. Typically, you will use special checks to draw on your line. Under some plans, borrowers can use a credit card or other means to draw on the line. There may be other limitations on how you use the line. Some plans may require you to borrow a minimum amount each time you draw on the line (for example, \$300) or keep a minimum amount outstanding. Some plans may also require that you take an initial advance when the line is set up.

## WHAT SHOULD YOU LOOK FOR WHEN SHOPPING FOR A PLAN?

If you decide to apply for a home equity line of credit, look for the plan that best meets your particular needs. Read the credit agreement carefully, and examine the terms and conditions of various plans, including the annual percentage rate (APR) and the costs of establishing the plan. Remember, though, that the APR for a home equity line is based on the interest rate alone and will not reflect closing costs and other fees and charges, so you'll need to compare these costs, as well as the APRs, among lenders.

### ***Variable Interest Rates***

Home equity lines of credit typically involve variable rather than fixed interest rates. The variable rate must be based on a publicly available index (such as the prime rate published in some major daily newspapers or a U. S. Treasury bill rate). In such cases, the interest rate you pay for the line of credit will change, mirroring changes in the value of the index. Most lenders cite the interest rate you will pay as the value of the index at a particular time, plus a "margin," such as 2 percentage points. Because the cost of borrowing is tied directly to the value of the index, it is important to find out which index is used, how often the value of the index changes, and how high it has risen in the past. It is also important to note the amount of the margin.

Lenders sometimes offer a temporarily discounted interest rate for home equity lines --an "introductory" rate that is unusually low for a short period, such as 6 months.

Variable-rate plans secured by a dwelling must, by law, have a ceiling (or cap) on how much your interest rate may increase over the life of the plan. Some variable-rate plans limit how much your payment may increase and how low your interest rate may fall if the index drops.

Some lenders allow you to convert from a variable interest rate to a fixed rate during the life of the plan, or let you convert all or a portion of your line to a fixed-term installment loan.

### **COSTS OF ESTABLISHING AND MAINTAINING A HOME EQUITY LINE**

Many of the costs of setting up a home equity line of credit are similar to those you pay when you get a mortgage. For example:

- A fee for a property appraisal to estimate the value of your home;
- An application fee, which may not be refunded if you are turned down for credit;
- Up-front charges, such as one or more "points" (one point equals 1 percent of the credit limit); and
- Closing costs, including fees for attorneys, title search, mortgage preparation and filing, property and title insurance, and taxes.

In addition, you may be subject to certain fees during the plan period, such as annual membership or maintenance fees and a transaction fee every time you draw on the credit line.

You could find yourself paying hundreds of dollars to establish the plan. And if you were to draw only a small amount against your credit line, those initial charges would substantially increase the cost of the funds borrowed. On the other hand, because the lender's risk is lower than for other forms of credit, as your home serves as collateral, annual percentage rates for home equity lines are generally lower than rates for other types of credit. The interest you save could offset the costs of establishing and maintaining the line. Moreover, some lenders waive some or all of the closing costs.

### **HOW WILL YOU REPAY YOUR HOME EQUITY PLAN?**

Before entering into a plan, consider how you will pay back the money you borrow. Some plans set a minimum monthly payment that includes a portion of the principal (the amount you borrow) plus accrued interest. But, unlike with typical installment loan agreements, the portion of your payment that goes toward principal may not be enough to repay the principal by the end of the term. Other plans may allow payment of *interest only* during the life of the plan, which means that you pay nothing toward the principal. If you borrow \$10,000, you will owe that amount when the payment plan ends.

Regardless of the minimum required payment on your home equity line, you may choose to pay more, and many lenders offer a choice of payment options. Many consumers choose to pay down the principal regularly as they do with other loans. For example, if you use your line to buy a boat, you may want to pay it off as you would a typical boat loan.

Whatever your payment arrangements during the life of the plan --whether you pay some, a little, or none of the principal amount of the loan --when the plan ends, you may have to pay the entire balance owed, all at once. You must be prepared to make this "balloon payment" by refinancing it with the lender, by obtaining a loan from another lender, or by some other means. If you are unable to make the balloon payment, you could lose your home.

If your plan has a variable interest rate, your monthly payments may change. Assume, for example, that you borrow \$10,000 under a plan that calls for interest-only payments. At a 10% interest rate, your monthly payments would be \$83. If the rate rises over time to 15%, your monthly payments will increase to \$125. Similarly, if you are making payments that cover interest plus some portion of the principal, your monthly payments may increase, unless your agreement calls for keeping payments the same throughout the plan period.

If you sell your home, you will probably be required to pay off your home equity line in full immediately. If you are likely to sell your home in the near future, consider whether it makes sense to pay the up-front costs of setting up a line of credit. Also keep in mind that renting your home may be prohibited under the terms of your agreement.

## **LINES OF CREDIT VS. TRADITIONAL SECOND MORTGAGE LOANS**

If you are thinking about a home equity line of credit, you might also want to consider a traditional second mortgage loan. This type of loan provides you with a fixed amount of money, repayable over a fixed period. In most cases, the payment schedule calls for equal payments that pay off the entire loan within the loan period. You might consider a second mortgage instead of a home equity line if, for example, you need a set amount for a specific purpose, such as an addition to your home.

In deciding which type of loan best suits your needs, consider the costs under the two alternatives. Look at both the APR and other charges. Do not, however, simply compare the APRs, because the APRs on the two types of loans are figured differently:

- The APR for a traditional second mortgage loan takes into account the interest rate charged plus points and other finance charges.
- The APR for a home equity line of credit is based on the periodic interest rate alone. It does not include points or other charges.

### ***Disclosures from Lenders***

The federal Truth in Lending Act requires lenders to disclose the important terms and costs of their home equity plans, including the APR, miscellaneous charges, the payment terms, and information about any variable-rate feature. And in general, neither the lender nor anyone else may charge a fee until after you have received this information. You usually get these disclosures when you receive an application form, and you will get additional disclosures before the plan is opened. If any term (other than a variable-rate feature) changes before the plan is opened, the lender must return all fees if you decide not to enter into the plan because of the change. Lenders are also required to provide you with a list of homeownership counseling organizations in your area.

When you open a home equity line, the transaction puts your home at risk. If the home involved is your principal dwelling, the Truth in Lending Act gives you 3 days from the day the account was opened to cancel the credit line. This right allows you to change your mind for any reason. You simply inform the lender in writing within the 3-day period. The lender must then cancel its security interest in your home and return all fees -- including any application and appraisal fees -- paid to open the account.

The Home Ownership and Equity Protection Act of 1994 (HOEPA) addresses certain unfair practices and establishes requirements for certain loans with high rates and fees, including certain additional disclosures. HOEPA now covers some HELOCs. You can find out more information by contacting the CFPB at the website address and phone number listed in the Contact Information appendix.

## **WHAT IF THE LENDER FREEZES OR REDUCES YOUR LINE OF CREDIT?**

Plans generally permit lenders to freeze or reduce a credit line if the value of the home "declines significantly" or, when the lender "reasonably believes" that you will be unable to make your payments due to a "material change" in your financial circumstances. If this happens, you may want to:

- ***Talk with your lender.*** Find out what caused the lender to freeze or reduce your credit line and what, if anything, you can do to restore it. You may be able to provide additional information to restore your line of credit, such as documentation showing that your house has retained its value or that there has not been a "material change" in your financial circumstances. You may want to get copies of your credit reports (go to the CFPB's website, at [www.consumerfinance.gov/askcfpb/5/can-i-review-my-credit-report.html](http://www.consumerfinance.gov/askcfpb/5/can-i-review-my-credit-report.html), for information about how to get free copies) to make sure all the information in them is correct. If your lender suggests getting a new appraisal, be sure you discuss appraisal firms in advance so that you know they will accept the new appraisal as valid.



• **Shop around for another line of credit.** If your lender does not want to restore your line of credit, shop around to see what other lenders have to offer. You may be able to pay off your original line of credit and take out another one. Keep in mind, however, that you may need to pay some of the same application fees you paid for your original line of credit.

## **GLOSSARY**

### **Annual membership or maintenance fee**

An annual charge for access to a financial product such as a line of credit, credit card, or account. The fee is charged regardless of whether or not the product is used.

### **Annual percentage rate (APR)**

The cost of credit, expressed as a yearly rate. For closed-end credit, such as car loans or mortgages, the APR includes the interest rate, points, broker fees, and other credit charges that the borrower is required to pay. An APR, or an equivalent rate, is not used in leasing agreements.

### **Application fee**

Fees charged when you apply for a loan or other credit. These fees may include charges for property appraisal and a credit report.

### **Balloon payment**

A large extra payment that may be charged at the end of a mortgage loan or lease.

### **Cap (interest rate)**

A limit on the amount that your interest rate can increase. Two types of interest-rate caps exist. *Periodic adjustment caps* limit the interest-rate increase from one adjustment period to the next. *Lifetime caps* limit the interest-rate increase over the life of the loan. By law, all adjustable-rate mortgages have an overall cap.

### **Closing or settlement costs**

Fees paid when you close (or settle) on a loan. These fees may include application fees; title examination, abstract of title, title insurance, and property survey fees; fees for preparing deeds, mortgages, and settlement documents; attorneys' fees; recording fees; estimated costs of taxes and insurance; and notary, appraisal, and credit report fees. Under the Real Estate Settlement Procedures Act, the borrower receives a good faith estimate of closing costs within three days of application. The good faith estimate lists each expected cost as an amount or a range.

### **Credit limit**

The maximum amount that may be borrowed on a credit card or under a home equity line of credit plan.

### **Equity**

The difference between the fair market value of the home and the outstanding balance on your mortgage plus any outstanding home equity loans.

### **Index**

The economic indicator used to calculate interest-rate adjustments for adjustable-rate mortgages or other adjustable-rate loans. The index rate can increase or decrease at any time. *See also* Selected Index Rates for ARMs over an 11-year period ([consumerfinance.gov/f/201204\\_CFPB\\_ARMs-brochure.pdf](http://consumerfinance.gov/f/201204_CFPB_ARMs-brochure.pdf)) for examples of common indexes that have changed in the past.

### **Interest rate**

The percentage rate used to determine the cost of borrowing money, stated usually as a percentage of the principal loan amount and as an annual rate.

### **Margin**

The number of percentage points the lender adds to the index rate to calculate the ARM interest rate at each adjustment.

### **Minimum payment**

The lowest amount that you must pay (usually monthly) to keep your account in good standing. Under some plans, the minimum payment may cover interest only; under others, it may include both principal and interest.

**Points** (also called discount points)

One point is equal to 1 percent of the principal amount of a mortgage loan. For example, if a mortgage is \$200,000, one point equals \$2,000. Lenders frequently charge points in both fixed-rate and adjustable-rate mortgages to cover loan origination costs or to provide additional compensation to the lender or broker. These points usually are paid at closing and may be paid by the borrower or the home seller, or may be split between them. In some cases, the money needed to pay points can be borrowed (incorporated in the loan amount), but doing so will increase the loan amount and the total costs. Discount points (also called discount fees) are points that you voluntarily choose to pay in return for a lower interest rate.

**Security interest**

If stated in your credit agreement, a creditor's, lessor's, or assignee's legal right to your property (such as your home, stocks, or bonds) that secures payment of your obligation under the credit agreement. The property that secures payment of your obligation is referred to as "collateral."

**Transaction fee**

Fee charged each time a withdrawal or other specified transaction is made on a line of credit, such as a balance transfer fee or a cash advance fee.

**Variable rate**

An interest rate that changes periodically in relation to an index, such as the prime rate. Payments may increase or decrease accordingly.

**MORE INFORMATION**

For more information about mortgages, including home equity lines of credit, visit [consumerfinance.gov/mortgage](http://consumerfinance.gov/mortgage). For answers to questions about mortgages and other financial topics, visit [consumerfinance.gov/askcfpb](http://consumerfinance.gov/askcfpb). You may also visit the CFPB's website at [consumerfinance.gov/owning-a-home](http://consumerfinance.gov/owning-a-home) to access interactive tools and resources for mortgage shoppers, which are expected to be available beginning in 2014.

Housing counselors can be very helpful, especially for first-time home buyers or if you're having trouble paying your mortgage. The U.S. Department of Housing and Urban Development (HUD) supports housing counseling agencies throughout the country that can provide free or low-cost advice. You can search for HUD-approved housing counseling agencies in your area on the CFPB's web site at [consumerfinance.gov/find-a-housing-counselor](http://consumerfinance.gov/find-a-housing-counselor) or by calling HUD's interactive toll-free number at 800-569-4287.

The company that collects your mortgage payments is your loan servicer. This may not be the same company as your lender. If you have concerns about how your loan is being serviced or another aspect of your mortgage, you may wish to submit a complaint to the CFPB at [consumerfinance.gov/complaint](http://consumerfinance.gov/complaint) or by calling (855) 411-CFPB (2372). When you submit a complaint to the CFPB, the CFPB will forward your complaint to the company and work to get a response. Companies have 15 days to respond to you and the CFPB. You can review the company's response and give feedback to the CFPB.



## **CONTACT INFORMATION**

For additional information or to submit a complaint, you can contact the CFPB or one of the other federal agencies listed below, depending on the type of institution. If you are not sure which agency to contact, you can submit a complaint to the CFPB and if the CFPB determines that another agency would be better able to assist you, the CFPB will refer your complaint to that agency and let you know.

For insured depository institutions and credit unions with assets greater than \$10 billion (and their Affiliates), and non-bank providers of consumer financial services, including mortgages, credit cards, debt collection, consumer reports, prepaid cards, private education loans, and payday lending, contact:

Consumer Financial Protection Bureau (CFPB)  
P.O. Box 4503  
Iowa City, IA 52244

(855) 411-CFPB (2372)  
[consumerfinance.gov](http://consumerfinance.gov)  
[consumerfinance.gov/complaint](http://consumerfinance.gov/complaint)

For Federally Insured state chartered banks that are not members of the Federal Reserve System, contact:

Federal Deposit Insurance Corporation  
Consumer Response Center  
1100 Walnut St., Box #11  
Kansas City, MO 64106

(877) ASK-FDIC or (877) 275-3342  
[fdic.gov](http://fdic.gov)  
[fdic.gov/consumers](http://fdic.gov/consumers)

## HOME EQUITY LINES OF CREDIT (HELOC)

A home equity line is a form of revolving credit in which your home serves as collateral. Many home owners use their credit lines for items such as education, home improvements, or medical bill expenses. An "interest -only" HELOC allows you to pay only the interest on the money you borrowed for ten years and coincides with the "draw period" as defined in our HELOC Terms and Conditions and Agreement. If you only pay the amount of the interest due, once the interest-only period ends:

- You will still owe the original amount you borrowed.
- Your monthly payment will increase - even if interest rates stay the same - because you must pay back the principal as well as interest.

### COMPARISON OF SAMPLE HOME EQUITY LINE OF CREDIT FEATURES

(For illustrative and educational purposes only - may not represent actual terms of loans available)  
(Examples are based on a \$25,000 loan amount)

	Annual Percentage Rate (APR)	Principal & Interest Option Monthly Payment Based On 20 Year Term	Interest Only Option Monthly Payment Based On 15 Year Term
<b>Draw Period</b>			
Introductory rate period is <u>fixed</u> for the first 12 months	1.99%	\$145.63	\$41.46
Remainder of Draw Period: Years 2 to 10 (MINIMUM APR)	3.75%*	\$182.29	\$78.13
<b>After Draw Period</b>			
Year 11 until paid in full (MINIMUM APR)	3.75%*	\$182.29	\$217.01
Year 11 until paid in full (MAXIMUM APR)	18.00%*	\$479.17	\$513.89

\* Variable Rate equal to the Prime Rate as published in the Wall Street Journal with a minimum APR of 3.75% and a maximum APR of 18%.

**Important Note:** Please use this chart to discuss possible loans with us. If you are considering a Home Equity Line of Credit, ask what the payments on your loan will be after the end of the interest only period and if interest rates increase.