

# CONSUMER LOAN CREDIT APPLICATION

App ID#	Promo Code

	IMPORTANT: Read these directions before completing this application.										
Type of Account Requested	and not the ir	INDIVIDUAL ACCOUNT - 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.									
	JOINT ACCOUNT - 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.										
of Ac eques	We intend to	apply for joint credit.									
Type Re	maintenance complete all	Applicant-initials  Co-Applicant-initials  INDIVIDUAL ACCOUNT - 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.									
	Amount Requeste	ed \$				Term					
	Type of loan:	Unsecured loan		Auto loan		Home Eq	uity loan				
	- -	Home Equity Line of Cr	edit	Secured o	ther		or Motorcycle				
Loan Request	Purpose of loan: What are you going to do with the money? For example - Home Improvements, buy a car, etc. (This box <u>must</u> be completed) Will the proceeds of this loan, in whole, or in part, be used to pay for post secondary educational Yes No expenses?  Purpose										
	Home Equity loan	If you are applying for a		•		•	heck all that apply)				
		1 Home Improveme 2 Home Purchase	ents	3 Refinance of 4 Other	of an existing	1st or 2nd mortgage					
If item 1, 2 or 3 above is checked, please complete the separate information for Government Monitoring Purpose Form.  Payment Options:  Monthly Diwest											
							y ⊔ Biweekiy				
	for Government N										
			First Name	e	Middle Init.	Date of Birth	Number of dependents (Include Self):				
	Last Name Present Address (if		First Name	City	County	Date of Birth Month Day Year  State Zip Code How	Number of dependents (Include Self):  Long Own Payment Rent				
cant	for Government N	Ionitoring Purpose Form.	First Name		County	Date of Birth	Number of dependents (Include Self):  Long Own Payment Rent  Long Own Payment				
pplicant	Last Name Present Address (if	Ionitoring Purpose Form. P.O. Box <u>must</u> include stre	First Name	City	County	Date of Birth Month Day Year  State Zip Code How	Number of dependents (Include Self):  Long Own Payment Rent  Long Own Payment Rent				
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nt nt	Name o	f Empl	oyer		Occupation	upation Position		Years Employed		/ed	Business Phone			
Employment Applicant	Address	of Em	ıployer		City			County		State	Zip	Zip Code		elf Employed ]Yes
Emp Ap	Name a	nd Add	dress of Previous E	mployer					Years E	mployed	1	Bus	siness I	Phone
ent ant	Name o	f Empl	oyer	Occupation		Pos	ition		Years E	mploy	/ed	Busine	ess Phone	
Employment Co-Applicant	Address	of Em	ıployer		City			County	I	State	Zip			elf Employed ]Yes ∏No
Emp Co-A	Name a	nd Add	dress of Previous E	mployer	•		•		Years E	nployed	1	Bus	siness	
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ше	Applicar	nt	\$	\$		\$			\$				\$	
Income	Co-Appl	icant	\$	\$		\$			\$				\$	
	lf	you are	child support and sep e relying on alimony, o the "Other Income" a	:hild support or	separate paymen									
	separate	mainte	stallment debts, inclu nance payments. Indi Real Estate" section.											
	Type of Debt	Whose Debt?		m Indebted	Account Number			ır	Mo. Pay't. Presen		nt Ba	alance	Accounts to Pay-Off	
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Debts									•					
				lf a	additional space is	s required o	chec	ck here	] and atta	ch additi	onal sh	eet.		
	Have you bankrupte	ı or join cies, att	t applicant ever transitachments, garnishme	acted any businents or other leg	ness in any other gal proceedings a	name, had gainst you	any	/ judgeme						stating name or ing to each name.
	•		oplicant a co-maker, e any loan or contract?	ndorser 🔲	res No If yes	, to whom?	? _				••			
						•				•				<del></del>
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m `							+					-		
				L									-	-
					COLL	ATER	A	L						
0	Year	, T	Make	Model	# of Cylinders	Mile	eage	, ,	4 Wheel E				V	/IN
Auto					Cylinders				Yes or	140	-		•	·
Other	Descriptio	on of oth	ner collateral									<u>—</u>	<u> </u>	
0														

	Address of Property						Other Properties	Owned
	Securing Loan					Street		
	Name(s) of Owners					City, State, Zip		
	of Property	le the property i	Is the property in the name of a Trust? ☐Yes ☐ No			Value		
		Is there life use			lies 🗆 NO	Mortgage Balance		
	Property	Single Family	T	er Occupied	Condominium	Monthly P+I Pmt		l
	Description				_	Annual Taxes		Incl. in payment? ☐ Y ☐ N
ø	(Check all that apply)	2 - 4 Family	☐ Vacat	tion/2nd Home	Townhouse	Annual Homeowne	20.2 20.20	Incl. in payment? ☐Y ☐N
Real Estate		☐ 5 + Family	Renta	al/Investment	☐ Co-Op	Annual Condo Fee	S	
	Name of					Street		
ea	Mortgage Holder Original Mortgage					City, State, Zip	0	
8	Amount					Value		
	Current Mortgage Balance					Mortgage Balance		
	Current Value					Monthly P+I Pmt		
						Annual Taxes		Incl. in payment? ☐Y ☐N
	Monthly Payment (Principal & Interest Only)					Annual Homeowne	re Ine	Incl. in payment? YN
	Annual Taxes		Incl. in m	ortgage payme	ent? □Yes □No	Annual Condo Fee		Inci. in payment?YN
	Annual Homeowners							
	Ins.		Incl. in m	nortgage payme	ent? LYes L No	For additional pro	perties owned, a	ttach separate sheet with
	Annual Condo Fees					all requested info	rmation.	
								300
v	Complete this section O	NI V if this is a	ioint annii	ination or if th	a lage will be seen	urad by roal actata		
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tal		A SAN IN MINE	rried ☐ Civil Union Partner ☐ Separated			Unmarried (includes single, divorced, and widowed)		
Marital Status	Co-Applicant:   M	larried	Civil Unior	n Partner L	] Separated	Unmarried (incl	udes single, divorc	ed, and widowed)
Customer ID	IMPORTANT INF	FORMATIC	ON ABO	OUT PRO	CEDURES F	OR OPENING	G A NEW AC	COUNT
ner								I financial institutions to
tor								you: When you open an
sn	see your driver's licens				nd other informa	tion that will allov	v us to identify y	ou. We may also ask to
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	change in the above st		Jopenty W	metrier or nor	the loan is grain	led. Tod agree to	notiny as infined	atery upon any material
	You affirm that each of		niven to th	e foregoina c	uestions is true a	and correct and th	at the foregoing	is a true and correct
ures	statement of your finar							
tur	overvalue any property	for the purpos	se of influ	encing the ba	nk to act on this	application.		
Signat	You authorize Lakelan							
Siç	history to credit reporti	ng agencies ar	nd other p	ersons we be	lieve have a legi	timate business r	eason to request	such information.
	IF YOU ARE APPLYING FO	OR A HOME EQU	ITY LINE O	F CREDIT, YOU	ACKNOWLEDGE I	RECEIPT OF THE BE	ROCHURE ENTITLE	D "IMPORTANT TERMS OF
	OUR HOME EQUITY LINE	OF CREDIT".						
	Signature of Applicant		Date		Signat	ure of Co-Applicant	Date	9
	oignatare of Applicant		Date		J.gridi	or oo , approxim		
Mo	rtgage Loan Originator's	Company		Mortgage L	oan Originator's	Information	FOR BR	ANCH USE ONLY
	Lakeland Bank (53	0634)	Name				Resp Code	
	250 Oak Ridge Ro	0004)	NMLS#				Branch	
							- anon	
	Oak Ridge, NJ 074	138	Phone#				Received Date	



### 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.

HELOC (Rev.8-15)



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Member FDIC

**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.
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. Under the monthly interest-only payment option, the minimum payment will not reduce the principal that is outstanding on your line.

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. 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 plus finance charges that accrued on the outstanding balance or \$50, whichever is greater.

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. Upon request we will provide you with an itemization of fees you will have to pay to third parties.

**Early Cancelation Fee.** If you terminate and close your line within the first 18 months, you will be required to pay an early cancelation 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.

Line Amount \$10,000 INDEX TABLE

			Ψιο,οι	-			
		Year	Index %	Margin* %	ANNUAL PERCENTAGE RATE	Payment - Interest only option	Principal Plus Interest
	1	2001	1.99%	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
Period	4	2004	4.25%	0.00%	4.25%	\$35.42	\$66.05
Per	5	2005	6.25%	0.00%	6.25%	\$52.08	\$76.41
Draw	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	3.75%	0.00%	3.75%	\$31,25	\$50.00 ***
	10	2010	3.75%	0.00%	3.75%	\$31,25	\$50.00 ***
Period	11	2011	3.75%	0.00%	3.75%	\$86.37	\$50.00 ***
	12	2012	3.75%	0.00%	3.75%	\$80.78	\$50.00 ***
neu	13	2013	3.75%	0.00%	3.75%	\$75.55	\$50.00 ***
Repayment	14	2014	3.75%	0.00%	3.75%	\$70.66	\$50.00 ***
Rep	15	2015	3.75%	0.00%	3.75%	\$66.09	\$50.00 ***

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

<sup>\*\*</sup>This rate reflects a discount we have used recently.

<sup>\*\*\*</sup>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 CPFB's website at 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	%	%
<ul> <li>Index used and current value</li> </ul>	%	%
<ul> <li>Amount of margin</li> </ul>		
<ul> <li>Frequency of rate adjustments</li> </ul>		
<ul> <li>Amount/length of discount (if any)</li> </ul>		
<ul> <li>Interest-rate cap and floor</li> </ul>		
Length of plan		
Draw period		
Repayment period		
Initial fees		
Appraisal fee		
Application fee		
Up-front charges, including points		
Closing costs		
Repayment Terms		
During the draw period		
Interest and principal payments		
Interest-only payments		
Fully amortizing payments		
When the draw period ends		
Balloon payment?		ļ
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, 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) 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. For answers to questions about mortgages and other financial topics, visit consumerfinance.gov/askcfpb. You may also visit the CFPB's website at 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 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 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 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 fdic.gov/consumers

#### KEY FACTS ABOUT INTEREST-ONLY 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
Draw Period	achresistinises I		ri mercettatist etert armasani nasili
Introductory rate period is fixed 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
After Draw Perio			
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

<sup>\*</sup> Varible 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%.

<u>Important Note:</u> 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.



## HOME EQUITY LINE OF CREDIT (HELOC) APPLICATION CHECKLIST

#### MINIMUM REQUIREMENTS FOR APPLICATION SUBMISSION

	Amount Requested
	Borrowers Name (s)
	Social Security Number (s)
	Total Monthly Income
	Property Address (Collateral)
	Estimated Property Value (Collateral)
Following di	isclosure is included with HELOC application package:
	Important Terms of our Home Equity Line of Credit

#### **APPLICATION CAN BE SUBMITTED BY:**

 $\hbox{E-Mail to $\underline{ConsumerLending@Lakelandbank.com}$}$ 

Fax to 973-697-1846

Visiting a local Lakeland Bank branch

Mailing to: Lakeland Bank, Consumer Loans, 250 Oak Ridge Road, NJ 07438