

«f80»
«f81»
«f82», «f83»

HOME EQUITY CREDIT LINE REVOLVING LOAN AGREEMENT

This is an agreement containing the terms and disclosures which apply to your home equity line of credit account (“Account”) with «f80», whose address is «f81» «f82», «f83». The words “we” or “us” refer to the lender named in the previous sentence. The words “you” or “your” mean the person or persons who use or authorize the use of the Account, jointly and severally.

1. How You May Use Your Account. You can borrow money (“Cash Loans”) from your Account by making a written request to us up to your maximum credit limit. Your Account is a revolving line of credit. You cannot request money in excess of the available credit (the difference between your outstanding balance and your maximum credit limit) on your Account. You may not request less than \$500.00 at any one time. Requests for money must be in writing sent to us at an address we will give you. We will respond to it within 5 business days after receipt of your request. For the first 30 days after your Account is open, you will not be permitted to draw more than 100% of your credit limit. You cannot make more than one draw request per 30-day period.

2. Maximum Credit Limit. Your initial credit limit is \$«f20», of which your first Cash Loan shall be \$. You agree that we can change your credit limit at any time but it shall never exceed \$«f20». You also agree that we are not obligated to extend credit to you for an amount that would make your outstanding balance exceed your maximum credit limit, or for any amount if your outstanding balance is already over the maximum credit limit. Any increases in your maximum credit limit you request will require that you make a written application for our approval. You will pay any amounts that exceed your maximum credit limit upon demand. We may re-evaluate your financial condition if you request a higher credit limit, or at any other time, and this may include obtaining a current credit bureau report, and/or asking you for current financial information. We may suspend your right to obtain additional Cash Loans when: (i) the value of your home has declined more than % from the appraised value at the time the Account was opened, (ii) we reasonably believe that you will be unable to fulfill your repayment obligations under this Agreement because of a material adverse change in your financial circumstances, (iii) you file a bankruptcy petition, (iv) one of the Account holders requests such suspension or (v) governmental or court action. If you believe that one of the conditions is no longer present, we will reinstate your ability to obtain Cash Loans if you so request in writing and we confirm that the condition is no longer present.

3. Monthly Statement. If you have an outstanding debit or credit New Balance of \$or more, or if there is any finance charge imposed during a billing cycle, we will send you a statement. You agree to pay us for all Cash Loans, fees and charges, if any, and **FINANCE CHARGES** on your Account, all payable in United States Dollars according to the terms and conditions of this Agreement.

4. FINANCE CHARGE on Your Account Balance. We will determine and impose a **FINANCE CHARGE** by applying a daily periodic rate of _ % to the daily-unpaid principal balance for the number of days that balance remains unpaid in the billing cycle. The daily periodic rate is the **ANNUAL INTEREST RATE** of «f22», divided by 365. To get the daily unpaid principal balance we will take the beginning balance each day, add any new debits or Cash Loans and subtract any payments or credits. The **ANNUAL INTEREST RATE** does not include costs described in this Agreement other than interest. A portion of the **FINANCE CHARGE** will be figured by applying a cash advance fee (a transaction fee) of % to each Cash Loan after the first Cash Loan, on the date the new Cash Loan is posted to your Account. Finance charges accrue on a new Cash Advance and the related cash advance fee as soon as the Cash Advance is made. Amounts we must pay to protect the security of our Deed of Trust will earn finance charges at the **ANNUAL INTEREST RATE** applicable during default as soon as we make the advance.

5. Minimum Payment. You agree to pay either the entire outstanding balance (“New Balance”) indicated on your monthly statement or in monthly payments. During the period you are permitted to obtain new Cash Loans (“Draw Period”), the minimum monthly payment (“Minimum Payment Due”) you must pay will be equal to just the unpaid finance charges that have accrued during the billing cycle, without any provision for reduction of the unpaid principal balance. You can always pay more if you wish. At the end of the Draw Period and continuing until you have paid the unpaid principal balance in full, your Minimum Payment Due will be fixed at an amount sufficient to fully repay what you owe in 60 equal monthly payments. If you default and we must advance other sums to protect the security of our Deed of Trust, you agree to pay these amounts in full together with the next regularly scheduled Minimum Payment Due.

6. Fees.

(a) *Late Payment Fee*: Your Minimum Payment Due will be past due if it is not received by us on or before the Payment Due Date shown on each monthly statement. A late charge of «f131»% of the payment with a minimum of \$ will be charged to your Account, if at least the Minimum Payment Due, including unpaid payments, is not received by us within 10 days after the Payment Due Date.

(b) *Fee for Documents*: If you request a copy of a statement, Cash Loan request or other document not in connection with a billing error, we will charge your Account the sum of \$ for each copy.

(c) *Annual or Initial Fees*: You agree to pay, by a debit to your Account, the following initial, non-refundable fees to set up this Account:

<u>Description</u>	<u>Amount</u>	<u>Description</u>	<u>Amount</u>
Title Insurance	«f97»	Underwriting Fee	«f416»
Escrow Fee	«f95»	Processing fee	«f105»
Appraisal Fee	«f93»	Loan origination fee	«f410»
Wire fee	«f418»	Broker fee	«f34»
Credit Report Fee	«f103»	Administration Fee	
Recording fee	«f101»		
Notary Fee	«f99»		

You agree to pay the exact amount of any initial fee that is estimated. There are no annual fees on this account, but you will pay a cash advance fee for new Cash Loans.

(d) *Returned Payment Check Fee*: If you make payment by check and a check is returned unpaid for any reason, your Account will be charged \$ for each returned check.

7. Draw and Repayment Periods. You may add Cash Loans to your Account for up to months so long as you own your home and you are not in default (“Draw Period”). Thereafter (“Repayment Period”), you must pay at least the Minimum Payment until the Unpaid Balance is paid in full. On written notice to you we can extend your Draw Period or your Repayment Period, but we are not obligated to do so.

8. Application of Payment. We will determine the method of applying your payments and credits to your Account.

9. Security. All of your obligations under this Agreement are secured by a deed of trust (“Deed of Trust”) on your home located at: «f189»«f190» «f191» «f192» «f193» «f194». You may buy property insurance from anyone that is acceptable to us. You will provide proof you are insured under the policy. The Deed of Trust allows us to declare a default if you sell or transfer your home without our prior written consent (you are the “Trustor,” we are the “Beneficiary,” and the “Property” is your home in the following quotation):

TRANSFER: If Trustor voluntarily or involuntarily sells or conveys the above-described Property, fully or partially, or any interest in it or, by some act or means divest themselves of title to the Property without obtaining the written consent of Beneficiary, Trustor shall be in default and Beneficiary may, at its option, declare the entire unpaid balance of the loan and accrued but unpaid interest immediately due and payable.

10. Evens of Default. You will be in default under this Agreement if any of the following events occurs: (a) if you fail to comply with the Minimum Payment or any other terms or conditions of this Agreement; (b) if you die and you are the only Account holder or if an Account holder survives you, we deem the security for the Account adversely affected; (c) you sell or transfer your home; (d) if you fail to maintain the insurance required by the Deed of Trust; (e) if a lien senior to our Deed of Trust on your home forecloses; (f) if your home is taken by eminent domain; (g) if you commit waste or otherwise destructively use or fail to maintain your home such that the action adversely affects the security of our Deed of Trust; (h) if you use your home illegally and such use subjects your home to seizure by governmental authorities; (i) if you move out of your home and your non-occupancy adversely affects the security for the Account; and (j) you fail to pay property taxes and other assessment liens on your home that are senior to the Deed of Trust.

11. Entire Balance Due. If you are in default, we may do one or more of the following: (i) require that you immediately pay the outstanding balance with interest due on this balance, at the **ANNUAL INTEREST RATE** provided above, until paid, (ii) we can terminate your right to obtain additional Cash Loans or (iii) we can raise your **ANNUAL PERCENTAGE RATE** to **N/A**% during the period you are in default. We may exercise one of these options without giving up our right to exercise another option if your default continues. If we demand full payment of the outstanding balance and you fail to immediately make payment, you agree to pay all collection costs, including our attorney’s fees.

12 Transfer Of Account. You cannot transfer or assign your Account to any other person.

13 Notice to Joint Applicants. Each applicant has the right to use this Account to the extent of the Maximum Credit Limit and may be liable for all amounts extended under this Account to any joint applicant.

14 Change Of Address. You agree to advise us promptly if you change your mailing address. All written notices and statements from us to you will be considered given when placed in the United States mail, postage prepaid, and addressed to you at your current address as it appears in our records.

15 Irregular Payments. We may accept late payments or partial payments or checks, drafts or money orders marked “Payment in Full” without losing any of our rights under this Agreement.

16 Amendments. We may make insignificant changes to this Agreement at any time or changes that unquestionably benefit you, as long as we give you advance written notice as required by law.

17 Cancellation. You can cancel your account at any time by giving us notice and paying in full all sums due on your Account. Your obligation under this Agreement, including our security interest in your home, and any changes made under this Agreement prior to cancellation will continue to apply until you have paid you all the money you owe on the Account.

18 Other Provisions. Each of you who signed this Agreement or use the Account is individually and jointly obligated for all payments due under this Agreement. The Account has been applied for, considered, approved and issued in the State of California and all extensions of credit are being made from the State of California. You agree that this Agreement shall be governed by and interpreted under California and Federal law. If any part of this agreement is not valid, all other parts will remain enforceable.

19 Tax Consequences. You should consult a tax advisor about the deductibility of interest and other charges under this Agreement.

YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us In Case Of Errors or Questions about Your Bill

If I think your bill is wrong, or if you need more information about a transaction on your bill, write to us on a separate sheet at the address listed the bill. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information.

- Your full name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If I have authorized us to pay your bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us by three business days before the automatic payment is scheduled to occur.

20 Your Rights and Your Responsibilities after We Receive Your Written Notice. We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount I question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, you may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. We must tell anyone we report to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

21. California Notice. California law requires that we notify you that if you fail to fulfill the terms of your credit obligation, a negative credit report reflecting your credit record may be submitted to a credit reporting agency.

By signing below, you agree to all of the above terms and conditions and certify that you have received a completed copy of this Agreement and two copies of a Notice of Right to Cancel this Agreement on the date shown below.

«f5» «f6» «f7» - Borrower/Date

«f10» «f11» «f12» - Borrower/Date

CFL lenders check below:

[] FOR INFORMATION CONTACT THE DEPARTMENT OF CORPORATIONS, STATE OF CALIFORNIA AT 320 W. FOURTH STREET, SUITE 750, LOS ANGELES, CA 90013 PHONE: (213) 576-7690