## SpencerFlex Line of Credit Disclosure

## IMPORTANT TERMS OF OUR SPENCERFLEX HOME EQUITY LINE OF CREDIT

**Retention of Information:** 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 pertain to applications received as of July 1, 2014 for lines secured by owner-occupied 1-4 family properties and are subject to change.

If 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 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 Line and require payment of the entire outstanding balance in 1 payment if:

- \* You engage in fraud or material misrepresentation in connection with the line.
- \* You do not meet the repayment terms.
- 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:

- \* We reasonably believe that you will not be able to meet the repayment requirements under this account due to a material change in your financial circumstances.
- \* The value of the dwelling securing the line declines significantly below its appraised value for purposes of the Line.
- \* You are in default of a material obligation in the agreement.
- \* 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.
- \* A regulatory agency has notified us that continued advances would constitute an unsafe and unsound practice.
- \* The maximum annual percentage rate is reached.

Minimum Draw Requirements: The minimum credit advance that you can receive is \$250.00.

**Minimum Payment Requirements:** You must pay at least the "Minimum Payment" for each billing cycle by the "Payment Due Date" showing on your monthly statement. Your payments will be due monthly as follows:

<u>The Draw Period:</u> You can obtain advances for 10 years (the "Draw Period"). During the "Draw Period", your monthly minimum payment will equal the greater of 1/240th of your principal balance or \$50.00, plus finance charges that have accrued and any other charges permitted by your agreement.

<u>The Repayment Period:</u> After the "Draw Period" ends, you will no longer be able to obtain advances and must continue to repay the outstanding balance. The repayment shall become based on a 15-year fixed fully amortizing loan, subject to a minimum payment of \$50.00.

#### **Conversion Option:**

A. You will have the option to fix the Interest Rate on a portion of the outstanding principal balance by delivering a written "Conversion Request" to us along with payment of a conversion fee. The "Conversion Request" will specify the dollar amount that you choose to convert, which cannot be less than \$25,000. On the date that the conversion option is received by us, the rate and payment of the converted balance will be established based on a 15-year amortized loan at the posted Spencer 15-year fixed Home Equity Loan rate in effect on said date. We may take up to two statement cycles before the conversion is implemented. You will not have this option should you be in default of your Note & Agreement.

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#### **Conversion Option:**

- B. The amount of the available Home Equity Line will be reduced by the converted balance, and will increase back up to the original line as payments are made.
- C. You may exercise this Conversion Option up to 5 times during the life of the draw period, and that up to 3 of the converted balances may run concurrently.
- D. Should you choose to convert a balance to a term LESS THAN 15 years, then the "Conversion Request" will be subject to re-underwriting based on current income and debt information, which must be re-verified.
- E. The fixed rate principal and interest loan payment of the converted loan balance will be calculated by us, and billed monthly as part of the regular credit line billing statement. This fixed principal and interest payment will be part of the total minimum payment due.

**Minimum Payment Example:** If you made only the minimum payments and took no other credit advances; it would take 17 years and 4 months to pay off a credit advance of \$10,000 at an ANNUAL PERCENTAGE RATE of 2.50%. During that period, you would make 208 payments varying between \$70.55 and \$50.00.

#### **FEES AND CHARGES:**

**Application Fee:** You must pay us a non-refundable application fee: The Application Fee for all lines of \$150,000 or less (1-4 family properties) is \$150.00. The Application Fee for lines between \$150,001 and \$249,999 : 1 family property \$225.00; 2-4 family property \$450.00. Applications of \$250,000 or more: 1 family property \$300.00; 2-4 family property \$450.00 (lines of \$250,000 or more secured by properties in excess of 2,800 square feet will be charged a \$500.00 Application Fee). We lock in your program on the day the application is received, should the program change and you wish to "unlock" a \$125.00 fee will be charged. From time to time the Bank may waive or reduce these fees for First Time Applicants (see Fee Schedule for additional information). You will also be required to pay a Commitment Fee in the amount of \$150.00 (this fee will be waived if at least \$25,000 is drawn at closing to pay creditors other than Spencer Savings Bank). In addition to these fees, all customers must carry insurance (including flood insurance if required) on the property that secures the line.

**Minimum Draw Violation Fee:** If you write a credit advance for less than the minimum draw requirement or in excess of your available credit, you will be charged \$35.00 and the credit advance may be returned.

**Conversion Fee:** The Conversion Fee shall be \$75.00 UNLESS the conversion takes place before the first anniversary of the Line being opened, in which case it shall be \$125.00.

**Early Termination Fee:** If my line is closed out less than two years from the date of the note I will be charged 2% of the original line if it is \$15,000 or less, \$300.00 if the original line was above \$15,000 up to \$100,000, or \$500.00 if the original line was more than \$100,000.

Tax Deductibility: You should consult a tax advisor regarding the deductibility of interest and charges for the Line.

**Appraisal Disclosure:** We may order an appraisal or obtain a valuation to determine the property's value and may charge you for this appraisal. If your loan is in a first lien position, then we will promptly provide you a copy of any appraisal/valuation upon completion, even if your loan does not close.

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Variable Rate Information: For the first ten years from the date of the account opening, the Line has a variable-rate feature. Therefore, the annual percentage rate (corresponding to the periodic rate) and the minimum monthly payment may change. The annual percentage rate only includes interest, and not other costs. The annual percentage rate is based on the value of an index minus 0.75%, subject to a 2.50% Floor Rate. The index is the prime rate published in the <u>WALL STREET JOURNAL</u> "Money Rates" table as published on the last business day of each month. If more than one prime rate is published, the index is the highest of these rates. After you open a Credit Line, rate information will be provided on periodic statements that we will send to you.

Rate Changes: The annual percentage rate can change each month. The rate cannot increase by more than 2% in any one year period from January 1 through December 31 on the fully indexed rate. However, this 2% cap will not apply during the first year that the rate adjusts, if any, from an introductory rate to the fully indexed rate. The maximum ANNUAL PERCENTAGE RATE that can apply is 13.99% the minimum ANNUAL PERCENTAGE RATE (FLOOR RATE) is 2.50%.

**Maximum Rate and Payment Example:** If you had an outstanding balance of \$10,000, the minimum monthly payment at the *maximum* **ANNUAL PERCENTAGE RATE** of 13.99% would be \$164.99. This **ANNUAL PERCENTAGE RATE** could be reached in your first month.

HISTORICAL EXAMPLES: This table shows how the annual percentage rate and the minimum monthly payments for a single \$10,000 advance would have changed, based on changes in the index over the past 15 years. The index values are from the last business day in June of each year. While only one payment amount per year is shown, payments would have varied during the year. The table assumes that no additional credit advances were taken, that only the minimum payments were made, and that the rate remained constant during each year. It does not necessarily indicate how the index or your payments will change in the future.

YEAR	INDEX	MARGIN*	ANNUAL PERCENTAGE RATE	MINIMUM MONTHLY PAYMENT
			KALE	TATMENT
2000	9.50%	-0.75%	8.75%	\$121.92 DRAW PERIOD
2001	6.75%	-0.75%	6.00%	\$96.36
2002	4.75%	-0.75%	4.00%	\$78.93
2003	4.00%	-0.75%	3.25%	\$71.90
2004	4.00%	-0.75%	3.25%	\$70.30
2005	6.25%	-0.75%	5.25%**	\$80.21
2006	8.25%	-0.75%	7.25%**	\$88.14
2007	8.25%	-0.75%	7.50%	\$85.75
2008	5.00%	-0.75%	4.25%	\$68.16
2009	3.25%	-0.75%	2.50%	\$59.45
2010	N/A	N/A	3.70%***	\$50.00 REPAYMENT PERIOD
2011	N/A	N/A	3.70%***	\$50.00
2012	N/A	N/A	3.70%***	\$50.00
2013	N/A	N/A	3.70%***	\$50.00
2014	N/A	N/A	3.70%***	\$50.00

<sup>\*</sup>This is a margin that we have recently used.

Flex Prime MINUS .75% Disclosure 7/1/14 (2.50% Floor)

<sup>\*\*</sup>This represents the 2% Annual Cap

<sup>\*\*\*</sup>This represents the repayment of our 15-year Fixed Rate as of July 1, 2014.

Elmwood Park, New Jersey 07407 1-800-363-8115 · FAX: (201) 797-5086

## SpencerFlex Line of Credit

Whether you are looking to refinance an existing mortgage, finance large expenses like tuition, home improvements or debt consolidation, or secure a line of credit to keep available, we have the loans that could help. You can count on the knowledge and experience of our Home Equity Professionals to help you choose the plan that works for you. This SpencerFlex Application Package is a 12 page PDF file.

<u> </u>
Spencer Savings Bank
Attention: Consumer Credit Division
611 River Drive
Elmwood Park, NJ 07407

We thank you for the opportunity to serve you and look forward to doing business with you. One of our Consumer Credit representatives will be in touch with you within three business days from receipt of your Home Equity Application Package. If you have any questions, please call us at 1-800-363-8115.

## **US PATRIOTS ACT NOTICE**

### IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

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 identifying documents.

## SpencerFlex Line of Credit Check List

Please return <u>copies</u> of the following items on this checklist with your application. All documents provided will be retained in file by the bank and are not subject to return.

1.	Application Fee (See enclosed Fee Schedule)
2.	Home Equity Line Application and Addendum (Signed & Dated)
3.	General Authorization Letter (Signed & Dated)
4.	Disclosure Acknowledgement (Signed & Dated)
5.	Copy of Deed
6.	Copy of Property Tax Bill
7.	Copy of Homeowners Insurance Policy Coverage Page
8.	Copy of Master Condominium Insurance Policy Coverage Page (If Applicable)
9.	Verification of Association Dues (If Applicable)
10.	Verification of monthly mortgage payment, including property taxes and hazard insurance (i.e., monthly statement) for <u>ALL</u> properties owned
11.	Copies of two most recent pay stubs (Borrower)
12.	Copies of two most recent pay stubs (Co-Borrower)
13.	2013 & 2012 W-2 Statements (All Borrowers)
14.	Most Recent Federal Tax Return Filed (with signatures), including ALL supporting schedules*

However, if either borrower is *self-employed* or if you collect *rental income*, then you must also include copies of your two most recent Federal Tax Returns filed. Any ownership interest of 25% or more in a *corporation or partnership* must be supported by complete copies of your two most recent Corporate and/or Partnership Returns filed.

<sup>\*</sup>Tax Returns not required if loan amount is \$300,000 or less.

## SpencerFlex Line of Credit Fee Schedule

### **APPLICATION FEES**

Property Type	Loan Amount	1 Family	2- 4 Family
Owner Occupied	Up to \$150,000	\$150.00*	\$150.00*
Owner Occupied	\$150,001 to \$249,999	\$225.00	\$450.00
Owner Occupied	\$250,000 or more	\$300.00**	\$450.00
Investment	Up to \$100,000	\$300.00	\$350.00
Investment	Over \$100,000	\$400.00**	\$500.00

<sup>\*</sup> The Application Fee will be waived for first time Spencer*Flex* Line of Credit customers.

### **COMMITMENT FEE**

A Commitment Fee of \$150.00 will be charged on all loans.

Fee is waived if at least \$25,000 is drawn at closing to pay creditors other than Spencer.

## THE FOLLOWING FEES MAY NOT BE APPLICABLE TO ORIGINATE YOUR LOAN APPLICATION

Federal Express Fee\$20.00	
Mortgage Cancellation Fee	
Modification FeesLines up to \$150,000.\$350.00Lines over \$150,001 and up to \$250,000\$450.00Lines over \$250,001 and up to \$500,000.\$625.00Lines over \$500,001 and up to \$1,000,000\$850.00Lines over \$1,000,000\$1,200.00	
Subordination Fees Agreement prepared by Borrower's Agent	

<sup>\*\*</sup> If \$250,000 or more secured by properties in excess of 2,800 square feet a \$500.00 Application Fee will be charged.



# Spencer*Flex* Application

Chec	k Loan A	pplication Ty	/pe																		
☐ Home Equity Credit Line ☐ Fixed Ra						ed Rate I	te Home Equity Loan						y Loan								
Date Received									- 1	Log N	umber										
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# Spencer*Flex* Application

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	REAL ESTATE	List Mortgages C	On Other Real Estate Owned & Prope	erty Address						
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# Important Addendum to Line Application

## **ELIGIBLE BORROWERS**

To be considered for a Spencer*Flex* Line of Credit, the applicant must have ownership interest in the property to be secured or reside in the secured property with a co-applicant who has ownership interest.

PLEASE PROVIDE THE FOLLOWING INFORMATION	I TO COMPLETE YOUR APPLICATION
Purpose of Line of Credit	
BORROWER	
Are you a United States Citizen? Yes No If not, please provide your Nationality:	
Borrower's Signature	Date
CO-BORROWER	
Are you a United States Citizen? Yes No If not, please provide your Nationality:	<u></u>
Borrower's Signature	Date



Elmwood Park, New Jersey 07407 1-800-363-8115 · FAX: (201) 797-5086

## General Authorization Letter

Borrower 1								
Address	City	State	Zip					
Borrower 2		ı	'					
Address	City	State	Zip					
To Whom It May Concern :								
I/We have applied for credit and hereby authorize you to release to Spencer Savings Bank, SLA the requested information on the attached form concerning :								
1. Employment history, dates, title, incom	e, hours worked, etc.							
2. Banking and savings accounts of reco	rd							
3. Mortgage loan rating (opening date, high	gh credit, payment amo	unt, loan balance	and payment record)					
4. Any information necessary in connection	on with a consumer cre	dit report for an ap	plication for credit					
5. Payoffs and authorization for closing/fr	eezing revolving credit t	o further advance	S					
6. Reverification of information after closing	ng for quality assurance	needs						
The information is for the confidential usumer loan or to confirm information the mentation supplied is subject to reverif	at has been supplied.	In addition, I/We	are aware that the docu-					
A photographic or fax copy of this authorization may be deemed to be the equivalent of the original and may be used as a duplicate original. The original signed form is maintained in the Spencer file.								
Your prompt reply is appreciated.								
Signed,								
Borrower 1 Signature	Social Secuirty Num	nber	Date					
Borrower 2 Signature Social Secuirty Number Date								

# Spencer*Flex* Line of Credit Disclosure Acknowledgement

The	undersigned	hereby	acknowledges	that he	she receiv	ved a co	ppy of the	he disclosures	s entitled
"Imp	ortant Terms	of Our H	ome Equity Line	e of Cred	it" and of th	ne brochu	ure entitle	ed "When Your	Home is
on th	ne Line: What	You Sho	ould Know Abou	t Home E	quity Lines	Of Credi	t" togethe	er with this Spe	encer <i>Flex</i>
Line	of Credit App	lication.							

Date:	Applicant Signature
D.1	
Date:	Joint Applicant Signature (if applicable)
	I

## How Did You Hear of Spencer?

## Thank you for choosing Spencer Savings Bank for your Home Equity Application.

We are very interested in hearing how you heard about Spencer. Please take a moment to complete this form, and return it along with your application.

Newspaper (include name)		
Personal Friend		
Mail Advertisement		
Realtor		
Realtor Address	State	Zip Code
Branch Referral (include branch location)		
Other (please be as specific as possible)		
Please incude your information below. Thank you for your pat	ronage, and we hope to	be of continued service.
Borrower's Name		
Property Address		
City	State	Zip Code