

HOME EQUITY LINE OF CREDIT AGREEMENT

CREDIT UNION ACCOUNT NUMBER TODAY'S DATE OPENING DATE

FIRE POLICE CITY COUNTY FEDERAL CREDIT UNION
 3306 N. Clinton Street
 Fort Wayne, IN 46805

NOTE NUMBER SOCIAL SECURITY NO.
 BORROWER NAME (S)
 STREET
 CITY STATE ZIP

CREDIT LIMIT	DAILY PERIODIC RATE	INITIAL ANNUAL PERCENTAGE RATE	MINIMUM INITIAL ADVANCE	MINIMUM SUBSEQUENT ADVANCE
\$	%			
DATE OF LAST ADVANCE	MATURITY DATE	DRAW PERIOD	MARGIN	MINIMUM APR*
				MAXIMUM APR*

OTHER CHARGES:

Appraisal Fee	\$ _____	Title Search	\$ _____	Flood Search	\$ _____
Recording Fees	\$ _____		\$ _____		\$ _____

If the Credit Union pays third party fees (closing costs) for you and for whatever reason your loan account is closed within the first 24 months after the opening date, you will reimburse the Credit Union for any closing costs paid on your behalf.

LOCATION OF PROPERTY SECURING LOAN

SECURED BY A Revolving Credit Mortgage DATED _____

When a new "Home Equity Line of Credit Agreement" is established, you understand that your account has a Variable Interest Rate. The "Index" is shown below. The daily periodic rate and corresponding **Annual Percentage Rate** as initially disclosed above may change. The following Agreement describes the terms of the Home Equity Line of Credit Agreement (referred to as the "Plan") agreed to between the member (referred to as "You" or "Your") and the Credit Union (referred to as "We" or "Us"). Each person who signs this Agreement is responsible for credit extended under the Plan.

Your Rights to Stop Future Advances: Any one of you can direct us not to make future loan advances by sending written notice by registered or certified mail, postage prepaid and return receipt requested, to us at Fire Police City County Federal Credit Union, 3306 N. Clinton St., Fort Wayne, IN 46805, Attention Mortgage Department. Unless the law provides an earlier effective date for the notice, your request will not be binding on us until we have had a reasonable opportunity to act upon your request (but no later than two business days after we receive your notice as shown on the receipt). If that same person who gives us the written notice subsequently requests reinstatement in writing, we will honor such a request, unless an event set herein permits us to accelerate or suspend use of the Plan.

date is that date following the expiration of your right to rescind, the perfection of the instrument securing the Plan, and receipt of all required certificates of noncancellation and when you meet all of our other conditions. The length of the draw period (the time between the effective date and the date of the last advance) is five (5) years during which time you will be able to obtain credit advances. The Credit Union at its option may extend the draw period. After the draw period ends the repayment period begins. The length of the repayment period is determined by when you took your last advance. You will be required to make monthly payments during both the draw and repayment periods.

You understand that the Credit Union will acquire a security interest in your dwelling and that default may cause loss of your home. This document contains the terms of your agreement with the Credit Union. It is important that you retain a copy of the disclosures provided to you. You understand that the personal income tax consequences that result from Home Equity loans depend upon each individual. You should consult your tax advisor concerning the deductibility of interest and charges.

PAYMENTS: Payments as received, will be applied in the order chosen by the Credit Union to any Finance Charges, other charges, and collection costs due before being applied to your unpaid principal balance.

ADVANCES: The Credit Union may make advances after the initial advance to you or to any third party that you may designate, either by check or other means. Advances must be at least the amount shown in this Agreement as minimum subsequent advance. You may be required to provide suitable identification to receive an advance. You must be a member of the credit union in good standing to obtain an advance. Total advances shall not exceed the credit limit.

ANNUAL PERCENTAGE RATE: When Rates Change/Index: We will determine the Periodic Rate and the corresponding **Annual Percentage Rate** as follows: We start with an independent index, (the "Index"), which is the Wall Street Journal Prime Rate. When a range of rates has been published, we will use the highest. We will use the most recent index value available to us as of 10 days before the date of any annual percentage rate adjustment. To determine the Daily Periodic Rate that will apply to your account, we add a margin to the value of the index, then we divide this sum by the number of days in a year (daily). To obtain the **Annual Percentage Rate** we multiply the Daily Periodic Rate by the number of days in a year (annual). This result is the **Annual Percentage Rate**. The **Annual Percentage Rate** includes only interest and no other costs.

REPAYMENT: You promise to repay all advances made under this Agreement plus a Finance Charge on the unpaid balance plus all costs and expenses that you are obligated for under this Agreement or under the Revolving Credit Mortgage which secures your Line of Credit. Payments are due in the amount and on the dates set out in the periodic statement or any other notice you may receive from the Credit Union. You may prepay all or part of any advance at any time without penalty, **however, if a balance remains owing, you are still required to make your regular scheduled periodic payments. A partial payment will not delay your next scheduled due date(s).** If there is more than one Borrower, each is liable on this Agreement. This means we can require any one of you to pay all amounts due under this Agreement, including credit advances made to any of you. Each Borrower authorizes any other Borrower, on his or her signature alone, to request and receive credit advances, and to do all other things necessary to carry out the terms of this Agreement. We can release any of you from responsibility under this Agreement, and the others will remain responsible.

The Daily Periodic Rate and the corresponding **Annual Percentage Rate** on your Credit Line will increase or decrease as the index increases or decreases from time to time. Adjustments to the **Annual Percentage Rate** and the corresponding Daily Periodic Rate resulting from changes in the index will take effect quarterly on the first day of January, April, July and October (change date). However, under no circumstances will the **Annual Percentage Rate** go below the minimum APR or exceed the maximum APR shown on the reverse. The **Annual Percentage Rate** cannot increase or decrease more than 2 percentage points at each adjustment. The Credit Union has the right to waive an increase in the **Annual Percentage Rate** on any change date, but such a waiver shall not be construed as a waiver of the Credit Union's right to increase the **Annual Percentage Rate** at a future change date. The stated **Annual Percentage Rate** is also the effective rate and reflects only cost of interest.

TERM OF PLAN: Your Credit Line will begin on the opening date of the Agreement and will continue until the maturity date shown above. The opening

FINANCE CHARGE: All activity in the Plan during each monthly period (Cycle) including all new advances, posted to the account during the Cycle will be subject to a finance charge from the date an advance is posted to your account and will continue to accrue until the date of payment. There is no "free ride period" which would allow you to avoid a finance charge on advances. The finance charge will be posted to your account as your payments are received and will be figured by applying the applicable daily periodic rate to

the daily balance for your account. The daily balance is the outstanding account balance at the end of each day. The balance used to calculate the finance charge is the actual balance in the Account each day after credits have been subtracted and new advances and other charges have been added. It does not include any unpaid late charges and finance charges. The finance charge for each day of the cycle is then figured by multiplying the daily balance in the account by the appropriate daily periodic rate. The sum of these amounts equal the Finance Charge.

MINIMUM PAYMENT REQUIREMENTS: The scheduled periodic payment will be set to repay the outstanding balance after an advance based on your outstanding balance using the following pay off periods:

Range of Balances	Payoff Period
\$1.00 - \$10,000.00	72 Monthly Payments
\$10,000.01 - \$20,000.00	84 Monthly Payments
\$20,000.01 - \$30,000.00	96 Monthly Payments
\$30,000.01 - \$40,000.00	108 Monthly Payments
\$40,000.01 - and Above	120 Monthly Payments

The payoff period will always be the shorter of the payoff period for your outstanding balance or the time remaining to the final payment date. Your payment will be set to repay the balance after the advance, at the current annual percentage rate, within the payoff period. Your payment will be rounded up to the nearest dollar. Your payment will remain the same unless you obtain another credit advance. Your payment may also change if the annual percentage rate increases. A change in the annual percentage rate can cause the balance to be repaid more quickly or more slowly. We will check your plan every year to determine the effect any annual percentage rate increase had on your payment. If the annual percentage rate has increased so much that your payment is not sufficient to repay the balance within the payoff period, we will adjust your payment to repay the balance within the original payoff period. Each time the annual percentage rate increases we will check to see if the payment is sufficient to pay the interest that is due. If not, we will increase your payment by the amount necessary to repay the balance at the new annual percentage rate within the original payoff period. If, after our last review of your plan prior to the final payment date, the annual percentage rate increases so much that your payment is not sufficient to repay the balance before the final payment date you will be required to make more payments of the same amount. Your payment will include any amounts past due and any amount by which you have exceeded your credit limit, and all other charges. Your payment will never be less than the smaller of \$75.00, or the full amount that you owe.

CHARGES TO YOUR LINE: The Credit Union may charge your account to pay fees and costs that you are obligated to pay as a part of the Plan. Your account could also be charged to pay property insurance as required by the Plan. At the Credit Union's option, we can charge your Credit Line to pay any costs or expenses to protect our security interest in the property, including paying delinquent property taxes and curing defaults by you under any existing liens. Charged amounts will decrease your Credit Line.

OTHER CHARGES: Filing fees are required to perfect the Credit Union's security interest in the Property. Other fees such as an appraisal fee may be required whenever the collateral's fair market value is assessed. Charges for any fees related to this loan are disclosed in this Agreement. The Credit Union at its option, may appraise the property at anytime while this Agreement is in effect.

LATE PAYMENT FEE: You will be charged a late fee of \$25.00 if payment is not received within ten (10) calendar days after the due date.

CREDIT LIMIT: The Credit Union will establish a credit limit for your account. You may not use the account to obtain credit in excess of the credit limit, and you assume responsibility for all credit extended by the Credit Union on the basis of authorized use by you, regardless of the current credit limit. The credit limit for your account will be disclosed to you by this document at the time of your loan closing. You agree not to request or obtain an advance that will exceed your credit limit. Should you exceed your credit limit, you agree to immediately repay the amount over your credit limit.

MODIFICATION OF PLAN: The Credit Union may modify or change the terms of the Plan by mutual written agreement at that time, or if the change is insignificant or will benefit you unequivocally during the term of your Agreement with the Credit Union. If the current Index ceases to be available, you agree that the Credit Union will substitute an Index that will result in a similar interest rate to what was in effect when the original Index became available. The historical movement of the new Index will be substantially similar to the original Index.

TERMINATION/ACCELERATION: The Credit Union can terminate the Plan and require that you pay the entire outstanding balance in one payment and charge fees allowed if any of the following occur: 1.) If you commit fraud or make any misrepresentation at any time. 2.) If you fail to meet the repayment terms under the Plan. 3.) If any act or failure to act adversely affects the collateral or the Credit Union's rights to the collateral, including failure to maintain property insurance, destructive or illegal use of the collateral, tax liens, transfer of title or the subsequent creation of a senior lien without the Credit Union's permission or foreclosure by a prior lienholder. 4.) If you die.

SUSPENSION OR REDUCTION: The Credit Union has certain rights. It can also suspend additional advances or reduce your credit limit when any of the

following conditions exist: 1.) The value of the collateral depreciates significantly below the appraised value. Generally, this means that the initial difference between the credit limit and remaining equity is reduced by fifty percent or a smaller decline depending upon individual circumstances. 2.) If the Credit Union has legitimate reason to believe that you can not repay because of a change in your financial status. 3.) If you are in default of any of the material obligations under the Plan. 4.) Government action prevents the Credit Union 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. 5.) A regulatory agency has notified the Credit Union that continued advances would constitute an unsafe and unsound practice. 6.) The maximum **Annual Percentage Rate** is reached. 7.) Government action prevents the Credit Union from imposing the maximum **Annual Percentage Rate** provided under the Plan.

Unauthorized Use: In the event of possible unauthorized use of your account, you will notify the Credit Union immediately.

DEFAULT: You will be in default if any act of fraud is committed by or through you or if you fail to meet the repayment terms of your agreement(s) with the Credit Union. You will be in default if you commit any act (including breaking any promise made in this Agreement and/or security instrument identified on the reverse in connection with this loan) that jeopardizes the Credit Union's security interest or if you fail to act to protect the Credit Union's security interest.

Obligation of the Credit Union: Subject to the terms of this agreement, and providing that you are not in default or any of the conditions for suspension or reductions of advances exists, the Credit Union will advance to you an amount not to exceed your Credit Limit. The amount of credit available to you during the term of this Agreement will be determined by your repayment of advances. Repayment will replenish your available credit by the amount applied to the principal balance.

Entire Balance Due: If you default, all of your obligations under this contract will immediately be due if allowable by applicable law. No default will occur unless we mail or deliver a notice of default to you. The undersigned individually and jointly waive presentment, demand, protest or notice of protest or any notice that the Credit Union is demanding payment in full of the entire outstanding balance under the contract because of default or for any reason as allowed by law. If the Credit Union accepts any payment of your debt under the contract after having demanded payment on the entire unpaid balance due or after the Credit Union has sued you, this won't be considered a waiver or forgiveness, of any default in payments or any other default on your part. The Credit Union will apply any such payment to your unpaid balance. The Credit Union can delay enforcing any of its rights without losing them.

RIGHTS OF DEFAULT: Time is of the essence of this Agreement. If you default, 1) the entire unpaid balance due under this Agreement and any and all of the liabilities may, at the option of the Credit Union, and without demand or notice of any kind whatsoever, be declared, and thereupon immediately shall become due and payable, unless specifically prohibited by applicable law, 2) the Credit Union may exercise from time to time any rights and remedies available to the Credit Union under the security instrument identified on the reverse, or otherwise available to the Credit Union, and 3) the Credit Union may, at any time without demand or notice of any kind appropriate and apply toward the payment of the unpaid balance due under this Agreement or of such of the liabilities and in such order as the Credit Union may from time to time, elect, any unpaid shares dividends, deposits, or monies you have in the Credit Union, excepting those accounts that may have an adverse tax consequence. If you default as defined in this loan contract, the Credit Union has the authority to repossess and sell the Property in a lawful manner. In any case, the Credit Union or its representatives at its option may enter the premises and take possession of the collateral, subject to applicable laws. The property description on the security instrument and other documents relating to this Agreement is a part of this Agreement. The Credit Union is hereby appointed as your Attorney-in-Fact to perform any acts which it feels are necessary to protect the Property and the security interest which this Agreement creates.

SAVINGS CLAUSE: If any of the provisions of this contract shall be held invalid or unenforceable, then this contract shall be construed as if it did not contain those provisions and the Credit Union's rights and obligations shall be construed and enforced accordingly. If we go to court for any reason, we can use a copy, filmed or electronic, of any periodic statement, this Agreement and the security instrument, or any other document to prove what you owe us or that a transaction has taken place. The copy, microfilm, or microfiche will have the same validity as the original. You agree that, except to the extent you can show there is a billing error, your most current periodic statement is the best evidence of your obligation to pay.

CREDIT INSURANCE: The premiums for your credit insurance if any, are based on your outstanding loan balance and paid as a part of your periodic payment. If you are late in paying or fail to make periodic payments, the Credit Union may advance funds on your behalf to pay such premiums and may impose additional finance charges on the amount advanced. If you elected voluntary Credit Insurance, you understand that insurance rates are not guaranteed, however you will be notified at least 31 days in advance if they are to be changed.

SECURITY: By signing this contract, you give the Credit Union a Security Interest in the property described in this Agreement, the security instrument identified on the face of the document and its proceeds, together with all subsequent improvements and additions, to protect the Credit Union if you default on your loan. You will complete any document(s) required by the

Credit Union to perfect its Security Interest. To the maximum extent provided by law you waive any homestead or other exemption rights in any property in which you have granted the Credit Union a Security Interest. You also assign to the Credit Union any proceeds which may become payable through insurance on the Property or written in connection with this loan. This includes unearned or returned premiums. You promise that you own the Property and that no one else has any interest in it or claim against it other than as indicated on your application for loan. You agree not to sell, lease, or give it as collateral to anyone else until you have repaid the Credit Union what you owe or the Credit Union gives its written permission. You promise to defend the collateral from third-party claims and protect it from forced sale by such persons; to protect the collateral from any unlawful purpose; to obtain written permission from the Credit Union before making major alterations or improvements; to notify the Credit Union in writing before changing your mailing address or location of the collateral; and to help the Credit Union to protect the rights you have given it.

OUR WAIVERS: We have by law the right of "set off." This is a right to take or "set off" certain funds in deposit account(s) you have with us, to pay off what you owe under this Agreement. Under other agreements with you, we may also have contractual rights of set off. In connection with this Agreement we are giving up ("waiving") any of those contractual rights and we will assert only the "set off" rights given to us by law. We also waive the application of any other security agreement or mortgage, other than the one described in the security instrument to amounts owing under this Agreement.

TRANSFER OF THE COLLATERAL ASSUMPTION: If all or any part of the collateral or an interest therein is sold or transferred by you without the Credit Union's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Agreement, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by device, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, the Credit Union may, at its option, declare all sums secured by this Agreement to be immediately due and payable. The Credit Union shall have waived such option to accelerate if, prior to sale or transfer, the Credit Union and the person to whom the Collateral is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to the Credit Union and that the interest payable on the sums secured under this Agreement shall be at such a rate as the Credit Union shall request. If the Credit Union has waived the option to accelerate provided in this paragraph and if your successor in interest has executed a written assumption agreement accepted in writing by the Credit Union, the Credit Union shall release you from all obligations under this Agreement.

PROPERTY INSURANCE AND TAXES: You are required to fully insure the collateral against loss or damage. The Credit Union may not make the granting of this loan contingent upon your obtaining the required insurance from an insurance company designated by the Credit Union. You may purchase property insurance from anyone you want that is acceptable to the Credit Union. If you fail to obtain or maintain insurance, the Credit Union may buy any type of insurance it feels is necessary, to protect its interest in the collateral. The Credit Union will add the premium for this insurance to the Plan and charge you a finance charge at the then interest rate in effect for this loan. You promise to have any insurance policy payable to the Credit Union, and, if asked, to deliver the policy to the Credit Union. You also promise to pay all taxes due from time to time on the Property. If you fail to do so, the Credit Union may, but does not have to, pay the taxes and add the amount to the unpaid principal balance of the loan and charge you a finance charge at the then interest rate in effect for this loan. If you default as defined in this loan contract, the Credit Union has the authority to repossess and sell the collateral in a lawful manner. In any case, the Credit Union or its

representatives at its option may enter the premises and take possession of the collateral, subject to applicable laws. The collateral description on the Mortgage or Deed of Trust and other documents relating to this Agreement is a part of this Agreement. The Credit Union is hereby appointed as your Attorney-in-Fact to perform any acts which it feels are necessary to protect the collateral and the security interest which this Agreement creates.

COLLECTION COSTS: If you do not pay, we may hire or pay someone who is not our employee to help collect your loan account. You will also pay us that amount. This includes, subject to limits under applicable law, reasonable attorney's fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgement collection services. If the Credit Union accepts any payment of your debt under this contract after having demanded payment on the entire unpaid balance due or after the Credit Union has sued you, this won't be considered a waiver or forgiveness of any default in payments or any other default on your part. The Credit Union may delay enforcing any of its rights without losing them.

GOVERNING LAW: You agree that this contract and all related transactions and all rights of the parties of this contract shall be governed in all respects by the laws of the state shown on the front of this form, except to the extent that the laws of the state where the secured property is located governs rights related to the property and to the extent that such laws are not inconsistent with controlling federal law. Further, all rights of the Credit Union shall inure to the benefit of its successors and assigns; all your obligations shall bind your heirs, executors and administrators.

ASSIGNMENT: The Credit Union may assign or transfer this Agreement and any instrument securing this Plan executed in connection with this contract and may deliver the property or any part thereof to the transferee, who shall then become vested with all powers and rights of the Credit Union in regards to this contract. The Credit Union shall thereafter be forever relieved and fully discharged from any liabilities and responsibility with respect to the Property so transferred.

JOINT ACCOUNT: If more than one person signs this Disclosure Statement and Agreement, the obligations and liabilities of each shall be joint and several; each person is equally responsible for the obligations under this Agreement, although the Credit Union may sue any of you. Each of you authorizes the other to get advances individually. This means that an advance can be made upon the request of only one of you and the proceeds can be received by only one of you. If either of you gives inconsistent instructions, the Credit Union can refuse to follow your instructions.

EACH OF YOU WHO SIGNS IS LIABLE: If you are signing this Agreement with any other person or persons, each of you is obliged to pay the entire amount owing under this Agreement. If any of you stop your right to future use of the Plan by taking the steps described herein, we will stop the Plan for all of you, but all of you remain obligated to pay all amounts due under this Agreement. We may require any of you to pay any amount without asking any other(s) of you to pay. We do not have to notify you that the amount due under this Agreement has not been paid by any other(s) of you. We and any of you can repeatedly agree to extend this Agreement for as long as we want, release any of the collateral or release anyone from liability under this Agreement, without notifying any other(s) of you or releasing any other(s) of you from your responsibility under this Agreement. In other words, the obligation of each of you is absolute and not conditioned on anything. **All notices will be sent to you at the address shown in this Agreement. Notice will be mailed to you at a different address if you give us written notice of a different address.**

In the event any of the documents evidencing and/or securing the above-referenced loan (the "Loan") misstate or inaccurately reflect the true and correct terms and provisions of the Loan and said misstatement or inaccuracy is due to unilateral mistake on the part of Credit Union, mutual mistake on the part of Credit Union and Borrower or clerical error, then in such event Borrower shall upon request of Credit Union and in order to correct such misstatement or inaccuracy, execute such new documents or initial such corrected original documents as Credit Union may deem necessary to remedy said inaccuracy or mistake and Borrower's failure to initial or execute such documents as requested shall constitute a default under the note evidencing the instrument securing the loan.

You understand and agree to the terms and conditions in this Line of Credit Home Equity Agreement. By signing you acknowledge reading this Agreement. Your signature also acknowledges receipt of a copy of this Agreement, the Fair Credit Billing Rights Notice, the Home Equity Line of Credit Important Terms Disclosure provided at time of application with the handbook entitled "When Your Home Is on the Line, What You Should Know About Home Equity Lines of Credit".

NOTICE TO CONSUMER: 1.) Do not sign this paper before you read it. 2.) You are entitled to a copy of this paper.

CAUTION: It is important that you thoroughly read the contract before you sign it.

This instrument is under seal:

DATE	BORROWER	LENDER: FIRE POLICE CITY COUNTY FEDERAL CREDIT UNION
	X	
DATE	BORROWER	BY:
	X	
DATE	BORROWER	BY:
	X	
DATE	BORROWER	BY:
	X	

YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under Fair Credit Billing Act
Notify Us in Case of Errors or Questions About Your Bill

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

In your letter, give us the following information:

Your name and account number.

The dollar amount of the suspect 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.

Your Rights and Our Responsibilities After We Receive Your Written Notice
Notify Us in Case of Errors or Questions About Your Bill

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 is correct. After we receive your letter, and before we either correct the error or explain why we believe the bill is correct, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you 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 statement that are not in question.

If we find that we made a mistake on your statement, 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, we 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 statement. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you 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 statement was correct.