



## HOME EQUITY APPLICATION DISCLOSURE

**Borrower:** American Bank Customer

**Lender:** American Bank  
Main Office  
615 Waterfront Dr  
Suite 501  
Allentown, PA 18102

### IMPORTANT TERMS OF OUR HOME EQUITY APPLICATION DISCLOSURE

This disclosure contains important information about our HELOC (the "Plan" or the "Credit Line"). You should read it carefully and keep a copy for your records.

**AVAILABILITY OF TERMS.** All of the terms of the Plan described herein 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 security interest in your home. You could lose your home if you do not meet the obligations in your agreement with us.

**POSSIBLE ACTIONS.** Under this Plan, we have the following rights:

**Termination and Acceleration.** We can terminate the Plan and require you to pay us the entire outstanding balance in one payment, and charge you certain fees, if any of the following happens:

- You commit fraud or make a material misrepresentation at any time in connection with the Plan. This can include, for example, a false statement about your income, assets, liabilities, or any other aspect of your financial condition.
- You do not meet the repayment terms of the Plan.
- Your action or inaction adversely affects the collateral for the Plan or our rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a senior lien on the dwelling without our permission, foreclosure by the holder of another lien or the use of funds or the dwelling for prohibited purposes.

**Suspension or Reduction.** In addition to any other rights we may have, we can suspend additional extensions of credit or reduce your credit limit during any period in which any of the following are in effect:

- The value of your dwelling declines significantly below the dwelling's appraised value for purposes of the Plan. This includes, for example, a decline such that the initial difference between the credit limit and the available equity is reduced by fifty percent and may include a smaller decline depending on the individual circumstances.
- We reasonably believe that you will be unable to fulfill your payment obligations under the Plan due to a material change in your financial circumstances.
- You are in default under any material obligation of the Plan. We consider all of your obligations to be material. Categories of material obligations include, but are not limited to, the events described above under Termination and Acceleration, obligations to pay fees and charges, obligations and limitations on the receipt of credit advances, obligations concerning maintenance or use of the dwelling or proceeds, obligations to pay and perform the terms of any other deed of trust, mortgage or lease of the dwelling, obligations to notify us and to provide documents or information to us (such as updated financial information), obligations to comply with applicable laws (such as zoning restrictions).
- We are precluded by government action from imposing the annual percentage rate provided for under the Plan.
- The priority of our security interest is adversely affected by government action to the extent that the value of the security interest is less than 120 percent of the credit limit.
- We have been notified by governmental authority that continued advances may constitute an unsafe and unsound business practice.
- The maximum annual percentage rate under the Plan is reached.

**Change in Terms.** We may make changes to the terms of the Plan if you agree to the change in writing at that time, if the change will unequivocally benefit you throughout the remainder of the Plan, or if the change is insignificant (such as changes relating to our data processing systems).

**Fees and Charges.** In order to open and maintain an account, you must pay certain fees and charges.

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

| Description       | Amount  | When Charged                                                     |
|-------------------|---------|------------------------------------------------------------------|
| NSF Handling Fee: | \$25.00 | At the time a payment is returned to us for non-sufficient funds |
| Stop Payment Fee: | \$15.00 | At the time you request a Stop Payment                           |
| Overlimit Charge: | \$25.00 | At the time your Credit Line balance exceeds your credit limit   |

**Late Charge.** Your payment will be late if it is not received by us within **16 days after the "Payment Due Date" shown on your periodic statement.** If your payment is late we may charge you 5.000% of the payment or \$5.00, whichever is greater.

**Third Party Fees.** You must pay certain fees to third parties such as appraisers, credit reporting firms, and government agencies.

These third party fees generally total between \$500.00 and \$3,000.00. We estimate the breakdown of these as follows:

| Description                                                  | Amount            | When Charged       |
|--------------------------------------------------------------|-------------------|--------------------|
| Title Insurance Binder - For<br>Loan Amounts over \$250,000: | \$1,600 - \$2,500 | At Account Opening |

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| Description                                           | Amount | When Charged       |
|-------------------------------------------------------|--------|--------------------|
| Title Company Fees - For Loan Amounts over \$250,000: | \$500  | At Account Opening |

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

**MINIMUM PAYMENT REQUIREMENTS.** You can obtain advances of credit during the following period: 120 Months (the "Draw Period"). After the Draw Period ends, the repayment period will begin. You will no longer be able to obtain credit advances. The length of the repayment period is as follows: 180 Months Amortized at Fixed Interest Rate. Your Regular Payment will equal the amount of your accrued FINANCE CHARGES ("First Payment Stream"). Your payments will be due monthly. Your First Payment Stream will last for the first 120 months. Your "Minimum Payment" will be the Regular Payment, plus any amount past due and all other charges. An increase in the ANNUAL PERCENTAGE RATE may increase the amount of your Regular Payment. The Minimum Payment during the First Payment Stream will not reduce the principal that is outstanding on your Credit Line.

After completion of the First Payment Stream, your Regular Payment will be based on an amortization of your balance at the start of this payment period as shown below ("Second Payment Stream"). Your payments will be due monthly.

| <u>Range of Balances</u> | <u>Number of Payments</u> | <u>Amortization Period</u> |
|--------------------------|---------------------------|----------------------------|
| All Balances             | 180                       | 180 payments               |

Your "Minimum Payment" will be the Regular Payment, plus any amount past due and all other charges.

A change in the ANNUAL PERCENTAGE RATE can cause the balance to be repaid more quickly or more slowly. When rates decrease, less interest is due, so more of the payment repays the principal balance. When rates increase, more interest is due, so less of the payment repays the principal balance. If this happens, we may adjust your payment as follows: your payment may be increased by the amount necessary to repay the balance by the end of this payment stream. Each time the ANNUAL PERCENTAGE RATE changes, we will review the effect the change has on your Credit Line Account to see if your payment is sufficient to pay the balance by the Maturity Date. If it is not, your payment will be increased by an amount necessary to repay the balance by the Maturity Date.

**MINIMUM PAYMENT EXAMPLE.** If you made only the minimum payment and took no other credit advances, it would take 25 years to pay off a credit advance of \$10,000.00 at an ANNUAL PERCENTAGE RATE of 7.750%. During that period, you would make 120 monthly payments ranging from \$59.45 to \$65.82. Then you would make 180 monthly payments ranging from \$92.83 to \$94.15.

**TRANSACTION REQUIREMENTS.** The following transaction limitations will apply to the use of your Credit Line:

**Credit Line Home Equity Line of Credit, Telephone Request, Overdraft, Request By Mail, In Person Request and Online Banking Limitations.** The following transaction limitations will apply to your Credit Line and the writing of Home Equity Line of Credits, requesting an advance by telephone, overdrawing a designated deposit account, requesting an advance by mail, requesting an advance in person and accessing by other methods.

**Minimum Advance Amount.** The minimum amount of any credit advance that can be made on your Credit Line is \$50.00. This means any Home Equity Line of Credit must be written for at least the minimum advance amount.

**Minimum Balance.** Property Coverage Amount must be equal to or greater than the Combined Amount of all Outstanding Mortgage Loan Balances secured by the "Subject" property.

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

**VARIABLE RATE FEATURE.** The Plan 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 does not include costs other than interest.

**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 U.S. Prime Rate as quoted in The Wall Street Journal. Information about the Index is available or published daily in the Wall Street Journal. We will use the most recent Index value available to us as of the date of any annual percentage rate adjustment.

**ANNUAL PERCENTAGE RATE.** To determine the Periodic Rate that will apply to your account, we add a margin to the value of the Index, subtract any preferred rate reductions in effect as specified below, then divide the value by the number of days in a year (366 during leap years). To obtain the ANNUAL PERCENTAGE RATE we multiply the Periodic Rate by the number of days in a year (366 during leap years). This result is the ANNUAL PERCENTAGE RATE for your First Payment Stream. To determine the Periodic Rate that will apply to your account, we add a margin to the value of the Index, subtract any preferred rate reductions in effect as specified below, then divide the value by the number of days in a year (366 during leap years). To obtain the ANNUAL PERCENTAGE RATE we multiply the Periodic Rate by the number of days in a year (366 during leap years). This result is the ANNUAL PERCENTAGE RATE for your Second Payment Stream. 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.

Please ask us for the current Index value, margin and annual percentage rate. After you open a credit line, rate information will be provided on periodic statements that we send you.

**Conversion Option.** The Plan contains an option to convert the annual percentage rate under the Plan from a variable rate with annual percentage rate limits to a fixed rate as determined below. The following information is representative of conversion option features recently offered by us: EX: HELOC Loan Balance of \$250,000. Fixed Rate - Lock In Option of \$65,000 for 180 Months at 7.25% APR with Monthly Payments of \$593.40.

**ANNUAL PERCENTAGE RATE Increase.** Your ANNUAL PERCENTAGE RATE may increase if you exercise this option to convert to a fixed rate.

**Conversion Periods.** You can exercise the option to convert to a fixed rate only during the following period or periods: 10 Year Interest Only Draw Period.

**Conversion Fees.** You will be required to pay the following fees at the time of conversion to a fixed rate: \$0.

**Rate Determination.** The fixed rate will be determined as follows: Equal to the AMBK Home Equity Term Loan Interest Rates for loans with similar features at the time that you choose to Lock-In.

**Conversion Rules.** You can convert to a fixed rate only during the period or periods described above. In addition, the following rules apply to the conversion option for the Plan: (1) Maximum of 3 "Lock-In Conversions" at a time. (2) Minimum Loan Amount is \$5,000. (3) Maximum Term of 15 Years. (4) Your Home Equity Line of Credit Availability will be reduced equal to the Combined Outstanding Balances of all Locked-In Conversion Loans. (5) Payoffs for Home Equity Line of Credits will include all outstanding

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balances of the "Lock-In Conversion Loans".

**PREFERRED RATE REDUCTION.** The ANNUAL PERCENTAGE RATE under the Plan includes a preferred rate reduction. If the preferred rate reduction is terminated, the Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE may increase. The preferred rate reduction is subject to the following provisions:

**Reduction Percentage: 0.250%**

**Description of Event That Would Cause the Preferred Rate Reduction to Terminate.**

The interest rate on this loan may increase 0.250 percentage points ("Preferred Rate Reduction") if participation in the Automatic Payment Plan is discontinued for any reason, including: (a) if any Borrower chooses to terminate participation; (b) if the American Bank deposit account is closed; or (c) if there are not sufficient funds and your monthly payment is not able to be deducted twice during any one year period of time on the Due Date from your American Bank account.

**How The New Rate Will Be Determined Upon Termination of the Preferred Rate Reduction.**

If you no longer participate in the Automatic Payment Plan, the Preferred Rate Reduction will no longer apply to your loan, and your interest rate will increase by 0.250 percentage points. Your new monthly payment will be based on the loan balance when the interest rate is increased, the new interest rate and the remaining term of the loan. You will be notified at least 25 days before the due date of any payment at the increased amount. This notice will contain information about your interest rates, payment amount and loan balance.

**FREQUENCY OF ANNUAL PERCENTAGE RATE ADJUSTMENTS.** Your ANNUAL PERCENTAGE RATE can change Daily. There is no limit on the amount by which the annual percentage rate can change during any one year period. However, under no circumstances will your ANNUAL PERCENTAGE RATE exceed 18.000% per annum or, go below 4.000% per annum at any time during the term of the Plan.

**MAXIMUM RATE AND PAYMENT EXAMPLE.**

**Draw Period.** If you had an outstanding balance of \$10,000.00, the minimum payment at the maximum ANNUAL PERCENTAGE RATE of 18.000% would be \$152.88. This ANNUAL PERCENTAGE RATE could be reached immediately or prior to the 1st payment.

**Repayment Period.** If you had an outstanding balance of \$10,000.00, the minimum payment at the maximum ANNUAL PERCENTAGE RATE of 18.000% would be \$161.08. This ANNUAL PERCENTAGE RATE could be reached at the time of the 1st payment during the repayment period.

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

**HISTORICAL EXAMPLE.** The example below shows how the ANNUAL PERCENTAGE RATE and the minimum payments for a single \$10,000.00 credit advance would have changed based on changes in the Index from 2011 to 2025. The Index values are from the following reference period: as of the first business day of May. 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 payments were made, and that the rate remained constant during the year. It does not necessarily indicate how the Index or your payments would change in the future.

### INDEX TABLE

| Year (as of the first business day of May) | Index (Percent) | Margin (1) (Percent) | ANNUAL PERCENTAGE RATE | Monthly Payment (Dollars) |       |
|--------------------------------------------|-----------------|----------------------|------------------------|---------------------------|-------|
| Draw Period                                | 2011.....       | 3.250...             | 0.250                  | 4.000 (8)                 | 33.97 |
|                                            | 2012.....       | 3.250...             | 0.250                  | 4.000 (8)                 | 33.97 |
|                                            | 2013.....       | 3.250...             | 0.250                  | 4.000 (8)                 | 33.97 |
|                                            | 2014.....       | 3.250...             | 0.250                  | 4.000 (8)                 | 33.97 |
|                                            | 2015.....       | 3.250...             | 0.250                  | 4.000 (8)                 | 33.97 |
|                                            | 2016.....       | 3.500...             | 0.250                  | 4.000 (8)                 | 33.97 |
|                                            | 2017.....       | 4.000...             | 0.250                  | 4.250                     | 36.10 |
|                                            | 2018.....       | 4.750...             | 0.250                  | 5.000                     | 42.47 |
|                                            | 2019.....       | 5.500...             | 0.250                  | 5.750                     | 48.84 |
|                                            | 2020.....       | 3.250...             | 0.250                  | 4.000 (8)                 | 33.97 |
| Repayment Period                           | 2021.....       | 3.250...             | 0.250                  | 4.000 (8)                 | 73.98 |
|                                            | 2022.....       | 3.500...             | 0.250                  | 4.000 (8)                 | 73.98 |
|                                            | 2023.....       | 8.000...             | 0.250                  | 8.250                     | 94.11 |
|                                            | 2024.....       | 8.500...             | 0.250                  | 8.750                     | 96.49 |
|                                            | 2025.....       | 7.500...             | 0.250                  | 7.750                     | 92.07 |

(1) This is a margin we have used recently; your margin may be different.

(8) This A.P.R. reflects a 4.000 percent floor.