Fortera Federal Credit Union
P.O. Box 30669
Clarksville, TN 37040
(931) 431-6800 or (800) 821-5891
www.forteracu.com

HomEquity

Line-of-Credit Predisclosure

IMPORTANTTERMS OF OUR HOME EQUITY LINE OF CREDIT

This disclosure contains important information about your Home Equity Open-End Credit Plan. 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 security interest in your home through a Mortgage or Deed of Trust. You could lose your home if you do not meet the obligations in your agreement with us.

Possible Actions:

Termination and Acceleration

We can terminate the Home Equity Open-end Credit Plan and require you to pay us the entire outstanding balance in one payment and charge you certain fees if:

(a) you commit fraud or material misrepresentation at any time in connection with this Plan;

(b) you do not meet the repayment terms of this Plan;

(c) your action or inaction adversely affects the collateral for the Plan or our rights in the collateral.

Suspension or Reduction

We can refuse to make additional extensions of credit or reduce your credit line if:

(a) the value of your dwelling declines significantly below its appraised value for purposes of this Plan;

(b) we reasonably believe that 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 of this Plan;

(d) government action prevents us from imposing the **ANNUAL PERCENTAGE RATE** provided for under this Plan 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** under this Plan is reached.

Change in Terms

Our home equity credit agreement permits us to make certain changes to the terms of this Plan at specified times or upon the occurrence of specified events.

Minimum Payment Requirements:

Owner-Occupied Plan: You can obtain advances of credit for 10 year(s) (the "draw period"). During the draw period, payments will be due monthly. Your minimum monthly payment will equal the amount of the accrued finance charges on the last day of the billing cycle, or $100.00, whichever is greater.

After the draw period ends, you will no longer be able to obtain credit advances and must pay the outstanding balance on your account (the "repayment period"). The length of the repayment period is 20 year(s). During the repayment period, payments will be due monthly. Your minimum monthly payment will equal an amortized payment of the loan account balance on the last day of the draw period. This balance will be amortized over 20 years.

The minimum payment will change whenever the annual percentage rate changes. Your loan payments will recalculate each month in order for your loan to be paid in full during the repayment period.

Non-Owner-Occupied Plan: You can obtain advances of credit for 5 year(s) (the "draw period"). During the draw period, payments will be due monthly. Your minimum monthly payment will equal the amount of the accrued finance charges on the last day of the billing cycle or 1.00% of the outstanding principal due on the last day of the billing cycle, whichever is greater.

After the draw period ends, you will no longer be able to obtain credit advances and must pay the outstanding balance on your account (the "repayment period"). The length of the repayment period is 20 year(s). During the repayment period, payments will be due monthly. Your minimum monthly payment will equal an amortized payment of the loan account balance on the last day of the draw period. This balance will be amortized over 20 years.

The minimum payment will change whenever the annual percentage rate changes. Your loan payments will recalculate each month in order for your loan to be paid in full during the repayment period.

Lock Feature: During the Draw Period, you may elect to "lock in" or convert a portion of your variable-rate outstanding balance to a fixed Annual Percentage Rate over a set term. You may select the fixed rate and term of your lock feature from a list of rates and terms provided to you at the time you exercise this option. The minimum amount that may be locked is $5,000.00 and the maximum term of the lock feature is 10 years. To exercise this option, you must pay a $50.00 conversion fee (FINANCE CHARGE) at the time of such conversion. The minimum payment requirement for the locked-in balance is equal to that amount required to repay the balance in equal periodic installments during the term selected. We will provide you with the new payment terms of the locked-in balance at the time you lock-in. Locking in will only fix the rate and term that applies to that portion of the existing balance selected; future advances will be subject to the variable rate feature according to the terms of the Plan. As the Locked balance is paid down, additional credit will become available, up to the applicable credit limit. There is no limit to the number of times that the lock feature may be exercised, but you may only have 3 locked-in balances at one time. We reserve the right to discontinue this feature at any time without notice. If this feature is discontinued, the balances that have already been locked will continue to be locked at the rates and terms selected.

Minimum Payment Examples:

Owner-Occupied Plan: If you made only the minimum monthly payment and took no other credit advances, it would take 30 year(s) to pay off a credit advance of $10,000 at an **ANNUAL PERCENTAGE RATE** of 7.00%. During that period, you would make 120 payments of $100.00 followed by 239 payments of $21.62, with a final payment of $19.50.

Non-Owner-Occupied Plan: If you made only the minimum monthly payment and took no other credit advances, it would take 25 year(s) to pay off a credit advance of $10,000 at an **ANNUAL PERCENTAGE RATE** of 7.00%. During that period, you would make 60 payments varying between $100.00 and $78.16, followed by 239 payments of $60.35, with a final payment of $59.74.

Lock Feature: If you exercised the optional Lock Feature and converted $10,000 to a fixed rate of 6.75% and a term of 10 years, it would take you 10 years to pay off the balance. During that period, you would make 119 monthly payments of $114.82 with a final payment of $115.46.

Fees and Charges: To open and maintain an account, you must pay the following fees to us:

Annual Fee *(Waived if balance greater than $10,000):* $99.00

Origination Fee *(Non-Owner Occupied Plan only):* 1% of Loan Amount

Recording Fee: $_____

Underwriting Fee: $395.00

Late Charges*:* If a payment is _____ days late, you will pay a late charge of 5% of the payment due, subject to a minimum of $25.00.

To open your account, you must pay certain fees to third parties such as appraisers, credit reporting firms, and government agencies. These fees generally total between $25.00 - $3,000.00. Upon request, we will provide you with an itemization of the fees you will have to pay to third parties. These fees will also be listed in the Open-end Credit Plan at closing.

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Property Insurance: You must carry insurance on the property that secures this Plan. If the property is located in a Special Flood Hazard Area we will require you to obtain flood insurance if it is available.

Access to the Plan: You may obtain advances under your plan in person, by mail, by telephone, by check, or by Online banking..

Transaction Requirements: There is no minimum requirement for initial advances or subsequent advances.

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

Initial Discount Rate: An initial discounted rate may be available under this Plan that is not based on the Index or margin used to make later rate adjustments. Ask us for more information regarding your initial discount.

Refundability of Fees: If you decide not to enter into this Plan within three business days of receiving this disclosure and the handbook entitled "What You Should Know About Home Equity Lines of Credit," you are entitled to a refund of any fees you may have already paid.

Variable Rate Feature:

For the Owner-Occupied Plan: This Plan has a variable rate and the **ANNUAL PERCENTAGE RATE** and corresponding periodic rate and minimum payment can change as a result. The **ANNUAL PERCENTAGE RATE** is based on the value of an index. The index is the highest rate of interest identified as the 'Prime Rate' in the 'Money Rates' section of the Wall Street Journal. To determine the **ANNUAL PERCENTAGE RATE** that will apply to your account, we add a margin based on your creditworthiness and Combined Loan-to-Value (CLTV) Ratio to the value of the index. The **ANNUAL PERCENTAGE RATE** does not include costs othr than interest.

For the Non-Owner-Occupied Plan: This Plan has a variable rate and the **ANNUAL PERCENTAGE RATE** and corresponding periodic rate and minimum payment can change as a result. The **ANNUAL PERCENTAGE RATE** is based on the value of an index. The index is the highest rate of interest identified as the 'Prime Rate' in the 'Money Rates' section of the Wall Street Journal. To determine the **ANNUAL PERCENTAGE RATE** that will apply to your account, we add a margin based on your creditworthiness and Loan-to-Value (LTV) Ratio to the value of the index, rounded to the nearest 0.25 percent. The **ANNUAL PERCENTAGE RATE** will include costs other than interest.

Ask us for the current index value, margins and **ANNUAL PERCENTAGE RATES**. After you open an account, rate information will be provided on periodic statements that we send you.

Rate Changes: The annual percentage rate can change monthly on the first of each month. There is no limit on the amount by which the **ANNUAL PERCENTAGE RATE** can change during any one year period. The maximum **ANNUAL PERCENTAGE RATE** that can apply is 18%. The **ANNUAL PERCENTAGE RATE** will not fall below 3.25% during the Plan.

Maximum Rate and Payment Examples:

Owner-Occupied Plan: If you had an outstanding balance of $10,000 at the beginning of the draw period, the minimum monthly payment at the maximum **ANNUAL PERCENTAGE RATE** of 18% would be $100.00. The maximum **ANNUAL PERCENTAGE RATE** could be reached in the 1st month (1 month).

If you had an outstanding balance of $10,000 at the beginning of the repayment period, the minimum monthly payment at the maximum **ANNUAL PERCENTAGE RATE** of 18% would be $154.33. The maximum **ANNUAL PERCENTAGE RATE** could be reached during the repayment period in the 2nd month (2 months).

Non-Owner-Occupied Plan: If you had an outstanding balance of $10,000 at the beginning of the draw period, the minimum monthly payment at the maximum **ANNUAL PERCENTAGE RATE** of 18% would be $150.00. The maximum **ANNUAL PERCENTAGE RATE** could be reached in the 1st month (1 month).

If you had an outstanding balance of $10,000 at the beginning of the repayment period, the minimum monthly payment at the maximum **ANNUAL PERCENTAGE RATE** of 18% would be $154.33. The maximum **ANNUAL PERCENTAGE RATE** could be reached during the repayment period in the 2nd month (2 months).

Prepayment: You may prepay all or any amounts owing under this Plan without penalty.

Historical Examples: The following tables show how the percentage rate and the minimum payments for a single $10,000 credit advance would have changed based on changes in the index over the past 15 years. The index values are from the first Monday in August. If the first Monday is a holiday then the index values are from the first business day following that Monday.

The table assumes that no additional credit advances were taken and that only the minimum payment was made. It does not necessarily indicate how the index or your payments would change in the future.

Owner-Occupied Plan:

YEAR	INDEX (%)	MARGIN (1) (Percent)	**ANNUAL PERCENTAGE RATE**	MONTHLY PAYMENT (Dollars)
2012	3.25	0.25	3.50 (2)	$100.00
2013	3.25	0.25	3.50	$100.00
2014	3.25	0.25	3.50	$100.00
2015	3.25	0.25	3.50	$100.00
2016	3.50	0.25	3.75	$100.00
2017	4.25	0.25	4.50	$100.00
2018	5.00	0.25	5.25	$100.00
2019	5.25	0.25	5.50	$100.00
2020	3.25	0.25	3.50	$100.00
2021	3.25	0.25	3.50	$100.00
2022 (3)	5.50	0.25	5.75	$0.41
2023	8.50	0.25	8.75	$0.51
2024	8.50	0.25	8.75	$0.51
2025	7.50	0.25	7.75	$0.47
2026	6.75	0.25	7.00	$0.45

1. This is a margin we have used recently; your margin may be different and will be based on creditworthiness and the CLTV Ratio.
2. There may be a discounted rate for a period of time within the 1st year.
3. The repayment period begins in this year.

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Non-Owner-Occupied Plan:

YEAR	INDEX (%)	MARGIN (1) (Percent)	**ANNUAL PERCENTAGE RATE**	MONTHLY PAYMENT (Dollars)
2012	3.25	0.25	3.50 (2)	$100.00
2013	3.25	0.25	3.50	$91.82
2014	3.25	0.25	3.50	$84.32
2015	3.25	0.25	3.50	$77.42
2016	3.50	0.25	3.75	$71.09
2017 (3)	4.25	0.25	4.50	$41.40
2018	5.00	0.25	5.25	$43.98
2019	5.25	0.25	5.50	$44.83
2020	3.25	0.25	3.50	$38.63
2021	3.25	0.25	3.50	$38.63
2022	5.50	0.25	5.75	$44.87
2023	8.50	0.25	8.75	$53.47
2024	8.50	0.25	8.75	$53.47
2025	7.50	0.25	7.75	$50.84
2026	6.75	0.25	7.00	$49.05

1. This is a margin we have used recently; your margin may be different and will be based on creditworthiness and LTV Ratio.
2. There may be a discounted rate for a period of time within the 1st year.
3. The repayment period begins in this year.

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NMLS/_____ LICENSE ID _____

Home Equity Application

This home equity loan that you are applying for will be secured by your home and your failure to repay the loan for any reason could cause you to lose your home!

NOTICE TO MARRIED APPLICANTS: YOU HAVE THE RIGHT TO APPLY FOR A SEPARATE ACCOUNT IN YOUR NAME.

LOAN ORIGINATOR NAME AND NMLS/____ LICENSE ID		Account Number
I/We Would Like a Loan of	For the Following Purpose	Security Offered

CHECK TYPE OF CREDIT REQUESTED

☐ **Individual Credit:** Complete sections **A, B, D,** and **E** if only the applicant's income is considered for loan approval.

Complete sections **A, B, C, D,** and **E** (1) if your co-applicant's income is also considered for loan approval; (2) if you reside in a Community Property State; (3) if you are relying on property located in a Community Property State as a basis for repayment of the credit requested; or (4) if you are an Alaska resident subject to a community property agreement or community property trust. Community Property States include: AZ, CA, ID, LA, NM, NV, TX, WA, and WI.

☐ **Joint Credit:** Complete sections **A, B, C, D,** and **E** if your co-applicant will be contractually liable for repayment of the loan and initial below:

We intend to apply for joint credit. _____ (Applicant Initials) _____ (Co-Applicant Initials)

Please also review the section entitled "DEMOGRAPHIC INFORMATION OF APPLICANT AND CO-APPLICANT".

A. APPLICANT'S PERSONAL INFORMATION

PLEASE COMPLETE ONLY IF YOU ARE APPLYING FOR JOINT CREDIT, SECURED CREDIT, OR IF YOU LIVE IN A COMMUNITY PROPERTY STATE.

☐ Married ☐ Separated ☐ Unmarried *(Single, Divorced, Widowed, Civil Union, Domestic Partnership, Registered Reciprocal Beneficiary Relationship)*

Last Name	First Name	Middle Initial	Date of Birth	Social Security Number

Present Address	How Long?
Previous Address (If present address less than two years)	How Long?

Home Phone Number	Driver's License Number and State	Email Address

B. INFORMATION REGARDING APPLICANT

Present Employer's Name and Address			Date Employed
Occupation	Supervisor's Name	Work Phone & Extension	Monthly Take Home Pay
			$
Previous Employer's Name and Address		How Long?	Occupation
Real Estate Owned and Address (Include Home)			Date Purchased / Purchase Price
			$
OTHER INCOME NOTICE: Do not list alimony, child or spousal support or separate maintenance payments unless you wish them considered as a basis for repayment of the credit requested. If listed, verification may be requested.	Source of Other Income	Amount	Total Monthly Income
		$	$

C. INFORMATION REGARDING ☐ CO-APPLICANT ☐ NON-APPLICANT SPOUSE/OTHER ☐ GUARANTOR

Last Name	First Name	Middle Initial	Date of Birth	Social Security Number
Address			Home Phone Number	Driver's License Number and State
Present Employer's Name and Address				Date Employed
Occupation	Supervisor's Name		Work Phone & Extension	Monthly Take Home Pay
				$
OTHER INCOME NOTICE: Do not list alimony, child or spousal support or separate maintenance payments unless you wish them considered as a basis for repayment of the credit requested. If listed, verification may be requested.	Source of Other Income		Amount	Total Monthly Income
			$	$

D. FINANCIAL INFORMATION AND REFERENCES

Name and Address of Bank or Other Financial Institution			Type of Account ☐ Checking ☐ Savings ☐ Loan	
Name of Relative Not Living with You	Name (Last, First, Initial)	Present Address	Phone Number	Relationship
Personal Reference Not Related to You	Name (Last, First, Initial)	Present Address		Phone Number

CONTINUE APPLICATION ON PAGES 2 - 3 - SIGN PAGE 2 OF THE APPLICATION BEFORE SUBMITTING.

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E. LIST ALL EXISTING DEBTS OF APPLICANT (and Co-Applicant or Non-Applicant Spouse/Other if any part of section C is applicable)

Applicant	Co-Applicant	Name and Address of Creditor	Purpose or Account No.	Original Amount	Present Balance	Monthly Payment
		Home Mortgage or Land Lord		$	$	$
		Credit Union		$	$	$
		Credit Card		$	$	$
				$	$	$
				$	$	$
				$	$	$
				$	$	$
				$	$	$
		Automobile Loan	Automobile Make, Model and Year		$	$
		Automobile Loan	Automobile Make, Model and Year		$	$
		List Alimony, Child Support or Child Care Paid Monthly				$

Do Not Omit Any Debts! If More Space is Needed, Use Page [3] or Separate Sheet.
Incomplete Applications Cannot Be Processed.

Total Monthly Obligations $

If you Answer "Yes" to Any of These Questions, Provide Details on Page [3].

Are any of your debts past due?	Have you ever had your Auto, Furniture or Property repossessed?	Have you or your Co-Applicant ever declared bankruptcy?	Are you currently a Co-Maker, Endorser or Guarantor on a loan?
☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

STATE NOTICES

NEW YORK APPLICANTS ONLY: A consumer credit report may be requested in connection with this Application or any renewals or extensions of any credit granted as a result of this Application. If you ask, we will inform you whether such a report was requested and, if so, the name and address of the agency that furnished the report.

OHIO APPLICANTS ONLY: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

WISCONSIN APPLICANTS ONLY: Marital Status: ☐ Married ☐ Unmarried ☐ Legally Separated

If married: the name of your spouse is _____

Spouse's SSN: _____ ☐ Spouse's Address (if different) _____

Notice: No provision of any marital property agreement, unilateral statement under Section 766.59, or court decree under Section 766.70 will adversely affect the rights of the Credit Union unless the Credit Union is furnished a copy of the agreement, statement or decree, or has actual knowledge of its terms, before the credit is granted or the account is opened.

MARRIED WISCONSIN RESIDENTS APPLYING FOR AN INDIVIDUAL ACCOUNT: In accordance with Wisconsin Statutes section 766.55(1) by signing here, you state that the credit being applied for, if granted, will be incurred in the interest of the marriage or family of the Borrower(s).

X _____

LOAN APPLICATION SIGNATURES

Please Read Before Signing:

All the information in this application is true. You understand that section 1014 Title 18 U.S. Code makes it a crime to knowingly make a false statement on this application. We have your permission to verify any information contained in this application from any source named in this application. We may retain this application even if not approved. You understand that we may receive information from others about your credit history and we may answer questions and requests from others seeking credit or experience information about you or your accounts with us. If this application is approved, you agree to honor the provisions of the HomEquity Credit Line Agreement and Truth-in-Lending Disclosure Statement or the HomEquity Loan Agreement – Mortgage Loan and Closing Disclosure covering your loan, whichever is applicable. (If this application is for two of you, this statement applies to both of you.)

(Applies to HELOCs only:) You acknowledge receipt of a copy of the HomEquity Credit Plan Predisclosures and Handbook entitled "What You Should Know About Home Equity Lines of Credit."

Consumer and Credit Report Authorization. By signing this Application, you authorize us to obtain your consumer and/or credit report for the purposes of evaluating this application and to obtain subsequent credit reports on an on-going basis in connection with this transaction, and for all other legitimate purposes, such as reviewing your accounts or taking collection action on the account. You authorize us to receive and review other information about you, such as your employment and income information, from third-parties or consumer reporting agencies.

IMPORTANT NOTICE 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 information.

Signature of Applicant	Date	Signature of Applicant (Where Applicable)	Date
X		**X**	

Have you omitted anything? Remember: Incomplete applications cannot be processed.

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DEMOGRAPHIC INFORMATION OF APPLICANT AND CO-APPLICANT. [THE FOLLOWING APPLIES IF YOU ARE APPLYING FOR A:

☐ **CLOSED-END HOME EQUITY LOAN** ☐ **HOME EQUITY LINE OF CREDIT**

The purpose of collecting this information is to help ensure that all applicants are treated fairly and that the housing needs of communities and neighborhoods are being fulfilled. For residential mortgage lending, Federal law requires that we ask applicants for their demographic information (ethnicity, race, and sex) in order to monitor our compliance with equal credit opportunity, fair housing, and home mortgage disclosure laws. You are not required to provide this information, but are encouraged to do so. You may select one or more designations for "Ethnicity" and one or more designations for "Race". The law provides that we may not discriminate on the basis of this information, or on whether you choose to provide it. However, if you choose not to provide the information and you have made this application in person, Federal regulations require us to note your ethnicity, race, and sex on the basis of visual observation or surname. If you do not wish to provide some or all of this information, please check below.

Applicant:

Ethnicity: - *Check one or more*

☐ Hispanic or Latino
- ☐ Mexican ☐ Puerto Rican ☐ Cuban
- ☐ Other Hispanic or Latino - *Print origin, for example, Argentinean, Colombian, Dominican, Nicaraguan, Salvadoran, Spaniard, and so on:*

_____

☐ Not Hispanic or Latino

☐ I do not wish to provide this information

Race: *Check one or more*

☐ American Indian or Alaska Native - *Print name of enrolled or principal tribe:*

_____

☐ Asian
- ☐ Asian Indian ☐ Chinese ☐ Filipino
- ☐ Japanese ☐ Korean ☐ Vietnamese
- ☐ Other Asian - *Print race, for example, Hmong, Laotian, Thai, Pakistani, Cambodian, and so on:* _____

☐ Black or African American

☐ Native Hawaiian or Other Pacific Islander
- ☐ Native Hawaiian ☐ Guamanian or Chamorro ☐ Samoan
- ☐ Other Pacific Islander - *Print race, for example, Fijian, Tongan, and so on:*

_____

☐ White

☐ I do not wish to provide this information

Sex: ☐ Female ☐ Male ☐ I do not wish to provide this information

Co-Applicant:

Ethnicity: - *Check one or more*

☐ Hispanic or Latino
- ☐ Mexican ☐ Puerto Rican ☐ Cuban
- ☐ Other Hispanic or Latino - *Print origin, for example, Argentinean, Colombian, Dominican, Nicaraguan, Salvadoran, Spaniard, and so on:*

_____

☐ Not Hispanic or Latino

☐ I do not wish to provide this information

Race: *Check one or more*

☐ American Indian or Alaska Native - *Print name of enrolled or principal tribe:*

_____

☐ Asian
- ☐ Asian Indian ☐ Chinese ☐ Filipino
- ☐ Japanese ☐ Korean ☐ Vietnamese
- ☐ Other Asian - *Print race, for example, Hmong, Laotian, Thai, Pakistani, Cambodian, and so on:* _____

☐ Black or African American

☐ Native Hawaiian or Other Pacific Islander
- ☐ Native Hawaiian ☐ Guamanian or Chamorro ☐ Samoan
- ☐ Other Pacific Islander - *Print race, for example, Fijian, Tongan, and so on:*

_____

☐ White

☐ I do not wish to provide this information

Sex: ☐ Female ☐ Male ☐ I do not wish to provide this information

To Be Completed by Financial Institution (for an application taken in person):

Was the ethnicity of the applicant collected on the basis of visual observation or surname? ☐ Yes ☐ No

Was the race of the applicant collected on the basis of visual observation or surname? ☐ Yes ☐ No

Was the sex of the applicant collected on the basis of visual observation or surname? ☐ Yes ☐ No

Was the ethnicity of the co-applicant collected on the basis of visual observation or surname? ☐ Yes ☐ No

Was the race of the co-applicant collected on the basis of visual observation or surname? ☐ Yes ☐ No

Was the sex of the co-applicant collected on the basis of visual observation or surname? ☐ Yes ☐ No

ADDITIONAL COMMENTS

FOR CREDIT UNION USE ONLY

Loan Officer: ☐ Approved ☐ Rejected ☐ Referred to Credit Committee

Reason

Loan Officer's Signature — Date

X

Credit Committee: ☐ Approved ☐ Rejected

Reason

Credit Committee's Signatures — Date — Date — Date

X **X** **X**

ECOA Notice Sent or Delivered on | By

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P.O. Box 30669
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HomEquity

Open-end Credit Plan

☐ **Owner-Occupied Plan** ☐ **Non-Owner-Occupied Plan**

ACCOUNT NUMBER

BORROWER'S NAME	ADDRESS
CO-BORROWER'S NAME	ADDRESS

HOME EQUITY CREDIT LINE AGREEMENT AND TRUTH-IN-LENDING DISCLOSURE STATEMENT

HOW TO COMPUTE THE FINANCE CHARGE: The **FINANCE CHARGE** is the total cost to me of obtaining credit under this Plan. The **FINANCE CHARGE** begins to accrue on the date each advance is posted to my Credit Limit and accrues for each day the balance remains unpaid. There is no "free ride period" which would allow me to avoid a **FINANCE CHARGE** on my credit line loan advances. The unpaid principal balance for each day is multiplied by the daily periodic rate, as set forth below, to determine the **FINANCE CHARGE** I will pay. The unpaid principal balance is the unpaid balance of all advances made to me under the Plan at the close of each day after all transactions, including payments and new advances, have been entered.

Other Charges: In addition to the **FINANCE CHARGE**, I will be charged the following costs in connection with this Plan.

Description of Charge	Amount	Description of Charge	Amount
_____	$_____	_____	$_____
_____	$_____	_____	$_____
_____	$_____	_____	$_____

Annual Fee ***(Waived if balance greater than $10,000)****:* $99.00

Origination Fee ***(Non-Owner-Occupied Program only)*****:** 1% of Loan Amount

Recording Fee: $ _____

Underwriting Fee: $395.00

Late Charges: If a payment is _____ days late, I will pay a late charge of 5% of the payment due, subject to a minimum of $25.00.

Term of Plan: Last Advance Date: _____

Maturity Date: _____

Security Interest: Security is required for this Plan. This Plan is secured by a mortgage or deed of trust dated _____ in the property located at

_____

State of _____. [You will also have a UCC purchase-money security interest in all goods purchased under the Plan.][This agreement is not secured by any of my other personal or real property taken as security for other loans I may have with you, unless otherwise specifically indicated.]

Variable Rate Feature:

For the Owner-Occupied Plan: This Plan has a variable rate and the **ANNUAL PERCENTAGE RATE** and corresponding periodic rate and minimum payment can change as a result. The **ANNUAL PERCENTAGE RATE** is based on the value of an index. The index is the highest rate of interest identified as the 'Prime Rate' in the 'Money Rates' section of the Wall Street Journal. To determine the **ANNUAL PERCENTAGE RATE** that will apply to your account, we add a margin based on your creditworthiness and Combined Loan-to-Value (LTV) Ratio to the value of the index. The **ANNUAL PERCENTAGE RATE** does not include costs othr than interest.

For the Non-Owner-Occupied Plan: This Plan has a variable rate and the **ANNUAL PERCENTAGE RATE** and corresponding periodic rate and minimum payment can change as a result. The **ANNUAL PERCENTAGE RATE** is based on the value of an index. The index is the highest rate of interest identified as the 'Prime Rate' in the 'Money Rates' section of the Wall Street Journal. To determine the **ANNUAL PERCENTAGE RATE** that will apply to your account, we add a margin based on your creditworthiness and Loan-to-Value (LTV) Ratio to the value of the index, rounded to the nearest 0.25 percent. The **ANNUAL PERCENTAGE RATE** will include costs other than interest.

Ask us for the current index value, margins and **ANNUAL PERCENTAGE RATES**. After you open an account, rate information will be provided on periodic statements that we send you.

For both Plans: The annual percentage rate can change monthly on the first of each month. There is no limit on the amount by which the **ANNUAL PERCENTAGE RATE** can change during any one year period. The maximum **ANNUAL PERCENTAGE RATE** that can apply is 18%. The **ANNUAL PERCENTAGE RATE** will not fall below 3.25% during the Plan.

The current Index is _____% per annum; My margin is _____%. Therefore, the initial **ANNUAL PERCENTAGE RATE** (Index plus margin) on my credit line is _____%, and the corresponding daily periodic rate is _____%.

☐ If checked, I have received a fixed initial discounted **ANNUAL PERCENTAGE RATE** that is not reflected above. This initial discounted **ANNUAL PERCENTAGE RATE** is _____% with a corresponding daily periodic rate of _____%. This fixed discounted rate is not based on the Index or margin used to make later rate adjustments, and will remain in effect until _____. After this initial discounted period, the **ANNUAL PERCENTAGE RATE** will increase to the rate then in effect based on the Index and your margin and will vary according to the terms of this Plan.

Transaction Limits: The following transaction limitations will apply to my Plan:

Line of Credit Limit: $_____

Minimum Initial Advance Amount: None

Minimum Advance for Subsequent Advances: None

I have read and accept the terms and conditions of the Home Equity Credit Line Agreement and Truth-in-Lending Disclosure Statement shown on pages [1-4] of this document. I acknowledge receipt of a copy of the credit agreement, including the Fair Credit Billing Notice. [If I purchase optional loan products in connection with this loan, I understand that a portion of the premium or fee I pay will be retained by the credit union (or paid back to the credit union by the service provider) as compensation for making these services available to me. I also acknowledge receipt of the product application(s), disclosures, and contract(s) regarding the product(s).]

Suspension of electronic services and access to share or deposit accounts. Subject to applicable law, you may suspend some or all electronic services and access to my checking or other account(s) if I become delinquent on any of my loan or deposit obligations to you or I cause a loss to you. You shall not be liable to me in any regard in connection with such suspension of services.

Negative Information Notice: You may report information about my account to credit bureaus. Late payments, missed payments, or other defaults on my account may be reflected in my credit report.

Borrower's Signature	Date	Co-Borrower's Signature (Where Applicable)	Date
X		**X**	

NOTICE: See Attached Notice for Important Information Regarding My Rights to Dispute Billing Errors.

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BORROWER'S NAME	ACCOUNT NUMBER

MY BILLING RIGHTS NOTICE - KEEP THIS NOTICE FOR FUTURE USE

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

Notify You In Case of Errors or Questions About My Statement

If I think my statement is wrong, or if I need more information about a transaction shown on it, I will write to you at the address listed on my statement, as soon as possible. You must hear from me no later than 60 days after you sent me the first statement on which the error or problem appeared. I may telephone you, but doing so will not preserve my rights.

In my letter, I will give you the following information:

1. My name and account number.

2. The dollar amount of the suspected error.

3. Describe the error and explain, if I can, why I believe there is an error. If I need more information, I will describe the item I am not sure about.

My Rights and Your Responsibilities After You Receive My Written Notice

You must acknowledge my letter within 30 days, unless you have corrected the error by then. Within 90 days, you must either correct the error or explain why you believe the statement was correct.

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

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

If I fail to pay the amount that you think I owe, you may report me as delinquent. However, if your explanation does not satisfy me and I write to you within ten days telling you that I still refuse to pay, you must tell anyone you report me to that I have a question about my statement. And, you must tell me the name of anyone you reported me to. You must tell anyone you report me to that the matter has been settled between us when it finally is.

If you don't follow these rules, you can't collect the first $50 of the questioned amount, even if my statement was correct.

HOME EQUITY CREDIT AGREEMENT

This "agreement," which includes all terms and conditions on pages 1-4 of this document, governs my Open-End Home Equity Plan ("Plan"). In this agreement, the words "I," "me," "my," and "mine" mean each and every person who signs the Plan application or uses the Plan. The words "You," "Your," and "Yours," will mean the Credit Union. The following terms and conditions will govern this Plan.

Promise to Pay: I promise to pay you the total of all advances made under this Plan, **FINANCE CHARGES**, and other applicable charges and collection costs set forth in this agreement or under the security instrument securing this credit line on the payment terms described below. If there is more than one borrower, each is individually and jointly responsible under this Plan. This means each person signing this Plan is personally responsible for all amounts due under this Plan. Each borrower authorizes any other borrower, on his or her signature alone, to request and receive advances, and to do all things necessary to carry out the terms of this Plan. You may release any borrower from responsibility under this Plan without releasing others who may be jointly responsible.

Minimum Payment Requirements:

Owner-Occupied Plan: I can obtain advances of credit for 10 year(s) (the "draw period"). During the draw period, payments will be due monthly. My minimum monthly payment will equal the amount of the accrued finance charges on the last day of the billing cycle or $100.00, whichever is greater.

After the draw period ends, I will no longer be able to obtain credit advances and must pay the outstanding balance on my account (the "repayment period"). The length of the repayment period is 20 year(s). During the repayment period, payments will be due monthly. My minimum monthly payment will equal an amortized payment of the loan account balance on the last day of the draw period. This balance will be amortized over 20 years.

The minimum payment will change whenever the annual percentage rate changes. My loan payments will recalculate each month in order for my loan to be paid in full during the repayment period.

Non-Owner-Occupied Plan: I can obtain advances of credit for 5 year(s) (the "draw period"). During the draw period, payments will be due monthly. My minimum monthly payment will equal the amount of the accrued finance charges on the last day of the billing cycle or 1.00% of the outstanding principal due on the last day of the billing cycle, whichever is greater.

After the draw period ends, I will no longer be able to obtain credit advances and must pay the outstanding balance on my account (the "repayment period"). The length of the repayment period is 20 year(s). During the repayment period, payments will be due monthly. My minimum monthly payment will equal an amortized payment of the loan account balance on the last day of the draw period. This balance will be amortized over 20 years.

The minimum payment will change whenever the annual percentage rate changes. My loan payments will recalculate each month in order for your loan to be paid in full during the repayment period.

Lock Feature: During the Draw Period, I may elect to "lock in" or convert a portion of my variable-rate outstanding balance to a fixed Annual Percentage Rate over a set term. I may select the fixed rate and term of my lock feature from a list of rates and terms provided to me at the time I exercise this option. The minimum amount that may be locked is $5,000.00 and the maximum term of the lock feature is 10 years. To exercise this option, I must pay a $50.00 conversion fee (FINANCE CHARGE) at the time of such conversion. The minimum payment requirement for the locked-in balance is equal to that amount required to repay the balance in equal periodic installments during the term selected. You will provide me with the new payment terms of the locked-in balance at the time I lock-in. Locking in will only fix the rate and term that applies to that portion of the existing balance selected; future advances will be subject to the variable rate feature according to the terms of the Plan. As the Locked balance is paid down, additional credit will become available, up to the applicable credit limit. There is no limit to the number of times that the lock feature may be exercised, but I may only have 3 locked-in balances at one time. You reserve the right to discontinue this feature at any time without notice. If this feature is discontinued, the balances that have already been locked will continue to be locked at the rates and terms selected.

Allocation of Payments: Payments received shall be applied in the following order: to charges for optional products such as credit insurance; any amounts for which I have exceeded my credit limit and corresponding over-the-limit fees; any amounts representing past due payments and corresponding late fees; any other amounts advanced or owed to the credit union; accrued interest and finance charges; and then to principal (unless the minimum required payment is calculated based on the amount of accrued interest only, in which case payments received will not be applied to principal). Amounts not paid may be added to the principal balance; if so, interest will accrue on those amounts.

Term: The term of my credit line will begin as of the Effective Date of this agreement and will continue until the Maturity Date as shown on page 1. The period during which I may obtain advances will begin as of the Effective Date of this agreement and will continue, unless terminated or suspended, until the Last Advance Date as shown on page 1. Following the Last Advance Date I may no longer be able to obtain further advances on my credit line, unless, at your option, you allow me to extend or renew the right to further credit advances.

Credit Limit: This agreement covers a revolving line of credit in an amount set forth in the Disclosure Statement shown on page 1 and the security instrument. Under this agreement I may borrow up to the credit limit, repay the amount borrowed, and reborrow up to the amount of the credit limit. That amount will be the maximum amount I may have outstanding at any one time. I agree not to attempt to obtain more credit than the amount of my credit limit. Overdrawing my credit line does not increase my credit limit. If I exceed my credit limit, I agree to repay the excess immediately.

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BORROWER'S NAME	ACCOUNT NUMBER

Charges to My Credit Line: You may charge my credit line for funds required for continuing insurance coverage as discussed in the paragraph titled "Property Insurance" or to pay other fees and costs that I am obligated to pay under this Agreement (including credit insurance premiums, if applicable) or the security instrument. You may also, at your option, charge my credit line to fund delinquent payments or any other of my obligations due under any agreement secured by my residence. If I do not pay my property taxes or other assessments that may become a lien on the property that secures this Plan when they are due, you may make an advance under this Plan to pay the delinquent taxes or assessments. Any amount so charged to my Plan will decrease the funds available, if any, under the Plan.

Credit Advances: After the "Effective Date" of this Agreement as defined below, I may obtain advances under this Plan in person, by mail, by telephone, by check, or by Online banking. I agree to request credit advances on your forms and in accordance with the procedures you establish.

Check Access: You may authorize me to obtain credit advances by writing checks on my Plan. You reserve the right not to honor a check in the following circumstances: (a) My credit limit has been or would be exceeded by paying the check. (b) My check is post-dated. If a post-dated check is paid and as a result any other check is returned or not paid, you are not responsible. (c) My checks have been reported lost or stolen. I should notify you at once if my checks are lost or stolen. (d) My check is not signed by a joint borrower, which means a person who signed this Agreement, or has signed a separate signature card for the account. (e) My Plan has been terminated or suspended as provided in this Agreement. (f) The amount of my check is less than the minimum amount required by this Agreement or I am in violation of any other transaction requirement.

If you pay any check under these conditions, I must repay you for the amount of the check and any charges permitted by law. The check itself will be evidence of my debt to you together with this Agreement. Your liability, if any, for wrongful dishonor of a check is limited to my actual damages. Dishonor for any reason as provided in the Agreement is not wrongful dishonor. You may not return the checks along with my periodic statements; however, my use of a check will be reflected on my periodic statement as a credit advance. You do not "certify" checks drawn on my Plan.

Property Insurance: I must obtain insurance on the property covered by the security instrument in an amount satisfactory to you. I may obtain property insurance from anyone I want that is acceptable to you. I will supply you with proof of such insurance until all sums owed to you and secured by this property are repaid. If I fail to maintain insurance you may, subject to applicable law, purchase insurance to protect your interest and add the cost of such insurance to the sums I owe. If insurance benefits do not pay the outstanding balance in full, I will remain responsible for the unpaid balance due and for any **FINANCE CHARGES**, which will continue to accrue on the remaining outstanding balance.

Billing Statements: At the close of each month in which there is any activity in my account, I will be provided with a billing statement. The statement will show, among other things, advances taken, **FINANCE CHARGES**, other charges, payments made by me, any other credits, my previous balance and my new balance. My statement will also identify the minimum monthly payment I must make for that billing period and the date it is due.

Termination and Acceleration: You may terminate my credit line and declare the entire unpaid balance of my credit line account immediately due and payable subject to notice as may be required under applicable law if one or more of the following events occur: (a) I engage in fraud or material misrepresentation in connection with this Plan; (b) If I fail to pay a minimum monthly payment when due; (c) My action or inaction adversely affects the secured property for this Plan or your rights in the secured property.

If you terminate, without further notice or demand, you can invoke the remedies permitted under the security instrument. I understand, however, that you may at your option, take action short of termination of my credit line account and acceleration of my outstanding balance including but not limited to suspension of my right to obtain further loan advances or reduction of my credit limit. I agree, upon termination and acceleration, to pay the entire unpaid balance of my credit line plus all **FINANCE CHARGES** and other amounts due under this Agreement.

Suspension or Reduction of Future Advances: You may suspend my right to obtain further advances under this Plan or reduce my credit limit if one or more of the following events occur: (a) The value of the secured property declines significantly below its appraised value for purposes of this Plan; (b) You reasonably believe that I will not be able to meet my payment obligations, due to a material change in my financial circumstances; (c) I am in default of a material obligation on this Plan or the security instrument; (d) Government action prevents you from imposing the **ANNUAL PERCENTAGE RATE** provided for under this Plan or the property securing this Plan is impaired such that the value of the property is less than 120 percent of the credit limit; (e) A regulatory agency notifies you that continued advances would constitute an unsafe and unsound business practice; (f) The maximum **ANNUAL PERCENTAGE RATE** imposed under this Plan has been reached.

You may suspend my right to obtain further advances or reduce my credit line only as long as any of the foregoing events exist. You will notify me if any of the actions available under this paragraph are taken. Notification will be given to me within three business days following the date the action has been taken by you. I agree to notify you, (if action has been taken by you to suspend my right to obtain future advances or reduce my credit line) if I want either privilege reinstated under this Plan.

Voluntary Closing of Account: Any borrower on the Plan may request that the Plan be closed under his or her signature alone, whether with or without the knowledge of the other borrower(s). If the Plan is held jointly with more than one borrower, you shall have no obligation to inform the other borrower(s) of the closure, but you reserve the right to do so. You will not be liable in any way for failure to issue a requested advance to one or more borrowers after closure of the account, nor will you be liable in any way for informing the other borrower(s) of the closure. In the case of conflicting instructions by more than one borrower, you reserve the right to follow one instruction or another as you desire and in your sole discretion, or to take no action at all. Each borrower on the Plan jointly and severally shall remain liable for the outstanding balance under the Plan even if the Plan is closed, and the Security Instrument securing the Plan shall remain in effect for as long as there remains an outstanding balance on the Plan. The Security Instrument will not be released until the balance is paid in full and all obligations are fully satisfied under the terms of the Plan and Security Instrument.

Change in Terms: You may change the terms of this agreement only in the following circumstances: (a) If this is a variable rate plan, you may change the index and margin if the original index described above becomes unavailable. Any new index will have a historical movement similar to the original, and, together with the new margin, will produce a similar interest rate; (b) You may make changes that I have agreed to in writing; (c) You may make changes that unequivocally benefit me for the remainder of the term of this Plan; (d) You may make changes to insignificant terms of this agreement.

Collection Costs: I promise to pay, subject to any limits under applicable law, all costs of collecting the amount I owe under this agreement. This includes but is not limited to reasonable attorneys fees and court costs as well as legal expenses for any bankruptcy, appeals or post judgment proceedings. Costs of collection include, but are not limited to, repossession fees, appraisals, environmental site assessments, casualty damage insurance coverage, and attorney's fees for any action taken by an attorney in order to collect this loan or preserve or protect Credit Union's rights and remedies, including, without limitation, pre-suit demands for payment, pre-suit mediation or settlement negotiations, investigation and assessment of Credit Union's rights, participation in bankruptcy cases, matters, and proceedings (including, without limitation, filing proofs of claim, pursuing reaffirmation agreements, attending meetings of creditors, and pursuing complaints, motions, and objections that relate in any way to Credit Union's collateral or right to payment), collateral disposition, non-bankruptcy suits and/or administrative actions, and appeals. The principal balance in default shall bear interest at the contract rate. If the Credit Union accepts any payment of my debt under this contract after having demanded payment on the entire unpaid balance due or after the Credit Union has sued me, this won't be considered a waiver or forgiveness of any default in payments or any other default on my part. The Credit Union may delay enforcing any of its rights without losing them.

Prepayment: I may prepay all or any amount owing under this Plan without penalty. Payment in full shall not terminate this agreement or cancel the security instrument securing this Plan unless I specifically request that you do so.

Assignment: My rights under this Plan belong to me only and may not be assigned. My obligations are, however, binding on my heirs and legal representatives.

Credit Information: I authorize you to release information to others (e.g. credit bureaus, merchants, and other financial institutions) about the status and history of this Plan. I agree to update the financial information I have given you upon request on forms you have prepared. I acknowledge that you may rely on the information I have given you. I also agree that you may obtain credit reports on me at any time, at your option and expense, for any reason, including but not limited to, whether there has been an adverse change in my financial condition. You may require a new appraisal of the property secured by this Plan at any time, including an internal inspection, at your option and expense.

Incorporation of the Security Instrument: Each and every term, covenant and provision contained in the security instrument signed by me on the same date as this agreement is, by this reference, incorporated into this agreement as if fully set forth in this Agreement.

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BORROWER'S NAME	ACCOUNT NUMBER

Transfer of Credit Line: Without prior notice or approval from me, you reserve the right to sell or transfer this Plan to another lender, entity, or person, and to assign your rights under the security instrument.

Transfer of the Security Property: My Security Instrument contains restrictions on my ability to sell, convey, transfer or assign the Property without your prior written consent. If I fail to comply with those restrictions, I may be in default and you may require immediate payment in full, foreclose on the Property, or take any and all action allowed under my Plan, the Security Instrument, or applicable law. You will, however, follow all applicable state laws and will provide me with any notices required.

Assumption upon Decree of Absolute Divorce: The Annotated Code of Maryland - Financial Institutions provides that any existing Borrower on the loan may purchase the property interest of another Borrower on the loan by assuming the selling Borrower's portion of the loan. However, this right is only available in connection with the granting of a decree of absolute divorce and if the assuming Borrower qualifies for the underlying loan as determined by you. This provision will only apply if 1) the loan is not insured or guaranteed by the federal government, 2) the property is a "dwelling" as defined under Section 11-501 of the Annotated Code of Maryland - Financial Institutions or residential real estate on which a "dwelling" is constructed or intended to be constructed, 3) the property (or at least one unit contained therein) is owner-occupied, and 4) the loan is primarily for personal, family, or household use.

Notices: All notices will be sent to my address as shown in my Plan application. Notices will be mailed to me at a different address if I give you written notice of different address.

Responsibility of Borrower: I agree to promptly notify you of any changes in my name, address or employment. I further agree to provide you on your request, updated information about my finances and matters affecting the title or value of the secured property. I promise not to submit false or misleading information.

Tax Consequences: I understand that you do not make any representations or warranties concerning the tax consequences of my establishing or using this Plan, including the deductibility of interest. I should consult with my own tax advisor regarding the deductibility of interest and charges under this Plan.

Delay in Enforcement: You may delay enforcing any right under this agreement without losing that right or any other right.

Severability: If any term, provision or section of this agreement is held void or unenforceable, the remainder of the terms of the Agreement will remain effective.

Effective Date: I agree that I may not receive any advances under this Plan until after the "Effective Date" of this agreement. The Effective Date is a date, after the date I sign this agreement, when the agreement is accepted by you following the expiration of the right to cancel, the perfection of the security agreement, the receipt of any required certificate of noncancellation, and the meeting of all other conditions required by you.

Governing Law: This agreement shall be construed and enforced in accordance with the laws of the State of Tennessee.

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THE MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS
_____ .

This instrument was prepared by:
_____
_____
_____
_____

Revolving Credit Deed of Trust

This Deed of Trust contains a due on sale provision and secures indebtedness under a credit agreement which provides for an open ended or revolving line of credit and may contain a variable rate of interest.

THIS Deed of Trust is made this _____ day of _____ , 20 ____ , among the Trustor
_____
_____
_____
(herein "Borrower") and _____ (herein "Trustee"), and the Beneficiary, Fortera Federal Credit Union, a corporation organized and existing under the laws of the United States, whose address is P.O. Box 30669, Clarksville, TN 37040 (herein "Lender").

Borrower does hereby irrevocably grant and convey to Trustee, in trust, with power of sale, the following described property located in the County of _____ State of Tennessee:

which has the street address of _____ , _____ Tennessee, _____ (herein "Property Address");
Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and fixtures, all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property." The instrument constituting the source of the Borrower's interest in the foregoing described property was a _____ (type of instrument) recorded at Book, _____ , Page _____ , in the Register's Office of _____ County, Tennessee.
Complete if Applicable:
The Property is part of a condominium project known as _____ .
The Property includes Borrower's unit and all Borrower's rights in the common elements of the condominium project.
The Property is in a Planned Unit Development known as _____.
This Deed of Trust is given in consideration of the indebtedness herein recited & the trust herein created to secure to Lender the following:
1. The repayment of all indebtedness, due and to become due ("Debt") under the terms and conditions of the Home Equity Open-end Credit Plan, Truth in Lending Disclosure Statement and Credit Agreement made by Borrower and dated the same day as this Deed of Trust, including any and all modifications, amendments, extensions and renewals thereof ("Agreement"). Lender has agreed to make advances to Borrower under the terms of the Agreement, which advances will be of a revolving nature and may be made, repaid, and remade from time to time. Borrower and Lender contemplate a series of advances to be secured by this Deed of Trust. The total outstanding principal balance (excluding finance charges, fees, taxes, and other additional amounts) owing at any one time under the Agreement shall not exceed _____ (_____) ("Maximum Principal Balance" or "Credit Limit").

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2. The payment of all other sums advanced in accordance therewith to protect the Property, with finance charges thereon at a rate which may vary as described in the Agreement;

3. The performance of Borrower's covenants and agreements under this Deed of Trust and under the Agreement.

This Deed of Trust is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting taxes and assessments levied on the Property not yet due and payable, to the extent of the maximum amount secured hereby. A zero balance does not terminate the revolving credit loan or Lender's obligation to advance funds to Borrower. Therefore, the lien of this Deed of Trust will remain in full force and effect notwithstanding a zero balance. The entire Debt under the Agreement, if not paid earlier, is due and payable _____ years from the date of this Deed of Trust.

RIGHT TO REDUCE CREDIT LIMIT. Borrower has the right under Tennessee law to reduce the credit limit to an amount no less than the amount of the principal indebtedness shown on Borrower's most recent account statement, plus the amount of any advances obtained by Borrower subsequent to that statement, by serving a notice of limitation on Lender and recording a copy of the notice under TN stat. 47-28-105. If Borrower exercises such right, Borrower shall immediately return to Lender all checks, credit cards, or other access devices used to access the Plan.

A. COVENANTS

Borrower and Lender covenant and agree as follows:

1. **Title.** Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

2. **Payment of Indebtedness.** Borrower shall timely pay and discharge the Debt or any part thereof in accordance with terms and conditions of the Agreement, all finance charges and applicable other charges and collection costs as provided in the Agreement.

3. **Funds for Taxes and Insurance.** Subject to applicable law, Lender, at Lender's option, may require Borrower to pay to Lender on the day monthly payments of principal and finance charges are payable under the Agreement, until all sums secured by this Deed of Trust are paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance and flood insurance, if applicable, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonably estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender may require a "cushion" to be maintained in the account equal to one-sixth of the estimated total amount of taxes, insurance, premiums and other charges that are to be paid annually, or such other amount as required or allowed by law. Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to be paid and maintained for said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under the section "Acceleration; Remedies", hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

4. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Agreement and paragraphs 2 and 3 hereof shall be applied by Lender first in payment of amounts payable to Lender by

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Borrower under paragraph 3 hereof, second, (in the order Lender chooses) to any finance charges, other charges and collection costs owing, and third, to the principal balance under the Agreement.

5. **Prior Mortgage or Deed of Trust; Modification; Future Advance; Charges; Liens.** Borrower shall not enter into any agreement with the holder of any mortgage, deed of trust or other security agreement which has priority over this Deed of Trust which modifies, amends, extends, or renews that security instrument without Lender's prior written consent. If Borrower is a party to any security agreement with priority over this Deed of Trust, Borrower shall perform all obligations under such security agreement, including Borrower's covenants to make payments when due. Except to the extent that any such charges or impositions are to be made to Lender under paragraph 3, Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any. Within five days after any demand by Lender, Borrower shall exhibit to Lender receipts showing that all amounts due under this paragraph have been paid when due.

6. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards for which Lender requires insurance. If the Property is located in an area designated by the Director of the Federal Emergency Agency as a special flood hazard area, Borrower agrees to obtain Federal Flood Insurance to the extent such insurance is required for the term of the loan and for the full indebtedness of the loan. Policies shall be maintained in the amounts and for the periods that Lender requires. Unless Lender in writing requires otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy, and the amount of coverage shall be no less than the Maximum Principal Balance plus the full amount of any lien which has priority over this Deed of Trust. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval. Such approval shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause in favor of Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

All insurance proceeds are hereby assigned to Lender and shall be paid to Lender to the extent of all sums secured by this Deed of Trust, subject to the terms of any mortgage, deed of trust or security agreement with a lien which has priority over this Deed of Trust. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restore or repair the Property, if it is economically feasible to do so and Lender's security is not lessened or impaired. If Borrower abandons the Property, or does not answer within 30 days from date notice is mailed by Lender to Borrower that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds and at Lender's option, apply the proceeds to repair or restore the Property or to pay sums secured by this Deed of Trust, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in this Deed of Trust or change the amount of the payments. If under this Deed of Trust the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to the acquisition.

7. **Preservation and Maintenance of Property; Leaseholds; Condominium; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and the constituent documents.

8. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such actions as are necessary to protect Lender's interest. Any amounts disbursed by Lender pursuant to this paragraph 8 with finance charges thereon, at the Agreement rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amount shall be payable upon notice from Lender to Borrower requesting

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payment thereof. Nothing contained in this paragraph 8 shall require Lender to incur any expense or take any action hereunder. Any action taken by Lender under this paragraph shall not cure any breach Borrower may have committed of any covenant or agreement under this Deed of Trust. Borrower agrees that Lender is subrogated to all of the rights and remedies of any prior lienor, to the extent of any payment by Lender to such lienor.

9. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the property.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, to the extent of any indebtedness under the Agreement, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signer.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Agreement: (a) is co- signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Lender under the terms of this Deed of Trust, (b) is not personally liable under the Agreement or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Agreement without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

13. **Notice.** Except for any notice required under applicable law to be given in another manner: (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein. Any Notice to Lender shall be by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

14. **Governing Law; Severability.** The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of the Agreement and Deed of Trust which can be given effect without the conflicting provision. To this end the provisions of this Deed of Trust and the Agreement are declared to be severable. As used herein "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

15. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Agreement and this Deed of Trust.

16. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

17. **Transfer of the Property; Advances After Transfer; Assumption.** Borrower shall give notice to Lender, as provided in paragraph 13 hereof, prior to any sale or transfer of all or part of the Property or any rights in the Property. Any person to whom all or part of the Property or any right in the Property is sold or transferred also shall be obligated to give notice to Lender, as provided in paragraph 13 hereof, promptly after such transfer.

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Even if Borrower transfers the Property, Borrower will continue to be obligated under the Agreement and this Deed of Trust unless Lender releases Borrower in writing. As a condition to Lender's consent to any proposed transfer or as a condition to the release of Borrower, Lender may require that the person to whom the Property is transferred sign an assumption agreement satisfactory to Lender and Lender may impose an assumption fee. The assumption agreement will not entitle the person signing it to receive advances under the Agreement.

18. **Transfer of the Property; Acceleration.** Subject to applicable law, Lender shall have the right to accelerate, that is, to demand immediate payment in full of all sums secured by this Mortgage or Deed of Trust, if Borrower, without the written consent of Lender, sells or transfers all or part of the Property or any rights in the Property. If Lender exercises the option to accelerate, Lender shall give Borrower notice of acceleration in accordance with paragraph 13 hereof. The notice shall provide a period of not less than 30 days from the date of notice within which Borrower may pay the sums declared due. If Borrower fails to pay those sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 20 hereof.

19. **Events of Default.** The term "Event of Default," as used in the Security Documents, shall mean the occurrence or happening of any one or more of the following: (a) Borrower fails to make any payment required by this Deed of Trust or the Agreement when it is due; (b) Borrower fails to comply with any of the covenants, terms or conditions of this Deed of Trust, the Agreement or any of the Security Documents; (c) Borrower has engaged in or engages in fraud or material misrepresentation, either by act or omission, in connection with this Deed of Trust or the Agreement at any time during the application process or during the term of this Deed of Trust or the Agreement; or (d) Borrower's action or inaction adversely affects the security under this Deed of Trust.

If an event of default occurs, then prior to exercising any right or remedy provided for in this Deed of Trust and prior to acceleration, Lender shall give notice to Borrower as provided in paragraph 13 hereof specifying: (1) the event of default; (2) the action required to cure such event of default; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such event of default must be cured; (4) that failure to cure such event of default on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of an event of default or any other defense of Borrower to acceleration and sale.

20. **Acceleration; Remedies.** If an Event of Default occurs and is not cured on or before date in notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand or notice and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses in pursuing the remedies provided in this paragraph 20 including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Trustee shall give notice of sale by public advertisement in the county in which the Property is located for the time and in the manner provided by applicable law, and Lender or Trustee shall mail a copy of the notice of sale to Borrower in the manner provided in the Notice provision of this Deed of Trust. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and under the terms designated in the Notice of Sale. Lender or its designee may purchase the Property at any sale. Trustee shall apply the proceeds from such sale in the following manner: first, to the payment of all costs and expenses of such sale, including attorneys' and Trustee's fees and expenses incurred in connection with the sale and Borrower's default; second, to the payment of the indebtedness secured by the Deed of Trust and interest thereon, including any and all advances made under the terms of this Deed of Trust with interest thereon; third, the surplus, if any, to the parties legally entitled to any such surplus.

Following Trustee's sale of the Property, Trustee shall deliver to the purchaser a Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in Trustee's deed shall be prima facie evidence of the truth of the statements made therein. In case of any sale under this Deed of Trust, Borrower, or any person holding possession of the Property through Borrower will surrender possession of the Property at once and will become and be from that moment the tenant at will of the purchaser, and removable by process as upon forcible and unlawful detainer suit, and shall pay the purchaser the reasonable rental value of the Property after such sale plus all expenses, including, but not limited to, attorneys' fees incurred by the purchaser to obtain lawful possession of the Property.

21. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to any power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust. The conditions necessary are that Borrower: (a) pays Lender all sums which would then be due under this Deed of Trust and the Agreement had no acceleration occurred; (b) cures all other events of default under this Deed of Trust and the Agreement; (c) pays all expenses incurred by Lender and Trustee in

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enforcing this Deed of Trust, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property, and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unchanged. Upon reinstatement by Borrower, this Deed of Trust and the obligations secured hereby shall remain fully effective as if no acceleration had occurred.

22. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under this Deed of Trust hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under this Deed of Trust hereof abandonment of the Property, Lender shall be entitled, at its option, to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and attorneys' fees, and then to the sums secured by this Deed of Trust. The receiver shall be liable to account only for those rents actually received.

23. **Release.** This Deed of Trust secures a revolving line of credit and advances may be made, repaid, and remade from time to time, under the terms of the Agreement. When Borrower (1) has paid all sums secured by this Deed of Trust and (2) has requested that the revolving line of credit be canceled, Lender shall release this Deed of Trust. To the extent permitted by law, Lender may charge Borrower a fee for such release and require Borrower to pay costs of recordation, if any.

24. **Substitute Trustee.** Lender may from time to time in Lender's discretion remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

25. **Waiver of Homestead Exemption; Dower; Curtesy.** To the extent permitted by law, Borrower hereby waives the benefit of the homestead exemption as to all sums secured by this Deed of Trust, and waives all rights to dower or curtesy.

26. **Waiver of Statutes of Limitation.** Borrower hereby waives, to the full extent permitted by law, statutes of limitation as a defense to any demand or obligation secured by this Deed of Trust.

27. **Redemption.** Borrower waives all right of equitable and statutory redemption of the Property.

28. **Spousal Rights.** Borrower hereby relinquishes all rights of dower, courtesy and statutory or elective rights in the Property.

29. **Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

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REQUEST FOR NOTICE OF DEFAULTAND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action.

SIGNATURES & ACKNOWLEDGMENT

IN WITNESS WHEREOF, the Borrower has executed this instrument the day and year first above written.

_____	_____
BORROWER:	BORROWER:
_____	_____
BORROWER:	BORROWER:
_____	_____
WITNESS:	WITNESS:

Non-Borrower Owner(s)/Spouse: BY SIGNING BELOW, Non-Borrower accepts and agrees to the terms and covenants contained in this Deed of Trust and in any rider(s) executed by Non-Borrower and recorded with it, which means you can lose your home if Borrower defaults. However, Non-Borrower is not personally obligated to repay the Debt contemplated in this Deed of Trust.

X _____	**X** _____

STATEOF _____)
) SS
COUNTY OF _____)

On this day before me, the undersigned Notary Public, personally appeared

_____

To me known to be the individual(s) described in and who executed the Deed of Trust, and acknowledged that they signed the Deed of Trust as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____. By _____ residing at _____

Notary Public in and for the State of _____

My commission expires _____

_____
Notary Public

This Deed of Trust prepared by:
Fortera Federal Credit Union
P.O. Box 30669
Clarksville, TN 37040

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Fortera Federal Credit Union
P.O. Box 30669, Clarksville, TN 37040
931-431-6800 · 800-821-5891 · www.forteracu.com

MORTGAGE - Line of Credit

THIS MORTGAGE is given on _____ by _____
_____
_____
_____
(hereinafter referred to individually or collectively, as the context may require, as "Mortgagor") to FORTERA FEDERAL CREDIT UNION, its successors and assigns, whose address is P.O. Box 30669, Clarksville, TN 37040 ("Mortgagee").

Mortgagor does hereby mortgage, grant, convey and warrant to Mortgagee the following described property located in the County of _____ Commonwealth of Kentucky:

which has the street address of _____
together with (i) all improvements, buildings or structures of any nature whatsoever, now or hereafter erected on the property, (ii) all fixtures, including all plumbing, heating, air conditioning and ventilating equipment, now or hereafter located under, on or above the property, (iii) all rights, privileges, rents, royalties, mineral, oil and gas rights and profits, tenements, hereditaments, rights-of-way, easements, appendages, appurtenances, or riparian rights now or hereafter belonging or in any way appertaining to the property, and (iv) all of Mortgagor's right, title and interest in and to any streets, rights-of-way, alleys or strips of land now or hereafter adjoining thereto, including any replacements and additions to any of the foregoing. All of the foregoing is collectively referred to in this Mortgage as the "Property." Being the same property conveyed to Mortgagor by deed dated _____ , recorded in Deed Book _____ , Page _____ , in the Office of the _____ County Clerk.

This Mortgage is given to secure the payment of all indebtedness, including principal, interest, Advances (as hereinafter defined), all other amounts, finance charges, payments and premiums due and the performance of all obligations that Mortgagor now or hereafter owes Mortgagee under this Mortgage and under that certain agreement governing Mortgagor's Open-end Home Equity Credit Plan entered into between Mortgagor and Mortgagee of even date herewith ("Agreement"), including all extensions, renewals and modifications thereof (all of such obligations being hereinafter referred to as the "Debt"). The agreement has a credit limit of _____ unless the limit is increased and a notice of such increase is recorded in the Recorder's Office in the county where this Mortgage has been recorded.

The maturity date of this Mortgage is _____ , which is the date by which the Debt under the Agreement and this Mortgage is due.

This Mortgage is given to secure a revolving credit loan and shall secure not only presently existing indebtedness under the Agreement but also future advances, whether such advances are obligatory or to be made at the option

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of Mortgagee, or otherwise, as are made prior to the maturity date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advances made at the time of the execution of this Mortgage and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filing for recording in the Clerk's Office in the county in which the Property is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid balance of indebtedness secured hereby (including disbursements which Mortgagee may make under this Mortgage, the Agreement or any other document with respect thereof) at any one time outstanding shall not exceed the credit limit set forth above, plus interest and late charges accruing thereon and any Advances or disbursements which Mortgagee may make pursuant to the terms of this Mortgage, the Agreement or any other document with respect hereto, including but not limited to payment for taxes, special assessments or insurance on the Property and the interest on such disbursements. This Mortgage is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting taxes and assessments levied on the Property not yet due and payable, to the extent of the maximum amount secured hereby. The unpaid balance of the revolving credit loan may at certain times be zero. A zero balance does not terminate the revolving credit loan or Mortgagee's obligation to advance funds to Mortgagor. Therefore, the lien of this Mortgage will remain in full force and effect notwithstanding any zero balance.

A. REPRESENTATIONS

Mortgagor hereby represents to Mortgagee as follows:

1. **Validity of Security Documents.** (a) The execution, delivery and performance by Mortgagor of the Agreement, this Mortgage and all other documents and instruments now or hereafter, furnished to Mortgagor to evidence or secure payment of the Debt (the "Security Documents"), and the borrowing evidenced by the Agreement, will not violate any provision of law, any order of any court or other agency of government, or any mortgage, indenture, trust agreement or other instrument to which Mortgagor is a party or by which Mortgagor or any of Mortgagor's property is bound, or be in conflict with, or will result in a material breach of or constitute (with due notice and/or lapse of time) a default under any such mortgage, indenture, trust agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of Mortgagor's property or assets, except as contemplated by the provisions of the Security Documents; and

(b) The Security Documents, as and when executed and delivered by Mortgagor, constitute the legal, valid and binding obligations of Mortgagor in accordance with their respective terms subject to applicable bankruptcy and insolvency laws.

2. **Other Information.** All other information, reports, papers and data given to Mortgagee, or to Mortgagee's legal counsel, with respect to Mortgagor, the Property, or the loan evidenced by the Security Documents are accurate and correct in all material respects and complete insofar as completeness may be necessary to give Mortgagee a true and accurate knowledge of the subject matter.

3. **Title.** Mortgagor has good and marketable title in fee simple to the Property free and clear of all encumbrances except for encumbrances of record as of the date of this Mortgage. Mortgagor will preserve its title to the Property and will forever covenant and defend the same to Mortgagee and will forever covenant and defend the validity and priority of the lien of this Mortgage.

4. **Litigation.** There is not now pending or threatened against or affecting the Property, nor, to the knowledge of Mortgagor, is there contemplated, any action, suit or proceeding at law or in equity or by or before any administrative agency which, if adversely determined, would impair or adversely affect the value or operation of the Property.

5. **Environmental Indemnity.** Mortgagor shall indemnify and hold Mortgagee harmless against and from any and all loss, cost, damage, claim or expense (including, without limitation, any and all attorney's fees or expenses of litigation) incurred or suffered by Mortgagee on account of (i) the location on the Property of any chemicals, material, substance, or contaminant (including, without limitation, oil, petroleum products, asbestos, urea, formaldehyde, foam insulation, hazardous waste and/or toxic waste), the presence or storage of which or the exposure to which is prohibited, limited, or regulated by any federal, state, county, regional, or local governmental unit, agency or authority, or which presence, storage, or exposure may pose a hazard to health and safety or (ii) the failure by Mortgagor or any prior owner or occupant of the Property to comply with any applicable federal, state, county, regional or local environmental laws, regulations, and court or administrative orders.

B. ADDITIONAL COVENANTS

Until the entire Debt shall have been paid in full, Mortgagor covenants and agrees as follows:

6. **Payment of Indebtedness.** Mortgagor shall timely pay and discharge the Debt or any part thereof in accordance with terms and conditions of the Agreement, this Mortgage, and the Security Documents.

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7. **Payment of Taxes and Assessments.** Mortgagor shall duly pay and discharge, or cause to be paid and discharged all real estate and personal property taxes and other taxes and assessments, public or private; water and sewer rates and charges; all other governmental or nongovernmental charges applicable to the Property; any interest or costs or penalties with respect to any of the foregoing; and charges for any easement or agreement maintained for the benefit of the Property, general and special, ordinary or extraordinary, foreseen or unforeseen, of any kind and nature whatsoever which may at any time prior to or after the execution of this Mortgage, be assessed, levied, or imposed upon the Property or the rent or income received therefrom, or any use or occupancy thereof. All of the foregoing are hereinafter collectively referred to as "Taxes and Assessments." Mortgagor shall provide Mortgagee with satisfactory proof of payment of any Taxes and Assessments within ten (10) days of the date any such Taxes or Assessments are due. In the event Mortgagor fails to timely pay any such Taxes or Assessments, Mortgagee may, but shall not be obligated to, make such payments and any amounts so paid by Mortgagee shall be treated as "Advances" in accordance with Paragraph 16 hereof.

8. **Hazard Insurance.** Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Mortgagee requires insurance. If the Property is located in an area designed by the Director of the Federal Emergency Management Agency as a special flood hazard area, Mortgagor agrees to obtain Federal Flood Insurance to the extent such insurance is required for the term of the loan and for the full indebtedness of the loan. Insurance policies shall be maintained in the amounts and for the periods that Mortgagee requires. The insurance carriers providing the insurance shall be chosen by Mortgagor subject to Mortgagee's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be reasonably acceptable to Mortgagee and shall include a standard mortgage clause. Mortgagee shall have the right to hold the policies and renewals. If Mortgagee requires, Mortgagor shall name Mortgagee as "loss-payee" and shall promptly give to Mortgagee all receipts of paid premiums and renewal notices. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor.

Unless Mortgagee and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Mortgagee's security is not lessened or impaired. If the restoration or repair is not economically feasible or Mortgagee's security would be lessened or impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Mortgagor. If Mortgagor abandons the Property, or does not answer within 30 days a notice from Mortgagee that the insurance carrier has offered to settle a claim, then Mortgagee may collect the insurance proceeds. Mortgagee may use the proceeds to repair or restore the Property or to pay sums secured by this Mortgage, whether or not then due. The 30-day period will begin when the notice is given.

Unless Mortgagee and Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraph 6 or change the amount of the payments. If under Paragraph 21 the Property is acquired by Mortgagee, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Mortgagee to the extent of the sums secured by this Mortgage immediately prior to the acquisition.

9. **Repair.** Mortgagor shall keep the Property in good order and condition and make all necessary or appropriate repairs, replacements and renewals thereof. Mortgagor agrees not to permit or allow any waste of the Property or make or permit to be made any material alterations or additions to the Property that would have the effect of diminishing the value thereof or that will in any way increase the risk of any fire or hazard arising out of the construction or operation thereof. Mortgagor agrees not to alter or remove any structure or fixture in the Property without Mortgagee's prior written consent. Mortgagor shall prevent any act or thing which might adversely effect or impair the value or usefulness of the Property.

10. **Restoration Following Uninsured Casualty.** In the event of the happening of any casualty, of any kind or nature, ordinary or extraordinary, foreseen or unforeseen, not covered by any Insurance Policy resulting in damage to or destruction of the Property, Mortgagor shall give notice thereof to Mortgagee and Mortgagor shall promptly at Mortgagor's sole cost and expense, commence and diligently continue to restore, repair, replace, rebuild or alter the damaged or destroyed Property as nearly as possible to its value, condition and character immediately prior to such damage or destruction.

11. **Compliance with Laws.** Mortgagor shall promptly and faithfully comply with, conform to and obey or contest by appropriate proceedings in good faith all present, and use its best efforts as to future laws, ordinances, rules, regulations and requirements of every duly constituted governmental authority or agency and of every board of fire underwriters having jurisdiction, or similar body exercising functions, which may be applicable to it or to the Property or to the use and manner of use, occupancy, possession, operation, maintenance or reconstruction of the Property, whether or not such law, ordinance, rule, order, regulation or requirement shall necessitate structural

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changes or improvements or interfere with the use or enjoyment of the Property.

12. **Performance of Other Agreements.** Mortgagor shall duly and punctually perform all covenants and agreements expressed as binding upon it under any agreement of any nature whatsoever that involves the Property including, without limitation, all rules and regulations of a homeowners or condominium association if the Property is part of a condominium, cooperative, phased development or other homeowners association.

13. **Inspection.** Mortgagor shall permit Mortgagee, and parties designated by Mortgagee, at all reasonable times, to inspect the Property.

14. **Hold Harmless.** Mortgagor shall, at Mortgagor's sole cost and expense, save, indemnify and hold the Mortgagee, its officers, directors, employees and agents, harmless from any injury, claim, demand, suit, judgment, execution, liability, debt, damage or penalty (hereinafter collectively referred to as "Claims") affecting the Property, or the value of any of the Security Documents, arising out of, resulting from, or alleged to arise out of or result from, any action or inaction by Mortgagor, except as may be the direct result of Mortgagee's negligence. Mortgagor shall pay all expenses incurred by the Mortgagee in defending itself with regard to any and all Claims. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employee of Mortgagee.

15. **Expenses.** Mortgagor shall pay or reimburse Mortgagee for all reasonable costs and expenses paid or incurred by Mortgagee in any action, proceeding or dispute of any kind in which Mortgagee is made a party or appears as party plaintiff or defendant, involving any of the Security Documents, Mortgagor, or the Property, including, without limitation, to the foreclosure or other enforcement of this Mortgage, any condemnation involving the Property, any action to protect the security hereof, or any proceeding in probate or bankruptcy, and any such amounts paid or incurred by Mortgagor shall be treated as Advances in accordance with Paragraph 16 thereof.

16. **Advances.** In the event Mortgagor fails to perform any act required of Mortgagor by any of the Security Documents or to pay when due any amount required to be paid by any of the Security Documents, Mortgagee may, but shall not be obligated to, make such payment or perform such act. Such amounts may include, but not limited to, advances to pay escrow items; any sums secured by a lien or encumbrance on the Property that may jeopardize Mortgagee's priority; any sums to secure, repair, maintain, protect or preserve the Property or Mortgagee's rights; any sums to pay any and all expenses incident to the collection of the Debt and/or the foreclosure of the Property. Such payment or performance by Mortgagee shall not have the effect of curing any Event of Default or of extending the time for making any payment due hereunder or under the Agreement. All amounts so paid by Mortgagee, together with all expenses incurred in connection therewith, shall be deemed advances ("Advances") under this Mortgage and the Agreement, shall be immediately due and payable and shall be added to the Debt. Advances shall bear interest from the date expended at the rate specified in the Agreement and shall be secured by this Mortgage as though originally a part of the principal amount of the Debt.

To the extent that any of these advances are deemed to be "future advances" or "additional indebtedness" within the meaning of Kentucky Statute 382.520, this Mortgage secures such future advances or additional indebtedness, provided that the total indebtedness outstanding at any one time does not exceed 150% of the original principal amount of the Agreement, with interest thereon, and whether or not evidenced by notes, accounts or obligations of any kind whatsoever. It shall be a default under this Mortgage if Mortgagor requests a release, in the manner provided by Kentucky Statute 382.520, of any portion of the lien securing any additional indebtedness secured by this Mortgage pursuant to Kentucky Statute 382.520 prior to the date that all obligations secured by this Mortgage have been paid and discharged and the Agreement and this Mortgage have been terminated, and Mortgagor hereby waives any and all right to request such a release to the maximum extent permitted by applicable law.

17. **Use Violations.** Mortgagor shall not use the Property or allow the same to be used or occupied for any unlawful purpose or in violation of any permit or certificate, or any law, ordinance, regulation or restrictive covenant, covering or affecting the use or occupancy thereof, or suffer any act to be done or any condition to exist on the Property or any article to be brought thereon, that may be dangerous, unless safeguarded as required by law, or that may, in law, constitute a nuisance, public or private.

18. **Other Liens.** Mortgagor shall not, without the prior written consent of Mortgagee, create or permit to be created or to remain, any mortgage, pledge, lien, encumbrance or charge on, security interest in, or conditional sale of or other title retention agreement on (whether prior or subordinate to the liens of the Security Documents) the Property or income therefrom other than the Security Documents ("Liens"). In the event Mortgagor fails to promptly discharge any such Liens, Mortgagee may, but shall not be obligated to, do so and any amounts paid or incurred by Mortgagee (including reasonable attorney's fees in connection therewith), shall be treated as Advances in accordance with Paragraph 16 hereof.

19. **Transfer of the Property.** Mortgagor shall not sell, convey, transfer or assign the Property or any beneficial interest therein or any part thereof, whether by operation of law or otherwise, without the prior written consent of Mortgagee. In the event of such a sale, conveyance, transfer or assignment, Mortgagee may, at its option, require

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immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Mortgagee if exercise is prohibited by applicable law as of the date of this Mortgage.

If Mortgagee exercises mortgagee's option to require immediate payment in full, Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor.

20. **Events of Default.** The term Event of Default, as used in the Security Documents, shall mean the occurrence or happening, from time to time, of any one or more of the following: (a) Mortgagor fails to make any payment required by this Mortgage or the Agreement when it is due; (b) Mortgagor has engaged in or engages in fraud or material misrepresentation, either by act or omission, in connection with this Mortgage or the Agreement at any time during the application process or during the term of this Mortgage or the Agreement; or (c) Mortgagor acts or fails to act in a way that adversely affects the security under this Mortgage, including, without limitation, the following: (i) Mortgagor transfers title to the Property or sells the Property without the consent of Mortgagee; (ii) Mortgagor fails to maintain the insurance required to be carried by Mortgagor according to the terms of this Mortgage; (iii) Mortgagor fails to pay any Taxes on the Property; (iv) Mortgagor permits the filing of a lien against the Property senior to that held by Mortgagee; (v) the death of Mortgagor (in the event of more than one Mortgagor, the death of the last remaining Mortgagor who executed the Agreement); (vi) the Property is taken by condemnation or power of eminent domain; or (vii) the holder of any prior mortgage commences foreclosure of the prior mortgage.

21. **Remedies.** If an Event of Default shall occur and be continuing, Mortgagee may at its option, after providing Mortgagor with at least a 30 day advance notice of and opportunity period to cure the Event of Default, exercise any, some or all of the following remedies:

(a) **Acceleration.** Mortgagee may declare the unpaid portion of the Debt to be immediately due and payable, without further notice or demand (each of which hereby is expressly waived by Mortgagor), whereupon the Debt shall become immediately due and payable, anything in the Agreement or in the Security Documents to the contrary notwithstanding; provided further that the unpaid portion of the Debt shall be immediately and automatically due and payable without action of any kind on the part of Mortgagee.

(b) **Enforcement of Mortgage.** Mortgagee, with or without entry, personally or by its agents or attorneys, insofar as applicable, may:

(i) sell any part of the Property and all estate, right, title and interest, claim and demand therein, and right or redemption thereof, to the extent permitted by and pursuant to the procedures provided by law, at one or more sales, and at such time and place upon such terms and after such notice thereof as may be required or permitted by law, and deliver to such purchasers good and sufficient deeds of conveyances, and obtain a deficiency judgment if the proceeds of a foreclosure sale are not sufficient to satisfy the Debt;

(ii) institute proceedings for the complete foreclosure of this Mortgage;

(iii) take steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Agreement or in this Mortgage, or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as Mortgagee shall elect;

(iv) Mortgagee may, to the extent permitted by law, collect any rents, profits, or other amounts due Mortgagor from any lease, land contract, or other agreement by which Mortgagor is leasing or selling any interest in the Property, and exercise Mortgagor's rights and remedies under such agreements. Mortgage will have no obligation to make any demand or inquiry as to the nature or sufficiency of any payment Mortgagee receives or to present or file any claim or take any other action to collect or enforce the payment of any amounts Mortgagee is entitled to under this Mortgage;

(v) Mortgagee may pay on Mortgagor's behalf all or any part of the debt and obligations then secured by any prior mortgage, whether or not they are then due and payable and whether or not Mortgagor is then in default under the prior mortgage. However, Mortgagee will not be required to do so. Any payment Mortgagee makes shall become part of the Debt, and shall be payable on Mortgagee's demand, together with interest at the same rate as the Debt bears from time to time;

(vi) Mortgagee may obtain or update commitments for title insurance, tax histories, title searches and title insurance concerning the Property. Any amounts that Mortgagee spends in doing so will become part of the Debt;

(vii) Mortgagee may exercise any of Mortgagor's rights and options under any lease, land contract, or other agreement by which Mortgagor is leasing or purchasing any interest in the Property, including any option to

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purchase the Property or to renew or extend the term of the lease, land contract, or other agreement, or to prepay in whole or in part the lease, land contract or other agreement. Mortgagee will have no obligation to exercise any such right or option; or

(viii) enforce this Mortgage in any other manner permitted under the laws of the Commonwealth of Kentucky.

(c) **Receiver.** At any time after the commencement of an action to foreclose this Mortgage, the court in which such action was commenced may, upon request of Mortgagee, appoint a receiver of the Property either before or after a foreclosure sale, without notice or the requirement of bond (any and all such notice and bond being hereby expressly waived) and without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Property. Such receiver shall have power to collect the receipts, rents, issues and profits of the Property during the pendency of such foreclosure action and, in case of a sale and a deficiency, during the full statutory period of redemption (if any), whether there be redemption or not, as well as during any further times (if any) when Mortgagor, except for the intervention of such receiver, would be entitled to collect such receipts, rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Property during the whole of said period. Such receiver shall have all of the rights and powers permitted under the laws of the Commonwealth of Kentucky. The court from time to time may authorize the receiver to apply the net income in its hands in payment in whole or in part of: (a) the Debt or any order or judgment foreclosing the lien of this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien and security interest hereof or the lien of such order or judgment, provided such application is made prior to foreclosure sale; and (b) the deficiency in case of a foreclosure sale and deficiency. The reasonable expenses, including receiver's fee, counsel's fees, costs and agent's commission incurred pursuant to the powers herein contained shall be secured hereby.

(d) **Remedies Cumulative and Concurrent.** The rights and remedies of Mortgagee as provided in the Security Documents shall be cumulative and concurrent and may be pursued separately, successively or together against mortgagor or the Property, or any one of them, at the sole discretion of Mortgagee, and may be exercised as often as occasion therefore shall arise, all to the maximum extent permitted by applicable laws, rules and regulations. If Mortgagee elects to proceed under one right or remedy under this Mortgage or the Agreement, Mortgagee may at any time cease proceeding under such right or remedy and proceed under any other right or remedy under this Mortgage or the Agreement. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof. Nothing in the Agreement or this Mortgage shall affect Mortgagor's obligations to pay the Debt and perform its obligations in accordance with the terms thereof.

(e) **No Conditions Precedent to Exercise of Remedies.** Neither Mortgagor nor any other person now or hereafter obligated for payment of all or any part of the Debt shall be relieved of such obligation by reason of the failure of Mortgagee to comply with any request of Mortgagor or any other person so obligated to take action to foreclose on this Mortgage or otherwise enforce any provisions of this Mortgage or the Agreement, or by reason of the release, regardless of consideration, of all or any part of the security held for Debt, or by reason of any agreement or stipulation between any subsequent owner of the Property and Mortgagee extending the time of payment or modifying the terms of this Mortgage or the Agreement without first having obtained the consent of Mortgagor or such other person; and in the latter event Mortgagor and all such other persons shall continue to be liable to make payment according to the terms of any such extension or modification agreement, unless expressly released and discharged in writing by Mortgagee.

(f) **Discontinuance of Proceedings.** In case Mortgagee shall have proceeded to enforce any right under any of the Security Documents and such proceedings shall have been discontinued or abandoned for any reason, then in every such case, Mortgagor and Mortgagee shall be restored to their former positions and the rights, remedies and powers of Mortgagee shall continue as if no such proceedings had been taken.

22. **Condemnation.** In the event of the taking by eminent domain proceedings or the like of any part or all of the Property by any federal, state, municipal or other governmental authority or agency thereof, all awards or other compensation for such taking shall be paid to Mortgagee for application on the Debt, provided that no such application shall result in additional interest or have the effect of curing any Event of Default or extending the time for making any payment due hereunder or under the Agreement.

23. **Prior Mortgage.** If this Mortgage is subject to a prior mortgage, the lien of which is superior to the lien of this Mortgage, Mortgagor agrees to pay each installment of the debt secured by the prior mortgage when it is due, whether by acceleration or otherwise. Mortgagor also agrees to pay and perform all other obligations of the mortgagor under the prior mortgage. Mortgagor agrees to provide Mortgagee with proof of payment or performance under the prior mortgage whenever Mortgagee requests it. If Mortgagor fails to pay any installment of principal or interest when it is due or if Mortgagor fails to pay or perform any other obligation under the prior

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mortgage; Mortgagee has the right, but not the obligation, to pay the installment or to pay or perform such other obligation on Mortgagor's behalf. Any amounts Mortgagee spends in performing Mortgagor's obligations will become part of the Debt, payable by Mortgagor on Mortgagee's demand, and will bear interest at the same rate as the Debt bears from time to time. Mortgagee may rely upon any written notice of default under the prior mortgage that Mortgagee receives from the holder of the prior mortgage even though Mortgagor questions or denies the existence, extent, or nature of the default. Mortgagor shall not renew, extend or modify the prior mortgage, and shall not increase the debt secured by the prior mortgage, without Mortgagee's prior written consent.

24. **Survival of Warranties and Covenants.** The warranties, representations, covenants and agreements set forth in the Security Documents shall survive the making of the loan and the execution and delivery of the Agreement, and shall continue in full force and effect until the Debt shall have been paid in full.

25. **Further Assurances.** Mortgagor shall, upon the reasonable request of Mortgagee, execute, acknowledge and deliver such further instruments (including, without limitation, a declaration of no set-off) and do such further acts as may be necessary, desirable or proper to carry out more effectively the purpose of the Security Documents and to subject to the liens thereof any property intended by the terms thereof, to be covered thereby and any renewals, additions, substitutions, replacements or betterments thereto.

26. **Recording and Filing.** Mortgagor shall cooperate with Mortgagee to cause those Security Documents for which constructive notice must be given to protect Mortgagee (and all supplements thereto) to be at all times recorded and filed, and re-recorded and re-filed, in such manner and in such places as Mortgagee shall reasonably request, and Mortgagor shall pay all such recording, filing, re-recording, re-filing taxes, fees and other charges to the maximum extent permitted by the laws of the State in which the recording or filing takes place.

27. **Loan Expenses.** Mortgagor shall pay all applicable costs, expenses and fees set forth in the Agreement.

28. **No Representation by Mortgagee.** By accepting or approving anything required to be observed, performed or fulfilled, or to be given to Mortgagee, pursuant to this Mortgage, including (but not limited to any officer's certificate, balance sheet, statement of profit and loss or other financial statement, survey or appraisal), Mortgagee shall not be deemed to have arranged or represented the sufficiency, legality, effectiveness or legal effect of the same, or of any term, provision or condition thereof, and such acceptance or approval thereof shall not be or constitute any warranty or representation with respect thereto by Mortgagee.

29. **Incorporation of Agreement.** Each and every term, covenant and provision contained in the Agreement is, by this reference, incorporated into this Mortgage as if fully set forth herein.

30. **Waiver of Homestead; Dower; Curtesy.** Mortgagor grants this Mortgage to Mortgagee free from all rights and benefits under and by virtue of the homestead exemption laws of the Commonwealth of Kentucky, which said rights and benefits Mortgagor does hereby expressly release and waive. Mortgagor also hereby waives all rights to dower or curtesy.

31. **Notice.** Except for any notice required under applicable law to be given in another manner, any notice provided for in this Mortgage shall be in writing and shall be deemed properly delivered three days after deposit thereof in any main or branch United States Post Office, certified or first class United States Mail, postage prepaid, addressed to each party's address as listed on page 1, or at such other address as may be designated by notice as provided herein.

32. **Covenants Running With the Land.** All covenants contained in this Mortgage shall run with the Land.

33. **Successors and Assigns.** All of the terms of this Mortgage shall apply to and be binding upon, and inure to the benefit of, the successors and assigns of Mortgagor and Mortgagee, respectively, and all persons claiming under or through them provided that nothing in this Paragraph shall be construed to permit a transfer, conveyance or assignment other than as expressly permitted by this Mortgage.

34. **Multiple Mortgagors.** Mortgagor's covenants and agreements hereunder shall be joint, several and primary. Any Mortgagor who co-signs this Mortgage but does not execute the Agreement: (a) is co-signing this Mortgage only to mortgage, grant and convey the Property; (b) is not personally obligated to pay the Debt; and (c) agrees that Mortgagee and any other Mortgagor may agree to extend, modify, forebear or make any accommodations with regard to the terms of this Mortgage or the Agreement without that Mortgagor's consent.

35. **Severability.** In case any one or more of the obligations or the provisions of this Mortgage or of the Agreement shall be determined to be invalid, illegal or unenforceable in any respect, the validity of the remaining obligations or provisions of this Mortgage shall be in no way affected, prejudiced or disturbed thereby.

36. **Modification.** This Mortgage may not be changed, waived, discharged or terminated orally, but only by an instrument or instruments in writing, signed by the party against which enforcement of the change, waiver, discharge or termination is asserted.

37. **Applicable Law.** This Mortgage shall be governed by and construed according to the laws of the State of Kentucky.

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MORTGAGE (continued)

38. **Strict Performance.** Any failure by Mortgagee to insist upon strict performance by Mortgagor of any of the terms and provisions of this Mortgage or any of the Security Documents shall not be deemed to be a waiver of any of the terms or provisions of this Mortgage or any of the Security Documents, and Mortgagee shall have the right thereafter to insist upon strict performance by Mortgagor of any and all of them.

39. **Headings.** The headings and the section and paragraph entitlements hereof are inserted for convenience of reference only, and shall in no way alter or modify the text of such paragraphs, sections and subsections.

40. **Riders.** If one or more riders are attached to and made a part of this Mortgage, the covenants and agreements for each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage.

REQUEST FOR NOTICE OF DEFAULTAND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Mortgagor and Mortgagee request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Mortgagee, at Mortgagee's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

SIGNATURES AND ACKNOWLEDGEMENT

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and covenants contained in this Mortgage and in any rider(s) executed by Mortgagor and recorded with it.

X _____ Mortgagor

X _____ Mortgagor

X _____ Mortgagor

X _____ Mortgagor

Non-Borrower Owner(s)/Spouse: BY SIGNING BELOW, Non-Borrower accepts and agrees to the terms and covenants contained in this Mortgage and in any rider(s) executed by Non-Borrower and recorded with it. However, by signing, Non-Borrower is not personally obligated under the Debt contemplated in this Mortgage.

X _____

X _____

I hereby certify that the precise address of the Lender (Mortgagee) is:
On behalf of the Lender. By:
Title:

STATEOF _____)
) SS
COUNTY OF _____)

On this day before me, the undersigned Notary Public, personally appeared

_____

To me known to be the individual(s) described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____.
By _____ residing at _____

Notary Public in and for the State of _____

My commission expires _____

_____
Notary Public

This document was prepared by _____ for and on behalf of Fortera Federal Credit Union.

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Fortera Federal Credit Union
P.O. Box 30669
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Notice of Right to Cancel

NOTICE OF RIGHT TO CANCEL - OPEN-END

☐ **Establishing an Open-end Home Equity Plan:** The Creditor has agreed to establish an Open-end Home Equity Plan for you, and you have agreed to give the Creditor a (mortgage/deed of trust) (on/in) your home as security for the account. You have a legal right under federal law to cancel the account, without cost, within three business days after the latest of the following events:

1. the opening date of your account which is _____ ; or
2. the date you received your Truth-in-Lending disclosures; or
3. the date you received this notice of your right to cancel the account.

If you cancel the account, the (mortgage/deed of trust) (on/in) your home is also cancelled. Within 20 days of receiving your notice, the Creditor must take the necessary steps to reflect the fact that the (mortgage/deed of trust) (on/in) your home has been cancelled. The Creditor must return to you any money or property you have given to us or to anyone else in connection with the account.

You may keep any money or property the Creditor has given you until the Creditor has done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address shown above. If the Creditor does not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

☐ **Increasing the Security:** You have agreed to increase the amount of the (mortgage/deed of trust) (on/in) your home that the Creditor holds as security for your Open-end Home Equity Plan. You have a legal right under federal law to cancel the increase, without cost, within three business days after the latest of the following events:

1. the date of the increase in the security which is _____ ; or
2. the date you received your Truth-in-Lending disclosures; or
3. the date you received this notice of your right to cancel the increase in the security.

If you cancel the increase in the security, your cancellation will apply only to the increase in the amount of the (mortgage/deed of trust). It will not affect the amount you presently owe on your account, and it will not affect the (mortgage/deed of trust) the Creditor already has (on/in) your home. Within 20 calendar days after the Creditor receives your notice of cancellation, the Creditor must take the necessary steps to reflect the fact that any increase in the (mortgage/deed of trust) (on/in) your home has been cancelled. The Creditor must also return to you any money or property you have given the Creditor or to anyone else in connection with this increase.You may keep any money or property the Creditor has given you until the Creditor has done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address shown above. If the Creditor does not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

☐ **Increasing the Credit Limit:** The Creditor has agreed to increase the credit limit on your Open-end Home Equity Plan. The Creditor has a (mortgage/deed of trust) (on/in) your home as security for your account. Increasing the credit limit will increase the amount of the (mortgage/deed of trust) (on/in) your home. You have a legal right under federal law to cancel the increase in your credit limit, without cost, within three business days after the latest of the following events:

1. the date of the increase in your credit limit which is _____ ; or
2. the date you received your Truth-in-Lending disclosures; or
3. the date you received this notice of your right to cancel the increase in your credit limit.

If you cancel, your cancellation will apply only to the increase in your credit limit and to the (mortgage/deed of trust) that resulted from the increase in your credit limit. It will not affect the amount you presently owe, and it will not affect the (mortgage/deed of trust) the Creditor already has (on/in) your home. Within 20 calendar days after the Creditor receives your notice of cancellation, the Creditor must take the necessary steps to reflect the fact that any increase in the (mortgage/deed of trust) (on/in) your home has been cancelled. The Creditor must also return to you any money or property you have given to the Creditor or to anyone else in connection with this increase.

You may keep any money or property the Creditor has given you until the Creditor does the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address shown above. If the Creditor does not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

NOTICE OF RIGHT TO CANCEL - CLOSED-END

☐ **General Right to Cancel:** You are entering into a transaction that will result in a (mortgage/deed of trust) (on/in) your home. You have a legal right under federal law to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:

1. the date of the transaction which is _____ ; or
2. the date you received your Truth-in-Lending disclosures; or
3. the date you received this notice of your right to cancel.

If you cancel the transaction, the (mortgage/deed of trust) is also cancelled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the (mortgage/deed of trust) (on/in) your home has been cancelled, and we must return to you any money or property you have given to us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property, If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address above. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

☐ **Refinancing Right to Cancel:** You are entering into a new transaction to increase the amount of credit previously provided to you. Your home is the security for the new transaction. You have a legal right under federal law to cancel the new transaction, without cost, within three business days from whichever of the following events occurs last:

1. the date of the new transaction which is _____ ; or
2. the date you received your Truth-in-Lending disclosures; or
3. the date you received this notice of your right to cancel.

If you cancel the new transaction, it will not affect the amount that you presently owe. Your home is the security for that amount. Within 20 calendar days after we receive your notice of cancellation of the new transaction, we must take the steps necessary to reflect the fact that our (mortgage/deed of trust) (on/in) your home does not secure the increase of credit. We must also return any money you have given to us or anyone else in connection with the new transaction.

You may keep any money we have given you in the new transaction until we have done the things mentioned above, but you must then offer to return the money at the address above. If we do not take possession of the money within 20 calendar days of your offer, you may keep it without further obligation.

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HOW TO CANCEL

If you decide to cancel the account/transaction designated on page 1, you may do so by notifying the Creditor in writing, at the Creditor's address on page 1.

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice no matter how you notify the Creditor because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of (date) _____ (or midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I WISH TO CANCEL

Borrower's Signature	Date	☐ Second Borrower ☐ Non-Borrower Owner	Date
X		**X**	

If you decide NOT to cancel your account/transaction at the end of the three-day period described in the above Notice, please read, sign and date the following Statement. Please return this statement to the Creditor at the address on page 1.

Statement of Noncancellation
You have chosen not to cancel the account/transaction referenced in the above Notice. You certify that at least three business days have passed since you received two copies of the above Notice and one copy of the Truth in Lending Disclosures for the Home Equity Plan. You understand that the Creditor will allow you to receive funds under the account/transaction in reliance on this statement.

Borrower's Signature	Date	☐ Second Borrower ☐ Non-Borrower Owner	Date
X		**X**	

Acknowledgement of Receipt
You have received two copies of this Notice of Right to Cancel and one copy of the Truth-in-Lending Disclosures from the Creditor and have read and understand them.

Borrower's Signature	Date	☐ Second Borrower ☐ Non-Borrower Owner	Date
X		**X**	

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CREDIT SCORE DISCLOSURE NOTICE AND NOTICE TO THE HOME LOAN APPLICANT

BORROWER'S NAME AND ADDRESS	DATE
	LOAN NUMBER
	MEMBER NUMBER

Your Credit Score and the Price You Pay for Credit

The decision regarding your home loan and/or the interest rate you received was based at least in part on your credit score.

Your Credit Score	
Your credit score	_____ Source: _____ Date: _____ _____ _____ _____ _____ This score may be different than scores that you might get from another consumer reporting agency.

Understanding Your Credit Score	
What you should know about credit scores	Your credit score is a number that reflects the information in your credit report. Your credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors. Your credit score can change, depending on how your credit history changes.
How we use your credit score	Your credit score can affect whether you can get a loan and how much you will have to pay for that loan.
The range of scores	Scores under the model that we use range from a low of _____ to a high of _____ . Generally, the higher your score, the more likely you are to be offered better credit terms.
How your score compares to the scores of other consumers	Your credit score ranks higher than _____ percent of U.S. consumers.
Key <u>factors</u> that adversely affected your credit score	☐ If checked, the number of inquiries was a key factor adversely affecting your credit score.

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Checking Your Credit Report	
What if there are mistakes in your credit report?	You have a right to dispute any inaccurate information in your credit report. If you find mistakes on your credit report, contact the [consumer reporting agency][credit bureau]. It is a good idea to check your credit report to make sure the information it contains is accurate.
How can you obtain a copy of your credit report?	Under federal law, you have the right to obtain a free copy of your credit report from each of the nationwide [consumer reporting agencies][credit bureaus] once a year. To order your free annual credit report — *By telephone:* Call toll-free: 1-877-322-8228 *On the web:* Visit www.annualcreditreport.com *By mail:* Mail your completed Annual Credit Report Request Form (which you can obtain from the Federal Trade Commission's web site at http://www.ftc.gov/bcp/conline/include/requestformfinal.pdf) to: Annual Credit Report Request Service P.O. Box 105281 Atlanta, GA 30348-5281
How can you get more information?	For more information about credit reports and your rights under federal law, visit the Consumer Financial Protection Bureau's web site at www.consumerfinance.gov/learnmore.

If you applied for credit with a co-borrower or co-signer/guarantor, their credit score(s) may have affected the rate you have received. We are prohibited by law from disclosing a co-borrower's or co-signer/guarantor's credit score to you; co-borrowers will receive separate Credit Score Disclosure Notices.

Notice to the Home Loan Applicant

In connection with your application for a home loan, the lender must disclose to you the score that a [consumer reporting agency][credit bureau] distributed to users and the lender used in connection with your home loan, and the key factors affecting your credit scores.

The credit score is a computer generated summary calculated at the time of the request and based on information that a [consumer reporting agency][credit bureau] or lender has on file. The scores are based on data about your credit history and payment patterns. Credit scores are important because they are used to assist the lender in determining whether you will obtain a loan. They may also be used to determine what interest rate you may be offered on the mortgage. Credit scores can change over time, depending on your conduct, how your credit history and payment patterns change, and how credit scoring technologies change.

Because the score is based on information in your credit history, it is very important that you review the credit-related information that is being furnished to make sure it is accurate. Credit records may vary from one company to another.

If you have questions about your credit score or the credit information that is furnished to you, contact the [consumer reporting agency][credit bureau] at the address and telephone number provided with this notice, or contact the lender, if the lender developed or generated the credit score. The [consumer reporting agency][credit bureau] plays no part in the decision to take any action on the loan application and is unable to provide you with specific reasons for the decision on a loan application.

If you have questions concerning the terms of the loan, contact the lender.

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(931) 431-6800 or (800) 821-5891
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RIGHT TO RECEIVE A COPY OF APPRAISALS

NAME	DATE	ACCOUNT NUMBER

NOTICE TO FIRST-LIEN DWELLING-SECURED CREDIT APPLICANTS

We may order an appraisal to determine the property's value and charge you for this appraisal. We will promptly give you a copy of any appraisal, even if your loan does not close.

You can pay for an additional appraisal for your own use at your own cost.

As permitted by applicable law, you may be charged a reasonable fee for the cost of an appraisal or other valuation. However, we will not impose a fee for furnishing copies of appraisals or valuations, including any costs associated with delivering those copies to you.

If you have questions regarding your appraisal-copy rights or this notice, please contact us at 931-431-8800.

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WHEN RECORDED, MAIL TO

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www.forteracu.com

EXTENSION and MODIFICATION AGREEMENT to OPEN-END CREDIT PLAN and DEED OF TRUST

This Extension and Modification Agreement ("Agreement") is made and entered into this _____ day of _____ , _____ by and between _____

(hereinafter called "Borrower" or "Trustor") and FORTERA FEDERAL CREDIT UNION, a corporation organized and existing under the laws of the United States of America, its successors and assigns, whose address is P.O. Box 30669, Clarksville, TN 37040 (hereinafter called "Lender" or "Beneficiary").

WHEREAS, Borrower executed that certain HomEquity Open-end Credit Plan ("Note") dated _____ in the original amount of _____, ($_____), in favor of Lender, which Note is secured by that certain Deed of Trust dated _____, and executed by Borrower to Lender ("Deed of Trust"), which was recorded on _____, (date), in the Office of the Recorder of _____ County, State of Tennessee, Docket _____, Page _____, as Instrument No. _____ ;

WHEREAS, the Note and Deed of Trust are secured by that real property located in _____ County, State of Tennessee, as described in the Deed of Trust, which description is hereby incorporated by reference as if fully set forth herein ("Subject Property");

NOW THEREFORE, the parties hereto agree to modify the Note as follows *(check as applicable)*:

☐ The credit limit is changed from $_____ to $_____ effective _____ (date), on loan # _____ .

☐ The new Variable APR shall be _____ % beginning on _____ and continuing for _____ consecutive months on loan # _____ .

☐ Variable based on the Index and according to the terms set forth in the original loan documents, the new margin will be _____ % on loan # _____ .

☐ The new minimum required payment due shall be $_____ beginning on _____ with monthly payments due on the _____ of each month thereafter on loan # _____ .

☐ The Maturity Date shall be extended from _____ to _____ ("extension period") on loan # _____ .

☐ The Maturity Date shall be extended from _____ to _____ ("extension period"). During the extension period, Borrower shall make interest-only payments until the last payment due date, on which date Borrower shall pay the entire outstanding balance in one final lump sum on loan # _____ .

☐ The new Fixed APR shall be _____ % beginning on _____ and continuing for _____ consecutive months on loan # _____ .

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EXTENSION and MODIFICATION AGREEMENT (continued)

Borrower hereby affirms that all provisions of the Deed of Trust, as hereby amended, shall remain in full force and effect, evidencing a valid lien on the Subject Property.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

SIGNATURES AND ACKNOWLEDGEMENT

BY SIGNING BELOW, Borrower and any Non-Borrower Owner/Spouse accept and agree to the terms and covenants contained in this Extension and Modification Agreement.

_____	_____
BORROWER:	BORROWER:
_____	_____
BORROWER:	BORROWER:
_____	_____
WITNESS:	WITNESS:

Non-Borrower Owner(s)/Spouse: BY SIGNING BELOW, Non-Borrower accepts and agrees to the terms and covenants contained in this Deed of Trust and in any rider(s) executed by Non-Borrower and recorded with it, which means you can lose your home if Borrower defaults. However, Non-Borrower is not personally obligated to repay the Debt contemplated in this Deed of Trust.

X _____	**X** _____

STATE OF _____)
) SS
COUNTY OF _____)

On this day before me, the undersigned Notary Public, personally appeared _____
_____

To me known to be the individual(s) described in and who executed the Deed of Trust, and acknowledged that they signed the Deed of Trust as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____. By _____ residing at _____

Notary Public in and for the State of _____

My commission expires _____

_____
Notary Public

This Deed of Trust prepared by:

_____
_____
_____
_____

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EXTENSION and MODIFICATION AGREEMENT to OPEN-END CREDIT PLAN and MORTGAGE

This Extension and Modification Agreement ("Agreement") is made and entered into this _____ , day of _____ , _____ by and between _____ ,

(hereinafter called "Borrower" or "Mortgagor") and FORTERA FEDERAL CREDIT UNION, a corporation organized and existing under the laws of the United States of America, its successors and assigns, whose address is P.O. Box 30669, Clarksville, TN 37040 (hereinafter called "Mortgagee").

WHEREAS, Borrower executed that certain HomEquity Open-end Credit Plan ("Note") dated _____ in the original amount of _____ ($ _____), in favor of Lender, which Note is secured by that certain Mortgage dated _____, and executed by Borrower to Lender ("Mortgage"), which was recorded on _____ (date), in the Office of the Recorder of _____ County, Commonwealth of Kentucky, Book _____ , Page _____, as Instrument No. _____ ;

WHEREAS, the Note and Mortgage are secured by that real property located in _____ County, Commonwealth of Kentucky, as described in the Mortgage, which description is hereby incorporated by reference as if fully set forth herein ("Subject Property");

NOW THEREFORE, the parties hereto agree to modify the Note as follows *(check as applicable)*:

☐ The credit limit is changed from $ _____ to $_____ effective _____ (date), on loan # _____ .

☐ The new Variable APR shall be _____% beginning on _____ and continuing for _____ consecutive months on loan # _____ .

☐ Variable based on the Index and according to the terms set forth in the original loan documents, the new margin will be _____ % on loan #_____ .

☐ The Maturity Date shall be extended from _____ to _____ ("extension period") on loan # _____ with $ _____ amount of indebtedness remaining due.

☐ The Maturity Date shall be extended from _____ to _____ ("extension period"). During the extension period, Borrower shall make interest-only payments until the last payment due date, on which date Borrower shall pay the entire outstanding balance in one final lump sum on loan # _____ with $ _____ amount of indebtedness remaining due.

☐ The new Fixed APR shall be _____% beginning on _____ and continuing for _____ consecutive months on loan #_____ .

☐ The new minimum required payment due shall be $ _____ beginning on _____ with monthly payments due on the _____ of each month thereafter on loan #_____ .

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EXTENSION and MODIFICATION AGREEMENT (continued)

Mortgagor hereby affirms that all provisions of the Mortgage, as hereby amended, shall remain in full force and effect, evidencing a valid lien on the Subject Property.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

SIGNATURES AND ACKNOWLEDGEMENT

BY SIGNING BELOW, Mortgagor and any Non-Borrower Owner/Spouse accept and agree to the terms and covenants contained in this Extension and Modification Agreement.

X _____ **X** _____
MORTGAGOR: MORTGAGOR:

X _____ **X** _____
MORTGAGOR: MORTGAGOR:

Non-Borrower Owner(s)/Spouse: BY SIGNING BELOW, Non-Borrower accepts and agrees to the terms and covenants contained in this Mortgage and in any rider(s) executed by Non-Borrower and recorded with it, which means you can lose your home if Borrower defaults. However, Non-Borrower is not personally obligated to repay the Debt contemplated in this Mortgage.

X _____ **X** _____

This document was prepared by _____ for and on behalf of Fortera Federal Credit Union located at _____.

X _____
PREPARER

STATE OF _____)
) SS
COUNTY OF _____)

On this day before me, the undersigned Notary Public, personally appeared

_____

To me known to be the individual(s) described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____.
By _____ residing at _____
Notary Public in and for the State of _____
My commission expires _____

_____
Notary Public

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HomEquity

Exercise of Lock Feature

BORROWER'S NAME	CO-BORROWER'S NAME	LOAN NUMBER
PROPERTY ADDRESS		

Dear :

Thank you for exercising your Lock Feature on your variable rate Home Equity Open-end Plan. This feature allows you to convert your variable rate outstanding plan balance to a fixed rate and fixed term.

Your Lock Feature has the following terms:

Date Locked:

Amount Locked:

ANNUAL PERCENTAGE RATE:

Term:

Payment Schedule:

_____ (#) payments of $ _____ beginning on _____
with a final payment of $ _____
Your periodic statements will also reflect this new payment schedule.

Origination Fee: (if applicable)

$ _____ was _____ (paid by you) _____ (added to your locked balance) _____

By signing below, you agree to these new terms and promise to pay all amounts due. You understand and acknowledge that all other terms of your Home Equity Open-end Plan remain in effect and apply to your locked loan balance.

Additional advances taken under your Plan will be at a variable rate as set forth in your Plan, unless you again exercise the Lock Feature.

Borrower's Signature	Date
X	

Co-Borrower's Signature (Where Applicable)	Date
X	

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