



## HOME EQUITY EARLY DISCLOSURE IMPORTANT TERMS OF OUR HOME EQUITY LINE OF CREDIT PLANS

This disclosure contains important information about our Home Equity Line of 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 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 pay to us or anyone else in connection with your application.

SECURITY INTEREST: We will take a security interest in your home. You could lose your home if you do not meet the obligations in your agreement with us.

POSSIBLE ACTIONS: We can terminate your line, require you to pay us the entire outstanding balance in one payment, and charge you certain fees, if (1) you engage in fraud or material misrepresentation in connection with the plan; (2) you do not meet the repayment terms of this plan, or (3) your action or inaction adversely affects the collateral or our rights in the collateral.

We can refuse to make additional extensions of credit or reduce your credit limit if (1) any reasons mentioned above exist; (2) the value of the dwelling securing the line declines significantly below its appraised value for purposes of the line; (3) we reasonably believe that you will not be able to meet the repayment requirements due to a material change in your financial circumstances; (4) you are in default of a material obligation of the agreement; (5) government action prevents us from imposing the annual percentage rate provided for in the agreement; (6) the priority of our security interest is adversely affected by government action to the extent that the value of the security interest is less than 120 percent of the credit line; (7) a regulatory agency has notified us that continued advances would constitute an unsafe and unsound business practice, or (8) the maximum annual percentage rate is reached.

HOME EQUITY PLANS: We offer two home equity plans, one for owner-occupied property ("HELOC") and one for investment property ("RELOC"). Terms apply to both plans unless specifically designated as applying to only one of them.

#### **HELOC PLAN:**

Minimum Payment Requirements: You can obtain credit advances for 10 years. This period is called the "draw period." At our option, we may renew or extend the draw period. After the draw period ends the repayment period will begin. The length of the repayment period will depend on the balance at the time of the last advance you obtain before the draw period ends but will not exceed 10 years. You will be required to make monthly payments during both the draw and

repayment periods. Your payment will include any amounts past due and any amount by which you have exceeded your credit limit and all other charges.

During the draw period the minimum monthly payment will be calculated at the time of each advance and each time the annual percentage rate changes. The minimum payment will be based on the percentage of the outstanding balance after the most recent advance or annual percentage rate change according to the applicable annual percentage rate shown in the table below, but not less than \$100.00

Annual Pe in	ercer Effe	Percent of Outstanding Balance	
6.00%	or	Less	0.55%
6.01%	to	6.50%	0.60%
6.51%	to	7.00%	0.65%
7.01%	to	9.00%	0.80%
9.01%	to	12.00%	1.05%
12.01%	to	14.00%	1.25%
14.01%	to	18.00%	1.55%

Your payment will change at the time of an advance and may change if the annual percentage rate changes to a different tier.

After the draw period ends and the repayment period begins, we will recalculate the minimum payment to repay the outstanding balance by the end of the repayment period at the current annual percentage rate. Each time the annual percentage rate changes, we will adjust your payment to repay the balance by the end of the repayment period. Your payment will never be less than the smaller of \$100.00, or the full amount that you owe.

Negative Amortization: Under some circumstances during the draw period, the minimum payment will not cover the finance charges (interest) that is owed and "negative amortization" will occur. For instance, it would occur if you had additional fees such as a late fee. You may prevent negative amortization by paying more than the minimum payment. Additionally, the minimum payment will be recalculated at the start of the repayment period to repay all principal owed by the end of the repayment period.

Minimum Payment Example: If you made only the minimum monthly payment and took no other credit advances it would take 10 years 4 months to pay off a credit advance of \$10,000 at an **ANNUAL PERCENTAGE RATE** of 4.25%. During that period, you would make 120 payments of

\$100.00, followed by 3 payments of \$100.00 and one (1) final payment of \$67.33.

Rate Changes: The annual percentage rate can change semi-annually on the first day of April and October. There is no limit on the amount by which the annual percentage rate can change during any one year period. The ANNUAL PERCENTAGE RATE cannot increase more than 6.0% above the initial rate or 18.0% whichever is less. However, under no circumstances will your ANNUAL PERCENTAGE RATE go below 4.0% at any time during the term of the plan. Ask us for the specific rate limitations that will apply to your credit line.

#### **RELOC PLAN:**

Minimum Payment Requirements: You can obtain credit advances for 7 years. This period is called the "draw period." At our option, we may renew or extend the draw period. After the draw period ends the repayment period will begin. The length of the repayment period will depend on the balance at the time of the last advance you obtain before the draw period ends but will not exceed 12 years. You will be required to make monthly payments during both the draw and repayment periods. Your payment will include any amounts past due and any amount by which you have exceeded your credit limit and all other charges.

During the draw period the minimum monthly payment will be calculated at the time of each advance and each time the annual percentage rate changes. The minimum payment will be based on the percentage of the outstanding balance after the most recent advance or annual percentage rate change according to the applicable annual percentage rate shown in the table below, but not less than \$100.00

Annual Pe in	ercen Effe	Percent of Outstanding Balance	
9.00%	or	Less	0.80%
9.01%	to	12.00%	1.05%
12.01%	to	15.00%	1.30%
15.01%	to	18.00%	1.55%

Your payment will change at the time of an advance and may change if the annual percentage rate changes to a different tier.

After the draw period ends and the repayment period begins, we will recalculate the minimum payment to repay the outstanding balance by the end of the repayment period at the current annual percentage rate. Each time the annual percentage rate changes, we will adjust your payment to repay the balance by the end of the repayment period. Your payment will never be less than the smaller of \$100.00, or the full amount that you owe.

Negative Amortization: Under some circumstances during the draw period, the minimum payment will not cover the finance charges (interest) that is owed and "negative amortization" will occur. For instance, it would occur if you had additional fees such as a late fee. You may prevent negative amortization by paying more than the minimum payment.

Additionally, the minimum payment will be recalculated at the start of the repayment period to repay all principal owed by the end of the repayment period.

#### Minimum Payment Example:

If you made only the minimum monthly payment and took no other credit advances it would take 12 years 1 month to pay off a credit advance of \$10,000 at an **ANNUAL PERCENTAGE RATE** of 6.5%. During that period, you would make 84 payments of \$100.00, followed by 60 payments of \$100.00 and one (1) final payment of \$43.85.

Rate Changes: The annual percentage rate can change semi-annually on the first day of April and October. There is no limit on the amount by which the annual percentage rate can change during any one year period. The ANNUAL PERCENTAGE RATE cannot increase more than 6.0% above the initial rate or 18.0% whichever is less. However, under no circumstances will your ANNUAL PERCENTAGE RATE go below 6.5% at any time during the term of the plan. Ask us for the specific rate limitations that will apply to your credit line.

FEES AND CHARGES: In order to open, use and maintain a line of credit plan, you must pay the following fees to us:

Loan Processing Fee: \$110.00 (Due at closing) (This is a **FINANCE CHARGE**.)

You must pay certain fees to third parties to open the plan. These fees generally total between \$440.00 and \$1,050.00. If you ask, we will provide you with an itemization of the fees you will have to pay third parties.

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.

REFUNDABILITY OF FEES: If you decide not to enter into this plan within three business days of receiving this disclosure and the home equity brochure, you are entitled to a refund of any fee you may have already paid.

TRANSACTION REQUIREMENTS: The minimum credit advance that you can receive is \$500.00 for the first advance and \$500.00 for each subsequent advance.

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

VARIABLE RATE FEATURE: These plans have a variable rate feature and the annual percentage rate (corresponding to the periodic rate) may increase. An increase during the draw period could result in more payments or higher payments, while an increase during the repayment period will result in higher payments. The annual percentage rate includes only interest and no other costs.

The annual percentage rate is based on the value of an index. The index is the Major Bank Prime Rate published in the "Money Rates" column of the <u>Wall Street Journal</u>. When a range of rates has been published the highest rate will be used. We will use the most recent index available to us as of

the first day of the month preceding any annual percentage change (meaning the first of March and September).

To determine the annual percentage rate that will apply to your account, we add a margin to the value of the Index. The margin you receive is based on certain creditworthiness factors, market conditions and property status (owner occupied vs. rental). Ask us for the current index value, margin for which you qualify and annual percentage rate. After you open a plan, rate information will be provided on periodic statements that we send you.

#### MAXIMUM RATE AND PAYMENT EXAMPLES:

<u>HELOC:</u> During the draw period, if you had an outstanding balance of \$10,000, the minimum payment at the maximum **ANNUAL PERCENTAGE RATE** of 10.25% would be \$105.00. This annual percentage rate could be reached at the time of the 1st payment.

During the repayment period, if you had an outstanding balance of \$10,000, the minimum payment at the maximum **ANNUAL PERCENTAGE RATE** of 10.25% would be \$133.54. This annual percentage rate could be reached at the time of the 1st payment.

RELOC: If you had an outstanding balance of \$10,000, the minimum payment at the maximum ANNUAL

**PERCENTAGE RATE** of 12.5% would be \$130.00. This annual percentage rate could be reached at the time of the 1st payment.

During the repayment period, if you had an outstanding balance of \$10,000, the minimum payment at the maximum **ANNUAL PERCENTAGE RATE** of 12.5% would be \$134.39. This annual percentage rate could be reached at the time of the 1st payment.

HISTORICAL EXAMPLE: The following table shows how the annual 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 last business day of January of each year. While only one payment per year is shown, payments may have varied during each year.

The table assumes that no additional credit advances were taken, that only the minimum payments were made, and that the rate remained constant during each year. It does not necessarily indicate how the index or your payments will change in the future.

#### WALL STREET JOURNAL PRIME RATE INDEX TABLE

	WITE OFFICE TOO STATE TO THE TOTAL TRIBLE						
Year	Index	Margin <sup>(1)</sup>	ANNUAL	Monthly	Margin <sup>(1)</sup>	ANNUAL	Monthly
(as of the last business	(Percent)	(Percent)	PERCENTAG	Payment	(Percent)	PERCENTA	Payment
day of January)		HELOC	E	(Dollars)	RELOC	GE	(Dollars)
			RATE	HELOC		RATE	RELOC
			HELOC			RELOC	
2000	8.500	1.00	9.500	105.00	3.00	11.500	105.00
2001	9.000	1.00	10.000	101.82	3.00	12.000	103.88
2002	4.750	1.00	5.750	100.00(2)	3.00	7.750	100.00 <sup>(3)</sup>
2003	4.250	1.00	5.250	100.00(2)	3.00	7.250	100.00 <sup>(3)</sup>
2004	4.000	1.00	5.000	100.00(2)	3.00	7.000	100.00 <sup>(3)</sup>
2005	5.250	1.00	6.250	100.00 <sup>(2)</sup>	3.00	8.250	100.00 <sup>(3)</sup>
2006	7.500	1.00	8.500	100.00 <sup>(2)</sup>	3.00	10.500	100.00 <sup>(3)</sup>
2007	8.250	1.00	9.250	100.00 <sup>(2)</sup>	3.00	11.250	100.00 <sup>(3)</sup>
2008	6.000	1.00	7.000	100.00(2)	3.00	9.000	100.00 <sup>(3)</sup>
2009	3.250	1.00	4.250	100.00(2)	3.00	6.500 <sup>(2)</sup>	100.00 <sup>(3)</sup>
2010	3.250	1.00	4.250	100.00 <sup>(2)</sup>	3.00	6.500 <sup>(2)</sup>	100.00 <sup>(3)</sup>
2011	3.250	1.00	4.250	100.00 <sup>(2)</sup>	3.00	6.500 <sup>(2)</sup>	100.00 <sup>(3)</sup>
2012	3.250	1.00	4.250	100.00(2)	3.00	6.500 <sup>(2)</sup>	100.00 <sup>(3)</sup>
2013	3.250	1.00	4.250		3.00	6.500 <sup>(2)</sup>	100.00 <sup>(3)</sup>
2014	3.250	1.00	4.250		3.00	6.500 <sup>(2)</sup>	100.00 <sup>(3)</sup>

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

<sup>(2)</sup> This payment reflects the minimum payment of \$100.00.

<sup>(3)</sup> This ANNUAL PERCENTAGE RATE reflects a 6.500% floor.

# What you should know about home equity lines of credit



This booklet was initially prepared by the Board of Governors of the Federal Reserve System. The Consumer Financial Protection Bureau (CFPB) has made technical updates to the booklet to reflect new mortgage rules under Title XIV of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank Act). A larger update of this booklet is planned in the future to reflect other changes under the Dodd-Frank Act and to align with other CFPB resources and tools for consumers as part of the CFPB's broader mission to educate consumers. Consumers are encouraged to visit the CPFB's website at consumerfinance.gov/owning-a-home to access interactive tools and resources for mortgage shoppers, which are expected to be available beginning in 2014.

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## 1. Introduction

If you are in the market for credit, a home equity plan is one of several options that might be right for you. Before making a decision, however, you should weigh carefully the costs of a home equity line against the benefits. Shop for the credit terms that best meet your borrowing needs without posing undue financial risks. And remember, failure to repay the amounts you've borrowed, plus interest, could mean the loss of your home.

### 1.1 Home equity plan checklist

Ask your lender to help you fill out this worksheet.

Basic features for comparison	Plan A	Plan E	3	
Fixed annual percentage rate	%	%		
Variable annual percentage rate	0/0	%		
Index used and current value	%	%		
Amount of margin				
Frequency of rate adjustments				
Amount/length of discount (if any)				
Interest rate cap and floor				
Length of plan				
Draw period				

Basic features for comparison (continued)	Plan A	Plan B
Repayment period		
Initial fees		
Appraisal fee		
Application fee		
Up-front charges, including points		
Closing costs		
Repayment terms		
During the draw period		
Interest and principal payments		
Interest-only payments		
Fully amortizing payments		
When the draw period ends		
Balloon payment?		
Renewal available?		
Refinancing of balance by lender?		

# 2. What is a home equity line of credit?

A home equity line of credit is a form of revolving credit in which your home serves as collateral. Because a home often is a consumer's most valuable asset, many homeowners use home equity credit lines only for major items, such as education, home improvements, or medical bills, and choose not to use them for day-to-day expenses.

With a home equity line, you will be approved for a specific amount of credit. Many lenders set the credit limit on a home equity line by taking a percentage (say, 75 percent) of the home's appraised value and subtracting from that the balance owed on the existing mortgage. For example:

Appraised value of home	\$100,000
Percentage	x 75%
Percentage of appraised value	= \$75,000
Less balance owed on mortgage	- \$40,000
Potential line of credit	\$35,000

In determining your actual credit limit, the lender will also consider your ability to repay the loan (principal and interest) by looking at your income, debts, and other financial obligations as well as your credit history.

Many home equity plans set a fixed period during which you can borrow money, such as 10 years. At the end of this "draw period," you may be allowed to renew the credit line. If your plan

does not allow renewals, you will not be able to borrow additional money once the period has ended. Some plans may call for payment in full of any outstanding balance at the end of the period. Others may allow repayment over a fixed period (the "repayment period"), for example, 10 years.

Once approved for a home equity line of credit, you will most likely be able to borrow up to your credit limit whenever you want. Typically, you will use special checks to draw on your line.

Under some plans, borrowers can use a credit card or other means to draw on the line.

There may be other limitations on how you use the line. Some plans may require you to borrow a minimum amount each time you draw on the line (for example, \$300) or keep a minimum amount outstanding. Some plans may also require that you take an initial advance when the line is set up.

# 2.1 What should you look for when shopping for a plan?

If you decide to apply for a home equity line of credit, look for the plan that best meets your particular needs. Read the credit agreement carefully, and examine the terms and conditions of various plans, including the annual percentage rate (APR) and the costs of establishing the plan. Remember, though, that the APR for a home equity line is based on the interest rate alone and will not reflect closing costs and other fees and charges, so you'll need to compare these costs, as well as the APRs, among lenders.

#### 2.1.1 Variable interest rates

Home equity lines of credit typically involve variable rather than fixed interest rates. The variable rate must be based on a publicly available index (such as the prime rate published in some major daily newspapers or a U.S. Treasury bill rate). In such cases, the interest rate you pay for the line of credit will change, mirroring changes in the value of the index. Most lenders cite the interest rate you will pay as the value of the index at a particular time, plus a "margin," such as 2 percentage points. Because the cost of borrowing is tied directly to the value of the index, it is important to find out which index is used, how often the value of the index changes, and how high it has risen in the past. It is also important to note the amount of the margin.

Lenders sometimes offer a temporarily discounted interest rate for home equity lines—an "introductory" rate that is unusually low for a short period, such as six months.

Variable-rate plans secured by a dwelling must, by law, have a ceiling (or cap) on how much your interest rate may increase over the life of the plan. Some variable-rate plans limit how much your payment may increase and how low your interest rate may fall if the index drops.

Some lenders allow you to convert from a variable interest rate to a fixed rate during the life of the plan, or let you convert all or a portion of your line to a fixed-term installment loan.

# 2.2 Costs of establishing and maintaining a home equity line

Many of the costs of setting up a home equity line of credit are similar to those you pay when you get a mortgage. For example:

- A fee for a property appraisal to estimate the value of your home;
- An application fee, which may not be refunded if you are turned down for credit;
- Up-front charges, such as one or more "points" (one point equals 1 percent of the credit limit); and
- Closing costs, including fees for attorneys, title search, mortgage preparation and filing, property and title insurance, and taxes.

In addition, you may be subject to certain fees during the plan period, such as annual membership or maintenance fees and a transaction fee every time you draw on the credit line.

You could find yourself paying hundreds of dollars to establish the plan. And if you were to draw only a small amount against your credit line, those initial charges would substantially increase the cost of the funds borrowed. On the other hand, because the lender's risk is lower than for other forms of credit, as your home serves as collateral, annual percentage rates for home equity lines are generally lower than rates for other types of credit. The interest you save could offset the costs of establishing and maintaining the line. Moreover, some lenders waive some or all of the closing costs.

# 2.3 How will you repay your home equity plan?

Before entering into a plan, consider how you will pay back the money you borrow. Some plans set a minimum monthly payment that includes a portion of the principal (the amount you borrow) plus accrued interest. But, unlike with typical installment loan agreements, the portion of your payment that goes toward principal may not be enough to repay the principal by the end of the term. Other plans may allow payment of only the interest during the life of the plan, which means that you pay nothing toward the principal. If you borrow \$10,000, you will owe that amount when the payment plan ends.

Regardless of the minimum required payment on your home equity line, you may choose to pay more, and many lenders offer a choice of payment options. However, some lenders may require you to pay special fees or penalties if you choose to pay more, so check with your lender. Many consumers choose to pay down the principal regularly as they do with other loans. For example, if you use your line to buy a boat, you may want to pay it off as you would a typical boat loan.

Whatever your payment arrangements during the life of the plan—whether you pay some, a little, or none of the principal amount of the loan—when the plan ends, you may have to pay the entire balance owed, all at once. You must be prepared to make this "balloon payment" by refinancing it with the lender, by obtaining a loan from another lender, or by some other means. If you are unable to make the balloon payment, you could lose your home.

If your plan has a variable interest rate, your monthly payments may change. Assume, for example, that you borrow \$10,000 under a plan that calls for interest-only payments. At a 10 percent interest rate, your monthly payments would be \$83. If the rate rises over time to 15 percent, your monthly payments will increase to \$125. Similarly, if you are making payments that cover interest plus some portion of the principal, your monthly payments may increase, unless your agreement calls for keeping payments the same throughout the plan period.

If you sell your home, you will probably be required to pay off your home equity line in full immediately. If you are likely to sell your home in the near future, consider whether it makes sense to pay the up-front costs of setting up a line of credit. Also keep in mind that renting your home may be prohibited under the terms of your agreement.

# 2.4 Line of credit vs. traditional second mortgage loans

If you are thinking about a home equity line of credit, you might also want to consider a traditional second mortgage loan. This type of loan provides you with a fixed amount of money, repayable over a fixed period. In most cases, the payment schedule calls for equal payments that pay off the entire loan within the loan period. You might consider a second mortgage instead of a home equity line if, for example, you need a set amount for a specific purpose, such as an addition to your home.

In deciding which type of loan best suits your needs, consider the costs under the two alternatives. Look at both the APR and other charges. Do not, however, simply compare the APRs, because the APRs on the two types of loans are figured differently:

- The APR for a traditional second mortgage loan takes into account the interest rate charged plus points and other finance charges.
- The APR for a home equity line of credit is based on the periodic interest rate alone. It does not include points or other charges.

#### 2.4.1 Disclosures from lenders

The federal Truth in Lending Act requires lenders to disclose the important terms and costs of their home equity plans, including the APR, miscellaneous charges, the payment terms, and information about any variable-rate feature. And in general, neither the lender nor anyone else may charge a fee until after you have received this information. You usually get these disclosures when you receive an application form, and you will get additional disclosures before the plan is opened. If any term (other than a variable-rate feature) changes before the plan is opened, the lender must return all fees if you decide not to enter into the plan because of the change. Lenders are also required to provide you with a list of homeownership counseling organizations in your area.

When you open a home equity line, the transaction puts your home at risk. If the home involved is your principal dwelling, the Truth in Lending Act gives you three days from the day the account was opened to cancel the credit line. This right allows you to change your mind for any reason. You simply inform the lender in writing within the three-day period. The lender must

then cancel its security interest in your home and return all fees—including any application and appraisal fees—paid to open the account.

The Home Ownership and Equity Protection Act of 1994 (HOEPA) addresses certain unfair practices and establishes requirements for certain loans with high rates and fees, including certain additional disclosures. HOEPA now covers some HELOCs. You can find out more information by contacting the CFPB at the website address and phone number listed in the Contact information appendix, below.

# 2.5 What if the lender freezes or reduces your line of credit?

Plans generally permit lenders to freeze or reduce a credit line if the value of the home "declines significantly" or when the lender "reasonably believes" that you will be unable to make your payments due to a "material change" in your financial circumstances. If this happens, you may want to:

- Talk with your lender. Find out what caused the lender to freeze or reduce your credit line and what, if anything, you can do to restore it. You may be able to provide additional information to restore your line of credit, such as documentation showing that your house has retained its value or that there has not been a "material change" in your financial circumstances. You may want to get copies of your credit reports (go to the CFPB's website at consumerfinance.gov/askcfpb/5/can-i-review-my-credit-report.html for information about how to get free copies of your credit reports) to make sure all the information in them is correct. If your lender suggests getting a new appraisal, be sure you discuss appraisal firms in advance so that you know they will accept the new appraisal as valid.
- Shop around for another line of credit. If your lender does not want to restore your line of credit, shop around to see what other lenders have to offer. If another lender is willing to offer you a line of credit, you may be able to pay off your original line of credit and take out another one. Keep in mind, however, that you may need to pay some of the same application fees you paid for your original line of credit.

#### APPENDIX A:

## Defined terms

This glossary provides general definitions for terms commonly used in the real estate market. They may have different legal meanings depending on the context.

#### **DEFINED TERM**

ANNUAL MEMBERSHIP OR MAINTENANCE FEE	An annual charge for access to a financial product such as a line of credit, credit card, or account. The fee is charged regardless of whether or not the product is used.	
ANNUAL PERCENTAGE RATE (APR)	The cost of credit, expressed as a yearly rate. For closed-end credit, s as car loans or mortgages, the APR includes the interest rate, points, broker fees, and other credit charges that the borrower is required to p An APR, or an equivalent rate, is not used in leasing agreements.	
APPLICATION FEE	Fees charged when you apply for a loan or other credit. These fees may include charges for property appraisal and a credit report.	
BALLOON PAYMENT	A large extra payment that may be charged at the end of a mortgage loan or lease.	
CAP (INTEREST RATE)	A limit on the amount that your interest rate can increase. Two types of interest-rate caps exist. <i>Periodic adjustment caps</i> limit the interest-rate increase from one adjustment period to the next. <i>Lifetime caps</i> limit the interest-rate increase over the life of the loan. By law, all adjustable-rate mortgages have an overall cap.	

#### CLOSING OR SETTLEMENT COSTS

Fees paid when you close (or settle) on a loan. These fees may include application fees; title examination, abstract of title, title insurance, and property survey fees; fees for preparing deeds, mortgages, and settlement documents; attorneys' fees; recording fees; estimated costs of taxes and insurance; and notary, appraisal, and credit report fees. Under the Real Estate Settlement Procedures Act, the borrower receives a good faith estimate of closing costs within three days of application. The good faith estimate lists each expected cost as an amount or a range.

#### **CREDIT LIMIT**

The maximum amount that may be borrowed on a credit card or under a home equity line of credit plan.

#### EQUITY

The difference between the fair market value of the home and the outstanding balance on your mortgage plus any outstanding home equity loans.

#### INDEX

The economic indicator used to calculate interest-rate adjustments for adjustable-rate mortgages or other adjustable-rate loans. The index rate can increase or decrease at any time. See also Selected index rates for ARMs over an 11-year period (consumerfinance.gov/f/201204\_CFPB\_ARMs-brochure.pdf) for examples of common indexes that have changed in the past.

#### INTEREST RATE

The percentage rate used to determine the cost of borrowing money, stated usually as a percentage of the principal loan amount and as an annual rate.

#### MARGIN

The number of percentage points the lender adds to the index rate to calculate the adjustable-rate-mortgage interest rate at each adjustment.

#### **MINIMUM PAYMENT**

The lowest amount that you must pay (usually monthly) to keep your account in good standing. Under some plans, the minimum payment may cover interest only; under others, it may include both principal and interest.

#### POINTS (ALSO CALLED DISCOUNT POINTS)

One point is equal to 1 percent of the principal amount of a mortgage loan. For example, if a mortgage is \$200,000, one point equals \$2,000. Lenders frequently charge points in both fixed-rate and adjustable-rate mortgages to cover loan origination costs or to provide additional compensation to the lender or broker. These points usually are paid at closing and may be paid by the borrower or the home seller, or may be split between them. In some cases, the money needed to pay points can be borrowed (incorporated in the loan amount), but doing so will increase the loan amount and the total costs. Discount points (also called discount fees) are points that you voluntarily choose to pay in return for a lower interest rate.

#### SECURITY INTEREST

If stated in your credit agreement, a creditor, lessor, or assignee's legal right to your property (such as your home, stocks, or bonds) that secures payment of your obligation under the credit agreement. The property that secures payment of your obligation is referred to as "collateral."

#### TRANSACTION FEE

Fee charged each time a withdrawal or other specified transaction is made on a line of credit, such as a balance transfer fee or a cash advance fee.

#### **VARIABLE RATE**

An interest rate that changes periodically in relation to an index, such as the prime rate. Payments may increase or decrease accordingly.

#### APPENDIX B:

## More information

For more information about mortgages, including home equity lines of credit, visit consumerfinance.gov/mortgage. For answers to questions about mortgages and other financial topics, visit consumerfinance.gov/askcfpb. You may also visit the CFPB's website at consumerfinance.gov/owning-a-home to access interactive tools and resources for mortgage shoppers, which are expected to be available beginning in 2014.

Housing counselors can be very helpful, especially for first-time home buyers or if you're having trouble paying your mortgage. The U.S. Department of Housing and Urban Development (HUD) supports housing counseling agencies throughout the country that can provide free or low-cost advice. You can search for HUD-approved housing counseling agencies in your area on the CFPB's web site at consumerfinance.gov/find-a-housing-counselor or by calling HUD's interactive toll-free number at 800-569-4287.

The company that collects your mortgage payments is your loan servicer. This may not be the same company as your lender. If you have concerns about how your loan is being serviced or another aspect of your mortgage, you may wish to submit a complaint to the CFPB at consumerfinance.gov/complaint or by calling (855) 411-CFPB (2372).

When you submit a complaint to the CFPB, the CFPB will forward your complaint to the company and work to get a response. Companies have 15 days to respond to you and the CFPB. You can review the company's response and give feedback to the CFPB.

#### APPENDIX C:

## Contact information

For additional information or to submit a complaint, you can contact the CFPB or one of the other federal agencies listed below, depending on the type of institution. If you are not sure which agency to contact, you can submit a complaint to the CFPB and if the CFPB determines that another agency would be better able to assist you, the CFPB will refer your complaint to that agency and let you know.

Regulatory agency	Regulated entities	Contact information	
Consumer Financial Protection Bureau (CFPB) P.O. Box 4503 Iowa City, IA 52244	Insured depository institutions and credit unions with assets greater than \$10 billion (and their affiliates), and non-bank providers of consumer financial products and services, including mortgages, credit cards, debt collection, consumer reports, prepaid cards, private education loans, and payday lending	(855) 411-CFPB (2372) consumerfinance.gov consumerfinance.gov/ complaint	
Board of Governors of the Federal Reserve System (FRB) Consumer Help P.O. Box 1200 Minneapolis, MN 55480	Federally insured state-chartered bank members of the Federal Reserve System	(888) 851-1920 federalreserveconsumerhelp.g ov	

Regulatory agency	Regulated entities	Contact information
Office of the Comptroller of the Currency (OCC) Customer Assistance Group 1301 McKinney Street Suite 3450 Houston, TX 77010	National banks and federally chartered savings banks/associations	(800) 613-6743 occ.treas.gov helpwithmybank.gov
Federal Deposit Insurance Corporation (FDIC) Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106	Federally insured state-chartered banks that are not members of the Federal Reserve System	(877) ASK-FDIC or (877) 275-3342 fdic.gov fdic.gov/consumers
Federal Housing Finance Agency (FHFA) Consumer Communications Constitution Center 400 7th Street, S.W. Washington, DC 20024	Fannie Mae, Freddie Mac, and the Federal Home Loan Banks	Consumer Helpline (202) 649-3811 fhfa.gov fhfa.gov/Default.aspx?Page=3 69 ConsumerHelp@fhfa.gov
National Credit Union Administration (NCUA) Consumer Assistance 1775 Duke Street Alexandria, VA 22314	Federally charted credit unions	(800) 755-1030 ncua.gov mycreditunion.gov

Federal Trade Commission (FTC) Consumer Response Center 600 Pennsylvania Ave, N.W. Washington, DC 20580

Finance companies, retail stores, auto dealers, mortgage companies and other lenders, and credit bureaus (877) FTC-HELP or (877) 382-4357 ftc.gov ftc.gov/bcp

Regulatory agency	Regulated entities	Contact information
Securities and Exchange Commission (SEC) Complaint Center 100 F Street, N.E. Washington, DC 20549	Brokerage firms, mutual fund companies, and investment advisers	(202) 551-6551 sec.gov sec.gov/complaint/select.shtml
Farm Credit Administration Office of Congressional and Public Affairs 1501 Farm Credit Drive McLean, VA 22102	Agricultural lenders	(703) 883-4056 fca.gov
Small Business Administration (SBA) Consumer Affairs 409 3 <sup>rd</sup> Street, S.W. Washington, DC 20416	Small business lenders	(800) U-ASK-SBA or (800) 827-5722 sba.gov
Commodity Futures Trading Commission (CFTC) 1155 21 <sup>st</sup> Street, N.W. Washington, DC 20581	Commodity brokers, commodity trading advisers, commodity pols, and introducing brokers	(866) 366-2382 cftc.gov/consumer-protection

Regulatory agency	Regulated entities	Contact information
U.S. Department of Justice (DOJ) Civil Rights Division 950 Pennsylvania Ave, N.W. Housing and Civil Enforcement Section Washington DC 20530	Fair lending and housing issues	(202) 514-4713 TTY-(202) 305-1882 FAX-(202) 514-1116 To report an incident of housing discrimination: 1-800-896-7743 fairhousing@usdoj.gov
Department of Housing and Urban Development (HUD) Office of Fair Housing/Equal Opportunity 451 7 <sup>th</sup> Street, S.W. Washington, DC 20410	Fair lending and housing issues	(800) 669-9777 hud.gov/complaints

#### Housing counselors near you



#### 10 CLOSEST RESULTS TO ZIP CODE 90241

The counseling agencies on this list are approved by the U.S. Department of Housing and Urban Development (HUD), and they can offer independent advice about whether a particular set of mortgage loan terms is a good fit based on your objectives and circumstances, often at little or no cost to you. This list shows you several approved agencies in your area. You can find other approved counseling agencies at the Consumer Financial Protection Bureau's (CFPB) website: consumerfinance.gov/mortgagehelp or by calling 1-855-411-CFPB (2372). You can also access a list of nationwide HUD-approved counseling intermediaries at http://portal.hud.gov/hudportal/HUD?src=/ohc\_nint

Operation Hope Inc. - South Gate Branch

8710 Garfield Ave South Gate, CA 90280-3719

Distance 2.0 miles

Website: http://www.operationhope.org

Phone: 562-927-1693

Email Address: emily.grajeda@operationhope.org

Languages: . English, Spanish

Services:

Mortgage Delinquency and Default Resolution Counse, Financial Management/Budget Counseling, Non-Delinquency Post Purchase Workshops, Pre-purchase Counseling, Pre-purchase Homebuyer Education Workshops

Operation Hope - Pico Rivera Branch

9001 E WHITTIER BLVD Pico Rivera, CA 90660-2409

Distance

Website: http://www.operationhope.org

Phone: 562-673-5177

Email Address: isabel.duran@operationhope.org

Languages: English, Spanish

Services:

2.

Financial Management/Budget Counseling, Pre-purchase Counseling, Pre-purchase Homebuyer Education Workshops

Montebello Housing Development Corp.

1619 Paramount Blvd Montebello, CA 90640-2133

Distance 6.9 miles

Website: http://www.mhdcca.org

Phone: 323-722-3955

Email Address: rchavez@mhdcca.org

Languages: English, Spanish

Corvince

Mortgage Delinquency and Default Resolution Counse, Non-Delinquency Post Purchase Workshops, Pre-purchase Counseling, Pre-purchase Homebuyer Education Workshops

East La Community Corporation (Elacc)

2917 E. 1st Street, Suite 101 Los Angeles, CA 90033-3667

Distance 8.0 miles

Website: http://www.elacc.org

Phone: 323-604-1973

Email Address: communitywealth@elacc.org

Languages: English, Spanish

Services:

Mortgage Delinquency and Default Resolution Counse, Financial Management/Budget Counseling, Non-Delinquency Post Purchase Workshops, Pre-purchase Counseling, Pre-purchase Homebuyer Education Workshops

Home Preservation and Prevention (Hpp Cares)

3939 LONG BEACH BLVD Long Beach, CA 90807-2614

Website: http://www.hppcares.org

Phone: 562-424-4477

Email Address: info@hppcares.org

**Languages:** 5. English

Services:

Mortgage Delinquency and Default Resolution Counse, Resolving/Preventing Mortgage Delinquency Workshop, Financial Management/Budget Counseling, Pre-purchase Counseling, Pre-purchase Homebuyer Education Workshops, Rental Housing Counseling, Rental Housing Workshops

Fair Housing Foundation

3605 Long Beach Blvd Ste 302 Long Beach, CA 90807-4025

Website: https://www.fhfca.org

Phone: 562-989-1206

Email Address: fhf@fhfca.org

Languages:

Arabic, ASL, Cambodian, Cantonese, Chinese Mandarin, Creole, Czech, English, Farsi, French, German, Hindi, Hmong, Indonesian, Italian, Korean, Other, Polish, Portuguese, Russian, Spanish, Swahili, Turkish, Ukrainian,

6. Vietnamese

Services:

Rental Housing Counseling, Rental Housing Workshops

Korean Resource Center

6301 Beach Blvd. #211 Buena Park, CA 90621-4030

Website: http://krcla.org/housing

Phone: 714-869-7624-2

Email Address: housing@krcla.org

Languages: 7. English, Korean

Services:

Mortgage Delinquency and Default Resolution Counse, Resolving/Preventing Mortgage Delinquency Workshop,

Financial, Budgeting and Credit Repair Workshops, Rental Housing Counseling

Operation Hope, Inc

707 Wilshire Blvd Suite 3030 Los Angeles, CA 90017-3582

Website: http://www.operationhope.org

Phone: 213-891-2900

Email Address: tanya.carter@operationhope.org

Languages: English, Spanish

Services:

8.

Mortgage Delinquency and Default Resolution Counse, Resolving/Preventing Mortgage Delinquency Workshop, Financial Management/Budget Counseling, Financial, Budgeting and Credit Repair Workshops, Pre-purchase

Counseling, Pre-purchase Homebuyer Education Workshops

New Economics for Women

303 S Loma Drive

First Floor Los Angeles, CA 90017-1103

Website: http://www.neweconomicsforwomen.org

Phone: 213-483-2060-212

Email Address: rpapazian@neworg.us

Languages:
9. English, Spanish

**Distance** 8.4 miles

**Distance** 8.9 miles

Distance 9.1 miles

Distance 10.3 miles

Distance

#### Services:

Mortgage Delinquency and Default Resolution Counse, Pre-purchase Counseling, Pre-purchase Homebuyer Education Workshops

#### West Angeles Community Development Corp.

6028 Crenshaw Blvd. Los Angeles, CA 90043-3904

Distance 11.8 miles

Website: http://www.westangelescdc.org

Phone: 323-751-3440-37

Email Address: pedetta.higgins@westangelescdc.org

#### Languages: 10. English, Spanish

#### Services:

Mortgage Delinquency and Default Resolution Counse, Resolving/Preventing Mortgage Delinquency Workshop, Financial Management/Budget Counseling, Financial, Budgeting and Credit Repair Workshops, Non-Delinquency Post Purchase Workshops, Pre-purchase Counseling, Pre-purchase Homebuyer Education Workshops