

Important Terms of Home EquityCHOICE and Interest Only Home EquityCHOICE

Miami-Dade, Broward, & Palm Beach Counties and the Treasure Coast

Retention of Information: This disclosure contains important information about various plans under Home EquityCHOICE and Interest Only Home EquityCHOICE. 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 you paid to us or anyone else in connection with your application.

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

Possible Actions: Under certain circumstances, we can (1) terminate your line, require you to pay us the entire outstanding balance in one payment, and charge you certain fees; (2) refuse to make additional extensions of credit; (3) reduce your Credit Limit; and (4) make specific changes that are set forth in your agreement with us. We can terminate your Credit Line, require you to pay us the entire outstanding balance in one payment, and charge you certain fees if:

- You engage in fraud or material misrepresentation in connection with the Credit Line.
- You do not meet the repayment terms.
- Your action or inaction adversely affects the collateral or our rights in the collateral.

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

- The value of the dwelling securing the Credit Line declines significantly below its appraised value for purposes of the Credit Line.
- We reasonably believe you will not be able to meet the repayment requirements due to a material change in your financial circumstances.
- You are in default of a material obligation in the agreement.
- Government action prevents us from imposing the annual percentage rate provided for or impairs our security interest such that the value of the interest is less than 120 percent of the Credit Line.
- A regulatory agency has notified us that continued advances would constitute an unsafe and unsound practice.
- The maximum annual percentage rate is reached.

The initial agreement permits us to make certain changes to the terms of the agreement at specified times or upon the occurrence of specified events.

Property Insurance: You must carry extended hazard and wind insurance on the property that secures the Credit Line. Flood insurance may also be required.

Minimum Payment Requirements:

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<p>You can obtain advances of credit for fifteen (15) years (the "Draw Period"). After the Draw Period ends, you will no longer be able to obtain credit advances and must repay the outstanding balance at the end of the Draw Period. Your Regular Payment will be based on a percentage of your outstanding balance plus all accrued FINANCE CHARGES as shown below or \$100.00, whichever is greater. Your payments will be due monthly.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Range of Balances</th> <th style="text-align: left;">Number of Payments</th> <th style="text-align: left;">Regular Payment Calculation</th> </tr> </thead> <tbody> <tr> <td>All Balances</td> <td>180</td> <td>0.556% of your outstanding balance plus all accrued FINANCE CHARGES</td> </tr> </tbody> </table> <p>Your "Minimum Payment" will be the Regular Payment, plus any amount past due and all other charges. An increase in the ANNUAL PERCENTAGE RATE may increase the amount of your Regular Payment.</p> <p>In any event, if your Credit Line balance falls below \$100.00, you agree to pay your balance in full. Your Minimum Payments may not be sufficient to fully repay the principal that is outstanding on your Credit Line. If they are not, you will be required to pay the entire outstanding balance in a single payment.</p> <p>MINIMUM PAYMENT EXAMPLE. First Lien Position - Bank Pays Closing Costs Plan: If you made only the minimum payment and took no other credit advances, it would take 10 years and 1 month to pay off a credit advance of \$10,000.00 at an ANNUAL PERCENTAGE RATE of 3.750%. During that period, you would make 121 monthly payments ranging from \$9.82 to \$100.00.</p> <p>First Lien Position - Customer Pays Closing Costs Plan: If you made only the minimum payment and took no other credit advances, it would take 9 years and 9 months to pay off a credit advance of \$10,000.00 at an ANNUAL PERCENTAGE RATE of 3.250%. During that period, you would make 117 monthly payments ranging from \$78.71 to \$100.00.</p> <p>Second Lien Position - Bank Pays Closing Costs Plan: If you made only the minimum payment and took no other credit advances, it would take 10 years and 8 months to pay off a credit advance of \$10,000.00 at an ANNUAL PERCENTAGE RATE of 4.750%. During that period, you would make 128 monthly payments ranging from \$56.83 to \$100.00.</p>	Range of Balances	Number of Payments	Regular Payment Calculation	All Balances	180	0.556% of your outstanding balance plus all accrued FINANCE CHARGES	<p>You can obtain advances of credit for ten (10) years (the "Draw Period"). Your Regular Payment will equal the amount of your accrued FINANCE CHARGES. You will make 119 of these payments. You will then be required to pay the entire balance owing in a single balloon payment. Your payments will be due monthly. An increase in the ANNUAL PERCENTAGE RATE may increase the amount of your Regular Payment. Your "Minimum Payment" will be the Regular Payment, plus any amount past due and all other charges. An increase in the ANNUAL PERCENTAGE RATE may increase the amount of your Regular Payment.</p> <p>In any event, if your Credit Line balance falls below \$100.00, you agree to pay your balance in full. Your Minimum Payments will not repay the principal that is outstanding on your Credit Line. You will be required to pay the entire outstanding balance in a single payment.</p> <p>MINIMUM PAYMENT EXAMPLE. First Lien Position - Bank Pays Closing Costs Plan: If you made only the minimum payment and took no other credit advances, it would take 10 years to pay off a credit advance of \$10,000.00 at an ANNUAL PERCENTAGE RATE of 3.750%. During that period, you would make 119 monthly payments ranging from \$28.77 to \$31.85 and one final payment of \$10,031.85.</p> <p>First Lien Position - Customer Pays Closing Costs Plan: If you made only the minimum payment and took no other credit advances, it would take 10 years to pay off a credit advance of \$10,000.00 at an ANNUAL PERCENTAGE RATE of 3.250%. During that period, you would make 119 monthly payments ranging from \$24.93 to \$27.60 and one final payment of \$10,027.60.</p> <p>Second Lien Position - Bank Pays Closing Costs Plan: If you made only the minimum payment and took no other credit advances, it would take 10 years to pay off a credit advance of \$10,000.00 at an ANNUAL PERCENTAGE RATE of 4.750%. During that period, you would make 119 monthly payments ranging from \$36.44 to \$40.34 and one final payment of \$10,040.34.</p>
Range of Balances	Number of Payments	Regular Payment Calculation					
All Balances	180	0.556% of your outstanding balance plus all accrued FINANCE CHARGES					

Fees and Charges: To open and maintain a line of credit, you must pay the following fees to us:

- Late Charge: 5.000% of the unpaid amount of the payment if we have not received your payment within 15 days after the "Payment Due Date" shown on your periodic statement.
- Annual Fee: A non-refundable annual fee of \$50.00 will be charged to your Credit Line on each anniversary date. This annual fee is not applicable if you choose the First Lien Position-Customer Pays Closing Costs Plan.
- Third Party Fees: You also may pay certain fees to third parties. For First Lien Position - Bank Pays Closing Costs Plan and Second Lien Position - Bank Pays Closing Costs Plan, if your Credit Line does not exceed \$250,000, we pay the fees to third parties to open the Credit Line account. For a Credit Line exceeding \$250,000 or if you choose a Customer Pays Closing Cost Plan, you must pay certain fees to third parties. These fees generally total between \$525.00 and \$3,400. If you request, we will give you an itemization of the fees you will have to pay.

Minimum Draw and Balance Requirements:

Home EquityCHOICE	Interest Only Home EquityCHOICE
Minimum Advance Amount. The minimum amount of any credit advance that can be made on your Credit Line is \$100.00. This limitation applies to the writing of Equity Line Checks, requesting an advance by telephone, requesting an advance in person, or accessing by other methods.	Minimum Advance Amount. The minimum amount of any credit advance that can be made on your Credit Line is \$100.00. This limitation applies to the writing of Equity Line Checks, requesting an advance by telephone, requesting an advance in person, or accessing by other methods.

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

Other Products: If you ask, we will provide you with information on our other available home equity accounts.

Variable-Rate Feature: The plan has a variable-rate feature and the Annual Percentage Rate (corresponding to the periodic rate) and the minimum payment can change as a result. The Annual Percentage Rate includes only interest and not other costs. The Annual Percentage Rate is based on the value of an index. The index is the Wall Street Prime Rate and is published in *The Wall Street Journal*. Ask us for the current index value, margin, and Annual Percentage Rate. After you open a Credit Line, rate information will be provided on periodic statements that we send you.

Rate Changes: The annual percentage rate can change monthly based on changes in the value of the index as of the 12th of each month. There is no limit on the amount by which the rate can change in any one year period. In no event will the corresponding ANNUAL PERCENTAGE RATE be less than 3.750% per annum on First Lien Position - Bank Pays Closing Costs Plan, 3.250% per annum on First Lien Position - Customer Pays Closing Costs Plan, and 4.750% per annum on Second Lien Position - Bank Pays Closing Costs Plan or more than the lesser of 18.000% or the maximum rate allowed by law. In the event that the above referenced index becomes unavailable, we will select an alternative index and margin with a history of fluctuation substantially similar to the original index and that results in a substantially similar annual percentage rate to the one in effect at the time the original index became unavailable.

Credit Lines with Automatic Payment Option. If you have a Preferred Rate Reduction due to your establishment of Auto Pay from a personal checking account with us to repay the Credit Line, and that Auto Pay is discontinued for any reason during the life of your Credit Line, your variable ANNUAL PERCENTAGE RATE will increase by 0.250%.

Annual Percentage Rate: To determine the Periodic Rate that will apply to your Credit Line account, we divide the value of the index (plus the margin, if a margin is applicable to your Credit Line account) by the number of days in a year (daily). To obtain the ANNUAL PERCENTAGE RATE, we multiply the Periodic Rate by the number of days in a year (daily). A change in the index rate generally will result in a change in the ANNUAL PERCENTAGE RATE. Your ANNUAL PERCENTAGE RATE may also change as defined in the "Rate Changes" and "Credit Lines with Automatic Payment Option" sections shown above.

Maximum Rate and Payment Examples:

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If you had an outstanding balance of \$10,000, the minimum payment at the maximum ANNUAL PERCENTAGE RATE of 18.000% would be \$208.48. This Annual Percentage Rate could be reached before the first payment.	If you had an outstanding balance of \$10,000, the minimum payment at the maximum ANNUAL PERCENTAGE RATE of 18.000% would be \$152.88. This Annual Percentage Rate could be reached before the first payment.

Prepayment: If, within three (3) years from the date of this Agreement, Borrower repays and closes the Credit Line Account, Borrower shall pay a \$500.00 prepayment penalty. This penalty applies to First Lien Position - Bank Pays Closing Costs Plan and the Second Lien Position - Bank Pays Closing Costs Plan. You may prepay all or any amount owing under the First Lien Position - Customer Pays Closing Costs Plan at any time without penalty.

Historical Examples:

Home EquityCHOICE:

The example below shows how the ANNUAL PERCENTAGE RATE and the minimum payments for a single \$10,000.00 credit advance would have changed based on changes in the Index from 1997 to 2011. The Index values are from the following reference period: as of the 13th of August. While only one payment per year is shown, payments may have varied during each year. Different outstanding principal balances could result in different payment amounts.

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

INDEX TABLE

Year (1)	Index (Percent)	Margin (2) (Percent)	First Lien Position Bank Pays Closing Costs Plan		First Lien Position Customer Pays Closing Costs Plan		Second Lien Position Bank Pays Closing Costs Plan	
			ANNUAL PERCENTAGE RATE	Monthly Payment (Dollars)	ANNUAL PERCENTAGE RATE	Monthly Payment (Dollars)	ANNUAL PERCENTAGE RATE	Monthly Payment (Dollars)
1997	8.500	0.00	8.500	127.79	8.500	127.79	8.500	127.79
1998	8.500	0.00	8.500	119.52	8.500	119.52	8.500	119.52
1999	8.000	0.00	8.000	108.08	8.000	108.08	8.000	108.08
2000	9.500	0.00	9.500	111.50	9.500	111.50	9.500	111.50
2001	6.750	0.00	6.750	100.00	6.750	100.00	6.750	100.00
2002	4.750	0.00	4.750	100.00	4.750	100.00	4.750	100.00
2003	4.000	0.00	4.000	100.00	4.000	100.00	4.750 (5)	100.00
2004	4.500	0.00	4.500	100.00	4.500	100.00	4.750 (5)	100.00
2005	6.500	0.00	6.500	100.00	6.500	100.00	6.500	100.00
2006	8.250	0.00	8.250	100.00	8.250	100.00	8.250	100.00
2007	8.250	0.00	8.250	100.00	8.250	100.00	8.250	100.00
2008	5.000	0.00	5.000	100.00	5.000	100.00	5.000	100.00
2009	3.250	0.00	3.750 (3)		3.250 (4)		4.750 (5)	
2010	3.250	0.00	3.750 (3)		3.250 (4)		4.750 (5)	
2011	3.250	0.00	3.750 (3)		3.250 (4)		4.750 (5)	

- (1) As of the 13th of August
- (2) This is a margin we have used recently; your margin may be different.
- (3) This A.P.R. reflects a 3.750 percent floor.
- (4) This A.P.R. reflects a 3.250 percent floor.
- (5) This A.P.R. reflects a 4.750 percent floor.

Interest Only Home EquityCHOICE:

The example below shows how the ANNUAL PERCENTAGE RATE and the minimum payments for a single \$10,000.00 credit advance would have changed based on changes in the Index from 1997 to 2011. The Index values are from the following reference period: as of the 13th of August. While only one payment per year is shown, payments may have varied during each year. Different outstanding principal balances could result in different payment amounts.

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

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Year (1)	Index (Percent)	Margin (2) (Percent)	First Lien Position Bank Pays Closing Costs Plan		First Lien Position Customer Pays Closing Costs Plan		Second Lien Position Bank Pays Closing Costs Plan	
			ANNUAL PERCENTAGE RATE	Monthly Payment (Dollars)	ANNUAL PERCENTAGE RATE	Monthly Payment (Dollars)	ANNUAL PERCENTAGE RATE	Monthly Payment (Dollars)
1997	8.500	0.00	8.500	72.19	8.500	72.19	8.500	72.19
1998	8.500	0.00	8.500	72.19	8.500	72.19	8.500	72.19
1999	8.000	0.00	8.000	67.95	8.000	67.95	8.000	67.95
2000	9.500	0.00	9.500	80.69	9.500	80.69	9.500	80.69
2001	6.750	0.00	6.750	57.33	6.750	57.33	6.750	57.33
2002	4.750	0.00	4.750	40.34	4.750	40.34	4.750	40.34
2003	4.000	0.00	4.000	33.97	4.000	33.97	4.750 (5)	40.34
2004	4.500	0.00	4.500	38.22	4.500	38.22	4.750 (5)	40.34
2005	6.500	0.00	6.500	55.21	6.500	55.21	6.500	55.21
2006	8.250	0.00	8.250	70.07	8.250	70.07	8.250	70.07
2007	8.250	0.00	8.250		8.250		8.250	
2008	5.000	0.00	5.000		5.000		5.000	
2009	3.250	0.00	3.750 (3)		3.250 (4)		4.750 (5)	
2010	3.250	0.00	3.750 (3)		3.250 (4)		4.750 (5)	
2011	3.250	0.00	3.750 (3)		3.250 (4)		4.750 (5)	

- (1) As of the 13th of August
- (2) This is a margin we have used recently; your margin may be different.
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Fixed Rate Loan Option: Your Credit Line also has a fixed rate feature. This means you have the option ("Fixed Rate Loan Option") during the Draw Period to convert all or part of the variable rate portion of your Credit Line to a Fixed Rate Loan Note. You may select a loan term of One (1), Three (3), Five (5), Seven (7) or Ten (10) years. You may not select a Fixed Rate Loan Option term that would exceed the time remaining in the Draw Period. To obtain a Fixed Rate Loan Note, you may write us or call us at the address and telephone number listed above. In addition to the variable rate portion, you may have up to three (3) Fixed Rate Loan Notes outstanding at any time. The aggregate total of all Fixed Rate Loan Notes and outstanding variable rate Credit Line Advances may not exceed your available Credit Limit. Principal payments you make on the Fixed Rate Loan Notes will increase your available Credit Limit by the same amount. If you elect any Fixed Rate Loan Options, then your Minimum Payment required on the variable rate portion of your Line of Credit will be calculated only on the basis of the principal balance of the variable rate portion of your Credit Line. IF MORE THAN ONE PERSON HAS SIGNED THIS AGREEMENT, ANY ONE OF YOU CAN ELECT A FIXED RATE LOAN OPTION AND THAT AUTHORIZATION WILL BE FULLY BINDING ON ALL OF YOU.

Method Used to Determine the Amount of FINANCE CHARGE for a Fixed Rate Loan Note: A daily Finance Charge will be imposed from the date of each Fixed Rate Loan Note posted to your Credit Line based on the "daily balance" method. There is no "free ride period" which would allow you to avoid a FINANCE CHARGE on the Fixed Rate Loan Note. Interest on each Fixed Rate Loan Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the annual interest rate over the number of days in a year (366 during the leap years), multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. The Annual Percentage Rate includes interest and no other costs.

Monthly Payments: The minimum monthly payment for each Fixed Rate Loan Note will be equal to an amount of principal and interest sufficient to fully amortize, by equal monthly payments, each Fixed Rate Loan Note over the term selected by you plus, if applicable, accrued interest insurance premiums. The minimum monthly payment for each Fixed Rate Loan Note will be in addition to the Minimum Payment described above for the variable rate portion of your Credit Line.

Periodic Rate and ANNUAL PERCENTAGE RATE: The Periodic Rate and ANNUAL PERCENTAGE RATE for each Fixed Rate Loan Note will not change during the term of each Fixed Rate Loan Note. The ANNUAL PERCENTAGE RATE for each Fixed Rate Loan Note will be the sum of the ANNUAL PERCENTAGE RATE of your Fixed Rate Index plus four percent (4.00%) ("Fixed Rate"). If your Credit Line is extended with a margin, then your Fixed Rate will also include the margin plus the Fixed Rate. Each Fixed Rate Index is equal to the most recent Wall Street Prime Rate, as published in *The Wall Street Journal*.

Conversion Fee: If you have one or more Fixed Rate Loan Notes outstanding at the time of electing to establish another Fixed Rate Loan Note, you will be charged a \$50.00 processing fee FINANCE CHARGE for each additional Fixed Rate Loan Note.

We may, at our sole discretion and without prior notice, provide a Fixed Rate Loan Option at a discounted ANNUAL PERCENTAGE RATE ("Current Rate") lower than the Fixed Rate as described above. If we provide a Fixed Rate Loan Option at a Current Rate, we are not obligated to offer a Current Rate on any subsequent Fixed Rate Loan Options.

Payments on each Fixed Rate Loan Option are due monthly. The payment date may differ from the variable rate advances from your Credit Line. The payment due date for a Fixed Rate Loan Note will be stated in a periodic statement, or on any payment coupons we provide you. The provisions of the agreement relating to the form, address, application and servicing of payments on your variable rate Credit Line shall also apply to payments on Fixed Rate Loan Notes. If we receive one combined payment for your Fixed Rate Loan Note(s) and for your variable rate Credit Line and you do not specify how the payment is to be applied, we will apply the payment in our discretion to the outstanding Fixed Rate Loan Note(s) or variable rate Credit Line. Your first minimum payments for a Fixed Rate Loan Note may be for a period less than one month. If so, we may apply the excess amount of your payment to the outstanding principal balance of the Fixed Rate Loan Note.

All fees, charges and Lender's rights described in this disclosure shall apply to the Fixed Rate Loan Notes. Failure to meet the requirements of any portion of your agreement will give us the option of exercising our rights under that section of this disclosure entitled "Possible Actions."