



888 Washington Boulevard, Stamford, CT 06901
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1.833.SOUNDFCU • 203.977.4701

INSTRUCTIONS FOR HELOC LOANS

Complete both sides of the enclosed application form.

Be sure that each borrower signs the application and all other forms.

If you are relying on another person's income to qualify for this loan, they must also complete and sign the application.

You must provide the Credit Union with the following documentation at the time of application:

- 1) The completed application.**
- 2) Signed Home Equity Loan Program Disclosure.**
- 3) A copy of your most recent pay stub(s) and a prior end of year pay stub or Form W-2.**
- 4) If you have rental income, a copy of the prior end of year Schedule E.**
- 5) If you are in business for yourself, a copy of the prior end of year Schedule C.**
- 6) A statement from any other mortgage holder(s) showing the balance of the mortgage(s).**
- 7) A copy of your Homeowner's Insurance or Condominium Master Insurance Policy.**

Once the documents have been received and your application has been reviewed, you will be contacted by either our mortgage processor or a Credit Union Loan Officer as to what the next step will be.

If you have any questions concerning this matter, please call the Credit Union Loan Department at (203) 977-4701.

Originators:

**George Sessa – NMLS ID 403364
Carolyn Evans – NMLS ID 405036
Stephen Tedesco – NMLS ID 748104**

SOUND FEDERAL CREDIT UNION HOME EQUITY LOAN PROGRAM APPLICATION

AMOUNT REQUESTED		REASON FOR CASH OUT		TYPE OF LOAN <input type="checkbox"/> HELOC <input type="checkbox"/> SECOND MORTGAGE	
APPLICANT'S NAME			CO-APPLICANT'S NAME		
STREET ADDRESS			STREET ADDRESS		
CITY, STATE, ZIP CODE		HOW LONG	CITY, STATE, ZIP CODE		HOW LONG
DATE OF BIRTH	SOCIAL SECURITY NUMBER	HOME PHONE		DATE OF BIRTH	SOCIAL SECURITY NUMBER
PREVIOUS ADDRESS (IF LESS THAN TWO YEARS AT CURRENT ADDRESS)			PREVIOUS ADDRESS (IF LESS THAN TWO YEARS AT CURRENT ADDRESS)		
CITY, STATE, ZIP CODE		HOW LONG	CITY, STATE, ZIP CODE		HOW LONG
EMPLOYER'S NAME			EMPLOYER'S NAME		
EMPLOYER'S ADDRESS			EMPLOYER'S ADDRESS		
LENGTH OF SERVICE	JOB TITLE	BUSINESS PHONE		LENGTH OF SERVICE	JOB TITLE
PREVIOUS EMPLOYER (IF LESS THAN TWO YEARS WITH CURRENT EMPLOYER)			PREVIOUS EMPLOYER (IF LESS THAN TWO YEARS WITH CURRENT EMPLOYER)		
LENGTH OF SERVICE	JOB TITLE	BUSINESS PHONE		LENGTH OF SERVICE	JOB TITLE
NUMBER OF DEPENDENTS	ARE YOU <input type="checkbox"/> MARRIED <input type="checkbox"/> UNMARRIED <input type="checkbox"/> SEPARATED		NUMBER OF DEPENDENTS	ARE YOU <input type="checkbox"/> MARRIED <input type="checkbox"/> UNMARRIED <input type="checkbox"/> SEPARATED	
NEAREST RELATIVE NOT LIVING WITH YOU			NEAREST RELATIVE NOT LIVING WITH YOU		
ADDRESS			ADDRESS		
RELATIONSHIP		HOME PHONE		RELATIONSHIP	
RELATIONSHIP		HOME PHONE		RELATIONSHIP	
MONTHLY INCOME		APPLICANT GROSS	CO-APPLICANT GROSS	MONTHLY HOUSING EXPENSES ON YOUR HOME	
REGULAR SALARY/WAGES				MORTGAGE PAYMENT (PRINCIPAL AND INTEREST)	
OVERTIME				REAL ESTATE TAXES	
COMMISSIONS/BONUSES				INSURANCE	
DIVIDENDS/INTEREST				HOMEOWNER ASSOCIATION DUES	
NET RENTAL INCOME				SECOND MORTGAGE PAYMENT	
OTHER (SEE NOTICE BELOW)				OTHER	
TOTAL				TOTAL	
NOTICE: ALIMONY, CHILD SUPPORT, OR SEPARATE MAINTENANCE DO NOT HAVE TO BE DISCLOSED UNLESS YOU WISH TO HAVE THEM CONSIDERED AS PART OF YOUR INCOME					
SOURCES					
PROPERTY TO BE MORTGAGED STREET ADDRESS CITY COUNTY STATE ZIP CODE					
TYPE OF PROPERTY <input type="checkbox"/> SINGLE FAMILY <input type="checkbox"/> CONDO		WHEN PURCHASED MONTH YEAR			
ESTIMATED VALUE OF PROPERTY		PURCHASE PRICE			
MORTGAGE HOLDER'S NAME					
ADDRESS					
MORTGAGE LOAN NUMBER					

ASSETS		LIABILITIES		
CHECKING ACCOUNTS	VALUE	PROVIDE CREDITOR'S NAME, ADDRESS, & ACCOUNT NUMBER (PLACE AN ASTERISK * BY ANY LIABILITY YOU PLAN TO PAY OFF WITH YOUR HOME EQUITY LOAN.	MO.PYMT.	BALANCE
BANK/CREDIT UNION NAME ACCOUNT NO.		PROPERTY LOANS - FIRST MORTGAGE		
BANK/CREDIT UNION NAME ACCOUNT NO.		PROPERTY LOANS - SECOND MORTGAGE		
SAVINGS ACCOUNTS		AUTOMOBILE LOANS/LEASES		
BANK/CREDIT UNION NAME ACCOUNT NO.				
BANK/CREDIT UNION NAME ACCOUNT NO.		CREDIT CARDS		
AUTOMOBILES (MAKE, MODEL, & YEAR)				
OTHER ASSETS				
		ALIMONY, CHILD SUPPORT, AND SEPARATE MAINTENANCE		
TOTAL ASSETS		TOTAL LIABILITIES		

OTHER REAL ESTATE OWNED (other than "Property to be Mortgaged" from other side)

ADDRESS OF PROPERTY	NAME OF OWNER(S)	RES./COMM.	MARKET VALUE	MORT. BAL	MO. PAYMENT	TAXES/INS.	GROSS RENT	NET RENT

FOR BOTH THE APPLICANT AND CO-APPLICANT (Please answer "yes" or "no" to each question.)	APPLICANT	CO-APPLICANT
Have you declared bankruptcy in the past 10 years? If yes, was it Chapter <input type="checkbox"/> 7 <input type="checkbox"/> 11 <input type="checkbox"/> 13		
Have you had any garnishments, judgements, repossessions, or other legal action in the last seven (7) years?		
Are you currently party in a lawsuit? If yes, please explain on a separate sheet.		
Are you a co-maker on any other loan? If yes, please explain on a separate sheet.		

I certify that all statements herein are true and complete and are submitted for the purpose of inducing you to extend credit to me. I acknowledge that Title 18, Section 1014 of the U.S. Code makes it a federal crime for anyone to make false statements or reports or willfully overvalue property or securities for the purpose of inducing or influencing the action of a Credit Union on an application for a loan, extension, or renewal of the same, or for the acceptance, release, or substitution of collateral. I expressly authorize any person, partnership, association, firm, corporation, or personnel office or officer, upon your request, to furnish you information concerning me relevant to the review and evaluation of this application or any subsequent re-evaluation thereof.

INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the Federal Government or certain types of loans related to a dwelling in order to monitor the lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender may discriminate neither on the basis of this information, nor on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, under Federal regulations, this lender is required to note the information on the basis of visual observation or surname. If you do not wish to furnish the information, please check the box below. (Lender must review the above material to assure that the disclosures satisfy all requirements to which the lender is subject under applicable state law for the particular type of loan applied for.)

BORROWER <input type="checkbox"/> I do not wish to furnish this information Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> White <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> Black or African American <input type="checkbox"/> White Sex: <input type="checkbox"/> Female <input type="checkbox"/> Male	CO-BORROWER <input type="checkbox"/> I do not wish to furnish this information Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> Black or African American <input type="checkbox"/> White Sex: <input type="checkbox"/> Female <input type="checkbox"/> Male
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This application was taken by: Face-to face interview Mail Telephone Internet

MEMBER'S SIGNATURE _____ DATE _____

CO-APPLICANT'S SIGNATURE _____ DATE _____

ACTION TAKEN APPROVED AMOUNT _____ DENIED DATE _____ BY _____

**SOUND FEDERAL CREDIT UNION
HOME EQUITY LOAN PROGRAM DISCLOSURES**

To:

Name of Consumer

Street

Name of Consumer

Town

State

Zip Code

NOTICE OF RIGHT TO COUNSEL

You are filing with us a mortgage loan application. Pursuant to Connecticut P.A. 82-268 Sec. 6, you are hereby notified that:

1. You may have differing legal interests from us;
2. You may be represented by the attorney of your choice;
3. You may not be required to be represented by our attorney; and
4. You may direct any complaints concerning this section to the State Banking Department.

Each consumer signing below acknowledges receipt of this Notice of Right to Counsel.

NOTICE OF AVAILABILITY OF APPRAISAL

The Credit Union will make available, to any requesting member/applicant, a copy of the appraisal used in connection with that member's real estate related loan application. The appraisal shall be available for a period of 25 months after the applicant has received notice from the Credit Union of the action taken by the Credit Union on the real estate related loan application.

Written requests for copies of the appraisal should be sent to the following address:

Sound Federal Credit Union
888 Washington Boulevard
Stamford, CT 06901

We will deliver a copy of the appraisal to you within 15 days of receipt of your written request.

ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURES

I/we hereby acknowledge receipt of the Notice of Right to Council, Notice of Availability of Appraisal, Settlement Costs Booklet, and, if applicable, the booklet entitled When Your Home is on The Line (for variable rate loans).

Consumer's Signature

Date

Consumer's Signature

Date

IMPORTANT TERMS OF THE HOME EQUITY LINE OF CREDIT SOUND FEDERAL CREDIT UNION

This disclosure contains important information about our Home Equity Line of Credit (EQUITY LOAN). 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 the 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 mortgage on your home. You may 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 line for:

(1) any reason mentioned above; (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 plan; (5) government action prevents us from imposing the ANNUAL PERCENTAGE RATE provided for under the plan; (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% 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.

Minimum Payment Requirements: You can obtain advances of credit for 9 years and 6 months (114 months). This period is called the “draw period”. During the draw period, you can repay interest only; however, principal payments in any amount can be made at any time. Your required minimum monthly payment will be the interest accrued on the outstanding balance as of the last business day of the previous month.

After the draw period ends, you will no longer be able to obtain credit advances and must pay the outstanding balance over 180 monthly statement periods (the “repayment period”). During the repayment period, payments will be due monthly. Your minimum monthly payment will be an amount required to repay the loan in full by the final payment date based on the prevailing interest rate and the remaining term of the loan.

Minimum Payment Example: If you made the minimum payments (of interest only), over a 9 year and 6 month period (the draw period) on an original advance of \$10,000 at an ANNUAL PERCENTAGE RATE of 12.00%, you would make 114 (estimated) monthly payments of

\$100.00 (interest only – estimated) leaving a (principal) balance of \$10,000 (estimated) at the end of the draw period.

If that \$10,000 remains outstanding at the beginning of the repayment period (the end of the draw period), then you would make an additional 180 monthly payments (of principal and interest), assuming a 12.00% ANNUAL PERCENTAGE RATE, of \$120.03 (estimated).

Fees and Charges: We do not charge any fees to open and maintain a line of credit.

To open and maintain a line of credit, you must carry hazard insurance and flood insurance, if applicable, on the property that secures your loan. The insurance coverage must be at least equal to the maximum amount available under your credit limit, plus the amount of any prior mortgage on the property at the time your line of credit is opened.

You may have to pay fees to third parties (unless these fees are paid by the credit union) to open a line of credit. If you ask, we will provide you with an itemization of the fees you will have to pay to third parties.

Refundability of Fees: If you decide not to enter into this plan within three 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 Limitations: The minimum credit advance you can receive is \$500.00.

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

Variable Rate Features: This 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 interest and no other costs.

The ANNUAL PERCENTAGE RATE is based on the value of an index. The index is the Prime Rate published in The Wall Street Journal. When a range of rates has been published, the highest rate is used. We then add a margin to the value of the index.

Ask us for current index value, margin and ANNUAL PERCENTAGE RATE. After you open a plan, rate information will be provided on periodic statements that we send you.

Rate Changes: The ANNUAL PERCENTAGE RATE can change monthly. There is no limit on the amount by which the rate may change in any one year period. The maximum ANNUAL PERCENTAGE RATE that can apply during the plan is 18.00%. The minimum ANNUAL PERCENTAGE RATE that can apply during the plan is 3.00%.

Maximum Rate And Payment Examples: If you had an outstanding balance of \$10,000 the minimum monthly payment at the maximum ANNUAL PERCENTAGE RATE OF 18.00% would be \$147.95. The maximum ANNUAL PERCENTAGE RATE could be reached during the first month.

If \$10,000 was outstanding at the beginning of the repayment period, the maximum monthly payment during the repayment period would be (assuming an 18.00% ANNUAL PERCENTAGE RATE) \$160.89. The maximum ANNUAL PERCENTAGE RATE could be reached during the first month.

Historical Examples: 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 January of each year. While only one payment amount per year is shown, payments would have varied during each year of the draw period. The table assumes that no additional credit advances were taken, that only the minimum payments were made and that the rate remained constant during the year. It does not necessarily indicate how the index or your payment(s) would change in the future.

MONTHLY AVERAGES OF THE PRIME RATE FOR JANUARY OF EACH YEAR

YEAR	INDEX PERCENT (%)	MARGIN* PERCENT (%)	ANNUAL PERCENTAGE RATE (%)	MINIMUM MONTHLY PAYMENT (\$)	
2000	8.50	+.75	9.25	76.03	
2001	9.50	+.75	10.25	84.25	
2002	4.75	+.75	5.50	45.21	
2003	4.25	+.75	5.00	41.10	DRAW PERIOD
2004	4.00	+.75	4.75	39.04	
2005	5.25	+.75	6.00	49.32	
2006	7.25	+.75	8.00	65.75	
2007	8.25	+.75	9.00	73.97	
2008	7.25	+.75	8.00	65.75	
2009	3.25	+.75	4.00	33.33	
2010	3.25	+.75	4.00	73.98	
2011	3.25	+.75	4.00	73.98	REPAYMENT PERIOD
2012	3.25	+.75	4.00	73.98	
2013	3.25	+.75	4.00	73.98	
2014	3.25	+.75	4.00	73.98	

* This is a margin we have used recently.

SOUND FEDERAL CREDIT UNION

AGREEMENT REGARDING CLOSING COSTS

In consideration for the payment by Sound Federal Credit Union for the closing costs for your Home Equity Loan, you will agree to reimburse Sound Federal Credit Union for said costs in the event that you pay the entire outstanding balance of the loan and close the account on or before one year after the disbursement date of the loan. If you pay the entire balance of the loan and close the account within the second year after the disbursement date of the loan you will agree to reimburse Sound Federal Credit Union for fifty (50%) percent of the closing costs.

Closing Cost Example On A Home Equity Loan:

Recording Fees	\$ 33.00
Legal Fee	200.00
Courier Fee	25.00
Appraisal Fee	325.00
Flood Certification Fee	18.00
Property Report	89.00
Property Report Insurance	25.00

**Total fees Paid By The Credit
Union On Your Behalf \$715.00**

NEGATIVE INFORMATION NOTICE

We may report information about your loan and deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

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 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 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 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 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:

Sound Federal Credit Union
888 Washington Blvd.
Stamford, CT 06901
203.977.4701

If you have questions concerning your credit score or the credit information furnished to you, contact the consumer-reporting agency:

Trans Union Consumer Relations Department
PO Box 1000
2 Baldwin Place
Chester, PA 19022
800.888.4213

Homeownership Counseling Agencies

The following is a list of the 10 U.S. Department of Housing and Urban Development approved homeownership counseling agencies closest to our Main Office.

Housing Development Fund, Inc
100 Prospect St
Stamford, CT 06901-1696
Website: <http://hdf-ct.org>
Phone: 203-969-1830
Email Address: Not available
Languages: English, Portuguese, Spanish

Urban League of Southern Connecticut
2777 Summer Street
Stamford, CT 06905-4318
Website: <http://www.ulsc.org>
Phone: 203-327-5810 Ext. 108
Email Address: vtspell@ulsc.org
Languages: English, Spanish

Human Development Services of Westchester, Inc.
28 Adee Street
P.O. Box 110
Port Chester, NY 10573-4339
Website: <http://www.HDSW.org>
Phone: 914-939-2005 Ext. 1103
Email Address: hdswhousinghelp@aol.com
Languages: English, Spanish

Human Development Services of Westchester, Inc.
28 Adee St
Port Chester, NY 10573-4339
Website: <http://www.hdsw.org/>
Phone: 914-939-2005
Email Address: HDSWHOUSINGHELP@aol.com
Languages: English, Spanish

Westchester Residential Opportunities, Incorporated
470 Mamaroneck Ave
Ste 410
White Plains, NY 10605-1839
Website: <http://www.wroinc.org>
Phone: 914-428-4507
Email Address: ganderson@wroinc.org
Languages: English, Farsi, Hindi, Spanish

Community Housing Innovations, Inc
190 E Post Rd
Ste 401
White Plains, NY 10601-4922
Website: <http://www.chigrants.org>
Phone: 914-683-1010
Email Address: dpost@communityhousing.org
Languages: English, Spanish

Greenpath Debt Solutions
1 Barker Ave
Suite 420
White Plains, NY 10601-1517
Website: <http://www.greenpath.org>
Phone: 888-860-4167
Email Address: housingdepartment@greenpath.org
Languages: English, Spanish

La Fuerza Unida, Inc.-Long Island
1 School St.
Suite 302
Glen Cove, NY 11542-2545
Website: <http://www.lfuinc.org>
Phone: 516-759-0788-25
Email Address: amunera@lfuinc.org
Languages: English, Portuguese, Spanish

American Debt Resources
248C Larkfield Road East
Northport, NY 11731-2443
Website: <http://www.americandebtresources.com>
Phone: 631-912-9542-110
Email Address: debtfree@americandebtresources.com
Languages: English, Spanish

Housing Action Council
55 S Broadway
Tarrytown, NY 10591-4000
Website: <http://www.housingactioncouncil.org>
Phone: 914-332-4144
Email Address: Not available
Languages: English

You may also find other approved counseling agencies by contacting the following Federal agencies:

Consumer Financial Protection Board - 855-411-2372
The Department of Housing and Urban Development - 800-569-4287.

What you should know about home equity lines of credit



Consumer Financial
Protection Bureau

January 2014

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 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.

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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 B
Fixed annual percentage rate	%	%
Variable annual percentage rate	%	%
<input type="checkbox"/> Index used and current value	%	%
<input type="checkbox"/> Amount of margin		
<input type="checkbox"/> Frequency of rate adjustments		
<input type="checkbox"/> Amount/length of discount (if any)		
<input type="checkbox"/> 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, such as car loans or mortgages, the APR includes the interest rate, points, broker fees, and other credit charges that the borrower is required to pay. 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. *Periodic adjustment caps* limit the interest-rate increase from one adjustment period to the next. *Lifetime caps* 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.gov

Regulatory agency	Regulated entities	Contact information
<p>Office of the Comptroller of the Currency (OCC) Customer Assistance Group 1301 McKinney Street Suite 3450 Houston, TX 77010</p>	<p>National banks and federally chartered savings banks/associations</p>	<p>(800) 613-6743 occ.treas.gov helpwithmybank.gov</p>
<p>Federal Deposit Insurance Corporation (FDIC) Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106</p>	<p>Federally insured state-chartered banks that are not members of the Federal Reserve System</p>	<p>(877) ASK-FDIC or (877) 275-3342 fdic.gov fdic.gov/consumers</p>
<p>Federal Housing Finance Agency (FHFA) Consumer Communications Constitution Center 400 7th Street, S.W. Washington, DC 20024</p>	<p>Fannie Mae, Freddie Mac, and the Federal Home Loan Banks</p>	<p>Consumer Helpline (202) 649-3811 fhfa.gov fhfa.gov/Default.aspx?Page=369 ConsumerHelp@fhfa.gov</p>
<p>National Credit Union Administration (NCUA) Consumer Assistance 1775 Duke Street Alexandria, VA 22314</p>	<p>Federally chartered credit unions</p>	<p>(800) 755-1030 ncua.gov mycreditunion.gov</p>
<p>Federal Trade Commission (FTC) Consumer Response Center 600 Pennsylvania Ave, N.W. Washington, DC 20580</p>	<p>Finance companies, retail stores, auto dealers, mortgage companies and other lenders, and credit bureaus</p>	<p>(877) FTC-HELP or (877) 382-4357 ftc.gov ftc.gov/bcp</p>

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

Regulatory agency	Regulated entities	Contact information
<p>U.S. Department of Justice (DOJ) Civil Rights Division 950 Pennsylvania Ave, N.W. Housing and Civil Enforcement Section Washington DC 20530</p>	<p>Fair lending and housing issues</p>	<p>(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</p>
<p>Department of Housing and Urban Development (HUD) Office of Fair Housing/Equal Opportunity 451 7th Street, S.W. Washington, DC 20410</p>	<p>Fair lending and housing issues</p>	<p>(800) 669-9777 hud.gov/complaints</p>