## WaFd Bank Home Equity Disclosure

Home Equity Line of Credit Disclosures are available to view as follows:

Home Equity Disclosure for subject property located in Washington, Oregon, Idaho, Utah, Nevada, Arizona or New Mexico

Home Equity Disclosure for subject property located in Texas

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Consumer Finance Protection Bureau (CFPB) Booklet "What you should know about Home Equity Lines of Credit" (download available after reviewing attached disclosures)
(A copy of the CFPB Booklet "What you should know about Home Equity Lines of Credit" is also available for download at: <a href="https://files.consumerfinance.gov/f/201401\_cfpb\_booklet\_heloc.pdf">https://files.consumerfinance.gov/f/201401\_cfpb\_booklet\_heloc.pdf</a>)

# WaFd Bank Home Equity Disclosure Important Terms of Our Home Equity Line of Credit

( Disclosures apply to subject property located in <u>Washington, Oregon, Idaho, Utah, Nevada, Arizona or New Mexico</u>)

NMLSR Company Identifier 410394

This disclosure contains important information about our Home Equity Line of Credit (the "Account" or "Line of Credit"). You should read it carefully and keep a copy for your records. In this disclosure, the words "you" and "your" mean each person applying for the Line of Credit and anyone else who will be authorized to use it. The words "we," "us," and "our" mean WaFd Bank.

**Availability of Terms:** All of the terms described below are subject to change. If the terms change (other than the ANNUAL PERCENTAGE RATE due to a change in the interest rate index) 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 have paid to us or anyone else in connection with your Line of Credit 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 may terminate your Line of Credit, require you to pay us the entire outstanding balance in one payment, and charge you certain fees and other costs if:

- 1) You engage in fraud or material misrepresentation in connection with the Line of Credit. For example, you make a false statement about your income or any other aspect of your financial condition.
- 2) You do not meet the repayment terms of the Line of Credit agreement.
- 3) Your action or inaction adversely affects the collateral (your home) or our rights in the collateral. For example, you do not maintain adequate insurance or you fail to pay taxes.

We may refuse to make additional extensions of credit or reduce your credit limit, or both, if:

- (1) The value of your home securing the Line of Credit declines significantly below its appraised value for purposes of the Line of Credit.
- (2) We reasonably believe you will not be able to meet the repayment requirements due to a material change in your financial circumstances or declining credit scores reflected when we re-examine your credit report.
- (3) You are in default of a material obligation in the Line of Credit agreement.
- (4) Government action prevents us from imposing the annual percentage rate provided for in the Line of Credit agreement or impairs the priority of our security interest such that the value of the security interest is less than 120 percent of the credit line.
- (5) A regulatory agency has notified us that continued advances would constitute an unsafe and unsound business practice.
- (6) The maximum annual percentage rate we are permitted to charge under the Line of Credit agreement is reached.

**Minimum Payment Requirements:** You may obtain advances of credit for 10 years (the "Draw Period"). During the Draw Period, payments will be due monthly. Your minimum monthly payment will be equal to the total periodic finance charge for the monthly billing cycle, plus any unpaid fees and charges and past due amounts. The minimum monthly payments during the Draw Period will not reduce the principal that is outstanding on your Line of Credit. You may pay the entire balance at any time without penalty, however, you must pay at least the total amount due shown on your statement each month.

After the Draw Period ends, you will no longer be able to obtain credit advances and must pay the outstanding balance over 15 years (the "Repayment Period"). During the Repayment Period, payments will be due monthly. Your minimum monthly payment will equal the amount of principal plus periodic FINANCE CHARGE necessary to repay the outstanding balance over 15 years in substantially equal, fully amortizing monthly payments.

**Minimum Payment Example:** If you made only the minimum monthly payments and took no other credit advances, it would take 25 years to pay off a credit advance of \$10,000 at an ANNUAL PERCENTAGE RATE of 8.25%. During the Draw Period you would make 120 monthly payments of \$68.75 (interest only) followed by 180 monthly payments during the Repayment Period of \$97.02 (principal and interest). The monthly payments will vary due to adjustments in the interest rate.

**Initial Credit Advance:** "Initial Credit Advance" means the amount of money we will require you to accept as an advance to open the plan. A minimum initial credit advance is not required.

### **Fees and Charges**

### **Origination Fee**

We may require you to pay an Origination Fee to open your Account. For Lines of Credit over \$250,000 that are secured by owner-occupied primary and secondary residences, we will charge an Origination Fee of \$700. If the Line of Credit will be secured by an investment property (not owner-occupied), we will charge an Origination Fee that is the greater of 1% of the Line of Credit amount or \$700.

#### **Third Party Fees**

To open an Account, we may require you to pay certain fees to third parties. The fees and the conditions under which we may waive the fees are described below.

For Lines of Credit up to \$250,000 that are secured by owner-occupied primary and secondary residences, we will pay certain third party fees (including title insurance, appraisal or property valuation, credit report, flood certification and outside escrow fee) if:

- You currently have a mortgage with us that is the first lien on the residence and the Line of Credit will
  be secured by a second lien on the residence.
- The Line of Credit will be secured by a first lien on the residence that will be the only lien at the time of the Line of Credit is opened (either because there is no existing lien or the prior liens are paid off).

We may collect the credit report fee and the appraisal fee from you prior to closing and if you qualify to have us pay your fees, these fees will be credited back to you at the time of closing of the Line of Credit. We will not waive the fees for excise or transfer taxes, multiple appraisals or appraisal rush fee, flood insurance, condo questionnaire, well or septic inspection fees, final inspection/442 fee, survey fees, or other inspections or services required to underwrite your Line of Credit.

If your Line of Credit does not meet the above criteria, you must also pay certain fees to third parties. These include fees for credit reports, flood certification, appraisers, notary service, wire, county or state recorder or title companies. These fees generally vary by state and loan amount. An example of the ranges are provided below:

\$250,001 - \$700,000

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Arizona:				
Loan Amount Range	Range of fee	Paid By Lender*		
Up to \$250,000	\$865 - \$4,214	\$865 - \$4,214		
\$250,001 - \$700,000	\$2,745 - \$6,450	0.00		
ldaho:				
Loan Amount Range	Range of fee	Paid By Lender*		
Up to \$250,000	\$585- \$3,849	\$585- \$3,849		
\$250,001 - \$700,000	\$2,135 - \$7,579	0.00		
Oregon:				
Loan Amount Range	Range of fee	Paid By Lender*		
Up to \$250,000	\$1,022 - 3,744	\$1,022 - 3,744		
\$250,001 - \$700,000	\$3,295 - \$5,794	0.00		
Nevada:				
Loan Amount Range	Range of fee	Paid By Lender*		
Up to \$250,000	\$795 - \$3,489	\$795 - \$3,489		
\$250,001 - \$700,000	\$1,880 - \$5,589	0.00		
New Mexico:				
Loan Amount Range	Range of fee	Paid By Lender*		
Up to \$250,000	\$1,575- \$4,519	\$1,575- \$4,519		
\$250,001 - \$700,000	\$2,815 - \$7,399	0.00		
Utah and Washington:				
Loan Amount Range	Range of fee	Paid By Lender*		
Up to \$250,000	\$545 - \$3,235	\$545 - \$3,235		

0.00

\$1,926- \$4,894

\*For Lines of Credit where the lien will be the only lien on the residence or the lien will be a second lien and the first lien is also held by WaFd Bank.

If you ask, we will provide you with an itemization of fees you will have to pay to third parties.

**Annual Fee:** We do not charge an annual fee.

**Cancellation Fee:** We will charge a cancellation fee of \$750.00 if you close your Account within the first 3 years after opening the Account.

**Check Fees:** We will provide you with the first set of checks on the Account at no charge. If you need additional checks they will be provided at our then current rate for checks.

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

**Variable Rate Information:** The Line of Credit 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 no other costs.

The Index: The annual percentage rate is based on the value of an index ("Index"). The Index is the Wall Street Journal Prime Rate published in the "Money Rates" section of the Wall Street Journal on the day prior to the adjustment. When the range of rates has been published, the highest of the rates will be used. The Index shall be adjusted monthly on the first day of the month. To determine the annual percentage rate that will apply to your Line of Credit, we may add a margin to the value of the Index. If the Wall Street Journal Prime Rate is no longer available, we will choose a new Index and margin.

Ask us for the current Index value, margin and annual percentage rate. After you open the Account, rate information will be provided on periodic statements that we will send to you.

Rate Changes: The annual percentage rate can change monthly during the Draw Period and monthly during the Repayment Period. The maximum ANNUAL PERCENTAGE RATE that can apply is 17.99%. The minimum ANNUAL PERCENTAGE RATE that can apply is 3.00%. Ext for the 17.99% "cap" and 3.00% minimum rate there is no limit on the amount by which the rate can change during any one-year period.

**Maximum Rate and Payment Examples:** If you had an outstanding balance of \$10,000.00 during the Draw Period, the minimum monthly payment at the maximum ANNUAL PERCENTAGE RATE of 17.99% would be \$149.92. This annual percentage rate could be reached during the first month of the Draw Period.

If you had an outstanding balance of \$10,000.00 at the beginning of the Repayment Period, the minimum monthly payment at the maximum ANNUAL PERCENTAGE RATE OF 17.99% would be \$160.98. This annual percentage rate could be reached during the first month of the Repayment Period.

**Historical Example:** The following table shows how the annual percentage rate and the minimum monthly payments for a single \$10,000.00 credit advance would have changed based on changes in the Index over the past 15 years. The Index values are from September of each year. While only one payment amount is shown per year, payments may vary during each year. The table below assumes that no additional credit advances were taken, that only the minimum payments were made each month, and that the rate remained constant during each year. It does not necessarily indicate how the Index or your payment will change.

Year	Index (%)	Margin (%)	ANNUAL PERCENTAGE RATE (%)	Minimum Monthly Payment (\$)
Draw Period				
2004	4.750	0.000	4.750	39.58
2005	6.750	0.000	6.750	56.25
2006	8.250	0.000	8.250	68.75
2007	7.750	0.000	7.750	64.58
2008	5.000	0.000	5.000	41.67
2009	3.250	0.000	3.250	27.08
2010	3.250	0.000	3.250	27.08
Repayment Period				
2011	3.250	0.000	3.250	70.27
2012	3.250	0.000	3.250	70.27
2013	3.250	0.000	3.250	70.27
2014	3.250	0.000	3.250	70.27
2015	3.250	0.000	3.250	70.27
2016	3.500	0.000	3.500	71.49
2017	4.250	0.000	4.250	75.23
2018	5.000	0.000	5.000	79.08

If you choose the EZ Pay automatic payment method to have your regular Minimum Monthly Payments automatically deducted from deposit account, the ANNUAL PERCENTAGE RATE includes a discount given to you for automatic payments. If the deposit account you authorize for E-Z pay automatic payment is a WaFd Bank Green or Stellar checking account, the ANNUAL PERCENTAGE RATE includes an additional discount given for these WaFd Bank accounts. If the automatic payments are terminated for any reason by anyone, the ANNUAL PERCENTAGE RATE on the Account will increase by 1.00 percentage point effective the first day of the month following the termination. In addition to any applicable rate increase for termination of E-Z Pay automatic payments, if E-Z Pay automatic payments are terminated from a WaFd Bank Green or Stellar checking account, the ANNUAL PERCENTAGE RATE on the Account will increase by a .25 percentage point effective the first day of the month following the termination.

If you do not choose to use the E-Z Pay automatic payments, the Automatic Payments Discount is not applicable to the Account.

Appraisals and Property Valuation Reports for second lien transactions: You have the right to a copy of the appraisal or property valuation report used in connection with your Line of Credit application for credit if one was obtained. If you wish to receive a copy, please write to us at WaFd Bank, Attn: Loan Operations, 425 Pike Street, Seattle, WA 98101. We must hear from you no later than 90 days after we notify you about the actions taken on your Line of Credit application or you withdraw your application.

# WaFd Bank Home Equity Disclosure Important Terms of Our Home Equity Line of Credit

( Disclosures apply to subject property located in **Texas** )

Creditor: WaFd Bank NMLSR 410394

This disclosure contains important information about our Home Equity Line of Credit ("Line"). You should read it carefully and keep a copy for your records. In this disclosure, the words "you" and "your" mean each person applying for the Line and anyone else who will be authorized to use it. The words "we," "us," and "our" mean WaFd Bank.

**Availability of Terms:** To obtain the terms described below, you must submit your Line application within 90 days of receiving this notice. 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 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:**

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 Line; (2) you do not meet the repayment terms; 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, or both if:

(1) the value of the dwelling securing the Line declines significantly below its appraised value for purposes of the Line; (2) we reasonably believe you will not be able to meet the repayment requirements due to a material change in your financial circumstances; (3) you are in default of a material obligation in the agreement; (4) 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 Line; (5) a regulatory agency has notified us that continued advances would constitute an unsafe and unsound business practice; or (6) 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.

Minimum Payment Requirements: You can obtain advances of credit for 10 years (the "draw period"). Payments during the draw period will be due monthly. The minimum monthly payment during the draw period will be the amount of accrued FINANCE CHARGES plus any unpaid fees and charges and unpaid amounts. The minimum monthly payments during the draw period will not reduce the principal that is outstanding on your Line. You may pay the entire balance at any time without penalty, however, you must pay at least the total amount shown on your statement each month. At the end of the draw period, you no longer will be able to obtain advances and must pay the outstanding balance on your Line during the following 15 years (the "repayment period"). Payments during the repayment period will be due monthly. The minimum monthly payment during the repayment period will be the amount sufficient to repay the principal balance of the Line at the end of the draw period plus accrued FINANCE CHARGES in substantially equal payments at the ANNUAL PERCENTAGE RATE then in effect.

Minimum Payment Examples: If you made only the minimum monthly payments and took no other credit advances,

it would take 25 years to pay off a credit advance of \$10,000 at an ANNUAL PERCENTAGE RATE OF 8.25%. During that period, you would make 120 monthly payments of \$68.75, (interest only) followed by 179 payments of \$97.01(principal & interest), and with a final payment of \$98.53.

**Fees And Charges:** To open and maintain a Line, if the request is less than \$250,000 you must pay the following fees to us:

(due at closing)

Document Preparation \$ 700.00

(due at application)

Credit Report Fee \$ 00.00

**Fees And Charges:** To open and maintain a Line, if the request is over \$250,000 you must pay the following fees to us:

#### (due at closing)

,		
Tax Service Fee (range)	\$ 79 up to \$ 109	
Wire Fee	\$ 25.00	
Flood Certification Fee	\$ 16.00	
Appraisal (estimate)	\$ 800.00	
Document Preparation	\$ 700.00	
(due at application)		
Credit Report Fee	\$ 35.00	
(due when incurred)		
Stop Payment Charge	\$ 25	
NSF Fee	\$ 25	
Annual Charge (due each year)	\$ 0	

**Late Charge:** A late charge on any monthly payment not paid within 15 calendar days from the date the payment is due. The amount of the charge will be U.S. \$25.00; provided, however, Holder may not charge this late charge to the extent prohibited by applicable law.

Other Loan Fees and Charges may include fees payable to third parties; you also may have to pay certain other fees to third parties. All third party fees generally total between \$0.00 and \$5,000.00. If you ask, we will give you an itemization of the fees you will have to pay to third parties. If you decide not to open a Line with us after your receipt of this disclosure and the brochure "What You Should Know About Home Equity Lines of Credit," you have a right to a refund of all fees, if any, that you have paid.

You must carry insurance on the property that secures your Line.

Minimum Advance Requirements: The minimum credit advance you can receive is \$4,000.00.

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

Other Products: At this time we have only one type of home equity line of credit product available.

Variable Rate Features: The Line has a variable rate feature, and the ANNUAL PERCENTAGE RATE (corresponding to the periodic rate) and the minimum monthly payment can change as a result. The ANNUAL PERCENTAGE RATE includes only interest and not other costs.

The Index: The ANNUAL PERCENTAGE RATE is based on the value of an index. The index is the Wall Street Journal Prime Rate published in the "Money Rates" section of the Wall Street Journal on the day prior to the adjustment. When the range of rates has been published, the highest of the rates will be used. The Index shall be adjusted monthly on the first day of the month. To determine the annual percentage rate that will apply to your Line of Credit, we may add a margin to the value of the Index. If the Wall Street Journal Prime Rate is no longer available, we will choose a new Index and margin.

**Initial Rate Not Discounted.** The initial ANNUAL PERCENTAGE RATE is not "discounted" and is based on the index and margin used for adjustments. Ask us for the current index value, margin, discount or premium, if applicable, and ANNUAL PERCENTAGE RATE. After you open a Line, rate information will be provided on periodic statements that we send you.

RATE that can apply during the plan is 17.99% or the highest allowable rate for this type of Agreement as determined by applicable state or federal law. The minimum ANNUAL PERCENTAGE RATE that can apply is 3.000%. Except for the maximum and minimum rates, there is no limit on the amount by which the ANNUAL PERCENTAGE RATE can change in any one year period.

**Maximum Rate And Payment Examples:** If you had an outstanding balance of \$10,000 at the beginning of the draw period, the minimum monthly payment at the maximum ANNUAL PERCENTAGE RATE of 17.99% would be \$149.92. The maximum ANNUAL PERCENTAGE RATE during the draw period could be reached immediately.

If you had an outstanding balance of \$10,000 at the beginning of the repayment period, the minimum monthly payment at the maximum ANNUAL PERCENTAGE RATE of 17.99% would be \$160.97. The maximum ANNUAL PERCENTAGE RATE during the repayment period could be reached the first day the repayment period begins.

**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 last 15 years. The index values are from the first business day of January. The table assumes that no additional credit advances were taken, that only the minimum payments were made, and that the ANNUAL PERCENTAGE RATE remained constant during each year. It does not necessarily indicate how the index or your payments would change in the future.

Year	Index (%)	Margin* (%)	ANNUAL PERCENTAGE RATE** (%)	Minimum Monthly Payment (\$)
Draw Period				
2004	4.000	0.000	4.000	33.33
2005	5.250	0.000	5.250	43.75
2006	7.250	0.000	7.250	60.42
2007	8.250	0.000	8.250	68.75
2008	7.250	0.000	7.250	60.42
2009	3.250	0.000	3.250	27.08
2010	3.250	0.000	3.250	27.08
2011	3.250	0.000	3.250	27.08
2012	3.250	0.000	3.250	27.08

2013	3.250	0.000	3.250	27.08
Repayment Period				
2014	3.250	0.000	3.250	70.27
2015	3.250	0.000	3.250	70.27
2016	3.500	0.000	3.500	71.34
2017	3.750	0.000	3.750	72.35
2018	4.500	0.000	4.500	75.17

<sup>\*</sup> This is a margin we have used recently; your margin may be different.

If you choose the EZ Pay automatic payment method to have your regular Minimum Monthly Payments automatically deducted from a WaFd Bank deposit account, the ANNUAL PERCENTAGE RATE includes a discount given to you for automatic payments. If the deposit account you authorize for E-Z pay automatic payment is a WaFd Bank Green or Stellar checking account, the ANNUAL PERCENTAGE RATE includes an additional discount given for these WaFd Bank accounts. If the automatic payments are terminated for any reason by anyone, the ANNUAL PERCENTAGE RATE on the Account will increase by 1.00 percentage point effective the first day of the month following the termination. In addition to any applicable rate increase for termination of E-Z Pay automatic payments, if E-Z Pay automatic payments are terminated from a WaFd Bank Green or Stellar checking account, the ANNUAL PERCENTAGE RATE on the Account will increase by a .25 percentage point effective the first day of the month following the termination.

If you do not choose to use the E-Z Pay automatic payments, the Automatic Payments Discount is not applicable to the Account.

Appraisals and Property Valuation Reports for second lien transactions: You have the right to a copy of the appraisal or property valuation report used in connection with your Line of Credit application for credit. If you wish to receive a copy, please write to us at WaFd Bank, Attn: Loan Operations, 425 Pike Street, Seattle, WA 98101. We must hear from you no later than 90 days after we notify you about the actions taken on your Line of Credit application or you withdraw your application.

<sup>\*\*</sup>The maximum ANNUAL PERCENTAGE RATE for purposes of this table is 17.99%; your maximum ANNUAL PERCENTAGE RATE may be different. The minimum ANNUAL PERCENTAGE RATE for purposes of this table is 3.000%; your minimum ANNUAL PERCENTAGE RATE may be different.