# **COMMANDCREDIT PLUS® APPLICATION DISCLOSURE** IMPORTANT TERMS of our HOME EQUITY LINE OF CREDIT

This disclosure contains important information about our home equity line of credit. You should read it carefully and keep a copy for your records. In this disclosure, "you" and "your" refer to you, the applicant, and all other persons applying for the line of credit agreement as co-applicants. "We," "us," "our," and "TCF" refer to TCF National Bank.

**Availability of Terms.** All of the terms described below are subject to change. If these terms change (other than the annual percentage rate due to changes in the 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 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 account, require you to pay us the entire outstanding balance in one payment, and charge you certain fees if:

- ou engage in fraud or material misrepresentation in connection with the 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 line declines significantly below its appraised value for purposes of the line. We reasonably believe that you will not be able to meet the repayment requirements due to a material change in your financial
- 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 permitted under the agreement 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.

The Account, Advances, Draw Period and Repayment Period. You can obtain advances of credit for approximately 10 years from the date of the agreement (the "draw period"). After the draw period ends you will no longer be able to obtain advances and must repay the balance over 20 years (the "repayment period").

**Minimum Payment Requirements: Draw Period.** During the draw period, payments will be due monthly. Your minimum monthly payment will equal the greater of \$50 or the interest that has accrued on the outstanding balance during the preceding billing cycle. If the account balance is less than the minimum monthly payment, as calculated above, then your monthly payment will equal your account balance. Your minimum payments during the draw period may not reduce the principal that is outstanding on your line.

**Minimum Payment Requirements: Repayment Period.** During the repayment period, payments will be due monthly. Your minimum monthly payment will equal the greater of \$100 or the amount determined at the start of the repayment period and each annual anniversary thereafter that would be large enough to repay the principal balance, interest, and unpaid interest since the last payment change date in full by the final payment due date.

During the repayment period, the minimum payment may not be enough to cover all your interest if the index increases after the payment change date. On the final payment due date, you must pay any remaining account balance. This payment may be substantially higher than your regular monthly payment and is sometimes referred to as a "balloon" payment.

**Time to Repay Example.** If the **ANNUAL PERCENTAGE RATE** was 5.24%, and you made only the minimum monthly payments during the repayment period, it would take 19 years and 7 months to pay off a credit advance of \$10,000. During that period, you would make 120 monthly payments of \$50 followed by 114 payments of \$100 and one final payment of \$63.31.

### Maximum Rate and Payment Examples

If you had an outstanding balance of \$10,000 during the draw period, the minimum monthly payment at the maximum **ANNUAL PERCENTAGE RATE** of **18.00%** would be \$152.88. This annual percentage rate could be reached the day you close your loan. If you had an outstanding balance of \$10,000 during the repayment period, the minimum monthly payment at the maximum **ANNUAL PERCENTAGE RATE** of **18.00%** would be \$154.33. This annual percentage rate could be reached the day you close your loan.

## **Fees and Charges**

Fees to Us. To open and maintain a line of credit, you must pay us an annual maintenance fee of \$75 (due each year).

**Third Party Fees.** You also must pay certain fees to third parties (for example, appraisers, county recorders or title companies) to open the line of credit. These fees generally total between \$501 and \$3,190. You may also be required to pay mortgage taxes to recorders or other state and municipal governments ranging from \$12 to \$1,300. If you ask, we will give you an itemization of the fees you will have to pay to third parties.

In addition, you must carry insurance on the property that secures this line of credit.

Minimum Draw and Balance Requirements. There is no minimum credit advance requirement. You do not have to maintain any minimum outstanding balance.

**Maximum Number and Dollar Amount of Transaction Limitations.** Transactions with your CommandLine® Card are subject to the following daily limits: (1) a maximum of 10 transactions per day; (2) a maximum of \$10,000 or your available credit limit, whichever is less; and (3) a maximum of \$500 or your available credit limit, whichever is less, at automated teller machines.

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

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

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 not other costs. The annual percentage rate is based on the value of an index. The index is the highest U.S. prime rate published during each billing cycle in The Wall Street Journal under "Money Rates." To determine the annual percentage rate that will apply to your line of credit, we add or subtract a margin to or from the value of the index. Ask us for the current index value, margin and annual percentage rate. After you open a credit line, we will provide rate information on your periodic statements. your periodic statements.

Rate Changes, Maximum and Minimum Rates. The annual percentage rate can change as of the first day of each billing cycle, which means that the rate can change approximately once each month depending on the highest index value in the billing cycle. The maximum ANNUAL PERCENTAGE RATE (the "cap") that can apply is 18.00%. The minimum ANNUAL PERCENTAGE RATE (the "floor") that can apply is 0.51 percentage points below your initial interest rate, or 4.99%, whichever is greater, unless your initial interest rate is less than 4.99%; then your minimum interest rate will be equal to your initial interest rate. Except for the cap and the floor, there is no limit on the amount by which the rate can change during any period.

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**Historical Examples:** The table below shows how the annual percentage rate and minimum monthly 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 the highest for the month of July of each year. While only one payment amount per year is shown, payments would have varied during each year.

The table 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 payments will change in the future

Year	Index (%)	Margin <sup>a</sup> (%)	ANNUAL PERCENTAGE RATE	Minimum Monthly Payment <sup>b</sup> (\$)	
raw Perio	d:				
1998	8.50	1.99	10.49	89.09	
1999	8.00	1.99	9.99	84.85	
2000	9.50	1.99	11.49	97.32 <sup>(d)</sup>	
2001	6.75	1.99	9.98 <sup>(c)</sup>	84.76	
2002	4.75	1.99	9.98 <sup>(c)</sup>	84.76	
2003	4.00	1.99	9.98 <sup>(c)</sup>	84.76	
2004	4.25	1.99	9.98 (c)	84.53 <sup>(d)</sup>	
2005	6.25	1.99	9.98 <sup>(c)</sup>	84.76	
2006	8.25	1.99	10.24	86.97	
2007	8.25	1.99	10.24	86.97	
epayment	Period:				
2008	5.00	1.99	9.98 <sup>(c)</sup>	100.00 <sup>(e)</sup>	
2009	3.25	1.99	9.98 <sup>(c)</sup>	100.00 <sup>(e)</sup>	
2010	3.25	1.99	9.98 <sup>(c)</sup>	100.00 <sup>(e)</sup>	
2011	3.25	1.99	9.98 <sup>(c)</sup>	100.00 <sup>(e)</sup>	
2012	3.25	1.99	9.98 <sup>(c)</sup>	100.00 <sup>(e)</sup>	

- This is a margin we have used recently.

  Minimum payments. These payment disclosures are based on a 31-day month.

  This rate reflects the minimum interest rate, which is 0.51 percentage points (0.51%) below your initial interest rate, or 4.99%, whichever is greater, unless your initial interest rate is less than 4.99%; then your minimum interest rate will be equal to your initial interest rate. Your minimum interest rate may be different depending on your initial interest rate.
- This payment is based on a 366-day year.
- (e) This payment is based on the minimum monthly payment during the repayment period.

#### ADDITIONAL DISCLOSURES

**Insurance and Appraisal:** We require hazard insurance on the property that secures your line of credit. You may purchase hazard insurance from any company you want that is authorized to do business in the state where the property is located and is otherwise reasonably acceptable to us. You are not required to obtain hazard insurance from or through us or anyone affiliated with us.

We may require title insurance, up to the amount of your credit limit, covering us against defects in title to the property. You may choose the title insurance company we use as long as it is authorized to do business in the state where the property is located and is otherwise reasonably acceptable to us. We will select the title insurance company if you do not. You are not required to obtain title insurance from or through us or anyone affiliated with us.

We may require an independent appraisal of the property's value. We will select an appraiser from the list of approved appraisers that we maintain pursuant to the Financial Institutions Reform, Recovery, and Enforcement Act of 1989. You are not required to obtain an appraisal from us or anyone affiliated with us.

Right to Receive Appraisal or Property Valuation Report: If we require an appraisal or property valuation report in connection with your application for credit, you have the right to a copy of the appraisal or property valuation report. If you want a copy, please write to us at:

TCF NATIONAL BANK MAIL CODE 001-04-A 801 MARQUETTE AVE MINNEAPOLIS MN 55402

To request a copy of the appraisal or property valuation report, we must hear from you no later than 90 days after we notify you about the action taken on your credit application or you withdraw your application. In your letter, give us the following information:

- Your name and address.
- The date you applied for your loan.
  The address or location of the office where you applied for your loan. 3.

If you request a copy of the appraisal or property valuation report, and before we send you a copy, we will require you to pay the actual costs of the appraisal or property valuation report and copying fees.

### **ACKNOWLEDGEMENT**

(TO BE SIGNED ONLY IF DISCLOSURES ARE PROVIDED AS PART OF A FACE-TO-FACE APPLICATON)

Date

By signing below, you acknowledge that you requested an application form for a home equity line of credit on the date indicated below and that you received a copy of this CommandCredit Plus Application Disclosure and the booklet "What You Should Know About Home Equity Lines of Credit" on that date. Signature Signature

Date

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I certify that TCF	received a home equity line of credit application from
on Credit" to the app	, and that I mailed a copy of this Disclosure and the booklet "What You Should Know About Home Equity Lines of licant on .
	(Signature of person who mailed items)
Loan Originator's	Registry Number:

RLU Date Time 099669 08/20/2013