

# HOME EQUITY PLAN - VARIABLE- INTEREST ONLY

GERMAN AMERICAN BANK  
MAIN ST, JASPER OFFICE  
711 MAIN STREET  
P.O. BOX 810  
JASPER, IN 47546

Origination Co. NMLSR ID: 446859  
Origination Co. State ID: (IN) 446859

## IMPORTANT TERMS OF OUR HOME EQUITY PLAN - VARIABLE- INTEREST ONLY

**This disclosure contains important information about our The Smartest Home Equity Line of Credit (Equity Express) (the "Plan" or the "Credit Line"). You should read it carefully and keep a copy for your records.**

**AVAILABILITY OF TERMS.** All of the terms of the Plan described herein are subject to change. If any of 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.** Under this Plan, we have the following rights:

**Termination and Acceleration.** We can terminate the Plan and require you to pay us the entire outstanding balance in one payment, and charge you certain fees, if any of the following happens:

- (a) You commit fraud or make a material misrepresentation at any time in connection with the Plan. This can include, for example, a false statement about your income, assets, liabilities, or any other aspect of your financial condition.
- (b) You do not meet the repayment terms of the Plan.
- (c) Your action or inaction adversely affects the collateral for the Plan or our rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a senior lien on the dwelling without our permission, foreclosure by the holder of another lien or the use of funds or the dwelling for prohibited purposes.

**Suspension or Reduction.** In addition to any other rights we may have, we can suspend additional extensions of credit or reduce your credit limit during any period in which any of the following are in effect:

- (a) The value of your dwelling declines significantly below the dwelling's appraised value for purposes of the Plan. This includes, for example, a decline such that the initial difference between the credit limit and the available equity is reduced by fifty percent and may include a smaller decline depending on the individual circumstances.
- (b) We reasonably believe that you will be unable to fulfill your payment obligations under the Plan due to a material change in your financial circumstances.
- (c) You are in default under any material obligation of the Plan. We consider all of your obligations to be material. Categories of material obligations include, but are not limited to, the events described above under Termination and Acceleration, obligations to pay fees and charges, obligations and limitations on the receipt of credit advances, obligations concerning maintenance or use of the dwelling or proceeds, obligations to pay and perform the terms of any other deed of trust, mortgage or lease of the dwelling, obligations to notify us and to provide documents or information to us (such as updated financial information), obligations to comply with applicable laws (such as zoning restrictions).
- (d) We are precluded by government action from imposing the annual percentage rate provided for under the Plan.
- (e) The priority of our security interest is adversely affected by government action to the extent that the value of the security interest is less than 120 percent of the credit limit.
- (f) We have been notified by governmental authority that continued advances may constitute an unsafe and unsound business practice.
- (g) The maximum annual percentage rate under the Plan is reached.

**Change in Terms.** We may make changes to the terms of the Plan if you agree to the change in writing at that time, if the change will unequivocally benefit you throughout the remainder of the Plan, or if the change is insignificant (such as changes relating to our data processing systems).

**Fees and Charges.** In order to open and maintain an account, you must pay certain fees and charges.

**Lender Fees.** The following fees must be paid to us:

Description	Amount	When Charged
NSF Handling Fee:	\$20.00	At the time a payment is returned to us for non-sufficient funds
Check Printing Charge:	as charged by the printer	At the time you order Equity Express Checks

**Late Charge.** Your payment will be late if it is not received by us within **10 days after the "Payment Due Date" shown on your periodic statement.** If your payment is late we may charge you \$25.00.

**Third Party Fees.** You must pay certain fees to third parties such as appraisers, credit reporting firms, and government agencies.

These third party fees generally total between \$0.00 and \$500.00. Upon request, we will provide you with an itemization of the fees you will have to pay to third parties.

**PROPERTY INSURANCE.** You must carry insurance on the property that secures the Plan.

**MINIMUM PAYMENT REQUIREMENTS.** You can obtain advances of credit during the following period: 10 years or until this agreement is terminated by the borrower or the lender or suspended by the lender (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. If you make only the minimum payments, you may not repay any of the principal balance by the end of this payment stream. Your payments will be due monthly. 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.

**MINIMUM PAYMENT EXAMPLE.** 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 4.000%. During that period, you would make 119 monthly payments ranging from \$30.68 to \$33.97 and one final payment of \$10,033.97.

**TRANSACTION REQUIREMENTS.** The following transaction limitations will apply to the use of your Credit Line:

**Credit Line Equity Express Check, Telephone Request, Request By Mail, In Person Request and Online Banking Limitations.** The following transaction limitations will apply to your Credit Line and the writing of Equity Express Checks, requesting an advance by telephone, requesting an advance by mail, requesting an advance in person and accessing by other methods.

**Minimum Advance Amount.** The minimum amount of any credit advance that can be made on your Credit Line is \$500.00. This means any Equity Express Check must be written for at least the minimum advance amount.

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

**VARIABLE RATE FEATURE.** The Plan has a variable rate feature. The ANNUAL PERCENTAGE RATE (corresponding to the periodic rate), and the minimum payment amount can change as a result. The ANNUAL PERCENTAGE RATE does not include costs other than interest.

**THE INDEX.** The annual percentage rate is based on the value of an index (referred to in this disclosure as the "Index"). The Index is the Prime Rate as published from time to time. Information about the Index is available or published in the Wall Street Journal. We will use the most recent Index value available to us as of the rate change date for any annual percentage rate adjustment.

**ANNUAL PERCENTAGE RATE.** To determine the Periodic Rate that will apply to your account, we add a margin to the value of the Index, then

# HOME EQUITY PLAN - VARIABLE- INTEREST ONLY (Continued)

divide the value by 365 days. To obtain the ANNUAL PERCENTAGE RATE we multiply the Periodic Rate by the number of days in a year (366 during leap years). This result is the **ANNUAL PERCENTAGE RATE**. A change in the Index rate generally will result in a change in the ANNUAL PERCENTAGE RATE. However, if the Index rate change since the previous adjustment is less than 0.125%, the ANNUAL PERCENTAGE RATE will not change. The amount that your ANNUAL PERCENTAGE RATE may change also may be affected by the lifetime annual percentage rate limits, as discussed below.

Please ask us for the current Index value, margin, discount and annual percentage rate. After you open a credit line, rate information will be provided on periodic statements that we send you.

**FREQUENCY OF ANNUAL PERCENTAGE RATE ADJUSTMENTS.** Your ANNUAL PERCENTAGE RATE can change on the first day of each calendar month. There is no limit on the amount by which the annual percentage rate can change during any one year period. However, under no circumstances will your ANNUAL PERCENTAGE RATE exceed 21.000% per annum or, go below 4.000% per annum at any time during the term of the Plan.

**MAXIMUM RATE AND PAYMENT EXAMPLE.** If you had an outstanding balance of \$10,000.00, the minimum payment at the maximum ANNUAL PERCENTAGE RATE of 21.000% would be \$178.36. This ANNUAL PERCENTAGE RATE could be reached at the time of the 1st payment.

**PREPAYMENT.** AN EARLY TERMINATION FEE OF \$399.00 WILL BE ASSESSED IF YOUR LINE CLOSES WITHIN 24 MONTHS OF THE OPENING DATE.

**HISTORICAL EXAMPLE.** 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 2007 to 2021. The Index values are from the following reference period: as of the last business day in January. 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 payments were 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 (as of the last business day in January)	Index (Percent)	Margin (1) (Percent)	ANNUAL PERCENTAGE RATE	Monthly Payment (Dollars)
2007.....	8.250.....	0.000	8.250	70.07
2008.....	6.000.....	0.000	6.000	50.96
2009.....	3.250.....	0.000	4.000 (8)	33.97
2010.....	3.250.....	0.000	4.000 (8)	33.97
2011.....	3.250.....	0.000	4.000 (8)	33.97
2012.....	3.250.....	0.000	4.000 (8)	33.97
2013.....	3.250.....	0.000	4.000 (8)	33.97
2014.....	3.250.....	0.000	4.000 (8)	33.97
2015.....	3.250.....	0.000	4.000 (8)	33.97
2016.....	3.500.....	0.000	4.000 (8)	33.97
2017.....	3.750.....	0.000	4.000 (8)	33.97
2018.....	4.500.....	0.000	4.500	33.97
2019.....	5.500.....	0.000	5.500	33.97
2020.....	4.750.....	0.000	4.750	33.97
2021.....	3.250.....	0.000	4.000 (8)	33.97

(1) This is a margin we have used recently; your margin may be different.  
(8) This A.P.R. reflects a 4.000 percent floor.

**MARGIN DEFINITIONS.**

Your margin will be determined at the time of application by using a combination of your credit score and loan to value as determined by total outstanding debts secured by your home divided by the valuation we obtain on your home. You could potentially have a margin between 0% and 1.5%. See below for margin examples:

- LTV <80% credit score 720+ Margin = 0%
- LTV <80% credit score 680 to 719 Margin = .25%
- LTV <80% credit score 660 to 679 Margin = 1.00%
- LTV >80% credit score 720+ Margin = .50%
- LTV >80% credit score 680 to 719 Margin = .75%
- LTV >80% credit score 660 to 679 Margin = 1.50%

**INITIAL ANNUAL PERCENTAGE RATE INFORMATION.**

The initial annual percentage rate for NEW money is “discounted”—it is not based on the index and margin used for later rate adjustments. New money does not include existing balances carried over from any German American loan or line of credit that has not matured. The initial discounted rate will be in effect for 90 days. This Initial Discounted Rate will only apply to new money. New money does not include existing balances carried over from any German American loan or line of credit that has not matured. Any existing balances transferred from another German American loan or line of credit will remain at its then-current interest rate at the time of the transfer for 90 days, then convert to a variable rate in accordance with the terms and conditions provided above in the ANNUAL PERCENTAGE RATE Section. In your credit agreement, if you are carrying over balances from a German American loan or line of credit that has not matured, your interest rate for new money and for the balances you transfer to the new line of credit will be referred to as a “Premium Rate”. If you are not carrying over a balance from another German American loan or line of credit that has not matured, the rate will be referred to as a “Discounted Rate”. In both instances, any new money drawn on this new line of credit will have 0% interest rate for 90 days. **PLEASE NOTE: If you refinance or renew this Line of Credit with German American during the Discount or Premium Rate Period, the balance refinanced will not qualify for any other Discount or Premium Rate. Interest on the balance refinanced will instead accrue interest at the current variable rate index (plus margin, if applicable) as of the day you renew/refinance it.**

**INTEREST RATE FLOOR.**

The interest rate floor noted above in the historical example is based on the most recent 15 years of variable rate data and therefore may be higher than your actual floor in your HELOC. For HELOCs where the interest rate is calculated by adding a margin to the index: Your interest rate floor will be your interest rate minus 0.25%. For HELOCs with no margin added to the index, your interest rate floor will be your initial interest rate on the HELOC.

**APPRAISAL NOTICE (APPLICABLE TO FIRST LIEN INTEREST ONLY).**

We may order an appraisal to determine the property's value and charge you for this appraisal. We will promptly give you a copy of any appraisal, even if your loan does not close. You can pay for an additional appraisal for your own use at your own cost.

---

**BORROWER ACKNOWLEDGMENT**

The Borrower, after having read the contents of the above disclosure, acknowledges receipt of this Disclosure Statement and further acknowledges that this Disclosure was completed in full prior to its receipt. The Borrower also acknowledges receipt of the handbook entitled "What you should know about Home Equity Lines of Credit".

**BORROWER:**

X \_\_\_\_\_  
Borrower Date

X \_\_\_\_\_  
Borrower Date