



CUSTOMER APPLICATION CHECKLIST

(Execuline: Home Equity Line of Credit)

Please submit the items indicated below.

| | |
|--------------------------|---|
| <input type="checkbox"/> | Complete the <i>Home Equity Loan Application</i> in its entirety. |
| <input type="checkbox"/> | Retain the <i>Important Terms of Our Home Equity Line of Credit</i> and <i>CFPB: What you should know about home equity lines of credit</i> disclosures for your records. |
| <input type="checkbox"/> | Full Time Hourly/Salary Income: Copies of at least 30 days of recent pay stubs for each applicant and previous two year's W-2's |
| <input type="checkbox"/> | Part Time Hourly/Salary Income: Copies of at least 30 days of recent pay stubs for each applicant and previous two year's W-2's |
| <input type="checkbox"/> | Retirement/Social Security Income: Benefit award letter, two years 1099's and most recent quarterly retirement statement with all attached pages |
| <input type="checkbox"/> | Self-Employment/Rental Income: <input type="checkbox"/> Two years personal tax returns with all attached schedules <input type="checkbox"/> Two years business tax returns with all attached schedules and K1's (if applicable) <input type="checkbox"/> Signed year-to-date profit and loss statement for most recent month end <input type="checkbox"/> Most recent three months business account(s) statements <input type="checkbox"/> Current signed lease agreement for all rental properties |
| <input type="checkbox"/> | Copy of your first mortgage document (deed of trust if in Missouri), if loan is not held with Capitol Federal. |
| <input type="checkbox"/> | Copy of your first mortgage statement, if loan is not held with Capitol Federal. |
| <input type="checkbox"/> | Copy of your closing disclosure/settlement statement if property has been owned less than one year. |
| <input type="checkbox"/> | If the property securing this loan is under the ownership of a trust, please notify the Loan Originator. A Certification of Trust will be required, in lieu of providing a copy of the Trust agreement. |

Thank you for choosing Capitol Federal® for your loan! Our goal is to provide you with our very best service, along with products that assist in achieving your financial goals.

Please contact us at 1-888-8CAPFED with any questions you may have.



IMPORTANT TERMS OF OUR HOME EQUITY LINE OF CREDIT

| | |
|-------------------|---|
| Property Address: | Lender: Capitol Federal Savings Bank NMLS Company Identifier: 401936 NMLS Originator Identifier: |
| Loan Number: | |

This disclosure contains important information about our home equity line of credit ("Account"). You should read it carefully and keep a copy for your records.

Availability of Terms: All of the terms described below are subject to change. If these terms change (other than the Annual Percentage Rate) and you decide, as a result, not to enter into an Agreement with us, you are entitled to a refund of any fees you paid to us or anyone else in connection with your application.

Security Interest: We will take a security interest in your home (collateral). 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:

- You engage in fraud or material misrepresentation in connection with the Account, and/or
- You do not meet the repayment terms, and/or
- 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 Account declines significantly below its appraised value for purposes of the Account, and/or
- We reasonably believe you will not be able to meet the repayment requirements due to a material change in your financial circumstances, and/or
- You are in default of a material obligation in the Agreement, and/or
- 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, and/or
- The maximum Annual Percentage Rate is reached, and/or
- A regulatory agency has notified us that continued advances would constitute an unsafe and unsound Practice.

As provided in the initial Agreement, we can make 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 7 years (the "Draw Period"). During the Draw Period, payments will be due monthly. Your minimum monthly payment will be equal to the greater of 1.500% of the outstanding principal balance of your Account as of the closing date of each billing statement or \$50.00, unless your unpaid balance is less than the latter amount, in which case your minimum payment will be that amount.

After the draw period ends, you will no longer be able to obtain credit advances and must repay the outstanding balance over 10 years (the "Repayment Period"). During the Repayment Period, payments will be due monthly.

Your minimum monthly payment during the Repayment Period will be determined based upon the outstanding balance of your Account at the beginning of the Repayment Period. We will use the interest in effect at the beginning of the Repayment Period to calculate equal monthly payments which will fully amortize your Account.

Minimum Payment Example: If you made only the minimum monthly payments and took no other credit advances, it would take 17.00 years to pay off a credit advance of \$10,000.00 at an ANNUAL PERCENTAGE RATE of 9.000%. During the Draw Period, you would make 84 monthly payments varying between \$150.00 and \$80.30. During the Repayment Period, you would make 120 monthly payments of \$67.31.

Fees and Charges: To open and maintain an account, you must pay the following fees:

| | | |
|------------------|--------|---|
| Application Fee: | \$0.00 | (due at application) |
| Origination Fee: | \$0.00 | (due when account is opened) |
| Annual Fee: | \$0.00 | (due each year beginning on the first anniversary of opening the account) |

You may also be required to pay certain fees to third parties to open an Account. These fees generally total between \$0.00 and \$500.00. If you ask, we will give you an itemization of the fees you will have to pay to third parties.

A recapture fee of \$150.00 may be assessed if the Account is paid off and closed less than three years from the origination date of the Account.

Lender is not obligated to accept a credit advance that will increase the outstanding principal balance above the credit limit. In the event Lender accepts a credit advance that increases the outstanding principal balance above the credit limit, the Lender may assess an "over the credit limit fee" of \$25.00.

Minimum Draw Requirement: There is no minimum amount for a credit advance for the Account.

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

Variable Rate Feature: The Account 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 no other costs. The Annual Percentage Rate is based on the value of an index. The Index is Prime (WSJ) and is published in the Wall Street Journal. To determine the Annual Percentage Rate that will apply to your Account, we add a margin to the value of the index. Ask us for the current index value, margin, and Annual Percentage Rate. After you open an Account, rate information will be provided on periodic statements that we provide to you.

Rate Changes: The Annual Percentage Rate can change monthly. The maximum ANNUAL PERCENTAGE RATE that can apply is 18.00%. Apart from this rate "cap," there is no limit on the amount by which the rate can change during any one-year period, except that under no circumstances will the rate ever be less than 4.000% per annum.

Maximum Rate and Payment Examples: If the ANNUAL PERCENTAGE RATE during the Draw Period equaled the 18.00% maximum and you had an outstanding balance of \$10,000.00, the minimum monthly payment would be \$150.00. This maximum 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 18.00% would be \$180.19. 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 the last business day of July of each year. While only one payment amount per year is shown, payments during the Repayment Period would have varied during each year. The table assumes an outstanding balance of \$10,000.00, no additional credit advances were taken, that only the minimum payments were made, 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* | ANNUAL PERCENTAGE RATE | Minimum Periodic Payment |
|------|--------|---------|------------------------|--------------------------|
| 2009 | 3.250% | 0.500% | 4.000% | \$150.00 |
| 2010 | 3.250% | 0.500% | 4.000% | \$130.30 |
| 2011 | 3.250% | 0.500% | 4.000% | \$113.18 |
| 2012 | 3.250% | 0.500% | 4.000% | \$98.31 |
| 2013 | 3.250% | 0.500% | 4.000% | \$85.40 |
| 2014 | 3.250% | 0.500% | 4.000% | \$74.18 |
| 2015 | 3.250% | 0.500% | 4.000% | \$64.44 ^{1/} |
| 2016 | 3.500% | 0.500% | 4.000% | \$37.78 |
| 2017 | 4.250% | 0.500% | 4.750% | \$39.00 |
| 2018 | 5.000% | 0.500% | 5.500% | \$40.11 |
| 2019 | 5.250% | 0.500% | 5.750% | \$40.44 |
| 2020 | 3.250% | 0.500% | 4.000% | \$38.45 |
| 2021 | 3.250% | 0.500% | 4.000% ** | \$38.45 |
| 2022 | 5.500% | 0.500% | 6.000% | \$40.00 |
| 2023 | 8.500% | 0.500% | 9.000% | \$41.81 |

* This is a margin we have used recently.

** This rate reflects the lifetime floor.

^{1/} Draw period ends after the 7th year.

By signing below, you hereby acknowledge receipt of this "Important Terms of Our Home Equity Line of Credit" Disclosure and a copy of the Consumer Financial Protection Bureau brochure "What You Should Know About Home Equity Lines of Credit" on the date indicated next to your signature.

ACKNOWLEDGEMENT OF RECEIPT

I/we received a copy of this notice.

Borrower Date

Co-Borrower Date

WHAT YOU SHOULD KNOW ABOUT

Home Equity Lines of Credit (HELOC)

Borrowing from the
value of your home



Consumer Financial
Protection Bureau



An official publication of the U.S. government

How to use the booklet

When you and your lender discuss home equity lines of credit, often referred to as HELOCs, you receive a copy of this booklet. It helps you explore and understand your options when borrowing against the equity in your home.

You can find more information from the Consumer Financial Protection Bureau (CFPB) about home loans at [cfpb.gov/mortgages](https://www.cfpb.gov/mortgages). You'll also find other mortgage-related CFPB resources, facts, and tools to help you take control of your borrowing options.

About the CFPB

The CFPB is a 21st century agency that implements and enforces federal consumer financial law and ensures that markets for consumer financial products are fair, transparent, and competitive.

This pamphlet, titled What you should know about home equity lines of credit, was created to comply with federal law pursuant to 15 U.S.C. 1637a(e) and 12 CFR 1026.40(e).

How can this booklet help you?

This booklet can help you decide whether home equity line of credit is the right choice for you, and help you shop for the best available option.

A home equity line of credit (HELOC) is a loan that allows you to borrow, spend, and repay as you go, using your home as collateral.

Typically, you can borrow up to a specified percentage of your equity. Equity is the value of your home minus the amount you owe on your mortgage.

Consider a HELOC if you are confident you can keep up with the loan payments. If you fall behind or can't repay the loan on schedule, you could lose your home.

After you finish this booklet:

- You'll understand the effect of borrowing against your home
- You'll think through your borrowing and financing options, besides a HELOC
- You'll see how to shop for your best HELOC offer
- You'll see what to do if the economy or your situation changes

Compare a HELOC to other money sources

Before you decide to take out a HELOC, it might make sense to consider other options that might be available to you, like the ones below.

TIP

Renting your home out to other people may be prohibited under the terms of your line of credit.

| MONEY SOURCE | HOW MUCH CAN YOU BORROW | VARIABLE OR FIXED RATE | IS YOUR HOME AT RISK? | TYPICAL ADVANTAGES | TYPICAL DISADVANTAGES |
|---|---|------------------------|-----------------------|---|---|
| HELOC <i>You borrow against the equity in your home</i> | Generally a percentage of the appraised value of your home, minus the amount you owe on your mortgage | Variable, typically | Yes | Continue repaying and borrowing for several years without additional approvals or paperwork | Repayment amount varies; repayment is often required when you sell your home |
| SECOND MORTGAGE OR HOME EQUITY LOAN <i>You borrow against the equity in your home</i> | Generally a percentage of the appraised value of your home, minus the amount you owe on your mortgage | Fixed | Yes | Equal payments that pay off the entire loan | If you need more money, you need to apply for a new loan; repayment is often required when you sell your home |
| CASH-OUT REFINANCE <i>You replace your existing mortgage with a bigger mortgage and take the difference in cash</i> | Generally a percentage of the appraised value of your home; the amount of your existing loan plus the amount you want to cash out | Variable or fixed | Yes | Continue to make just one mortgage payment | Closing costs are generally higher; it may take longer to pay off your mortgage; interest rate may be higher than your current mortgage |
| PERSONAL LINE OF CREDIT <i>You borrow based on your credit, without using your home as collateral</i> | Up to your credit limit, as determined by the lender | Variable, typically | No | Continue repaying and borrowing for several years without additional approvals or paperwork | Solid credit is required; you may need to pay the entire amount due once a year; higher interest rate than a loan that uses your home as collateral |

Compare a HELOC to other money sources

| MONEY SOURCE | HOW MUCH CAN YOU BORROW | VARIABLE OR FIXED RATE | IS YOUR HOME AT RISK? | TYPICAL ADVANTAGES | TYPICAL DISADVANTAGES |
|---|---|--------------------------|-----------------------|--|--|
| RETIREMENT PLAN LOAN <i>You borrow from your retirement savings in a 401(k) or similar plan through your current employer</i> | Generally, up to 50% of your vested balance or \$50,000, whichever is less | Fixed | No | Repay through paycheck deductions; paperwork required but no credit check and no impact on your credit score | If you leave or lose your job, repay the whole amount at that time or pay taxes and penalties; spouse may need to consent |
| HOME EQUITY CONVERSION MORTGAGE (HECM) <i>You must be age 62 or older, and you borrow against the equity in your home</i> | Depends on your age, the interest rate on your loan, and the value of your home | Fixed or variable | Yes | You don't make monthly loan payments—instead, you typically repay the loan when you move out, or your survivors repay it after you die | The amount you owe grows over time; you might not have any value left in your home if you want to leave it to your heirs |
| CREDIT CARD <i>You borrow money from the credit card company and repay as you go</i> | Up to the amount of your credit limit, as determined by the credit card company | Fixed or variable | No | No minimum purchase; consumer protections in the case of fraud or lost or stolen card | Higher interest rate than a loan that uses your home as collateral |
| FRIENDS AND FAMILY <i>You borrow money from someone you are close to</i> | Agreed on by the borrower and lender | Variable, fixed or other | No | Reduced waiting time, fees, and paperwork compared to a formal loan | Forgiven loans and unreported or forgiven interest can complicate taxes, especially for large loans; can jeopardize important personal relationships if something goes wrong |

How HELOCs work

PREPARE FOR UP-FRONT COSTS

Some lenders waive some or all of the up-front costs for a HELOC. Others may charge fees. For example, you might get charged:

- A fee for a property **appraisal**, which is a formal estimate of the value of your home
- An application fee, which might not be refunded if you are turned down
- Closing costs, including fees for attorneys, title search, mortgage preparation and filing, property and title insurance, and taxes

PULL MONEY FROM YOUR LINE OF CREDIT

Once approved for a HELOC, you can generally spend up to your credit limit whenever you want. When your line of credit is open for spending, you are in the **borrowing period**, also called the **draw period**. Typically, you use special checks or a credit card to draw on your line. Some plans require you to borrow a minimum amount each time (for example, \$300) or keep a minimum amount outstanding. Some plans require you to take an initial amount when the credit line is set up.

MAKE REPAYMENTS DURING THE “DRAW PERIOD”

Some plans set a minimum monthly payment that includes a portion of the **principal** (the amount you borrow) plus accrued interest. The portion of your payment that goes toward principal typically does not repay the principal by the end of the term. Other plans may allow payment of the interest only, during the draw period, which means that you pay nothing toward the principal.

If your plan has a variable interest rate, your monthly payments may change even if you don't draw more money.

ENTER THE “REPAYMENT PERIOD”

Whatever your payment arrangements during the draw period—whether you pay some, a little, or none of the principal amount of the loan—when the draw period ends you enter a repayment period. Your lender may set a schedule so that you repay the full amount, often over ten or 15 years.

Or, you may have to pay the entire balance owed, all at once, which might be a large amount called a **balloon payment**. You must be prepared to make this **balloon payment** by refinancing it with the lender, getting a loan from another lender, or some other means. If you are unable to pay the balloon payment in full, you could lose your home.

RENEW OR CLOSE OUT THE LINE OF CREDIT

At the end of the repayment period, your lender might encourage you to leave the line of credit open. This way you don't have to go through the cost and expense of a new loan, if you expect to borrow again. Be sure you understand if annual maintenance fees or other fees apply, even if you are not actively using the credit line.

TIP

If you sell your home, you are generally required to pay off your HELOC in full immediately. If you are likely to sell your home in the near future, consider whether or not to pay the up-front costs of setting up a line of credit.



GET THREE HELOC ESTIMATES

Shopping around lets you compare costs and features, so you can feel confident you're making the best choice for your situation.

| | | OFFER A | OFFER B | OFFER C |
|---|----|---------|---------|---------|
| Initiating the HELOC | | | | |
| Credit limit | \$ | | | |
| First transaction | \$ | | | |
| Minimum transaction | \$ | | | |
| Minimum balance | \$ | | | |
| Fixed annual percentage rate | % | | | |
| Variable annual percentage rate | % | | | |
| » Index used and current value | | | | |
| » Amount of margin | | | | |
| » Frequency of rate adjustments | | | | |
| » Amount/length of discount rate (if any) | | | | |
| » Interest rate cap and floor | | | | |
| Length of plan | | | | |
| » Draw period | | | | |
| » Repayment period | | | | |
| Initial fees | | | | |
| » Appraisal fee | \$ | | | |
| » Application fee | \$ | | | |



GET THREE HELOC ESTIMATES

Shopping around lets you compare costs and features, so you can feel confident you're making the best choice for your situation.

| | | OFFER A | OFFER B | OFFER C |
|---|----|---------|---------|---------|
| » Up-front charges, including points | \$ | | | |
| » Early termination fee | \$ | | | |
| » Closing costs | | | | |
| During the draw period | | | | |
| » Interest and principal payments | \$ | | | |
| » Interest-only payments? | \$ | | | |
| » Fully amortizing payments | \$ | | | |
| » Annual fee (if applicable) | \$ | | | |
| » Transaction fee (if applicable) | \$ | | | |
| » Inactivity fee | \$ | | | |
| » Prepayment and other penalty fees | \$ | | | |
| During the repayment period | | | | |
| » Penalty for overpayments? | | | | |
| » Fully amortizing payment amount? | | | | |
| » Balloon repayment of full balance owed? | | | | |
| » Renewal available? | | | | |
| » Refinancing of balance by lender? | | | | |
| » Conversion to fixed-term loan? | | | | |

My best HELOC offer is: _____

How variable interest rates work

Home equity lines of credit typically involve variable rather than fixed interest rates.

A variable interest rate generally has two parts: the index and the margin.

An **index** is a measure of interest rates generally that reflects trends in the overall economy. Different lenders use different indexes in their loans. Common indexes include the U.S. prime rate and the Constant Maturity Treasury (CMT) rate. Talk with your lender to find out more about the index they use.

The **margin** is an extra percentage that the lender adds to the index.

Lenders sometimes offer a temporarily discounted interest rate for home equity lines—an introductory or **teaser rate** that is unusually low for a short period, such as six months.

Rights and responsibilities

Lenders are required to disclose the terms and costs of their home equity lines of credit. They need to tell you:

- Annual percentage rate (APR)
- Information about variable rates
- Payment terms
- Requirements on transactions, such as minimum draw amounts and number of draws allowed per year

- Annual fees
- Miscellaneous charges

You usually get these disclosures when you receive a loan application, and you get additional disclosures before the line of credit is opened. In general, the lender cannot charge a nonrefundable fee as part of your application until three days after you have received the disclosures.

If the lender changes the terms before the loan is made, you can decide not to go forward with it, and the lender must return all fees. There is one exception: the variable interest rate might change, and in that case if you decide not to go ahead with the loan, your fees are not refunded.

Lenders must give you a list of HUD-approved housing counselors in your area. You can talk to a counselor about how HELOCs work and get free or low-cost help with budgeting and money management.

Right to cancel (also called right to rescind)

If you change your mind for any reason, under federal law, you can cancel the credit line in the first three days. Notify the lender in writing within the first three days after the account was opened. The lender must then cancel the loan and return the fees you paid, including application and appraisal fees.

TIP

Some HELOCs let you convert some of your balance to a fixed interest rate. The fixed interest rate is typically higher than the variable rate, but it means more predictable payments.

If something changes during the course of the loan

HELOCs generally permit the lender to freeze or reduce your credit line if the value of your home falls or if they see a change for the worse in your financial situation. If this happens, you can:

- **Talk with your lender.** Find out the reason for the freeze or reduction. You might need to check your credit reports for errors that might have caused a downgrade in your credit. Or, you might need to talk with your lender about a new appraisal on your home and make sure the lender agrees to accept a new appraisal as valid.
- **Shop for another line of credit.** If another lender offers you a line of credit, you may be able to use that to pay off your original line of credit. Application fees and other fees may apply for the new loan.



WELL DONE!

For most people, a home is their most valuable asset. A HELOC can help you make the most of this asset, when you understand the ins and outs and know what to expect.

In this booklet:

ASK YOURSELF

Have I considered other sources of money and loans, besides a HELOC?

Have I shopped around for HELOC features and fees?

Am I comfortable with the worst-case scenario, where I could lose my home?

ONLINE TOOLS

CFPB website
cfpb.gov

Answers to common questions
cfpb.gov/askcfpb

Tools and resources for home buyers
cfpb.gov/owning-a-home

Talk to a HUD-approved housing counselor
cfpb.gov/find-a-housing-counselor

Submit a complaint
cfpb.gov/complaint