



HOME EQUITY SECURED VISA GOLD CARD CREDIT AGREEMENT

YOU UNDERSTAND THAT METRO FEDERAL CREDIT UNION WILL ACQUIRE A MORTGAGE IN YOUR DWELLING AND THAT DEFAULT MAY CAUSE LOSS OF YOUR HOME. THIS DOCUMENT CONTAINS THE TERMS OF YOUR AGREEMENT WITH THE CREDIT UNION. IT IS IMPORTANT THAT YOU MAKE OR RETAIN A COPY OF THE DISCLOSURES PROVIDED TO YOU. YOU UNDERSTAND THAT THE PERSONAL INCOME TAX CONSEQUENCES THAT RESULT FROM HOME EQUITY LOANS DEPEND UPON EACH INDIVIDUAL SITUATION. YOU SHOULD CONSULT YOUR TAX ADVISOR CONCERNING THE DEDUCTIBILITY OF INTEREST AND CHARGES.

1. Promise to pay: The total of credit advances and FINANCE CHARGES together with all costs and expenses for which you are responsible under this Agreement or under the Mortgage which secures your Credit Line. You will pay your Credit Line according to the payment terms set forth below. If there is more than one Borrower, each is jointly and severally liable on this Agreement. This means we can require any one of you to pay all amounts due under this Agreement, including credit advances made to any of you. Each Borrower authorizes any other Borrower, on his or her signature alone, to request and receive credit advances, and to do all other things necessary to carry out the terms of this Agreement, and the others will remain responsible.

2. Terms: The term of your credit line will begin as of the date of the Agreement (Opening Date) and will continue until Maturity Date. The Opening Date is the date when the Agreement is accepted by us following the expiration of the right to cancel, the perfection of the Mortgage, the receipt of all required certificates of noncancellation, and the meeting of all of our conditions.

3. Minimum Payment: Your minimum monthly payment for Visa Gold Credit Card will be either (a.) 1.0% of your new total balance or \$100.00, whichever is greater or (b.) your total new balance if less than \$100.00 plus (c.) any portion of the minimum payment(s) shown on prior statement(s) which remains unpaid. In addition, any time your total new balance exceeds your credit limit, you must immediately pay the excess upon our demand. A change in the ANNUAL PERCENTAGE RATE can cause the balance to be repaid more quickly or more slowly. When rates decrease, less interest is due, more of the payment repays the balance, so the payment may repay the balance well before the maturity date. When rates increase, more interest is due less of the payment repays the balance, so the payment may not repay the balance by the maturity date. If the interest rate increases on your Visa Gold Credit Card Account prior to the maturity date or your amortization is such that your payment is no longer sufficient to repay the balance before the maturity date you will be required to make more payments. To the extent, the length of the repayment period is indefinite because payments may be due for some months after the maturity date. You agree to pay not less than the minimum payment on or before the due date.

4. Application of Payments: Payments will be applied, in the order METRO FEDERAL CREDIT UNION chooses to any FINANCE CHARGES, other charges, and collection costs due before being applied to your unpaid balance.

5. Credit Limit: Your Visa Gold Home Equity Plan Credit Agreement covers a revolving line of credit in the principal amount stated above, which will be your Credit Limit under this Agreement. During the Draw Period we will honor your request for credit advances subject to the paragraph below on Lender Rights. You may borrow against the Credit Line, repay any portion of the amount borrowed, and re-borrow up to the amount of the Credit Limit. Your Credit Limit is the maximum amount you may have outstanding at any one time. You agree not to attempt, request, or obtain a credit advance that will make your Credit Line Account balance exceed your Credit Limit. Your Credit Limit will not be increased should you overdraw your Credit Line Account. If you exceed your Credit Limit, you agree to repay immediately the amount by which your Credit Line Account exceeds your Credit Limit. If you overdraw your credit limit you agree that the overage in excess of your credit limit is still secured by the lien of the mortgage.

6. Charges To Your Credit Line: We may charge your Credit Line for funds required for continuing insurance coverage as described in the paragraph titled 'Insurance'. In this Agreement or as described in the Mortgage we may also, at our option, charge your Credit Line to pay any costs or expenses to protect or perfect our security interest in your dwelling. These costs or expenses include, without limitation, payments to cure defaults under any liens on your dwelling. If you do not pay your property taxes, we may charge your Credit Line and pay the delinquent taxes. Any amount so charged to your Credit Line will be a credit advance and will decrease the funds available; if any, under the Credit Line. However, we have no obligation to provide any of the credit advances referred to in this paragraph.

7. Credit Advances: After the Effective Issue Date on your Visa Gold Home Equity Plan Credit Agreement, you may obtain credit advances under your Credit Line as follows: (a) Telephone Instruction per paragraph 8. (b) Requesting a credit advance in person at any of our authorized locations. You agree to request credit advances on our forms and in acceptance with provisions we establish.

8. Future Credit Line Services: Your application for the Credit Line also serves as a request to receive any new services (such as access devices) which may be available at some future time as one of our services in connection with this Credit Line. You understand that this request is voluntary and subject to refusal at the time any of these new services are offered. You further understand that the terms and conditions of this Agreement will govern any transactions made pursuant to any of these new services.

9. Insurance: You must obtain insurance on the Property securing your Visa Gold Home Equity Plan Credit Agreement that is reasonably satisfactory to us, subject to applicable law. If you fail to obtain or maintain Insurance as required in the Mortgage, we may purchase insurance to protect our own interest, add the premium to your balance, pursue any other remedies available to us, or do any one or more of these things.

10. Lien on Deposits: You agree that all credit advances you receive under the plan are secured by all funds and deposits in all joint and individual accounts you have with us now and in the future. Your initials below mean that you are granting METRO FEDERAL CREDIT UNION a specific pledge of shares and deposits. You authorize us to apply the balance in these accounts to pay any amounts due under this Agreement when you are in default under this Agreement. Shares and Deposits in an Individual Retirement Account and any other account that would lose special tax treatment under state or federal law, if given as security are not subject to the security interest you have given in your shares and deposits.

When FINANCE CHARGES Begin To Accrue: Periodic FINANCE CHARGES for cash advances under your Credit Line will begin to accrue on the date of the cash advance. There is no free ride period which would allow you to avoid a FINANCE CHARGE on your Credit Line cash advances. There is a free ride period for Credit Purchases. A finance charge will be imposed on Credit Purchases only if you elect not to pay the entire balance shown on your monthly statement for the previous billing cycle within 25 days from the closing date of that statement. **12. Method Used To Determine the BALANCE On Which The FINANCE CHARGE Will Be Computed:** For Cash Advances: The Balance (average daily balance) is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each Daily Balance of Cash Advances is determined by adding to the Previous Balance of Cash Advances any new Cash Advances as of the transaction date or the first day of the billing cycle in which posted, whichever is later, and subtracting any payment as received and credits as posted to your account, but excluding any unpaid FINANCE CHARGES. **For Credit Purchases:** The Balance (average daily balance) is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance is determined by adding to the Previous Balance of Credit Purchases any new Credit Purchases posted to your account, but excluding any unpaid FINANCE CHARGE.

13. Method Of Determining The Amount Of FINANCE CHARGE: The FINANCE CHARGES for a billing cycle are computed by applying the monthly Periodic Rate to the average balance for either Cash Advances or Credit Purchases.

14. Periodic Rate And Corresponding ANNUAL PERCENTAGE RATE: We will determine the periodic rate and the corresponding annual percentage rate as follows. We start with an independent index (the "index"), which is the Prime Rate as published in The Wall Street Journal. When a range of rates has been published the highest rate will be used. We will use the most recent index value available to us as of 10 days before the date of any annual percentage rate adjustment. To determine the periodic rate that will apply to your account, we add a margin, as disclosed above, to the value of the index. Then we divide this sum by the number of days in a year (365). To obtain the annual percentage rate we will multiply the periodic rate by the number of days in a year (365). This result is the annual percentage rate.

The annual percentage rate can change semi-annually on the first day of January and July. There is no limit on the amount by which the annual percentage can change during any one-year period. The maximum ANNUAL PERCENTAGE RATE that can apply is 18% or the maximum permitted by law, whichever is less. However, under no circumstances will your ANNUAL PERCENTAGE RATE go below 5.00% at any time during the term of the plan.

15. Conditions Under Which Other Charges May Be Imposed: You agree to pay all the other fees and charges related to your Credit Line as set forth below. **Over limit Charges:** Your Credit Line Account may be charged \$20.00 if you cause your Credit Line Account to go over your Credit Limit. **Miscellaneous Photocopying:** If you request a copy of any document, we may charge your Credit Line Account \$5.00 per page for the time it takes us to locate, copy, and mail the document to you. If your request is related to a billing error (see "Your Billing Rights" notice) and an error is found, we will reverse any photocopying charges.

16. Other Charges: You agree to pay the following fees and charges which will be added to your account: (a.) **Late Charges:** Your payment will be late if it is not received by the Payment Due Date shown on the voucher or other notice you receive with each credit advance. If your payment is 3 days late we may collect a \$25.00 late payment fee. (b.) **Returned Check Charge:** We will charge your account a Returned Check Fee of \$25.00 whenever a check, money order, or other instrument that you have given us to satisfy your obligation under this Agreement is returned unpaid to us by the financial institution on which the returned check, money order or instrument is drawn. (c.) **Overlimit Fee:** In the event that the Credit Line is exceeded on the applicable billing date, a \$25.00 fee will be assessed on the billing date for as long as the credit limit is exceeded. (d.) **Draft Copy Fee:** You agree to pay us \$15.00 for each additional copy of sales draft. (e.) **Statement Copy Fee:** You agree to pay us \$5.00 for each additional copy of a statement.

(f.) **Card Pick Up Fee:** In the event that the Credit Line is exceeded or the account becomes delinquent and this results in the taking of the card by a merchant or by an employer of the credit union, a charge of \$65.00 will be assessed to you and added to your account. (g.) **Collection Costs:** You agree to pay reasonable costs of collection including Court Costs and reasonable attorney fees. (h.) **Card Replacement Fee:** If your card(s) is lost or stolen and if the account is being reinstated and a new card is issued, we will charge you a reissue fee of \$10.00. (i.) **Unreturned Card(s) Fee:** A \$25.00 fee will be charged for card(s) not surrendered at our request for over-limit, delinquency or for any other reason.

17. Lender's Rights: (a.) Termination and Acceleration: We can terminate your Credit Line Account and require you to pay us the entire outstanding balance in one payment, and charge you certain fees. If any of the following happen: (1) You commit fraud or make a material misrepresentation at any time in connection with the Credit Line Account. This can include, for example, a false statement about your income, assets, liabilities, or any other aspects of your financial condition. (2) You do not meet the repayment terms of this Credit Line Account. (3) 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 Property, failure to pay taxes, death of all persons liable on the account, transfers of title or sale of the Property, creation of a senior lien on the property without permission, foreclosure by the holder of prior lien or the used of funds or the dwelling for prohibited purposes. (b.) **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: (1) The value of your Property declines significantly below the Property's appraised value for purposes of the Credit Line Account. 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. (2) We reasonably believe that you will be unable to fulfill your payment obligations under your Credit Line Account due to a material change in your financial circumstances. (3) You are in default under any material obligations of this Credit Line Account. We consider all of your obligations to be material. Categories of material obligations include 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 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). No default will occur until we mail or deliver a notice of default to you. (4) We are precluded by government action from imposing the ANNUAL PERCENTAGE RATE provided for under this Agreement. (5) 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. (6) We have been notified by governmental authority that continued advances may constitute an unsafe and unsound business practice. (c.) **Change In Terms:** We may make changes to the terms of this Agreement if you agree to the change in writing at that time, if the change will unequivocally benefit you throughout the remainder of your Credit Line Account or if the change is insignificant (such as changes relating to our data processing systems). (d.) **Collection Costs:** We may hire or pay someone else to help collect your Credit Line Account if you do not pay. You also will pay us that amount, which includes legal expenses, whether or not there is a lawsuit, including without limitation all legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction) appeals or any anticipated post-judgement collection services. If not prohibited by applicable law, you also will pay any court costs in addition to all other suits provided by law.

18. Delay In Enforcement: We may delay or waive the enforcement of any of our rights under this Agreement without losing that right or any other right. If we delay or waive any of our rights, we may enforce that right at anytime in the future without advance notice. For example, not terminating your account for nonpayment will not be a waiver of our right to terminate your account in the future if you have not paid.

19. Cancellation By You: If you cancel your right to credit advances under this Agreement, you must notify us in writing. Despite cancellation your obligations under this Agreement will remain in full force and effect until you have paid us all amounts under this Agreement. A single borrower/co-maker can cancel all borrower/co-maker rights to further Credit Advances.

20. Prepayment: You may prepay all or any amount owing under this Credit Line at any time without penalty. We will be entitled to receive all accrued FINANCE CHARGES, and other charges, if any. Payments in excess of your Minimum Payment will not relieve you of your obligation to continue to make your Minimum Payments, instead, they will reduce the principal balance owed on the Credit Line. If you mark a check, money order, or other instrument sent in payment with "paid in full" or with similar language, we may accept the payment, and you will remain obligated to pay any further amount owed to us.

21. Notices: All notices will be sent to your address as shown in this Visa Gold Home Equity Plan Credit Agreement. Notices will be mailed to you at a different address if you give us written notice of a different address. You agree to advise us promptly if you change your mailing address.

22. Credit Information And Related Matters: You authorize us to release information to others (such as credit bureaus, merchants, and other financial institutions) about the status and history of your Credit Line Account. You agree to update the financial information you have given to us from time to time on our forms. You acknowledge that we will rely on that information. You also agree we may obtain credit reports on you at any time, at our sole option and expense, for any reason including but not limited to whether there has been an adverse change in your financial condition. We may require a new appraisal of the Property which secures your Credit Line at any time, including an internal inspection, at our sole option and expense.

23. Transfer Or Assignment: Without prior notice or approval from you, we reserve the right to sell or transfer your Credit Line Account to another lender, entity or person and to assign our rights under the Mortgage. Your rights in this Agreement belong to you only and may not be transferred or assigned. Your obligations, however are binding on your estate and legal representations.

24. Tax Consequences: You should consult a tax advisor regarding the deductibility of interest and charges under the Credit Line Account.

25. Interpretation: You agree that this Agreement, together with the Mortgage, is the best evidence of your agreements with us if a court finds that any provision of this Agreement is not valid or should not be enforced, that fact by itself will not mean that the rest of this Agreement will not be valid or enforced. Therefore, a court may enforce the rest of the provisions of this Agreement even if a provision of this Agreement may be found to be invalid or unenforceable. If we go to court for any reason, we can use a copy of any periodic statement, this Agreement, the Mortgage, voucher, or any other document to prove what you owe us or that a transaction has taken place. The copy, microfilm or microfiche will have the same validity as the original. You agree that, except to the extent you can show there is a billing error, your most current periodic statement is the best evidence of your obligation to pay.

26. Conflicting Instructions: You agree not to provide conflicting instructions to us regarding your Credit Line (such as instructing us not to make credit advances to a joint borrower).

27. Acknowledgments And Amendments: You understand and agree to the terms and conditions in this Home Equity Plan Credit Agreement. By signing this Agreement, you acknowledge that you have read this Agreement. You also acknowledge receipt of a copy of this Agreement, including the Fair Credit Billing Notice and the Home Equity Line of Credit Terms Disclosure. In addition to the handbook entitled "When Your Home Is On The Line: What You Should Know About Home Equity Lines Of Credit", given with the application.

CREDIT CARD LIABILITY: Unauthorized Use of Lost or Stolen Cards - You may be liable for the unauthorized use of any card issued to you after the loss or theft. In order to limit your liability for unauthorized use of any card which is lost or stolen, you are required to notify us immediately of the actual loss, theft, or possible unauthorized use of your card. You can notify us by calling our Credit Card Department at (847) 670-0456 or by calling our Security Department at 1-800-325-3678.

You hereby agree that your salary or earnings may be subject to attachment or garnishment to the extent allowed under applicable law. You further waive to the extent allowed under applicable law, any exemption you might have from attachment or garnishment of your salary or earnings.

Borrower Signature	Date
Co-Borrower Signature	Date
Witness	Date

METRO FEDERAL CREDIT UNION

2440 E. Rand Road Arlington Heights IL 60004
Main (847) 670-0456 Fax (847) 670-0401

METRO FEDERAL CREDIT UNION	
CREDIT CARD DISCLOSURES	
GENERAL REQUIREMENT: MEMBERSHIP IN METRO AND A \$50 SAVINGS ACCOUNT BALANCE.	
HOME EQUITY SECURED CREDIT CARD PROGRAM <small>(Owner occupied residence only. A Mortgage Lien in the amount of the credit limit will be recorded)</small>	VISA GOLD Minimum Credit Line \$10,000
Annual Percentage Rate (APR) for: Purchases, Cash Advances, & Balance Transfers	Prime Rate, 7.25%, as published in the Wall Street Journal 1/1/06. Plus and index of 3.49% Current Rate 10.74% ^(1,5)
Method of Computing Balance for purchases	Average daily balance including new purchases
Annual Membership Fee	None
One Time Application Fee	\$150.00
Grace Period for Purchases	25 days ⁽⁴⁾
Minimum Monthly Payment	\$100 or 1.0% of Statement Balance whichever is greater
Late Payment Fee	\$25 ⁽²⁾
Over The Limit Fee	\$25 ⁽³⁾
Cash Advance Fee	None
Balance Transfer Fee	None
Returned Payment Fee	\$25
Statement Copy Fee	\$5
Card Replacement Fee	\$10
Lost Card Recovery Fee	\$65
Unauthorized Use Liability	\$0
<p>(1) The Annual Percentage Rate (APR) for Purchases, Cash Advances and Balance Transfers is variable.</p> <p>(2) Late Charge: If the minimum required payment is not received and posted by the payment Due Date listed on your statement, a late charge of \$25.00 will be imposed.</p> <p>(3) Over The Limit Fee: The fee is applied when a balance is \$100.00 or more over the limit.</p> <p>(4) A finance charge will be imposed on Credit Purchases only if you elect not to pay the entire new balance shown on your monthly statement for the previous billing cycle within 25 days from the closing date of that statement. If you elect not to pay the entire new balance shown on your previous monthly statement within that 25 day grace period, a finance charge will be imposed on the unpaid average daily balance of such credit purchases from the previous statement closing date and on new Credit Purchases from the date of posting to your account during the current billing cycle, and will continue until the closing date of the billing cycle preceding the date on which the entire new balance is paid in full or until the date of payment if more than 25 days from the closing date.</p> <p>The finance charge for the billing cycle is computed by applying the monthly periodic rate to the average daily balance of credit purchases, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance of credit Purchases is determined by adding to the outstanding unpaid balance of Credit Purchases at the beginning of the billing cycle any new Credit Purchases posted to your account, and subtracting any payments as received or credits as posted to your account, but excluding any unpaid finance charges. A finance charge will be imposed on Cash Advances from the date made or from the first day of the billing cycle in which the Cash Advance is posted to your account, whichever is later, and will continue to accrue until the date of payment.</p> <p>(5) PERIODIC RATE AND CORRESPONDING ANNUAL PERCENTAGE RATE: We will determine the periodic rate and the corresponding annual percentage rate as follows. We start with an independent index (the "index") which is the Prime Rate as published in The Wall Street Journal. When a range of rates has been published the highest rate will be used. We will use the most recent index value available to us as of 10 days before the date of any annual percentage rate adjustment. To determine the periodic rate that will apply to your account, we add a margin, as disclosed above, to the value of the index. Then we divide this sum by the number of days in a year (365). To obtain the annual percentage rate we will multiply the periodic rate by the number of days in a year (365). This result is the annual percentage rate.</p> <p>The annual percentage rate can change semi-annually on the first day of January and July. There is no limit on the amount by which the annual percentage can change during any one-year period. The maximum ANNUAL PERCENTAGE RATE that can apply is 18% or the maximum permitted by law, whichever is less. However, under no circumstances will your ANNUAL PERCENTAGE RATE go below 5.00% at any time during the term of the plan.</p> <p>At the date this application was printed (shown in the lower left-hand corner) the information listed above was accurate. Because rates and terms are subject to change, you may contact us for current information by writing to the address below, or by calling 847-670-0456.</p>	
<p>METRO FEDERAL CREDIT UNION 2440 E. RAND ROAD, ARLINGTON HEIGHTS IL 60004 (847) 670-0456 FAX (847) 670-0401</p>	

REVISED 2/1/06

YOUR BILLING RIGHTS
KEEP THIS NOTICE FOR FUTURE USE
This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.
Notify Us In Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:
* Your name and account number.
* The dollar amount of the suspected error.
* Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights And Responsibilities
After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount your question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questions amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50.00 of the questioned amount, even if your bill was correct.

Special Rule for Credit Card Purchases

If you have a problem with the quality of property or services that you purchases with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

- You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- The purchase price must have been more than \$50.00

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

METRO FEDERAL CREDIT UNION
2440 E. Rand Road
Arlington Heights IL 60004
Main (847) 670-0456
Fax (847) 670-0401

BUSINESS HOURS

LOBBY

Monday-Friday 8:00 am - 6:00 pm
Saturday 8:00 am - 1:00 pm

DRIVE-THRU

Monday-Friday 7:00 am - 6:00 pm
Saturday 7:00 am - 1:00 pm

Internet: <http://www.mcu.org>
E-mail: accountservices@mcu.org

REVISED 4/15/2004



• *Application Inside*

Home Equity Secured
VISA GOLD CARD
Disclosures



Home Equity Secured
Visa Gold Card
Disclosures and
Your Billing rights



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