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IMPORTANT TERMS OF OUR HOME EQUITY CREDIT LINE ACCOUNT

This disclosure contains information about our Variable Interest Rate Home Equity Secured Line of Credit ("Plan II"). You should read it carefully and keep this copy for yourself.

Availability Of Terms: All 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 Deed of Trust/Mortgage on your home ("Security Property"). You could lose your home if you do not meet certain obligations in your agreement with us.

Possible Actions

Termination: If you fail to meet the terms of repayment, or if you act or fail to act in a way that adversely affects our security interest or other rights in the Security Property, or if you have committed fraud or made a material misrepresentation in connection with the account, we may, subject to the Governing Law, terminate the plan, require payment in full of the entire outstanding balance in a single payment or cause the Security Property to be sold and the proceeds of such sale to be applied to your obligation to us. You agree to pay any reasonable costs of protecting, retaking, repairing or selling the Security Property.

Suspension: Your right to request additional advances may be suspended, or your maximum credit limit reduced, at our option in the following instances: (1) you fail to make the scheduled payments due to us; (2) you fail to make timely payments to the holders of Deeds of Trust/Mortgages senior to ours; (3) you fail to pay real property taxes prior to delinquency; (4) you fail to maintain the required property insurance; (5) the value of the Security Property declines significantly below the appraised value upon which we relied in approving your application; (6) we reasonably believe that your ability to meet your payment obligations is impaired because of a material change in your financial circumstances; (7) governmental action precludes our imposing the interest rate provided herein or adversely affects the priority of our security interest such that the value of our interest is less than 120% of your maximum credit limit; (8) the maximum interest rate under the plan is reached; or (9) government regulatory authorities find that further advances under this plan constitute an unsafe and unsound practice. When the condition which caused the suspension of advances or reduction of your maximum credit limit no longer exists, the original terms of your agreement will be reinstated. You understand that if your right to request additional advances is suspended or your maximum credit limit is reduced, you still owe us whatever sums you have already borrowed, all other charges under your agreement and applicable Finance Charges.

The initial agreement permits us to make certain changes to the terms of the agreement at specific times or upon the occurrence of specified events.

Minimum Payment Requirements

Plan II: You can obtain credit advances for 120 months (the draw period). At our option, we may extend the draw period. During the draw period, payments will be due on a monthly basis. Your minimum monthly payment will be established at the time of each advance (other than for any credit insurance premiums), or in the event of negative amortization, at the greater of the amount necessary to fully amortize your unpaid Account balance over a period that does not exceed 180 months from the date of such advance, or an amount determined in the table below:

Account Balance	Payment	Account Balance	Payment
\$1 – 10,000.....	\$140	70,001 – 80,000.....	\$1,120
10,001 – 20,000.....	\$280	80,001 – 90,000.....	\$1,260
20,001 – 30,000.....	\$420	90,001 – 100,000.....	\$1,400
30,001 – 40,000.....	\$560	100,001 – 125,000.....	\$1,645
40,001 – 50,000.....	\$700	125,001 – 150,000 and above.....	\$1,975 plus each
50,001 – 60,000.....	\$840		\$330 for \$25,000 increment or
60,001 – 70,000.....	\$980	part	thereof over \$150,000

After the draw period ends, you will no longer be able to obtain credit advances (other than for any credit insurance premiums) and must repay your outstanding account balance over the following 180 months (the repayment period). During the repayment period, minimum payments will be due on a monthly basis and will be calculated in the same manner as the draw period.

Your payment will be rounded up to the nearest \$1 and will include any amounts past due, any amount by which you have exceeded your credit limit, and all other charges. Paying only the minimum payment may not be sufficient to fully amortize your unpaid account balance by the end of the repayment period in which case, you will be required to pay your entire remaining account balance in a single balloon payment on the Agreement Maturity Date.

Minimum Payment Examples

Plan II: If you made only the minimum payments and took no other credit advances, it would take 85 months to pay off a credit advance of \$10,000 at an **ANNUAL PERCENTAGE RATE** of 4.75%. During that period, you would make 84 monthly payments of \$140.00 and a final payment of \$16.95.

Late Charges: If your payment is more than 15 days late, you may be charged 5.00% of the payment due, subject to a maximum of \$25.

Negative Amortization: Under some circumstances, your payment will not cover the finance charges that accrue and Negative Amortization will occur. Negative Amortization will increase the amount that you owe us and reduce your equity in your home. Under these circumstances, for Plan II, your payment will be adjusted to an amount necessary to fully amortize your outstanding account balance by no later than 180 months from the date of your last advance.

Fees And Charges: To open and maintain a line of credit, you must pay certain fees to third parties. These fees generally total from \$100 to \$500. If you ask, we will give you an itemization of the fees you will have to pay to third parties.

Additionally, for Plan III, you will be charged an origination fee **FINANCE CHARGE** equal to 1.00% of each cash advance that you take. This fee will be refundable in full as a credit on your account for cash advances taken at Vantage Credit Union teller windows.

Insurance: You must carry insurance on the property that secures this plan.

Minimum Draw And Balance Requirements: The minimum initial credit advance you can receive is \$2,500. The minimum subsequent advance you can receive for Plan II is \$1,000.

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

Variable Rate Feature

Plan II: This plan has a Variable Rate feature. The Annual Percentage Rate (corresponding to the periodic rate), and the number of your minimum payments during the draw period and the number of payments and the amount of the final payment during the repayment period 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 the highest Prime Rate as published in the Money Rates Section of The Wall Street Journal. To determine the Annual Percentage Rate that will apply to your line of credit, we add a margin to the value of the index. Ask us for the current index value, margin, discount and Annual Percentage Rate. After you open a line of credit, rate information will be provided in periodic statements that we send you.

Rate Changes

Plan II: Your Annual Percentage Rate can change on the first day of each calendar quarter of each year. Your interest rate cannot increase or decrease more than 1.00 percentage point each quarter. At our option, we may forego any interest rate increase. The maximum **ANNUAL PERCENTAGE RATE** at any time is 20.04%.

Maximum Rate And Payment Examples

Plan II: If you had an outstanding balance of \$10,000 during the draw period, the minimum payment at the maximum **ANNUAL PERCENTAGE RATE** of 20.04% would be \$175.94. This Annual Percentage Rate could be reached during the 48th month of the draw period.

If you had an outstanding balance of \$10,000 during the repayment period, the minimum payment at the maximum **ANNUAL PERCENTAGE RATE** of 20.04% would be \$175.94. This Annual Percentage Rate could be reached during the 48th month of the repayment period.

Historical Examples: The following tables show how the Annual Percentage Rate and the monthly payments for a single \$10,000 credit advance would have changed based on changes in the index since 1995. The index is from The Wall Street Journal and is calculated on the first business day of January of each year. While only one payment amount per year is shown, payments may have varied during the year. The tables assume that no additional credit advances were taken, that only the minimum payments were made, and that the rate remained constant during the year. They do not necessarily indicate how the index or your payments will change in the future.

Plan II					
ANNUAL					
Year	Index	Margin(1)	PERCENTAGE	Payment	Minimum
			RATE	Period	Payment
1995	8.50	1.5	10.00%	DRAW	\$140.00
1996	8.50	1.5	10.00%	DRAW	\$140.00
1997	8.25	1.5	9.75%	DRAW	\$140.00
1998	8.50	1.5	10.00%	DRAW	\$140.00
1999	7.75	1.5	9.25%	DRAW	\$140.00
2000	8.50	1.5	10.00%	DRAW	\$140.00
2001	9.50	1.5	11.00%	DRAW	\$140.00
2002	4.75	1.5	7.00%(2)	DRAW	\$140.00
2003	4.25	1.5	5.75%	DRAW	\$140.00
2004	4.00	1.5	5.50%	DRAW	-0-
2005	5.25	1.5	6.75%	REPAYMENT	-0-
2006	7.25	1.5	8.75%	REPAYMENT	-0-
2007	8.25	1.5	9.75%	REPAYMENT	-0-
2008	7.25	1.5	8.75%	REPAYMENT	-0-
2009	3.25	1.5	4.75%	REPAYMENT	-0-

(1) This represents a margin we have recently used.

(2) This represents the 4.00% per year rate change limitation.