HOME EQUITY LOAN APPLICATION

PLEASE TYPE OR PRINT

IMPORTANT APPLICANT INFORMATION: Federal law requires financial institutions to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

TYPE OF ACCOUNT REQUESTED

Check one to indicate the type of account you are requesting. Note: Married applicants may apply for separate accounts.

☐ Joint Account ☐ Individual Account - Relying solely on my income and assets.

☐ Individual Account - Relying on my income and assets and as well as income or assets of another.

TERMS REQUESTED

Amount	Interest Rate	Type of Loan
$	%	☐ Fixed Rate ☐ ARM (type): ☐ Other:
No. of Months	Payment	Purpose
	$ /	☐ Home Improvement ☐ Pay Debt: ☐ Other:

COLLATERAL PROPERTY

Address	Year Built	Date Purchased	Present Value	Balance Owing

Title in Name(s) of:	Address of Title Holder	Name and Address of Insurance Carrier

Mortgage Holder

Name Address Phone No. Acct. No.

INDIVIDUAL APPLICANT INFORMATION

Name		Birthdate	Social Security No.
Address (Street, City, State, Zip)		County	Drivers License No.
Home Phone	Business Phone	No. of Dependents	Ages of Dependents
Employer/Self Employed	Position	Years Employed	Employer's Address
Wages, Salary, Commissions Gross $ /month Net $ /month			How Often Paid
Previous Employer	Position	Years Employed	Previous Employer's Address

Name and Address of Applicant's Nearest Relative	Relationship

Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered. Alimony, child support, separate maintenance received pursuant to: ☐ Court Order ☐ Written Agreement ☐ Oral Understanding.

Other Income: Source Amount/Month

Marital Status ☐ Married ☐ Separated ☐ Unmarried (includes single, divorced and widowed)

JOINT APPLICANT OR OTHER PARTY INFORMATION

Provide the information in this section for a joint applicant, another party that will use or contribute assets or income toward repayment on the account, or for your spouse if you live in, or the collateral property is located in, AZ, CA, ID, LA, NM, NV, TX, WA or WI.

Name		Birthdate	Social Security No.
Address (Street, City, State, Zip)		County	Drivers License No.
Home Phone	Business Phone	No. of Dependents	Ages of Dependents
Employer/Self Employed	Position	Years Employed	Employer's Address
Wages, Salary, Commissions Gross $ /month Net $ /month			How Often Paid
Previous Employer	Position	Years Employed	Previous Employer's Address

Name and Address of Applicant's Nearest Relative	Relationship

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Other Income: Source Amount/Month

Marital Status ☐ Married ☐ Separated ☐ Unmarried (includes single, divorced and widowed)

GENERAL INFORMATION

If you or a joint applicant or other party answers "yes" to any of the following questions, please explain in the space provided.

Are you a guarantor or co-maker of any leases, contracts or debts? Applicant: ☐ Yes ☐ No Joint Applicant/Other Party: ☐ Yes ☐ No

Are there any suits or judgments pending against you? Applicant: ☐ Yes ☐ No Joint Applicant/Other Party: ☐ Yes ☐ No

(Include amount) _____

Have you been declared bankrupt in the last 10 years? Applicant: ☐ Yes ☐ No Joint Applicant/Other Party: ☐ Yes ☐ No

PREVIOUS CREDIT REFERENCES

Describe any previous debt obligations. Please mark Applicant-related information with an "A".

1.	$	Date Paid
2.	$	Date Paid

NOT FOR FNMA/FHLMC/FHA/VA USE

ASSET AND DEBT INFORMATION

If "Joint Applicant or Other Party Information" section was completed above, this section should be completed giving information about both the Applicant and the Joint Applicant or Other Party. **Attach additional sheets if necessary.**

ASSETS

DESCRIPTION OF CURRENT ASSETS	NAME(S) OF OWNER(S)	SUBJECT TO DEBT: YES/NO	VALUE
Checking Accounts (Institution, Acct. No.)			$
Savings Accounts (Institution, Acct. No.)			
Automobiles (Make, Model, Year)			
Marketable Securities (Issuer, Type, No. of Shares)			
Life Insurance Cash Value (Issuer)			
Other Real Estate (Location, when acquired)			
Other Assets (Describe)			
Total Assets			$

OUTSTANDING DEBTS (Include all charge accounts, installment contracts, credit cards, rents, mortgages and other obligations.)

CREDITOR	ACCOUNT NUMBER	NAMES IN WHICH THE ACCOUNT IS CARRIED	ORIGINAL AMOUNT	PRESENT BALANCE	MONTHLY PAYMENTS
Auto Loans					
Credit or Charge Cards					
Landlord or Mortgage Holder on other Real Estate					
Other					
TOTAL DEBTS			$	$	$

Maine Residents: A consumer report may be ordered in connection with your application. Upon your request, we will inform you whether or not a report was ordered. If a report was ordered we will tell you the name and address of the consumer reporting agency that provided the report.

New York Residents: A consumer report may be ordered in connection with your application. Upon your request, we will inform you whether or not a report was ordered. If a report was ordered we will tell you the name and address of the consumer reporting agency that provided the report. Subsequent reports may be ordered or utilized in connection with an update, renewal or extension of credit for which you have applied.

Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Married Wisconsin Residents: No provision of any marital property agreement, unilateral statement under Wisc. Statutes §766.59 or a court decree under Wisc. Statutes §766.70 adversely affects the interest of the lender unless the lender, prior to the time the credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the lender is incurred.

☐ **NOTICE - JOINT CREDIT:**

We intend to apply for joint credit. (initials) _____

I certify that everything I have stated in this application and on any attachments is correct. Lender may keep this application whether or not it is approved. By signing below, I authorize Lender to check my credit and employment history, to have a consumer credit report prepared on me for the purpose of evaluating this application for credit, and to answer questions others may ask Lender about my credit record with Lender. I understand that I must update this credit information at Lender's request and if my financial condition changes.

I acknowledge receipt of the Home Equity Brochure and the lender's Home Equity disclosure statement on today's date.

Applicant *Date* *Joint-Applicant* *Date*

CREDITOR USE ONLY

This application was taken by: ☐ face-to-face interview ☐ mail ☐ telephone ☐ internet.

Date Application Received:	Received By:	Amount Requested $
Date Application Completed:	Approved By: /	Amount Approved $
Rescindable? ☐ Yes ☐ No RESPA Applicable? ☐ Yes ☐ No	Funding Date:	Initial Advance $

HOME EQUITY APPLICATION DISCLOSURE

PLANTERS BANK, INC.
MAIN OFFICE
1312 SOUTH MAIN STREET
P O BOX 1570
HOPKINSVILLE, KY 42241-1570

IMPORTANT TERMS OF OUR HOME EQUITY APPLICATION DISCLOSURE

This disclosure contains important information about our Home Equity LOC (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
LOAN PROCESSING FEE:	150.00	At closing

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 $50.00 and $750.00. 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: 180 Months (the "Draw Period"). Your Regular Payment will be based on a percentage of your outstanding balance as shown below or $50.00, whichever is greater. Your payments will be due monthly.

Range of Balances	Number of Payments	Regular Payment Calculation
All Balances	180	1.500% of your outstanding balance

Your "Minimum Payment" will be the Regular Payment, plus any amount past due and all other charges. The Minimum Payment will not fully repay the principal that is outstanding on your Credit Line and your final payment will be a single balloon payment.

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, so more of the payment repays the principal balance. When rates increase, more interest is due, so less of the payment repays the principal balance. If this happens, we may adjust your payment as follows: your final payment may be increased. Each time the ANNUAL PERCENTAGE RATE increases, we will check to see if your payment is sufficient to pay the interest due. If it is not, your payment will be increased by an amount sufficient to cover all accrued FINANCE CHARGES.

In any event, if your Credit Line balance falls below $50.00, you agree to pay your balance in full.

MINIMUM PAYMENT EXAMPLE. If you made only the minimum payment and took no other credit advances, it would take 15 years to pay off a credit advance of $10,000.00 at an ANNUAL PERCENTAGE RATE of 5.000%. During that period, you would make 180 monthly payments ranging from $7.25 to $150.00.

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

Credit Line Planters Bank Home Equity Line of Credit Check, Telephone Request, Overdraft and In Person Request Limitations. The following transaction limitations will apply to your Credit Line and the writing of Planters Bank Home Equity Line of Credit Checks, requesting an advance by telephone, writing a check in excess of your checking account balance and requesting an advance in person.

Minimum Advance Amount. The minimum amount of any credit advance that can be made on your Credit Line is $50.00. This means any Planters Bank Home Equity Line of Credit Check must be written for at least the minimum advance amount.

Other Transaction Requirements. MUST NOT EXCEED AUTHORIZED CREDIT LIMIT.

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

ADDITIONAL HOME EQUITY PROGRAMS. Please ask us about our other available Home Equity Line of Credit plans.

VARIABLE RATE FEATURE. The Plan has a variable rate feature. The ANNUAL PERCENTAGE RATE (corresponding to the periodic rate), the amount of the final payment, 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 IN THE MONEY RATES SECTION OF THE WALL STREET JOURNAL. Information about the Index is available or published IN THE MONEY RATES SECTION OF THE WALL STREET JOURNAL. We will use the most recent Index value available to us as of THE DATE OF ANY ADJUSTMENT TO THE PRIME RATE AS PUBLISHED IN THE WALL STREET JOURNAL any annual percentage rate adjustment. If the Index is no longer available, we will choose a new Index and margin. The new Index will have an historical movement substantially similar to the original Index, and the new Index and margin will result in an annual percentage rate that is substantially similar to the rate in effect at the time the original Index becomes unavailable.

ANNUAL PERCENTAGE RATE. To determine the Periodic Rate that will apply to your account, we add a margin to the value of the Index, round that sum to the nearest 0.125%, then divide the rounded value by the number of days in a year (daily). To obtain the ANNUAL PERCENTAGE RATE we multiply the Periodic Rate by the number of days in a year (daily). This result is the **ANNUAL PERCENTAGE RATE.** A change in the Index rate generally will result in a change in the ANNUAL PERCENTAGE RATE. The amount that your ANNUAL PERCENTAGE RATE may change also may be affected by the lifetime annual percentage rate limits, as discussed below.

Forgo Rate Increases. If we forgo an annual percentage rate increase, at the time of a later adjustment we may return to the full rounded Index value plus margin.

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 FIRST DAY OF EACH 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 18.000% per annum or, go below 5.000% 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 18.000% would be $152.88. This ANNUAL PERCENTAGE RATE could be reached at the time of the 1st payment.

PREPAYMENT. You may prepay all or any amount owing under the Plan at any time without penalty.

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 1999 to 2013. The Index values are from the following reference period: FIRST WEEK ENDING IN JULY. 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 (FIRST WEEK ENDING IN JULY)	Index (Percent)	Margin (1) (Percent)	ANNUAL PERCENTAGE RATE	Monthly Payment (Dollars)
1999	8.000	0.000	8.000	150.00
2000	9.500	0.000	9.500	135.67
2001	6.750	0.000	6.750	124.58
2002	4.750	0.000	5.000 (8)	111.26
2003	4.000	0.000	5.000 (8)	97.64
2004	4.250	0.000	5.000 (8)	85.68
2005	6.250	0.000	6.250	75.18
2006	8.250	0.000	8.250	66.81
2007	8.250	0.000	8.250	60.59
2008	5.000	0.000	5.000	54.94
2009	3.250	0.000	5.000 (8)	50.00
2010	3.250	0.000	5.000 (8)	50.00
2011	3.250	0.000	5.000 (8)	50.00
2012	3.250	0.000	5.000 (8)	50.00
2013	3.250	0.000	5.000 (8)	50.00

(1) This is a margin we have used recently; your margin may be different.
(8) This A.P.R. reflects a 5.000 percent floor.

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

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HOME EQUITY APPLICATION DISCLOSURE

PLANTERS BANK, INC.
MAIN OFFICE
1312 SOUTH MAIN STREET
P O BOX 1570
HOPKINSVILLE, KY 42241-1570

IMPORTANT TERMS OF OUR HOME EQUITY APPLICATION DISCLOSURE

This disclosure contains important information about our HOME EQUITY LOC INTEREST ONLY PAYMENT (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
LOAN PROCESSING FEE:	150.00	At closing

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 $50.00 and $750.00. 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: 60 MONTHS (the "Draw Period"). Your Regular Payment will equal the amount of your accrued FINANCE CHARGES or $50.00, whichever is greater. You will make 59 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.

In any event, if your Credit Line balance falls below $50.00, you agree to pay your balance in full.

MINIMUM PAYMENT EXAMPLE. If you made only the minimum payment and took no other credit advances, it would take 5 years to pay off a credit advance of $10,000.00 at an ANNUAL PERCENTAGE RATE of 5.000%. During that period, you would make 59 monthly payments of $50.00 and one final payment of $9,484.38.

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

Credit Line Planters Bank Home Equity Line of Credit Check, Telephone Request, Overdraft and In Person Request Limitations. The following transaction limitations will apply to your Credit Line and the writing of Planters Bank Home Equity Line of Credit Checks, requesting an advance by telephone, writing a check in excess of your checking account balance and requesting an advance in person.

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Other Transaction Requirements. MUST NOT EXCEED AUTHORIZED CREDIT LIMIT.

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

ADDITIONAL HOME EQUITY PROGRAMS. Please ask us about our other available Home Equity Line of Credit plans.

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.

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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 18.000% would be $152.88. This ANNUAL PERCENTAGE RATE could be reached immediately or prior to the 1st payment.

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2001	6.750	0.000	6.750	57.33
2002	4.750	0.000	5.000 (8)	50.00
2003	4.000	0.000	5.000 (8)	50.00
2004	4.250	0.000	5.000 (8)	
2005	6.250	0.000	6.250	
2006	8.250	0.000	8.250	
2007	8.250	0.000	8.250	
2008	5.000	0.000	5.000	
2009	3.250	0.000	5.000 (8)	
2010	3.250	0.000	5.000 (8)	
2011	3.250	0.000	5.000 (8)	
2012	3.250	0.000	5.000 (8)	
2013	3.250	0.000	5.000 (8)	

(1) This is a margin we have used recently; your margin may be different.
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BORROWER ACKNOWLEDGMENT

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BORROWER:

X_____ _____
Borrower Date

X_____ _____
Borrower Date

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IMPORTANT TERMS OF OUR HOME EQUITY APPLICATION DISCLOSURE

This disclosure contains important information about our HOME EQUITY LOC INT ONLY SPECIAL (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
LOAN PROCESSING FEE:	150.00	At Account Opening

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 $50.00 and $750.00. 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: 120 months (the "Draw Period"). Your Regular Payment will equal the amount of your accrued FINANCE CHARGES or $50.00, whichever is greater. 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.

In any event, if your Credit Line balance falls below $50.00, you agree to pay your balance in full.

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 3.250%. During that period, you would make 119 monthly payments of $50.00 and one final payment of $6,806.97.

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

Credit Line Planters Bank Home Equity Line of Credit Check, Telephone Request, Overdraft and In Person Request Limitations. The following transaction limitations will apply to your Credit Line and the writing of Planters Bank Home Equity Line of Credit Checks, requesting an advance by telephone, writing a check in excess of your checking account balance and requesting an advance in person.

Minimum Advance Amount. The minimum amount of any credit advance that can be made on your Credit Line is $50.00. This means any Planters Bank Home Equity Line of Credit Check must be written for at least the minimum advance amount.

Other Transaction Requirements. MUST NOT EXCEED AUTHORIZED CREDIT LIMIT.

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

ADDITIONAL HOME EQUITY PROGRAMS. Please ask us about our other available Home Equity Line of Credit plans.

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 IN THE MONEY RATES SECTION OF THE WALL STREET JOURNAL. Information about the Index is available or published IN THE MONEY RATES SECTION OF THE WALL STREET JOURNAL. We will use the most recent Index value available to us as of THE DATE OF ANY ADJUSTMENT TO THE PRIME RATE AS PUBLISHED IN THE WALL STREET JOURNAL any annual percentage rate adjustment. If the

Index is no longer available, we will choose a new Index and margin. The new Index will have an historical movement substantially similar to the original Index, and the new Index and margin will result in an annual percentage rate that is substantially similar to the rate in effect at the time the original Index becomes unavailable.

ANNUAL PERCENTAGE RATE. To determine the Periodic Rate that will apply to your account, we add a margin to the value of the Index, round that sum to the nearest 0.125%, then divide the rounded value by the number of days in a year (daily). To obtain the ANNUAL PERCENTAGE RATE we multiply the Periodic Rate by the number of days in a year (daily). This result is the **ANNUAL PERCENTAGE RATE.** A change in the Index rate generally will result in a change in the ANNUAL PERCENTAGE RATE. The amount that your ANNUAL PERCENTAGE RATE may change also may be affected by the lifetime annual percentage rate limits, as discussed below.

Forgo Rate Increases. If we forgo an annual percentage rate increase, at the time of a later adjustment we may return to the full rounded Index value plus margin.

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 FIRST DAY OF EACH 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 18.000% 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 18.000% would be $152.88. This ANNUAL PERCENTAGE RATE could be reached immediately or prior to the 1st payment.

PREPAYMENT. You may prepay all or any amount owing under the Plan at any time without penalty.

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 1999 to 2013. The Index values are from the following reference period: FIRST WEEK ENDING IN JULY. 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 (FIRST WEEK ENDING IN JULY)	Index (Percent)	Margin (1) (Percent)	ANNUAL PERCENTAGE RATE	Monthly Payment (Dollars)
1999	8.000	0.000	8.000	67.95
2000	9.500	0.000	9.500	80.68
2001	6.750	0.000	6.750	57.33
2002	4.750	0.000	4.750	50.00
2003	4.000	0.000	4.000	50.00
2004	4.250	0.000	4.250	50.00
2005	6.250	0.000	6.250	50.28
2006	8.250	0.000	8.250	66.30
2007	8.250	0.000	8.250	66.30
2008	5.000	0.000	5.000	50.00
2009	3.250	0.000	3.250	
2010	3.250	0.000	3.250	
2011	3.250	0.000	3.250	
2012	3.250	0.000	3.250	
2013	3.250	0.000	3.250	

(1) This is a margin we have used recently; your margin may be different.

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**

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