

HOME LOAN APPLICATION

NOT FOR FNMA/FHLMC/FHA/VA USE

CENSUS TRACT

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.

MORTGAGE APPLIED FOR	<input type="checkbox"/> Conventional <input type="checkbox"/>	Amount \$ _____	Interest Rate _____ %	No. of Months _____	Monthly Payment Principal & Interest \$ _____	Escrow / Impounds (to be collected monthly) <input type="checkbox"/> Taxes <input type="checkbox"/> Hazard Ins. <input type="checkbox"/> Mtg. Ins. <input type="checkbox"/>
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Prepayment Option

Property Street Address	City	County	State	Zip	No. Units	
Legal Description (Attach description if necessary)					Year Built	
Purpose of Loan: <input type="checkbox"/> Purchase <input type="checkbox"/> Construction-Permanent <input type="checkbox"/> Construction <input type="checkbox"/> Refinance <input type="checkbox"/> Other (Explain)						
Complete this line if Construction-Permanent or Construction Loan Lot Value Data Year Acquired _____ \$ _____		Original Cost \$ _____	Present Value (a) \$ _____	Cost of Imps. (b) \$ _____	Total (a + b) \$ _____	ENTER TOTAL AS PURCHASE PRICE IN DETAILS OF PURCHASE.
Complete this line if a Refinance Loan Purpose of Refinance _____ Describe Improvements [] made [] to be made						
Year Acquired	Original Cost	Amt. Existing Liens				Cost: \$ _____
Title Will Be Held In What Name(s)			Manner In Which Title Will Be Held			
Source of Down Payment and Settlement Charges						

This application is designed to be completed by the borrower(s) with the lender's assistance. The Co-Borrower Section and all other Co-Borrower questions must be completed and the appropriate box(es) checked if another person will be jointly obligated with the Borrower on the loan, or the Borrower is relying on income from alimony, child support or separate maintenance or on the income or assets of another person as a basis for repayment of the loan, or the Borrower is married and resides, or the property is located, in a community property state.

BORROWER				CO-BORROWER			
Name		Date of Birth	School Yrs.	Name		Date of Birth	School Yrs.
Present Address		No. Years	<input type="checkbox"/> Own <input type="checkbox"/> Rent	Present Address		No. Years	<input type="checkbox"/> Own <input type="checkbox"/> Rent
Street				Street			
City/State/Zip				City/State/Zip			
Former address if less than 2 years at present address				Former address if less than 2 years at present address			
Street				Street			
City/State/Zip				City/State/Zip			
Years at former address		<input type="checkbox"/> Own <input type="checkbox"/> Rent		Years at former address		<input type="checkbox"/> Own <input type="checkbox"/> Rent	
Marital Status	<input type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Unmarried (incl. single, divorced, widowed)	DEPENDENTS OTHER THAN LISTED BY CO-BORROWER		Marital Status	<input type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Unmarried (incl. single, divorced, widowed)	DEPENDENTS OTHER THAN LISTED BY BORROWER	
Name and Address of Employer		Years employed in this line of work or profession? _____ years Years on this job _____ <input type="checkbox"/> Self Employed *		Name and Address of Employer		Years employed in this line of work or profession? _____ years Years on this job _____ <input type="checkbox"/> Self Employed *	
Position/Title		Type of Business		Position/Title		Type of Business	
Social Security Number		Home Phone		Social Security Number		Home Phone	
		Business Phone				Business Phone	

GROSS MONTHLY INCOME				MONTHLY HOUSING EXPENSE **			DETAILS OF PURCHASE	
Item	Borrower	Co-Borrower	Total	Rent	PRESENT	PROPOSED	Do Not Complete if Refinance	
Base Empl. Income	\$	\$	\$	First Mortgage (P & I)	\$	\$	a. Purchase Price	\$
Overtime				Other Financing (P & I)			b. Total Closing Costs (Est.)	
Bonuses				Hazard Insurance			c. Prepaid Escrows (Est.)	
Commissions				Real Estate Taxes			d. Total (a + b + c)	\$
Dividends/Interest				Mortgage Insurance			e. Amount This Mortgage	()
Net Rental Income				Homeowner Assn. Dues			f. Other Financing	()
Other † (Before completing, see notice under Describe Other Income below.)				Other			g. Other Equity	()
				Total Monthly Pmt.	\$	\$	h. Amount of Cash Deposit	()
				Utilities			i. Closing Costs Paid by Seller	()
Total	\$	\$	\$	Total	\$	\$	j. Cash Req'd. For Closing (Est.)	\$

DESCRIBE OTHER INCOME		
<input type="checkbox"/> B—Borrower <input type="checkbox"/> C—Co-Borrower	NOTICE: † Alimony, child support, or separate maintenance income need not be revealed if the Borrower or Co-Borrower does not choose to have it considered as a basis for repaying this loan.	Monthly Amount
		\$

IF EMPLOYED IN CURRENT POSITION FOR LESS THAN TWO YEARS, COMPLETE THE FOLLOWING						
B/C	Previous Employer/School	City/State	Type of Business	Position/Title	Dates From/To	Monthly Income
						\$

THESE QUESTIONS APPLY TO BOTH BORROWER AND CO-BORROWER					
If a "yes" answer is given to a question in this column, please explain on an attached sheet.	Borrower Yes or No	Co-Borrower Yes or No		Borrower Yes or No	Co-Borrower Yes or No
Are there any outstanding judgments against you?	_____	_____	Are you a U.S. citizen?	_____	_____
Have you been declared bankrupt within the past 7 years?	_____	_____	If "no," are you a resident alien?	_____	_____
Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years?	_____	_____	If "no," are you a non-resident alien?	_____	_____
Are you a party to a law suit?	_____	_____	Explain Other Financing or Other Equity (if any).	_____	_____
Are you obligated to pay alimony, child support, or separate maintenance?	_____	_____	_____	_____	_____
Is any part of the down payment borrowed?	_____	_____	_____	_____	_____
Are you a co-maker or endorser on a note?	_____	_____	_____	_____	_____

* The lender may require business credit report, signed Federal Income Tax returns for last two years; and, if available, audited Profit and Loss Statements plus balance sheet for same period.
 ** All Present Monthly Housing Expenses of Borrower and Co-Borrower should be listed on a combined basis.

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried co-borrowers if their assets and liabilities are sufficiently joined so that the Statement can be meaningfully and fairly presented on a combined basis; otherwise separate Statements and Schedules are required. If the co-borrower section was completed about a spouse, this statement and supporting schedules must be completed about that spouse also.

Completed Jointly Not Completed Jointly

ASSETS

LIABILITIES AND PLEDGED ASSETS

Indicate by (*) those liabilities or pledged assets which will be satisfied upon sale of real estate owned or upon refinancing of subject property.

STATEMENT OF ASSETS AND LIABILITIES

Description	Cash or Market Value	Creditors' Name, Address and Account Number	Acct. Name if Not Borrower's	Mo. Pmt. and Mos. Left to Pay	Unpaid Balance
Cash Deposit Toward Purchase Held By	\$	Installment Debts (Include "revolving" charge accounts) Co. Acct. No.		\$ Pmt/Mos.	\$
Checking and Savings Accounts (Show Names of Institutions - Account Numbers) Bank, S&L or Credit Union		Addr. City Co. Acct. No.		/	
Addr. City Acct. No. Bank, S&L or Credit Union		Addr. City Co. Acct. No.		/	
Addr. City Acct. No. Bank, S&L or Credit Union		Addr. City Co. Acct. No.		/	
Addr. City Acct. No. Bank, S&L or Credit Union		Addr. City Co. Acct. No.		/	
Addr. City Acct. No.		Other Debts including Stock Pledges		/	
Stocks and Bonds (No./Description)				/	
Life Insurance Net Cash Value Face Amount \$		Real Estate Loans Co. Acct. No. Addr. City		X	
Subtotal Liquid Assets		Co. Acct. No. Addr. City			
Real Estate Owned (enter Market Value from Schedule of Real Estate Owned)		Co. Acct. No. Addr. City			
Vested Interest in Retirement Fund		Automobile Loans Co. Acct. No. Addr. City		/	
Net worth of Business Owned (ATTACH FINANCIAL STATEMENT)		Co. Acct. No. Addr. City		/	
Automobiles Owned (Make and Year)		Co. Acct. No. Addr. City		/	
Furniture and Personal Property		Alimony/Child Support/Separate Maintenance Payments Owed to		/	
Other Assets (Itemize)				/	
Total Assets	A \$	Net Worth (A minus B) \$		Total Liabilities	B \$

SCHEDULE OF REAL ESTATE OWNED (If Additional Properties Owned Attach Separate Schedule)

Address of Property (Indicate S if Sold, PS if Pending Sale or R if Rental being held for income)	Type of Property	Present Market Value	Amount of Mortgages & Liens	Gross Rental Income	Mortgage Payments	Taxes, Ins. Maintenance and Misc.	Net Rental Income
		\$	\$	\$	\$	\$	\$
TOTALS		\$	\$	\$	\$	\$	\$

LIST PREVIOUS CREDIT REFERENCES

B—Borrower C—Co-Borrower	Creditor's Name and Address	Account Number	Purpose	Highest Balance	Date Paid
				\$	

List any additional names under which credit has previously been received _____

NOTICE - JOINT CREDIT: We intend to apply for joint credit. (initials) _____
AGREEMENT: The undersigned applies for the loan indicated in this application to be secured by a first mortgage or deed of trust on the property described herein, and represents that the property will not be used for any illegal or restricted purpose, and that all statements made in this application are true and are made for the purpose of obtaining the loan. Verification may be obtained from any source named in this application. The original or a copy of this application will be retained by the lender, even if the loan is not granted. The undersigned intend or do not intend to occupy the property as their primary residence.
 I/we fully understand that it is a federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1014.

Borrower's Signature _____ Date _____

Co-Borrower's Signature _____ Date _____

INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the federal government for certain types of loans related to a dwelling in order to monitor the lender's compliance with equal credit opportunity, fair housing, and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. You may select one or more designations for "Race." The law provides that a lender may not discriminate on the basis of this information, or on whether you choose to furnish it. However, if you choose not to furnish the information and you have made this application in person, under federal regulations the lender is required to note ethnicity, race, origin and sex on the basis of visual observation or surname. If you do not wish to furnish this information, please check below.

BORROWER I do not wish to furnish this information. **CO-BORROWER** I do not wish to furnish this information.

Ethnicity: Hispanic or Latino Not Hispanic or Latino **Ethnicity:** Hispanic or Latino Not Hispanic or Latino

Race: American Indian or Alaska Native Asian Black or African American **Race:** American Indian or Alaska Native Asian Black or African American
 Native Hawaiian or Other Pacific Islander White Native Hawaiian or Other Pacific Islander White

Sex: Female Male **Sex:** Female Male

TO BE COMPLETED BY INTERVIEWER

This application was taken by:

face to face interview _____ Interviewer _____ Name of Interviewer's Employer _____
 by mail _____
 by telephone _____ Interviewer's Phone Number _____ Address of Interviewer's Employer _____
 by internet _____

SERVICING DISCLOSURE STATEMENT

Lender
STATE BANK OF MISSOURI
101 NW 2ND ST. PO BOX 819
CONCORDIA, MO 64020

Borrower

Date

Loan Number

Property Address

NOTICE TO FIRST LIEN MORTGAGE LOAN APPLICANTS: THE RIGHT TO COLLECT YOUR MORTGAGE LOAN PAYMENTS MAY BE TRANSFERRED.

You are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. 2601 et seq.). RESPA gives you certain rights under Federal law. This statement describes whether the servicing for this loan may be transferred to a different loan servicer. "Servicing" refers to collecting your principal, interest, and escrow payments, if any, as well as sending any monthly or annual statements, tracking account balances, and handling other aspects of your loan. You will be given advance notice before a transfer occurs.

Servicing Transfer Information

- We may assign, sell, or transfer the servicing of your loan while the loan is outstanding.
- We do not service mortgage loans of the type for which you applied. We intend to assign, sell, or transfer the servicing of your mortgage loan before the first payment is due.
- The loan for which you have applied will be serviced at this financial institution and we do not intend to sell, transfer, or assign the servicing of the loan.

By signing below, I/we acknowledge receiving a copy of this disclosure.

Applicant Date

Applicant Date

Applicant Date

Applicant Date

STATE BANK OF MISSOURI
101 NW 2ND ST. PO BOX 819
CONCORDIA, MO 64020
Telephone: 1-660-463-2194
Fax Number: 1-660-463-2196
Lender

2010 5YR ARM DISCLOSURE 2 & 6 CAPS, 1 YR TREASURY INDEX, 5.50% FLOOR

This disclosure describes the features of the Adjustable Rate Mortgage (ARM) program you are considering. Information on other ARM programs is available upon request.

* This loan program has an adjustable rate feature. This means that your interest rate and payment amount can change.

HOW YOUR INTEREST RATE AND PAYMENT ARE DETERMINED

- * Your interest rate will be based on an index plus a margin, rounded up to the nearest .001 percent.
- * Your monthly payment will be based on the interest rate, loan balance, and remaining loan term.
- * Your payment will be rounded to the nearest \$0.01.
- * The interest rate will be based on the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year (1 Year Treasury Index) plus our margin rounded up to the nearest .001 percent. Ask us for our current interest rate and margin.
- * Information about the index is published weekly in The Wall Street Journal.
- * Your interest rate will equal the index rate plus margin, rounded up to the nearest .001 percent, unless your interest rate "caps" limit the amount of change in the interest rate.

HOW YOUR INTEREST RATE CAN CHANGE

- * Your interest rate can change annually.
- * Your interest rate cannot increase or decrease more than 2.000 percentage point(s) in any one year period.
- * Your interest rate cannot increase more than 6.000 percentage point(s) above the initial interest rate over the term of the loan.
- * Your interest rate will never be less than 5.500 percent.

HOW YOUR PAYMENT CAN CHANGE

- * Your payment can change every 12 payment(s) based on changes in the interest rate.
- * Your monthly payment may increase or decrease substantially based on changes in the interest rate.
- * You will be notified in writing at least 25 days but no more than 120 days before the due date of a payment at a new level. This notice will contain information about your interest rates, payment amount, and loan balance.
- * For example, on a \$10,000 5-year loan with an initial interest rate of 5.500 in effect in January 2010, the maximum amount that the interest rate can rise under this program is 6.000 percentage point(s), to 11.500 percent, and the monthly payment can rise from an initial payment of \$191.01 to a maximum of \$208.63 in the 37th month (3 years, 1 month). To see what your payments would be, divide your mortgage amount by \$10,000; then multiply the monthly payment by that amount (for example, the monthly payment for a mortgage amount of \$60,000 would be: $\$60,000 / \$10,000 = 6$; $6 \times \$191.01 = \$1,146.06$ per month).

ADDITIONAL TERMS. YOUR INITIAL INTEREST RATE IS NOT BASED ON THE INDEX USED TO MAKE LATER ADJUSTMENTS. YOUR LOAN HAS A 5.50% FLOOR, MEANING THE RATE WILL NEVER BE LESS THAN 5.50%. ASK US FOR THE CURRENT PREMIUM AMOUNT FOR THIS ADJUSTABLE RATE MORTGAGE.

This is not a commitment to make a loan.

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Lender

2010 15 YR ARM DISCLOSURE 2 & 6 CAPS, 1 YR TREASURY INDEX, 5.50% FLOOR

This disclosure describes the features of the Adjustable Rate Mortgage (ARM) program you are considering. Information on other ARM programs is available upon request.

* This loan program has an adjustable rate feature. This means that your interest rate and payment amount can change.

HOW YOUR INTEREST RATE AND PAYMENT ARE DETERMINED

- * Your interest rate will be based on an index plus a margin, rounded to the nearest .001 percent.
- * Your monthly payment will be based on the interest rate, loan balance, and remaining loan term.
- * Your payment will be rounded to the nearest \$0.01.
- * The interest rate will be based on the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year (1 Year Treasury Index) plus our margin rounded to the nearest .001 percent. Ask us for our current interest rate and margin.
- * Information about the index is published weekly in The Wall Street Journal.
- * Your interest rate will equal the index rate plus margin, rounded to the nearest .001 percent, unless your interest rate "caps" limit the amount of change in the interest rate.

HOW YOUR INTEREST RATE CAN CHANGE

- * Your interest rate can change annually.
- * Your interest rate cannot increase or decrease more than 2.000 percentage point(s) in any one year period.
- * Your interest rate cannot increase more than 6.000 percentage point(s) above the initial interest rate over the term of the loan.
- * Your interest rate will never be less than 5.500 percent.

HOW YOUR PAYMENT CAN CHANGE

- * Your payment can change every 12 payment(s) based on changes in the interest rate.
- * Your monthly payment may increase or decrease substantially based on changes in the interest rate.
- * You will be notified in writing at least 25 days but no more than 120 days before the due date of a payment at a new level. This notice will contain information about your interest rates, payment amount, and loan balance.
- * For example, on a \$10,000 15-year loan with an initial interest rate of 5.500 in effect in January 2010, the maximum amount that the interest rate can rise under this program is 6.000 percentage point(s), to 11.500 percent, and the monthly payment can rise from an initial payment of \$81.71 to a maximum of \$112.70 in the 37th month (3 years, 1 month). To see what your payments would be, divide your mortgage amount by \$10,000; then multiply the monthly payment by that amount (for example, the monthly payment for a mortgage amount of \$60,000 would be: $\$60,000 / \$10,000 = 6$; $6 \times \$81.71 = \490.26 per month).

ADDITIONAL TERMS. YOUR INITIAL INTEREST RATE IS NOT BASED ON THE INDEX USED TO MAKE LATER ADJUSTMENTS. YOUR LOAN HAS A 5.50% FLOOR, MEANING THE RATE WILL NEVER BE LESS THAN 5.50%. ASK US FOR THE CURRENT PREMIUM AMOUNT FOR THIS ADJUSTABLE RATE MORTGAGE.

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Lender

2010 30 YR ARM DISCLOSURE, 2 & 6 CAPS, 1YR TREASURY INDEX, 5.50% FLOOR

This disclosure describes the features of the Adjustable Rate Mortgage (ARM) program you are considering. Information on other ARM programs is available upon request.

* This loan program has an adjustable rate feature. This means that your interest rate and payment amount can change.

HOW YOUR INTEREST RATE AND PAYMENT ARE DETERMINED

- * Your interest rate will be based on an index plus a margin, rounded up to the nearest .001 percent.
- * Your monthly payment will be based on the interest rate, loan balance, and remaining loan term.
- * Your payment will be rounded to the nearest \$0.01.
- * The interest rate will be based on the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year (1 Year Treasury Index) plus our margin rounded up to the nearest .001 percent. Ask us for our current interest rate and margin.
- * Information about the index is published weekly in The Wall Street Journal.
- * Your interest rate will equal the index rate plus margin, rounded up to the nearest .001 percent, unless your interest rate "caps" limit the amount of change in the interest rate.

HOW YOUR INTEREST RATE CAN CHANGE

- * Your interest rate can change annually.
- * Your interest rate cannot increase or decrease more than 2.000 percentage point(s) in any one year period.
- * Your interest rate cannot increase more than 6.000 percentage point(s) above the initial interest rate over the term of the loan.
- * Your interest rate will never be less than 5.500 percent.

HOW YOUR PAYMENT CAN CHANGE

- * Your payment can change every 12 payment(s) based on changes in the interest rate.
- * Your monthly payment may increase or decrease substantially based on changes in the interest rate.
- * You will be notified in writing at least 25 days but no more than 120 days before the due date of a payment at a new level. This notice will contain information about your interest rates, payment amount, and loan balance.
- * For example, on a \$10,000 30-year loan with an initial interest rate of 5.500 in effect in January 2010, the maximum amount that the interest rate can rise under this program is 6.000 percentage point(s), to 11.500 percent, and the monthly payment can rise from an initial payment of \$56.78 to a maximum of \$97.31 in the 37th month (3 years, 1 month). To see what your payments would be, divide your mortgage amount by \$10,000; then multiply the monthly payment by that amount (for example, the monthly payment for a mortgage amount of \$60,000 would be: $\$60,000 / \$10,000 = 6$; $6 \times \$56.78 = \340.68 per month).

ADDITIONAL TERMS. YOUR INITIAL INTEREST RATE IS NOT BASED ON THE INDEX USED TO MAKE LATER ADJUSTMENTS. YOUR LOAN HAS A 5.50% FLOOR, MEANING THE RATE WILL NEVER BE LESS THAN 5.50%. ASK US FOR THE CURRENT PREMIUM AMOUNT FOR THIS ADJUSTABLE RATE MORTGAGE.

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101 NW 2ND ST. PO BOX 819

CONCORDIA, MO 64020

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Fax Number: 1-660-463-2196

Lender

2010 3 YR (5) ARM DISCLOSURE 2 & 6 CAPS, 1 YR TREASUREY INDEX, 6% FLOOR

This disclosure describes the features of the Adjustable Rate Mortgage (ARM) program you are considering. Information on other ARM programs is available upon request.

* This loan program has an adjustable rate feature. This means that your interest rate and payment amount can change.

HOW YOUR INTEREST RATE AND PAYMENT ARE DETERMINED

* Your interest rate will be based on an index plus a margin, rounded up to the nearest .001 percent.

* Your monthly payment will be based on the interest rate, loan balance, and remaining loan term.

* Your payment will be rounded to the nearest \$0.01.

* The interest rate will be based on the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year (1 Year Treasury Index 1) plus our margin rounded up to the nearest .001 percent. Ask us for our current interest rate and margin.

* Information about the index is published weekly in The Wall Street Journal.

* Your interest rate will equal the index rate plus margin, rounded up to the nearest .001 percent, unless your interest rate "caps" limit the amount of change in the interest rate.

HOW YOUR INTEREST RATE CAN CHANGE

* Your interest rate can change every 3 years.

* Your interest rate cannot increase or decrease more than 2.000 percentage point(s) at each adjustment.

* Your interest rate cannot increase more than 6.000 percentage point(s) above the initial interest rate over the term of the loan.

* Your interest rate will never be less than 6.000 percent.

HOW YOUR PAYMENT CAN CHANGE

* Your payment can change every 36 payment(s) based on changes in the interest rate.

* Your monthly payment may increase or decrease substantially based on changes in the interest rate.

* You will be notified in writing at least 25 days but no more than 120 days before the due date of a payment at a new level. This notice will contain information about your interest rates, payment amount, and loan balance.

* For example, on a \$10,000 5-year loan with an initial interest rate of 6.000 in effect in January 2010, the maximum amount that the interest rate can rise under this program is 2.000 percentage point(s), to 8.000 percent, and the monthly payment can rise from an initial payment of \$193.33 to a maximum of \$197.28 in the 37th month (3 years, 1 month). To see what your payments would be, divide your mortgage amount by \$10,000; then multiply the monthly payment by that amount (for example, the monthly payment for a mortgage amount of \$60,000 would be: $\$60,000 / \$10,000 = 6$; $6 \times \$193.33 = \$1,159.98$ per month).

ADDITIONAL TERMS. YOUR INITIAL INTEREST RATE IS NOT BASED ON THE INDEX USED TO MAKE LATER ADJUSTMENTS. YOUR LOAN HAS A 6.00% FLOOR, MEANING THE RATE WILL NEVER BE LESS THAN 6.00%. ASK US FOR THE CURRENT PREMIUM AMOUNT FOR THIS ADJUSTABLE RATE MORTGAGE.

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Lender

2010 3-YR ARM (15) DISCLOSURE 2 & 6 CAPS, 1 YR TREASURY INDEX, 6% FLOOR

This disclosure describes the features of the Adjustable Rate Mortgage (ARM) program you are considering. Information on other ARM programs is available upon request.

* This loan program has an adjustable rate feature. This means that your interest rate and payment amount can change.

HOW YOUR INTEREST RATE AND PAYMENT ARE DETERMINED

- * Your interest rate will be based on an index plus a margin, rounded up to the nearest .001 percent.
- * Your monthly payment will be based on the interest rate, loan balance, and remaining loan term.
- * Your payment will be rounded to the nearest \$0.01.
- * The interest rate will be based on the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year (1 Year Treasury Index) plus our margin rounded up to the nearest .001 percent. Ask us for our current interest rate and margin.
- * Information about the index is published weekly in The Wall Street Journal.
- * Your interest rate will equal the index rate plus margin, rounded up to the nearest .001 percent, unless your interest rate "caps" limit the amount of change in the interest rate.

HOW YOUR INTEREST RATE CAN CHANGE

- * Your interest rate can change every 3 years.
- * Your interest rate cannot increase or decrease more than 2.000 percentage point(s) at each adjustment.
- * Your interest rate cannot increase more than 6.000 percentage point(s) above the initial interest rate over the term of the loan.
- * Your interest rate will never be less than 6.000 percent.

HOW YOUR PAYMENT CAN CHANGE

- * Your payment can change every 36 payment(s) based on changes in the interest rate.
- * Your monthly payment may increase or decrease substantially based on changes in the interest rate.
- * You will be notified in writing at least 25 days but no more than 120 days before the due date of a payment at a new level. This notice will contain information about your interest rates, payment amount, and loan balance.
- * For example, on a \$10,000 15-year loan with an initial interest rate of 6.000 in effect in January 2010, the maximum amount that the interest rate can rise under this program is 6.000 percentage point(s), to 12.000 percent, and the monthly payment can rise from an initial payment of \$84.39 to a maximum of \$106.82 in the 109th month (9 years, 1 month). To see what your payments would be, divide your mortgage amount by \$10,000; then multiply the monthly payment by that amount (for example, the monthly payment for a mortgage amount of \$60,000 would be: $\$60,000 / \$10,000 = 6$; $6 \times \$84.39 = \506.34 per month).

ADDITIONAL TERMS. YOUR INITIAL INTEREST RATE IS NOT BASED ON THE INDEX USED TO MAKE LATER ADJUSTMENTS. YOUR LOAN HAS A 6.00% FLOOR, MEANING THE RATE WILL NEVER BE LESS THAN 6.00%. ASK US FOR THE CURRENT PREMIUM AMOUNT FOR THIS ADJUSTABLE RATE MORTGAGE.

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Lender

2010 3 YR (30) ARM DISCLOSURE 2 & 6 CAPS, 1 YR TREASURY INDEX, 6% FLOOR

This disclosure describes the features of the Adjustable Rate Mortgage (ARM) program you are considering. Information on other ARM programs is available upon request.

- * This loan program has an adjustable rate feature. This means that your interest rate and payment amount can change.

HOW YOUR INTEREST RATE AND PAYMENT ARE DETERMINED

- * Your interest rate will be based on an index plus a margin, rounded up to the nearest .001 percent.
- * Your monthly payment will be based on the interest rate, loan balance, and remaining loan term.
- * Your payment will be rounded to the nearest \$0.01.
- * The interest rate will be based on the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year (1 Year Treasury Index) plus our margin rounded up to the nearest .001 percent. Ask us for our current interest rate and margin.
- * Information about the index is published weekly in The Wall Street Journal.
- * Your interest rate will equal the index rate plus margin, rounded up to the nearest .001 percent, unless your interest rate "caps" limit the amount of change in the interest rate.

HOW YOUR INTEREST RATE CAN CHANGE

- * Your interest rate can change every 3 years.
- * Your interest rate cannot increase or decrease more than 2.000 percentage point(s) at each adjustment.
- * Your interest rate cannot increase more than 6.000 percentage point(s) above the initial interest rate over the term of the loan.
- * Your interest rate will never be less than 6.000 percent.

HOW YOUR PAYMENT CAN CHANGE

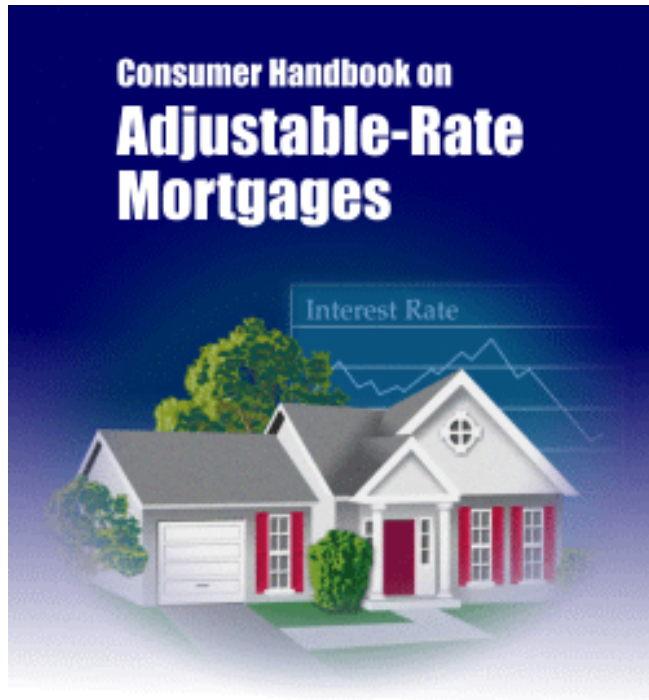
- * Your payment can change every 36 payment(s) based on changes in the interest rate.
- * Your monthly payment may increase or decrease substantially based on changes in the interest rate.
- * You will be notified in writing at least 25 days but no more than 120 days before the due date of a payment at a new level. This notice will contain information about your interest rates, payment amount, and loan balance.
- * For example, on a \$10,000 30-year loan with an initial interest rate of 6.000 in effect in January 2010, the maximum amount that the interest rate can rise under this program is 6.000 percentage point(s), to 12.000 percent, and the monthly payment can rise from an initial payment of \$59.95 to a maximum of \$97.35 in the 109th month (9 years, 1 month). To see what your payments would be, divide your mortgage amount by \$10,000; then multiply the monthly payment by that amount (for example, the monthly payment for a mortgage amount of \$60,000 would be: $\$60,000 / \$10,000 = 6$; $6 \times \$59.95 = \359.70 per month).

ADDITIONAL TERMS. YOUR INITIAL INTEREST RATE IS NOT BASED ON THE INDEX USED TO MAKE LATER ADJUSTMENTS. YOUR LOAN HAS A 6.00% FLOOR, MEANING THE RATE WILL NEVER BE LESS THAN 6.00%. ASK US FOR THE CURRENT PREMIUM AMOUNT FOR THIS ADJUSTABLE RATE MORTGAGE.

This is not a commitment to make a loan.



The Federal Reserve Board



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Adjustable-rate mortgages (ARMs) are loans with interest rates that change. ARMs may start with lower monthly payments than fixed-rate mortgages, but keep the following in mind:

- [Your monthly payments could change](#). They could go up--sometimes by a lot--even if interest rates don't go up.
- [Your payments may not go down much, or at all](#)--even if interest rates go down.
- [You could end up owing more money than you borrowed](#)--even if you make all your payments on time.
- [If you want to pay off your ARM early](#) to avoid higher payments, you might have to pay a penalty.

You need to compare features of ARMs to find the one that best fits your needs. See the [Mortgage Shopping Worksheet](#).

This handbook explains how ARMs work and discusses some of the issues that borrowers may face. It includes ways to reduce the risks and gives some pointers about advertising and other ways you can get information from lenders and other trusted advisers. Important ARM terms are defined in a glossary. And the Mortgage Shopping Worksheet can help you ask the right questions and figure out whether an ARM is right for you. Ask lenders to help you fill out the worksheet so you can get the information you need to compare mortgages.

What Is an ARM?

An adjustable-rate mortgage differs from a fixed-rate mortgage in many ways. With a fixed-rate mortgage, the interest rate stays the same during the life of the loan. With an ARM, the interest rate changes periodically, usually in relation to an index, and payments may go up or down accordingly.

Shopping for a mortgage is not as simple as it used to be. To compare two ARMs with each other or to compare an ARM with a fixed-rate mortgage, you need to know about indexes, margins, discounts, caps on rates and payments, negative amortization, payment options, and recasting (recalculating) your loan. You need to consider the maximum amount your monthly payment could increase. Most important, you

need to know what might happen to your monthly mortgage payment in relation to your future ability to afford higher payments.

Lenders generally charge lower initial interest rates for ARMs than for fixed-rate mortgages. At first, this makes the ARM easier on your pocketbook than a fixed-rate mortgage for the same loan amount. Moreover, your ARM could be less expensive over a long period than a fixed-rate mortgage--for example, if interest rates remain steady or move lower.

Against these advantages, you have to weigh the risk that an increase in interest rates would lead to higher monthly payments in the future. It's a trade-off--you get a lower initial rate with an ARM in exchange for assuming more risk over the long run.

Here are some questions you need to consider:

- Is my income enough--or likely to rise enough--to cover higher mortgage payments if interest rates go up?
- Will I be taking on other sizable debts, such as a loan for a car or school tuition, in the near future?
- How long do I plan to own this home? (If you plan to sell soon, rising interest rates may not pose the problem they do if you plan to own the house for a long time.)
- Do I plan to make any additional payments or pay the loan off early?

Lenders and Brokers

Mortgage loans are offered by many kinds of lenders--such as banks, mortgage companies, and credit unions. You can also get a loan through a mortgage broker. Brokers "arrange" loans; in other words, they find a lender for you. Brokers generally take your application and contact several lenders, but keep in mind that brokers are not required to find the best deal for you unless they have contracted with you to act as

your agent.

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How ARMs Work: The Basic Features

Initial rate and payment

The initial rate and payment amount on an ARM will remain in effect for a limited period of time--ranging from just 1 month to 5 years or more. For some ARMs, the initial rate and payment can vary greatly from the rates and payments later in the loan term. Even if interest rates are stable, your rates and payments could change a lot. If lenders or brokers quote the initial rate and payment on a loan, ask them for the annual percentage rate (APR). If the APR is significantly higher than the initial rate, then it is likely that your rate and payments will be a lot higher when the loan adjusts, even if general interest rates remain the same.

The adjustment period

With most ARMs, the interest rate and monthly payment change every month, quarter, year, 3 years, or 5 years. The period between rate changes is called the *adjustment period*. For example, a loan with an adjustment period of 1 year is called a 1-year ARM, and the interest rate and payment can change once every year; a loan with a 3-year adjustment period is called a 3-year ARM.

Loan Descriptions

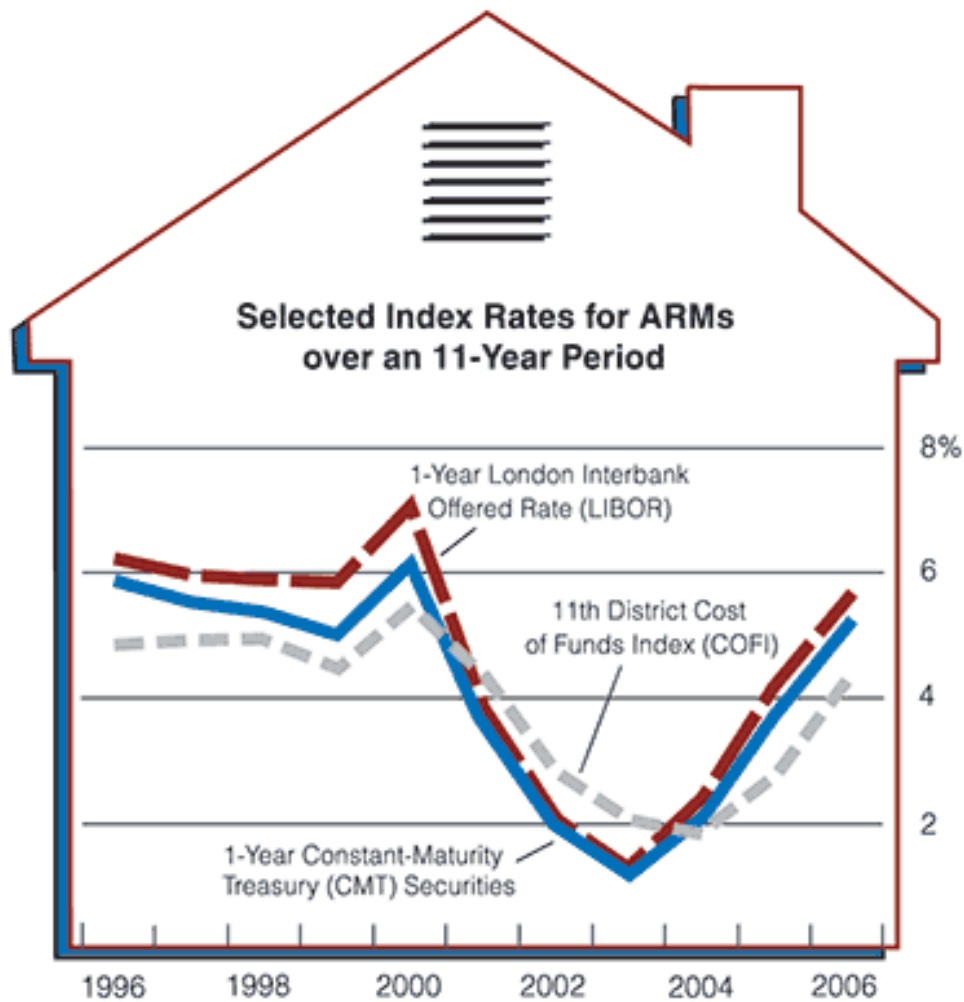
Lenders must give you written information on each type of ARM loan you are interested in. The information must include the terms and conditions for each loan, including information about the index and margin, how your rate will be calculated, how often your rate can change, limits on changes (or *caps*), an example of how high your monthly payment might go, and other ARM features such as negative amortization.

The index

The interest rate on an ARM is made up of two parts: the index and the margin. The index is a measure of interest rates generally, and the margin is an extra amount that the lender adds. Your payments will be affected by any caps, or limits, on how high or low your rate can go. If the index rate moves up, so does your interest rate in most circumstances, and you will probably have to make higher monthly payments. On the other hand, if the index rate goes down, your monthly payment could go down. Not all ARMs adjust downward, however--be sure to read the information for the loan you are considering.

Lenders base ARM rates on a variety of indexes. Among the most common indexes are the rates on 1-year constant-maturity Treasury (CMT) securities, the Cost of Funds Index (COFI), and the London Interbank Offered Rate (LIBOR). A few lenders use their own cost of funds as an index, rather than using other indexes. You should ask what index will be used, how it has fluctuated in the past, and where it is published--you can find a lot of this information in major newspapers and on the Internet.

To help you get an idea of how to compare different indexes, the following chart shows a few common indexes over an 11-year period (1996-2006). As you can see, some index rates tend to be higher than others, and some change more often. But if a lender bases interest-rate adjustments on the average value of an index over time, your interest rate would not change as dramatically.



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The margin

To determine the interest rate on an ARM, lenders add a few percentage points to the index rate, called the *margin*. The amount of the margin may differ from one lender to another, but it is usually constant over the life of the loan. The *fully indexed rate* is equal to the margin plus the index. If the initial rate on the loan is less than the fully indexed rate, it is called a *discounted index rate*. For example, if the lender uses an index that currently is 4% and adds a 3% margin, the fully indexed rate would be

Index	4%
+ Margin	3%
Fully indexed rate	7%

If the index on this loan rose to 5%, the fully indexed rate would be 8% (5% + 3%). If the index fell to 2%, the fully indexed rate would be 5% (2% + 3%).

Some lenders base the amount of the margin on your credit record--the better your credit, the lower the margin they add--and the lower the interest you will have to pay on your mortgage. In comparing ARMs, look at both the index and margin for each program.

No-Doc/Low-Doc Loans

When you apply for a loan, lenders usually require documents to prove that your income is high enough to repay the loan. For example, a lender might ask to see copies of your most recent pay stubs, income tax filings, and bank account statements. In a no-doc or low-doc loan, the lender doesn't require you to bring proof of your income, but you will usually have to pay a higher interest rate or extra fees to get the loan. Lenders generally charge more for no-doc/low-doc loans.

Interest-rate caps

An interest-rate cap places a limit on the amount your interest rate can increase. Interest caps come in two versions:

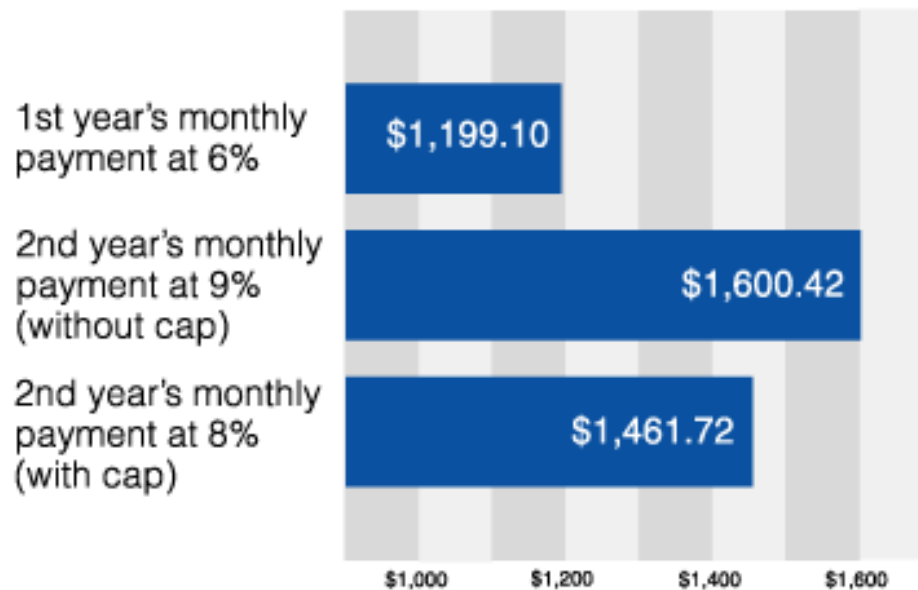
- *periodic adjustment caps*, which limit the amount the interest rate can adjust up or down from one adjustment period to the next after the first adjustment, and
- *lifetime caps*, which limit the interest-rate increase over the life of the loan. By law, virtually all ARMs must have a lifetime cap.

Periodic adjustment caps

Let's suppose you have an ARM with a periodic adjustment interest-rate cap of 2%. However, at the first adjustment, the index rate has risen 3%. The following example shows what happens.

Examples in This Handbook

All examples in this handbook are based on a \$200,000 loan amount and a 30-year term. Payment amounts in the examples do not include taxes, insurance, condominium or home-owner association fees, or similar items. These amounts can be a significant part of your monthly payment.



Difference in 2nd year between payment with cap and payment without = \$138.70 per month

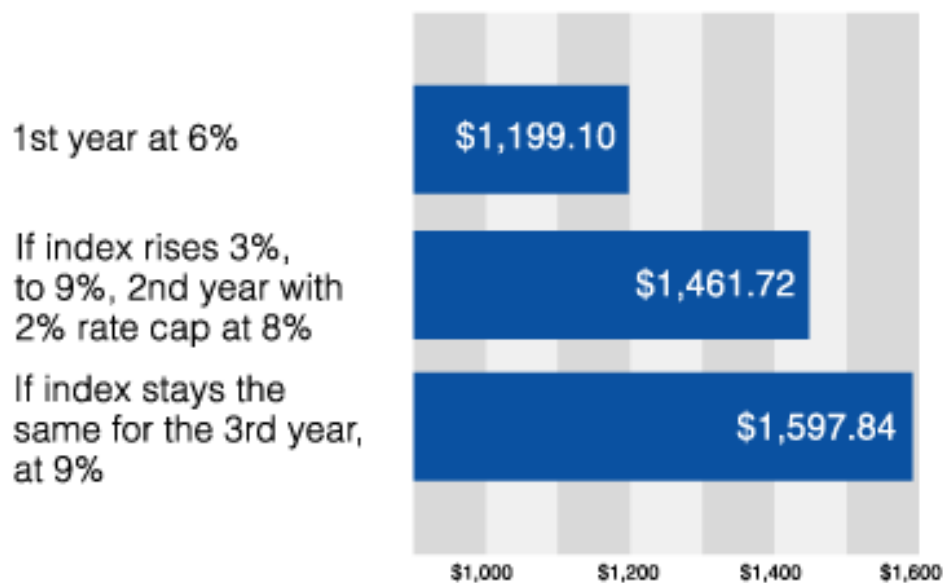
In this example, because of the cap on your loan, your monthly payment in year 2 is \$138.70 per month lower than it would be without the cap, saving you \$1,664.40 over the year.

Some ARMs allow a larger rate change at the first adjustment and then apply a periodic adjustment cap to all future adjustments.

A drop in interest rates does not always lead to a drop in your monthly payments. With some ARMs that have interest-rate caps, the cap may hold your rate and payment below what it would have been if the

change in the index rate had been fully applied. The increase in the interest that was not imposed because of the rate cap might carry over to future rate adjustments. This is called *carryover*. So at the next adjustment date, your payment might increase even though the index rate has stayed the same or declined.

The following example shows how carryovers work. Suppose the index on your ARM increased 3% during the first year. Because this ARM limits rate increases to 2% at any one time, the rate is adjusted by only 2%, to 8% for the second year. However, the remaining 1% increase in the index carries over to the next time the lender can adjust rates. So when the lender adjusts the interest rate for the third year, the rate increases by 1%, to 9%, even if there is no change in the index during the second year.



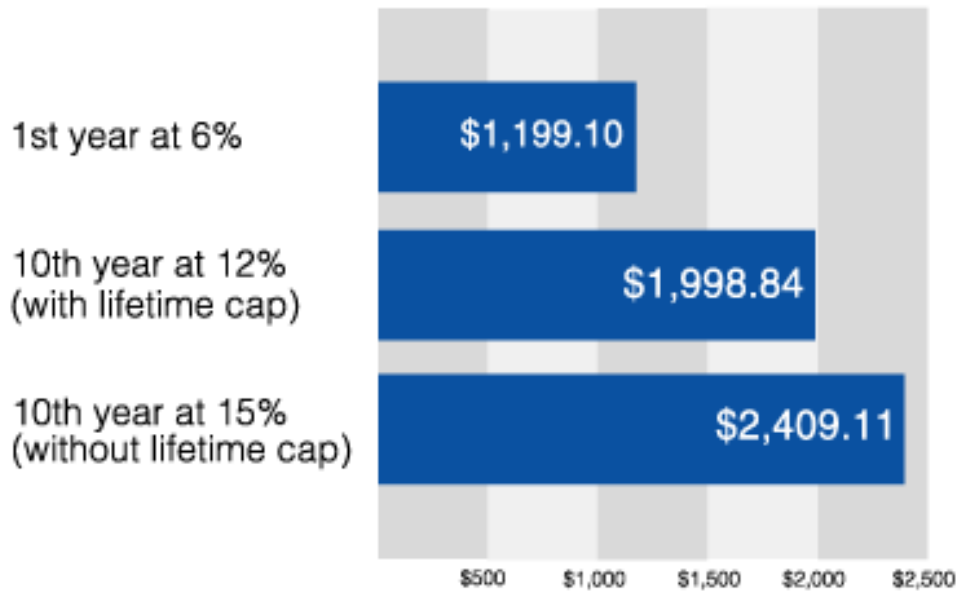
In general, the rate on your loan can go up at any scheduled adjustment date when the lender's standard ARM rate (the index plus the margin) is higher than the rate you are paying before that adjustment.

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Lifetime caps

The next example shows how a lifetime rate cap would affect your loan. Let's say that your ARM starts out with a 6% rate and the loan has a 6% lifetime cap--that is, the rate can never exceed 12%. Suppose the index rate increases 1% in each of the next 9 years. With a 6% overall cap, your payment would never exceed \$1,998.84--compared with the \$2,409.11 that it would have reached in the tenth year without a

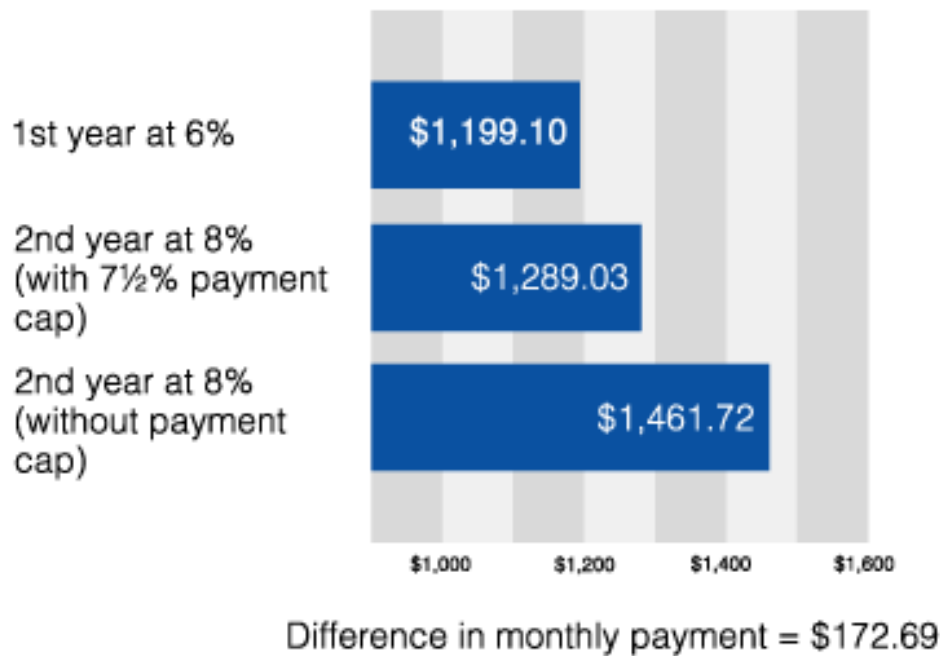
cap.



Payment caps

In addition to interest-rate caps, many ARMs—including payment-option ARMs—limit, or cap, the amount your monthly payment may increase at the time of each adjustment. For example, if your loan has a payment cap of 7½%, your monthly payment won't increase more than 7½% over your previous payment, even if interest rates rise more. For example, if your monthly payment in year 1 of your mortgage was \$1,000, it could only go up to \$1,075 in year 2 (7½% of \$1,000 is an additional \$75). Any interest you don't pay because of the payment cap will be added to the balance of your loan. A payment cap can limit the increase to your monthly payments but also can add to the amount you owe on the loan. (This is called [*negative amortization*](#).)

Let's assume that your rate changes in the first year by 2 percentage points but your payments can increase no more than 7½% in any one year. The following graph shows what your monthly payments would look like.



While your monthly payment will be only \$1,289.03 for the second year, the difference of \$172.69 each month will be added to the balance of your loan and will lead to negative amortization.

Some ARMs with payment caps do not have periodic interest-rate caps. In addition, as explained below, most payment-option ARMs have a built-in recalculation period, usually every 5 years. At that point, your payment will be recalculated (lenders use the term *recast*) based on the remaining term of the loan. If you have a 30-year loan and you are at the end of year 5, your payment will be recalculated for the remaining 25 years. The payment cap does not apply to this adjustment. If your loan balance has increased, or if interest rates have risen faster than your payments, your payments could go up a lot.

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Types of ARMs

Hybrid ARMs

Hybrid ARMs often are advertised as 3/1 or 5/1 ARMs--you might also see ads for 7/1 or 10/1 ARMs. These loans are a mix--or a hybrid--of a fixed-rate period and an adjustable-rate period. The interest rate is fixed for the first few years of these loans--for example, for 5 years in a 5/1 ARM. After that, the rate may adjust annually (the 1 in the 5/1 example), until the loan is paid off. In the case of 3/1 or 5/1 ARMs

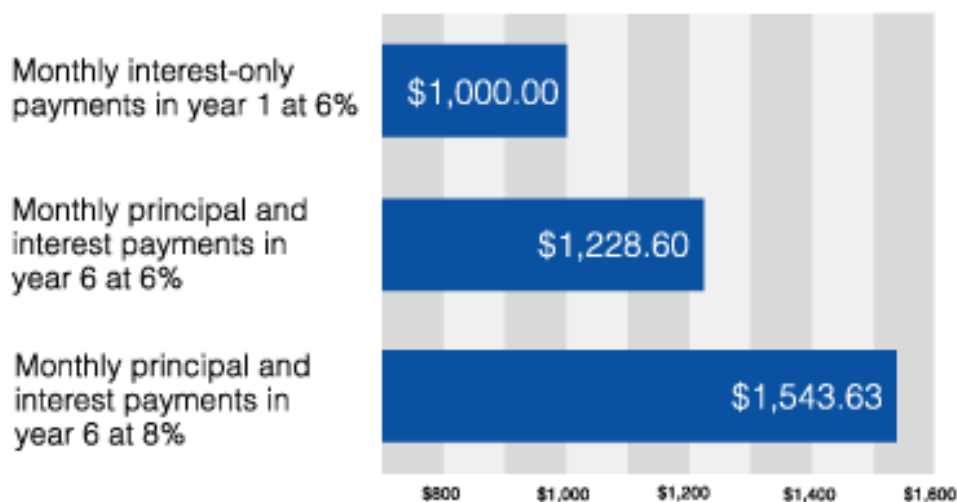
- the first number tells you how long the fixed interest-rate period will be and
- the second number tells you how often the rate will adjust after the initial period.

You may also see ads for 2/28 or 3/27 ARMs--the first number tells you how long the fixed interest-rate period will be, and the second number tells you the number of years the rates on the loan will be adjustable. Some 2/28 and 3/27 mortgages adjust every 6 months, not annually.

Interest-only ARMs

An interest-only (I-O) ARM payment plan allows you to pay only the interest for a specified number of years, typically between 3 and 10 years. This allows you to have smaller monthly payments for a period of time. After that, your monthly payment will increase--even if interest rates stay the same--because you must start paying back the principal as well as the interest each month. For some I-O loans, the interest rate adjusts during the I-O period as well.

For example, if you take out a 30-year mortgage loan with a 5-year I-O payment period, you can pay only interest for 5 years and then you must pay both the principal and interest over the next 25 years. Because you begin to pay back the principal, your payments increase after year 5, even if the rate stays the same. Keep in mind that the longer the I-O period, the higher your monthly payments will be after the I-O period ends.



Payment-option ARMs

A payment-option ARM is an adjustable-rate mortgage that allows you to choose among several payment options each month. The options typically include the following:

- *a traditional payment of principal and interest*, which reduces the amount you owe on your mortgage. These payments are based on a set loan term, such as a 15-, 30-, or 40-year payment schedule.
- *an interest-only payment*, which pays the interest but does not reduce the amount you owe on your mortgage as you make your payments.
- *a minimum (or limited) payment* that may be less than the amount of interest due that month and may not reduce the amount you owe on your mortgage. If you choose this option, the amount of any interest you do not pay will be added to the principal of the loan, **increasing the amount you owe and your future monthly payments**, and increasing the amount of interest you will pay over the life of the loan. In addition, if you pay only the minimum payment in the last few years of the loan, you may owe a larger payment at the end of the loan term, called a *balloon payment*.

The interest rate on a payment-option ARM is typically very low for the first few months (for example, 2% for the first 1 to 3 months). After that, the interest rate usually rises to a rate closer to that of other mortgage loans. Your payments during the first year are based on the initial low rate, meaning that if you only make the minimum payment each month, it will not reduce the amount you owe and it may not cover the interest due. The unpaid interest is added to the amount you owe on the mortgage, and your loan balance increases. This is called *negative amortization*. This means that even after making many payments, you could owe more than you did at the beginning of the loan. Also, as interest rates go up, your payments are likely to go up.

Payment-option ARMs have a built-in recalculation period, usually every 5 years. At this point, your payment will be recalculated (lenders use the term *recast*) based on the remaining term of the loan. If you have a 30-year loan and you are at the end of year 5, your payment will be recalculated for the remaining 25 years. If your loan balance has increased because you have made only minimum payments, or if interest rates have risen faster than your payments, your payments will increase each time your loan is

recast. At each recast, your new minimum payment will be a fully amortizing payment and any payment cap will not apply. This means that your monthly payment can increase a lot at each recast.

Lenders may recalculate your loan payments before the recast period if the amount of principal you owe grows beyond a set limit, say 110% or 125% of your original mortgage amount. For example, suppose you made only minimum payments on your \$200,000 mortgage and had any unpaid interest added to your balance. If the balance grew to \$250,000 (125% of \$200,000), your lender would recalculate your payments so that you would pay off the loan over the remaining term. It is likely that your payments would go up substantially.

More information on interest-only and payment-option ARMs is available in the Federal Reserve Board's brochure titled [*Interest-Only Mortgage Payments and Payment-Option ARMs--Are They for You?*](#)

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Consumer Cautions

Discounted interest rates

Many lenders offer more than one type of ARM. Some lenders offer an ARM with an initial rate that is lower than their fully indexed ARM rate (that is, lower than the sum of the index plus the margin). Such rates--called discounted rates, start rates, or teaser rates--are often combined with large initial loan fees, sometimes called *points*, and with higher rates after the initial discounted rate expires.

Your lender or broker may offer you a choice of loans that may include "discount points" or a "discount fee." You may choose to pay these points or fees in return for a lower interest rate. But keep in mind that the lower interest rate may only last until the first adjustment.

If a lender offers you a loan with a discount rate, don't assume that means that the loan is a good one for you. You should carefully consider whether you will be able to afford higher payments in later years when the discount expires and the rate is adjusted.

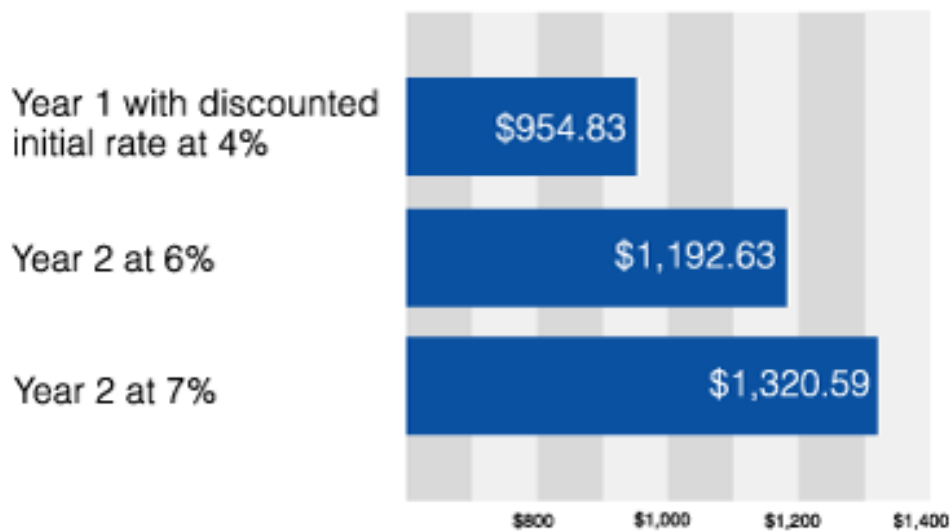
Here is an example of how a discounted initial rate might work. Let's assume that the lender's fully

indexed one-year ARM rate (index rate plus margin) is currently 6%; the monthly payment for the first year would be \$1,199.10. But your lender is offering an ARM with a discounted initial rate of 4% for the first year. With the 4% rate, your first-year's monthly payment would be \$954.83.

With a discounted ARM, your initial payment will probably remain at \$954.83 for only a limited time--and any savings during the discount period may be offset by higher payments over the remaining life of the mortgage. If you are considering a discount ARM, be sure to compare future payments with those for a fully indexed ARM. In fact, if you buy a home or refinance using a deeply discounted initial rate, you run the risk of payment shock, negative amortization, or prepayment penalties or conversion fees.

Payment shock

Payment shock may occur if your mortgage payment rises sharply at a rate adjustment. Let's see what would happen in the second year if the rate on your discounted 4% ARM were to rise to the 6% fully indexed rate.



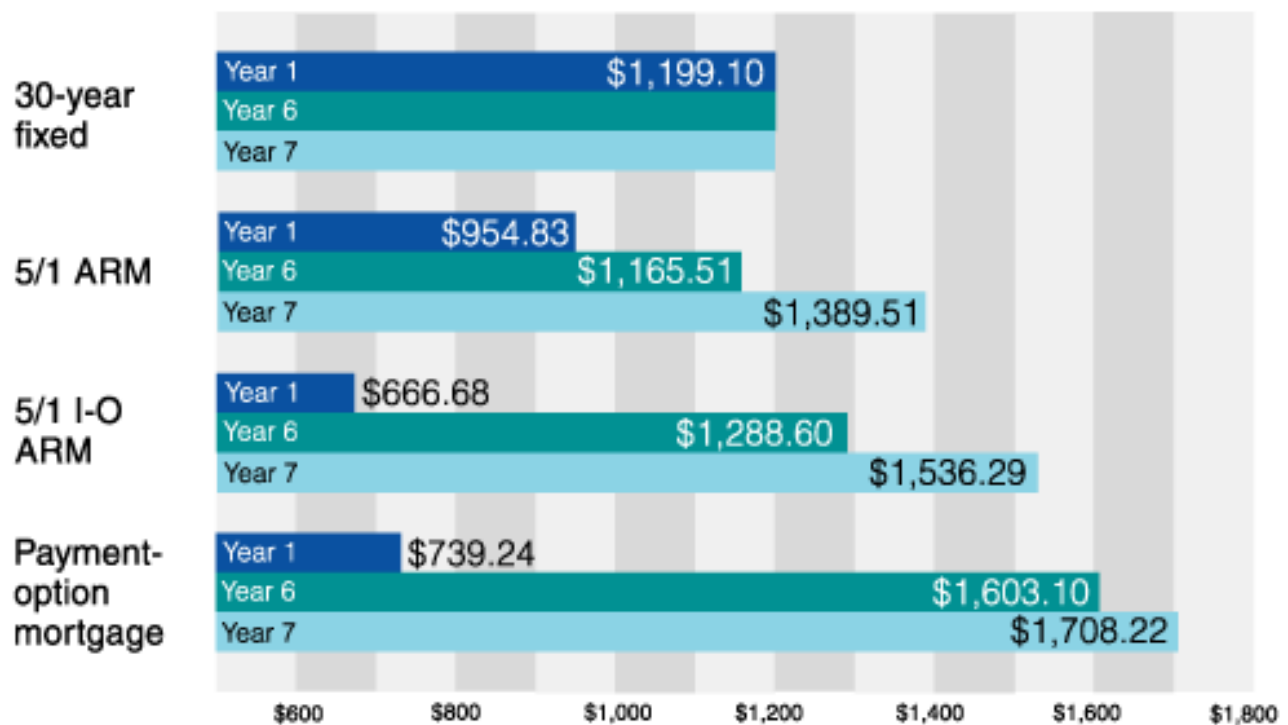
As the example shows, even if the index rate were to stay the same, your monthly payment would go up from \$954.83 to \$1,192.63 in the second year.

Suppose that the index rate increases 1% in one year and the ARM rate rises to 7%. Your payment in the second year would be \$1,320.59.

That's an increase of \$365.76 in your monthly payment. You can see what might happen if you choose an ARM because of a low initial rate without considering whether you will be able to afford future payments.

If you have an interest-only ARM, payment shock can also occur when the interest-only period ends. Or, if you have a payment-option ARM, payment shock can happen when the loan is recast.

The following example compares several different loans over the first 7 years of their terms; the payments shown are for years 1, 6, and 7 of the mortgage, assuming you make interest-only payments or minimum payments. The main point is that, depending on the terms and conditions of your mortgage and changes in interest rates, ARM payments can change quite a bit over the life of the loan--so while you could save money in the first few years of an ARM, you could also face much higher payments in the future.



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Negative amortization--When you owe more money than you borrowed

Negative amortization means that the amount you owe increases even when you make all your required

payments on time. It occurs whenever your monthly mortgage payments are not large enough to pay all of the interest due on your mortgage--the unpaid interest is added to the principal on your mortgage, and you will owe more than you originally borrowed. This can happen because you are making only minimum payments on a payment-option mortgage or because your loan has a payment cap.

For example, suppose you have a \$200,000, 30-year payment-option ARM with a 2% rate for the first 3 months and a 6% rate for the remaining 9 months of the year. Your minimum payment for the year is \$739.24, as shown in the graph above. However, once the 6% rate is applied to your loan balance, you are no longer covering the interest costs. If you continue to make minimum payments on this loan, your loan balance at the end of the first year of your mortgage would be \$201,118--or \$1,118 more than you originally borrowed.

Because payment caps limit only the amount of payment increases, and not interest-rate increases, payments sometimes do not cover all the interest due on your loan. This means that the unpaid interest is automatically added to your debt, and interest may be charged on that amount. You might owe the lender more later in the loan term than you did at the beginning.

A payment cap limits the increase in your monthly payment by deferring some of the interest. Eventually, you would have to repay the higher remaining loan balance at the interest rate then in effect. When this happens, there may be a substantial increase in your monthly payment.

Some mortgages include a cap on negative amortization. The cap typically limits the total amount you can owe to 110% to 125% of the original loan amount. When you reach that point, the lender will set the monthly payment amounts to fully repay the loan over the remaining term. Your payment cap will not apply, and your payments could be substantially higher. You may limit negative amortization by voluntarily increasing your monthly payment.

Be sure you know whether the ARM you are considering can have negative amortization.

Home Prices, Home Equity, and ARMs

Sometimes home prices rise rapidly, allowing people to quickly build equity in their homes. This can make some people think that even if the rate and payments on their ARM get too high, they can avoid those higher payments by refinancing their loan or, in the worst case, selling their home. It's important to remember that home prices do not always go up quickly--they may increase a little or remain the same, and sometimes they fall. If housing prices fall, your home may not be worth as much as you owe on the mortgage. Also, you may find it difficult to refinance your loan to get a lower monthly payment or rate. Even if home prices stay the same, if your loan lets you make minimum payments (see [payment-option ARMs](#)), you may owe your lender more on your mortgage than you could get from selling your home.

Prepayment penalties and conversion

If you get an ARM, you may decide later that you don't want to risk any increases in the interest rate and payment amount. When you are considering an ARM, ask for information about any extra fees you would have to pay if you pay off the loan early by refinancing or selling your home, and whether you would be able to convert your ARM to a fixed-rate mortgage.

Prepayment penalties

Some ARMs, including interest-only and payment-option ARMs, may require you to pay special fees or penalties if you refinance or pay off the ARM early (usually within the first 3 to 5 years of the loan). Some loans have *hard prepayment penalties*, meaning that you will pay an extra fee or penalty if you pay off the loan during the penalty period for any reason (because you refinance or sell your home, for

example). Other loans have *soft prepayment penalties*, meaning that you will pay an extra fee or penalty only if you refinance the loan, but you will not pay a penalty if you sell your home. Also, some loans may have prepayment penalties even if you make only a partial prepayment.

Prepayment penalties can be several thousand dollars. For example, suppose you have a 3/1 ARM with an initial rate of 6%. At the end of year 2 you decide to refinance and pay off your original loan. At the time of refinancing, your balance is \$194,936. If your loan has a prepayment penalty of 6 months' interest on the remaining balance, you would owe about \$5,850.

Sometimes there is a trade-off between having a prepayment penalty and having lower origination fees or lower interest rates. The lender may be willing to reduce or eliminate a prepayment penalty based on the amount you pay in loan fees or on the interest rate in the loan contract.

If you have a hybrid ARM--such as a 2/28 or 3/27 ARM--be sure to compare the prepayment penalty period with the ARM's first adjustment period. For example, if you have a 2/28 ARM that has a rate and payment adjustment after the second year, but the prepayment penalty is in effect for the first 5 years of the loan, it may be costly to refinance when the first adjustment is made.

Most mortgages let you make additional principal payments with your monthly payment. In most cases, this is *not* considered prepayment, and there usually is no penalty for these extra amounts. Check with your lender to make sure there is no penalty if you think you might want to make this type of additional principal prepayment.

Conversion fees

Your agreement with the lender may include a clause that lets you convert the ARM to a fixed-rate mortgage at designated times. When you convert, the new rate is generally set using a formula given in your loan documents.

The interest rate or up-front fees may be somewhat higher for a convertible ARM. Also, a convertible ARM may require a fee at the time of conversion.

Graduated-payment or stepped-rate loans

Some fixed-rate loans start with one rate for one or two years and then change to another rate for the remaining term of the loan. While these are not ARMs, your payment will go up according to the terms of your contract. Talk with your lender or broker and read the information provided to you to make sure you understand when and by how much the payment will change.

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Where to Get Information

Disclosures from lenders

You should receive information in writing about each ARM program you are interested in before you have paid a nonrefundable fee. It is important that you read this information and ask the lender or broker about anything you don't understand--index rates, margins, caps, and other ARM features such as negative amortization. After you have applied for a loan, you will get more information from the lender about your loan, including the APR, a payment schedule, and whether the loan has a prepayment penalty.

The APR is the cost of your credit as a yearly rate. It takes into account interest, points paid on the loan, any fees paid to the lender for making the loan, and any mortgage insurance premiums you may have to pay. You can compare APRs on similar ARMs (for example, compare APRs on a 5/1 and a 3/1 ARM) to determine which loan will cost you less in the long term, but you should keep in mind that because the interest rate for an ARM can change, APRs on ARMs cannot be compared directly to APRs for fixed-rate mortgages.

You may want to talk with financial advisers, housing counselors, and other trusted advisers. Contact a local housing counseling agency, call the [U.S. Department of Housing and Urban Development](#) toll-free at 800-569-4287, or visit online to find a center near you.

Newspapers and the Internet

When buying a home or refinancing your existing mortgage, remember to shop around. Compare costs

and terms, and negotiate for the best deal. Your local newspaper and the Internet are good places to start shopping for a loan. You can usually find information on interest rates and points for several lenders. Since rates and points can change daily, you'll want to check information sources often when shopping for a home loan.

The [Mortgage Shopping Worksheet](#) may also help you. Take it with you when you speak to each lender or broker and write down the information you obtain. Don't be afraid to make lenders and brokers compete with each other for your business by letting them know that you are shopping for the best deal.

Advertisements

Any initial information you receive about mortgages probably will come from advertisements or mail solicitations from builders, real estate brokers, mortgage brokers, and lenders. Although this information can be helpful, keep in mind that these are marketing materials--the ads and mailings are designed to make the mortgage look as attractive as possible. These ads may play up low initial interest rates and monthly payments, without emphasizing that those rates and payments could increase substantially later. So, get all the facts.

Any ad for an ARM that shows an initial interest rate should also show how long the rate is in effect and the APR on the loan. If the APR is much higher than the initial rate, your payments may increase a lot after the introductory period, even if interest rates stay the same.

Choosing a mortgage may be the most important financial decision you will make. You are entitled to have all the information you need to make the right decision. Don't hesitate to ask questions about ARM features when you talk to lenders, mortgage brokers, real estate agents, sellers, and your attorney, and keep asking until you get clear and complete answers.

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The information on this site is also available in the brochure "Consumer Handbook on Adjustable-Rate Mortgages." Single or multiple copies of the brochure are available without charge. Order the brochure [by telephone, mail, or fax](#). Order [online](#).

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