



NAILAH K. BYRD
CUYAHOGA COUNTY CLERK OF COURTS
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Cleveland, Ohio 44113

Court of Common Pleas

New Case Electronically Filed:
July 31, 2017 14:16

By: TED M. TRAUT 0072514

Confirmation Nbr. 1133308

HUNTINGTON NATIONAL BANK NA

CV 17 883795

vs.

SANTINO DIBERARDINO

Judge: KELLY ANN GALLAGHER

Pages Filed: 9



COMMON PLEAS COURT
CUYAHOGA COUNTY, OHIO

DESIGNATION FORM TO BE USED BY COUNSEL
TO INDICATE THE CLASSIFICATION OF THE CAUSE

THE HUNTINGTON NATIONAL BA

Case No. _____

Plaintiff NA

vs.

Judge: _____

SANTINO DIBERARDINO

Defendant (s)

Has this case been previously filed & dismissed? Yes [] No [X]
Case # _____ Judge: _____
Is this case related to any case now pending or previously filed? Yes [] No [X]
Case # _____ Judge: _____

CIVIL CLASSIFICATIONS: Place an (X) in ONE Classification Only.

Professional Torts:

- 1311 Medical Malpractice
1315 Dental Malpractice
1316 Optometric Malpractice
1317 Chiropractic Malpractice
1312 Legal Malpractice
1313 Other Malpractice

Product Liability:

- 1330 Product Liability

Other Torts:

- 1310 Motor Vehicle Accident
1314 Consumer Relief (ORC 1345)
1350 Misc. Tort

Workers Compensation:

- 1550 Workers Compensation
1531 Workers Comp. Asbestos

Amount of Controversy:
None Stated []
Less than \$25,000 []
Prayer Amount \$ 43,986.42 [X]

Foreclosures:

Utilize Separate Foreclosure Designation Form

Commercial Docket:

- 1386 (Temp. Sup.R 1.03)
1390 Cognovit

Administrative Appeals:

- 1540 Employee Services
1551 Other

Other Civil:

- 1500 Replevin/Attachment
1382 Business Contact
1384 Real Estate Contract
1388 Consumer Debt [X]
1391 Other Contract
1490 Foreign Judgment
1491 Stalking Civil Protection Order
1501 Misc Other
1502 Petition to contest Adam Walsh Act
1503 Certificate of Qualification for Employment

Parties have previously attempted one of the following prior to filing:
Arbitration []
Early Neutral Evaluation []
Mediation []
None [X]

I certify that to the best of my knowledge the within case is not related to any now pending or previously filed, except as noted above.

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Ted M. Traut

Attorney of Record

0072514

Attorney Registration Number

Signature

CUYAHOGA COUNTY COURT OF COMMON PLEAS
Cuyahoga County, Ohio

THE HUNTINGTON NATIONAL BANK, NA
2361 MORSE ROAD, NC2W21
COLUMBUS, OH 43229

CASE NO.

PLAINTIFF

VS.

COMPLAINT

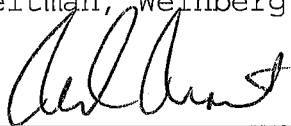
SANTINO DIBERARDINO
8090 STRATFORD DR APT 407
NORTH ROYALTON, OH 44133

DEFENDANT

1. The Defendant applied for and received a Line of Credit, payable according to the terms and conditions contained in the Line of Credit Agreement. Plaintiff is the holder of the Line of Credit executed by the Defendant. A copy of the Line of Credit is attached hereto as Exhibit A.
2. The Defendant failed to make payments according to the terms of said Agreement and by virtue thereof is indebted to the Plaintiff in the principal sum of \$43986.42.
3. Although Plaintiff has made demand upon the Defendant to liquidate the balance due and owing, the Defendant failed and refused to do so.

WHEREFORE, the Plaintiff prays for judgment against the Defendant in the principal sum of \$43986.42, and court costs.

Weltman, Weinberg & Reis Co., L.P.A.



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PERSONAL CREDIT LINE

Agreement and Disclosure Statement - Secured

30591271210110

This agreement states the terms of your Personal Credit Line account. As used in this agreement, "you" and "your" mean each person who signs this agreement as a customer. If there is more than one customer, each of you is responsible both individually and jointly under this agreement. This is known as "joint and several" responsibility. "We", "us" and "our" mean The Huntington National Bank, with its main office in Columbus, Ohio. "Credit Card" means any credit card we issue to access this account.

GOVERNING LAW

THE INTEREST RATE, FEES AND CHARGES, AND OTHER TERMS OF THIS AGREEMENT AND YOUR ACCOUNT ARE GOVERNED BY FEDERAL LAW. HOWEVER, TO THE EXTENT FEDERAL LAW DOES NOT APPLY OR REFERS TO OR INCORPORATES STATE LAW, THE LAW OF THE STATE OF OHIO SHALL BE APPLICABLE. If applicable law makes part of this agreement void, the other terms will still be enforceable.

Date Of This Agreement: May 30, 2009

Real Estate Securing This Agreement:

Draw Period: From the date of this agreement, or the end of any applicable rescission period that begins on the date of this agreement, whichever is later, to the end of the monthly statement period in which the 10th anniversary of the date of this agreement occurs (generally, 10 years).

41 VISTA RIDGE CIR
HINCKLEY, OH 44233-9234

Repayment Period: Scheduled from the end of the Draw Period to the payment due for the 240th monthly statement period after the end of the Draw Period (generally, 20 years), unless your account is paid off earlier.

Other Property Securing This Agreement:

Credit Limit: \$ 55,000.00

Margin For Primary Line Feature: 2.00 percentage points

Margin For Personal Selection Features: 5.75 percentage points

Beginning Rate For Primary Line Feature: The beginning ANNUAL PERCENTAGE RATE for the Primary Line Feature is 5.25% (0.438% monthly periodic rate). This beginning annual percentage rate

does not include the effect of the Preferred Rate Discount for making payments by automatic funds transfer (see Section 2.9).

If this box is checked, the beginning ANNUAL PERCENTAGE RATE and monthly periodic rate for the Primary Line Feature are not based on the index and margin used to make later rate changes. If they had been, they would have been an ANNUAL PERCENTAGE RATE of % monthly periodic rate. This annual percentage rate does not include the effect of the Preferred Rate

Discount for making payments by automatic funds transfer (see Section 2.9).

Rate Change Begin Month:

The Rate Change Begin Month is June 2009 (month) (year)

Rate For Personal Selection Features At Account Opening: If you request a Personal Selection Feature at the time you open your account, the ANNUAL PERCENTAGE RATE for that Personal Selection Feature is 8.80% (0.733% monthly periodic rate). This annual percentage rate

does not include the effect of the Preferred Rate Discount for making payments by automatic funds transfer (see Section 2.9).

Account Fees: You agree to pay the following fees that are applicable to your account as indicated where we have checked the applicable box. These fees will be debited to your account when due:

Annual Fee \$0.00

Overline Fee: For any monthly statement period for which the total outstanding balance of your account exceeds your credit limit by more than 1.25% of the credit limit, determined as of the closing date of that monthly statement period: \$25.00

Late Fee: For each minimum payment that we do not receive within 10 days after the due date for that payment: \$25.00

Returned Item Fee: Each time you pay us with a check, money order, preauthorized charge or other item that is returned to us unpaid after we try to collect it: \$25.00 (This charge will not apply if the item is drawn on a deposit account with us which is subject to a charge for returned items)

Stop Payment Fee: Each time you place a stop payment order on any Personal Credit Line Check you have written on your account: \$25.00

Personal Selection Feature Set-Up Fee: For each Personal Selection Feature that you request and we agree to set up: \$75 FINANCE CHARGE

Personal Selection Feature Conversion Fee: For converting any Personal Selection Feature balance to the Primary Line Feature \$100 FINANCE CHARGE

Other Charges: You agree to pay the following other charges that are applicable to your account as indicated. These fees will be debited to your account when due:

FINANCE CHARGE Related to Account Opening:

Mortgage Broker Fee FINANCE CHARGE \$

To:

Origination Fee FINANCE CHARGE \$

To:

Settlement / Closing Costs FINANCE CHARGE \$

To:

Express Mail / Courier Fee FINANCE CHARGE \$

To:

Real Estate Fees Imposed by Third Parties:

Abstract / Title Search \$

To:

Flood Certification \$

To:

Appraisal Report \$

To:

Title Insurance \$

To:

Fees and Taxes Paid to Public Officials:

Mortgage/Deed of Trust Recording \$

Mortgage/Deed of Trust Release \$

Filing Fee \$

State Tax/Stamps \$

Intangible Tax \$

The following provisions where we have checked the box apply to your account:

Early Cancellation Fee: You agree to pay an early cancellation fee of \$250 if you cancel your account within 3 years from the date of this agreement.

Construction Financing: The provisions of Section 1.9 with respect to use of your account for construction financing are applicable to your account.

Credit Insurance, Debt Cancellation Or Debt Suspension Products: Credit insurance, debt cancellation and debt suspension products are NOT REQUIRED to obtain credit, and will not be provided unless you sign and agree to pay the additional cost. Your choice whether or not to buy credit insurance or debt cancellation or debt suspension protection has NO effect on our decision to approve your account, and we do NOT consider your credit insurance or debt cancellation or debt suspension product choice in any way when we make our decision whether or not to approve your account. Your choice of an insurance company or other provider to furnish credit insurance or debt cancellation or debt suspension protection will not affect our decision regarding the extension of credit to you. If you want credit insurance or debt cancellation or debt suspension protection (depending on which we are offering), you must sign separate documents provided for this purpose.

NOTICE: This Personal Credit Line Agreement is contained on six (6) numbered pages. All of the provisions on all pages are a part of this agreement.

Acknowledgement

By signing this agreement, each of you is telling us:

- That each of you has received a copy of all of the pages of this agreement.
That each of you has read the entire agreement.
That we have given each of you the chance to ask any questions you may have about this agreement.
That each of you agrees to comply with all of the terms and conditions of this agreement.
That our employees or agents have not told you anything that disagrees with the terms of this written agreement.
That if you elected our optional debt cancellation product, you signed for it on a separate form and received a copy of the Personal Credit Line Agreement Rider for Debt Cancellation.
That you received a copy of our Customer Information Privacy Notice.

Approved and accepted by The Huntington National Bank, Columbus, Ohio

By: [Signature]

[Signature] Customer: SANTINO DIBERARDINO



21161818

EXHIBIT A

1. SETTING UP YOUR ACCOUNT AND GETTING FUNDS

1.1 Multiple Features

- (a) **Account Structure.** Your Personal Credit Line account consists of a primary credit line portion (the "Primary Line Feature") and as many optional subaccounts that you request and we agree to set up (each being a "Personal Selection Feature"). The total outstanding balance of your account includes all balances in the Primary Line Feature and all Personal Selection Features.
- (b) **Types Of Personal Selection Features.** We offer two types of Personal Selection Features: (i) a Fixed-Payment Personal Selection Feature and (ii) an Interest-Only Personal Selection Feature.
- (c) **Fixed-Payment Personal Selection Features.** For balances in a Fixed-Payment Personal Selection Feature, we provide a fixed monthly payment amount payable over a term that you choose and a fixed annual percentage rate. You may choose any of the following number of months for the term of a Fixed-Payment Personal Selection Feature: 12, 24, 36, 48, 60, 72, 84, 96, 108, 120, 180 or 240. Fixed-Payment Personal Selection Features can only be set up prior to 3 months before the end of the Draw Period.
- (d) **Interest-Only Personal Selection Features.** For balances in an Interest-Only Personal Selection Feature, we provide a fixed annual percentage rate over a time period that you choose and an interest-only payment amount. You may choose any of the following number of months as the time period for which the fixed annual percentage rate will apply: 12, 36, 60 or 24. We call this the "Fixed-Rate Period". However, the selected period for the fixed annual percentage rate is only available if it ends before the end of the Draw Period. Once the Fixed-Rate Period ends, the Interest-Only Personal Selection Feature will continue until the earlier of payoff of the balance in that Interest-Only Personal Selection Feature or the end of the Draw Period. During the time after the end of the Fixed-Rate Period, the annual percentage rate for that Interest-Only Personal Selection Feature will be a variable rate. If the balance in that Interest-Only Personal Selection Feature at or near the end of the Draw Period (as we determine), we will transfer that balance to the Primary Line Feature at that time.
- (e) **Set Up Of Personal Selection Features.** All advances and purchases for your account will first be posted to the Primary Line Feature. In order for us to set up a Personal Selection Feature, you must request us to do so, tell us which type of Personal Selection Feature you are requesting, and sign any documents we require in connection with setting it up. Once that is done and we approve setting up the Personal Selection Feature, we will transfer the amount identified in your request from the Primary Line Feature to the Personal Selection Feature. This amount may represent advances or purchases or both from the Primary Line Feature, as we determine. The minimum amount to set up a Personal Selection Feature is \$2,500.00. Only one amount may be transferred to any one Personal Selection Feature. Additional amounts may not be added to a Personal Selection Feature. We will charge a Personal Selection Feature set-up fee as shown on the first page of this agreement for each Personal Selection Feature that we set up.
- (f) **Converting Personal Selection Feature Balances To Primary Line Feature.** Subject to our approval, we will terminate a Personal Selection Feature and transfer the balance in that Personal Selection Feature to the Primary Line Feature. If any of you requests us to do that and signs any documents we require in connection with that, we will charge a Personal Selection Feature conversion fee as shown on the first page of this agreement for each Personal Selection Feature that we terminate at your request. This conversion fee does not apply to any balance we transfer from an Interest-Only Personal Selection Feature to the Primary Line Feature pursuant to Section 1.1(c).

1.2 Draw Period

- (a) **Term Of Draw Period.** The "Draw Period" is the period of time that you will be able to use this account to obtain advances or make purchases. The length of the Draw Period for your account is shown on the first page of this agreement.
- (b) **Beginning Of Draw Period.** The Draw Period begins on the date of this agreement shown on the first page of this agreement. However, if there is a rescission period required by applicable law starting on the date of this agreement, the Draw Period begins at the end of that rescission period.
- (c) **Draw Period Not Extended.** The length of the Draw Period is not extended or otherwise affected by any of the following:
 - Any period of time during which your credit limit is suspended or reduced by you or by us.
 - The establishment of any Personal Selection Feature.
 - The existence of any construction financing period.
- (d) **End Of Draw Period.** After the end of the Draw Period, you will no longer be able to use this account to obtain advances or make purchases. At the end of the Draw Period, you must destroy (or give us back if we ask you to) any access devices (such as checks or credit cards) we gave you for this account.
- (e) **Repayment Period.** The scheduled length of the Repayment Period is shown on the first page of this agreement, and begins at the end of the Draw Period. You must pay off the total outstanding balance of the account during the Repayment Period and any extension that we grant of the Repayment Period (see Section 3.4).

1.3 Advances and Purchases

- (a) **Our Agreement.** We agree to loan you funds during the Draw Period to the full amount of your credit limit, less any finance charges or other charges that we include in the total outstanding balance of your account. We agree to do this either by making advances to you or by paying for purchases that you make from merchants which honor your Credit Card issued for this account. Our agreement to make these advances to you or allow you to make purchases is subject to all of the terms of this agreement.
- (b) **Advances.** Subject to all of the terms of this agreement, you can use your account to obtain advances in any of the following ways:
 - By writing Personal Credit Line Checks.
 - By using your Credit Card issued for this account to obtain cash advances from any of our offices or other financial institutions that honor your Credit Card or from any automated teller machine that accepts your Credit Card.
 - By directing us to pay-off existing loan(s) and transfer the balance(s) to this account.
 - By authorizing us to debit this account for advances under the construction loan agreement (Section 1.9(b)).
 - By using your account to make transfers or payments through any bill payment service if the transaction is presented to us as a cash advance.
 - By any other access device or other means of access which we authorize or allow.
- (c) **Purchases.** Subject to all of the terms of this agreement, you can use your Credit Card issued with this account to purchase goods and services from merchants who honor your Credit Card. We may from time to time post debits to your account as purchases.
- (d) **Multiple Account Owners.** Any one of you may individually use your Personal Credit Line Checks, Credit Card, or any other access device or other means we authorize or allow to obtain advances or

- make purchases. We are not able to honor any request to require more than one of you to sign Personal Credit Line Checks or otherwise authorize an advance or purchase.
- (e) **Refusal To Accept.** We will not be liable to you or anyone else if anyone refuses to accept your Personal Credit Line Checks or Credit Card or any other access device or means of access. If any automated teller machine runs out of cash or receipts, or does not work properly, we are not liable, except for any billing error.
- (f) **Limitations.** Financial institutions (including us) or merchants that honor credit cards or that operate automated teller machines may have limits on the number or dollar amount of transactions during any period of time. These limits may apply when you use your Credit Card at these financial institutions or merchants. Any advance requested in cash at an automated teller machine or otherwise is subject to availability of cash at the facility at which the advance is requested.
- (g) **Fees Charged By Others.** If you use your Credit Card to obtain advances at an automated teller machine ("ATM") that is not ours, you may be charged a fee by the ATM operator or any network used. In addition, you may be charged fees by other third parties for use of your Credit Card or other access device or means of access, such as (i) for purchases at stores or merchants, and (ii) for obtaining advances at banks, financial institutions or other businesses that honor your Credit Card.
- (h) **Payments On This Account.** You are not permitted to use Personal Credit Line Checks, your Credit Card or any other access device or means of access to make payments due on this account.

1.4 Personal Credit Line Checks

- (a) **Prohibition.** You are not permitted to write postdated Personal Credit Line Checks.
- (b) **Cash Advances.** All Personal Credit Line Checks you write are cash advances, even if you write one to a merchant or anyone else to purchase goods or services.

1.5 Credit Card

A Credit Card for this account is optional. We may issue a Credit Card for this account at your request. However, we are not required to issue any Credit Card for this account, even if you ask us to, and we will not issue a Credit Card for this account if applicable law prohibits us from doing so. If we do not issue any Credit Card for this account, the references in this agreement to "Credit Card" are of no effect. If we do issue a Credit Card for this account, it is solely as an optional access device that we may terminate at any time and for any reason without otherwise affecting this agreement or your ability to obtain advances by other means.

1.6 Transferred Balances

Transferred Balances If we open this account for you in order to replace an existing account, you authorize us to transfer the balances and any trailing activity on the existing account to this account.

1.7 Promise To Pay

You promise to pay for all advances, purchases, finance charges, other charges and any other balances on your account when due in accordance with the terms of this agreement. You agree to this if the funds are obtained or the charges are incurred by you or any other person that you authorize. You agree to this even if the person you authorize exceeds your authority. If you authorize another person to use your Credit Card or Personal Credit Line Checks or any other access device or means of access and you want to terminate that person's authority, you must recover the Credit Card, Personal Credit Line Checks or other access device from that person or otherwise terminate that person's means of access.

1.8 Credit Limit

- (a) **Amount.** We show the amount of your credit limit on the first page of this agreement. We may also show it on your monthly statements. You agree not to let the total outstanding balance of your account go over your credit limit.
- (b) **Account Balance.** The total outstanding balance of your account is the sum of:
 - The amount or portion of all advances and purchases you have not repaid.
 - Any unpaid finance charges on your account.
 - Any unpaid other charges on your account.
 - Any other amounts due on your account.
- (c) **Overlimit.** We do not have to permit any advance or pay for any purchase if it would cause the total outstanding balance of your account to go over your credit limit. If we allow the advance or purchase anyway, or if finance charges or fees put you overlimit, you will still have to repay the overlimit amounts and any related finance charges and other charges. See Section 1(a).
- (d) **Increase.** If you want to increase your credit limit, all of you must sign the documents we require. Any increase is subject to our product availability, underwriting criteria, and other conditions we require.

1.9 Construction Financing Period

- (a) **When Applicable.** The provisions of Section 1.9(b), (c), (d) and (e) apply to your account if we have checked the "Construction Financing" box on the first page of this agreement. You may only use your account for construction financing purposes if we agree to allow you to do so. Also, at the time you are opening this account you must have obtained a first mortgage construction loan from our mortgage loan division, Huntington Mortgage Group. For purposes of this Section 1.9, "construction financing" does not mean use of your account for home improvement purposes where there is no construction loan agreement as described in Section 1.9(b).
- (b) **Construction Loan Agreement.** You agree to enter into a separate construction loan agreement and draw schedule with us at the time this account is opened in order to use this account for construction financing purposes. You agree to comply with all of the terms and obligations of the construction loan agreement.
- (c) **Advances For Construction Purpose.** You are directing us to make advances under this account during the construction financing period only for the purpose of financing construction on the real property securing this account. You authorize us to make such advances by debiting this account in accordance with the provisions of the construction loan agreement and draw schedule. You specifically direct us not to make advances for other purposes during the construction financing period. You specifically direct that we not issue to you any Personal Credit Line Checks, Credit Cards or other access devices in connection with this account during the construction financing period.
- (d) **Term Of Construction Financing Period.** We will notify you when the construction financing period ends. Until the construction is completed and all costs have been paid, you are not permitted to cancel, suspend or reduce the credit limit or change the construction financing period without our prior written consent.
- (e) **After Construction Financing Period.** After the end of the construction financing period, the provisions of this Section 1.9 shall no longer be applicable, and the limitation on use of advances that you have requested for the construction financing period shall no longer be applicable. We may at that time issue to you Personal Credit Line Checks or a Credit Card for use with this account if you have requested a Credit Card and if we have agreed to issue it.



2. FINANCE CHARGE AND ANNUAL PERCENTAGE RATE

- 2.1 Finance Charge Not Determined By Periodic Rate
 - (a) Finance Charge Related To Account Opening. You agree to pay any finance charge related to account opening that is shown on the first page of this agreement.
 - (b) Other Finance Charge Fees. You agree to pay when applicable the following additional finance charges: (i) the Personal Selection Feature setup fee shown on the first page of this agreement, and (ii) the Personal Selection Feature conversion fee shown on the first page of this agreement.
 - (c) Not in Annual Percentage Rate. Any finance charge not determined by the periodic rate will not be reflected in the annual percentage rate or rates applicable under this agreement.

- 2.2 Finance Charge Determined By Periodic Rate
 - (a) When Rate Begins. We charge a finance charge on each advance and purchase by applying a monthly periodic rate. For advances, this finance charge begins on the date we make the advance. However, for any Personal Credit Line Check it begins on the date we pay the check. For purchases, the finance charge begins on the date the transaction is posted to your account. There is no grace period.
 - (b) Rate We Charge. For each monthly statement period, we figure this finance charge separately for each of the following categories:
 - Advances in the Primary Line Feature.
 - Purchases in the Primary Line Feature.
 - Balances (whether purchases or advances) in each Personal Selection Feature.
 We do this by multiplying a monthly periodic rate times the average daily balance for each category (including current transactions). The monthly periodic rate for each category is 1/12th of the ANNUAL PERCENTAGE RATE in effect for the monthly statement period for that category. We round each monthly periodic rate in the manner and to the number of decimal places that we determine.

- 2.3 Average Daily Balance
 - (a) Ending Daily Balance. To calculate the average daily balance, we first determine the ending daily balance each day. We do this separately for each category identified in Section 2.2(b). To do this:
 - We start with the ending daily balance of each category from the previous day (on the first day of this account for the Primary Line Feature, and on the first day of any Personal Selection Feature, that amount is \$0).
 - We then add to each balance, as applicable, the new day's advances and purchases.
 - We then subtract from each balance, as applicable, the new day's payments and credits which are applied to such balance.
 - (b) Averaging Method. We then add together the ending daily balances for each day in the monthly statement period. We do this separately for each category identified in Section 2.2(b). We then divide the total for each category by the number of days in that monthly statement period. This gives us the average daily balance for each category.

- 2.4 Annual Percentage Rate

The annual percentage rate or rates disclosed or used in this agreement do not include costs other than interest. These rates will be shown for the Primary Line Feature and each Personal Selection Feature on the monthly statements for your account as a "Corresponding Annual Percentage Rate". The monthly statements will also disclose an actual annual percentage rate for your account for each statement period. This will be disclosed on the monthly statements as the "Annual Percentage Rate" and (i) is based on the total finance charge imposed for the statement period (other than any finance charge related to account opening), and (ii) may be different from any "Corresponding Annual Percentage Rate" shown on the monthly statements and from the annual percentage rate or rates shown in this agreement.

- 2.5 Maximum Annual Percentage Rate

The maximum rate that we can charge for the Primary Line Feature or any Personal Selection Feature is an ANNUAL PERCENTAGE RATE of 18.00%. However, we will not permit the annual percentage rate to be, or increase to, a rate higher than permitted by applicable law. This maximum rate in this Section 2.5 refers to the annual percentage rates shown in this agreement and to any "Corresponding Annual Percentage Rate" shown on the monthly statements. It does not apply to the actual annual percentage rate for any statement period shown as the "Annual Percentage Rate" on the monthly statements.

- 2.6 Annual Percentage Rate For Primary Line Feature
 - (a) Beginning Annual Percentage Rate For Primary Line Feature. The annual percentage rate for the Primary Line Feature is a variable rate. The beginning annual percentage rate for the Primary Line Feature is shown on the first page of this agreement. This rate will apply until rate changes begin.
 - (b) Index And Margin. And Margin. We determine changes to the rate for the Primary Line Feature by using an index. To change the rate, we determine the value of that index at certain times and add a certain number of percentage points to it. The number of percentage points we add to the index is called the "margin".
 - (c) What Index We Use. The index that we use for the Primary Line Feature is the "Bank Prime Loan" rate published by the Board of Governors of the Federal Reserve System in its statistical release H.15(519) entitled "Selected Interest Rates". If more than one rate is shown for the "Bank Prime Loan" rate, we use the average of the rates that are shown.
 - (d) What Margin We Use. The margin for the Primary Line Feature is shown on the first page of this agreement as the "Margin For Primary Line Feature".
 - (e) When We Change The Rate. Each date that we change the rate for the Primary Line Feature is called a "Change Date". The first Change Date is the first day of the monthly statement period that begins in the month shown as the "Rate Change Begin Month" on the first page of this agreement. The first day of each monthly statement period following that one will also be a Change Date.
 - (f) How We Determine Rate Changes. We determine the rate effective on each Change Date for the Primary Line Feature by first determining the value of the index on the 25th day of the month immediately preceding the month in which the Change Date occurs. If there is no index value for that date (for example, because the 25th falls on a weekend or holiday), we use the nearest date prior to the 25th for which an index value is shown. We then add the margin for the Primary Line Feature for your account. This gives us the rate applicable to the Primary Line Feature until the next Change Date.
 - (g) Rate Applicable For Draw Period And Repayment Period. The annual percentage rate for the Primary Line Feature is determined as described above for each monthly statement period in the Draw Period and in the Repayment Period.
 - (h) Effect Of Rate Increases. Any increase in the annual percentage rate for the Primary Line Feature for monthly statements during the Draw Period will increase the amount of finance charge due and will thus increase the minimum monthly payment amount due for the

Primary Line Feature. Any increase in the annual percentage rate for the Primary Line Feature for monthly statement periods during the Repayment Period will increase the amount of finance charge due, but will not increase the amount of the minimum monthly payment due for the Primary Line Feature for monthly statement periods during the Repayment Period unless we recompute that minimum monthly payment as indicated in Section 3.2(c) below. Any increase in the annual percentage rate for the Primary Line Feature for monthly statement periods during the Repayment Period may increase the amount due by the Maturity Date.

- 2.7 Annual Percentage Rate For Personal Selection Features
 - (a) Rate. The annual percentage rate for any Personal Selection Feature which you request at the time you open your account is shown on the first page of this agreement as the "Rate For Personal Selection Features At Account Opening". The annual percentage rate for any Personal Selection Feature which you request after you open your account is determined by the index and margin described in this Section 2.7. Different Personal Selection Features may have different rates.
 - (b) What Index We Use. The index we use to determine the annual percentage rate for any Personal Selection Feature which you request after you open your account is based on the term of that Personal Selection Feature. For this purpose, the term is as follows:
 - (i) For a Fixed-Payment Personal Selection Feature it is the term we use to establish the monthly payment amount for that Personal Selection Feature pursuant to Section 1.1(c).
 - (ii) For an Interest-Only Personal Selection Feature it is the Fixed-Rate Period for that Personal Selection Feature as we determine pursuant to Section 1.1(d).

The index is the rate shown in the month column for interest rate swaps published by the Board of Governors of the Federal Reserve System in its statistical release H.15(519) entitled "Selected Interest Rates". The rate applicable to a particular Personal Selection Feature is the rate that corresponds to the term shown below:

| Term of Personal Selection Feature | Use rate for |
|---|-----------------------------|
| Up to 36 months | 3-year interest rate swaps |
| Greater than 36 months up to 60 months | 5-year interest rate swaps |
| Greater than 60 months up to 120 months | 7-year interest rate swaps |
| Greater than 120 months | 10-year interest rate swaps |

We use the applicable rate as published in the most recently available "Selected Interest Rates" as of the time we act on your request to establish a Personal Selection Feature.

- (c) What Margin We Use. The margin for any Personal Selection Feature which you request after you open your account is shown on the first page of this agreement as the "Margin For Personal Selection Features".
- (d) How We Determine The Rate. To determine the annual percentage rate for a Personal Selection Feature you request after you open your account, we first determine the index value as indicated in Section 2.7(b). We then add to that index value the margin as determined in Section 2.7(c). The resulting sum is the annual percentage rate for that Personal Selection Feature.
- (e) After Fixed-Rate Period For Interest-Only Personal Selection Features. Once the annual percentage rate is determined for a particular Fixed-Payment Personal Selection Feature, it will not change (except as provided in Section 2.9). The rate will be applicable for as long as there is any balance in that Fixed-Payment Personal Selection Feature.
- (f) Fixed-Rate Period For Interest-Only Personal Selection Features. Once the annual percentage rate is determined for a particular Interest-Only Personal Selection Feature, it will not change (except as provided in Section 2.9) during the Fixed-Rate Period applicable to that Interest-Only Personal Selection Feature (see Section 1.1(d)). The Fixed-Rate Period begins on the day the Interest-Only Personal Selection Feature is set up and continues through the end of the monthly statement period in which the number of months in the Fixed-Rate Period ends. For example, the duration of a 12-month Fixed-Rate Period will be the remaining number of days in the monthly statement period in which the Interest-Only Personal Selection Feature was set up plus the 12 following monthly statement periods.
- (g) After Fixed-Rate Period For Interest-Only Personal Selection Features. Beginning with the first monthly statement period after the end of the Fixed-Rate Period for any Interest-Only Personal Selection Feature that still has a balance at that time, the annual percentage rate for that Interest-Only Personal Selection Feature for each monthly statement period will be the same annual percentage rate that is applicable to the Primary Line Feature for that same statement period.
- (h) Effect Of Rate Increases After Fixed-Rate Period. Any increase in the annual percentage rate for an Interest-Only Personal Selection Feature for monthly statement periods after the end of the Fixed-Rate Period will increase the amount of finance charge due and will thus increase the minimum monthly payment amount due for that Interest-Only Personal Selection Feature.

- 2.8 Other Terms Applicable To Any Index
 - (a) Index Change For Primary Line Feature. We have the right to change the index and margin for the Primary Line Feature if the index is no longer available. If we do that, the following rules apply:
 - The new index must have an historical movement (if any) substantially similar to that of the index it replaces.
 - The new index and applicable margin must result in an annual percentage rate substantially similar to the rate in effect at the time the replaced index became unavailable.
 - The new index cannot be under our control and must be available to the general public.
 - (b) Index Change For Personal Selection Features. We have the right to change the index and margin we use to establish the fixed annual percentage rate when we set up any Personal Selection Feature if the index we use is no longer available at that time. If we do that, the following rules apply:
 - The new index must have an historical movement (if any) substantially similar to that of the index it replaces.
 - The new index and applicable margin must result in an annual percentage rate substantially similar to the rate that would have applied if the replaced index had been available.
 - The new index cannot be under our control and must be available to the general public.
 - (c) Substitute Index. If any substitute index is no longer available, we have the right to change the index and margin again by following the above rules.
 - (d) Errors And Corrections. We have the right to correct any errors in the published index value.
 - (e) Only A Standard. An index is only a standard for measuring rates. It is not necessarily a rate commonly charged to any class of borrowers. Use of the word "prime" does not indicate that such rate is the best or lowest rate offered by any lender.

2.9 (Preferred Rate Discount For Making Payments By Automatic Funds Transfer)

- (a) **Rate Discount.** You may arrange with us to have your monthly payments for this account made by automatic funds transfer from a checking or savings account with us. If you do, the annual percentage rate under this agreement otherwise applicable to the Primary Line Feature and any Personal Selection Feature will be reduced by 0.25 percentage points (the "Preferred Rate Discount") for as long as you maintain automatic payments. Beginning with the monthly statement period in which you are no longer set up to make payments by automatic funds transfer, the Preferred Rate Discount will no longer be applicable.
- (b) **Effect Of Rate Increase.** Any increase in the annual percentage rate resulting from the removal of the Preferred Rate Discount will increase the amount of finance charge due. As a result, (i) the amount of the minimum monthly payment due for the Primary Line Feature for monthly statement periods during the Draw Period will increase and (ii) the amount of the minimum monthly payment due for any Interest-Only Personal Selection Feature after the end of its Fixed-Rate Period will increase.

3 PAYMENTS

3.1 Minimum Monthly Payment

- (a) **Amount.** You must make a minimum payment for each monthly statement period during the Draw Period and the Repayment Period until the Maturity Date. The payment due dates for the minimum monthly payments will be shown on the monthly billing statements. The minimum monthly payment amount due is the amount shown on the monthly billing statements. We compute this amount as the sum of:
 - The minimum monthly payment amount due for the Primary Line Feature for that monthly statement period as determined in Section 3.2.
 - The minimum monthly payment amount due for each Personal Selection Feature for that monthly statement period as determined in Section 3.3.
 - The amount of any credit insurance premiums, debt cancellation fees, or debt suspension fees due, if you have elected any credit insurance, debt cancellation or debt suspension products.
 We may also include any of the following in the minimum monthly payment amount in addition to the above items:
 - Any other fees or charges due.
 - The amount of the total outstanding balance of your account which is over your credit limit as of the statement date.
 - Any amounts we consider past due on your account.

Please note that if the total outstanding balance on your account (which includes finance charges and fees—see Section 1.3(b)) exceeds your credit limit, the minimum payment due on the monthly billing statement may be significantly higher than would otherwise be the case since we may be requiring you to pay the overlimit amount as part of the monthly payment.

- (b) **Prepayments.** You may pay more than your minimum monthly payment or pay us in full at any time. Partial prepayments will not affect your obligation to make minimum monthly payments when due.
- (c) **Application Of Payments.** We will apply all payments we receive to advances, purchases, finance charges, and other fees and charges, whether in the Primary Line Feature or in any Personal Selection Feature, in the order we determine.

3.2 Minimum Monthly Payment Amount For Primary Line Feature.

- (a) **Monthly Statement Periods During Draw Period.** The minimum monthly payment amount for the Primary Line Feature for each monthly statement period during the Draw Period is the amount of periodic rate finance charges due for the Primary Line Feature that monthly statement period (also known as "interest only").
- (b) **Effect Of Paying Only The Minimum Amount During Draw Period.** If you pay only the minimum monthly payment amount each month for the Primary Line Feature during the Draw Period, you will not reduce the outstanding balance of advances and purchases in the Primary Line Feature.
- (c) **Monthly Statement Periods During Repayment Period.** The minimum monthly payment amount for the Primary Line Feature for each monthly statement period during the Repayment Period is the greater of (i) \$100 or (ii) the amount we compute is necessary to repay the balance of advances and purchases that is outstanding in the Primary Line Feature at or near the end of the Draw Period (as we determine). In substantially equal payments by the end of the Repayment Period using the annual percentage rate in effect for the Primary Line Feature at the time we compute the payment amount (but not taking into account the Preferred Rate Discount if it is applicable). The outstanding balance in the Primary Line Feature will include the balance of any Interest-Only Personal Selection Feature we transfer to the Primary Line Feature at or near the end of the Draw Period. We will recompute this payment amount every 12 months, if the annual percentage rate changes during that time (other than because of the applicability or loss of the Preferred Rate Discount). The new payment amount will be based on the balance of advances and purchases that is outstanding in the Primary Line Feature at the time we recompute the payment and the annual percentage rate in effect for the Primary Line Feature at the time we recompute the payment (but not taking into account the Preferred Rate Discount if it is applicable).
- (d) **Effect Of Paying Only The Minimum Amount During Repayment Period.** If you pay only the minimum monthly payment amount each month for the Primary Line Feature during the Repayment Period, you may not fully repay the outstanding balance of advances and purchases in the Primary Line Feature by the scheduled end of the Repayment Period (see Section 3.4(b)).

3.3 Minimum Monthly Payment Amount For Personal Selection Features.

- (a) **Minimum Monthly Payment For Fixed-Payment Personal Selection Features.** The minimum monthly payment amount for each Fixed-Payment Personal Selection Feature for each monthly statement period, whether during the Draw Period or the Repayment Period, is the amount we compute is necessary to repay the initial balance of that Fixed-Payment Personal Selection Feature in substantially equal payments over the applicable term of that Fixed-Payment Personal Selection Feature at the fixed annual percentage rate applicable to that Fixed-Payment Personal Selection Feature (but not taking into account the Preferred Rate Discount if it is applicable).
- (b) **Minimum Monthly Payment For Interest-Only Personal Selection Features.** The minimum monthly payment amount for each Interest-Only Personal Selection Feature for each monthly statement period is the amount of periodic rate finance charge due for that Interest-Only Personal Selection Feature for that monthly statement period.

- (c) **Effect Of Paying Only The Minimum Amount For Interest-Only Personal Selection Features.** If you pay only the minimum monthly payment amount for each month for an Interest-Only Personal Selection Feature, you will not reduce the outstanding balance in that Interest-Only Personal Selection Feature.

3.4 Your Maturity Date Obligations

- (a) **Maturity Date.** The payment due date for the 240th monthly statement period in the Repayment Period is called the "Maturity Date". If you pay only the minimum monthly payment each month, you may not fully repay advances and purchases on your account by the Maturity Date.
- (b) **Maturity Date Payment.** On the Maturity Date, if the total outstanding balance of this account is more than the minimum monthly payment due, we will extend the Repayment Period and you may continue to pay the minimum monthly payment amount on your account each month until the total outstanding balance is paid in full.

3.5 Negative Amortization

Under some circumstances, your minimum monthly payments will not cover the finance charges that accrue and negative amortization will occur. Negative amortization will increase the amount that you owe us and reduce your equity in your home.

4. SECURITY FOR THIS ACCOUNT

4.1 Real Estate

At the time you sign this agreement, you are also signing an open-end mortgage, deed of trust, deed to secure debt, or similar security instrument ("Security Instrument") as security for this agreement. This Security Instrument covers the real estate located at the address shown on the first page of this agreement. This Security Instrument secures all of your obligations under this agreement.

4.2 Other Security

You give us a security interest in the property identified as "Other Property Securing This Agreement" on the first page of this agreement. This property secures all of your obligations under this agreement. You agree to sign and give us the documents we require to evidence and perfect that security interest. If you live in Indiana or any property securing this account is located in Indiana, you waive all relief from valuation and appraisal laws.

4.3 Our Waiver

We agree that except for the security mentioned in this agreement, any other mortgage, deed of trust, deed to secure debt or security interest which secures any other present or future loan from us does not secure this account.

4.4 Property Insurance

You must buy and keep in force the property insurance that we require on the real property securing this account. This includes flood insurance if the property is in a flood hazard area. The amount of this insurance must be enough to pay the full amount secured by previously existing advances, mortgages, deeds of trust, or liens on the property and the full amount of your credit limit under this agreement. However, you are not required to have insurance in an amount greater than your insurable interest in the real property securing this account. You agree that your insurer will carry us as an additional insured or loss payee, as we require. You may obtain insurance from any insurer of your choice that is qualified and properly licensed to offer such insurance covering the real property securing this account and is financially acceptable to us. Your choice of an insurance company to provide the insurance coverage required under this agreement will not affect our decision regarding the extension of credit to you. If you obtain insurance through us or an affiliate of ours, we or our affiliate may earn a commission or other benefit.

4.5 Impairment Of Security

You are not permitted to impair the security for this account in any of the following ways:

- By doing or failing to do anything that adversely affects the property securing this account or any of our rights in the property. If Section 1.9 is applicable, this includes, but is not limited to, failing to comply with your obligations under the construction loan agreement where such failure adversely affects the property securing this account or any of our rights in the property.
- By further mortgaging, pledging or otherwise encumbering the property securing this account or allowing any other subsequent lien or encumbrance on that property.
- By selling or transferring the property securing this account or any interest in such property.
- By defaulting on any other obligation to us or to others that is secured by the property securing this account.

4.6 Use of Real Property

If you use the real property securing this account as your personal residence, you agree that you will continue to do so until both of the following occur:

- There is no longer any outstanding balance on your account; and
- Your account has been permanently terminated or canceled or the Draw Period has come to an end.

4.7 Failure To Pay Taxes, Insurance Premiums, Other Amounts

If you fail to pay any real estate taxes or property insurance premiums on the real property securing this account, you agree that we may (if we choose) do so ourselves. We may also advance other amounts (if we choose) to protect our security in the real property securing this account. If we pay or advance these amounts, you must reimburse us, with interest at the applicable annual percentage rate for the Primary Line Feature under this agreement, if you do not reimburse us within 10 days after we send you written notice of the amount advanced plus interest, you authorize us to add such amounts to the balance in the account as an advance.

5. DEFAULT, TERMINATION, SUSPENSION AND CANCELLATION

5.1 Our Rights

Our rights to terminate and/or accelerate your account or to suspend or reduce your credit limit are as set forth in this agreement. We have any other rights applicable law gives us.

5.2 Notice And Right To Cure Default

If any of the events listed in Section 5.4 or 5.6 occurs, you will be in default. If you are in default and the real property securing this agreement is located in, or you live in, West Virginia or another state where the law requires lenders to give a notice of default and gives borrowers the right to cure or correct the default, we will comply with that requirement as applicable under the law of such state unless that requirement is preempted by applicable federal law.

5.3 Our Rights To Terminate And Accelerate Your Account

(a) **Termination.** Subject to Section 5.2, we have the right to terminate your account and end the Draw Period early if any of the events listed in Section 5.4 or 5.6 occurs.

"Termination Events of Default". Termination of your account and ending the Draw Period early means that you will be permanently unable to use this account to obtain advances or make purchases. Termination is effective immediately. Unless we also exercise our right to accelerate the balance due, the Repayment Period will begin for the monthly statement period following the monthly statement period in which we terminate your account.

- (b) **Acceleration.** Subject to Section 5.2, we also have the right to require you to pay the total outstanding balance in a single payment if a Termination Event of Default occurs, whether during the Draw Period or the Repayment Period. This is our "acceleration" right. If we terminate your account and do not accelerate the balance at the time of termination, we have the right to accelerate the balance later if the Termination Event of Default still exists at that time.
- (c) **Other Action.** If any Termination Event of Default occurs, we may take action short of termination or acceleration (such as suspending or reducing your credit limit), or take no action at all or for a period of time. This will not affect our right to terminate or accelerate at a later time as long as the Termination Event of Default still exists at that time.
- (d) **Other Rights.** If we terminate and accelerate your account, we may exercise other rights, or these include, but are not limited to, collection of amounts owed or foreclosing against the property securing this account. We have any other remedies not prohibited by applicable law. All of our remedies are cumulative and not exclusive. We may exercise them at the same time or at different times.

5.4 Termination Events Of Default

- Each of the following is a Termination Event of Default:
- If you commit fraud or make a material misrepresentation at any time in connection with this account.
 - If you fail to meet the repayment terms of this agreement for any outstanding balance.
 - If any action or inaction by you adversely affects the property securing this account, or any of our rights in such property.

5.5 Our Rights To Suspend or Reduce Your Credit Limit

- (a) **Suspension Or Reduction.** Subject to Section 5.2, we have the right to suspend or reduce your credit limit if any of the events listed in Section 5.6 occurs. These events are called "Suspension Events of Default". Suspension of your credit limit means that you will not be able to use this account to obtain advances or make purchases during the period of suspension.
- (b) **Our Notice.** If we suspend or reduce your credit limit, we will mail or deliver written notice of such action to each of you within 3 business days after we take the action. The notice will tell you the specific reason(s) for our action.
- (c) **Your Notice.** If a Suspension Event of Default ceases to exist, you must notify us before we are required to take any further action to remove the suspension or reinstate your credit limit. Your notice must be in writing. You must send your notice to The Huntington National Bank, Personal Credit Line Department, NC1N10, P. O. Box 1558, Columbus, Ohio 43216. Your notice must tell us why you think your credit limit should be reinstated. All of you must sign your notice. We have the right, but are not required, to waive any defects in your notice. When we receive your notice, we will investigate and determine whether your credit limit, or some portion of it should be reinstated. We are not required to remove the suspension or reinstate your credit limit amount:
 - If a Termination Event of Default has occurred and is continuing or if we terminated your account and ended the Draw Period as a result of a Termination Event of Default.
 - During any period during which a Suspension Event of Default exists.
 - If we canceled your account and ended the Draw Period early at your request.
 - If removing the suspension or reinstating a prior credit limit would impair the security for this account, because, for example, an intervening lien from another creditor may have priority over our mortgage, deed of trust or other security interest securing this account.
 You must pay for any title search or appraisal report we obtain on the property securing this account in connection with your request for removal of a suspension or reinstatement of your credit limit.
- (d) **Further Request.** If we decide not to reinstate your credit limit after receiving your notice, you have to send us another notice if you want us to reconsider or if you later want us to reinstate your account. We have no further duty to investigate if you give us the same reasons and there is no material change in the underlying facts.

5.6 Suspension Events Of Default

- Each of the following is a Suspension Event of Default:
- If the value of the real property securing this account declines significantly below the property's appraised value for purposes of this account.
 - If we reasonably believe that you will be unable to fulfill the repayment obligations under this account because of a material change in your financial circumstances.
 - If you are in default of any material obligation under this agreement (see "Summary Of Your Material Obligations Under This Agreement" on the sixth page of this agreement).
 - If we are precluded by government action from imposing the annual percentage rate or rates provided for in this agreement.
 - If the priority of our security interest in the real property securing this account is adversely affected by government action to the extent that the value of that security interest is less than 120% of your credit limit.
 - If we are notified by a regulatory agency that continued advances or purchases on your account are an unsafe or unsound practice, if the maximum annual percentage rate is reached.

5.7 Cancellation Or Suspension By You

- (a) **Cancellation.** After the construction financing period (if applicable), if you want to cancel your account, you must notify us in writing that you are canceling your account. Cancellation will be effective when we receive your written notice and have had a reasonable time to act on it. A canceled account cannot have the Draw Period reinstated, but you may apply for a new account.
- (b) **Effect Of Cancellation.** Cancellation means that you have ended the Draw Period early, and you will be permanently unable to use this account to obtain advances or make purchases. We do not have to refund any part of the annual fee or any other fee if you cancel. You must immediately stop using your Personal Credit Line Checks, Credit Card, and any other access devices or means of access we have given you to use for this account. You must promptly return them to us if we ask you to do so. You will still be liable for any continued use of your account after you cancel, including repayment of any advances or purchases and any related finance charges and other fees. If you cancel your account, the Repayment Period will begin for the monthly statement period following the monthly statement period in which your cancellation is effective.
- (c) **Suspension Or Reduction Of Credit Limit By You.** After the construction financing period (if applicable), if you want to suspend or reduce your credit limit without ending the Draw Period early,

you may do so by notifying us in writing. Suspension means that you will not be able to use this account to obtain advances or make purchases during the period of suspension. If you want to reduce your credit limit, you must tell us in your notice what amount you want your credit limit reduced to. Suspension or reduction will be effective when we receive your written notice and have had a reasonable time to act on it. If you want us to remove a suspension that you requested or reinstate a credit limit that you asked to be reduced, you must ask us in writing in accordance with the procedures and other provisions of Section 5.5(c).

- (e) **How To Give Notice.** Your written notice of cancellation or request to suspend your account or reduce your credit limit must be mailed to the address set forth in Section 5.5(c). We may require you to use our form of notice. We may waive any defects in your notice, but we are not required to. If more than one of you has signed this agreement, any one of you may cancel or request to suspend your account or reduce your credit limit. We are not required to notify the others.

5.8 Your Obligations When Draw Period Ends

- (a) **Obligations.** If the Draw Period ends early because we terminate your account for default or you cancel your account, all of our rights and your obligations under this agreement continue until there is no longer any outstanding balance.
- (b) **Access Devices.** You must immediately stop using and destroy your Personal Credit Line Checks, Credit Card, and any other access devices or means of access we have given you to use for this account. You must promptly return any access devices to us if we ask you to do so.
- (c) **Advances And Purchases.** We don't have to pay any Personal Credit Line Checks, make any advances, or accept any purchases. If we do, you will still have to repay those advances and purchases. We will also be liable for any related finance charges and other fees.

5.9 Attorney Fees And Costs

- If you default, you will have to pay the following costs and expenses we incur:
- Our reasonable attorney fees if we hire an attorney who is not our employee.
 - Court costs as awarded by a court.
 - Reasonable costs and expenses of taking possession of, holding, preparing for sale and selling any collateral for this account.
- However, we will not require you to pay any amounts prohibited by applicable law.

6. GENERAL PROVISIONS

6.1 Transactions In Foreign Countries

If you use your account to get an advance or make a purchase in a foreign country, the transaction may be in foreign currency. If the transaction is in a foreign currency, we will post the transaction to your account in U.S. Dollars based on the currency exchange rate in effect on the day we settle the transaction. The currency exchange rate may be different on that day than on the day you used your account. Also, there may be special currency exchange charges, adjustment factors, surcharges or other charges that others charge, and this may increase the amount of the transaction. All of this may result in your account being posted for a greater or lesser amount than the original amount of the transaction.

6.2 Tax Implications

You should consult a tax advisor regarding the deductibility of interest and fees under this account.

6.3 Unauthorized Use

You agree not to allow any unauthorized person to use this account. If Section 1.9 applies to your account, you agree not to use this account for any purpose other than payment of construction costs during the construction financing period.

6.4 Lost Or Stolen Access Devices

- (a) **Notification.** You agree to notify us immediately if any access device or means of access for your account is lost or stolen or used by someone without your authority or in excess of your authority.
- (b) **Credit Card.** You may be liable for unauthorized use of your Credit Card. You will not be liable for unauthorized use of your Credit Card that occurs after you notify us of the loss, theft, or possible unauthorized use. In any case, your liability for unauthorized use of your Credit Card will not exceed \$50.00.
- (c) **Where To Notify Us.** Notify us by calling the following toll free number: 1-800-525-5678. If you also want to notify us in writing, you must do so at The Huntington National Bank, Credit Card Security, P.O. Box 1558, Columbus, Ohio 43216, but calling is the best way to limit your liability.

6.5 Notice To Us About Changes That Affect You

You agree to notify us promptly if any of you has died or any of you has any change of address, name, or employment or any material change in financial circumstances.

6.6 Stop Payment Order

- (a) **How To Place One.** To place a stop payment order on a Personal Credit Line Check, call the following toll free number: 1-800-525-5678. You must also write to us a form we approve at the address shown in Section 5.5(c). If more than one of you has signed this agreement, any one of you may issue a stop payment order. We are not required to notify the others. All requests to stop payment must clearly identify the item. We must receive the request by the business day prior to the business day the item is presented to us.
- (b) **Length Of Stop.** An oral request to stop payment is only effective for 14 days, unless you confirm the request in writing in a form we approve. A written request in a form we approve will be effective for 6 months after the date we receive it.
- (c) **Reimbursement.** You agree to reimburse us for any liability we incur because we complied with your stop payment order. This includes our attorney fees and court costs. However, we will not require you to pay any amounts prohibited by applicable law. If you do not reimburse us for those amounts, you authorize us to add (debit) them to the balance in the account. If we pay the item by mistake, we may still have the right to charge you for it.

6.7 Change In Terms

We can make the following changes to your account:

- Any change that you specifically agree to in writing at that time.
- Any change that will unequivocally benefit you through the remainder of your account.
- Any insignificant change.

These are in addition to our rights (described elsewhere in this agreement) to do the following:

- Change the annual percentage rate or any index and related margin.
- Make any other changes specified in this agreement that will occur if a specific event takes place.



We will give you notice of any changes we make pursuant to this "Change in Terms" section, except for insignificant changes or changes that unequivocally benefit you where notice is not required by applicable law. We will comply with any applicable legal requirements with respect to the form, content, timing or other matters applicable to the notice. You agree that changes will apply to advances and purchases made prior to any change as well as to new advances and purchases. The term "change" includes the addition of new provisions.

6.8 Delay Or Waiver Of Our Rights

We may delay or waive any of our rights without losing them or diminishing their effect. This does not become a delay or waiver of any other or future occurrence. None of our employees or agents is authorized to waive any of our rights or your obligations except in writing. We may accept late payments or partial payments, even though marked "payment in full" or similar language, without losing or diminishing any of our rights.

6.9 Information About You Or Your Property

You must promptly provide to us identification and verification information as required by applicable law. We may also require you to furnish us with complete financial information from time to time. You agree to do so promptly if we ask. You authorize us to obtain credit reports on you and to check your credit and employment from time to time. You authorize us to conduct appraisals and/or title searches of the property securing this account from time to time as we deem necessary. You authorize us to disclose the balance and term of your account and your payment history to others who we believe have a legitimate use for that information.

6.10 Your Waiver

You waive the following formal requirements (if applicable) with respect to amounts owed under this agreement:

- Presentment (demand for acceptance or payment).
- Notice of dishonor (notice of refusal of another party to pay).
- Protest (formal certification of dishonor) and notice of protest.

6.11 Assignment Of This Agreement

We have the right to assign this agreement in whole or in part.

6.12 Margin Stock Limitation

You agree not to use your account to purchase any "margin stock" at any time while any of you has any other purpose credit line secured by any margin stock (as defined in Regulation U, 12 C.F.R. Part 221).

6.13 Monthly Statements

Each month we will send you a statement unless your account has been inactive and you don't owe us any money or unless applicable law prohibits us from sending statements. The statement will show information about your account, including rate, information, the minimum amount you must pay and when it is due. You agree to notify us promptly if you believe there are any errors or unauthorized transactions on your statement. We have no obligation to include with the monthly statement any cancelled Personal Credit Line Checks or Credit Card receipts.

6.14 Document Retention

We may, in the ordinary course of business, destroy the original and/or copies of this document or any other documents in connection with

your account after we make a record, copy, photograph, image or representation of it by electronic or other means for purposes of reducing paperwork storage requirements or for other business reasons. You agree that such destruction does not alter the intent of the parties to continue to be bound by the transaction that this document represents.

6.15 Use Of Payments For Other Purposes

Our automated payment processing system and the volume of payments we process do not permit us to identify or respond to items sent on or with your payments. This includes messages, additional contract terms, contract modifications, limitations, restrictions, or other matters you place on or with any check or other means of payment. You agree that you will not use any check or other means of payment or any payment stub we provide for your use, for anything other than to make a payment on this account. You waive any right you may otherwise have to do so. Among other things, this means that you cannot use any check or other means of payment or any payment stub for any of the following:

- To modify or change the terms of this agreement or the account.
- To create any new contract or obligation, whether or not related to this agreement or the account.
- To alter the amount due or discharge your obligation for less than the full amount due as shown in our records.
- To assert any billing error or other problem with your account.

Nothing we do will be effective or enforceable as our agreement to any such additional provisions you may add. This includes our endorsement, acceptance, negotiation, transfer, or deposit of any check or other payment containing any such provisions. If you wish to communicate with us, you must separately write to us or call us at our customer service telephone number on the billing statements.

6.16 Payment Conversion

If you pay us by check, draft, order or other written instrument, we may convert that form of payment to an electronic debit against the account on which such instrument is drawn.

6.17 Use Of Accounts

(a) **Transaction With Our Affiliates:** You represent to us that you are not obtaining this account in contemplation of using funds from this account to purchase securities from or through a broker-dealer subsidiary of our holding company.

(b) **Types Of Use:** We are not responsible to any of you for how this account is used by any of you or what types of transactions any of you conduct. This includes use or transactions by any person which any of you authorize. Other than as may be required by applicable law:

- We are not required to monitor and/or prohibit transactions that any of you consider or tell us are inappropriate or imprudent.
- We are not required to notify any of you how this account is being used or what types of transactions are being conducted.

To determine how the account is being used or what types of transactions are being conducted, you should carefully review your monthly billing statements. If you want to prevent another account holder or authorized user from using this account or conducting certain types of transactions, you must cancel this account as provided in Section 5.7.

Summary of Your Material Obligations Under this Agreement

1. You must follow our rules for obtaining advances and making purchases (see Sections 1.1, 1.2, 1.3, 1.4, 1.5, 1.6 and 1.8).
2. You must pay all amounts owed (see Sections 1.7, 3.1, 3.2, 3.3, 3.4, 5.3, 5.8 and 5.9).
3. You must not exceed your credit limit (see Section 1.8, 5.5 and 5.7).
4. If the "Construction Financing" box is checked on the first page of this agreement, you must comply with all of the terms and obligations of the construction loan agreement (see Section 1.9), if trust (see Section 4.1).
5. You must secure this account with the property identified in this agreement (see Sections 4.1 and 4.2).
6. You must keep the real property securing this account insured and pay taxes and other amounts due in connection with the property (see Section 4.4 and 4.7).
7. You must not impair the security for this account (see Section 4.5).
8. If you use the real property securing this account as your personal residence, you must do so for the life of this account (see Section 4.6).
9. You must cooperate with us in updating your account, by providing information (including but not limited to identification and verification information required by law) and allowing us to appraise the property securing this account (see Sections 6.5 and 6.9).

Your Billing Rights - Keep This Notice For Future Use

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us in Case of Errors or Questions About Your Bill

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

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us 3 business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any

questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

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

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us, when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

Special Rule for Credit Card Purchases

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

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50.

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