EXHIBIT R

BANK OF AMERICA EQUITY MAXIMIZER AGREEMENT AND DISCLOSURE STATEMENT

Property Serving as Security (the "Property"): 306 LOS GATOS ALMADEN RD., LOS GATOS, SANTA CLARA, CALIFORNIA 95032
Borrower's Name and Address: SANDRA WILL, 306 LOS GATOS ALMADEN RD., LOS GATOS, CALIFORNIA 95032

Lender's Name and Address: Bank of America, NA, National Banking Association, 100 North Tryon Street, Charlotte, North Carolina 28255

Date: JULY 21, 2016
Loan Number: 68249038711799
Maturity Date: JULY 21, 2046
Credit Limit: $ 500,000.00

Annual Percentage Rate: 3.2800
Margin: -.2200
Maximum Interest Rate: 24.0000

Draw Period: 120 Mos.
Repayment Period: 240 Mos.
Billing Cycle: MONTHLY

1. Introduction. This Bank of America Equity Maximizer Agreement and Disclosure Statement (**"Agreement"**) governs your Home Equity Line of Credit Account (your **"Credit Line"** or **"Account"**) with the lender named above (**"Lender"**). Your Account is a revolving credit arrangement in which we make loans to you by advancing funds (**"Advances"**) at your direction, allowing you to repay those Advances and take additional Advances, subject to the terms of this Agreement. This Agreement will remain in full force and effect notwithstanding that the Account balance under the Agreement may occasionally be reduced to an amount equal to or less than zero.

In this Agreement, the terms "we," "us," "our" and "Bank" refer to the Lender or to any subsequent assignee or transferee. Except as noted below, the terms "you," "your," "yours" and "Borrower" refer to each person that signs this Agreement or has authority to use the Credit Line. Read this Agreement carefully so that you know how your Account works and keep a copy of this Agreement for your records.

2. Borrower's Promise to Pay. You promise to pay to Lender the total of all Advances plus **FINANCE CHARGES**, together with all fees and charges under the terms of this Agreement. You will pay your Account according to the terms set forth below. If there is more than one Borrower, each is jointly and severally liable on this Agreement. This means we can require any Borrower to pay all amounts due under this Agreement, including credit advances made to any Borrower. Each Borrower authorizes any other Borrower, on his or her signature alone, to cancel the Credit Line, to request and receive credit advances, and to do all other things necessary to carry out the terms of this Agreement. We can release any Borrower from responsibility under this Agreement, and the others will remain responsible.

3. Term. The term of your Account will begin as of the date of this Agreement (**"Opening Date"**) and will continue until all indebtedness under this Agreement, if not already paid pursuant to the payment provision below, will be due and payable upon maturity. The Draw Period of your Account will begin on the date after the Opening Date, when this Agreement is accepted by us in the State of North Carolina, following the perfection of the Security Instrument and the meeting of all of our other conditions and will continue for one hundred and twenty (120) months. You may obtain credit advances during the Draw Period. After the Draw Period ends, the Repayment Period will begin, and you will no longer be able to obtain credit advances. The length of the Repayment Period is two hundred and forty (240) months depending on the repayment schedule set forth below. You agree that we may renew or extend the period during which you may obtain credit advances or make payments.

4. Credit Limit. This Agreement covers a revolving line of credit for the principal amount of FIVE HUNDRED THOUSAND AND 00/100 DOLLARS ($ 500,000.00), which will be your Credit Limit under this Agreement. You may not request an Advance from your Account that would cause your outstanding balance of Advances to exceed your Credit Limit nor are we obligated to pay any Advance request that would cause your outstanding balance of Advances to exceed your Credit Limit. If we do make an Advance that causes your outstanding balance of Advances to exceed your Credit Limit, this will not constitute an increase in your Credit Limit. You agree to immediately repay the amount by which your outstanding balance of Advances exceeds your Credit Limit.

5. Security. All amounts due under the Account are secured by a mortgage, deed of trust, or security deed (**"Security Instrument"**) on the Property identified on page one of this Agreement. Borrower agrees to pay all amounts due, and perform all covenants and obligations required of Borrower under the Security Instrument. If it becomes necessary for us to advance funds to you above the Credit Limit to protect our security interest, including, but not limited to, Property Expenses, those amounts in excess of the Credit Limit will be owed by you and will be secured by the Security Instrument unless applicable law prohibits the same. The Security Instrument and this Agreement are related documents and a default under either document will be treated as a default under both documents. To the extent permitted by applicable law, the lien of the Security Instrument will continue and will have the same priority if, with your consent, we renew, extend, amend, modify or substitute this Agreement. In such event, you agree to execute any additional documents necessary to achieve the action being taken.

6. Terms and Definitions. The following terms are defined as set forth in this Section. Other terms are defined elsewhere in this Agreement.

- **A. "Billing Cycle"** is an interval of time that occurs regularly during the term of this Agreement and is used to determine the **FINANCE CHARGES** and other fees, charges, and credit insurance premiums that are due on your Account. The number of days in each Billing Cycle may vary from time to time. A Billing Cycle occurs regardless of whether there is a balance or any activity on your Account. Your Billing Cycle is stated on page 1 of this Agreement.
- **B. "Billing Statement"** is a statement that we will furnish to you periodically that provides important information regarding your Account activity.
- **C. "Credit Limit"** is the maximum aggregate amount of principal that we will extend to you under this Agreement. Your Credit Limit may change under certain circumstances. Your Credit Limit is stated on page 1.
- **D. "Draw Period"** is the period of time during which you may request Advances from your Account. The Draw Period is stated on page 1.
- **E. "Maturity Date"** is the date on which the entire Account balance under this Agreement is due. The Maturity Date of your Account is stated on page 1.
- **F. "Maximum Interest Rate"** is the rate disclosed as such on the first page of this Agreement.



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G. **"Minimum Payment"** is the minimum amount you must pay on your Account, as reflected on each periodic Billing Statement for each Billing Cycle. Your Minimum Payment during the Draw Period and during the Repayment Period will be calculated as described below under the heading "Payments."

H. **"Outstanding Balance"** is the balance of the Account as determined by Lender from time to time, which includes, if applicable, principal, accrued interest on the outstanding principal, fees and charges, and Property Expenses.

I. **"Property Expenses"** are expenses we incur because you do not fulfill all obligations of the Security Instrument for the Property that secures this Account.

J. **"Remaining Term"** is the number of months (including the month with respect to which the calculation is made) remaining until the Maturity Date.

K. **"Repayment Period"** is the period of time that begins at the end of the Draw Period. During the Repayment Period, you may no longer request Advances from your Account.

L. **"Variable Rate Principal Balance"** is the principal balance that is not payable under a Fixed Rate Loan Option.

7. **Payments.**

A. *During both the Draw Period and the Repayment Period, the Total Minimum Payment Due for each Billing Cycle is equal to the sum of:* (1) the Variable Rate Balance Minimum Payment (described below); (2) the payment due, if any, for any outstanding Fixed Rate Loan Option; (3) any unpaid fees, charges, and Property Expenses; and (4) any past due amounts from prior Billing Cycles. Some Fixed Rate Loan Options may have a different due date and are not figured into the Total Minimum Payment Due. At any time you may pay more than the Total Minimum Payment Due, make additional payments or pay in full or in part the Outstanding Balance. You will be required to pay the Minimum Payment Due each month there is an Outstanding Balance on your Account.

B. **Variable Rate Balance Minimum Payment.** The Variable Rate Balance Minimum Payment for each Billing Cycle is the greater of:

1. $100.00, or
2. the amount calculated by determining fully amortizing principal and interest payments sufficient to repay the average of each daily Variable Rate Principal Balance for such Billing Cycle (as determined under Section 12.B. below) over the Remaining Term at the **ANNUAL PERCENTAGE RATE** in effect at the beginning of the Billing Cycle;

provided, however, that the Variable Rate Balance Minimum Payment will never be more than the sum of the outstanding principal and all accrued and unpaid Finance Charges on the Variable Rate Principal Balance.

C. **Fixed Rate Loan Option Payment Information.** A Fixed Rate Loan Option has a fixed interest rate and fixed term and is payable monthly. You may request the initial Advances on your Home Equity Line of Credit be transferred to a Fixed Rate Loan Option at the time of origination or transfer part or all of the Variable Rate Principal Balance, along with accrued interest, and fees to a Fixed Rate Loan Option at any time during the Draw Period or the Repayment Period. No transfer to a Fixed Rate Loan option is permitted if you are in default or your advance privileges have been suspended or terminated.

Fixed Rate Loan Option payments will be billed separately from your Regular Payment in accordance with the schedule you have arranged. However, the Variable Rate Balance statement will show all activity, including payments. You may have up to three (3) Fixed Rate Loan Options open at any one time, but may not have more than four (4) Fixed Rate Loan Options open during any one statement period.

1. Term: The maximum term for a Fixed Rate Loan Option may not exceed the repayment period maturity date of the Equity Maximizer account.
2. Loan Amount: The minimum loan amount for a Fixed Rate Loan Option that can be requested at origination is $15,000 and the maximum amount allowable is 90% of the total Home Equity Line of Credit line amount. The minimum loan amount for those Fixed Rate Loans Options transferred during the draw or repayment period is $5,000 and the maximum amount is 100% of the remaining line amount.
3. ANNUAL PERCENTAGE RATE: The Fixed Rate Loan Option ANNUAL PERCENTAGE RATE will be determined by the Lender at the time you transfer to a Fixed Rate Loan Option. Your Fixed Rate Loan Option interest rate and the related payment amount may increase if you are no longer eligible for one or more of the following discounts that may be reflected in your original Fixed Rate Loan Option rate: .25% discount for automatic payments; up to .50% discount for owner-occupied property; and .25% discount as an employee of Bank of America or an affiliate.
4. Fixed Monthly Payment: Each payment will be a fixed dollar amount to be determined at the opening of a Fixed Rate Loan Option(s). You may arrange a different payment date for each Fixed Rate Loan Option. Each Fixed Rate Loan Option payment will consist of principal and interest and will be amortized over the term you select.

At any time you can elect to transfer your Fixed Rate Loan Option balance(s), along with any accrued interest, to the Variable Rate Principal Balance subject to the variable rate ANNUAL PERCENTAGE RATE and minimum payment requirements.

8. **Receipt of Payments and Payment Application.** All payments made by check, automatic account debit, electronic funds transfer, money order, or other instrument must be received by us at the remittance address on your periodic Billing Statement. Payments received at that address prior to 2:00 PM at the location specified, or a payment made at one of our banking centers in the state or our address indicated as the remittance address by 2:00 PM on any business day will be credited as of the date received. Business days are Monday through Friday, exclusive of legal holidays. If the due date falls on a Saturday, Sunday, or legal holiday, the due date will not be extended. Unless otherwise agreed or required by applicable law, payments and other credits will be applied to **FINANCE CHARGES**, other charges and fees, and principal in any order we choose without notice. Notwithstanding the foregoing, (1) Lender is not required to make Advances immediately available after applying your payment and may require confirmation that your payment was in good funds, (2) Lender may apply your payments using its standard payment application methodology, as the methodology may be modified by the Lender from time to time, and (3) unless prohibited by applicable law or otherwise restricted by this Agreement, Lender has the right at its sole discretion to suspend the making of Advances under this Agreement for any reason regardless of whether you receive notice of suspension, including but not limited to suspending Advances to defend against possible fraud.

9. **Advances.** During the Draw Period, you may request Advances from your Account, and any amounts you repay will subsequently be available for Advances, subject to the limitations of this Agreement. If there is more than one of you, each of you may obtain Advances in accordance with the terms of this Agreement. Each of you is individually responsible for payment of the entire Account balance regardless of who actually requested the Advance.

If there is more than one person authorized to use this Credit Line, you agree not to give us conflicting instructions, such as one Borrower telling us not to give advances to the other.

The words **"Authorized Signer"** on Special Convenience Checks and Bank of America ATM cards or Bank of America Check Card or Account Access cards as used in this Agreement means and includes each person who (a) signs the application for the Credit Line, (b) signs this Agreement, or (c) has executed a separate signature authorization card for this Credit Line.

You may obtain Advances under your Credit Line Account as follows.

A. **Credit Line Checks.** Writing a preprinted **"Special Convenience Check"** that we will supply to you.

B. **Telephone Request.** Requesting a credit advance from your Account to be applied to your designated account by telephone upon proper identification and in accordance with procedures established by us. Except for transactions covered by the federal Electronic Fund Transfers Act and unless otherwise agreed in your Deposit Account Agreement, you acknowledge and you agree that we do not accept responsibility for the authenticity of telephone instructions and that we will not

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be liable for any loss, expense, or cost arising out of any telephone request, including any fraudulent or unauthorized telephone request when acting upon such instructions believed to be genuine.

C. **Requests in Person.** Requesting a credit advance in person at any of our authorized locations.

D. **Automated Teller Machine ("ATM") Access.** (Not available in all states) Using your "Bank of America ATM card or Bank of America Check Card or Account Access Card" at any of our designated ATM locations to withdraw or transfer funds in excess of the available collected balance in the account.

E. **Bank of America Equity Maximizer VISA® Account Access Card (the "Account Access Card").** (Not available in all states) Using the Account Access Card as described in this Agreement. **Visa is a registered trademark of Visa International Service Association.**

F. **Online Banking.** Transferring funds to a deposit account and such other online banking capabilities as made available by Lender from time to time.

G. ***Limitations on the Use of Checks.*** *We reserve the right not to honor Special Convenience Checks in the following circumstances:*

1. **Credit Limit Violation.** Your Credit Limit has been or would be exceeded by paying the Special Convenience Check.
2. **Post-dated Checks.** Your Special Convenience Check is post-dated. If a post-dated Special Convenience Check is paid and as a result any other check is returned or not paid, we are not responsible.
3. **Stolen Checks.** Your Special Convenience Checks have been reported lost or stolen.
4. **Unauthorized Signatures.** Your Special Convenience Check is not signed by an "Authorized Signer" as defined below.
5. **Termination or Suspension.** Your Credit Line has been terminated or suspended as provided in this Agreement or could be if we paid the Special Convenience Check.
6. **Other Special Convenience Check Limitations.** You may not make a payment on the Account with a Special Convenience Check. You notify us that you wish to stop payment of a Special Convenience Check; however, you will not hold us liable if we try to stop payment of Special Convenience Check and we are unable to do so. You may try to stop payment on a Special Convenience Check by notifying Customer Service at the number listed on your statement. Your stop payment order will remain in effect for six (6) months unless renewed.

If we pay any Special Convenience Check under these conditions, you must repay us, subject to applicable laws, for the amount of the Special Convenience Check. The Special Convenience Check itself will be evidence of your debt to us together with this Agreement. Our liability, if any, for wrongful dishonor of a check is limited to your actual damages. Dishonor for any reason as provided in this Agreement is not wrongful dishonor. We may choose not to return Special Convenience Checks along with your periodic Billing Statements; however, your use of each Special Convenience Check will be reflected on your periodic statement as a credit advance. We do not "certify" Special Convenience Checks drawn on your Credit Line.

H. **Limitations on the Use of ATM Cards.** We reserve the right not to honor the Bank of America ATM card or Bank of America Check Card or Account Access Cards in the following circumstances:

1. **Credit Limit Violation.** Your Credit Limit has been or would be exceeded by honoring the Bank of America ATM card or Bank of America Check Card or Account Access Card charge.
2. **Stolen ATM Cards.** Your Bank of America ATM card or Bank of America Check Card or Account Access Cards have been reported lost or stolen.
3. **Termination or Suspension.** Your Credit Line has been terminated or suspended as provided in this Agreement or could be if we honored the Credit Line charge.
4. **Other ATM Card Limitations.** If we pay any Advance requested by use of the Bank of America ATM card or Bank of America Check Card or Account Access Card under these conditions, you must repay us, subject to applicable laws, for the amount of the Advance. The Advance itself will be evidence of your debt to us together with this Agreement. Our liability, if any, for wrongful dishonor of an Advance is limited to your actual damages. Dishonor for any reason as provided in this Agreement is not wrongful dishonor. Your use of the Bank of America ATM card or Bank of America Check Card or Account Access Card will be reflected on your periodic statement as a credit advance.

I. **Transaction Requirements for Account Access Card.** The following transaction limitations will apply to the use of your Credit Line:

1. **Account Access Card Limitations.** The following transaction limitations will apply to your Credit Line and accessing by other methods.
2. **Limitations on the Use of Account Access Card.** We reserve the right not to honor the Account Access Card linked to this Credit Line in the following circumstances.
   a. **Credit Limit Violation.** Your Credit Limit has been or would be exceeded by paying the Account Access Card transaction.
   b. **Stolen Account Access Card.** Your Account Access Card has been reported lost or stolen.
   c. **Unauthorized Signatures.** Your Account Access Card is not used by a Borrower who has been issued one.
   d. **Termination or Suspension.** Your Credit Line has been terminated or suspended as provided in the Agreement or could be if we paid the Account Access Card transaction.
3. **Other Account Access Card Limitations.** If we pay any Advance requested by use of the Account Access Card under these conditions, you must repay us, subject to applicable laws, for the amount of the Advance. The Advance itself will be evidence of your debt to us together with this Agreement. Our liability, if any, for wrongful dishonor of an Advance is limited to your actual damages. Dishonor for any reason as provided in this Agreement is not wrongful dishonor. Your use of the Account Access Card will be reflected on your periodic statement as a credit advance.
4. **Liability for Unauthorized Account Access Card Transactions.** You are not liable for unauthorized use of your Account Access Card. Notify us promptly if you believe your Account Access Card has been lost or stolen or if you discover any unauthorized transactions. We may require you to provide a written statement regarding claims of unauthorized Account Access Card transactions.
5. **Limitations on Lender's Liability.** Lender's liability, if any, for wrongful dishonor of any Advance request is limited to Borrower's actual damages. Lender shall not be liable if any merchant, financial institution or ATM refuses to honor the Account Access Card.

J. **Lost Special Convenience Checks and Bank of America ATM card or Bank of America Check Card or Account Access Cards.** If you lose your Special Convenience Checks or Bank of America ATM card or Bank of America Check Card or Account Access Card(s) or if someone is using them without your permission you agree to let us know immediately. You can notify us at our address shown at the beginning of this Agreement.

K. **Future Credit Line Services.** Where permitted by applicable law, your application for this Credit Line also serves as a request to receive any new services (such as access devices) that may be available at some future time as one of our services in connection with this Credit Line. You understand that this request is voluntary and that you may refuse any of these new services at the time they are offered. You further understand that the terms and conditions of this Agreement will govern any transactions made pursuant to any of these new services.

L. **Credit Line Special Convenience Check, Telephone Request, In Person Request and ATM Access Limitations.** Except as otherwise provided in this Agreement, there are no transaction limitations for the writing of Special Convenience Checks, requesting an Advance by telephone, requesting an Advance in person, or using the ATM.

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10. Billing Statements. If you have a balance owing on your Account or have any Account activity, we will send you a Billing Statement. Billing Statements will show, as applicable, credit advances, **FINANCE CHARGES**, other charges, payments made, other credits, your previous balance, and/or your new balance. Payments will be due as shown on the Billing Statements.

11. Automatic Payment. If you choose to have payments made from a designated account and have arranged with us to do so, we will automatically draft the payment. Drafts will be made on the payment due date or immediately after the payment due date (if the payment due date is on a Saturday, Sunday or legal holiday). If your account does not contain the payment amount due, you understand that it is your obligation without notice from us to make the full payment. Even if you make a manual payment, an automatic payment will be drafted from your designated account, unless you make such manual payment for the full payment due at least three (3) business days prior to the due date; however, if you make less than a full manual payment at least three (3) business days prior to the due date, only the remaining amount currently due will be drafted. To stop an automatic draft, you must contact us at least three (3) business days prior to the scheduled payment draft date. We may accept late payments, partial payments or checks and money orders marked "payment in full" (or similar notations) or payments accompanied by a letter stating that our acceptance of the payment indicates our agreement to the terms set forth in the letter without giving up, waiving or losing any of our rights under law or under this Agreement.

If you choose to establish automatic payment to draft your designated Bank of America account, the authorization will remain in full force and effect until the Bank has received written or verbal notification from you of its termination in such time and in such manner as to afford the Bank a reasonable opportunity to act on it. If your designated account is a Bank of America account and automatic payments are terminated either by you or by the Bank, your margin will increase by one quarter of one percent (.25%).

12. ANNUAL PERCENTAGE RATE AND FINANCE CHARGE.

A. When FINANCE CHARGES Begin to Accrue. Periodic **FINANCE CHARGES** for Advances under your Credit Line will begin to accrue on the date Advances are posted to your Credit Line. There is no "free ride" period which will allow you to avoid **FINANCE CHARGES** on your Credit Line Advances.

B. How the Balance on which the FINANCE CHARGE is Calculated is Determined. The cost of the credit through the Credit Line is disclosed as a Finance Charge. Except for some closing costs (indicated in this Agreement), interest will not accrue until a credit advance is made. You will pay interest on each credit advance until it is fully paid off. We will determine the **FINANCE CHARGE** for each monthly billing period by using the following simple interest rate calculation. A **FINANCE CHARGE** is calculated daily on the Variable Rate Principal Balance, as defined above in the "Definitions" section of this Agreement, by multiplying the daily periodic rate (as indicated in "How The Rate Used To Calculate The Finance Charge Is Determined ") by the daily Variable Rate Principal Balance.

To get the daily Variable Rate Principal Balance we (i) take the beginning Variable Rate Principal Balance for that day (ii) add to that amount all credit advances and sums advanced by us to fulfill any obligations under a Security Instrument (such as a mortgage, deed of trust, or security agreement), if any, for that day, then (iii) subtract all principal balance payments and credits for the Variable Rate Principal Balance for that day. All of the daily Variable Rate Principal Balance **FINANCE CHARGES** for the monthly billing cycle are added together to get the total Variable Rate Principal Balance **FINANCE CHARGE** for the monthly billing cycle. Transaction charges are added to the Variable Rate Principal Balance **FINANCE CHARGE** to get the total **FINANCE CHARGE** for the monthly billing cycle. For Fixed Rate Loan Option balances, the estimated **FINANCE CHARGE** is calculated at the establishment of the Fixed Rate and is included in the fixed payment amount.

C. How the Rate Used to Calculate the FINANCE CHARGE Is Determined. The initial Variable Rate Principal Balance daily periodic rate used to compute the Variable Rate Principal Balance **FINANCE CHARGE** is 1/365th of the initial Variable Rate Principal Balance **ANNUAL PERCENTAGE RATE** (as indicated under "Periodic Rate and Corresponding **ANNUAL PERCENTAGE RATE**"). The Variable Rate Principal Balance **ANNUAL PERCENTAGE RATE** is a variable rate involving both an index and a margin, both described under "Periodic Rate and Corresponding **ANNUAL PERCENTAGE RATE**" below. **FINANCE CHARGES** will accrue on an actual 365-day year basis (366 day year basis for leap year). If, however, you received a discounted margin for (1) automated payments from your designated Bank of America account, (2) using the Property as an owner-occupied principal residence, (3) an initial Advance maintained for at least the first three consecutive billing cycles, as described in an Amendment hereto (if any), or (4) any other applicable discount (including but not limited to an employee discount), then the Variable Rate Principal Balance Daily Periodic Rate and the Variable Rate Principal **ANNUAL PERCENTAGE RATE** may increase as a result of the loss of one or more of such discounts, as described in Section 13 below. The addition of a fee may cause the actual Variable Rate Principal Balance **ANNUAL PERCENTAGE RATE** for the monthly billing cycle to exceed the Variable Rate Principal Balance **ANNUAL PERCENTAGE RATE** stated in this Agreement.

If the Index is unavailable for any monthly billing cycle, we will use the Index for the most recently preceding monthly billing cycle in which the Index was available. If the Index ceases to be published during the term of this Agreement, we will select a substitute index and margin. The substitute index will be a historical movement substantially similar to the Index, and the substitute index and margin will result in an **ANNUAL PERCENTAGE RATE** at the time it is substituted that is substantially similar to the rate in effect at the time the Index became unavailable.

There is no limitation on the size of any interest rate adjustment or the number of interest rate adjustments that may be made on the Credit Line so long as the maximum **ANNUAL PERCENTAGE RATE** does not exceed the Maximum Interest Rate disclosed on the first page of this Agreement. Any increase or decrease in the Index that occurs would cause a corresponding increase or decrease in the Daily Periodic Rate, **ANNUAL PERCENTAGE RATE**, **FINANCE CHARGES** and possibly the Total Minimum Payment Due. You understand that adjustments based on an Index change will be applied automatically to the Credit Line and you will not receive advance notice of that adjustment.

The Finance Charge on a Fixed Rate Loan Option is determined on a simple interest basis. If you make a Fixed Rate Loan Option payment(s) before or after any specified payment date, either the amount of your originally scheduled final payment may be lower or higher than the amount initially established or additional payment(s) may be required.

13. Periodic Rate and Corresponding ANNUAL PERCENTAGE RATE. We will determine the Periodic Rate and the corresponding **ANNUAL PERCENTAGE RATE** for the Variable Rate Principal Balance as follows. We start with an independent Index, which is the Prime Rate as published daily in the "Money Rates" table of *The Wall Street Journal* (the "Index"). When a range of rates has been published, the higher of the rates will be used. We will use the most recent Index value available to us as of the date of the **ANNUAL PERCENTAGE RATE** adjustment. The Index is not necessarily the lowest rate charged by us on our loans. If the Index becomes unavailable during the term of the Credit Line Account, we may designate a substitute Index (and, if necessary, a new margin) after notice to you.

A. Rate Computation. The **ANNUAL PERCENTAGE RATE** is determined using the Index published as of the last business day prior to the first day of the next monthly Billing Statement plus a margin, as shown below, and will be effective on the first day of the next monthly billing cycle.

To determine the Periodic Rate that will apply, we add the applicable margin to the value of the Index and divide the value by the number of days in a year (daily). To obtain the **ANNUAL PERCENTAGE RATE**, we multiply the Periodic Rate by the number of days in a year. The **ANNUAL PERCENTAGE RATE** includes only interest and no other costs.

The current Index is 3.500 % per annum. The margin is -.220 %. The initial Periodic Rate and the corresponding **ANNUAL PERCENTAGE RATE** on your Credit Line Account are as stated below:

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Current Rates

Range of Balances or Conditions	Margin Added to Index	ANNUAL PERCENTAGE RATE	Daily Periodic Rate
ALL BALANCES	-.220%	3.280%	0.00899%

You agree that at Lender's option your margin may increase if one or more of the following events occurs:

(1) By one quarter of one percent (.25%) if you received a discount for automatic payments as described in Section 11 and such payments are no longer made automatically.

(2) By up to one half of one percent (.50%), if the occupancy status of the Property changes from owner-occupied to second home, investment property, or other non-owner occupied.

(3) By the amount described in an Amendment hereto (if any) if you received a discount for an initial Advance but fail to maintain the required balance as outlined in the Amendment.

(4) By one quarter of one percent (.25%), if you received an employee discount but cease to be an employee of Bank of America Corporation or one of its Affiliates.

No increase in margin as described above shall result in an **ANNUAL PERCENTAGE RATE** in excess of the Maximum Interest Rate disclosed on the first page of this Agreement or otherwise in excess of the maximum interest rate permitted by applicable law. Any increase in your margin (1) will be effective as of the date you cease to be eligible for the related discount and (2) may result in an increase in your scheduled minimum payment amount.

B. **Limits.** The Periodic Rate and the corresponding **ANNUAL PERCENTAGE RATE** on your Account will increase or decrease as the Index increases or decreases from time to time. There is no limit to the amount by which the **ANNUAL PERCENTAGE RATE** can increase or decrease over a 1-year period. Any increase in the Periodic Rate will take the form of higher payment amounts. Adjustments to the Periodic Rate and the corresponding **ANNUAL PERCENTAGE RATE** resulting from changes in the Index will take effect monthly. In no event will the corresponding **ANNUAL PERCENTAGE RATE** be more than the lesser of 24.000% or the maximum rate allowed by applicable law.

Notwithstanding any other provision of this Agreement, we will not charge interest on any undisbursed loan proceeds, except as may be permitted during any Right of Rescission period.

C. **Forgo Rate Increases.** If we forgo an **ANNUAL PERCENTAGE RATE** increase, at the time of a later adjustment we may return to the full Index value plus margin.

14. **Closing Costs.** In addition to the **FINANCE CHARGES** which will be added to your Credit Line each billing cycle, you will pay the following fees, including real estate closing and security filing fees.

See Section 15.G. for a discussion of the Early Closure Fee that may apply if you close your Account within thirty-six months of the date of this Agreement.

15. **Other Charges.** You agree to pay the fees and charges listed below if the circumstances triggering their assessment apply. These fees and charges will be added to the Account balance and are payable as set forth in this Agreement.

A. **Late Charge:** If we do not receive the amount of your minimum monthly payment in full within ten (10) days after your payment due date, you will pay us a late charge equal to the greater of $29.00 or five percent (5%) of the unpaid portion of your minimum monthly payment.

B. **Returned Payment Charge:** If a check or any other instrument or payment method with which you have made a payment on the Credit Line is returned to us unpaid for any reason, you will be charged a return payment charge of $20.

C. **Returned Special Convenience Check.** $20.

D. **Annual Fee:** $0.

E. **Fixed Rate Loan Option Conversion Fee:** $0.

F. **Security Instrument Discharge Fee:** As permitted by applicable law, Lender may request that at the time you payoff your Credit Line, you pay the Lender's cost to record a discharge of the Security Instrument.

G. **Early Closure Fee:** If you close your Account within thirty-six months of the date of this Agreement, then Lender will require you to pay an Early Closure Fee consisting of (a) a base fee of up to $450 (to cover certain bona fide third party charges and other charges paid or waived by Lender rather than assessed to you at closing, some portion of which may be considered a prepayment penalty) and (b) the following additional specific closing costs if the Lender paid such costs on your behalf in lieu of assessing such costs under Section 14: any mortgage and government taxes, recording fees and any closing agent or attorney fees. Early Closure Fees do not apply for loans secured by property located in the State of Maryland.

H. **Overlimit Fee:** If your outstanding balance of Advances exceeds your Credit Limit in any month, then Lender may assess an overlimit fee of $29. Nothing contained in this Agreement shall be deemed to authorize you to exceed your Credit Limit.

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16. Refund of Fees, Charges, and Costs. The terms of this Agreement shall be construed to be consistent with applicable law. However, if a court of competent jurisdiction or other qualified authority determines that the loan charges and fees described in this Agreement exceed the limits that applicable law allows, the following shall occur. First, any such purportedly excessive charges or fees shall be reduced to the permitted amount. Second, any amounts collected that exceed the permitted amount will be returned to you, either by direct payment or by reducing the principal you owe on your Account. Your receipt of a refund made by direct payment to you or credited to your Account will constitute a waiver of any right of action you may have arising out of overcharges or allegedly excessive loan charges or fees.

17. Property Insurance; Other Charges. You agree to obtain property insurance against loss or damage to the Property, in the amounts, for the time period and against the risks that the Security Instrument and/or we require. You may obtain insurance from an insurance carrier of your choice so long as the insurance carrier is acceptable to us. If you fail to purchase and maintain acceptable property insurance, we may purchase insurance for you or on your behalf and at your expense as described in the Security Instrument. We have no obligation to obtain such insurance. Should we take this action, the equity in the Property and contents thereof may not be protected as you desire. Further, the cost of the insurance may significantly exceed the cost of such insurance that you could have obtained; this cost will be treated as an Advance.

18. Additional Rights and Remedies. In addition to the rights described elsewhere in this Agreement and in the Security Instrument, we also have the following rights:

A. Termination and Acceleration. We can terminate your Account and require you to pay us the entire outstanding Account balance under this Agreement in one payment, and charge you certain fees, if any of the following occur: 1) You engage in fraud or make a material misrepresentation (including but not limited to a representation about the occupancy of the Property) at any time in connection with your Account or any other account with Lender ; 2) We do not receive the full amount of any Minimum Payment due by its due date or you fail to meet any of the other repayment terms of this Agreement; 3) Your action or inaction adversely affects the Property or our rights in it (for this purpose, the words "you," "your," and "yours" also refer to the owner of the Property, if different than you). Examples of these actions or inactions include, but are not limited to: a) Your death, if you are the sole Borrower on the Account; or the death of all but one Borrower, which adversely affects our security; b) Illegal use of the Property, if such use subjects the Property to seizure; c) You transfer all or part of your interest in the Property without our written consent; d) All or part of the Property is taken by condemnation or eminent domain; e) Commencement of foreclosure of any senior lien on the Property; f) Failure to maintain required insurance on the Property; g) Waste or destructive use of the Property that adversely affects our security; h) Failure to pay taxes or assessments on the Property; i) Permitting the creation of a senior lien on the Property; j) Filing of a judgment against you, if the amount of the judgment and collateral subject to the judgment is such that our security is adversely affected; or k) you occupied the Property as your principal residence at the time of application for your Account but you move out of the Property without notifying Lender.

We may, at our option, take lesser action than those described in this Section 18. Such lesser action may include, without limitation, suspending your Account and not allowing you to obtain any further Advances, reducing your Credit Limit, and/or changing the payment terms on your Account. If we take any such action, this shall not constitute an election of remedies or a waiver of our right to exercise any rights or remedies under the remainder of this Section 18, the remaining provisions of this Agreement, the Security Instrument, or at law or in equity. We may take action under this Section only after complying with any notice or cure provisions required under applicable law. In the event we elect not to terminate the Account or take any lesser action as provided in this Section 18, we do not forfeit or waive our right to do so at a later time if any of the circumstances described above exists at that time.

B. Suspension or Reduction. We can refuse to make additional Advances or reduce your Credit Limit during any period of time in which any of the following are in effect: 1) The value of the Property declines significantly below the value as determined by us at the time you applied for your Account. This includes, for example, a decline such that the initial difference between the Credit Limit and the available equity in the Property is reduced by fifty percent (50%) or more, and may include a smaller decline depending on individual circumstances; 2) We reasonably believe you will not be able to meet the repayment requirements set forth in this Agreement due to a material change in your financial circumstances; 3) You are in default of a material obligation in this Agreement, including, without limitation, your failing to make a Minimum Payment on a date that it is due or your failure to perform any of your Important Obligations listed in Section 18.C below ; 4) Government action prevents us from imposing the **ANNUAL PERCENTAGE RATE** provided for in this Agreement; 5) Government action impairs our security interest such that the value of our interest is less than 120 percent of your Credit Limit then in effect; 6) A regulatory agency which supervises us has notified us that continued Advances would constitute an unsafe and unsound practice; 7) The **ANNUAL PERCENTAGE RATE** under this Agreement reaches the Maximum Interest Rate disclosed on page one of this Agreement. If we refuse to make additional Advances or reduce your Credit Limit under this Section 18B, within three business days after taking such action or, if different, within such other period as may be prescribed by Regulation Z under the Truth in Lending Act, we will send you a written notice stating the reason for such action. If, for any reason, you believe your ability to obtain Advances or your Credit Limit should be reinstated, you must send us a written request for reinstatement and include in the request the reasons why you believe your ability to obtain Advances or your Credit Limit should be reinstated.

C. Important Obligations. You agree to perform each of the following Important Obligations:

A. You will pay all of your existing and future debts to Lender under any existing or future agreement with Lender and you will pay all of your existing and future debts to your other creditors as they become due and will not allow a creditor to obtain a judgment against you.

B. You will not permit any person or entity to levy upon, attach, garnish or otherwise take any money, account or other property deposited with Lender or in Lender's possession that belongs to you.

C. From time to time, if requested, you will supply Lender with current financial information about you as described in Section 25 of this Agreement.

D. You will not make any material misrepresentation in connection with your Account, whether in your application, in this Agreement, or in the Security Instrument, and you will not make any material misrepresentation in connection with any other account with Lender.

E. You will not permit a receiver, sequestrator, liquidator, trustee, guardian, conservator or other judicial representative to be appointed for you or any of your property or for the Property.

F. You will not use or allow use of the Property for any illegal purpose that may subject the Property to seizure.

G. If the Property was represented to be your principal residence at the time of your application for this Credit Line, you will not move out of the Property without notifying the Lender that the Property is no longer your principal residence. Further, you agree that if your occupancy status changes from the status as represented at the time of your application for this Credit Line, any such change is a failure to perform an Important Obligation that permits Lender to suspend Advances or reduce your Credit Limit as appropriate to meet Lender's maximum loan-to-value standards for such occupancy status

H. You will not file or record or permit to filed or recorded a lien, encumbrance or security instrument that takes priority over the Security Instrument for future advances made under this Agreement.

I. You will not fail to comply with any material obligation in this Agreement or in the Security Instrument such as your promise not to exceed your Credit Limit.

J. You will sign any additional or corrective documents in connection with this Agreement or the Account as described in Section 25 below.

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19. Collection Costs. If you are in default and we either require you to pay us immediately in full or we otherwise incur costs in connection with the enforcement of your Account, we may require that you pay our collection costs and expenses to the extent not prohibited by law. If we bring a lawsuit to collect, you will pay our reasonable attorneys' fees and court costs allowed by applicable law and set by the court.

20. Suspension or Termination by You. Each of you has the right, upon proper written notice to us, to suspend the privilege of obtaining new Advances. A request to suspend the privilege of obtaining Advances, even if made only by one of you, will be effective against all of you. Advances will be reinstated upon our receipt and acceptance of a written reinstatement request signed by each of you, provided that no event(s) or condition(s) permitting a suspension of Advances under this Agreement then exist. To do so, you must notify us in writing.

If one of you requests termination of the Account, the Account will be terminated for all of you. At our option, we may release some of you from liability under this Agreement and/or under applicable law without releasing all of you.

If you terminate your Account, you will have no further right to Advances under this Agreement, and you must notify us and return all Special Convenience Checks and any other access devices. Any use of Special Convenience Checks or other access devices following suspension or termination may be considered fraud. You will also remain liable for any further use of the Special Convenience Checks or other Credit Line access devices not returned to us.

21. Effect of Suspension of Your Account. If your Account is suspended or terminated for any reason, you will nonetheless remain obligated to pay the Account balance in accordance with the terms of this Agreement. Upon termination of your Account by either you or us, you must return to us all Checks, Credit Cards, or other Account access devices given to you. If either you or we terminate your Account, you will not be entitled to a refund of any **FINANCE CHARGES**, fees, charges, paid or payable under the Account.

22. Change in Terms. After you open your Account, we may modify or amend the terms of this Agreement and/or the other loan documents pertaining to the Account if any of the following conditions exist: 1) You consent in writing to our proposed modification or amendment at that time; 2) The modification or amendment unequivocally benefits you throughout the remainder of the term of this Agreement; 3) The modification or amendment results only in an insignificant change to the terms of this Agreement and/or the other loan documents; 4) The modification or amendment involves the substitution of a new Index and margin, as provided in Section 13 above. Any Account balance on the effective date of any modification or amendment is subject to the modification or amendment.

23. Prepayment. You may prepay all or any amounts owing under this Credit Line at any time without penalty, other than any Early Closure Fee as described in Section 15.G. However, we will be entitled to receive all accrued **FINANCE CHARGES** and any other accrued fees or charges.

24. Tax Consequences You acknowledge that we (including our employees and representatives) have given you no assurances, representations or warranties that the **FINANCE CHARGES** and other fees and charges paid on your Account are tax deductible. You should consult your own tax advisor concerning the deductibility of the **FINANCE CHARGES** and other fees and charges for the Account.

25. Review of Your Account. Upon our request, you will provide us with current financial and credit information and will sign any additional or corrective documents in connection with this Agreement or the Account. At our option, you will either furnish copies of your most recent income tax returns or provide us with a signed IRS Form 4506-T authorizing the IRS to provide us a return transcript. You authorize us to release information about you to our Affiliates or third parties as described in our privacy policy and our Fair Credit Reporting Act notice or similar notices, provided you do not opt out of the applicable policy or as permitted by applicable law. You also authorize us to obtain credit reports on you at any time, at our sole option, and expense, for any reason, including but not limited to determining whether there has been an adverse change in your financial condition. We also may from time to time obtain a new valuation of the Property that secures the Credit Line at any time, including internal inspection, at our sole option and expense.

26. Use of the Credit Line. You may use your Credit Line subject to the following limitations:

A. Legal Transactions. Borrower agrees that Borrower will only use the Credit Line for transactions that are legal where Borrower resides. For example, internet gambling transactions may be illegal in Borrower's state. Display by an on-line merchant of either Lender's logo or a card company's logo does not mean that an internet transaction is legal where Borrower resides. Lender will not be liable if Borrower engages in an illegal transaction using the Credit Line.

B. Authorizations. Some transactions require Lender's prior authorization. For security purposes, Lender may from time to time place or change limits on the number or amounts of transactions (including Advances) Borrower makes in a day at ATMs or point-of-sale terminals. Such limitations may not be the same at every ATM or point- of-sale terminal. The limitations placed on a "Bank of America ATM Card" or "Bank of America Check Card" when using an ATM or point-of-sale terminal may not be the same as the limitations placed on an Account Access Card used at the same ATM or point-of-sale terminal. Except as otherwise may be specified by Lender, no such limits are placed on the number or amounts of transactions (including Advances) Borrower makes: at Lender's banking centers, by writing a Special Convenience Check, by conducting an overdraft protection transaction (subject to the ATM limits, above), or by telephone. In addition, Lender may deny authorization to any method of accessing the Credit Line if the Credit Line has been suspended or terminated or if Lender suspects fraudulent activity, and Lender shall not be liable for any failure to authorize any transaction (including Advances) for any of these reasons. However, Borrower is liable for any transaction (including Advances) Lender authorizes even if Lender should not have authorized it because Borrower is or would be in default under this Agreement as a result of the transaction.

C. No Security Interest on Purchases. This Agreement does not grant Lender a security interest in purchases Borrower charges to the Credit Line.

D. Transactions With Merchants (a) If a merchant discloses a policy such as "no returns", "no refund", "no return or credit without receipt", "as is", "store credit only", or "all sales final", or similar language, Borrower will be bound by that policy when Borrower uses the Credit Line to buy goods or services from that merchant. (b) When using the Credit Line to make travel or lodging reservations, Borrower must obtain the merchant's cancellation policy and follow it if Borrower cancels. If Borrower cancels, Borrower must obtain the cancellation number that the merchant is required to give Borrower. The merchant may charge Borrower for a cancelled transaction unless Borrower can provide Lender with a correct cancellation number. If Borrower makes reservations or purchases of any kind, such as lodging reservation for several nights stay or a mail order purchase, the Credit Line may be immediately charged for the full amount of the reservation or purchase, regardless whether Borrower has received the goods or services requested at the time the Credit Line is charged. (c) If Borrower authorizes a merchant to charge the Credit Line for repeat transactions without the Account Access Card, then Borrower must notify the merchant when Borrower wants to discontinue the repeat transactions or if the Credit Line is closed or if a new Credit Line or Account Access Card number is issued by Lender. Otherwise, Borrower will be responsible to Lender for the amount of all such repeat transactions. (d) If Borrower disagrees with a transaction on Borrower's statement or has a dispute with a merchant as a result of a transaction, Borrower will provide Lender with information or assistance Lender reasonably requests. Otherwise, Borrower will pay Lender for any resulting loss Lender has, unless Lender is prohibited by applicable law from holding Borrower liable for Lender's loss. (e) If Borrower makes a transaction in a currency other than U.S. dollars, Visa will convert the charge or credit into a U.S. dollar amount. The conversion rate will be determined using Visa currency conversion procedures that are disclosed to institutions issuing Visa cards. The conversion rate on the processing date may differ from the rate on the date of Borrower's transaction. Currently, Visa uses a currency conversion rate of either: (1) a rate selected by VISA from a range of rates available in the wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives or (2) the government mandated rate in effect for the central processing date.

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In each case, Visa uses the rate in effect one day before the conversion date. In the event Visa chooses to change the currency conversion rate or the day on which the currency conversion rate is determined, then transactions on the Credit Line made in a foreign currency and processed after the change will reflect the change.

E. Special Rule for Account Access Card Purchases. If Borrower has a problem with the quality of goods or services that Borrower purchased with an Account Access Card, and Borrower has tried in good faith to correct the problem with the merchant, Borrower may not have to pay the remaining amount due on the goods or services. Borrower has this protection only when the purchase price was more than $50 and the purchase was made in Borrower's home state or within 100 miles of Borrower's mailing address. (If Lender owns or operates the merchant, or if Lender mailed Borrower the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.).

F. Overdraft Protection and Linked Accounts. If the Credit Line Account is not blocked, suspended or terminated, you may request that the Credit Line Account be set up to provide overdraft protection for an associated Bank of America checking or Money Market Savings account, subject to the terms and conditions for such overdraft protection (including but not limited to any minimum transfer amount and any fees for each such overdraft protection advance) as specified in the applicable Deposit Agreement and Disclosures and/or Personal Schedule of Fees for such associated account, as amended from time to time. If the associated account is closed or blocked, Overdraft Protection will stop. If you request that the Credit Line be connected to or 'linked' to another Lender product, you understand and agree that a user on the 'linked' account can make a transaction that exceeds the available balance on the 'linked' account and cause an Advance to be made. Also, *if an ATM access card is given to a user on the 'linked' account, that user when using the ATM access card may access the Credit Line and obtain an Advance without* making a transaction directly on the 'linked' account. That user may or may not be a party obligated for this Agreement. Overdraft protection is not available in all states or for all loan products.

G. Skip Payment Feature. At our discretion, from time to time we may offer a feature that will allow you to skip one or more payments on your Account. **FINANCE CHARGES** will continue to accrue on the Account at the applicable **ANNUAL PERCENTAGE RATE.** At the end of the skip payment period, the payment terms of this Agreement will be reinstated automatically without further notice.

27. Reserved.

28. Miscellaneous. If this Agreement represents a renewal, modification, extension, substitution or consolidation of an obligation owed to us, then you acknowledge and agree that there are no claims, setoffs, avoidances, counterclaims or defenses or rights to claims, setoffs, avoidances, counterclaims or defenses to payment or enforcement of the prior obligation. If this Agreement is a renewal of a prior note or agreement with you, then it is the intent of the parties that the note or Agreement evidencing the original extension of credit not be extinguished by the renewal unless required by applicable state law. Our records shall be evidence that this Agreement is a renewal.

You expressly consent and agree that in connection with the administration of this Agreement and your Account, including but not limited to matters relating to default (including the failure to make a Minimum Payment by the due date), you will accept calls regarding the administration and collection of this Agreement and your Account at any residence or place of employment and at any telephone number on file with the Lender, including but not limited to cellular phones. The calls can be automatically dialed and a recorded message may be played. You agree such calls will not be "unsolicited calls" for purposes of any federal, state or local law. You also agree that Lender may use electronic communications by e-mail, text messaging, or other electronic means, to the extent not prohibited by applicable law, to communicate with you about your account. To improve customer service and security our calls with you may be recorded. You agree that monitoring or recording may be done and that no additional notice to you or additional approval from you is needed.

You authorize us, our parent company, Bank of America Corporation (or any successor company) and Bank of America Corporation's affiliates and subsidiaries ("Affiliates"), to the extent permitted by applicable law, to: (a) obtain other information deemed necessary concerning your credit experience and other information from credit reporting agencies, creditors, and any department of motor vehicle or similar state agency, your employer (past, present and future) and other persons (and all entities may release and/or verify such information to us at any time without notification to you or without your consent), and (b) share information with our Affiliates, except to the extent that you have opted out of such sharing as provided in our Privacy Policy for consumers or as otherwise limited by applicable law.

29. Entire Understanding. This Agreement together with the Security Instrument constitutes the entire understanding and agreement between the parties as to the matters set forth in this Agreement and the Security Instrument and supercede all prior understandings and correspondences, written or oral, with respect to the subject hereof.

30. Delay in Enforcement. We reserve the right to defer or delay the date certain changes are to occur without notice and without being liable for such delay or deferment. A court decree for divorce or separation or no-court approved mutual agreement does not affect, eliminate or reduce any person's liability for the Agreement or the Account balance if we are not a party to the decree or agreement.

31. Governing Law. This Agreement will be governed by and interpreted in accordance with federal law and, to the extent not preempted by federal law, by the laws of the State of CALIFORNIA, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of any laws other than federal law or the laws of such State; provided, however, that matters related to the exportation of interest (as defined by federal law) will be governed by the laws of the State of North Carolina. The credit transaction that is evidenced by this Agreement has been approved, made and funded, and all credit documents have been accepted by Lender, in the State of North Carolina. All Advances are made and will be made from the State of North Carolina, unless the Lender elects otherwise.

32. Severability. If any portion of this Agreement conflicts with, contradicts or otherwise controverts applicable federal, state, tribal, or local law, then to the extent possible such portion shall be construed as being consistent with such applicable law, and further will be deemed changed to the extent necessary to accomplish this end. If any such conflicting or contradicting portion of this Agreement cannot be so construed or changed, it will be deemed severed from this Agreement and will not affect other provisions of this Agreement, which shall be given full effect without regard to the conflicting or contradicting portions.

33. Irregular Payments. We may accept late payments, partial payments, and items marked "payment in full" even if they are not full payments, without losing any of our rights under this Agreement, and you will remain obligated to pay amounts owed under this Agreement. All written communications concerning disputed amounts including any checks or other instruments that indicate a payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations as full satisfaction of a disputed amount must be mailed or delivered to us at the address shown on your periodic statement.

34. Waiver of Notice. Subject to applicable law, you waive presentment for payment, demand, protest, and notice of dishonor, notice of acceleration, notice of intent to accelerate, and notice of nonpayment.

35. Sending of Notices. Except as otherwise provided in this Agreement, all notices must be in writing. Notice to any of you shall be deemed notice to all of you. Any Billing Statement or notice to you under this Agreement will be sufficiently given if sent to your address on file in connection with the Account or to a new address of which you have notified us in writing at least twenty calendar days before the sending of the Billing Statement or notice. Any notice that you give to us must be provided to us at the address listed on the first page of this Agreement, or a different address if you are notified of the same.

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36. Transfer and Assignment. We may transfer or assign this Agreement, the Security Instrument and any other loan document relating to the Account to any person or entity without notice to you. You may not transfer, assign or delegate your duties under this Agreement or the Security Instrument. Subject to applicable law this Agreement is binding on you, your successors, heirs and personal and legal representatives.

37. Assumption. This Account is not assumable. This means that someone buying the Property may not take over this Account as his/her own obligation on the terms of this Agreement or on any other terms.

38. Right of Setoff. To the extent allowed by applicable law, we have the right to setoff if you are in default under this Agreement. Having the right of setoff means that we may, but do not have to, apply any balance you owe to us against any of your deposits and accounts or securities now or hereafter in our possession or in the possession of any Bank of America affiliate or subsidiary.

39. Caption Headings. Caption headings are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Acknowledgment. You understand and agree to the terms and conditions of this Agreement. By signing this Agreement, you acknowledge that you have read this Agreement. You also acknowledge receipt of a completed copy of this Agreement, including the Fair Credit Billing Notice and the early home equity line of credit application disclosure, in addition to the handbook entitled *What You Should Know About Home Equity Lines of Credit* provided to you at application.

WITNESS: ACCEPTED AND AGREED TO:

Sandra Will 07/21/16

Borrower SANDRA WILL Date

Borrower Date

Borrower Date

Borrower Date

Borrower Date

Borrower Date

PAY TO THE ORDER OF

WITHOUT RECOURSE
BANK OF AMERICA, N.A.

BY: Beulah Dore
BEULAH DORE
ASSISTANT VICE PRESIDENT

US-0015465

US-0015465

BILLING ERROR RIGHTS
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 sixty (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 was an error. If you need more information, describe the item you think is wrong.

YOUR RIGHTS AND RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE

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

After we receive your letter, we cannot try and collect any amount you question, or report you as delinquent. We can continue to bill you for the amount in question, including FINANCE CHARGES, and we can apply any unpaid amount against your Credit Line. 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 we made a mistake on your bill, you will not have to pay 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 up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date on which it is due.

If you fail to pay us the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we will 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 that we report you to that the matter has been settled between us when it finally is.

If we do not follow these rules, we can't collect the first $50 of the questioned amount, even if your bill is correct.

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HELOC AGREEMENT RIDER - VARIABLE INTRODUCTORY RATE

This Rider is made part of and modifies the Bank of America Equity Maximizer Agreement and Disclosure Statement ("Agreement") signed by you today. All capitalized terms used in this Rider have the same meaning as in the Agreement.

Notwithstanding anything to the contrary stated in the Agreement, until the billing cycle end date immediately following JULY 21, 2017 ("Introductory Period"), the daily periodic rate and ANNUAL PERCENTAGE RATE ("APR") for Eligible Balances (as defined below) on your account will be determined as described in the Agreement, except that we will apply a discounted margin of -1.260 percentage points to the Index.

The balances that will accrue interest at the Introductory Period ANNUAL PERCENTAGE RATE are those balances/transfers taken on or before JULY 21, 2017 ("Eligible Balances"). All other balances not deemed "Eligible Balances" will accrue interest as described in Section 13 of the Agreement.

Based on this discounted margin, as of JULY 21, 2016, the initial variable daily periodic rate is 0.00613% and the initial variable ANNUAL PERCENTAGE RATE is 2.240% for Eligible Balances during the Introductory Period. This variable introductory rate is subject to changes in the Index, which may result in increases or decreases in the variable introductory ANNUAL PERCENTAGE RATE and the minimum monthly payment amount.

Beginning in the first complete billing cycle following JULY 21, 2017, the daily periodic rate and ANNUAL PERCENTAGE RATE for all balances will be determined as described in Section 13 of the Agreement.

The Introductory Period ANNUAL PERCENTAGE RATE does not change your maximum ANNUAL PERCENTAGE RATE, which remains equal to the rate disclosed in the Agreement. As stated in the Agreement, we may apply principal payments using our standard payment application methodology, which may change from time to time. For example, we may choose to apply your principal payments to balances (including transactions made after your last statement) with lower APRs before balances with higher APRs. In that example, until the balances with lower APRs are paid off, your principal payments will not be applied to pay down balances with higher APRs.

Notwithstanding anything to the contrary stated in the Agreement, any other margin discounts for which you may be eligible cannot be combined with the Introductory Period APR for Eligible Balances during the Introductory Period. Except for the circumstances described in the prior sentence, any such applicable margin discounts will be applied as stated in Section 13 of the Agreement.

Sandra Will 07/21/16

Borrower SANDRA WILL	Date	Borrower	Date
Borrower	Date	Borrower	Date
Borrower	Date	Borrower	Date

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AMENDMENT TO BANK OF AMERICA EQUITY MAXIMIZER® AGREEMENT AND DISCLOSURE STATEMENT

Loan Number: 68249038711799

Property Serving as Security (the "Property"): 306 LOS GATOS ALMADEN RD., LOS GATOS, CALIFORNIA 95032

Borrower's Name and Address: SANDRA WILL, 306 LOS GATOS ALMADEN RD., LOS GATOS, CALIFORNIA 95032

This Amendment (the "Amendment") is made and entered into as of JULY 21, 2016 by SANDRA WILL

(the "Borrower")

and BANK OF AMERICA, N.A., a national banking association (the "Bank") to modify and amend that certain Bank of America Equity Maximizer® Agreement and Disclosure Statement (the "Agreement") of even date between Borrower and Lender.

The Agreement is hereby amended as follows:

1. Section 13 as set forth in the Agreement is modified by substituting the following text for the final portion of Section 13.A:

You agree that at Lender's option your margin may increase if one or more of the following events occurs:

(1) By one quarter of one percent (.25%) if you received a discount for automatic payments as described in Section 11 and such payments are no longer made automatically.

(2) By up to one half of one percent (.50%), if the occupancy status of the Property changes from owner-occupied to second home, investment property, or other non-owner occupied.

(3) By up to 1.000 %, if you received a discount for an initial Advance of at least $ 100,000.00 but fail to maintain a balance on your Account of at least $ 100,000.00 for at least the first three full consecutive billing cycles (except to the extent any reduction in the balance is attributable to required principal payments).

(4) By one quarter of one percent (.25%), if you received an employee discount but cease to be an employee of Bank of America Corporation or one of its Affiliates.

No increase in margin as described above shall result in an ANNUAL PERCENTAGE RATE in excess of the Maximum Interest Rate disclosed on the first page of this Agreement or otherwise in excess of the maximum interest rate permitted by applicable law. Any increase in your margin (1) will be effective as of the date you cease to be eligible for the related discount and (2) may result in an increase in your scheduled minimum payment amount.



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2. Except as modified and amended hereby, the terms of the Agreement shall remain in full force and effect.

Sandra Will 07/21/16

Borrower SANDRA WILL Date

Borrower Date

Borrower Date

Borrower Date

Borrower Date

Borrower Date

Borrower Date

US-0015469