Adjustable-Rate Mortgage (ARM) Application Packet

Thank you for choosing The Bank of Elk River for your ARM loan. Attached you will find the following helpful information:

- **Loan Application** – Please complete, sign and date.
- **Adjustable-Rate Mortgage Disclosure** – This disclosure provides you with sample terms of The Bank of Elk River's Adjustable-Rate Mortgage products.
- **Consumer Handbook on Adjustable-Rate Mortgages Brochure –** This brochure is full of important information about having an ARM loan and can help ensure that this is the right product for you.

To ensure an easy application process and a fast turnaround on your loan, please provide the following documents:

- ☐ Completed and signed Application
- ☐ Two most recent paystubs dated with 30 days of application
- ☐ W-2s for the last two years
- ☐ Proof of any other sources of income
- ☐ Previous two years Federal tax returns, signed
- ☐ Homeowners Insurance Policy or Insurance Company and Agent
- ☐ Most recent property tax statement
- ☐ Statement of current mortgage balance

Notice

We may order an appraisal to determine the property's value and charge you for this appraisal. We will promptly give you a copy of any appraisal, even if your loan does not close. You can pay for an additional appraisal for your own use at your own cost.

About | Printing Requirements | Reset | Show Field Borders

Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower," as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when ☐ the income or assets of a person other than the Borrower (including the Borrower's spouse) will be used as a basis for loan qualification or ☐ the income or assets of the Borrower's spouse or other person who has community property rights pursuant to state law will not be used as a basis for loan qualification, but his or her liabilities must be considered because the spouse or other person has community property rights pursuant to applicable law and Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

If this is an application for joint credit, Borrower and Co-Borrower each agree that we intend to apply for joint credit (sign below):

Borrower _____ Co-Borrower _____

I. TYPE OF MORTGAGE AND TERMS OF LOAN

Mortgage Applied for: ☐ VA ☐ Conventional ☐ Other (explain): ☐ FHA ☐ USDA/Rural Housing Service

Agency Case Number | Lender Case Number

Amount $ | Interest Rate % | No. of Months

Amortization Type: ☐ Fixed Rate ☐ Other (explain): ☐ GPM ☐ ARM (type):

II. PROPERTY INFORMATION AND PURPOSE OF LOAN

Subject Property Address (street, city, state & ZIP) | No. of Units

Legal Description of Subject Property (attach description if necessary) | Year Built

Purpose of Loan ☐ Purchase ☐ Construction ☐ Other (explain): ☐ Refinance ☐ Construction-Permanent

Property will be: ☐ Primary Residence ☐ Secondary Residence ☐ Investment

Complete this line if construction or construction-permanent loan.

Year Lot Acquired	Original Cost	Amount Existing Liens	(a) Present Value of Lot	(b) Cost of Improvements	Total (a + b)
	$	$	$	$	$

Complete this line if this is a refinance loan.

Year Acquired	Original Cost	Amount Existing Liens	Purpose of Refinance	Describe Improvements ☐ made ☐ to be made
	$	$		Cost: $

Title will be held in what Name(s) | Manner in which Title will be held | Estate will be held in: ☐ Fee Simple ☐ Leasehold (show expiration date)

Source of Down Payment, Settlement Charges, and/or Subordinate Financing (explain)

III. BORROWER INFORMATION

Borrower	Co-Borrower
Borrower's Name (include Jr. or Sr. if applicable)	Co-Borrower's Name (include Jr. or Sr. if applicable)
Social Security Number / Home Phone (incl. area code) / DOB (mm/dd/yyyy) / Yrs. School	Social Security Number / Home Phone (incl. area code) / DOB (mm/dd/yyyy) / Yrs. School
☐ Married ☐ Unmarried (include single, divorced, widowed) ☐ Separated / Dependents (not listed by Co-Borrower) no. ages	☐ Married ☐ Unmarried (include single, divorced, widowed) ☐ Separated / Dependents (not listed by Borrower) no. ages
Present Address (street, city, state, ZIP) ☐ Own ☐ Rent _____ No. Yrs.	Present Address (street, city, state, ZIP) ☐ Own ☐ Rent _____ No. Yrs.
Mailing Address, if different from Present Address	Mailing Address, if different from Present Address

If residing at present address for less than two years, complete the following:

Former Address (street, city, state, ZIP) ☐ Own ☐ Rent _____ No. Yrs.	Former Address (street, city, state, ZIP) ☐ Own ☐ Rent _____ No. Yrs.

IV. EMPLOYMENT INFORMATION

Borrower	Co-Borrower
Name & Address of Employer ☐ Self Employed / Yrs. on this job / Yrs. employed in this line of work/profession	Name & Address of Employer ☐ Self Employed / Yrs. on this job / Yrs. employed in this line of work/profession
Position/Title/Type of Business / Business Phone (incl. area code)	Position/Title/Type of Business / Business Phone (incl. area code)

If employed in current position for less than two years or if currently employed in more than one position, complete the following:

Name & Address of Employer ☐ Self Employed / Dates (from - to) / Monthly Income $	Name & Address of Employer ☐ Self Employed / Dates (from - to) / Monthly Income $
Position/Title/Type of Business / Business Phone (incl. area code)	Position/Title/Type of Business / Business Phone (incl. area code)
Name & Address of Employer ☐ Self Employed / Dates (from - to) / Monthly Income $	Name & Address of Employer ☐ Self Employed / Dates (from - to) / Monthly Income $
Position/Title/Type of Business / Business Phone (incl. area code)	Position/Title/Type of Business / Business Phone (incl. area code)

V. MONTHLY INCOME AND COMBINED HOUSING EXPENSE INFORMATION

Gross Monthly Income	Borrower	Co-Borrower	Total	Combined Monthly Housing Expense	Present	Proposed
Base Empl. Income*	$	$	$	Rent	$	
Overtime				First Mortgage (P&I)		$
Bonuses				Other Financing (P&I)		
Commissions				Hazard Insurance		
Dividends/Interest				Real Estate Taxes		
Net Rental Income				Mortgage Insurance		
Other (before completing, see the notice in "describe other income," below)				Homeowner Assn. Dues		
				Other:		
Total	$	$	$	**Total**	$	$

*** Self Employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements.**

Describe Other Income **Notice: Alimony, child support, or separate maintenance income need not be revealed if the Borrower (B) or Co-Borrower (C) does not choose to have it considered for repaying this loan.**

B/C		Monthly Amount
		$

VI. ASSETS AND LIABILITIES

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

Completed ☐ Jointly ☐ Not Jointly

ASSETS Description	Cash or Market Value
Cash deposit toward purchase held by:	$
List checking and savings accounts below	
Name and address of Bank, S&L, or Credit Union Acct. no.	$
Name and address of Bank, S&L, or Credit Union Acct. no.	$
Name and address of Bank, S&L, or Credit Union Acct. no.	$
Name and address of Bank, S&L, or Credit Union Acct. no.	$
Name and address of Bank, S&L, or Credit Union Acct. no.	$
Stocks & Bonds (Company name/number & description)	$
Life insurance net cash value Face amount: $	$
Subtotal Liquid Assets	$
Real estate owned (enter market value from schedule of real estate owned)	$
Vested interest in retirement fund	$
Net worth of business(es) owned (attach financial statement)	$
Automobiles owned (make and year)	$
Other Assets (itemize)	$
Total Assets a.	$

Liabilities and Pledged Assets. List the creditor's name, address, and account number for all outstanding debts, including automobile loans, revolving charge accounts, real estate loans, alimony, child support, stock pledges, etc. Use continuation sheet, if necessary. Indicate by (*) those liabilities, which will be satisfied upon sale of real estate owned or upon refinancing of the subject property.

LIABILITIES	Monthly Payment & Months Left to Pay	Unpaid Balance
Name and address of Company Acct. no.	$ Payment/Months	$
Name and address of Company Acct. no.	$ Payment/Months	$
Name and address of Company Acct. no.	$ Payment/Months	$
Name and address of Company Acct. no.	$ Payment/Months	$
Name and address of Company Acct. no.	$ Payment/Months	$
Name and address of Company Acct. no.	$ Payment/Months	$
Name and address of Company Acct. no.	$ Payment/Months	$
Alimony/Child Support/Separate Maintenance Payments Owed to:	$	
Job-Related Expense (child care, union dues, etc.)	$	
Total Monthly Payments	$	
Net Worth (a minus b) ▶ $	**Total Liabilities b.**	$

VI. ASSETS AND LIABILITIES (cont'd)

Schedule of Real Estate Owned (If additional properties are owned, use continuation sheet.)

Property Address (enter S if sold, PS if pending sale or R if rental being held for income)		Type of Property	Present Market Value	Amount of Mortgages & Liens	Gross Rental Income	Mortgage Payments	Insurance, Maintenance, Taxes & Misc.	Net Rental Income
			$	$	$	$	$	$
		Totals	$	$	$	$	$	$

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):

Alternate Name	Creditor Name	Account Number

VII. DETAILS OF TRANSACTION

a. Purchase price	$
b. Alterations, improvements, repairs	
c. Land (if acquired separately)	
d. Refinance (incl. debts to be paid off)	
e. Estimated prepaid items	
f. Estimated closing costs	
g. PMI, MIP, Funding Fee	
h. Discount (if Borrower will pay)	
I. Total costs (add items a through h)	
j. Subordinate financing	
k. Borrower's closing costs paid by Seller	
l. Other Credits (explain)	
m. Loan amount (exclude PMI, MIP, Funding Fee financed)	
n. PMI, MIP, Funding Fee financed	
o. Loan amount (add m & n)	
p. Cash from/to Borrower (subtract j, k, l & o from l)	

VIII. DECLARATIONS

If you answer "Yes" to any questions a through l, please use continuation sheet for explanation.

	Borrower Yes	Borrower No	Co-Borrower Yes	Co-Borrower No
a. Are there any outstanding judgments against you?				
b. Have you been declared bankrupt within the past 7 years?				
c. Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years?				
d. Are you a party to a lawsuit?				
e. Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment? (This would include such loans as home mortgage loans, SBA loans, home improvement loans, educational loans, manufactured (mobile) home loans, any mortgage, financial obligation, bond, or loan guarantee. If "Yes," provide details, including date, name, and address of Lender, FHA or VA case number, if any, and reasons for the action.)				
f. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee? If "Yes," give details as described in the preceding question.				
g. Are you obligated to pay alimony, child support, or separate maintenance?				
h. Is any part of the down payment borrowed?				
i. Are you a co-maker or endorser on a note?				
j. Are you a U.S. citizen?				
k. Are you a permanent resident alien?				
l. Do you intend to occupy the property as your primary residence? If "Yes," complete question m below.				
m. Have you had an ownership interest in a property in the last three years?				
(1) What type of property did you own - - principal residence (PR), second home (SH), or investment property (IP)?				
(2) How did you hold title to the home - - solely by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?				

IX. ACKNOWLEDGEMENT AND AGREEMENT

Each of the undersigned specifically represents to Lender and to Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges that: (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et seq.; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described in this application; (3) the property will not be used for any illegal or prohibited purpose or use; (4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated in this application; (6) the Lender, its servicers, successors or assigns may retain the original and/or an electronic record of this application, whether or not the Loan is approved; (7) the Lender and its agents, brokers, insurers, servicers, successors, and assigns may continuously rely on the information contained in the application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (8) in the event that my payments on the Loan become delinquent, the Lender, its servicers, successors or assigns may, in addition to any other rights and remedies that it may have relating to such delinquency, report my name and account information to one or more consumer reporting agencies; (9) ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; (10) neither Lender nor its agents, brokers, insurers, servicers, successors or assigns has made any representation or warranty, express or implied, to me regarding the property or the condition or value of the property; and (11) my transmission of this application as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original written signature.

Acknowledgement. Each of the undersigned hereby acknowledges that any owner of the Loan, its servicers, successors and assigns, may verify or reverify any information contained in this application or obtain any information or data relating to the Loan, for any legitimate business purpose through any source, including a source named in this application or a consumer reporting agency.

Borrower's Signature	Date	Co-Borrower's Signature	Date
X		X	

Loan Originator's Signature		**Date**
X		
Loan Originator's Name (print or type)	**Loan Originator Identifier**	**Loan Originator's Phone Number (including area code)**
Loan Origination Company's Name	**Loan Origination Company Identifier**	**Loan Origination Company's Address**

CONTINUATION SHEET/RESIDENTIAL LOAN APPLICATION		
Use this continuation sheet if you need more space to complete the Residential Loan Application. Mark **B** for Borrower or **C** for Co-Borrower.	Borrower:	Agency Case Number:
	Co-Borrower:	Lender Case Number:

I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

Borrower's Signature:	Date	Co-Borrower's Signature:	Date
X		**X**	

5/5 and 10/1 Adjustable-Rate Mortgage Disclosure

The Bank OF ELK RIVER
NMLS #495076

This Disclosure describes the features of the Adjustable-Rate Mortgage ("ARM") Loan Plans currently offered by The Bank of Elk River ("Lender") in which you have expressed an interest. These loan programs have an adjustable-rate feature. This means that your interest rate and payment amount can change. These Plans may be discontinued or changed in whole or part at any time at the Lender's option. The terms for all loan plans are the same except where otherwise indicated.

YOUR INTEREST RATE

INITIAL INTEREST RATE
Your initial interest rate is based on market conditions and is not based on the index used to make later adjustments. Your initial rate may be discounted, equal to, or higher than the rate based on the index. Please ask us for the current initial interest rate.

INDEX
5/5 ARM – The index is THE MONTHLY AVERAGE YIELD FOR US TREASURY SECURITIES ADJUSTED TO A CONSTANT MATURITY OF FIVE YEARS (Treasury 5 Year Constant Maturity) posted as of the tenth of the month or the business day following the tenth.
10/1 ARM – The index is THE MONTHLY AVERAGE YIELD FOR US TREASURY SECURITIES ADJUSTED TO A CONSTANT MATURITY OF TEN YEARS (Treasury 10 Year Constant Maturity) posted as of the tenth of the month or the business day following the tenth.

Information about the indexes is available at **https://fred.stlouisfed.org/release/tables?rid=18&eid=291&od=**

DETERMINING YOUR INTEREST RATE
The date on which your interest rate can be adjusted is called the "Change Date". Beginning with the first Change Date, your interest rate will be based on an index plus a margin rounded to the nearest one-eighth of one percentage point (0.125%) unless your interest rate caps limit the amount of change in the interest rate.
The most recent Index figure available as of the date 70 days before each Change Date is the called the Current Index. If the Index is no longer available, the Lender will choose a new Index, which is based on comparable information.

5/5 ARM – The first Change Date will occur after remaining fixed for 60 months. Subsequent Change Dates will occur every 60 months thereafter.

10/1 ARM – The first Change Date will occur after remaining fixed for 120 months. Subsequent Change Dates will occur every 12 months thereafter.

Your interest rate cannot increase or decrease more than two percentage points (2.0%) at any subsequent Change Date. Your interest rate cannot increase more than six percentage points (6.0%) over the life of your loan and cannot decrease below 3.50%. Please ask us for the current margin and index rate.

YOUR PAYMENTS

Your payments will be determined by the interest rate, the loan balance, and the remaining loan term. Your payments will be payable monthly. Each time the interest rate changes your monthly payment can increase or decrease substantially based on the changes in the interest rate

5/5 ARM – Your monthly payment can adjust once every 60 months, after the initial 60 month fixed-rate period, based on changes in the interest rate.

10/1 ARM – Your monthly payment can adjust once every 12 months, after the initial 120 month fixed-rate period, based on changes in the interest rate.

You will pay the amount of your new monthly payment beginning on the first monthly payment date after the interest rate changes until the amount of your monthly payment changes again.

You will be notified in writing at least 210, but not more than 240, days before the first payment at the adjusted level is due after the initial interest rate adjustment of the loan. In addition, you will be notified at least 60, but not more than 120, days before the first payment at the adjusted level is due after any interest rate adjustment resulting in a corresponding payment change. These notices will contain information about your adjustment, including the interest rate, payment amount, and loan balance.

5/5 and 10/1 Adjustable-Rate Mortgage Disclosure

The Bank OF ELK RIVER
NMLS #495076

Examples
The below table uses an example of a $10,000 loan amount and a 30-year loan to determine the cost per $10,000:

Margin	Index	Initial Interest Rate	Initial Monthly Payment	Maximum Interest Rate	Maximum Monthly Payment	Loan Year in Which Maximum Payment May Be Reached
5/5 ARM – Primary Residence						
2.00%	4.31%	7.00%	$66.57	13.00%	$110.70	181st month (15 years, 1 month)
10/1 ARM – Primary Residence						
2.00%	4.17%	6.75%	$64.90	12.75%	$108.75	145th month (12 years, 1 month)
5/5 ARM – Secondary Residence						
2.70%	4.31%	7.75%	$71.68	13.75%	$116.60	181st month (15 years, 1 month)
10/1 ARM – Secondary Residence						
2.70%	4.17%	7.50%	$69.96	13.50%	$114.63	145th month (12 years, 1 month)

- The Bank's initial interest rate was considered in these examples.
- These are margins we have used recently; your margin may be different.
- The index values are as of October 2, 2023.
- The monthly payment may increase or decrease substantially based on changes in the annual interest rate.

To see what your payments would be, divide your mortgage amount by $10,000; then multiply the monthly payment by that amount (for example, the monthly payment for a mortgage amount of $60,000 would be: $60,000/$10,000 = 6; 6 x $66.57 = $399.42 per month)

ADDITIONAL FEATURES OF THESE ADJUSTABLE-RATE MORTGAGES

- Late Fee: If your payment is more than 10 days late you will be charged 5.000% of the Unpaid Portion of Payment due or $9.36, whichever is greater. However, this charge will not be greater than $999.98. This amount may then increase so as to always be the highest amount allowed by law under Minnesota Statute §47.59.
- Does not contain a demand feature.
- Does not include an interest-only feature.
- Does not include a prepayment penalty.
- Someone buying your home cannot assume the reminder of the mortgage on the original terms.

This disclosure does not constitute an offer to enter into an interest rate or discount point agreement. Such an offer may only be made pursuant to Minnesota Statues 47.206, subd. 3 and 4.

ACKNOWLEDGEMENT

You hereby acknowledge receipt of a copy of this Disclosure along with a copy of the Consumer Handbook on Adjustable-Rate Mortgages published by the Consumer Financial Protection Bureau.
You further acknowledge that you must qualify for the proposed loan, and that if you do not qualify your loan will not be approved to close.

CONSUMER HANDBOOK ON

Adjustable-Rate Mortgages

Find out how your payment can change over time

Consumer Financial Protection Bureau

An official publication of the U.S. government

How to use the booklet

When you and your mortgage lender discuss adjustable-rate mortgages (ARMs), you receive a copy of this booklet. When you apply for an ARM loan, you receive a Loan Estimate. You can request and receive multiple Loan Estimates from competing lenders to find your best deal.

You may want to have your Loan Estimate handy for any loan you are considering as you work through this booklet. We reference a sample Loan Estimate throughout the booklet to help you apply the information to your situation.

You can find more information about ARMs at cfpb.gov/about-arms. You'll also find other mortgage-related CFPB resources, facts, and tools to help you take control of the homebuying process.

About the CFPB

The Consumer Financial Protection Bureau regulates the offering and provision of consumer financial products and services under the federal consumer financial laws and educates and empowers consumers to make better informed financial decisions.

This booklet, titled Consumer Handbook on Adjustable Rate Mortgages, was created to comply with federal law pursuant to 12 U.S.C. 2604 and 12 CFR 1026.19(b)(1).

How can this booklet help you?

This booklet can help you decide whether an adjustable-rate mortgage (ARM) is the right choice for you and to help you take control of the homebuying process.

Your lender may have already provided you with a copy of Your Home Loan Toolkit. You can also download the Toolkit from the CFPB's Buying a House guide at cfpb.gov/buy-a-house/.

An ARM is a mortgage with an interest rate that changes, or "adjusts," throughout the loan.

With an ARM, the interest rate and monthly payment may start out low. However, both the rate and the payment can increase very quickly.

Consider an ARM only if you can afford increases in your monthly payment—even to the maximum amount.

After you finish this booklet:

- You'll understand how an ARM works and whether it's the right choice for you. (page 2)
- You'll know how to review important documents when you apply for an ARM. (page 6)
- You'll understand the risks that come with different types of ARMs. (page 18)

Is an ARM right for you?

ARMs come with the risk of higher payments in the future that you might not be able to predict. But in some situations, an ARM might make sense for you. If you are considering an ARM, be sure to understand the tradeoffs.

TIP

Don't count on being able to refinance before your interest rate and monthly payments increase. You might not qualify for refinancing if the value of your home goes down or if something unexpected damages your financial situation, like a job loss or medical costs.

COMPARE	FIXED-RATE MORTGAGE	ADJUSTABLE-RATE MORTGAGE
Consider this option if	▪ You prefer predictable payments, or ▪ You plan to keep your home for a long period of time	▪ You are confident you can afford increases in your monthly payment—even to the maximum amount, or ▪ You plan to sell your home within a short period of time
Interest rate	▪ Set when you take out the loan ▪ Stays the same for the entire loan term	▪ Based on an index that changes ▪ May start out lower than a fixed rate mortgage but you bear the risk of increases throughout your loan
Monthly payment	▪ Principal and interest payment stays the same over the life of your loan ▪ You know the total you will pay in principal and interest over the life of the loan	▪ Initial principal and interest payment amount remains in effect for a limited period ▪ You can't know in advance how much total interest you will pay because your interest rate changes ▪ If you can't afford the increased payments, you may lose your home to foreclosure

Learn about how ARMs work

As you decide whether to move ahead with an ARM, you should understand how they work and how your housing costs can be affected.

Interest rate = index + margin

The interest rate on an ARM has two parts: the index and the margin.

INDEX

An **index** is a measure of interest rates generally that reflects trends in the overall economy. Different lenders use different indexes for their ARM programs.

Common indexes include the U.S. prime rate and the Constant Maturity Treasury (CMT) rate. Talk with your lender to find out more about the index they use, which is also shown on your Loan Estimate.

MARGIN

The **margin** is an extra percentage that the lender adds to the index.

You can shop around to different lenders to find the lowest combination of the index plus the margin. Your Loan Estimate shows the index and the margin being offered to you.

Changes to initial rate and payment

The *initial* interest rate and *initial* principal and interest payment amount on an ARM remain in effect for a limited period.

So, when you see ARMs advertised as 5/1 or 5/6m ARMs:

- The first number tells you the length of time your initial interest rate lasts.
- The second number tells you how often the rate changes after that.

For example, during the first five years in a 5/6m ARM your rate stays the same. After that, the rate may adjust every six months (the 6m in the 5/6m example) until the loan is paid off. This period between rate changes is called the **adjustment period**. Adjustment periods can vary. Some last a month, a year, or like this example, six months.

For some ARMs, the initial rate and payment can be very different from the rates and payments later in the loan term. Even if the market for interest rates is stable, your rates and payments could change a lot.

Use your Loan Estimate to understand your ARM

When you apply for a mortgage, the lender gives you a document called a **Loan Estimate**. It describes important features of the loan the lender is offering you. This section illustrates the parts of a Loan Estimate that are specific features of ARM loans. An interactive, online version of a Loan Estimate sample is available at: cfpb.gov/arm-explainer/

Product

Save this Loan Estimate to compare with your Closing Disclosure.

Loan Estimate

DATE ISSUED	
APPLICANTS	
PROPERTY	
SALE PRICE	
LOAN TERM	30 years
PURPOSE	Purchase
PRODUCT	5/1 Adjustable Rate
LOAN TYPE	☒ Conventional ☐ FHA ☐ VA ☐ _____
LOAN ID #	123456789
RATE LOCK	☒ NO ☐ YES

Before closing, your interest rate, points, and lender credits can change unless you lock the interest rate. All other estimated closing costs expire on

Loan Terms

Loan Terms		Can this amount increase after closing?	
Loan Amount	$216,000	NO	
Interest Rate	3%	YES	· Adjusts **every year** starting in year 6 · Can go **as high as 8%** in year 8 · See **AIR Table on page 2** for details
Monthly Principal & Interest *See Projected Payments Below for Your Total Monthly Payment*	$910.66	YES	· Adjusts **every year** starting in year 6 · Can go **as high as $1,467** in year 8
		Does the loan have these features?	
Prepayment Penalty		NO	
Balloon Payment		NO	

Projected Payments

Projected Payments Payment Calculation	Years 1-5	Years 6	Years 7	Years 8-30
Principal & Interest	$910.66	$838 min $1,123 max	$838 min $1,350 max	$838 min $1,467 max
Mortgage Insurance	+ 99	+ 99	+ 99	+ --
Estimated Escrow *Amount can increase over time*	+ 341	+ 341	+ 341	+ 341
Estimated Total Monthly Payment	$1,290	$1,217 – $1,502	$1,217 – $1,729	$1,179 – $1,808

		This estimate includes	In escrow?
Estimated Taxes, Insurance & Assessments *Amount can increase over time*	$341 a month	☒ Property Taxes ☒ Homeowner's Insurance ☐ Other:	YES YES

See Section G on page 2 for escrowed property costs. You must pay for other property costs separately.

Costs at Closing		
Estimated Closing Costs	$X,XXX	Includes in Loan Costs + in Other Costs – in Lender Credits. *See details on page 2.*
Estimated Cash to Close	$XX,XXX	Includes Closing Costs. *See calculating Cash to Close on page 2 for details.*

Visit **www.consumerfinance.gov/learnmore** for general information and tools.

LOAN ESTIMATE PAGE 1 OF 3 • LOAN ID # 123456789

Adjustable Interest Rate (AIR) Table

Adjustable Interest Rate (AIR) Table	
Index + Margin	1 Year Cmt + 2.25%
Initial Interest Rate	3%
Minimum/Maximum Interest Rate	2.25% / 8%
Change Frequency	
First Change	Beginning of 61st month
Subsequent Changes	Every 12 months after first change
Limits on Interest Rate Changes	
First Change	2%
Subsequent Changes	2%

LOAN ESTIMATE PAGE 2 OF 3 • LOAN ID # 123456789

Loan terms

INTEREST RATE

The Loan Estimate shows the *initial* interest rate you pay at the beginning of your loan term. This row also shows how often your rate can change and how high it can go.

MONTHLY PRINCIPAL & INTEREST

The Loan Estimate shows the *initial* monthly principal and interest payment you'll make if you accept this loan. Your **principal** is the money that you originally agreed to pay back on your loan. **Interest** is a cost you pay to borrow the principal. The initial principal and interest payment amount for an ARM is set only for the initial period and may change after that.

THE TALK

You might hear, "An ARM makes sense because you can refinance the loan before your interest rate and monthly payment increase."

Ask yourself, a spouse, or a loved one:

"What if the market value of the home goes down?"

"What if our financial situation or our credit score gets damaged by something unexpected like a job loss or illness?"

"If we can't refinance at a better rate, can we afford the maximum interest rate and payment increase under this loan?"

Loan Terms		**Can this amount increase after closing?**	
Loan Amount	$216,000	**NO**	
Interest Rate	3%	**YES**	· Adjusts **every year** starting in year 6 · Can go **as high as 8%** in year 8 · See **AIR Table** for details
Monthly Principal & Interest *See Projected Payments Below for Your Total Monthly Payment*	$910.66	**YES**	· Adjusts **every year** starting in year 6 · Can go **as high as $1,467** in year 8
		Does the loan have these features?	
Prepayment Penalty		**NO**	
Balloon Payment		**NO**	

Example of "Loan terms" section. Find this on page 1 of your own Loan Estimate

Projected Payments

Payment Calculation	Years 1-5	Years 6	Years 7	Years 8-30
Principal & Interest	$910.66	$838 min $1,123 max	$838 min $1,350 max	$838 min $1,467 max
Mortgage Insurance	+ 99	+ 99	+ 99	+ ––
Estimated Escrow *Amount can increase over time*	+ 341	+ 341	+ 341	+ 341
Estimated Total Monthly Payment	$1,290	$1,217 – $1,502	$1,217 – $1,729	$1,179 – $1,808

		This estimate includes	In escrow?
Estimated Taxes, Insurance & Assessments *Amount can increase over time*	$341 a month	☒ Property Taxes	YES
		☒ Homeowner's Insurance	YES
		☐ Other:	
		See Section G on page 2 for escrowed property costs. You must pay for other property costs separately.	

Example of "Projected payments" section. Find this on page 1 of your own Loan Estimate

Projected payments

PRINCIPAL & INTEREST

The monthly principal and interest payment on your ARM is likely to change after the initial period. Review this section to see how your payment can change based on your loan's interest rate.

ESTIMATED TOTAL MONTHLY PAYMENT

Review this row to see the total minimum and maximum monthly payments. The payments include mortgage insurance, property taxes, homeowners insurance, and any additional property assessments or other escrow items. Learn more about these mortgage terms at cfpb.gov/mortgage-terms/

Keep in mind that other parts of your monthly and annual housing costs can change, such as your property taxes and homeowners insurance payments.

THE TALK

Talk over how your financial life could be affected if your ARM monthly payment increases. In future years, you might face money decisions like:

- Job changes
- School or other education expenses
- Medical needs and expenses

Because ARM adjustments are unpredictable, you might have less or more financial flexibility for other parts of your life.

Adjustable Interest Rate (AIR) table

You should read and understand the AIR table calculations before committing to an ARM. It's important to know how your interest rate changes over the life of your loan.

INDEX + MARGIN

Your lender is required to show you how your interest rate is calculated, which is determined by the index and margin on your loan. See page 2 of this booklet for more about index and margin.

INITIAL INTEREST RATE

This is the interest rate at the beginning of your loan. The initial interest rate changes to the index plus the margin at your first adjustment (subject to the limits on interest rate changes). Your loan servicer tells you your new payment amount seven to eight months in advance, so you can budget for it or shop for a new loan.

MINIMUM/MAXIMUM INTEREST RATE

This shows how low or high your interest rate could be over the life of your loan. Generally, an ARM's interest rate is never lower than the margin.

CHANGE FREQUENCY

This indicates when the interest rate on your loan will change. Your loan servicer sends you advance notices of changes.

LIMITS ON INTEREST RATE CHANGES

This shows the highest amount your interest rate can increase when there is a change.

Adjustable Interest Rate (AIR) Table	
Index + Margin	1 Year Cmt + 2.5%
Initial Interest Rate	3%
Minimum/Maximum Interest Rate	2.5% / 8%
Change Frequency	
First Change	Beginning of 61st month
Subsequent Changes	Every 12 months after first change
Limits on Interest Rate Changes	
First Change	2%
Subsequent Changes	2%

Example of "AIR table" section. Find this on page 2 of your own Loan Estimate

"TEASER" RATES

Some lenders offer a "teaser," "start," or "discounted" rate that is lower than their fully indexed rate. When the teaser rate ends, your loan takes on the fully indexed rate. Don't assume that a loan with a teaser rate is a good one for you. Not everyone's budget can accommodate a higher payment.

Consider this example:

- A lender's fully indexed rate is 4.5% (the index is 2% and the margin is 2.5%).
- The loan also features a "teaser" rate of 3%.
- Even if the index doesn't change, your interest rate still increases from 3% to 4.5% when your teaser rate expires.

COMPARE YOUR ARM OFFERS

Shop for at least three loan offers, and fill in the blanks below using the information on your Loan Estimates:

	ARM OFFER 1	ARM OFFER 2	FIXED-RATE OFFER
Lender name			
Loan amount	$	$	$
Initial interest rate	%	%	%
Initial principal and interest payment	$	$	$
Index			
Margin			
How long will the initial interest rate and initial payment apply?			
How high can my interest rate go?	%	%	%
How high can my principal and interest payment go?	$	$	$

My best loan offer is: _____

THE TALK

You are in control of whether or not to proceed with an ARM. If you prefer to proceed with a fixed-rate mortgage, here is one way to start the conversation with a lender:

"A fixed-rate mortgage seems to be a better fit for me. Let's talk about what you can offer and how it compares to other loans I may be able to get."

Review your lender's ARM program disclosure

Your lender gives you an ARM program disclosure when they give you an application. This is the lender's opportunity to tell you about their different ARM loans and how the loans work. The index and margin can differ from one lender to another, so it is helpful to compare offers from different lenders.

Generally, the index your lender uses won't change after you get your loan, but your loan contract may allow the lender to switch to a different index in some situations.

GATHER FACTS

Review your program disclosure and ask your lender questions to understand their ARM loan offerings:

- ☐ How are the interest rate and payment determined?
- ☐ Does this loan have interest-rate caps (that is, limits on interest rate changes)?
- ☐ How often do the interest rate and payment adjust?
- ☐ What index is used and where is it published?
- ☐ Is the initial interest rate lower than the fully indexed rate? (see "Teaser rates," on page 12)
- ☐ What type of information is provided in notices of adjustment and when do I receive them?

Ask about other options offered by your lender

Conversion option

Your loan agreement may include a clause that lets you convert the ARM to a fixed-rate mortgage in the future.

When you convert, the new rate is generally set using a formula given in your loan documents. That fixed rate may be higher or lower than interest rates available to you in the market at that time. Also your lender may charge you a conversion fee. Ask your lender whether the loan you are being offered has a conversion feature and how it works.

Special features

You can shop around to understand what special ARM features may be available from different lenders.

Not all programs are the same. Talk with your lender to find out if there's anything special about their ARM programs that you may find valuable.

Check your ARM for features that could pose risks

Some types of ARMs have features that can reduce your payments in the short term but may include fees or the risk of higher payments later. Review your loan terms and make sure that you understand the fees and how your rate and payment may change. **Lower payments at the beginning could mean higher fees or much higher payments later.**

Paying points to reduce your initial interest rate

Lenders can offer you a lower rate in exchange for paying loan fees at closing, or points.

With an ARM, paying points often reduces your interest rate only until the end of the initial period—the reduction most likely does not apply over the life of your loan.

If you are using an ARM to refinance a loan, points are often rolled into your new loan amount. You might not realize you are paying points unless you look carefully. Points are disclosed on the top of Page 2 of your Loan Estimate.

Lenders may give you the option to pay points, but you never have to take that option. To figure out if you have a good deal, compare your cost in points with the amount that you will save with a lower interest rate.

Loan Costs	
A. Origination Charges	**$3,160**
1% of Loan Amount (Points)	$2,160
Application Fee	$500
Processing Fee	$500

Example of "Loan costs" section. Find this on page 2 of your own Loan Estimate

THE TALK

If your Loan Estimate shows points, ask your lender:

- "What is my interest rate if I choose not to pay points?"
- "How much money do I pay in points? And, compared to the total reduction in my payments during the initial period, am I coming out ahead?"
- "Can I see a revised Loan Estimate with the points removed and the interest rate adjusted?"

Interest-only ARMs

With an interest-only ARM payment plan, you pay only the interest for a specified number of years. During this interest-only period, you have smaller monthly payments, but you are not paying anything toward your mortgage loan balance.

When the interest-only period ends, your monthly payment increases—even if interest rates stay the same—because you must start paying back the principal plus the interest each month. Your monthly payments can increase a lot. The longer the interest-only period, the more your monthly payments increase after the interest-only period ends.

Payment option ARMs

Payment option ARMs were common before 2008 when the housing crisis began, and some lenders might still offer them.

A payment option ARM means the borrower can choose from different payment options, such as:

- A traditional principal and interest payment
- An interest-only payment (see above)
- A minimum payment, which could result in negative amortization

Negative amortization happens when you are not paying enough to cover all of the interest due. Your loan balance goes up instead of down.

GATHER FACTS

Learn more information about payment option ARMs and negative amortization at:

- cfpb.gov/payment-option-arm/
- cfpb.gov/negative-amortization/

WELL DONE!

Choosing the right home loan is just as important as choosing the right home. By equipping yourself with knowledge about ARMs, you can decide whether or not this type of loan is the right choice for you.

Consumer Handbook on Adjustable-Rate Mortgages

ASK YOUR LENDER

- How high can my payment go?
- How high can my interest rate go?
- How long is my initial principal and interest payment guaranteed?

ASK YOURSELF

- Have I shopped around to compare ARMs and fixed-rate loans?
- If an ARM has a lower initial interest rate than a fixed-rate mortgage, is paying less money now worth the risk of an increase later?
- Can I afford the highest payment possible with the ARM if I can't sell the home, or refinance into a lower rate, before the increase?

ONLINE TOOLS

CFPB website
cfpb.gov

Answers to common questions
cfpb.gov/askcfpb

Tools and resources for home buyers
cfpb.gov/owning-a-home

Talk to a housing counselor
cfpb.gov/find-a-housing-counselor

Submit a complaint
cfpb.gov/complaint

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