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5 YEAR FLEXLINE - INTEREST ONLY - HOME EQUITY LINE OF CREDIT

STARION BANK
Mandan Branch
109 1ST ST NW
MANDAN, ND 58554

IMPORTANT TERMS OF OUR 5 YEAR FLEXLINE - INTEREST ONLY - HOME EQUITY LINE OF CREDIT

This disclosure contains important information about our ND HOME EQUITY LINE OF CREDIT - 5 YEARS (the "Plan" or the "Credit Line"). You should read it carefully and keep a copy for your records.

AVAILABILITY OF TERMS. All of the terms of the Plan described herein are subject to change. If any of these terms change (other than the ANNUAL PERCENTAGE RATE) and you decide, as a result, not to enter into an agreement with us, you are entitled to a refund of any fees that you paid to us or anyone else in connection with your application.

SECURITY INTEREST. We will take a security interest in your home. You could lose your home if you do not meet the obligations in your agreement with us.

POSSIBLE ACTIONS. Under this Plan, we have the following rights:

Termination and Acceleration. We can terminate the Plan and require you to pay us the entire outstanding balance in one payment, and charge you certain fees, if any of the following happens:

- (a) You commit fraud or make a material misrepresentation at any time in connection with the Plan. This can include, for example, a false statement about your income, assets, liabilities, or any other aspect of your financial condition.
- (b) You do not meet the repayment terms of the Plan.
- (c) Your action or inaction adversely affects the collateral for the Plan or our rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a senior lien on the dwelling without our permission, foreclosure by the holder of another lien or the use of funds or the dwelling for prohibited purposes.

Suspension or Reduction. In addition to any other rights we may have, we can suspend additional extensions of credit or reduce your credit limit during any period in which any of the following are in effect:

- (a) The value of your dwelling declines significantly below the dwelling's appraised value for purposes of the Plan. This includes, for example, a decline such that the initial difference between the credit limit and the available equity is reduced by fifty percent and may include a smaller decline depending on the individual circumstances.
- (b) We reasonably believe that you will be unable to fulfill your payment obligations under the Plan due to a material change in your financial circumstances.
- (c) You are in default under any material obligation of the Plan. We consider all of your obligations to be material. Categories of material obligations include, but are not limited to, the events described above under Termination and Acceleration, obligations to pay fees and charges, obligations and limitations on the receipt of credit advances, obligations concerning maintenance or use of the dwelling or proceeds, obligations to pay and perform the terms of any other deed of trust, mortgage or lease of the dwelling, obligations to notify us and to provide documents or information to us (such as updated financial information), obligations to comply with applicable laws (such as zoning restrictions).
- (d) We are precluded by government action from imposing the annual percentage rate provided for under the Plan.
- (e) The priority of our security interest is adversely affected by government action to the extent that the value of the security interest is less than 120 percent of the credit limit.
- (f) We have been notified by governmental authority that continued advances may constitute an unsafe and unsound business practice.
- (g) The maximum annual percentage rate under the Plan is reached.

Change in Terms. We may make changes to the terms of the Plan if you agree to the change in writing at that time, if the change will unequivocally benefit you throughout the remainder of the Plan, or if the change is insignificant (such as changes relating to our data processing systems).

Fees and Charges. In order to open and maintain an account, you must pay certain fees and charges.

Lender Fees. The following fees must be paid to us:

Description	Amount	When Charged
APPLICATION FEE:	125.00	At Account Opening
CONVERSION FEE:	100.00	Upon Each Occurrence
IN HOUSE EVALUATION FEE:	150.00	At Account Opening

Late Charge. Your payment will be late if it is not received by us within **10 days after the "Payment Due Date" shown on your periodic statement.** If your payment is late we may charge you \$25.00.

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Third Party Fees. You must pay certain fees to third parties such as appraisers, credit reporting firms, and government agencies.

These third party fees generally total between \$213.80 and \$1,172.60. We estimate the breakdown of these as follows:

Description	Amount	When Charged
CREDIT REPORTING FEE:	8.80 to 17.60	At Account Opening
MORTGAGE RECORDING FEE:	65.00	At Account Opening
TITLE CHARGES (TITLE INS, O&E):	50.00 to 400.00	At Account Opening
APPRAISAL FEE:	350.00 to 600.00	At Account Opening
FLOOD FEE:	12.00	At Account Opening
TAX SERVICE FEE:	73.00	At Account Opening
E-RECORDING FEE:	5.00	At Account Opening

PROPERTY INSURANCE. You must carry insurance on the property that secures the Plan.

MINIMUM PAYMENT REQUIREMENTS. You can obtain advances of credit during the following period: THIS AGREEMENT BEGINS ON THE AGREEMENT DATE AND CONTINUES UNTIL THE MATURITY DATE. I MAY REQUEST ADVANCES FOR 5 YEARS (DRAW PERIOD) BEGINNING ON THE AGREEMENT DATE. YOUR MINIMUM PAYMENTS MAY NOT BE SUFFICIENT TO FULLY REPAY THE PRINCIPAL THAT IS OUTSTANDING ON YOUR LINE. IF THEY ARE NOT, YOU WILL BE REQUIRED TO PAY THE ENTIRE OUTSTANDING BALANCE IN A SINGLE PAYMENT. (the "Draw Period"). Your Regular Payment will equal the amount of your accrued FINANCE CHARGES. You will make 59 of these payments. You will then be required to pay the entire balance owing in a single balloon payment. If you make only the minimum payments, you may not repay any of the principal balance by the end of this payment stream. Your payments will be due monthly. Your "Minimum Payment" will be the Regular Payment, plus any amount past due and all other charges. An increase in the ANNUAL PERCENTAGE RATE may increase the amount of your Regular Payment.

MINIMUM PAYMENT EXAMPLE. If you made only the minimum payment and took no other credit advances, it would take 5 years to pay off a credit advance of \$10,000.00 at an ANNUAL PERCENTAGE RATE of 3.500%. During that period, you would make 59 monthly payments ranging from \$26.85 to \$29.73 and one final payment of \$10,029.73.

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

Credit Line LINE OF CREDIT CHECK (HELOC CHECK), Telephone Request, In Person Request and VIA THE INTERNET Limitations. The following transaction limitations will apply to your Credit Line and the writing of LINE OF CREDIT CHECK (HELOC CHECK)s, requesting an advance by telephone, requesting an advance in person and accessing by other methods.

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

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

VARIABLE RATE FEATURE. The Plan has a variable rate feature. The ANNUAL PERCENTAGE RATE (corresponding to the periodic rate), and the minimum payment amount can change as a result. The ANNUAL PERCENTAGE RATE does not include costs other than interest.

THE INDEX. The annual percentage rate is based on the value of an index (referred to in this disclosure as the "Index"). The Index is the THE BASE RATE ON CORPORATE LOANS POSTED BY AT LEAST 70% OF THE 10 LARGEST U.S. BANKS KNOWN AS THE WALL STREET JOURNAL U.S. PRIME RATE. Information about the Index is available or published IN THE WALL STREET JOURNAL. We will use the most recent Index value available to us as of the date of any annual percentage rate adjustment. If the Index is no longer available, we will choose a new Index and margin. The new Index will have an historical movement substantially similar to the original Index, and the new Index and margin will result in an annual percentage rate that is substantially similar to the rate in effect at the time the original Index becomes unavailable.

ANNUAL PERCENTAGE RATE. To determine the Periodic Rate that will apply to your account, we add a margin to the value of the Index, then divide the value by 365 days. To obtain the ANNUAL PERCENTAGE RATE we multiply the Periodic Rate by 365 days. This result is the ANNUAL PERCENTAGE RATE. A change in the Index rate generally will result in a change in the ANNUAL PERCENTAGE RATE. The amount that your ANNUAL PERCENTAGE RATE may change also may be affected by the lifetime annual percentage rate limits, as discussed below.

Please ask us for the current Index value, margin and annual percentage rate. After you open a credit line, rate information will be provided on periodic statements that we send you.

Conversion Option. The Plan contains an option to convert the annual percentage rate under the Plan from a variable rate with annual percentage rate limits to a fixed rate as determined below. The following information is representative of conversion option features recently offered by us:

ANNUAL PERCENTAGE RATE Increase. Your ANNUAL PERCENTAGE RATE may increase if you exercise this option to convert to a fixed rate.

Conversion Periods. You can exercise the option to convert to a fixed rate only during the following period or periods: AT ANY TIME DURING THE LIFE OF THE PLAN, WITH OUR WRITTEN CONSENT. THERE ARE NO RESTRICTIONS ON THE NUMBER OF TIMES YOU MAY EXERCISE THE CONVERSION OPTION DURING THE TERM OF THE PLAN.

Conversion Fees. You will be required to pay the following fees at the time of conversion to a fixed rate: YOU WILL BE ASSESSED A CONVERSION FEE OF \$100.00 EACH TIME YOU EXERCISE THE CONVERSION OPTION.

Rate Determination. The fixed rate will be determined as follows: THE FIXED RATE APPLICABLE TO THE LOCK WILL BE DETERMINED AT THE TIME YOU EXERCISE THE CONVERSION OPTION.

Conversion Rules. You can convert to a fixed rate only during the period or periods described above. In addition, the following rules apply to the conversion option for the Plan: ALL OR ANY PORTION OF THE OUTSTANDING LOAN ACCOUNT BALANCE MAY BE CONVERTED. YOU WILL BE REQUIRED TO SIGN A SEPARATE TRUTH IN LENDING DISCLOSURE FOR EACH LOCK WHEN YOU EXERCISE THE CONVERSION OPTION. THE BALANCE OF THE LOCK WILL BE PAID OVER THE TERM AS AGREED UPON AT THE TIME OF THE LOCK, BUT NO LATER THAN THE PLAN'S FINAL MATURITY DATE. AT THE TIME THE LOCK IS ESTABLISHED, WE WILL PROVIDE THE MONTHLY PAYMENT, INTEREST RATE AND AMORTIZATION PERIOD THAT IS REQUIRED TO PAYOFF THE LOCKED OUTSTANDING BALANCE. AT NO TIME WILL THE AVAILABLE REVOLVING BALANCE EXCEED THE APPROVED AMOUNT. WHEN PRINCIPAL REDUCTIONS ARE MADE TO CONVERTED LOAN BALANCES, THOSE AMOUNTS BECOME AVAILABLE IN THE REVOLVING LINE.

FREQUENCY OF ANNUAL PERCENTAGE RATE ADJUSTMENTS. Your ANNUAL PERCENTAGE RATE can change DAILY. There is no limit on the amount by which the annual percentage rate can change during any one year period. However, under no circumstances will your ANNUAL PERCENTAGE RATE exceed 18.000% per annum or, go below 3.500% per annum at any time during the term of the Plan.

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(Continued)**

MAXIMUM RATE AND PAYMENT EXAMPLE. If you had an outstanding balance of \$10,000.00, the minimum payment at the maximum ANNUAL PERCENTAGE RATE of 18.000% would be \$152.88. This ANNUAL PERCENTAGE RATE could be reached at the time of the 1st payment.

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

HISTORICAL EXAMPLE. The example below shows how the ANNUAL PERCENTAGE RATE and the minimum payments for a single \$10,000.00 credit advance would have changed based on changes in the Index from 2006 to 2020. The Index values are from the following reference period: FIRST BUSINESS DAY OF APRIL. While only one payment per year is shown, payments may have varied during each year. Different outstanding principal balances could result in different payment amounts.

The table assumes that no additional credit advances were taken, that only the minimum payments were made, and that the rate remained constant during the year. It does not necessarily indicate how the Index or your payments would change in the future.

INDEX TABLE

Year (FIRST BUSINESS DAY OF APRIL)	Index (Percent)	Margin (1) (Percent)	ANNUAL PERCENTAGE RATE	Monthly Payment (Dollars)
2006.....	7.750.....	0.250	8.000	67.95
2007.....	8.250.....	0.250	8.500	72.19
2008.....	5.250.....	0.250	5.500	46.71
2009.....	3.250.....	0.250	3.500	29.73
2010.....	3.250.....	0.250	3.500	29.73
2011.....	3.250.....	0.250	3.500	
2012.....	3.250.....	0.250	3.500	
2013.....	3.250.....	0.250	3.500	
2014.....	3.250.....	0.250	3.500	
2015.....	3.250.....	0.250	3.500	
2016.....	3.500.....	0.250	3.750	
2017.....	4.000.....	0.250	4.250	
2018.....	4.750.....	0.250	5.000	
2019.....	5.500.....	0.250	5.750	
2020.....	3.250.....	0.250	3.500	

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

BORROWER ACKNOWLEDGMENT

The Borrower, after having read the contents of the above disclosure, acknowledges receipt of this Disclosure Statement and further acknowledges that this Disclosure was completed in full prior to its receipt. The Borrower also acknowledges receipt of the handbook entitled "What you should know about Home Equity Lines of Credit".

BORROWER:

X _____
Borrower Date

X _____
Borrower Date