## ARM DISCLOSURE STATEMENT

Busey Bank 100 W. University Ave Champaign, IL 61820

PROGRAM NAME: Portfolio Relationship Jumbo Construction/ Perm Loan 10/1 ARM 3.00 Margin

## IMPORTANT LOAN INFORMATION - PLEASE READ CAREFULLY

This disclosure does not represent a commitment by Busey Bank to make a loan to you. The specific terms of your prospective loan will be contained in your Note, Security Instrument and Federal Disclosures. Please read them carefully before you sign them.

ADJUSTABLE-RATE MORTGAGE MEANS YOUR PAYMENT MAY CHANGE IN THE FUTURE. You are applying for an Adjustable-Rate Mortgage (ARM) loan. This means that your interest rate and monthly payments may change during the life of your loan. Your monthly payments will increase if the interest rate rises and decrease if it falls. The date or dates on which changes can occur (referred to in this disclosure as "Change Date") will be specified in the ARM loan documents. This ARM is based on the terms and conditions set forth in this disclosure and in the loan documents. We have based this disclosure on recent interest rates, index and margin values, discounts, and fees. Ask us for our current interest rate and margin.

An ARM is different from a fixed-rate mortgage loan. For a fixed-rate loan, the monthly payments of principal and interest do not change during the life of the loan. You should consider carefully which type of loan is best for you.

**HOW YOUR INTEREST RATE IS DETERMINED**. Your interest rate will be determined by means of an index that may change from time to time.

**The Index**: The interest rate change on this ARM will be based on an interest rate index (referred to in this disclosure as the "Index.") The Index Type used with your loan is **UST1YW** and the current Index is **5.360**.

Information about the Index value is published by the Federal Reserve Bank of New York for the 30-day average SOFR Index ("SOFR\_30DayAvg"), or the Federal Reserve Statistical Release H-15 for the 1-Year Constant Maturity Daily Treasury Index ("UST1YW").

**Interest Rate**: Your interest rate is based on the Index value plus a margin, rounded to the nearest **0.125** percent. A change in the Index generally will result in a change in the interest rate. The amount that your interest rate may change also may be affected by the periodic interest rate change limitations and the lifetime interest rate limits, as discussed below.

**Initial Interest Rate Discount**: Your initial interest rate will be discounted and will not be based on the Index used to make later adjustments. You should note, however, that because your initial interest rate will be discounted, your interest rate may increase on the first Change Date even if the Index remains the same or decreases. Ask us for the current interest rate discount.

## **HOW YOUR INTEREST RATE CAN CHANGE**

Interest Rate Adjustments and Limitations: Your interest rate under this ARM can change after 120 month(s) and every 12 months thereafter. Your interest rate cannot increase or decrease more than 5.000 percentage points at first adjustment. After the first initial adjustment period, your interest rate will not increase or decrease by more than 2.000 percentage points at each subsequent adjustment (excluding any buy down). Your interest rate will never be greater than 5.000 percentage points above the initial interest rate or lower than 3.000%, (excluding any buydown) over the life of the loan.

**HOW YOUR PAYMENTS ARE DETERMINED.** Your monthly payment of principal and interest will be determined based on the interest rate, loan balance and remaining loan term. Your payment will be set to amortize the loan over a period of **360** payments.

**Frequency of Payment Changes**: Based on increases or decreases in the Index, payment amounts under this ARM loan can change after **120** month(s) and every **12** months thereafter. However, your monthly payment amount could change more frequently if there is a change in the taxes, assessments, insurance premiums, or other charges required to be made into an escrow or impound account.

**Adjustment Notices**: You will be notified at least 210, but no more than 240, days before the first payment at the adjusted level is due after the initial interest rate adjustment of the loan. This notice will contain information about the adjustment, including the interest rate, payment amount and loan balance.

You will be notified at least 60, but no 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. This notice will contain information about the adjustment, including the interest rate, payment amount, and loan balance.

**HOW YOUR PAYMENT CAN CHANGE.** Your payment can change every **12** month(s) based on changes in the loan term, interest rate, or loan balance. For example, on a \$10,000 loan with a **360**- month term and an initial rate of **6.375** (based on a margin of **3.000** plus an Index of **5.360** minus any applicable discount rounded to the nearest **0.125**%), the maximum amount that the interest rate can rise under this ARM program is **5.000** percentage points above the initial interest rate and the payment can rise from a first-year payment of **\$62.39** to a maximum of **\$89.39** in the **12th** year.

To see what your payment would be, divide your mortgage amount by \$10,000, then multiply the monthly payment by that amount. For example, the monthly payment for a new loan amount of \$60,000 would be \$60,000 divided by \$10,000 = 6. Multiply the payment amount by this number, For example. 6 x \$62.39 = \$374.34.

**PREPAYMENT**. You may pay this ARM loan in whole or part without penalty at any time. If you are paying more than your regularly scheduled payment, you must notify us as to how you want the funds applied.

**DEMAND FEATURE**. This loan **does not** include a demand feature.

**DISCLOSURES FOR OTHER ARM PROGRAMS** are available on request.