

## HOME EQUITY LINE OF CREDIT

## Dear Member,

Attached are the application, disclosures, and a list of required documents. Please read everything carefully, fill out the application completely, and send all required documentation. A lack of required documents or incomplete application could delay the application process.

You will cover the cost of the appraisal which will need to be paid after all required early disclosures have been sent to you. An application deposit of five hundred dollars is paid by you after all early disclosures have been received by you, this will be reimbursed if the Home Equity Lines closes and funds. The deposit is not refundable if any of the following apply: you withdraw the application, the appraised value of the property is too low to support the loan, or you do not draw at least twenty-five (\$25,000) thousand dollars at the initial funding of the Line of Credit.

## How our program works:

- 20 to 25 year term. Five (5) year Draw term and fifteen (15) year payback term. Draw term may be extended to Ten (10) years as long as the loan is in good standing as agreed in the terms of the Promissory Note (no late payments, bounced checks, delinquent homeowner dues, delinquent property taxes, etc.)
- Minimum loan amount of \$25,000 and maximum loan amount of \$250,000
- Adjustable rate tied to Prime. Rate adjusts monthly on the 1<sup>st</sup> of every month if Prime adjusts
- We have a required minimum initial draw amount of \$25,000.
- A closing cost recapture fee of \$1000 will be charged if loan is closed or reduced to less than \$10,000 within the first twelve(12) months
- Loan is serviced through our credit card program during the Draw term. Bills & statements will come in the form of a credit card bill
- Funds can be accessed by using credit card, Statement Checks, or by providing a written request to the Lending Services Department to have a check cut or have funds deposited directly into an ActorsFCU account

If you have any questions please feel free to contact me at 212-869-8926, ext. 314.

Sincerely,

Samuella Seisay

Director of Lending: AFCU

## Actors Federal Credit Union Home Equity Revolving Line of Credit Guidelines

- Minimum credit line is \$25,000
- o Maximum credit line is \$250,000
- o Maximum term of loan is 20-25\* years with a 5 or 10 year draw and 15 year payback.
- Secured by owner occupied, 1-4 family residential real estate:

70% LTV houses 70% LTV condos 70% LTV co-ops

- O Variable rate, adjustable monthly: Index used is Prime
- Overall rate cap of 18%
- o Home Equity Loans not available for properties on the market for sale or any other type of bridge loans
- No closing costs, no points, no annual fee; excluding mortgage tax, title insurance fees (if required), recording fees, and any fee in conjunction with a previous loan
- There will be fee of \$500 if you do not draw at least twenty-five thousand (25,000.00) dollars at the initial funding of the line
  of credit
- o There will be a closing cost recapture fee of \$1,000 if member pays off HELOC earlier than twelve months
- Late Payment fees: Up to \$25 based on balance
- All Home Equity loans that are granted for \$100,000 or more will require title insurance. The member will be required to pay for this insurance.
- O Authority for this loan product is based on the following:

Regulation Z Home Equity Consumer Protection Act NCUA regs section 701.21 (a) (1) Applicable state regulations not exempted by NCUA regs

- o Credit Lines may be re-investigated utilizing credit monitoring at least every three years
- Prudent underwriting procedures based on the three "Cs" of credit: Credit, Capability, and Collateral will prevail in all lending decisions

<sup>\*</sup> Draw term may be extended to Ten (10) years as long as the loan is in good standing as agreed in the terms of the Promissory Note (no late payments, bounced checks, delinquent homeowner dues, delinquent property taxes, etc.)



Dear Member(s)

Thank you for your interest in a Home Equity Loan with Actors Federal Credit Union. This application package is designed to insure that your loan request will be handled as expeditiously as possible.

In order to respond to your request in a timely fashion, please complete the application and **the following documentation must be provided:** 

- 1. A copy of the deed or copy of stock certificate for Coops.
- 2. Two consecutive most recent pay stubs on all borrowers.
- 3. Previous two years W-2's for all borrowers.
- 4. Previous two years of SIGNED Federal Tax Returns with all schedules
- 5. A copy of your tax bill or maintenance bill for Coops
- 6. A copy of your most recent mortgage statement.
- 7. If property is part of a Trust, copy of Trust agreement.

Thank you again for choosing your Credit Union for your home financing needs. Please return the completed application along with the items listed above to us:

Actors Federal Credit Union Attn: Lending Services Department 165 West 46<sup>th</sup> Street, Suite 418 New York, NY 10036

If you have any questions regarding our Home Equity Loan Program, please feel free to call at (212) 869-8926, option 4

Sincerely,

Samuella Seisay

Director of Lending: AFCU

# HOME EQUITY EARLY DISCLOSURE IMPORTANT TERMS OF OUR HOME EQUITY LINE OF CREDIT PLAN

This disclosure contains important information about Actors Federal Credit Union Home Equity Line of Credit. You should read it carefully and keep a copy for your records.

**AVAILABILITY OF TERMS:** All of the terms described below are subject to change, If 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 pay 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:** We can terminate your line, require you to pay us the entire outstanding balance in one payment, and charge you certain fees, if (1) you engage in fraud or material misrepresentation in connection with the plan; (2) you do not meet the repayment terms of this plan, or (3) your action or inaction adversely affects the collateral or our rights in the collateral.

We can refuse to make additional extensions of credit or reduce your credit limit if (1) any reasons mentioned above exist; (2) the value of the dwelling securing the line declines significantly below its appraised value for purposes of the line; (3) we reasonably believe that you will not be able to meet the repayment requirements due to a material change in your financial circumstances; (4) you are in default of a material obligation of the agreement; (5) government action prevents us from imposing the annual percentage rate provided for in the agreement; (6) 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 line; (7) a regulatory agency has notified us that continued advances would constitute an unsafe and unsound business practice, or (8) the maximum annual percentage rate is reached.

MINIMUM PAYMENT REQUIREMENTS: You can obtain credit advances for 5 years. This period is called the "draw period". At our option, we may renew or extend the draw period. After the draw period ends the repayment period will begin. The length of the repayment period will depend on the balance at the time of the last advance you obtain before the draw period ends. You will be required to make monthly payments during both the draw and repayment periods. At the time you obtain a credit advance a payoff period of 240 monthly payments will be used to calculate your payment.

The payoff will always be the shorter of the payoff period for your outstanding balance or the time remaining to the maturity date. Your payment will be set to repay the balance after the advance, at the current annual percentage rate, within the payoff period. Your payment will be rounded up to the nearest dollar. Your payment will change if the annual percentage rate increases or decreases. Each time the annual percentage rate changes, we will adjust your payment to repay the balance within the original payoff period. Your payment will include any amounts past due and any amount by which you

have exceeded your credit limit, and all other charges. Your payment will never be less than \$100.00, or the full amount that you owe.

**FEES AND CHARGES:** You must pay certain fees to third parties to open the plan. These fees generally total between \$0.00 and \$5,000.00. If you ask, we will provide you with an itemization of the fees you will have to make to third parties.

You must pay for the cost of the appraisal.

You must pay a fee of \$500 if you do not draw at least \$25,000 at the initial funding of the line of credit.

If you close your line of credit or reduce it to less than \$10,000 within the first 6 months following the date your line of credit was established, we will charge a closing cost recapture fee of \$1000.

There may be other fees and charges in connection with your HELOC, such as: (1) Late Payment Fees: Up to \$25 based on balance

**VARIABLE RATE FEATURE:** This plan has a variable rate feature and the annual percentage rate (corresponding to the periodic rate) and the minimum payment may change as a result. The annual percentage rate includes only interest and no other costs. Not withstanding the above, minimum monthly payments shall be calculated as 0.85% of the current balance, applied to accrued interest first and then to principle.

The ANNUAL PERCENTAGE RATE is based on an index. The index is the **Prime Rate** as published in the Wall Street Journal. Should the Index be discontinued or otherwise be made unavailable during the term of your line of credit, we will choose a new index that is based on comparable information and will provide you notice of this change.

**PROPERTY INSURANCE:** You must carry insurance on the property that secures this plan. If the property is located in a Special Flood Hazard Area we will require you to obtain flood insurance if it is available.

The following notice is required by New York law. You are required to obtain property insurance on the property that is security for your mortgage loan. We cannot require you to obtain an insurance policy in excess of the replacement cost of the improvement on the property securing this loan.

**REFUNDABILITY OF FEES:** If you decide not to enter into this plan within three business days of receiving this disclosure and the home equity brochure, you are entitled to a refund of any fee you may have paid.

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

#### WHEN YOUR HOME IS ON THE LINE

#### What You Should Know About Home Equity Lines of Credit

More and more lenders are offering home equity lines of credit. By using the equity in your home, you may qualify for a sizable amount of credit, available for use when and how you please, at an interest rate that is relatively low. Furthermore, under the tax law—depending on your specific situation—you may be allowed to deduct the interest because the debt is secured by your home.

If you are in the market for credit, a home equity plan may be right for you. Or perhaps another form of credit would be better. Before making a decision, you should weigh carefully the costs of a home equity line against the benefits. Shop for the credit terms that best meet your borrowing needs without posing undue financial risk. And remember, failure to repay the amounts you've borrowed, plus interest, could mean the loss of your home.

#### What is a home equity line of credit?

A home equity line of credit is a form of revolving credit in which your home serves as collateral. Because the home is likely to be a consumer's largest asset, many homeowners use their credit lines only for major items such as education, home improvements, or medical bills and not for day-to-day expenses. With a home equity line, you will be approved for a specific amount of credit—your credit limit, the maximum amount you may borrow at any one time under the plan. Many lenders set the credit limit on a home equity line by taking a percentage (say, 75 percent) of the home's appraised value and subtracting from that the balance owed on the existing mortgage. For example:

Appraisal of home	\$100,000
Percentage	x 75%
Percentage of	
appraised value	\$75,000
Less mortgage debt	-\$40,000
Potential credit line	\$35,000

In determining your actual credit limit, the lender will also consider your ability to repay, by looking at your income, debts, and other financial obligations as well as your credit history.

Many home equity plans set a fixed period during which you can borrow money, such as 10 years. At the end of this "draw period," you may be allowed to renew the credit line. If your plan does not allow renewals, you will not be able to borrow additional money once the period has ended. Some plans may call for payment in full of any outstanding balance at the end of the period. Others may allow repayment over a fixed period (the "repayment period"), for example, 10 years.

Once approved for a home equity line of credit, you will most likely be able to borrow up to your credit limit whenever you want. Typically, you will use special checks to draw on your line. Under some plans, borrowers can use a credit card or other means to draw on the line.

There may be limitations on how you use the line. Some plans may require you to borrow a minimum amount each time you draw on the line (for example, \$300) and to keep a minimum amount outstanding. Some plans may also require that you take an initial advance when the line is set up.

### What should you look for when shopping for a plan?

If you decide to apply for a home equity line of credit, look for the plan that best meets your particular needs. Read the credit agreement carefully, and examine the terms and conditions of various plans, including the annual percentage rate (APR) and the costs of establishing the plan. The APR for a home equity line is based on the interest rate alone and will not reflect the closing costs and other fees and charges, so you'll need to compare these costs, as well as the APRs, among lenders.

#### Interest rate charges and related plan features

Home equity lines of credit typically involve variable rather than fixed interest rates. The variable rate must be based on a publicly available index (such as the prime rate published in some major daily newspapers or a U.S. Treasury bill rate); the interest rate for borrowing under the home equity line changes, mirroring fluctuations in the value of the index. Most lenders cite the interest rate you will pay as the value of the index at a particular time plus a "margin," such as 2 percentage points. Because the cost of borrowing is tied directly to the value of the index, it is important to find out which index is used, how often the value of the index changes, and how high it has risen in the past as well as the amount of the margin.

Lenders sometimes offer a temporarily discounted interest rate for home equity lines—a rate that is unusually low and may last for only an introductory period, such as 6 months.

Variable-rate plans secured by a dwelling must, by law, have a ceiling (or cap) on how much your interest rate may increase over the life of the plan.

Some variable-rate plans limit how much your payment may increase and how low your interest rate may all if interest rates drop. Some lenders allow you to convert from a variable interest rate to a fixed rate during the life of the plan, or to convert all or a portion of your line to a fixed-term installment loan.

Plans generally permit the lender to freeze or reduce your credit line under certain circumstances. For example, some variablerate plans may not allow you to draw additional funds during a period in which the interest rate reaches the cap.

### Costs of establishing and maintaining a home equity line

Many of the costs of setting up a home equity line of credit are similar to those you pay when you buy a home. For example:

- 1. A fee for a property appraisal to estimate the value of your home.
- 2. An application fee, which may not be refunded if you are turned down for credit.
- 3. Up-front charges, such as one or more points (one point equals 1 percent of the credit limit).
- 4. Closing costs, including fees for attorneys, title search, and mortgage preparation and filing; property and title insurance and taxes.

In addition, you may be subject to certain fees during the plan period, such as annual membership or maintenance fees and a transaction fee every time you draw on the credit line.

You could find yourself paying hundreds of dollars to establish the plan. If you were to draw only a small amount against your credit line, those initial charges would substantially increase the cost of the funds borrowed. On the other hand, because the lender's risk is lower than for other forms of credit, as your home serves as collateral, annual percentage rates for home equity lines are generally lower than rates for other types of credit. The interest you save could offset the costs of establishing and maintaining the line. Moreover, some lenders waive some or all of the closing costs.

#### How will you repay your home equity plan?

Before entering into a plan, consider how you will pay back the money you borrow. Some plans set minimum payments that cover a portion of the principal (the amount you borrow) plus accrued interest. But (unlike with the typical installment loan) the portion that goes toward principal may not be enough to repay the principal by the end of the term. Other plans may allow payment of interest alone during the life of the plan, which means that you pay nothing toward the principal. If you borrow \$10,000, you will owe that amount when the plan ends.

Regardless of the minimum required payment, you may choose to pay more, and many lenders offer a choice of payment options. Many consumers choose to pay down the principal regularly as they do with other loans. For example, if you use your line to buy a boat, you may want to pay it off as you would a typical boat loan.

Whatever your payment arrangements during the life of the plan—whether you pay some, a little, or none of the principal amount of the loan—when the plan ends you may have to pay the entire balance owed, all at once. You must be prepared to make this "balloon payment" by refinancing it with the lender, by obtaining a loan from another lender, or by some other means. If you are unable to make the balloon payment, you could lose your home.

If your plan has a variable interest rate, your monthly payments may change. Assume, for example, that you borrow \$10,000 under a plan that calls for interest-only payments. At a 10 percent interest rate, your monthly payments would be \$83. If the rate rises over time to 15 percent, your monthly payments will increase to \$125. Similarly, if you are making payments that cover interest plus some portion of the principal, your monthly payments may increase, unless your agreement calls for keeping payments the same throughout the plan period.

If you sell your home, you will probably be required to pay off your home equity line in full immediately. If you are likely to sell your home in the near future, consider whether it makes sense to pay the up-front costs of setting up a line of credit. Also keep in mind that renting your home may be prohibited under the terms of your agreement.

#### Lines of credit vs. traditional second mortgage loans

If you are thinking about a home equity line of credit, you might also want to consider a traditional second mortgage loan. A second mortgage provides you with a fixed amount of money repayable over a fixed period. In most cases the payment schedule calls for equal payments that will pay off the entire loan within the loan period. You might consider a second mortgage instead of a home equity line if, for example, you need a set amount for a specific purpose, such as an addition to your home.

In deciding which type of loan best suits your needs, consider the costs under the two alternatives. Look at both the APR and other charges. Do not, however, simply compare the APRs, because the APRs on the two types of loans are figured differently:

- The APR for a traditional second mortgage loan takes into account the interest rate charged plus points and other finance charges.
- The APR for a home equity line of credit is based on the periodic interest rate alone. It does not include points or other charges.

#### Disclosures from lenders

The federal Truth in Lending Act requires lenders to disclose the important terms and costs of their home equity plans, including the APR, miscellaneous charges, the payment terms, and information about any variable-rate feature. And in general, neither the lender nor anyone else may charge a fee until after you have received this information. You usually get these disclosures when you receive an application form, and you will get additional disclosures before the plan is opened. If any term (other than a variable-rate feature) changes before the plan is opened, the lender must return all fees if you decide not to enter into the plan because of the change.

When you open a home equity line, the transaction puts your home at risk. If the home involved is your principal dwelling, the Truth in Lending Act gives you 3 days from the day the account was opened to cancel the credit line. This right allows you to change your mind for any reason. You simply inform the lender in writing within the 3-day period. The lender must then cancel its security interest in your home and return all fees—including any application and appraisal fees—paid to open the account.

#### Glossary

**Annual Membership or Maintenance Fee.** An annual charge for having the line of credit available. Charged regardless of whether or not the line is used.

Annual Percentage Rate (APR). The cost of credit on a yearly basis expressed as a percentage.

Application Fee. Fees that are paid upon application. May include charges for property appraisal and a credit report.

**Balloon Payment.** A lump-sum payment that may be required when the plan ends.

Cap. A limit on how much the variable interest rate may increase during the life of the plan.

**Closing Costs.** Fees paid at closing, including attorneys fees, fees for preparing and filing a mortgage, fees for title search, taxes, and insurance.

Credit Limit. The maximum amount that may be borrowed under the home equity Plan.

**Equity.** The difference between the fair market value (appraised valued) of the home and the outstanding mortgage balance. **Index.** Published rate that serves as a base for the interest rate charged on a home equity line and also as the base for rate

**Index.** Published rate that serves as a base for the interest rate charged on a home equity line and also as the base for rate changes used by the lender.

Interest Rate. The periodic charge, expressed as a percentage, for use of credit.

Margin. The number of percentage points the lender adds to the index rate to determine the annual percentage rate.

**Minimum Payment.** The minimum amount that you must pay (usually monthly) on your account. Under some plans, the minimum payment may cover interest only; under others, it may include both principal and interest.

**Points.** One point is equal to 1 percent of the amount of the credit line. Points must usually be paid at closing and are in addition to monthly interest.

**Security Interest.** An interest that a lender takes in the borrower's property to ensure repayment of a debt.

Transaction Fee. A fee charged each time you draw on your credit line.

Variable Rate. An interest rate that changes periodically in relation to an index. Payments may increase or decrease accordingly.

#### Where to go for help

The following federal agencies are responsible for enforcing the federal Truth in Lending Act, the law that governs disclosure of terms for home equity lines of credit. Questions concerning compliance with the act by a particular financial institution should be directed to the institution's enforcement agency.

## State Banks that Are Members of the Federal Reserve System

Division of Consumer and Community Affairs Mail Stop 801 Federal Reserve Board Washington DC 20551 (202) 452-3693 www.federalreserve.gov

### **Federal Credit Unions**

National Credit Union Administration Office of Public and Congressional Affairs 1775 Duke St. Alexandria, VA 22314 (703) 518-6330 www.ncua.gov

#### **National Banks**

Office of the Comptroller of the Currency Customer Assistance Unit 1301 McKinney St. Suite 3710 Houston, TX 77010 (800) 613-6743 www.occ.treas.gov

# Federally Insured Non-Member State-Chartered Banks and Savings Banks

Federal Deposit Insurance Corporation Office of Compliance and Consumer Affairs 550 17th Street, NW Room PA-1730, 7th Floor Washington, DC 20429 (202) 942-3100 or (800) 934-FDIC www.fdic.gov

# Federally Insured Savings and Loan Institutions and Federally

Chartered Savings Banks Office of Thrift Supervision Consumer Programs 1700 G Street, NW, 6th Floor Washington, DC 20552 (202) 906-6237 or (800) 842-6929 www.ots.treas.gov

## **Mortgage Companies and Other Lenders**

Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, NW Washington, DC 20580

(202) 326-3758 or (877) FTC-HELP www.ftc.gov

#### **Home Equity Plan Checklist**

Ask your lender to help fill out this checklist.

Basic Features	PLAN A (ACTORSFCU)	PLAN B
Fixed annual percentage rate	%	%
Variable annual percentage rate	%	%
Index used and current value	PRIME %	%
Amount of margin	NONE %	%
Frequency of rate adjustments	MONTHLY (If Prime Adjusts)	
Amount/length of discount (if any)	N/A	
Interest rate caps and floor	18% CAP 3% FLOOR	
Length of plan	20 YEARS	
Draw period	5 YEARS	
Repayment period	15 YEARS	
Initial fees		
Appraisal fee	\$COST OF APPRAISAL	
Application fee	\$500 (*Refundable if all requirement are met)	
Up-front charges, including points		
Closing Costs:	Any Government fees/costs & Title Insurance Costs if Applicable	
Repayment Terms PLAN A PLAN B		
During the draw period:		
Interest and principal payments	Varies based on balance & interest rate	
Interest-only payments		
Fully amortizing payments		
When the draw period ends:		
a. Balloon payment?	No	
b. Renewal available?	Yes if loan has been serviced well	
c. Refinancing of balance by lender?	No	

## HOME EQUITY (REVOLVING) LINE OF CREDIT APPLICATION

AMOUNT REQUESTED \$	PURPOSE OF LOAN		
How are you   Individually   Jointly Applying?	Marital Status ☐ Married ☐ Separated ☐ Unmarried (It is unlawful to discriminate on the basis of this information)		
PROPERTY			
Subject Property Address:	City State Zip		
The Subject Property is Your:	□ Secondary Residence Property Type: □ Co-op □ Condo		
Date of Purchase:	1, 2, 3 or 4 Family Dwelling Purchase Price: \$		
Estimated Value of Subject Property: \$	Original Mortgage Amount: \$		
Balance of 1st Mortgage on Subject Property: \$	Mortgage Holder: □ □Fixed □ARM		
Monthly Mortgage Payment (P & I): \$ Monthly	H.O.A.: \$ Annual Taxes/Insurance: \$/		
Other Liens (i.e. 2 <sup>nd</sup> Mortgage):	Outstanding Balance: \$ties, please list all the above info for each property on a		
separate sheet of paper. If there is rental income, p			
BORROWER			
Name:	Mo. Day Yr. Date of Birth:/		
Social Security Number: / / / / / / / /	Credit Union Account number:		
Have you ever declared Bankruptcy? ☐ Yes ☐ No	If Yes, when?		
Current Address: No. & Street City	State Zip		
Number of Years:	Rent/Mortgage if other than residence above: \$		
Home Phone:	Cell Phone:		
Email Address:			
Previous Address (If Less Than Three Years at Current Address): _			
EMPLOYMENT Name of Employer:	Self-employed Number of Years:		
Address: P	Phone Number: Position:		
Name & Address of Previous Employer (If Less Than Three Years	at Current Employer) Number of Years:		
Position:	Phone Number:		
INCOME Current YTD Gross Income: \$	Prior Year Gross Income: \$		
Gross Other Annual Income: \$	*Source of Other Income:		
*Notice: Alimony, child support, or separate mainten			

CO	-BC	RR	OW	ER
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Name:	Mo. Day Yr Date of Birth:/			
Social Security Number:////////	_//	Credit Unio	on Account number:	
Have you ever declared Bankruptcy? ☐ Yes ☐	No If Y	es, when?		
Current Address: No. & Street City	State	Zip		
Number of Years:	_	Rent/Mortgage if o	ther than residence above: \$	
Home Phone:	-	Cell Phone:		
Email Address:				
Previous Address (If Less Than Three Years at Curre	ent Address):			_
EMPLOYMENT Name of Employer:		□Self-employed	Number of Years:	_
Address:	Phone	e Number:	Position:	_
Name & Address of Previous Employer (If Less Tha	nn Three Years at C	Current Employer)	Number of Years:	_
	Position:	Phone I	Number:	_
INCOME Current YTD Gross Income: \$	Pric	or Year Gross Income: \$		
Gross Other Annual Income: \$	*Source of Other Income:			
*Notice: Alimony, child support, or separ- considered as a basis for repayment of this		e income need not be	revealed if you do not w	vish to have
By signing below, I/we state under penalty of perjursignature(s) below, and agree to promptly notify Act to closing. I/We understand that the loan requested be I/We authorize the Credit Union to make inquiries an employers, and others, as well as to provide informate reporting agencies.	ors Federal Credit by this application valued obtain credit rep	Union if any of the materia will be secured by a mortga ports and to request financia	al facts represented herein shou age or deed of trust on the subjuditional information from credit repo	ald change prior ect property. orting agencies,
Borrower Signature Date		Co-Borrower Signa	ature Date	······································

We Do Business in Accordance with the Federal Fair Housing Law and the Equal Credit Opportunity Act.