Recurring ACH Payment Agreement

If your loan is current, complete this Agreement to enroll in our ***free*** auto-pay program. Submit this Agreement at least five days before your next due date. If we receive your Agreement less than five days from your anticipated auto-pay date or if the Agreement is incomplete, your auto-pay activity will become effective no earlier than the subsequent payment cycle.

Bi-weekly payment loans are not eligible for this program.

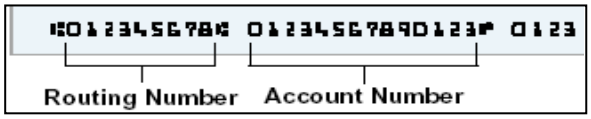
Loan No: _____ Your Phone Number: _____

Bank Name: _____ Type of Account: Checking Savings Other

Account Owner Name as it Appears on Bank Account: _____

Account No: _____

Routing No: _____



Auto-Pay Date: Enter the date you wish us to draft your payment each month. This date must be prior to the end of your grace period. An ACH auto-pay draft date that falls on a Saturday, Sunday or bank holiday will be processed on the next business day. If you select an invalid date for a particular month, the draft date will be the last day of the month. For example, if the draft date you select is the 30th of the month, in a month that only has 28 days the draft date will be the last day of the month.

Date to withdraw funds each month: _____

GENERAL TERMS AND CONDITIONS:

- **No fee is charged to enroll in our auto-pay program or for each successful ACH withdrawal from your bank account.**
- You authorize us to draft your mortgage payment each month on the date provided above. You acknowledge the amount of your mortgage payment that we draft may increase or decrease based on any change in circumstances including, but not limited to, a change from interest-only terms, a change of interest rate, or a change in required escrow payments.
- You agree to have sufficient funds in your account to pay the total installment due, including escrow amounts. If your banks returns our ACH draft, we may charge a $15 "NSF" fee to your loan. In addition, you will remain liable for the returned payment. If applicable, we may assess a late charge.
- We reserve the right to change terms or fees for this program, cancel the program, or terminate your participation in the program for payment failures. If a change requires notice, we will give you notice in writing.
- You will be eligible for the auto-pay program only if your account is current (less than 30 days past due) at the time of enrollment. If your loan becomes delinquent at any time, we reserve the right to suspend or discontinue auto-pay and require you to make your payments by alternative means. After you cure the delinquency, you may sign up for auto pay again.
- If you are the debtor in an active bankruptcy case and are making current contractual payments, you are eligible for this program. However, should you, a co-borrower or any vested owner of the property that secures the loan commences a new bankruptcy case, we reserve the right to cancel your enrollment in the auto-pay program.
- This agreement is subject to the laws of the U.S. and of Oregon.

TO CHANGE OR CANCEL YOUR AUTOMATIC PAYMENTS:

- You should cancel auto-pay instructions **at least 5 days before your next auto-pay date**. If you request the cancellation closer to the next scheduled auto-pay date, you must plan for an additional payment draft based on your old instructions.
- ***To change auto-pay instructions to a different day of the month or a different bank account***, please submit a new form with the updated information.

SEND THIS COMPLETED FORM BY ONE OF THE FOLLOWING METHODS:

- Fax: 866-712-5697
- Mail: Gregory Funding, ATTN: Customer Service Department, PO Box 230579, Tigard, OR 97281-0579
- Email: Service@gregoryfunding.com

Signature: _____ Date: _____

We are a debt collector and information you provide to us may be used to collect a debt. However, if you filed for bankruptcy, we respect any stay, modification or discharge condition and this notice is given for regulatory compliance and information purposes only. If we are subject to a stay in your bankruptcy or you are receiving this solely as successor in interest, this letter is not a demand for payment. If this debt is discharged under bankruptcy law or you are merely successor in interest, you are not personally liable for the debt. According to the mortgage and within the limits of bankruptcy law, we retain our rights to enforce the mortgage lien against the collateral property.