

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 closer to your planned auto-pay day or the Agreement is incomplete, your auto-pay activity can only become effective, at the earliest, in the following payment cycle.

Biweekly 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. Make sure this date occurs before your grace period ends. 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 on a recurring basis your mortgage payment each month at the date provided above. You agree the amount of your mortgage payment that we draft may increase or decrease caused by 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 as required by your loan documents, including escrow amounts payable. If our ACH draft does not process because your bank returns it, we may charge a \$15 "NSF" fee to your loan. In addition, you remain liable for any missed payment pursuant to your Promissory Note, and 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.
- Your account must be 'current' (less than 30 days past due) to sign up. If your loan becomes delinquent at any time, we reserve the right to suspend or discontinue auto-pay and require you to make each payment by other means. After you cure the delinquency, you may sign up for auto pay again.
- If you are in a bankruptcy and are making current contractual payments, you are eligible for this program. Otherwise, in the event you, a co-borrower or anyone on title to the property that secures the loan makes a new bankruptcy filing, we have the right to cancel your automatic payment participation upon receiving the filing notice, pending our review of your loan status.
- This agreement is subject to the laws of the U.S. and of Oregon.

TO CHANGE OR CANCEL YOUR AUTOMATIC PAYMENTS:

- You should cancel or change auto-pay instructions **at least 5 days before your next auto-pay date**. If you request your change closer to the next scheduled auto-pay date, you must plan for an additional payment draft based on your old instructions.
- **To cancel entirely or to change auto-pay instructions to a different day of the month or a different bank account**, call us at 866.712.5698, fax your request to 866-712-5697 or mail your request to the address below.

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.