

Recurring ACH Payment Agreement

Your account must be "current" for us to process your Recurring ACH Payment Agreement. For this purpose, "current" means you are less than 30 days past due on the most recently due installment. Be sure to budget for ACH auto-pay to be drawn from your bank account on the recurring day of the month within your monthly grace period that you select below. To apply and take advantage of this **FREE** service, **complete and sign this Agreement and mail it with an attached voided check** to:

**Gregory Funding
Attn: ACH/Loan Servicing
PO BOX 25430
Portland, OR 97298**

To benefit from ACH on your next auto-pay day as selected below, we must receive this **completed, signed** Agreement at least five (5) days before the upcoming auto-pay day. 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.

If your loan terms provide for biweekly loan payments, you are not eligible for this program.



Routing Number Account Number

Loan No: _____

Bank Name: _____ Routing No: _____ Account No: _____

Name as it Appears on Bank Account: _____

Type of Account: Checking Savings Other Monthly Amount to Withdraw: \$ _____

Start Date to Withdraw Funds: _____ End Date: _____
MM/DD/YY MM/DD/YY

Phone Number Where We Can Best Reach You: _____

Auto-Pay Day to Withdraw Funds Monthly from your bank account: You must check or circle one choice below. Pick a monthly auto-pay day that is at least five (5) days before your grace period ends. EXAMPLE: If payment is due the 1st of each month with a 10-day grace period, select an auto-pay date no later than the 5th of each month. An ACH auto-pay draw that falls on a Saturday, Sunday or bank holiday will be processed on the **next** business day.

Check box to pay on Monthly Due Date or

Circle a number of days After Your Due Date: 1 2 3 4 5 6 7 8 9 10

GENERAL TERMS AND CONDITIONS:

- **No fee is charged to enroll in ACH auto-pay or for each successful monthly ACH withdrawal from your bank account.**
- You agree to have sufficient funds in your account to pay as required by your loan documents, including escrow amounts payable. If our ACH draw does not process because your bank account had insufficient funds, we may charge a \$15 "NSF" fee to your loan. We will not make a second ACH attempt for that month's payment. You must send us the missing payment. If you do not, you remain liable for the payment pursuant to your Promissory Note and we may assess a late charge.
- You authorize us to change your payment amount for an increase or decrease in total payment 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.
- 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.
- If your loan becomes delinquent, 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 need to apply again to reinstate ACH auto-pay.
- If you are making current payments in a bankruptcy, 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 draw 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 above address.

Signature(s): _____ 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.