Recurring ACH Payment Agreement

Your Recurring ACH Payment Agreement cannot be processed unless your account status is "current", you complete and sign this Agreement, *and you attach a voided check*. Please mail this form and your voided check to the following address:

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

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: $ _____

Day of the Month to Withdraw Funds: _____ *(Example: 1st, must be at least 5 days before end of grace period)*

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

Your Phone Number: _____

OUR ACH AUTOMATIC PAYMENT PROGRAM:

- **There is no fee for your enrollment in this ACH automatic payment agreement program or for each successful monthly ACH withdrawal from your bank account.**

PAYMENT TIMING:

- **To ensure timely payment processing, you must select a recurring payment date that is at least five (5) days before your grace period expires.** For example, if your payment is due on the 1st of the month and you have a 15-day grace period, you should select a payment date no later than the 10th of the month.
- **To make your automatic payment effective in the current payment cycle, we must receive this written Recurring *ACH Payment Agreement* at least five (5) days before the payment date you select.** If your request is received closer to your chosen payment date, your automatic payment activity will become effective in the following payment cycle.

GENERAL TERMS AND CONDITIONS:

- By your submission of this request, you agree to have sufficient funds in your account to pay the amount required according to your loan documents, including amounts payable into escrow. If our ACH withdrawal fails to process due to insufficient funds in your account, we may charge a $15 fee to your loan. We will not make a second ACH attempt for that monthly payment obligation. 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 the amount of your payment as needed if there is an increase or decrease in your total payment due to any change in circumstances, including but not limited to the following: a change from interest-only terms, an interest rate adjustment, or a change in required escrow amounts.
- We reserve the right to change the terms or fees associated with our automatic payment program, cancel the program entirely, or (with notice) terminate your participation in the program. For any changes that require notice, you will receive the notice in writing.
- If your loan becomes delinquent, we reserve the right to suspend automatic payments and require you to make your payments directly to us until you cure the delinquency.
- 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 will 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.
- An ACH transaction that falls on a Saturday, Sunday or banking holiday will be processed on the next business day.

TO CHANGE OR CANCEL YOUR AUTOMATIC PAYMENTS:

- You can cancel or change your automatic payment instructions at any time.
- *To cancel* your automatic payments, notify us by either calling 866.712.5698 or providing a written cancellation request, either by fax at 866.712.5697 or by mail to Gregory Funding, P.O. Box 25430, Portland, OR 97298-0430, no later than five (5) days in advance of your then-scheduled monthly payment date. Make sure you then send your payment in time to reach us within the grace period.
- *To change* your automatic payment instructions to a different date or a different bank account, you must submit your request in writing at least five (5) days in advance of your then-scheduled monthly payment date. If you make your change closer to your already scheduled payment date, you must plan for one additional payment withdrawal according to your prior instructions.

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, this letter is not a demand for payment. If this debt is discharged under bankruptcy law, you are not personally liable for discharged debt and this is not a notice of personal liability. According to the mortgage and within the limits of bankruptcy law, we retain our rights to enforce the mortgage lien against the collateral property.