



### **Automatic Payment Terms and Conditions**

**Mortgagor Certification:** By enrolling in Mortgage Services automatic payment service, you certify that you are the authorized user signed in to the Mortgage Services online account and a mortgagor on the account to which the payment is to be applied.

**Payment Account Certification:** By enrolling in Mortgage Services automatic payment service, you certify, with regard to the Payment Account ("Payment Account") identified by the routing and account numbers entered, that:

- you are an owner of the Payment Account;
- you are authorized to initiate withdrawals from the Payment Account; and
- the Payment Account has/will have sufficient funds available to process a payment in the requested amount on the payment date(s) specified.

**Authorization to Debit Payment Account:** By enrolling in Mortgage Services automatic payment service, you authorize Mortgage Services to debit your scheduled mortgage payment, along with any additional amounts indicated, from the Payment Account each month on the payment date(s) requested, or the following business day if the payment date(s) falls on a holiday or weekend. You also authorize the financial institution that holds the Payment Account to remit the requested amount to Mortgage Services.

**Enrollment and Automatic Payment Start Date:** Your account must be current in order to enroll in the automatic payment service. Once enrolled, you will receive a written notice from Mortgage Services indicating the payment date on which your automatic payment service will begin. It is your responsibility to continue making your mortgage payment until the date the automatic payment service begins.

**Fees:** By enrolling in a semi-monthly or bi-weekly automatic draft, you agree to a service fee of \$1.00 for each scheduled draft.

**Changes to Scheduled Mortgage Payment:** You authorize Mortgage Services to change the amount of withdrawal due to a change in your periodic mortgage payment resulting from a change in the amounts escrowed, or as otherwise provided by the terms of your Note, Mortgage and any modification thereafter, if applicable. Payment Change notices will be sent at least 10 business days prior to your change in payment per the applicable change (ie. Annual Escrow Adjustment, Adjustable Rate Mortgage Rate Change, Modification Step-Rate change, etc.)

**Liability for Rejected or Returned Payments:** You bear any and all liability for rejected or returned payments, including any associated fees or other costs, as permitted in the Note and Mortgage, unless

the payment was rejected or returned solely due to a failure by Mortgage Services to process the payment in accordance with the payment instructions provided by you.

**Redraft of Returned or Rejected Payments:** Mortgage Services will only attempt to draft your payment account once before the payment transaction will be considered insufficient, returned or rejected. If a payment is insufficient, returned or rejected, Mortgage Services will not make any further attempts to redraft the payment, and you will need to remit your payment to Mortgage Services using a different method. Late payments may be subject to late fee assessment as provided by the terms of your Note and Mortgage. The automatic payment service will continue as scheduled the following month.

**Liability for Processing Errors:** Mortgage Services will be liable, to the extent required by federal and state law, for any losses or damages you experience that are solely and directly attributable to a failure by Mortgage Services to process a payment in accordance with the payment instructions that you provide to Mortgage Services, except that Mortgage Services shall not be liable when circumstances beyond Mortgage Services control (such as, but not limited to: fire, flood, or interference from an outside force) prevent the proper execution of the transaction.

**Changing or Cancelling Automatic Payment Service:** You can stop or change your automatic payment service as long as you notify us at least three (3) business days before the next scheduled payment date. Here's how:

- Update or cancel your draft online;
- Call us at 800-937-6002; or
- Write us at PO Box 1301 Fort Worth, TX 76101-1301

**Mortgage Contract Unaffected:** I understand that enrollment in the automatic payment service in no way alters or changes my obligations under my existing Note and Mortgage contract, including those provisions regarding the amount of the monthly payments, when payments are due, the application of payments, the assessment of late charges, or the determination of delinquencies.

**Alterations and Amendments to Terms and Conditions:** These terms and conditions may be altered or amended by Mortgage Services from time to time. Mortgage Services will alert and notify you at least 21 days before the effective date of any change in a term or condition that would result in increased fees, increased consumer liability, fewer types of available electronic transfers or stricter limitations on the frequency or dollar amount of transfers. Your continued participation with the one-time payment request after being notified of changes to its terms and conditions will constitute your agreement to any such changes. Further, we may, from time to time, revise or update the programs, services, and/or related material that may render all such prior versions obsolete. Consequently, we reserve the right to terminate all prior versions of the programs, services, and/or related material and limit access to our more recent revisions and updates.

**Important Information for Mortgagors who have Declared Bankruptcy:** Upon receipt of notice of the filing of a Bankruptcy Petition by you or any other mortgagor on the account, Mortgage Services will terminate the one-time payment service as the result of the Automatic Stay. To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United

States Code, the one-time payment service is provided for informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation.

**Past Due Account Status:** If your account is more than 61 days past due, or in Default, you will not be able to make one-time payments online. Please contact Loan Counseling at 800-937-6303 should you wish to make a one-time payment on your account.

**Home Ownership Mortgage Service Center Telephone Number:** Please contact us at 800-937-6002 should you have any questions regarding this one-time payment service.