



One-Time Payment Request Terms and Conditions

Mortgagor Certification: By submitting a one-time payment request, 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 submitting a one-time payment request, you certify that, 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 specified

Authorization to Debit Payment Account: By submitting a one-time payment request, you authorize Mortgage Services to debit the requested payment amount from the Payment Account on or after the date specified. You also authorize the financial institution that holds the Payment Account to remit the requested amount to Mortgage Services.

Payments Varying from Amount Due: When submitting a one-time payment request you may elect to submit the "minimum payment due", the "total payment due", or an "other amount". If "other amount" is selected, and your loan is current, amounts in excess of the minimum payment due will be applied as provided in the Note and Mortgage.

Additional Principal or Escrow Payments: In addition to the "minimum payment due", "total payment due", or "other amount" submitted, you may submit an additional amount to be applied to your Mortgage principal balance or escrow account. The additional principal or escrow payment will be in addition to any excess payment made as an "other amount".

Liability for Processing Errors: You bear any and all liability for rejected or returned payment(s), 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 entered.

Redraft of Returned or Rejected Payments: Mortgage Services will only attempt to draft your Payment Account once before it will be considered insufficient, returned or rejected. If a payment is insufficient, returned or rejected, Mortgage Services will not further attempt to redraft the payment, and you will need to resubmit the payment. A late fee will be assessed if a replacement payment is not received prior to the 16th of the 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 entered, 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 One-Time Payment Request: You can stop or change your one-time payment as long as you notify us at least three (3) business days before the 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

Availability of One-Time Payment Request: Mortgage Services does not guarantee uninterrupted availability of the one time payment request, and shall not be liable for any losses or damages resulting from the inability of a user to access this service.

Mortgage Contract Unaffected: I understand that by making a one-time payment request in no way alters or changes my obligations under my existing Note and Mortgage contract , including those provisions regarding the amount of the monthly payment(s), when payment(s) are due, the application of payment(s), the assessment of late charge(s), 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.

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