

## **Automatic Payment Terms and Conditions**

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

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

- O You are an owner of the Payment Account;
- O You are authorized to initiate withdrawals from the Payment Account;
- o 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 Northpointe Bank's automatic payment service, you authorize Northpointe Bank 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 Northpointe Bank.

Automatic Payment Start Date: You will receive a written notice from Northpointe Bank 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. If your account is past due when enrolling, the first payment debited from the Payment Account will represent only one monthly payment. It is your responsibility to make any past due payments to bring the account current.

Changes to Scheduled Mortgage Payment: You authorize Northpointe Bank 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. Northpointe Bank will provide you with a periodic mortgage statement reflecting the change in the withdrawal amount at least ten (10) days prior to any such amount change.

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 Northpointe Bank to process the payment in accordance with the payment instructions provided by you.

Returned or Rejected Payments: If a payment is insufficient, returned or rejected after the attempted draft, Northpointe Bank will not make any further attempts to redraft the payment, and you will need to remit your payment to Northpointe Bank using a different method. A late fee will be assessed if a replacement payment is not received prior to the end of your grace period. The automatic payment service will continue as scheduled the following month.

Liability for Processing Errors: Northpointe Bank 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 Northpointe Bank to process a payment in accordance with the payment instructions that you provide to Northpointe Bank, except that Northpointe Bank shall not be liable when circumstances beyond Northpointe Bank's 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 may change or cancel your automatic payment service by notifying Northpointe Bank at least three (3) business days before the next scheduled draft date. Requests may be made online at

myloan.northpointe.com under the Payments tab, by calling (888) 672-5626 and speaking with a customer service agent or in writing. Written requests shall be emailed to support@northpointe.com or mailed to: Northpointe Bank, Attention Resolutions 5303 28th Street Court SE, Grand Rapids, MI 49546.

Discontinuation of Automatic Payment Service: Northpointe Bank reserves the right to discontinue providing the automatic payment service to you immediately and without cause. In the event service is discontinued, Northpointe Bank will send you written notification upon discontinuation. Discontinuation of the automatic payment service may result in a late fee assessment if a replacement payment (as noted in the Returned or Rejected Payments section above), is not received prior to the end of the grace period as specified under your existing Note and Mortgage contract.

Mortgage Contract Unaffected: I understand that enrollment in the automatic payment service in no way alters or lessens 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 Northpointe Bank at any time. Northpointe Bank will mail to you notification of alterations and amendments when they occur. Your continued participation in the automatic payment service after being notified of changes to its terms and conditions will constitute your agreement to any such changes. Further, we may, 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.

If this account is active, or has been discharged in a bankruptcy proceeding, be advised the information presented is for your reference only and is not an attempt to collect a debt. Please note that Northpointe Bank reserves the right to exercise the rights provided by your loan documents and applicable law, including but not limited to foreclosure of its lien interest against the property securing the original obligation.