



ACH MONTHLY PAYMENTS

5151 Corporate Drive
Troy, MI 48098-2639
Phone: (800) 968-7700
flagstar.com

Dear Flagstar Customer(s):

Thank you for your interest in automatic payment options through our ACH debit program. Enclosed please find the Payment Authorization (ACH DEBIT) form you requested.

Important Information:

- Please allow up to 45 business days for this application process.
- Your account must remain current for the program to continue.
- The automatic payments authorized by this agreement will be cancelled if we receive notification that any borrower on the account has filed for bankruptcy after receiving this authorization. Borrowers may enroll again for automatic payments after such notification.
- Once your application is approved, you will receive a confirmation by mail reflecting the start date.
- To remain eligible for the ACH debit program, you must continue making payments until you receive your confirmation letter.
- We have included two copies of the Payment Authorization (ACH DEBIT) form. Please submit one form and retain the copy for your records.

We hope you enjoy the convenience of our automatic payment program. If you have any questions, please call us at (800) 968-7700, Monday-Friday 7:30 a.m.-8 p.m. or Saturday 7:30 a.m.-4 p.m. ET.

Sincerely,

Flagstar Bank
Servicing Auto-Debit

Enclosure (1)

CR320 A/L 031716





PAYMENT AUTHORIZATION (ACH DEBIT) FORM

Loan number: _____

Use this form to authorize Flagstar Bank, and its successors and assigns, to create automatic payments for your Flagstar Bank loan.

Bank account funding

Please print bank information in CAPITAL LETTERS (Information is available from your bank.) Submission of this payment authorization is acknowledgment that you are an authorized signer on the bank account listed for the direct payments.

Bank name: _____

Bank ABA routing number (located on the bottom of your check): _____

Bank account number: _____

Check here if this is: Checking/Money Market Account Savings Account (No business accounts)

Your bank's phone number: _____ Ext. _____

Option for additional principal payment: Flagstar Bank is hereby authorized to debit an ADDITIONAL \$_____ each month (in addition to my regular monthly payment) to be credited to the principal balance. **Please note: The amount will be constant each month until you request a change.**

Auto debit authorization: I authorize Flagstar Bank to automatically debit my bank account monthly for the amount of (i) my monthly payment of principal, interest and escrow, which amounts are specifically set forth in my mortgage loan documents, plus (ii) any additional principal as indicated above. I understand that the payment amount for principal, interest, and escrow may vary from month to month due to changes in escrow requirements or principal and interest payments for adjustable type mortgages, if applicable. Flagstar Bank is authorized to debit my bank account until Flagstar Bank has received written or oral notification. Termination request must be received by Flagstar Bank three (3) business days prior to the next scheduled monthly debit.

I acknowledge that Flagstar Bank, as the originator of the ACH debit transactions to my account, must comply with the provisions of U.S. law. I understand that (i) I must CONTINUE MAKING PAYMENTS until the date that my automatic payments will begin, of which Flagstar Bank will notify me by mail and which may take up to 45 business days, and (ii) my account must remain current before the automatic payment will be authorized to begin.

Payment date: I understand and agree that Flagstar will process my automatic payment as set forth below and in the Scheduled Payments and Late Fees section of the Electronic Funds Transfer Act Disclosure:

Home Equity Loans that closed *before* September 1, 2017. Payments are processed on the 10th of each month.

Home Equity Loans that closed on or *after* September 1, 2017. Please select a date between the 1st and 15th of each month on which the payment will be processed: _____

Mortgage Loans. Please select a date between the 1st and 15th of each month on which the payment will be processed: _____

Consumer Loans. Payments are processed on the due date set forth in the consumer loan documentation.

Borrower's legal name (printed): _____

Borrower's email address: _____

Borrower's daytime phone number: _____ Ext. _____

Borrowers Signature: _____ Date: _____

IMPORTANT INFORMATION

Fax, email, or mail this completed form and a voided personal check. (DO NOT send deposit slip. Voided check not required for savings accounts.)

Mail to: Flagstar Bank | Auto Debit Department (E-115-3) | 5151 Corporate Drive | Troy, MI 48098-2639

Email: servicing.autodebit@flagstar.com

Fax: (888) 548-0528

flagstar.com	Est. 1987		 Equal Housing Lender	Member FDIC
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ELECTRONIC FUNDS TRANSFER ACT DISCLOSURE

Please read this disclosure carefully. This disclosure describes your rights and obligations as well as the rights and obligations of Flagstar Bank.

By requesting Flagstar Bank to automatically deduct funds from your checking/savings account in order to make your loan payment, you acknowledge that you have read and accept all of the terms and conditions of this disclosure.

Definitions

As used in this disclosure, the relevant terms are defined as follows:

- “We” or “us” refers to Flagstar Bank, its successors, and assigns
- “You” and “your” refers to the owner of the payment account and anyone else authorized by the payment account’s owner to exercise control over the payment account through this service
- Payment instructions means the information provided by you to us in order to enable us to make an electronic payment, including, but not limited to, the payment account number and payment date
- Payment account means your savings, checking, or money market deposit account from which electronic payments will be made
- Scheduled payment date is the date that you have selected for your electronic loan payment to be made

Customer Responsibility

You agree that you are responsible for all authorized transactions up to the limits allowed by applicable law. If you permit other persons to access your account, you are responsible for any transactions they authorize.

Payment

By providing us with the account information of the financial institution at which you maintain your payment account, you authorize that financial institution to follow the payment instructions that it receives through the payment system from us.

- When we receive a payment instruction, you authorize us to debit your payment account and remit funds to us on your behalf for credit to your loan account
- Your payment account must be a checking, savings, or money market deposit account
- All payments you make will be deducted from the account that you designate as your payment account
- Any payments you wish to make must be payable in U.S. dollars
- Funds must be available in your payment account on the scheduled payment date
- After funds are withdrawn from your payment account via an automatic deduction, the amount of the payment will be applied to your loan account with us

We will use our best efforts to make all of your loan payments properly. However, we shall not incur liability if we are unable to complete any loan payments initiated by you through an automatic deduction because of the existence of any one or more of the following circumstances:

1. The financial institution holding your payment account refuses or is otherwise unable to honor a debit originated by you, and returns that transaction to us unpaid, regardless of the reason for the return;
2. The financial institution that maintains your payment account mishandles or delays a payment requested by us on your behalf;
3. You have not provided us with the correct account information for the payment account; or,
4. Circumstances beyond our control (such as, but not limited to, fire, flood or interference from an outside force) prevent the proper execution of the transaction, and we have taken reasonable precautions to avoid those circumstances.

Provided that none of the foregoing four (4) exceptions apply, if we cause an incorrect amount of funds to be removed from your payment account or cause funds from your payment account to be directed to us in a manner inconsistent with your payment instructions, we shall be responsible for returning the improperly transferred funds to your payment account.

We are responsible only for exercising ordinary care in processing payments upon your authorization in accordance with this agreement. We will not be liable in any way for damages or charges you incur if you do not have sufficient funds in your payment account to make a loan payment that you have scheduled pursuant to the terms of this agreement.

Disclosure of Information to Third Parties

We will disclose information about your account or the transfers you make pursuant to the terms of this agreement to third parties only:

1. Where it is necessary for completing servicing transfers, including to allow successor payees to continue automatic payments after the servicing transfer; or
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
3. In order to comply with governmental or court orders, or other reporting requirements; or
4. If you give us your written permission; or
5. To companies affiliated with us.

Scheduled Payments and Late Fees

Except as noted in this section, your electronic loan payment will be processed monthly on the date you have selected. Each payment may take up to three (3) business days before being debited from the payment account. If your electronic loan payment is ever scheduled to be processed on a weekend or federal holiday, we will process the payment on the prior day that is not a weekend or federal holiday.

Bankruptcy

The automatic payments authorized by this agreement will be cancelled if we receive notification that any borrower on the account has filed for bankruptcy after receiving this authorization. Borrowers may enroll again for automatic payments after such notification.



ELECTRONIC FUNDS TRANSFER ACT DISCLOSURE

Please note: Late charges will be assessed if your payment is not received and applied by the expiration of your grace period.

If you properly follow the procedures described in this agreement and we fail to make a payment according to the payment instructions received, you will not be assessed a late fee.

In the Event a Service Transaction is Returned

The Bank will attempt once to draft your auto debit funds. If your payment account does not have sufficient funds to make the authorized monthly payment as of the date the transfer, or payment is attempted or scheduled to be made, the transfer or payment may be cancelled. We will notify you by U.S. mail, but we shall have no obligation or liability if we do not complete a transfer or payment because there are insufficient funds in your payment account to process the transaction. In all such cases, you are responsible for making alternate arrangements for the payment. If any draft is returned to us as non-sufficient funds, you agree to pay a returned charge which shall be equal to the NSF charge that we currently have in effect.

Cancellation/Changes to Payment Instructions

If you wish to cancel the payments that you have authorized pursuant to the terms of this agreement, you must notify us orally or in writing at least three (3) business days prior to the scheduled payment date at the following address:

Flagstar Bank
Auto Debit Department
5151 Corporate Drive (E-115-3)
Troy, MI 48098-2639

Or email servicing.autodebit@flagstar.com, or fax notification to us at (888) 548-0528.

Any changes to your payment instruction, including changes to the payment amount and/or the payment account must be made in writing to the above address.

Errors and Questions

In case of errors or questions about the transactions processed pursuant to this agreement, you should contact us as soon as possible.

Email servicing.autodebit@flagstar.com, call us at (800) 968-7700, or write us at:

Flagstar Bank
Auto Debit Department
5151 Corporate Drive (E-115-3)
Troy, MI 48098-2639

If you think that your statement is wrong or if you need more information about a transaction listed on your statement, we must hear from you no later than sixty (60) calendar days after you received the FIRST statement on which the problem or error appeared. You must:

- Tell us your name and loan account number;
- Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need additional information; and,
- Tell us the dollar amount of the suspected error.

If you notify us orally, we may require that you send your complaint in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly.

However, if we need more time, we may take up to forty-five (45) calendar days, (or ninety (90) calendar days if the alleged error involves an electronic fund transfer from a payment account outside of a state, territory or possession of the United States) to investigate the complaint or question. If we decide to do so, we will credit your payment account within ten (10) business days for the amount you think is in error, so that you may have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of documents that we used in our investigation.

Amendments to Agreement

This agreement may be amended by us from time to time. In the event of an amendment, we will provide you notice at least twenty one (21) business days in advance.

Governing Law

This agreement shall be governed and construed in accordance with the laws of the state of Michigan.

Regulatory Authority

If you believe that any provision of the Electronic Funds Transfer Act has been violated, you should notify the Consumer Financial Protection Bureau:

Consumer Financial Protection Bureau
P.O. Box 4503
Iowa City, Iowa 52244
(855) 411-2372





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