

ELECTRONIC PAYMENT SERVICE AGREEMENT

1. Terms and Conditions: I ("I", "my", "me" and "Borrower" refer to all borrowers) understand that although I am not required to use this service to pay my home loan referenced in my authorization (my "Loan"), I request that Bank of America, N.A., including their agents, successors and assigns ("Servicer") enroll me in the automated electronic payment service (the "Service"), as a convenience to me under the terms and conditions set forth in this Electronic Payment Service Agreement (this "Agreement"), and I agree to the following:

2. How Long I Must Pay the Current Way and Limiting Conditions: I authorize Servicer to initiate electronic debits from the financial institution associated with the financial routing number in my authorization (my "Financial Institution") from the referenced financial account number (my "Financial Institution Account"), in order to pay for my scheduled payments under my Loan plus the cost of any goods or services that I request. I will continue to initiate and make my payments with respect to my Loan through other payment methods until I am notified in writing when the first automatic payment begins (approximately 1 month from my authorization, subject to verification of information). I am responsible for verifying that my Financial Institution is a member of the Federal Reserve System, which is a requirement under this Agreement, and allows Servicer to perform the Service. **I AM RESPONSIBLE FOR MAKING PAYMENTS ON MY LOAN BY OTHER MEANS, IF ANY PAYMENTS ARE NOT DRAFTED ON THE SCHEDULE DRAFT DATE NO MATTER THE CAUSE.** The Servicer's obligations with respect to the Service shall terminate upon payment-in-full of my Loan.

3. How This Plan Works: Servicer may send multiple drafts to my Financial Institution during each scheduled withdrawal date: One draft will be for the payment amount I have requested to be drafted, and the other draft will be for fees and charges that correspond to the Service that I have selected, if applicable. If any draft is returned or rejected by my Financial Institution, Servicer will not be responsible for any additional fees assessed to me by my Financial Institution. If my scheduled draft date from my Financial Institution Account falls on a holiday or weekend, my electronic payment may be debited from my Financial Institution Account on the next business day. The electronic payment amount will automatically adjust to any new scheduled payment amount that may result from the terms of my Loan documents. Servicer will give me advance notice of the new payment amount. **Such adjustments may include but are not limited to increases or decreases in the scheduled monthly payment as a result of adjustments to the interest rate or required escrow amount pursuant to the terms of my Loan documents. I understand that I am responsible for ensuring that there are sufficient funds in my Financial Institution Account to pay the scheduled monthly payment, including any new scheduled monthly payment amount.** I understand that transfer of funds will not occur if there are insufficient funds in my Financial Institution Account or my Financial Institution refuses to pay amounts for any reason **and that I will be responsible for any fees related to such nonpayment as set forth in Section 6.** If there are insufficient funds in my Financial Institution Account or my Financial Institution refuses to pay amounts to Servicer for any reason, Servicer will attempt to cause my Financial Institution to draft from my Financial Institution Account two (2) times. I understand that my Financial Institution may attempt to draw upon my Financial Institution Account more than twice, and that such process is in no way related to Servicer. If the second attempt by Servicer to cause my Financial Institution to draft from my Financial Institution Account fails, I will be responsible for paying the funds owed under this Agreement and my Loan documents immediately, and I may be automatically terminated from the Service. If three (3) separate debit processes are rejected by my Financial Institution on the first attempt by Servicer, I may be automatically terminated from the Service without further notice from Servicer. If I am terminated from the Service, I shall have no further rights under this Agreement, and Servicer shall have no further obligations under this Agreement. I will continue to be responsible for any fees or charges related to this Agreement for services rendered, and the fees or charges owed will be added to my Loan obligation.

4. How and When My Payments will be Applied: Servicer will apply fully scheduled payment amounts to my Loan account based upon the priority of payment/application provisions set forth in my Loan documents. PayPlan 12: Twelve (12) monthly drafts will occur and will be applied as twelve (12) scheduled payments. My scheduled draft date must be prior to the end of the late payment grace period set forth in my Loan documents. There is no transaction fee for this service.

5. What I Must Do if My Loan Becomes Delinquent: If my Loan becomes delinquent or I am otherwise in default, I will notify Servicer at the address set forth in Section 6 below and make any payments myself, by check or other method, to bring and keep my Loan current and my payments consistent with the Service's payment schedule. Servicer may attempt to cause my Financial Institution to debit my Financial Institution Account within a reasonable time in order to keep me current with the Service. I further understand and agree that electronic debits from my Financial Institution Account may cause other items submitted for payment, which are not related to the Service or my Loan, not to be paid. I agree that I am solely responsible for items not paid and that I accept responsibility for maintaining my financial affairs.

6. Nonpayment by My Financial Institution, Notification and Cancellation by Me or Servicer: I understand and agree that I will be charged an insufficient funds fee for each transaction that results in nonpayment from my Financial Institution Account, and that such nonpayment could result in a late payment fee under my Loan documents. The maximum insufficient funds fee amount that I will be charged is the maximum amount allowed by applicable law. I agree that Servicer may draft insufficient funds fees and late payment fees from my Financial Institution Account under this Agreement. If my Loan is delinquent or otherwise in default, automatic payment may not take place unless Servicer, in its sole discretion, allows the automatic payment. The Service may be cancelled, in Servicer's sole discretion, at any time, and may not be transferable, if the servicing of my Loan is sold or transferred to another loan servicer. To cancel the Service, I must deliver to Servicer a signed letter (which must include my Loan number) from me, or on my behalf, stating that I choose to cancel the Service and setting forth the last date for payment under the Service, at least five (5) days prior to the next scheduled draft. The letter must be delivered to Servicer at the following address: **Electronic Payment Systems, P.O. Box 21848, Greensboro, NC 27499-2018.** In the event my Financial Institution changes or an update to the current information is required to successfully draft from my Financial Institution Account, I agree to provide this information to Servicer at least ten (10) days in advance of any changes that would interrupt the Service.

7. My Loan Documents Remain Binding and Enforceable; Non-Assignability: I understand and agree that the Service does not modify the original terms and conditions of my Loan obligations. If I am planning to pay off my Loan and the draft date is within ten (10) days of my payoff date, I will notify Servicer at least ten (10) days in advance of the payoff date to have the Service cancelled. Failure to provide such notification to Servicer may result in excess funds being drafted from my Financial Institution Account. Payment in full of my loan will terminate Servicer's but not my, obligations under this Agreement. I hereby release and will indemnify Servicer for any and all losses, damages, claims, costs and expenses resulting from any party claiming that Servicer is not authorized to draft my Financial Institution Account as set forth in this Agreement. I understand and agree that I cannot assign this Agreement or my rights under this Agreement to another person or entity. Assignment by me to a third party will automatically terminate my rights, but not my obligations, under this Agreement.

8. Notice of Grievances; Attorney's Fees; Severability: I may not commence or join in to any judicial action against Servicer that arises from this Agreement or that alleges that the other party has breached any provision of, or any duty owed by reason of this Agreement, until I have notified Servicer (with such notice given in compliance with the requirements of this Agreement and my Loan documents) of such alleged breach and afforded Servicer a reasonable period after the giving of such notice to take corrective action. If applicable law provides a time period that must elapse before certain action can be taken, that time period will be deemed to be reasonable for the purposes of this paragraph. Should either party institute any action or proceeding to enforce any provision with respect to this Agreement, or for damages by reason of any alleged breach of any provision in this Agreement, the prevailing party shall recover his or its attorneys' fees, costs and expenses in connection with such action from the non-prevailing party. In the event any part of this Agreement cannot be carried out due to lack of enforceability under the law, all other provisions will remain valid.

9. Incorporated Documents to this Agreement; Knowledge and Consent: I understand that a payment schedule with respect to the Service may be sent to me once I am enrolled in the Service. The payment schedule is incorporated into and made a part of this Agreement. Unless provided otherwise by Servicer, the payment schedule is the only incorporated document to this Agreement, unless expressly set forth herein. Each party warrants and covenants that this Agreement constitutes the entire understanding and agreement of the parties with respect to this Service, and any and all prior agreements, understandings or representations, whether oral or written, with respect to this Service, or any other electronic payment services with Servicer or other parties with respect to my Loan, are merged into this Agreement. No representations, oral or otherwise, express or implied other than those contained in this Agreement have been made by either party. Each party acknowledges that it has read and understands this Agreement. I warrant and represent this Agreement is entered into voluntarily and without duress or undue influence. I acknowledge that I have been provided with a copy of this Agreement for my records. If I provided my authorization by telephone, I agree and acknowledge that this Agreement sets forth the Service terms to which I agree.

10. Servicer's Right to Modify or Cancel; Fees: Servicer reserves the right to cancel, modify, restrict, waive or terminate this Agreement or any aspect of this Agreement at its sole discretion, including but not limited to fees and charges, at any time upon sending written notice to me at my notice address under my Loan documents. I understand and agree that I may simply reject any offered change, restriction or modification by canceling the Service as set forth in Section 6 above at least five (5) business days prior to the next scheduled draft date. I further understand and agree that I have agreed to any change, restriction or modification, if I fail to timely cancel the Service with respect to the draft. **I understand and agree that no fees or charges will be refunded to me upon termination or cancelation, whether voluntary or involuntary.**