

**Mail completed form to:**

Liberty Bank for Savings
7111 W Foster Ave
Chicago IL 60656
or FAX to: xxxx.xxx.xxxx

AUTHORIZATION FOR DIRECT DEBIT OF FUNDS FOR LOAN PAYMENT

Check One Box:

☐ Initial Authorization☐ Change Authorization**LOAN ACCOUNT INFORMATION**

Name of Borrower: _____

Liberty Bank Mortgage Account Number: _____

Preferred day of Scheduled Monthly Payment:

☐ 1st☐ 2nd☐ 3rd☐ 4th☐ 5th

(choose one day)

☐ 6th☐ 7th☐ 8th☐ 9th☐ 10th

Effective Date of First Payment: _____

Scheduled Payment Amount:

\$ _____

Additional Amount Applied to Principal Each Month:

\$ _____ (optional)

Additional Amount Applied to Escrow Each Month:

\$ _____ (optional)

DIRECT DEBIT ACCOUNT INFORMATION

Bank Name: _____

Name on Account: _____

Account Type:

☐ Checking ☐ Savings (statement savings only)

Account Number: _____

Bank ABA Routing Number: _____

- Borrower acknowledges that borrower has read, understands and agrees to the terms and conditions of this authorization listed on next page.
- Borrower acknowledges receipt of an exact copy of this authorization and a copy of the Liberty Bank Electronic Funds Transfer Disclosure.
- Borrower represents and warrants that borrower is legally authorized to use the bank account entered on the Liberty Bank for Savings "Authorization for Direct Debit of Funds for Loan Payment" form and authorizes us to store that banking information for this service.

Signature of Borrower: _____

Date: _____

FOR BANK USE ONLY:

Employee Name: _____ Date: _____

Terms & Conditions

1. If the Note is executed by more than one borrower, this document may be executed by any one of the borrowers and will not relieve any of the borrowers from the obligation to repay the loan as required. Authorization must be received at least 3 business days prior to initial first payment effective date.
2. If the transfer amount is not received for any reason other than negligence by Liberty Bank, the loan will be considered delinquent according to the terms of the loan documents. Also, if the date of any transfer occurs on a non-business day, the transfer will be processed on the following business day. No notification of non-receipt of a transfer will be provided by Liberty Bank and late charges will be assessed according to the terms of the Note. Further, Liberty Bank may resubmit transfer requests in the event notification is received that funds are not forthcoming for the original transaction. The loan will be assessed a return fee for every item rejected. For third party financial institutions, in the event a payment is returned, a 2-3 business day delay may occur prior to resubmitting the transfer request. This delay combined with non-business day transactions may incur a late charge penalty in addition to a returned item fee.
3. (a) For loans **without** a corresponding escrow account maintained at Liberty Bank, the amount of each transfer is indicated above and will remain in effect until the earlier of the following events.
 - i. The loan is repaid in full.
 - ii. This document is revoked or amended by the undersigned in writing.
 - iii. An ARM Change Date occurs. If this document remains in effect at any ARM Change Date, the amount of each monthly transfer will be revised to reflect the newly calculated monthly payment based on the terms of the loan documents and any applicable additional amounts to principal.(b) For loans **with** a corresponding escrow account maintained at Liberty Bank, the amount of each transfer is indicated above and will remain in effect until the earlier of the following events.
 - i. The loan is repaid in full.
 - ii. This document is revoked or amended by the undersigned in writing.
 - iii. The next escrow analysis period begins. If this document remains in effect at the beginning of the next escrow analysis period or any subsequent escrow analysis period, the amount of each monthly transfer will be revised to reflect the newly calculated monthly payment based on the escrow analysis and any applicable additional amounts to principal.
 - iv. ARM Change Date occurs. If this document remains in effect at any ARM Change Date, the amount of each monthly transfer will be revised to reflect the newly calculated monthly payment based on the terms of the loan documents and any applicable additional amounts to principal.
4. Other than as indicated in Article 3 above, the amount of each transfer will not be altered based on any late payments, payments not made, payments not able to be processed under this document, amounts owed under the obligation in arrears or receipt of any legal process.
5. If a transfer amount varies under Article 3(b)(iii) of this document, the undersigned understands that the Escrow Analysis documents that are received from the Bank prior to the beginning of the next escrow analysis period will constitute appropriate notice of the variance in the regular payment amount under applicable Regulation.
6. If a transfer amount varies under Article 3(a)(iii) or Article 3(b)(iv) of this document, the undersigned understands that the "Rate/Payment Change Notice" received from the Bank prior to each respective Change Date will constitute appropriate notice of the variance in the regular payment amount under applicable Regulation.
7. This authorization binds the undersigned to the National Automated Clearing House Association (NACHA) Operating Rules and the undersigned agrees that transactions violating laws of the United States will not be initiated. Further, the undersigned agrees that the Bank is to follow NACHA Operating Rules in processing transactions under this authorization and in interpreting any issues that may arise.
8. The undersigned agrees that transactions prohibited or restricted by the Office of Foreign Assets Control (OFAC) or by any government or law enforcement agency under Bank Secrecy or Anti-Money Laundering-related Statutes may not be processed as indicated under this authorization.
9. Any revocation of this document and its terms will be processed within three business days. Transfers received prior to the revocation will be processed according to the terms in effect prior to revocation.
10. Preauthorized transfers may be revoked if three (3) items are returned within a 12 month period. You may re-apply for enrollment of the preauthorization after a period of 1 year has passed. Eligibility will be considered along with a 24 month loan payment history.



AUTHORIZATION FOR DIRECT DEBIT OF FUNDS FOR LOAN PAYMENT

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☐ Change Authorization

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(Choose one day) ☐ 6th

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10. Preauthorized transfers may be revoked if three (3) items are returned within a 12-month period. You may re-apply for enrollment of the preauthorization after a period of 1 year has passed. Eligibility will be considered along with a 24-month loan payment history.

ELECTRONIC FUND TRANSFER DISCLOSURE FOR ORIGINATING PREAUTHORIZED ELECTRONIC FUND TRANSFER DEBITS TO MAKE MONTHLY LOAN PAYMENTS

General Information

This Electronic Fund Transfer Disclosure (Disclosure) specifies the rights and responsibilities that you have regarding Electronic Fund Transfers for originating Preauthorized Electronic Fund Transfer Debits for withdrawing funds from a savings or checking account to make monthly payments toward a loan serviced by Liberty Bank for Savings.

The Electronic Fund Transfer services that are covered by this Disclosure include Preauthorized Electronic Fund Transfer Debits to make payments toward a loan serviced by Liberty Bank for Savings.

Access Device

There are no access devices associated with this Electronic Fund Transfer Service.

Your Liability

Tell us at once if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all of the money in your account.

If your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money had you told us in time.

If a good reason (i.e. a long trip or a hospital stay) keeps you from telling us, we will extend the time periods.

How to Notify Us

- Call 773.384.2030 Monday - Friday from 7:30 am to 6:00 pm and Saturdays from 8:00 am to 1:30 pm
- Write to: Liberty Bank for Savings, Attn: Retail Services. 2392 N. Milwaukee Ave Chicago IL 60647
- Visit one of our branch offices and report the circumstances

Business Days

Our business days are Monday thru Friday. Federal Holidays are not included.

Types of Available Transactions

Originating Preauthorized Electronic Fund Transfer Debits through the Automated Clearing House Network

You may use your savings account or checking account for originating Preauthorized Electronic Fund Transfer (EFT) Debits upon approval of the Bank for making your monthly loan payments toward a loan serviced by LibertyBank for Savings.

Transaction Limitations

The Bank reserves the right to block certain transactions that exhibit characteristics of fraud, potential fraud or that may violate Anti- Money Laundering-related law or regulation.

Fees

Liberty Bank imposes no fees for originating preauthorized electronic fund transfers.

We will Disclose Information to Third Parties About Your Account or the Transfers You Make

- When it is necessary for completing transfers, or
- In order to verify the existence and condition of your account for a third party in accordance with established procedures, or
- In order to comply with Government agency or court orders, or
- If you give us your written permission

CONTINUED ON NEXT PAGE

ELECTRONIC FUND TRANSFER DISCLOSURE (CONTINUED)

Documentation of Electronic Fund Transfers

If your loan requires issuance of monthly statements, a statement will be provided which will show any loan payments made through electronic fund transfers,

Revocation of a Preauthorized Transfer Originated by Liberty Bank

Any revocation must be received at least three business days prior to the date of processing. A transaction may be completed if the revocation is received less than three business days prior to the date of processing.

Notice of Varying Amounts

If Preauthorized Electronic Fund Transfer debits vary in amount from the previous transfer, the "Authorization for Direct Debit of Funds for Loan Payment" contains details regarding notification of the variance.

Liability Disclosure

If we do not complete an Electronic Fund Transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

There may be other exceptions stated in our agreement with you.

Error Resolution

In case of errors or questions about your Electronic Fund Transfers or if you think your statement is wrong or if you need more information about a transfer listed on the statement, we must hear from you no later than 60 days after we sent you the first statement on which the problem or error appeared.

- Call 773.384.2030 Monday - Friday from 7:30 am to 6:00 pm and Saturdays from 8:00 am to 1:30 pm
- Write to: Liberty Bank for Savings, Attn: Retail Services. 2392 N. Milwaukee Ave Chicago IL 60647
- Visit one of our branch offices and report the circumstances.
- Tell us your name and account number.
- Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts or foreign initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within 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 the documents we used in our investigation.

Amendment

We may amend this disclosure at any time. However, we will give you at least 21-days notice if any amendment results in greater costs or liability to you or otherwise reduces access to your accounts, unless an immediate change in terms or conditions is necessary to maintain or restore the security of the system or your account(s). This notice will be sent to the most recent postal or email address appearing on the records of the Bank.