

# Tower Mortgage Reduction Plan

## Enrollment Application and Automatic Debit Authorization

(For Office Use Only)  
**Enrollment #**

Tower Administrative Services Inc. Hereinafter referred to as "Administrator", and the individual(s) named below hereinafter referred to as "Client", hereby agree to the following: ENROLLMENT/PURPOSE: Client agrees to enroll in Administrator's Mortgage Reduction Plan (the "Plan") for the purpose of accelerating the amortization of Client's loan. The Administrator will provide the services described herein, under the terms and conditions outlined on both sides of this agreement in return for the service fees identified below and agreed hereto.

### CLIENT INFORMATION

				E-Mail Address _____
Borrower's Last Name (please print)	First Name	Middle Initial	Social Security # _____	
Co-Borrower's Last Name	First Name	Middle Initial	Social Security # _____	
Property Address	City	State	Zip	( ) Day Phone # _____
Mailing Address (if different from property address)	City	State	Zip	( ) Evening Phone # _____

### LENDER INFORMATION

Lender's Name	Department	Phone # _____	# _____ Mortgage Account # _____
Lender's Address	City	State	Zip

Original Loan Amount: \$ _____	Term: (Months) _____	Int. Rate: _____ %	Type Loan: <input type="checkbox"/> FIXED <input type="checkbox"/> VARIABLE
Pmt. Due Date: (Day of Month) _____	Grace Period: Days _____	Beginning (Circle) Middle _____	Debit Start Date: / / _____

Monthly Principal & Interest: \$ \_\_\_\_\_ Monthly Escrow Amount: \$ \_\_\_\_\_ TOTAL Monthly Payment: \$ \_\_\_\_\_

BI WEEKLY / SEMI MONTHLY DEBIT AMOUNT	
1) 1/2 Monthly Payment	\$ _____
2) Add'l Principal Pmt.	\$ _____
<b>Subtotal</b>	\$ _____
3) Processing Fee	\$ <u>3.50</u>
4) Enrollment Fee Debit	\$ _____
5) OTHER Debit Amt.*	\$ _____
6) Total Debit Amt.	\$ _____

FINANCIAL INSTITUTION DEBIT AUTHORIZATION	
Financial Institution Name: _____	
Address: _____	
City: _____	State: _____ Zip: _____
Phone #: ( ) _____	<input type="checkbox"/> Checking or <input type="checkbox"/> Savings Acct.
Routing #: _____	
Account #: _____	
Bi Weekly (every 14 Days)	<input type="checkbox"/> Schedule A or <input type="checkbox"/> Schedule B
Semi Monthly (5th & 20th)	<input type="checkbox"/>

\* (See # 17 on reverse side)

**I authorize a ONE TIME ONLY Double Debit of my account for TWICE the amount written on line # 6 above: Client Initials X \_\_\_\_\_**  
**There IS / IS NOT an automatic debit on my current mortgage loan. (Refer to #11 on back) Client Initials X \_\_\_\_\_**

**NOTE: VOIDED CHECK OR CODED DEPOSIT SLIP MUST BE ATTACHED! CALL CREDIT UNIONS TO VERIFY DRAFTABILITY**

Client and Administrator agree as follows: Upon receipt and acceptance of this application by Administrator, Client will receive an acknowledgment letter confirming that this application has been accepted and Client's account has been established. This document (front and back) shall then become a binding agreement.

Administrator will provide the Client with the following services: A withdrawal schedule showing the dates the funds are to be transferred from the Client's financial institution account and automatic payment of the Client's mortgage to the lender named above.

**IMPORTANT NOTICE TO CLIENT: IF YOU HAVE NOT RECEIVED FINAL VERIFICATION THAT YOUR ACCOUNT HAS BEEN ESTABLISHED FROM ADMINISTRATOR WITHIN 30 DAYS OF THE DATE THIS APPLICATION WAS MADE, PLEASE DO THE FOLLOWING: 1) CONTINUE TO MAKE YOUR MORTGAGE PAYMENTS. 2) CALL ADMINISTRATOR AT (800) 223-3531 AFTER YOU HAVE CHECKED WITH YOUR LOCAL PLAN REPRESENTATIVE.**

**RIGHT TO CANCEL:** You as the client have a right to cancel this transaction, without cost, within three (3) business days from the date you receive this notice of your right to cancel. The date is stated below and acknowledged by Client's signature. In the event of cancellation, any refund due Client for any enrollment fee or other charges paid to the Plan Representative shall be the sole responsibility of the Plan Representative and the Administrator shall not be responsible therefore.

**AUTHORIZATION FOR AUTOMATIC TRANSFER OF FUNDS**

I (we) hereby authorize the transfer of funds between the accounts held in the institutions listed above and at the frequency shown above, for the purpose of making payments in my (our) behalf. I (we) authorize the institutions named above to accept the debit or credit entries and to debit or credit the accounts shown. I (we) further authorize the release of mortgage information to Administrator for the purpose of status, maintenance, and ongoing service of my (our) loan referenced above. I (we) agree that the rights of the institutions named above in respect to each transfer of funds shall be the same as if the transfer were drawn on the institution and signed personally by me (us). This authority is to remain in effect until revoked by me (us) in writing, and until such notice is actually received I (we) agree that each institution shall be fully protected in honoring such transfers. I (we) further agree that if any transfer is dishonored, whether with or without cause and whether intentionally or inadvertently, the institutions named above shall be under no liability whatsoever even though it may result in the non-payment of my (our) loan payment.

I (we) agree to the terms and conditions as stated on both sides of this agreement and the automatic transfer of funds as stated above:

Client X \_\_\_\_\_ Date \_\_\_\_\_ Plan Rep. X \_\_\_\_\_ Date \_\_\_\_\_

Client X \_\_\_\_\_ Date \_\_\_\_\_ Rep. Code # \_\_\_\_\_ ( ) \_\_\_\_\_

## TERMS AND CONDITIONS

The Client and the Administrator agree as follows:

1. This Agreement shall remain in effect until (a) the Client's loan is paid in full; (b) the property subject to the mortgage is sold; or (c) the Agreement is terminated by either party by serving written notice of termination upon the other party at least 30 days prior to the designated termination date.
2. This Agreement may be terminated immediately by Administrator if for any reason a debit transfer from the Client's debit account cannot be made, including but not limited to; insufficient funds, stop payment order, or closure of the account. In this event, a service fee of \$20.00 will be debited to the Client's account identified on the reverse side of this Agreement. Client acknowledges that, in the event a debit transfer is unsuccessful for any reason, the mortgage payment will NOT be made until Client satisfies the unsuccessful debit and/or related service fees. The Client may be reinstated into the Plan by notifying Administrator in writing and by paying the service charge above. However, if the Administrator experiences multiple occurrences of unsuccessful debit transfer, it may, at its option, refuse to reinstate the Client into the Plan. Under these circumstances the Client would forfeit any right to a refund of any fees paid to the Administrator to date without release of Client's obligation on monies still owing to Administrator. Client further agrees any late fees assessed by the lender due to any debit transfer not being received by Administrator are the sole responsibility of the Client.
3. The Client acknowledges that this Agreement in no way releases the Client from any obligation under the Client's mortgage loan agreement with Lender and agrees to indemnify the Administrator and hold the Administrator and each of its officers, directors, shareholders, employees and sales representatives harmless from and against any and all liability, claims, costs, and expenses which any of them may suffer or incur arising out of or as a result of a breach of the Client's obligations hereunder or any of the following: (a) the Client's failure to fully comply with the Client's loan agreements with lender and its obligations thereunder; (b) the Client's failure to timely notify the Administrator of any changes to its loan agreements with lender; or (c) the Client's failure, whether intentional or not, to provide complete and accurate information to the Administrator regarding the loan. Client further agrees to hold the Administrator and its representatives harmless and to continue to assume responsibility for any loan penalties that might be incurred as a result of any event or circumstances that are outside of the Administrator's control.
4. It is the Client's responsibility to communicate to the Administrator in writing any changes in the loan that affect the monthly payment including, but not limited to, default notices; late fee notices; changes in the loan servicer or address of the loan servicer; changes in account number; changes in Monthly Payment; changes in impound or trust account payments; changes in interest rates; and, any addition to the existing loan principal other than contemplated herein. The Administrator requires (30) days prior written notice to effect such changes in its records, or Program interruptions may occur. All notices of such changes must (a) specifically set forth the nature of the change; (b) authorize the Administrator to initiate such change; (c) specify the implementation date; and (d) be sent to the Administrator pursuant to Section 14 hereunder. This written change must be received by the Administrator 30 days prior to the effective date of change. The Administrator agrees to make the appropriate changes, when properly notified in writing, to the transfer amounts required to make the Client's payment. **Payment of Funds Upon Termination.** Upon termination of this Agreement, the Administrator reserves the right to offset any amounts due from the Client from any funds held on behalf of the Client by the Administrator.
5. Client shall be entitled to at least 30 days written notice prior to any increase in the Processing Fee stated on the reverse side of this Agreement.
6. The Administrator agrees to refund all fees paid to it by the Client should the lender find the Plan to be in violation of its agreements with the Client. Such violations must be brought to the attention of the Administrator within 60 days after the date of this Agreement to qualify for a refund. Said violations must be verified by the Administrator and necessary refunds will be sent in a timely manner. Client agrees that no refund shall be due or payable for any reason except under specified provisions as stated above.
7. A record of each debit transferred from Client's account will be included as part of the Client's regular financial institution statement. Further, a record of each payment made by Administrator to the Client's lender would be retained by that lender and available to the Client.
8. Funds are transferred via the Federal Reserve System to and from a Trust Account maintained at JPMorgan Chase Bank, N.A., Chicago, Illinois (or such other financial institution selected by the Administrator which is a member of the Federal Reserve System). Client's funds are remitted to Client's lender once per month by check or by electronic funds transfer (EFT). Any interest generated as a result of collected funds residing in Administrator's account shall belong to Administrator and not credited to Client.
9. In the event funds are withdrawn in error from the Client's account, Client is entitled to an immediate reimbursement under Federal Reserve Regulation E. The Client may not however reverse a valid debit after the Administrator has paid the Client's loan from the Trust. Any such attempt to reverse the transfer will be considered a material breach of this Agreement and may constitute a criminal act resulting in prosecution of the Client. All transactions are protected under Federal Banking Laws. It is understood and agreed that the Client's financial institution is not responsible for any error in the amount of the transfer. If, for any reason, a late charge is incurred in the payment of the Client's loan through no fault of the Client, the Administrator will pay the late charge for the Client and write a letter of explanation to the Client's lender. It is, however, understood that the Client's lender will be given clear and concise instructions for processing any additional principal reduction. It will be the Client's responsibility to reconcile a lender's error in placement or application of funds.
10. The Client acknowledges that all information on the reverse side of this Agreement has been reviewed for accuracy and certifies that it is correct to the best of the Client's knowledge. The Client further acknowledges all calculations made by the Administrator or its Representatives are based on the data provided by the Client and hereby accepts sole responsibility for the accuracy of the information herein contained. Client further agrees to release Administrator from any liability for inaccuracies in the execution of the payment schedule, amortization schedule, or the withdrawals if such information supplied by the Client is found to be incorrect. Client also agrees to provide Administrator with written notice of any changes in Client's mailing address and/or phone number(s) within 30 days of the actual change.
11. In the event the Client currently holds a mortgage that has an existing debit account, it is the Client's responsibility to cancel said debit service. Client is advised that there may be a penalty for removing said debit service, such as but not limited to an increase in mortgage interest rate, loss of free checking or other benefits unknown to the Representative or Administrator.
12. The Client understands that mortgage interest savings equal to that stated by the Administrator and/or Representative can be achieved through voluntary advance principal payments made directly to the Client's lender and that the Client has retained the Administrator for this purpose.
13. The Administrator may assign this Agreement provided that at least 60 days prior written notice is given to the Client. This Agreement shall not be assigned by the Client without the written consent of the Administrator.
14. All notices hereunder shall be in writing and either personally delivered or directed by registered mail to the parties at the addresses appearing on the reverse side of this Agreement or to such other address as either party may designate by proper notice to the other party. Notices shall be deemed received 5 business days after being mailed.
15. In the event the Client's account balance with the Administrator becomes negative due to unpaid fees, revoked authorization to debit, or for any other reason, Client agrees to reimburse Administrator within 5 days after being notified of the account's negative status. Should the Client fail to do so and the account is sent to a Collection Agency for performance, the Client agrees to pay any and all related collection costs and reasonable attorney fees incurred by the Administrator.
16. In the event litigation arises from or relates to this Agreement, the parties hereto shall be governed by the laws of the Commonwealth of Pennsylvania. In the event of such litigation, the prevailing party shall be entitled to costs and reasonable attorney fees. Should a court of competent jurisdiction declare any provision of this Agreement invalid, such declaration shall not affect the remainder of this Agreement, in whole or in part.
17. Any debit amount written in #5 (**OTHER Debit Amt.**) on the reverse side of this Agreement is an additional amount included in the Client's regular automatic debit by Administrator. See attached addendum for an explanation of that particular amount.

By signing below you agree to all the terms and conditions within this document.

**Client X** \_\_\_\_\_ **Date** \_\_\_\_\_