

**AEGON USA Realty Advisors, LLC**  
**Commercial Mortgage Loan Servicing**  
**Automated Clearing House (ACH) Authorization**

(check one)

New Authorization     Change Authorization

Borrower Name: _____ _____ Borrower Address: _____ _____ _____	Mortgage Loan Number: _____
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Borrower hereby authorizes AEGON USA Realty Advisors, LLC, as Servicer for AXA Equitable Life Insurance Company, to initiate a single-entry ACH debit from the checking/savings account indicated below at the depository financial institution named below (collectively "Account Information") for the recurring scheduled mortgage payment amount as stated below which is due for the above referenced Mortgage Loan Number. If the recurring payment changes per the loan documents for any reason, such as the recast of escrow amounts, this authorization will be automatically amended to authorize the debit of an amount equal to the new recurring payment amount. ***Nothing contained in this agreement shall operate to amend or modify the Promissory Note associated with this Loan or any related loan documents. This authorization is further subject to the Terms and Conditions on the next page.***

<b>ACCOUNT INFORMATION:</b>	<b>Check one:</b> <input type="checkbox"/> <b>Checking</b> <input type="checkbox"/> <b>Savings</b>
Financial Institution Name: _____	
Street/ Branch: _____	
City/ State/ Zip: _____	
Bank Routing Number (ABA No.): _____	
Name as it appears on Account: _____	
Account Number: _____ <i>(Notify Servicer of any changes to Account Information)</i>	
Recurring Scheduled Mortgage Payment Amount: \$ _____ (Principal, Interest, and Escrow (if applicable))	
Desired start date for ACH service: _____ payment	
(Servicer must receive this authorization at least 7 calendar days prior to the desired start date for ACH service.)	

**Date of Draft** will be the **1<sup>st</sup> business day of the calendar month in which payment is due** ("Draft Date").

The authorization to debit your account will remain in full force and effect until (1) all amounts owed per the Loan are paid in full with the exception of the final payment or (2) Servicer receives a written notice of termination at least 30 days prior to the next scheduled Draft Date or in such manner and a time frame as to afford Servicer and its correspondent bank a reasonable opportunity to act upon it. This authorization may only be revoked in writing which must include the Mortgage Loan Number, Borrower Name, and Account Information with an authorized signature and mailed to the Servicer's address shown below. ***Borrower acknowledges that the origination of ACH transactions to their account must comply with the provisions of U.S. law.***

Account Holder Signature	Date
Print name and title	
Account Holder Signature	Date
Print name and title	
Borrower Signature	Date
Print name and title	

Please Sign and Date the Terms and Conditions Sheet Also

**Return this completed form with a voided check. If you do not have a voided check, provide a confirmation of the routing and account number from your bank on their letterhead.**

By mail to:  
 AEGON USA Realty Advisors, LLC  
 Attention: Mortgage Loan Servicing  
 4333 Edgewood Road NE  
 Cedar Rapids, Iowa 52499-5443

By email to:  
 INVDefaultAnalysts@AEGONUSA.com

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**TERMS AND CONDITIONS**

*The Automatic Clearing House (ACH) payment option for your scheduled loan payments is offered as a convenience to you without an additional charge to you. By using this service you are agreeing to the following terms and conditions:*

- *Servicer retains the right to terminate this service to you at any time, provided reasonable notice is given to you of the discontinuation of the ACH payment option.*
- *If your account is closed or has insufficient funds to which prohibit the Servicer from deducting the then-due loan payment from your checking/savings account (referred to as a “return of an ACH”), you will be liable for the costs and fees incurred by the Lender, Servicer, or charged to you. Upon return of an ACH to Servicer, you will be notified to make arrangements for an alternative payment, and you will be responsible for any applicable late fees. Two (2) returns of an ACH within a 12-month period may result in the termination of the ACH payment service.*
- *Servicer will act in a commercially reasonable manner in insuring that the correct amount is withdrawn from your account on the Draft Date. In the event of error on the part of Servicer, Servicer shall take all reasonable steps to correct such error, including crediting your account for any sums erroneously withdrawn or debiting your account for any underpayment. Such steps shall be your sole remedy against the Servicer or Lender and neither shall be liable for consequential damages.*
- *Nothing contained in the agreement shall operate to amend or modify the Promissory Note associated with this Loan or any related loan documents.*
- *Lender and Servicer acknowledge they are bound by NACHA Operating Rules governing ACH transactions.*

**I HAVE READ AND ACKNOWLEDGE THE FOREGOING TERMS AND CONDITIONS**

\_\_\_\_\_  
*Account Holder Signature*

*Date:* \_\_\_\_\_

\_\_\_\_\_  
*Account Holder Signature*

*Date:* \_\_\_\_\_

\_\_\_\_\_  
*Borrower Signature*

*Date:* \_\_\_\_\_