



**AUTHORIZATION AGREEMENT FOR  
AUTOMATED CLEARING HOUSE ("ACH") DEBITS  
(AUTOMATIC PAYMENT)**

Payee: M&T Bank

1. As used in this Authorization:

- A. "I", "me", "my" or "mine" mean or refer to each and every person signing this Authorization.
- B. "My deposit account" means \_\_\_\_\_ Checking \_\_\_\_\_ Savings Account Number \_\_\_\_\_ at my Depository Bank.
- C. "My Depository Bank" means the depository financial institution where my deposit account is held: (Please attach a voided check or deposit slip if encoded with your bank and account number)

**Bank ABA No.** \_\_\_\_\_

**Bank Name:** \_\_\_\_\_

**Branch:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_

**State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

- D. "My loan" means the loan which I obtained from M&T Bank on or about the date of this Authorization.

2. I authorize M&T Bank to initiate a debit entry ordering my Depository Bank to deduct my loan payment automatically from my deposit account each time a payment becomes due, without giving me any further notice. These dates are set forth in my Retail Installment Sales Contract.

3. I authorize my Depository Bank to debit such loan payments from my deposit account upon receipt of each debit entry from M&T Bank. I understand that my Depository Bank must be a member of the National Automated Clearing House Association ("NACHA"). Amounts deducted will be shown on my deposit account statement.

4. I understand that banks and ACH operators such as NACHA are entitled to rely on account and bank numbers as given by me and that I will be liable for any losses incurred by any person if I have given the wrong account number for my account or the wrong bank number (encoded on the front of my check) for my Depository Bank, and if as a result the wrong person's account should be debited for my loan payment. **I HAVE CHECKED THE ACCOUNT NUMBER AND THE BANK NUMBER WITH EXTRAORDINARY CARE. I am responsible for their accuracy even though I may have attached a sample check to this authorization.**

5. If the balance available for withdrawal from my deposit account is not enough to cover my loan payment on any payment due date, or if my Depository Bank returns, rejects or reverses the debit entry

to my account for any reason, I will still owe that loan payment; and M&T Bank may, at its option, treat this as a failure to make a loan payment. M&T Bank may then take any of the actions which my Retail Installment Sales Contracts permits it to take in the event I fail to make a payment. Additionally, M&T Bank may charge a returned item fee to my loan account. I understand that the amount of the fee will not exceed the maximum amount permitted by law.

6. M&T Bank may at any time and for any reason end this authorization or change the terms of this authorization after giving me reasonable notice.

7. This authorization will remain in full force and effect until M&T Bank and my Depository Bank have received written notification from me of its termination in such time and in such manner as to afford M&T Bank and my Depository Bank each a reasonable opportunity to act on it prior to charging my account. After my deposit account has been charged, I have the right to have the amount of an erroneous debit (for example, if my loan had been fully paid, or if by mistake a duplicate debit entry were transmitted) promptly credited to my deposit account by my Depository Bank, provided I send written notice of such erroneous debit entry to my Depository Bank within 15 days following issuance of the deposit account statement.

Date \_\_\_\_\_

Signed \_\_\_\_\_

Name \_\_\_\_\_

(If joint deposit account both owners must sign)

(Please print)

**FOR M&T BANK USE ONLY**

First payment date \_\_\_\_/\_\_\_\_/\_\_\_\_

Type of Payment: Monthly

Loan Account # \_\_\_\_\_

Principal and Interest Payment \$ \_\_\_\_\_

White: M&T Pink: Customer Yellow: Originator

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