

First National Bank Alaska
Collection Instructions

Dated: Account No.:
(check squares or fill in blanks only if applicable - do not alter form or refer to provisions of other documents)

To The First National Bank Alaska: The undersigned payer is obligated to pay money to the undersigned payee. You are instructed to receive and disburse it. Bank’s duties are determined from these instructions alone and without reference to other agreements, including deposited documents, regardless whether such other agreements differ from (as to parties or otherwise), or are more complete than, these instructions.

Our payment arrangement is of the: (Required)
“interest only” type, and its terms are stated in Exhibit C
“including interest” type, or “non-installment” type and its terms are stated below:
“plus interest” type (see note 1) and its terms are stated below:
Note 1. If this is a “plus interest” type of account, interest is due on the same day that an installment, regular or irregular, is due. Except to the extent that it has accrued, interest cannot be paid prior to its due date. Since money paid is first applied to interest accrued as of the date of the application, an installment cannot be satisfied unless the amount paid at least equals the installment plus accrued interest.

Terms (“including interest” type or “non-installment” type or “plus interest” type)

1. Beginning principal is \$
2. Annual interest rate is %; daily interest rate is 1/365 of that rate (see note 2).
3. Interest accrues from
4. There is no interest on interest.
5. Regular installment period is monthly quarterly semi-annually annually.
6. First regular installment is due on
7. Regular installments are due on the same day of the calendar month.
8. Regular installment amount is \$ (see note 3).
9. Irregular installments are as follows (if due on the same date as regular installment, it is in addition to regular installment):
Amount Due Date
\$
\$
\$
\$
\$
(not more than 5)
10. All unpaid principal and interest is due on (despite the schedule of installments if any).
11. There is a discount of \$ if all principal and interest is paid on or before
12. Any amount of money may be paid at any time.
13. Money paid is applied on the day that cash, check, or other item is received, or as soon thereafter as practicable.
14. Money paid satisfies installments in their scheduled order. Of installments not yet due, money paid satisfies an unlimited Number, or Unless checked below.
only one (and if that installment has been satisfied, none)
15. Money paid is applied to accrued interest and then to principal
There is a promissory note deposited herewith. Cancel the same when all principal and interest has been paid

Note 2. If interest rate changes during term, or if it floats after a certain date, state initial rate and attach Exhibit D.
Note 3. If regular installment amount changes during term, attach Exhibit D.

(Original signatures of all parties required. Type name and address below signature line)

s/ , Payer
Address
Address
Address
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s/ , Payee
Address
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s/ , Payer
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s/ , Payee
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Address

First National Bank Alaska
Date accepted: By: Rec’d \$:

Instructions control. Bank’s duties are determined from these instructions alone and without reference to other agreements, including a deposited promissory note, regardless whether such other agreements differ from (as to parties or otherwise) or are more complete than, these instructions.

Interpretation of instructions. These instructions are to be interpreted strictly.

Effective date. The effective date hereof is the date of acceptance of the account, or the first installment due date, or the date that money, if any, was paid (on the account) directly by payer to payee prior to acceptance, whichever is earliest. money received by bank prior to acceptance is deemed to be received on the date of acceptance.

Changes in fee schedule. Future changes by bank in its schedule of fees (basic and special) are applicable to fees that become due thereafter.

Annual fee. An annual fee is due and earned when each full or partial account year begins. The first account year begins on the effective date hereof.

Deduction for fees. Fees, and other claims in connection with the account, due from payer, may be deducted from money received, leaving the balance for application to interest and principal. Fees, and other claims in connection with the account due bank from payee, may be deducted from money otherwise available for disbursement.

Uncollected check. The amount of an uncollected check or other item is applied without waiting for collection, but disbursement may be delayed. If a check or other item is not collected and disbursement has occurred, bank may recover from payer or payee (or a security assignee).

Set-off. Fees and other claims in connection with the account, due bank from payer or payee or security assignee, may be set-off against any deposit account that the debtor has with the bank. Also, to secure the payment of such fees, and other claims due bank from payee, payee grants to bank a security interest in any promissory note deposited herewith.

Payments directly to payee. Bank is not required to apply to balances money paid by payer directly to payee. However, as to money so paid prior to acceptance of the account and reported in writing by payer and payee prior to acceptance, the bank will apply to balances.

Adjustment of balances. Upon written request from payer, payee, and security assignee, bank may, in its discretion, adjust balances to reflect money paid by payer directly to payee or assignee, forgiveness of debt, or other transaction.

Directions by payer as to application, etc., of money. Money received with directions to apply to interest and principal or allocate to installments in a manner inconsistent with the payment arrangement, or disburse in a manner inconsistent with disbursement instructions, will not be applied and will be remitted to the person who paid it.

Satisfaction of installments. For purposes of satisfaction of installments, a regular installment is considered to be scheduled before an irregular installment due on the same date. For purposes of a limitation on the number of future installments that money paid satisfies, regular and irregular installments due on the same date are considered to be one installment.

Substitution of payer. Bank is not required to recognize a substitute payer unless payer acknowledges the substitution in writing. However, without such acknowledgment, bank may recognize a person as a substitute for payer if it is reasonable to do so. The substitute payer must join in these instructions and acknowledge in writing that bank has no responsibility as to the validity of any transfer of property from payer to substitute payer.

Absolute transfer by payee. Bank is not required to recognize an absolute transferee of payee unless payee acknowledges the transfer in writing and transferee joins in these instructions. However, without such acknowledgment bank may recognize a person whom it reasonably determines to be the absolute transferee of payee.

Transfer by bank. Bank may assign its duties hereunder (and thereby be released from its duties) to any corporation regularly engaged in the business of providing, in Alaska, the service the bank is required to provide hereunder.

Termination by bank. Bank may terminate the account upon 30 days notice to payer and payee, without opportunity to cure, either if a delinquency continues for a period of one year, or if fees, or other claims in connection with the account, due bank remain unpaid for a period of 60 days, or if the account has been in existence for 30 years or longer.

Security assignment. Bank is not required to recognize a security assignee of payee if bank is notified of the assignment after the date of acceptance hereof. Among the terms and conditions of any such recognition are that the account cannot be terminated by notice from payer and payee unless all assignees join in the notice; where all payees have agreed, termination for delinquency is upon notice from the assignee only; only where fewer than all payees have assigned, termination for delinquency is by notice of the assignee and the non-assigning payees; and a priority assignee (first to notify bank) is the only assignee who can give notice of termination for delinquency.

Amendment. With the bank’s approval, instructions may be amended by the parties apparently affected.

Deposited promissory note. Bank is not required to determine (or consider) the effectiveness, correctness, validity, adequacy, or appropriateness, of any promissory note deposited.

Notice to bank. Bank is deemed to have notice only when notice is actually received at its Escrow Department office, which does not include any branch office of bank.

“No Balance” payment arrangement. References throughout these instructions to interest, principal, and payoff are in-applicable if the payment arrangement is of the “no balance” type. Instead of being applied to balances, money is directly allocated to installments.

Notice to payer upon termination for delinquency. Bank is not required to notify payer prior to termination for delinquency.

Claim against bank after termination. A claim against bank is unenforceable unless an action is commenced within 90 days after termination.

Bank’s liability. Bank’s failure to perform or fulfill the covenants or conditions hereof is not actionable unless it is willful or constitutes gross negligence.

Entire agreement. These instruction constitute the entire agreement between the parties. Bank has not made representations or assurances to payer or payee not stated herein.

Interpleader. If there is a dispute between or among any two or more other parties with respect to a duty of the bank, the bank may bring an interpleader action and recover its costs, including attorney fees.

Singular includes plural. Wherever the context requires, the singular includes the plural.

Multiple payer/payee. Where there is more than one payer (payee) notice to the prime payer (prime payee) is notice to all of them. The payer (payee) whose name appears first on these instructions is the prime payer (prime payee) unless bank is advised in writing by all payers (payees). Notice includes demand.

Electronic Funds Transfer. Disbursement will be governed by the rules of the Northwest Clearing House Associates then in effect. If a check or other item upon which EFT disbursement was based is not collected, you may recover from the undersigned by an adjusting debit entry, which you are hereby authorized to initiate in accordance with said rules. The undersigned will hold you harmless from, and will defend and indemnify you against, any and every claims or loss that may arise from your complying with this authorization. Acceptance of these instructions by The First National Bank Alaska is subject to acceptance of the EFT disbursement by the receiving financial institution. In accordance with the said rules, The First National Bank Alaska will send a pre-note test to the receiving financial institution, and if such test is accepted, these instructions will be implemented within 20 days of receipt. In the event the receiving financial institution will not accept the pre-note test, and upon notification to the undersigned, alternate written disbursement instructions will be provided.

Please initial here: Payer _____ Payer _____ Payee _____ Payee _____

For Title Company Use:
Prepared by: _____ Title Co: _____ on _____
Mailing Address: _____
Title Company Reference Number: _____

Disbursements will be governed by the rules of the Northwest Clearing House Association then in effect.

If a check or other item upon which EFT disbursement was based is not collected, you may recover from the undersigned by an adjusting debit entry, which you are hereby authorized to initiate in accordance with said rules.

The undersigned will hold you harmless from, and will defend and indemnify you against, any and every claim or loss that may arise from your complying with this authorization.

Acceptance of these instructions by The First National Bank Alaska is subject to acceptance of the EFT disbursement by the receiving financial institution. In accordance with the said rules, The First National Bank Alaska will send a pre-note test to the receiving financial institution, and if such test is accepted, these instructions will be implemented within 20 days of receipt. In the event the receiving financial institution will not accept the pre-note test, and upon notification to the undersigned, alternate written disbursement instructions will be provided

Please initial here: Payee _____ Payee _____ Payee _____ Payee _____