

**THIRTEENTH JUDICIAL CIRCUIT COURT
BOONE COUNTY, MISSOURI**

James E. Jackson and Minnie Jackson,

Plaintiff,

v.

Missouri Credit Union,

Defendant.

Case No. 18BA-CV00665

First Amended Petition

Plaintiff James E. Jackson and Minnie Jackson (the “Jacksons”) sue Defendant Missouri Credit Union (“MCU”):

Nature of Case

1. This is a consumer class action against MCU, and its predecessors or successors, seeking relief to redress an unlawful and deceptive pattern of wrongdoing followed by MCU regarding collection, enforcement, repossession and disposition of collateral, and collection of alleged deficiencies.

2. MCU wrongfully repossessed the Jacksons’ and numerous other Missouri consumers’ collateral because MCU or its predecessor either failed to send the right to cure notice required by § 408.554 (“Right to Cure Notices”) or sent defective Right to Cure Notices before repossession.

3. MCU’s form Right to Cure Notice is attached as **Exhibit A**.

4. MCU mailed the Jacksons and numerous other consumers a presale notice, which did not comply with the Uniform Commercial Code (“UCC”) adopted by each state.¹

¹ The Jacksons cite to the sections of the official text of the UCC. All 50 states have adopted the sections of the UCC, cited by the Jacksons, with no material variation that would affect the claims of the putative class members,

5. MCU's form presale notice is attached as **Exhibit B** ("Presale Notice").
6. MCU mailed the Jacksons and numerous other consumers a post-sale notice, which did not comply with the UCC.
7. MCU's form post-sale notice is attached as **Exhibit C** ("Post-sale Notice").
8. The Jacksons sue for themselves and all other similarly situated consumers. They seek actual damages not less than the statutory minimum provided for under the UCC, and such other further relief as this Court may deem appropriate.

Parties

9. James E. Jackson is a resident and citizen of Boone County, Missouri.
10. Minnie Jackson is a resident and citizen of Illinois.
11. MCU is a Missouri State chartered credit union with its principal place of business in Boone County, Missouri.
12. Two-thirds or more of the members of all proposed classes in the aggregate and MCU are citizens of Missouri.
13. All allegations of acts or omissions by MCU include, but are not limited to, acts and omissions of MCU's officers, directors, operators, managers, supervisors, employees, affiliates, subsidiaries, vice-principals, partners, agents, servants, and owners; and that such acts and omissions were made with MCU's express and/or implied authority, or were ratified or otherwise approved by MCU; or that such acts or omissions were made in the routine normal course and scope of their agency and employment as MCU's officers, directors, operators, managers, supervisors, employees, affiliates, subsidiaries, vice-principals, partners, agents, servants, and owners.

regardless of where the putative class member resides, the loan originated, or the repossession took place. Missouri adopted Article 9 of the UCC at § 400.9-101, *et seq.* Missouri's UCC adds the prefix of 400 to the statutory numbering scheme. For example, § 9-614 of the UCC is denominated § 400.9-614 in Missouri's statutes.

Jurisdiction and Venue

14. This is a civil case, so this Court has jurisdiction.

15. Venue is proper in this Court under § 508.010 because MCU is a resident of and may be found in Boone County, Missouri.

General Allegations

16. The Jacksons signed a consumer credit contract for the purchase of a 2013 Ford Fusion (“Property”). A copy of the consumer credit contract is attached as **Exhibit D**.

17. The Property was bought for use primarily for personal, family or household purposes.

18. The consumer credit contract was for the sale of a motor vehicle by a retail seller to a retail buyer on time under a retail installment contract for a time sale price payable in one or more deferred installments

19. The Jacksons and each class member were debtors or obligors in a consumer-goods transaction as those terms are defined under the UCC.

20. MCU involuntarily repossessed the Jacksons’ Property.

21. MCU never obtained the Jacksons’ written consent to repossess the Property.

22. MCU never obtained the written consent from the members of the Missouri Class (defined below) to repossess their property.

23. Neither the Jacksons nor any member of the Missouri Class voluntarily surrendered their property.

24. The Jacksons did not waive her right to notice of the consumer credit contract obligation’s acceleration.

25. No class member waived their right to notice of acceleration of the obligation in the consumer credit contract.

26. MCU never mailed the Jacksons notice of acceleration before taking possession of the Property.

27. MCU never mailed Class members notice of acceleration before taking possession of their property.

28. After the Jacksons was late in making a payment, MCU either failed to send a Right to Cure Notices or sent a Right to Cure Notice that was defective because it failed to comply with Section 408.554.

29. MCU attempted to accelerate the balance due on the Jacksons' consumer credit contract without giving the required Right to Cure Notices.

30. MCU or someone at MCU's direction took possession of the Property without giving the required Right to Cure Notices.

31. Under § 408.555, MCU or its predecessor wrongfully accelerated the Jacksons' and the Missouri Class's consumer credit contracts by failing to give the required notice before acceleration.

32. Under § 408.555, MCU wrongfully took possession of the Jacksons' and the Missouri Class collateral by failing to give the required notice before taking possession.

33. After taking possession, either involuntarily or voluntarily, of the Property, MCU mailed presale notices to the Jacksons and the classes, advising of MCU's intent to dispose of their property in purported compliance with the UCC.

34. The presale notices mailed to the Jacksons and the Class were not reasonable as required by § 9-611(b) because the Presale Notices were misleading and because the debt had not been properly accelerated.

35. The presale notices mailed to the Jacksons and the Missouri Class were not reasonable as required by § 9-611(b) because MCU wrongfully took possession of the Property, wrongfully accelerated the debt, and wrongfully sought to otherwise enforce its security interest.

36. MCU or someone at MCU's direction disposed of the Property ("Disposition") after mailing presale notices.

37. After Disposition, MCU or someone at MCU's direction mailed Post-Sale Notices to the Jacksons and the Class explaining how it calculated the deficiency.

38. MCU's Post-Sale Notices to the Jacksons and the Class failed to comply with § 9-616 because the notices, among other reasons:

a. Did not provide all the information, in the requisite order, as required by § 9-616(c)(3).

b. Misstated the aggregate amount of obligation (as required by § 9-616(c)(1)) and the amount of the deficiency (as required by §§ 9-616(a)(1)(A), (c)(6)) by including unpaid balances or interest that had not become due under § 408.553.

c. Did not state future debits, credits, charges, including additional credit services charges or interest, rebates, and expenses may affect the amount of the surplus or deficiency, as required by Section 9-616(a)(1)(C).

d. Future debits, credits, charges including additional credit services charges or interest, rebates, and expenses affected the amount of the surplus or deficiency for the Jacksons and the Class.

39. MCU's failure to provide a statutorily compliant post-sale notice is part of a pattern, or consistent with a practice, of noncompliance.

40. MCU sued the Jacksons and the Class without giving proper notice required by § 408.557.

41. MCU or someone at MCU's direction unlawfully collected or attempted to collect unpaid balances and interest that had not become due.

42. MCU or someone at MCU's direction has unlawfully collected or attempted to collect deficiency balances from the Jacksons and other consumers issued defective right to cure, presale and post-sale notices.

43. MCU or someone at MCU's direction has unlawfully collected or attempted to collect the time price differential, delinquency and collection charges from the Jacksons and other consumers issued defective right to cure, presale and post-sale notices.

44. MCU has maintained a practice and policy of reporting derogatory information regarding the class members to local consumer reporting agencies and the three national consumer credit reporting agencies: Equifax Credit Information Services, Inc., Experian, Inc., and TransUnion, LLC (collectively, "CRAs"), despite its failure to comply with the right to cure, presale and post-sale notice requirements.

45. The defective notices, and the reporting of false or inaccurate derogatory information on each class member's credit report harmed his or her credit worthiness, credit standing, credit capacity, character, and general reputation.

46. The defective notices, and the reporting of false or inaccurate derogatory information on each class member's credit reports were oral or written publication of material that defames, slanders or libels each class member.

47. The defective notices, and the reporting of false or inaccurate derogatory information on each class member's credit reports were oral or written publication of material that invaded each class member's privacy rights.

Class Allegations

48. The Jacksons sue for themselves and classes designated under Rules 52.08(a) and 52.08(b)(3) of the Missouri Rules of Civil Procedure to remedy the ongoing unfair, unlawful, or deceptive business practices alleged, and seek redress for all those persons harmed.

49. The Class comprises all persons ("Class") within the applicable statute of limitations:

- a. who are named as borrowers or buyers on a loan or financing agreement with MCU, assigned to MCU, or owned by MCU;
- b. whose loan or financing agreement was secured by collateral;
- c. whose collateral was repossessed, voluntarily or involuntarily; and
- d. whose collateral was disposed.

50. Alternatively, the Class comprises all persons ("Class") within the applicable statute of limitations:

- a. who MCU failed to send a presale notice;
- b. who MCU sent a presale notice substantially like the one attached as Exhibit B;
- c. who MCU failed to send a post-sale notice; or
- d. who MCU sent a post-sale notice substantially like the one attached as Exhibit C.

51. The Missouri Class comprises all Missouri citizens within the Class ("Missouri Class"):

- a. who obtained a Missouri Certificate of Title for a motor vehicle identifying MCU as the lienholder, or who are named as borrowers or buyers with a Missouri address on a loan or financing agreement with MCU, assigned to MCU or owned by MCU;
- b. whose loan or financing agreement was secured by a motor vehicle or other collateral;
- c. whose motor vehicle or other collateral was repossessed, involuntarily or voluntarily; and
- d. whose motor vehicle or other collateral was disposed.

52. Alternatively, the Missouri Class comprises all Missouri citizens within the Class (“Missouri Class”) who obtained a Missouri Certificate of Title for a motor vehicle identifying MCU as the lienholder, or who are named as borrowers or buyers with a Missouri address on a loan or financing agreement with MCU, assigned to MCU or owned by MCU; and:

- a. who MCU failed to send a presale notice;
- e. who MCU sent a presale notice identical or substantially like the one attached as Exhibit B;
- f. who MCU failed to send a post-sale notice; or
- g. who MCU sent a post-sale notice substantially like the one attached as Exhibit C.

53. Members of the classes are so numerous their individual joinder is impracticable. the Jacksons is informed and believes the proposed classes contains over 40 individuals. The classes are sufficiently numerous to make joinder impracticable, if not impossible. The precise number of class members is unknown.

54. MCU's Post-sale Notice mailed to the Jacksons failed to state that all debits, credits, charges, including additional credit services charges or interest, rebates, and expenses may affect the amount of the surplus or deficiency, as required by § 9-616.

55. There are questions of law and fact common to the classes, predominate over any issues involving individual class members.

56. MCU mailed the same or substantially similar right to cure notice to each Missouri Class member that it mailed to the Jacksons. Each right to cure notice failed to provide the exact language required by § 408.554.

57. MCU mailed the same or substantially similar post-sale notice to each Class member that it mailed to the Jacksons.

58. The legal questions common to the Jacksons and each Class member are:

- a. Whether the post-sale notice fails to comply with the UCC by not having accurate information in the requisite order.
- b. Whether § 408.553 precludes interest from accruing after default until a judgment is obtained, and if so, whether the post-sale notices are defective by including or discussing interest MCU was precluded from charging.
- c. Whether the post-sale notice complies with § 9-616.

59. The legal questions common to the Jacksons and each Missouri Class member are:

- a. The same common questions for the Class; and
- b. Whether the right to cure notice failed to comply with § 408.554 by not including the exact language required by § 408.554, and if so, whether the presale and post-sale notices are defective because MCU was precluding from accelerating, taking possession, or otherwise enforcing its security interest.

60. The Jacksons' claims are typical of the claims of the classes.
61. The Jacksons' claims are based on the same factual and legal theories as the classes' claims.
62. The Jacksons and the classes' rights derive from written, form contracts and documents.
63. The violation alleged by the Jacksons and the classes derives from written, form presale and post-sale notices that fail to comply with the UCC and Right to Cure Notices that fail to comply with § 408.554.
64. The Jacksons and each member of the classes were damaged and are entitled to recover actual damages not less than the minimum damages provided by the UCC due to MCU's failure to provide proper right to cure, presale and post-sale notices.
65. The Jacksons will fairly and adequately represent and protect the interests of the classes.
66. The Jacksons has no interests antagonistic to those of the classes.
67. The Jacksons' counsel is competent and experienced in consumer and class litigation.
68. The Jacksons and all class members have an interest in determining the adequacy of the right to cure, presale, and post-sale notices mailed by MCU and to recover damages due to the statutorily defective notices.
69. The questions of law or fact common to the classes predominate over any questions affecting only individual members.
70. The Jacksons and each member of the classes will rely on the same basic evidence (i.e., the form right to cure, presale, and post-sale notices).

71. Determining the deficiency of the right to cure, presale, and post-sale notices resolves each class member's claims because each notice sent to the classes suffers from at least one of the same deficiencies as the Jacksons' notices.

72. A class action is superior to other available methods for the fair and efficient adjudication of this controversy.

73. The class members are consumer debtors, who likely cannot locate or afford to hire lawyers.

74. Most class members are probably unaware their rights and law have been violated.

75. If each class member was forced to sue individually, it would burden judicial resources and would create the risk of multiple inconsistent results for similarly situated parties.

76. Concentrating the litigation of the Jacksons' and the class members' claims in this forum is also desirable and logical given the predominance of common questions of law and fact alleged above.

77. The class should be certified under Missouri Supreme Rule 52.08(b)(3), as the superior method for the fair and efficient adjudication of this controversy.

78. The Jacksons seek a declaration that the form of right to cure, presale, and post-sale notices used by MCU fail to comply with the law.

Count I – Class's Claim

79. The Jacksons repeats the allegations set forth above as if set forth in Count I.

80. MCU violated the UCC by failing to provide the presale notice in the form and manner required under the UCC before disposing of collateral secured by loans entered by, assigned to, or owned by Plaintiff.

81. MCU did not properly complete the form of notification provided in § 9-614(3) of the UCC when sending presale notices to the Jacksons and the Class.

82. MCU's presale notices to the Jacksons and the Class included additional language or content not authorized or allowed by law, rendering the presale notices misleading or unreasonable in violation of §§ 9-611 and 9-614 of the UCC.

83. As required under § 9-611 of the UCC, MCU failed to provide "reasonable authenticated notice of disposition" to the Jacksons and the Class.

84. MCU did not send post-sale notices, or any other explanation or writing, to the Jacksons and the Class providing all the information, in the requisite order, as required by § 9-616 of the UCC.

85. MCU's failure to provide a statutorily compliant post-sale notice is part of a pattern, or consistent with a practice, of noncompliance because MCU sent the same noncompliant post-sale notice to the Jacksons and the Class.

86. As a direct and proximate result of failure to comply with the requirements of Subchapter 6 of Article 9 of the UCC, the Jacksons and the Class suffered actual damages not less than the minimum damages provided by § 9-625(c)(2), including:

- a. loss of use of tangible property and cost of alternative transportation;
- b. loss resulting from the inability to obtain, or increased costs of, alternative financing;
- c. harm to credit worthiness, credit standing, credit capacity, character, and general reputation;
- d. harm caused by defamation, slander, and libel;
- e. harm caused by invasion of privacy; and
- f. other uncertain and hard-to-quantify actual damages.

Count II – Missouri Class's Claim

87. The Jacksons repeats the allegations set forth above as if set forth in Count II.

88. Section 408.555 prohibits MCU from accelerating the maturity of the unpaid balance, taking possession of the collateral or otherwise enforcing its security interest until the notice required by § 408.554 is given.

89. MCU or its predecessor failed to give the Jacksons and the Missouri Class the notice required by section 408.554 before it accelerated the maturity of the unpaid balances under the consumer contracts.

90. MCU or its predecessor failed to give the Jacksons and the Missouri Class the notice required by section 408.554 before it took possession, involuntarily or voluntarily, of the collateral secured by the consumer credit contracts.

91. MCU or its predecessor wrongfully accelerated the maturity of the unpaid balances under the consumer contracts.

92. MCU wrongfully took possession of the collateral secured by the consumer credit contracts and deprived the Jacksons and the Missouri Class the loss of use of tangible property.

93. As a direct and proximate result of MCU's wrongfully accelerating and taking possession, the Jacksons and the Missouri Class suffered actual damages not less than the minimum damages provided by § 9-625(c)(2) of the UCC, including:

- a. loss of use of tangible property and cost of alternative transportation;
- b. loss resulting from the inability to obtain, or increased costs of, alternative financing;
- c. the surplus after disposition of the collateral that would be equal to the proceeds of disposition less the unaccelerated balance due on the consumer loan contracts and less any wrongfully charged interest;

d. all monies paid to MCU by the Jacksons and the Missouri Class for the time price differential and delinquency and collection charges on the consumer credit contracts;

e. harm to credit worthiness, credit standing, credit capacity, character, and general reputation;

f. harm caused by defamation, slander and libel;

g. harm caused by invasion of privacy; and

h. other uncertain and hard-to-quantify actual damages.

94. The notices given by MCU or its predecessor were given based on MCU's own understanding of the law or based on the representations of others on which MCU reasonably relied.

95. MCU or its predecessor did not intend to give notices to any persons violating § 408.554.

96. MCU or its predecessors did not intend to wrongfully repossess or take possession of collateral secured by the consumer credit contracts because it believed it or its predecessor complied with § 408.554 before it repossessed the collateral.

97. MCU did not intend to injure the Jacksons and the Missouri Class or violate § 408.554 and 408.555.

98. MCU's notices contained negligent misrepresentations.

99. MCU's or its predecessor's failure to provide a notice sufficient under §§ 408.554 and 408.555 before acceleration and repossession is a violation of § 365.145.

100. MCU's wrongful repossession of the collateral secured by the consumer contracts renders the presale notices unreasonable and misleading in violation of §§ 400.9-611 and 400.9-614.

101. MCU's wrongful acceleration of the maturity of the unpaid balances under the consumer contracts renders the post-sale notices unreasonable and misleading in violation of § 400.9-616 because, among other reasons, it misstates the deficiency balances owed by including unpaid balances that had not become due without acceleration.

102. MCU's failure to provide a statutorily compliant post-sale notice is part of a pattern, or consistent with a practice, of noncompliance.

103. MCU's failure to provide notices sufficient under §§ 400.9-611, 400.9-614 and 400.9-616 of the UCC before commencing its claim for a deficiency judgment violates sections §§ 408.556, 408.557, and 365.145.

104. Under § 365.150.2, MCU's violation of § 365.145 requires it return any time price differential, delinquency or collection charge on the consumer credit contracts that it collected from the Jacksons and the Missouri Class.

105. The Jacksons and the Missouri Class are entitled to attorney's fees under § 408.562.

106. The Jacksons and the Missouri Class are entitled to punitive damages for MCU's negligence under § 408.562.

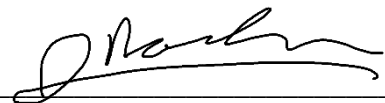
Prayer for Relief

The Jacksons pray this Court certify the classes and enter a judgment for the Jacksons and the classes against MCU:

- a. awarding actual damages not less than the minimum damages provided by § 9-625(c)(2);
- b. awarding the Jacksons and the classes damages equal to the amount of any judgment wrongfully obtained by MCU;
- c. statutory damages of \$500 for each defective post-sale notice mailed;
- d. punitive damages;

- e. prejudgment and post-judgment interest;
- f. attorney's fees;
- g. a preliminary and permanent injunction enjoining MCU from engaging in the practices alleged, including without limitation, enjoining MCU from collecting deficiency judgments, time price differential, delinquency and collection charges from the Jacksons and the classes;
- h. a mandatory injunction compelling MCU to return any money collected for deficiency judgments, time price differential, delinquency and collection charges from the Jacksons and the classes;
- i. a mandatory injunction compelling MCU to remove any adverse credit information wrongfully reported on the Jacksons' and the classes' consumer credit reports;
- j. a declaration that the right to cure, presale, and post-sale notices mailed by MCU to the Jacksons and the classes fail to comport with the statutory requirements; and
- k. for such other and further relief as this Court deems just and proper.

ONDERLAW, LLC

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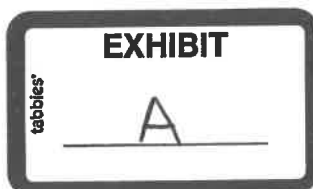
Attorneys for Plaintiffs

Certificate of Service

I certify on May 2, 2018, the foregoing was filed electronically with the Clerk of the Court to be served by operation of the Court's electronic filing system upon all attorneys of record.

A handwritten signature in black ink, appearing to read "J. Nothman", is written over a horizontal line.

17BA-CV01509



May 16, 2016

JAMES JACKSON
701 BON-GOR COURT
COLUMBIA, MO 65202

FIRST NOTICE OF RIGHT TO CURE DEFAULT

Account Information:

Account Number	*****666-0020	Payoff Amount	\$20,179.26
Loan Amount	\$20,795.59	Payoff as of	05/16/2016
Date of Loan	12/21/2015	Past Due Amount	\$325.19
Payment Amount	\$327.73	Last Day for Payment	06/05/2016
Frequency	Monthly		

Collateral Information:

Year/Make/Model **2013 FORD FUSION**
VIN **3FA6P0G7XDR102927**
Any and all shares and collateral held

Dear **James Jackson:**

You are late in making your payment(s). If you pay the Current Due Amount (above) by the Last Day for Payment (above), you may continue with the contract as though you were not late. If you do not pay by that date, we may exercise our rights under the law. If you voluntarily surrender possession of the specified collateral, you could still owe additional money after the money received from the sale of the collateral is deducted from the total amount you owe.

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

If you have paid the amount due since the generation of this notice, you do not need to contact us.

Sincerely,

Shelly D Rogers
Collection Officer

PO BOX 1795 • COLUMBIA MO 65205-1795 • missouricu.org
573.874.1477 Columbia • 573.635.8007 Jefferson City • 800.451.1477 Toll-Free (Outside of Columbia and Jefferson City only)
573.874.1300 Fax • 573.817.5445 TTY/TDD



May 16, 2016

MINNIE JACKSON
13151 2ND AVE
CAIRO, IL 62914

FIRST NOTICE OF RIGHT TO CURE DEFAULT

Account Information:

Account Number	*****666-0020	Payoff Amount	\$20,179.26
Loan Amount	\$20,795.59	Payoff as of	05/16/2016
Date of Loan	12/21/2015	Past Due Amount	\$325.19
Payment Amount	\$327.73	Last Day for Payment	06/05/2016
Frequency	Monthly		

Collateral Information:

Year/Make/Model **2013 FORD FUSION**
 VIN **3FA6P0G7XDR102927**
Any and all shares and collateral held

Dear **Minnie Jackson:**

You are late in making your payment(s). If you pay the Current Due Amount (above) by the Last Day for Payment (above), you may continue with the contract as though you were not late. If you do not pay by that date, we may exercise our rights under the law. If you voluntarily surrender possession of the specified collateral, you could still owe additional money after the money received from the sale of the collateral is deducted from the total amount you owe.

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

If you have paid the amount due since the generation of this notice, you do not need to contact us.

Sincerely,

Shelly D Rogers
Collection Officer

PO BOX 1795 • COLUMBIA MO 65205-1795 • missouricu.org
 573.874.1477 Columbia • 573.635.8007 Jefferson City • 800.451.1477 Toll-Free (Outside of Columbia and Jefferson City only)
 573.874.1300 Fax • 573.817.5445 TTY/TDD



June 15, 2016

**JAMES JACKSON
701 BON-GOR COURT
COLUMBIA, MO 65202**

SECOND NOTICE OF RIGHT TO CURE DEFAULT

Account Information:

Account Number	*****666-0020	Payoff Amount	\$19,918.10
Loan Amount	\$20,795.59	Payoff as of	06/15/2016
Date of Loan	12/21/2015	Amount Now Due	\$307.92
Payment Amount	\$327.73	Last Day for Payment	07/05/2016
Frequency	Monthly		

Collateral Information:

Year/Make/Model **2013 FORD FUSION**
VIN **3FA6P0G7XDR102927**
Any and all shares and collateral held

Dear **James Jackson:**

You are late in making your payment(s). If you pay the Amount Now Due (above) by the Last Day for Payment (above), you may continue with the contract as though you were not late. If you do not pay by that date, we may exercise our rights under the law. If you voluntarily surrender possession of the specified collateral, you could still owe additional money after the money received from the sale of the collateral is deducted from the total amount you owe.

If you are late again in making further payments, you will have no right to cure and you will not receive another notice like this.

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

If you have paid the amount due since the generation of this notice, you do not need to contact us.

Sincerely,

**Shelly D Rogers
Collection Officer**



June 15, 2016

**MINNIE JACKSON
13151 2ND AVE
CAIRO, IL 62914**

SECOND NOTICE OF RIGHT TO CURE DEFAULT

Account Information:

Account Number	*****666-0020	Payoff Amount	\$19,918.10
Loan Amount	\$20,795.59	Payoff as of	06/15/2016
Date of Loan	12/21/2015	Amount Now Due	\$307.92
Payment Amount	\$327.73	Last Day for Payment	07/05/2016
Frequency	Monthly		

Collateral Information:

**Year/Make/Model 2013 FORD FUSION
VIN 3FA6P0G7XDR102927
Any and all shares and collateral held**

Dear Minnie Jackson:

You are late in making your payment(s). If you pay the Amount Now Due (above) by the Last Day for Payment (above), you may continue with the contract as though you were not late. If you do not pay by that date, we may exercise our rights under the law. If you voluntarily surrender possession of the specified collateral, you could still owe additional money after the money received from the sale of the collateral is deducted from the total amount you owe.

If you are late again in making further payments, you will have no right to cure and you will not receive another notice like this.

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

If you have paid the amount due since the generation of this notice, you do not need to contact us.

Sincerely,

**Shelly D Rogers
Collection Officer**

17BA-CV01509



December 5, 2016

JAMES JACKSON
701 W BON GOR CT
COLUMBIA, MO 65202-9107

**RE: NOTICE OF MISSOURI CREDIT UNION'S PLAN TO SELL PROPERTY
PURSUANT TO STATUTE 400.9-616RSMo
Account: XXX- 0143666
(2013 FORD FUSION) (3FA6P0G7XDR102927)**

Dear JAMES,

We have the above referenced vehicle because you broke promises in our agreement. It is our intention to file for a repossessed title and dispose of the collateral as follows: we will sell the vehicle at a private sale after (12/25/2016). A sale could include a lease or a license.

The money that we get from the sale (after paying our costs) will reduce the amount you owe. If we get less money than you owe, then you still owe us the difference. If we get more money than you owe, then you will get the extra money unless we must pay it to someone else.

You can get your vehicle back at any time before we sell it by paying us the full amount you owe. This amount includes our expenses and not just the past due payments. To find out the exact amount you must pay, please call us at (573) 874-1477.

If you prefer, you can request a written explanation of how we figured the amount you owe and get more information about the sale by calling or writing us at PO Box 1795, Columbia, MO 65205.

We also are sending this notice to other people who have an interest in the vehicle or who owe money under your agreement.

Sincerely,

SHELLY D ROGERS
Collections Department
Missouri Credit Union

CC: Minnie Jackson

Rev: 6/2015



December 5, 2016

MINNIE JACKSON
13151 2ND AVE
CAIRO, IL 62914-3033

**RE: NOTICE OF MISSOURI CREDIT UNION'S PLAN TO SELL PROPERTY
PURSUANT TO STATUTE 400.9-616RSMo
Account: XXX- 0143666
(2013 FORD FUSION) (3FA6P0G7XDR102927)**

Dear MINNIE,

We have the above referenced vehicle because you broke promises in our agreement. It is our intention to file for a repossessed title and dispose of the collateral as follows: we will sell the vehicle at a private sale after (12/25/2016). A sale could include a lease or a license.

The money that we get from the sale (after paying our costs) will reduce the amount you owe. If we get less money than you owe, then you still owe us the difference. If we get more money than you owe, then you will get the extra money unless we must pay it to someone else.

You can get your vehicle back at any time before we sell it by paying us the full amount you owe. This amount includes our expenses and not just the past due payments. To find out the exact amount you must pay, please call us at (573) 874-1477.

If you prefer, you can request a written explanation of how we figured the amount you owe and get more information about the sale by calling or writing us at PO Box 1795, Columbia, MO 65205.

We also are sending this notice to other people who have an interest in the vehicle or who owe money under your agreement.

Sincerely,

SHELLY D ROGERS
Collections Department
Missouri Credit Union

CC: James Jackson
Rev: 6/2015

17BA-CV01509



February 1, 2017

MINNIE JACKSON

13151 2ND AVE

CAIRO, IL 62914-3033

**RE: NOTICE OF SALE OF COLLATERAL AND DEFICIENCY DUE
 PURSUANT TO STATUTE 400.9-616RSMo
 2013 FORD FUSION**

Dear MINNIE,

Since you defaulted on your loan, we repossessed the above referenced vehicle and secured the loan. Missouri Credit Union sold this collateral on -01/27/2017.

The deficiency (surplus) is \$ 10,024.88. Here is how we calculated it.

Total Amount due at the time of repossession	\$ <u>18,949.63</u>
Less Refund of Unearned Interest	\$ <u>0.00</u>
Less Unearned Credit Insurance	\$ <u>0.00</u>
Net Amount Due Lender Prior to Sale	\$ <u>18,949.63</u>
Less Proceeds of the Sale	\$ <u>9,100.00</u>
Net Amount Due to Lender After the Sale	\$ <u>9,849.63</u>
Expenses of Sale	
Repossession Charge	\$ <u>0.00</u>
Storage Charges	\$ <u>0.00</u>
Preparation for Sale	\$ <u>75.25</u>
Repairs	\$ <u>0.00</u>
Other (describe) Sale Fee	\$ <u>100.00</u>
Total Expenses	\$ <u>175.25</u>
Net Amount Due to Lender After the Sale	
Plus Total Expenses = Deficiency (Surplus)	\$ <u>10,024.88</u>

If the sales resulted in a deficiency balance, interest will continue to accrue on that balance at a rate of \$ 1.15 per day until the loan is paid in full. If you have any questions or need additional information please call or write us as shown below.

Sincerely,

SHELLY D ROGERS
 Collections Department
 Missouri Credit Union



February 1, 2017

JAMES JACKSON

701 W BON GOR CT
 COLUMBIA, MO 65202-9107

**RE: NOTICE OF SALE OF COLLATERAL AND DEFICIENCY DUE
 PURSUANT TO STATUTE 400.9-616RSMo
 2013 FORD FUSION**

Dear JAMES,

Since you defaulted on your loan, we repossessed the above referenced vehicle and secured the loan. Missouri Credit Union sold this collateral on 01/27/2017.

The deficiency (surplus) is \$ 10,024.88. Here is how we calculated it.

Total Amount due at the time of repossession	\$ <u>18,949.63</u>
Less Refund of Unearned Interest	\$ <u>0.00</u>
Less Unearned Credit Insurance	\$ <u>0.00</u>
Net Amount Due Lender Prior to Sale	\$ <u>18,949.63</u>
Less Proceeds of the Sale	\$ <u>9,100.00</u>
Net Amount Due to Lender After the Sale	\$ <u>9,849.63</u>
Expenses of Sale	
Repossession Charge	\$ <u>0.00</u>
Storage Charges	\$ <u>0.00</u>
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Total Expenses	\$ <u>175.25</u>
Net Amount Due to Lender After the Sale	
Plus Total Expenses = Deficiency (Surplus)	\$ <u>10,024.88</u>

If the sales resulted in a deficiency balance, interest will continue to accrue on that balance at a rate of \$ 1.15 per day until the loan is paid in full. If you have any questions or need additional information please call or write us as shown below.

Sincerely,

SHELLY D ROGERS
 Collections Department
 Missouri Credit Union

EXHIBIT

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D

RETAIL INSTALLMENT SALE CONTRACT
SIMPLE FINANCE CHARGE

17BA-CV01509

Dealer Number

Contract Number

143466-80

Buyer Name and Address (Including County and Zip Code) JAMES E JACKSON 701 BON-GOR CT COLUMBIA MO 65202 BOONE	Co-Buyer Name and Address (Including County and Zip Code) MINNIE JACKSON 13151 2ND AVE CAIRO IL 62914	Seller-Creditor (Name and Address) JOE MACHENS NISSAN 201 NEBRASKA AVE COLUMBIA MO 65203
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
USED	2013	FORD FUSION	28860	3FA6P0G7XDR102927	Personal, family, or household unless otherwise indicated below <input type="checkbox"/> business <input type="checkbox"/> agricultural <input type="checkbox"/> N/A

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of
4.19 %	\$ 2800.97	\$ 20795.59	\$ 23596.56	\$ 23596.56

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
72	327.73	Monthly beginning 01/31/2016
N/A	N/A	N/A

Or As Follows: N/A

Late Charge. If a payment is not received in full within 15 days after it is due, you will pay a late charge of 5% of the part of the payment that is late. If the payment due is \$25 or less, the maximum late charge will be \$5. Otherwise, the maximum charge will be \$25 and the minimum charge will be \$10.

Prepayment. If you pay off all your debt early, you will not have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the Insurance you want and sign below:

Optional Credit Insurance

☒ Credit Life: ☒ Buyer ☐ Co-Buyer ☐ Both
☐ Credit Disability: ☐ Buyer ☐ Co-Buyer ☐ Both

Premium:

Credit Life \$ 784.09

Credit Disability \$ N/A

Insurance Company Name

CENTRAL STATES - (JOE MAC

Home Office Address PO BOX 34350

OMAHA NE 68134

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

Other Optional Insurance

☐ N/A Type of Insurance N/A Term

Premium \$ N/A

Insurance Company Name N/A

N/A

Home Office Address N/A

N/A

☐ N/A Type of Insurance N/A Term

Premium \$ N/A

Insurance Company Name N/A

N/A

Home Office Address N/A

N/A

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.

ITEMIZATION OF AMOUNT FINANCED

1 Cash Sale Price

Vehicle Cash Price (including \$ N/A sales tax) \$ 16895.00

Administrative Fee \$ 99.00

AN ADMINISTRATIVE FEE IS NOT AN OFFICIAL FEE AND IS NOT REQUIRED BY LAW BUT MAY BE CHARGED BY A DEALER. THIS ADMINISTRATIVE FEE MAY RESULT IN A PROFIT TO DEALER. NO PORTION OF THIS ADMINISTRATIVE FEE IS FOR THE DRAFTING, PREPARATION, OR COMPLETION OF DOCUMENTS OR THE PROVIDING OF LEGAL ADVICE. THIS NOTICE IS REQUIRED BY LAW.

Other N/A \$ N/A

Other N/A \$ N/A

Other N/A \$ N/A

Total Cash Sale Price \$ 16994.00 (1)

2 Total Downpayment =

Trade-in N/A (Year) (Make) (Model)

Gross Trade-In Allowance \$ N/A

Less Pay Off Made By Seller \$ N/A

Equals Net Trade In \$ N/A

+ Cash \$ N/A

+ Other N/A \$ N/A

(If total downpayment is negative, enter "0" and see 4H below) \$ N/A (2)

3 Unpaid Balance of Cash Price (1 minus 2)

\$ 16994.00 (3)

4 Other Charges Including Amounts Paid to Others on Your Behalf

(Seller may keep part of these amounts):

A Cost of Optional Credit Insurance

Paid to Insurance Company or Companies.

Life \$ 784.09

Disability \$ N/A \$ 784.09

B Other Optional Insurance Paid to Insurance Company or Companies

\$ N/A

C Official Fees Paid to Government Agencies

to N/A for N/A \$ N/A

to N/A for N/A \$ N/A

to N/A for N/A \$ N/A

D Optional Gap Contract GAPWISE

\$ 500.00

E Government Taxes Not Included in Cash Price

\$ N/A

F Government License and/or Registration Fees

TEMP TAG \$5.00 / NOTICE OF LIENS \$2.50 \$ 7.50

G Government Certificate of Title Fees

\$ N/A

H Other Charges (Seller must identify who is paid and describe purpose.)

to N/A for Prior Credit or Lease Balance \$ N/A

to CNA WRAP PLUS for CNA W 50MD/100000MI \$ 2510.00

to N/A for N/A \$ N/A

to N/A for N/A \$ N/A

to N/A for N/A \$ N/A

to N/A for N/A \$ N/A

to N/A for N/A \$ N/A

to N/A for N/A \$ N/A

to N/A for N/A \$ N/A

to N/A for N/A \$ N/A

Total Other Charges and Amounts Paid to Others on Your Behalf \$ 3801.50 (4)

5 Amount Financed (3 + 4) \$ 20705.50 (5)

I want the insurance checked above.

Buyer Signature James E. Jael Date 12/17/15

Co-Buyer Signature X Minnie Lee Jackson Date 12/17/15

You have a right to cancel credit insurance within 15 days of buying it and receive a full refund or credit for the credit insurance premium.

THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS.

OPTIONAL GAP CONTRACT. A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in item 4D of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term 72 Mos.

GAPWISE Name of Gap Contract

I want to buy a gap contract.

Buyer Signature James E. Jael
You have a right to cancel a gap contract within 15 days of buying it and receive a full refund or credit for the charge of the gap contract.

Returned Check Charge: You agree to pay a charge of \$ 25 if any check you give us is dishonored or any electronic payment is unpaid.

OPTION: ☐ You pay no finance charge if the Amount Financed, item 5, is paid in full on or before N/A. Year N/A. SELLER'S INITIALS N/A

NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs James E. Jael Co-Buyer Signs X Minnie Lee Jackson
If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

See back for other important agreements.

Notice to the Buyer.

Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign. Under the law you have the right to pay off in advance the full amount due and to obtain a partial refund of the finance charge.

*If the "Amount Financed" exceeds \$54,600 or if the vehicle is primarily for other than personal, family or household use, the finance charge is also the time price differential.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs James E. Jael Date 12/17/15 Co-Buyer Signs X Minnie Lee Jackson Date 12/17/15

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X N/A

Seller signs JOE HACHENS NISSAN

Date 12/17/15

Address

By X

(Assignee) under the terms of Seller's agreement(s) with Assignee.

Seller assigns its interest in this contract to

☐ Assigned with recourse

MISSOURI CREDIT

☐ Assigned with recourse

☐ Assigned with limited recourse

Seller JOE HACHENS NISSAN

By

OTHER IMPORTANT AGREEMENTS

1. FINANCE CHARGE AND PAYMENTS

- a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

2. YOUR OTHER PROMISES TO US

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security Interest.**
You give us a security interest in:
 - The vehicle and all parts or goods put on it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service, or other contracts we finance for you; and
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

- d. **Insurance you must have on the vehicle.**
You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. Unless you provide us with evidence of the insurance coverage required by this contract, we may buy insurance at your expense to protect our interests in the vehicle. This insurance may, but need not protect your interests. The coverage that we buy may not pay

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

- c. **You may have to pay collection costs.** If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorney's reasonable fee and any court costs, as the law allows. The maximum attorney's fee you will pay will be 15% of the amount you owe. You will also pay any collection costs we incur as the law allows.
- d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you after we give you any notice the law requires. We may only take the vehicle if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.
- e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.
- f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us unless the law provides otherwise. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.
- g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

5. **Used Car Buyers Guide.** The information you see on the window form for this vehicle is part of this

any claim that you make or any claim that is made against you in connection with the vehicle. You may later cancel any insurance we buy, but only after providing us with evidence that you have obtained the insurance this contract requires. If we buy insurance for the vehicle, you will be responsible for the costs of that insurance, including the insurance premium, finance charges and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. We may add the costs of the insurance to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own. If we buy insurance, the charge will be the premium of the insurance and a finance charge computed at the Annual Percentage Rate shown on the front of this contract.

If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

- e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments.
If you pay late, we may also take the steps described below.
- b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe at once after we give you any notice the law requires. Default means:
- You do not make any payment when due; or
 - You start a proceeding in bankruptcy or one is started against you or your property; you give false, incomplete, or misleading information on a credit application; or you break any agreements in this contract; except that we will only treat these events as defaults if they significantly impair the prospect of payment, performance, or the ability to realize upon the collateral.

contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

6. SERVICING AND COLLECTION CONTACTS

You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

7. APPLICABLE LAW

Federal law and the law of the state of our address shown on the front of this contract apply to this contract.

This provision applies only if the vehicle will be used for personal, family or household purposes.

Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

This provision applies only if the vehicle is used for business or agricultural purposes.

Oral or unexecuted agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable, regardless of the legal theory upon which it is based that is in any way related to the credit agreement. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.