

**IN THE FRANKLIN COUNTY COMMON PLEAS COURT
CIVIL DIVISION**

**WRIGHT-PATT CREDIT UNION
3560 PENTAGON BLVD.
BEAVERCREEK, OH 45431**

PLAINTIFF

VS.

**NELSON BELLARD
309 MIDLAND AVE.
COLUMBUS, OH 43223**

DEFENDANT

CASE NO. _____

JUDGE: _____

**COMPLAINT FOR MONEY
JUDGMENT AND MOTION FOR
POSSESSION OF PERSONAL
PROPERTY (REPLEVIN)**

COUNT ONE

1. Plaintiff, Wright-Patt Credit Union (hereinafter "Plaintiff"), is the holder of a Retail Installment Contract and Security Agreement (hereinafter the "Agreement"), executed by the Defendant, Nelson Belliard, (hereinafter "Defendant"), on or about February 19, 2022; a copy of said Agreement is attached hereto and marked as Exhibit "1".

2. Plaintiff further states that there is due from the Defendant according to the terms and conditions of said Agreement, the sum of \$32,735.63.

3. Plaintiff further states that although due demand has been made on the Defendant to repay the amount due and owing, the Defendant has failed and refused to do so.

COUNT TWO

4. For its second count, Plaintiff incorporates and restates by reference the allegations contained in Count One.

5. Defendant granted the Plaintiff a security interest in a 2017 Honda Civic, Serial Number 19XFC2F55HE203162 a copy of the Electronic Title is attached hereto as Exhibit "2".

6. By virtue of the default by the Defendant under the terms of the Agreement, Plaintiff is entitled to permanent possession of a 2017 Honda Civic, Serial Number 19XFC2F55HE203162 and for an Order granting the sheriff permission to employ the services of a locksmith, plus the costs of this action.

WHEREFORE, Plaintiff, Wright-Patt Credit Union, prays for judgment against the Defendant, Nelson Belliard, on Count One in the principal sum of \$32,735.63, together with associated fees of \$197.04, and accrued interest in the amount of \$4,480.89 through June 9, 2025, and interest thereafter at the rate of 5.19% per annum, and on Count Two against the Defendant granting permanent possession of the 2017 Honda Civic, Serial Number 19XFC2F55HE203162 and for an Order granting the sheriff permission to employ the services of a locksmith, plus the costs of this action.

Respectfully submitted:

Weltman, Weinberg & Reis Co., L.P.A.

/s/Allen J. Reis

Allen J. Reis #0015125

Counsel for Plaintiff

5475 Rings Rd., Ste. 200

Dublin, OH 43017

Telephone: 614-801-2600

614-801-2601 (fax)

WWR # 41225262

E-Mail: dubatty@weltman.com

This communication is from a debt collector attempting to collect this debt for the current creditor and any information obtained will be used for that purpose.

RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT No. 70579 Date 02/19/2022	Seller MARK WAHLBERG CHEVROLET 3900 W BROAD ST COLUMBUS, OH 43228-1447	Buyer NELSON M BELLIARD 6361 PROPRIETORS RD APT B2 WORTHINGTON, OH 43085-3259
	"We" and "us" mean the Seller above, its successors and assigns. "You" and "your" mean each Buyer above, and guarantor, jointly and individually.	

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid when you have made all scheduled payments.	The total cost of your purchase on credit, including your down payment of
5.48 %	\$ 5095.20	\$ 27745.05	\$ 32840.25	\$ 0.00
				\$ 32840.25

Payment Schedule: Your payment schedule will be

Number of Payments	Amount of Payments	When Payments Are Due
75	437.87	MONTHLY BEGINNING 03/21/2022

Security: You are giving a security interest in the Motor Vehicle purchased.

☒ Late Charge: If a payment is more than 10 days late, you will be charged 5% of the payment

Prepayment: If you pay off this Contract early, you will not have to pay a penalty.

Contract Provisions: You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties. Filing Fees: \$ N/A

CREDIT INSURANCE: Credit life, credit disability (accident and health), and any other insurance coverage quoted below, are not required to obtain credit and we will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below ONLY the coverages you have chosen to purchase.

Credit Life: Insured N/A

☐ Single ☐ Joint Prem. \$ N/A Term N/A

Credit Disability: Insured N/A

☐ Single ☐ Joint Prem. \$ N/A Term N/A

Your signature below means you want (only) the insurance coverage(s) quoted above. If none are quoted, you have declined any coverages we offered.

N/A	N/A
Buyer d/o/b	Buyer d/o/b
N/A	N/A
Buyer d/o/b	Buyer d/o/b

PROPERTY INSURANCE: You must insure the Property securing this Contract. You may purchase or provide the insurance through any insurance company reasonably acceptable to us. The deductible amount of this insurance may not exceed \$ N/A. If you get insurance from or through us you will pay \$ N/A for N/A of coverage.

This premium is calculated as follows:

<input type="checkbox"/> \$ N/A	Deductible, Collision Coverage	\$ N/A
<input type="checkbox"/> \$ N/A	Deductible, Comprehensive Coverage	\$ N/A
<input type="checkbox"/>	Fire-Theft and Combined Additional Cov.	\$ N/A
<input type="checkbox"/>	N/A	\$ N/A

Liability insurance coverage for bodily injury and motor vehicle damage caused to others is not included in this Contract unless checked and indicated.

ITEMIZATION OF AMOUNT FINANCED

Vehicle Price (including sales tax of \$ 1798.50)	\$ 21785.50
To: N/A	\$ N/A
Service Contract, Paid to: DEALERS ALLIANCE *	\$ 2500.00
Gap Amount Waiver or Gap Coverage	
Paid to: GAP *	\$ 999.00
Amount to Finance line e. (if e. is negative)	\$ 2195.55
Cash Price	\$ 27480.05
Manufacturer's Rebate	\$ N/A
Cash Down Payment	\$ 1500.00
Deferred Down Payment	\$ N/A
a. Total Cash/Rebate Down	\$ 1500.00
b. Trade-In Allowance	\$ 15000.00
c. Less: Amount owing	\$ 18695.55
Paid to: GM FINANCIAL	
d. Net Trade-In (b. minus c.)	\$ -3695.55
e. Net Cash/Trade-In (a. plus d.)	\$ -2195.55

Down Payment (e.; disclose as \$0 if negative)	\$
Unpaid Balance of Cash Price	\$ 27480.05
Insurance Premiums *	\$ N/A
To: DealerDoc	\$ 250.00
To: N/A	\$ N/A
To: LIC & TITLE FEES	\$ 15.00
To: N/A	\$ N/A
To: N/A	\$ N/A
To: WRIGHT-PATT CREDIT UNION, INC.	\$ 250.00
Total Other Charges/Amounts Pd. to Others	\$ 515.00
Less: Prepaid Finance Charges	\$ 250.00
Amount Financed	\$ 27745.05

*We may retain or receive a portion of this amount.

☐ **SINGLE-INTEREST INSURANCE:** You must purchase single-interest insurance as part of this sale transaction. You may purchase the coverage from a company of your choice, reasonably acceptable to us. If you buy the coverage from or through us, you will pay \$ N/A for N/A of coverage.

ADDITIONAL PROTECTIONS: You may buy any of the following voluntary protection plans. They are not required to obtain credit, are not a factor in the credit decision, and are not a factor in the terms of the credit or the related sale of the Vehicle. The voluntary protections will not be provided unless you sign and agree to pay the additional cost.

Your signature below means that you want the described item and that you have received and reviewed a copy of the contract(s) for the product(s). If no coverage or charge is given for an item, you have declined any such coverage we offered.

☒ **Service Contract**

Term 24 MONTHS OR 24,000 MILES
Price \$ 2500.00
Coverage DEALERS ALLIANCE

☒ **Gap Waiver or Gap Coverage**

Term 75 MONTHS OR 0 MILES
Price \$ 999.00
Coverage SOUTHWEST RE

By: *Neboer* Date 02/19/2022

By: _____ Date _____

By: N/A Date _____

By: N/A Date _____

SALE: You agree to purchase from us, on a time basis, subject to the terms and conditions of this contract and security agreement (Contract), the Motor Vehicle (Vehicle) and additional products and services described in this Contract. The Vehicle is sold in its present condition, together with the usual accessories and attachments.

Description of Vehicle Purchased

Year 2017 VIN 19XFC2F55HE203162
Make HONDA Lic. No./Year UY194951
Model CIVIC ☐ New ☒ Used
Other: _____

Odometer Mileage 55954

Mileage Is Accurate ☒ Yes ☐ No

Description of Trade-In

2020 CHEVROLET SPARK KL8CD6SA9LC453085

SECURITY: To secure your payment and performance under the terms of this Contract, you give us a security interest in the Vehicle, all accessions, attachments, accessories, and equipment placed in or on the Vehicle, together called Property, and proceeds of the Property. You also assign to us and give us a security interest in proceeds and premium refunds of any insurance and service contracts purchased with this Contract.

PROMISE TO PAY AND PAYMENT TERMS: You promise to pay us the principal amount of \$ 27995.05, plus finance charges accruing on the unpaid balance at the rate of 5.1900 % per year from today's date until paid in full. Finance charges accrue on a 365 day basis. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the TRUTH IN LENDING DISCLOSURES. You also agree to pay any additional amounts according to the terms and conditions of this Contract.

DOWN PAYMENT: You also agree to pay, or apply to the Cash Price, on or before today's date, any cash, rebate and net trade-in value described in the ITEMIZATION OF AMOUNT FINANCED.
☐ You agree to make deferred payments as part of the cash down payment as reflected in your Payment Schedule.

☒ **RETURNED CHECK CHARGE:** If you make any payment required by this Contract with a check or negotiable instrument that is returned or dishonored, you agree to pay a fee of \$ 10.00.

PREPAYMENT: You may prepay this Contract in full or in part at any time. Any partial prepayment will not excuse any later scheduled payments until you pay in full.

A refund of any prepaid, unearned insurance premiums may be obtained from us or from the insurance company named in your policy or certificate of insurance.

GENERAL TERMS: You have been given the opportunity to purchase the Vehicle and described additional products and services for the Cash Price or the Total Sale Price. The Total Sale Price is the total price of the Vehicle and any additional products and services if you buy them over time. You agreed to purchase the items over time. The Total Sale Price shown in the TRUTH IN LENDING DISCLOSURES assumes that all payments will be made as scheduled. The actual amount you will pay may be more or less depending on your payment record.

We do not intend to charge or collect, and you do not agree to pay, any finance charge or fee, that is more than the maximum amount permitted for this sale by state or federal law. If you pay a finance charge or fee that is contrary to this provision, we will, instead, apply it first to reduce the principal balance, and when the principal has been paid in full, refund it to you.

You understand and agree that we (or our affiliate) will earn commissions or fees on any insurance products, and may earn such fees on other services that you buy through us or our affiliate.

If any section or provision of this Contract is not enforceable, the other terms will remain part of this Contract.

UNEQUAL PAYMENTS: If this Contract is not payable in substantially equal successive installments, you may have the right by law to refinance this Contract on terms as favorable as the terms originally agreed to in this Contract. This right does not apply if your payment schedule is adjusted for seasonal or irregular income.

OWNERSHIP AND DUTIES TOWARD PROPERTY: By giving us a security interest in the Property, you represent and agree to the following:

- Our security interest will not extend to consumer goods unless you acquire rights to them within 10 days after we enter into this Contract, or they are installed in or affixed to the Vehicle.
- You will defend our interests in the Property against claims made by anyone else. You will do whatever is necessary to keep our claim to the Property ahead of the claim of anyone else.
- The security interest you are giving us in the Property comes ahead of the claim of any other of your general or secured creditors. You agree to sign any additional documents or provide us with any additional information we may require to keep our claim to the Property ahead of

the claim of anyone else. You will not do anything to change our interest in the Property.

- D. You will keep the Property in your possession in good condition and repair. You will use the Property for its intended and lawful purposes. Unless otherwise agreed in writing, the Property will be located at your address listed on page 1 of this Contract.
- E. You will not attempt to sell the Property (unless it is properly identified inventory) or otherwise transfer any rights in the Property to anyone else, without our prior written consent.
- F. You will pay all taxes and assessments on the Property as they become due.
- G. You will notify us of any loss or damage to the Property. You will provide us reasonable access to the Property for the purpose of inspection. Our entry and inspection must be accomplished lawfully, and without breaching the peace.

DEFAULT: You will be in default on this Contract if any one of the following occurs (except as prohibited by law):

- A. You fail to perform any obligation that you have undertaken in this Contract.
- B. We, in good faith, believe that you cannot, or will not, pay or perform the obligations you have agreed to in this Contract.

If you default, you agree to pay the actual and reasonable expenses we incur for repossession, repair, storage and sale of the Property securing this Contract.

If an event of default occurs as to any one of you, we may exercise our remedies against any or all of you.

REMEDIES: If you are in default on this Contract, we have, subject to any right to cure that you may have, all of the remedies provided by law and this Contract:

- A. We may, after waiting any required period, require you to immediately pay us, subject to any refund required by law, the remaining unpaid balance of the amount financed, finance charges and all other agreed charges.
- B. We may pay taxes, assessments, or other liens or make repairs to the Property if you have not done so. We are not required to do so. This amount will be due immediately. This amount will earn finance charges from the date paid at the rate described in the PROMISE TO PAY AND PAYMENT TERMS section until paid in full.
- C. We may require you to make the Property available to us at a place we designate that is reasonably convenient to you and us.
- D. We may immediately take possession of the Property by legal process or self-help, but in doing so we may not breach the peace or unlawfully enter onto your premises. We may then sell the Property and apply what we receive as provided by law to our reasonable expenses and then toward your obligations.
- E. Except when prohibited by law, we may sue you for additional amounts if the proceeds of a sale do not pay all of the amounts you owe us.

By choosing any one or more of these remedies, we do not waive our right to later use another remedy. By deciding not to use any remedy, we do not give up our right to consider the event a default if it happens again.

If we repossess the Property, we will send you written notice of any right to cure you may have within 5 business days after we take possession of the Property. Such notice shall specifically set forth the circumstances constituting your default and the amount, by itemization, required to cure your default.

You agree that if any notice is required to be given to you of an intended sale or transfer of the Property, notice is reasonable if mailed to your last known address, as reflected in our records, at least 10 days before the date of the intended sale or transfer (or such other period of time as is required by law).

You agree that, subject to your right to recover such property, we may take possession of personal property left in or on the Property securing this Contract and taken into possession as provided above.

CONTRACTUAL LIEN ON ACCOUNTS: In addition to any other security listed in this agreement, you give us a contractual lien (i.e., a security interest) on all funds in any share account (including, but not limited to, your share, share draft and share certificate accounts, but excluding IRA account(s)), with us on which you are a signatory or in which you have an ownership interest now or in the future, regardless of the source of the funds. You agree that we may use such funds, without notice, to pay any debts or amounts owed to us by you, other than obligations secured by real property or where otherwise prohibited by federal or state law or regulation.

ADDITIONAL SECURITY (CROSS COLLATERALIZATION): You understand and agree that the property referenced as security herein (and all proceeds thereof and all insurance proceeds and insurance premium refunds, whether we have required the insurance or not) shall secure this loan and any and all other loans and lines of credit you now have with us or become obligated to pay in the future. In addition, any property (and any proceeds thereof and all insurance premium refunds) securing other loans and lines of credit you have with us or become obligated to pay us in the future will also secure all funds advanced by us under this loan. This "Cross Collateralization" agreement shall not apply to any loan, line of credit or other agreement secured by real property, property used as your dwelling or where otherwise prohibited by federal or state law or regulation.

You agree this security agreement secures this loan, including all extensions, renewals, refinancing and modifications and any other debt you have with us now or in the future. The property described in the security agreement will secure other such debts except for real property secured debt. This security agreement will last until it is discharged in writing.

INSURANCE: You agree to buy property insurance on the Property protecting against loss and physical damage and subject to a maximum deductible amount indicated in the PROPERTY INSURANCE section, or as we will otherwise require. You will name us as loss payee on any such policy. In the event of loss or damage to the Property, we may require additional security or assurances of payment before we allow insurance proceeds to be used to repair or replace the Property. You agree that if the insurance proceeds do not cover the amounts you still owe us, you will pay the difference. You may purchase or provide the insurance through any insurance company reasonably acceptable to us. You will keep the insurance in full force and effect until this Contract is paid in full.

If you fail to obtain or maintain this insurance, or name us as a loss payee, we may obtain insurance to protect our interest in the Property. This insurance may include coverages not required of you. This insurance may be written by a company other than one you would choose. It may be written at a rate higher than a rate you could obtain if you purchased the property insurance required by this Contract. We will add the premium for this insurance to the amount you owe us. Any amount we pay will be due immediately. This amount will earn finance charges from the date paid at the rate described in the PROMISE TO PAY AND PAYMENT TERMS section until paid in full.

GAP WAIVER OR GAP COVERAGE: In the event of theft or damage to the Vehicle that results in a total loss, there may be a gap between the amount due under the terms of this Contract and the proceeds of your insurance settlement and deductibles. You are liable for this difference. You have the option of purchasing Gap Waiver or Gap Coverage to cover the gap liability, subject to any conditions and exclusions in the Gap Waiver or Gap Coverage agreements. If you choose to purchase a Gap Waiver or Gap Coverage product as indicated in the Additional Protections section, then the separate Gap Waiver or Gap Coverage product agreement will become a part of this Contract.

OBLIGATIONS INDEPENDENT: Each person who signs this Contract agrees to pay this Contract according to its terms. This means the following:

- A. You must pay this Contract even if someone else has also signed it.
- B. We may release any co-buyer or guarantor and you will still be obligated to pay this Contract.
- C. We may release any security and you will still be obligated to pay this Contract.
- D. If we give up any of our rights, it will not affect your duty to pay this Contract.
- E. If we extend new credit or renew this Contract, it will not affect your duty to pay this Contract.

WARRANTY: Warranty information is provided to you separately.

WAIVER: To the extent permitted by law, you agree to give up your rights to require us to do certain things. We are not required to: (1) demand payment of amounts due; (2) give notice that amounts due have not been paid, or have not been paid in the appropriate amount, time or manner; or, (3) give notice that we intend to make, or are making, this Contract immediately due.

ASSIGNMENT: This Contract and Security Agreement is assigned to Wright-Patt CU, 3560 Pentagon Blvd., Beavercreek, OH 45431, the Assignee, phone 937-912-7000. This assignment is made ☐ under the terms of a separate agreement, ☒ under the terms of the ASSIGNMENT BY SELLER on page 5. ☐ This assignment is made with recourse.

Seller: By MARK WAHLBERG CHEVROLET Date 02/19/2022

THIRD PARTY AGREEMENT

By signing below you agree to give us a security interest in the Property described in the SALE section. You also agree to the terms of this Contract, including the WAIVER section above, except that you will not be liable for the payments it requires. Your interest in the Property may be used to satisfy the Buyer's obligation. You agree that we may renew, extend, change this Contract, or release any party or property without releasing you from this Contract. We may take these steps without notice or demand upon you.

You acknowledge receipt of a completed copy of this Contract.

Signature _____ Date 02/19/2022

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.

IF YOU ARE BUYING A USED VEHICLE, THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

NOTICE TO BUYER

(1) Do not sign this agreement before you read it or if it contains any blank spaces. (2) You are entitled to a completely filled-in copy of this agreement. (3) Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the finance charge.

BY SIGNING BELOW BUYER AGREES TO THE TERMS ON PAGES 1, 2, 3, 4 AND 5 OF THIS CONTRACT AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

Buyer: NELSON M BELLIARD


Signature _____ Date 02/19/2022

Signature _____ N/A _____ Date _____

Signature _____ N/A _____ Date _____

Signature _____ N/A _____ Date _____

Seller: By MARK WAHLBERG CHEVROLET

An official State of Ohio site. Here's how you know 



Year

2017

Make

HONDA

Model

CIVIC

Mileage

55,954

Body Type

FOUR DOOR

Condition

GOOD

Mileage Brand

ACTUAL

VIN

19XFC2F55HE203162

Electronic Title

Title Number

2516922960

Control Number

EA2549450

Issue Date

03/21/2022

Title Status

ACTIVE


County Of Residence

FRANKLIN

Purchase Price

\$23,980.00

EXHIBIT 2

An official State of Ohio site. Here's how you know 



1

1 Active Lien

Lien Holder

WRIGHT-PATT CREDIT UNION

Issue Date

03/21/2022

Address

PO BOX 886 WILMINGTON, OHIO 45177 UNITED STATES

For further assistance, contact the Title Section by telephone at (614) 752-7671 or send us an e-mail