

IN THE FRANKLIN COUNTY COMMON PLEAS COURT

FRANKLIN COUNTY, OHIO

IH Credit Union
5000 Urbana Road
Springfield, OH 45502

Plaintiff,

vs.

Jennifer Flores Gonzales
907 Drayson Drive
Galloway, OH 43119

Defendant.

Case no. _____

COMPLAINT FOR MONEY

1. The Plaintiff IH Credit Union is the owner of a Retail Installment Contract executed by Defendant on August 23, 2022. A true copy of said Contract is attached hereto as Exhibit "1".
2. Plaintiff further states that Defendant defaulted under the terms of the Contract described above, by failing and refusing to pay when due.
3. Plaintiff further states that the remaining principal balance due the Plaintiff from the Defendant is \$16,879.99, plus repossession costs of \$399.39, together with accrued interest of \$2,115.10 through June 10, 2025, and interest thereafter at the rate of 5.69% per annum. A copy of the Transaction Summary is attached hereto as Exhibit "2".

WHEREFORE, Plaintiff prays for judgment against the Defendant Jennifer Flores Gonzales in the principal sum of \$16,879.99, plus repossession costs of \$399.39, together with

accrued interest of \$2,115.10 through June 10, 2025, and interest thereafter at the rate of 5.69% per annum and costs.

/s/ Allen J. Reis, 0015125
Allen J. Reis, 0015125
Attorney for Plaintiff
WELTMAN, WEINBERG & REIS CO., L.P.A.
5475 Rings Road, Suite 200
Dublin, OH 43017
614/801-2699
614/801-2604 Fax
Email: dubatty@weltman.com
WWR# 41538279

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

Seller Name and Address

Buyer(s) Name(s) and Address(es)

Summary

HATFIELD USED CAR CENTER
1333 AUTOMALL DR
COLUMBUS, OH 43228

JENNIFER FLORES BONZALES

No.

Date

Aug 23, 2022

☐ Business, commercial or agricultural purpose Contract.

Truth-In-Lending Disclosure

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
5.85 %	\$ 4,167.06	\$ 22,162.62	\$ 26,329.68	\$ 2,000.00 \$ 28,329.68

Payment Schedule. Your payment schedule is:

No. of Payments	Amount of Payments	When Payments are Due
72	\$ 365.69	MONTHLY, BEGINNING
	\$ N/A	Sep 22, 2022
	\$ N/A	

Security. You are giving us a security interest in the Property purchased.

☒ Late Charge. If a payment is more than 10 days late, you will be charged 10% of payment amount

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.

Description of Property

Year 2011	Make CHEV	Model AVALANCHE	Style P/U	Vehicle Identification Number [REDACTED]	Odometer Mileage 147437
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Odometer Mileage is Accurate ☒ Yes ☐ No

☐ New
☒ Used
☐ Demo

Other:

Description of Trade-In

Conditional Delivery

☐ Conditional Delivery. If checked, you agree that the following agreement regarding securing financing ("Agreement") applies: N/A

The Agreement is part of this Contract. The Agreement will no longer control after the assignment is accepted. If there are any conflicts between the terms of the Agreement and the Contract, the terms of this Contract will apply.

Itemization of Amount Financed

- a. Price of Vehicle, etc. (incl. sales tax of \$ 1,682.62) \$ 21,677.62
- b. PUBLIC OFFICIALS/FILING \$ 45.00
- c. Service Contract, paid to: \$ 1,625.00
- d. Amount to finance line b (if b is negative) \$ N/A
- \$ 23,347.62

By signing below, you acknowledge receipt of a copy of the above disclosure, and you agree to the financing of the following premiums (if any) as part of this Contract.

<input type="checkbox"/> Property Premium	<div style="text-align: center;"> <h1>EXHIBIT</h1> <h1>1</h1> </div>
By: N/A	
By: N/A	
By: N/A	

Sales Agreement

Payment. You promise to pay us the principal amount of \$ 22,261.62 plus finance charges accruing on the unpaid balance at the rate of 5.69 % per year from the date of this Contract until paid in full. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the Truth-In-Lending Disclosure. You also agree to pay any additional amounts according to the terms and conditions of this Contract.

a. Price of Vehicle, etc. (incl. sales tax of \$1,682.62) \$ 21,677.62
PUBLIC OFFICIALS/FILING \$ 45.00
 c. Service Contract, paid to: \$ 1,625.00
 d. Amount to finance line h (if h is negative) \$ N/A
 e. Cash Price (a+b+c+d) \$ 23,347.62
 f. Trade-in allowance \$ N/A
 g. Less: Amount owing, paid to (includes d): \$ N/A
 h. Net trade-in (f-g; if negative, enter \$0 here and enter the amount on line d) \$ N/A
 i. Cash payment \$ 2,000.00
 j. Manufacturer's rebate \$ N/A
 k. Deferred down payment \$ N/A
 l. Other down payment (describe) \$ N/A
 m. Down Payment (h+i+j+k+l) \$ 2,000.00
 n. Unpaid balance of Cash Price (e-m) \$ 21,347.62
 o. Insurance premiums paid to insurance company(ies) \$ N/A
DEALER DOC FEE \$ 250.00
 p. To: **PARTNERS ALLIANCE CORPORATION** \$ 565.00
 q. To: \$ N/A
 r. To: **THEU PREPAID FINANCE CHARGE** \$ 99.00
 s. To: \$ N/A
 t. To: \$ N/A
 u. To: \$ N/A
 v. To: \$ N/A
 w. To: \$ N/A
 x. To: \$ N/A
 y. To: \$ N/A
 z. Total Other Charges/Amts Paid (o thru y) \$ 914.00
 aa. Prepaid Finance Charge \$ 99.00
 bb. Amount Financed (n+z-aa) \$ 22,162.62

We may retain or receive a portion of any amounts paid to others.

Insurance Disclosures

Credit Insurance. Credit life and credit disability (accident and health) are not required to obtain credit and are not a factor in the credit decision. 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
☐ Single ☐ Joint ☒ None

Premium \$ N/A Term N/A

Insured

Credit Disability
☐ Single ☐ Joint ☒ None

Premium \$ N/A Term N/A

Insured

Your signature below means you want (only) the insurance coverage(s) quoted above. If "None" is checked, you have declined the coverage we offered.

By: **JENNIFER FLORES BONZALES**

5/15/1998

DOB

By: DOB

By: DOB

Property Insurance. You must insure the Property. You may furnish the required insurance through any insurance company or agency you choose subject to our right of approval of a company or agency based on reasonable standards uniformly applied. The collision coverage deductible may not exceed \$ N/A. If you opt

Payment. You promise to pay us the principal amount of \$ 22,261.62 plus finance charges accruing on the unpaid balance at the rate of 5.69% per year from the date of this Contract until paid in full. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the Truth-In-Lending Disclosure. 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 the date of this Contract, any cash, rebate and net trade-in value described in the Statement of Amount Financed.

☐ You agree to make deferred down payments as set forth in your Payment Schedule.

Returned Check Charge. If you make any payment by check (or other negotiable instrument) required by this Contract that is returned or dishonored, you agree to pay a fee of \$ 30.00.

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.

XX

☐ Service Contract

24 24000

Term

Price \$ 1,625.00

Coverage

SEE ATTACHED CONTRACT

XX

☐ Gap Waiver or Gap Coverage

72 MONTHS

Term

Price \$ 565.00

Coverage

SEE ATTACHED CONTRACT

☐

Term

N/A

Price

N/A

Coverage

N/A

08/23/22

By: **JENNIFER FLORES BONZALES**

Date

By:

Date

By:

Date

Signature Notices

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.

Signatures

Entire Agreement. Your and our entire agreement is contained in this Contract. There are no unwritten agreements regarding this Contract. Any change to this Contract must be in writing and signed by you and us.

By: **JENNIFER FLORES BONZALES**

08/23/22

Date

By:

Date

w. To: \$ N/A
 x. To: \$ N/A
 y. To: \$ N/A
 z. Total Other Charges/Amts Paid (o thru y) \$ 914.00
 aa. Prepaid Finance Charge \$ 99.00
 bb. Amount Financed (n+z-aa) \$ 22,162.62

We may retain or receive a portion of any amounts paid to others.

Insurance Disclosures

Credit Insurance. Credit life and credit disability (accident and health) are not required to obtain credit and are not a factor in the credit decision. 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

☐ Single ☒ Joint ☒ None N/A Term N/A
 Premium \$ N/A
 Insured

Credit Disability

☐ Single ☒ Joint ☒ None N/A Term N/A
 Premium \$ N/A
 Insured

Your signature below means you want (only) the insurance coverage(s) quoted above. If "None" is checked, you have declined the coverage we offered.

By: JENNIFER FLORES GONZALES 5/15/1998
 DOB

By: DOB

By: DOB

Property Insurance. You must insure the Property. You may furnish the required insurance through any insurance company or agency you choose subject to our right of approval of a company or agency based on reasonable standards uniformly applied. The collision coverage deductible 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:
☐ \$ N/A Deductible, Collision Cov. \$ N/A
☐ \$ N/A Deductible, Comprehensive \$ N/A
☐ Fire-Theft and Combined Additional Cov. \$ N/A
☐ \$ N/A

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

☐ **Single-Interest Insurance.** You must purchase single-Interest Insurance as part of this sale transaction. You may furnish the required insurance through any insurance company or agency you choose subject to our right of approval of a company or agency based on reasonable standards uniformly applied. If you buy the coverage from or through us, you will pay \$ N/A for N/A of coverage.

Choice of Insurer or Agency. Your choice of Insurer or agency for Property Insurance or Single Interest Insurance (if required) does not and will not affect our credit decision or credit terms in any way, except that we may impose reasonable requirements as provided by law such as the minimum limits of coverage, and the right to approve an Insurer or agency as earlier provided.

Coverage
☒ Gap Waiver or Gap Coverage
 Term 72 MONTHS
 Price \$ 565.00
 Coverage SEE ATTACHED CONTRACT

☐ N/A
 Term N/A
 Price N/A
 Coverage N/A

By: JENNIFER FLORES GONZALES 08/23/22
 Date

By: Date

By: Date

Signature Notices

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.

Signatures

Entire Agreement. Your and our entire agreement is contained in this Contract. There are no unwritten agreements regarding this Contract. Any change to this Contract must be in writing and signed by you and us.

By: JENNIFER FLORES GONZALES 08/23/22
 Date

By: Date

By: Date

Notice to Buyer. (1) Do not sign this Contract before you read it or if it contains any blank spaces. (2) You are entitled to a completely filled-in copy of this Contract.

By signing below, you agree to the terms of this Contract. You received a copy of this Contract and had a chance to read and review it before you signed it.

Buyer
 By: JENNIFER FLORES GONZALES 08/23/22
 Date

By: Date

By: Date

Seller
 By: HATFIELD USED CAR CENTER 08/23/22
 Date

Assignment. This Contract and Security Agreement is assigned to IH Credit Union, Inc., 5000 Urbana Rd., Springfield, OH 45502

, the Assignee, phone 937-390-1800. This assignment is made ☒ under the terms of the Assignment by Seller section on page 2. ☐ This Assignment is made with recourse.

Seller

HATFIELD USED CAR CENTER

08/23/22

Additional Terms of the Sales Agreement

Definitions. "Contract" refers to this Retail Installment Contract and Security Agreement. The pronouns "you" and "your" refer to each Buyer signing this Contract, and any guarantors, jointly and individually. The pronouns "we", "us" and "our" refer to the Seller and any entity to which it may transfer this Contract. "Vehicle" means each motor vehicle described in the *Description of Property* section. "Property" means the Vehicle and all other property described in the *Description of Property* and *Additional Protections* sections.

Purchase of Property. You agree to purchase the Property from Seller, subject to the terms and conditions of this Contract. Seller will not make any repairs or additions to the Vehicle except as noted in the *Description of Property* section.

You have been given the opportunity to purchase the Property and described services for the Cash Price or the Total Sale Price. The "Total Sale Price" is the total price of the Property if you buy it over time.

General Terms. The Total Sale Price shown in the *Truth-in-Lending Disclosure* assumes that all payments will be made as scheduled. The actual amount you will pay will be more if you pay late and less if you pay early.

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 exceeds that maximum amount, we will first apply the excess amount to reduce the principal balance and, when the principal has been paid in full, refund any remaining amount to you.

You understand and agree that some payments to third parties as a part of this Contract may involve money retained by us or paid back to us as commissions or other remuneration.

You agree that the Property will not be used as a dwelling.

Prepayment. You may prepay this Contract in full or in part at any time without penalty. Any partial prepayment will not excuse any later scheduled payments. If we get a refund of any unearned insurance premiums that you paid, you agree that we may subtract the refund from the amount you owe, unless otherwise provided by law.

Irregular Payment Schedule. An *Irregular Payment Schedule* is one with payments not scheduled to be in substantially equal consecutive payments. If you have an irregular payment schedule and if you are buying the Property primarily for personal, family, or household use, you may refinance this Contract without penalty. The terms of the refinancing will be no less favorable to you than the terms of this Contract. This provision does not apply if we adjusted your payment schedule to your seasonal or irregular income.

Governing Law and Interpretation. This Contract is governed by the law of Ohio and applicable federal law and regulations.

If any section or provision of this Contract is not enforceable, the other terms will remain part of this Contract. You authorize us to correct any clerical error or omissions in this Contract or in any related document.

Name and Location. Your name and address set forth in this Contract are your exact legal name and your principal residence. You will provide us with at least 30 days notice before you change your name or principal residence.

Telephone Monitoring and Calling. You agree that we may from time to time monitor and record telephone calls made or received by us or our agents regarding your account to assure the quality of our service. In order for us to service the account or to collect any amounts you may owe, and subject to applicable law, you agree that we may from time to time make calls and send text messages to you using prerecorded/artificial voice messages or through the use of an automatic dialing device at any telephone number you provide to us in connection with your account, including a mobile telephone number that could result in charges to you.

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

- You fail to perform any obligation that you have undertaken in this Contract.
- 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 our actual and reasonable expenses in retaking possession of the Property, subject to your right (as permitted by law) to cure a default after repossession, and get notice of such rights.

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

Remedies. If you are in default on this Contract, and after we wait any required period, we have all of the remedies provided by law and this Contract, subject to any right to cure that you may exercise. Those remedies include:

- After waiting any required period, we may 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.
- 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. You will repay us that amount immediately. That amount will earn finance charges from the date we pay it at the rate described in the *Payment* section until paid in full.
- We may require you to make the Property available to us at a place we designate that is reasonably convenient to you and us.
- We may immediately take possession of the Property by legal process or self-help.

Third Party Agreement

(This section applies ONLY to a person who will have an ownership interest in the Property but is NOT a Buyer obligated to pay this Contract ("Third Party Owner").)

In this section only, "you" means only the person signing this section.

By signing below you agree to give us a security interest in the Property described in the *Description of Property* section. You also agree to the terms of this Contract 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 or 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.

By:

Date

Signature of Third Party Owner (NOT the Buyer)

Assignment by Seller

Seller sells and assigns this Retail Installment Contract and Security Agreement, (Contract), to the Assignee, its successors and assigns, including all its rights, title and interest in this Contract, and any guarantee executed in connection with this Contract. Seller gives Assignee full power, either in its own name or in Seller's name, to take all legal or other actions which Seller could have taken under this Contract.

(Separate Agreement. If this Assignment is made "under the terms of a separate agreement" as indicated on page 1, the terms of this assignment are described in a separate writing(s) and not as provided below.)

Seller warrants:

- This Contract represents a sale by Seller to Buyer on a time price basis and not on a cash basis.
- The statements contained in this Contract are true and correct.
- The down payment was made by the Buyer in the manner stated on page 1 of this Contract and, except for the application of any manufacturer's rebate, no part of the down payment was loaned or paid to the Buyer by Seller or Seller's representatives.
- This sale was completed in accordance with all applicable federal and state laws and regulations.
- This Contract is valid and enforceable in accordance with its terms.
- The names and signatures on this Contract are not forged, fictitious or assumed, and are true and correct.
- This Contract is vested in the Seller free of all liens, is not subject to any claims or defenses of the Buyer, and may be sold or assigned by the Seller.
- A completely filled-in copy of this Contract was delivered to the Buyer at the time of execution.
- The Vehicle has been delivered to the Buyer in good condition and has been accepted by Buyer.
- Seller has or will perfect a security interest in the Property in favor of the Assignee.

If any of these warranties is breached or untrue, Seller will, upon Assignee's demand, purchase this Contract from Assignee. The purchase shall be in cash in the amount of the unpaid balance (including finance charges) plus the costs and expenses of Assignee, including attorneys' fees.

Seller will indemnify Assignee for any loss sustained by it because of judicial set-off or as the result of a recovery made against Assignee as a result of a claim or defense Buyer has against Seller.

Seller waives notice of the acceptance of this Assignment, notice of nonpayment or nonperformance and notice of any other remedies available to Assignee.

Assignee may, without notice to Seller, and without affecting the liability of Seller under this Assignment, compromise or release any rights against, and grant extensions of time for payment to be made, to Buyer and any other person obligated under this Contract.

Unless otherwise indicated on page 1, this Assignment is without recourse.

With recourse. If this Assignment is made "with recourse" as indicated on page 1, Assignee takes this Assignment with certain rights of recourse against Seller. Seller agrees that if the Buyer defaults on any obligation of payment or performance under this Contract, Seller will, upon demand, repurchase this Contract for the amount of the unpaid balance, including finance charges, due at that time.

you may not use, copy, or otherwise reproduce this document.

or, upon demand, repurchase this Contract for the amount of the unpaid balance, including finance charges, due at that time.

- After waiting any required period, we may 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.
- 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. You will repay us that amount immediately. That amount will earn finance charges from the date we pay, at the rate described in the *Payment* section until paid in full.
- We may require you to make the Property available to us at a place we designate that is reasonably convenient to you and us.
- 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.
- After any required waiting period we may sell the Property as the law permits and apply what we receive as provided by law for our actual and reasonable expenses and then toward your obligations.
- 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 give up 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.

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

If the Property has an electronic tracking device, you agree that we may use the device to find the vehicle.

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

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

Security Agreement

Security. To secure your payment and performance under the terms of this Contract, you give us a security interest in the Vehicle, all other Property, and accessions. 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, to the extent permitted by law.

Duties Toward Property. By giving us a security interest in the Property, you represent and agree to the following:

- You will defend our interests in the Property against claims made by anyone else. You will 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.
- You will keep the Property in your possession and in good condition and repair. You will use the Property for its intended and lawful purposes.
- You agree not to remove the Property from the U.S. without our prior written consent.
- You will not attempt to sell the Property, transfer any rights in the Property, or grant another lien on the Property without our prior written consent.
- You will pay all taxes and assessments on the Property as they become due.
- You will notify us with reasonable promptness 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.

Agreement to Provide Insurance. You agree to provide property insurance on the Property protecting against loss and physical damage and subject to a maximum deductible amount indicated in the *Insurance Disclosures* section, or as we will otherwise require. You will name us as loss payee on any such policy. Generally, the loss payee is the one to be paid the policy benefits in case of loss or damage to the Property. 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 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 loss payee, we may obtain insurance to protect our interest in the Property. 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.

Gap Waiver or Gap Coverage. In the event of theft or damage to the Vehicle that results

- If we give up any of our rights, it will not affect your duty to pay this Contract.
- 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.

Security Agreement

Security. To secure your payment and performance under the terms of this Contract, you give us a security interest in the Vehicle, all other Property, and accessions. 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, to the extent permitted by law.

Duties Toward Property. By giving us a security interest in the Property, you represent and agree to the following:

- You will defend our interests in the Property against claims made by anyone else. You will 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.
- You will keep the Property in your possession and in good condition and repair. You will use the Property for its intended and lawful purposes.
- You agree not to remove the Property from the U.S. without our prior written consent.
- You will not attempt to sell the Property, transfer any rights in the Property, or grant another lien on the Property without our prior written consent.
- You will pay all taxes and assessments on the Property as they become due.
- You will notify us with reasonable promptness 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.

Agreement to Provide Insurance. You agree to provide property insurance on the Property protecting against loss and physical damage and subject to a maximum deductible amount indicated in the *Insurance Disclosures* section, or as we will otherwise require. You will name us as loss payee on any such policy. Generally, the loss payee is the one to be paid the policy benefits in case of loss or damage to the Property. 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 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 loss payee, we may obtain insurance to protect our interest in the Property. 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.

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 the 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 product as indicated in the *Additional Protections* section, then the separate Gap Waiver agreement will become a part of this Contract.

Notices

Note. If the primary use of the Vehicle is non-consumer, this is not a consumer contract, and the following notice does not apply. **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.

Si compra un vehículo usado: La información que ve adherida en la ventanilla forma parte de este contrato. La información contenida en el formulario de la ventanilla prevalece por sobre toda otra disposición en contrario incluida en el contrato de compraventa.

Acct# S/L ID	Posting Date	Effective Date	Category	Source	Tran/Adj	Description	Gross Amount	New Balance
L	12/04/2023	12/04/2023	Payment	Journal voucher		close savings account	-370.73	16,879.99
	Principal: 0.00	Interest: 0.00		Escrow: 0.00		Late Fee: 370.73		
L	11/20/2023	11/20/2023	Payment	Journal voucher		part opl refund	-2,594.00	16,879.99
L	11/03/2023	11/03/2023	Payment	Journal voucher		forgiven amount	-500.00	19,473.99
L	11/03/2023	11/03/2023	Payment	Check		repo proceeds	-5,215.00	19,973.99
L	09/25/2023	09/25/2023	Advance	Journal voucher		REPO FEE	365.00	25,188.99
L	07/19/2023	07/19/2023	Advance	Journal voucher		CPI ADD	3,798.00	24,803.99
L	06/21/2023	06/22/2023	Payment	Journal voucher		IH CREDIT UN 062223 MONTHLY	-365.69	21,005.99
	Principal: 0.00	Interest: 255.98		Escrow: 0.00		Late Fee: 109.71		
L	05/25/2023	05/22/2023	Advance	Journal voucher		PRIOR DAY LOAN REV	365.69	21,005.99
	Principal: 92.80	Interest: -199.75		Escrow: 0.00		Late Fee: -73.14		
L	05/21/2023	05/22/2023	Payment	Journal voucher		IH CREDIT UN 052223 MONTHLY	-365.69	20,913.19
	Principal: -92.80	Interest: 199.75		Escrow: 0.00		Late Fee: 73.14		
L	04/26/2023	04/22/2023	Advance	Journal voucher		PRIOR DAY LOAN REV	365.69	21,005.99
	Principal: 227.61	Interest: -101.51		Escrow: 0.00		Late Fee: -36.57		
L	04/21/2023	04/22/2023	Payment	Journal voucher		IH CREDIT UN 042223 MONTHLY	-365.69	20,778.38
	Principal: -227.61	Interest: 101.51		Escrow: 0.00		Late Fee: 36.57		
L	03/21/2023	03/22/2023	Payment	Journal voucher		IH CREDIT UN 032223 MONTHLY	-365.69	21,005.99
	Principal: -236.40	Interest: 92.72		Escrow: 0.00		Late Fee: 36.57		
L	02/21/2023	02/22/2023	Payment	Journal voucher		IH CREDIT UN 022223 MONTHLY	-365.69	21,242.39
	Principal: -225.38	Interest: 103.74		Escrow: 0.00		Late Fee: 36.57		
L	01/21/2023	01/22/2023	Payment	Journal voucher		IH CREDIT UN 012223 MONTHLY	-365.69	21,467.77
	Principal: -224.29	Interest: 104.83		Escrow: 0.00		Late Fee: 36.57		
L	12/21/2022	12/22/2022	Payment	Journal voucher		IH CREDIT UN 122222 MONTHLY	-365.69	21,692.06
	Principal: -226.61	Interest: 102.51		Escrow: 0.00		Late Fee: 36.57		
L	11/22/2022	11/22/2022	Payment	Journal voucher	Adjustment		365.69	21,918.67
L	11/22/2022	11/22/2022	Payment	Journal voucher	Adjustment		-365.69	21,552.98
L	11/22/2022	11/22/2022	Payment	Journal voucher			-365.69	21,918.67
	Principal: -228.99	Interest: 100.13		Escrow: 0.00		Late Fee: 36.57		
L	10/24/2022	10/24/2022	Payment	Journal voucher			-365.69	22,147.66
	Principal: -113.96	Interest: 215.16		Escrow: 0.00		Late Fee: 36.57		
L	09/02/2022	09/02/2022	Advance	Journal voucher		IND LEND APP FEE	-99.00	22,261.62
	Principal: 0.00	Interest: 0.00		Escrow: 0.00		Late Fee: 99.00		

EXHIBIT
2