

**IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO**

Telhio Credit Union, Inc.,)	
)	Case No.
Plaintiff,)	
)	Judge
vs.)	
)	
Chad Roberts, et al.,)	
)	
Defendants.)	

AFFIDAVIT IN SUPPORT OF MOTION FOR POSSESSION

STATE OF OHIO }
COUNTY OF FRANKLIN } ss

Adam A. Beane, being first duly cautioned and sworn, says as follows:

1. That affiant is the attorney for plaintiff Telhio Credit Union, Inc. ("Plaintiff") herein, and am duly authorized to make this affidavit.
2. That Plaintiff is applying herewith for recovery of a 2020 Dodge Grand Caravan SXT Wagon, VIN# 2C4RDGCG0LR180152 (the "Collateral"); that, to the best of affiant's knowledge, the Collateral is located at 1817 Galleon Boulevard, Hilliard, OH 43026; and that the Collateral has an approximate value of \$11,500.00.
3. That on or about November 20, 2023, defendant Chad Roberts ("Roberts") executed a Closed End Note, Disclosure, Loan and Security Agreement (the "Note"), a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference. Plaintiff Telhio Credit Union, Inc. ("Plaintiff") is the owner and holder of the Note.
4. That Roberts has failed to make payment pursuant to the terms and conditions contained in the Note and the Note is now in default. Plaintiff has declared the entire unpaid balance of the Note now due and owing.

5. That now due and owing from Roberts to Plaintiff thereon is the principal amount of \$25,320.59, plus accrued interest of \$103.32 through June 5, 2025, plus interest at the rate of 7.64% per annum from June 6, 2025, late charges in the amount of \$26.48, and court costs.

6. That pursuant to the terms of the Note, Roberts granted Plaintiff a security interest in the Collateral. A copy of the Ohio Certificate of Title evidencing Plaintiff's lien on the Collateral is attached hereto as **Exhibit B** and incorporated herein by this reference.

7. That by virtue of the default by Roberts under the terms of the Note, Plaintiff is entitled to immediate and permanent possession of the Collateral, and Roberts has failed to return the Collateral to Plaintiff.

8. Defendant Kari J. Vanfossan ("Vanfossan") is believed to be in possession of the Collateral, and despite Plaintiff having a superior right to possession of the Collateral, has failed to return the Collateral to Plaintiff.

9. That Roberts came into possession of the Collateral by purchasing it with the proceeds from the Note. It is unknown how Green came into possession of the Collateral.

10. That Plaintiff has suffered considerable injury because of the wrongful detention of the Collateral by Roberts and Vanfossan (collectively, "Defendants") and will continue to suffer such injury for as long as Defendants have possession of the Collateral.

11. That, to the best of affiant's knowledge, Defendants have no claim that the detention of the Collateral is not wrongful.

12. That, to the best of affiant's knowledge, Defendants have and are using the Collateral for personal use.

13. That, to the best of affiant's knowledge, the Collateral has not been taken for a tax, assessment, or fine pursuant to statute and has not been seized under execution of judgment against the property of Plaintiff.

FURTHER AFFIANT SAYETH NAUGHT.



Adam A. Beane

Sworn to before me and subscribed in my presence this 12 day of June, 2025.



Ryan Davis
Notary Public, State of Ohio
My Commission Expires 06-27-2029



Notary Public

The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

I acknowledge receipt of a copy of this notice. ☒ SIGNATURE OF BORROWER Bob Roberts DATE 11/20/2023

CLOSED-END NOTE, DISCLOSURE, LOAN AND SECURITY AGREEMENT

ELHIO CREDIT UNION
51 PARK AVE.
HAMILTON, OH 45013

EXECUTED AT

BOBB SAYS YES
4639 WEST BROAD STREET
COLUMBUS OH 43228

NAME AND ADDRESS OF BORROWER(S)

HAD ROBERTS
226 PUMA PLACE
ILLIARD OH 43026

SOCIAL SECURITY NUMBER

ACCOUNT NUMBER

If this loan is being made by mail, interest on this loan begins when the loan proceeds are mailed.

TRUTH-IN-LENDING DISCLOSURE

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.

7.98

8012.58

30120.06

38132.64

NO. OF PAYMENTS

AMOUNT OF PAYMENTS

WHEN PAYMENTS ARE DUE

our payment schedule will be:

72

529.62

MONTHLY BEGINNING: 01/04/2024

Security: Collateral for other loans may also secure this loan. You are giving a security interest in your credit union account(s) and in:

☒ The goods and property being purchased.

☐ Other (describe) N/A

Insurance: Credit Life insurance and credit disability insurance are not required to obtain credit and will not be provided unless you sign and agree to pay the additional cost.

TYPE	PREMIUM	SIGNATURE
<input type="checkbox"/> Single Credit Life		You want credit life insurance
<input type="checkbox"/> Joint Credit Life	\$ N/A	N/A N/A
<input type="checkbox"/> Credit Disability	\$ N/A	You want credit disability insurance
		N/A N/A
Additional Charges: If a payment late by 15 days or more, you will be charged 5% of the monthly payment.	Property Insurance: You may obtain property insurance from anyone you want that is acceptable to the credit union. If you obtain the insurance from us, you will pay \$40.	Required Deposit Balance: The Annual Percentage Rate does not take into account your required deposit balance.
Prepayment: If you pay off early, you will not have to pay a penalty. You will receive a refund of any prepaid finance charges you may have paid.		Filing Fees: \$ N/A
See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.		

ITEMIZATION OF AMOUNT FINANCED

AMOUNT FINANCED (Total A through I minus J)	AMOUNT GIVEN TO YOU DIRECTLY	AMOUNT PAID ON YOUR ACCOUNT
30120.06	\$ N/A	\$ N/A
AMOUNT PAID TO OTHERS ON YOUR BEHALF		
\$ 23490.95 TO BOBB SAYS YES	f \$ 3244.00 TO SAC VSC	
\$ 1935.11 TO STATE OF OHIO/FEES & TAXES	g \$ 295.00 TO PROCESSING FEE	
\$ 1200.00 TO GAP	h \$ 250.00 TO DOC FEE	
\$ N/A TO N/A	i \$ N/A TO N/A	
\$ N/A TO N/A	j \$ 295.00 TO PREPAID FINANCE CHARGE	

NOTE AND PLEDGE OF SHARES

Fixed Rate Loan:

I promise to pay the credit union \$ 30415.06 plus interest at the rate of 7.64 % per year on the unpaid balance. The undersigned pledge involves to pay the principal and interest of this note or any extension thereof in consecutive installments.

INSTALLMENTS OF (value of principal and interest)	PAYABLE IN	THE FIRST PAYMENT TO BE MADE ON	AND A LIKE AMOUNT	PLUS AN IRREGULAR OR FINAL PAYMENT
529.62	72	01/04/2024	N/A	\$ N/A DUE ON N/A

The rest of the terms and conditions of this Note are on the reverse side. You also pledge your accounts in the credit union in accordance with the "Contractual Pledge of Shares" on the reverse side. The Security Agreement is continued on the reverse side.

COLLATERAL

MAKE	YEAR	MODEL	TYPE OF VEHICLE	IDENTIFICATION NUMBER
DODGE TRUCK	2020	GRAND CARAVAN	SXT WAGON	2C4RDGCG0LR180152
Property: (Describe)				
A				

You are buying or using the Collateral primarily for:

☐ Personal, family or household purposes

☐ Farming operations

☐ Business use

LOAN SIGNATURES

See that the terms and conditions in the disclosure statement and the loan and security agreements located on the reverse side of this document shall apply to this loan. If there is more than one borrower, we agree that all the conditions of the loan and security agreements governing this loan shall apply to both jointly and severally. I acknowledge that I have received a completed copy of the loan and security agreements and disclosure statement.

BORROWER'S SIGNATURE <u>Bob Roberts</u>	DATE <u>11/20/2023</u>	WITNESS <u>X</u>	DATE <u>11/20/2023</u>
BORROWER'S SIGNATURE	DATE	WITNESS	DATE
I/A	N/A	X	11/20/2023

other side for additional terms and conditions. NOTICE: The Annual Percentage Rate May Be Negotiable With The Dealer.

TELHIO COPY

TEL 104 Rev. 03-13

EXHIBIT

A

OH

OHIO CERTIFICATE OF TITLE

OH

ISSUING COUNTY FRANKLIN
ISSUING TITLE OFFICE # 2501
RESIDENT COUNTY FRANKLIN

STATE OF OHIO

TITLE No. 25 1867 2263

ISSUE DATE 05/30/2025

REPLACEMENT

IDENTIFICATION NUMBER

2C4RDGCG0LR180152

YEAR

2020

MAKE

DODG

MAKE DESCRIPTION

DODGE

CONVERSION

MILEAGE

75,791

BODY TYPE

SW

MODEL DESCRIPTION

GRAND CARAVAN

EVIDENCE

OH-2303590738

MILEAGE NOTATION

ACTUAL

COMMENTS

PURCHASE PRICE

\$25,334.69

TAX

\$1,900.10

NOTATION(S)

OWNER(S)

CHAD ROBERTS

2226 PUMA PL

HILLIARD, OH 43026

PREVIOUS OWNER(S)

BOBB SAYS YES

4639 W BROAD ST

COLUMBUS, OH 43228

FIRST LIENHOLDER

TELHIO CREDIT UNION

DATE OF LIEN 12/05/2023

P O BOX 1449

COLUMBUS, OH 43216

LIEN DISCHARGE

Lienholder

by:

Authorized Signature

Date

CLERK LIEN CANCELLATION

by:

Deputy Clerk

Date

WITNESS MY HAND AND OFFICIAL SEAL THIS 30TH DAY OF MAY, 2025

%231603600



%231603600



DEALER PERMIT

UD024311



MARYELLEN O'SHAUGHNESSY
CLERK OF COURTS

L

99A
MRB

TITLE DOCUMENT CONTAINS OHIO WATERMARK WHICH IS VISIBLE WHEN HELD TO LIGHT