

IN THE FRANKLIN COUNTY COMMON PLEAS COURT

FRANKLIN COUNTY, OHIO

KEMBA Financial Credit Union
PO Box 307370
Gahanna, OH 43230

Plaintiff,

vs.

Raven J. Walke
152 Hayden Avenue
Columbus, OH 43222-1021

Defendant.

Case no. _____

COMPLAINT FOR MONEY

1. The Plaintiff KEMBA Financial Credit Union is the owner of a Loan Agreement executed by Defendant on September 29, 2021. A true copy of said Agreement is attached hereto as Exhibit "1".
2. Plaintiff further states that Defendant defaulted under the terms of the Agreement 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 \$15,170.88, together with accrued interest of \$2,974.01 through June 9, 2025, and interest thereafter at the rate of 6.74% per annum. A copy of the Transaction Summary is attached hereto as Exhibit "2".

WHEREFORE, Plaintiff prays for judgment against the Defendant Raven J. Walke in the principal sum of \$15,170.88, together with accrued interest of \$2,974.01 through June 9, 2025, and interest thereafter at the rate of 6.74% per annum and costs.

/s/ Thomas G. Widman, 0059259
Thomas G. Widman, 0059259
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# 41743108

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.

CUST# 89471

DEAL# 512920

Credit Union: **KEMBA Financial Credit Union**

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.

NATURE OF BORROWER

Raven Walke

DATE

09/29/2021

GERMAIN HYUNDAI
1400 AUTO MALL DR
COLUMBUS, OH 43228

KEMBA FINANCIAL CU
555 OFFICENTER PLACE
GAHANNA OH 43230

NAME AND ADDRESS OF BORROWER(S)

RAVEN J WALKER

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.

7.01 %

FINANCE CHARGE:
The dollar amount the credit will cost you.

\$ 6987.16

Amount Financed: The amount of credit provided to you or on your behalf.

\$ 24709.40

Total of Payments: The amount you will have paid after you have made all payments as scheduled.

\$ 31696.56

Your Payment Schedule Will Be:

84

AMOUNT OF PAYMENTS

377.34

WHEN PAYMENTS ARE DUE

Monthly beginning 12/28/2021

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)

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

☐ Single Credit Life

\$ N/A

You want credit life insurance

SIGNATURE

N/A

DATE

☐ Joint Credit Life☐ Credit Disability

\$ N/A

You want credit disability insurance

SIGNATURE

N/A

DATE

Late Charges: If a payment is late by 10 days or more, you will be charged \$25 or up to 10% of the monthly payment.

Required Deposit Balance: The Annual Percentage Rate does not take into account your required deposit balance.

Filing Fees:

\$ N/A

Prepayment: If you payoff early, you will not have to pay a penalty. You will not receive a refund of any prepaid finance charges you may have paid. "e" means estimate.

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 G minus H)

\$ 24709.40

AMOUNT GIVEN TO YOU DIRECTLY

\$ N/A

AMOUNT PAID ON YOUR ACCOUNT

\$ 22760.40

AMOUNT PAID TO OTHERS ON YOUR BEHALF

a \$ 20360.50 TO GERMAIN HYUNDAI

e \$ 1878.90 TO PUBLIC OFFICIAL FEES & DOC FEE

b \$ N/A TO N/A

f \$ N/A TO N/A

c \$ 1699.00 TO JM&A SVC CONTRACT

g \$ N/A TO N/A

d \$ 995.00 TO JM&A GAP

h \$ 224.00 TO PREPAID FINANCE CHARGE

NOTE AND PLEDGE OF SHARES

Fixed Rate Loan:

You promise to pay the credit union \$ 24933.40 plus interest at the rate of 6.7400 % per year on the unpaid balance. The undersigned pledge themselves to pay the principal and interest of this note or any extension thereof in consecutive installments.

INSTALLMENTS OF (inclusive of principal and interest)

PAYABLE IN

84

THE FIRST PAYMENT TO BE MADE ON

12/28/2021

AND A LIKE AMOUNT

MONTHLY

PLUS AN IRREGULAR OR FINAL PAYMENT

\$ 377.34 DUE ON 11/28/2028

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.

Vendor's Single Interest Insurance: If box is checked, we require Vendor's Single Interest Insurance. You may choose the person through whom Vendor's Single Interest Insurance is to be obtained. This insurance is for the sole protection of the assignee and your interest is not covered. If obtained through us, the cost of such insurance is shown in the "Itemization of Amount Financed" area.

SECURITY AGREEMENT ON REVERSE SIDE ☒ IS APPLICABLE ☐ IS NOT APPLICABLE

COLLATERAL

Titled Property	MAKE	YEAR	MODEL	TYPE OF VEHICLE	IDENTIFICATION
<input checked="" type="checkbox"/>	KIA	2018	SOUL	WG	

Other Property: (Describe)

You are buying or using the Collateral primarily for:

☒ Personal, family or household purposes

☐ Farming operations

☐ Business

LOAN SIGNATURES

I agree 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 copy of the loan and security agreements and disclosure statement.

BORROWER'S SIGNATURE

DATE

09/29/2021

☒ CO-APPLICANT☐ OTHER OWNER☐ GUARANTOR

DATE

N/A

WITNESS

X

WITNESS

X

DATE

09/29/2021

DATE

*OTHER OWNERS: Any person who has a property interest (other than as a renter or lessee) in the above-described collateral sign here. The owner, unless also co-applicant, is not obligated to pay the debt, but understands that the credit union has a security interest in the collateral as explained in the Security Agreement. *GUARANTOR: Upon default, the credit union may seek immediate payment from guarantor of any and all sums due on the loan. The guarantor waives all notices to which he or she would otherwise be entitled by law.

WHITE COPY - CREDIT UNION COPY

YELLOW COPY - MEMBER COPY

PINK COPY - FILE COPY

GOLD COPY - SELLER COPY

OHAIO01 Rev. 11/12

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09/29/2021 02:24 pm

IN THESE AGREEMENTS, THE WORDS "I," "ME," "MY" AND "MINE" MEAN ALL THOSE NAMED AS DEBTORS. THE WORDS "YOU," "YOUR" AND "YOURS" MEAN THE CREDIT UNION.

LOAN AGREEMENT

Payments/Finance Charges: For value received, I promise to pay, at your office, all amounts due. All payments shall be made pursuant to the disclosure statement on the face of this document. I understand that the finance charge and total of payments shown on the reverse side of this page are based on the assumption that all installment payments will be made on the scheduled due dates. If I fail to pay any installment by the time it is due, I will pay additional interest on the overdue amount.

Late Charges: If I make a late payment, I agree to pay a late charge if one is disclosed on the face of this document.

Property Insurance: If I obtain a loan secured by a motor vehicle or other tangible property, I must obtain insurance which protects the credit union from financial loss. Such a policy must provide at least fire, theft, combined additional coverages and collision insurance. It must contain a Loss Payable clause endorsement naming the credit union as lien holder. I may obtain this insurance from any agent of my choice and direct the agent to send you a copy of the policy.

Debtor Responsibility: I promise to notify you of any change in my name, address or employment within 30 days of the change. I promise not to apply for a loan if I know there is a reasonable probability that I will be unable to repay my obligation according to the terms of the credit extension. I promise to inform you of any new information which relates to my ability to repay my obligation. I promise not to submit false or inaccurate information or willfully conceal information regarding my creditworthiness, credit standing, or credit capacity.

Default: (1) If I break any promise made under this Loan Agreement or under the Security Agreement; or (2) if I do not use the money you loaned me for the purpose stated in my application; or (3) if you should, in good faith, believe that prospect of payment, performance or realization of the collateral, if any, is impaired; or (4) if I die; or (5) if I file a petition in bankruptcy, insolvency, or receivership or am put involuntarily into such proceedings; or (6) if the collateral, if any, given as security for this loan is lost, damaged or destroyed, or if it is levied against, attached or garnished; or (7) if I do not pay on time any of my other or future debts to you, you may, at your option and without prior notice, declare this loan immediately due and payable, and I must immediately pay the total unpaid balance, as well as the Finance Charge to date, any late charges and costs of collection permitted under law, including reasonable attorney's fees. Costs of collection include, but are not limited to, repossession fees, appraisals, environmental site assessments, casualty damage insurance coverage, and attorney's fees for any action taken by an attorney in order to collect this loan or preserve or protect the credit union's rights and remedies, including without limitation, pre-suit demands for payment, pre-suit mediation or settlement negotiations, investigation and assessment of the credit union's rights, participation in bankruptcy cases, matters, and proceedings (including without limitation, filing proofs of claim, pursuing reaffirmation agreements, attending meetings of creditors, and pursuing complaints, motions and objections that relate in any way to the credit union's collateral or right to payment), collateral disposition, non-bankruptcy suits and/or administrative actions, and appeals. The principal balance in default shall bear interest at the contract rate.

Delay In Enforcement: You may delay enforcing any of your rights under this agreement without losing them.

Irregular Payments: You may accept late payments or partial payments, even though marked "payment in full," without losing any of your rights under this agreement.

Co-Applicants: If I am signing this agreement as a co-applicant, I agree to be equally responsible with the borrower, but you may sue either or both of us. You do not have to notify me that this agreement has not been paid. You may extend the terms of payment and release any security without notifying or releasing me from responsibility on this agreement.

Co-applicant understands that it will not be necessary for the credit union to first demand payment from debtor or otherwise make efforts to collect from debtor prior to making demand for payment upon co-applicant. Co-applicant further agrees that with or without notice of further consent from co-applicant, any security held by the credit union for the debt of debtor, may be exchanged, surrendered or released and any obligation of debtor, may be renewed, extended, continued, surrendered or compromised, in whole or in part, or any default with respect thereto waived, as lender may see fit, and co-applicant shall remain bound on this note.

Contractual Pledge of Shares: I pledge all my shares and deposits in the credit union, including future additions, as security for this loan. In case I default, you may apply these shares and deposits to the payment of all sums due at the time of default, including costs of collection and reasonable attorney's fees. No lien or right to impress a lien on shares and deposits shall apply to any of my shares which may be held in an "Individual Retirement Account" or "Keogh Plan."

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 WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

SECURITY AGREEMENT

1. To secure payment of this loan and all expenditures incurred by the credit union in connection with this loan, or in realizing on a security interest, I grant to you a security interest in the property described on the reverse side of this document. The security interest includes all increases, substitutions and additions to the secured property, proceeds from any insurance on the secured property and all earnings received from the secured property.

Cross-collateralization. Property given as security for this loan or for any other loan will also secure all amounts owed the credit union now and in the future. However, property securing another debt will not secure this loan if such property is my principal dwelling or are household goods.

2. I will not change the location of, sell or transfer the collateral unless I have your prior written consent.

3. I warrant that I have good title to the collateral, free of all security interests except that given to the credit union and except for any interest of a non-co-applicant owner of the collateral who has signed the agreement in the indicated place.

4. I will pay all taxes, assessments, and liens against or attached to the property described and further agree to keep the property in good condition, housed in a suitable shelter. I agree to execute financing statements and security agreement amendments at your request and will defend the property against adverse third party claims.

5. I will maintain insurance to cover any vehicle or other property in which you have a security interest. This insurance will be in a form and an amount satisfactory to you. I will supply you with proof of such insurance until all sums owed to you and secured by this property are repaid. If I fail to maintain such insurance, you may, but are not required to, obtain insurance of your own and add the cost of such to the sums owed. This cost will bear interest at the contract rate until paid. I further assign to you the right to receive the proceeds of any insurance on such property, and direct any insurer to pay those proceeds directly to you. I authorize you to endorse any check or draft provided as the proceeds of such insurance, and apply those proceeds to the sums owed to you.

I further authorize you to provide your Insurance Service Center with the necessary information for verification of adequate coverage.

I acknowledge that insurance, or any extension thereof, placed by you is without benefit to me individually but is primarily for the protection of you.

6. Should you feel at any time that the security presented has diminished in value, or for any reason feel that additional security is required, I agree to assign to you within ten (10) days whatever additional security you feel is necessary to protect yourself against possible loss.

7. If a default as defined in the Loan Agreement should occur, you have the authority, upon such default, to repossess and sell the collateral in a lawful manner. In such case, you or your authorized representatives may, at your option, enter the premises where the collateral is kept and take possession, subject to applicable laws. You have the right to render the property pledged as collateral unusable and may dispose of the collateral on the premises where the collateral is kept. If you decide to sell the collateral at a public sale, private sale or otherwise dispose of the collateral, you will notify me of the time and place of the intended disposition ten (10) days prior to the sale or disposition. If you sell or otherwise dispose of the collateral you may collect from me reasonable expenses incurred in the retaking, holding and preparing the collateral for and arranging the sale of the collateral. You may also collect reasonable attorney's fees and legal expenses, permitted by applicable law, incurred in connection with disposition of the property. Unless I default, I may keep possession of the property (collateral) described and use it in any lawful manner consistent with this agreement or with the insurance policy on the collateral. I understand that you have certain rights and legal remedies available to you under the Uniform Commercial Code and other applicable laws, and that you may use these rights to enforce payment if I default. In the event, I will at your request assemble the property (collateral) and make it available to you at a place of your choosing. If you decide to waive this default, it will not constitute waiver of any other subsequent defaults.

8. You are hereby appointed as my Attorney-in-Fact to perform any acts which you feel are necessary to protect the collateral and the security interest which this agreement creates.

9. If there is more than one borrower, our obligations under this agreement are joint and several, each being equally responsible to fulfill the terms of this agreement.

10. This security agreement not only binds me, but my executors, administrators, heirs, and assigns.

11. If the law makes any terms of this agreement unenforceable, the other terms of this agreement remain in effect.

30 WALKER, RAVEN J Loan 10: CHARGED OFF 2018 KIA SOUL Transaction Summary

04/02/2025

Post Date	ID	Eff Date	Transaction	Trans Amt	Balance Chg	Int/Pnlt	Fees	New Balance	Description	Prev Available
CANCELLATION REFUND: GERMAIN HYUNDAI										
12/29/2022	L 10	12/29/2022	Check Received 790.78	790.78	-790.78	0.00	0.00	15,170.88		0.00
			Check Princ...	0.00 to 256.42						
12/22/2022	L 10	12/22/2022	% PartialPmt	1,011.10	-1,011.10	0.00	0.00	15,961.66	From Share 00	0.00
SERV-CONTRACT CANCEL FROM FIDELITY										
Check Received 1,006.10										
% PartialPmt 0.00 to 251.42										
12/19/2022	L 10	12/19/2022	Check Paym...	1,006.10	-450.59	442.32	113.19	16,972.76		0.00
COLUMBUS FAIR AUTO AUCTION										
			Check Received 7,020.00							
11/23/2022	L 10	11/23/2022	Check Princ...	6,570.00	-6,570.00	0.00	0.00	16,972.76	Mail	0.00
			% PartialPmt	295.32 to 0.00						
09/01/2022	L 10	09/01/2022	Payment	459.36	-364.87	94.49	0.00	23,542.76	ePayment	0.00
			% PartialPmt	5.32 to 295.32						
08/22/2022	L 10	08/22/2022	Payment	290.00	0.00	214.54	75.46	23,907.63	ePayment	0.00
			% PartialPmt	2.66 to 5.32						
06/23/2022	L 10	06/23/2022	Payment	380.00	-286.18	93.82	0.00	23,907.63		0.00
			% PartialPmt	0.00 to 2.66						
ITM Session: 1452988 HILLB13043										
06/02/2022	L 10	06/02/2022	Cash Payment	380.00	-38.00	304.27	37.73	24,193.81		0.00
			% PartialPmt	2.66 to 0.00						
03/26/2022	L 10	03/26/2022	Cash Payment	380.00	-230.13	149.87	0.00	24,231.81		0.00
03/18/2022	L 10	03/18/2022	Insurance Ad...	-91.64	-91.64	0.00	0.00	24,461.94	FPI Fee Refund	0.00
03/18/2022	L 10	03/18/2022	Insurance Ad...	-56.63	-56.63	0.00	0.00	24,553.58	FPI Int Refund	0.00
03/18/2022	L 10	03/18/2022	Insurance Ad...	-4,718.00	-4,718.00	0.00	0.00	24,610.21	CPI Ins Refund	0.00
			% PartialPmt	380.00 to 760.00						
02/25/2022	L 10	02/25/2022	Cash Payment	380.00	-303.40	76.60	0.00	29,328.21		0.00
			% PartialPmt	0.00 to 380.00						
02/11/2022	L 10	02/11/2022	Cash Payment	380.00	-19.79	268.57	91.64	29,631.61		0.00
01/11/2022	L 10	01/11/2022	Insurance Ad...	4,718.00	4,718.00	0.00	0.00	29,651.40	CPI Insurance	0.00
12/28/2021	L 10	12/28/2021	Cash Payment	380.00	0.00	380.00	0.00	24,933.40		0.00
NEW LOAN BALANCE - 0028183330-0010										
09/30/2021	L 10	09/30/2021	New Loan	24,933.40	24,933.40	0.00	0.00	24,933.40		0.00

EXHIBIT
2