

**COMMON PLEAS COURT OF FRANKLIN COUNTY, OHIO**  
**Clerk of Courts**

**INSTRUCTIONS FOR SERVICE**

CUSTOMERS BANK  
\_\_\_\_\_  
PLAINTIFF(S)

CASE NO. \_\_\_\_\_

VS.

Francessca McMurtry  
\_\_\_\_\_  
DEFENDANT(S)

TO THE CLERK OF COURTS, YOU ARE INSTRUCTED TO MAKE:

CERTIFIED MAIL SERVICE   X   ORDINARY MAIL SERVICE \_\_\_\_\_

PERSONAL SERVICE BY THE SHERIFF OF \_\_\_\_\_ COUNTY \_\_\_\_\_

RESIDENCE SERVICE BY THE SHERIFF OF \_\_\_\_\_ COUNTY \_\_\_\_\_

PERSONAL SERVICE BY PROCESS SERVER \_\_\_\_\_ RESIDENCE SERVICE BY PROCESS SERVER \_\_\_\_\_

OF THE FOLLOWING DOCUMENTS   Complaint  

UPON:

Francessca McMurtry  
\_\_\_\_\_  
(NAME #1)  
5461 Cameron Ellis Dr 213  
\_\_\_\_\_  
(ADDRESS)  
Westerville OH 43081-9030  
\_\_\_\_\_  
(CITY – STATE – ZIP CODE)

\_\_\_\_\_  
(NAME #2)  
\_\_\_\_\_  
(ADDRESS)  
\_\_\_\_\_  
(CITY – STATE – ZIP CODE)

\_\_\_\_\_  
(NAME #3)  
\_\_\_\_\_  
(ADDRESS)  
\_\_\_\_\_  
(CITY – STATE – ZIP CODE)

\_\_\_\_\_  
(NAME #4)  
\_\_\_\_\_  
(ADDRESS)  
\_\_\_\_\_  
(CITY – STATE – ZIP CODE)

\*\*\*\*\*

Eden R. Sarver  
\_\_\_\_\_  
(ATTORNEY NAME)  
P.O. Box 182423  
\_\_\_\_\_  
(ADDRESS)  
Columbus, OH 43218-2423  
\_\_\_\_\_  
(CITY - STATE - ZIP CODE)  
0074919 (614) 898-5200  
\_\_\_\_\_  
(ATT. REG. NO.) PHONE NO.

**COST:**

RECEIPT # \_\_\_\_\_  
CLERK \$ \_\_\_\_\_ CLERK\$ \_\_\_\_\_  
SHERIFF \$ \_\_\_\_\_ SHERIFF \$ \_\_\_\_\_  
FOREIGN FOREIGN  
SHERIFF \$ \_\_\_\_\_ SHERIFF \$ \_\_\_\_\_

# FRANKLIN COUNTY COMMON PLEAS COURT

## CUSTOMERS BANK

c/o Levy & Associates, LLC  
P.O. Box 182423  
Columbus, OH 43218-2423,

PLAINTIFF,

v.

**Francesca McMurtry**  
5461 Cameron Ellis Dr 213  
Westerville OH 43081-9030

DEFENDANT.

Case # \_\_\_\_\_

COMPLAINT

OTHER CIVIL

☒ In accordance with Civil Rule 4.6(C) or  
(D), Ordinary Mail Waiver Requested

## COMPLAINT

1. Upon information and belief, Defendant(s) resides in Franklin County, Ohio.
2. On or about June 8, 2023, Defendant(s) executed and delivered to Plaintiff a Loan Agreement whereby Defendant promised to pay the sum of \$158,794.50 with interest thereon at the rate provided in the Loan Agreement. A copy of the Loan Agreement is attached.
3. Defendant breached the terms of Loan Agreement by failing to pay on the Loan Agreement.
4. As a result of said breach there is now due and owing to the Plaintiff from the Defendant the sum of One Hundred Sixty-Three Thousand Four Hundred Eighty-Eight and 48/100 Dollars (\$163,488.48). See payment History attached.

**WHEREFORE**, Plaintiff demands judgment against Defendant(s), jointly and severally if more than one, in the sum of One Hundred Sixty-Three Thousand Four Hundred Eighty-Eight and 48/100 Dollars (\$163,488.48), and court costs expended.

Respectfully submitted,

By: \_\_\_\_\_

- ☐ Erin Enderle (#0081407)
- ☐ Eden Sarver (#0074919)
- ☐ Frank Zarny (#0093443)
- ☐ Crystal M. Duplay (#0084600)
- ☐ Hal Burke (#0069015)

**Levy & Associates, LLC**

P.O. Box 182423

Columbus, OH 43218-2423

Tel: (614) 898-5200

[legal@levylawfirms.com](mailto:legal@levylawfirms.com)

*Attorneys for Plaintiff*

E6-99344

**FRANKLIN COUNTY COMMON PLEAS COURT**

**CUSTOMERS BANK**

C/O LEVY & ASSOCIATES, LLC

P.O. BOX 182423

COLUMBUS, OH 43218-2423

PLAINTIFF,

v.

**FRANCESSCA MCMURTRY**

5461 CAMERON ELLIS DR 213

WESTERVILLE OH 43081-9030

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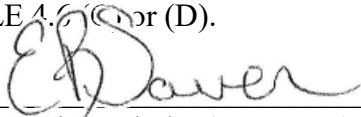
)

Case #

DEFENDANT(S).

INSTRUCTIONS TO CLERK FOR SERVICE OF SUMMONS BY ORDINARY MAIL  
IF CERTIFIED MAIL IS RETURNED MARKED UNCLAIMED

**IF** SERVICE OF PROCESS BY CERTIFIED MAIL IS RETURNED BY THE  
POSTAL AUTHORITIES WITH AN ENDORSEMENT OF "REFUSED"  
OR "UNCLAIMED", THE UNDERSIGNED WAIVES NOTICE OF THE FAILURE  
OF SERVICE BY THE CLERK AND REQUESTS ORDINARY MAIL SERVICE  
IN ACCORDANCE WITH CIVIL RULE 4.5 (C) or (D).

  
☐ Erit Enderle (#0081407)

☐ Eden Sarver (#0074919)

☐ Frank Zmary (#0093443)

☐ Crystal M. Duplay (#0084600)

☐ Hal Burke (#0069015)

**Levy & Associates, LLC**

P.O. Box 182423

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[legal@levylawfirms.com](mailto:legal@levylawfirms.com)

*Attorneys for Plaintiff*

E6-99344

Customers Bank

Private Student Loan

**NON-NEGOTIABLE CREDIT AGREEMENT - THIS IS A CONSUMER CREDIT TRANSACTION****Borrower Information (the "Borrower"):**Full Name (First/Middle/Last): Francesca Mcmurtry

Social Security # (last four digits): \_\_\_\_\_

Date of Birth (mm/dd/yyyy): \_\_\_\_\_

Permanent (Home) Address: 5461 Cameron Ellis

Or

City: Westerville State: OH Zip Code: 43081-9030**Customers Bank (the "Lender")**

40 General Warren Boulevard Malvern, PA 19355

**A. DEFINITIONS**

1. In this Credit Agreement, unless otherwise indicated, the words "I," "me," "my," and "mine" mean the person(s) who signed the Credit Agreement as Borrower and the person(s) who signed the Credit Agreement as Cosigner. The words "you," "your," "yours," and "lender" mean Lender, its successors and assigns, and any other assignee of this Credit Agreement.
2. "Advance" means any amount you advance on my behalf under the terms of this Credit Agreement. The sum of all Advances may be less than the Maximum Total Advance, but will not be more than the Maximum Total Advance.
3. "Application" means the request for credit, either written or on your Website, that I made to you in connection with this Credit Agreement.
4. "Capitalized Interest" means accrued and unpaid interest that is added to the Principal.
5. "Credit Agreement" or "Agreement" means this agreement.
6. "Disbursement Date" means the date on which you make an Advance under this Credit Agreement by issuing a check or initiating an electronic payment to pay off an Existing Student Loan.
7. "Disclosure Statements" means the closed-end credit disclosures required by the federal Truth-in-Lending Act.
8. "Educational Expenses" means "qualified higher educational expenses" as defined in 26 U.S.C. § 221(d)(2), including tuition, fees, books, supplies, and room and board.
9. "Existing Student Loan" means an existing loan that I have instructed you to pay on my behalf by making an Advance under this Credit Agreement. I represent that each Existing Student Loan was used to pay for Educational Expenses.
10. "Maximum Total Advance" is U.S. \$158,794.50.
11. "Maturity Date" is 240 months starting on the date of the first billing due date.
12. "Principal" means the sum of each Advance plus any accrued but unpaid interest.
13. "Website" means the web address <http://customersbank-refi.lendkey.com> or any other web address you may provide to me in the future.

**B. PROMISE TO PAY**

I promise to pay to you all amounts I owe under this Credit Agreement, including the Principal, together with the interest, late payment charges, and any other fees and charges as described in this Credit Agreement.

**C. PAYMENTS**

1. Repayment. I agree to make regular monthly payments on the payment due dates and in the amounts indicated on the statements you post to my account on your Website (or as you may otherwise send to me), until I have paid all amounts outstanding under this Credit Agreement. If I still owe amounts under this Credit Agreement on the Maturity Date, I will pay those amounts in full on the Maturity Date.
2. Repayment Terms. My regular monthly payments will be the amount necessary to repay the Principal balance in substantially equal installments at the fixed interest rate by the Maturity Date.
3. Minimum Payment. I agree that my minimum monthly payment shall not be less than \$50.00 or the Principal balance, whichever is less. I understand that this may result in my loan being paid off before the Maturity Date.
4. Amounts Owed on the Maturity Date. Interest accrues daily on the unpaid Principal balance. If I make a payment after a payment due date or if I fail to pay any



other fees and charges when due, my final payment due on the Maturity Date may be higher than the immediately preceding regular monthly payments.

5. Application of Payments. You will apply my monthly payments in the following order: first to late charges, then to other fees and charges, then to accrued interest, then to Capitalized Interest and the remainder to Principal.

6. Late Fees. Applies to Wisconsin residents only: If my payment is fifteen (15) days or more late, I will pay a late charge of five percent (5%) of the unpaid installment amount or ten dollars (\$10.00), whichever is less. Applies to all other borrowers: If any part of a monthly payment remains unpaid for a period of more than fifteen (15) days after the payment due date, I will pay a late charge of \$15.00.

7. NSF (non-sufficient funds) Fees. Applies to all borrowers: I will pay an NSF Fee of \$10.00 for each payment on this Credit Agreement returned because the drawer: (i) does not have an account with the drawee, (ii) does not have sufficient funds in his/her account, or (iii) does not have sufficient credit with the drawee.

#### D. INTEREST

1. Accrual. I will pay interest on the Principal balance outstanding at the rate then in effect until the Principal balance is paid in full. Interest will be charged on a daily simple interest basis. The daily interest rate will be equal to the annual interest rate in effect on that day, divided by 365 (366 in a leap year).

2. Rate Calculation. My annual interest rate is 8.05%.

3. Automatic Payment Rate Reduction. You agree to decrease the Margin by 0.25% when I authorize you or the servicer to automatically draft loan payments from a personal checking or savings account. I understand that this rate reduction will be subject to the Floor Rate and will be removed upon any cancellation of the automatic payment or failed collection attempt. This rate reduction does not apply during any period of deferment or forbearance.

4. Replacement Index and Replacement Margin. The Index will be deemed to be no longer available and will be replaced if any of the following events (each, a "Replacement Event") occur: (i) the Consumer Financial Protection Bureau ("CFPB") or the Administrator has permanently or indefinitely stopped providing the Index to the general public; or (ii) the CFPB or the Administrator or its regulator issues a rule or official public statement that the Index is no longer reliable or representative, or otherwise unavailable.

If a Replacement Event occurs, Lender will select a new index (the "Replacement Index") and may, if needed under subsection (2) also select a new margin (the "Replacement Margin"), as follows:

(1) If one or more Replacement Index or indices has been selected or recommended for use in consumer products, including private student or educational loans, by the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York, or a committee endorsed or convened by the CFPB, Board of Governors of the Federal Reserve System, or the Federal Reserve Bank of New York at the time of a Replacement Event, Lender will select one of those indices as the Replacement Index.

(2) If a Replacement Index has not been selected or recommended for use in consumer products under subsection (1) above at the time of a Replacement Event, Lender will make a reasonable, good faith effort to select a Replacement Index and a Replacement Margin that, when added together, Lender reasonably expects will minimize any change in the cost of the loan, taking into account the historical performance of the Index and the Replacement Index.

The Replacement Index and Replacement Margin, if any, will be operative immediately upon a Replacement Event and will be used to determine my interest rate and monthly payments on Change Dates that are more than 20 days after a Replacement Event. The Index and Margin may be replaced again during the term of my Note, but only if another Replacement Event occurs or is otherwise allowed by law. After a Replacement Event, all references to the "Index" and "Margin" shall be deemed to be references to the "Replacement Index" and "Replacement Margin."

Lender will also give me notice of my Replacement Index and Replacement Margin, if any, and such other information required by applicable law and regulation.

#### E. LOAN FEE

I will not be charged an origination fee for the Loan.

#### F. RIGHT TO PREPAY

I have the right to prepay all or any part of the amounts I owe under this Credit Agreement at any time without penalty. Any partial prepayment will be credited to the outstanding Principal balance.

#### G. FORBEARANCE

I may request that you modify these terms. I understand that such modification would be at your option. I understand that I will remain responsible for all interest that accrues during any period of forbearance and that you will add any accrued but unpaid interest to the Principal balance. I may, at your discretion, receive up to 18 months of forbearance. No single forbearance period will be longer than six months.

#### H. DEFAULT

##### The following provisions apply to borrowers in Wisconsin:

I shall be in default under this Agreement if any of the following occur: (a) If an amount exceeding one (1) full payment due under this Agreement is more than ten (10) days late or if the first or last payment due under this Agreement is more than forty (40) days late; OR (b) I breach any term or condition of this Agreement, which breach materially impairs my ability to pay amounts when due.

Right to Cure Default: If I am in default under this Agreement, you must give a notice of default to me pursuant to Wisconsin Statutes Sec. 425.104 - 425.105. I shall have fifteen (15) calendar days from the date the notice is mailed to me to cure the default. In the event of an uncured default, you shall have all the rights and remedies for default provided under the Wisconsin Consumer Act, Uniform Commercial Code, or other applicable law. You may waive any default without waiving any other subsequent or prior default by me.

No Right to Cure: Pursuant to Wisconsin Statutes Sec. 425.105(3), I shall not have the right to cure a default if the following occur twice during the preceding twelve (12) months: (a) I was in default on the credit agreement; (b) You gave me notice of the right to cure such previous default in accordance with Wisconsin Statutes Sec. 425.104; and (c) I cured the previous default.

Lender's Rights in the Event of Default: In the event of default, and if I have the right to cure the default pursuant to Wisconsin Statutes Sec. 425.105, if I fail to cure the default within 15 days after I am given notice of the default, the lender may declare the whole outstanding balance due under this Agreement payable at once and proceed to collect it, including commencing legal action.

Nothing in this Agreement shall be construed to restrict your ability to exercise your rights under the Wisconsin Consumer Act, Uniform Commercial Code, or other applicable law.

##### The following provision applies to all other borrowers:



To the extent permitted by applicable law, I will be in default and you have the right to give me notice that all sums I owe under the terms of this Credit Agreement, are due and payable at once (subject to any applicable law which may give me a right to cure my default) if: (1) I fail to make any monthly payment to you when due, (2) I die, (3) I break any of my other promises in this Credit Agreement, (4) Any bankruptcy proceeding is begun by or against me, or I assign any of my assets for the benefits of my creditors, (5) I make any false written statement to you. I will be required to pay interest after default. The interest rate after default will be subject to adjustment in the same manner as before default. Notwithstanding the foregoing, if the proceeds of this loan were used to (a) refinance or consolidate one or more federal student loans (whether or not consolidated with a private education loan) or (b) refinance a single private education loan, then I will not be in default and you will not declare my loan due and payable immediately solely because of the death or bankruptcy of my cosigner.

#### I. NOTICES

1. I will send you notice of any changes to the information I provided in my Application within ten (10) calendar days of such change, including, but not limited to, any change to my name, address, telephone number or email address. I further agree to update information I have provided to you upon your request.
2. Any notice required to be given to me by you will be effective when such information is emailed to the email address I have given you or, at your discretion, mailed by first class mail to the most recent address you have for me. Unless required by applicable law, you need not give a separate notice to the cosigner, if any.

#### J. PRIVACY

1. You may report information about my account to credit bureaus. Late payments, missed payments or other defaults on my account may be reflected in my credit report.
2. I authorize you from time to time to request and receive from others credit related information about me (and about my spouse if I live in a community property state).

**I understand that the reporting of information about my account to credit bureaus may adversely affect my credit rating and my ability to obtain other credit.**

#### K. ADDITIONAL AGREEMENTS

1. I understand that you are located in Pennsylvania and that this Credit Agreement will be entered into in the same state. CONSEQUENTLY, THE PROVISIONS OF THIS CREDIT AGREEMENT WILL BE GOVERNED BY FEDERAL LAW AND PENNSYLVANIA LAW, WITHOUT REGARD TO CONFLICT OF LAW RULES. I agree that any action brought pursuant to this Agreement may be brought in the Federal or State Courts of the State of Pennsylvania and expressly consent to personal jurisdiction within Pennsylvania.

2. The Cosigner, if any, will not receive any Advances.

3. I understand that I must repay this Credit Agreement though I may be less than 18 years of age when the Application is signed. If I am a Cosigner, I must be at least the age of majority in the state where I reside.

4. My responsibility to make monthly payments or to pay any amounts due under this Credit Agreement is unaffected by the liability of any other person to me or by your failure to notify me that a required payment has not been made. You may delay, fail to exercise, or waive any of your rights on any occasion without losing your entitlement to exercise the right at any future time, or on any future occasion. Without losing any of your rights under this Credit Agreement, you may accept late payments or partial payments. I WILL NOT SEND YOU PARTIAL PAYMENTS MARKED "PAID IN FULL," "WITHOUT RECOURSE," OR WITH OTHER SIMILAR LANGUAGE UNLESS THOSE PAYMENTS ARE MARKED FOR SPECIAL HANDLING AND SENT TO THE ADDRESS SPECIFIED ON YOUR WEBSITE OR TO SUCH OTHER ADDRESS AS I MAY BE GIVEN IN THE FUTURE.

The following applies to all borrowers except Wisconsin Residents: You will not be obligated to make any demand upon me, send me any notice, present this Credit Agreement to me for payment or make protest of non-payment to me before suing to collect on this Credit Agreement if I am in default, and to the extent permitted by applicable law, I hereby waive any right I might otherwise have to require such actions.

5. As a Cosigner, I intend to be a principal to this Credit Agreement and not a surety. To the extent I am treated as a surety, I waive any and all notices to which I may be entitled by law, and all suretyship defenses. You shall not be required to exhaust your remedies against the Borrower before contacting me as Cosigner to make payment. This provision shall not apply to Wisconsin residents if and to the extent it violates the Wisconsin Consumer Act.

6. You reserve the right to correct any errors, inaccuracies, or omissions related to my account without my approval.

7. I may not assign this Credit Agreement or any of its benefits or obligations. You may assign this Credit Agreement at any time and will inform me 30 days prior to any changes in my terms.

8. The terms and conditions set forth in this Credit Agreement and my application are intended to constitute the entire agreement between you and me, and there are no other written or oral understandings between us.

9. If any provision of this Credit Agreement is held invalid or unenforceable, that provision shall be considered omitted from this Credit Agreement without affecting the validity or enforceability of the remainder of this Credit Agreement. Wisconsin Borrowers: This provision shall apply only to the extent not prohibited by the Wisconsin Consumer Act.

10. A provision of this Credit Agreement may only be modified if jointly agreed upon in writing by you and Borrower. Any modification will not affect the validity or enforceability of the remainder of this Credit Agreement.

11. By signing this Credit Agreement, I authorize you and your agents and independent contractors to: (1) investigate and verify my credit, employment, and other information bearing upon my ability to qualify for the Loan (including obtaining consumer reports about me); (2) respond to inquiries from prior or subsequent lenders or holders with respect to my Credit Agreement and related documents, (3) release information and make inquiries to the persons I have listed in my Loan Application as references, for the purposes of learning my current address and telephone number, (4) request and obtain consumer reports about me from consumer reporting agencies and my employment history, and to make whatever inquiries and receive whatever information that you deem necessary in connection with any disbursements, extensions, deferments, refinancing, or consolidations, or for any other lawful purpose, including (but not limited to) collection and account review. I also authorize you to obtain information about me from third parties to authenticate my identity.

12. For Borrowers refinancing Existing Student Loans used to pay their own Educational Expenses: I authorize any school that I may attend or have attended to release to you or any other persons designated by you, any requested information pertinent to my Loan Application (e.g. enrollment status, employment status, prior loan history, and current address). For Borrowers refinancing their Existing Student Loans used to pay for their child's Educational Expenses: I authorize my child, whose Educational Expenses were paid for in part or in whole by the Existing Student Loan(s), to provide you with information that may allow you to verify information provided in my Loan Application (e.g., prior enrollment status, loan history, employment status, etc.), and authorize any school that I attended to release to you or any other persons designated by you, any requested information pertinent to my Loan Application.

13. Waiver by Lender: You waive (give up) any right to claim a security interest in any property to secure this Credit Agreement. This does not affect any right to your



right to setoff as a matter of law.

**14. DISCHARGEABILITY: I UNDERSTAND THAT MY LOAN MAY BE SUBJECT TO THE LIMITATIONS ON DISCHARGEABILITY IN BANKRUPTCY ESTABLISHED BY SECTION 523(A)(8) OF THE U.S. BANKRUPTCY CODE AS AMENDED. THIS MEANS THAT EVEN IF MY OTHER DEBTS ARE DISCHARGED IN BANKRUPTCY, I MAY STILL HAVE TO PAY THIS LOAN.**

15. To the extent that you may make Advances over multiple days after I sign this Credit Agreement. I understand that you may refuse to make an Advance if I: (1) fail to make required payments, or (2) fail to comply with any provision of this Credit Agreement.

16. Statutory Lien: I acknowledge and pledge to you a statutory lien in my shares and dividends on deposit in all joint and individual accounts and any monies held by you now and in the future to the extent of the loan made and any charges payable. The statutory lien does not apply to shares in any Individual Retirement Account.

17. I agree that if I do not make payments on my account in accordance with this agreement, I will accept calls from you or your agent regarding my account at any telephone number I provided (including cellular telephones). In addition, I understand you or your agent may use pre-recorded voice messages or automatic dialing devices to contact me at any telephone number associated with my account. I agree such calls will not be "unsolicited" calls for the purpose of state and federal laws.

#### L. BORROWER/COSIGNER CERTIFICATION

I declare under penalty of perjury under the laws of the United States of America that the following is true and correct. I certify that the information contained in the Application and Credit Agreement is true, complete and correct to the best of my knowledge and belief and is made in good faith. I certify that I applied the proceeds of each Existing Student Loan to pay for Educational Expenses and educational purposes. I understand that I must repay any portion of any Advance used to pay any amount that does not meet this requirement.

#### M. NOTICES

##### ALL APPLICANTS: IMPORTANT FEDERAL LAW NOTICE—

##### *Important information about procedures for opening a new account:*

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

*What this means for you:* When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

##### IMPORTANT DISCLOSURES FOR ACTIVE MEMBERS OF THE MILITARY AND THEIR DEPENDENTS:

*The following applies to members of the military and their dependents if:* (a) at the time your loan is made, you are an active member of the military or you are a dependent of an active member of the military (as those terms are defined in the Military Lending Act, 10 U.S.C. 987 and its implementing regulations); and (b) your loan is unsecured or secured by personal property that you did not purchase with the proceeds of the loan.

**NOTICE:** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums or debt protection fees; fees for ancillary products sold in connection with the credit transaction; any applicable fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To receive this notice verbally, please call (888) 659-9485 during our normal business hours.

ARIZONA RESIDENTS: Notice: I understand that I may request that the initial disclosures prescribed in the Truth in Lending Act (15 United States Code sections 1601 through 1666j) be provided in Spanish before signing any loan documents.

AVISO PARA PRESTATARIOS EN ARIZONA: Puedo solicitar que las divulgaciones iniciales prescritas en la Ley Truth in Lending Act (15 Código de los Estados Unidos secciones 1601 hasta 1666j) sean proporcionadas en español antes de firmar cualesquiera documentos de préstamos.

IOWA RESIDENTS: For purposes of the following notice, the word "you" refers to the Borrower and the Cosigner, if applicable, not the lender): **IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.**

IOWA AND KANSAS RESIDENTS (For purposes of the following notice, the word "you" refers to the Borrower and the Cosigner, not the lender): **NOTICE TO CONSUMER.** This is a consumer credit transaction.

1. DO NOT SIGN THIS CREDIT AGREEMENT BEFORE YOU READ IT.

2. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT.

3. YOU MAY PREPAY THE UNPAID BALANCE AT ANY TIME WITHOUT PENALTY AND MAY BE ENTITLED TO A REFUND OF UNEARNED CHARGES IN ACCORDANCE WITH LAW.

**MISSOURI RESIDENTS:** 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(s)) 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.



NEBRASKA RESIDENTS: A credit agreement must be in writing to be enforceable under Nebraska law. To protect you and us from any misunderstandings or disappointments, any contract, promise, undertaking, or offer to forebear repayment of money or to make any other financial accommodation in connection with this loan of money or grant or extension of credit, or any amendment of, cancellation of, waiver of, or substitution for any or all of the terms or provisions of any instrument or document executed in connection with this loan of money or grant or extension of credit, must be in writing to be effective.

NEVADA RESIDENTS: This is a loan for study.

NEW JERSEY RESIDENTS: The section headings of this Credit Agreement are a table of contents and not contract terms. Portions of this Credit Agreement with references to actions taken to the extent of applicable law apply to acts or practices that New Jersey law permits or requires. In this Credit Agreement, acts or practices (i) by you which are or may be permitted by "applicable law" are permitted by New Jersey law, and (ii) that may or will be taken by you unless prohibited by "applicable law" are permitted by New Jersey law.

UTAH RESIDENTS: This Credit Agreement is the final expression of the agreement between the parties and may not be contradicted by evidence of any alleged oral agreement.

#### N. COSIGNER NOTICES:

1. For the purposes of this Section N (1) only, the words I, me, my and mine refer to the Cosigner only, not the Borrower. In the event the Borrower makes eighteen (18) consecutive timely full principal and interest payments, I may request that you release me from this Credit Agreement. I understand that in order for my release from this Credit Agreement to be considered by you, the Borrower must, alone, meet the credit criteria and the Borrower's account must be and remain current up until your decision has been made. I understand that I acknowledge that the decision to release me from this Credit Agreement will be made by you in your sole and absolute discretion. If you agree to release me from this Credit Agreement, I will have no further obligation or liability for this debt.

2. For the purposes of the following notices only, the words "you" and "your" refer to the Cosigner, where applicable, not to the lender:

#### FOR OBLIGORS COSIGNING IN IOWA, NEW YORK AND SOUTH CAROLINA: NOTICE TO COSIGNER:

You agree to pay the debt identified below although you may not personally receive any property, goods, services or money. You may be sued for payment although the person who receives the property, goods, services, or money is able to pay. You should know that the Total of Payments listed below does not include finance charges resulting from delinquency, late charges, repossession or foreclosure costs, court costs or attorney's fees, or other charges that may be stated in the Credit Agreement or contract. You will also have to pay some or all of these costs and charges if the Credit Agreement or contract, the payment of which you are guaranteeing requires the borrower to pay such costs and charges. If this debt is ever in default, that fact may become a part of your credit record. This notice is not the Credit Agreement or contract that obligates you to pay the debt. Read the Credit Agreement or contract for the exact terms of your obligation.

#### IDENTIFICATION OF DEBT(S) YOU MAY HAVE TO PAY

Name of Debtor: The Borrower and Cosigner identified on the first page of this Credit Agreement.

Name of Creditor: Customers Bank, and its successors and assigns.

Date: If the Loan is disbursed by check, the date of the check. If the Loan is disbursed electronically, the date the creditor transmits the funds.

Kind of Debt: Education loan consolidation.

Total of Payments: The principal set forth on the first page of this Credit Agreement (to the extent advanced), plus interest and any applicable fees set forth in this Credit Agreement.

I have been given a completed copy of this notice and of each writing that obligates me or the Debtor on this debt.

(Cosigner Signature)

#### FOR OBLIGORS COSIGNING IN VERMONT: NOTICE TO COSIGNER:

YOUR SIGNATURE ON THIS CREDIT AGREEMENT MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask you for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Warning: Any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties, which may include fines or imprisonment.

By my signature, I acknowledge that I have read and understand the information contained in this Credit Agreement and certify that the information supplied by me is true, accurate, and complete to the best of my knowledge and belief. I understand that any person who knowingly makes a false statement or misrepresentation to Lender in the Application or Credit Agreement is subject to penalties which may include fines or imprisonment. This Credit Agreement is signed under seal. If I sign this Credit Agreement electronically, I intend for my signature to be an electronic signature under federal and state law, agree to the use of electronic signatures and records to do business with you, and agree that any printout of your electronic record of this Credit Agreement and related notices or Disclosure Statements shall be deemed an original document. I authorize you, any assignee of yours and any guarantor or insurer of this Loan to investigate my creditworthiness, to obtain consumer reports from consumer reporting agencies, and to furnish information concerning my Loan to consumer reporting agencies and other persons who may legally receive such information. I authorize you and/or your agents to obtain consumer reports from consumer reporting agencies, for any purpose permitted by law when any amounts are owed under this Credit Agreement. I authorize you to report on the status and performance of this Loan to any guarantor or insurer of this Loan. I have read, understand and agree to the terms of and undertake the obligations set forth in this Credit Agreement, including without limitation Paragraph L, "Borrower/Cosigner Certification," and if applicable, any "Notice to Cosigner" printed or referenced in the Application or this Credit Agreement. I agree that this Credit Agreement provides for the compounding of interest. The lender for this Credit Agreement is Customers Bank ("Lender"), and its successors and assigns. I authorize you to consider the Application and this Credit Agreement as an application for the lowest cost Loan for which I am qualified. I agree that this Credit Agreement shall not be governed by Article 3 of the Uniform Commercial Code.

(For purposes of the following notice, the word "you" refers to the Borrower and the Cosigner, if applicable, not the lender): NOTICE TO CUSTOMER: (a) DO NOT SIGN THIS CREDIT AGREEMENT BEFORE YOU READ THE WRITING ON EVERY PAGE, EVEN IF OTHERWISE ADVISED; (b) DO NOT SIGN THIS CREDIT AGREEMENT IF IT CONTAINS ANY BLANK SPACES; (c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN; AND (d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.



DocuSigned by:  
*Francesca Memurthy*  
881F8D5A7CC5423...

Signature of Borrower

Date: 6/1/2023

COPY VIEW

LOAN #									
Date	Event	Principal	Interest	Fees	Amount	Principal Balance	Interest Balance	Fee Balance	Balance
11/2/2023	Charge Off Late Fee	\$0.00	\$0.00	\$60.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00
11/2/2023	Charge Off Interest	\$0.00	\$4,633.98	\$0.00	\$4,633.98	\$0.00	\$0.00	(\$60.00)	(\$60.00)
11/2/2023	Charge Off Principal	\$158,794.50	\$0.00	\$0.00	\$158,794.50	\$0.00	(\$4,633.98)	(\$60.00)	(\$4,693.98)
10/19/2023	Interest Accrual	\$0.00	(\$1,085.68)	\$0.00	(\$1,085.68)	(\$158,794.50)	(\$4,633.98)	(\$60.00)	(\$163,488.48)
10/19/2023	Late Fee	\$0.00	\$0.00	(\$15.00)	(\$15.00)	(\$158,794.50)	(\$3,548.30)	(\$60.00)	(\$162,402.80)
9/18/2023	Interest Accrual	\$0.00	(\$980.61)	\$0.00	(\$980.61)	(\$158,794.50)	(\$3,548.30)	(\$45.00)	(\$162,387.80)
9/18/2023	Late Fee	\$0.00	\$0.00	(\$15.00)	(\$15.00)	(\$158,794.50)	(\$2,567.69)	(\$45.00)	(\$161,407.19)
8/21/2023	Interest Accrual	\$0.00	(\$1,120.70)	\$0.00	(\$1,120.70)	(\$158,794.50)	(\$2,567.69)	(\$30.00)	(\$161,392.19)
8/21/2023	Late Fee	\$0.00	\$0.00	(\$15.00)	(\$15.00)	(\$158,794.50)	(\$1,446.99)	(\$30.00)	(\$160,271.49)
7/20/2023	Interest Accrual	\$0.00	(\$1,039.78)	\$0.00	(\$1,039.78)	(\$158,794.50)	(\$1,446.99)	(\$15.00)	(\$160,256.49)
7/20/2023	Late Fee	\$0.00	\$0.00	(\$15.00)	(\$15.00)	(\$158,794.50)	(\$407.21)	(\$15.00)	(\$159,216.71)
6/20/2023	Interest Accrual	\$0.00	(\$407.21)	\$0.00	(\$407.21)	(\$158,794.50)	(\$407.21)	\$0.00	(\$159,201.71)
6/8/2023	Disbursement	(\$23,139.10)	\$0.00	\$0.00	(\$23,139.10)	(\$158,794.50)	\$0.00	\$0.00	(\$158,794.50)
6/8/2023	Disbursement	(\$15,221.80)	\$0.00	\$0.00	(\$15,221.80)	(\$135,655.40)	\$0.00	\$0.00	(\$135,655.40)
6/8/2023	Disbursement	(\$20,028.30)	\$0.00	\$0.00	(\$20,028.30)	(\$120,433.60)	\$0.00	\$0.00	(\$120,433.60)
6/8/2023	Disbursement	(\$12,838.20)	\$0.00	\$0.00	(\$12,838.20)	(\$100,405.30)	\$0.00	\$0.00	(\$100,405.30)
6/8/2023	Disbursement	(\$19,945.50)	\$0.00	\$0.00	(\$19,945.50)	(\$87,567.10)	\$0.00	\$0.00	(\$87,567.10)
6/8/2023	Disbursement	(\$35,334.90)	\$0.00	\$0.00	(\$35,334.90)	(\$67,621.60)	\$0.00	\$0.00	(\$67,621.60)
6/8/2023	Disbursement	(\$32,286.70)	\$0.00	\$0.00	(\$32,286.70)	(\$32,286.70)	\$0.00	\$0.00	(\$32,286.70)