Electronically Filed - NEWTON - October 09, 2023 - 04:42 PM

MO. INSTALLMENT LOAN AGREEMENT AND DISCLOSURE STATEMENT

LOAN NUMBER	BORROWER NAME	ADDRESS
	PEACEFUL X FUPPUL	3505 BELMONT ST APT D NEOSHO, MO 64850
DATE OF LOAN	**CO-BORROWER NAME**	**ADDRESS**
12/14/2022	LEELAND M DADIUS	3505 BELMONT ST APT D NEOSHO, MO 64850
	CO-BORROWER NAME	**ADDRESS**

Lender TOWER LOAN OF MISSOURI, LLC DBA TOWER LOAN OF MONETT
P O BOX 66, MONETT, MO, 65708

FEDERAL TRUTH IN LENDING DISCLOSURE STATEMENT

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Schedule of Consecutive Monthly Payments	
				Number of payments	Amount of each payment
74.59%	$ 1127.70	$ 1082.30	$2210.00	26	85.00
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 after you have made all payments as scheduled.	1ST Payment Due	Last Payment Due
				1/13/2023	2/13/2025

SECURITY: You are giving a security interest in: Personal Property

Collateral securing this and other loans you have with us also secures other and future indebtedness.

LATE CHARGE: If a payment is more than 15 days late, you will be charged the greater of $15.00 or 5% of the payment, not to exceed $50.00 (or more than $5.00 if the delinquent payment is $25.00 or less).

FILING FEES: $ 20.00

PREPAYMENT: If you pay off early, you will not have to pay a penalty, and you may be entitled to a refund of part of the finance charge.

See your Promissory Note and Security Agreement 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 UNDER FEDERAL LAW OF $ 1082.30

Amount given to you directly	$ 1011.72
Amount paid on your account	$ 0.00
Amounts paid to others on your behalf (we may be retaining a portion of this amount):	
Public officials	$ 20.00
Insurance company Credit Life	$ 43.10
Credit Disability	$ 0.00
Credit Property	$ 7.48
NAME	$ 0.00
NAME	$ 0.00
NAME	$ 0.00
NAME	$ 0.00
NAME	$ 0.00
NAME	$ 0.00
NAME	$ 0.00
Fee Authorized By law (408.140)	$ 100.00
Subtotal of above amounts	$ 1,182.30
LESS Prepaid Finance Charge	$ 100.00
Amount Financed (TOTAL)	$ 1082.30

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 annual cost.

TYPE	DEC. C.L.	LVL. C.L.	PREMIUM		SIGNATURES		
Single Credit Life			$ 0.00	I/We want credit life insurance	X:	X:	X:
Joint Credit Life	X		$ 43.10	I/We want credit life insurance:	X: [signature]	X: [signature]	X:
Credit Disability			$ 0.00	I want credit disability insurance	X:	X:	X:

I understand that I am free to insure my property with whatever licensed company, agent or broker I may choose; that I may do so at any time after the date of this loan; that I have not cancelled existing insurance on my property if I owned it before this loan; and that this loan cannot be denied simply because I did not purchase my insurance through the lender.

Signed: X [signature] X: [signature] Date: 12/14/22

☒ Dual Interest
☐ Single Interest

If you get personal property insurance from or through the creditor, you will pay $ 7.48

DISCLOSURES REQUIRED BY MISSOURI LAW:

Including the origination fee of $ 100.00 the principal amount of the loan is $ 1,182.30 and the state contract rate is 63.87 %

PROMISSORY NOTE AND SECURITY AGREEMENT

ALL INFORMATION IN THE ABOVE DISCLOSURE STATEMENT IS INCLUDED HEREIN BY REFERENCE

PARTIES: "Borrower" means all Borrowers signing below whether one or more; and "Lender" means the Lender named above.
NOTE: For value received, Borrower, jointly and severally, promises to pay to the order of Lender the "Total of Payments" (see above), in the monthly payments stated in the "Schedule of Payments" (see above) until paid in full. Any extension, renewal, renewals, or other indulgences by Lender shall not release Borrower. Borrower waives protest.
LATE CHARGE: Borrower shall pay Lender a late charge, the greater of $15.00 or 5% of the payment on any payment that continues unpaid for more than fifteen (15) days following its due date, but Borrower shall not pay more than $50.00 on any one scheduled payment or more than $5.00 if the scheduled payment is for $25.00 or less.
PREPAYMENT REFUND: If Borrower pays the entire loan balance (i.e. Total of Payments), with interest and accrued charges and fees, if any, in full (by cash, renewal or refinancing) one month or more before the final installment due date, Lender shall pay Borrower a refund of unearned finance charges, excluding any origination fee, as follows: (i) If the term of the note is sixty-one (61) months or less and the Principal amount of loan is $5,000.00 or less, the refund shall be computed according to the rule of 78s, or (ii) if the loan term is more than sixty-one (61) months or the Principal amount of loan is more than $5,000.00, the refund shall be computed according to the actuarial method. If this loan is secured by Borrower's principal dwelling or Borrower's residential real estate and Borrower prepays this loan in full one month or more before the final installment due date, Lender shall refund the unearned finance charges computed by the actuarial method. The origination fee (if any) is fully earned, and is not subject to rebate upon prepayment or acceleration of this note.
SECURITY INTEREST: To secure payment of the loan, Borrower grants Lender a security interest in the property described below under "Security".
BORROWER'S DUTIES: If Lender request, Borrower shall maintain fire, theft, and extended coverage insurance on the security. Such insurance policies shall be payable to Lender and Borrower as Borrower's interest shall appear and shall provide Lender with at least ten (10) days written notice before cancellation. In addition, Borrower shall keep the security at Borrower's address shown above, in good repair and free from adverse liens and security agreements.
DEFAULT: Borrower defaults when: (i) Borrower does not pay any payment in full when due; (ii) Borrower does not fully perform any of Borrower's duties under this agreement; (iii) Borrower moves the security without first giving Lender written notice; (iv) Borrower abandons the security; (v) any of security is lost, stolen, not maintained, destroyed, or substantially damaged; (vi) Borrower death or incompetency; (vii) Borrower defaults under another Tower Loan agreement; or (viii) Lender reasonably deems itself insecure. A default by the Borrower is enforceable only to the extent that: (1) The Borrower fails to make a payment as required by the Agreement, or (2) the Lender's prospect of payment, performance, or ability to realize upon the collateral is significantly impaired.
REMEDIES: If Borrower defaults, Lender can take one or more of the following actions: (i) cancel any credit insurance and apply unearned premiums to the account; (ii) bring suit for or arbitrate the delinquent payments; (iii) accelerate and declare due and if required by applicable law, after notice and opportunity to cure, the remaining balance (but in such event, upon receiving full payment, Lender shall rebate the unearned finance charge on the date of payment by using the method described in Prepayment Refund (above)); (iv) repossess and dispose of any security as a secured party under the Missouri Uniform Commercial Code; and/or (v) foreclose on any securing deed of trust on realty. Ten (10) days notice by regular mail to Borrower at the above address shall be reasonable notice to Borrower of any disposition of any security. Lender may hire or pay an attorney to help collect the Note or recover its collateral if Debtor does not pay or if Debtor files bankruptcy. Debtor will reimburse Lender for these costs. This includes, subject to limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to lift, modify, or vacate any automatic stay or injunction), for defending against unsuccessful counterclaims, and appeals.
OTHER INDEBTEDNESS: The security agreement secures all and future indebtedness Borrower owes to Lender. Collateral securing other loans Borrower has with Lender also secures this loan.
GOVERNING LAW: The construction, validity and enforcement of this loan agreement shall be governed by the laws of the State of Missouri, without regard to the principles of conflicts of laws.

SECURITY: The security to which the security interest granted hereunder attaches is indicated below and is more particularly described as follows
VALUE: We represent to you the value of any personal property security below is $ 300.00

This value excludes the value of any motor vehicles, livestock, boats or mobile homes
HP LAPTOP COMPUTER

Not an Official Court Document

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) 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.

ARBITRATION AGREEMENT: BY SIGNING BELOW AND OBTAINING THIS LOAN, BORROWER AGREES TO THE ARBITRATION AGREEMENT ON THE REVERSE SIDE OF THIS AGREEMENT. YOU SHOULD READ IT CAREFULLY BEFORE YOU SIGN BELOW. IMPORTANT PROVISIONS, INCLUDING OUR PRIVACY POLICY, ARE CONTAINED ON ADDITIONAL PAGES AND INCORPORATED HEREIN.

[signature] BORROWER | [signature] BORROWER | BORROWER

A SECURITY INTEREST IN THIS DOCUMENT HAS BEEN GRANTED TO BMO HARRIS BANK N.A., AS AGENT, UNDER A SECURITY AGREEMENT.

MO LOAN (rev 07/2021)

EXHIBIT
A

ADDITIONAL DISCLOSURES

CREDIT REPORTING: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. You agree and hereby authorize us to obtain credit reports on you, both now, and at any time any portion of the debt remains owed to us. You specifically acknowledge and agree that we may disclose any default by you under this Note, along with any other relevant information, to credit reporting bureaus.

SEVERABILITY: The illegality or unenforceability of any provision of this Promissory Note and Security Agreement or any instrument or agreement entered into in connection herewith including, without limitation, the Arbitration Agreement, shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Promissory Note and Security Agreement, the Arbitration Agreement or any other instrument or agreement entered into in connection herewith.

CONSENT TO RECEIVE COMMUNICATIONS : You expressly consent and agree that we and any of our agents, third-party services, service providers or assignees (hereinafter "Lender") may call you, using an automatic telephone dialing system or otherwise, leave you a voice, prerecorded, automated or artificial voice message, or send you a text or e-mail for any purpose, including, but not limited to, 1) related to the servicing or collection of any loan that you have with us, 2) for information purposes related to your loan(s) or 3) for solicitation, advertising or purchasing of any property, goods or services (each a "Communication") You agree that for any Communication Lender may call or text you at any telephone number provided to Lender by you or anyone associated with you or acting on your behalf including, but not limited to, phone numbers and cell phone numbers associated with your loan provided to Lender now or in the future. Further Lender may send an e-mail to any email address that you provide to us now or in the future. You agree and acknowledge that these Communications aren't unsolicited for purposes of any state or federal law and that your service provider may charge you for such Communications. Additionally, you agree that Lender may always communicate with you in any manner permissible by law, including for purposes of debt collection. You understand that your consent to receive advertisement or telemarketing emails, texts and calls is voluntary, revocable by you, and is not required as a condition of your obtaining this loan. If you do not want to receive text messages about your loan sent using an automatic telephone dialing system, you can withdraw consent by following the opt-out procedures in the text message.

CONVENIENCE FEE: You agree and authorize that if you make a loan payment through the use of a telephone or electronically through the internet, and where allowed by law, a fee will be charged by a third party vendor, which may vary depending upon the amount of the payment made and will be in addition to the payment made at the time of payment.

ARBITRATION AGREEMENT

Read Carefully. This agreement limits your rights to use the court to address claims and disputes.
"Borrower" means all Borrowers signing the reverse side hereof. "Lender" means the Lender named on the reverse side hereof.

Arbitration is a method of resolving disputes between parties without going to court. Borrower and Lender agree that if there are any disputes between them, those disputes will be resolved by arbitration. Any party may require the dispute or claim to be submitted to an arbitrator in accordance with this provision. The arbitrator's decision will be final and binding on all parties. The parties agree that the funds loaned to Borrower were transactions in interstate commerce, that this loan involves interstate commerce, and that the Federal Arbitration Act applies to this transaction. Borrower and Lender understand that under this arbitration agreement, they lose their right to a jury trial, their pretrial discovery is more limited, the dispute shall be heard and decided by someone who may not be a judge, the arbitrator is not required to state the reasons for his decision, and the right of appeal is very limited.

Borrower and Lender agree that they shall arbitrate all disputes between them on the following terms:

(1) This arbitration agreement applies to all claims and disputes between Borrower and Lender. The Arbitrator shall have the power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope, or validity of the Arbitration Agreement, or the to the arbitrability of any claim or counterclaim. This includes, but is not limited to, all claims and disputes arising out of, in connection with, or relating to:
- The loan Borrower is obtaining from Lender today and any other loans or retail installment contracts with Lender;
- Any insurance purchased in connection with this loan or any previous loan or retail installment sales contract;
- Any auto club membership or other product or service purchased in connection with this loan;
- Whether the claim or dispute must be arbitrated;
- The validity of this arbitration agreement;
- Any negotiations or discussions between us;
- All claims or disputes based upon Federal or State laws or regulations;
- Class action types of claims and consolidated claims;
- Claims or disputes involving or alleging breach of contract, fraud or misrepresentation (including fraud in the inducement), breach of fiduciary duty, breach of duty of good faith and/or fair dealing, negligence, torts, bad faith, and demands for punitive damages or attorneys fees.

(2) This arbitration provision or agreement also applies to all disputes and claims between Borrower and Lender, Lender's agents, employees, affiliated companies and the employees or agents of these affiliated companies. Some of our affiliated companies include American Federated Insurance Company, American Federated Life Insurance Company, First Tower Loan LLC, Tower Loan of Mississippi LLC, Gulfco of Mississippi LLC, Gulfco of Alabama LLC, Gulfco of Louisiana LLC, Tower Loan of Missouri LLC, Tower Loan of Illinois LLC and First Tower LLC. The foregoing are separate companies but affiliated.

(3) Arbitration shall be started by either party giving written notice to the other of his, her, or its demand for arbitration, which shall briefly state the nature of the dispute, the amount involved, and the relief sought. The other party shall have thirty (30) days from receipt of the notice to deliver an answering statement to the party requesting arbitration. No filing fee or other charge is necessary to start the arbitration.

(4) The dispute shall be heard by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties. If a party fails to deliver a timely answering statement, then the party requesting arbitration shall select a neutral, disinterested arbitrator who shall decide the matter. If an answering statement is filed and the parties cannot agree upon the arbitrator, then the provisions of the Federal Arbitration Act (9 U.S.C §5), shall apply. Lender shall pay the arbitrator's fees and expenses for the first two days of hearings. In his decision or award, the arbitrator shall direct the parties to pay his or her fees and other costs according to the relative fault of the parties.

(5) The arbitration shall be held in Leclede County, Missouri, unless the Borrower requests in the demand for arbitration or the answering statement, the arbitration be held in his, her, or its county of residence or principal place of business.

(6) Except as they conflict with this arbitration provision and with the Federal Arbitration Act, all arbitrations under this provision shall follow the procedures set forth in the Federal Arbitration Act, which are incorporated by reference.

(7) This arbitration provision or agreement applies even if Borrower's loan(s) have been paid in full, have been charged off or discharged in bankruptcy. This agreement is also binding upon the successors, assigns and representatives of the parties.

(8) Neither party shall be required to arbitrate claims or matters wherein the total amount at issue or in dispute (inclusive of attorneys fee, costs or any punitive damages) is less than $10,000. Lender is not required to initiate arbitration proceedings before repossessing collateral, instituting executory process, or foreclosing upon real property. However, disputes arising out of or relating to ordinary process or lender seeking a money judgment or pursuing seizure, sale, and other foreclosure remedies, executory process or repossession of collateral shall be arbitrated.

(9) Subject to paragraph (8), if either party files a lawsuit involving a dispute covered by this agreement, the other party can have the suit stayed and the plaintiff shall be required to arbitrate under this provision. If either party files a lawsuit for any of the matters not covered by this provision (as stated in item 8 above) and the other party files a counterclaim, then within thirty (30) days of the counterclaim, either party may demand arbitration. In such event all disputes, causes of action, and claims in both the complaint and the counterclaim shall be heard and decided by the arbitrator according to this agreement.

(10) Borrower and Lender hereby waive their right to a jury trial in all legal proceedings between them including any lawsuits, arbitrations or other hearings.

(11) Borrower and Lender agree that no class action arbitration shall be allowed by this Agreement and that arbitration proceedings between them shall not be combined or consolidated with any disputes or proceedings with other borrowers.

(12) Once the arbitrator has rendered a decision, either Borrower or Lender may file a lawsuit or other legal proceeding to enforce the decision or to obtain a judgment granting the relief awarded by the arbitrator. Except for the foregoing, the Arbitration Award is not subject to judicial review.

(13) This agreement does not affect or extend any applicable statutes of limitation.

READ THIS ARBITRATION AGREEMENT CAREFULLY. This arbitration agreement limits your rights to use the Courts.

By making this loan, Lender binds itself to this arbitration agreement.

Rev 07/2021

EXHIBIT A'

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Acct#		FUPPUL, PEACEFUL X	
Refund Date	7/28/2023	Account Type L	
Payoff Code	CLD		
		Beginning Balance	1,785.00
Finance Charge Refund	500.66	Includes Penalty of	0.00
GAP Ins Tower Portion	0.00		
Credit Life Refund	23.33		
IUI Insurance Refund	0.00		
A & H Insurance Refund	0.00	Balance After Refunds	1,255.56
Deferral Charge Refund	0.00	Late Charges Owed	0.00
		Returned Item Owed	0.00
Property Insurance Refund	5.45	Interest Owed	0.00
Real Estate Insurance Refund	0.00	Escrow Owed	0.00
		Court Cost Owed	0.00
		Other Legal Cost Owed	0.00
		Repo Owed	0.00
Auto Insurance Refund	0.00	Deficit Owed	0.00
GAP Ins Co Refund	0.00	Total to Payoff	1,255.56
GAP Dlr Portion Refund	0.00		

78S DAYS=0226 MTHS=008 PROP:PRO-RATA

78S DAYS=0226 MTHS=007 <-- OTHER INSURANCE

EXHIBIT

B

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