23PT-AC01459

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Borrower(s)	Lender	Loan
ROSALIN HOWATT 32684 TEBO RD SEDALIA, MO 65301 "I" means each Borrower above, jointly and severally.	U.S. Bank National Association SEDALIA STATE FAIR, MO OFFICE 2102 W BROADWAY BLVD SEDALIA, MO 65301 "You" means the Lender, its successors and assigns.	Number [redacted] Note Date 01/21/2022 Maturity Date 01/21/2024 Loan Amount $ 15,000.00

Note - For value received, I promise to pay to you, or your order, at your address above, the principal sum of: $15,000.00 Dollars $ 15,000.00, plus interest from 01/21/2022 at the rate of 8.990 % per year until maturity.

☐ **Additional Finance Charge** - I also agree to pay a nonrefundable fee of $ _____ and it will be ☐ paid in cash. ☐ withheld from the proceeds. (If this fee is withheld from the proceeds, the amount is included in the principal sum.)

☐ **Variable Rate** - The (annual) interest rate above may change so as to be _____.

Timing and Frequency of Interest Rate Changes - The rate can first change on _____ and can change as often as _____ after that.

Lifetime Rate Change Limitations - The rate cannot ever exceed _____ %. The rate cannot ever be less than _____ %.

Payment Changes - A change in the interest rate will change: ☐ The amount of each scheduled payment. ☐ The amount due at maturity.

Post Maturity Interest - Interest will accrue after maturity on the unpaid balance of this note on the same basis as interest accrues before maturity.

☐ **Terms** - If checked, the terms provided in this agreement reflect a higher rate of interest or finance charges than the lowest available for this note. The higher rates and/or charges are due to information contained in my consumer credit report you obtained from the credit bureau listed below. I may obtain a free copy of this report by contacting the bureau directly.

Payments - I will pay this note as follows:

(a) ☐ Interest payments will be due _____.
Principal payments will be due _____.

(b) ☑ This note has 24 payments. The first payment will be in the amount of $ 685.20 and will be due 02/21/2022. A payment of $ 685.20 will be due on the 21st day of each month thereafter. The final payment of the entire unpaid balance of principal and interest will be due 01/21/2024.

The Purpose Of This Loan Is Auto Purchase.

☑ **Late Charge** - I agree to pay a late charge if any scheduled payment (or part thereof) is made more than five days after it is due equal to $29.00.

☐ **Prepayment Penalty** - If I prepay this note in whole, I will pay you a prepayment penalty equal to _____.

☑ **Returned Payment Charge** - I agree to pay a fee of $ 25.00 for each check, negotiable order of withdrawal, draft or electronic payment I make in connection with this note that is returned because it has been dishonored.

In the state of IOWA - **THIS IS A CONSUMER CREDIT TRANSACTION**

Security - (If neither of the next two options are checked, this loan is not specifically secured except: 1. through cross collateralization from other loans; and 2. a security interest in all deposit accounts with U.S. Bank, National Association)

☐ **Separate Security** - This note is secured by a separate _____, dated _____.

☐ **Security Agreement** - I give you a security interest in the Property described below. The rights I am giving you in this Property and the obligations this agreement secures are defined on pages 3 and 4 of this agreement.

This Property will be used for Consumer purposes.

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Loan number: [redacted]

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost me.	AMOUNT FINANCED The amount of credit provided to me or on my behalf.	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments.
8.9900%	$ 1,444.80	$ 15,000.00	$ 16,444.80

My **Payment Schedule** will be:

Number of Payments:	Amount of Payments:	When Payments Are Due:
24	$685.20	Monthly Beginning 02/21/2022

☐ **Variable Rate**

☐ This note contains a variable rate feature.

☐ The annual percentage rate may increase during the term of this transaction if _____.

A rate increase will take the form of _____.

If the rate increases by _____ % in _____ the _____ will increase to _____. The interest rate may not increase more often than _____, and may not increase more than _____% each _____.

The interest rate will not go above _____ %.

Security - I am giving a security interest in ☐ (description of other property)

☐ the goods or Property being purchased.

☑ my deposit accounts and other rights to the payment of money from U.S. Bank, National Association

☑ Collateral securing other loans with you may also secure this note.

☐ Certificate of deposit; note the annual percentage rate does not take into account your required deposit.

☑ **Late Charge** - I agree to pay a late charge if any scheduled payment (or part thereof) is made more than five days after it is due equal to $29.00.

Prepayment - If I pay off this note early, I ☐ may ☑ will not have to pay a penalty.

Filing Fees $ _____

I can see my contract documents for any additional information about nonpayment, default, and any required repayment before the schedule date, and prepayment refunds and penalties.

☐ **Property Insurance** - Property insurance is required. I may obtain property insurance from anyone I want that is acceptable to you.

ADDITIONAL TERMS OF THE NOTE

DEFINITIONS - "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

APPLICABLE LAW - You are a national bank located in Ohio. The interest rate, fees and related charges that you can charge for this note are pursuant to the law of the state of Ohio, regardless of where this note is made or where I live. As for other issues, the law of my state of residence and the law of the state where any Property is located will apply.

The fact that any part of this note cannot be enforced will not affect the rest of this note. Any change to this note or any agreement securing this note must be in writing and signed by you and me.

THIS FORM - This form is designed to be used for many types of transactions. A paragraph or section that begins with a "☐" that is not checked does not apply to this note.

PAYMENTS - Each payment I make on this note will be applied (to the extent of the payment) in the following order: (1) accrued interest; (2) principal; (3) charges other than interest or principal, if any; and (4) excess principal if designated.

PREPAYMENT - I may prepay this note in whole or in part at any time. If I prepay in part, I must still make each later payment in the original amount as it becomes due until this note is paid in full.

BALLOON PAYMENTS - In the states of Idaho, Colorado, and Wyoming, under certain circumstances as defined by law in those states you may be obligated to refinance a balloon payment. If a balloon payment arises, if you are obligated under state law to refinance that payment, and if federal law does not preempt state law, then you will refinance the balloon payment.

INTEREST - Interest accrues on the principal remaining unpaid from time to time, until paid in full. If "Variable Rate" is checked on page 1, I will pay interest at the rates in effect from time to time. If a payment is not sufficient to pay the accrued interest, as of a scheduled payment date, the accrued and unpaid interest will be added to principal.

Decreases in the interest rate for this note will have the opposite effect on payments that increases would have. The interest rate(s) and other charges on this note will never exceed the highest rate or charge allowed by law for this note. Changes in the index between scheduled changes in the interest rate will not affect the interest rate. If the index specified on page 1 ceases to exist, I agree that you may substitute a similar index for the original.

CURE RIGHTS - In some circumstances (and some states in which this note is used) your rights and remedies are subject to a duty to give me the right to cure a default and to get notice of that right before you can exercise some of your remedies. The states include (and may not be limited to) Colorado, Iowa, Kansas, Missouri,

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Nebraska, South Carolina, and West Virginia. You will provide such rights, and notice of such rights before exercising your remedies, as provided by law.

DEFAULT - I will be in default on this note and any agreement securing this note if:

1. I fail to make a payment in full when due; or
2. Your prospect of payment, performance, or ability to recover the reasonable value of the Property ("Recover") is significantly impaired.

If any of us are in default on this note or any security agreement, you may exercise your remedies against any or all of us.

REMEDIES - Subject to the CURE RIGHTS section above, if I am in default on this note or any agreement securing this note, you may exercise your rights provided by law and this agreement. I also understand and agree to the following:

1. You may accelerate the due date of the unpaid principal balance of the loan, plus accrued interest and charges, making it due in its entirety before the scheduled due date.
2. You may Recover on any property securing this transaction.
3. You may demand more security or new parties obligated to pay this loan (or both) in return for not using any other remedy.
4. You may make a claim for any and all insurance benefits or refunds that may be available.

If I default and you choose not to exercise a remedy, you do not lose the right to treat the event as a default if it happens again.

COSTS OF COLLECTION - I agree to pay the costs you incur to collect this debt and Recover on any collateral in the event of my default. These costs will include our reasonable attorney's fees (for an attorney who is not our salaried employee), to the extent not prohibited by state law.

In the event of my bankruptcy, and without regard to my state of residence, these costs will include your reasonable attorney's fees for an attorney who is not your salaried employee in the bankruptcy proceedings.

ERRORS AND OMISSIONS - In consideration of this note, I agree to fully cooperate with you to correct or adjust any errors or omissions in this note. I agree that you alone shall determine whether any such errors or omissions exist, and the extent to which they need to be corrected. I will comply with any of your requests as soon as reasonably practicable, but in any event within 30 days of such requests. If I do not comply with any of your requests within 30 days, I understand and agree that I will be responsible for any costs and damages incurred by you due to the error or omission, which shall include (without limitation) actual expenses, legal fees, losses, and penalties.

OBLIGATIONS INDEPENDENT - This section applies if there are multiple parties (for example, a maker and a guarantor or co-maker) who are obligated to pay this note. We understand that the obligation of each of us to pay this note is independent of the obligation of the others to pay this note. You may, without notice, release or give up any right you may have, extend new credit, renew or change this note, as to any of us, without affecting the obligation of any others (until this note is paid in full).

You may fail to perfect your security interest in, impair, or release any security and I (we) will still be obligated to pay this note.

WAIVER - I waive (to the extent permitted by law) demand, presentment, protest, notice of dishonor and notice of protest.

FINANCIAL STATEMENTS - I will give you any financial statements or information that you feel is necessary. All financial statements and information I give you will be correct and complete.

PURCHASE MONEY LOAN - If this is a Purchase Money Loan as defined in the SECURED OBLIGATIONS section below, you may include the name of the seller on the check or draft for this note.

NAME AND LOCATION - My name and address indicated on page 1 are my exact legal name and my principal residence. I will provide you with at least 30 days' notice prior to changing my name or principal residence.

ADDITIONAL TERMS OF THE SECURITY AGREEMENT

SECURED OBLIGATIONS - This security agreement secures the note (including all extensions, renewals, refinancings and modifications) and any other debt I have with you now or later. Also, this security agreement will not secure other debts if this security interest is in household goods and the other debt is a consumer loan. This security agreement will last until it is discharged in writing.

For the sole purpose of determining the extent of a purchase money security interest arising under this security agreement:

(a) Payments on any nonpurchase money loan also secured by this agreement will not be deemed to apply to the Purchase Money Loan; and

(b) Payments on the Purchase Money Loan will be deemed to apply first to the nonpurchase money portion of the loan, if any, and then to the purchase money obligations in the order in which the items were acquired.

No security interest will be terminated by application of this formula. "Purchase Money Loan" means any loan of which the proceeds, in whole or in part, are used to acquire any property securing the loan and all extensions, renewals, consolidations and refinancings of such loan.

PROPERTY - The word "Property," as used here, includes all property that is listed in the SECURITY AGREEMENT section on page 1. Property also means all benefits that arise from the described Property (including all proceeds, insurance benefits, payments from others, interest, dividends, stock splits and voting rights). It also means property that now or later is attached to, is a part of, or results from the Property, and all supporting obligations. "Proceeds" includes anything acquired on the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising out of the Property; and any collections and distributions on account of the Property.

OWNERSHIP AND DUTIES TOWARD PROPERTY - Unless any non-Borrower owner of the Property signs the THIRD PARTY AGREEMENT section below, I represent that I own all the Property. I will defend the Property against any other claim. I agree to do whatever you require to perfect your interest and keep your priority. I will not do anything to harm your position. I will not use the Property for a purpose that will violate any laws or subject the Property to forfeiture or seizure.

I will keep the Property in my possession. I will keep it in good repair and use it only for its intended purposes. I will keep it at my address unless we agree otherwise in writing.

I will not try to sell or transfer the Property, or permit the Property to become attached to any real estate, without your written consent. I will pay all taxes and charges on the Property as they become due. I will inform you of any loss or damage to the Property. You have the right of reasonable access in order to inspect the Property.

If the Property is a motor vehicle, I represent that it is not a vehicle seized pursuant to any federal, state or local forfeiture law.

INSURANCE - I agree to buy the insurance coverages required on page 2 covering the Property against the risks and for the amounts you require. I will name you as loss payee on any such policy. If there is an insured loss, you may require added security on this loan if you agree that insurance proceeds may be used to repair or replace the Property. I agree that if the insurance proceeds do not cover the amounts I still owe you, I will pay the difference. I will buy the insurance from a firm authorized to do business in the appropriate state. The firm will be reasonably acceptable to you. I will keep the insurance until all debts secured by this agreement are paid.

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COLLATERAL PROTECTION INSURANCE - Unless I provide you with evidence of the insurance coverage required by my agreement with you, you may purchase insurance at my expense to protect your interests in my collateral. This insurance may, but need not, protect my interests. The coverage that you purchase may not pay any claim that I make or any claim that is made against me in connection with the collateral. I may later cancel any insurance purchased by you, but only after providing you with evidence that I have obtained insurance as required by our agreement. If you purchase insurance for the collateral, I will be responsible for the costs of that insurance, including interest and any other charges you may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to my total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance I may be able to obtain on my own. I agree that the cost of such insurance will be due immediately.

FILING - I authorize you to file a financing statement covering the Property. I agree to comply with and facilitate your requests in connection with obtaining possession of or control over the Property until this security agreement is terminated.

DEFAULT AND REMEDIES - If I am in default, in addition to the remedies listed in the note portion of this agreement and subject to any of the limitations in the CURE RIGHTS section, you may (after giving notice and waiting a period of time, if required by law):

(a) Pay taxes or other charges, or purchase any required insurance, if I fail to do these things (but you are not required to do so). You may add the amount you pay to this loan and accrue interest on that amount at the interest rate(s) in effect from time to time, on this note until paid in full;

(b) Require me to gather the Property and any related records and make it available to you in a reasonable fashion;

(c) Take immediate possession of the Property, but in doing so you may not breach the peace or unlawfully enter onto my premises. You may sell, lease or dispose of the Property as provided by law. You may apply what you receive from the sale of the Property to your expenses and then to the debt. If what you receive from the sale of the Property is less than what I owe on this note you may take me to court to recover the difference (to the extent permitted by law); and

(d) Keep the Property to satisfy the debt.

I agree that when you must give notice to me of your intended sale or disposition of the Property, the notice is reasonable if it is sent to me at my last known address by first class mail 10 days before the intended sale or disposition. I agree to inform you in writing of any change in my address.

ASSUMPTIONS - This security agreement and any loan it secures cannot be assumed by someone buying the Property from me. This will be true unless you agree in writing to the contrary. Without such an agreement, if I try to transfer any interest in the Property, I will be in default on all obligations that are secured by this security agreement.

This notice applies to **Missouri** customers specifically and is generally true for all customers:

ORAL AGREEMENTS: 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.

THIRD PARTY AGREEMENT

For the purposes of the provisions within this enclosure "I," "me" or "my" means the person signing below and "you" means the Lender identified on page 1.

I agree to give you a security interest in the Property that is described on page 1. I agree to the terms of this note and security agreement but I am in no way personally liable for payment of the debt. This means that if the Borrower defaults, my interest in the Property may be used to satisfy the Borrower's debt. I agree that you may, without releasing me or the Property from this Third Party Agreement and without notice or demand upon me, extend new credit to any Borrower, renew or change this note or security agreement one or more times and for any term, or fail to perfect your security interest in, impair, or release any security (including guaranties) for the obligations of any Borrower.

I HAVE RECEIVED A COMPLETED COPY OF THIS NOTE AND SECURITY AGREEMENT.

_____ Date

_____ Date

_____ Date

ARIZONA: Motor Vehicle as Collateral: The following information applies if this security agreement, or another that secures this note includes a motor vehicle as that term may be defined by Arizona law:

It is unlawful to fail to return a motor vehicle subject to a security interest within thirty days after receiving notice of default. Any notice of default you send me will be mailed to my address given on page 1. It is my responsibility to tell you my new address if it changes. (Unlawful failure to return a motor vehicle subject to a security interest is a class 6 felony, which for a first offense carries a maximum jail sentence of 1.5 years. The maximum jail sentence may be greater if the defendant has a prior criminal record. The court may impose a fine of no more than $150,000.)

This note is a "transferable record" as defined in applicable law relating to electronic transactions. Therefore, the holder of this note may, on behalf of the maker of this note, create a microfilm or optical disk or other electronic image of this note that is an authoritative copy as defined in such law. The holder of this note may store the authoritative copy of this note in its electronic form and then destroy the paper original as part of the holder's normal business practices. The holder, on its own behalf, may control and transfer such authoritative copy as permitted by such law.

CONSUMER REPORT DISPUTES - If I believe you have inaccurately reported information on my credit history to a Consumer Reporting Agency (CRA), I may submit a dispute by calling 844.624.8230 or by writing to: U.S. Bank Attn: CBDH, P.O. Box 3447, Oshkosh, WI 54903-3447. In order for you to assist me

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with my dispute, I must provide: my name, address and phone number; the account number; the specific information I am disputing; the explanation of why it is incorrect; and any supporting documentation (e.g., affidavit of identity theft), if applicable.

Arbitration. The following arbitration provision is not applicable to "covered borrowers" as defined by regulations implementing the federal Military Lending Act, 32 C.F.R. Part 232.

ARBITRATION - I agree that if a dispute of any kind arises out of this agreement, either you or I can choose to have that dispute resolved by binding arbitration. If arbitration is chosen by any party, neither you nor I will have the right to litigate that claim in court or to have a jury trial on that claim, or to engage in pre-arbitration discovery, except as provided for in the arbitration rules specified in this provision. In addition, I will not have the right to participate as a representative or member of any class of claimants pertaining to any claim subject to arbitration. The arbitrator's decision will generally be final and binding. Other rights that I would have if I went to court may also not be available in arbitration. It is important that I read this entire arbitration provision carefully before accepting the terms of this agreement.

Any claim, dispute, or controversy (whether based in contract, tort, or otherwise, whether pre-existing, present, or future, and including constitutional, statutory, common law, intentional tort, and equitable claims) arising from or relating to (a) the credit or services offered or provided to me, (b) the actions of you, me, or third parties, or (c) the validity of this arbitration provision (individually and collectively, a "Claim") must, after an election by you or me, be resolved by binding arbitration in accordance with this arbitration provision and the Consumer Arbitration Rules of the American Arbitration Association ("AAA") in effect when the Claim is filed (or, in the event this arbitrator or these arbitration rules are no longer available, then a comparable substitute arbitration procedure and/or arbitration organization that does business on a nationwide basis). I may obtain rules and forms by calling the AAA at 800.778.7879 or by visiting https://www.adr.org/Rules. There shall be no authority for any Claims to be arbitrated on a class action basis. Arbitration can only decide my or your Claim and may not consolidate or join the claims of other persons who may have similar claims. Any arbitration hearing that I attend will take place in the federal judicial district where I reside. At my request, you will advance the first $200 of the filing and hearing fees for any Claim I may file against you; the arbitrator will decide whether you or I will ultimately pay those fees in accordance with the Consumer Arbitration Rules. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. This arbitration provision shall survive repayment of the extension of credit and termination of my account. This arbitration provision shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1, *et seq*. If any term of this arbitration provision is ruled invalid or unenforceable, the arbitration provision shall be rendered null and void in its entirety.

This arbitration provision does not apply (1) to any dispute in which the amount in controversy is within the jurisdictional limits of, and is filed in, a small claims court, and you and we retain rights to self-help remedies, such as repossession (where applicable), or (2) if I am a "covered borrower" obtaining "consumer credit" as those terms are defined by regulations implementing the federal Military Lending Act.

Loan number: [redacted]

CELLULAR PHONE CONTACT POLICY. By providing U.S. Bank with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications - including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system - from U.S. Bank and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider.

IMPORTANT MILITARY LENDING ACT INFORMATION: The following notice is required to be provided to and is only applicable to "covered borrowers" as defined by regulations implementing the federal Military Lending Act, 32 C.F.R. Part 232:

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; fees for ancillary products sold in connection with the credit transaction; any application 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).

If you have any questions regarding this disclosure or would like to have the required MLA disclosures provided to you in a verbal manner, please feel free to contact us at **800.444.1244**.

☑ **PREFERRED RATE FOR AUTOMATIC PAYMENTS** - If the box to the left of this section is checked, you understand that while not required in order to be approved for your loan, you received a preferred interest rate on your loan because you have authorized U.S. Bank to automatically withdraw loan payments. Automatic payments for loans funded electronically must be drawn from the same checking or savings account to receive the preferred rate.

SIGNATURES - I agree to the terms set out on pages 1 thru 5 of this agreement. I have received a copy of this agreement on today's date.

In the notices in this box "you" means the Borrower(s):

Notice to Consumer: 1. Do not sign this note before you read it. 2. You are entitled to a copy of this note. 3. You may prepay the unpaid balance at any time. If you prepay this note you

☐ **MAY** ☑ **WILL NOT** **have to pay a penalty.**

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS NOTE BEFORE YOU SIGN IT.

E-SIGNED by ROSALIN HOWATT on 2022-01-21 17:07:38 CST 2022-01-21 17:07:38 CST

ROSALIN HOWATT Date

Date

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