Electronically Filed - WARREN - September 18, 2023 - 11:55 AM

IN THE CIRCUIT COURT OF WARREN COUNTY, MISSOURI
ASSOCIATE DIVISION

COURTESY LOANS OF MISSOURI, INC.	)	
Plaintiff,	)	
v.	)	**Case No.:**
TATYANNA MILLINER,	)	
Please Serve at:	)	
Wendys	)	
9701 Veterans Memorial Pkwy.	)	
O'Fallon, MO 63366	)	
Defendant.	)	

PETITION ON NOTE

COMES NOW Plaintiff, by and through its attorney, Thomas E. Bolling, and for its cause of action herein states to the Court as follows:

1. That Plaintiff is an Oklahoma Corporation duly organized under the laws of the State of Oklahoma and registered as a Foreign Corporation in the State of Missouri and authorized to conduct business in the State of Missouri; with its place of business in Warrenton, Warren County, Missouri.

2. That Defendant Tatyanna Milliner is an individual residing at 1210 Juniper Dr., Warrenton, Warren County, Missouri.

3. That on or about January 23, 2023, Plaintiff extended credit services and other services to Defendant; specifically, Plaintiff loaned a sum of money to Defendant in the amount of $500.00.

Electronically Filed - WARREN - September 18, 2023 - 11:55 AM

4. Pursuant to the contract with Plaintiff, Defendant agreed to pay the balance and finance charge of said note in payments of $91.95 per month beginning on February 23, 2023 and continuing on the same day of each month thereafter, until September 23, 2023, when a final payment would be due.

5. Although Plaintiff has made numerous requests under the terms of the loan agreement, Defendant has refused to make the payments as provided and defaulted in the payment thereof according to its terms. A copy of said loan agreement is attached hereto and marked as Exhibit A and is made a part hereof as though more fully set out herein.

6. After credit for all payments and setoffs, there remains due to Plaintiff a total of principal in the amount of $500.00 and interest in the amount of $229.75.

7. That by the provisions of said loan agreement, Defendant agreed to pay late charges of $10 per month for each month in which payment was past due by 15 days or more.

8. That Defendant owes late fees in the total amount of $60.00.

9. That by the provisions of said loan agreement, Defendant agreed to pay all reasonable costs of collection, including a reasonable attorney's fee if referred to an attorney for collection and that it has been necessary to refer said note to this attorney.

10. That by the provisions of said loan agreement, in the event of default on payment, the entire amount of principal is immediately due and payable, and Defendant has defaulted on said payments.

WHEREFORE, Plaintiff prays judgment for principal in the amount of $500.00; for interest in the amount of $229.75; for late fees in the amount of $60.00; and for its attorney's fees as therein provided and for the costs of this action.

/s/ Thomas E. Bolling
Thomas E. Bolling, Mo Bar No. 46238
3 North Lafayette Avenue
Marshall, Missouri 65340
Telephone: 660 886 2060
Facsimile: 660 886 2061
Email: lawoffice@thomasbolling.com

ATTORNEY FOR PLAINTIFF

Not an Official Court Document

Electronically Filed - WARREN - September 18, 2023 - 11:55 AM

Electronically Filed - WARREN - September 18, 2023 - 11:55 AM

BUSINESS RECORDS AFFIDAVIT PURSUANT TO RSMo. §§ 490.680 & 490.692

STATE OF MISSOURI)
) **SS**
COUNTY OF WARREN)

AFFIDAVIT

BEFORE ME, THE UNDERSIGNED AUTHORITY, personally appeared SARA MILLER, who, being by me duly sworn, deposed as follows:

I am of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

1. I am the custodian of the records of CO LO of MO, LLC.
2. Attached hereto are 4 pages of records from CO LO of MO, LLC. The aforesaid number of pages of records are kept by said entity in the regular course of business, and it was the regular course of business of said entity for an employee or representative of said entity with knowledge of the act, event, condition, opinion, or diagnosis recorded to make the record or to transmit information thereof to be included in such record; and the record was made at or near the time of the act, event, condition, or opinion. The records attached hereto are the original or exact duplicates of the original.
3. I am familiar with the identity and mode of preparation of the attached records and supporting documentation are business records of said entity, identified by me as records pertaining to the dispute at issue as referenced within the Petition filed against the Defendant, said records prepared by hand, typewriter, computer, prepared form, or combination thereof, and such records are within my personal knowledge just, true, and correct. The records are business records of the said entity and they were completed by the Defendant and an employee of said entity in the regular course of business. To the best of my knowledge and belief, the defendant is not in the Armed Forces of the United States, nor any branch thereof.
4. Said entity has the right to enforce any and all credit agreements within said business records. Further, said entity is the rightful owner (and real party in interest) of any and all credit agreements within said business records.
5. The principal balance of $ 500.00 shown within said records is due and owing to said entity by TATTANNA MILLINER, together with interest in the amount of $ 235.60, and late fees of $ 50.00, together with all payments, credits, and set-offs.

FURTHER AFFIANT SAYETH NOT.

Sara M, Manager, CO LO of MO, LLC
Affiant Title

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 7 day of September, 2023.

Briana Laney
Notary Public

My Commission Expires: 9/23/2023

Seal:

BRIANA LANEY
Notary Public, Notary Seal
State of Missouri
Warren County
Commission # 19755176
My Commission Expires 09-23-2023

Electronically Filed - WARREN - September 18, 2023 - 11:55 AM

Lender:	Borrower:
Courtesy Loans - Warrenton 1204 E. Veterans Memorial Pl Warrenton MO 63383-	MILLINER, TATYANNA L 1210 JUNIPER DR Warrenton MO 63383
Date of Loan: 1/23/2023	Account Number: 2480-17

Exhibit A

ANNUAL PERCENTAGE RATE (The cost of your credit as a yearly rate.)	FINANCE CHARGE (The dollar amount the credit will cost you.)	AMOUNT FINANCED (The amount of credit provided to you on your behalf.)	Total of Payments (The amount you will have paid after you have made all payments as scheduled.)
113.74	235.60	500.00	735.60

Your payment schedule will be:

7 payments of $ 91.95 in consecutive monthly payments beginning on 2/23/2023 and a final payment of $ 91.95

Security: This note

Late Charge: If a payment is 15 days past due you will be charged $10.00

Prepayment: If you pay off early you may be entitled to a refund of a portion of the finance charge.
See below for any additional information about nonpayment, default, any required repayment in full before the scheduled date, prepayment refunds and penalties.

Itemization of Amount Financed of $ 500.00

$:	0.00	Amount given to you directly
$:	500.00	Loan Proceeds paid on your account
$:	25.00	Loan Origination Fee
$:	0.00	Plus Other Charges
$:	-25.00	Prepaid Finance Charge
$:	500.00	Amount Financed

STATE OF MISSOURI DISCLOSURE

Principal Amount . . . . . : $ 525.00

State Contracted Rate of Interest . . . . . : 98.05

Venue: Unless applicable law provides otherwise, Borrower consents to the jurisdiction and venue of any court located in Missouri selected by Lender, in its discretion, in the event of a legal proceeding under this Note.

PROMISSORY NOTE

PROMISE TO PAY: The undersigned Borrower(s) promise to pay the total of payments (including the Finance Charge precomputed at the agreed Annual Percentage Rate) in the number and amount of consecutive monthly payments all shown in the above Disclosure Statement until the Total of Payments is fully paid. Borrower(s) may prepay this loan by cash, renewal, refinancing, or new loan and receive a credit of the total of applicable Finance Charge for all fully unexpired installment which follow the date prepayment computed on the "Rule of 78ths". The Loan Origination Fee, if any, is fully earned at the time the loan is made unless the full principal loan amount is returned to the Lender by the close of the next full business day.

LOAN ORIGINATION FEE: You agree to pay a loan origination fee of $ 25.00

DEFAULT: In the event you default on the loan, the lender may, after providing all notices require by law, exercise any and all rights as secured party per the Uniform Commercial Code, including repossession of the collateral.

RETURNED CHECK FEE: if any instrument is returned for any reason by any financial institution, you agree to pay a fee of $25.

LATE CHARGE: You also agree to pay a late fee as follows: If a payment is 15 days past due you will be charged a fee of $10.00.

ATTORNEY FEES & COURT COSTS: If it becomes necessary to file suit to collect this loan, you agree to pay attorney fees and court costs pursuant to section 408.140 RSMO.

Credit Reporting Disclosure

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 specifically acknowledge and agree that we may disclose any default by you under this loan agreement, along with any other relevant information to credit reporting agencies.

By signing below I hereby agree to the terms and conditions of the loan agreement above.

Nathan Whatley 1/23/2023
Witness

Tatyanna Milliner 1/23/2023
Borrower

Account No. 2480-17

1/23/2023
Borrower

This lender is regulated by:
Missouri Division of Finance
PO Box 716
Jefferson City, MO 65102-0716
(573) 751-3463
DO NOT SEND PAYMENTS TO THIS ADDRESS!

ORIGINAL COPY

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 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). 877-826-0449