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IN THE CIRCUIT COURT OF AUDRAIN COUNTY, MISSOURI
ASSOCIATE CIRCUIT DIVISION

COMMERCE BANK assignee of Napleton's Mid Rivers CDJR, Maserati	)	
Plaintiff,	)	
vs.	)	Case No.
	)	Division
NAKIA BOWEN 206 E SUMMIT ST MEXICO MO 65265	)	
Defendant.	)	

PETITION ON DEFICIENCY

COMES NOW Plaintiff COMMERCE BANK assignee of Napleton's Mid Rivers CDJR Maserati, and for its cause of action against Defendant NAKIA BOWEN, states as follows:

1. Plaintiff is a legal entity organized pursuant to the law.

2. Defendant is believed to reside in the County of AUDRAIN.

3. Defendant executed and delivered to Plaintiff or Plaintiff's assignor, (collectively "Plaintiff"), a contract, a copy of which is attached hereto, made part hereof and marked "Exhibit A".

4. Defendant breached the contract by failing to pay one or more of the payments when due and is in default.

5. Plaintiff mailed a notice of default and right to cure to Defendant, a copy of which is attached hereto, made part hereof and marked "Exhibit B".

6. After Defendant's default, Plaintiff elected to declare the entire unpaid balance due as provided in the contract.

7. After the default, the collateral identified in the contract was either repossessed or voluntarily surrendered to Plaintiff or Plaintiff's agent.

8. Thereafter, a notice of intended sale of the collateral was mailed to Defendant, a copy of which is attached hereto, made part hereof and marked "Exhibit C".

9. Thereafter, the collateral was sold at public auction or private sale.

10. Each and every aspect of the disposition of the collateral was commercially reasonable because:

a. The collateral was sold at a regularly occurring sale of motor vehicles that was advertised.

b. The collateral was sold at a time during the day when one would normally expect a sale to occur.

c. The collateral was sold at a place where one would normally expect a sale to occur.

11. After sale of the collateral, a notice setting forth the surplus or deficiency was mailed to Defendant(s), a copy of which is attached hereto, made part hereof and marked "Exhibit D".

12. Demand has been made upon Defendant for payment thereof, but Defendant has failed to pay the Plaintiff the balance due.

WHEREFORE, Plaintiff Commerce Bank prays for judgment against Defendant NAKIA BOWEN , for the sum of $10,735.91 and court costs.

BERMAN & RABIN, P.A.

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ATTORNEYS FOR PLAINTIFF

82218-79

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[redacted]
DEAL# [redacted]
CUST# [redacted]

RETAIL INSTALLMENT SALE CONTRACT - SIMPLE FINANCE CHARGE (WITH ARBITRATION PROVISION)

Buyer Name and Address (Including County and Zip Code)	Co-Buyer Name and Address (Including County and Zip Code)	Seller-Creditor (Name and Address)
NAKIA BOWEN [redacted]	N/A	Napleton's Mid Rivers CDJR, Maserati 4951 VETERANS MEMORIAL PKWY ST PETERS, MO 63376

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
USED	2018	JEEP WRANGLER	19882	1C4HJXDG7JW125561	Personal, family, or household unless otherwise indicated below ☐ business ☐ agricultural ☐ N/A

FEDERAL TRUTH-IN-LENDING DISCLOSURES

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 or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of $ 0.00 is
4.34 %	$ 6642.65	$ 47563.99	$ 54206.64	$ 54206.64

Your Payment Schedule Will Be: (e) means an estimate

Number of Payments	Amount of Payments	When Payments Are Due
72	$ 752.87	Monthly beginning 10/05/2021
N/A	$ N/A	N/A
N/A		

Late Charge. If a payment is not received in full within 15 days after it is due, you will pay a late charge of 5% of the part of the payment that is late. If the payment due is $25 or less, the maximum late charge will be $5. Otherwise, the maximum charge will be $25 and the minimum charge will be $10.
Prepayment. If you pay early, you will not have to pay a penalty.
Security Interest. You are giving a security interest in the vehicle being purchased.
Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

WARRANTIES SELLER DISCLAIMS
Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.
This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

APPLICABLE LAW
Federal law and the law of the state of Missouri apply to this contract.

NO COOLING OFF PERIOD
State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.
Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

SERVICING AND COLLECTION CONTACTS
You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

This provision applies only if the vehicle will be used for personal, family or household purposes.
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.
This provision applies only if the vehicle is used for business or agricultural purposes.
Oral or unexecuted 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, regardless of the legal theory upon which it is based that is in any way related to the credit agreement. 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.

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on page 4 of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.
Buyer Signs X Nakia Bowen Co-Buyer Signs X N/A

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Buyer Initials X NB Co-Buyer Initials X N/A

[redacted] Page 1 of 4

Exhibit A

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ITEMIZATION OF AMOUNT FINANCED

1 Cash Sale Price

Vehicle Cash Sale Price (including $ N/A sales tax) $ 39458.00

Administrative Fee $ 199.99

AN ADMINISTRATIVE FEE IS NOT AN OFFICIAL FEE AND IS NOT REQUIRED BY LAW BUT MAY BE CHARGED BY A DEALER. THIS ADMINISTRATIVE FEE MAY RESULT IN A PROFIT TO DEALER. NO PORTION OF THIS ADMINISTRATIVE FEE IS FOR THE DRAFTING, PREPARATION, OR COMPLETION OF DOCUMENTS OR THE PROVIDING OF LEGAL ADVICE. THIS NOTICE IS REQUIRED BY LAW.

Other N/A $ N/A

Other N/A $ N/A

Other N/A $ N/A

Total Cash Sale Price $ 39657.99 (1)

2 Total Downpayment =

Trade-in N/A (Year) N/A (Make) N/A (Model)

Gross Trade-In Allowance $ N/A

Less Pay Off Made By Seller to $ N/A

Equals Net Trade In $ N/A

+ Cash $ N/A

+ Other N/A $ N/A

+ Other N/A $ N/A

+ Other N/A $ N/A

(If total downpayment is negative, enter "0" and see 4H below) $ 0.00 (2)

3 Unpaid Balance of Cash Sale Price (1 minus 2) $ 39657.99 (3)

4 Other Charges Including Amounts Paid to Others on Your Behalf

(Seller may keep part of these amounts):

A Cost of Optional Credit Insurance

Paid to Insurance Company or Companies.

Life $ N/A

Disability $ N/A $ N/A

B Other Optional Insurance Paid to Insurance Company or Companies $ N/A

C Official Fees Paid to Government Agencies

to N/A for N/A $ N/A

to N/A for N/A $ N/A

to N/A for N/A $ N/A

D Optional Gap Contract $ 600.00

E Government Taxes Not Included in Cash Sale Price $ N/A

F Government License and/or Registration Fees

Lien Perfection fee 6.00 / Temp tag 5.00 11.00

$ N/A

G Government Certificate of Title Fees $ N/A

H Other Charges (Seller must identify who is paid and describe purpose.)

to N/A for Prior Credit or Lease Balance $ 0.00

to N/A for N/A $ N/A

to AWS SERVICE CONTRACT for VSC-72 MO/75000 MI $ 4200.00

to AWS-RESOURCE for KEY-72 MO/UNLTD MI $ 499.00

to N/A for N/A $ N/A

to AWS-RESOURCE for TIRE/WHL-72 MO/UNLTD MI $ 699.00

to XZILON for ENVIRO- MO/UNLTD MI $ 799.00

to AWS-RESOURCE for WINDSHIELD-72 MO/UNLTD MI $ 699.00

to AWS-RESOURCE for DING & DENT-72 MO/UNLTD MI $ 399.00

to N/A for N/A $ N/A

to N/A for N/A $ N/A

to N/A for N/A $ N/A

to N/A for N/A $ N/A

Total Other Charges and Amounts Paid to Others on Your Behalf $ 7906.00 (4)

5 Amount Financed (3 + 4) $ 47563.99 (5)

OPTION: ☐ You pay no finance charge if the Amount Financed, item 5, is paid in full on or before N/A, Year N/A. SELLER'S INITIALS N/A

OPTIONAL GAP CONTRACT. A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 4D of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term ~~N/A~~ 72 NB Mos. NB ~~N/A~~ AWS GAP CONTRACT Name of Gap Contract

I want to buy a gap contract.

Buyer Signs X NB N/A Nakia Bowe

You have a right to cancel a gap contract within 15 days of buying it and receive a full refund or credit for the charge of the gap contract.

Returned Check Charge: You agree to pay a charge of $ 25 if any check you give us is dishonored or any electronic payment is unpaid.

CERTIFIED COPY

Insurance. You may buy the physical damage insurance this contract requires from anyone you choose who is acceptable to us. You may also provide the physical damage insurance through an existing policy owned or controlled by you that is acceptable to us. You are not required to buy any other insurance to obtain credit.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance

☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both

☐ Credit Disability: ☐ Buyer ☐ Co-Buyer ☐ Both

Premium:

Credit Life $ N/A

Credit Disability $ N/A

Insurance Company Name N/A

Home Office Address N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

Other Optional Insurance

☐ N/A (Type of Insurance) N/A (Term)

Premium $ N/A

Insurance Company Name N/A

Home Office Address N/A

☐ N/A (Type of Insurance) N/A (Term)

Premium $ N/A

Insurance Company Name N/A

Home Office Address N/A

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.

I want the insurance checked above.

X N/A (Buyer Signature) N/A (Date)

X N/A (Co-Buyer Signature) N/A (Date)

You have a right to cancel credit insurance within 15 days of buying it and receive a full refund or credit for the credit insurance premium.

THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS.

OPTIONAL OTHER BENEFIT(S) You want to purchase the other benefit(s) written with the company(ies) and for the coverage periods and charge(s) shown below.

Type of Benefit AWS SERVICE CONTRACT

Company AWS SERVICE CONTRACT $ 4200.00

Coverage Period 72 Mos. or 75000 Miles

Type of Benefit / N/A

Company N/A /N/A $ N/A

Coverage Period N/A Mos. or N/A Miles

Type of Benefit TIRE 699.00 / WIND 699.00 / PAIN 399.00

Company AWS-RESOURCE $ 1797.00

Coverage Period 72 72 72 Mos. or UNLIMITED Miles

Type of Benefit XZILON

Company XZILON $ 799.00

Coverage Period N/A Mos. or UNLIMITED Miles

Type of Benefit KEY PROTECTION

Company AWS-RESOURCE $ 499.00

Coverage Period 72 Mos. or UNLIMITED Miles

Buyer Initials X NB Co-Buyer Initials X N/A

[redacted]

OTHER IMPORTANT AGREEMENTS

1. FINANCE CHARGE AND PAYMENTS
   a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
   b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose as the law allows.
   c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
   d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

2. YOUR OTHER PROMISES TO US
   a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
   b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
   c. **Security Interest.**
   You give us a security interest in:
   - The vehicle and all parts or goods put on it;
   - All money or goods received (proceeds) for the vehicle;
   - All insurance, maintenance, service, or other contracts we finance for you; and
   - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

   This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.
   d. **Insurance you must have on the vehicle.**
   You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. You agree to name us on your insurance policy as an additional insured and as loss payee. Unless you provide us with evidence of the insurance coverage required by this contract, we may buy insurance at your expense to protect our interests in the vehicle. This insurance may, but need not protect your interests. The coverage that we buy may not pay any claim that you make or any claim that is made against you in connection with the vehicle. You may later cancel any insurance we buy, but only after providing us with evidence that you have obtained the insurance this contract requires. If we buy insurance for the vehicle, you will be responsible for the costs of that insurance, including the insurance premium, finance charges and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. We may add the costs of the insurance to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own. If we buy insurance, the charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on page 1 of this contract.
   If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.
   e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES
   a. **You may owe late charges.** You will pay a late charge on each late payment as shown on page 1 of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments.
   If you pay late, we may also take the steps described below.
   b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe at once after we give you any notice the law requires. Default means:
   - You do not make any payment when due; or
   - You start a proceeding in bankruptcy or one is started against you or your property; you give false, incomplete, or misleading information during credit application; or you break any agreements in this contract; except that we will only treat these events as defaults if they significantly impair the prospect of payment, performance, or the ability to realize upon the collateral.

   The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
   c. **You may have to pay collection costs.** If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorney's reasonable fee and any court costs, as the law allows. The maximum attorney's fee you will pay will be 15% of the amount you owe. You will also pay any collection costs we incur as the law allows.
   d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you after we give you any notice the law requires. We may only take the vehicle if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device (such as GPS), you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you. If you do not ask for these items back, we may dispose of them as the law allows.
   e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.
   f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.
   We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us unless the law provides otherwise. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.
   g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

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ARBITRATION PROVISION

PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

1. **EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.**
2. **IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**
3. **DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.**

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association (www.adr.org) or any other organization to conduct the arbitration subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will pay your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of $5000, unless the law or the rules of the chosen arbitration organization require us to pay more. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Provision shall be unenforceable.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs X Nakia Bowen Co-Buyer Signs X N/A

If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

See the rest of this contract for other important agreements

Notice to the Buyer.

Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign. Under the law you have the right to pay off in advance the full amount due and to obtain a partial refund of the finance charge (time price differential).

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You acknowledge that you have read all pages of this contract, including the arbitration provision above, before signing below. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs X Nakia Bowen Date 08/21/21 Co-Buyer Signs X N/A Date N/A

Buyer Printed Name NAKIA BOWEN Co-Buyer Printed Name N/A

If the "business" use box is checked in "Primary Use for Which Purchased": Print Name N/A Title N/A

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X Address N/A

Seller signs X Date 08/21/21 By X JEFFREY FARRAH Title FINANCE MGR

Seller assigns its interest in this contract to COMMERCE BANK (Assignee) under the terms of Seller's agreement(s) with Assignee.

☐ Assigned with recourse ☒ Assigned without recourse ☐ Assigned with limited recourse

Seller

By X Napleton's Mid Rivers CDJR, Maserati JEFFREY FARRAH Title FINANCE MGR

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THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

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Exhibit A

[redacted]

COMMERCE BANK
PO BOX 410857
KANSAS CITY, MO 64141-0857
(800) 449-9829

NAKIA M BOWEN 04/08/22
[redacted]

SECOND NOTICE OF DEFAULT AND RIGHT TO CURE

Account No.: [redacted]

Brief Identification of Credit Transaction:
Loan from Commerce Bank to NAKIA M BOWEN
secured by the 18 JEEP WRANGLER UNL

$752.87 is the AMOUNT NOW DUE.

April 28, 2022 is the LAST DAY FOR PAYMENT.

You are late in making your payment(s). If you pay the AMOUNT NOW DUE (above) by the LAST DAY FOR PAYMENT (above), you may continue with the contract as though you were not late. If you do not pay by that date, we may exercise our rights under the law.

If you voluntarily surrender possession of the above identified collateral, you could still owe additional money after the money received from the sale of the collateral is deducted from the total amount you owe.

If you are late again in making your payments, you will not be entitled to another notice like this, and you will have no right to cure the default.

COMMERCE BANK
1-800-440-9829

Not an Official Court Document

P.O. Box 419248
Kansas City, MO 64141-6248

12/14/2022

NOTICE OF OUR PLAN TO SELL PROPERTY

NAKIA BOWEN
[redacted]

Subject: Loan Number ending in: 0001

We have your 1C4HJXDG7JW125561 18 JEEP WRANGLER UNL because you broke promises in our agreement.

We will sell the 1C4HJXDG7JW125561 18 JEEP WRANGLER UNL at private sale sometime after 01/03/2023. A sale could include a lease or license.

The money that we get from the sale (after paying our costs) will reduce the amount you owe. If we get less money than you owe, you will still owe us the difference. If we get more money than you owe, you will get the extra money, unless we must pay it to someone else.

You can get the property back at any time before we sell it by paying us the full amount you owe (not just the past due payments), including our expenses. To learn the exact amount you must pay, call us at 877-785-1393.

If you want us to explain to you in writing how we have figured the amount that you owe us, you may call us at 877-785-1393 (or write us at P.O. Box 419248, Kansas City, MO 64141-6248) and request a written explanation. (We will charge you $25.00 for the explanation if we sent you another written explanation of the amount you owe us within the last six months.)

If you need more information about the sale call us at 877-785-1393 (or write us at P.O. Box 419248, Kansas City, MO 64141-6248).

We are sending this notice to the following other people who have an interest in 1C4HJXDG7JW125561 18 JEEP WRANGLER UNL or who owe money under your agreement:

Commerce Bank will file an application for a repossessed title 10 days from the date of this letter.

COMMERCE BANK
Recovery Department
(877) 785-1393

Exhibit C

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P.O. Box 419248
Kansas City, MO 64141-6248

03/06/2023

EXPLANATION OF CALCULATION OF DEFICIENCY

NAKIA BOWEN
[redacted]

Subject: Loan Number ending in: 0001

Because you defaulted on your loan, we repossessed the 1C4HJXDG7JW125561 18 JEEP WRANGLER UNL securing the loan.

We sold the 1C4HJXDG7JW125561 18 JEEP WRANGLER UNL on 02/10/2023.

Following the sale, you owe us a deficiency.

The amount of the deficiency as of the date of sale is:		**$ 10,724.17**
Here is how we calculated that amount:		
Aggregate Amount Due to Lender as of the date of sale		$ 43,369.37
Proceeds from sale		$ 29,000.00
Net Amount Due to Lender after sale		$14,369.37
Expenses of Sale		
Repossession Fee	$ 1,080.00	
Transportation/Tow Fee	$ 50.00	
Storage Expenses	$ .00	
Legal Expenses	$ .00	
Notification Fee	$ .00	
Condition Report Fee	$ 5.00	
Cleanup/Detail Fee	$ 95.00	
Resale/Repair Fee	$ 10.00	
Sales Fee	$ 150.00	
Title Fee	$ 50.00	
Other	$ 0.00	
Total Expenses		**$ 1,440.00**
Credits		
Credit Life Refund	$ .00	
Credit Disability Refund	$ .00	
Extended Warranty Refund	$ 3,032.75	
GAP Insurance Refund	$ 466.67	
Other	$0.00	
Total Credits		**$ 5,085.20**
Deficiency as of the date of sale:		**$ 10,724.17**

Future debits, credits, charges, including additional credit service charges or interest, rebates, and expenses may affect the amount of the deficiency.

If you have any questions or want additional information concerning the transaction or to request the amount of the deficiency and further information regarding how we calculated the deficiency, you can call us at (877) 785-1393 or you can write us at P.O. Box 419248, Kansas City, MO 64141-6248.

COMMERCE BANK
Recovery Department
(877) 785-1393

Not an Official Court Document

Exhibit D

Commerce Bank™

P.O. Box 419248
Kansas City, MO 64141-6248

08/11/2023

Berman & Rabin P.A.
15280 Metcalf
Overland Park, KS 66223

Name: NAKIA M. BOWEN
Account Number: 33900103346880001
Balance: $10,735.91

This is your authorization to file suit on the above referenced account and to take whatever collection action necessary. Attached are the appropriate documents, which we ask you to review prior to filing suit. Our instructions are on the enclosed worksheet.

Fee Schedule: per agreement

If you have any questions concerning this account, please do not hesitate to contact me.

Regards,

Commerce Bank

Jason Witte
Recovery Manager
(816)-760-3413

IBM530 12/1

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08/11/2023
STATE OF MISSOURI
COUNTY OF JACKSON

FILE NUMBER _____

AFFIDAVIT

I hereby certify and affirm that I am a Recovery Collector of Commerce Bank.

( ) A sole proprietorship

( ) A partnership comprised of the following partners:

_____

_____

( ) A Limited Liability Company organized under and existing by virtue of the laws of the State of

_____

(X) A Missouri Banking Corporation

I further state that the claim and cause of action of the aforesaid against:
NAKIA M. BOWEN
Account Number: 3390010334688 0001
is in the total sum of $10,735.91 of which $8,226.17 is principal.

I further certify that I am duly qualified and competent to testify to the matters stated herein, and authorized to make this Affidavit. I further state that the records of this account are maintained under my supervision, have been reviewed by the Affiant, and that the amount of the claim is just and true to the best of my personal knowledge, and that all just and lawful offsets, payments and credits have been allowed.

Executed this 11 day of Aug, 2023.

Signature

Nick Petsche
Printed name of Affiant

The foregoing Affidavit sworn to and subscribed before me
this 11 day of Aug, 2023.

Notary Public

DEANNA C. WILTSEY
Notary Public-Notary Seal
STATE OF MISSOURI
Johnson County Mo
My Commission Expires July 20, 2026
Commission # 22796859

My Commission Expires: July 20, 2026

"THIS IS A COMMUNICATION FROM A DEBT COLLECTOR, IN AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE."

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IN THE CIRCUIT COURT OF AUDRAIN COUNTY, MISSOURI
ASSOCIATE CIRCUIT DIVISION

COMMERCE BANK assignee of Napleton's
Mid Rivers CDJR Maserati

Plaintiff,

vs. Case No.
Division

NAKIA BOWEN

Defendant.

AFFIDAVIT OF NON-MILITARY SERVICE

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

I, Daniel S. Rabin, the undersigned, of lawful age, affirm, on oath state that I am the Attorney for Plaintiff or Petitioner, in the above entitled case, and I make this affidavit pursuant to the provisions of the Service Members Civil Relief Act of 2003; that I have caused a careful investigation to be made to ascertain whether or not the above-named Defendant or Respondent is in the active service of the Army of the United States, the United States Navy, the United States Marine Corps, the United States Coast Guard, the United States Air Force, the National Guard or of any Public Health Service detailed by proper authority for duty with the military; and, that as a result of said investigation, I hereby state that to the best of my knowledge the Defendant or Respondent is not in any of the above-named branches of the military service nor has the Defendant or Respondent received notice of induction or notice to report for active service.

THE AFFIANT SAYETH NOT.

Daniel S. Rabin #37315

Signed and Affirmed to before me this 28 day of August, 2023.

Kelsey Rogers
Notary Public State of Kansas
My Appt Expires 12/06/25

K Rogers
Notary Public

82218-79

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