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IN THE CIRCUIT COURT OF CALLAWAY COUNTY
ASSOCIATE JUDGE DIVISION
STATE OF MISSOURI

REPUBLIC FINANCE, LLC, a limited liability company, Plaintiff	Cause No: Division No:
DELSA D. BYRD 451 E Saint Eunice Rd Apt 19 Fulton MO 65251 Defendant	

PETITION ON NOTE

Comes now the Plaintiff, Republic Finance, LLC, by and through counsel, and for its cause of action against the Defendant, DELSA D. BYRD, herein states as follows:

1. Plaintiff is a limited liability company existing by the laws of and authorized to do business in the State of Missouri.

2. Plaintiff states that the debt sued upon and Plaintiff's cause of action accrued in the State of Missouri.

3. That the Defendant, DELSA D. BYRD, is a resident of Callaway County, Missouri.

4. That the Defendant is indebted to the Plaintiff based upon a written promissory note executed by Defendant on or about February 23, 2023 in which Plaintiff agreed to loan to Defendant the sum of $4,716.00 and in which Defendant agreed to repay said loan to Plaintiff according to the terms and conditions of the Note. A copy of the Note is attached hereto and incorporated by reference herein as an exhibit.

5. The Note provided that if Plaintiff had to file suit to enforce said Note, the Defendant would be liable for reasonable attorney fees in addition to the balance due on said note.

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6. Plaintiff states that Defendant received the loan proceeds from the Plaintiff but has defaulted on the note by failing to repay the loan according to the terms and conditions of the Note.

7. Plaintiff states that there remains the sum of $3,704.52 due and owing by Defendant; that demand has been made upon Defendant for payment thereof, and all notices required by law sent

8. That to the best of Plaintiff's knowledge and belief the Defendant is engaged in civilian employment and is not on active duty in the military of the United States.

WHEREFORE, Plaintiff, Republic Finance, LLC, prays for judgment in its favor against the Defendant in the principal sum of $3,704.52 together with interest at the contract rate of 33.1400% per year from November 7, 2023, for attorney's fees of $555.68, and for its costs herein expended.

Respectfully Submitted,

/s/ *Bryan N. Bishop*
Bryan N. Bishop, MBEN 74953
JSB Attorneys, PLLC
334 Beechwood Road, Suite 303
Ft. Mitchell, KY 41017
Phone: (859) 331-7900
Fax: (859) 331-5337
Email: mojsb@jsbattorneys.com
Attorney for Plaintiff

THIS OFFICE IS ACTING AS A DEBT COLLECTOR, AND THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THIS PURPOSE.

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COMBINATION PROMISSORY NOTE, TRUTH IN LENDING DISCLOSURE STATEMENT

Direct Non-Real Estate Loan
Missouri Consumer Installment Loan

Date: 02/23/2023

BORROWER: Delsa D. Byrd
(Print Full Name)
451 E Saint Eunice Rd Apt 19 | Fulton | MO | 65251-
(Street No.) (City) (County) (State) (Zip)

CO-BORROWER: _____
(Print Full Name)
(Street No.) (City) (County) (State) (Zip)

LENDER: Republic Finance, LLC 3101 West Broadway Ste 103, Columbia, MO 65203
(Name) (Street No.) (City) (County) (State) (Zip)

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of my loan as a yearly rate.	The dollar amount my loan will cost me	The amount of credit provided to me or on my behalf.	The amount I will have paid after I have made all payments as scheduled.
35.990 %	$ 1,883.90	$ 2,832.10	$ 4,716.00

NOT APPLICABLE UNLESS CHECKED

Payment Schedule: My loan is repayable as follows:

Number of Payments	Amount	When Payments Are Due
An Initial Installment Payment of:	$ 131.00	Due on 04/05/2023, followed by
35 Equal Installment Payments of:	$ 131.00	On the same day of each month thereafter.

Late Payment: If a scheduled payment is 15 days or more late, I agree to pay a late charge equal to 5% of the portion of the scheduled payment in default or $15.00, whichever is greater, not to exceed $50.00.
Prepayment: If I prepay in full or part, I will not have to pay a penalty. I may be entitled to a refund of part of the finance charge.
Credit Insurance: Credit life insurance, credit disability insurance and involuntary unemployment insurance are not required in order to obtain this loan and will not be

Insurance Type	Premium	Term	Signature: I (we) want voluntary credit life and/or disability and/or involuntary unemployment insurance as indicated by the signature below.
Credit Life Insurance ☐ Single ☐ Decreasing ☐ Joint ☐ Level	$ 0.00	0 Mos.	
Credit Disability Insurance Rider (single)	$ 0.00	0 Mos.	
Involuntary Unemployment Insurance	$ 0.00	0 Mos.	

Contract Reference: I should look to my Note for additional information about non-payment, default, your right to accelerate payment, and prepayment rebates.

Itemization of the Amount Financed

(A) Amount Paid Directly to Me (Cash Advance) $ 4.28
(B) Amount Credited To My Existing Loan(s) with You $ 2,827.82
(C) Amounts Paid to You for:
(1) Origination Fee (Prepaid Finance Charge) $ 100.00
(D) Amounts Paid to Others on My Behalf
(We and/or our affiliates may receive and retain a portion of amounts, if any, in (1) and any amounts paid to United Motor Club (UMC).)
(1) To Insurance Companies for:
(a) Credit Life Insurance $ 0.00
(b) Single Disability Insurance $ 0.00
(c) Single Involuntary Unemployment Insurance $ 0.00
Total Insurance Premiums $ 0.00

(2) Amounts Paid to _____ $ 0.00
(3) Amounts Paid to _____ $ 0.00
(4) Amounts Paid to _____ $ 0.00
(5) Amounts Paid to _____ $ 0.00
(6) Amounts Paid to _____ $ 0.00
(E) (Less) Origination Fee (Prepaid Finance Charge) $ 100.00
(F) Amount Financed (Sum of A through D minus E) $ 2,832.10

PROMISSORY NOTE ("Note")

State Contract Rate 33.14 % per annum — Principal Amount (Amount Financed plus Prepaid Finance Charge): $ 2,932.10

PROMISE TO PAY: I promise to pay to your order (to pay to the order of the Lender) at your offices in Columbia, Missouri, or such other place as you may designate in writing, the sum of: Four Thousand Seven Hundred Sixteen and 00/100 ($ 4,716.00) DOLLARS, in accordance with the Payment Schedule above.

ADDITIONAL PROMISSORY NOTE TERMS AND CONDITIONS CONTINUED ON REVERSE

I (We) acknowledge receipt of a completed copy of this Combination Promissory Note and Disclosure Statement and agree to their terms and conditions (as continued on reverse). I (We) authorize you to make disbursements as itemized above. The obligations and related claims of the parties to this Combination Promissory Note and Disclosure Statement (collectively, the "Contract"), are subject to an arbitration agreement signed as part of this transaction.

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

WITNESS _____ BORROWER Delsa D. Byrd

WITNESS _____ CO-BORROWER

Form 6156_2021 ORIGINAL

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Promissory Note Terms and Conditions Continued from Face Side

Late Payment: If a scheduled payment is 15 days or more late, I agree to pay a late charge equal to 5% of the portion of the scheduled payment in default or $15, whichever is greater, not to exceed $50.

Default: I will be in default under this Note if (1) I fail to make payments under this Note when due; or (2) your prospect of payment or performance is significantly impaired. Your prospect of payment or performance may be significantly impaired if, by way of example only and without limitation, any or all of the following occurs: (a) I am in default under any other credit extension with you; (b) I should die, become insolvent, or apply for bankruptcy or other relief from creditors; or (c) you reasonably believe yourself to be insecure in the repayment of this Note.

Consequences of Default: If I have the right to cure the Default and I fail to properly cure after I am given any notice required by law, or if I do not have the right to cure the default, you may, at your option do any or all of the following: (i) bring suit against me for any delinquent payment(s); (ii) accelerate and declare due the remaining balance (in which case, you will rebate any unearned finance charge as provided in this Note); (iii) undertake any other action as permitted by applicable law.

Attorney's Fees: If it becomes necessary to file a lawsuit to collect this Note and you refer this Note to an attorney who is not your salaried employee for collection, I agree to pay attorney's fees not to exceed fifteen percent (15%) of the amount due and payable under this Note, together with any court costs assessed.

Returned Item Charges: If a check or other payment instrument is refused by any institution, I agree to pay you a $25 handling charge, plus any charges assessed by the institution for processing the refused check or payment instrument.

Loan Origination Fee (Prepaid Finance Charge): I agree to pay you a loan origination fee equal to 10% of the Amount Financed for this Note, up to a maximum of $100. This loan origination fee is fully earned at the time this Note is signed and will not be refunded upon any prepayment or acceleration of the Note.

Interest: As permitted by applicable law, I agree that you will continue to earn finance charges at the Contract Rate after I default under this Note. However, if you accelerate payment under this Note for any reason and file suit against me, or if this Note remains unpaid after its final payment date, and after application of any rebate as set forth in the Prepayment provision, if any, I agree as permitted by applicable law to pay additional interest on the unpaid principal balance of this Note at the Contract Rate until this Note is paid in full unless a lower rate is required by law.

Prepayment: I may prepay this Note, in whole or in part, at any time without penalty. I understand that, if I prepay in full or you accelerate payment under this Note, I may be entitled to receive a rebate of the unearned portion of the finance charge. If my Note has a term to maturity of 61 months or less and is for an amount financed of $5,000 or less, my rebate will be calculated according to the Rule of 78s. If my Note has an amount financed of more than $5,000, my rebate will be calculated by applying the actuarial method. If I prepay this Note in part, I will not be entitled to any rebate of any portion of the finance charge.

Governing Law: I agree that this Note and loan shall be governed and construed under applicable Federal law and the laws of the State of Missouri (without regard to its conflicts of law provisions).

Lender's Errors: I understand and acknowledge that you do not intend to charge or collect any interest, charge, or fee that is more than the law allows. If you charge or collect any amount over what the law allows, at your election, you will either refund the excess amount to me or apply the excess amount first to the balance due under this Note as a partial payment. If I have paid this Note in full, you will refund any excess amount. If any part of this Contract is fully determined to be unenforceable under any law, rule or regulation, all other parts of this Contract still are valid and enforceable.

Tax Deductions: I acknowledge that you have made no promises to me nor advised me in any way whether the Finance Charges and fees are "interest" that I may deduct on my tax returns. I should consult a tax advisor about deducting Finance Charges and fees on my tax returns.

General Provisions: I, as well as all other persons signing this Note as borrower, co-borrower or guarantor, waive demand for payment, protest and notice of protest and non-payment and all pleas of division and discussion, and agree that our liability under this Note shall be "joint and several" with each other. We further agree that discharge or release of any party, extension of time for payment, or delay in enforcing any rights granted to you will not cause you to lose any rights under this Note. I additionally agree to provide you with a current financial statement or additional financial information, including a copy of my most recent federal income tax return, upon request.

Severability: Any unenforceable portion of this Note will be severed and the remainder shall be enforceable.

No Oral Agreement: 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 me (borrower(s)) and you (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.

JURY WAIVER: TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, YOU AND I WAIVE THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, WHETHER CONTRACT, TORT OR OTHERWISE, ARISING FROM OR RELATING TO THIS LOAN. THIS PROVISION IS A MATERIAL INDUCEMENT FOR YOU TO MAKE THIS LOAN.

Signatures on Face Side

In this Contract, the words "I," "me," "my," "we," "us" and "our" individually, collectively and interchangeable mean each person signing this Contract as borrower, co-borrower, or guarantor. The words "you," "your" and "yours" mean the Lender named on the face side of this Contract and its transfers and assigns. This Contract and any arbitration agreement constitute the entire agreement between the parties and no modification or amendment of this Contract shall be effective unless in writing. All provisions of this Contract which are prohibited by applicable law shall be ineffective to the extent of such prohibition without invalidating any other provisions of this Contract.

Guaranty

I (We) jointly, severally and solidarily unconditionally guarantee payment of the above Note and all renewals, substitutions and extensions thereof and agree to all of the Note's terms and conditions. **The obligations and related claims of the parties to this combination Promissory Note and Disclosure Statement are subject to an arbitration agreement signed as part of this transaction.**

Guarantor _____ Guarantor _____

☐ (Not applicable unless checked) 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 WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

This loan is pledged to Wells Fargo Bank, N.A. (together with its successors and assigns), as agent for various financial institutions.

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BINDING (MANDATORY) ARBITRATION AGREEMENT AND WAIVER OF JURY TRIAL

READ this agreement carefully. By signing below, you agree to this Arbitration Agreement.

Under this Agreement, you or Lender may elect to arbitrate disputes between the parties, in which case, such disputes will then be resolved by BINDING ARBITRATION if not settled first. You thus GIVE UP YOUR RIGHT TO GO TO COURT or to BRING OR PARTICIPATE IN A CLASS ACTION over those disputes. Your rights will be determined by a NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY. You are entitled to a FAIR HEARING, BUT arbitration procedures are MORE LIMITED THAN RULES IN COURT. Arbitrator decisions are enforceable in court but are subject to VERY LIMITED REVIEW BY A COURT. This Agreement also contains a JURY WAIVER FOR ALL DISPUTES between you and Lender, even those that are not arbitrated. CONSULT A LAWYER BEFORE SIGNING if you do not understand this agreement. You have the right to reject this Agreement for 30 days (see below for more information).

1. **Agreement to Arbitrate**. You and Lender agree that, as a material inducement for the parties to enter into the loan and as consideration for your loan, any claim, dispute or controversy between you and Lender whether in contract or tort or under common law, any state or federal constitution, any statute, regulation, or local law, or otherwise ("Claims" or "Claim"), arising out of, in connection with, or relating to any of the following in any way, directly or indirectly, shall, at the election of either party, be resolved by binding arbitration and not by a court action: your loan (see definition in Section 2 below); your relationship with the Lender; any applications, advertisements, oral or written statements or communications, disclosures, electronic communications, collection efforts, collateral, and/or insurance related to your loan; any disclosure of your information by Lender to any party; Lender's supervision and/or training of employees and agents; and/or the existence, applicability, enforceability, or scope (including whether a dispute is arbitrable) of this Arbitration Agreement (the "Agreement"). Claim also includes any cross-claim or counterclaim. For the avoidance of doubt, Claim has the broadest meaning possible under this Agreement. Under this Agreement, if a party elects arbitration, the parties give up the right to a trial in court. The arbitrator's decision cannot be appealed and is subject to only limited judicial review.
2. **Additional Definitions.** In this Agreement, "Lender", also "us", means (a) Republic Finance, LLC; and (b) all of the members, managers, directors, officers, employees, principals, agents, successors, assigns, vendors, or present or future affiliated companies of those persons listed in subsections (a) ; and (c) any other persons who may be liable with those persons listed in subsections (a) and (b); "you," and "your" mean the borrower(s), co-maker(s), co-signer(s), debtor(s) (anyone granting a security interest in Property) and guarantor(s), and their respective heirs, executors, successors, assigns, administrators, trustees, trustees in bankruptcy and any other person claiming rights arising out of, in connection with, or relating to your relationship with Lender; and "your loan" means any Check, Loan Guarantee, Cash Voucher, Including Federal Disclosure Statement, Note and Security Agreement, any loan or extension of credit to you or guaranteed by you (including extensions, renewals, or modifications), and any past or future transactions or loans between you and Lender, from or by Lender, and any and all documents signed by or provided to you in connection with any of the foregoing. Notwithstanding anything else herein, any Claim you have against any entity or person identified in (a), (b), or (c) may be joined or consolidated with any related Claim you have against any other entity or person identified in (a), (b), or (c) in a single-claimant non-class arbitration proceeding or single-plaintiff non-class lawsuit in Small Claims Court (as defined in Section 3).
3. **Exclusions From Ability to Elect Arbitration.** Both parties retain the right to file and litigate a single-plaintiff non-class lawsuit in Missouri Small Claims Court or an equivalent court in Missouri ("Small Claims Court Action"), provided (i) such Small Claims Court Action is within the scope of such Small Claims Court's jurisdiction; (ii) such Small Claims Court Action does not seek to certify a class, combine the Claims of multiple persons (except as set forth in Section 2); and (iii) such Small Claims Court Action does not seek to recover damages in excess of the limit permissible for a Small Claims Court Action under applicable state law. Furthermore, this exclusion from the other party's right to elect arbitration shall not apply to any such Small Claims Court Action that is transferred, removed, or successfully appealed from Small Claims Court to any different court. Additionally, both parties retain the right to exercise self-help remedies (i.e., those that do not involve a court) including but not limited to set-off, recoupment, or repossession. However, you retain the right to file a single-plaintiff non-class lawsuit to prevent Lender from using any such self-help remedy or to assert a Claim directly related to the use of any such self-help remedy, so long as such single-plaintiff non-class lawsuit does not involve a request for monetary relief of any kind. Filing and litigating a Claim in a Small Claims Court Action, as described in this Section, or exercising self-help, as also described in this Section, will not waive any party's right to elect to arbitrate any other Claim as permitted under this Agreement.
4. **Demanding and Initiating Arbitration.** Except for the exclusions set forth in Section 3, a party can elect to arbitrate any Claim, even if a party has already initiated litigation in court related to the Claim, by: (a) making a written demand upon the other party to arbitrate the Claim or (b) filing in court a motion to compel arbitration of the Claim. Under (a), the demanding party shall initiate arbitration as set forth in Section 5 within thirty (30) days of such written demand. Under (b), the movant shall initiate arbitration as set forth in Section 5 within thirty (30) days of an order compelling arbitration. As alternatives to (a) and (b), a party can elect to arbitrate any Claim by immediately initiating the arbitration as set forth in Section 5. For costs associated with initiating arbitration please see Section 8 of this Agreement. If the electing party fails to timely initiate arbitration in accordance with this Agreement, the non-electing party may proceed with a single-plaintiff non-class lawsuit.
5. **Arbitrator.** The American Arbitration Association ("AAA") will administer any arbitration required under this Agreement. You may initiate arbitration of a Claim with AAA by contacting the organization at www.adr.org or at 1-800-778-7879. If AAA is unwilling or unable to serve, and you and Lender are unable to agree on an alternative arbitrator, a court with jurisdiction will select the arbitrator. In lieu of proceeding with AAA, the parties may agree to select a substitute arbitration organization or local arbitrator who is an attorney, retired judge, or arbitrator registered and in good standing with an applicable organization.
6. **Procedure.** The AAA Consumer Arbitration Rules will apply to arbitrations (collectively the "Rules"). Contact AAA or Lender for copies of the Rules or visit https://www.adr.org/sites/default/files/Consumer%20Rules.pdf for the Consumer Arbitration Rules. One neutral arbitrator will decide all Claims and shall honor claims of privilege recognized at law. The arbitrator shall apply applicable substantive law, including applicable statutes of limitations, and may award any remedy or relief that a state or federal court in Missouri could order in a single-plaintiff non-class lawsuit. In-person arbitration conferences and hearings, if any, will occur in the county where you signed the Agreement, you reside or were served with the arbitration demand, or another reasonably convenient place to you as determined by the arbitrator, unless applicable laws require another location. In connection with any arbitration, discovery will be available for non-privileged information to the fullest extent permitted under the Rules. At the timely request of either party, the arbitrator shall write a brief explanation of the grounds for the arbitrator's decision.
7. **CLASS ACTION WAIVER. NEITHER YOU NOR LENDER WILL HAVE THE RIGHT TO (A) PARTICIPATE IN A CLASS ACTION IN COURT, MEDIATION OR ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER, (B) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT, MEDIATION OR ARBITRATION, OR (C) EXCEPT AS OTHERWISE SET FORTH IN SECTION 2, JOIN OR CONSOLIDATE CLAIMS WITH CLAIMS OF ANY OTHER PERSON OR ENTITY. THE ARBITRATOR SHALL NOT HAVE AUTHORITY TO CONDUCT ANY CLASS, PRIVATE ATTORNEY GENERAL OR MULTIPLE-PARTY PROCEEDING (EXCEPT AS OTHERWISE SET FORTH IN SECTION 2) OR TO ISSUE ANY RELIEF THAT APPLIES TO ANY PERSON OR ENTITY EXCEPT YOU AND LENDER INDIVIDUALLY. NOTWITHSTANDING ANYTHING ELSE HEREIN, THE ENFORCEABILITY OF THE CLASS ACTION WAIVER SHALL BE DETERMINED BY A COURT.**
8. **Fees; Costs.** Regardless of who elects arbitration, Lender shall pay for any filing, administration, and arbitrator fees in accordance with the Rules; provided, however, that if you initiate arbitration, you will pay the filing fee to the extent required by the Rules but, in no event will you pay more than the cost of filing a lawsuit in state court. In the case of extreme hardship, Lender will consider a good faith request by you to pay your filing fee. Each party will have the right to be represented by an attorney of his or her choosing. Throughout the arbitration, each party shall bear his or her own attorneys' fees and costs, such as witness and expert witness fees; however, if you prevail on a Claim in arbitration that, by law, requires an award of attorney fees and costs to you, the arbitrator will award you those fees and costs in accordance with such law.

9. **Applicable Law; Other.** The parties acknowledge and agree that this Agreement is made pursuant to a transaction involving interstate commerce. Therefore, the parties agree that the enforceability and interpretation of this Agreement shall be governed by the Federal Arbitration Act ("FAA") to the fullest extent possible, notwithstanding anything else herein or any state law to the contrary. To the extent that it is found that the FAA does not apply to this Agreement, in whole or in part, and any appeal on that finding has been exhausted, then this Agreement shall be governed, to the extent the FAA is found not to apply, by the law of the State of Missouri's arbitration code, if any. This Agreement governs if it conflicts with your loan or the Rules. This Agreement is binding upon and benefits you, us, and our respective heirs, successors, assigns and third parties. The Agreement shall continue in full force and effect, even if any party's obligations have been paid, charged off, or discharged through bankruptcy. This Agreement shall survive any termination, amendment, expiration or performance of any loan or other transaction between any of the parties and shall continue in full force and effect unless otherwise agreed in writing by the parties. An arbitration award may be enforced in any court with jurisdiction. In the event more than one agreement to arbitrate between you and Lender applies to a Claim and there is a conflict among such agreements, the most recently effective agreement shall apply to the Claim.
10. **Severability.** Any unenforceable portion of this Agreement will be severed and the remainder shall be enforceable. However, if the Class Action Waiver is invalid, then this Agreement is unenforceable in its entirety.
11. **JURY WAIVER. WHETHER ANY CLAIM BETWEEN YOU AND LENDER IS ARBITRATED OR RESOLVED BY A COURT, YOU AND LENDER WAIVE THE RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH CLAIM TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW. YOU UNDERSTAND THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU ARE GIVING UP THE RIGHT TO A TRIAL BY JURY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER TO MAKE THIS LOAN.**
12. **RIGHT TO REJECT.** You may reject this Agreement within thirty days of the date of the Agreement by sending Lender a letter addressed to Republic Finance, Attn: SVP, Legal & Compliance, 7031 Commerce Circle, Baton Rouge, LA 70809. Your letter rejecting the Agreement must use words that clearly convey your election to reject this Agreement. The letter must also include your name, address, phone number, and your loan account number. Please retain a copy of the letter you send. In the event any person signing the Agreement rejects the Agreement, all persons on the Agreement shall also be considered to have rejected the Agreement. Notwithstanding anything else herein, any rejection of arbitration will apply only to this Agreement (and not to any prior or subsequent arbitration agreement into which you have entered or will enter with us). If you do not reject this Agreement, it is effective on the date of the Agreement.

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THE AGREEMENT BEFORE YOU SIGN IT. BY SIGNING BELOW, YOU ACKNOWLEDGE YOU HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS TERMS AND CONDITIONS.

THUS DONE AND AGREED by and between the undersigned borrower and the Lender on this the 23 day of February, 2023.

THIS IS A BINDING ARBITRATION AGREEMENT THAT MAY BE ENFORCED BY THE PARTIES.

Borrower(s) (and/or Guarantors and/or debtors (including any non-borrower granting a security interest)):

Delsa D. Byrd

Delsa D. Byrd

Lender:
REPUBLIC FINANCE, LLC

By: [signature]
Printed Name: KC Jaques
Title: AOM

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AFFIDAVIT

Comes now the Affiant, Sarah Hayes who being first duly cautioned and sworn states as follows:

1. She has the care, custody and control of the records kept in the course of business of Republic Finance, located at 282 Tower Road, Ponchatoula, LA 70454.

2. That the Promissory Note and Security Agreement/Retail Installment Agreement attached are a true and accurate copy of the original.

3. That the borrower(s), Delsa Byrd, is/ are in default of payments due under the Promissory Note and Security Agreement/Retail Installment Agreement.

4. That the debt has been accelerated in accordance with the loan documents.

5. That the net payoff amount due is $3,704.52.

Further Affiant sayeth naught.

AFFIANT

STATE OF LOUISIANA)
) SS:
PARISH OF TANGIPAHOA)

BEFORE ME, a Notary Public in and for said Parish and State, personally appeared, Sarah Hayes, who having been duly sworn under oath and acknowledged the execution of the foregoing and stated that the representations contained in the above and foregoing are true.

WITNESS my hand and Notarial Seal, this 07 day of November, 2023.

Notary Public: _____
John R. Pino, Notary Public
Notary ID: 153744
Commission Expires at Death

JOHN R. PINO
Notary Public
ID: 153744
Tangipahoa Parish, Louisiana
Commission Expires at Death

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