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IN THE CIRCUIT COURT OF CAMDEN COUNTY
ASSOCIATE CIRCUIT DIVISION
STATE OF MISSOURI

ARSENAL CREDIT UNION Plaintiff, vs. PAUL CLINE **Serve at:** 229 Applewood Dr. Edwards, MO 65326 and SANDRA CLINE **Serve at:** 5798 N State Highway 7 Camdenton MO 65020 Defendants.	))	Cause No.: Div.

PETITION-BREACH OF CONTRACT

Plaintiff Arsenal Credit Union ("Plaintiff"), by and through its attorneys, Riezman Berger, P.C.[1] for its cause of action against Defendants Paul Cline and Sandra Cline ("Defendants"), states as follows:

1. Plaintiff is a credit union duly organized and existing according to law. It is engaged in the business of personal finance including the purchasing of retail installment contract and/or leases from dealerships.

2. Upon information and belief, Defendants are residents of Camden County, Missouri.

[1]**THIS COMMUNICATION IS FROM A DEBT COLLECTOR IN AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

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3. On or about July 26, 2021, Defendants purchased a 2017 Ford F150, Vehicle Identification Number 1FTFW1EF4HFA91651 (the "Vehicle") from Lloyd Belt Automotive LLC (the "Dealer").

4. On or about that same date, Defendants executed a Retail Installment Sale Contract (the "Contract") with the Dealer in connection with the purchase of the Vehicle. Subsequently, Dealer assigned its interest in the Contract to Arsenal. Exhibit 1, Retail Installment Sale Contract (attached).

5. In accordance with the Contract and assignment in favor of Arsenal, the payments which were to have been made total $48,563.28. This sum represents the Amount Financed of $34,798.86 plus a Finance Charge of $13,764.42 (also expressed in the Contract as an Annual Percentage Rate of 11.51%), to be paid in 72 installments of $674.49 beginning September 8, 2021. In addition, the terms of the Contract provide that Arsenal has a security interest in the Vehicle; that upon Defendants' failure to make any payment according to the payment schedule, Arsenal is entitled to repossess the Vehicle, and is entitled to demand payment of all monies owed under the Contract; and that Arsenal is entitled to recover all costs and attorney's fees incurred in enforcing its rights under the Contract.

6. Defendants had been in default for nonpayment as of June 8, 2022 under the Contract and Arsenal repossessed the Vehicle on or about June 22, 2022.

7. After repossession, Arsenal sent notice to Defendants of the time after which the sale of the Vehicle would occur, and that Defendants had until that time to reclaim the Vehicle by making payment of the total amount due Arsenal, including all of Arsenal's expenses (Exhibit 2, Notice to Defendants). Because Defendants did not pay the amount indicated, Arsenal sold the Vehicle at a private sale in a commercially reasonable manner on or about October 14, 2022.

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8. Arsenal subsequently notified Defendants of the result of the sale of the Vehicle (Exhibit 3, Copy of Letter to Defendants) and demanded of Defendants the deficiency balance due under the Contract.

9. After crediting Defendants with any and all payments and credits due, there remains a balance due of $10,956.72, plus court costs and attorney's fees pursuant to the Contract.

10. Upon information and belief, Defendants are not presently engaged in active military service.

WHEREFORE, Plaintiff Arsenal Credit Union prays for judgment against Defendants Paul Cline and Sandra Cline in the principal sum of $10,956.72 plus attorney's fees and court costs incurred by Arsenal in enforcing its rights under the Contract, and for all other relief this Court deems just.

RIEZMAN BERGER, P.C.

By: _____
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Buyer Name and Address (Including County and Zip Code)	Co-Buyer Name and Address (Including County and Zip Code)	Seller (Name and Address)
PAUL CLINE 229 APPLEWOOD DRIVE EDWARDS, MO 65326 BENTON	SANDRA CLINE 229 APPLEWOOD DRIVE EDWARDS, MO 65326 BENTON	LLOYD BELT AUTOMOTIVE, LLC P.O. BOX 278 2007 BUS HWY 54 ELDON, MO 65026

You, the Buyer (and Co-Buyer, if any) may buy the vehicle below for cash or on credit. By signing this contract, you agree to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller (Creditor hereinafter "we" or "us" in this contract) the Amount Financed and Finance Charge at U.S. dollars 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	2017	FORD F150	120866	1FTFW1EF4HFA01661	Personal, family, or household unless otherwise indicated below ☐ Business ☐ Agriculture ☐ 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.
11.51 %	$ 13,764.42	$ 34,798.88	$ 48,563.29	$ 1,811.14 + $ 50,374.42

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

Number of Payments	Amount of Payments	When Payments Are Due
72	$ 674.49	MONTHLY PAYMENTS beginning 09/08/2021
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 minimum late charge will be $1. 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.

ITEMIZATION OF AMOUNT FINANCED

1. Cash Sale Price
   Vehicle Cash Sale Price (including $ N/A sales tax) $ 31,995.00
   Administrative Fee $ 99.00
   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 $ 32,094.00 (1)
2. Total Downpayment $ 2005 CHEVROLET SILVERADO 1500
   Trade-in (year) (make) (model)
   Gross Trade-In Allowance $ 7,000.00
   Less Pay Off Made By Seller to TIGERS COMMUNITY CREDIT UNION $ 6,000.00
   Equals Net Trade-In $ 311.14
   + Cash $ 1,500.00
   + Other N/A $ N/A
   + Other N/A $ N/A
   + Other N/A $ N/A
   (If this downpayment is negative, enter "0" and see the below) $ 1,811.14 (2)
3. Unpaid Balance of Cash Sale Price (1 minus 2) $ 30,282.86 (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 $ 897.00
   E. Government Taxes Not Included in Cash Sale Price $ N/A
   F. Government License and/or Registration Fees
      Notice of Lien
      N/A $ 8.00
   G. Government Certificate of Title Fees $ N/A
   H. Other Charges (Seller may keep some of these amounts paid to third parties)
      to N/A for Credit on Trade Balance $ N/A
      to MBPI for SERVICE CONTRACT $ 3,613.00
      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
      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
      to N/A for N/A $ N/A
      Total Other Charges and Amounts Paid to Others on Your Behalf $ 4,510.00 (4)
5. Amount Financed (3 + 4) $ 34,798.88 (5)

Insurance. We may buy the physical damage insurance we require (upper box) from anyone you choose who is acceptable to us. You may purchase 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
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 the insurance, the term is shown above in the "Amount Financed." Credit life insurance is based on your original payment schedule. The insurance may not pay all you owe on the contract if you have 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
N/A
Home Office Address N/A
N/A
☐ N/A Type of Insurance N/A Term
Premium $ N/A
Insurance Company Name N/A
N/A
Home Office Address N/A
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 Date
X N/A
Co-Buyer Signature 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.

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

OPTIONAL GAP CONTRACT: A gap contract does not cancel your debt, it is not required to obtain credit and will not be provided unless you sign 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 of coverage. It is part of this contract.
Term 72 Date MBPI
Name of Gap Contract
Buyer Signature X Paul Cline
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.

OPTION: The gap charge is part of the Amount Financed. Item 5, is paid in full on or before N/A or N/A MILES OR N/A

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.

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. Oral changes are not binding. Buyer Sign X Paul Cline Co-Buyer Sign X Sandra Cline
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 back 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 confirm that you received a completely filled-in copy when you signed it.

Buyer Signs X Paul Cline Date 07/26/2021 Co-Buyer Signs X Sandra Cline Date 07/26/2021
Buyer Printed Name Paul Cline Co-Buyer Printed Name Sandra Cline
"Dealer" (as used in this contract) is "Primary Lienholder" First Name N/A Title N/A
Co-Buyer and Other Owners: If a Co-Buyer is a person who is responsible for paying the entire debt, the other owner is a person who is not a co-buyer and does not have to pay the debt. The other owner agrees to be bound by the terms of the vehicle given to us in this contract.
N/A N/A
Other owner signs LLOYD BELT AUTOMOTIVE, LLC 07/26/2021 Dealer By X Marsha Hendrickson Agent
Seller assigns its interest in this contract to ARVEST NAC CREDIT UNION Manufacturer's name of Seller's agreement with Assignee
Dealer LLOYD BELT AUTOMOTIVE, LLC Manufacturer without recourse Assignee without recourse
By X Marsha Hendrickson Agent BUS MGR

LAW 1 FORM NO. 553 MO

PLAINTIFF'S EXHIBIT 1

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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 the front 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 the front 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 the front. 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 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 after 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.

4. **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.

5. **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.

6. **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.

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

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.

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.

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ARSENAL CREDIT UNION
experience
EXCELLENCE

Notice of Repossession and That an Application for Repossessed Title Will Be Made

Arsenal Credit Union
Collection/Recovery Department
3780 Vogel Rd
Arnold, MO 63010
314.962.6363, Option 7

06/22/2022

PAUL S CLINE
229 APPLEWOOD DR
EDWARDS, MO 65326-2405

Loan Number: [redacted]0001

Identification of Transaction:

Note and Security Agreement dated **07/26/2021**, in the principal amount of **$34,798.86**; made by **PAUL S CLINE SANDRA K CLINE** , borrower(s) to **Arsenal Credit Union**, lender and secured party, secured by the "Collateral" described below:

Description of Collateral: **2017 FORD F150 1FTFW1EF4HFA91651**

Lender and Secured Party: **Arsenal Credit Union**
3780 Vogel Rd
Arnold, MO 63010

Notice of Repossession and That an Application for Repossessed Title Will Be Made

This notice is sent pursuant to Sections 301.215 (Motor Vehicles) or 306.435 (Outboard Motor, Motorboat, Vessel or Watercraft) RSMo.

This is to notify you as an owner or lien holder of the above-referenced Collateral, as shown by the last prior certificate of ownership to this Collateral, that Arsenal Credit Union repossessed this Collateral, and that an application for a repossessed title will be made by us after **ten days** from the date of this notice.

ATTENTION: IF YOU HAVE FILED FOR BANKRUPTCY PROTECTION, OR HAVE RECEIVED YOUR DISCHARGE IN BANKRUPTCY, THIS NOTICE IS NOT AN ATTEMPT TO COLLECT ANY DEBT AS YOUR PERSONAL LIABILITY AND SHOULD NOT BE CONSTRUED AS A DEMAND FOR PAYMENT. WE ARE SENDING THIS NOTICE TO COMPLY WITH APPLICABLE NON-BANKRUPTCY FEDERAL AND/OR STATE LAW REQUIREMENTS REGARDING DEFAULT, REPOSSESSION AND SALE OF COLLATERAL AND SHOULD NOT BE CONSTRUED AS A DEMAND FOR PAYMENT.

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PLAINTIFF'S EXHIBIT
2

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Notice of Our Plan to Sell Property
Private Sale Notice

07/05/2022

PAUL S CLINE
229 APPLEWOOD DR
EDWARDS, MO 65326-2405

Loan Number: 0001 **Account Number:** [redacted]

Identification of Transaction: Note and Security Agreement dated **07/26/2021,** in the principal amount of **$34,798.86;** made by, **PAUL S CLINE SANDRA K CLINE** borrower(s), **to Arsenal Credit Union,** lender and secured party, secured by the "Collateral" described below.

Description of Collateral: 2017 FORD F150 1FTFW1EF4HFA91651

Lender and Secured Party: Arsenal Credit Union
3780 Vogel Rd
Arnold, MO 63010

We have your Collateral, because you broke promises in our agreement.

We will sell the Collateral at a private sale sometime after 07/15/2022. 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 314.962.6363, and say or press7.

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 314.962.6363, and say or press 7 (or write us at 3780 Vogel Rd, Arnold, MO 63010, Attention: Collection Recovery Department) and request a written explanation. We will charge you $20.00 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 314.962.6363, and say or press7 (or write us at 3780 Vogel Rd, Arnold, MO 63010, Attention: Collection Recovery Department).

We are sending this notice to the following other people who have an interest inthe Collateral or who owe money under your agreement: **PAUL S CLINE SANDRA K CLINE**

Collector
Arsenal Credit Union

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. An application for a repossessed title will be made by us after ten days from the date of this notice.

ATTENTION: IF YOU HAVE FILED FOR BANKRUPTCY PROTECTION, OR HAVE RECEIVED YOUR DISCHARGE IN BANKRUPTCY, THIS NOTICE IS NOT AN ATTEMPT TO COLLECT ANY DEBT AS YOUR PERSONAL LIABILITY AND SHOULD NOT BE CONSTRUED AS A DEMAND FOR PAYMENT. WE ARE SENDING THIS NOTICE TO COMPLY WITH APPLICABLE NON-BANKRUPTCY FEDERAL AND/OR STATE LAW REQUIRMENTS REGARDING DEFAULT, REPOSSESSION AND SALE OF COLLATERAL AND SHOULD NOT BE CONSTRUED AS A DEMAND FOR PAYMENT.

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ARSENAL CREDIT UNION
experience
EXCELLENCE

Notice of Repossession and That an Application for Repossessed Title Will Be Made

Arsenal Credit Union
Collection/Recovery Department
3780 Vogel Rd
Arnold, MO 63010
314.962.6363, Option 7

06/22/2022

SANDRA K CLINE
5798 NORTH STATE HWY7
CAMDENTON, MO 65020

Loan Number: [redacted]0001

Identification of Transaction:

Note and Security Agreement dated **07/26/2021**, in the principal amount of **$34,798.86**; made by **PAUL S CLINE SANDRA K CLINE ,** borrower(s) to **Arsenal Credit Union**, lender and secured party, secured by the "Collateral" described below:

Description of Collateral: **2017 FORD F150 1FTFW1EF4HFA91651**

Lender and Secured Party: **Arsenal Credit Union**
3780 Vogel Rd
Arnold, MO 63010

Notice of Repossession and That an Application for Repossessed Title Will Be Made

This notice is sent pursuant to Sections 301.215 (Motor Vehicles) or 306.435 (Outboard Motor, Motorboat, Vessel or Watercraft) RSMo.

This is to notify you as an owner or lien holder of the above-referenced Collateral, as shown by the last prior certificate of ownership to this Collateral, that Arsenal Credit Union repossessed this Collateral, and that an application for a repossessed title will be made by us after **ten days** from the date of this notice.

ATTENTION: IF YOU HAVE FILED FOR BANKRUPTCY PROTECTION, OR HAVE RECEIVED YOUR DISCHARGE IN BANKRUPTCY, THIS NOTICE IS NOT AN ATTEMPTTO COLLECT ANY DEBT AS YOUR PERSONAL LIABILITY AND SHOULD NOT BE CONSTRUED AS A DEMAND FOR PAYMENT. WE ARE SENDING THIS NOTICE TO COMPLY WITH APPLICABLE NON-BANKRUPTCY FEDERAL AND/OR STATE LAW REQUIREMENTS REGARDING DEFAULT, REPOSSESSION AND SALE OF COLLATERAL AND SHOULD NOT BE CONSTRUED AS A DEMAND FOR PAYMENT.

Electronically Filed - CAMDEN - July 12, 2023 - 02:07 PM

Notice of Our Plan to Sell Property
Private Sale Notice

07/05/2022

SANDRA K CLINE
5798 NORTH STATE HWY7
CAMDENTON, MO 65020

Loan Number: 0001 **Account Number:** [redacted]

Identification of Transaction: Note and Security Agreement dated **07/26/2021,** in the principal amount of **$34,798.86;** made by, **PAUL S CLINE SANDRA K CLINE** borrower(s), **to Arsenal Credit Union**, lender and secured party, secured by the "Collateral" described below.

Description of Collateral: 2017 FORD F150 1FTFW1EF4HFA91651

Lender and Secured Party: Arsenal Credit Union
3780 Vogel Rd
Arnold, MO 63010

We have your Collateral, because you broke promises in our agreement.

We will sell the Collateral at a private sale sometime after 07/15/2022. 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 314.962.6363, and say or press 7.

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 314.962.6363, and say or press 7 (or write us at 3780 Vogel Rd, Arnold, MO 63010, Attention: Collection Recovery Department) and request a written explanation. We will charge you $20.00 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 314.962.6363, and say or press 7 (or write us at 3780 Vogel Rd, Arnold, MO 63010, Attention: Collection Recovery Department).

We are sending this notice to the following other people who have an interest in the Collateral or who owe money under your agreement: **PAUL S CLINE SANDRA K CLINE**

Collector
Arsenal Credit Union

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. An application for a repossessed title will be made by us after ten days from the date of this notice.

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Notice of Sale of Collateral and Explanation of Calculation of Possible Deficiency Balance Due

Arsenal Credit Union/Collection Recovery Department
3780 Vogel Road
Arnold, MO 63010
314.962.6363, Option 7

Date 10/14/2022

Name Paul Cline
Address 229 Applewood Dr
City, State Edwards, MO 65326-2405

Subject: Loan Number 01

Identification of Transaction: **Note** and Security Agreement dated 07/26/2021 in the principal amount of $34,798.86 made by Paul Cline & Sandra Cline borrower(s), to **Arsenal Credit Union**, lender and secured party, secured by the "Collateral" described below.

Description and VIN of Collateral: 2017 Ford F150 1FTFW1EF4HFA91651

Account #: [redacted]001

Because you missed a loan payment or otherwise defaulted on your loan, we repossessed the Collateral securing the loan. The above listed property was sold as follows:

☐ At public sale on the ____ day of _____, _____ at _____ o'clock a.m. or p.m., which sale was held at: _____.

X At private sale held on the 14 day of October, 2022.

The proceeds were applied to your obligation under the loan agreement identified above, resulting in the deficiency balance due of $ 10,956.72

The following is how the deficiency amount was calculated as of the 14 day of October, 2022.

PLAINTIFF'S EXHIBIT 3

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1)	**Aggregate amount of obligation secured by the collateral including, if any, a refund of unearned interest or credit service charge calculated as of** 04/02/2022 **:**	$ 32,047.14
2)	Interest on: n/a	$ 0.00
	Late Fee: n/a	$ 0.00
	Less adjustments if applicable: Backend Refund (7/20/2022)	$ 3,575.67
	Shared deposit (09/29/2022)	
3)	**Net amount due Lender prior to sale ("1" minus "2"):**	$ 28471.47
4)	**Amount of proceeds of sale before application of expenses**	$ 17,900.00
5)	**Aggregate amount due Lender after application of sale proceeds ("3" minus "4")**	$ 10,571.47
6)	**Expenses of Sale**	
	o Expense of retaking/repossession	$ 124.25
	o Expense of holding/storage	$ 0.00
	o Expense of preparing for sale (e.g. repairs to Collateral)	$ 95.00
	o Expense of sale (e.g. auctioneer's fees, advertising, title fees)	$ 166.00
	o Attorneys' fees to date (this amount may increase if the deficiency balance below is not paid on demand)	$ 0.00
	Total Expenses	$ 385.25
7)	**Total Amount of Deficiency Balance Due ("5" plus "6")**	$ 10,956.72

If the sale resulted in a deficiency balance interest will continue to accrue on that balance at the rate of $N/A per day until the loan is paid in full. In addition to interest, future debits, credits, charges, including additional credit service charges, rebates and expenses may affect the amount of the deficiency. Contact the lender for the exact figure. If you have any questions or wish additional information you may call us at 314.962.6363 and say or press 7 or write us at 3780 Vogel Road, Arnold, MO 63010.

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ARSENAL CREDIT UNION

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EXCELLENCE

Notice of Sale of Collateral and Explanation of Calculation of Possible Deficiency Balance Due

Arsenal Credit Union/Collection Recovery Department
3780 Vogel Road
Arnold, MO 63010
314.962.6363, Option 7

Date 10/14/2022

Name Sandra Cline
Address 5798 North State Hwy 7
City, State Camdenton, MO 65020

Subject: Loan Number 01

Identification of Transaction: **Note** and Security Agreement dated 07/26/2021 in the principal amount of $34,798.86 made by Paul Cline & Sandra Cline borrower(s), to **Arsenal Credit Union**, lender and secured party, secured by the "Collateral" described below.

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Account #: [redacted]0001

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