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#23502577

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

WORLD ACCEPTANCE CORPORATION OF MISSOURI D/B/A WORLD FINANCE CORPORATION	)	
Plaintiff,	)	Cause No.
vs.	)	Division No.
RICKY E PRICE	)	
SERVE AT: 7930 HIGHWAY ZZ MOUNTAIN GROVE MO 65711	)	SUIT ON CONTRACT
Defendant.	)	

PETITION

Comes now Plaintiff and for its cause of action states that:

1. It is A CORPORATION organized and existing under and by virtue of law; that Defendant is a resident of WRIGHT COUNTY, MO; that the debt sued upon arose in and Plaintiff's cause of action accrued in the State of Missouri.

2. The Defendant is indebted to Plaintiff in the sum of $1,735.00 said being the balance due on a certain written contract, dated December 22, 2016, after crediting same with all payments and set-offs. A copy of said contract is attached hereto and made a part hereof by reference. Said contract further provides that if same is placed in the hands of an attorney for collection, attorney's fees shall be paid by the Defendant.

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3. The Plaintiff has performed all of its duties and obligations under the aforesaid contract; furthermore, all conditions precedent have occurred, Defendant has breached said contract.

4. Demand for payment has been made and payment refused.

WHEREFORE, Plaintiff prays judgment against the Defendant in the sum of $1,735.00, together with post judgment interest from the date of Judgment, attorney's fees as provided for by contract, and for the costs expended herein.

GAMACHE & MYERS, P.C.

BY:_____

DAVID R. GAMACHE, 34112 davidgamache@gmcollects.com
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"THIS COMMUNICATION IS 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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VERIFICATION

I, the Affiant, of lawful age, state that my office accessed the Defense Manpower Data Center website and conducted a search of Defendant's first name, last name and social security number, and found no record of Defendant as an active duty member of the Armed Services of the United States of America, all according to the best of my information, knowledge and belief.

Executed this day 9/1, 2023.

Jeanne Dass

Subscribed and sworn to before me on 9/1, 2023

LAUREN M GLUNT
Notary Public - Notary Seal
St Louis County - State of Missouri
Commission Number 12308482
My Commission Expires Jun 24, 2024

Lauren M Glunt
NOTARY PUBLIC

My Commission expires:

"THIS COMMUNICATION IS 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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OUR FILE NUMBER [redacted]

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

AFFIDAVIT

I hereby certify and affirm that I am the _____Authorized Representative_____
(Title)
of WORLD ACCEPTANCE CORPORATION OF MISSOURI, d/b/a WORLD FINANCE CORPORATION, a Corporation duly incorporated under and existing by virtue of the laws of the State of Missouri

I further state that the claim and cause of action of the aforesaid against _RICKY E PRICE__ is in the sum of ___1735__, plus any reasonable attorneys fees allowed pursuant to contract.

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 your 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 ____15th____ day of _____March_____, 2023

_____
Signature

Printed Name of Affiant: Lex Nestor

The foregoing Affidavit sworn to and subscribed before me this __15th____ day of __March____, 2023.

My Commission Expires: 10/22/2029

Notary Public

"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."

BRITTEY JOHNSON
NOTARY PUBLIC
My Commission Expires 10/22/2029
SOUTH CAROLINA

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CONSUMER CREDIT DISCLOSURE - PROMISSORY NOTE-SECURITY AGREEMENT

Account/Contract No.:	[redacted]	Date of Note :	12/22/16
Creditor/Lender :	WORLD ACCEPTANCE CORPORATION OF MISSOURI	Borrower :	RICKY E PRICE
DBA :	WORLD FINANCE CORPORATION	Co-Borrower :	
Address :	923 N MAIN ST MOUNTAIN GROVE, MO 65711	Address :	7869 HIGHWAY ZZ NORWOOD, MO 65717

"I" and "me" means each person who signs as a Borrower. "You" and "your" means the Lender.

ANNUAL PERCENTAGE RATE (The cost of my credit as a yearly rate.)	FINANCE CHARGE (The dollar amount the credit will cost me.)	Amount Financed (The amount of credit provided to me or on my behalf.)	Total of Payments (The amount I will have paid after I have made all payments as scheduled.)
105.54 %	$ 923.50	$ 1101.50	$ 2025.00

My Payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
15	$135.00	BEGINNING 01/22/17 EVERY MONTH, WITH FINAL PAYMENT DUE 03/22/18

Security: You will have a security interest in the following described collateral PERSONAL PROPERTY - SEE EXHIBIT A.

Late Charge: If I fail to pay any payment within 15 days after its due date, I may be charged 5% of the unpaid amount of payment or $25.00, whichever is less, but not less than $10.00.

Prepayment: If I pay off early, I may be entitled to a refund of part of the finance charge and I will not have to pay a penalty.

Additional Information: See the contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

ITEMIZATION OF THE FINANCE CHARGE

Service Charge	$ 75.00
Interest Charge	$ 848.50
Effective Annual Interest Rate	98.00 %

ITEMIZATION OF THE AMOUNT FINANCED

Previous Account 10731 #		
Late Charge on Previous Account	$ .00	
Previous Balance	$ 721.00	
Less Refund	$ 178.90	
Net Balance Renewed		$ 542.10
Non-Filing Ins. Premium		$ .00
To Public Officials (Recording & Title)		$ .00
To Others at My Request		$ .00
To Others at My Request		$ .00
To Me		$ 559.40
Amount Financed		$ 1101.50

I promise to pay the Total of Payments to you, the Lender. I will make the payments at your address above. I will make the payments on the dates and in the amounts shown in the Payment Schedule. If I don't pay an entire payment within 15 days after it is due, you can charge me a late charge. The late charge will be 5% of the unpaid amount of the payment or $25.00, whichever is less but not less than $10.00. If I do not pay all I owe when the final payment becomes due or after demand for payment in full upon default or after judgment, I will pay interest on the amount that is still unpaid at the Effective Annual Interest Rate shown above. I can prepay this Note in whole or in part at any time. If I fully prepay, the amount that I owe will be reduced by the unearned interest portion of the Finance Charge computed as follows: The amount of the refund shall be at least as great a proportion of such amount of interest as the sum of the full monthly balances of the contract scheduled to follow the installment date after the date of prepayment in full bears to the sum of all the monthly balances of the contract, both sums to be determined according to the payment schedule provided by the contract (the Rule of 78s method) if the term of the loan is 61 months or less or by the actuarial method if the term is longer or the amount financed is greater than $5,000. However, if I fully prepay before the first payment is due, the refund/credit shall be the difference between the original precomputed interest and interest precomputed on the actual unpaid balance at 1/360th of the Effective Annual Interest Rate for each day from the Date of Loan to the date of full prepayment. Any partial prepayment will be applied first to accrued and unpaid interest and then to installments of principal in reverse order of their due date. I understand that, in addition to the interest portion of the Finance Charge, you will charge a non-refundable, non-proratable service charge not to exceed 10.00% of the Amount Financed and not to exceed $75.00.

I will pay you a fee for any check or draft given by me that is returned to you because of insufficient funds in my account, because my account is closed or because the check or draft is drawn on a non-existent account. The amount of the fee will be $25.00. You can add the fee to the amount I owe under this agreement or collect it separately. You may electronically debit my account for the principal amount of the check and you may generate a draft or electronically debit my account for the return check fee.

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Account/Contract No.: [redacted] Date of Note : 12/22/16

Subject to my right to a Notice of Default and Right to Cure the default, as provided by applicable Missouri law, if I do not pay on time or if your prospect of receiving payment performance or ability to realize on any collateral securing this loan is significantly impaired, you may declare the entire unpaid balance less any required rebate of unearned interest portion of the Finance Charge calculated as of the date of acceleration utilizing the same method of calculation as for prepayment, due and payable and, if this loan is secured, you may exercise all rights of a secured party allowed under the Missouri Uniform Commercial Code. If you file a lawsuit to collect this Note and use an attorney who is not a salaried employee of you, I will pay your reasonable attorney's fees, not to exceed 15% of the amount due and payable under this Note together with any court costs assessed.

SECURITY AGREEMENT: To secure payment of this loan and future loans, you grant Lender a security interest under the Missouri Uniform Commercial Code in the Security described above and as more particularly described on the attached Exhibit A, together with accessions and proceeds, and the proceeds of any insurance covering such property.

REPOSSESSION AND SALE: If you default, Secured Party may take possession of the collateral and sell it. If the sale price of the collateral exceeds the unpaid debt, you will receive the excess.
OWNERSHIP AND USE OF COLLATERAL: The collateral is free of liens and encumbrances. All accessories on any motor vehicle collateral are considered part of the vehicle. You will not sell or use the collateral illegally. Loss of or injury to the collateral shall not relieve you of your obligations to Secured Party.
SECURED PARTY'S OTHER RIGHTS: Secured Party shall have all rights and remedies under the Missouri Uniform Commerical Code. Secured Party may waive a default without waiving any future default. Secured Party may enforce its rights against your heirs and legal representatives. If more than one person signs, all will be liable. If any part of this instrument is invalid, it will not affect any other parts.
I will keep all of my promises in this document. If there is more than one Borrower, each Borrower agrees to keep all of the promises in this document, even if the other Borrowers do not. I promise that all information I gave you is true. If you don't enforce your rights every time, you can still enforce them later. Any change to this agreement has to be in writing. You can mail any notice to me at my last address in your records.

ARBITRATION: Before signing this Promissory Note, I have signed a separate Arbitration Agreement agreeing that certain disputes hereunder shall be subject to arbitration.

A SECURITY INTEREST IN THIS DOCUMENT HAS BEEN GRANTED TO WELLS FARGO BANK, N.A., AS COLLATERAL AGENT, PURSUANT TO A SECURITY AGREEMENT, PLEDGE AND INDENTURE OF TRUST.

This agreement will be governed by the Missouri Consumer Finance Act except as modified or preempted by Federal law and regulations. If any part of this agreement is unenforceable, this will not make any other part unenforceable.

BY EXECUTING THIS AGREEMENT I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT, INCLUDING ANY SECURITY AGREEMENT GIVEN IN CONNECTION WITH THIS AGREEMENT, AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS AGREEMENT, INCLUDING ANY SECURITY AGREEMENT GIVEN IN CONNECTION WITH THIS AGREEMENT AND I AUTHORIZE THE CHARGES AND DISBURSEMENTS SET FORTH ABOVE.

X _____ Loan Closed by: _____
Borrower

X _____ Witnessed by : _____
Co-Borrower

Signature below is given only to grant Lender a security interest in the property identified above and/or on the attached Exhibit A as a security for this loan:

Patty Price

If the proceeds of this loan are applied in whole or in substantial part to a purchase of goods or services from a Seller who referred the customer to the lender, then the following is applicable:

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.

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