020523-#

23SB-AC00090

Electronically Filed - SHELBY - November 22, 2023 - 11:32 AM

TOWER LOAN.

BMO Harris Bank N.A.
Chicago, Illinois
2-28/710

WARNING: THIS IS A SOLICITATION FOR A LOAN. READ THE ENCLOSED DISCLOSURES BEFORE SIGNING THIS AGREEMENT. THE CASHING OF THIS CHECK WILL ENROLL YOU IN A PROGRAM OR A LOAN, OR WILL CAUSE YOU TO BE BOUND TO REPAY THE LOAN OR PURCHASE GOODS OR SERVICES WHICH MAY COST YOU ADDITIONAL MONEY, INCLUDING FINANCE CHARGES. *PROPER ENDORSEMENT REQUIRED. NON-TRANSFERABLE.*

Check No. 0001135119
Date: 11/02/2021
Expires: 12/08/2021
020523

$2,503.93

Two Thousand Five Hundred and Three Dollars and 93/100s

45291 002-01-005 P:18 T:1103 259635 1 AV 0426

Pay to the order of:
Nicholas Drebenstedt
821 N Spring St
Palmyra, MO 63461-1045

⑈0001135119⑈ ⑆071000288⑆ ⑈0004251542⑈

Enjoy the Holiday Season with Extra Cash!

Dear Nicholas Drebenstedt,

If your everyday expenses seem to keep adding up, Tower Loan can help! We are here to help you with the extra money you need for the holidays!

You have been pre-approved to receive the attached loan check made out in your name. This is a real check and can be cashed anywhere you would normally cash a check!

Just cash the attached check prior to 12/08/2021 and your loan will be automatically activated.*

If you need even more cash, please feel free to call us at 573-221-5339. We hope you will enjoy your CASH!

If this guaranteed check isn't the loan you want, apply online now to receive additional funds on our BRAND NEW online loan system.**

Best Regards,

200736

Francis C. Lee, CEO
Tower Loan

FREE LOOK
PAY OFF THIS LOAN IN 30 DAYS IF YOU DON'T LIKE THE LOAN AND WE WON'T CHARGE ANY INTEREST

**This is an invitation to apply and is not guaranteed like the live check or certificate we sent you.

Visit our website today to enroll in monthly eStatements at no charge!

In addition to your other payment options, you can visit www.towerloan.com to make online payments. Online payment processing is through a vendor not affiliated with Tower Loan and will, subject to state law, result in a convenience fee being assessed by the third party vendor for the use of this payment method option.

***P.S. This check is real and can be cashed anywhere right now!** Read carefully the enclosed disclosure statement, promissory note and arbitration provision and keep them for your records. If you do not want this loan, **void** and **destroy** the attached check. By cashing the check, you accept full responsibility for all obligations enclosed with this letter. If you would prefer not to receive future live check loans by mail from us, please call 573-221-5339.

You can choose to stop receiving "prescreened" offers of credit from this and other companies by calling toll-free 1-888-567-8688 or 1-888-5OPT OUT. See Prescreen & Opt-Out Notice on other side for more information about prescreened offers.

Disclosure Statement

FEDERAL TRUTH-IN-LENDING DISCLOSURES

1 ANNUAL PERCENTAGE RATE	2 FINANCE CHARGE	3 Amount Financed	4 Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
36.99%	$661.07	$2,503.93	$3,165.00

Payment Schedule: 15 monthly payments of $211.00 each, beginning 30 days from the date of loan and on the same day of each succeeding month until paid in full.
Security: This loan is unsecured.
Late charge: If you fail to make a scheduled payment more than 15 days after its due date, you will be charged the greater of $15.00 or 5% of the payment, not to exceed $50.00 (or $5.00 if the delinquent payment is less than $25.00).
Prepayment: If you pay off early, you will not have to pay a penalty and you may be entitled to a refund of part of the finance charge. See accompanying Consumer Promissory Note for additional information about nonpayment, default, and prepayment refunds and penalties.

Itemization of Amount Financed

Amount paid to me directly:	$2,503.93
Origination Fee:	$100.00
Amounts paid to others on my behalf:	$0.00
Amount credited to my account:	$0.00
Prepaid Finance Charge (Origination Fee):	($100.00)

EXHIBIT A

This Agreement consists of 3 pages, please review all pages for Additional Disclosures that are incorporated herein.

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BY ENDORSING THIS INSTRUMENT YOU AGREE TO REPAY THIS LOAN ACCORDING TO THE TERMS OF THE CONSUMER PROMISSORY NOTE AND DISCLOSURE STATEMENT ACCOMPANYING THIS CHECK, WHICH YOU ACKNOWLEDGE RECEIVING AND WHICH PROVIDES YOU WITH ADDITIONAL CONTRACT TERMS IN CONNECTION WITH THIS LOAN TRANSACTION, INCLUDING AN ARBITRATION AGREEMENT.

Borrower's Signature _____ Date _____

Borrower's Phone _____

ENDORSEMENT OF PAYEE REQUIRED

LENDER:
Tower Loan of Missouri LLC D/B/A
Tower Loan of Hannibal
#14 Northport Plaza
Hannibal, MO 63401

BORROWER(S):
Nicholas Drebenstedt
821 N Spring St
Palmyra, MO 63461-1045

PRESCREEN & OPT-OUT NOTICE

This "prescreened" offer of credit is based on information in your credit report indicating that you meet certain criteria. This offer is not guaranteed if you do not meet our criteria. If you do not want to receive prescreened offers of credit from this and other companies, call TransUnion at 1-888-567-8688 or visit the website at www.optoutprescreen.com; or write TransUnion Opt Out Request PO Box 505, Woodlyn, PA 19094-0505. You can also contact Equifax by calling 1-888-5OPT OUT; or write Equifax Options PO Box 740123, Atlanta, GA 30374-0123.

CONSUMER PROMISSORY NOTE

Date of Loan Date check is cashed Total of Payments: $3,165.00 (Amount of Note) State Principal Amount of Loan: $2,603.93 State Contract Rate 30.53%

PARTIES: "Borrower" means each of the Borrowers named above, each of whom is sometimes also referred to herein as "you"; and "Lender" means the Lender named above, who is sometimes also referred to herein as "us" or "we".

PROMISSORY NOTE: For value received, Borrower promises to pay to the order of Lender the "Total of Payments" set forth hereinabove in 15 equal and consecutive monthly payments beginning on the date 30 days from the date of the loan and continuing on the same date of each succeeding month thereafter until, unless otherwise extended or deferred pursuant to the Missouri Consumer Loan Act, paid in full. After maturity, Borrower will pay Lendor interest at the rate for which it was originally contracted. Borrower, and any endorsers, guarantors, and sureties of the indebtedness, hereby waives presentment of this Note for payment, demand, notice of nonpayment and protest, without notice thereof. Any extension, renewal or other indulgences by Lender shall not release Borrower.

PREPAYMENT REFUND: If Borrower pays the entire loan balance (i.e. Total of Payments), with interest and accrued charges and fees, if any, in full (by cash, renewal or otherwise) one month or more before the final installment due date, Lender shall pay Borrower a refund of unearned finance charges, excluding any origination fee, as follows: (i) if the term of the loan is sixty-one months or less and the Total of Payments is $5,000.00 or less, the refund shall be computed according to the Rule of 78s, or (ii) if the loan term is more than sixty-one months or the total of Payments is more than $5,000, the refund shall be computed according to the actuarial method. The origination fee (if any) is fully earned, not considered a finance charge and is not subject to rebate upon prepayment or acceleration of this Note.

LATE CHARGE: In the event any installment shall not be paid in full within 15 days after its scheduled or deferred due date, Borrower agrees to pay 5% of the unpaid amount of the payment or $15.00 whichever is greater, but borrower shall not pay more than $50.00 on any one scheduled payment or more than $5.00 if the scheduled payment is for $25.00 or less.

DEFAULT: Borrower commits an event of default when: (i) Borrower does not pay any payment of any indebtedness in full when due, or (ii) Borrower, or any guarantor or surety, commits an event of default under any other note, mortgage, pledge, security agreement or guaranty evidencing or securing the indebtedness or any other obligations Borrower owes to Lender (collectively, "Other Loan Documents").

REMEDIES: Upon an event of default, Lender may, at its sole discretion, take one or more of the following actions after providing notice, if required, to Borrower, of the twenty (20) day right to cure pursuant to MO Rev. 408.555-1: (i) bring suit for the delinquent payments, (ii) accelerate and declare due the remaining balance of the indebtedness due and payable (but in such event, upon receiving full payment Lender shall rebate the unearned finance charge on the date of payment by using the method described in Prepayment Refund above), (iii) declare any mortgage, lien, security interest securing the indebtedness or any other debt owed by Borrower to Lender to be in default, and Borrower agrees that an event of default hereunder shall also constitute an event of default under all Other Loan Documents, and/or (iv) exercise any other remedy provided for herein or under applicable law. Collateral securing other loans Borrower has with Lender also may secure this loan. The rights and remedies of Lender hereunder are cumulative, may be exercised singly or concurrently, and are in addition to any rights and remedies of Lender under applicable law.

COLLECTION COSTS: Lender may hire or pay an attorney to help collect the Note if Debtor does not pay or if Debtor files bankruptcy. Debtor agrees to reimburse Lender for these costs. This includes, subject to limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to lift, modify, or vacate any automatic stay or injunction), for defending against unsuccessful counterclaims, and appeals.

TIME: It is essential that you make your payments on time and keep all your promises under this Note.

JOINT AND SEVERAL: If the check is payable to more than one Borrower, you each agree to be liable to Lendor jointly and severally. We may require that any one of you pay the whole loan without asking anyone else to pay. We may sue any one or more of you without giving up any of our rights against the others. This Note also is binding upon your heirs and personal representatives in probate and upon anyone who succeeds you in any other way.

GOVERNING LAW: The construction, validity, and enforcement of this Loan Agreement shall be governed by the laws of the State of Missouri, without regard to the principles of conflicts of laws.

ARBITRATION: READ THIS ARBITRATION AGREEMENT CAREFULLY. This arbitration agreement limits your rights to use the Courts. By cashing the check related to this loan, Borrower agrees to this arbitration agreement. "Borrower" means any and all persons endorsing this check. "Lender" means the Lender named above. Arbitration is a method of resolving disputes between parties without going to court. Borrower and Lender agree that if there are any disputes between them, those disputes will be resolved by arbitration. Any party may require the dispute or claim to be submitted to an arbitrator in accordance with this provision. The arbitrator's decision will be final and binding on all parties. The parties agree that the funds loaned to Borrower were transactions in interstate commerce, that this loan involves interstate commerce, and that the Federal Arbitration Act applies to this transaction. Borrower and Lender understand that under this arbitration agreement, they lose their right to a jury trial, their pretrial discovery is more limited, the dispute shall be heard and decided by someone who may not be a judge, the arbitrator is not required to state the reasons for his decision, and the right of appeal is very limited. Borrower and Lender agree they shall arbitrate all disputes between them on the following terms: (1) This arbitration agreement applies to all claims and disputes between Borrower and Lender. The Arbitrator shall have the power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope, or validity of the arbitration agreement, or to the arbitrability of any claim or counterclaim. This includes, but is not limited to, all claims and disputes arising out of, in connection with, or relating to: • The loan Borrower is obtaining from Lender today and any other loans or retail installment contracts with Lender; • Any insurance purchased in connection with this loan or any previous loan or retail installment sales contract; • Any auto club membership or other product or service purchased in connection with this loan; • Whether the claim or dispute must be arbitrated; • The validity of this arbitration agreement; • Any negotiations or discussions between us; • All claims or disputes based upon Federal or State laws or regulations; • Class action types of claims and consolidated claims; • Claims or disputes involving or alleging breach of contract, fraud or misrepresentation (including fraud in the inducement), breach of fiduciary duty, breach of duty of good faith and/or fair dealing, negligence, torts, bad faith, and demands for punitive damages or attorneys fees; (2) This arbitration provision or agreement also applies to all disputes and claims between Borrower and Lender, Lender's agents, employees, affiliated corporations and the employees or agents of these affiliated companies. Some of our affiliated companies include American Federated Insurance Company, American Federated Life Insurance Company, First Tower Loan LLC, Tower Loan of Mississippi LLC, Gulfco of Mississippi LLC, Gulfco of Alabama LLC, Gulfco of Louisiana LLC, Tower Loan of Missouri LLC, Tower Loan of Illinois LLC, First Tower LLC and Tower Loan of Texas LLC. The foregoing are separate companies that also are affiliated corporations; (3) Arbitration shall be started by either party giving written notice to the other of his, her, or its demand for arbitration, which shall briefly state the nature of the dispute, the amount involved, and the relief sought. The other party shall have thirty (30) days from receipt of the notice to deliver an answering statement to the party requesting arbitration. No filing fee or other charge is necessary to start the arbitration; (4) The dispute shall be heard by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties. If a party fails to deliver a timely answering statement, then the party requesting arbitration shall select a neutral, disinterested arbitrator who shall decide the matter. If an answering statement is filed and the parties cannot agree upon the arbitrator, then the provisions of the Federal Arbitration Act (9 U.S.C. §5), shall apply. Lender shall pay the arbitrator's fees and expenses for the first two days of hearings. In his decision or award, the arbitrator shall direct the parties to pay his or her fees and other costs according to the relative fault of the parties; (5) The arbitration shall be held in Laclede County, Missouri, unless the Borrower requests in the demand for arbitration or the answering statement the arbitration be held in his, her, or its county of residence or principal place of business; (6) Except as they conflict with this arbitration provision, all arbitrations under this provision shall follow the procedures set forth in the provisions of the Federal Arbitration Act, which are incorporated by reference; (7) This arbitration provision or agreement applies even if Borrower's loan(s) have been paid in full, have been charged off or discharged in bankruptcy. This agreement is also binding upon the successors, assigns and representatives of the parties; (8) The Parties are not required to initiate arbitration proceedings for matters of $10,000 or less (inclusive of attorneys fees and costs). Lender is not required to initiate arbitration before repossessing or foreclosing upon collateral. However, and notwithstanding the foregoing, disputes arising out of or relating to foreclosure or repossession of collateral shall be arbitrated; (9) If either party files a lawsuit involving a dispute covered by this agreement, the other party can have the suit stayed and the plaintiff shall be required to arbitrate under this provision. If either party files a lawsuit for any of the matters not covered by this provision (as stated in item 8 above) and the other party files a counterclaim, then within thirty (30) days of the counterclaim, either party may demand arbitration. In such event all disputes, causes of action, and claims in both the complaint and the counterclaim shall be heard and decided by the arbitrator according to this agreement. (10) Borrower and Lender hereby waive their right to a jury trial in all legal proceedings between them including any lawsuits, arbitrations or other hearings; (11) Borrower and Lender agree that no class action arbitration shall be allowed by this Agreement and that arbitration proceedings between them shall not be combined or consolidated with any disputes or proceedings with other borrowers; (12) Once the arbitrator has rendered a decision, either Borrower or Lender may file a lawsuit or other legal proceeding to enforce the decision or to obtain a judgment granting the relief awarded by the arbitrator; (13) This agreement does not affect or extend any applicable statutes of limitation.

ASSIGNMENT: We may assign or transfer this Note or any of our rights hereunder. Your obligation under this Note cannot be assigned to a third party without our prior written consent.

NO INSURANCE: No insurance is being offered or sold in connection with this loan. Borrower recognizes and agrees that any insurance policy(s) (including credit life, accident or property) Borrower may have purchased or may in the future purchase in connection with another loan(s) with Lender or its affiliates will not pay this Note or otherwise benefit Borrower with respect to this loan.

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. FOR ADDITIONAL DISCLOSURES APPLICABLE TO THIS LOAN, SEE THE ACCOMPANYING DISCLOSURE STATEMENT, WHICH IS HEREBY INCORPORATED HEREIN IN ITS ENTIRETY.

PRIOR TO SIGNING THE BACK OF THE CHECK, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS CONSUMER PROMISSORY NOTE AND THE ACCOMPANYING DISCLOSURE STATEMENT.

A SECURITY INTEREST IN THIS DOCUMENT HAS BEEN GRANTED TO BMO HARRIS BANK N.A., AS AGENT, UNDER A SECURITY AGREEMENT.

This Agreement consists of 3 pages, please review all pages for Additional Disclosures that are incorporated herein.

EXHIBIT A'

Not an Official Court Document

020523

EXHIBIT A2

TOWER LOAN®

BMO Harris Bank N.A.
Chicago, Illinois
2-28/710

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Nicholas Drebenstedt
821 N Spring St
Palmyra, MO 63461-1045

⑈0001135119⑈ ⑆071000288⑆ ⑈0004251542⑈

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Borrower's Signature — Date 11/06/21

Borrower's Phone

ENDORSEMENT OF PAYEE REQUIRED

Not an Official Court Document

Electronically Filed - SHELBY - November 22, 2023 - 11:32 AM

Tower Loan Refund/Payoff 020523- Printed at 8/17/2023 3:44:43 PM

Acct#		DREBENSTEDT, NICHOLAS	
Refund Date	8/17/2023	Account Type	L
Payoff Code	CLD		
		Beginning Balance	3,165.00
Finance Charge Refund	0.00	Includes Penalty of	0.00
GAP Ins Tower Portion	0.00		
Credit Life Refund	0.00		
IUI Insurance Refund	0.00		
A & H Insurance Refund	0.00	Balance After Refunds	3,165.00
Deferral Charge Refund	0.00	Late Charges Owed	210.00
		Returned Item Owed	0.00
Property Insurance Refund	0.00	Interest Owed	0.00
Real Estate Insurance Refund	0.00	Escrow Owed	0.00
		Court Cost Owed	0.00
		Other Legal Cost Owed	0.00
		Repo Owed	0.00
Auto Insurance Refund	0.00	Deficit Owed	0.00
GAP Ins Co Refund	0.00	Total to Payoff	3,375.00
GAP Dlr Portion Refund	0.00		

Not an Official Court Document

EXHIBIT B

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