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23PU-CV01523

Date of Contract: 7/16/2022

RETAIL INSTALLMENT CONTRACT SECURITY AND DISCLOSURE AGREEMENT

BUYER			
LAST NAME: Ratliff	FIRST: Nathan	INITIAL: L	ACCOUNT NUMBER
LAST NAME	FIRST	INITIAL	
STREET ADDRESS: 16711 Hunters Ridge APT F			
CITY: Saint Robert	STATE: MO	ZIP: 65584	

SELLER		
NAME: LYNCHS FURNITURE AND APPL	SALESMAN	
STREET ADDRESS: 248 OLD RT 66		
CITY: ST. ROBERT	STATE: MO	ZIP: 65584

FEDERAL TRUTH IN LENDING DISCLOSURE STATEMENT

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 downpayment of $ 0.00.
17.99 %	$ 579.04	$ 2,922.08	$ 3,501.12	$ 3,501.12

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
24	145.88	Monthly Beginning 08/15/2022 *

Security: You are giving a security interest in the goods or property being purchased.
Prepayment: If you pay off early, you may be entitled to a refund of part of the finance charge.
Late Charge: If a payment is 10 days or more late, you will be charged $10.00 (or $5.00 if the delinquent installment is less than $25.00.)

See your contract documents for any additional information about nonpayment, default, the right to accelerate the maturity of the maturity obligation and prepayment rebates and penalties.

*Estimate, subject to delivery

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price (including sales tax)		$ 2,922.08
2. Cash Downpayment	$ 0.00	
Total Downpayment	$ 0.00	
3. Amount Paid to Others on Your Behalf		
a. To Your Prior Account No. N/A	$ 0.00	
b. N/A	$ 0.00	
Total Paid to Others on Your Behalf	$ 0.00	
4. Unpaid Balance (1-2+3)		$ 2,922.08
5. Amount Financed (4)		$ 2,922.08

DESCRIPTION OF GOODS OR SERVICES (collectively, the "GOODS")
Furniture
SEE ATTACHED INVOICE

INSTALLMENT SALES CONTRACT AND SECURITY AGREEMENT

PARTIES: "Buyer" means all Buyers signing this contract whether one or more, "Seller", means the Seller signing this contract and any successors and assigns thereof, including without limitation any creditor that purchases this contract.
NOTE: For value received, pursuant to the terms and conditions hereof (including those on the additional pages of this contract), Buyer purchases the Goods described above and agrees to pay to the order of Seller or Seller's assignee, at the office of the holder of this contract, the Total of Payments according to the schedule of payments set out above. If there is more than one Buyer, each agrees that they are jointly and severally liable for payment of the Goods described above.
DEFAULT: Buyer shall be in default hereunder when: (1) The borrower fails to make a payment as required by agreement; or (2) The lender's prospect of payment, performance, or ability to realize upon the collateral is significantly impaired. RSMO §408.552.
REMEDIES: Upon default, and if required, after providing notice to buyer of the twenty (20) day right to cure pursuant to RSMO§408.554-555, Seller may (i) declare the entire unpaid balance immediately due and payable, at the option of the holder hereof, and (ii) cause all or any part of the Goods to be seized and sold under nonjudicial foreclosure or sale, or executory or other legal process issued by any court of competent jurisdiction, with or without appraisement, at the option of the holder, to the highest bidder for cash. Seller may hire or pay an attorney to help collect the Note or recover its collateral if Buyer does not pay or if Buyer files bankruptcy. Buyer will reimburse Seller for these costs. This includes, subject to limits under applicable law, Seller's attorneys' fees and Seller'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), and appeals.
LATE CHARGE: If a payment is 10 days or more late, you will be charged $10.00 (or $5.00 if the delinquent installment is less than $25.00).
SEVERABILITY: The illegality or unenforceability of any provision of this Promissory Note and Security Agreement or any instrument or agreement entered into in connection herewith including, without limitation, the Arbitration Agreement, shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Promissory Note and Security Agreement, the Arbitration Agreement or any other instrument or agreement entered into in connection herewith.

TITLE: In consideration of extension of credit by the Seller or its Assignee and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned (whether one or more) has granted, and by these presents does hereby grant unto Seller a purchase money security interest pursuant to Article 9 of the Uniform Commercial Code, in the Goods and any and all additions and accessories thereto and proceeds and products thereof to secure the payment in performance of Buyer's obligations hereunder.
CREDITORS: If Tower Loan of Missouri LLC, ("Tower"), P.O. Box 320001, Flowood, MS 39232, buys this contract, then all disclosures are made jointly by Seller and Tower.
NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE BUYER COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE BUYER SHALL NOT EXCEED AMOUNTS PAID BY THE BUYER HEREUNDER.
REFUND FOR REPAYMENT IN FULL: If the Total of Payments is paid in full before the final payment, Buyer may receive a Partial Refund of the unearned finance charge based upon the actuarial method.
CREDIT REPORTING: 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. You agree and hereby authorize us to obtain credit reports on you, both now, and at any time any portion of the debt remains owed to us. You specifically acknowledge and agree that we may disclose any default by you under this Note, along with any other relevant information, to credit reporting bureaus.
CONVENIENCE FEE: You agree and authorize that if you make a loan payment through the use of a telephone or electronically through the internet, and where allowed by law, a fee will be charged by a third party vendor, which may vary depending upon the amount of the payment made and will be in addition to the payment made at the time of payment.

FINANCE CHARGE REFUND OPTION (Dealer checks one if applicable) [ ] 90 days [ ] 180 days [X] 365 days [ ] 730 days.

If one of the boxes above are checked, then the following additional terms apply: If Buyer pays the entire Amount Financed set forth above and any late fees within the number of days shown in the box checked above (the "Option Period"), Seller shall refund to Buyer all finance charges paid by Buyer. During the Option Period, Buyer must timely make all scheduled payments, and failure to do so is a default under this contract. In addition to all other remedies available to Seller upon Buyer's default, if, during the Option Period, Buyer fails to make any scheduled payment within thirty (30) days after its scheduled due date, the finance charge refund option shall automatically terminate, and Seller shall have no obligation to refund any finance charges to Buyer under such option. **The Option Period starts on the date the contract is signed.**

THIS DOCUMENT CONSIST OF 3 PAGES AND CONTAINS ADDITIONAL TERMS AND CONDITIONS FOR WHICH YOU ARE RESPONSIBLE.

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CONSENT TO RECEIVE COMMUNICATIONS: You expressly consent and agree that we and any of our agents, third-party services, service providers or assignees (hereinafter "Lender") may call you, using an automatic telephone dialing system or otherwise, leave you a voice, prerecorded, automated or artificial voice message, or send you a text or e-mail for any purpose, including, but not limited to, 1) related to the servicing or collection of any loan that you have with us, 2) for information purposes related to your loan(s) or 3) for solicitation, advertising or purchasing of any property, goods or services (each a "Communication"). You agree that for any Communication Lender may call or text you at any telephone number provided to Lender by you or anyone associated with you or acting on your behalf including, but not limited to, phone numbers and cell phone numbers associated with your loan provided to Lender now or in the future. Further Lender may send an e-mail to any email address that you provide to us now or in the future. You agree and acknowledge that these Communications aren't unsolicited for purposes of any state or federal law and that your service provider may charge you for such Communications. Additionally, you agree that Lender may always communicate with you in any manner permissible by law, including for purposes of debt collection. You understand that your consent to receive advertisement or telemarketing emails, texts and calls is voluntary, revocable by you, and is not required as a condition of your obtaining this loan. If you do not want to receive text messages about your loan sent using an automatic telephone dialing system, you can withdraw consent by following the opt-out procedures in the text message.

ENTIRE AGREEMENT: This agreement constitutes the entire agreement between the parties. No amendment, modification or waiver of any provision shall be valid unless in writing and signed by both parties.

Buyer shall keep the Goods free from any adverse lien, security interest, or encumbrance and in good order and repair. Buyer shall not use the Goods in violation of any law, and Buyer shall not sell or transfer the Goods without the written consent of Seller. Said Goods will be located and situated at the residence of Buyer(s) as shown above, unless otherwise state herein NOT APPLICABLE and shall not be removed from the premises, nor in any way disposed of without the written consent of the Seller. The undersigned further covenant and agree to keep the Goods fully insured against loss by fire, theft and collision or other casualty (as applicable) loss, if any, payable to Seller as his interest may appear. Buyer shall pay promptly when due all taxes and assessments upon the Goods. Seller may inspect the Goods at any time, wherever located. At its option, Seller may discharge taxes liens, security interest, and other encumbrances on the Goods, may pay for the insurance coverage on the Goods and may pay for the maintenance and preservation of the Goods. Buyer shall reimburse Seller on demand for any such payments made by Seller, and Seller shall be entitled to interest on such payments at 12% per annum.

NOTICE TO THE BUYER
(1) DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES.
(2) YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN.
(3) UNDER THE LAW YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND UNDER CERTAIN CIRCUMSTANCES TO OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE.

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 WE MAY LATER AGREE IN WRITING TO MODIFY IT.

BUYER ACKNOWLEDGES THAT THIS CONTRACT CONTAINED NO BLANK SPACES WHEN SIGNED AND THAT HE OR SHE HAS RECEIVED A SIGNED COPY.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Witness	Buyer
Lynch's Furniture Seller	Buyer

A SECURITY INTEREST IN THIS DOCUMENT HAS BEEN GRANTED TO BMO HARRIS BANK N.A., AS AGENT, UNDER A SECURITY AGREEMENT.
Buyer has read and understands all of the additional terms continued on all of the pages hereof and agrees that they are part hereof as if set forth at this point.
This agreement consist of 3 pages.

ARBITATION: READ THIS ARBITRATION AGREEMENT CAREFULLY. This arbitration agreement limits your rights to use the Courts. By signing this retail installment contract, Buyer agrees to this arbitration agreement. "Buyer" means any and all persons signing this retail installment contract. "Seller" means the Seller named on the additional pages of this retail installment contract and any successors and assigns thereof, including without limitation any creditor that purchases this contract. Arbitration is a method of resolving disputes between parties without going to court. Buyer and Seller 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 Buyer were transactions in interstate commerce, that this retail installment contract involves interstate commerce, and that the Federal Arbitration Act applies to this transaction. Buyer and Seller 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. Buyer and Seller agree they shall arbitrate all disputes between them on the following terms: (1) This arbitration agreement applies to all claims and disputes between Buyer and Seller. 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 or 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 retail installment contract Buyer is obtaining from Seller today and any other loans or retail installment contracts with Seller; Any insurance purchased in connection with this retail installment contract or any previous loan or retail installment contract; Any auto club membership or other product or service purchased in connection with this retail installment contract; 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 attorney's fees; (2) This arbitration provision or agreement also applies to all disputes and claims between Buyer and Seller, Seller's agents, employees, affiliated companies 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 Atabama LLC, Gulfco of Louisiana LLC, Tower Loan of Illinois LLC, Tower Loan of Texas LLC and First Tower LLC. The foregoing are separate companies that also are affiliated; (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. Seller 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 Buyer 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 Buyer's retail installment contract(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 attorney's fees and costs). Seller 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) Subject to paragraph (8), 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) Buyer and Seller hereby waive their right to a jury trial in all legal proceedings between them including any lawsuits, arbitrations or other hearings; (11) Buyer and Seller 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 Buyers; (12) Once the arbitrator has rendered a decision, either Buyer or Seller may file a lawsuit or other legal proceeding to enforce the decision or to obtain a judgment granting the relief awarded by the arbitrator; Except for the foregoing, the arbitration award is not subject to judicial review. (13) This agreement does not affect or extend any applicable statutes of limitation

EXHIBIT
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ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers to TOWER LOAN OF MISSOURI LLC (The Assignee herein), its successors or assigns, the above contract, all monies due or to become due, and in and to the property described herein and all rights and remedies under said contract, including the right to collect all installments due thereunder and the right (either in its own name or in dealer's name) to take all such proceedings, legal or otherwise, as Seller might have taken save for this Assignment. To induce the Assignee to purchase this contract, the Seller unconditionally guarantees and Warrants to it as follows: (1) That no legal or equitable defenses exist against this contract; (2) That the Seller has fully complied with all federal, state and local laws and regulations regarding this contract, including, without limitation, any regulations of the Federal Reserve Board on consumer credit, the Gramm Leach Bliley Act and the USA Patriot Act; (3) That all disclosures and representations made on or in this contract are true and correct as shown; (4) That this contract and the signatures shown thereon are genuine; (5) That the Buyer was fully competent and of legal age of majority under the existing laws of the state of residence of Buyer to execute this contract; (6) That the Seller had a good and merchantable fee simple title to the Goods at the time of the execution of this sale and that said contract provides a primary lien on the Goods described above as security for the unpaid balance due on the purchase price thereof which is prior and superior to any claim on the date of this contract; (7) The Goods and/or services furnished to Buyer are free from defects which Buyer can either claim against Assignee or raise as a defense to any suit by Assignee pursuant to 16 C.F.R. part 433; (8) That the note and security agreement was given in a bona fide transaction for goods furnished and/or services rendered; (9) That the credit information listed herein represents actual statements made by the Buyer of merchandise involved and that the terms listed herein are true and correct statements of the terms under which said merchandise was sold to the Buyer; (10) That the balance due on said account as shown herein is the true and correct amount due from Buyer and such amount is not now disputed by Buyer; (11) That the written instruments, if any, evidencing or securing said account receivable contain the entire contract between the undersigned and the buyer and there is no special or side arrangement for rebate, extension of payment, or other concession affecting said account; (12) That no legal action has been commenced by the undersigned to collect said account receivable.

If Buyer brings any claim or legal action against Assignee, whether by arbitration, direct suit, counterclaim, or otherwise claiming any defect, deficiency in the Goods, and/or services covered by this contract, based upon fraud or Seller's failure to comply with applicable law, Seller shall indemnify and hold Assignee harmless against any such suit, damages, attorneys fees, and expenses arising therefrom, and pay any and all costs and all attorneys fees incurred by Assignee in defending said claim.

If Assignee renews, extends, or changes due date of contract, the undersigned shall continue to be responsible on all agreements in this assignment. If any of the foregoing warranties are breached, or if any of the representations be untrue, then the undersigned will upon demand repurchase the contract from Assignee and pay it in cash in an amount equal to the entire unpaid balance on said contract with accrued interest and costs. If Assignee seeks the services of an attorney to enforce the provisions of this Assignment, including any action based upon breach of the foregoing warranties, then the Seller shall pay all costs of court and all attorneys fees incurred by Assignee.

WITNESS our signatures this the 16 day of July 2022

Seller

Lynch's Furniture

By

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EXHIBIT

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Tower Loan Refund/Payoff 020515 Printed at 8/23/2023 6:01:43 PM

Acct#		RATLIFF, NATHAN L	
Refund Date	8/23/2023	Account Type S	
Payoff Code	CLD		
		Beginning Balance	2,042.32
Finance Charge Refund	122.14	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	1,920.18
Deferral Charge Refund	0.00	Late Charges Owed	10.00
		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	1,930.18
GAP Dlr Portion Refund	0.00		

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EXHIBIT D