Electronically Filed - BOONE - July 11, 2023 - 01:03 PM

IN THE ASSOCIATE CIRCUIT COURT OF BOONE COUNTY
STATE OF MISSOURI

Tower Loan of Missouri, LLC **d/b/a Tower Loan of Columbia** **Plaintiff** **V** **Emily Sweeney** **2801 W Broadway Apt P4** **Columbia, MO 65203** **Defendant**	))))))))))))	**Case Num:**

PETITION PURSUANT TO CHAPTER 517

ON NOTE

COMES NOW, Plaintiff, Tower Loan of Missouri, LLC by and through its attorney and for its cause of action alleges as follows:

1. That the Plaintiff, Tower Loan of Missouri, LLC is a Mississippi Corporation and is duly organized and authorized to do business in the State of Missouri and is doing business in BOONE County, State of Missouri.

2. Defendant, Emily Sweeney is a resident of the City of Columbia, County of BOONE, State of Missouri.

3. Plaintiff states that the Defendant, whether single or plural, is indebted to the Plaintiff on an agreement dated 5/28/2021, signed by the Defendant, Emily Sweeney which calls for the payment of $2,620.99, plus accrued interest, late fees and finance charges. This agreement is attached hereto, marked Exhibit "A" and made a part of this petition by reference.

4. Said contract provided for interest on the sum of the amount financed pursuant to said contract at the rate of 23.99000 per annum; and further provides that if said agreement is placed in the hands of an attorney for collections, reasonable attorneys fees, not to exceed 15% of the amount due and owing as well as court costs are due.

5. The Affidavit of a duly authorized officer of the Plaintiff is attached hereto as prescribed by law in original form and its terms are made a part hereof as if more fully set out herein. Said affidavit verifies Exhibit A and the amounts due pursuant to 517.132RSMo.

Electronically Filed - BOONE - July 11, 2023 - 01:03 PM

6. Interest shall accrue on any judgment herein under the mandatory provisions of 408.040 RSMo at the contract rate of 23.99000.

7. Plaintiff states that after applying all offsets, plus credits due Defendant, Emily Sweeney, there is still a balance of $1,951.01 due on said note; as of 5/23/2023, plus late charges and finance charges. See Exhibit B

8. Pre-judgement interest shall accrue, pursuant to 408.175 RSMo, from the installment date following 5/23/2023 to the date of judgment.

9. Plaintiff states that demand for payment has often been made and payment refused. Defendant has failed to perform the obligations of said contract and is therefore in breach of said contract.

WHEREFORE the Plaintiff request to recover from the Defendant(s), as an individual and if more than one defendant, jointly and severally the sum of $1,951.01 together with late fees, finance charges and accrued interest at the rate of 23.99000 per annum, pursuant to 408.175 RSMo, from the installment date following 5/23/2023 to the date of judgment, 15% of the amount due and owing as and for reasonable attorney fees, for costs herein expended and for Post Judgment Interest at the rate of 23.99000 per annum as provided for in 408.040 RSMo.

By leave of court
Exhibits "A & B" withdrawn
And a copy attached hereto.

Schwartzkopf Law Office, P. C.

Kim G. Schwartzkopf #32460
Attorney at Law
2600 Forum Blvd. Ste A
Columbia, Mo 65203
Tele # 573-234-1214
Fax # 833-411-5738
Kim@SchwartzkopfLaw.com

Attorney for the Plaintiff