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4. Because self-help repossession is done without judicial authorization or oversight, the UCC requires secured creditors like Fort to adhere strictly to the statutory requirements including the notice requirements. Failure to provide proper notice of disposition of repossessed consumer goods and failure to provide a proper deficiency notice are violations of the UCC that yield uniform statutory minimum damages for Plaintiff and the Classes he seeks to represent.

II. PARTIES

5. Guyse is a consumer borrower who resides in Allen County, Indiana.
6. Fort is a credit union having its principal place of business in Fort Wayne, Allen County, Indiana.

III. JURISDICTION AND VENUE

7. This Court has jurisdiction over Fort pursuant to Ind. Trial Rule 4.4 because Fort is authorized to do business in and transacts business here. Under Ind. Trial Rule 75, preferred venue is Allen County.

IV. STATEMENT OF CLAIM

Guyse

8. On or about May 1, 2012, Guyse purchased and financed a 2004 Nissan Armada through ITT Employees Federal Credit Union, a predecessor in interest of Fort, who took a security interest in the vehicle. To finance the transaction, he executed the Closed-End Consumer Note, Truth-in-Lending Disclosure, Loan and Security Agreement, a copy of which is attached as **Exhibit "A."**
9. On or about May 22, 2014, ITT Employees Federal Credit Union merged with Fort Financial.

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10. The Closed-End Consumer Note, Truth-in-Lending Disclosure, Loan and Security Agreement required Guyse to make 54 monthly payments, including interest at 14.39% per annum.
11. The amount financed was \$15,081.80.
12. The finance charge was \$5,501.59.
13. Guyse lost his job when ITT moved from Ft. Wayne to Rochester, N.Y., and on or about March 23, 2017, Fort as the secured party (successor by merger to the ITT Employees Federal Credit Union Loan) and through its agent repossessed Guyse's vehicle though the remaining balance was only about \$1,500.00.
14. Indiana law requires a prompt post-repossession notice to the borrower advising of the repossession, that the borrower can redeem (or get his vehicle back) within a reasonable period of time after the repossession notice, the method of intended disposition, whether the Debtor may be liable for deficiency or entitled to a surplus, that the borrower has a right to request an accounting, and other information.
15. Fort sent Guyse a letter dated March 23, 2017, entitled "Notice of Our Plan to Sell property." This letter is referred to herein as the "Repossession Notice." A true and accurate copy of the Repossession Notice is attached hereto as **Exhibit "B."**
16. The Repossession Notice fails to provide a description of liability for a deficiency in the event the action proceeds do not satisfy the unpaid loan balance. The Indiana UCC requires such as disclosure, Ind. Code 26-1-9.1-614.
17. The Repossession Notice says Fort "will sell 2004 Nissan Armada VIN 5N1AA08B54N706263, at private sale sometime after April 6, 2017."

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18. Fort sent Repossession Notices to Guyse and to other members of the Classes that failed to accurately convey the information and disclosures required to be described to consumer borrowers by the Indiana UCC.

GOVERNING LAW

19. Article 9 of the UCC, Ind. Code 26-1-9.1-601 et. seq., governs the financing and repossession of motor vehicles in Indiana.
20. Under the UCC, “every aspect of a disposition of collateral . . . must be commercially reasonable.” Ind. Code 26-1-9.1-610. This includes post-repossession notice.
21. To comply with Indiana’s UCC, Fort was required to provide “reasonable authenticated notification disposition” of the collateral (“Repossession Notice”) containing important mandatory information about the repossession and approaching sale of the collateral. Ind. Code 26-1-9.1-611; Ind. Code 26-1-9.1-614 (consumer goods).

FORT’S REPOSSESSION NOTICE

22. Fort’s Repossession Notices failed to provide proper and reasonable notification of disposition to Guyse and the classes of Indiana borrowers he seeks to represent by:
- (a) Failing to describe the borrower’s liability for any deficiency; or
 - (b) Failing to state whether the sale would be public or private sale; or
 - (c) Failing to state the right to request an accounting; or
 - (d) Mis-identifying the location of any public auction; or
 - (e) Omitting to state the time of any public auction.
23. In the course of the repossession and disposition process, Fort did not act in a commercially reasonable manner toward Guyse and the Class because it failed to provide adequate notice of its plan to sell the collateral. Ind. Code 26-1-9.1-610, 611-614.

FORT’S DEFICIENCY NOTICE

24. After repossession and sale of Guyse’s vehicle, Fort sent him a letter purporting to contain a “breakdown of the sale and the remaining deficiency balance you still owe.”

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This letter, dated July 31, 2017, is referred to herein as the “Deficiency Notice.” A true and accurate copy of the Deficiency Notice is attached as **Exhibit “C.”**

25. Ind. Code 26-1-9.1-616 (c), entitled Explanation of Calculation of Surplus or Deficiency requires the Deficiency Notice to “provide the following information in the following order:”

(1) the aggregate amount of obligations secured by the security interest under which the disposition was made, and, if the amount reflects a rebate of unearned interest or credit service charge, an indication of that fact, calculated as of a specified date:

(A) if the secured party takes or receives possession of the collateral after default, not more than thirty-five (35) days before the secured party takes or receives possession; or

(B) if the secured party takes or receives possession of the collateral before default or does not take possession of the collateral, not more than thirty-five (35) days before the disposition;

(2) the amount of proceeds of the disposition;

(3) the aggregate amount of the obligations after deducting the amount of proceeds;

(4) the amount, in the aggregate or by type, and types of expenses, including expenses of retaking, holding, preparing for disposition, processing, and disposing of the collateral, and attorney's fees secured by the collateral that are known to the secured party and relate to the current disposition;

(5) the amount, in the aggregate or by type, and types of credits, including rebates of interest or credit service charges, to which the obligor is known to be entitled and that are not reflected in the amount in paragraph (1); and

(6) the amount of the surplus or deficiency.

26. Fort’s Deficiency Notice failed to provide to Guyse and the members of the

Deficiency Notice classes the information required, and in the order mandated by the statute, as follows:

- a. Though the form Deficiency Notice provides line items for “title expense” and “detailing expense,” specific charges for those items were combined with other charges under “Repo Expense” and “Selling Expense.”

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- b. The amount of proceeds of the disposition was listed not separately as required by Ind. Code 26-1-9.1-616 (c)(2), but comingled with other refund items required to be disclosed in Ind. Code 26-1-9.1-616 (c)(5).
27. The Deficiency Balance was not set forth as required by Ind. Code 26-1-9.1-616 (c)(6). Instead, Fort listed “Deficiency Balance, Not Including Accrued Interest.” This is confusing and non-compliant.
28. Upon information and belief, Fort’s Deficiency Notice is indicative of a pattern or practice of non-compliance with Ind. Code 26-1-9.1-616 (c).

STATUTORY DAMAGES FORMULA **NOTICE OF REPOSSESSION**

29. Ind. Code 26-1-9.1-625(c)(2) provides minimum damages for Fort’s failure to follow the Code’s requirements upon repossession, such as the defective Repossession Notice. The Statute allows consumer borrowers such as Guyse and the Repossession Notice classes he seeks to represent to recover “in any event” minimum damages of “not less than” the finance charge plus 10% of the Amount Financed.
30. The statutory damages are derived from a simple, straightforward and uniform arithmetic calculation.
31. The two figures needed for the statutory damage calculation are generally determinable from the face of the consumer’s loan contract or Retail Installment Sale Contract (RISC).
32. For example, in Guyse’s case, the statutory minimum damages are computed by adding \$5,501.59 (the finance charge) plus \$1,508.18 (the Amount Financed \$15,081.80 x 10%) = \$7,009.77.
33. Under Ind. Code 24-4.6-1-101, Guyse and the Classes are entitled to interest at the rate of 8% on the amount of statutory damages from the date of the notices to the date of

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judgment.

STATUTORY DAMAGES FORMULA **NOTICE OF DEFICIENCY**

34. Ind. Code 26-1-9.1-616 (e) provides that where, as here, a secured party has engaged in a pattern or practice of noncompliance, the borrower may recover the sum of \$500.00.
35. Guyse and members of the Deficiency Notice Classes he seeks to represent are entitled to recover the sum of \$500.00 as a result of Fort's pattern of noncompliance with Ind. Code 26-1-9.1-616.

V. CLASS ALLEGATIONS

INDIANA REPOSSESSION NOTICE CLASS (Class "A")

36. Guyse brings this action pursuant to Ind. Trial Rule 23 on behalf of the Repossession Classes, which consists of all persons who:
- (a) Financed a vehicle primarily for consumer use through Fort or whose consumer loan contract or installment sales contract was assigned to Fort;
 - (b) Had an address in the State of Indiana at the date of repossession notice;
 - (c) From whom Fort, as secured party, repossessed the financed vehicle or ordered it repossessed on or after June 21, 2008; and
 - (d) Who were sent a "Repossession Notice" that:
 - (1) stated "If we get less money than you owe, you (will or will not as applicable – choose one) still owe us the difference"; or
 - (2) stated that the collateral will be sold "at a public or private sale"; or
 - (3) stated that there will be a "public sale" of collateral at "Fort Financial Credit Union, 3102 Spring St., Fort Wayne, IN" or other address that is a business address for Fort Financial; or

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- (4) stated that there will be a “public sale” of collateral without describing the time and place of such public disposition; or
- (5) did not state “if you want us to explain to you in writing how we figured the amount that you owe,” nor otherwise advise that the borrower has the right to request an accounting.

REGIONAL REPOSSESSION NOTICE CLASS (CLASS “B”)

- 37. Class B consists of all members of Class “A” whose home address, according to the Repossession Notice sent by Fort, is within the counties of Allen, DeKalb, Noble, Whitley, Huntington, Wells, and Adams.

INDIANA DEFICIENCY NOTICE CLASS (CLASS “C”)

- 38. Guyse also brings this class on behalf of the Indiana Deficiency Notice Class which consists of members of the Repossession Notice Class “A” who:
 - (a) Were sent a Deficiency Notice from Fort:
 - (1) That reflected “repossession expense” and “selling expense;” or
 - (2) Stated “Deficiency Balance, not including accrued interest.”

REGIONAL DEFICIENCY NOTICE CLASS (CLASS “D”)

- 39. Guyse also brings this class on behalf of the Regional Deficiency Notice Class which consists of members of the Repossession Notice Class “B” who:
 - (a) Were sent a Deficiency Notice from Fort:
 - (1) That reflected “repossession expense” and “selling expense;” or
 - (2) Stated “Deficiency Balance, not including accrued interest.”

CLASS TREATMENT IS APPROPRIATE

- 40. The Class period commences June 21, 2008.
- 41. The size of the Classes is in the hundreds. Joinder of all members is impractical. This

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matter involves substantially similar form notices sent to consumers in Indiana over more than a ten-year period.

42. The members of the Classes are readily ascertainable by a review of Fort's own records of vehicles financed and vehicles repossessed, or from records of Fort vendors.
43. There are questions of law and fact common to the class which predominate over any questions affecting only individual members of the Classes. Such common questions include:
 - (a) Whether Guyse and the Classes obtained motor vehicle financing through Fort and pledged the vehicle as collateral;
 - (b) Whether Fort repossessed the financed vehicle or ordered it repossessed;
 - (c) Whether Fort failed to send a Repossession Notice in the form and manner required under the UCC after repossessing a vehicle;
 - (d) Whether Fort failed to send a Deficiency Notice required under the UCC in the form and in the order required; and
 - (e) The uniform statutory damages provided for such misconduct.
44. Guyse's claims are typical of those of the Classes. All are based on the same factual basis and legal theories. All members of the Classes financed motor vehicles through Fort and pledge their vehicles as collateral. Fort declared default on all. All members of the Classes were sent an improper Repossession Notice, improper Deficiency Notice, both, or no Notice at all.
45. Guyse will fairly and adequately represent the interests of the Classes. Guyse has no interest adverse to the interests of the Classes. Counsel retained for Guyse and the Classes are experienced in handling consumer class action and other complex commercial litigation. Guyse's claims are the same as those of the claims of the Classes,

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- which all arise from the same operative facts and are based on the same legal theories.
46. The questions of law and fact common to the Classes predominate over any questions affecting only individual members.
 47. Fort has acted on grounds that are generally applicable to the entire class, making declaratory and injunctive relief an appropriate remedy.
 48. This class action provides a fair and efficient method for adjudication of the controversy.
 49. The members of the Classes are consumer debtors who may be unable to locate or afford to hire lawyers, particularly in light of the modest size of any individual recovery, the absence of statutory counsel fees, and the specialized nature of the law of secured transactions and motor vehicle finance regulation.
 50. The size of the Classes, and any trial, would be readily manageable.

COUNT I
INDIANA UNIFORM COMMERCIAL CODE
CLASS CLAIM FOR REPOSSESSION NOTICE

51. Guyse repeats all of the allegations above as if fully set forth herein.
52. Fort violated Ind. Code 26-1-9.1-610 through 614 by failing to act in a commercially reasonable manner in failing to provide proper Repossession Notice.
53. Guyse, the Indiana Repossession Notice Class (Class 'A'), and the Regional Repossession Notice Class (Class 'B') are entitled to recover, in any event, statutory minimum damages provided by Ind. Code 26-9.1-625(c)(2).

COUNT II
INDIANA UNIFORM COMMERCIAL CODE
SUBCLASS CLAIM FOR DEFICIENCY NOTICE

54. Plaintiff repeats all of the allegation as if fully set forth herein.
55. Fort violated Ind. Code 26-1-9.1-616 by failing to provide proper Deficiency Notice.
56. Fort's actions were part of a pattern or practice of noncompliance with Indiana's UCC.

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57. Guyse, the Indiana Deficiency Notice Class (Class ‘C’) , and the Regional Deficiency Notice Class (Class ‘D’) are entitled to damages of \$500 each as provided by Ind. Code 26-9.1-625(e).

WHEREFORE, Guyse prays this Court certify the matter as a class action and enter judgment for Guyse, and the Classes:

- (a) Awarding statutory damages to Guyse and to the Indiana/Regional Repossession Notice Classes as provided by Ind. Code 26-1-9.1-625(c);
- (b) Awarding prejudgment interest;
- (c) Declaring that the Repossession Notice and Deficiency Notice used by Fort in respect to Guyse and the Classes fail to comport with the provisions of Ind. Code 26-1-9.1-610-614 and 616;
- (d) Awarding \$500 to Guyse and each member of the Indiana/Regional Deficiency Notice Class as provided by Ind. Code 26-1-9.1-625(e);
- (e) Granting such other and further relief as is proper and supported by the evidence.

Respectfully submitted,

/s/ R. William Jonas, Jr.
R. William Jonas, Jr. (#5025-71)
HAMMERSCHMIDT, AMARAL & JONAS
137 N. Michigan Street
South Bend, IN 46601
Telephone: 574-282-1231
Facsimile: 574-282-1234
rwj@hajlaw.com

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M. Scott Barrett (10496-53)
BARRETT WYLIE, LLC
520 North Walnut Street
P.O. Box 5233
Bloomington, IN 47407-5233
Telephone: 812.334.2600
scott@barrettwylie.com

Cary L. Flitter, (*Admitted Pro Hac Vice*)
(5187-95 TA)
FLITTER MILZ, P.C.
450 N. Narberth Avenue, Suite 101
Narberth, PA 19072
Telephone: 610.822.0782
cflitter@consumerslaw.com

Attorneys for Plaintiff and the Classes



Employees' Federal Credit Union

P.O. Box 12685
Fort Wayne, IN 46864
(260) 451-6161
Fax (260) 451-6442

**CLOSED-END CONSUMER NOTE,
TRUTH-IN-LENDING DISCLOSURE,
LOAN AND SECURITY AGREEMENT**

In this Closed-End Consumer Note, Truth-In-Lending Disclosure, Loan and Security Agreement, the words "You", "Your", "Yours" mean each and all of those who sign below, endorse or negotiate the check(s). The words "credit union", "we", "us" and "our" mean the lender.

BORROWER(S) NAME: Steven D Guyse
ADDRESS:
4707 Dodge Ave
Fort Wayne, IN, 46815

Date of Loan 05/01/2012	Loan Number 0010	Check Number	Member Number 27410	Maturity Date 11/01/2016
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ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate, 14.390%	FINANCE CHARGE The dollar amount the credit will cost you. \$ 5,501.59	AMOUNT FINANCED The amount of credit provided to you or on your behalf. \$ 15,081.80	TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled. \$ 20,583.39
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Your payment schedule will be:

Number of Payments	Amount of Each Payment	When Payments are Due	
63	381.18	Monthly	Beginning 06/01/2012
1	380.85		Ending 11/01/2016

See the Note and Security Agreement on page 2 for any additional information about security interest, nonpayment, cross collateralization, default, cross default, any required payment in full before the scheduled date, and penalties. Filing Fee 0.00 Non-Filing Insurance 0.00

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

REQUIRED DEPOSIT: The ANNUAL PERCENTAGE RATE does not take into account your required deposit, if applicable.

LATE CHARGES: If your payment is more than 10 days late, you may be charged a late fee.

PROPERTY INSURANCE: You may obtain property insurance from anyone you want that is acceptable to the Credit Union.

ASSUMABILITY: Your loan is not assumable.

SECURITY:
 The goods or property being purchased. Cross Collateral Clause Other
 Your present and future shares or deposits in the Credit Union. Personal property (other than household goods or any dwelling) securing other loans with us.

SECURITY INTEREST DISCLOSURE
 Security Agreement: If you are giving us a security interest in personal property (see above), you understand and agree that it will cover the property described below or on the attached exhibits, if any. You understand that your loan is also secured by any insurance proceeds or any insurance premium refunds. You also understand and agree to the additional terms on page 2. B means an estimate, N/A means not applicable.
 Collateral: 2004 Nissan Armada 5N1AA08B54N706263 Value: \$ 16,175.00

Insurance: Credit Life Insurance and Credit Disability Insurance are not required to obtain credit.

Single Decreasing Life N/A <input type="checkbox"/> You Want <input checked="" type="checkbox"/> You Do Not Want	Joint Decreasing Life N/A <input type="checkbox"/> You Want <input checked="" type="checkbox"/> You Do Not Want	Single Disability N/A <input type="checkbox"/> You Want <input checked="" type="checkbox"/> You Do Not Want	Joint Disability N/A <input type="checkbox"/> You Want <input checked="" type="checkbox"/> You Do Not Want
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Signature 9-16-12 *Signature*
 Borrower's Signature Date of Birth Co-Borrower's Signature Date of Birth

Note and Security Agreement
PROMISE TO PAY: To repay your loan, you, jointly and severally, promise to pay to us at our office or to our order the "Total of Payments" (shown above) in lawful money of the United States. The minimum scheduled amount due for each payment is set forth in the payment schedule (shown above). You understand that each payment is applied first to Collection Costs and late charges, if any, and any other fees and charges, if any, then to FINANCE CHARGES, and then to the Amount Financed. Payments will continue until you have paid in full the Amount Financed, FINANCE CHARGES and any other fees and charges.
CONTRACTUAL LBN ON ACCOUNTS: In addition to the above security, you give to us a contractual lien (i.e., a security interest) on all funds in any share account (including, but not limited to, your share, share draft and share certificate accounts, but excluding IRA account(s)) with us on which you are a signatory or in which you have an ownership interest now or in the future, regardless of the source of the funds. You agree that we may use such funds, without notice, to pay any debts or amounts owed to us by you, other than obligations secured by real property or where otherwise prohibited by federal or state law or regulation.
ADDITIONAL SECURITY (CROSS COLLATERALIZATION): You understand and agree that any property or property right (whether tangible or intangible) securing other loans or lines of credit with us shall also secure this loan. Further, the property given as security under this Loan shall also secure any other loans or lines of credit you owe us now or in the future (except any loan, line of credit or other agreement secured by real property or where otherwise prohibited by federal or state law or regulation). See below and page 2 for important additional terms and information.

ITEMIZATION OF AMOUNT FINANCED OF: \$ 15,081.80

Amount Given to You Directly:	Amount Paid on Your Account:	Amount Paid to Others on Your Behalf: \$ 15,081.80
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BY SIGNING BELOW OR ENDORSEMENT OF THIS PROCEEDS CHECK WITH THE CHECK NUMBER SHOWN ABOVE, or by use of funds as evidenced by a transfer to a Share or Share Draft Account, you agree to make and to be bound by this Note, Security Agreement and Federal Disclosure Statement including the terms and conditions on page 2. You acknowledge that you have read this entire agreement and have received a copy.

Priority Endorser <i>Signature</i> Date <u>5-1-12</u>	Co-Borrower <input type="checkbox"/> Other Owner* <input checked="" type="checkbox"/>	Date
Owner of Collateral <input type="checkbox"/> (Other than Borrower) <input checked="" type="checkbox"/>	Guarantor <input checked="" type="checkbox"/>	Date
Witness <input checked="" type="checkbox"/>	Witness <input checked="" type="checkbox"/>	Date

* Co-Borrower / OTHER OWNER: Any other person who has property interest in the above-described collateral signs here. The other owner, unless also co-borrower, is not obligated to pay the debt, but understands that the Credit Union has a security interest in the collateral as explained in the Security Agreement.

ADDITIONAL TERMS

SECURITY AGREEMENT: If you are giving us a security interest (see page 1 of Agreement), you understand and agree that it is governed by the Uniform Commercial Codes and will cover the property described on page 1 of the Agreement and on the attached exhibits, if any. You also understand and agree to the additional terms set forth in this loan. Unless otherwise prohibited by federal or state law or regulation, you authorize us to file and/or sign any document necessary for us to perfect our security interest in the property given to us to secure your debt(s) with us. (This includes, without limitation, filing "UCC-1" Financing Statements, "UCC-2" Continuation Statements and Department of Motor Vehicles paperwork.)

INDEMNITY: If you are in default, we may apply all shares (except IRA Accounts) then on deposit needed by us to repay your loan in accordance with the Federal Credit Union Act 1757(11) or the Indiana Code and decisional law of Indiana courts and our bylaws.

CROSS COLLATERALIZATION: You understand and agree that the property referenced as security herein (and all proceeds thereof and all insurance proceeds and insurance premium refunds, whether we have required the insurance or not) shall secure this loan and any and all other loans and lines of credit you now have with us or become obligated to pay in the future. In addition, any property (and any proceeds thereof and all insurance proceeds and insurance premium refunds) securing other loans and lines of credit you now have with us or become obligated to pay in the future will also secure all funds advanced by us under this loan. This "Cross Collateralization" agreement shall not apply to any loan, line of credit or other agreement secured by real property, property used as your dwelling or where otherwise prohibited by federal or state law or regulation.

ACCELERATION: If you default, we may demand payment of the unpaid balance, FINANCE CHARGES, late charges and collection costs, if any. You understand that FINANCE CHARGES will continue to accrue until you repay your entire loan.

PREPAYMENT OR IRREGULAR PAYMENTS: Though you need only pay the fixed installments, you understand you have the right to repay your entire loan at any time without penalty. You also understand you will only be charged FINANCE CHARGES to the date you repay your entire loan. You may make larger payments without penalty and this may reduce the total amount of FINANCE CHARGES you will pay. Any partial payment of your loan will not delay your next scheduled payment due date(s). You understand any payment that (a) delays or (b) accelerates the reduction of your loan balance will (a) increase or (b) decrease your FINANCE CHARGE.

LAST PAYMENT: You give us permission to deposit the excess of your last payment, if any, to your share account.

PAYMENTS MARKED "PAID IN FULL": We may accept checks, money orders, or other types of payment marked "payment in full" or using other language to indicate full satisfaction of any indebtedness, without being bound by such language or waiving any rights under this Note. Full satisfaction of indebtedness shall be accepted by us only in a written agreement, signed by our authorized representative.

DEFAULT: You will be in default if: 1) You do not pay your minimum scheduled payment on time; 2) You fail to live up to or otherwise breach any of the terms and conditions of this Note or any other loan or line of credit you have with us; 3) Your creditworthiness is impaired; 4) The value of the security is impaired; 5) You die, become insolvent or are the subject of a bankruptcy or receivership proceeding; 6) There is a change of ownership of all or any part of the security; 7) You have made a misrepresentation or misstatement in obtaining this loan or any other loan or line of credit with us; or 8) You do not use the funds loaned to you for the purpose stated in your application. If you are in default, we may terminate this Note and demand immediate payment of your entire loan without notice to you.

LATE CHARGES: You understand and agree that the amount of late charge imposed on a late payment will increase automatically when permitted by Indiana code and Indiana Department of Financial Institutions Regulations to the then currently permitted amount.

APPLICATIONS: You certify the accuracy of the information that you have given to the Credit Union in any application, including any telephonic or electronic application, and you will notify the Credit Union in writing immediately if there is any change in your financial condition. You acknowledge that it is a violation of Section 1014, Title 18, U.S. Code, to make a false statement or overvalue security for the purpose of influencing the action of any federally insured Credit Union. You authorize the Credit Union to gather whatever credit information, employment information, tax returns and related information from the Internal Revenue Service that the Credit Union considers appropriate from time to time. (You understand that this will assist, for example, in determining your eligibility for renewal of credit and additional extensions of credit). You authorize the Credit Union to give up information concerning your credit experience with us to others. You understand and agree that the Credit Union may retain any application and any other credit information we may receive; that you waive your right to confidentiality of your records with the Indiana Bureau of Motor Vehicles (BMV); and that you authorize the Credit Union to obtain such information from the BMV.

CREDIT REPORT: You understand and are hereby notified that a negative credit report may be submitted to a credit reporting agency, if you fail to fulfill the terms of your credit obligation(s) with us.

COLLECTION COSTS: If you are in default and we demand full payment you understand that you will be charged a FINANCE CHARGE on the unpaid balance and any advances made by us until you repay the loan. You also agree to pay late charges, if any, our "Collection Costs", (which term is used in this Loan includes, but is not limited to our reasonable attorneys' fees, court costs, fees for investigation, search fees and any and all other fees and costs we reasonably incur in our collection of your obligation(s) to us), if any, and all others fees and costs herein, if any.

DELAY IN ENFORCEMENT: We can delay enforcing any of our rights under this Note without losing them.

CUMULATIVE RIGHTS AND REMEDIES: All rights and remedies provided under this Note are cumulative and not exclusive of any rights or remedies otherwise provided to us by law. Any single or partial exercise of my right or remedy by us shall not preclude the further exercise thereof or the exercise of any other right or remedy.

CHANGE OF NAME, ADDRESS, EMPLOYMENT OR INCOME: You understand and agree that you must notify us of any change in your name, address, employment, individual or household income and any substantial deterioration of your financial circumstances.

LIABILITY OF PARTIES: Each person who signs this Note or the loan proceeds check, except "Dealer Payees", is a maker and agrees to be individually and jointly obligated to repay your loan in accordance with the terms and conditions of this Note.

GOVERNING LAW: You understand and agree that this Note is made in Indiana and shall be governed by the laws of the State of Indiana to the extent that Indiana law is not inconsistent with controlling federal law. You also understand and agree that Indiana's choice of law rules shall not be applied if that would result in the application of non-Indiana state law.

FEDERAL DISCLOSURE STATEMENT: The terms and conditions of the Truth-In-Lending Disclosure Statement are incorporated herein by reference.

ENTIRE AGREEMENT: The terms and conditions of the Truth-In-Lending Disclosure Statement, the Note and the Security Agreement shall be read together as the whole agreement between the Credit Union and you. No change in the terms and conditions of this loan will be valid unless in writing and signed by the Credit Union and you. If any part of this loan is found to be invalid, all other parts shall remain in effect.

ADDITIONAL SECURITY AGREEMENT TERMS: If you are giving us a security interest in personal property (see page 1 of Agreement), your loan is also subject to the following additional terms.

FUTURE ADVANCES: You understand and agree that the Security Agreement will secure any future advances made by us. The term "future advances" includes but is not limited to money advanced to you; money advanced to third parties at your direction; Collection Costs, fees, and other monies advanced or incurred by us to protect our interest in the security as well as any "future advances" under any other loan or line of credit agreement you may have with us now or in the future (except any loan, line of credit or other agreement secured by real property or where otherwise prohibited by federal or state law or regulation).

STATUS OF SECURED PROPERTY: You promise that you own the security and that there are no liens or any other claims against the security other than ours. You agree not to sell or lease the security, or give it as security to anyone else, until the loan has been paid in full.

PROPERTY INSURANCE (Other than Stocks, Bonds, or Shares): You promise to maintain property insurance, naming us as Loss Payee and fully insuring the security described in the Truth-In-Lending Disclosure Statement on page 1 of Agreement against loss by fire, theft and collision and to provide "all risks" full insurance in the case of aircraft or boats and accessories thereto when applicable. This insurance must include comprehensive and collision coverage with a deductible of no greater than \$500. You may provide the required property insurance through an existing policy or by a policy you independently obtain and pay for from a person of your own choosing. You agree to deliver a copy of the insurance policy to us. If you do not get or keep this insurance, we may obtain this insurance and add its cost to your loan, or we may declare the Note and Security Agreement in default. If we obtain such insurance you agree that we may add its cost to your loan and you also agree that your payments (as disclosed in the Payment Schedule) may be increased to pay for such insurance. Any amount spent for such insurance will be added to the Amount Financed of the loan and will accrue FINANCE CHARGES at the ANNUAL PERCENTAGE RATE shown on page 1 of Agreement.

RESERVATION OF SECURITY (Other than Stocks, Bonds, or Shares): You promise to take good care of the security and to pay all taxes and liens upon it. You also agree to perform all acts that we deem necessary to make our security interest enforceable. You also agree to inform us immediately if the security is to be moved from your address listed on page 1 of Agreement. You will not take the security out of the State of your residence for more than 30 days without our written consent. You will not use the security for any unlawful purpose. You further agree not to allow any liens to exist against it other than ours, and you agree to pay the cost of protecting the security, including reasonable attorneys' fees. You understand that if you do not do these things, the Note and Security Agreement will be in default.

MOTOR VEHICLES AS SECURITY: You certify that the vehicle pledged as security for this Loan is not and has never been a "Lemon Law Buyback" and for a "Grey Market" vehicle (i.e., a vehicle on which the title indicates that it is a "Non-USA" vehicle) and for "Salvage" title. You understand that you will be in default if you pledged a "Lemon Law Buyback", "Grey Market" or a "Salvage" title vehicle for the loan. You promise to apply for your title and provide for notation of our lien thereon within twenty days (20) of the date you take delivery of the vehicle.

ADDITIONAL SECURITY: You understand that your loan is also secured by all proceeds of the security, any insurance proceeds and any insurance premium refunds (whether the insurance is required by us or not).

DEFAULT: If you are in default, in addition to our other rights, we may demand immediate payment of your entire loan. You understand and agree that we also have other rights, including the right without prior notice to you, to renege and/or worsen the liquidation of the security and after giving notice of the sale as required by law, to sell the security in a reasonable manner. You understand and agree that if the amount we receive at the sale does not pay your unpaid balance, FINANCE CHARGES, late charges, if any, all other fees and charges herein, if any, and the costs of protecting, retaking, repairing, reconditioning, storing and selling the security and Collection Costs, that you agree to pay any remaining amount as permitted by law.

CROSS DEFAULT: You understand and agree that your default of the terms and conditions of this loan shall be deemed to be a default of any and all other loans and lines of credit agreements you now have with us or obtain in the future with us shall be deemed to be a default of the terms and conditions of this loan.

APPLICATION OF PROCEEDS FROM SECURITY: In the event we apply the security hereunder (and any proceeds of such security or insurance proceeds or insurance premium refund) to your loan balance hereunder, you understand and agree that any excess (after the unpaid balance and all costs, fees, charges, and other amounts due under this Note have been paid off) may be applied by us against the unpaid balance of any other unsecured or personal property secured loan and/or line of credit between the Credit Union and you, excluding however, any loan secured by your dwelling.

NO OBJECTION OF REMEDIES: You understand that the application of our rights against any personal property security whether pursuant to a consensual security interest or by our statutory lien on shares or by any other right hereunder or any other loan or line of credit agreement you have with us or as otherwise permitted by law or regulation shall not be deemed to be an election of remedies and will not limit our rights against the security.

POWER OF ATTORNEY, AUTHENTICATION, AND SIGNATURE: Borrowers and owners of collateral hereby authorize our agent to file, execute, sign, authenticate and take all other actions including revision or correction of any of the Agreements between the parties which we deem necessary or proper in said parties' names(s) and stand with regard to the said parties' obligations to sign, file or obtain any lien, evidence of lien, financing statement, certificate of title or other security instrument we deem necessary for the attachment or perfection of our lien rights in any Collateral pledged to secure the borrower's obligations to us as well as agree to accept or our sale of such collateral in the event of default, which authority includes any modification, amendment, continuation or re-pledging.

THIRD-PARTY PLEDGE OF COLLATERAL: By signing this Agreement and to induce us to make, renew or extend a loan or loans to the Borrower(s), you do hereby grant to ITT Employer's Federal (Port Wayne Division) Credit Union a security interest in the Collateral described herein to secure payment of such loan or loans(s), and all renewals, extensions or modifications thereof without limitation. You agree to all the terms of this Agreement. Specifically, but without limiting the foregoing, you agree to take all steps necessary to maintain and protect the Collateral, including the maintenance of insurance thereon, including we are the loss-payee. You agree we don't have to notify you if any payments under the Agreement have not been paid or if the Borrower(s) has (have) otherwise defaulted. We can change the terms of the Agreement or the schedule of payments or release any security of any borrower without notifying you. In addition, you expressly waive any right to require us to recover against the Borrower(s) or any other or specific collateral pursuant to any applicable law, statute or regulation.



Fort Financial
Credit Union

*my*FUTURE. *my*FAMILY. *my*FORT.

March 23, 2017

Steven D. Guyse
1731 Hobson Road
Fort Wayne, IN 46805

NOTICE OF OUR PLAN TO SELL PROPERTY

Fort Financial Credit Union Closed-End Note, Disclosure, Loan and Security Agreement dated May 1, 2012 secured by 2004 Nissan Armada # 5N1AA08B54N706263.

We have your 2004 Nissan Armada ID# 5N1AA08B54N706263, because you broke promises in our agreement.

We will sell 2004 Nissan Armada ID# 5N1AA08B54N706263, at private sale sometime after April 6, 2017. 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 or will not as applicable-choose one) 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 800-837-3262 Extension 5005 or (260) 432-1561.

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 800-837-3262 Extension 5005 or (260) 432-1561 or write us at Fort Financial Credit Union, ATTN: Collections, 3102 Spring Street, Fort Wayne, IN 46808 and request a written explanation. We will charge you \$25.00 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 800-837-3262 Extension 5005 or (260) 432-1561 or write us at Fort Financial Credit Union, ATTN: Collections, 3102 Spring Street Fort Wayne, IN 46808.

We are sending this notice to the following other people who have an interest in the 2004 Nissan Armada ID # 5N1AA08B54N706263 or who owe money under your agreement:

I. None.

Sincerely,

Stevan R. Evans
Collection Manager

(260) 432-1561 * fortfinancialcu.org



Fort Financial
Credit Union

Date: 07/31/2017 Account: 209137-121 ^{my}FUTURE, ^{my}FAMILY, ^{my}FORT
Re: 2004 Nissan Armada

Dear: Steven Guyse

The collateral securing your loan was sold on 07/13/2017 . The following is a breakdown of the sale and the remaining deficiency balance you still owe.

Balance owing at date of repossession/surrender		<u>\$1,435.59</u>
Plus:		
Repo Expense	\$460.75	
Title Expense		
Storage Expense		
IAA Expense		
Ad Expense		
Selling Expense	\$744.30	
Trans Expense		
Detailing Expense		
Total Owing		<u>\$1,205.05</u>
Less:		
Sale Price of Collateral	\$2,200.00	
CPI Refund		
Capital Lending Refund		
Warranty Refund		
Gap Refund		
Life and Disability Refund		
Remaining Savings Account Balance		
Total Refunded		<u>\$2,200.00</u>
Total Deficiency Balance Not Including Accrued Interest		<u>\$440.64</u>

Please contact me within ten days at 1-800-837-3262 ext. 5161 or 260-435-5161 concerning the deficiency balance. After ten days your account will be subject to placement with appropriate agent for collection to protect our interests. All subsequent fees and expenses will become your responsibility.

Sincerely,

Stevan Evans
Collection Manager