

This form is approved by the Illinois Supreme Court and is required to be accepted in all Illinois Circuit Courts.

IN THE CIRCUIT COURT OF WILL COUNTY, ILLINOIS TWELFTH JUDICIAL CIRCUIT		SUMMONS	For Court Use Only
<b>Instructions▼</b>  Enter above the county name where the case was filed.  Enter your name as Plaintiff/Petitioner.  Enter the names of all people you are suing as Defendants/ Respondents.  Enter the Case Number given by the Circuit Clerk.		DISCOVER BANK  Plaintiff / Petitioner ( <i>First, middle, last name</i> ) v.  BRITTANY JAMES  Defendant / Respondent ( <i>First, middle, last name</i> )  <input type="checkbox"/> Alias Summons ( <i>Check this box if this is not the 1<sup>st</sup> Summons issued for this Defendant.</i> )	Case Number  2023AR000385

<b>IMPORTANT INFORMATION:</b>	<p>There may be court fees to start or respond to a case. If you are unable to pay your court fees, you can apply for a fee waiver. You can find the fee waiver application at: illinoiscourts.gov/documents-and-forms/approved-forms/.</p> <p>E-filing is now mandatory with limited exemptions. To e-file, you must first create an account with an e-filing service provider. Visit efile.illinoiscourts.gov/service-providers.htm to learn more and to select a service provider. If you need additional help or have trouble e-filing, visit illinoiscourts.gov/faq/gethelp.asp or talk with your local circuit clerk's office. If you cannot e-file, you may be able to get an exemption that allows you to file in-person or by mail. Ask your circuit clerk for more information or visit illinoislegalaid.org.</p> <p>Call or text Illinois Court Help at 833-411-1121 for information about how to go to court including how to fill out and file forms. You can also get free legal information and legal referrals at illinoislegalaid.org.</p>
<b>Plaintiff/Petitioner:</b>	<p>Do not use this form in an eviction, small claims, detinue, divorce, or replevin case. Use the <i>Eviction Summons, Small Claims Summons, or Summons Petition for Dissolution of Marriage / Civil Union</i> available at illinoiscourts.gov/documents-and-forms/approved-forms.</p> <p>If your case is a detinue or replevin, visit illinoislegalaid.org for help. If you are suing more than 1 Defendant/Respondent, fill out a <i>Summons</i> form for each Defendant/Respondent.</p>

In 1a, enter the name and address of a Defendant/ Respondent. If you are serving a Registered Agent, include the Registered Agent's name and address here.	<b>1. Defendant/Respondent's address and service information:</b> a. Defendant/Respondent's primary address/information for service: Name ( <i>First, Middle, Last</i> ): BRITTANY JAMES Registered Agent's name, if any: _____ Street Address, Unit #: 4437 MONROE CT City, State, ZIP: NAPERVILLE, IL 60564 Telephone: _____ Email: _____
In 1b, enter a second address for Defendant/ Respondent, if you have one.	b. If you have more than one address where Defendant/Respondent might be found, list that here: Name ( <i>First, Middle, Last</i> ): _____ Street Address, Unit #: _____ City, State, ZIP: _____ Telephone: _____ Email: _____
In 1c, check how you are sending your documents to Defendant/ Respondent.	c. Method of service on Defendant/Respondent: <input type="checkbox"/> Sheriff <input type="checkbox"/> Sheriff outside Illinois: _____ County & State  <input type="checkbox"/> Special process server <input type="checkbox"/> Licensed private detective

Enter the Case Number given by the Circuit Clerk: 2023AR000385

, enter the amount of  
ney owed to you.

3, enter your  
mplete address,  
ephone number, and  
ail address, if you  
ve one.

**2. Information about the lawsuit:**

Amount claimed: \$33,544.36

**3. Contact information for the Plaintiff/Petitioner:**

Name (*First, Middle, Last*): R. RYAN SCARFONE, ESQ.  
c/o Zwicker & Associates, P.C.

Street Address, Unit #: 5500 PEARL ST. SUITE 105

City, State, ZIP: ROSEMONT, IL 60018

Telephone: (847)678-9925 Email: ILLINOISLITIGATION@ZWICKERPC.COM

**GETTING COURT DOCUMENTS BY EMAIL:** You should use an email account that you do not share with anyone else and that you check every day. If you do not check your email every day, you may miss important information, notice of court dates, or documents from other parties.

**Important  
information for the  
person getting this  
form**

You have been sued. Read all of the documents attached to this *Summons*. To participate in the case, you must follow the instructions listed below. If you do not, the court may decide the case without hearing from you and you could lose the case. *Appearance* and *Answer/Response* forms can be found at: illinoiscourts.gov/documents-and-forms/approved-forms/.

**4. Instructions for person receiving this *Summons* (*Defendant*):**

- a. To respond to this *Summons*, you must file *Appearance* and *Answer/Response* forms with the court within 30 days after you have been served (*not counting the day of service*) by e-filing or at:

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

- b. Attend court:

On: 6/30/2023 at 9:00  a.m.  p.m. in 903  
*Date* *Time* *Courtroom*

**In-person at:**

100 W Jefferson Street, Joliet, IL 60432-4399

*Courthouse Address* *City* *State* *ZIP*

OR

**Remotely** (You may be able to attend this court date by phone or video conference. This is called a "Remote Appearance").

By telephone

*Call-in number for telephone remote appearance*

By video conference:

*Video conference website*

*Video conference log-in information (meeting ID, password, etc.)*

Call the Circuit Clerk \_\_\_\_\_ or visit their website

at:

*Circuit Clerk's phone number*

at

*Website* 5/3/2023 2:41 PM to find out more about how to do this.

**Witness this Date:**

**Clerk of the Court:** Andrea Lynn Chastain

**This *Summons* must be served within 30 days of the witness date.**

Date of Service:

*(Date to be entered by an officer or process server on the copy of this *Summons* left with the Defendant or other person.)*

SU-S 1503.2

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(06/21)

This form is approved by the Illinois Supreme Court and is required to be accepted in all Illinois Circuit Courts.

THE CIRCUIT COURT OF  
WILL COUNTY, ILLINOIS  
EIGHTH JUDICIAL CIRCUIT

**PROOF OF SERVICE OF  
SUMMONS AND  
COMPLAINT/PETITION**

For Court Use Only

**Instructions**

Enter above the county  
where the case was  
filed.

Enter your name as  
Plaintiff/Petitioner.

Enter the names of all  
people you are suing as  
Defendants/ Respondents.

Enter the Case Number  
given by the Circuit Clerk.

DISCOVER BANK

Plaintiff / Petitioner (First, middle, last name)

v.

BRITTANY JAMES

Defendant / Respondent (First, middle, last name)

Alias Summons (Check this box if this is not the 1<sup>st</sup>  
Summons issued for this Defendant.)

Case Number

2023AR000385

**\*\*Stop. Do not complete the form. The sheriff or special process server will fill in the form.\*\***

My name is \_\_\_\_\_ and I state

First, Middle, Last

I served the Summons and Complaint/Petition on the Defendant/Respondent

as follows:

First, Middle, Last

Personally on the Defendant/Respondent:

Male  Female  Non-Binary  Approx. Age: \_\_\_\_\_ Race: \_\_\_\_\_

On this date: \_\_\_\_\_ at this time: \_\_\_\_\_  a.m.  p.m.

Address, Unit#:

City, State, ZIP: \_\_\_\_\_

On someone else at the Defendant/Respondent's home who is at least 13 years old and is a family member  
or lives there:

On this date: \_\_\_\_\_ at this time: \_\_\_\_\_  a.m.  p.m.

Address, Unit#:

City, State, ZIP: \_\_\_\_\_

And left it with: \_\_\_\_\_

First, Middle, Last

Male  Female  Non-Binary  Approx. Age: \_\_\_\_\_ Race: \_\_\_\_\_

and by sending a copy to this defendant in a postage-paid, sealed envelope to the  
above address on \_\_\_\_\_, 20 \_\_\_\_\_. \_\_\_\_\_

On the Corporation's agent,

First, Middle, Last

Male  Female  Non-Binary  Approx. Age: \_\_\_\_\_ Race: \_\_\_\_\_

On this date: \_\_\_\_\_ at this time: \_\_\_\_\_  a.m.  p.m.

Address:

City, State, ZIP: \_\_\_\_\_

I was not able to serve the *Summons* and Complaint/Petition on the Defendant/Respondent:

Enter the Case Number given by the Circuit Clerk: 2023AR000385

First, Middle, Last

I made the following attempts to serve the *Summons* and Complaint/Petition on the Defendant/Respondent:

1. On this date: \_\_\_\_\_ at this time: \_\_\_\_\_  a.m.  p.m.

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Other information about service attempt: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. On this date: \_\_\_\_\_ at this time: \_\_\_\_\_  a.m.  p.m.

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Other information about service attempt: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. On this date: \_\_\_\_\_ at this time: \_\_\_\_\_  a.m.  p.m.

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Other information about service attempt: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DO NOT** complete this section. The sheriff or private process server will complete it.

If you are a special process server, sheriff outside Illinois, or licensed private detective, your signature certifies that everything on the *Proof of Service of Summons* is true and correct to the best of your knowledge. You understand that making a false statement on this form could be perjury.

By:

Under the Code of Civil Procedure, 735 ILCS 5/1-109, making a statement on this form that you know to be false is perjury, a Class 3 Felony.

Signature by:  Sheriff

Sheriff outside Illinois:

**FEES**

Service and Return: \$ \_\_\_\_\_

Miles \_\_\_\_\_ \$ \_\_\_\_\_

Total \_\_\_\_\_ \$ \_\_\_\_\_

*County and State*

Special process server

Licensed private

detective

*Print Name*

If *Summons* is served by licensed private detective or private detective agency:

License Number: \_\_\_\_\_

Andrea Lynn Chasteen  
Will County Circuit Clerk  
Twelfth Judicial Circuit Court  
Electronically Filed  
2023AR000385  
Filed Date: 4/19/2023 3:20 PM  
Envelope: 22365549  
Clerk: JE

**STATE OF ILLINOIS  
IN THE CIRCUIT COURT OF WILL COUNTY  
TWELFTH JUDICIAL CIRCUIT**

DISCOVER BANK, ) No. 2023AR000385  
Plaintiff )  
v. ) Amount Claimed : \$33,544.36  
BRITTANY JAMES, )  
Defendant(s) )  
not and owing current to the terms of the Agreement.

**COMPLAINT**

Plaintiff, DISCOVER BANK, by and through its Attorneys, Zwicker and Associates,

P.C. and complaining of the Defendant(s), BRITTANY JAMES, states as follows:

1. Plaintiff is a FDIC-insured Delaware State Bank.
2. Defendant(s) reside(s) and/or maintain(s) an address and/or domicile sufficient to allow this Court to maintain jurisdiction and venue of Plaintiff's claims.
3. The principal damage amount sought by Plaintiff in this Complaint is within this Court's monetary jurisdictional limit.

4. Defendant(s) entered into a loan agreement (hereafter referred to as "Agreement").

True and exact copies of the loan documents are attached hereto and marked Exhibit A.

5. Funds were disbursed pursuant to the terms of the Agreement or as requested by Defendant(s).

6. The loan is identified with account number ending in 0119.

7. Defendant(s) defaulted on the terms of the Agreement when Defendant(s) failed to make payments pursuant to the terms of the Agreement

8. As a result of the default by Defendant(s), Plaintiff has accelerated the full balance due and owing pursuant to the terms of the Agreement.

9. Demand was made upon Defendant(s).

10. As of today's date, Defendant(s) has/have failed to pay Plaintiff pursuant to the terms of the Agreement.

11. This suit was filed within the relevant statute of limitations.

12. As Defendant(s) have materially breached the terms of the Agreement, the balance due and owing to Plaintiff after deducting all just and lawful offsets, payment, and credits is the sum of \$33,544.36. Account statement records or balance history records substantiating the balance due are attached hereto and marked Exhibit C.

Plaintiff's Demand  
for Judgment

Wherefore, Plaintiff demands judgment in the amount of \$33,544.36 against Defendant(s), plus post-judgment interest, and court costs to the extent permitted by applicable law.

PLACE

Defendant(s) personally appeared before me on this day and acknowledged according to my best knowledge and belief as follows:

ZWICKER & ASSOCIATES, P. C.  
ATTORNEYS AT LAW

I am a collection lawyer. I practice in DuPage County, IL. I am responsible for among other things, debt collection and催款. I have no connection with the Law Office of Robert E. Haney, Esq.

BY: Robert E. Haney

[ ]R. RYAN SCARFONE, ESQ., ARDC#

6315718

[ ]THOMAS MARCH, ESQ., ARDC# 6330082

[ ]J. EVERETT KARBIN, ESQ., ARDC#

6337700

[ ]ANGELICA HARB, ESQ., ARDC# 6320748

[ ]ALYSSA M. ROSCH, ESQ., ARDC# 6325833

XROBERT E. HANEY, ESQ., ARDC# 6189905

ZWICKER & ASSOCIATES, P.C.

A Law Firm Engaged in Debt Collection

R. RYAN SCARFONE, ESQ. as Lead Attorney  
for Plaintiff

5500 PEARL ST. SUITE 105

ROSEMONT, IL 60018

(847)678 9925

ILLINOISLITIGATION@ZWICKERPC.COM

Office hours: 8:00 AM and 5:00 PM  
Monday through Friday  
Dupage: 229977, Winnebago: 7614, Cook:  
44826

This affidavit is true and accurate copy of the original affidavit where applicable, combined  
with the Court's holding.

Dated:

10/17/2017 Exhibit C is a true and accurate copy of information obtained from Discover Bank's credit reporting system that shows the status between the lead attorney on the Law Office of Robert E. Haney, Esq. and the signing of this affidavit, the true and accurate information and status on the Law Office of Robert E. Haney, Esq.

Discover Bank has advised its customer of security concerns due to the United States Department of Justice's recent action. However, DPLC is unaware of this information prior to receipt of same and is not aware of any impact of the law on security. It is also unclear whether or to what extent this information would impact its own customers at present or in the future. DPLC is also advised that Discover Bank continues to be the normal entity of which the subject account of the Plaintiff is held. As of the time of the service of the demand or suit against the Plaintiff, the Law Office of Robert E. Haney, Esq. and DPLC, the above mentioned legal practitioner is not engaged in any of the attorney services of the Plaintiff. Plaintiff, according to the information furnished by Discover Bank, would retain the services of another law firm.

Affidavit In Support

**LOAN NUMBER:**  
**PREVIOUS LOAN NUMBER:**  
**TOTAL AMOUNT DUE:**  
**LOAN HOLDER(S):**

XXXXXXXXXXXX0119  
XXXXXXXX6119  
\$33,544.36  
BRITTANY JAMES

**STATE OF UTAH**  
**COUNTY OF SALT LAKE**

Sydney Capson, personally appeared before me, on this day and after being duly sworn, according to law, and upon my oath and states as follows:

I am a Litigation Support Specialist for **Discover Bank**, an FDIC insured Delaware State Bank. Discover Bank is responsible for, among other things, maintaining account records pertaining to Discover Student Loans and interacting with Discover Student Loan holders with regard to payments owed on those accounts.

THAT this affidavit is made on the basis of my personal knowledge derived from my review of the business records for the Loan Holder and in support of the Plaintiff's suit on account against the Loan Holder(s).

THAT, in my capacity as Litigation Support Specialist, I have knowledge regarding, and access to, records regarding the above referenced Discover Student Loan, identified by the above referenced redacted Loan Number (hereinafter, "Loan"), and above referenced Loan Holder(s). Discover Bank maintains these records in the ordinary course of its business, and the records are updated with information on events (such as the initial funding of the loan and payments on the Loan) by individuals with personal knowledge of those events or by automated processes that track such events at or near the time that the events occur. I have personally inspected the records pertaining to the Loan of the Loan Holder(s) including the application, promissory note, and where applicable the co-signer addendum, the balance due on the Loan and whether the Loan Holder(s) have made payments on that balance.

THAT the Loan is in default because the Loan Holder(s) have not paid the amounts due and owing to Discover Bank on the Account.

THAT Exhibit A is a true and accurate copy of the student loan Application completed by the Loan Holder(s).

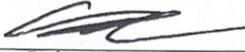
THAT Exhibit B is a true and accurate copy of the Co-Signer Addendum (where applicable) completed by the Loan Holder(s).

THAT Exhibit C is a true and accurate copy of information retrieved from Discover Bank's record-keeping system that shows the current balance due and owing on the Loan Holder(s)' Loan. That as of the signing of this affidavit, the true and correct amount due and owing on the Loan is \$33,544.36.

Discover Bank has access to a system of records maintained by the United States Department of Defense, which allows Discover Bank to ascertain whether a particular person is engaged in active duty in any branch of the U.S. military. It is the regular practice of Discover Bank to query this system with respect to any loan holder(s) prior to initiating a collection action against that Loan Holder(s), and Discover Bank maintains records in the normal course of its business that indicate the results of that query. Based on my review of the account records applicable to Loan Holder(s), to the best of my knowledge and belief the above referenced Loan Holder(s) is not engaged in any of the military services of the United States. Further, according to the records maintained by Discover Bank, which include the address associated to

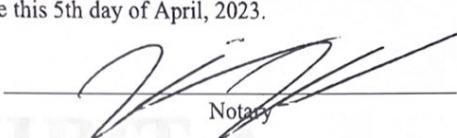
which account statements are sent, the Loan Holder(s) is a resident of the State and of the County in which this action has been filed.

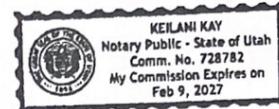
I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

  
Sydney Capson

Litigation Support Specialist

SUBSCRIBED TO AND SWORN TO before me this 5th day of April, 2023.

  
Notary



## **EXHIBIT A**

ଶାନ୍ତି



STUDENT LOANS

**CERTIFIED PRIVATE LOAN APPLICATION AND PROMISSORY NOTE**  
**APPLICATION (TO BE COMPLETED BY STUDENT)**

Discover® Student Loans  
 PO Box 30947  
 Salt Lake City, UT 84130-0947  
 1-877-728-3030

Name (Last, First, Middle Initial) <b>JAMES BRITTANY</b>	2. Social Security Number [REDACTED]	3. Date of Birth MM DD YY [REDACTED]
4. Permanent Street Address (No P.O. Box) <b>1132 HOLLINGSWOOD</b>	5. Street Address While in School (all correspondence will be sent to this address) <b>313 N LINN</b>	
City, State, ZIP Code <b>NAPERVILLE IL 60564</b>	City, State, ZIP Code <b>IOWA CITY IA 52242</b>	Telephone Number (including area code) [REDACTED]
6. Driver's License Number and State of Issuance [REDACTED] IL	7. Email Address [REDACTED]	9. LOAN AMOUNT REQUESTED: <b>25,000 .00</b> (PLEASE INITIAL ANY CHANGES AND DO NOT USE CORRECTION FLUID)
8. Citizenship (check only one) <input type="checkbox"/> U.S. Citizen <input type="checkbox"/> Permanent Resident <small>(Attach a copy of the front &amp; back of your Registration Card)</small>	10. Personal References <small>Full Name of Parent or Adult Relative</small> <b>ROBERT JAMES</b> Street Address <b>1132 HOLLINGSWOOD</b> City, State, ZIP Code <b>NAPERVILLE IL 60564</b> Telephone Number (including area code) [REDACTED]	
	ERIN MCGOVERN Street Address <b>2307 FLAT ROCK</b> City, State, ZIP Code <b>NAPERVILLE IL 60564</b> Telephone Number (including area code) [REDACTED]	

## 11. NOTICE TO STUDENT BORROWER

For purposes of this notice, "you" refers to the student borrower not the lender: a) Do not sign any of your loan documents before you read them, including the writing on subsequent pages, even if otherwise advised; b) Do not sign any of your loan documents if they contain any blank spaces; c) You are entitled to an exact copy of any agreement you sign; d) You have the right at any time to pay in advance without penalty the unpaid balance due under this agreement and you may be entitled to a partial refund of the finance charge; e) Caution - It is extremely important that you thoroughly read the contract before you sign it.

You, the student, have reviewed and understand the information contained on this application and promissory note, and you certify that it is true and accurate to the best of your knowledge and belief. You have read and understand your responsibilities and rights as described on this application and promissory note. You understand that your lender will be Discover Bank, and that you will be legally obligated to the terms contained on this application and promissory note, in accordance with the "HOW YOU AGREE TO THE TERMS OF THIS LOAN" section. You also understand that you may be required to obtain an eligible cosigner.

You certify that you have been accepted for enrollment or are enrolled in a graduate educational program or a 4 or 5 year undergraduate educational program. By preparing, signing, and submitting this application, you request that we, Discover Bank, make this education loan in the amount and on the terms described on this application and promissory note. You authorize us to check and investigate the information included on this application, including, but not limited to, obtaining a credit report from a consumer credit reporting agency. You authorize us to electronically transmit the proceeds of this loan to the school directly, if this is the method preferred by the school. You authorize us to release information regarding any of your outstanding education loans to members of your immediate family.

SIGNATURE OF STUDENT DATE Enrollment period for this loan (not to exceed 12 months)  
 Consent: 9/9/2009 10:58:42 AM E-SIGNED 9/9/2009 from \_\_\_\_\_ to \_\_\_\_\_  
 MM YY MM YY  
 Authentication: Sep 9 2009 10:58AM 3335956670021252511927686

## APPLICATION (TO BE COMPLETED BY SCHOOL OFFICIAL)

12. School Name	13. School Code	Branch Code	14. Telephone Number (including area code) [REDACTED]
15. Requested Disbursement Dates & Amounts (MM/DD/YY) <small>(will be equally disbursed unless requested otherwise)</small>	16. Loan Period from / / to / / / / <small>(This area intentionally left blank)</small>	17. Loan Type <input checked="" type="checkbox"/> Graduate / Undergraduate Studies	
disb #1 / /	18. Certified Loan Amount		
disb #2 / /			
disb #3 / /	19. Grade Level (circle one)	Undergraduate Program of Study:	1 2 3 4 5
disb #4 / /	20. Anticipated Graduation Date MM DD YY	Graduate Program of Study:	A B C D

21. You, the school official, hereby certify that the student named on this application is accepted for enrollment or is enrolled and in good standing and is making satisfactory progress in a state accredited graduate educational program or a 4 or 5 year undergraduate educational program, that the student is eligible for this loan, and that the loan amount does not exceed the student's cost of attendance (less other financial aid). You further certify that the information provided on this application is true, complete, and correct to the best of your knowledge and belief.

SIGNATURE OF SCHOOL OFFICIAL

DATE

 Check box if application is electronically submitted

PROMISSORY NOTE

HIS PROMISSORY NOTE CONTAINS AN ARBITRATION PROVISION. UNLESS YOU ACT PROMPTLY TO REJECT THE ARBITRATION PROVISION, IT WILL HAVE A SUBSTANTIAL IMPACT ON YOUR RIGHTS, INCLUDING YOUR RIGHT TO A JURY TRIAL AND YOUR RIGHT TO PURSUE OR PARTICIPATE IN A CLASS ACTION. YOU MAY REJECT THE ARBITRATION PROVISION AS EXPLAINED IN THE "ARBITRATION OF DISPUTES" SECTION BELOW.

**A. PARTIES:**

The words "Lender", "we", "our" and "us" mean Discover Bank. The words "Borrower", "you" and "your" refer to the Student and any Cosigner. The "Student" is the student whose education this loan is used to finance. The "Cosigner" is another person, other than the Student, who agrees to be bound by all of the terms and conditions of this application and promissory note. Upon agreement to the terms of this loan, both the Student and any Cosigner will be liable, individually and together, for the full amount of the loan, plus interest and other charges. The "School" is the college or university that is approved by us and that the Student attends or will attend.

**B. OTHER DEFINITIONS:**

"Principal" is the amount disbursed to you or on your behalf.

"Capitalization" is the adding of accrued and unpaid interest to the outstanding principal balance of this loan. Thereafter, interest will accrue on the new principal balance including the capitalized interest.

"Deferred Phase" is the phase of the loan during which no payment of principal or interest is required. The Deferred Phase will begin on the date the loan is first disbursed and will end as described in the Disclosure Statement we will send to you.

"Disclosure Statement" is a Truth-in-Lending Disclosure Statement that we will send to you as required by federal law.

"Note" is this application and promissory note.

"Program" is the Discover® Student Loans program.

"Repayment Phase" is the phase of the loan during which repayment is required. The Repayment Phase will begin on the day after the Deferred Phase ends and will continue for 180 months if you are an undergraduate student or 240 months if you are a graduate student, provided that the term may be shortened or extended as described in the "INTEREST" and "REPAYMENT TERMS AND CAPITALIZATION OF INTEREST" sections below. If you have previously borrowed under the Program, you consent and agree that the Repayment Phase of your previous loans will be the same as the Repayment Phase of this loan. The length of the Repayment Phase is subject to limitations on the period of repayment under applicable law.

**C. IDENTITY VERIFICATION:**

To help the government fight the funding of terrorism and money-laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who applies for a loan. What this means to you: when you apply for a loan, we will ask for your name, address, date of birth, Social Security number, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**D. CONSUMER CREDIT REPORTS:**

We may request your consumer credit report at any time before you repay your loan in full. If you request, we will tell you whether or not we requested a consumer credit report and furnish the name and address of the consumer credit reporting agency that was used. We may also report information about your loan to consumer credit reporting agencies. Late payments, missed payments or other defaults on your loan may be reflected in your consumer credit report. If you believe that information about your loan that we have reported to a consumer credit reporting agency is inaccurate, or if you believe that you have been the victim of identity theft in connection with this or any other loan made by us, write to us at Discover Student Loans, PO Box 30947, Salt Lake City, UT 84130-0947. In your letter, 1) provide your name and the loan or account number, 2) identify the specific information that is being disputed, 3) explain the basis for the dispute, and 4) provide any supporting documentation that you have that substantiates the basis of the dispute.

**E. PRIVACY:**

Our Privacy Policy includes a summary of the personal information we collect, when it may be shared with others (including when it may be shared with our affiliates for marketing purposes), how we safeguard the confidentiality and security of information, and the steps you may take to limit our sharing of such information with others. Our personnel may listen to or record telephone calls between you and our representatives without notice to you as permitted by law. You consent that we may contact you about your loan by e-mail, using any e-mail address you have provided to us or that you provide to us in the future, by telephone, via text message or using automated telephone equipment and prerecorded telephone calls to call you, by using any telephone number you have provided to us or that you provide to us in the future, even if that number is a cellular telephone number.

**F. HOW YOU AGREE TO THE TERMS OF THIS LOAN:**

With respect to each disbursement of loan proceeds, you agree to all the terms and promises in this Note when you consummate the loan by either: 1) endorsing a check which disburses such proceeds; or 2) by, without objection within 60 days, permitting the proceeds to be used by you or on your behalf. You are not bound to the terms and promises in this Note until the loan is consummated.

**G. DISBURSEMENT OF LOAN PROCEEDS:**

The loan proceeds will be disbursed as determined by us. Disbursements may be made by one or more checks payable jointly to you and to the School, or by one or more checks payable only to the School, or by electronically transmitting funds directly to the School. You authorize the School to apply the proceeds to your student account at the School and to return any portion of proceeds that exceeds the amount necessary to pay the actual costs of attendance (less other financial aid) directly to us as a partial prepayment of this loan.

**H. YOUR PROMISE TO PAY:**

You promise to pay to the order of the Lender the Principal amount, interest accrued or capitalized on the Principal amount, late charges, returned payment charges, and all other amounts that may become due under this Note. You also promise to pay all reasonable costs of collection, as permitted

by law, including attorney fees, court costs, and the costs of outside collection agencies. You promise to make each payment on or before the date that it is due. You promise to make the payments at the place or to mail the payments to the address specified by us. Your failure to receive either a coupon book or a statement shall not excuse your obligation to make payments according to this Note. On the date that the last installment of principal becomes due under the terms of this Note, you promise to pay any other accrued and unpaid amounts. We can accept late payments, partial payments, or checks and money orders marked "payment in full" or with any other restrictive endorsement without losing any of our rights under this Note.

**I. INTEREST:**

You agree to pay interest on the principal amount of the loan from the time the proceeds are disbursed until the principal balance is paid in full. Interest will be calculated as described in this section.

1) **Interest Calculated Daily:** Interest will be calculated on a daily basis according to the outstanding principal balance each day of the loan term. The daily interest rate is equal to the annual interest rate in effect on that day, divided by the number of days in that calendar year. Because interest is calculated on a daily basis, you understand that the amount of interest you pay will vary based on the number of days between your previous payment and your current payment.

2) **Variable Interest Rate:** The interest rate for this loan will change quarterly on each January 1st, April 1st, July 1st, and October 1st (i.e., interest rate change date) if the Prime Index changes. We will notify you of any changes in the interest rate if required by law.

3) **Prime Index:** The Prime Index is the highest rate of interest listed as the "prime rate" in the Money Rates section of *The Wall Street Journal* on the first Friday of the calendar month preceding the interest rate change date. If *The Wall Street Journal* is not published or the prime rate is not listed on the first Friday, then we will use the next published value of the prime rate as the Prime Index. The Prime Index is merely a pricing index and does not represent the lowest or best interest rate available to a borrower at any bank at any given time.

4) **Interest Rate Calculation:** The interest rate during the Deferred Phase and the Repayment Phase is calculated as the Prime Index plus the "Margin" percentage identified on your Disclosure Statement (which is incorporated into this Note), rounded up to the nearest one-one hundredth of one percent (0.01% or 0.0001). If the Prime Index is no longer available, we will substitute an index which is comparable, in our sole opinion, and we may adjust the Margin so that the resulting interest rate is comparable to the rate described in this paragraph. The interest rate will never be higher than 18% per year. The interest rate that will initially be applicable to this loan will be calculated the same way as subsequent changes. A change in the interest rate may cause the amount of the final payment to change, may cause the amount of the monthly payments to increase, or may cause the number of payments to change.

5) **Interest after Maturity and Judgment:** Unless prohibited by applicable law, interest at the rate provided in this Note shall continue to accrue on the unpaid balance until it is paid in full, even after maturity (whether by acceleration or otherwise) and/or judgment, if the judgment is entered against you for the amount due. If at any time the rate of interest as provided in this paragraph is not

mitted by applicable law, interest shall, in that event and at that time, accrue at the highest rate provided by applicable law.

#### REPAYMENT TERMS AND CAPITALIZATION INTEREST:

**Deferred Phase:** Interest will accrue but you are required to make payments during the Deferred Phase. We will capitalize the accrued and unpaid interest at the beginning of the Repayment Phase.

**Repayment Phase:** You are required to make payments during the Repayment Phase in consecutive, monthly installments until you pay the principal, interest, and all other charges owed under this Note.

**i) Payment Due Dates:** Payments will be due monthly on the same day of each month as determined by us and as contained in the Disclosure Statement which you will receive prior to the start of the Repayment Phase. The first payment in the Repayment Phase will be due approximately thirty (30) days, but not more than sixty (60) days, after the start of the Repayment Phase.

**4) Calculation of Initial Payment Amount:** At the start of the Repayment Phase, we will calculate the payment amount necessary to amortize the outstanding loan balance, including capitalized interest, at the current interest rate in equal installments over the number of months in the Repayment Phase. This scheduled monthly payment will not be less than fifty dollars (\$50.00).

**5) Changes in Payment Amount:** The amount of the scheduled monthly payment will not decrease, but it may increase once per year in order to amortize the new outstanding loan balance at the then current interest rate in equal monthly installments by the end of the Repayment Phase. We will inform you in advance of any change in scheduled monthly payment.

**6) Application of Payments:** Payments will be applied first to late charges and returned payment charges, then to accrued interest, and then to principal. Under some circumstances, the payment amount may not cover the interest that accrues and the unpaid interest will be added to the principal balance of the loan.

**7) Amounts Owing at the End of the Repayment Phase:** Since interest accrues daily upon the outstanding principal balance of the loan, if the interest rate changes or if you make payments after the payment due dates, you may owe principal, interest, and/or other charges at the end of the Repayment Phase. In this case, we will increase the amount of the last monthly payment by the amount necessary to repay the loan in full. However, the amount of the final payment will not be more than twice the amount of the previous payment. If necessary, we will increase the number of payments.

**8) Combination:** At our option, all outstanding loans that are made under the Program and that are in the Repayment Phase may be combined for the purposes of repayment.

#### K. BILLING STATEMENTS:

If we choose to send periodic billing statements or other periodic statements of the loan, you agree that the information contained on the statement will be considered as accepted by you and true unless you notify us to the contrary within sixty (60) days after receipt.

#### L. PREPAYMENT:

You may prepay, in full or in part, the amount owed on this Note at any time without penalty. If you prepay the loan in part, you agree to continue to make regularly scheduled payments until all

amounts due under this Note are paid. If you have more than one Note outstanding under the Program, unless you otherwise specify, prepayments will be applied to loans in any order we determine.

#### M. RETURNED PAYMENT CHARGES:

If a payment or any portion of a payment is returned by your financial institution, including a debit transaction to a deposit account from which you authorized us to periodically deduct payments, you agree to pay us a returned payment charge of ten dollars (\$10.00).

#### N. LATE CHARGES:

If a payment or any portion of a payment is not paid within fifteen (15) days of its due date, you agree to pay, as a late charge the greater of five dollars (\$5.00) or five percent (5%) of the entire payment that was not paid in full. However, no late charges will be due if the reason for the late payment is either: 1) attributable to a late charge assessed on a prior payment; or 2) because, after default by you, the entire outstanding balance on this Note is due. No more than one (1) late charge will be imposed for any single scheduled payment.

#### O. DEFAULT - WHOLE LOAN DUE:

If you are in default, the entire outstanding balance on this Note will be due immediately at our option. This will happen without any prior notice to you or right to cure, except where required by law. A default on this Note is a default on every other note, loan, or agreement of yours with us. Further, if you are in default and we file suit or take other action to collect this loan, you agree to pay the costs of suit and the costs of collection (including the costs of outside collection agencies) and, if permitted by law, reasonable attorneys' fees. You will be in default for any of the following reasons:

- 1) if you do not make any payment before or on the date it is due;
- 2) if you default on any promise made in this Note or any other note, loan, or agreement with us;
- 3) if you have made any untrue statement or misrepresentation in this application or any other certificate or document given or made for this loan;
- 4) upon the death of the Student;
- 5) upon the death of any Cosigner, if the Student is unable to provide another Cosigner acceptable to us;
- 6) if in good faith we believe that the prospect of you paying this Note is impaired;
- 7) if you fail to provide, at our request, adequate verification of enrollment status;
- 8) if you fail to use the proceeds of the loan solely for your educational expenses;
- 9) if you become insolvent and/or cannot pay your debts as they become due;
- 10) if any other creditor tries by legal process to take any of your money or property in our possession;
- 11) if you file a bankruptcy petition or if anyone files an involuntary bankruptcy petition against you;
- 12) if you make an assignment for the benefit of creditors, or if any insolvency, reorganization, arrangement, debt adjustment, receivership, trusteeship, liquidation, or other legal or equitable proceedings are instituted by or against you; or
- 13) if any judgment, tax lien, municipal charge or tax levy is filed or a writ of execution is issued against you.

#### P. GENERAL WAIVER PROVISIONS:

You waive presentation for payment, demand, protest, notice of protest, dishonor, and all other notices or demands in connection with the delivery,

of this Note. You further waive any right to require due diligence in collection by us.

#### Q. ASSIGNMENT:

You may not assign or otherwise transfer your rights under this Note to anyone else. We may sell, transfer, or assign this Note and your rights and obligations under this Note will continue unchanged.

#### R. DELAY IN ENFORCEMENT:

We can delay enforcing any rights under this Note without losing any rights. Our failure to enforce any right under this Note will not act as a waiver of that right or preclude the exercise of that right in the event of a future occurrence of the same event. We can also extend or defer the time allowed for making payments at your request, and such extension will not affect your obligations, whether or not you are given notice of the extension.

#### S. NOTICES AND ADDRESSES:

- 1) You agree to send a written notice to us within ten (10) days after any change in your name, address, or School enrollment status.
- 2) Any notice or communication with us required or permitted under the Federal Bankruptcy Code must be in writing, must include your loan number and must be sent to Discover Student Loans, PO Box 30947, Salt Lake City, UT 84130-0947.
- 3) Prior to initiating, joining or participating in any judicial or arbitration proceeding, whether individually, as a class representative or participant or otherwise, regarding any Claim, the party asserting the Claim (the "Claimant") shall give the other party written notice of the Claim (a "Claim Notice") and a reasonable opportunity, not less than 30 days, to resolve the Claim. Any Claim Notice you send must include your name, address, telephone number and account number. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. You may only submit a Claim Notice on your own behalf and not on behalf of any other party. The Claimant must reasonably cooperate in providing any information about the Claim that the other party reasonably requests. This provision includes any claims involving our parent corporation, subsidiaries, affiliates (including, without limitation, Discover Financial Services and DFS Services LLC), predecessors, successors, assigns, as well as the officers, directors, and employees of each of these entities (our "Related Parties"). You will send any Claim Notice to us at Discover Student Loans, PO Box 30947, Salt Lake City, UT 84130-0947 or such other address that we subsequently provide to you (the "Claim Notice Address"). We will send any Claim Notice to you at your address appearing in our records or, if you are represented by counsel, to your attorney at your attorney's office.
- 4) Any other notice, which you send to us, will be sent to the address that we have most recently provided to you for that purpose. If we have not provided any other address, you will send notices to us at the address as set forth on the Disclosure Statement or the billing statements.
- 5) Except as otherwise provided by applicable law, any notice that we are required to give to you will be effective when mailed by first class U.S. Mail to your latest address in our records.

#### T. ARBITRATION OF DISPUTES:

- 1) **Agreement to Arbitrate:** In the event of any past, present or future claim or dispute (whether based upon contract, tort, statute, common law or equity) between you and us arising from or relating to your loan, any prior loan you have had with us, your application, the relationships which result from your loan, or the enforceability or scope of this

arbitration provision, of the Agreement or of any proceeding where such a payment or becomes unenforceable, it will not make any other part unenforceable, except that if the Class Action Waiver set forth above in the "ARBITRATION OF DISPUTES" section is invalidated in any proceeding in which you and we are involved, then the "ARBITRATION OF DISPUTES" section will be void with respect to that proceeding.

4) **Arbitration Hearings and Decisions:** Any arbitration hearing will take place in the federal judicial district where you reside. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and shall be authorized to award all remedies permitted by the substantive laws that would apply if the action were pending in court. If requested by any party, the arbitrator shall write an opinion containing the reasons for the award. The arbitrator's decision will be final and binding except for any appeal rights under the FAA and except that if the amount in controversy exceeds \$100,000.00, any party may appeal the award within 30 days to a three-arbitrator panel, which shall review the award de novo. Unless applicable law provides otherwise, the appealing party will pay the cost of the appeal, regardless of its outcome. However, we will consider in good faith any reasonable request for us to bear the fees charged by the arbitration administrator and the arbitrators in connection with the appeal. Judgment upon any award by the arbitrator may be enforced in any court having jurisdiction.

5) **Other Beneficiaries of This Arbitration Provision:** Our rights and obligations under this arbitration provision shall inure to the benefit of and be binding upon our parent corporations, subsidiaries, affiliates (including, without limitation, Discover Financial Services and DFS Services LLC), predecessors, successors, assigns, as well as the officers, directors, and employees of each of these entities, and will also inure to the benefit of any third party named as a co-defendant with us or with any of the foregoing in a claim which is subject to this arbitration provision. Your rights and obligations under this arbitration provision shall inure to the benefit of and be binding upon all persons contractually liable under this Agreement.

6) **Survival of This Arbitration Provision:** This arbitration provision shall survive termination of your loan as well as voluntary payment in full by you, any legal proceedings by us to collect a debt owed by you, any bankruptcy by you, and any sale by us of your loan.

7) **Right to Reject Arbitration:** You may reject the "ARBITRATION OF DISPUTES" section by providing us a notice of rejection within 30 days after consummation of your loan at the following address: Discover Student Loans, PO Box 30947, Salt Lake City, UT 84130-0947. If you were previously subject to arbitration with respect to any loan with us, this right to reject arbitration will not apply to you. Your rejection notice must include your name, address, telephone number, loan number and signature and must not be sent with any other correspondence. Calling us to indicate that you reject the "ARBITRATION OF DISPUTES" section or sending a rejection notice in a manner or format that does not comply with all applicable requirements is insufficient notice. In order to process your notice, we require that the notice be provided by you directly and not through a third party. Rejection of arbitration will not affect your other rights or responsibilities under this Note or your obligation to arbitrate disputes under any other loan as to which you and we have agreed to arbitrate disputes. If you do not send a rejection notice, you will be obligated by the "ARBITRATION OF DISPUTES" section with respect to this and any prior loan you have had with us, even if you have previously sent a rejection notice with respect to that prior loan.

8) **Legal Interpretation of This Agreement**  
**Severability:** If any part of this arbitration provision

#### U. GOVERNING LAW:

This Note and any claim or dispute arising out of this Note will be governed by applicable federal law and, to the extent state law applies, Delaware law, without regard to its conflict of law rules.

#### V. RESIDENTS OF CALIFORNIA, OHIO, OR WISCONSIN:

1) **California Residents:** A married applicant may apply for a separate account.

2) **Ohio Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all credit-worthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

3) **Wisconsin Residents:** If you are a married Wisconsin resident, your signature confirms that this loan obligation is being incurred in the interest of your marriage or family. No provision of any marital property agreement (i.e., premarital agreement), unilateral statement under Section 766.59 of the Wisconsin Statutes, or court decree under Section 766.70 of the Wisconsin Statutes adversely affects the interest of the Lender unless the Lender, prior to the time that the loan is approved, is furnished with a copy of the marital property agreement, a statement, a decree, or has actual knowledge of the adverse provision. If the loan for which you are applying is granted, you will notify us if you have a spouse who needs to receive notification that credit has been extended to you.

#### W. EFFECT OF PARTIAL INVALIDITY:

If any of the provisions of this Note are rendered invalid by any change in applicable law or regulations, or are declared invalid by order, decree, or judgment of a court or government agency of competent jurisdiction, the remaining provisions of this Note will not be affected, and this Note will be construed as if such invalid provisions had not been inserted into this Note.

# **EXHIBIT C**

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EXHIBIT C

Borrower Name: BRITTANY JAMES  
 Date: 3/31/2023

New Loan Number: 0119  
 Old Loan Number: 6119

Effective Date	Description	Amount	Principal	Interest	Fee	Principal Balance
9/11/2009	New disbursement	\$12,500.00	\$12,500.00	\$0.00	\$0.00	\$12,500.00
1/8/2010	New disbursement	\$12,500.00	\$12,500.00	\$0.00	\$0.00	\$25,000.00
2/13/2011	Repayment Start	--	--	--	\$0.00	--
2/13/2011	Interest capitalization	\$3,469.52	\$3,469.52	\$3,469.52	\$0.00	\$28,469.52
3/21/2011	Payment	\$323.58	\$17.44	\$306.14	\$0.00	\$28,452.08
4/25/2011	Payment	\$323.58	\$30.28	\$293.30	\$0.00	\$28,421.80
5/25/2011	Payment	\$323.58	\$72.46	\$251.12	\$0.00	\$28,349.34
6/25/2011	Payment	\$323.58	\$64.74	\$258.84	\$0.00	\$28,284.60
7/25/2011	Payment	\$323.58	\$73.67	\$249.91	\$0.00	\$28,210.93
7/26/2011	Forbearance Start	--	--	--	\$0.00	--
8/25/2011	Forbearance End	--	--	--	\$0.00	--
8/26/2011	Interest capitalization	\$265.87	\$265.87	\$265.87	\$0.00	\$28,476.80
10/15/2011	Payment	\$328.10	\$0.00	\$328.10	\$0.00	\$28,476.80
11/15/2011	Payment	\$328.10	\$0.00	\$328.10	\$0.00	\$28,476.80
11/29/2011	Forbearance Start	--	--	--	\$0.00	--
12/28/2011	Forbearance End	--	--	--	\$0.00	--
1/17/2012	Payment	\$128.10	\$0.00	\$128.10	\$0.00	\$28,905.69
1/17/2012	Interest capitalization	\$428.89	\$428.89	\$428.89	\$0.00	\$28,818.63
1/30/2012	Payment	\$200.00	\$87.06	\$112.94	\$0.00	\$28,818.63
3/15/2012	Payment	\$135.43	\$0.00	\$135.43	\$0.00	\$28,818.63
4/6/2012	Payment	\$335.43	\$0.00	\$335.43	\$0.00	\$28,592.64
4/25/2012	Grad rewards payments	\$500.00	\$225.99	\$274.01	\$0.00	\$0.00
4/26/2012	Forbearance Start	--	--	--	\$0.00	--
6/25/2012	Forbearance End	--	--	--	\$0.00	--
7/6/2012	Forbearance Start	--	--	--	\$0.00	--
9/5/2012	Forbearance End	\$175.00	\$0.00	\$175.00	\$0.00	\$28,592.64
10/15/2012	Payment	\$175.00	\$0.00	\$175.00	\$0.00	\$28,592.64
10/29/2012	Payment	--	--	--	\$0.00	--
1/29/2013	Forbearance Start	--	--	--	\$0.00	--
3/15/2013	Payment	\$512.00	\$0.00	\$512.00	\$0.00	\$28,592.64
4/1/2013	Payment	\$292.00	\$0.00	\$292.00	\$0.00	\$28,592.64
5/1/2013	Payment	\$271.26	\$0.00	\$271.26	\$0.00	\$28,592.64
6/28/2013	Forbearance End	--	--	--	\$0.00	--
6/29/2013	Forbearance Start	--	--	--	\$0.00	--
8/28/2013	Forbearance End	--	--	--	\$0.00	--
8/29/2013	Forbearance Start	--	--	--	\$0.00	--
10/31/2013	Payment	\$375.47	\$0.00	\$375.47	\$0.00	\$28,592.64
11/22/2013	Payment	\$341.35	\$0.00	\$341.35	\$0.00	\$28,592.64
12/31/2013	Payment	\$360.00	\$0.00	\$360.00	\$0.00	\$28,592.64
1/28/2014	Forbearance End	--	--	--	\$17.06	\$28,592.64
3/3/2014	LATE FEE ASSESSMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$28,592.64
3/3/2014	Payment	\$228.72	\$0.00	\$211.66	\$0.00	\$28,592.64
3/3/2014	Payment	\$341.35	\$0.00	\$341.35	\$0.00	\$28,592.64
3/28/2014	Payment	\$341.35	\$0.00	\$341.35	\$0.00	\$28,592.64
5/9/2014	Payment	--	--	--	\$0.00	--
7/28/2014	Forbearance Start	--	--	--	\$0.00	--
8/29/2014	Payment	\$366.94	\$0.00	\$366.94	\$0.00	\$28,592.64
9/12/2014	Payment	\$366.94	\$0.00	\$366.94	\$0.00	\$28,592.64
9/25/2014	Payment	\$275.81	\$0.00	\$275.81	\$0.00	\$28,592.64
9/29/2014	Forbearance End	--	--	--	\$0.00	\$31,832.51
9/30/2014	Interest capitalization	\$-3,239.87	\$-3,239.87	\$3,239.87	\$0.00	\$0.00
10/7/2014	Reduced Payment Program Start	--	--	--	\$34.12	\$31,832.51
10/28/2014	LATE FEE ASSESSMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$31,832.51
10/28/2014	Payment	\$275.81	\$0.00	\$241.69	\$0.00	\$31,832.51
12/5/2014	Payment	\$275.81	\$0.00	\$275.81	\$0.00	\$0.00
3/29/2015	Forbearance Start	--	--	--	\$0.00	--
4/7/2015	Reduced Payment Program End	--	--	--	\$0.00	--
4/24/2015	Payment	\$410.00	\$0.00	\$410.00	\$0.00	\$31,832.51
5/8/2015	Payment	\$396.21	\$0.00	\$396.21	\$0.00	\$31,832.51
5/11/2015	Payment	\$396.21	\$0.00	\$396.21	\$0.00	\$31,832.51
5/28/2015	Forbearance End	--	--	--	\$0.00	\$32,424.58
5/29/2015	Forbearance Start	--	--	--	\$0.00	--
5/29/2015	Interest capitalization	\$-592.07	\$-592.07	\$592.07	\$0.00	\$34,232.36
11/28/2015	Forbearance End	--	--	--	\$0.00	\$0.00
11/28/2015	Interest capitalization	\$-1,807.78	\$-1,807.78	\$1,807.78	\$0.00	\$34,232.36
11/30/2015	CHARGE OFF	\$34,232.36	\$34,232.36	\$0.00	\$0.00	\$33,888.36
11/30/2015	CHARGE OFF LOAN EST	\$34,232.36	\$34,232.36	\$0.00	\$0.00	\$33,716.36
3/29/2016	PAYMENT	\$344.00	\$344.00	\$0.00	\$0.00	\$33,544.36
3/11/2016	PAYMENT	\$172.00	\$172.00	\$0.00	\$0.00	\$33,544.36
3/25/2016	PAYMENT	\$172.00	\$172.00	\$0.00	\$0.00	\$33,544.36

Current Balance \$33,544.36

## EXHIBIT C