

## CONSUMER LOAN AGREEMENT - CLOSED-END



LOAN NUMBER	TRANSACTION DATE	PRINCIPAL AMOUNT	MATURITY DATE	INTEREST RATE
012013160777	September 30, 2021	\$32,099.00	September 30, 2026	4.500%
LOAN PURPOSE: Automobile loans				

### BORROWER INFORMATION

Maria P Bbmbyxbcl  
6875 Xyktqrlcm St  
Ruston, LA 71270

**LOAN AGREEMENT.** This Consumer Loan Agreement will be referred to in this document as the "Agreement" or "Note" and includes any extensions, renewals, modifications, and substitutions of this Agreement.

**LENDER.** "Lender," "you" or "your" means Hancock Whitney Bank whose address is 2510 14th Street, Gulfport, Mississippi 39501, its successors and assigns.

**BORROWER.** "Borrower," "I," "my" or "me" means each person who signs this Note.

**PROMISE TO PAY.** I promise to pay, according with the terms below, on or before the Maturity Date, the principal amount of Thirty-two Thousand Ninety-nine and 00/100 Dollars (\$32,099.00) and all interest on the outstanding principal balance and any other charges, including service charges. I shall pay such amounts to the order of Lender at its office at the address noted above or at such other place as Lender may designate in writing. I will make all payments in lawful money of the United States of America. I understand that the Lender may, at its option, transfer this Note.

### TRUTH IN LENDING DISCLOSURE

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of my credit as a yearly rate is <b>4.627%</b>	The dollar amount the credit will cost me is <b>\$3,904.80</b>	The amount of credit provided to me or on my behalf is \$31,998.00	The amount I will have paid after I have made all payments as scheduled is \$35,902.80

**PAYMENT SCHEDULE.** This loan will be paid according to the following schedule: 60 consecutive payments of principal and interest in the amount of \$598.38 beginning on October 30, 2021 and continuing on the same day of each month thereafter. The unpaid principal balance of this Note, together with all accrued interest and charges owing in connection therewith, shall be due and payable on the Maturity Date.

**SECURITY.** A security interest in the following: motor vehicle.

Collateral securing other loans with Lender may also secure this loan. To the extent collateral previously has been given to Lender by any party which may secure this loan, whether directly or indirectly, it specifically agreed that, to the extent prohibited by law, all such collateral consisting of household goods, principal dwellings, or properties located in a Special Flood Hazard Area will not secure this loan. In addition, if any collateral requires the giving of a right of rescission under Truth in Lending for this loan, such collateral also will not secure this loan unless and until all required notices of that right have been given.

**LATE PAYMENT CHARGE.** If I fail to pay any payment under this Note, in full, within 10 days of when due, I agree to pay Lender a late payment fee in an amount equal to 5.000% of the unpaid portion of the regularly scheduled payment, or \$10.00, whichever is greater. Late charges will not be assessed following declaration of default and acceleration of the maturity of this Note.

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

**ADDITIONAL CONTRACT TERMS.** See below for further information about nonpayment, default, the right to accelerate the maturity of the obligation, and prepayment rebates and penalties.

**FINANCE CHARGE BREAKDOWN.** The following charges and fees are included under the Finance Charge of the Truth-in-Lending Disclosure above:

Interest \$3,803.80

Origination Fee	99.00
UCC Vendor Termination Fee	1.00
UCC Fee	1.00
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Finance Charge	\$3,904.80

**ITEMIZATION OF AMOUNT FINANCED.** The Itemization of Amount Financed is presented below as requested by me.

DESCRIPTION	DOLLAR AMOUNT
Amounts Paid to Others on Borrower's Behalf (itemized below)	
Purchase Money to Selly McSellerton	32,000.00
Amount Given Directly to Borrower	0.00
Prepaid Finance Charges (itemized below)	101.00
Origination Fee	99.00
UCC Vendor Termination Fee	1.00
UCC Fee	1.00
<b>Total Amount Financed</b>	<b>\$31,998.00</b>

**FEES AND CHARGES.** I agree that the following fees and charges are payable, or have been paid, in connection with my Agreement.

BORROWER PAID FEES	DOLLAR AMOUNT
UCC1 Jurisdiction	\$1.00

#### INTEREST.

**Interest Rate and Scheduled Payment Changes.** Interest will begin to accrue on the date of this Note. The interest rate on this Note will be fixed at 4.500 % per annum.

**Compliance with Law.** Nothing contained herein shall be construed as to require the Borrower to pay interest at a greater rate than the maximum allowed by law.

**Accrual Method.** Interest on this Note is calculated on a 365/365 basis; that is, by applying the ratio of the interest rate over the number of days in a year (366 during leap years), multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method .

**SECURITY AGREEMENT.** To secure repayment of my loan, a security interest in the collateral listed below has been granted to Lender:

- 2019 ford f150, VIN 4h5f1h65f16h5g.

Collateral securing other loans with us may also secure this loan. To the extent collateral previously has been given to Lender by any person which may secure this loan, whether directly or indirectly, it is specifically agreed that, to the extent prohibited by law, all such collateral consisting of household goods or real property, including principal dwellings and property located in a Special Flood Hazard Area, will not secure this loan. In addition, if any collateral requires the giving of a Right of Rescission under Truth-in-Lending for this loan, such collateral also will not secure this loan unless and until all required notices of that right have been given. This Note shall not be secured by previously granted collateral if doing so would cause this loan or obligation to be subject to the limits on consumer credit extended to service members, their spouse and their dependents, as provided in 10. U.S.C. 987 and its implementing regulations.

**LATE PAYMENT CHARGE.** If I fail to pay any payment under this Note, in full, within 10 days of when due, I agree to pay Lender a late payment fee in an amount equal to 5.000% of the unpaid portion of the regularly scheduled payment, or \$10.00, whichever is greater. Late charges will not be assessed following declaration of default and acceleration of the maturity of this Note.

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

**APPLICATION OF PAYMENTS.** Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any collection costs. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

**OTHER PROMISES.** Reference is made to any related mortgage, trust deed, assignment, security agreement, pledge, or similar document for other promises which I make to you and terms and conditions governing my loan.

**DEFAULT.** I will be in default and you may, to the extent permitted by law, declare the entire unpaid balance of this loan immediately due and payable if:

**Payment Default.** If I fail to make any payment of principal or interest when due under this Note.

**Break Other Promises.** I break any promise made to Lender or fail to perform promptly at the time and strictly in the manner provided in this Note or in any agreement related to this Note, or in any other agreement or loan I have with Lender.

**Default in Favor of Third Parties.** I or any grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of my property or my ability to repay this Note or perform my obligations under this Note or any of the related documents.

**False Statements.** Any representation or statement made or furnished to Lender by me or on my behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished.

**Death or Insolvency.** Any Borrower dies or becomes insolvent; a receiver is appointed for any part of my property; I make an assignment for the benefit of creditors; or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws.

**Taking of the Property.** Any creditor or governmental agency tries to take any of the property or any other of my property in which Lender has a lien. This includes taking of, garnishing of or levying on my accounts with Lender. However, if I dispute in good faith whether the claim on which the taking of the property is based is valid or reasonable, and if I give Lender written notice of the claim and furnish Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

**Defective Collateralization.** This Note or any of the related documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Collateral Damage or Loss.** Any collateral securing this Note is lost, stolen, substantially damaged or destroyed and the loss, theft, substantial damage or destruction is not covered by insurance; or the Collateral is further encumbered in any way, voluntarily or involuntarily.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety or accommodation party of any of the indebtedness or any guarantor, endorser, surety or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

**Insecurity.** Lender in good faith believes itself insecure.

**Cure Provisions.** If any default, other than a default in payment, is curable and if I have not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if I, after Lender sends written notice to me demanding cure of such default: (1) cure the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiate steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continue and complete all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**REMEDIES.** If I am in default under this Agreement, you may, to the extent permitted by law, without any prior notice or demand, unless required by law, do any one or more of the following:

- (a) Require payment of the entire unpaid balance of this loan;
- (b) Require that I give you the Collateral, if any;
- (c) If I do not give you the Collateral, then to the extent permitted by law, you may enter the premises where the Collateral is located and take possession of it;
- (d) Sell, maintain possession of, or dispose of the Collateral, in any manner permitted by law; or
- (e) Use any and all remedies available to you under the law, or in any instrument securing this Agreement.

You may assert the defense of a superior right of possession as the holder of a security interest to any allegation by me of wrongful taking and conversion. If permitted by law, I waive any right I might otherwise have to a hearing prior to a court issuing any replevin, claim and delivery, detinue or similar order in relation to the Collateral. After appropriate application of the proceeds of any sale, I will be liable to pay any resulting deficiency on my loan to you, to the extent permitted by law. In taking possession of the Collateral, you may come into possession of certain of my personal property. In that event, you may hold such property for whatever period of time you feel is reasonable. If I do not claim my property during such hold period, you may dispose of it without any liability to me.

**ASSIGNABILITY.** Lender may assign, pledge or transfer this Agreement or any of its rights and remedies without notice, with all or any of the obligations. The assignee shall have the same rights and remedies as if named herein in place of Lender. Borrower may not assign this Agreement or any benefit accruing hereunder without Lender's express written consent. However, Borrower's obligations are binding on Borrower's heirs and legal representatives. Upon any such sale or transfer, Lender shall have no further obligation to provide Borrower with credit advances or to perform any other obligation under this Agreement.

**GENERAL WAIVERS.** To the extent permitted by law, I severally waive any required notice of presentment, demand, acceleration, intent to accelerate, protest, and any other notice and defense due to extensions of time or other indulgence by Lender or to any substitution or release of collateral. No failure or delay on the part of Lender, and no course of dealing between Borrower and Lender, shall operate as a waiver of such power or right, nor shall any single or partial exercise of any power or right preclude other or further exercise thereof or the exercise of any other power or right.

**SOLIDARY LIABILITY.** Please see the provision below.

**SEVERABILITY.** If a court of competent jurisdiction determines any term or provision of this Agreement is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of this Agreement without invalidating the remainder of either the affected provision or this Agreement.

**HEADINGS.** The headings preceding text in this Note are for my general convenience in identifying subject matter, but have no limiting impact on the text which follows any particular heading.

**Attorneys' Fees and Other Costs.** If legal proceedings are instituted to enforce the terms of this Agreement, Borrower agrees to pay all costs of the Lender in connection therewith, including reasonable attorneys' fees, in an amount not exceeding 25.00% of the principal balance due on the loan, to the extent permitted by law.

**GOVERNING LAW and CHOICE OF VENUE:** Please see below.

**ORAL AGREEMENTS DISCLAIMER.** This Note represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

**FINANCIAL STATEMENTS AND INFORMATION.** Borrower agrees to provide to the Lender upon request both true and correct current financial statements and tax returns in form and substance satisfactory to the Lender. The financial statements shall include, among other things, detailed information regarding (i) any entities, such as corporations, partnerships, or limited liability companies of which the Borrower is the majority owner and (ii) any entities of which the Borrower is not the majority owner, but for which Borrower is directly or contingently liable on debts or obligations of any kind incurred by those entities. All financial statements or records submitted to Lender via electronic means, including, without limitation by facsimile, open internet communications or other telephonic or electronic methods, including, without limitation, documents in Tagged Image Format Files ("TIFF") or Portable Document Format ("PDF") shall be treated as originals, fully binding and with full legal force and effect and the parties waive any rights they may have to object to such treatment. The Lender may rely on all such records in good faith as complete and accurate records produced or maintained by or on behalf of the party submitting such records.

**NO NOVATION IF EARLIER NOTE OR AGREEMENT CANCELLED.** If an earlier note or agreement of any Borrower is cancelled at the time of execution hereof, then this Note or Agreement constitutes an extension, but not a novation, of the amount of the continuing indebtedness, and Borrower agrees that all security rights held by Lender under the earlier note shall continue in full force and effect.

**NOTICE OF INACCURATE INFORMATION.** Borrower may notify Lender if Lender reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. Borrower's written notice describing the specific inaccuracies should be sent to Lender at the following address: LENDING SERVICES P.O. BOX 4020, GULFPORT, MS 39502.

**GENERAL PROVISIONS.** I and all guarantors of this Note severally waive presentment for payment, protest and notice of protest and nonpayment, and all pleas of division and discussion, and agree that our liability under this Note will be on a "solidary" or "joint and several" basis with one another for all purposes. Discharge or release of any party or collateral securing this Note, or any extension of time for payment, or any delay in enforcing any rights granted to Lender, will not cause Lender to lose any rights under this Note. Any waiver or forbearance as to one default event under this Note will not impact any other event(s) of default, and will be binding upon Lender only if agreed to in writing. If any provision of this Note is deemed to be invalid or unenforceable, such invalidity or unenforceability will not impact the remaining provisions of this Note. Paragraph headings under this Note are for purposes of convenience and are not to be construed as a complete summary of each paragraph.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. In addition, to secure the repayment of the indebtedness evidenced by this Note, including, without limitation, future advances, with interest, attorneys' fees, expenses of collection and costs, Borrower pledges to Lender, and grant to Lender a continuing security interest in, and a right of set-off on, all property of Borrower that is now or hereafter on deposit with, in the possession of, under the control of or held by Lender, including, without limitation, all cash, deposit accounts, funds on deposit, stocks, bonds, treasury obligations and other securities, investment property, financial assets, securities accounts, notes, documents, instruments, certificates of deposit, items, chattel paper, and other property, together with all property added to or substituted for any of the foregoing, and all interest, dividends, income, fruits, accessions and proceeds of any of the foregoing. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to hold these funds if there is a default, and Lender may apply the funds in these accounts to pay what Borrower owes under the terms of this Note.

## **MILITARY LENDING ACT – ADDITIONAL DISCLOSURES AND TERMS FOR ACTIVE DUTY SERVICEMEMBERS AND DEPENDENTS.**

Notwithstanding anything in this Agreement or Note or loan to the contrary, the following additional disclosures and terms apply to this Agreement or Note or loan if this transaction is "consumer credit" and if one or more of Borrower is a "covered borrower," as those terms are defined in the Military Lending Act, 10 U.S.C. § 987, and related regulations of the U.S. Department of Defense. Borrower has read the following additional disclosures and terms which are applicable to this Agreement or Note or Borrower's loan:

1. Any agreement or requirement Borrower may have with Lender in this Agreement or Note or loan, or in any related collateral or security agreement for this Agreement or Note or loan, or in any agreement related to this Agreement or Note or loan, or in any other separate agreement, to arbitrate disputes shall not be enforceable against any "covered borrower" with respect to this Agreement or Note or loan or any extension of credit covered by this Agreement or Note or loan.

2. No provision of this Agreement or Note or loan, or provision of any related collateral or security agreement for this Agreement or Note or loan, or provision in any agreement related to this Agreement or Note or loan, or provision in any other separate agreement, shall be interpreted or applied with respect to this Agreement or Note or loan or any extension of credit covered by this Agreement or Note or loan in such a manner or to such an extent as to violate the Military Lending Act, 10 U.S.C. § 987, or related regulations of the U.S. Department of Defense. Therefore, in addition to any arbitration provisions or requirements as described in Subsection 1 immediately above, any notice requirements, waiver of legal recourse under applicable State or Federal law, prepayment penalties, or any other terms, requirements, or limitations that would be prohibited under the Military Lending Act, 10 U.S.C. § 987, or related regulations of the U.S. Department of Defense, shall not be enforceable against any "covered borrower" for a "consumer credit" (as those terms are defined in the Military Lending Act, 10 U.S.C. § 987, and related regulations of the U.S. Department of Defense) in connection with this Agreement or Note or loan.

**SOLIDARY LIABILITY.** The liability of all Borrowers and all other obligors obligated in any manner under this Note shall be solidary, or joint and several, to the extent of their respective obligations.

**GOVERNING LAW; SEVERABILITY.** This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Louisiana without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Louisiana. In the event that any provision or clause of this Note conflicts with applicable law, such conflict shall not affect other provisions of this Note which can be given effect without the conflicting provision. To this end the provisions of this Note are declared to be severable.

**CHOICE OF VENUE.** If there is a lawsuit, Borrower, and any and all obligors to this Note, hereby irrevocably submit and consent to the exclusive personal jurisdiction and venue of any state or federal court located in Louisiana in any judicial district where the Lender has an office or branch; unless otherwise required by law.

**By signing this Note on the date shown below, I acknowledge reading, understanding, and agreeing to all its provisions, and receiving a completely filled in copy of this Note.**

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Maria P Bbmbryxbcl

Date