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# **LAW** 553-TX-ARB-e 4/18

# MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT - SIMPLE FINANCE CHARGE (WITH ARBITRATION PROVISION)

			Dealer Number	14054	Contract Number	2054336			
BUYER JUS		EN HICKS RRY HILLS DR		<del>_</del>	SELLER/CREDITOR L				
CITY Leagu		TREE DR	CTATE TX	ZIP 77573	ADDRESS 2112 GULF CITY League City			77572	
PHONE (425) 877-4025			SIATE TO	_ ZIP 11010	PHONE (281) 338-970	0	STATE TX	ZIP 77573	
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ADDRESS !									
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PROMISE By signing Financed, fin this contact	TO PAY: this continued to the continued	The credit price i tract, you choose Charge, and any ore than one per	s shown below as the top other charges in the tother charges in the state of the charg	he "Total Sales Pr vehicle on credit nis contract. You a 'er, you agree to l	e" or "us." This contractice." The "Cash Price" according to the term gree to make paymer keep all the promises	is also show is of this co	vn in the Itemization ontract. You agree to	of Amount Financed pay us the Amoun Payment Schedule	
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YEAR	MAK	E MODEL	VEHICLE IDENT	TFICATION NUMBI	· · · · · · · · · · · · · · · · · · ·	RATOR	PERSONAL, FAMILY, OR HOUSEHOLD UNLESS OTHERWISE INDICATED BELO		
2019 Toyota		a Sienna		5391	☐ FACTORY  OFFICIAL/EXECUTIVE ☐ USED		of the Texas Finance Code applies to this Contract		
Trade-in: M Year <u>N/A</u>	ake <u>N/A</u> VIN				Model N/A License No. N/A				
			RUTH-IN-LENDING				R'S DISCLAIMER OF		
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.		FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount y will have paid a you have made payments as scheduled.	The total cost of your purchase on credit, including your down payment of	enters from th no was vehicle	Unless the seller makes a writte enters into a service contract we from the date of this contract, the no warranties, express or imply vehicle, and there will be no imply of merchantability or of fitness for		
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Payme	ents	Payments	Are	Due		<b>I</b>		ha information you	
72		\$ 669.38	Monthly beginning	04/25/2019		see on	Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window		
N/A		N/A		N/A			form overrides any contrary provisions in contract of sale.		
a heavy cor Prepaymer Security In	je: If we do mmercial v nt. If you p nterest. We	rehicle), you will pay ay early, you will not will have a security	a late charge of <u>5%</u> t have to pay a penalty. y interest in the vehicle	of the scheduled pay being purchased.		Spanisl vehícul formula forma informa sin efe conteni	n Translation: Guía pos usados. La inforrario de la ventanilla parte del prese ución del formulario decto toda disposida en el contrato de	nación que ve en el para este vehículo nte contrato. La de la ventanilla deja ción en contrario	
			ent for more information the scheduled date	about nonpayment,	default, security interests,	1 1	ABLE LAW	o this contract	

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NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

This PROVISION applies to this contract only if the vehicle financed in the contract was purchased for personal, family, or household use.

5 Amount Financed (3 + 4)

LIABILITY INSURANCE: THIS CONTRACT DOES NOT INCLUDE INSURANCE COVERAGE FOR PERSONAL LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS.

### LEGAL LIMITATIONS ON OUR RIGHTS

If we don't enforce our rights every time, we can still enforce them later. We will exercise all of our rights in a lawful way. You don't have to pay finance charge or other amounts that are more than the law allows. This provision prevails over all other parts of this contract and over all our other acts.

### SERVICING AND COLLECTION CONTACTS

We may try to contact you at any mailing address, e-mail address, or phone number you give us as the law allows. We may try to contact you in writing (including mail, e-mail, and text messages) and by phone (including prerecorded or artificial voice messages and automatic telephone dialing systems).

Returned Check Charge: You agree to pay a charge of \$\_\_30\_\_ if any check you give us is dishonored or any electronic payment is returned unpaid.

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on page 6 of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs X A N/A

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40,07<u>0.55</u> (5)

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				tional Credit			
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nsurance coverages will not b	e a factor in	the credit approval proce	PS\$.				
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### OTHER TERMS AND CONDITIONS

### FINANCE CHARGE AND PAYMENTS

- HOW WE FIGURE THE FINANCE CHARGE. We figure the Finance Charge using the true daily earnings method as defined by the Texas Finance Code. Under the true daily earnings method, the Finance Charge will be figured by applying the daily rate to the unpaid portion of the Amount Financed for the number of days the unpaid portion of the Amount Financed is outstanding. The daily rate is 1/365th of the Annual Percentage Rate. The unpaid portion of the Amount Financed does not include late charges or return check charges.
- HOW WE WILL APPLY YOUR PAYMENTS. We will apply your payments in the following order:
  - 1. earned but unpaid finance charge; and
  - 2. to anything else you owe under this agreement.
- HOW LATE OR EARLY PAYMENTS CHANGE WHAT YOU MUST PAY. We based the Finance Charge, Total of Payments, and Total Sale Price as if all payments were made as scheduled. If you do not timely make all your payments in at least the correct amount, you will have to pay more Finance Charge. If that happens, your last payment will be more than your final scheduled payment, or at our option, you will have to pay more payments of the same amount as your scheduled payment with a smaller last payment. If you make scheduled payments early, your Finance Charge will be reduced (less). If you make your scheduled payments late, your Finance Charge will increase. We will send you a notice telling you about these changes before the final scheduled payment is due.

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- d. TRANSFER OF RIGHTS. We may transfer this contract to another person. That person will then have all our rights, privileges, and remedies.
- e. SPECIAL PROVISIONS FOR BALLOON PAYMENT CONTRACTS. A balloon payment is a scheduled payment more than twice the amount of the average of your scheduled payments, other than the downpayment, that are due before the balloon payment. You can pay all you owe when the balloon payment is due and keep your vehicle. If you buy the vehicle primarily for personal, family, or household use, you can enter into a new written agreement to refinance the balloon payment when due without a refinancing fee. If you refinance the balloon payment, your periodic payments will not be larger or more often than the payments in this contract. The annual percentage rate in the new agreement will not be more than the Annual Percentage Rate in this contract. This provision does not apply if your Payment Schedule has been adjusted to your seasonal or irregular income.

### 2. YOUR OTHER PROMISES TO US

- a. USE AND TRANSFER OF THE VEHICLE. You will not sell or transfer the vehicle without our written permission. If you do sell or transfer the vehicle, this will not release you from your obligations under this contract, and we may charge you a transfer of equity fee of \$25.00 (\$50 for a heavy commercial vehicle). You will promptly tell us in writing if you change your address or the address where you keep the vehicle. We agree you may remove the vehicle from the U.S. for 72 hours or less, if the vehicle will continue to be covered by the insurance this contract requires. Otherwise, you agree not to remove the vehicle from the U.S. without our written permission.
- b. CARE OF THE VEHICLE. You agree to keep the vehicle free from all liens, and claims except those that secure this contract. You will timely pay all taxes, fines, or charges pertaining to the vehicle. You will keep the vehicle in good repair. You will not allow the vehicle to be seized or placed in jeopardy or use it illegally. You must pay all you owe even if the vehicle is lost, damaged or destroyed. If a third party takes a lien or claim against or possession of the vehicle, we may pay the third party any cost required to free the vehicle from all liens or claims. We may immediately demand that you pay us the amount paid to the third party for the vehicle. If you do not pay this amount, we may repossess the vehicle and add that amount to the amount you owe. If we do not repossess the vehicle, we may still demand that you pay us, but we cannot compute a finance charge on this amount.
- SECURITY INTEREST. To secure all that you owe on this contract and all your promises in it, you give us a security interest in:
  - The vehicle including all accessories and parts now or later attached and any other goods financed in this contract;
  - All insurance proceeds and other proceeds received for the vehicle:
  - Any insurance policy, service contract or other contract financed by us and any proceeds of those contracts; and
  - 4. Any refunds of charges included in this contract for insurance, or service contracts.

This security interest also secures any extension or modification of this contract. The certificate of title must show our security interest in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

d. AGREMENT TO KEEP VEHICLE INSURED. You agree to have physical damage insurance covering loss or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. The insurer must be authorized to do business in Texas.

- e. OUR RIGHT TO PURCHASE REQUIRED INSURANCE IF YOU FAIL TO KEEP THE VEHICLE INSURED. If you fail to give us proof that you have insurance, we may buy physical damage insurance. We may buy insurance that covers your interest and our interest in the vehicle, or we may buy insurance that covers our interest only. You will pay the premium for the insurance and a finance charge at the contract rate. If we obtain collateral protection insurance, we will mail notice to your last known address shown in our file.
- f. PHYSICAL DAMAGE INSURANCE PROCEEDS. You must use physical damage insurance proceeds to repair the vehicle, unless we agree otherwise in writing. However, if the vehicle is a total loss, you must use the insurance proceeds to pay what you owe us. You agree that we can use any proceeds from insurance to repair the vehicle, or we may reduce what you owe under this contract. If we apply insurance proceeds to the amount you owe, they will be applied to your payments in the reverse order of when they are due. If your insurance on the vehicle or credit insurance doesn't pay all you owe, you must pay what is still owed. Once all amounts owed under this contract are paid, any remaining proceeds will be paid to you.
- g. RETURNED INSURANCE PREMIUMS AND SERVICE CONTRACT CHARGES. If we get a refund on insurance or service contracts, or other contracts included in the cash price, we will subtract it from what you owe. Once all amounts owed under this contract are paid, any remaining refunds will be paid to you.
- h. APPLICATION OF CREDITS. Any credit that reduces your debt will apply to your payments in the reverse order of when they are due, unless we decide to apply it to another part of your debt. The amount of the credit and all finance charge or interest on the credit will be applied to your payments in the reverse order of your payments.

### 3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- LATE CHARGE. You will pay us a late charge as agreed to in this contract when it accrues.
- b. DEFAULT. You will be in default if:

our other rights under the law.

- 1. You do not pay any amount when it is due:
- You give false, incomplete, or misleading information on a credit application;

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- You file bankruptcy, bankruptcy is filed against you, or the vehicle becomes involved in a bankruptcy.
- 4. You allow a judgment to be entered against you or the collat-
- You break any of your promises in this agreement.
   If you default, we can exercise our rights under this contract and
- c. OUR RIGHT TO DEMAND PAYMENT IN FULL. If you default, or we believe in good faith that you are not going to keep any of your promises, we can demand that you immediately pay all that you owe. We don't have to give you notice that we are demanding or intend to demand immediate payment of all that you owe.
- d. REPOSSESSION. If you default, we may repossess the vehicle from you if we do so peacefully. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If any personal items are in the vehicle, we can store them for you and give you written notice at your last known address shown on our records within 15 days of discovering that we have your personal items. If you do not ask for these items back within 31 days from the day we mail or deliver the notice to you, we may dispose of them as applicable law allows. Any accessory, equipment, or replacement part stays with the vehicle.

- e. YOUR RIGHT TO REDEEM. If we take your vehicle, we will tell you how much you have to pay to get it back. If you do not pay us to get the vehicle back, we can sell it or take other action allowed by law. Your right to redeem ends when the vehicle is sold or we have entered into a contract for sale or accepted the collateral as full or partial satisfaction of a contract.
- f. DISPOSITION OF THE VEHICLE. If you don't pay us to get the vehicle back, we can sell it or take other action allowed by law. If we sell the motor vehicle in a public or private sale, we will send you notice at least 10 days before we sell it. We can use the money we get from selling it to pay allowed expenses and to reduce the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. If any money is left, we will pay it to you unless we must pay it to someone else. If the money from the sale is not enough to pay all you owe, you must pay the rest of what you owe us plus interest. If we take or sell the vehicle, you will give us the certificate of title and any other document required by state law to record transfer of title.
- g. COLLECTION COSTS. If we hire an attorney who is not our employee to enforce this contract, you will pay reasonable attorney's fees and court costs as the applicable law allows. You will also pay our reasonable out-of-pocket expenses incurred in connection with retaking, holding, and selling the vehicle as the applicable law allows.
- CANCELLATION OF OPTIONAL INSURANCE AND SERVICE CONTRACTS. This contract may contain charges for insurance or service contracts or for services included in the cash price. If you default, you agree that we can claim benefits under these contracts to the extent allowable, and terminate them to obtain

have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

LEAGUE CITY MAC HAIK TS LTD

THIS CONTRACT IS NOT VALID UNTIL YOU AND WE SIGN IT.

Other owner signs here XN/A

refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is damaged or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

### 4. INTEGRATION AND SEVERABILITY CLAUSE

This contract contains the entire agreement between you and us relating to the sale and financing of the vehicle. If any part of this contract is not valid, all other parts stay valid.

Electronic Contracting and Signature Acknowledgment. You agree that (i) this contract is an electronic contract executed by you using your electronic signature, (ii) your electronic signature signifies your intent to enter into this contract and that this contract be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this contract using your written signature and (iii) the authoritative copy of this contract ("Authoritative Copy") shall be that electronic copy that resides in a document management system designated by us for the storage of authoritative copies of electronic records, which shall be deemed held by us in the ordinary course of business. Notwithstanding the foregoing, if the Authoritative Copy is converted by printing a paper copy which is marked by us as the original (the "Paper Contract"), then you acknowledge and agree that (1) your signing of this contract with your electronic signature also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this contract, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract and (3) subsequent to such conversion, your obligations will be evidenced by the Paper Contract alone.

and it enforces certain laws that apply to this contra- creditor, consumers can contact the OCCC to file a c	Office of Consumer Credit Commissioner (OCCC) is a state act. If a complaint or question cannot be resolved by cont complaint or ask a general credit-related question. OCCC 300) 538-1579. Fax: (512) 936-7610. Website: occc.texas.go	acting the						
The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.								
Any change to this contract must be in writing. Both you	u and we must sign it. No oral changes to this contract are en	forceable.						
Buyer X D	Co-Buyer <b>x D N/A</b>							
spaces. You are entitled to a copy of the contract yo	nents. ot sign this contract before you read it or if it contains a ou sign. Under the law, you have the right to pay off in ad ave a portion of the finance charge. You will keep this co	lvance all						
ACKNOWLEDGE RECEIPT OF A COMPLETED COPY O GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT	ECEIPT: YOU AGREE TO THE TERMS OF THIS CONTRADE IT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE REATION PROVISION ON PAGE 6, BEFORE SIGNING BELOW.	RACT WE						
Buyer Signs <b>x E</b> Date 03.	23/11/2019 Co-Buyer Signs <b>XE N/A</b> Date paying the entire debt. An other owner is a person whose name is on the title to the vehicle							

OCCC NOTICE. For questions or complaints about this contract, contact Credit Human Federal Credit Union

Title Finance Con

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By X E

Date N/A Date 03/11/2019

### ARBITRATION PROVISION

## PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

- 1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
- 2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
- 3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association, 1633 Broadway, 10th Floor, New York, New York 10019 (<a href="https://www.adr.org">www.adr.org</a>), or any other organization to conduct the arbitration subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will pay your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of \$5000, unless the law or the rules of the chosen arbitration organization require us to pay more. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Provision shall be unenforceable.

True and Accurate Completed Copy - UCC Non-Authoritative Copy



Collateral Management Services 9750 Goethe Road | Sacramento, CA 95827 www.dealertrack.com

# Credit Human Federal Credit Union

# Lien and Title Information

### Lienholder

**ELT Lien ID** Lienholder

74095602700

CREDIT HUMAN FCU

Lienholder Address

PO BOX 1356 SAN ANTONIO, TX 78295

Lien Release Date

# Vehicle and Titling Information

VIN Title Number Title State Year Make Model

5391

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2019 TOYT

Owner 1 JUSTIN ALLEN HICKS

Owner 2 Owner Address

2106 CHERRY HILLS DR LEAGUE CITY, TX 77573

Issuance Date Received Date ELT/Paper **Odometer Reading**  4/18/2019 4/19/2019 **ELECTRONIC** 

Branding