

Filing # 74272570 E-Filed 06/28/2018 04:54:45 PM

IN THE COUNTY COURT, FOURTH  
JUDICIAL CIRCUIT, IN AND FOR  
DUVAL COUNTY, FLORIDA

UCN:  
CASE NO.:  
DIVISION: CC-C

**ONEMAIN FINANCIAL GROUP, LLC**  
as servicer for ("ASF") Wells Fargo Bank, N.A.,  
as Issuer Loan Trustee for OneMain Financial Issuance Trust 2015-1,  
Plaintiff,  
v.

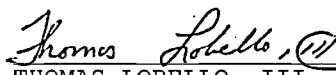
**KATRINA BROWN,**  
POR: 9539 CARBONDALE DRIVE E, JACKSONVILLE, FLORIDA 32208-1508,  
Defendant.

**COMPLAINT**

The Plaintiff sues the Defendant and alleges as follows:

1. This is an action for damages that does not exceed the sum of \$15,000.00.
  2. The Defendant is a resident of Duval County.
  3. The Court has jurisdiction over the Defendant and venue is proper in this cause.
  4. On November 22, 2016, the Defendant executed and delivered a Loan Agreement and Disclosure Statement to the Plaintiff a copy of which is attached hereto.
  5. The Defendant defaulted on the obligation by failing to pay under the terms of the agreement. Specifically, the last payment was on July 11, 2017 and the Plaintiff has elected to accelerate and demand the full balance.
  6. The Defendant owes Plaintiff the principal sum of \$7,220.06 that is due with NSF fees in the amount of \$40.00.
  7. Subsequent to the execution of the Loan Agreement, the loan and its proceeds were placed in the OneMain Financial Issuance Trust 2015-1 of which Wells Fargo Bank, N.A. is the issuer and loan Trustee for said trust. A copy of the allonge illustrating the placing of the loan into the trust is also attached to the loan agreement.
  8. The Plaintiff has obligated itself to pay the undersigned attorney a reasonable attorney's fee and the Defendant is liable for same pursuant to the contract. The Plaintiff requests a reasonable fee of not less than \$900.00.
  9. Plaintiff has made demand and the Defendant has failed to pay same.
- WHEREFORE, Plaintiff demands judgment for damages against the Defendant for the principal sum of \$7,220.06, plus costs, interest, NSF fees, and attorney's fees of at least \$900.00.

ROLFE & LOBELLO, P.A.

  
THOMAS LOBELLO, III  
Fla. Bar No.: 603023  
Post Office Box 4400  
Jacksonville, Florida 32201-4400  
(904) 358-1666 / Fax: (904) 677-5836  
**E-SERVICE: mail@rolfelaw.com**  
Direct E-Mail: tl@rolfelaw.com  
Attorney for Plaintiff

(SML-20171783.001)

# Disclosure Statement, Note and Security Agreement

Borrower(s) (Name and mailing address) Katrina Brown 9539 Carbondale Drive Jacksonville FL 32208	Lender (Name, address, city and state) ONEMAIN FINANCIAL GROUP, LLC 4495 Roosevelt Blvd. #406 Jacksonville FL 32210	Account No. [REDACTED] Date of Loan 11/22/2016
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<b>ANNUAL PERCENTAGE RATE</b> The cost of Borrower's credit as a yearly rate. 24.91 %	<b>FINANCE CHARGE</b> The dollar amount the credit will cost Borrower. \$ 6,366.91	<b>Amount Financed</b> The amount of credit provided to Borrower or on Borrower's behalf. \$ 8,304.29	<b>Total of Payments</b> The amount Borrower will have paid after Borrower has made all payments as scheduled. \$ 14,671.20
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**Payment Schedule:**

Number of Payments	Amount of Payments	When Payments Are Due
1	\$ 315.91	01/05/2017
59	\$ 243.31	MONTHLY, BEGINNING 02/05/2017
	\$	
	\$	

**Security:** If checked, Borrower is giving a security interest in:

☒ Motor Vehicle ☐ Mobile Home  
☐ Real Property ☐ Other:

**Late Charge:** If a payment is late, Borrower will be charged a late charge of \$15.00.

**Prepayment:** If Borrower prepays the principal balance in full or in part, Borrower will not have to pay a penalty.

**Demand Feature:**  
☒ Not Applicable ☐ This obligation has a demand feature.

See the contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment rebates and penalties.

**Additional Information:**

PRINCIPAL \$ 8,329.29	CREDIT INVESTIGATION FEE \$ 25.00	DATE CHARGES BEGIN 11/22/2016	SCHEDULED MATURITY DATE 12/05/2021
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## INSURANCE DISCLOSURE

**Required Insurance:** If the collateral securing the credit is a private-passenger, non-commercial motor vehicle (including a recreational vehicle, boat, or movable mobile home), Borrower must provide collision and comprehensive casualty insurance in an amount sufficient to satisfy the unpaid balance of the loan or equal to the value of the collateral, whichever is less. All such policies and renewals thereof must name Lender as loss payee and must be maintained by Borrower, until the credit is repaid in full. Borrower may obtain a new insurance policy or provide an existing policy from any insurer that is acceptable to Lender. If Borrower obtains the collateral protection insurance at Lender's office, Borrower acknowledges that such insurance (1) may cost more than insurance that is available from another insurer; (2) will primarily protect Lender's interest in the collateral; and (3) does not protect Borrower from claims by other persons. The insurer of this coverage reserves no right of subrogation against the Borrower.

**Optional Insurance:** Credit life insurance, credit disability insurance, involuntary unemployment insurance, and any other insurance products that are not required by the above paragraph are optional to Borrower and are **not required** in order to obtain credit. If Borrower desires voluntarily to purchase any of these optional insurance products, Borrower must sign below and in other required documents and will receive an insurance certificate or policy detailing the coverage terms and conditions that apply to the insurance. Borrower should refer to the terms and conditions contained in the applicable insurance certificate or policy issued for the exact description of benefits and exclusions. Borrower is encouraged to inquire about coverage and refund provisions.

If the initial amount of coverage for credit life insurance set forth in Borrower's insurance certificate or policy is equal to the Total of Payments stated above, it may exceed the amount necessary to pay off Borrower's loan at any given time. Any excess insurance coverage amount that may become payable will be paid to the appropriate party as designated in the insurance certificate or policy.

Borrower's regular monthly loan payment if Borrower elects not to purchase insurance will be \$ 243.31.

**Termination of Optional Insurance:** Borrower may cancel any of the optional insurance products obtained at Lender's office at any time upon Borrower's written request for cancellation to Lender. If Borrower is in default under the terms of this agreement, Borrower has authorized the insurer to terminate any and/or all optional insurance products upon Borrower's default. If the Borrower cancels any optional product within the time specified in the insurance certificate, typically 30 days from of the Date of the Loan, by making a written request to Lender, together with returning the policy or certificate of insurance to Lender, Borrower is entitled to a full refund of premium. After the specified time, the Borrower is entitled to a refund of the unearned portion of the premium. Upon termination of any insurance for any reason, the insurer will deliver the refund of premium, if any, to the Lender, which will: (1) apply it to the Borrower's outstanding loan balance; (2) issue a check for the refund to the Borrower; or (3) apply it as may be otherwise required by state law. Lender agrees to pay to Borrower any amount by which the refund received by Lender exceeds the outstanding loan balance.

If we request the following insurance:

Cost/Premium:	Insurance Type:	Insurance Term (in mos.):	First Borrower's Signature	Date
\$ NONE			[Signature]	11-22-16
\$ NONE				
\$ NONE				
\$ NONE				
\$ NONE			Second Borrower's Signature	Date

**TERMS:** In this Disclosure Statement, Note and Security Agreement, the word "Borrower" refers to the persons signing below as Borrower, whether one or more. If more than one Borrower signs, each will be responsible, individually and together, for all promises made and for repaying the loan in full. The word "Lender" refers to the Lender, whose name and address are shown above.

**PROMISE TO PAY:** In return for the loan that Borrower has received, Borrower promises to pay to the order of Lender the Principal Amount shown above, plus the Credit Investigation Fee shown above and interest on the unpaid Principal balance from the Date Charges Begin shown above until fully paid at the following Rate of Interest:

(Applicable Box Must be Checked)

☒ 24.7608 % per annum on the entire unpaid Principal balance.

☐ % per annum on the first \$ \_\_\_\_\_ of the unpaid Principal balance; \_\_\_\_\_ % per annum on the next \$ \_\_\_\_\_ of the unpaid Principal balance; and \_\_\_\_\_ % per annum on the remaining unpaid Principal balance.

Lender will compute interest on the unpaid Principal balance on a daily basis from the date charges begin until Borrower repays the loan. If Borrower does not make sufficient or timely payments according to the payment schedule above, Borrower will incur greater interest charges on the loan.

Principal and interest shall be payable in the substantially equal monthly installments shown above, except that any appropriate adjustments will be made to the first and final payments, beginning on the first payment date shown above and continuing on the same day in each following month until paid in full unless this loan is subject to a call provision as indicated, in which event the final payment date may be accelerated. Upon the final payment date or the acceleration thereof, the entire outstanding balance of Principal and interest evidenced by this Disclosure Statement, Note and Security Agreement shall be due and payable. Any payment(s) which Lender accepts after the final payment date or the acceleration thereof do not constitute a renewal or extension of this loan unless Lender so determines.

The amount shown above as "Credit Investigation Fee," is a prepaid finance charge; it is paid by the Borrower when the loan is made and is not refunded if the loan is prepaid. Each Payment will be applied first to late charges, if any, then to interest computed to the date of payment, with the remainder applied to Principal. If the late charge is deducted from any payment received after default occurs and the deduction results in the default of a subsequent installment, no late charge will be collected for the resulting default. Lender, at its option, may collect interest from and after maturity upon the unpaid Principal balance at the Rate of Interest shown above for a period not to exceed 12 months. After that time, interest will be charged on any unpaid Principal balance at a rate not to exceed 12% per year until the balance is fully paid.

**PREPAYMENT:** Borrower may prepay this loan in whole or part at any time without penalty. However, upon partial prepayment, interest will continue to accrue on any remaining Principal balance. Partial prepayment and the application of a Refund to the unpaid balance of the loan will not affect the amount or due date of subsequent scheduled payments on the loan, but may reduce the number of such payments.

#### **SECURITY AGREEMENT:**

- A. To protect Lender if Borrower defaults on this loan, Borrower gives to Lender a security interest under the Uniform Commercial Code in any property for which a description is completed below and all parts and equipment now or later added to the property and any proceeds of the property, all of which will be called "Property". See below for additional terms applicable to this security interest.

##### **1. Motor vehicle/mobile home:**

Make, No. Cylinders	Year/Model	Model No. Or Name	Body Type	Identification Number
FORD TRUCK	2000	EXPLORER-V6	NONE	1FMZU62X1YUB26294

##### **2. Other Property:**

- B. If this line is completed, the loan is secured by either a Deed of Trust or Mortgage on real property located at \_\_\_\_\_ See either the Deed of Trust or the Mortgage for terms applicable to Lender's interest in Borrower's real property ("Property").

**OWNERSHIP OF PROPERTY:** Borrower represents that the Property is owned by Borrower free and clear of all liens and encumbrances except those of which Borrower has informed Lender in writing. Prior to any default, Borrower may keep and use the Property at Borrower's own risk, subject to the provisions of the Uniform Commercial Code. If the Property includes a motor vehicle or a mobile home, Borrower will, upon request, deliver the certificate of title to the motor vehicle or a mobile home to Lender.

**USE OF PROPERTY:** Borrower will not sell, lease, encumber, or otherwise dispose of the Property without Lender's prior written consent. Borrower will keep the Property at Borrower's address (as shown on page 1) unless Lender has granted permission in writing for the Property to be located elsewhere. The Property will be used only in the state in which Borrower lives unless the Property is a motor vehicle, in which case it will be used outside the state only in the course of Borrower's normal use of the Property. Borrower will not use or permit the use of the Property for hire or for illegal purposes.

**TAXES AND FEES:** Borrower will pay all taxes, assessments, and other fees payable on the Property. If Borrower fails to pay such amounts, Lender may pay such amounts for Borrower and the amounts paid by Lender will be added to the unpaid balance of the loan.

**INSURANCE:** If Borrower purchases any insurance at Lender's office, Borrower understands and acknowledges that (1) the insurance company may be affiliated with Lender, (2) Lender's employee(s) may be an agent for the insurance company, (3) such employee(s) is not acting as the agent, broker or fiduciary for Borrower on this loan, but may be the agent of the insurance company, and (4) Lender or the insurance company may realize some benefit from the sale of that insurance. If Borrower fails to obtain or maintain any required insurance or fails to designate an agent through whom the insurance is to be obtained, Lender may purchase such required insurance for Borrower through an agent of Lender's choice, and the amounts paid by Lender will be added to the unpaid balance of the loan. If any refund of unearned premium is paid to Lender upon termination of insurance, Lender will: (1) apply it to the Borrower's outstanding loan balance; (2) issue a check for the refund to the Borrower; or (3) apply it as may be otherwise required by state law. Any amount of such refund in excess of the outstanding balance of this Note will be paid to the Borrower.

**FINANCING STATEMENTS:** Borrower will sign all financing statements, continuation statements, security interest filing statements, and similar documents with respect to the Property at Lender's request.

**LATE CHARGE:** If Borrower fails to pay any scheduled payment within 10 days of its due date, Borrower will be charged a late charge of \$15.00 for each payment in default.

**BAD CHECKS:** Lender may charge the greater of a \$20.00 fee or the actual charge to the Lender if a check, negotiable order of withdrawal or share draft is returned for insufficient funds or insufficient credit.

**LOAN CHARGES:** If a law that applies to this loan and that sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then (i) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit, and (ii) any sums already collected from Borrower that exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under this loan or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge.

**DEFAULT:** Borrower will be in default if:

1. Borrower does not make any scheduled payment on time;
2. Borrower is (or any other person puts Borrower) in bankruptcy, insolvency or receivership;
3. Any of Borrower's creditors attempts by legal process to take and keep any property of Borrower, including the Property securing this loan;
4. Borrower fails to fulfill any promise made under this agreement; or
5. A default occurs under any Real Estate Mortgage or Deed of Trust which secures this loan or under any other mortgage or deed of trust on the real property.

If Borrower defaults, Lender may require Borrower to repay the entire unpaid Principal balance and any accrued interest at once. After default, Borrower agrees to pay actual and reasonable attorney's fees as determined by any court in which suit is filed plus court costs. Upon judgment, Borrower agrees to pay interest at the contract rate until the indebtedness is paid in full.

**EFFECTS OF DEFAULT:** If Borrower Defaults, Lender is authorized to terminate any Insurance purchased through the Lender's office and (1) apply it to the Borrower's outstanding loan balance; (2) issue a check for the refund to the Borrower; or (3) apply it as may be otherwise required by state law. Borrower will also deliver the Property to Lender or, upon Lender's demand, assemble the Property and make it available to Lender at a reasonably convenient place. Lender may, without previous notice or demand and without legal process, peacefully enter any place where the Property is located and take possession of it.

The property may be sold with notice at a private or public sale at a location chosen by Lender. At such public sale, Lender may purchase the Property. The proceeds of the sale, minus the expenses of taking, removing, holding, repairing, and selling the Property, including reasonable attorney's fees, and minus the cost of paying off and removing any superior liens or claims on the Property, will be credited to the unpaid balance of Borrower's loan.

To the extent permitted by the Florida Consumer Finance Act, Borrower shall immediately pay any remaining amount to Lender. If Borrower has left other property in the repossessed Property, Lender may hold such property temporarily for Borrower without any responsibility or liability for the property. Notice of the time and place of a public sale or notice of the time after which a private sale will occur is reasonable if mailed to the Borrower's address at least five days before the sale. The notice may be mailed to Borrower's last address shown on Lender's records.

Borrower's Initials: KLB

**LAW THAT APPLIES:** Florida law and federal law, as applicable, govern this Disclosure Statement, Note and Security Agreement. If any part is unenforceable, this will not make any other part unenforceable. In no event will Borrower be required to pay interest or charges in excess of those permitted by law.

**OTHER RIGHTS:** Lender may accept payments after maturity or after a default without waiving its rights with respect to any subsequent default in payment. Borrower agrees that Lender may extend time for payment after maturity without notice. The terms of this agreement can be waived or changed only in a writing signed by Lender.

Where the context requires, singular words may be read in the plural and plural words in the singular, and references to the masculine gender may be read to apply to the feminine gender.

**OTHER TERMS:** Each Borrower under this Disclosure Statement, Note and Security Agreement, if more than one, agrees that Lender may obtain approval from one Borrower to change the repayment terms and release any Property securing the loan, or add parties to or release parties from this agreement, without notice to any other Borrower and without releasing any other Borrower from his responsibilities. Lender does not have to notify Borrower before instituting suit if the note is not paid, and Lender can sue any or all Borrowers upon the default by any Borrower.

Borrower, endorser, sureties and guarantors, to the extent permitted by law, severally waive their right to require Lender to demand payment of amounts due, to give notice of amounts that have not been paid, to receive notice of any extensions of time to pay which Lender allows to any Borrower and to require Lender to show particular diligence in bringing suit against anyone responsible for repayment of this loan, and additionally, waive benefit of homestead and exemption laws now in force or later enacted, including stay of execution and condemnation, on any Property securing this loan and waive the benefit of valuation and appraisal.

This Disclosure Statement, Note and Security Agreement shall be the joint and several obligation of all makers, sureties, guarantors and endorser and shall be binding upon them, their heirs, successors, legal representatives and assigns.

If any part of the Disclosure Statement, Note and Security Agreement and, if applicable, the Mortgage or Deed of Trust and accompanying Itemization of Amount Financed and Arbitration Agreement is unenforceable, this will not make any other part unenforceable.

**REFINANCING:** The overall cost of refinancing an existing loan balance may be greater than the cost of keeping the existing loan and obtaining a second loan for any additional funds Borrower wishes to borrow.

**AUTHORIZATION TO USE CREDIT REPORT:** By signing below, Borrower authorizes Lender to obtain, review and use information contained in the Borrower's credit report in order to determine whether the Borrower may qualify for other products and services marketed by Lender. This authorization terminates when Borrower's outstanding balance due under this Disclosure Statement, Note and Security Agreement is paid in full. Borrower may cancel such authorization at any time by writing the following: Transaction Processing, PO Box 70911, Charlotte, NC 28272-0911. In order to process Borrower's request, Lender must be provided Borrower's full name, address and account number.

**ARBITRATION.** Borrower, Non-Obligor(s) (if any) and Lender have entered into a separate Arbitration Agreement on this date, the terms of which are incorporated and made a part of this Disclosure Statement, Note and Security Agreement by this reference.

The following notice applies only if this box is checked. ☐

#### NOTICE


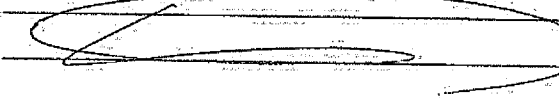
**ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

This loan is made under the provisions of the Florida Consumer Finance Act, Chapter 516, Florida Statutes.

By signing below, Borrower agrees to the terms contained herein; acknowledges receipt of a copy of this Disclosure Statement, Note and Security Agreement and, if applicable, the Mortgage or Deed of Trust and of the accompanying Itemization of Amount Financed and Arbitration Agreement, and authorizes the disbursements stated therein.

Florida documentary stamps required by law in the amount of \$ 29.40 KB have been paid or will be paid directly to the Department of Revenue. Certificate of Registration #26-B016863594-0.

WITNESSES:

SIGNED:

  
Katrina Brown (Seal)  
-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

ONEMAIN FINANCIAL GROUP, LLC

By:

(Name and Title)

11/22/2016 13:55:25

**SECURITY INTEREST OF NONOBLIGOR:** Borrower only is personally liable for payment of the loan. Nonobligor is liable and bound by all other terms, conditions, covenants, and agreements contained in this Disclosure Statement, Note and Security Agreement, including but not limited to the right and power of Lender to repossess and sell the Property securing this loan, in the event of default by Borrower in payment of this loan.

Signature \_\_\_\_\_ Date \_\_\_\_\_ (Seal) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_ (Seal) \_\_\_\_\_

## NOTE ALLONGE

This endorsement is incorporated into and shall be deemed part of the Note to which it is attached.

Loan Number\* [REDACTED]  
*\*as of the date of this Note Allonge*

Borrower Name(s): KATRINA BROWN

Date of Loan: 11/22/16  
Total of Payment: \$14,671.20

Pay to the order of  
WELLS FARGO BANK, N.A., AS ISSUER LOAN TRUSTEE FOR  
ONEMAIN FINANCIAL ISSUANCE TRUST 2015-1

Without recourse  
ONEMAIN FINANCIAL GROUP, LLC

By: 

Daniel Handy  
Administrator