# **LAW 553-KY-eps 7/20**

**RETAIL INSTALLMENT SALE CONTRACT** SIMPLE FINANCE CHARGE

Buyer Name and Address (Including County and Zip Code)	Co-Buyer Name and Address (Including County and Zip Cod	Seller-Creditor (Name and Address)					
KY FRONTIER GAS, LLC. PO BOX 408/2962 KY RTE 321 PRESTONSBURG, KY 41653 FLOYD	NA	MANN TOYOTA 1811 HWY US 23 N PRESTONSBURG, KY 41653					
You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.							
New/Used Year Make and Model	Vehicle Iden	tification Number Primary Use For Which Purchased					
NEW 2022 TOYOTA TACOMA AC	CESS C 3TYSZ5AN1	Personal, family, or household unless otherwise indicated below         NT076552       business         agricultural					
FEDERAL TRUTH-IN-LEI		Poturned Check Cherney If any sheek or					
ANNUAL PERCENTAGE RATE         FINANCE CHARGE         Amo           The cost of your credit as a yearly rate.         The dollar amount the credit will         The amo	unt ced punt of ovided u or behalf. <b>Total of Payments</b> The amount you will have paid after you have made all payments as scheduled.	Total Sale Price       Returned Check Charge: If any check or similar instrument you give us is returned unpaid, you agree to pay us a handling fee of up to \$         The total cost of your purchase on credit, including your down payment of \$is       NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS					
<u>4.990 % </u> \$ <u>4314.30</u> <u>\$ 3211</u>		\$ 6000.00 is \$ 42432.60 SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR					
Your Payment Schedule Will Be:	(e)	means an estimate   COULD ASSERT AGAINST THE SELLER					
Number of Amount of Wh Payments Payments	nen Payments Are Due	OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY					
60 \$ 607.21	Monthly beginnin	IG 07/29/2022 HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE					
NA \$ NA	NA	DEBTOR HEREUNDER.     The preceding NOTICE applies only to					
NA goods or services obtained primarily personal, family, or household use. In other cases, Buyer will not ass							
Late Charge. If payment is not received in full within \$		assignee of this contract any claims or					
Prepayment. If you pay early, you will not have to pay a penalty. Security Interest. You are giving a security interest in the vehicle being purchased. Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest. defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.							
	NO COOLING OF						
State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.							
OPTIONAL GAP CONTRACT. A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 4D of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.							
Term NA Mos.		NA					
I want to buy a gap contract.		Name of Gap Contract					
Buyer Signs X <u>NA</u>							

ITEMIZATION OF AMOUNT FIN	IANCED		Insurance. You may buy the physical damage insurance
1 Cash Price (including \$1		\$ <u>37520.30</u> (1)	this contract requires from anyone you choose who is
	,		reasonably acceptable to us. You may also provide the physical damage insurance through an existing policy
2 Total Downpayment =			owned or controlled by you that is acceptable to us. You are
Trade-In (Year)	NA NA		not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest Insurance
(Year)	(Make) (Model)		is required is checked below.
Gross Trade-In Allowa	nce	\$NA	If any insurance is checked below, policies or
Less Pay Off Made By	Seller to	\$NA	certificates from the named insurance companies will describe the terms and conditions.
Equals Net Trade In		\$NA	Check the insurance you want and sign below:
+ Cash		\$ 6000.00	Optional Credit Insurance
+ Other MA		\$ <u>NA</u>	Credit Life: Buyer Co-Buyer Both
+ Other MA		\$ <u>NA</u>	Credit Disability: Buyer Co-Buyer Both
+ Other NA		\$ NA	Premium:
	is negative, enter "0" and see 4I below)	\$ 6000.00 (2)	
3 Unpaid Balance of Cash Pric		\$ <u>31520.30</u> (3)	Credit Life \$ <u>NA</u> Credit Disability \$ <u>NA</u>
	ounts Paid to Others on Your Behalf	+ <u> </u>	Insurance Company Name NA
(Seller may keep part of thes			NA
	surance Paid to Insurance Company or Companies.		Home Office Address NA
Life	\$ NA		NA
Disability	\$ NA	s NA	Credit life insurance and credit disability insurance are not
	surance Paid to Insurance Company	\$ 99.00	Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit
	aid to Insurance Company or Companies	\$ NA	I required to obtain credit. Your decision to buy or not buy credit life insurance or credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original dure date for the
D Optional Gap Contract		s NA	you sign and agree to pay the extra cost. If you choose this
E Official Fees Paid to Gove	eroment Agencies		insurance, the cost is shown in Item 4A of the Itemization of
to NA	for NA	¢ NA	original payment schedule. This insurance may not pay all you
to NA	for NA	¢ NA	owe on this contract if you make late payments. Credit disability
to NA	for NA	- 3	the number of payments. Coverage for credit life insurance and
F Government Taxes Not In		• • • • • • • • • • • • • • • • • • •	credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown
G Government License and			below.
· · · · · · · · · · · · · · · · · · ·			
H Government Certificate of	f Title Fees	s NA	Other Ontional Insurance
H Government Certificate of Other Charges (Seller mu		\$ <u>NA</u>	Other Optional Insurance
I Other Charges (Selier mu	ust identify who is paid and describe purpose.)	\$ <u>NA</u>	na na
	ust identify who is paid and describe purpose.) for Prior Credit or Lease Balance	-	Image: NA
I Other Charges (Seller mu to to MANN TOYOTA	ust identify who is paid and describe purpose.) for Prior Credit or Lease Balance for DOCUMENTARY FEE	\$NA	NA     NA       Type of Insurance     Term       Premium \$ NA
I <u>Other Charges (Seller mu</u> to to MANN TOYOTA to NA to NA	Ist identify who is paid and describe purpose.) for Prior Credit or Lease Balance for DOCUMENTARY FEE for NA	\$NA \$\$399.00	□         NA         NA           Type of Insurance         Term           Premium \$         NA           Insurance Company Name         NA
I <u>Other Charges (Seller mu</u> to to MANN TOYOTA to NA to NA	Ist identify who is paid and describe purpose.) for Prior Credit or Lease Balance for DOCUMENTARY FEE for NA for NA	\$ <u>NA</u> \$ <u>399.00</u> \$ <u>NA</u> \$ <u>NA</u>	NA     NA       Type of Insurance     Term       Premium \$     NA       Insurance Company Name     NA       NA     NA
I <u>Other Charges (Seller mu</u> to to MANN TOYOTA to NA to NA to NA	Ist identify who is paid and describe purpose.) for Prior Credit or Lease Balance for DOCUMENTARY FEE for NA for NA for NA	\$NA \$\$_399.00 \$NA	NA     NA       Type of Insurance     Term       Premium \$ NA     Insurance Company Name       NA     NA       NA     Home Office Address
I <u>Other Charges (Seller mu</u> to to MANN TOYOTA to NA to NA to NA to NA	Ist identify who is paid and describe purpose.) for Prior Credit or Lease Balance for DOCUMENTARY FEE for NA for NA for NA for NA for NA	\$ \$ \$ \$ \$NA \$ \$NA \$	NA     NA       Type of Insurance     Term       Premium \$     NA       Insurance Company Name     NA       NA     NA       Home Office Address     NA
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I Other Charges (Seller mu to to MANN TOYOTA to NA to NA	Ist identify who is paid and describe purpose.) for Prior Credit or Lease Balance for DOCUMENTARY FEE for NA for NA	\$     NA       \$     399.00       \$     NA	NA       NA         Type of Insurance       Term         Premium \$ NA
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I Other Charges (Seller mu to to MANN TOYOTA to NA to NA	Ist identify who is paid and describe purpose.) for Prior Credit or Lease Balance for DOCUMENTARY FEE for NA for NA	\$     NA       \$     399.00       \$     NA	NA       NA         Type of Insurance       Term         Premium \$ NA
I <u>Other Charges (Seller mu</u> to to MANN TOYOTA to NA to NA 5 <u>Amount Financed (3 + 4)</u>	Ist identify who is paid and describe purpose.) for Prior Credit or Lease Balance for DOCUMENTARY FEE for NA for NA	\$ NA \$ 399.00 \$ NA \$ SO \$ (4) \$ 32118.30 (5)	NA       NA         Type of Insurance       Term         Premium \$ NA       Insurance Company Name       NA         Insurance Company Name       NA       NA         NA       NA       NA         Home Office Address       NA       NA         NA       NA       NA         Other optional insurance is not required to obtain credit.       Your decision to buy or not to buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree
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Buyer Signs X \_

# OTHER IMPORTANT AGREEMENTS

## 1. FINANCE CHARGE AND PAYMENTS

- a. How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. How we will apply payments. We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose as the law allows.
- c. How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
- e. You may refinance a balloon payment. A balloon payment is a scheduled payment that is more than twice as large as the average of your earlier scheduled payments. If you are buying the vehicle primarily for personal, family, or household use, you may refinance the balloon payment when due without penalty. The terms of the refinancing will be no less favorable to you than the terms of this contract. This provision does not apply if we adjusted your payment schedule to your seasonal or irregular income.

# 2. YOUR OTHER PROMISES TO US

- a. If the vehicle is damaged, destroyed, or missing. You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.

## c. Security Interest.

You give us a security interest in:

- The vehicle and all parts or goods put on it;
- All money or goods received (proceeds) for the vehicle;
- All insurance, maintenance, service, or other contracts we finance for you; and
- All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

## d. Insurance you must have on the vehicle.

You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. You agree to name us on your insurance policy as an additional insured and as loss payee. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on page 1 of this contract or, at our option, the highest rate the law permits.

If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

e. What happens to returned insurance, maintenance, service, or other contract charges. If we obtain a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

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

- a. You may owe late charges. You will pay a late charge on each late payment as shown on page 1.
   Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
- b. You may have to pay all you owe at once. If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:
  - You do not pay any payment on time;
  - You give false, incomplete, or misleading information during credit application;
  - You start a proceeding in bankruptcy or one is started against you or your property; or
  - You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

- c. You may have to pay collection costs. If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorney's reasonable fee and court costs the law permits.
- d. We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device (such as GPS), you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you. If you do not ask for these items back, we may dispose of them as the law allows.
- e. How you can get the vehicle back if we take it. If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.

f. We will sell the vehicle if you do not get it back. If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.

We will apply the money from the sale, less allowed expenses, to 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. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay. g. What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, 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. WARRANTIES SELLER DISCLAIMS

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

5. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

#### 6. SERVICING AND COLLECTION CONTACTS

You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

#### 7. APPLICABLE LAW

Federal law and the law of the state of Kentucky apply to this contract.

## 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.

HOW THIS CONTRACT CAN BE CHANGED. This contract con writing and we must sign it. No oral changes are binding. Bu	ntains the entire agreen iver Signs X	nent between you and us relating to Co-B	this contract. Any change to this contract must be in uver Signs $\mathbf{X}^{NA}$			
If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example,						
we may extend the time for making some payments without ex	tending the time for n	naking others.	• • • •			
See the rest of this contract for other important agreements. This contract requires that a copy of it be furnished to you at the time the contract is executed.						
NOTICE TO RETAIL BUYER: Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.						
You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.						
Buyer Signs X Buyer Printed Name KY FRONTIER GAS, LLC If the "business" use box is checked in "Primary Use for Which Purch	_ Date 06/14/2022	Co-Buyer Signs X NA	Date			
Buyer Printed Name KY FRONTLER GAS, LLC	•	Co-Buyer Printed Name				
If the "business" use box is checked in "Primary Use for Which Purch	nased": Print Name <u>NA</u>		Title <u>NA</u>			
${\rm Co}{\text{-}}{\rm Buyers}$ and Other Owners — A co-buyer is a person who is reshave to pay the debt. The other owner agrees to the security interest	ponsible for paying the e t in the vehicle given to u	ntire debt. An other owner is a person s in this contract.	whose name is on the title to the vehicle but does not			
Other owner signs here XNA		Address NA				
Other owner signs here XNA Seller signs MANN TOYOTA	Date 06/14/2022	ву Х	Title F&I Manager			
Seller assigns its interest in this contract to COMMUNITY TRU	JST BANK	(Assignee) un	der the terms of Seller's agreement(s) with Assignee.			
Assigned with recourse	X Assigned w	ithout recourse	Assigned with limited recourse			
Seller MANN TOYOTA						
Ву Х			Title F&I Manager			



#### RouteOnes Credit Application: Applicant

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