FAX COVER PAGE					
6 PAGES					
Send to: Amanda Owens	From: Adam York				
Attention: Amanda Owens	Address: 506 SW 6 <sup>TH</sup> Ave, Portland Oregon 97204				
Receivers Phone Number: 423-367-1724	Phone Number: 1-877-741-8021				
* URGENT □ REPLY ASAP □ PLEASE COMM	ENT □ PLEASE REVIEW □ FOR YOUR INFORMATION				
	Confidential				
As per our earlier telephone conversation, attached for your review and agreement is a commitment letter, loan agreement and disbursement form confirming the credit facilities available to you.					
Please review the documentation and contact myself at 1-877-741-8021, should you have any questions or inquiries regarding this contract.					



BROOKHAVEN LENDING GROUP

506 SW 6th Ave, PORTLAND OR 97204

ADAM YORK: 1-877-741-8021 EXT 1

ADAMYORK@BROOKHAVENLG.COM

WWW.BROOKHAVENLG.COM

FAX NUMBER: 1-888-690-1724



#### **DISCLOSURE STATEMENT**

### **Personal Information**

Note Holders Name: Amanda Owens
Address: 3420 Frylee Court, Kingsport, TN 37664

## Loan Information

Loan Amount: **\$5,000.00 USD** 

Approval Date: February 26, 2024

Serial Number: **3457901** 

Collateral Payment Amount: \$ 638.88 USD

Congratulations, your loan request of \$ 5,000.00 USD was approved based on the credit information that you have submitted to our institution as well as your ability to repay. If any information submitted to us is misrepresented or falsified, this will result in a delay of the loan process, or the termination of the loan agreement. We trust that all information submitted to us is true and accurate. Once final documentation has been obtained, you will have seven (7) business days to fully secure your loan. Your consultant will provide you several options as to how you can secure and obtain your loan. The Broker has negotiated terms and conditions on your behalf with a Lender to best suit your personal Lending situation. With the funding of this loan, we hope that the Lending relationship that we are about to embark on allows both parties to reach their highest potential, together.

All required documents have been received as per Lender and Broker requirements, you will be required to secure your loan through the agreed upon method; COLLATERAL PAYMENT, at the amount of \$ 638.88 USD. Final paperwork for this loan will be released 5-7 business days after the Funding of the loan and sent to the above stated address via courier (if incorrect please contact me to inform me of the error).

All payment information will be released along with final paperwork for this loan. Again, we want to welcome you into the Brookhaven Lending Group family of valued customers.

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Adam York
Senior Loan Officer
Brookhaven Lending Group



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#### **COMMITMENT LETTER**

Brookhaven Lending Group (referred to herein as the "Lender") is pleased to offer the following credit facilities with the terms and conditions outlined hereunder.

BORROWER: Ms. Amanda Owens

**LOAN TYPE:** Personal Loan **AMOUNT:** \$5,000.00 USD

**INTEREST RATE:** Fifteen Percent (15.00%) Per Annum

**TERM:** 27 Months / 2.3 Years

MONTHLY PAYMENT: \$212.96 USD

**SECURITY:** Collateral Payments

I. Borrower must make 3 monthly payments in the amount of \$212.96 USD, totaling \$638.88 USD.

II. The total sum of the collateral payments will be applied directly to the principal of the loan and will not act as a fee in any way, with accordance to the laws of the State of Oregon.

**REPAYMENT SCHEDULE:** Monthly Payments

I. Monthly payments will be payable on the first day of each month.

II. With the applied collateral payment, repayment of the loan will begin June 1,

approximately 3 months after the day the loan is disbursed.

**AVAILABILITY:** Funds to be released to the borrower within 1 business day from the completion of the following prerequisites:

I. Security to be in place in a form satisfactory to the Lender.

II. Copy of executed and completed commitment letter, loan agreement and disbursement form A66-1 to be returned to loan representative via fax.

III. One form of government issued identification to be copied and presented to loan representative via fax.

Please sign and complete the enclosed copy of the loan documents signifying your agreement in principle to the terms and conditions provided. Return all required documentation to your loan representative on or before March 2, 2024 which is 5 days from this date of February 26, 2024 after which if not received this agreement will be considered null and void.

\*Please retain a copy of the enclosed documents for your records.

Kevin Molson
CEO Signature of Borrower
Brookhaven Lending Group



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# Brookhaven Lending Group

#### **LOAN AGREEMENT**

This Loan Agreement (hereinafter the "Agreement") is made and effective on this date of February 26, 2024.

**BETWEEN:**Ms. Amanda Overal (hereinafter the "Borrower") an individual existing under the laws of the State of tennesses, with permanent residence located at: 3421 Trylee Court (inasport, TN 3766)

**AND:**Brookhaven Lending Group (hereinafter the "Lender") an organization existing under the laws of the State of Oregon, with head office located at: 506 SW 6th Ave, Portland, OR 97204

WHEREAS, the Borrower has applied for a PERSONAL LOAN (hereinafter the "Loan"), from the Lender in the aggregate principal amount of FIVE THOUSAND AND 00/100 USD (\$5,000.00 USD);

WHEREAS, the Lender will make said Loan available to the Borrower upon and subject to the terms, conditions and provisions set forth;

WHEREAS, it is agreed that this shall be a continuing guarantee, and shall guarantee any ultimate balance owing to the Lender, including all costs, charges and expenses the Lender may incur in enforcing or obtaining payment of amounts due to the Lender from the Borrower either alone or in conjunction with any other person, or otherwise, or attempting to do so;

WHEREAS, this contract shall be construed in accordance with the laws of the State of OREGON and for the purpose of legal proceedings this contract shall be deemed to have been made in said State and to be performed there, and the courts of that State shall have non-exclusive jurisdiction over all disputes which may arise under this contract;

WHEREAS, if any provision of this Agreement is determined to be unenforceable or invalid, it shall be severed from this Agreement solely to the extent of such unenforceability or invalidity and the remainder of such provision and the remainder of this Agreement shall be unaffected thereby;

THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto contract and agree as follows:

- I. Terms of Loan. The aforesaid Loan shall be for a term of 27 Months / 2.3 Year(s) from the date of release in accordance to the Commitment Letter. The calculated principal and interest of the Loan shall be payable monthly by the Borrower as required by the terms further established in this Agreement.
- II. Interest Rate. The aforesaid Loan shall have a fixed interest rate of Fifteen Percent / 15.00% per annum based on an amortization schedule of 12 months.
- III. *Draws.* The aforesaid Loan will be made available to the Borrower in its entirety and provided or released to said Borrower no later than <u>1</u> business day from the time this agreement is executed.
- IV. Security. Borrower does hereby agree to grant the Lender a Collateral Payment of 3 monthly payments of \$212.96 USD totaling \$638.88 USD in order to secure the Borrower's obligations due under this Agreement and agrees to execute all documents required by the Lender to further establish said Collateral Payment. The Collateral Payment stated herein does not act as a fee in any way in accordance to the applicable laws of the State of TENNESSEE. The full amount of the Collateral will be allocated toward the Borrower's repayment of the principal sum of the Loan.
- V. *Repayment.* Monthly payments shall be due on the first day of each month and with the application of the 3 month Collateral Payment, the first payment will be due on June 1, 2024
  - . If not sooner paid, all amounts due under this.

- VI. Agreement, including principal, interest and other charges shall be due and payable in full on or before May 26, 2026 which is the completion or maturity date of this Loan.
- I. *Prepayment.* Borrower shall have the right to prepay the indebtedness evidenced by this Agreement at any time, by paying the Lender an amount equal to the sum of (I) the principal balance then outstanding, (ii) all interest accrued to the date of such prepayment, (iii) any late charge or charges then due and owing, there will be no changes made to the due date or to the amount required for monthly payments unless the Lender agrees in writing to those changes.
- II. Default. As used in this agreement, the term 'default' shall mean the violation in the observance or performance of any term, agreement, covenant, condition or stipulation contained or referred to in this agreement or in any document executed in connection with this agreement, endorsement, guaranty or other documents evidencing any of the liabilities secured by this agreement, including, without limitations, the Commitment Letter, and any and all other documents executed in connection with the Loan. If all or any portion of any payment due hereunder is not received by the Lender within 15 calendar days after the date when such payment is due, the Borrower shall pay a late charge equal to 9.0 % of due payment, such late charge to be immediately due and payable without demand by the Lender. Upon the occurrence of a default on 4 consecutive monthly payments, the Lender shall have the right without further notice to the Borrower to declare the entire unpaid balance of the Loan, with accrued interest thereon, immediately due and payable.
- III. *Termination.* Borrower agrees that all information provided to the Lender and in this document is accurate and true and completed to the best ability of the Borrower. Any attempts to undermine or defraud the Lender will release the Lender from any and all obligations in this Agreement. Lender reserves the right to request additional coverage or additional collateral payments pending an independent assessment of client information if coverage purchased by the borrower is deemed inadequate. In the event the Borrower is denied insurance or collateral payment as a result of such assessment, a refund may take place coinciding with the Lender's monthly billing cycle. Termination by the Lender shall not release the Borrower from any obligation to repay the amount advanced by the Lender under the Loan; nor shall termination prejudice or release any of the collateral or rights to enforce repayment of the Loan.
- IV. *Preservation.* Upon the occurrence of any such event of default and at any time thereafter, the Lender shall have all of the remedies of a secured party under the Uniform Commercial Code of the State of OREGON, and as provided in this agreement and all other documents executed by Borrower in connection herewith.
- V. *Relationship.* Both Lender and Borrower intend that the relationship created and evidenced by this Agreement shall be solely that of debtor and creditor. Nothing in this Agreement shall be construed as creating a joint venture, partnership, and tenancy in common, or joint tenancy between Lender and Borrower.
- VI. Supersede. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement and shall supersede and take the place of any other instruments purporting to be an agreement of the parties hereto relating to the subject matter of this said Agreement.
- VII. State Law. This Agreement shall be interpreted, construed, applied and enforced in accordance with the laws of the State of OREGON, regardless of (a) where this Agreement is executed or delivered, (b) where any payment or other performance required by this Agreement is made or required to be made, (c) where any breach of any provision of any such instrument occurs or any cause of action otherwise accrues, (d) where any action or other proceeding is instituted or pending, (e) the nationality, citizenship, domicile, principal place of business, jurisdiction of organization or domestication of any party, or (f) any combination of the foregoing.

IN WITNESS WHEREOF, the undersigned have executed this Agreement and has duly affixed his signature on the date herein stated.

Kevin Molson	
Kevin Molson	Signature of Borrower
CEO Brookhaven Lending Group	

# LOAN DISBURSEMENT FORM SCHEDULE 1 - ACCOUNT SETUP

BROOKHAVEN LENDING GROUP  506 SW 6TH AVE PORTLAND OR 97204  OFFICE DOMICILE  CREDIT FACILITY  Facility Type PERSONAL LOAN Security	Amount \$5,000.0		Currency	SERIAL NO.  3457901  FORM NO.  A66-1		
COLLATERAL PAYMENT  Term  2.3 YEARS  Monthly  212.96  CLIENT INFORMATION	Interest Rate 15.00 PER Release Date MARCH 2,		Amortization 27 MOND  Maturity Date MAY 26,	THS ate		
Street Address  Bazza FRYLEE COUR  City  KENGSPOR  Area Code Tel No. (Residence)	Full Name  BMANDA  State  Area Code Tel I	No. (Other)	Zip Code Language Preffered	E		
DEPOSIT OPTIONS (PLEASE SELECT YOUR PREFERRED METHOD TO  PAYMENT BY CERTIFIED CHEQUE (delivery fees will be deducted from your loan disbursements)  Federal Express Priority (Fee: \$60.00 USD - 24hr delivery)  Federal Express Regular (Fee: \$25.00 USD - 48hr - 72hr delivery)	O RECEIVE FUNDS)	PAYMENT Institution N Transit No. Swift Code	Accou	nt No.		
STATEMENT OPTIONS (PLEASE SELECT YOUR PREFERRED METHO  MONTHLY STATEMENT VIA MAIL.  Password (4-8 characters)  PLEASE READ CAREFULLY AND SIGN BELOW	LOA	N DETAILS ONLINE ase complete this section	n if the online option is s	elected).		
I herby confirm that the information recorded on this form is correct. I acknowledge having received, read and understood the terms and conditions attached to this application.  INITIALS						
Borrower Name (please print)	Borrower S	Signature		Date (MM/DD/YYYY)		

PLEASE RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS