

Any comments you would like to make or see about Austin Bank, Texas, N.A.'s performance in community needs should be forwarded to:

**Debbie Braune, CRA Officer
Austin Bank Texas, N.A.
PO Box 1537
Whitehouse, TX 75791**

Or call:

**903-871-2520
800-644-9275**

April 5, 2023

Office of the Comptroller of the Currency

RE: Case No. CS0260135

Consumer : [REDACTED]

Dear Madam or Sir:

In response to the Complaint of [REDACTED] of March 29, 2023, AUSTIN BANK would respond as follows:

1. Loan Background - On April 27, 2021, the Consumer executed a Promissory Note payable to AUSTIN BANK, in the amount of \$32,784.37 (Exhibit 2). The loan was for funds paid to [REDACTED] for the balance of the purchase price of a 2021 Forest River camper by the Consumer. In addition to the loan proceeds, the Consumer made a down payment of \$2,900.00 (Exhibit 3). The Consumer also signed a Consumer Security Agreement in favor of AUSTIN BANK wherein the Consumer granted a security interest to AUSTIN BANK in the newly acquired Forest River camper (Exhibit 4). Prior to the loan being finalized, the Consumer signed a written Disclosure Statement which sets out the finance charge and other required items (Exhibit 5). The Consumer timely paid the monthly installments due under the Promissory Note until the February 21, 2023 installment date. The Consumer has not made any installment payments on the Promissory Note since January 21, 2023, and is now in default due to the installments due for February 21 and March 21 not having been paid (Exhibit 6).
2. Consumer's Complaint - The Consumer, [REDACTED] complains that AUSTIN BANK failed to properly or legally respond to a document entitled **Affidavit of Truth** (Exhibit 1) which the Consumer mailed to the Bank on January 31, 2023. The Consumer claims that the Bank has committed violations and fraud in a consumer credit transaction and that the Bank has wrongfully continued collection activities after the **Affidavit of Truth** had been mailed. Specifically, in paragraph 1 of the **Affidavit of Truth**, the Consumer quotes 15 USC, Section 1604 (b), which refers to leasing automobiles and other durable goods and refers to "lack of adequate cost disclosures." The transaction in this case was a purchase transaction, having nothing to do with leasing. Paragraph 2 of the **Affidavit of Truth** complains that the Bank violated the provisions of 15 USC, Section 1605 regarding the determination of finance charges in the transaction. Paragraph 3 of the **Affidavit of Fact** addresses charges for property damage insurance and liability insurance being included in the determination of finance charges. In this

case there was no property damage insurance and no liability insurance involved, as AUSTIN BANK does not sell property damage or liability insurance products.

3. AUSTIN BANK's Response to the Consumer's Complaint -

- (A) Right of Rescission - Apparently the Consumer is also implying that the **Affidavit of Truth** and document titled **Right of Rescission** (Exhibit 8) have the effect of tolling any collection activities on the delinquent loan. The **Affidavit of Truth** attempted to invoke a statutory right of rescission. The Consumer erroneously assumes that the statutory right of rescission is applicable to the transaction with AUSTIN BANK. The transaction with AUSTIN BANK was simply a **purchase money transaction** for the purchase of a camper; accordingly, there is no statutory right of rescission for this transaction. The Consumer is attempting to rescind the transaction two years after the loan was made.

It is the position of AUSTIN BANK that the Consumer's complaints concerning the **Affidavit of Truth** and the **Right of Rescission** having the effect of tolling collection activities on a delinquent loan and authorizing rescission of the loan is simply without merit and without basis in the law.

- (B) Disclosure of Costs - In paragraph 3 of the **Affidavit of Truth**, the Consumer claims that property damage insurance and liability insurance costs are items which are required to be included in the Finance Charge (but only in lease transactions); however, AUSTIN BANK does not sell any property damage or liability insurance and did not sell any of these insurance items to the Consumer in this transaction. Further, the cost of the credit life insurance premium is clearly disclosed in the written Disclosure Statement and is included in the total Amount Financed as set out in the written Disclosure Statement that was signed by the Consumer at the time the loan was made (Exhibit 5). AUSTIN BANK does not require credit life insurance on any loan from the Bank. A customer's purchase of credit life insurance is entirely voluntary. While credit life insurance is not a requirement of any loan at AUSTIN BANK, the voluntary credit life insurance coverage offered to customers by the Bank is underwritten, the principal risk is assumed and the insurance processing is entirely provided by a third party, although purchased through AUSTIN BANK. The credit life insurance is entirely at the customer's option. Since the credit life insurance is entirely voluntary, the charges for credit life insurance are not required to be included within the amount of the Finance Charge disclosed under such circumstances. The Customer's Disclosure Statement does clearly set out all charges for the loan and the credit

life insurance acquired by the Customer. The amortization schedule sets out that the only “cost” that is included in the Finance Charge is the \$100 application fee, as per Regulation Z. The Consumer’s allegations against AUSTIN BANK, as set forth in the **Affidavit of Truth** and the **Right of Rescission**, are simply erroneous and not applicable to the transaction.

The Consumer is a valued customer of AUSTIN BANK. When these allegations were raised in the Consumer’s January 31, 2023 correspondence to the Bank, management of the Bank thoroughly investigated the Complaint and found no errors in the Disclosure. The Bank then forwarded the Complaint to outside legal counsel for review and again, no error was found. Russ Gideon, the President of the Bank, then responded to the Consumer’s concerns and offered to visit with the customer and discuss the Consumer’s concerns (Exhibit 7) if the Consumer contacted Mr. Gideon. The Consumer’s only reply was to forward a written request for loan validation to the Bank pursuant to the Fair Debt Collection Practices Act, to which written response was timely made. The Consumer’s loan remains in default and Bank has confirmed that all documents and disclosures are correct and in full compliance with all applicable laws and Regulations.

True copies of the following exhibits are attached hereto.

Exhibit 1 - Affidavit of Truth, signed by [REDACTED]

Exhibit 2 - Promissory Note, dated April 27, 2021, in the principal sum of \$32, 784.39, signed by [REDACTED]

Exhibit 3 - Consumer Security Agreement, dated April 27, 2021, signed by [REDACTED]

Exhibit 4 - Down payment, Regions Bank Cashier’s Check [REDACTED], in the amount of \$2,900.00.

Exhibit 5 - Disclosure Statement, dated April 21, 2021 and signed by [REDACTED]

Exhibit 6 - Loan payment history.

Exhibit 7 - Letter, dated February 21, 2023, from Russ Gideon, President/CEO of Austin Bank to [REDACTED]

Office of the Comptroller of the Currency
April 5, 2023
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Exhibit 8 - Right of Rescission

AUSTIN BANK appreciates the opportunity to clarify the erroneous concerns of its customer, [REDACTED]

Please feel free to contact me if additional information is required.

With regards,

Russ Gideon,
President/CEO

Affidavit of Truth

January 31, 2023

[REDACTED]

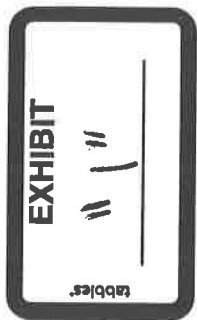
AUSTIN BANK, TEXAS NATIONAL ASSOCIATION
P.O. BOX 951
JACKSONVILLE, TEXAS 75766

PROPERTY: 2021 FOREST RIVER WILDWOOD
MODEL 36VBDS [REDACTED]

Notice to all, I, am that I am, the consumer in fact, natural person, original creditor, lender, executor, administrator, holder in due course for any and all derivatives thereof for the surname/given name [REDACTED] and I have been appointed and accept being the executor both public and private for all matters proceeding, and I hereby claim that I will [REDACTED] and autograph as the agent, attorney in fact, so be it;

Whereas, I of age, of majority, give this herein notice to all, I make solemn oath to the one and only most high of creation only, whoever that may be, and I depose the following facts, so be it, now present:

1. This Affidavit of Fact is **Pursuant 15 U.S. Code § 1601 (b)**- Congressional findings and declaration of purpose which states The Congress also finds that there has been a recent trend toward leasing automobiles and other durable goods for consumer use as an alternative to installment credit sales and that these leases have been offered without adequate cost disclosures.
2. Notice that under **15 U.S. Code § 1605**- Except as otherwise provided in this section, the amount of the finance charge in connection with any consumer credit transaction shall be determined as the sum of all charges, payable directly or indirectly by the person to whom the credit is extended and are aware that you, **Austin Bank, Texas National Association**, violated this right as shown in Exhibit (A) and (B) as the finance charge is not the sum of all charges.
3. You, **Austin Bank, Texas National Association**, shall also know that Examples of charges which are included in the finance charge include any of the following types of charges which are applicable as stated **Pursuant to 15 U.S. Code § 1605 (c) Property damage and liability insurance premiums included in finance charge**, charges or premiums for insurance, written in connection with any consumer credit transaction, against loss of or damage to



property or against liability arising out of the ownership or use of property, shall be included in the finance charge and are aware that you are in violation as this was not included in the finance charge.

4. You, **Austin Bank, Texas National Association**, are also in violation of **15 U.S. Code § 1605(a)** The finance charge does not include charges of a type payable in a comparable cash transaction (i.e. deposits or monthly payments). Please see Exhibit (B) for a **deposit/ down payment** in the amount of **\$2,900** and a payment schedule for **monthly payments**
5. Take further notice that you, **Austin Bank, Texas National Association**, did not include Exhibit (C), the Credit Insurance, in the amount of \$738.64 in the Finance Charge

“Let us inquire if this has been done **There is no question of the general doctrine that fraud vitiates the most solemn contracts, documents, and even judgments.**” Pursuant UNITED STATES vs THROCKMORTON | 98 U.S. 61| U.S

Fact, affiant is aware and has proof in the attachment labeled as Exhibit A, B and Exhibit C that Austin Bank, Texas National Association is in violation of 15 USC 1605(a)(b) and (c) just to name a few.

MAXIMS OF LAW

- 4. TRUTH IS EXPRESSED IN THE FORM OF AN AFFIDAVIT**(Lev. 5:4-5; Lev. 6:3-5; Lev. 19:11-13; Num. 30:2; Mat. 5:33; James 5: 12).
- 5. AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN COMMERCE**(12 Pet. 1:25; Heb. 6:13-15;)
- 6. AN UNREBUTTED AFFIDAVIT BECOMES THE JUDGEMENT IN COMMERCE** (Heb. 6:16-17;).
- 7. IN COMMERCE FOR ANY MATTER TO BE RESOLVED MUST BE EXPRESSED**(Heb. 4:16; Phil. 4:6; Eph. 6:19-21)

I swear to all information provided herein, I do so under the penalty of perjury that the information I so affirm to be true, correct, accurate to the best of my ability and knowledge, so be it;

I do not accept this offer to contract.

I do not consent to these proceedings.

I do require subrogation of the bond to settle the charge.

On the date of 1-31-2023

[redacted] agent, [redacted] came before me today present as a flesh and
[redacted] being (non entity/non debtor) under oath to the most high of creation only
and provided the facts listed herein.

Your name printed

[redacted]

Your signature

[redacted]

Sworn to be affirmed by and subscribed before me on the 31st day of
January, year 2023.

[redacted]

Notary Name

Notary Signature

Notary Seal:

[redacted]

PROOF OF MAILING

January 31, 2023



AUSTIN BANK, TEXAS NATIONAL ASSOCIATION
P.O. BOX 951
JACKSONVILLE, TX 75766

Please find the following documents enclosed in this letter as proof of mailing:

1. Affidavit of Truth
2. Exhibits as labeled in Affidavit with original source: Exhibit A, Exhibit B and Exhibit C
3. Right of Rescission
4. Invoice



INVOICE


5

Bill To:
AUSTIN BANK, TEXAS NATIONAL ASSOCIATIONS
P.O. BOX 951
JACKSONVILLE, TX 75766

Date: Jan 31, 2023
Payment Terms: Pay by Check
Due Date: Feb 20, 2023
Balance Due: \$2,900.00

Item	Quantity	Rate	Amount
Federally Protected Consumer Rights violations under 15 USC 1601	1	\$2,900.00	\$2,900.00

Subtotal: \$2,900.00
Tax (0%): \$0.00
Total: \$2,900.00

Notes:
Please return the deposit of \$2,900 that was paid to Austin Bank via check to 



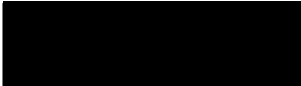
00000004100147135095504272021

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$32,784.37	04-27-2021	05-11-2026	[REDACTED]	087	0	2480	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Borrower:



Lender:

Austin Bank, Texas National Association
Lufkin
P O Box 1537
Whitehouse, TX 75791

Principal Amount: \$32,784.37

Interest Rate: 6.350%

Date of Note: April 27, 2021

PROMISE TO PAY. I ("Borrower") promise to pay to Austin Bank, Texas National Association ("Lender"), or order, in lawful money of the United States of America, the principal amount of Thirty-two Thousand Seven Hundred Eighty-four & 37/100 Dollars (\$32,784.37), together with interest on the unpaid principal balance from April 27, 2021, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 6.350% per annum, until maturity. The interest rate may change under the terms and conditions of the "POST MATURITY RATE" section.

PAYMENT. I will pay this loan in 60 payments of \$640.85 each payment. My first payment is due June 11, 2021, and all subsequent payments are due on the same day of each month after that. My final payment will be due on May 11, 2026, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest as shown on the most recent statement or bill provided to me (if no statement or bill has been provided for any reason, it shall be applied to the unpaid interest accrued since the last payment); then to principal; then to any escrow or reserve account payments as required under any mortgage, deed of trust, or other security instrument or security agreement securing this Note; then to any late charges; and then to any unpaid credit insurance premiums, accrued to the date of receipt of payment. I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

ADMINISTRATIVE FEE. I will pay an administrative fee in the amount of \$100.00. This fee is considered earned at the time the loan is made or refinanced and is not subject to refund.

AMOUNT FINANCED. The Amount Financed under this Note is \$32,684.37.

MAXIMUM INTEREST RATE. Under no circumstances will the interest rate on this Note exceed (except for any higher default rate shown below) the lesser of 18.000% per annum or the maximum rate allowed by applicable law.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the interest rate over the number of days in a year (365 for all years, including 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.

PREPAYMENT. I may prepay this Note in part or in full at any time before final maturity, whether by cash, a new loan, renewal, or otherwise. Prepayment in full shall consist of payment of the remaining unpaid principal balance together with all accrued and unpaid interest and all other amounts, costs and expenses for which I am responsible under this Note or any other agreement with Lender pertaining to this loan, and in no event will I ever be required to pay any unearned interest. Early payments will not, unless agreed to by Lender in writing, relieve me of my obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in my making fewer payments. I agree not to send Lender payments marked "paid in full", "without recourse", or similar language. If I send such a payment, Lender may accept it without losing any of Lender's rights under this Note, and I will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Austin Bank, Texas National Association; Lufkin; P O Box 1537; Whitehouse, TX 75791.

LOAN PAYMENT POSTING. Loan payments using a payment coupon, statement or account number will be credited on the date of received if the payment is made during regular business hours. This includes payments made by ACH, telephone transfer, internet banking and mobile banking. If you do not have your payment coupon, statement or account number when making your loan payment, we will consider your payment non-conforming. Non-conforming loan payments will be posted as soon as your loan is identified, or on our next business day, or no later than five business days from receipt. Saturdays, Sundays and Federal holidays are not business days and will not receive immediate credit.

Payments can be made in person at any of our offices, by mail, at the night depository, by telephone transfer, ACH, internet banking or mobile banking. Loan payments can be made at any office and each office has different open and close times. In general our cutoff times are:

Lobby and Night Depository: Monday - Thursday - 9:00 am to 4:00 pm and Friday - 9:00 am to 5:00 pm

Drive-thru: Monday - Friday 7:30 am to 5:30 pm

Mail payments: Monday - Friday during regular business hours (excluding Saturday, Sunday and Federal holidays).

LATE CHARGE. If a payment remains unpaid after 10 days or more, I will be charged 5.000% of the payment.

POST MATURITY RATE. The Post Maturity Rate on this Note is the lesser of (A) the maximum rate allowed by law or (B) 18.000% per annum. I will pay interest on all sums due after final maturity, whether by acceleration or otherwise, at that rate.

DEFAULT. I will be in default under this Note if any of the following happen:

Payment Default. I fail to make any payment 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.

Exhibit B

EXHIBIT 112

tabbles

Death or Insolvency. Any Borrower or becomes insolvent; a receiver is appointed for any part of my property; I file an assignment for the benefit of creditors; or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws. However, my death will not be an event of default if as a result of the death the indebtedness is fully covered by credit life insurance.

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.

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.

LENDER'S RIGHTS. Upon default, Lender may declare the entire indebtedness, including the unpaid principal balance under this Note, all accrued unpaid interest, and all other amounts, costs and expenses for which I am responsible under this Note or any other agreement with Lender pertaining to this loan, immediately due, without notice, and then I will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire an attorney to help collect this Note if I do not pay, and I will pay all of Lender's attorneys'

PROMISSORY NOTE
(Continued)

fees assessed by the court. I also will pay Lender all other amounts Lender actually incurs as court costs, lawful fees for filing, recording, releasing to any public office any instrument securing this Note; the reasonable cost actually expended for repossessing, storing, preparing for sale, and selling any security; and fees for noting a lien on or transferring a certificate of title to any motor vehicle offered as security for this Note, or premiums or identifiable charges received in connection with the sale of authorized insurance

GOVERNING LAW. 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 Texas without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Texas.

DISHONORED CHECK CHARGE. I will pay a processing fee of \$25.00 if any check given by me to Lender as a payment on this loan is dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all my accounts with Lender (whether checking, savings, or some other account). This includes all accounts I hold jointly with someone else and all accounts I may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

COLLATERAL. I acknowledge this Note is secured by the following collateral described in the security instrument listed herein:

(A) a Consumer Security Agreement dated April 27, 2021 made and executed between [REDACTED] and Lender on collateral described as titled collateral.

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 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 any 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.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon me, and upon my heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. NOTICE: Under no circumstances (and notwithstanding any other provisions of this Note) shall the interest charged, collected, or contracted for on this Note exceed the maximum rate permitted by law. The term "maximum rate permitted by law" as used in this Note means the greater of (a) the maximum rate of interest permitted under federal or other law applicable to the indebtedness evidenced by this Note, or (b) the higher, as of the date of this Note, of the "Weekly Ceiling" or the "Quarterly Ceiling" as referred to in Sections 303.002, 303.003 and 303.006 of the Texas Finance Code. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. I do not agree or intend to pay, and Lender does not agree or intend to contract for, charge, collect, take, reserve or receive (collectively referred to herein as "charge or collect"), any amount in the nature of interest or in the nature of a fee for this loan, which would in any way or event (including demand, prepayment, or acceleration) cause Lender to charge or collect more for this loan than the maximum Lender would be permitted to charge or collect by federal law or the law of the State of Texas (as applicable). Any such excess interest or unauthorized fee shall, instead of anything stated to the contrary, be applied first to reduce the principal balance of this loan, and when the principal has been paid in full, be refunded to me. The right to accelerate maturity of sums due under this Note does not include the right to accelerate any interest which has not otherwise accrued on the date of such acceleration, and Lender does not intend to charge or collect any unearned interest in the event of acceleration. All sums paid or agreed to be paid to Lender for the use, forbearance or detention of sums due hereunder shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of the loan evidenced by this Note until payment in full so that the rate or amount of interest on account of the loan evidenced hereby does not exceed the applicable usury ceiling. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, notice of dishonor, notice of intent to accelerate the maturity of this Note, and notice of acceleration of the maturity of this Note. Notwithstanding any other provision of this Note, I do not waive any right accruing to me under the provisions of the Texas Finance Code. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. The obligations under this Note are joint and several. This means that the words "I", "me", and "my" mean each and all of the persons signing below.

PRIOR TO SIGNING THIS NOTE, I READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. I AGREE TO THE TERMS OF THE NOTE. I ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

[REDACTED]



00000004100147135027004272021

CONSUMER SECURITY AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$32,784.37	04-27-2021	05-11-2026	[REDACTED]	087	0	2480	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Grantor:



Lender:

Austin Bank, Texas National Association
Lufkin
P O Box 1537
Whitehouse, TX 75791

THIS CONSUMER SECURITY AGREEMENT dated April 27, 2021, is entered into between Dashawnna J. McClelland (referred to below as "I") and Austin Bank, Texas National Association (referred to below as "Lender").

GRANT OF SECURITY INTEREST. To secure the indebtedness described herein (including all obligations under the Note and this Agreement), I grant to Lender a security interest in all of the Property described below. I understand that the following statements set forth my responsibilities, as well as Lender's rights concerning the Property. I agree as follows:

PROPERTY DESCRIPTION. The word "Property" as used in this Agreement means the following described property in which I am giving to Lender a security interest for the payment of the indebtedness and performance of all other obligations under the Note and this Agreement:

2021 Forest River 36VBDs [REDACTED]

In addition, the word "Property" also includes all the following: any and all accessions, attachments, accessories, replacements of and additions to any of the property described herein (such as tires or batteries attached to a car, a motor attached to a boat, or appliances and fixtures attached to a mobile home), whether added now or later, together with all proceeds (including insurance proceeds and refunds of insurance premiums) if any, and sums due from a third party who has damaged or destroyed the Property or from that party's insurer, whether due to judgment, settlement or other process.

Despite any other provision of this Agreement, Lender is not granted, and will not have, a nonpurchase money security interest in household goods, to the extent such a security interest would be prohibited by applicable law. In addition, if because of the type of any Property, Lender is required to give a notice of the right to cancel under Truth in Lending for the indebtedness, then Lender will not have a security interest in such Property unless and until such a notice is given.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all my accounts with Lender (whether checking, savings, or some other account). This includes all accounts I hold jointly with someone else and all accounts I may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

REPRESENTATIONS AND PROMISES WITH RESPECT TO THE PROPERTY. I represent and promise to Lender that:

Ownership. I am the lawful owner of the Property. The Property is free and clear of all loans, liens, security interests, mortgages, claims, and encumbrances except for those I have disclosed to Lender in writing prior to my signing this Agreement. I agree to defend Lender's rights in the Property against the claims and demands of all persons. I will not allow any other liens on the Property, even if they are junior to Lender's lien. I have the full authority and right to enter into this Agreement and to grant a security interest in the Property to Lender.

No Sale. Without Lender's prior written consent, I will not sell, lease, transfer, borrow against, or otherwise dispose of any of my rights in the Property unless and until all the indebtedness is paid in full.

Location of the Property. I agree to keep the Property at my address shown above unless Lender tells me I can move it. I will not do anything that requires applying for a certificate of title for the vehicle in another state. If I move from my address shown above to another location within the same state, I may move the Property to my new address, but only if I give Lender the new address in writing prior to my moving. In any event, I agree to keep Lender informed at all times of my current address.

Maintenance and Insurance. I will keep the Property in good condition and repair. If the Property is damaged, lost or stolen, I immediately will inform Lender. I will keep the Property fully insured against all loss or damage by fire, theft, collision, and such other hazards as Lender may require from time to time. The insurance will be on terms, including deductible provisions and endorsements, that are satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such notice. I understand I may obtain insurance from any insurance company authorized to do business in Texas. I MAY FURNISH THE REQUIRED INSURANCE WHETHER THROUGH EXISTING POLICIES OWNED OR CONTROLLED BY ME OR THROUGH EQUIVALENT INSURANCE FROM ANY INSURANCE COMPANY AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF TEXAS. I will provide Lender with the original insurance policy, or other proof satisfactory to Lender of the insurance coverage, together with all endorsements required by Lender, including an endorsement naming Lender as the party to whom all losses will be paid. If Lender receives a refund of any insurance premiums, I agree that the refund is Property covered by this Agreement. Lender may apply the refund to payment of any of the indebtedness. Any insurance policy which I deliver to Lender will be held to secure payment of the indebtedness. Until all indebtedness is paid in full, Lender is authorized, but shall not be required, to file any proof of loss, adjust any loss, receive and receipt for any sum payable, surrender any policy, discharge and release any insurer, endorse any loss or refund check or draft, and in general do in my name, or otherwise, any and all things with respect to the insurance or any insurance proceeds.

Licensing and Governmental Regulations. I agree to keep the Property licensed at all times as required by all applicable state and federal laws. In addition, I agree to pay when due all license fees, taxes and assessments relating to the Property or the use of the Property. I further agree that the Property will not be used for any unlawful purpose or in violation of any statute, law, ordinance, or regulation relating to the use, operation, or control of the Property.

Inspection. I agree that Lender or Lender's agents shall have the right from time to time to inspect the Property wherever located.

Financing Statements. I authorize Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, I additionally agree to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. I will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. I irrevocably appoint Lender as my attorney-in-fact to execute documents necessary to transfer title if there is a default.

EXHIBIT

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Inspection. I agree that Lender or Lender's agents shall have the right from time to time to inspect the Property wherever located.

Financing Statements. I authorize Lender to file a UCC financing statement, or alternatively, a of this Agreement to perfect Lender's security interest. At Lender's request, I additionally agree to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. I will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. I irrevocably appoint Lender as my attorney-in-fact to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement. I will promptly notify Lender of any change to my name or the name of any individual Grantor, any individual who is a partner for a Grantor, and any individual who is a trustee or settlor or trustor for a Grantor under this Agreement. I will also promptly notify Lender of any change to the name that appears on the most recently issued, unexpired driver's license or state-issued identification card, any expiration of the most recently issued driver's license or state-issued identification card for me or any individual for whom I am required to provide notice regarding name changes.

LENDER'S EXPENDITURES. If I fail for any reason to maintain any insurance as required in this Agreement, Lender may buy similar insurance protecting Lender's interest only in the Property. All expenses paid by Lender for such purposes will then bear interest at the Note rate from the date paid by Lender to the date of repayment by me. To the extent permitted by applicable law, all such expenses will become a part of the Indebtedness and, at Lender's option, will be payable on demand. If such insurance is sold for a premium not fixed or approved by the State Board of Insurance, I will be so notified at the time of purchase thereof. I may cancel such insurance if I provide substitute equivalent coverage from a company authorized to transact business in Texas. This Agreement also will secure payment of these amounts.

DEFAULT. I will be in default if any of the following happens:

Payment Default. I fail to make any payment when due under the Indebtedness.

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 Agreement or in any agreement related to this Agreement.

Default in Favor of Third Parties. I default 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 ability to perform my obligations under this Agreement 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 Agreement or the

CONSUMER SECURITY AGREEMENT
(Continued)

Loan No: 4100147135

Page 2

Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Death or Insolvency. I die or become incompetent or 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. However, my death will not be an Event of Default if as a result of my death the indebtedness is fully covered by credit life insurance.

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 Agreement 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.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

Insecurity. Lender in good faith believes itself insecure.

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.

LENDER'S RIGHTS. I may keep and use the Property so long as I am not in default under this Agreement. If I am in default, this is what Lender may do, in addition to any other rights Lender may have:

Accelerate Indebtedness. Lender may declare all Indebtedness immediately due and payable.

Other Rights and Remedies. In addition, Lender will have all the rights of a secured party under the Uniform Commercial Code and other applicable law. This means, among other rights, that Lender may enter upon the premises at the address shown above, provided Lender does so without a breach of the peace or a trespass, and take the Property peaceably and sell it. Lender may also, to the extent permitted by law, and provided Lender may do so without a breach of the peace or a trespass, enter upon other premises for the purpose of retaking the Property, and I consent to such entry. If the Property contains any goods not covered by this Agreement at the time of repossession, I agree that Lender may take such goods, provided that Lender makes reasonable efforts to return them to me after repossession. If Lender asks me to do so, I will gather the Property and make it available to Lender at a place reasonably convenient to both Lender and me.

Application of Proceeds. If Lender sells the Property, Lender will apply the "net proceeds" of the sale to reduce the amount owed Lender. "Net proceeds" means the sale price less the expenses of repossession, repair, sale, and as provided below, all of Lender's attorneys' fees assessed by the court and other collection expenses. I agree that, to the extent permitted by law, I will owe Lender any difference between the amount of the Indebtedness and the net proceeds Lender receives from the sale of the Property.

Notice. Unless the Property threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give me, and other persons as required by law, reasonable notice of the time and place of any public sale or of the time after which any private sale or any other intended disposition of the Property is to be made. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition, except as otherwise required by applicable law.

CROSS - COLLATERALIZATION. In addition to the Note, this Agreement secures all amounts that I may owe to Lender, whether owed now or later. This means that every loan I have now or obtain later with Lender is secured by this Agreement. This Agreement also secures all other amounts and obligations that I may owe to Lender (such as an overdraft on a checking account).

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments and Interpretation. (1) What is written in this Agreement is my entire agreement with Lender concerning the Property. This Agreement may not be changed except by another written agreement between us. (2) If more than one person signs below, our obligations are joint and several. This means that the words "I," "me," and "my" mean each and every person or entity signing this Agreement, and that, if Lender brings a lawsuit, Lender may sue any one or more of us. I also understand Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Agreement are for convenience purposes only. They are not to be used to interpret or define the provisions of this Agreement. (4) I agree that this Agreement is the most reliable evidence of my agreements with Lender.

Attorneys' Fees; Expenses. I agree to pay all of Lender's costs and expenses, including all of Lender's attorneys' fees assessed by the court and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement or to collect the Indebtedness, and I shall pay the costs and expenses of such enforcement. Costs and expenses include all of Lender's attorneys' fees assessed by the court and legal expenses whether or not there is a lawsuit, including all of Lender's attorneys' fees assessed by the court and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. I also shall pay all court costs, in addition to all other sums provided by law. This Agreement also secures all of these amounts.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Texas without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Texas.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any person may change his or her address for notices under this Agreement by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, I agree to keep Lender informed at all times of my current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be my responsibility to tell the others of the notice from Lender.

No Waiver by Lender. I understand Lender will not give up any of Lender's rights under this Agreement unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean I will not have to comply with the other provisions of this Agreement. I also understand that if Lender does consent to a request, that does not mean that I will not have to get Lender's consent again if the situation happens again. I further understand that just because Lender consents to one or more of my requests, that does not mean Lender will be required to consent to any of my future requests. I waive presentment, demand for payment, protest, notice of dishonor, notice of intent to

that the rest of this Agreement will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Agreement even if a provision of this Agreement may be found to be invalid or unenforceable.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of my interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than me, Lender, without notice to me, may deal with my successors with reference to this Agreement and the indebtedness by way of forbearance or extension without releasing me from the obligations of this Agreement or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

DEFINITIONS. The following words shall have the following meanings when used in this Agreement:

Agreement. The word "Agreement" means this Consumer Security Agreement, as this Consumer Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Consumer Security Agreement from time to time.

Borrower. The word "Borrower" means Dashawonna J. McClelland and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

Grantor. The word "Grantor" means Dashawonna J. McClelland.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including

**CONSUMER SECURITY AGREEMENT
(Continued)**

without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which I am responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means Austin Bank, Texas National Association, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

Note. The word "Note" means the note or credit agreement dated April 27, 2021, in the principal amount of \$32,784.37 from [REDACTED] to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the note or credit agreement.

Property. The word "Property" means all of my right, title and interest in and to all the Property as described in the "Property Description" section of this Agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

I HAVE READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS CONSUMER SECURITY AGREEMENT AND AGREE TO ITS TERMS. THIS AGREEMENT IS DATED APRIL 27, 2021.

GRANTOR:

[REDACTED]

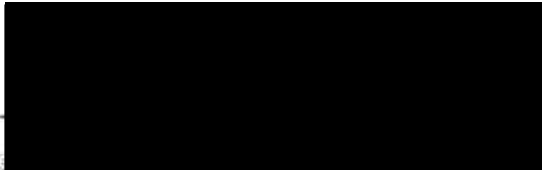
Exhibit B

Down payment



CASHIER'S CHECK

04/27/2021



TWO THOUSAND NINE HUNDRED DOLLARS AND 00 CENTS

PAY TO THE ORDER OF: AUSTIN BANK

VOID

\$2,900.00

Fee

\$10.00

NOT NEGOTIABLE
CUSTOMER COPY

Regions Bank

Branch TX04712
CC004712

EXHIBIT

"4"

tabbies



00000004100147135035504272021

DISCLOSURE STATEMENT

Principal	Loan Date	Maturity	Loan No	Cell / Coll	Account	Officer	Initials
\$32,784.37	04-27-2021	05-11-2026	[REDACTED]	087	0	2480	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Borrower: [REDACTED]

Lender: Austin Bank, Texas National Association
Lufkin
P O Box 1637
Whitehouse, TX 75791

Exhibit A

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of my credit as a yearly rate.	The dollar amount the credit will cost me.	The amount of credit provided to me or on my behalf.	The amount I will have paid after I have made all payments as scheduled.
6.482%	\$5,766.63	\$32,684.37	\$38,451.00

Exhibit B

PAYMENT SCHEDULE. My payment schedule will be 60 monthly payments of \$640.85 each, beginning June 11, 2021.

PROPERTY INSURANCE. I may obtain property insurance from anyone I want that is authorized to do business in Texas. I may furnish the required insurance whether through existing policies owned or controlled by me or through equivalent insurance from any insurance company authorized to transact business in the State of Texas.

SECURITY. A security interest is being given in the goods or property being purchased. In addition, Lender has also reserved a contractual right of setoff in my deposit accounts. In addition, collateral securing other loans with Lender may also secure this loan.

LATE CHARGE. If a payment remains unpaid after 10 days or more, I will be charged 5.000% of the payment.

PREPAYMENT. If I pay off early, I will not be entitled to a refund of part of the prepaid finance charge, and I will not have to pay a penalty. I will look at my contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds.

I read and was given a completed copy of this Disclosure Statement on April 27, 2021, prior to signing the Note.

BORROWER: [REDACTED]

Exhibit C

Amount Financed Itemization

Amount paid to others on my behalf: \$738.64 for Credit Insurance	\$738.64
Other Disbursements: \$34,846.73	\$34,846.73
Total Financed Prepaid Finance Charges:	\$100.00
Other Funds Contributed: \$2,900.00 From Borrower	(\$2,900.00)
Note Principal:	\$32,784.37
Prepaid Finance Charges:	\$100.00
Financed: \$100.00 Administrative Fee	\$100.00
Amount Financed:	\$32,684.37

Exhibit B



Note [Redacted]



Relationship	Date of Birth	Phone Number	Tax Identification
[Redacted]	[Redacted]	[Redacted]	[Redacted]

Additional Relationships

[Redacted]

[See Mailing Information](#)

Account Classification



Warnings



Mailing Label



Loan To Date



Date	Description	Transaction Amount	Principal:	Interest:	Principal Balance
Apr 27, 2021	Original Rate	Interest Rate:	6.350000		
Apr 27, 2021	Insurance Premium	\$738.64	\$738.64		\$738.64
Apr 27, 2021	<u>LOAN ADVANCE</u>	\$32,045.73	\$32,045.73		\$32,784.37
Jun 11, 2021	Payment - Extra To Principal	\$640.85	\$384.19	\$256.66	\$32,400.18
Jul 12, 2021	Payment - Extra To Principal	\$640.85	\$466.12	\$174.73	\$31,934.06
Aug 11, 2021	Payment - Extra To Principal	\$640.85	\$474.19	\$166.66	\$31,459.87
Sep 13, 2021	Payment - Extra To Principal	\$640.85	\$460.24	\$180.61	\$30,999.63
Oct 12, 2021	Payment - Extra To Principal	\$640.85	\$484.46	\$156.39	\$30,515.17
Nov 12, 2021	Payment - Extra To Principal	\$640.85	\$476.28	\$164.57	\$30,038.89
Dec 13, 2021	Payment - Extra To Principal	\$640.85	\$478.85	\$162.00	\$29,560.04
Jan 11, 2022	Payment - Extra To Principal	\$640.85	\$491.72	\$149.13	\$29,068.32
Feb 11, 2022	Payment - Extra To Principal	\$640.85	\$484.09	\$156.76	\$28,584.23
Mar 11, 2022	Payment - Extra To Principal	\$640.85	\$501.61	\$139.24	\$28,082.62
Apr 11, 2022	Payment - Extra To Principal	\$640.85	\$489.40	\$151.45	\$27,593.22
May 11, 2022	Payment - Extra To Principal	\$640.85	\$496.84	\$144.01	\$27,096.38
Jun 13, 2022	Payment - Extra To Principal	\$640.85	\$485.29	\$155.56	\$26,611.09
Jul 11, 2022	Payment - Extra To Principal	\$640.85	\$511.23	\$129.62	\$26,099.86
Aug 11, 2022	Payment - Extra To Principal	\$640.85	\$500.09	\$140.76	\$25,599.77
Sep 12, 2022	Payment - Extra To Principal	\$640.85	\$498.34	\$142.51	\$25,101.43
Oct 11, 2022	Payment - Extra To Principal	\$640.85	\$514.21	\$126.64	\$24,587.22
Nov 14, 2022	Payment - Extra To Principal	\$640.85	\$495.42	\$145.43	\$24,091.80
Dec 12, 2022	Payment - Extra To Principal	\$640.85	\$523.50	\$117.35	\$23,568.30
Jan 17, 2023	<u>Regular Payment</u>	\$640.85	\$493.25	\$147.60	\$23,075.05
Feb 21, 2023	Automatic Late Charge	\$32.04			\$23,075.05
Mar 21, 2023	Automatic Late Charge	\$32.04			\$23,075.05





February 21, 2023

[REDACTED]

Dear [REDACTED]

Austin Bank is in receipt of your claim dated January 31, 2023 and received on February 8, 2023.

After careful review of the points made in the Affidavit of Truth and the documentation we have on file, we find that we are in compliance with Regulation Z – Truth-in-Lending Act for a consumer purchase transaction of the 2021 Forest River Wildwood recreational vehicle purchased new from [REDACTED] and financed with Austin Bank. We did appropriately disclose all costs related to the consumer purchase of the recreational vehicle for which a Right of Rescission does not apply to a "purchase" transaction.

The \$2,900.00 was the down payment provided by you via a Cashier's Check [REDACTED] from Regions Bank. Please understand that the total paid to [REDACTED] for the vehicle was \$34,845.73. The amount paid consists of \$31,945.73 from your loan with Austin Bank and \$2,900.00 paid from you by Cashier's Check. The \$2,900.00 you referenced in your correspondence was paid as your down payment to [REDACTED] not paid to Austin Bank.

Further, the original balance of your loan was \$32,684.37, which consisted of the above reference \$31,945.73 from Austin Bank and \$738.64 paid for credit life insurance. All of this as very clearly disclosed to you in the disclosure statement of April 27, 2021, which you included in your correspondence to Austin Bank.

Thank you for being a valued customer and bringing your concerns to our attention. We appreciate your business and for banking with Austin Bank. Should you desire to discuss this transaction further, please contact my office at 905-586-1526.

Sincerely,

Russ Gideon
President / CEO

200 E. Commerce Jacksonville, Texas 75766
903-586-1526 903-541-2086 Fax

Member FDIC



Austin Bank, Texas National Association

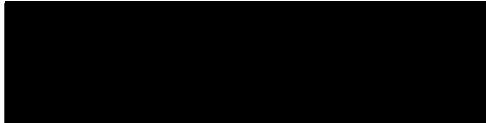
P.O. Box 951

Jacksonville, TX 75766

ATTN: Russ Gideon

RIGHT OF RESCISSION

January 31, 2023



AUSTIN BANK, TEXAS NATIONAL ASSOCIATION
200 E COMMERCE
JACKSONVILLE, TEXAS
75766

Pursuant to 15 U.S. Code § 1611(1)(3) you can be fined up to \$5000.00 for giving false, inaccurate information and fails to provide information which he is required to disclose and in this case you, **Austin Bank, Texas National Association**, willfully did when you failed to disclose and provide all information clearly to me as a consumer.;

Pursuant to 15 U.S. Code § 1635 (a) DISCLOSURE OF OBLIGOR'S RIGHT TO RESCIND, ... "the obligor shall have the right to rescind the transaction until midnight of the third business day following the consummation of the transaction or the delivery of the information and rescission forms required under this section" ... I did not receive said disclosure nor was the disclosure mentioned or explained to me by a representative of **Austin Bank, Texas National Association**

Notice that Pursuant to 15 U.S. Code § 1635(b) upon receipt of this rescission I am not liable for any finance charge, security interest, etc. and becomes void effective immediately.

Take further notice that pursuant to Federal Truth in Lending Act, I hereby request the return of my deposit in the amount of \$2,900. 20 days after your receipt of this notice you have to return any money or property given and also **terminate and reflect that termination of the security interest and lien placed on the property** which in this case is a **2021 FOREST RIVER WILWOOD MODEL 36VBDS VIN#**

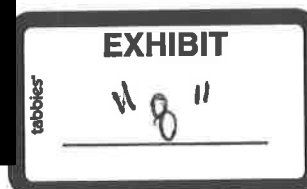
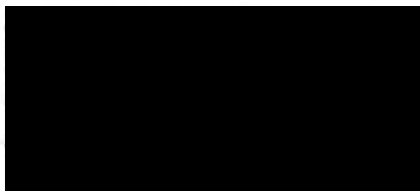


Your failure to comply with this rescission will result in civil liability for fraud Pursuant to 15 U.S. Code § 1640

This Affidavit of Truth is dated the 31st Day of January in the year 2023

 [Agent/Beneficiary] Without Prejudice, All Natural Inalienable Rights Reserved

SEAL
Jurat



State of Texas

County of Angelina

Subscribed and sworn before me this 31st day of January, A.D. 2023

WITNESS my hand and official seal Signature of Notary Public

