

**Service of Process Transmittal Summary**

**TO:** Chuck Morici  
FORD MOTOR COMPANY  
1 American Rd  
Dearborn, MI 48126-2798

**RE:** Process Served in Illinois

**FOR:** Ford Motor Company (Domestic State: DE)

**ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:**

**TITLE OF ACTION:** Re: SHELIA DAVIS // To: Ford Motor Company

**DOCUMENT(S) SERVED:** Summonses, Notice(s), Attachment(s), Complaint, Affidavit, Exhibit

**COURT/AGENCY:** Cook County Circuit Court, IL  
Case # 20221123648

**NATURE OF ACTION:** Product Liability Litigation - Breach of Warranty - 2018 Ford EcoSport, VIN:  
MAJ3P1VEXJC242433

**PROCESS SERVED ON:** C T Corporation System, Chicago, IL

**DATE/METHOD OF SERVICE:** By Process Server on 12/19/2022 at 15:05

**JURISDICTION SERVED:** Illinois

**APPEARANCE OR ANSWER DUE:** 01/19/2023 at 09:30 a.m. (Document(s) may contain additional answer dates)

**ATTORNEY(S)/SENDER(S):** Krohn & Moss, Ltd.  
10 N. Dearborn St., 3rd Fl.  
Chicago, IL 60602  
312-578-9428

**ACTION ITEMS:** CT has retained the current log, Retain Date: 12/20/2022, Expected Purge Date:  
12/25/2022  
  
Image SOP

**REGISTERED AGENT CONTACT:** C T Corporation System  
208 South LaSalle Street  
Suite 814  
Chicago, IL 60604  
877-564-7529  
MajorAccountTeam2@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT

disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.

### PROCESS SERVER DELIVERY DETAILS

**Date:** Mon, Dec 19, 2022  
**Server Name:** Sheriff Drop

Entity Served	FORD MOTOR COMPANY
Case Number	20221123648
Jurisdiction	IL

Inserts		



01/06

FILED DATE: 11/29/2022 12:29 PM 20221123648

2120 - Served      2220 - Not Served      2620 - Sec. of State  
2121 - Alias Served    2221 - Alias Not Served    2621 - Alias Sec. of State  
**Summons** (12/01/20) CCM 0649 A

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS**

1ST MUNICIPAL DISTRICT, CIVIL DIVISION      20466209

FILED  
11/29/2022 12:29 PM  
IRIS Y. MARTINEZ  
CIRCUIT CLERK  
COOK COUNTY, IL  
Courtroom, 1501

Name All Parties  
SHELIA DAVIS  
  
Plaintiff(s)  
  
v.  
  
FORD MOTOR COMPANY  
  
Defendant(s)

Case No. 20221123648  
Amount Claimed \$ 15,000.00  
Appearance Filing/Return Date \_\_\_\_\_  
Status Date: System Generated Hearing Date: 1/19/2023 9:30 AM  
Trial Date: \_\_\_\_\_  
Time \_\_\_\_\_  AM  PM  
Room: Location: Court Room 1501

c/o C T Corporation System, 208 S. Lasalle St.  
Ste. 814, Chicago, IL 60604 Address of Defendants

Please serve as follows:     Certified Mail     Sheriff Service     Alias (Plaintiff select one)

**SUMMONS**

Judge: Simon, John A.

To each Defendant:

YOU ARE SUMMONED and required:

1. To file your written appearance by yourself or your attorney and pay the required fee. To file your appearance you need access to the internet and a credit card for payment. Please visit [www.cookcountyclerkofcourt.org](http://www.cookcountyclerkofcourt.org) to initiate this process. Kiosks with internet access are available at all Clerk's Office locations. Please refer to the last page of this document for location information.
2. File your answer to the complaint before 9:00 am as required by the applicable subsections of Paragraph 3 or 4 in the NOTICE TO THE DEFENDANT on page 3 of this form.

**IF YOU FAIL TO DO SO, A JUDGMENT BY DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF ASKED IN THE COMPLAINT, A COPY OF WHICH IS HERETO ATTACHED.**

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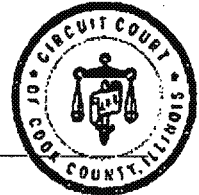
**Iris Y. Martinez, Clerk of the Circuit Court of Cook County, Illinois**  
[cookcountyclerkofcourt.org](http://cookcountyclerkofcourt.org)

To the officer:

This summons must be returned by the officer or other person to whom it was given for service, with endorsement of service and fees, if any, immediately after service, and not less than three (3) days before the day for appearance. If service cannot be made, this summons shall be returned so endorsed.

This summons may not be served later than three (3) days before the day for appearance.

THERE WILL BE A FEE TO FILE YOUR APPEARANCE.



Atty. No.: 33599

Pro Se 99500

Witness: \_\_\_\_\_

11/29/2022 12:29 PM IRIS Y. MARTINEZ

Name: Krohn & Moss, Ltd.

Atty. for (if applicable): \_\_\_\_\_

Iris Y. Martinez, Clerk of the Court

Plaintiff \_\_\_\_\_

Date of Service: \_\_\_\_\_

(To be inserted by officer on copy left with Defendant or other person)

Address: 10 N. Dearborn St., 3rd Fl.

City: Chicago

State: IL Zip: 60602

Telephone: (312) 578-9428

Primary Email: gmoss@consumerlawcenter.com

Iris Y. Martinez, Clerk of the Circuit Court of Cook County, Illinois  
cookcountyclerkofcourt.org

FILED DATE: 11/29/2022 12:29 PM 20221123648

Any person wishing to sue or defend a case as an indigent must petition the court to have the fees, costs, and charges associated with the proceedings waived.

Customers may visit [www.cookcountyclerkofcourt.org](http://www.cookcountyclerkofcourt.org) to access the Clerk's filing fees or telephone the Civil Division at (312) 603-5116 with additional questions.

**NOTICE TO PLAINTIFF**

You MUST select a return day of:

- Not less than 14 or more than 40 days after issuance of summons if amount claimed is \$10,000 or less;
- Not less than 21 or more than 40 days after issuance of summons if amount claimed is in excess of \$10,000.

**NOTICE TO DEFENDANT**

1. If the complaint is notarized, your answer must be notarized.

**For District 1 Cases Only:**

2. On the specified Return Day, one of the following may occur:
  - a. If you are sued for \$10,000 or less, you need not file an answer unless ordered to do so by the Court.
    - i. If Plaintiff is not present, the case may be dismissed for want of prosecution.
    - ii. If you have not filed an appearance, or you have filed an appearance and are not present, the Plaintiff may obtain an exparte default judgment against you for the amount claimed.
    - iii. If you have filed an appearance and are present on Return Day, trial may be held that day, or may be set for another day certain.
  - b. If you are sued for more than \$10,000.00, and if you have filed your appearance on time, you must file your answer no later than 10 days after the appearance date (return date) specified on page 1 of this form. If you have not filed your appearance or answer on time, the Plaintiff may obtain an exparte default judgment against you for the amount claimed. If Plaintiff is not present for the Default call, the case may be dismissed for want of prosecution. If you filed your appearance and have not filed your answer on time the Plaintiff may motion the court to enter a judgment.
3. Late filing of an appearance or answer will not relieve you from a judgment or default order except by court order.

**For District 2, 3, 4, 5, 6 Cases:**

4. If you are sued for more than \$10,000, you have 10 days from the Return Day to answer or otherwise plea.
5. On the specified Return Day, if you are sued for \$10,000 or less, you need not file an answer unless ordered to do so by the Court.
6. On the specified Status/Trial Day, one of the following may occur:
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**Iris Y. Martinez, Clerk of the Circuit Court of Cook County, Illinois**  
[cookcountyclerkofcourt.org](http://cookcountyclerkofcourt.org)

## CLERK OF THE CIRCUIT COURT OF COOK COUNTY OFFICE LOCATIONS

- Richard J Daley Center  
50 W Washington  
Chicago, IL 60602
- District 2 - Skokie  
5600 Old Orchard Rd  
Skokie, IL 60077
- District 3 - Rolling Meadows  
2121 Euclid  
Rolling Meadows, IL 60008
- District 4 - Maywood  
1500 Maybrook Ave  
Maywood, IL 60153
- District 5 - Bridgeview  
10220 S 76th Ave  
Bridgeview, IL 60455
- District 6 - Markham  
16501 S Kedzie Pkwy  
Markham, IL 60428
- Domestic Violence Court  
555 W Harrison  
Chicago, IL 60607
- Juvenile Center Building  
2245 W Ogden Ave, Rm 13  
Chicago, IL 60602
- Criminal Court Building  
2650 S California Ave, Rm 526  
Chicago, IL 60608
- Domestic Relations Division  
Richard J Daley Center  
50 W Washington, Rm 802  
Chicago, IL 60602  
Hours: 8:30 am - 4:30 pm
- Civil Appeals  
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50 W Washington, Rm 1006  
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### Daley Center Divisions/Departments

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50 W Washington, Rm 601  
Chicago, IL 60602  
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11/29/2022 12:29 PM  
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CIRCUIT CLERK  
COOK COUNTY, IL  
Courtroom, 1501

Name All Parties

SHELLA DAVIS

Plaintiff(s)

v.

FORD MOTOR COMPANY

Defendant(s)

c/o C T Corporation System, 208 S. Lasalle St.  
Ste. 814, Chicago, IL 60604 Address of Defendants

Case No. 20221123648

Amount Claimed \$ 15,000.00

Appearance Filing/Return Date \_\_\_\_\_

Status Date: System Generated Hearing Date: 1/19/2023 9:30 AM

Trial Date: \_\_\_\_\_

Time \_\_\_\_\_  AM  PM

Room: Location: Court Room 1501

Please serve as follows:     Certified Mail     Sheriff Service     Alias (Plaintiff select one)

**SUMMONS**

Judge: Simon, John A.

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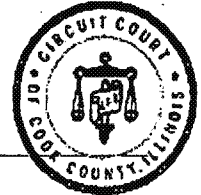
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Atty. for (if applicable):

Iris Y. Martinez, Clerk of the Court

Plaintiff \_\_\_\_\_

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
MUNICIPAL DEPARTMENT, FIRST DISTRICT

SHELIA DAVIS,	)	20466209
	)	
Plaintiff,	)	System Generated Hearing Date: 1/19/2023 9:30 AM
	)	
vs.	)	Case No. 20221123648
	)	Damages \$10,001-15,000
FORD MOTOR COMPANY,	)	
	)	Location: Court Room 1501
	)	
Defendant.	)	Judge: Simon, John A.

**COMPLAINT**

NOW COMES the Plaintiff, SHELIA DAVIS, by and through her attorneys, KROHN & MOSS, LTD., and for her Complaint against Defendant, FORD MOTOR COMPANY, alleges and affirmatively states as follows:

**PARTIES**

1. Plaintiff, SHELIA DAVIS (“Plaintiff”), is an individual who resides in the State of Illinois, County of Cook.

2. Defendant, FORD MOTOR COMPANY (“Manufacturer”), is a foreign corporation authorized to do business in the State of Illinois, County of Cook and is engaged in the manufacture, sale and/or distribution of motor vehicles and related equipment and services. Manufacturer is also in the business of marketing, supplying and selling written warranties to the public at large through a system of authorized dealerships including McCarthy Ford, Inc. (“Seller”). Manufacturer does business in all counties of the State of Illinois, including Cook County.

**BACKGROUND**

3. On or about June 3, 2019, Plaintiff purchased from Seller a 2018 Ford EcoSport (“EcoSport”), manufactured by Manufacturer, Vehicle Identification No.

FILED DATE: 11/29/2022 12:29 PM 20221123648

MAJ3P1VEXJC242433, for valuable consideration (See copy of Plaintiff's Retail Installment Contract, attached hereto as Exhibit "A").

4. The purchase price of the EcoSport totaled \$27,920.00.

5. Plaintiff avers that as a result of the ineffective repair attempts made by Manufacturer, through its authorized dealership network, the EcoSport was not fit for its ordinary purpose of providing trouble free and reliable transport.

6. In consideration for the purchase of the EcoSport, Manufacturer issued and supplied to Plaintiff its written warranty which included three (3) year or thirty-six thousand (36,000) mile bumper to bumper coverage, five (5) year or sixty thousand (60,000) mile powertrain coverage as well as other standard warranties outlined in Manufacturer's warranty booklet.

7. On or about June 3, 2019, Plaintiff took possession of the EcoSport and shortly thereafter experienced the defects listed below.

8. The defects described below violate Manufacturer's warranty issued to Plaintiff as well as the implied warranty of merchantability.

9. Plaintiff delivered the EcoSport to Manufacturer, through its authorized dealership network, on numerous occasions.

10. Plaintiff avers that the EcoSport has been subject to repair on multiple occasions for the same defects and that the defects remain uncorrected.

11. Plaintiff brought the EcoSport to Seller, and/or an authorized service dealer of Manufacturer, for the following defects that include but are not limited to:

- a. Defective engine/electrical system as evidenced by the intermittent illumination of the check engine light and oil pressure light, engine making noise when starting up, vibrating at idle in park and drive, cutting off and vehicle not restarting after fueling;
- b. Defective electrical system as evidenced by key fob inoperative;

- c. Defective steering/suspension as evidenced by rattling noise in front end; and
- d. Any additional defects, whether or not they are contained on any dealer repair orders:

12. Plaintiff provided Manufacturer, through its authorized dealership network, sufficient opportunities to repair the EcoSport.

13. After a reasonable number of attempts and/or reasonable amount of time to cure the defects in Plaintiff's EcoSport, Manufacturer was unable and/or failed to repair the defects as provided in Manufacturer's warranty thus causing Manufacturer's limited remedy to repair the EcoSport to fail of its essential purpose.

14. Plaintiff justifiably lost confidence in the EcoSport's safety and/or reliability.

15. Said defects could not have reasonably been discovered by Plaintiff prior to Plaintiff's acceptance of the EcoSport.

16. As a result of the defects, Plaintiff provided written notice to Manufacturer.

17. The EcoSport remains in a defective and unmerchantable condition and continues to exhibit the above-mentioned defects.

18. Plaintiff has been and will continue to be financially damaged by Manufacturer's failure to comply with the provisions of its written warranty and its failure to provide Plaintiff with a merchantable EcoSport.

**COUNT I**  
**BREACH OF WRITTEN WARRANTY**  
**PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT**  
**MANUFACTURER**

19. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-18 of her Complaint.

20. Plaintiff is a purchaser of a consumer product who received the EcoSport during the duration of a written warranty period applicable to the EcoSport and who is entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.

21. Manufacturer is a supplier of a consumer product engaged in the business of making a consumer product directly and/or indirectly available to Plaintiff.

22. The Magnuson-Moss Warranty Act, Chapter 15 U.S.C.A., Section 2301, et. seq. (“Warranty Act”) is applicable to Plaintiff’s Complaint in that the EcoSport was manufactured and purchased after July 4, 1975 and costs in excess of ten dollars (\$10.00).

23. Plaintiff’s purchase of the EcoSport was accompanied by a written factory warranty for any defects in material or workmanship, comprising an undertaking in writing in connection with the purchase of the EcoSport to repair or replace defective parts or take other remedial action free of charge to Plaintiff with respect to the EcoSport in the event that the EcoSport failed to meet the specifications set forth in Manufacturer’s warranty.

24. Manufacturer’s warranty was the basis of the bargain of the contract between Plaintiff and Manufacturer for the sale of the EcoSport to Plaintiff.

25. Said purchase of Plaintiff’s EcoSport was induced by, and Plaintiff relied upon, Manufacturer’s written warranty.

26. Plaintiff has met all of her obligations and preconditions as provided in Manufacturer’s written warranty.

27. As a direct and proximate result of Manufacturer’s failure to comply with its written warranty, Plaintiff has suffered damages and in accordance with 15 U.S.C. §2310(d)(1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

28. Plaintiff avers that upon successfully prevailing upon the Warranty Act claim herein, all attorneys' fees are recoverable and are demanded against Manufacturer.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

- a. The diminution in value of the EcoSport or incurred and/or needed costs of repair and all incidental and consequential damages;
- b. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
- c. Such other and further relief that the Court deems just and appropriate.

**COUNT II**  
**BREACH OF IMPLIED WARRANTY**  
**PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT**  
**MANUFACTURER**

29. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-18 of her Complaint.

30. The EcoSport purchased by Plaintiff was subject to an implied warranty of merchantability as defined in 15 U.S.C. §2301(7) running from Manufacturer to Plaintiff.

31. Manufacturer is a supplier of consumer goods as a person engaged in the business of making a consumer product directly and/or indirectly available to Plaintiff.

32. Manufacturer is prohibited from disclaiming or modifying any implied warranty when making a written warranty to the consumer or when Manufacturer has entered into a contract in writing within ninety (90) days of a purchase to perform services relating to the maintenance or repair of a motor vehicle.

33. Pursuant to 15 U.S.C. §2308, Plaintiff's EcoSport was impliedly warranted to be fit for the ordinary purpose for which the EcoSport was intended.

34. The EcoSport was warranted to pass without objection in the trade under the contract description and was required to conform to the descriptions of the EcoSport contained in the contracts and labels.

35. The above described defects in the EcoSport render the EcoSport unmerchantable and thereby not fit for the ordinary purpose for which the EcoSport was intended and as represented by Manufacturer.


36. As a result of the breach of implied warranty by Manufacturer, Plaintiff is without the reasonable value of the EcoSport.

37. As a result of the breach of implied warranty by Manufacturer, Plaintiff has suffered and continues to suffer various damages.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

- a. The diminution in value of the EcoSport or incurred and/or needed costs of repair and all incidental and consequential damages;
- b. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
- c. Such other and further relief that the Court deems just and appropriate.

Respectfully Submitted,  
**SHELIA DAVIS**

By:   
Attorney for Plaintiff

KROHN & MOSS, LTD.  
Attorneys for Plaintiff  
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FILED DATE: 11/29/2022 12:29 PM 20221123648

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
MUNICIPAL DEPARTMENT, FIRST DISTRICT

SHELIA DAVIS,

Plaintiff,

vs.

FORD MOTOR COMPANY,

Defendant.

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20221123648

Case No.

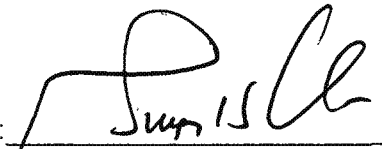
Damages \$10,001-15,000

**SUPREME COURT RULE 222 AFFIDAVIT**

NOW COMES the Plaintiff, SHELIA DAVIS, by and through her attorneys, KROHN & MOSS, LTD., and pursuant to Supreme Court Rule 222, states as follows:

Plaintiff's attorney, first being duly sworn on oath, deposes and states as follows:

1. That I am one of the attorneys representing Plaintiff with regard to the above-captioned matter.
2. I have personal knowledge regarding the facts and circumstances of the above-captioned matter.
3. Plaintiff in the case seeks money damages less than \$50,000.00.
4. Upon information and belief, I value the claim of Plaintiff to be less than \$50,000.00.
5. Further Affiant sayeth naught.

By:   
Attorney for Plaintiff

**EXHIBIT A**

**ILLINOIS VEHICLE RETAIL INSTALLMENT CONTRACT**

ACCOUNT NO. \_\_\_\_\_

DATE 06/03/2019

FILED DATE: 1/12/2022 12:29 PM 20221123648

1-800-727-7000



**Ford Credit**

www.fordcredit.com

Buyer (and Co-Buyer) Name and Address (including County and Zip Code)

SHELIA D BROWN-BELTON  
8322 S MACKINAW #FRT  
CHICAGO IL 60617  
CO.: COOK

CREDITOR (Seller Name and Address)

MCCARTHY FORD, INC.  
11400 S. PULASKI RD  
CHICAGO IL 60655

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract.

New/Used	Mileage	Year and Make	Model	Vehicle Identification Number	Use For Which Purchased
NEW	33	2018 FORD TRUCK	ECO SPORT	MAJ3P1VEXJC242433	Personal use unless otherwise checked below <input type="checkbox"/> Commercial <input type="checkbox"/> Agricultural

Trade-in	2018 FORD	Year and Make	\$ 23900.00	Gross Allowance	\$ 28311.00	Amount Owning
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**ITEMIZATION OF AMOUNT FINANCED**

1. Cash Price .....	\$ 27920.00 (1)
2. Down Payment	
Third Party Rebate Assigned to Creditor .....	\$ N/A
Cash Down Payment .....	\$ 1000.00
N/A .....	\$ N/A
Trade-in (Description Above) .....	\$ 0.00
Total Down Payment .....	\$ 1000.00 (2)
3. Unpaid Balance of Cash Price (1 minus 2) .....	\$ 26920.00 (3)
4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)	
To Public Officials	
(i) for license, title & registration fees \$ 196.00 ;	
(ii) for filing fees \$ N/A ;	
(iii) for taxes (not in Cash Price) \$ 416.36	\$ 612.36
To Insurance Companies for:	
Credit Life Insurance .....	\$ N/A
Credit Disability Insurance .....	\$ N/A
N/A .....	\$ N/A
N/A .....	\$ N/A
To FMCC for PRIOR BALANCE	\$ 4411.00
To FORD GAP for GAP PREMIUM	\$ 600.00
To MCCARTHY FORD, IN for DOC FEE	\$ 179.81
To CVR for OPTIONAL ERT FEE	\$ 25.00
To N/A for N/A	\$ N/A
To N/A for N/A	\$ N/A
To N/A for N/A	\$ N/A
To N/A for N/A	\$ N/A
To N/A for N/A	\$ N/A
To N/A for N/A	\$ N/A
Total .....	\$ 5828.17 (4)
5. Amount Financed (3 plus 4) .....	\$ 32748.17 (5)

**INSURANCE**

**YOU ARE REQUIRED TO INSURE THE VEHICLE. YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED. CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.**

Credit	<input type="checkbox"/> Life N/A
Insurance Company	\$ N/A N/A
Premium	Insured(s)
Credit Life Insurance is for the term of the contract. You want Credit Life Insurance.	
N/A	
Buyer Signs	
N/A	
Co-Buyer Signs	

Credit	<input type="checkbox"/> Disability N/A
Insurance Company	\$ N/A N/A
Premium	Insured(s)
Credit Disability Insurance is for the term of the contract. You want Credit Disability Insurance.	
N/A	
Buyer Signs	
N/A	
Co-Buyer Signs	

**FEDERAL TRUTH-IN-LENDING DISCLOSURES**

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your downpayment
7.00	8719.51	32748.17	41467.68	of \$ 42467.68

OTHER OPTIONAL INSURANCE	
Coverage and Insurance Company	Premium and Term in Months
N/A	\$ N/A

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To	N/A	for	N/A	\$	N/A
To	N/A	for	N/A	\$	N/A
To	N/A	for	N/A	\$	N/A
To	N/A	for	N/A	\$	N/A
To	N/A	for	N/A	\$	N/A
Total				\$	5828.17 (4)
5. Amount Financed (3 plus 4)				\$	32748.17 (5)

**FEDERAL TRUTH-IN-LENDING DISCLOSURES**

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your downpayment
7.99 %	\$ 8719.51	\$ 32748.17	\$ 41467.68	of \$ 1000.00 \$ 42467.68

**Your Payment Schedule will be:**

Number of Payments	Amount of Payments	When Payments are Due
72	575.94	Monthly unless otherwise checked <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually starting JULY 18, 2019
N/A	N/A	N/A
N/A	N/A	N/A
N/A	N/A	N/A

**Prepayment:** If you pay off your debt early, you will not have to pay a penalty.  
**Security Interest:** You are giving a security interest in the vehicle being purchased.  
**Late Payment:** You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 5 percent of the late amount or \$10.00, whichever is greater.  
**Contract:** Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

**COMMERCIAL USE CONTRACT LATE PAYMENT:** If you purchased the vehicle for commercial use, you must pay a late charge on the portion of each payment received more than 10 days late of 7.5% of the late amount or \$50.00, whichever is less.

**BALLOON CONTRACT PROVISIONS**

Your last scheduled payment under this contract is a balloon payment.

**EXCESS WEAR, USE AND MILEAGE CHARGES**  
 If the box directly above is checked, this section, Paragraph B, and Paragraph C of this contract apply. You may be charged for excessive wear based upon our standards for normal use. If you exercise the option to transfer ownership of the vehicle to Creditor under Paragraph B, you must pay the Creditor \$0. N/A per mile for each mile in excess of N/A miles shown on the odometer.

**Anti-Theft Product (Optional)**

The purchase of anti-theft product(s) is optional and not required to obtain credit, even if the product(s) is already installed on the vehicle you selected. You may purchase anti-theft product(s) from the person of your choice. By signing below, you agree to purchase the anti-theft product(s) at the price disclosed.

N/A	\$	N/A	Term	N/A
N/A	\$	N/A	Term	N/A
N/A	\$	N/A	Term	N/A

Buyer Signs  N/A

Any change in this contract must be in writing and signed by you and the Creditor.

Buyer  Signs

Co-Buyer  N/A Signs

**YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.**

The Annual Percentage Rate may be negotiated with the Seller. The Seller may assign this contract and may retain its right to receive a portion of the Finance Charge.

Disability Insurance Company  
 \$ N/A N/A  
 Premium Insured(s)  
 Credit Disability Insurance is for the term of the contract. You want Credit Disability Insurance.  
 N/A  
 Buyer Signs  
 N/A  
 Co-Buyer Signs

**OTHER OPTIONAL INSURANCE**

Coverage and Insurance Company	Premium and Term in Months
N/A	\$ N/A
By N/A	N/A
N/A	\$ N/A
By N/A	N/A

You want the optional insurance for which premiums are included above.  
 N/A  
 Buyer Signs  
 N/A  
 Co-Buyer Signs

The amount and coverages for any credit insurance purchased are shown in a notice or agreement given to you today. Any credit insurance which you buy may be cancelled within 15 days of the date of this contract. To do so, send a written request to the Assignee named below, signed by you, any Co-Buyer, and any Guarantor. Upon cancellation, the entire charge for the credit insurance shall be refunded or credited to you.

**Debt Cancellation Waiver Addendum (Optional)**  
 Purchase of the debt cancellation waiver is optional and is not required to obtain credit. The terms and conditions of the debt cancellation waiver are set forth in the attached Addendum which is incorporated into the contract. By signing below you agree to purchase the debt cancellation waiver for the price set forth on this contract in the Itemization of Amount Financed under section 4.

Buyer Signs

**DOCUMENTARY FEE. A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATED**

Your last scheduled payment under this contract.

**WARRANTY WEAR, USE AND MILEAGE CHARGES**

box directly above is checked, this section, Paragraph B, and Paragraph C of this act apply. You may be charged for excessive wear based upon our standards for all use. If you exercise the option to transfer ownership of the vehicle to Creditor under Paragraph B, you must pay the Creditor \$0. N/A per mile for each mile in excess of N/A miles shown on the odometer.

**Theft Product (Optional)**

Purchase of anti-theft product(s) is optional and not required to obtain credit, even if product(s) is already installed on the vehicle you selected. You may purchase anti-theft product(s) from the person of your choice. By signing below, you agree to purchase the theft product(s) at the price disclosed.

_____	\$	<u>N/A</u>	Term	<u>N/A</u>
_____	\$	<u>N/A</u>	Term	<u>N/A</u>
_____	\$	<u>N/A</u>	Term	<u>N/A</u>

Buyer Signs  N/A

Any change in this contract must be in writing and signed by you and the Creditor.

Buyer Signs   
 Buyer Signs  N/A

**YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.**

The Annual Percentage Rate may be negotiated with the Seller. The Seller may assign this contract and may retain its right to receive a portion of the Finance Charge.

**DISCLOSURE OF 36% RATE CAP**

The retailer shall not contract for or receive charges exceeding a 36% annual percentage rate on the unpaid balance of the amount financed for a retail installment contract, as calculated under the Illinois Predatory Loan Prevention Act (PLPA APR). Any retail installment contract with a PLPA APR over 36% is null and void, such that no person or entity shall have any right to collect, attempt to collect, receive, or retain any principal, fee, interest, or charges related to the retail installment contract. The annual percentage rate disclosed in any retail installment contract may be lower than the PLPA APR.

Buyer Signature  N/A  
 Co-Borrower Signature (If Applicable)

**NOTICE TO THE BUYER**

- Do not sign this agreement before you read it or if it contains any blank spaces.
- You are entitled to an exact copy of the agreement that you sign.
- Under the law you have the right, among others, to pay in advance the full amount due and to obtain under certain conditions a partial refund of the finance charge.

Buyer (and Co-Buyer) acknowledge that (i) before signing this contract, Buyer (and Co-Buyer) received and reviewed a true and completely filled in copy of this contract and (ii) at the time of signing this contract, Buyer (and Co-Buyer) received a true and completely filled in copy of this contract.

**RETAIL INSTALLMENT CONTRACT**

Buyer Signs   
 Co-Buyer Signs  N/A  
 Seller MCCARTHY FORD, INC.

By  Title \_\_\_\_\_

**THIS CONTRACT IS NOT VALID UNTIL YOU AND SELLER SIGN IT.**

Below, signed by you, any Co-Buyer, and any Guarantor. Upon cancellation, the entire charge for the credit insurance shall be refunded or credited to you.

**Debt Cancellation Waiver Addendum (Optional)**

Purchase of the debt cancellation waiver is optional and is not required to obtain credit. The terms and conditions of the debt cancellation waiver are set forth in the attached Addendum which is incorporated into the contract. By signing below you agree to purchase the debt cancellation waiver for the price set forth on this contract in the Itemization of Amount Financed under section 4.

Buyer Signs \_\_\_\_\_

**DOCUMENTARY FEE. A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATED TO CLOSING OF A SALE.**

**THE BASE DOCUMENTARY FEE BEGINNING JANUARY 1, 2020, WAS \$300. THE MAXIMUM AMOUNT THAT MAY BE CHARGED FOR A DOCUMENTARY FEE IS THE BASE DOCUMENTARY FEE OF \$300 WHICH SHALL BE SUBJECT TO AN ANNUAL RATE ADJUSTMENT EQUAL TO THE PERCENTAGE OF CHANGE IN THE BUREAU OF LABOR STATISTICS CONSUMER PRICE INDEX. THIS NOTICE IS REQUIRED BY LAW.**

**ACCORDING TO THE OFFICE OF THE ILLINOIS ATTORNEY GENERAL, CONSUMER FRAUD BUREAU, THE MAXIMUM ALLOWABLE DOCUMENT FEE FOR THE**

2019 CALENDAR YEAR IS \$ N/A.

**ASSIGNMENT**

no person will then have all Seller's rights, privileges, and remedies. By signing below, the