

ELEVENTH JUDICIAL DISTRICT
COUNTY OF SAN JUAN
STATE OF NEW MEXICO

FILED
DISTRICT COURT
SAN JUAN COUNTY
NM
2004 APR -7 A 11:14

TOTAH CREDIT UNION,

Plaintiff

v.

No. CV 04 - 386-6

KENNETH AND LYNETTE GOMEZ,

Defendants

VERIFIED COMPLAINT

COUNT I: COMPLAINT ON A PROMISSORY NOTE

1. Plaintiff is a New Mexico corporation with its principal place of business in San Juan County, New Mexico.
2. Defendants are husband and wife and residents of San Juan County, New Mexico
3. All events material hereto took place in San Juan County, New Mexico.
4. Defendant on or about July 17, 2001, executed and delivered to Plaintiff a promissory note and security agreement for seven thousand nine hundred fifty-one dollars and 83/100 (\$7,951.83) with interest thereon at the rate of fourteen percent (14%) per annum. ("You promise to pay \$7951.83 to the credit union plus interest on the unpaid balance at 14.00% per year until what you have owed has been repaid) a copy of which is hereto annexed as Exhibit A; whereby defendant promised to pay to

EXHIBIT

A

Plaintiff the sum of two hundred seventy-one and $87/100$ dollars (\$271.87) per month from August 17, 2001 to July 17, 2004.

5. Contemporaneous with the signing of the promissory note, Defendants signed a loan application (hereto attached as Exhibit B).
6. Defendants did not perform and are now due and owing the principal balance of four thousand three hundred seventy-nine and $15/100$ dollars (\$4379.15) plus a finance charge of one hundred eighty-six and $16/100$ dollars (\$186.16) and late fees of one-hundred eighty and $00/100$ dollars (\$180.00) for a total payoff of four thousand seven hundred forty-five and $31/100$ dollars (\$4745.31).
7. The per diem finance charge is one and $68/100$ dollars (\$1.68).
8. Defendants are in possession and control of the automobiles which are backed by the plaintiff.
9. Defendant is entitled to full performance of the promissory note and return of the vehicles.
10. Defendant promised to pay all costs of collecting the amount due under the agreement including court cost and reasonable attorney's fees.

WHEREFORE, Plaintiff prays for judgment against Defendants for all sums due, including the deficiency on the loan after liquidation of the vehicles, fees and costs and such other relief as the court may deem just and proper.

COUNT II: COMPLAINT FOR WRIT OF REPLEVIN

COMES NOW Plaintiffs, by and through their attorney of record, Dathan L.

Weems, and for their Complaint against Defendants state as follows:

1. Plaintiff is a New Mexico corporation with its principal place of business in San Juan County, New Mexico.
2. Defendants are husband and wife and residents of San Juan County, New Mexico
3. All events material hereto took place in San Juan County, New Mexico.
4. On or about July 17, 2001 Defendants secured an automobile loan, number 071501 from Totah Credit Union for a 1996 CHEVROLET LUMINA, VIN# 2G1WL52M4T9143969 and a 1995 CHEVROLET LUMINA, VIN# 2G1WN52M2S1128362.
5. Defendants did not perform and are now due and owing the principal balance of four thousand three hundred seventy-nine and 15/100 dollars (\$4379.15) plus a finance charge of one hundred eighty-six and 16/100 dollars (\$186.16) and late fees of one-hundred eighty and 00 /100 dollars (\$180.00) for a total payoff of four thousand seven hundred forty-five and 31/100 dollars (\$4745.31).
6. Defendants indicate that they do not intend to fulfill the obligation.
7. Defendants are in possession and control of the automobiles which are backed by the plaintiff.
8. Plaintiff is the 1st Lienholder on the certificate of title for both vehicles.
9. Plaintiff submits a sworn Affidavit in Replevin

LOANLINE

Note and Disclosure Statement



JTAC CREDIT UNION
 110 E Arlington
 Farmington, New Mexico 87401
 (505) 325-8367
 1-888-678-4553

BORROWER NAME (Last - First - Middle Initial) AND ADDRESS (Street - City - State - Zip Code) DATE MEMBER NUMBER NOTE NUMBER
 LYNETTE P. GOMEZ 07-17-01 1095 2:071501
 KENNETH A. GOMEZ
 6171 US HWY 64
 FARMINGTON, NM 87401

NEW LOAN CONTRACT NUMBER REFERENCE NUMBER MATURITY DATE
 130-0085-1 13850860

In this agreement "you" and "your" mean each person who signs this agreement. The "credit union" means the credit union whose name appears above and anyone to whom the credit union transfers its rights under this agreement. The terms on the reverse side are part of this agreement. Boxes checked below apply to this agreement.

TERMINATION OF THE AMOUNT FINANCED

ANNUAL PERCENTAGE RATE (APR) The cost of your credit as a yearly rate.	AMOUNT FINANCED The dollar amount the credit will cost you.	TOTAL OF PAYMENTS The amount you will have paid when you have made all payments as scheduled.	PROPERTY INSURANCE You may obtain property insurance from anyone you want that is acceptable to the credit union. If you get the insurance from the credit union you will pay \$
14.00 %	\$ 1,835.49	\$ 9,787.32	

Number of Payments: 36
 Amount of Payments: 271.87
 When Payments Are Due: 08-17-01 AND MONTHLY THEREAFTER ON THE 17TH

Security: Collateral securing other loans with the credit union will also secure this loan. You are giving a security interest in your shares and/or deposits in the credit union; and the goods/property being purchased; Other (Describe) SIGNATURES AND VEHICLES

Late Charge: If you are 10 days or more late in making a payment you will pay a late charge of \$15.00. Filing Fees: \$ 8.00 Non-Filing Insurance: \$

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

TERMINATION OF AMOUNT FINANCED OF \$ 7,951.83	AMOUNT GIVEN TO YOU DIRECTLY \$ 7,000.00	AMOUNT PAID ON YOUR ACCOUNT \$ 943.83	PREPAID FINANCE CHARGE \$
AMOUNT PAID TO OTHERS \$ 8.00	To DMV \$	To \$	To \$

NOTE AND SECURITY AGREEMENT CONTINUED ON REVERSE SIDE

Borrower to Pay: You promise to pay \$7,951.83 to the credit union plus interest on the unpaid balance at 14.00 % per year until what you owe has been repaid.
 Collection Costs: You promise to pay all costs of collecting the amount you owe under this agreement including court cost and reasonable attorney fees.

Security Offered:	MODEL	YEAR	V.I.D. NUMBER	TYPE	LIEN	VALUE
CHEVROLET LUMINA		1996	2G1WL52M4T9143969	01	01	\$3,675.00
CHEVROLET LUMINA		1995	2G1WN52M281128362	01	01	\$2,765.00

AND SIGNATURES: LYNETTE P. GOMEZ AND KENNETH A. GOMEZ
 (Other (Describe): MEMBERS TO REGISTER VEHICLES WITH TOTAH CREDIT UNION AS LIENHOLDER WITHIN 30 DAYS.
 I Pledge Shares and/or Deposits of \$ _____ in account number _____ Key No. _____ This Note is governed by the laws of NM

SIGNATURE: If you agree to make and be bound by the terms of this Note and Security Agreement sign below. If you are not a borrower but an owner of the collateral for this loan, sign below and check the box for "Owner of Collateral". By doing so you agree only to the terms of the Security Agreement.
ATTENTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE YOU SIGN IT!

Borrower *Lynette P. Gomez* Date 07-17-01
 Borrower *Kenneth A. Gomez* Date 07-17-01
 Owner of Collateral (other than a Borrower) _____ Date _____
 Witness *[Signature]* Date 07-17-01

CREDIT INSURANCE APPLICATION / SCHEDULE

"You" or "Your" means the member and the joint insured (if applicable).
 Credit insurance is voluntary and not required in order to obtain this loan. You may get any insurer of your choice. You can get this insurance only if you check the "is" box below and sign your name and write in the date. The rate you are charged the insurance is subject to change. You will receive written notice before any rate goes into effect. Your signature below means you agree that:

- You are eligible for disability insurance if you are working for wages or profit for 25 hours a week or more on the Effective Date. If you are off work because of temporary layoff, strike or vacation, but soon to resume, you will be considered at work.
- If your age will be over the Maximum Age for Insurance on the maturity date of your loan, insurance will be provided up to the Maximum Age.

NOTE: THE LIFE AND DISABILITY INSURANCE CONTAINS CERTAIN BENEFIT EXCLUSIONS, INCLUDING A PRE-EXISTING CONDITION EXCLUSION. PLEASE REFER TO YOUR CERTIFICATE FOR DETAILS.

SELECT THE FOLLOWING INSURANCE COVERAGE(S)	YES	NO	PREMIUM SCHEDULE	INSURANCE MAXIMUMS	DISABILITY	LIFE
INGLE CREDIT DISABILITY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 12.00	MAXIMUM MONTHLY TOTAL DISABILITY BENEFIT	\$ 600	N/A
INGLE CREDIT LIFE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 12.00	MAXIMUM AMOUNT OF LOAN INSURABLE	\$30,000	\$30,000
INT CREDIT LIFE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 12.00	MAXIMUM AGE FOR INSURANCE	67	72

If you are totally disabled for more than 30 days, then the disability benefit will begin with the 31st day of disability. Secondary (If you check this item, you must also check "is" above)

ANLINER Application



UTAH CREDIT UNION
 110 E. Arrington
 Farmington, New Mexico 87401
 (505) 325-8367

HOW TO APPLY

- Please complete red sections 1 through 9
- Sign section 9
- Return this application to the Credit Union

1 NOTE AND COMPLETE

Married Applicants may apply for a separate account. Check the appropriate box to indicate Individual Credit or Joint Credit.

Individual Credit: Complete Applicant section. Complete Co-Applicant, Spouse, Guarantor (referred to as "Other") section: (1) about your spouse if you live in a community property state (AZ, CA, ID, LA, NM, NV, TX, WA, WI), or (2) if your spouse will use the Account, or (3) if there is a guarantor on this account. Please check box to indicate whom the information is about.

Joint Credit: Provide information about both of you by completing Applicant and Other section.

Amount Requested \$ 7,000 Purpose: used equipment

Collateral: 2 Car and signatures

Repayment: Payroll Deduction Cash Automatic Payment Military Allowment

STATEMENT OF INTENT
 Check if desired.

- Credit Disability Insurance
- Single Credit Life Insurance
- Joint Credit Life Insurance

Check coverage(s) desired. The credit union will disclose the cost of this voluntary insurance to you. A separate insurance election which discloses the terms and conditions must be signed for coverage to become effective.

2 APPLICANT INFORMATION

APPLICANT
 Please print in ink or type.

- CO-APPLICANT
 - SPOUSE
 - GUARANTOR
- Use "SAA" if information is "Same As Applicant".

NAME (Last - First - Initial) Gomez Lynette P

DRIVER'S LICENSE NUMBER/STATE 006019366 N.M.

ACCOUNT NUMBER 1072 SOCIAL SECURITY NUMBER 528-67-7099

BIRTH DATE 4/29/48 HOME PHONE (505) 3668 BUSINESS PHONE/EXT. (505) 324-6562

PRESENT ADDRESS (Street - City - State - Zip) 6171 US Hwy 64 Bloomfield NM 87413 OWN RENT YEARS AT THIS ADDRESS 29

PREVIOUS ADDRESS (Street - City - State - Zip) OWN RENT YEARS AT THIS ADDRESS

COMPLETE FOR JOINT CREDIT, SECURED CREDIT OR IF YOU LIVE IN A COMMUNITY PROPERTY STATE:
 MARRIED SEPARATED UNMARRIED (Single - Divorced - Widowed)

LIST AGES OF DEPENDENTS NOT LISTED BY OTHER APPLICANT (Exclude Self) N/A

NAME (Last - First - Initial) Gomez Kenneth A

DRIVER'S LICENSE NUMBER/STATE 006451683 NM

ACCOUNT NUMBER 45209 SOCIAL SECURITY NUMBER 585-30-5017

BIRTH DATE 6/17/47 HOME PHONE SAA BUSINESS PHONE/EXT. SAA

PRESENT ADDRESS (Street - City - State - Zip) SAA OWN RENT YEARS AT THIS ADDRESS

PREVIOUS ADDRESS (Street - City - State - Zip) OWN RENT YEARS AT THIS ADDRESS

COMPLETE FOR JOINT CREDIT, SECURED CREDIT OR IF YOU LIVE IN A COMMUNITY PROPERTY STATE:
 MARRIED SEPARATED UNMARRIED (Single - Divorced - Widowed)

LIST AGES OF DEPENDENTS NOT LISTED BY APPLICANT (Exclude Self) N/A

3 EMPLOYMENT INFORMATION

NAME AND ADDRESS OF EMPLOYER Retired / self employed

YOUR TITLE/GRADE _____ SUPERVISOR'S NAME _____

START DATE _____ HOURS AT WORK _____ IF SELF EMPLOYED, TYPE OF BUSINESS Driving School

IF EMPLOYED IN CURRENT POSITION LESS THAN FIVE YEARS, COMPLETE PREVIOUS EMPLOYER NAME AND ADDRESS

Farmington Schools (RHS) 1973 STARTING DATE

2400 Sunset Ave. Farmington NM 87401 1999 ENDING DATE

IS DUTY STATION TRANSFER EXPECTED DURING NEXT YEAR YES NO WHERE _____ ENDING/SEPARATION DATE _____

NAME AND ADDRESS OF EMPLOYER Self-employed

YOUR TITLE/GRADE _____ SUPERVISOR'S NAME _____

START DATE _____ HOURS AT WORK _____ IF SELF EMPLOYED, TYPE OF BUSINESS Driving School / Photographer

IF EMPLOYED IN CURRENT POSITION LESS THAN FIVE YEARS, COMPLETE PREVIOUS EMPLOYER NAME AND ADDRESS

STARTING DATE _____

ENDING DATE _____

IS DUTY STATION TRANSFER EXPECTED DURING NEXT YEAR YES NO WHERE _____ ENDING/SEPARATION DATE _____

4 REFERENCES

Please include Street, City, State and Zip.

NAME AND ADDRESS OF CREDITOR(S) OF DEBTS PAID OFF TELEPHONE

Total Credit Union 325-8367

GMAC PO Box 5627 Denver Colo 80217

NAME AND ADDRESS OF NEAREST RELATIVE NOT LIVING WITH YOU RELATIONSHIP

R. Delva Pope / 1237 E. Briar Ave. Father

Prine, Ut. 84604 901/373-5994

NAME AND ADDRESS OF PERSONAL FRIEND - NOT A RELATIVE HOME PHONE

Blaine Hill PO Box 6339 682-5994

Navajo Dam NM 87419

NAME AND ADDRESS OF CREDITOR(S) OF DEBTS PAID OFF TELEPHONE

SAA

NAME AND ADDRESS OF NEAREST RELATIVE NOT LIVING WITH YOU RELATIONSHIP

SAA

NAME AND ADDRESS OF PERSONAL FRIEND - NOT A RELATIVE HOME PHONE

SAA

