

**Fill in this information to identify the case:**

Debtor 1 ~~XXXXXXXXXX~~

Debtor 2  
(Spouse, if filing) \_\_\_\_\_

United States Bankruptcy Court for the: Eastern District of Virginia

Case number ~~XXXXXX~~

**Official Form 410**  
**Proof of Claim**

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

**Part 1: Identify the Claim**

1. **Who is the current creditor?** NAVY FEDERAL CREDIT UNION  
 Name of the current creditor (the person or entity to be paid for this claim)  
 Other names the creditor used with the debtor \_\_\_\_\_

2. **Has this claim been acquired from someone else?**  
 No  
 Yes. From whom? \_\_\_\_\_

<p>3. <b>Where should notices and payments to the creditor be sent?</b></p> <p>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</p>	<p><b>Where should notices to the creditor be sent?</b></p> <p><u>NAVY FEDERAL CREDIT UNION</u>                  Name  <u>P.O.BOX 3000</u>                  Number Street  <u>MERRIFIELD VA 22119</u>                  City State ZIP Code                  Contact phone <u>1-800-336-3767</u>                  Contact email _____</p>	<p><b>Where should payments to the creditor be sent? (if different)</b></p> <p><u>NAVY FEDERAL CREDIT UNION</u>                  Name  <u>P.O.BOX 3000</u>                  Number Street  <u>MERRIFIELD VA 22119</u>                  City State ZIP Code                  Contact phone <u>1-800-336-3767</u>                  Contact email _____</p>
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Uniform claim identifier for electronic payments in chapter 13 (if you use one):  
 \_\_\_\_\_

4. **Does this claim amend one already filed?**  No  
 Yes. Claim number on court claims registry (if known) \_\_\_\_\_ Filed on \_\_\_\_\_  
 MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**  No  
 Yes. Who made the earlier filing? \_\_\_\_\_

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?  No  Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ~~XXXXXX~~

7. How much is the claim? \$ 22,197.36. Does this amount include interest or other charges?  No  Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.

Deficiency Balance

9. Is all or part of the claim secured?  No  Yes. The claim is secured by a lien on property.

**Nature of property:**

- Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
- Motor vehicle
- Other. Describe: \_\_\_\_\_

**Basis for perfection:** \_\_\_\_\_

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ \_\_\_\_\_

Amount of the claim that is secured: \$ \_\_\_\_\_

Amount of the claim that is unsecured: \$ \_\_\_\_\_ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ \_\_\_\_\_

Annual Interest Rate (when case was filed) \_\_\_\_\_%

- Fixed
- Variable

10. Is this claim based on a lease?  No  Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff?  No  Yes. Identify the property: \_\_\_\_\_

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check one:

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

- Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). Amount entitled to priority  
\$ \_\_\_\_\_
- Up to \$3,025\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ \_\_\_\_\_
- Wages, salaries, or commissions (up to \$13,650\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). \$ \_\_\_\_\_
- Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ \_\_\_\_\_
- Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ \_\_\_\_\_
- Other. Specify subsection of 11 U.S.C. § 507(a)(\_\_\_\_) that applies. \$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

**Part 3: Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 09/25/2020  
MM / DD / YYYY

Maila Wooten  
Signature

Print the name of the person who is completing and signing this claim:

Name	MAILA	WOOTEN
	First name	Last name
Title	BANKRUPTCY SPECIALIST	
Company	NAVY FEDERAL CREDIT UNION	
	Identify the corporate servicer as the company if the authorized agent is a servicer.	
Address	P.O.BOX 3000	
	Number	Street
	MERRIFIELD	VA 22119
	City	State ZIP Code
Contact phone	1-800-336-3767	Email

**PROOF OF CLAIM ATTACHMENT**

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Debtor Name: ~~██████████~~

Case Number: ~~██████████~~

**NAVY FEDERAL CREDIT UNION**

Last four digits of Social Security: # ~~██████~~

**Part 1: Statement of Principal and Interest Due as of the Petition Date**

Itemize the principal and interest due on the claim as of the petition date (included in the Amount of Claim listed in Item 1 on your Proof of Claim form).

1. Principal Due	\$ 15,024.71
2. Interest Due	\$ 7,172.65
Total principal and interest due	\$ 22,197.36

**Part 2: Statement of Amount Necessary to Cure Default as of the Petition Date**

1. Installment payments due	Date of last payment received by creditor	05/11/2016
	Number of payments past due	# N/A
	Total Amount Necessary to Cure Default	\$ 22,197.36

**Part 3: Statement of Prepetition Fees, Expenses, and Charges**

Itemize the fees, expenses, and charges due on the claim as the petition date (included in the Amount of Claim listed in Item 1 on your Proof of Claim form).

Description	Dates incurred	Amount
1. Non-sufficient funds (NSF) Fees	_____	\$ _____
2. Attorney's fees/Associated Costs	_____	\$ _____
3. Other Specify _____	_____	\$ _____
	Total Prepetition fees, expenses and charges	\$ 0.00

**Part 4: Open Ended/Revolving Accounts**

Last Transaction: \_\_\_\_\_

Last payment: \_\_\_\_\_

Date account charged off, if applicable: \_\_\_\_\_

Total due as of the Petition Date \$ \_\_\_\_\_



This document includes a Promissory Note, a Security Agreement and a Truth-in-Lending Disclosure. Please read everything carefully. There are additional terms and conditions on the reverse side. You are bound by those terms and conditions as well as those on this side. Navy Federal Credit Union is identified in this document as "Navy Federal" and the Applicant (Member)/Co-Applicant and any GUARANTOR will be identified as "Applicant". Do not alter this document. Notify us if a change is necessary. Verify all completed spaces. Complete signatures where indicated below.

Applicant's Name and Address

[REDACTED]

01/02/13
Loan No. 04-36

Table with columns: Purpose of Loan (USE), Check/Draft-Office Use Only, Old Loan Balance(s) (if any), Interest and Other Fees on Old Loan Balance(s), Cash to Applicant, Amount Financed.

Truth-in-Lending Disclosure

Annual Percentage Rate 9.290 % Finance Charge \$ 7,533.03

The cost of your credit as a yearly rate. The dollar amount the credit will cost you.

Amount Financed \$ 23,158.03 Total of Payments \$ 34,131.60

The amount of credit provided to you on your behalf. The amount you will have paid after you have made all payments as scheduled.

Your Payment Schedule will be:

Table with columns: Number of Payments (72), Amount of Payments (\$ 474.05), When Payments are Due (Monthly, beginning 02/18/13)

Security: You are pledging a security interest in the collateral described below:

Table with columns: Make and Year (2007 CADILLAC), Collateral Description (SRX-V6/V8), Serial Number (1GYEE637X70134165)

Prepayment: If you pay off early, you will not have to pay a penalty. You must pay all accrued unpaid interest and other charges and fees due before a payment is applied to the loan's principal balance.

Late Payment: You will be charged a \$ 29 late fee for every month in which any amount due is not received by the payment due date. See the Promissory Note and Security Agreement below for information concerning nonpayment and default.

NPB 2013-02-13-14 11 53.36A315

Payment Protection Plan Fee \$ 3,440.54
Primary Coverage Loss of Life, Disability and Involuntary Unemployment (checked)
Joint Coverage Loss of Life, Disability and Involuntary Unemployment (checked)
Guaranteed Asset Protection Fee - New Vehicle 249.00, Used Vehicle 399.00

I/we understand that I/we can cancel either Payment Protection Plan or Guaranteed Asset Protection at any time by contacting Navy Federal Credit Union. I/we certify that all information provided by me is true and complete (Section 1014 Title 18 U.S. Code makes it a Federal Crime to knowingly make a false statement or report in the application for the purpose of influencing a Federal Credit Union).

Applicant (Member) [Signature]

If Guarantor: I confirm as Guarantor, that I have read and fully understand the provisions of the attached Notice to Cosigner (Guarantor) as required by Federal Regulation. While I will not share in the loan proceeds, I acknowledge that I am obligated to repay the loan.

Co-Applicant (Member) or Guarantor (Non-Member) [Signature]

By signing this note as Owner of Collateral (Other Than Applicant), I agree that my ownership interest in the collateral is subject to the security agreement only. I am not bound to pay the loan.

Owner of Collateral (Other than Applicant) [Signature]



**Promise to Pay** - The Applicant(s) jointly and severally, waiving rights of demand and notice, hereby promise to pay to the order of Navy Federal the amount shown in the Truth-in-Lending Disclosure on the reverse, with interest on the unpaid balance at the Annual Percentage Rate (APR) as shown in the payment schedule. Interest is charged on a daily basis from the date of the Promissory Note. APR does not reflect the effect of deposits required to secure this loan.

**Consumer Credit Report** - I authorize and understand Navy Federal may obtain a consumer credit report to consider me for other products and services with Navy Federal.

**Agreement Acknowledgment** - Applicant acknowledges receipt of a completed copy of this instrument and disclosure statement prior to consummation of this loan. This agreement is entered into and shall be governed, in all respects, by Federal Law and when necessary the laws of the State of Virginia.

**Payment Protection** - If Payment Protection Plan or Guaranteed Asset Protection has been selected above, I/we request that protection and agree to the terms in the Agreement and Disclosure.

**Statutory Lien** - I/we acknowledge and pledge to Navy Federal a statutory lien in my/our shares and dividends on deposit in all joint and individual accounts and any monies held by Navy Federal now and in the future to the extent of the loan made and any charges payable. The statutory lien does not apply to shares in any Individual Retirement Account. I/we acknowledge and pledge to Navy Federal a security interest in the collateral securing loan(s) that I/we have with Navy Federal now and in the future, including any type of change or increase; and any proceeds from the sale of such collateral and of insurance thereon not to exceed the unpaid balance of the loan. This security interest in collateral securing other loans does not apply to loan(s) on my/our primary residence.

**Trust Account** - If this loan is made to a trust with a Navy Federal Trust Account number, each person signing the note is jointly and severally liable for the loan. When the trust is revocable, all trustee(s) and natural person applicant(s) must sign the note and will be jointly and severally liable for the loan.

#### Navy Federal Agreement

Navy Federal pays the total cash amount of the loan to the Applicant or to the Applicant's account in another institution designated by the Applicant, and has no financial ties with, or right of recourse against, the seller of the property which an Applicant purchases and finances with Navy Federal.

**Payment Protection Plan** - is voluntary and is not required in order to obtain credit. You have the right to cancel at any time for any reason. Refer to the Payment Protection Plan Agreement and Disclosure for a full explanation of the terms and conditions of the program.

**Guaranteed Asset Protection** - is voluntary and is not required in order to obtain credit. You have the right to cancel at any time for any reason. Refer to the Guaranteed Asset Protection Agreement and Disclosure for a full explanation of the terms and conditions of the program. Guaranteed Asset Protection is only available for new and used vehicles.

#### Security Agreement

The owner(s) of the collateral warrants that he/she is the owner of the collateral listed on the front; that there are no other liens or claims against the collateral; and that as the owner he/she has the right to make this agreement. If the collateral described on the front is to be purchased with the proceeds of this loan, Applicant warrants the proceeds will not be used for any other purpose.

The owner(s) will appoint Navy Federal as owner(s)' attorney-in-fact with limited authority to take such steps and accomplish such acts as Navy Federal may deem necessary to perfect and continue the perfection of the security interest created by this Security Agreement and to protect the collateral. The owner(s) will defend the collateral against claims and demands of other persons and will not permit any other liens to the attached collateral. The owner(s) will also keep the collateral in good condition and will not knowingly permit any action to impair its present value. The owner(s) will obtain written consent of Navy Federal prior to disposing of collateral. The owner(s) will: (1) maintain properly insurance (from an insurer of owner's choice) on the collateral covered by this Security Agreement against loss and damage with a collision deductible of no more than \$500; (2) assign to Navy Federal the right to receive the proceeds of insurance, not to exceed the unpaid principal loan balance, interest, charges and fees owed should the collateral be lost or damaged; (3) provide satisfactory proof that the required coverage remains in effect. Failure to comply with this may result in converting this loan's annual percentage rate to Navy Federal's prevailing rate for signature loans. We may also "force place" insurance at the Applicant's expense in the event that the Applicant/owner(s) fails to comply with the insurance requirement. Any force-placed insurance will cover the loan's principal balance only and will not cover any personal belongings. As promptly as possible and no later than three months, the Applicant/owner(s) will deliver to Navy Federal a Certificate of Title or other proof of ownership reflecting Navy Federal as the first lien holder. The Certificate of Title must also show the individual Applicant/owner(s) as the registered owner(s) of the collateral. Failure to comply with this request can result in a demand for payment in full and/or in Navy Federal converting this loan's annual percentage rate to Navy Federal's prevailing signature loan rate. If Navy Federal exercises its right to file for the lien-recorded title, filing fees will appear as a debit on the Applicant's savings account.

#### Default Agreement

The occurrence of any of the following shall constitute default: failure to make payments as specified; violation of any Applicant warranty given in this agreement; failure to perform in accordance with this agreement; discovery that any warranty or statement of Applicant made in connection with this transaction is incorrect in any material respect; use of the collateral in any manner prohibited by law; limitation on the collateral by being attached, levied upon, seized in any proceeding, or held by virtue of any lien, distress, or order; failure to adequately insure and properly register the collateral; suspension or revocation of registration certificate or Applicant's operating license; death, insolvency, business failure or entry of a discharge in bankruptcy or receivership by or against the Applicant, Co-Applicant/Guarantor or Owner of Collateral (other than Applicant) of any property of either. Navy Federal or its agent has the right to take possession of the collateral without prior notice to the Applicant upon default.

Any default by Applicant under any of the terms or provisions of any other agreement between Applicant and Navy Federal, whether existing now or in the future, shall constitute a default under all agreements. Under default, the balance due under this Note, plus any interest, charges and fees shall become immediately payable without further notice to the Applicant at the option of Navy Federal. If the amount due is not paid immediately, Navy Federal shall have the right to take such action as is available to it under the law. Such action may include taking possession of all stated collateral and sell, or otherwise dispose of the same, or any part thereof, at public or private sale upon such terms as Navy Federal may elect, and apply the proceeds received from such a sale to the amounts owed. Applicant will be liable to Navy Federal for any deficiency to the extent permitted by law. In the event of default, all reasonable costs of collection, including but not limited to, court costs, expenses and reasonable attorney's fees, will be paid by the Applicant. Navy Federal may also revoke any and all membership privileges previously extended to the Applicant (except the right to vote and to maintain a savings account) without prior notice to the Applicant.

The waiver by Navy Federal of any default by the Applicant shall not be a waiver of any subsequent default.

Applicant gives Navy Federal permission to: (1) obtain Applicant's Active Duty/Reserve address if Applicant is in default; (2) contact and receive from any person, including but not limited to Commanding Officer, other employer, credit grantor or landlord, state and federal agencies, or branches thereof and various departments and commands of Department of Defense, any information which they deem necessary to cure or collect said default.

The obligation of the Applicant to Navy Federal to repay that portion of this loan not covered by voluntary Payment Protection Plan or voluntary Guaranteed Asset Protection shall continue on to the Co-Applicant/Guarantor's, and the Applicant's heirs or estate.

You agree that if you do not make payments on your account in accordance with this agreement, you will accept calls from Navy Federal regarding your account, at any telephone number provided by you (including cellular telephones). In addition, we may use prerecorded voice messages or automatic dialing devices to contact you at any telephone number associated with your account. You agree such calls will not be "unsolicited" calls for the purpose of state and federal laws.

#### Consumer Protection Notice:

**Any holder of this consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.**