

_____ : _____ JUDICIAL DISTRICT COURT

VS : PARISH OF _____, LOUISIANA

_____, _____
_____ & _____ : DOCKET NO.: _____

PETITION FOR DEFICIENCY JUDGMENT

The petition of _____, a banking corporation organized and existing under the laws of the State of Louisiana, having as its domicile the Parish of _____, State of Louisiana, respectfully represents:

1.

Defendants _____, _____ and _____, are justly and truly indebted unto your petitioner in the full sum of _____ AND _____/100 (\$_____) DOLLARS, together with legal interest from date of judicial demand until paid, and for _____ percent (____%) on the aggregate of said principal and interest as attorney's fees, and all costs of these proceedings, for the following reasons, to-wit:

2.

The defendants, _____, _____ and _____, on _____, 20_____, executed a promissory note in the full sum of _____ and _____/100 (\$_____) Dollars, bearing interest at the rate of _____ percent (____%) per annum and made payable in _____ monthly installments of _____ and _____/100 (\$_____) Dollar each, and an irregular payment estimated at _____ and _____/100 (\$_____) Dollars, the first payment being due on _____, 20_____, and each remaining installment due on the _____ day of each month thereafter, and one irregular payment estimated at _____ and _____/100 (\$_____) Dollars due on the _____ day of _____, 20_____.

3.

That the said Defendants, _____ and _____, executed a Consumer Security Agreement dated _____, 20_____, alleging that the Defendants were indebted unto future holder or holders in the full sum of _____ and _____/100 (\$_____) Dollars.

4.

In the aforesaid Consumer Security Agreement, the Defendants did affect and hypothecate in favor of petitioner and the future holder or holders, the following described property, to-wit:

_____, VIN _____.

5.

The defendants, _____ and _____, on _____, 20_____, executed a Landlord's Consent with _____, Landlord, alleging that Landlord waives and subordinates in favor of Lender any and all liens, privileges, claims, rights and/or other security interests that Landlord may now or in the future have on, in, or against the Collateral described in Paragraph 4 herein.

6.

The defendant, _____, on _____, 20_____, executed a Continuing Guaranty agreement as Guarantor, in consideration of the extension of credit by Creditor, guaranteeing payment in full of any indebtedness, direct or contingent, and any and all extensions thereof of Debtor to _____ up to the amount of \$_____.

7.

The Defendants have been credited for all payments on said promissory note dated _____, 20_____.

8.

Petitioner avers that the defendants became delinquent in the payment of said note. Petitioner foreclosed against the said property and the said defendants, in the proceedings numbered _____ of the docket of this Honorable Court, in the matter

entitled "_____ vs. _____, _____, and _____", which proceedings are made a part of this petition as if copied in full herein.

9.

That pursuant to said foreclosure proceedings, a writ of seizure and sale issued herein and the Sheriff of _____ Parish seized the property, and in due course, same was advertised and exposed to public auction after due appraisalment.

10.

That the said property was duly sold by the Sheriff on _____, 20_____, for the sum of _____ and _____/100 (\$_____) Dollars.

11.

Petitioner avers that at the time of the foreclosure proceedings, Defendants had defaulted by nonpayment of the _____, _____, installment which became due on said note, at which time there was due thereon the balance of _____ and _____/100 (\$_____) Dollars, plus accrued interest of _____ and _____/100 (\$_____) Dollars, plus late charges in the amount of _____ and _____/100 (\$_____) Dollars, and legal interest thereafter, and for _____ percent (_____%) on the aggregate amount of principal and interest due as attorney's fees, and all costs of these proceedings.

12.

Petitioner avers that the following costs were incurred in the foreclosure proceedings, for which the Defendants are liable:

Seizure	\$_____
Notices	_____
Appraiser's fee	_____
Appraiser's Fee	_____
Prep. & Advertisement	_____
Sheriff's Commission	_____
Clerk's costs	_____
Deed & Proces Verbal	_____
TOTAL COSTS OF SHERIFF'S SALE	\$_____

13.

That after deducting the gross amount received from the sale of said property from the total principal, attorney's fees and costs due, there remains a net unpaid balance due on said note of _____ and _____/100 (\$_____) Dollars, plus _____% legal interest from date of judicial demand, as is calculated below:

11/94 Principal Balance	\$_____
25% Attorney Fees	\$_____
Costs of Sheriff's Sale	\$_____
3/95 Less Gross Amount	
Received from Sheriff's Sale	\$_____
DEFICIENCY BALANCE DUE	\$_____

*(Plus _____% per annum legal interest from date)

14.

Petitioner refers to the said foreclosure proceedings herein for the purpose of making the entire suit a part of this petition, and more particularly, refers to the return of the Sheriff on the proces verbal, the promissory note, and the duplicate originals of said Consumer Security Agreement, Landlord's Consent, and Continuing Guaranty Agreement all filed herein, together with all other documents relied upon in these proceedings.

15.

Petitioner avers amicable demand without avail.

16.

The whereabouts of Defendant, _____, are unknown and it is, therefore, necessary that the court appoint an attorney at law to represent the said absentee Defendant herein.

WHEREFORE, Petitioner prays that an attorney at law be appointed to represent the said absentee Defendant, _____, and that he be served with a copy of this petition and duly cited to appear and answer same.

Petitioner further prays that the Defendants herein, _____, and _____, be duly cited to appear and answer this petition, and that they be served with a copy of same, and that after the legal delays and due proceedings had, there be Judgment herein in favor

of your Petitioner, _____, and against the Defendants, _____,
_____, and _____, in the full sum of _____ AND _____/100
(\$_____) DOLLARS, together with legal interest from date of
judicial demand, and for _____ percent (_____%) on the
aggregate of said principal and interest as attorney's fees, and
all costs of these proceedings, and Petitioner further prays for
all general and equitable relief, etc.

_____, LOUISIANA _____
(_____)_____

BY: _____

Please serve Defendants, _____
and _____ at:

_____, LA _____

STATE OF LOUISIANA

PARISH OF _____

AFFIDAVIT OF CORRECTNESS

BEFORE ME, the undersigned Notary Public, personally came and appeared _____, who, being by me first duly sworn, deposed and said:

1. He is a loan officer of _____ and is duly qualified to make this affidavit; and
2. That he is familiar with the proceedings entitled "_____, vs. _____, _____ and _____", Docket No. _____, _____ Parish, Louisiana; that he has read the Petition for Deficiency Judgment; and, that _____, _____ and _____ are indebted to _____ in the full sum of _____ AND _____/100 (\$_____) DOLLARS, after deducting all costs of Sheriff's Sale, attorney's fees, and the gross amount received from the Sheriff's Sale.

SWORN TO AND SUBSCRIBED before me this _____ day of _____,
20____.

NOTARY PUBLIC

COURT : _____TH JUDICIAL DISTRICT

VS : PARISH OF _____, LOUISIANA

_____, _____
_____ & _____ : DOCKET NO.: _____

ORDER

Considering the foregoing:

IT IS ORDERED that _____, attorney at law, be appointed to represent the absentee defendant, _____.

THUS DONE AND SIGNED at _____, _____ Parish, Louisiana,
this _____ day of _____, 20____.

DISTRICT JUDGE