

IN THE _____ COURT OF _____ COUNTY, _____

_____ PLAINTIFF

VS.

NO. _____

_____ AND

_____ DEFENDANTS

COMPLAINT

COMES NOW Plaintiff, _____, a national banking institution, by and through its undersigned counsel, and brings this action against the above named Defendants as follows:

1. Plaintiff is a national banking institution, domiciled in _____, _____, with branch offices in _____, _____.
2. Defendant, _____, is an adult resident citizen of _____ County, _____. Defendant, _____, is an adult resident citizen of _____ County, _____.
3. The Court has jurisdiction over the persons and the subject matter involved in this action and venue is appropriate in this county.
4. On _____, _____, a _____ corporation ("Maker"), for good and valuable consideration then and there made and executed its promissory note to the order of Plaintiff in the sum of \$ _____ and payable on _____, a copy of which note is annexed hereto and made a part hereof as Exhibit "A".
5. Said note was a continuation, renewal, extension and/or addition to a note made by Maker on _____, and secured as was the note attached hereto as Exhibit "A".
6. _____ guaranties of payment, copies of which are attached hereto and made a part hereof as Exhibits "B" and "C", wherein, as consideration of Plaintiff's financial accommodations given, or to be given to said Maker, Defendants guaranteed the prompt payment of all indebtedness or liabilities which the Maker, as of the date of the said guarantee or at any time thereafter, might owe to the Plaintiff.
7. In _____, Maker, being in default in the payments due under said note, filed for protection under Chapter 11 of the United States Bankruptcy Code.
8. While Maker was conducting business under said Chapter 11, it made certain

payments and received certain credits on the note.

9. The collateral which secured said note was resorted to by Maker and its creditors, and sold in commercially reasonable sales, by and with the consent and approval of the Bankruptcy Court, and the proceeds thereof applied to the indebtedness due under said note.

10. The full amount of principle in the sum of \$ _____ is now due and owing on Maker's said note.

11. Maker has been unable to pay the obligation due, despite Plaintiff's repeated requests, and it remains in default in the payments thereof.

12. Defendants, as Maker's Guarantors, now owe Plaintiff \$ _____, the unpaid principle, plus interest due on said note by virtue of Defendants' said guaranties, no part of which has been paid by Defendant although duly demanded.

WHEREFORE, Plaintiff demands judgment against Defendant for the sum of \$ _____ together with interest and costs.

DATED: _____

Respectfully,
