

STATE OF LOUISIANA, PARISH OF MOREHOUSE, CITY COURT OF BASTROP

PLAINTIFF

VS. NO. _____

DEFENDANT

Address

Email Address

**SUIT ON PROMISSORY NOTE AND CONSUMER SECURITY AGREEMENT
WITH SEQUESTRATION**

The petition of _____ domiciled in the Parish of Morehouse, State of Louisiana, respectfully represents that:

I.

_____, a major person domiciled in the Parish of Morehouse, State of Louisiana, is indebted to your Plaintiff in the amount of \$_____, with interest from _____ until _____ at the rate of ____% (and thereafter at the rate of ____% until paid), together with all costs of this suit.

II.

Plaintiff is the holder in due course of the promissory note executed by the Defendant on _____ in the principal sum of \$_____, made payable to the order of _____, together with interest as provided in said note, which said note is attached hereto and made a part hereof is set out in full.

III.

Said note became in arrears on _____ when the payment due on that date was not paid, whereupon the note has become fully due and payable according to its terms. Nothing has been paid on the note since _____ and all due credits have been allowed as set out in the attached Affidavit of Account.

IV.

The said note is secured by a Consumer Security Agreement incorporating property described therein, as will appear by reference to said Security Agreement, a _____ copy of which is attached hereto and made a part hereof, describing the following property:

V.

Plaintiff avers that during the pendency of this suit it is within the power of defendant to conceal, part with or waste, the movable in his possession, described in the security agreement annexed hereto, and therefore petitioner is entitled to a writ of sequestration to protect his rights.

WHEREFORE, Plaintiff prays that a writ of sequestration issue herein.

Plaintiff further prays that the Defendant be cited and served, and after all legal delays and proceedings, there by judgment herein in favor of the Plaintiff and against the Defendant in the amount of \$_____, with interest from _____ at the rate of _____% until _____ (and thereafter at the rate of _____% until paid in full), together with all costs.

Plaintiff further prays for recognition of his security interest in the movable property described in the security agreement, annexed hereto.

Plaintiff in Proper Person

Address

Telephone Number

Email Address

AFFIDAVIT

BEFORE ME, the undersigned authority, personally came and appeared _____, who being first duly sworn did depose and say that:

All of the allegations in the above and foregoing Petition are true and correct and that the Plaintiff enjoys a security agreement on the property described in the documents annexed to this Petition and that the Plaintiff fears the Defendant will remove, conceal, part with, or dispose of the said movable property to the prejudice of Plaintiff's claim and the Plaintiff alleges that it is within the power of the Defendant to do so.

Plaintiff

Sworn to and subscribed before me this _____ day of _____, 20_____.

Deputy Clerk & Ex-Officio Notary Public

O R D E R

Considering the foregoing Petition, Affidavit and annexed documents, let a WRIT OF SEQUESTRATION issue as prayed for upon bond in the amount of \$_____ being posted.

DONE AND SIGNED in Chambers of the City Court of Bastrop, this _____ day of _____, 20_____.

JUDGE, CITY COURT OF BASTROP

BOND

KNOW ALL MEN BY THESE PRESENTS that he undersigned principal and the undersigned security are held firmly bound IN SOLIDO unto TINA WALLACE, Clerk of the Bastrop City Court, in and for the Parish of Morehouse, Louisiana, and to her successor in office, in the just and full sum of \$_____ Dollars; to the payment whereof, well and truly be made, we bind ourselves, our heirs, assigns and legal representatives firmly by these presents.

Dated this _____ day of _____, 20 _____.

THE CONDITION of the above obligation is such, that whereas the above bound principal has this day sued out a WRIT OF SEQUESTRATION against the property of _____ in the suit entitled _____ in the aforesaid Court.

NOW THEREFORE, if the said principal shall well and truly pay all such damages as shall be decreed against it in case it should be decided that this writ was wrongfully sued out or obtained then and in that case this obligation to be null and void, otherwise to be and remain in full force, according to the law.

Principal

Surety

BEFORE ME personally came and appeared the undersigned to me known to be the party who has signed the above and foregoing bond as SURETY thereon, who being by me first duly sworn deposes and says: "That he is worth, over and above all his debts and obligations, in assets that can be subjected to levy under execution the amount for which he has bound himself in said bond."

Surety

SWORN TO AND SUBSCRIBED before me, Notary, on this the _____ day of _____, 20 _____.

Notary Public

BEFORE ME personally came and appeared the undersigned to me known to be the party who has signed the above and foregoing bond as PRINCIPAL thereon, who being by me first duly sworn deposes and says: "That he is informed and believes that the facts set out in the above affidavit of surety on said bond are true and correct."

Principal

SWORN TO AND SUBSCRIBED before me, Notary, on this the _____ day of _____, 20 _____.

Notary Public