# BPICUSTOM SA10-e 1/10

## PRE-COMPUTED (ADD-ON) INTEREST MOTOR VEHICLE CONTRACT AND SECURITY AGREEMENT

					R.O.S. Number: Stock Number:					
Buyer's (and Co-Buyer's) Name, Address and Phone Number(s)			Sell	Seller's Name, Address and Phone Number(s)						
NEW/USED	YEAR	MAKE / MODEL		ODOMETER F	READING		VEHICLE	IDENTIFICATION NUMBER		COLOR
11211/0025	'		1			ļ			ı	
	KEY NO.	LIC. NO.			VEL	HICLE USE:	Parson	nal, Family or Household	Commercial or	Agriculture
Th		a Alan and Albanda Hamila	Alata a sankarak						_	•
in this contr	our," "we" and "us" refer t act. We sell you the motor	o the "creditor/seller in vehicle described above	this contract, e on credit. The	or upon any a credit price	assignment is the "Tota	i, its assigne I Sale Price"	e. The word shown belo	w. The "Cash Price" is also	o the buyer and co-bu o shown below. By sig	yer, if any, named ning this contract,
you agree to each is toge	our," "we" and "us" refer t act. We sell you the motor buy the vehicle on credit a ther and individually respo	nd pay the Total Sale P nsible for all agreemen	rice according ts in this contr	to the terms, act.	agreement	s and schedi	ıles shown	on this contract. If this con	tract is signed by a bi	lyer and co-buyer,
SEE ADDIT	TIONAL TERMS, AGREE	MENTS, AND CONDIT	TIONS.	DERAL TR						
A	ANNUAL	FINANCE CI						al of Payments	Total Sale	a Drica
PFR	CENTAGE RATE:	The dollar amount the		ne credit will The amount of ci		dit provided The amo		unt you will have paid	The total cost of yo	our purchase
The cost	of your credit as a	cost you.		to you on	your behalf	f.	after you as sched	have made all payments uled.	on credit, including	your down-
yearly rat	e.					40 0011041			payment of \$	
	%	\$	(e)	\$			\$	(e)	\$	(e)
В.				UR PAYME	NT SCH	EDULE WII		(-)	T	(0)
	Number of Paym	nents:		Amoun	t of Payme	ents:		When I	n Payments Are Due:	
One Payn										
One Payn								March Landard		
One Final	Payments Payment							Monthly, beginning		
C.					SECURIT'					
	You are giving a security in									
	<b>ENT</b> : If you pay your contraction in full before the scheduled				nimum tina	nce charge. S	ee this cont	ract for any information add		AN ESTIMATE
				g					(0)	
NOTI	CE: The names and a	ddresses of all pers	ons to who	m the notic	es requir	ed or perm	itted by la	aw to be sent are set f	orth at the top of	this form.
						· ·				
NOTICE	No manage to manufacture		_	ATEMEN	_		-			
particula	: No person is require or insurance company,	ed, as a condition agent or broker. (	of financin ONLY PHYS	g the purc ICAL DAM	nase of a	a motor ve JRANCE IS	enicie, to REQUIR	purchase or negotian Discreption	ate any insuranco T.	e through a
UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OF PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY					OPTIONAL CREDIT & DISABILITY INSURANCE AUTHORIZATION AND APPLICATION You voluntarily request the credit insurance checked below, if any, and understand that such					
	REEMENT.	a the belonce due under	thic agreement	the following	incurance:	insurance is not required. You acknowledge disclosure of the cost of such insurance and authorize it to be included in the balance payable under the security agreement. Any returned or				
You have requested Seller to include in the balance due under this agreement the following insura Buyer requests Seller to procure insurance upon the described property against fire, theft, and colli				d collision	refunded credit insurance premiums shall be applied to the sums due under this contract. Only					
for the term of this agreement. Any insurance will not be in force until accepted by the insurance car <b>Premium</b>					CREDIT LIFE Mos. Premium \$					
\$ DED., COMP., FIRE & THEFT Mos. \$				CREDIT DISABILITY Mos. Premium \$						
	DEDUCT						TOT	AL CREDIT INSURANCE PRI		(b)
	JJURY \$					Company _	ant Credit Life	Insurance	oint Credit Life Insurance	
PROPERTY DAMAGE \$ LIMITS Mos. \$				= 100 main ordan bloodsing mountaines (1 milar) bujor omj						
MEDICAL Mos. \$ You are applying for the credit insurance marked above. Your signature below means that you agree that: (1) You are not eligible for insurance if you have reached your 65th					ed your 65th					
Mos. \$(a)				birthday. (2) You are eligible for disability insurance only if you are working for wages or profit 30 hours a week or more on the Effective Date. (3) Only the primary buyer is						
The foregoing declarations are hereby acknowledged.				(-7	DISABILITY INSURANCE MAY NOT COVER CONDITIONS FOR WHICH YOU HAVE SEEN A DOCTOR OR CHIROPRACTOR IN THE LAST 6 MONTHS (refer to "Total Disabilities Not Covered" in your policy or certificate for details).					
By's				By signing		gree to buy credit insurance				
X SELLE	R	<b>X</b> BUYER				DATE	X PRIM	ARY BUYER		AGE
OLLLE		<b>V</b>					X			
		CO-BUYER	<u> </u>			DATE	СО-В	UYER		AGE

1. Total Cash Price		SERVICE CONTRACT (Optional)				
A. Cash Price Motor Vehicle and Accessories\$	(Δ)	You request a service contract written with the following company for the term below.				
Cash Price Wehicle and Accessories      Cash Price Vehicle\$	. (n)					
·		The cost is shown on line 1H in Itemization of Amount Financed.				
2. Cash Price Accessories\$		Company				
3. Other\$		ounpany				
\$	(D) (and a necessary and the c)	Term Mos. or Miles				
B. Document Preparation Fee\$						
C. Smog Fee Paid to Seller\$	_ (C)	Company				
D. Theft Deterrent Device(s) (optional)	(7)	Term Mos. or Miles				
\$		101111 WI05. 01 WII05				
\$		Company				
\$	_ (D)					
E. Surface Protection Product(s) (optional)		Term Mos. or Miles				
\$		Company				
\$	, ,	ounpany				
\$		Term Mos. or Miles				
F. Sales Tax\$						
G. DMV Electronic Filing Fee\$	_ (G)	Company				
H. Service Contract (optional)		Term Mos. or Miles				
\$	. ,	10111				
\$	` '	ORTIONAL PERT CANCELL ATION CONTRACT (CAR)				
\$	_ (H)	OPTIONAL DEBT CANCELLATION CONTRACT (GAP)				
\$	_ (H)	Debt cancellation coverage is not required to obtain credit.				
\$	_ (H)	I want to purchase a debt cancellation contract which is part of this contract shown in line 1J in				
<ol> <li>Prior Credit or Lease Balance paid by Seller to</li> </ol>						
\$	_ (l)	Itemization of Amount Financed.				
(See down payment and trade-in calculation)		CompanyMonths				
J. Optional Debt Cancellation Agreement (GAP) \$	_ (J)	Buyer <b>X X</b>				
K. Used Vehicle Contract Cancellation						
Option Agreement\$	. ,					
L. Other (For) \$	_ (L)	SELLER ASSISTED LOAN: FOR THIS LOAN, BUYER MAY BE REQUIRED TO PLEDGE SECURITY				
To whom paid		AND WILL BE OBLIGATED FOR THE INSTALLMENT PAYMENTS ON BOTH THE SECURITY				
Total Cash Price (A to L)	. \$ (1)	AGREEMENT AND THE LOAN.				
2. Amounts Paid to Public Officials						
A. License Fees\$		Proceeds of Loan - From				
B. Registration/Transfer/Titling Fees\$	(B) (estimate)	Amount \$ Finance Charge \$				
C. California Tire Fees\$	- ( )	Total \$Payable inInstallments of \$				
D. Other\$		\$ from this loan as described in 6D of				
E. Other\$	_ (E)	-				
Total Official Fees (A to E)		Itemization of Amount Financed.				
3. Amounts Paid to Insurance Companies						
(Total premiums from Statement of Insurance column a+b)	\$(3)	PREPAYMENT REFUND: Any refund for prepayment in full will be calculated as follows:				
4. Smog Certification Fee or						
Exemption Fee Paid to State		according to the Actuarial Method according to the Sum of the				
5. Subtotal (1 to 4)	\$(5)	Periodic Time Balances				
6. Total Down Payment		according to the Rule of 78's				
A. Trade-in Value\$	_ (A)	(If no box is checked the method for calculating the prepayment refund				
Yr Make		will be deemed to be the Sum of the Periodic Time Balances)				
Model		will be declined to be the Suffi of the Ferrodic Time Datances)				
V.I.N						
Odometer		<b>OPTION:</b> You pay no Finance Charge if the Amount Financed, item 7, is paid in full on or				
B. Less Prior Credit or Lease Balance\$	_ (B)					
C. Trade-in (A less B)\$	(C) (indicate if a negative number)	beforeYear SELLER'S INITIALS				
D. Deferred Down Payment\$						
E. Manufacturer's Rebate\$		DISCLOSURE OF AUTO PROVED FFF				
F. Other\$		DISCLOSURE OF AUTO BROKER FEE				
G. Remaining Cash Down Payment\$		A BROKERAGE FEE was was not PAID				
Total Down Payment (6C to G)	. \$(6)					
(If negative, enter zero on line 6 and enter the amount less than zero as a p		To (name)				
7. Amount Financed (5 less 6)	,					
Seller may keep a portion of these amounts.	(./					

X	Χ

#### ADDITIONAL TERMS AND CONDITIONS

- 1. SECURITY INTEREST: You hereby grant us a security interest under the California Uniform Commercial Code in the vehicle and all parts or accessories put on the vehicle and in all insurance premiums financed for you or rebates from insurance premiums, service contracts, and in the proceeds of any insurance policies covering the vehicle or credit or disability insurance policies financed hereunder, which security interest secures all sums which may become due under this contract, as well as any modifications, extensions, renewals, amendments, or refinancing of it.
- 2. USE OF VEHICLE: You agree to keep the vehicle free of all taxes and liens, except in favor of Seller, and not to use the vehicle, or permit the vehicle to be used illegally, improperly or for hire, or to expose the vehicle to misuse, seizure or confiscation, or other involuntary transfer, even if the vehicle was not the subject of judicial or administrative action. You agree not to make any material change in the vehicle or allow any material change in it to be made, or to remove the vehicle or allow it to be removed from this State for a period in excess of 30 days or transfer any interest in the vehicle. You agree to keep the vehicle in good working condition and make all necessary repairs. You agree not to remove the vehicle, nor to permit its removal, from this country. Although we are not obligated to do so, if we elect to pay any liens, fees or taxes in connection with the vehicle, or to expend any other amount to protect our interests in the vehicle, you will reimburse us, at our option; (i) within 5 days of our demand upon you to do so or (ii) we may add the dollar amount of any such liens, fees, taxes or other charges we pay to the balance of this contract, accruing interest, from the time we pay such amounts until the time you pay them to us, at the annual percentage rate shown on the face of this contract, with such dollar amount and interest due at maturity of this contract or in monthly installments due on the remaining payment dates shown on the face of this contract, as we might choose.
- 3. GAP: There may be a gap between the amount you owe under this contract and the amount of your insurance settlement and deductible. In the event of theft or damage to your vehicle, you ARE LIABLE FOR THIS GAP AMOUNT. An optimal gap (debt cancellation) contract for coverage of this gap amount may be offered for an additional charge.
- 4. INSURANCE: You agree to keep the vehicle insured in favor of us with a policy satisfactory to us, with comprehensive fire, theft and collision coverage, insuring the vehicle in an amount sufficient to cover the value of the vehicle. You agree to deliver the policies to us, and you agree that we may (i) contact your insurance agent to verify coverage or to add us as loss payee or lienholder, (ii) make any claim under your insurance policy, (iii) cancel the insurance on your default, and (iv) receive any payment of loss or return premium, and apply the amounts received, at our option, to replacement of the property or to your indebtedness under this Agreement, including indebtedness not yet due. If you fail to maintain such insurance, we may, at our option, procure such insurance, and you agree to pay for such insurance and finance charges on the premiums at the annual percentage rate shown on the reverse, according to the notice we send you. You agree that any insurance we purchase may be for the protection of only our interest in the property, and may be for the remaining term of the contract or any shorter period as we determine. You understand that the insurance premiums may be higher if we must purchase insurance than if you had purchased the insurance yourself. If insurance had been purchased in connection with this contract, any difference between the amounts shown in Statement of Insurance for premiums which may arise from errors in computation, classification, grouping or zoning, or changes in the type of insurance shall be payable by you on demand. You agree that we can use any proceeds from insurance to either repair or replace the vehicle or to reduce your debt under this contract as we may decide. Whether or not the vehicle is insured, you must pay for it if it is lost, damaged or destroyed.
- 5. DEFAULT: If you breach any warranty or default in the performance in any promise you make in this agreement, including, but not limited to, making of any payment when due, or become insolvent, or file any proceeding under the U.S. Bankruptcy Code, or upon your

demise, or if the vehicle is damaged, destroyed or impounded, we may at our option and without notice or demand (1) declare all unpaid sums immediately due and payable (2) file suit against you for all unpaid sums (3) take immediate possession of the motor vehicle (4) exercise any other legal or equitable remedy. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. Upon taking possession of the motor vehicle and giving notice as provided by law, if you do not redeem the vehicle, we will sell it at public or private sale. We may purchase the vehicle at any sale. The proceeds of the sale will be applied first to the expenses of retaking, reconditioning, storing and selling the property, and the remainder will be applied to unpaid sums owing under this contract, including collection costs and attorney's fees. If there is any money left over (surplus) it will be paid to you. If a balance still remains owing, you promise to pay the same upon demand. If you default or breach this agreement you agree to pay finance charges at the annual percentage rate shown on the reverse side until all sums owing us are paid in full or judgment is entered. Our remedies are cumulative and taking of any action shall not be a waiver or prohibit us from pursuing any other remedy. You agree that upon your default we shall be entitled to recover from you our reasonable collection costs, including, but not limited to, an attorney's fee. In addition, if we repossess your vehicle, you grant to us and our agents permission to enter upon any premises owned by you. You agree we are entitled to recover from you our reasonable costs and expenses arising out of that repossession, including, but not limited to, any sums we pay third-party agents. With respect to any sums we are entitled to recover pursuant to the previous two sentences, you will reimburse us, at our option: (i) within 5 days of our demand upon you to do so or (ii) we may add the dollar amount of any such sums, costs and expenses to the balance of this contract, accruing interest, from the time we pay such amounts until the time you pay them to us, at the annual percentage rate shown on the face of this contract.

**6. BUYER'S WARRANTIES:** You certify that you have provided true, accurate, and correct information and representations made with respect to this contract. You

- understand we have relied on the correctness of this information in agreeing to the terms of this contract and the sale of the vehicle. You certify you are the lawful owner of any vehicle trade-in identified herein, that the trade-in is free from all liens and encumbrances except those identified and, in the event the amount owed to satisfy any liens on the trade-in exceeds the amount identified by you, the excess shall be paid by you on demand
- 7. SELLER'S WARRANTIES: SELLER DISCLAIMS ANY EXPRESS WARRANTIES OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OR OTHERWISE CONCERNING THE VEHICLE, UNLESS SPECIFIED IN WRITING HEREIN, OR ON A SEPARATE WRITTEN AGREEMENT PROVIDED BY SELLER. SELLER ASSUMES NO LIABILITY FOR LOSS OF USE, DAMAGE, OR LOSS. Furthermore, Seller disclaims any warranty or representation as to the accuracy of the mileage on the odometer. We do not warrant the correctness of the year of manufacture. You agree that you have verified the description of the vehicle to your satisfaction and that there is no warranty as to the correctness of the description of the vehicle.
- 8. PREPAYMENT OF AMOUNT OWED: You may prepay all amounts due under this contract at any time. If you fail to make any payment when due or perform any other agreement provided for in this contract, we may, in addition to other remedies, declare all sums immediately due and payable, subject to any right to reinstatement as required by law. Upon prepayment, voluntary or otherwise, any unearned finance charge less any amount needed to bring the earned finance charge to a minimum of \$25.00, will be credited or refunded to you. No refund of less than \$1.00 will be made.
- 9. DELAY OF ENFORCEMENT: Any delay of enforcement of any of Seller's rights under this contract does not constitute waiver or loss of Seller's rights under this contract.
- 10. POWER OF ATTORNEY: You hereby appoint us, as well as any of our appropriate officers or other employees, as your attorney-in-fact, with full power of substitution, to sign in your name, place and stead any and all Certificates of Ownership, Registration Cards, applications, affidavits and/or any other documents required or necessary to transfer or convey any and all right, title and interest in and to the vehicle, to any person or persons, and to do and perform any and all other acts necessary or incident to the execution of the powers you hereby grant us, as fully and to all intents and purposes as you might or could do if personally present. This grant of a power of attorney, being coupled with an interest, is irrevocable until all your obligations under this contract are fully satisfied or until judgment is entered.
- 11. OTHER AGREEMENTS: (1) If the Department of Motor Vehicles fees exceed the amount shown, you agree to pay us the difference. If the amount is less than the amount shown, the difference will be refunded to you. (2) If we accept less than the amount due, or if we extend the due dates of payments, it does not constitute a waiver or modification of Buyer's initial obligations under this Agreement. (3) If more than one buyer has agreed to these terms, all are jointly and severally liable. (4) Seller may charge a \$15 fee for any check returned by a depository institution. (5) If the vehicle is repossessed, we may store personal property for your account at your expense as permitted by law. In the event such personal property is not claimed within 60 days after repossession, we may dispose of the personal property in any manner we deem appropriate without liability to you. (6) If any payment is more than 10 days late, you will be charged 5% of the late amount. (7) You agree to allow us to inspect the vehicle at any reasonable time. (8) You agree to notify us of any change of address within 30 days, and waive the provisions of Sections 1808.21 and 1808.22 of the Vehicle Code and authorize the Department of Motor Vehicles to furnish your address to the holder of this contract until it is paid in full. (9) We have the right to transfer this contract to an assignee and the assignee will have all our rights and remedies under this contract. (10) If any provision of this contract is held invalid, it does not mean that this contract is unenforceable, and the remaining provisions shall continue to be binding.
- 12. NOTICE TO BUYER: If prepayment refund as shown on the reverse side is pursuant to the Actuarial Method, Notice A applies. In other cases, Notice B applies.
- A. Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled-in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time and obtain a partial refund of the finance charge if it is \$1 or more. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.
- B. Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled-in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time and obtain a partial refund of the finance charge if it is \$1 or more. Because of the way the amount of this refund will be figured, the time when you prepay could increase the ultimate cost of credit under this agreement. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

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Buyer's Signature	Co-Buyer's Signature	BPI SA10-e 1/10 Page 3 of 6		

#### **NOTICE (Federal Law)**

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.

#### TELEPHONE MONITORING AND CALLING

I agree that you, your affiliates, agents, assigns and service providers may monitor and record telephone calls regarding my account to assure the quality of your service or for other reasons. I also expressly consent and agree to you, your affiliates, agents and service providers using written, electronic or verbal means to contact me. This consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, e-mails and/or automatic telephone dialing systems. I agree you, your affiliates, agents, assigns and service providers may do so using any e-mail address or any telephone number I provide, now or in the future, including a number for a cellular phone or other wireless device, regardless of whether I incur charges as a result.

### CREDIT APPROVAL TERMS AND CONDITIONS (RIGHT TO CANCEL)

- 1. In Order to verify information contained in the credit application, Buyer agrees to furnish Seller any necessary documents.
- 2. Buyer confirms it may take a few days for Seller to verify credit of Buyer and assign the contract. In consideration of Seller agreeing to deliver the vehicle, Buyer agrees Seller may rescind the contract if Seller is unable to assign the contract to any one of the financial institutions with whom Seller regularly does business pursuant to terms of assignment acceptable to Seller.
- 3. In the event Seller chooses to rescind the contract, Seller shall give Buyer notice of the rescission within ten (10) days of the date of the contract. Such notice is considered given upon deposit of written notice in the United States mail directed to Buyer at the address of Buyer stated in the contract or in any other manner in which actual notice is given to Buyer. After receiving such notice, Buyer shall immediately return the vehicle to Seller in the same condition as when sold, reasonable wear and tear excepted, and the contract shall then be deemed rescinded. After withdrawal of the contract, Seller agrees to give back to Buyer all consideration received in connection with the contract, including any trade-in vehicle.
- 4. Upon notice of Seller's election to rescind the contract, in the event the vehicle is not immediately returned to the Seller, Buyer shall be liable to Seller for all expenses incurred by Seller in acquiring possession of the vehicle. This includes attorney's fees. Seller shall have the right to repossess the vehicle with free right of entry wherever the vehicle may be found.
- 5. All terms of the contract, including those relating to use of and insurance for the vehicle, while vehicle is in possession of Buyer, shall be in full force and all risk of loss or damage to the vehicle shall be assumed by Buyer who shall pay all reasonable repair costs related to any damage done to the vehicle while in the possession or control of Buyer and until the vehicle is returned to Seller.

If you have purchased credit disability insurance in connection with this transaction, the following claim procedures apply:

#### **CLAIM PROCEDURE**

If you become disabled, tell us (your creditor) right away. (We advise you to send this information to the same address to which you are normally required to send your payments, unless a different address or telephone number is given to you in writing by us at the location where we would like to be notified). We will tell you where to get claim forms. Send in the completed form to the insurance company as soon as possible and tell us as soon as you do.

If your disability insurance covers all of your first missed payment, **WE CANNOT TRY TO COLLECT WHAT YOU OWE OR FORECLOSE UPON OR REPOSSESS ANY COLLATERAL UNTIL THREE CALENDAR MONTHS AFTER** your first missed payment is due or until the insurance company pays or rejects your claim, whichever comes first. We can, however try to collect, foreclose, or repossess if you have money due and owing us or are otherwise in default when your disability claim is made or if a senior mortgage or lien holder is foreclosing.

If the insurance company pays the claim within three calendar months, we must accept the money as though you paid on time. If the insurance company rejects the claim within three calendar months or accepts the claim within three calendar months as a partial disability and pays less than for a total disability, you will have 35 days from the date that the rejection or the acceptance of the partial disability claim is sent to pay past due payments, or the difference between past due payments and what the insurance company pays for the partial disability, plus late charges. You can contact us, and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given.

If the insurance company accepts your claim but requires that you send in additional forms to remain eligible for continued payments, you should send these completed additional forms no later than required. If you do not send in these forms on time, the insurance company may stop paying, and we will then be able to take action to collect or foreclose or repossess any collateral you may have given.

X	X			
Buyer's Signature	Co-Buyer's Signature	BPI SA10-e 1/10 Page 4 of 6		

#### ASSIGNMENT WITH RECOURSE

FOR VALUE RECEIVED, the Agreement herein assigned between the Purchaser and the Undersigned, and the property described, and all the rights, title and interests thereon of the Undersigned are hereby sold, assigned and transferred to the successors or assigns. The Undersigned jointly and severally guarantee total performance of said Agreement in all its terms and the prompt payment of any and all sums provided therein, together with collection expenses, costs and attorney's fees, incurred in enforcing this guaranty. The Undersigned has not helped the Buyer in acquiring a loan from any third party to be used as part of any payment on the within agreement, except as specifically indicated. Undersigned guarantees and represents that all requirements of the Federal Truth in Lending Law and other consumer credit laws relating to the within agreement have been in accordance with said laws and Undersigned hereby agrees to indemnity as Assignee against and hold said Assignee harmless from all suits, costs, proceedings, claims, actions, expenses, loss damages and liabilities, including attorney's fees; arising out of, relating to, connected with, or resulting from any contention, whether baseless, well founded or otherwise, that there has been a violation of, rafilure to comply with, any such laws in connection with the within agreement. The Undersigned jointly, and severally, hereby agree that in the event of noncompliance with any of the conditions of said agreement, whether or not repossession has been made or undertaken, suit may be brought by the holder any one or more or all of the parties herein, whether or not suit has been started against the party or parties to said Agreement and without waiving any rights as to time or repossession. The Undersigned jointly and severally hereby agree to the event of default or repossession by the Purchaser, the entire balance outstanding under said Agreement shall become immediately due and payable. Seller waives all rights and defenses as such guarantor (including, without lim

which may be required under this Agreement or in connection ther by the holder hereof to the parties of said Agreement shall not in a this Agreement the Undersigned jointly and severally hereby waive warrants that application has been made for California registration	rewith, and agrees the rewith, and agrees the rewith the change	nat any impairments he Undersigned. In t place of trial from the	of remedies or any extensions which may be granted the event that suit is instituted to enforce any terms o
Datedat		(De	valer's Town and State)
Signed	(Seal)	•	alei S TOWIT and State)
Signed(Name of Dealer)	(Seai)	Ву	(Officer, Firm Member or Owner)
ASSIGNM	IENT WITHOU	T RECOURSE	
FOR VALUE RECEIVED, the undersigned (assignor) does hereby his, its or their right, title and interest to the within agreement, the p WITHOUT RECOURSE in consideration of the following represen executed in good faith by the purchaser therein named and the as to execute said agreement; (c) that the property which is subject to possession of said purchaser, and that application has been made having been received as a down payment was actually paid in cas any third party to be used as part or all of the down payment or an taken in trade was received at not more than reasonable market was agreement and in the statement of transaction are true and correct only to the rights of said purchaser; (f) that there are no recoupment that there have been no representations or warranties made to purchaser, given on blank provided for the purpose, is truly set doccupation and that, to the undersigned's knowledge there is no not assignor has no information or reason to suspect that any provision risk; (i) said contract, and the transaction evidenced thereby, and respects made as required by and in accordance with, all application take possession of payments on said property, without prior was requirements of the Federal Truth in Lending Law and any other of signed hereby agrees to indemnify said assignee against and hold damages and liabilities, including attorney's fees, arising out of, con otherwise, that there has been a violation of, or failure to comply provided of the purpose.	sell, assign and trar property described the tations and warrantic signor; (b) that at the to said agreement is efor California regisch and not its equivality other payment on alue thereof at the tirctly set forth; (e) that ents, counterclaims consumer the agreement of all disclosures to be federal and state with the consumer credit laws disaid assignee harmonected with, relatir property is signored.	nsfer to:	es to become due hereunder, such assignment made eement represents a bona fide sale and was actually ution said purchaser was of legal age and competent y described therein, and has been delivered into the signee as legal owner; (d) that the amount recited as d has not assisted the Buyer in obtaining a loan from nt, except as specifically indicated; that merchandise that the terms of sale and statements set forth in the full and complete title to the property sold, subject of the purchaser against the amounts payable, and agreement; (g) that the information concerning the strue and correct as to the purchaser's address and scredit application submitted to assignee; (h) that the that the purchaser is not a good moral and financia er matters in connection with said contract are in all as governing the same; (j) seller agrees not to accept act; (k) Undersigned warrants and represents that all an agreement have been properly satisfied and unders, actions, suits, proceedings, costs, expenses, loss many connection, whether well-founded, baseless of
Should any of the representations or warranties be false, the assig agreement, whether or not possession of the property covered h assignor, or both. Assignor agrees that the taking of possession of the purchaser or the assignor, or both. Assignor agrees that the ta agrees to pay any deficiency thereafter remaining. If assignee is warranty contained in this assignment, assignor agrees to pay reconsents to extensions of payment or alterations of said agreement all notice of non-payment, demand, presentment or protest, hereby waives all statutes of limitations and the defense thereof.	ereby has been take said property cover- aking of possession required to bring ac asonable attorney's ent or impairments of	en by assignee or sed hereby has been of said property sha tion against assign fees and court cost fremedies which m	suit has been instituted against the purchaser or the taken by assignee or suit has been instituted against II not be deemed an election remedies, and assignor as a result of the breach of any representation of its incurred by assignee in such action. The assignor asy be granted by the holder hereof, and waives any
To: Buyer. The Security Agreement executed by you and the Sell-Sale Price has been assigned to Assignee named below. All paym on the enclosed payment book. If you have any complaints or obje	ents on said Agreen	nent may be made ir	n person at office below or by mail to the office shown
Seller assigns its interest in this contract to			(Asignee) at (address)
			under the terms of Seller's agreement(s) with Assignee.
Assigned with recourse	Assigned without re	course	Assigned with limited recourse
Seller	Ву		Title
			<u> </u>

Co-Buyer's Signature

Buyer's Signature

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Acknowledgement of Seller's Right to Cancel By signing you agree that Seller may cancel the sale if we are unable to sell this contract to a financial institution. Co-Buyer's Signature Buyer's Signature **GUARANTY** Each person who signs as Guarantor individually guarantees the payment of this contract, even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing and Guarantor waives notice of acceptance as of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any demands upon the Buyer. Address Guarantor X Address If you are buying a used vehicle with this contract, as indicated in the description of the vehicle, federal regulation may require a special Buyer's Guide to be displayed on the window. BUYER'S GUIDE. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE. GUIA DEL COMPRADOR DE AUTOS USADOS. LA INFORMACION QUE USTED VE EN LA FORMA QUE SE ENCUENTRA EN LA VENTANA DE ESTE VEHICULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACION DE LA FORMA EN LA VENTANA INVALIDA CUALQUIER DISPOSICION QUE FUERA CONTRARIA AL CONTRATO DE VENTA. Trade in Payoff - Seller used and relied upon information from you or lessor of your trade-in vehicle for the payoff amount in 6B of the Itemization of Amount Financed as the "Prior Credit or Lease Balance." Seller agrees to pay the amount in 6B to the lienholder or lessor of the trade-in vehicle, or its designee . If the payoff amount is more than the amount shown in 6B, you must pay the Seller the excess on demand. If the payoff amount is less than the amount shown in 6B, Seller will refund the difference to you. Except as stated in the "Notice", any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance or any refund due from the Seller. Χ COMPLAINT If you have a complaint concerning this sale, you should try to resolve it with the Seller. Complaints concerning unfair or deceptive practices or methods by the Seller may be referred to the City Attorney, the District Attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof. HOW THIS CONTRACT MAY BE CHANGED After this contract is signed, the Seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the Seller to make a unilateral change. THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN THE LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT. WARNING: YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD. FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT. THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS. The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge. **BUYER ACKNOWLEDGES THAT** "THERE IS NO COOLING OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION" (1) BEFORE SIGNING THIS California law does not provide for a "cooling off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too AGREEMENT BUYER READ BOTH SIDES OF THIS (ENTIRE) AGREEMENT AND RECEIVED A much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract LEGIBLE, COMPLETELY FILLED IN COPY OF THIS AGREEMENT, AND with the agreement of the Seller or for legal cause, such as fraud. However, California law does require a seller to offer a 2-day contract cancellation option on used vehicles with a purchase price of less than (2) BUYER HAS RECEIVED A COPY OF EVERY OTHER DOCUMENT THAT BUYER SIGNED DURING THE CONTRACT NEGOTIATION. \$40,000, subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle or an off highway motor vehicle subject to identification under California Law. See the vehicle contract cancellation option agreement for details. Date\_\_\_ \_\_\_ Co-Buyer's Signature X \_ Buyer's Signature X A co-buyer is responsible for the payments of the debt on this contract. An additional owner is listed on the title as an owner, but is not responsible for payment of the debt on this contract. Additional Owner \_\_\_ Address \_\_\_\_\_