autocar financial llc

ASSIGNMENT CONTRACT

This assignment (the Assignment") is attached to and expressly made part of a Retail installment Sale Contract (the "Contract").

FOR VALUE RECEIVED, Seller, as defined below, hereby sells, assigns and transfers all Sellers' rights, title and interest in and to this Contract and in the Motor Vehicle described herein, to Autocar Finance, L.L.C. (herein after called "Autocar" or "Assignee"), its successors and assigns. In order to induce Assignee to accept assignment of this Contract (which acceptance Assignee acknowledges by the purchase hereof), Seller represents and warrants to Assignee the following: (a) this Contract is a legal, binding and enforceable payment obligation of the Buyer, as defined below, and correctly states the terms of the transaction between Seller and Buyer; (b) this Contract is genuine and in all things what it purports to be; (c) there is only one original executed copy of this Contract; (d) the Motor Vehicle is free of all liens, claims and encumbrances except the valid lien of Assignee; (e) the Motor Vehicle is correctly described in this Contract and has been delivered to and accepted by Buyer in good and satisfactory condition; (f) the down payment specified in this Contract was paid in full in cash and /or trade-in and no part of the down payment was loaned to Buyer by Seller; (g) all Buyers and guarantors of this Contract have legal transfer title thereto; (h) Seller has caused Assignee's first lien to be duly noted on appropriate title documents and, if applicable state laws permit, Seller has made, or will make within 24 hours of the purchase of this Contract by Assignee, proper application for a certificate of title for the Motor Vehicle indicating a first lien in favor of Assignee in the amount of indebtedness due Assignee from Buyer under this Contract; (i) Seller has the unimpaired right to sell and assign this Contract to Assignee; (j) the Motor Vehicle has never had salvage title issued with respect to it nor been used for commercial transportation or by law enforcement agencies; (k) to the best of the Seller's knowledge, there is no inaccuracy or misrepresentation in any statement made by or on behalf of Buyer in the credit application or other documentation furnished to Assignee by Seller; (l) no right of rescission, counter-claim, set off, defense or right of action has been asserted or exists with respect to the Contract; ; (m) the sale was made at the Seller's place of business and was not a door-to-door sale within definition of the Federal Trade Commission Trade Regulation Rule; (n) Buyer is not the Seller, its employees or individual owners; and (o) Seller has no knowledge of any facts which might impair the validity of this Contract or render it less valuable or valueless, should any representation or warranty of Seller prove untrue or inaccurate, Seller agrees upon Assignee's request to repurchase this Contract for the amount owing thereon, plus costs, expenses and reasonable attorney's fees of Assignee in attempting to collect the same. Seller further agrees, in the event a claim or defense is asserted against Assignee by the Buyer at any time that Seller shall, on demand repurchase this Contract for cash price equal to the net amount remaining unpaid on said Contract; Seller shall indemnify and hold Assignee harmless from any and all liabilities that may result at any time from any claim asserted by Buyer for recovery of amounts paid arising out of any promise, representation or warranty made by Seller to Buyer. Liability of Seller arising out of or incidental to this Assignment shall not be affected by any indulgence, compromise, settlement, extension, discharge or variation of the terms of this Contract effected with or by the discharge or release of the obligation of Buyer or any other person interested by operation of law or otherwise. Seller waives all notice, including but not limited to notice of acceptance, non-performance, compromise, settlement, extension, discharge or variation of the terms of this Contract.

The parties hereto disclaim any terms or understanding other than those set forth herein and in the Dealer Agreement between them.

Dated _____, between _____ as "Seller" and _____ as "Buyer."
Dealer's Name Buyer's Name

Year: _____ Make: _____ Model: _____

VIN: _____

Seller _____ Date _____

Authorized Signature: _____ Title: _____

Revised: 04.2014