Claim #5 Date Filed: 11/2/2023

Fill in this information to identify the case:					
Debtor 1	PREMIER KINGS, INC.				
<b>Debtor 2</b> (Spouse, if filing)					
United States Bankruptcy Court for the: NORTHERNDistrict of ALABAMA					
Case number	23-02871-TOM-11				

### Official Form 410

**Proof of Claim** 04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

F	art 1: Identify the Cl	aim					
1.	Who is the current creditor?	FORD MOTOR CREDIT COMPANY, LLC.  Name of the current creditor (the person or entity to be paid for this claim)  Other names the creditor used with the debtor					
2.	Has this claim been acquired from someone else?	□ No □ Yes. From whom?					
3.	Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	where should notices to the creditor be sent?  to the t?  FORD MOTOR CREDIT COMPANY, LLC.		Where should payments to the creditor be sent? (if different)  FORD MOTOR CREDIT COMPANY, LLC.  Name POST OFFICE BOX 62180  Number Street COLORADO SPRINGS CO 80962  City State ZIP Code  Contact phone (800)955-8532			
4.	Does this claim amend one already filed?	Uniform claim identifier for electronic payments in chapter 13 (if you u		Filed on			
5.	Do you know if anyone else has filed a proof of claim for this claim?	☐ No☐ Yes. Who made the earlier filing?					

Official Form 410 Proof of Claim

	Give Information	on About the Claim as of the Date the Case Was Filed
6.	Do you have any number you use to identify the debtor?	□ No □ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: XXXX5378
7.	How much is the claim?	\$ 10452.55 Does this amount include interest or other charges?
		Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8.	What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
	crum:	Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
		Limit disclosing information that is entitled to privacy, such as health care information.
		LOAN CONTRACT
9.	Is all or part of the claim	□ No
	secured?	☑ Yes. The claim is secured by a lien on property.
		Nature of property:
		Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> .
		Motor vehicle  Motor vehicle  Other. Describe:  2019 FORD F-350
		Con Attack of
		Basis for perfection: See Attached  Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
		Value of property: \$
		Amount of the claim that is secured: \$\frac{10452.55}{}
		Amount of the claim that is unsecured: \$(The sum of the secured and unsecured amounts should match the amount in line 7.)
		Amount necessary to cure any default as of the date of the petition: \$
		Annual Interest Rate (when case was filed) 6.59%  ☑ Fixed ☑ Variable
10	. Is this claim based on a	□ No
10	lease?	☐ Yes. Amount necessary to cure any default as of the date of the petition. \$
11	Is this claim subject to a right of setoff?	XI No
		☐ Yes. Identify the property:

**Desc Main Document** 

12. Is all or part of the claim	XI No							
entitled to priority under 11 U.S.C. § 507(a)?	🗖 Yes. Check	one:		Amount entitled to priority				
A claim may be partly priority and partly	Domesti 11 U.S.0	\$						
nonpriority. For example, in some categories, the law limits the amount entitled to priority.		Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).						
citation to priority.	bankrup	salaries, or commissions (up to \$13,650*) earned with cy petition is filed or the debtor's business ends, whicl . § 507(a)(4).		\$				
	☐ Taxes o	penalties owed to governmental units. 11 U.S.C. § 50	07(a)(8).	\$				
	☐ Contribu	ions to an employee benefit plan. 11 U.S.C. § 507(a)(	(5).	\$				
	Other. S	pecify subsection of 11 U.S.C. § 507(a)() that applie	es.	\$				
	* Amounts a	e subject to adjustment on 4/01/22 and every 3 years after th	at for cases begun on or aft	er the date of adjustment.				
Part 3: Sign Below								
The person completing	Check the appro	oriate box:						
this proof of claim must sign and date it.	☐ I am the cre	litor.						
FRBP 9011(b).	🛛 I am the cre	litor's attorney or authorized agent.						
If you file this claim	☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.							
electronically, FRBP 5005(a)(2) authorizes courts to establish local rules	☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.							
specifying what a signature is.	I understand that an authorized signature on this <i>Proof of Claim</i> serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.							
A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5	I have examined and correct.	ormation is true						
years, or both. 18 U.S.C. §§ 152, 157, and	I declare under penalty of perjury that the foregoing is true and correct.							
3571.		11/2/2023						
	Executed on date	MM / DD / YYYY						
	/s/ Kathry Signature	n M. Grafton						
	·							
	Print the name	f the person who is completing and signing this c	laim:					
	Name	Kathryn M. Grafton						
		First name Middle name	Last name					
	Title	ATTORNEY FOR CREDITOR						
	Company	CHAMBLESS, MATH & CARR P.C. Identify the corporate servicer as the company if the authori	zed agent is a servicer.					
		,,,						
	Address	PO BOX 230759						
		Number Street		_				
		Montgomery	AL 36123					
		•	State ZIP Code					
	Contact phone	334-272-2230	Email kgrafton@cl	nambless-math.com				

## Itemized Statement Required by Bankruptcy Rule 3001 (c) (2) (A) as of Petition Date

#### Ford Motor Credit Company, LLC

Debtor Name: PREMIER KINGS, INC Account Number: 5378 10,409.32 Principal Balance: + 43.23 Interest: + 0.00 Late Charges: + 0.00 Fees: - <u>0.</u>00 Payments: 0.00 Other: 10,452.55 Amount of Claim:

	ETAIL INSTALLMEI	11 CONTINACT		DATE	09/18/2019		
Buyer (and Co-Buyer) Name PREMIER KINGS, INC 3300 EASTERN BLVD Montgomery, AL 36116-1408	and Address (Including Co	ounty and Zip Code)	CREDITOR (Seller STIVERS FORD LII 4000 EASTERN BO MONTGOMERY, AI	DULEVARD			
N/A							
·							
You, the Buyer (and Co-B Page 2 as "Cash Price." T							
on credit under the agreer			, . , . ,				
	FEDERAL TRUTH	I-IN-LENDING D			1		
ANNUAL	FINANCE	Amount	Total of	Total Sale			
PERCENTAGE	CHARGE	Financed	Payments The amount	Price			
<b>RATE</b> The cost of your	The dollar amount the credit will	The amount of credit provided	you will have	The total cost of your purchase			
credit as a yearly rate	cost you	to you or on	paid when you	on credit,			
		your behalf	have made all scheduled	including your downpayment			
			payments				
					1-800-727-700		
				of \$ <b>8,347.15</b>			
6.59 %	\$8,221.90	\$45,757.70	\$53,979.60	\$62,326.75	FORD CRED		
	ill be:				] , , ,,		
Your Payment Schedule w		When Payments	are Due		www.fordcredit.co		
Your Payment Schedule w  Number of Payments	Amount of Payments	Monthly unless otherwise checked					
	Amount of Payments	Monthly unless o					
Number of Payments		Monthly unless o	y 🗌 Annually				
	\$ 899.66	Monthly unless o	y 🗌 Annually				
Number of Payments		Monthly unless o	y 🗌 Annually				
Number of Payments  60  Prepayment: If you pay off you	\$ 899.66	Monthly unless o Semi-Annuall Starting: 11/02/2019	y Annually y.				
Number of Payments  60  Prepayment: If you pay off you	\$ 899.66  /our debt early, you will no giving a security interest in	Monthly unless o Semi-Annuall Starting: 11/02/2019  t have to pay a penalt the vehicle being pure	y Annually  y. chased.	days late. The charge is 5			
Number of Payments  60  Prepayment: If you pay off y Security Interest: You are guardened and the late amount or or the late amount or or the late amount or the late	\$ 899.66  /our debt early, you will no giving a security interest in y a late charge on the port \$18.00, whichever is grea	Monthly unless o Semi-Annuall Starting: 11/02/2019  t have to pay a penalt the vehicle being purion of each payment refer. The charge will n	y. Annually  y. chased. eceived more than 10 ot exceed \$100.	•			
Number of Payments  60  Prepayment: If you pay off y Security Interest: You are go Late Payment: You must pay percent of the late amount or Contract: Please see this contract:	\$ 899.66  your debt early, you will no giving a security interest in y a late charge on the port \$18.00, whichever is great contract for additional info	Monthly unless of Semi-Annuall Starting: 11/02/2019  t have to pay a penalt the vehicle being purion of each payment reter. The charge will normation on security in	y. Annually  y. chased. eceived more than 10 ot exceed \$100. nterest, nonpayment,	•			
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Number of Payments  60  Prepayment: If you pay off you go are go ate Payment: You must pay percent of the late amount or Contract: Please see this of the late are the contract.	\$ 899.66  your debt early, you will no giving a security interest in y a late charge on the port \$18.00, whichever is great contract for additional info	Monthly unless of Semi-Annuall Starting: 11/02/2019  t have to pay a penalt the vehicle being purion of each payment reter. The charge will normation on security in e, and prepayment pe	y. Annually  y. chased. eceived more than 10 ot exceed \$100. nterest, nonpayment,	default, the right to require			
Number of Payments  60  Prepayment: If you pay off you go you are go at the payment: You must payercent of the late amount or Contract: Please see this crepayment of your debt in full	\$ 899.66  Your debt early, you will no giving a security interest in y a late charge on the port \$18.00, whichever is great contract for additional inforbefore the scheduled date	Monthly unless of Semi-Annuall Starting: 11/02/2019  It have to pay a penalt the vehicle being purion of each payment reter. The charge will normation on security in each prepayment per seminormation on security in each prepayment per seminormation on security in each prepayment per seminormation on security in each prepayment per seminormatic seminormat	y.  y.  chased. eceived more than 10 ot exceed \$100. nterest, nonpayment, nalty.	default, the right to require			
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The Annual Percentage Rate may be negotiated with the Seller. The Seller may assign this contract and may retain its right to receive a portion of the Finance Charge.

New/Used	Mileage	Year and Make	Model	Vehicle Identification Number	Use For Which Purchased
New	14	2019 Ford	Super Duty F-350 SRW	1FT8W3BT5KEG15014	Personal use unless otherwise checked below  Commercial Agricultural
					Z commorata Z rigitation
Tra	ade-in	2017 Ford		11,000.00 \$ 14,902.8 S Allowance Amount C	
		Year and Make	Gross	s Allowance Amount C	wing
		ITEM	ZATION OF AMOU	NT FINANCED	
1. Cash F	Price				\$\$ (1)
2. Down	Payment				
Third	Party Rebate	Assigned to Creditor			\$ 2,250.00
Cash	Down Payme	nt			\$N/A
N/A					\$N/A
	•	•			
	-				` '
					\$ 44,427.20 (3)
		our behalf (Seller may be	e retaining a portion	of these amounts)	
	blic Officials	0 1 1 1 1 5 6	16 50 .		
		& registration fees \$			
	for filing fees	\$			<b>a</b> 16.50
	or taxes (not in		N/A		\$16.50
	surance Comp				¢ N/A
					Ψ
N/A	_				
N/A					
N/A					<del>*</del>
	ers Ford Lincolr		_		Ψ
		NCOLN INC			\$ 499.00
To N/A			for N/A		\$ N/A
To N/A			for N/A		\$ N/A
					\$N/A
To N/A			for <u>N/A</u>		
To <u>N/A</u>			for <u>N/A</u>		\$N/A
To <u>N/A</u>					\$N/A N/A
To N/A	\		for <u>N/A</u>		
To <u>N/A</u>	\		for <u>N/A</u>		\$N/A
Total					\$\$ 1,330.50 (4)
5 Amour	nt Financed (3	Rinlus 4)			\$ 45.757.70 ( <b>5</b> )

#### **Debt Cancellation Waiver Addendum (Optional)**

Purchase of the debt cancellation waiver is optional and is not required to obtain credit. The terms and conditions of the debt cancellation waiver are set forth in the attached Addendum which is incorporated into the contract. By signing below you agree to purchase the debt cancellation waiver for the price set forth on this contract in the Itemization of Amount Financed under section 4.

Buyer Signs	Α	N/A
_ 5,7 5. 5.3		

### **INSURANCE**

YOU ARE REQUIRED TO INSURE THE VEHICLE. VEHICLE INSURANCE MAY BE OBTAINED FROM A PERSON OF YOUR CHOICE. THE BUYER MAY PROVIDE SUCH INSURANCE THROUGH AN EXISTING POLICY OR A POLICY INDEPENDENTLY OBTAINED AND PAID FOR BY THE BUYER.

INSURANCE DOES NOT COVER PERSONAL LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS. CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM

Credit Life		N/A			N/A	N/A		
	Insur	ance Com	ipany	Pre	mium		Insu	red(s)
	You want Cred	dit Life Ins	urance.					
	В	N/A			В		N/A	
	Buyer Signs				Co-	Buyer Si	gns	
Credit		N/A		\$	N/A	N/A		
Disability		ance Com			mium		Insu	red(s)
	You want Cred	dit Disabili	ty Insurance.					
	С	N/A			С		N/A	
	Buyer Signs				Co-	Buyer Si	gns	
Other	Coverage		Insurance Company				Premium	Term in Months
Optional Insurance	N/A		N/A				N/A	N/A
	N/A		N/A				N/A	N/A
	You want the	optional in	surance for v	which prei	miums	are includ	led above.	
		N/A	\				N/A	
	Buyer Signs				Co-	Buyer Si	gns	
	Credit Disability i ce or agreement gi			term of	the co	ontract. 1	The amount	and coverages ar
nti-Theft Product	t (Optional)							
	theft product(s) is option irchase anti-theft producted.							
	N/A	\$	N/A	Ter	·m	N/A		
	N/A	\$	N/A	Ter	m	N/A		
	N/A	\$	N/A	Ter	·m	N/A		
	1071	¥						

#### **ADDITIONAL AGREEMENTS**

- **A. Payments:** You must make all payments in U.S. funds when they are due. You may prepay your debt at any time without penalty. This is a simple finance charge contract. The actual finance charge you agree to pay will depend on your payment patterns. The actual finance charge may exceed the disclosed Finance Charge if you make your payments later than the scheduled dates or in less than the scheduled amount. Your payment will be applied first to the earned and unpaid part of the Finance Charge and then to the unpaid Amount Financed. The Finance Charge is earned by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time that the unpaid Amount Financed is outstanding.
- **B.** Balloon Payment Contracts: If your last scheduled payment under this contract is a balloon payment as indicated on Page 1 of this contract, you have three options to handle the balloon payment.

First, you may pay all that you owe, and keep your motor vehicle.

Second, you may refinance all that you owe unless you are in default under this contract. If the Creditor has advanced funds to cure any default, you must pay back the Creditor before the refinancing. You also must provide proof of insurance acceptable to Creditor before the refinancing. The Annual Percentage Rate (APR) for the refinancing will be the lower of the APR contained in this contract or the maximum APR permitted by law. The refinanced monthly payment shall be the same as in this contract. The term of the refinancing will be based on the amount refinanced, the rate, and the amount of the monthly payment. If you wish to refinance, you must notify the Creditor in writing no later than 30 days prior to the balloon payment due date.

Third, you may transfer ownership of the vehicle to the Creditor, and an amount equal to your originally scheduled balloon payment will be applied toward the satisfaction of all that you owe. Creditor will add a \$475 Disposal Fee to the amount that you owe and, if applicable, will add any excess mileage charges (as described on Page 1 of this contract) and any estimated costs of vehicle repairs that are the result of excess wear and use (as described in Paragraph C). If the amount of your originally scheduled balloon payment does not satisfy all that you owe, you will pay the difference. You must take the vehicle to a place selected by the Creditor for inspection no later than 15 days prior to the balloon payment due date. After the inspection, if you decide to transfer ownership of the vehicle to the Creditor, you must give the vehicle to the Creditor no later than the balloon payment due date. At that time, you must provide the Creditor a title, which shows no liens other than the Creditor's lien, transferring ownership to the Creditor or a person selected by the Creditor. You must also provide other documents as needed. If you decide not to transfer ownership of the vehicle after inspection, you must immediately inform the Creditor if you want to refinance under the second option above.

- C. Damage Repair: If your last scheduled payment under this contract is a balloon payment and you transfer ownership of the vehicle to the Creditor under Paragraph B, you are responsible for all repairs to the vehicle that are not the result of normal wear and use. These repairs include, but are not limited to those necessary to repair or replace: (a) tires that have sidewall damage/plugs, exposed cords/belts, or are unmatched for vehicle or unsafe; (b) electrical or mechanical defects or malfunctions; (c) glass, paint, body panels, trim and grill work that are broken, mismatched, chipped, scratched, pitted, cracked, or if applicable, dented; (d) interior rips, stains, burns or damaged areas; (e) replacement of any missing equipment or parts that were in or on the vehicle when delivered; and (f) all damage which would be covered by collision or comprehensive insurance whether or not such insurance is actually in force. Replacement of sheet metal and all other repairs must be made with Original Equipment Manufacturer parts. Your use or repair of the vehicle must not invalidate any warranty. You will owe the estimated costs of such repairs unless repairs are made at your expense prior to the transfer of ownership of the vehicle to the Creditor. You will maintain the odometer of the vehicle so that it always reflects the vehicle's actual mileage. If the odometer is at any time inoperative, you will provide reasonable evidence of the vehicle's actual mileage. If you are unable to do so, you will pay us our estimate of any reduction of the vehicle's wholesale value caused by the inability to determine the vehicle's actual mileage.
- D. Security Interest: You give the Creditor a security interest in:
  - 1. The vehicle and all parts or other goods put on the vehicle;
  - 2. All money or goods received for the vehicle; and
  - 3. All insurance premiums and service contracts financed for you.

This secures payment of all amounts you owe under this contract. It also secures your other agreements in this contract.

- E. Use of Vehicle Warranties: You must take care of the vehicle and obey all laws in using it. You may not sell or rent the vehicle, and you must keep it free from the claims of others. You will not use or permit the use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor. If the vehicle is of a type normally used for personal use and the Creditor, or the vehicle's manufacturer, extends a written warranty or service contract covering the vehicle within 90 days from the date of this contract, you get implied warranties of merchantability and fitness for a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties, except as otherwise provided by law.
- **F. Vehicle Insurance:** You must insure the vehicle against loss or damage from collision, fire or theft. You must name Creditor as the loss payee under the insurance policy. The Creditor must approve the type and amount of insurance. **If the vehicle is lost, damaged or destroyed, you must pay the Creditor what is still owed.**

You agree that the Creditor can make a claim under the insurance policy. You authorize the insurance company to provide Creditor any information Creditor believes necessary to make a claim. You must use insurance proceeds to repair the vehicle, unless the damage to the vehicle is considered a total loss. If the damage to the vehicle is considered a total loss, you must use the insurance proceeds to pay what you owe the Creditor. If your insurance on the vehicle doesn't pay all you owe, you must pay what is still owed.

- **G.** Returned Insurance Premiums and Service Contract Charges: This contract may contain charges for insurance, service contracts, or other contracts. You agree that the Creditor can claim benefits under these contracts and unless prohibited by law, terminate them to obtain refunds of unearned charges to reduce what you owe. If the Creditor gets a refund on insurance, service contracts, or other contracts, the Creditor will subtract it from what you owe. Once all amounts owed under this contract are paid, any remaining refunds will be paid to you.
- H. Returned Check Charge: You agree to pay a returned check charge of \$30.00 for each check, draft, or other order of payment that is dishonored for any reason.
- I. Default: You will be in default if:

True and Accurate Completed Copy - UCC Non-Authoritative Copy

- 1. You do not make a payment when it is due; or
- 2. You gave false or misleading information on your credit application relating to this contract; or
- 3. Your vehicle is seized by any local, state, or federal authority and is not promptly and unconditionally returned to you; or
- 4. You file a bankruptcy petition or one is filed against you; or
- 5. You do not keep any other promise in this contract.

If you do not cure a default where allowed by law, Creditor can exercise Creditor's rights under this contract and Creditor's other rights under the law.

- J. Repossession: If you do not cure a default where allowed by law, the Creditor may require you to pay at once the unpaid Amount Financed, the earned and unpaid part of the Finance Charge and all other amounts due under this contract. Creditor may repossess (take back) the vehicle, too. Creditor may also take goods found in or on the vehicle when repossessed and hold them for you.
- K. Your Right to Redeem: If the vehicle is taken back, Creditor will send you a notice. The notice will say that you may redeem (buy back) the vehicle and will explain how to redeem the vehicle. You may redeem the vehicle up to the time the Creditor sells it or agrees to sell it. If you do not redeem the vehicle, it will be sold.
- L. Disposition of Motor Vehicle: If the vehicle is taken back and sold, the money from the sale, less allowed expenses, will be used to pay the amount still owed on the contract. Allowed expenses include those paid as a direct result of having to retake the vehicle, hold it, prepare it for sale, and sell it. If the lawyer is not a salaried employee of the Creditor, reasonable lawyer's fees not exceeding 15 percent of the unpaid debt after default and legal costs are allowed, too. If there is any money left (surplus), it will be paid to you. If the money from the sale is not enough to pay off this contract and costs, you will pay what is still owed to the Creditor. If you do not pay the amount when the Creditor asks, the Creditor may charge you interest at the highest lawful rate until you pay.
- M. Collection Costs: Except as otherwise provided by law, you must pay any and all expenses related to enforcing this contract, including collection expenses, lawyers' fees (If lawyer is not a salaried employee of Creditor) not exceeding 15 percent of the unpaid debt after default, and other legal expenses.
- N. Consumer Reports: You authorize the Assignee to obtain consumer credit reports from consumer reporting agencies (credit bureaus) for any reason and at any time in connection with this contract.
- O. Servicing and Collection: You agree that Creditor, Creditor's affiliates, agents and service providers may monitor and record telephone calls regarding your account to assure the quality of our service or for other reasons. You also expressly consent and agree that Creditor, Creditor's affiliates, agents and service providers may use written, electronic or verbal means to contact you. This consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, emails and/or automatic telephone dialing systems. You agree that Creditor, Creditor's affiliates, agents and service providers may use any email address or any telephone number you provide, now or in the future, including a number for a cellular phone or other wireless device, regardless of whether you incur charges as a result.
- P. Applicable Law: You agree that this contract will be governed by the laws of the state of Alabama.
- Q. General: This contract contains the entire agreement between Creditor and you relating to the sale and financing of the motor vehicle. If any part of this contract is not valid, all other parts stay valid. If Creditor doesn't enforce Creditor's rights every time, Creditor can still enforce them later. Creditor will exercise all of Creditor's rights in a lawful way.

Buyer acknowledges and accepts assignment of this contract to the Assignee (and any successor to Assignee). Buyer also consents to any subsequent assignment of this contract, and accepts this provision as notice of any such assignment, by Assignee or anyone else without further notice to Buyer. This consent and notice specifically includes any assignment of the security interest in the vehicle financed pursuant to this contract.

R. Electronic Records and Signatures and Conversion to Paper: You agree to use electronic records and electronic signatures to document this contract. Your electronic signatures will have the same effect as signatures on a paper contract.

There will be one authoritative copy of this contract. It will be the electronic copy in a document management system the Creditor designates for

The Creditor may convert that authoritative copy to a paper original. The Creditor will do so by printing one paper copy marked "Original." This paper original will have your electronic signature on it. It will have the same effect as if you had signed it originally on paper.

#### **FTC NOTICES**

NOTICE - 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.\*

Used Motor Vehicle Buyers Guide. If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the vehicle. 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.

Spanish Translation: Guia para compradors de vehiculos usados. LA INFORMACION QUE APARECE EN LA VENTANILLA DE ESTE VEHICULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACION CONTENIDA EN EL FORMULARIO DE LA VENTANILLA ANULA CUALQUIER PREVISION QUE ESTABLEZCA LO CONTRARIO Y QUE APAREZCA EN EL CONTRATO DE VENTA.

\*Does not apply if purchased for commercial or agricultural use. In that case, you (debtor) will not assert against any assignee or subsequent holder of this Contract any claims, defenses, or setoffs which you may have against the Seller or manufacturer of the vehicle.

# GUARANTY

To cause the Seller to sell the vehicle described in this contract to the Buyer on credit, the person who signs below as a "Guarantor" guarantees the payment of this contract. This means that if the Buyer fails to pay any money that is owed on this contract, the person who signs as a guarantor will pay it when asked. The Guarantor who signs below agrees to be liable for the whole amount owed. The Guarantor also agrees to be liable even if the Creditor does one or more of the following: (a) gives the Buyer more time to pay one or more payments or (b) releases any security. The Guarantor will receive a completed paper copy of this contract and this Guaranty at the time of electronically signing.

Guarantor Signs <b>E</b>	N/A	
Address	N/A	
Guarantor	N/A	

# READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY ARBITRATION

Arbitration is a method of resolving any claim, dispute, or controversy (collectively, a "Claim") without filing a lawsuit in court. Either you or Creditor ("us" or "we") (each, a "Party") may choose at any time, including after a lawsuit is filed, to have any Claim related to this contract decided by arbitration. Neither party waives the right to arbitrate by first filing suit in a court of law. Claims include but are not limited to the following: 1) Claims in contract, tort, regulatory or otherwise; 2) Claims regarding the interpretation, scope, or validity of this provision, or arbitrability of any issue except for class certification; 3) Claims between you and us, your/our employees, agents, successors, assigns, subsidiaries, or affiliates; 4) Claims arising out of or relating to your application for credit, this contract, or any resulting transaction or relationship, including that with the dealer, or any such relationship with third parties who do not sign this contract.

#### RIGHTS YOU AND WE AGREE TO GIVE UP

True and Accurate Completed Copy - UCC Non-Authoritative Copy

If either you or we choose to arbitrate a Claim, then you and we agree to waive the following rights:

- RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY
- RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST US WHETHER IN COURT OR IN ARBITRATION
- BROAD RIGHTS TO DISCOVERY AS ARE AVAILABLE IN A LAWSUIT
- RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR
- OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT

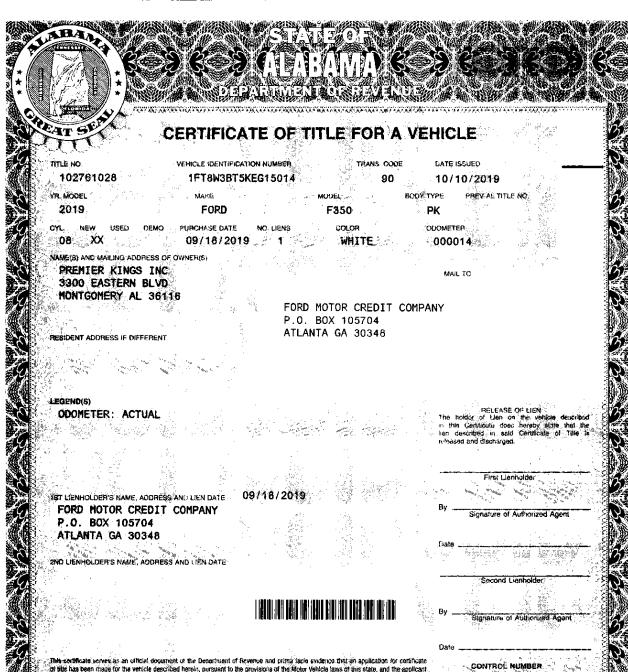
RIGHTS YOU AND WE DO NOT GIVE UP: If a Claim is arbitrated, you and we will continue to have the following rights, without waiving this arbitration provision as to any Claim: 1) Right to file bankruptcy in court; 2) Right to enforce the security interest in the vehicle, whether by repossession or through a court of law; 3) Right to take legal action to enforce the arbitrator's decision; 4) Right to request that a court of law review whether the arbitrator exceeded its authority; and (5) Right to seek remedies in small claims court for disputes or claims within that court's jurisdiction.

You or we may choose the American Arbitration Association, (<a href="www.adr.org">www.adr.org</a>), or any other organization subject to our approval, to conduct the arbitration. The applicable rules (the "Rules") may be obtained from the selected organization. If there is a conflict between the Rules and this contract, this contract shall govern. This contract is subject to the Federal Arbitration Act (9 U.S.C. § 1 et seq.). The arbitration decision shall be in writing with a supporting opinion. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. To the extent that the total of your filing, administration, service or case management fee and your arbitrator or hearing fee exceeds \$200, we will pay the amount in excess of \$200, unless you choose to pay one-half of the total or unless the fees are reallocated in the award under applicable law or the organization's rules.

Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. Any portion of this arbitration provision that is unenforceable shall be severed, and the remaining provisions shall be enforced. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this arbitration provision shall be unenforceable. The validity and scope of the waiver of class action rights shall be decided by the court and not by the arbitrator.

Any change in this contract must be in writing and si	gned by you and th	ne Creditor.	
Buyer: F	Co-Buyer: Signs	F	N/A
YOU ACKNOWLEDGE THAT YOU HAVE READ AIN THIS CONTRACT.	AND AGREE TO E	BE BOUND	BY THE ARBITRATION PROVISION
The Annual Percentage Rate may be negotiated retain its right to receive a portion of the Finance		The Selle	r may assign this contract and ma
NOTIO	CE TO THE BU	YER	
Do not sign this agreement before you read it or copy of the contract you sign.	r if it contains any	/ blank spa	ces. You are entitled to an exact
BUYER (AND CO-BUYER) ACKNOWLEDGE THA BUYER (AND CO-BUYER) RECEIVED AND REVIOUS OF THIS CONTRACT AND (II) AT THE TIME OF E CO-BUYER) RECEIVED A TRUE AND COMPLETE CAUTION - IT IS IMPORTANT THAT YOU THOROUS G	EWED A TRUE AND ELECTRONICALLY ELY FILLED IN PARTICULAR THE G	ND COMPL Y SIGNING APER COP	ETELY FILLED IN PAPER COPY THIS CONTRACT, BUYER (AND Y OF THIS CONTRACT.
Buyer Signs	Co-Buy	er Signs	
Seller STIVERS FORD LINCOLN INC By H	D SELLER SIGN	IT.	Title FINANCE DIRECTOR
	ASSIGNMENT		
Seller will assign this contract electronically to Ford Methodology the Seller's rights, privileges, and remedies.	Motor Credit Company L	<sup>_LC</sup> ("Assi	gnee"). That Assignee will then have all
SellerSTIVERS FORD LINCOLN INC By	nup2		Title FINANCE DIRECTOR

True and Accurate Completed Copy - UCC Non-Authoritative Copy



This conflicate serves as an official document of the Department of Revenue and primal facile evidence that an application for certificate of this has been made for the vehicle described herein, pursuant to the provisions of the Motor Vehicle laws of this state, and the applicant interned on the face hereof that been duly recorded as the lawful owner of the vehicle so described. Further, the said vehicle is subject to the accuracy interned by textical summaries flow or a lien given by statute.

PLEASE DETACH

