



The following ASSIGNMENT is attached to and expressly made part of that certain Retail Installment Contract between \_\_\_\_\_ (“Buyer”) and \_\_\_\_\_ (“Seller”) entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ pertaining to the sale and financing of a motor vehicle known as a \_\_\_\_\_ (model year), \_\_\_\_\_ (make and model), bearing Vehicle Identification Number (“VIN”) \_\_\_\_\_ (the “Contract”).

For good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, Seller hereby sells, assigns and transfers to Affinity Bank ("Assignee"), its successors and assigns, under the terms set forth in this agreement, the above Contract, and any security agreement relating thereto, together with all right, title and interest in and to the motor vehicle described in that Contract, and all rights and remedies under that Contract, including the right to collect all installments when due and the right, either in Assignee's own behalf or in Seller's name, to take all proceedings, legal or otherwise, as Seller might take pursuant to the Contract.

1. Seller warrants that:

- a. the Contract, security agreement and/or any accompanying note or notes are genuine and enforceable in accordance with their terms and are the only security agreement and note or notes executed for the motor vehicle described in the agreement;
- b. Seller is, prior to this Assignment, the holder of the Contract and/or security agreement, and all rights of the Seller thereunder, and notwithstanding any reference to any other assignee in or on the face of the Contract, has not assigned the Contract to any other person or entity;
- c. Assignee under this Assignment shall become the holder of the Contract and shall be entitled to enforce all rights of the Contract and/or security agreement;
- d. that all statements contained in the Contract and/or security agreement are true;
- e. that the motor vehicle has been delivered and accepted;
- f. that unless Assignee otherwise agrees in writing, signed by one of its officers, Seller is to have sole responsibility for correct filing, recording and renewals of the security agreement, whether handled by Assignee or by Seller; and



g. that the down payment made by buyer before delivery, as stated in the Contract and/or security agreement, was in cash and not its equivalent, unless otherwise mentioned in the Contract and/or security agreement, and that no part of the down payment was directly or indirectly loaned by Seller to buyer.

2. Seller agrees that Assignee may audit Seller's books and records relating to paper assigned and to be assigned to it, and may endorse in Seller's name notes and remittances received. Without notice to Seller and without affecting Seller's liability, Assignee may release any rights against and grant extensions of time of payment to buyer.

2. In the event of default by non-payment by Buyer, this Assignment is made without recourse between Seller and Assignee.

3. In the event any provision of the Contract or this Assignment conflicts with Retail Dealer Agreement executed between Seller and Assignee, the provisions of the Retail Dealer Agreement shall prevail and control.

4. Seller subordinates any rights Seller may have or acquire by reason of payment to Assignee of any installments payable on the security agreement or otherwise to any rights Assignee may have against buyer.

5. Seller shall have no authority, without Assignee's prior written consent, to accept collections, repossess, consent to the return of the motor vehicle, or modify the terms of the Contract, and/or note or notes, and/or security agreement.

So executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Seller/Assignor: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_