



GUARANTEE OF TITLE

For Value Received, _____ (“Dealer”) unconditionally guarantees to Affinity Bank Dealer Select (DS) that Dealer shall be responsible to furnish DS with a legal and valid vehicle title issued by the Department of Motor Vehicles or equivalent state agency (“Title”) from the state of Buyer(s) residence as listed on the contract corresponding to the sale and financing transaction between Dealer and Buyer for the Financed Vehicle as evidenced by a retail installment contract (“Contract”) and as identified by the following information:

BUYER:

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

FINANCED VEHICLE:

MAKE: _____ MODEL: _____ YEAR: _____

VIN: _____

DATE OF CONTRACT: _____

Dealer agrees to deliver to DS, within 90 days from the date the Contract is signed by the Buyer(s) (“Contract Date”), a certificate of title, or lien receipt in those jurisdictions that do not issue paper titles, issued by the appropriate state authority for the Unit or other titled property covered by the Contract, showing a first priority lien on the Financed Vehicle or other property in Bank’s favor for the unpaid balance of the Contract. If Dealer fails to deliver the title (with DS’s first priority lien thereon) and/or other appropriate documentation required to perfect DS’s first priority lien to DS within ninety (90) days from the Contract Date, Dealer shall repurchase the Contract from DS as outlined in the Dealer Agreement, executed by Dealer. Dealer will also provide DS with such evidence as DS may request that a certificate of title for each Financed Vehicle or other property has been applied for and that all taxes and fees in connection with the sale thereof have been paid. Notwithstanding the provisions of this paragraph to the contrary, in any state where the Buyer is responsible for applying for title to the Financed Vehicle or other property, Dealer will be responsible only for those functions described in this paragraph which Dealer is permitted to perform under state law or administrative regulations or rules. If Dealer is permitted by state law to apply for title for the Financed Vehicle, Dealer shall cause an application for title and registration of the Financed Vehicle to be submitted to the appropriate government agency no later than ten (10) days after the Contract Date and in the manner directed by DS in the Dealer Communication, and shall notify DS that Dealer has taken all necessary steps to ensure that Bank will have a security interest in the Financed Vehicle prior and superior to all other security interests, liens or encumbrances.



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Dealer here by unconditionally guarantees the prompt and full payment of the Contract up to and until such time as the Title is delivered to DS. Dealer also agrees to pay all reasonable costs to enforce this Guarantee of Title, including but not limited to, reasonable attorney's fees.

Lien Information will be recorded as:

**Affinity Bank
PO Box 583
Monroe, GA 30655**

The undersigned hereby further certifies, represents and warrants that he/she is the _____ of the Dealer, that in such capacity he/she is authorized to execute this Guarantee of Title.

DEALER: _____

AUTHORIZED SIGNATURE: _____

As Authorized on Signature Card designated as (A) Authorized to Assign OR sign as Seller On contract

PRINT NAME: _____

TITLE: _____

DATE: _____