

STATE OF MINNESOTA

STATE OF MINNESOTA } SS.
COUNTY OF SHERBURNE }
FILED

DISTRICT COURT

COUNTY OF SHERBURNE

JUDICIAL DISTRICT

FEB 28 2011

FIFTH THIRD BANK, AN OHIO BANKING
CORPORATION SUCCESSOR BY MERGER
WITH FIFTH THIRD BANK, N.A.
Plaintiff,

PATRICIA A. KUKA
COURT ADMINISTRATOR
By ~~SUMMONS~~ Deputy

v.

Court File No. 11CV11-328
Case Type: Other Contracts (3B)

JENNIFER HOWE MCKINNEY

Defendant(s).

THE STATE OF MINNESOTA TO THE ABOVE-NAMED DEFENDANT(S).

1. **YOU ARE BEING SUED.** The Plaintiff has started a lawsuit against you. The Plaintiff's Complaint against you is attached to this Summons. Do not throw these papers away. They are official papers that affect your rights. You must respond to this lawsuit even though it may not yet be filed with the Court and there may be no Court file number on this Summons.

2. **YOU MUST REPLY WITHIN 20 DAYS TO PROTECT YOUR RIGHTS.** You must give or mail to the person who signed this Summons a **written response** called an Answer within 20 days of the date on which you received this Summons. You must send a copy of your Answer to the person who signed this Summons located at 6600 France Ave South, Minneapolis, Minnesota 55435.

3. **YOU MUST RESPOND TO EACH CLAIM.** The Answer is your written response to the Plaintiff's Complaint. In your Answer you must state whether you agree or disagree with each paragraph of the Complaint. If you believe the Plaintiff should not be given everything asked for in the Complaint, you must say so in your Answer.

4. **YOU WILL LOSE YOUR CASE IF YOU DO NOT SEND A WRITTEN RESPONSE TO THE COMPLAINT TO THE PERSON WHO SIGNED THIS SUMMONS.** If you do not Answer within 20 days, you will lose this case. You will not get to tell your side of the story, and the Court may decide against you and award the Plaintiff everything asked for in the Complaint. If you do not want to contest the claims stated in the Complaint, you do not need to respond. A Default Judgment can then be entered against you for the relief requested in the Complaint.

5. **LEGAL ASSISTANCE.** You may wish to get legal help from a lawyer. If you do not have a lawyer, the Court Administrator may have information about places where you can get legal assistance. **Even if you cannot get legal help, you must still provide a written Answer to protect your rights or you may lose the case.**

6. **ALTERNATIVE DISPUTE RESOLUTION.** The parties may agree to or be ordered to participate in an alternative dispute resolution process under Rule 114 of the Minnesota General Rules of Practice. You must still send your written response to the Complaint even if you expect to use alternative means of resolving this dispute.

Dated: December 15, 2010

RAUSCH, STURM, ISRAEL, ENERSON & HORNIK, LLC
Attorneys in the Practice of Debt Collection

By: _____

Gregory W. Enerson, #0344680
Jason A. Adams, #275657
Jacqueline M. Wilson, #0388582
Robert Junso, #387367
Anita Sunde, #0275165
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(877) 667-8010
ATTORNEY FOR PLAINTIFF

pmnses.wpd/682480



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 COUNTY OF SHERBURNE

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FIFTH THIRD BANK, AN OHIO BANKING
 CORPORATION SUCCESSOR BY MERGER
 WITH FIFTH THIRD BANK, N.A.
 Plaintiff,

PATRICIA A. KUKA
 COURT ADMINISTRATOR
 By *Patricia A. Kuka* Deputy

COMPLAINT

Court File No. *11CV11-328*
 Case Type: Other Contracts (3B)

v.

JENNIFER HOWE MCKINNEY

Defendant(s).

Plaintiff, by RAUSCH, STURM, ISRAEL, ENERSON & HORNIK, LLC, attorneys and debt collectors, for its claim against Defendant(s), states and alleges as follows:

- 1) Plaintiff is qualified to do business in the State of Minnesota and is actively engaged in the business of retail financing of motor vehicle purchases.
- 2) On or about August 29, 2007, Defendant(s) entered into a contract (herein after referred to as the "Contract") for the purchase of a motor vehicle, a true and correct copy of which is attached hereto as Exhibit "A."
- 3) The rights of Seller and first secured party under the Contract were duly assigned to Plaintiff.
- 4) The Contract provided that Defendant(s) make monthly installment payments for the duration of the Contract.
- 5) The Defendant(s) failed to pay Plaintiff the monthly installment payments due pursuant to the Contract and such failure caused Defendant(s) to be in default.
- 6) Based upon this default, Plaintiff exercised its right of acceleration under the Contract and declared the outstanding balance due and owing.

- 7) Plaintiff regained possession of the motor vehicle and pursuant to applicable law, sold it in a commercially reasonable manner.
- 8) Plaintiff applied the proceeds of the sale to the Contract balance owed by Defendant(s). After applying the proceeds to the Contract balance, plus allowable expenses of disposition and late charges, less any unearned charges, there remains a balance due and owing in the amount of \$25,649.09.
- 9) Pursuant to the Contract, the Defendant(s) agreed to pay all costs of collection including attorney's fees in the event of default.
- 10) In addition to the principle balance described in Paragraph 8, the Contract entitles Plaintiff to recover interest on the outstanding principle balance at an annual percentage rate of 0.00%.
- 11) Based upon Defendant(s) default, and as of the date of this complaint, Defendant(s) owe(s) the Plaintiff the principle sum of \$25,649.09.

WHEREFORE, Plaintiff prays for judgment against Defendant(s) as follows:

1) For the principle sum of \$25,649.09, accrued interest of \$1,465.64, together with continuing interest on the outstanding balance at an annual percentage rate of 0.00% until the date of entry of judgment; and

2) For such other and further relief as the court deems just and equitable.

Dated: December 15, 2010

RAUSCH, STURM, ISRAEL, ENERSON & HORNIK, LLC
Attorneys in the Practice of Debt Collection

By:

Gregory W. Enerson, #0344680
Jason A. Adams, #275657
Jacqueline M. Wilson, #0388582
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6600 France Ave South, Suite 680
Minneapolis, MN 55435
(877) 667-8010
ATTORNEY FOR PLAINTIFF

ACKNOWLEDGMENT

The undersigned hereby acknowledges that costs, disbursements, reasonable attorneys' fees and witness' fees may be awarded pursuant to Minn. Stat. § 549.211, Subd. 2 to the party against whom the allegations in this pleading are asserted.

Gregory W. Enerson, #0344680
Jason A. Adams, #275657
Jacqueline M. Wilson, #0388582

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EXHIBIT A

RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT No. _____ Date <u>AUGUST 29th, 2007</u>	Seller MORRIE'S CADILLAC-SAAB 7400 WAYZATA BLVD. GOLDEN VALLEY MN 55426 "We" and "us" mean the Seller above, its successors and assigns.	Buyer JENNIFER HOWE MCKINNEY 6016 BEACHWOOD ROAD MOUND MN 55354 "You" and "your" mean each Buyer above, and guarantor, jointly and individually.
	SALE: You agree to purchase from us, over time, the Motor Vehicle (Vehicle) and services described below. Your purchase is subject to the terms and conditions of this contract and security agreement (Contract). The Vehicle is sold in its present condition, together with the usual accessories and attachments.	

Description of Year 2007 VIN 1GYFK66827R422064 Other: _____
 Motor Vehicle Make CADILLAC Lic. No./Year _____
 Purchased Model ESCALADE ESV New Used

Description of Trade-In _____
SECURITY: To secure your payment and performance under the terms of this Contract, you give us a security interest in the Vehicle, all accessories, attachments, accessories, and equipment placed in or on the Vehicle, together called Property, and proceeds of the Property. You also assign to us and give us a security interest in proceeds and premium refunds of any insurance and service contracts purchased with this Contract.

PROMISE TO PAY AND PAYMENT TERMS: You promise to pay us the principal amount of \$ 67879.16, plus finance charges accruing on the unpaid balance at the rate of 7.69 % per year from today's date until paid in full. Finance charges accrue on a 365/actual day basis. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the TRUTH IN LENDING DISCLOSURES. You also agree to pay any additional amounts according to the terms and conditions of this Contract.

LOAN ADMINISTRATION FEE: You agree to pay an additional, nonrefundable loan administration fee of \$25.00 that will be paid in cash. paid pro rata over the contract term. withheld from the proceeds (if this fee is withheld from the proceeds, the amount is included in the principal sum).

DOWN PAYMENT: You also agree to pay, or apply to the Cash Price, on or before today's date, any cash, rebate and net trade-in value described in the ITEMIZATION OF AMOUNT FINANCED. You agree to make deferred payments as part of the cash down payment as reflected in your Payment Schedule.

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. <u>7.69</u> %	FINANCE CHARGE The dollar amount the credit will cost you. \$ <u>15101.29</u>	AMOUNT FINANCED The dollar amount of credit provided to you or on your behalf. \$ <u>67879.16</u>	TOTAL OF PAYMENTS The amount you will have paid when you have made all scheduled payments. \$ <u>82980.45</u>	TOTAL SALE PRICE The total cost of your purchase on credit, including your down payment of \$ <u>13000.00</u> \$ <u>95980.45</u>
Payment Schedule: Your payment schedule will be _____ When Payments Are Due _____				
Number of Payments	Amount of Payments	MONTHLY BEGINNING: <u>10/13/2007</u>		
<u>63</u>	<u>1317.15</u>			
Security: You are giving a security interest in the Motor Vehicle purchased. <input checked="" type="checkbox"/> Late Charge: If a payment is more than <u>10</u> days late, you will be charged <u>5% OF PAYMENT OR \$6.75</u> WHICHEVER IS GREATER. <input type="checkbox"/> This amount may increase so as to always be the highest amount allowed by law under Minn. Stat. § 47.59. Prepayment: If you pay off this Contract early, you will not have to pay a penalty. <input type="checkbox"/> If you pay off this Contract early, you will not be entitled to a refund of part of the loan administration fee. Contract Provisions: You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.				

CREDIT INSURANCE: Credit life, credit disability (accident and health), and any other insurance coverage listed below, are not required to obtain credit and we will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below ONLY the coverages you have chosen to purchase.

Credit Life: Insured _____
 Single Joint Prem. \$ N/A Term N/A
 Credit Disability: Insured _____
 Single Joint Prem. \$ N/A Term N/A

Your signature below means you want (only) the insurance coverage(s) quoted above. If none are quoted, you have declined any coverages we offered.

Buyer [Signature] d/o/b _____ Buyer [Signature] d/o/b _____

PROPERTY INSURANCE: You must insure the Property securing this Contract. You may purchase or provide the insurance through any insurance company reasonably acceptable to us. The collision coverage deductible may not exceed \$ N/A. If you get insurance from or through us you will pay \$ N/A for N/A of coverage.

This premium is calculated as follows:
 \$ N/A Deductible, Collision Coverage \$ N/A
 \$ N/A Deductible, Comprehensive Cov. \$ N/A
 Fire-Theft and Combined Additional Coverage \$ N/A
 \$ N/A

Liability insurance coverage for bodily injury and motor vehicle damage caused to others is not included in this Contract unless checked and indicated.

MOTOR VEHICLE SERVICE CONTRACT: With your purchase of the Vehicle, you agree to purchase a Motor Vehicle Service Contract to cover PROTECTIVE 60MO, 100K. This Service Contract will be in effect for _____.

ASSIGNMENT: This Contract and Security Agreement is assigned to FIFTH THIRD BANK. The Assignee, phone (800) 642-1800. This assignment is made under the terms of a separate agreement. under the terms of the ASSIGNMENT BY SELLER on page 2. This assignment is made with recourse.
 Seller: By [Signature] Date 08/29/2007

ITEMIZATION OF AMOUNT FINANCED

Vehicle Price (incl. sales tax of \$ 4498.91) \$ 76712.91
 Service Contract, Paid to: _____ \$ 2595.00
 Cash Price \$ 79307.91

Manufacturer's Rebate \$ 3000.00
 Cash Down Payment \$ 10000.00
 Deferred Down Payment \$ N/A

a. Total Cash/Rebate Down \$ 13000.00
 b. Trade-In Allowance \$ N/A
 c. Less: Amount owing \$ N/A
 Paid to: N/A
 d. Net Trade-In (b. minus c.) \$ N/A
 e. Net Cash/Trade-In (a. plus d.) \$ 13000.00

Down Payment (a.; disclose as \$0 if negative) \$ 13000.00
 Unpaid Balance of Cash Price \$ 66307.91
 Paid to Public Officials - Filing Fee \$ 822.25
 Insurance Premiums* \$ N/A
 Amount to Finance line e. (if e. is negative) \$ N/A
 To: GAP \$ 699.00
 To: MORRIE'S CADILLAC-SAAB \$ 50.00
 To: N/A \$ N/A
 To: N/A \$ N/A
 To: N/A \$ 1571.25
 Total Other Charges/Amounts Pd. to Others \$ 1571.25
 Less: Prepaid Finance Charges \$ N/A
 Amount Financed \$ 67879.16

*We may retain or receive a portion of this amount.

NOTICE TO BUYER

(1) Do not sign this agreement before you read it or if it contains any blank spaces. (2) You are entitled to a completely filled-in copy of this agreement. (3) Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the finance charge. (4) IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

BY SIGNING BELOW BUYER AGREES TO THE TERMS ON PAGES 1 AND 2 OF THIS CONTRACT AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

Buyer [Signature] Date 08/29/2007
 Signature JENNIFER HOWE MCKINNEY Date _____
 Signature _____ Date _____
 Seller: By [Signature] Date _____

AD: TIAL TERMS OF THIS CONTRACT AND SECURITY AGREEMENT

GENERAL TERMS: You have been given the opportunity to purchase the Vehicle and described services for the Cash Price or the Total Sale Price. The Total Sale Price is the total price of the Vehicle and any services if you buy them over time. You agreed to purchase the items over time. The Total Sale Price shown in the TRUTH IN LENDING DISCLOSURES assumes that all payments will be made as scheduled. The actual amount you will pay may be more or less depending on your payment record.

We do not intend to charge or collect, and you do not agree to pay, any finance charge or fee, that is more than the maximum amount permitted for this sale by state or federal law. If you pay a finance charge or fee that is contrary to this provision, you have a right to a refund of the excess charge. If you agree, or if you do not make a timely request for a refund, we will apply the refund amount first to reduce the principal balance, and when the principal has been paid in full, refund it to you.

You understand and agree that we (or our affiliate) will earn commissions or fees on any insurance products, and may earn such fees on other services that you buy through us or our affiliate. If any section or provision of this Contract is not enforceable, the other terms will remain part of this Contract.

This Contract is governed by the laws of Minnesota and the United States of America.

NAME AND LOCATION: Your name and address indicated on page 1 are your exact legal name and your principal residence. You will provide us with at least 30 days notice prior to changing your name or principal residence.

PREPAYMENT: You may prepay this Contract in full or in part at any time. Any partial prepayment will not excuse any later scheduled payments until you pay in full.

A refund of any prepaid, unearned insurance premiums may be obtained from us or from the insurance company named in your policy or certificate of insurance, but no refund will be paid if the amount of the refund would be less than \$5.00.

OWNERSHIP AND DUTIES TOWARD PROPERTY: By giving us a security interest in the Property, you represent and agree to the following:

- A. Our security interest will not extend to consumer goods unless you acquire rights to them within 10 days after we enter into this Contract, or they are installed in or affixed to the Vehicle.
B. You will defend our interests in the Property against claims made by anyone else. You will do whatever is necessary to keep our claim to the Property ahead of the claim of anyone else.
C. The security interest you are giving us in the Property comes ahead of the claim of any other of your general or secured creditors. You agree to sign any additional documents or provide us with any additional information we may require to keep our claim to the Property ahead of the claim of anyone else. You will not do anything to change our interest in the Property.
D. You will keep the Property in your possession in good condition and repair. You will use the Property for its intended and lawful purposes. Unless otherwise agreed in writing, the Property will be located at your address listed on page 1 of this Contract.
E. You will not attempt to sell the Property (unless it is properly identified inventory) or otherwise transfer any rights in the Property to anyone else, without our prior written consent.
F. You will pay all taxes and assessments on the Property as they become due.
G. You will notify us of any loss or damage to the Property. You will provide us reasonable access to the Property for the purpose of inspection. Our entry and inspection must be accomplished lawfully, and without breaching the peace.

DEFAULT: You will be in default on this Contract if any one of the following occurs (except as prohibited by law):

- A. You fail to perform any obligation that you have undertaken in this Contract.
B. We, in good faith, believe that you cannot, or will not, pay or perform the obligations you have agreed to in this Contract.
If you default, you agree to pay our costs for collecting amounts owing, including court costs, attorneys' fees, and fees for repossession, repair, storage and sale of the Property securing this Contract. If this Contract is subject to the Minnesota Motor Vehicle Retail Installment Sales Act, the amount of our attorneys' fees you must pay will not exceed 15% of the amount due and payable under this Contract.
If an event of default occurs as to any one of you, we may exercise our remedies against any or all of you.

REMEDIES: If you are in default on this Contract, we have all of the remedies provided by law and this Contract:

- A. We may require you to immediately pay us, less any refund required by law, the remaining unpaid balance of the amount financed, finance charges and all other agreed charges.
B. We may pay taxes, assessments, or other liens or make repairs to the Property if you have not done so. We are not required to do so. Any amount we pay will be added to the amount you owe us and will be due immediately. This amount will earn finance charges from the date paid at the interest rate described in the PROMISE TO PAY AND PAYMENT TERMS section until paid in full.
C. We may require you to make the Property available to us at a place we designate that is reasonably convenient to you and us.
D. We may immediately take possession of the Property by legal process or self-help, but in doing so we may not breach the peace or unlawfully enter onto your premises. We may then sell the Property and apply what we receive as provided by law to our reasonable expenses and then toward what you owe us.

E. Except when prohibited by law, we may use you for additional amounts if the proceeds of a sale do not pay all of the amounts you owe us.

By choosing any one or more of these remedies, we do not give up our right to later use another remedy. By deciding not to use any remedy, we do not give up our right to consider the event a default if it happens again.

You agree that if any notice is required to be given to you of an intended sale or transfer of the Property, notice is reasonable if mailed to your last known address, as reflected in our records, at least 10 days before the date of the intended sale or transfer (or such other period of time as is required by law).

You agree that, subject to your right to recover such property, we may take possession of personal property left in or on the Property securing this Contract and taken into possession as provided above.

RETURNED CHECK CHARGE: You agree to pay a service charge for each returned check or returned automatic payment request. The amount of the service charge will be \$30.00.

INSURANCE: You agree to buy property insurance on the Property protecting against loss and physical damage and subject to a maximum deductible amount indicated in the PROPERTY INSURANCE section, or as we will otherwise require. You will name us as loss payee on any such policy. (Generally, loss payee is the one to be paid the policy benefits in case of loss or damage to the Property.) In the event of loss or damage to the Property, we may require additional security or assurances of payment before we allow insurance proceeds to be used to repair or replace the Property. If the insurance proceeds do not cover the amounts you still owe us, you will pay the difference. You may purchase or provide the insurance through any insurance company reasonably acceptable to us. You will keep the insurance in full force and effect until this Contract is paid in full.

If you fail to obtain or maintain this insurance, or name us as a loss payee, we may obtain insurance to protect our interest in the Property. We will notify you if we do so. This insurance may include coverages not required of you. This insurance may be written by a company other than one you would choose. It may be written at a rate higher than a rate you could obtain if you purchased the property insurance required by this Contract. We will add the premium for this insurance to the amount you owe us. Any amount we pay will be due immediately. This amount will earn finance charges from the date paid at the interest rate described in the PROMISE TO PAY AND PAYMENT TERMS section until paid in full. However, if this Contract is assigned, and the Assignee is not a financial institution as defined by Minn. Stat. § 47.59, this amount will earn finance charges from the date paid at 8% per year.

OBLIGATIONS INDEPENDENT: Each person who signs this Contract agrees to pay this Contract according to its terms. This means the following:

- A. You must pay this Contract even if someone else has also signed it.
B. We may release any co-buyer or guarantor and you will still be obligated to pay this Contract.
C. We may release any security and you will still be obligated to pay this Contract.
D. If we give up any of our rights, it will not affect your duty to pay this Contract.
E. If we extend new credit or renew this Contract, it will not affect your duty to pay this Contract.

WAIVER: To the extent permitted by law, you agree to give up your rights to require us to do certain things. We are not required to: (1) demand payment of amounts due; (2) give notice that amounts due have not been paid, or have not been paid in the appropriate amount, time or manner; (3) give notice that we intend to make, or are making, this Contract immediately due; or, (4) obtain official certification of nonpayments.

THIRD PARTY AGREEMENT

By signing below you agree to give us a security interest in the Property described in the SALE section. You also agree to the terms of this Contract, including the WAIVER section above, except that you will not be liable for the payments it requires. Your interest in the Property may be used to satisfy the Buyer's obligation. You agree that we may renew, extend, change this Contract, or release any party or property without releasing you from this Contract. We may take these steps without notice or demand upon you.

You acknowledge receipt of a completed copy of this Contract.

Signature _____ Date _____

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.

IF YOU ARE BUYING A USED 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.

ASSIGNMENT BY SELLER

Seller sells and assigns this Retail Installment Contract and Security Agreement, (Contract), to the Assignee, its successors and assignee, including all its rights, title and interest in this Contract, and any guarantee executed in connection with this Contract. Seller gives Assignee full power, either in its own name or in Seller's name, to take all legal or other actions which Seller could have taken under this Contract. (SEPARATE AGREEMENT: If this Assignment is made under the terms of a separate agreement as indicated on page 1, the terms of this assignment are described in a separate writing(s) and not as provided below.)

- Seller warrants:
A. This Contract represents a sale by Seller to Buyer on a time price basis and not on a cash basis.
B. The statements contained in this Contract are true and correct.
C. The down payment was made by the Buyer in the manner stated on page 1 of this Contract and, except for the application of any manufacturer's rebate, no part of the down payment was loaned or paid to the Buyer by Seller or Seller's representative.
D. This sale was completed in accordance with all applicable federal and state laws and regulations.
E. This Contract is valid and enforceable in accordance with its terms.
F. The names and signatures on this Contract are not forged, fictitious or assumed, and are true and correct.
G. This Contract is vested in the Seller free of all liens, is not subject to any claims or defenses of the Buyer, and may be sold or assigned by the Seller.
H. A completely filled-in copy of this Contract was delivered to the Buyer at the time of execution.
I. The Vehicle has been delivered to the Buyer in good condition and has been accepted by Buyer.
J. Seller has or will perfect a security interest in the Property in favor of the Assignee.
If any of these warranties is breached or untrue, Seller will, upon Assignee's demand, purchase this Contract from Assignee. The purchase shall be in cash in the amount of the unpaid balance (including finance charges) plus the costs and expense of Assignee, including attorney's fees. Seller will indemnify Assignee for any loss sustained by it because of judicial set-off or as the result of a recovery made against Assignee as a result of a claim or defense Buyer has against Seller.

Seller waives notice of the acceptance of this Assignment, notice of non-payment or non-performance and notice of any other remedies available to Assignee. Assignee may, without notice to Seller, and without affecting the liability of Seller under this Assignment, compound or release any rights against, and grant extensions of time for payment to be made, to Buyer and any other person obligated under this Contract.

UNLESS OTHERWISE INDICATED ON PAGE 1, THIS ASSIGNMENT IS WITHOUT RECOURSE.

WITH RECOURSE: If this Assignment is made "with recourse" as indicated on page 1, Assignee takes this Assignment with certain rights of recourse against Seller. Seller agrees that if the Buyer defaults on any obligation of payment or performance under this Contract, Seller will, upon demand, repurchase this Contract for the amount of the unpaid balance, including finance charges, due at that time.