

BILL OF SALE OF MOTOR VEHICLE / AUTOMOBILE
(Sold with Warranty)

STATE OF NEW YORK
COUNTY OF _____

KNOW ALL PERSONS BY THESE PRESENTS:

THAT I, _____ [seller's name], ("Seller"),
of _____ [seller's address],
County of _____, New York, in consideration of a Promissory Installment Note for
\$ _____ dollars
(\$ _____) and a down payment of \$
_____ dollars
(\$ _____), receipt of payment acknowledged, do hereby sell and transfer to
_____ [buyer's name], ("Buyer"), of
_____ [buyer's address],
County of _____, New York, his/her successors and assigns, the following motor
vehicle ("Vehicle"), which is located in the County of _____, New York:

Make: _____
Model: _____
Body Type: _____
Year: _____
Vehicle Ident. No. (VIN): _____

To have and to hold the same unto Buyer and Buyer's executors, administrators, and assigns,
forever.

WARRANTY. The Seller warrants that the Seller is the true and lawful owner of the Vehicle,
and that the Vehicle is free of any and all legal claims, encumbrances, and offsets by others.
Further, the Seller warrants that the Seller will defend the Buyer against any and all lawful claims
and demands whatsoever in relation to this bill of sale.

INSPECTION. The Vehicle [choose one:] _____ has _____ has not been inspected by an
independent and licensed mechanic and a copy of the inspection report [choose one:] _____
is _____ is not attached and is incorporated as a part of this bill of sale.

The Seller represents to the Buyer that the Vehicle is in good condition, except for the following
defects, if any:

ADDITIONAL TERMS OF SALE. The Seller and Buyer agree to the following additional
terms in conjunction with this bill of sale:

Seller:

Buyer:

Signature

Signature

Printed Name: _____

Printed Name: _____

STATE OF NEW YORK
COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME, this the ____ day of _____,
20____.

NOTARY PUBLIC

My Commission Expires: _____

About this Form: The Seller should complete the following Odometer Disclosure Statement on a new page, in conjunction with this bill of sale.

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, _____, state that the odometer now reads _____ miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

_____ I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

_____ I hereby certify that the odometer reading is **NOT** the actual mileage. **WARNING:
ODOMETER DISCREPANCY**

Make: _____

Model: _____

Body Type: _____

Year: _____

Vehicle Ident. No. (VIN): _____

Please type or print carefully:

Seller's Information	Buyer's Information
First & Last Name:	
Address, Line 1:	
Address, Line 2:	
City:	
State:	
Zip:	

Signature: _____

Signature of Seller

Signature of Buyer

Acknowledgment

STATE OF NEW YORK
COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME, this the _____ day of _____,
20____.

NOTARY PUBLIC

My Commission Expires: _____

About this Promissory Installment Note Form: The Seller and the Buyer may complete the following Promissory Installment Note on a new page (or set of pages), if they wish to formalize the payment terms and conditions, associated with this bill of sale.

PROMISSORY INSTALLMENT NOTE

STATE OF NEW YORK
COUNTY OF _____

RECITATIONS:

Date: _____

Borrower/Buyer: _____

Borrower/Buyer's Address: _____

Payee/Seller: _____

Place for Payment: _____

Principal Amount: \$ _____

Term: _____ (months)

Monthly Payments: \$ _____

This **PROMISSORY INSTALLMENT NOTE** ("Note") is given to secure the payment of the purchase price of the following motor vehicle ("Vehicle"):

Make: _____

Model: _____

Body Type: _____

Year: _____

Vehicle Ident. No. (VIN): _____

1. TRANSFER OF TITLE. *[choose option:]* _____ The Seller shall retain title to the Vehicle until all debts and obligations under this Note have been satisfied in full, or _____ The Seller transfers title to the Vehicle to the Buyer upon execution of this Note, but the Seller shall retain a security interest in the Vehicle, and the Seller shall be listed as a secured lender on the title to the Vehicle until all debts and obligations under this Note have been satisfied in full. (NOTE: IF THE SECOND OPTION IS SELECTED, THEN THE BUYER MUST SEPARATELY SIGN THE "SECURITY AGREEMENT" FORM BELOW.)

2. INTEREST RATE: *[choose option:]* _____ Annual interest rate on matured, unpaid amounts shall be the maximum amount permitted by the Laws of the State of New York, or _____ annual interest rate on matured unpaid amounts shall be set at _____ percent , or no interest shall accrue on matured, unpaid amounts.

3. PAYMENT TERMS. This Note is due and payable as follows, to-wit:
_____ (_____) [*insert number of payments*] equal monthly payments of
\$_____ principal [*insert monthly payment amount*]. The first such payment due
and payable on the 1st day of _____, 20____, and a like installment shall be
due and payable on the same day of each succeeding month thereafter until the total principal of
\$_____ principal [*insert total principal amount*] is paid in full. If each payment
is not paid on time, the remaining balance will be subject to the maximum amount of interest
permitted by the Laws of the State of New York.

4. BORROWER'S PRE-PAYMENT RIGHT. Borrower reserves the right to prepay this Note
in whole or in part, prior to maturity, without penalty.

5. PLACE FOR PAYMENT. Borrower promises to pay to the order of Payee at the place for
payment and according to the terms for payment the principal amount plus interest at the rates
stated above. All unpaid amounts shall be due by the final scheduled payment date.

6. DEFAULT AND ACCELERATION CLAUSE. If Borrower defaults in the payment of this
Note or in the performance of any obligation, and the default continues after Payee gives
Borrower notice of the default and the time within which it must be cured, as may be required by
law or written agreement, then Payee may declare the unpaid principal balance and earned
interest on this Note immediately due. Borrower and each surety, endorser, and guarantor waive
all demands for payment, presentation for payment, notices of intentions to accelerate maturity,
notices of acceleration of maturity, protests, and notices of protest, to the extent permitted by law.

7. INTEREST ON PAST DUE INSTALLMENTS AND CHARGES. All past due
installments of principal and/or interest and/or all other past-due incurred charges shall bear
interest after maturity at the maximum amount of interest permitted by the Laws of the State of
New York until paid. Failure by Borrower to remit any payment by the 15th day following the
date that such payment is due entitles the Payee hereof to declare the entire principal and accrued
interest immediately due and payable. Payee's forbearance in enforcing a right or remedy as set
forth herein shall not be deemed a waiver of said right or remedy for a subsequent cause, breach
or default of the Borrower's obligations herein.

8. INTEREST. Interest on this debt evidenced by this Note shall not exceed the maximum
amount of non-usurious interest that may be contracted for, taken, reserved, charged, or received
under law; any interest in excess of the maximum shall be credited on the principal of the debt or,
if that has been paid, refunded. On any acceleration or required or permitted prepayment, any
such excess shall be canceled automatically as of the acceleration or prepayment or, if already
paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded.
This provision overrides other provisions in this instrument (and any other instruments)
concerning this debt.

9. FORM OF PAYMENT. Any check, draft, Money Order, or other instrument given in
payment of all or any portion hereof may be accepted by the holder and handled in collection in
the customary manner, but the same shall not constitute payment hereunder or diminish any rights
of the holder hereof except to the extent that actual cash proceeds of such instruments are
unconditionally received by the payee and applied to this indebtedness in the manner elsewhere
herein provided.

10. ATTORNEY'S FEES. If this Note is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then Borrower shall pay Payee all costs of collection and enforcement, including reasonable attorney's fees and court costs in addition to other amounts due.

11. SEVERABILITY. If any provision of this Note or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Note nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

12. BINDING EFFECT. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

13. DESCRIPTIVE HEADINGS. The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations under this Note.

14. CONSTRUCTION. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

15. GOVERNING LAW. This Note shall be governed, construed and interpreted by, through and under the Laws of the State of New York.

Borrower is responsible for all obligations represented by this Note.

EXECUTED this _____ day of _____, 20_____.

[Payee/Seller's Signature:]

[Borrower/Buyer's Signature:]

[Payee/Seller's Printed or Typed Name:]

[Borrower/Buyer's Printed or Typed Name:]

Please type or print carefully:

Payee/Seller's Information	Borrower/Buyer's Information
First & Last Name:	
Address, Line 1:	
Address, Line 2:	
City:	
State:	

Zip:

About this Security Agreement Form: The form below is necessary *only if* the parties selected the *second* option in Paragraph #1 of the Promissory Installment Note (immediately above). In addition to the Security Agreement, it is recommended that the parties complete and file the necessary UCC forms: (1) the Seller (a.k.a. the Secured party) should complete the [UCC Financing Statement \(Form UCC1\)](#), (2) the Buyer (a.k.a. Debtor) should sign it, and (3) the Seller should file it with the appropriate state agency within the State of New York. ([Form UCC1AD](#) and [Form UCC1AP](#) are available in the event you have additional Debtor or Secured party names that you wish to add. These supplementary forms should also be filed along with Form UCC1.)

SECURITY AGREEMENT

This **SECURITY AGREEMENT** is made on this ____ day of _____, 20____ between _____ ("Debtor") and _____ ("Secured Party").

1. SECURITY INTEREST. Debtor grants to Secured Party a security interest in the following Vehicle, until such time as the Promissory Note for said vehicle is satisfied and paid in full:

Make:

Model:

Body Type:

Year:

Vehicle Ident. No. (VIN):

2. COVENANTS. Debtor hereby warrants and covenants: Debtor shall maintain insurance at all times with respect to all collateral against risks of fire, theft, and other such risks and in such amounts as Secured Party may require. The policies shall be payable to both the Secured Party and the Debtor as their interests appear and shall provide for ten (10) days written notice of cancellation to Secured Party.

3. DEFAULT. The Debtor shall be in default under this Agreement upon the happening of any of the following: (a) any misrepresentation in connection with this Agreement on the part of the Debtor. (b) any noncompliance with or nonperformance of the Debtor's obligations under the Note or this Agreement. (c) if Debtor is involved in any financial difficulty as evidenced by (i) an assignment for the benefit of creditors, or (ii) an attachment or receivership of assets not dissolved within thirty (30) days, or (iii) the institution of Bankruptcy proceedings, whether voluntary or involuntary, which is not dismissed within thirty (30) days from the date on which it is filed. Upon default and at any time thereafter, Secured Party may declare all obligations secured hereby immediately due and payable and shall have the remedies of a Secured Party under the Uniform Commercial Code. Secured Party may require the Debtor to make it available to Secured Party at a place that is mutually convenient. No waiver by Secured Party of any default shall operate as a waiver of any other default or of the same default on a future occasion. This Agreement shall inure to the benefit up and bind the heirs, executors, administrators, successors, and assigns of the parties. This Agreement shall have the effect of an instrument under seal.

By:

Signature of Debtor

Date:_____

NOTE: THE PARTIES MUST FILE THE FINANCING STATEMENT WITHIN FIVE (5) DAYS FROM DATE WITH THE APPROPRIATE STATE AGENCY WITHIN THE STATE OF NEW YORK.