

## Fill in this information to identify your case:

Debtor 1 AFH Air Pros, LLC  
 First Name Middle Name Last Name

Debtor 2  
 (Spouse, if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: Northern District Of Georgia

Case number 25-10356-PMB-11

☒ Date Stamped Copy Returned  
☐ No self addressed stamped envelope  
☐ No copy to return

## Official Form 410

## Proof of Claim

04/25

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.

## Part 1: Identify the Claim

1. Who is the current creditor?	<u>AmeriCredit Financial Services, Inc. dba GM Financial</u> 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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From Whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent?  <u>AmeriCredit Financial Services, Inc. dba GM Financial</u> <u>AmeriCredit Financial Services, Inc. dba GM Financial</u> <u>PO Box 183853</u> <u>Arlington, TX 76096</u>	Where should payments to the creditor be sent (if different)  <u>AmeriCredit Financial Services, Inc. dba GM Financial</u> <u>AmeriCredit Financial Services, Inc. dba GM Financial</u> <u>PO Box 183853</u> <u>Arlington, TX 76096</u>
RECEIVED MAY 22 2025 VERITA GLOBAL	Contact phone <u>(877) 203-5538</u> Contact email _____	Contact phone <u>(877) 203-5538</u> Contact email _____
Uniform claim identifier (if you use one) _____		
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

<b>6. Do you have any number you use to identify the debtor?</b>	<div><input type="checkbox"/> No</div> <div><input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: <u>0872</u></div>
<b>7. How much is the claim?</b>  <b>CLAIMANT RESERVES THE RIGHT TO AMEND CLAIM</b>	<div><u>\$1,539.71 + 9.65%</u></div> <div><b>Does this amount include interest or other charges?</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).</div>
<b>8. What is the basis of the claim?</b>	<div>Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. 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.</div> <div><u>Money Loaned</u></div>
<b>9. Is all or part of the claim secured?</b>	<div><input type="checkbox"/> No</div> <div><input checked="" type="checkbox"/> Yes. The claim is secured by a lien on property. <b>Nature of property:</b> <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a Mortgage Proof of Claim Attachment (Official Form 410-A) with this Proof of Claim <input checked="" type="checkbox"/> Motor vehicle <u>2015 CHEVROLET EXPRESS COMMERC</u> <input type="checkbox"/> Other. Describe: _____</div> <div><b>Basis for perfection:</b> <u>certificate of title</u> 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.)</div> <div><b>Value of Property:</b> <u>\$1,539.71</u> <b>Amount of the claim that is secured:</b> <u>\$1,539.71</u> <b>Amount of the claim that is unsecured:</b> <u>\$0.00</u> (the sum of the secured and unsecured amounts should match the amount in line 7.)</div> <div><b>Amount necessary to cure any default as of the date of the petition:</b> <u>\$658.91</u> <b>Annual Interest Rate</b> (When the case was filed) <u>9.65%</u> <input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Variable</div>
<b>10. Is this claim based on a lease?</b>	<div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. <b>Amount necessary to cure any default as of the date of the petition:</b> _____</div>
<b>11. Is this claim subject to a right of setoff?</b>	<div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. Identify the property: _____</div>

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12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$

☐ Up to \$3,800\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$

☐ Wages, salaries, or commissions (up to \$17,150\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

\$

\* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

### Part 3: Sign Below

The person completing this proof of claim must sign and date it.  
FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

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.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim 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.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date May 05, 2025  
MM / DD / YYYY

/s/ Mandy Youngblood

Signature

Print the name of the person who is completing and signing this claim:

Name

Mandy Youngblood

First name

Middle name

Last name

Title

Company

AmeriCredit Financial Services, Inc. dba GM Financial

Address

Contact phone

Email

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

**AmeriCredit Financial Services, Inc. dba GM Financial**

Name of Debtor: **AFH Air Pros, LLC**

Case Number: **25-10356-PMB-11**

Account Number: **0872**

Principal **1,535.65**

+ Interest **4.06**

+ Late Fees **0.00**

+ Other Fees **0.00**

Total **1,539.71**

04/26/2019  
DEAL# 741255

RETAIL INSTALLMENT SALE CONTRACT - SIMPLE FINANCE CHARGE  
(WITH ARBITRATION PROVISION)

02:27PM  
STK8

Buyer Name and Address (Including County and Zip Code) ONE SOURCE HOME SERVICE LLC 6301 FEDERAL DENVER CO 80221 COUNTY: ADAMS	Co-Buyer Name and Address (Including County and Zip Code) N/A	Seller-Creditor (Name and Address) MIDWAY CHEVROLET 2323 W BELL RD PHOENIX, AZ 85023
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller - Creditor (hereinafter "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

Year	Make and Model	Older Model	Vehicle Identification Number	Primary Use For Which Purchased
2015	CHEVROLET EXPRESS		1B936ZC68F1233032	<input checked="" type="checkbox"/> Personal, family, or household use <input type="checkbox"/> business <input type="checkbox"/> agricultural

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of \$0.00.
9.65%	\$ 1111.91	\$ 34070.25	\$ 45182.16	\$ 45182.16

Your Payment Schedule Will Be:			
Number of Payments	Amount of Payments	When Payments Are Due	Monthly beginning
72	627.53	06/10/19	
N/A	N/A	N/A	

Or As Follows:  
N/A

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the amount of the payment that is late.

Prepayment. If you pay early, you will not have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information. See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

ITEMIZATION OF AMOUNT FINANCED	
1. Cash Price	
A. Cash Price of Motor Vehicle (including accessories, services)	\$ 33425.00
B. Sales Tax	\$ N/A
C. Price Credit or Lease Balance paid to	\$ N/A
D. Other - documentation fee	\$ 75.00
E. Other -	\$ N/A
F. Other -	\$ N/A
G. Other -	\$ N/A
H. Other -	\$ N/A
Total Cash Price (A through H)	\$ 34070.25

2. Total Downpayment	
A. Trade-In (Make, Model, Year)	
B. Cash	
C. Other	
Total Downpayment	\$ 0.00

3. Upgraded Balance of Cash Price (B minus C)	\$ 34070.25
4. Other Charges including Amounts Paid to Others on Your Behalf	
A. Cost of Optional Credit Insurance Paid to the Insurance Company or Companies	
Life	\$ N/A
Disability	\$ N/A
B. Other Optional Insurance Paid to Insurance Company or Companies	\$ N/A
C. Delivery Gap Contract	\$ N/A
D. Other (See Item 4. Other Charges)	\$ N/A
E. Government Taxes Not Included in Cash Price	\$ 30.00
F. Government License and/or Registration Fees	

5. Amount Financed (B + D + E)	\$ 34070.25
6. Finance Charge (See Item 1. Cash Price)	\$ 1111.91
7. Total of Payments (5 + 6)	\$ 45182.16

If the "Amount Financed" exceeds \$57,000 or if the motor vehicle is primarily for commercial use, the "Amount Financed" is also the "Total Cash Price Balance" and the "Total of Payments" is also the "Total Balance".

OPTION: ☐ You pay no finance charge if the Amount Financed, Item 5, is paid in full on or before N/A. See N/A SELLER'S INITIALS.

**FOR USED VEHICLES ONLY**  
The Seller hereby warrants that this vehicle will be fit for the ordinary purposes for which the vehicle is used for 15 days or 500 miles after delivery, whichever is earlier, except with regard to particular defects disclosed on the first page of this agreement. You (the purchaser) will have to pay up to \$25.00 for each of the first two repairs if the warranty is violated.

**ATTENTION PURCHASER: SIGN HERE ONLY IF THE DEALER TOLD YOU THAT THIS VEHICLE HAS THE FOLLOWING PROBLEMS AND THAT YOU AGREE TO BUY THE VEHICLE ON THOSE TERMS.**  
PROBLEMA(S) QUE LE HA DICHO EL VENDEDOR LE HA DICHO QUE EL VEHICULO TIENE EL/LOS SIGUIENTE(S) PROBLEMA(S) Y QUE USTED ESTA DE ACUERDO EN COMPRAR EL VEHICULO BAJO ESTOS TERMINOS:

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

X Buyer Signs (Date) \_\_\_\_\_ X Co-Buyer Signs (Date) \_\_\_\_\_

**WARRANTIES**  
Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties on the vehicle, except as described above for used vehicles. Making no warranties means that the Seller is selling the vehicle as is - not expressly warranted or guaranteed and without any implied warranties of merchantability (except as described above) or of fitness for a particular purpose. This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

☐ IF THE BOX IS CHECKED, THIS CONTRACT IS SUBJECT TO A BROKER FEE PAID BY THE SELLER TO

**NO COOLING OFF PERIOD**  
State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

You acknowledge an express intent to grant a security interest in the vehicle and hereby waive and abandon all personal property exemptions granted upon the vehicle, which is the subject of this contract. NOTICE: BY GIVING US A SECURITY INTEREST IN THE VEHICLE YOU WAIVE ALL RIGHTS PROVIDED BY LAW TO CLAIM SUCH PROPERTY EXEMPT FROM PROCESS.

**HOW THIS CONTRACT CAN BE CHANGED.** The contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs \_\_\_\_\_ Co-Buyer Signs \_\_\_\_\_

If any part of this contract is not valid, all other parts shall remain in full force and effect. We agree to arbitrate any dispute arising out of or under this contract without going to court. For example, we may extend the time for making some payments without extending the time for making others.

**NOTICE TO THE BUYER: (1)** Do not sign this contract before you read it or if it contains any blank spaces. **(2)** You are entitled to an exact copy of the contract you sign.

**The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.**

**YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT, INCLUDING THE ARBITRATION PROVISION ON THE REVERSE SIDE, BEFORE SIGNING BELOW.**  
You agree to the terms of this contract. ANY INSURANCE REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE LIABILITY COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

X Buyer Signs \_\_\_\_\_ Date 04/26/19 X MIDWAY CHEVROLET \_\_\_\_\_ Date 04/26/19  
X Co-Buyer Signs \_\_\_\_\_ Date \_\_\_\_\_ X \_\_\_\_\_ Date \_\_\_\_\_

SEE BACK FOR OTHER IMPORTANT TERMS AND AGREEMENTS.

Co-Buyer and Other Owners - A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X \_\_\_\_\_ Date \_\_\_\_\_ Address \_\_\_\_\_

Seller assigns its interest in the contract to \_\_\_\_\_ (Assignee) under the terms of Seller's agreement(s) with Assignee.  
☐ Assigned with recourse ☐ Assigned with limited recourse

Seller: MIDWAY CHEVROLET By \_\_\_\_\_ Title \_\_\_\_\_

FORM NO. 625-AZ-019 (REV. 1/15) ORIGINAL LENDER

# OTHER IMPORTANT AGREEMENTS

## 1. FINANCE CHARGE AND PAYMENTS

a. How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed with a day counted as 1/365th of a year (or 1/366th in a leap year).

b. How we will apply payments. We will apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in the order we choose.

c. How late payments or early payments change your payments. We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front of the contract that you will make every payment on the day it is due. If you pay late and less, if you pay early, we may change the form of a larger or smaller full payment at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.

d. You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

## 2. YOUR OTHER PROMISES TO US

a. If the vehicle is damaged, destroyed, or missing. You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed or missing.

b. Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or inventory transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.

c. Security interest. You give us a security interest in:

- The vehicle and all parts or goods put on it;
- All money or goods received (proceeds) for the vehicle;
- All insurance, maintenance, service, or other contracts we finance for you. This includes any refunds or premiums or charges from the contracts.

This security interest in all you own on this contract. It also secures your other obligations in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

d. Insurance you must have on the vehicle. You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of the contract. The insurance must cover our interest in the vehicle. If you do not have the insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you when to pay and the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on the front of the contract or at our option, the highest rate the law permits.

e. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repay the vehicle.

f. What happens to returned insurance, maintenance, service, or other contract charges. If we get a refund of insurance, maintenance, service, or other contract charges, we will subtract the refund from what you owe.

## 3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

a. You may owe late charges. You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not include your late payment or make any late payment making late payments.

b. If you pay late, we may also take the steps described below:

- You may have to pay all you owe at once. If you break a promise (default), we may demand that you pay all you owe on this contract at once. Default means:
- You do not pay any payment on time;
- You give us false, incomplete, or misleading information on a credit application;
- You start a proceeding in bankruptcy or one is started against you or your property; or
- You break any agreement in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted. Defaulters' Liability for Failure to Return Vehicle: If you are in default, we may send you a notice of default. It is unlawful to fail to return a motor vehicle subject to a security interest within 30 days after receiving notice of default. A notice of default may be mailed to the address on the contract. It is your responsibility to keep the listed address current. Unlawful failure to return a motor vehicle subject to a security interest is a class B felony. Assuming there are no aggravating circumstances, and you have no prior felony convictions, the maximum penalty is 1.5 years in prison and a \$10,000 fine.

d. You may have to pay collection costs. If we hire an attorney to collect what you owe, you will pay the attorney's fee and court costs as the law allows. You will also pay any reasonable collection costs we incur as the law allows.

e. We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you. If you do not ask for these items back, we may dispose of them as the law allows.

f. How you can get the vehicle back if we take it. If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem your right to redeem ends when we sell the vehicle.

g. We will sell the vehicle if you do not get it back. If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.

h. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits, any allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us unless the law provides otherwise. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate and you pay.

i. What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and control them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and control them to obtain refunds of unearned charges to reduce what you owe.

4. Used Car Buyers Guide. 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: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del contrato de venta. La información del formulario de la ventanilla de este vehículo toma precedencia en el contrato de venta.

## 5. SERVICING AND COLLECTION CONTACTS

You agree that we may by e-mail or by writing, or by using pre-recorded voice messages, text messages, and automatic telephone dialing systems, as the law allows, you also agree that we may by contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

## 6. APPLICABLE LAW

Federal law and the law of the state of Arizona apply to this contract.

## 7. SELLER'S RIGHTS IN ABSENCE OF CREDIT APPROVAL

(a) You agree to furnish us any documentation necessary to verify information contained in the credit application. (b) You acknowledge that it may take a few days for us to verify your credit and assign this contract in consideration of our agreeing to deliver the vehicle, you agree that if we are unable to assign the contract by any one of the financial institutions with which we regularly do business pursuant to terms of assignment acceptable to us, we may cancel this contract. (c) In the event we cancel this contract, we shall give you notice of the cancellation. Upon delivery of such notice, you shall immediately return the vehicle to us in the same condition as when sold (reasonable wear and tear excepted). You agree, upon cancellation of this contract, to restore to you all consideration we received in connection with this contract, including any trade-in vehicle. (d) In the event the vehicle is not immediately returned to us upon notice of our cancellation of this contract, you agree to pay and shall be liable to us for all expenses incurred by us in obtaining possession of the vehicle, including attorney's fees, and we shall have the right to repossess the vehicle and our right of entry wherever the vehicle may be found, as the law allows. (e) While the vehicle is in your possession, all terms of this contract, including those relating to use of the vehicle and insurance for the vehicle shall be in full force and all risk of loss or damage to the vehicle shall be assumed by you, you shall pay all reasonable repair costs related to any damage sustained by the vehicle while in your possession or control and until the vehicle is returned to us.

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.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claim or defense the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

## GUARANTEE

The undersigned, jointly and severally, guarantees payment of all amounts owing under this contract and the payment upon demand of the entire amount owing on this contract at the event of default in payment by Buyer named therein. The undersigned hereby waives all rights of defense or performance, notice of non-performance, protest, notice of dishonor, notice of acceptance of this Guaranty, all extensions of time of payment, or sale of any collateral and of all other rights to which the undersigned would be otherwise entitled by law and agrees to pay all amounts owing hereunder upon demand without requiring any action or proceeding against Buyer, and specifically waives any right to require action against Buyer as provided in A.R.S. § 12-1041 et seq. The undersigned agrees to deliver to Seller, after assignment to Assigned timely financial statements and any other information relating to the undersigned's financial condition, as may be reasonably requested. The undersigned acknowledges receipt from the Seller, prior to signing below, of a separate Notice to Consignee.

DATE: \_\_\_\_\_ GUARANTOR: \_\_\_\_\_  
 \_\_\_\_\_ GUARANTOR: \_\_\_\_\_

Martial Community Property Jurisdiction: The undersigned spouse of the Guarantor joins in the execution of this guaranty for the purpose of binding the marital property of the Guarantor, and the undersigned, in accordance with A.R.S. § 25-214 or other applicable law. THE UNDERSIGNED SPOUSE OF THE GUARANTOR ACKNOWLEDGES RECEIPT FROM THE SELLER, PRIOR TO SIGNING BELOW, OF A SEPARATE NOTICE TO CONSIGNER.

Date: \_\_\_\_\_ Spouse of the Guarantor: \_\_\_\_\_

## ARBITRATION PROVISION

### PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.

2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.

3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association, 1633 Broadway, 10th Floor, New York, New York 10019 ([www.adr.org](http://www.adr.org)), or any other organization to conduct the arbitration subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller (debtor) is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will pay your filing, administration, service of case management fee and your arbitrator/hearing fee all up to a maximum of \$5000, unless the law or the rules of the chosen arbitration organization require us to pay more. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, agent and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with the Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. 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.

# ARIZONA CERTIFICATE OF TITLE

## ADOT

**Motor Vehicle Division**

48-7200 R01/16 azdot.gov

Inventory Control

41938281

Vehicle Identification Number

1G8B3G2103A1233032

Year

2015

Make

CHEV

Model

EXPRESS

Body Style

VN

First Registered

03-0001

List Price

028830

Mobile Home Manufacturer

Unit Number

SM FINANCIAL OF ARIZONA

PO BOX 1510

COCKEYSVILLE MD 21030-0000

Title Number

0004019140031

Issue Date

05232019

Film Number

DMS

Odometer Reading (no tenths) \*

0052415 A

Previous Title Number

11-0095766

State

CO

Issue Date

02272017

Previous Film Number

\* A - Actual Mileage

B - Mileage in excess of the odometer mechanical limits

C - NOT Actual Mileage, WARNING ODOMETER DISCREPANCY

Arizona Brands

Previous Brand

State Previous Brand

State Previous Brand

State Other States With Brands

Owners/Lessee(s)

ONE SOURCE HOME SERVICE LLC

5501 FEDERAL BLVD

DENVER

CO. 80221

Lienholder(s) as of print date. (Additional liens may exist. Check Motor Vehicle Inquiry on <https://servicearizona.com> to find all current liens.)

FIRST LIEH

LIEN DATE: 04262019

SM FINANCIAL OF ARIZONA

PO BOX 1510

COCKEYSVILLE

MD 21030

### LIEN RELEASE

Lienholder Name		Acknowledged before me this date	Notary Public Signature		
Lien Amount	Lienholder Signature		Date	County	State
				Commission Expires	

VOID WITHOUT EAGLE WATERMARK OR IF ALTERED OR ERASED