

# Retail Installment and Sale Agreement - Subject to State Regulation - Motor Vehicle Security Agreement - Conditional Sales

**First 1 Financial Corp. 123 Accord Park Norwell, MA 02061 Tel: (781) 659-1111 Fax: (781) 111-1111**

This contract made and entered into this 1 day of MAY 2004 by and between Speedy Used Cars DBA: Columbia Auto (hereinafter called "Seller") and having a usual place of business at (branch office if applicable) 1234 Washington St. Apt. apt Norwood, MA 02160 and Hugo H.Sanchez Sr.

(hereinafter called "Buyer") who warrants that Buyer(s) resides at 131 Winter St. Apt. 123B Norwell, MA 02061-1111 and has a usual place of business at 689 Washington St. Marshfield, MA 02145-1111

Seller agrees to and Buyer agrees to buy from Seller, and grant to said Seller a security interest in one

NEW USED	MAKE OF WHICH VEHICLE ON SLIP	NO OF CYL.	YEAR	MODEL OR BODY TYPE	VECHICLE IDENTIFICATION NO.

together with all equipment used therewith and accessories therefor (all of which are hereinafter referred to as "property"). The Buyer agrees to pay to the Seller the Principal sum of \$6,256.00 with interest from the date hereof on the unpaid principal balance outstanding from time to time at the rate of 18.79% percent per annum to the extent, permitted by law until the principal balance is paid in full, with all payments to be applied first to interest, then to insurance charges, if any, and the remainder to principal, such amount to be repaid in 119 consecutive weekly installments of \$65.00 each, the first such installment to be due on May 30, 2004 and the remaining installments on the Sunday of each week thereafter.

The payment schedule assumes that all payments are made on the due date. If payments are made late, the amount of interest payable hereunder may increase. Further, the holder shall charge a late charge as disclosed in the "Late Charge" paragraph below. This Note may be prepaid in full at any time without penalty, provided that prior to or at the same time of any such prepayment the undersigned shall have paid to holder the interest accrued to the date of such prepayment.

(check if applicable) Holder shall charge \$8.00 in the event that any check delivered to it as payment is returned to it unpaid.

* 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 dollar amount provided to you on your behalf.	The amount you will have paid when you have made all scheduled payments.	The total cost of your purchase and credit including your down payment of: \$0.00
18.79%	\$1,445.62	\$6,256.00	\$7,701.62	\$7,701.62

**PAYMENT SCHEDULE:**

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE
119	\$65.00	Beginning on Sunday, <u>May 30, 2004</u> and each Sunday of each week thereafter.

**INSURANCE:**

(a) CREDIT LIFE AND/OR ACCIDENT AND HEALTH INSURANCE: YOU CANNOT BE DENIED CREDIT SIMPLY BECAUSE YOU CHOOSE NOT TO BUY CREDIT INSURANCE. CREDIT LIFE INSURANCE AND CREDIT ACCIDENT AND HEALTH INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT. INSURANCE WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL CHARGE. If each Borrower signs the Authorization below, the applicable credit insurance will be provided, (in accordance with the items set forth in a separate insurance policy or certificate) to:

(for Credit Life - not more than two names) (1)

(2)

(for Credit Accident Health - one name only) (1)

CHECK INSURANCE DESIRED	PREMIUM/TERM
I want Credit Life.	
I want Credit Accident and Health.	

AUTHORIZATION (each Borrower must sign)
Signature
Signature

(b) PROPERTY INSURANCE: If checked you are required to provide property insurance against fire and other hazards with respect to the collateral, loss payable to holder, but you shall obtain such insurance through a broker or agent of your own choice.

VSI INSURANCE: If checked you agree to purchase Vendor's Single Insurance which protects the Seller's interest. You may obtain this insurance from any one who is acceptable to us. If you purchase the insurance from the Seller, the cost will be \$150 for the term of 119 weeks.

LATE CHARGE: (Check if applicable) If a payment is late more than 15 days, you will be charged \$5 or 15% of the installment, whichever is less.

SECURITY: You are giving a security interest in the property being purchased.

Filing Fees:

Non-Filing Insurance:

PREPAYMENT: If you pay off early, you will not have to pay a penalty.

Read your contract document for any additional information about non-payment, default, any required repayment in full before the scheduled date, and pre-payment refunds and penalties

\* if box is checked, item is estimated.