BOOK 24.7. PAGE 37.73

DEALER'S ASSIGNMENT UNDER HEAVY DUTY TRUCK

RETAIL FINANCING AGREEMENT

Contraction CD: B. Bradley - Chelsen. Alabama 10-8-66 s17. 666. 40

STATE OF THIS (Purchaser) (Dated) Time Balance

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STATE OF THIS (Purchaser) (Purchaser)

For value received, undersigned does hereby sell, assign and transfer to the
WAS FILED ON For value received, undersigned does hereby sell, assign and transfer to the
WAS FILED ON FOR VALUE (Purchaser Motors Acceptance Corporation ("GMAC")

RECORDED & TAX HAS (INT.)

STRUCTURE OF THIS (PURCHASER AND THE STRUCTURE)

STATE OF THIS (Purchaser) (Purchaser and the property covered thereby, and authorizes GMAC to do every act and bindy necessary to Collect and discharge same.

Hadersigned certifies that said contract arose from the sale of the property described therein and

Undersigned certifies that said contract arose from the sale of the property described therein and warrants to GMAC and assigns that (1) said contract is genuine and duly authorized, buyer has capacity to contract, and undersigned has good title to said contract and the right to convey the same; (2) title to said property was at the time of sale and is now vested in undersigned free and clear of all liens and encumbrances; (3) said property is as represented by undersigned to buyer; (4) said property is as described in said contract, and all other statements of facts made therein and in all written statements made by undersigned and buyer and submitted by undersigned to GMAC with respect thereto are true, correct and complete; (5) the down payment obtained from the buyer is as stated; (6) buyer was quoted the cash sale price and time sale price stated in said contract; and (7) if permitted by law, a Certificate of Title to said property, showing the lien or encumbrance thereon in GMAC's favor, has been or will be forthwith applied for by undersigned.

The above warranties are made to induce GMAC to purchase said contract and, in the event of a breach of any thereof, regardless of undersigned's knowledge or lack of knowledge with respect thereto or GMAC's reliance thereon, undersigned upon demand will purchase said contract from GMAC or assigns for the full amount then unpaid thereon.

In consideration of your purchase of said contract, undersigned guarantees payment of the full amount remaining unpaid thereon, and covenants if default be made in payment of any instalment therein to pay the full amount then unpaid to GMAC upon demand, except as otherwise provided under the present Heavy Duty Truck Retail Financing Agreement between undersigned and GMAC pursuant to which Agreement this assignment is made. Liability of the undersigned shall not be affected by any settlement, extensions or variations of terms of said contract effected with, or by the discharge or release of the obligation of buyer or any other person interested, by operation of law or otherwise. Undersigned waives notices of acceptance, non-payment, non-performance, amount of indebtedness outstanding at any one time, protest, demands, and prosecution of collection, foreclosure and possessory remedies.

McDow Motor Company

By Cally Sales Manager

(Dealer) (If Corp. or Part.) (Title)

QMAC 232-114.500-6-50

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