**Berkeley Auto, Inc.**

**2015 University Avenue**

**Berkeley, CA 94704**

**(510) 555-1234**

**CONTRACT FOR PURCHASE**

Berkeley Auto, Inc., seller, agrees to sell to Harold Simpson, buyer, the following described vehicle: 1996 Ford Taurus, VIN 8B4U1197354. Terms of the sale are as follows: payment of $1,000 down payment by Harold Simpson, and a promise to make timely monthly payments of $650 on the first of each month to the seller starting February 1, 2009, and the last payment on November 1, 2009. Upon receipt of $1,000 from Harold Simpson, seller shall deliver the vehicle to Harold Simpson. The vehicle title with a recorded lien in favor of the seller shall remain with the seller, and the seller agrees to remove the lien from the title and deliver the title to Harold Simpson upon final payment by Harold Simpson.

Harold Simpson agrees that any monthly payment that is later than the third day of any month when that payment is due shall include a penalty of $25.00 for that month in addition to the money payment. Harold Simpson agrees that the seller may peaceably retake possession of the vehicle and hold the vehicle if any of the following occurs: (1) three consecutive monthly payments are not paid, (2) failure to maintain state-required vehicle insurance, or (3) failure to maintain a valid license tag on the vehicle. Harold Simpson agrees that if the vehicle is repossessed by the seller, Harold Simpson can only regain possession of the vehicle by satisfying the condition(s) which caused the repossession. Harold Simpson acknowledges that the seller shall retain a set of keys to the vehicle to be used if the vehicle is repossessed by the seller. Harold Simpson agrees to keep the vehicle in the State of Lone Star at the address listed by Harold Simpson on this contract unless Harold Simpson provides in writing a new address within the State of California where Harold Simpson has moved his/her residence. Harold Simpson further agrees at all times to keep a valid, current license tag on the vehicle and agrees at all times to maintain the minimum vehicle insurance coverage’s required by the State of California.

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Harold Simpson Sydney Lloyd, General Manager

2020 Channing Way Berkeley Auto, Inc.

Berkeley, CA 94704

(510) 272-4321

January 10, 2009

Date

Witnesses: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit E**

**Berkeley Auto, Inc.**

**2015 University Avenue**

**Berkeley, CA 94704**

**(510) 555-1234**

May 9, 2009

Mr. Harold Simpson

2020 Channing Way

Berkeley, CA 94704

**Re: 1996 Ford Taurus, VIN 8B4U1197354**

Dear Mr. Simpson:

We have not received your monthly payment of $650, plus a penalty assessment of $25, for the month of May 2009. You are in breach of your Contract for Purchase.

Please contact us immediately to get this matter resolved.

Sincerely,

Sydney Lloyd

Sales Manager

REGISTERED MAIL

RETURN RECEIPT REQUESTED

**Exhibit F**

**Berkeley Auto, Inc.**

**2015 University Avenue**

**Berkeley, CA 94704**

**(510) 555-1234**

June 6, 2009

Mr. Harold Simpson

2020 Channing Way

Berkeley, CA 94704

**Re: 1996 Ford Taurus, VIN 8B4U1197354**

Dear Mr. Simpson:

We have not received your last two monthly payments, totaling $1300, plus penalty assessments of $50, for the months of May and June 2009. You are in breach of your Contract for Purchase.

Please contact us immediately to get this matter resolved.

Sincerely,

Sydney Lloyd

Sales Manager

REGISTERED MAIL

RETURN RECEIPT REQUESTED

**Exhibit G**

**Berkeley Auto, Inc.**

**2015 University Avenue**

**Berkeley, CA 94704**

**(510) 555-1234**

July 6, 2009

Mr. Harold Simpson

2020 Channing Way

Berkeley, CA 94704

**Re: 1996 Ford Taurus, VIN 8B4U1197354**

Dear Mr. Simpson:

We have not received your last three monthly payments, totaling $1950, plus penalty assessments of $75, for the months of May, June, and July 2009. You are in breach of your Contract for Purchase, and we have the lawful right to repossess the vehicle.

Please contact us immediately to get this matter resolved.

Sincerely,

Sydney Lloyd

Sales Manager

REGISTERED MAIL

RETURN RECEIPT REQUESTED

**Exhibit H**

**Berkeley Auto, Inc.**

**2015 University Avenue**

**Berkeley, CA 94704**

**(510) 555-1234**

August 1, 2009

Mr. Harold Simpson

2020 Channing Way

Berkeley, CA 94704

**Re: 1996 Ford Taurus, VIN 8B4U1197354**

Dear Mr. Simpson:

We have not received your last four monthly payments. You are in serious breach of your Contract for Purchase.

We are out of patience. We plan to repossess the vehicle. Please contact us immediately to get this matter resolved.

Sincerely,

Sydney Lloyd

Sales Manager

**Exhibit I**

**Berkeley Auto, Inc.**

**Activity Log**

Vehicle: 1996 Ford Taurus

VIN 8B4U1197354

Purchaser: Harold Simpson

2020 Channing Way

Berkeley, CA 94704

(510) 555-1234

Sales Date: January 10, 2009

February 1, 2009 -- Received payment of $650 (Berkeley National Bank Check #3012)

March 1, 2009 -- Received payment of $650 cash.

April 3, 2009 -- Received payment of $650 (Berkeley National Bank Check #3059)

May 7, 2009 -- Telephoned residence – spoke to Mrs. Simpson.

May 9, 2009 -- Mailed delinquency letter.

May 15, 2009 -- Visited residence; car gone; no one answered door.

June 6, 2009 -- Mailed delinquency letter.

June 15, 2009 -- Visited residence; car in driveway, no one answered door.

June 18, 2009 -- Telephoned residence; no answer.

June 20, 2009 -- Telephoned residence. Telephone company voice states phone out of service.

June 27, 2009 -- Visited residence; car in driveway; no one came to door.

July 6, 2009 -- Mailed delinquency letter.

July 11, 2009 -- Visited residence; car in driveway; no one came to door.

July 25, 2009 -- Visited residence; car in driveway; no one came to door.

August 1, 2009 -- Mailed delinquency letter.

August 10, 2009 -- Visited residence with Dakota Smith. Talked to Mr. Simpson. Simpson threatened us if we tried to take car.

August 14, 2009 -- Mrs. Simpson returned car. Car cleaned and put back on lot.

**Exhibit J**