

HOW TO BUY A CAR - ON BAD CREDIT

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INTRODUCTION

THE CONCEPT:

PROBLEM: A person has a car he no longer can afford. It may be about to be repossessed.

PROBLEM: Another person has a "Bad Credit" history and cannot buy a car, but can well afford to make the payment on a recent model vehicle.

SIMPLE SOLUTION: Put these two people together. One person will assume the other person's payments and insurance.

NEW COMPANIES EMERGED

A few years ago an industry emerged that served the needs of individuals who have had past credit problems, but can now afford monthly car payments. These companies helped people with past credit problems such as:

- Bankruptcy
- Repossession
- Judgments
- Divorce
- Medical Bills
- No Past Credit History
- Late Payments
- Many Other Problems

These set-backs are held against these individuals by lending institutions for up to seven years.

WHAT THESE COMPANIES DO:

These companies would find vehicle owners who can no longer afford their monthly payments. These owners would gladly allow someone to take over payments on their vehicle in order to save their credit, with no credit check.

SAVE \$1,500/\$3,000:

These companies charge the Buyer/Assignee between \$1,500.00 and \$3,000.00 for their services just to put these two parties together, without doing a credit check.

This information package gives you all the simple secrets on how these companies perform their services. You can save the \$1,500.00 to \$3,000.00 fee that they would typically charge.

PERSISTENCE:

With your persistence and guidelines in this information package, you can get the recent model vehicle (1993-1996) that you want, without paying any fees or down payment.

(NOTE: This information will not assist you in going to a new or used car dealership to get a car. This information is intended to target individuals wishing to sell their vehicles to an individual buyer, one on one.)

HERE ARE SOME OF THE SELLER'S DIFFICULTIES:

Ideally, these sellers would like to sell their vehicle for the bank payoff amount. Several factors may be preventing them from doing this:

- A. They have high mileage.
- B. They are unable to show their vehicle to a prospective buyer (because of work, school or other conflicting situations).
- C. They are in an area experiencing a soft used car market.
- D. They put very little money down when they bought the car and still owe more than the book value amount indicated.
- E. They financed their car for a long period of time (60 - 72 months) and have not built enough equity in the vehicle.
- F. The biggest reason is: they cannot sell their vehicle because they simply owe more on the vehicle than the vehicle is worth.

THE OWNER'S CHOICES ARE:

- A. They can sell their car for market value, then pay the lien holder the difference of what they owe, (in cash). This could cost the owner several thousands of dollars up front.
 - B. The second choice, which has recently gained in popularity, is letting the car go back to the lien holder.
- (If the dreaded repossession choice is used, the owner will seriously damage credit for seven years).

YOU AND THE OWNER CAN HELP EACH OTHER:

You help the owner by taking over his or her monthly obligations (car payments and insurance), and the owner helps you by putting you into a recent model (1993-1996) vehicle. You both help the lien holder because you will be making the payments on time and the lien holder will not have to take a big loss on the vehicle by repossessing it.

SUGGESTED ASSIGNMENT AGREEMENT:

The Suggested Assignment Agreement included in this information package is a suggested agreement only. There may be provisions added to or deleted from the agreement between you and the assignor (owner) to make the transaction acceptable to you both, but remember, it is intended for you to use as a guideline only. The assignment agreement is between you and the owner of the vehicle. The vehicle remains titled in the owner's name until all payments are made and the original loan is paid off. At this time, according to your Assignment Agreement with the owner, he/she has to sign the title over to you within thirty (30) days after the car is paid off.

LIEN HOLDER PURCHASE AGREEMENT:

This type of transaction is very common with Real Estate. Typically, the owner of a house will rent his property and still be solely responsible for the monthly mortgage payments. The payments are being made even though the owner is not living in the house. The renters have a contract between them and the owner, not involving the mortgage company. Some purchase agreements from the lien holders may have provisions against subleasing or assignments, claiming it would be a default of contract. Many disregard this provision and do not contact the lien holder for their approval, claiming that as long as the payments, insurance and vehicle maintenance were maintained, the assignment of the vehicle would fulfill the lien holder's requirements, and it would not be necessary to inform the lien holder of the transaction. We recommend that you contact the lien holder in writing to inform him about your agreement.

YOUR SUCCESS IS GUARANTEED

Using this system, an individual can obtain a vehicle on merits such as character and ability to pay, rather than credit history. There are no turn downs. Everyone qualifies because a credit check is never run. Your success is guaranteed.

Remember, you must be persistent, make several calls, and always project a good image over the telephone and in person. This information is not intended for purchasing a vehicle from a new or used automobile dealership. It is not our intent to give legal advice. Each state has different laws. If you have any questions pertaining to state or local requirements, contact your State Department of Motor Vehicles or your attorney.

UPSIDE DOWN OR NEGATIVE EQUITY:

Let us take this opportunity to explain what is meant by upside down or negative equity. Let's use the following as an example: Say the owner of a car owes \$12,000 to the bank for the payoff of his car. The average retail value of the car (what a car lot would sell the vehicle for) is only \$10,000. If the vehicle is selling at a car lot for \$10,000, few people would be willing to pay them the \$12,000 that they owe. The loan value on this car (what the bank will loan someone with good credit) may be only \$8,000. This means that if a person with good credit

wanted to buy this car for \$12,000, they would have to borrow \$8,000 from the bank and would have to come up with another \$4,000 in cash to satisfy the lien holder.

EXAMPLE:

Payoff to Lien Holder	\$12,000
Average Loan Value	\$ 8,000
Average Retail	\$10,000
Difference or negative equity (in cash)	\$4,000

The seller will have a difficult time finding someone who is willing and able to put \$4,000 in cash down for a used car. A buyer with good credit can go to a dealership and get a new vehicle with only a few hundred dollars down. So, the chances of the owner selling the car to a person with good credit are very slim.

By explaining upside down or negative equity) to the owner, you will let him know why he is having problems selling the car and that he may only have three (3) options left at this point. The owners options are:

Option #1: Sell the car for market value of \$10,000 and pay the bank \$2,000 out of his own pocket.

Option #2: Turn the car back to the lien holder for repossession and not pay the lien holder the difference of \$2,000. This option will ruin the credit status of the owner for seven (7) years.

Option #3: He can let you assume his responsibilities of payments and insurance, save his credit status and not have to pay the negative equity of \$2,000.

LISTED ARE THE "FIVE (5)STEPS" YOU WILL NEED TO FOLLOW CLOSELY

STEP 1

WHERE TO FIND THE VEHICLE OF YOUR CHOICE

Auto want ads in your local newspaper, auto trader advertising magazines, or any other publications that list vehicles for sale.

(NOTE: Finding an individual who is upside down or in a negative equity situation on their vehicle loan is easy. Most cars within the first three years of their finance contract are in this situation. You may even have a friend or family member in this situation. It goes without saying that a friend or family member would be ideal under these circumstances).

NADA BOOK (NATIONAL AUTOMOBILE DEALERS ASSOCIATION)

Your local library will carry a NADA book. This book will give you the average retail price of any particular car model. The NADA book is published monthly. It also gives you the amount that most banks will finance on those models. If the payoff amount on a car is more than the NADA retail book value, then you will know this seller is in an upside down position and will be very interested in talking to you.

THE EASIEST PEOPLE TO WORK WITH:

The easiest owner to work with is one who is considering letting his car go back to the lien holder for repossession. You can find these owners in your local newspaper or local car magazine. Best results are obtained in aging these issues for two or three weeks before calling. The owners will always become more flexible the longer they try to sell their vehicles if you focus on ads proclaiming "Take over payments" or "Down and take over payments". These are individuals who realize that they are in a negative equity situation and can't sell their vehicle outright. Even though their ad requests a down payment, they will almost always waive it.

Most lenders who recommend to the seller that he finds someone to take over his payments will still hold this individual liable for the payments if there is a default. Many of these lenders will request an application to be submitted from the assignee.

If the seller (assignor) has been making his payments on time, the lien holder may want to keep him in this vehicle. They will want the assignee to have a stronger credit rating than the assignor, before they will give their approval at all.

Traditionally, the companies mentioned earlier do not even contact or go through the lien holder. The assignor still remains liable for the payments, whether or not an application is submitted.

This arrangement allows the owner to monitor his own payments so he is actually more secure, as is the lien holder.

The companies contend that under the **Uniform Commercial Code, Article 9, Section 311**, the owner of a vehicle has the right to assign his property regardless of provisions in the original purchase contract by the lien holder (which might claim such a transaction to be in default). The lender will always hold the original owner primarily liable for payments. Even though the payments are submitted by the assignee, the lender will still acknowledge the assignor/owner as the driver and owner of the vehicle. This because, the assignment agreement is between the assignee/buyer and assignor/owner, and not between the assignee/buyer and the lender.

STEP 2

MAKING THE INITIAL CONTACT

When you have identified several cars that you have an interest in, you are ready to make the initial contact with the owner. Throughout this conversation your goal will be to find out if the owner is in a negative equity position (or upside down) on their vehicle. Best results are obtained if the owner is just asking for what he owes on the car.

A TYPICAL PHONE CONVERSATION MAY GO AS FOLLOWS:

Caller: Hello, I m calling about the car you have advertised in the paper. Is it still for sale?

Owner: Yes, it s still for sale.

Caller: Can you tell me about it, what color, mileage, options, etc. , (refer to your telephone information sheet). Are there any nicks or scratches?

Owner: (The owner will normally give you all the information, except for the price of the vehicle.)

Caller: How much are you asking for the car?

Owner: \$12,188.00

Caller: Is that what you owe on it?

Owner: (Answer) Yes or No

Caller: (If the answer is Yes, ask how long he has been trying to sell the car). The reason I'm asking these questions is because I would like to take over the payments on this type of car. How much are your monthly payments? (Try to get a feel for how badly he wants to get out of the car. If this vehicle sounds appealing to you, and you sense the owner is flexible, set up an appointment to look at the car).

(If the answer is No, the owner may have put a large down payment on the car, and it may not be in a negative equity situation, or (he may not owe anything on the vehicle at all).

BE PERSISTENT:

You will typically have to make twenty or more phone calls to find a vehicle owner willing to assign his vehicle. One very important thing to remember, be persistent...keep calling. There are thousands of desperate people needing to get out of their vehicles in every area of the country. It's also a good idea to call the owner back a week or so after your first contact. The longer he sees that he can't sell his vehicle, the more eager he will be to work with you.

STEP 3

THE FACE TO FACE PRESENTATION

The owner will normally want the car out of his name. His credit is riding on your making the payments. You will need to show him that he is secure and protected in dealing with you. When meeting face to face, it is extremely important that you present yourself in a professional manner. Treat this meeting as you would a job interview. This person is essentially giving his approval of you to assume his \$12,000.00 to \$17,000.00 investment. Look Sharp .

Once you have seen the car and feel that it is what you want, you are ready to make a proposal. Explain to the owner that you earn more than enough income to afford this car payment, but you cannot get financing from a bank because of some credit problems that you had in the past. Tell the owner strengths about yourself that show your stability and credibility, such as:

Length of residence in your house or area

Length of current employment

Job description or job title

Home ownership if applicable

The reason for your credit problem

If you paid back past creditors

What your income level is with bonuses, future pay raises or possibly a job promotion

Describe what makes you a good risk. Let the owner know that you are building his equity in this vehicle, until you pay it off. The more payments you make, the less will be owed on it. Give him a copy of the enclosed credit report, personal references and a copy of your driver's license. Allow him to verify your employment and that you make your rent or mortgage payments on time. Show them a copy of the suggested Assignment Agreement.

COMMON QUESTIONS ASKED BY THE OWNER OR ASSIGNOR AND ANSWERS TO THOSE QUESTIONS:

Question: What if you wreck the car?

Answer: The insurance company will issue a check with both your name and the lien holder's name on it. This check will be applied towards repairing the vehicle.

Question: What if you get a ticket while driving this car?

Answer: Any points are charged to my individual driver's license, not to the car.

Question: What if you hit someone?

Answer: The Suggested Assignment Contract states that I am driving the vehicle, and am responsible for all liabilities. Your liability is limited because I will carry 100/300/50 liability coverage or whatever your Purchase Agreement with the lien holder requires, which will protect you. As the owner of this car, you are put in the same position as an independent leasing company or car rental agency. You own the car, but your not driving it.

Question: How do I know that you'll make these payments?

Answer: You'll receive a cashier's check or money order made out to the lien holder at least ten days before your payment due date. If I'm late, you have the legal right to take the vehicle back. Believe me, I don't want to lose it. The agreement basically states that I will make the remaining payments or pay it off early. As long as I do this, you are under contract to sign over the title to me. Nothing hidden, no surprises, it's fair and legally binding.

Question: Why do my tags stay on?

Answer: You are still the legal owner, just as leasing companies and rental agencies are. I am the one who is primarily liable for what happens while it's in my possession.

Question: What if you move and cannot be located?

Answer: You have a list of personal references, my driver's license number and my social security number. Any repossession firm could track the car in a matter of hours. I can understand your concern, but let me assure you that I have no intention of going to jail for car theft.

STEP 4

CLOSING THE DEAL

Once you have satisfied all the owner's questions, and have subdued all fears, you need to get a commitment. If the owner will not commit and wants to think about it, find out when the

due date is for the next payment. The closer he gets to the next payment, the more flexible he will become. If the owner remains undecided, you may try offering him concessions. You could offer to make a whole payment or two payments in advance. He may request some kind of security deposit, which would be held for damages. At this point, be creative and willing to empathize with the owner's concerns.

STEP 5

PAPERWORK & INSURANCE

LIMITED POWER OF ATTORNEY This form needs to be signed by Assignor and notarized by a Notary Public. It gives the Assignee the authorization to sign on behalf of Assignor in matters concerning the vehicle. (To be attached to registration)

SUGGESTED ASSIGNMENT AGREEMENT The provisions recommended in this agreement are meant to protect both parties. If individual concerns are not covered, they can be added while others can be deleted. This agreement is only meant to be a guideline for constructing your own finalized contract.

CREDIT INFORMATION SHEET The Assignor will need some information on the Assignee just for his protection. If the Assignee does not make payments, Assignor will be able to give this information over to a repossession firm on the Assignee just for his protection.

INSURANCE Insurance regulations differ widely from state to state. The simplest and most widely accepted structure for this arrangement is as follows:

List the owner as primary insured and assignee as additional insured. The loss payee will always be the lien holder. The policy address can be that of the assignor or assignee.

Insurance can remain on the existing owner's policy by just adding the assignee as an additional insured. The owner may prefer to set up a new policy so that the assignee's driving record will not affect the rates that he pays for his other vehicles.

Recommended liability limits of 100,000/300,000/50,000: 100,00 maximum limit of liability per person, 300,000 maximum limit liability for all persons per accident, 50,000 maximum limit of liability per accident for property damage. These higher liability limits normally will account for a minor increase in rates.

If the assignor has a poor driving record, that would make your insurance premiums prohibitive; however, you do have some options. Some insurance companies will allow you to list the Assignee as Primary Insured and the Assignor as Non-Driving additional insured. They will treat the policy just like a normal lease. In the place of the leasing company, they will insert the name of the Assignor. The Loss Payee remains the bank or lien holder. Let the insurance company know that you have the Power of Attorney for this vehicle.

If this is the direction that is most economical for you, then you may want to find a creative, knowledgeable agent (this is not always easy). Many agents may reject your policy without fully understanding the relationship or legality of it. We recommend talking directly to the underwriters if the agent does not seem knowledgeable. If you do set up your policy in this manner, then you may want to contact the Department of Motor Vehicles in order to see if a lease tag can be issued in your name without changing the title.

REGISTRATION PROCESS

Each state has different systems. We have found that the most common is as follows:

Register Vehicle in Assignor's name in care of Assignee's name and address. Keep Limited Power of Attorney with registration. In most states, limited power of attorney along with the assignment contract, is sufficient to register a vehicle. Registration and license plates are to remain in Assignor's name, (normally leave the same license plate on the vehicle.

TAXES

Assignor will receive all property taxes on vehicle and then forward to the assignee.

DEFINITIONS

ASSIGNOR - Person who has vehicle for sale or who wants to be relieved of monthly payments and insurance

ASSIGNEE - Person who wishes to assume assignor's responsibilities of payments and insurance

ASSIGNMENT AGREEMENT - Agreement between assignor and assignee

UPSIDE DOWN VEHICLE - A vehicle in which the payoff is greater than the book or loan value of the vehicle. (Also referred to as negative equity)

LIEN HOLDER - The lending institution that financed the vehicle for the assignor

PURCHASE AGREEMENT - Purchase contract between lien holder and assignor signed at time of purchase of vehicle

LESSOR - A person leasing an item to another person

LESSEE - A person leasing an item from another person

ODOMETER - Mileage indicator stating exact mileage on a vehicle

ODOMETER DISCLOSURE STATEMENT - A Federal and State law requiring that you state the mileage of a vehicle upon transfer of ownership

NEW COMPANIES - A company that finds a vehicle owner, who must relinquish his vehicle because it is close to repossession, and then finds a third party to assume the vehicle owner's responsibilities of payments, insurance and maintenance

NADA BOOK (National Automobile Dealers Association) - A monthly publication found in most libraries that lists average retail selling prices and bank loan values of late model vehicles

SUGGESTED ASSIGNMENT AGREEMENT

This agreement is made and entered into the date indicated below by and between (assignee) _____ and (assignor) _____. Whereas the assignor holds legal title or interest to the vehicle described below and has same financed with (lender) _____ having agreed to pay lender (monthly) _____ for another _____ months (note payments) with a residual amount of _____ (if a lease). Whereas, the assignor is desirous of assigning or selling the vehicle and assignee is desirous of accepting assignment and/or buying the vehicle.

In consideration of the mutual covenants hereinafter made and for other good and valuable consideration the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

Assignor agrees to assign the vehicle to assignee/buyer for the term of the assignor's note payments due his lender, and hereby authorizes assignee/buyer to drive same, but only for so long as assignee/buyer is current in the assignment payments set out below in paragraph two (2). The vehicle cannot be taken out of the state without written approval from the assignor.

2. Assignee/buyer agrees to pay as assignment payments for such vehicle, the monthly amount of assignor's note payments to Lender, and to pay same by cashier's check or money order made payable to lender and to mail such payment to assignor at least ten (10) days before the _____ day of each month beginning on the _____ 199___. Any late payments shall be in default of the agreement.

3. Assignee/buyer agrees to take out and maintain insurance on the vehicle satisfactory to assignor's lender and to name assignor as primary insured, assignee as additional insured and lender as loss payee. Assignee/buyer further agrees and does hereby indemnify and hold assignor harmless from any damage or liability arising out of assignee/buyer's use of assigned vehicle.

4. Assignee/buyer understands and agrees that should he/she fail to timely pay any of the assignment payments called for above, or allow the aforesaid insurance to lapse, or should assignor's lender declare a default under its note or loan agreement, or deem such loan repayment or the collateral to be insecure, this Assignment/Purchase agreement shall terminate at once. Assignee/buyer shall no longer be deemed to be an authorized driver of the vehicle, and assignee/ buyer agrees to return the vehicle to the assignor or his agent immediately. Failure to do so shall result in the immediate repossession of the vehicle by assignor, its agent or the lender or its agent.

5. Assignee/buyer shall have the option to purchase the vehicle upon (a) its full and timely compliance with this agreement and (b) the payment of all note payments to lender. Thereupon, assignor will deliver to assignee/buyer the vehicle's certificate of title. Default under this assignment by assignee/buyer, or other authorized termination of this agreement, shall forfeit any option to purchase the vehicle that assignee/buyer may otherwise have had. Upon full compliance and satisfaction of the lien, assignor will have 30 days to deliver title to assignee.

6. Normally, legal title to the vehicle shall at all times prior to assignee/buyer's proper exercise of his/her purchase option described above, remain in assignor's name and possession if applicable.

7. During the term of this agreement, assignee/buyer agrees to maintain the vehicle in good repair and full operation condition. Any failure to do so shall be grounds for termination of this assignment/purchase agreement and assignee/buyer shall be personally liable to owner for the cost and expense of any repair deferred maintenance, other than for normal use and wear and tear.

8. Upon a 48 hour notice to the assignee/buyer, assignor has the right to inspect the vehicle at a location of his choice, no more than once a month.

9. Any additional or special provisions applying only to this agreement are written as follows:

10. This constitutes entire contract. This assignment agreement including any addendum's or exhibits hereto which are by this reference made a part hereof, contains the entire agreement relating to the assignment of the vehicle and shall bind and insure to the benefit of all respective heirs, personal representative, successors and assigns of the parties hereto except as hereinabove expressly limited. Any oral representation or modifications of this assignment agreement shall be of no force and effect, excepting modification in signed by the party to be charged. No delay or forbearance of assignor in the exercise of any remedy or right will constitute a waiver thereof and the failure to exercise or a partial exercise of a remedy or right shall not preclude a subsequent or the further exercise of the same or any other right or remedy by assignor. Assignor shall have no liability for any delay in delivery of the vehicle for any reason beyond the control of assignor.

In witness whereof, the parties have executed this agreement as of the _____ day of _____ 199__, at

Assignee/Buyer Signature

Assignor/Seller Signature

Print Name and Address

Print Name and Address

Print Name and Address

Date _____

Date _____

Telephone Information Sheet (Questions you should ask when calling about a vehicle.)

Date:

Owner s Name:

Make of Car:

Year:

Color:

Mileage:

Condition:

5 Speed Transmission:

Automatic Transmission:

Monthly Payments:

Number of Payments Remaining:

Full Pay Off Amount:

Are Payments Current:

Address Where Car Is Located:

Owner s Phone Number:

Comments:

NOTE: When making phone calls, use a note pad to write down the above questions; record the seller's answers accordingly.

ASSIGNEE'S RESPONSIBILITIES

Assignee- person who wishes to assume assignor s responsibilities of vehicle payments and insurance

1. Make payments to assignor, by money order, cash or bank draft made out to lien holder/lender and forward to assignor 10 days before due date. (NOTE: Put account number on money order or bank draft. Assignor will promptly forward this to lien holder in order to maintain his credit status).

2. Provide copy of insurance, naming assignor as primary insured, assignee as additional insured and lien holder as loss payee.

3. Notify assignor of any change of address.

4. Provide assignor with credit application (included in this information package) and at least eight (8) personal references.

5. Provide assignor with original assignment agreement.

6. Receive all manuals, warranties and other information pertaining to the vehicle. Keep warranty in the name of assignor.

7. It will be the assignee's responsibility to pay for and keep current the collision and liability insurance, property tax, inspections, permits, and other taxes or fees pertaining to the vehicle.

8. Maintain the vehicle in excellent working condition as described in the owner's manual.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS. That the undersigned of the County of _____ State of _____ being the Registered Owner of the above, described motor vehicle, does hereby make, constitute and appoint _____ of _____ County, State of _____ true and lawful attorney in fact to sign in the name, place and stead of the undersigned, any Certificate of Ownership issued by the Department of Motor Vehicles of the State, covering the motor vehicle described above in whatever manner necessary to transfer any registration of said motor vehicle. Granting and giving unto said attorney in fact full authority and power to do and perform any and all other acts necessary or incident to the execution of the powers herein expressly granted with power to do and perform acts authorized hereby, as fully to all intents and purposes as the grantor might, or could do if personally present, with full power of substitution.

IN TESTIMONY WHEREOF. the undersigned has hereunto

set _____ hand _____ this _____ day of _____, 19____

(PLACE NOTARY SEAL HERE)

X _____ Subscribed and sworn to before me

X _____ this _____ day of _____, 19____

Witness: _____

Address: _____

Notary Public in and for the County of _____ State of _____.

UNIFORM COMMERCIAL CODE

Article 9 Section 311. Alienability of Debtor's Rights: Judicial Process

The debtor's rights in collateral may be voluntarily or involuntarily transferred (by way of sale, creation of a security interest, attachment, levy, garnishment or other Judicial process) notwithstanding a provision in the security agreement prohibiting any transfer or making the transfer constitute a default.