

INSTRUCTIONS FOR USE OF FORMS

In every case, whether purchasing outright from a customer or receiving a piece of equipment in trade, Dealers need to make sure that the equipment they receive is not subject to any liens.

1. Form 1-This form is the starting point and should be used in all cases. This is a statement from the customer as to what liens exist. **THIS IS NOT A SUBSTITUTE FOR CHECKING THE SECRETARY OF STATE'S WEBSITE.**
2. Form 2- This form should be used in all cases where there is a lien. It is an authorization of the lender to speak with the dealer.
3. Form 3- This form can be used by the LENDER to advise the Dealer as to whether the lien exists and what payment the lender requires in order to issue a release.
4. Form 4- This form can be used to request the LENDER to release the collateral as the result of agreed upon payment.
5. Form 5- This form can be used to request the LENDER to release the collateral upon agreement that there will be no payment.
6. Form 6- This form can be used by the Lender to inform the Dealer that the equipment is NOT collateral. In many cases the collateral may be vaguely described such as "farm equipment." This protects the Dealer from lenders claiming collateral as part of such vague descriptions.

Form 1
Certification As To Security Interest by
CUSTOMER

By signature below, under penalties of perjury, I, on behalf of [INSERT NAME OF CUSTOMER], (“Seller”) certify that the _____ [DESCRIPTION OF EQUIPMENT] (the “Equipment”) [strike A or B below- whichever does not apply]

- A. is owned by Seller free and clear of any security interest held by any lender; or
- B. serves as collateral for a loan issued by _____ [NAME OF LENDER].

I acknowledge that _____ [NAME OF DEALERSHIP] will rely on the truthfulness of this certification in purchasing the equipment and/or accepting the Equipment as a trade-in on other equipment.

Dated this ____ day of _____, 20__.

IF CUSTOMER IS AN INDIVIDUAL:

IF CUSTOMER IS A BUSINESS ENTITY:

SIGNATURE

NAME OF BUSINESS ENTITY

PRINTED NAME

SIGNATURE OF AUTHORIZED INDIVIDUAL

PRINTED NAME

TITLE [OFFICE]

Form 2

Authorization for Lender to Provide Information to Dealer

To Whom it May Concern:

By signature below I, on behalf of [INSERT CUSTOMER NAME] (“Seller”) authorize you to provide the representatives of _____ [DEALER NAME] with whatever information they request regarding any and all loans secured by _____ [DESCRIPTION OF EQUIPMENT] (the “Equipment”).

Such requested information may include, but is not necessarily limited to, the amount of payment you would require to release the Equipment from your security interest.

This Authorization shall expire ten (10) business days following the date indicated below.

Dated this ____ day of _____, 20__.

IF CUSTOMER IS AN INDIVIDUAL:

IF CUSTOMER IS A BUSINESS ENTITY:

SIGNATURE

NAME OF BUSINESS ENTITY

PRINTED NAME

SIGNATURE OF AUTHORIZED INDIVIDUAL

PRINTED NAME

TITLE [OFFICE]

Form 3
Payoff Letter-To Be Issued by Lender

To: _____ [NAME OF DEALERSHIP]

In response to your recent inquiry regarding the loan secured by _____
[DESCRIPTION OF EQUIPMENT] (the "Equipment") please be advised as follows:

1. The Equipment serves as collateral for Loan Number _____
[INSERT LOAN NUMBER].
2. In return for receipt of payment of _____ [INSERT AMOUNT OF
REQUIRED PAYMENT], by _____ [INSERT DATE] the security
interest held by the undersigned will be released. If payment is made after
_____ [INSERT DATE] the amount of payment necessary for the
undersigned to release the security interest held in the Equipment shall increase by
_____ [INSERT AMOUNT] per day.
3. Payment shall be considered received upon the receipt of a cashier's check or receipt of a
wire transfer of funds. If payment is to be made by wire transfer of funds, please contact
the undersigned for wiring instructions.
4. An amendment to the description of the collateral subject to the security interest held by
the undersigned that excludes the Equipment will be issued and filed as soon as
practicable after payment has been received.
5. The terms and conditions of this document shall be valid for _____ [INSERT
NUMBER OF BUSINESS DAYS] business days following the date hereof.

Dated this _____ day of _____, 20____.

[INSERT NAME OF LENDER]

By: _____
Authorized officer

Form 4
Request for Amendment of UCC Filing
WITH payment

OPTION 1- IF PAYMENT IS IN THE FORM OF A CASHIER'S CHECK

To: _____ [NAME OF FINANCIAL INSTITUTION]:

In accordance with prior communication with you, enclosed you will find a payment in the amount of _____ [AMOUNT]. Please file an amendment to the UCC filing currently on file with the Secretary of State to exclude _____ [DESCRIPTION OF EQUIPMENT] (the "Equipment") from the description of the collateral on _____ [DESCRIBE UCC INSTRUMENT] as soon as practicable.

Dated this ____ day of _____, 20__.

[NAME OF DEALERSHIP]

OPTION 2- IF PAYMENT IS IN THE FORM OF A WIRE TRANSFER

To: _____ [NAME OF FINANCIAL INSTITUTION]:

In accordance with prior communication with you, you have received a wire transfer in the amount of _____ [AMOUNT] please file an amendment to the UCC filing currently on file with the Secretary of State to exclude _____ [DESCRIPTION OF EQUIPMENT] (the "Equipment") from the description of the collateral on _____ [DESCRIBE UCC INSTRUMENT] as soon as practicable.

Dated this ____ day of _____, 20__.

[NAME OF DEALERSHIP]

FORM 5

Request for Amendment of UCC Filing

(without payment)

To: _____ [NAME OF FINANCIAL INSTITUTION]:

In accordance with prior communication with you, you are hereby requested to file an amendment to the UCC filing currently on file with the Secretary of State to exclude _____ [DESCRIPTION OF EQUIPMENT] (the "Equipment") from the description of the collateral on _____ [DESCRIBE UCC INSTRUMENT] as soon as practicable.

Dated this ____ day of _____, 20__.

[NAME OF DEALERSHIP]

Form 6

Certification of NO Interest

By signature below, under penalties of perjury, on behalf of _____ [INSERT NAME OF LENDER], I certify that _____ [INSERT NAME OF LENDER] has no right, title or any other interest (including, without limitation, a lien or security interest) the equipment described below (the "Equipment"):

[INSERT DESCRIPTION OF EQUIPMENT]

I acknowledge that _____ [NAME OF DEALERSHIP] will rely on the truthfulness of this certification in purchasing the Equipment and/or accepting the Equipment as a trade-in on other equipment.

Dated this ____ day of _____, 20____.

NAME OF LENDER

SIGNATURE OF AUTHORIZED INDIVIDUAL

PRINTED NAME

TITLE [OFFICE]