



# NOTICE TO 3<sup>RD</sup> PARTY LIENHOLDER - PAYOFF ENDORSEMENT

(R2 / 05-13)

## NOTICE TO 3<sup>RD</sup> PARTY LIENHOLDER:

1. Indiana Code 9-32-4-1 provides a dealer a \$100 claim against a 3<sup>rd</sup> party for initial non-delivery of title. It further provides that if the failure continues for ten (10) business days after the dealer gives the 3<sup>rd</sup> party a written notice of the failure, the dealer is entitled to claim for all damages sustained by the dealer in rescinding the dealer's sale with the purchaser, including the dealer's reasonable attorney's fees. (See "Notice to Customer" below.) *NOTE: If you have a lien on an Indiana title, you are subject to Indiana law regarding same Indiana title.*
2. **ATTACHED IS A PAYOFF OF A VEHICLE ACCOUNT. BY ENDORSING AND/OR NEGOTIATING THIS INSTRUMENT, PAYEE WARRANTS THAT** (1) It has released all liens it may hold on the vehicle referenced on the face hereof; (2) **there are no other liens on said vehicle held by any other entity;** (3) **the title is not a SALVAGE, REBUILT, FLOOD or otherwise "branded" title;** and (4) it will timely deliver a clear and transferable certificate of title to the drawer of this instrument. **BREACH OF THESE TERMS PROVIDES DEALER WITH THE RIGHT TO RECOVER ALL LOSSES AND DAMAGES ALLOWED BY INDIANA LAW. IF THE PAYOFF AMOUNT IS INCORRECT OR HAS CHANGED – NOTIFY THE PAYOR AS SOON AS POSSIBLE.**
3. Trade-In/Payoff Information: Vehicle Yr. \_\_\_\_\_ Vehicle Make \_\_\_\_\_ V.I.N. # \_\_\_\_\_  
 Title # \_\_\_\_\_ Issue Date: \_\_\_\_\_ Sale Date: \_\_\_\_\_  
 Titled Owner(s) Name: \_\_\_\_\_ Acct.# : \_\_\_\_\_

### DEALER AFFIDAVIT RECAP

I affirm, under the penalties for perjury, that all of the following are true:

- (1) That I am a dealer licensed under IC 9-32-11-1.
- (2) That I cannot deliver a valid certificate of title to the retail purchaser of the vehicle described in paragraph (3) at the time of sale of the vehicle to the retail purchaser. The identity of the previous seller or transferor is \_\_\_\_\_.  
 Payoff of lien was made on (date) \_\_\_\_\_ on Check No. \_\_\_\_\_. I expect to deliver a valid and transferable certificate of title not later than (date) \_\_\_\_\_ from (the State of) \_\_\_\_\_ to the purchaser.
- (3) That I will undertake reasonable commercial efforts to produce the valid certificate of title. The vehicle identification number is \_\_\_\_\_.

Name of Dealership:	
By:	Date (month, day, year):

### NOTICE TO THE CUSTOMER

If you do not receive a valid certificate of title within the time specified by this affidavit, you have the right to return the vehicle to the vehicle dealer ten (10) days after giving the vehicle dealer written notice demanding delivery of a valid certificate of title within that ten (10) day period. Upon return of the vehicle to the vehicle dealer in the same or similar condition as when it was delivered to you, the vehicle dealer shall pay you the purchase price plus sales taxes, finance expenses, insurance expenses, and any other amount that you paid to the vehicle dealer.

If a lien is present on the previous owner's certificate of title, it is the responsibility of the third party lienholder to timely deliver the certificate of title in the third party's possession to the dealer not more than ten (10) business days after there is no obligation secured by the vehicle. If the dealer's inability to deliver a valid certificate of title to you within the above-described ten (10) day period results from the acts or omissions of a third party who has failed to timely deliver the certificate of title in the third party's possession to the dealer, the dealer may be entitled to claim against the third party the damages allowed by law.