## **Guaranty**

In consideration of Auction allowing Dealer to buy and sell motor vehicles through Auction, the undersigned, whether one or more, personally covenant guarantee and warrant that the title to each vehicle sold, by Dealer through Auction will be good and will be free and clear of all liens and encumbrances, whatsoever. The undersigned unconditionally agrees to reimburse Auction for any loss, damage, expense, or costs, including attorney's fees, incurred by Auction as a result of breach of the foregoing warranty of title as to any such motor vehicle.

The undersigned further guarantees full payment of any debts of Dealer to Auction, including any checks issued by Dealer or any Dealer's representatives, together with any loss or expense incurred by Auction in collecting or attempting to collect such debt, including attorney fees.

The undersigned acknowledges that Auction shall have the right to refuse to transact business with Dealer, to modify or release any and all collateral security, to extend or change time of payment and to settle or compromise with Dealer without notice to the undersigned and without discharging or affecting the liability of the undersigned hereunder. This guaranty is to be a continuing guaranty and the undersigned herby waives notice of acceptance of this guaranty and presentment, demand, protest and any notice of non-payment or dishonor. The undersigned shall be liable as principal debtor and not merely as surety, and the bankruptcy or any assignment in favor of Creditors of Dealer shall not affect the enforceability of this agreement.

This instrument shall bind the respective heirs, executors, administrators, and assigns of the undersigned, and shall ensure to the benefit of the Auction, its successors, assigned and subrogates.

While there is more than on signatory to this agreement each signatory shall be jointly and severally liable under this agreement.

In witness whereof the undersigned have here	eunto set their hand	ds and seals thisday of
,20		
Witness		Owner's Signature
Witness		Owner's Signature
	Power of Atto	<u>rney</u>
Known all men by these Present,		
		Auction, LLC of Jackson, TN to execute any and all processed through their auction until this Power of
Attorney is revoked by		by written notice to Dealer Connect Auto Auction
LLC of Jackson, TN.		
Authorized Signature		
Sworn to and Subscribed before me this	day of	,20
		Commission Expires:
Notary Public		