

GUARANTEE OF TITLE

This Guarantee of Title dated this _____ day of _____, 2004 by and between American Finance Company, Inc. ("AFCO") and _____ ("Dealer").

For value received, Dealer hereby unconditionally guarantees to AFCO that Dealer shall be responsible to furnish AFCO with a legal and valid vehicle title ("Title") corresponding to a certain sale and financing transaction between Dealer and the purchaser of a vehicle as represented by the following information:

Retail Installment Contract	Vehicle
Borrower(s):	Year:
	Make:
Date:	Model:
Amount Financed:	VIN:

Said Title shall be free and clear of all liens other than a lien by AFCO and shall indicate that the above referenced Borrower(s) is/are the current owner(s). Dealer authorizes AFCO to sign Dealer's name to said Title after obtaining same for the purpose of transfer if unsigned, or not properly signed, by Dealer.

In the event that Dealer does not, for any reason whatsoever, deliver said Title within thirty (30) days of the date hereof, Dealer, at the sole and exclusive direction of AFCO, shall pay AFCO, ON DEMAND, in U.S. currency, the full amount owed on the vehicle pursuant to the above referenced retail installment contract, or give AFCO the option to use its own judgment in obtaining said Title at the expense of Dealer.

Dealer hereby unconditionally guarantees the prompt and full payment of the above referenced retail installment contract up to and until such time as the Title is delivered to AFCO.

In the event of default of the above referenced contract prior to the receipt of the Title by AFCO, the undersigned shall pay to AFCO, on demand, an amount equal to the entire outstanding principal balance plus accrued and unpaid interest.

Dealer agrees to pay all reasonable costs to enforce this Guarantee of Title, including, but not limited to, reasonable attorney's fees.

This agreement supercedes any prior agreements entered into by and between AFCO and Dealer, including, but not limited to, any provisions of the above referenced retail installment contract.

(Print Name of Dealer)

By: _____
(Sign Name)

(Print Name and Title)