

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

.....
DENNIS M. BROWN, County Attorney
for the COUNTY OF SUFFOLK,

Plaintiff/Claiming Authority,

**AFFIDAVIT OF
DEFAULT**

-against-

a _____, VIN No. _____,

_____, and

_____,

Defendant(s),
.....

STATE OF _____)
COUNTY OF _____) ss.:

_____, being duly sworn, deposes and says:

1. I am a _____ (title) for the defendant,

_____ duly authorized to do business in the State of New York.

_____ maintains a place of business at
_____.

I am familiar with the facts and
circumstances set forth based upon my review of the books and records maintained by

_____ that relate to this proceeding.

2. I submit this affidavit in support of _____'S application for
possession of a _____, Vehicle Identification Number _____
(the "Vehicle").

3. On _____, _____ (the "Buyer(s)")
executed a Retail Installment Contract (the "Contract") to finance the purchase of the Vehicle. **A**
copy of the Contract is attached hereto.

4. The Contract was assigned to _____ for value and before maturity. The Contract granted _____ a security interest in the Vehicle, which security interest was duly perfected.

5. The Buyer (s) failed to make his/her/their monthly installment payment due for _____ and each month thereafter, which failure is a default under the Contract. In addition, the Vehicle's seizure by the County of Suffolk on _____, in connection with the arrest of _____ was a default under the Contract found under paragraph _____. On that same date of the Vehicle's seizure by the County, under the Contract the Buyer(s) owed to the Lienholder an outstanding balance of \$ _____. **See attached statement of what is owed to the**

Lienholder.

6. By reason of said default(s), and pursuant to the New York State Uniform Commercial Code § 9-609 (formerly § 9-503) and New York State Vehicle and Traffic Law § 425, _____ is asserting its superior right to possession of the Vehicle as against the subordinate possessory interest of the Buyer(s). Accordingly, _____ is entitled to recover possession of its Vehicle as against the Buyer(s).

7. _____ respectfully requests that it be permitted to effect an immediate repossession of the Vehicle.

8. _____ agrees that the Buyer(s), nor any of his/her/their relatives or persons residing with him/her/them, are entitled to, nor will they be allowed to, reinstate the installment contract, negotiate a new installment contract for this Vehicle or regain possession of this Vehicle from _____ unless a Court having proper jurisdiction otherwise orders.

9. _____ agrees to indemnify and hold harmless the County of Suffolk from any and all claims which may have been made or may be made in the future by the Buyer(s), that the County of Suffolk acted improperly in permitting _____ to recover the Vehicle from the County of Suffolk.

10. All right, title and possessory interest in the Vehicle, presently held by the Suffolk County Attorney's Office under the authority of Suffolk County Code Article II of Chapter 420; Article III of Chapter 818; Article IV of Chapter 818 and/or Article VI of Chapter 818 and Article 13-A of the N.Y.C.P.L.R. will be granted to _____ upon payment of all applicable towing and storage fees due to the impound facility of the seizing agency for each day from the date of seizure until the date of release.

11. _____ will notify and pay the County of Suffolk within thirty days of the sale of the subject vehicle any and all surplus proceeds from the sale of the Vehicle remaining after satisfaction of _____'S lien.

12. Nothing contained herein shall effect or impair the rights, duties and obligations under the Contract as and between _____ and the Buyer(s).

13. Attached please find a copy of both:

i) the Retail Installment Contract, as per paragraph 3 above; and

ii) a billing statement showing what was owed to the Lienholder and outstanding on the date of the Vehicle's seizure, as per paragraph 5 above.

Dated: County, _____
_____, 20__

Signature: _____

Print Name: _____

Print Title: _____

STATE OF _____, COUNTY OF _____: ss:

On this day __ of _____, 20__, before me, the undersigned,

_____, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

RELEASE

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN,

KNOW THAT, _____, duly authorized to do business in the State of New York, with offices located at

_____;

In consideration of the receipt of a _____, Vehicle Identification Number _____ (the "Vehicle"), from the COUNTY OF SUFFOLK, as RELEASEE;

_____, as RELEASOR, hereby releases and discharges the RELEASEE, RELEASEE'S agents, servants, employees, heirs, executors, administrators, successors and assigns from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extends, executions, claims, and demands whatsoever, in law, admiralty or equity, which against the RELEASEE, the RELEASOR, the RELEASOR'S heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may, have for, upon, or reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this RELEASE, with regard to the release of the Vehicle to _____ and the condition of the Vehicle as of the date and time of the Vehicle's seizure, and further agrees:

RELEASOR further represents that it will indemnify and hold harmless the RELEASEE from any and all actions, causes of action, suits, sums of money, accounts, controversies, agreements, promises, damages, judgments, extents, executions, claims, and demands whatsoever, in law or equity, which the owner of the vehicle may bring against the RELEASEE, its successors and assigns, limited and restricted solely to an indemnity for all claims which were raised, or can be raised in the future, concerning a claim that the RELEASEE should not have turned possession of the vehicle and the property contained therein over to the RELEASOR, and any and all claims against any personnel and/or official of the RELEASEE acting within the scope of their employment they should not have turned possession of the vehicle and the property contained therein over to the RELEASOR.

The disposition of this action and this RELEASE are not evidence of nor an admission of any wrongdoing whatsoever by the RELEASEE or RELEASOR. This RELEASE may not be changed orally.

In Witness Whereof, the RELEASOR caused this RELEASE to be executed on the ____ day of _____, 20__.

Signature: _____

Print Name: _____

Print Title: _____

STATE OF _____, COUNTY OF _____: ss:

On this day of _____, 20__, before me, the undersigned, _____, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC