

UNITED STATES BANKRUPTCY COURT

EASTERN DISTRICT OF LOUISIANA

IN RE: § **CASE NO.: 16-10643**
§
CHRISTOPHER MARTIN RIDGEWAY §
§
Debtor § **CHAPTER 11**
§
§ **SECTION “B”**

**MOTION AND MEMORANDUM IN SUPPORT PURSUANT TO §§ 105 AND 363 AND
FED. R. BANKR. P. 6004 TO APPROVE SALE OF THE 2016 MERCEDES BENZ, S-
CLASS AND 2015 FORD SUPER DUTY F350 FREE AND CLEAR OF LIENS,
CLAIMS, INTERESTS AND ENCUMBRANCES**

NOW INTO COURT, through undersigned counsel, comes Christopher Martin Ridgeway, (“Mr. Ridgeway” and/or “Debtor”) in this Chapter 11 Bankruptcy, who files this Motion to Approve Sale of the 2016 Mercedes Benz, S-Class 63amg and 2015 Ford Super Duty F-350, respect represents:

1.

JURISDICTION

This Court has jurisdiction over this matter pursuant to 28 USC §1334(a) and (b) and the Standing Order of Reference of this District.

2.

CORE PROCEEDING

This is a core proceeding pursuant to 28 USC §157(b)(2)(A),(N) and (O).

3.

PROCEDURE

Procedurally, this matter is governed by 11 U.S.C. §363 and Rules 2002, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure.

4.

Christopher Martin Ridgeway filed his voluntary petition for relief herein under Chapter 11 of the United States Bankruptcy Code on or about March 23 2016. The Debtor remains in possession and continues to operate pursuant to Sections 1107 and 1108 of the Bankruptcy Code.

5.

The Debtor listed the 2016 Mercedes Benz, S-Class VIN No.: WDDUG7JB5GA219374 and 2015 Ford Super Duty F-350 DRW VIN NO.: 1FT8W3DTXFEB35540 on Schedule B of his Schedules. The Debtor's value of the portion that he owns in the Schedules on the 2016 Mercedes is \$75,000.00 and the value of the entire property is \$150,000.00 and on the 2015 Ford Super Duty F-350 is \$25,000.00 and the value of the entire property is \$50,000.00.

6.

The Debtor currently has a mortgage with JP Morgan Chase Bank, N.A. ("Chase") in the approximate amount of \$149,206.68 on the 2016 Mercedes and a mortgage with Ford Motor Credit ("Ford") in the approximate amount of \$17,376.97 on the 2015 Ford Super Duty F-350. See Claim Nos. 16 and 5 in globo, as Exhibit "A".

7.

The Debtor has a Bill of Sale of the motor vehicles for the 2016 Mercedes Benz, S-Class, VIN No.: WDDUG7JB5GA219374 and 2015 Ford Super Duty F-350 DRW, VIN NO.: 1FT8W3DTXFEB355402012 in the amount of \$122,000.00 and \$50,000.00 respectively from Park Place Mercedes Ft Worth. See Bill of Sales in globo as Exhibit "B".

8.

The Debtor has reviewed the offer, and has determined that the offer to purchase the 2016 Mercedes Benz, S-Class, VIN No.: WDDUG7JB5GA219374 and 2015 Ford Super Duty F-350 DRW VIN NO.: 1FT8W3DTXFEB355402012 are fair and equitable.

9.

The Debtor seeks approval from the Court for the sale of the 2016 Mercedes Benz, S-Class, VIN No.: WDDUG7JB5GA219374 and 2015 Ford Super Duty F-350 DRW, VIN NO.:

1FT8W3DTXFEB355402012 described in paragraph 7 subject to the lien in favor of Chase and Ford respectively. Chase will be paid from the proceeds of the sale of said 2016 Mercedes S-Claim, with the balance of approximately \$18,000.00 being allocated as a Class 11 claim and paid pursuant to the terms and provisions to the Plan. Ford will be paid in full from proceeds of the sale of said 2015 Ford Super Duty F-350, with approximately \$30,000.00, of the proceeds being deposited into the Escrow Account.

LEGAL AUTHORITY

10.

Section 363(b) (1) of the Bankruptcy Code provides, in relevant part, that a debtor, “after notice and hearing, may use, sell or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b). Although § 363 of the Bankruptcy Code does not set forth a standard for determining when it is appropriate for a court to authorize the sale or disposition of a debtor’s assets, a sale of a debtor’s assets should be authorized when there is an articulated business justification for doing so. *See Licensing by Paolo v. Sinatra (In re Gucci)*, 126 F. 3d 380, 387 (2nd Cir. 1997); *see also In re Schipper*, 933 F.2d 513, 515 (7th Cir. 1991); *In re Telesphere Communications, Inc.*, 179 B.R. 544, 552 (Bankr. N.D. Ill. 1994); *Committee of Equity Sec. Holders v. Lionel Corp (In re Lionel Corp.)*, 722 F. 2d 1063, 1070 (2nd Cir. 1983).

11.

Whether a transaction has a sufficient articulated business justification depends on the facts of the case. *See In re Continental Airlines, Inc.*, 780 F. 2d 1223, 1226 (5th Cir. 1986). A bankruptcy court should consider “all salient factors pertaining to the proceeding and, accordingly, act to further the diverse interests of the debtor, creditors and equity holders alike.” *Continental*, 780 F.2d at 1226; *Lionel*, 722 F. 2d at 1071. Relevant factors may include: “the proportionate value of the asset to the estate as a whole; the amount of elapsed time since the filing; the likelihood that a plan of reorganization will be proposed and confirmed in the near future, the effect of the proposed disposition on the future plan of reorganization; the amount of the proceeds

to be obtained from the sale versus appraised values of the property; and whether the asset is decreasing or increasing in value.” See *Continental*, 780 F. 2d at 1226; *Lionel*, 722 F. 2d at 1071.

12.

When applying the “business judgment” standard courts show deference to a debtor’s business decisions. See, e.g. *In re Tom’s Foods Inc.*, 2005 WL 3022022, *2 (Bankr. M.D. Ga. 2005) (“courts are loath to interfere with corporate decisions absent a showing of bad faith, self-interest, or gross negligence”); *Atkins v. Hibernia Corp.*, 182 F.3d 320, 324 (5th Cir. 1999); *GBL Holding Co., v. Blackburn/Travis/Cole, Ltd. (In re State Park Bldg. Group, Ltd.)*, No. Civ. A. 3:04-CV-2411-M, 2009 WL 440379, *2 (N.D. Tex. Feb. 23, 2009) (“great judicial deference is given to [the debtor in possession’s] exercise of business judgment.

13.

The Debtor has determined that approval of the Sales is the best way to maximize the value of the Debtor’s estate for the benefit of all constituencies. The Debtor has proposed in the Plan filed to utilize the proceeds from the sale of these motor vehicles for payment for claims of Chase and Ford, with the excess to other creditors.

14.

Based on the foregoing, the Debtor has determined in his sound business judgment that the sale of the motor vehicles on the terms and conditions set forth herein are fair and reasonable and in the best interest of the Debtor’s estate, his creditors, and all parties in interest.

15.

Under § 363(f) of the Bankruptcy Code, a trustee may sell property free and clear of any lien, claim or interest in such property if, among other things:

- (i) applicable non-bankruptcy law permits sale of such property free and clear of such interest;
- (ii) such entity consents;
- (iii) such interest is a lien and the price at which the property is sold is\ greater than all liens on such property;

- (iv) such interest is in bona fide dispute; or
- (v) such entity could be compelled, in a legal or equitable proceeding, to accept money satisfaction of such interest.

16.

Because §363(f) of the Bankruptcy Code is drafted in the disjunctive, satisfaction of a any one of its five requirements is sufficient to permit the sale to be free and clear of all liens, claims, encumbrances, and interests (each, an “Interest”, and collectively, the “Interests”). Here a “free and clear” sale is warranted because, one or more of the standards set forth in §§ 363(f)(1)-(5) of the Bankruptcy Code will be satisfied.

17.

Section of 363(m) of the Bankruptcy Code provides that:

“The reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease of property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale or lease where stayed pending appeal.

11 U.S.C. § 363(m).

18.

The terms and conditions of the sales were negotiated by the Debtor and Park Place Mercedes Ft Worth (“Park Place”) at arm’s length and in good faith. The owners and/or employees of Park Place are not related to the Debtor or have an interest in the Debtor or otherwise affiliated with the Debtor. Moreover, Park Place, its owner and/or employees, are not an “insider” of the Debtor within the meaning of § 101(31) of the Bankruptcy Code, and is not controlled by, or acting on behalf of, any insider of the Seller. *See, e.g. In re After Six, Inc.*, 154 B.R. 876, 883 (Bankr. E.D. Pa. 1993). Accordingly, the Debtor requests that the Court determine

that Park Place to be acting in good faith and entitled to the protections of a good faith purchaser under §363(m) of the Bankruptcy Code.

19.

The Debtor further suggests that the sales of the 2016 Mercedes Benz, S-Class, VIN No.: WDDUG7JB5GA219374 and 2015 Ford Super Duty F-350 DRW, VIN NO.: 1FT8W3DTXFEB355402012 are in the interest of the Estate as retaining the motor vehicles would require the Estate to incur additional expenses for maintenance and insurance on same.

WHEREFORE, Christopher Martin Ridgeway, prays that:

1. After such notice and hearing as the Court may deem appropriate, that an Order be entered authorizing the Debtor to sell the 2016 Mercedes Benz, S-Class, 5,600 miles VIN No.: WDDUG7JB5GA219374 subject to the lien of JP Morgan Chase Bank to be paid from the proceeds of the sale of said motor vehicle, and the balance to be classified in Class 11 of the Plan and paid pursuant to the terms and provisions set forth in the Plan and to sell the 2015 Ford Super Duty F-350 DRW, VIN NO.: 1FT8W3DTXFEB355402012 subject to the lien of Ford Motor Credit to be paid in full from the proceeds of the sale of motor vehicle and all excess proceeds to be held in the Escrow Account with payments to Allowed claims pursuant to the terms and provisions of the Plan;
2. That Chase Auto Finance as holder of the lien on the 2016 Mercedes Benz, S-Class amg be directed and ordered to surrender its lien and release the title on same upon receipt of the \$122,000.00 from Park Place Mercedes Ft. Worth;
3. That Park Place Mercedes Ft. Worth be deemed to be a good faith purchaser and entitled to the protections of §363 (m); and;
4. For such other and further relief to which he may be entitled in law and equity.

Respectfully submitted,

ADAMS AND REESE LLP

/s/ Robin B. Cheatham

Robin B. Cheatham, LA Bar No. 4004
Scott R. Cheatham, LA Bar NO. 31658
4500 One Shell Square
701 Poydras Street, suite 4500
New Orleans, LA 70139
Telephone: (504) 581-3234
Facsimile: (504) 566-0210
Email: robin.cheatham@arlaw.com
Email: scott.cheatham@arlaw.com
Attorneys for Christopher Martin Ridgeway

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above foregoing pleading has been served on all parties listed below via the court's electronic filing, CMEF and on all parties listed on the attached mailing matrix by placing a copy of same in the United States mail, first class, pre-paid and properly addressed on this 22nd day of September, 2016.

- Robin B. Cheatham cheathamrb@arlaw.com, vicki.owens@arlaw.com;mary.cuenca@arlaw.com
- Arthur S. Mann arthur@SundmakerFirm.com
- Tristan E. Manthey tmanthey@hellerdraper.com, cnobles@hellerdraper.com;kfritscher@hellerdraper.com;lbush@hellerdraper.com
- Patrick L. McCune patrick.mccune@arlaw.com, victoria.zellers@arlaw.com
- Cherie D. Nobles cnobles@hellerdraper.com, lbush@hellerdraper.com;kfritscher@hellerdraper.com
- James B Sowka jsowka@seyfarth.com, crussell@seyfarth.com;chidocket@seyfarth.com
- Office of the U.S. Trustee USTPRegion05.NR.ECF@usdoj.gov
- David F. Waguespack waguespack@carverdarden.com, docket@carverdarden.com;plaisance@carverdarden.com
- Stacy C. Wheat bankruptcy@gra-arc.com, swheat@gra-arc.com

/s/Robin B. Cheatham

Robin B. Cheatham

Label Matrix for local noticing
053L-2
Case 16-10643
Eastern District of Louisiana
New Orleans
Thu Sep 22 11:31:03 CDT 2016

Ally Bank
1027 Ninth Street
New Orleans, LA 70115-2357

Ford Motor Credit Company
1027 Ninth Street
New Orleans, LA 70115-2357

Hancock Bank
c/o Jones Walker LLP
Brandon K. Black
8555 United Plaza Blvd
Baton Rouge, LA 70809-7028

M&T Bank
c/o Graham, Arceneaux & Allen, LLC
639 Loyola Avenue
Suite 1800
New Orleans, LA 70113-3186

Patrick J. Gros, CPA
Patrick J. Gros, CPA, APAC
651 River Highland Blvd, Suite A
Covington, LA 70433-8987

United States Bankruptcy Court
Eastern District of Louisiana
Hale Boggs Federal Building
500 Poydras Street, Suite B-601
New Orleans, LA 70130-3319

Ally
P. O. Box 78234
Phoenix, AZ 85062-8234

Ally Bank
PO Box 130424
Roseville MN 55113-0004

American Express
P. O. Box 650448
Dallas, TX 75265-0448

American Express Bank FSB
c/o Becket and Lee LLP
PO Box 3001
Malvern PA 19355-0701

American Express Centurion Bank
c/o Becket and Lee LLP
PO Box 3001
Malvern PA 19355-0701

American Express Centurion Bk
c/o Becket and Lee, LLP
P.O. Box 3001
Malvern, PA 19355-0701

Bank of America
P. O. Box 851001
Dallas, TX 75285-1001

Chase Auto Finance
P. O. Box 9001083
Louisville, KY 40290-1083

Chase Cardmember Services
P. O. Box 94014
Palatine, IL 60094-4014

Ebsco Gulf Coast Development
9580 East County Highway 30a
Panama City Beach, FL 32461

Ford Motor Credit
P. O. Box 790093
Saint Louis, MO 63179-0093

(p)FORD MOTOR CREDIT COMPANY
P O BOX 62180
COLORADO SPRINGS CO 80962-2180

Fowler Rodriguez Flint Gray McCoy
& Sullivan LLP
400 Poydras St., 30th Floor
New Orleans, LA 70130-3245

Hancock Bank
228 St. Charles Avenue
New Orleans, LA 70130-2601

Office of the U.S. Trustee
400 Poydras Street, Suite 2110
New Orleans, LA 70130-3238

Harold A. Asher CPA, LLC
400 Poydras Street, Suite 2640
New Orleans, LA 70130-3248

Harold A. Asher, CPA, LLC
433 Metairie Road
Metairie, LA 70005-4325

Christopher Martin Ridgeway
579 Woodvine Ave.
Metairie, LA 700005-4443

Howmedica Osteonics, Corp.
Attn: Mr. Justin K. Beyer
325 Corporate Drive
Mahwah, NJ 07430-2006

Internal Revenue Service
Centralized Insolvency Operation
P. O. Box 7346
Philadelphia, PA 19101-7346

(p)INTERNAL REVENUE SERVICE
CENTRALIZED INSOLVENCY OPERATIONS
PO BOX 7346
PHILADELPHIA PA 19101-7346

JPMorgan Chase Bank, N.A.
National Bankruptcy Department
P.O. Box 29505 AZ1-1191
Phoenix, AZ 85038-9505

Jefferson Parish Revenue and Taxation
1233 Westbank Expressway
4th Floor
Harvey, LA 70058-4462

Case 16-10643 Doc 222
Khoury & Vogt Architects, P.A.
c/o Brice D. Partington
P. O. Box 13010
Pensacola, FL 32591-3010

Doc 222

Filed 09/22/16 Entered 09/22/16 15:52:25
Page 9 of 9
Legendary Marine
4601 Legendary Marina Drive
Destin, FL 32541-6300

Main Document
Louisiana Department of Revenue
Collection Division/Bankruptcy Section
P. O. Box 66658
Baton Rouge, LA 70896-6658

(p)M&T BANK
LEGAL DOCUMENT PROCESSING
1100 WHERLE DRIVE
WILLIAMSVILLE NY 14221-7748

Mr. David J. Gass\ Mr. Andrew Portinga
Miller, Johnson, Snell & Cumiskey,
250 Monroe Avenue NW Suite 800
Grand Rapids, MI 49503-2283

Yard Barn
P. O. Box 731
Mahwah, NJ 07430-0731

Mr. George J. Fowler\Mr. Luis Llamas
Fowler Rodriguez
400 Poydras Street, 30th Floor
New Orleans, LA 70130-3245

Mr. Michael D. Wexler
Mr. Justin K. Beyer
Sefarth Shaw LLP
131 S. Dearborn Street, Suite 2400
Chicago, IL 60603-5863

Patrick P. Pilcher
Walton County Property Taxes
31 Coastal Centre Blvd., Ste.600
Santa Rosa Beach, FL 32459-0505

Patrick P. Pilcher
Walton County Property Taxes
South Walton Office
31 Coastal Centre Blvd., Suite 600
Santa Rosa Beach, FL 32459-0505

Stephanie Ridgeway
579 Woodvine Avenue
Metairie, LA 70005-4443

Stryker Corporation
Atten: Mr. Justin K. Beyer
2825 Airview Blvd.
Portage, MI 49002-1802

TD Retail Card Services
c/o Creditors Bankruptcy Service
P.O. Box 800849
Dallas, TX 75380-0849

(p)US BANK
PO BOX 5229
CINCINNATI OH 45201-5229

Fill in this information to identify the case:

Debtor 1 CHRISTOPHER MARTIN RIDGEWAY

Debtor 2 _____
 (Spouse, if filing)

United States Bankruptcy Court for the: Eastern District of Louisiana

Case number 16-10643

Official Form 410
Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor? JPMorgan Chase Bank, N.A.
 Name of the current creditor (the person or entity to be paid for this claim)
 Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?
 No
 Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?
 Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent? <u>JPMorgan Chase Bank, N.A. National Bankruptcy Department</u> Name <u>P.O. Box 29505 AZ1-1191</u> Number Street <u>Phoenix, AZ 85038-9505</u> City State ZIP Code Contact phone <u>(877) 905-0908</u> Contact email _____	Where should payments to the creditor be sent? (if different) <u>JPMorgan Chase Bank, N.A. National Bankruptcy Department</u> Name <u>P.O. Box 901032</u> Number Street <u>Fl. Worth, TX 76101-2032</u> City State ZIP Code Contact phone <u>(877) 905-0908</u> Contact email _____
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. Does this claim amend one already filed?
 No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____
 MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?
 No
 Yes. Who made the earlier filing? _____

Exhibit "A"

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 2 9 0 2

7. How much is the claim? \$ 149,206.68. Does this amount include interest or other charges? No Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.
Credit Extended

9. Is all or part of the claim secured? No Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: VIN WDDUG7JB5GA219374
2016 MERCEDES-BENZ - S CLASS
Basis for perfection: See Attached Legal Documents
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ 147,257.00
Amount of the claim that is secured: \$ 147,257.00
Amount of the claim that is unsecured: \$ 1,949.68 (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ 0.00
Annual Interest Rate (when case was filed) 3.99 %
 Fixed
 Variable

10. Is this claim based on a lease? No Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check all that apply:

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date

7/20/16
MM / DD / YYYY

Angela Encinas
Signature

Print the name of the person who is completing and signing this claim:

Name ANGELA ENCINAS

First name Middle name Last name

Title Special Credits Sr Specialist

Company JPMorgan Chase Bank, N.A.

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address P.O. Box 29505 AZ1-1191

Number Street

Phoenix, AZ 85038-9505

City State ZIP Code

Contact phone (877) 905-0908 Email _____

Buyer Name and Address: ERIC MARTIN RIDGEWAY, 23 LAGAZA COURT, ALTA BACH, FLORIDA, 32413

Co-Buyer Name and Address: MERCEDES-BENZ OF SARASOTA, 4754 LARK RD., SARASOTA, FL 34233

Vehicle Information: Year: 2016, Make: MERCEDES, Model: S-CLASS, Weight: N/A, Vehicle Identification Number: M0007J056A219374

Primary Use: Personal, Family, or Household Use

You agree that we advised you whether, based on our knowledge, the vehicle was stolen, registered, or used as a tax cab, police vehicle, short term rental or a vehicle that is rebuilt or reconstructed from parts, a kit car, a replica, a flood vehicle, or a manufacturer buy back.

FEDERAL TRUTH-IN-LENDING DISCLOSURE

ANNUAL PERCENTAGE RATE	FINANCIAL CHARGE	Amount Financed	Payments	Total Cash Price
3.99 %	\$ 17173.02	\$ 161197.98	\$ 178371.00	\$ 178371.00

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
60	\$ 2972.85	Monthly beginning 11/22/2015

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price (including \$ 15.00 sales tax)	\$ 152,293.70
2. Total Discount	\$ 25,000.00
3. Total Finance Charge	\$ 16,119.78
4. Total Cash Price	\$ 142,393.70
5. Total Cash Price	\$ 142,393.70
6. Total Cash Price	\$ 142,393.70
7. Total Cash Price	\$ 142,393.70
8. Total Cash Price	\$ 142,393.70
9. Total Cash Price	\$ 142,393.70
10. Total Cash Price	\$ 142,393.70
11. Total Cash Price	\$ 142,393.70
12. Total Cash Price	\$ 142,393.70
13. Total Cash Price	\$ 142,393.70
14. Total Cash Price	\$ 142,393.70
15. Total Cash Price	\$ 142,393.70
16. Total Cash Price	\$ 142,393.70
17. Total Cash Price	\$ 142,393.70
18. Total Cash Price	\$ 142,393.70
19. Total Cash Price	\$ 142,393.70
20. Total Cash Price	\$ 142,393.70

OPTIONAL GAP CONTRACT

I want to buy a gap contract. Yes No

Buyer Signs: _____

OPTIONAL VEHICLE INSURANCE

I want to purchase optional vehicle insurance. Yes No

Buyer Signs: _____

Trade-In Vehicle

Year	Make	Model	MSRP	Trade-In Value
2014	PORSCHE	911	\$ 140,000.00	\$ 130,000.00

Trade-In Vehicle

Year: 2014, Make: MERCEDES, Model: B230, MSRP: \$ 110,000.00, Trade-In Value: \$ 102,500.00

Buyer Signs: _____

SELLER'S RIGHT TO CANCEL

If Buyer and Co-buyer sign here, the provisions of the Seller's Right to Cancel section on the back, which gives the Seller the right to cancel if Seller is unable to assign this contract within 20 days, will apply. If you fail to return the vehicle within 48 hours after receipt of the notice of cancellation, you agree to pay Seller a charge of \$ 33.00 per day from the date of cancellation until the vehicle is returned or repossessed.

Buyer Signs: _____

NO COOLING OFF PERIOD

Starts new does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the vehicle is damaged or if the vehicle is not as described. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

THE ANNUAL PERCENTAGE RATE MAY BE NEGOTIABLE WITH THE SELLER. THE SELLER MAY ASSIGN THIS CONTRACT AND RETAIN THE RIGHT TO RECEIVE A PART OF THE FINANCE CHARGE.

HOW THE CONTRACT CAN BE CHANGED: The contract contains the terms of the loan. Any change to the contract must be in writing and we must sign it. We do not charge for writing. Buyer Signs: _____

NOTICE TO THE BUYER: (a) Do not sign this contract before you read it or if it contains any blank spaces. (b) You are entitled to an exact copy of this contract when you sign. Keep it to protect your legal rights.

You agree to the terms of this contract. You confirm that before you signed this contract, you gave it to you, and you were free to take it and review it. You acknowledge that you have read both sides of this contract, including the arbitration provision on the reverse side, before signing below. You certify that you received a completely filled-in copy when you signed it.

Buyer Signs: _____ Date: 08/15/15

Other Signatures: MERCEDES-BENZ OF SARASOTA, 11/08/15

Seller Signs: _____

Insurance: You may buy the optional damage insurance that the lender requires. You may buy the optional theft insurance that the lender requires. You may buy the optional comprehensive insurance that the lender requires. You may buy the optional collision insurance that the lender requires. You may buy the optional gap insurance that the lender requires. You may buy the optional rental car reimbursement insurance that the lender requires. You may buy the optional towing and labor insurance that the lender requires. You may buy the optional roadside assistance insurance that the lender requires. You may buy the optional vehicle service contract that the lender requires. You may buy the optional extended warranty that the lender requires. You may buy the optional maintenance plan that the lender requires. You may buy the optional tire and wheel protection that the lender requires. You may buy the optional paint and body protection that the lender requires. You may buy the optional interior protection that the lender requires. You may buy the optional exterior protection that the lender requires. You may buy the optional undercarriage protection that the lender requires. You may buy the optional engine and transmission protection that the lender requires. You may buy the optional battery protection that the lender requires. You may buy the optional air conditioning protection that the lender requires. You may buy the optional power windows protection that the lender requires. You may buy the optional power locks protection that the lender requires. You may buy the optional power mirrors protection that the lender requires. You may buy the optional power seats protection that the lender requires. You may buy the optional power windows protection that the lender requires. You may buy the optional power locks protection that the lender requires. You may buy the optional power mirrors protection that the lender requires. You may buy the optional power seats protection that the lender requires.

Other Optional Insurance:

Comprehensive Collision Gap Rental Car Reimbursement Towing and Labor Roadside Assistance Vehicle Service Contract Extended Warranty Maintenance Plan Tire and Wheel Protection Paint and Body Protection Interior Protection Exterior Protection Undercarriage Protection Engine and Transmission Protection Battery Protection Air Conditioning Protection Power Windows Protection Power Locks Protection Power Mirrors Protection Power Seats Protection

Other Optional Insurance:

Comprehensive Collision Gap Rental Car Reimbursement Towing and Labor Roadside Assistance Vehicle Service Contract Extended Warranty Maintenance Plan Tire and Wheel Protection Paint and Body Protection Interior Protection Exterior Protection Undercarriage Protection Engine and Transmission Protection Battery Protection Air Conditioning Protection Power Windows Protection Power Locks Protection Power Mirrors Protection Power Seats Protection

LIABILITY INSURANCE COVERAGE FOR RENTAL CAR AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT.

Buyer Signs: _____

LIABILITY INSURANCE COVERAGE FOR RENTAL CAR AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT.

Buyer Signs: _____

LIABILITY INSURANCE COVERAGE FOR RENTAL CAR AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT.

Buyer Signs: _____

Vehicle Information Check

Vehicle Information:			
Vehicle Identification Number:	WDDUG7JB5GA219374	Year/Make:	2016 MERCEDES-BENZ FOR CARS AND VANS
Previous Title State:		Registration Expiration Date:	1/16/2017
Title:	120529217	Title Issue Date:	10/28/2015
Title Status:	ACTIVE	Title Print Date:	11/2/2015
Odometer Reading/Status:	12 ACTUAL MILEAGE	Odometer Date:	10/8/2015
Color:	BLACK	Vehicle Type:	AUTO
Net Weight:	4,682	Owner Information:	1 owner
Electronic Title with Electronic Lien		Salvage:	
Brands:			

Lien Information			
Name	Address	Date	Receipt Date
JPMORGAN CHASE BANK,NA	PO BOX 901033 FORT WORTH, TX 76101- 2033	10/08/2015	10/28/2015

If any of the information on this record needs to be corrected, please contact your [tax collector](#) and complete appropriate paperwork to update the record.
If you have lost or misplaced your title and need to apply for a duplicate, [click here](#) for the form and instructions.

PAST DUE AMT	\$0.00
LT CHG DUE	\$0.00
FEES DUE	\$0.00
ARREARAGES (as of bk file date)	\$0.00

TERM CHARGE (Leases only) not part of arrearages	
-----------------------------------------------------	--

PAYOFF (as of bk file date)	\$149,206.68
-----------------------------	--------------

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AMAI CIGA 05/13/16 ACCOUNT INQUIRY 11:49:27

CTL2 001 CTL3 000 CTL4 0000 ACCT 2902 EFF DATE 03/23/16
 CTL2 001 CTL3 000 CTL4 0000 CUST ACTIVE ACCOUNT
 SIMPLE INT - FIXED RATE
 PAYOFF 149206.68 ***** RATES ***** AUTO DR N
 ORIG LOAN AMT 161197.98 CURR RATE 3.9900000 PROD TYPE IRFC
 ORIG PROCEEDS 161197.98 ORIG RATE 3.9900000 PRIM OFFICER 290
 LT CHG DUE 0.00 PER DIEM 16.2659741 GL KEY 01 001 3493 1
 FEES DUE 0.00 ***** DATES ***** CALL CODE 06B0
 CURRENT PRIN 149206.68 CONTRACT DATE 10/08/15 ***** REPAYMENTS *****
 CURRENT INT 0.00 CURR MATURITY 10/22/20 CURR TERM 60
 ***** CLOSED DATE PYMTS MADE 5
 REG PYMT AMT 2972.85 NEXT DUE DATE 04/22/16 PYMTS REM 55
 NEXT DUE AMT 2972.85 PAST DUE DATE 04/22/16 MONTHS EXTD 000 REN N
 PAST DUE AMT 0.00 LAST MAINT DT 03/18/16 YTD INT COLL 1939.02
 ***** LST BAL CHG DT 03/23/16 INT COL PREV 933.93
 ***** CREDIT HIST *****
 CHRISTOPHER M RIDGEWAY 010 030 060 090 120 150
 23 LAGARZA CT 000 000 000 000 000 000
 COLLATERAL
 PANAMA CITY BEACH FL 32413-8214 CODE: AU
 PH DESC: 2016 MERCED S63AMG
 PF3-ADDL INFO PF9-CUST INFO PF10-ENDORSER INFO

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RIDGEWAY, CHRISTOPHER M
 23 LAGARZA CT
 PANAMA CITY BEACH, FL 32413

Retail (ALA)
 SOUTHEAST REGION

Account: 1 2902 RDQ: 8676
 Active
 BK PHX-State Mismatch-C /
 ENCINASA

Product: Simple Interest Loan

> | Deceased | Breakdown | Insurance | Fraud | Replevin | SkipTrace | IMS Info

Retail Note Summary		Insurance Premiums		Payment Summary		Disbursement Summary	
MSRP/Inv	\$147,257.00	Cred Life	\$0.00	Orig Term	60 Mths	Disb Type	
Dir Options	\$0.00	A & H	\$0.00	Orig Apr	3.99	Disb Amt	\$0.00
Adj Msrp/Inv	\$147,257.00	UEI	\$0.00	Monthly Pmt	\$2,972.85	Part Meth	
Cash Price	\$0.00	Comp/Coll	\$0.00	Balloon Pmt	\$0.00	Total Part	\$0.00
Total Down	\$0.00	Mechanical	\$0.00	Daily Interest	\$16.27	Part Upft	\$6,746.42
Unpaid Bal	\$0.00	Maintenance	\$0.00	Int Pd Last Yr	\$933.93	Disb Bonus	\$0.00
		Tot Premium	\$0.00	Int Pd Curr Yr	\$1,939.02		
Other Fees	\$0.00	Down Payment					
Other Taxes	\$0.00	Trade In	\$0.00				
Misc Fees	\$0.00	Rebate Down	\$0.00				
State Fees	\$0.00	Cash Down	\$0.00				
Total Insurance	\$0.00	Total Down	\$0.00				
Amt Financed	\$161,197.98						
Finance Chg	\$17,173.02						
Note Amount	\$161,197.98						

Action: Promise Date/Amt: *
 Followup Date/Time:
 Result: Date/Time:
 Letter:

Legal Entity Name
 JPMorgan Chase Bank, N.A.
 Cst | C01 | C02 | C03 | Bll | Drv | Pur | Dir | Shp | Puc
 RIDGEWAY, CHRISTOPHER M

CARBAJAL lgcsiba0301 8V May 13, 2016 10:46:58 AM

CTI: None

RIDGEWAY, CHRISTOPHER M

Eff. Date	Post Date	Amount	Code	Description	Principal	Interest	Balance
=====	=====	=====	=====	=====	=====	=====	=====
11/30/2015	11/30/2015	\$2,972.85	08080	Chase.com Internal Tsf Pmt	\$2,038.92	\$933.93	\$159,159.06
01/04/2016	01/04/2016	\$2,972.85	08080	Chase.com Internal Tsf Pmt	\$2,364.05	\$608.80	\$156,795.01
02/01/2016	02/01/2016	\$2,972.85	08080	Chase.com Internal Tsf Pmt	\$2,494.24	\$478.61	\$154,300.77
02/29/2016	02/29/2016	\$2,972.85	08080	Chase.com Internal Tsf Pmt	\$2,501.86	\$470.99	\$151,798.91
03/23/2016	03/23/2016	\$2,972.85	08080	Chase.com Internal Tsf Pmt	\$2,592.23	\$380.62	\$149,206.68

ProHacVice, DECLECFRcv

**U.S. Bankruptcy Court
 Eastern District of Louisiana (New Orleans)
 Bankruptcy Petition #: 16-10643**

Assigned to: Elizabeth W. Magner
 Chapter 11
 Voluntary
 Asset

Date filed: 03/23/2016
 341 meeting: 05/02/2016
 Deadline for objecting to discharge: 07/01/2016

Debtor
Christopher Martin Ridgeway
 579 Woodvine Ave.
 Metairie, LA 70005
 JEFFERSON-LA
 SSN / ITIN: xxx-xx-2329

represented by **Robin B. Cheatham**
 Adams & Reese LLP
 One Shell Square
 701 Poydras Street, Suite 4500
 New Orleans, LA 70139
 (504) 581-3234
 Fax : (504) 566-0210
 Email: cheathamrb@arlaw.com

U.S. Trustee
Office of the U.S. Trustee
 400 Poydras Street
 Suite 2110
 New Orleans, LA 70130
 (504) 589-4018

Filing Date	#	Docket Text
03/23/2016	<u>1</u> (14 pgs)	Chapter 11 Voluntary Petition Individual . Fee Amount \$1717. Filed by Christopher Martin Ridgeway. Chapter 11 Plan due by 07/21/2016. Disclosure Statement due by 07/21/2016. Declaration Regarding Electronic Filing due by 3/30/2016. Employee Income Record Due:04/6/2016. Chapter 11 Statement of Your Current Monthly Income Form 122B Due: 04/6/2016. Schedule B due 04/6/2016. Schedule A/B due 04/6/2016. Schedule C due 04/6/2016. Schedule D due 04/6/2016. Schedule F due 04/6/2016. Schedule E/F due 04/6/2016. Schedule G due 04/6/2016. Schedule H due 04/6/2016. Schedule I due 04/6/2016. Schedule J due 04/6/2016. Statement of Financial Affairs due 04/6/2016. Summary of Assets and Liabilities due 04/6/2016. Statistical

Fill in this information to identify the case:

Debtor 1 Christopher Martin Ridgeway

Debtor 2 _____
 (Spouse, if filing)

United States Bankruptcy Court for the: Eastern District of Louisiana

Case number 16-10643

Official Form 410

Proof of Claim

12/15

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor? FORD MOTOR CREDIT COMPANY
 Name of the current creditor (the person or entity to be paid for this claim)
 Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?
 No
 Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?
 Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
<u>National Bankruptcy Service Center</u>	
Name	Name
<u>PO Box 62180</u>	
Number Street	Number Street
<u>Colorado Springs CO 80962</u>	
City State ZIP Code	City State ZIP Code
Contact phone <u>800-955-8532</u>	Contact phone _____
Contact email _____	Contact email _____
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	

4. Does this claim amend one already filed?
 No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____
 MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?
 No
 Yes. Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 5 2 0 0

7. How much is the claim? \$ 17,376.97. Does this amount include interest or other charges? No Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.
Money Loaned

9. Is all or part of the claim secured? No Yes. The claim is secured by a lien on property.
 Nature of property:
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: 2015 Ford F350 Pickup

Basis for perfection: Title Certificate
 Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ 17,376.97
 Amount of the claim that is secured: \$ 17,376.97
 Amount of the claim that is unsecured: \$ 0.00 (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ 0.00

Annual Interest Rate (when case was filed) 5.99 %
 Fixed
 Variable

10. Is this claim based on a lease? No Yes. Amount necessary to cure any default as of the date of the petition. \$ 0.00

11. Is this claim subject to a right of setoff? No Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)? No

Yes. Check all that apply:

<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	Amount entitled to priority \$ _____
<input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/16 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

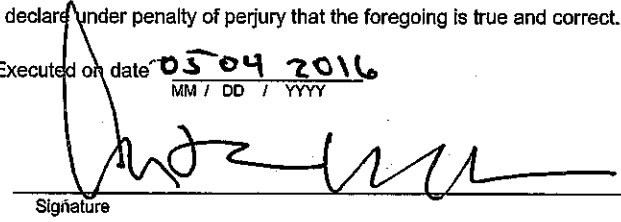
- Check the appropriate box:
- I am the creditor.
 - I am the creditor's attorney or authorized agent.
 - I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
 - I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 05 04 2016
MM / DD / YYYY


Signature

Print the name of the person who is completing and signing this claim:

Name Arthur S. Mann, III
First name Middle name Last name

Title Attorney

Company Ford Motor Credit Company
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 1027 Ninth Street
Number Street

New Orleans LA 70115
City State ZIP Code

Contact phone 504-568-0516 Email _____

RETAIL INSTALLMENT SALE CONTRACT (DEALER — SIMPLE INTEREST)

Customer Number	Contract Number	Contract Date (Mo., Da., Yr.)	Buyer's Personal Phone	Buyer's Business Phone
	924	09/26/2014		
Buyer/Co-Buyer (also referred to as "you, your, your's", Name, Address, Zip Code of each)			Seller/Creditor (also referred to as "we, us, our", Name, Address, Zip Code of each)	
CHRISTOPHER RIDGEWAY 579 WOODVINE AVE METairie LA 70005-4443			PHIL LONG FORD OF DENVER LLC 7887 W TUFTS AVE DENVER, CO 80123	
XX <input type="checkbox"/> New <input type="checkbox"/> Used	Year 2015	Make and Model FORD F-350	Vehicle Identification Number 1FT8W3DTXFE35540	Primary Use: Personal, unless otherwise indicated below. <input type="checkbox"/> Business <input type="checkbox"/> Agricultural
Your trade-in is a: Year 12 Make FORD Model F350				

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate. 5.99 %	The dollar amount the credit will cost you. \$ 4596.48	The amount of credit provided to you or on your behalf. \$ 23469.12	The amount you will have paid after you have made all payments as scheduled. \$ 28065.60	The total cost of your purchase on credit, including your down payment of \$6000.00. \$ 4065.60
Your payment schedule will be:				
Number of Payments	Amount of Payments	When Payments Are Due		
72	389.80	MONTHLY BEGINNING: 11/10/2014		
Security: You are giving us a security interest in the vehicle being purchased.				
Late Charge: If payment is not received in full within 10 days after it is due, you will pay a late charge of \$15.				
Prepayment: If you pay off early, you may have to pay a minimum finance charge.				
Additional Information: See this contract for more information about a prepayment penalty, nonpayment, default, any required repayment in full before the scheduled date, and security interests.				
This contract will be assigned to: <u>Ford Motor Credit Company</u> (Name and address) <u>PO Box 105704 Atlanta GA 30348-5704</u>				
ITEMIZATION OF AMOUNT FINANCED				
1. Cash price (including accessories, services, \$ 698.95 delivery and handling charge, and \$ 2207.97 sales tax) \$ 69441.92 (1)				
2. Total down payment (if negative enter "0" and see line 4b below) Gross trade-in \$ 42000.00 - payoff by Seller \$ 34511.81 = net trade-in \$ 7488.19 + cash \$ 34511.81				
+ other REBATE \$ 4000.00				
+ other N/A \$ N/A				
+ other N/A \$ N/A				
3. Unpaid balance of cash price (1 minus 2) \$ 46000.00 (2)				
4. Other charges including amounts paid to others on your behalf (We may retain portions of these amounts):				
a. Fees to public officials (describe)				
Government certificate of title (less includes security interest recording fee of \$ N/A) \$ 27.20				
N/A \$ N/A				
N/A \$ N/A				
b. To insurance companies (describe)				
N/A \$ N/A				
N/A \$ N/A				
c. Other (describe who is paid and purpose)				
to N/A for N/A \$ N/A				
to N/A for N/A \$ N/A				
to N/A for N/A \$ N/A				
to N/A for N/A \$ N/A				
d. Net trade-in payoff to N/A \$ N/A				
Total other charges and amounts paid to others on your behalf \$ 27.20 (4)				
5. Amount Financed (3 + 4) \$ 23469.12 (5)				
* The delivery and handling charge represents costs and additional profit to the Seller/Dealer.				

Insuraneer: You may obtain the physical damage insurance required by this contract (see back) from anyone you want that is acceptable to the Seller. If you obtain insurance from the Seller, you will pay \$ N/A for the first N/A Credit life insurance and credit disability insurance are not required to obtain credit, will not be a factor in the credit approval process, and will not be provided unless you sign below and agree to pay the additional cost. Credit life insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below. I want:

Credit Life: Buyer Co-Buyer Both
 Credit Disability: Buyer

Buyer Signature _____
 Co-Buyer Signature _____

Premium: N/A Term N/A
 Credit Life \$ N/A
 Credit Disability \$ N/A

THIS CONTRACT DOES NOT PROVIDE FOR AUTOMOBILE LIABILITY INSURANCE, AND SAID BUYER ALSO STATES THAT HE OR SHE HAS DOES NOT HAVE (strike words not applicable) IN EFFECT AN AUTOMOBILE LIABILITY POLICY AS DEFINED IN SECTION 42-7-103(2), COLORADO REVISED STATUTES, ON THE MOTOR VEHICLE SOLD BY THIS CONTRACT.

GAP/DEBT CANCELLATION
 Debt cancellation or guaranteed automobile protection ("GAP") agreements, which pay or satisfy the remaining debt after property insurance benefits are exhausted, are not required to obtain credit or any particular or favorable credit terms and will not be provided unless you sign below and agree to pay the additional cost. You may wish to consult an insurance agent to determine whether similar coverage may be obtained and at what cost. GAP benefits may decrease over the term of this contract. You may cancel GAP for any or no reason within 30 days after GAP was purchased and receive a full refund of the GAP fee or premium so long as no loss or event covered by GAP has occurred. GAP is not a substitute for collision or property damage insurance.

I want: GAP
 (Name of debt cancellation/GAP agreement)

Buyer Signature _____
 Co-Buyer Signature _____
 Fee/Premium: \$ _____ Term: 72

CONTRACT AND AGREEMENT TO PAY

You, the Buyer and any Co-Buyer, agree to purchase the vehicle described above on the terms in this contract. You agree to pay us (or our assignee named in this contract) the amount financed, the finance charge, and all other amounts owed to us under this contract, according to the payment schedule above and the terms of this contract. We calculate the finance charge, total of payments, and total sale price on the assumption that you will make every payment on the day it is due. Because the finance charge is calculated on a daily basis on the unpaid part of the amount financed, your finance charge, total of payments, and total sale price will be more if you pay late and less if you pay early. These changes may take the form of a larger or smaller final payment, or, at our option, more or fewer payments of the same amount as your scheduled payment, with a smaller final payment.

If payment is not received in full within 10 days after it is due, you agree to pay a late charge of \$15.
 If you pay off early, we are entitled to a minimum finance charge of \$ N/A.
 If you pay with a check or other instrument that is dishonored or returned, you will pay us a fee of \$25 (if the amount financed is \$75,000 or less) or \$20 (if the amount financed exceeds \$75,000 or is not for personal use).

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a portion of the Finance Charge.

SECURITY AGREEMENT. You give us a security interest in the vehicle described in this contract and all parts or goods installed in it, all money or goods received (proceeds) for the vehicle; all insurance, maintenance, service, or other contracts we are financing for you as part of this purchase; and all proceeds from insurance, maintenance, service, or other contracts we are financing for you as part of this purchase. This includes any refunds of premiums or charges from the contracts. This interest secures payment of all you owe on this contract. It also secures your other agreements in this contract. You agree to make sure that the title shows our security interest (lien) in the vehicle.

This transaction is subject to Arbitration and Sellers Right to Cancel as described on the reverse side of this contract. By signing this contract, you agree to all of the terms on each page of this contract, and you agree that you have been given a completed copy. If you sign as Co-Buyer, you are responsible for paying the entire debt. If you sign as a Co-Owner, your name will be on the title to the vehicle, but you will not be responsible for paying the debt. If you sign here as a Co-Owner or Co-Buyer, you agree to the security interest in the vehicle.

Signature of Buyer _____ Date 09/26/2014
 Signature of Co-Owner _____ Date _____
 Seller/Secured Party By: PHIL LONG FORD OF DENVER LLC Date 09/26/2014

You agree that this contract contains our entire agreement regarding the financing of the vehicle, and that the terms of this contract cannot be modified except in a writing signed by all the parties.
 Buyer Signs X _____ Co-Buyer Signs X _____

Appraisal Sheet

As of September 13, 2016

Park Place Mercedes Ft Worth

5601 Bryant Irvin Rd • Fort worth, TX 76132

(866) 754-7623

Customer Information

Vehicle Description



VO

Name: CHRISTOPHER RIDGEWAY
 Address:
 City: METAIRIE
 State: Louisiana
 ZIP: 70005
 Email:
 Phone : 504-259-9377

Year: 2015
 Make: Ford
 Model: Super Duty F-350 DRW
 Series: 4WD Crew Cab 172" King Ranch
 Body Style: Crew Cab 4WD DRW
 Stock #:
 Color:
 Mileage: 9000
 VIN: 1f8w3dbxf35540

Appraisal Information

Appraisal Date: 9/13/2016

Appraiser: Jonathan Collins

Customer Note: N/A

Salesperson: Matthew C. Gadway

Disclaimer: Said vehicle does not have a welded or bent frame to chassis or unibody damage and the motor block and cylinder heads are not cracked, welded, or repaired. The present engine in the vehicle is the original installed by the vehicle's manufacturer. The vehicle was never in flood and has no salvage or junk history. Said vehicle has not been in any accident that resulted in damages over \$500.00 and the emission control equipment has never been altered or removed. The airbags have never been deployed. I understand that I may be responsible for any damages you may incur in the event I have misrepresented the condition of my trade-in vehicle to you.

Please circle one Flood: No / Yes Frame: No / Yes Accident: No / Yes Exhaust Smoke: No / Yes

The owner acknowledges that trade-in vehicle has not been damaged by flood, has not had frame damage, or the trade title does not and should not indicate salvage or gross polluter in any manner, regardless of state or region.

Date:

Signed (Owner):

Sales Manager:

**** This appraisal is good toward the purchase of a new or pre-owned vehicle for (7) days or 150 miles from 9/13/2016 ****

Park Place Mercedes Ft Worth		88-93377 / 1129	No. 209
5601 Bryant Irvin Rd		5553526895	
Fort worth, TX 76132			
(866) 754-7623		DATE: 9/13/2016	
PAY TO THE ORDER OF: CHRISTOPHER RIDGEWAY			\$ 50,000
Fifty Thousand			
<i>Voucher Good for Purchase of Vehicle</i>			
Expiration Date: 9/20/2016 and/or 150 miles			
MEMO VIN: 1f8w3dbxf35540			
7 6 5 4 1	7 9 5 5	0 2 0 9	

Exhibit "B"

9/13/2016

Appraisal Sheet

As of September 13, 2016

Park Place Mercedes Ft Worth

5601 Bryant Irvin Rd • Fort worth, TX 76132

(866) 754-7623

Customer Information

Vehicle Description



Name: Christopher Ridgeway	Year: 2016
Address:	Make: Mercedes-Benz
City: Select	Model: S-Class
State:	Series: 4dr Sdn AMG S63 4MATIC
ZIP:	Body Style: 4D Sedan 4Matic
Email:	Stock #:
Phone:	Color: Black
	Mileage: 7985
	VIN: Wddug7jb5ga219374

Appraisal Information

Appraisal Date: 8/23/2016
 Appraiser: Bob Mellencamp Customer Note: N/A
 Salesperson: N/A

Disclaimer: Said vehicle does not have a welded or bent frame to chassis or unbody damage and the motor block and cylinder heads are not cracked, welded, or repaired. The present engine in the vehicle is the original installed by the vehicle's manufacturer. The vehicle was never in flood and has no salvage or junk history. Said vehicle has not been in any accident that resulted in damages over \$500.00 and the emission control equipment has never been altered or removed. The airbags have never been deployed. I understand that I may be responsible for any damages you may incur in the event I have misrepresented the condition of my trade-in vehicle to you.

Please circle one Flood: No / Yes Frame: No / Yes Accident: No / Yes Exhaust Smoke: No / Yes

The owner acknowledges that trade-in vehicle has not been damaged by flood, has not had frame damage, or the trade title does not and should not indicate salvage or gross polluter in any manner, regardless of state or region.

Date: _____ Signed (Owner): _____
 Sales Manager: _____

**** This appraisal is good toward the purchase of a new or pre-owned vehicle for (7) days or 150 miles from 8/23/2016 ****

Park Place Mercedes Ft Worth		88-93377 / 1129	No. 209
5601 Bryant Irvin Rd		5553526895	
Fort worth, TX 76132			
(866) 754-7623		DATE: 8/23/2016	
PAY TO THE ORDER OF: Christopher Ridgeway		\$	122,000
One Hundred Twenty Two Thousand			
<i>Voucher Good for Purchase of Vehicle</i>			
Expiration Date: 8/30/2016 and/or 150 miles			
MEMO VIN: Wddug7jb5ga219374			
7654	7935	0209	