

Legal Note: The Documents here are provided for your information and that of your immediate family only. You are not permitted to copy any document provided to you. Each of these Documents provided are intended as general assistance in simple legal matters only. No document is intended to be used for any item, transaction, or other matter, where the total value of the item, transaction or matter is worth more than \$ 5,000.00. You are not authorized to use any document for any transaction which is in excess of \$ 5,000.00 in value or is not a simple matter. As a guideline to the meaning of simple, consider the following: if you can complete the document without any questions, it is likely a simple matter. However, if you need to ask any questions, you should consult with your Plan attorney. Do not speculate about completion of the blanks in this matter.

The information provided in the documents, and the instructions provided with each document are not intended to constitute legal advice. These documents are intended to assist consumers in protecting themselves in certain simple transactions, without incurring expensive attorneys fees. If you need legal advice, Plan Attorneys will be happy to provide a free legal consultation, at no cost, to you as a Plan member. Understand that if you contact a Plan Attorney, he/she may not advise you as to how to complete your documents. They may only be retained to prepare documents for you which they deem to be proper in your situation.

Certain documents can be completed with either a pen or a typewriter, unless indicated otherwise in the specific instructions. **You should not make changes or alterations to any documents, once you have completed the document.** You must complete a new document fully, even if you wish to make any changes, even a small change. If you make any changes to a document, you cannot be sure that the change conforms to legal requirements. For example, changes to a will, in some circumstances, may void the entire will, even if you intended to make the changes. Thus, it is a safer practice to make a new document, if you intend to make any changes.

If there are blanks which are not used or which contain no information, place an X, or a line through the blank. This ensures that no person can make unauthorized modifications to a document, by simply completing the blanks, and changing the entire crux of the document.

Certain documents may require a notary. Notaries are certified by each state, and can only operate in the states in which they are licensed to operate. An invalid notary may invalidate your document. Notaries serve the purpose of verifying that the signature of the person signing the document, is in fact, the person claiming to have signed the document. Certain institutions require a notary, even when state law does not. Be sure to check with the parties with whom you are dealing to see if they will require a notary. Banks often require notaries.

If you believe that you must record a document, you should consult with a Plan Attorney. No document provided here is intended for recording, and any such document must be prepared by a Plan Attorney. We have not included certain documents, despite repeated requests, because these documents require the skill and expertise of an attorney. These include trusts, deeds, Mortgages, Escrow Agreements and other documents. Always consult a Plan Attorney before drafting one of these documents on your own.

Instructions for Blank Bills of Sale

- (1) Enter the name(s) of the seller(s).
- (2) Enter the address(es) of the seller(s).
- (3) Enter the consideration for the sale, that is, the amount of money or property the buyer paid or traded for the property. Enter the amount of money in words and in numbers. If the seller is giving the property to the buyer, put “one dollar and love and affection” or “one dollar,” depending on whether love and affection are the basis of the gift.
- (4) Enter the name(s) of the buyer(s).
- (5) Enter the address(es) of the buyer(s).
- (6) If there is more than one buyer, and they wish to own the property jointly with right of survivorship so that the survivor will own the property automatically when one of them dies, leave the language in parentheses alone. If there is only one buyer, or if there is more than one buyer but they do not wish to own the property in this manner, cross out the language in this parentheses. The seller(s) should initial the cross-out.
- (7) Enter a full description of the property sold. Include any model, title, and serial numbers, the year of manufacture, the brand name, any equipment or attachments sold with the property, and any other information necessary to make it clear beyond doubt what property the bill of sale is referring to.
- (8) Enter any warranties regarding the condition of the property. If the property is sold “as is”, use the language “as is” in sales. If the property is sold with representations regarding its working condition, use language which describes exactly what representations the seller is making about the property. If the bill of sale is for a vehicle with an odometer, include the appropriate odometer statement for the vehicle. If the bill of sale is not for a vehicle with an odometer, print or type, “property does not have an odometer.”
- (9) Enter the city and state where the bill of sale is signed.
- (10) Enter the date when the bill of sale is signed.
- (11) The seller(s) should sign his/her/their full name(s) in front of a notary public for the county and state where the bill is signed.

The following items should be completed by a notary public:

- (12) Enter the state where the notary public is authorized to notarize documents and where the bill of sale is signed.
- (13) Enter the county where the bill of sale is signed.
- (14) Enter the name of the notary public.
- (15) Enter the date the seller(s) signed the bill of sale.
- (16) Enter the name(s) of the seller(s).
- (17,18,19) Enter the day, month, and year when the seller(s) signed the bill of sale.
- (20) The notary public should sign here.
- (21) The notary public should indicate when his or her commission expires.
- (22) The notary public should affix his or her stamp to the bill of sale.

After the bill of sale is signed and notarized, the buyer should keep the original bill of sale.

Bill of Sale
(with Warranties of Title)

Even if there is more than one Seller or Buyer, all parties are referred to in the singular in this bill of sale.

I, _____
(1)

whose address is _____
(2)

as Seller, in consideration of _____
(3)

_____ (\$ _____),
paid to me this day by _____
(4)

as Buyer, whose address is _____
(5)

hereby grant, transfer, sell, and deliver to Buyer, all right, title, and interest in the following property:

(7)

I warrant that I am the sole owner of the above described property and that there are no liens or encumbrances on the property. I warrant that I have the right to sell this property. I will warrant and defend my ownership of and right to sell this property, and my representation that there are no liens or encumbrances against this property, against any claims made by anyone challenging those rights.

I make the following representation(s) regarding the condition of this property and regarding any odometer on this property: _____
(8)

_____.

Signed at _____
Dated: _____ (9)
(10)

Seller (11) Seller (11)

STATE OF _____)
(12)

COUNTY OF _____)
(13)

I, _____
(14)

a resident of and notary public in and for the state and county named above, who am duly commissioned and sworn and legally authorized to administer oaths and affirmations, hereby

certify that on _____
(15)

(16)

who is/are known to me personally to be the signer(s) in the above bill of sale, appeared before me and, after being first duly sworn by me under penalty of perjury, swore on his/her/their oath(s) to the truth of the facts in the above bill of sale, and signed and acknowledged the bill of sale in my presence, of his/her/their own free will, and for the purposes explained in the bill of sale.

Subscribed and sworn to before me this _____ day of _____,

(19) (17) (18)

Notary Public (20)
My Commission expires: _____

(SEAL)

(21)
