

**Repossession Notice Letter for Public Sale (preferable if CU wants to bid on vehicle) - Sent by Registered or Certified Mail to the last known address of the Borrower**

[Credit Union Name]  
[Street Address]  
[City, ST ZIP Code]  
[Date]

[Borrower Name]  
[Street Address]  
[City, ST ZIP Code]

Subject: [Loan/Note #]

Dear [Borrower Name]:

You are hereby notified that your [description of motor vehicle, year, make, model and VIN #], was lawfully repossessed on [Date] because you defaulted on your loan with [Credit Union Name]. The vehicle is being held at [location address of vehicle].

If you do not redeem the vehicle [**Optional** - or reinstate the contract] within fifteen (15) days from the date of this letter by paying the amount set forth below with cash, the vehicle will be sold at public sale. A sale could include a lease or license. The sale will be held as follows:

Date:

Time:

Place:

You may attend and bring bidders if you want.

***Option 1 Example (ONLY REDEEM)***

You can get the property back at any time before we sell it by paying us the full amount you owe (not just the past due payments), including our expenses.

*Show Itemization of amount to redeem - payoff loan + expenses*

Unpaid Balance of Loan      \$[     ]

Interest to [date]            \$[     ]

Late Payment Fee(s)        \$[     ]

Repossession Fee            \$[     ]

Total Amount Due            \$[     ] (plus any costs incurred in retaking, storing and repairing the vehicle) [*note that these fees must be actual and commercially reasonable*]

***or***

***Option 2 Example (REDEEM OR REINSTATE)***

You can get the property back at any time before we sell it by reinstating the contract or paying us the full amount you owe, including our expenses. To reinstate the contract, you may pay the following amount: [*Itemization of amount to reinstate*]. To pay off the contract in full,

you must pay us the following amount: *[Itemization of amount to pay off the contract in full]*.

If you want us to explain to you in writing how we have figured the amount that you owe us, you may call us at [telephone number] or write us at [address] and request a written explanation. **[Optional - We will charge you \$[ ] for the explanation if we sent you another written explanation of the amount you owe us within the last six months.]**

The longer you wait the more you may have to pay to get your vehicle back. Only reasonable expenses may be charged. They must be the direct result of retaking, storing and selling the vehicle. We can also charge you the cost of getting the vehicle ready for sale and reasonable lawyer's fees. You may make payment or serve notice at:

[Name and address of Credit Union]

If you do not pay the amount required to redeem your vehicle [or reinstate your contract], the vehicle will be sold at the time and place set forth above. The money we get from the sale (after paying our costs) will reduce the amount you owe. If we get less money than you owe, you will be held responsible for any deficiency and we may take action against you for that deficiency. If we get more money than you owe, you will get the extra money, unless we must pay it to someone else.

If you need more information about the sale, call us at [telephone number] or write us at [address].

We are sending this notice to the following other people who have an interest in [description of collateral] or who owe money under your agreement:

[Names of all other debtors and obligors, if any]

Any personal property left in the repossessed vehicle will be held for thirty (30) days from the date of the mailing of this notice. The personal property may be reclaimed within the thirty (30) day time period. Thereafter, the property may be disposed of in the same manner as the motor vehicle and other collateral.

Sincerely,

[Credit Union Name]