Fill in this information to identify the case:				
Debtor 1 Auto Masters, LLC				
Debtor 2				
(Spouse, if filing)				
United States Bankruptcy Court	MIDDLE DISTRICT OF TENNESSEE			
Case number: 17-07036				

**FILED** 

U.S. Bankruptcy Court MIDDLE DISTRICT OF TENNESSEE

1/31/2018

**MATTHEW T. LOUGHNEY, Clerk** 

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 Clair	n				
1.Who is the current creditor?	GreatAmerica Financial Services Corporation				
	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	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)			
creditor be sent?	GreatAmerica Financial Services Corporation	· 			
Federal Rule of	Name	Name			
Bankruptcy Procedure (FRBP) 2002(g)	ATTN: Peggy Upton P.O. Box 609 Cedar Rapids, IA 52406				
	Contact phone <u>866–735–1525</u>	Contact phone			
	Contact email Pupton@greatamerica.com	Contact email			
	Uniform claim identifier for electronic payments in chapter 1	3 (if you use one):			
4.Does this claim amend one already filed?	<ul><li>✓ No</li><li>☐ Yes. Claim number on court claims registry (if known)</li></ul>	Filed on			
5 Da I 'f an	E N.	MM / DD / YYYY			
5.Do you know if anyone else has filed a proof of claim for this claim?	<ul><li>✓ No</li><li>☐ Yes. Who made the earlier filing?</li></ul>				

Official Form 410 Proof of Claim page 1

5.Do you have any number you use to identify the debtor?	□	No Yes. Last 4 digits of the debtor's acco	ount or any	number you use	to identify the	ne debtor:	8813
7.How much is the claim?	\$		No Yes. Atta	mount includ	itemizing	interest, fees	s, expenses, or
			other cha	arges required	l by Bankr	uptcy Rule 3	001(c)(2)(A).
3.What is the basis of the claim?	dea Bar Lim	amples: Goods sold, money loar ath, or credit card. Attach redacte hkruptcy Rule 3001(c). It disclosing information that is econditional payment obligation u	ed copies entitled to	of any docun	nents supp	care informa	aim required by
	-		inder con	tract(s) consti	tuting cha	петрарет.	
9. Is all or part of the claim secured?		No Yes. The claim is secured by a language of property: □ Real estate. If the claim is Proof of Claim	is secure iim Attach	d by the debto	or's princip Form 410	al residence 0–A) with this	file a Mortgage Proof of Claim.
		Basis for perfection:	UCC Fin	ancing Stater	nent		
		Attach redacted copies of doc interest (for example, a mortg document that shows the lien	age, lien,	certificate of	title, finand	ce of perfecti cing stateme	on of a security nt, or other
		Value of property:	\$	4201.97			
		Amount of the claim that is secured:	\$	4201.97		<u></u>	
		Amount of the claim that is unsecured:	\$	7146.83		—ùnsecured	of the secured and amounts should amount in line 7.)
		Amount necessary to cure a date of the petition:	any defau	ult as of the	\$ 3	304.22	
		Annual Interest Rate (when	case was	filed)	0.00	<u></u> %	
		<ul><li>✓ Fixed</li><li>☐ Variable</li></ul>					
10.Is this claim based on a lease?		No Yes. <b>Amount necessary to c</b>	cure any	default as of	the date	of the petition	on.\$
11.Is this claim subject to a right of setoff?	<b>⊻</b>	No Yes. Identify the property:					

Official Form 410

Proof of Claim

page 2

12.Is all or part of the claim entitled to priority under	<b>Y</b>	No Yes. Check all that apply:		Amount entitled to priority
11 U.S.C. § 507(a)?  A claim may be partly priority and partly		_	ns (including alimony and child support)	\$
nonpriority. For example in some categories, the law limits the amount entitled to priority.		☐ Up to \$2,850* of deposits t	noward purchase, lease, or rental of rsonal, family, or household use. 11	\$
		☐ Wages, salaries, or commi 180 days before the bankro	ssions (up to \$12,850*) earned within uptcy petition is filed or the debtor's is earlier. 11 U.S.C. § 507(a)(4).	\$
			o governmental units. 11 U.S.C. §	\$
		☐ Contributions to an employ	vee 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 of adjustment.	t on 4/01/19 and every 3 years after that for case	es begun on or after the date
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.	☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	I am a guarantor, surety, endo erstand that an authorized signature mount of the claim, the creditor gave	or their authorized agent. Bankruptcy I brser, or other codebtor. Bankruptcy Rul on this Proof of Claim serves as an acknowledge the debtor credit for any payments received towoof of Claim and have a reasonable belief that the foregoing is true and correct.	e 3005. ment that when calculating ard the debt.
	Ŭ		s completing and signing this claim:	
	Nan	ne	Elizabeth 'Bea' Wendel	
	Title	;	First name Middle name Last name Litigation Specialist	
	Con	npany	GreatAmerica Financial Services Corporat	ion
	Add	Iress	Identify the corporate servicer as the company servicer  P.O. Box 609	if the authorized agent is a
			Number Street Cedar Rapids, IA 52406	
	Con	atact phone 866–735–1525	City State ZIP Code  Email Pupton@greatar	merica.com

Official Form 410 Proof of Claim page 3

Name: Auto Masters of Nashville, LLC

**Date:** 1/31/2018

Lease No.	1228813
Unpaid Rentals	\$11,320.92
Residual (Purchase Option)	\$0.00
Sales Tax	\$0.00
Insurance Charge	\$27.88
Repossession Charges	\$0.00
Excess Copy Charge	\$0.00
Billed Property Tax	\$0.00
Estimated Property Tax	\$0.00
Accrued Late Charges	\$0.00
Proceeds from Sale of Equipment	\$0.00
Security Deposit on File	\$0.00
TOTAL CLAIM AMOUNT	\$11,348.80

### EQUIPMENT FINANCE AGREEMENT

Greatamerica financial services corporation 625 first street 85. Cedar Rapids IA 11401 PC 50x 609, Cedar Rapids IA 31406-0609



AGREEMENT NO.: 1228813 CUSTOMER course were FULL LEGAL NAME: Auto Mesters of Nachville, LLC 609 Thompson Ln Nachville, TN 37204-3807 ADDRESS: VENDOR phytogras byf ythe edgles man is hist althorated by ho to action our runace on to make or alternably provided by the administra KEYper Systems Harrieburg, NC ECCUPINENT AND PAYMENT TERMS TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES ☐ BUS ATTACHED SCHEDULE 1 - Keyper Monarch 120 Key System w/ wall mount equipment location: <u>As Stated Above</u> TERM IN MONTHS: 48 MONTHLY PAYMENT AMOUNT: \$290,28 ADVANCE PAYMENT: 0.00 EQUIPMENT COST/AMOUNT FINANCEO: \$12,005,62 DOCUMENT STAMP (IF APPLICABLE): 0.00 this agreement is non-cancelable and irrevocable. It cannot be terminated, please read carefully before bigning, the parties adree that this agreement is being entered bito and performed in the state of Iowa and that this agreement and any claim related to this agreement shall be GOVERNED BY THE LAWS OF THE STATE OF IOWA IN ALL RESPECTS INCLUDING, WITHOUT LIMITATION, KINA'S USURY LAWS. ANY DISPUTE WILL BE ADMIDICATED IN A FEDERAL OR STATE COURT IN LIKIN COUNTY, KIWA, YOU HERESY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS, WAVE TRANSFER OF VENUE AND acknowledge that (a) you applied for credit with us in lowa, (b) we made the decision to extend credit to you in lowa, and (c) this agreement will be invoiced and administered in ionia (though you may be directed to send payments to our lockbox in a different state). Each party waves any right TO A JURY TRIAL CUSTOMER'S AUTHORIZED SIGNATURE By signing this page, you represent to financing source that you have received and read the additional terms and conditions appearing on the second page of this two-page agreement, once you sign this agreement and we accept it, your payment obligations under this agreement are non-cancelable and irrevocable for the full agreement term. Carlos Griffin - Member (As Stated Above) PRINT NAME & TITLE BATE CUSTOMER THIANCING SOURCE place, they regard GreatAmerica Financial Services Corporation FINANCING SOURCE PRINT HAME & TITLE DAYL UNCOMPREDNAL CHARANTY The undersigned, jointly and severally if more than one, unconditionally guarantee(s) that the Customer will limely perform all obligations under the Agreement. The undersigned also wave(s) any notification if the Customer is in default and consent(s) to any extensions or modifications granted to the Customer, in the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring Financing Source to proceed against Customer or any other party or exercise any rights in the Equipment. The undersigned, as to this guaranty, agree(s) to the designated forum and consent(s) to personal jurisdiction, venue, and choice of law so stated in the Agreement. agree(s) to pay all costs and expenses, including attorney fees, incurred by Financing Source related to this guaranty and the Agreement, waive(s) a jury trial and transfer of venue, and authoriza(s) obtaining credit reports. X DATE: INDIVIOUAL DISNATURE X DATE: INDIVIOUAL SIGHATURE Obicin

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#### ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to provide financing to you pursuant to this Equipment Pinance Agreement ("Agreement") in connection with your acquisition of the equipment and/or rights in the software referenced herein ("Equipment") from your Vendor. In consideration of us now paying your Vendor, on your behalf, the amounts your Vendor. invoiced you for the Equipment, end, if applicable, related installation, training, and/or implementation orets, you unconditionally agree to pay us the principal amount set forth above as the Equipment Cost/Amount Financed, with interest thereon at the rate implicit in the monthly amounts payable under the terms of this Agreement, which you agree to make each month by the due date. This Agreement will begin on the date we pay your Vandor for the Equipment or any later date we designate. We may charge you a reasonable les to cover documentation and invastigation costs. If any amount payable to us is not paid when due, you will pay us a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six (\$25.00) dollars; or 2) the highest lawful charge, if less, if you choose to make any payments under this Agreement early, you will not be entitled to take a discount off of the aggregate amount of the monthly payments to be made under this Agreement. We made an investment in this Agreement in retiance on the anticipated atream of cash flows and any early discounted payment would frustrate our purpose is extending you credit under this Agreement, if an advance payment is required, the amount exceeding one payment shall be applied to the last payment(s) during the term.

net agreement. This agreement is non-cancelable for the entire agreement term. You understand we are paying your vendor for The equipment on your behalf based on your promise to pay us under the terms of this agreement, without set-offs for any reason.

EQUIPMENT USE. Until your obligations under this Agraement are satisfied in full, you agree to keep the Equipment in good working order, use it for business purposes only, not modify or move it from its initial location without our consent, and bear the risk of its non-compliance with applicable laws. You must resolve any disquise you may have concerning the Equipment with the manufacturer or your Vendor. You will comply with all laws, ordinances, regulations, requirements, and rules relating to the use and operation of the Equipment if the Equipment includes any software, we are neither responsible for the software for the obligations of you or the licensor under any license agreement related to the softwere.

NO WARRANTY, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, YOU CHOSE THE EQUIPMENT, AND YOUR VENDOR BASED ON YOUR JUDGMENT, YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE Warranties, if any, that the manufacturer or your vendor is providing.

ASSIGNMENT. You may not sail, easign or sublease the Equipment or this Agreement without our written consent. We may sell or easign this Agreement or our rights in the Equipment, in whole or in part, to a third party writtout notice to you. You agree that it we do so, the assignee will have our rights but will not be subject to any claim, defense, or est-off exsertable against us or anyone else.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment, No such loss or blamage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, tosses or demages, including attorney feed, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.

INSURANCE. You agree to maintain comprehensive liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payer; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain properly loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure properly loss insurance on the Equipment from a cerrier of our choosing in such turns and amounts as we deem researcable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insurance party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, discounted at 3% per annum.

TAXES. You agree that you will pay when due, either directly or by paying your Vendor, all taxes and face releting to the Equipment, your purchase of the Equipment or this Agreement. If your Vendor Invoices you for taxes, we may include the invoiced taxes in the amounts we finance for you under this Agreement. However, payment of sales, use or property lexas shall not be our responsibility under any circumstances.

OWNERSHIP. You own the Equipment, including any software Hoense rights granted to you, if any, by your Yendor or third-party supplients). We do not will not own the Equipment at any point during the term of this Agreement unless we take possession of it in connection with exercising detault remedies. You hereby grant us a security interest in the Equipment to secure your performance under this Agreement, to be released at the end of that term provided you have performed all of your obligations under this Agreement. You represent to us that you signed this Agreement prior to your receipt of any part of the Equipment.

DEFAULT AND REMEDIES, if you do not pay any sum within 10 days after its due date, or if you breach any other term of this Agreement or any other agreement with us, you will be in default, and we may; (A) require that you surrander the Equipment to us at your expense and pay us: 1) all post due amounts and 2) all remaining payments for the unexpired term, discounted at 4% per annum, and (B) use all other legal remedies available to us and disable or repossess the Equipment. You agree to pay all our costs and expenses, including reasonable attorney tees, incurred in enforcing this Agreement. You also agree to pay interest on all past due amounts, from the due date, at 1.5% per month. In the event of your default, you welve notices of our intent to accelerate the payments, the acceleration of the payments and of the enforcement of our rights under this Agreement. To the extent you are parmitted by taw, you waive all defances you would otherwise have under the Uniform Commercial Code, if any, and common taw. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its surrender for any reason.

MISCELLAREOUS. This Agreement is the entire agreement between you and us retailing to the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may locate a profit to us. The original of this Agreement shall be that copy which bears your facelinds or original algorature, and which bears our original signature. If a court finds any provision of this Agreement unempression, the remaining terms of this Agreement shall remain in affect. You sulforize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and eignature date and ecknowledge that if your Vendor filled in any blanks above, they did so on your behalf. All other modifications to the Agreement must be in writing signed by each party.

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PAGE 2 OF 2

Agreement No.: 1228513

Filed 01/31/18 Desc Attachment 1 Page 3





### **FINANCING STATEMENT**

A. NAME & PHONE OF CONTACT AT FILER (Optional)	
GISELLA MELENDEZ 800-331-3282	
B. EMAIL OF CONTACT AT FILER (Optional)	
efiling@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
CT LIEN SOLUTIONS	
P O BOX 29071	
GLENDALE, CA 91209-9071	
L	١

This is a representation of a document created electronically at the Tennessee Secretary of State's web site.

Financing Statement Doc #: 426445019

FILED: 3/3/2017 10:33 AM

Tre Hargett, Secretary of State

L		THE ABO	OVE SPACE IS FOR FILING OFFICE USE	ONLY
DEBTORS				
1. DEBTOR'S NAME				
a. ORGANIZATION'S NAME AUTO MASTERS OF NASHVILLE, LL	.C			
b. INDIVIDUAL'S SURNAME	FIRST PERS	ONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
c. MAILING ADDRESS 609 THOMPSON LN				
d. CITY NASHVILLE	STATE TN	POSTAL CODE 37204-3607	COUNTRY USA	
SECURED PARTIES				
1. SECURED PARTY'S NAME (or NAME of ASSIGNEE of	of ASSIGNOR SECUR	ED PARTY)		
a. ORGANIZATION'S NAME GREATAMERICA FINANCIAL SERVI	CES CORPORAT	ION		
b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME ADDITIONAL NAME(S) INITIAL		ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
c. MAILING ADDRESS 625 FIRST STREET				
d. CITY  CEDAR RAPIDS	STATE IA	POSTAL CODE 52401-2030	COUNTRY USA	
COLLATERAL: This financing statement covers the for	ollowing collateral:			
1 - Keyper Monarch 120 Key System w/ wa	ll mount			
AND ALL PRODUCTS, PROCEEDS AND		<b>S</b> .		
Maximum principal indebtedness for Tennessee	recording tax pur	poses is:	\$12,005.62	
Check only if applicable and check only one box: Collateral is	=	it stered by a Decedent's Pers	onal Representative	
Check <u>only</u> if applicable and check <u>only</u> one box:  Public-Finance Transaction Manufactured-Home	Transaction A	Debtor is a Transmitting Utili	Check <u>only</u> if applicable and check <u>o</u>	nly one box: n-UCC Filing
ALTERNATIVE DESIGNATION (if applicable):	ee/Lessor Cons	signee/Consignor Se	ller/Buyer Bailee/Bailor Lic	ensee/Licensor
OPTIONAL FILER REFERENCE DATA: TN-0-57863473-52913563				

NOTE: All information on this form is public record.

# IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TENNESSEE

In Re

AUTO MASTERS, LLC,

Debtor.

CASE NO. 3:17-bk-7036

WITHDRAWAL OF
PROOF OF CLAIM 15

COMES NOW GreatAmerica Financial Services Corporation, and withdraws Proof of Claim No. 15 filed on January 31, 2018, which was erroneously entered under the incorrect case number.

Elizabeth "Bea" Wendel
Litigation Specialist
GreatAmerica Financial Services Corporation
625 First St. SE Ste. 800
Cedar Rapids, IA 52401
Tel. 866.735.1525
Fax 319.261.6199
bwendel@greatamerica.com

# MIDDLE DISTRICT OF TENNESSEE Claims Register

### 3:17-bk-07036 Auto Masters, LLC

**Judge:** Charles M Walker **Chapter:** 11

Office: Nashville Last Date to file claims: 02/15/2018

Trustee: Last Date to file (Govt):

Creditor: (6557378) Claim No: 15 Status: Withdraw 367

GreatAmerica Financial Services Original Filed Filed by: CR
Corporation Date: 01/31/2018 Entered by: admin
ATTN: Peggy Upton Original Entered Modified:

P.O. Box 609 Date: 01/31/2018

Cedar Rapids, IA 52406

Amount claimed: \$11348.80 Secured claimed: \$4201.97

History:

<u>Details</u> <u>15-</u> 01/31/2018 Claim #15 filed by GreatAmerica Financial Services Corporation, Amount claimed:

1 \$11348.80 (admin)

367 01/31/2018 Withdrawal of Claim Nos. 15 (GreatAmerica Financial Services Corporation) Status:

Withdraw

Description:

Remarks: (15-1) Account Number (last 4 digits):8813

## **Claims Register Summary**

Case Name: Auto Masters, LLC Case Number: 3:17-bk-07036

Chapter: 11

**Date Filed:** 10/17/2017 **Total Number Of Claims:** 1

Total Amount Claimed*	\$11348.80
Total Amount Allowed*	

<sup>\*</sup>Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured	\$4201.97	
Priority		
Administrative		