



# Affidavit of Facts and Purchase of Account by Debt Buyer Plaintiff

The undersigned, being duly sworn, deposes and says:

1. I, \_\_\_\_\_, [*Affiant name*] am a/an [ employee officer member] of \_\_\_\_\_ [*place of employment/servicing*] (“Servicer”), servicer for \_\_\_\_\_ [*Debt Buyer name*] (“Plaintiff”), and I have access to Plaintiff’s books and records (“Business Records”), including electronic records, relating to the account (“Account”) of \_\_\_\_\_ [*Defendant name*] (“Defendant”). The last four digits of the Account number are \_\_\_\_\_. In my position, I also have personal knowledge of the procedures for creating and maintaining Plaintiff’s Business Records, including its the procedures relating to the purchase and assignment of consumer credit accounts. Plaintiff’s Business Records were made in the regular course of business, and it was the regular course of such business to make the Business Records. The Business Records were made at or near the time of the events recorded. Based on my knowledge of Plaintiff’s Business Records, I have personal knowledge of the facts set forth in this affidavit.
2. [**Check this paragraph if Servicer**]  
Servicer is the servicer for the Plaintiff in the underlying action. Plaintiff has authorized Servicer to service and maintain the Business Records relating to the Account, along with giving testimony and executing affidavits, declarations, and certifications on behalf of Plaintiff regarding the Account.
3. Original Creditor and Defendant were parties to a credit agreement (“Agreement”). Defendant agreed to pay Original Creditor pursuant to the Agreement. The date and the amount of the last payment, if any, made by Defendant are set forth in an exhibit attached hereto and made a part hereof. Defendant defaulted on the Account and failed to pay the outstanding balance pursuant to the Agreement. A demand for payment was made, and a balance remained due and owing at the time of the sale. A true and correct copy of the Agreement or document(s) evidencing the Agreement is/are attached as an exhibit to this affidavit.
4. On \_\_\_\_\_ [*date*], Plaintiff purchased or was assigned the Account from \_\_\_\_\_ [*Debt Seller name*] (“Debt Seller”), and at that time, Debt Seller assigned all of its interest in the Account, including the right to any proceeds from the Account, to Plaintiff (the “Purchase”). As part of the Purchase, Business Records relating to the Account were transferred to Plaintiff and incorporated into Plaintiff’s Business Records. To the extent Business Records included records prepared by a third party, including but not limited to the Original Creditor, such records were incorporated into Plaintiff’s Business Records. Following the Purchase, those Business Records were maintained in the ordinary course of Plaintiff’s business.



5. As set forth in the attached affidavits submitted herewith, the complete chain of title, with the date of each sale or assignment of the Account, is as follows:

Assignor	Date of Transfer	Amount at time of Transfer
Transfer 1:	_____	_____
Transfer 2:	_____	_____
Transfer 3:	_____	_____
Transfer 4:	_____	_____

6. **[Check this paragraph if seeking judgment on a revolving consumer credit account]**  
 At this time, Defendant owes \$\_\_\_\_\_ on the Account. This amount includes a charge-off balance of \$\_\_\_\_\_, post-charge-off interest of \$\_\_\_\_\_, post-charge-off fees and charges of \$\_\_\_\_\_, less any post-charge-off credits or payments made by or on behalf of the Defendant of \$\_\_\_\_\_.

7. **[Check this paragraph if seeking judgment on a non-revolving consumer credit account]**  
 At this time, Defendant owes \$\_\_\_\_\_ on the Account. As set forth in the exhibits attached hereto and made a part hereof, this amount is broken out by (i) principal; (ii) finance charge or charges; (iii) fees imposed by the original creditor; (iv) collection costs; (v) attorney's fees; (vi) interest; and (vii) any other fees and charges, less post-sale credits or payments made by or on behalf of the Defendant of \$\_\_\_\_\_.

8. As set forth in New York CPLR Article 50, the interest rate applicable to the Account pursuant to section five thousand four of this chapter applies.

9. **[Check if not seeking post-judgment interest]**  
 Plaintiff explicitly disclaims any right to post-judgment interest on this Account.

**WHEREFORE**, deponent demands judgment against Defendant for \$\_\_\_\_\_, (plus interest from \_\_\_\_\_ [date], if applicable), together with the costs and disbursements of this action.

The above statements are true and correct to the best of my personal knowledge.

Dated: \_\_\_\_\_

\_\_\_\_\_  
 Affiant Signature  
 \_\_\_\_\_  
 Affiant Name

Sworn to before me this \_\_\_\_\_ day  
 of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
 Notary Public

**Exhibits to be Attached to Affidavit**

- 1. Bill of Sale from Debt Seller to Plaintiff**
- 2. Most Recent Charge/Payment/Balance Transfer Statement**
- 3. Additional Books and Records evidencing:**
  - a. Defendant's Full Name
  - b. Balance due and last 4 digits of Account Number printed on Most Recent Monthly Statement reflecting charge/payment/balance transfer
  - c. Last Payment Date and Amount
  - d. Post-Charge-off/Delinquency Date and Amount
  - e. Post-Charge-off/Delinquency Interest and/or Fees
  - f. Post-Charge-off/Delinquency Credits

*[Note: A Certificate of Conformity is only required for affidavits specific to real property transactions.]*