

Account Number TL205

Secondary Motor Vehicle Finance Contract Loan and Security Agreement

Borrowers: TIFFANY JONES
155 WINDWARD WAY
TESTCITY, TN 37221
Home Phone:
Work Phone:

Creditor : Alpha Omega Consulting Group
716 Vauxhall Drive
Nashville, TN 37221
866-802-5742

"I, My" means each borrower above, jointly and severally.

"You" means the Creditor, its successors and assignees.

Promise to Pay: For value received, I promise to pay you, or your order, at your address above the principal sum of \$1,082.48 plus interest at rate of 120.00% per year until 1/5/2009

Payments: The number, amount and due dates for scheduled payments are disclosed in the Truth in Lending disclosure below.

Late Charge: If there is a late charge for this transaction. It will be disclosed in the Truth in Lending disclosure.

Security Agreement: I give you a security interest in the motor vehicle (herein called "vehicle") described below, including all equipment, accessories, and parts (other than accessories) added to the vehicle. The rights I am giving you in the vehicle and the obligations this agreement secures are defined on page 2 of this Agreement.

YEAR	MAKE	MODEL	BODY STYLE	VEHICLE IDENTIFICATION NUMBER

Notice: By giving us a security interest in the vehicle described above, you waive all rights provided by law to claim the vehicle exempt from legal process.

FEDERAL TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of my credit as a yearly rate. 117.74%	The dollar amount the credit will cost me. \$108.25	The amount of credit provided to me or on my behalf. \$1,082.48	The amount I will have paid when I have made all scheduled payments. \$1,190.73

Your Payment Schedule Will Be:	Number of Payments:	Amount of Payment	Payments are due	First Payment due
	1	\$1,190.73	Ever 30 days	1/5/2009

Security: I am giving a security interest in the Vehicle described above.

Late Charge: I agree to pay a late charge of the lesser of \$10.00 or 5% of the unpaid portion of an installment paid within 10 days of due date.

Prepayment: If I pay off early I do not have to pay a penalty.

Assumption: Someone buying the Vehicle securing this loan cannot assume this loan on its original terms.

<p>I understand and agree to pay the ANNUAL FINANCE RATE disclosed below on the unpaid balance of this loan until paid in full.</p> <div style="border: 1px solid black; padding: 5px; text-align: center; font-size: 1.2em; font-weight: bold;">120.00%</div> <p>* Above stated Annual Finance Rate does not include any charges for title (lien) filing service fee or document preparation fee.</p> <p>The disclosure is made pursuant to Arizona Revised Statute 44-29 .</p>	<p>Itemization of Amount Financed</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">1. Amount Paid to Borrower</td> <td style="text-align: right;">\$1,082.48</td> </tr> <tr> <td>2. Amount paid on my account</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td colspan="2">Amount paid to others on your behalf</td> </tr> <tr> <td>3. To Public Officials—Title lien filing</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>4. To insurance companies</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>5. Pay-off existing liens</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>6. Title (lien) filing service fee (paid to Lender)</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>7. Document preparation fee (paid to Lender)</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>8. Prepaid finance charge</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>9. Total Pre-Paid Finance Charge (Total of 3 + 6 + 7)</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>10. Total amount financed (total of 1 – 5)</td> <td style="text-align: right;">\$1,082.48</td> </tr> </table>	1. Amount Paid to Borrower	\$1,082.48	2. Amount paid on my account	\$0.00	Amount paid to others on your behalf		3. To Public Officials—Title lien filing	\$0.00	4. To insurance companies	\$0.00	5. Pay-off existing liens	\$0.00	6. Title (lien) filing service fee (paid to Lender)	\$0.00	7. Document preparation fee (paid to Lender)	\$0.00	8. Prepaid finance charge	\$0.00	9. Total Pre-Paid Finance Charge (Total of 3 + 6 + 7)	\$0.00	10. Total amount financed (total of 1 – 5)	\$1,082.48
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Notice to the Borrower: 1. Do not sign this contract before you have read it or if it contains any blank spaces.
2. You are entitled to an exact copy of this agreement.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED BY OTHERS IS NOT INCLUDED IN THIS AGREEMENT.

This lender is regulated by and complaints concerning this agreement may be addressed to : Arizona State Banking Department, 2910 N. 44th street, suite 310, Phoenix, Arizona 85018, Telephone: 602-255-4421.

Borrower(s) hereby acknowledge(s) receipt of a fully completed copy of this Agreement.

Borrower's Signature

Creditor's Authorized Representative

Borrower's Signature

Title

ADDITIONAL TERMS, AGREEMENTS AND CONDITIONS

Definitions: "I," "me" or "my" means each Borrower who signs this Agreement and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Creditor and its successors and assigns.

Any change to this Agreement must be in writing and signed by me and you.

Prepayment: I may prepay the unpaid principal balance of this loan in full or in part at any time without penalty, provided all finance charges and other charges accrued to the date of prepayment are paid. If I prepay in part, I must still make each later payment in the original amount as it becomes due until this note is paid in full.

Post Maturity Interest Rate: After maturity the unpaid balance of principal will earn interest at a rate equal to the Annual Finance Rate disclosed on page 1. The post maturity rate will begin to apply on the day after maturity, or, if the loan is in default and we accelerate after default, on such date.

Computation of Finance Charges: Finance charges accrue on a daily basis. A day shall be counted as 1/360 of a year.

Additional Covenants Of Buyer: I will (a) store the vehicle at my address shown on the front page of this agreement; (b) permit you to examine the Vehicle at any time; (c) maintain the Vehicle in good condition and repair; (d) not permit the Vehicle to be permanently removed from the State of Arizona without your prior written consent; (e) not permit the Vehicle to be attached or other process to be levied thereon; (f) not create or permit to be created on or against the Vehicle any lien or encumbrance or adverse claim of any character whatsoever, whether for storage, repairs, or otherwise, justified or unjustified; (g) not attempt to sell, transfer or assign my right, title or interest in the Vehicle or this Agreement without your prior written consent; and (h) pay all taxes and assessments of every character levied or assessed against the Vehicle, this Agreement and the indebtedness represented hereby. I warrant that the Certificate of Title for the Vehicle that I have delivered to you is true and genuine and without any claims, liens, or encumbrances other than what is shown on the Certificate of Title. I authorize you, at your option and without any obligation to do so, to discharge any and all taxes, liens, security interests or other encumbrances at any time levied or placed on the Vehicle. I hereby agree to reimburse you on demand for any expense incurred by me pursuant to this authorization, plus interest on all sums so expended until paid at a rate equal to the Annual Finance Rate.

Time is of the essence of this Contract. Your acceptance of partial payments shall not in any manner modify the terms of this Agreement and such acceptance shall not be construed as a waiver of any subsequent defaults on my part nor shall it waive the "time is of the essence" provision. Any payment amount you receive in addition to or in excess of a regular scheduled payment may be applied first to accrued late charges and collection charges (if any) and then to finance charges due and the balance to principal balance outstanding. I agree that I will not use or permit the Vehicle to be used for any unlawful purpose, nor to be used for hire, nor will I allow any person to operate or use the Vehicle who is not allowed under the terms of the insurance policies herein required to so operate or use the Vehicle.

Any notice required to be given to me shall be deemed reasonable notification if mailed by ordinary mail, postage prepaid, to my address shown on the front side of this agreement or to my most recent address as shown by a "Notice of Change of Address" on file with you, whether or not such notice was actually received by me or if given in any other manner which results in my actual receipt of such notice

Insurance: I agree: (a) to keep the Vehicle insured at my own expense against loss by fire, theft, collision and such other risks as you shall designate; (b) such insurance shall be for an amount not less than the balance due under this Agreement and shall be in force so long as any part thereof remains unpaid; and (c) such insurance is to be placed with insurance companies reasonably acceptable to you and will name you as loss payee with loss thereon is to be paid to me and you as each party's interest may appear. I hereby assign to you the proceeds of all such insurance to the extent of the unpaid balances hereunder and direct any insurer to make payments directly to you. I hereby request and authorize you, at your option and without obligation to do so, to place and pay for insurance on the Vehicle upon my failure, after having been requested to do so; to provide insurance satisfactory to you and to pay the premium for such insurance protecting you only, adding same to the principal balance then owing or by an advance which constitutes additional indebtedness and is secured hereunder and is added to the remaining installments or is payable in additional installments, due on this Agreement. Any insurance you purchase will cover only your interest in the Vehicle, not any equity I may have in it, and will not provide any liability coverage for me. The policies for such insurance shall be held by you until this Agreement is fully performed. I agree to reimburse you on demand for any payment made or any expenses incurred by you pursuant to the foregoing authorization, together with interest thereon from disbursement until paid at a rate equal to the

Annual Finance Rate. In the event of a loss, I agree that you may collect the proceeds from such insurance and apply the proceeds towards replacement of the Vehicle or payment of my obligations under this Agreement. If you retake possession of the Vehicle, the insurance policies thereon financed under this Agreement, shall become your sole property and I shall have no further interest therein. In the event of any default hereunder, you are authorized to cancel any insurance and credit any premium refund against the unpaid balance of this loan. I agree to reimburse you pursuant to the foregoing authorization, together with interest thereon from disbursement until paid at a rate equal to the

Additional Charges For Delinquent Payments: If I fail to make timely payments under this Agreement, and if such delinquency requires collection efforts by you, I agree to pay reasonable collection charges and costs incurred by you, including without limitation, reasonable attorney's fees and court costs as permitted by law, and specific charges for collection calls and collection letters.

Events of Default: I will be in default on this loan and any agreement securing this loan if:

1. I fail to make a payment in full when due; or
2. The occurrence of any adverse change in my financial condition deemed material by you, or if, in your judgment the vehicle becomes unsatisfactory in character or value or if you deem yourself insecure; or
3. I have made any warranty, representation or statement made herein or furnished by me to you in connection with this agreement proves to have been false in any material respect when made or furnished; or
4. The commencement of any bankruptcy, arrangement, reorganization, insolvency, receivership or similar proceedings by or against me or any guarantor or surety for me; or
5. If the vehicle is sold, leased or disposed of or any security interest therein is created without your prior written consent; or
6. If I default in performing any of my obligations, promises, covenants or agreements contained herein or in any other agreement, paper or document given by me to you; or
7. Anyone of the following shall constitute a Default if in your opinion, such occurrence by itself, or such occurrence together with surrounding circumstances, materially increases your risks with regard to repayment of the indebtedness due:
 - (a) My death or incompetence; (b) if the Vehicle is levied upon or seized upon under any levy, attachment, garnishment, writ or other legal process, or if any lien is attached thereto; (c) If the Vehicle is lost, stolen, or suffers substantial damage or destruction.

Rights And Remedies: Upon the happening of any of the foregoing Events of Default and at any time thereafter, you may, at your option, and without notice to me, declare all of my indebtedness to you to be immediately due and payable, and you shall have the rights, duties and remedies of a secured party, and I shall have the rights and duties of a debtor, under the Uniform Commercial Code as adopted by the state of Arizona, and without limitation thereto, you shall have the following specific rights: (a) To take immediate possession of the Vehicle without notice or resort to legal process and for such purpose to enter upon any premises on which the Vehicle or any part thereof may be situated and to remove the same therefrom or, at our option, to render the Vehicle unusable; (b) To make or have made any repairs deemed necessary or desirable, the cost of which shall be charged to me; (c) subject to any right I may have to redeem the Vehicle, you will, after giving notice to me and any other party entitled thereto, dispose of the Vehicle in a commercially reasonable manner, which may include either a public sale or a private sale. It is agreed that ten (10) days notice of any such sale shall be reasonable. The proceeds of the sale, less allowed expenses, will be used to pay the amount still owed on this Agreement. If during repossession of the Vehicle, you come into possession of any property, which is not security for this Agreement, you will hold it for me. If I do not claim the property within thirty (30) days after you have repossessed the Vehicle, you may dispose of the property in any manner you may select. I agree that you will have no further liability to me for this property.

Borrowers Liability For Failure To Return Vehicle: It is unlawful to fail to return a motor vehicle subject to a security interest within thirty days of receiving notice of default. In the event of default, a notice of default will be mailed to me at the address on this contract. However, nothing in this paragraph imposes any contractual obligation upon you to give me notice of default. Your failure to do so will not be a breach of this Agreement and will not limit or impair any of your rights or remedies in the event of my default, as provided below. It is my responsibility to keep the listed address current. Unlawful failure to return a motor vehicle subject to a security interest is a class 6 felony which for a first offense carries a maximum jail sentence of 1.5 years. The maximum jail sentence may be greater if the defendant has a prior criminal record. The court may also impose a fine of no more than \$150,000.

Fees: In the event of the recovery of the Vehicle, I agree to pay a repossession fee to reimburse you for your reasonable expenses of retaking, holding, and preparing the vehicle for resale and similar expenses, adding same to the principal balance then owing. In the event you retake possession of the Vehicle, either voluntarily or otherwise, I agree to a storage charge of \$12 per day, adding same to the principal balance then owing on this agreement.

General: This Agreement shall be governed by the laws of the State of Arizona. Any provisions found to be invalid shall not invalidate the remainder hereof. Waiver of any default shall not constitute waiver of any subsequent default. All words used herein shall be construed to be of such gender and number as the circumstances require and all references herein to me shall include all other persons primarily or secondarily liable hereunder. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns and shall inure to the benefit of our successors and assigns. This Agreement constitutes the entire agreement between the parties and may not be altered or amended unless made in writing and duly executed by us.