

**Johnson's Title & Payday Loan**

*A Delaware Licensed Lender*

123 Anywhere Street

New Brunswick, Arkansas 23669

456-789-4568

**Date:**

4/12/2006

**Borrower:** RON JOHNSON  
600 W QUEEN STREET  
HAMPTON, VA 23669-  
Home Phone: (757) 224-7593  
Work Phone: 757-224-7732

**SSN:** 226-08-9406 **Contract Number:** CA100

**Check Number:** 243

**LOAN AGREEMENT**

**DISCLOSURES REQUIRED BY FEDERAL LAW**

<b>ANNUAL PERCENTAGE RATE</b>	<b>FINANCE CHARGE</b>	<b>AMOUNT FINANCED</b>	<b>TOTAL OF PAYMENTS</b>
<b>The cost of your credit as a yearly rate</b>	<b>The dollar amount the credit will cost you</b>	<b>The amount of credit provided to you or on your behalf.</b>	<b>The amount you will have paid after you have made all payments as scheduled</b>
391.07%	\$30.00	\$200.00	\$230.00

**ITEMIZATION OF AMOUNT FINANCED**

Previous Balance: \$0.00 Cash Advanced: \$200.00 Total Amt Financed: \$230.00

**Payment Schedule**

Number of Payments:	Amt of Payments	Loan Begins	When Payment Is Due
1	\$230.00	Wednesday, April 12, 2006	Wednesday, April 26, 2006

**TERMS AND CONDITIONS**

- For value received, I/we promise to pay Johnson's Title & Payday Loan, when due the amount of \$230.00. If this amount is not paid during normal banking hours on the due date as set forth above, I/we authorize Johnson's Title & Payday Loan to withdraw such funds by ACG debit. In consideration of this loan, I/we agree to pay the amount of the finance charges as set forth above. By signing below, I/We also agree to the following terms and conditions of this loan.
- Prepayment: there is no penalty for prepayment of this loan in full before the scheduled date. If the loan is paid early, pre-paid, unearned interest will be refunded to you in accordance with Delaware law.
- Dishonored Item Fee and Collection Costs: You will pay us a fee of \$20.00 per item if funds are not available for withdrawal on the payment due date or if your payment by check is returned for insufficient funds. In the event you are unable to repay your loan in full on the date due, Johnson's Title & Payday Loan may extend the unpaid balance of your loan for an additional term provided you first make payment of the unpaid, accrued interest. Finance charges will continue to accrue on a daily basis at the annual Percentage Rate until the loan is paid in full. your loan is subject to a maximum of four term extensions as provided by Delaware law. You will also be assessed and hereby agree to all attorney's fees and costs incurred in the collection of this note.
- Governing Law: This agreement and the rights, remedies, liabilities, powers and duties of the parties hereto shall be governed and construed in accordance with the laws of the State of Delaware except as federal laws may apply, without effect to the conflicts of laws of the State of Delaware.
- Arbitration: the parties agree that any claim, dispute or unresolved controversy arising out of or relating to this loan agreement, or any breach thereof, including any claim against Johnson's Title & Payday Loan or any of its respective affiliates, agents or employees may be decided by neutral, binding arbitration administered by the National Arbitration Forum under the Code of Procedure in effect at the time the claim is filed. rules and forms of the National Arbitration Forum may be obtained and all claims shall be filed at the National Arbitration office, www.arb-forum.com, or P.O. Box 50191, Minneapolis, Minnesota 55405. This arbitration agreement is governed by the Federal Arbitration Act, 9 U.S.C. sections 1-16. Judgment upon the award may be entered in any court having jurisdiction. Your arbitration fees may be waived by the National Arbitration Forum in the event you cannot afford them.

Small claims tribunal. All parties, including related parties, shall retain the right to see adjudication in a small claims tribunal for disputes within the scope of such tribunal's jurisdiction. Any dispute, which cannot be adjudicated within the jurisdiction of a small claims tribunal shall be resolved by binding arbitration. any appeal of a judgment from a small claims tribunal shall be resolved by binding arbitrator, de novo, by a fresh review of the facts.

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU AND WE WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE YOUR CASE, BUT HAVE CHOSEN TO HAVE ANY DISPUTE DECIDED BY AN ARBITRATION INSTEAD WITH THE EXCEPTION OF THE SMALL CLAIMS TRIBUNAL PARAGRAPH EXPLAINED ABOVE.

Waiver to Right to class Action: by signing below, you agree to waive any right to bring join or participate in a class action as to any claim or dispute arising out of or relating to this loan agreement, including any class action claim against Johnson's Title & Payday Loan, or its respective affiliates, agents or employees. This agreement does not constitute a waiver of any of your rights and remedies to pursue a claim individually and not as a class action in neutral, binding arbitration as provided above.

- Late Payment: 5% of installment. 5 DEL. C. ¶ 2203 3.2.3
- Rescission: You have the right to change your mind and cancel this contract by returning the principal to us within one business day without any charge to you.
- Court and Collection: The borrower understands and agrees that the Borrower will be solely and fully responsible for any and all costs of collection in the event of a dishonored check, including but not limited to COURT COSTS, ATTORNEY'S FEES, and applicable COLLETION AGENCY FEES.

Signature of Borrower \_\_\_\_\_ Date 4/12/2006 \_\_\_\_\_

Loan Officer \_\_\_\_\_ Date 4/12/2006 \_\_\_\_\_