

LENDER:

Johnson's Title & Payday Loan
 123 Anywhere Street
 Iowa City, Iowa 98567
 615-789-4568

BORROWER:

Ronnie C Johnson
 1015 East Concord Avenue
 Goodlettsville, TN 37072
 (615) 855-1192

Disclosure Made in Compliance with Federal Truth in Lending Act.

ANNUAL PERCENTAGE RATE	Method of Computing The Balance used in Calculated Finance Charges.	OTHER CHARGES
<p align="center">A fixed rate of 22.00% (0.06% daily periodic rate.)</p>	<p align="center">Average Daily Balance (including new cash advances)</p>	<p align="center">\$125.00 Charge to record Lien on borrower's certificate of title.</p>

In this Motor Vehicle Equity Line of Credit Agreement ("Agreement"), the words "you" and "your" mean each and every borrower who signs this Agreement. "Account" or "MVELOC" means your Motor Vehicle Equity Line of Credit account with Johnson's Title & Payday Loan. The words "we", "us" and "our" refer to Johnson's Title & Payday Loan.

- Account - Upon approval for your motor vehicle equity line of credit, a line of credit will be set by us secured by the motor vehicle described in the "Personal and Vehicle Information" section of this Agreement ("motor Vehicle"). You will be allowed to take cash advances from this Account from time to time up to the credit limit established by Johnson's Title & Payday Loan.
- Payment - Your First payment will be due in 42 days. Each month you will receive via U.S. Mail a statement showing your account information, including new cash advances, accrued finance charges, your new balance and your minimum monthly payment. You must pay at least the minimum monthly payment shown on your statement by the due date, in cash (USD), certified check or money order. Your minimum payment is comprised of the all charges, finance charges up to the billing cycle closing date, plus 10 % of the outstanding cash advance amount. WE SUGGEST THAT YOU PAY AS MUCH AS YOU CAN EACH MONTH TO REDUCE THE PRINCIPLE AMOUNT YOU OWE TO Johnson's Title & Payday Loan.
- Other Charges, Payment Application - All payments received by us will be applied first to the lien fees set forth by the state, which you agree to pay under this agreement, and then applied to the accrued finance charges for the billing cycle. Any payment in excess of finance charges will be applied to the principle balance.
- No Grace Period - This account has no grace period on any transaction or outstanding balance. The Motor Vehicle Equity Line of Credit accrues interest from the date of any cash advance.
- Calculation of Finance Charges - Finance charge under this agreement will be calculated on simple interest basis and shall accrue at a daily rate of 0.06% (APR 22.00%) to the "average daily balance" of your Account (including transactions). The average balance is comprised of the beginning balance of your Account each day, add any new cash advances, and subtract any payments or credits and unpaid finance charges, equals the daily balance.
- Security Interest - You hereby grant us a security interest pursuant to the Uniform Commercial Code in the Motor Vehicle, all accessories and accessories to the Motor Vehicle, and all proceeds related therein including all insurance proceeds or refunds of insurance premiums related to the Motor Vehicle (all such property therein referred to as "Collateral").
- Right to Reappraise Collateral, Request Income Information and Duty to Inform About Change in Circumstances - The Motor Vehicle Equity Line of Credit established for your Account is based on the value of the Collateral and your income. You agree we have the right to reappraise the Collateral and/ or demand proof of your current income from time to time upon reasonable notice. You further agree we have the right to increase or decrease your credit limit based upon the condition of the Collateral and/or your current income. You agree to provide access to the Collateral at the location where this Agreement was executed during normal business hours and within a reasonable amount of time after demand. You further agree to immediately inform us of any significant change in circumstances regarding your income or the value of the Collateral, including but limited to, any damage occurring to the Collateral of any significant change in its mechanical condition.
- Representations and Warranties - You represent and warrant that (a) you have the right to enter into this Agreement, (b) you are at least 18 years of age, (c) you understand that no credit insurance is offered with this Agreement, (d) that the Motor Vehicle is not stolen, has no liens or encumbrances against it, and that you will not attempt to transfer any interest in the Motor Vehicle or seek duplicate title, (e) you will not move the Motor Vehicle from the state of residence while any balance remains unpaid, and (f) notify Johnson's Title & Payday Loan of change of residence address or phone number.
- Default - You will be in default under this agreement: (a) if you fail to make any required payment by the payment due date; (b) if you fail to keep any of your promises under this agreement; any representation or information made by you to us is false or misleading.
- Our Rights in the event of Default - If you are in default under this Agreement, we may, at our discretion, do any one or more of the following: (1) declare the whole outstanding balance due on your Account immediately due and payable and proceed to collect it; (2) foreclose upon our lien and liquidate the Collateral securing this Agreement according to law, including using self-help repossession; (3) close your Account or lower your credit limit; (4) exercise all other rights, powers, and remedies given by law; and (5) recover from you all charges, costs and expenses, including all collection costs and reasonable attorney's fees incurred or paid by us in exercising any right, power or remedy provided by this Agreement or by law.

11. Repossession of the Motor Vehicle - Repossession means that, if you are in default under this Agreement, we can take Motor Vehicle from you. To take the Motor Vehicle, we can enter your property, or the property where the Motor Vehicle is stored, so long as is done peacefully. If the Motor Vehicle is repossessed, you have the right to get it back by paying the entire amount you owe under this Agreement, not just the past due payments, plus the cost of taking and storing the Motor Vehicle and any other expenses that we have incurred. We will send you a written notice of sale at least fifteen (15) days before selling the Motor Vehicle. If you do not redeem the Motor Vehicle by the date shown on such notice, we can sell it. We will use the net proceeds of the sale to pay all or part of your indebtedness to us. To calculate net proceed, any charges for taking and storing the motor Vehicle, cleaning and advertising, repairing if necessary, and any reasonable attorney's fees and court costs will be subtracted from the selling price. If you owe us less than the net proceeds of sale, we will pay you the difference unless we are required to it to someone else. If you owe more than net proceeds of sale, you will continue to owe this amount. After repossession, you will have 15 days to go to the location where the vehicle is stored and claim any personal articles left in the vehicle. Any personal articles not claimed with 15 days of repossession are subject to disposal.

12. Joint Liability - This agreement, signed by more than one person, can make both of you liable. We may choose to enforce our rights against one of you without affecting our rights as to the others. We can and may also release one of you without releasing the others.

13. Cancellation - You may cancel you Account at any time by submitting written notification, plus by paying your account in full including all fees and accrued Finance Charges. We may suspend making future cash advances on your Account at any time and in our sole discretion if we in good faith believe that we are in jeopardy of not being repaid as agreed by giving written notice to you, provided that if such suspension is made pursuant to this paragraph, you will be allowed to repay any remaining balance over time pursuant to this Agreement.

14. Notice of Change - Any notice or change of terms of this Agreement made by us will be declared reasonable if sent to you at the address set forth in the "Personal and Vehicle Information" section of the Agreement. The changes in this Agreement are not limited to the method of computing all Finance Charges and the Annual Percent Rate. If we make changes to the Agreement and you are not in agreement with said changes, you must notify us in writing with sixty (60) days and you must pay us with such notice in full the outstanding balance of you Account. If you do not take these actions you will have agreed to the change(s) in the notice.

15. General - (1) You agree to deposit with us a duplicate set of keys of the Collateral upon signing said agreement; (2) you agree to pay the maximum amount allowed by law plus any actual expenses incurred in connection with any check given to us which is not honored for any reason, despite our not being under the obligation to take personal checks; (3) you shall bear the entire risk of loss or damage to the Motor Vehicle while it is in your possession; (4) you agree to indemnify and hold us harmless from any and all claims for property damages or personal injuries arising from you operation of the Motor Vehicle, including but not limited to, all judgments, attorney's fees, court costs and any incurred expenses; (time is of the essence of this Agreement; and (5) this Agreement constitutes the entire Agreement between the parties and no other agreements, representations or warranties other than those stated herein shall be binding unless reduced in writing and signed by all parties.

16. Notices - Any notice we are required to provide under this Agreement or applicable law will be declared reasonable if sent to you at the address provide by you via regular mail.

17. Governing Law; Enforceability; Paragraph Headings - This Agreement shall be construed, applied and governed by the laws of the State of Iowa. The unenforceability or invalidity of any portion of this Agreement shall not render unenforceable or invalid the remaining hereof. The paragraph headings in this Agreement are for convenience only and do not limit any of its provisions. You agree that if we grant any waiver, modification or other indulgence of any kind at any time, it shall apply only to the specific instance and will not act as a waiver, modification or indulgence for any other or future act, event or condition. We may delay enforcing any of our rights under this Agreement with losing them.

18. Fair Credit Reporting Act Notice. Applicable law permits us to share information with third parties about our credit and account history with you. Applicable law also permits us to share additional information about you and your accounts with companies related to us by common ownership or control ("Affiliates"). We provide this additional information to our Affiliates so that you may receive special offers and promotions from our Affiliates.

19. Important Notice Regarding Customer Privacy. We collect non-public personal information about you from the following sources:

- Information we receive from you on applications or other forms.
- Information about your transactions with us, our affiliates, or others;
- Information we receive from a consumer-reporting agency.

We do not disclose any nonpublic personal information about our customers or former customers to anyone except to our affiliates and non-affiliated third parties working on our behalf as provided by law. We restrict access to nonpublic personal information about you to those employees who need to know that information and to our affiliates and non-affiliated third parties working on our behalf to provide products and serviced to you, to administer your account, or to collect any money or collateral due us. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard this nonpublic personal information.

Arbitration Agreement Provision Including Waiver of Jury and Class Action Participation. Arbitration is a method of deciding disputes outside the court system. This arbitration provision governs when and how any claims or disputes you and we may have will be arbitrated instead of litigated in court. THIS ARBITRATION PROVISION MAY SUBSTANTIALLY LIMIT OR AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY! KEEP THIS PROVISION OR A COPY FOR YOUR RECORDS.

Certain Definitions. Certain capitalized words used in this Arbitration Provision have special meanings:

"Claims" means any dispute, claim or controversy between you and us (including those raised as an initial claim, counterclaim, cross claim, or third party claim) that arises as an result of or has anything to at all to do with: (1) your Motor Vehicle Equity Line of Credit Account, (2) this Agreement, (3) any prior loan, line of credit or agreement you may have had with us or (4) your relationship with us including our attempts to collect your obligation or to repossess the Collateral securing the Account. This term includes (a) disputes relating to any products, including club memberships, or any services offered to you by us, (b) disputes about whether this Arbitration Provision is valid or binding or about whether or when it applies, (c) disputes relating to constitutional provisions, statutes, ordinances, regulations, court decisions, compliance with this Agreement, (d) disputes relating to wrongful acts of every type (whether intentional, fraudulent, reckless, or just negligent,) and (e) any claim or request for injunctive or declaratory relief. This Arbitration Provision applies to claims that arise prior to the effective date of this Arbitration Provision. However, the term "Claim" does not include our right to enforce our security interest and to obtain possession of the Collateral by seeking a repletion judgment or by using self-help, provided such an action seeks only possession of the Collateral and not a personal monetary judgment against you.

When used in this paragraph, "We", "Us" and "Our" do not mean just Johnson's Title & Payday Loan DEP, Inc. (the "Lender"), but also include: (1) any parent company of the Lender, (2) all companies owned by, controlled by or under common ownership or control with the parent company or the Lender, and (3) all of the employees or other individuals

Common ownership or control with the parent company of the lender, and (3) all of the employees of other individuals who manage or own these companies. Finally, if either you or we elect to arbitrate any Claim you bring against us, these terms include any other persons or companies who make Claims against in the same proceeding.

"Administrator" means the American Arbitration Association, JAMS or the National Arbitration Forum. These companies administer arbitration proceedings. The arbitrator will be selected under the Administrator's rules. You can select the Administrator if you give us written notice of your selection with your notice that you electing to arbitrate any claim or within 20 days after we give you notice that we are electing to arbitrate any claim. If you do not select the administrator on time we will select one. If for any reason the administrator you or we select is unable or unwilling to serve or continue to serve as administrator, you will have 20 days to select a different administrator. If we initiate arbitration, we shall pay the entire amount of filing fee and any required deposit required by the Administrator. If you initiate arbitration, you shall pay the first \$125 of such costs, and we will pay the remainder. Any arbitration shall take place in the district of your residence or in the district in which this Agreement was executed, at your option. If you cannot afford to pay the fees charged by the Administrator or if you believe that the fees will be prohibitively high or excessive, we will entertain in good faith any reasonable written request by you for us to pay or reimburse you for all or part of such fees. Each party shall bear the expense of the party's attorney's, experts, and witnesses, regardless of which party prevails in the arbitration, unless applicable law gives the party the right to recover any of those fees from the other party.

Starting Arbitration. You or we can give written notice to the other of an intention to begin arbitration of a Claim or Claims or to require arbitration of the other party's Claim or Claims. This notice can be given by on party even if the other party has begun lawsuit. If such a notice is given, any Claim will be resolved by arbitration under this Arbitration provision and the Administrator's Rules that are in effect at the time the Claim is filed with the Administrator. The arbitrator must be a lawyer with more than 10 years experience or a retired judge. A copy of the Claim form may be obtained from the Administrator or from us. A party who has asserted a Claim in a lawsuit may still elect arbitration with respect to any Claim that is later asserted in the same lawsuit by any other party. All doubts about whether to arbitrate a Claim shall be resolved in favor of arbitration.

We will not elect to arbitrate an individual Claim that you bring against us in "small claims" court either as an initial claim or a counterclaim provided that claim does not seek judgment in an amount greater than \$2,500. However, we may elect to arbitrate a "small claims" court that is later sent or appealed to any different court.

IMPORTANT LIMITATIONS Waiver of Right to Jury Trial

IF ARBITRATION IS CHOSEN BY EITHER OF US WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES OR BY THIS ARBITRATION PROVISION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU MAY HAVE IF A CLAIM WAS INITIATED IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. THE FEES CHARGED BY THE ARBITRATOR MAY BE HIGHER THAN THE FEES CHARGED BY A COURT. THESE SAME LIMITATIONS APPLY TO USE

CLASS ACTION LIMITATIONS

FURTHER, IF ARBITRATION IS CHOSEN BY EITHER OF US WITH RESPECT TO A CLAIM, YOU MAY NOT PARTICIPATE IN A CLASS ACTION OR A CLASS-WIDE ARBITRATION, EITHER AS A REPRESENTATIVE OR MEMBER OF ANY CLAIM OR CLAIMANTS PERTAINING TO ANY SUCH CLAIM OR ACT, EVEN IF SUCH CLAIM ACTION IS PENDING ON THE EFFECTIVE DATE OF THIS ARBITRATION PROVISION, EXCEPT THAT THIS ARBITRATION PROVISION WILL NOT PRECLUDE YOUR PARTICIPATION IN A CLAIM WHICH HAS ALREADY BEEN CERTIFIED ON THE EFFECTIVE DATE OF THIS ARBITRATION PROVISION AND WHICH RELATES TO CLAIM ARISING FROM A PRIOR AGREEMENT YOU HAD WITH US, AS LONG AS SUCH CERTIFICATION SURVIVED AN ALL APPEALS.

Unless a class is certified prior to that effective date of this Arbitration Provision and the certification survives any and all appeals, you acknowledge that you will be giving up your right to participate as a member of any such class if we decide to arbitrate your Claim. This means that you will not be able to obtain financial and other benefits that may ultimately be paid to or conferred upon members of any such class.

THERE SHALL BE NO AUTHORITY FOR CLAIMS TO BE ARBITRATED ON A "CLASS ACTION" BASIS. CLAIMS BROUGHT BY ANY BORROWER MAY NOT BE JOINED TO CLAIMS BROUGHT BY ANOTHER BORROWER.

Application of Federal Arbitration Act. This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. 1 et seq. The Arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations. This Arbitration Provision shall survive any default as well as the repayment of all amounts borrowed from us, any legal proceeding by us to collect a debt owed by you, an any bankruptcy, to the extent consistent with applicable bankruptcy law. If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Provision or the Agreement.

Contracting Arbitration Administrators. If you have a question about the arbitration administrators Contacting Arbitration Administrators. If you have a question about the arbitration administrators mentioned in as Arbitration Provision or would like to obtain a copy of their arbitration rules or fee schedules, you can contact them as follows: JAMS, 45 Broadway, 28th floor, New York, NY 10005, www.jamsadr.com, (800) 352-5267; American Arbitration Association. 335 Madison Avenue, New York, NY 10017, www.adr.org, (800) 778-7879; National Arbitration Forum, P.O. Box 501291, Minneapolis, MN 55405, www.arb-forum.com (800) 474-2371.

21. Your Billing Rights - Keep This Notice for Future Use. This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL.

If you think your bill is wrong, or if you need more information about a transaction on your bill, write to us on a separate sheet as soon as possible at the address listed on your bill. We must hear from you no later than 60 days after we sent the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In the letter please provide the following information:

Your name and account number.

The dollar amount of the suspected error.

Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

Borrower(s)'s Signature

Date

Lender's Authorized Agent's Signature

Date

Johnson's Title & Payday Loan
123 Anywhere Street
Iowa City, Iowa 98567
615-789-4568

ADDITIONAL DISCLOSURE

Date: 4/5/2006

Amount of
Cash Advance: \$1,000.00

AMOUNT OF INTEREST
CHARGED ON
A DAILY BASIS 0.060274%

ANNUAL PERCENTAGE RATE 22.00%

BORROWER

CO-BORROWER

EMPLOYEE

Johnson's Title & Payday Loan
123 Anywhere Street
Iowa City, Iowa 98567
615-789-4568

92

Customer Name	Ronnie C Johnson
Account #	TL181
Date of Credit Line	4/5/2006
Amount of Credit Line	\$5,000.00
Amount of Cash Advance	\$1,000.00
Date of Cash Advance	4/5/2006

BORROWER

CO-BORROWER

EMPLOYEE

PERSONAL AND MOTOR VEHICLE INFORMATION

Account Holder(s) Information:

Name: Johnson Ronnie C

Last Name: First Name: Middle Initial:

Name: _____

Last Name: First Name: Middle Initial:

Address: 1015 East Concord Avenue

Goodlettsville TN 37072-

City: State: Zip:

I (We) hereby acknowledge that I (we) have read the terms and conditions of this Motor Vehicle Equity Line of Credit Agreement, and all disclosures of rates and fees contained therein, and that I (We) agree to be bound by the terms, conditions and all amendments of this agreement.

Signature: _____ Date 4/19/2006

Signature: _____ Date 4/19/2006

Motor Vehicle Information

Year: 2000 Make: BMW
Model: 735i VIN: 12345678912345678

Account Information: 92

Account Number: TL181 Credit Limit: \$5,000.00

BORROWER

CO-BORROWER

EMPLOYEE