

# INSTALLMENT LOAN AGREEMENT

In this Installment Loan Agreement (this "Agreement"), the words "you" and "your" mean each customer so named below; the words "we", "us", and "ours" mean Johnson's Title & Payday Loan, which is the "Creditor" in this transaction.

Loan NO: CA100

Loan Date: 4/12/2006

Date Due: 4/26/2006

## LENDER:

Johnson's Title & Payday Loan  
123 Anywhere Street  
Chicago, Illinois 60016  
456-789-4568

## BORROWER:

RON JOHNSON  
600 W QUEEN STREET  
HAMPTON, VA 23669-  
Home:(757) 224-7593 Work:757-224-7732  
Soc. Sec. Number: 226-08-9406

## FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf	The amount you will have paid after you have made all payments as scheduled.
391.07%	\$111.00	\$200.00	\$311.00

**PAYMENT SCHEDULE** (1) Amount \$40.00 Due 4/26/2006 (2) Amount \$38.50 Due 5/10/2006  
(3) Amount \$37.00 Due 5/24/2006 (4) Amount \$195.50 Due 6/7/2006

SECURITY:243

PREPAYMENT: If I prepay in full, I may be entitled to a rebate or refund of all or part of the unearned finance charge. See the information below and on second page for additional information about contract terms, non-payment, and default.

ITEMIZATION OF THE AMOUNT FINANCED: (1) Amount given to you directly: \$200.00; (2) Amount paid on account no. with us: \$0.00.

PROMISE TO PAY: I Promise to pay to Johnson's Title & Payday Loan (Creditor), the total amount due as shown above in "Total of Payments" of \$311.00.

### PROMISSORY NOTE

PROMISE TO PAY: You promise to pay to Johnson's Title & Payday Loan, the total amount due as shown above the "Total of Payments" of \$311.00

Acceleration: If you fail to make any of the scheduled payments under the terms of this Agreement, or are otherwise in default as defined below, Lender may declare the entire balance outstanding and owed under the Agreement as immediately due without notice to you.

Attorney's Fees: You agree that in the event you default in performing any of your obligations under this Agreement, you shall pay all lawful collection costs associated with your default, including costs and reasonable attorney's fees.

Default: You will be in default under the Agreement if, for any reason, you fail to make payment in the full amount required by this Agreement on the due date. If you fail to make the final installment payment, you understand that interest will continue to accrue on any remaining unpaid balance at the Annual Percentage Rate disclosed above until the loan is paid in full or until entry of judgment. After the entry of judgment, interest will accrue at the maximum amount allowed by law.

Returned Check Fee: You will agree to pay to Lender the amount of \$20.00 if the check with which you make your loan payment is dishonored.

Prepayment: You have the right to prepay this loan in full by cash, renewal, refinancing, or a new loan and receive a credit of the total of applicable Finance Charge for all fully unexpired installments which follow the date of the prepayment computed on the "Rule of 78s" as explained in this Agreement.

Governing Laws: The Agreement shall be construed in accordance with and governed by federal law with respect to the Arbitration Agreement and the laws of the State of Illinois without giving effect to any choice of law rule.

Severability: If any provision of this Agreement or the application of any provision of this Agreement to any person, place or circumstance shall be determined to be invalid, unenforceable or void, the remainder of the Agreement, and the remainder of those provisions of this Agreement as applied to other persons, places and circumstances, shall remain in full force and effect.

Waiver: No waiver of your or our Rights is effective unless in writing. No written waiver for any one situation shall apply to any other situation. If either you or we fail to exercise or delay in exercising any right or remedy, this will not constitute a waiver for that or any other right or remedy.

Notice to Borrower: You may cancel this loan without costs by returning the full principal balance to the Lender by the close of the Lender's next full business day.

By signing this Agreement, you acknowledge that you have read, understand, and agree to all of the terms and conditions of this Agreement, including the "Arbitration Agreement", and acknowledge receipt of the transaction proceeds in the amount stated above. You further acknowledge that this Agreement was filled in before you signed and that you have received a completed copy of it. You hereby declare the information contained in this Agreement is true and correct to the best of your knowledge. You consent to the release of your non-public, personal information.

**DO NOT SIGN THIS AGREEMENT BEFORE YOU HAVE READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU WILL RECEIVE A COMPLETED COPY OF THIS AGREEMENT.**

Signature of Borrower

Date

Signature of Lender

Date

Signature of Borrower

Date

Signature of Lender

## Johnson's Title & Payday Loan

### AGREEMENT TO ARBITRATE DISPUTES

By signing below and to induce us to process and consider your application for a loan., you and we agree that any and all claims, disputes or controversies that we or our servicers or agents have against you or that you have against us, our servicers, agents, directors, officers and employees, that arise out of your application for a loan, the Loan Agreement that you must sign to obtain the loan, this agreement to arbitrate disputes, collection of the loan, or alleging fraud or misrepresentation, whether under the common law or pursuant to federal or state statute or regulation, or otherwise, shall be resolved by binding individual ( and not class arbitration by and under the Code of Procedure of the National arbitration Forum ("NAF") in effect at the time the claim is filed. This agreement to arbitrate disputes shall apply no matter by whom or against whom the claim is filed. Rules and forms of the NAF may be obtained and all claims shall be field at the NAF office, on the World Wide Web at, www.arb-forum.com, or at National Arbitration Forum, P.O. Box 50191 Minneapolis, Minnesota 55405. If you are unable to pay the costs of arbitration, your arbitration fees will be waived by the NAF. Any arbitration hearing, if one is held, will take place at a location near your residence. This arbitration agreement is made pursuant to a transaction involving interstate commerce. It shall be governed by the Federal Arbitration Act, 9. U.S.C Sections 1-16. Judgment upon the award may be entered by any party in any court having jurisdiction. This Agreement to Arbitrate Disputes is an independent agreement and shall survive the closing and repayment of the loan for which you are applying.

NOTICE: YOU AND WE WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE OR JURY DECIDE THE DISPUTES BUT HAVE AGREED INSTEAD TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION.

AGREEMENT NOT TO BRING, OR PARTICIPATE IN CLASS ACTIONS.

To the extent permitted by law, by singing below you agree that you will not bring, join or participate in any class action as to any claim dispute or controversy you may have against us, one of our agents, servicers, directors, officers or employees. You agree to the entry of injunctive relief to stop such a lawsuit or to remove you as a participant in the suit. This agreement is not a waiver of any of your rights and remedies to pursue a claim individually and not as a class action in binding arbitration as provided above. This agreement not to bring or participate in class action suites is an independent agreement and shall survive the closing and repayment of the loan for which you are applying.

OPTIONAL PRE-AUTHORIZATION TO ELECTRONIC FUND TRANSFER

**On the date written below I have entered into a loan agreement with Lender.**

Lender has agreed to lend me a certain amount of money, as set forth in the consumer credit disclosure-loan agreement ("Agreement") signed by me and dated as of today's date. In connection with and as a security for this loan, I have provided lender with my post dated checks from my bank account, which Lender will deposit on the date written on the check unless I repay the loan in full prior to this date. I understand that if the lender deposits this check with the bank and it is dishonored I will be in default under this agreement.

In this regard I hereby authorize Lender to initiate debit/credit entries to my account for all payments due, including any returned unpaid item fees due, on which the subject of this agreement is drawn and the Financial Institution at which the account is held to debit/credit the same to such account.

I can revoke this authorization by giving notice of revocation to the lender. Any revocation is effective only after lender has received written notice from me to revoke this authorization in such time and manner as to afford a reasonable opportunity to act upon the notice. I also have the right to stop payment of the debit entry but notification to my bank at least three business days before the scheduled date of the entry.

I acknowledge that I have read and understand this pre-authorization form and I have received a copy of it.

**WARNING: THIS LOAN IS NOT INTENDED TO MEET LONG-TERM FINANCIAL NEEDS. THIS LOAN SHOULD BE USED ONLY TO MEET SHORT-TERM CASH NEEDS. THE COST OF YOUR LOAN MAY BE HIGHER THAN LOANS OFFERED BY OTHER LENDING INSTITUTIONS. THIS LOAN IS REGULATED BY THE DEPARTMENT OF FINANCIAL AND PROFESSIONAL REGULATION.**

\_\_\_\_\_  
Signature of Borrower(s)

\_\_\_\_\_  
Date

**NAME AND ADDRESS OF BORROWER:** Borrower's Soc. Sec. Number: 226-08-9406

RON JOHNSON

600 W QUEEN STREET

298

HAMPTON, VA 23669-

Home: (757) 224-7593 Work: 757-224-7732

Date of this note 4/12/2006

Date Due: 4/26/2006

Loan NO.: CA100

**FEDERAL TRUTH IN LENDING DISCLOSURE STATEMENT**

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If default be made in the payment of any of said installment,s then all unpaid installments shall at the assignee's option, become immediately due and payable without notice or demand. To secure payment of the assignor's promissory note and interest thereon at the rate shown above and subject to provisions of applicable laws, each of the undersigned hereby assigns, transfers and sets over to the above-named assignee, wages, salary, commissions, and bonuses due or subsequently earned from his present employer for a period of three (3) years from the date hereof and from any future employer within a period of two (2) years from the date of the execution hereof. Any undersigned Debtor may revoke his assignment of wages at will by written notification to the holder. This assignment shall remain effective as to all of the undersigned Debtors not electing to revoke their agreement.

The amount that may be collected by assignee hereon shall not exceed the lesser of (1) 15% of the gross amount paid assignor for any week, or (2) the amount by which disposable earnings for a week exceed forty-five times the Federal Minimum Hourly wage in effect at the time the amounts are payable; and shall be collected until the total amount due under this assignment is paid or until expiration of employers payroll period ending immediately prior to the 84 days after service of the demand hereon, which first occurs.

The term 'disposable earnings' means the part of the earnings remanding after deduction of any amounts required by law to be withheld.

The assignor(s) hereby authorize, empower, and direct his/their said employer(s) to pay to assignee any and all moneys due or to become due assignor(s) hereon, authorize assignee to receipt for the same and release and discharge employer from all liability to assignor(s) on account of moneys paid in accordance herewith. No copy hereof shall be served on employer(s) except in conformity with the applicable law.

Each assignor acknowledges receipt of an exact copy of this Wage Assignment.  
Witness my hand and seal the day of the date hereof above written.

Witness: \_\_\_\_\_ Assignor: \_\_\_\_\_

Witness: \_\_\_\_\_ Employer's Name: \_\_\_\_\_