

# LOAN AGREEMENT, PROMISSORY NOTE AND SECURITY AGREEMENT

Customers Name TIFFANY JONES				<b>Contract Number:</b> TL205			
Customer's Address (Residence) City, State, ZIP 155 WINDWARD WAY TESTCITY, TN 37221				Time Made: 3/4/2009 2:37:17 PM		<b>Date Made:</b> 10/7/2008	
Drivers License Number: 050780164	Home Phone:	Work Phone:	Date of Birth: 2/23/1982	Eyes:	Race: White	Height: 5'3"	Gender F
<b>Creditor / Lender</b> Alpha Omega Consulting Group 716 Vauxhall Drive Nashville, TN 37221 866-802-5742				<b>MATURITY DATE</b> 11/7/2008			
This is a _____, with a vin number of _____ and plates that read _____.				<b>AMOUNT FINANCED</b> <i>The amount of credit provided to you or on your behalf.</i> <b>\$1,082.48</b>			
Payment(s) of <u>\$1,190.73</u> will be due beginning on <u>1/5/2009</u> .				<b>FINANCE CHARGE</b> <i>The dollar amount the credit will cost you</i> <b>\$108.25</b>			
<b>SECURITY:</b> Lender will have a security interest in the motor vehicle described				<b>TOTAL OF PAYMENTS</b> <i>The amount you will have paid after you have made all payments as scheduled</i> <b>\$1,190.73</b>			
<b>ADDITIONAL INFORMATION:</b> See your contract for any additional information concerning nonpayment and default and prepayment refunds.				<b>ANNUAL PERCENTAGE RATE</b> <i>The cost of your credit as a yearly rate</i> <b>120.00%</b>			
Amount Financed <b>\$1,082.48</b>	Amount given to you directly. <b>\$1,082.48</b>	Amount Refinanced <b>\$0.00</b>	<b>Payment Schedule</b> Number of Payments: <span style="float: right;">1</span>				

I, the Pledgor, acknowledge the Annual Percentage Rate and charges of this loan. Pledgor's Initials \_\_\_\_\_  
 This Loan Agreement, Promissory Note, and Security Agreement is entered into by and between Lender/Secured Party and Borrower/Debtor as of the above date, subject to the terms and conditions set forth and any and all representations Borrower has made to Lender in connection with this transaction.

**B. LOAN AGREEMENT.** You have requested a loan (the "LOAN") in the amount of the Amount Financed stated above (the "Principal"). At your specific request, we, as LENDER do hereby advance to you the Principal amount. To secure repayment of the Principal amount and any and all accrued and /or unpaid Finance Charge (the "Interest") as set forth above, you have granted to LENDER a security interest in your motor vehicle described above. Provided you do not default in the payment of any monetary sums due under this Agreement or fail to fully perform pursuant to this agreement, you may retain physical possession, ownership and use of the motor vehicle. However, should you default in any payment required hereunder, Lender shall have the absolute right in addition to any and all other remedies provided for by law, to foreclose upon the lien which may include the taking and physical possession of the motor vehicle regardless of where same may be located and thereafter liquidate the motor vehicle to fully cure and repay the (1) Principal amount advanced hereby, and all accrued and unpaid interest pursuant to this Agreement, together with (2) all costs or charges incurred by LENDER in foreclosing upon the lien, including the repossession, sale and/or liquidation of the motor vehicle including all costs and attorney's fees incurred by LENDER. This loan is offered under the Laws swearing to money, interest and usury.

By execution hereof, you as BORROWER, in the event of nonpayment or other default, expressly grant to LENDER an irrevocable power to act as your attorney-in-fact to execute any and all documents necessary to effectuate the liquidation of lender's lien, including the repossession, sale and/or liquidation of the motor vehicle by LENDER in satisfaction of its lien in and with this Agreement. You as BORROWER, shall pay to LENDER the amount set forth by the installment schedule above when due pursuant to the Promissory Note. Any notice that we as LENDER are required to provide you pursuant to the Agreement and/or the Uniform Commercial Code of the State of New Mexico will be deemed reasonable if sent to you at the address set forth by you above at least five (5) days before the event with respect to which notice is required. In the event the loan is repaid prior to maturity, the borrower shall pay interest at the rate set forth in Section A.1 for the number of days the loan is outstanding and there will be no prepayment penalty.

**C. PROMISSORY NOTE.** I (We), the undersigned, (jointly and severally,) promise to pay LENDER in United States currency, the Total Payments shown in Section A.4 above according to the payment schedule shown in section A.5 above at LENDER'S address set forth above when due until the Principal balance together with accrued and unpaid interest has been fully repaid together with any costs incurred by LENDER as set forth. Time is of the essence in your performance and payment of the monetary sums set forth by this Promissory Note. All monetary sums due hereunder shall be paid without prior demand, notice or claim of set-off. In the event of monetary, or non-monetary default, interest shall continue to accrue at the rate set forth in Section A.1 until the Principal balance together with all accrued and unpaid interest and costs are fully repaid.

**D. SECURITY AGREEMENT.** You as BORROWER/DEBTOR, to secure repayment of the monetary sums evidenced by the Promissory Note above, and this Loan Agreement, do grant to us as LENDER/SECURED PARTY, pursuant to the laws of the State of New Mexico, a Security Interest in and a lien upon the vehicle set forth above, and all accessions thereto, and all proceeds thereof which act as Security for the full repayment of sums advanced by Secured Party pursuant to the Loan Agreement and Promissory Note. You have further grant to LENDER, as security under the New Mexico Code of Insurance, an assignment and security interest in all proceeds of insurance or refunds of unearned premiums, or both, respecting any and all policies of, insurance assuring against the loss and/or total destruction of the Security to assure your repayment of the monetary sums advanced to you by LENDER. At all times that monetary sums remain due and unpaid, you agree to maintain insurance on the Security and that the Security shall not be removed from the State of New Mexico. By this Security Agreement, you, hereby expressly grant to LENDER, as Secured Party, in the event of Default, pursuant to the Promissory Note or any of the terms and conditions of the Loan Agreement, an irrevocable right of Secured Party to physically repossess the Security to allow foreclosure upon Secured Party's lien. In the event of such repossession, you hereby expressly grant to Secured Party the absolute right to liquidate the Security and UPON LIQUIDATION YOU SHALL RECEIVE ANY EXCESS PROCEEDS OF LIQUIDATION AFTER DEDUCTION FOR FULL PAYMENT TO LENDER OF PRINCIPAL AMOUNT OF THE LOAN, ACCRUED AND UNPAID INTEREST DUE LENDER PURSUANT TO THE PROMISSORY NOTE AND FORECLOSURE COST OF PUBLIC SALE INCLUDING ALL COST AND ATTORNEY'S FEES INCURRED. You further grant to LENDER your Power of Attorney-in-Fact to allow LENDER full authority to perfect its lien upon the title to the Security with the State of New Mexico, Department of Motor Vehicles. You expressly warrant and promise that until such time as the LOAN has been fully repaid you will not attempt to or seek to obtain a duplicate title to the Security which you continue to own, YOU, AS DEBTOR, WILL AT ALL TIMES THE LOAN IS OUTSTANDING AND UNTIL A FORECLOSURE UPON THE SECURED PARTY'S LIEN, BE THE LEGAL OWNER OF THE VEHICLE PURSUANT TO THE LAWS OF THE STATE OF NEW MEXICO. This contact and any remedies available for breach of this contract shall be governed by the laws of the State of New Mexico.

THUMB PRINT

**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 DOCUMENT.** I, the undersigned, have carefully read the terms and conditions of this agreement and agree to them.

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LENDER'S SIGNATURE

BORROWER'S SIGNATURE

■ NO PERSONAL CHECKS ACCEPTED ■ VERBAL AGREEMENTS FOR ADDITIONAL DAYS ARE NOT BINDING ■