

LOAN AGREEMENT, PROMISSORY NOTE AND SECURITY AGREEMENT

Lender: Alpha Omega Consulting Group, Inc. 716 Vauxhall Drive Nashville, TN 37221 (615) 662-9537	Today's Date: 11/14/2005 Maturity Date: 12/14/2005	Contract Number TL15R Motor Vehicle Collateral: Make: buick Model: century Year: 1992 Vin#: 32132132132112 License:
Borrower: RON W JONES 1015 EAST BOBBY COURT MILLERSVILLE, 37072-	Co-Borrower Address:	

Disclosure Made in Compliance with Federal Truth in Lending Act

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 all scheduled payments
240.00%	\$200.00	\$1,000.00	\$1,200.00

Itemization of Amount Financed:

Limitation of the Amount Financed of:	\$1,000.00
\$1,000.00	Amount given to you directly
\$0.00	Amount Paid on your prior account
Amount Paid to others on your behalf*	
	to the Dept. of Motor Vehicles for lien fees
\$0.00	to Continental Car Club (optional)

Security: You are giving a security interest in the above described motor vehicle.

Prepayment: Subject to a minimm charge of 10% of Amount Financed

See your contract documents for any additional information about nonpayment, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

Payment Schedule:

1 @ \$1,200.00
Due on: 12/14/2005

To the extent permitted by applicable law, we may retain or receive a portion of these amounts.

This loan Agreement, Promissory Note and Security Agreement ("Agreement") is executed by and between the BORROWER and LENDER on the date set forth above.

1. Promise to Pay, BORROWER promises to pay to LENDER in cash(USD), certified check, or money order the Amount Financed shown above at LENDER's address when due in accordance with the Payment Schedule shown above together with a finance charge as computed in paragraph 3 below until the Amount Financed together with accrued and unpaid finance charge has been fully repaid together with any costs incurred by LENDER in foreclosing upon its lien. All sums due hereunder shall be paid without prior demand, notice or claim of set off. BORROWER, without penalty, has the right to prepay the Amount Financed, or any portion thereof, at any time prior to maturity. If BORROWER prepays the Amount Financed, the Finance Charge BORROWER will be required to pay will be less than the amount shown above.
2. Collateral, To secure the BORROWER's obligations under this Agreement BORROWER hereby grants to LENDER a security interest in the Motor Vehicle described above ("Motor Vehicle"), all accessories and accessions to the Motor Vehicle, and all proceed related thereto, including all insurance proceeds or refunds of insurance premiums related to the Motor Vehicle (all such property referred to as "Collateral").
3. Finance Charge Calculation, Payment Applications. Finance Charge under this Agreement will be calculated on a simple interest basis and shall accrue at a daily rate of 1/365(1/366 in a leap year) of the Annual Percentage Rate multiplied by the unpaid principal balance (the Amount Financed less the amount it has been reduced by payments) for each day that any amount remains due to LENDER. If this loan is not paid in full on the date of the last payment, finance charges shall continue to accrue after such date. All payments shall be applied first to accrued finance charge, then any costs due to LENDER other than the unpaid principal amount, and finally to the unpaid principal amount.
4. Late Charge. Each payment received eleven (11) or more days after its due date will be assessed a delinquency charge of the lesser of five percent (5%) of the unpaid amount or five dollars (\$5).
5. BORROWER's Representations and Warranties. BORROWER represents and warrants that BORROWER has the right to enter into this Agreement, and is at least 18 years of age. BORROWER represents and warrants that the Motor Vehicle is not stolen, has no liens or encumbrances against it, that BORROWER will not attempt to transfer any interest in the Motor Vehicle until all obligations under this Agreement have ben paid in full, and that the Motor Vehicle will not be moved from the BORROWER's state of residence. BORROWER further warrants that until such time all amounts due hereunder are fully repaid, BORROWER will not attempt to seek a duplicate title to the Motor Vehicle.
6. Events of Default. The following constitute events of default under this Agreement: (a) BORROWER does not pay the full amount of any payment when due; (b) BORROWER fails to keep any of BORROWER's promises under this Agreement; or (c) any representation or information given to the LENDER by BORROWER is false or misleading.
7. LENDER's Rights in the Event of Default. Upon the occurrence of any event of default, the LENDER may at its option, and without notice or demand, do any one or more of the following: (a) declare the whole outstanding balance due under this Agreement due and payable at once and proceed to collect it; (b) foreclose upon its lien, including repossession and liquidation of any Collateral securing this Agreement according to law; (c) exercise all other rights, powers and remedies given by law; and (d) recover from BORROWER all charges, costs and expenses, including all collection costs and reasonable attorney's fees incurred or paid by the LENDER in exercising any right, power or remedy provided by this Agreement or by law, together with interest on such collection costs and fees at a rate equal to the Annual Percentage Rate. In the event of monetary or non-monetary default, the finance charge shall continue to accrue until the Amount Financed, together with all accrued and unpaid finance charges and costs, is fully repaid
8. BORROWER's Rights in the Event of Repossession. If LENDER repossesses the motor vehicle pursuant to paragraph 7, BORROWER shall have the right, at any time prior to LENDER disposing of such motor vehicle, to redeem the motor vehicle by tendering to LENDER the remaining principal due hereunder together with any and all accrued and unpaid finance charge, plus any costs incurred by LENDER in foreclosing upon its lien. Borrower may be responsible for additional funds if proceeds do not at least equal amount of debt plus cost of repossession and sale. IF the BORROWER has paid at the time of repossession an amount equal to sixty percent (60%) or more of this loan, and has not signed after default a statement renouncing or modifying the BORROWER's rights, LENDER must dispose of the motor vehicle in a commercially reasonable manner within 180 days after the LENDER takes possession of the motor vehicle. If the LENDER fails to do so, the BORROWER may be able to recover damages against LENDER.
9. Notices. Any notice that LENDER is required to provide under this Agreement or applicable law will be declared reasonable if sent to BORROWER at the address set forth above via regular mail.
10. General. (a) BORROWER agrees to pay the maximum amount allowed by law plus any actual expenses incurred in connection with any check given to LENDER which is not honored for any reason; (b) BORROWER shall bear the entire risk of loss or damage to the Motor Vehicle while it is in BORROWER's possession and agrees to indemnify and hold LENDER harmless from any and all claims for property damages or personal injuries arising from the operation of the Motor Vehicle, including but not limited to, all judgments, attorney's fees, court costs and any incurred expenses; (c) if more than one BORROWER executes this Agreement, each BORROWER will be jointly and severally liable; (d) time is of the essence of this Agreement; and (e) 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 both parties.
11. Governing Law; Enforceability. This Agreement shall be construed, applied and governed by the internal laws of the State of Oregon. The unenforceability or invalidity of any portion of this Agreement shall not render unenforceable or invalid the remaining portions hereof.
12. Optional Arbitration Agreement. Borrower and Lender may agree that the transactions contemplated by and occurring under, this Agreement involve "commerce" under the Federal Arbitration Act ("FAA") (\$U.S.C. §§1 et. seq.). Any and all disputes, controversies or claims (collectively, "claims" or "claim") whether preexisting, present or future between the Borrower and Lender, or between Borrower and any of Lender's officers, directors, employees, agents, affiliates or shareholders arising out of or relating to this Agreement (save and except the Lender's right to enforce the Borrower's payment obligations in the event of default, by judicial or other process, including self-help repossession) may be decided by binding arbitration under the FAA. Any and all claims subject to arbitration hereunder, as started by any party, will be resolved by an arbitration proceeding which shall be administered by the American Arbitration Association under its Commercial Arbitration rules (the "Arbitration Rules"), as presently published and

existing. However, in the event that Borrower initiates arbitration, Borrower shall pay the first \$125.00 of the filing fee required by the Arbitration rules and Lender will pay the remaining amount of such fee , as well as any required deposit. In the event Lender initiations arbitration, Lender shall pay the entire amount of the filing fee and any required deposit. The parties agree to be bound by the decision of the arbitrator(s). Any issue as to whether this Agreement is subject to arbitration shall be determined by the arbitrator. This agreement to arbitrate shall survive the termination of this Agreement. By agreeing to arbitrate disputes you do not waive your right to litigate claims through a court or to have a jury trial.

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

Borrower

Co-Borrower

By: Its Authorized Representative

OR8/02