

## LOAN AGREEMENT, PROMISSORY NOTE AND SECURITY AGREEMENT

Borrower/Debtor's Name <b>DAVID K JONES</b>							Contract Number TL286					
Borrower/Debtor's Address ( <i>Residence</i> ) City, State, Zip <b>22 DUKE RD APT 111</b>						Time Made		Date Made 3/2/2009				
Identification Type and Number		Home Phones		Work		D.O.B. 2/16/1982		Eyes	Race	Height 5'6"	Weight	Sex M
Creditor / Lender Alpha Omega Consulting Group <b>SECURITY:</b> Lender will have a security interest in the described motor vehicle.								MATURITY DATE 4/1/2009				
Year 1962		Color GREEN		Make Chevrolet		Model PICKUP		License Number HA7YYY		AMOUNT FINANCED The amount of credit provided to you or on your behalf. \$500.00		
Vehicle Identification Number BLCC1110				Title Certificate Number 04T771234		Registration Number		FINANCE CHARGE The dollar amount the credit will cost you. \$500.00				
								TOTAL OF PAYMENTS The amount required to redeem loan on maturity date. \$595.00				
<b>PREPAYMENT:</b> If you pay off early, you may be entitled to a refund of part of the finance charge. See your contract for any additional information concerning nonpayment and default and prepayment refunds or penalties.								<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate. 231.17%				
PAYMENT SCHEDULE WILL BE:												
Number of Payments		Amount of Each Payment		When Payments are Due								
1		\$595.00		4/1/2009								
Itemization of the Amount Financed of \$500.00			Amount given to you directly \$500.00			Lien Fee \$18.00			Amount Refinanced \$0.00			

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 Loan Agreement, Promissory Note and Security Agreement.

**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 by law, to foreclose upon the lien which may include the taking 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.

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 accord with this Agreement. You as BORROWER shall pay in cash to LENDER the amount set forth by the payment 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 South Carolina will be deemed reasonable if sent to you at the address set forth by you above at least ten (10) days before the event with respect to which notice is required.

**INTEREST:** This is a Simple Interest Loan, early payment will decrease the amount of the finance charge and late payment will increase the amount of the finance charge.

**PREPAYMENT:** If you pay off early you may be entitled to a refund of part of the Finance Charge.

**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 contract and agree to them. I, the undersigned, have also read and understand the charges for this loan and agree to them.

I Acknowledge the receipt of \$ \_\_\_\_\_.

**X** \_\_\_\_\_  
Lender's Signature

**X**

\_\_\_\_\_  
Borrower/Debtor's Signature

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

**PROMISSORY NOTE:** We, the undersigned, jointly and severally, promise to pay to LENDER in United States currency, the Total Payments shown above according to the payment schedule shown 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 until the Principal balance together with all accrued and unpaid Interest and costs are fully repaid, specifically, interest after the maturity of the Loan, will continue to accrue at the contract rate.

**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 South Carolina, a Security interest in and a lien upon the vehicle set forth above, 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 granted to LENDER, as security under the South Carolina Code of Laws, 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 collateral to assure your repayment of the monetary sums advanced to you by LENDER. At all times that monetary sums remain due and unpaid the Security shall not be removed from the State of South Carolina. 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 will receive all excess proceeds of liquidation after deduction for the full payment to LENDER of the principal amount of the loan, accrued and unpaid interest due LENDER pursuant to the promissory note and foreclosure costs of public sale including attorney's fees and costs 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 South Carolina, department of revenue, division 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, while the loan is outstanding and until a foreclosure upon secured party's lien, be the legal owner of the vehicle pursuant to the laws of the state of South Carolina. \_\_\_\_\_ DEBTOR HEREBY CONSENTS TO PERSONAL JURISDICTION AND VENUE IN SOUTH CAROLINA WITH RESPECT TO ANY ACTION ARISING OUT OF OR IN ANY WAY RELATED TO THIS LOAN AGREEMENT. DEBTOR FURTHER AGREES THAT THE COURT SHALL APPLY SOUTH CAROLINA LAW TO ALL ISSUES RAISED IN SUCH ACTION. \_\_\_\_\_

**NO PERSONAL CHECKS ACCEPTED • VERBAL AGREEMENTS FOR ADDITIONAL DAYS ARE NOT BINDING  
NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION**

**"This Chattel Paper (Instrument) has been assigned to Branch Bank and Trust Company of South Carolina as a secured party; and any further assignment of this Chattel Paper (Instrument) would violate the rights of Branch Bank and Trust Company of South Carolina."**