

# DEFERRED PRESENTMENT SERVICES AGREEMENT

Transaction Number CA100

Account Number 39

Loan Date: 4/12/2006

Due Date: 4/26/2006

**LICENSEE:** Johnson's Title & Payday Loan  
123 Anywhere Street  
Myrtle Beach, South Carolina 32154  
456-789-4568

**CLIENT:** RON JOHNSON  
600 W QUEEN STREET  
HAMPTON, VA 23669-

SSN: 226-08-9406  
Home Phone: (757) 224-7593  
Work Phone: 757-224-7732

In this Deferred Presentment Services Agreement (this "Agreement"), the words "you" and "your" mean the above customer and all who have signed as customer. The words "us" and "ours" mean Johnson's Title & Payday Loan

## FEDERAL TRUTH-IN-LENDING

<b>ANNUAL PERCENTAGE RATE</b>	<b>FINANCE CHARGE</b>	<b>AMOUNT FINANCED</b>	<b>TOTAL OF PAYMENTS</b>
<i>The cost of your credit as a yearly rate</i>	<i>The dollar amount the credit will cost you</i>	<i>The amount of credit provided to you or on your behalf</i>	<i>The amount you will have paid after all scheduled payments are made</i>
<b>391.07%</b>	<b>\$30.00</b>	<b>\$200.00</b>	<b>\$230.00</b>

The amount stated in the AMOUNT FINANCED Block above consists solely of the amount of cash we are giving you in exchange for your check. The above is a disclosure required by the Federal Truth-in-Lending Act.

The amount shown in the FINANCE CHARGE block is deemed a service fee by South Carolina law and not interest.

Prepayment: There will be no rebate of the FINANCE CHARGE if the check is prepaid before the presentment date.

**YOUR REPAYMENT SCHEDULE WILL BE:**

**Number of Payments: 1 Amount of payment: \$230.00 Due Date: 4/26/2006**

**Itemization of Amount Financed:**

**1. Amount Paid Directly To You: \$200** **2. Amount Paid Others: \$0.0**

A service charge imposed by the licensee shall not exceed the lesser of \$20.00 or the fee imposed by the financial institution on the licensee for the returned check due insufficient funds, stop payments or account closed.

We also have the right to all civil means available and allowed by law to collect the check and all applicable court costs.

I hereby acknowledge receipt of these disclosures prior to entering into this deferred presentment agreement.

CUSTOMER SIGNATURE: X \_\_\_\_\_

I hereby knowledge receipt of \$200.00 in a check, for check # 243 dated 4/12/2006 in the amount of \$230.00 drawn on First Tennessee Bank

I certify that I do not have more than two checks outstanding to any deferred presentment service providers and that the total face value of those checks when combined with the face value of the above described check, does not exceed \$500.

Additional terms of this Agreement are set forth on page 2 hereof and are incorporated as though printed in full here.

I hereby acknowledge that this agreement was completely filled in before I signed, that I have read, understand and agree to all the terms and conditions on the front of this agreement, and that I have received a completed copy of this agreement.

CUSTOMER SIGNATURE: X \_\_\_\_\_  
RON JOHNSON

\_\_\_\_\_  
Date

LICENSEE SIGNATURE: X \_\_\_\_\_  
Johnson's Title & Payday Loan

\_\_\_\_\_  
Date

## **ADDITIONAL TERMS OF AGREEMENT (READ CAREFULLY)**

**METHOD OF PAYMENT:** Your personal check in the amount of the Total of Payments stated in the Federal Truth in Lending Disclosures ("Disclosures"), and dated as of the date indicated in the Payment Schedule stated in the Disclosures (the "Due Date") will be held by us until the Due Date as security for this transaction. You agree that we may deposit this check on the Due Date if you have not paid us by cashier's check, or money order the amount of the Total of Payments before closing time on the Due Date. If payment is made prior to the deposit of your personal check, we will return the check to you at the time we receive payment.

**REQUIRED REPAYMENT BEFORE SCHEDULED DATE:** If you are in default under this Agreement, we may "accelerate" you payments. (When you will be in default is explained in the Default paragraph below.)

**DEFAULT:** You will be in default under this agreement if,

- (a) You do not pay us an amount you owe us under this Agreement or something else you owe us; or
- (b) any statement about yourself, your employment, or your financial condition (including the account on which the check you deliver to use is drawn) that you have made to us in the Agreement or any place else is false or misleading; or
- (c) you do not keep some other promise or agreement you have made to us in this Agreement or in another agreement or instrument; or if you are otherwise in default under such an agreement or instrument; or
- (d) any of the following things happens to you; death, failure to pay any of your debts as they come due, appointment of or taking possession by a receiver or other custodian of any of your property, or the commencement of a case under the Federal Bankruptcy Laws by or against you as a debtor.

**THINGS WE HAVE THE RIGHT TO DO TO PROTECT OURSELVES IF YOU DEFAULT:** Whenever you are in default under this Agreement we can pursue all legally available civil means to collect the check, including going to court and getting a judgement against you for the then unpaid amount of your debt. We can then collect the judgement by having the sheriff seize and sell any non-exempt real or personal property of your or other amounts that other people owe you.

**WAIVERS:** You agree to be liable for the repayment of this Agreement, even if we do not give you such as demand, presentment, notice of dishonor and protest or follow all of the legal procedures which we might be required to follow in the absence of this waiver. You consent to any extension of time or other accommodation that we make that in any way impairs or suspends our remedies or rights. We shall not waive any of our rights under this Agreement by making an accommodation for you or someone else. No waiver, consent or approval by us or change or amendment of this Agreement shall be effective unless it is in writing and we have signed it.

**ARBITRATION AGREEMENT:** Please read this agreement carefully. It limits some of your rights, including the right to bring a lawsuit in court. By signing the front of this document you and we agree that all claims or disputes between us will be submitted to binding arbitration if demanded by either party. The arbitration will be handled by the American Arbitration Association and governed by its rules. This agreement requiring arbitration (if demanded) is still fully binding even if a class action is filed in which you would be a class representative or member. You and we agree that the arbitration of any dispute or claim between us will be conducted apart from all other claims or disputes of other parties and that there will be no class or consolidated arbitration of any claims or disputes covered by this agreement.

**GOVERNING LAW:** Both this Agreement and the Application were executed at the offices in the State of South Carolina. The Application, the Agreement and this transaction arrangement with us, shall be governed by and construed and enforced solely in accordance with the laws of the State of South Carolina. **THE STATE COURTS LOCATED IN THE STATE OF SOUTH CAROLINA WILL HAVE EXCLUSIVE JURISDICTION AND VENUE OF ANY PERMITTED ACTION ARISING UNDER THIS AGREEMENT.**