

# TENNESSEE DEFERRED PRESENTMENT AGREEMENT

In this Deferred Deposit and Disclosure Agreement (this "Agreement"), the words "I", "you" and "your" mean the customer and all who have signed as customer. The words "we", "us" and "our" mean the licensee listed on this Agreement.

Agreement No. CA100

Agreement Date: 4/12/2006

**Presentment**

**/ Due Date:**

4/26/2006

**LICENSEE:**

**CUSTOMER:**

Johnson's Title & Payday Loan  
123 Anywhere Street  
Nashville, Tennessee 37221  
615-789-4568

RON JOHNSON  
600 W QUEEN STREET  
HAMPTON, VA 23669-  
(757) 224-7593  
Social Security Number: 226-08-9406

**FEDERAL TRUTH-IN-LENDING DISCLOSURE**

<b>ANNUAL PERCENTAGE RATE</b> <i>The cost of your credit as a yearly rate</i>	<b>FINANCE CHARGE</b> <i>The dollar amount the credit will cost you.</i>	<b>AMOUNT FINANCED</b> <i>The amount of credit provided to you or on your behalf</i>	<b>TOTAL OF PAYMENTS</b> <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>

**PAYMENT SCHEDULE**

One payment in the amount of \$230.00 due on 4/12/2006

Prepayment: There will be no rebate of the FINANCE CHARGE if this Deferred Presentment Agreement is prepaid before the Due date.

See the rest of this Agreement for additional information about nonpayment, default, late payment charges and any required repayment before the scheduled Due Date and prepayment refunds and penalties.

**Itemization of Amount Financed:**

1. Amount Paid Directly To You: \$200

2. Amount Paid to Others:

The above is a disclosure required by the Federal Truth-In-Lending Act, and TCA Sec.45-17-112(g).

The amount stated in the Amount Financed box above consists solely of the amount of cash we are giving you in exchange for your check.

**The amount shown above in the FINANCE CHARGE box is deemed a service fee by Tennessee law and not interest. TCA Sec. 45-17-112(b).**

A handling charge in the amount of \$20.00 will be collected if a check is returned due to insufficient funds, stop payment, or account closed.

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

Customer's Signature X \_\_\_\_\_

I hereby acknowledge receipt of \$200 in cash for check # 243 dated CA100 in the amount of \$230 drawn on First Tennessee Bank. We hereby agree to hold the check until presentment date, as set out above, before depositing it. In consideration for our cashing and deferred presentment of the check you agree to pay a service fee of \$30 and to cause the check to be paid by your bank on the presentment date.

**TRUTH OF APPLICATION:** You certify that the information in the Licensee's Information Form is true and correct. You understand that we are relying upon the Information Form and this Agreement. You authorize us to verify this information through any source.

**OTHER OUTSTANDING CHECKS:** You understand that we cannot accept your check for deferred presentment if you have more than (2) checks outstanding with any deferred presentment service providers or if the total face value of all checks outstanding with any deferred service providers equals or exceeds \$500.

**METHOD OF PAYMENT:** You agree that we may deposit the Check on the presentment date if you have not paid us in cash or by cashier's check, money order or other immediately available funds in the amount of the Check before noon on the presentment day.

**CONSEQUENCES OF DEFAULT:** Should you stop payment on a check or otherwise be in default under this Agreement, we may, at our option exercise any of the following remedies: (a) we may charge a return check handling charge authorized by §47-29-102; (b) if payment is not made after written demand, we may go to court and get a judgment against you for the then unpaid amount of your obligations to us. In the event judgment is entered in our favor, we may seek to collect this judgment through all judicial means necessary, including attaching your nonexempt property, or garnisheeing your wages; (c) if we have to go to court to collect the amount you owe us, your signature on this Agreement constitutes your agreement to pay all of our incurred court costs as authorized by §47-29-101(a)(4); (d) if we are advised by your bank or other financial institution that the Check has been altered, forged, stolen, obtained through fraudulent or illegal means, negotiated without proper legal authority, or represents the proceeds of illegal activity, we are required by law to notify the Tennessee District Attorney General for the district in which the check was received, and if the check is returned to us by your bank for any of these reasons, we may not release the Check without the consent of the district attorney general or other investigating law enforcement authority.

**RETURNED CHECK CHARGE:** If your check is returned to us due to insufficient funds, closed account or a stop payment order we may charge you a \$20.00 returned check handling charge.

I hereby certify that the Licensee shown above has inquired regarding my outstanding checks from other deferred presentment services providers and 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.

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 and back of this agreement, and that I have received a completed copy of this agreement.

**See Reverse Side For More Terms and Conditions**

X \_\_\_\_\_  
Customer Signature Date

\_\_\_\_\_  
Licensee Agents Signature Date

**ADDITIONAL TERMS OF AGREEMENT  
READ CAREFULLY**

**CUSTOMERS BANK CHARGES:** You will not hold Licensee or our agents responsible for depositing any check(s) or for any fees you must pay to your bank as a result of any check(s) being deposited at your bank.

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

***See Reverse Side For More Terms and Conditions***