

# UTAH MOTOR VEHICLE TITLE LOAN CONTRACT

Pledgor's Name DAVID K JONES	Date Made 3/2/2009
Title Pledge Lender/Designated Agent Alpha Omega Consulting Group 716 Vauxhall Drive Nashville, TN 37221	Loan Number TL286
	Social Security 789456123

### Description of Pledged Titled Personal Property

Year 1962	Color GREEN	Make Chevrolet	Model PICKUP	License Number HA7YYY	VIN BLCC1110	Title Certificate 04T771234
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## FEDERAL TRUTH IN LENDING DISCLOSURE

<p><b><u>ANNUAL PERCENTAGE RATE</u></b> The cost of your credit as a yearly rate</p> <p style="font-size: 1.5em;"><b>231.17%</b></p>	<p><b><u>FINANCE CHARGE</u></b> The dollar amount the credit will cost you</p> <p style="font-size: 1.5em;"><b>\$95.00</b></p>	<p><b><u>Amount Financed</u></b> The amount of credit provided to you or on your behalf</p> <p style="font-size: 1.5em;"><b>\$500.00</b></p>	<p><b><u>Total of Payments</u></b> The amount you will have paid after you have made all payments scheduled</p> <p style="font-size: 1.5em;"><b>\$595.00</b></p>
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**SECURITY:** Title Pledge Lender will have a security interest in the titled personal pledged property listed above.  
**PREPAYMENT:** If you pay off early, you will be entitled to a refund of part of the finance charge.  
**ADDITIONAL INFORMATION:** Pledgor agrees to be liable for reasonable attorney fees and all court cost of collections.

**Maturity Date**  
**4/1/2009**

<b>Itemization of the Amount Financed</b>	<b>Amount given to you directly</b>	<b>Amount Refinanced</b>
\$500.00	\$500.00	\$0.00

**Payment Schedule**  
**1 payment of \$595.00 due on 4/1/2009**

**I, hereby acknowledge receipt and the Annual Percentage Rate and charges of this loan. Pledgor's Initials X \_\_\_\_\_**

**Pledgor and Lender agree as follows:**

1. Title Pledge Lender agrees to make this Loan to Pledgor, and Pledgor hereby gives Title Pledge Lender a security interest in the Vehicle listed above to secure repayment of the Loan (including interest, fees, and applicable reimbursements).
2. Title Pledge Lender shall keep possession of the Certificate of Title for the Vehicle during the term of this agreement, and Title Pledgor Lender shall note its lien on the Certificate of Title. If the Utah Secretary of State fails upon request to note the Title Pledge lenders lien on the Certificate of Title for the Vehicle, because of either a defect in the Certificate of Title or the existence of another lien, such failure will constitute an immediate default by Pledgor under this Title Pledge Agreement.
3. The Pledgor, upon presentation of suitable identification, shall be entitled to redeem the Certificate of Title upon satisfaction of al outstanding obligations pursuant to the Title Pledge Agreement and applicable law.
4. When the Certificate of Title is redeemed, the Title Pledge Lender shall release the security interest in the Vehicle and return to the Pledgor the Certificate of Title for the Vehicle.

**ALTERNATIVES TO A TITLE LOAN:** Title loans are typically higher-cost loans. Lower cost loans are available to people with reasonably good credit. Before signing, you may compare the Annual Percentage Rate of this loan with other loans available to you (e.g. at banks, credit unions, and other lenders) to determine whether this cost is acceptable to you.

**OBTAINING CREDIT COUNSELING:** If you are obtaining this loan because of problems with your credit history, you may wish to obtain credit counseling or financial advice. Sources for that help include several nonprofit companies (you may find then listed under Credit & Debt Counseling in the yellow pages.

**CONSEQUENCES OF DEFAULTING ON A TITLE LOAN:** If Pledgor fails to make any of your payments by the end of the ten (10) day grace period we may repossess the pledgers property. If we do repossess, the pledgor will be given a reasonable amount of time to redeem the property by repaying the principal, repossession fees, and accrued finance charges. If you fail to redeem your property, we may sell the said property in a commercially reasonable matter. If selling of said property is needed the pledgor will properly execute and deliver any and all documents which are now required to sell said property.

Under penalty of perjury I declare that I have read the forgoing document and that the facts in it are true.  
 I, the undersigned, have carefully read the terms and conditions on the front and back of this contract and agree to them.  
 I, the undersigned, have also read and understand the charges for this loan agree to them.

**See Reverse Side For Additional Terms And Conditions**

<p style="font-size: 2em; font-weight: bold;">X</p> <p>_____</p> <p>Borrower's Signature</p>	<p>Date</p>	<p style="font-size: 2em; font-weight: bold;">X</p> <p>_____</p> <p>Lender's Signature</p>	<p>Date</p>
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7. This Title Pledge Agreement will be automatically renewed for successive 30 day periods, unless one of the following has occurred;  
(a) Pledgor has redeemed the Vehicle Certificate of Title by paying all principal, interest, customary fees and applicable reimbursements due in accordance with this Agreement and the Tennessee Title Pledge Act; or  
(b) Pledgor has surrendered possession, title and all other interest in and to the Vehicle and Certificate of Title to the Title Pledge Lender;  
(c) Title Pledge Lender has notified Pledgor in writing that this Title Pledge Agreement is not renewed; or

8. Title Pledge Lender shall have no recourse against Pledgor for the Loan or related charges other than the Title Pledge Lender's right to take possession of the Vehicle and the Certificate of Title upon Pledgor's default or failure to redeem, and to sell or otherwise dispose of the Vehicle in accordance with the provisions of the Tennessee Title Pledge Act. This provision shall control over any provision to the contrary contained in this Agreement, or any related document.

9. Pledgor covenants, represents and warrants to Title Pledge Lender as follows:

(a) Pledgor owns good Title to Vehicle, the Certificate of Title for the Vehicle is valid in all respects, and the Vehicle is unencumbered;  
(b) All information furnished by the Pledgor to Title Pledge Lender in connection with this transaction is true and correct, and no such information is false or misleading in a respect;  
(c) Pledgor agrees to give the title Pledge Lender at least one day's advance notice of any of the following: (i) any change in Pledgor's home telephone number; (ii) any change in Pledgor's work telephone number; (iii) any change in Pledgor's work address; (iv) any change in Pledgor's place of employment; or (v) any change in Pledgor's job status (for example, loss of job).  
The covenants, representations, and warranties of Pledgor described above shall constitute obligations of Pledgor under this Title Pledge Agreement. Any failure to perform or fulfill any of these obligations shall constitute an immediate default by Pledgor under this Title Pledge Agreement.

10. Upon Title Pledge Lender's providing Pledgor with ten (10) days written notice, Pledgor shall bring the Vehicle to Title Pledge Lender's place of business for the purpose of inspection and/or re-appraisal of the Vehicle. Pledgor shall bring the Vehicle during normal business hours of Title Pledge Lender. Any failure to comply with this section shall constitute an immediate default by Pledgor under this Title Pledge Agreement.

11. All rights and remedies of Title Pledge Lender under this Title Pledge Agreement shall be cumulative. The failure of Title Pledge Lender to exercise any right or remedy available under this Title Pledge Agreement, any other document, or applicable law, shall not be a waiver of Title Pledge Lender's rights or right to exercise any such right or remedy at any later time or upon any subsequent default.

12. Time is of the essence of this Title Pledge Agreement. The provisions of this Title Pledge Agreement shall be binding and inure to the benefit of the parties hereto, their heirs, legal representatives, successors and assigns.

13. This Title Pledge Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and may be modified or amended only by an instrument in writing signed by both parties.

14. Where appropriate in the context of this Agreement, the singular number shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

**PRIVACY STATEMENT:** We will not disclose to others the information that you provide to us except as disclosed in this statement. Sometimes it may be necessary to release your name and/or other information to government agencies in order to comply with the law. However, we will not release any information unless we are legally required to do so and will provide only the information that the agency requests. We may release your name and/or any other information that you provide to check your credit and verify the information supplied by you as part of this contract. We may release your name and/or any other information that you provide in order to collect any money due us, either under this or any other agreement that you may have with us. We do not offer our customer list to other companies. However, we reserve the right to change this policy at any time.

**DESIGNATED AGENT:** The name and address in this state of a designated agent upon whom service of process may be made is listed on the front of this contract.