

MOTOR VEHICLE TITLE PLEDGE AGREEMENT

PLEDGOR'S NAME Ronnie C Johnson						DATE MADE 4/5/2006	
Title Pledge Lender Johnson's Title & Payday Loan 123 Anywhere Street Dallas, Texas 78272 615-789-4568						Loan Number TL181	
						Social Security Number ***-**-0404	
DL Number_State 077636262 TN	Home Phone (615) 855-1192	Work Phone 615-662-9537	D.O.B. 4/24/1958	Eyes Brown	Height 5'6"	Weight	Sex M
Description of Pledged Titled Personal Property.							
Year 2000	Color Black	Make BMW	Model 735i	License No.	VIN 12345678912345678	Title Certificate Number	

FEDERAL TRUTH IN LENDING DISCLOSURE

<u>ANNUAL PERCENTAGE RATE</u> The cost of your credit as a yearly rate. 22.00%	<u>FINANCE CHARGE</u> The dollar amount the credit will cost you. \$20.40	<u>Amount Financed</u> The amount of credit provided to you or on your behalf. \$1,125.00	<u>Total of Payments</u> The amount you will have paid after you have made all payments scheduled \$1,145.40
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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 collection.			<u>Maturity Date</u> 5/5/2006
Itemization of the Amount Financed of \$1,000.00			<u>Payment Schedule</u> 1 Payment(s) of \$1,145.40 will be due beginning on 5/5/2006
Amount given to you directly \$1,000.00	Amount Refinanced \$1,000.00		

I hereby acknowledge receipt of this consumer notification and disclosures prior to entering into this pledge agreement. Pledger's Signature _____	Fee + Loan Amount = Total amount due \$20.40 + \$1,000.00 = \$1,020.40
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Borrower and Lender agree as follows:

1. Interest Calculation: Payment Application. Interest under this agreement will be calculated on a simple interest basis and shall accrue as a daily rate of no more than 1/365th of interest rate disclosed multiplied by the unpaid balance (the amount financed less the amount it has been reduced by payments) for each day that any amount remains due to the Lender. All payments shall be applied first accrued interest, then any costs due to the Lender other than the unpaid principal amount, and finally to the unpaid principal amount.

BORROWER, please initial in the space provided to verify that you have acknowledge that there are 2 pages to this document. _____

2. Promise to Pay. **BORROWER** or **BORROWERS** promises to pay to **LENDER** in immediately available United States currency, the Total of Payments shown above at **LENDER's** address when due on accordance with the Payment Schedule shown above 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.

3. Extensions. Unless the **BORROWER** or **BORROWERS** has repaid all obligations under this Agreement in full, surrendered the Motor Vehicle, has been sent notice of **LENDER's** intention not to renew this Agreement, or had defaulted under this Agreement, the **LENDER** shall automatically extend from month to month the due date of the Amount Financed until so terminated.

4. Collateral. To secure the **BORROWER'S** obligations under this Agreement and any extensions or renewals thereof, **BORROWER** or **BORROWERS** hereby grants to **LENDER** a security interest in the Motor Vehicle described above, all accessories and accessions to the Motor Vehicle, and all proceeds related thereto, including all insurance proceeds or refunds of insurance premiums related to the Motor Vehicle (all such property referred to as "Collateral"). **BORROWER** or **BORROWERS** agrees to reimburse **LENDER** for any costs incurred by **LENDER** in perfecting its lien.

5. Event of Default. The following constitute events of default under this Agreement: (a) **BORROWER** or **BORROWERS** does not pay the full amount of an installment payment when due; (b) **BORROWER** or **BORROWERS** fails to keep any of **BORROWER's** promises under this Agreement, or (c) any representation of information given to the **LENDER** by **BORROWER** or **BORROWERS** is false or misleading.

6. **LENDER's** Rights in the Event of Default. Upon 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 and liquidate and Collateral securing this Agreement according to law, including but not limited to by using self-help repossession; (c) exercise all other rights, powers and remedies given by law; and (d) recover from **BORROWER** or **BORROWERS** all charges, costs and expenses, including all collections costs and reasonable attorneys' 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 collections 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. (e) In the Event the Vehicle/Collateral is repossessed the Lender will hold the Vehicle/Collateral in storage up to 10 days at a cost of \$15.00 per. day. At the end of the 10 day period the Vehicle/Collateral will become the property of the Lender.

ADDITIONAL TERMS AND CONDITIONS OF THIS LOAN AGREEMENT

GOVERNING LAW and ASSIGNMENT. This Loan Agreement will be governed by the laws of the State of Utah, except that the arbitration provision is governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16 ("FAA"). We may assign or transfer this Loan Agreement or any of our rights hereunder. WAIVER OF JURY TRIAL AND ARBITRATION PROVISION. Arbitration is a process in which persons with a dispute: (a) waive their rights to file a lawsuit and proceed in court and to have a jury trial to resolve their disputes; and (b) agree, instead, to submit their disputes to a neutral third person (an "arbitrator") for a decision. Each party to the dispute has an opportunity to present some evidence to the arbitrator. Pre-arbitration discovery may be limited. Arbitration proceedings are private and less formal than court trials. The arbitrator will issue a final and binding decision resolving the dispute, which may be enforced as a court judgment. A court rarely overturns an arbitrator's decision. We have a policy of arbitrating all disputes with borrowers which cannot be resolved in a small claims tribunal, including the scope and validity of this Arbitration Provision and any right you may have to participate in an alleged class action.

THEREFORE, YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:

1. For purpose of this Waiver of Jury Trial and Arbitration Provision (hereinafter the "Arbitration Provision"), the words "we", "us" and "our" mean Johnson's Title & Payday Loan The words "you" and "your" mean the customer who has signed below. Furthermore, the words "dispute" and "disputes", are given the broadest possible meaning and include, without limitation (a) all claims, disputes, or controversies arising from or relating directly or indirectly to the signing of this Arbitration Provision, the validity and scope of this Arbitration Provision and any claim or attempt to set aside this Arbitration Provision; (b) all federal or state law claims, disputes or controversies, arising from or relating directly or indirectly to this Loan Agreement (including the Arbitration Provision), the information you gave us before entering into this Loan Agreement, including the Customer Application, and/or any past agreement or agreements between you and us; (c) all counterclaims, cross-claims and third-party claims; (d) all common law claims, based upon contract, tort, fraud, or other intentional torts; (e) all claims based upon a violation of any state or federal constitution, statute or regulation; (f) all claims asserted by us against you, including claims for money damages to collect any sum we claim you owe us; (g) all claims asserted by you individually against us and/or any of our employees, agents, directors, officers, shareholders, governors, managers, members, parent company or affiliated entities (hereinafter collectively referred to as "related third parties"), including claims for money damages and/or equitable or injunctive relief; (h) all claims asserted on your behalf by another person; (i) all claims asserted by you as a private attorney general, as a representative and member of a class of persons, or in any other representative capacity, against us and/or related third parties (hereinafter referred to as "Representative Claims"); and/or (j) all claims arising from or relating directly or indirectly to the disclosure by us or related third parties of any non-public personal information about you.

2. You acknowledge and agree that by entering into this Arbitration Provision:

(a) YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES; and

(b) YOU ARE WAIVING YOUR RIGHT TO HAVE A COURT, OTHER THAN A SMALL CLAIMS TRIBUNAL, RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES; and

(c) YOU ARE WAIVING YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES.

2. You acknowledge and agree that by 3. Except as provided in Paragraph 6 below, all disputes including any Representative Claims against us and/or related third parties shall be resolved by binding arbitration only on an individual basis with you.

THEREFORE, THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION; THAT IS, THE ARBITRATOR SHALL NOT ALLOW YOU TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION.

4. Any party to a dispute, including related third parties, may send the other party written notice by certified mail return receipt requested of their intent to arbitrate and setting forth the subject of the dispute along with the relief required, even if a lawsuit has been filed. Regardless of who demands arbitration, you shall have the right to select either of the following arbitration organizations to administer the arbitration: the American Arbitration Association (1-800-778-7879) <http://www.adr.org> or National Arbitration Forum (1-800-474-2371) <http://www.arb-forum.com>. However, the parties may agree to select a local arbitrator who is an attorney, retired judge, or arbitrator registered and in good standing with an arbitration association and arbitrate pursuant to such arbitrator's rules. The party receiving notice of arbitration will respond in writing by certified mail return receipt requested within twenty (20) days. If you demand arbitration, you must inform us in your demand of the arbitration organization you have selected or whether you desire to select a local arbitrator. If related third parties or we demand arbitration, you must notify us within twenty (20) days in writing by certified mail return receipt requested of your decision to select an arbitration organization or your desire to select a local arbitrator. If you fail to notify us, then we have the right to select an arbitration organization. The parties to such dispute will be governed by the rules and procedures of such arbitration organization applicable to consumer disputes, to the extent those rules and procedures do not contradict the express terms of this Loan Agreement or the Arbitration Provision, including the limitations on the arbitrator below. You may obtain a copy of the rules and procedures by contacting the arbitration organization listed above.

5. Regardless of who demands arbitration, we will advance your portion of the expenses associated with the arbitration, including the filing, administrative, hearing and arbitrator's fees (Arbitration Fees"). Throughout the arbitration, each party shall bear his or her own attorneys' fees and expenses, such as witness and expert witness fees. The arbitrator shall apply applicable substantive law consistent with the FAA, and applicable statutes of limitation, and shall honor claims of privilege recognized at law. The arbitration hearing will be conducted in the county of your residence, or within 30 miles from such county, or in the county in which the transaction under this Loan Agreement occurred or in such other place as shall be ordered by the arbitrator. The arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. In conducting the arbitration proceeding, the arbitrator shall not apply any federal or state rules of civil procedure or evidence. If allowed by statute or applicable law, the arbitrator may award statutory damages and/or reasonable attorneys' fees and expenses. Regardless of whether the arbitrator renders a decision or an award in your favor resolving the dispute, you will not be responsible for reimbursing us for your portion of the Arbitration Fees. At the timely request of any party, the arbitrator shall provide a written explanation for the award. The arbitrator's award may be filed with any court having jurisdiction.

6. All parties, including related third parties, shall retain the right to seek adjudication in a small claims tribunal for disputes in the county of your residence within the scope of such tribunal's jurisdiction. Any dispute, which cannot be adjudicated within the jurisdiction of a small claims tribunal, shall be resolved by binding arbitration. Any appeal of a judgment from a small claims tribunal shall be resolved by binding arbitration.

7. This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA. If a final non-appealable judgment of a court having jurisdiction over this transaction finds, for any reason, that the FAA does not apply to this transaction, then our agreement to arbitrate shall be governed by the arbitration law of the State of Utah.

8. This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. The Arbitration Provision is binding upon and benefits us, our successors and assigns, and related third parties. The Arbitration Provision survives any termination, amendment, expiration or performance of any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing.

You acknowledge that you have read, understand, and agree to the terms of the Loan Agreement, including the Additional Terms and Conditions set forth above, and that you have received a complete copy of such.

Signature _____ Date _____ By _____

Any comments or questions may be directed to Johnson's Title & Payday Loan at the following number : 615-789-6548.