

# VIRGINIA PAYDAY LOAN AGREEMENT

In this Payday Loan Agreement, the words 'I', 'you' and 'your', mean the Borrower and all who signed as borrower. The words 'we', 'us', and 'our' mean the Lender listed on this Agreement."

Borrower's name      RON W JONES  
Borrower's addr      1015 EAST BOBBY COURT  
                                 MILLERSVILLE, 37072-  
SSN/Ident type      545-45-4544  
Creditor/Lender      Alpha Omega Consulting Group, In

Contract No:          CA76101R  
Date Made            11/14/2005  
Hm                      (615) 855-1999  
Wk                      615-662-9537  
Check Number:      321

## 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>469.29%</b>	<b>\$90.00</b>	<b>\$500.00</b>	<b>\$590.00</b>

Your payment schedule will be 1 payment in the amount of **\$590.00** due on **11/28/2005**

SECURITY: Your Check is security for this loan.

LATE CHARGE: If you don't pay the entire balance due on or by the Due Date of the loan, interest will begin to accrue on the unpaid balance at the rate of 6% per annum and will continue until the full unpaid balance is paid.

PREPAYMENT: If you pay off early, you may be entitled to a refund of part of the Finance Charge. See the rest of the loan agreement for any additional information about nonpayment, default, and prepayment refunds and penalties.

ITEMIZATION OF AMOUNT FINANCED OF \$500.00

PRINCIPAL AMOUNT OF LOAN \$500.00

AMOUNT GIVEN TO YOU DIRECTLY \$500.00

AMOUNT OF CHECK \$500.00

AGREEMENT: You promise to pay to us the amount set out above as the Total of Payments in accordance with the above Payment Schedule. We (a) hereby give you \$500.00 in cash or check, and (b) will not present the check for payment until the Due Date as set out above. If you have not redeemed the check on or before the due date, we are authorized to deposit the check to satisfy the obligation.

TRUTH OF APPLICATION: You certify that the information stated on this loan agreement is true and correct. You also warrant and represent that you are not a debtor under any proceeding in bankruptcy, insolvency, or reorganization and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code. You understand we are relying upon the application and this loan agreement. You authorize us to verify any information by the use of a credit report.

METHOD OF PAYMENT: your personal check in the amount of the Total of Payments stated in our disclosures will be held by us until the Due Date as security for this loan. If you have no paid us in cash or by other good funds instrument in the mount of the Total of Payments on or before the Due Date, you Agree that we may deposit this check. 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.

TIME : It is essential that you make your payment on time and keep all your promises under this loan agreement.

CANCELLATION: You have the right to cancel this loan transaction at any time before the close of business on the next business day following the date of this transaction by paying to Lender/licensee, in the form of cash or other good funds instrument, the amount advanced to you.

PREPAYMENT: You have the right to prepay this loan prior to maturity by paying the Lender/Licensee the principal amount advanced and any accrued and unpaid fees. If you prepay this loan in full, you shall be responsible for the pro-rata portion of the total interest and fees based upon the number of days that have elapsed between the loan disbursement date and the date of prepayment. You may make partial prepayments of this loan in increments of not less than five (\$5) at any time without charge. If you make partial prepayments you shall only be responsible for the pro-rata portion of the initial interest and fees based upon the time and amount of such partial prepayments.

LATE CHARGES: If you don't pay the entire balance due on or by the Due Date of this loan a daily interest charge will begin to accrue at a rate of 6% per year and will continue until the full unpaid balance and additional charges are paid in full. All payments received will be applied first to any returned check charges, then accrued interest charges, then to the unpaid principal balance of your loan.

DEFAULT: You will be in default under this agreement if: (a) you stop payment on the check or otherwise fail to pay the Total of Payments on or before the Due Date stated on this loan agreement, or (b) you provide false or misleading information about yourself, your employment or your financial condition prior to entering this loan agreement.

\_\_\_ (initial here) I acknowledge that I have received copies of the 'Borrower Rights and Responsibilities' pamphlet and the 'Payday Warning' notice. By signing this Agreement you acknowledge that this agreement was filled in before you signed and that you have received a completed copy . You further acknowledge that you have read it, understand it and that you agree to all of its terms. I, the Presenter and Borrower shown above, here attest the check being presented for this loan is drawn on legitimate, open and active account, the check is not altered, forged, stolen, or obtained through fraudulent or illegal means, and that it is not negotiated without proper legal authority and does not represent the proceeds of illegal activity.

Borrower

Date

Lender's authorized agent

Date

**Alpha Omega Consulting Group, Inc.**

**AGREEMENT TO ARBITRATE DISPUTES**

By signing below and to induce us to process and consider your application for a loan., you and we agree that any and all claims, disputes or controversies that we or our servicers or agents have against you or that you have against us, our servicers, agents, directors, officers and employees, that arise out of your application for a loan, the Loan Agreement that you must sign to obtain the loan, this agreement to arbitrate disputes, collection of the loan ,or alleging fraud or misrepresentation, whether under the common law or pursuant to federal or state statute or regulation, or otherwise, shall be resolved by binding individual ( and not class arbitration by and under the Code of Procedure of the National arbitration Forum ("NAF") in effect at the time the claim is filed. This agreement to arbitrate disputes shall apply no matter by whom or against whom the claim is filed. Rules and forms of the NAF may be obtained and all claims shall be field at the NAF office, on the World Wide Web at, [www.arb-forum.com](http://www.arb-forum.com), or at National Arbitration Forum, P.O. Box 50191 Minneapolis, Minnesota 55405. If you are unable to pay the costs of arbitration, your arbitration fees will be waived by the NAF. Any arbitration hearing, if one is held, will take place at a location near your residence. This arbitration agreement is made pursuant to a transaction involving interstate commerce. It shall be governed by the Federal Arbitration Act, 9. U.S.C Sections 1-16. Judgment upon the award may be entered by any party in any court having jurisdiction. This Agreement to Arbitrate Disputes is an independent agreement and shall survive the closing and repayment of the loan for which you are applying.

NOTICE: YOU AND WE WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE OR JURY DECIDE THE DISPUTES BUT HAVE AGREED INSTEAD TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION.

AGREEMENT NOT TO BRING, OR PARTICIPATE IN CLASS ACTIONS.

To the extent permitted by law, by singing below you agree that you will not bring, join or participate in any class action as to any claim dispute or controversy you may have against us, one of our agents, servicers, directors, officers or employees. You agree to the entry of injunctive relief to stop such a lawsuit or to remove you as a participant in the suit. This agreement is not a waiver of any of your rights and remedies to pursue a claim individually and not as a class action in binding arbitration as provided above. This agreement not to bring or participate in class action suites is an independent agreement and shall survive the closing and repayment of the loan for which you are applying.

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lender's authorized agent

\_\_\_\_\_  
Date