

CONSUMER INSTALLMENT LOAN AGREEMENT AND TRUTH-IN-LENDING ACT DISCLOSURE STATEMENT

This Consumer Installment Loan Agreement and Truth-In-Lending Act Disclosure Statement (referred to herein as the "Agreement") is entered into between Borrower (referred to herein as "Borrower", "you" or "your") and Title Lenders of Wisconsin, Inc. d/b/a A1 AUTO TITLE LOAN (referred to herein as "Lender").

Lender: Auto Title Loan /Payday Loan Company 123 Estate Road Nashville, TN 37221 (615) 662-9537 Date of Loan: 8/21/2007	Borrower: Rod N Jones SSN:406-99-9978 AND Samantha D H 1015 East Barbara Court Goodlettsville, TN 37072 Home Phone: 615) 855-4321 Work Phone: 615-662-9537 Loan Number: TL6
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ANNUAL PERCENTAGE RATE: <u>300.00%</u> The cost of your credit as a yearly rate.	FINANCE CHARGE: <u>\$263.75</u> The dollar amount the credit will cost you.	AMOUNT FINANCED: <u>\$1,055.00</u> The amount of credit provided to you on your behalf.	TOTAL OF PAYMENTS: <u>\$1,318.75</u> The amount you will have paid after making all scheduled
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PAYMENT SCHEDULE: payments of \$0.00 due Monthly beginning on 9/20/2007

DESCRIPTION OF GOODS OR PROPERTY (the "Motor Vehicle"):

Year of Vehicle:	Make:	Model:	Vehicle Identification Number:
1999	BMW	735i	12345678912345678

SECURITY: You are giving a security in interest in the vehicle described above.

LATE PAYMENT: If a payment is more than ten (10) days late, you will pay Lender Five Percent (5%) of the unpaid portion of the payment or Ten Dollars (\$10.00), whichever is less. Lender has the right to choose whether to assess interest after the maturity date or assess a late payment fee. Only one of these remedies may be assessed, but not both.

PREPAYMENT: If you pay off this loan early, you will be entitled to a refund of part of the finance charge. **YOU MAY CANCEL THIS LOAN WITHOUT COST BY RETURNING THE FULL PRINCIPAL BALANCE TO LENDER BY THE CLOSE OF THE LENDER'S NEXT FULL BUSINESS DAY** See the provisions of this Agreement below on this Page 1, and on Pages 2 and 3, for any additional information about nonpayment, default, any required repayment in full before the scheduled due date, and prepayment refunds and penalties.

ITEMIZATION OF AMOUNT FINANCED OF ...

Amount given to you directly.....	\$1,000.00
Lien fee.....	\$20.00
Amount paid on your Loan Number <u>TL6</u>	\$1,020.00

NOTICE OF YOUR FINANCIAL PRIVACY RIGHTS AND
RESTRICTION OF NON-PUBLIC INFORMATION ACCESS

We restrict access to your non-public personal information to employees needing to know that information to assist you with products or services. We keep the physical, electronic and procedural safeguards required by our regulators to insure the safety of your personal information.

INFORMATION TO NON-AFFILIATED THIRD PARTIES

Since we value our relationship, we will not disclose your non-public personal information to non-affiliated third parties unless required by law. We also do not disclose non-public personal information about former customers unless required by law.

NOTICE TO CUSTOMER:

(A) DO NOT SIGN THIS AGREEMENT BEFORE YOU READ PAGES 1, 2 and 3, EVEN IF ADVISED OTHERWISE.

(B) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.

(C) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.

(D) YOU HAVE A RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS

NOTICE: SEE ADDITIONAL TERMS AND CONDITIONS ON FOLLOWING PAGES

PROMISE TO PAY: You promise to pay to Lender the total amount due as shown above in "TOTAL OF PAYMENTS".

DEFAULT: You will be in default of this Agreement if an amount exceeding one (1) full payment has remained unpaid for more than ten (10) days after the scheduled or deferred due date or if you fail to pay the first or the last payment under this Agreement within forty (40) days of its scheduled or deferred due date as set forth in Section 425.103(2) (a) of the Wisconsin Statutes.

RETURNED CHECK FEE: You agree to pay a fee of Fifteen Dollars (\$15.00) if any of your checks are returned unsatisfied as provided in the Wisconsin Consumer Act, Section 422.202 (2m) (a) of the Wisconsin Statutes.

PREPAYMENT: As stated above in the Disclosure statement portion of this Agreement, you may prepay in whole or in part at any time the amount due under this Agreement and you will not incur any additional charge or fee. If you prepay in full, you are entitled to a refund of the unearned finance charge. The amount of the refund will not be less than the difference between the original finance charge and the portion of the finance charge at the agreed rate (Annual Percentage Rate), computed on the unpaid principal balance (Amount Financed), as required by Section 138.09(7) (gm) 3.b of the Wisconsin Statutes.

BORROWER'S ACKNOWLEDGEMENTS AND WARRANTIES: You warrant that you have the right to enter into this Agreement, that you are at least eighteen (18) years of age, and that you understand that no credit insurance is being offered with this Agreement. You represent that the Motor Vehicle is not stolen, has no liens or encumbrances against it, that you will not attempt to transfer any interest in the Motor Vehicle until all obligations under this Agreement have been paid in full, and that the Motor Vehicle will not be moved from the State of Borrower's residence. You further warrant that you will maintain insurance on the vehicle and you will not seek a duplicate title to the Motor Vehicle, you will keep the Motor Vehicle in good condition and repair, and if it is damaged, lost or stolen, you will immediately inform Lender. You agree to deposit a duplicate set of keys to the Motor Vehicle with Lender upon execution of this Agreement and authorize Lender to retain possession of those keys until all obligations under this Agreement are paid in full. _____(INITIALS)

SEVERABILITY: Each provision of this Agreement shall be considered separable. If for any reason any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid and those provisions shall remain in full force and effect.

GOVERNING LAW: This Agreement shall be governed by the laws of the State of Wisconsin, except to the extent that the arbitration provision shall be governed by the Federal Arbitration Act.

ENTIRE AGREEMENT. This Agreement represents the entire and complete agreement of the parties hereto with respect to such matter hereof, and supersedes all prior understandings and agreements, both written and oral, as to the subject matter hereof by and among any of the parties hereto.

MODIFICATIONS: No change or modification of this Agreement shall be valid or binding upon a party, nor shall any term or condition of this Agreement be considered waived by a party, unless such change, modification or waiver, is in writing and is signed by such party.

NO ASSIGNMENT: Neither this Agreement nor any rights, duties or obligations hereunder may be assigned voluntarily or involuntarily by you.

WAIVER: No waiver of your or Lender's rights is effective unless in writing. No written waiver for any one situation shall apply to any other situation. If either you or Lender fail to exercise or delay in exercising any right or remedy, this will not constitute a waiver of that or any other right or remedy.

WAIVER OF JURY TRIAL AND ARBITRATION AGREEMENT: Arbitration is a process in which persons with a dispute: (a) waive their rights to file a law suit 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.

THEREFORE, YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:

1. For purposes of this Agreement, the words "dispute" and "disputes" are given the broadest possible meaning and include, without limitation, (a) all Federal or State law claims, disputes or controversies, arising from or relating directly or indirectly to the loan application, this Agreement (including this Arbitration provision) and the fees charged, or any prior agreement or agreements between you and Lender; (b) all counterclaims, cross-claims, and third party claims; (c) all common law claims based upon contract, tort, fraud and other intentional torts; (d) all claims based upon a violation of any State or Federal Constitution, statute or regulation; (e) all claims asserted by Lender against you, including claims for money damages to collect any sum Lender claims you owe Lender; (f) all claims asserted by you individually, as a private attorney general, as a representative and/or member of a class of persons, or in any other representative capacity, against Lender and/or any of Lender's employees, agents, officers, shareholders, members, directors, managers, governors, or affiliated entities (hereinafter collectively referred to as "Related Third Parties:"); including claims for money damages and/or equitable or injunctive relief.
2. Except as provided in **Paragraph 4** below, all disputes, including the validity of this arbitration provision shall be resolved by binding arbitration. 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 requested, even if a lawsuit has been filed. Regardless of who demands arbitration, you shall have the right to select any of the following arbitration organizations to administer the arbitration: the American Arbitration Association (1- 800-778-7879) or National Arbitration Forum (1-800-474-2371). 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 Lender in your demand of the arbitration organization you have selected or whether you desire to select a local arbitrator. If related third parties or Lender demand(s) arbitration, you must notify Lender 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 Lender, then Lender has 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

NOTICE: SEE ADDITIONAL TERMS AND CONDITIONS ON FOLLOWING PAGES

and procedures do not contradict the express terms of this Agreement, including the limitations on the arbitrator below. You may obtain a copy of the rules and procedures by contacting the arbitration organization at the toll free numbers listed

3. If you demand arbitration, then, at your request, Lender will advance your portion of the expenses associated with the arbitration, including the filing, administrative, hearing and arbitrator's fees ("Arbitration Fees"), to the extent such exceed the court costs you would have incurred if you had filed the dispute in a State court with jurisdiction. If related third parties or Lender demands arbitration, then, at your request, Lender will advance your portion of the Arbitration Fees. The arbitration hearing will be conducted in the County of your residence, or in the County in which the transaction under this Agreement occurred, or in such place as shall be ordered by the arbitrator in accordance with Section 421.401 of the Wisconsin Statutes. 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 Federal Arbitration Act, 9 U.S.C. Sections 1 – 16 ("FAA"), shall apply statutes of limitation and shall honor claims of privilege recognized at law. 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. **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.** If allowed by statute or applicable law, the arbitrator may award a party's reasonable attorneys' fees and expenses. If the arbitrator renders a decision or an award in your favor resolving the dispute, then you will not be responsible for reimbursing Lender for your portion of the Arbitration Fees, and Lender will reimburse you for any Arbitration Fees you have previously paid. If the arbitrator does not render a decision or an award in your favor resolving the dispute, then the arbitrator shall require you to reimburse Lender for the Arbitration Fees Lender has advanced, if any, not to exceed the amount which would have been assessed as Court costs if the dispute had been resolved by a State court with jurisdiction. 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.
4. All parties, including related third parties, shall retain the right to seek adjudication in a small claims tribunal for disputes 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.
5. You acknowledge and agree by entering into this Agreement: (a) YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST LENDER OR RELATED THIRD PARTIES; (b) YOU ARE WAIVING YOUR RIGHT TO HAVE A COURT, OTHER THAN A SMALL CLAIMS TRIBUNAL, RESOLVE ANY DISPUTE ALLEGED AGAINST LENDER 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, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAW SUIT FILED AGAINST LENDER AND/OR RELATED THIRD PARTIES.
6. This agreement to arbitrate is made pursuant to the FAA, because the transaction evidenced by this Agreement involves interstate commerce. 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 this agreement to arbitrate shall be governed by the arbitration law of the State of Wisconsin.
7. This WAIVER OF JURY TRIAL AND ARBITRATION AGREEMENT is binding, upon and benefits you, your respective heirs, successors, assigns and related third parties. This arbitration agreement continues in full force and effect, even if your obligations have been paid or discharged through bankruptcy. This arbitration agreement survives any termination, amendment, expiration, or performance of a transaction between you and Lender and continues in full force and effect unless you and Lender otherwise agree in writing. _____ (INITIALS)

Lender's Authorized Representative

Borrower Signature: _____ Date: _____

Borrower Signature: _____ Date: _____