

America's Loan Ranger - Consumer Credit Transaction Agreement - Ohio

Throughout this Consumer Credit Transaction Agreement, licensee may also be referred to as "we," "company," "creditor," "lender," "licensee," and "us," and the borrower may also be referred to as "buyer," or "you."		Loans are made subject to state of Ohio
		Agreement No.: 123 Contract Date: 12/12/2014
Creditor: America's Loan Ranger ___ 181 E. Main St., Sandusky, OH 41114 (740) 555-3123 ___ 26 East St., Pittsburg, OH 99999 (740) 555-3333 ___ 111 E. Main St., Sandusky, OH 41114 (614) 555-6000	Borrower's Name: Calvin Brazier Address: 102 Tullahoma TN Address: 37388 Phone: 931-555-2242	Borrower's Name: Address: Address: Phone:

FEDERAL TRUTH-IN-LENDING DISCLOSURE

Amount Financed The amount of credit provided to you or on your behalf.	Finance Charge The dollar amount the credit will cost you.	Total Of Payments The amount you will have paid after you make all payments as scheduled.	Annual Percentage Rate The cost of your credit as a yearly rate.
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DESCRIPTION OF GOOD AND PROPERTY:

Year	Make	Model	Color	Plate No.	Vin#
Additional Collateral:					

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments	Payment Frequency	Amount of Payments	First Payment Date	Last Payment Date

ITEMIZATION OF TOTAL OF PAYMENTS:

Loan Amount	Interest	Credit Investigation Fee	Loan Origination Fee	Lien Fee	Total of Payments

Are you a debtor under any proceeding in bankruptcy, insolvency, or reorganization? Yes No Your Initials: _____
 Yes No Your Initials: _____

Do you have intentions to file a petition for relief under any chapter of the United States Bankruptcy Code before your debt under this contract is paid in full? Yes No Your Initials: _____
 Yes No Your Initials: _____

Will you be or are you thinking of filing for bankruptcy within the next 6 months? Yes No Your Initials: _____
 Yes No Your Initials: _____

Please, read and sign the Additional Terms And Conditions Of This Agreement.

By signing below, you 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 also promise that you have given us true and correct information in the application for credit, and have no knowledge that would make that information untrue now or in the future. Lender has relied upon the truth and accuracy of the information indicated in the credit application in entering into this contract. You further acknowledge that you owe us the debt described in this agreement and that you have read all pages of this agreement including the ADDITIONAL TERMS AND CONDITIONS OF THIS AGREEMENT, understand it, and that you agree to all of its terms.

“THIS LOAN IS MADE SOLELY IN RELIANCE ON THE PROVISIONS OF SECTION 1321.51 TO 1321.60 OF THE OHIO REVISED CODE.”

Borrower's Signature: _____ Date: _____

Borrower's Signature: _____ Date: _____

State of _____ County of _____
 Sworn to and subscribed in my presence by _____ this _____ day of _____ yr. _____
 My commission expires _____ yr. _____

ADDITIONAL TERMS AND CONDITIONS OF THIS AGREEMENT

SECURITY INTEREST: To secure payments and performance of all obligations of borrower due under this Contract, borrower grants to lender a security interest in the Good or Property listed on the first page, all equipment and accessories thereon, and any proceeds of insurance policies or service contracts on the Goods or Property. This security is being granted under the Ohio Uniform Commercial Code until the Total of Payments and all future indebtedness payable to or on behalf of lender under this agreement is paid in full.

INTEREST: The maximum Ohio state note rate is 25%; the annual percentage rate; "APR" is stated above in the Federal Truth-In-Lending Disclosure. Interest is calculated according to the interest-bearing method.

LOAN ORIGATION CHARGES:

- (1) With respect to secured loans:
 - if the principal amount of the loan is \$500.00 or less, loan origination charges not exceeding \$15.00;
 - if the principal amount of the loan is more than \$500.00 but less than \$1,000.00, loan origination charges not exceeding \$30.00;
 - if the principal amount of the loan is at least \$1,000.00 but less than \$2,000.00, loan origination charges not exceeding \$100.00;
 - if the principal amount of the loan is at least \$2,000.00 but less than \$5000.00, loan origination charges not exceeding \$200.00; and
 - if the principal amount of the loan is at least \$5,000.00, loan origination charges not exceeding the greater of \$250.00 or 1% of the principal amount of the loan.
- (2) With respect to unsecured loans:
 - if the principal amount of the loan is \$500.00 or less, loan origination charges not exceeding \$15.00;
 - if the principal amount of the loan is more than \$500.00 but less than \$1,000.00, loan origination charges not exceeding \$30.00;
 - if the principal amount of the loan is at least \$1,000 but less than \$5,000, loan origination charges not exceeding \$100.00; and
 - if the principal amount of the loan is at least \$5000.00, loan origination charges not exceeding the greater of \$250.00 or 1% of the principal amount of the loan.
- (3) If a refinancing occurs within 90 days after the date of the refinance loan, a licensee may not impose loan origination charges on the portion of the principal amount that is applied to the unpaid principal amount of the refinanced loan.
- (4) Loan origination charges may be paid at the time of the loan or may be included in the principal amount of the loan.

CREDIT INVESTIGATION FEE: Borrower will be charged fees for credit investigation not exceeding \$10, which may be included in the principal amount of the loan or collected at any time after the loan is made.

PRE-PAYMENT If you pay off this loan early you will not pay a penalty and may be entitled to a refund of part of the interest.

LATE CHARGE: A loan is in default if any scheduled payment is not paid within 10 days after its due date. If a scheduled installment payment is more than 10 days late, you will be charged the greater of 5% of the scheduled installment payment amount or \$15.00.

DISHONORED PAYMENTS TENDERED: You agree to pay a fee of \$20.00 plus any amount passed on from other financial institutions for each check, negotiable order of withdrawal, share draft, electronic funds transfer, electronic debits or other negotiable instrument returned or dishonored for any reason. If a check or electronic debit is dishonored we may also be entitled to recover statutory penalties and costs.

PHYSICAL DAMAGE INSURANCE ON THE VEHICLE IS REQUIRED TO OBTAIN CREDIT.

INSURANCE: You agree to keep the vehicle placed above in the "Description of Good or Property" in good condition and fully insured with a **deductible of \$500.00 or less** against loss, theft, or damage and with the lender named as loss payee and lien holder for as long as there is a balance on your debt. Failure to keep full coverage on your vehicle placed as security and/or failure to keep the company as loss payee and lien holder on the vehicle placed as security during the term of this loan will be considered a breach of this contract and you will be in default.

Borrower agrees to remit to lender within 10 days of receipt for application against the indebtedness under this contract any premiums returned or rebated to borrower and any proceeds of insurance financed by lender that are paid to borrower.

YOUR PROMISE TO PAY: You promise to pay us the Amount Financed shown above in the Federal Truth-In-Lending Disclosure, plus the Finance Charge at the Annual Percentage Rate shown above computed on the unpaid balance outstanding from time to time, plus any applicable delinquency, dishonored payment and other charges provided in this contract or otherwise provided by law. Payments are due in the amount and at the times shown above; the final payment will be adjusted to reflect additional or lesser amounts due on the final payment date. The actual amount of the final payment will depend upon whether borrower makes payments on time. Early payments will have the effect of reducing the final payment, while late payments will cause it to be higher. You acknowledge and agree that you are indebted to us in the amount of the Total Of Payments, that you have agreed to pay the Total Of Payments, and that the amounts set forth in the Federal Truth-In-Lending Disclosure above are not in dispute. On the date(s) stated in your Payment Schedule you will pay us the amounts stated in this agreement. Borrower agrees to pay all amounts under this contract even if the vehicle(s) shown in the "Description of Good and Property" is damaged, destroyed, or missing.

METHOD OF PAYMENT: You agree to pay the company the amount of your installment on the date(s) when your installment payments are due. If you did not agree to have us electronically debit your account, then on the date(s) stated in the payment schedule you will pay us, at such other address as we direct you, the amounts stated in the payment schedule.

BORROWER'S AGREEMENTS: Buyer agrees to keep the vehicle in good condition and will not make any alterations to the vehicle without lender's written consent. Borrower will notify lender in writing at the lender's address stated above of any change in borrower's address. Borrower will not sell, rent, lease, or otherwise transfer any interest in the vehicle, and will not assign buyer's rights or obligations under this contract. Borrower will not expose the vehicle to misuse, seizure, or confiscation, or other involuntary transfer, even if the vehicle was not the subject of judicial or administrative action. If lender pays any repair bills, storage bills, taxes, fines, tickets, or other charges on the vehicle, borrower agrees to repay to lender immediately upon demand.

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REQUIRED REPAYMENT BEFORE SCHEDULED DATED: If you are in default under this Agreement or if we, in good faith, believe that the prospect of your making payment and keeping your promises is not as good as it was when you signed this Agreement, we may "accelerate" your payments. That is to say, we may require immediate repayment of everything you owe, even though it is not yet otherwise due. We may do that without giving you any advanced notice.

DEFAULT: You will be in default under the Agreement if,

- a) you fail to make payments within 10 days of when they are due; or
- b) any statement about yourself, your employment or financial condition that you have made in the credit application or this Agreement or any place else is false; or
- c) the vehicle is seized by any local, state, or federal authority and is not promptly and unconditionally returned to borrower; or
- d) you do not keep some other promise or agreement you have made to us in this Agreement, or the Agreement For Installation and Disclosure Of GPS & Starter Interrupt Device, or in another agreement or instrument; or
- e) a bankruptcy petition is filed by or against borrower or any guarantor; or
- f) any of the following things happens to you or is originated by you: death, failure to pay any of your debts as they come due, appointment of or taking possession by a receiver or other custodian of any of your property.

If you are in default, America's Loan Ranger, will have all the rights and remedies of a secured party under the Uniform Commercial Code, and any other applicable laws. Among other things, lender may require you to pay at once all amounts due under this contract. Lender may also repossess the vehicle. You, at lender's request, will assemble the collateral and make it available to lender.

THINGS WE HAVE THE RIGHT TO DO TO PROTECT OURSELVES IF YOU DEFAULT: Whenever you are in default under this Agreement we can go to court and get a judgment against you for the then unpaid amount of your debt. We can then collect the judgment by having the sheriff seize and sell any non-exempt real or personal property of yours or by garnishing your bank account or any non-exempt wages or other amounts that other people owe you. Whenever you are in default under this Agreement we may also contract a third party to collect any Good and Property described in this agreement as full or partial payment on your debt. If the security does not cover the full balance of your debt, we may then pursue other legal options allowed under Ohio law to collect the balance due.

REPOSSESSION: Borrower hereby irrevocably consents to any act, not prohibited by law, by the lender or its agents in entering upon any premises for the purpose of either (1) inspecting the vehicle or (2) taking possession of the vehicle after an event of default.

If lender takes possession of the vehicle, borrower is entitled to a notice setting forth borrower's default and the amount that borrower is required to pay to cure borrower's default. Such notice may include certain notices regarding the disposition of the vehicle at public sale in the event borrower does not cure borrower's default. Borrower may cure borrower's default within 20 days after lender retakes possession, or within 15 days after lender sends the foregoing notice, whichever is later, by delivering to lender the following: (a) all installments due or past due; (b) unpaid delinquency or deferral charges; (c) the actual and reasonable expenses incurred by lender in retaking possession, provided that any portion of such expenses which exceeds \$25.00 will be added to the indebtedness under this contract with interest at the rate specified in this contract; and (d) a deposit by cash or bond in the amount of two installments, to secure the timely payment of future installments, which lender may apply towards the satisfaction of borrower's indebtedness under this contract in the event of a second default by borrower.

If borrower cures borrower's default, borrower may take possession of the vehicle. Lender's agent will assemble it and make it available to borrower at a time and place that is reasonable convenient to both borrower and lender. If borrower request that lender return the vehicle to the place from which it was taken, borrower must pay lender the actual and reasonable expenses incurred in returning the vehicle, which amount will be added to the indebtedness under this contract with interest at the rate specified in this contract.

Borrower agrees that in the event the lender takes possession of the vehicle in accordance with this contract, the lender's liability for any and all personal property of the borrower or any other party which was in or about the vehicle at the time the lender takes possession of the vehicle and which was inadvertently taken with the vehicle shall be limited to a maximum of \$50.00.

SALE OF REPOSSESSED VEHICLE: If lender repossesses the vehicle, lender can sell it at public sale and apply the money received to what borrower owes. The sale will be governed by the Uniform Commercial Code and other applicable laws. Borrower will be notified in advance of the time and place of the sale. Borrower may be liable for any deficiency resulting from the sale.

Borrower specifically gives Lender the right to sell the Mobile Home via a private sale, rather than a public auction.

LENDER RIGHTS: If borrower fails to make any payments to others as required herein or fails to perform any of borrower's obligations hereunder, lender may make such payment or take such action as may be necessary on borrower's behalf.

Lender may delay enforcing any of lender's rights under this contract without losing them. Lender may apply any amount lender receives from borrower first to lender's accrued charges. Lender may assign any of lender's rights under this contract without borrower's consent.

COLLECTION COSTS: If we have to hire an attorney to help us collect your loan, you must pay all reasonable attorney fees and any other expenses, including costs of other legal remedies, that we incur in collecting your loan (unless prohibited by applicable law). You are also responsible for paying any collection or repossession costs that you may incur if your loan goes in default. In addition, you are responsible for paying any cost associated with any lawsuits, including court filing fees and requests for garnishment fees, to collect any debt due to us. (Reference Ohio Revised Code 1321.57(H)(1))

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

WAIVERS & EXTENSIONS: You agree to be liable for the repayment of this Agreement, even if we do not give your notices such as demand, presentment, notice of dishonor and protest or follow all of the legal procedures which we might be required to follow in the absence of this waiver. In addition, you will have to pay the loan even if we and someone else repeatedly agree to renew or extend it for any length of time or revise its terms. You agree that an extension of time or other accommodation that we make will not in any way impair or suspend our remedies or rights. We shall not waive any of our rights under this Agreement by making an accommodation for you or someone else. No waiver consent or approval by us or change or amendment of this agreement shall be effective unless it is in writing, and we have signed it.

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CREDIT REPORTING: Lender does not report to the three major credit reporting agencies at this time. However, this contract authorizes lender to report your performance under this Agreement to credit reporting agencies. You agree and hereby authorize us to obtain credit reports on you, both now and at any time any portion of the Total Of Payments remains owed to us. Your specifically acknowledge and agree that we may disclose any default by you under this Agreement, along with any other relevant information, to credit reporting agencies. You agree to hold America's Loan Ranger harmless for any damages that may result due request for inquiries and reports that America's Loan Ranger may submit to credit reporting agencies.

JOINT AND SEVERAL: If this Agreement is signed by more than one Borrower, you each agree to be liable to us jointly, and each of you will also be liable to us individually for the loan and other obligations under this Agreement. We may require that any one of you pay the whole loan without asking anyone else to pay. We may sue any one or more of you without giving up any of our rights against the others. This Agreement is also binding upon the heirs and personal representatives in probate of all signers and upon anyone to whom any signer assigns his assets or who succeeds to him or her in any other way.

GOVERNING LAW: This Agreement will be governed by the laws of the State of Ohio. Also, this loan is made solely in reliance on the provisions of Section 1321.51 TO 1321.60 of the Ohio Revised Code.

ASSIGNMENT: We may assign to transfer this Agreement or any of our rights hereunder. Your obligations under this Agreement cannot be assigned to a third party without our prior written consent.

GPS & STARTER INTERRUPT DEVICES: In the event that lender requires borrower(s) to have a GPS and/or Starter Interrupt Device installed in the borrower(s) vehicle, by signing below borrower(s) understand that he/she is responsible for cost of GPS and/or Starter Interrupt, that failure to pay this cost will constitute a default of this loan agreement, and that Lender did not charge borrower(s) extra fees for the devices or the installation or operation of the devices. Borrower(s) also agree to the terms of the AGREEMENT FOR INSTALLATION AND DISCLOSURE OF GPS & STARTER INTERRUPT DEVICE signed by the Borrower(s)

GENERAL PROVISIONS:

1) **INSURANCE PROVISIONS:** Buyer authorizes lender to collect any refund of insurance premiums and apply it against the borrower's indebtedness under this contract. Further, borrower agrees that , if the vehicle is lost or damaged, the lender may use any insurance settlement to reduce what borrower owes or to repair the vehicle. If the vehicle is repossessed, borrower agrees that the seller may claim benefits under any optional insurance or service contracts financed under this contract, and may terminate any such contracts to obtain refunds for unearned charges.

2) **SEVERABILITY:** if any provision of this contract should be invalid, illegal or unenforceable in any respect, the validity, legality and enforcement of the remaining provisions shall not in any way be affected or impaired.

3) **INTEGRATION:** All of the agreements between the borrower and lender are set forth in this contract and not modification of this contract shall be valid unless it is made in writing and signed by the borrower and lender.

4) **APPLICABLE LAW:** Questions about this contract will be settled by Ohio law except as modified by federal law and regulations.

Borrower's Signature _____ Date _____

Borrower's Signature _____ Date _____

ACH DEBIT AUTHORIZATION

Please, note that you are not required to sign this ACH debit authorization to enter into this loan agreement, and that by signing this ACH DEBIT AUTHORIZATION, you acknowledge that you are voluntarily choosing to pay electronically, and that you are choosing only to receive notice of varying transfers when a transfer is different from the scheduled installment amounts. In the event of nonpayment when due, by signing below, you hereby authorize Lender to effect payment by initiating debit entries (ACH) to your financial institution's account listed in this paragraph. By signing below, you also authorize Lender to electronically debit your financial institution's account for all payments on or soon after the scheduled installment loan payment dates from account number _____, routing number _____. Payments due on a non-banking business day will be debited from your account on the next banking business day. This authorization will remain in effect until your debt to America's Loan Ranger is paid in full or until you give America's Loan Ranger a written request to stop electronically crediting and/or debiting your bank account. You indemnify America's Loan Ranger and any of its service providers from any loss that you may incur due to the electronic debits from your bank account stated above.

Borrower's Signature: _____ Date: _____

Borrower's Signature: _____ Date: _____

AGREEMENT TO FURNISH INSURANCE POLICY FOR VEHICLES USED AS SECURITY

I/We, the applicant(s) of the Consumer Credit Transaction Agreement dated _____, which requires the vehicle stated below to be placed as security for the loan, state that I/we will obtain within 1 business day from the date of this contract, and that I/we will maintain thereafter, for as long as I owe a debt to America's Loan Ranger, an insurance policy providing comprehensive, collision, fire, and theft insurance with **deductibles of \$500.00 or less** on the vehicle(s) indicated below. I also agree to have a loss payable endorsement issued in favor of America's Loan Ranger for as long as a debt is owed to America's Loan Ranger under the loan agreement and to provide a copy of this endorsement to America's Loan Ranger by within 1 business day from the date of this contract.

I/We understand that if I/We fail to maintain comprehensive, collision, fire, and theft insurance with deductible of \$500.00 or less or/and if I/we fail provide evidence of this insurance for any reason at America's Loan Ranger's request, whether or not it is my/our fault, America's Loan Ranger may (i) declare me to be in default under the Consumer Credit Transaction Agreement and demand full and immediate payment under the Consumer Credit Transaction Agreement, or (ii) purchase insurance to protect America's Loan Ranger's own interest in the vehicle and charge me/us for it by adding the cost of such insurance to the amount owing under the Consumer Credit Transaction Agreement. I, ALSO, UNDERSTAND THAT INSURANCE PURCHASED IN THIS SITUATION WOULD BE SOLELY FOR THE INTEREST AND PROTECTION OF AMERICA'S LOAN RANGER AND WOULD **NOT** INCLUDE INSURANCE ON MY LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGES.

I/We understand that I/we must maintain full coverage (comprehensive, collision, fire & theft) property insurance with deductible of \$500.00 or less on the vehicle and name America's Loan Ranger as Loss Payee as set forth above for as long as there remains a balance on my debt. I ALSO UNDERSTAND THAT I CAN PROVIDE THIS INSURANCE THROUGH AN EXISTING POLICY OR PURCHASE THIS INSURANCE FROM A PERSON AND/OR COMPANY OF MY OWN CHOOSING.

BORROWERS

Borrower's Name:	Borrower's Name:
Address:	Address:
Address:	Address:
Phone:	Phone:

VEHICLE TO BE INSURED

Year	Make	Model	Color	Plate No.	Vin#
Additional Collateral:					

I HAVE READ AND UNDERSTAND THIS AGREEMENT.

Borrower's Signature: _____

Date: _____

Borrower's Signature: _____

Date: _____