

MOTOR VEHICLE TITLE PLEDGE AGREEMENT

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|--|------------------------------|----------------------------|---------------------|---------------|----------------------|---------------------------------------|--------|----------|--|
| PLEDGOR'S NAME RON W JONES | | | | | | DATE MADE 11/12/2005 | | | |
| Title Pledge Lender Alpha Omega Consulting Group, Inc. 716 Vauxhall Drive Nashville, TN 37221 (615) 662-9537 | | | | | | Loan Number TL11N | | | |
| | | | | | | Social Security Number 545-45-4544 | | | |
| DL Number_State 07130748 TN | Home Phone (615) 855-1999 | Work Phone 615-662-9537 | D.O.B. 4/24/1958 | Eyes brown | Race White | Height 5'6" | Weight | Sex M | |
| Description of Pledged Titled Personal Property. | | | | | | | | | |
| Year 1992 | Color blue | Make buick | Model century | License No. | VIN 3213213213212 | Title Certificate Number | | | |

FEDERAL TRUTH IN LENDING DISCLOSURE

| <u>ANNUAL PERCENTAGE RATE</u> | <u>FINANCE CHARGE</u> | <u>Amount Financed</u> | <u>Total of Payments</u> |
|---|---|---|--|
| The cost of your credit as a yearly rate. | The dollar amount the credit will cost you. | The amount of credit provided to you or on your behalf. | The amount you will have paid after you have made all payments scheduled |
| <u>2.00%</u> | <u>\$1.64</u> | <u>\$1,000.00</u> | <u>\$1,001.64</u> |

| | | | |
|---|--|------------------------|---|
| 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 not 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. | | | Maturity Date 12/12/2005 |
| Itemization of the Amount Financed of \$1,000.00 | Amount given to you directly \$1,000.00 | Amount Refinanced 0 | Payment Schedule 1 Payment(s) of \$1,001.64 will be due beginning on 2/12/2005. |

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|---|---|
| I hereby acknowledge receipt of this consumer notification and disclosures prior to entering into this pledge agreement. Pledgor's Signature _____ | Interest + Fee = Finance Charge/Minimum Pmt \$1.64 + \$1,000.00 = \$1,001.64 |
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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 Pledge Lender shall note its lien on the Certificate of Title. If the Arizona Department of Motor Vehicles fails upon request to note the Title Pledge Lender's 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 all 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.
5. If Pledgor fails to redeem the Certificate of Title at the end of the original 30 day agreement period, or at the end of any 30 day renewal, or if Pledgor defaults in any obligation pursuant to this Agreement, Title Pledge Lender shall have the right and be allowed to take possession of the Vehicle. In taking possession, Title Pledge Lender may proceed without judicial process if this can be done without breach of the peace, or, if necessary, may proceed by action to obtain judicial process. Title Pledge Lender may assess and collect, as reimbursement, a repossession charge not to exceed the actual amount charged by any company(s), attorney(s), and/or contractor(s) to repossess the Vehicle and to deliver the Vehicle to Title Pledge Lender.

(a) Upon any failure by Pledgor to redeem the Certificate of Title at the end of the original 30 day Agreement period (or at the end of any 30 day renewal, as the case may be), or upon any default by Pledgor in any obligation under this Agreement at any time, Pledgor shall immediately remove all personal property from the Vehicle and deliver possession of the Vehicle to the Title Pledge Lender at Title Pledge Lender's place of business. If Pledgor does not deliver the vehicle upon default, Pledgor shall provide Title Pledge Lender with access to the Vehicle and shall make the Vehicle available to Title Pledge Lender at a place reasonably convenient to both parties for purposes of both inspection and repossession. Pledgor grants to Title Pledge Lender permission, exercisable immediately and at any time thereafter, to go upon the property of Pledgor (or any other premise) for the purpose of making repossession;

(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 any respect;

(c) Pledgor agrees to give Title Pledge Lender at least one day 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 home address; (iv) any change in Pledgor's place of employment; or (v) any change in Pledgor's job status (for example, loss of job).

For the purpose of Sections 5 and 6 above, the term Title Pledge Lender shall be deemed to include Title Pledge Lender and Title Pledge Lender's employees, agents, and independent contractors.

7. After taking possession of the Vehicle, Title Pledge Lender shall retain possession of the Vehicle and the Certificate of Title for a twenty (20) day holding period.

(a) If, during the twenty (20) day holding period, Pledgor pays the repossession fee and redeems the Vehicle and Certificate of Title by paying all outstanding principal, interest, and customary fees Pledgor shall be given possession of the Vehicle and Certificate of Title without further charge.

(b) If Pledgor fails to redeem the Vehicle and the Certificate of Title during the twenty (20) day holding period, then Pledgor shall thereby forfeit all right, title, and interest in and to the Vehicle and Certificate of Title to Title Pledge Lender, who shall thereby acquire an absolute

8. 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 the Certificate of Title to the Title Pledge Lender;

(c) Title Pledge Lender has notified Pledgor in writing that this Title Pledge Agreement is not to be renewed; or

9. Title Pledge Lender shall have no recourse against Pledgor for the Loan or related charges other than 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 Arizona Law. This provision shall control over any provision to the contrary contained in this Agreement, or any related document.

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

(a) Pledgor owns good title to the 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 any respect;

(c) Pledgor agrees to give 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 home 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.

11. 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.

12. 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 right or rights to exercise any such right or remedy at any later time or upon any subsequent default.

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

14. 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.

15. Where appropriate in the context in 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.

16. This Title Pledge Agreement shall be governed by and construed in accordance with the Arizona Law, notwithstanding any provision to the contrary contained in this Agreement. If and to the extent that any such provision would otherwise be deemed to be contrary to applicable law, such provision shall automatically be deemed amended or deleted to the extent necessary to comply with applicable law. The provisions of this Agreement are declared to be severable, such that the invalidity of unenforceability of any provision of any document shall not affect the validity or enforceability of the remaining provisions.

I, the undersigned, have carefully read the terms and conditions of this agreement and agree to them.

Alpha Omega Consulting Group, Inc.

Pledgor's Signature

By _____

X _____

Title _____