

**IDENTIFICATION OF PARTIES: We use the words you, your and yours to mean the Borrowers and anyone else who signs this Note and Security Agreement. The words I, we, us and our refer to the Creditor.**

Your account is Payable to the creditor shown below:

Triple "J" Title Loans  
123 Anystreet  
Your City, Your State 84041  
123-456-7890

Acct #	TL13
Borrower(s) Shirley S. Sirius	
Address 123 Anywhere st Your city, TN 37344	

Date of Loan	12/28/2007	<b>PAYMENT SCHEDULE (7 payments of interest only, 1 Final payment, principal, interest, and fees.)</b> 7 payments of \$261.25 due every 30 days beginning on 1/28/2008 1 payment of \$1,281.25 due on 8/24/2008
First Payment Date	1/28/2008	
Number of Payments	8	

**FEDERAL TRUTH IN LENDING DISCLOSURE**

<b><u>ANNUAL PERCENTAGE RATE</u></b> The cost of your credit as a yearly rate.  <b><u>300.00%</u></b>	<b><u>FINANCE CHARGE</u></b> The dollar amount the credit will cost you.  <b><u>\$2,110.00</u></b>	<b><u>Amount Financed</u></b> The amount of credit provided to you or on your behalf.  <b><u>\$1,055.00</u></b>	<b><u>Total of Payments</u></b> The amount you will have paid after you have made all payments scheduled  <b><u>\$3,110.00</u></b>
--	---	--	---

Year	Color	Make	Model	License No.	VIN	Title Certificate Number
2001	Black	BMW	735i		32165464654654	

**ASSUMPTION:**

This loan cannot be assumed under the original terms.

**INTENDED VEHICLE USE:**

\_\_\_\_ Personal: personal, family or household use.

\_\_\_\_ Commercial: agricultural or non-personal use.

**ITEMIZATION OF AMOUNT FINANCED**

\$1,000.00	Amount Given to You Directly
\$20.00	Documentation Fee
\$1,055.00	Amount Financed

**YOU ACKNOWLEDGE THE EXISTENCE OF A SEPARATE, ADDITIONAL PAGE TO THIS CONTRACT AND MADE A PART HEREOF. THE ADDITIONAL TERMS PRINTED ON THAT PAGE ARE PART OF THIS NOTE AND SECURITY AGREEMENT , AND YOU ARE BOUND BY THEM IN THE SAME MANNER. YOUR INITIAL ON SUCH PAGE SIGNIFIES ACCEPTANCE OF ALL THE TERMS STATED THEREON.**

DATED: 12/28/2007

Borrower(s) acknowledge receipt of a fully completed copy of this contract.

BY \_\_\_\_\_

\_\_\_\_\_  
Borrower

IT'S: \_\_\_\_\_

\_\_\_\_\_  
Borrower

- Notice to the buyer: 1. Do not sign this contract before you read it or if it contains any blank spaces.**  
**2. You are entitled to an exact copy of the contract you sign.**

**NOTICE: BY GIVING US A SECURITY INTEREST IN THE VEHICLE DESCRIBED BELOW, YOU WAIVE ALL RIGHTS PROVIDED BY LAW TO CLAIM VEHICLE EXEMPT FROM LEGAL PROCESS.**

**Late Charge:** If a payment is not paid in full within 10 days it is due, you will pay a late charge of the lesser of \$10.00 or 5% of the unpaid balance of the installment.

**Prepayment:** If you pay off early, you will not have to pay a penalty.

**Promise to Pay:** By signing above, you promise to pay us the Amount Financed, together with finance charges calculated thereon at the Annual Percentage Rate. You agree to make your payments to us as set forth in the Payment Schedule shown above plus any late charges. Your final payment may change, depending upon your payment habits. We will apply each payment first to accrued finance charges and late charges and then reduce your principal balance. This means your finance charge will be less when you pay early and more if you pay late. Any necessary adjustments in your total finance charge will be reflected in your last payment.

**Security Interest:** To protect us if you do not pay as promised, or if you break some other promise of this contract, you give us a security interest in the vehicle, all accessions thereto, and in any proceeds of the vehicle. This security interest also covers equipment, accessories, and parts (other than accessions) added to the vehicle within 10 days of the date of this contract. You also give us a security interest in the proceeds of any physical damage insurance policy on the vehicle and in any insurance premiums which are refunded. This security interest does not cover any other debts you owe us, and this debt is not covered by any other security interest held by us.

**Liability insurance coverage for bodily injury and property damage caused to others is not included in this contract.**

## ADDITIONAL TERMS, AGREEMENTS AND CONDITIONS

1. **Debtor Responsibility:** You promise to notify us of any change in your name, address or employment. You promise to inform us of any new information which relates to your ability to repay your obligation.
2. **Default:** You will be in default (1) if you break any promise made under this or any other loan agreement or under this or any other security agreement you may have with us, (2) If you die, (3) If you file a petition in bankruptcy, insolvency, or receivership or are put involuntarily into such proceedings, (4) If you take the collateral for any loan with us out of the State of Arizona without written consent, (5) If you do not pay on time this debt or any debt now owing or hereinafter incurred, or (6) if you have made any false or misleading statement to us relating to this or any other of your loans with us. Upon default we may, at our option and without prior notice, declare this loan immediately due and payable and require you to immediately pay the total unpaid principal balance, as well as the finance charges to date, late charges, and costs of collection permitted under law. You agree to pay all reasonable attorney fees incurred by us in the event of default, whether a lawsuit is filed or not, including, without limitation, all legal expenses for any bankruptcy proceedings. You will also pay any costs including court costs, appraisal fees and any expert witness fees incurred as a result of a default. These fees shall not be added to the principal balance of the loan and shall bear interest at the contract rate. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.
3. **Delay in Enforcement:** We may delay enforcing any of our rights any number of times under this agreement without lowering our rights.
4. **Irregular Payments:** We may accept late payments or partial payments, even though marked "payment in full", without losing any of our rights under this agreement or waiving our right for timely payments.
5. **Each Person Responsible:** Each person who signs this agreement will be individually and jointly responsible for paying the entire amount owed. If you are signing this agreement as a co-debtor or guarantor, you agree to be equally responsible with the borrower, and we may sue either or both of you. We do not have to notify you that this agreement has not been paid. We may extend the terms of payment and release your security without notifying or releasing you from responsibility on this agreement.
6. **Negative Amortization:** If at any time your scheduled payments are not sufficient to pay the loan by the due date, your payments may be increased by the amount necessary for your loan to be paid off in the same number of months as originally scheduled.
7. **Use of Collateral:** You will not change the location of, sell or transfer the collateral unless you have our written consent. You agree not to change or alter the collateral in any way that will reduce its value and not to use it in a reckless manner or unlawful manner.
8. **Insurance:** You must obtain insurance which protects us from financial loss in the collateral. Such a policy must provide at least fire, theft, casualty and combined additional coverage and collision insurance. It must name us as a loss payee until such time as the loan is paid in full. The insurance carrier and policy must be acceptable to us. You agree to provide us a copy of the policy upon our request. You also agree to pay all taxes and fees on the collateral when due.

If the collateral is lost or damaged, we, in our sole discretion, can use the insurance settlement proceeds to repair the collateral or apply it towards whatever you owe us. You authorize us to endorse any such settlement draft or check which may be payable to you in order for us to collect any refund or benefits due under your insurance policy. If you do not purchase the insurance required on the collateral and we purchase the insurance, the insurance purchased by us will cover only our interest in the collateral. The insurance will not be liability insurance. If you do not pay the taxes or fees on the collateral when due, or if you do not maintain insurance on the collateral as required herein, we may pay the taxes and fees and procure insurance, but will not be required to do so. Any money we advance for taxes, fees or insurance will be added to the principal balance of your loan. You will pay interest on the amount as described in the disclosures on the first page of this agreement. The amount of your loan payment may increase to enable you to pay off the loan in the same number of months as originally scheduled. You further authorize us to provide our insurance service center with the necessary information for verification of adequate coverage pursuant to this paragraph.

9. **Remedies:** If a default as described in this agreement should occur, we can without advance notice to you, require immediate payment of what you owe on the loan and/or take possession of the collateral. You agree we have the right to take possession of the collateral without going to court and without giving you advance notice. If you are asked to do so by us, you promise to deliver the collateral at a time and place we choose. We will not be responsible for any of your property, not covered by this agreement, that you leave inside the collateral. We will try to return that property to you or make it available for you to claim.

After we have possession of the collateral, we can sell it and apply the money received in any amounts you owe us. We will give you notice of any sale and date the sale will be held. The expenses we incur to take possession of and sell the collateral will be deducted from the money received from the sale. Those costs may include the cost of storing the property, preparing it for sale and attorney's fees to the extent permitted under law.

You agree to pay any amounts that remains unpaid after the sale money has been applied to what you owe on the loan and under this agreement. You agree to pay interest on that amount at the same rate as the loan until that amount has been paid.

Unless you default, you may keep possession of the collateral and use it in any lawful manner consistent with this agreement or with the insurance policy on the collateral. You understand that we have certain rights and legal remedies available to us under the Arizona Uniform Commercial Code and other applicable laws, and that we may use these rights to enforce payment if you default. In that event, you will, at our request, assemble the collateral and make it available to us at a place of our choosing. If we decide to waive this default, it will not constitute waiver of any other subsequent defaults.

10. **Attorney-In-Fact:** You hereby irrevocably appoint us as your Attorney-In-Fact to perform any acts which we feel are necessary to protect the collateral and the security interest which this agreement covers.
11. **Severability:** If the law makes any item(s) of this agreement unenforceable, the other terms remain in full force and effect.

### NOTICE OF YOUR FINANCIAL PRIVACY RIGHTS:

We respect the privacy of our customers and we are committed to treating customer information responsibly. We collect "non-public personal information" about you from the following sources; 1) information we receive from you on applications or other forms, 2) information about your transactions with us, and 3) information contained within credit reports we receive.

We do not disclose any non-public information about our customers or former customers to anyone, except as permitted by law. We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products and service to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your on-public personal information.

### POST MATURITY INTEREST:

Interest will continue to accrue at the Annual Finance Rate on all unpaid amounts owed to us under this contract and on the balance of this note not paid at maturity, including maturity by acceleration or default.

X \_\_\_\_\_  
Borrower's Initials

X \_\_\_\_\_  
Borrower's Initials

**Borrowers Liability For Failure To Return Vehicle:**

It is unlawful to fail to return a motor vehicle subject to a security interest within thirty days of receiving notice of default. In the event of default, a notice of default will be mailed to me at the address on this contract. However, nothing in this paragraph imposes any contractual obligation upon you to give me notice of default. Your failure to do so will not be a breach of this Agreement and will not limit or impair any of your rights or remedies in the event of my default, as provided below. It is my responsibility to keep the listed address current. A VEHICLE THAT IS NOT RETURNED PURSUANT TO THIS SECTION IS A STOLEN VEHICLE FOR PURPOSES OF SECTION 28-4845. UNLAWFUL FAILURE TO RETURN A MOTOR VEHICLE SUBJECT TO A SECURITY INTEREST IS A CLASS 6 FELONY WHICH FOR A FIRST OFFENSE CARRIES A MAXIMUM JAIL SENTENCE OF 1.5 YEARS. The maximum jail sentence may be greater if the defendant has a prior criminal record. The court may also impose a fine of no more than \$150,000.

**44-1219. Sale, removal or concealment of encumbered property; classification**

- A. It is unlawful for a person who has mortgaged personal property to another, or who has possession of personal property under a contract of sale whereby the vendor retains title to:
  - 1. During the existence of the mortgage or the contract and without first obtaining the written consent of the mortgagee or vendor of their assignees sell, transfer or in any manner encumber such property without first fully advising the person to whom the sale, transfer or encumbrance is to be made, of the facts of the prior mortgage or contract of sale.
  - 2. Conceal, take, drive or otherwise dispose of or destroy any of the encumbered property contrary to the provisions of the mortgage or contract.
  - 3. Remove the property or any part thereof from the country where the property was located when the contract or mortgage was made, if the property is other than an automobile, and if an automobile, to remove the automobile from the state.
- B. A person who violates any provisions of this section is guilty of a class 5 felony.
- C. In addition to the punishment prescribed in subsection B, the court shall impose a penalty equal to the amount of any expense incurred by the sheriff in out-of-state travel, which has been reimbursed by the board of supervisors as provided by section 11-444. Upon payment of the penalty such sum shall be transmitted to the board of supervisors.

**I have read the above and understand the consequences of not surrendering my vehicle upon my default of this Title Loan.**

X \_\_\_\_\_  
Borrower's Initials

X \_\_\_\_\_  
Borrower's Initials