

MOTOR VEHICLE INSTALLMENT LOAN AGREEMENT

BORROWER'S NAME Calvin Brazier	Home Phone (111) 111-1111	DL Number 111111 TN	State TN	Address 1111 11th Ave. South Nashville 11111	DATE MADE 12/12/2014
Title Lender Alpha Omega					Loan Number TL103

Description of Titled Personal Property.						
Year 2011	Color Black	Make Honda	Model Accord	License No.	VIN 1234567890123456	

FEDERAL TRUTH IN LENDING DISCLOSURE

<u>ANNUAL PERCENTAGE</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>10.00%</u>	<u>\$24.93</u>	<u>\$3,033.00</u>	<u>\$3,057.93</u>

SECURITY: Title Lender will have a security interest in the titled personal property listed above.				Maturity Date 1/11/2015
PREPAYMENT: If you pay off early, you may be entitled to a refund of part of the finance charge.				
LATE FEE: There will be a late fee of \$15 or 5% of the total amount due (whichever is greater) on any payments that are received 10 day past the due date).				Payment Schedule 1 payment of \$3,057.93 due on 1/11/2015
Itemization of the Amount Financed of \$3,033.00	Title Fee \$33.00	Amount given to you directly \$3,000.00	Amount Refinanced \$0.00	
I hereby acknowledge receipt of this consumer notification and disclosures prior to entering into this loan agreement.				
Borrower's Signature X _____				

PROMISE TO PAY: The Borrower or Borrowers promise to pay to Lender in immediately available United States currency, the total of payments shown above, at Lender's address when due, in accordance with the payment schedule shown above, together with all accrued and unpaid finance charges and any costs incurred by Lender in foreclosing upon its lien, until the loan has been repaid in full. All sums due hereunder shall be paid without prior demand, notice or claim.

INTEREST CALCULATION: Interest under this Agreement will be calculated on a simple interest basis and shall be accrued as a daily rate of no more than 1/365th of the interest rate (i.e., the APR) disclosed, multiplied by the unpaid principal balance (i.e., the amount financed less the amount it has been reduced by payments toward principal), for each day that any amount remains due to the Lender.

COLLATERAL: To secure the Borrower's or Borrowers' obligations under this Agreement and any extensions thereof, Borrower or Borrowers hereby grant to Lender a security interest in the Motor Vehicle or other Collateral described above, including all accessories to said Collateral and all proceeds related thereto, including but not limited to insurance claims and proceeds, and refunds of insurance premiums. Borrower or Borrowers agree to reimburse Lender for any costs incurred by Lender in perfecting its lien.

ARBITRATION AND WAIVER OF JURY TRIAL: Any and all disputes or disagreements between the parties to this Agreement and/or prior Agreements between them (save and except the Lender's right to Borrower's payment obligations in the event of default, by judicial or other process including self-help repossession) shall be decided by binding arbitration in accordance with the procedural rules of the American Arbitration Association as presently published and existing, and shall take place in the state of Idaho. The parties agree to be bound by the decisions of the arbitrator(s). Notwithstanding the applicability of any other law to any other provisions of this Agreement, the Federal Arbitration Act, 9 U.S.C. Section 1 shall control the construction, interpretation and application of this paragraph.

Idaho Department of Finance, P.O. Box 83720, Boise, ID 83720-0031, Telephone: (208) 332-8000

UPON DEFAULT INTEREST WILL CONTINUE TO ACCRUE AT THE STATED CONTRACT RATE UNTIL WE HAVE OBTAINED POSSESSION OF THE VEHICLE.

By signing this Contract you acknowledge that it was filled in before you signed and that you have received a completed copy. You further acknowledge that you have read, understand and agree to all of its terms and conditions.

You represent and warrant, to the best of your knowledge, that the titled personal property is not stolen and has no liens or encumbrances against it, you have the right to enter into this transaction and you will not apply for a duplicate certificate of title while the title loan agreement is in effect.

You further agree to the following terms and conditions:

REPRESENTATIONS AND WARRANTIES: You represent and warrant to us that: (a) you are the sole owner of the Vehicle, the Certificate of Title for the Vehicle is valid in all respects, and the Vehicle is unencumbered; (b) all information you furnished to us in connection with this transaction (whether in the Contract or otherwise) is true and correct and not misleading in any respect; (c) you will provide us with notice at least one day in advance of any change in your: (i) home telephone number, (ii) work telephone number, (iii) home address, (iv) place of employment, or (v) job status (for example, loss of job); and (d) you agree to comply with the terms and provisions of the Contract (and the terms and provisions of any related document you executed in connection with the Loan). The covenants, representations, and warranties described above (and any other covenants, representations, or warranties you made contained elsewhere in this Contract or in any related document) will constitute your obligations under this Contract. You are at least 18 years of age and have the right to enter into this Agreement.

EVENTS OF DEFAULT: The following constitute events of default under this Contract: (a) you fail to pay when due the obligations described above; (b) you fail to keep any of your promises under this Contract (or in any other document executed in connection with this transaction); or (c) any representation or warranty you made to us is false or misleading in any respect; or (d) the Idaho Dept. of Motor Vehicles fails on request to note our 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. In the case that said secured property is misused, abused or injured, or if at any time said secured property is insecure or unsafe, this will constitute default.

LENDER'S RIGHTS IN THE EVENT OF DEFAULT: Upon the occurrence of any event of default the lender may at its option without notice or demand do any one or more of the following: (a) declare the entire outstanding balance due under this Contract due and payable; (b) foreclose on our lien including repossession and liquidation of the Vehicle according to applicable law; and (c) exercise all other rights, powers and remedies available under the Uniform Commercial Code and other applicable law. (d) Borrowers will be liable for all costs and expenses incurred by the lender in the repossession of the vehicle, including any deficiency balance after the sale of the vehicle as permitted by law. If the principal balance of the Loan is greater than one thousand dollars (\$1000), you may also be liable for attorney fees.

You further agree to the following, which relate to inspection rights and any repossession of the Vehicle by us:

- (a) In taking possession, we or our agent 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. We may, as permitted by applicable law, assess and collect, as reimbursement, a repossession charge not to exceed the actual amount charged by the company(s), attorney(s), and/or contractor(s) to repossess the Vehicle and to deliver the Vehicle to our storage facility. If you default under this Contract, you agree to immediately remove all personal property from the Vehicle and deliver possession of the Vehicle to us at our place of business. Without limiting the foregoing, in the event of any failure to redeem or your default, you will provide us with reasonable access to the Vehicle and will make the Vehicle available to us at a place reasonably convenient to both parties, for purposes of both inspection and repossession (and you will keep the Vehicle in a place and in a condition where no breach of peace would be necessary in order for us to inspect or repossess the Vehicle). In the event of any failure to redeem or your default, you grant to us permission, exercisable immediately and at any time thereafter, to inspect the Vehicle, to repossess the Vehicle and to go on your property (or any other premises) for the purpose of making any such inspection or repossession; and
- (b) In the event the Vehicle is repossessed, you will have 30 days from the date of repossession to claim your personal property. In the event of any inspection or repossession by us, you will indemnify and hold harmless us, our employees, agents and independent contractors from and against any and all loss, claim, liability and damage that may be incurred or result from any action taken by us, our employees, agents and independent contractors in connection with the inspection or repossession (whether relating to the Vehicle, or to personal property, or otherwise).
- (c) In the event the vehicle/collateral is repossessed the Lender will hold the vehicle/collateral in storage up to 10 days at a cost of \$25 per day. During this 10 day holding period, the Borrower or Borrowers can redeem the vehicle/collateral by paying all principal plus accrued interest and fees in full. At the end of the 10 day holding period, the vehicle/collateral will become the property of the Lender and may be sold or otherwise disposed of at Lender's discretion.

NOTICES: Any notice that Lender is required to provide under this Agreement or by applicable law will be declared reasonable if sent to Borrower or Borrowers at the address set forth above, via regular mail. Each such letter will become effective three (3) days after it is mailed.

REQUIRED INSURANCE: You agree to maintain at all times on the Vehicle insurance of the type and amount as required by applicable law, but in any event in an amount not less than the value of the Vehicle until either; (i) you redeem the Vehicle, or (ii) possession of the Vehicle is delivered to us. The insurance policy shall reflect that we are the loss payee, and on our request, you will furnish us with a Certificate of Insurance satisfactory to us.

PREPAYMENT: You have the right to prepay this Loan in full prior to the Maturity Date. If you prepay this Loan in full, you may be entitled to a refund of part of the Finance Charge.

CANCELLATION: You have the right to rescind this transaction at any time before the close of business on the next business day following the date of this transaction by returning to us, at the location where the Loan was made, the original check or cash in the amount advanced to you.

GENERAL: All of our rights and remedies under this Contract or any related document, or otherwise available to us under applicable law shall be cumulative. Any failure by us to exercise any right or remedy available under this Contract, any other document or applicable law, shall not be a waiver of our right or rights to exercise any such right or remedy at any later time or on any subsequent default. The provisions of this Contract will be binding on and inure to the benefit of the parties hereto, their heirs, legal representatives, successors and assigns. Time is of the essence of this Contract. This Contract (together with and any other document executed by you in connection with the Loan) 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 the party to be charged.

CREDIT INQUIRE AUTHORIZATION: You agree and hereby authorize us to obtain credit reports on you both now and at any time any portion of the Amount Financed remains due and owing to us.

CREDIT REPORTING: We may report information about your account to credit bureaus. Missed payments or other defaults on your account may be reflected in your credit report. You specifically acknowledge and agree that we may disclose any default by you under this Contract, along with any other relevant information, to credit reporting agencies.

GOVERNING LAW: This Contract will be governed by and construed and enforced solely in accordance with the internal laws of the State of Idaho. YOU AGREE THAT STATE COURTS LOCATED IN THE STATE OF IDAHO WILL HAVE EXCLUSIVE JURISDICTION AND VENUE OF ACTIONS TO ENFORCE THIS CONTRACT.

By _____
Alpha Omega Date

X

Borrower's Signature Date

X

Co - Borrower's Signature Date