

TITLE LOAN AND SECURITY AGREEMENT

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|---|--|
| Lender : Alpha Omega Consulting Group, Inc. 716 Vauxhall Drive Nashville, TN 37221 (615) 662-9537 | Todays Date: 11/14/2005 Current Time: 9:35:03 AM Contract Number: TL13R Maturity Date: 12/14/2005 |
| Borrower: RON W JONES 1015 EAST BOBBY COURT MILLERSVILLE, TN 37072- Home Phone: (615) 855-1999 Work Phone: 615-662-9537 | Motor Vehicle Make: buick Model: century Year: 1992 VIN: 32132132132132112 |

| Annual Percentage Rate | Finance Charge | Amount Financed | Total of Payments |
|---|---|---|--|
| 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 as scheduled. |
| 24.00% | \$20.00 | \$1,000.00 | \$1,020.00 |

| | | | | |
|---------------------------------------|---------------------|-------------------|------------------|--------------------------|
| Your Payment Schedule Will Be: | Number of Payments: | Amount of Payment | Payments are due | First Payment due |
| | 1 | \$1,020.00 | Monthly | 12/14/2005 |

Security: You are giving a security interest in the title and keys of your motor vehicle and also your wage assignment.

Prepayment: If you pay off early you will not have to pay a penalty. See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

| ITEMIZATION OF AMOUNT FINANCED | |
|--------------------------------------|-------------------|
| Amount Given to you Directly | \$1,000.00 |
| Amount paid on your account | \$0.00 |
| Amount paid to public officials | |
| Amount paid to others on your behalf | \$0.00 |
| Prepaid finance charge | \$0.00 |
| Amount Financed | \$1,000.00 |

PROMISSORY NOTE: I/We the undersigned BORROWER promise, jointly and severally, to pay to LENDER, (or subsequent holder of this note) the sum of: \$1,000.00, plus interest thereon at the rate of 24.00% per annum, until paid in full payable in 1 payments of \$1,020.00 beginning on 11/14/2005 at LENDER'S officer, at the above address (or such other place as to which written notice may be given). I/We also agree to pay a \$25.00 fee for any instrument returned by any financial institution on which it is drawn.

INTEREST CALCULATION: Payment Applications. Interest under this Agreement will be calculated on a simple interest basis and shall accrue at a daily rate of 1/365 of the Annual Percentage Rate multiplied by the unpaid balance (the Amount Financed less the amount it has been reduced by payments) for each day that any amount remains due to LENDER. All payments shall be applied first to accrued interest, then any costs due to LENDER other than the unpaid principal amount, and finally to the unpaid principal amount.

DELINQUENCY CHARGE: Borrower will be charged a delinquency charge of \$10.00 for any installment that is paid 10 or more days past the due date.

SECURITY AGREEMENT: To secure the BORROWER'S obligations under this Agreement and any extensions or renewals hereof, BORROWER hereby grants to LENDER a security interest in the Motor Vehicle described herein, all accessions and accessories thereto, and all proceeds thereof, including but not limited to all insurance proceeds or refunds of insurance premiums related thereto.

LENDER's Rights in the Event of Default: Upon the occurrence of any event of default, the LENDER may at its option, and without notice or

demand, do any one or more of the following: (a) declare the whole outstanding balance due under this Agreement due and payable at once and proceed to collect it; (b) foreclose upon its lien, including repossession and liquidation of any Collateral securing this Agreement according to law; (c) exercise all other rights, powers and remedies given by law; and (d) recover from BORROWER all charges, costs and expenses, including all collection costs and reasonable attorneys' fees incurred or paid by the LENDER in exercising any right, power or remedy provided by this Agreement or by law, together with interest on such collection costs and fees at a rate equal to the Annual Percentage Rate. In the event of monetary or non-monetary default, the finance charge shall continue to accrue until the Amount Financed, together with all accrued and unpaid finance charges and costs, is fully repaid.

If the Motor Vehicle pledged as security is used primarily for BORROWER's personal, family or household purposes, and BORROWER has paid, at the time of repossession, an amount equal to thirty percent (30%) or more of the total of payments due, BORROWER may, within fifteen (15) days of such repossession reinstate the Agreement and recover the Motor Vehicle from LENDER by paying all amounts due and payable, during any non-monetary default under this Agreement, and tendering any reasonable costs or expenses incurred by the LENDER in the retaking of its Collateral. Tender of payment and performance under this paragraph restores BORROWER to his rights under this Agreement as though no default had occurred. Provided, however, BORROWER has the right to reinstate the Agreement and recover the Collateral from the LENDER only once under this provision. The lender can sell the repossessed vehicle after 21 days of repossession to recover its money.

ADMINISTRATIVE PROVISIONS: This Agreement shall be construed, applied and governed by the internal laws of the State of Illinois in which it is executed. The unenforceability or invalidity of any portion of this Agreement shall not render unenforceable or invalid the remaining portions hereof.

You authorize Alpha Omega Consulting Group, Inc. or their servicers and affiliates, to contact you at your place of employment or residence at any time up until 9:00 PM your local time, regarding your loan.

Arbitration and Waiver of Jury Trial: Any and all disputes or disagreements between the parties to this Agreement or any prior Agreement between them (except the LENDER's right in any suit to enforce the BORROWER's payment obligations in the event of default, by judicial or other process, including self-help repossession) shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association or N.A.F (1800 474-2371) <http://www.arm-forum.com>. Judgment on the arbitrator's award may be entered by any court of competent jurisdiction. Each party waives all rights to a jury trial, whether the claim is submitted to arbitration or decided by a court. Any issue as to whether this Agreement is subject to arbitration shall be determined by the Arbitrator. The parties agree that this Agreement evidences a "transaction involving commerce" under the Federal Arbitration Act and each party hereby waives any right to claim otherwise.

PRIVACY NOTICE

"We do not disclose any nonpublic personal information to anyone, except as permitted by law."

2. You acknowledge and agree that by entering into this Arbitration Provision:

- (a) YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US 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 US 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, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES

Signature of Borrower

Cook, IL 12/01

WAGE ASSIGNMENT

ASSIGNOR's (Borrower/Employee) NAME AND ADDRESS

RON JONES
1015 EAST BOBBY COURT
MILLERSVILLE, TN 37072-

ASSIGNORS SOCIAL SECURITY NUMBER

545-45-4544

EMPLOYER'S NAME AND ADDRESS

AOCG
716 VAUXHALL DRIVE
NASHVILLE, TN 37072-

Loan Number: TL13R
Loan Date: 11/14/2005
Loan Maturity Date: 12/14/2005

| | |
|-------------------------------|------------|
| Annual Percentage Rate | 0.24% |
| Finance Charge | \$20.00 |
| AMOUNT FINANCED | \$1,000.00 |
| TOTAL OF PAYMENTS | \$1,020.00 |

This Wage assignment is being executed by me ("Assignor") to secure the above reference loan given to me by Alpha Omega Consulting Group, Inc. ("Assignee"). If after the Loan Maturity Date, I am in default under the terms of my loan agreement, Assignee will have the right, pursuant to and in accordance with the Illinois Wage Assignment Act 740 ILCS 170.01 et. Seq., to collect the amount due from my present employer or a future employer. I understand that I may revoke this assignment of wages at will by written notice to Assignee.

The maximum wages, salary, commissions and bonuses that may be collected by Assignee herein for any work week shall not exceed the lesser of (1) 15% of such gross amount paid for that week or (2) the amount by which disposable earnings for a week exceed 45 times the Federal Minimum Hourly Wage prescribed by Section 206 (1) of title 29, U.S.C. as amended, in effect at the time the amount are payable. The term "Disposable Earnings" means that part of the earnings remaining after the deduction from those earnings of any amounts required by law to be withheld.

Any undersigned debtor may revoke his assignment of wages at will by written notification to the holder by certified mail return receipt and signature requested. This assignment shall remain effective as to all of the undersigned debtors not electing to revoke this assignment

By signing, I acknowledge receipt of a completed and exact copy of this Wage Assignment. By signing, I further state that I have read, understand and agree to each term of this Assignment.

I hereby authorize, empower and direct my employer to pay Assignee any and all monies due or to become due Assignor hereon, authorize Assignee to receive the same, and release and discharge employer from all liability to me on account of monies paid in accordance herewith. No copy of the Wage Assignment shall be served on employer except in conformity with applicable law.

WAGE ASSIGNMENT

ASSIGNOR

Date 11/14/2005

ASSIGNEE

Alpha Omega Consulting Group, Inc.

Date 11/14/2005

**AUTHORIZATION AGREEMENT FOR PREAUTHORIZED PAYMENT
ACH/EFT**

Alpha Omega Consulting Group, Inc.

1. Unless the authorization in item 4 below is properly and timely revoked there will be a \$25.00 fee on any ACH debit entry items that are returned at the time of collection.

2. You authorize Alpha Omega Consulting Group, Inc. or their servicers and affiliates, to contact you at your place of employment or residence at any time up until 9:00 PM your local time, regarding your loan.

You represent that you have not recently filed for bankruptcy and have no present intentions of doing so.

4. You authorize us, Alpha Omega Consulting Group, Inc., or our servicer, agent, or affiliate to initiate one or more ACH debit entries (for example, at our option, one debit entry may be for the principal of the loan and another for the finance charge) to your Deposit Account indicated below for the payments that come due each pay period and/or each due date concerning every refinance, with regard to the loan for which you are applying. The Depository Institution named below, called BANK, will receive and debit such entry to your Checking Account.

| Bank Name | Routing Number | Account No. |
|----------------------|----------------|-------------|
| FIRST TENNESSEE BANK | | 101715155 |

This authorization becomes effective at the time we make you the loan which you are applying and will remain in full force and effect until we have received notice of revocation from you by certified mail return receipt and signature requested. It does not authorize us to make debit entries with regard to any other loan. You may revoke this authorization to effect an ACH debit entry to your Account by giving written notice of revocation to us, which must be received no later than 3 business days prior to the due date of your loan by certified mail. However, if you timely revoke this authorization to effect ACH debit entries you authorize us to prepare and submit one or more checks drawn on your Account on or after the due date of your loan. This authorization to prepare and submit a check on your behalf may not be revoked by you until such time as the loan is paid in full.

You also authorize Alpha Omega Consulting Group, Inc. or their services and affiliates in the event of default to enter one or multiple debit entries to any account you might have in the future, for up to three years, to collect this loan and all of the accrued interest and fees.

X _____
SIGNATURE

X _____ 11/14/2005
DATE

X _____
PRINT NAME

X _____
LOAN NUMBER

X _____
LOAN OFFICER

Assignment. We may assign or transfer this Customer Agreement or any of our rights hereunder.

THEREFORE, YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:

1. For purposes of this Waiver of Jury Trial and Arbitration Provision (hereinafter the "Arbitration Provision"), the words "dispute" and "disputes" are given the broadest possible meaning and include, without limitation (a) all claims, disputes, or controversies arising from or relating directly or indirectly to the signing of this Arbitration Provision, the validity and scope of this Arbitration Provision and any claim or attempt to set aside this Arbitration Provision; (b) all federal or state law claims, disputes or controversies, arising from or relating directly or indirectly to this Customer Agreement (including the Arbitration Provision), the information you gave us before entering into this Customer Agreement, including the Customer Information Sheet, and/or any past agreement or agreements between you and us; (c) all counterclaims, cross-claims and third-party claims; (d) all common law claims, based upon contract, tort, fraud, or other intentional torts; (e) all claims based upon a violation of any state or federal constitution, statute, or regulation; (f) all claims asserted by us against you, including claims for money damages to collect any sum we claim you owe us; (g) all claims asserted by you individually against us and/or any of our employees, agents, directors, officers, shareholders, governors, managers, members, parent company or affiliated entities (hereafter collectively referred to as "related third parties"), including claims for money damages and/or equitable or injunctive relief, (h) all claims asserted on your behalf by another person; (i) all claims asserted by you as a private attorney general, as a representative and member of a class of persons, or in any other representative capacity, against us and/or related third parties (hereafter referred to as "Representative Claims"); and/or (j) all claims arising from or relating directly or indirectly to the disclosure by us or related third parties of any non-public personal information about you.

2. You acknowledge and agree that by entering into this Arbitration Provision:

(a) YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US 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 US 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, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES

3. Except as provided in Paragraph 6 below, all disputes including any Representative Claims against us and/or related third parties shall be resolved by binding arbitration only and on an individual basis with you. **THEREFORE, THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION; THAT IS, THE ARBITRATOR SHALL NOW ALLOW YOU TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION.**

(4) 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) <http://www.adr.org>, J.A.M.S/Endispute (1-800-626-5267) <http://www.jamsadr.com>, or National Arbitration Forum (1-800-474-2371) <http://www.arb-forum.com> However, the parties may agree to select a local arbitrator. The party receiving notice arbitration will respond in writing by certified mail return receipt requested within twenty (20) days. If you demand arbitration, you must inform us in your demand of the arbitration organization you have selected or whether you desire to select a local arbitrator. If you fail to notify us, then we have 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 and procedures do not contradict the express terms of this Customer Agreement, or the Arbitration Provision, including the limitations on the arbitrator below. You may obtain a copy of the rules and procedures by contacting the arbitration organization listed above.

5. Regardless of who demands arbitration, we will advance your portion of the expenses associated with the arbitration, including the filing, administrative, hearing and arbitrator's fees ("Arbitration Fees"). 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 FAA, and applicable statutes of limitation, and shall honor claims of privilege recognized at law. The arbitration hearing will be conducted in the county of your residence, or within 30 miles from such county, or in the county in which the transaction under this Customer Agreement occurred, or in such other place as shall be ordered by the arbitrator. 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 judgement. In conducting the arbitration proceeding, the arbitrator shall not apply any federal or state rules of civil procedure or evidence. If allowed by statute or applicable law the arbitrator may award statutory damages and/or reasonable attorney's 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 us for your portion of the Arbitration Fees, and we 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 us for the Arbitration Fees we have advanced, 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, less any Arbitration Fees you have previously paid. 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.

6. 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 judgement from a small claims tribunal shall be resolved by binding arbitration.

7. This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA. If a final non-appealable judgement of a court having jurisdiction over this transaction finds, for any reason, that the FAA does not apply to this transaction, then our agreement to arbitrate shall be governed by the arbitration law of the State of Illinois.

8. The Arbitration Provision survives any termination, amendment, expiration or performance of any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing.

PRIVACY NOTICE

"We do not disclose any nonpublic personal information to anyone, except as permitted by law."

a. You warrant to Alpha Omega Consulting Group, Inc. that within the last 15 days you have not had an outstanding short-term loan.

b. This is a short term loan with a high interest rate. Does not intend to cover long term financial needs. A repayment plan can be offered to assist you in repaying this loan in a timely matter.

For further consultation contact the:

Illinois Department of financial Institutions and Professional regulations,
Consumer Credit Division
100 West Randolph Street
Suite 15-700
Chicago, IL 06601
Toll free number 1-888-298-8082

You should contact the DFI for information regarding debt management services or for matters involving improprieties by licensee in the origination or collection of this loan.