

Alpha Omega

Title Loan Agreement

111 11th Avenue North Nashville, TN 33333

Phone:

Date of Loan:	3/3/2016	Loan Number:	TL227
Alpha Omega 111 11th Avenue North Nashville, TN 33333		Name of Borrower Mike Burch and Beth Burch Street Address 33 33rd Avenue South City, State Smyrna, GA 30080 Date of Birth 1/2/1979 Social Security No. 444-44-4444	
Hours of Operation:	Year: 2001	Make: GMC	Model: SIERRA
Description of Security:	Year: 2001	Make: GMC	Model: SIERRA
VIN#: 12345678901234567	Color: Black	License Plate #:	

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total Of Payments
The cost of your credit as a yearly rate. 60.10%	The dollar amount the credit will cost you. \$53.10	The amount of credit provided to you or on your behalf. \$1,075.00	The amount you will have paid after you have made all payments as scheduled. \$1,128.10

Your payment schedule will be:	Number of Payments	Amount of Payment	When Payment(s) are Due
	1	\$1,128.10	Monthly beginning on 4/2/2016

Security: You are giving a security interest in the property described above.

Late Charge: If a payment is 10 days late, you will be charged 5% of the payment or \$10, whichever is greater.

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.

<u>Itemization of amount financed and fees</u>	NOTICE OF YOUR FINANCIAL PRIVACY RIGHTS
\$1,000.00 Amount given to you directly	RESTRICTION OF NON-PUBLIC INFORMATION ACCESS We restrict access to your non-public personal information to employees needing to know that information to assist you with products or services. We keep the physical, electronic, and procedural safeguards required by our regulators to insure the safety of your personal information.
\$0.00 Loan Proceeds paid on your account	
Amount paid to Public Officials	
\$1,075.00 Amount Financed	
\$0.00 Amount Paid to others	
\$0.00 Loan Origination Fee	
\$75.00 Documentation Fee	INFORMATION TO NON-AFFILIATED THIRD PARTIES Since we value our relationship, we will not disclose your non-public personal information to non-affiliated third parties unless required by law. We also do not disclose non-public personal information about former customers unless required by law.
\$0.00 Optional Debt Cancellation Contract	
\$1,075.00 Total Loan Principal	

Promissory Note

PROMISE TO PAY: The Lender agrees to loan you the principal sum of \$1,075.00 to bear interest at the rate of 60.00% per annum until paid in full. The loan is payable in 1 payments of \$1,128.10 beginning on 4/2/2016 and continuing on the same day of each month thereafter until paid in full. You may prepay this loan, in full or in part, at any time without penalty. The loan origination fee, if any, is fully earned at the time the loan is made unless the full principal loan amount is returned to the lender by the close of the next full business day

Loan Origination Fee: You agree to pay a loan origination fee of \$0.00.

Documentation Fee: You agree to pay a documentation fee of \$75.00.

Security: You agree to give the title lender a security interest per the Uniform Commercial Code in the personal property listed above and further agree that the title lender may retain possession of the certificate of title until this loan is paid in full. Upon payment of the loan in full, the lender will release any security interest in the titled personal property and return the title to you.

DEFAULT: In the event you default on the loan, the lender may, after providing all notices required by law, exercise any and all rights as a secured party per the Uniform Commercial Code, including repossession of the collateral.

Returned Check Fee: If any instrument is returned for any reason by any financial institution, you agree to pay a fee of \$25.00, plus the amount charged the title lender by the Financial Institution for procession the refused instrument.

LATE CHARGES: You also agree to pay a late fee of 5% or \$10.00 which ever is greater

Attorney fees and Court Costs: If it becomes necessary to file suit to collect this loan, you agree to pay 25% of the unpaid debt after default.

OPTIONAL DEBT CANCELLATION CONTRACT: A debt cancellation contract is not required to obtain credit and will not be provided unless you sign immediately below and agree to pay the extra charge. If you choose to buy the debt cancellation contract, the charge will be shown in the Itemization of the Amount Financed. See your Loan Debt Cancellation Waiver for details on the terms and conditions it provides. By signing immediately below, you confirm that the debt cancellation contract was offered and explained to you before this contract was presented to you to be signed.

Term 1 months. Signature _____

Installment Loan Act of 1959, Section 58-7-1 to 58-7-9, NMSA

Borrower's Signature _____ Date _____

Lender's Signature _____ Date _____

Co-Borrower's Signature _____ Date _____

Alpha Omega

Authorization For Electronic Funds Transfer Payments

I hereby authorize Alpha Omega, to initiate debit/credit entries to my account for all payments due, including any returned unpaid item fees due, regarding the subject of this agreement and the Financial Institution at which my account is held to debit/credit the same to such account. This authority is to remain in full force and effect until (your company), and the subject Financial Institution have received written notification from me of its termination in such time and in such manner as to afford (your company), and the Financial Institution a reasonable opportunity to act on it. I understand that I may cancel this authorization by providing written notice to Alpha Omega, at least three (3) business days prior to the payment due date. I further understand that canceling my authorization does not relieve me of the responsibility of paying all amounts due in full.

Agreement #: TL227

Signature: _____

Name Printed: Mike Burch and Beth Burch **Date:** _____

Bank Account:

Bank Name: Athens Federal

Routing No.: _____

Account No.: 1111111111111111

Do Not Send Payments To This Address!

Installment Loan Act of 1959, Section 58-7-1 to 58-7-9, NMSA

**Re-Presented Check Notification/NSF Fee Authorization
Rubber Stamp**

I understand if this check is returned unpaid it may be electronically re-presented and I authorize the Payee to debit a fee of \$30.00.

(sign) _____

To revoke fee authorization call:.

TOTAL LOSS PROTECTION
LOAN DEBT CANCELLATION WAIVER

CUSTOMER (BORROWER) INFORMATION:

Last Name: Burch First Name: Burch Middle Initial _____
Street Address 33 33rd Avenue South Apt # _____
City Smyrna State _____ Zip Code 30080 Home Phone # 30080

COLLATERAL VEHICLE INFORMATION:

Manufacturer GMC Model SIERRA Year 2001 Mileage _____
Vehicle ID Number 12345678901234567

LOAN COMPANY INFORMATION:

Name: Alpha Omega Loan Acct. # TL227
Street Address 33 33rd Avenue South City Nashville State TN Zip 30080

LOAN TOTAL LOSS PROTECTION INFORMATION:

Loan Period 1 month(s) Loan Amount _____ \$1,000.00
Loan Acct # TL227 Loan Effective Date _____ 3/3/2016
Charge to Customer for Waiver _____ 0

If the loan information above is not fully completed, the Total Loss Protection will automatically be limited to a maximum period of 6 months and a maximum benefit of \$500.

The named Customer is responsible to the named Loan Company under the terms of the Loan Agreement for the amount of any early termination liability resulting from a Total Loss of the Vehicle. However, due to the purchase of this Debt Cancellation Waiver, the Loan Company agrees to cancel in its entirety the Customer's indebtedness resulting from the Total Loss of the Vehicle detailed under "Collateral Vehicle Information" above.

Acceptance of the Debt Cancellation Waiver:

I, the borrower whose signature appears below, acknowledge and confirm that the information contained above is, to the best of my knowledge, true and accurate and I have read the Title Loan Protection Waiver in its entirety and agree to all of the provisions herein. I also acknowledge and understand that the purchase of the Title Loan Protection is completely voluntary and is not required to obtain credit and that I may obtain a debt cancellation protection from an alternate source if I wish and I may cancel this Waiver at any point during the Loan term subject to that loan term exceeding Thirty (30) days. I further understand that if I request in writing a cancellation within the first Thirty (30) days of the loan effective date, I can receive a full refund, subject to no loss having occurred, and that a cancellation request received after Thirty (30) days of the loan effective date will be refunded using the Rule of 78's cancellation method less a \$75.00 cancellation fee, unless otherwise required by applicable state law.

Date _____ Customer's Signature _____ Company Signature _____

Declination of the Debt Cancellation Waiver

I do not choose to purchase the Debt Cancellation Waiver and I understand that, by not purchasing the Waiver, I am not entitled to any of the benefits in the event of a Total Loss of the Vehicle detailed above.

Date _____ Customer's Signature _____ Company Signature _____

DEFINITIONS:

For the purpose of this Waiver the following terms shall mean:

Customer means the Loan Borrower and owner of the Collateral Vehicle as listed on the front of the Waiver.

Collateral Vehicle means any vehicle that appears in the standard NADA Used Car Guide.

Date of Loss means the date on which the actual physical loss damage occurred to the Vehicle. If such date is indeterminable, the Date of Loss shall be either the date established by the primary insurance carrier or the date the occurrence was reported to the police, whichever is earlier.

Total Loss means a total or constructive total loss as defined by the individual Customer's primary automobile physical damage carrier. If no primary physical damage carrier exists, then a Total Loss shall mean when the repair cost exceeds the Actual Cash Value or, in the event of a theft, when the Vehicle has not been recovered after a minimum period of 30 days from the date of the original police theft report.

Actual Cash Value means the NADA retail value including accessories and mileage adjustments, if applicable.

NADA means the National Automobile Dealers Association.

TERMS AND CONDITIONS:

- a. No coverage is provided for any Loan when the original term exceeds 36 months.
- b. Primary Insurance: Should the Customer not have collectible physical damage insurance on the Date of Loss, or the customer's primary insurance is not a standard retail private passenger policy or does not provide an insurance settlement based on NADA Retail Value, it is the responsibility of the Customer to advise the Loan company in writing immediately when the loss is discovered and the Loan company will calculate the Actual Cash Value of the vehicle immediately prior to the loss using NADA Retail Value. The Loan Company has the sole authority to determine what documentation the customer must submit to determine a total loss and may charge the customer for any loss adjusting expenses.
- c. This Waiver is transferable only in the event the original loan is assumed by a third party and is subject to a \$50.00 transfer fee.
- d. This Waiver is cancelable by the customer upon completion of the Cancellation form at the Loan Company and is subject to the effective date of the cancellation not being prior to the date the cancellation form is completed at the Loan Company. However, if the vehicle has suffered a total loss payment for this Waiver will be considered fully earned and no refund will be made. If the vehicle has not suffered a total loss, this Waiver may be flat canceled within thirty (30) days of the effective date. After thirty (30) days any refunds will be calculated using the Rule of 78s and subject to a \$75.00 cancellation fee, unless otherwise determined by applicable state law.
- e. This Waiver shall be void if there is any change in the terms and conditions of the Loan, change of assignee or any material facts have been concealed or misrepresented, or the case of fraud.
- f. No payment will be made for any vehicle unless this Waiver has been reported to The Administrator by the Loan Company.

EXCLUSIONS:

This Waiver does not apply to loss or damage;

- a. Resulting directly or indirectly from any fraudulent act or due to the legal confiscation of the vehicle by a public official.
- b. Caused by a deliberate act of the customer or with the customer's knowledge that results in the vehicle being deemed a total loss.

CLAIM REQUIREMENTS

IN THE EVENT OF A CLAIM, the Customer must provide, within 60 days of the Date of Loss, to the Loan Company that appears on the front of this Waiver the following documentation before any payment under this Waiver can be processed. Failure to provide this documentation within 90 days of the Date of Loss will VOID this Waiver.

1. Complete documentation from the Customer's primary insurance company substantiating the date of and cause of loss of the Vehicle, gross settlement amount, deductible, the net settlement amount and proof of payment. Should the Customer not have collectible physical damage insurance on the Date of Loss, or the customer's primary insurance is not a standard retail private passenger policy or does not provide an insurance settlement based on N.A.D.A. Retail Value, the Actual Cash Value of the vehicle, immediately prior to the loss, will be calculated using NADA Retail Value. The Loan Company has the sole authority to determine what documentation the customer must submit to determine a total loss and may charge the customer for any loss adjusting expenses.
2. Copy of the Loan.
3. Copy of this Waiver.
4. Copy of the police report (theft losses only).

STATE PROVISIONS:

The cancellation fee and processing fee is not applicable in Colorado, Kansas, Indiana, Louisiana, Missouri, New Hampshire, New Mexico, Vermont and Wisconsin. COLORADO: In accordance with Colorado Rule 8, before purchasing and signing the Waiver form, it is required that you review the following:

1. The purchase of the Waiver is not required in order to obtain the credit or any particular or favorable credit terms;
 2. The fee for the Waiver is disclosed on the front;
 3. You may wish to consult an insurance agent to determine whether similar coverage may be obtained and at what cost;
 4. You may cancel the Waiver for any or no reason within thirty-(30) days after GAP was purchased and receive a full refund of the GAP fee so long as no loss or event covered by the Waiver has occurred. If it is cancelled after 30 days, the refund will be on a pro-rata basis; and,
 5. The Waiver is not a substitute for collision or property damage insurance.
- NEBRASKA: This Waiver is not regulated by the Department of Insurance. TENNESSEE: The cost of this Waiver is not regulated and you have the responsibility to determine whether the cost of this Waiver is reasonable in relation to the protection afforded by this Waiver. Utah: This Waiver is subject to limited regulation by the Utah Insurance Commissioner and a complaint regarding this Waiver may be submitted to the Commissioner at the Utah Department of Insurance, State Office Building, Room 3110, Salt Lake City, UT 84114. WASHINGTON: 1. Any refund of the purchase price for a Waiver that was included in the financing of the motor vehicle or vessel may be applied by the creditor as a reduction of the overall amount owed under the finance agreement, rather than applying the refund strictly to the purchase price of the waiver. 2. The guaranteed asset protection waiver is not credit insurance, nor does it eliminate the borrower's obligation to insure the motor vehicle as provided by laws of this state. Purchasing a guaranteed asset protection waiver does not eliminate the borrower's rights and obligations under the vendor single-interest and collateral protection coverage laws of this state. WISCONSIN: Termination of addendum is amended as follows "It is your responsibility to notify the dealer/creditor in writing of your request to cancel this coverage and to request a refund/credit of the Waiver charges." is deleted. A cancellation refund within the first 30 days will also include the amount of the applicable finance charge.