

# FLEX CONSUMER LOAN

Date of Loan: 4/5/2006		Loan Number: TL181	
Name of Lender Johnson's Title & Payday Loan		Certificate Number:	Name of Borrower Ronnie C Johnson
Street Address 123 Anywhere Street		Street Address 1015 East Concord Avenue	
City, State, Zip St. Louis, Missouri 17345		Hours of Operation:	City, State Goodlettsville, TN 37072
Telephone Number 615-789-4568		Monday-Friday-10am-6pm	saturday9am-2pm
		DOB 4/24/1958	SSN: 404-04-0404

**Description of Security:**

This automobile is in excellent mechanical and body condition.

<b>ANNUAL PERCENTAGE RATE</b>	<b>FINANCE CHARGE</b>	<b>Amount Financed</b>	<b>Total Of Payments</b>
<i>The cost of your credit as a yearly rate</i>	<i>The dollar amount the credit will cost you</i>	<i>The amount of credit provided to you or on your behalf</i>	<i>The amount you will have paid after you have made all payments as scheduled</i>
<b>22.00%</b>	<b>\$20.40</b>	<b>\$1,125.00</b>	<b>\$1,145.40</b>

Your payment schedule will be: With Renewal	Number of Payment(s)	Amount of Payment(s)	Payments Due Beginning on:
	1	\$1,020.40	5/5/2006

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

**Late Charge:** If a payment is 15 days late you will be charged 5% of the payment, or \$25, whichever is less, subject to a minimum charge of \$10 for payments over \$25 and \$5 for payments of \$25 or less.

**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.

**e means an estimate**

<b>NOTICE OF YOUR FINANCIAL PRIVACY RIGHTS</b>	
<b>RESTRICTION OF NON-PUBLIC INFORMATION ACCESS</b>	
Itemization of Amount Financed of \$1,125.00	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.
\$1,000.00 Amount given to you directly	<b>INFORMATION TO NON-AFFILIATED THIRD PARTIES</b>
\$0.00 Amount paid on your account	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.
\$125.00 Paid to Public Officials	
\$0.00 Amount Paid to	
\$0.00 Prepaid Finance Charge	
\$1,125.00 Amount Financed	

### Promissory Note

#Error

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

Security: I agree to give the lender a security interest per the Uniform Commercial Code in the security listed above. I also agree to maintain insurance on the security and to name the lender as the loss payee on any insurance policy covering the security. Failure to maintain insurance coverage on the security will result in the loan being in default.

Default: In the event I default on the loan or any scheduled payments, the lender may, after providing all notices required by law, demand payment in full at once, and exercise any and all rights as a secured party per the Uniform Commercial Code, including repossession of the collateral. I agree to authorize the lender to contact me at home, work or by any other means including contacting any references or other sources provided by me through this application and loan process. I authorize the lender to use whatever means necessary to obtain any information about me that would aid and assist the lender in collecting any monies due. I understand that the lender may also use an outside collection agency and or civil or criminal prosecution as a means for collection. I understand being in default may affect my credit rating negatively. Failure to make scheduled payments on any loan provided by this lender will result in the loss of all payment discounts for all loans.

Returned Check Fee: If any instrument is returned for any reason by any financial institution, you agree to pay a fee of \$20.00, plus the amount charged the title lender by the financial institution for processing the refused instrument.

Late Charge: If a payment is 15 days late I will be charged 5% of the payment, or \$25, whichever is less, subject to a minimum charge of \$10 for payments over \$25 and \$5 for payments of \$25 or less.

Electronic Funds Transfer: I authorize this lender to initiate debit entries to my account(s) for payments or payoffs as scheduled in this agreement including any current or late fees, interest or principal on which the subject of this agreement is drawn and the Financial Institution(s) at which the account(s) is held to debit the same to such account(s). By signing this authorization, I am promising to have all funds available in my account(s) for payments. This authority is to remain in full force and effect until the lender and the subject Financial Institution(s) have received written notification from me of its termination in such time and in such manner as to afford the lender and the Financial Institution a reasonable opportunity to act on it. I understand that I may cancel this authorization by 1. Paying in full all payments and fees due. 2. Providing written notice to the lender at least ten (10) business days prior to the payment due date. I further understand by canceling my authorization does not relieve me of the responsibility of paying all amounts due in full. I understand that the lender may initiate multiple electronic debits against my account, which in sum equal the amount to the payment(s) and fees due, and I authorize the lender to do so.

**AGREEMENT TO ARBITRATE DISPUTES**

Payment by Check: If my check is accepted for payment by the lender, I acknowledge that my check has been mailed and accepted for payment at Johnson's Title & Payday Loan corporate office in Missouri. I understand that any mailed check for payment received by the lender after the due date will be considered late and that additional fee and interest may be due.

I understand the store location will not except my check but may offer a service to mail my payment for me to Johnson's Title & Payday Loan corporate office.

By signing below and to induce us to process and consider your application for a loan., you and we agree that any and all claims, disputes or controversies that we or our servicers or agents have against you or that you have against us, our servicers, agents, directors, officers and employees, that arise out of your application for a loan, the Loan Agreement that you must sign to obtain the loan, this agreement to arbitrate disputes, collection of the loan ,or alleging fraud or misrepresentation, whether under the common law or pursuant to federal or state statute or regulation, or otherwise, shall be resolved by binding individual ( and not class arbitration by and under the Code of Procedure of the National arbitration Forum ("NAF") in effect at the time the claim is filed. This agreement to arbitrate disputes shall apply no matter by whom or against whom the claim is filed. Rules and forms of the NAF may be obtained and all claims shall be field at the NAF office, on the World Wide Web at, www.arb-forum.com, or at National Arbitration Forum, P.O. Box 50191 Minneapolis, Minnesota 55405. If you are unable to pay the costs of arbitration, your arbitration fees will be waived by the NAF. Any arbitration hearing, if one is held, will take place at a location near your residence. This arbitration agreement is made pursuant to a transaction involving interstate commerce. It shall be governed by the Federal Arbitration Act, 9. U.S.C Sections 1-16. Judgment upon the award may be entered by any party in any court having jurisdiction. This Agreement to Arbitrate Disputes is an independent agreement and shall survive the closing and repayment of the loan for which you are applying.

NOTICE: YOU AND WE WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE OR JURY DECIDE THE DISPUTES BUT HAVE AGREED INSTEAD TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION.

AGREEMENT NOT TO BRING, OR PARTICIPATE IN CLASS ACTIONS.

To the extent permitted by law, by signing below you agree that you will not bring, join or participate in any class action as to any claim dispute or controversy you may have against us, one of our agents, servicers, directors, officers or employees. You agree to the entry of injunctive relief to stop such a lawsuit or to remove you as a participant in the suit. This agreement is not a waiver of any of your rights and remedies to pursue a claim individually and not as a class action in binding arbitration as provided above. This agreement not to bring or participate in class action suites is an independent agreement and shall survive the closing and repayment of the loan for which you are applying.

Consolidation Loan: I represent and warrant to this lender that I have disclosed all other outstanding loan documents along with my living expenses and have requested the lender to perform a personal financial review in order to be considered for their loan consolidation program. I understand that by submitting my information and receiving the review, does in no way commit the lender in extending any credit or loans to me. I authorization the lender to contact any and all third parties in connection with the above information.

I agree that if I receive a Consolidation Loan from this lender, I will not obtain any additional loans of any kind from other sources without first paying the entire unpaid balance of this loan. I understand that the full unpaid balance of this loan will be immediately due and payable if I receive additional loans. I further understand that after paying this loan balance in full, I can solicit and receive loans and credit from any source of my choosing.

I understand that the consideration of a Consolidation Loan is based on the truthfulness of all information offered to the lender and my current financial position. If I receive a Consolidation Loan from this lender, any nondisclosure or changes in my finances must be reported to the lender within 24 hours and my cause the Consolidation Loan to be fully due and payable.

Consolidation Loan Borrower Signature \_\_\_\_\_ Date \_\_\_\_\_

Co-Borrower: \_\_\_\_\_ Date \_\_\_\_\_

Attorney Fees & Court If it becomes necessary to file suit to collect this loan, I agree to pay attorney fees, collection fees and court costs pursuant to section 408.140 RSMO.

Nonpayment of this loan may result in the loss of your personal property listed as security. I further represent and warrant to the lender that I am not in voluntary or involuntary bankruptcy and am not in anticipation of filing a bankruptcy of any type. I understand that the lender will be making this loan based in the reliance on the truth of these representations.

By signing below, I state that I have received a completed copy of this form. By signing, I also state that I have read, understand, and agreed to all terms of this entire Agreement, including additional pages. I agree that each page and its terms constitute the Agreement.

This contract may be extended at the lender's option if there is a balance due on the original payoff date.

\_\_\_\_\_  
Lender's Signature

This lender is regulated by:  
Missouri Division of Finance  
PO Box 716  
Jefferson City, MO 65102-0716  
(573) 751-3463

**DO NOT SEND PAYMENTS TO THIS ADDRESS!**

\_\_\_\_\_  
Borrower's Signature Date

\_\_\_\_\_  
Co/Borrower's Signature Date