

# MOTOR VEHICLE TITLE PLEDGE AGREEMENT

PLEDGOR'S NAME Ronnie C Johnson and Shirley R Martin 1015 East Concord Avenue Goodlettsville TN 37072		Title Pledge Lender ALPHA OMEGA CONSULTING GROUP 716 VAUXHALL DRIVE NASHVILLE, TN 37221 615-662-9537		Loan Number TL202	
				DATE MADE 11/29/2006	

DL Number 077636262	State TN	Home Phone (615) 855-1192	Work Phone 615-662-9537	D.O.B. 4/24/1958	Eyes Brown	Race White	Height 5'6"	SSN 404-04-0404	Sex M
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## Description of Pledged Titled Personal Property.

Year 2000	Color Black	Make BMW	Model 735i	License No. 486JDW	<b>Maturity Date</b> <b>12/29/2006</b>	
VIN 12345678912345678		Title Certificate Number 88251024	ID Type Driver's License	ID # 077636262		Issuing Agency TN

<b>SECURITY:</b> You are giving a security interest in the above pledged goods.	<b>Payment Schedule</b> 1 Payment @ \$1,008.22
<b>PREPAYMENT:</b> If you pay off early, you will not be entitled to a refund of part of the finance charge. See below for any additional information concerning nonpayment and default.	

Amount Financed	Finance Charge	Total of Payments	Annual Percentage Rate
The amount of credit provided to you or on your behalf.  \$1,000.00	The dollar amount the credit will cost you.  \$8.22	The amount you will have paid after you have made all payments as scheduled.  \$1,008.22	The cost of your credit as a yearly rate.  10.00%

**Pledgor Representation:** The pledgor represents and warrants that the vehicle is not stolen, it has no liens, or encumbrances against it, and that the Pledgor has the right to enter into this transaction. The pledgor is the rightful owner of the vehicle and is entitled to pledge it.

**Redemption:** The Pledgor shall have no obligation to redeem vehicle or make any payment on this transaction. Upon the Pledgor's failure to redeem the vehicle on or before the maturity date of this Agreement or any extension or continuation thereof, Lender has the right to take possession of the vehicle and to exercise a power of attorney to transfer title to the vehicle. In taking possession, Lender or its 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.

If within (30) days after the maturity date, Pledgor redeems the vehicle by paying all outstanding principal, interest, and other customary fees, the Pledgor shall be given possession of the vehicle without further charge.

If the Pledgor fails to redeem the vehicle during the thirty-day period then the Pledgor shall thereby forfeit all right, title and interest in and to the vehicle to Lender who shall thereby acquire an absolute right of title and ownership to the vehicle. The lender shall then have the sole right and authority to sell or dispose of the vehicle.

Notwithstanding anything in the preceding paragraphs of this section, Pledgor shall have three (3) business days after the Lender has taken possession of the vehicle to redeem the property by paying the amount of the unpaid principal balance, the delinquent service charge and the actual cost of the repossession. The cost of the repossession shall include towing charges, storage charges paid to a third party and repairs made to the property to render it operable.

If the vehicle is sold after the three-business-day period, Lender shall return to the Pledgor eighty-five percent (85%) of the amount received from the sale above the amount of the unpaid principal balance, the delinquent service charge, the actual cost of the repossession and a sales fee of One Hundred Dollars (\$100). However, any vehicle that is deemed to be salvage by the Lender may be sold or otherwise disposed of immediately upon repossession.

**NOTE: The pledged vehicle is subject to sale at any time after the three-business-day period has expired, unless the vehicle is deemed to be salvage by the Lender, in which case the vehicle may be sold or otherwise disposed of immediately.**

\_\_\_\_\_ X Pledgor's Initials

Power of Attorney: Pledgor does hereby appoint Lender as its attorney-in-fact, coupled with an interest, to act in Pledgor's name, place and stead to transfer title to the vehicle from Pledgor's name to the Lender upon Pledgor's failure to redeem the vehicle on or before the maturity date set forth above or any extension of the maturity date.

\_\_\_\_\_ Pledgor's Signature

**Extension of Agreement:** By agreement of the parties, the Maturity Date of this Agreement may be extended or continued for thirty-day periods. Any extension or continuation shall be evidenced in writing. Beginning with the first extension or continuation and at each successive extension or continuation thereafter, Pledgor shall be required to reduce the principal amount financed by at least ten percent (10%) of the original principal amount of the title pledge transaction. Notwithstanding any provision in this article to the contrary, if Pledgor fails to pay at least ten percent (10%) of the original principal amount at any such extension or continuation, Lender may, at its option, either (a) declare the outstanding principal and any Finance Charges to be immediately due and payable, or (b) allow the transaction to be extended or continued, provided that the Lender shall reduce the principal amount of the loan by ten percent (10%) of the original amount solely for the purposes of calculating its Finance Charge. This reduction in principal shall continue to be owed by the Pledgor, but that amount shall not be entitled to accrue interest or Finance Charges thereafter.

**Presentation of title Pledge Form:** Any person presenting identification of himself and presenting the Pledgor's copy of this Agreement to Lender is presumed to be entitled to redeem the vehicle described above; provided, however, that if Lender determines that the person is not the original Pledgor, Lender is not required to allow the redemption of the vehicle by such person. The person redeeming the vehicle must sign the Pledgor's copy of this Agreement which Lender may retain to evidence such person's receipt of the vehicle. If the person redeeming the vehicle is not the original Pledgor, that person must show identification to Lender, and Lender shall record the person's name and address on a copy of this Agreement retained by Lender. The Lender shall not be liable to the original Pledgor for having allowed the redemption of the vehicle by another person pursuant to this section.

**Lost, Destroyed or Stolen Form.** If the Pledgor's copy of this Agreement is lost, destroyed or stolen, Pledgor must notify the Lender in writing by certified or registered mail, return receipt requested, or in person evidenced by a signed receipt, and receipt of this notice shall invalidate the form of this Agreement if the vehicle has not previously been redeemed. Before delivering the vehicle or issuing a new title pledge transaction form, Lender shall require the Pledgor to make a written statement of the loss, destruction or theft of the Pledgor's copy of the Agreement. The Lender shall record on the written statement the type of identification and the identification number accepted from the Pledgor, the date the statement is given and the number of this Agreement that has been lost, destroyed or stolen. The statement shall be signed by the Lender or the title pledge office employee who accept's the statement from the Pledgor. Lender is entitled to a fee not to exceed Five Dollars (\$5.00) in connection with the lost, destroyed or stolen form of this Agreement and the taking of a properly prepared written statement.

#### **ARBITRATION OF DISPUTES.**

In the event of any past, present or future claim or dispute (whether based upon contract, tort, statute, common law or equity) between Lender and Pledgor arising from or relating to this Agreement, the relationship that results or the enforceability or scope of this arbitration provision, or any other agreement with Lender executed by Pledgor at any time, either Lender or Pledgor may elect to resolve the claim or dispute by binding

IF EITHER LENDER OR PLEDGOR ELECT'S ARBITRATION, NEITHER LENDER OR PLEDGOR SHALL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN A COURT OR TO HAVE A JURY TRIAL ON THAT CLAIM. PRE-HEARING DISCOVERY RIGHTS AND POST-HEARING APPEAL RIGHTS WILL BE LIMITED. NEITHER LENDER OR PLEDGOR SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER PERSONS WITH RESPECT TO OTHER SIMILARLY SITUATED CLAIMS, OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. Even if all parties have opted to litigate a claim in court, Lender or Pledgor may elect arbitration with respect to any claim made by a new party or any new claims later asserted in that lawsuit, and nothing undertaken therein shall constitute a waiver of any rights under this arbitration provision.

Pledgor's agreement with Lender involves interstate commerce, and this provision shall be governed by the Federal Arbitration Act (FAA"). The arbitration shall be conducted through, at the option of whoever files the arbitration claim, JAMS or the National Arbitration Forum ("NAF") in accordance with their procedures in effect when the claim is filed. For a copy of their procedures, to file a claim or for other information contact JAMS at [www.jamsadr.com](http://www.jamsadr.com), toll-free at 1-800-352-5267 or NAF at [www.arb-forum.com](http://www.arb-forum.com), toll-free at 1-800-474-2371. At Pledgor's written request, Lender will advance any arbitration filing, administrative and hearing fees which Pledgor would be required to pay to pursue a claim or dispute as a result of Lender electing to arbitrate that claim or dispute. Send requests to Lender, 716 VAUXHALL DRIVE, NASHVILLE, TN 37221, Attention: Chief Manager. The arbitrator will decide who will ultimately be responsible for paying those fees. In no event will Pledgor be required to reimburse Lender for any arbitration filing, administrative or hearing fees in an amount greater than what Pledgor and Lender's combined court costs would have been if the claim had been resolved in a state court with jurisdiction.

Any arbitration hearing will take place in the federal judicial district where Pledgor resides. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law. If requested by any party, the arbitrator shall write an opinion containing the reasons for the award. The arbitrator's decision will be final and binding except for any appeal rights under the FAA and except that if the amount in controversy exceeds \$100,000.00 any party may appeal the award within thirty (30) days to a three-arbitrator panel which shall review the award de novo. The costs of such an appeal shall be borne by the appealing party regardless of the outcome. Judgment upon any award by the arbitrator may be enforced in any court having jurisdiction.

The rights and obligations of Lender under this arbitration provision shall inure to the benefit of and be binding upon its parent corporations, subsidiaries, affiliates (including, without limitation, ALPHA OMEGA CONSULTING GROUP), predecessors, successors, assigns, as well as the officers, directors, agent and employees of each of these entities, and will also inure to the benefit of any third party named as a co-defendant with Lender or with any of the foregoing in a claim which is subject to this arbitration provision. Pledgor's rights and obligations under this arbitration shall inure to the benefit of and be binding upon all persons contractually liable under this Agreement. This arbitration provision shall survive termination of Pledgor Agreement, as well as voluntary payment in full by Pledgor, any legal proceedings by us to collect a debt owed by Pledgor, and any bankruptcy by Pledgor.

I, the Pledgor, declare under penalty of perjury that I have read the foregoing document and that, to the best of my knowledge and belief, the facts contained in it are true and correct. I further acknowledge receipt of a copy of this Agreement.

\_\_\_\_\_  
Pledgor

Lender

\_\_\_\_\_  
Title Pledge