

PROMISSORY NOTE, LOAN AGREEMENT AND SECURITY AGREEMENT

LENDER:

Alpha Omega Consulting Group, Inc.
 716 Vauxhall Drive
 Nashville, TN 37221
 (615) 662-9537

CONTRACT DATE 11/14/2005
 LOAN NUMBER: TL15R

BORROWER:

RON W JONES SSN:545-45-4544
 1015 EAST BOBBY COURT
 MILLERSVILLE, 37072-

VEHICLE:

VIN: 32132132132132112
 MAKE: buick
 MODEL century YEAR: 1992

DISCLOSURES REQUIRED BY FEDERAL TRUTH-IN-LENDING

| ANNUAL PERCENTAGE RATE | FINANCE CHARGE | AMOUNT FINANCED | TOTAL OF PAYMENTS | |
|---|---|---|---|--|
| <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> | <i>Security: You are giving a security interest in the above described motor</i> |
| 243.33% | \$200.00 | \$1,000.00 | \$1,200.00 | Filling Fees \$0.02 |
| | | | | Payment Schedule: 1 @ \$1,200.00 Due on 12/14/2005 |

Prepayment: If you pay off early, you will not have to pay a penalty but may be entitled to a refund.
 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. You have the right to receive at this time an Itemization of the Amount Financed.
 I want an Itemization I do not want an Itemization

This Promissory Note, Loan Agreement and Security Agreement is entered into by and between LENDER and BORROWER on the date set forth above, subject to the terms and conditions stated and any and all representations BORROWER has made to LENDER in connection with the transaction.

PROMISSORY NOTE: BORROWER promises to pay to LENDER in United States currency, the Total of Payments shown above at LENDER's address when due, until the Amount Financed together with accrued and unpaid finance charge has been fully repaid, together with any costs incurred by LENDER in foreclosing upon its lien. Time is of the essence of this Agreement, as is payment of the monetary sums set forth in this document. All monetary sums due hereunder shall be paid without prior demand, notice or claim of set off. 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.

LOAN AGREEMENT: In Consideration of the advance by LENDER to BORROWER of the Amount Financed state above, and of the mutual promises and covenants contained herein, the parties have entered into this Loan Agreement on the date stated. To secure repayment of the Amount Financed and any and all accrued and/or unpaid finance charge, BORROWER has granted to LENDER a security interest in the motor vehicle described above. Provided BORROWER does not default in the payment of any monetary sums due under this Agreement or fail fully to perform any obligation hereunder, BORROWER may retain physical possession, ownership and use of the motor vehicle. In the event of default by BORROWER as to any obligation under this Agreement, LENDER shall have the absolute right in addition to any and all other remedies provided by law, to foreclose upon its lien, including the repossession of the motor vehicle wherever same may be located and retention and liquidation of the motor vehicle fully to cure and repay the Amount Financed stated above and all accrued and unpaid finance charges as provided in this Agreement, together with all costs or charges incurred by LENDER in foreclosing upon its lien, including the repossession, sale, and liquidation costs of the motor vehicle and reasonable attorney's fees incurred in enforcing its rights hereunder.

BORROWER, expressly grants to LENDER an irrevocable power of attorney to execute any and all documents necessary to conclude the liquidation of its collateral in order to obtain payment of debtor's obligations hereunder. BORROWER shall pay in cash to LENDER the amount set forth in the payment schedule above as provided in the Promissory Note. Any notice that LENDER is required to provide under this Agreement or applicable law will be deemed reasonable if sent to BORROWER at the address set forth above at least five (5) days before the event with respect to which notice is required. The finance charge 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 and owing to LENDER. All payments shall be applied first to accumulated interest, then to any costs due LENDER, and finally to the unpaid principal amount. Unless BORROWER has repaid this obligation in full or surrendered the vehicle, has received notice of LENDER's intention not to renew this Agreement, or has defaulted on his obligation hereunder, the Agreement shall automatically be extended from month to month until so terminated.

BORROWER understands that unless Borrower has repaid this obligation in full, surrendered the vehicle, or lender has sent written notice to borrower of its intention not to renew this agreement, the agreement shall automatically be extended for additional 30-day periods until so terminated, provided that with the sixth extension or continuation and for each subsequent extension or continuation, the borrower must reduce the principal amount by at least 10% of the original principal amount of the loan, pursuant to 31-1-816, MCA.

BORROWER shall bear the entire risk of loss or damage to the motor vehicle while it is in his possession and does agree to indemnify and hold LENDER harmless from any and all claims for property damages or personal injuries arising from the operation of the motor vehicle, including, but not limited to all lawsuits, judgments, attorney's fees, court costs, and any expenses that may be incurred.

BORROWER represents and warrants that the motor vehicle is not stolen, has no liens or encumbrances against it and that BORROWER has the right to enter into this transaction. BORROWER further represents and warrants that he will not attempt to transfer any interest in the motor vehicle until such time that this obligation is paid in full. Should these or any other representations by BORROWER to LENDER prove false or fraudulent, the maturity date of the obligation will be automatically accelerated and LENDER will have the immediate right to take possession of the motor vehicle as provided herein.

The unenforceability or invalidity of any portion of this Agreement shall not render unenforceable or invalid the remaining portions of same. This Agreement shall be construed, applied, and interpreted as provided by the laws of the State of Montana.

This Promissory Note, Loan Agreement, and Security Agreement constitutes the entire agreement between the parties. No other agreements, representations, warranties or statements other than those specifically stated herein shall be binding on the parties unless reduced to writing and signed by both.

BORROWER, by execution of the Agreement, hereby verifies that he is at least 18 years of age, has read this contract, and has received a fully executed copy. BORROWER understands that credit insurance is not offered in connection with this loan.

SECURITY AGREEMENT: BORROWER, to secure performance of his obligations under the Promissory Note and Loan Agreement set forth above, grants LENDER a security interest pursuant to the Uniform Commercial Code of the state in which this Security Agreement has been executed, or other applicable law, and a lien upon the vehicle set forth above, and all accessions thereto, and all proceeds thereof which together act as security for the full repayment of sums advanced by LENDER. BORROWER further grants to LENDER a security interest in all proceeds of insurance or refunds of unearned premiums, or both respecting any and all policies of insurance assuring against the loss and/or total destruction of the collateral. At all times that an indebtedness remains due and owing hereunder, the collateral shall not be moved from the state of BORROWER's residence. By this Security Agreement, BORROWER expressly grants to LENDER in the event of default of any of BORROWER's obligations hereunder an irrevocable right physically to repossess the collateral, proceed as provided by law to foreclose LENDER's lien and recover the balance due hereunder, including sale and liquidation of the motor vehicle. Upon liquidation, BORROWER shall receive all excess proceeds of liquidation after deduction for full payment to LENDER of the Amount Financed, all accrued and unpaid finance charges due LENDER pursuant to the Loan Agreement and Promissory Note and Lender's foreclosure costs, including reasonable attorney's fees, expenses of repossession and sale.

BORROWER further grants to LENDER a power of attorney to allow LENDER full authority to perfect its lien upon the title to the motor vehicle with the appropriate authorities in this state. BORROWER further warrants and promises that until such time as the loan has been fully repaid, BORROWER will not attempt to seek to obtain a duplicate title to the motor vehicle nor transfer any interest thereto. BORROWER will at all times the loan is outstanding or until foreclosure upon LENDER's lien has occurred, remain the legal owner of the vehicle as provided by the laws of this state.

DO NOT SIGN THIS AGREEMENT BEFORE YOU HAVE READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU WILL RECEIVE A COMPLETED COPY OF THE AGREEMENT.

You cannot be prosecuted in criminal court for collection of this loan.