

LOAN REPAYMENT AGREEMENT

Lender: (Called "We," and "Us," "Our")	Borrowers: (Called "You," "Your")
Date of Loan:	Loan Number:

In this agreement, "you" and "your" mean the Borrower(s) who signs this agreement. "We," "us" and "our" refer to the Lender. This agreement covers the terms and conditions of your loan. It is important to us that you clearly understand the features of your loan. Please read this agreement carefully, and ask us any questions you may have.

Motor Vehicle

Make		Model		Year	
VIN		License		Color	

Truth-in-Lending Disclosure

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
	"e"		("e")

Your payment schedule will be:

Number of Payments	Amount of Payments ("e")	When Payments are due

"e" means an estimate

Security: This agreement is secured by the Motor Vehicle identified above.

Filing Fee:

Late Charge If your schedule installment is not paid in full within 10 day(s) after it is due, you will be charged a late charge equal to the GREATER of 5.00% of the monthly installment or \$15.

Prepayment If you pay off early, you will not have to pay a penalty.

See your agreement for any additional information about nonpayment and default.

ITEMIZATION OF AMOUNT FINANCED

1. Amount paid on your prior account
2. Cash or Check to Borrower
3. Lien filing fee paid to public officials
4. Debt Cancellation Waiver Fee
5. Prepaid Finance Charge (5a plus 5b)
 - a. Loan origination fee
 - b. Credit investigation fee
6. Principal Amount (1 plus 2 plus 3 plus 4 plus 5)
7. Amount Financed (6 minus 5)

Promissory Note

Payment	You promise to pay us (the Principal Amount) plus interest at the rate of per annum on the unpaid Principal Amount from time to time for the time outstanding until paid in full You will make your installment payment(s) at the address shown on page one or at the address shown on your monthly billing statement or at a different place that we may give you. If more than one Borrower is named on page one, we may enforce this agreement against all Borrowers, or any single Borrower, but not in a combined amount greater than the amount owed. You also agree to pay us: (a) other charges as provided in this agreement; and (b) costs and disbursements in connection with any suit to collect on a loan or any lawful activity to realize on a security interest after default including reasonable attorney fees incurred by us as a result of the suit or activity and to which we are entitled by law.
Date on which Interest Begins	Interest begins on the date of disbursement.
Prepayment	If you pay off early, you will not have to pay a penalty.
Late Charge	If your scheduled installment is not paid in full within 10 day(s) after it is due, you will be charged a late charge equal to the GREATER of 5.00% of the monthly installment or \$15.
Loan Origination Fee	You agree to pay a loan origination fee of . A loan origination fee of \$15 is permitted on loans with a principal amount of \$500 or less, \$30 on loans with a principal amount of more than \$500 but less than \$1,000, \$100 on loans of at least \$1,000 but less than \$5,000, and the greater of \$250 or 1% of the principal amount on loans of \$5,000 or more.
Credit Investigation Fee	You agree to pay a credit investigation fee of .
Security Interest	To secure payment and performance of your obligations under this agreement, you grant to us a security interest in the Motor Vehicle identified on page 1 of this agreement and any accessories, attachments, accessions, replacements and additions to the Motor Vehicle, whether added now or later. You agree to forward to us all insurance proceeds and refunds of insurance premiums, if any, and all sums that may be due from third parties who may cause damage to the Motor Vehicle or from any insurer. Until all amounts due under this agreement are paid in full, you agree (a) not to move the Motor Vehicle from the address shown on page 1 of this agreement to a new permanent place of garaging without notifying us in advance; (b) not to transfer any interest in the Motor Vehicle; (c) not to obtain a duplicate title to the Motor Vehicle, and (d) to maintain, at your expense, comprehensive and collision insurance on the Motor Vehicle. We have the right to repossess and dispose of the Motor Vehicle in accordance with applicable law if you do not promptly pay and perform your obligations under this agreement.
Title Loan Protection Debt Cancellation Waiver	If you voluntarily elect to purchase the Title Loan Protection Debt Cancellation Waiver (Debt Cancellation), you agree to pay the Debt Cancellation fee in the itemization on page 1 of this agreement. The Debt Cancellation extends for the entire term of this agreement (unless the term exceeds 36 months). <u>Debt Cancellation is optional and is not required to obtain this loan. Debt Cancellation is not insurance. Refer to the Total Loss Protection Loan Debt Cancellation Waiver, which is incorporated by reference, for details including the right to cancel within 30 days of this agreement.</u>
Default	If you do not pay on time, all your payments may become due at once and, without notifying you before bringing suit, we may sue you for the entire amount you owe. You agree that, should we obtain judgment against you, a portion of your disposable earnings may be attached or garnished (paid to us by your employer), as provided by Federal law. You agree to pay interest on any judgment at per annum.
Remedies	You waive notice of default, presentment and any other notices. Upon default, we shall have the right, without prejudice, at our option to exercise any other right and/or exercise any other remedies at law or in equity. If you fail to timely pay under this agreement, you may lose the Motor Vehicle.
Check Collection Charge	You agree to pay plus any amount passed on from other financial institutions for each check, negotiable order of withdrawal, share draft or other negotiable instrument returned or dishonored for any reason.

About our Relationship

Exchange of Information

You understand and agree that we will call you from time to time to discuss your financial needs and any loan products that may be of interest to you as may be permitted by applicable law. For more information regarding our privacy practices, please refer to our Privacy Statement, which is included with your loan documents. You agree that the Department of Motor Vehicles (or your state's equivalent of such department) may release your residence address to us, should it become necessary to locate you.

Credit Bureau Reporting

If you fail to fulfill the terms of your loan, a negative report reflecting on your credit record may be submitted to a Credit Reporting agency. We may report information concerning your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Telephone Monitoring

You agree that we may listen to and/or record telephone calls between you and our representatives for quality assurance purposes.

Applicable Law

This loan is governed by the Ohio Mortgage Loan Act, Sections 1321.51 to 1321.60 and Section 1321.99, Ohio Revised Code.

**Severability/Waiver/
Amendment**

If any provision of this agreement is finally determined to be void or unenforceable under any law, rule, or regulation, all other provision of this agreement will remain valid and enforceable. Our failure to enforce any provision(s) to this agreement shall not be deemed to constitute a waiver of such term(s). In order for any amendment to this agreement to be valid, it must be agreed to by you and us.

**Alternative Dispute
Resolution**

The terms of the Arbitration Rider signed by you as part of your loan transaction are incorporated herein by this reference.

Do not sign this loan agreement before you read it. You acknowledge that before signing this agreement, you have read and received this agreement which includes as applicable, any other riders and/or disclosures incorporated herein by reference. By signing below, you agree to observe the terms and conditions of this agreement.

Borrower: _____

Date _____

Co-Borrower: _____

Date _____

Witness: _____

Date _____

TITLE LOAN PROTECTION PLAN
DEBT CANCELLATION WAIVER

Waiver # 54321

CUSTOMER (BORROWER) INFORMATION:

Client Name _____

Street Address _____

City _____ State _____ Zip Code _____ Home Phone # _____

VEHICLE INFORMATION:

Manufacturer _____ Model _____ Year _____ Mileage _____

Vehicle ID Number _____

LOAN COMPANY INFORMATION:

Name _____ Loan Acct. # _____

Street Address _____ City _____ State _____ Zip _____

LOAN & TOTAL LOSS PROTECTION INFORMATION:

Loan period: **Payments**

Loan amount: _____

Loan Acct # _____

Loan effective date: _____

Charge to Customer for Waiver _____

If the loan information above is not fully completed the Title Loan 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 "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 that 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, that I may obtain a debt cancellation protection from an alternate source if I wish, and that 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 a cancellation in writing 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 Vehicle as listed on the front of the Waiver.

Vehicle means any vehicle that appears in the standard NADA Used Car Guide and on the front of the Waiver.

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 the 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 of the Vehicle 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 canceled within thirty (30) days of the effective date, and a credit for the fee applied to the principal of the loan. After thirty (30) days any refund 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 in the case of fraud.

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.

WAIVER REQUIREMENTS:

In the event of a Total Loss, 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 NADA 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 contract.

3. Copy of this Waiver.

4. Copy of the police report (theft losses only).

STATE PROVISIONS:

The cancellation 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 on this waiver; 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 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.

