

**LOAN AGREEMENT, PROMISSORY NOTE AND SECURITY AGREEMENT**

**LENDER:**

Alpha Omega Consulting Group  
 716 Vauxhall Drive  
 Nashville, TN 37221  
 866-802-5742

CONTRACT DATE 10/7/2008  
 LOAN NUMBER: TL205

**BORROWER:**

TIFFANY JONES  
 155 WINDWARD WAY  
 TESTCITY, TN 37221

**VEHICLE:**

VIN:  
 MAKE:  
 MODEL YEAR:

**A. Disclosure Made in Compliance with Federal Truth in Lending Act.**

| <b>ANNUAL PERCENTAGE RATE</b><br><small>The cost of your credit as a yearly rate:</small> | <b>FINANCE CHARGE</b><br><small>The dollar amount the credit will cost you.</small> | <b>Amount Financed</b><br><small>The amount of credit provided to you or on your behalf</small> | <b>Total Payments</b><br><small>The amount you will have paid after you have made all payments as scheduled.</small> |
|-------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|
| <b>A.1 40.56%</b>                                                                         | <b>A.2 \$108.25</b>                                                                 | <b>A.3 \$1,082.48</b>                                                                           | <b>A.4 \$1,190.73</b>                                                                                                |
| A.7 <u>1</u> Payment(s) of <u>\$1,190.73</u> will be due beginning on <u>1/5/2009</u>     |                                                                                     |                                                                                                 |                                                                                                                      |
| Itemization of Amount Financed of \$ <u>\$1,082.48</u>                                    |                                                                                     |                                                                                                 |                                                                                                                      |
| <u>\$1,082.48</u>                                                                         | <u>Amount given to you directly</u>                                                 |                                                                                                 |                                                                                                                      |
| <u>\$0.00</u>                                                                             | <u>Amount paid on your prior account</u>                                            |                                                                                                 |                                                                                                                      |
| <u>\$0.00</u>                                                                             | <u>Title Lien Fee</u>                                                               |                                                                                                 |                                                                                                                      |

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

This Loan Agreement, Promissory Note, and Security Agreement is entered into by and between Lender/Secured Party and Borrower/Debtor as of the above date, subject to the terms and conditions set forth and any and all representations Borrower has made to Lender in connection with this transaction.

**B. LOAN AGREEMENT.** You have requested a loan (the "LOAN") in the Amount Financed stated above (the "Principal"). At your specific request, we, as LENDER, do hereby advance to you the Principal amount. To secure repayment of the Principal amount and any and all accrued and/or unpaid Finance Charges (the "Interest") as set forth above, you have granted to LENDER a security Interest in your motor vehicle described above. Provided you do not default in the payment of any monetary sums due under this Agreement or fail to fully perform pursuant to this Agreement, you may retain physical possession, ownership and use of the motor vehicle. However, should you default in any payment required hereunder, LENDER shall have the absolute right in addition to any and all other remedies provided by law, to foreclose upon the lien which may include the taking & physical possession of the motor vehicle regardless of where same may be located and thereafter liquidate the motor vehicle to fully cure and repay the (1) Principal amount advanced hereby, and all accrued, and unpaid interest pursuant to this Agreement, together with (2) all costs or charges incurred by LENDER in foreclosing upon the lien, including the repossession, sale and/or liquidation of the motor vehicle including all costs and attorney's fees to the extent provided by law incurred by LENDER. By execution hereof, you as BORROWER, in the event of nonpayment or other default, expressly grant LENDER an irrevocable power to act as your attorney-in-fact to execute any and all documents necessary to effectuate the liquidation of lender's lien, including the repossession, sale and/or amount set forth by the installment schedule above when due pursuant to the Promissory Note. Any notice that we as LENDER are required to provide you pursuant to the Agreement and/or the Uniform Commercial Code of the State of South Carolina will be deemed reasonable if sent to you at the address set forth by you above at least ten (10) days before the event with respect to which notice is required. In the event the loan is repaid prior to maturity, the borrower shall pay interest at the rate set forth in Section A.1 for the number of days the loan is outstanding.

**C. PROMISSORY NOTE.** We, the undersigned, jointly and severally, promise to pay to LENDER in United States currency, the Total Payments shown in Section A.4 above according to the payment schedule shown in Section A.7 above at LENDER's address set forth above when due until the Principal together with accrued and unpaid Interest has been fully repaid together with any costs Incurred by LENDER as set forth. Time is of the essence in your performance and payment of the monetary sums set forth by this Promissory Note. 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 Interest and costs are fully repaid.

**D. SECURITY AGREEMENT.** You as BORROWER/DEBTOR, to secure repayment of the monetary sums evidenced by the Promissory

Note above, and this Loan Agreement, do grant to us as LENDER/SECURED PARTY, pursuant to the laws of the State of South Carolina, a Security Interest in and a lien upon the vehicle set forth above, and all accessions thereto, and all proceeds thereof which act as Security for the full repayment of sums advanced by Secured Party pursuant to the Loan Agreement and Promissory Note. You have further granted LENDER, as security under the South Carolina Code of Laws, an assignment and 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 an/or total destruction of the collateral to assure your repayment of the monetary sums advanced to you by LENDER. At all times that monetary sums remain due and unpaid, the security shall not be removed from the State of South Carolina. By this Security Agreement, you hereby expressly grant to LENDER, as Secured Party, in the event of Default, pursuant to the Promissory Note or any of the terms and conditions of the Loan Agreement, an irrevocable right of Secured Party to physically repossess the Security to allow foreclosure upon Secured Party's lien. In the event of such repossession, you hereby expressly grant to Secured Party the absolute right to liquidate the Security and UPON LIQUIDATION, YOU MAY OR MAY NOT RECEIVE ALL EXCESS PROCEEDS OF LIQUIDATION AFTER DEDUCTION FOR FULL PAYMENT TO LENDER OF THE PRINCIPAL AMOUNT OF THE LOAN, ACCURED AND UNPAID INTEREST DUE LENDER PURSUANT TO THE PROMISSORY NOTE AND FORECLOSURE COSTS OF PUBLIC SALE INCLUDING ALL COSTS AND ATTORNEY'S FEES TO THE EXTENT PROVIDED BY LAW INCURRED BY LENDER. You further grant to LENDER your Power-of-Attorney-in-Fact to allow LENDER full authority to perfect its lien upon title to the Security with the State of South Carolina Department of Revenue, Division of Motor Vehicles. You expressly warrant and promise that until such time as the LOAN has been fully repaid you will not attempt to or seek to obtain a duplicate title to the Security which you continue to own. YOU, AS DEBTOR, WILL AT ALL TIMES THE LOAN IS OUTSTANDING AND UNTIL A FORECLOSURE UPON SECURED PARTY'S LIEN, BE THE LEGAL OWNER OF THE VEHICLE PURSUANT TO THE LAWS OF THE STATE OF SOUTH CAROLINA.

\_\_\_\_\_ "RIGHT OF RESCISSION" AS THE BORROWER YOU ARE ENTITLED TO PAY BACK THE PRINCIPLE AMOUNT BORROWED WITHOUT INTEREST OR OTHER COST AT ANY TIME UNTIL THE CLOSE OF BUSINESS ON THE BUSINESS DAY FOLLOWING THE DATE THE ORIGINAL LOAN WAS EXECUTED.

\_\_\_\_\_ THIS IS A HIGHER INTEREST LOAN. YOU SHOULD GO TO ANOTHER SOURCE IF YOU HAVE THE ABILITY TO BORROW AT A LOWER RATE OF INTEREST. YOU ARE PLACING YOUR VEHICLE AT RISK IF YOU DEFAULT ON THIS LOAN.

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**Borrower**

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**Lender By: Its Authorized Representative**