

By execution hereof, you as BORROWER, in the event of nonpayment or other default, expressly grant to 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 liquidation of the motor vehicle by LENDER in satisfaction of its lien in accord with this Agreement. BORROWER shall pay in United States currency to LENDER the amount set forth by the installment schedule above when due pursuant to the Promissory Note. Any notice which LENDER is required to provide you pursuant to this 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, BORROWER shall pay interest at the rate set forth in Section 1(a) for the number of days the loan is outstanding.

3. **PROMISSORY NOTE.** We, the undersigned, jointly and severally, promise to pay LENDER in United States currency, the Total Payments shown in Section 1(d) above according to the payment schedule shown in Section 1(e) above at LENDER'S address set forth above when due until the Principal balance together with accrued and unpaid Interest has been fully repaid together with any costs incurred by LENDER as set forth. Interest is calculated according to the simple interest method. 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, LENDER may declare the unpaid Principal balance due and payable, and Interest shall continue to accrue at the rate set forth in Section 1(a) until the Principal balance together with all accrued and unpaid Interest and costs are full repaid.

4. **SECURITY AGREEMENT.** BORROWER/DEBTOR, to secure the repayment of the monetary sums evidenced by the Promissory Note above, and this Loan Agreement, do grant to LENDER, pursuant to the laws of the State of South Carolina, a Security Interest in and a lien upon the vehicle set forth above (the "Collateral"), and all accessions thereto, and all proceeds thereof which act as Collateral for the full repayment of sums advanced by LENDER pursuant to the Loan Agreement and Promissory Note. You have further granted to 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 and/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 Collateral 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 LENDER to physically repossess the Collateral to allow foreclosure upon LENDER'S lien. In the event of such repossession, you hereby expressly grant to LENDER the absolute right to liquidate the Collateral and

UPON LIQUIDATION, YOU MAY RECEIVE ALL EXCESS PROCEEDS OF LIQUIDATION AFTER DEDUCTION FOR FULL PAYMENT TO LENDER OF THE PRINCIPAL AMOUNT OF THE LOAN, ACCRUED 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 appoint LENDER your Attorney-in-Fact to allow LENDER full authority to perfect its lien upon the title to the Collateral with the South Carolina Department 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 Collateral which you continue to own. DEBTOR WILL AT ALL TIMES THE LOAN IS OUTSTANDING AND UNTIL A FORECLOSURE UPON LENDER'S LIEN, BE THE LEGAL OWNER OF THE VEHICLE PURSUANT TO THE LAWS OF THE STATE OF SOUTH CAROLINA, which control exclusively the terms of this Agreement. LENDER, however, will retain the Certificate of Title to the Collateral.

CUSTOMER PRIVACY NOTICE

We collect non-public personal information about you as a consumer, customer or former customer from the following source

- Ø Information we receive from you on applications, loan documents, sales documents, or other forms;
- Ø Information about your transactions with us, our affiliates, or others;
- Ø Information we receive from a consumer reporting agency.

We do not disclose any non-public personal information about our customers or former customers to anyone, except to our affiliates and as permitted by law. We restrict access to non-public personal information about you to those employees who need to know that information to provide products or services to you. We maintain safeguards which restrict access to your non-public personal information.

ARBITRATION DISCLOSURE

At the election of either party, any claims whatsoever which either party has against the other shall be subject to arbitration and shall be referred to a single arbiter agreed upon by the parties, or if no single arbiter can be agreed upon, an arbiter shall be selected in accordance with the rules of the American Arbitration Association and such claim shall be settled by arbitration in accordance with the then prevailing commercial rules of the American Arbitration Association, and judgment upon the award rendered by the arbiter may be entered in any court having jurisdiction thereof. This arbitration agreement shall cover all claims whatsoever pertaining in any way to any dealing, transaction, or activities between the parties, including the arbitrability of any claim, regardless of whether they are based upon contract, tort, or otherwise and regardless of whether they are assertable at law, in equity or otherwise and shall be decided by the arbiter, except for any claim and delivery action brought by LENDER to recover the motor vehicle.

DO NOT SIGN THIS AGREEMENT BEFORE YOU HAVE READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU ACKNOWLEDGE RECEIVING A COMPLETED COPY OF THIS DOCUMENT, WHICH IS LEGALLY BINDING.

LENDER: Company Name

Borrower/Debtor

Borrower/Debtor

BY: _____