

# INSTALLMENT LOAN AND SECURITY AGREEMENT

Date of Loan: 11/14/2005		VIN#: 32132132132112		Loan Number: TL15R	
Name of Lender	Alpha Omega Consulting Group, In	Year: 1992	Model	Name of Borrower	RON W JONES
Street Address	716 Vauxhall Drive	Color: blue	century	Street Address	1015 EAST BOBBY COURT
City, State, Zip	Nashville, TN 37221	Make: buick	Type: 2d	City, State	MILLERSVILLE, 37072-
Telephone Numbe	(615) 662-9537	Lic. Pl. #:		Date of Birth	4/24/1958 SSN: 545-45-4544

## DISCLOSURES REQUIRED BY FEDERAL TRUTH-IN-LENDING

<b>ANNUAL PERCENTAGE RATE</b>	<b>FINANCE CHARGE</b>	<b>Amount Financed</b>	<b>Total Of Payments</b>
<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>
<b>240.00%</b>	<b>\$200.00</b>	<b>\$1,000.00</b>	<b>\$1,200.00</b>
	Number of Payments	Amount of Payment	When Payment(s) are Due
Your payment schedule will be:	1	\$1,200.00	Monthly beginning 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.**

This Promissory Note, Loan Agreement and Security Agreement is entered into by and between the LENDER and Borrower on the date set forth above.

\_\_\_ PROMISSORY NOTE. BORROWER promises to pay 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 stated above, and of the actual promises and covenants 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 other 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 5 days before the event with respect to which notice is required. The finance charge shall accrue at a daily rate of no more than one thirtieth (1/30th) of the finance charge for each day that the Amount Financed and any accrued and unpaid finance charge or costs remains due and owing.

\_\_\_ 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. 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 to invalidate the remaining portions of the same.

\_\_\_ This Agreement shall be construed, applied, and interpreted as provided by the laws of the State of Virginia.

\_\_\_ 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 this 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.

\_\_\_ ARBITRATION PROVISION. Any and all disputes or disagreements between the parties arising out of this agreement or any prior agreement between them (save and except the LENDER'S rights to enforce the BORROWER(S) Payment obligations, in the event of default by judicial or other process) shall be decided by arbitration and in accordance with the procedural rules of the American Arbitration Association as presently published and existing. The parties agree to be bound by the decision of the arbitrator(s). The arbitration proceeding shall be a condition precedent to any other court proceeding and shall take place in the County and State from which this loan originates. Notwithstanding the applicability of any other law, to any other provision of this Agreement, the Federal Arbitration Act, 9 U.S.C. Section 1ff shall control the construction, interpretation, and application of this paragraph. Any issue as to whether this Agreement is subject to arbitration shall be determined by the arbitrator.

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

\_\_\_\_\_  
BORROWER

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co/BORROWER

\_\_\_\_\_  
Date

\_\_\_\_\_  
LENDER By it's Authorized Representative

\_\_\_\_\_  
Date