

INSTALLMENT LOAN AND SECURITY AGREEMENT

Lender:

	Date: Contract #: Maturity Date:
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Borrower:

Name: DOB: Address: Lic#: SS#: Phone:	Description of Pledged titled Motor Vehicle: Make: Model: Year: Serial #:
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ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.
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Your payment schedule will be:	Number of payments:	Amount of Payments:	When Payments Are Due:

Security: Lender will have a security Interest in Your Motor Vehicle listed above.

Prepayment: If you pay off this loan early you will not have to pay a prepayment penalty.

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.

Itemization of Amount Financed of	Amount given to you directly Amount paid on your account Paid to Public Officials Amount paid to others on your behalf Prepaid finance charge Amount Financed
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PROMISSORY NOTE

I/We the undersigned BORROWER promise, jointly and severally, to pay to LENDER, (or subsequent holder of this note) the sum of plus interest thereon at the rate of per annum, until paid in full payable in one payment of due on at LENDER'S office, at the above address (or such other place as to which written notice may be given). I understand that calculations in this contract are computed using the simple interest method. I/We also agree to pay a \$15.00 fee for any instrument returned by any financial institution on which it is drawn. I/We also agree to pay reasonable attorney fees in the event the note is referred to an attorney for collection. I/We may prepay this note in whole, or part, at any time. I/We agree that this note will be in default for any failure to make any required payment when due, and that subject to any notices required by law, the entire balance will become immediately due and payable, and that you may exercise your rights under the law to enforce payment of this note, including repossession of the collateral securing this loan. I/We will also be in default if your prospect of payment, performance, or ability to realize upon the collateral securing this loan is significantly impaired.

SECURITY AGREEMENT

To secure the BORROWER'S obligations under this Agreement and any extensions or renewals hereof, BORROWER hereby grants to LENDER a security interest in the Motor Vehicle described herein, all accessions and accessories thereto, and all proceeds thereof, including but not limited to all insurance proceeds or refunds of insurance premiums related hereto.

ADMINISTRATIVE PROVISIONS

This Agreement shall be construed, applied and governed by the internal laws of the state in which it is executed. The unenforceability or invalidity of any portion of this Agreement shall not render unenforceable or invalid the remaining portions hereof. This Agreement constitutes the entire agreement between the parties, and no other agreements representations, promises, or warranties other than those stated herein shall be binding unless reduced to writing and signed by all parties. Borrower agrees to notify Lender immediately in writing of any change in Borrower's residence address or telephone number.

PRIVACY NOTICE

"We will not disclose any nonpublic information to anyone, except as permitted by law."

Witness

Borrower

Date

Borrower

Date:

As an inducement to to make a loan on

(Year), (Make)

(VIN)

I certify that there are no liens on this vehicle and that no one else has any interest in this vehicle. I surrender the title and the keys to this vehicle as security for my loan.

Customer

Notary

This Notice Must Be Provided Prior To Accepting A Title Loan Application

NOTICE TO BORROWER

- 1) Your automobile title will be pledged as security for the loan. If the loan is not repaid in full, including finance charges, you may lose your automobile.**
- 2) This lender offer short term loans. Please read and understand the terms of the loan agreement before signing.**

I have read the above “NOTICE TO BORROWER” and I understand that if I do not repay this loan, I may lose my automobile.

Borrower **Date**

Borrower **Date**

AFFIDAVIT OF FACT

This affidavit is to verify that the two names in question

_____ AND _____
NAME ON DRIVERS LICENSE NAME ON TITLE

are one in the same.

SIGNATURE

DATE

State of Delaware

_____ County

Be it remembered that on this _____ day of _____,
A.D. 20____, the Subscriber personally came before me.

Notary Public

Reminder to Borrower Statement

I, The undersigned borrower(s) have read this document and understand that this loan is offered at very high interest rate. asks all borrowers to seek alternative sources of financing if at all possible.

This loan is designed as a short-term cash flow solution and not designed as a solution for longer term financial problems.

Additional fees may accrue if the loan is rolled over.

Credit counseling services are available if you are experiencing financial problems.

Sources for that help include several non-profit companies (you may find them listed under Credit & Debt Counseling in the yellow pages).

Borrower(s)

Date

Borrower(s)

Date

PRIVACY NOTICE

In accordance with federal regulations, we are giving you this Privacy Notice to tell you how we may use non-public personal information (“Private Information”) about you or your account. The kinds of Private Information we collect about you or your account are described below. This Privacy Notice applies whether you are our current or former customer. This Privacy Notice is provided to you as required by federal law and regulations applicable to our business. This Privacy Notice does not amend or alter our obligations under any applicable state or local laws, regulations or ordinances.

Collection and Use of Private Information

We may collect the following kinds of Private Information about you from the following sources:

- *Information you provide on applications, forms, or other correspondence*, such as your name, address, phone number, e-mail addresses, social security number, income, names of family members, assets, account balances, investments, and current or prior tax information and employment and other information.
- *Information about your transactions with us or others*, such as your account balance and payment history.
- *Information we receive from consumer reporting agencies, credit references, employers, insurance companies and insurance agencies*, such as your credit history and credit worthiness, and information that we obtain to verify employment history or that insurance coverage is in force.

Disclosure of Private Information

We may disclose Private Information (describes above) under the following circumstances:

- *To Marketing Service Providers and Joint Marketing Partners*. We may disclose all Private Information to companies that perform services for us or act on our behalf, such as for marketing services, or to other financial institutions with which we have joint marketing agreements, such as to offer a joint product to you.
- *With Non-Affiliated Third Parties*. We may disclose all Private Information about you with non-affiliated third parties as permitted by law.

Protection of Information

We maintain physical, electronic, and procedural safeguards to protect your personal information. The Company limits access to your personal information to those employees who need to know the information in order to provide you with appropriate service.

By signing below, you acknowledge receipt of this Privacy Notice.

Borrower

Company Representative

Co-Borrower

Date

ARBITRATION

Arbitration Agreement Provision including Waiver of Jury Trial and exclusion from Class Action Participation. Arbitration is a method of deciding disputes outside the court system. This arbitration provision governs when and how any claims or disputes you and we may have will be arbitrated, instead of litigated in court. THIS ARBITRATION PROVISION MAY SUBSTANTIALLY LIMIT OR AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY, KEEP THIS PROVISION OR A COPY FOR YOUR RECORDS.

Choice of Arbitration. With the exception stated in the next paragraph, either you or we (meaning the Lender, as hereinafter defined) may choose to require any claim by you against us or by us against you to be arbitrated by giving written notice to the other party that the choice has been made to arbitrate and by filing a written demand for arbitration with the Arbitration Administrator (as hereinafter defined). This choice to arbitrate may be made even if a lawsuit has been filed, except as stated in the next paragraph. The phrase "any claim" includes any dispute, claim or controversy between you and us that arises as a result of, or has anything at all to do with: 1) your Motor Vehicle Equity Line of Credit Account; (2) this Agreement; (3) your relationship with us, including you attempts to collect your obligation or to repossess the Collateral securing the Account; (4) relating to any products, including club memberships, or any services offered to you by us; (5) disputes about whether this Arbitration Agreement is valid or binding or about whether or when it applies; (6) claims under or disputes relating to constitutional provisions, statutes, ordinances, regulations, court decisions, or compliance with this Agreement; (7) disputes relating to wrongful acts of every type, whether intentional, fraudulent, reckless or just negligent; and (8) any claim or request for injunctive or declaratory relief.

The right to choose arbitration does not apply in these two situations:

To any claim of \$2,500 or less which is within the jurisdictional limits of a small claims or equivalent court so long as there is a right to appeal a decision of the small claims court to a higher court;

Any claim by us to enforce our security interest and to obtain possession of the Collateral by a court proceeding or by using self-help provided that such court proceeding seeks only possession of the Collateral and not a personal monetary judgment against you; if, however, we file a court proceeding to repossess the Collateral and you begin an arbitration or sue in small claims court on a claim, we will move the court to stay our court proceeding to enforce our security interest and to repossess the Collateral until the arbitration or small claims court decision, including any appeal or right to appeal from it, is final.

Arbitration Administrator. This term means the organization which will administer an arbitration, which shall be the America Arbitration Association, the National Arbitration Forum or another generally recognized arbitration association in the state where the arbitration will take place. You can choose the Arbitration Administrator if you give us written notice that you have chosen to arbitrate any claim or which in 20 days after we give you notice that we are electing to arbitrate any claim. If you do not select the Administrator on time, we will select one.

If you have a question about the Arbitration Administrators mentioned above, or would like to obtain a copy of their arbitration rules or fee schedules, you can contact them as follows:

American Arbitration Association: 335 Madison Avenue, New York, NY 10017, Telephone 1 (800) 778-7879, E-mail: www.adr.org. National Arbitration Forum: P.O. Box 501291, Minneapolis, MN 55405, telephone: 1 (800) 474-2371, E mail: www.arb-forum.com.

Starting an Arbitration. You or we can give written notice to the other of an intention to begin arbitration of a claim or claims or to require arbitration of the other party's claim or claims. When written notice of a choice to arbitrate is given, an arbitration proceeding must be begun by filing a claim with the Arbitration Administrator. The form for filing such a claim can be obtained from the Arbitration Administrator or from us.

Arbitration Rules, Procedure and Applicable Law. An arbitration proceeding will be conducted under the rules of the chosen Arbitration Administrator that are in effect when the arbitration is begun, provided that there will be a single arbitrator who must be a lawyer with more than 10 years or experience or a retired judge. The arbitration hearing, if any, and any pre-hearing conference to be attended in person, rather than by telephone, will take place in the county in which the loan covered by this Agreement originated. The decision of the arbitrator will be final and binding on both you and us.

This arbitration agreement is made in a transaction which involves or affects interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 USC Section 1 et seq. The arbitrator shall apply applicable substantive law consistent with the FAA and enforce applicable statutes of limitations. This Arbitration Agreement shall survive any default as well as the repayment of all amounts borrowed from us, any legal proceeding by us to collect a debt owed by you, and any bankruptcy, to the extent consistent with applicable bankruptcy law. If any portion of this Arbitration Agreement is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Agreement.

Arbitration Expenses. You must pay your share of the arbitration fees/costs, as set by the Arbitration Administrator up to a maximum of \$125 for claims of less than \$10,000. We will pay the remaining balance of those items. If you cannot afford to pay the fees/costs which are likely to be charged by the Arbitration Administrator or the arbitrator, we will pay such fees if you provide us with a statement stating your income, assets and expenses and which shows that you cannot afford to pay the fees of the Arbitration Administrator or arbitrator and the normal living expenses of you and your family. Each party, however, must bear the expense of that party's attorneys, experts, and witnesses, regardless of which party prevails in the arbitration, unless applicable law or the rules of the Arbitration administrator gives a party the right to recover any of those fees and expenses from the other party.

Waiver of Right to Jury Trial and Other Rights in a Court Case. IF ARBITRATION IS CHOSEN BY EITHER OF US WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED FOR THE THE APPLICABLE ARBITRATION RULES OR BY THIS ARBITRATION PROVISION. OTHER RIGHTS THAT YOU MAY HAVE IF A CLAIM WAS FILED IN COURT MAY NOT BE AVAILABLE IN ARBITRATION, AND THE FEES CHARGED BY THE ARBITRATION ADMINISTRATOR AND ARBITRATOR MAY BE HIGHER THAN THE FEES CHARGED IN A COURT CASE.

Class Action Limitations. IF ARBITRATION IS CHOSEN BY EITHER OF US WITH RESPECT TO A CLAIM, YOU AGREE NOT TO PARTICIPATE IN A CLASS ACTION OR A CLASSWIDE ARBITRATION, EITHER AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY SUCH CLAIM, EVEN IF SUCH CLASS ACTION IS PENDING ON THE EFFECTIVE DATE OF THIS AGREEMENT, EXCEPT THAT THIS ARBITRATION PROVISION WILL NOT PRECLUDE YOUR PARTICIPATION IN A CLASS WHICH HAS ALREADY BEEN CERTIFIED ON THE EFFECTIVE DATE OF THIS AGREEMENT AND WHICH RELATES TO CLAIMS ARISING FROM A PRIOR AGREEMENT YOU HAD WITH US, AS LONG AS SUCH CERTIFICATION SURVIVES ANY AND ALL APPEALS.

UNLESS A CLASS IS CERTIFIED PRIOR TO THE EFFECTIVE DATE OF THIS ARBITRATION PROVISION AND THE CERTIFICATION SURVIVES ANY AND ALL APPEALS, YOU ACKNOWLEDGE THAT YOU WILL BE GIVING UP YOUR RIGHT TO PARTICIPATE AS A MEMBER OF ANY SUCH CLASS IF WE DECIDE TO ARBITRATE YOUR CLAIM. THIS MEANS THAT YOU WILL NOT BE ABLE TO OBTAIN FINANCIAL AND OTHER BENEFITS THAT MAY ULTIMATELY BE PAID TO OR CONFERRED UPON MEMBERS OF SUCH CLASS.

THERE SHALL BE NO AUTHORITY FOR CLAIMS TO BE ARBITRATED ON A "CLASS ACTION" BASIS. CLAIMS BROUGHT BY ANY BORROWER MAY NOT BE JOINED TO CLAIMS BROUGHT BY ANOTHER BORROWER.

Definition of Lender. The term "Lender" in the Arbitration Agreement means the company which has made the loan to you covered by this agreement, but also includes:

- Any parent or management company of the Lender;
- All companies owned or controlled by or under common ownership or control with the parent or management company of the Lender; and
- All employees or other individuals who manage or own any of these companies.

Witness

Borrower

Borrower

Date

Date

**POWER OF ATTORNEY
TO TRANSFER A MOTOR VEHICLE TITLE**

To the Delaware Division of Motor Vehicles and to Whom it may concern:

I, the undersigned of

address), City of

, State

of, appoint _____

_____ of _____, City of _____, County of _____,

State of Delaware, as my attorney in fact to sign all papers and documents that

may be necessary in order to transfer ownership on the following described vehicle.

_____ make of vehicle _____ model year

Vehicle Identification Number

I agree to indemnify and hold harmless the State of Delaware and all public officials from the Delaware Division of Motor Vehicles from any and all liability that may accrue from issuance of title for the so described vehicle.

Date

Signature of Owner

Signature of Co-Owner

State of Delaware

New Castle County

Be it remembered that on this _____ day of _____,

A.D. 20__ the Subscriber personally came before me.

Notary Public

Declaración de Recordatorio al Cliente

Yo/nosotros, el/los cliente(s) del préstamo he/hemos leído este documento y he/hemos entendido que este préstamo es ofrecido a una tasa de interés muy alta. pregunta a todos sus clientes buscar diferentes alternativas de financiamiento de ser posible.

Este es un préstamo diseñado como una solución de obtención de dinero a corto plazo y no como una solución para problemas financieros a largo plazo.

Recargos adicionales se generarán si el préstamo es extendido.

Servicios de ayuda para su crédito están disponibles si usted esta pasando por una situación de problemas financieros.

Fuentes de información que le ayudaran a encontrar compañías sin fines de lucro para la ayuda de su situación financiera pueden ser encontradas bajo Consejeros Crédito y Deudas en las paginas amarillas.

Cliente

Fecha

Cliente

Fecha