

Loan Agreement, Promissory Note and Security Agreement

Lender: Triple "J" Title Loans
 123 Anystreet
 Your City, Your State 84041

Borrower(s): Shirley R Martin
 1015 East Bobby Court
 Millersville, TN 37072-4523

Date of Loan 12/29/2007
 Contract Number TL15

Motor Vehicle:
 Year 2001
 Make BMW
 Model 735i
 Vin # 32165464654654

DISCLOSURES REQUIRED BY FEDERAL TRUTH IN LENDING

| ANNUAL PERCENTAGE RATE | FINANCE CHARGE | AMOUNT FINANCED | TOTAL OF PAYMENTS |
|---|---|---|--|
| <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> |
| 1825.00% | \$832.50 | \$555.00 | \$1,387.50 |

Your payment schedule will be:

Filing Fee: \$20.00

| Number of Payments | Amount of Payment(s) | When Payment(s) are Due |
|--------------------|----------------------|-------------------------|
| 1 | \$1,387.50 | 1/28/2008 |

Late Charge: Any payment not paid in full on or before the 10th day after its scheduled due date shall be subject to a late fee not to exceed the greater of 5% of the unpaid amount or \$7.50.

Security: You are giving a security interest in the motor vehicle described above.

Prepayment: If you pay off this loan early you will not have to pay a penalty and will not be entitled to a refund of any portion of the Finance Charge.

Please see the remainder of this document for additional information about nonpayment, default and any required repayment in full before the scheduled date.

Itemization of Amount Financed of \$555.00

| | |
|-----------------|---|
| <u>\$500.00</u> | Amount given to you directly |
| <u>\$0.00</u> | Amount paid on your account |
| <u>\$20.00</u> | Amount paid to Government Official for Lien Fee |
| <u>\$25.00</u> | Prepaid Finance Charge |

This Loan Agreement, Promissory Note and Security Agreement (Loan Agreement) is executed by and between BORROWER and LENDER on the date set forth above.

1. **Promise to Pay.** For value received, BORROWER hereby promises to pay LENDER, according to the Payment Schedule shown above and in immediately available United States currency, the principal amount of \$555.00 together with interest calculated at the rate of 25.00% per annum until the full amount of the principal, interest and a fee, including any late fees and LENDER'S costs of foreclosing upon its lien, has been repaid. All sums due hereunder shall be paid without prior demand, notice or claim of set off and shall be paid at the address where this Loan Agreement was executed. BORROWER, without penalty, has the right to pay the Loan Agreement in full or in part with no additional charge.
2. **Right to Rescind.** BORROWER may rescind this loan on or before the close of business on the third business day following the date this Loan Agreement was executed. To rescind the loan, BORROWER must deliver to LENDER, at the address where this Loan Agreement was executed, either (i) the original check which LENDER gave to BORROWER to fund this loan; or (ii) a sum of money, in cash or certified funds, equal to the amount of the loan proceeds disbursed to BORROWER.
3. **Interest Calculation; Payment Applications.** Interest under this Loan Agreement will be calculated on a simple interest basis and shall accrue at a daily rate of 1/365th of the annual rate of (25.00%) multiplied by the unpaid balance for each day that any amount remains due to LENDER. Interest shall continue to accrue after the scheduled maturity of this Loan Agreement on any balance that remains unpaid. All payments shall be applied first to any costs due LENDER and allowed by law, then accrued interest, and finally to the unpaid principal amount.
4. **Late Fee.** Any payment not paid in full on or before the 10th day after its scheduled due date shall be subject to a late fee not to exceed the greater of 5% of the unpaid amount of the payment or \$7.50.
5. **Security Interest in Collateral.** To secure BORROWER'S obligations under this Loan Agreement and any extensions or renewals' thereof, BORROWER hereby grants to LENDER a security interest in the motor vehicle described above (the "Motor Vehicle"), all accessories and accessions to the Motor Vehicle, and all proceeds related thereto, including all insurance proceeds or refunds of insurance premiums related to the Motor Vehicle (all such property referred to herein as "Collateral"). BORROWER agrees to reimburse LENDER upon its request for any costs incurred by LENDER in perfecting its lien or enforcing its rights against the collateral.

Initials _____

6. BORROWER'S Representations and Warranties. BORROWER represents and warrants that BORROWER has the right to enter into this Loan Agreement, is at least 18 years of age, and understands that no credit insurance is offered with this Loan Agreement. BORROWER represents and warrants that the Motor Vehicle is not stolen, has no liens or encumbrances against it, and that BORROWER will not attempt to transfer any interest in the Motor Vehicle or attempt to obtain a duplicate title to the Motor Vehicle until all obligations under this Loan Agreement have been paid in full.
7. Event of Default. The following constitute events of default under this Loan Agreement: (a) BORROWER fails to keep any of BORROWER'S promises under this Loan Agreement, including but not limited the promise to pay pursuant to this Loan Agreement; (b) any representation or information given to LENDER by BORROWER is false or misleading; or (c) BORROWER cancels its agreement with a third-party CSO (as defined herein) which has agreed to guarantee BORROWER'S loan.
8. LENDER'S Rights in the Event of Default. Upon the occurrence of any event of default, LENDER may at its option, do any one or more of the following: (a) declare the whole outstanding balance due under this Loan Agreement due and payable at once and proceed to collect it; (b) foreclose upon its lien and liquidate the Collateral securing this Loan Agreement according to law, including by using self-help repossession; (c) exercise all other rights, powers and remedies given by law; (d) recover from BORROWER all charges, costs and expenses, including all collection costs and reasonable attorney's fees incurred or paid by LENDER in exercising any right, power or remedy provided by this Loan Agreement or by law; and/or (e) assign any and all of LENDER'S interest in and to this Loan Agreement to a third party, thereby vesting in such third party all rights, powers and privileges of LENDER hereunder. Any delay by LENDER in exercising any or all of these rights shall not be a waiver of such rights.
9. Use of Credit Service Organization. If a portion of the principal of this loan is being paid on BORROWER'S behalf to a Credit Service Organization ("CSO"), BORROWER hereby agrees that such amount is not interest being paid to LENDER, or any richer party, but rather compensation owed by BORROWER to such CSO for services agreed to between such parties outside this Loan Agreement. BORROWER acknowledges and understands that a fee paid to a CSO for arranging the loan (though required to be treated as a finance charge for the purposes of federal law disclosures as shown above) is for a separate service and not interest for the purposes of Texas law. BORROWER hereby authorizes LENDER to share personal and credit information about BORROWER with CSO.
10. General, (a) BORROWER will deposit with LENDER a duplicate set of keys to the Motor Vehicle upon execution of this Loan Agreement; (b) BORROWER agrees to pay LENDER a returned check fee of \$30.00 each time a check given by BORROWER and accepted by LENDER is not honored for any reason, notwithstanding the forgoing LENDER shall not be under any obligation to accept a check for any payment; (c) BORROWER shall bear the entire risk of loss or damage to the Motor Vehicle while it is in BORROWER'S possession and agrees 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 judgments, attorney's fees, court costs and any incurred expenses; (d) if more than one BORROWER executes this Loan Agreement, each BORROWER will be jointly and severally liable; (e) time is of the essence of this Loan Agreement; (f) the parties agree that BORROWER should not be charged under this Loan Agreement more than the highest rate of interest and fees which lawfully may be charged by LENDER and that should any amount be paid to LENDER in excess of such legal rate, such excess shall be deemed to have been paid in reduction of the principal balance of the Loan Agreement and/or an overpayment which LENDER shall be entitled to refund, without penalty, upon notice of overcharge from BORROWER to LENDER; and (g) this Loan Agreement constitutes the entire Loan Agreement between the parties and no other agreements, representations or warranties other than those stated herein shall be binding unless reduced in writing and signed by both parties.
11. Assignment LENDER may assign or transfer any or all of its rights, title and interest under this Loan Agreement at its discretion. BORROWER may not assign or transfer BORROWER'S rights under this Loan Agreement without the prior written consent of LENDER.
12. Governing Law; Enforceability. This Loan Agreement shall be construed, applied and governed by the laws of the State of Texas, and specifically Section 302.001 of the Texas Finance Code. The unenforceability of invalidity of any portion of this Loan Agreement shall not render unenforceable or invalid the remaining portions hereof.
13. Arbitration Agreement.

ATTENTION BORROWER(S):

READ THIS ARBITRATION AGREEMENT. IF YOU DONT REJECT IT IN ACCORDANCE WITH PARAGRAPH (a) BELOW, IT WILL BECOME PART OF THIS LOAN AGREEMENT AND WILL HAVE A SUBSTANTIAL IMPACT ON THE WAY IN WHICH YOU OR LENDER WILL RESOLVE ANY CLAIM WHICH YOU OR LENDER HAVE AGAINST EACH OTHER NOW OR IN THE FUTURE.

This Arbitration Agreement describes when and how a Claim (as defined below) arising under or related to this Loan Agreement, Promissory Note and Security Agreement (the "Loan Agreement") between BORROWER and LENDER may be arbitrated. Arbitration is a method of resolving disputes in front of one or more neutral persons, instead of having a trial in court in front of a judge and/or jury. It can be a quicker and simpler way to resolve disputes. As solely used in this Arbitration Agreement, the term LENDER means the Lender identified at the top of this Agreement, its parent companies, wholly or majority-owned subsidiaries, affiliates, commonly-owned companies, management companies, successors, assigns and any of their shareholders, employees, officers and directors. For purposes of this Arbitration Agreement, these terms also mean any third party providing any goods and services in connection with the origination, servicing and collection of the Loan Agreement (or any prior loan or loans LENDER provided to BORROWER) if such third party is named as a party by BORROWER in any lawsuit between BORROWER and LENDER. For the purposes of this Arbitration Agreement, the words "BORROWER" and "BORROWERS" mean each and every borrower who signs the Loan Agreement.

- a. Your Right to Reject: If BORROWER doesn't want this Arbitration Agreement to apply, BORROWER may reject it by mailing LENDER a written rejection notice which contains all of the following:
 - o The date and account number of the Loan Agreement.
 - o The names, addresses and phone numbers of each BORROWER.
 - o A statement that all of BORROWERS reject the Arbitration Agreement of the Loan Agreement.