Disclosure Statement, Note and Security Agreement

Borrower(s) (Name and mailing address)	Lender (Name, address, city and state)	Account No. / Date of Loan
DONALD WILLIS 2073 FRANKLIN WAY HANFORD CA 93230	CITIFINANCIAL SERVICES, INC. 420 N 11TH AVE, STE 107 HANFORD CA 93230	Account No. 112953 Date of Loan 05/19/2009

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of Borrower's credit as a yearly rate.	The dollar amount the credit will cost Borrower.	The amount of credit provided to Borrower or on Borrower's behalf.	The amount Borrower will have paid after Borrower has made all payments as scheduled.
26.99 %	$ 7,104.44	$ 8,435.29	$ 15,539.73

Payment Schedule:

Number of Payments	Amount of Payments	When Payments Are Due
1	$ 346.05	07/03/2009
59	$ 257.52	MONTHLY BEGINNING 08/03/2009
	$	
	$	

See the contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

Security: If checked, Borrower is giving a security interest in:
[X] Motor Vehicle [ ] Mobile Home
[ ] Other

Late Charge: If payment is late, Borrower will be charged $ 10.00.

Prepayment: If Borrower pays off early, Borrower:
[X] will not [ ] may have to pay a penalty, and
[X] will not [ ] may be entitled to a refund of part of the finance charge.

Additional Information:

PRINCIPAL AMOUNT	POINTS/FEES	LICENSE NO.	DATE CHARGES BEGIN
$ 8,435.29	$ NONE	603 6871	05/19/2009

INSURANCE DISCLOSURE

Required Insurance: If the collateral securing the credit is a motor vehicle (including a recreational vehicle, boat, or movable mobile home), Borrower must provide collision and comprehensive casualty insurance in an amount sufficient to satisfy the unpaid balance of the loan or equal to the value of the collateral, whichever is less. All such policies and renewals thereof must name Lender as loss payee and must be maintained by Borrower, until the credit is repaid in full. Borrower may obtain a new insurance policy or provide an existing policy from any insurer that is acceptable to Lender. If Borrower obtains the collateral protection coverage or Automobile Physical Damage Insurance at Lender's office, Borrower acknowledges that such insurance (1) may cost more than insurance that is available from another insurer, (2) will only protect Lender's interest in the collateral and does not protect Borrower's interest, and (3) does not protect Borrower from claims by other persons.

Optional Insurance: **Credit life insurance, credit disability insurance, credit personal property insurance, involuntary unemployment insurance, and any other insurance products that are not required per the above paragraph are optional to Borrower and are not required in order to obtain credit. If Borrower desires voluntarily to purchase any of these optional insurance products, Borrower must sign below and in other required documents and will receive an insurance certificate or policy detailing the coverage terms and conditions that apply to the insurance. Borrower should refer to the terms and conditions contained in the applicable insurance certificate or policy issued for the exact description of benefits and exclusions. Borrower is encouraged to inquire about coverage and refund provisions.**

If the initial amount of coverage for credit life insurance and/or credit personal property insurance set forth in Borrower's insurance certificate or policy is equal to the Total of Payments stated above, it may exceed the amount necessary to pay off Borrower's loan at any given time. Any excess insurance coverage amount that may become payable will be paid to the appropriate party as designated in the insurance certificate or policy. Borrower acknowledges that if optional credit personal property insurance is purchased, Borrower's property coverage under other policies such as homeowner's or renter's insurance may be adversely affected.

Borrower's regular monthly loan payment if Borrower elects not to purchase insurance will be $ 257.52.

Termination of Optional Insurance: Borrower may cancel any of the optional insurance products obtained at Lender's office at any time upon Borrower's written request for cancellation to Lender. If Borrower is in default under the terms of this agreement, Borrower authorizes the insurer to terminate any and/or all optional insurance products upon Lender's request. Upon termination of any insurance for any reason, Borrower authorizes and directs that the insurer deliver the premium refund, if any, to Lender, which will apply it to Borrower's outstanding loan balance. Borrower hereby irrevocably and unconditionally assigns to Lender any right, title or interest which Borrower may have in any premium refund ("Refund"). Such assignment is absolute and not intended as security. **Borrower acknowledges and agrees that the Refund shall be the sole property of Lender and that Borrower shall have no interest in the Refund.** Lender agrees to pay to Borrower any amount by which the Refund received by Lender exceeds the outstanding loan balance.

I/we request the following insurance:

Cost/Premium:	Insurance Type:	Insurance Term (in mos.):
$ NONE		
$ NONE		
$ NONE		
$ NONE		
$ NONE		

Donald C Willis 5-15-09
First Borrower's Signature Date

Second Borrower's Signature Date

TERMS: In this Disclosure Statement, Note and Security Agreement, the word "Borrower" refers to the persons signing below as Borrower, whether one or more. If more than one Borrower signs, each will be responsible, individually and together, for all promises made and for repaying the loan in full. The word "Lender" refers to the Lender, whose name and address are shown above.

PROMISE TO PAY: In return for a loan that Borrower has received, Borrower promises to pay to the order of Lender the Principal amount shown above, plus interest on the unpaid Principal balance from the Date Charges Begin shown above at the rate of interest of 26.9892 % per annum. Lender will compute interest on the unpaid Principal balance on a daily basis from the date charges begin until Borrower repays the loan. If Borrower does not make sufficient or timely payments according to the payment schedule above, Borrower will incur greater interest charges on the loan.

The monthly rate is 1/12th of the rate per annum, and the daily rate is 1/30th of the monthly rate.

Principal Amount is composed of the Amount Financed plus any points, escrow, fee, if any, and administrative fee, if any.

Principal and interest shall be payable in the monthly installments shown above beginning on the first payment date shown above and continuing on the same day in each following month until paid in full. Upon the final payment date, the entire outstanding balance of Principal and interest evidenced by this Disclosure Statement, Note and Security Agreement shall be due and payable. Any payment(s) which Lender accepts after the final payment date or the acceleration thereof do not constitute a renewal or extension of this loan unless Lender so determines. Each payment will be applied first to interest computed to the date of payment, with the remainder applied to Principal. Lender may collect interest from and after maturity upon the unpaid [illegible] interest prevailing at the time of maturity under this Disclosure Statement, Note and Security Agreement.

Borrower's Initials: DW ______

PREPAYMENT: Borrower may prepay this loan in whole or in part at any time without penalty. However, upon partial prepayment, interest will continue to accrue on any remaining Principal balance. Partial prepayment and the application of a Refund to the unpaid balance of the loan will not affect the amount or due date of subsequent scheduled payments on the loan, but may reduce the number of such payments.

SECURITY AGREEMENT:

To protect Lender if Borrower defaults on this loan, Borrower gives to Lender a security interest under the Uniform Commercial Code in any property for which a description is completed below and all parts and equipment now or later added to the property and any proceeds of the property, all of which will be called "Property". See below for additional terms applicable to this security interest.

1. Motor vehicle/mobile home:

Make, No. Cylinders	Year/Model	Model No. Or Name	Body Type	Identification Number
SUBARU	2003	FORESTER	SW	JF1SG63653G715106

2. Other Property:

OWNERSHIP OF PROPERTY: Borrower represents that the Property is owned by Borrower free and clear of all liens and encumbrances except those of which Borrower has informed Lender in writing. Prior to any default, Borrower may keep and use the Property at Borrower's own risk, subject to the provisions of the Uniform Commercial Code. If the Property includes a motor vehicle or a mobile home, Borrower will, upon request, deliver the certificate of title to the motor vehicle or a mobile home to Lender.

USE OF PROPERTY: Borrower will not sell, lease, encumber, or otherwise dispose of the Property without Lender's prior written consent. Borrower will keep the Property at Borrower's address (as shown on page 1) unless Lender has granted permission in writing for the Property to be located elsewhere. The Property will be used only in the state in which Borrower lives unless the Property is a motor vehicle, in which case it will be used outside the state only in the course of Borrower's normal use of the Property. Borrower will not use or permit the use of the Property for hire or for illegal purposes.

TAXES AND FEES: Borrower will pay all taxes, assessments, and other fees payable on the Property, including, but not limited to any fee required by a public official to record the satisfaction of this loan, and/or the reconveyance of a Deed of Trust, and/or the release of Lender's interest in the Property. If Borrower fails to pay such amounts, Lender may pay such amounts for Borrower and the amounts paid by Lender will be added to the unpaid balance of the loan.

INSURANCE: If Borrower purchases any insurance at Lender's office, Borrower understands and acknowledges that (1) the insurance company may be affiliated with Lender, (2) Lender's employee(s) may be an agent for the insurance company, (3) such employee(s) is not acting as the agent, broker or fiduciary for Borrower on this loan, but may be the agent of the insurance company, and (4) Lender or the insurance company may realize some benefit from the sale of that insurance. If Borrower fails to obtain or maintain any required insurance or fails to designate an agent through whom the insurance is to be obtained, Lender may purchase such required insurance for Borrower through an agent of Lender's choice, and the amounts paid by Lender will be added to the unpaid balance of the loan.

FINANCING STATEMENTS: Borrower will sign all financing statements, continuation statements, security interest filing statements, and similar documents with respect to the Property at Lender's request.

LATE CHARGES: If any payment is more than 10 days late, Borrower agrees to pay a Late Charge of $ 10.00.

RETURNED CHECK FEE: Lender may charge a fee of $ 15.00 for a check, negotiable order of withdrawal or share draft that is returned for insufficient funds or insufficient credit.

LOAN CHARGES: If a law that applies to this loan and that sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then (i) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit, and (ii) any sums already collected from Borrower that exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under this loan or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge.

DEFAULT: Borrower will be in default if:

1. Borrower does not make any scheduled payment on time;
2. Borrower is (or any person puts Borrower) in bankruptcy, insolvency or receivership;
3. Any of Borrower's creditors attempts by legal process to take and keep any property of Borrower, including the Property securing this loan;
4. Borrower fails to fulfill any promise made under this agreement; or
5. A default occurs under any mortgage or deed of trust on the Borrower's real property.

If Borrower defaults, Lender may require Borrower to repay the entire unpaid Principal balance and any accrued interest at once. Lender's failure to exercise or delay in exercising any of its rights when default occurs does not constitute a waiver of those or any other rights under this agreement. If this debt is referred for collection to an attorney who is not Lender's employee, Borrower agrees to pay reasonable attorney's fees, court costs and expenses of collection, repossession, repair and sale on loans of an original principal amount of $10,000 or more to the extent permitted by law.

INTEREST AFTER DEFAULT OR JUDGMENT: After default and acceleration of this contract, or after the final payment due date or after judgment, Borrower will pay interest on the unpaid balance from time to time outstanding at the Rate of Interest provided in this Disclosure Statement, Note and Security Agreement.

EFFECTS OF DEFAULT: If Borrower defaults, Borrower will deliver the Property to Lender or, upon Lender's demand, assemble the Property and make it available to Lender at a reasonably convenient place. Lender may, without previous notice or demand and without legal process, peacefully enter any place where the Property is located and take possession of it. The disposition of the Property and the application of the proceeds from the disposition will be governed by the California Commercial Code and other applicable State law, including, with respect to mobile homes, manufactured homes, truck campers, and floating homes subject to registration with the Department of Housing and Community Development, the Health and Safety Code.

If Borrower has left other property in the repossessed Property, Lender may hold such property temporarily for Borrower without any responsibility or liability for the property.

LAW THAT APPLIES: California law and federal law, as applicable, govern this Disclosure Statement, Note and Security Agreement. If any part is unenforceable, this will not make any other part unenforceable. In no event will Borrower be required to pay interest or charges in excess of those permitted by law.

OTHER RIGHTS: Lender may accept payments after maturity or after a default without waiving its rights with respect to any subsequent default in payment. Borrower agrees that Lender may extend time for payment after maturity without notice. The terms of this agreement can be waived or changed only in a writing signed by Lender.

Where the context requires, singular words may be read in the plural and plural words in the singular, and references to the masculine gender may be read to apply to the feminine gender.

OTHER TERMS: Each Borrower under this Disclosure Statement, Note and Security Agreement, if more than one, agrees that Lender may obtain approval from one Borrower to change the repayment terms and release any Property securing the loan, or add parties to or release parties from this agreement, without notice to any other Borrower and without releasing any other Borrower from his responsibilities. Lender does not have to notify Borrower before instituting suit if the note is not paid, and Lender can sue any or all Borrowers upon default by any Borrower.

Borrower's Initials: DW

Borrower, endorsers, sureties and guarantors, to the extent permitted by law, jointly and severally waive notice of acceptance, presentment, demand, protest, notice of extension and notice of nonpayment, and agrees that Lender may renew, extend, modify, release, or discharge Borrower, or otherwise settle or compromise Borrower's obligation to Lender, or extend additional credit to Borrower, or accept the late or partial payments of Borrower's obligation to Lender, or release, exchange, substitute, or take additional collateral, or waive any of Borrower's default, or delay in enforcing Lender's rights in the event of any default by Borrower, without releasing, or impairing the Deed of Trust or other security agreement given to Lender by the Borrower, endorsers, sureties and guarantors.

This Disclosure Statement, Note and Security Agreement shall be the joint and several obligation of all makers, sureties, guarantors and endorsers and shall be binding upon them, their heirs, successors, legal representatives and assigns.

If any part of the Disclosure Statement, Note and Security Agreement and the accompanying Itemization of Amount Financed and Arbitration Agreement is unenforceable, this will not make any other part unenforceable.

REFINANCING: The overall cost of refinancing an existing loan balance may be greater than the cost of keeping the existing loan and obtaining a second loan for any additional funds Borrower wishes to borrow.

AUTHORIZATION TO USE CREDIT REPORT: By signing below, Borrower authorizes Lender to obtain, review and use information contained in the Borrower's credit report in order to determine whether the Borrower may qualify for products and services offered by Lender. This authorization terminates when Borrower'soutstanding balance due under this Disclosure Statement, Note and Security Agreement is paid in full. Borrower may cancel such authorization at any time by writing the following: Transaction Processing, 300 St. Paul Place, BSP13A, Baltimore, MD 21202. In order to process Borrower's request, Lender must be provided Borrower's full name, address, social security number and account number.

ARBITRATION. Borrower, Non-Obligor(s) (if any) and Lender have entered into a separate Arbitration Agreement on this date, the terms of which are incorporated and made a part of this Disclosure Statement, Note and Security Agreement by this reference.

The following notice applies only if this box is checked. ☐

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

FOR INFORMATION CONTACT THE DEPARTMENT OF CORPORATIONS, STATE OF CALIFORNIA.

THIS LOAN IS MADE PURSUANT TO THE CALIFORNIA FINANCE LENDERS LAW, DIVISION 9 OF THE CALIFORNIA FINANCIAL CODE, EXCEPT AS MAY BE PREEMPTED BY FEDERAL LAW.

I INTEND TO USE THE PROCEEDS OF THIS LOAN PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD USE.

By signing below, Borrower agrees to the terms contained herein, acknowledges receipt of a copy of this Disclosure Statement, Note and Security Agreement and the accompanying Itemization of Amount Financed and Arbitration Agreement, and authorizes the disbursements stated therein.

WITNESSES:

SIGNED: Donald C Willis (Seal)
DONALD WILLIS -Borrower

(Seal) -Borrower

(Seal) -Borrower

CITIFINANCIAL SERVICES, INC.

By: (Name and Title) 05/19/2009 18:49:03

SECURITY INTEREST OF NONOBLIGOR: Borrower only is personally liable for payment of the loan. Nonobligor is liable and bound by all other terms, conditions, covenants, and agreements contained in this Disclosure Statement, Note and Security Agreement, including but not limited to the right and power of Lender to repossess and sell the Property securing this loan, in the event of default by Borrower in payment of this loan.

_______________ (Seal) _______ Signature Date

_______________ (Seal) _______ Signature Date

MAIL THIS FORM TO DMV

A. NEW OWNER'S *LAST* NAME (OR) COMPANY NAME | *FIRST*

B. NEW OWNER'S ADDRESS | APT NUMBER | C. ODOMETER READING (NO TENTHS)

D. CITY | STATE | ZIP CODE | E. DATE OF SALE OR LEASE RETURN MO. DAY YR

F. SELLER'S OR LESSEE'S *LAST* NAME (OR) COMPANY NAME | *FIRST* | G. SELLING PRICE (NO CENTS) WHOLE DOLLARS

H. SELLER'S OR LESSEE'S ADDRESS | APT NUMBER | I. SELLER'S OR LESSEE'S SIGNATURE X

J. CITY | STATE | ZIP CODE

VEHICLE ID NUMBER	YR. MODEL MAKE	PLATE NUMBER
JF1SG63653G715106	2003 SUBA	6DUW701

REG 138A (REV. 8/2007)

STATE OF CALIFORNIA

CERTIFICATE OF TITLE

18009111907

VEHICLE HISTORY

AUTOMOBILE

VEHICLE ID NUMBER	YR MODEL	MAKE	PLATE NUMBER
JF1SG63653G715106	2003	SUBA	6DUW701

BODY TYPE MODEL	AX	UNLADEN WEIGHT	FUEL	TRANSFER DATE	FEES PAID	REGISTRATION EXPIRATION DATE
SW			G		$32	12/16/2009

YR 1ST SOLD	CLASS	YR	MO	EQUIPMT/TRUST NUMBER	ISSUE DATE
	EK	2002	02		12/02/09

MOTORCYCLE ENGINE NUMBER | ODOMETER DATE 12/15/2003 | ODOMETER READING 31364 MI

ACTUAL MILEAGE

REGISTERED OWNER(S)

DONALD C WILLIS TRUST 2001
1123 N HARRIS ST
HANFORD CA 93230

I certify (or declare) under penalty of perjury under the laws of the State of California that THE SIGNATURE(S) BELOW RELEASES INTEREST IN THE VEHICLE.

1a. ________ DATE X ________ SIGNATURE OF REGISTERED OWNER

1b. ________ DATE X ________ SIGNATURE OF REGISTERED OWNER

Federal and State law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

The odometer now reads ______ (no tenths) miles and to the best of my knowledge reflects the actual mileage unless one of the following statements is checked.

WARNING ☐ Odometer reading is **not** the actual mileage. ☐ Mileage exceeds the odometer mechanical limits.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATE	TRANSFEROR/SELLER SIGNATURE(S)	DATE	TRANSFEREE/BUYER SIGNATURE(S)
	X		X

PRINTED NAME OF SELLER OR AGENT SIGNING FOR A COMPANY | PRINTED NAME OF BUYER OR AGENT SIGNING FOR A COMPANY

IMPORTANT READ CAREFULLY

Any change of Lienholder (holder of security interest) must be reported to the Department of Motor Vehicles within 10 days.

LIENHOLDER(S)

CITIFINANCIAL
420 N 11TH AVE STE 107
HANFORD CA 93230

2. X ________
Signature releases interest in vehicle. (Company names must be countersigned)
Release Date

CA121454760

025129

REG. 17 30RS (REV.7/07)

KEEP IN A SAFE PLACE - VOID IF ALTERED

VOID WITHOUT BEAR WATERMARK. HOLD TO LIGHT TO VIEW.

VOID WITHOUT BEAR WATERMARK. HOLD TO LIGHT TO VIEW.