

NOTICE TO CONSUMERS

It shall be unlawful for any pawnbroker to charge or collect a greater benefit or percentage upon money advanced, and for the use and forbearance thereof, than the rate of 3% per month. Nothing in this Section shall be construed so as to conflict with the law pertaining to usury and the person receiving money so advanced may hold such moneys to pay any fees in addition to interest herein provided.

Each pawnbroker, when making a loan under this Section, must disclose in printed form on the pawn contract the following information to the persons receiving the loan:

- (1) the amount of money advanced, which must be designated as the amount financed;
- (2) the maturity date of the pawn, which must be at least 30 days after the date of the pawn;
- (3) the total pawn interest and service charge payable on the maturity date, which must be designated as the finance charge;
- (4) the total of payments that must be paid to redeem the pledged goods on the maturity date, which must be designated as the total of payments; and
- (5) the annual percentage rate, computed according to the regulations adopted by the Board of Governors of the Federal Reserve System under the Federal Truth in Lending Act.

Each pawnbroker may contract for and receive a monthly finance charge including interest and fees not to exceed one-fifth of the loan amount, as set forth herein, for appraising, investigating title, storing and insuring the collateral, closing the loan, making daily reports to local law enforcement officers including enhanced computerized reporting, complying with regulatory requirements, and for other expenses and losses of every nature whatsoever and for all other services. Such fees, when made and collected, shall not be deemed interest for any purpose of law.

For regulatory questions consumers may call toll-free at (800) 532-8785.