

00-190-CD  
FORD MOTOR CREDIT COMPANY -vs- CYNTHIA L. MARTELL

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

(114) FORD MOTOR CREDIT COMPANY, ) CIVIL DIVISION  
)  
)  
)  
)  
Plaintiff, ) NO. 00-190-CO  
)  
)  
vs. ) ISSUE NUMBER:  
)  
)  
)  
)  
TYPE OF PLEADING: COMPLAINT  
)  
)  
)  
)  
)  
CYNTHIA L. MARTELL, ) CODE - 011 ASSUMPSIT  
)  
)  
)  
)  
Defendant. ) FILED ON BEHALF OF: Plaintiff,  
) FORD MOTOR CREDIT COMPANY  
)  
)  
COUNSEL OF RECORD FOR THIS PARTY:  
)  
)  
)  
)  
)  
Donald S. Mazzotta, ESQUIRE  
) Pa. I.D. #11461  
)  
)  
LAW OFFICES OF  
) DONALD S. MAZZOTTA, P.C.  
) Firm #742  
) 938 Penn Avenue  
) Pittsburgh, PA 15222  
)  
) (412) 471-0300

FILED

FEB 15 2000

William A. Shaw  
Prothonotary

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU SHOULD NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Raymond L. Billotte, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELDCOUNTY, PENNSYLVANIA

FORD MOTOR CREDIT COMPANY, )  
 )  
 )  
 Plaintiff, )  
 )  
 vs. ) No.  
 )  
 )  
 )  
 CYNTHIA L. MARTELL, )  
 )  
 )  
 )  
 )  
 Defendant. )

COMPLAINT - CIVIL ACTION

AND NOW, comes the Plaintiff, Ford Motor Credit Company, by its attorneys, Law Offices of Donald S. Mazzotta, P.C., and respectfully presents its complaint in civil action against the defendant above-named upon a cause of action whereof the following is a statement:

1. Ford Motor Credit Company is a corporation doing business at P.O. Box 6508, Mesa, AZ 85216 and is hereinafter referred to as "Plaintiff."
2. Cynthia L. Martell is an individual residing at RR 1 Box 525A, Woodland, Clearfield County, Pennsylvania, and is hereinafter referred to as "Defendant."
3. Defendant purchased personal property and entered into a written agreement (hereinafter "Agreement") for the purpose of financing the purchasing of the personal property. A true and

correct copy of Agreement is marked Exhibit "A", attached hereto and made a part hereof.

4. Plaintiff is the holder of Agreement and is entitled to payment under the terms thereof.

5. Defendant defaulted for failing to make payments when and as due, and Plaintiff incurred a loss in the amount of \$6,420.06.

6. Plaintiff is entitled to interest at the contract rate of 15.99% per annum.

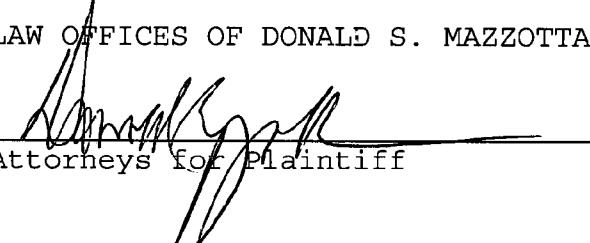
7. Demand for payment has been made upon Defendant, but Defendant has failed or refused to pay.

8. Under the terms of Agreement, Plaintiff is entitled to reasonable attorney's fees of 20% in the sum of \$1,284.01.

WHEREFORE, Plaintiff seeks judgment against Cynthia L. Martell in the amount of \$7,704.07 plus interest from October 6, 1998 to date of judgment and costs of suit.

LAW OFFICES OF DONALD S. MAZZOTTA, P.C.

BY:

  
Attorneys for Plaintiff

VERIFICATION

I, Patricia Olsen, hereby depose and say subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief.

By: Patricia Olsen

**PENNSYLVANIA SIMPLE INTEREST  
VEHICLE RETAIL INSTALMENT CON**

DATE 02/26/96

Buyer (and Co-Buyer) Name and Address (Include County and Zip Code) **CYNTHIA L. KARTELL**

PO BOX 506 EGYPT ROAD  
HYDE PA 16843

STATE COLLEGE FORD-L/H  
1624 N AARON DRIVE  
STATE COLLEGE PA 16803

FEB 28 1996

You, the Buyer (and Co-buyer, if any), may buy the vehicle described below for cash or on credit. The "Cash Price" shown below is the cash price. The "Credit Price" shown below is the credit price. By signing this contract, you choose to buy on credit under the agreements on the front and back of this contract.

Used	Year and Make	Series	Body Style	No. of Cyl.	II Thick.	Vehicle Identification Number	Use for Which Purchased
USED '95 FORD	CONTOUR	SDN				1FALP5636K174330	<input type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial
EXCLUDING:							
<input type="checkbox"/> Radio	<input type="checkbox"/> Air	<input type="checkbox"/> Conditioner	<input type="checkbox"/> Automatic	<input type="checkbox"/> Power	<input type="checkbox"/> Steering		

**ITEMIZATION OF AMOUNT FINANCED**

(1) Cash Price	16120.00
(2) Down Payment	
Manufacturer's Rebate Assigned to Creditor	N/A
Cash Down Payment	\$ 1000.00
Trade-in's G/H	\$ 10956.48
Year and Make	Gross Allowance
	Amount Owning
Total Down Payment	\$ 1000.00
(3) Unpaid Cash Price Balance (1 minus 2)	15120.00
(4) Amounts Paid on Your Behalf	(2)
To Insurance Companies for (See A. & B. below)	
Vehicle Insurance (from _____ Month (Estimate))	N/A
Credit Life Insurance (per term of contract)	N/A
Credit Disability Insurance (for term of contract)	N/A
(Term _____ Months (Estimate))	
To Public Officials (for license (\$ 4.00), title (\$ 15.00), & registration (\$ 15.00), fees \$ 15.00)	N/A
(for filing fees) \$ 5.00	
(for title fees) \$ 349.51	\$ 372.51
To STATE COLLEGE FORD-L/H for INSURANCE SERVICE	N/A
To STATE COLLEGE FORD-L/H for INSURANCE MAINTENANCE	\$ 365.00
To STATE COLLEGE FORD-L/H for FEES	\$ 40.00
To _____ for _____	N/A
Total	\$ 587.31
(5) Amount Financed (3 plus 4)	15112.69

Amount Financed (The amount of credit provided to you or on your behalf) **\$ 16117.51**

FINANCE CHARGE (The dollar amount the credit will cost you) **\$ 7394.09**

ANNUAL PERCENTAGE RATE (The cost of your credit as a yearly rate) **15.99**

Total of Payments (The amount you will have paid when you have made all scheduled payments) **\$ 23511.60**

Payment Schedule — Your payment schedule will be:

Number of Payments	Amount of Each Payment	When Payments are Due
59	\$ 351.86	1st Payment due 10/27/96
1 Final	\$ 351.86	

Total Sale Price (The total price of your purchase on credit, including your downpayment or Prepayments) **\$ 1600.00**

Prepayments: You may pay off early, but you will not have to pay a penalty.

Late Payment: You must pay a late charge on the portion of each payment made more than 10 days late. The charge is 2 percent of the late amount or \$ 50.00, whichever is less.

Security Interest: You are giving a security interest in the vehicle being purchased.

Contract: Please see the contract for additional information on security interest, acceleration, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

If you do not meet your contract obligations, you may lose the vehicle that you are financing under this contract, as well as both parts and goods put on the vehicle and money or goods received for the vehicle.

**INSURANCE**

A. Vehicle Insurance: You must insure the vehicle. If a charge is shown below, the Creditor will try to buy the coverages checked for the term shown. Coverages will be based on the cash value of the vehicle at the time of sale, not more than the limits of the policy.

<input type="checkbox"/> Comprehensive	<input type="checkbox"/> Fire-Theft-Combined-Additional Coverage	<input type="checkbox"/> Term _____ Months (Estimate)
<input type="checkbox"/> N/A	<input type="checkbox"/> Towing and Labor	Premium \$ _____
<input type="checkbox"/> <del>comprehensive</del>		

**YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE**

**THIS CONTRACT DOES NOT INCLUDE LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.**

**YOU ARE NOT REQUIRED TO OBTAIN CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE. THIS CONTRACT WILL NOT INCLUDE THEM UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.**

B. Credit and Other Optional Insurance: CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

<input type="checkbox"/> Credit Life	Insurer	Insured(s)	Premium	Signature(s)
<input type="checkbox"/> N/A				
<input type="checkbox"/> Credit Disability	Insurer	Insured	Premium	Signature
Credit Life and Credit Disability insurance are for the term of the contract. The amount and coverages are shown in a notice or statement given to you on this card.				
<input type="checkbox"/> N/A				
Type of Insurance	Insurer	Term	Premium	Signature

**PREFERRED PAYMENT PLAN**

**PARTICIPATION IN THE PREFERRED PAYMENT PLAN DESCRIBED BELOW IS OPTIONAL AND IS NOT REQUIRED TO OBTAIN CREDIT. COMPLETE AND SIGN THE FOLLOWING SECTION ONLY IF YOU WANT TO PARTICIPATE IN THE PREFERRED PAYMENT PLAN.**

If we hereby request and authorize Ford Motor Credit Company ("Ford Credit") to initiate withdrawals from the checking account named below as agreed between Ford Credit and the bank named below, or to draw an electronic funds transfer from the checking account named below to Ford Credit. This authorization covers the schedule of payments or other amounts due as described in this contract. Ford Credit may cancel this authorization at any time. You may cancel this authorization by providing Ford Credit written notice and such notice shall be effective 60 days after receipt.

Bank Name \_\_\_\_\_ Complete if the Bank Account is in Name Other Than Buyer's. (Also Use If Bank Account Includes Name In Addition To Buyer's.)

Bank Address \_\_\_\_\_

Bank Account Number \_\_\_\_\_ Bank Account Owner's Name \_\_\_\_\_ Social Security Number \_\_\_\_\_

Buyer's Signature \_\_\_\_\_ Bank Account Owner's Signature \_\_\_\_\_

NOTE: Please attach a sample of your check with "VOID" written on it.

**Notice to Buyer**

Do not sign this contract in blank.

You are entitled to an exact copy of the contract you sign.

Keep it to protect your legal rights.

Buyer Signs  Co-Buyer Signs

**Buyer acknowledges receipt of a true and completely filled in copy of this contract at the time of signing.**

**Buyer Signs  Cynthia L. Karteel  Co-Buyer Signs  Seller Signs**

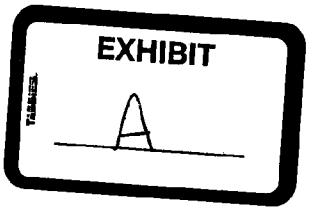
**SEE BACK FOR ADDITIONAL AGREEMENTS**

By signing below, the Seller accepts this contract.

SELLER STATE COLLEGE FORD-L/H By *Ma. J. Gaudette* Title *Mgr.*

Assignment: If no other Assignee is named in a separate assignment attached to this contract, the Seller assigns it to Ford Motor Credit Company under the Assignment on the back of this contract.

STATE COLLEGE FORD-L/H By *Ma. J. Gaudette* Title *Mgr.*





**FILED**

REC'D  
FEB 15 2009  
MILLIE Mazzotta  
William A. Shaw  
Prothonotary  
pd \$80.00

ICC Sheriff Service

DONALD S. MAZZOTTA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FORD MOTOR CREDIT COMPANY  
VS  
MARTELL, CYNTHIA L.

00-190-CD

COMPLAINT

SHERIFF RETURNS

NOW MARCH 6, 2000 AT 1:35 PM EST SERVED THE WITHIN COMPLAINT  
ON CYNTHIA L. MARTELL, DEFENDANT AT RESIDENCE RR 1 BOX 525A,  
WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO  
EMORY MARTELL, HUSBAND A TRUE AND ATTESTED COPY OF THE  
ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS  
THEREOF.

SERVED BY: DAVIS/MORGILLO

20.93 SHFF. HAWKINS PAID BY: ATTY  
10.00 SURCHARGE PAID BY: ATTY

SWORN TO BEFORE ME THIS

14th DAY OF March 2000

William A. Shaw  
WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2002  
Clearfield Co., Clearfield, PA.

SO ANSWERS,

*Chester A. Hawkins*  
*by Marilyn Farn*

CHESTER A. HAWKINS  
SHERIFF

FILED

*MAR 14 2000*  
*09:45 p.m.*  
*William A. Shaw*  
*Prothonotary* *EAS*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FORD MOTOR CREDIT COMPANY, ) CIVIL DIVISION  
vs. Plaintiff, ) ) NO. 00-190-CD  
vs. ) ) ) TYPE OF PLEADING: Praecipe for  
CYNTHIA L MARTELL, ) ) Default Judgment  
vs. ) ) ) CODE -  
vs. ) ) ) ) FILED ON BEHALF OF: Plaintiff,  
Defendant. ) ) FORD MOTOR CREDIT COMPANY  
vs. ) ) ) COUNSEL OF RECORD FOR THIS PARTY:  
I hereby certify that the ) ) Donald S. Mazzotta, ESQUIRE  
address of Plaintiff is: ) ) Pa. I.D. #11461  
Ford Motor Credit Company ) ) )  
Livonia, MI 48153 ) ) ) LAW OFFICES OF  
and that the last known ) ) DONALD S. MAZZOTTA, P.C.  
address of Defendant is: ) ) Firm #742  
Rr 1 Box 525A ) ) 938 Penn Avenue  
Woodland, Pennsylvania 16881 ) ) Pittsburgh, PA 15222  
LAW OFFICES OF DONALD S. ) ) ) (412) 471-0300  
MAZZOTTA, P.C. ) ) )  
A M / FILED

FILED

APR 19 2000

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FORD MOTOR CREDIT COMPANY, )  
Plaintiff, )  
vs. ) NO. 00-190-CD  
CYNTHIA L MARTELL, )  
Defendant. )

PLAINTIFF'S PRAECIPE FOR DEFAULT JUDGMENT PURSUANT TO PA.R.C.P. 1037(b)

TO: PROTHONOTARY OF CLEARFIELD COUNTY

Please enter a judgment against the defendant, CYNTHIA L MARTELL, for failure to file an Answer to Plaintiff's complaint.

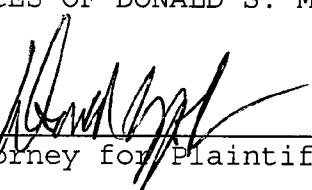
Amount claimed in Complaint	\$6,420.06
Interest from 10/06/98 to April 7, 2000	\$1,560.94
Attorney Fees	\$1,284.01
<b>TOTAL</b>	<b>\$9,265.01</b>

\* With interest accruing on TOTAL of \$9,265.01 at the rate of 6% per annum from the date of Judgment together with costs of suit.

I certify that a written notice of intention to file this praecipe was mailed to defendant and to defendant's counsel (if known) after the default had occurred and at least ten (10) days prior to the date of the filing of this praecipe. A copy of this notice is attached.

LAW OFFICES OF DONALD S. MAZZOTTA, P.C.

By:

  
\_\_\_\_\_  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FORD MOTOR CREDIT COMPANY,

)

)

Plaintiff,

)

vs.

)

No. 00-190-CD

Cynthia L Martell,

)

)

)

)

Defendant.

TO: Cynthia L Martell  
Rr 1 Box 525A  
Woodland, Pennsylvania 16881

DATE OF NOTICE: March 27, 2000

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND WHERE YOU CAN GET LEGAL HELP:

Clearfield County Courthouse  
Court Administ-----

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER			
Received From:		Affix fee here in stamps or meter postage and post mark. Inquire of Postmaster for current fee.	
<b>•LAW OFFICES OF•</b> <b>DONALD S. MAZZOTTA, P.C.</b>		St.	
938 Penn Avenue Pittsburgh, Pennsylvania 15222		LD S. MAZZOTTA, P.C.	
One piece of ordinary mail addressed to:			
<i>Cynthia L Martell</i>			
<i>RR 1 Box 525A</i>			
<i>Woodland, PA 16881</i>			

*Plaintiff*

15222



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

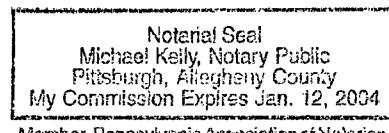
PLAINTIFF'S AFFIDAVIT OF NON-MILITARY SERVICE AND MAILING OF NOTICE  
PURSUANT TO PA.R.C.P. 1037(b) (2) (iii)

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF ALLEGHENY ) S.S.

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared Donald S. Mazzotta, attorney for and authorized representative of plaintiff who, being duly sworn according to law, deposes and says that the defendant is not in the active military service of the United States of America to the best of his knowledge, information and belief and certifies that the Notice of Intent to take Default Judgment was mailed by Ordinary U.S. Mail in accordance with Pa.R.C.P. 237.1, as evidenced by the attached copy.

Sworn to and subscribed before me  
this 7<sup>th</sup> day of April, 2000.

~~Notary Public~~



FILED

APR 19 2000

11:45 AM  
William A. Shaw pp  
Prothonotary 2a-  
No CERT copies  
NOTICE TO DEPT.

CRB

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FORD MOTOR CREDIT COMPANY, )  
 )  
 Plaintiff, )  
 )  
 vs. ) NO. 00-190-CD  
 )  
 CYNTHIA L MARTELL, )  
 )  
 Defendant. )

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: Cynthia L Martell  
Rr 1 Box 525A  
Woodland, Pennsylvania 16881

(      ) Plaintiff  
( X ) Defendant  
(      ) Additional Defendant

(      ) A copy of the Order or Decree is enclosed, or  
( X ) The judgment is as follows: \$9,265.01 plus costs

  
4-19-00  
Deputy

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2002  
Clearfield Co., Clearfield, PA.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
STATEMENT OF JUDGMENT

FORD MOTOR CREDIT COMPANY

Plaintiff

No. 00-190-CD

vs.

CYNTHIA L. MARTELL

Real Debt \$9,265.01

Atty's Comm \_\_\_\_\_

Defendant(s)

Costs \_\_\_\_\_

Int. From \_\_\_\_\_

Entry \$ 20.00

Instrument Default Judgment

Date of Entry April 19, 2000

Expires April 19, 2005

Certified from the record this 19th day of April, 2000

\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, 20 \_\_\_, of defendant full satisfaction of this Judgment, Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney