

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

FORD MOTOR CREDIT COMPANY,

VS.

Defendant.

NO. 00-190-00

TYPE OF PLEADING: COMPLAINT

FILED ON BEHALF OF: Plaintiff,
FORD MOTOR CREDIT COMPANY

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 CLEARFIELD COUNTY, 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

ACCOR NO. PENNSYLVANIA SIMPLE INTEREST
VEHICLE RETAIL INSTALLMENT CONTRACT

Buyer (and Co-Buyer, if any) Name and Address (Include County and Zip Code) CREDITOR (Seller's Name and Address)
CYNTHIA L. MARTELL STATE COLLEGE FORD-L/H
163 W AARON DRIVE
STATE COLLEGE PA 16803

DATE 02/26/96

PO BOX 506 EGYPT ROAD
NYDE PA 16843

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 "Total Sale Price" shown below is the credit price. By signing this contract, you choose to buy on credit under the terms set forth on the front and back of this contract.

| New or Used | Year and Make | Series | Body Style | Driv. Cvt. | Model No. (VIN) | Vehicle Identification Number | Use For Which Purchased |
|-------------|---------------|--------|------------|------------|-----------------|-------------------------------|--|
| USED | 95 | FORD | CONTOUR | SDN | | 1FALP6536SK174330 | <input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial |

Options:
☐ Radio ☐ Air Conditioner ☐ Automatic Transmission ☐ Power Steering ☐ Other

(1) Cash Price \$15120.00

(2) Down Payment \$1000.00

Manufacturer's Rebate Assigned To Creditor \$10896.48

Cash Down Payment \$1000.00

Trade-In \$0.00

Year and Make Gross Advance Amount Owed \$1000.00

Total Down Payment \$1000.00

(3) Unpaid Cash Price Balance (1 minus 2) \$15120.00

(4) Amounts Paid on Your Behalf

To Insurance Companies (See A & B below)

Vehicle Insurance (Term Months (Estimate)) \$ N/A

Credit Life Insurance (per term of contract) \$ N/A

Credit Disability Insurance (for term of contract) \$ N/A

To Public Officials (1) for license (\$ 4.00), title (\$ 15.00), registration (\$ 3.00) fees \$ 22.00

(2) for filing fees \$ 348.51

(3) for taxes (not in Cash Price) \$ 372.51

To STATE COLLEGE FORD-L/H for Messenger Service \$ N/A

To STATE COLLEGE FORD-L/H for FORD EXTENDED WARRANTY \$ 585.00

To STATE COLLEGE FORD-L/H for FEE \$ 40.00

Total \$ 957.51

(5) Amount Financed (3 plus 4) \$14162.49

Amount Financed (The amount of credit provided to you or on your behalf) \$14162.49

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 | \$391.86 | Monthly |
| 1 Final | \$391.86 | Final Payment |

Total Sale Price (The total price of your purchase on credit, including your down payment of \$1000.00) \$24511.60

Prepayment: If you pay off early, 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, assignment, default, the right to require repayment, or your right to full before the scheduled date and prepayment penalty.

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.

A. Vehicle Insurance:

You must insure the vehicle. If a charge is shown below, the Creditor will try to buy the coverage checked for the term shown. Coverage will be based on the cash value of the vehicle at the time of loss but not more than the limits of the policy.

| Comprehensive | Fire-Theft-Combined, Additional Coverage | Tamper | Months (Estimate) | Premium \$ |
|---|--|---------------------------------|-------------------|------------|
| <input checked="" type="checkbox"/> Comprehensive | <input checked="" type="checkbox"/> Fire-Theft-Combined, Additional Coverage | <input type="checkbox"/> Tamper | 12 | \$ N/A |

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.

| Credit Life | Insurer | Insured | Premium | Signature |
|---|---------|---------|---------|-----------|
| <input checked="" type="checkbox"/> Credit Life | | | \$ N/A | |

Credit Life and Credit Disability Insurance are for the term of the contract. The amount and coverages are shown in a notice of assignment given to you on this date.

C. 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.

We hereby request and authorize Ford Motor Credit Company ("Ford Credit") to initiate withdrawal from the checking account named below as agreed between Ford Credit and the bank named below, or to direct any automatic funds transfer from the checking account named below to funds payable 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. If/We may cancel this authorization by providing Ford Credit written notice and such notice shall be effective five (5) days after receipt.

Bank Name _____

Bank Address _____

Bank Account Number _____

Buyer's Signature _____

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 Account Owner's Name _____

Bank Account Owner's Social Security Number _____

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's Signature Cynthia L. Martell (Co) Buyer's Signature

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

Buyer's Signature Cynthia L. Martell (Co) Buyer's Signature

SEE BACK FOR ADDITIONAL AGREEMENTS

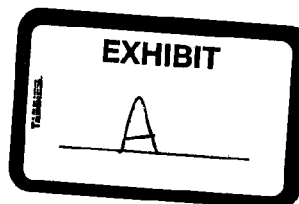
By signing below, the Seller accepts this contract.

Seller STATE COLLEGE FORD-L/H

By Mr. [Signature] 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



FILED

FEB 15 2000

William A. Shaw
Prothonotary

Magork pd \$80.00

lec Sherry Service

DONALD S. MAZZOTTA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FORD MOTOR CREDIT COMPANY

00-190-CD

VS

MARTELL, CYNTHIA L.

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 Hamr

CHESTER A. HAWKINS
SHERIFF

FILED

MAR 14 2000
018:45 p.m.
William A. Shaw
Prothonotary EAB

FORD MOTOR CREDIT COMPANY,

VS.

Defendant.

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

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

| | | |
|----------------------------|---|---------------|
| FORD MOTOR CREDIT COMPANY, |) | |
| |) | |
| Plaintiff, |) | |
| |) | NO. 00-190-CD |
| vs. |) | |
| |) | |
| 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 |
| TOTAL | \$9,265.01 |

* 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 Administration

| U.S. POSTAL SERVICE | |
|--|--|
| CERTIFICATE OF MAILING | |
| MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER | |
| Received From: | |
| -Law Offices of- | |
| DONALD S. MAZZOTTA, P.C. | |
| 938 Penn Avenue | |
| Pittsburgh, Pennsylvania 15222 | |
| One piece of ordinary mail addressed to: | |
| Cynthia L Martell | |
| RR 1 Box 525A | |
| Woodland, PA 16881 | |

Affix fee here in stamps or meter postage and post mark. Inquire of Postmaster for current fee.

St.

LD S. MAZZOTTA, P.C.

Plaintiff

15222

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

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

COMMONWEALTH OF PENNSYLVANIA)
) SS.
COUNTY OF ALLEGHENY)

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 7th day of April, 2000.


Notary Public

Notarial Seal
Michael Kelly, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Jan. 12, 2004
Member, Pennsylvania Association of Notaries

FILED

APR 19 2000

m/1:45/wr
William A. Shaw pp

Prothonotary za-

NO CERT COPY

NOTICE TO DEPT.

REC

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.

Real Debt \$9,265.01

CYNTHIA L. MARTELL

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