

00-196-CD
CREDEX AUTO LEASING & FINANCE, INC. -vs- LYNETTE L. BROOKS

CLEARFIELD COUNTY
COURT OF COMMON PLEAS
CIVIL TRIAL DIVISION

CREDEX AUTO LEASING & FINANCE,
INC.
30505 Bainbridge Road, Ste 150
Solon, OH 44139

vs.

LYNETTE L. BROOKS
RD2, Box 99
Clearfield, PA 16830

COMPLAINT - CIVIL ACTION

ALAN D. BUDMAN, ESQUIRE
I.D. No.: 26656
1150 Old York Road
Second Floor
Abington, PA 19001
(215) 884-1600

FILED

~~FILED~~ JUL 10 2000

William A. Shaw
Prothonotary

10 cc Surg

ATTORNEY FOR PLAINTIFF

NO. 00-796-60

NOTICE TO DEFEND

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

FILED

JUL 10 2000
11:53 am
William A. Shaw
Prothonotary

CIVIL ACTION

1. The Plaintiff is a corporation duly authorized to conduct business in the Commonwealth of Pennsylvania, engaged as a finance company, whose principal office is at 30505 Bainbridge Road, Suite 150, Solon, Ohio.

2. The Defendant, LYNETTE L. BROOKS, is an individual who is a resident of the Commonwealth of Pennsylvania, residing at RD2, Box 99, Clearfield, Pennsylvania.

3. On or about June 30, 1999, the defendant executed an agreement with the Plaintiff by which Defendant leased a motor vehicle through the Plaintiff. (a copy of which is attached hereto, made a part hereof, and marked Exhibit "A").

4. The Defendant agreed to pay the Plaintiff a monthly payment of \$218.77 per month for thirty (30) months, plus other charges, including a Vehicle Return Fee and Disposition Fee as included in Exhibit "A".

5. The Defendant also agreed to provide physical damage insurance on the said vehicle during the life of the lease. (a copy of which is attached hereto, made a part hereof, and marked Exhibit "B").

6. The defendant is in arrears in her payments, having made no payments since at December, 1999, and has failed to maintain physical damage insurance on the said vehicle as she had agreed.

7. The defendant owes the plaintiff a balance of \$6,740.20, as stated in the Account Affidavit attached hereto, made apart hereof, and marked Exhibit "C".

8. In addition to the amount stated in Exhibit "C", the defendant is also liable for interest at 6% per annum from December, 1999 to July, 2000 totalling \$235.91 and reasonable attorney fees of 20% totalling \$1,395.22.

9. All credits, if any, to which the defendant is entitled are set forth in Exhibit "C".

10. The amount of \$8,371.33 remains unpaid by the Defendant to date despite numerous requests by the Plaintiff for payment.

WHEREFORE, the Plaintiff demands judgment against the Defendant in the amount of \$8,371.33, plus additional interest from July, 2000, and costs.




ALAN D. BUDMAN
Attorney for Plaintiff

VERIFICATION

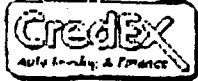
I, David N. Haynesworth, the Legal Coordinator of the within named plaintiff verify that the statements made in this pleading are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Sec. 4904, relating to unsworn falsification to authorities.

DATE:

6 - 26 - 00


BY: DAVID N. HAYNESWORTH
FOR: CREDEX AUTO LEASING
& FINANCE, INC.

**LEASE AGREEMENT
CLOSED-END
MONTHLY PAYMENTS**



LESSOR: CREDX AUTO LEASING
30505 BAINBRIDGE RD
STE 150
SOLON OH 44139
Lease Arranger (if applicable):
MIKE BELLAVANCE

LESSEE: LYNETTE L. BROOKS
RD 2 BOX 99
CLEARFIELD PA 16830
DL# 22 125 503
State: PA Date DL Issued: 2/23/99
Lease#:
DL#
State: PA Date DL Issued:

ase Date **6-30-99**

DESCRIPTION OF LEASED VEHICLE: ☐ New ☒ Used

the **CHEVY** Year **1995** Model **CAV** Body Style
VIN **1G1JC57157147928** Lic. No. (if known) Beginning Mileage **24,266**

DEFINITIONS: "You," "your" and "Lessee" mean each person or legal entity, jointly and individually, who signs this Lease agreement -- the "Lessee." "We," "us" and "Lessor" mean the Lessor who signs this Lease agreement and its successors and assigns. (The Lease Arranger, if one is identified above, is not a party to this actual Lease contract. Disclosures in this Lease are made on behalf of the Lessor and any Lease Arranger.)
AGREEMENT TO LEASE: You agree to lease the motor vehicle described in section 1 ("Vehicle") from us according to the terms included on pages 1 and 2 of this Lease agreement ("Lease"). The Federal Consumer Lending Act Disclosures are also contract terms of this Lease agreement except in sections 7, 10 & 11 which are made for disclosure purposes only.

Federal Consumer Lending Act Disclosures

Amount Due at Lease Signing or Delivery (Itemized Below): 2,000.64	5. Monthly Payments Your first Monthly Payment of \$ 218.77 is due on 6-30-99 , followed by payments of \$ 218.77 due on the 30 day of each month beginning JULY 30, 1999 . The total of your Monthly Payments is \$ 16,563.10	6. Other Charges (not part of your Monthly Payment) Disposition Fee (if you do not purchase the Vehicle) \$ 350.00 Total \$ 350.00	7. Total of Payments (The amount you will have paid by the end of the Lease) \$ 8,913.74
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8. Limitation of Amount Due at Lease Signing or Delivery

a) Amount Due at Lease Signing or Delivery: 1) Capitalized Cost Reduction \$ 1,543.00 2) First Monthly Payment 218.77 3) Refundable Security Deposit N/A 4) Title fees 42.00 5) Registration fees 50.00 6) TAX ON OWN PMT 138.87 (7) _____ (8) _____ (9) Total \$ 2,000.64	b) How the Amount Due at Lease Signing or Delivery Will Be Paid: (1) Not trade-in allowance \$ _____ (2) Refund and noncash credits \$ _____ (3) Amount to be paid in cash 2,000.64 (4) Total \$ 2,000.64
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9. Your Monthly Payment is Determined as Shown Below:

(a) Gross Capitalized Cost: The agreed upon value of the Vehicle is \$ 7,375.00 and any terms you pay over the Lease term (such as service contract, insurance, and any outstanding prior credit) or been financed. If you want no limitation of this amount, please initial here: X (Lessor Initials)	\$ 7,375.00
(b) Capitalized Cost Reduction: The amount of any net trade-in allowance, rebate, noncash credit, or cash you pay that reduces the Gross Capitalized Cost	- 1,543.00
(c) Adjusted Capitalized Cost: The amount used in calculating your Base Monthly Payment	- 5,832.00
(d) Residual Value: The value of the Vehicle at the end of the Lease term in calculating your Base Monthly Payment	- 2,381.25
(e) Depreciation And Any Amortized Amounts: The amount charged for the Vehicle's decline in value through normal use and for other items paid over the Lease term	- 3,450.75
(f) Rent Charge: The amount charged in addition to the Depreciation And Any Amortized Amounts	- 208.30
(g) Total of Base Monthly Payments: The Depreciation And Any Amortized Amounts plus the Rent Charge	- 3,659.05
(h) Lease Term: The number of months in your Lease	- 30
(i) Base Monthly Payment:	- 1219.77
(j) Monthly Sales Tax:	- 16.00
(k) <u>LEASE ADMINISTRATION FEE</u>	- 25.00
(l)	- N/A
(m) Total Monthly Payment:	- \$ 218.77

10. Early Termination: You may have to pay a substantial charge if you end this Lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated. The earlier you end the Lease, the greater the charge is likely to be.

11. Excessive Wear and Tear: You may be charged for excessive wear based on our standards for normal use and the mileage in excess of **15,000** miles per year at the rate of **12** per mile.

12. Purchase Option at End of Lease Term:
☐ You do not have an option to purchase the Vehicle at the end of the Lease term.
☒ You have an option to purchase the Vehicle at the end of the Lease term for \$ **2,581.25** plus the following additional costs and fees:
1,350.00 DISPOSITION FEE
 This purchase option price does not include official fees such as for title, tags, license and registration, which you will also be required to pay.

13. Other Important Terms: See your Lease documents for additional information on early termination, purchase option and maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

PA Notice: If you do not meet your contract obligations, you may lose the Vehicle and the right to use it under this Lease. AK and ND Notice: If this Lease is for a consumer purpose, then this Lease is CONSUMER PAPER.

14. DESCRIPTION OF TRADE-IN: Make: **N/A** Year: **N/A** Model: **N/A** Outstanding Prior Debt or Lease Balance on Trade-In (if any): **\$ 0.00**
15. ESTIMATED OFFICIAL FEES AND TAXES: The total ESTIMATED amount you will pay for official fees and taxes, registration, title, and taxes over the entire term of the Lease, whether included with your
16. WARRANTIES: The Vehicle is subject to the following express warranties that apply to this Lease:
☐ (a) The standard written manufacturer's warranty. This warranty is made by the manufacturer and NOT by the Lessor.
☒ (b) **N/A**

2. purchase option does not include official fees such as for taxes, tags, licenses and registration, which you will also be required to pay.
Other Important Terms: See your Lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

"U" means optional

PA Notice: If you do not meet your contract obligations, you may lose the vehicle and the right to use it under this Lease.
AK and SD Notice: If this Lease is for a consumer purpose, then this Lease is CONSUMER PAPER.

DESCRIPTION OF TRADE-IN: Make: 1977
Model: 1977
Standing Prior Credit or Lease Balance on Trade-In at any \$ 0

ESTIMATED OFFICIAL FEES AND TAXES: The total ESTIMATED amount you will pay for official and license fees, registration, etc. and for over the entire term of the Lease, whether included with your monthly payments or assessed otherwise, is \$ 824.77

ADDITIONAL FEES AND CHARGES: In addition to the other amounts listed in this Lease, you agree to pay the following:

SECURITY DEPOSIT: It included in the licensed Amount Due At Lease Signing or Delivery section (Section 11)(3)(i), you will give us a refundable Security Deposit in the amount indicated. It may be used in any way that you do not pay when due. After all your obligations are paid under this Lease, we will return any remaining amount to you. You will not be entitled to interest on your Security Deposit or to any other benefit, interest or profits that accrue to us as a result of holding the Security Deposit. No Security Deposit will be collected if this is a consumer purpose Lease governed by the law of West Virginia.

VEHICLE RETURN FEE: You will pay us a Vehicle Return Fee of \$ 1000.00 if this Lease is terminated before the end of the scheduled Lease term and the Vehicle is returned to us or to our agent. This Fee will not apply if the Lease ends only by your purchase of the Vehicle.

DISPOSITION FEE: You will pay us a Disposition Fee of \$ 350.00 when you return the Vehicle at the end of the scheduled Lease term. This Fee will not apply if the Lease ends early or if you buy the Vehicle at the end of the Lease term (if you have that option).

LATE CHARGE: Unless prohibited, you will pay us a Late Charge of \$ 20.00 for any Monthly Payment that is not paid in full within 5 days after it is due.

VOLUNTARY ADDITIONAL PROTECTIONS: You may buy any of the many VOLUNTARY protection plans. They are NOT required as part of this lease and will NOT be a factor in our decision to lease the Vehicle to you.

SERVICE CONTRACT: You may, but are not required to, purchase a Service Contract to cover POWERTRAIN and also drivability. This Service Contract will be in effect for TERM OF LEASE and will provide up to 35.00 mo. of coverage.

The coverage cost is \$ 35.00 mo.
Your signature below means you want the described Service Contract and that you reviewed and reviewed a copy of it. If no coverage or price is given above, you have declined any such coverage that we offered.

Robert B. B... Lessor Signature

CREDIT INSURANCE: Credit life and credit disability (sickness and health or accident and sickness) insurance are NOT required as part of this Lease and will NOT be a factor in our decision to lease the Vehicle to you. If you want such insurance, we will obtain a lot for you (if you qualify for coverage). We are quoting below ONLY the coverages that you have chosen to purchase.

Credit Life: Insured Single Joint Prem. \$ 11.11 Term 11.11
Credit Disability: Insured Single Joint Prem. \$ 11.11 Term 11.11

Your signature below means you want (only) the insurance coverages quoted above. If none are quoted, you have declined any coverages we offered.

Robert B. B... Lessee Signature

GAP WAIVER OR GAP COVERAGE: You are liable for the early termination charges in position 36 if this Lease ends early because the Vehicle is stolen and not recovered, or is lost or destroyed, or is damaged and we determine that it cannot or should not be repaired. On such termination, the amount of your insurance proceeds for the Vehicle may not be enough to pay the early termination charges. The difference is generally referred to as the "Gap" amount.

You may, but are not required to, purchase a Gap Waiver or Gap Coverage Contract ("Gap Product") to cover the "Gap" amount as it is specifically defined in the separate Gap Product. This Gap Product will be in effect for the entire term of the Lease and will provide up to 11.11 of coverage. The Gap Product costs \$ 11.11

Your signature below means you want the described Gap Waiver or Coverage Contract and that you reviewed and reviewed a copy of it. If no coverage or price is given above, you have declined any such coverage that we offered.

18. WARRANTIES: The Vehicle is subject to the following express warranties that apply to this Lease:
☐ (a) The standard written manufacturer's warranty. This warranty is made by the manufacturer and NOT by the Lessor.
☐ (b) N/A

By signing this Lease, you acknowledge receiving a copy of the above written warranties.

YOU UNDERSTAND THAT WE (THE LESSOR) MAKE NO EXPRESS OR IMPLIED WARRANTIES OTHER THAN THOSE DESCRIBED IN SUBSECTION (b) OF THIS SECTION (11) ANY. EXCEPT AS REQUIRED BY LAW, LESSOR MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY AND NO WARRANTY THAT THE VEHICLE IS FIT FOR A PARTICULAR PURPOSE. Except as provided above, you will take the Vehicle AS IS and WITH ALL FAULTS. We do not exclude any warranty of merchantability and fitness for a particular purpose if: (a) the Lease is subject to Massachusetts law, or (b) the Lease is for a consumer or agricultural purpose and is subject to West Virginia law.

19. OPTION TO PURCHASE BEFORE THE END OF THE LEASE TERM: You have the option to purchase the Vehicle any time after 1 yr. months of this Lease as long as we have not declared the Lease to be in default. You must give us at least 30 days prior notice of your intent to purchase. The Vehicle sale price will be the sum of: (a) all official fees, taxes and other costs incurred for the purchase (or to prepare the Vehicle for purchase) and all other fees and charges from date or date due under the Lease; and (b) N/A

20. OPTION TO PURCHASE AT THE END OF THE LEASE TERM: The Purchase Option at End of Lease Term section in the Federal Consumer Leasing Act (Disclosures (Section 12) describes your option to purchase the Vehicle at the end of the scheduled Lease term (if any), and the Vehicle's purchase price. If you have this option, it is available only if we have not already declared the Lease to be in default. You also must give us at least 30 days prior notice of your intent to purchase.

21. ASSIGNMENTS AND TRANSFERS: We may sell, assign, or in any other way transfer our rights and responsibilities in the Vehicle and this Lease.

YOU WILL NOT SUBLEASE THE VEHICLE, ASSIGN, PLEDGE OR PERMIT A SECURITY INTEREST TO BE CREATED IN, OR IN ANY OTHER WAY TRANSFER YOUR INTERESTS OR RESPONSIBILITIES IN THE VEHICLE AND IN THIS LEASE. We may, at our discretion, give you permission to make a transfer that is otherwise prohibited. Such permission must be given in writing prior to any transfer.

22. PRIMARY USE OF THE VEHICLE: You intend to use the Vehicle primarily for personal, family or household purposes unless you initial below:

☐ The Vehicle will be used primarily for business, commercial or agricultural purposes.

23. ENTIRE AGREEMENT: This Lease contract contains your and our entire agreement. There are no unwritten agreements regarding this Lease contract. Any changes to this Lease contract must be in writing and signed by you and by us.

Robert B. B... Lessor Signature

24. LESSEE SIGNATURE(S): YOU AGREE TO ALL THE PROVISIONS ON PAGES 1 AND 2 OF THIS LEASE. YOU HAVE READ PAGES 1 AND 2 OF THIS LEASE AND ACKNOWLEDGE RECEIVING A COMPLETED COPY OF THIS LEASE.

Lessee: Robert B. B... Date: 11.11

Title (business leases):
Lessee: Robert B. B... Date: 11.11

Title (business leases):
Lessee: Robert B. B... Date: 11.11

25. LESSOR SIGNATURE: By signing below, Lessor agrees to the terms and conditions contained on pages 1 and 2 of this Lease and provides:

(a) Lessee DL Inspection. The Lessor requested each Lessee's driver's license and compared and verified the signature on each license with a signature of each Lessee, written in Lessor's presence. Lessor believes that each Lessee providing such information is currently licensed to drive by the state of his/her residence.

(b) Assignment. Lessor assigns this Lease and all rights and title to the Vehicle to the Assignee identified below (if any):
Assignee Name: CUSTOMER IMPRINT
Address: UMPHREY AREA D

This assignment is subject to a separate Assignment Agreement between the Lessor and Assignee.

Lessor: Robert B. B... Date: 11.11

26. GENERAL TERMS: You agree that the law of the state, where this contract is signed will govern this Lease, unless prohibited. If any part of this Lease cannot be enforced, the rest of the Lease will still be enforceable.

27. VEHICLE USE: You agree: (a) to allow the Vehicle only to be operated by licensed drivers for lawful purposes and in a lawful manner; (b) to operate the Vehicle only as recommended by the manufacturer; (c) not to use the Vehicle as a taxi or for other public or private hire or delivery; (d) not to use the Vehicle in a way that causes the cancellation or suspension of any warranty, insurance or other similar Vehicle protection agreement; (e) not to take the Vehicle out of the state where you reside for more than 30 consecutive days without our prior written approval; and (f) not to take the Vehicle out of the United States without our prior written approval.

28. MAINTENANCE AND OPERATING COSTS: You agree to keep the Vehicle in the same condition as when you received it, except for reasonable wear and mileage. You agree to service and maintain it as recommended by the manufacturer and as needed to keep it in good operating condition. You also agree to maintain the Vehicle so that any warranties or similar agreements remain effective and so that it passes all inspections required by law. You are responsible for paying all costs of the Vehicle's service, repair and maintenance and all the costs of its operation, including the costs of gas, oil, parking and storage, etc. You agree to make the Vehicle available to us for inspection during the Lease Term at any reasonable time and location that we request.

29. TITLING, OFFICIAL FEES AND TAXES: You understand and agree that this agreement is a lease only. We own the Vehicle, and it will be titled in our name or in the name of our assignee. You have no ownership interests in the Vehicle except for any future options to purchase provided in this Lease.

You agree to pay all title, registration, license, sales, use, excise, personal property, ad valorem, inspection, testing and all other taxes, fees and charges imposed by government authorities in connection with the Vehicle and this Lease during the Lease Term, except our income taxes. If such amounts are assessed for a period during the Lease Term, you will pay them even if they become due after the Lease Term. We may, at our discretion, determine the timing and procedures for payment of these amounts. You will promptly pay these amounts as they come due unless otherwise indicated in this Lease. The actual total of official fees and taxes that you pay may be higher or lower than our estimate (given in section 15) depending on the tax rates in effect or the value of the Vehicle at the time a fee or tax is assessed.

30. REQUIRED INSURANCE: You agree to provide at least the following insurance coverage ("Required Insurance") on the Vehicle at all times during this Lease: (a) LIABILITY for bodily injury or death of others in an amount of at least \$100,000 per person and \$300,000 per occurrence; (b) LIABILITY for property damage to others in an amount of at least \$50,000; and (c) COLLISION and COMPREHENSIVE (including fire and theft coverage) with a deductible not to exceed \$500. You agree to provide the insurance at your own expense with a duly licensed insurer of your choice who is reasonably acceptable to us. This insurance may be provided through existing policies that you own or control. You also agree to name us or our assignee as loss payee and additional insured. The insurance policy must provide for at least 10 days advance notice to us of any cancellation or other material change in coverage. At our request, you will promptly provide us with written proof of insurance. You will promptly contact us in writing if any of the insurance provider information changes. You authorize us to endorse your name on any check we receive for insurance proceeds.

NOTICE: Liability insurance coverage for bodily injury and motor vehicle damage caused to others is not included in this Lease.

31. DAMAGE TO THE VEHICLE AND INSURANCE CLAIMS: You will notify us in writing immediately after any loss to person or property occurs involving the Vehicle in any way. You will also notify us in writing immediately upon receiving notice of any demand, claim or suit involving the Vehicle in any way. You agree to fully cooperate with us and with your insurer in any investigation, suit or other action resulting from the use or control of the Vehicle.

You agree to repair or compensate us for any loss or damage to the Vehicle that occurs during this Lease. If the Vehicle is damaged, we will decide if it is repairable and if it should be repaired. If the Vehicle is repaired, you will apply to the costs of repair any insurance proceeds you receive for its loss or damage. You understand that you must pay for any loss or damage that is not paid by insurance proceeds. You also must keep making any payments as they come due during this Lease even if the Vehicle is damaged or unusable for a period of time. The THEFT, LOSS OR UNREPAIRABLE DAMAGE section describes what happens if we decide that the Vehicle cannot or should not be repaired.

35. LEASE TERMINATION: This Lease will end ("terminate") when one of the following events occurs, whichever happens first: (a) You choose to end the Lease early and return the Vehicle to us; (b) You choose to buy the Vehicle (if you have that option); (c) You return the Vehicle at the end of the scheduled Lease Term; (d) We terminate the Lease because the Vehicle is stolen and not recovered, or is lost or destroyed, or is damaged and we determine that it cannot or should not be repaired or replaced; (e) We terminate the Lease due to your default. On termination, you will pay the amounts agreed in this Lease. **You are not entitled to keep the Vehicle past the end of the scheduled Lease Term or the date of early termination without our prior consent.**

36. EARLY TERMINATION: This section applies if the Lease terminates before the end of the scheduled Lease Term. It does not apply if you choose to buy the Vehicle before the end of the scheduled Lease Term. On early termination, you will return the Vehicle to us. You will deliver it to our address or to another reasonable location at our request.

(a) Early Termination Liability. On early termination, you agree to pay us:

- (1) A VEHICLE RETURN FEE, if any (section 16(b));
- (2) All accrued and unpaid amounts that are due or past due at that time (including amounts described in the REMEDIES section);
- (3) The amount by which the "Adjusted Lease Balance" is greater than the "Realized Value" of the Vehicle. (If the Realized Value is greater than the Adjusted Lease Balance, this amount will be applied as a credit toward your liability) and;
- (4) All official fees and taxes imposed in connection with the Lease termination.

(b) Determining the Adjusted Lease Balance. Your early termination liability under this section will be calculated using the "Adjusted Lease Balance." The Adjusted Lease Balance at the beginning of this Lease is equal to the Adjusted Capitalized Cost (section 9(c)). Assuming that all Base Monthly Payments (section 9(i)) are made on time and you keep all your other Lease obligations, the Base Monthly Payments will be applied to reduce the Adjusted Lease Balance so that at the end of the Lease Term the Adjusted Lease Balance equals the Vehicle's Residual Value (section 9(d)).

Your Base Monthly Payment will be applied first to the Rent Charge which is earned and charged each month in a way that is similar to interest for loans. Section 9(f) gives the total Rent Charge that we will earn over the scheduled Lease Term. We will earn the Rent Charge at a constant rate throughout the scheduled Lease Term. We will calculate the amount of the Rent Charge earned each month by applying the applicable constant rate to the Adjusted Lease Balance. The remainder of your Base Monthly Payment (if any) will be applied each month to reduce the Adjusted Lease Balance.

Each month, the portion of the Rent Charge paid out of your Base Monthly Payment will be subtracted from the total Rent Charge to be earned over the scheduled Lease Term (section 9(f)). The difference is the "unearned" Rent Charge at that time.

At any given time, the Adjusted Lease Balance is equal to: (1) the Vehicle's Residual Value (section 9(d)), plus (2) the total of all remaining unpaid Base Monthly Payments, minus (3) the amount of the unearned Rent Charge at that time.

(c) Determining the Realized Value. If the law so requires, we will send you a notice and wait any required period of time before taking action to establish the Vehicle's Realized Value. Unless otherwise required by law, the Realized Value will be determined in one of the following ways: (1) by a written agreement between you and us reached within 15 days of the Vehicle's return; (2) by the professional appraisal of an independent third party agreed to by you and us and obtained at your expense within 15 days of the Vehicle's return (or a longer period, if all parties so agree or if the law so requires). The appraisal shall be of the Vehicle's wholesale value and shall be final and binding on both you and us; or (3) if it is not determined within 15 days of the Vehicle's return, we will determine the Realized Value in accordance with accepted practices in the automobile industry for determining the wholesale value of used vehicles by obtaining a wholesale cash bid for the purchase of the Vehicle or by disposing of the Vehicle in an otherwise commercially reasonable manner. If a bid procedure is used, you may have the right to submit a cash bid which we will consider along with any other offers we may receive. We do not have to sell the Vehicle but will use the highest offer amount we receive in calculating your liability. The Realized Value will be zero if the Vehicle is not returned to us. If this Lease is governed by Nevada law, you may submit to us a written bid for the purchase of the Vehicle at any time before we establish its Realized Value.

use in writing immediately after the loss of or property occurs involving the Vehicle in any way. You will also notify us in writing immediately upon receiving notice of any demand, claim or suit involving the Vehicle in any way. You agree to fully cooperate with us and with your insurer in any investigation, suit or other action resulting from the use or control of the Vehicle.

You agree to repair or compensate us for any loss or damage to the Vehicle that occurs during this Lease. If the Vehicle is damaged, we will decide if it is repairable and if it should be repaired. If the Vehicle is repaired, you will apply to the costs of repair any insurance proceeds you receive for its loss or damage. You understand that you must pay for any loss or damage that is not paid by insurance proceeds. You also must keep making any payments as they come due during this Lease even if the Vehicle is damaged or unusable for a period of time. The THEFT, LOSS OR UNREPAIRABLE DAMAGE section describes what happens if we decide that the Vehicle cannot or should not be repaired.

32. THEFT, LOSS OR UNREPAIRABLE DAMAGE: If the Vehicle is stolen and not recovered, or is lost or destroyed, or is damaged and we determine that it cannot or should not be repaired, then we will decide whether to continue or terminate this Lease. If it is continued, you agree to accept a reasonable substitute vehicle of similar value, condition, mileage and accessories to replace the original Vehicle. If we terminate the Lease under this section, the event will be treated as an early termination and you will be required to pay the amounts described in the EARLY TERMINATION section. On such early termination, you agree to release to us all insurance or other proceeds you receive for damages or loss to the Vehicle (including any premium refunds on the Required Insurance) up to the amount you owe us.

33. DEFAULT: You will be in default on this Lease if any one of the following occurs (except as prohibited by law):

- (a) You fail to make any payment when it is due;
- (b) You fail to perform any material obligation that you have undertaken in this Lease (which includes doing something you have agreed not to do);
- (c) The Vehicle is seized, confiscated or levied upon by legal or governmental process;
- (d) You fail to provide the Required Insurance on the Vehicle or fail to provide proof of such coverage after we request it;
- (e) Anything else happens that creates a default according to applicable law.

If this Lease is in default, we may exercise our remedies against any or all Lessees.

34. REMEDIES: If this Lease is in default, we may take any one or more of the following actions. If the law requires us to do so, we will give you notice and wait any period of time required before taking these actions. We may:

- (a) Terminate this Lease and your rights to use the Vehicle;
- (b) Take any reasonable action to correct your default or to prevent our loss (including, for example, purchasing insurance that you agreed to provide). Any amount we pay will be added to the amount you owe us and will be immediately due;
- (c) Require you to return the Vehicle and any related records or make them available to us in a reasonable manner;
- (d) Take back the Vehicle by legal process or self help, but in doing so, we may not breach the peace or violate the law;
- (e) Use any other remedy available to us in this Lease or by law.

You agree that, subject to your right to recover such property, if any, we may take possession of personal property left in or on the Vehicle when we take back the Vehicle.

You agree to repay us for any reasonable amounts we pay to correct or cover your default, unless prohibited by law. You also agree to reimburse us for any costs and expenses we incur in the Vehicle's return and disposition or resulting from early termination, unless prohibited by law. This amount includes, for example, our court costs and reasonable attorneys' fees. Your responsibility to pay for our attorneys' fees is subject to any limitations provided by the applicable state law. If this Lease is subject to Colorado law, the fee will not exceed 15% of the unpaid debt if the Lease is for consumer purposes, unless otherwise directed by the court. If this Lease is subject to Georgia law, the fees are recoverable up to 15% of the amount owing. If this Lease is subject to Ohio law, you will not be responsible to pay for our attorneys' fees. Other limitations may apply in other states.

By choosing any one or more of these remedies, we do not give up our right to use another remedy. By deciding not to use any remedy should this Lease be in default, we do not give up our right to use that remedy if the same kind of default happens again.

to by you and us and obtained at your expense within 15 days of the Vehicle's return (or a longer period, if all parties so agree or if the law so requires). The appraisal shall be of the Vehicle's wholesale value and shall be final and binding on both you and us; or (3) if it is not determined within 15 days of the Vehicle's return, we will determine the Realized Value in accordance with accepted practices in the automobile industry for determining the wholesale value of used vehicles by obtaining a wholesale cash bid for the purchase of the Vehicle or by disposing of the Vehicle in an otherwise commercially reasonable manner. If a bid procedure is used, you may have the right to submit a cash bid which we will consider along with any other offers we may receive. We do not have to sell the Vehicle but will use the highest offer amount we receive in calculating your liability. The Realized Value will be zero if the Vehicle is not returned to us. If this Lease is governed by Nevada law, you may submit to us a written bid for the purchase of the Vehicle at any time before we establish its Realized Value.

37. SCHEDULED TERMINATION: Unless this Lease ends under another section of this agreement, you will return the Vehicle to us on the last day of the scheduled Lease Term. You agree to return it to our address or to another reasonable location that we may request. You may return the Vehicle up to 15 days before the last day of the scheduled Lease Term at your option and for your own convenience, without any adjustment (charges or credits) for an "early" return.

On termination under this section, you agree to pay us:

- (a) A DISPOSITION FEE, if any, described in section 16(c);
- (b) An EXCESS WEAR CHARGE and an EXCESS MILEAGE CHARGE, if any, described in the EXCESS WEAR AND MILEAGE section; and
- (c) All other amounts then due or past due under this Lease.

These amounts are due and payable at the time you return the Vehicle or as soon thereafter that they can be determined unless otherwise provided by law. You will also pay us for all reasonable losses and expenses we incur if you fail to return the Vehicle at the end of the scheduled Lease Term.

38. EXCESS WEAR AND MILEAGE: When you return the Vehicle at the end of the scheduled Lease Term, you agree to pay an EXCESS WEAR CHARGE for any excessive wear to the Vehicle. The EXCESS WEAR CHARGE will be equal to the actual or estimated costs of repair, or the estimated loss in its value, because of any excessive wear (even if we do not repair the Vehicle):

Excessive wear includes:

- (a) mechanical damage, failure or defect, (b) exterior parts, grilles, bumpers, trim, paint and glass that are dented, scratched, chipped, discolored or otherwise damaged, missing or worn beyond ordinary use, (c) interior parts, upholstery, dashboard, carpeting or trunk liner that are stained, torn, burned or otherwise damaged, missing or worn beyond ordinary use, (d) accessories, tools and equipment included with the Vehicle when delivered that are missing, damaged or not in proper working order; (e) tires that are unsafe, have less than 1/8 inch tread at the shallowest point or are not a part of a matching set of four, (f) any other part or condition that causes the Vehicle to be unsafe or unlawful to use, (g) any other damage or wear that together cost more than \$50 to repair or replace.

We will notify you of the amount of these charges and provide any other related information as may be required by law. The charges will be due as soon as the amount is determined unless otherwise provided by law. If this Lease is subject to Connecticut law, the amount of these charges will be determined using the procedure required in Connecticut Public Law 95-337.

When you return the Vehicle at the end of the scheduled Lease Term, you agree to pay any EXCESS MILEAGE CHARGE as described in section 11, Excessive Wear and Use.

39. INDEMNITY: To the fullest extent permitted by law and unless otherwise prohibited by law, you agree to indemnify and hold us harmless and our successors and assigns from all liability, claims, losses, demands, damages of all kinds, expenses (including reasonable legal fees and expenses, unless prohibited), fines and penalties we suffer or incur resulting from the possession, operation, condition, maintenance or use of the Vehicle during the Lease Term.

40. NOTICES: Unless otherwise required by law, you agree that any notice we provide you will be reasonable and sufficient if it is sent by first class mail, addressed to you at the address given in this Lease or to your last known address as reflected in our records. You will notify us in writing within 30 days of any change in your address or in the address where the Vehicle will be garaged:

06/30/1999 21:45 7248634431

TOM BONSALL

PAGE 02

Form Must Be Complete and Legible

Please Forward The ATS, G.M.A.C., and Agent Copies to G.M.A.C.

AGREEMENT TO PROVIDE ACCIDENTAL PHYSICAL DAMAGE INSURANCE

I provide protection against serious financial loss should an accident or damage occur. I understand that my installment contract requires that the vehicle be continuously covered with insurance against the risks of fire, theft and collision, and that failure to provide such insurance with General Motors Acceptance Corporation the right to declare the entire unpaid balance immediately due and payable. Accordingly, I have arranged for the required insurance through the insurance company shown below and have requested that the policy contain a loss payable endorsement in favor of General Motors Acceptance Corporation located at:

lienholder: General Motors Acceptance Corporation BR # 004
P.O. Box 2525
Hudson, OH 44236-0025

NAMED INSURED:	FIRST CREDEX	MIDDLE A	LAST CREDEX AUTO LEA
ADDRESS	NUMBER 30505	STREET BAINBRIDGE ROAD	CITY SOLON OH STATE OH ZIP CODE 44139
TEL. NO.	() (412)380-1400		

G.M.A.C. ACCOUNT NUMBER 0620
--

NAMED PURCHASER:	FIRST CREDEX AUTO LEASING & FINANCE INC	MIDDLE	LAST
ADDRESS	NUMBER 30505	STREET BAINBRIDGE ROAD	CITY SOLON OH STATE OH ZIP CODE 44139
TEL. NO.	() (412)380-1400		

ENGINE REQUIRED:	YEAR 95	MAKE CHEVROLET	BODY SO	MODEL CAVALIER	VEHICLE IDENTIFICATION NUMBER 1G1JC5247S7147928
-------------------------	----------------	-----------------------	----------------	-----------------------	--

VEHICLE USE: ☐ Private Passenger ☐ Commercial Auto and Trailer

Radius of Haul ☐ Public Livery ☐ All Other

INSURANCE AGENT PLEASE PRINT CLEARLY FULL AND EXACT ADDRESS TO APPEAR IN WINDOW ENVELOPE

NAME	GEICO CASUALTY CO
NUMBER AND STREET	ONE GEICO BOULEVARD
CITY	FREDERICKSBURG VA 22412
AGENT'S TELEPHONE NUMBER	() 800/841/3000

AGENTS COMMENT

AGENTS COMMENT

NAMED INSURED - SIGN *[Signature]*

DEALER CONFIRMATION:

() AGENCY	(X) INSURANCE CARRIER	NAME OF PERSON CONTACTED KELLY	G.M.A.C. LOSS PAYEE () Yes () No
-------------------	------------------------------	---------------------------------------	---

Confirmed By *[Signature]* **DATE**

DEALER KENNY ROSS CHEVROLET

EXHIBIT "B"

CREDEX AUTO LEASING & FINANCE, INC.

ACCOUNT AFFIDAVIT

LESSEE NAME LYNETTE BROOKS

DATE OF LEASE 6/3/99

DATE OF LOSS 1/1/00

PAYOFF FIGURE WAS DETERMINED USING THE FOLLOWING FORMULA:

\$7,375.00	Capital Cost
+ <u>100.00</u>	Plate
\$7,475.00	
- <u>1,543.00</u>	Down Payment
\$5,932.00	
- <u>541.80</u>	5 Payments of Depreciation @ \$108.36
\$5,390.20	
+ 1,000.00	Early Termination Fee
+ <u>350.00</u>	Disposition Fee
\$6,740.20	

The above is true and correct and is based on information in the books and records of account maintained by the Plaintiff.

DATE:

6 - 27 - 00



DAVID N. HAYNESWORTH
LEGAL COORDINATOR

EXHIBIT "C"

ALAN D. BUDMAN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CREDEX AUTO LEASING & FINANCE

00-796-CD

VS

BROOKS, LYNETE L.

COMPLAINT

SHERIFF RETURNS

NOW JULY 11, 2000 AT 11:46 AM DST SERVED THE WITHIN
COMPLAINT ON LYNETTE L. BROOKS, DEFENDANT AT RESIDENCE RD 2
BOX 99, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY
HANDING TO LINDA ARDARY, MOTHER A TRUE AND ATTESTED COPY OF
THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS
THEREOF.

SERVED BY: DAVIS/MORGILLO

19.00 SHFF. HAWKINS PAID BY: ATTY

10.00 SURCHARGE PAID BY: ATTY

SWORN TO BEFORE ME THIS

20th DAY OF July 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 Maury Shaw

CHESTER A. HAWKINS
SHERIFF

FILED

JUL 20 2000

10:39 am
William A. Shaw
Prothonotary

ALAN D. BUDMAN, ESQUIRE
Identification No. 26656
1150 Old York Road
Second Floor
Abington, PA 19001
(215) 884-1600

ATTORNEY FOR PLAINTIFF

CREDEX AUTO LEASING & FINANCE, INC. :

CLEARFIELD COUNTY
COURT OF COMMON PLEAS
CIVIL TRIAL DIVISION

vs.

⁶⁴LYNETTE L. BROOKS

No.: 00-796-00

PRAECIPE FOR JUDGMENT BY DEFAULT,
ASSESSMENT OF DAMAGES AND CERTIFICATION

TO THE PROTHONOTARY:

Enter Judgment in favor of Plaintiff and against LYNETTE L.
BROOKS, defendant for want of an answer

<u> X </u>	Assess Damages as Follows:	
	Debt	\$8,371.33
	Interest	\$ 41.86
	Total	\$8,413.19

I certify that the foregoing assessment of damages is for
specified amounts alleged to be due in the complaint and is
calculable as a sum certain from the complaint.

FILED

AUG 21 2000

18:55
William A. Shaw
Prothonotary

1 CENT TO ATT
NOTICE TO DEPT

20-
07
AT07

QPS

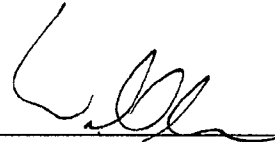
It is hereby certified by the undersigned that Notice of Intention to Take Default Judgment, a true and correct copy of which is attached hereto as Exhibit "A" and made a part hereof, was sent by 1st class mail to the Defendant, LYNETTE L. BROOKS, individually, on August 2, 2000, to the address set forth in said notice.



Alan D. Budman
Attorney for Plaintiff

ASSESSMENT OF DAMAGES

AND NOW, this 21ST day of August, 2000, Judgment is entered in favor of Plaintiff, CREDEX AUTO LEASING & FINANCE, INC. and against LYNETTE L. BROOKS, by Default for failure to file an Answer, and Plaintiff's damages are assessed at the sum of \$8,413.19 as per the above.



PROTHONOTARY

ALAN D. BUDMAN, ESQUIRE
Identification No. 26656
1150 Old York Road
Second Floor
Abington, PA 19001
(215) 884-1600

ATTORNEY FOR PLAINTIFF

CREDEX AUTO LEASING & FINANCE, INC. : CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
: CIVIL TRIAL DIVISION
vs. :
:
:
:
LYNETTE L. BROOKS : No.: 00-796-00

Defendant

NOTICE OF INTENTION TO TAKE DEFAULT

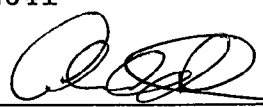
TO: LYNETTE L. BROOKS
RD2, Box 99
Clearfield, PA 16830

DATE OF NOTICE: August 2, 2000

IMPORTANT NOTICE

You are in default because you have failed to enter a written appearance personally or by attorney and file in writing with the court your defenses or objections to the claims set forth against you. Unless you act within ten days from the date of this notice as set forth above, 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 out where you can get legal help:

LAWYER REFERRAL SERVICE
David S. Meholick, Court Administrator
1 North 2nd Street
Clearfield, PA 16830
Telephone: 1-814-765-2641


Alan D. Budman
Attorney for Plaintiff

ALAN D. BUDMAN, ESQUIRE

Identification No. 26656
1150 Old York Road
Second Floor
Abington, PA 19001
(215) 884-1600

ATTORNEY FOR PLAINTIFF

CREDEX AUTO LEASING & FINANCE, INC. :

CLEARFIELD COUNTY
COURT OF COMMON PLEAS
CIVIL TRIAL DIVISION

vs. :

LYNETTE L. BROOKS :

No.: 00-796-00

Defendant

NOTICE OF INTENTION TO TAKE DEFAULT

TO: LYNETTE L. BROOKS
RD2, Box 99
Clearfield, PA 16830

DATE OF NOTICE: August 2, 2000

IMPORTANT NOTICE

You are in default because you have failed to enter a written appearance personally or by attorney and file in writing with the court your defenses or objections to the claims set forth against you. Unless you act within ten days from the date of this notice as set forth above, 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 out where you can get legal help:

LAWYER REFERRAL SERVICE

David S. Meholic, Court Administrator
1 North 2nd Street
Clearfield, PA 16830
Telephone: 1-814-765-2641



Alan D. Budman
Attorney for Plaintiff

EXHIBIT "A"



OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS

To: LYNETTE L. BROOKS
RD 2, Box 99
Clearfield, PA 16830

CREDEX AUTO LEASING & FINANCE, INC.

COURT OF COMMON PLEAS

Term, 19

vs.
LYNETTE L. BROOKS

No. 00-796-00

NOTICE

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a Judgment has been entered against you in the above proceeding as indicated below.

Amount 8,413.12 on Aug. 21, 2000

Call
Prothonotary

- ☒ Judgment by Default
☐ Money Judgment
☐ Judgment in Replevin
☐ Judgment for Possession
☐ Judgment on Award of Arbitration
☐ Judgment on Verdict
☐ Judgment on Court Findings

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL:

ATTORNEY ALAN D. BUDMAN Esquire
(Insert Attorney's Name)

at this telephone number: (215) 884-1600

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

CREDEX AUTO LEASING & FINANCE,
INC.

Plaintiffs (s)

Vs.

LYNETTE L. BROOKS
Defendant (s)

Docket: 281

No.: 00-796-CD

Real Debt: \$8,413.19

Atty's Comm:

Costs: \$

Int. From:

Entry: \$20.00

Instrument: DEFAULT JUDGMENT

Date of Entry: AUGUST 21, 2000

Expires: AUGUST 21, 2005

Certified from the record this 21st day of August, 2000.

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

ALAN D. BUDMAN, ESQUIRE
Identification No. 26656
1150 Old York Road
Second Floor
Abington, PA 19001
(215) 884-1600

Attorney for PLAINTIFF

CREDEX AUTO LEASING & FINANCE, INC.

: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
: CIVIL TRIAL DIVISION
:
:
:
:

v.

14
LYNETTE L. BROOKS

: No.: 00-796-CD

PRAECIPE FOR WRIT OF EXECUTION - MONEY JUDGMENTS

To the Prothonotary:

ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER.

(1) Directed to the Sheriff of Clearfield County,
PA;

(2) against LYNETTE L. BROOKS
_____ Defendant(s);

(3) and against _____ Garnishee(s);

(4) and index this writ

(a) against LYNETTE L. BROOKS
_____ Defendant(s)

and

(b) against _____
_____ Garnishee(s),

as a lis pendens against the real property of the defendant(s)
in the name of the Garnishee(s). Specifically describe property
per attached property description): any and all personal property

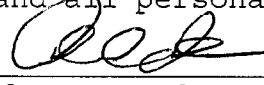
(5) Amount due: \$8,413.19

[Stamp] Interest from: 8/21/00

Total: \$ _____

OCT 31 2000

Wm. A. Shaw
Prothonotary


Alan D. Budman
Attorney for Plaintiff

ALAN D. BUDMAN, ESQUIRE
Identification No. 26656
1150 Old York Road
Second Floor
Abington, PA 19001
(215) 884-1600

Attorney for PLAINTIFF

CREDEX AUTO LEASING & FINANCE, INC.	:	CLEARFIELD COUNTY
	:	COURT OF COMMON PLEAS
	:	CIVIL TRIAL DIVISION
v.	:	
	:	
	:	
LYNETTE L. BROOKS	:	No.: 00-796-CD

WRIT OF EXECUTION NOTICE

This paper is a writ of execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. **A summary of the major exemptions is listed below.** You may have other exemptions or other rights.

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 Statutory exemption.
2. Bibles, school books, sewing machines, uniforms, and equipment.
3. Most wages and unemployment compensation.
4. Social security benefits.
5. Certain retirement funds and accounts.
6. Certain veteran and armed forces benefits.
7. Certain insurance proceeds.
8. Such other exemptions as may be provided by law.

If you have an exemption, you should do the following promptly:

- (1) fill out the attached claim form and demand for a prompt hearing.
- (2) Deliver the form or mail it to the sheriff's office at the address noted.

You should come to court ready to explain your exemption. If you do not come to court and prove your exemption, you may lose some of your property.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO 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.

LAWYER REFERRAL SERVICE
DAVID S. MEHOLICK, COURT ADMINISTRATOR
1 NORTH 2ND STREET
CLEARFIELD, PA 16830
(814) 765-2641

ALAN D. BUDMAN, ESQUIRE
Identification No. 26656
1150 Old York Road
Second Floor
Abington, PA 19001
(215) 884-1600

Attorney for PLAINTIFF

CREDEX AUTO LEASING & FINANCE, INC.

v.

LYNETTE L. BROOKS

: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
: CIVIL TRIAL DIVISION
:
:
:

: No.: 00-796-CD

CLAIM FOR EXEMPTION

To the Sheriff:

I, the above-named defendant, claim exemption of property from levy or attachment:

1. From my personal property in my possession which has been levied upon,

a. I desire that my \$300 statutory exemption be:

___ (1) set aside in kind (specify property to be set aside in kind);

___ (2) paid in cash following the sale of the property levied upon; or

b. I claim the following exemption (specify property and basis of exemption): _____

2. From my property which is in the possession of a third party, I claim the following exemptions:

a. my \$300 statutory exemption:

___ (1) in cash;

___ (2) in kind (specify property): _____.

b. Social Security benefits on deposit in the amount of \$_____;

c. other (specify amount and basis of exemption): _____.

CLAIM FOR EXEMPTION - Continued

I request a prompt court hearing to determine the exemption.

Notice of the hearing should be given to me at _____

(Address)

(Telephone)

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. S4904 relating to unsworn falsification to authorities.

Date: _____

Signature of Defendant

THIS CLAIM TO BE FILED WITH
THE OFFICE OF THE SHERIFF OF CLEARFIELD COUNTY
COURT HOUSE
CLEARFIELD, PENNSYLVANIA 16830

To Sheriff Chester A. Hawkins, 20__
Court House
Clearfield, PA

Sir:--There will be placed in your hands for service a Writ of
Execution, Styled as follows:

Credex Auto Leasing & Finance vs. Lynette L. Brooks
Plaintiff Defendant

No. 796-CD Term 2000

Instructions

If Writ of Execution, state what shall be seized and levied upon, and in what order. If Real Estate, attach copies of description together with location of premises. In all services give information as to parties to be served with addresses, etc.

WAIVER OF WATCHMAN -- Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whoever is found in possession, after notifying person of such levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

Additional costs shall be advanced when Sheriff is ordered to proceed to sale.



Attorney for Plaintiff

\$ _____
Enclosed

CERTIFICATE TO SHERIFF

Sheriff's Office
Court House
Clearfield, PA 16830

(Please check appropriate square in each section)

Re: Amended RCP 3123a
CREDEX AUTO LEASING & FINANCE
vs
LYNETTE L. BROOKS

DEBTOR'S EXEMPTION

Prothy No. 00-796-CD

I HEREBY CERTIFY THAT:

1. The judgment entered in the above matter is based on an action:

- ☒ A. In Assumpsit (Contract)
- ☐ B. In Trespass (Accident)
- ☐ C. In Mortgage Foreclosure
- ☐ D. On a note accompanying a purchase money mortgage and the property being exposed to sale is the mortgaged property.

2. The defendant(s) own the property being exposed to sale as:

- ☒ A. An individual
- ☐ B. Tenants by Entireties
- ☐ C. Joint tenants with right of survivorship
- ☐ D. A Partnership
- ☐ E. Tenants in Common
- ☐ F. A corporation

3. The defendant(s) is (are):

- ☒ A. Resident in the Commonwealth of Pennsylvania
- ☐ B. Not resident in the Commonwealth of Pennsylvania
- ☐ C. If more than one defendant and either A or B above not applicable, state which defendants are residents of the Commonwealth of Pennsylvania.

Residents: _____

This certification must be signed by the attorney of record if an appearance has been entered otherwise certification must be signed by plaintiff.

Name Alan D. Budman

Phone No. (215) 884-1600

Signature 

Address 1150 Old York Road
Second Floor
Abington, PA 19001

PROPERTY CLAIM

In the matter of CREDEX AUTO LEASING & FINANCE Plaintiff

00-796-CD
Term and No.

vs.

LYNETTE L. BROOKS Defendant

Filed by CREDEX AUTO LEASING & FINANCE Claimant
30505 Bainbridge Rd, Ste 150 Address of Claimant
Solon, OH 44139

PROPERTY CLAIM

Filed by CREDEX AUTO LEASING & FINANCE Claimant
30505 Bainbridge Rd, Ste 150 Address of Claimant
Solon, OH 44139

To the Sheriff of Clearfield County:

1. The property listed below and levied upon in this case is not the property of the defendant but is the property of the undersigned. A list of the claimed property and the values thereof are:

List of Property	Value
_____	_____
_____	_____
_____	_____

(Separate sheets may be attached where more space is required.)

2. The Claimant obtained title to the property as follows:

Date: _____

Signed _____
Claimant

OBJECTION TO SHERIFF'S DETERMINATION

In the matter of CREDEX AUTO LEASING & FINANCE Plaintiff

00-796-CD
Term and No.

vs.

LYNETTE L. BROOKS Defendant

To the Prothonotary of Clearfield County:

Enter objection to the Sheriff's determination of ownership of
the property.

Date: _____

Objector, Attorney or Agent



OCT 31 2000
11 19, 03
WILLIAM A. C. W.
Proprietary

comp.

11/19/03 Cathy Budman
Pd \$20.00
builts to Sheryl

COPY

COURT OF COMMON PLEAS

No.: 00-796-CD

Credex Auto Leasing & Finance
30505 Bainbridge Road
Suite 150
Solon, OH 44139

vs.

Lynette L. Brooks
RD 2, Box 99
Clearfield, PA 16830

WRIT OF EXECUTION

ALAN D. BUDMAN, ESQUIRE
Identification No. 26656
1150 Old York Road
Second Floor
Abington, PA 19001
(215) 884-1600

ALAN D. BUDMAN, ESQUIRE
Identification No. 26656
1150 Old York Road
Second Floor
Abington, PA 19001
(215) 884-1600

Attorney for PLAINTIFF

CREDEX AUTO LEASING & FINANCE, INC.

v.

LYNETTE L. BROOKS

: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
: CIVIL TRIAL DIVISION

: No.: 00-796-CD

WRIT OF EXECUTION

Commonwealth of Pennsylvania, County of Clearfield

To the Sheriff of Clearfield County, Pa.

To satisfy the judgment, interest and costs against Lynette L. Brooks, Defendant(s);

(1) You are directed to levy upon the property of the defendant(s) and to sell his, her (or their) interest therein;

(2) You are also directed to attach the property of the defendant not levied upon in the possession of _____ as Garnishee(s) per property description attached:

and to notify the Garnishee(s) that

(a) an attachment has been issued;

(b) the garnishee(s) is enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof.

(c) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than the named garnishee(s), you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Costs:

Prothonotary: \$ 149.00

Sheriff: \$ _____

Amount Due: \$ 8,413.19

Interest from: 8/21/00

TOTAL: \$ _____

Plus costs as per endorsement hereon.

(SEAL)

WILLIAM A. SHAW
Prothonotary

Deputy

ALAN D. BUDMAN, ESQUIRE
Identification No. 26656
1150 Old York Road
Second Floor
Abington, PA 19001
(215) 884-1600

Attorney for Plaintiff

CREDEX AUTO LEASING & FINANCE, INC.

v.

LYNETTE L. BROOKS

: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
: CIVIL TRIAL DIVISION
:
:
:

: No. 00-796-CD

PRAECIPE FOR WRIT OF EXECUTION - MONEY JUDGMENTS

To the Prothonotary:

ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER.


- (1) Directed to the Sheriff of Clearfield County, PA;
- (2) against LYNETTE L. BROOKS Defendant(s);
- (3) and against CSB BANK Garnishee(s);
K-Mart Plaza Office
Clearfield, PA 16830 Address(es)
- (4) and index this writ
 - (a) against LYNETTE L. BROOKS

Defendant(s) and
 - (b) against _____

Garnishee(s),

as a lis pendens against the real property of the defendant(s) in the name of the Garnishee(s). Specifically describe property per attached property description):

(5) Amount due: \$7,022.19
Interest from: 8/21/00
Total: \$ _____



Signature of Attorney
Alan D. Budman

Print Name
26656

ID Number

FILED

JUN 22 2001

William A. Shaw
Prothonotary

ALAN D. BUDMAN, ESQUIRE
Identification No. 26656
1150 Old York Road
Second Floor
Abington, PA 19001
(215) 884-1600

CONFIDENTIAL

Attorney for Plaintiff

CREDEX AUTO LEASING & FINANCE, INC.

CLEARFIELD COUNTY
COURT OF COMMON PLEAS
CIVIL TRIAL DIVISION

v.

LYNETTE L. BROOKS

No. 00-796-CD

WRIT OF EXECUTION

Commonwealth of Pennsylvania, County of Clearfield

To the Sheriff of Clearfield County, Pa.

To satisfy the judgment, interest and costs against LYNETTE BROOKS, Defendant(s);

(1) You are directed to levy upon the property of the defendant(s) and to sell his, her (or their) interest therein; any and all personal property located at 1206 Daisy Street, Clearfield, PA 16830

(2) You are also directed to attach the property of the defendant not levied upon in the possession of CSB Bank, K-Mart Plaza Office, Clearfield, PA 16830 as Garnishee(s) per property description attached:

any and all bank accounts, Certificates of Deposit, individual retirement account, safe deposit boxes, and to notify the Garnishee(s) that

(a) an attachment has been issued;

(b) the garnishee(s) is enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof.

(c) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than the named garnishee(s), you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Costs:		Amount Due:	\$ 7,022.19
Prothonotary:	\$ <u>140.00</u>	Interest from:	<u>8/21/00</u>
Sheriff:	\$ _____	TOTAL:	\$ _____

Plus costs as per endorsement hereon.

(SEAL)

WILLIAM A. SHAW,
Prothonotary

Deputy

COURT OF COMMON PLEAS

No.: 00-796-CD

CREDEX AUTO LEASING & FINANCE
Renaissance Center
5800 Landerbrook Drive
Mayfield Heights, OH 44124

vs.

LYNETTE L. BROOKS
1206 Daisy Street
Clearfield, PA 16830

WRIT OF EXECUTION

ALAN D. BUDMAN, ESQUIRE
I.D. No.: 26656
1150 Old York Road
Second Floor
Abington, PA 19001
(215) 884-1600

ALAN D. BUDMAN, ESQUIRE
Identification No. 26656
1150 Old York Road
Second Floor
Abington, PA 19001
(215) 884-1600

Attorney for Plaintiff

CREDEX AUTO LEASING & FINANCE, INC.

v.

LYNETTE L. BROOKS

: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
: CIVIL TRIAL DIVISION

:
:
:
:
:
: No. 00-'96-CD

WRIT OF EXECUTION NOTICE

This paper is a writ of execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. **A summary of the major exemptions is listed below.** You may have other exemptions or other rights.

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 Statutory exemption.
2. Bibles, school books, sewing machines, uniforms, and equipment.
3. Most wages and unemployment compensation.
4. Social security benefits.
5. Certain retirement funds and accounts.
6. Certain veteran and armed forces benefits.
7. Certain insurance proceeds.
8. Such other exemptions as may be provided by law.

if you have an exemption, you should do the following promptly:

- (1) fill out the attached claim form and demand for a prompt hearing.
- (2) Deliver the form or mail it to the sheriff's office at the address noted.

You should come to court ready to explain your exemption. If you do not come to court and prove your exemption, you may lose some of your property.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO 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.

LAWYER REFERENCE SERVICE
DAVID S. MEHOLICK, COURT ADMINISTRATOR
1 North 2nd Street
Clearfield, PA 16830
(814) 765-2641

ALAN D. BUDMAN, ESQUIRE
Identification No. 26656
1150 Old York Road
Second Floor
Abington, PA 19001
(215) 884-1600

Attorney for Plaintiff

CREDEX AUTO LEASING & FINANCE, INC.

v.

LYNETTE L. BROOKS

: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
: CIVIL TRIAL DIVISION

: No. 00-796-CD

CLAIM FOR EXEMPTION

To the Sheriff:

I, the above-named defendant, claim exemption of property from levy or attachment:

1. From my personal property in my possession which has been levied upon,
 - a. I desire that my \$300 statutory exemption be:
 - ___ (1) set aside in kind (specify property to be set aside in kind);
 - ___ (2) paid in cash following the sale of the property levied upon; or
 - b. I claim the following exemption (specify property and basis of exemption): _____
2. From my property which is in the possession of a third party, I claim the following exemptions:
 - a. my \$300 statutory exemption:
 - ___ (1) in cash;
 - ___ (2) in kind (specify property): _____
 - b. Social Security benefits on deposit in the amount of \$_____;
 - c. other (specify amount and basis of exemption): _____

CLAIM FOR EXEMPTION - Continued

I request a prompt court hearing to determine the exemption.

Notice of the hearing should be given to me at _____

(Address)

(Telephone)

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. S4904 relating to unsworn falsification to authorities.

Date: _____

Signature of Defendant

THIS CLAIM TO BE FILED WITH
THE OFFICE OF THE SHERIFF OF CLEARFIELD COUNTY
COURT HOUSE
CLEARFIELD, PENNSYLVANIA 16830

To Chester A. Hawkins, Sheriff,
Court House
Clearfield, PA 16830

Sir:--There will be placed in your hands for service a Writ of
Execution, Styled as follows:

CREDEX AUTO LEASING & FINANCE vs. LYNETTE BROOKS
Plaintiff Defendant

No. CD-796 Term 2000


Instructions

If Writ of Execution, state what shall be seized and levied upon,
and in what order. If Real Estate, attach copies of description
together with location of premises. In all services give information
as to parties to be served with addresses, etc.

any and all personal property of the defendant located at 1206 Daisy
Street, Clearfield, PA 16830 any and all bank accounts, Certificates
of Deposit, individual retirement account, safe deposit boxes

WAIVER OF WATCHMAN -- Any deputy sheriff levying upon or
attaching any property under within writ may leave same without a
watchman, in custody of whoever is found in possession, after
notifying person of such levy or attachment, without liability on the
part of such deputy or the sheriff to any plaintiff herein for any
loss, destruction or removal of any such property before sheriff's
sale thereof.

Additional costs shall be advanced when Sheriff is ordered to proceed
to sale.



Attorney for Plaintiff

\$ _____
Enclosed

CERTIFICATE TO SHERIFF

To: Sheriff of Clearfield County
Clearfield County Courthouse
Clearfield, PA 16830

Please check appropriate square in each section)

Re: Amended RCP 3123a

CREDEX AUTO LEASING & FINANCE

DEBTOR'S EXEMPTION

vs

LYNETTE BROOKS

Prothy No. 00-796-CD

I HEREBY CERTIFY THAT:

1. The judgment entered in the above matter is based on an action:

- ☒ A. In Assumpsit (Contract)
- ☐ B. In Trespass (Accident)
- ☐ C. In Mortgage Foreclosure
- ☐ D. On a note accompanying a purchase money mortgage and the property being exposed to sale is the mortgaged property.

2. The defendant(s) own the property being exposed to sale as:

- ☒ A. An individual
- ☐ B. Tenants by Entireties
- ☐ C. Joint tenants with right of survivorship
- ☐ D. A Partnership
- ☐ E. Tenants in Common
- ☐ F. A corporation

3. The defendant(s) is (are):

- ☒ A. Resident in the Commonwealth of Pennsylvania
- ☐ B. Not resident in the Commonwealth of Pennsylvania
- ☐ C. If more than one defendant and either A or B above not applicable, state which defendants are residents of the Commonwealth of Pennsylvania.

Residents: _____

This certification must be signed by the attorney of record if an appearance has been entered otherwise certification must be signed by plaintiff.

Name Alan D. Budman

Phone No. (215) 884-1600

Signature 

Address 1150 Old York Rd, 2nd Fl
Abington, PA 19001

PROPERTY CLAIM

In the matter of CREDEX AUTO LEASING & FINANCE Plaintiff

00-769-CD

Term and No.

vs.

LYNETTE L. BROOKS Defendant

Filed by _____ Claimant

Address of Claimant

To the Sheriff of Clearfield County:

1. The property listed below and levied upon in this case is not the property of the defendant but is the property of the undersigned. A list of the claimed property and the values thereof are:

List of Property

Value

(Separate sheets may be attached where more space is required.)

2. The Claimant obtained title to the property as follows:

Date: _____

Signed _____

Claimant

OBJECTION TO SHERIFF'S DETERMINATION

In the matter of CREDEX AUTO LEASING & FINANCE Plaintiff

00-796-CD

Term and No.

vs.

LYNETTE L. BROOKS Defendant

To the Prothonotary of Clearfield County:

Enter objection to the Sheriff's determination of ownership of the property.

Date: _____

Objector, Attorney or Agent

FILED

JUN 22 2001

Margaretta Budman
William A. Shaw
Prothonotary

pd \$20.00

6 writs to Steung
E. ~~for~~

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

CREDEX AUTO LEASING & FINANCE, INC., :
Plaintiff :
-vs- : No. 00-796-CD
LYNETTE L. BROOKS, Defendant :

ANSWERS OF GARNISHEE, CSB BANK, TO INTERROGATORIES
WITH NEW MATTER


CSB BANK, Garnishee, makes the following answer to
Plaintiff's Interrogatories:

1. No.
2. Yes -
 - (i) DDA Account No. 232910 - \$532.86;
 - (ii) SAV Account No. 564260 - \$30.00.
3. Yes, if holding an incumbered Certificate of Title for a Vehicle as collateral constitutes holding "legal title". - Certificate of Title for a 1995 Ford, Vehicle Identification No. 1FMOU32X1SUB35450.
4. No.
5. No.
6. No.
7. Yes - Certificate of Title for a 1995 Ford, Vehicle Identification No. 1FMOU32X1SUB35450.
8. None.

NEW MATTER

By way of New Matter, Garnishee, CSB BANK, avers:

1. The Certificate of Title for a Vehicle noted in Answer to Interrogatory Nos. 3 and 7 is being held by Garnishee, as first lien holder, as security for repayment of a loan to Defendant.

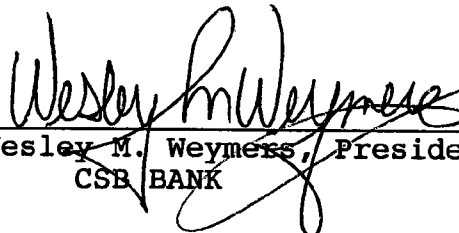
GATES & SEAMAN
By: 

Laurance B. Seaman, Esquire
Attorney for CSB Bank, Garnishee
Two North Front Street
P. O. Box 846
Clearfield, PA 16830
(814) 765-1766

Date: 7/11, 2001

VERIFICATION

I, Wesley M. Weymers, President of CSB Bank, verify that the statements made in the foregoing document are true and correct to the best of my knowledge, information and belief. I the undersigned understand that false statements made herein are subject to the penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities.



Wesley M. Weymers, President
CSB BANK

Date: July 11, 2001

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

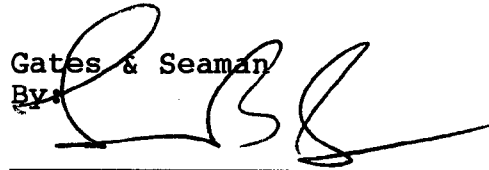
CREDEX AUTO LEASING & FINANCE, INC., :
Plaintiff :
-vs- : No. 00-796-CD
LYNETTE L. BROOKS, Defendant :

CERTIFICATE OF SERVICE

I hereby certify that on the 11 day of July, 2001,
a true and correct copy of the Answers of Garnishee, CSB Bank,
to Interrogatories with New Matter was sent by regular U. S.
mail to:

Alan D. Budman, Esquire
1150 Old York Road
Second Floor
Abington, PA 19001

Lynette L. Brooks
1206 Daisy Street
Clearfield, PA 16830

Gates & Seaman
By: 

Laurance B. Seaman, Esquire
Attorney for CSB Bank, Garnishee

FILED

JUL 11 2001
O 13:31
William A. Shaw
Prothonotary

ALAN D. BUDMAN, ESQUIRE
Identification No. 26656
1150 Old York Road
Second Floor
Abington, PA 19001
(215) 884-1600

ATTORNEY FOR PLAINTIFF

CREDEX AUTO LEASING & FINANCE, INC. :
Plaintiff :

CLEARFIELD COUNTY
COURT OF COMMON PLEAS
CIVIL TRIAL DIVISION

vs. :

LYNETTE L. BROOKS :
Defendant :

and :

CSB BANK :
Garnishee :

No.: 00-796-CD

FRAECIPE TO ENTRY JUDGMENT AGAINST GARNISHEE

TO THE PROTHONOTARY:

Kindly enter judgment against the Garnishee in the sum of
\$562.86, pursuant to the attached Answers to Interrogatories.



Alan D. Budman
Attorney for Plaintiff

FILED Atty Budman pd.
20.00
AUG 13 2001 Notice to CSB
Statement to
William A. Shaw
Prothonotary
Atty
R2B

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

CREDEX AUTO LEASING &	:	No. 00-796-CD
FINANCE, INC., Plaintiff	:	
	:	Type of Case: Civil
vs.	:	
	:	Type of Pleading: ANSWERS OF
LYNETTE L. BROOKS,	:	GARNISHEE, CSB BANK, TO
Defendant	:	INTERROGATORIES WITH NEW MATTER
	:	
	:	Filed on behalf of:
	:	CSB BANK, Garnishee
	:	
	:	Counsel of Record for this Party:
	:	Laurance B. Seaman, Esquire
	:	
	:	Supreme Court No.: 19620
	:	
	:	GATES & SEAMAN
	:	Attorneys at law
	:	Two North Front Street
	:	P. O. Box 846
	:	Clearfield, Pennsylvania 16830
	:	(814) 765-1766
	:	
	:	
	:	
	:	
	:	

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

CREDEX AUTO LEASING & FINANCE, INC., :
Plaintiff :
-vs- : No. 00-796-CD
LYNETTE L. BROOKS, Defendant :

ANSWERS OF GARNISHEE, CSB BANK, TO INTERROGATORIES
WITH NEW MATTER

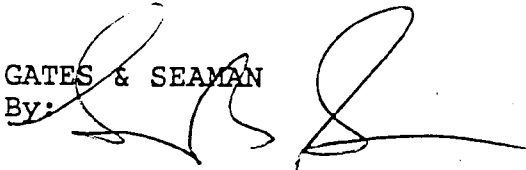
CSB BANK, Garnishee, makes the following answer to
Plaintiff's Interrogatories:

1. No.
2. Yes -
 - (i) DDA Account No. 232910 - \$532.86;
 - (ii) SAV Account No. 564260 - \$30.00.
3. Yes, if holding an incumbered Certificate of Title for a Vehicle as collateral constitutes holding "legal title". - Certificate of Title for a 1995 Ford, Vehicle Identification No. 1FMOU32X1SUB35450.
4. No.
5. No.
6. No.
7. Yes - Certificate of Title for a 1995 Ford, Vehicle Identification No. 1FMOU32X1SUB35450.
8. None.

NEW MATTER

By way of New Matter, Garnishee, CSB BANK, avers:

1. The Certificate of Title for a Vehicle noted in Answer to Interrogatory Nos. 3 and 7 is being held by Garnishee, as first lien holder, as security for repayment of a loan to Defendant.

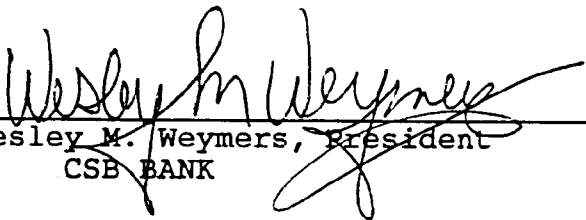
GATES & SEAMAN
By: 

Laurance B. Seaman, Esquire
Attorney for CSB Bank, Garnishee
Two North Front Street
P. O. Box 846
Clearfield, PA 16830
(814) 765-1766

Date: July 11, 2001

VERIFICATION

I, Wesley M. Weymers, President of CSB Bank, verify that the statements made in the foregoing document are true and correct to the best of my knowledge, information and belief. I the undersigned understand that false statements made herein are subject to the penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities.


Wesley M. Weymers, President
CSB BANK

Date: July 11, 2001

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

CREDEX AUTO LEASING & FINANCE, INC.,
Plaintiff

-vs-

LYNETTE L. BROOKS, Defendant

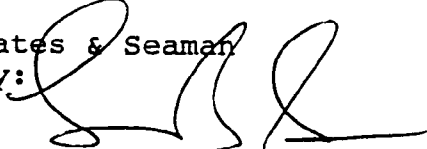
No. 00-796-CD

CERTIFICATE OF SERVICE

I hereby certify that on the 11 day of July, 2001,
a true and correct copy of the Answers of Garnishee, CSB Bank,
to Interrogatories with New Matter was sent by regular U. S.
mail to:

Alan D. Budman, Esquire
1150 Old York Road
Second Floor
Abington, PA 19001

Lynette L. Brooks
1206 Daisy Street
Clearfield, PA 16830

Gates & Seaman
By: 

Laurance B. Seaman, Esquire
Attorney for CSB Bank, Garnishee

COPY

ALAN D. BUDMAN, ESQUIRE
Identification No. 26656
1150 Old York Road
Second Floor
Abington, PA 19001
(215) 884-1600

ATTORNEY FOR PLAINTIFF

CREDES AUTO LEASING & FINANCE, INC.	:	CLEARFIELD COUNTY
Plaintiff	:	COURT OF COMMON PLEAS
	:	CIVIL TRIAL DIVISION
vs.	:	
	:	
LYNETTE L. BROOKS	:	
Defendant	:	
	:	
and	:	
	:	
CSB BANK	:	No.: 00-796-CD

Notice is given that a judgment in the above captioned matter
has been entered against you.

Prothonotary

If you have any questions concerning the above, please
contact:

Alan D. Budman
Attorney or Party Filing

1150 Old York Road, 2nd Floor
Address (Number, Street)

Philadelphia, PA 19001
(City, State, Zip)

(215) 884-1600
Phone No.

COPY

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

Credex Auto Leasing & Finance, Inc.
Plaintiff(s)

No.: 2000-00796-CD

Real Debt: \$562.86

Atty's Comm:

Vs.

Costs: \$

Int. From:

Lynette L. Brooks
Defendant(s)

Entry: \$20.00

and

Instrument: Judgment against Garnishee ONLY

CSB Bank
Garnishee

Date of Entry: August 13, 2001

Expires: August 13, 2006

Certified from the record this 13th day of August, 2001.

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

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

Credex Auto Leasing & Finance, Inc.
Plaintiff(s)

No.: 2000-00796-CD

Real Debt: \$562.86

Atty's Comm:

Vs.

Costs: \$

Int. From:

Lynette L. Brooks
Defendant(s)

Entry: \$20.00

Instrument: Judgment against Garnishee ONLY

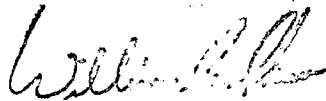
and

CSB Bank
Garnishee

Date of Entry: August 13, 2001

Expires: August 13, 2006

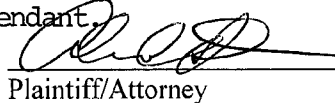
Certified from the record this 13th day of August, 2001.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on September 4, 2001, of defendant ^{CSB BANK, Garnishee,} full satisfaction of this Judgment, Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same against CSB Bank, Garnishee only and not LYNETTE L. BROOKS, defendant.


Plaintiff/Attorney

FILED

SEP 17 2001

m/11:30/m
William A. Shaw
Prothonotary

1 C/C TO ATT7

(Em)

**IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA**

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

Credex Auto Leasing & Finance, Inc.

No.: 2000-00796-CD

Vs.

Debt: 562.86

Lynette L. Brooks

Atty's Comm.:

Interest From:

Cost: \$7.00

NOW, Monday, September 17, 2001 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION AGAINST GARNISHEE ONLY was entered of record.

Certified from the record this 17th day of September, A.D. 2001.

Prothonotary

ALAN D. BUDMAN, ESQUIRE
I.D. No. 26656
1150 Old York Road
Second Floor
Abington, PA 19001
(215) 884-1600

ATTORNEY FOR PLAINTIFF

CREDEX AUTO LEASING & FINANCE, INC. :

CLEARFIELD COUNTY
COURT OF COMMON PLEAS
CIVIL TRIAL DIVISION

VS. :

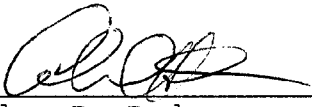
LYNETTE L. BROOKS :

No. 00-796-CD

PRAECIPE TO REISSUE WRIT OF EXECUTION

TO THE PROTHONOTARY:

Kindly reissue the Writ of Execution in the above captioned
matter.



Alan D. Budman
Attorney for Plaintiff

FILED

MAR 1 8 2002

m 11261 Writs to Shaw
William A. Shaw atty Budman
Prothonotary
00 2000

ALAN D. BUDMAN, ESQUIRE
Identification No. 26656
1150 Old York Road
Second Floor
Abington, PA 19001
(215) 884-1600

Attorney for Plaintiff

CREDEX AUTO LEASING & FINANCE, INC.

: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
: CIVIL TRIAL DIVISION
:
:
:

v.

LYNETTE L. BROOKS

: No. 00-796-CD

PRAECIPE FOR WRIT OF EXECUTION - MONEY JUDGMENTS

To the Prothonotary:

ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER.

- (1) Directed to the Sheriff of Clearfield County, PA;
(2) against LYNETTE L. BROOKS Defendant(s);
(3) and against _____ Garnishee(s);

Address(es)

- (4) and index this writ

(a) against LYNETTE L. BROOKS
_____ Defendant(s) and

(b) against _____
_____ Garnishee(s),

as a lis pendens against the real property of the defendant(s) in the name of the Garnishee(s). Specifically describe property per attached property description):

(5) Amount due: \$4,482.04

Interest from: 8/16-10/15/01

Total: \$ _____



Signature of Attorney

Alan D. Budman

Print Name

26656

ID Number

FILED

MAR 18 2002
mll:ag

William A. Shaw
Prothonotary

CCPY

ALAN D. BUDMAN, ESQUIRE
Identification No. 26656
1150 Old York Road
Second Floor
Abington, PA 19001
(215) 884-1600

Attorney for Plaintiff

CREDEX AUTO LEASING & FINANCE, INC.

v.

LYNETTE L. BROOKS

: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
: CIVIL TRIAL DIVISION

: No. 00-796-CD

WRIT OF EXECUTION

Commonwealth of Pennsylvania, County of Clearfield

To the Sheriff of Clearfield County, Pa.

To satisfy the judgment, interest and costs against LYNETTE BROOKS, Defendant(s);

(1) You are directed to levy upon the property of the defendant(s) and to sell his, her (or their) interest therein; any and all personal property located at 1206 Daisy Street, Clearfield, PA 16830

(2) You are also directed to attach the property of the defendant not levied upon in the possession of _____ as Garnishee(s) per property description attached:

(a) an attachment has been issued;

(b) the garnishee(s) is enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof.

(c) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than the named garnishee(s), you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Costs:	Amount Due:	\$ 4,482.04
Prothonotary: \$ 187.00	Interest from:	8/16-10/15/01
Sheriff: \$	TOTAL:	\$

Plus costs as per endorsement hereon.

(SEAL)

WILLIAM A. SHAW,
Prothonotary

Deputy

COURT OF COMMON PLEAS

No.: 00-796-CD

CREDEX AUTO LEASING & FINANCE
Renaissance Center
5800 Landerbrook Drive
Mayfield Heights, OH 44124

vs.

LYNETTE L. BROOKS
1206 Daisy Street
Clearfield, PA 16830

WRIT OF EXECUTION

ALAN D. BUDMAN, ESQUIRE
I.D. No.: 26656
1150 Old York Road
Second Floor
Abington, PA 19001
(215) 884-1600

Adding Machine Tape

User: BHUDSON

Date: 04/25/2003

Page 1 of 1

Item	Amount
1	80.00
2	20.00
3	20.00
4	20.00
5	7.00
6	20.00
7	20.00
<hr/>	
Total:	187.00

Verification of Prothonotary
Costs on writ of
3/18/02

Alan D.
Budman, Esq.

CREDEX AUTO LEASING & FINANCE,
INC.

00-796-CD

LYNETTE L. BROOKS

Pro	BY ATTY	<u>80.00</u>
Shff		
Hawkins	by Atty	29.00
Pro	by Atty	<u>20.00</u>

JULY 10, 2000, COMPLAINT IN CIVIL ACTION, filed by Alan D.
Budman, Esq., Attorney For the Plaintiff
One Certified Copy to Sheriff

JUL 20, 2000, SHERIFF RETURN, COMPLAINT UPON LYNETTE L. BROOKS:
SO ANSWERS, CHESTER A. HAWKINS, SHERIFF by s/Marilyn Hamm

AUG. 21, 2000, PRAECIPE FOR JUDGMENT BY DEFAULT, ASSESSMENT OF DAMAGES
AND CERTIFICATION, filed.

Enter Judgment in favor of Plaintiff and against LYNETTE L. BROOKS,
defendant for want of an answer. Assess Damages as follows:

DEBT:	\$8,371.33
INTEREST:	41.86
	<u>Total</u> \$8,413.19

s/ALAN D. BUDMAN, ESQ.

JUDGMENT IS ENTERED IN FAVOR OF THE PLAINTIFF AND AGAINST THE

DEFENDANT FOR FAILURE TO FILE AN ANSWER IN THE AMOUNT OF
EIGHT THOUSAND FOUR HUNDRED THIRTEEN DOLLARS AND NINETEEN
CENTS.

DEBT: \$8,413.19

DEFAULT JUDGMENT

(Signature)
Prothonotary

CERT. TO ATTY

NOTICE TO DEFENDANT

**PLEASE REFER TO COMPUTER
FOR FURTHER ENTRIES**

Date: 04/25/2003

Clearfield County Court of Common Pleas

User: BHUDSON

Time: 09:10 AM

Complete Case History

Page 1 of 1

2000-00796-CD

Credex Auto Leasing Finance, Inc. vs. Lynette L. Brooks

Filed: 10/31/2000

Subtype: Civil Other

Physical File: Y

Appealed: N

Comment:

Payments	Receipt	Date	Type	Amount
Andy Gates, Esq.	1831778	09/25/2001	Miscellaneous Copy Fee	.25 Copy
Budman, Alan D. (attorney for	1827281	06/22/2001	Civil Filing	<u>20.00</u>
	1829842	08/13/2001	Civil Filing	<u>20.00</u>
	1831378	09/17/2001	Civil Filing	<u>7.00</u>
	1839832	03/18/2002	Civil Filing	<u>20.00</u>
Budman, Alan D. (attorney for C	1856234	03/03/2003	Civil Filing	<u>7.00</u>
Budman, Alan D., Esquire	50259	10/31/2000	Civil Filing	<u>20.00</u>
			Total	94.25

Miscellaneous Receipts

Receipt	Date		
1831778	09/25/2001	Copy Fee	.25
		Sum:	.25

I hereby certify this to be a true and attested copy of the original statement filed in this case.

ALAN D. BUDMAN, ESQUIRE
I.D. No. 26656
1150 Old York Road
Second Floor
Abington, PA 19001
(215) 884-1600

ATTORNEY FOR PLAINTIFF

CREDEX AUTO LEASING & FINANCE, INC. :

vs. :

LYNETTE L. BROOKS :


CLEARFIELD COUNTY
COURT OF COMMON PLEAS
CIVIL TRIAL DIVISION

No.: 00-796-CD

ORDER TO SATISFY JUDGMENT

TO THE PROTHONOTARY:

Kindly mark the above judgment "satisfied".


Alan D. Budman
Attorney for Plaintiff

FILED

MAR 03 2003

William A. Shaw
Prothonotary

FILED

NO
cc

M110:5761
MAR 03 2003
Atty Budman
pd. 7.00

William A. Shaw
Prothonotary

Cert. of Sat. to Atty
8:00

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

Credex Auto Leasing & Finance, Inc.

No.: 2000-00796-CD

Vs.

Debt: \$4,482.04

Lynette L. Brooks

Atty's Comm.:

Interest From:

Cost: \$7.00

NOW, Monday, March 03, 2003 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 3rd day of March, A.D. 2003.

Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10370

CREDEX AUTO LEASING & FINANCE, INC.

00-796-CD

VS.

BROOKS, LYNETTE L.

WRIT OF EXECUTION PERSONAL PROPERTY

SHERIFF RETURNS

NOW, NOVEMBER 14, 2000, AT 11:10 AM O'CLOCK SERVED WRIT OF EXECUTION ON LYNETTE L. BROOKS, DEFENDANT, AT HER PLACE OF EMPLOYMENT, MARKET STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, 16830, BY HANDING TO LYNETTE L. BROOKS, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND MADE KNOWN TO HER THE CONTENTS THEREOF.

NOW, NOVEMBER 14, 2000, AT 11:35 AM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANT, AT HER PLACE OF EMPLOYMENT, MARKET STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, 16830. A COPY OF THE LEVY WAS SERVED ON THE DEFENDANT AT THIS TIME.

A SALE IS SET FOR FRIDAY, JANUARY 5, 2001, AT 10:00 O'CLOCK AM.

NOW, NOVEMBER 16, 2000, AT 11:02 AM O'CLOCK POSTED THE PROPERTY OF THE DEFENDANT, AT HER PLACE OF EMPLOYMENT, MARKET STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, 16830.

NOW, NOVEMBER 16, 2000, AT 11:02 AM O'CLOCK SERVED NOTICE OF SALE ON LYNETTE L. BROOKS, DEFENDANT, AT HER PLACE OF EMPLOYMENT, MARKET STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, 16830, BY HANDING TO LYNETTE L. BROOKS, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL NOTICE OF SALE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

FILED

013344
APR 25 2003

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10370

CREDEX AUTO LEASING & FINANCE, INC.

00-796-CD

VS.

BROOKS, LYNETTE L.

WRIT OF EXECUTION PERSONAL PROPERTY

SHERIFF RETURNS

NOW, JANUARY 5, 2001, RECEIVED PHONE CALL FROM PLAINTIFF'S ATTORNEY,
SALE IS TO BE CONTINUED TO APRIL 5, 2001, FAX TO FOLLOW.

NOW, MARCH 13, 2001, AT 9:23 AM O'CLOCK POSTED PROPERTY OF THE
DEFENDANT.

NOW, MARCH 13, 2001, AT 9:23 AM O'CLOCK SERVED NOTICE OF SALE ON
LYNETTE L. BROOKS, DEFENDANT, AT HER PLACE OF EMPLOYMENT,
THE TOOL SHED, MARKET STREET, CLEARFIELD, CLEARFIELD COUNTY,
PENNSYLVANIA.

NOW, MARCH 16, 2001, RECEIVED PHONE CALL FROM PLAINTIFF'S ATTORNEY,
SALE IS TO BE SET FOR MARCH 23, 2001.

NOW, MARCH 22, 2001, RECEIVED PHONE CALL FROM PLAINTIFF'S ATTORNEY,
SALE IS TO BE CANCELLED, FAX TO FOLLOW.

NOW, MARCH 22, 2001, RECEIVED FAX TO CANCEL SALE.

NOW, JUNE 13, 2001, RECEIVED PHONE CALL FROM PLAINTIFF'S ATTORNEY,
SALE IS TO BE RESET AND INTERROGATORIES TO BE SERVED.

NOW, JUNE 26, 2001, AT 3:00 PM O'CLOCK SERVED WRIT OF EXECUTION AND
INTERROGATORIES TO GARNISHEE ON SUE MDKENRICK, ASSISTANT
MANAGER OF CSB BANK, GARNISHEE, AT HER PLACE OF EMPLOYMENT,
KK-KART PLAZA OFFICE, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA,
16830, BY HANDING TO SUE MCKENRICK, ASSISTANT MANAGER OF CSB BANK,
GARNISHEE, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF
EXECUTION AND INTERROGATORIES TO GARNISHEE AND MADE KNOWN TO
HER THE CONTENTS THEREOF.

CREDEX AUTO LEASING & FINANCE, INC.

00-796-CD

VS.

BROOKS, LYNETTE L.

WRIT OF EXECUTION PERSONAL PROPERTY

SHERIFF RETURNS

NOW, JUNE 28, 2001, CALLED ATTORNEY TO INFORM HIM THAT INTERROGATORIES HAVE BEEN SERVED. WE ARE TO DO ANOTHER LEVY AND SET SALE.

NOW, JULY 2, 2001, AT 3:20 PM O'CLOCK A LEVY WAS TAKEN ON PROPERTY OF THE DEFENDANT.

NOW, JULY 2, 2001, AT 3:20 PM O'CLOCK SERVED WRIT OF EXECUTION AND COPY OF LEVY ON LYNETTE L. BROOKS, DEFENDANT, AT HER PLACE OF EMPLOYMENT, TOOL SHED, EAST MARKET STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, 16830, BY HANDING TO LYNETTE L. BROOKS, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND COPY OF LEVY AND MADE KNOWN TO HER THE CONTENTS THEREOF.

A SALE DATE IS SET FOR FRIDAY, AUGUST 3, 2001, AT 10:00 AM.

NOW, JULY 12, 2001, AT 1:30 PM O'CLOCK SERVED NOTICE OF SALE ON LYNETTE L. BROOKS, DEFENDANT, AT HER PLACE OF RESIDENCE, 1206 DAISY STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, 16830, BY HANDING TO LYNETTE L. BROOKS, DEFENDANT, A COPY OF THE ORIGINAL NOTICE OF SALE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

NOW, JULY 12, 2001, AT 11:05 AM O'CLOCK SERVED NOTICE OF SALE ON LYNETTE L. BROOKS, DEFENDANT, AT HER PLACE OF EMPLOYMENT, TOOL SHED, WEST MARKET STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LYNETTE L. BROOKS, DEFENDANT, A COPY OF THE ORIGINAL NOTICE OF SALE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10370

CREDEX AUTO LEASING & FINANCE, INC.

00-796-CD

VS.

BROOKS, LYNETTE L.

WRIT OF EXECUTION PERSONAL PROPERTY

SHERIFF RETURNS

NOW, JULY 12, 2001, AT 1:30 PM O'CLOCK PROPERTY OF DEFENDANT WAS POSTED WITH NOTICE OF SALE.

NOW, JULY 17, 2001, RECEIVED A PHONE CALL FROM ALAN BUDMAN, ATTORNEY FOR THE PLAINTIFF THAT SALE DATE NEEDS CHANGED, A NEW DATE IS TO BE SET FOR FRIDAY, AUGUST 17, 2001, AT 10:00 AM.

A NEW SALE DATE IS SET FOR FRIDAY, AUGUST 17, 2001, AT 10:00 AM.

NOW, JULY 18, 2001, AT 9:30 AM O'CLOCK SERVED NOTICE OF SALE ON LYNETTE L. BROOKS, DEFENDANT, AT HER PLACE OF EMPLOYMENT, TOOL SHED, MARKET STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, 16830, BY HANDING TO LYNETTE L. BROOKS, DEFENDANT, A COPY OF THE ORIGINAL NOTICE OF SALE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

NOW, JULY 18, 2001, AT 9:30 AM O'CLOCK POSTED PROPERTY OF THE DEFENDANT WITH NOTICE OF SALE.

NOW, AUGUST 16, 2001, RECEIVED A FAX FROM ALAN BUDMAN, ATTORNEY FOR THE PLAINTIFF, THAT SALE IS TO BE POSTPONED.

NOW, JANUARY 16, 2002, RECEIVED A PHONE CALL TO SET NEW SALE DATE.

NOW, FEBRUARY 19, 2002, FAXED ATTORNEY BUDMAN EXPLAINING THAT WRIT NEEDS TO BE REISSUED.

NOW, MARCH 18, 2002, RECEIVED REISSUED WRIT AND ATTORNEY CHECK#1510in THE AMOUNT OF TWO HUNDRED (\$200.00) DOLLARS.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10370

CREDEX AUTO LEASING & FINANCE, INC.

00-796-CD

VS.

BROOKS, LYNETTE L.

WRIT OF EXECUTION PERSONAL PROPERTY

SHERIFF RETURNS

NOW, APRIL 9, 2002, AT 9:55 AM O'CLOCK A LEVY WAS TAKEN ON PROPERTY OF THE DEFENDANT.

A SALE DATE OF FRIDAY, MAY 17, 2002 WAS SET.

NOW, APRIL 9, 2002, AT 9:55 AM O'CLOCK SERVED WRIT OF EXECUTION AND COPY OF LEVY ON LYNETTE L. BROOKS, DEFENDANT, AT HER PLACE OF EMPLOYMENT, TOOL SHED, WEST MARKET STREET, CLEARFIELD, CLEARFIELD COUNT, PENNSYLVANIA, 16830, BY HANDING TO LYNETTE L. BROOKS, DEFENDANT, A TRUE AND ATTESTED COPY OF WRIT OF EXECUTION AND COPY OF LEVY AND MADE KNOWN TO HER THE CONTENTS THEREOF.

A SALE DATE IS SET FOR FRIDAY, MAY 17, 2002, AT 10:00 AM O'CLOCK,

NOW, APRIL 23, 2002, AT 11:05 AM O'CLOCK POSTED PROPERTY OF DEFENDANT WITH NOTICE OF SALE.

NOW, MAY 16, 2002 RECEIVED FAX FROM ATTORNEY BUDMAN TO POSTPONE SALE.

NOW, JULY 15, 2002 SENT LETTER TO ATTORNEY TO SEND ANOTHER ADVANCE CHECK TO COVER COSTS INCURRED FOR PAST SALES BEFORE WE CAN SET A NEW SALE DATE.

NOW, JULY 24, 2002 RECEIVED A LETTER FROM ATTORNEY BUDMAN TO RESCHEDULE THE SALE AS WELL AS A CHECK FOR \$200.00 TO COVER COSTS CK#1545.

CREDEX AUTO LEASING & FINANCE, INC.

00-796-CD

VS.

BROOKS, LYNETTE L.

WRIT OF EXECUTION PERSONAL PROPERTY

SHERIFF RETURNS

A SALE DATE OF THURSDAY, SEPTEMBER 12, 2002 WS SET.

NOW, AUGUST 8, 2002 @ 9:46 A.M. O'CLOCK PROPERTY POSTED FOR SALE.

NOW, AUGUST 14, 2002 SERVED WRIT OF EXECUTION ON LYNETTE L. BOOKS, DEFENDANT, AT HER RESIDENCE 1206 DAISY STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LYNETTE L. BROOKS, DEFENDANT, A TRUE AND ATTESTED COPY OF AN ORIGINAL WRIT, NOTICE OF SALE AND COPY OF THE LEVY, AND MAKING KNOWN TO HER THE CONTENTS THEREOF.

NOW, SEPTEMBER 11, 2002 RECEIVED FAX FROM ATTORNEY BUDMAN TO POSTPONE THE SALE SCHEDULED FOR SEPTEMBER 12, 2002.

NOW, DECEMBER 12, 2002 RECEIVED FAX FROM ATTORNEY BUDMAN TO RESCHEDULE THE PERSONAL PROPERTY SALE FOR FRIDAY, JANUARY 31, 2003.

A NEW SALE DATE OF FRIDAY, JANUARY 31, 2003 WAS SET.

NOW, DECEMBER 16, 2003 @ 11:12 A.M. O'CLOCK SERVED LYNETTE L. BROOKS, DEFENDANT WITH NOTICE OF SALE AND POSTED PERSONAL PROPERTY WITH NOTICE OF SALE.

NOW, JANUARY 27, 2003 RECEIVED A FAX FROM ATTORNEY BUDMAN TO POSTPONE THE JANUARY 31, 2003 SALE TO FEBRUARY 21, 2003.

A NEW SALE DATE OF FEBRUARY 21, 2003 WAS SET.

NOW, FEBRUARY 5, 2003 @ 2:00 P.M. O'CLOCK SERVED LYNETTE L. BROOKS, DEFENDANT, WITH NOTICE OF SALE AND POSTED PERSONAL PROPERTY WITH NOTICE OF SALE.

NOW, FEBRUARY 20, 2003 RECEIVED A FAX FROM ATTORNEY BUDMAN TO CANCEL SHERIFF SALE DEFENDANT HAS PAID.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10370

CREDEX AUTO LEASING & FINANCE, INC.

00-796-CD

VS.

BROOKS, LYNETTE L.

WRIT OF EXECUTION PERSONAL PROPERTY

SHERIFF RETURNS

NOW, APRIL 24, 2003 PAID COSTS FROM ADVANCES AND MADE REFUND OF UNUSED
ADVANCE AMOUNT TO ATTORNEY.

NOW, APRIL 24, 2003 RETURN WRIT AS NO SALE HELD. SALE WAS CANCELED BY
ATTORNEY DEFENDANT PAID.

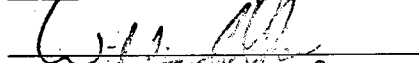
SHERIFF HAWKINS \$521.82

SURCHARGE \$20.00

PAID BY ATTORNEY

Sworn to Before Me This

25th Day Of April 2003



WILLIAM A. SHAW

Prothonotary

My Commission Expires

1st Monday in Jan. 2006

Clearfield Co., Clearfield, PA

So Answers,



Chester A. Hawkins

Sheriff

COURT OF COMMON PLEAS

No.: 00-796-CD

Credex Auto Leasing & Finance
30505 Bainbridge Road
Suite 150
Solon, OH 44139

vs.

Lynette L. Brooks
RD 2, Box 99
Clearfield, PA 16830

WRIT OF EXECUTION

ALAN D. BUDMAN, ESQUIRE
Identification No. 26656
1150 Old York Road
Second Floor
Abington, PA 19001
(215) 884-1600

ALAN D. BUDMAN, ESQUIRE
Identification No. 26656
1150 Old York Road
Second Floor
Abington, PA 19001
(215) 884-1600

Attorney for PLAINTIFF

CREDEX AUTO LEASING & FINANCE, INC.

CLEARFIELD COUNTY
COURT OF COMMON PLEAS
CIVIL TRIAL DIVISION

v.

LYNETTE L. BROOKS

No.: 00-796-CD

WRIT OF EXECUTION

Commonwealth of Pennsylvania, County of Clearfield

To the Sheriff of Clearfield County, Pa.

To satisfy the judgment, interest and costs against Lynette L. Brooks, Defendant(s);

(1) You are directed to levy upon the property of the defendant(s) and to sell his, her (or their) interest therein;

(2) You are also directed to attach the property of the defendant not levied upon in the possession of _____ as Garnishee(s) per property description attached:

and to notify the Garnishee(s) that

(a) an attachment has been issued;

(b) the garnishee(s) is enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof.

(c) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than the named garnishee(s), you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Costs:

Prothonotary: \$ 149.00
Sheriff: \$ _____

Amount Due: \$ 8,413.19
Interest from: 8/21/00
TOTAL: \$ _____

Plus costs as per endorsement hereon.

(SEAL)

WILLIAM A. SHAW
Prothonotary

Deputy

RECEIVED OCT 31 2000

@ 3:40 PM

Chester A. Hawkins
by Margaret H. Pelt

ALAN D. BUDMAN, ESQUIRE
Identification No. 26656
1150 Old York Road
Second Floor
Abington, PA 19001
(215) 884-1600

Attorney for Plaintiff

CREDEX AUTO LEASING & FINANCE, INC.

v.

LYNETTE L. BROOKS

: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
: CIVIL TRIAL DIVISION
:
:
: No. 00-796-CD

WRIT OF EXECUTION

Commonwealth of Pennsylvania, County of Clearfield

To the Sheriff of Clearfield County, Pa.

To satisfy the judgment, interest and costs against LYNETTE BROOKS, Defendant(s);

(1) You are directed to levy upon the property of the defendant(s) and to sell his, her (or their) interest therein; any and all personal property located at 1206 Daisy Street, Clearfield, PA 16830

(2) You are also directed to attach the property of the defendant not levied upon in the possession of CSB Bank, K-Mart Plaza Office, Clearfield, PA 16830 as Garnishee(s) per property description attached:

any and all bank accounts, Certificates of Deposit, individual retirement account, safe deposit boxes, and to notify the Garnishee(s) that

(a) an attachment has been issued;

(b) the garnishee(s) is enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof.

(c) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than the named garnishee(s), you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Costs:		Amount Due:	\$ 7,022.19
Prothonotary:	\$ 140.00	Interest from:	8/21/00
Sheriff:	\$	TOTAL:	\$

Plus costs as per endorsement hereon.

(SEAL)

WILLIAM A. SHAW,
Prothonotary

RECEIVED JUN 22 2001

Deputy

@ 2:43 PM
Chester A. Hawkins
by Margaret H. Pitt

ALAN D. BUDMAN, ESQUIRE
Identification No. 26656
1150 Old York Road
Second Floor
Abington, PA 19001
(215) 884-1600

Attorney for Plaintiff

CREDEX AUTO LEASING & FINANCE, INC.

v.

LYNETTE L. BROOKS

: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
: CIVIL TRIAL DIVISION

: No. 00-796-CD

WRIT OF EXECUTION

Commonwealth of Pennsylvania, County of Clearfield

To the Sheriff of Clearfield County, Pa.

To satisfy the judgment, interest and costs against LYNETTE BROOKS, Defendant(s);

(1) You are directed to levy upon the property of the defendant(s) and to sell his, her (or their) interest therein; any and all personal property located at 1206 Daisy Street, Clearfield, PA 16830

(2) You are also directed to attach the property of the defendant not levied upon in the possession of _____ as Garnishee(s) per property description attached:

(a) an attachment has been issued;

(b) the garnishee(s) is enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof.

(c) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than the named garnishee(s), you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Costs:		Amount Due:	\$ 4,482.04
Prothonotary:	\$ 187.00	Interest from:	8/16-10/15/01
Sheriff:	\$ _____	TOTAL:	\$ _____

Plus costs as per endorsement hereon.

(SEAL)

WILLIAM A. SHAW,
Prothonotary

Deputy

ALAN D. BUDMAN, ESQUIRE
Identification No. 26656
1150 Old York Road
Second Floor
Abington, PA 19001
(215) 884-1600

Attorney for Plaintiff

CREDEX AUTO LEASING & FINANCE, INC. : CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
: CIVIL TRIAL DIVISION
v. :
LYNETTE L. BROOKS : No. 00-796-CD

WRIT OF EXECUTION

Commonwealth of Pennsylvania, County of Clearfield

To the Sheriff of Clearfield County, Pa.

To satisfy the judgment, interest and costs against LYNETTE BROOKS, Defendant(s);

(1) You are directed to levy upon the property of the defendant(s) and to sell his, her (or their) interest therein; any and all personal property located at 1206 Daisy Street, Clearfield, PA 16830

(2) You are also directed to attach the property of the defendant not levied upon in the possession of _____ as Garnishee(s) per property description attached:

(a) an attachment has been issued;

(b) the garnishee(s) is enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof.

(c) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than the named garnishee(s), you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

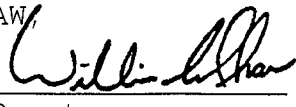
Costs: Amount Due: \$ 4,482.04
Prothonotary: \$ 87.25 Interest from: 8/16-10/15/01
Sheriff: \$ _____ TOTAL: \$ _____

Plus costs as per endorsement hereon.

(SEAL)

WILLIAM A. SHAW
Prothonotary

Dated 3/18/02


Deputy

RECEIVED MAR 18 2002

@ 11:45 AM

Walter A. Hawkins
by Margaret H. Butt

COURT OF COMMON PLEAS

No.: 00-796-CD

CREDEX AUTO LEASING & FINANCE
Renaissance Center
5800 Landerbrook Drive
Mayfield Heights, OH 44124

vs.

LYNETTE L. BROOKS
1206 Daisy Street
Clearfield, PA 16830

WRIT OF EXECUTION

ALAN D. BUDMAN, ESQUIRE
I.D. No.: 26656
1150 Old York Road
Second Floor
Abington, PA 19001
(215) 884-1600

PERSONAL PROPERTY

SCHEDULE OF DISTRIBUTION

NAME: BROOKS NO. 00-796-CD

NOW, , by virtue of the writ hereunto attached,
after having given due and legal Notice of the time and place of sale, by handbills posted on the
premises, setting forth the time and place of sale, I sold on the day of 2002,
the defendant's personal property for and made the following appropriations.

SHERIFF COSTS:

RDR	9.00
SERVICE	9.00
MILEAGE	2.00
LEVY	60.00
MILEAGE	2.00
POSTING	9.00
HANDBILLS	50.00
COMMISSION	89.60
UNABLE TO LEVY (9.00)	
POSTAGE	2.22
ADD'L SERVICE	99.00
ADD'L MILEAGE-DEPUTIZE	26.00
ADD'L POSTING	99.00
COPIES/BILLING	25.00
BID	
RETURN OF INTERROGATORIES	
PHONE CALLS	25.00
ADJOURNED SALE	15.00

TOTAL SHERIFF COSTS 521.82

DEBT & INTEREST

DEBT	4,482.04
INTEREST 8/16-10/15-01	
TOTAL DEBT & INTEREST	4,482.04

COSTS:

ATTORNEY PAID	
ATTORNEY FEES	
COSTS TO PROTHONOTARY	187.00
SHERIFF'S COSTS	521.82
REFUND OF ADVANCE	
REFUND OF SURCHARGE	

COSTS
OTHER COSTS-PREVIOUS

TOTAL COSTS 708.82

TOTAL DEBT AND COSTS 5,190.86

COMMISSION 2% ON THE FIRST \$100,000.00 AND 1/2% ON ALL OVER THAT. DISTRIBUTION
WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE
FILED WITH THIS OFFICE WITHIN TEN (10) DAYS FROM THIS DATE.

Chester A. Hawkins, Sheriff

ALAN D. BUDMAN

ATTORNEY AT LAW

Second Floor

1150 Old York Road

Abington, PA 19001

(215) 884-1600

Fax: (215) 886-8887

Fax

Transmittal

To:

Peggy

Fax:

814-765-5715

From:

Alan D. Budman

Date:

3-22-01

Re:

Credex v. Brooks

Pages:

1, including cover sheet.

NOTES:

Dear Peggy,
Kindly cancel the Sheriff's Sale scheduled
for 3-23-01, as we discussed. Thanks,



ALAN D. BUDMAN

ATTORNEY AT LAW
Second Floor
1150 Old York Road
Abington, PA 19001
(215) 884-1600
Fax: (215) 886-8887

Fax Transmittal

To:

Marilyn

Fax:

814-765-5915

From:

Alan D. Budman

Date:

8-16-01

Re:

Credex v. Brooks

Pages:

1, including cover sheet.

NOTES:

Please postpone the above sheriff's sale
(personal property) scheduled for Fri - 8/17/01
at 10:00 am.

Thank you,



Att. for Plaintiff

ALAN D. BUDMAN

ATTORNEY AT LAW

P.O Box 654

Abington, PA 19001

(215) 884-1600

Fax: (215) 886-8887

Fax

Transmittal

To:

Peggy

Fax:

814-765-5915

From:

Alan D. Budman

Date:

5-16-02

Re:

Creden v. Brooks

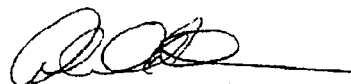
Pages:

1, including cover sheet.

NOTES:

Please postpone the Sheriff's
Sale (personal prop.) scheduled for
Fri 5/17/02 at 10:00 a.m.

Thank you,



A Hy. for Plain.

ALAN D. BUDMAN
ATTORNEY AT LAW
P.O Box 654
Abington, PA 19001
(215) 884-1600
Fax: (215) 886-8887

Called attorney's
office 7/15/02 Sheriff
said they need to
send another advance
because everyone will
have to be served
again.

Fax Transmitta

To:

Cindy

Fax:

814-765-5915

From:

Alan D. Budman

Date:

6-27-02

Re:

Credex v. Brooks

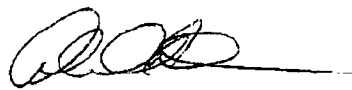
Pages:

1, including cover sheet.

NOTES:

Please reschedule the Sheriff's
Sale (personal prop.) ^(that had been) scheduled for
Fri 5/17/02 at 10:00 a.m.

Thank you,


A Hy. for Alan.

ALAN D. BUDMAN

ATTORNEY AT LAW

P.O Box 654

Abington, PA 19001

(215) 884-1600

Fax: (215) 886-8887

Fax

Transmittal

To:

Cindy

Fax:

814-765-5915

From:

Alan D. Budman

Date:

9-11-02

Re:

Creden v. Brooks

Pages:

1, including cover sheet.

NOTES:

Please postpone the Sheriff's
Sale (personal prop.) scheduled for
this 9/12/02 at 10:00 am.

Thank you,



A Hy. for Alan.

ALAN D. BUDMAN

ATTORNEY AT LAW

P.O. Box 654

Abington, PA 19001

(215) 884-1600

Fax: (215) 886-8887

Fax

Transmittal

To:

Cindy

Fax:

814-765-5815

From:

Alan D. Budman

Date:

12-12-02

Re:

Credex v. Brooks

Pages:

1, including cover sheet.

NOTES:

Please reschedule the Sheriff's
Sale (personal prop.) for
Fri. 1/31/03 at 10:00 a.m.

Thank you,



A Hy. for Plam.

ALAN D. BUDMAN

ATTORNEY AT LAW

P.O. Box 654

Abington, PA 19001

(215) 884-1600

Fax: (215) 886-8887

Fax

Transmittal

To:

Peggy or Cindy

Fax:

814-765-5915

From:

Alan D. Budman

Date:

1-27-03

Re:

Credex v. Brooks

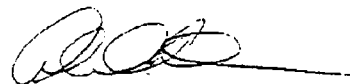
Pages:

1, including cover sheet.

NOTES:

Please postpone the Sheriff's
Sale (personal prop.) scheduled for
Fri 1/31/03 at 10:00 a.m. for 3 weeks (to 4/21/03)

Thank you,



A Hy. for Alan

ALAN D. BUDMAN
ATTORNEY AT LAW
Second Floor
1150 Old York Road
Abington, PA 19001
(215) 884-1600
Fax: (215) 886-8887

Fax Transmittal

To:

Cindy

Fax:

814-765-5915

From:

Alan D. Budman

Date:

2-20-03

Re:


Credex v Brooks

Pages:

1, including cover sheet.

NOTES:

Please cancel the Sheriff's Sale
(personal prop.) scheduled for 2/21/03 at 10:00.
The Def. has paid and I will file an
Order to Satisfy. Thank you.


Alan D. Budman,
Atty. for Plaintiff