

00-1211-CD  
ASSOCIATES COMMERCIAL CORPORATION -vs- ROBERT W. EVANS

x

15 ASSOCIATES COMMERCIAL CORPORATION  
Plaintiff

v.

83 ROBERT W. EVANS  
Defendant

: IN THE COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY, PENNSYLVANIA  
:  
: NO. 00-1211-CD  
:  
: CIVIL DIVISION - LAW  
: REPLEVIN COMPLAINT

**NOTICE**

**YOU HAVE BEEN SUED IN COURT.** IF YOU WISH TO DEFEND AGAINST THE CLAIM SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY AN ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
1 NORTH SECOND STREET  
CLEARFIELD, PA 16830  
814-765-2641, EXT. 32

**FILED**

OCT 02 2000

William A. Shaw  
Prothonotary

**NOTICA**

LE HAN DEMANDADO A USTED EN LA CORTE. SI USTED QUIERE DEFENDERSE DE ESTAS DEMANDAS EXPUESTAS EN LAS PAGINAS SIGUIENTES, USTED TIENE VEINTE (20) DIAS DE PLAZO AL PARTIR DE LA FECHA DE LA DEMANDA Y LA NOTIFICACION. USTED DEBE PRESENTAR UNA APARIENCIA ESCRITA O EN PERSONA O POR ABOGADO Y ARCHIVAR EN LA CORTE EN FORMA ESCRITA SUS DEFENSAS O SUS OBJECIONES A LAS DEMANDAS EN CONTRA DE SU PERSONA. SEA AVISADO QUE SI USTED NO SE DEFIENDE, LA CORTE TOMARA MEDIDAS Y PUEDA ENTRAR UNA ORDEN CONTRA USTED SIN PREVIO AVISO O NOTIFICACION Y POR CUALQUIER QUEJA O ALIVIO QUE ES PEDIDO EN LA PETICION DE DEMANDA. USTED PUEDE PERDER DINERO O SUS PROPIEDADES O OTROS DERECHOS IMPORTANTES PARA USTED.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
1 NORTH SECOND STREET  
CLEARFIELD PA 16830  
814-765-2641, EXT. 32

ASSOCIATES COMMERCIAL CORPORATION  
Plaintiff

v.

ROBERT W. EVANS  
Defendant

: IN THE COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY, PENNSYLVANIA  
:  
: NO.  
:  
: CIVIL DIVISION - LAW  
: REPLEVIN COMPLAINT

### **COMPLAINT**

The Plaintiff, ASSOCIATES COMMERCIAL CORPORATION, by its attorneys, **KNUPP, KODAK & IMBLUM, P.C.**, brings this action against the Defendant to recover possession of one 1994 Peterbilt 379 Tractor and one 1998 Peterbilt 379 Tractor, as more specifically identified hereinbelow, and in furtherance thereof, sets forth the following:

1. The Plaintiff, ASSOCIATES COMMERCIAL CORPORATION, is a corporation organized and existing under the laws of the State of Texas, having office and place of business at 50 Lakefront Boulevard, Suite 130, Buffalo, New York 14202-4388.

2. The Defendant, ROBERT W. EVANS, is an adult individual with a last known address of 610 Williams Street, Clearfield, Clearfield County, Pennsylvania 16830.

3. On or about March 18, 1998, one Robert G. Prisk did enter in a Security Agreement (Conditional Sale Contract) with Plaintiff for the purchase of a 1998 Peterbilt 379 Tractor, Vehicle Identification Number 1XP5D69X9WN446865. A true and correct copy of said Security Agreement (Conditional Sale Contract) is attached hereto, marked as Exhibit "A" and made a part hereof.

4. On or about January 8, 1999, Defendant, ROBERT W. EVANS, did enter into a Transfer and Assumption Agreement to assume the aforesaid account, thereby purchasing the 1998 Peterbilt 379 Tractor, Vehicle Identification Number

1XP5D69X9WN446865. A true and correct copy of said Transfer and Assumption Agreement is attached hereto, marked as Exhibit "B" and made a part hereof.

5. By the terms of the Security Agreement (Conditional Sale Contract) herein found at Exhibit "A" and the Transfer and Assumption Agreement herein found at Exhibit "B", Plaintiff maintained a security interest in the collateral known as the 1998 Peterbilt 379 Tractor, Vehicle Identification Number 1XP5D69X9WN446865.

6. Further evidencing Plaintiff's security interest in the collateral, attached hereto, marked as Exhibit "C" and made a part hereof is the Certificate of Title from the Commonwealth of Pennsylvania setting forth both Defendant's ownership and Plaintiff's first lien position.

7. On or about February 1, 1999, Defendant did enter into a Security Agreement (Conditional Sale Contract) with Plaintiff for the purchase of a 1994 Peterbilt 379 Tractor, Vehicle Identification Number 1XP5DE9X6RN342512. A true and correct copy of said Security Agreement (Conditional Sale Contract) is attached hereto, marked as Exhibit "D" and made a part hereof.

8. By the terms of the Security Agreement (Conditional Sale Contract herein found at Exhibit "D", Plaintiff maintained a security interest in the collateral known as the 1994 Peterbilt 379 Tractor, Vehicle Identification Number 1XP5DE9X6RN342512.

9. Further evidencing Plaintiff's security interest in the collateral, attached hereto, marked as Exhibit "E" and made a part hereof is the Certificate of Title from the Commonwealth of Pennsylvania setting forth both Defendant's ownership and Plaintiff's first lien position.

10. Defendant has defaulted under the terms of the Security Agreements (Conditional Sale Contracts) attached hereto at Exhibits "A" and "D" by failing to make monthly payments when due and owing.

11. The two vehicles in question, due to Plaintiff's lack of knowledge as to their condition and mileage, have an unknown retail value.

12. Defendant has failed and refused, despite repeated demands from Plaintiff, to pay the balance due under the Security Agreements (Conditional Sale Contracts) or to deliver possession of the two identified vehicles in question to the Plaintiff.

WHEREFORE, Plaintiff demands Judgment of possession, together with reasonable attorney's fees, interest and costs.

Respectfully submitted,

**KNUPP, KODAK & IMBLUM, P.C.**



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Robert D. Kodak  
407 North Front Street  
Post Office Box #11848  
Harrisburg, PA 17108-1848  
(717) 238-7151  
Attorney ID No. 18041

Attorney for Plaintiff



**SECURITY AGREEMENT  
(Conditional Sale Contract)**

The undersigned buyer, meaning all buyers jointly and severally ("Buyer"), having been quoted both a time sale price and cash sale price, has elected to purchase and hereby purchases from the undersigned seller ("Seller") for the time sale price equal to the cash price (item 1) plus the total insurance costs (item 4) plus the total other costs (item 5) plus the finance charge (item 7) shown below, under the terms and provisions of this agreement, the following described property (herein, with all present and future attachments, accessories, replacement parts, repairs, additions, and all proceeds thereof, referred to as "Collateral"):

Year	Make	Model	Description	Identification Number
1998	PETERBILT	379	TRACTOR	1XP5D69X9WN446865

Collateral Will Be Kept At (Address): BOX 440 SCOHFIELD ST. County CLEARFIELD State PA

**INSURANCE COVERAGE**

**LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS AGREEMENT.**

PHYSICAL DAMAGE INSURANCE COVERING THE COLLATERAL IS REQUIRED; however, Buyer has the option of furnishing the required insurance either through existing policies or through an agent or broker of Buyer's choice.

☐ Buyer requests and authorizes Seller to obtain the insurance coverage checked 4(a) Insurance Costs on the Collateral for months and for the premium set forth 4(a) Insurance Costs.

↑  
CHECK  
ONE  
↓

☒ Buyer has obtained the required coverages through:

\_\_\_\_\_  
(Agent's Name and Address)

\_\_\_\_\_  
(Name of Insurance Company)

CREDIT INSURANCE, if included, is not a factor in the approval of credit, is not required by the Seller and is for the term of the credit only.

☐ Buyer desires Credit Insurance: Premium \$ \_\_\_\_\_  
(Enter above and in 4(b) - INSURANCE CHARGES)

↑  
CHECK  
ONE  
↓

☐ Buyer hereby requests and authorizes Seller to obtain Credit Insurance, if checked above, to the extent the cost thereof is included in Item 4(b) - Insurance Charges.

☒ Buyer does not want Credit Insurance.

BUYER

*Robert G. Prisk*

Date 03/18/98

(Only one person may sign above, and any credit insurance covers only that person. Credit insurance does not cover any co-buyer.)

1. CASH PRICE..... \$ 96,500.00

2. (a) Cash Down Payment..... \$ 0.00

Trade-In:

Gross Allowance..... \$ 49,500.00

Less Amount Owed..... \$ 46,185.48

(b) Trade-in (Net Allowance)..... \$ 3,314.52

Description of Trade-In:

TOTAL DOWN PAYMENT (a + b)..... \$ 3,314.52

3. UNPAID CASH

PRICE BALANCE (1 Minus 2)..... \$ 93,185.48

4. INSURANCE COSTS

(a) Physical Damage

Insurance coverage,

as checked below,

for \_\_\_\_\_ months from

the date hereof 03/18/98 \$ 0.00

☐ \$ \_\_\_\_\_ Deductible Fire, Theft, Combined  
Additional Coverage, and  
Deductible Collision; or

☐ \$ \_\_\_\_\_ Deductible Comprehensive and  
Deductible Collision.

(b) Credit Life Insurance

for the term of the

credit only..... \$ 0.00

TOTAL INSURANCE COSTS (a + b)..... \$ 0.00

5. OTHER COSTS (Itemize)

(a) Registration or License..... \$ 0.00

(b) Title Fee..... \$ 0.00

(c)..... \$ 0.00

TOTAL OTHER COSTS (a + b + c)..... \$ 0.00

6. PRINCIPAL AMOUNT FINANCED (3 + 4 + 5)..... \$ 93,185.48

7. FINANCE CHARGE..... \$ 33,663.40

8. TIME BALANCE (6 + 7)..... \$ 126,848.88

Page 1 of 3 of Security Agreement dated 03/18/98 between ROBERT G. PRISK (Buyer)  
and LAKE DIESEL INC. DBA LAKE PETERBILT CO. (Seller) which includes, without limitation, an item of Collateral with the following  
serial number: 1XP5D69X9WN446865



*R.P.*

PAYMENT SCHEDULE: Buyer promises to pay Seller the TIME BALANCE.(Item 3 above) in 72 installments as follows:  
(Total No. of Installments)

For equal successive monthly installments: (a) \$ 1,761.79 on 04/18/98 and a like sum on the like date of each month thereafter until fully paid, provided, however, that the final installment shall be in the amount of \$ 1,761.79 .

For other than equal successive monthly installments: (b)

A. **COLLATERAL USE.** Buyer warrants and agrees that: the Collateral was delivered to and accepted by Buyer in satisfactory condition; the Collateral will be used solely for business purposes; the Collateral is free from and will be kept free from all liens, claims, security interests and encumbrances other than that created hereby; notwithstanding Seller's claim to proceeds, Buyer will not, without Seller's prior written consent, sell, rent, lend, encumber, pledge, transfer, secrete or otherwise dispose of any of the Collateral, nor will Buyer permit any such act; the Collateral will be maintained in good operating condition, repair and appearance, and will be used and operated with care, only by qualified personnel in the regular course of Buyer's business and in conformity with all applicable governmental laws and regulations; the Collateral shall remain personal property and not become part of any real property regardless of the manner of affixation; Seller may inspect the Collateral at all reasonable times and from time to time; and the Collateral will be kept by Buyer at the location set forth for it on the face hereof and will not be removed from said location without the prior written consent of Seller, except that an item of Collateral which is mobile and of a type normally used at more than one location may be used by Buyer away from said location in the regular course of Buyer's business provided that (a) such item is not removed from the State of said location, and (b) if such item is not returned to said location within 30 days, Buyer will immediately thereafter, and each 30 days thereafter until the item is returned, report the then current location thereof to Seller in writing.

B. **COLLATERAL PRESERVATION.** Buyer agrees, at its own cost and expense: to do everything necessary or expedient to perfect and preserve the security interests of Seller obtained hereunder; to defend any action, proceeding or claim affecting the Collateral including but not limited to any forfeiture action or proceeding; to pay all expenses incurred by Seller in enforcing its rights after the occurrence of an event of default hereunder, including the reasonable fees of any attorneys retained by Seller (15% of all sums then owing hereunder if permitted by law); and to pay promptly all taxes, assessments, license fees and other public or private charges when levied or assessed against the Collateral, this agreement or any accompanying note.

C. **INSURANCE.** Buyer shall at all times bear all risk of loss of, damage to or destruction of the Collateral. Buyer agrees to procure forthwith and maintain insurance on the Collateral, for the actual cash value thereof and for the life of this agreement, in the form of Fire Insurance with Combined Additional Coverage and Collision, Theft and/or Vandalism and Malicious Mischief Coverage when appropriate, plus such other insurance as Seller may specify from time to time, all in form and amount and with insurers satisfactory to Seller. Buyer agrees to deliver promptly to Seller certificates or, if requested, policies of insurance satisfactory to Seller, each with a standard long-form loss-payable endorsement naming Seller or assigns as loss-payee as their interests may appear. Each policy shall provide that Seller's interest therein will not be invalidated by the acts, omissions or neglect of anyone other than Seller, and will contain insurer's agreement to give 30 days prior written notice to Seller before cancellation of or any material change in the policy will be effective as to Seller, whether such cancellation or change is at the direction of Buyer or insurer. Seller's acceptance of policies in lesser amounts or risks will not be a waiver of Buyer's foregoing obligation. Buyer assigns to Seller all proceeds of any physical damage or credit insurance for which a charge is stated herein or which is maintained by Buyer in accordance herewith, including returned and unearned premiums, up to the amount owing hereunder by Buyer. Buyer directs all insurers to pay such proceeds directly to Seller. Buyer authorizes Seller to endorse Buyer's name to all remittances without the joinder of Buyer.

D. **FINANCING STATEMENT.** If permitted by law, Buyer agrees that a carbon, photographic or other reproduction of this agreement or of a financing statement may be filed as a financing statement.

E. **PERFORMANCE.** If Buyer fails to perform any of its obligations hereunder, Seller may perform the same, but shall not be obligated to do so, for the account of Buyer to protect the interest of Seller or Buyer or both, at Seller's option, and Buyer shall immediately repay to Seller any amounts paid by Seller in such performance, together with interest thereon at the same rate as is set forth on the face hereof as payable upon acceleration.

F. **DEFAULT.** Time is of the essence. An event of default shall occur if: (a) Buyer fails to pay when due any amount owed by it to Seller or to any affiliate of Seller, whether hereunder or under any other instrument or agreement; (b) Buyer fails to perform or observe any other term or provision to be performed or observed by it hereunder or under any other instrument or agreement furnished by Buyer to Seller or to any affiliate of Seller or otherwise acquired by Seller or any affiliate of Seller; (c) Buyer becomes insolvent or ceases to do business as a going concern; (d) any of the Collateral is lost or destroyed; (e) Buyer makes an assignment for the benefit of creditors or takes advantage of any law for the relief of debtors; (f) a petition in bankruptcy or for an arrangement, reorganization, or similar relief is filed by or against Buyer; (g) any property of Buyer is attached, or a trustee or receiver is appointed for Buyer or for a substantial part of its property, or Buyer applies for such appointment; or (h) there shall be a material change in the management, ownership or control of Buyer.

G. **REMEDIES.** Upon the occurrence of an event of default, and at any time thereafter as long as the default continues, Seller may, at its option, with or without notice to Buyer (i) declare this agreement to be in default, (ii) declare the indebtedness hereunder to be immediately due and payable, (iii) declare all other debts then owing by Buyer to Seller to be immediately due and payable, (iv) cancel any insurance and credit any refund to the indebtedness, and (v) exercise all of the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable laws, including the right to require Buyer to assemble the Collateral and deliver it to Seller at a place to be designated by Seller which is reasonably convenient to both parties, and to lawfully enter any premises where the Collateral may be without judicial process and take possession thereof. Acceleration of any and all indebtedness, if so elected by Seller, shall be subject to all applicable laws including those pertaining to refunds and rebates of unearned charges. Any property other than Collateral which is in or upon the Collateral at the time of repossession may be taken and held without liability until its return is requested by Buyer. Unless otherwise provided by law, any requirement of reasonable notice which Seller may be obligated to give regarding the sale or other disposition of Collateral will be met if such notice is mailed to Buyer at its address shown herein at least ten days before the time of sale or other disposition. Seller may buy at any sale and become the owner of the Collateral. Buyer agrees that Seller may bring any legal proceedings it deems necessary to enforce the payment and performance of Buyer's obligations hereunder in any court in the State shown in Seller's address set forth herein, and service of process may be made upon Buyer by mailing a copy of the summons to Buyer at its address shown herein. The inclusion of a trade name or division name in the identification of Buyer hereunder shall not limit Seller's right, after the

Page 2 of 3 of Security Agreement dated 03/18/98 between ROBERT G. PRISK (Buyer)  
and LAKE DIESEL INC. DBA LAKE PETERBILT CO. (Seller) which includes, without limitation, an item of Collateral with the following  
serial number: 1XP5D69X9WN446865

occurrence of an event of default, to proceed against all of Buyer's assets, including those held or used by Buyer individually or under another trade or division name. Expenses of retaking, holding, preparing for sale, selling and the like shall include (a) the reasonable fees of any attorneys retained by Seller (15% of all sums then owing hereunder if permitted by law), and (b) all other legal expenses incurred by Seller. Buyer agrees that it is liable for and will promptly pay any deficiency resulting from any disposition of Collateral after default.

H. **REINSTATEMENT.** At Seller's option, Buyer may reinstate this agreement and redeem the Collateral within 15 days after notice of repossession, if Buyer pays all past due installments, accrued default charges and, if replevined by legal process authorized cost of suit, including reasonable attorney's fees, but if default at time of repossession exceeds 15 days, Buyer shall pay also the expense of retaking, repairing and storage authorized by law. Buyer has the right (as distinguished from Seller's option) to redeem the Collateral and terminate this agreement within 15 days after notice of repossession, by paying the unpaid time balance, plus the foregoing applicable charges, costs and expenses, minus unearned finance charge. If Buyer does not so redeem, Buyer loses all claim to the Collateral.

I. **PREPAYMENT.** Upon the prepayment in full of all amounts due hereunder, Buyer shall be allowed a prepayment rebate representing the portion of the finance charge which the sum of the periodic time balances after the date of prepayment bears to the sum of all periodic time balances under the payment schedule provided herein, but seller shall be permitted to retain a minimum finance charge of \$10.00.

J. **GENERAL.** Waiver of any default shall not be a waiver of any other default; all of Seller's rights are cumulative and not alternative. No waiver or change in this agreement or in any related note shall bind Seller unless in writing signed by one of its officers. The term "Seller" shall include any assignee of Seller who is the holder of this agreement. After assignment of this agreement by Seller, the assignor will not be the assignee's agent for any purpose and Buyer's obligations and liabilities hereunder to the assignee will be absolute and unconditional and will not be subject to any abatement, reduction, recoupment, defense, set-off or counterclaim available to Buyer for breach of warranty or for any other reason whatsoever. Any provisions hereof contrary to, prohibited by or invalid under applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof. Buyer waives all exemptions to the extent permitted by law. Buyer hereby waives any right to trial by jury in any action relating to this agreement. Seller may correct patent errors herein. All of the terms and provisions of this agreement shall apply to and be binding upon Buyer, its heirs, personal representatives, successors and assigns and shall inure to the benefit of Seller, its successors and assigns.

K. **ACCELERATION INTEREST.** Buyer agrees to pay Seller, upon acceleration of the above indebtedness, interest on all sums then owing hereunder at the rate of 1 1/2 % per month if not prohibited by law, otherwise at the highest rate Buyer can legally obligate itself to pay and/or Seller can legally collect. Any note taken herewith evidences indebtedness and not payment. All amounts payable hereunder are payable at Seller's address shown below or at such other address as Seller may specify from time to time in writing.

L. **LATE INSTALLMENTS.** For each installment not paid within ten (10) days of its scheduled due date Buyer agrees to pay Seller a default charge of 4% of the amount of such installment.

M. **SECURITY INTEREST.** To secure payment of the TIME BALANCE (Item 8), Seller retains title to and a security interest in the Collateral regardless of any retaking and redelivery of the Collateral to Buyer.

N. **CROSS SECURITY.** Buyer grants to Seller a security interest in the Collateral to secure the payment and performance of all absolute and all contingent obligations and liabilities of Buyer to Seller, or to any assignee of Seller, now existing or hereafter arising, whether under this agreement or any other agreement and whether due directly or by assignment; provided, however, upon any assignment of this agreement by Seller, the assignee shall be deemed for the purpose of this paragraph the only party with a security interest in the Collateral.

O. **DISCLAIMER.** There are no warranties other than those made by the manufacturer of the Collateral. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE QUALITY, WORKMANSHIP, DESIGN, MERCHANTABILITY, SUITABILITY, OR FITNESS OF THE COLLATERAL FOR ANY PARTICULAR PURPOSE, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, unless such warranties are in writing and signed by Seller. Seller shall not under any circumstances be liable for loss of anticipatory profits or for consequential damages.

P. **ADDITIONAL COVENANTS AND ORAL AGREEMENT.** THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. Buyer and Seller agree that this is a three page agreement and each page hereof constitutes a part of this agreement.

Q. **CHattel PAPER.** This specific Security Agreement is to be sold only to ASSOCIATES COMMERCIAL CORPORATION and is subject to the security interest of ASSOCIATES COMMERCIAL CORPORATION. The only copy of this Security Agreement which constitutes Chattel Paper for all purposes of the Uniform Commercial Code is the copy marked "ORIGINAL FOR ASSOCIATES" which is delivered to and held by ASSOCIATES COMMERCIAL CORPORATION. Any change in the name of the assignee of this Security Agreement from ASSOCIATES COMMERCIAL CORPORATION shall render the copy of this Security Agreement so changed VOID and of no force and effect. No assignee or secured party other than Associates Commercial Corporation will under any circumstances acquire any rights in, under or to this Security Agreement or any sums due

**NOTICE TO BUYER :**  
**DO NOT SIGN THIS CONTRACT IN BLANK.**  
**YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN.**  
**KEEP IT TO PROTECT YOUR LEGAL RIGHTS.**

Buyer hereby acknowledges receipt of an exact copy of this contract.

Date 03/18/98

Seller LAKE DIESEL INC. DBA LAKE PETERBILT CO.  
(Name of individual, corporation or partnership.)

By [Signature] Title [Signature]  
(If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner or partner, show which.)

8125 WATTSBURG ROAD  
(Street Address)

ERIE PA 16509  
(City, State and Zip Code)

Buyer(s) ROBERT G. PRISK  
(Name of individual(s), corporation or partnership. Give trade style, if any, after name.)

By [Signature] Title INDIVIDUAL  
(If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner(s) or partner, show which.)

By [Signature] Title  
(If co-buyer, co-partner or co-officer, sign here and show which.)

BOX 440 SCOHFIELD ST.  
(Street Address)

CURWENSVILLE CLEARFIELD PA 16833  
(City, COUNTY, State, and Zip Code)

Buyer's Initials R.P.

Page 3 of 3 of Security Agreement dated 03/18/98 between ROBERT G. PRISK (Buyer) and LAKE DIESEL INC. DBA LAKE PETERBILT CO. (Seller) which includes, without limitation, an item of Collateral with the following serial number: 1XP5D69X9WN446865



## SELLER'S AGREEMENT

For value received, the undersigned ("Assignor") hereby sells, assigns and transfers to ASSOCIATES COMMERCIAL CORPORATION, its successors and assigns ("Assignee"), all Assignor's right, title and interest in and to (a) that certain security agreement dated 03/18/98 between

ROBERT G. PRISK

..... ("Buyer") and Assignor which includes, without limitation, an item of Collateral, as defined herein, with the following serial number: XP5D69X9WN446865 (the "Security Agreement"), (b) any notes, guaranties and other documents executed in connection with the Security Agreement (herein, with the Security Agreement, called the "Documents"), (c) all amounts due and to become due under the Documents, (d) the property in which a security interest is granted to or reserved by Assignor under the Security Agreement (the "Collateral"), and (e) all of Assignor's rights and remedies under or in connection with the Documents, including the right, without notice to Assignor and without affecting Assignor's liability hereunder: (i) to collect any and all amounts owing under the Documents, (ii) to endorse Assignor's name on any note or remittance received, (iii) to release or discharge the Buyer under the Security Agreement or any other persons obligated under the Documents, on terms satisfactory to Assignee, by operation of law or otherwise, (iv) to settle, compromise or adjust any and all rights against and to grant extensions of time of payment to Buyer or any other persons obligated under the Documents, and (v) to take any other action Assignor might take but for this assignment. Assignor warrants that: the Documents are genuine, enforceable and in all respects what they purport to be; all signatures, names, addresses, amounts and other statements and facts contained in the Documents and herein are true and correct; the Collateral was sold to Buyer in a bona fide time sale transaction; Buyer has paid the down payment in cash or as otherwise set forth in the Security Agreement, and no part thereof was loaned directly or indirectly by Assignor; the Collateral was delivered in satisfactory condition to Buyer on the date set forth below and was accepted by Buyer; any notice of insurance or certificate or policy thereof was or will be delivered to Buyer within the time required by law; all parties to the Documents have the capacity to contract and none of such parties is a minor; the security interest and reservation of title evidenced by the Security Agreement are valid, first, prior to all others and effective against all persons;

Assignor has caused or will promptly cause such actions or procedures to be taken as are required or permitted by statute or regulation to perfect such security interest and reservation of title in Assignee's favor, including, without limitation, filing financing statements, recording documents and obtaining Certificates of Title disclosing Assignee's interest; Assignor has full title to and the right to sell and assign the Documents and the security interest and reserved title evidenced thereby, and this assignment conveys the same free and clear of all liens and encumbrances whatsoever; the Documents are and will continue free from defenses, counterclaims, cross-claims, and set-offs; and Assignor shall continue to be liable hereunder, notwithstanding Assignee's waiver of or failure to enforce any of the terms, covenants or conditions contained in the Documents or any release of, or failure on the part of Assignee to realize upon or protect, the Collateral or any lien thereon. If any of the foregoing warranties are untrue, regardless of Assignee's knowledge thereof or lack of reliance thereon, or if Assignor breaches any provision hereof, Assignor hereby unconditionally agrees to (i) indemnify and hold Assignee harmless from any losses, damages or claims arising therefrom, and (ii) purchase the Documents on written demand from Assignee for the balance remaining unpaid thereunder, plus any expenses of collection, repossession, transportation and storage, and reasonable attorneys' fees and court costs incurred by Assignee, less any customary refund by Assignee of unearned finance charges.

ANY REASSIGNMENT OF THE DOCUMENTS AND/OR THE COLLATERAL BY ASSIGNEE SHALL BE WITHOUT RECOURSE OR WARRANTY OF ANY KIND. Assignor waives notice of acceptance hereof, presentment and demand for payment, protest and notice of non-payment, and subordinates all rights Assignor may now or hereafter have against Buyer to any rights Assignee may now or hereafter have against Buyer. Assignor shall have no authority to, and will not, without Assignee's prior consent, accept collections, repossess, substitute or consent to the return of the Collateral or modify the terms of the Documents.

The Collateral was delivered to Buyer on 03/18/98  
(Date)

WITH RECOURSE: If Buyer fails to pay any payment on the Documents when due, or if Buyer is otherwise in default under the terms of the Documents, or if Buyer or Assignor becomes insolvent or makes an assignment for the benefit of creditors, or if a petition for a receiver or in bankruptcy is filed by or against Buyer or Assignor, then in any of such events Assignor will, without requiring Assignee to proceed against Buyer or any other person or any security, repurchase the Documents on written demand and pay Assignee in cash the balance remaining unpaid thereunder plus any expenses of collection, repossession, transportation and storage, and reasonable attorneys' fees and court costs incurred by Assignee, less any customary refund by Assignee of unearned finance charges. The terms and provisions of Seller's Assignment above the following described agreement are incorporated herein by reference:

(Identify specific agreement or, if none, show "None")

Assignor (Name of individual, corporation or partnership.)

Dated

By Title  
(If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner or partner, show which.)

WITHOUT RECOURSE: This assignment is Without Recourse as to the financial ability of the Buyer to pay, except as provided in Seller's Assignment above or as may be otherwise provided in the following described agreement between Assignor and Assignee. The terms and provisions of Seller's Assignment above and the following described agreement are incorporated herein by reference.

*SPECIAL WORK DEALER AGREEMENT*  
~~SPECIAL DEALER AGREEMENT - WOR~~  
DATED 09-12-97

(Identify specific agreement or, if none, show "None")

LAKE DIESEL INC DBA LAKE PETERBILT CO.

Assignor (Name of individual, corporation or partnership.)

Dated 03/18/98

By *[Signature]* Title *V-Pres*  
(If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner or partner, show which.)

REPURCHASE: Assignor hereby agrees with Assignee that in the event of repossession of the Collateral Assignor on written demand will purchase the Security Agreement from Assignee at a place designated by Assignee for the balance remaining unpaid under the Security Agreement plus any expenses of collection, repossession, transportation and storage, and reasonable attorneys' fees and court costs incurred by Assignee, less any customary refund by Assignee of unearned finance charges, and will so purchase the Security Agreement even though Assignee may have waived full performance of the provisions of the Security Agreement by Buyer without Assignor's consent. The terms and provisions of Seller's Assignment above and the following described agreement are incorporated herein by reference.

(Identify specific agreement or, if none, show "None")

Assignor (Name of individual, corporation or partnership.)

Dated

By Title  
(If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner or partner, show which.)



## AGREEMENT

ASSOCIATES COMMERCIAL CORPORATION

ASSOCIATES COMMERCIAL CORPORATION

50 LAKEFRONT BLVD STE. 130

BUFFALO, NY 14202

Gentlemen:

You have purchased one or more conditional sale contracts, lease agreements, chattel mortgages, security agreements, notes and other choses in action (herein designated "Accounts") arising from the sale or lease to us, by various vendors or lessors, of equipment and/or inventory (herein designated "Collateral") and/or you have made direct loans to us and/or leased Collateral to us and/or otherwise extended credit to us evidenced by Accounts creating security interests in Collateral.

In order to induce you to extend our time of payment on one or more Accounts and/or to make additional loans to us and/or to lease Collateral to us and/or to purchase additional Accounts, and in consideration of you so doing, and for other good and valuable consideration, the receipt of which we hereby acknowledge, we agree as follows:

All presently existing and hereafter acquired Collateral (the description of which is incorporated herein by reference) in which you have or shall have a security interest shall secure the payment and performance of all our liabilities and obligations to you of every kind and character, whether joint or several, direct or indirect, absolute or contingent, due or to become due, and whether under presently existing or hereafter created Accounts or agreements, or otherwise (herein individually and collectively designated "Obligations").

We further agree that your security interest in the Collateral covered by any Account now held or hereafter acquired by you shall not be terminated in whole or in part until and unless all of our Obligations to you are fully paid and satisfied and the terms of every Account now owned or hereafter acquired by you have been fully performed by us. It is further agreed that you are to retain your security interest in all Collateral covered by all Accounts now owned or hereafter acquired by you, as security for payment and performance under each such Account, notwithstanding the fact that one or more of such Accounts may become fully paid.

A default under any Account or other agreement between us shall be deemed to be a default under all other Accounts and agreements. A default shall result if we fail to pay any sum when due on any Account or agreement, or if we breach any of the other terms and conditions thereof, or if we become insolvent, cease to do business as a going concern, make an assignment for the benefit of creditors, or if a petition for a receiver or in bankruptcy is filed by or against us, or if any of our property is seized, attached or levied upon. Upon our default any or all Accounts and agreements shall, at your option, become immediately due and payable without notice or demand to us or any other party obligated thereon, and you shall have and may exercise any and all rights and remedies of a secured party under the Uniform Commercial Code as enacted in the applicable jurisdiction(s) and as otherwise granted or accorded to you under any Account, other agreement, rule of law, judicial decision or statute. We hereby waive, to the maximum extent permitted by law, notices of default, notices of repossession and sale or the disposition of Collateral, and all other notices, and in the event any such notice cannot be waived, we agree that if such notice is mailed to us postage prepaid at the address shown below at least ten (10) days prior to the exercise by you of any of your rights or remedies, such notice shall be deemed to be reasonable and shall fully satisfy any requirement for giving notice.

All rights and remedies granted to you hereunder shall be cumulative and not alternative, shall be in addition to and shall in no manner impair or affect your rights and remedies under any existing Account, agreement, statute, judicial decision or rule of law.

This instrument is intended to create cross-default and cross-security between and among all Accounts now owned or hereafter acquired by you.

This agreement may not be varied or altered nor its provisions waived except by your duly executed written agreement. This agreement shall inure to the benefit of your successors and assigns and shall be binding upon our heirs, administrators, executors, legal representatives, successors and assigns.

IN WITNESS WHEREOF, we have executed this Agreement on 03/18/98  
(Date)

ROBERT G. PRISK

(Name of Proprietorship, Partnership or Corporation, as applicable)

BOX 440 SCOHFIELD ST.

CURWENSVILLE PA 16833

(Principal Place of Business)

By Robert G. Prisk INDIVIDUAL  
(Signature) (Owner, Partner or Officer, as applicable)

By \_\_\_\_\_  
(Signature) (Owner, Partner or Officer, as applicable)

Accepted and agreed to on \_\_\_\_\_

03/18/98

(Date)

ASSOCIATES COMMERCIAL CORPORATION

By [Signature]  
(Name and Title)

TRANSFER AND ASSUMPTION  
AGREEMENT

1384620

ACCOUNT NUMBER

This Transfer and Assumption Agreement dated 01/08/99 is entered into by and between the undersigned transferor ("Transferor"), the undersigned transferee ("Transferee"), Associates Commercial Corporation, 50 Lakewood Blvd., Suite 130, Buffalo, NY 14202 ("Assignee") and any guarantor, endorser or dealer signed below.

On 03/18/98 Transferee purchased or leased from Lake Diesel, Inc. DBA Lake Peterbilt Co. ("Dealer")  
(DATE) 6123 Walltsburg Rd., Erie PA 16514

the following described property (herein, with all present and future attachments, accessories, replacements parts, repairs, additions, and all proceeds thereof, referred to as Collateral):

1998 Peterbilt 379 Tractor S#1XP5D69X9WN446865

and on that date executed a Security Agreement, Conditional Sale Contract, Chattel Mortgage or Lease (herein, with all amendments, thereto and any accompanying notes, referred to as the "Contract") as evidence of and as security for the payment of the amount set forth therein, of which there now remains unpaid under the Contract the sum of \$ 112,754.56 ("Present Balance") which is payable in 64 remaining installments as follows:

For equal successive monthly installments: (a) \$ on and a like sum on the like date of each month thereafter until fully paid, provided, however, that the final installment shall be in the amount of the remaining unpaid balance.

For other than equal successive monthly installments: (b) Transferee to pay \$2,328.85 at the time of transfer which represents 12/18/98 installment, \$317.07 in Late Charges and \$250.00 Transfer Fee followed by 63 installments of \$1,761.79 commencing on 01/18/99 followed by a like sum on a like date thereafter until fully paid

The Contract together with any guarantees or other documents executed in connection with the Contract have been assigned to Assignee and are now owned by Assignee. The Contract and any such guarantees and other documents and the Dealer's assignment thereof are herein collectively called the "Document". Transferor has advised Assignee that Transferor desires to sell to Transferee, and that Transferee desires to purchase, subject to the security interest, lien and/or reservations of title evidenced by the Contract. Transferor's interest in the Collateral, but Transferor is prohibited from doing so without first obtaining the written consent of Assignee to such sale. Transferor has requested Assignee to consent to the sale of the Collateral by Transferor to Transferee. Assignee has expressed its willingness to give its written consent to such sale provided that: (i) this Agreement is executed by Transferor and Transferee and delivered to Assignee; (ii) any guarantees and/or endorser of Transferor's obligations under the Contract (individually and collectively called the "Guarantor") and the Dealer and/or manufacturer, if required by Assignee, executed and deliver to Assignee this Agreement or such other consent and acknowledgment of the continuance of their obligations and liabilities under the Documents as Assignee may require; and (iii) the security interest, lien and/or reservation of title evidenced by the Contract is and continues to be valid, first, prior to all others and effective against all persons whether such persons are claiming by, through or under Transferor, Transferee or any other person.

NOW, THEREFORE, Transferor, for and in consideration of One Dollar and other valuable consideration paid to Transferor by Transferee, hereby sells and assigns to Transferee, all of Transferor's rights, title and interest in and to the Collateral, subject to the terms, conditions and agreements hereof and of the Contract, including, without limitation, the security interest, lien and/or reservation of title evidenced thereby.

The Collateral will be kept at: RD#2 Box 48 Curwensville, PA 16833  
Street Address & City (County) (State/Province & Zip Code)

Present location of the Collateral if different from the foregoing: Street Address & City (County) (State/Province & Zip Code)

No oral Agreement, Warranty, Promise, Representation or Warranty shall be binding on Assignee.

The additional terms and conditions on the reverse side are a part of this agreement.

IN WITNESS WHEREOF, we have hereunder set our hands and seals as of the day and year first above written.

TRANSFEROR HEREBY ACKNOWLEDGES RECEIPT OF AN EXACT COPY OF THIS AGREEMENT AND THE CONTRACT

TRANSFEROR HEREBY ACKNOWLEDGES RECEIPT OF AN EXACT COPY OF THIS AGREEMENT AND THE CONTRACT

TRANSFEROR Robert G. Prisk

TRANSFEEEE Robert W. Evans

(Name of individual, corporation or partnership)  
Give trade style, if any, after name.)

(Name of individual, corporation or partnership)  
Give trade style, if any, after name.)

BY: Robert G. Prisk TITLE: Individual  
If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner(s) or partner, show which.)

BY: Robert W. Evans TITLE: Individual  
If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner(s) or partner, show which.)

RD#2 Box 48  
(Street Address of Transferee)

Curwensville Clearfield, PA 16833  
(City, COUNTY, State or Province and Zip Code)

Witness to Transferor's signature: Laird R. Stevenson  
(Witness)

Witness to Transferee's signature: Laird R. Stevenson  
(Witness)

GUARANTOR HEREBY ACKNOWLEDGES RECEIPT OF AN EXACT COPY OF THIS AGREEMENT

GUARANTOR HEREBY ACKNOWLEDGES RECEIPT OF AN EXACT COPY OF THIS AGREEMENT

GUARANTOR or ENDORSER NONE  
(Name of individual, corporation or partnership)

Partner  
(Name of individual, corporation or partnership)

BY: (Individual guarantors must sign without title. Sign simply "John Smith", not John Smith, President.)

BY: (Individual guarantors must sign without title. Sign simply "John Smith", not John Smith, President.)

DEALER HEREBY ACKNOWLEDGES RECEIPT OF AN EXACT COPY OF THIS AGREEMENT.

DEALER Lake Diesel, Inc. DBA Lake Peterbilt Co.  
(Name of individual, corporation or partnership)

By: [Signature] TITLE: 1- Pres

Assignee hereby consents to the above sale, transfer and assumption pursuant to the terms and conditions of the above Agreement

ASSOCIATES COMMERCIAL CORPORATION.



(AUTHORIZED REPRESENTATIVE)

**COMMONWEALTH OF PENNSYLVANIA**  
**DEPARTMENT OF TRANSPORTATION**  
**CERTIFICATE OF TITLE FOR A VEHICLE**

**8,370**  
**990223030000106-002**

**1XP5069X9NN446865** **98** **PETERBILT** **51845870502 R0**  
 VEHICLE IDENTIFICATION NUMBER YEAR MAKE OF VEHICLE TITLE NUMBER

**IT** **0** **SEAT CAR** **1/22/99** **800000** **0**  
 BODY TYPE OUP DATE OF TITLE DATE OF ISSUE UNLADEN WEIGHT GVWR GVWR TITLE BRANDS

**3/31/98** **3/22/99** **17,230** **80,000**  
 DATE PA TITLED DATE OF ISSUE UNLADEN WEIGHT GVWR GVWR TITLE BRANDS

**REGISTERED OWNER(S)**  
**ROBERT W EVANS D/B/A**  
**BOB EVANS TRUCKING**  
**R D 2 BOX 48**  
**CURWENSVILLE PA 16833**

**FIRST LIEN FAVOR OF**  
**ASSOCIATES COMMERCIAL**

**SECOND LIEN FAVOR OF**

**FIRST LIEN RELEASED** **DATE**  
**BY** **AUTHORIZED REPRESENTATIVE**

**MAILING ADDRESS**  
**031250**  
**ASSOCIATES COMMERCIAL**  
**BOX 168647**  
**IRVING TX 75016**

**SECOND LIEN RELEASED** **DATE**  
**BY** **AUTHORIZED REPRESENTATIVE**

**ODOMETER STATUS**  
 1. ACTUAL MILEAGE  
 2. MILEAGE EXCEEDS THE MECHANICAL LIMITS  
 3. NOT THE ACTUAL MILEAGE  
 4. NOT THE ACTUAL MILEAGE-ODOMETER TAMPERING VERIFIED  
 5. EXEMPT FROM ODOMETER DISCLOSURE

**TITLE BRANDS**  
 A - ANTI-LOCK VEHICLE  
 C - CARGO VEHICLE  
 D - COLLECTIBLE VEHICLE  
 E - OUT OF COUNTRY  
 F - CONDITIONALLY EXEMPT FROM NON-US DISTRIBUTION  
 H - AGRICULTURAL VEHICLE  
 I - LOGGING VEHICLE  
 J - TAXI/A POLICE VEHICLE  
 K - RECREATION VEHICLE  
 L - STREET ROD  
 M - RECREATION VEHICLE  
 N - VEHICLE CONTAINS RE-PAINTED VIN  
 O - FLOOD VEHICLE  
 X - HANSA TAXI

**BRADLEY L MALLORY**  
 Secretary of Transportation

**D. APPLICATION FOR TITLE AND LIEN INFORMATION**

**SUBSCRIBED AND SWORN TO BEFORE ME:** **MO.** **DAY** **YEAR**

**SIGNATURE OF PERSON ADMINISTERING OATH**

**When applying for title with a co-owner, either your address, check one of these blocks. If no block is checked, title will be issued as "Tenants in Common"**  
☐ **Joint Title with right of survivorship (tenants in common or joint tenancy, same party as the surviving owner)**  
☐ **Tenants in Common (on death of one owner, interest of deceased tenant goes either to her heirs or estate)**

**1ST LIEN DATE:** **IF NO LIEN CHECK** ☐

**1ST LIEN HOLDER**

**STREET**

**CITY** **STATE** **ZIP**

**FINANCIAL INSTITUTION NUMBER**

**2ND LIEN DATE:** **IF NO LIEN CHECK** ☐

**2ND LIEN HOLDER**

**STREET**

**CITY** **STATE** **ZIP**

**SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORITY**

**EXHIBIT**

THIS DOCUMENT CONTAINS A WATERMARK OF THE LIBERTY BELL

002822462



# SECURITY AGREEMENT (Conditional Sale Contract)

The undersigned buyer, meaning all buyers jointly and severally ("Buyer"), having been quoted both a time sale price and cash sale price, has elected to purchase and hereby purchases from the undersigned seller ("Seller") for the time sale price equal to the cash price (item 1) plus the total insurance costs (item 4) plus the total other costs (item 5) plus the finance charge (item 7) shown below, under the terms and provisions of this agreement, the following described property (herein, with all present and future attachments, accessories, replacement parts, repairs, additions, and all proceeds thereof, referred to as "Collateral"):

Year	Make	Model	Description	Identification Number
1994	PETERBILT	379	TRACTOR	1XP5DE9X6RN342512

Collateral Will Be Kept At (Address): CURWENSVILLE County CLEARFIELD State PA

## INSURANCE COVERAGE

### LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS AGREEMENT.

PHYSICAL DAMAGE INSURANCE COVERING THE COLLATERAL IS REQUIRED; however, Buyer has the option of furnishing the required insurance either through existing policies or through an agent or broker of Buyer's choice.

☒ Buyer requests and authorizes Seller to obtain the insurance coverage checked 4(a) Insurance Costs on the Collateral for months and for the premium set forth 4(a) Insurance Costs.

CHECK ONE  
↑  
↓

☐ Buyer has obtained the required coverages through:

(Agent's Name and Address)

(Name of Insurance Company)

CREDIT INSURANCE, if included, is not a factor in the approval of credit, is not required by the Seller and is for the term of the credit only.

☒ Buyer desires Credit Insurance: Premium \$ 572.80  
(Enter above and in 4(b) - INSURANCE CHARGES)

CHECK ONE  
↑  
↓

Buyer hereby requests and authorizes Seller to obtain Credit Insurance, if checked above, to the extent the cost thereof is included in Item 4(b) - Insurance Charges.

☐ Buyer does not want Credit Insurance.

BUYER

*Robert W. Evans* Date 2-1-99  
(Only one person may sign above, and any credit insurance covers only that person. Credit insurance does not cover any co-buyer.)

1. CASH PRICE \$ 42,149.00

2. (a) Cash Down Payment \$ 8,429.00

Trade-In:

Gross Allowance \$ 0.00

Less Amount Owed \$ 0.00

(b) Trade-in (Net Allowance) \$ 0.00

Description of Trade-In:

TOTAL DOWN PAYMENT (a + b) \$ 8,429.00

## 3. UNPAID CASH

PRICE BALANCE (1 Minus 2) \$ 33,720.00

## 4. INSURANCE COSTS

### (a) Physical Damage

Insurance coverage, as checked below,

for 36 months from the date hereof 1/15/99 \$ 4,340.00

☐ \$                      Deductible Fire, Theft, Combined Additional Coverage, and Deductible Collision; or

☒ \$ 1500 Deductible Comprehensive and \$ 1500 Deductible Collision.

### (b) Credit Life Insurance

for the term of the credit only \$ 572.80

TOTAL INSURANCE COSTS (a + b) \$ 4,912.80

## 5. OTHER COSTS (Itemize)

(a) Registration or License \$ 0.00

(b) Title Fee \$ 0.00

(c) \$ 0.00

TOTAL OTHER COSTS (a + b + c) \$ 0.00

6. PRINCIPAL AMOUNT FINANCED (3 + 4 + 5) \$ 38,632.80

7. FINANCE CHARGE \$ 7,560.96

8. TIME BALANCE (6 + 7) \$ 46,193.76

Page 1 of 3 of Security Agreement dated 2-1-99 between ROBERT W. EVANS DBA BOB EVANS TRUCKING (Buyer) and LAKE DIESEL, INC. DBA LAKE PETERBILT CO. includes, without limitation, an item of Collateral with the following serial number: 1XP5DE9X6RN342512

EXHIBIT

tabbies

D

LAKE DIESEL, INC. FOR RESOLUTES

Buyer's Initials

*RWE*

PAYMENT SCHEDULE: Buyer promises to pay Seller the TIME BALANCE (Item 8 above) in 36 installments as follows:

For equal successive monthly installments: (a) \$ 1,283.16 on 02/15/99 and a like sum on the like date of each month thereafter until fully paid, provided, however, that the final installment shall be in the amount of \$ 1,283.16.

For other than equal successive monthly installments: (b)

A. **COLLATERAL USE.** Buyer warrants and agrees that: the Collateral was delivered to and accepted by Buyer in satisfactory condition; the Collateral will be used solely for business purposes; the Collateral is free from and will be kept free from all liens, claims, security interests and encumbrances other than that created hereby; notwithstanding Seller's claim to proceeds, Buyer will not, without Seller's prior written consent, sell, rent, lend, encumber, pledge, transfer, secrete or otherwise dispose of any of the Collateral, nor will Buyer permit any such act; the Collateral will be maintained in good operating condition, repair and appearance, and will be used and operated with care, only by qualified personnel in the regular course of Buyer's business and in conformity with all applicable governmental laws and regulations; the Collateral shall remain personal property and not become part of any real property regardless of the manner of affixation; Seller may inspect the Collateral at all reasonable times and from time to time; and the Collateral will be kept by Buyer at the location set forth for it on the face hereof and will not be removed from said location without the prior written consent of Seller, except that an item of Collateral which is mobile and of a type normally used at more than one location may be used by Buyer away from said location in the regular course of Buyer's business provided that (a) such item is not removed from the State of said location, and (b) if such item is not returned to said location within 30 days, Buyer will immediately thereafter, and each 30 days thereafter until the item is returned, report the then current location thereof to Seller in writing.

B. **COLLATERAL PRESERVATION.** Buyer agrees, at its own cost and expense: to do everything necessary or expedient to perfect and preserve the security interests of Seller obtained hereunder; to defend any action, proceeding or claim affecting the Collateral including but not limited to any forfeiture action or proceeding; to pay all expenses incurred by Seller in enforcing its rights after the occurrence of an event of default hereunder, including the reasonable fees of any attorneys retained by Seller (15% of all sums then owing hereunder if permitted by law); and to pay promptly all taxes, assessments, license fees and other public or private charges when levied or assessed against the Collateral, this agreement or any accompanying note.

C. **INSURANCE.** Buyer shall at all times bear all risk of loss of, damage to or destruction of the Collateral. Buyer agrees to procure forthwith and maintain insurance on the Collateral, for the actual cash value thereof and for the life of this agreement, in the form of Fire Insurance with Combined Additional Coverage and Collision, Theft and/or Vandalism and Malicious Mischief Coverage when appropriate, plus such other insurance as Seller may specify from time to time, all in form and amount and with insurers satisfactory to Seller. Buyer agrees to deliver promptly to Seller certificates or, if requested, policies of insurance satisfactory to Seller, each with a standard long-form loss-payable endorsement naming Seller or assigns as loss-payee as their interests may appear. Each policy shall provide that Seller's interest therein will not be invalidated by the acts, omissions or neglect of anyone other than Seller, and will contain insurer's agreement to give 30 days prior written notice to Seller before cancellation of or any material change in the policy will be effective as to Seller, whether such cancellation or change is at the direction of Buyer or insurer. Seller's acceptance of policies in lesser amounts or risks will not be a waiver of Buyer's foregoing obligation. Buyer assigns to Seller all proceeds of any physical damage or credit insurance for which a charge is stated herein or which is maintained by Buyer in accordance herewith, including returned and unearned premiums, up to the amount owing hereunder by Buyer. Buyer directs all insurers to pay such proceeds directly to Seller. Buyer authorizes Seller to endorse Buyer's name to all remittances without the joinder of Buyer.

D. **FINANCING STATEMENT.** If permitted by law, Buyer agrees that a carbon, photographic or other reproduction of this agreement or of a financing statement may be filed as a financing statement.

E. **PERFORMANCE.** If Buyer fails to perform any of its obligations hereunder, Seller may perform the same, but shall not be obligated to do so, for the account of Buyer to protect the interest of Seller or Buyer or both, at Seller's option, and Buyer shall immediately repay to Seller any amounts paid by Seller in such performance, together with interest thereon at the same rate as is set forth on the face hereof as payable upon acceleration.

F. **DEFAULT.** Time is of the essence. An event of default shall occur if: (a) Buyer fails to pay when due any amount owed by it to Seller or to any affiliate of Seller, whether hereunder or under any other instrument or agreement; (b) Buyer fails to perform or observe any other term or provision to be performed or observed by it hereunder or under any other instrument or agreement furnished by Buyer to Seller or to any affiliate of Seller or otherwise acquired by Seller or any affiliate of Seller; (c) Buyer becomes insolvent or ceases to do business as a going concern; (d) any of the Collateral is lost or destroyed; (e) Buyer makes an assignment for the benefit of creditors or takes advantage of any law for the relief of debtors; (f) a petition in bankruptcy or for an arrangement, reorganization, or similar relief is filed by or against Buyer; (g) any property of Buyer is attached, or a trustee or receiver is appointed for Buyer or for a substantial part of its property, or Buyer applies for such appointment; or (h) there shall be a material change in the management, ownership or control of Buyer.

G. **REMEDIES.** Upon the occurrence of an event of default, and at any time thereafter as long as the default continues, Seller may, at its option, with or without notice to Buyer (i) declare this agreement to be in default, (ii) declare the indebtedness hereunder to be immediately due and payable, (iii) declare all other debts then owing by Buyer to Seller to be immediately due and payable, (iv) cancel any insurance and credit any refund to the indebtedness, and (v) exercise all of the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable laws, including the right to require Buyer to assemble the Collateral and deliver it to Seller at a place to be designated by Seller which is reasonably convenient to both parties, and to lawfully enter any premises where the Collateral may be without judicial process and take possession thereof. Acceleration of any and all indebtedness, if so elected by Seller, shall be subject to all applicable laws including those pertaining to refunds and rebates of unearned charges. Any property other than Collateral which is in or upon the Collateral at the time of repossession may be taken and held without liability until its return is requested by Buyer. Unless otherwise provided by law, any requirement of reasonable notice which Seller may be obligated to give regarding the sale or other disposition of Collateral will be met if such notice is mailed to Buyer at its address shown herein at least ten days before the time of sale or other disposition. Seller may buy at any sale and become the owner of the Collateral. Buyer agrees that Seller may bring any legal proceedings it deems necessary to enforce the payment and performance of Buyer's obligations hereunder in any court in the State shown in Seller's address set forth herein, and service of process may be made upon Buyer by mailing a copy of the summons to Buyer at its address shown herein. The inclusion of a trade name or division name in the identification of Buyer hereunder shall not limit Seller's right, after the

Page 2 of 3 of Security Agreement dated 2-1-99 between ROBERT W. EVANS DBA BOB EVANS TRUCKING (Buyer) and LAKE DIESEL INC. DBA LAKE PETERBILT CO. (Seller) which includes, without limitation, an item of Collateral with the following serial number: 1XP50E9X6RN342512

occurrence of an event of default, to proceed against all of Buyer's assets, including those held or used by Buyer individually or under another trade or division name. Expenses of retaking, holding, preparing for sale, selling and the like shall include (a) the reasonable fees of any attorneys retained by Seller (15% of all sums then owing hereunder if permitted by law), and (b) all other legal expenses incurred by Seller. Buyer agrees that it is liable for and will promptly pay any deficiency resulting from any disposition of Collateral after default.

H. **REINSTATEMENT.** At Seller's option, Buyer may reinstate this agreement and redeem the Collateral within 15 days after notice of repossession, if buyer pays all past due installments, accrued default charges and, if replevined by legal process authorized cost of suit, including reasonable attorney fees, but if default at time of repossession exceeds 15 days, Buyer shall pay also the expense of retaking, repairing and storage authorized by law. Buyer has the right (as distinguished from Seller's option) to redeem the Collateral and terminate this agreement within 15 days after notice of repossession, by paying the unpaid time balance, plus the foregoing applicable charges, costs and expenses, minus unearned finance charge. If Buyer does not so redeem, Buyer loses all claim to the Collateral.

I. **PREPAYMENT.** Upon the prepayment in full of all amounts due hereunder, Buyer shall be allowed a prepayment rebate representing the portion of the finance charge which the sum of the periodic time balances after the date of prepayment bears to the sum of all periodic time balances under the payment schedule provided herein, but seller shall be permitted to retain a minimum finance charge of \$10.00.

J. **GENERAL.** Waiver of any default shall not be a waiver of any other default; all of Seller's rights are cumulative and not alternative. No waiver or change in this agreement or in any related note shall bind Seller unless in writing signed by one of its officers. The term "Seller" shall include any assignee of Seller who is the holder of this agreement. After assignment of this agreement by Seller, the assignor will not be the assignee's agent for any purpose and Buyer's obligations and liabilities hereunder to the assignee will be absolute and unconditional and will not be subject to any abatement, reduction, recoupment, defense, set-off or counterclaim available to Buyer for breach of warranty or for any other reason whatsoever. Any provisions hereof contrary to, prohibited by or invalid under applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof. Buyer waives all exemptions to the extent permitted by law. Buyer hereby waives any right to trial by jury in any action relating to this agreement. Seller may correct patent errors herein. All of the terms and provisions of this agreement shall apply to and be binding upon Buyer, its heirs, personal representatives, successors and assigns and shall inure to the benefit of Seller, its successors and assigns.

K. **ACCELERATION INTEREST.** Buyer agrees to pay Seller, upon acceleration of the above indebtedness, interest on all sums then owing hereunder at the rate of 1 1/4% per month if not prohibited by law, otherwise at the highest rate Buyer can legally obligate itself to pay and/or Seller can legally collect. Any note taken herewith evidences indebtedness and not payment. All amounts payable hereunder are payable at Seller's address shown below or at such other address as Seller may specify from time to time in writing.

L. **LATE INSTALLMENTS.** For each installment not paid within ten (10) days of its scheduled due date Buyer agrees to pay Seller a default charge of 4% of the amount of such installment.

M. **SECURITY INTEREST.** To secure payment of the TIME BALANCE (Item 8), Seller retains title to and a security interest in the Collateral regardless of any retaking and redelivery of the Collateral to Buyer.

N. **CROSS SECURITY.** Buyer grants to Seller a security interest in the Collateral to secure the payment and performance of all absolute and all contingent obligations and liabilities of Buyer to Seller, or to any assignee of Seller, now existing or hereafter arising, whether under this agreement or any other agreement and whether due directly or by assignment; provided, however, upon any assignment of this agreement by Seller, the assignee shall be deemed for the purpose of this paragraph the only party with a security interest in the Collateral.

O. **DISCLAIMER.** There are no warranties other than those made by the manufacturer of the Collateral. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE QUALITY, WORKMANSHIP, DESIGN, MERCHANTABILITY, SUITABILITY, OR FITNESS OF THE COLLATERAL FOR ANY PARTICULAR PURPOSE, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, unless such warranties are in writing and signed by Seller. Seller shall not under any circumstances be liable for loss of anticipatory profits or for consequential damages.

P. **ADDITIONAL COVENANTS AND ORAL AGREEMENT.** THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. Buyer and Seller agree that this is a three page agreement and each page hereof constitutes a part of this agreement.

Q. **CHattel PAPER.** This specific Security Agreement is to be sold only to ASSOCIATES COMMERCIAL CORPORATION and is subject to the security interest of ASSOCIATES COMMERCIAL CORPORATION. The only copy of this Security Agreement which constitutes Chattel Paper for all purposes of the Uniform Commercial Code is the copy marked "ORIGINAL FOR ASSOCIATES" which is delivered to and held by ASSOCIATES COMMERCIAL CORPORATION. Any change in the name of the assignee of this Security Agreement from ASSOCIATES COMMERCIAL CORPORATION shall render the copy of this Security Agreement so changed VOID and of no force and effect. No assignee or secured party other than Associates Commercial Corporation will under any circumstances acquire any rights in, under or to this Security Agreement or any sums due

**NOTICE TO BUYER :**  
**DO NOT SIGN THIS CONTRACT IN BLANK.**  
**YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN.**  
**KEEP IT TO PROTECT YOUR LEGAL RIGHTS.**

Buyer hereby acknowledges receipt of an exact copy of this contract.

Date 2-1-99 28

Buyer(s) ROBERT W. EVANS DBA BOB EVANS TRUCKING  
(Name of individual(s), corporation or partnership. Give trade style, if any, after name.)

Seller LAKE DIESEL, INC. DBA LAKE PETERBILT CO.  
(Name of individual, corporation or partnership.)

X By [Signature] Title INDIVIDUAL  
(If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner(s) or partner, show which.)

By [Signature] Title Owner  
(If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner or partner, show which.)

By \_\_\_\_\_ Title \_\_\_\_\_  
(If co-buyer, co-partner or co-officer, sign here and show which.)

8125 WATTSBURG ROAD  
(Street Address)

RD # 2 BOX 48  
(Street Address)

ERIE PA 16509  
(City, State and Zip Code)

CURWENSVILLE CLEARFIELD PA 16833  
(City, COUNTY, State, and Zip Code)

Buyer's Initials X RWE

Page 3 of 3 of Security Agreement dated 2-1-99 between ROBERT W. EVANS DBA BOB EVANS TRUCKING (Buyer)  
and LAKE DIESEL, INC. DBA LAKE PETERBILT CO. (Seller) which includes, without limitation, an item of Collateral with the following  
serial number: 1XP50E9X6RN342512



## SELLER'S AGREEMENT

For value received, the undersigned ("Assignor") hereby sells, assigns and transfers to ASSOCIATES COMMERCIAL CORPORATION, its successors and assigns ("Assignee"), all Assignor's right, title and interest in and to (a) that certain security agreement dated 11-15-99 between ROBERT W. EVANS DBA BOB EVANS TRUCKING ("Buyer") and Assignor which includes, without limitation, an item of Collateral, as defined herein, with the following serial number: 1XP5DE9X6RN342512 (the "Security Agreement"), (b) any notes, guaranties and other documents executed in connection with the Security Agreement (herein, with the Security Agreement, called the "Documents"), (c) all amounts due and to become due under the Documents, (d) the property in which a security interest is granted to or reserved by Assignor under the Security Agreement (the "Collateral"), and (e) all of Assignor's rights and remedies under or in connection with the Documents, including the right, without notice to Assignor and without affecting Assignor's liability hereunder: (i) to collect any and all amounts owing under the Documents, (ii) to endorse Assignor's name on any note or remittance received, (iii) to release or discharge the Buyer under the Security Agreement or any other persons obligated under the Documents, on terms satisfactory to Assignee, by operation of law or otherwise, (iv) to settle, compromise or adjust any and all rights against and to grant extensions of time of payment to Buyer or any other persons obligated under the Documents, and (v) to take any other action Assignor might take but for this assignment. Assignor warrants that: the Documents are genuine, enforceable and in all respects what they purport to be; all signatures, names, addresses, amounts and other statements and facts contained in the Documents and herein are true and correct; the Collateral was sold to Buyer in a bona fide time sale transaction; Buyer has paid the down payment in cash or as otherwise set forth in the Security Agreement, and no part thereof was loaned directly or indirectly by Assignor; the Collateral was delivered in satisfactory condition to Buyer on the date set forth below and was accepted by Buyer; any notice of insurance or certificate or policy thereof was or will be delivered to Buyer within the time required by law; all parties to the Documents have the capacity to contract and none of such parties is a minor; the security interest and reservation of title evidenced by the Security Agreement are valid, first, prior to all others and effective against all persons;

Assignor has caused or will promptly cause such actions or procedures to be taken as are required or permitted by statute or regulation to perfect such security interest and reservation of title in Assignee's favor, including, without limitation, filing financing statements, recording documents and obtaining Certificates of Title disclosing Assignee's interest; Assignor has full title to and the right to sell and assign the Documents and the security interest and reserved title evidenced thereby, and this assignment conveys the same free and clear of all liens and encumbrances whatsoever; the Documents are and will continue free from defenses, counterclaims, cross-claims, and set-offs; and Assignor shall continue to be liable hereunder, notwithstanding Assignee's waiver of or failure to enforce any of the terms, covenants or conditions contained in the Documents or any release of, or failure on the part of Assignee to realize upon or protect, the Collateral or any lien thereon. If any of the foregoing warranties are untrue, regardless of Assignee's knowledge thereof or lack of reliance thereon, or if Assignor breaches any provision hereof, Assignor hereby unconditionally agrees to (i) indemnify and hold Assignee harmless from any losses, damages or claims arising therefrom, and (ii) purchase the Documents on written demand from Assignee for the balance remaining unpaid thereunder, plus any expenses of collection, repossession, transportation and storage, and reasonable attorneys' fees and court costs incurred by Assignee, less any customary refund by Assignee of unearned finance charges.

ANY REASSIGNMENT OF THE DOCUMENTS AND/OR THE COLLATERAL BY ASSIGNEE SHALL BE WITHOUT RECOURSE OR WARRANTY OF ANY KIND. Assignor waives notice of acceptance hereof, presentment and demand for payment, protest and notice of non-payment, and subordinates all rights Assignor may now or hereafter have against Buyer to any rights Assignee may now or hereafter have against Buyer. Assignor shall have no authority to, and will not, without Assignee's prior consent, accept collections, repossess, substitute or consent to the return of the Collateral or modify the terms of the Documents.

The Collateral was delivered to Buyer on \_\_\_\_\_

*2-1-99*  
*11-15-99*  
(Date)

WITH RECOURSE: If Buyer fails to pay any payment on the Documents when due, or if Buyer is otherwise in default under the terms of the Documents, or if Buyer or Assignor becomes insolvent or makes an assignment for the benefit of creditors, or if a petition for a receiver or in bankruptcy is filed by or against Buyer or Assignor, then in any of such events Assignor will, without requiring Assignee to proceed against Buyer or any other person or any security, repurchase the Documents on written demand and pay Assignee in cash the balance remaining unpaid thereunder plus any expenses of collection, repossession, transportation and storage, and reasonable attorneys' fees and court costs incurred by Assignee, less any customary refund by Assignee of unearned finance charges. The terms and provisions of Seller's Assignment above the following described agreement are incorporated herein by reference:

(Identify specific agreement or, if none, show "None")

Assignor \_\_\_\_\_  
(Name of individual, corporation or partnership.)

Dated \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_  
(If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner or partner, show which.)

WITHOUT RECOURSE: This assignment is Without Recourse as to the financial ability of the Buyer to pay, except as provided in Seller's Assignment above or as may be otherwise provided in the following described agreement between Assignor and Assignee. The terms and provisions of Seller's Assignment above and the following described agreement are incorporated herein by reference.

THE ASSOCIATES/GENERAL DEALER AGREEMENT DATED 9/12/97

(Identify specific agreement or, if none, show "None")

LAKE DIESEL INC., DBA LAKE PETERBILT CO.

Assignor \_\_\_\_\_  
(Name of individual, corporation or partnership.)

Dated 2-1-99

By *[Signature]* Title *Vice Pres*  
(If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner or partner, show which.)

REPURCHASE: Assignor hereby agrees with Assignee that in the event of repossession of the Collateral Assignor on written demand will purchase the Security Agreement from Assignee at a place designated by Assignee for the balance remaining unpaid under the Security Agreement plus any expenses of collection, repossession, transportation and storage, and reasonable attorneys' fees and court costs incurred by Assignee, less any customary refund by Assignee of unearned finance charges, and will so purchase the Security Agreement even though Assignee may have waived full performance of the provisions of the Security Agreement by Buyer without Assignor's consent. The terms and provisions of Seller's Assignment above and the following described agreement are incorporated herein by reference.

(Identify specific agreement or, if none, show "None")

Assignor \_\_\_\_\_  
(Name of individual, corporation or partnership.)

Dated \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_  
(If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner or partner, show which.)

# COMMONWEALTH OF PENNSYLVANIA

## CERTIFICATE OF TITLE FOR A VEHICLE

12-918

990363174000040-001

1XP5DE7XLRN342512

94

PETERBILT

46445765202-EV

TT BODY TYPE 0 OUP SEAT CAP PRIOR TITLE STATE 2705/99 ODOM PROGS DATE 000000 ODOM MILES 0 ODOM STATUS

8/16/93 DATE PA TITLED 2705/99 DATE OF ISSUE 15,090 UNLADEN WEIGHT 80,000 GVWR 80,000 GVWR TITLE BRANDS



REGISTERED OWNER(S)  
EVANS, ROBERT W DBA BOB  
EVANS TRUCKING  
R D 2 BOX 48  
CURRENSVILLE PA 16833

- ODOMETER STATUS**
- 0 - ACTUAL MILEAGE
  - 1 - MILEAGE EXCEEDS THE MECHANICAL LIMITS
  - 2 - NOT THE ACTUAL MILEAGE
  - 3 - NOT THE ACTUAL MILEAGE-ODOMETER TAMPERING VERIFIED
  - 4 - EXEMPT FROM ODOMETER DISCLOSURE
- TITLE BRANDS**
- A - ANTIQUE VEHICLE
  - C - CLASSIC VEHICLE
  - D - COLLECTIBLE VEHICLE
  - E - OUT OF COUNTRY
  - G - ORIGINALLY MFGD FOR HOME USE DISTRIBUTION
  - H - AGRICULTURAL VEHICLE
  - L - LOGGING VEHICLE
  - P - IS WAS A POLICE VEHICLE
  - R - RECONSTRUCTED
  - S - STREET ROD
  - T - RECOVERED THEFT VEHICLE
  - V - VEHICLE CONTAINS REISSUED VIN
  - W - FLOOD VEHICLE
  - X - IS WAS A TAXI

FIRST LIEN FAVOR OF  
ASSOCIATE COMMERCIAL

SECOND LIEN FAVOR OF

FIRST LIEN RELEASED \_\_\_\_\_ DATE \_\_\_\_\_  
BY \_\_\_\_\_ AUTHORIZED REPRESENTATIVE

If a second lienholder is listed upon satisfaction of the first lien the first lienholder must forward this Title to the Bureau of Motor Vehicles with the appropriate form and fee.

SECOND LIEN RELEASED \_\_\_\_\_ DATE \_\_\_\_\_  
BY \_\_\_\_\_ AUTHORIZED REPRESENTATIVE

ASSOCIATE COMMERCIAL  
BOX 168647  
IRVING TX 75016



On this day of the date of issue, the official records of the Pennsylvania Department of Transportation reflect that the person(s) or company named herein is the lawful owner of the said vehicle.

### D. APPLICATION FOR TITLE AND LIEN INFORMATION-

SUBSCRIBED AND SWORN TO BEFORE ME \_\_\_\_\_ NO DAY YEAR  
\_\_\_\_\_  
SIGNATURE OF PERSON ADMINISTERING OATH

SIGN IN PRESENCE OF \_\_\_\_\_

The undersigned hereby makes application for Certificate of Title to the vehicle described herein, subject to the encumbrances and other legal claims set forth here.

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

TO BE COMPLETED BY PURCHASER WHEN VEHICLE IS SOLD AND THE APPROPRIATE SECTIONS ON THE REVERSE SIDE OF THIS DOCUMENT ARE COMPLETED.

If a co-purchaser other than your spouse is listed and you want the buyer to be listed as "Joint Tenants With Right of Survivorship" (On death of owner, title goes to surviving owner) CHECK HERE ☐ Otherwise, title will be issued as "Tenants in Common" (On death of one owner, interest of deceased owner goes to his/her heirs or estate)

1ST LIEN DATE \_\_\_\_\_ IF NO LIEN CHECK ☐

1ST LIENHOLDER \_\_\_\_\_

STREET \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

FINANCIAL INSTITUTION NUMBER \_\_\_\_\_

2ND LIEN DATE \_\_\_\_\_ IF NO LIEN CHECK ☒

2ND LIENHOLDER \_\_\_\_\_

STREET \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

Signature of Co-Applicant/Title of Authority



UTION NUMBER

STORE IN A SAFE PLACE - IF LOST

TERATION OR ERASURE VOIDS THIS TITLE

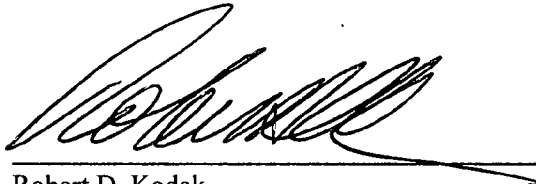
DO NOT ACCEPT DOCUMENT WITHOUT VERIFYING THE PRESENCE OF THE LIBERTY BELL WATERMARK

00113708

**VERIFICATION**

I, ROBERT D. KODAK, state that I am not a party to the action but that, at the request of the Plaintiff, ASSOCIATES COMMERCIAL CORPORATION, and based upon knowledge, information, records and documents supplied to me by the Plaintiff, the averments set forth in Plaintiff's Replevin Complaint are true. A Verification executed by the Plaintiff can be supplied at time of trial or upon request.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

  
Robert D. Kodak

Dated: 9/27/00

1cc Swift

FILED

OCT 02 2000  
17:08  
William A. Shaw  
Prothonotary

at Kodak for \$80.00

LAW OFFICES OF  
KNUPP, KODAK & IMBLUM, P.C.  
CAMERON MANSION  
407 NORTH FRONT STREET  
P.O. BOX 11848  
HARRISBURG, PA 17108-1848

TO THE ABOVE NAMED DEFENDANT:  
YOU ARE HEREBY NOTIFIED TO  
PLEAD TO THE ENCLOSED COMPLAINT  
WITHIN TWENTY (20) DAYS OF SERVICE  
HEREOF OR A DEFAULT JUDGMENT  
WILL BE ENTERED AGAINST YOU.

KNUPP, KODAK & IMBLUM, P.C.

BY:



LAW OFFICES OF  
KNUPP, KODAK & IMBLUM, P.C.  
CAMERON MANSION  
407 NORTH FRONT STREET  
P.O. BOX 11848  
HARRISBURG, PA 17108-1848

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10239

ASSOCIATES COMMERCIAL CORPORATION

00-1211-CD

VS.

EVANS, ROBERT W.

COMPLAINT IN REPLEVIN

SHERIFF RETURNS

NOW DECEMBER 11, 2000 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN  
THE WITHIN COMPLAINT IN REPLEVIN "NOT FOUND" AS TO ROBERT W. EVANS,  
DEFENDANT. SEVERAL ATTEMPTS NOT HOME.

FILE  
DEC 13 0 13:02 20  
DEC 1, 2000  
William A. Shaw  
Prothonotary

Return Costs

Cost Description

17.66 SHFF. HAWKINS PAID BY: ATTY.

10.00 SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

15 Day Of Dec 2000

*William A. Shaw*

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

So Answers,

*Chester A. Hawkins*  
*by Marilyn Hamon*

Chester A. Hawkins  
Sheriff

ASSOCIATES COMMERCIAL CORPORATION  
Plaintiff

v.

ROBERT W. EVANS  
Defendant

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

: NO. 00-1211-CD

: CIVIL DIVISION - LAW  
: REPLEVIN COMPLAINT

**NOTICE**

**YOU HAVE BEEN SUED IN COURT.** IF YOU WISH TO DEFEND AGAINST THE CLAIM SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY AN ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

**DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
1 NORTH SECOND STREET  
CLEARFIELD, PA 16830  
814-765-2641, EXT. 32**

**NOTICA**

LE HAN DEMANDADO A USTED EN LA CORTE. SI USTED QUIERE DEFENDERSE DE ESTAS DEMANDAS EXPUESTAS EN LAS PAGINAS SIGUIENTES, USTED TIENE VEINTE (20) DIAS DE PLAZO AL PARTIR DE LA FECHA DE LA DEMANDA Y LA NOTIFICACION. USTED DEBE PRESENTAR UNA APARIENCIA ESCRITA O EN PERSONA O POR ABOGADO Y ARCHIVAR EN LA CORTE EN FORMA ESCRITA SUS DEFENSAS O SUS OBJECIONES A LAS DEMANDAS EN CONTRA DE SU PERSONA. SEA AVISADO QUE SI USTED NO SE DEFIENDE, LA CORTE TOMARA MEDIDAS Y PUEDA ENTRAR UNA ORDEN CONTRA USTED SIN PREVIO AVISO O NOTIFICACION Y POR CUALQUIER QUEJA O ALIVIO QUE ES PEDIDO EN LA PETICION DE DEMANDA. USTED PUEDE PERDER DINERO O SUS PROPIEDADES O OTROS DERECHOS IMPORTANTES PARA USTED.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

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

**DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
1 NORTH SECOND STREET  
CLEARFIELD PA 16830  
814-765-2641, EXT. 32**

OCT 02 2000

Attest:

*William L. Shuman*  
Prothonotary

ASSOCIATES COMMERCIAL CORPORATION  
Plaintiff

v.

ROBERT W. EVANS  
Defendant

: IN THE COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY, PENNSYLVANIA  
:  
: NO.  
:  
: CIVIL DIVISION - LAW  
: REPLEVIN COMPLAINT

### COMPLAINT

The Plaintiff, ASSOCIATES COMMERCIAL CORPORATION, by its attorneys, **KNUPP, KODAK & IMBLUM, P.C.**, brings this action against the Defendant to recover possession of one 1994 Peterbilt 379 Tractor and one 1998 Peterbilt 379 Tractor, as more specifically identified hereinbelow, and in furtherance thereof, sets forth the following:

1. The Plaintiff, ASSOCIATES COMMERCIAL CORPORATION, is a corporation organized and existing under the laws of the State of Texas, having office and place of business at 50 Lakefront Boulevard, Suite 130, Buffalo, new York 14202-4388.

2. The Defendant, ROBERT W. EVANS, is an adult individual with a last known address of 610 Williams Street, Clearfield, Clearfield County, Pennsylvania 16830.

3. On or about March 18, 1998, one Robert G. Prisk did enter in a Security Agreement (Conditional Sale Contract) with Plaintiff for the purchase of a 1998 Peterbilt 379 Tractor, Vehicle Identification Number 1XP5D69X9WN446865. A true and correct copy of said Security Agreement (Conditional Sale Contract) is attached hereto, marked as Exhibit "A" and made a part hereof.

4. On or about January 8, 1999, Defendant, ROBERT W. EVANS, did enter into a Transfer and Assumption Agreement to assume the aforesaid account, thereby purchasing the 1998 Peterbilt 379 Tractor, Vehicle Identification Number

1XP5D69X9WN446865. A true and correct copy of said Transfer and Assumption Agreement is attached hereto, marked as Exhibit "B" and made a part hereof.

5. By the terms of the Security Agreement (Conditional Sale Contract) herein found at Exhibit "A" and the Transfer and Assumption Agreement herein found at Exhibit "B", Plaintiff maintained a security interest in the collateral known as the 1998 Peterbilt 379 Tractor, Vehicle Identification Number 1XP5D69X9WN446865.

6. Further evidencing Plaintiff's security interest in the collateral, attached hereto, marked as Exhibit "C" and made a part hereof is the Certificate of Title from the Commonwealth of Pennsylvania setting forth both Defendant's ownership and Plaintiff's first lien position.

7. On or about February 1, 1999, Defendant did enter into a Security Agreement (Conditional Sale Contract) with Plaintiff for the purchase of a 1994 Peterbilt 379 Tractor, Vehicle Identification Number 1XP5DE9X6RN342512. A true and correct copy of said Security Agreement (Conditional Sale Contract) is attached hereto, marked as Exhibit "D" and made a part hereof.

8. By the terms of the Security Agreement (Conditional Sale Contract herein found at Exhibit "D", Plaintiff maintained a security interest in the collateral known as the 1994 Peterbilt 379 Tractor, Vehicle Identification Number 1XP5DE9X6RN342512.

9. Further evidencing Plaintiff's security interest in the collateral, attached hereto, marked as Exhibit "E" and made a part hereof is the Certificate of Title from the Commonwealth of Pennsylvania setting forth both Defendant's ownership and Plaintiff's first lien position.



10. Defendant has defaulted under the terms of the Security Agreements (Conditional Sale Contracts) attached hereto at Exhibits "A" and "D" by failing to make monthly payments when due and owing.

11. The two vehicles in question, due to Plaintiff's lack of knowledge as to their condition and mileage, have an unknown retail value.

12. Defendant has failed and refused, despite repeated demands from Plaintiff, to pay the balance due under the Security Agreements (Conditional Sale Contracts) or to deliver possession of the two identified vehicles in question to the Plaintiff.

WHEREFORE, Plaintiff demands Judgment of possession, together with reasonable attorney's fees, interest and costs.

Respectfully submitted,

**KNUPP, KODAK & IMBLUM, P.C.**



---

Robert D. Kodak  
407 North Front Street  
Post Office Box #11848  
Harrisburg, PA 17108-1848  
(717) 238-7151  
Attorney ID No. 18041

Attorney for Plaintiff



# SECURITY AGREEMENT (Conditional Sale Contract)

The undersigned buyer, meaning all buyers jointly and severally ("Buyer"), having been quoted both a time sale price and cash sale price, has elected to purchase and hereby purchases from the undersigned seller ("Seller") for the time sale price equal to the cash price (item 1) plus the total insurance costs (item 4) plus the total other costs (item 5) plus the finance charge (item 7) shown below, under the terms and provisions of this agreement, the following described property (herein, with all present and future attachments, accessories, replacement parts, repairs, additions, and all proceeds thereof, referred to as "Collateral"):

Year	Make	Model	Description	Identification Number
1998	PETERBILT	379	TRACTOR	1XP5D69X9WN446865

Collateral Will Be Kept At (Address): BOX 440 SCOHFIELD ST. County CLEARFIELD State PA

## INSURANCE COVERAGE

### LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS AGREEMENT.

PHYSICAL DAMAGE INSURANCE COVERING THE COLLATERAL IS REQUIRED; however, Buyer has the option of furnishing the required insurance either through existing policies or through an agent or broker of Buyer's choice.

☐ Buyer requests and authorizes Seller to obtain the insurance coverage checked 4(a) Insurance Costs on the Collateral for months and for the premium set forth 4(a) Insurance Costs.

CHECK ONE

☒ Buyer has obtained the required coverages through:

(Agent's Name and Address)

(Name of Insurance Company)

CREDIT INSURANCE, if included, is not a factor in the approval of credit, is not required by the Seller and is for the term of the credit only.

☐ Buyer desires Credit Insurance: Premium \$                       
(Enter above and in 4(b) - INSURANCE CHARGES)

CHECK ONE

Buyer hereby requests and authorizes Seller to obtain Credit Insurance, if checked above, to the extent the cost thereof is included in Item 4(b) - Insurance Charges.

☒ Buyer does not want Credit Insurance.

BUYER

*Robert G. Prisk*

Date 03/18/98

(Only one person may sign above, and any credit insurance covers only that person. Credit insurance does not cover any co-buyer.)

- CASH PRICE \$ 96,500.00
- (a) Cash Down Payment \$ 0.00  
Trade-In:  
Gross Allowance \$ 49,500.00  
Less Amount Owning \$ 46,185.48  
(b) Trade-in (Net Allowance) \$ 3,314.52  
Description of Trade-In:  
TOTAL DOWN PAYMENT (a + b) \$ 3,314.52
- UNPAID CASH  
PRICE BALANCE (1 Minus 2) \$ 93,185.48
- INSURANCE COSTS  
(a) Physical Damage  
Insurance coverage,  
as checked below,  
for                      months from  
the date hereof 03/18/98 \$ 0.00  
☐ \$                      Deductible Fire, Theft, Combined  
Additional Coverage, and  
Deductible Collision; or  
☐ \$                      Deductible Comprehensive and  
Deductible Collision.  
(b) Credit Life Insurance  
for the term of the  
credit only \$ 0.00  
TOTAL INSURANCE COSTS (a + b) \$ 0.00
- OTHER COSTS (Itemize)  
(a) Registration or License \$ 0.00  
(b) Title Fee \$ 0.00  
(c) \$ 0.00  
TOTAL OTHER COSTS (a + b + c) \$ 0.00
- PRINCIPAL AMOUNT FINANCED (3 + 4 + 5) \$ 93,185.48
- FINANCE CHARGE \$ 33,663.40
- TIME BALANCE (6 + 7) \$ 126,848.88

Page 1 of 3 of Security Agreement dated 03/18/98 between ROBERT G. PRISK (Buyer)  
and LAKE DIESEL INC. DBA LAKE PETERBILT CO. (Seller) which includes, without limitation, an item of Collateral with the following  
serial number: 1XP5D69X9WN446865



Buyer's  
Initials

*R.P.*

PAYMENT SCHEDULE: Buyer promises to pay Seller the TIME BALANCE. (Item 3 above) in 72 installments as follows:  
(Total No. of Installments)

For equal successive monthly installments: (a) \$ 1,761.79 on 04/18/98 and a like sum on the like date of each month thereafter until fully paid, provided, however, that the final installment shall be in the amount of \$ 1,761.79.

For other than equal successive monthly installments: (b)

A. **COLLATERAL USE.** Buyer warrants and agrees that: the Collateral was delivered to and accepted by Buyer in satisfactory condition; the Collateral will be used solely for business purposes; the Collateral is free from and will be kept free from all liens, claims, security interests and encumbrances other than that created hereby; notwithstanding Seller's claim to proceeds, Buyer will not, without Seller's prior written consent, sell, rent, lend, encumber, pledge, transfer, secrete or otherwise dispose of any of the Collateral, nor will Buyer permit any such act; the Collateral will be maintained in good operating condition, repair and appearance, and will be used and operated with care, only by qualified personnel in the regular course of Buyer's business and in conformity with all applicable governmental laws and regulations; the Collateral shall remain personal property and not become part of any real property regardless of the manner of affixation; Seller may inspect the Collateral at all reasonable times and from time to time; and the Collateral will be kept by Buyer at the location set forth for it on the face hereof and will not be removed from said location without the prior written consent of Seller, except that an item of Collateral which is mobile and of a type normally used at more than one location may be used by Buyer away from said location in the regular course of Buyer's business provided that (a) such item is not removed from the State of said location, and (b) if such item is not returned to said location within 30 days, Buyer will immediately thereafter, and each 30 days thereafter until the item is returned, report the then current location thereof to Seller in writing.

B. **COLLATERAL PRESERVATION.** Buyer agrees, at its own cost and expense: to do everything necessary or expedient to perfect and preserve the security interests of Seller obtained hereunder; to defend any action, proceeding or claim affecting the Collateral including but not limited to any forfeiture action or proceeding; to pay all expenses incurred by Seller in enforcing its rights after the occurrence of an event of default hereunder, including the reasonable fees of any attorneys retained by Seller (15% of all sums then owing hereunder if permitted by law); and to pay promptly all taxes, assessments, license fees and other public or private charges when levied or assessed against the Collateral, this agreement or any accompanying note.

C. **INSURANCE.** Buyer shall at all times bear all risk of loss of, damage to or destruction of the Collateral. Buyer agrees to procure forthwith and maintain insurance on the Collateral, for the actual cash value thereof and for the life of this agreement, in the form of Fire Insurance with Combined Additional Coverage and Collision, Theft and/or Vandalism and Malicious Mischief Coverage when appropriate, plus such other insurance as Seller may specify from time to time, all in form and amount and with insurers satisfactory to Seller. Buyer agrees to deliver promptly to Seller certificates or, if requested, policies of insurance satisfactory to Seller, each with a standard long-form loss-payable endorsement naming Seller or assigns as loss-payee as their interests may appear. Each policy shall provide that Seller's interest therein will not be invalidated by the acts, omissions or neglect of anyone other than Seller, and will contain insurer's agreement to give 30 days prior written notice to Seller before cancellation of or any material change in the policy will be effective as to Seller, whether such cancellation or change is at the direction of Buyer or insurer. Seller's acceptance of policies in lesser amounts or risks will not be a waiver of Buyer's foregoing obligation. Buyer assigns to Seller all proceeds of any physical damage or credit insurance for which a charge is stated herein or which is maintained by Buyer in accordance herewith, including returned and unearned premiums, up to the amount owing hereunder by Buyer. Buyer directs all insurers to pay such proceeds directly to Seller. Buyer authorizes Seller to endorse Buyer's name to all remittances without the joinder of Buyer.

D. **FINANCING STATEMENT.** If permitted by law, Buyer agrees that a carbon, photographic or other reproduction of this agreement or of a financing statement may be filed as a financing statement.

E. **PERFORMANCE.** If Buyer fails to perform any of its obligations hereunder, Seller may perform the same, but shall not be obligated to do so, for the account of Buyer to protect the interest of Seller or Buyer or both, at Seller's option, and Buyer shall immediately repay to Seller any amounts paid by Seller in such performance, together with interest thereon at the same rate as is set forth on the face hereof as payable upon acceleration.

F. **DEFAULT.** Time is of the essence. An event of default shall occur if: (a) Buyer fails to pay when due any amount owed by it to Seller or to any affiliate of Seller, whether hereunder or under any other instrument or agreement; (b) Buyer fails to perform or observe any other term or provision to be performed or observed by it hereunder or under any other instrument or agreement furnished by Buyer to Seller or to any affiliate of Seller or otherwise acquired by Seller or any affiliate of Seller; (c) Buyer becomes insolvent or ceases to do business as a going concern; (d) any of the Collateral is lost or destroyed; (e) Buyer makes an assignment for the benefit of creditors or takes advantage of any law for the relief of debtors; (f) a petition in bankruptcy or for an arrangement, reorganization, or similar relief is filed by or against Buyer; (g) any property of Buyer is attached, or a trustee or liquidator is appointed for Buyer or for a substantial part of its property, or Buyer applies for such appointment; or (h) there shall be a material change in the management, ownership or control of Buyer.

G. **REMEDIES.** Upon the occurrence of an event of default, and at any time thereafter as long as the default continues, Seller may, at its option, with or without notice to Buyer (i) declare this agreement to be in default, (ii) declare the indebtedness hereunder to be immediately due and payable, (iii) declare all other debts then owing by Buyer to Seller to be immediately due and payable, (iv) cancel any insurance and credit any refund to the indebtedness, and (v) exercise all of the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable laws, including the right to require Buyer to assemble the Collateral and deliver it to Seller at a place to be designated by Seller which is reasonably convenient to both parties, and to lawfully enter any premises where the Collateral may be without judicial process and take possession thereof. Acceleration of any and all indebtedness, if so elected by Seller, shall be subject to all applicable laws including those pertaining to refunds and rebates of unearned charges. Any property other than Collateral which is in or upon the Collateral at the time of repossession may be taken and held without liability until its return is requested by Buyer. Unless otherwise provided by law, any requirement of reasonable notice which Seller may be obligated to give regarding the sale or other disposition of Collateral will be met if such notice is mailed to Buyer at its address shown herein at least ten days before the time of sale or other disposition. Seller may buy at any sale and become the owner of the Collateral. Buyer agrees that Seller may bring any legal proceedings it deems necessary to enforce the payment and performance of Buyer's obligations hereunder in any court in the State shown in Seller's address set forth herein, and service of process may be made upon Buyer by mailing a copy of the summons to Buyer at its address shown herein. The inclusion of a trade name or division name in the identification of Buyer hereunder shall not limit Seller's right, after the

Page 2 of 3 of Security Agreement dated 03/18/98 between ROBERT G. PRISK (Buyer) and LAKE DIESEL INC. DBA LAKE PETERBILT CO. (Seller) which includes, without limitation, an item of Collateral with the following serial number: 1XP5D69X9WN448665

occurrence of an event of default, to proceed against all of Buyer's assets, including those held or used by Buyer individually or under another trade or division name. Expenses of retaking, holding, preparing for sale, selling and the like shall include (a) the reasonable fees of any attorneys retained by Seller (15% of all sums then owing hereunder if permitted by law), and (b) all other legal expenses incurred by Seller. Buyer agrees that it is liable for and will promptly pay any deficiency resulting from any disposition of Collateral after default.

H. **REINSTATEMENT.** At Seller's option, Buyer may reinstate this agreement and redeem the Collateral within 15 days after notice of repossession, if Buyer pays all past due installments, accrued default charges and, if replevined by legal process authorized cost of suit, including reasonable attorney's fees, but if default at time of repossession exceeds 15 days, Buyer shall pay also the expense of retaking, repairing and storage authorized by law. Buyer has the right (as distinguished from Seller's option) to redeem the Collateral and terminate this agreement within 15 days after notice of repossession, by paying the unpaid time balance, plus the foregoing applicable charges, costs and expenses, minus unearned finance charge. If Buyer does not so redeem, Buyer loses all claim to the Collateral.

I. **PREPAYMENT.** Upon the prepayment in full of all amounts due hereunder, Buyer shall be allowed a prepayment rebate representing the portion of the finance charge which the sum of the periodic time balances after the date of prepayment bears to the sum of all periodic time balances under the payment schedule provided herein, but seller shall be permitted to retain a minimum finance charge of \$10.00.

J. **GENERAL.** Waiver of any default shall not be a waiver of any other default; all of Seller's rights are cumulative and not alternative. No waiver or change in this agreement or in any related note shall bind Seller unless in writing signed by one of its officers. The term "Seller" shall include any assignee of Seller who is the holder of this agreement. After assignment of this agreement by Seller, the assignor will not be the assignee's agent for any purpose and Buyer's obligations and liabilities hereunder to the assignee will be absolute and unconditional and will not be subject to any abatement, reduction, recoupment, defense, set-off or counterclaim available to Buyer for breach of warranty or for any other reason whatsoever. Any provisions hereof contrary to, prohibited by or invalid under applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof. Buyer waives all exemptions to the extent permitted by law. Buyer hereby waives any right to trial by jury in any action relating to this agreement. Seller may correct patent errors herein. All of the terms and provisions of this agreement shall apply to and be binding upon Buyer, its heirs, personal representatives, successors and assigns and shall inure to the benefit of Seller, its successors and assigns.

K. **ACCELERATION INTEREST.** Buyer agrees to pay Seller, upon acceleration of the above indebtedness, interest on all sums then owing hereunder at the rate of 1 1/2% per month if not prohibited by law, otherwise at the highest rate Buyer can legally obligate itself to pay and/or Seller can legally collect. Any note taken herewith evidences indebtedness and not payment. All amounts payable hereunder are payable at Seller's address shown below or at such other address as Seller may specify from time to time in writing.

L. **LATE INSTALLMENTS.** For each installment not paid within ten (10) days of its scheduled due date Buyer agrees to pay Seller a default charge of 4% of the amount of such installment.

M. **SECURITY INTEREST.** To secure payment of the TIME BALANCE (Item 8), Seller retains title to and a security interest in the Collateral regardless of any retaking and redelivery of the Collateral to Buyer.

N. **CROSS SECURITY.** Buyer grants to Seller a security interest in the Collateral to secure the payment and performance of all absolute and all contingent obligations and liabilities of Buyer to Seller, or to any assignee of Seller, now existing or hereafter arising, whether under this agreement or any other agreement and whether due directly or by assignment; provided, however, upon any assignment of this agreement by Seller, the assignee shall be deemed for the purpose of this paragraph the only party with a security interest in the Collateral.

O. **DISCLAIMER.** There are no warranties other than those made by the manufacturer of the Collateral. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE QUALITY, WORKMANSHIP, DESIGN, MERCHANTABILITY, SUITABILITY, OR FITNESS OF THE COLLATERAL FOR ANY PARTICULAR PURPOSE, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, unless such warranties are in writing and signed by Seller. Seller shall not under any circumstances be liable for loss of anticipatory profits or for consequential damages.

P. **ADDITIONAL COVENANTS AND ORAL AGREEMENT.** THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. Buyer and Seller agree that this is a three page agreement and each page hereof constitutes a part of this agreement.

Q. **CHattel PAPER.** This specific Security Agreement is to be sold only to ASSOCIATES COMMERCIAL CORPORATION and is subject to the security interest of ASSOCIATES COMMERCIAL CORPORATION. The only copy of this Security Agreement which constitutes Chattel Paper for all purposes of the Uniform Commercial Code is the copy marked "ORIGINAL FOR ASSOCIATES" which is delivered to and held by ASSOCIATES COMMERCIAL CORPORATION. Any change in the name of the assignee of this Security Agreement from ASSOCIATES COMMERCIAL CORPORATION shall render the copy of this Security Agreement so changed VOID and of no force and effect. No assignee or secured party other than Associates Commercial Corporation will under any circumstances acquire any rights in, under or to this Security Agreement or any sums due

**NOTICE TO BUYER :**  
**DO NOT SIGN THIS CONTRACT IN BLANK.**  
**YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN.**  
**KEEP IT TO PROTECT YOUR LEGAL RIGHTS.**

Buyer hereby acknowledges receipt of an exact copy of this contract.

Date 03/18/98

ROBERT G. PRISK

Buyer(s)

(Name of individual(s), corporation or partnership. Give trade style, if any, after name.)

LAKE DIESEL INC. DBA LAKE PETERBILT CO.

Seller (Name of individual, corporation or partnership.)

By

*Robert G. Prisk* Title INDIVIDUAL  
(If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner(s) or partner, show which.)

By *[Signature]* Title *v.p.*  
(If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner or partner, show which.)

By

Title  
(If co-buyer, co-partner or co-officer, sign here and show which.)

8125 WATTSBURG ROAD

(Street Address)

BOX 440 SCOHFIELD ST.

(Street Address)

ERIE

(City, State and Zip Code)

PA 16509

CURWENSVILLE

(City, COUNTY, State, and Zip Code)

CLEARFIELD PA 16833

Buyer's Initials

*R.P.*

Page 3 of 3 of Security Agreement dated 03/18/98 between ROBERT G. PRISK (Buyer)  
and LAKE DIESEL INC. DBA LAKE PETERBILT CO. (Seller) which includes, without limitation, an item of Collateral with the following  
serial number: 1XP5D69X9VWN446865

# SELLER'S AGREEMENT

For value received, the undersigned ("Assignor") hereby sells, assigns and transfers to ASSOCIATES COMMERCIAL CORPORATION, its successors and assigns ("Assignee"), all Assignor's right, title and interest in and to (a) that certain security agreement dated 03/18/98 between ROBERT G. PRISK ("Buyer") and Assignor which includes, without limitation, an item of Collateral, as defined herein, with the following serial number: 1XP5D69X9WN446865 (the "Security Agreement"), (b) any notes, guaranties and other documents executed in connection with the Security Agreement (herein, with the Security Agreement, called the "Documents"), (c) all amounts due and to become due under the Documents, (d) the property in which a security interest is granted to or reserved by Assignor under the Security Agreement (the "Collateral"), and (e) all of Assignor's rights and remedies under or in connection with the Documents, including the right, without notice to Assignor and without affecting Assignor's liability hereunder: (i) to collect any and all amounts owing under the Documents, (ii) to endorse Assignor's name on any note or remittance received, (iii) to release or discharge the Buyer under the Security Agreement or any other persons obligated under the Documents, on terms satisfactory to Assignee, by operation of law or otherwise, (iv) to settle, compromise or adjust any and all rights against and to grant extensions of time of payment to Buyer or any other persons obligated under the Documents, and (v) to take any other action Assignor might take but for this assignment. Assignor warrants that: the Documents are genuine, enforceable and in all respects what they purport to be; all signatures, names, addresses, amounts and other statements and facts contained in the Documents and herein are true and correct; the Collateral was sold to Buyer in a bona fide time sale transaction; Buyer has paid the down payment in cash or as otherwise set forth in the Security Agreement, and no part thereof was loaned directly or indirectly by Assignor; the Collateral was delivered in satisfactory condition to Buyer on the date set forth below and was accepted by Buyer; any notice of insurance or certificate or policy thereof was or will be delivered to Buyer within the time required by law; all parties to the Documents have the capacity to contract and none of such parties is a minor; the security interest and reservation of title evidenced by the Security Agreement are valid, first, prior to all others and effective against all persons;

Assignor has caused or will promptly cause such actions or procedures to be taken as are required or permitted by statute or regulation to perfect such security interest and reservation of title in Assignee's favor, including, without limitation, filing financing statements, recording documents and obtaining Certificates of Title disclosing Assignee's interest; Assignor has full title to and the right to sell and assign the Documents and the security interest and reserved title evidenced thereby, and this assignment conveys the same free and clear of all liens and encumbrances whatsoever; the Documents are and will continue free from defenses, counterclaims, cross-claims, and set-offs; and Assignor shall continue to be liable hereunder, notwithstanding Assignee's waiver of or failure to enforce any of the terms, covenants or conditions contained in the Documents or any release of, or failure on the part of Assignee to realize upon or protect, the Collateral or any lien thereon. If any of the foregoing warranties are untrue, regardless of Assignee's knowledge thereof or lack of reliance thereon, or if Assignor breaches any provision hereof, Assignor hereby unconditionally agrees to (i) indemnify and hold Assignee harmless from any losses, damages or claims arising therefrom, and (ii) purchase the Documents on written demand from Assignee for the balance remaining unpaid thereunder, plus any expenses of collection, repossession, transportation and storage, and reasonable attorneys' fees and court costs incurred by Assignee, less any customary refund by Assignee of unearned finance charges.

ANY REASSIGNMENT OF THE DOCUMENTS AND/OR THE COLLATERAL BY ASSIGNEE SHALL BE WITHOUT RECOURSE OR WARRANTY OF ANY KIND. Assignor waives notice of acceptance hereof, presentment and demand for payment, protest and notice of non-payment, and subordinates all rights Assignor may now or hereafter have against Buyer to any rights Assignee may now or hereafter have against Buyer. Assignor shall have no authority to, and will not, without Assignee's prior consent, accept collections, repossess, substitute or consent to the return of the Collateral or modify the terms of the Documents.

The Collateral was delivered to Buyer on 03/18/98 (Date)

WITH RECOURSE: If Buyer fails to pay any payment on the Documents when due, or if Buyer is otherwise in default under the terms of the Documents, or if Buyer or Assignor becomes insolvent or makes an assignment for the benefit of creditors, or if a petition for a receiver or in bankruptcy is filed by or against Buyer or Assignor, then in any of such events Assignor will, without requiring Assignee to proceed against Buyer or any other person or any security, repurchase the Documents on written demand and pay Assignee in cash the balance remaining unpaid thereunder plus any expenses of collection, repossession, transportation and storage, and reasonable attorneys' fees and court costs incurred by Assignee, less any customary refund by Assignee of unearned finance charges. The terms and provisions of Seller's Assignment above the following described agreement are incorporated herein by reference:

(Identify specific agreement or, if none, show "None")

Assignor (Name of individual, corporation or partnership.)

Dated

By Title (If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner or partner, show which.)

WITHOUT RECOURSE: This assignment is Without Recourse as to the financial ability of the Buyer to pay, except as provided in Seller's Assignment above or as may be otherwise provided in the following described agreement between Assignor and Assignee. The terms and provisions of Seller's Assignment above and the following described agreement are incorporated herein by reference.

SPECIAL WORK DEALER AGREEMENT  
THE ASSOCIATES SPECIAL DEALER AGREEMENT - WORK  
DATED 09-12-97

(Identify specific agreement or, if none, show "None")

LAKE DIESEL INC DBA LAKE PETERBILT CO.

Assignor (Name of individual, corporation or partnership.)

Dated 03/18/98

By Title (If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner or partner, show which.)

REPURCHASE: Assignor hereby agrees with Assignee that in the event of repossession of the Collateral Assignor on written demand will purchase the Security Agreement from Assignee at a place designated by Assignee for the balance remaining unpaid under the Security Agreement plus any expenses of collection, repossession, transportation and storage, and reasonable attorneys' fees and court costs incurred by Assignee, less any customary refund by Assignee of unearned finance charges, and will so purchase the Security Agreement even though Assignee may have waived full performance of the provisions of the Security Agreement by Buyer without Assignor's consent. The terms and provisions of Seller's Assignment above and the following described agreement are incorporated herein by reference.

(Identify specific agreement or, if none, show "None")

Assignor (Name of individual, corporation or partnership.)

Dated

By Title (If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner or partner, show which.)



## AGREEMENT

ASSOCIATES COMMERCIAL CORPORATION

ASSOCIATES COMMERCIAL CORPORATION

50 LAKEFRONT BLVD STE. 130

BUFFALO, NY 14202

Gentlemen:

You have purchased one or more conditional sale contracts, lease agreements, chattel mortgages, security agreements, notes and other choses in action (herein designated "Accounts") arising from the sale or lease to us, by various vendors or lessors, of equipment and/or inventory (herein designated "Collateral") and/or you have made direct loans to us and/or leased Collateral to us and/or otherwise extended credit to us evidenced by Accounts creating security interests in Collateral.

In order to induce you to extend our time of payment on one or more Accounts and/or to make additional loans to us and/or to lease Collateral to us and/or to purchase additional Accounts, and in consideration of you so doing, and for other good and valuable consideration, the receipt of which we hereby acknowledge, we agree as follows:

All presently existing and hereafter acquired Collateral (the description of which is incorporated herein by reference) in which you have or shall have a security interest shall secure the payment and performance of all our liabilities and obligations to you of every kind and character, whether joint or several, direct or indirect, absolute or contingent, due or to become due, and whether under presently existing or hereafter created Accounts or agreements, or otherwise (herein individually and collectively designated "Obligations").

We further agree that your security interest in the Collateral covered by any Account now held or hereafter acquired by you shall not be terminated in whole or in part until and unless all of our Obligations to you are fully paid and satisfied and the terms of every Account now owned or hereafter acquired by you have been fully performed by us. It is further agreed that you are to retain your security interest in all Collateral covered by all Accounts now owned or hereafter acquired by you, as security for payment and performance under each such Account, notwithstanding the fact that one or more of such Accounts may become fully paid.

A default under any Account or other agreement between us shall be deemed to be a default under all other Accounts and agreements. A default shall result if we fail to pay any sum when due on any Account or agreement, or if we breach any of the other terms and conditions thereof, or if we become insolvent, cease to do business as a going concern, make an assignment for the benefit of creditors, or if a petition for a receiver or in bankruptcy is filed by or against us, or if any of our property is seized, attached or levied upon. Upon our default any or all Accounts and agreements shall, at your option, become immediately due and payable without notice or demand to us or any other party obligated thereon, and you shall have and may exercise any and all rights and remedies of a secured party under the Uniform Commercial Code as enacted in the applicable jurisdiction(s) and as otherwise granted or accorded to you under any Account, other agreement, rule of law, judicial decision or statute. We hereby waive, to the maximum extent permitted by law, notices of default, notices of repossession and sale or the disposition of Collateral, and all other notices, and in the event any such notice cannot be waived, we agree that if such notice is mailed to us postage prepaid at the address shown below at least ten (10) days prior to the exercise by you of any of your rights or remedies, such notice shall be deemed to be reasonable and shall fully satisfy any requirement for giving notice.

All rights and remedies granted to you hereunder shall be cumulative and not alternative, shall be in addition to and shall in no manner impair or affect your rights and remedies under any existing Account, agreement, statute, judicial decision or rule of law.

This instrument is intended to create cross-default and cross-security between and among all Accounts now owned or hereafter acquired by you.

This agreement may not be varied or altered nor its provisions waived except by your duly executed written agreement. This agreement shall inure to the benefit of your successors and assigns and shall be binding upon our heirs, administrators, executors, legal representatives, successors and assigns.

IN WITNESS WHEREOF, we have executed this Agreement on 03/18/98  
(Date)

ROBERT G. PRISK

(Name of Proprietorship, Partnership or Corporation, as applicable)

BOX 440 SCOHFIELD ST.

CURWENSVILLE PA 16833

(Principal Place of Business)

By Robert G. Prisk INDIVIDUAL  
(Signature) (Owner, Partner or Officer, as applicable)

By \_\_\_\_\_  
(Signature) (Owner, Partner or Officer, as applicable)

Accepted and agreed to on \_\_\_\_\_

03/18/98

(Date)

ASSOCIATES COMMERCIAL CORPORATION

By [Signature]  
(Name and Title)

TRANSFER AND ASSUMPTION  
AGREEMENT

1384620

ACCOUNT NUMBER

This Transfer and Assumption Agreement dated 01/08/99 is entered into by and between the undersigned transferor ("Transferor"), the undersigned transferee ("Transferee"), Associates Commercial Corporation, 50 Lakefront Blvd., Suite 130, Buffalo, NY 14202 ("Assignee") and any guarantor, endorser or dealer signed below.

On 03/18/98 Transferor purchased or leased from Lake Diesel, Inc. DBA Lake Peterbilt Co. ("Dealer")  
(DATE) 6123 Walltsburg Rd., Erie PA 16514

the following described property (herein, with all present and future attachments, accessories, replacements parts, repairs, additions, and all proceeds thereof, referred to as Collateral):

1998 Peterbilt 379 Tractor S#1XP5D69X9WN446865

and on that date executed a Security Agreement, Conditional Sale Contract, Chattel Mortgage or Lease (herein, with all amendments, hereto and any accompanying notes, referred to as the "Contract") as evidence of and as security for the payment of the amount set forth therein, of which there now remains unpaid under the Contract the sum of \$ 112,754.56 ("Present Balance") which is payable in 64 remaining installments as follows:

For equal successive monthly installments: (a) \$ \_\_\_\_\_ on \_\_\_\_\_ and a like sum on the like date (DATE) of each month thereafter until fully paid, provided, however, that the final installment shall be in the amount of the remaining unpaid balance.

For other than equal successive monthly installments: (b) Transferee to pay \$2,328.06 at the time of transfer which represents 12/18/98 installment, \$317.07 in Late Charges and \$250.00 Transfer Fee followed by 63 installments of \$1,761.79 commencing on 01/18/99 followed by a like sum on a like date thereafter until fully paid

The Contract together with any guarantees or other documents executed in connection with the Contract have been assigned to Assignee and are now owned by Assignee. The Contract and any such guarantees and other documents and the Dealer's assignment thereof are herein collectively called the "Document". Transferor has advised Assignee that Transferor desires to sell to Transferee, and that Transferee desires to purchase, subject to the security interest, lien and/or reservations of title evidenced by the Contract. Transferor's interest in the Collateral, but Transferor is prohibited from doing so without first obtaining the written consent of Assignee to such sale. Transferor has requested Assignee to consent to the sale of the Collateral by Transferor to Transferee. Assignee has expressed its willingness to give its written consent to such sale provided that: (i) this Agreement is executed by Transferor and Transferee and delivered to Assignee; (ii) any guarantors and/or endorser of Transferor's obligations under the Contract (individually and collectively called the "Guarantor") and the Dealer and/or manufacturer, if required by Assignee, executed and deliver to Assignee this Agreement or such other consent and acknowledgment of the continuance of their obligations and liabilities under the Documents as Assignee may require; and (iii) the security interest, lien and/or reservation of title evidenced by the Contract is and continues to be valid, first, prior to all others and effective against all persons whether such persons are claiming by, through or under Transferor, Transferee or any other person.

NOW, THEREFORE, Transferor, for and in consideration of One Dollar and other valuable consideration paid to Transferor by Transferee, hereby sells and assigns to Transferee, all of Transferor's rights, title and interest in and to the Collateral, subject to the terms, conditions and agreements hereof and of the Contract, including, without limitation, the security interest, lien and/or reservation of title evidenced thereby.

The Collateral will be kept at: RD#2 Box 48 Curwensville, PA 16833  
(Street Address & City) (County) (State/Province & Zip Code)

Present location of the Collateral if different from the foregoing: (Street Address & City) (County) (State/Province & Zip Code)

No oral Agreement, Guaranty, Promise, Representation or Warranty shall be binding on Assignee.

The additional terms and conditions on the reverse side are a part of this agreement.

IN WITNESS WHEREOF, we have hereunder set our hands and seals as of the day and year first above written.

TRANSFEROR HEREBY ACKNOWLEDGES RECEIPT OF AN EXACT COPY OF THIS AGREEMENT AND THE CONTRACT

TRANSFEROR HEREBY ACKNOWLEDGES RECEIPT OF AN EXACT COPY OF THIS AGREEMENT AND THE CONTRACT

TRANSFEROR Robert G. Prisk

TRANSFEEEE Robert W. Evans

(Name of individual, corporation or partnership)  
(Give trade style, if any, after name.)

(Name of individual, corporation or partnership)  
(Give trade style, if any, after name.)

BY: Robert G. Prisk TITLE: Individual  
(If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner(s) or partner, show which.)

BY: Robert W. Evans TITLE: Individual  
(If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner(s) or partner, show which.)

RD#2 Box 48  
(Street Address of Transferee)

Curwensville Clearfield, PA 16833  
(City, COUNTY; State or Province and Zip Code)

Witness to Transferor's signature Laird R. Stevenson  
(Witness)

Witness to Transferee's signature Laird R. Stevenson  
(Witness)

GUARANTOR HEREBY ACKNOWLEDGES RECEIPT OF AN EXACT COPY OF THIS AGREEMENT

GUARANTOR HEREBY ACKNOWLEDGES RECEIPT OF AN EXACT COPY OF THIS AGREEMENT

GUARANTOR or ENDORSER NONE

(Name of individual, corporation or partnership)

(Name of individual, corporation or partnership)

BY: \_\_\_\_\_  
(Individual guarantors must sign without title. Sign simply "John Smith", not "John Smith, President".)

BY: \_\_\_\_\_  
(Individual guarantors must sign without title. Sign simply "John Smith", not "John Smith, President".)

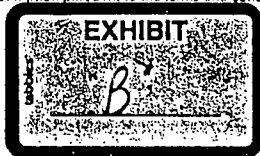
DEALER HEREBY ACKNOWLEDGES RECEIPT OF AN EXACT COPY OF THIS AGREEMENT.

DEALER Lake Diesel, Inc. DBA Lake Peterbilt Co.  
(Name of individual, corporation or partnership)

By Lake Diesel, Inc. TITLE V-Pres

Assignee hereby consents to the above sale, transfer and assumption pursuant to the terms and conditions of the above Agreement

ASSOCIATES COMMERCIAL CORPORATION.



RIZED REPRESENTATIVE)



**COMMONWEALTH OF PENNSYLVANIA**  
**DEPARTMENT OF TRANSPORTATION**  
**CERTIFICATE OF TITLE FOR A VEHICLE**

8.370

990223030000106-002

1XP5069X9WN446865  
VEHICLE IDENTIFICATION NUMBER

98

YEAR

PETERBILT  
MAKE OF VEHICLE51845890502 RO  
TITLE NUMBERTT  
BODY TYPED  
CUP

SEAT CAP

DRIVER TITLE STATE

1/22/99

CDDM PROCD. DATE

800000

CDDM MILES

0

CDDM STATUS

3/31/98  
DATE PAID TO1/22/99  
DATE OF ISSUE17,230  
UNLADEN WEIGHT

CDDM

80,000  
CDDM

TITLE BRANDS

**ODOMETER STATUS**

1 - ACTUAL MILEAGE  
 2 - MILEAGE EXCEEDS THE MECHANICAL LIMITS  
 3 - NOT THE ACTUAL MILEAGE  
 4 - NOT THE ACTUAL MILEAGE-ODOMETER TAMPERING VERIFIED  
 5 - EXEMPT FROM ODOMETER REQUIREMENT

**TITLE BRANDS**

1 - ANTI-LOCK BRAKES  
 2 - CDDM VEHICLE  
 3 - CDDM VEHICLE  
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 100 - CDDM VEHICLE

REGISTERED OWNER(S)

ROBERT W EVANS D/O/A  
 BOB EVANS TRUCKING  
 R D 2 BOX 48  
 CURWENSVILLE PA 16833

FIRST LIEN FAVOR OF

ASSOCIATES COMMERCIAL

SECOND LIEN FAVOR OF

FIRST LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

031250

ASSOCIATES COMMERCIAL  
 BOX 168647  
 IRVING TX 75016

If a second lienholder is being added, the first lien holder must forward this Title to the Bureau of Motor Vehicles with the appropriate form and fee.

SECOND LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

BRADLEY L MALLORY

Secretary of Transportation

**D. APPLICATION FOR TITLE AND LIEN INFORMATION**SIGNED AND SWORN  
TO BEFORE ME

MO.

DAY

YEAR

SIGNATURE OF PERSON APPLYING FOR TITLE

SEAL

The undersigned hereby makes application for Certificate of Title to the vehicle described above, subject to the encumbrances and other legal claims set forth here.

SIGNATURE OF APPLICANT OR AUTHORIZED REPRESENTATIVE

SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORITY

When applying for title with a co-owner, either your address, check one of these blocks, if no block is checked, title will be issued as "Tenants in Common".

☐ Joint Tenants with right of survivorship (on death of one owner, title goes to the surviving owner)  
☐ Tenants in Common (on death of one owner, interest of deceased owner goes to his or her heirs or estate)

1ST LIEN DATE

IF NO LIEN CHECK ☐

1ST LIEN HOLDER

STREET

CITY

STATE

ZIP

FINANCIAL INSTITUTION NUMBER

2ND LIEN DATE

IF NO 2ND LIEN CHECK ☐

2ND LIEN HOLDER

STREET

CITY

STATE

ZIP

TITLE NUMBER

EXHIBIT

THIS DOCUMENT CONTAINS A WATERMARK OF THE LIBERTY BELL

0038992652



# SECURITY AGREEMENT (Conditional Sale Contract)

The undersigned buyer, meaning all buyers jointly and severally ("Buyer"), having been quoted both a time sale price and cash sale price, has elected to purchase and hereby purchases from the undersigned seller ("Seller") for the time sale price equal to the cash price (item 1) plus the total insurance costs (item 4) plus the total other costs (item 5) plus the finance charge (item 7) shown below, under the terms and provisions of this agreement, the following described property (herein, with all present and future attachments, accessories, replacement parts, repairs, additions, and all proceeds thereof, referred to as "Collateral"):

Year	Make	Model	Description	Identification Number
1994	PETERBILT	379	TRACTOR	1XP5DE9X6RN342512

Collateral Will Be Kept At (Address): CURWENSVILLE County CLEARFIELD State PA

## INSURANCE COVERAGE

### LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS AGREEMENT.

PHYSICAL DAMAGE INSURANCE COVERING THE COLLATERAL IS REQUIRED; however, Buyer has the option of furnishing the required insurance either through existing policies or through an agent or broker of Buyer's choice.

☒ Buyer requests and authorizes Seller to obtain the insurance coverage checked 4(a) Insurance Costs on the Collateral for months and for the premium set forth 4(a) Insurance Costs.

CHECK ONE  
↑  
↓

☐ Buyer has obtained the required coverages through:

(Agent's Name and Address)

(Name of Insurance Company)

CREDIT INSURANCE, if included, is not a factor in the approval of credit, is not required by the Seller and is for the term of the credit only.

☒ Buyer desires Credit Insurance: Premium \$ 572.80  
(Enter above and in 4(b) - Insurance Charges)

CHECK ONE  
↑  
↓

Buyer hereby requests and authorizes Seller to obtain Credit Insurance, if checked above, to the extent the cost thereof is included in Item 4(b) - Insurance Charges.

☐ Buyer does not want Credit Insurance.

BUYER [Signature] Date 2-1-99

(Only one person may sign above, and any credit insurance covers only that person. Credit insurance does not cover any co-buyer.)

1. CASH PRICE \$ 42,149.00

2. (a) Cash Down Payment \$ 8,429.00

Trade-In:

Gross Allowance \$ 0.00

Less Amount Owning \$ 0.00

(b) Trade-in (Net Allowance) \$ 0.00

Description of Trade-In:

TOTAL DOWN PAYMENT (a + b) \$ 8,429.00

3. UNPAID CASH

PRICE BALANCE (1 Minus 2) \$ 33,720.00

4. INSURANCE COSTS

(a) Physical Damage

Insurance coverage,

as checked below,

for 36 months from

the date hereof 1/15/99 \$ 4,340.00

☐ \$            Deductible Fire, Theft, Combined  
Additional Coverage, and  
Deductible Collision; or

☒ \$ 1500 Deductible Comprehensive and  
\$ 1500 Deductible Collision.

(b) Credit Life Insurance

for the term of the

credit only \$ 572.80

TOTAL INSURANCE COSTS (a + b) \$ 4,912.80

5. OTHER COSTS (Itemize)

(a) Registration or License \$ 0.00

(b) Title Fee \$ 0.00

(c) \$ 0.00

TOTAL OTHER COSTS (a + b + c) \$ 0.00

6. PRINCIPAL AMOUNT FINANCED (3 + 4 + 5) \$ 38,632.80

7. FINANCE CHARGE \$ 7,560.96

8. TIME BALANCE (6 + 7) \$ 46,193.76

Page 1 of 3 of Security Agreement dated  
and LAKE DIESEL, INC. DBA LAKE PETERBILT CO.  
serial number: 1XP5DE9X6RN342512

between ROBERT W. EVANS DBA BOB EVANS TRUCKING

(Buyer)

includes, without limitation, an item of Collateral with the following

EXHIBIT

tabbies

D

TES

Buyer's  
Initials

[Signature]

PAYMENT SCHEDULE: Buyer promises to pay Seller the TIME BALANCE (Item 8 above) in 36 installments as follows:

For equal successive monthly installments: (a) \$ 1,283.16 on 02-15-99 and a like sum on the like date of each month thereafter until fully paid, provided, however, that the final installment shall be in the amount of \$ 1,283.16.

For other than equal successive monthly installments: (b)

A. **COLLATERAL USE.** Buyer warrants and agrees that: the Collateral was delivered to and accepted by Buyer in satisfactory condition; the Collateral will be used solely for business purposes; the Collateral is free from and will be kept free from all liens, claims, security interests and encumbrances other than that created hereby; notwithstanding Seller's claim to proceeds, Buyer will not, without Seller's prior written consent, sell, rent, lend, encumber, pledge, transfer, secrete or otherwise dispose of any of the Collateral, nor will Buyer permit any such act; the Collateral will be maintained in good operating condition, repair and appearance, and will be used and operated with care, only by qualified personnel in the regular course of Buyer's business and in conformity with all applicable governmental laws and regulations; the Collateral shall remain personal property and not become part of any real property regardless of the manner of affixation; Seller may inspect the Collateral at all reasonable times and from time to time; and the Collateral will be kept by Buyer at the location set forth for it on the face hereof and will not be removed from said location without the prior written consent of Seller, except that an item of Collateral which is mobile and of a type normally used at more than one location may be used by Buyer away from said location in the regular course of Buyer's business provided that (a) such item is not removed from the State of said location, and (b) if such item is not returned to said location within 30 days, Buyer will immediately thereafter, and each 30 days thereafter until the item is returned, report the then current location thereof to Seller in writing.

B. **COLLATERAL PRESERVATION.** Buyer agrees, at its own cost and expense: to do everything necessary or expedient to perfect and preserve the security interests of Seller obtained hereunder; to defend any action, proceeding or claim affecting the Collateral including but not limited to any forfeiture action or proceeding; to pay all expenses incurred by Seller in enforcing its rights after the occurrence of an event of default hereunder, including the reasonable fees of any attorneys retained by Seller (15% of all sums then owing hereunder if permitted by law); and to pay promptly all taxes, assessments, license fees and other public or private charges when levied or assessed against the Collateral, this agreement or any accompanying note.

C. **INSURANCE.** Buyer shall at all times bear all risk of loss of, damage to or destruction of the Collateral. Buyer agrees to procure forthwith and maintain insurance on the Collateral, for the actual cash value thereof and for the life of this agreement, in the form of Fire Insurance with Combined Additional Coverage and Collision, Theft and/or Vandalism and Malicious Mischief Coverage when appropriate, plus such other insurance as Seller may specify from time to time, all in form and amount and with insurers satisfactory to Seller. Buyer agrees to deliver promptly to Seller certificates or, if requested, policies of insurance satisfactory to Seller, each with a standard long-form loss-payable endorsement naming Seller or assigns as loss-payee as their interests may appear. Each policy shall provide that Seller's interest therein will not be invalidated by the acts, omissions or neglect of anyone other than Seller, and will contain insurer's agreement to give 30 days prior written notice to Seller before cancellation of or any material change in the policy will be effective as to Seller, whether such cancellation or change is at the direction of Buyer or insurer. Seller's acceptance of policies in lesser amounts or risks will not be a waiver of Buyer's foregoing obligation. Buyer assigns to Seller all proceeds of any physical damage or credit insurance for which a charge is stated herein or which is maintained by Buyer in accordance herewith, including returned and unearned premiums, up to the amount owing hereunder by Buyer. Buyer directs all insurers to pay such proceeds directly to Seller. Buyer authorizes Seller to endorse Buyer's name to all remittances without the joinder of Buyer.

D. **FINANCING STATEMENT.** If permitted by law, Buyer agrees that a carbon, photographic or other reproduction of this agreement or of a financing statement may be filed as a financing statement.

E. **PERFORMANCE.** If Buyer fails to perform any of its obligations hereunder, Seller may perform the same, but shall not be obligated to do so, for the account of Buyer to protect the interest of Seller or Buyer or both, at Seller's option, and Buyer shall immediately repay to Seller any amounts paid by Seller in such performance, together with interest thereon at the same rate as is set forth on the face hereof as payable upon acceleration.

F. **DEFAULT.** Time is of the essence. An event of default shall occur if: (a) Buyer fails to pay when due any amount owed by it to Seller or to any affiliate of Seller, whether hereunder or under any other instrument or agreement; (b) Buyer fails to perform or observe any other term or provision to be performed or observed by it hereunder or under any other instrument or agreement furnished by Buyer to Seller or to any affiliate of Seller or otherwise acquired by Seller or any affiliate of Seller; (c) Buyer becomes insolvent or ceases to do business as a going concern; (d) any of the Collateral is lost or destroyed; (e) Buyer makes an assignment for the benefit of creditors or takes advantage of any law for the relief of debtors; (f) a petition in bankruptcy or for an arrangement, reorganization, or similar relief is filed by or against Buyer; (g) any property of Buyer is attached, or a trustee or receiver is appointed for Buyer or for a substantial part of its property, or Buyer applies for such appointment; or (h) there shall be a material change in the management, ownership or control of Buyer.

G. **REMEDIES.** Upon the occurrence of an event of default, and at any time thereafter as long as the default continues, Seller may, at its option, with or without notice to Buyer (i) declare this agreement to be in default, (ii) declare the indebtedness hereunder to be immediately due and payable, (iii) declare all other debts then owing by Buyer to Seller to be immediately due and payable, (iv) cancel any insurance and credit any refund to the indebtedness, and (v) exercise all of the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable laws, including the right to require Buyer to assemble the Collateral and deliver it to Seller at a place to be designated by Seller which is reasonably convenient to both parties, and to lawfully enter any premises where the Collateral may be without judicial process and take possession thereof. Acceleration of any and all indebtedness, if so elected by Seller, shall be subject to all applicable laws including those pertaining to refunds and rebates of unearned charges. Any property other than Collateral which is in or upon the Collateral at the time of repossession may be taken and held without liability until its return is requested by Buyer. Unless otherwise provided by law, any requirement of reasonable notice which Seller may be obligated to give regarding the sale or other disposition of Collateral will be met if such notice is mailed to Buyer at its address shown herein at least ten days before the time of sale or other disposition. Seller may buy at any sale and become the owner of the Collateral. Buyer agrees that Seller may bring any legal proceedings it deems necessary to enforce the payment and performance of Buyer's obligations hereunder in any court in the State shown in Seller's address set forth herein, and service of process may be made upon Buyer by mailing a copy of the summons to Buyer at its address shown herein. The inclusion of a trade name or division name in the identification of Buyer hereunder shall not limit Seller's right, after the

Page 2 of 3 of Security Agreement dated 2-1-99 between ROBERT W. EVANS DBA BOB EVANS TRUCKING (Buyer) and LAKE DIESEL, INC. DBA LAKE PETERBILT CO. (Seller) which includes, without limitation, an item of Collateral with the following serial number: 1XP50E9X6RN342512

occurrence of an event of default, to proceed against all of Buyer's assets, including those held or used by Buyer individually or under another trade or division name. Expenses of retaking, holding, preparing for sale, selling and the like shall include (a) the reasonable fees of any attorneys retained by Seller 15% of all sums then owing hereunder if permitted by law), and (b) all other legal expenses incurred by Seller. Buyer agrees that it is liable for and will promptly pay any deficiency resulting from any disposition of Collateral after default.

**H. REINSTATEMENT.** At Seller's option, Buyer may reinstate this agreement and redeem the Collateral within 15 days after notice of repossession, if buyer pays all past due installments, accrued default charges and, if replevied by legal process authorized cost of suit, including reasonable attorney's fees, but if default at time of repossession exceeds 15 days, Buyer shall pay also the expense of retaking, repairing and storage authorized by law. Buyer has the right (as distinguished from Seller's option) to redeem the Collateral and terminate this agreement within 15 days after notice of repossession, by paying the unpaid time balance, plus the foregoing applicable charges, costs and expenses, minus unearned finance charge. If Buyer does not so redeem, Buyer loses all claim to the Collateral.

**I. PREPAYMENT.** Upon the prepayment in full of all amounts due hereunder, Buyer shall be allowed a prepayment rebate representing the portion of the finance charge which the sum of the periodic time balances after the date of prepayment bears to the sum of all periodic time balances under the payment schedule provided herein, but seller shall be permitted to retain a minimum finance charge of \$10.00.

**J. GENERAL.** Waiver of any default shall not be a waiver of any other default; all of Seller's rights are cumulative and not alternative. No waiver or change in this agreement or in any related note shall bind Seller unless in writing signed by one of its officers. The term "Seller" shall include any assignee of Seller who is the holder of this agreement. After assignment of this agreement by Seller, the assignor will not be the assignee's agent for any purpose and Buyer's obligations and liabilities hereunder to the assignee will be absolute and unconditional and will not be subject to any abatement, reduction, recoupment, defense, set-off or counterclaim available to Buyer for breach of warranty or for any other reason whatsoever. Any provisions hereof contrary to, prohibited by or invalid under applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof. Buyer waives all exemptions to the extent permitted by law. Buyer hereby waives any right to trial by jury in any action relating to this agreement. Seller may correct patent errors herein. All of the terms and provisions of this agreement shall apply to and be binding upon Buyer, its heirs, personal representatives, successors and assigns and shall inure to the benefit of Seller, its successors and assigns.

**K. ACCELERATION INTEREST.** Buyer agrees to pay Seller, upon acceleration of the above indebtedness, interest on all sums then owing hereunder at the rate of 1 1/4% per month if not prohibited by law, otherwise at the highest rate Buyer can legally obligate itself to pay and/or Seller can legally collect. Any note taken herewith evidences indebtedness and not payment. All amounts payable hereunder are payable at Seller's address shown below or at such other address as Seller may specify from time to time in writing.

**L. LATE INSTALLMENTS.** For each installment not paid within ten (10) days of its scheduled due date Buyer agrees to pay Seller a default charge of 4% of the amount of such installment.

**M. SECURITY INTEREST.** To secure payment of the TIME BALANCE (Item 8), Seller retains title to and a security interest in the Collateral regardless of any retaking and redelivery of the Collateral to Buyer.

**N. CROSS SECURITY.** Buyer grants to Seller a security interest in the Collateral to secure the payment and performance of all absolute and all contingent obligations and liabilities of Buyer to Seller, or to any assignee of Seller, now existing or hereafter arising, whether under this agreement or any other agreement and whether due directly or by assignment; provided, however, upon any assignment of this agreement by Seller, the assignee shall be deemed for the purpose of this paragraph the only party with a security interest in the Collateral.

**O. DISCLAIMER.** There are no warranties other than those made by the manufacturer of the Collateral. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE QUALITY, WORKMANSHIP, DESIGN, MERCHANTABILITY, SUITABILITY, OR FITNESS OF THE COLLATERAL FOR ANY PARTICULAR PURPOSE, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, unless such warranties are in writing and signed by Seller. Seller shall not under any circumstances be liable for loss of anticipatory profits or for consequential damages.

**P. ADDITIONAL COVENANTS AND ORAL AGREEMENT.** THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. Buyer and Seller agree that this is a three page agreement and each page hereof constitutes a part of this agreement.

**Q. CHATTEL PAPER.** This specific Security Agreement is to be sold only to ASSOCIATES COMMERCIAL CORPORATION and is subject to the security interest of ASSOCIATES COMMERCIAL CORPORATION. The only copy of this Security Agreement which constitutes Chattel Paper for all purposes of the Uniform Commercial Code is the copy marked "ORIGINAL FOR ASSOCIATES" which is delivered to and held by ASSOCIATES COMMERCIAL CORPORATION. Any change in the name of the assignee of this Security Agreement from ASSOCIATES COMMERCIAL CORPORATION shall render the copy of this Security Agreement so changed VOID and of no force and effect. No assignee or secured party other than Associates Commercial Corporation will under any circumstances acquire any rights in, under or to this Security Agreement or any sums due

**NOTICE TO BUYER :**  
**DO NOT SIGN THIS CONTRACT IN BLANK.**  
**YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN.**  
**KEEP IT TO PROTECT YOUR LEGAL RIGHTS.**

Buyer hereby acknowledges receipt of an exact copy of this contract.

Date 2-1-99 2-1-99  
Buyer(s) ROBERT W. EVANS DBA BOB EVANS TRUCKING  
(Name of individual(s), corporation or partnership. Give trade style, if any, after name.)  
Seller LAKE DIESEL, INC. DBA LAKE PETERBILT CO.  
(Name of individual, corporation or partnership.)  
By [Signature] Title INDIVIDUAL  
(If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner(s) or partner, show which.)  
By [Signature] Title [Signature]  
(If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner(s) or partner, show which.)  
8125 WATTSBURG ROAD RD # 2 BOX 48  
(Street Address) (Street Address)  
ERIE PA 16509 CURWENSVILLE CLEARFIELD PA 16833  
(City, State and Zip Code) (City, COUNTY, State, and Zip Code)

Buyer's Initials RWE  
Page 3 of 3 of Security Agreement dated 2-1-99 between ROBERT W. EVANS DBA BOB EVANS TRUCKING (Buyer)  
and LAKE DIESEL, INC. DBA LAKE PETERBILT CO. (Seller) which includes, without limitation, an item of Collateral with the following  
serial number: 1XP50E9X6RN342512

# SELLER'S AGREEMENT

For value received, the undersigned ("Assignor") hereby sells, assigns and transfers to ASSOCIATES COMMERCIAL CORPORATION, its successors and assigns ("Assignee"), all Assignor's right, title and interest in and to (a) that certain security agreement dated 11-15-99 between ROBERT W. EVANS DBA BOB EVANS TRUCKING ("Buyer") and Assignor which includes, without limitation, an item of Collateral, as defined herein, with the following serial number: 1XP5DE9X6RN342512 (the "Security Agreement"), (b) any notes, guaranties and other documents executed in connection with the Security Agreement (herein, with the Security Agreement, called the "Documents"), (c) all amounts due and to become due under the Documents, (d) the property in which a security interest is granted to or reserved by Assignor under the Security Agreement (the "Collateral"), and (e) all of Assignor's rights and remedies under or in connection with the Documents, including the right, without notice to Assignor and without affecting Assignor's liability hereunder: (i) to collect any and all amounts owing under the Documents, (ii) to endorse Assignor's name on any note or remittance received, (iii) to release or discharge the Buyer under the Security Agreement or any other persons obligated under the Documents, on terms satisfactory to Assignee, by operation of law or otherwise, (iv) to settle, compromise or adjust any and all rights against and to grant extensions of time of payment to Buyer or any other persons obligated under the Documents, and (v) to take any other action Assignor might take but for this assignment. Assignor warrants that: the Documents are genuine, enforceable and in all respects what they purport to be; all signatures, names, addresses, amounts and other statements and facts contained in the Documents and herein are true and correct; the Collateral was sold to Buyer in a bona fide time sale transaction; Buyer has paid the down payment in cash or as otherwise set forth in the Security Agreement, and no part thereof was loaned directly or indirectly by Assignor; the Collateral was delivered in satisfactory condition to Buyer on the date set forth below and was accepted by Buyer; any notice of insurance or certificate or policy thereof was or will be delivered to Buyer within the time required by law; all parties to the Documents have the capacity to contract and none of such parties is a minor; the security interest and reservation of title evidenced by the Security Agreement are valid, first, prior to all others and effective against all persons;

Assignor has caused or will promptly cause such actions or procedures to be taken as are required or permitted by statute or regulation to perfect such security interest and reservation of title in Assignee's favor, including, without limitation, filing financing statements, recording documents and obtaining Certificates of Title disclosing Assignee's interest; Assignor has full title to and the right to sell and assign the Documents and the security interest and reserved title evidenced thereby, and this assignment conveys the same free and clear of all liens and encumbrances whatsoever; the Documents are and will continue free from defenses, counterclaims, cross-claims, and set-offs; and Assignor shall continue to be liable hereunder, notwithstanding Assignee's waiver of or failure to enforce any of the terms, covenants or conditions contained in the Documents or any release of, or failure on the part of Assignee to realize upon or protect, the Collateral or any lien thereon. If any of the foregoing warranties are untrue, regardless of Assignee's knowledge thereof or lack of reliance thereon, or if Assignor breaches any provision hereof, Assignor hereby unconditionally agrees to (i) indemnify and hold Assignee harmless from any losses, damages or claims arising therefrom, and (ii) purchase the Documents on written demand from Assignee for the balance remaining unpaid thereunder, plus any expenses of collection, repossession, transportation and storage, and reasonable attorneys' fees and court costs incurred by Assignee, less any customary refund by Assignee of unearned finance charges.

ANY REASSIGNMENT OF THE DOCUMENTS AND/OR THE COLLATERAL BY ASSIGNEE SHALL BE WITHOUT RECOURSE OR WARRANTY OF ANY KIND. Assignor waives notice of acceptance hereof, presentment and demand for payment, protest and notice of non-payment, and subordinates all rights Assignor may now or hereafter have against Buyer to any rights Assignee may now or hereafter have against Buyer. Assignor shall have no authority to, and will not, without Assignee's prior consent, accept collections, repossess, substitute or consent to the return of the Collateral or modify the terms of the Documents.

The Collateral was delivered to Buyer on

2-1-99  
4/15/99  
(Date)

WITH RECOURSE: If Buyer fails to pay any payment on the Documents when due, or if Buyer is otherwise in default under the terms of the Documents, or if Buyer or Assignor becomes insolvent or makes an assignment for the benefit of creditors, or if a petition for a receiver or in bankruptcy is filed by or against Buyer or Assignor, then in any of such events Assignor will, without requiring Assignee to proceed against Buyer or any other person or any security, repurchase the Documents on written demand and pay Assignee in cash the balance remaining unpaid thereunder plus any expenses of collection, repossession, transportation and storage, and reasonable attorneys' fees and court costs incurred by Assignee, less any customary refund by Assignee of unearned finance charges. The terms and provisions of Seller's Assignment above the following described agreement are incorporated herein by reference:

(Identify specific agreement or, if none, show "None")

Assignor (Name of individual, corporation or partnership.)

Dated

By Title  
(If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner or partner, show which.)

WITHOUT RECOURSE: This assignment is Without Recourse as to the financial ability of the Buyer to pay, except as provided in Seller's Assignment above or as may be otherwise provided in the following described agreement between Assignor and Assignee. The terms and provisions of Seller's Assignment above and the following described agreement are incorporated herein by reference.

THE ASSOCIATES/GENERAL DEALER AGREEMENT DATED 9/12/97

LAKE DIESEL INC., DBA LAKE PETERBILT CO.

(Identify specific agreement or, if none, show "None")

Assignor (Name of individual, corporation or partnership.)

Dated 2-1-99

By Title Vice President  
(If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner or partner, show which.)

REPURCHASE: Assignor hereby agrees with Assignee that in the event of repossession of the Collateral Assignor on written demand will purchase the Security Agreement from Assignee at a place designated by Assignee for the balance remaining unpaid under the Security Agreement plus any expenses of collection, repossession, transportation and storage, and reasonable attorneys' fees and court costs incurred by Assignee, less any customary refund by Assignee of unearned finance charges, and will so purchase the Security Agreement even though Assignee may have waived full performance of the provisions of the Security Agreement by Buyer without Assignor's consent. The terms and provisions of Seller's Assignment above and the following described agreement are incorporated herein by reference.

(Identify specific agreement or, if none, show "None")

Assignor (Name of individual, corporation or partnership.)

Dated

By Title  
(If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner or partner, show which.)

# COMMONWEALTH OF PENNSYLVANIA

## CERTIFICATE OF TITLE FOR A VEHICLE

82-318

990363174000040-001

1XP5DE9XL6RN342512

94

PETERBILT

96445765202 EV

TT

0

SEAT CAP

PRIOR TITLE STATE

27/05/99

000000

0

8/16/93

27/05/99

15,070

GVWR

80,000

GVW

### ODOMETER STATUS

- 0 = ACTUAL MILEAGE
- 1 = MILEAGE EXCEEDS THE MECHANICAL LIMITS
- 2 = NOT THE ACTUAL MILEAGE
- 3 = NOT THE ACTUAL MILEAGE-ODOMETER TAMPERING VERIFIED
- 4 = EXEMPT FROM ODOMETER DISCLOSURE

### TITLE BRANDS

- A = ANTIQUE VEHICLE
- C = CLASSIC VEHICLE
- D = COLLECTIBLE VEHICLE
- E = OUT OF COUNTRY
- G = ORIGINALLY MFGD FOR NON-US DISTRIBUTION
- H = AGRICULTURAL VEHICLE
- L = LOGGING VEHICLE
- P = IS WAS A POLICE VEHICLE
- R = RECONSTRUCTED
- S = STREET ROD
- T = RECOVERED THEFT VEHICLE
- V = VEHICLE CONTAINS REISSUED VIN
- W = FLOOD VEHICLE
- X = IS WAS A TAXI

REGISTERED OWNER(S)

EVANS, ROBERT W DBA 808  
EVANS TRUCKING  
RD 2 BOX 48  
CURWENSVILLE PA 16833

FIRST LIEN FAVOR OF

SECOND LIEN FAVOR OF

ASSOCIATE COMMERCIAL

FIRST LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

ASSOCIATE COMMERCIAL  
BOX 168647  
IRVING TX 75016

SECOND LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

At the time of the date of issue, the following records of the Pennsylvania Department of Transportation reflect that the person(s) or company named herein is the lawful owner of the vehicle.



### D. APPLICATION FOR TITLE AND LIEN INFORMATION

SUBSCRIBED AND SWORN

TO BEFORE ME

NO

DAY

YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

SIGN IN PRESENCE OF

The undersigned hereby makes application for Certificate of Title to the vehicle described herein, subject to the requirements and other legal duties on this form.

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORIZED SIGNER

TO BE COMPLETED BY PURCHASER WHEN VEHICLE IS SOLD AND THE APPROPRIATE SECTIONS ON THE REVERSE SIDE OF THIS DOCUMENT ARE COMPLETED.

If a co-purchaser other than your spouse is listed and you want "the title" to be listed as "Joint Tenants With Right of Survivorship" (On death of one owner, title goes to surviving owner) CHECK HERE ☐ Otherwise, title will be issued as "Tenants in Common" (On death of one owner, interest of deceased owner goes to his/her heirs or estate)

1ST LIEN DATE

IF NO LIEN CHECK ☐

1ST LIENHOLDER

STREET

CITY

STATE

ZIP

FINANCIAL INSTITUTION NUMBER

2ND LIEN DATE

IF NO LIEN CHECK ☐

2ND LIENHOLDER

STREET

CITY

STATE

ZIP

UTION NUMBER

EXHIBIT

STORE IN A SAFE PLACE - IF LOST

REPRODUCTION OR ERASURE VOIDS THIS TITLE

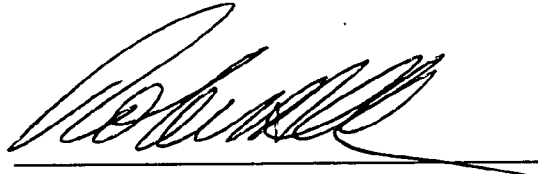
DO NOT ACCEPT DOCUMENT WITHOUT VERIFYING THE PRESENCE OF THE LIBERTY BELL WATERMARK

00113708

VERIFICATION

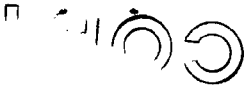
I, ROBERT D. KODAK, state that I am not a party to the action but that, at the request of the Plaintiff, ASSOCIATES COMMERCIAL CORPORATION, and based upon knowledge, information, records and documents supplied to me by the Plaintiff, the averments set forth in Plaintiff's Replevin Complaint are true. A Verification executed by the Plaintiff can be supplied at time of trial or upon request.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

  
Robert D. Kodak

Dated: 9/27/00

LAW OFFICES OF  
KNUPP, KODAK & IMBLUM, P.C.  
CAMERON MANSION  
407 NORTH FRONT STREET  
PO. BOX 11848  
HARRISBURG, PA 17108-1848



TO THE ABOVE NAMED DEFENDANT:  
YOU ARE HEREBY NOTIFIED TO  
PLEAD TO THE ENCLOSED COMPLAINT  
WITHIN TWENTY (20) DAYS OF SERVICE  
HEREOF OR A DEFAULT JUDGMENT  
WILL BE ENTERED AGAINST YOU.

KNUPP, KODAK & IMBLUM, P.C.  
BY: 

LAW OFFICES OF

KNUPP, KODAK & IMBLUM, P.C.  
CAMERON MANSION  
407 NORTH FRONT STREET  
PO. BOX 11848  
HARRISBURG, PA 17108-1848





OFFICE OF COURT ADMINISTRATOR  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE  
SUITE 228, 230 EAST MARKET STREET  
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK  
COURT ADMINISTRATOR

PHONE: (814) 765-2641  
FAX: 1-814-765-7649

MARCY KELLEY  
DEPUTY COURT ADMINISTRATOR

COPY

**Notice of Proposed Termination of Court Case**

November 10, 2005

FILED

NOV 10 2005

William A. Shanley  
Prothonotary/Clerk of Courts

RE: 00-1211-CD  
Associates Commercial Corporation  
Vs.  
Robert W. Evans

Dear Plaintiff/Defendant:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary** of Clearfield County, 230 East Market Street, Clearfield, Pennsylvania 16830. The Statement of Intention to Proceed must be filed on or before January 17, 2005.

**If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.**

By the Court,

David S. Meholic  
Court Administrator



OFFICE OF COURT ADMINISTRATOR  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE  
SUITE 228, 230 EAST MARKET STREET  
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Court of Common Pleas of Clearfield County, Pennsylvania  
Civil Division

Associates Commercial Corporation

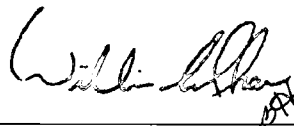
Vs.

00-1211-CD

Robert W. Evans

**Termination of Inactive Case**

This case is hereby terminated with prejudice  
this 17<sup>th</sup> day of January, 2006, as per Rule 230.2.



William A. Shaw  
Prothonotary

**FILED**

**JAN 17 2006**

William A. Shaw  
Prothonotary/Clerk of Courts