

01-200-CD
CENTERPOINTE FINANCIAL SERVICE, LLP -vs- MICHAEL S. STEWART
s/to LEASELINE FINANCIAL, INC.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CENTERPOINTE FINANCIAL
SERVICES, LLP, Successor to
Leaseline Financial, Inc.

Plaintiff,

vs.

MICHAEL S. STEWART

Defendant.

CIVIL DIVISION

No. 01-200-00

PLEADING:

**COMPLAINT IN
CIVIL ACTION**

Filed on Behalf of Plaintiff,
Centerpointe Financial
Services, LLP, Successor
to Leaseline Financial, Inc.

Counsel of Record for this
Party:

Thomas E. Reilly, Esquire
Pa.I.D. #25832

THOMAS E. REILLY, P.C.
2025 Greentree Road
Pittsburgh, PA 15220

(412)341-1600

FILED

FEB 08 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

CENTERPOINTE FINANCIAL)	
SERVICES, LLP, Successor to)	
Leaseline Financial, Inc.,)	
)	
Plaintiff,)	
)	
vs.)	No.
)	
MICHAEL S. STEWART,)	
)	
Defendant.)	

NOTICE TO DEFEND

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

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

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814)765-2641, ext. 51

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

CENTERPOINTE FINANCIAL)	
SERVICES, LLP, Successor to)	
Leaseline Financial, Inc.,)	
)	
Plaintiff,)	
)	
vs.)	No.
)	
MICHAEL S. STEWART,)	
)	
Defendant.)	

COMPLAINT IN CIVIL ACTION

AND NOW, comes Plaintiff, Centerpointe Financial Services, LLP, Successor to Leaseline Financial, Inc., by and through its counsel, Thomas E. Reilly, P.C. and files the within Complaint in Civil Action and avers as follows:

1. Centerpointe Financial Services, LLP, is a limited partnership conducting business at 1675 Larimer Street, Ste. 880, Denver, Colorado 80202 (hereinafter referred to as "Plaintiff").
2. Michael S. Stewart is an individual who, to the best of the information and knowledge of Plaintiff, is residing at R.R. 1, Box 533, Houtzdale, Clearfield County, Pennsylvania 16651.

COUNT I – MONETARY DAMAGES

3. On or about September 9, 1997 Defendant leased from Plaintiff's predecessor, Leaseline Financial, Inc. one (1) 1994 Western Star Tractor, Serial No. 2WKPDCCH9RK935441, pursuant a written lease, a true and correct copy of which is marked Exhibit "A", attached hereto and made a part hereof.

4. Plaintiff, as Successor to Leaseline Financial, Inc., is the owner of the 1994 Western Star described above. A true and correct copy of the Certificate of Title identifying Leaseline Financial, Inc., Plaintiff's predecessor in interest as owner of the vehicle is marked Exhibit "B", attached hereto and made a part hereof.

5. Defendant defaulted under the terms and conditions of the written lease by failing to make payment when due. The amount due and owing Plaintiff by Defendant under the terms and conditions of the written lease as of December 19, 2000 is the sum of \$86,416.12. In addition, Plaintiff is entitled to the lease-end value of the equipment which, calculated in accordance with the terms and conditions of the lease, is 25% of the original purchase cost. The original purchase cost is \$62,964.00. Therefore, the lease-end value of the equipment pursuant to the lease is the sum of \$15,741.00.

6. Under the terms and conditions of the written agreement, Plaintiff is entitled to recover from the defendant reasonable attorneys fees and court costs for the prosecution of, and collection of this obligation, which Plaintiff alleges to be reasonably calculated at the rate of 10% of the amount due, or the sum of \$10,215.71.

WHEREFORE, Plaintiff claims damages from the defendant in the sum of \$112,372.83, with interest thereon at the contractual rate from December 19, 2000.

COUNT II - REPLEVIN

7. Plaintiff incorporates by reference thereto the averments contained in the foregoing paragraphs, having the same force and effect as if fully set forth herein.

8. Under the terms and conditions of the written agreement, Plaintiff is entitled to immediate possession of the property.

9. Plaintiff believes and therefore avers that the property is in the defendant's possession, but its exact whereabouts are unknown.

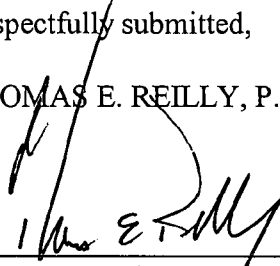
10. Plaintiff believes and therefore avers that the value of the 1994 Western Star is the sum of \$60,000.00.

11. Plaintiff has demanded possession from the defendant, who has failed and refused to provide possession.

WHEREFORE, Plaintiff respectfully demands judgment for possession of one (1) 1994 Western Star Truck Tractor, Serial No. 2WKPDCCCH9RK935441, from the defendant, Michael S. Stewart.

Respectfully submitted,

THOMAS E. REILLY, P.C.



Thomas E. Reilly, Esquire
Attorney for Plaintiff,
Centerpointe Financial Services,
LLP, Successor to Leaseline
Financial, Inc.

OR

UPDATED

TRAC Lease Agreement

#

EXHIBIT

A

is an agent of Lessor or its assignee nor are they authorized to waive or alter the term of the lease. Their representations shall in no way affect Lessor's rights and obligations as herein set forth.

QUANTITY	DESCRIPTION OF LEASED EQUIPMENT	SERIAL NO. & VIN	
1	1994 WESTERN STAR	2WKE0009R935441	<div>is an agent of Lessor or its assignee nor are they authorized to waive or alter the term of the lease. Their representations shall in no way affect Lessor or Lessor's rights and obligations as hereinafter set forth.</div>
INITIAL TERM	LEASE END VALUE	MONTHLY PAYMENT \$	SECURITY DEPOSIT \$
60 (Months)	\$ 1.00	\$1,574.10	\$1,574.10

EQUIPMENT LOCATION IF OTHER THAN BILLING ADDRESS
Address

City

County

State

Zip

HIS LEASE CANNOT BE CANCELLED EXCEPT AS EXPRESSLY PROVIDED HEREIN. THIS LEASE SHALL BECOME EFFECTIVE ONLY UPON EXECUTION AND ACCEPTANCE BY LEASELINE AT ITS MICHIGAN OFFICE.

LEASE. LeaseLine leases to Lessee and Lessee leases from LeaseLine, the equipment identified on the face hereof and/or on any attached schedule (the "Equipment") pursuant to the terms and conditions set forth herein. Lessee and Lessee hereby acknowledge and agree that this Lease constitutes a "Finance Lease." Lessee further agrees and acknowledges that the Equipment leased herein is not unique.

INTEGRATION AND MERGER. This Lease and schedules, and other attachments hereto in the Lease application constitute the full and entire agreement between LeaseLine and Lessee in connection with the Equipment, and hereby integrates and merges any other understanding. Neither party relies on any other statement, oral or written. The Lease shall not be canceled nor modified, except by a written agreement signed by LeaseLine and by a corporate officer of Lessee.

Authorized Signature of Lessee:

X MICHAEL STEWART

Michael S Stewart

UCC DOCUMENTATION. Upon execution of this Lease, Lessee authorizes LeaseLine or its agents or assigns to execute a file, without the signature of Lessee, one or more Financing Statements pursuant to the Uniform Commercial Code (UCC) in the form and in the places deemed satisfactory to LeaseLine or its agents or assigns. Lessee will pay the cost of filing all such Financing Statements in all public offices wherever filing is deemed by LeaseLine or its agents or assigns to be necessary or desirable. The parties intend this Lease to be a True Finance Lease subject to the provisions of Article 9 of the Uniform Commercial Code, but if any court or tribunal, having jurisdiction over the parties, should find that all or part of this transaction is not a True Finance Lease, but is rather in the nature of a sale, consignment, or other transaction, the parties intend and the Lessee hereby grants a continuing security interest in the equipment leased herein together with all additions, attachments and accessories relating back to the date of this Agreement to secure the payment of Lessee's indebtedness to LeaseLine.

TERM AND RENT. Lessee agrees to pay all Lease payments and other charges as provided herein. The term of the lease shall be the number of months written on the face hereof. The base monthly lease payment shall be the amount shown on the face hereof. SUBJECT TO THE FOLLOWING ADDITIONS AND ADJUSTMENTS: The base Lease payment shall be adjusted by LeaseLine proportionately upward or downward, if the actual cost of the Equipment exceeds or is less than the estimate. Lease payments shall be increased by any cost or expense LeaseLine incurs to preserve the Equipment or to pay taxes of any kind, assessments, fees, penalties, liens, or encumbrances. Lessee shall keep in force and effect the term of this Lease permission for LeaseLine to debit directly Lessee's designated Depository Account, at least monthly, for amounts due to LeaseLine. Each payment will be applied first to the oldest charge due under the Lease. LESSEE AGREES THAT TIME IS OF THE ESSENCE AND TO MAKE PAYMENTS REGARDLESS OF ANY PROBLEMS LESSEE MIGHT HAVE WITH THE EQUIPMENT INCLUDING ITS OPERATIONS, CAPABILITY, INSTALLATION, OR MAINTENANCE AND REGARDLESS OF ANY CLAIM, SETOFF, COUNTERCLAIM, OR DEFENSE LESSEE MIGHT HAVE AGAINST THE VENDOR OR MANUFACTURER ("SUPPLIER"), SALESPERSON, OR OTHER THIRD PARTY. Without LeaseLine's written consent, any payment to LeaseLine of a smaller sum than due at any time under this Lease shall not constitute payment or an accord or satisfaction for any greater sum due, or to become due, regardless of any endorsement or notation. Any payments received by LeaseLine with a Lease Application shall include a five hundred dollar non-refundable security deposit and be retained either in liquidation of documentation and processing expenses if the Lease is ever finalized or as security for performance of all obligations due under the Lease if it is finalized. Lessee agrees to LeaseLine's standard set-up fee as additional rent hereunder. A fee of \$45.00 will be charged the Lessee for initial documentation and service set-up.

LESSEE'S AND GUARANTOR'S WARRANTIES TO LEASELINE. Lessee and any Guarantor (collectively "Warrantors") hereby represent, swear, and warrant to LeaseLine, and LeaseLine relies on the fact, that a) Warrantors have received, read and understood this Lease before it was signed; b) Warrantors have selected and are fully satisfied with both the equipment and the supplier who sold the Equipment to LeaseLine; c) Warrantors have freely chosen to lease, not buy, the Equipment only after having considered other means of obtaining the use of the Equipment; d) Warrantors will authorize LeaseLine to pay for the Equipment only after Lessee has received and accepted the Equipment as fully operable Lessee's purposes: a) NEITHER THE SUPPLIER OF THE EQUIPMENT NOR ANY BROKER OR SALESPERSON IS, OR SHALL BE, ACTED AS, AN AGENT OR EMPLOYEE OF LEASELINE; b) Financial information and other statements provided to LeaseLine are accurate and correct, and will be updated upon LeaseLine's request during the term of the Lease; c) Warrantors are currently meeting all debts as such come due; h) the Equipment is leased exclusively for Lessee's existing business purposes and not for starting a new business or for personal, family or household purposes; i) Lessee has strict power to enter into this Lease, has duly authorized the person executing it, and certifies that all signatures are authentic, and j) Warrantors will pay all costs connected with the Equipment, including taxes, insurance repairs, freight, collection costs and other expenses normally paid in a Net Lease.

MITIGATION OF LIABILITY. Lessee leases the Equipment from LeaseLine "AS IS." LEASELINE MAKES ABSOLUTELY NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES AGAINST INFRINGEMENT. IF THE EQUIPMENT IS NOT PROPERLY MAINTAINED, DOES NOT OPERATE AS REPRESENTED OR WARRANTED BY THE SUPPLIER, OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, LESSEE SHALL MAKE ANY CLAIM ON ACCOUNT THEREOF SOLELY AGAINST THE SUPPLIER, AND LESSEE HEREBY WAIVES ANY SUCH CLAIM AGAINST LEASELINE. All warranties from the supplier are hereby assigned to Lessee for the term of the Lease for Lessee's exercise at Lessee's expense. Lessee

(OVER)

OR LEASELINE FINANCIAL INC. Lease # 16583

Noted By: *William A. Hodge* Date:

Funder's use only) Verification of Lessee's Acceptance and Authorization of Lessor's Purchase at Supplier's Price.

Noted By: To: Date:

THIS LEASE IS NON-CANCELLABLE

THIS LEASE IS A BINDING CONTRACT CONSISTING OF ALL TERMS ON THE FRONT AND REVERSE HEREOF. THIS LEASE SHALL BECOME EFFECTIVE ONLY UPON EXECUTION AND ACCEPTANCE BY LESSOR, ITS ASSIGNEE, OR NOMINEE AT ITS MICHIGAN OFFICE.

LESSEE (Complete Legal Name)

STEWART TRUCKING

Billing Address

R.R. 1 BOX 533

City

County

State

Zip

HOUTSDALE,

PA 16651

Phone No.

(814) 339-7202

Date

SEPTEMBER 6, 1997

Authorized Signature of Lessee:

X MICHAEL STEWART

Initials:

X MJS

Print Name and Title below:

Michael S Stewart
Owner

GUARANTEE

In consideration of the Lessor leasing to the Lessee and other good and valuable consideration, the receipt of which is hereby acknowledged by the undersigned, the undersigned PERSONALLY, solely, and unconditionally guarantees payment and performance of, and agrees to be solely subject to, all the terms and conditions of this Lease until all obligations under the Lease are fulfilled and in the event of default, hereby pledges the sole and separate estate of the undersigned and waives notice of, agrees and consents to, confirms and ratifies, any modification, amendment, compromise, equipment disposition, or extension of the Lease. This guarantee shall be valid and enforceable without initiating or exhausting any remedy or proceeding against Lessee or equipment and whether or not the Key Man Guarantor Option is applicable to this Lease.

Signature of Guarantor As an Individual (No Title):

X MICHAEL STEWART

Signature of Co. Guarantor As an Individual (No Title):

X

EQUIPMENT ACCEPTANCE AND PURCHASE AUTHORIZATION

On behalf of Lessee, I hereby certify that I have approved the invoice or contract for Lessor's acceptance to purchase the Equipment, that all of the Equipment referred to in the above Lease has been delivered to and has been received by the Lessee, that all installation or other work necessary prior to the use thereof has been completed, that the Equipment has been examined by the Lessee and is in good operating order and condition and is in all respects satisfactory to the Lessee, and that the Equipment is accepted by the Lessee for all purposes under this Lease.

ACCORDINGLY I AUTHORIZE LESSOR TO ACQUIRE AND PURCHASE THE EQUIPMENT BY PAYING THE SUPPLIER'S INVOICE PRICE.

Authorized Signature of Lessee:

X MICHAEL STEWART

Date

Michael S Stewart 9-9-97

AUTHORIZATION FOR ELECTRONIC PAYMENTS

Lessee hereby requests and authorizes Lessor to initiate debt and/or credit entries in connection with this Lease to the Depository Account designated below and authorizes the Depository Financial Institution (DFI) designated below to debit and/or credit same to such account. This authority is to remain in full force and effect until:

ATTACH VOIDED CHECK

Name of DFI

DFI Transit/ABA No.

Account No.

Authorized Signature of Lessee:

X MICHAEL STEWART

Michael S Stewart

acknowledges and warrants that it has received a statement from the supplier of all warranties from the supplier to Lesseeine and in respect to the Equipment leased herein. LESSEE SHALL HOLD LEASELINE HARMLESS AND SHALL BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY CAUSED BY THE EQUIPMENT. LESSEE SHALL BE RESPONSIBLE FOR ANY WARRANTY BY THE SUPPLIER OR SALESPERSON IS BINDING ON LEASELINE NOR SHALL BREACH OF SUCH WARRANTY RELIEVE LESSEE OR LESSEE'S OBLIGATIONS TO LEASELINE. IN NO CASE SHALL LEASELINE BE LIABLE TO LESSEE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. LESSOR SHALL NOT BE LIABLE FOR ANY LOSS OR DELAY IN DELIVERING ANY EQUIPMENT, OR IN PERFORMING ANY PROVISION HEREOF, DUE TO FIRE OR OTHER CASUALTY, LABOR DIFFICULTY, GOVERNMENTAL RESTRICTION OF ANY CAUSE BEYOND LESSOR'S CONTROL. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY LOSS OF PROFITS, OTHER CONSEQUENTIAL DAMAGES OR INCONVENIENCE DUE TO ANY THEFT, DAMAGE, LOSS, DEFECT OR FAILURE OF ANY EQUIPMENT OR THE TIME CONSUMED IN RECOVERING, REPAIRING, SERVICING OR REPLACING THE SAME, AND THERE SHALL BE NO DEDUCTION OR APPORTIONMENT OF RENTAL DURING SUCH TIME.

TAXES, ASSESSMENTS AND FEES. During the term of this Lease, Lessee agrees to keep the Equipment free of any liens, encumbrances and agrees to pay any charges either directly or as additional rent when billed by Lesseeine, including, without limitation, any charges imposed on the ownership, possession, or use of the Equipment for any sales, use, excise, personal property, stamp, documentary, or ad valorem taxes (but not Lesseeine's income taxes), any licensing, filing or registration fees; any assessments, fines, penalties and all collection, administrative, or other charges. Lessee shall timely pay any tax returns including personal property tax returns required of the holder of rental Equipment. To liquidate any personal property tax expense incurred by Lesseeine, Lessee agrees to pay Lesseeine either the charge therefor as incurred by Lesseeine or, at Lesseeine's election, a monthly personal property tax fee liquidated at any fee set by Lesseeine up to three percent (3%) of the original Equipment cost. If Lessee shall fail to make any payment or perform any act required hereunder, Lesseeine may, without obligation to do so, make such payment or perform such act without waiving releasing Lessee from any obligation or default. To secure Lesseeine in case of any finding that this is not a True Lease transaction, Lessee hereby grants Lesseeine a security interest in the Equipment and any proceeds therefrom and authorizes Lesseeine to file a financing statement at Lessee's expense and without Lessee's signature, and, if a signature is required by law, Lessee appoints Lesseeine as Lessee's Attorney-in-Fact to execute such financing statement.

NOTICE. Until Lesseeine and Lessee notify each other of any new address in writing, any written communication is validly given when mailed postage prepaid by first class mail to the address provided herein.

SUCCESSORS AND ASSIGNMENTS. Lessee agrees not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without the prior written consent of Lesseeine. HOWEVER, IN ANY CASE, THE PROVISIONS OF THIS AGREEMENT BIND ALL HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, TRUSTEES, ASSIGNS OF THE LESSEE AND ANY GUARANTOR. Lesseeine may at its option assign its rights and interests under this Lease. Lessee agrees that Lesseeine's Assignee will have the same rights and remedies that Lesseeine has hereunder. LESSEE AGREES THAT THE RIGHTS OF LEASELINE'S ASSIGNEE WILL NOT BE SUBJECT TO CLAIMS, DEFENSE, OR OFFSETS THAT LESSEE MAY HAVE AGAINST LEASELINE. LESSEE WILL PAY LEASELINE'S ASSIGNEE REGARDLESS OF CLAIMS AGAINST LEASELINE AND WILL SEPARATELY PURSUE THE CLAIMS AGAINST LEASELINE.

OWNERSHIP AND TITLE. Lesseeine is the sole owner of the Equipment, has sole title, has the right to inspect the Equipment, and has the right to affix and display a notice of Lesseeine's ownership thereon. All additions, attachments, and accessories placed on the Equipment become part of the Equipment and Lesseeine's property. Lessee agrees to maintain the Equipment so that it may be removed from the property or building where located without damage. Lessee further agrees to acknowledge that, as a condition of this Lease, if so requested by Lesseeine or its agents or assigns, Lessee shall cause Vehicle Registration for the Equipment leased herein to be recorded with the Secretary of State in the appropriate State in seven (7) days from the date of the lease or receipt thereof. Lessee agrees and acknowledges that failure to comply with such a request will constitute a breach of the Lease and subject Lessee to a charge of \$10.00 per day for each day that Lessee fails to comply with such a request. This charge is intended by both Lesseeine and Lessee to constitute a liquidated damages provision only and not a penalty to Lessee.

OPERATION AND TERMINATION. Lessee shall be solely responsible for the operation and maintenance of the Equipment, shall keep it in good condition and running order, and shall use and operate the Equipment in compliance with applicable laws. Lessee agrees to store this Equipment only at the business address specified above and shall not remove possession of the Equipment except to Lesseeine's Agent. At the end of the initial term, provided Lessee has complied with all terms and conditions of this Lease, Lessee may either continue to rent the Equipment for an additional term on the same terms as the Lease Rate in effect for the last 12 months of the initial term or surrender possession of the equipment to Lesseeine at the end of the initial term at Lessee's own expense by contacting Lesseeine, who will designate the return location within the continental United States, and Lesseeine shall promptly thereafter cause such item of Equipment to be sold. If the proceeds of such sale, less all reasonable costs of sale, reconditioning and relocating the item of Equipment, are less than the Lease End Value as listed on the attachment hereto for such item of Equipment, Lessee shall promptly remit the difference to Lesseeine as additional rent. If such net sale proceeds exceed such Lease End Value with respect to each item of Equipment and Lessee has paid all sums for which Lessee is responsible under the Lease, Lesseeine shall pay such amount to Lessee as a refund of rentals. Lessee acknowledges that Lesseeine shall be entitled to claim for Federal income tax purposes all Modified Accelerated Cost Recovery System (MACRS) deductions for each of its taxable years during the term.

RISK OF LOSS AND INSURANCE. Until Lessee has returned the Equipment to the designated location, Lessee bears the risk of loss or damage to the Equipment. Lessee shall immediately notify Lesseeine of the occurrence of any loss or occurrence affecting Lesseeine's interests and shall make repairs or corrections at Lessee's expense. In such event, Lessee agrees to continue to meet all payment and other obligations under the Lease. Lessee agrees to keep the Equipment at Lessee's expense against risks of loss or damage from any cause whatsoever and agrees to name Lesseeine as the insured party of such insurance which shall not be less than the greater of the unpaid balance of the Lease or the current Fair Market Value of the Equipment. Maximum allowable deductible for collision will be \$1000.00. The terms of such insurance shall be applied at Lesseeine's sole election toward the replacement or repair of the Equipment and toward Lessee's obligations. Lessee appoints Lesseeine as Attorney-in-Fact to make any claim for, receive notice of, or execute or endorse all documents, checks or drafts for loss or damage or return of premium under such insurance. Lessee also agrees that the public liability insurance shall be in a minimum of (1) one hundred thousand per occurrence and per occurrence for bodily injury, (2) fifty thousand per occurrence for property damage and five hundred thousand single limit. The Lessee further agrees that he, she or they will be named insured on the policy and this insurance will cover Lesseeine for public liability and property damage arising from the equipment or its use of it and Lesseeine shall be named insured in the policy. Each policy shall provide that the insurance be cancelled without ten days' prior written notice to Lesseeine. Lessee agrees to furnish to Lesseeine proof of each such insurance policy within ten (10) days from the commencement of the lease. Because of increased credit risks to Lesseeine when not insured by Lessee, Lessee agrees to pay to Lesseeine with a risk charge stipulated and liquidated at 25% of Lesseeine's original Equipment cost until Lessee provides proof of insurance with insurance requirements. In spite of such risk charge, Lessee is still liable for all losses and such risk is not in lieu of the insurance requirements of the Lease.

WARRANTY. Lessee agrees to indemnify and hold Lesseeine and its Assigns harmless from all losses, damages, claims, demands, and expenses ("Claim"), including any and all attorney's fees and legal expenses, arising from or directly or indirectly by any actual or alleged use, possession, maintenance, condition (whether or not latent or visible), operation, location, delivery or transportation of any item of Equipment. The covenant of indemnity contained in paragraph 13 shall continue in full force and effect notwithstanding the full payment of all amounts due hereunder. Termination of this Lease in any manner whatsoever. Should Lessee be entitled under applicable law to revoke its use of the Equipment, Lessee agrees to pay and indemnify Lesseeine for any payment by, or on behalf of, Lesseeine or supplier of the Equipment.

COLLECTION CHARGES AND ATTORNEY FEES. If any part of any sum is not paid when due, Lessee agrees to pay to Lesseeine a late charge to compensate Lesseeine for collecting and processing the late sum, such late charge is stipulated to be at the greater of \$15 per dollar of each delayed sum or \$15.00; plus b) An interest charge for every month or part thereof in which the sum is late to compensate Lesseeine for the inability to reinvest the sum, such interest is stipulated and liquidated at 1-1/2% per month, or when less, the maximum allowed by applicable law. LESSEE OR GUARANTOR(S) AGREE TO PAY LEASELINE'S REASONABLE ATTORNEY FEES AS DAMAGES AND NOT COSTS OF PROCEEDINGS ARISING UNDER THIS LEASE, INCLUDING ANY ARBITRATION, BANKRUPTCY PROCEEDINGS, CIVIL ACTION, MEDIATION, OR OTHER PROCEEDING IN WHICH LEASELINE PREVAILS, OR POST-JUDGMENT ACTION OR APPEAL WITH RESPECT TO ANY OF THE FOREGOING. Lessee agrees to pay Lesseeine: (a) a collection charge stipulated and liquidated in the amount of \$15.00 for each occasion in which it finds it necessary, in its sole judgment, to make any telephone call to Lessee for the purpose of collecting amounts due from Lessee; (b) a collection charge stipulated and liquidated in the amount of \$50.00 per visit for each occasion in which it finds it necessary, in its sole judgment, to personally visit Lessee for the purpose of enforcing any of Lesseeine's

rights herein; (c) a fee, stipulated and liquidated at the greater of \$25.00 or the actual bank charge to Lesseeine plus such other amounts provided by applicable law; and (d) a fee, stipulated and liquidated at the greater of \$25.00 or the actual bank charge to Lesseeine plus such other amounts provided by applicable law, in the event that any of Lessee's payments to Lesseeine, whether by check or electronically, are declined or returned by Lesseeine as non-sufficient funds.

15. DEFAULT. Lessee shall be in default of this Lease on any of the following events: a) Lessee fails to keep in full force and effect Lesseeine's authority to debit sums due hereunder directly from Lessee's designated Depository Account; b) Such payment is not made within ten days after it first becomes due; c) Lessee fails to pay any rent payment within ten days after it first becomes due; d) Lessee assigns, moves, pledges, subleases, sells or relinquishes possession of the Equipment or attempts to do so, without Lesseeine's prior written authorization; e) Lessee breaches any of its warranties or other obligations under this Lease, or any other Agreement with Lesseeine, and fails to cure such breach within ten days after Lesseeine sends notice of the existence of such breach; f) Any execution or writ of process is issued in any action or proceeding to seize or detain the Equipment; g) Lessee or any Guarantor(s) gives Lesseeine reasonable cause to be insecure about Lessee's willingness or ability to perform obligations under the Lease or any other Agreement with Lesseeine; h) Lessee or any Guarantor(s) becomes insolvent, or unable to pay debts when due, stops doing business as a going concern, merges, consolidates, transfers all or substantially all of its assets, makes an Assignment for the benefit of creditors, appoints a Trustee or receiver or undergoes a substantial deterioration of financial health; or i) Lessee or any Guarantor(s) fail to reaffirm this Lease obligation within sixty (60) days of the filing of any petition for protection under the United States Bankruptcy Code.

16. REMEDIES. Should Lessee default, Lesseeine has the right to exercise any or all of the following remedies: a) Lesseeine may, without notice, accelerate all sums due under the Lease, and require Lessee to immediately pay to Lesseeine, as liquidated damages for breach of the Lease, and not as a penalty, the entire amount of the Accelerated Lease payments discounted to the date of acceleration at 5% per annum, plus all other charges that had accrued prior to the date of the Lessee's default, together with all other costs and expenses of collection; b) Lesseeine may at its sole election demand the immediate return of the Equipment to a location within the continental United States designated by Lesseeine; c) Lesseeine may agree, after all other sums described in paragraph 14(a) have been paid, to sell the Equipment to Lessee at the estimated Lease End Value discounted at 5% per annum to the date of sale. Such estimated Lease End Value is stipulated and liquidated at 25% of Lesseeine's original cost of the Equipment; d) If Lessee fails to redeliver the Equipment to Lesseeine upon demand or Lesseeine is unable to effect the repossession of the Equipment, or if Lesseeine in its sole discretion does not repossess the Equipment, Lesseeine may forthwith recover from Lessee, as liquidated damages for breach of the Lease and not as a penalty, the entire amount of the accelerated payments, the entire amount of the prior accrued Lease payments and other charges, all collection charges and attorney fees, and the estimated Lease End Value as stipulated in paragraph 14(c). Further, Lesseeine and Guarantor(s) agree and stipulate that each accelerated sum and Lease End Value shall have a discounted or present value on the date of acceleration computed at 5% per annum; e) Lesseeine has the right immediately to take possession of the Equipment without any court order or other process of law and for such purpose may enter upon any premises where the Equipment may be and remove same; f) Should Lesseeine retake possession of the Equipment, Lesseeine may resell or release the Equipment to any available purchaser or Lessee for its market value at the time of the sale; g) Should Lesseeine elect not to sell the Equipment to Lessee and cannot or otherwise sell or release the Equipment, Lesseeine may sue Lessee for accrued rent as of the date of the judgment and the present value as of the date of the judgment of the remaining lease term of the Lease Agreement, together with any incidental and consequential damages; h) If Lessee should default prior to delivery, Lesseeine may cancel the Lease; i) If Lessee is in default prior to taking possession of the Equipment, Lesseeine may sue Lessee for accrued rent as of the date of the judgment; j) If Lessee wrongfully rejects or revokes acceptance of the Equipment and Lesseeine is held to be not entitled to rent for any reason outside of Lesseeine's control, Lesseeine may sue Lessee for damages resulting from Lessee's non-acceptance, including but not limited to lost profits, together with incidental damages; k) Lesseeine has the right to exercise any remedy at law or equity, notice thereof being expressly waived by Lessee and any Guarantor(s); l) Lesseeine's action or failure to act on one remedy, constitutes neither an election to be limited thereto, nor a waiver of any other remedy, nor a release of Lessee from the liability to return the Equipment, or for any loss or claim with respect to the Equipment; and m) Any repossession, resale or release or any Equipment by Lesseeine shall not be a bar to the institution of litigation against the Lessee by Lesseeine for damages for breach of the Lease, and the commencement of any litigation against the Lessee by Lesseeine for damages for breach of the Lease shall not bar Lesseeine from the right to repossess any or all of the Equipment. Lesseeine and Lessee agree and acknowledge that the provisions of this Lease are severable and shall not be affected or impaired if any provision is held unenforceable, invalid or illegal. Any provision held in conflict with any statute or rule of law shall be deemed inoperative only to the extent of such conflict and shall be modified to conform with such statute or rule.

17. MITIGATION. Lesseeine has no duty on Lessee's default to repossess, release or remarket the Equipment. With respect to any Equipment returned or repossessed by Lesseeine pursuant to Paragraph 15, Lesseeine may hold or use such Equipment for any purpose whatsoever, or may sell same at a private or public sale, for cash or credit, or may release same for such term or payment as shall be solely determined by Lesseeine, and a) Should Lesseeine choose to sell or release the Equipment, Lesseeine agrees to credit Lessee's account, to the extent of any accrued unpaid rent, with the net proceeds of any sale or release receipts, after first deducting all costs of repossession, storage, repairs, reconditioning, sale, releasing attorney's fees, and collection of fees; b) Lessee's entitlement to such credit shall not be deemed an equity offset since Lessee has no ownership rights to the Equipment, but shall be liquidated damages to Lessee for loss of the Equipment and in full mitigation of any claims by Lessee arising from Lesseeine's repossession or remarketing of the Equipment.

18. CONSENT TO MICHIGAN LAW, JURISDICTION, AND VENUE. Lessee and any Guarantor consent, agree, and stipulate that: a) This Lease shall be deemed fully executed and performed in the State of Michigan and shall be governed by and construed in accordance with the laws thereof; and b) In any action, proceeding, or appeal on any matter related to or arising out of this Lease, Lesseeine, Lessee, and any Guarantor(s) shall be deemed to have submitted to the personal jurisdiction of THE STATE OF MICHIGAN OR ANY STATE SELECTED BY LEASELINE OR ITS ASSIGNEE WHERE THEY DO BUSINESS including any State or Federal Court sitting therein, and all court rules thereof; and 2) SHALL ACCEPT VENUE IN ANY FEDERAL OR STATE COURT SELECTED BY LEASELINE OR ITS ASSIGNEE.

19. CONSENT TO SERVICE OR PROCESS. Lessee and any Guarantor(s) agree that any process served for by action or proceeding shall be valid if mailed by certified mail, return receipt requested, with delivery restricted to either the addressee, its registered agent, or any agent appointed in writing to accept such process.

LESSEE: MICHAEL STEWART

Michael Stewart

THE EQUIPMENT IDENTIFIED IN THIS LEASE (LEASE SCHEDULE), AND ALL RIGHTS OF THE LESSOR UNDER THIS LEASE (LEASE SCHEDULE) ARE SUBJECT TO A LIEN AND SECURITY INTEREST GRANTED TO FLEET BANK N.A., AS SECURED PARTY AND AGENT (OR ITS SUCCESSOR IN SUCH CAPACITY), UNDER A CERTAIN CREDIT AGREEMENT AMONG SUCH PARTY, LEASELINE FINANCIAL INC. AND THE LENDERS PARTY THEREIN, AND THE DOCUMENTS RELATED THERETO;

CERTIFICATE OF TITLE FOR A VEHICLE

6,316

783200011000768-001

2WKPDCC9RK93544L

74

WESTERN STAR

47181298202-1E

VEHICLE IDENTIFICATION NUMBER

YEAR

MAKE OF VEHICLE

TITLE NUMBER

BODY TYPE	DUP	SEAT CAP	PRIOR TITLE STATE	ODOM. PROCD. DATE	ODOM. MILES	ODOM. STATUS
5/04/74	12/03/78	18,372		80,000		
DATE PA TITLED	DATE OF ISSUE	UNLADEN WEIGHT	GVWR	GCWR	TITLE BRANDS	

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 U.S. 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)

LEASELINE FINANCIAL INC
 255 E BROWN ST
 SUITE 330
 BIRMINGHAM MI 48009

FIRST LIEN FAVOR OF

SECOND LIEN FAVOR OF

FIRST LIEN RELEASED

DATE

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

MAILING ADDRESS

BY

AUTHORIZED REPRESENTATIVE

LEASELINE FINANCIAL INC
 255 E BROWN ST
 SUITE 330
 BIRMINGHAM MI 48009

I certify as 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.

BRADLEY L MALLORY

Secretary of Transportation

D. APPLICATION FOR TITLE AND LIEN INFORMATION

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

SUBSCRIBED AND SWORN

TO BEFORE ME

MO.

DAY

YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

SIGN IN PRESENCE OF A NOTARY

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 SIGNER

SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORIZED SIGNER

When applying for title with a co-owner, other than your spouse, check one of these blocks: If no block is checked, title will be issued as "Tenants in Common".
 A ☐ Joint Tenants with Right of Survivorship (on death of one owner, title goes to the surviving owner).
 B ☐ 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 LIENHOLDER

STREET

CITY

STATE

ZIP

FINANCIAL INSTITUTION NUMBER

2ND LIEN DATE:

IF NO LIEN, CHECK ☐

2ND LIENHOLDER

STREET

CITY

FINANCIAL INSTITUTION NUMBER

EXHIBIT

B

STORE IN A SAFE PLACE - IF LOST APPLY FOR A DUPLICATE - ANY ALTERATION OR ERAS

THIS DOCUMENT CONTAINS A WATERMARK OF THE LIBERTY BELL

003351331

VERIFICATION

I, Reid Gehring, of Centerpointe Financial, depose and say
subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to
authorities that the facts set forth in the foregoing pleading are true and correct to the best
of my information and belief.

Reid Gehring

FILED

FEB 08 2001

Shaw
m 4:00 City Lully pd
William A. Shaw
Prothonotary

\$80.00

NOCC

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10683

CENTERPOINTE FINANCIAL SERVICES

01-200-CD

VS.

STEWART, MICHAEL S.

COMPLAINT

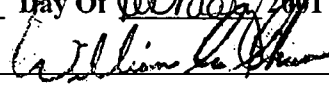
SHERIFF RETURNS

NOW FEBRUARY 13, 2001 AT 10:38 AM EST SERVED THE WITHIN COMPLAINT ON
MICHAEL S. STEWART, DEFENDANT AT RESIDENCE, RR# 1, BOX 533, HOUTZDALE,
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOY STEWART, WIFE,
A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN
TO HER THE CONTENTS THEREOF.
SERVED BY: McCLEARY/NEVLING

Return Costs

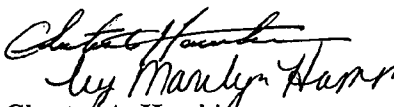
Cost	Description
27.36	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

20th Day Of February, 2001



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

So Answers,


Chester A. Hawkins
Sheriff

FILED

FEB 20 2001

01:31:44 PM
William A. Shaw
Prothonotary 

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CENTERPOINTE FINANCIAL	:	
SERVICES, LLP, Successor to	:	
Leaseline Financial, Inc.	:	
Plaintiff	:	
	:	
vs.	:	No. 01-200-CD
	:	
MICHAEL STEWART,	:	
Defendant	:	

DEFENDANT'S ANSWER TO PLAINTIFF'S COMPLAINT

AND NOW comes the defendant Michael Stewart, who by and through his attorney, John R. Carfley, Esquire, files the following answer to plaintiff's complaint:

1. Denied. On the contrary it is averred that after reasonable investigation, defendant is without knowledge sufficient to form a belief as to the truth of the averment set forth herein and insofar as relevant, proof thereof is demanded at time of trial.

2. Admitted.

COUNT I - MONETARY DAMAGES

3. Admitted.

4. It is denied that the plaintiff is the successor in interest to Leaseline Financial, Inc. and insofar as relevant, proof thereof is demanded at time of trial. All of the remaining allegations of Paragraph 4 derive from the plaintiff's claim to be the successor in interest to Leaseline Financial, Inc. and are, therefore, denied since after reasonable investigation, defendant is without knowledge sufficient to form a belief as to the truth of

the averments set forth therein and insofar as relevant proof thereof is demanded at time of trial.

5. Denied. On the contrary it is averred that after reasonable investigation, defendant is without knowledge sufficient to form a belief as to the truth of the averment set forth herein and insofar as relevant, proof thereof is demanded at time of trial.

6. Denied. On the contrary it is averred that after reasonable investigation, defendant is without knowledge sufficient to form a belief as to the truth of the averment set forth herein and insofar as relevant, proof thereof is demanded at time of trial.

WHEREFORE, defendant demands that Plaintiff's claim be dismissed and that judgment be entered in favor of the Defendant and against the Plaintiff.

COUNT II - REPLEVIN

7. Defendant incorporates by reference hereto the answers contained in paragraphs 1 through 6 as fully as though set forth at length.

8. Denied. On the contrary it is averred that the averments of Paragraph 8 state a conclusion of law as to which no further response is required.

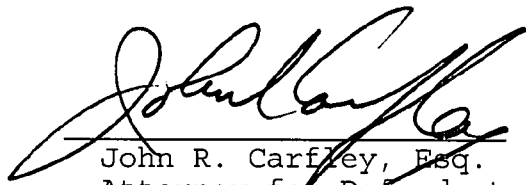
9. Denied. By way of further answer it is averred that the Defendant is not in possession of the property, said property having been replevied by plaintiff's agent and predecessor in title approximately one year ago or on or about February 28, 2000, and insofar as relevant proof of defendant's liability for the value of

said equipment is demanded at time of trial.

10. Denied. On the contrary it is averred that the averments of Paragraph 10 state a conclusion of law as to which no further response is required.

11. Denied. On the contrary it is averred that after reasonable investigation, defendant is without knowledge sufficient to form a belief as to the truth of the averment set forth herein and insofar as relevant, proof thereof is demanded at time of trial.

WHEREFORE, defendant prays this Honorable Court to enter an order dismissing the complaint of plaintiff for those reasons hereinabove stated in Paragraphs 7 through 11.



John R. Carfley, Esq.
Attorney for Defendant
P. O. Box 249
Philipsburg, Pa., 16866
ID# 17621

Dated: March 12, 2001

VERIFICATION

I hereby verify that the statements made in this instrument are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

Michael S. Throat

Dated:

3-9-1

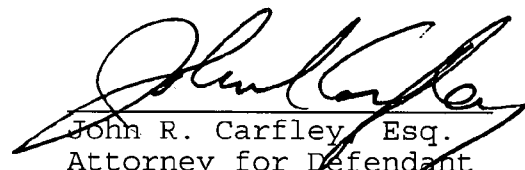
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CENTERPOINTE FINANCIAL	:	
SERVICES, LLP, Successor to	:	
Leaseline Financial, Inc.	:	
Plaintiff	:	
	:	
vs.	:	No. 01-200-CD
	:	
MICHAEL STEWART,	:	
Defendant	:	

CERTIFICATE OF SERVICE

I hereby certify that I forwarded a copy of Defendant's Answer to Plaintiff's Complaint by United States regular mail, postage prepaid on March 12, 2001, to the following counsel of record:

Thomas E. Reilly, Esq.
2025 Greentree Road
Pittsburgh, Pa., 15220


John R. Carfley, Esq.
Attorney for Defendant
P. O. Box 249
Philipsburg, Pa., 16866

FILED

MAR 12 2001
011.32/1cc
William A. Shaw
Prothonotary

at Cary
E
K219

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CENTERPOINTE FINANCIAL
SERVICES, LLP, Successor to
Leaseline Financial, Inc.

Plaintiff,

vs.

MICHAEL S. STEWART

Defendant.

CIVIL DIVISION

No. 01-200-CD

PLEADING:

**PLAINTIFF'S MOTION
TO COMPEL ANSWERS
TO INTERROGATORIES
AND PRODUCTION OF
DOCUMENTS**

Filed on Behalf of Plaintiff,
Centerpointe Financial
Services, LLP, Successor
to Leaseline Financial, Inc.

Counsel of Record for this
Party:

Thomas E. Reilly, Esquire
Pa.I.D. #25832

THOMAS E. REILLY, P.C.
2025 Greentree Road
Pittsburgh, PA 15220

(412)341-1600

FILED

SEP 2 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

CENTERPOINTE FINANCIAL)	
SERVICES, LLP, Successor to)	
Leaseline Financial, Inc.,)	
)	
Plaintiff,)	
)	
vs.)	No. 01-200-CD
)	
MICHAEL S. STEWART,)	
)	
Defendant.)	

**PLAINTIFF'S MOTION TO COMPEL ANSWERS TO INTERROGATORIES
AND REQUEST FOR PRODUCTION OF DOCUMENTS**

AND NOW, comes Plaintiff, Centerpointe Financial Services, LLP, Successor to Leaseline Financial, Inc., by its counsel, Thomas E. Reilly, P.C., and moves this Court to compel Answers to Interrogatories and Production of Documents, as follows:

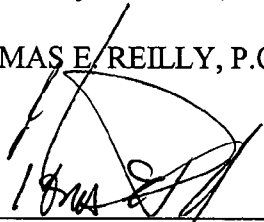
1. Movant is Centerpointe Financial Services, LLP, Successor to Leaseline Financial, Inc., Plaintiff herein (hereinafter "Plaintiff").
2. On or about June 18, 2001, Plaintiff served upon Defendant, Michael Stewart (hereinafter "Defendant"), through his counsel, John R. Carfley, Esquire, Interrogatories and a Request for Production of Documents. Copies of the discovery requests are attached hereto as Exhibit "A".
3. To date, Defendant has failed to serve upon Plaintiff answers to the Interrogatories and has failed to produce the requested documents.
4. Defendant has not filed any objections to Plaintiff's aforesaid discovery requests.

5. Pursuant to Pa.R.C.P. 4019(a)(1), this Court may impose sanctions upon Defendant, including but not limited to, striking Defendant's denials as set forth in its Answer, which denials form the basis of Plaintiff's discovery.

WHEREFORE, Plaintiff respectfully requests that this Court enter an order for sanctions against Defendant, Michael Stewart, striking the denials in his Answer, for attorney's fees incurred by Plaintiff in filing this Motion, and for such other and further relief as is just.

Respectfully submitted,

THOMAS E. REILLY, P.C.



Thomas E. Reilly, Esquire
Attorney for Plaintiff, Centerpoint
Financial Services, LLP, Successor
to Leaseline Financial, Inc.

FILE COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CENTERPOINTE FINANCIAL
SERVICES, LLP, Successor to
Leaseline Financial, Inc.

Plaintiff,

vs.

MICHAEL S. STEWART

Defendant.

CIVIL DIVISION

No. 01-200-CD

PLEADING:

**INTERROGATORIES
DIRECTED TO
DEFENDANT**

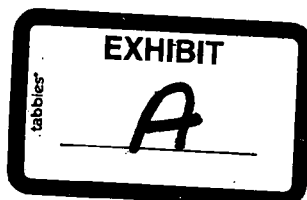
Filed on Behalf of Plaintiff,
Centerpointe Financial
Services, LLP, Successor
to Leaseline Financial, Inc.

Counsel of Record for this
Party:

Thomas E. Reilly, Esquire
Pa.I.D. #25832

THOMAS E. REILLY, P.C.
2025 Greentree Road
Pittsburgh, PA 15220

(412)341-1600



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

CENTERPOINTE FINANCIAL
SERVICES, LLP, Successor to
Leaseline Financial, Inc.,

Plaintiff,

vs.

MICHAEL S. STEWART,

Defendant.

No. 01-200-CD

INTERROGATORIES DIRECTED TO DEFENDANT

AND NOW, comes Plaintiff, Centerpointe Financial Services, LLP, Successor to
Leaseline Financial, Inc., by and through its counsel, Thomas E. Reilly, P.C., with the
within Interrogatories directed to Defendant, setting forth as follows:

I. INSTRUCTIONS AND DEFINITIONS

A. These Interrogatories are continuing in nature. You are required to supplement your Answers to Interrogatories should additional information become available prior to the time of trial.

B. The word "document" is used herein in its broadest sense and includes any original, reproduction or copy of any kind of typed, recorded graphic, printed, written or documentary matter, including without limitation, correspondence, memorandum, interoffice, communications, notes, diaries, memos, contracts, documents, drawings, plans, specifications, estimates, vouchers, permits, regulations, rules, procedures, graphs, charts, schedules, photographs, logs, directives, minutes of meetings, invoices, billings, checks, reports, records, data compilations, phonograph records, treatises, manuals, source materials, studies, telegraphs, notes of telephone conversations and notes of any and all communications or representation, including letters, words, pictures, sounds or symbols or combinations thereof.

C. Where possible, identify by date, sender, recipient, locations and custodian of each document relied upon or which forms the basis for the answer or response given

or the substance of what is given in the answer or response to these Interrogatories and requests.

D. Where possible, state whether the information furnished is within the personal knowledge of the person answering and, if it is not, state the name, if known, of each person to whom the information is a matter of personal knowledge.

E. Where possible, identify each person who assisted or participated in preparing and/or supplying any of the information given in answer or response to or relied up in preparing answers or responses to these Interrogatories and requests and, where possible, delineate the same in such answers and responses.

F. If you maintain that any document or record which refers to or relates to anything about which these Interrogatories or requests ask have been destroyed, set forth the content of said document, the date of such destruction and the name of the person who ordered or authorized such destruction.

G. Where the answer or response to any of the following Interrogatories or requests may be derived or ascertained from any of your records or from an examination, audit or inspection of such records or from a compilation, abstract or summary based thereof, please specify the records from which the answer or response may be derived or ascertained.

H. In each instance where Interrogatories are answer on information and belief, state the basis for such information and belief.

I. To the extent that you may object to any Interrogatories herein, whether in whole or in part, you are to respond to as much of the Interrogatory concerned as to which no objection is asserted. With respect to the portion of the Interrogatory to which an objection is asserted, you should state with specificity the basis of that objection and indicate whether the information requested is contained in any documents and/or was the subject of any oral communication.

J. Unless otherwise indicated by context, the present tense of the verb indicates the past and future tenses and *vice versa* and the singular of any noun includes the plural and *vice versa*.

K. The terms "and" and "or" are used interchangeably and each term includes the other.

L. The term "you or your" shall mean the party to whom these Interrogatories are directed, and its agents, attorneys, representatives and assigns, and any and all persons acting or purporting to act on its behalf.

M. The term "person" shall mean any natural person, corporation, partnership, proprietorship, association, organization, group of natural persons, or other entity of any nature whatsoever.

N. The terms "describe", "state", "give" or "have" shall mean to set forth fully and unambiguously every fact relevant to the answer called for by the Interrogatory of which you, your agents or representatives have knowledge.

O. The term "identify" shall mean:

(1) When referring to a documents, state the type of document (*i.e.* a letter, contract, memorandum, etc.) its date, the author(s) and address(s) of the document, its title, general subject matter, present location, and the name and address of its custodian. Documents to be identified shall include documents with respect to which a privilege is or may be claimed.

(2) When referring to a natural person, state his or her full name, present or last known address and business address, present or last known employer or business affiliation, and present or last known position held.

(3) When referring to an entity other than a natural person, state its full name and the address of its principal place of business.

(4) When referring to an oral communication, state the date on which it occurred, identify the speaker and each other person who was present when it was made, state the substance and identify the documents which refers or relates, in whole or in part, to said oral communications.

P. The term "vehicle" refers to a 1994 Western Star Tractor, Serial No. 2WKPDCCH9RK935441.

II. INTERROGATORIES

1. On what date do you contend the vehicle involved was repossessed?

ANSWER:

2. Describe the location of the vehicle on the date of repossession.

ANSWER:

3. Were you present when the vehicle was repossessed?

ANSWER:

4. If the answer to the foregoing interrogatory is no, state all the facts, either known to you personally or communicated to you by another person, that support your contention that the vehicle was repossessed. When the source of information is another person, identify that person.

ANSWER:

5. If the answer to Interrogatory No. 3 is no, state the last date that you saw the vehicle.

ANSWER:

6. On the date identified in the immediately preceding interrogatory, describe the location of the vehicle.

ANSWER:

7. Identify the owner of the property on which the vehicle was located on the date of repossession.

ANSWER:

8. Identify the owner of the property on which the vehicle was located on the date that you last saw the vehicle, if different than the date of repossession.

ANSWER:

9. Did you, at any time prior to the alleged repossession, offer the vehicle for sale?

ANSWER:

10. If the answer to the immediately preceding interrogatory is yes, describe each and every document, either personally known to you, or the existence of which was communicated to you, that pertains in any way to your offer of the vehicle for sale.

ANSWER:

11. Describe all steps that you took to verify that the vehicle was repossessed and the identity of the parties that repossessed it.

ANSWER:

12. Describe each and every document in your possession, or known to you to exist, that pertains to the alleged repossession of this vehicle.

ANSWER:

13. State the dates within two (2) years immediately preceding the repossession that you made payments to any creditor with respect to the vehicle.

ANSWER:

14. For each payment identified in the immediately preceding interrogatory state whether you have in your possession a canceled check showing receipt by the creditor of payment identified or a document that confirms receipt of payment.

ANSWER:

15. From the date that you purchased the vehicle until the date of the alleged repossession did you maintain records regarding the repair and maintenance of the vehicle? If the answer to the foregoing question is yes, describe each and every

))

document that you have in your possession, or the existence of which you are aware, that pertains to the repair and maintenance of the vehicle.

ANSWER:

16. Did you maintain a driver's log with respect to the vehicle. If the answer to the foregoing is yes, do you have possession of the driver's log for the vehicle? If the answer is yes, describe the location of the driver's log.

ANSWER:

17. Did you at any time make an insurance claim with respect to the vehicle? If the answer is yes, describe each and every document in your possession or known to you to exist that pertains any insurance claim that you made with respect to the vehicle.

ANSWER:

18. Did you receive any citations or other tickets from police or other regulatory authorities pertaining to the vehicle? If the answer is yes, describe each and every document pertaining to any citation or tickets received from any regulatory authority regarding the vehicle.

ANSWER:

19. Aside from the alleged repossession, did any creditor of yours take possession or retain possession, or refuse to give you possession of the vehicle at any time? If the answer to the foregoing is yes, describe each and every fact known to you pertaining to the circumstances by which the creditor did not provide you with possession of the vehicle.

ANSWER:

20. Identify any person that participated in the preparation of the answers to these interrogatories, identifying with respect thereto the circumstances of their participation.

ANSWER:

Respectfully submitted,

THOMAS E. REILLY, P.C.

A handwritten signature in black ink, appearing to read "Thomas E. Reilly", is written over a horizontal line.

Thomas E. Reilly, Esquire
Attorney for Plaintiff, Centerpoint
Financial Services, LLP, Successor
to Leaseline Financial, Inc.

CERTIFICATE OF SERVICE

I, Thomas E. Reilly, Esquire, hereby certify that a true and correct copy of the Interrogatories directed to Defendant was mailed via First Class United States mail, postage prepaid, on the 19th day of June, 2001 to the following:

John R. Carfley, Esquire
P.O. Box 249
Philipsburg, PA 16866



Thomas E. Reilly, Esquire

FILE COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CENTERPOINTE FINANCIAL
SERVICES, LLP, Successor to
Leaseline Financial, Inc.

Plaintiff,

vs.

MICHAEL S. STEWART

Defendant.

CIVIL DIVISION

No. 01-200-CD

PLEADING:

**REQUEST FOR
PRODUCTION OF
DOCUMENTS**

Filed on Behalf of Plaintiff,
Centerpointe Financial
Services, LLP, Successor
to Leaseline Financial, Inc.

Counsel of Record for this
Party:

Thomas E. Reilly, Esquire
Pa.I.D. #25832

THOMAS E. REILLY, P.C.
2025 Greentree Road
Pittsburgh, PA 15220

(412)341-1600

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

CENTERPOINTE FINANCIAL
SERVICES, LLP, Successor to
Leaseline Financial, Inc.,

Plaintiff,

vs.

MICHAEL S. STEWART,

Defendant.

No. 01-200-CD

REQUEST FOR PRODUCTION OF DOCUMENTS

AND NOW, comes Plaintiff, Centerpointe Financial Services, LLP, Successor to Leaseline Financial, Inc., by and through its counsel, Thomas E. Reilly, P.C., and requests that you produce at the Law Offices of Thomas E. Reilly, P.C., 2025 Greentree Road, Pittsburgh, PA 15220 the following:

I. INSTRUCTIONS AND DEFINITIONS

1. With respect to each of the following requests, you should identify and produce all documents which are known to you or which can be located or discovered by you through diligent effort on the part of you, your employees, representatives, attorneys or accountants, including but not limited to, all documents which are in the business or personal files of your employees, in the possession of your representatives, attorneys or accountants or accessible to you, your employees or your representatives, attorneys or accountants.

2. The following requests shall be deemed to be continuing so as to require further and supplemental production of documents by you in accordance with the Pennsylvania Rules of Civil Procedure.

3. The word "document" is used herein in its broadest sense and includes any original, reproduction or copy of any kind of typed, recorded graphic, printed, written or documentary matter, including without limitation, correspondence, memorandum,

interoffice, communications, notes, diaries, memos, contracts, documents, drawings, plans, specifications, estimates, vouchers, permits, regulations, rules, procedures, graphs, charts, schedules, photographs, logs, directives, minutes of meetings, invoices, billings, checks, reports, records, data compilations, phonograph records, treatises, manuals, source materials, studies, telegraphs, notes of telephone conversations and notes of any and all communications or representation, including letters, words, pictures, sounds or symbols or combinations thereof.

4. If any documents requested herein, or fairly comprised within the scope of the following requests, have been lost or destroyed, you shall provide, in lieu or a true and correct copy thereof, a list of each document lost or destroyed together with the following information: (1) the date of origin; (2) a brief description of the document; (3) the author of the document; (4) the date upon which the document was lost or destroyed; and (5) a brief statement of the manner in which the document was lost or destroyed.

5. In the event you refuse to produce any document requested on grounds of any claimed privilege from discovery, state each ground for such claimed privilege, describe the document withheld by date, author, recipients (including all persons who were shown or received a copy), and give a general description of the subject matter of the document.

6. In the event that more than one copy of a document exists, the original shall be produced, as well as every copy on which appears any notation or marking of any sort not appearing on the original.

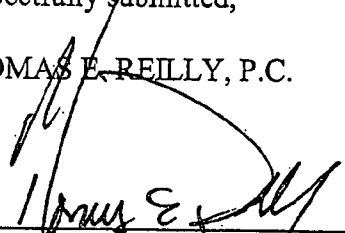
7. For any documents which are stored or maintained in files in the normal course of business, such documents shall be produced in such files, or in such a manner as to preserve and indicate the file from which such documents were taken.

II. REQUESTS FOR PRODUCTION OF DOCUMENTS

1. Copies of each and every document referred to in the Answers to Interrogatories served in conjunction with this Request for Production of Document.

Respectfully submitted,

THOMAS E. REILLY, P.C.

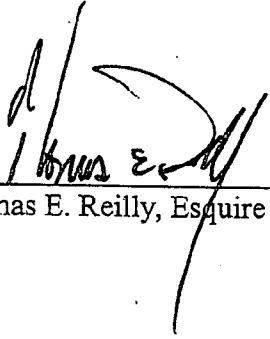


Thomas E. Reilly, Esquire
Attorney for Plaintiff, Centerpoint
Financial Services, LLP, Successor
to Leaseline Financial, Inc.

CERTIFICATE OF SERVICE

I, Thomas E. Reilly, Esquire, hereby certify that a true and correct copy of the Request for Production of Documents directed to Defendant was mailed via First Class United States mail, postage prepaid, on the 19th day of June, 2001 to the following:

John R. Carfley, Esquire
P.O. Box 249
Philipsburg, PA 16866



Thomas E. Reilly, Esquire

CIVIL DIVISION

Defendant.

)
)
)
)
)
)
)
)
)

No. 01-200-CD

IT IS FURTHER ORDERED that Defendant, Michael Stewart, shall pay to Plaintiff, Centerpoint Financial Services, LLP, the sum of \$_____ for its attorneys fees incurred in the filing of the Motion for Sanctions.

J.

CERTIFICATE OF SERVICE

I, Thomas E. Reilly, Esquire, hereby certify that a true and correct copy of the Plaintiff's Motion to Compel Answers to Interrogatories and Production of Documents directed to Defendant was mailed via First Class United States mail, postage prepaid, on the 21 day of September, 2001 to the following:

John R. Carfley, Esquire
P.O. Box 249
Philipsburg, PA 16866


Thomas E. Reilly, Esquire

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

CENTERPOINTE FINANCIAL
SERVICES, LLP, Successor to
Leaseline Financial, Inc.,

Plaintiff,

vs.

MICHAEL S. STEWART,

Defendant.

No. 01-200-CD

SCHEDULING ORDER OF COURT

AND NOW, to-wit, this 27th day of September, 2001, upon consideration of Plaintiff's Motion to Compel Answers to Interrogatories and Request for Production of Documents, it is hereby ORDERED, ADJUDGED and DECREED that a hearing on said Motion shall take place on the 17th day of October, 2001, before the Honorable Judge Reilly in Courtroom No. 1, Clearfield County Courthouse, Clearfield, PA 16830. at 2:00 P.M.

BY THE COURT:

J.

FILED

SEP 28 2001

William A. Shaw
Prothonotary

FILED

SEP 28 2001

0185012 cc
William A. Shaw
Prothonotary

att'y Thomas
C. Kelly
~~Ret~~

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CENTERPOINTE FINANCIAL
SERVICES, LLP, Successor to
Leaseline Financial, Inc.

Plaintiff,

vs.

MICHAEL S. STEWART

Defendant.

CIVIL DIVISION

No. 01-200-CD

PLEADING:

**MOTION FOR
SUMMARY JUDGMENT**

Filed on Behalf of Plaintiff,
Centerpointe Financial
Services, LLP, Successor
to Leaseline Financial, Inc.

Counsel of Record for this
Party:

Thomas E. Reilly, Esquire
Pa.I.D. #25832

THOMAS E. REILLY, P.C.
2025 Greentree Road
Pittsburgh, PA 15220

(412)341-1600

FILED

MAY 08 2002

mll:46/rocc
William A. Shaw
Prothonotary

61
9/20

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

CENTERPOINTE FINANCIAL)	
SERVICES, LLP, Successor to)	
Leaseline Financial, Inc.,)	
)	
Plaintiff,)	
)	
vs.)	No. 01-200-CD
)	
MICHAEL S. STEWART,)	
)	
Defendant.)	

MOTION FOR SUMMARY JUDGMENT

AND NOW, comes Plaintiff, Centerpointe Financial Services, LLP, Successor to Leaseline Financial, Inc., (hereinafter "Plaintiff"), by and through its counsel, Thomas E. Reilly, P.C., and pursuant to Rule 1035 of the Pennsylvania Rules of Civil Procedure, files the within Motion for Summary Judgment averring as follows:

1. Plaintiff commenced this Complaint in Civil Action for Damages and Replevin on or about February 8, 2001, seeking Damages for default of written lease agreement and Replevin of a 1994 Western Star tractor truck.
2. On or about September 9, 1997, Defendant leased from Plaintiff's predecessor, Leaseline Financial, Inc. one (1) 1994 Western Star Tractor, Serial No. 2WKPDCCH9RK935441, pursuant to a written lease.
3. Defendant, Michael S. Stewart, answered stating that he no longer had possession of the vehicle and alleging that Plaintiff previously repossessed the vehicle.

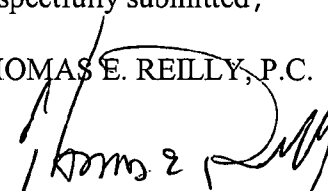
4. Plaintiff denies having repossessed the vehicle and Defendant has offered no evidence of the alleged repossession.

5. Plaintiff, for the purposes of obtaining judgment, is willing to reduce the amount owed to it by Defendant by crediting the fair market value of the 1994 Western Star Tractor at the time the alleged repossession occurred. Thereby resolving the only disputed fact of the case and bringing the case within the scope of Pennsylvania Rule of Civil Procedure, Rule 1025.2.

WHEREFORE, Centerpointe Financial Services, LLP respectfully requests that the Court enter summary judgment for Centerpointe Financial Services, and against the Defendant in the sum of \$93,489.68.

Respectfully submitted,

THOMAS E. REILLY, P.C.

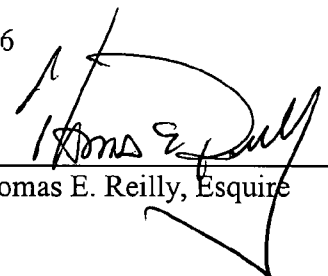


Thomas E. Reilly, Esquire
Attorney for Plaintiff, Centerpointe
Financial Services, LLP, Successor
to Leaseline Financial, Inc.

CERTIFICATE OF SERVICE

I, Thomas E. Reilly, Esquire, hereby certify that a true and correct copy of the Plaintiff's Motion for Summary Judgment was mailed via First Class United States mail, postage prepaid, on the 2 day of May, 2002 to the following:

John R. Carfley, Esquire
P.O. Box 249
Philipsburg, PA 16866



Thomas E. Reilly, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CENTERPOINT FINANCIAL
SERVICES, LLP, Successor to
Leaseline Financial, Inc.

Plaintiff,

vs.

MICHAEL S. STEWART

Defendant.

CIVIL DIVISION

No. 01-200-CD

PLEADING:

**PRAECIPE FOR
ARGUMENT DATE**

Filed on Behalf of Plaintiff,
Centerpoint Financial
Services, LLP, Successor
to Leaseline Financial, Inc.

Counsel of Record for this
Party:


Thomas E. Reilly, Esquire
Pa.I.D. #25832

THOMAS E. REILLY, P.C.
2025 Greentree Road
Pittsburgh, PA 15220

(412)341-1600

FILED

MAY 06 2002

m/1:46/12000
William A. Shaw
Prothonotary 

CERTIFICATE OF SERVICE

I, Thomas E. Reilly, Esquire, hereby certify that a true and correct copy of the Plaintiff's Praecipe for Argument Date was mailed via First Class United States mail, postage prepaid, on the 2 day of May, 2002 to the following:

John R. Carfley, Esquire
P.O. Box 249
Philipsburg, PA 16866



Thomas E. Reilly, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

CENTERPOINTE FINANCIAL
SERVICES, LLP, Successor to
Leaseline Financial, Inc.

-VS-

MICHAEL S. STEWART

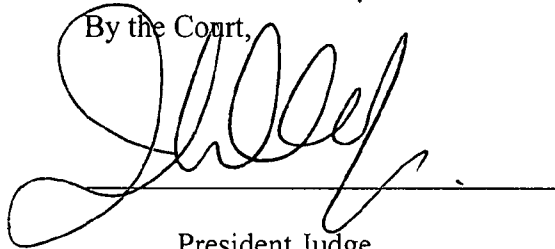
:
:
:
:

No. 01 - 200 - CD

ORDER

NOW, this 17th day of June, 2002, upon consideration of Motion for Summary Judgment filed on behalf of Plaintiff above-named, and argument thereon, it is the ORDER of this Court that said matter be and is hereby continued for a period of 10 days to permit Plaintiff the opportunity to supplement the record with documented evidence to the allegation that they are the successor to Leaseline Financial, Inc., the original lessor of the subject vehicle, and to give Defendant the opportunity to submit to opposing counsel and to the Court an alternative figure to which he believes he is entitled to be set off against the claim of the Plaintiff.

By the Court,



President Judge

FILED

JUN 17 2002

William A. Shaw
Prothonotary

FILED

013:53
JUN 17 2002

ice Thomas Reilly
ice Castle

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CENTERPOINTE FINANCIAL
SERVICES, LLP, Successor to
Leaseline Financial, Inc.

Plaintiff,

vs.

MICHAEL S. STEWART

Defendant.

CIVIL DIVISION

No. 01-200-CD

PLEADING:

**SUBMISSION IN
ACCORDANCE WITH
ORDER OF COURT
DATED JUNE 17, 2002**

Filed on Behalf of Plaintiff,
Centerpointe Financial
Services, LLP, Successor
to Leaseline Financial, Inc.

Counsel of Record for this
Party:

Thomas E. Reilly, Esquire
Pa.I.D. #25832

THOMAS E. REILLY, P.C.
2025 Greentree Road
Pittsburgh, PA 15220

(412)341-1600

FILED

JUN 27 2002

m / 11:55 / wj

William A. Shaw
Prothonotary

NO CC

Handwritten signature

Execution Copy

LFI FINANCE CORP. III

Issuer,

THE INDUSTRIAL BANK OF JAPAN, LIMITED

Servicer,

and

BANKERS TRUST COMPANY

Trustee

AMENDMENT NO. 1 dated as of
August 14, 2000 to the

Amended and Restated Servicing Agreement
Dated as of April 13, 1998

987485v14

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Supplemental Indenture as of the day and year first above written.


Bankers Trust Company, Trustee

By _____
Name
Title

LFI Finance Corp. III,
Issuer

By _____
Name
Title

The Industrial Bank of Japan, Limited
Servicer

By 
Name Toru Yoshida
Title Senior Vice President

Agreed and Accepted by:

GE Capital Business Asset Funding Corporation

By _____
Name
Title

The Industrial Bank of Japan, Limited, New York
Branch

By: _____
Name:

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Supplemental Indenture as of the day and year first above written.

Bankers Trust Company, Trustee

By _____
Name
Title

LFI Finance Corp. III,
Issuer

By _____
Name
Title

The Industrial Bank of Japan, Limited
Servicer

By _____
Name
Title

Agreed and Accepted by:

GE Capital Business Asset Funding Corporation

By Becky A. Morrison
Name Becky A. Morrison
Title Vice President / Manager

The Industrial Bank of Japan, Limited, New York
Branch

By: _____
Name: _____

996464v6

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Supplemental Indenture as of the day and year first above written.

Bankers Trust Company, Trustee

By _____
Name
Title

LFI Finance Corp. III,
Issuer

By _____
Name
Title

The Industrial Bank of Japan, Limited
Servicer


By _____
Name
Title

Agreed and Accepted by:

GE Capital Business Asset Funding Corporation

By _____
Name
Title

The Industrial Bank of Japan, Limited, New York
Branch

By: 
Name: Toru Yoshida
Title: Senior Vice President

STROOCK & STROOCK & LAVAN LLP

180 MAIDEN LANE
NEW YORK, NY 10038-4982

PHONE 212-806-5400
FAX 212-806-6006

August 14, 2000

Bankers Trust Company
Four Albany Street
New York, New York

Re: LFI Finance Corp. Series 1997-1 Class A and Class B Leased-Backed Notes

Gentlemen:

We have acted as special counsel to The Industrial Bank of Japan, Limited in connection with the Fourth Supplemental Indenture (the "Fourth Supplemental Indenture") dated as of August 14, 2000 among Bankers Trust Company (the "Trustee"), LFI Finance Corp. III (the "Issuer"), The Industrial Bank of Japan, Limited (the "Servicer"), GE Capital Business Asset Funding Corporation and The Industrial Bank of Japan, Limited, New York Branch.

Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Indenture (as defined below) unless the context otherwise requires.

The Industrial Bank of Japan, Limited has advised us that pursuant to Section 9.02 of the Indenture (the "Indenture") dated as of June 1, 1997 among the Trustee, the Issuer and Leaseline Financial, Inc., the Trustee, the Issuer and the Servicer wish to enter into the Fourth Supplemental Indenture.

In connection with the opinion expressed below, we have read and examined a copy of the relevant provisions of the Indenture and the Fourth Supplemental Indenture, of which we have assumed the genuineness of all signatures, the completeness and authenticity and the conformity thereof to the original document. We have made such examination as is necessary to enable us to render the opinion expressed below. As to various matters of fact relevant to the opinion hereinafter expressed, we have relied upon statements of officers and representatives of the Servicer.

In rendering this opinion we have assumed that (i) GE Capital Business Asset Funding Corporation and The Industrial Bank of Japan, Limited, New York Branch are the only Holders of all Outstanding Notes and each has consented to the Fourth Supplemental Indenture, (ii) all parties to the Indenture have consented to the Fourth Supplemental Indenture, and (iii) that pursuant to the Indenture, promptly after the execution of the Fourth Supplemental Indenture, the Issuer shall mail to the Holders of the Notes and the Rating Agencies a copy of the Fourth Supplemental Indenture.

2029 CENTURY PARK EAST
LOS ANGELES, CA 90067

PHONE 310-556-5800
FAX 310-556-5959

200 SOUTH BISCAYNE BLVD.
MIAMI, FL 33131

PHONE 305-358-9900
FAX 305-789-9302

1150 SEVENTEENTH STREET, N.W.
WASHINGTON, D.C. 20036

PHONE 202-452-9250
FAX 202-293-2293

STROOCK & STROOCK & LAVAN LLP

Bankers Trust Company
August 14, 2000
Page 2

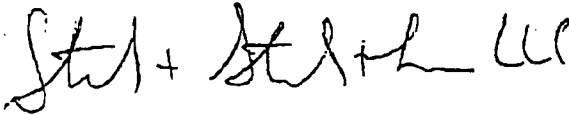
Based upon the foregoing, we are of the opinion that:

The amendment of the definition of the Amended and Restated Servicing Agreement in the Indenture pursuant to Section 9.02 of the Indenture as restated in the Fourth Supplemental Indenture is permitted under the Indenture and the conditions of Section 9.02 of the Indenture have been complied with.

Attorneys involved in the preparation of this opinion are admitted to practice law in the State of New York and no opinion is expressed herein concerning any law other than the laws of such jurisdiction and the federal laws of the United States of America.

This opinion is solely for the benefit of the addressees hereof, and may not be relied upon in any manner by any other person or entity.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Stroock + Stroock & Lavan LLP", written in dark ink.

STROOCK & STROOCK & LAVAN LLP.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Supplemental Indenture as of the day and year first above written.

Bankers Trust Company, Trustee

By P. Becker
Name PETER BECKER
Title ASSISTANT VICE PRESIDENT

LFI Finance Corp. III,
Issuer

By _____
Name
Title

The Industrial Bank of Japan, Limited
Servicer

By _____
Name
Title

Agreed and Accepted by:

GE Capital Business Asset Funding Corporation

By _____
Name
Title

The Industrial Bank of Japan, Limited, New York
Branch

By: _____
Name:

996464v6

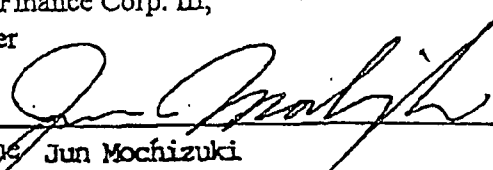
** TOTAL PAGE.03 **

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Supplemental Indenture as of the day and year first above written.

Bankers Trust Company, Trustee

By _____
Name
Title

LFI Finance Corp. III,
Issuer

By  _____
Name Jun Mochizuki
Title Vice President

The Industrial Bank of Japan, Limited
Servicer

By _____
Name
Title

Agreed and Accepted by:

GE Capital Business Asset Funding Corporation

By _____
Name
Title

The Industrial Bank of Japan, Limited, New York
Branch

By: _____
Name:

Execution Copy

LFI FINANCE CORP. III

Issuer,

THE INDUSTRIAL BANK OF JAPAN, LIMITED

Servicer,

and

BANKERS TRUST COMPANY

Trustee

AMENDMENT NO. 1 dated as of
August 14, 2000 to the

Amended and Restated Servicing Agreement
Dated as of April 13, 1998

EXHIBIT "G"

987485v14

INDUSTRIAL BANK OF JAPAN

LFI FINANCE CORP. SERIES 1997-1 CLASS A AND CLASS B LEASED-BACKED NOTED

* * *

August 14, 2000

* * *

Table of Contents

DOCUMENTTAB

Amendment No. 1 dated as of August 14, 2000 to the Amended and Restated Servicing Agreement among LFI Finance Corp. III, The Industrial Bank of Japan, Limited and Bankers Trust Company dated as of April 13, 1998	1
Fourth Supplemental Indenture dated as of August 14, 2000 among LFI Finance Corp. III, The Industrial Bank of Japan, Limited and Bankers Trust Company to that certain Indenture dated as of June 1, 1997	2
Opinion of Stroock & Stroock & Lavan LLP dated August 14, 2000	3
Full and Final Settlement Agreement date August 10, 2000 to the Subservicing Agreement between The Industrial Bank of Japan - New York Branch and American Network Leasing Corporation dated as of April 20, 1998.....	4
Letter from The Industrial Bank of Japan to Bankers Trust Company.....	5

1013104v1

EXHIBIT "F"

AMENDMENT NO. 1, dated as of August 14, 2000, among LFI FINANCE CORP. III, as Issuer, (the "Issuer"), THE INDUSTRIAL BANK OF JAPAN, LIMITED, as servicer, (the "Servicer" or the "Predecessor Servicer") and BANKERS TRUST COMPANY as trustee, (the "Trustee") to that certain Amended and Restated Servicing Agreement dated as of April 13, 1998 (the "Servicing Agreement").

WHEREAS, the Issuer, the Trustee and the Servicer entered into the Servicing Agreement, to provide for the servicing of the Lease Assets; and

WHEREAS, Section 6.02 of the Servicing Agreement permits The Industrial Bank of Japan, Limited (the "IBJ Holder") to appoint a successor Servicer with the consent of GE Capital Business Asset Funding Corporation, formerly known as Metlife Capital Corporation (the "Class B Noteholder"); and

WHEREAS, the IBJ Holder desires to appoint Centerpoint Financial Services, LLC (the "Successor Servicer") to act as successor Servicer; and

WHEREAS, the Servicer, pursuant to Section 5.04 of the Servicing Agreement wishes to resign from the duties and obligations imposed under the Servicing Agreement and the Indenture; and

WHEREAS, Section 8.02(b) of the Servicing Agreement permits the Servicing Agreement to be amended from time to time by the Servicer with the consent of the Trustee and the Holders of not less than 50% of the aggregate principal amount of the Notes Outstanding, for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Servicing Agreement; and

WHEREAS, the parties hereto wish to amend the Servicing Agreement;

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Servicing Agreement.
2. The Industrial Bank of Japan, Limited hereby resigns as Servicer as of August 14, 2000 (the "Effective Date").
3. The IBJ Holder hereby appoints Centerpoint Financial Services, LLC ("Centerpoint" or the "Successor Servicer") as successor Servicer and Centerpoint hereby accepts such appointment and assumes the obligations of the Servicer as of the Effective Date and shall be the successor in all respects to the Servicer in its capacity as Servicer from and after the Effective Date.

987485v14

EXHIBIT "E"

4. Section 3.09 of the Agreement is hereby amended by deleting such Section in its entirety and replacing it with the following:

"Section 3.09. Servicing Compensation."

(a) As compensation for the performance of its obligations under this Agreement, for the Payment Dates up to and including August 2000, the Predecessor Servicer shall be entitled to receive the greater of: a) the servicer fees as set forth in Section 13 of the Task Order or b) \$6,800.00 (the "Base Predecessor Servicing Fee"). The Predecessor Servicer shall also be entitled to receive any and all additional amounts payable to the Subservicer by the Predecessor Servicer pursuant to the Subservicing Agreement (the "Additional Amounts"). The Predecessor Servicer agrees to provide written invoices to the Trustee for the Additional Amounts. In addition to the foregoing amounts, the Predecessor Servicer will be entitled to prompt reimbursement from the Issuer for its reasonable costs and expenses (including attorney's fees and out of pocket expenses) incurred by the Predecessor Servicer in connection with the entering into this Amendment No. 1 to the Amended and Restated Servicing Agreement, Supplement No. 4 to the Indenture, the Settlement Agreement to the Subservicing Agreement and any other related documents.

(b) As compensation for the performance of its obligations under this Agreement for the Payment Date in September 2000, the Predecessor Servicer shall be entitled to receive a pro rata portion of the Base Predecessor Servicing Fee for the August Due Period, equal to the product of (x) the Base Predecessor Servicing Fee and (y) a fraction, the numerator of which is 14 and the denominator of which is 31. The Predecessor Servicer shall also be entitled to receive any and all Additional Amounts. The Predecessor Servicer agrees to provide written invoices to the Trustee for the Additional Amounts. The Predecessor Servicer will be entitled to prompt reimbursement from the Issuer for reasonable costs and expenses incurred by the Predecessor Servicer.

(c) As compensation for the performance of its obligations under this Agreement, for the Payment Date in September 2000, the Successor Servicer shall be entitled to receive a pro rata portion of the Base Successor Servicing Fee (as defined below) for the August Due Period, equal to the product of (x) the Base Successor Servicing Fee and (y) a fraction, the numerator of which is 17 and the denominator of which is 31. In addition to the compensation described in the preceding sentence, the Successor Servicer shall be entitled to and reimbursed for the reasonable costs and expenses incurred by the Successor Servicer (including reasonable attorney's fees and out of pocket expenses) in connection with the realization, attempted realization or enforcement of rights and remedies on Uncollected Lease Contracts. The Successor Servicer agrees to provide written invoices to the Trustee for the amounts described in the preceding sentence.

987485v14

EXHIBIT "D"
2

(d) As compensation for the performance of its obligations under this Agreement, on each Payment Date commencing in October 2000, the Successor Servicer shall be entitled to receive as its servicing fee (the "Base Successor Servicing Fee") the sum of

(i) the greater of: a) \$30.00 per Collectable Lease Contract serviced by the Successor Servicer during the related Due Period or b) \$1,500.00 per Due Period or with respect to any Payment Date that the number of Collectable Lease Contracts as of the first day of the related Due Period falls to less than 18, \$500.00 per month; and

(ii) the product of (a) the Applicable Percentage for the related Due Period and (b) Net Recoveries for such Due Period.

In addition to the Base Successor Servicing Fee described in the preceding sentence, the Successor Servicer shall be entitled to and reimbursed for the reasonable costs and expenses incurred by the Successor Servicer (including reasonable attorney's fees and out of pocket expenses) in connection with the realization, attempted realization or enforcement of rights and remedies on Uncollected Lease Contracts (the "Uncollected Lease Contract Expenses"). The Successor Servicer agrees to provide written invoices to the Trustee for the Uncollected Lease Contract Expenses. The Successor Servicer shall be paid such amounts monthly on each Payment Date commencing on the Payment Date in October 2000 and terminating on the first to occur of (i) the Payment Date following the receipt of the last Scheduled Payment and related Residual Proceeds with respect to the last remaining Lease Contract, (ii) the Payment Date following the receipt of Recoveries and Insurance Proceeds with respect to the last remaining Lease Contract (iii) the date on which the Issuer purchases the last remaining Lease Contract or (iv) the Termination of this Agreement pursuant to Section 8.01.

For purposes of this Section, the above mentioned terms shall have the following meanings:

"Applicable Percentage" shall mean with respect to any Due Period 25%; provided, however, if the Successor Servicer has not been reimbursed for the Uncollected Lease Contract Expenses for any three (3) consecutive Payment Dates, then the applicable percentage for such Due Period shall be 30%.

"Collectable Lease Contract" shall mean with respect to any Due Period any Lease Contract in the portfolio that is less than 210 days delinquent as of the first day of such Due Period.

"Net Recoveries" shall mean with respect to any Due Period any recovered payments or liquidation proceeds net of the reasonable cost and expenses incurred by the Successor Servicer

(including reasonable attorney's fees and out-of-pocket expenses) in connection with the realization, attempted realization or enforcement of rights and remedies on any Uncollected Lease Contract deposited in the Collection Account during such Due Period.

"Uncollected Lease Contract" shall mean with respect to any Due Period any Lease Contract in the portfolio that is over 210 days delinquent as of the first day of such Due Period."

The Successor Servicer or Predecessor Servicer, as the case may be, shall be paid the amounts described in this Section by the Issuer at the times and in the priority as set forth in Section 12.02(d)(i) of Supplement No. 4 to the Indenture.

5. Section 3.01 (b)(v) of the Agreement is hereby amended by deleting such Section in its entirety and replacing it with the following:

"(v) The Servicer may waive, modify or vary any terms of any Lease Contract in the portfolio or consent to the postponement of strict compliance with any such term if in the Servicer's reasonable and prudent determination such waiver, modification or postponement is not materially adverse to the Noteholders; *provided, however*, the Servicer shall not permit any modification with respect to any Lease Contract that would reduce the Implicit Principal Balance by more than 50%. The Servicer shall provide the Trustee and the Noteholders with an amendment to the Lease Schedule reflecting any modification of any Scheduled Payment. If the Servicer desires to modify any Lease Contract that would reduce the Implicit Principal Balance by more than 50%, the Servicer shall notify the Trustee in writing of such and shall direct the Trustee to convey such notice to the Noteholders for their consent. The Trustee shall thereafter convey such written notification to the Noteholders within ten (10) Business Days of receipt and such Lease Contract will only be modified upon the written consent of the Noteholders;"

6. Section 3.11 of the Agreement is hereby amended by deleting such Section in its entirety and replacing it with the following:

"Section 3.11 Titles. The Servicer shall (a) use reasonable efforts to submit or shall have caused to be submitted to the applicable government authority for each Leased Vehicle an application for title or retitle in the name of the Issuer and naming the Trustee as secured party, (b) upon receipt of any certificate of title, the Servicer shall promptly verify that the information contained in the certificate of title is materially correct and that the Trustee is shown as the lienholder of the Leased Vehicle covered thereby. If the Servicer determines that such information is not correct, the Servicer shall promptly so advise the Trustee, and the Servicer shall send properly titled or retitled certificates of title to the Trustee at least monthly and (c) track timely title filings and refilings of title."

7. Section 5.03 of the Agreement is hereby amended by deleting such Section in its entirety and replacing it with the following:

"Section 5.03. *Limitation on Liability of the Servicer and Others.* Neither the Servicer nor any of the officers, directors, employees or agents of the Servicer shall be under any liability for any action taken or for refraining from the taking of any action in its capacity as Servicer pursuant to this Agreement, for any actions or omissions of any subservicer, agent or representative or for its reliance upon any acts or omissions of any prior servicer or subservicer; *provided, however,* that this provision shall not protect the Servicer or any such person against any liability which would otherwise be imposed by reason of willful and wanton misconduct or gross negligence in the performance of its duties hereunder. The Servicer and any officer, director, employee or agent of the Servicer may rely in good faith on any document of any kind *prima facie* properly executed and submitted by any Person with respect to any matters arising hereunder. No implied covenants or obligations shall be read into this Agreement against the Servicer. In the event the Servicer performs any activities beyond the requirements of this Agreement, the Servicer shall have the option but will not be required to perform such activities in the future."

8. Section 6.02(a)(i) of the Agreement is hereby amended by deleting such Section in its entirety and replacing it with the following:

"Section 6.02. Appointment of Successor Servicer (a)(i)

The IBJ Holder shall have the ability to appoint a successor Servicer and replace the Servicer with the consent of the Class B Noteholder (which consent shall not be unreasonably withheld) and the Industrial Bank of Japan, Limited, New York Branch if they are no longer the IBJ Holder."

9. Section 8.04(b) of the Agreement is hereby amended by deleting such Section in its entirety and replacing it with the following:

"(b) If to the Servicer, at 1675 Larimer Street, Suite 880, Denver, Colorado 80202, Attn: Charles R. Schiell."

10. The definitions of "Subservicer" and "Subservicing Agreement" shall be deleted from the Servicing Agreement and all references to "Subservicer", "Subservicing Agreement" and "Task Order" (other than the definition thereof and the reference thereto in Section 3.09(a) as amended hereby) shall be deleted from the Servicing Agreement.

11. The Servicer shall not delegate any of its duties and responsibilities to one or more subservicers without the prior written consent of all the Holders of Outstanding Notes.

12. The parties hereto shall execute such documents, and take such other action, as may be required to effectuate the intent of this Amendment No. 1.

13. Except as otherwise set forth herein, the Servicing Agreement shall continue in full force and effect in accordance with its terms.

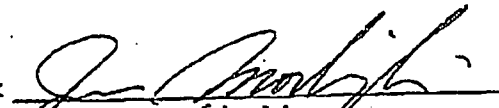
14. This Amendment No. 1 may be executed in one or more counterparts and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original; such counterparts, together, shall constitute one and the same agreement.

15. This Amendment No. 1 shall be construed in accordance with the laws of the State of New York, without reference to its conflict of law provisions, and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.

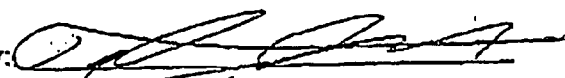
16. All other provisions of the Servicing Agreement are hereby affirmed in all respects.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to the Servicing Agreement as of the day and year first above written.

LFI FINANCE CORP. III, Issuer

By: 
Name: Jun Mochizuki
Title: Vice President

THE INDUSTRIAL BANK OF JAPAN, LIMITED,
Servicer

By: 
Name: Toru Yoshida
Title: Senior Vice President

BANKERS TRUST COMPANY, Trustee

By: _____
Name: _____
Title: _____

Agreed and Accepted by

CENTERPOINT FINANCIAL SERVICES, LLC, Successor Servicer

By: _____
Name: _____
Title: _____

GE CAPITAL BUSINESS ASSET FUNDING CORPORATION, Class B Notchholder

By: _____
Name: _____
Title: _____

987485v13

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to the Servicing Agreement as of the day and year first above written.

LFI FINANCE CORP. III, Issuer

By: _____

Name:

Title:

THE INDUSTRIAL BANK OF JAPAN, LIMITED,
Servicer

By: _____

Name:

Title:

BANKERS TRUST COMPANY, Trustee

By: _____

Name:

Title:

PETER BECKER

ASSISTANT VICE PRESIDENT

Agreed and Accepted by

CENTERPOINT FINANCIAL SERVICES, LLC, Successor Servicer

By: _____

Name:

Title:

GE CAPITAL BUSINESS ASSET FUNDING CORPORATION, Class B Noteholder

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to the Servicing Agreement as of the day and year first above written.

LFI FINANCE CORP. III, Issuer

By: _____

Name:

Title:

THE INDUSTRIAL BANK OF JAPAN, LIMITED,
Servicer

By: _____

Name:

Title:

BANKERS TRUST COMPANY, Trustee

By: _____

Name:

Title:

Agreed and Accepted by

CENTERPOINT FINANCIAL SERVICES, LLC, Successor Servicer

By: _____

Name:

Title:



Charles R. Schell

COO

GE CAPITAL BUSINESS ASSET FUNDING CORPORATION, Class B Noteholder

By: _____

Name:

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to the Servicing Agreement as of the day and year first above written.

LFI FINANCE CORP. III, Issuer

By: _____

Name:

Title:

THE INDUSTRIAL BANK OF JAPAN, LIMITED,
Servicer

By: _____

Name:

Title:

BANKERS TRUST COMPANY, Trustee

By: _____

Name:

Title:

Agreed and Accepted by

CENTERPOINT FINANCIAL SERVICES, LLC, Successor Servicer

By: _____

Name:

Title:

GE CAPITAL BUSINESS ASSET FUNDING CORPORATION, Class B Noteholder

By: Becky A. Morrison

Name:

Becky A. Morrison

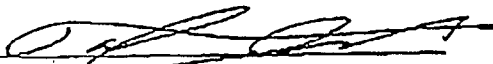
Title:

Vice President / Manager

987485v8

THE INDUSTRIAL BANK OF JAPAN, LIMITED, NEW YORK BRANCH,
Class A Noteholder

By:


Name: Ruru Yoshida

Title: Senior Vice President

Execution Copy

**Fourth Supplemental
Indenture**

Fourth Supplemental Indenture, dated as of August 14, 2000, among LFI Finance Corp. III, as Issuer, (the "Issuer"), The Industrial Bank of Japan, Limited, as Servicer, (the "Servicer"), and Bankers Trust Company, as Trustee, (the "Trustee") to that certain Indenture dated as of June 1, 1997, as amended, supplemented and modified to date, (the "Indenture") among the Issuer, the Servicer and the Trustee.

WHEREAS, the Issuer entered into the Indenture to provide for the issuance of the Issuer's Series 1997-1, Class A Lease-Backed Notes (the "Class A Notes") and its Series 1997-1, Class B Lease-Backed Notes (the "Class B Notes" and together with the Class A Notes, "the Notes"), issuable in one or more tranches as provided in the Indenture;

WHEREAS, the Second Supplemental Indenture dated as of April 13, 1998 added the definition of "Amended and Restated Servicing Agreement" to the Indenture;

WHEREAS, Section 9.02 of the Indenture permits the Indenture to be supplemented from time to time pursuant to the provisions set forth therein; and

WHEREAS, the parties hereto wish to supplement the Indenture as set forth herein.

NOW THEREFORE, in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Indenture.
2. The definition of "Amended and Restated Servicing Agreement" is hereby amended in its entirety to read as set forth below:

"Amended and Restated Servicing Agreement" shall mean the Amended and Restated Servicing Agreement dated as of April 13, 1998 among the Issuer, the Trustee and the Industrial Bank of Japan, Limited, as such agreement may be amended from time to time in accordance with the provisions therein.
3. The following definitions are hereby added to the Indenture and shall have the meanings as set forth below.

"Predecessor Servicer" shall mean The Industrial Bank of Japan, Limited.

"Predecessor Servicing Fee" shall mean (i) for the Payment Dates up to and including August 2000, all amounts set forth in Section 3.09(a) of the Amended and

Restated Servicing Agreement and (ii) for the Payment Date in September 2000, all amounts set forth in Section 3.09(b) of the Amended and Restated Servicing Agreement.

"Successor Servicer" shall mean Centerpoint Financial Services, LLC.

"Successor Servicing Fee" shall mean (i) for the Payment Date in September 2000, all amounts set forth in Section 3.09(c) of the Amended and Restated Servicing Agreement and (ii) for the Payment Dates beginning in October 2000, all amounts set forth in Section 3.09(d) of the Amended and Restated Servicing Agreement.

4. Section 12.02(d)(i) of the Indenture is hereby amended by deleting such Section in its entirety and replacing it with the following:

"first, on the Payment Date relating to the Due Period in which a Servicer Termination Notice is delivered to the Servicer, to pay to the Transition Expense Account, an amount equal to \$50,000 for reimbursement to the Back-up or other successor Servicer of transition expenses in accordance with Section 12.05 hereof; and second, to pay to the Predecessor Servicer or the Successor Servicer (A) the Predecessor Servicing Fee or the Successor Servicing Fee, as the case may be; provided, however, for the September 2000 Payment Date, to the extent there are insufficient funds to pay both the Successor Servicer and the Predecessor Servicer their respective fees, such amounts shall be paid on a pro rata basis in accordance with the amounts due to the Predecessor Servicer and the Successor Servicer; (B) the Reinvestment Income (except to the extent previously remitted to the Predecessor Servicer or the Successor Servicer, as the case may be); (C) all amounts received in respect of Lease Receivables as to which the Predecessor Servicer or the Successor Servicer, as the case may be, has made an unrecovered Servicer Advance, to the extent of such Servicer Advance; (D) the amount necessary to reimburse the Predecessor Servicer or the Successor Servicer, as the case may be, for any Nonrecoverable Advance;"

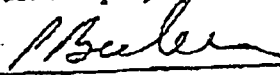
5. Except as otherwise set forth herein, the Indenture, as amended from time to time, shall continue in full force and effect in accordance with its terms.

6. This Fourth Supplemental Indenture may be executed in one or more counterparts and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original; such counterparts, together, shall constitute one and the same agreement.

7. By their execution hereof, each of the Noteholders hereby consent to and authorize and direct the Trustee to execute and deliver this Fourth Supplemental Indenture.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Supplemental Indenture as of the day and year first above written.

Bankers Trust Company, Trustee

By 
Name PETER BECKER
Title ASSISTANT VICE PRESIDENT

LFI Finance Corp. III,
Issuer

By _____
Name
Title

The Industrial Bank of Japan, Limited
Servicer

By _____
Name
Title

Agreed and Accepted by:

GE Capital Business Asset Funding Corporation

By _____
Name
Title

JUN-24-2002 14:05

3035926150 The Industrial Bank of Japan Limited New York

P.17

LFI Finance Corp III Lease Status Report as of 11/17/98

A	B	C	D	E	F	G	H	I	J	K	L
Con/Lease	Lease#	CUSTOMER NAME	LEASE CODE	STATUS	LEASE COMMENTS	SOLD-\$5	OLDEST	GROSS	CURRENT	UNAPPLD	Cur#
1	970727	JAMES E. WILBORN	ACTIVE				11/01/98	32,006.40	1,000.20		4221275
2	970635	ACTIVE TOWING (Previously	ACTIVE				11/15/98	22,442.04			0025684
3	15003	DANNY MAYAVER	ACTIVE				12/04/98	10,637.64			0035265
4	9707122	GJ TOWING	ACTIVE				12/08/98	36,846.60			0236458
5	15360	FAMILY SERVICES COMPANY,	ACTIVE				09/01/98	42,252.84	2,051.25		0504224
6	10564	POMPANO WRECKER SERVICE	ACTIVE				11/26/98	50,008.64			0565043
7	960967	BOUGAS TRUCKING	ACTIVE				05/04/98	55,980.00	9,335.00		0584603
8	960906	JACOPELLE TRUCKING	ACTIVE				09/16/98	53,742.00	3,542.96		0653475
9	960766	GURSEL YILDIZ	ACTIVE				11/01/98	23,898.00	1,138.00		0771639
10	11682	DEGRAV SERVICE CENTER,	ACTIVE				11/17/98	42,797.52	-1,168.82	0.03	1073458
11	9606112	STINGRAY EXPRESS CORP.	ACTIVE				11/10/98	17,267.00			1175065
12	9707120	RONALD F. FAUSAK	ACTIVE				10/15/98	47,768.69	1,360.00	136.90	1332880
13	960775	WILLIAM VIVERS	ACTIVE				11/22/98	14,430.99			1355616
14	704120	ELITE COLLATERAL	ACTIVE				11/07/98	52,718.60	1,198.15		1366213
15	970779	DALE TRUCKING	ACTIVE				11/17/98	34,226.00			1377431
16	7255	ALL HOURS TOWING (TITLE:	ACTIVE				11/20/98	26,292.35	751.21		1398407
17	961231	SMITH TRUCKING	ACTIVE				08/22/98	18,504.00	2,084.00		1409036
18	970761	CARBARB TRANSPORT, INC.	ACTIVE				08/01/98	2,439.36	764.80		1554092
19	960848	BENNETT'S AUTO RECOVERY	ACTIVE				08/01/98	2,439.36	768.66		1554092
20	970679	ZIMMERMAN TRUCKING	ACTIVE				11/22/98	35,437.50	1,575.00		1587406
21	970949	CLONER TRUCKING	ACTIVE				04/22/98	24,244.00	8,932.00		1889854
22	970750	FREDRICK N. CLARK	ACTIVE				11/22/98	37,051.20	2,628.80		1924631
23	705130	ABC AUTO DELIVERY	ACTIVE				11/16/98	37,259.84			2125493
24	11577	ADVANTAGE AUTO BODY	ACTIVE				04/15/98	10,740.00	2,585.00		2147269
25	970988	LRS TRUCKING	ACTIVE				10/15/98	40,893.12	-567.38		2204007
26	11068	HALL TRUCKING	ACTIVE				08/01/98	28,803.06	7,855.38		2206062
27	970885	RUTH SHANNON	ACTIVE				10/24/98	7,345.04			2299010
28	15327	CURTIS TEEL TRUCKING	ACTIVE				11/22/98	24,035.20			2361144
29	706151	A&A 24 HOUR TOWING	ACTIVE				10/30/98	18,136.36	816.90		2388464
30	970732	CHARLES PRUITT	ACTIVE				11/07/98	36,266.95	-0.20		2437615
31	960817	ARTHURS TRUCKING	ACTIVE				10/22/98	26,001.00	1,087.00		2491728
32	960933	FRANK MOORE	ACTIVE				09/22/98	20,640.89	1,214.17		2492552
33	960980	MCCROCKY GROUP	ACTIVE				11/01/97	50,824.90	19,433.05		2495486
34	9707125	GEORGE L. ROBERSON	ACTIVE				10/17/98	10,362.03	545.97		2530852
35	960488	NEWMAN PAVING, INC.	ACTIVE				11/22/98	15,848.60	1,594.88		2554822
36	7916	NEWMAN PAVING, INC.	ACTIVE				09/25/98	26,602.38	1,237.32		2559235
37	960880	CORDOVA TRUCKING	ACTIVE				09/05/98	26,867.80	2,695.78		2659235
38	16482	TONY JEFFRIES TRUCKING	ACTIVE				11/22/98	38,893.50			2659044
39	8167	KEITH SHEAO	ACTIVE				08/22/98	18,423.30	3,318.64		2674787
40	960865	HENSONS GRAING &	ACTIVE				11/01/98	34,078.90	1,002.36		2690658
41	970667	RESOURCE TRANSPORTATION	ACTIVE				11/15/98	5,142.20			2694373
42	970638	ABERCROMBIE & COMPANY	ACTIVE				11/22/98	12,208.40			2697689
43	960701	J.M.S TRUCKING	ACTIVE				12/01/98	21,126.60			2699063
44	970605	FREDRICK BROWN	ACTIVE				07/08/98	42,397.08	3,854.28	201.35	2699841
45	970952	MICHAEL W. WAINRIGHT	ACTIVE				11/18/98	43,539.60			2612134
46	7840	HAROLD HAIR	ACTIVE				11/01/98	15,616.80	835.56		2622583
47	8139	SWEATS TRUCKING	ACTIVE				09/01/97	27,981.88	13,121.10		2683119
48	960927	CHARLES PARKER	ACTIVE				10/3/98	15,963.84	1,150.16		2686303
49	8206						07/01/98	41,833.60	3,691.20		2610283

LFI Finance Corp III Lease Status Report as of 11/7/98

A	B	C	D	E	F	G	H	I	J	K	L
Contract Lease#	Lease#	CUSTOMER NAME	LEASE CODE	STATUS	LEASE COMMENTS	SOLD-\$/6	OLDEST	GROSS	CURRENT	UNAPPLD	Cum#
1	970461	JOHN GAY	ACTIVE				09/22/98	29,340.00	1,630.00		2679553
51	9606115	PRIMO TRUCKING	ACTIVE				04/00/00	42,358.40	-1,323.70		2683232
52	970624	KINGSVILLE TOWING AND	ACTIVE				11/15/98	18,491.10			2707004
53	970624	DENNIS L. NEW TRUCKING	ACTIVE				12/01/98	26,219.10			2737012
54		MCLEAN TRUCKING	ACTIVE				10/08/98	17,980.89	845.31		2765810
55	7772	ADKINS TRUCKING	ACTIVE				11/18/98	6,867.70	-45.94		2877682
56	970623	JWP INC.	ACTIVE				11/03/98	76,936.38	1,682.53		2845283
57	970623	SKV KIMBROUGH TRUCKING	ACTIVE				12/08/98	11,139.89	-588.31		3046656
58	970904	ED YELTON TRUCKING, INC.	ACTIVE				11/02/98	7,056.48			3077237
59	970948	DOYLE K. DAVIDSON	ACTIVE				08/24/98	21,726.10	2,952.65	35.00	3103655
60	970992	JOHN JAY VELA TRUCKING	ACTIVE				10/01/98	37,689.96	2,514.24		3108243
61	970731	DAH TRUCKING	ACTIVE				11/04/98	10,303.20	572.40		3108880
62	970797	COLLINS TRUCKING	ACTIVE				10/31/98	6,880.86	862.62		3114623
63	970778	WENGE TRUCKING	ACTIVE				11/22/98	37,297.40	-245.29		3136616
64	970732	MIDWEST FIBER OPTICS	ACTIVE				12/01/98	49,637.22			3147219
65	704122	THOMAS KLEIN	ACTIVE				12/01/98	11,244.80			3205418
66	970984	RUSSELL TRUCKING	ACTIVE				11/06/98	50,796.00	1,494.00		3304230
67	970618	LAMON'S TOWING	ACTIVE				08/15/98	48,678.96	2,285.47		3344656
68	970618	B. BISHOP SAND & GRAVEL,	ACTIVE				11/22/98	67,162.92			3377449
69	970836	B. BISHOP SAND & GRAVEL,	ACTIVE				11/22/98	27,390.00			3377449
70	970836	QUAD CITY TOWING	ACTIVE				10/16/98	21,000.00	600.00		3394802
71	970735	EDWARDS ROBINSON	ACTIVE				07/01/98	29,962.88	4,404.86		3444200
72	970712	JIMMY'S AUTO PARTS	ACTIVE				12/01/98	45,467.84			3684212
73	970852	KIMM'S TOWING	ACTIVE				08/01/98	43,557.28	4,051.84	102.10	3687843
74	970824	D&M TOWING	ACTIVE				08/24/98	75,949.65	3,231.90		3708494
75	969150	BOB'S TOWING & RECOVERY	ACTIVE				11/01/98	31,820.04	757.62		3724276
76	970843	TOMKOS HAULING	ACTIVE				12/08/98	16,158.45			3748011
77	961030	UT TRUCKING	ACTIVE				10/18/98	34,976.00	1,093.00		3765424
78	970545	BABASH TRUCKING	ACTIVE				10/16/98	46,752.00	2,337.60		3767430
79	970545	DAH TOWING & RECOVERY	ACTIVE				11/30/98	48,810.88			3781605
80	960747	WILLIAM KLINE	ACTIVE				11/24/98	52,604.64			3781850
81	970855	COACH TRUCKING	ACTIVE				11/16/98	12,800.00	-840.00		3793559
82	860924	C&C TRUCKING	ACTIVE				11/22/98	13,276.20			3800253
83	970945	MIKE'S SERVICE, INC.	ACTIVE				01/08/98	10,620.75	6,057.50	6.44	3827602
84	970930	OCEANA AUTO	ACTIVE				08/28/98	12,817.78	2,023.86		3854633
85	970482	JMK TRANSPORT	ACTIVE				08/01/98	9,126.20	3,650.08		3884933
86	960951	JMK TRANSPORT	ACTIVE				08/01/98	38,745.72	4,558.32		3886433
87	970637	ADBO	ACTIVE				06/08/98	28,990.28	3,748.65		3908463
88	970637	REAMS-B.C.R. TRUCKING	ACTIVE				06/08/98	78,092.85	8,307.76		4037278
89	960524	K-T EXPRESS	ACTIVE				11/15/98	5,922.00			4084007
90	970969	K-T EXPRESS	ACTIVE				11/15/98	5,922.00			4084007
91	981020	K-T EXPRESS	ACTIVE				11/15/98	5,051.47	870.63		4084007
92	970935	K-T EXPRESS	ACTIVE				11/15/98	5,051.47	870.63		4084007
93	703133	K-T EXPRESS	ACTIVE				12/01/98	51,304.00			4142363
94	860972	RANDALL SMITH TRUCKING	ACTIVE				11/22/98	13,997.44	3,210.68		4145433
95	970626	HARRIS HARPER	ACTIVE				11/12/98	40,924.22		1,198.31	4145911
96	970528	ABE TRANSMISSION	ACTIVE				10/19/98	44,043.51	1,562.20		4176217
97	970528	PATTERSON TRUCKING	ACTIVE				07/15/98	30,300.00	4,040.00		4237634
98	970528	DAWSBY TRUCKING	ACTIVE								
99											

LFI Finance Corp III Lease Status Report as of 11/17/98

A	B	C	D	E	F	G	H	I	J	K	L
Contract	Lease#	CUSTOMER NAME	LEASE CODE	STATUS	LEASE COMMENTS	SOLD - \$'S	OLDEST	GROSS	CURRENT	UNAPPLIE	Cus#
1	970763	CRAYTON SANDERS SR.	ACTIVE				12/08/98	4,217.78		1,122.98	4245240
100	961119	JANNIE LEWIS	ACTIVE				10/22/98	13,637.23	3,208.76		4261907
101	961118	JAMES VANCE TRUCKING	ACTIVE				11/23/98	13,659.53			4252355
102	961023	BAB TRUCKING	ACTIVE				11/22/98	3,477.42			4276818
103	961023	BAB TRUCKING	ACTIVE				12/01/98	3,091.04			4276818
104	960857	BAB TRUCKING	ACTIVE				06/27/97	9,245.25	6,963.55		4283311
105	7243	REEDS AUTO CENTER	ACTIVE				10/29/98	28,263.58	1,571.31		4303531
106	7771	KERWIN COLEMAN	ACTIVE				06/01/98	53,039.00	5,671.00		4307453
107	970708	CHARLES DINGLER TRUCKING	ACTIVE				11/24/98	68,370.00			4308237
108	970793	MCKENZIE TRUCKING	ACTIVE				07/04/98	2,585.04	3,429.22		4322911
109	970616	BILLY REECE TRUCKING	ACTIVE				11/15/98	5,601.60			4323503
110	861115	DIXON TRUCKING	ACTIVE				11/15/98	5,601.60			4323503
111	960469	DIXON TRUCKING	ACTIVE				11/15/98	5,601.60			4323503
112	708121	DIXON TRUCKING	ACTIVE				11/15/98	5,601.60			4323503
113	970923	DIXON TRUCKING	ACTIVE				11/15/98	5,601.60			4323503
114	970923	TRI STATE SERVICE CENTER	ACTIVE				07/04/98	16,329.60	-816.48		4324025
115	970931	MARTINS TRANSPORTATION	ACTIVE				09/08/98	47,606.77	2,025.82		4332639
116	980742	RONNIE ANDERSON TRUCKING	ACTIVE				08/01/98	15,679.94	2,476.76		4336201
117	15024	JOSEPH C. FAULK, JR.	ACTIVE				11/22/98	7,150.59	2,383.53		4340269
118	970928	YOUNG TRANSPORTATION	ACTIVE				11/15/98	35,046.00			4341912
119	960828	DELTON TRUCKING	ACTIVE				07/15/98	6,930.00	-770.00		4346617
120	970638	SKYSCRAPER TRUCKING	ACTIVE				06/22/98	61,540.00	9,048.00		4360276
121	709120	JOSEPH C. FAULK, JR.	ACTIVE				10/15/98	25,727.68	584.72		4364309
122	970822	ROBERT GAUTHIER	ACTIVE				08/22/98	22,828.16	1,414.26		4368289
123	970509	TIM PARSONS TOWING LLC	ACTIVE				08/03/98	36,963.78	3,182.55		4368076
124	970771	ELLSWORTH PINKINS	ACTIVE				12/01/98	28,192.71	3,677.31		4368093
125	961113	JAMES TRINKLE	ACTIVE				07/22/98	51,055.28	5,374.24		4387892
126	970795	HUGHES TRUCKING	ACTIVE				12/08/98	14,700.49	773.71		4418020
127	970801	ARTS EQUIPMENT	ACTIVE				08/18/98	10,570.67	2,882.91		4444653
128	970801	SAUCEDO WRECKER	ACTIVE				10/20/98	41,736.24	248.85		4493797
129	960819	ORTIZ TRUCKING	ACTIVE				09/22/98	25,960.16	6,222.32		4497850
130	1065391	SOUTHWAY TOWING	ACTIVE				11/10/98	44,174.00	709.39		4498430
131	704121	NGELROY TRUCKING	ACTIVE				12/01/98	4,548.60	1,516.20		4508812
132	960633	CLARK & CLARK TOWING	ACTIVE				11/16/98	26,649.46			4507428
133	9809160	R.B. ATKINSON & SONS	ACTIVE				11/08/98	6,100.89	1,804.34		4514845
134	970565	GRUZ TRUCKING	ACTIVE				11/15/98	28,192.00			4518977
135	7870	AUTO MASTERS TOWING &	ACTIVE				11/10/98	63,843.36			4519884
136	970982	SELEONIO VILLEGAS	ACTIVE				09/28/98	48,446.68	4,247.64		4528025
137	15288	DAVID ANZALDUA	ACTIVE				11/15/98	24,799.52	2,967.87		4528859
138	970639	ADVANTAGE TOWING	ACTIVE				07/22/98	68,850.50	6,413.60		4528067
139	970783	TODDS TOWING	ACTIVE				12/03/98	52,662.98			4544976
140	970740	LAWRENCE TOWING	ACTIVE				11/25/98	23,840.24			4547305
141	7218	JIMMY'S TOWING SERVICE	ACTIVE				11/01/98	58,867.00			4564169
142	970612	SALAZAR TRUCKING	ACTIVE				11/15/98	29,818.36			4564503
143	970571	ALL AMERICAN TOWING, INC.	ACTIVE				10/25/98	43,338.05	1,238.24		4569430
144	970710	EDDIE DAVIS TRASH SERVICE	ACTIVE				12/01/98	20,291.34	3,711.94		4578589
145	16711	ROBERTO DELGADILLO	ACTIVE				09/08/98	28,528.28	1,280.39		4578865
146	970691	SAN RAMON TOW, INC.	ACTIVE				10/27/98	11,881.62	-70.02		4583952
147	11615	CARROLL TOWING	ACTIVE				08/05/98	59,224.80	4,442.18		4595833
148	961028										

LFI Finance Corp III Lease Status Report as of 11/17/98

A	B	C	D	E	F	G	H	I	J	K	L
1	Lease#	CUSTOMER NAME	LEASE CODE	STATUS	LEASE COMMENTS	SOLD-\$S	OLDEST	GROSS	CURRENT	UNAPPLIED	Cust#
149	960856	VINCENTE MIRANDA	ACTIVE				11/22/98	25,385.80			4603019
150	971716	ACTION TRANSMISSION	ACTIVE				10/16/98	60,786.18	1,447.29		4611389
151	961010	ACTION TRANSMISSION	ACTIVE				10/03/98	43,309.08	1,892.96		4611389
152	960986	BERRY TRUCKING	ACTIVE				08/31/98	21,505.00	2,405.00		4612545
153	705121	HUB FREIGHT SYSTEM, INC.	ACTIVE				10/15/98	11,996.46	2,665.58		4614608
154	970990	BELL'S DISPOSAL SYSTEM	ACTIVE				11/22/98	47,527.20	-50.00		4618619
155	960760	JERRY PITCOCKS 24 HOUR	ACTIVE				11/03/98	64,322.26	1,398.31		4632992
156	870760	JESUS BARBERA	ACTIVE				11/29/98	39,860.64	-33.37		4634113
157	970719	MANUEL CAZARES	ACTIVE				08/22/98	46,854.95	4,534.35		4645761
158	970752	LOPEZ TRUCKING	ACTIVE				11/30/98	15,452.64			4646066
159	989154	LOPEZ TRUCKING	ACTIVE				10/03/98	7,904.16	656.68	191.47	4646066
160	970463	LATITUDE 28 TRANSPORT	ACTIVE				11/08/98	67,777.80			4650865
161	9606110	STAR CAREER TRAINING	ACTIVE				11/15/98	2,622.03	1,943.95	81.86	4653521
162	9606113	STAR CAREER TRAINING	ACTIVE				10/01/98	2,522.03	1,943.95		4653521
163	970544	BENSON'S MOBILE HOME	ACTIVE				10/08/98	6,622.64	666.33		4665030
164	703126	SONIA MARGARET KAUFMAN	ACTIVE				12/01/98	85,880.04	3,908.82		4687441
165		R.L. WOODARD CO. INC.	ACTIVE				04/22/98	6,267.46	2,278.51		4687681
166	970688	DINA RIOS	ACTIVE				12/10/98	30,603.38	-983.98		4687686
167	970685	BUDGET TOWING	ACTIVE				11/22/98	42,622.16	-1,161.95		4803848
168	960947	FEEDER PIG SPECIALIST	ACTIVE				11/26/98	1,310.40	147.42		4848097
169	970794	TILMON TRUCKING	ACTIVE				08/01/98	41,606.82	3,692.38		4864687
170	970656	THURMAN TRUCKING	ACTIVE				10/01/98	36,507.62	1,268.88		4916862
171	970676	HOMFIELD TRUCKING	ACTIVE				09/01/98	9,141.12	2,539.20		5004857
172	970535	DAVIS TRUCKING CORP.	ACTIVE				08/22/98	30,380.00	1,960.00	980.00	5037086
173	970511	SANTA FE TOW SERVICE	ACTIVE				11/12/98	20,515.56	-789.06		5095648
174	9605102	SANTA FE TOW SERVICE	ACTIVE				11/12/98	29,840.46	-1,147.71		5095648
175	970965	HIGH HOPES TRUCKING	ACTIVE				11/07/98	46,482.08	1,365.36		5135258
176	970978	FLATTOP EXPRESS	ACTIVE				10/01/98	20,480.00	2,048.00		5165891
177	970806	DIAMOND G ILL	ACTIVE				08/22/98	23,220.00	2,700.00		5169424
178	970759	PERRY L. GOICOCHEA	ACTIVE				11/28/98	33,358.00			5186685
179		JENAY EXPRESS, INC.	ACTIVE				10/22/98	48,352.21	6,635.52		5214217
180		MELVIN SALEE	ACTIVE				12/01/98	93,490.86			5245675
181	960620	MONTTOYA TRUCKING	ACTIVE				08/22/98	21,414.36	648.92		5252356
182	960789	MONTTOYA TRUCKING	ACTIVE				10/23/98	53,742.00	1,469.88		5252356
183	960620	BO CLARK TRUCKING	ACTIVE				10/24/98	23,008.64	674.68		5256260
184	960634	BO CLARK TRUCKING	ACTIVE				09/24/98	30,116.62	841.24		5256260
185	970987	DIAL A TOW	ACTIVE				04/01/98	25,524.48	4,785.84		5258467
186		COPPER STATE TRANS.	ACTIVE				11/14/98	68,489.28			5281382
187	970645	MELVIN & MARLYN MORROW	ACTIVE				11/16/98	7,250.00			5363484
188	970629	CHAPPELLES TOWING	ACTIVE				11/22/98	57,338.78			5364055
189	970956	PATRICK DEMARINISPAR	ACTIVE				07/07/00	37,149.00	-1,281.00		5436266
190	704124	MORENO VALLEY TOWING	ACTIVE				11/23/98	51,391.96	-1,352.42		5454731
191	970934	MARTINEZ TOWING	ACTIVE				11/22/98	15,067.98			5456041
192	970929	HITTENBERGER TRUCKING	ACTIVE				10/22/98	33,305.70	580.09		5456068
193	9707124	GRASS VALLEY AUTO	ACTIVE				11/27/98	41,286.92			5476654
194	970560	LAS CRUCES TRUCK CENTER	ACTIVE				11/15/98	54,354.24			5491597
195	970534	DAVID KELLY	ACTIVE				08/15/98		2,317.34		5498230
196	970518	WESTSIDE ROAD SERVICE	ACTIVE				12/01/98	38,813.96			5505704
197	7220	SANABRIA TRUCKING	ACTIVE				06/22/98	8,862.50	4,431.25		5519903

LFI Finance Corp III Lease Status Report as of 11/7/98

A	B	C	D	E	F	G	H	I	J	K	L
1	2	CUSTOMER NAME	LEASE CODE	STATUS	LEASE COMMENTS	SOLD- \$S	OLDEST	GROSS	CURRENT	UNAPPLIE	CUS#
1	ConvLease	Lease#									
198	969155	7038	RAMIREZ CONSTRUCTION	ACTIVE			11/22/98	4,311.20			5646775
199	961109	70391	RAMIREZ CONSTRUCTION	ACTIVE			11/22/98	4,816.00			5546775
200	970631	15361	EDS TOW & CRADLE	ACTIVE			07/20/98	18,406.10	2,044.48		5555871
201	970905	11570	S&R SHELL	ACTIVE			11/25/98	12,624.92	-686.61		5565338
202	960719	70551	WILLIAM POLKINHORN	ACTIVE			10/15/98	-288.38	1,324.76		5576029
203	960741	70552	WILLIAM POLKINHORN	ACTIVE			09/15/98	0	1,324.82		5576029
204	970747	7055	WILLIAM POLKINHORN	ACTIVE			10/15/98	-282.66	1,324.82		5576029
205	960629	70570	WILLIAM POLKINHORN	ACTIVE			10/15/98	-288.38	1,324.76		5576029
206	980177	70571	WILLIAM POLKINHORN	ACTIVE			10/15/98	-288.38	1,324.76		5576029
207	980776	70572	WILLIAM POLKINHORN	ACTIVE			10/15/98	-288.38	1,324.76		5576029
208	980884	70573	WILLIAM POLKINHORN	ACTIVE			10/15/98	-288.38	1,324.76		5576029
209	970766	70574	WILLIAM POLKINHORN	ACTIVE			10/15/98	-288.38	1,324.76		5576029
210	970785	7885	CASTORENA TOWING	ACTIVE			11/15/98	52,873.04			5581767
211	970855	7604	CASTORENA TOWING	ACTIVE			12/08/98	50,872.00			5581775
212	970770	10087	HEALY AUTOMOTIVE, INC	ACTIVE			10/26/98	39,440.08	3,140.90		5603910
213	970957	11581	JACKSON JUST FOR YOU	ACTIVE			03/30/98	40,546.62	6,401.94		5608431
214	970789	108051	PERFECT MATCH	ACTIVE			09/01/98	20,389.32	2,576.62		5608047
215	1009	1009	BOB VAC SERVICES	ACTIVE			11/15/98	36,264.80			5611929
216	970640	10649	ADVENTURE ENTERPRISES,	ACTIVE			09/01/00	7,136.64	-1,764.16		5656806
217	970749	15420	G & R COLLISION	ACTIVE			12/08/98	31,039.65			5766223
218	960611	7818	SUPREME TRUCKING	ACTIVE			11/22/98	23,275.00			5884665
219	970972	7751	LEE'S LUL' ANGEL TRUCKING	ACTIVE			11/15/98	18,737.40	-7.93		5876890
220	970796	7690	TONYS TOWING, INC.	ACTIVE			08/07/98	42,136.40	4,213.64		5810158
221	640650	8126	REGIS J. RODRIGUEZ	ACTIVE			11/10/98	17,192.27			5834310
222	7881	7881	HGB TRUCKING	ACTIVE			09/15/98	20,802.60	2,090.02		6041605
223	961128	7882	HGB TRUCKING	ACTIVE			09/15/98	20,802.60	2,090.26		6041605
224	970810	16139	QUEVARA TRUCKING	ACTIVE			12/01/98	14,828.00			6061636
225	970631	7881	QUEVARA TRUCKING	ACTIVE			08/01/98	68,984.48	5,999.52		6092487
226	970514	7906	DELTA TOWING	ACTIVE			12/21/98	31,616.06	-1,151.05		6146001
227	970604	16171	ISMAEL P. MORA	ACTIVE			11/15/98	15,441.60			6201638
228	961125	7215	TRI-COUNTY TOWING	ACTIVE			11/08/98	35,078.40	-1,614.54		3645610
229	8141	8141	JPJ TRUCKING	ACTIVE - DEFAULTED	71		03/15/98	28,883.26	6,070.16		2179012
230	960613	7740	BRADY TRUCKING	ACTIVE - DEFAULTED	ASSUMPTION		07/28/97	20,996.82	18,863.84		5247474
231	960569	7013	TERENCE HEGGE	ACTIVE - DEFAULTED	BKRUPCTY		09/22/97	9,269.76	16,063.36	3,633.35	4737210
232	970766	8989	JOE MCFALL	ACTIVE - DEFAULTED	BKRUPCTY		02/28/97	37,125.00	37,125.00		2533364
233	960842	106341	RICHARD NICKLIN	ACTIVE - DEFAULTED	BKRUPCTY		02/08/98	27,643.20	4,262.80		4311544
234	106181	106181	LEROY CROOKS TRUCKING	ACTIVE - DEFAULTED	BKRUPCTY		12/28/97	31,321.18	8,802.28		4608076
235	970615	7946	C.W. & SON TRUCKING	ACTIVE - DEFAULTED	BKRUPCTY		10/30/98	40,045.12	16,268.33		5589862
236	16314	16314	ANGB2 TRUCKING	ACTIVE - DEFAULTED	BKRUPCTY		11/15/97	17,814.46	6,321.28		2984694
237	970563	15450	CHILCOTE TRUCKING	ACTIVE - DEFAULTED	BKRUPCTY		02/22/98	23,193.72	2,577.08	512.20	3045628
238	970636	8125	ADBO	ACTIVE - DEFAULTED	BKRUPCTY		07/01/98	26,240.55	3,748.65		3906483
239	970683	7970	HARVEY RUTHERFORD	ACTIVE - DEFAULTED	BKRUPCTY		08/08/97	45,078.60	14,023.80		4146675
240	10589	10589	MCGOWAN CONSTRUCTION &	ACTIVE - DEFAULTED	BKRUPCTY		11/15/97	13,664.25	3,825.99		4318400
241	970562	11138	LONGHORN CARGO EXPRESS	ACTIVE - DEFAULTED	BKRUPCTY		11/02/97	41,448.00	14,187.29		4499458
242	18709	18709	GOLENDO TRUCKING	ACTIVE - DEFAULTED	BKRUPCTY		12/01/97	59,013.12	20,828.16		5248531
243	970943	7725	TRASH BANDITS	ACTIVE - DEFAULTED	INSURANCE		07/98: TRUCK BURNED - \$35K INS PAY	52,275.10	16,342.06		4988028
244	970880	1080-2	S&S TRANSPORTATION	ACTIVE - DEFAULTED	PAY ARRANG.		00/00	13,394.40	-1,781.82		2268833
245	970977	15298	BECKER TRUCKING	ACTIVE - DEFAULTED	PAY ARRANG.		10/15/97	22,186.30	14,679.98		4937484
246	870733	1078	SCOTT GAUTHIER	ACTIVE - DEFAULTED	PAY ARRANG.		11/01/97	3,341.52	4,826.64		1016428

LFI Finance Corp III Lease Status Report as of 11/7/98

	A	B	C	D	E	F	G	H	I	J	K	L
	CONVEYANCE	LEASE#	CUSTOMER NAME	LEASE CODE	STATUS	LEASE COMMENTS	SOLD. \$S	OLDEST	GROSS	CURRENT	UNAPPLD	CUST#
247	960770	10814	ROBERTS TRUCKING	ACTIVE - DEFAULTED	PAY ARRANG.	Q/6-98; PD CURRENT		11/22/98	33,821.00	6,981.42		3125807
248	960729	7929	REAGOR MERCER WRECKER	ACTIVE - DEFAULTED	PAY ARRANG.	Q/8-98		03/11/98	14,135.70	8,981.42		4474653
249	960729	16597	DENNIS BOWMAN	ACTIVE - DEFAULTED	PAY ARRANG.	Q/8-98; LAST PAY 10-98		05/15/98	18,955.00	3,345.00		4714699
250	970937	10561	J.C.AUTOWORKS	ACTIVE - DEFAULTED	PAY ARRANG.	Q/8-98		06/18/98	58,458.15	6,495.35		4785227
251	960787	11584	BROADMOOR TOW	ACTIVE - DEFAULTED	PAY ARRANG.	Q/8-98; LAST PAY 10-98		08/08/98	41,101.45	1,826.70		5596371
252	961018	7223	TONYS TOWING, INC.	ACTIVE - DEFAULTED	PAY ARRANG.	Q/7-98; LAST PAY 777		08/22/98	43,797.44	2,277.19		5910158
253	960538	106171	PERFORMANCE TRANSPORT	ACTIVE - DEFAULTED	PAY ARRANG.	Q/8-98;		04/01/98	10,071.90	4,476.40		6102467
254	970951	10682	LIR TRUCKING, INC.	ACTIVE - DEFAULTED	PAY ARRANG.	Q/8-98; LAST PAY 10-98		08/22/98	35,293.50	3,208.50		0305611
255	970650	7259	ATLEBORO ROYAL	ACTIVE - DEFAULTED	PAY ARRANG.	Q/8-98		04/15/98	29,944.48	5,351.27		0314076
256	970682	11311	JE LAG KIM	ACTIVE - DEFAULTED	PAY ARRANG.	Q/8-98; LAST PAY 10-98		08/10/98	14,574.20	4,330.56		0877491
257	970882	7059	JIMS SERVICE CENTER - NY	ACTIVE - DEFAULTED	PAY ARRANG.	LAST PAY 698		03/15/98	28,570.00	11,428.00		1253669
258	970839	11605	A-1 TOWING	ACTIVE - DEFAULTED	PAY ARRANG.	Q/6-98; CURRENT - LAST		07/00	34,262.32	-1,803.28		2068152
259	960780	10702	BRONCS TOWING	ACTIVE - DEFAULTED	PAY ARRANG.	Q/6-98; LAST PAY 10-98		12/19/98	42,701.70	-2,308.39		2129246
260	960938	15286	LUCKY TRUCKING, INC.	ACTIVE - DEFAULTED	PAY ARRANG.	Q/7-98; LAST PAY 11-98		12/29/97	13,144.08	11,062.91		2341321
261	970555	1086	JOHNNY SIEBERT	ACTIVE - DEFAULTED	PAY ARRANG.	Q/7-98; LAST PAY 10-98		12/23/97	21,719.52	9,454.78		2501565
262	970555	1086	JOHNNY SIEBERT	ACTIVE - DEFAULTED	PAY ARRANG.	Q/7/98; LAST PAY 10/98		09/28/98	23,736.24	976.05		2501565
263	960853	16888	CURTIS RENTZ TRUCKING	ACTIVE - DEFAULTED	PAY ARRANG.	Q/9-98;		05/15/98	32,956.50	5,651.40		2542981
264	97/0564	10701	CAS CONSTRUCTION	ACTIVE - DEFAULTED	PAY ARRANG.	Q/8-88; LAST PAY 10-98		10/26/88	16,883.04			2648837
265	97/0564	1244	VALLEY CREEK, INC.	ACTIVE - DEFAULTED	PAY ARRANG.	Q/7-98		06/01/98	21,594.54	4,907.85		2723687
266	961049	7947	TINS TOWING	ACTIVE - DEFAULTED	PAY ARRANG.	Q/9-98; LAST PAY 11/98		06/16/98	59,684.30	5,340.90		2738050
267	97/0764	7976	BROADFORD TRUCKING	ACTIVE - DEFAULTED	PAY ARRANG.	Q/6-98; LAST PAY 10/98		03/22/98	57,743.68	12,665.90		3047236
268	97/0502	16994	TRAVELSTEAD FARMS	ACTIVE - DEFAULTED	PAY ARRANG.	Q/8-98;		06/01/98	49,916.46	8,791.14		3346994
269	97/0502	89780	D.J. EXPRESS L.D. INC.	ACTIVE - DEFAULTED	PAY ARRANG.	Q/7-98		01/22/98	7,553.93	9,843.94		3786236
270	980743	7318	R&H TOWING	ACTIVE - DEFAULTED	PAY ARRANG.	Q/7-98;		08/08/97	45,321.46	14,312.04		3826896
271	961058	15006	D&K TRUCKING	ACTIVE - DEFAULTED	PAY ARRANG.	Q/8-98; LAST PAY 10-98		04/12/98	51,733.73	10,647.38		3918474
272	961058	10540	ROBERT NORRIS TRUCKING	ACTIVE - DEFAULTED	PAY ARRANG.	Q/8-98; LAST PAY 10-98		04/15/98	51,510.99	7,188.51		4009848
273	9808104	7611	WINCHESTER ROAD SERVICE	ACTIVE - DEFAULTED	PAY ARRANG.	Q/7-98; LAST PAY 11/98		07/18/98	28,409.02	3,163.03		4060985
274	97/0847	1120	THOMAS J. KING INC.	ACTIVE - DEFAULTED	PAY ARRANG.	Q/7-98; LAST PAY 10/98		07/08/98	19,880.00	8,887.10		4198838
275	97/0547	8184	RANDALL PORTER	ACTIVE - DEFAULTED	PAY ARRANG.	POSS REPO 11/98		01/07/98	32,158.28	11,495.10		4209801
276	97/0547	15468	FUNCHES TRUCKING	ACTIVE - DEFAULTED	PAY ARRANG.	Q/7-98;		10/22/97	17,111.43	10,315.65		4298932
277	981111	16072	R.B. EXPRESS & LIVESTOCK	ACTIVE - DEFAULTED	PAY ARRANG.	Q/8-98; LAST PAY 10-98		06/01/98	24,805.40	7,216.51		4590405
278		15004	A.C.A. TRUCKING	ACTIVE - DEFAULTED	PAY ARRANG.			02/15/88	24,927.54	6,763.42		4591552
279		15504	ANTHONY HURMAN	ACTIVE - DEFAULTED	PAY ARRANG.	Q/8-98; LAST PAY 10-98		06/16/98	13,139.45	2,849.83		4600278
280	97/0780	10895	DEBERNY TRUCKING	ACTIVE - DEFAULTED	PAY ARRANG.	Q/6-98; LAST PAY 10-98		07/22/98	31,252.31	4,076.49	0.09	4620820
281	960965	7862	HENDERSON FARMS	ACTIVE - DEFAULTED	PAY ARRANG.	Q/8/98; LAST PAY 10/98		07/08/98	61,798.76	5,018.16		4624537
282	961004	10819	TEXAS LEASING INC.	ACTIVE - DEFAULTED	PAY ARRANG.	Q/7-98; LAST PAY 10-98		09/16/97	36,340.00	14,820.00		4657657
283	960918	11603	J&H WRECKER SERVICE	ACTIVE - DEFAULTED	PAY ARRANG.	Q/7-98; CURRENT - LAST		11/27/98	19,820.32	891.48		4668499
284	97/0789	16131	CATES TRUCKING	ACTIVE - DEFAULTED	PAY ARRANG.	Q/7-98; LAST PAY 10-98		03/08/98	44,205.00	9,472.50		4676270
285		7267	CHAZ AUTO	ACTIVE - DEFAULTED	PAY ARRANG.	Q/9-98; POSS REPO 11/98		04/07/98	6,884.20	5,667.38		4719211
286	97/0620	11686	BROOKHURST MOTOR INC	ACTIVE - DEFAULTED	PAY ARRANG.	Q/6-98; PD CURRENT		12/04/98	37,999.45			4848439
287	961021	10697	D&D	ACTIVE - DEFAULTED	PAY ARRANG.	Q/7-98; LAST PAY 9/97		04/22/98	28,327.40	4,188.45		5022802
288		16003	TROY DURBIN	ACTIVE - DEFAULTED	PAY ARRANG.	Q/7-98;		06/15/98	12,705.00	3,111.80		5028790
289	97/0580	11598	MAYWOOD TOWING	ACTIVE - DEFAULTED	PAY ARRANG.	Q/7-98; LAST PAY 11/97		04/25/98	48,958.03	7,939.14		5464705
290	97/0768	11599	MAYWOOD TOWING	ACTIVE - DEFAULTED	PAY ARRANG.	Q/7-98; LAST PAY 11/97		03/28/98	54,429.30	8,076.53		5464705
291	960765	11573	ATLAS TOWING	ACTIVE - DEFAULTED	PAY ARRANG.	Q/6-98; LAST PAY 10/98		09/13/98	34,644.75	4,445.36		5578776
292	961026	11569	ATLAS TOWING	ACTIVE - DEFAULTED	PAY ARRANG.	Q/6-98; LAST PAY 9-98		04/14/98	38,047.40	5,421.98		5578775
293	980978	16501	LA EXPRESS CARRIER	ACTIVE - DEFAULTED	PAY ARRANG.	Q/8-98; LAST PAY 10-98		07/15/98	47,549.40	4,318.20		5595368
294		10844	SANDERS & SONS TRUCKING	ACTIVE - DEFAULTED	PAY ARRANG.	Q/7-98; LAST PAY 10-98		02/15/98	4,615.52	5,192.46	70.00	5828011
295	960809	10801	PERFORMANCE TRANSPORT	ACTIVE - DEFAULTED	PAY ARRANG.	Q/7-98; LAST PAY 9/98		10/01/97	10,071.90	7,274.15		6102467

LFI Finance Corp III Lease Status Report as of 11/7/98

A	B	C	D	E	F	G	H	I	J	K	L
1	Lease#	CUSTOMER NAME	LEASE CODE	STATUS	LEASE COMMENTS	SOLD-\$S	OLDEST	GROSS	CURRENT	UNAPPL	Cust#
296	970753	SAS TRANSPORTATION	ACTIVE - DEFAULTTED	PAY ARRANG.	X6-98		11/02/98	13,364.40			2268833
297	970753	UGGETT TRUCKING	ACTIVE - DEFAULTTED	PAY ARRANG.	X6-98; LAST PAY 10-98		11/15/98	25,659.12			2716085
298	970536	US TOW SERVICE	ACTIVE - DEFAULTTED	PROBLEM	TITLE/OWNERSHIP		12/01/97	16,527.40	18,180.14		5532750
299	7766	WINNERS CIRCLE TOWING &	ACTIVE - DEFAULTTED	OUT FOR REPO	Q7-98; WAITING ON		09/22/97	47,266.03	15,398.94		1468033
300	7565	TE PREME TRUCKING, INC.	ACTIVE - DEFAULTTED	OUT FOR REPO	BK DISMISSED - OUT FOR		04/02/97	1,897.00	18,670.00		2984639
301	7304	VASQUEZ TRUCKING	ACTIVE - DEFAULTTED	OUT FOR REPO	BK - VOL. REPO		08/24/97	25,476.22	17,369.02		4493327
302	15447	JELKS TRUCKING	ACTIVE - DEFAULTTED	OUT FOR REPO	BK DISMISSED - OUT FOR		08/01/97	10,578.92	13,224.90		4615297
303	980788	JELKS TRUCKING	ACTIVE - DEFAULTTED	OUT FOR REPO	BK DISMISSED - OUT FOR		08/01/97	11,461.58	12,343.24		4615297
304	15449	JELKS TRUCKING	ACTIVE - DEFAULTTED	OUT FOR REPO	BK DISMISSED - OUT FOR		08/01/97	32,584.02	14,719.88		4615297
305	970617	K&M TRUCKING	ACTIVE - DEFAULTTED	OUT FOR REPO	BANKRUPTC - VOL REPO		5/57/97	16,067.28	18,711.88		5148244
306	7217	RAMONES TOWING	ACTIVE - DEFAULTTED	OUT FOR REPO			15/15/96	30,422.16	18,591.32	0.24	3818887
307	980974	AUTO MART USED CARS AND	ACTIVE - DEFAULTTED	OUT FOR REPO	Q6-98;		12/15/97	6,592.00	6,823.36		2504585
308	970729	BOB'S TOWING INC.	ACTIVE - DEFAULTTED	OUT FOR REPO	Q6-98;		06/22/97	53,352.16	21,190.15		2816387
309	980578	BOB'S TOWING INC.	ACTIVE - DEFAULTTED	OUT FOR REPO	Q6-98;		06/22/97	53,352.16	21,190.15		2816387
310	B61210	NEIL CLARK	ACTIVE - DEFAULTTED	OUT FOR REPO	Q7-98;		12/22/97	28,850.00	9,257.60		2830571
311	15019	SEMINOLE AUTO TRANSPORT,	ACTIVE - DEFAULTTED	OUT FOR REPO	Q7-98;		10/22/97	6,220.80	4,043.52		2784800
312	970602	BIG O TOWING	ACTIVE - DEFAULTTED	OUT FOR REPO	Q6-98		11/01/97	57,132.00	14,303.10		3136556
313	970761	E.L. KIRBY TRASH CO.	ACTIVE - DEFAULTTED	OUT FOR REPO	Q7-98; OUT FOR REPO 11-		03/03/98	64,221.24	16,999.74		4528217
314	970445	CLEMENT TOWING	ACTIVE - DEFAULTTED	OUT FOR REPO	Q7-98; OUT FOR REPO 11-		11/22/97	17,196.48	9,653.60		5276382
315	980907	CONNERTT MUSTANG	ACTIVE - DEFAULTTED	OUT FOR REPO	Q6-98		11/22/97	27,680.00	8,698.57		0428693
316	9610151	K & D PARTY LTD. INC.	ACTIVE - DEFAULTTED	OUT FOR REPO	Q7-98;		12/16/97	16,244.00	5,764.00		0518810
317	970558	ASTON VILLA TRANSPORT	ACTIVE - DEFAULTTED	OUT FOR REPO	Q6-98		11/25/97	47,225.60	14,758.00		0765234
318	970561	RIVERSIDE ROAD SERVICE	ACTIVE - DEFAULTTED	OUT FOR REPO	Q7-98; CAN'T FIND		04/06/98	31,671.00	5,500.00		1446829
319	970557	VINCENT TRIADO	ACTIVE - DEFAULTTED	OUT FOR REPO	Q7-98;		05/08/97	23,301.60	18,306.52		1657209
320	15502	MIKE FREEMAN TRANSPORT	ACTIVE - DEFAULTTED	OUT FOR REPO	Q7-98; CAN'T FIND		07/16/97	43,625.05	13,710.73		1635807
321	977100	STEWART TRUCKING	ACTIVE - DEFAULTTED	OUT FOR REPO	Q7-98;		02/01/98	72,408.60	15,741.00		1804067
322	16881	SUSQUEHANNA EQUIP. CO.	ACTIVE - DEFAULTTED	OUT FOR REPO	Q7-98		11/01/97	67,061.76	25,148.16		1864603
323	9707128	QARTH PRICE TRUCKING	ACTIVE - DEFAULTTED	OUT FOR REPO	Q6-98; VOL REPO / TRUCK		06/22/98	33,370.05	7,945.25		2105445
324	9608154	C&B AUTO WRECKER SERVICE	ACTIVE - DEFAULTTED	OUT FOR REPO	Q6-98;		11/15/97	40,850.48	11,141.04	828.42	2313317
325	9707110	WALKUP TRUCKING II	ACTIVE - DEFAULTTED	OUT FOR REPO	Q7-98; NO PAY		12/15/97	5,562.26	3,220.25		2358200
326	970711	WALKUP TRUCKING II	ACTIVE - DEFAULTTED	OUT FOR REPO	Q7-98; NO PAY		12/15/97	5,562.26	3,220.25		2358200
327	9807100	WALKUP TRUCKING II	ACTIVE - DEFAULTTED	OUT FOR REPO	Q7-98; NO PAY		11/15/97	5,562.25	3,498.60		2358200
328	970849	WALKUP TRUCKING II	ACTIVE - DEFAULTTED	OUT FOR REPO	Q7-98; NO PAY		11/15/97	5,562.25	3,613.00		2358200
329	970884	WALKUP TRUCKING II	ACTIVE - DEFAULTTED	OUT FOR REPO	Q7-98; NO PAY		11/15/97	6,068.78	3,832.92		2368200
330	970887	WALKUP TRUCKING II	ACTIVE - DEFAULTTED	OUT FOR REPO	Q7-98; NO PAY		11/15/97	6,068.78	3,832.92		2368200
331	151321	KENNETH DAVIS TRUCKING	ACTIVE - DEFAULTTED	OUT FOR REPO	Q7-98; VOL REPO		05/18/98	24,853.52	6,029.18		2371176
332	970815	GTP EXPRESS, INC.	ACTIVE - DEFAULTTED	OUT FOR REPO	Q6-98; LAST PAY 10-98		04/08/98	57,759.75	8,402.75		2407228
333	970896	TEAM TECHNOLOGY	ACTIVE - DEFAULTTED	OUT FOR REPO	Q6-97;		11/22/97	13,688.32	8,631.38		2534176
334	1004	C&G FREIGHT SYSTEM, INC.	ACTIVE - DEFAULTTED	OUT FOR REPO			09/21/97	4,713.60	8,754.20		2582928
335	970720	B&D TRUCKING	ACTIVE - DEFAULTTED	OUT FOR REPO	LAST PAY 8/97		01/28/97	8,153.60	23,517.36		2597039
336	961024	HUGH HYATT TRUCKING	ACTIVE - DEFAULTTED	OUT FOR REPO	Q7-98; LAST PA 7/98		04/22/97	4,052.40	14,225.00		2650461
337	970653	APPALACHIAN	ACTIVE - DEFAULTTED	OUT FOR REPO	Q6-98; PENDING SALE		11/08/97	14,010.48	4,245.60		2785078
338	970654	APPALACHIAN	ACTIVE - DEFAULTTED	OUT FOR REPO	Q6-98; PENDING SALE		11/08/97	14,010.48	4,245.60		2785078
339	970526	APPALACHIAN	ACTIVE - DEFAULTTED	OUT FOR REPO	Q6-98; PENDING SALE		11/08/97	14,010.48	4,245.60		2785078
340	970581	APPALACHIAN	ACTIVE - DEFAULTTED	OUT FOR REPO	Q6-98;		11/08/97	43,926.30	15,973.20		2785078
341	7791	DB DISPOSAL	ACTIVE - DEFAULTTED	OUT FOR REPO	Q7-98; VOL REPO		11/15/97	10,875.60	6,868.80		2785078
342	969165	J & L EXPRESS	ACTIVE - DEFAULTTED	OUT FOR REPO	Q7-98		12/19/98	10,589.20	18,073.34		3134281
343	970941	SCE	ACTIVE - DEFAULTTED	OUT FOR REPO	Q7-98;		09/30/97	18,615.24	14,478.52		3232020
344	960987	FARMER TRUCKING	ACTIVE - DEFAULTTED	OUT FOR REPO	Q7-98		02/01/98	41,059.08	10,868.58		3465200

LFI Finance Corp III Lease Status Report as of 11/7/98

A	B	C	D	E	F	G	H	I	J	K	L
1	Lease#	CUSTOMER NAME	LEASE CODE	STATUS	LEASE COMMENTS	SOLD-\$s	OLDEST	GROSS	CURRENT	UNAPPLIE	Cash#
345	ConvLease#	7613	ACTIVE - DEFAULTED	OUT FOR REPO	07/98; LAST PAY 8/98		11/14/97	34,810.23	9,764.00		3863019
346	790902	LIN-FERRY TOWING	ACTIVE - DEFAULTED	OUT FOR REPO	07/98; NO PAY		04/28/97	3,720.08	10,097.36		3808068
347	970633	GARY KUBICK/VANTIME	ACTIVE - DEFAULTED	OUT FOR REPO	06/98		06/25/98	8,643.10	4,549.00		4335199
348	970722	R&S TRUCKING	ACTIVE - DEFAULTED	OUT FOR REPO	07/98		03/22/98	2,991.74	1,259.68		4335199
349	970833	R&S TRUCKING	ACTIVE - DEFAULTED	OUT FOR REPO	07/98		08/25/98	8,201.73	6,906.72		4454432
350	981007	GUYNON BLUE STEM INC	ACTIVE - DEFAULTED	OUT FOR REPO	07/98		11/01/97	10,787.22	15,578.70		4481255
351	981007	FRED HILL	ACTIVE - DEFAULTED	OUT FOR REPO	CAN'T FIND LESSEE		12/01/97	8,325.90	8,325.90		4495205
352	703126	EVERADO LOPEZ	ACTIVE - DEFAULTED	OUT FOR REPO	07/98; VOL. REPO		02/01/98	23,068.66	12,141.40		4495815
353	970886	REYSCO, INC.	ACTIVE - DEFAULTED	OUT FOR REPO	06/98; TRUCK INVOLVED		12/08/97	29,097.00	7,759.20		4515397
354	970886	REYSCO, INC.	ACTIVE - DEFAULTED	OUT FOR REPO	07/98; TRUCK INVOLVED		12/08/97	29,097.00	7,759.20		4515397
355	970588	RENTAL COMPANY	ACTIVE - DEFAULTED	OUT FOR REPO	07/98; TRUCK INVOLVED		12/08/97	29,097.00	7,759.20		4515397
356	970704	RENTAL COMPANY	ACTIVE - DEFAULTED	OUT FOR REPO	07/98; TRUCK INVOLVED		12/08/97	29,097.00	7,759.20		4515397
357	970791	JIM LEE OIL FIELD	ACTIVE - DEFAULTED	OUT FOR REPO	07/98		12/10/97	17,609.00	9,684.95		4616397
358	970532	SONYA L. GUZMAN	ACTIVE - DEFAULTED	OUT FOR REPO	07/98		09/22/97	21,778.20	23,230.08		4577147
359	970628	ERNESTO CISNEROS	ACTIVE - DEFAULTED	OUT FOR REPO	OUT PAYING		04/01/98	25,116.21	9,589.08		4580238
360	970711	MIKE'S TRASH PIC-UP	ACTIVE - DEFAULTED	OUT FOR REPO	LAST PAY 8/97		08/18/97	7,500.08	14,062.65		4599892
361	970572	RONALD DALE BENNETT	ACTIVE - DEFAULTED	OUT FOR REPO	09/98; VOL. REPO		05/16/98	44,761.85	7,673.46		4808262
362	970521	J.C. AUTOWORKS	ACTIVE - DEFAULTED	OUT FOR REPO	09/98; VOL. REPO		05/15/98	51,623.88	7,374.84		4785227
363	970521	BRIAN JORDHEIM	ACTIVE - DEFAULTED	OUT FOR REPO	08/98; LAST PAY 10/97		06/15/98	14,227.77	9,428.51		5018009
364	970674	JAMES A. LANGLEY	ACTIVE - DEFAULTED	OUT FOR REPO	07/98		08/22/97	21,759.10	11,248.03		5244493
365	970944	ABOVE ALL TOWING	ACTIVE - DEFAULTED	OUT FOR REPO	07/98		01/22/98	40,117.44	11,199.30		5277409
366	960901	JONATHAN PRESTON	ACTIVE - DEFAULTED	OUT FOR REPO	07/98		03/22/97	35,640.00	6,190.12		5378757
367	970525	T.M. OMEGA FREIGHT, INC.	ACTIVE - DEFAULTED	OUT FOR REPO	LAST PAY 7/97		03/22/98	26,667.52	6,886.88		5510525
368	970971	FIDEL M. MADRIGAL	ACTIVE - DEFAULTED	OUT FOR REPO	07/98		03/15/98	43,485.90	12,135.60		5588419
369	970971	GARCAS TOWING	ACTIVE - DEFAULTED	OUT FOR REPO	07/98; VOL. REPO		11/17/97	34,070.72	10,020.80		5707843
370	970634	SALAS TOWING	ACTIVE - DEFAULTED	OUT FOR REPO	07/98		03/08/98	46,863.88	8,718.88	250.00	6044647
371	970542	PAUL VERGEL	ACTIVE - DEFAULTED	OUT FOR REPO	06/98; CAN'T LOCATE		01/17/97	43,485.90	12,135.60		6137853
372	970742	TATOS TOWING	ACTIVE - DEFAULTED	OUT FOR REPO	07/98		07/08/97	7,568.77	5,426.62		6044826
373	970606	DANAS WRECKER SERVICE	ACTIVE - DEFAULTED	OUT FOR REPO	07/98; TRUCK STRIPPED		06/02/97	48,398.84	18,134.86		1126832
374	961050	AMERICAN EAGLE TRUCKING	ACTIVE - DEFAULTED	OUT FOR REPO	08/98; TITLE PROBLEM		03/28/98	60,900.00	10,445.00		3147881
375	970989	PIZER TRUCKING	ACTIVE - DEFAULTED	OUT FOR REPO	06/98; OUT FOR REPO 11-		12/01/95	10,710.00	26,180.00		4554707
376	960313	Tow Jam	ACTIVE - DEFAULTED	OUT FOR REPO	07/98		02/04/97	33,982.42	31,965.24		3034419
377	970601	JEFFERS TRUCKING COMPANY	ACTIVE - DEFAULTED	OUT FOR REPO	07/98		08/06/98	6,188.00	10,898.63		6674318
378	970713	WALTER MOMAN	ACTIVE - DEFAULTED	OUT FOR REPO	07/98		02/28/98	14,693.20	6,607.44		6674318
379	970713	ROY GRANT	ACTIVE - DEFAULTED	OUT FOR REPO	07/98		03/08/98	11,697.60	7,732.55		6674318
380	970522	ANGEL TRUCKING	ACTIVE - DEFAULTED	OUT FOR REPO	08/98; \$16K SETTLEMENT		03/08/98	73,731.92	46,247.55		4103345
381	960877	ANGEL TRUCKING	ACTIVE - DEFAULTED	OUT FOR REPO	08/98; \$15K SETTLEMENT		03/08/98	73,731.92	46,247.55		4103345
382	960877	GUESS WRECKER SVC	ACTIVE - DEFAULTED	OUT FOR REPO	08/98; \$15K SETTLEMENT		03/08/98	73,731.92	46,247.55		4103345
383	960877	GUESS WRECKER SVC	ACTIVE - DEFAULTED	OUT FOR REPO	08/98; \$15K SETTLEMENT		03/08/98	73,731.92	46,247.55		4103345
384	705125	JB STAR TOW SPECIALTIES	TERMINATED	Jan-98				33,858.82	-734.16	10,241.70	4998840
385	070622	ANGEL TRUCKING	TERMINATED	Jan-98				21,290.64	-1,337.70		5674318
386	060715	MICHAEL B. BEST	TERMINATED	Feb-98				20,065.50	-1,337.70		0085029
387	705122	MICHAEL SCHROEDER	TERMINATED	Mar-98				31,770.30	-705.01		4156690
388	960750	BURKE TRUCKING	TERMINATED	Jun-98				4,935.07	-705.01		2072455
389	960749	KEENE TRUCKING	TERMINATED	Jun-98				20,418.00			3055662
390	960749	KEN LEJUENE TRUCKING	TERMINATED	Jul-98				38,980.80			4184111
391	960749	GULDY TRUCKING	TERMINATED	Jul-98				48,964.66		0.70	0106683
392	970586	SEMINOLE AUTO TRANSPORT,	TERMINATED	Jul-98				10,264.32			2784800
393	705130	KEENE TRUCKING	TERMINATED	Jul-98				11,086.04			3055682

LFI Finance Corp III Lease Status Report as of 11/7/98

A	B	C	D	E	F	G	H	I	J	K	L
Lease#	Lease#	CUSTOMER NAME	LEASE CODE	STATUS	LEASE COMMENTS	SOLD - \$S	OLDEST	GROSS	CURRENT	UNAPPLIE	CUS#
1	970525	SOLMONSON TRUCKING	TERMINATED	JUL-98	SOLD	\$4,675.00		21,327.52		5,339.92	3747203
394	970525	BLUE LINE WASTE, INC.	TERMINATED	JUL-98	SOLD	\$38,706.30		38,661.30			5674841
395	970567	JAMES FROIO	TERMINATED	AUG-98		\$18,377.07		18,331.92			0244684
396	970567	T.T. TRUCKING	TERMINATED	AUG-98		\$10,520.86		10,474.86			4304384
397	960784	HUMPHRIES TRUCKING	TERMINATED	AUG-98		\$38,511.57		44,717.76	-1,826.70		4345668
398	970445	TOWING EXPRESS	TERMINATED	AUG-98		\$42,360.78		49,102.56	-1,141.92		5637526
389	970465	EDWARD C. HORTON	TERMINATED	AUG-98	LEASE ASSUMED			16,991.78		1,960.59	3654641
400	970167	TRANSCAR	TERMINATED	AUG-98	Q7-98, SOLD	\$14,682.47		31,168.10	-742.05		4824755
401	970338	SOUTHERN MFG. HOMES	TERMINATED	AUG-98	SOLD	\$12,917.40		63,092.92			4378673
402	970331	MAXWELL TRUCKING	TERMINATED	AUG-98	SOLD	\$3,500.00		13,479.48	-481.41	481.41	4464471
403	970331	MARCOS TRUCKING	TERMINATED	SEP-98		\$10,098.66		6,749.30	-1,349.66		2263708
404	960370	P&M TRUCKING	TERMINATED	SEP-98	SOLD	\$5,072.60		26,314.47			2447413
405	960370	BOBBY PILKINTON TRUCKING	TERMINATED	SEP-98	SOLD	\$15,413.00		35,613.26	1,042.47		2527010
406	9606108	STANTZ TRUCKING	TERMINATED	SEP-98	SOLD	\$12,915.00		11,960.00	-920.00		3116621
407	9606108	CARLTON LUMBER	TERMINATED	SEP-98		\$8,489.35		8,423.35	-67.85		4294659
408	9606108	JOES TOWING	TERMINATED	SEP-98		\$8,422.77		5,656.03			5488236
409	9606108	JOES TOWING	TERMINATED	SEP-98		\$5,715.86		4,879.98			5498236
410	9606108	JOES TOWING	TERMINATED	SEP-98		\$26,635.19		26,194.74			6071208
411	9606108	ROSENBERGER EXCAVATING	TERMINATED	SEP-98	Q7-98			17,680.12			1593535
412	970659	L.B. TRUCKING	TERMINATED	SEP-98	VOL REPO			18,140.70	-1,067.10		4018695
413	970659	PIZER TRUCKING	TERMINATED	SEP-98	SOLD	\$19,802.30		25,042.68			3147881
414	970659	DEDICATED TOWING	TERMINATED	SEP-98	SOLD	\$1,603.72		1,557.72			2258093
415	970659	ORLOVETZ ENTERPRISES	TERMINATED	SEP-98	SOLD	\$9,956.00		31,166.10	-742.05		4624765
416	970659	FEEDER PIG SPECIALIST	TERMINATED	SEP-98	SOLD	\$1,487.40		1,441.40	-144.14		4846097
417	970659	P.C.R. LOGISTICS, INC.	TERMINATED	SEP-98	SOLD	\$1,487.40		17,470.60	-499.16		4293771
418	970659	P.C.R. LOGISTICS, INC.	TERMINATED	SEP-98	SOLD	\$1,487.40		17,470.60	-499.16		4293771
419	970659	FEEDER PIG SPECIALIST	TERMINATED	SEP-98	SOLD	\$1,487.40		17,470.60	-499.16		4293771
420	970659	FEEDER PIG SPECIALIST	TERMINATED	SEP-98	SOLD	\$1,487.40		17,470.60	-499.16		4293771
421	970659	FEEDER PIG SPECIALIST	TERMINATED	SEP-98	SOLD	\$1,487.40		17,470.60	-499.16		4293771
422	970659	FEEDER PIG SPECIALIST	TERMINATED	SEP-98	SOLD	\$1,487.40		17,470.60	-499.16		4293771
423	970659	FEEDER PIG SPECIALIST	TERMINATED	SEP-98	SOLD	\$1,487.40		17,470.60	-499.16		4293771
424	970659	FEEDER PIG SPECIALIST	TERMINATED	SEP-98	SOLD	\$1,487.40		17,470.60	-499.16		4293771
425	970659	FEEDER PIG SPECIALIST	TERMINATED	SEP-98	SOLD	\$1,487.40		17,470.60	-499.16		4293771
426	970659	FEEDER PIG SPECIALIST	TERMINATED	SEP-98	SOLD	\$1,487.40		17,470.60	-499.16		4293771
427	970659	FEEDER PIG SPECIALIST	TERMINATED	SEP-98	SOLD	\$1,487.40		17,470.60	-499.16		4293771
428	970659	FEEDER PIG SPECIALIST	TERMINATED	SEP-98	SOLD	\$1,487.40		17,470.60	-499.16		4293771
429	970659	FEEDER PIG SPECIALIST	TERMINATED	SEP-98	SOLD	\$1,487.40		17,470.60	-499.16		4293771
430	970659	FEEDER PIG SPECIALIST	TERMINATED	SEP-98	SOLD	\$1,487.40		17,470.60	-499.16		4293771
431	970659	FEEDER PIG SPECIALIST	TERMINATED	SEP-98	SOLD	\$1,487.40		17,470.60	-499.16		4293771
432	970659	FEEDER PIG SPECIALIST	TERMINATED	SEP-98	SOLD	\$1,487.40		17,470.60	-499.16		4293771
433	970659	FEEDER PIG SPECIALIST	TERMINATED	SEP-98	SOLD	\$1,487.40		17,470.60	-499.16		4293771
434	970659	FEEDER PIG SPECIALIST	TERMINATED	SEP-98	SOLD	\$1,487.40		17,470.60	-499.16		4293771
435	970659	FEEDER PIG SPECIALIST	TERMINATED	SEP-98	SOLD	\$1,487.40		17,470.60	-499.16		4293771
436	970659	FEEDER PIG SPECIALIST	TERMINATED	SEP-98	SOLD	\$1,487.40		17,470.60	-499.16		4293771
437	970659	FEEDER PIG SPECIALIST	TERMINATED	SEP-98	SOLD	\$1,487.40		17,470.60	-499.16		4293771
438	970659	FEEDER PIG SPECIALIST	TERMINATED	SEP-98	SOLD	\$1,487.40		17,470.60	-499.16		4293771
439	970659	FEEDER PIG SPECIALIST	TERMINATED	SEP-98	SOLD	\$1,487.40		17,470.60	-499.16		4293771
440	970659	FEEDER PIG SPECIALIST	TERMINATED	SEP-98	SOLD	\$1,487.40		17,470.60	-499.16		4293771
441	970659	FEEDER PIG SPECIALIST	TERMINATED	SEP-98	SOLD	\$1,487.40		17,470.60	-499.16		4293771
442	970659	FEEDER PIG SPECIALIST	TERMINATED	SEP-98	SOLD	\$1,487.40		17,470.60	-499.16		4293771

LFI Finance Corp III Lease Status Report as of 11/17/98

A	B	C	D	E	F	G	H	I	J	K	L
Contract	Lease#	CUSTOMER NAME	LEASE CODE	STATUS	LEASE COMMENTS	SOLD- \$	OLDEST	GROSS	CURRENT	UNAPPLD	CURR#
443	870301	BROWN & SON TOWING	TERMINATED					48,016.08			2185653
444	980769	JERRY'S DISCOUNT TOWING	TERMINATED					16,921.92			2192241
445	980923	STEPHEN TRUCKING	TERMINATED					12,816.75			2256006
446	970541	JACK'S AUTO BODY - VA	TERMINATED					15,443.19			2263533
447	970537	HARGETT'S SANITATION SERVI	TERMINATED					860.35	859.35	859.35	2371761
448	4008	KERNERSVILLE TOWING & REC	TERMINATED					36,699.20			2427454
449	4587	WHOLESALE MOTORS	TERMINATED					5,721.48			2450078
450	5827	JOHNSTON TOWING	TERMINATED					38,334.27			2528665
451	9707119	BARBER TRUCKING	TERMINATED				0/0/00	34,574.10			2609061
452	970968	TINS AUTOBODY - FL	TERMINATED					45,007.20			2616534
453	970827	SCALLY'S LUBE & GO	TERMINATED					0.00			2615936
454	705120	TREMONT TOWING	TERMINATED					9,391.47			2617533
455	15133	WILLIAM ABERCROMBIE	TERMINATED					43,955.10			2620830
456	54222	WATFORD TRUCKING	TERMINATED					44,828.00			2626063
457	4429	GOLD COAST TOWING	TERMINATED					44,796.64			2660460
458	11105	B&M EXPRESS	TERMINATED					28,884.34			2716512
459	1043	FRANK SCHUMACHER	TERMINATED					2,393.44			2804059
460	970786	PINE TREE AUTO SALVAGE	TERMINATED					26,460.72			2823614
461	970641	TE PREME TRUCKING, INC.	TERMINATED					12,162.99			2864639
462	970596	GREATER ENTERPRISES	TERMINATED					3,717.00	-371.70		2955825
463	960964	AUTO WRECKER SERVICE	TERMINATED					33,700.10			3056399
464	970746	FOX VILLAGE TOW SERVICE	TERMINATED					17,258.56			3104776
465	960337	CARDINAL TOWING	TERMINATED					17,143.11			3185289
466	970540	CARDINAL TOWING	TERMINATED					19,426.16			3185299
467	970603	THOMAS KLEIN	TERMINATED					30,521.60			3205419
468	970548	H E MOATS TRUCKING, INC	TERMINATED				04/18/97	6,104.88	-1,017.48		3462064
469	970648	BILL'S AUTO & TRUCK - MICHIG	TERMINATED					36,660.76			3688444
470	870458	SUNRISE STARTER & ALTERNA	TERMINATED				06/02/97	18,636.80			3747666
471	708120	SCOTT POMEROY	TERMINATED					29,384.70	-682.90	2,655.89	3749239
472	970746	TEC ENGINEERING	TERMINATED					10,238.61			3766878
473	704123	DOCTOR TOW OF MICHIGAN	TERMINATED					13,519.92			3827633
474	870758	CRAIG L. GARONER	TERMINATED				08/20/97	14,378.08	-756.74		3856031
475	980731	RK TOWING, INC.	TERMINATED					13,455.68			3874444
476	5169	J & L RETRUM TRANSPORTATIO	TERMINATED					13,561.40			3976034
477	980746	BC TOWING	TERMINATED				10/15/96	21,787.38			4076952
478	970846	CANIS TRANSPORT, INC.	TERMINATED					116,548.20			4088082
479	970933	CANIS TRANSPORT, INC.	TERMINATED					28,912.45			4088082
480	980465	RAK TRUCKING	TERMINATED					15,121.60			4248275
481	8708108	T.T. TRUCKING	TERMINATED					24,532.20	1,168.20		4304394
482	980973	REMAJEN TRUCKING	TERMINATED					21,600.67			4329841
483	980712	LEJEUNE TRUCKING	TERMINATED					27,210.88			4377412
484	970706	DIVERSIFIED OUTDOOR SE	TERMINATED					8,483.02	605.83	1,548.86	4475244
485	980925	JIM NOEY CONSTRUCTION	TERMINATED					16,494.30			4510210
486	9707103	CRUZ TRUCKING	TERMINATED					37,002.00			4518977
487	4049	SALAS TOWING	TERMINATED					3,126.82			4525457
488	980982	OLMOS PARK PAINT & BODY	TERMINATED					66,429.65			4545813
489	980872	B & E CONTRACTORS	TERMINATED				12/26/96	3,585.87	398.43		4575493
490	58232	B & E CONTRACTORS	TERMINATED				12/26/96	3,585.87	398.43		4575493
491	9606103	B & E CONTRACTORS	TERMINATED				12/26/96	3,585.87	398.43		4575493

LFI Finance Corp III Lease Status Report as of 11/7/98

A	B	C	D	E	F	G	H	I	J	K	L
Conv#	Lease#	CUSTOMER NAME	LEASE CODE	STATUS	LEASE COMMENTS	SOLD.\$S	OLDEST	GROSS	CURRENT	UNAPPLIE	Cust#
1	970730	B & E CONTRACTORS	TERMINATED				10/28/98	15,665.76	-474.72		4515493
492	970528	B & E CONTRACTORS	TERMINATED				12/28/98	15,665.76	-474.72		4515493
493	951201	B & E CONTRACTORS	TERMINATED				12/28/98	15,665.76	-474.72		4515493
494	970724	ORTIZ TRUCKING	TERMINATED					47,991.72			4591389
495	970757	CARROLL TOWING	TERMINATED					19,784.67			4596633
496	970658	ROBINSON DECORATIVE STON	TERMINATED					10,417.84	-1,302.23		4597263
497	805002	GRIMES TRANSPORTATION	TERMINATED					33,900.16			4802296
498	805002	GRIMES TRANSPORTATION	TERMINATED					74,837.07			4802296
499	961218	GRIMES TRANSPORTATION	TERMINATED					29,594.52	-742.05		4611731
500	970743	ROADRUNNER CLEANING SERV	TERMINATED					31,166.10			4624165
501	970527	TRANSCAR	TERMINATED					31,166.10	-742.05	742.05	4824755
502	705123	TRANSCAR	TERMINATED					56,182.71			4827768
503	970559	SOUTHWEST WRECKER	TERMINATED					10,398.20			4837662
504		XL LEASE, INC	TERMINATED					10,918.11			4837662
505	980711	LEWIS TRUCKING COMPANY	TERMINATED					31,079.84			4838645
506	980840	A PLUS 24 HOUR TOWING	TERMINATED					32,655.52			4843938
507	970625	WHITE TRUCKING	TERMINATED					65,262.16			4660818
508		WHITE TRUCKING	TERMINATED					68,695.12			
509	970543	CAPLEMAN TRUCKING	TERMINATED					22,382.31			4882285
510	970958	ALLSTATE #2	TERMINATED					11,052.72			4866861
511	861202	B & L AUTOMOTIVE - TEXAS	TERMINATED					77,756.00			4867450
512		R.L. WOODARD CO. INC.	TERMINATED					9,650.86			4872881
513	9707107	R.L. WOODARD CO. INC.	TERMINATED					9,550.86	329.34		4872881
514	980718	R.L. WOODARD CO. INC.	TERMINATED					9,550.86			4872881
515	980718	R.L. WOODARD CO. INC.	TERMINATED					9,550.86			4872881
516	961116	R.L. WOODARD CO. INC.	TERMINATED					9,550.86			4872881
517	980642	R.L. WOODARD CO. INC.	TERMINATED					9,550.86			4872881
518	970744	UPTOWN TOWING	TERMINATED					21,641.06			4872881
519	961058	QUALITY SERVICES	TERMINATED				11/09/96	19,030.39	-1,221.58		4894078
520	705126	JB STAR TOW SPECIALTIES	TERMINATED				05/16/97	52,527.94	-1,337.25	11,191.70	4998840
521	970570	ESTES TRUCKING	TERMINATED				10/08/97	25,982.70	2,698.27		5015266
522	961016	MYRON SCHEPP	TERMINATED								5104877
523	960716	MP TELECOM, INC	TERMINATED					30,608.84			5233364
524	960854	ANYTIME TOWING	TERMINATED				07/06/97	32,007.00			5277409
525	961060	ABOVE ALL TOWING	TERMINATED					25,509.69			5352694
526	961060	ABOVE ALL TOWING	TERMINATED								5352694
527	980713	ATORES STATEWIDE TOW	TERMINATED								5357871
528	980713	LIGHTNING TOWING	TERMINATED				10/16/98	21,762.66	182.76		5357871
529	960710	SOUTH COAST TOWING	TERMINATED					18,094.55	-588.18		5455553
530	970642	ADVANCED TOWING - CALIFOR	TERMINATED					18,094.55			5474530
531	970982	ADVANCED TOWING - CALIFOR	TERMINATED					28,688.86			5526114
532		ALL CITY TOWING	TERMINATED								5543566
533	961215	JC TOWING	TERMINATED								5547394
534		STAR WEST MOTORS	TERMINATED					28,474.32		1,473.61	5553133
535		L&J TRUCKING	TERMINATED					16,254.00	-812.70		5556319
536	702124	LARRY'S AUTOMOTIVE	TERMINATED				01/24/97	59,899.50	-1,331.10	25,475.00	5673338
537	960977	KO TOWING	TERMINATED					55,556.60			5711073
538		FAT MICHAELS TOWING	TERMINATED					10,744.32			5725074
539		SENOBAN TOWING	TERMINATED					12,284.88			5725074
540	980720	SENOBAN TOWING	TERMINATED								5725074

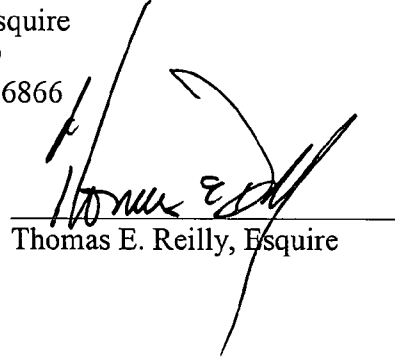
LFI Finance Corp III Lease Status Report as of 11/7/88

A	B	C	D	E	F	G	H	I	J	K	L
1	Lease#	CUSTOMER NAME	LEASE CODE	STATUS	LEASE COMMENTS	SOLD-\$S	OLDEST	GROSS	CURRENT	UNAPPLIE	CUS#
541	870501	G & R COLLISION	TERMINATED					24,729.39		1,379.54	5766223
542	5715	WESTLAND TRUCKING	TERMINATED					19,335.00			5900458
543	960641	A ACTION TOWING	TERMINATED								5902031
544	1326	BUSINESS CAPITAL SALES GR	TERMINATED					6,035.58			6095412
545	970718	FIELD'S TOWING	TERMINATED								6147756
546	4062	SPEEDWAY TOWING	TERMINATED								6163212
547	970762	WHITE'S TREE SERVICE	TERMINATED					885.48			7035473
548	970650	BUSHROD DISPOSAL SERVICE,	TERMINATED					1,281.48			7045218
549	970690	PRO LINE INC	TERMINATED					16,240.00			7048242
550	970721	JACKS BODY SHOP & WRECKE	TERMINATED					10,629.74			7139470
551	970716	TEXAS GASAHOL	TERMINATED					9,732.24			7173844
552	960717	MULIAWS GARAGE	TERMINATED					20,918.19			7418956
553	970668	AMERICAN WRECKER SERVICE	TERMINATED					18,505.00	-926.25		8132372
554	970619	PROFESSIONAL G & M TOWING	TERMINATED					48,206.52			9189658
555	970308	PARMELEY WRECKER SERVICE	TERMINATED					26,563.60			2150667
556	970316	COMPLETE TOWING &	TERMINATED					85,728.09	-1,398.47		4964893
557	970692	GILMORE TRUCKING	TERMINATED								

CERTIFICATE OF SERVICE

I, Thomas E. Reilly, Esquire, hereby certify that a true and correct copy of the Submission in Accordance with Order of Court Dated June 17, 2002 was mailed via First Class United States mail, postage prepaid, on the 26th day of June, 2002 to the following:

John R. Carfley, Esquire
P.O. Box 249
Philipsburg, PA 16866



Thomas E. Reilly, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

CENTERPOINTE FINANCIAL
SERVICES, LLP, Successor to
Leaseline Financial, Inc.

-VS-

MICHAEL S. STEWART

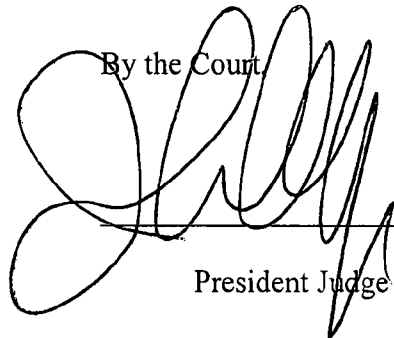
:
:
:
:

No. 01 - 200 - CD

ORDER

NOW, this 5th day of July, 2002, upon consideration of Plaintiff's Motion for Summary Judgment and Plaintiff's brief thereon, it is the ORDER of this Court that Summary Judgment be and is hereby entered in favor of Plaintiff and against the Defendant in the sum of \$93,489.68.

By the Court



President Judge

FILED

JUL 05 2002

0/2:55/uy
William A. Shaw
Prothonotary



sent to Amy Reilly
+
CARLES

FILED

JUL 05 2002

William A. Shaw
Prothonotary