

01-1486-CD  
GENERAL MOTORS ACCEPTANCE -vs- MICHAEL J. ZIMMERMAN et al  
CORPORATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GENERAL MOTORS ACCEPTANCE  
CORPORATION, a corporation,

Plaintiff

vs.

MICHAEL J. ZIMMERMAN and BAMBI  
L. ZIMMERMAN

Defendant

Address for Plaintiff:  
c/o Russell R. Sanders, Esquire  
3030 USX Tower, Pgh., PA 15219-2782

Address for Defendant:  
MICHAEL J. ZIMMERMAN  
RR #2, Box 109  
Clearfield PA 16830  
BAMBI L. ZIMMERMAN  
RR #2, Box 109  
Clearfield PA 16830

**FILED**

**OCT 18 2001**

William A. Shaw  
Prothonotary

CIVIL DIVISION

NO. 2001-01486-CD

CIVIL ACTION--Contract

PRAECIPE FOR DEFAULT JUDGMENT

FILED ON BEHALF OF:

GENERAL MOTORS ACCEPTANCE  
CORPORATION, Plaintiff

COUNSEL OF RECORD  
FOR THIS PARTY:

RUSSELL R. SANDERS, ESQ.  
PA ID NO. 36636

MAY, LONG & SANDERS  
FIRM NO. 475  
3030 USX TOWER  
PITTSBURGH, PA 15219-2782  
(412) 471-2822

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

GENERAL MOTORS ACCEPTANCE  
CORPORATION, a corporation,

Plaintiff

vs.

MICHAEL J. ZIMMERMAN and BAMBI L.  
ZIMMERMAN

Defendant

NO. 2001-01486-CD

CIVIL ACTION--Contract

**PRAECIPE FOR DEFAULT JUDGMENT**

TO THE PROTHONOTARY:

Kindly enter a judgment in favor of the Plaintiff and against the Defendants, MICHAEL J. ZIMMERMAN and BAMBI L. ZIMMERMAN, in the above-captioned matter for failure to file an answer to Plaintiff's Complaint within 20 days of service thereof; and assess the Plaintiff's damages in the amount of \$8,526.03.

I HEREBY CERTIFY that a written notice of intention to file this Praecipe for Judgment was mailed via ordinary U.S. Mail, postage prepaid, to the Defendants on October 5, 2001, a copy of which is attached hereto.

MAY, LONG & SANDERS

BY:



Russell R. Sanders, Esquire  
Attorney for Plaintiff

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

GENERAL MOTORS ACCEPTANCE  
CORPORATION,

Plaintiff

vs.

MICHAEL J. ZIMMERMAN and BAMBI  
L. ZIMMERMAN,

Defendant

)  
)  
) NO. 2001-01486-CD  
)  
)  
)  
)  
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)  
)

**NOTICE OF PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT**

TO: MICHAEL J. ZIMMERMAN and BAMBI L. ZIMMERMAN

Date of Notice: October 5, 2001

**IMPORTANT NOTICE**

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

**DAVID S. MEHOLICK  
COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PENNSYLVANIA 16830  
Telephone: (814) 765-2641, Extension 5982**

MAY, LONG & SANDERS, P.C.

By



Russell R. Sanders, Esquire  
MAY, LONG & SANDERS  
3030 USX Tower  
Pittsburgh, PA 15219  
(412) 471-2822

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

General Motors Acceptance Corporation  
Plaintiff(s)

No.: 2001-01486-CD

Real Debt: \$8,526.03

Atty's Comm:

Vs.

Costs: \$

Int. From:

Michael J. Zimmerman  
Bambi L. Zimmerman  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: October 18, 2001

Expires: October 18, 2006

Certified from the record this 18th of October, 2001

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William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

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Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

GENERAL MOTORS ACCEPTANCE  
CORPORATION, a corporation.

Plaintiff

vs.

MICHAEL J. ZIMMERMAN and BAMBI L.  
ZIMMERMAN

Defendant

NO. 2001-01486-CD

CIVIL ACTION--Contract

NOTICE OF JUDGMENT

TO: MICHAEL J. ZIMMERMAN and BAMBI L. ZIMMERMAN

You are hereby notified that a Judgment was entered against you in the above-captioned case on October 18, 2001.

The Judgment is as follows:

Judgment in the amount of \$8,526.03.

By

  
Deputy

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

GENERAL MOTORS ACCEPTANCE  
CORPORATION, a corporation,

Plaintiff

vs.

MICHAEL J. ZIMMERMAN and BAMBI L.  
ZIMMERMAN

Defendant

NO. 2001-01486-CD

CIVIL ACTION--Contract

**NOTICE OF JUDGMENT**


TO: MICHAEL J. ZIMMERMAN and BAMBI L. ZIMMERMAN

You are hereby notified that a Judgment was entered against you in the above-captioned case on: October 18, 2001

The Judgment is as follows:

Judgment in the amount of \$8,526.03.

By

  
Deputy

FILED

OCT 18 2001  
M.B. O'Brien  
William A. Shaw  
Prothonotary

Sandwich \$20.00  
NOT to Pay.  
Statement atty.  
~~K.B.~~



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GENERAL MOTORS ACCEPTANCE  
CORPORATION,

Plaintiff

vs.

MICHAEL J. ZIMMERMAN and BAMBI L.  
ZIMMERMAN,

Defendant

CIVIL DIVISION

NO. 01-1486-CO

COMPLAINT

CIVIL ACTION--Contract

FILED ON BEHALF OF:

GENERAL MOTORS ACCEPTANCE  
CORPORATION  
Plaintiff

COUNSEL OF RECORD  
FOR THIS PARTY:

RUSSELL R. SANDERS, ESQUIRE  
PA I.D. #36636

MAY, LONG & SANDERS, P.C.  
FIRM #475  
3030 USX TOWER  
PITTSBURGH, PA 15219-2782  
(412) 471-2822

**FILED**

SEP 07 2001

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

GENERAL MOTORS ACCEPTANCE  
CORPORATION,

Plaintiff

vs.

MICHAEL J. ZIMMERMAN and BAMBI L.  
ZIMMERMAN,

Defendant

NO.

CIVIL ACTION--Contract

**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 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 OR KNOW A LAWYER, THEN YOU SHOULD GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

**DAVID S. MEHOLICK  
COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PENNSYLVANIA 16830  
Telephone: (814) 765-2641, Extension 5982**

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

GENERAL MOTORS ACCEPTANCE  
CORPORATION,

Plaintiff

vs.

MICHAEL J. ZIMMERMAN and BAMBI L.  
ZIMMERMAN,

Defendant

NO.

CIVIL ACTION--Contract

COMPLAINT

AND NOW, comes the Plaintiff, GENERAL MOTORS ACCEPTANCE CORPORATION, a corporation, and through its attorneys, MAY, LONG & SANDERS, and RUSSELL R. SANDERS, ESQUIRE, makes the following Complaint in Civil Action--Contract:

1. The Plaintiff, GENERAL MOTORS ACCEPTANCE CORPORATION, is a Delaware corporation registered to do business in Pennsylvania, with its principal offices located in Michigan and maintaining an office for the transaction of business at P O Box 7041, Troy, Michigan, 48007, and is in the business of accepting the assignment of Motor Vehicle Instalment Sale Contracts.

2. The Defendants, MICHAEL J. ZIMMERMAN and BAMBI L. ZIMMERMAN, are individuals residing at RR #2, Box 109, Clearfield, Pennsylvania, 16830.

3. On October 7, 2000, Osburn Buick-Pontiac-GMC Truck, Inc., 501 Liberty Boulevard, Dubois, PA, 15801, leased a 2001 Pontiac Aztek, bearing Serial No.3G7DA03E31S516089, to said Defendants under a Lease Agreement, a copy of which is attached hereto, made a part hereof, and marked Exhibit A.

4. The Lease Agreement requires the Defendants to make 36 monthly lease payments of \$480.41 each on the date specified on said Lease Agreement.

5. On or about October 7, 2000, the lessor under said Lease Agreement, for value received, assigned and transferred to the said Plaintiff its right, title and interest in the said Lease Agreement and the property covered thereby. Said assignment is endorsed on the front of said Lease Agreement as will more fully appear on the reference to Exhibit A of this Complaint. Due notice of this assignment was given to the Defendants.

6. Defendants made monthly payments under the Lease Agreement until November 7, 2000, at which time the said Defendants defaulted in the payments under said Lease Agreement and made no further payments to Plaintiff.

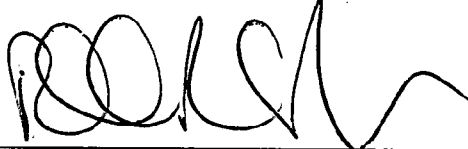
7. Said vehicle was then peaceably repossessed by Plaintiff on January 9, 2001, and after due notice to Defendants was resold on March 28, 2001 for \$17,000.00, said amount being the best price obtainable.

8. That after application of the amount received on the resale of the vehicle, after applicable repossession expenses, there remained a balance due the Plaintiff of \$8,526.03.

WHEREFORE, Plaintiff demands judgment against the Defendants in the amount of \$8,526.03 upon the foregoing Complaint in Civil Action--Contract.

MAY, LONG & SANDERS

BY:

A handwritten signature in black ink, appearing to read 'Russell R. Sanders', written over a horizontal line.

RUSSELL R. SANDERS, ESQUIRE  
Attorney for Plaintiff

# GMAC SMARTLEASE<sup>SM</sup> AGREEMENT — Monthly Payment

133

3147-003078

LESSEE (and CO-LESSEE) ("You") name and address, including county

MICHAEL J ZIMMERMAN  
BARBRI L ZIMMERMAN  
RD 2 BOX 109  
CLEARFIELD (CLEARFIELD) PA 16830

LESSOR (Retailer)

OSBORN BUICK PONTIAC GMC TRUCK INC  
501 LIBERTY BLVD P.O. BOX 524  
DUBOIS PA 15801

This is an agreement to lease a vehicle. This is not a purchase agreement. You are not buying the vehicle. By signing this lease, you agree to everything on the front and back. "We," "us," and "our" refer to Lessor named above and any assignee. An "assignee" is a person to whom this lease is assigned (if it is assigned).

## THE VEHICLE YOU ARE LEASING

New/Used	Year	Make & Model	Body Style	Vehicle ID#	Mileage	Primary Use
N	2001	PONTIAC AZTEK	SW	3G7DA03E31S516089	10	<input type="checkbox"/> Personal, Family or Household <input type="checkbox"/> Business or Agricultural

Dealer Installed Options:

## FEDERAL CONSUMER LEASING ACT DISCLOSURES

Amount Due at Lease Signing or Delivery (Itemized Below)	Monthly Payments	Other Charges (not part of your monthly payment)	Total of Payments (The amount you will have paid by the end of the lease.)
\$ 1,094.91	Your first monthly payment of \$ 480.41 is due on 10/7/2000, followed by 35 payments of \$ 480.41 due on the 7TH of each month. The total of your monthly payments is \$ 17,294.76.	Disposition fee (if you do not purchase the vehicle) \$ Total \$ 0.00	\$ 17,409.26

## Itemization of Amount Due at Lease Signing or Delivery

Amount Due at Lease Signing or Delivery:	How the Amount Due at Lease Signing or Delivery will be paid:
Capitalized cost reduction \$ 0.00	Net trade-in allowance \$ 0.00
First monthly payment \$ 480.41	Rebates and noncash credits (0.00) (0.00) (0.00) \$ 0.00
Refundable security deposit \$ 500.00	Amount to be paid in cash \$ 1,094.91
Title fees \$ 22.50	
Registration fees \$ 46.00	
Sales/use tax \$ 0.00	
DOC FEE (36.00) LIEN FEE (5.00) TIRE TAX (5.00) \$ 46.00	
Total \$ 1,094.91	Total \$ 1,094.91

## Your monthly payment is determined as shown below:

Gross capitalized cost. The agreed upon value of the vehicle (\$ 25,350.00) and any items you pay for over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance) .....	\$ 25,750.00
Capitalized cost reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash you pay that reduces the gross capitalized cost .....	- \$ 0.00
Adjusted capitalized cost. The amount used in calculating your base monthly payment .....	= \$ 25,750.00
Residual value. The value of the vehicle at the end of the lease used in calculating your base monthly payment .....	= \$ 12,030.00
Depreciation and any amortized amounts. The amount charged for the vehicle's decline in value through normal use and for other items paid over the lease term .....	= \$ 13,720.00
Rent charge. The amount charged in addition to the depreciation and any amortized amounts .....	+ \$ 2,146.64
Total of base monthly payments. The depreciation and any amortized amounts plus the rent charge .....	= \$ 15,866.64
Lease term. The number of months in your lease .....	+ 36
Base monthly payment .....	= \$ 440.74
Monthly sales/use tax (estimated) .....	+ \$ 39.67
Total monthly payment .....	= \$ 480.41

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

Excessive Wear and Use. You may be charged for excessive wear based on our standards for normal use and for mileage in excess of 15,000 miles per year at the rate of \$ 15. per mile.

Purchase Option at End of Lease Term. You have an option to buy the vehicle at the end of the lease term for \$12,530.00, plus official fees and taxes.

Other Important Terms. See your lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, and insurance.

## 1. ITEMIZATION OF GROSS CAPITALIZED COST.

Agreed upon value of the vehicle .....	\$ 25,350.00
GMAC administrative fee .....	+ \$ 400.00
License/registration/title fees .....	+ \$ 0.00
Sales tax .....	+ \$ 0.00
Other tax (describe) .....	+ \$ 0.00
Optional service contract .....	+ \$ 0.00
Optional life insurance .....	+ \$ 0.00
Optional disability insurance .....	+ \$ 0.00
Gross Capitalized Cost .....	= \$ 25,750.00

## 2. THE VEHICLE YOU ARE TRADING.

(year)	(make)	(model)
Gross trade-in value .....	\$ 0.00	
Payoff .....	- \$ 0.00	
Net trade-in value .....	= \$ 0.00	

3. OFFICIAL FEES AND TAXES. You will pay all government license, title, registration, testing, and inspection fees for the vehicle. You will pay all taxes on the lease or the vehicle that the government levies on you, the vehicle, or us (except our net income taxes). We may change your monthly payment if taxes change. We may bill you separately for official fees and taxes.

TOTAL ESTIMATED FEES AND TAXES YOU MUST PAY DURING LEASE .....	\$ 1,578.62
Title fees .....	\$ 22.50
Registration fees .....	\$ 108.00

7. OPTIONAL LIFE AND DISABILITY INSURANCE. We do not require life or disability insurance. If you sign below, we will try to get the coverage(s) checked for the lease term. We will include the premium in your base monthly payment. A notice you receive when you sign this lease describes the coverage(s). The insurance may not cover taxes and other amounts due besides the base monthly payment.

Insurer Name N/A  
Address \_\_\_\_\_

☐ Life Insurance (☐ Lessee ☐ Co-Lessee ☐ Both) Premium \$  
Coverage Limit \$  
☐ Disability Insurance (Lessee Only) Premium \$  
Monthly Coverage Limit \$

Lessee's Signature \_\_\_\_\_ Age \_\_\_\_\_  
Co-Lessee's Signature \_\_\_\_\_ Age \_\_\_\_\_

8. WARRANTY AND EXCLUSION OF WARRANTY. You have the benefit of any warranty checked below.

☒ Standard manufacturer's warranty

☐ Warranty papers that are separate from this lease state any coverage limits. We are giving you a warranty that the vehicle conforms to the description in this lease.

THERE ARE NO OTHER EXPRESS WARRANTIES ON THE VEHICLE. WE MAKE NO IMPLIED WARRANTY OF MERCHANTABILITY. THERE IS NO WARRANTY THAT THE VEHICLE IS FIT FOR A PARTICULAR PURPOSE.

9. OPTIONAL SERVICE OR MAINTENANCE CONTRACT.

Capitalized cost reduction. The amount of any reduction in the capitalized cost of the vehicle.	= \$	25,350.00
Adjusted capitalized cost. The amount used in calculating your base monthly payment.	= \$	12,030.00
Residual value. The value of the vehicle at the end of the lease used in calculating your base monthly payment.	= \$	13,720.00
Depreciation and any amortized amounts. The amount charged for the vehicle's decline in value through normal use and for other items paid over the lease term.	= \$	2,146.64
Rent charge. The amount charged in addition to the depreciation and any amortized amounts.	= \$	15,866.64
Total of base monthly payments. The depreciation and any amortized amounts plus the rent charge.	= \$	36
Lease term. The number of months in your lease.	= \$	440.74
Base monthly payment.	= \$	39.67
Monthly sales/use tax (estimated).	= \$	0.00
Total monthly payment.	= \$	480.41

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

Excessive Wear and Use. You may be charged for excessive wear based on our standards for normal use and for mileage in excess of 15,000 miles per year at the rate of \$0.15 per mile. Purchase Option at End of Lease Term. You have an option to buy the vehicle at the end of the lease term for \$12,530.00, plus official fees and taxes. Other Important Terms. See your lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, and insurance.

### 1. ITEMIZATION OF GROSS CAPITALIZED COST.

Agreed upon value of the vehicle	\$25,350.00
GMAC administrative fee	+ \$ 400.00
License/registration/title fees	+ \$ 0.00
Sales tax	+ \$ 0.00
Other tax (describe)	+ \$ 0.00
Optional service contract	+ \$ 0.00
Optional life insurance	+ \$ 0.00
Optional disability insurance	+ \$ 0.00
	+ \$ 0.00
	+ \$ 0.00
Gross Capitalized Cost	= \$25,750.00

### 2. THE VEHICLE YOU ARE TRADING.

	(year)	(make)	(model)
Gross trade-in value			0.00
Payoff			- \$ 0.00
Net trade-in value			= \$ 0.00

3. OFFICIAL FEES AND TAXES. You will pay all government license, title, registration, testing, and inspection fees for the vehicle. You will pay all taxes on the lease or the vehicle that the government levies on you, the vehicle, or us (except our net income taxes). We may change your monthly payment if taxes change. We may bill you separately for official fees and taxes.

TOTAL ESTIMATED FEES AND TAXES YOU MUST PAY DURING LEASE	\$ 1,578.62
Title fees	\$ 22.50
Registration fees	\$ 108.00
License fees	\$ 20.00
Sales/use taxes (including tax on capitalized cost reduction)	\$ 1,428.12
Excise taxes	\$ 5.00
Personal property taxes	\$ 0.00
Other (describe)	\$ 0.00

4. LATE CHARGE. If you do not pay a monthly payment in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.

5. EXCESS MILEAGE CHARGE. The total allowed mileage on the odometer at lease end is: Starting odometer mileage 10 miles Base mileage allowance + 45,000 miles Purchased extra miles + 0 miles Total allowed mileage = 45,010 miles.

You are paying \$ N/A for extra miles. At scheduled lease end, we will credit you with \$ N/A per mile for each unused extra mile you purchased. There will be no credit if the lease ends early, you buy the vehicle, or the vehicle is a total loss.

The excess mileage charge is \$0.15 per mile for each mile beyond 45,010 miles. If the lease ends early, any excess mileage and wear charge will not be more than residual value minus the vehicle sale price. There is no excess mileage charge if you buy the vehicle.

6. CHARGE FOR FINES. If the government places a fine on the vehicle and you do not pay it promptly, we may pay it. Each time we pay a fine, you will pay us the fine plus \$20.

THIS IS THE ENTIRE AGREEMENT. This lease contains the entire agreement between you and us relating to the lease of the vehicle. Any change to the terms of this lease must be in writing and signed by you and us. No oral changes are binding. We may delay or refrain from enforcing any of our rights under this lease without losing them. Lessee (and Co-Lessee) initials

NOTICE TO LESSEE. 1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT. 2. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT.

YOU SIGNED THIS AGREEMENT AND RECEIVED A COPY AT DUBOIS FA ON 10/7/2000 (city) (state) (month) (day) (year)

LESSEE: [Signature] BY: [Signature] CO-LESSEE: [Signature]

LESSOR: OSBURN BUICK PONTIAC GMC TRUCK INC BY: Kevin E. London TITLE: Business Manager

Lessor assigns all right, title, and interest in this lease to the party identified in this lease as the intended assignee, under the terms of the lease plan dealer agreement as in effect from time to time with the assignee (the "Dealer Agreement"). Lessor also assigns all right, title, and interest in the leased vehicle to the party identified in this lease as the intended assignee, or its designee, under the terms of the Dealer Agreement.

LESSOR: OSBURN BUICK PONTIAC GMC TRUCK INC BY: Kevin E. London TITLE: Business Manager

SEE OTHER SIDE FOR OTHER IMPORTANT AGREEMENTS INCLUDING A PROHIBITION OF TRANSFER OF YOUR INTEREST.

## INSURANCE, USE, AND CARE OF THE VEHICLE

**11. REQUIRED VEHICLE INSURANCE.** You must insure the vehicle through liability and physical damage policies acceptable to us. The policies must not exclude or restrict coverage if you were to drive the vehicle, or when the driver is someone you allow to drive the vehicle or who is likely to drive the vehicle. The policies must show any additional insureds and loss payees that we require. You must give us proof of insurance when we ask. We require no other insurance.

Liability insurance must (a) cover up to \$50,000 for property damage, \$100,000 for bodily injuries to any one person, and \$300,000 for bodily injuries for any one accident, or (b) have a combined single limit of \$300,000 for bodily injuries and property damage for any one accident.

Physical damage insurance must have deductibles of no more than \$500 for collision and upset loss and \$500 for comprehensive fire and theft loss.

For trucks of 10,000 lbs. GVW or more, liability insurance must have a combined single limit of \$1,000,000 (\$5,000,000 in CT, GA, PA, RI, and VT) for bodily injuries and property damage for any one accident. The deductibles must not be more than \$1,000.

If you move to a new state, we will require coverage amounts in keeping with our requirements for the new state. We now estimate that those amounts will be the same as those in this lease, but they may be higher.

**12. USE.** You will not

- use the vehicle illegally, improperly, for hire, or as a public conveyance.
- use the vehicle in a way that your insurance policy prohibits.
- remove the vehicle from the United States, except for trips to Canada of under 60 days.
- move the vehicle to another state for more than 30 days without telling us.
- change the vehicle without our written consent.
- expose the vehicle to seizure, confiscation, forfeiture, or other involuntary transfer.

You will not let anyone else do any of these things.

**13. MAINTENANCE, REPAIRS, OPERATING EXPENSES, AND DAMAGE.** You will maintain and repair the vehicle to keep it in good condition. You will pay all maintenance, repair, and operating expenses, including gas and oil. If the odometer stops working, you must fix it immediately. You will service the vehicle as the manufacturer recommends. You will follow the manufacturer's instructions in any recall. If you don't do these things, we may do them. You will owe us our cost if we do.

When you take possession of the vehicle, you take on the risks of loss of the vehicle and of damage to it. If the vehicle is damaged, stolen, or destroyed and money becomes available from insurance, a judgment, a settlement, or the like, we will treat the money as an insurance settlement. We and/or Vehicle Asset Universal Leasing Trust will be entitled to this money. If the lease ends in connection with our receipt of the money, we will treat the money as sale proceeds.

**14. EXCESS WEAR.** Excess wear is wear that is beyond normal wear and tear. Excess wear includes: (a) glass that is damaged or that you tinted; (b) a damaged or corroded body, trim, frame, crossmember, suspension, engine, powertrain, or other mechanical part; (c) damaged paint; (d) a torn, damaged, or stained interior or trunkliner; (e) missing equipment that was in or on the vehicle when delivered and not replaced with equipment of equal quality and design (including a missing wheel, wheel cover, jack, or wheel wrench); (f) a tire (including spare) that is unsafe, is not the size and type the manufacturer recommends, is recapped or a snow tire, or has less than 1/8 inch of tread left at the shallowest point; (g) a damaged or worn brake that does not meet government safety standards; (h) oil leaks or low oil pressure; (i) a malfunctioning electrical system, battery, or lights; (j) any other condition that makes the vehicle run in a noisy, rough, improper, unsafe, or unlawful way; and (k) any other damage, whether or not insurance covers it.

**15. LIENS.** You will keep the vehicle free of liens unless we agree to them. If you do not remove any liens, we may do so. You will pay us any amount we pay to do so.

## WHEN THE LEASE CAN END

**16. SCHEDULED END.** This lease is scheduled to end one month after the last payment is due.

**17. EARLY END.** You may end this lease anytime. We may end this lease if you are in default or if the vehicle is a total loss.

**18. DEFAULT.**

You will be in default if any of these things happens:

- You do not pay on time.
- You made a material misrepresentation when you applied for this lease.
- You start a bankruptcy, receivership, or insolvency proceeding or one is started against you or your property.
- You break any other agreements in this lease.
- You do anything the law says is a default.

If you are in default, we may:

- End this lease and require you to pay the early end charge.
- Take the vehicle from you without demand. If the law permits, we may go on your property to take the vehicle.
- Sue you for damages and to get the vehicle back.
- Pursue any other remedy the law gives us.

We will exercise our rights without breach of the peace, at reasonable times and places, in a reasonable way, as the law permits. We may take and store any personal items that are in the vehicle. If you do not ask for these items back, we may dispose of them as the law allows. You will pay our reasonable expenses of taking these actions as the law allows. These expenses may include expenses of taking and storing the vehicle and attorney's fees and court costs.

## AT LEASE END

**19. VEHICLE RETURN.** At lease end, you will return the vehicle (including any dealer installed options you do not buy outright) to any reasonable place we tell you, unless you buy the vehicle.

**20. OPTION TO BUY THE VEHICLE.** You have an option to buy the vehicle only at scheduled lease end. See the front for the price. You must also pay any related official fees and taxes.

**21. ODOMETER DISCLOSURE.** Federal law requires you to tell us the vehicle's mileage in connection with a transfer of vehicle ownership. You may be fined and/or imprisoned if you do not complete the disclosure or if you make a false statement.

## WHAT YOU OWE AT LEASE END

**22. WHAT YOU OWE AT SCHEDULED END.**

(a) IF YOU BUY THE VEHICLE: If you have paid us and kept your agreements, you will owe us nothing more.

(b) IF YOU DO NOT BUY THE VEHICLE: If you have kept your agreements, you will owe us only any excess mileage charge and our estimated or actual cost of repairing excess wear. (We do not have to make repairs.)

**23. WHAT YOU OWE AT EARLY END.** In general, you will owe us any unpaid monthly payments. We will give you a credit for any unearned rent charge and a credit if we sell the vehicle for more than residual value. We will use the actuarial method to figure the unearned rent charge. (You may ask us for a written explanation of the actuarial method.) We will treat the rent charge for each monthly period as fully earned on the period's first day. We will treat each monthly payment that you made as if we received it on its due date.

You will owe us:

- The base monthly payment times the number of payments not yet due.
- Any unearned rent charge, figured by the actuarial method.
- Any surplus (see definition in this item) on the vehicle sale.
- + If there is no surplus, any early excess mileage and wear charge (see definition in this item).
- = The Total. If the Total is more than zero, you will owe us the Total. If the Total is less than zero, we will not give you a refund or credit.

You will also owe us any unpaid fees and taxes and any amounts due because you broke agreements in this lease. We will give you a credit for any amount we get because of cancellations of optional insurance or optional service or maintenance contracts.

**Definition of Surplus:** Unless you get an appraisal or gap protection applies, we will sell the vehicle at wholesale in a commercially reasonable way. If we sell the vehicle for more than residual value, the excess will be the surplus. If we sell the vehicle for the residual value or less, the surplus will be zero.

**Appraisal.** You may get a professional appraisal of the vehicle's wholesale value. If you do within a reasonable time, we will use the appraised value as the sale price when we figure the surplus (if any). But the appraiser must be an independent third party, you and we must agree on the appraiser, and you must pay for the appraisal. The appraisal will be binding.

**Gap Protection.** If the vehicle is a total loss and we get an insurance settlement, you will owe no more than the insurance deductible, plus any unpaid fees and taxes and any amounts due because you broke agreements in this lease. We will figure a Total as described in this item, but there will be no early excess mileage and wear charge. Also, the surplus will be the excess of the insurance settlement (not including the deductible) over residual value. If the Total is less than zero, we will give you a credit for the Total. If the vehicle is a total loss and we do not get an insurance settlement, there is no gap protection. You will also owe us residual value minus the vehicle's salvage value.

**Definition of Early Excess Mileage and Wear Charge:** Our estimated or actual cost of any repairs the vehicle needs because of excess wear (we do not have to make repairs), plus any excess mileage charge. This charge will not exceed residual value minus the vehicle sale price.

**24. SECURITY DEPOSIT.** If you paid a security deposit, we will use it to pay anything you owe under this lease and do not pay. We will not pay you interest on the security deposit. We will not add to the security deposit any increase or profits we receive from the security deposit. After lease end, we will give you back any part of the security deposit that is left.

## ADDITIONAL TERMS

**25. PROHIBITION OF TRANSFER OF YOUR INTEREST.** YOU WILL NOT SUBLEASE OR OTHERWISE TRANSFER ANY RIGHT OR INTEREST YOU HAVE UNDER THIS LEASE OR IN THE VEHICLE WITHOUT OUR PRIOR WRITTEN CONSENT.

**26. INDEMNITY.** You will protect us from all losses, damages, injuries, claims, demands, and expenses arising out of the condition, maintenance, use, or operation of the vehicle. You agree to indemnify, and hold harmless, us and our assigns from all such losses, damages, injuries, claims, demands, and expenses.

SEE OTHER SIDE FOR OTHER IMPORTANT AGREEMENTS.

MICHAEL J. ZIMMERMAN and BAMBI L. ZIMMERMAN

VERIFICATION

I verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information, and belief. I understand that false statement made herein are subject to the penalties of 18 Pa. Cons. Stat. Ann. Section 4904 relating to unsworn falsification to authorities.

General Motors Acceptance Corporation

Date: 8/31/01

By Carrie L. Pwalowski



FILED

SEP 07 2001

*SEP 11 54*  
William A. Shaw  
Prothonotary

*atty Sanders*

*DD \$80.00*

*See Sheet*

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 11495

GENERAL MOTORS ACCEPTANCE CORPORATION

01-1486-CD

VS.

ZIMMERMAN, MICHAEL J. and BAMBI L.

COMPLAINT

**SHERIFF RETURNS**

NOW SEPTEMBER 13, 2001 AT 12:00 PM DST SERVED THE WITHIN COMPLAINT ON  
MICHAEL J. ZIMMERMAN, DEFENDANT AT RESIDENCE, RR# 2, BOX 109, BANEY  
SETTLEMENT, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO  
MICHAEL J. ZIMMERMAN A TRUE AND ATTESTED COPY OF THE ORIGINAL  
COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: COUDRIET

NOW SEPTEMBER 13, 2001 AT 12:00 PM DST SERVED THE WITHIN COMPLAINT ON  
BAMBI L. ZIMMERMAN, DEFENDANT AT RESIDENCE, RR# 2, BOX 109, BANEY  
SETTLEMENT, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO  
BAMBI L. ZIMMERMAN A TRUE AND ATTESTED COPY OF THE ORIGINAL  
COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: COUDRIET

**Return Costs**

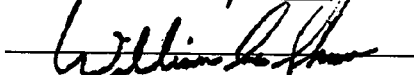
Cost	Description
26.34	SHFF. HAWKINS PAID BY: ATTY.
20.00	SURCHARGE PAID BY: ATTY.

**FILED**  
SEP 25 2001

William A. Shaw  
Prothonotary

Sworn to Before Me This

25<sup>th</sup> Day Of September 2001



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

So Answers,

  
Chester A. Hawkins  
Sheriff