

01-1786-CD  
FORD MOTOR CREDIT COMPANY -vs- MARK E. MAGILL

ORIGINAL

RECORDED

HAYT, HAYT & LANDAU

BY: ARTHUR LASHIN

IDENTIFICATION NO. 23425

ATTORNEY FOR PLAINTIFF

SIXTH FLOOR

400 MARKET STREET

PHILADELPHIA, PA 19106-2509

(215) 928-1400

FORD MOTOR CREDIT COMPANY  
One American Road  
Dearborn, Michigan 48122

vs.

MARK E. MAGILL  
RR1 Box 518 RT 53  
Phillipsburg, Pennsylvania 16866

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS  
CIVIL DIVISION

TERM,

No. 01-1786-CD

FILED

OCT 30 2001

CIVIL ACTION

William A. Shaw  
Prothonotary

**"NOTICE**

"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 A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Raymond Billotte, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641 Ex 50

**"AVISO**

"Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días, de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentir una comparecencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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

CIVIL ACTION

1. Plaintiff, Ford Motor Credit Company, is a corporation duly organized and existing under the laws of the State of Delaware, and authorized to do business in the Commonwealth of Pennsylvania, with offices located at One American Road, Dearborn, Michigan 48122.

2. Defendant(s) Mark E. Magill is/are individual(s) residing at the address(es) contained in the caption of the case.

3. On or about October 13, 1999, Defendant(s) (buyer) entered into a written Automobile Instalment Contract (hereinafter called the Contract) to purchase a "Vehicle" from a dealer (creditor) as fully described in said Contract, said purchase to be made according to the terms, prices and conditions contained within the aforesaid Contract, a true and correct copy of said Contract being attached hereto, made part hereof, and marked Plaintiff's Exhibit "A".

4. "Creditor" subsequently assigned the aforesaid Contract to Plaintiff, Ford Motor Credit Company.

5. Subsequently, Defendant(s) did default upon the aforesaid Contract by failing to make timely installment payment to Plaintiff and in accordance therewith the entire remaining balance became due and payable immediately.

6. The aforesaid Contract further provides that in the event of default, Plaintiff may repossess the "Vehicle" and sell same in accord with the terms of the aforesaid Contract.

7. The aforesaid Contract further provides that buyer agrees to pay lawyers fees and legal costs permitted by law.

8. As a consequence of the foregoing, there is currently due and owing to Plaintiff by the Defendant(s) the following sums:

BALANCE WHEN REPOSSESSED	\$23,808.55
LESS: Sale Proceeds	15,800.00
Physical Damage Insurance Premium Refund	.00
Credit Life Insurance Premium Refund	.00
Accident & Health Insurance Premium Refund	.00
Finance Charge Refund	.00
ADD: Earned but Unpaid Credit Charges	369.45
Unpaid Late Charges	30.12
Repossession Expense	<u>327.50</u>
Balance Owing	\$8,735.62
Customer Payments Received after establishment of Deficiency	.00
SUB TOTAL	\$8,735.62
Interest	655.17
Plus Attorney's fees of 20%	<u>1,878.15</u>
TOTAL DUE	\$11,268.94

9. Despite repeated demand by Plaintiff, Defendant(s) has/have failed and refused to pay the aforesaid sum.

WHEREFORE, Plaintiff demands that judgment be entered against Defendant(s) in favor of Plaintiff in the amount of \$11,268.94 together with interest and costs.

HAYT, HAYT & LANDAU

By: \_\_\_\_\_

  
Arthur Lashin, Esquire  
Attorney for Plaintiff

## PENNSYLVANIA SIMPLE INTEREST VEHICLE RETAIL INSTALLMENT CONTRACT

BPA3386-39c

DATE 10/13/99

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code)

MARK E MAGILL  
RR 1 BOX 518 RT 53  
PHILIPSBURG PA 16866

CREDITOR (Seller Name and Address)

COURTESY FORD INC  
401 PLEASANT VALLEY BLVD  
ALTOONA PA 16602

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The "Cash Price" shown below is the cash price of the vehicle. The "Total Sale Price" shown below is the credit price. By signing this contract, you choose to buy on credit under the agreements on the front and back of this contract.

New/Used	Year and Make	Model	GVW if Truck (lbs.)	Vehicle Identification Number	Use For Which Purchased
N	99 FORD	F150	GVWR	1FTRF18WXXNC22398	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trade-in 97 FORD 17305.00 17305.00

Year and Make Gross Allowance Amount Owning

## ITEMIZATION OF AMOUNTS OWING

1. Cash Price	\$ 25100.00	(1)
2. Down Payment		
Third Party Rebate Assigned To Creditor	\$ 300.00	
Cash Down Payment	\$ 400.00	
Trade-in 97 FORD	\$ 17305.00	\$ N/A
Total Down Payment	\$ 700.00	(2)
3. Unpaid Balance of Cash Price (1 minus 2)	\$ 24400.00	(3)
4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)		
To Insurance Companies for		
Credit Life Insurance (for term of contract)	\$ N/A	
Credit Disability Insurance (for term of contract)	\$ N/A	
N/A [Term Months (Estimate)]	\$ N/A	
To Public Officials (I) for license (\$ N/A), title (\$ 450), &		
registration (\$ 6.00) fees \$ 28.50		
(ii) for filing fees \$ 5.00		
(iii) for taxes (not in Cash Price) \$ 493.00	\$ 9526.50	
To for Messenger Service	\$	
To COURTESY FORD for BOC/NOTARY FEES	\$ 40.00	
To FORD MOTOR CO. for SERVICE CONTRACT	\$ N/A	
Total:	\$ 1566.50	(4)
5. Amount Financed (3 plus 4)	\$ 25966.50	(5)

## FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your downpayment of \$ 200.00
5.90 %	\$ 154.70	\$ 25966.50	\$ 30121.20	\$ 30821.20

Payment Schedule	Number of payments	Amount of Each payment	When Payments are due
Your payment schedule will be:	59 1 final	\$ 502.02 \$ 502.02	(monthly starting) 11/27/99

Prepayment: If you pay off your debt early, you will not have to pay a penalty.

Late Payment: You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 2 percent of the late amount or \$50.00 whichever is less.

Security Interest: You are giving a security interest in the vehicle being purchased.

Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

**COMMERCIAL VEHICLES:** The charge shown in the above box for late payments applies where the vehicle purchased has a gross vehicular weight of less than 15,000 pounds. If the vehicle you purchased has a gross vehicular weight of 15,000 pounds or more, you must pay a late charge on the portion of each payment received more than 10 days late. The charge is 4 percent of the late amount or \$50, whichever is less.

If you do not meet your contract obligations, you may lose the vehicle that you are financing under this contract, as well as both parts and goods put on the vehicle and money or goods received for the vehicle.

## NON-MODIFICATION DISCLOSURE

Any change in this contract must be in writing and signed by you and the Creditor.

BUYER *Mark E. Magill* CO-BUYER:

NOTICE TO BUYER	
Do not sign this contract in blank.	
You are entitled to an exact copy of the contract you sign.	
Keep it to protect your legal rights.	
BUYER SIGNS	(CO) BUYER SIGNS

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

Buyer Signs *Mark E. Magill* (Co) Buyer Signs

By signing below, the Creditor accepts this contract. If no other Assignee is named in a separate assignment, the Creditor signs this contract, the Seller assigns it to Ford Motor Credit Company.

Seller COURTESY FORD INC *Mark E. Magill* Title *Mark E. Magill*

ORIGINAL

## QUESTIONS?



PLEASE CALL US AT 1-800-727-7000

09-001

EXHIBIT "A"

## ADDITIONAL AGREEMENTS

**A. Payments and Summary Notice:** You must make all payments when they are due. You may prepay your debt at any time without penalty. This is a simple interest contract. The actual finance charge you agree to pay will depend on your payment patterns. The actual finance charge may exceed the disclosed Finance Charge if you make your payments later than the scheduled dates or in less than the scheduled amount. The Creditor will apply your payments first to the earned and unpaid part of the Finance Charge and then to the Amount Financed. The Creditor earns the Finance Charge by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time the unpaid Amount Financed is outstanding. If the vehicle is repossessed, you will not have a right to reinstate the contract unless the Creditor agrees.

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**B. Security Interest:** You give the Creditor a security interest in:

1. The vehicle and all parts or other goods put on the vehicle;
2. All money or goods received for the vehicle; and
3. All insurance premiums and service contracts financed for you.

This secures payment of all amounts you owe in this contract. It also secures your other agreements in this contract.

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**C. Use of Vehicle - WARRANTIES:** You must take care of the vehicle and obey all laws in using it. You may not sell or rent the vehicle, and you must keep it free from the claims of others. You will not use or permit the use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor. If the vehicle is of a type normally used for personal use and the Creditor or the vehicle's manufacturer, extends a written warranty or service contract covering the vehicle within 90 days from the date of this contract, you get implied warranties, if of implementation by law, for a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties.

**D. Insurance:** You must insure yourself and the Creditor against loss or damage to the vehicle. The Creditor must approve the type and amount of insurance. If the Creditor obtains a refund of insurance or service contracts, the Creditor will subtract the refund from what you owe. Whether or not the vehicle is insured, you must pay for it if it is lost, damaged, or destroyed.

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If a charge for vehicle insurance is shown on the front, the Creditor will try to buy the coverages checked for the term shown. The Creditor is not liable, though, if he cannot do so. If these coverages cost more than the amount shown for insurance, the Creditor may buy them for a shorter term or he may give you credit for the amount shown. If he cannot buy any insurance, he will give you credit for the amount shown. The credit will be made to the last payments due.

A/H

**E. Late Charge:** You will have to pay a late charge on the portion of each payment made more than ten days late. The charge is shown on the front. Acceptance of a late payment does not excuse your default or mean that you can keep making payments after they are due. The Creditor may take the steps set forth in this contract, if there is any default.

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**F. Default:** You will be in default if:

1. You do not make a payment when it is due.
2. You give false or misleading information on your credit application relating to this contract.
3. Your vehicle is seized by any local, state, or federal authority and is not promptly and unconditionally returned to you; or
4. You file a bankruptcy petition or one is filed against you; or
5. You do not keep any other promise in this contract.

If you are in default, the Creditor may require you to pay at once the unpaid Amount Financed, the earned and unpaid part of the Finance Charge and all other amounts due under this contract. He may repossess (take back) the vehicle, too. He may also take goods found in or on the vehicle when repossessed and hold them for you.

If the vehicle is taken back, he will send you a notice. The notice will say that you may redeem (buy back) the vehicle. It will also show the amount needed to redeem. You may redeem the vehicle up to the time the Creditor sells it or agrees to sell it. If you do not redeem the vehicle, it will be sold.

The Creditor will use the money from the sale, less the allowed expenses, to pay the amount still owed on this contract. Expenses paid as a direct result of having to retake the vehicle, hold it for sale, and sell it are, as permitted by law, allowed expenses. Lawyers' fees and legal costs permitted by law are allowed, too. The Creditor will pay you any money left (a surplus). You will pay any money still owing after the sale to the Creditor. If you do not pay this amount when the Creditor asks, the Creditor may charge you interest at the highest lawful rate until you pay.

**G. General:** To contact Ford Motor Credit Company about this account, call 1-800 727-7000. The law of Pennsylvania applies to this contract. If that law does not allow all of the agreements in this contract, the ones that are not allowed will be void. The rest of this contract will still be good.

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NOTICE - ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.	
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**Used Motor Vehicle Buyers Guide:** If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the vehicle. **THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

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### GUARANTY

To cause the Seller to sell the vehicle described on the front of this contract to the Buyer, on credit, each person who signs below as a "Guarantor" guarantees the payment of this contract. This means that if the Buyer fails to pay any money that is owed on this contract, each one who signs as a guarantor will pay it when asked. Each person who signs below agrees that he will be liable for the whole amount owed even if one or more other persons also signs this Guaranty. He also agrees to be liable even if the Creditor does one or more of the following: (a) gives the Buyer more time to pay one or more payments, or (b) gives a release in full or in part to any of the other Guarantors, or (c) releases any security. Each Guarantor also states that he has received a completed copy of this contract and this Guaranty at the time of signing.

Guarantor \_\_\_\_\_ Address \_\_\_\_\_

Guarantor \_\_\_\_\_ Address \_\_\_\_\_

STATE OF ARIZONA :

SS

COUNTY OF MARICOPA :

AFFIDAVIT

Tanya Schoenwolf, being duly sworn according to law, deposes and says that he/she is Admin. Clerk for Ford Motor Credit Company, and that he/she is duly authorized to take this Affidavit on behalf of Ford Motor Credit Company, and that the facts contained in the attached pleading are true and correct to the best of his/her information, knowledge and belief.

Tanya Schoenwolf

Sworn to and subscribed

before me this 16th day  
of Oct. , 2001

Sharon A. Brockner  
Notary Public



FILED

OCT 3 2001  
S. M. [illegible] at Lakin  
William A. Shaw  
Frothonotary  
Pd \$80.00

cc Sherry  
cc atty Lakin

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

Sheriff Docket # 11709

**FORD MOTOR CREDIT COMPANY**

01-1786-CD

VS.  
**MAGILL, MARK E.**

**COMPLAINT**

**SHERIFF RETURNS**

**NOW NOVEMBER 29, 2001 AT 8:10 PM EST SERVED THE WITHIN COMPLAINT  
ON MARK E. MAGILL, DEFENDANT AT RESIDENCE, RR#1 BOX 518, RT. 53,  
PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO  
LISA CONDON, ADULT AT RESIDENCE A TRUE AND ATTESTED COPY OF THE  
ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: NEVLING.**

---

**Return Costs**

<b>Cost</b>	<b>Description</b>
<b>59.94</b>	<b>SHFF. HAWKINS PAID BY: ATTY.</b>
<b>10.00</b>	<b>SURCHARGE PAID BY: ATTY.</b>

**FILED**  
01/04/2002  
DEC 12 2001

William A. Shaw  
Prothonotary

**Sworn to Before Me This**

12<sup>th</sup> Day Of December 2001  
William Shaw

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

**So Answers,**

*Chester A. Hawkins*  
My Marilyn Harris  
Chester A. Hawkins  
Sheriff *KA*



# OFFICE OF THE PROTHONOTARY

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

PROTHONOTARY

**FILED**

To: Mark E. Magill  
RR1 Box 518 RT 53  
Phillipsburg, PA 16866

JAN 09 2002

William A. Shaw  
Prothonotary

FORD MOTOR CREDIT COMPANY

COURT OF COMMON PLEAS  
CLEARFIELD County

Term, \_\_\_\_\_

vs.  
MARK E. MAGILL

No. 01-1786-CD

## NOTICE

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

*Prothonotary*

- Judgment by Default (\$11,268.94 plus court costs)
- Money Judgment
- Judgment in Replevin
- Judgment for Possession
- Judgment on Award of Arbitration
- Judgment on Verdict
- Judgment on Court Findings

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

ATTORNEY \_\_\_\_\_ ARTHUR LASHIN, \_\_\_\_\_ Esquire  
(Insert Attorney's Name)  
at this telephone number: (215) 928-1400.

COPY

COPY

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

FORD MOTOR CREDIT COMPANY

vs.

MARK E. MAGILL

NUMBER: 01-1786-CD

PRAECLPSE FOR DEFAULT JUDGMENT AND ASSESSMENT OF DAMAGES

TO THE PROTHONOTARY:

Kindly enter judgment in favor of Plaintiff and against the Defendant(s) Mark E. Magill for failure to answer Plaintiff's Complaint, endorsed with twenty (20) day notice to plead, served upon Defendant(s) on November 29, 2001 and assess damages as follows:

Unpaid Balance	\$ 8,735.62
Plus Interest	655.17
Late Charges	.00
Plus Attorney's Fees	1,878.15
Less Credits, if any	<hr/> .00
TOTAL DUE:	\$ 11,268.94

Pursuant to Pa.R.C.P. 237.1, I hereby certify that notice to file this Praeclpse was mailed to the above named Defendant(s) and the Attorney of Record (if applicable) on December 21, 2001 and copy/copies of same is/are attached hereto.



ARTHUR LASHIN, ESQUIRE #23425  
Attorney For Plaintiff  
HAYT, HAYT & LANDAU  
400 Market Street  
6th Floor  
Philadelphia, Pennsylvania 19106  
(215) 928-1400

COURT OF COMMON PLEAS

AFFIDAVIT OF NON-MILITARY SERVICE

FORD MOTOR CREDIT COMPANY

vs.

MARK E. MAGILL

: STATE OF PENNSYLVANIA

SS

: COUNTY OF PHILADELPHIA

Arthur Lashin, being duly sworn according to Law, deposes and says that he represents the Plaintiff in the above entitled case; that he is authorized to make this Affidavit on behalf of the Plaintiff; and that the above named Defendant(s) is (are) 18+ years of age; the address of Defendant(s) is

RR1 Box 518 RT 53

Phillipsburg, Pennsylvania 16866

Occupation of Defendant(s) is

unknown; and the Defendant(s) is (are) not in the Military Service of the United States, nor any State or Territory thereof or its Allies as defined in the Soldiers' and the Sailors' Civil Relief Act of 1940 and amendments thereto.

  
HAYT, HAYT AND LANDAU  
ATTORNEY FOR PLAINTIFF

Prothonotary

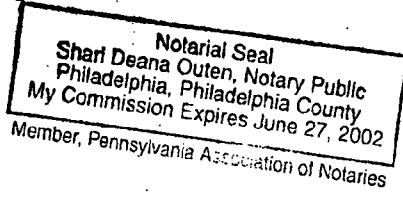
Sworn to and subscribed before

me this 3rd day of January

2002 A.D.,

  
Notary Public

My commission expires:



HAYT, HAYT & LANDAU

BY: ARTHUR LASHIN, ESQUIRE  
IDENTIFICATION NO. 23425  
SIXTH FLOOR  
400 MARKET STREET  
PHILADELPHIA, PA 19106-2509  
(215) 928-1400

ATTORNEY FOR PLAINTIFF

DATE: DECEMBER 21, 2001

CLEARFIELD COUNTY

FORD MOTOR CREDIT COMPANY  
One American Road  
Dearborn, Michigan 48122

COURT OF COMMON PLEAS  
CIVIL DIVISION

vs.

TERM.

MARK E. MAGILL  
RR1 Box 518 RT 53  
Phillipsburg, Pennsylvania 16866

No. 01-1786-CD

NOTICE OF INTENTION TO TAKE DEFAULT  
PURSUANT TO PA.R.C.P. 237.1

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

Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641

  
ARTHUR LASHIN, ESQUIRE, #23425

**COPY**

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Ford Motor Credit Company

Vs.

No. 2001-01786-CD

Mark E. Magill

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$11,268.94 on the January 9, 2002.

William A. Shaw  
Prothonotary

  
\_\_\_\_\_  
William A. Shaw

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

**COPY**

Ford Motor Credit Company  
Plaintiff(s)

No.: 2001-01786-CD

Real Debt: \$11,268.94

Atty's Comm:

Vs.

Costs:

Int. From:

Mark E. Magill  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 9, 2002

Expires: January 9, 2007

Certified from the record this 9th day of January, 2002

---

William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

---

Plaintiff/Attorney

CC-0321

**FILED**

JAN 09 2002  
Mila 301 attorney  
William A. Shaw pd \$2000  
Prothonotary

Not to Day:  
Stat. to atty.  
Kes

Praecipe for Writ of Execution - Money Judgments.

FORD MOTOR CREDIT COMPANY  
vs.  
MARK E. MAGILL

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA.  
NO. 01-1786-CD

Term, 19

PRAECIPE FOR WRIT OF EXECUTION

To the Prothonotary:

Issue writ of execution in the above matter,

(1). directed to the Sheriff of CLEARFIELD County;

(2). against the following property MARK E. MAGILL

of defendant(s) and

(3). against the following property in the hands of (name) COUNTY NATIONAL BANK garnishee;

(4). and index this writ

(a) against MARK E. MAGILL

defendant(s) and

(b) against COUNTY NATIONAL BANK, as garnishee,

as a lis pendens against real property of the defendant(s) in name of garnishee as follows:

(Specifically describe property) Personal Property Levy at:  
12 Hudson Street, Philipsburg, PA 16866  
(If space insufficient, attach extra sheets)

Bank Attachment At: County National Bank

(5). Amount due Market and Second Streets \$ 11,268.94

Interest from 1/9/02 Clearfield, PA 16836 \$ 43.61

Costs (to be added) KINDLY SERVE INTERROGATORIES UPON  
THE ABOVE LISTED GARNISHEE.

Attorney for Plaintiff(s)  
ARTHUR LASHIN, ESQUIRE, #23425  
(215) 928-1400

HAYT, HAYT & LANDAU  
6TH FLOOR  
400 MARKET STREET  
PHILA., PA 19106

**FILED**

APR 10 2002

mb:ADolatly Lashin  
William A. Shaw (b) \$20.00  
Prothonotary

Proth'y. No. 63

BANK ATTACHMENT & LEVY

BANK ATTACHMENT AT:

COUNTRY NATIONAL BANK  
Market and Second Street  
Clearfield, PA 16836

PERSONAL PROPERTY LEVY AT:

12 Hudson Street  
Philipsburg, PA 16866

No. 01-1786-CD Term, 19 RECEIVED WRIT THIS \_\_\_\_\_ DAY  
No. Term, 19 of \_\_\_\_\_ A.D. 19  
IN THE COURT OF COMMON  
PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

at \_\_\_\_\_ M.

Sheriff

FORD MOTOR CREDIT COMPANY

vs.

MARK E. MAGILL

WRIT OF EXECUTION  
(Money Judgments)

EXECUTION DEBT	11,268	94
Interest from 1/9/02	43	61

Practice for Writ of Execution

Use Plaintiff	- - -
Attorney's Comm.	- - -
Satisfaction	- - -
Sheriff	- - -

\_\_\_\_\_  
Attorney for Plaintiff(s)

ARTHUR LASHIN, ESQUIRE, #23425  
(215) 928-1400

**HAYT, HAYT & LANDAU**

6TH FLOOR  
400 MARKET STREET  
PHILA., PA 19106

WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION – LAW

**COPY**

Ford Motor Credit Company

Vs.

NO.: 2001-01786-CD

Mark E. Magill

Vs.

County National Bank  
Garnishee

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due FORD MOTOR CREDIT COMPANY, Plaintiff(s) from MARK E. MAGILL, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
Personal Property Levy at: 12 Hudson Street, Philipsburg, Pennsylvania
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:  
County National Bank  
Garnishee(s) as follows:  
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$11,268.94  
INTEREST: from 1/9/02 - \$43.61  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 04/10/2002

PAID: \$189.94  
SHERIFF: \$  
OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this \_\_\_\_\_ day  
of \_\_\_\_\_ A.D. \_\_\_\_\_  
At \_\_\_\_\_ A.M./P.M.

Requesting Party: Arthur Lashin, Esquire  
HAYT, HAYT & LANDAU  
6th Floor  
400 Market Street  
Philadelphia, PA 19106  
215-928-1400

Sheriff

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

FORD MOTOR CREDIT COMPANY :  
Plaintiff :  
vs. : No. 01-1786-CD  
MARK E. MAGILL :  
Defendant :  
and :  
COUNTY NATIONAL BANK :  
Garnishee :

**CERTIFICATE OF SERVICE**

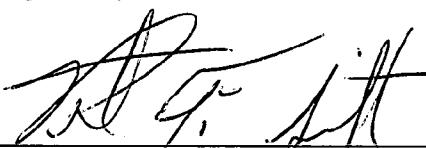
I, Peter F. Smith, attorney for County National Bank in the above-captioned matter, hereby certify that I served a true and correct copy of the Answers to Interrogatories filed in this matter on the Attorney for the Plaintiff by U.S. First Class Mail and on the Defendant by U.S. Certified Mail as follows:

Arthur Lashin, Esquire  
Hayt, Hayt & Landau  
Sixth Floor  
400 Market Street  
Philadelphia, PA 19106-2513

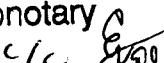
Mark E. Magill  
R.R. 1 Box 518  
Philipsburg, PA 16866

Date: April 23, 2002

Respectfully submitted,

  
Peter F. Smith,  
Attorney for County National Bank

**FILED**

APR 24 2002  
6/10/25 (W&P)  
William A. Shaw  
Prothonotary  
no c/c 

**FILED**

APR 24 2002

01/10/251 WPS  
William A. Shaw  
Prothonotary

No. 01-1786-CD

HAYT, HAYT & LANDAU

BY: ARTHUR LASHIN, ESQUIRE  
IDENTIFICATION NO. 23425  
SIXTH FLOOR  
400 MARKET STREET  
PHILADELPHIA, PA 19106-2509  
(215) 928-1400

ATTORNEY FOR PLAINTIFF

FORD MOTOR CREDIT COMPANY

Plaintiff

vs.

MARK E. MAGILL

Defendant

and COUNTY NATIONAL BANK

Garnishee

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS  
CIVIL DIVISION

TERM,

No. 01-1786-CD

INTERROGATORIES IN ATTACHMENT

TO COUNTY NATIONAL BANK

Garnishee

Pursuant to the Pennsylvania Rules of Civil Procedure, you are required to file answers to the following interrogatories within twenty (20) days after service upon you. Failure to do so may result in judgment against you:

1. At the time you were served or at any subsequent time did you owe the Defendant(s) any money or were you liable to him, (her, them) on any negotiable or other written instrument, or did he (she, they) claim that you owed him (her, them) any money or were liable to him, (her, them) for any reason?

a) If so, how much is owed?

No, but the Defendant did maintain a joint checking account #1442011 with his wife, Lisa A. Condon. Balance on date Writ was served - \$98.98 which is exempt from execution as entireties property. CNB also imposes a \$125.00 fee for responding to this garnishment.

2. At the time you were served or at any subsequent time was there in your possession, custody or control or in the joint possession, custody or control of yourself and one or more persons any property of any nature owned solely or in part by the Defendant(s)? No

a) If so, describe property

3. At any time you were served or at any subsequent time did you hold legal title to any property of any nature owned solely or in part by the Defendant(s) or in which Defendant(s) held or claimed any interest? No

a) If so, describe property

4. At any time you were served or at any subsequent time did you hold as fiduciary any property in which the Defendant(s) had any interest? No

a) If so, describe property

5. At any time before or after you were served did the Defendant(s) transfer or deliver any property to you or to any person or place pursuant to your direction or consent and what was the consideration therefore? No

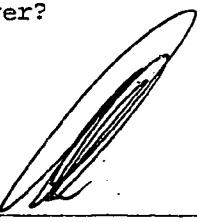
a) If so, describe property delivered and consideration involved

6. At any time after you were served did you pay, transfer or deliver any money or property to the Defendant(s) or to any person or place pursuant to his (her, their) direction or otherwise discharge any claim of the Defendant(s) against you? No

a) If so, how much did you pay, transfer or deliver?

By: 

Peter F. Smith, Esquire  
Attorney for County National Bank

By: 

Arthur Lashin, Esquire  
Attorney for Plaintiff

AFFIDAVIT

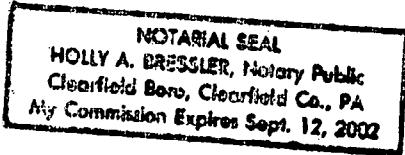
STATE OF PENNSYLVANIA :  
: SS  
COUNTY OF CLEARFIELD :

SUSAN B. KURTZ, being duly sworn according to law, deposes and says that she is the Customer Service Officer for County National Bank and, further, that the information contained in the foregoing Interrogatories is true, correct and complete to the best of her information, knowledge and belief.

Susan B. Kurtz  
Susan B. Kurtz

SWORN TO AND SUBSCRIBED  
before me this 23rd day of April, 2002.

Holly A. Dressler  
Notary Public



ORIGINAL

HAYT, HAYT & LANDAU  
BY: ARTHUR LASHIN, ESQUIRE  
IDENTIFICATION NO. 23425  
SIXTH FLOOR  
400 MARKET STREET  
PHILADELPHIA, PA 19106-2509  
(215) 928-1400

ATTORNEY FOR PLAINTIFF

FORD MOTOR CREDIT COMPANY

vs.

MARK E. MAGILL

and

COUNTY NATIONAL BANK

Garnishee

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS  
Civil DIVISION

TERM,

No. 01-1786-CD

ORDER TO DISCONTINUE AND DISSOLVE ATTACHMENT

TO THE PROTHONOTARY:

Kindly mark the attachment against the Garnishee, COUNTY NATIONAL BANK  
, made under the Writ of Execution issued on April 10, 2002  
in the above captioned matter Discontinued and Dissolved.

**FILED**

MAY 6 2002

m13451 Dcc atty Lashin

William A. Shaw Cert. Do. to atty  
Prothonotary

Esq. Copy CA

HAYT, HAYT & LANDAU

By:

Attorney for Plaintiff

**COPY**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL DIVISION

FORD MOTOR CREDIT COMPANY  
Plaintiff(s)

Vs. No. 01-1786-CD

MARK E. MAGILL  
Defendant(s)

Vs.

COUNTY NATIONAL BANK  
Garnishee(s)

CERTIFICATE OF DISCONTINUATION

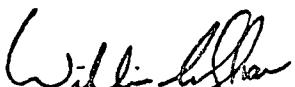
Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was this day, the 3rd of May, 2002 marked:

Discontinued and Dissolved as to Garnishee, County National Bank only

Record costs in the sum of \$169.94 have been paid in full by Arthur Lashin, Esquire.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 3rd day of May, A.D. 2002.

  
\_\_\_\_\_  
Prothonotary

ORIGINAL

HAYT, HAYT & LANDAU

BY: ARTHUR LASHIN, ESQUIRE  
IDENTIFICATION NO. 23425  
SIXTH FLOOR  
400 MARKET STREET  
PHILADELPHIA, PA 19106-2509  
(215) 928-1400

ATTORNEY FOR PLAINTIFF

FORD MOTOR CREDIT COMPANY

vs.

MARK E. MAGILL

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS  
Civil DIVISION

TERM,

No. 01-1786-CD

ORDER TO MARK JUDGMENT SATISFIED

TO THE PROTHONOTARY:

Kindly mark the Judgment Satisfied with regard to the above captioned  
matter upon payment of your costs only.

HAYT, HAYT & LANDAU

FILED

M 10:41 31 M. 00  
APR 09 2003 2ccw

By: \_\_\_\_\_

Attorney for Plaintiff

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2001-01786-CD

Ford Motor Credit Company

Debt: \$

Vs.

Atty's Comm.:

Mark E. Magill

Interest From:

Cost: \$

NOW, Wednesday, April 09, 2003 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 9th day of April, A.D. 2003.

---

Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 12380  
NO: 01-1786-CD

PLAINTIFF: FORD MOTOR CREDIT CORP  
VS.  
DEFENDANT: MAGILL, MARK E.

WRIT OF EXECUTION PERSONAL PROPERTY INTERROGATORIES TO GARNISHEE

SHERIFF RETURN

DATE RECEIVED WRIT: 4/10/2002

LEVY TAKEN 5/15/2002 @ 6:00 PM

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 3/24/2009

S FILED  
010/22/09  
MAR 24 2009

William A. Shaw  
Prothonotary/Clerk of Courts

DETAILS

5/15/2002 @ 6:00 PM SERVED MARK E. MAGILL

SERVED MARK E. MAGILL, DEFENDANT, AT HIS RESIDNECE 12 HUDSON STREET, PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LISA CONDON, FIANCE/ADULT AT RESIDENCE

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND COPY OF THE LEVY AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

4/12/2002 @ 3:08 PM SERVED COUNTY NATIONAL BANK

SERVED COUNTY NATIONAL BANK, GARNISHEE, BY HANDING TO SUSAN KURTZ, CUSTOMER SERVICE FOR COUNTY NATIONAL BANK, AT HER PLACE OF EMPLOYMENT COUNTY NATIONAL BANK, 1 SOUTH SECOND STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA

A WRIT OF EXECUTION AND INTERROGATORIES TO GARNIHEE AND BY MAKING KNOWN TO HER THE CONTENTS THREROF.

@ SERVED

NOW, JUNE 13, 2002 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR JUNE 21, 2002.

@ SERVED

NOW, MARCH 23, 2009 RETURN WRIT AS TIME EXPIRED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 12380  
NO: 01-1786-CD

PLAINTIFF: FORD MOTOR CREDIT CORP  
vs.  
DEFENDANT: MAGILL, MARK E.

WRIT OF EXECUTION PERSONAL PROPERTY INTERROGATORIES TO GARNISHEE

SHERIFF RETURN

---

SHERIFF HAWKINS \$125.96

SURCHARGE \$30.00 PAID BY ATTORNEY

So Answers,

*Chester Hawkins*  
I, by Amhera Butte, Amhera  
Chester A. Hawkins  
Sheriff

**WRIT OF EXECUTION and/or ATTACHMENT**  
**COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD**  
**CIVIL ACTION - LAW**

Ford Motor Credit Company

Vs.

NO.: 2001-01786-CD

Mark E. Magill

Vs.

County National Bank  
Garnishee

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

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Garnishee(s) as follows:  
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PAID: \$189.94

INTEREST: from 1/9/02 - \$43.61

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

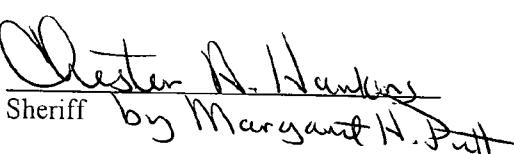
DATE: 04/10/2002

Received this writ this 10th day  
of April A.D. 2002  
At 10:23 A.M./P.M.

  
\_\_\_\_\_  
William A. Shaw

Prothonotary/Clerk Civil Division

Requesting Party: Arthur Lashin, Esquire  
HAYT, HAYT & LANDAU  
6th Floor  
400 Market Street  
Philadelphia, PA 19106  
215-928-1400

  
\_\_\_\_\_  
Chester A. Hankins  
Sheriff by Margaret H. Pott

**PERSONAL PROPERTY SALE  
SCHEDULE OF DISTRIBUTION**

NAME MARK E. MAGILL

NO. 01-1786-CD

NOW, March 23, 2009, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of Magill, Mark E. to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

**PLAINTIFF COSTS, DEBT AND INTEREST:**

RDR	9.00	DEBT-AMOUNT DUE	11,268.94
SERVICE	9.00	INTEREST @ %	0.00
MILEAGE	10.40	FROM TO	
LEVY	20.00		
MILEAGE	10.40	PROTH SATISFACTION	
POSTING	9.00	LATE CHARGES AND FEES	
HANDBILLS		COST OF SUIT-TO BE ADDED	
COMMISSION	0.00	FORECLOSURE FEES	
POSTAGE	1.36	ATTORNEY COMMISSION	
HANDBILLS	10.00	REFUND OF ADVANCE	
DISTRIBUTION		REFUND OF SURCHARGE	30.00
ADVERTISING		SATISFACTION FEE	
ADD'L SERVICE	9.00	ESCROW DEFICIENCY	
		PROPERTY INSPECTIONS	
ADD'L POSTING		INTEREST	43.61
ADD'L MILEAGE	22.80	MISCELLANEOUS	
ADD'L LEVY			
BID/ SETTLEMENT AMOUNT		<b>TOTAL DEBT AND INTEREST</b>	<b>\$11,658.45</b>
RETURNS/DEPUTIZE			
COPIES	15.00	<b>COSTS:</b>	
		ADVERTISING	0.00
BILLING/PHONE/FAX		TAXES - COLLECTOR	
CONTINUED SALES		TAXES - TAX CLAIM	
MISCELLANEOUS		DUE	
<b>TOTAL SHERIFF COSTS</b>	<b>\$125.96</b>	LIEN SEARCH	
		ACKNOWLEDGEMENT	
		SHERIFF COSTS	125.96
		LEGAL JOURNAL COSTS	0.00
		PROTHONOTARY	189.94
		MORTGAGE SEARCH	
		MUNICIPAL LIEN	
		<b>TOTAL COSTS</b>	<b>\$315.90</b>
		<b>TOTAL COSTS</b>	<b>\$11,658.45</b>

COMMISSION 2% ON THE FIRST \$ 100,000 AND 1/2% ON ALL OVER THAT. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

LAW OFFICES OF  
**HAYT, HAYT & LANDAU**  
SIXTH FLOOR  
400 MARKET STREET  
PHILADELPHIA, PA. 19106-2513  
(215) 928-1400  
FAX (215) 928-1514

June 13, 2002

Sheriff's Office  
Clearfield County Courthouse

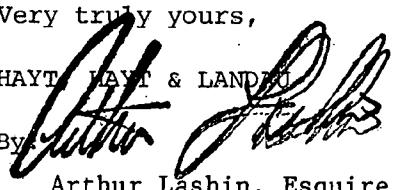
Re: Ford Motor Credit Company  
vs.  
Mark E. Magill  
Term Number: 01-1786-CD

To the Sheriff of Clearfield County:

Please be advised that we would request that the pending Sale  
scheduled on the above captioned matter be stayed.

Thank you very much.

Very truly yours,

  
HAYT, HAYT & LANDAU  
By   
Arthur Lashin, Esquire

AL:bp