02-84-CD
CHRYSLER FINANCIAL COMPANY, L.L.C. -vs- TONYA M. POWERS etal

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRYSLER FINANCIAL COMPANY, L.L.C., A MICHIGAN LIMITED LIABILITY CORPORATION	)	NO. 02-84-CO
Plaintiff	)	
v.	)	
TONYA M. POWERS and BARBARA ANN PASI	)	
Defendant	)	

COMPLAINT IN CIVIL ACTION

Filed on behalf of:
Chrysler Financial Company, L.L.C., a Michigan Limited Liability Corporation

Counsel of Record for This Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Pittsburgh, PA 15106
(412) 456-1166

FILED

JAN 17 2002

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRYSLER FINANCIAL COMPANY, L.L.C., A MICHIGAN LIMITED LIABILITY CORPORATION	)	NO.
Plaintiff	)	
v.	)	
TONYA M. POWERS and BARBARA ANN PASI	)	
Defendant(s)	)	

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

David S. Meholick, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641, Ext. 5982

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRYSLER FINANCIAL COMPANY, L.L.C., A MICHIGAN LIMITED LIABILITY CORPORATION	)	NO.
	)	
Plaintiff	)	
	)	
v.	)	
	)	
TONYA M. POWERS and BARBARA ANN PASI	)	
	)	
Defendant	)	

COMPLAINT IN CIVIL ACTION

AND NOW, comes Plaintiff, CHRYSLER FINANCIAL COMPANY, L.L.C., A MICHIGAN LIMITED LIABILITY CORPORATION, by and through its attorney, GREGG L. MORRIS, ESQUIRE and the law offices of PATENAUDE & FELIX, A.P.C and files the following **Complaint in Civil Action**, and in support thereof aver as follows:

1. Plaintiff, Chrysler Financial Company, L.L.C. a Michigan Limited Liability Corporation is a corporation with offices at 10 Penn Center West, Building #3, Suite 421, Pittsburgh, PA 15276.

2. Defendant is Tonya M. Powers, who is believed to currently reside at RD 2, Box 374, Hungry Hollow Road, Dubois, Pennsylvania 15801.

3. Defendant is Barbara Ann Pasi, who is believed to currently reside at 44 Country Place, Dubois, Pennsylvania 15801.

4. On or about July 6, 1999, the aforesaid Defendants entered into a written Automobile Retail Installment Contract (hereinafter "Contract") to purchase a "Vehicle" from a

dealer (Seller) as more fully set forth in said Contract. A true and correct copy of the Contract is attached hereto, marked as Plaintiff's Exhibit "1" and incorporated by reference.

5. "Seller" thereafter assigned the Contract to Plaintiff, Chrysler Financial Company, L.L.C., a Michigan Limited Liability Corporation.

6. Pursuant to the terms of the Contract, Defendants were to make Sixty (60) payments of $295.22 commencing on August 5, 1999.

7. The terms of the Contract provide for termination upon satisfaction by Defendants of all obligations provided thereunder.

8. Plaintiff avers that Defendants defaulted under the Contract by failing to make payments to Plaintiff as promised.

9. Due to Defendants' default under the Contract, Plaintiff exercised its rights to terminate the Contract and retake possession of the vehicle.

10. After calculating early termination charges due to Plaintiff, and proceeds from sale, if any, Plaintiff avers that a deficiency balance of $7,271.48 is due from Defendants as of August 10, 2000.

11. The terms of the Contract provide that Defendants will pay Plaintiff's reasonable attorney's fees.

12. Plaintiff avers that such attorney's fees will amount to $2,326.87.

13. Despite repeated request, Defendants have willfully failed and/or refused to pay the aforesaid sum due.

WHEREFORE, Plaintiff demands Judgment in its favor, and against Defendant, in the amount of $7,271.48 and reasonable attorney's fees in the amount of $2,326.87 with continuing interest thereon at the legal rated of 6% per annum from the date of Judgment plus costs.

Respectfully Submitted:

Patenaude & Felix, A.P.C

Gregg L. Morris, Esquire
213 E. Main Street
Pittsburgh, PA 15106
(412) 456-1166

84-291-5345 (11/98) PA SIMPLE INTEREST

RETAIL INSTALLMENT CONTRACT

DATE	ACCOUNT NO.	BUYER'S (AND CO-BUYER'S, IF ANY) NAME AND ADDRESS		CREDITOR (SELLER'S) NAME AND ADDRESS
[illegible]		TONYA M POWERS RD 2 BOX 374 DUBOIS PA 15801	BARBARA ANN ROSI COUNTRY PLACE DUBOIS PA 15801	WASKO CHRYSLER, INC. 1 ZENTS BLVD. BROOKVILLE, PA 15825

Creditor ("Creditor") agrees to sell, and buyer and co-buyer, if any, (collectively "Buyer", "you" and "your") after having been quoted both a cash and credit price, agrees to buy from Creditor on a credit price basis, ("Total Sale Price") subject to the terms and conditions set forth on both the front and back of this contract, the vehicle ("Vehicle") described below. You acknowledge delivery and acceptance of the Vehicle.

USE OF PROPERTY: [X] PERSONAL [ ] BUSINESS [ ] AGRICULTURAL

DESCRIPTION OF VEHICLE— [ ] NEW [X] USED ....

YEAR	MAKE	CYL.	MODEL	BODY STYLE	VEHICLE IDENTIFICATION NO.
98	DODGE	4	NEON	CPE	1B3ES42CXWD715322

Description of Trade-in

YEAR	MAKE	MODEL
89	HONDA	ACCORD 2/3 DR

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 after you have made all payments as scheduled.	The total price of your purchase on credit, including your downpayment of $ 2000.00
11.90 %	E $ 4406.72	$ 13306.48	E $ 17713.20	E $ 19713.20

Payment Schedule: Your payment schedule will be ......

NO. OF PAYMENTS	AMOUNT OF EACH PAYMENT	WHEN PAYMENTS ARE DUE [ ] XXX MONTHLY [ ] (BEGINNING DATE OF PAYMENT)	NO. OF PAYMENTS	AMOUNT OF EACH PAYMENT	WHEN PAYMENTS ARE DUE [ ] MONTHLY [ ] (BEGINNING DATE OF PAYMENT)
60	$ 295.22	08/05/99		$ N/A	

Prepayment. If you pay off early, you may be entitled to a refund of part of the Finance Charge.

Late Charge. If a payment or part thereof is more than 10 days late, you will be charged 2% of such unpaid amount.

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

Filing Fees $ 5.00

Contract Provisions. See the back of this contract for any additional information about security interests, nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

E means an estimate

IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE YOUR MOTOR VEHICLE.

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

REQUIRED PHYSICAL DAMAGE INSURANCE. **YOU ARE REQUIRED TO HAVE PHYSICAL DAMAGE INSURANCE AGAINST ACCIDENTAL DAMAGE TO THE VEHICLE (COLLISION COVERAGE AND EITHER COMPREHENSIVE COVERAGE OR FIRE, THEFT AND COMBINED ADDITIONAL COVERAGE) AS LONG AS THIS CONTRACT** [redacted]

ITEMIZATION OF THE AMOUNT FINANCED .....

1. Cash Price

a. Vehicle (including accessories, delivery, installation charges, if any)	$ 12939.00	
b. Sales Tax	722.00	
c. Documentary Fee	40.00	
d. Service Contract (optional)	N/A	
e. Cash Price (1a + 1b + 1c + 1d)		$ [illegible]

2. Downpayment

a. Cash Downpayment	N/A	
b. Manufacturer's Rebate	N/A	
c. Gross Allowance on Trade-in $ 2000.00		
d. Pay-off on Trade-in $ N/A		
e. Net Allowance on Trade-in (2c—2d)	2000.00	
f. Downpayment (2a + 2b + 2e) If less than $0, disclose on Line 3a and enter $0 for the Downpayment		$ [illegible]

3. Unpaid Balance of Cash Price (1e—2f) $ [illegible]

a. Unpaid Trade-in Lien Amount to be Financed $

4. Other Charges Including Amounts Paid to Others on Your Behalf*

a. Paid to Public Officials for:*

REMAINS IN EFFECT. YOU MAY CHOOSE THE PERSON ... INSURANCE IS TO BE OBTAINED PROVIDED THAT INSURANCE COMPANY IS ACCEPTABLE TO CREDITOR AND AUTHORIZED TO TRANSACT BUSINESS IN PENNSYLVANIA.

OPTIONAL MECHANICAL BREAKDOWN INSURANCE. If you want this coverage, you can choose the person and insurance company you get it from. If you have elected to obtain this coverage through Creditor, the premium for coverage for a term of ______ months or ________ miles, whichever occurs first, and with a $ ____N/A deductible, is itemized in 4(d)(i) and has been added to this contract.

OPTIONAL CREDIT LIFE AND/OR CREDIT ACCIDENT AND HEALTH INSURANCE. **CREDIT LIFE INSURANCE AND CREDIT ACCIDENT AND HEALTH INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT, AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL COST. IF YOU WANT THESE COVERAGES, YOU CAN CHOOSE THE PERSON AND INSURANCE COMPANY FROM WHOM YOU GET THEM.** If obtained through Creditor, the premium(s) for a term of __60__ months are shown below and in 4(d)(ii) and (iii) and the insurance is provided according to the terms and conditions in the policy or certificate of insurance issued by:

NAME OF INSURER			ADDRESS OF INSURER		
11			OVERLAND PARK		
TYPE . . .	PREMIUM . . .	PERSON(S) INSURED . . .	TYPE . . .	PREMIUM . . .	PERSON(S) INSURED . . .
☒ CREDIT LIFE	$ 422.19	TONYA M POWERS	☐ CREDIT ACCIDENT AND HEALTH	$ N/A	

I(we) want the credit insurance coverage(s) checked above:

BUYER'S SIGNATURE	DATE	CO-BUYER'S SIGNATURE	DATE
	07/06/99		

(ii) Filing Fees	5.00
(iii) License Fees	19.00
(iv) Certificate of Title Fees	22.50
(v) Registration Fees	36.00
b. Paid to: * For:	N/A
c. Paid to: Ext Serve Cont * For: EXT. WARRANTY	1050.00
d. Paid to Insurance Companies for:*	
(i) Optional Mechanical Breakdown Insurance	N/A
(ii) Optional Credit Life Insurance	422.19
(iii) Optional Credit Accident and Health Insurance	N/A
e. Subtotal (4a + 4b + 4c + 4d)	$ [illegible]
5. Amount Financed (3 + 3a + 4e)	$ [illegible]

*Seller may receive and retain a portion of certain of these amounts.

SEE BACK OF THIS CONTRACT FOR ADDITIONAL TERMS AND CONDITIONS

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'S SIGNATURE | CO-BUYER'S SIGNATURE

This contract is not binding upon either Seller or Buyer until signed by an authorized representative of Seller. YOU, THE BUYER, MAY CANCEL THIS CONTRACT AND RECEIVE A FULL REFUND AT ANY TIME BEFORE YOU RECEIVE A COPY OF THIS CONTRACT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SELLER BY GIVING WRITTEN NOTICE OF CANCELLATION TO SELLER. If the Property is a USED motor vehicle and unless otherwise modified in writing, the following notice is applicable. NOTICE: "AS IS." THIS MOTOR VEHICLE IS SOLD AS IS *WITHOUT* ANY *WARRANTY* EITHER EXPRESSED OR IMPLIED. THE BUYER WILL BEAR THE *ENTIRE EXPENSE* OF REPAIRING OR CORRECTING ANY DEFECTS THAT PRESENTLY EXIST OR THAT MAY OCCUR IN THE VEHICLE.

BUYER ACKNOWLEDGES RECEIPT OF A COMPLETELY FILLED-IN COPY OF THIS CONTRACT.

BUYER'S SIGNATURE | CO-BUYER'S SIGNATURE

THIS CONTRACT IS ACCEPTED BY THE CREDITOR (SELLER) AND ASSIGNED TO CHRYSLER FINANCIAL COMPANY, LLC **("ASSIGNEE") IN ACCORDANCE WITH THE TERMS OF THE ASSIGNMENT SET FORTH ON THE REVERSE HEREOF.**

CREDITOR (SELLER)	BY	TITLE
[illegible] CHRYSLER, INC.		

FILING OR RECORDING

ADDITIONAL TERMS AND CONDITIONS

A. **Promise to Pay and Final Scheduled Payment.** You promise to pay to Creditor the Total of Payments according to the Payment Schedule shown on the front of this contract. Each payment received will be applied first to accrued and unpaid Finance Charge, which accrues based upon actual dates of payment, and the remainder will be applied to reduce the unpaid Amount Financed.

The Finance Charge, Total of Payments, and the Total Sale Price are estimated amounts based on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. **Your final payment may be larger or smaller, depending on whether you have made your payments late or early.** Creditor will send you a notice before the due date of the final scheduled payment to show what you owe. You agree to pay that amount as your final scheduled payment.

B. **Additional Charges.** You agree to pay a late charge if any payment or part thereof is received by Creditor more than ten days after the scheduled due date. The late charge is shown on the front of this contract.

You agree to pay the actual charge incurred by Creditor for each check, draft, or other similar instrument presented to Creditor that is returned to Creditor by a depository institution due to non-sufficient funds in your deposit account or dishonored for some other reason.

If you default, and Creditor hires an attorney who is not a salaried employee of Creditor to collect what you owe, you agree to pay reasonable attorney's fees and court costs after such default.

C. **Security Interest.** You grant to Creditor a security interest in the Vehicle being purchased, including any accessories, equipment and replacement parts installed in the Vehicle, and the proceeds thereof. You also grant to Creditor a security interest in and agree to assignment of any money received by Creditor as proceeds, rebate or refund of, credit insurance premiums or service contract charges financed in this contract due to cancellation or termination. You further agree that any such money received may be applied by Creditor to the unpaid balance of this contract.

D. **Prepayment Refund.** You may prepay your obligations under this contract in full at any time prior to maturity. If you do, you will be liable for the accumulated Finance Charge to the actual date of prepayment.

E. **Buyer's Agreements.** You agree:

(1) to pay the obligation under this contract according to the terms and conditions stated herein even if the Vehicle is damaged, destroyed or missing;

(2) to keep the Vehicle insured against damage, destruction and loss with Creditor as loss payee;

(3) that you will keep the Vehicle free from claims of others and that any payment made by Creditor to release or discharge such claim will be paid by you on demand with interest at the Annual Percentage Rate disclosed on the front of this contract as an additional part of your obligation;

(4) not to use the Vehicle for any unlawful or improper purpose or, unless indicated on the front of this contract, for hire;

(5) not to remove the Vehicle from the United States without the prior written consent of Creditor;

(6) not to sell, rent, lease or otherwise transfer any interest in this contract or the Vehicle without the prior written consent of Creditor;

(7) that no transfer, renewal, extension, lease or assignment of any interest in this contract will release you from your obligation;

(8) that any notice sent to you shall be sufficiently given if mailed to your last known address presumed to be the address set forth on the front of this contract unless you have given Creditor written notice of a change of such address;

(9) that the Vehicle traded in, if any, is free from all claims of others, except as previously disclosed to Creditor;

(10) to maintain the Vehicle in good condition and repair; and

(11) that the statements and representations made by you in the credit application furnished to Creditor are true and accurate.

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

(2) a proceeding in bankruptcy, receivership or insolvency is instituted by you or against you or your property;

(3) Creditor reasonably deems the Vehicle in danger of misuse or if it has been confiscated; or

(4) you fail to comply with any of the terms and conditions of this contract or fail to meet your agreements stated ab

G. **Remedies Upon Default.** If you default, Creditor shall have the right to declare the unpaid portion of the Total of Paym under this contract, together with any other amount for which you have become obligated hereunder, less the unea portion of the finance charge and any insurance or service contract rebates or refunds, to be immediately due and paya and to exercise any of Creditor's remedies as provided in this contract and/or at law.

Also, Creditor has the right to take possession of the Vehicle. Creditor may, without use of force or other breach of peace, enter the premises where the Vehicle may be and take immediate possession of the Vehicle including any equip or accessories.

If the Vehicle is replevined by legal process or otherwise repossessed, Creditor may, but is not required to, allow you the righ reinstate the Contract and return the Vehicle to you provided you pay to Creditor all past due payments, accrued late charges, cost of suit under the contract and reasonable expenses incurred as a result of retaking, repairing and storing the Vehicle.

If the Vehicle is replevined by legal process or otherwise repossessed, you will have the right to redeem the Vehicle for amount of the unpaid time balance, accrued late charges and reasonable expenses incurred as a result of retaking, repairing a storing the Vehicle. If you do not redeem the Vehicle, Creditor will, after giving notice to you and any other party entitled ther dispose of the Vehicle in a commercially reasonable manner, which may include either a public sale or a private sale. The procee of the sale, less allowed expenses, will be used to pay the amount still owed on this contract. Allowed expenses are the reasonable expenses incurred as a direct result of retaking the Vehicle, holding it, preparing it for sale and selling it. In additio Creditor hires an attorney who is not a salaried employee of Creditor to collect what you owe, you agree to pay reasona attorney's fees and court costs, including, without limitation, on appeal and in bankruptcy proceedings, after such default.

If the proceeds of the sale, less allowed expenses, are not sufficient to pay the amount still owed on this contract, Credito may recover the deficiency with interest at the highest lawful rate from you or anyone who has succeeded to you obligation. If there is money left over, it will be paid to you.

If, during replevin by legal process or other repossession of the Vehicle, Creditor comes into possession of any property which is not security for this contract, Creditor will hold it for you. If you do not claim the property within thirty (30) days after Creditor has replevined by legal processor repossessed the Vehicle, Creditor can dispose of the property in any manne selected by it. You agree that Creditor will have no further liability to you for this property. Any accessories, equipment o replacement parts will remain with the Vehicle.

H. **Assignment.** You acknowledge that this contract will be assigned to Assignee. You further acknowledge that Assignee will acquire all of Creditor's interest in this contract and in the Vehicle and will be entitled to all of the rights and remedies granted to Creditor pursuant to the terms and conditions of this contract including, but not limited to, the right to receive all payments and to require the performance of all obligations required by this contract.

I. **Modification.** No modification of any of the terms and conditions of this contract shall be valid, and you expressly waive the right to rely on any modification, unless made in writing and duly executed by the Creditor.

J. **Required Vehicle Insurance.** You agree to provide to Creditor a copy of the insurance policy that insures the Vehicle against damage, destruction and loss with Creditor as loss payee when you receive it.

In the event of a loss, you agree that Creditor may collect the proceeds from such Vehicle insurance and apply the proceeds toward replacement of the Vehicle or payment of the obligation.

You agree that Creditor may endorse your name upon any check or draft representing payment to you of such monies.

K. **Governing Law.** This contract shall be governed by the laws of the State of Pennsylvania except, if the Vehicle is repossessed, then the law of the state where the Vehicle is repossessed will govern the repossession. Replevin effected through legal process will be governed by the laws of the state in which such process is brought.

L. **Miscellaneous.** This contract shall bind and inure to the benefit of the heirs, executors, administrators and assigns of the parties hereto and if there is more than one Buyer, their obligation hereunder shall be joint and several. No delay or omissi

... you fail to make any payment when due according to the Payment Schedule shown on the front of this contract; ... prohibited by law or otherwise deemed invalid or unenforceable shall not invalidate the remaining provisions of the contract

WARRANTIES WE DISCLAIM. You agree that you are buying the Vehicle "AS IS" and that there are no implied warranties of merchantability, fitness for a particular purpose, or other warranties, express or implied, covering the vehicle unless: 1. the vehicle is of a type normally used for personal, family or household purposes, and 2. the vehicle was manufactured after July 3, 1975, and 3. we have given you our written warranty or service contract covering the vehicle on the date of this contract or within 90 days after such date.

NOTICE: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

The preceding NOTICE applies if the vehicle is a used vehicle as shown on the front of this contract and if this contract is a contract of sale under the FTC Used Motor Vehicle Trade Regulation Rule.

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.

The preceding NOTICE applies to goods or services obtained primarily for personal, family or household use.

ASSIGNMENT

FOR VALUE RECEIVED, the Creditor (Seller) named on the face of this contract ("Seller") hereby sells, assigns and transfers to Assignee Seller's entire right, title and interest in and to this contract and authorizes Assignee to do every act and thing necessary to collect and discharge obligations arising out of or incident to this contract and assignment. In order to induce Assignee to accept assignment of the contract, Seller warrants that (1) the contract is genuine, legally valid and enforceable and arose from the sale of the property described on the face of this contract ("Property"); (2) the Property is as represented to the Buyer named on the face of this contract ("Buyer") who was quoted both a time price and a lesser cash price; (3) the Buyer is not a minor, has capacity to contract and paid the downpayment exactly as stated in the contract; (4) the Buyer is purchasing the Property for the Buyer's own business, personal or household use and the Buyer is not acting on behalf of or for the benefit of another person when purchasing the Property; (5) Seller verifies that there is no inaccuracy or misrepresentation in any statements made by or on behalf of Buyer and furnished to Assignee by Seller; (6) Seller verifies that there is no inaccuracy or misrepresentation in any statements or representations made by Buyer in the credit application furnished to Assignee by Seller; (7) all disclosures required by law were properly made to Buyer prior to Buyer signing the contract; (8) and no material fact relating to the Vehicle or this contract was misrepresented to Buyer or omitted from disclosure to Buyer; (9) all insurance documentation will be delivered to Buyer within the time required by law; (10) Seller verifies that there is no fact that would impair the validity or value of the contract; (11) Seller verified that Buyer has obtained Physical Damage Insurance acceptable to Assignee on the Property; (12) title to the Property at the time of sale was vested in Seller free of all liens and encumbrances, Seller has the right to assign this contract, and Seller will obtain a certificate of title to the Property, showing a first lien for the benefit of Assignee and that such certificate of title has been or will be applied for within ten (10) days of the sale or delivery of the Property, whichever is earlier; (13) any co-buyer or guarantor of this contract was provided a notice to co-signer form, where required; (14) Seller will perform all warranty work that was agreed to with the Buyer; and (15) Seller is licensed as required by law. If there is, as solely determined by Assignee, any breach of any warranty of Seller, without regard to Seller's knowledge or lack of knowledge with respect thereto or Assignee's reliance thereon, Seller hereby agrees unconditionally to repurchase this contract and/or the Property from Assignee, upon demand, for the full amount then unpaid whether this contract shall then be, or not be, in default. Seller agrees to indemnify Assignee for any judicial setoff or loss, including attorney's fees and court costs, suffered as a result of a claim or defense of Buyer against Seller. If this contract is rescinded by court order or for any other reason Seller agrees to pay Assignee the full amount Assignee paid to purchase it. Liability of Seller arising out of or incident to this assignment shall not be affected by waiver, indulgence, compromise, settlement, extension or variation of the terms of this contract even if it results in the discharge or release of the obligation of Buyer or any other interested person, by operation of law or otherwise. Seller waives notice of acceptance of this assignment and notices of non-payment and non-performance of the contract. In addition to all of the foregoing, this assignment is subject to the provisions set out below in the paragraph initialed by Seller; provided, that if none of the paragraphs below have been initialed by Seller, this assignment shall include the provisions of the paragraph below entitled "Full Repurchase":

INITIAL APPLICABLE PROVISIONS....

☒ WITHOUT RECOURSE: The assignment of this contract is without recourse to the Seller except in the circumstances set forth herein.

☐ FULL RECOURSE: Seller unconditionally guarantees payment to Assignee of the full amount remaining unpaid under this contract and agrees to purchase this contract and/or the Property from Assignee, upon demand, for the full amount then unpaid whether the contract shall then be, or not be, in default.

☐ FULL REPURCHASE: In the event of default by Buyer under this contract and provided that Assignee shall take possession of the Property and tender delivery of same to Seller within 90 days after maturity of the earliest installment wholly in default under this contract, Seller agrees to purchase this contract and/or the Property from Assignee and, regardless of the condition of the Property, Seller agrees to pay to Assignee the then net unpaid balance of the contract plus the reasonable expenses incurred by Assignee in such taking and delivery of the Property. If Assignee's ability to tender delivery of the Property is impaired due to litigation, including but not limited to litigation requisite to obtain possession of the Property, criminal prosecution, seizure by governmental authority, redemption requirements, clearing or perfecting title, moratory legislation or proclamation, or acts of God, war, rebellion, insurrection or of the public enemy, then Assignee's obligation to tender delivery hereunder shall be excused until 30 days after Assignee receives notice of the cessation of any such condition.

☐ LIMITED REPURCHASE: Seller agrees to comply with the terms and obligations of the foregoing Full Repurchase agreement (which are incorporated herein by reference), provided, however, that such obligations of Seller shall terminate hereunder upon payment to Assignee by the Buyer of the first ____________ monthly installments within 15 days of their respective due dates.

☐ OPTIONAL REPURCHASE: If Assignee takes possession of the Property, Seller shall, upon demand from Assignee, either pay Assignee $ ____________ or, at Seller's option, buy the contract and/or the Property in its then condition and location from Assignee for the then net unpaid balance of the contract plus the reasonable expenses incurred by Assignee in the taking of the Property.

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that he is, Dan McIntyre Attorney Agency Supervisor, of Chrysler Financial Company, L.L.C., Plaintiff herein, that he/she is duly authorized to make this verification, and that the facts set forth in the foregoing **Complaint in Civil Action** are true and correct to the best of his/her knowledge, information and belief.

Dan McIntyre

15 Mar 02 Document
Reinstated/~~Reissued~~ to Sheriff/~~Attorney~~
for service.

~~Deputy~~ Prothonotary

FILED

JAN 17 2002
03m/11:28 atty Morris pd $80.00
William A. Shaw
Prothonotary
2cc Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CHRYSLER FINANCIAL COMPANY, L.L.C., A MICHIGAN LIMITED LIABILITY CORPORATION	)	
Plaintiff	)	NO. 02-84-CD
v.	)	
TONYA M. POWERS and BARBARA ANN PASI,	)	
Defendant	)	

PRAECIPE TO REINSTATE COMPLAINT

Filed on behalf of:
Chrysler Financial Company, L.L.C., Plaintiff

Counsel of Record for This Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Pittsburgh, PA 15106
(412) 429-7675

FILED

MAR 15 2002

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRYSLER FINANCIAL COMPANY, L.L.C., A MICHIGAN LIMITED LIABILITY CORPORATION	)	
	)	NO. 02-84-CD
Plaintiff	)	
	)	
v.	)	
	)	
TONYA M. POWERS and BARBARA ANN PASI	)	
	)	
Defendant	)	

PRAECIPE TO REINSTATE COMPLAINT

TO: Prothonotary

Please reinstate Complaint in Civil Action on behalf of Plaintiff, Chrysler Financial Company, L.L.C., and against Defendant(s), above named. Thank you.

Respectfully submitted:

Date: 3/12/02

Gregg L. Morris, Esquire
Patenaude & Felix, A.P.C
213 E. Main Street
Pittsburgh, PA 15106
(412) 429-7675

FILED

MAR 15 2002
m/8:52/atty Morris
William A. Shaw
Prothonotary
pd $7.00
2 complaints cen. to Sheriff

3.15.02 Document
~~Reinstated~~/Reissued to Sheriff/~~Attorney~~
for service.

~~Deputy~~ Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRYSLER FINANCIAL COMPANY, L.L.C., A MICHIGAN LIMITED LIABILITY CORPORATION	)	NO. 02-84-CD
Plaintiff	)	
v.	)	
TONYA M. POWERS and BARBARA ANN PASI,	)	
Defendants	)	

CONSENT TO ENTRY OF JUDGMENT

Filed on behalf of:
Chrysler Financial Company, L.L.C., a Michigan Limited Liability Corporation

Counsel of Record for This Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Pittsburgh, PA 15106
(412) 429-7675

FILED
MAR 21 2002
m/11:29 a.m
William A. Shaw
Prothonotary

20 pd by Atty Morris.

no cc
statement to Atty
notices to def's

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRYSLER FINANCIAL COMPANY, L.L.C., A MICHIGAN LIMITED LIABILITY CORPORATION) NO. 02-84-CD

Plaintiff

v.

TONYA M. POWERS and BARBARA ANN PASI

Defendants

CONSENT TO ENTRY OF JUDGMENT

The undersigned Defendant, having been served with a **Complaint in Civil Action** in the matter captioned above, hereby admits the averments contained in said Complaint, waives any defect of service, waives any applicable time period for the filing of a responsive pleading, waives service of a Ten Day Notice or Notice of Default, and hereby consents to the entry of judgment against her in the amount of $7,271.48 plus interest from August 10, 2000 at the rate of 11.9 % per annum, and costs. The parties agree that execution will be stayed, and the judgment will be satisfied provided Defendant pays $7,271.48 at a rate of $250.00 per month with the first payment being due on March 27, 2002. Time is off the essence.

Date: 2-17-02

Tonya M. Powers
Tonya M. Powers

PRAECIPE TO ENTER JUDGMENT

To the Prothonotary:

Please enter judgment against the Defendant in the amount of $8,571.78, plus interest and costs of suit.

Respectfully Submitted:

Gregg L. Morris, Esquire
Patenaude & Felix, A.P.C.
213 E. Main Street
Pittsburgh, PA 15106
(412) 429-7675

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

Chrysler Financial Company, L.L.C.
Plaintiff(s)

No.: 2002-00084-CD

Real Debt: $7,271.48

Atty's Comm:

Vs.

Costs: $

Int. From:

Tonya M. Powers
Barbara Ann Pasi
Defendant(s)

Entry: $20.00

Instrument: Consent of Judgment

Date of Entry: March 21, 2002

Expires: March 21, 2007

Certified from the record this 21st day of March, 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

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Chrysler Financial Company, L.L.C.

Vs. No. 2002-00084-CD

Tonya M. Powers
Barbara Ann Pasi

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of $7,271.48 on the 21st day of March, 2002.

William A. Shaw
Prothonotary

William A. Shaw

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

COPY

Chrysler Financial Company, L.L.C.
Plaintiff(s)

Vs.

Tonya M. Powers
Barbara Ann Pasi
Defendant(s)

Docket:

No.: 2002-00084-CD

Real Debt: $8,571.78

Atty's Comm:

Costs: $

Int. From:

Entry: $20.00

Instrument: Consent Judgment against Tonya M. Powers ONLY

Date of Entry: March 21, 2002

Expires: March 21, 2007

Certified from the record this 25th day of March, 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

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11983

CHRYSLER FINANCIAL COMPANY 02-84-CD

VS.

POWERS, TONYA M. & BABARA ANN

COMPLAINT

SHERIFF RETURNS

NOW JANUARY 22, 2002 AT 1:30 PM EST SERVED THE WITHIN COMPLAINT ON TONYA M. POWERS, DEFENDANT AT RESIDENCE, RD#2 BOX 374, HUNGRY HOLLOW ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO EVA BATES, GRANDMOTHER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: McCLEARY

NOW MARCH 27, 2002 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT "NOT FOUND" AS TO BARBARA ANN PASI, DEFENDANT. NEW ADDRESS. HC #1 BOX 37, RIDGWAY, ELK COUNTY, PENNSYLVANIA.

Return Costs

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

FILED

APR 01 2002
01:21 pm
William A. Shaw
Prothonotary

Sworn to Before Me This

1st Day Of April 2002

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins
by Marilyn Harr
Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRYSLER FINANCIAL COMPANY, L.L.C., A MICHIGAN LIMITED LIABILITY CORPORATION	)	NO. 02-84-CD
Plaintiff	)	
v.	)	
TONYA M. POWERS and BARBARA ANN PASI	)	
Defendant	)	

COMPLAINT IN CIVIL ACTION

Filed on behalf of:
Chrysler Financial Company, L.L.C., a Michigan Limited Liability Corporation

Counsel of Record for This Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Pittsburgh, PA 15106
(412) 456-1166

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

JAN 17 2002

Attest. [signature]
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRYSLER FINANCIAL COMPANY, L.L.C., A MICHIGAN LIMITED LIABILITY CORPORATION	)	NO.
Plaintiff	)	
v.	)	
TONYA M. POWERS and BARBARA ANN PASI	)	
Defendant(s)	)	

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

David S. Meholick, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641, Ext. 5982

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRYSLER FINANCIAL COMPANY, L.L.C., A MICHIGAN LIMITED LIABILITY CORPORATION) NO.

Plaintiff

v.

TONYA M. POWERS and BARBARA ANN PASI

Defendant

COMPLAINT IN CIVIL ACTION

AND NOW, comes Plaintiff, CHRYSLER FINANCIAL COMPANY, L.L.C., A MICHIGAN LIMITED LIABILITY CORPORATION, by and through its attorney, GREGG L. MORRIS, ESQUIRE and the law offices of PATENAUDE & FELIX, A.P.C and files the following **Complaint in Civil Action**, and in support thereof aver as follows:

1. Plaintiff, Chrysler Financial Company, L.L.C. a Michigan Limited Liability Corporation is a corporation with offices at 10 Penn Center West, Building #3, Suite 421, Pittsburgh, PA 15276.

2. Defendant is Tonya M. Powers, who is believed to currently reside at RD 2, Box 374, Hungry Hollow Road, Dubois, Pennsylvania 15801.

3. Defendant is Barbara Ann Pasi, who is believed to currently reside at 44 Country Place, Dubois, Pennsylvania 15801.

4. On or about July 6, 1999, the aforesaid Defendants entered into a written Automobile Retail Installment Contract (hereinafter "Contract") to purchase a "Vehicle" from a

dealer (Seller) as more fully set forth in said Contract. A true and correct copy of the Contract is attached hereto, marked as Plaintiff's Exhibit "1" and incorporated by reference.

5. "Seller" thereafter assigned the Contract to Plaintiff, Chrysler Financial Company, L.L.C., a Michigan Limited Liability Corporation.

6. Pursuant to the terms of the Contract, Defendants were to make Sixty (60) payments of $295.22 commencing on August 5, 1999.

7. The terms of the Contract provide for termination upon satisfaction by Defendants of all obligations provided thereunder.

8. Plaintiff avers that Defendants defaulted under the Contract by failing to make payments to Plaintiff as promised.

9. Due to Defendants' default under the Contract, Plaintiff exercised its rights to terminate the Contract and retake possession of the vehicle.

10. After calculating early termination charges due to Plaintiff, and proceeds from sale, if any, Plaintiff avers that a deficiency balance of $7,271.48 is due from Defendants as of August 10, 2000.

11. The terms of the Contract provide that Defendants will pay Plaintiff's reasonable attorney's fees.

12. Plaintiff avers that such attorney's fees will amount to $2,326.87.

13. Despite repeated request, Defendants have willfully failed and/or refused to pay the aforesaid sum due.

WHEREFORE, Plaintiff demands Judgment in its favor, and against Defendant, in the amount of $7,271.48 and reasonable attorney's fees in the amount of $2,326.87 with continuing interest thereon at the legal rated of 6% per annum from the date of Judgment plus costs.

Respectfully Submitted:

Patenaude & Felix, A.P.C

Gregg L. Morris, Esquire
213 E. Main Street
Pittsburgh, PA 15106
(412) 456-1166

84-291-5345 (11/98) PA SIMPLE INTEREST

RETAIL INSTALLMENT CONTRACT

DATE	ACCOUNT NO.	BUYER'S (AND CO-BUYER'S, IF ANY) NAME AND ADDRESS		CREDITOR (SELLER'S) NAME AND ADDRESS
[illegible]		TONYA M POWERS RD 2 BOX 374 DUBOIS PA 15801	BARBARA ANN PASI COUNTRY PLACE DUBOIS PA 15801	MASKO CHRYSLER, INC. 1 ZENTS BLVD. BROOKVILLE, PA 15825

Creditor ("Creditor") agrees to sell, and buyer and co-buyer, if any, (collectively "Buyer", "you" and "your") after having been quoted both a cash and credit price, agrees to buy from Creditor on a credit price basis, ("Total Sale Price") subject to the terms and conditions set forth on both the front and back of this contract, the vehicle ("Vehicle") described below. You acknowledge delivery and acceptance of the Vehicle.

USE OF PROPERTY: ☒ PERSONAL ☐ BUSINESS ☐ AGRICULTURAL

DESCRIPTION OF VEHICLE—	YEAR	MAKE	CYL.	MODEL	BODY STYLE	VEHICLE IDENTIFICATION NO.
☐ NEW ☒ USED	98	DODGE	4	NEON	CPE	1B3ES42CXWD715322

Description of Trade-in	YEAR	MAKE	MODEL
	89	HONDA	ACCORD 2/3 DR

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 after you have made all payments as scheduled.	The total price of your purchase on credit, including your downpayment of $ 2000.00
11.90 %	E $ 4406.72	$ 13306.48	E $ 17713.20	E $ 19713.20

Payment Schedule: Your payment schedule will be ......

NO. OF PAYMENTS	AMOUNT OF EACH PAYMENT	WHEN PAYMENTS ARE DUE ☐ XXX MONTHLY ☐ ____ (BEGINNING DATE OF PAYMENT)	NO. OF PAYMENTS	AMOUNT OF EACH PAYMENT	WHEN PAYMENTS ARE DUE ☐ MONTHLY ☐ ____ (BEGINNING DATE OF PAYMENT)
60	$ 295.22	08/05/99		$ N/A	

Prepayment. If you pay off early, you may be entitled to a refund of part of the Finance Charge.

Late Charge. If a payment or part thereof is more than 10 days late, you will be charged 2% of such unpaid amount.

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

Filing Fees $ 5.00

Contract Provisions. See the back of this contract for any additional information about security interests, nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

E means an estimate

IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE YOUR MOTOR VEHICLE.

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

REQUIRED PHYSICAL DAMAGE INSURANCE. **YOU ARE REQUIRED TO HAVE PHYSICAL DAMAGE INSURANCE AGAINST ACCIDENTAL DAMAGE TO THE VEHICLE (COLLISION COVERAGE AND EITHER COMPREHENSIVE COVERAGE OR FIRE, THEFT AND COMBINED ADDITIONAL COVERAGE) AS LONG AS THIS CONTRACT**

ITEMIZATION OF THE AMOUNT FINANCED .....

1. Cash Price		
a. Vehicle (including accessories, delivery, installation charges, if any)	$ 12990.00	
b. Sales Tax	722.88	
c. Documentary Fee	40.00	
d. Service Contract (optional)	N/A	
e. Cash Price (1a + 1b + 1c + 1d)		$ [illegible]
2. Downpayment		
a. Cash Downpayment	N/A	
b. Manufacturer's Rebate	N/A	
c. Gross Allowance on Trade-in $ 2000.00		
d. Pay-off on Trade-in $ N/A		
e. Net Allowance on Trade-in (2c—2d)	2000.00	
f. Downpayment (2a + 2b + 2e) If less than $0, disclose on Line 3a and enter $0 for the Downpayment		$ [illegible]
3. Unpaid Balance of Cash Price (1e—2f)		$ [illegible]
a. Unpaid Trade-in Lien Amount to be Financed		$
4. Other Charges Including Amounts Paid to Others on Your Behalf*		
a. [illegible]		

[redacted]

REMAINS IN EFFECT. YOU MAY CHOOSE THE PERSON ... [illegible]
INSURANCE IS TO BE OBTAINED PROVIDED THAT INSURANCE COMPANY IS ACCEPTABLE TO CREDITOR AND AUTHORIZED TO TRANSACT BUSINESS IN PENNSYLVANIA.

OPTIONAL MECHANICAL BREAKDOWN INSURANCE. If you want this coverage, you can choose the person and insurance company you get it from. If you have elected to obtain this coverage through Creditor, the premium for coverage for a term of _______ months or _________ miles, whichever occurs first, and with a $ ______N/A deductible, is itemized in 4(d)(i) and has been added to this contract.

OPTIONAL CREDIT LIFE AND/OR CREDIT ACCIDENT AND HEALTH INSURANCE. **CREDIT LIFE INSURANCE AND CREDIT ACCIDENT AND HEALTH INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT, AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL COST. IF YOU WANT THESE COVERAGES, YOU CAN CHOOSE THE PERSON AND INSURANCE COMPANY FROM WHOM YOU GET THEM.** If obtained through Creditor, the premium(s) for a term of __60__ months are shown below and in 4(d)(ii) and (iii) and the insurance is provided according to the terms and conditions in the policy or certificate of insurance issued by:

NAME OF INSURER			ADDRESS OF INSURER		
T1			OVERLAND PARK		
TYPE . . .	PREMIUM . . .	PERSON(S) INSURED . . .	TYPE . . .	PREMIUM . . .	PERSON(S) INSURED . . .
☐ X CREDIT LIFE	$ 422.10	TONYA M POWERS	☐ CREDIT ACCIDENT AND HEALTH	$ N/A	

I(we) want the credit insurance coverage(s) checked above:

BUYER'S SIGNATURE	DATE	CO-BUYER'S SIGNATURE	DATE
	07/06/99		

Cash Price	N/A
(ii) Filing Fees	5.00
(iii) License Fees	19.00
(iv) Certificate of Title Fees	22.50
(v) Registration Fees	36.00
b. Paid to: * For:	N/A
c. Paid to: Ext Serve Cont * For: EXT. WARRANTY	1050.00
d. Paid to Insurance Companies for:*	
(i) Optional Mechanical Breakdown Insurance	N/A
(ii) Optional Credit Life Insurance	422.10
(iii) Optional Credit Accident and Health Insurance	N/A
e. Subtotal (4a + 4b + 4c + 4d)	$ 155[illegible]
5. Amount Financed (3 + 3a + 4e)	$ 13,[illegible]

*Seller may receive and retain a portion of certain of these amounts.

SEE BACK OF THIS CONTRACT FOR ADDITIONAL TERMS AND CONDITIONS

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'S SIGNATURE | CO-BUYER'S SIGNATURE

This contract is not binding upon either Seller or Buyer until signed by an authorized representative of Seller. YOU, THE BUYER, MAY CANCEL THIS CONTRACT AND RECEIVE A FULL REFUND AT ANY TIME BEFORE YOU RECEIVE A COPY OF THIS CONTRACT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SELLER BY GIVING WRITTEN NOTICE OF CANCELLATION TO SELLER. If the Property is a USED motor vehicle and unless otherwise modified in writing, the following notice is applicable. NOTICE: "AS IS." THIS MOTOR VEHICLE IS SOLD AS IS *WITHOUT* ANY *WARRANTY* EITHER EXPRESSED OR IMPLIED. THE BUYER WILL BEAR THE *ENTIRE EXPENSE* OF REPAIRING OR CORRECTING ANY DEFECTS THAT PRESENTLY EXIST OR THAT MAY OCCUR IN THE VEHICLE.

BUYER ACKNOWLEDGES RECEIPT OF A COMPLETELY FILLED-IN COPY OF THIS CONTRACT.

BUYER'S SIGNATURE | CO-BUYER'S SIGNATURE

THIS CONTRACT IS ACCEPTED BY THE CREDITOR (SELLER) AND ASSIGNED TO CHRYSLER FINANCIAL COMPANY, LLC **("ASSIGNEE") IN ACCORDANCE WITH THE TERMS OF THE ASSIGNMENT SET FORTH ON THE REVERSE HEREOF.**

CREDITOR (SELLER)	BY	TITLE
CHRYSLER, INC.		

84-291-5345 (11/98) PA SI BACK

ADDITIONAL TERMS AND CONDITIONS

A. **Promise to Pay and Final Scheduled Payment.** You promise to pay to Creditor the Total of Payments according to the Payment Schedule shown on the front of this contract. Each payment received will be applied first to accrued and unpaid Finance Charge, which accrues based upon actual dates of payment, and the remainder will be applied to reduce the unpaid Amount Financed.

The Finance Charge, Total of Payments, and the Total Sale Price are estimated amounts based on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. **Your final payment may be larger or smaller, depending on whether you have made your payments late or early.** Creditor will send you a notice before the due date of the final scheduled payment to show what you owe. You agree to pay that amount as your final scheduled payment.

B. **Additional Charges.** You agree to pay a late charge if any payment or part thereof is received by Creditor more than ten days after the scheduled due date. The late charge is shown on the front of this contract.

You agree to pay the actual charge incurred by Creditor for each check, draft, or other similar instrument presented to Creditor that is returned to Creditor by a depository institution due to non-sufficient funds in your deposit account or dishonored for some other reason.

If you default, and Creditor hires an attorney who is not a salaried employee of Creditor to collect what you owe, you agree to pay reasonable attorney's fees and court costs after such default.

C. **Security Interest.** You grant to Creditor a security interest in the Vehicle being purchased, including any accessories, equipment and replacement parts installed in the Vehicle, and the proceeds thereof. You also grant to Creditor a security interest in and agree to assignment of any money received by Creditor as proceeds, rebate or refund of, credit insurance premiums or service contract charges financed in this contract due to cancellation or termination. You further agree that any such money received may be applied by Creditor to the unpaid balance of this contract.

D. **Prepayment Refund.** You may prepay your obligations under this contract in full at any time prior to maturity. If you do, you will be liable for the accumulated Finance Charge to the actual date of prepayment.

E. **Buyer's Agreements.** You agree:

(1) to pay the obligation under this contract according to the terms and conditions stated herein even if the Vehicle is damaged, destroyed or missing;

(2) to keep the Vehicle insured against damage, destruction and loss with Creditor as loss payee;

(3) that you will keep the Vehicle free from claims of others and that any payment made by Creditor to release or discharge such claim will be paid by you on demand with interest at the Annual Percentage Rate disclosed on the front of this contract as an additional part of your obligation;

(4) not to use the Vehicle for any unlawful or improper purpose or, unless indicated on the front of this contract, for hire;

(5) not to remove the Vehicle from the United States without the prior written consent of Creditor;

(6) not to sell, rent, lease or otherwise transfer any interest in this contract or the Vehicle without the prior written consent of Creditor;

(7) that no transfer, renewal, extension, lease or assignment of any interest in this contract will release you from your obligation;

(8) that any notice sent to you shall be sufficiently given if mailed to your last known address presumed to be the address set forth on the front of this contract unless you have given Creditor written notice of a change of such address;

(9) that the Vehicle traded in, if any, is free from all claims of others, except as previously disclosed to Creditor;

(10) to maintain the Vehicle in good condition and repair; and

(11) that the statements and representations made by you in the credit application furnished to Creditor are true and accurate.

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

(2) a proceeding in bankruptcy, receivership or insolvency is instituted by you or against you or your property;

(3) Creditor reasonably deems the Vehicle in danger of misuse or if it has been confiscated; or

(4) you fail to comply with any of the terms and conditions of this contract or fail to meet your agreements stated abo

G. **Remedies Upon Default.** If you default, Creditor shall have the right to declare the unpaid portion of the Total of Payme under this contract, together with any other amount for which you have become obligated hereunder, less the unea portion of the finance charge and any insurance or service contract rebates or refunds, to be immediately due and payab and to exercise any of Creditor's remedies as provided in this contract and/or at law.

Also, Creditor has the right to take possession of the Vehicle. Creditor may, without use of force or other breach of t peace, enter the premises where the Vehicle may be and take immediate possession of the Vehicle including any equipme or accessories.

If the Vehicle is replevined by legal process or otherwise repossessed, Creditor may, but is not required to, allow you the right t reinstate the Contract and return the Vehicle to you provided you pay to Creditor all past due payments, accrued late charges, the cost of suit under the contract and reasonable expenses incurred as a result of retaking, repairing and storing the Vehicle.

If the Vehicle is replevined by legal process or otherwise repossessed, you will have the right to redeem the Vehicle for the amount of the unpaid time balance, accrued late charges and reasonable expenses incurred as a result of retaking, repairing and storing the Vehicle. If you do not redeem the Vehicle, Creditor will, after giving notice to you and any other party entitled therete, dispose of the Vehicle in a commercially reasonable manner, which may include either a public sale or a private sale. The proceed of the sale, less allowed expenses, will be used to pay the amount still owed on this contract. Allowed expenses are those reasonable expenses incurred as a direct result of retaking the Vehicle, holding it, preparing it for sale and selling it. In addition, i Creditor hires an attorney who is not a salaried employee of Creditor to collect what you owe, you agree to pay reasonable attorney's fees and court costs, including, without limitation, on appeal and in bankruptcy proceedings, after such default.

If the proceeds of the sale, less allowed expenses, are not sufficient to pay the amount still owed on this contract, Creditor may recover the deficiency with interest at the highest lawful rate from you or anyone who has succeeded to your obligation. If there is money left over, it will be paid to you.

If, during replevin by legal process or other repossession of the Vehicle, Creditor comes into possession of any property which is not security for this contract, Creditor will hold it for you. If you do not claim the property within thirty (30) days after Creditor has replevined by legal processor repossessed the Vehicle, Creditor can dispose of the property in any manne selected by it. You agree that Creditor will have no further liability to you for this property. Any accessories, equipment or replacement parts will remain with the Vehicle.

H. **Assignment.** You acknowledge that this contract will be assigned to Assignee. You further acknowledge that Assignee will acquire all of Creditor's interest in this contract and in the Vehicle and will be entitled to all of the rights and remedies granted to Creditor pursuant to the terms and conditions of this contract including, but not limited to, the right to receive all payments and to require the performance of all obligations required by this contract.

I. **Modification.** No modification of any of the terms and conditions of this contract shall be valid, and you expressly waive the right to rely on any modification, unless made in writing and duly executed by the Creditor.

J. **Required Vehicle Insurance.** You agree to provide to Creditor a copy of the insurance policy that insures the Vehicle against damage, destruction and loss with Creditor as loss payee when you receive it.

In the event of a loss, you agree that Creditor may collect the proceeds from such Vehicle insurance and apply the procee toward replacement of the Vehicle or payment of the obligation.

You agree that Creditor may endorse your name upon any check or draft representing payment to you of such monies.

K. **Governing Law.** This contract shall be governed by the laws of the State of Pennsylvania except, if the Vehicle is repossessed, then the law of the state where the Vehicle is repossessed will govern the repossession. Replevin effected through legal process will be governed by the laws of the state in which such process is brought.

L. **Miscellaneous.** This contract shall bind and inure to the benefit of the heirs, executors, administrators and assigns of the parties hereto and if there is more than one Buyer, their obligation hereunder shall be joint and several. No delay or omis

(7) you fail to make any payment when due according to the Payment Schedule shown on the front of this contract, [illegible] prohibited by law or otherwise, deemed invalid or unenforceable shall not invalidate the remaining provisions of the contract

WARRANTIES WE DISCLAIM. You agree that you are buying the Vehicle "AS IS" and that there are no implied warranties of merchantability, fitness for a particular purpose; or other warranties, express or implied, covering the vehicle unless: 1. the vehicle is of a type normally used for personal, family or household purposes, and 2. the vehicle was manufactured after July 3, 1975, and 3. we have given you our written warranty or service contract covering the vehicle on the date of this contract or within 90 days after such date.

NOTICE: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

The preceding NOTICE applies if the vehicle is a used vehicle as shown on the front of this contract and if this contract is a contract of sale under the FTC Used Motor Vehicle Trade Regulation Rule.

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.

The preceding NOTICE applies to goods or services obtained primarily for personal, family or household use.

ASSIGNMENT

FOR VALUE RECEIVED, the Creditor (Seller) named on the face of this contract ("Seller") hereby sells, assigns and transfers to Assignee Seller's entire right, title and interest in and to this contract and authorizes Assignee to do every act and thing necessary to collect and discharge obligations arising out of or incident to this contract and assignment. In order to induce Assignee to accept assignment of the contract, Seller warrants that (1) the contract is genuine, legally valid and enforceable and arose from the sale of the property described on the face of this contract ("Property"); (2) the Property is as represented to the Buyer named on the face of this contract ("Buyer") who was quoted both a time price and a lesser cash price; (3) the Buyer is not a minor, has capacity to contract and paid the downpayment exactly as stated in the contract; (4) the Buyer is purchasing the Property for the Buyer's own business, personal or household use and the Buyer is not acting on behalf of or for the benefit of another person when purchasing the Property; (5) Seller verifies that there is no inaccuracy or misrepresentation in any statements made by or on behalf of Buyer and furnished to Assignee by Seller; (6) Seller verifies that there is no inaccuracy or misrepresentation in any statements or representations made by Buyer in the credit application furnished to Assignee by Seller; (7) all disclosures required by law were properly made to Buyer prior to Buyer signing the contract; (8) and no material fact relating to the Vehicle or this contract was misrepresented to Buyer or omitted from disclosure to Buyer; (9) all insurance documentation will be delivered to Buyer within the time required by law; (10) Seller verifies that there is no fact that would impair the validity or value of the contract; (11) Seller verified that Buyer has obtained Physical Damage Insurance acceptable to Assignee on the Property; (12) title to the Property at the time of sale was vested in Seller free of all liens and encumbrances, Seller has the right to assign this contract, and Seller will obtain a certificate of title to the Property, showing a first lien for the benefit of Assignee and that such certificate of title has been or will be applied for within ten (10) days of the sale or delivery of the Property, whichever is earlier; (13) any co-buyer or guarantor of this contract was provided a notice to co-signer form, where required; (14) Seller will perform all warranty work that was agreed to with the Buyer; and (15) Seller is licensed as required by law. If there is, as solely determined by Assignee, any breach of any warranty of Seller, without regard to Seller's knowledge or lack of knowledge with respect thereto or Assignee's reliance thereon, Seller hereby agrees unconditionally to repurchase this contract and/or the Property from Assignee, upon demand, for the full amount then unpaid whether this contract shall then be, or not be, in default. Seller agrees to indemnify Assignee for any judicial setoff or loss, including attorney's fees and court costs, suffered as a result of a claim or defense of Buyer against Seller. If this contract is rescinded by court order or for any other reason Seller agrees to pay Assignee the full amount Assignee paid to purchase it. Liability of Seller arising out of or incident to this assignment shall not be affected by waiver, indulgence, compromise, settlement, extension or variation of the terms of this contract even if it results in the discharge or release of the obligation of Buyer or any other interested person, by operation of law or otherwise. Seller waives notice of acceptance of this assignment and notices of non-payment and non-performance of the contract. In addition to all of the foregoing, this assignment is subject to the provisions set out below in the paragraph initialed by Seller; provided, that if none of the paragraphs below have been initialed by Seller, this assignment shall include the provisions of the paragraph below entitled "Full Repurchase":

INITIAL APPLICABLE PROVISIONS . . . .

☐ WITHOUT RECOURSE: The assignment of this contract is without recourse to the Seller except in the circumstances set forth herein.

☐ FULL RECOURSE: Seller unconditionally guarantees payment to Assignee of the full amount remaining unpaid under this contract and agrees to purchase this contract and/or the Property from Assignee, upon demand, for the full amount then unpaid whether the contract shall then be, or not be, in default.

☐ FULL REPURCHASE: In the event of default by Buyer under this contract and provided that Assignee shall take possession of the Property and tender delivery of same to Seller within 90 days after maturity of the earliest installment wholly in default under this contract, Seller agrees to purchase this contract and/or the Property from Assignee and, regardless of the condition of the Property, Seller agrees to pay to Assignee the then net unpaid balance of the contract plus the reasonable expenses incurred by Assignee in such taking and delivery of the Property. If Assignee's ability to tender delivery of the Property is impaired due to litigation, including but not limited to litigation requisite to obtain possession of the Property, criminal prosecution, seizure by governmental authority, redemption requirements, clearing or perfecting title, moratory legislation or proclamation, or acts of God, war, rebellion, insurrection or of the public enemy, then Assignee's obligation to tender delivery hereunder shall be excused until 30 days after Assignee receives notice of the cessation of any such condition.

☐ LIMITED REPURCHASE: Seller agrees to comply with the terms and obligations of the foregoing Full Repurchase agreement (which are incorporated herein by reference), provided, however, that such obligations of Seller shall terminate hereunder upon payment to Assignee by the Buyer of the first ____________ monthly installments within 15 days of their respective due dates.

☐ OPTIONAL REPURCHASE: If Assignee takes possession of the Property, Seller shall, upon demand from Assignee, either pay Assignee $ ____________ or, at Seller's option, buy the contract and/or the Property in its then condition and location from Assignee for the then net unpaid balance of the contract plus the reasonable expenses incurred by Assignee in the taking of the Property.

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that he is, Dan McIntyre Attorney Agency Supervisor, of Chrysler Financial Company, L.L.C., Plaintiff herein, that he/she is duly authorized to make this verification, and that the facts set forth in the foregoing **Complaint in Civil Action** are true and correct to the best of his/her knowledge, information and belief.

Dan McIntyre

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11983

CHRYSLER FINANCIAL COMPANY — 02-84-CD

VS.

POWERS, TONYA M. & BABARA ANN

COMPLAINT

SHERIFF RETURNS

NOW MARCH 18, 2002, THOMAS KONTES, SHERIFF OF ELK COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON BARBARA ANN PASI, DEFENDANT.

NOW MARCH 27, 2002 SERVED THE WITHIN COMPLAINT ON BARBARA ANN PASI, DEFENDANT BY DEPUTIZING THE SHERIFF OF ELK COUNTY. THE RETURN OF SHERIFF KONTES IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED JOSEPH PASI, FATHER.

Return Costs

Cost	Description
18.57	SHFF. HAWKINS PAID BY: ATTY.
33.24	SHFF. KONTES PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

FILED
01:2:56 [illegible] NO CC
APR 30 2002

William A. Shaw
Prothonotary

Sworn to Before Me This

30th Day Of April 2002

So Answers,

Chester A. Hawkins
by Marilyn Harr

Chester A. Hawkins
Sheriff

11983

Affidavit of Service

Chrysler Financial Company, L.L.C., a Michigan Limited Liability Corporation

vs.

Barbara Ann Pasi

No. 84 Term, 20 02

Returnable within ______ days from date of service hereof.

NOW March 27, 20 02 at 10:13 o'clock A.M.

served the within Complaint on Barbara Ann Pasi

at HC 1, Box 37, Ridgway, Elk County, PA

by handing to Joseph Pasi, her father and adult in charge of residence,

a true and attested copy of the original Complaint and made known to him the contents thereof. Sheriff's Costs - $33.24 PAID

Sworn to before me this 3rd

day of April A.D. 20 02

Sandra G. Assalone

Deputy Prothonotary

My Commission Expires January 5, 2004

So answers,

Thomas C Konte

Sheriff

Earl C Ponticus

Deputy

118.11-010

OFFICE (814) 765-2641
AFTER 4:00 P.M. (814) 765-1533
CLEARFIELD COUNTY FAX
(814) 765-5915

Sheriff's Office
Clearfield County

COURTHOUSE
1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

CHESTER A. HAWKINS
SHERIFF

DARLENE SHULTZ
CHIEF DEPUTY

MARGARET PUTT
OFFICE MANAGER

MARILYN HAMM
DEPT. CLERK

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRYSLER FINANCIAL COMPANY

vs

TONYA M. POWERS & BARBARA ANN PASI

TERM & NO. 02-84-CD

SERVE BY: 4/14/02

DOCUMENT TO BE SERVED:

COMPLAINT

MAKE REFUND PAYABLE TO: PATENAUDE & FELIX, Attorneys

SERVE: BARBARA ANN PASI

ADDRESS: HC 1 Box 37, Ridgway, Pa.

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF ELK COUNTY Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this 18th Day of MARCH 2002.

Respectfully,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRYSLER FINANCIAL COMPANY, L.L.C., A MICHIGAN LIMITED LIABILITY CORPORATION	)	NO. 02-84-CD
Plaintiff	)	
v.	)	
TONYA M. POWERS and BARBARA ANN PASI	)	
Defendant	)	

COMPLAINT IN CIVIL ACTION

Filed on behalf of:
Chrysler Financial Company, L.L.C., a Michigan Limited Liability Corporation

Counsel of Record for This Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Pittsburgh, PA 15106
(412) 456-1166

FILED
COPY
JAN 1? 2002
m/11:30am
William A. Shaw
Prothonotary

3-15-02 Document ~~Reinstated~~/Reissued to Sheriff/~~Attorney~~ for service.
William A. Shaw
~~Deputy~~ Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRYSLER FINANCIAL COMPANY, L.L.C., A MICHIGAN LIMITED LIABILITY CORPORATION	)	NO.
Plaintiff	)	
v.	)	
TONYA M. POWERS and BARBARA ANN PASI	)	
Defendant(s)	)	

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

David S. Meholick, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641, Ext. 5982

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRYSLER FINANCIAL COMPANY, L.L.C., A MICHIGAN LIMITED LIABILITY CORPORATION	)	NO.
Plaintiff	)	
v.	)	
TONYA M. POWERS and BARBARA ANN PASI	)	
Defendant	)	

COMPLAINT IN CIVIL ACTION

AND NOW, comes Plaintiff, CHRYSLER FINANCIAL COMPANY, L.L.C., A MICHIGAN LIMITED LIABILITY CORPORATION, by and through its attorney, GREGG L. MORRIS, ESQUIRE and the law offices of PATENAUDE & FELIX, A.P.C and files the following **Complaint in Civil Action**, and in support thereof aver as follows:

1. Plaintiff, Chrysler Financial Company, L.L.C. a Michigan Limited Liability Corporation is a corporation with offices at 10 Penn Center West, Building #3, Suite 421, Pittsburgh, PA 15276.

2. Defendant is Tonya M. Powers, who is believed to currently reside at RD 2, Box 374, Hungry Hollow Road, Dubois, Pennsylvania 15801.

3. Defendant is Barbara Ann Pasi, who is believed to currently reside at 44 Country Place, Dubois, Pennsylvania 15801.

4. On or about July 6, 1999, the aforesaid Defendants entered into a written Automobile Retail Installment Contract (hereinafter "Contract") to purchase a "Vehicle" from a

dealer (Seller) as more fully set forth in said Contract. A true and correct copy of the Contract is attached hereto, marked as Plaintiff's Exhibit "1" and incorporated by reference.

5. "Seller" thereafter assigned the Contract to Plaintiff, Chrysler Financial Company, L.L.C., a Michigan Limited Liability Corporation.

6. Pursuant to the terms of the Contract, Defendants were to make Sixty (60) payments of $295.22 commencing on August 5, 1999.

7. The terms of the Contract provide for termination upon satisfaction by Defendants of all obligations provided thereunder.

8. Plaintiff avers that Defendants defaulted under the Contract by failing to make payments to Plaintiff as promised.

9. Due to Defendants' default under the Contract, Plaintiff exercised its rights to terminate the Contract and retake possession of the vehicle.

10. After calculating early termination charges due to Plaintiff, and proceeds from sale, if any, Plaintiff avers that a deficiency balance of $7,271.48 is due from Defendants as of August 10, 2000.

11. The terms of the Contract provide that Defendants will pay Plaintiff's reasonable attorney's fees.

12. Plaintiff avers that such attorney's fees will amount to $2,326.87.

13. Despite repeated request, Defendants have willfully failed and/or refused to pay the aforesaid sum due.

WHEREFORE, Plaintiff demands Judgment in its favor, and against Defendant, in the amount of $7,271.48 and reasonable attorney's fees in the amount of $2,326.87 with continuing interest thereon at the legal rated of 6% per annum from the date of Judgment plus costs.

Respectfully Submitted:

Patenaude & Felix, A.P.C

Gregg L. Morris, Esquire
213 E. Main Street
Pittsburgh, PA 15106
(412) 456-1166

84-291-5345 (11/98) PA SIMPLE INTEREST

RETAIL INSTALLMENT CONTRACT

DATE	ACCOUNT NO.
07/06/99	

BUYER'S (AND CO-BUYER'S, IF ANY) NAME AND ADDRESS

TONYA M POWERS
RD 2 BOX 374
DUBOIS PA 15801

BARBARA ANN PASI
COUNTRY PLACE
DUBOIS PA 15801

CREDITOR (SELLER'S) NAME AND ADDRESS

WASKO CHRYSLER, INC.
1 ZENTS BLVD.
BROOKVILLE, PA 15825

Creditor ("Creditor") agrees to sell, and buyer and co-buyer, if any, (collectively "Buyer", "you" and "your") after having been quoted both a cash and credit price, agrees to buy from Creditor on a credit price basis, ("Total Sale Price") subject to the terms and conditions set forth on both the front and back of this contract, the vehicle ("Vehicle") described below. You acknowledge delivery and acceptance of the Vehicle.

USE OF PROPERTY: ☒ PERSONAL ☐ BUSINESS ☐ AGRICULTURAL

DESCRIPTION OF VEHICLE— ☐ NEW ☒ USED	YEAR	MAKE	CYL.	MODEL	BODY STYLE	VEHICLE IDENTIFICATION NO.
	98	DODGE	4	NEON	CPE	1B3ES42CXWD715322

Description of Trade-in	YEAR	MAKE	MODEL
	89	HONDA	ACCORD 2/3 DR

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 after you have made all payments as scheduled.	The total price of your purchase on credit, including your downpayment of $ 2000.00
11.90%	E$ 4406.72	$ 13306.48	E$ 17713.20	E$ 19713.20

Payment Schedule: Your payment schedule will be ......

NO. OF PAYMENTS	AMOUNT OF EACH PAYMENT	WHEN PAYMENTS ARE DUE ☐ XXX MONTHLY ☐ (BEGINNING DATE OF PAYMENT)	NO. OF PAYMENTS	AMOUNT OF EACH PAYMENT	WHEN PAYMENTS ARE DUE ☐ MONTHLY ☐ (BEGINNING DATE OF PAYMENT)
60	$ 295.22	08/05/99		$ N/A	

Prepayment. If you pay off early, you may be entitled to a refund of part of the Finance Charge.

Late Charge. If a payment or part thereof is more than 10 days late, you will be charged 2% of such unpaid amount.

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

Filing Fees $ 5.00

Contract Provisions. See the back of this contract for any additional information about security interests, nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

E means an estimate

IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE YOUR MOTOR VEHICLE.

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

REQUIRED PHYSICAL DAMAGE INSURANCE. **YOU ARE REQUIRED TO HAVE PHYSICAL DAMAGE INSURANCE AGAINST ACCIDENTAL DAMAGE TO THE VEHICLE (COLLISION COVERAGE AND EITHER COMPREHENSIVE COVERAGE OR FIRE, THEFT AND COMBINED ADDITIONAL COVERAGE) AS LONG AS THIS CONTRACT**

ITEMIZATION OF THE AMOUNT FINANCED .....

1. Cash Price		
a. Vehicle (including accessories, delivery, installation charges, if any)	$ 12990.00	
b. Sales Tax	722.88	
c. Documentary Fee	40.00	
d. Service Contract (optional)	N/A	
e. Cash Price (1a + 1b + 1c + 1d)		$ 13752.[illegible]
2. Downpayment		
a. Cash Downpayment	N/A	
b. Manufacturer's Rebate	N/A	
c. Gross Allowance on Trade-in $ 2000.00		
d. Pay-off on Trade-in $ N/A		
e. Net Allowance on Trade-in (2c—2d)	2000.00	
f. Downpayment (2a + 2b + 2e) If less than $0, disclose on Line 3a and enter $0 for the Downpayment		$ 2000.[illegible]
3. Unpaid Balance of Cash Price (1e—2f)		$ 11752.[illegible]
a. Unpaid Trade-in Lien Amount to be Financed		$
4. Other Charges Including Amounts Paid to Others on Your Behalf*		
a. Paid to Public Officials for:*		

INSURANCE IS TO BE OBTAINED PROVIDED THAT INSURANCE COMPANY IS ACCEPTABLE TO CREDITOR AND AUTHORIZED TO TRANSACT BUSINESS IN PENNSYLVANIA.

OPTIONAL MECHANICAL BREAKDOWN INSURANCE. If you want this coverage, you can choose the person and insurance company you get it from. If you have elected to obtain this coverage through Creditor, the premium for coverage for a term of _______ months or _________ miles, whichever occurs first, and with a $ N/A deductible, is itemized in 4(d)(i) and has been added to this contract.

OPTIONAL CREDIT LIFE AND/OR CREDIT ACCIDENT AND HEALTH INSURANCE. **CREDIT LIFE INSURANCE AND CREDIT ACCIDENT AND HEALTH INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT, AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL COST. IF YOU WANT THESE COVERAGES, YOU CAN CHOOSE THE PERSON AND INSURANCE COMPANY FROM WHOM YOU GET THEM.** If obtained through Creditor, the premium(s) for a term of 60 months are shown below and in 4(d)(ii) and (iii) and the insurance is provided according to the terms and conditions in the policy or certificate of insurance issued by:

NAME OF INSURER			ADDRESS OF INSURER		
TI			OVERLAND PARK		
TYPE . . .	PREMIUM . . .	PERSON(S) INSURED . . .	TYPE . . .	PREMIUM . . .	PERSON(S) INSURED . . .
☒ CREDIT LIFE	$ 422.10	TONYA M POWERS	☐ CREDIT ACCIDENT AND HEALTH	$ N/A	

I(we) want the credit insurance coverage(s) checked above:

BUYER'S SIGNATURE	DATE	CO-BUYER'S SIGNATURE	DATE
Tonya M Powers	07/06/99		

(ii) Filing Fees	5.00
(iii) License Fees	19.00
(iv) Certificate of Title Fees	22.50
(v) Registration Fees	36.00
b. Paid to: * For:	N/A
c. Paid to: Ext Servc Cont * For: EXT. WARRANTY	1050.00
d. Paid to Insurance Companies for:*	
(i) Optional Mechanical Breakdown Insurance	N/A
(ii) Optional Credit Life Insurance	422.10
(iii) Optional Credit Accident and Health Insurance	N/A
e. Subtotal (4a + 4b + 4c + 4d)	$ 1553.[illegible]
5. Amount Financed (3 + 3a + 4e)	$ 13306.[illegible]

*Seller may receive and retain a portion of certain of these amounts.

SEE BACK OF THIS CONTRACT FOR ADDITIONAL TERMS AND CONDITIONS

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'S SIGNATURE	CO-BUYER'S SIGNATURE

This contract is not binding upon either Seller or Buyer until signed by an authorized representative of Seller. YOU, THE BUYER, MAY CANCEL THIS CONTRACT AND RECEIVE A FULL REFUND AT ANY TIME BEFORE YOU RECEIVE A COPY OF THIS CONTRACT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SELLER BY GIVING WRITTEN NOTICE OF CANCELLATION TO SELLER. If the Property is a USED motor vehicle and unless otherwise modified in writing, the following notice is applicable. NOTICE: "AS IS." THIS MOTOR VEHICLE IS SOLD AS IS *WITHOUT* ANY *WARRANTY* EITHER EXPRESSED OR IMPLIED. THE BUYER WILL BEAR THE *ENTIRE EXPENSE* OF REPAIRING OR CORRECTING ANY DEFECTS THAT PRESENTLY EXIST OR THAT MAY OCCUR IN THE VEHICLE.

BUYER ACKNOWLEDGES RECEIPT OF A COMPLETELY FILLED-IN COPY OF THIS CONTRACT.

BUYER'S SIGNATURE	CO-BUYER'S SIGNATURE

THIS CONTRACT IS ACCEPTED BY THE CREDITOR (SELLER) AND ASSIGNED TO CHRYSLER FINANCIAL COMPANY, LLC **("ASSIGNEE") IN ACCORDANCE WITH THE TERMS OF THE ASSIGNMENT SET FORTH ON THE REVERSE HEREOF.**

CREDITOR (SELLER)	BY	TITLE
CHRYSLER, INC.		

FILING OR RECORDING

ADDITIONAL TERMS AND CONDITIONS

A. **Promise to Pay and Final Scheduled Payment.** You promise to pay to Creditor the Total of Payments according to the Payment Schedule shown on the front of this contract. Each payment received will be applied first to accrued and unpaid Finance Charge, which accrues based upon actual dates of payment, and the remainder will be applied to reduce the unpaid Amount Financed.

The Finance Charge, Total of Payments, and the Total Sale Price are estimated amounts based on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. **Your final payment may be larger or smaller, depending on whether you have made your payments late or early.** Creditor will send you a notice before the due date of the final scheduled payment to show what you owe. You agree to pay that amount as your final scheduled payment.

B. **Additional Charges.** You agree to pay a late charge if any payment or part thereof is received by Creditor more than ten days after the scheduled due date. The late charge is shown on the front of this contract.

You agree to pay the actual charge incurred by Creditor for each check, draft, or other similar instrument presented to Creditor that is returned to Creditor by a depository institution due to non-sufficient funds in your deposit account or dishonored for some other reason.

If you default, and Creditor hires an attorney who is not a salaried employee of Creditor to collect what you owe, you agree to pay reasonable attorney's fees and court costs after such default.

C. **Security Interest.** You grant to Creditor a security interest in the Vehicle being purchased, including any accessories, equipment and replacement parts installed in the Vehicle, and the proceeds thereof. You also grant to Creditor a security interest in and agree to assignment of any money received by Creditor as proceeds, rebate or refund of, credit insurance premiums or service contract charges financed in this contract due to cancellation or termination. You further agree that any such money received may be applied by Creditor to the unpaid balance of this contract.

D. **Prepayment Refund.** You may prepay your obligations under this contract in full at any time prior to maturity. If you do, you will be liable for the accumulated Finance Charge to the actual date of prepayment.

E. **Buyer's Agreements.** You agree:

(1) to pay the obligation under this contract according to the terms and conditions stated herein even if the Vehicle is damaged, destroyed or missing;

(2) to keep the Vehicle insured against damage, destruction and loss with Creditor as loss payee;

(3) that you will keep the Vehicle free from claims of others and that any payment made by Creditor to release or discharge such claim will be paid by you on demand with interest at the Annual Percentage Rate disclosed on the front of this contract as an additional part of your obligation;

(4) not to use the Vehicle for any unlawful or improper purpose or, unless indicated on the front of this contract, for hire;

(5) not to remove the Vehicle from the United States without the prior written consent of Creditor;

(6) not to sell, rent, lease or otherwise transfer any interest in this contract or the Vehicle without the prior written consent of Creditor;

(7) that no transfer, renewal, extension, lease or assignment of any interest in this contract will release you from your obligation;

(8) that any notice sent to you shall be sufficiently given if mailed to your last known address presumed to be the address set forth on the front of this contract unless you have given Creditor written notice of a change of such address;

(9) that the Vehicle traded in, if any, is free from all claims of others, except as previously disclosed to Creditor;

(10) to maintain the Vehicle in good condition and repair; and

(11) that the statements and representations made by you in the credit application furnished to Creditor are true and accurate.

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

(2) a proceeding in bankruptcy, receivership or insolvency is instituted by you or against you or your property;

(3) Creditor reasonably deems the Vehicle in danger of misuse or if it has been confiscated; or

(4) you fail to comply with any of the terms and conditions of this contract or fail to meet your agreements stated ab

G. **Remedies Upon Default.** If you default, Creditor shall have the right to declare the unpaid portion of the Total of Payme under this contract, together with any other amount for which you have become obligated hereunder, less the unea portion of the finance charge and any insurance or service contract rebates or refunds, to be immediately due and payal and to exercise any of Creditor's remedies as provided in this contract and/or at law.

Also, Creditor has the right to take possession of the Vehicle. Creditor may, without use of force or other breach of t peace, enter the premises where the Vehicle may be and take immediate possession of the Vehicle including any equipme or accessories.

If the Vehicle is replevined by legal process or otherwise repossessed, Creditor may, but is not required to, allow you the right reinstate the Contract and return the Vehicle to you provided you pay to Creditor all past due payments, accrued late charges, t cost of suit under the contract and reasonable expenses incurred as a result of retaking, repairing and storing the Vehicle.

If the Vehicle is replevined by legal process or otherwise repossessed, you will have the right to redeem the Vehicle for t amount of the unpaid time balance, accrued late charges and reasonable expenses incurred as a result of retaking, repairing a storing the Vehicle. If you do not redeem the Vehicle, Creditor will, after giving notice to you and any other party entitled there dispose of the Vehicle in a commercially reasonable manner, which may include either a public sale or a private sale. The procee of the sale, less allowed expenses, will be used to pay the amount still owed on this contract. Allowed expenses are tho reasonable expenses incurred as a direct result of retaking the Vehicle, holding it, preparing it for sale and selling it. In addition, Creditor hires an attorney who is not a salaried employee of Creditor to collect what you owe, you agree to pay reasona attorney's fees and court costs, including, without limitation, on appeal and in bankruptcy proceedings, after such default.

If the proceeds of the sale, less allowed expenses, are not sufficient to pay the amount still owed on this contract, Credit may recover the deficiency with interest at the highest lawful rate from you or anyone who has succeeded to you obligation. If there is money left over, it will be paid to you.

If, during replevin by legal process or other repossession of the Vehicle, Creditor comes into possession of any proper which is not security for this contract, Creditor will hold it for you. If you do not claim the property within thirty (30) da after Creditor has replevined by legal processor repossessed the Vehicle, Creditor can dispose of the property in any mann selected by it. You agree that Creditor will have no further liability to you for this property. Any accessories, equipment replacement parts will remain with the Vehicle.

H. **Assignment.** You acknowledge that this contract will be assigned to Assignee. You further acknowledge that Assignee acquire all of Creditor's interest in this contract and in the Vehicle and will be entitled to all of the rights and remedies gran to Creditor pursuant to the terms and conditions of this contract including, but not limited to, the right to receive all payme and to require the performance of all obligations required by this contract.

I. **Modification.** No modification of any of the terms and conditions of this contract shall be valid, and you expressly wai the right to rely on any modification, unless made in writing and duly executed by the Creditor.

J. **Required Vehicle Insurance.** You agree to provide to Creditor a copy of the insurance policy that insures the Veh against damage, destruction and loss with Creditor as loss payee when you receive it.

In the event of a loss, you agree that Creditor may collect the proceeds from such Vehicle insurance and apply the proce toward replacement of the Vehicle or payment of the obligation.

You agree that Creditor may endorse your name upon any check or draft representing payment to you of such monies

K. **Governing Law.** This contract shall be governed by the laws of the State of Pennsylvania except, if the Vehicle repossessed, then the law of the state where the Vehicle is repossessed will govern the repossession. Replevin effect through legal process will be governed by the laws of the state in which such process is brought.

L. **Miscellaneous.** This contract shall bind and inure to the benefit of the heirs, executors, administrators and assigns of t parties hereto and if there is more than one Buyer, their obligation hereunder shall be joint and several. No delay or omis

WARRANTIES WE DISCLAIM. You agree that you are buying the Vehicle "AS IS" and that there are no implied warranties of merchantability, fitness for a particular purpose, or other warranties, express or implied, covering the vehicle unless: 1. the vehicle is of a type normally used for personal, family or household purposes, and 2. the vehicle was manufactured after July 3, 1975, and 3. we have given you our written warranty or service contract covering the vehicle on the date of this contract or within 90 days after such date.

NOTICE: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

The preceding NOTICE applies if the vehicle is a used vehicle as shown on the front of this contract and if this contract is a contract of sale under the FTC Used Motor Vehicle Trade Regulation Rule.

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.

The preceding NOTICE applies to goods or services obtained primarily for personal, family or household use.

ASSIGNMENT

FOR VALUE RECEIVED, the Creditor (Seller) named on the face of this contract ("Seller") hereby sells, assigns and transfers to Assignee Seller's entire right, title and interest in and to this contract and authorizes Assignee to do every act and thing necessary to collect and discharge obligations arising out of or incident to this contract and assignment. In order to induce Assignee to accept assignment of the contract, Seller warrants that (1) the contract is genuine, legally valid and enforceable and arose from the sale of the property described on the face of this contract ("Property"); (2) the Property is as represented to the Buyer named on the face of this contract ("Buyer") who was quoted both a time price and a lesser cash price; (3) the Buyer is not a minor, has capacity to contract and paid the downpayment exactly as stated in the contract; (4) the Buyer is purchasing the Property for the Buyer's own business, personal or household use and the Buyer is not acting on behalf of or for the benefit of another person when purchasing the Property; (5) Seller verifies that there is no inaccuracy or misrepresentation in any statements made by or on behalf of Buyer and furnished to Assignee by Seller; (6) Seller verifies that there is no inaccuracy or misrepresentation in any statements or representations made by Buyer in the credit application furnished to Assignee by Seller; (7) all disclosures required by law were properly made to Buyer prior to Buyer signing the contract; (8) and no material fact relating to the Vehicle or this contract was misrepresented to Buyer or omitted from disclosure to Buyer; (9) all insurance documentation will be delivered to Buyer within the time required by law; (10) Seller verifies that there is no fact that would impair the validity or value of the contract; (11) Seller verified that Buyer has obtained Physical Damage Insurance acceptable to Assignee on the Property; (12) title to the Property at the time of sale was vested in Seller free of all liens and encumbrances, Seller has the right to assign this contract, and Seller will obtain a certificate of title to the Property, showing a first lien for the benefit of Assignee and that such certificate of title has been or will be applied for within ten (10) days of the sale or delivery of the Property, whichever is earlier; (13) any co-buyer or guarantor of this contract was provided a notice to co-signer form, where required; (14) Seller will perform all warranty work that was agreed to with the Buyer; and (15) Seller is licensed as required by law. If there is, as solely determined by Assignee, any breach of any warranty of Seller, without regard to Seller's knowledge or lack of knowledge with respect thereto or Assignee's reliance thereon, Seller hereby agrees unconditionally to repurchase this contract and/or the Property from Assignee, upon demand, for the full amount then unpaid whether this contract shall then be, or not be, in default. Seller agrees to indemnify Assignee for any judicial setoff or loss, including attorney's fees and court costs, suffered as a result of a claim or defense of Buyer against Seller. If this contract is rescinded by court order or for any other reason Seller agrees to pay Assignee the full amount Assignee paid to purchase it. Liability of Seller arising out of or incident to this assignment shall not be affected by waiver, indulgence, compromise, settlement, extension or variation of the terms of this contract even if it results in the discharge or release of the obligation of Buyer or any other interested person, by operation of law or otherwise. Seller waives notice of acceptance of this assignment and notices of non-payment and non-performance of the contract. In addition to all of the foregoing, this assignment is subject to the provisions set out below in the paragraph initialed by Seller; provided, that if none of the paragraphs below have been initialed by Seller, this assignment shall include the provisions of the paragraph below entitled "Full Repurchase":

INITIAL APPLICABLE PROVISIONS . . . .

☐ WITHOUT RECOURSE: The assignment of this contract is without recourse to the Seller except in the circumstances set forth herein.

☐ FULL RECOURSE: Seller unconditionally guarantees payment to Assignee of the full amount remaining unpaid under this contract and agrees to purchase this contract and/or the Property from Assignee, upon demand, for the full amount then unpaid whether the contract shall then be, or not be, in default.

☐ FULL REPURCHASE: In the event of default by Buyer under this contract and provided that Assignee shall take possession of the Property and tender delivery of same to Seller within 90 days after maturity of the earliest installment wholly in default under this contract, Seller agrees to purchase this contract and/or the Property from Assignee and, regardless of the condition of the Property, Seller agrees to pay to Assignee the then net unpaid balance of the contract plus the reasonable expenses incurred by Assignee in such taking and delivery of the Property. If Assignee's ability to tender delivery of the Property is impaired due to litigation, including but not limited to litigation requisite to obtain possession of the Property, criminal prosecution, seizure by governmental authority, redemption requirements, clearing or perfecting title, moratory legislation or proclamation, or acts of God, war, rebellion, insurrection or of the public enemy, then Assignee's obligation to tender delivery hereunder shall be excused until 30 days after Assignee receives notice of the cessation of any such condition.

☐ LIMITED REPURCHASE: Seller agrees to comply with the terms and obligations of the foregoing Full Repurchase agreement (which are incorporated herein by reference), provided, however, that such obligations of Seller shall terminate hereunder upon payment to Assignee by the Buyer of the first ____________ monthly installments within 15 days of their respective due dates.

☐ OPTIONAL REPURCHASE: If Assignee takes possession of the Property, Seller shall, upon demand from Assignee, either pay Assignee $ ____________ or, at Seller's option, buy the contract and/or the Property in its then condition and location from Assignee for the then net unpaid balance of the contract plus the reasonable expenses incurred by Assignee in the taking of the Property.

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that he is, Dan McIntyre Attorney Agency Supervisor, of Chrysler Financial Company, L.L.C., Plaintiff herein, that he/she is duly authorized to make this verification, and that the facts set forth in the foregoing **Complaint in Civil Action** are true and correct to the best of his/her knowledge, information and belief.

Dan McIntyre

Dan McIntyre

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRYSLER FINANCIAL COMPANY, L.L.C., A MICHIGAN LIMITED LIABILITY CORPORATION	)	
Plaintiff	)	NO. 02-84-CD
v.	)	
TONYA M. POWERS and BARBARA ANN PASI	)	
Defendant	)	

PRAECIPE TO SATISFY AND DISCONTINUE

Filed on behalf of:
DaimlerChrysler Services North America LLC

Counsel of Record for This Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Pittsburgh, PA 15106
(412) 429-7675

FILED

MAY 13 2002
m/9:00/u
William A. Shaw pp 7.00
Prothonotary
no c/c

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRYSLER FINANCIAL COMPANY, L.L.C., A MICHIGAN LIMITED LIABILITY CORPORATION	)	
Plaintiff	)	NO. 02-84-CD
v.	)	
TONYA M. POWERS and BARBARA ANN PASI	)	
Defendant	)	

PRAECIPE TO SATISFY AND DISCONTINUE

TO: Prothonotary

Please satisfy and discontinue the above-captioned action of record. Thank you.

Respectfully submitted:

Date: 5/9/02

Gregg L. Morris, Esquire
Patenaude & Felix, A.P.C
213 E. Main Street
Pittsburgh, PA 15106
(412) 429-7675

FILED

MAY 13 2002

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Chrysler Financial Company, L.L.C.

Vs. **No. 2002-00084-CD**

Tonya M. Powers
Barbara Ann Pasi

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 on May 13, 2002 marked:

Satisfy and Discontinue

Record costs in the sum of $197.92 have been paid in full by Gregg L. Morris, Esq..

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 13th day of May A.D. 2002.

William A. Shaw, Prothonotary

copy to c/A

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

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2002-00084-CD

Chrysler Financial Company, L.L.C.

Debt: 8571.78

Vs.

Atty's Comm.:

Tonya M. Powers
Barbara Ann Pasi

Interest From:

Cost: $

NOW, Monday, May 13, 2002 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 13th day of May, A.D. 2002.

____

Prothonotary