

02-929-CD  
GMAC vs Scott A. Conklin

02

02-929-CD  
GENERAL MOTORS ACCEPTANCE -vs- SCOTT A. CONKLIN  
CORPORATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GENERAL MOTORS ACCEPTANCE  
CORPORATION,

CIVIL DIVISION

Plaintiff

NO. 02-929-CD

vs.

SCOTT A. CONKLIN,

COMPLAINT

Defendant

CIVIL ACTION -- Contract

FILED ON BEHALF OF:

GENERAL MOTORS ACCEPTANCE  
CORPORATION  
Plaintiff

COUNSEL OF RECORD  
FOR THIS PARTY:

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

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

**FILED**

JUN 10 2002

1258/att'y Sanders pl  
William A. Shaw  
Prothonotary

\$80.00

1cc Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

GENERAL MOTORS ACCEPTANCE  
CORPORATION,

Plaintiff

NO.

CIVIL ACTION -- Contract

vs.

SCOTT A. CONKLIN,

Defendant

**NOTICE TO DEFEND**

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

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

GENERAL MOTORS ACCEPTANCE  
CORPORATION,

Plaintiff

NO.

CIVIL ACTION -- Contract

vs.

SCOTT A. CONKLIN,

Defendant

COMPLAINT

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

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

2. The Defendant, SCOTT A. CONKLIN, is an individual residing at 324 Maple Avenue, Clearfield, Pennsylvania, 16830.

3. On April 20, 1996, Fred Diehl Motor, Inc., Rte. 879 West, Box 671, Clearfield, PA, 16830, sold a 1996 Chevrolet Metro, Serial No. 2C1MR5291T6705558, to said Defendant under an Instalment Sale Contract, a copy of which is attached hereto, made a part hereof, and marked Exhibit A.

4. The Defendant agreed to pay for the aforesaid vehicle in the following manner: the sum of \$2,513.24 as a cash and trade down payment and the balance of \$13,404.00 (including sales

tax, finance charges and other charges as shown on said contract) in 60 monthly payments of \$223.40 each, on the date specified on said sales contract.

5. On or about April 20, 1996, the seller under said contract, for value received, assigned and transferred to the said Plaintiff its right, title and interest in the said contract and the property covered thereby. Said assignment is endorsed on the front of said contract as will more fully appear on reference to Exhibit A of this Complaint. Due notice of this assignment was given to the Defendant.

6. Defendant made monthly payments under the Instalment Sale Contract until September 5, 2000, at which time the said Defendant defaulted in the payments under said Contract and made no further payments to Plaintiff.

7. Pursuant to the provisions of said Contract, the Plaintiff, as holder and assignee, declared due and payable the unpaid balance. Although requested, the said Defendant refused to pay the balance due or any part thereof.

8. Said vehicle was then peaceably repossessed by Plaintiff on December 4, 2000, and after due notice to Defendant, was resold on September 25, 2001, for \$500.00, said amount being the best price obtainable.

9. That after application of the amount received on the resale of the vehicle, after applicable repossession expenses, there remained a balance due the Plaintiff of \$6,005.77.

WHEREFORE, Plaintiff demands judgment against the Defendant in the amount of \$6,005.77, together with interest thereon from September 25, 2001, upon the foregoing Complaint in Civil Action -- Contract.

MAY, LONG & SANDERS

BY:

  
RUSSELL R. SANDERS, ESQUIRE  
Attorney for Plaintiff



## RETAIL INSTALMENT SALE CONTRACT

Dealer Number 0427 Contract Number



Buyer (and Co-Buyer)—Name and Address (Include County and Zip Code)	Seller (Creditor) Name and Address
SCOTT A CONKLIN 324 MAPLE AVE CLEARFIELD PA 16830	FRED DIEHL MOTOR, INC. RT 879 WEST BOX 671 CLEARFIELD, PA 16830

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

"You" and "your" refer to you, the Buyer, and any Co-Buyer, "We", "Us" and "Our" refer to the Seller named above and to anyone to whom the Seller assigns this contract.

Seller intends to assign this contract to General Motors Acceptance Corporation (GMAC).

**Description of Vehicle.** You agree to buy and we agree to sell the following vehicle:

New or Used	Year	Make and Model	Body Type	Vehicle Identification No.	Use for Which Purchased
NEW	96	CHEVROLET METRO	SDN	2C1MR5291T6705558	<input checked="" type="checkbox"/> personal <input type="checkbox"/> agricultural <input type="checkbox"/> business <input type="checkbox"/>

If truck—Describe body and major items of equipment sold:

FEDERAL TRUTH-IN-LENDING DISCLOSURES						
<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate.	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you.	<b>Amount Financed</b> The amount of credit provided to you or on your behalf.	<b>Total of Payments</b> The amount you will have paid after you have made all payments as scheduled.	<b>Total Sale Price</b> The total cost of your purchase on credit, including your down-payment of \$ 2513.24 is		
11.00 %	\$ 3175.00	\$ 10229.00	\$ 13404.00	\$ 15917.24		
Your Payment Schedule Will Be:						
Number of Payments	Amount of Payments	When Payments Are Due	Or as Follows:			
60	223.40	Monthly beginning 06/05/96				
<b>Late Charge.</b> If a payment is not paid in full within 10 days after it is due, you will pay a late charge. If the vehicle purchased is a heavy commercial motor vehicle, the charge will be 4% of the amount of the payment that is late. If the vehicle purchased is off-highway business or farm equipment, the charge will be 5% of the amount of the payment that is late. Otherwise, the charge will be 2% per month on the amount of the payment that is late, computed on the basis of a full calendar month for any fractional month period in excess of 10 days.						
<b>Prepayment.</b> If you pay off all your debt early you may be entitled to a refund of part of the finance charge.						
<b>Security Interest.</b> You are giving a security interest in the vehicle being purchased.						
<b>Additional Information:</b> See the other side of this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, prepayment refunds and security interest.						

**ITEMIZATION OF AMOUNT FINANCED**

1 Cash Price (including any accessories, services, and taxes)	\$ 12054.00	(1)
2 Total Downpayment = Net Trade-in \$ 1300.00	+ Cash Downpayment \$ 413.24	
+ Other (Describe) MFG REBATE & FTB	\$ 800.00	
Your Trade-in is a 87 DODGE SHADOW	\$ 2513.24	(2)
Year Make Model		
3 Unpaid Balance of Cash Price (1 minus 2)	\$ 9540.76	(3)
4 Other Charges Including Amounts Paid to Others on Your Behalf:		
*A Cost of Required Physical Damage Insurance Paid to the Insurance Company Named in the Insurance Section, Below—Covering Damage to the Vehicle	\$ N/A	
**B Cost of Optional Mechanical Repair Insurance Paid to the Insurance Company Named in the Insurance Section, Below—Covering Certain Mechanical Repairs	\$ N/A	
***C Cost of Optional Credit Life and/or Accident and Health Insurance for the Term of this Contract Paid to the Insurance Company or Companies Named in the Insurance Section, Below.		
Life \$ N/A Disability, Accident and Health \$ N/A	\$ N/A	
D Official Fees Paid to Government Agencies	\$ 5.00	
E Taxes Not Included in Cash Price	\$ 626.24	
F Government License and/or Registration Fees (Itemize)	\$ 4.00	
G Government Certificate of Title Fees	\$ 15.00	
H Other Charges (Seller must identify who will receive payment and describe purpose)		
to FRED DIEHL MOTOR, INC. NOTARY & DOC FEE	\$ 38.00	
to \$ N/A		
Total Other Charges and Amounts Paid to Others on Your Behalf	\$ 688.24	(4)
5 Amount Financed—Unpaid Balance (3 + 4)	\$ 10229.00	(5)
6 Finance Charge	\$ 3175.00	(6)
7 Time Balance—Total of Payments (5 + 6)	\$ 13404.00	(7)
8 Payment Schedule: 60 instalments of \$ 223.40 each, monthly beginning 06 05 96 or if scheduled payments are irregular or uneven, (Mo.) (Day) (Yr.)		

as indicated in the Federal Truth-In-Lending Disclosures, above.

**Insurance.** If any insurance is checked below, the policies or certificates issued by the Companies named will describe the terms and conditions.

\***Required Physical Damage Insurance.** We require that you have physical damage insurance. You may obtain it from anyone you want who is acceptable to us. We have the cost of this insurance in 4B of the Itemization of Amount

\*\***Optional Mechanical Repair Insurance.** We have shown

Life \$	N/A	Disability, Accident and Health \$	N/A	\$	N/A
<b>D</b> Official Fees Paid to Government Agencies				\$	5.00
<b>E</b> Taxes Not Included in Cash Price				\$	626.24
<b>F</b> Government License and/or Registration Fees (Itemize)				\$	4.00
<b>G</b> Government Certificate of Title Fees				\$	15.00
<b>H</b> Other Charges (Seller must identify who will receive payment and describe purpose)					
FRED DIEHL MOTOR, INC.	NOTARY & DOC FEE			\$	38.00
to				\$	
to				\$	N/A
Total Other Charges and Amounts Paid to Others on Your Behalf				\$	688.24 (4)
<b>5</b> Amount Financed—Unpaid Balance (3 + 4)				\$	10229.00 (5)
Additional Disclosures Required by State Law				\$	3175.00 (6)
				\$	13404.00 (7)
6 Finance Charge					
7 Time Balance—Total of Payments (5 + 6)					
8 Payment Schedule: 60 instalments of \$ 223.40 each, monthly beginning 06 05 96 or if scheduled payments are irregular or uneven, (Mo.) (Day) (Yr.) as indicated in the Federal Truth-In-Lending Disclosures, above.					

**Insurance.** If any insurance is checked below, the policies or certificates issued by the Companies named will describe the terms and conditions.

**\*Required Physical Damage Insurance.** We require that you have physical damage insurance. You may obtain it from anyone you want who is acceptable to us. We have shown the cost of this insurance in 4A of the Itemization of Amount Financed, above.

Insurance Company N/A Term: \_\_\_\_\_ months

\$ N/A Deductible Collision and either:

Full Comprehensive including Fire, Theft and Combined Additional Coverage

\$ N/A Deductible Comprehensive including Fire, Theft and Combined Additional Coverage

Fire, Theft and Combined Additional Coverage

Optional, if desired— Towing and Labor costs  Rental Reimbursement  CB Radio Equipment

**\*\*Optional Mechanical Repair Insurance.** We have shown the cost of this insurance in 4B of the Itemization of Amount Financed, above.

Insurance Company N/A

Term:  36 months or 36,000 miles, whichever occurs first

Term:  N/A

\$25 Deductible  \$50 Deductible  \$ N/A Deductible

**\*\*\*Optional Credit Life and/or Accident and Health Insurance.** We do not require you to have credit life insurance and credit accident and health insurance to obtain credit. We will not provide them unless you sign for them and agree to pay the additional cost. If you want this insurance, check the insurance desired and sign below. If you have chosen this insurance, the cost is shown in 4C of the Itemization of Amount Financed, above.

Check the insurance desired:  Life (Buyer  Co-Buyer  )  
 Disability, Accident and Health (Buyer Only)

(Name of Insurer—Life)

(Home Office Address)

(Name of Insurer—A & H)

(Home Office Address)

This policy will pay amounts due on this contract up to \$ N/A

APPROVAL: I DESIRE TO OBTAIN THE CREDIT LIFE AND/OR ACCIDENT AND HEALTH INSURANCE CHECKED ABOVE FOR THE PERSON/ PERSONS PROPOSED FOR INSURANCE.

Buyer Signature

Date

Co-Buyer Signature

Date

**ANY INSURANCE THIS CONTRACT DESCRIBES DOES NOT INCLUDE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.**

**If you do not meet your contract obligations, you may lose your motor vehicle.**

See the other side of this contract for other important agreements, including your agreement to give us a security interest in insurance premiums and proceeds.

You signed this contract on (Do not date on Sunday) 04 (Mo.) 20 (Day) 96 (Yr.)

04

20

96

(Mo.)

(Day)

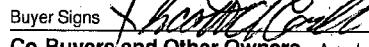
(Yr.)

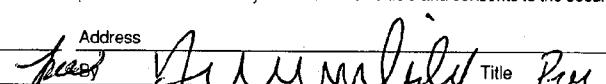
#### Notice to Buyer

**Do not sign this contract in blank.**

**You are entitled to an exact copy of the contract you sign.**

**Keep it to protect your legal rights.**

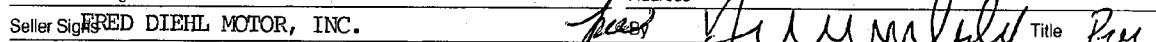
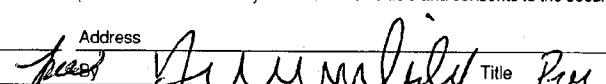
Buyer Signs 

Co-Buyer Signs 

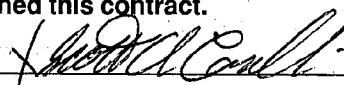
**Co-Buyers and Other Owners**—A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The co-buyer or other owner knows that we have a security interest in the vehicle and consents to the security interest.

Other owner signs here

Address

Seller Signs  Title 

**You acknowledge you received a true, correct and complete copy of this contract from the seller when you signed this contract.**

Buyer Signs 

Co-Buyer Signs 

If Seller obtained this vehicle from General Motors Corporation (GM) on instalment credit terms, Seller assigns its interest in this contract to GM under the terms of the GM Instalment Sales Finance Plan—Terms of Substitution and Assignment agreement. Otherwise, Seller assigns its interest in this contract to General Motors Acceptance Corporation (GMAC) under the terms of the GMAC Retail Plan agreement.

Assigned with recourse	Assigned without recourse or with limited recourse
<input type="checkbox"/> FRED DIEHL MOTOR, INC.	<input type="checkbox"/> FRED DIEHL MOTOR, INC.

## OTHER IMPORTANT AGREEMENTS

**Ownership and Risk of Loss.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed or missing. You agree not to remove the vehicle from the United States or Canada. You agree that you will not sell, rent, lease or otherwise transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or other involuntary transfer, even if the vehicle was not the subject of judicial or administrative action. You will make sure our security interest (lien) on the vehicle is shown on the title. If we pay any repair bills, storage bills, taxes, fines, or other charges on the vehicle, you agree to repay the amount when we ask for it.

**Security Interest.** You give us a security interest in (1) the vehicle being purchased, (2) any accessories, equipment and replacement parts installed in the vehicle, (3) any insurance premiums and charges for service contracts returned to us, (4) any proceeds of insurance policies or service contracts on the vehicle, and (5) any proceeds of insurance policies on your life or health that this contract finances. This secures payment of all amounts you owe in this contract, or that you may owe under any separate insurance finance agreement with us. This secures payment of all amounts you owe in any transfer, renewal, extension or assignment of this contract. It also secures your other agreements in this contract.

**Prepayment Refund.** You can prepay all of your debt and get a refund of part of the Finance Charge. We will figure the refund by the Actuarial Method but we will not pay you if the net finance charge is less than \$10. We will not pay you the refund if it is less than \$1.00.

**Required Physical Damage Insurance.** You agree to have physical damage insurance covering loss or damage to the vehicle for the term of this contract. At any time during the term of this contract, if you do not have physical damage insurance that covers both your interest and our interest in the vehicle, then we may buy insurance for you. If we do not buy physical damage insurance that covers both interests in the vehicle, we may, if we choose, buy insurance that covers only our interest.

We are not obligated to buy any insurance, but may do so if we choose. If we buy insurance, we will tell you what type it is and the charge you must pay, if any. The charge will be the cost of the insurance and a finance charge, at the highest lawful contract rate. You agree to pay the charge in equal installments, either with the payments shown in the Payment Schedule section, or as a separate account set up for this purpose.

If the vehicle is lost or damaged, you agree that we can use any insurance settlement either to repair the vehicle or to apply to your debt.

**Late Charge.** You will have to pay a late charge on each payment we receive more than ten days late. The charge is shown in the Federal Truth in Lending disclosures section on the front. If we accept a late payment or late charge, this does not excuse your late payment or mean that you can keep making payments late. We may also take the steps in the sections "When You Must Repay in Full Before the Scheduled Date" and "Repossession of the Vehicle for Failure to Pay" if there is any late payment.

**Optional Insurance or Service Contracts.** This contract may contain charges for optional insurance or service contracts. If we repossess the vehicle, you agree that we may claim benefits under these contracts. You also agree that we may terminate them to obtain refunds for unearned charges.

**Refunds of Insurance or Service Contract Charges.** If we receive a refund of any charge for required insurance, we may (1) credit it to your account, (2) use it to buy similar insurance, or (3) use it to buy insurance which covers only our interest in the vehicle. We will credit any refund on optional insurance or service contracts we obtain to your account.

We will credit both the amounts we receive and the unearned Finance Charges on those amounts to your account. We will apply these credits to as many of your payments as they will cover, beginning with the last payment. We will tell you what we do.

**When You Must Repay in Full Before the Scheduled Date.** If you pay any payment late; if you or someone else starts a proceeding in bankruptcy, receivership or insolvency against you or your property; or if you break any of the agreements in this contract (default), we can demand that you pay all you owe on this contract at once. We must give you any notice required by law. In figuring what you owe, we will give you a refund of part of the Finance Charge figured the same way as if you had prepaid in full.

**Repossession of the Vehicle for Failure to Pay.** Repossession means that we can take the vehicle from you if you fail to

pay according to the payment schedule or if you break any of the agreements in this contract (default). We must give you any notice the law requires. We can enter your property or the property where the vehicle is stored to take the vehicle if we do it peacefully. If there is any personal property in the vehicle, such as clothing, we will store it for you. Any accessories, equipment or replacement parts will stay with the vehicle.

**Getting the Vehicle Back After Repossession.** If we repossess the vehicle, you have the right to get it back (redeem) by paying all you owe on the contract (not just past due payments). You will also have to pay any late charges, the cost of taking and storing the vehicle, and other expenses that we have had. When we figure the entire amount you owe on the contract, we will give you a refund of part of the finance charge figured the same way as if you had prepaid your contract. Your right to redeem will end when we sell the vehicle.

**Sale of the Repossessed Vehicle.** We will send you a written notice of sale at least 15 days before we sell the vehicle. If you do not redeem the vehicle by the date on the notice, we can sell the vehicle. We will use the net proceeds of the sale to pay all or part of your debt.

We will figure the net proceeds of sale by subtracting these items from the selling price: Any late charges; any charges for taking and storing the vehicle, cleaning and advertising, etc.; and any reasonable attorney fees and court costs.

If you owe us less than the net proceeds of sale, we will pay you the difference, unless there is a requirement that we pay it to someone else. For example, we may have to pay a lender who gave you a loan and also took a security interest in the vehicle.

If you owe more than the net proceeds of sale, you will pay us the difference between the net proceeds of sale and what you owe when we ask for it. If you do not pay this amount when we ask, we may also charge you interest at the highest lawful rate until you pay us all you owe.

**Collection Costs.** If we hire an attorney to collect what you owe, you will pay the attorney's reasonable fee and any court costs.

**Delay in Enforcing Rights and Changes of this Contract.** We can delay or refrain from enforcing any of our rights under this contract without losing them. For example, we can extend the time for making some payments without extending the time for others. Any change in terms of this contract must be in writing and we must sign it. No oral changes are binding. If any part of this contract is not valid, all other parts will remain enforceable.

**Warranties We Disclaim.** You understand that if you or others use the vehicle principally for business or agricultural purposes, or if we told you in writing before sale that we are selling the vehicle on an "as is" basis and that you are responsible for the entire risk as to the quality of performance of the vehicle, there is no implied warranty of merchantability, no implied warranty of fitness for a particular purpose and no implied warranty that extends beyond the description of the vehicle on the other side of this contract, unless we extend a written warranty or service contract within 90 days from the date of this contract.

An implied warranty of merchantability generally means that the vehicle is fit for the ordinary purpose for which people generally use such vehicles. A warranty of fitness for a particular purpose is a warranty that may arise when we have reason to know the particular purpose for which you require the vehicle and you rely on our skill or judgment to furnish a suitable vehicle.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide to you.

**Used Car Buyers Guide.** 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.

**Notice of Substitution of Contract.** If we obtained this vehicle from General Motors Corporation (GM) on instalment credit terms, we will substitute this contract for, and this contract will replace our obligation to pay GM for the vehicle you are purchasing. This substitution will not change the amount you have agreed to pay us, the payment schedule, the finance charge or any of your rights and duties for this purchase. The terms of this contract set forth your entire and only obligation to us, GM, or any other holder of this contract.

**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.**

SCOTT A. CONKLIN

VERIFICATION

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

General Motors Acceptance Corporation

Date: 5/24/02

By

C.Pavalowski

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GENERAL MOTORS ACCEPTANCE  
CORPORATION, a corporation,

CIVIL DIVISION

Plaintiff

NO. 2002-00929-CD

vs.

CIVIL ACTION--Contract

SCOTT A. CONKLIN

PRAECLYPE FOR DEFAULT JUDGMENT

Defendant

FILED ON BEHALF OF:

GENERAL MOTORS ACCEPTANCE  
CORPORATION, Plaintiff

Address for Plaintiff:

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

COUNSEL OF RECORD  
FOR THIS PARTY:

Address for Defendant:  
SCOTT A. CONKLIN  
324 Maple Avenue  
Clearfield PA 16830

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

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

**FILED**      **FILED**

AUG 13 2002

~~AUG 02 2002~~

*m*  
William A. Shaw  
Prothonotary

William A. Shaw  
Prothonotary

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

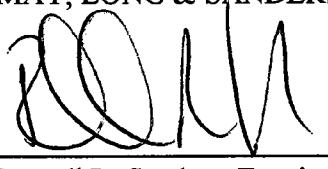
GENERAL MOTORS ACCEPTANCE CORPORATION, a corporation, Plaintiff vs. SCOTT A. CONKLIN Defendant ) ) ) ) ) NO. 2002-00929-CD ) ) CIVIL ACTION--Contract ) ) ) ) )

**PRAECIPE FOR DEFAULT JUDGMENT**

TO THE PROTHONOTARY:

Kindly enter a judgment in favor of the Plaintiff and against the Defendant, SCOTT A. CONKLIN, in the above-captioned matter for failure to file an answer to Plaintiff's Complaint within 20 days of service thereof; and assess the Plaintiff's damages in the amount of \$6,005.77, with interest from September 25, 2001.

I HEREBY CERTIFY that a written notice of intention to file this Praeclipe for Judgment was mailed via ordinary U.S. Mail, postage prepaid, to the Defendant on July 19, 2002, a copy of which is attached hereto.

MAY, LONG & SANDERS  
BY:   
Russell R. Sanders, Esquire  
Attorney for Plaintiff

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

GENERAL MOTORS ACCEPTANCE  
CORPORATION,

Plaintiff

vs.

SCOTT A. CONKLIN,

Defendant

NO. 2002-00929-CD

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

TO: SCOTT A. CONKLIN

Date of Notice: July 19, 2002

**IMPORTANT NOTICE**

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

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

By

MAY, LONG & SANDERS, P.C.

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

**FILED**

Aug 13, 2007

~~100-67002~~

W/ 9:20 AM ~~2007~~ ~~2007~~ Sanders  
William A. Shaw pd \$20.00  
Prothonotary

Not to Det:  
WA 1740  
for Shener's  
Petition  
Sear. to Atty.

**COPY**

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

GENERAL MOTORS ACCEPTANCE )  
CORPORATION, a corporation, )  
Plaintiff ) NO. 2002-00929-CD  
vs. ) CIVIL ACTION--Contract  
SCOTT A. CONKLIN )  
Defendant )

**NOTICE OF DEFAULT JUDGMENT**

TO: SCOTT A. CONKLIN

You are hereby notified that a Judgment was entered against you in the above-captioned case on August 13, 2002.

The Judgment is as follows:

Judgment in the amount of \$6,005.77, with interest from September 25, 2001.

By

William L. Shan  
Deputy

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

General Motors Acceptance Corporation  
Plaintiff(s)

No.: 2002-00929-CD

Real Debt: \$6005.77

Atty's Comm:

Vs.

Costs: \$

Int. From: September 25, 2001

Scott A. Conklin  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: August 13, 2002

Expires: August 13, 2007

Certified from the record this August 13, 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 # 12624

GENERAL MOTORS ACCEPTANCE CORPORATION

02-929-CD

VS.

CONKLIN, SCOTT A.

**COMPLAINT**

**SHERIFF RETURNS**

NOW JUNE 21, 2002 AT 9:40 AM DST SERVED THE WITHIN COMPLAINT ON SCOTT A. CONKLIN, DEFENDANT AT RESIDENCE, 324 MAPLE AVE., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SCOTT A. CONKLIN A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: RYEN

---

**Return Costs**

Cost	Description
25.00	SHFF. HAWKINS PAID BY; ATTY.
10.00	SURCHARGE PAID BY; ATTY.

Sworn to Before Me This

22<sup>nd</sup> Day Of August 2002  
William A. Shaw

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

So Answers,

*Chester A. Hawkins*  
*by Marly H. Hause*  
Chester A. Hawkins  
Sheriff

**FILED**

AUG 12 2002

014.00

William A. Shaw  
Prothonotary