2003-171-CD MATHEW THOMAS
DAIMLERCHRYSLER SERVICES NORTH AMERICA LLC VS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DAIMLERCHRYSLER SERVICES NORTH AMERICA LLC Plaintiff v. MATHEW THOMAS Defendant	))))))))))	NO. 03-171-CD

COMPLAINT IN CIVIL ACTION

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
Carnegie, PA 15106
(412) 429-7675

FILED

FEB 06 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

DAIMLERCHRYSLER SERVICES NORTH AMERICA LLC	)	NO.
Plaintiff	)	
v.	)	
MATHEW THOMAS	)	
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

DAIMLERCHRYSLER SERVICES NORTH AMERICA LLC	)	NO.
Plaintiff	)	
v.	)	
MATHEW THOMAS	)	
Defendant	)	

COMPLAINT IN CIVIL ACTION

AND NOW, comes Plaintiff, DAIMLERCHRYSLER SERVICES NORTH AMERICA LLC, 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, DaimlerChrysler Services North America LLC is a corporation with offices at 10 Penn Center West, Building #3, Suite 421, Pittsburgh, PA 15276.

2. Defendant is Mathew Thomas, who is believed to currently reside at Woodel Road, Grampian, Pennsylvania 16838.

3. On or about April 25, 1995, the aforesaid Defendant 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.

4. "Seller" thereafter assigned the Contract to Plaintiff, DaimlerChrysler Services North America LLC.

5. Pursuant to the terms of the Contract, Defendant was to make Sixty (60) payments of $483.64 commencing on May 25, 1995.

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

7. Plaintiff avers that Defendant defaulted under the Contract by failing to make payments to Plaintiff as promised.

8. Due to Defendant's default under the Contract, Plaintiff exercised its rights to terminate the Contract and retake possession of the vehicle.

9. After calculating early termination charges due to Plaintiff, and proceeds from sale, if any, Plaintiff avers that a deficiency balance of $5,017.93 is due from Defendant as of November 30, 2000.

10. Defendant made payments in the amount of $100.00 and is entitled to credit for said payments.

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

12. Plaintiff avers that such attorney's fees will amount to $1,600.00.

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

WHEREFORE, Plaintiff demands Judgment in its favor, and against Defendants, in the amount of $4,917.93 and reasonable attorney's fees in the amount of $1,600.00 with continuing interest thereon at the legal rate from the date of Judgment plus costs.

Respectfully Submitted:

Patenaude & Felix, A.P.C

Gregg L. Morris, Esquire
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

84-291-5345 (7/94) PA SIMPLE INTEREST

RETAIL INSTALLMENT CONTRACT

DATE	ACCOUNT NO.
25 APR 1995	3153847

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

MATHEW THOMAS
RD #4 BOX295
DUBOIS PA 15801

CREDITOR (SELLER'S) NAME AND ADDRESS

NORTHEAST AUTO OUTLET INC. DBA NORTHEAST JEEP/EA
3301 GRANT AVE
PHILA.,PA. 19114

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.
95	JEEP		CHEROKEE	2WD SPORT	1J4FT68S4SL59636 4

IF A USED VEHICLE, CHECK ALL SPECIAL EQUIPMENT: ☐ AUTO TRANS. ☐ POWER WIND. ☐ POWER SEATS ☐ AIR COND. DESCRIBE OTHER SPECIAL EQUIPMENT OF USED VEHICLE

Description of Trade-in YEAR MAKE MODEL

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 $ 2500.00
18.00 %	E$ 9972.47	$ 19045.93	E$ 29018.40	E$ 31518.40

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

NO. OF PAYMENTS	AMOUNT OF EACH PAYMENT	WHEN PAYMENTS ARE DUE (MONTHLY BEGINNING)	NO. OF PAYMENTS	AMOUNT OF EACH PAYMENT	WHEN PAYMENTS ARE DUE (MONTHLY BEGINNING)
60	$ 483.64	05/25/95	N/A	$ N/A	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 $ N/A

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.

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 REMAINS IN EFFECT. YOU MAY CHOOSE THE PERSON AND INSURANCE COMPANY THROUGH WHICH 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

ITEMIZATION OF THE AMOUNT FINANCED .....

1. Cash Price		
a. Vehicle (including accessories, delivery, installation charges, if any)	$ 17895.00	
b. Sales Tax	1139.40	
c. Documentary Fee	39.00	
d. Service Contract	N/A	
e. Cash Price (1a + 1b + 1c + 1d)		$ 19073.40
2. Downpayment		
a. Cash Downpayment	2500.00	
b. Manufacturer's Rebate	N/A	
c. Gross Allowance on Trade-in $ N/A		
d. Pay-off on Trade-in $ N/A		
e. Net Allowance on Trade-in (2c—2d)	N/A	
f. Downpayment (2a + 2b + 2e)		$ 2500.00
3. Unpaid Balance of Cash Price (1e—2f)		$ 16573.40
4. Other Charges Including Amounts Paid to Others on Your Behalf		
a. Paid to Public Officials for:		
(i) Other Taxes Not Included in Cash Price	5.00	
(ii) Filing Fees	N/A	
(iii) License Fees	N/A	
(iv) Certificate of Title Fees	15.00	
(v) Registration Fees	34.00	

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 *REMAINS IN EFFECT*. YOU MAY CHOOSE THE PERSON AND INSURANCE COMPANY THROUGH WHICH 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 N/A months or N/A 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 ______ 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		
GUARANTEE TRUST LIFE INSURANCE CO.			300 ST. PAUL PLACE, BALTIMORE MD		
TYPE . . .	PREMIUM . . .	PERSON(S) INSURED . . .	TYPE . . .	PREMIUM . . .	PERSON(S) INSURED . . .
☐ CREDIT LIFE	$ N/A	MATHEW THOMAS	☐ CREDIT ACCIDENT AND HEALTH	$ 1314.53	MATHEW THOMAS

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

BUYER'S SIGNATURE	DATE	CO-BUYER'S SIGNATURE	DATE
X Mathew Thomas	25 APR 1995		

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

a. Paid to Public Officials for:		
(i) Other Taxes Not Included in Cash Price	5.00	
(ii) Filing Fees	N/A	
(iii) License Fees	N/A	
(iv) Certificate of Title Fees	15.00	
(v) Registration Fees	34.00	
b. Paid to: STATE AUTO TAGS For: ~~MESSENGER FEES~~	9.00	
c. Paid to: CHRYSLER For: EXTENDED WARRANTY	1095.00	
d. Paid to Insurance Companies for:		
(i) Optional Mechanical Breakdown Insurance	N/A	
(ii) Optional Credit Life Insurance	N/A	
(iii) Optional Credit Accident and Health Insurance	1314.53	
e. Subtotal (4a + 4b + 4c + 4d)		$ 2472.53

5. Amount Financed (3 + 4e)	$ 19045.93

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
X Mathew Thomas	

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
X Mathew Thomas	

THIS CONTRACT IS ACCEPTED BY THE CREDITOR (SELLER) AND ASSIGNED TO CHRYSLER CREDIT CORPORATION IN ACCORDANCE WITH THE TERMS OF THE ASSIGNMENT SET FORTH ON THE REVERSE HEREOF.

CREDITOR (SELLER)	BY	TITLE
NORTHEAST AUTO OUTLET INC. DBA NORHTEAST JEEP/EAGI		

ORIGINAL

ADDITIONAL TERMS AND CONDITIONS

A. **Promise to Pay.** 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 Amount Financed. The Finance Charge, Total of Payments, and the Total Sale Price are 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. Creditor will send you a notice after receipt of the final scheduled payment to show what (if anything) you owe. You agree that you will pay all amounts (if any) then owed on the contract within twenty (20) days of your receipt of the notice.

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:

(1) you fail to make any payment when due according to the Payment Schedule shown on the front of this contract;

(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 above.

G. **Remedies Upon Default.** If you default, Creditor shall have the right to declare the unpaid portion of the Total of Payments under this contract, together with any other amount for which you have become obligated hereunder, less the unearned portion of the finance charge and any insurance or service contract rebates or refunds, to be immediately due and payable 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 the peace, enter the premises where the Vehicle may be and take immediate possession of the Vehicle including any equipment or accessories.

If the Vehicle is replevined by legal process or otherwise repossessed, Creditor may, but is not required to, allow you the right to 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 thereto, dispose of the Vehicle in a commercially reasonable manner, which may include either a public sale or a private sale. The proceeds 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, if 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 manner 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 Chrysler Credit Corporation ("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 omission by the Creditor or Assignee in the enforcement of any of its rights shall constitute a waiver. Any provision 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

(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:

(1) you fail to make any payment when due according to the Payment Schedule shown on the front of this contract;

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 omission* by the Creditor or Assignee in the enforcement of any of its rights shall constitute a waiver. Any provision 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 Chrysler Credit Corporation ("Chrysler") Seller's entire right, title and interest in and to this contract and authorizes Chrysler 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 Chrysler 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 Chrysler 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 Chrysler 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 Chrysler 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 Chrysler 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 Chrysler, any breach of any warranty of Seller, without regard to Seller's knowledge or lack of knowledge with respect thereto or Chrysler's reliance thereon, Seller hereby agrees unconditionally to repurchase this contract and/or the Property from Chrysler, upon demand, for the full amount then unpaid whether this contract shall then be, or not be, in default. Seller agrees to indemnify Chrysler 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 Chrysler the full amount Chrysler 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 Chrysler of the full amount remaining unpaid under this contract and agrees to purchase this contract and/or the Property from Chrysler, 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 Chrysler 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 Chrysler and, regardless of the condition of the Property, Seller agrees to pay to Chrysler the then net unpaid balance of the contract plus the reasonable expenses incurred by Chrysler in such taking and delivery of the Property. If Chrysler'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 Chrysler's obligation to tender delivery hereunder shall be excused until 30 days after Chrysler 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 Chrysler by the Buyer of the first ____________ monthly installments within 15 days of their respective due dates.

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

FILED Atty pd. 85.00

m 11:35 AM
FEB 06 2003 1CC Shff

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13635

DAIMLERCHRYSLER SERVICES NORTH AMERICA 03-171-CD

VS.

THOMAS, MATHEW

COMPLAINT

SHERIFF RETURNS

NOW MARCH 10, 2003 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT "NOT FOUND" AS TO MATHEW THOMAS, DEFENDANT. POSSIBLY WORKS IN THE CLARION, PA. AREA AS A MECHANIC.

Return Costs

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

Sworn to Before Me This

21st Day Of March 2003

William A. Shaw

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

So Answers,

Chester Hawkins
by Marilyn Hamm

Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DAIMLERCHRYSLER SERVICES NORTH AMERICA LLC	)	
	)	NO. 03-171-CD
Plaintiff	)	
v.	)	
MATHEW THOMAS	)	
Defendant	)	

COMPLAINT IN CIVIL ACTION

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
Carnegie, PA 15106
(412) 429-7675

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

FEB 06 2003

Attest. William A. Shaw
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DAIMLERCHRYSLER SERVICES NORTH AMERICA LLC	)	NO.
Plaintiff	)	
v.	)	
MATHEW THOMAS	)	
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 cr 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

DAIMLERCHRYSLER SERVICES NORTH AMERICA LLC	)	NO.
Plaintiff	)	
v.	)	
MATHEW THOMAS	)	
Defendant	)	

COMPLAINT IN CIVIL ACTION

AND NOW, comes Plaintiff, DAIMLERCHRYSLER SERVICES NORTH AMERICA LLC, 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, DaimlerChrysler Services North America LLC is a corporation with offices at 10 Penn Center West, Building #3, Suite 421, Pittsburgh, PA 15276.

2. Defendant is Mathew Thomas, who is believed to currently reside at Woodel Road, Grampian, Pennsylvania 16838.

3. On or about April 25, 1995, the aforesaid Defendant 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.

4. "Seller" thereafter assigned the Contract to Plaintiff, DaimlerChrysler Services North America LLC.

5. Pursuant to the terms of the Contract, Defendant was to make Sixty (60) payments of $483.64 commencing on May 25, 1995.

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

7. Plaintiff avers that Defendant defaulted under the Contract by failing to make payments to Plaintiff as promised.

8. Due to Defendant's default under the Contract, Plaintiff exercised its rights to terminate the Contract and retake possession of the vehicle.

9. After calculating early termination charges due to Plaintiff, and proceeds from sale, if any, Plaintiff avers that a deficiency balance of $5,017.93 is due from Defendant as of November 30, 2000.

10. Defendant made payments in the amount of $100.00 and is entitled to credit for said payments.

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

12. Plaintiff avers that such attorney's fees will amount to $1,600.00.

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

WHEREFORE, Plaintiff demands Judgment in its favor, and against Defendants, in the amount of $4,917.93 and reasonable attorney's fees in the amount of $1,600.00 with continuing interest thereon at the legal rate from the date of Judgment plus costs.

Respectfully Submitted:

Patenaude & Felix, A.P.C

Gregg L. Morris, Esquire
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

84-291-5345 (7/94) PA SIMPLE INTEREST

RETAIL INSTALLMENT CONTRACT

DATE	ACCOUNT NO.	BUYER'S (AND CO-BUYER'S, IF ANY) NAME AND ADDRESS	
25 APR 1995	3[illegible]	MATHEW THOMAS RD #4 BOX295 DUBOIS PA 15801	NORTHEAST AUTO OUTLET INC. DBA NORTHEAST JEEP/EA 3301 GRANT AVE PHILA., PA. 19114

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
95	JEEP		CHEROKEE 2WD SPORT		1J4FT68S4SL59636 4

IF A USED VEHICLE, CHECK ALL SPECIAL EQUIPMENT: ☐ AUTO TRANS. ☐ POWER WIND. ☐ POWER SEATS ☐ AIR COND. DESCRIBE OTHER SPECIAL EQUIPMENT OF USED VEHICLE

Description of Trade-in YEAR MAKE MODEL

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 $ 2500.00
18.00 %	E $ 9972.47	$ 19045.93	E $ 29018.40	E $ 31518.40

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

NO. OF PAYMENTS	AMOUNT OF EACH PAYMENT	WHEN PAYMENTS ARE DUE (MONTHLY BEGINNING)	NO. OF PAYMENTS	AMOUNT OF EACH PAYMENT	WHEN PAYMENTS ARE DUE (MONTHLY BEGINNING)
60	$ 483.64	05/25/95	N/A	$ N/A	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 $ N/A

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.

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 REMAINS IN EFFECT. YOU MAY CHOOSE THE PERSON AND INSURANCE COMPANY THROUGH WHICH 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

ITEMIZATION OF THE AMOUNT FINANCED .....

1. Cash Price		
a. Vehicle (including accessories, delivery, installation charges, if any)	$ 17895.00	
b. Sales Tax	1139.40	
c. Documentary Fee	39.00	
d. Service Contract	N/A	
e. Cash Price (1a + 1b + 1c + 1d)		$ 19073.40
2. Downpayment		
a. Cash Downpayment	2500.00	
b. Manufacturer's Rebate	N/A	
c. Gross Allowance on Trade-in $ N/A		
d. Pay-off on Trade-in $ N/A		
e. Net Allowance on Trade-in (2c—2d)	N/A	
f. Downpayment (2a + 2b + 2e)		$ 2500.00
3. Unpaid Balance of Cash Price (1e - 2f)		$ 16573.40
4. Other Charges Including Amounts Paid to Others on Your Behalf		
a. Paid to Public Officials for.		
(i) Other Taxes Not Included in Cash Price	5.00	
(ii) Filing Fees	N/A	
(iii) License Fees	N/A	
(iv) Certificate of Title Fees	15.00	

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 REMAINS IN EFFECT. YOU MAY CHOOSE THE PERSON AND INSURANCE COMPANY THROUGH WHICH 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 N/A months or N/A 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 ______ 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: GUARANTEE TRUST LIFE INSURANCE CO.
ADDRESS OF INSURER: 300 ST. PAUL PLACE, BALTIMORE MD

TYPE ...	PREMIUM ...	PERSON(S) INSURED ...	TYPE ...	PREMIUM ...	PERSON(S) INSURED
☐ CREDIT LIFE	$ N/A	MATHEW THOMAS	☐ CREDIT ACCIDENT AND HEALTH	$ 1314.53	MATHEW THOMAS

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

BUYER'S SIGNATURE X Matthew Thomas DATE 25 APR 1995 CO-BUYER'S SIGNATURE DATE

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

a. Paid to Public Officials for:	
(i) Other Taxes Not Included in Cash Price	5.00
(ii) Filing Fees	N/A
(iii) License Fees	N/A
(iv) Certificate of Title Fees	15.00
(v) Registration Fees	34.00
b. Paid to: STATE AUTO TAGS For: ~~MESSENGER FEES~~	9.00
c. Paid to: CHRYSLER For: EXTENDED WARRANTY	1095.00
d. Paid to Insurance Companies for:	
(i) Optional Mechanical Breakdown Insurance	N/A
(ii) Optional Credit Life Insurance	N/A
(iii) Optional Credit Accident and Health Insurance	1314.53
e. Subtotal (4a + 4b + 4c + 4d)	$ 247[illegible].53

5. Amount Financed (3 + 4e) $ 19045.93

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 X Matthew Thomas 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 X Matthew Thomas CO-BUYER'S SIGNATURE

THIS CONTRACT IS ACCEPTED BY THE CREDITOR (SELLER) AND ASSIGNED TO CHRYSLER CREDIT CORPORATION IN ACCORDANCE WITH THE TERMS OF THE ASSIGNMENT SET FORTH ON THE REVERSE HEREOF.

CREDITOR (SELLER) NORTHEAST AUTO OUTLET INC. DBA NORTHEAST JEEP/EAGLE BY TITLE

ADDITIONAL TERMS AND CONDITIONS

A. **Promise to Pay.** 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 Amount Financed. The Finance Charge, Total of Payments, and the Total Sale Price are 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. Creditor will send you a notice after receipt of the final scheduled payment to show what (if anything) you owe. You agree that you will pay all amounts (if any) then owed on the contract within twenty (20) days of your receipt of the notice.

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 [illegible]

(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.

Default. [illegible]

(1) you fail to make any payment when due according to the Payment Schedule shown on the front of this contract;

(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 above.

G. **Remedies Upon Default.** If you default, Creditor shall have the right to declare the unpaid portion of the Total of Payments under this contract, together with any other amount for which you have become obligated hereunder, less the unearned portion of the finance charge and any insurance or service contract rebates or refunds, to be immediately due and payable 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 the peace, enter the premises where the Vehicle may be and take immediate possession of the Vehicle including any equipment or accessories.

If the Vehicle is replevined by legal process or otherwise repossessed, Creditor may, but is not required to, allow you the right to 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 thereto, dispose of the Vehicle in a commercially reasonable manner, which may include either a public sale or a private sale. The proceeds 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, if 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 su[illegible]eded [illegible] 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 manner 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 Chrysler Credit Corporation ("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.

You agree that Creditor may endorse your name upon any check or draft representing payment to you [illegible]

K. **Governing Law.** This contract shall be governed by the laws of the State of Pennsylvania except, if the Vehicle [illegible] 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 [illegible] the parties hereto and if there is more than one Buyer, their obligation hereunder shall be joint and several. No delay or [illegible] by the Creditor or Assignee in the enforcement of any of its rights shall constitute a waiver. Any provision of this [illegible] prohibited by law or otherwise deemed invalid or unenforceable shall not invalidate the remaining provisions of the [illegible]

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

[illegible] to maintain the Vehicle in good condition and repair; and

[illegible] that the statements and representations made by you in the credit application furnished to Creditor are true and [illegible]

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

[illegible] you fail to make any payment when due according to the Payment Schedule shown on the front of this contract;

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 eff[illegible] 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 omission* by the Creditor or Assignee in the enforcement of any of its rights shall constitute a waiver. Any provision 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 manufactur[illegible] 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.

[illegible]OTICE: 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.

[illegible]he 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 [illegible]egulation Rule.

[illegible]OTICE: 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.

[illegible]he 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 Chrysler Credit Corporation ("Chrysler") Seller's entire right, title and interest in and to this contract and authorizes Chrysler 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 Chrysler 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 Chrysler 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 Chrysler 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 Chrysler 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 Chrysler 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 Chrysler, any breach of any warranty of Seller, without regard to Seller's knowledge or lack of knowledge with respect thereto or Chrysler's reliance thereon, Seller hereby agrees unconditionally to repurchase this contract and/or the Property from Chrysler, upon demand, for the full amount then unpaid whether this contract shall then be, or not be, in default. Seller agrees to indemnify Chrysler 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 Chrysler the full amount Chrysler 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 Chrysler of the full amount remaining unpaid under this contract and agrees to purchase this contract and/or the Property from Chrysler, upon demand, for the full amount then unpaid whether the contract shall then be, or not be, in default.

[illegible] Buyer under the contract and provid[illegible] that Chrysler shall take possession [illegible] the Property and tender delivery of same to Seller within 90 days after maturity of the earliest installment [illegible] wholly [illegible]

obligation to tender delivery hereunder shall be excused until 30 days after Chrysler receives notice of the [illegible]

[ ] 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 Chrysler by the Buyer of the first ____ ____________ monthly installments within 15 days of their respective due dates.

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

DAIMLERCHRYSLER SERVICES NORTH AMERICA LLC	)	NO. 03-171 CD
Plaintiff	)	
v.	)	
MATHEW THOMAS	)	
Defendant(s)	)	

PRAECIPE TO DISCONTINUE WITHOUT PREJUDICE

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

MAR 24 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

DAIMLERCHRYSLER SERVICES NORTH AMERICA LLC	)	NO. 03-171 CD
Plaintiff	)	
v.	)	
MATHEW THOMAS	)	
Defendant(s)	)	

PRAECIPE TO DISCONTINUE WITHOUT PREJUDICE

TO: Prothonotary

Please discontinue without prejudice the above-captioned action of record. Thank you.

Respectfully submitted:

Date: 3/19/03

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

FILED NO CC
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MAR 24 2003

William A. Shaw
Prothonotary

Cert. of Disc. to Atty
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IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Daimlerchrysler Services North America, LLC

Vs. **No. 2003-00171-CD**
Mathew Thomas

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 March 24, 2003, marked:

Discontinued without prejudice

Record costs in the sum of $85.00 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 24th day of March A.D. 2003.

William A. Shaw, Prothonotary