

04-80-CD
PRIME ACCEPTANCE CORP. vs. TERRY MARTELL

Prime Acceptance Corp. vs. Terry Martell
2004-80-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PRIME ACCEPTANCE CORP., a
corporation, an assignee of
Genco Products

Plaintiff(s),

v.

TERRY MARTELL,
an individual

Defendant(s),

CIVIL DIVISION

No. 2003

04-80-CD

COMPLAINT

Code No. _____

Issue No. _____

Filed on Behalf of:

PLAINTIFF

ATTORNEY OF RECORD FOR THIS PARTY

Louis B. Swartz

PA. ID # 242

SEEWALD, SWARTZ & ASSOCIATES
16th FLOOR LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412) 288-0300
; 70349

FILED

JAN 20 2004

William A. Shaw
Prothonotary/Clerk of Courts

**NOTE: THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE**

March 13, 2006 Document
Reinstated/Reassigned to Sheriff/Attorney
for service.


Deputy Prothonotary

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

PRIME ACCEPTANCE CORP., a
corporation, an assignee of
Genco Products

Plaintiff(s),

v.

TERRY MARTELL,
an individual

Defendant(s),

No. 2003

NOTICE TO DEFEND AND CLAIM RIGHTS

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 days (20) 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 A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

PENNSYLVANIA LAWYER REFERRAL SERVICE
100 South Street
P.O. Box 186
Harrisburg, PA 17108

1-800-692-7375

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

PRIME ACCEPTANCE CORP., a
corporation, an assignee of
Genco Products

Plaintiff(s),

v.

TERRY MARTELL,
an individual

Defendant(s),

No. 2003

COMPLAINT


1. Plaintiff(s) is PRIME ACCEPTANCE CORP., a corporation, an assignee of Genco Products. Plaintiff's address is c/o 1600 Law & Finance Building, Pittsburgh, PA 15219.

2. Defendant(s) is TERRY MARTELL, an individual. Defendant's address is P.O. Box 131, Woodland, PA 16881.

3. On or about September 19, 2002, Defendant purchased from Genco Products a Kirby Model Ultimate G for the price of \$1,749.00 and agreed to pay the price with finance charges in accordance with the terms of a Security Agreement signed by Defendant, a true and correct copy of which is attached hereto with other documents of Defendant's account as Exhibit "A" and are incorporated herein by reference as though herein set forth at length.

4. Thereafter, Defendant defaulted on the Agreement by failing to make the required payments and there is a balance due in the amount of \$2,504.12 due ever since September 2, 2003 and reasonable attorney's fees. The account was assigned to Plaintiff for value and the assignment is part of Exhibit "A."

WHEREFORE, Plaintiff demands Judgment against Defendant(s) in the amount of \$2,504.12 plus interest from September 02, 2003 and a reasonable attorney's fee and costs.



Louis B. Swartz
Attorney for PLAINTIFF
16th FLOOR LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

*** PCS A/R SYSTEM - TRANSACTION DETAIL ***

September 2, 2003
PAGE 1

ACCOUNT:477-98-0816 TERRY MARTELL, P O BOX 131, WOODLAND PA, 16881

SSN:168-52-7332

Date	Code	Description	Other Info.
10/07/02	NEW	Beginning balance \$2480.04	
11/06/02	A33	Altered Late Fee Amount to \$3.44	PCS
12/20/02	MSA	Late fee \$3.44	
12/31/02	A35	Alteration PCS	
12/31/02	A09	Altered PAC Order Type to 64	
01/21/03	MSA	Late fee \$3.44	
02/20/03	MSA	Late fee \$3.44	
03/06/03	A09	Altered PAC Order Type to 85	PCS
03/20/03	MSA	Late fee \$3.44	
04/10/03	A35	Alteration MEC	
04/21/03	MSA	Late fee \$3.44	
04/30/03	A35	Alteration MEC	
05/20/03	A35	Alteration MEC	
05/20/03	MSA	Late fee \$3.44	
06/10/03	A20	Altered Billing Code to N	MEC
06/20/03	MSA	Late fee \$3.44	
06/27/03	A21	Altered Removal Code to D	
06/30/03	REM	Removed from active file \$2504.12	Delinquent
09/02/03	BAL	Current balance \$2504.12	

*** END OF PCS A/R TRANSACTION LOG ***

Exhibit 744

SECURITY AGREEMENT

SELLER'S NAME: Genco DIST.# 038-PA-0102
 ADDRESS - No. 1815 Valley View BLVD STREET
 CITY Altoona STATE PA ZIP 16602
 NAME OF BUYER (S) Terry Martell
 RESIDENCE ADDRESS - No. PO box 131 STREET
 CITY Woodland STATE PENNSYLVANIA ZIP 16881
 Customer: We've written this Contract in simple language to help you understand its terms. Please read your Contract carefully and feel free to ask us any questions. The words "you" and "your" mean the Buyer(s). The words "we", "us" and "our" mean the Seller shown below or any Holder of this Contract.

This contract covers your installment purchase from us of the following property:

PROPERTY
 KIRBY MODEL Ultimate G Price
 Serial No. 377 980816 \$ 1749.00
☒ Renc ☐
 Selling Price \$ 1649.00
 Sales Tax \$ 98.94

ITEMIZATION OF AMOUNT FINANCED
 1. CASH PRICE (TOTAL of all property above) \$ 1747.94
 2. CASH DOWNPAYMENT \$ 7.94
 3. TRADE-IN Description \$ 0
 4. TOTAL DOWNPAYMENT (Item 2 plus 3) \$ 7.94
 5. UNPAID BALANCE/AMOUNT FINANCED \$ 1740.00
 (Item 1 less 4)

The property above is purchased for use primarily for personal, family or household purposes unless another purpose is noted.

UNITED CONSUMER FINANCIAL SERVICES COMPANY
 Sale is subject to credit approval.

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.

Amount Financed The amount of credit provided to you or on your behalf. <u>\$1740.00</u>	FINANCE CHARGE The dollar amount the credit will cost you. <u>\$740.04</u>	ANNUAL PERCENT-AGE RATE The cost of your credit as a yearly rate. <u>24.68%</u>	Total of Payments The amount you will have paid after you have made all scheduled payments. <u>\$2480.04</u>	Total Sale Price The total cost of your purchase on credit, including your downpayment of \$7.94 <u>\$2487.98</u>
------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------	---------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------

Late Charge: If a payment is 10 calendar days or more late, you will be charged \$5.00 or 5% of the payment, whichever is less, subject to a minimum charge of \$1.00. See the reverse side for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
<u>36</u>	<u>\$68.89</u>	Starting: <u>10/19/02</u> <u>11/18/02</u>

The first installment is due one month from the date of this Contract unless otherwise specified.

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

Security: You are giving a security interest in the goods or property being purchased.

READ ALL OF THE CONTRACTUAL TERMS ON THE REVERSE SIDE; SUCH TERMS ARE A PART OF THIS CONTRACT AS IF SET FORTH AT THIS POINT.

NOTICE TO THE BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces. (2) You are entitled to a completely filled-in copy of this agreement. (3) Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the service charge (finance charge).

YOU ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS RETAIL INSTALLMENT CONTRACT, AND HAVE RECEIVED ORAL NOTICE OF YOUR CANCELLATION RIGHTS.

BUYER'S SIGNATURE Terry Martell DATE OF CONTRACT 9-19-02 CO-BUYER'S SIGNATURE X DATE OF CONTRACT
 SELLER'S SIGNATURE Genco SELLER'S TITLE Sales Rep

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

H.O. COPY

NOTICE OF CANCELLATION 9-19-02
 (Date)

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to

Genco
 (Name of seller)
 ADDRESS 1815 Valley View BLVD
 City Altoona State PA Zip 16602
 (Address, City, State, Zip Code of seller's place of business)

NOT LATER THAN MIDNIGHT OF 9-23-02
 I HEREBY CANCEL THIS TRANSACTION.
 (Date)

(Date) (Buyer's Signature)

NOTICE OF CANCELLATION 9-19-02
 (Date)

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

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 City Altoona State PA Zip 16602
 (Address, City, State, Zip Code of seller's place of business)

NOT LATER THAN MIDNIGHT OF 9-23-02
 I HEREBY CANCEL THIS TRANSACTION.
 (Date)

(Date) (Buyer's Signature)

CONTRACTUAL TERMS
(continued from other side)

AUTHORIZATION TO INVESTIGATE CREDIT — If this is a credit sale, you, the buyer and co-buyer authorize us to investigate your credit history and to make all inquiries deemed necessary to verify the accuracy of the statements made in the accompanying credit application. In addition, we may investigate your credit history to provide a means for collecting any unpaid installment amounts and for other valid business purposes.

AUTHORIZATION TO USE AUTOMATIC DIALING TELEPHONE EQUIPMENT — You the buyer and co-buyer authorize us to use automatic dialing telephone equipment, to the extent not prohibited by law, to contact you in our collection of your account.

AUTHORIZATION AGREEMENT FOR PREAUTHORIZED ELECTRONIC FUND TRANSFERS (EFT) — You the buyer and co-buyer authorize us to initiate such EFT's as we may mutually agree to over the telephone.

PROMISE TO PAY — To repay your Contract, you agree to pay the "Total of Payments" shown on reverse side in the number and amount of monthly installments and on the due dates as shown on reverse side. Your payments should be made to the office address or the office address of any Holder of this Contract to whom we might assign it.

REPRODUCTION CONSIDERED AS AN ORIGINAL — The parties agree and acknowledge that each shall consider any reproduction of this Agreement, the cancellation notice attached to it or the credit application completed in conjunction with this Agreement as originals if such reproduction was made by reliable means (for example microfilm, print out of a scanned image, photocopy, facsimile, or similar means).

SAME AS CASH (SAC) OPTION — If this Contract contains a SAC option, it is written in on the payment schedule. To pay off your Contract under a SAC option, payment of the full Amount Financed must be received by us: within 90 days on a 90 days SAC option, within 180 days on a 180 days (6 months) SAC option, or within 365 days on a 12 months SAC option, from the Date of Contract. Until you pay off your Contract under a SAC option, you must make your monthly payments on or before their scheduled due dates; otherwise, you will be in default of your obligations under this Contract.

PREPAYMENT AND REFINANCED AMOUNTS — Even though you needn't pay more than the fixed installment, you have the right to prepay the whole outstanding amount of this Contract (total unpaid balance of the Total of Payments) at any time. If you do, or if this Contract is refinanced—that is, replaced by a new Contract—we will refund the unearned Finance Charge, determined by the actuarial method—that is, by applying the Annual Percentage Rate to the unpaid balance of the Amount Financed for the time remaining in the Contract after you pay in full. Unless you are refinancing this Contract, we may keep, however, as a minimum Finance Charge 70¢ per month for a minimum period of 6 months. We need not make any refund of the Finance Charge if it is less than \$1.00.

PAYMENT IN FULL — This Contract will not be Paid in Full until all contractually due amounts under this Contract have been paid. A payment of an amount less than that required to satisfy the terms of this Contract will not discharge your obligations under this Contract, unless (1) you have made your payment in "good faith," and (2) the amount not paid must be the subject of a "bona fide" dispute, and (3) the holder of this Contract accepts payment with knowledge of the dispute. Forwarding your payments to our high volume remittance centers marked "paid in full" or the equivalent will not discharge your obligations. If you have a bona fide dispute, you must mail a letter setting forth your bona fide dispute to us, via Certified Return Receipt Requested mail, addressed as follows: Cashiering, United Consumer Financial Services, P.O. Box 45317, Westlake, Ohio 44145.

CHARGE FOR LATE PAYMENTS — If any payment is not made within 10 calendar days after it is due, you agree to pay a late charge of either 5% of the late payment or \$5.00, whichever is less, subject to a minimum charge of \$1.00.

DEFAULT — You'll be in default: If you don't pay an installment on time, or if any insolvency or bankruptcy actions are begun by or against you or if you do not fulfill any other requirement of this Contract. If you have been in default for 21 days after you are given notice of the right to cure default if required by law in the state of your residence, we may then demand immediate payment of the unpaid balance of the Total of Payments of this Contract minus the unearned portion of the Finance Charge figured by the actuarial method. We may also have other legal rights as authorized by the Uniform Commercial Code or other applicable law of the Commonwealth of Pennsylvania.

COLLECTION AND ATTORNEY FEES — If we are successful in a court action based upon your default of this agreement, you agree to pay us reasonable attorney's fees. You also agree to pay any actual and reasonable costs of collection if you remove the Property from the Commonwealth without our prior written permission; or, if you fail to notify us of any change of your residence; or, if you fail to communicate with us for 45 calendar days after any default in making payments due under this Contract.

INTEREST AFTER MATURITY — If permitted by law, you agree to pay interest at the highest Contract rate allowed by law on any amounts which remain unpaid after the maturity of this Contract.

REMOVAL OF AND USE OF PROPERTY PURCHASED — You agree not to use the property you have purchased and which is described on the reverse side in violation of the law. You will not remove the property you have purchased and which is described on the reverse side from the address shown on the reverse side unless we first give written permission to do so.

ASSIGNMENT OF THIS CONTRACT — This Contract may be assigned to United Consumer Financial Services Company at 865 Bassett Road, Westlake, OH 44145, and United Consumer Financial Services Company may then be considered a creditor. We agree to notify you promptly of such assignment. If not assigned to United Consumer Financial Services Company, or any other creditor, we may cancel this sale.

WARRANTY LIMITATION — All warranties as apply to the Property described in this Contract are set forth in the Limited Warranty which accompanies the Property. This Contract does not contain any statements or promises which create additional warranties or alter the terms and conditions of the written Limited Warranty for the Property or any warranties which may be required under State law. You may have other rights which are available to you under State law.

INVALIDITY OF CONTRACT — If any part of this Contract is not valid or consistent with law or regulations, this Contract can be considered modified or deleted so that it complies.

SECURITY — To protect us if you default on this Contract before you pay the Total of Payments in full, you hereby give us what is known as a purchase money security interest in the property described on the reverse side under the heading called "Property".

ASSIGNMENTS

TO: UNITED CONSUMER FINANCIAL SERVICES COMPANY (1-800-346-8237)

FOR VALUE RECEIVED, the undersigned hereby immediately sells, assigns and transfers to United Consumer Financial Services Company all our right, title and interest in and to the contract on the reverse side hereof together with the chattels described therein with full power to take legal proceedings in our name or your own. The undersigned acknowledges that this Assignment incorporates by reference the terms of the Distributor Agreement between the undersigned and United Consumer Financial Services Company including but not limited to the representations, warranties, liabilities, conditions and obligations of the undersigned contained therein.

Date _____ X _____ (Seal)

(Corporate Firm or Trade Name of Dealer)

_____ (Seal)

(Owner, Officer or Firm Member)

FROM UNITED CONSUMER FINANCIAL SERVICES COMPANY WITHOUT RECOURSE TO:

FOR VALUE RECEIVED, United Consumer Financial Services Company does hereby sell, assign and transfer to you without recourse all our right, title and interest in and to the contract on the reverse side hereof together with the chattels described therein.

Date _____ UNITED CONSUMER FINANCIAL SERVICES COMPANY (Seal)

(Company Name)

(Seal)
**THIS IS COLLATERAL OF THE ASALLE
NATIONAL BANK PURSUANT TO A
LOAN AND SECURITY AGREEMENT
BETWEEN SAID BANK AND
PUBLISHERS CREDIT SERVICE, INC.**

UENCO 0303

7304
479
9/24

CREDIT APPLICATION - UNITED CONSUMER FINANCIAL SERVICES UCFS DISTRIBUTOR #

IF I AM MARRIED, I MAY APPLY FOR A SEPARATE ACCOUNT

TYPE OF CREDIT REQUESTED:
(CHECK APPROPRIATE BOX)

☐ JOINT WITH ANOTHER PERSON, COMPLETE BUYER AND CO-BUYER INFORMATION.
☒ INDIVIDUAL - IN YOUR OWN NAME, RELYING ON YOUR OWN INCOME. COMPLETE BUYER INFORMATION

BUYER INFORMATION							
FIRST NAME Terry	INITIAL L.	LAST NAME Martell	BIRTHDATE 7-28-70	EMPLOYER: (SOURCE OF INCOME) New Enterprise	YRS. THERE 2	MILIT/RANK & ETS	
ADDRESS PO box 131		YEARS THERE 3	<input type="checkbox"/> BUYING <input type="checkbox"/> RENTING <input checked="" type="checkbox"/> OWNS <input type="checkbox"/> OTHER	<input type="checkbox"/> HOUSE <input type="checkbox"/> CONDO <input type="checkbox"/> APT <input checked="" type="checkbox"/> MOBILE HOME	EMPLOYER ADDRESS (CITY, STATE)		MO. GROSS PAY \$4000.00
CITY, STATE Woodland	ZIP 95681	SOCIAL SECURITY NUMBER 168-52-7332		# DEPENDENTS	JOB TITLE Red Buster	EMPLOYER PHONE (814) 766-2211	BUSINESS EXTEN. #
HOME PHONE & AREA CODE (814) 762-8176		PREVIOUS ADDRESS (If less than 3 yrs. at present) (City, State, Zip)		PREVIOUS EMPLOYER (If less than 3 yrs. at present)			
PREVIOUS ADDRESS (If less than 3 yrs. at present) (City, State, Zip)		PREV. JOB TITLE		PREV. EMPLOYER PHONE		YRS. THERE	
BUYER'S DRIVERS LICENSE # OR I.D. SW		BUYER'S CELL PHONE NUMBER		BUYER'S E-MAIL ADDRESS @			
CO-BUYER INFORMATION							
FIRST NAME John	INITIAL J	LAST NAME 814-765 2641	BIRTHDATE 9-26-18	EMPLOYER: (SOURCE OF INCOME)	YRS. THERE	MILIT/RANK & ETS	
ADDRESS Co Tay Assess		HOME PHONE ()	EMPLOYER ADDRESS (CITY, STATE)		MO. GROSS PAY \$		
CITY, STATE	ZIP	SOCIAL SECURITY #		JOB TITLE	EMPLOYER PHONE	BUSINESS EXTEN. #	
BUYER'S DRIVERS LICENSE # OR I.D.		CO-BUYER'S CELL PHONE NUMBER		CO-BUYER'S E-MAIL ADDRESS @			
REFERENCES		ACCT. #/PHONE #/ADDRESS OF REFERENCE		MO. PMT.		PRES BAL.	
LANDLORD OR MORTGAGE HOLDER	PROPERTY VALUE \$ 40,000			\$ Paid		\$	
(1) CREDIT REFERENCE				\$		\$	
(2) CREDIT REFERENCE				\$		\$	
CHECKING ACCT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	BANK NAME & ADDRESS (CITY) Northwest Savings		SAVINGS ACCT? <input type="checkbox"/> YES <input type="checkbox"/> NO		HAVE YOU BEEN DECLARED BANKRUPT IN THE PAST 7 YEARS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
(1) NAME & ADDRESS OF NEAREST RELATIVE NOT LIVING WITH YOU Dave Martell				RELATIVE'S PHONE 714 263 4842		RELATIONSHIP Brother	
(2) NAME & ADDRESS OF 2ND NEAREST RELATIVE NOT LIVING WITH YOU				RELATIVE'S PHONE ()		RELATIONSHIP	

SEE THE REVERSE SIDE FOR ANY REQUIRED LEGAL NOTIFICATIONS.

TO THE BEST OF MY KNOWLEDGE, ALL OF THE INFORMATION ON THIS CREDIT APPLICATION IS COMPLETE AND ACCURATE. I AUTHORIZE THE SELLER OR ITS ASSIGNEE TO MAKE WHATEVER INQUIRIES THEY DEEM NECESSARY TO EVALUATE MY CREDIT AND IF THEY EXTEND CREDIT TO COLLECT, SKIP TRACE OR SERVICE MY ACCOUNT. I EXPRESSLY AUTHORIZE ANY THIRD PARTY I.E., CREDIT REPORTING AGENCY, CREDITOR, BANK OR FINANCIAL INSTITUTION, EMPLOYER, LANDLORD, ETC., TO RELEASE WHATEVER INFORMATION IS REQUESTED CONCERNING ME THAT THE SELLER OR ITS ASSIGNEE MAY REQUEST.

BUYER'S SIGNATURE **Terry Martell** DATE _____ CO-BUYER'S SIGNATURE _____ DATE _____
BEST TIME OF DAY TO CONTACT BUYER AT HOME: _____ AM/PM OK TO CALL AT WORK? ☐ YES ☒ NO

UCFS ACCOUNT NO.

AUTHORIZATION FOR PREAUTHORIZED PAYMENTS

(See preauthorized debit information/instructions on reverse side)

BUYER
CO-BUYER

Initial here if you authorize United Consumer Financial Services (UCFS) to begin monthly electronic funds transfers (EFT Debits) to automatically make all payments required under the credit obligation associated with this preauthorized payment authorization. Please attach a VOIDED CHECK so that we can record the correct banking information.

This authority is to remain in full force and effect until UCFS is paid in full, or UCFS and/or Bank/Financial Institution have received written notification from me of its termination at such time and in such manner as to afford UCFS and Bank/Financial Institution a reasonable opportunity to act on it.

If you have any questions, please write or call UCFS at 865 Bassett Rd., Westlake, Ohio 44145 (1-800-346-8237)

199-1102 EFT (12/01)

ASSIGNMENT OF CONTRACT

Date _____

FOR VALUE RECEIVED, the undersigned (the "Assignor" or "Seller") hereby sells, assigns, transfers and conveys to (the "Assignee"), its successors and assigns, all of Assignor's right, title and interest in, to and under the contract(s) enumerated below (the "Contract") and the goods described therein (the "Goods"). In order to induce Assignee to purchase the Contract, Assignor hereby represents and warrants to Assignee that: (1) the Contract is valid and genuine in all respects and correctly states the terms of the retail transaction between Assignor and the other party or parties to the Contract (the "Buyer"); (2) the down payment was paid in full, in cash or trade, and no part was loaned to Buyer by Assignor or was obtained by extension of credit to Buyer; (3) Assignor had the right to sell the Goods to Buyer and the Goods are free and clear of all liens, encumbrances, adverse claims, defenses and conditions precedent; (4) no notice of any defense or right of action has been received by Assignor from Buyer nor has Assignor any knowledge of any fact that would impair the validity of the Contract; (5) Buyer has not entered into or commenced any action to enter into an insolvency proceeding under the Federal Bankruptcy Code; (6) Assignor has the right to sell, assign, transfer and convey this Contract to Assignee; (7) no previous assignment of Assignor's interest in the Contract has been made; (8) all Buyers have legal capacity to contract; (9) on the date of the Contract, Seller executed and delivered to each Buyer a completed copy of the Contract; (10) Seller has complied with all other requirements of the Federal Truth in Lending Act and the Federal Trade Commission Credit Practices Rule and the Federal Consumer Credit Protection Act; (11) if the retail transaction or negotiations related to the retail transaction were conducted in a language other than English, Seller gave each consumer prior to entering into the Contract or any written agreement an unexecuted copy of the Contract or other written agreement in that foreign language; (12) all sales tax due and owing to any governmental agency has been paid or will be paid by Assignor; (13) Assignor assumes full responsibility for all quality of workmanship in installation and warranty of the Goods sold to Buyer; and (14) Assignor will perform, execute and deliver all such further acts, transfers, assignments, conveyances, and assurances as may reasonably be requested by Assignee from time to time in order to better assure, convey and confirm unto Assignee all of the rights, title and interest to be sold, assigned, transferred and conveyed to Assignee hereunder.

If any of the foregoing representations and warranties are breached, Assignor shall repurchase the Contract for the original amount paid by Assignee, and Assignor shall indemnify, defend and hold Assignee harmless from and against any and all of the duties, liabilities, obligations, commitments, costs and expenses (including without limitation reasonable attorneys' fees) that may result at any time from any claim asserted by the Buyer for recovery of amounts paid arising out of any promise, representation or warranty made by Assignor. Assignor hereby irrevocably constitutes and appoints Assignee, its successors and assigns as its attorney-in-fact with full power of substitution, to: (a) demand, receive and enforce Assignor's rights with respect to the Contract; (b) appear for Assignor in any legal proceeding; (c) waive the issuance and service of process; (d) confess judgment in favor of Assignee for the amount then due hereon, together with costs of suit and reasonable attorneys' fees; (e) release and waive all errors that may intervene and consent to immediate execution thereon; and (f) do any and all acts in Assignor's name or in Assignee's own name with the same force and effect as Assignor could do if this Assignment had not been made. Assignor declares that the foregoing powers are coupled with an interest and shall not be revocable by it in any manner or for any reason.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Assignment as of the day and year first above written.

CONTRACT BEING ASSIGNED:

Name Terry Martell

Soc. Sec. No. _____

ASSIGNOR:

Name of Assignor Genco Products

By [Signature]
Print Name: Thomas Bryan
Title: Pres.

For value received, this contract is assigned to PCS Financial Corp., with recourse, as collateral security for all indebtedness at any time owing from the undersigned to PCS Financial Corp.

G & M International, LLC

[Signature]
Authorized Signature

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

PRIME ACCEPTANCE CORP., a
corporation, an assignee of
Genco Products

Plaintiff(s),

v.

TERRY MARTELL,
an individual

Defendant(s),

No. 2003

VERIFICATION

The undersigned, Deborah Mueller, avers
that he/she is the Customer Service Manager of Plaintiff,
is authorized to make this verification on behalf of
Plaintiff, the statements of fact contained in the attached
Complaint are true and correct to the best of his/her
information, knowledge and belief, and are made subject
to the penalties of 18 Pa. Cons. Stat. Ann. Section 4904
relating to unsworn falsification to authorities.

Date 11-21-03

Deborah Mueller

300 12 300 50

William A. Shaw
Prothonotary/Clerk of Courts

FILED
m 12:21:01
JAN 20 2004
Attg. pd. 85.00
CC Staff

In The Court of Common Pleas of Clearfield County, Pennsylvania

PRIME ACCEPTANCE CORP.

VS.

MARTELL, TERRY

COMPLAINT

Sheriff Docket #

15093

04-80-CD

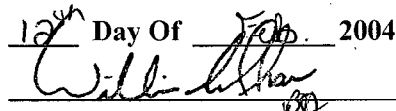
SHERIFF RETURNS

NOW FEBRUARY 11, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT "NOT FOUND" AS TO TERRY MARTELL, DEFENDANT. POST OFFICE HAS NO LISTING FOR JERRY ST. IN WOODLAND, PA.

Return Costs


Cost	Description
17.75	SHERIFF HAWKINS PAID BY: ATTY Ck# 25007
10.00	SURCHARGE PAID BY: ATTY CK# 25008

Sworn to Before Me This

12th Day Of Feb. 2004


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

So Answers,


Chester A. Hawkins
Sheriff

FILED

12/3:00/611
FEB 12 2004



William A. Shaw
Prothonotary/Clerk of Courts

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PRIME ACCEPTANCE CORP., a
corporation, an assignee of
Genco Products

Plaintiff(s),

v.

TERRY MARTELL,
an individual

Defendant(s),

CIVIL DIVISION

No. 2003

04-80-CD

COMPLAINT

Code No. _____

Issue No. _____

Filed on Behalf of:

PLAINTIFF

I HEREBY CERTIFY THIS TO BE A TRUE AND
CORRECT COPY OF THE ORIGINAL FILED

ATTORNEY FOR ☒ PLAINTIFF ☐ DEFENDANT

ATTORNEY OF RECORD FOR THIS PARTY

Louis B. Swartz

PA. ID # 242

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

JAN 20 2004

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

SEEWALD, SWARTZ & ASSOCIATES
16th FLOOR LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412) 288-0300

; 70349

**NOTE: THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE**

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PRIME ACCEPTANCE CORP., a
corporation, an assignee of
Genco Products

Plaintiff(s),

v.

TERRY MARTELL,
an individual

Defendant(s),

CIVIL DIVISION

No. ^{04-80-CD} 2003

COMPLAINT

Code No. _____

Issue No. _____

Filed on Behalf of:

PLAINTIFF

I HEREBY CERTIFY THIS TO BE A TRUE AND
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ATTORNEY FOR ☒ PLAINTIFF ☐ DEFENDANT

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William B. Shaw
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

PRIME ACCEPTANCE CORP., a
corporation, an assignee of
Genco Products

Plaintiff(s),

v.

TERRY MARTELL,
an individual

Defendant(s),

No. 2003

NOTICE TO DEFEND AND CLAIM RIGHTS

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 days (20) 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 A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

PENNSYLVANIA LAWYER REFERRAL SERVICE
100 South Street
P.O. Box 186
Harrisburg, PA 17108

1-800-692-7375

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

PRIME ACCEPTANCE CORP., a
corporation, an assignee of
Genco Products

Plaintiff(s),

v.

TERRY MARTELL,
an individual

Defendant(s),

No. 2003

COMPLAINT

1. Plaintiff(s) is PRIME ACCEPTANCE CORP., a corporation, an assignee of Genco Products. Plaintiff's address is c/o 1600 Law & Finance Building, Pittsburgh, PA 15219.

2. Defendant(s) is TERRY MARTELL, an individual. Defendant's address is P.O. Box 131, Woodland, PA 16881.

3. On or about September 19, 2002, Defendant purchased from Genco Products a Kirby Model Ultimate G for the price of \$1,749.00 and agreed to pay the price with finance charges in accordance with the terms of a Security Agreement signed by Defendant, a true and correct copy of which is attached hereto with other documents of Defendant's account as Exhibit "A" and are incorporated herein by reference as though herein set forth at length.

4. Thereafter, Defendant defaulted on the Agreement by failing to make the required payments and there is a balance due in the amount of \$2,504.12 due ever since September 2, 2003 and reasonable attorney's fees. The account was assigned to Plaintiff for value and the assignment is part of Exhibit "A."

WHEREFORE, Plaintiff demands Judgment against Defendant(s) in the amount of \$2,504.12 plus interest from September 02, 2003 and a reasonable attorney's fee and costs.

s/ LOUIS B. SWARTZ

Louis B. Swartz
Attorney for PLAINTIFF
16th FLOOR LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

*** PCS A/R SYSTEM - TRANSACTION DETAIL ***

September 2, 2003
PAGE 1

ACCOUNT:477-98-0816 TERRY MARTELL, P O BOX 131, WOODLAND PA, 16881

SSN:168-52-7332

Date	Code	Description	Other Info.
10/07/02	NEW	Beginning balance \$2480.04	
11/06/02	A33	Altered Late Fee Amount to \$3.44	PCS
12/20/02	MSA	Late fee \$3.44	
12/31/02	A35	Alteration PCS	
12/31/02	A09	Altered PAC Order Type to 64	
01/21/03	MSA	Late fee \$3.44	
02/20/03	MSA	Late fee \$3.44	
03/06/03	A09	Altered PAC Order Type to 85	PCS
03/20/03	MSA	Late fee \$3.44	
04/10/03	A35	Alteration MEC	
04/21/03	MSA	Late fee \$3.44	
04/30/03	A35	Alteration MEC	
05/20/03	A35	Alteration MEC	
05/20/03	MSA	Late fee \$3.44	
06/10/03	A20	Altered Billing Code to N	MEC
06/20/03	MSA	Late fee \$3.44	
06/27/03	A21	Altered Removal Code to D	
06/30/03	REM	Removed from active file \$2504.12	Delinquent
09/02/03	BAL	Current balance \$2504.12	

*** END OF PCS A/R TRANSACTION LOG ***

Exhibit 744

SECURITY AGREEMENT

SELLER'S NAME: Genco DIST. # 038-PA-01/02

ADDRESS: 1815 Valley View BLVD STR. #

CITY: Altosona STATE: PA ZIP: 16602

NAME OF BUYER(S): Terry Martell

RESIDENCE ADDRESS - No. PO box 131 STREET

CITY: Woodland STATE: PENNSYLVANIA ZIP: 16881

Customer: We've written this Contract in simple language to help you understand its terms. Please read your Contract carefully and feel free to ask us any questions. The words "you" and "your" mean the Buyer(s). The words "we", "us" and "our" mean the Seller shown below or any Holder of this Contract.

UNITED CONSUMER FINANCIAL SERVICES COMPANY
Sale is subject to credit approval.

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.

This contract covers your installment purchase from us of the following property:

PROPERTY

KIRBY MODEL Ultimate G Price \$ 1749.00

Serial No. 377 98 0816

Ken ☐ ☐

377 98 0816 \$ - 100.00

Selling Price \$ 1649.00

Sales Tax \$ 98.94

ITEMIZATION OF AMOUNT FINANCED
1. CASH PRICE (TOTAL of all property above) \$ 1747.94

2. CASH DOWNPAYMENT \$ 7.94

3. TRADE-IN \$ 0

4. TOTAL DOWNPAYMENT (Item 2 plus 3) \$ 7.94

5. UNPAID BALANCE/AMOUNT FINANCED \$ 1740.00
(Item 1 less 4)

The property above is purchased for use primarily for personal, family or household purposes unless another purpose is noted.

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
<u>36</u>	<u>\$ 68.89</u>	Starting: <u>10/18/02</u> <u>11/18/02</u>

The first installment is due one month from the date of this Contract unless otherwise specified.

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

Security: You are giving a security interest in the goods or property being purchased.

Amount Financed	FINANCE CHARGE	ANNUAL PERCENT-AGE RATE	Total of Payments	Total Sale Price
The amount of credit provided to you or on your behalf.	The dollar amount the credit will cost you.	The cost of your credit as a yearly rate.	The amount you will have paid after you have made all scheduled payments.	The total cost of your purchase on credit, including your downpayment of \$7.94
<u>\$1740.00</u>	<u>\$740.04</u>	<u>24.68%</u>	<u>\$2480.04</u>	<u>\$2487.98</u>

Late Charge: If a payment is 10 calendar days or more late, you will be charged \$5.00 or 5% of the payment, whichever is less, subject to a minimum charge of \$1.00. See the reverse side for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

READ ALL OF THE CONTRACTUAL TERMS ON THE REVERSE SIDE; SUCH TERMS ARE A PART OF THIS CONTRACT AS IF SET FORTH AT THIS POINT.

NOTICE TO THE BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces. (2) You are entitled to a completely filled-in copy of this agreement. (3) Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the service charge (finance charge).

YOU ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS RETAIL INSTALLMENT CONTRACT, AND HAVE RECEIVED ORAL NOTICE OF YOUR CANCELLATION RIGHTS.

BUYER'S SIGNATURE X Terry Martell DATE OF CONTRACT 9-19-02 CO-BUYER'S SIGNATURE X DATE OF CONTRACT

SELLER'S SIGNATURE X [Signature] SELLER'S TITLE Sales Rep

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

H.O. COPY

NOTICE OF CANCELLATION 9-19-02
(Date)

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to

Genco

(Name of seller)

ADDRESS 1815 Valley View BLVD
City Altosona State PA Zip 16602
(Address, City, State, Zip Code of seller's place of business)

NOT LATER THAN MIDNIGHT OF 9-23-02
I HEREBY CANCEL THIS TRANSACTION. (Date)

(Date)

(Buyer's Signature)

NOTICE OF CANCELLATION 9-19-02
(Date)

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

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(Address, City, State, Zip Code of seller's place of business)

NOT LATER THAN MIDNIGHT OF 9-23-02
I HEREBY CANCEL THIS TRANSACTION. (Date)

(Date)

(Buyer's Signature)

CONTRACTUAL TERMS
(continued from other side)

AUTHORIZATION TO INVESTIGATE CREDIT — If this is a credit sale, you the buyer and co-buyer authorize us to investigate your credit history and to make all inquiries deemed necessary to verify the accuracy of the statements made in the accompanying credit application. In addition, we may investigate your credit history to provide a means for collecting any unpaid installment amounts and for other valid business purposes.

AUTHORIZATION TO USE AUTOMATIC DIALING TELEPHONE EQUIPMENT — You the buyer and co-buyer authorize us to use automatic dialing telephone equipment, to the extent not prohibited by law, to contact you in our collection of your account.

AUTHORIZATION AGREEMENT FOR PREAUTHORIZED ELECTRONIC FUND TRANSFERS (EFT) — You the buyer and co-buyer authorize us to initiate such EFT's as we may mutually agree to over the telephone.

PROMISE TO PAY — To repay your Contract, you agree to pay the "Total of Payments" shown on reverse side in the number and amount of monthly installments and on the due dates as shown on reverse side of this Contract, at the address or the office address of any Holder of this Contract to whom we might assign it.

REPRODUCTION CONSIDERED AS AN ORIGINAL — The parties agree and acknowledge that each shall consider any reproduction of this Agreement, the cancellation notice attached to it or the credit application completed in conjunction with this Agreement as originals if such reproduction was made by reliable means (for example microfilm, print out of a scanned image, photocopy, facsimile, or similar means).

SAME AS CASH (SAC) OPTION — If this Contract contains a SAC option, it is written in on the payment schedule. To pay off your Contract under a SAC option, payment of the full Amount Financed must be received by us: within 90 days on a 90 days SAC option, within 180 days on a 180 days (6 months) SAC option, or within 365 days on a 12 months SAC option, from the Date of Contract. Until you pay off your Contract under a SAC option, you must make your monthly payments on or before their scheduled due dates; otherwise, you will be in default of your obligations under this Contract.

PREPAYMENT AND REFINANCED AMOUNTS — Even though you needn't pay more than the fixed installment, you have the right to prepay the whole outstanding amount of this Contract (total unpaid balance of the Total of Payments) at any time. If you do, or if this Contract is refinanced—that is, replaced by a new Contract—we will refund the unearned Finance Charge, determined by the actuarial method—that is, by applying the Annual Percentage Rate to the unpaid balance of the Amount Financed for the time remaining in the Contract after you pay in full. Unless you are refinancing this Contract, we may keep, however, as a minimum Finance Charge 70¢ per month for a minimum period of 6 months. We need not make any refund of the Finance Charge if it is less than \$1.00.

PAYMENT IN FULL — This Contract will not be Paid in Full until all contractually due amounts under this Contract have been paid. A payment of an amount less than that required to satisfy the terms of this Contract will not discharge your obligations under this Contract, unless (1) you have made your payment in "good faith," and (2) the amount not paid must be the subject of a "bona fide" dispute, and (3) the holder of this Contract accepts payment with knowledge of the dispute. Forwarding your payments to our high volume remittance centers marked "paid in full" or the equivalent will not discharge your obligations. If you have a bona fide dispute, you must mail a letter setting forth your bona fide dispute to us, via Certified Return Receipt Requested mail, addressed as follows: Cashiering, United Consumer Financial Services, P.O. Box 45317, Westlake, Ohio 44145.

CHARGE FOR LATE PAYMENTS — If any payment is not made within 10 calendar days after it is due, you agree to pay a late charge of either 5% of the late payment or \$5.00, whichever is less, subject to a minimum charge of \$1.00.

DEFAULT — You'll be in default if you don't pay an installment on time, or if any insolvency or bankruptcy actions are begun by or against you or if you do not fulfill any other requirement of this Contract. If you have been in default for 21 days after you are given notice of the right to cure default if required by law in the state of your residence, we may then demand immediate payment of the unpaid balance of the Total of Payments of this Contract minus the unearned portion of the Finance Charge figured by the actuarial method. We may also have other legal rights as authorized by the Uniform Commercial Code or other applicable law of the Commonwealth of Pennsylvania.

COLLECTION AND ATTORNEY FEES — If we are successful in a court action based upon your default of this agreement, you agree to pay us reasonable attorney's fees. You also agree to pay any actual and reasonable costs of collection if you remove the Property from the Commonwealth without our prior written permission; or, if you fail to notify us of any change of your residence; or, if you fail to communicate with us for 45 calendar days after any default in making payments due under this Contract.

INTEREST AFTER MATURITY — If permitted by law, you agree to pay interest at the highest Contract rate allowed by law on any amounts which remain unpaid after the maturity of this Contract.

REMOVAL OF AND USE OF PROPERTY PURCHASED — You agree not to use the property you have purchased and which is described on the reverse side in violation of the law. You will not remove the property you have purchased and which is described on the reverse side from the address shown on the reverse side unless we first give written permission to do so.

ASSIGNMENT OF THIS CONTRACT — This Contract may be assigned to United Consumer Financial Services Company at 865 Bassett Road, Westlake, OH 44145, and United Consumer Financial Services Company may then be considered a creditor. We agree to notify you promptly of such assignment. If not assigned to United Consumer Financial Services Company, or any other creditor, we may cancel this sale.

WARRANTY LIMITATION — All warranties as apply to the Property described in this Contract are set forth in the Limited Warranty which accompanies the Property. This Contract does not contain any statements or promises which create additional warranties or alter the terms and conditions of the written Limited Warranty for the Property or any warranties which may be required under State law. You may have other rights which are available to you under State law.

INVALIDITY OF CONTRACT — If any part of this Contract is not valid or consistent with law or regulations, this Contract can be considered modified or deleted so that it complies.

SECURITY — To protect us if you default on this Contract before you pay the Total of Payments in full, you hereby give us what is known as a purchase money security interest in the property described on the reverse side under the heading called "Property".

ASSIGNMENTS

TO: UNITED CONSUMER FINANCIAL SERVICES COMPANY (1-800-346-8237)

FOR VALUE RECEIVED, the undersigned hereby immediately sells, assigns and transfers to United Consumer Financial Services Company all our right, title and interest in and to the contract on the reverse side hereof together with the chattels described therein with full power to take legal proceedings in our name or your own. The undersigned acknowledges that this Assignment incorporates by reference the terms of the Distributor Agreement between the undersigned and United Consumer Financial Services Company including but not limited to the representations, warranties, liabilities, conditions and obligations of the undersigned contained therein.

Date _____ **X** _____ (Seal)
(Corporate Firm or Trade Name of Dealer)

(Owner, Officer or Firm Member) (Seal)

FROM UNITED CONSUMER FINANCIAL SERVICES COMPANY WITHOUT RECOURSE TO:

FOR VALUE RECEIVED, United Consumer Financial Services Company does hereby sell, assign and transfer to you without recourse all our right, title and interest in and to the contract on the reverse side hereof together with the chattels described therein.

Date _____ **UNITED CONSUMER FINANCIAL SERVICES COMPANY** (Seal)
(Company Name)

(Seal)

**THIS IS COLLATERAL OF LASALLE
NATIONAL BANK PURSUANT TO A
LOAN AND SECURITY AGREEMENT
BETWEEN SAID BANK AND
PUBLISHERS CREDIT SERVICE, INC.**

CREDIT APPLICATION - UNITED CONSUMER FINANCIAL SERVICES UCFS DISTRIBUTOR #

IF I AM MARRIED, I MAY APPLY FOR A SEPARATE ACCOUNT

TYPE OF CREDIT REQUESTED:
(CHECK APPROPRIATE BOX)

☐ JOINT WITH ANOTHER PERSON, COMPLETE BUYER AND CO-BUYER INFORMATION.
☒ INDIVIDUAL - IN YOUR OWN NAME, RELYING ON YOUR OWN INCOME. COMPLETE BUYER INFORMATION.

BUYER INFORMATION							
FIRST NAME Terry	INITIAL L	LAST NAME Martell	BIRTHDATE 7-28-70	EMPLOYER: (SOURCE OF INCOME) New Enterprise	YRS. THERE 2	MILIT/RANK & ETS	
ADDRESS PO box 131		YEARS THERE 3	<input type="checkbox"/> BUYING <input type="checkbox"/> RENTING <input checked="" type="checkbox"/> OWNS <input type="checkbox"/> OTHER	<input type="checkbox"/> HOUSE <input type="checkbox"/> CONDO <input type="checkbox"/> APT <input checked="" type="checkbox"/> MOBILE HOME	EMPLOYER ADDRESS (CITY, STATE)		MO. GROSS PAY \$4000.00
CITY, STATE Woodland PA		ZIP 16881	JOB TITLE Red Buster		EMPLOYER PHONE (814) 766-2211		BUSINESS EXTEN. #
HOME PHONE & AREA CODE (814) 762-8176		SOCIAL SECURITY NUMBER 1168-52-7332		# DEPENDENTS		PREVIOUS EMPLOYER (If less than 3 yrs. at present)	
PREVIOUS ADDRESS (If less than 3 yrs. at present) (City, State, Zip)				PREV. JOB TITLE	PREV. EMPLOYER PHONE	YRS. THERE	
BUYER'S DRIVERS LICENSE # OR I.D. # SW		BUYER'S CELL PHONE NUMBER		BUYER'S E-MAIL ADDRESS @			

CO-BUYER INFORMATION							
FIRST NAME John	INITIAL J	LAST NAME 814-765-2641	BIRTHDATE	EMPLOYER: (SOURCE OF INCOME)	YRS. THERE	MILIT/RANK & ETS	
ADDRESS Co Tay assess		HOME PHONE ()		EMPLOYER ADDRESS (CITY, STATE)		MO. GROSS PAY \$	
CITY, STATE		ZIP	SOCIAL SECURITY #		TITLE 9-26-18		BUSINESS EXTEN. #
BUYER'S DRIVERS LICENSE # OR I.D. #		CO-BUYER'S CELL PHONE NUMBER		CO-BUYER'S E-MAIL ADDRESS @			

REFERENCES		ACCT. #/PHONE #/ADDRESS OF REFERENCE	MO. PMT.	PRES BAL.
LANDLORD OR MORTGAGE HOLDER	PROPERTY VALUE \$ 40,000		\$ Paid	\$
(1) CREDIT REFERENCE			\$	\$
(2) CREDIT REFERENCE			\$	\$
CHECKING ACCT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	BANK NAME & ADDRESS (CITY) Northwest savings	SAVINGS ACCT? <input type="checkbox"/> YES <input type="checkbox"/> NO	HAVE YOU BEEN DECLARED BANKRUPT IN THE PAST 7 YEARS <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
(1) NAME & ADDRESS OF NEAREST RELATIVE NOT LIVING WITH YOU Dave Martell			RELATIVE'S PHONE (814) 263-4842	RELATIONSHIP Brother
(2) NAME & ADDRESS OF 2ND NEAREST RELATIVE NOT LIVING WITH YOU			RELATIVE'S PHONE ()	RELATIONSHIP

SEE THE REVERSE SIDE FOR ANY REQUIRED LEGAL NOTIFICATIONS.

TO THE BEST OF MY KNOWLEDGE, ALL OF THE INFORMATION ON THIS CREDIT APPLICATION IS COMPLETE AND ACCURATE. I AUTHORIZE THE SELLER OR ITS ASSIGNEE TO MAKE WHATEVER INQUIRIES THEY DEEM NECESSARY TO EVALUATE MY CREDIT AND IF THEY EXTEND CREDIT TO COLLECT, SKIP TRACE OR SERVICE MY ACCOUNT. I EXPRESSLY AUTHORIZE ANY THIRD PARTY I.E., CREDIT REPORTING AGENCY, CREDITOR, BANK OR FINANCIAL INSTITUTION, EMPLOYER, LANDLORD, ETC., TO RELEASE WHATEVER INFORMATION IS REQUESTED CONCERNING ME THAT THE SELLER OR ITS ASSIGNEE MAY REQUEST.

BUYER'S SIGNATURE **Terry Martell** DATE _____ CO-BUYER'S SIGNATURE _____ DATE _____
BEST TIME OF DAY TO CONTACT BUYER AT HOME: _____ AM/PM OK TO CALL AT WORK? ☐ YES ☐ NO

UCFS ACCOUNT NO.

AUTHORIZATION FOR PREAUTHORIZED PAYMENTS

(See preauthorized debit information/instructions on reverse side)

BUYER
CO-BUYER

Initial here if you authorize United Consumer Financial Services (UCFS) to begin monthly electronic funds transfers (EFT Debits) to automatically make all payments required under the credit obligation associated with this preauthorized payment authorization. Please attach a VOIDED CHECK so that we can record the correct banking information.

This authority is to remain in full force and effect until UCFS is paid in full, or UCFS and/or Bank/Financial Institution have received written notification from me of its termination at such time and in such manner as to afford UCFS and Bank/Financial Institution a reasonable opportunity to act on it.

ASSIGNMENT OF CONTRACT

Due _____

FOR VALUE RECEIVED, the undersigned (the "Assignor" or "Seller") hereby sells, assigns, transfers and conveys to Assignee (the "Assignee"), its successors and assigns, all of Assignor's right, title and interest in, to and under the contract(s) enumerated below (the "Contract") and the goods described therein (the "Goods"). In order to induce Assignee to purchase the Contract, Assignor hereby represents and warrants to Assignee that: (1) the Contract is valid and genuine in all respects and correctly states the terms of the retail transaction between Assignor and the other party or parties to the Contract (the "Buyer"); (2) the down payment was paid in full, in cash or trade, and no part was loaned to Buyer by Assignor or was obtained by extension of credit to Buyer; (3) Assignor had the right to sell the Goods to Buyer and the Goods are free and clear of all liens, encumbrances, adverse claims, defenses and conditions precedent; (4) no notice of any defense or right of action has been received by Assignor from Buyer nor has Assignor any knowledge of any fact that would impair the validity of the Contract; (5) Buyer has not entered into or commenced any action to enter into an insolvency proceeding under the Federal Bankruptcy Code; (6) Assignor has the right to sell, assign, transfer and convey this Contract to Assignee; (7) no previous assignment of Assignor's interest in the Contract has been made; (8) all Buyers have legal capacity to contract; (9) on the date of the Contract, Seller executed and delivered to each Buyer a completed copy of the Contract; (10) Seller has complied with all other requirements of the Federal Truth in Lending Act and the Federal Trade Commission Credit Practices Rule and the Federal Consumer Credit Protection Act; (11) if the retail transaction or negotiations related to the retail transaction were conducted in a language other than English, Seller gave each consumer prior to entering into the Contract or any written agreement an unexecuted copy of the Contract or other written agreement in that foreign language; (12) all sales tax due and owing to any governmental agency has been paid and will be paid by Assignor; (13) Assignor assumes full responsibility for all quality of workmanship in installation and warranty of the Goods sold to Buyer; and (14) Assignor will perform, execute and deliver all such further acts, transfers, assignments, conveyances, and assurances as may reasonably be requested by Assignee from time to time in order to better assure, convey and confirm unto Assignee all of the rights, title and interest to be sold, assigned, transferred and conveyed to Assignee hereunder.

If any of the foregoing representations and warranties are breached, Assignor shall repurchase the Contract for the original amount paid by Assignee, and Assignor shall indemnify, defend and hold Assignee harmless from and against any and all of the duties, liabilities, obligations, commitments, costs and expenses (including without limitation reasonable attorneys' fees) that may result at any time from any claim asserted by the Buyer for recovery of amounts paid arising out of any promise, representation or warranty made by Assignor. Assignor hereby irrevocably constitutes and appoints Assignee, its successors and assigns as its attorney-in-fact with full power of substitution, to: (a) demand, receive and enforce Assignor's rights with respect to the Contract; (b) appear for Assignor in any legal proceeding; (c) waive the issuance and service of process; (d) confess judgment in favor of Assignee for the amount then due hereon, together with costs of suit and reasonable attorneys' fees; (e) release and waive all errors that may intervene and consent to immediate execution thereon; and (f) do any and all acts in Assignor's name or in Assignee's own name with the same force and effect as Assignor could do if this Assignment had not been made. Assignor declares that the foregoing powers are coupled with an interest and shall not be revocable by it in any manner or for any reason.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Assignment as of the day and year first above written.

CONTRACT BEING ASSIGNED:

Terry Martell
Name

Sec. Sec. No.

ASSIGNOR:

Genco Products
Name of Assignor

By _____

Print Name: Thomas Bryan

Title: Pres.

For value received, this contract is assigned to PCS Financial Corp., with recourse, as collateral security for all indebtedness at any time owing from the undersigned to PCS Financial Corp.

G & M International, LLC
[Signature]
Authorized Signature

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

PRIME ACCEPTANCE CORP., a
corporation, an assignee of
Genco Products

Plaintiff(s),

v.

TERRY MARTELL,
an individual

Defendant(s),

No. 2003

VERIFICATION

The undersigned, Deborah Mueller, avers
that he/she is the Customer Service Manager of Plaintiff,
is authorized to make this verification on behalf of
Plaintiff, the statements of fact contained in the attached
Complaint are true and correct to the best of his/her
information, knowledge and belief, and are made subject
to the penalties of 18 Pa. Cons. Stat. Ann. Section 4904
relating to unsworn falsification to authorities.

Date 11-31-03

Deborah Mueller

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PRIME ACCEPTANCE CORP., a
corporation, an assignee of
Genco Products

Plaintiff(s),

v.

TERRY MARTELL,
an individual

Defendant(s),

CIVIL DIVISION

No. 2004-00080-CD

PRAECIPE TO REINSTATE THE
COMPLAINT

Code No. _____

Issue No. _____

Filed on Behalf of:

PLAINTIFF

ATTORNEY OF RECORD FOR THIS PARTY

Louis B. Swartz

PA. ID # 242

SWARTZ, LOVEJOY & ASSOCIATES
16th FLOOR LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412) 288-0300
;70349

NOTE: THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE

FILED

MAR 13 2006

Any pd. 7.00

*1 Compl. Reinstated
to Shff*

William A. Shaw
Prothonotary/Clerk of Courts

CR

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

PRIME ACCEPTANCE CORP., a
corporation, an assignee of
Genco Products

Plaintiff(s),

v.

TERRY MARTELL,
an individual

Defendant(s),

No. 2004-00080-CD

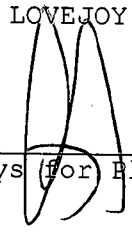
PRAECIPE TO REINSTATE THE COMPLAINT

TO THE PROTHONOTARY:

Reinstate the Complaint in the above captioned case.

Respectfully submitted,
SWARTZ, LOVEJOY AND ASSOCIATES

by:


Attorneys (for) Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101342
NO: 04-80-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: PRIME ACCEPTANCE CORP.
vs.
DEFENDANT: TERRY MARTELL

SHERIFF RETURN

NOW, April 03, 2006 AT 9:00 AM SERVED THE WITHIN COMPLAINT ON TERRY MARTELL DEFENDANT AT 160 JURY ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO TERRY MARTELL, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

FILED
03/20/06
APR 21 2006
JM

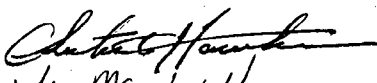

William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	SWARTZ	31812	10.00
SHERIFF HAWKINS	SWARTZ	31812	24.74

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,


by 
Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PRIME ACCEPTANCE CORP., a
corporation, an assignee of
Genco Products

Plaintiff(s),

v.

TERRY MARTELL,
an individual

Defendant(s),

CIVIL DIVISION

No. 2004-00080-CD

PRAECIPE FOR DEFAULT JUDGMENT

Code No. _____

Issue No. _____

Filed on Behalf of:

PLAINTIFF

ATTORNEY OF RECORD FOR THIS PARTY

Louis B. Swartz

PA. ID # 242

SWARTZ, LOVEJOY & ASSOCIATES
16th FLOOR LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412) 288-0300
870349

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FILED *Atty pd. 20.00*
m/2:52/01
MAY 15 2006 *610*

William A. Shaw
Prothonotary/Clerk of Courts

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

PRIME ACCEPTANCE CORP., a
corporation, an assignee of
Genco Products

Plaintiff(s),

v.

TERRY MARTELL,
an individual

Defendant(s),

No. 2004-00080-CD


PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Enter judgment against Defendant(s) and in favor of
Plaintiff in Default of an Answer or a Notice of Intention
to Appear as follows:

AMOUNT CLAIMED IN COMPLAINT	\$ 2,504.12
PLUS INTEREST FROM 09-02-2003 TO: 05-15-2006	\$ 405.87
ADD ATTORNEY'S FEES	\$ 582.00
TOTAL	\$ 3,491.99

I certify that I mailed a notice of default to the
defendant(s) in the form attached hereto on the date stated
thereon which was more that ten (10) days before filing this
praecipe.



Louis B. Swartz
Attorney for PLAINTIFF
SWARTZ, LOVEJOY & ASSOCIATES
16th FLOOR LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412) 288-0300

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

PRIME ACCEPTANCE CORP., a
corporation, an assignee of
Genco Products

Plaintiff(s),

v.

TERRY MARTELL,
an individual

Defendant(s),

No. 2004-00080-CD

DEFAULT NOTICE

TO THE DEFENDANT: TERRY MARTELL,
an individual
22 Smeal Auto Sales, P.O. Box 131
Woodland, PA 16881

IMPORTANT NOTICE

□YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) 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 PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.□P

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
814-765-2641, EXT 51

Date

4/25/06

S-Louis B. Swartz

Louis B. Swartz
Attorney for PLAINTIFF
SWARTZ, LOVEJOY & ASSOCIATES
16th FLOOR LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412) 288-0300

NOTE: THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE

defnote/defnotex

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

PRIME ACCEPTANCE CORP., a
corporation, an assignee of
Genco Products

Plaintiff(s),

v.

TERRY MARTELL,
an individual

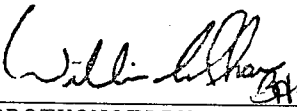
Defendant(s),

No. 2004-00080-CD

NOTICE OF JUDGMENT

TO: TERRY MARTELL,
an individual
22 Smeal Auto Sales, P.O. Box 131
Woodland, PA 16881

You, the above named Defendant(s) take notice that Judgment
has been entered with the Court of Common Pleas of CLEARFIELD
County, Civil Division in the sum of \$ 3,491.99 plus costs
and Interest.


PROTHONOTARY

Louis B. Swartz
Attorney for PLAINTIFF
SWARTZ, LOVEJOY & ASSOCIATES
16th FLOOR LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412) 288-0300

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

CC. 1

Prime Acceptance Corp.
Plaintiff(s)

No.: 2004-00080-CD

Real Debt: \$3,491.99

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Terry Martell
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: May 15, 2006

Expires: May 15, 2011

Certified from the record this 15th day of May, 2006.



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

PRIME ACCEPTANCE CORP., a
corporation, an assignee of
Genco Products

Plaintiff(s),

v.

TERRY MARTELL,
an individual

Defendant(s),

CIVIL DIVISION

No. 2004-00080-CD

AFFIDAVIT OF NON-MILITARY
SERVICE

Code No. _____

Issue No. _____

Filed on Behalf of:

PLAINTIFF

ATTORNEY OF RECORD FOR THIS PARTY

Louis B. Swartz

PA. ID # 242

SWARTZ, LOVEJOY & ASSOCIATES
16th FLOOR LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412) 288-0300
§70349

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FILED NO
m125261 cc
MAY 15 2006

William A. Shaw
Prothonotary/Clerk of Courts

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

PRIME ACCEPTANCE CORP., a
corporation, an assignee of
Genco Products

Plaintiff(s),

v.

TERRY MARTELL,
an individual

Defendant(s),

No. 2004-00080-CD

AFFIDAVIT OF NON-MILITARY SERVICE

I, LOUIS B. SWARTZ, do depose and say that the above-named
defendant(s) Terry Martell
are not currently in the naval or military services of the
United States, either directly or indirectly.

These statements are made subject to the penalties of 18 Pa.
Cons. Stat. Ann. Section 4904 relating to unsworn falsification
to authorities.

