

04-193-CD  
FORD MOTOR CREDIT COMPANY vs. JOHN DRANSFIELD, et al.

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

ATTORNEY FOR PLAINTIFF

FILED No CC  
m/2:1281  
JUL 07 2005 (62)

William A. Shaw  
Prothonotary/Clerk of Courts

FORD MOTOR CREDIT COMPANY

vs.

JOHN DRANSFIELD and EDNA DRANSFIELD

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS  
CIVIL DIVISION

TERM,

No. 04-193-CD

PRAECIPE TO REASSESS DAMAGES

TO THE PROTHONOTARY:

Please reassess damages as follows with regard to the above captioned matter:

Judgment amount:	\$12,370.64
Less Credits:	308.63
Interest from 5/3/04:	803.46
Total Due:	\$12,865.47

By: 

Attorney for Plaintiff

ORIGINAL

ORIGINAL

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

FORD MOTOR CREDIT COMPANY

vs.

NUMBER: 04-193-CD

JOHN DRANSFIELD and EDNA DRANSFIELD

PRAECIPE FOR DEFAULT JUDGMENT AND ASSESSMENT OF DAMAGES

TO THE PROTHONOTARY:

Kindly enter judgment in favor of Plaintiff and against the Defendant(s) John Dransfield and Edna Dransfield for failure to answer Plaintiff's Complaint, endorsed with twenty (20) day notice to plead, served upon Defendant(s) on February 20, 2004 and March 1, 2004 and assess damages as follows:


Unpaid Balance	\$10,057.43
Plus Interest	251.44
Late Charges	.00
Plus Attorney's Fees	2,061.77
Less Credits, if any	<u>.00</u>
TOTAL DUE	\$12,370.64

Pursuant to PaR.C.P. 237.1, I hereby certify that notice to file this Praecipe was mailed to the above named Defendant(s) and the Attorney of Record (if applicable) on April 13, 2004 and copy/copies of same is/are attached hereto

FILED

MAY 03 2004


William A. Shaw  
Prothonotary

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

COURT OF COMMON PLEAS  
AFFIDAVIT OF NON-MILITARY SERVICE

FORD MOTOR CREDIT COMPANY : STATE OF PENNSYLVANIA  
vs.  
JOHN DRANSFIELD and EDNA DRANSFIELD SS  
:  
COUNTY OF PHILADELPHIA

Arthur Lashin, being duly sworn according to Law, deposes and says that he represents the Plaintiff in the above entitled case; that he is authorized to make this Affidavit on behalf of the Plaintiff; and that the above named Defendant(s) is (are) 18 + years of age; the address of Defendant(s) is 122 Jackson St Coalport, Pennsylvania 16627 Occupation of Defendant(s) is unknown; and the Defendant(s) is (are) not in the Military Service of the United States, nor any State of Territory thereof or its Allies as defined in the Soldiers' and the Sailors' Civil Relief Act of 1940 and amendments thereto.

  
\_\_\_\_\_  
Arthur Lashin, Esquire, #23425  
Attorney for Plaintiff

\_\_\_\_\_  
Prothonotary

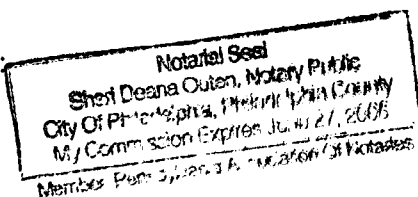
Sworn to and subscribed before

me this 23rd day of April

20 04 A.D.,

  
\_\_\_\_\_  
Notary Public

My commission expires:



HAYT, HAYT & LANDAU

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

ATTORNEY FOR PLAINTIFF

DATE: APRIL 13, 2004

FORD MOTOR CREDIT COMPANY  
One American Road  
Dearborn, Michigan 48122

vs.

JOHN DRANSFIELD  
122 Jackson Street  
Coalport, Pennsylvania 16627

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS  
CIVIL DIVISION

TERM,

No. 04-193-CD


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

**You are in default because you have failed to enter a written appearance personally or by attorney and file in writing with the court your defenses or objections to the claims set forth against you. Unless you act within ten days from the date of this notice, a judgment may be entered against you without a hearing and you may lose your proper 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.**

**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



**ARTHUR LASHIN, ESQUIRE, #23425**

HAYT, HAYT & LANDAU

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

ATTORNEY FOR PLAINTIFF

DATE: APRIL 13, 2004

FORD MOTOR CREDIT COMPANY  
One American Road  
Dearborn, Michigan 48122

vs.

EDNA DRANSFIELD  
122 Jackson Street  
Coalport, Pennsylvania 16627

CLEARFIELD COUNTY

COURT OF COMMON PLEAS  
CIVIL DIVISION

TERM,

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Clearfield, PA 16830  
(814) 765-2641

  
ARTHUR LASHIN, ESQUIRE, #23425

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

Ford Motor Credit Company  
Plaintiff(s)

No.: 2004-00193-CD

Real Debt: \$12,370.64

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

John Dransfield  
Edna Dransfield  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: May 3, 2004

Expires: May 3, 2009

Certified from the record this 3rd day of May, 2004

\_\_\_\_\_  
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**

FORD MOTOR CREDIT COMPANY

VS.

DRANSFIELD, JOHN & EDNA

COMPLAINT

Sheriff Docket # 15178

04-193-CD

**SHERIFF RETURNS**

NOW FEBRUARY 20, 2004 AT 11:10 AM SERVED THE WITHIN COMPLAINT ON JOHN DRANSFIELD, DEFENDANT AT RESIDENCE, 122 JACKSON ST., COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO EDNA DRANFIELD, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: DAVIS

NOW MARCH 1, 2004 AT 10:09 AM SERVED THE WITHIN COMPLAINT ON EDNA DRANSFIELD, DEFENDANT AT RESIDENCE, 122 JACKSON ST., COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO EDNA DRANSFIELD A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: DAVIS

**Return Costs**

Cost	Description
66.37	SHERIFF HAWKINS PAID BY: ATTY CK# 2011
20.00	SURCHARGE PAID BY: ATTY CK# 2032

Sworn to Before Me This

29th Day Of April 2004

[Signature]

So Answers,

[Signature]  
[Signature]

Chester A. Hawkins  
Sheriff

**FILED**

APR 29 2004

6/10:43 a.m.

William A. Shaw  
Prothonotary



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

FEB 06 2004

Attest.

*William L. Shaw*  
Prothonotary/  
Clerk of Courts

OP

**HAYT, HAYT & LANDAU**

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

ATTORNEY FOR PLAINTIFF

**I CERTIFY THE WITHIN TO BE A TRUE  
COPY OF THE ORIGINAL FILED IN  
THIS CASE.**

**Attorney For Plaintiff**

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS  
CIVIL DIVISION

TERM,

No. 04-193-CO

FORD MOTOR CREDIT COMPANY  
One American Road  
Dearborn, Michigan 48122

vs.

JOHN DRANSFIELD and  
EDNA DRANSFIELD  
122 Jackson Street  
Coalport, Pennsylvania 16627

CIVIL ACTION

**"NOTICE**

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

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.

Raymond Billotte  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2541 Ext. 50

**"AVISO**

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

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

## CIVIL ACTION

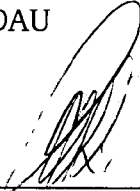
1. Plaintiff, Ford Motor Credit Company, is a corporation duly organized and existing under the laws of the State of Delaware, and authorized to do business in the Commonwealth of Pennsylvania, with offices located at One American Road, Dearborn, Michigan 48122.
2. Defendant(s) John Dransfield and Edna Dransfield is/are individual(s) residing at the address(es) contained in the caption of the case.
3. On or about July 17, 2002, Defendant(s) (buyer) entered into a written Automobile Instalment Contract (hereinafter called the Contract) to purchase a "Vehicle" from a dealer (creditor) as fully described in said Contract, said purchase to be made according to the terms, prices and conditions contained within the aforesaid Contract, a true and correct copy of said Contract being attached hereto, made part hereof, and marked Plaintiff's Exhibit "A".
4. "Creditor" subsequently assigned the aforesaid Contract to Plaintiff, Ford Motor Credit Company.
5. Subsequently, Defendant(s) did default upon the aforesaid Contract by failing to make timely installment payment to Plaintiff and in accordance therewith the entire remaining balance became due and payable immediately.
6. The aforesaid Contract further provides that in the event of default, Plaintiff may repossess the "Vehicle" and sell same in accord with the terms of the aforesaid Contract.
7. The aforesaid Contract further provides that buyer agrees to pay lawyers fees and legal costs permitted by law.
8. As a consequence of the foregoing, there is currently due and owing to Plaintiff by the Defendant(s) the following sums:

BALANCE WHEN REPOSSESSED	\$19,206.52
LESS: Sale Proceeds	10,000.00
Physical Damage Insurance Premium Refund	.00
Credit Life Insurance Premium Refund	.00
Accident & Health Insurance Premium Refund	.00
Finance Charge Refund	.00
ADD: Earned but Unpaid Credit Charges	32.00
Unpaid Late Charges	20.00
Repossession Expense	<u>798.91</u>
Balance Owing	\$10,057.43
Customer Payments Received after establishment of Deficiency	<u>.00</u>
SUB TOTAL	\$10,057.43
Interest	251.44
Plus Attorney's fees of 20%	<u>2,061.77</u>
TOTAL DUE	\$12,370.64

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

WHEREFORE, Plaintiff demands that judgment be entered against Defendant(s) in favor of Plaintiff in the amount of \$12,370.64 together with interest and costs.

HAYT, HAYT & LANDAU

By:   
Arthur Lashin, Esquire  
Attorney for Plaintiff

PENNSYLVANIA SIMPLE INTEREST VEHICLE RETAIL INSTALMENT CONTRACT

DATE 07/17/02

Buyer (and Co-Buyer) Name and Address (including County and Zip Code)		CREDITOR (Seller Name and Address)
JOHN DRANSFIELD JACKSON ST PO BOX 23 COALPORT PA 16627	EDNA L DRANSFIELD JACKSON ST PO BOX 23 COALPORT PA 16627	STULTZ & BROWN FORD MERCURY INC. RD 5 BOX 20 TYRONE PA 16686

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

New/Used	Year and Make	Model	GVW if Truck (lbs.)	Vehicle Identification Number	Use For Which Purchased
NEW	02 FORD	FOCUS	N/A	1FAFP36382W164210	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trade-In	20FORD TAURUS	Year and Make	Gross Allowance	Amount Owning
			\$ 16980.00	\$ 16980.00

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price	\$ 21558.00
2. Down Payment	
Third Party Rebate Assigned to Creditor	\$ 2000.00
Cash Down Payment	\$ N/A
Trade-In	\$ 16980.00
Total Down Payment	\$ 2000.00
3. Unpaid Balance of Cash Price (1 minus 2)	\$ 19558.00
4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)	
To Insurance Companies for	
Credit Life Insurance (for term of contract)	\$ N/A
Credit Disability Insurance (for term of contract)	\$ N/A
(Term) Months (Estimate)	27.50
To Public Officials (i) for license (\$ registration (\$ fees (\$ (ii) for filing fees (\$ (iii) for taxes (not in Cash Price) (\$ for Messenger Service	\$ 260.18
To STULTZ & BROWN	\$ N/A
To FFL	\$ N/A
To EXTENDED WARRANTY SERVICE CONTRACT	\$ 1200.00
To	\$ N/A
Total	\$ 1460.18
5. Amount Financed (3 plus 4)	\$ 21018.00

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your downpayment
14.99%	\$ 8972.82	\$ 21018.00	\$ 29991.00	\$ 31991.00

Payment Schedule	Number of Payments	Amount of Each Payment	When Payments are due
Your payment schedule will be:	60	\$ 499.85	(monthly starting) 16 AUG 02
	1 final	\$ N/A	

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

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

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

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

☐ Comprehensive ☐ Deductible Collision

☐ Fire-Theft-Combined Additional Coverage

☐ Towing and Labor

☐ Term Months (Estimate) Premium \$ N/A

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

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

NON-MODIFICATION DISCLOSURE

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

BUYER: <u>John Dransfield</u>	CO-BUYER: <u>Edna Dransfield</u>
-------------------------------	----------------------------------

NOTICE TO BUYER

Do not sign this contract in blank.

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

Keep it to protect your legal rights.

BUYER SIGNS	(CO) BUYER SIGNS
-------------	------------------

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

Buyer Signs	(Co) Buyer Signs
-------------	------------------

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

Seller	STULTZ & BROWN	By <u>[Signature]</u> Title <u>Branch Manager</u>
--------	----------------	---

QUESTIONS?



PLEASE CALL US AT 1-800-727-7000 00-001

EXHIBIT "A"

BRANCH COPY

# ADDITIONAL AGREEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## FTC NOTICES

**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.**

**Used Motor Vehicle Buyers Guide.** If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the vehicle. **THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

## GUARANTY

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

Guarantor

Address

Guarantor

Address



STATE OF ARIZONA

:

SS

COUNTY OF MARICOPA

:

AFFIDAVIT

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

*Barbara L. Buckwalter*

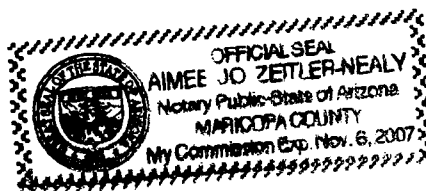
Barbara L. Buckwalter

Sworn to and subscribed

before me this            day

of    JAN 29 2004        , 20

*Aimee Jo Zettler-Nealy*  
Notary Public



# FILED

FEB 06 2004

William A. Shaw  
Prothonotary

**HAYT, HAYT & LANDAU**

BY: ARTHUR LASHIN, ESQUIRE

IDENTIFICATION NO. 23425

ATTORNEY FOR PLAINTIFF

SIXTH FLOOR

400 MARKET STREET

PHILADELPHIA, PA 19106-2509

(215) 928-1400

FORD MOTOR CREDIT COMPANY  
One American Road  
Dearborn, Michigan 48122

vs.

JOHN DRANSFIELD and  
EDNA DRANSFIELD  
122 Jackson Street  
Coalport, Pennsylvania 16627

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS  
CIVIL DIVISION

TERM,

No. 04-193-D

CIVIL ACTION

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(814) 765-2541 Ext. 50

**"AVISO**

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

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

## CIVIL ACTION

1. Plaintiff, Ford Motor Credit Company, is a corporation duly organized and existing under the laws of the State of Delaware, and authorized to do business in the Commonwealth of Pennsylvania, with offices located at One American Road, Dearborn, Michigan 48122.
2. Defendant(s) John Dransfield and Edna Dransfield is/are individual(s) residing at the address(es) contained in the caption of the case.
3. On or about July 17, 2002, Defendant(s) (buyer) entered into a written Automobile Instalment Contract (hereinafter called the Contract) to purchase a "Vehicle" from a dealer (creditor) as fully described in said Contract, said purchase to be made according to the terms, prices and conditions contained within the aforesaid Contract, a true and correct copy of said Contract being attached hereto, made part hereof, and marked Plaintiff's Exhibit "A".
4. "Creditor" subsequently assigned the aforesaid Contract to Plaintiff, Ford Motor Credit Company.
5. Subsequently, Defendant(s) did default upon the aforesaid Contract by failing to make timely installment payment to Plaintiff and in accordance therewith the entire remaining balance became due and payable immediately.
6. The aforesaid Contract further provides that in the event of default, Plaintiff may repossess the "Vehicle" and sell same in accord with the terms of the aforesaid Contract.
7. The aforesaid Contract further provides that buyer agrees to pay lawyers fees and legal costs permitted by law.
8. As a consequence of the foregoing, there is currently due and owing to Plaintiff by the Defendant(s) the following sums:

BALANCE WHEN REPOSSESSED	\$19,206.52
LESS: Sale Proceeds	10,000.00
Physical Damage Insurance Premium Refund	.00
Credit Life Insurance Premium Refund	.00
Accident & Health Insurance Premium Refund	.00
Finance Charge Refund	.00
ADD: Earned but Unpaid Credit Charges	32.00
Unpaid Late Charges	20.00
Repossession Expense	<u>798.91</u>
Balance Owing	\$10,057.43
Customer Payments Received after establishment of Deficiency	<u>.00</u>
SUB TOTAL	\$10,057.43
Interest	251.44
Plus Attorney's fees of 20%	<u>2,061.77</u>
TOTAL DUE	\$12,370.64



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

WHEREFORE, Plaintiff demands that judgment be entered against Defendant(s) in favor of Plaintiff in the amount of \$12,370.64 together with interest and costs.

HAYT, HAYT & LANDAU

By: 

\_\_\_\_\_  
Arthur Lashin, Esquire  
Attorney for Plaintiff

# PENNSYLVANIA SIMPLE INTEREST VEHICLE RETAIL INSTALMENT CONTRACT

DATE 07/17/02

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code)		CREDITOR (Seller Name and Address)
JOHN DRANSFIELD JACKSON ST PO BOX 23 COALPORT PA 16627		EDNA L DRANSFIELD JACKSON ST PO BOX 23 COALPORT PA 16627
		STULTZ & BROWN FORD MERCURY INC. RD 5 BOX 20 TYRONE PA 16685

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

New/Used	Year and Make	Model	GVW if Truck (lbs.)	Vehicle Identification Number	Use For Which Purchased
NEW	02 FORD	FOCUS	N/A	1FAFP36382W164210	<input type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trade-In	20FORD TAURUS	16980.00	16980.00
Year and Make		Gross Allowance	Amount Owning

## ITEMIZATION OF AMOUNT FINANCED

1. Cash Price	\$ 21558.00
2. Down Payment	
Third Party Rebate Assigned to Creditor	\$ 2000.00
Cash Down Payment	N/A
Trade-In	01 FORD 16980.00 16980.00 N/A
Year and Make	
Gross Allowance	
Amount Owning	
Total Down Payment	\$ 2000.00
3. Unpaid Balance of Cash Price (1 minus 2)	\$ 19558.00
4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)	
To Insurance Companies for	
Credit Life Insurance (for term of contract)	N/A
Credit Disability Insurance (for term of contract)	N/A
(Term) Months (Estimate)	27, 50
To Public Officials (i) for license (\$ registration (\$ fees \$) (ii) for filing fees \$ (iii) for taxes (not in Cash Price) \$	260.18
To STULTZ & BROWN for Messenger Service	N/A
To FMC	N/A
To EXTENDED WARRANTY SERVICE CONTRACT	1200.00
To	N/A
Total	\$ 1460.43
5. Amount Financed (3 plus 4)	\$ 21018.58

## FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your downpayment
14.99%	8972.32	21018.58	29991.00	31991.00

Payment Schedule	Number of Payments	Amount of Each Payment	When Payments are due
Your payment schedule will be:	60	499.85	(monthly starting) 16 AUG 02
	1 final	N/A	

## INSURANCE

YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

YOU ARE NOT REQUIRED TO OBTAIN CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE. THIS CONTRACT WILL NOT INCLUDE THEM UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

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

<input type="checkbox"/> Credit Life	Insurer
Premium	N/A Insured(s)
Signature	

<input type="checkbox"/> Disability	Insurer
Premium	N/A Insured
Signature	

<input type="checkbox"/> Type of Insurance	Term
Insurer	\$ Premium
Signature	

Credit Life and Credit Disability insurance are for the term of the contract. The amount and coverages are shown in a notice or agreement given to you today.

You must insure the vehicle. If a charge is shown below, the Creditor will try to buy the coverages checked for the term shown. Coverages will be based on the cash value of the vehicle at time of loss, but not more than the limits of the policy.

<input type="checkbox"/> Comprehensive	<input type="checkbox"/> Deductible Collision
<input type="checkbox"/> Fire-Theft-Combined Additional Coverage	
<input type="checkbox"/> Towing and Labor	
<input type="checkbox"/> Term	Months (Estimate)
Premium	N/A

**Prepayment:** If you pay off your debt early, you will not have to pay a penalty.  
**Late Payment:** You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 2 percent of the late amount or \$50.00 whichever is less.  
**Security Interest:** You are giving a security interest in the vehicle being purchased.  
**Contract:** Please see this contract for additional information on security interest, nonpayment default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

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

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

## NON-MODIFICATION DISCLOSURE

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

BUYER: John Dransfield CO-BUYER: Edna Dransfield

## NOTICE TO BUYER

Do not sign this contract in blank.  
 You are entitled to an exact copy of the contract you sign.  
 Keep it to protect your legal rights.

BUYER SIGNS: John Dransfield (CO) BUYER SIGNS: Edna Dransfield

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

Buyer Signs: John Dransfield (Co) Buyer Signs: Edna Dransfield

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

Seller: STULTZ & BROWN Title: Sales Manager

## QUESTIONS?



PLEASE CALL US AT 1-800-727-7000  
00-001

BRANCH COPY

EXHIBIT "A"

# ADDITIONAL AGREEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## FTC NOTICES

**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.**

**Used Motor Vehicle Buyers Guide.** If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the vehicle. **THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

## GUARANTY

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

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

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



STATE OF ARIZONA

:

SS

COUNTY OF MARICOPA

:

AFFIDAVIT

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

*Barbara L. Buckwalter*

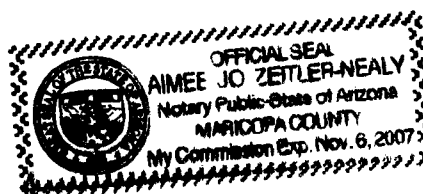
Barbara L. Buckwalter

Sworn to and subscribed

before me this            day

of    JAN 29 2004    , 20

*Aimee Jo Zettler-Nealy*  
Notary Public



Praeipe for Writ of Execution - Money Judgments.

FORD MOTOR CREDIT COMPANY

vs.

JOHN DRANSFIELD and EDNA DRANSFIELD

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

NO. 04-193-CD

Term, 19

PRAEPIPE FOR WRIT OF EXECUTION

To the Prothonotary:

Issue writ of execution in the above matter,

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

(2). against the following property JOHN DRANSFIELD and EDNA DRANSFIELD

\_\_\_\_\_ of defendant(s) and

(3). against the following property in the hands of (name) CURWENSVILLE STATE BANK garnishee;

(4). and index this writ

(a) against JOHN DRANSFIELD and EDNA DRANSFIELD

\_\_\_\_\_ defendant(s) and

(b) against CURWENSVILLE STATE BANK, as garnishee,

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

PERSONAL PROPERTY LEVY AT: 122 Jackson Street, Coalport, PA 16627

BANK ATTACHMENT AT: CURWENSVILLE STATE BANK, 434 State Street, Curwensville,

PA 16833-1241 KINDLY SERVE INTERROGATORIES UPON THE ABOVE LISTED GARNISHEE.

(Specifically describe property)

(If space insufficient, attach extra sheets)

(5). Amount due

\$ 12,062.01

Interest from 5/3/04

\$ 803.46

Costs (to be added)

\$ \_\_\_\_\_

**Prothonotary costs** 125.00

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

Proth'y. No. 63

**FILED** <sup>CC</sup>  
m 12:12 PM  
JUL 07 2005  
ICC & 6 writs  
to shf  
Atty pd 20.00  
William A. Shaw  
Prothonotary/Clerk of Courts

PERSONAL PROPERTY LEVY AT:

122 Jackson Street  
Coalport, PA 16627

and

BANK ATTACHMENT AT:

CURWENSVILLE STATE BANK  
434 State Street  
Curwensville, PA 16833-1241

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

No. 04-193-CD Term, 19  
No. Term, 19

IN THE COURT OF COMMON  
PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

FORD MOTOR CREDIT COMPANY

JOHN DRANSFIELD <sup>vs.</sup> and

EDNA DRANSFIELD

Pracipe for Writ of Execution

FILED

JUL 07 2005

William A. Shaw  
Prothonotary/Clerk of Courts

RECEIVED WRIT THIS \_\_\_\_\_ DAY  
of \_\_\_\_\_ A.D., 19\_\_\_\_  
at \_\_\_\_\_ M.

Sheriff

WRIT OF EXECUTION  
(Money Judgments)

EXECUTION DEBT		
Interest from	- - -	
Prothonotary	- - -	125 00
Use Attorney	- -	
Use Plaintiff	- -	
Attorney's Comm.	-	
Satisfaction	- - -	
Sheriff	- - -	

Attorney for Plaintiff(s)

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

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

Ford Motor Credit Company

Vs.

NO.: 2004-00193-CD

John Dransfield and  
Edna Dransfield

Curwensville State Bank  
Garnishee

 COPY

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due FORD MOTOR CREDIT COMPANY, Plaintiff(s) from JOHN DRANSFIELD and EDNA DRANSFIELD, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
Personal Property Levy at: 122 Jackson Street, Coalport, PA 16627
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:  
Curwensville State Bank  
Garnishee(s) as follows:  
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE/PRINCIPAL: \$12,062.01  
INTEREST from 5/3/04: \$803.46  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 07/07/2005

PAID: \$125.00  
SHERIFF: \$  
OTHER COSTS: \$

\_\_\_\_\_  
William A. Shaw  
Prothonotary/Clerk Civil Division

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

Requesting Party: Arthur Lashin, Esquire  
400 Market St., 6th Floor  
Philadelphia, PA 19106  
(215) 928-1400

\_\_\_\_\_  
Sheriff

COMMONWEALTH OF PENNSYLVANIA

MONEY JUDGMENT

FORD MOTOR CREDIT COMPANY

Plaintiff:

CLAIM NO. 04-193-CD

vs.

JOHN DRANSFIELD and EDNA DRANSFIELD

Defendant:

WRIT OF EXECUTION

NOTICE

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly:  
(1) Fill out the attached claim form and demand for a prompt hearing. (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court ready to explain your exemption. If you do not come to court and prove your exemption, you may **lose** some of your property.

**IF YOU CANNOT AFFORD 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.**

RAYMOND BILLOTTE  
COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641 Ext. 50



Plaintiff:

FORD MOTOR CREDIT COMPANY

CLEARFIELD COUNTY

NO.: 04-193-CD

v.

Defendant:

JOHN DRANSFIELD and EDNA DRANSFIELD

(CLAIM FOR EXEMPTION)

To the Sheriff:

I, the above named defendant, claim exemption of property from levy or attachment:

(1) From my personal property in my possession which has been levied upon,

(a) I desire that my \$300 statutory exemption be

☐ (i) set aside in kind (specify property to be set aside in kind):

☐ (ii) paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption (specify property and basis of exemption):

(2) From my property which is in the possession of a third party, I claim the following exemptions:

(a) my \$300 statutory exemption: ☐ in cash, ☐ in kind (specify property):

(b) Social Security benefits on deposit in the amount of \$

(c) other (specify amount and basis of exemption):

I request a prompt court hearing to determine the exemption. Notice of the hearing should be given to me at

(Address)

(Telephone Number)

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Defendant)

THIS CLAIM TO BE FILED WITH THE SHERIFF OF CLEARFIELD COUNTY:

Sheriff's Office, Clearfield County Courthouse, Clearfield, PA 16830

Plaintiff:

NO.: 04-193-CD

FORD MOTOR CREDIT COMPANY

vs.

JOHN DRANSFIELD and EDNA DRANSFIELD

Defendant:

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300 statutory exemption
2. Bibles, school books, sewing machines, uniforms and equipment
3. Most wages and unemployment compensation
4. Social Security benefits
5. Certain retirement funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

FORD MOTOR CREDIT  
COMPANY,  
Plaintiff

No. 04-193-CD

Type of Case: Civil

-vs-

Type of Pleading: ANSWERS OF CSB  
BANK, GARNISHEE, TO  
INTERROGATORIES IN  
ATTACHMENT AND NEW MATTER

JOHN DRANSFIELD and EDNA  
DRANSFIELD,  
Defendants

Filed on behalf of: CSB BANK,  
Garnishee

and

Counsel of Record for this Party:  
Laurance B. Seaman, Esquire

CURWENSVILLE STATE BANK,  
Garnishee

Supreme Court No.: 19620

GATES & SEAMAN  
Attorneys at law  
Two North Front Street  
P. O. Box 846  
Clearfield, PA 16830  
(814) 765-1766

FILED

OCT 10 2005  
11:30 AM  
William A. Shaw  
Prothonotary/Clerk of Courts

NO C/C

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

FORD MOTOR COMPANY, Plaintiff :  
 : No. 04-193-CD  
-vs- :  
 :  
JOHN DRANSFIELD and EDNA :  
DRANSFIELD, Defendants :  
and :  
CURWENSVILLE STATE BANK, Garnishee :

**ANSWERS OF GARNISHEE, CSB BANK, TO INTERROGATORIES  
IN ATTACHMENT AND NEW MATTER**

CSB BANK, Garnishee, makes the following answer to  
Plaintiff's Interrogatories:


1. No.
2. Yes.  
(a) DDA Account No. 2149124 - \$1,637.07, subject to  
right of setoff as set forth in New Matter.
3. No.
4. No.
5. No.
6. No.

**NEW MATTER**

By way of New Matter, Garnishee, CSB BANK, avers:

7. The name of the Bank has been changed for several years  
from Curwensville State Bank to CSB Bank.

8. Garnishee has a valid right of setoff against Debtors'  
account for attorney's fees incurred in responding to the  
Interrogatories to Garnishee, which Garnishee hereby asserts as  
a defense against Plaintiff, in the amount of \$170.00 (per the  
statement of services attached hereto and made a part hereof as  
Exhibit "A").

GATES & SEAMAN  
By: 

Laurance B. Seaman, Esquire  
Attorney for Garnishee, CSB Bank  
Two North Front St., P. O. Box 846  
Clearfield, PA 16830  
(814) 765-1766

Date: October 10, 2005.

LAW OFFICES  
GATES & SEAMAN  
TWO NORTH FRONT STREET  
P. O. BOX 846  
CLEARFIELD, PA. 16830

LAURANCE B. SEAMAN  
ANDREW P. GATES

JOHN B. GATES  
(1917-1984)

(814) 765-1766  
FAX (814) 765-1488

October 6, 2005

CSB Bank  
P. O. Box 29  
Curwensville, Pennsylvania 16833

**RE: Dransfield - Garnishment**

**FOR PROFESSIONAL SERVICES RENDERED** from October 3, 2005 through

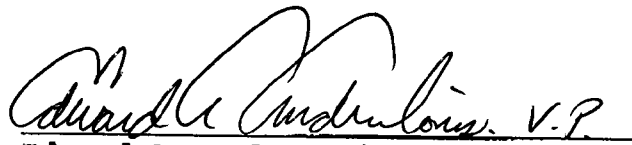
**Laurance B. Seaman:** Review correspondence from CSB Bank, Writ of Execution, Interrogatories to Garnishee and Debtor's Account information; telephone conference with Michele Rorabaugh (CSB Bank); preparation of Answers to Interrogatories and New Matter (asserting defense of right of setoff for attorney's fees); preparation of correspondence to Plaintiff's attorney with copies to Debtor of Answers and New Matter; filing Answers and New Matter and Certificate of Service

(1.00 hr.) ----- \$ 170.00

EXHIBIT "A"

**VERIFICATION**

I, Edward A. Andrulonis, Vice President, Director of Operations, CSB Bank, verify that the statements made in the foregoing document are true and correct to the best of my knowledge, information and belief. I the undersigned understand that false statements made herein are subject to the penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities.

A handwritten signature in dark ink, appearing to read "Edward A. Andrulonis V.P.", written over a horizontal line.

Edward A. Andrulonis,  
Vice President, Director of Operations  
CSB BANK

Date: 10/10/05

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

FORD MOTOR CREDIT COMPANY,  
Plaintiff

-vs-

JOHN DRANSFIELD and EDNA  
DRANSFIELD, Defendants

and

CSB BANK, Garnishee

No. 04-193-CD

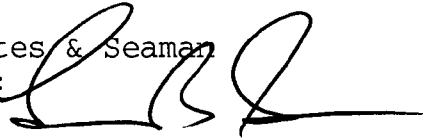
**CERTIFICATE OF SERVICE**

I hereby certify that on the 10th day of October, 2005, a true and correct copy of Answers of CSB Bank, Garnishee, to Interrogatories in Attachment and New Matter was sent by facsimile and regular U. S. mail to:

William Jackson, Esquire  
Arthur Lashin, Esquire  
HAYT, HAYT & LANDAU  
400 Market Street, Sixth Floor  
Philadelphia, PA 19106-2513

and by regular U. S. Mail only, to:

John Dransfield  
122 Jackson Street  
Coalport, PA 16627

Gates & Seaman  
By: 

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Laurance B. Seaman, Esquire  
Attorney for Garnishee

ORIGINAL

**HAYT, HAYT & LANDAU**

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

ATTORNEY FOR PLAINTIFF

FORD MOTOR CREDIT COMPANY

vs.

JOHN DRANSFIELD and EDNA DRANSFIELD

and

CURWENSVILLE STATE BANK

Garnishee

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS  
Civil DIVISION

TERM,

No. 04-193-CD

ORDER TO DISCONTINUE AND DISSOLVE ATTACHMENT

TO THE PROTHONOTARY:

Kindly mark the attachment against the Garnishee, CURWENSVILLE STATE BANK  
, made under the Writ of Execution issued on July 7, 2005  
in the above captioned matter Discontinued and Dissolved.

FILED  
m110/2851  
DEC 23 2005 Atty pd. 7.00

William A. Shaw  
Prothonotary Clerk of Courts

HAYT, HAYT & LANDAU

By: 

Attorney for Plaintiff



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20208  
NO: 04-193-CD

PLAINTIFF: FORD MOTOR CREDIT COMPANY  
vs.  
DEFENDANT: JOHN DRANSFIELD AND EDNA DRANSFIELD

Execution PERSONAL PROPERTY

SHERIFF RETURN

DATE RECEIVED WRIT: 07/07/2005

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 11/17/2006

**FILED**  
01/24/06  
NOV 17 2006  
William A. Shaw  
Prothonotary/Clerk of Courts

DETAILS

@ SERVED JOHN DRANSFIELD  
DEFENDANT HAD NOTHING OF VALUE TO LEVY.

@ SERVED EDNA DRANSFIELD  
DECEASED.

09/22/2005 @ 10:22 AM SERVED CURWENSVILLE STATE BANK

SERVED CURWENSVILLE STATE BANK, GARNISHEE, BY HANDING TO MARILYN SNYDER, PERSON IN CHARGE OF CURWENSVILLE STATE BANK AT HER PLACE OF EMPLOYMENT 434 STATE STREET, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA

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

@ SERVED  
RETURN WRIT AS TIME EXPIRED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20208  
NO: 04-193-CD

PLAINTIFF: FORD MOTOR CREDIT COMPANY  
vs.  
DEFENDANT: JOHN DRANSFIELD AND EDNA DRANSFIELD

Execution PERSONAL PROPERTY


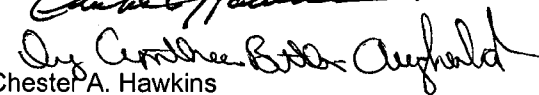
SHERIFF RETURN

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SHERIFF HAWKINS \$107.53

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

  
  
Chester A. Hawkins  
Sheriff

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

Ford Motor Credit Company

Vs.

NO.: 2004-00193-CD

John Dransfield and  
Edna Dransfield

Curwensville State Bank  
Garnishee

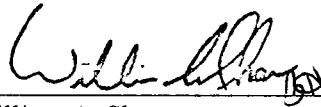
**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due FORD MOTOR CREDIT COMPANY, Plaintiff(s) from JOHN DRANSFIELD and EDNA DRANSFIELD, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
Personal Property Levy at: 122 Jackson Street, Coalport, PA 16627
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:  
Curwensville State Bank  
Garnishee(s) as follows:  
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE/PRINCIPAL: \$12,062.01  
INTEREST from 5/3/04: \$803.46  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 07/07/2005

PAID: \$125.00  
SHERIFF: \$  
OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 7th day  
of July A.D. 2005  
At 2:45 A.M./P.M.

Charles A. Hambley  
Sheriff Dy Cynthia Butler-Cayhercup

Requesting Party: Arthur Lashin, Esquire  
400 Market St., 6th Floor  
Philadelphia, PA 19106  
(215) 928-1400

**PERSONAL PROPERTY SALE  
SCHEDULE OF DISTRIBUTION**

NAME JOHN DRANSFIELD

NO. 04-193-CD

NOW, November 16, 2006, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of John Dransfield And Edna Dransfield to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

**PLAINTIFF COSTS, DEBT AND INTEREST:**

RDR SERVICE	9.00
MILEAGE LEVY	32.98
MILEAGE POSTING	27.16
HANDBILLS	
COMMISSION	0.00
POSTAGE HANDBILLS DISTRIBUTION	0.39
ADVERTISING	
ADD'L SERVICE	9.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE COPIES	15.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	9.00
<b>TOTAL SHERIFF COSTS</b>	<b>\$107.53</b>

DEBT-AMOUNT DUE	12,062.01
INTEREST @ %	0.00
FROM TO	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	803.46
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$13,138.00</b>

**COSTS:**

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	

SHERIFF COSTS	107.53
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	

<b>TOTAL COSTS</b>	<b>\$232.53</b>
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<b>TOTAL COSTS</b>	<b>\$13,138.00</b>
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COMMISSION 2% ON THE FIRST \$ 100,000 AND 1/2% ON ALL OVER THAT. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff