Roswell Prop vs John Quick et al
2004-778-CD

04-778-CD
FIFTH THIRD BANK vs. JOHN E. QUICK, etal.

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

FIFTH THIRD BANK

Plaintiff

vs.

JOHN E. QUICK AND
ANDREA F. QUICK

Defendants

No. 04-778-CD

COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
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FILED

JUN 01 2004

William A. Shaw
Prothonotary/Clerk of Courts

July 29, 2004 Document
Reinstated/~~Reissued~~ to Sheriff/~~Attorney~~
for service.

~~Deputy~~ Prothonotary

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

FIFTH THIRD BANK

Plaintiff No.

vs.

JOHN E. QUICK AND
ANDREA F. QUICK

Defendants

COMPLAINT IN CIVIL ACTION AND NOTICE TO DEFEND

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

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

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

LAWYER REFERRAL SERVICE
PA Bar Association
P.O. Box 186
Harrisburg, PA 17108
1-800-692-7375

COMPLAINT

1. Plaintiff is a corporation with offices at 38 Fountain Square Plaza, Cincinnatti, OH 45263-0781.

2. Defendant, John E. Quick, is an adult individual residing at 109 Long Street, Houtzdale, PA 16651.

3. Defendant, Andrea F. Quick, is an adult individual residing at P.O. Box 736, Houtzdale, PA 16651.

4. On or about June 19, 2000, the parties entered into a written Closed-End Lease Agreement (hereinafter referred to as the "Agreement") for the lease of a 2000 Nissan, more particularly identified in the Agreement, a true and correct copy of which is attached hereto, marked as Exhibit "1" and made a part hereof.

5. By the terms of the Agreement, Defendants were to make 63 (Sixty-Three) payments of $262.43 , commencing June 19, 2000, and to pay certain license fees due at the inception of the lease and during the lease term.

6. The terms of said Agreement provide for termination upon satisfaction by Defendants of all obligations provided thereunder and upon the return of the vehicle by Defendants to Plaintiff at the end of the lease term, which term would end 63 (Sixty-Three) months after it commenced.

7. Plaintiff avers that Defendants defaulted under the terms of the Lease Agreement by failing to make payment to Plaintiff as promised.

8. Due to the Defendants' default under the Agreement, Plaintiff exercised its right to terminate the Lease.

9. After calculating the early termination charges due Plaintiff pursuant to the terms of the Lease, Plaintiff avers that a balance of $ 6,340.52 as of April 12, 2004 is due from Defendants.

10. Plaintiff avers that the Agreement between the parties provides that Defendant will pay Plaintiff's attorneys' fees.

11. Plaintiff avers that such attorneys' fees will amount to $1,000.00.

12. Although repeatedly requested to do so by Plaintiff, Defendants have willfully failed and/or refused to pay the principal balance, interest, attorneys' fees or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment in its favor and against Defendants, John E. Quick and Andrea F. Quick, jointly and severally, in the amount of $ 6,340.52 with continuing interest thereon at the legal rate 6.00% per annum from April 12, 2004 plus attorneys' fees of $1,000.00 and costs.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.

WELTMAN, WEINBERG & REIS, CO., L.P.A.

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#03282598

INDEPENDENT PROFESSIONAL ADVICE IF YOU HAVE ANY QUESTIONS CONCERNING THIS TRANSACTION. YOU ARE ENTITLED TO AN EXACT COPY OF THE AGREEMENT YOU SIGN. 01397521-7405233704 30

THIS LEASE, effective this 13TH day of MAY, 19 2000 ugh the 13TH day of MAY, ____ (scheduled Lease maturity date),
is between FIFTH THIRD LEASING COMPANY (hereinafter called "Lessor") and JOHN E QUICK ANDREA F QUICK of
FR1 BOX 736 HOUTZDALE PA 16651
Street Address City County State Zip Code
a(n) ☐ Individual(s) ☐ Corporation ☐ Partnership ☐ LLC ☐ LLP; together with any additional Lessee or guarantor (hereinafter jointly and severally called Lessee).

COURTESY MOTOR SALES INC is the arranger of this Lease.
DEALER NAME

27) **DESCRIPTION OF VEHICLE.**

☑ New ☐ Used Current Mileage 30 Lessee(s) Initials

	YEAR	MAKE	MODEL	BODY STYLE	VEHICLE IDENTIFICATION NUMBER
☐ CAR ☐ TRUCK	00	NISS	SENT	SDN	3N1BB51D2YL102919

DESCRIPTION OF EXTRA EQUIPMENT

☐ MANUAL TRANS ☐ PWR LOCKS ☐ AUTOMATIC ☐ CELL PHONE ☐ PWR SEAT ☐ PWR WINDOWS ☐ C.D. PLAYER ☐ ____
☐ A.B.S. BRAKES ☐ SUNROOF ☐ AM-FM RADIO ☐ TAPE ☐ 4 WD ☐ ____ ☐ ____ ☐ ____

INTENDED USE ☐ BUSINESS ☐ PERSONAL

28) **WARRANTIES.** The Vehicle is subject to the following express warranties: Lessee acknowledges that Lessee has selected the Vehicle. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED AS TO THE DESIGN, MODEL YEAR, OPERATION OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL, OR WORKMANSHIP IN THE VEHICLE LEASED HEREUNDER, AND LESSOR MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE VEHICLE FOR ANY PARTICULAR PURPOSE OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, IT BEING AGREED THAT ALL SUCH RISKS AS BETWEEN LESSOR AND LESSEE ARE TO BE BORNE BY LESSEE AND THE BENEFITS OF ANY AND ALL IMPLIED WARRANTIES OF LESSOR ARE HEREBY WAIVED BY LESSEE. LESSOR SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. Lessor agrees that Lessee shall be entitled to the benefit of the manufacturer's warranties on a new Vehicle, or, if the Vehicle is used, any remaining manufacturer's warranties, or the financed manufacturer's warranties as disclosed in paragraph 38, to the extent permitted by applicable law and does hereby assign said warranties to Lessee to the extent required for Lessee to enforce said warranties against the manufacturer. If the Lease is signed in West Virginia, Lessor does not disclaim any implied warranty of merchantability or any implied warranty of fitness for any particular purpose. The Lessee shall not set off any loss, cost or damage against any sums due Lessor under this Lease.

29) Amount Due at Lease Signing or Delivery (Itemized below)*	30) Monthly Payments	31) Other Charges (not part of Lessee's monthly payment)	32) Total of Payments (The amount Lessee will have paid by the end of the Lease)
$ 366.93	Lessee's first monthly payment of (a) $ 262.43 is due on (b) 13 MAY 2000 followed by (c) 62 payments of (d) $ 262.43 due on the (e) 12TH (or insert other) day of Lessee's monthly payments in (f) $ 16533.09	Vehicle Return Fee (if Lessee does not purchase the Vehicle) (a) $ 300.00; (b) N/A; Total (c) $ 300.00	$ 16936.59 =30(f)+31(c)+33(A)(viii)-33(A)(ii)-33(A)(iii)

33) * Itemization of Amount Due at Lease Signing or Delivery

A) Amount Due At Lease Signing or Delivery:

(i) Capitalized Cost Reduction	$ N/A
(ii) First Monthly Payment	262.43
(iii) Refundable Security Deposit	N/A
(iv) Title Fees	22.50
(v) Registration Fees	36.00
(vi) Other Taxes	6.00
(vii) Documentation Fee	40.00
(viii) Total	$ 365.93

B) How the Amount Due at Lease Signing or Delivery will be Paid:

(i) Net Trade-In Allowance	$ N/A
(ii) ____ Yr ____ Make ____ Model	
(iii) Rebates and Noncash Credits	365.93
(iv) Amount to be Paid in Cash	N/A
(v) ____	N/A
(vi) Total	$ 365.93

34) Lessee's Monthly Payment is Determined as Shown Below:

A) **Gross Capitalized Cost.** The agreed upon value of the Vehicle ($ 16910.00) and any items Lessee pays over the Lease term (such as service contracts, insurance, Lessor administration fee, GAP protection, luxury tax, and any outstanding prior credit or lease balance) . . . $ 17534.00

B) **Capitalized Cost Reduction.** The amount of any net trade-in allowance, rebate, noncash credit, or cash Lessee pays that reduces the gross capitalized cost . . . − N/A

C) **Adjusted Capitalized Cost.** The amount used in calculating Lessee's base monthly payment . . . = 17534.00

D) **Residual Value.** The value of the Vehicle at the end of the Lease used in calculating Lessee's base monthly payment . . . − 6628.83

E) **Depreciation and any Amortized Amounts.** The amount charged for the Vehicle's decline in value through normal use and for other items paid over the Lease term . . . = 10905.17

F) **Rent Charge.** The amount charged in addition to the depreciation and any amortized amounts . . . + 4262.71

G) **Total of Base Monthly Payments.** The depreciation and any amortized amounts plus the rent charge . . . = 15167.88

H) **Lease Term.** The number of payments in Lessee's Lease . . . ÷ 63

I) **Base Monthly Payment** . . . = 240.76

J) **Monthly Sales/Use Tax** . . . + 21.67

K) ____ . . . + N/A

L) **Total Monthly Payment** . . . =$ 262.43

Early Termination. Lessee may have to pay a substantial charge if Lessee ends this Lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated. The earlier Lessee ends the Lease, the greater this charge is likely to be.

35) **Excessive Wear and Use.** Lessee may be charged for excessive wear based on Lessor's standards for normal use and for excess mileage at the rate of 0.10 (if blank, fifteen cents) for each mile recorded on the Vehicle's odometer including mileage recorded before this Lease was executed upon return to the Lessor, in excess of 60,000 miles.

36) **Purchase Option at End of Lease Term.** If Lessee has paid in full all monthly payments, is not in default hereunder, has paid all other amounts required under this Lease, and is not in default of any other obligations of Lessee in any capacity to Lessor or its affiliates, Lessee has an option to purchase the Vehicle at the end of the Lease Term referred to above as the scheduled lease maturity date AS IS WHERE IS and without any warranty whatsoever from Lessor for $ 6928.83. All fees, taxes and other amounts due on transfer shall be paid by Lessee.

37) **Other Important Terms.** See Lessee's Lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

38) ITEMIZATION OF GROSS CAPITALIZED COST

Agreed Upon Value of the Vehicle	$ 16910.00	Prior Outstanding Credit or Lease Balance	$ N/A	Lessor Admin. Fee	$ 624.00
Taxes	$ N/A	Credit Life Insurance	$ N/A		$ N/A
Title Fees	$ N/A	Credit Disability Insurance	$ N/A		$ N/A
Registration Fees and/or License Fees	$ N/A	M.B.P./Warranty	$ N/A		$ N/A
Documentation Fee	$ N/A	GAP Contract, Coverage or Waiver	$ N/A	Total Gross Capitalized Cost	$ 17534.00

39) OFFICIAL FEES AND TAXES. The 62 monthly Lessee will pay for official and license fees, registration, title, and taxes over the term of this Lease, whether included with Lessee's monthly payment or assessed otherwise: $ 1021.71. ALL FEES AND TAXES HEREIN ARE ESTIMATES.

40) CREDIT LIFE AND DISABILITY INSURANCE: Credit Life Insurance and Credit Disability Insurance are not required, and will not be provided unless Lessee signs and pays the additional cost itemized below:

TYPE	PREMIUM	SIGNATURE
Credit Life	$	Lessee wants credit life

monthly payments is (f) $ 16533.09 Total (c) $ 300.00 =30(f)+31(c)+33(A)(viii)-33(A)(ii)-33(A)(iii)

33) * Itemization of Amount Due at Lease Signing or Delivery

A) Amount Due At Lease Signing or Delivery:

(i) Capitalized Cost Reduction	$ N/A
(ii) First Monthly Payment	262.43
(iii) Refundable Security Deposit	N/A
(iv) Title Fees	22.50
(v) Registration Fees	36.00
(vi) Other Taxes	5.00
(vii) Documentation Fee	40.00
(viii) Total	$ 365.93

B) How the Amount Due at Lease Signing or Delivery will be Paid:

(i) Net Trade-In Allowance	$ N/A
(ii) ____ Yr ____ Make ____ Model	
(iii) Rebates and Noncash Credits	365.93
(iv) Amount to be Paid in Cash	N/A
(v) ____	N/A
(vi) Total	$ 365.93

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A) Gross Capitalized Cost. The agreed upon value of the Vehicle ($ 16910.00) and any items Lessee pays over the Lease term (such as service contracts, insurance, Lessor administration fee, GAP protection, luxury tax, and any outstanding prior credit or lease balance) . . . $ 17534.00

B) Capitalized Cost Reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash Lessee pays that reduces the gross capitalized cost . . . − N/A

C) Adjusted Capitalized Cost. The amount used in calculating Lessee's base monthly payment . . . = 17534.00

D) Residual Value. The value of the Vehicle at the end of the Lease used in calculating Lessee's base monthly payment . . . − 6628.83

E) Depreciation and any Amortized Amounts. The amount charged for the Vehicle's decline in value through normal use and for other items paid over the Lease term . . . = 10905.17

F) Rent Charge. The amount charged in addition to the depreciation and any amortized amounts . . . + 4262.71

G) Total of Base Monthly Payments. The depreciation and any amortized amounts plus the rent charge . . . = 15167.88

H) Lease Term. The number of payments in Lessee's Lease . . . ÷ 63

I) Base Monthly Payment . . . = 240.76

J) Monthly Sales/Use Tax . . . + 21.67

K) ____ . . . + N/A

L) Total Monthly Payment . . . =$ 262.43

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37) Other Important Terms. See Lessee's Lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

38) ITEMIZATION OF GROSS CAPITALIZED COST

Agreed Upon Value of the Vehicle	$ 16910.00	Prior Outstanding Credit or Lease Balance	$ N/A	Lessor Admin. Fee	$ 624.00
Taxes	$ N/A	Credit Life Insurance	$ N/A		$ N/A
Title Fees	$ N/A	Credit Disability Insurance	$ N/A		$ N/A
Registration Fees and/or License Fees	$ N/A	M.B.P./Warranty	$ N/A		$ N/A
Documentation Fee	$ N/A	GAP Contract, Coverage or Waiver	$ N/A	Total Gross Capitalized Cost	$ 17534.00

39) OFFICIAL FEES AND TAXES. The 62 monthly Lessee will pay for official and license fees, registration, title, and taxes over the term of this Lease, whether included with Lessee's monthly payment or assessed otherwise: $ 1021.71. ALL FEES AND TAXES HEREIN ARE ESTIMATES.

40) CREDIT LIFE AND DISABILITY INSURANCE: Credit Life Insurance and Credit Disability Insurance are not required, and will not be provided unless Lessee signs and pays the additional cost itemized below:

TYPE	PREMIUM	SIGNATURE
Credit Life CONSUMERS LIFE	$ N/A	Lessee wants credit life insurance X ____
Credit Disability CONSUMERS LIFE	$ N/A	Lessee wants credit disability insurance X ____

Lessee acknowledges that all inquiries concerning contract terms and provisions relating to this insurance (if purchased) are to be directed to Dealer identified above which is responsible for the issuance of this insurance. The coverages are shown in a separate notice or agreement issued by Dealer and/or the Insurance Company.

41) **ENTIRE AGREEMENT. This Lease contains the entire agreement of the parties and may not be modified or revoked without the consent in writing of the Lessor and Lessee. Lessee hereby waives the right to trial by jury of any matters arising out of this Lease and any of the issues contemplated herein. Lessee has read this agreement and acknowledges receipt of a completely filled-in copy. If there are multiple Lessees signing this Lease, all will be jointly and severally liable for the obligations under this Lease.**

LESSEE CONSUMER LEASING

Company Name, If any JUN 19 2000

X John E Quick Lessee X Andrea F Quick Lessee

Delivery Receipt

I/WE acknowledge that I/WE have received and examined the Vehicle described in paragraph 27 of this Lease, that the Vehicle is equipped as described and in good operating order and condition and that I/WE accept the Vehicle for all purposes of this Lease.

Lessee X John E Quick Date Lessee X Andrea F Quick Date

GUARANTY (FILL IN ONLY IF THERE IS A GUARANTOR)

The undersigned guarantees payment, performance, and all obligations to Lessor of the above Lessee under the terms of this Lease. Lessor shall not be required to exhaust its recourse or take any action against the Vehicle or Lessee before being entitled to payment or performance by the undersigned of all amounts and acts hereby guaranteed. Notice of default on the part of the Lessee is hereby waived and the undersigned agrees to remain bound notwithstanding any extensions, renewals, modifications or compromises or any indebtedness, liability or obligation of Lessee under the lease. If there are multiple guarantors signing this Lease, all will be jointly and severally liable for the obligations under this Lease.

EXHIBIT

X Guarantor X Guarantor

Address City State Zip Code

THIS LEASE IS SUBJECT TO, AND LESSEE AGREES TO BE BOUND BY, THE ADDITIONAL PROVISIONS SET FORTH ON THE OTHER SIDE HEREOF, THE SAME BEING INCORPORATED HEREIN BY REFERENCE.

LESSOR COPY 06-347-M (Rev. 6/98)

3282598

MOTOR VEHICLE CLOSED-END LEASE AGREEMENT AND DISCLOSURE STATEMENT

THIS LEASE AGREEMENT ("Lease") is between the Lessee(s) ("Lessee") and the Lessor ("Lessor") who is identified on the other side hereof.

LESSOR AND LESSEE HEREBY AGREE AS FOLLOWS:

Lessor agrees to purchase and to Lease to Lessee and Lessee agrees to lease from Lessor and to pay according to the terms and conditions below and on the other side hereof, the Motor Vehicle (the "Vehicle") described on the other side hereof.

1) **INSURANCE.** (A) The following types and amounts of insurance will be required in connection with this Lease:

(1) A policy of public liability and property damage insurance protecting the interests of Lessor, Lessee and Lessee's drivers with limits of not less than **$100,000** for injury to or death of one person, **$300,000** for all persons injured or killed in the same accident and not less than **$50,000** for damage, destruction or loss of use of property of other persons as a result of any one accident.

(2) A policy of collision insurance with a deductible amount not in excess of **$500.** Lessee shall be liable for the deductible amount in the event of a claim thereunder.

(3) A policy of fire, theft and comprehensive insurance with a deductible amount not in excess of **$500.** Lessee shall be liable for the deductible amount in the event of a claim thereunder.

(B) Lessee agrees, at Lessee's expense and prior to delivery of the Vehicle, to procure, and furnish to Lessor's satisfaction written evidence of, and to maintain in force until the Vehicle is returned to Lessor, insurance with companies and in a form acceptable to Lessor in the amounts and types indicated above.

All required insurance shall identify the Lessor as an "Additional Named Insured and Loss Payee." Except as provided in paragraph 11 the proceeds of any insurance received by Lessor on account of any loss or casualty which has been paid by Lessee shall be released to Lessee upon appropriate proof of payment, unless at the time the Lessee is in default thereunder.

2) **LATE PAYMENTS; LESSOR PAYMENT; COLLECTION CHARGES.** If all or any portion of a monthly payment is not received within **5** days of its due date, a late fee of **$35.00** will be assessed (the lesser of **5%** of the payment or **$15.00** for leases originated in Indiana). If Lessor pays any amount required to be paid hereunder by Lessee, Lessee shall immediately reimburse Lessor this amount. If the amount is not so remitted, Lessee shall pay interest thereon at the maximum rate permitted by law. A fee of **$35.00 ($20.00 in Indiana and Tennessee and $15.00 in Missouri and West Virginia)** may, at Lessor's discretion, be imposed whenever an item offered in payment on this Lease is returned to the Lessor unpaid for any reason, including but not limited to non-sufficient funds.

3) **MAINTENANCE, EXPENSES, FEES, TAXES, LICENSES, AND INSPECTION.** Lessee agrees to be responsible for the following maintenance and servicing of the Vehicle:

(a) to maintain the Vehicle according to the manufacturer's maintenance directions, to repair any damage to the Vehicle and to pay all the costs of maintenance and repair;
(b) to pay all expenses incurred in the use and operation of the Vehicle including but not limited to gasoline, oil, tires, storage, parking, towing, tolls and fines;
(c) to accomplish and pay for annual registration and licensing of the Vehicle in the Lessor's name;
(d) **to accomplish and pay for all inspections of the Vehicle required by any governmental body and to pay any other tax or governmental charge applicable to the Vehicle;**
(e) to permit Lessor to inspect the Vehicle at reasonable times and intervals;
(f) to not tamper with or modify the Vehicle in any way without the prior written consent of Lessor;
(g) to pay all expenses incurred and in connection with the immobilization, impoundment, forfeiture or release of the Vehicle; and
(h) to pay a **$30.00** service fee to Lessor to investigate and/or forward each warning or delinquency notice to Lessee with respect to fines, citations, taxes and penalties not paid by Lessee.

4) **STANDARDS FOR WEAR AND USE. RETURN OF VEHICLE AND CONDITION ON RETURN;** The following standards are applicable for determining unreasonable or excess wear and use of the Vehicle whether incurred prior to or during the term of the Lease.

A) DAMAGE CHARGE. The cost necessary to place the Vehicle in good working condition, whether or not such costs are actually incurred by the Lessor, to repair or replace missing or damaged parts or accessories with original equipment manufacturer parts or those of equal quality and to place the Vehicle in saleable condition as determined by Lessor, which cost shall include, but not be limited to, the cost necessary to:

(1) Repair any malfunction, failure, defect, knocking or other noises of the Vehicle's engine, drivetrain, brakes, exhaust system or any other operating parts and accessories.

(2) Replace any tire which is not part of a matching set of four tires of equal quality to the originals, plus a spare of equal quality or of the type originally provided by the manufacturer of the Vehicle, with each tire having at least 1/8 inch of remaining tread at its shallowest point.

(3) Repair the following:

(i) Dents, scratches, pits, rust, cracks, or corrosion to any fender, bumper, grille, hood, trunk, roof, doors, chrome trim or any such body damage.
(ii) Repainting any mismatched paint, repainting of the Vehicle to its original color and restoring any special identification, decals, or lettering appearing anywhere on or in the Vehicle.
(iii) Rips, holes, burns, soiling, spotting or excessive wear in the carpet, seats, doors, headliner, dashboard, or trunk area.
(iv) Glass damage including breaks, cracks, stone bruises, sand damage, discoloration or pits to any window, windshield, mirror, lamps, lights, or headlights.

B) INTEREST DUE AT TERMINATION. All amounts due at termination and under any provisions hereof shall bear interest at the maximum rate allowed by law if not paid within 10 days of notice thereof by Lessor. Such interest shall be computed on the average daily balance method.

C) RETURN OF VEHICLE AND CONDITION ON RETURN. On the scheduled maturity of the Lease, Lessee shall deliver the Vehicle to such place as Lessor shall specify. Lessee shall return the Vehicle in such condition so that it is legally operable and saleable under any applicable law. Lessee agrees to make payment to Lessor, as soon as the charges can reasonably be determined, charges for excessive wear and use, plus charges for excess mileage as stated per this Lease, plus the vehicle return fee; plus any other amounts due and payable hereunder.

5) **EARLY TERMINATION AND DEFAULT.** (A) Lessee may terminate this Lease more than 30 days before the scheduled lease maturity date by paying to the Lessor the amount described in paragraph 6(e).

(B) Lessor may terminate this Lease before the scheduled lease maturity date under the following conditions:

(1) Failure by Lessee to make any monthly payment on its due date. Time is of the essence. However, acceptance by Lessor of any late payment shall not constitute waiver of Lessor's rights under this paragraph;
(2) Death, disability or incompetence of Lessee;
(3) Failure by Lessee to maintain insurance as provided in paragraph 1 herein;
(4) Incomplete or inaccurate information is given by Lessee on any credit application, financial statement or in this Lease;
(5) Seizure, levy, immobilization, impoundment, confiscation or forfeiture under any legal or governmental process against Lessee or against the Vehicle;
(6) Lessee becomes insolvent or is the subject of any bankruptcy or insolvency proceeding or makes an assignment for the benefit of creditors, or Lessee is named in, or the Vehicle is subject to, a suit for the appointment of a receiver;
(7) Lessor, in its reasonable commercial discretion, deems itself insecure;
(8) Failure of Lessee to perform any covenant herein or Lessee is in default of any other agreement to which Lessor is a party; or
(9) Loss, destruction or theft of the Vehicle, whether total or in part, as reasonably determined by Lessor.

Upon such termination Lessor shall be entitled to the charges described in paragraph 6(e).

6) **LESSOR'S RIGHTS AND REMEDIES UPON DEFAULT.** If an event of default occurs, as described in paragraph 5, Lessor shall have all rights and remedies provided by law and without limiting the generality of the foregoing, Lessor may do any of the following:

(a) Terminate the Lease and Lessee's right to use the Vehicle and require Lessee to return the Vehicle to Lessor;
(b) Enter the premises where the Vehicle may be found and take possession of the Vehicle together with its contents. Lessor may take custody of anything found in the Vehicle and dispose of those contents as Lessor deems appropriate;
(c) Upon regaining possession of the Vehicle, Lessor shall, at its sole discretion, either sell or re-lease the Vehicle and, after deducting the costs of repossession and disposition, give Lessee credit for the balance of the proceeds remaining from such sale or lease in mitigation of all amounts owed by Lessee to Lessor;
(d) Apply the security deposit and any other security interest retained by Lessor to repayment of any amounts due from Lessee to Lessor under the terms of this Lease;
(e) Collect from Lessee an amount equal to the sum of the following computation:

1. The amount of **$300.00** plus **4%** of the residual value; plus
2. The amount of the Residual Value of the Vehicle as set forth in paragraph (34); plus
3. The total of all remaining unpaid monthly payments; plus
4. All costs of collection and other charges and expenses, including reasonable attorneys' fees; plus
5. All taxes, fees, fines, citations, and any other amounts due Lessor under the terms of this Lease; minus
6. Any unearned rent charge as computed using the "Constant yield" method; minus
7. Any amount held by Lessor as a security deposit; minus
8. Any amount received by Lessor from insurance proceeds or sale of salvage, or the sale or re-lease of the Vehicle.

The sum of the above mentioned calculation shall be due and payable upon demand and shall bear interest at the maximum rate permitted by law.

7) **OPTION TO PURCHASE VEHICLE PRIOR TO END OF THE LEASE.** Lessee has an option to purchase the Vehicle more than 30 days prior to the scheduled lease maturity date by paying to Lessor the amount described in Paragraph 6 (e).

8) **CHANGE IN RESIDENCE.** In the event Lessee changes residency to a different governmental jurisdiction [illegible] the Lessor at its option and upon giving due notice to Lessee may require that [illegible] the Vehicle [illegible] applicable [illegible] by the Lessee [illegible] a **$40.00** [illegible]

9) **USE OF VEHICLE; DRIVERS.** [illegible] 30 days [illegible] the Vehicle [illegible] any drivers [illegible] and such drivers are conclusively presumed to be agents of Lessee [illegible]

10) **LOSS, DESTRUCTION, CONFISCATION OR THEFT OF VEHICLE.** [illegible] Lessee shall promptly notify Lessor for purposes of computation of all sums due. This event of default is deemed to have occurred on the date notice is received by Lessor. Lessee grants Lessor a Limited Power of Attorney and authorizes Lessor to [illegible] and collect all sums due from any source (insurance or otherwise) and apply same to any outstanding balance owed.

11) **SUBSTANTIAL DAMAGE TO VEHICLE.** If the Vehicle is substantially damaged and Lessee believes that it may not be repairable, Lessee shall promptly notify Lessor. Lessor shall make the final determination as to whether the Vehicle is repairable. If Lessor determines the Vehicle is not repairable, it shall be considered lost for purposes of the preceding provision. Otherwise, Lessee will be obligated to have the Vehicle repaired.

(h) to pay a **$30.00** service fee to Lessor to investigate and/or forward each warning or delinquency notice to Lessee with respect to fines, citations, taxes and penalties not paid by Lessee.

4) **STANDARDS FOR WEAR AND USE. RETURN OF VEHICLE AND CONDITION ON RETURN;** The following standards are applicable for determining unreasonable or excess wear and use of the Vehicle whether incurred prior to or during the term of the Lease.

A) DAMAGE CHARGE. The cost necessary to place the Vehicle in good working condition, whether or not such costs are actually incurred by the Lessor, to repair or replace missing or damaged parts or accessories with original equipment manufacturer parts or those of equal quality and to place the Vehicle in saleable condition as determined by Lessor, which cost shall include, but not be limited to, the cost necessary to:

(1) Repair any malfunction, failure, defect, knocking or other noises of the Vehicle's engine, drivetrain, brakes, exhaust system or any other operating parts and accessories.

(2) Replace any tire which is not part of a matching set of four tires of equal quality to the originals, plus a spare of equal quality or of the type originally provided by the manufacturer of the Vehicle, with each tire having at least 1/8 inch of remaining tread at its shallowest point.

(3) Repair the following:

(i) Dents, scratches, pits, rust, cracks, or corrosion to any fender, bumper, grille, hood, trunk, roof, doors, chrome trim or any such body damage.
(ii) Repainting any mismatched paint, repainting of the Vehicle to its original color and restoring any special identification, decals, or lettering appearing anywhere on or in the Vehicle.
(iii) Rips, holes, burns, soiling, spotting or excessive wear in the carpet, seats, doors, headliner, dashboard or trunk area.
(iv) Glass damage including breaks, cracks, stone bruises, sand damage, discoloration or pits to any window, windshield, mirror, lamps, lights, or headlights.

B) INTEREST DUE AT TERMINATION. All amounts due at termination and under any provisions hereof shall bear interest at the maximum rate allowed by law if not paid within 10 days of notice thereof by Lessor. Such interest shall be computed on the average daily balance method.

C) RETURN OF VEHICLE AND CONDITION ON RETURN. On the scheduled maturity of the Lease, Lessee shall deliver the Vehicle to such place as Lessor shall specify. Lessee shall return the Vehicle in such condition so that it is legally operable and saleable under any applicable law. Lessee agrees to make payment to Lessor as soon as the charges can reasonably be determined, charges for excessive wear and use, plus charges for excess mileage as stated per this Lease, plus the vehicle return fee; plus any other amounts due and payable hereunder.

5) **EARLY TERMINATION AND DEFAULT.** (A) Lessee may terminate this Lease more than 30 days before the scheduled lease maturity date by paying to the Lessor the amount described in paragraph 6(e).

(B) Lessor may terminate this Lease before the scheduled lease maturity date under the following conditions:

(1) Failure by Lessee to make any monthly payment on its due date. Time is of the essence. However, acceptance by Lessor of any late payment shall not constitute waiver of Lessor's rights under this paragraph;
(2) Death, disability or incompetence of Lessee;
(3) Failure by Lessee to maintain insurance as provided in paragraph 1 herein;
(4) Incomplete or inaccurate information is given by Lessee on any credit application, financial statement or in this Lease;
(5) Seizure, levy, immobilization, impoundment, confiscation or forfeiture under any legal or governmental process against Lessee or against the Vehicle;
(6) Lessee becomes insolvent or is the subject of any bankruptcy or insolvency proceeding or makes an assignment for the benefit of creditors, or Lessee is named in, or the Vehicle is subject to, a suit for the appointment of a receiver;
(7) Lessor, in its reasonable commercial discretion, deems itself insecure;
(8) Failure of Lessee to perform any covenant herein or Lessee is in default of any other agreement to which Lessor is a party; or
(9) Loss, destruction or theft of the Vehicle, whether total or in part, as reasonably determined by Lessor.

Upon such termination Lessor shall be entitled to the charges described in paragraph 6(e).

6) **LESSOR'S RIGHTS AND REMEDIES UPON DEFAULT.** If an event of default occurs, as described in paragraph 5, Lessor shall have all rights and remedies provided by law and without limiting the generality of the foregoing, Lessor may do any of the following:

(a) Terminate the Lease and Lessee's right to use the Vehicle and require Lessee to return the Vehicle to Lessor;
(b) Enter the premises where the Vehicle may be found and take possession of the Vehicle together with its contents. Lessor may take custody of anything found in the Vehicle and dispose of those contents as Lessor deems appropriate;
(c) Upon regaining possession of the Vehicle, Lessor shall, at its sole discretion, either sell or re-lease the Vehicle and, after deducting the costs of repossession and disposition, give Lessee credit for the balance of the proceeds remaining from such sale or lease in mitigation of all amounts owed by Lessee to Lessor;
(d) Apply the security deposit and any other security interest retained by Lessor to repayment of any amounts due from Lessee to Lessor under the terms of this Lease;
(e) Collect from Lessee an amount equal to the sum of the following computation:

1. The amount of **$300.00** plus **4%** of the residual value; plus
2. The amount of the Residual Value of the Vehicle as set forth in paragraph (34); plus
3. The total of all remaining unpaid monthly payments; plus
4. All costs of collection and other charges and expenses, including reasonable attorneys' fees; plus
5. All taxes, fees, fines, citations, and any other amounts due Lessor under the terms of this Lease; minus
6. Any unearned rent charge as computed using the "Constant yield" method; minus
7. Any amount held by Lessor as a security deposit; minus
8. Any amount received by Lessor from insurance proceeds or sale of salvage, or the sale or re-lease of the Vehicle.

The sum of the above mentioned calculation shall be due and payable upon demand and shall bear interest at the maximum rate permitted by law.

7) **OPTION TO PURCHASE VEHICLE PRIOR TO END OF THE LEASE.** Lessee has an option to purchase the Vehicle more than 30 days prior to the scheduled lease maturity date by paying to Lessor the amount described in Paragraph 6 (e).

8) **CHANGE IN RESIDENCE.** In the event Lessee changes residency to a different governmental jurisdiction [illegible] a **$40.00** [illegible]

9) **USE OF VEHICLE; DRIVERS.** [illegible] and such drivers are conclusively presumed to be agents of Lessee [illegible]

10) **LOSS, DESTRUCTION, CONFISCATION OR THEFT OF VEHICLE.** [illegible] Lessee grants Lessor a Limited Power of Attorney and authorizes Lessor to [illegible] and collect all sums due from any source (insurance or otherwise) and apply same to any outstanding balance owed.

11) **SUBSTANTIAL DAMAGE TO VEHICLE.** If the Vehicle is substantially damaged and Lessee believes that it may not be repairable, Lessee shall promptly notify Lessor. Lessor shall make the final determination as to whether the Vehicle is repairable. If Lessor determines the Vehicle is not repairable, it shall be considered lost for purposes of the preceding provision. Otherwise, Lessee will be obligated to have the Vehicle repaired.

12) **NOTICE OF ACCIDENTS AND COOPERATION.** Lessee agrees that Lessee and Lessee's agents shall cooperate fully with Lessor and any insurance carriers in the investigation and defense of all claims arising from the operation of the Vehicle, and shall make a report to Lessor of any accident with the fullest information available on the accident and damage, and promptly shall deliver to Lessor any papers or notices delivered to Lessee or Lessee's agents in connection with any claim made against Lessee or Lessor.

13) **REIMBURSEMENT AGREEMENT.** Lessee agrees to reimburse Lessor and its agents from and against any and all [illegible] claims, demands, consequential damages, expenses [illegible] expenses, fines and penalties arising out of the condition, maintenance, use or operation of the Vehicle or Lessee's inability to legally operate the vehicle.

14) **OWNERSHIP.** This is a Lease only and Lessor remains the owner of the Vehicle. **Lessee will not transfer, sublease, rent or do anything to interfere with Lessor's ownership of the Vehicle. Lessee and Lessor agree that this Lease will be treated as a true Lease for Federal Income Tax purposes and elect to have Lessor receive the benefits of ownership.**

15) **ASSIGNMENT.** Lessee agrees that this Lease [illegible] monthly payments [illegible] be assigned [illegible] Lessor. **Lessee has no right to assign this Lease.**

16) **EXPENSES INCURRED BY LESSOR.** [illegible] the acquisition of a required insurance, registration of the Vehicle [illegible] any tax [illegible] by Lessee. Any such expense incurred shall be repayable by Lessee on demand together with interest thereon at the maximum [illegible] this paragraph [illegible] waiver of any of the rights of Lessor arising [illegible] of any of the provisions of this Lease by Lessee.

17) **SECURITY INTEREST.** Lessee hereby [illegible] Lessor a security interest [illegible] transaction [illegible] subsequently entered into by Lessee with Lessor other than a residential mortgage transaction as defined in the Consumer Protection Act, 15 U.S.C.A. Section 1601 et seq. as amended. Lessee [illegible] grants to Lessor a security interest in [illegible] proceeds [illegible] rebates and refunds from [illegible] refunds and [illegible] GAP, contracts or service [illegible] under this Lease [illegible] owned by Lessee [illegible] shall serve as security [illegible] obligations [illegible]

18) **NO WAIVER.** The failure of either party [illegible] upon the performance [illegible] breach of any of the terms of this Lease [illegible] any such terms [illegible]

19) **NOTICE.** Any notice given under this Lease [illegible] may be [illegible] address [illegible] last known address.

20) **AUTHORITY TO SIGN.** If the Lessee is a corporation or other entity, the [illegible] this Lease on behalf of such corporation [illegible] and the Lessee [illegible] authority from the corporation or entity to sign this Lease. The undersigned [illegible] personally bound, both jointly and severally [illegible] hereof. If there are multiple Lessees [illegible] shall be jointly and severally [illegible]

21) **APPLICABLE LAW AND SEVERABILITY.** This Lease shall be [illegible] by the law of the State [illegible] hereby consents to service of process and personal jurisdiction in the county in which this Lease was executed and any federal court with concurrent jurisdiction, [illegible] to any action or proceeding brought to enforce any liability or obligation under this Lease. If any part of this Lease is adjudicated [illegible] in full force and effect. [illegible]

22) **AUTHORITY OF ARRANGING ENTITY.** [illegible] arranging this Lease [illegible] any [illegible] warranty or representation to Lessee.

23) **SECURITY DEPOSIT.** [illegible] may hold the security deposit for the term of this Lease. The security deposit [illegible] will not be paid to the Lessee [illegible]

24) **CONTINUING OBLIGATIONS.** [illegible]

25) **REFUNDS.** [illegible] be made [illegible]

26) **ODOMETER STATEMENTS.** [illegible] Lessee [illegible] to determine the Vehicle's actual mileage. Lessee will provide [illegible] Lessor may request more than one certification during the term of this Lease. Applicable law requires Lessee to complete an odometer [illegible] is not properly completed, or if it contains false information, no refund of security deposit (if any) will be made and the Lessee may be subject [illegible]

THIS LEASE IS SUBJECT TO, AND LESSEE AGREES TO BE BOUND BY THE ADDITIONAL PROVISIONS SET FORTH ON THE OTHER SIDE HEREOF, THE SAME BEING INCORPORATED HEREIN BY REFERENCE.

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsifications to authorities, that he/she is Stacy Dooley (Name) Assistant Cashier (Title) of Fifth Third Bank (Company), plaintiff herein, that he/she is duly authorized to make this Verification, and that the facts set forth in the foregoing Complaint in Complaint are true and correct to the best of his/her knowledge, information and belief.

Stacy Dooley AC
(Signature) S. DOOLEY, ASST. CASHIER

WWR#_____

5/3 Account No. 5233704300001 8 .

In The Court of Common Pleas of Clearfield County, Pennsylvania

FIFTH THIRD BANK

VS.

QUICK, JOHN E. & ANDREA F.

COMPLAINT

Sheriff Docket # 15694

04-778-CD

SHERIFF RETURNS

NOW JULY 7, 2004 RETURN THE WITHIN COMPLAINT "NOT SERVED, TIME EXPIRED" AS TO JOHN E. QUICK and ANDREA F. QUICK, DEFENDANTS. ONLY HOME IN THE EVENINGS.

Return Costs

Cost	Description
46.00	SHERIFF HAWKINS PAID BY: ATTY CK# 8132093
20.00	SURCHARGE PAID BY: ATTY CK# 8132094

Sworn to Before Me This

7 Day Of July 2004

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

So Answers,

Chester A. Hawkins
by Marilyn Hawkins

Chester A. Hawkins
Sheriff

FILED

JUL 07 2004
0/3:00/ wms
William A. Shaw
Prothonotary

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

FIFTH THIRD BANK

Plaintiff

vs.

JOHN E. QUICK AND
ANDREA F. QUICK

Defendants

No. 04-778-CD

COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#03282598

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

JUN 01 2004

Attest.

Prothonotary/
Clerk of Courts

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

FIFTH THIRD BANK

Plaintiff No.

vs.

JOHN E. QUICK AND
ANDREA F. QUICK

Defendants

COMPLAINT IN CIVIL ACTION AND NOTICE TO DEFEND

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

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

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

LAWYER REFERRAL SERVICE
PA Bar Association
P.O. Box 186
Harrisburg, PA 17108
1-800-692-7375

COMPLAINT

1. Plaintiff is a corporation with offices at 38 Fountain Square Plaza, Cincinnatti, OH 45263-0781.

2. Defendant, John E. Quick, is an adult individual residing at 109 Long Street, Houtzdale, PA 16651.

3. Defendant, Andrea F. Quick, is an adult individual residing at P.O. Box 736, Houtzdale, PA 16651.

4. On or about June 19, 2000, the parties entered into a written Closed-End Lease Agreement (hereinafter referred to as the "Agreement") for the lease of a 2000 Nissan, more particularly identified in the Agreement, a true and correct copy of which is attached hereto, marked as Exhibit "1" and made a part hereof.

5. By the terms of the Agreement, Defendants were to make 63 (Sixty-Three) payments of $262.43 , commencing June 19, 2000, and to pay certain license fees due at the inception of the lease and during the lease term.

6. The terms of said Agreement provide for termination upon satisfaction by Defendants of all obligations provided thereunder and upon the return of the vehicle by Defendants to Plaintiff at the end of the lease term, which term would end 63 (Sixty-Three) months after it commenced.

7. Plaintiff avers that Defendants defaulted under the terms of the Lease Agreement by failing to make payment to Plaintiff as promised.

8. Due to the Defendants' default under the Agreement, Plaintiff exercised its right to terminate the Lease.

9. After calculating the early termination charges due Plaintiff pursuant to the terms of the Lease, Plaintiff avers that a balance of $ 6,340.52 as of April 12, 2004 is due from Defendants.

10. Plaintiff avers that the Agreement between the parties provides that Defendant will pay Plaintiff's attorneys' fees.

11. Plaintiff avers that such attorneys' fees will amount to $1,000.00.

12. Although repeatedly requested to do so by Plaintiff, Defendants have willfully failed and/or refused to pay the principal balance, interest, attorneys' fees or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment in its favor and against Defendants, John E. Quick and Andrea F. Quick, jointly and severally, in the amount of $ 6,340.52 with continuing interest thereon at the legal rate 6.00% per annum from April 12, 2004 plus attorneys' fees of $1,000.00 and costs.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.

WELTMAN, WEINBERG & REIS, CO., L.P.A.

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#03282598

THIS LEASE, effective this 13TH day of MAY, 19 2000 through the 13TH day of MAY, ____ (scheduled Lease maturity date),

is between FIFTH THIRD LEASING COMPANY (hereinafter called "Lessor") and ~~JOHN E QUICK ANDREA F QUICK~~ of

RR1 BOX 736 HOUTZDALE PA 16651
Street Address City County State Zip Code

a(n) ☐ Individual(s) ☐ Corporation ☐ Partnership ☐ LLC ☐ LLP; together with any additional Lessee or guarantor (hereinafter jointly and severally called Lessee).

COURTESY MOTOR SALES INC is the arranger of this Lease.
DEALER NAME

27) **DESCRIPTION OF VEHICLE.**

☑ New ☐ Used Current Mileage 30 Lessee(s) Initials

	YEAR	MAKE	MODEL	BODY STYLE	VEHICLE IDENTIFICATION NUMBER
☐ CAR ☐ TRUCK	00	NISS	SENT	SDN	3N1BB51D2YL102919

DESCRIPTION OF EXTRA EQUIPMENT

☐ MANUAL TRANS ☐ PWR LOCKS ☐ AUTOMATIC ☐ CELL PHONE ☐ PWR SEAT ☐ PWR WINDOWS ☐ C.D. PLAYER ☐ ____
☐ A.B.S. BRAKES ☐ SUNROOF ☐ AM-FM RADIO ☐ TAPE ☐ 4 WD ☐ ____ ☐ ____ ☐ ____

INTENDED USE ☐ BUSINESS ☐ PERSONAL

28) **WARRANTIES.** The Vehicle is subject to the following express warranties: Lessee acknowledges that Lessee has selected the Vehicle. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED AS TO THE DESIGN, MODEL YEAR, OPERATION OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL, OR WORKMANSHIP IN THE VEHICLE LEASED HEREUNDER, AND LESSOR MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE VEHICLE FOR ANY PARTICULAR PURPOSE OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, IT BEING AGREED THAT ALL SUCH RISKS AS BETWEEN LESSOR AND LESSEE ARE TO BE BORNE BY LESSEE AND THE BENEFITS OF ANY AND ALL IMPLIED WARRANTIES OF LESSOR ARE HEREBY WAIVED BY LESSEE. LESSOR SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. Lessor agrees that Lessee shall be entitled to the benefit of the manufacturer's warranties on a new Vehicle, or, if the Vehicle is used, any remaining manufacturer's warranties, or the financed manufacturer's warranties as disclosed in paragraph 38, to the extent permitted by applicable law and does hereby assign said warranties to Lessee to the extent required for Lessee to enforce said warranties against the manufacturer. If this Lease is signed in West Virginia Lessor does not disclaim any implied warranty of merchantability or any implied warranty of fitness for any particular purpose. The Lessee shall not set off any loss, cost or damage against any sums due Lessor under this Lease.

29) Amount Due at Lease Signing or Delivery (Itemized below)*	30) Monthly Payments	31) Other Charges (not part of Lessee's monthly payment)	32) Total of Payments (The amount Lessee will have paid by the end of the Lease)
$ 365.93	Lessee's first monthly payment of (a) $ 262.43 is due on (b) 13 MAY 2000 followed by (c) 62 payments of (d) $ 262.43 due on the (e) 12TH of each month. The total of Lessee's monthly payments is (f) $ 16533.09	Vehicle Return Fee (if Lessee does not purchase the Vehicle) (a) $ 300.00; (b) N/A; Total (c) $ 300.00	$ 16936.59 =30(f)+31(c)+33(A)(vii)-33(A)(ii)-33(A)(iii)

33) Itemization of Amount Due at Lease Signing or Delivery

A) Amount Due At Lease Signing or Delivery:

(i) Capitalized Cost Reduction	$ N/A
(ii) First Monthly Payment	262.43
(iii) Refundable Security Deposit	N/A
(iv) Title Fees	22.50
(v) Registration Fees	36.00
(vi) Other Taxes	5.00
(vii) Documentation Fee	40.00
(viii) Total	$ 365.93

B) How the Amount Due at Lease Signing or Delivery will be Paid:

(i) Net Trade-In Allowance	$ N/A
(ii) ____ Yr ____ Make ____ Model	
(iii) Rebates and Noncash Credits	365.93
(iv) Amount to be Paid in Cash	N/A
(v)	N/A
(vi) Total	$ 365.93

34) Lessee's Monthly Payment is Determined as Shown Below:

A) **Gross Capitalized Cost.** The agreed upon value of the Vehicle ($ 16910.00) and any items Lessee pays over the Lease term (such as service contracts, insurance, Lessor administration fee, GAP protection, luxury tax, and any outstanding prior credit or lease balance)		$ 17534.00
B) **Capitalized Cost Reduction.** The amount of any net trade-in allowance, rebate, noncash credit, or cash Lessee pays that reduces the gross capitalized cost	−	N/A
C) **Adjusted Capitalized Cost.** The amount used in calculating Lessee's base monthly payment	=	17534.00
D) **Residual Value.** The value of the Vehicle at the end of the Lease used in calculating Lessee's base monthly payment	−	6628.83
E) **Depreciation and any Amortized Amounts.** The amount charged for the Vehicle's decline in value through normal use and for other items paid over the Lease term	=	10905.17
F) **Rent Charge.** The amount charged in addition to the depreciation and any amortized amounts	+	4262.71
G) **Total of Base Monthly Payments.** The depreciation and any amortized amounts plus the rent charge	=	15167.88
H) **Lease Term.** The number of payments in Lessee's Lease	÷	63
I) **Base Monthly Payment**	=	240.76
J) **Monthly Sales/Use Tax**	+	21.67
K) ____	+	N/A
L) **Total Monthly Payment**	=$	262.43

Early Termination. Lessee may have to pay a substantial charge if Lessee ends this Lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated. The earlier Lessee ends the Lease, the greater this charge is likely to be.

35) **Excessive Wear and Use.** Lessee may be charged for excessive wear based on Lessor's standards for normal use and for excess mileage at the rate of 0.10 (If blank, fifteen cents) for each mile recorded on the Vehicle's odometer-including mileage recorded before this Lease was executed-upon return to the Lessor, in excess of 60,000 miles.

36) **Purchase Option at End of Lease Term.** If Lessee has paid in full all monthly payments, is not in default hereunder, has paid all other amounts required under this Lease, and is not in default of any other obligations of Lessee in any capacity to Lessor or its affiliates, Lessee has an option to purchase the Vehicle at the end of the Lease Term referred to above as the scheduled lease maturity date AS IS WHERE IS and without any warranty whatsoever from Lessor for $ 6928.83. All fees, taxes and other amounts due on transfer shall be paid by Lessee.

37) **Other Important Terms.** See Lessee's Lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

38) ITEMIZATION OF GROSS CAPITALIZED COST

Agreed Upon Value of the Vehicle	$ 16910.00	Prior Outstanding Credit or Lease Balance	$ N/A	Lessor Admin. Fee	$ 624.00
Taxes	$ N/A	Credit Life Insurance	$ N/A		$ N/A
Title Fees	$ N/A	Credit Disability Insurance	$ N/A		$ N/A
Registration Fees and/or License Fees	$ N/A	M.B.P./Warranty	$ N/A		$ N/A
Documentation Fee	$ ____	GAP Contract, Coverage or Waiver	$ N/A	Total Gross Capitalized Cost	$ 17534.00

39) OFFICIAL FEES AND TAXES. The total amount Lessee will pay for official and license fees, registration, title, and taxes over the term of this Lease, whether included with Lessee's monthly payment or assessed otherwise: $ 1021.71. ALL FEES AND TAXES HEREIN ARE ESTIMATES.

40) CREDIT LIFE AND DISABILITY INSURANCE: Credit Life Insurance and Credit Disability Insurance are not required, and will not be provided unless Lessee signs and pays the additional cost itemized below:

TYPE	PREMIUM	SIGNATURE
Credit Life CONSUMERS LIFE	$ N/A	Lessee wants credit life Insurance X ____
Credit Disability CONSUMERS LIFE	$ N/A	Lessee wants credit disability Insurance X ____

Lessee acknowledges that all inquiries concerning contract terms and provisions relating to this insurance (if purchased) are to be directed to Dealer identified above which is responsible for the issuance of this insurance. The coverages are shown in a separate notice or agreement issued by Dealer and/or the Insurance Company.

41) **ENTIRE AGREEMENT. This Lease contains the entire agreement of the parties and may not be modified or revoked without the consent in writing of the Lessor and Lessee. Lessee hereby waives the right to trial by jury of any matters arising out of this Lease and any of the issues contemplated herein. Lessee has read this agreement and acknowledges receipt of a completely filled-in copy. If there are multiple Lessees signing this Lease, all will be jointly and severally liable for the obligations under this Lease.**

LESSEE CONSUMER LEASING

Company Name, if any JUN 1 9 2000

X John E Quick Lessee — X Andrea F Quick Lessee

Delivery Receipt

I/WE acknowledge that I/WE have received and examined the Vehicle described in paragraph 27 of this Lease, that the Vehicle is equipped as described and in good operating order and condition and that I/WE accept the Vehicle for all purposes of this Lease.

Lessee X John E Quick Date — Lessee X Andrea F Quick Date

GUARANTY (FILL IN ONLY IF THERE IS A GUARANTOR)

The undersigned guarantees payment, performance, and all obligations to Lessor of the above Lessee under the terms of this Lease. Lessor shall not be required to exhaust its recourse or take any action against the Vehicle or Lessee before being entitled to payment or performance by the undersigned of all amounts and acts hereby guaranteed. Notice of default on the part of the Lessee is hereby waived and the undersigned agrees to remain bound notwithstanding any extensions, renewals, modifications or compromises or any indebtedness, liability or obligation of Lessee under the lease. If there are multiple guarantors signing this Lease, all will be jointly and severally liable for the obligations under this Lease.

EXHIBIT

X Guarantor — X Guarantor

Address City State Zip Code

THIS LEASE IS SUBJECT TO, AND LESSEE AGREES TO BE BOUND BY, THE ADDITIONAL PROVISIONS SET FORTH ON THE OTHER SIDE HEREOF, THE SAME BEING INCORPORATED HEREIN BY REFERENCE.

LESSOR COPY 08-347-M (Rev. 6/98)

3282598

MOTOR VEHICLE CLOSED-END LEASE AGREEMENT AND DISCLOSURE STATEMENT

THIS LEASE AGREEMENT ("Lease") is between the Lessee(s) ("Lessee") and the Lessor ("Lessor") who is identified on the other side hereof.

LESSOR AND LESSEE HEREBY AGREE AS FOLLOWS:

Lessor agrees to purchase and to Lease to Lessee, and Lessee agrees to lease from Lessor and to pay according to the terms and conditions below and on the other side hereof, the Motor Vehicle (the "Vehicle") described on the other side hereof.

1) **INSURANCE.** (A) The following types and amounts of insurance will be required in connection with this Lease:

(1) A policy of public liability and property damage insurance protecting the interests of Lessor, Lessee and Lessee's drivers with limits of not less than **$100,000** for injury to or death of one person; **$300,000** for all persons injured or killed in the same accident and not less than **$50,000** for damage, destruction or loss of use of property of other persons as a result of any one accident.

(2) A policy of collision insurance with a deductible amount not in excess of **$500.** Lessee shall be liable for the deductible amount in the event of a claim thereunder.

(3) A policy of fire, theft and comprehensive insurance with a deductible amount not in excess of **$500.** Lessee shall be liable for the deductible amount in the event of a claim thereunder.

(B) Lessee agrees, at Lessee's expense and prior to delivery of the Vehicle, to procure, and furnish to Lessor's satisfaction written evidence of, and to maintain in force until the Vehicle is returned to Lessor, insurance with companies and in a form acceptable to Lessor in the amounts and types indicated above.

All required insurance shall identify the Lessor as an 'Additional Named Insured and Loss Payee.' Except as provided in paragraph 11 the proceeds of any insurance received by Lessor on account of any loss or casualty which has been paid by Lessee shall be released to Lessee upon appropriate proof of payment, unless at the time the Lessee is in default thereunder.

2) **LATE PAYMENTS; LESSOR PAYMENT; COLLECTION CHARGES.** If all or any portion of a monthly payment is not received within 5 days of its due date, a late fee of **$35.00** will be assessed (the lesser of **5%** of the payment or **$15.00** for leases originated in Indiana). If Lessor pays any amount required to be paid hereunder by Lessee, Lessee shall immediately reimburse Lessor this amount. If the amount is not so remitted, Lessee shall pay interest thereon at the maximum rate permitted by law. A fee of **$35.00 ($20.00 in Indiana and Tennessee and $15.00 in Missouri and West Virginia)** may, at Lessor's discretion, be imposed whenever an item offered in payment on this Lease is returned to the Lessor unpaid for any reason, including but not limited to non-sufficient funds.

3) **MAINTENANCE, EXPENSES, FEES, TAXES, LICENSES, AND INSPECTION.** Lessee agrees to be responsible for the following maintenance and servicing of the Vehicle:
- (a) to maintain the Vehicle according to the manufacturer's maintenance directions, to repair any damage to the Vehicle and to pay all the costs of maintenance and repair;
- (b) to pay all expenses incurred in the use and operation of the Vehicle including but not limited to gasoline, oil, tires, storage, parking, towing, tolls and fines;
- (c) to accomplish and pay for annual registration and licensing of the Vehicle in the Lessor's name;
- **(d) to accomplish and pay for all inspections of the Vehicle required by any governmental body and to pay any other tax or governmental charge applicable to the Vehicle;**
- (e) to permit Lessor to inspect the Vehicle at reasonable times and intervals;
- (f) to not tamper with or modify the Vehicle in any way without the prior written consent of Lessor;
- (g) to pay all expenses incurred and in connection with the immobilization, impoundment, forfeiture or release of the Vehicle; and
- (h) to pay a **$30.00** service fee to Lessor to investigate and/or forward each warning or delinquency notice to Lessee with respect to fines, citations, taxes and penalties not paid by Lessee.

4) **STANDARDS FOR WEAR AND USE. RETURN OF VEHICLE AND CONDITION ON RETURN;** The following standards are applicable for determining unreasonable or excess wear and use of the Vehicle whether incurred prior to or during the term of the Lease.

A) DAMAGE CHARGE. The cost necessary to place the Vehicle in good working condition, whether or not such costs are actually incurred by the Lessor, to repair or replace missing or damaged parts or accessories with original equipment manufacturer parts or those of equal quality and to place the Vehicle in saleable condition as determined by Lessor, which cost shall include, but not be limited to, the cost necessary to:

(1) Repair any malfunction, failure, defect, knocking or other noises of the Vehicle's engine, drivetrain, brakes, exhaust system or any other operating parts and accessories.

(2) Replace any tire which is not part of a matching set of four tires of equal quality to the originals, plus a spare of equal quality or of the type originally provided by the manufacturer of the Vehicle, with each tire having at least 1/8 inch of remaining tread at its shallowest point.

(3) Repair the following:
- (i) Dents, scratches, pits, rust, cracks, or corrosion to any fender, bumper, grille, hood, trunk, roof, doors, chrome trim or any such body damage.
- (ii) Repainting any mismatched paint, repainting of the Vehicle to its original color and restoring any special identification, decals, or lettering appearing anywhere on or in the Vehicle.
- (iii) Rips, holes, burns, soiling, spotting or excessive wear in the carpet, seats, doors, headliner, dashboard, or trunk area.
- (iv) Glass damage including breaks, cracks, stone bruises, sand damage, discoloration or pits to any window, windshield, mirror, lamps, lights, or headlights.

B) INTEREST DUE AT TERMINATION. All amounts due at termination and under any provisions hereof shall bear interest at the maximum rate allowed by law if not paid within 10 days of notice thereof by Lessor. Such interest shall be computed on the average daily balance method.

C) RETURN OF VEHICLE AND CONDITION ON RETURN. On the scheduled maturity of the Lease, Lessee shall deliver the Vehicle to such place as Lessor shall specify. Lessee shall return the Vehicle in such condition so that it is legally operable and saleable under any applicable law. Lessee agrees to make payment to Lessor, as soon as the charges can reasonably be determined, charges for excessive wear and use; plus charges for excess mileage as stated per this Lease; plus the vehicle return fee; plus any other amounts due and payable hereunder.

5) **EARLY TERMINATION AND DEFAULT.** (A) Lessee may terminate this Lease more than 30 days before the scheduled lease maturity date by paying to the Lessor the amount described in paragraph 6(e).

(B) Lessor may terminate this Lease before the scheduled lease maturity date under the following conditions:
- (1) Failure by Lessee to make any monthly payment on its due date. Time is of the essence. However, acceptance by Lessor of any late payment shall not constitute waiver of Lessor's rights under this paragraph;
- (2) Death, disability or incompetence of Lessee;
- (3) Failure by Lessee to maintain insurance as provided in paragraph 1 herein;
- (4) Incomplete or inaccurate information is given by Lessee on any credit application, financial statement or in this Lease;
- (5) Seizure, levy, immobilization, impoundment, confiscation or forfeiture under any legal or governmental process against Lessee or against the Vehicle;
- (6) Lessee becomes insolvent or is the subject of any bankruptcy or insolvency proceeding or makes an assignment for the benefit of creditors, or Lessee is named in, or the Vehicle is subject to, a suit for the appointment of a receiver;
- (7) Lessor, in its reasonable commercial discretion, deems itself insecure;
- (8) Failure of Lessee to perform any covenant herein or Lessee is in default of any other agreement to which Lessor is a party; or
- (9) Loss, destruction or theft of the Vehicle, whether total or in part, as reasonably determined by Lessor.

Upon such termination Lessor shall be entitled to the charges described in paragraph 6.e

6) **LESSOR'S RIGHTS AND REMEDIES UPON DEFAULT.** If an event of default occurs, as described in paragraph 5, Lessor shall have all rights and remedies provided by law and without limiting the generality of the foregoing, Lessor may do any of the following:
- (a) Terminate the Lease and Lessee's right to use the Vehicle and require Lessee to return the Vehicle to Lessor;
- (b) Enter any premises where the Vehicle may be found and take possession of the Vehicle together with its contents. Lessor may take custody of anything found in the Vehicle and dispose of those contents as Lessor deems appropriate;
- (c) Upon regaining possession of the Vehicle, Lessor shall, at its sole discretion, either sell or re-lease the Vehicle and after deducting the costs of repossession and disposition, give Lessee credit for the balance of the proceeds remaining from such sale or lease in mitigation of any amounts owed by Lessee to Lessor;
- (d) Apply the security deposit and any other security interest retained by Lessor to repayment of any amounts due from Lessee to Lessor under the terms of this Lease;
- (e) Collect from Lessee an amount equal to the sum of the following computation:
  1. The amount of **$300.00** plus **4%** of the residual value; plus
  2. The amount of the Residual Value of the Vehicle as set forth in paragraph (34); plus
  3. The total of all remaining unpaid monthly payments; plus
  4. *All costs of collection and other charges and expenses, including reasonable attorneys' fees; plus*
  5. *All taxes, fees, fines, citations*, and any other amounts due Lessor under the terms of this Lease; minus
  6. Any unearned rent charge as computed using the "Constant yield" method; minus
  7. Any amount held by Lessor as a security deposit; minus
  8. Any amount received by Lessor from insurance proceeds or sale of salvage, or the sale or re-lease of the Vehicle.

The sum of the aforementioned calculation shall be due and payable upon demand and shall bear interest at the maximum rate permitted by law.

7) **OPTION TO PURCHASE VEHICLE PRIOR TO END OF THE LEASE.** Lessee has an option to purchase the Vehicle more than 30 days prior to the scheduled lease maturity date by paying to Lessor the amount described in Paragraph 6 (e).

8) **CHANGE IN RESIDENCE.** In the event Lessee changes residency to a different governmental jurisdiction, the Lessor, at its option and upon giving due notice to Lessee, may require that funds be deposited to an escrow account in an amount to be determined by the Lessor which are sufficient to pay any tax or fee liability applicable to the Vehicle which may be imposed by any governmental authority of the Lessee's new residence. The Lessor may, at its option, waive this requirement upon receipt of satisfactory proof that all applicable tax and/or fee liability has been duly paid by the Lessee. In any event, the Lessor will charge a $40.00 processing fee for each title transfer.

9) **USE OF VEHICLE; DRIVERS.** Lessee agrees that Lessee will not use or permit the use of the Vehicle: (a) outside the state of Lessee's present residence for a continuous period exceeding 30 days without the Lessor's prior written consent; (b) for any purpose of carrying goods or passengers for hire [illegible]; [illegible] in violation of any law or (e) outside the United States for any period. Lessee represents that Lessee has a valid driver's license and agrees that Lessee shall permit the Vehicle to be operated only by drivers known by Lessee to be validly licensed and insured. Lessee acknowledges that Lessee is responsible for selecting and controlling any drivers of the Vehicle and such drivers are conclusively presumed to be agents of Lessee only. Lessee shall require all drivers to operate the Vehicle with reasonable care and diligence.

10) **LOSS, DESTRUCTION, CONFISCATION OR THEFT OF VEHICLE.** (a) If the Vehicle is lost, confiscated by any governmental authority, stolen or destroyed, Lessee shall promptly notify Lessor for purposes of computation of all sums due. This event of default is deemed to have occurred on the date notice is received by Lessor. (b) Lessee grants Lessor a Limited Power of Attorney and authorizes Lessor to negotiate, settle and collect all sums due from any source (insurance or otherwise) and apply same to any outstanding balance owed.

11) **SUBSTANTIAL DAMAGE TO VEHICLE.** If the Vehicle is substantially damaged so that Lessee believes that it may not be repairable, Lessee shall promptly notify Lessor. Lessor shall make the final

Vehicle whether incurred prior to or during the term of the Lease.

A) DAMAGE CHARGE. The cost necessary to place the Vehicle in good working condition, whether or not such costs are actually incurred by the Lessor, to repair or replace missing or damaged parts or accessories with original equipment manufacturer parts or those of equal quality and to place the Vehicle in saleable condition as determined by Lessor, which cost shall include, but not be limited to, the cost necessary to:

(1) Repair any malfunction, failure, defect, knocking or other noises of the Vehicle's engine, drivetrain, brakes, exhaust system or any other operating parts and accessories.

(2) Replace any tire which is not part of a matching set of four tires of equal quality to the originals, plus a spare of equal quality or of the type originally provided by the manufacturer of the Vehicle, with each tire having at least 1/8 inch of remaining tread at its shallowest point.

(3) Repair the following:
- (i) Dents, scratches, pits, rust, cracks, or corrosion to any fender, bumper, grille, hood, trunk, roof, doors, chrome trim or any such body damage.
- (ii) Repainting any mismatched paint, repainting of the Vehicle to its original color and restoring any special identification, decals, or lettering appearing anywhere on or in the Vehicle.
- (iii) Rips, holes, burns, soiling, spotting or excessive wear in the carpet, seats, doors, headliner, dashboard, or trunk area.
- (iv) Glass damage including breaks, cracks, stone bruises, sand damage, discoloration or pits to any window, windshield, mirror, lamps, lights or headlights.

B) INTEREST DUE AT TERMINATION. All amounts due at termination and under any provisions hereof shall bear interest at the maximum rate allowed by law if not paid within 10 days of notice thereof by Lessor. Such interest shall be computed on the average daily balance method.

C) RETURN OF VEHICLE AND CONDITION ON RETURN. On the scheduled maturity of the Lease, Lessee shall deliver the Vehicle to such place as Lessor shall specify. Lessee shall return the Vehicle in such condition so that it is legally operable and saleable under any applicable law. Lessee agrees to make payment to Lessor, as soon as the charges can reasonably be determined, charges for excessive wear and use; plus charges for excess mileage as stated per this Lease; plus the vehicle return fee; plus any other amounts due and payable hereunder.

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- (1) Failure by Lessee to make any monthly payment on its due date. Time is of the essence. However, acceptance by Lessor of any late payment shall not constitute waiver of Lessor's rights under this paragraph;
- (2) Death, disability or incompetence of Lessee;
- (3) Failure by Lessee to maintain insurance as provided in paragraph 1 herein;
- (4) Incomplete or inaccurate information is given by Lessee on any credit application, financial statement or in this Lease;
- (5) Seizure, levy, immobilization, impoundment, confiscation or forfeiture under any legal or governmental process against Lessee or against the Vehicle;
- (6) Lessee becomes insolvent or is the subject of any bankruptcy or insolvency proceeding or makes an assignment for the benefit of creditors, or Lessee is named in, or the Vehicle is subject to, a suit for the appointment of a receiver;
- (7) Lessor, in its reasonable commercial discretion, deems itself insecure;
- (8) Failure of Lessee to perform any covenant herein or Lessee is in default of any other agreement to which Lessor is a party; or
- (9) Loss, destruction or theft of the Vehicle, whether total or in part, as reasonably determined by Lessor.

Upon such termination Lessor shall be entitled to the charges described in paragraph 6.e

6) **LESSOR'S RIGHTS AND REMEDIES UPON DEFAULT.** If an event of default occurs, as described in paragraph 5, Lessor shall have all rights and remedies provided by law and without limiting the generality of the foregoing, Lessor may do any of the following:
- (a) Terminate the Lease and Lessee's right to use the Vehicle and require Lessee to return the Vehicle to Lessor;
- (b) Enter any premises where the Vehicle may be found and take possession of the Vehicle together with its contents. Lessor may take custody of anything found in the Vehicle and dispose of those contents as Lessor deems appropriate;
- (c) Upon regaining possession of the Vehicle, Lessor shall, at its sole discretion, either sell or re-lease the Vehicle and after deducting the costs of repossession and disposition, give Lessee credit for the balance of the proceeds remaining from such sale or lease in mitigation of any amounts owed by Lessee to Lessor;
- (d) Apply the security deposit and any other security interest retained by Lessor to repayment of any amounts due from Lessee to Lessor under the terms of this Lease;
- (e) Collect from Lessee an amount equal to the sum of the following computation:
  1. The amount of $300.00 plus 4% of the residual value; plus
  2. The amount of the Residual Value of the Vehicle as set forth in paragraph (34); plus
  3. The total of all remaining unpaid monthly payments; plus
  4. *All costs of collection and other charges and expenses, including reasonable attorneys' fees; plus*
  5. *All taxes, fees, fines, citations*, and any other amounts due Lessor under the terms of this Lease; minus
  6. Any unearned rent charge as computed using the "Constant yield" method; minus
  7. Any amount held by Lessor as a security deposit; minus
  8. Any amount received by Lessor from insurance proceeds or sale of salvage, or the sale or re-lease of the Vehicle.

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9) **USE OF VEHICLE; DRIVERS.** Lessee agrees that Lessee will not use or permit the use of the Vehicle: (a) outside the state of Lessee's present residence for a continuous period exceeding 30 days without the Lessor's prior written consent; (b) for any purpose of carrying goods or passengers for hire [illegible]; [illegible] in violation of any law or (e) outside the United States for any period. Lessee represents that Lessee has a valid driver's license and agrees that Lessee shall permit the Vehicle to be operated only by drivers known by Lessee to be validly licensed and insured. Lessee acknowledges that Lessee is responsible for selecting and controlling any drivers of the Vehicle and such drivers are conclusively presumed to be agents of Lessee only. Lessee shall require all drivers to operate the Vehicle with reasonable care and diligence.

10) **LOSS, DESTRUCTION, CONFISCATION OR THEFT OF VEHICLE.** (a) If the Vehicle is lost, confiscated by any governmental authority, stolen or destroyed, Lessee shall promptly notify Lessor for purposes of computation of all sums due. This event of default is deemed to have occurred on the date notice is received by Lessor. (b) Lessee grants Lessor a Limited Power of Attorney and authorizes Lessor to negotiate, settle and collect all sums due from any source (insurance or otherwise) and apply same to any outstanding balance owed.

11) **SUBSTANTIAL DAMAGE TO VEHICLE.** If the Vehicle is substantially damaged so that Lessee believes that it may not be repairable, Lessee shall promptly notify Lessor. Lessor shall make the final

determination as to whether the Vehicle is repairable. If Lessor determines the Vehicle is not repairable, it shall be considered lost for purposes of the preceding provision. Otherwise, Lessee will be obligated to have the Vehicle repaired.

12) **NOTICE OF ACCIDENTS AND COOPERATION.** Lessee agrees that Lessee and Lessee's agents shall cooperate fully with Lessor and any insurance carriers in the investigation and defense of any claims arising from the operation of the Vehicle, and shall make a report to Lessor any accident with the fullest information available on the accident or damage, and promptly shall deliver to Lessor any papers or notices delivered to Lessee or Lessee's agents in connection with any claim commenced or threatened against Lessee or Lessor.

13) **REIMBURSEMENT AGREEMENT.** Lessee agrees to reimburse Lessor and its agents from and against any and all losses, claims, demands, consequential damages, expenses (including legal expenses) fines and penalties arising out of the condition, maintenance, use or operation of the Vehicle, or Lessee's inability to legally operate the Vehicle.

14) **OWNERSHIP.** This is a Lease only and Lessor remains the owner of the Vehicle. **Lessee will not transfer, sublease, rent, or do anything to interfere with Lessor's ownership of the Vehicle. Lessee and Lessor agree that this Lease will be treated as a true Lease for Federal Income Tax purposes and elect to have Lessor receive the benefits of ownership.**

15) **ASSIGNMENT.** Lessee agrees that this Lease or any monthly payments may be assigned by Lessor. **Lessee has no right to assign this Lease.**

16) **EXPENSES INCURRED BY LESSOR.** Lessor is not required to, but may take any action required to be done by Lessee without liability for anything done or omitted in taking the action, and incur any resulting expense. This includes but is not limited to the acquisition of any required insurance, registration of the Vehicle, repair of the Vehicle, or payment of any tax or other charges payable by Lessee. Any such expense incurred shall be repayable by Lessee on demand, together with interest thereon at the maximum rate permitted by law. The rights granted by this paragraph are not a waiver of any other rights of Lessor arising from breach of any of the provisions of this Lease by Lessee.

17) **SECURITY INTEREST.** Lessee hereby grants to Lessor a security interest in all property in which a security interest may now or hereafter be granted by Lessee to Lessor on any loans or other transactions subsequently entered into by Lessee with Lessor other than a "residential mortgage transaction" as defined in Title 1, Consumer Protection Act, 15 U.S.C.A. Sections 1601 et seq. as amended. Lessee also grants to Lessor a security interest in (i) loss proceeds of any insurance, (ii) rebates and refunds from insurance policies financed under this Lease, and (iii) rebates, refunds and proceeds from GAP products or service contracts financed under this Lease. Such after-acquired security, together with the common law right of set off which Lessor (as a depository) has in all deposits and other monies owned by Lessee and held by Lessor, shall serve as security for any and all of Lessee's obligations under this Lease or of any other obligations of Lessee in any capacity to Lessor or its affiliates.

18) **NO WAIVER.** The failure of either party hereto to insist upon the performance of any of the terms of this Lease or the waiver of any breach of any of the terms of this Lease shall not be construed as thereafter waiving any such terms, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

19) **NOTICE.** Any notice given under this Lease by Lessor to Lessee may be given personally or by first class mail, addressed to Lessee's last known address.

20) **AUTHORITY TO SIGN.** If the Lessee is a corporation or other entity, the person signing this Lease on behalf of such corporation or entity and the Lessee each hereby warrant that he or she has full authority from the corporation or entity to sign this Lease. The undersigned also agrees that if they lack such authority, they agree to be personally bound both jointly and severally by all the terms hereof. If there are multiple Lessees signing this Lease, all will be jointly and severally liable for the obligations under this Lease.

21) **APPLICABLE LAW AND SEVERABILITY.** This Lease shall be construed, interpreted and determined by the law of the State in which this Lease is executed. The parties hereby consent to service of process and personal jurisdiction in the county in which this Lease was executed, and any federal court with concurrent jurisdiction, with respect to any action or proceeding brought to enforce any liability or obligation under this Lease. If any part of this Lease is adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect or nullify the remainder of this Lease which shall remain in full force and effect. Section headings are for convenience of reference only and shall not be construed otherwise.

22) **AUTHORITY OF ARRANGING ENTITY.** The entity arranging this Lease is authorized to execute this Lease on behalf of the Lessor. Neither that entity nor any of its employees is authorized to make any oral or written promise, affirmation, warranty or representation to Lessee.

23) **SECURITY DEPOSIT.** Lessee agrees that Lessor may hold the security deposit for the term of the Lease. The security deposit will not accrue interest for the benefit of the Lessee and any interest or monetary benefit which may accrue to the Lessor will not be paid to the Lessee and will not be used to reduce the Lessee's obligation under the Lease.

24) **CONTINUING OBLIGATIONS.** Lessee's obligations hereunder shall survive the expiration and/or termination of this Lease until each is satisfied in full.

25) **REFUNDS.** Any refund made by negotiable instrument shall be made payable to any one or more Lessee(s) as determined solely by Lessor.

26) **ODOMETER STATEMENTS.** Lessee will maintain the odometer of the Vehicle so that it always reflects the Vehicle's actual mileage. If the odometer is at any time inoperative, Lessee will provide Lessor with reasonable evidence of the Vehicle's actual mileage. If Lessee is unable to do so to Lessor's reasonable satisfaction, Lessee will pay Lessor an amount equal to a reasonable estimate of any reduction in the Vehicle's fair market value caused by the inability to determine the Vehicle's actual mileage. Lessee will provide Lessor with an odometer certification at any time Lessor requests, and Lessor may request more than one certification during the term of this Lease. Applicable law requires Lessee to complete an odometer statement in [illegible] of this Lease. If this statement is not properly completed, or if it contains false information, no refund of security deposit (if any) will be made and the Lessee may be subject to fines and/or imprisonment.

THIS LEASE IS SUBJECT TO, AND LESSEE AGREES TO BE BOUND BY THE ADDITIONAL PROVISIONS SET FORTH ON THE OTHER SIDE HEREOF, THE SAME BEING INCORPORATED HEREIN BY REFERENCE.

[redacted]

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsifications to authorities, that he/she is Stacy Dooley (Name) Assistant Cashier (Title) of Fifth Third Bank (Company), plaintiff herein, that he/she is duly authorized to make this Verification, and that the facts set forth in the foregoing Complaint in Complaint are true and correct to the best of his/her knowledge, information and belief.

Stacy Dooley AC
(Signature) S. DOOLEY, ASST. CASHIER

WWR#_____

5/3 Account No. 5233704300001 8 .

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

FIFTH THIRD BANK

Plaintiff

vs.

JOHN E. QUICK AND
ANDREA F. QUICK

Defendants

No. 04-778-CD

COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#03282598

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

JUN 01 2004

Attest.

Prothonotary/
Clerk of Courts

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

FIFTH THIRD BANK

Plaintiff No.

vs.

JOHN E. QUICK AND
ANDREA F. QUICK

Defendants

COMPLAINT IN CIVIL ACTION AND NOTICE TO DEFEND

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

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

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

LAWYER REFERRAL SERVICE
PA Bar Association
P.O. Box 186
Harrisburg, PA 17108
1-800-692-7375

COMPLAINT

1. Plaintiff is a corporation with offices at 38 Fountain Square Plaza, Cincinnatti, OH 45263-0781.

2. Defendant, John E. Quick, is an adult individual residing at 109 Long Street, Houtzdale, PA 16651.

3. Defendant, Andrea F. Quick, is an adult individual residing at P.O. Box 736, Houtzdale, PA 16651.

4. On or about June 19, 2000, the parties entered into a written Closed-End Lease Agreement (hereinafter referred to as the "Agreement") for the lease of a 2000 Nissan, more particularly identified in the Agreement, a true and correct copy of which is attached hereto, marked as Exhibit "1" and made a part hereof.

5. By the terms of the Agreement, Defendants were to make 63 (Sixty-Three) payments of $262.43 , commencing June 19, 2000, and to pay certain license fees due at the inception of the lease and during the lease term.

6. The terms of said Agreement provide for termination upon satisfaction by Defendants of all obligations provided thereunder and upon the return of the vehicle by Defendants to Plaintiff at the end of the lease term, which term would end 63 (Sixty-Three) months after it commenced.

7. Plaintiff avers that Defendants defaulted under the terms of the Lease Agreement by failing to make payment to Plaintiff as promised.

8. Due to the Defendants' default under the Agreement, Plaintiff exercised its right to terminate the Lease.

9. After calculating the early termination charges due Plaintiff pursuant to the terms of the Lease, Plaintiff avers that a balance of $ 6,340.52 as of April 12, 2004 is due from Defendants.

10. Plaintiff avers that the Agreement between the parties provides that Defendant will pay Plaintiff's attorneys' fees.

11. Plaintiff avers that such attorneys' fees will amount to $1,000.00.

12. Although repeatedly requested to do so by Plaintiff, Defendants have willfully failed and/or refused to pay the principal balance, interest, attorneys' fees or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment in its favor and against Defendants, John E. Quick and Andrea F. Quick, jointly and severally, in the amount of $ 6,340.52 with continuing interest thereon at the legal rate 6.00% per annum from April 12, 2004 plus attorneys' fees of $1,000.00 and costs.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.

WELTMAN, WEINBERG & REIS, CO., L.P.A.

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#03282598

THIS LEASE, effective this 13TH day of MAY, 19 2000 through the 13TH day of MAY, ____ (scheduled Lease maturity date),

is between FIFTH THIRD LEASING COMPANY (hereinafter called "Lessor") and JOHN E QUICK ANDREA F QUICK of

RR1 BOX 736 HOUTZDALE PA 16651
Street Address City County State Zip Code

s(m) ☐ Individual(s) ☐ Corporation ☐ Partnership ☐ LLC ☐ LLP; together with any additional Lessee or guarantor (hereinafter jointly and severally called Lessee).

COURTESY MOTOR SALES INC is the arranger of this Lease.
DEALER NAME

27) **DESCRIPTION OF VEHICLE.**

☑ New ☐ Used Current Mileage 30 Lessee(s) Initials

	YEAR	MAKE	MODEL	BODY STYLE	VEHICLE IDENTIFICATION NUMBER
☐ CAR ☐ TRUCK	00	NISS	SENT	SDN	3N1BB5102YL102919

DESCRIPTION OF EXTRA EQUIPMENT

☐ MANUAL TRANS ☐ PWR LOCKS ☐ AUTOMATIC ☐ CELL PHONE ☐ PWR SEAT ☐ PWR WINDOWS ☐ C.D. PLAYER ☐ ____
☐ A.B.S. BRAKES ☐ SUNROOF ☐ AM-FM RADIO ☐ TAPE ☐ 4 WD ☐ ____ ☐ ____ ☐ ____

INTENDED USE ☐ BUSINESS ☐ PERSONAL

28) **WARRANTIES.** The Vehicle is subject to the following express warranties: Lessee acknowledges that Lessee has selected the Vehicle. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED AS TO THE DESIGN, MODEL YEAR, OPERATION OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL, OR WORKMANSHIP IN THE VEHICLE LEASED HEREUNDER, AND LESSOR MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE VEHICLE FOR ANY PARTICULAR PURPOSE OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, IT BEING AGREED THAT ALL SUCH RISKS AS BETWEEN LESSOR AND LESSEE ARE TO BE BORNE BY LESSEE AND THE BENEFITS OF ANY AND ALL IMPLIED WARRANTIES OF LESSOR ARE HEREBY WAIVED BY LESSEE. LESSOR SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. Lessor agrees that Lessee shall be entitled to the benefit of the manufacturer's warranties on a new Vehicle, or, if the Vehicle is used, any remaining manufacturer's warranties, or the financed manufacturer's warranties as disclosed in paragraph 38, to the extent permitted by applicable law and does hereby assign said warranties to Lessee to the extent required for Lessee to enforce said warranties against the manufacturer. If this Lease is signed in West Virginia, Lessor does not disclaim any implied warranty of merchantability or any implied warranty of fitness for any particular purpose. The Lessee shall not set off any loss, cost or damage against any sums due Lessor under this Lease.

29) Amount Due at Lease Signing or Delivery (Itemized below)* $ 365.93

30) Monthly Payments
Lessee's first monthly payment of (a) $ 262.43 is due on (b) 13 MAY 2000 followed by (c) 62 payments of (d) $ 262.43 due on the (e) 12TH of each month. The total of Lessee's monthly payments is (f) $ 16533.09

31) Other Charges (not part of Lessee's monthly payment)
Vehicle Return Fee (if Lessee does not purchase the Vehicle) (a) $ 300.00
(b) N/A
Total (c) $ 300.00

32) Total of Payments (The amount Lessee will have paid by the end of the Lease) $ 16936.59
=30(f)+31(c)+33(A)(viii)-33(A)(ii)-33(A)(iv)

33) Itemization of Amount Due at Lease Signing or Delivery

A) **Amount Due At Lease Signing or Delivery:**

(i) Capitalized Cost Reduction	$ N/A
(ii) First Monthly Payment	262.43
(iii) Refundable Security Deposit	N/A
(iv) Title Fees	22.50
(v) Registration Fees	36.00
(vi) Other Taxes	5.00
(vii) Documentation Fee	40.00
(viii) Total	$ 365.93

B) **How the Amount Due at Lease Signing or Delivery will be Paid:**

(i) Net Trade-In Allowance	$ N/A
(ii) ____ Yr ____ Make ____ Model	
(iii) Rebates and Noncash Credits	365.93
(iv) Amount to be Paid in Cash	N/A
(v)	N/A
(vi) Total	$ 365.93

34) Lessee's Monthly Payment is Determined as Shown Below:

A) **Gross Capitalized Cost.** The agreed upon value of the Vehicle ($ 16910.00) and any items Lessee pays over the Lease term (such as service contracts, insurance, Lessor administration fee, GAP protection, luxury tax, and any outstanding prior credit or lease balance) . . . $ 17534.00

B) **Capitalized Cost Reduction.** The amount of any net trade-in allowance, rebate, noncash credit, or cash Lessee pays that reduces the gross capitalized cost . . . − N/A

C) **Adjusted Capitalized Cost.** The amount used in calculating Lessee's base monthly payment . . . = 17534.00

D) **Residual Value.** The value of the Vehicle at the end of the Lease used in calculating Lessee's base monthly payment . . . − 6628.83

E) **Depreciation and any Amortized Amounts.** The amount charged for the Vehicle's decline in value through normal use and for other items paid over the Lease term . . . = 10905.17

F) **Rent Charge.** The amount charged in addition to the depreciation and any amortized amounts . . . + 4262.71

G) **Total of Base Monthly Payments.** The depreciation and any amortized amounts plus the rent charge . . . = 15167.88

H) **Lease Term.** The number of payments in Lessee's Lease . . . ÷ 63

I) **Base Monthly Payment** . . . = 240.76

J) **Monthly Sales/Use Tax** . . . + 21.67

K) ____ + N/A

L) **Total Monthly Payment** . . . =$ 262.43

Early Termination. Lessee may have to pay a substantial charge if Lessee ends this Lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated. The earlier Lessee ends the Lease, the greater this charge is likely to be.

35) **Excessive Wear and Use.** Lessee may be charged for excessive wear based on Lessor's standards for normal use and for excess mileage at the rate of 0.10 (if blank, fifteen cents) for each mile recorded on the Vehicle's odometer-including mileage recorded before this Lease was executed-upon return to the Lessor, in excess of 60,000 miles.

36) **Purchase Option at End of Lease Term.** If Lessee has paid in full all monthly payments, is not in default hereunder, has paid all other amounts required under this Lease, and is not in default of any other obligations of Lessee in any capacity to Lessor or its affiliates, Lessee has an option to purchase the Vehicle at the end of the Lease Term referred to above as the scheduled lease maturity date AS IS WHERE IS and without any warranty whatsoever from Lessor for $ 6928.83. All fees, taxes and other amounts due on transfer shall be paid by Lessee.

37) **Other Important Terms.** See Lessee's Lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

38) **ITEMIZATION OF GROSS CAPITALIZED COST**

Agreed Upon Value of the Vehicle	$ 16910.00	Prior Outstanding Credit or Lease Balance	$ N/A	Lessor Admin. Fee	$ 624.00
Taxes	$ N/A	Credit Life Insurance	$ N/A		$ N/A
Title Fees	$ N/A	Credit Disability Insurance	$ N/A		$ N/A
Registration Fees and/or License Fees	$ N/A	M.B.P./Warranty	$ N/A		$ N/A
Documentation Fee	$	GAP Contract, Coverage or Waiver	$ N/A	Total Gross Capitalized Cost	$ 17534.00

39) **OFFICIAL FEES AND TAXES.** The 62 monthly Lessee will pay for official and license fees, registration, title, and taxes over the term of this Lease, whether included with Lessee's monthly payment or assessed otherwise: $ 1621.71. **ALL FEES AND TAXES HEREIN ARE ESTIMATES.**

40) **CREDIT LIFE AND DISABILITY INSURANCE:** Credit Life Insurance and Credit Disability Insurance are not required, and will not be provided unless Lessee signs and pays the additional cost itemized below:

TYPE	PREMIUM	SIGNATURE
Credit Life CONSUMERS LIFE	$ N/A	Lessee wants credit life Insurance X ____
Credit Disability CONSUMERS LIFE	$ N/A	Lessee wants credit disability Insurance X ____

Lessee acknowledges that all inquiries concerning contract terms and provisions relating to this insurance (if purchased) are to be directed to Dealer identified above which is responsible for the issuance of this insurance. The coverages are shown in a separate notice or agreement issued by Dealer and/or the Insurance Company.

41) **ENTIRE AGREEMENT. This Lease contains the entire agreement of the parties and may not be modified or revoked without the consent in writing of the Lessor and Lessee. Lessee hereby waives the right to trial by jury of any matters arising out of this Lease and any of the issues contemplated herein. Lessee has read this agreement and acknowledges receipt of a completely filled-in copy. If there are multiple Lessees signing this Lease, all will be jointly and severally liable for the obligations under this Lease.**

LESSEE CONSUMER LEASING

Company Name, if any JUN 1 9 2000

X John E Quick Lessee — Lessee Andrea F Quick

Delivery Receipt

I/WE acknowledge that I/WE have received and examined the Vehicle described in paragraph 27 of this Lease, that the Vehicle is equipped as described and in good operating order and condition and that I/WE accept the Vehicle for all purposes of this Lease.

Lessee X John E Quick Date — Lessee Andrea F Quick Date

GUARANTY (FILL IN ONLY IF THERE IS A GUARANTOR)

The undersigned guarantees payment, performance, and all obligations to Lessor of the above Lessee under the terms of this Lease. Lessor shall not be required to exhaust its recourse or take any action against the Vehicle or Lessee before being entitled to payment or performance by the undersigned of all amounts and acts hereby guaranteed. Notice of default on the part of the Lessee is hereby waived and the undersigned agrees to remain bound notwithstanding any extensions, renewals, modifications or compromises or any indebtedness, liability or obligation of Lessee under the Lease. If there are multiple guarantors signing this Lease, all will be jointly and severally liable for the obligations under this Lease.

EXHIBIT

X Guarantor — X Guarantor

Address City State Zip Code

THIS LEASE IS SUBJECT TO, AND LESSEE AGREES TO BE BOUND BY, THE ADDITIONAL PROVISIONS SET FORTH ON THE OTHER SIDE HEREOF, THE SAME BEING INCORPORATED HEREIN BY REFERENCE.

LESSOR COPY

08-347-M (Rev. 8/98)

3 2 8 2 5 9 8

MOTOR VEHICLE CLOSED-END LEASE AGREEMENT AND DISCLOSURE STATEMENT

THIS LEASE AGREEMENT ("Lease") is between the Lessee(s) ("Lessee") and the Lessor ("Lessor") who is identified on the other side hereof.

LESSOR AND LESSEE HEREBY AGREE AS FOLLOWS:

Lessor agrees to purchase and to Lease to Lessee, and Lessee agrees to lease from Lessor and to pay according to the terms and conditions below and on the other side hereof, the Motor Vehicle (the "Vehicle") described on the other side hereof.

1) **INSURANCE.** (A) The following types and amounts of insurance will be required in connection with this Lease:

(1) A policy of public liability and property damage insurance protecting the interests of Lessor, Lessee and Lessee's drivers with limits of not less than **$100,000** for injury to or death of one person; **$300,000** for all persons injured or killed in the same accident and not less than **$50,000** for damage; destruction or loss of use of property of other persons as a result of any one accident.

(2) A policy of collision insurance with a deductible amount not in excess of **$500**. Lessee shall be liable for the deductible amount in the event of a claim thereunder.

(3) A policy of fire, theft and comprehensive insurance with a deductible amount not in excess of **$500**. Lessee shall be liable for the deductible amount in the event of a claim thereunder.

(B) Lessee agrees, at Lessee's expense and prior to delivery of the Vehicle, to procure, and furnish to Lessor's satisfaction written evidence of, and to maintain in force until the Vehicle is returned to Lessor, insurance with companies and in a form acceptable to Lessor in the amounts and types indicated above.

All required insurance shall identify the Lessor as an "Additional Named Insured and Loss Payee." Except as provided in paragraph 11 the proceeds of any insurance received by Lessor on account of any loss or casualty which has been paid by Lessee shall be released to Lessee upon appropriate proof of payment, unless at the time the Lessee is in default thereunder.

2) **LATE PAYMENTS; LESSOR PAYMENT; COLLECTION CHARGES.** If all or any portion of a monthly payment is not received within 5 days of its due date, a late fee of **$35.00** will be assessed (the lesser of **5%** of the payment or **$15.00** for leases originated in Indiana). If Lessor pays any amount required to be paid hereunder by Lessee, Lessee shall immediately reimburse Lessor this amount. If the amount is not so remitted, Lessee shall pay interest thereon at the maximum rate permitted by law. A fee of **$35.00 ($20.00** in Indiana and Tennessee and **$15.00** in Missouri and West Virginia) may, at Lessor's discretion, be imposed whenever an item offered in payment on this Lease is returned to the Lessor unpaid for any reason, including but not limited to non-sufficient funds.

3) **MAINTENANCE, EXPENSES, FEES, TAXES, LICENSES, AND INSPECTION.** Lessee agrees to be responsible for the following maintenance and servicing of the Vehicle:

(a) to maintain the Vehicle according to the manufacturer's maintenance directions, to repair any damage to the Vehicle and to pay all the costs of maintenance and repair;
(b) to pay all expenses incurred in the use and operation of the Vehicle including but not limited to gasoline, oil, tires, storage, parking, towing, tolls and fines;
(c) to accomplish and pay for annual registration and licensing of the Vehicle in the Lessor's name;
(d) to accomplish and pay for all inspections of the Vehicle required by any governmental body and to pay any other tax or governmental charge applicable to the Vehicle;
(e) to permit Lessor to inspect the Vehicle at reasonable times and intervals;
(f) to not tamper with or modify the Vehicle in any way without the prior written consent of Lessor;
(g) to pay all expenses incurred and in connection with the immobilization, impoundment, forfeiture or release of the Vehicle; and
(h) to pay a **$30.00** service fee to Lessor to investigate and/or forward each warning or delinquency notice to Lessee with respect to fines, citations, taxes and penalties not paid by Lessee.

4) **STANDARDS FOR WEAR AND USE. RETURN OF VEHICLE AND CONDITION ON RETURN;** The following standards are applicable for determining unreasonable or excess wear and use of the Vehicle whether incurred prior to or during the term of the Lease.

A) DAMAGE CHARGE. The cost necessary to place the Vehicle in good working condition, whether or not such costs are actually incurred by the Lessor, to repair or replace missing or damaged parts or accessories with original equipment manufacturer parts or those of equal quality and to place the Vehicle in saleable condition as determined by Lessor, which cost shall include, but not be limited to, the cost necessary to:

(1) Repair any malfunction, failure, defect, knocking or other noises of the Vehicle's engine, drivetrain, brakes, exhaust system or any other operating parts and accessories.

(2) Replace any tire which is not part of a matching set of four tires of equal quality to the originals, plus a spare of equal quality or of the type originally provided by the manufacturer of the vehicle, with each tire having at least 1/8 inch of remaining tread at its shallowest point.

(3) Repair the following:

(i) Dents, scratches, pits, rust, cracks, or corrosion to any fender, bumper, grille, hood, trunk, roof, doors, chrome trim or any such body damage.
(ii) Repainting any mismatched paint. repainting of the Vehicle to its original color and restoring any special identification, decals, or lettering appearing anywhere on or in the Vehicle.
(iii) Rips, holes, burns, soiling, spotting or excessive wear in the carpet, seats, doors, headliner, dashboard, or trunk area.
(iv) Glass damage including breaks, cracks, stone bruises, sand damage, discoloration or pits to any window, windshield, mirror, lamps, lights, or headlights.

B) INTEREST DUE AT TERMINATION. All amounts due at termination and under any provisions hereof shall bear interest at the maximum rate allowed by law if not paid within 10 days of notice thereof by Lessor. Such interest shall be computed on the average daily balance method.

C) RETURN OF VEHICLE AND CONDITION ON RETURN. On the scheduled maturity of the Lease, Lessee shall deliver the Vehicle to such place as Lessor shall specify. Lessee shall return the vehicle in such condition so that it is legally operable and saleable under any applicable law. Lessee agrees to make payment to Lessor, as soon as the charges can reasonably be determined, charges for excessive wear and use; plus charges for excess mileage as stated per this Lease; plus the vehicle return fee; plus any other amounts due and payable hereunder.

5) **EARLY TERMINATION AND DEFAULT.** (A) Lessee may terminate this Lease more than 30 days before the scheduled lease maturity date by paying to the Lessor the amount described in paragraph 6(e).

(B) Lessor may terminate this Lease before the scheduled lease maturity date under the following conditions:

(1) Failure by Lessee to make any monthly payment on its due date. Time is of the essence. However, acceptance by Lessor of any late payment shall not constitute waiver of Lessor's rights under this paragraph;
(2) Death, disability or incompetence of Lessee;
(3) Failure by Lessee to maintain insurance as provided in paragraph 1 herein;
(4) Incomplete or inaccurate information is given by Lessee on any credit application, financial statement or in this Lease
(5) Seizure, levy, immobilization, impoundment, confiscation or forfeiture under any legal or governmental process against Lessee or against the Vehicle;
(6) Lessee becomes insolvent or is the subject of any bankruptcy or insolvency proceeding or makes an assignment for the benefit of creditors, or Lessee is named in, or the Vehicle is subject to, a suit for the appointment of a receiver
(7) Lessor, in its reasonable commercial discretion, deems itself insecure;
(8) Failure of Lessee to perform any covenant herein or Lessee is in default of any other agreement to which Lessor is a party; or
(9) Loss, destruction or theft of the Vehicle, whether total or in part, as reasonably determined by Lessor.

Upon such termination Lessor shall be entitled to the charges described in paragraph 6(e).

6) **LESSOR'S RIGHTS AND REMEDIES UPON DEFAULT.** If an event of default occurs, as described in paragraph 5, Lessor shall have all rights and remedies provided by law and without limiting the generality of the foregoing, Lessor may do any of the following:

(a) Terminate the Lease and Lessee's right to use the vehicle and require Lessee to return the Vehicle to Lessor;
(b) Enter any premises where the Vehicle may be found and take possession of the Vehicle together with its contents. Lessor may take custody of anything found in the Vehicle and dispose of those contents as Lessor deems appropriate;
(c) Upon regaining possession of the Vehicle, Lessor shall, at its sole discretion, either sell or re-lease the Vehicle and, after deducting the costs of repossession and disposition, give Lessee credit for the balance of the proceeds remaining from such sale or lease in mitigation of any amounts owed by Lessee to Lessor;
(d) Apply the security deposit and any other security interest retained by Lessor to repayment of any amounts due from Lessee to Lessor under the terms of this Lease;
(e) Collect from Lessee an amount equal to the sum of the following computation:
1. The amount of **$300.00** plus **4%** of the residual value; plus
2. The amount of the Residual Value of the Vehicle as set forth in paragraph (34); plus
3. The total of all remaining unpaid monthly payments; plus
4. All costs of collection and other charges and expenses, including reasonable attorneys' fees; plus
5. All taxes, fees, fines, citations, and any other amounts due Lessor under the terms of this Lease; minus
6. Any unearned rent charge as computed using the "Constant yield" method; minus
7. Any amount held by Lessor as a security deposit; minus
8. Any amount received by Lessor from insurance proceeds or sale of salvage, or the sale or re-lease of the Vehicle.

The sum of the aforementioned calculation shall be due and payable upon demand and shall bear interest at the maximum rate permitted by law.

7) **OPTION TO PURCHASE VEHICLE PRIOR TO END OF THE LEASE.** Lessee has an option to purchase the Vehicle more than 30 days prior to the scheduled lease maturity date by paying to Lessor the amount described in Paragraph 6 (e).

8) **CHANGE IN RESIDENCE.** In the event Lessee changes residency to a different governmental jurisdiction, the Lessor, at its option and upon giving due notice to Lessee, may require that funds be deposited in an escrow account in an amount to be determined by the Lessor which are sufficient to pay any tax or fee lawfully applicable to the Vehicle which may be imposed by any governmental authority of the Lessee's new residence. The Lessor may, at its option, waive this requirement upon receipt of satisfactory proof that all applicable tax and/or fee liability has been duly paid by the Lessee. In any event, the Lessor shall charge a $40.00 processing fee for each title transfer.

9) **USE OF VEHICLE; DRIVERS.** Lessee agrees that Lessee will use the Vehicle only in the state of Lessee's residence and only in the continental United States, Canada, or Mexico. Lessee shall provide Lessor with 30 days prior written notice of any change of residence. In the event Lessee changes residency to a different state or province, Lessee shall provide the Vehicle to Lessor for title transfer. In no event shall Lessee operate the Vehicle in any country or state outside the United States for any period. Lessee represents that Lessee has a valid driver's license and believes that Lessee is a permitted driver. Vehicle to be operated only by drivers known by Lessee to be validly licensed and insured. Lessee acknowledges that Lessee is responsible for selecting and controlling any drivers of the Vehicle and such drivers are conclusively presumed to be agents of Lessee only. Lessee shall require all drivers to operate the Vehicle with reasonable care and diligence.

10) **LOSS, DESTRUCTION, CONFISCATION OR THEFT OF VEHICLE.** (a) If the Vehicle is lost, confiscated by any governmental authority, stolen or destroyed, Lessee shall promptly notify Lessor for purposes of computation of all sums due. This event of default is deemed to have occurred on the date notice is received by Lessor. (b) Lessee grants Lessor a limited Power of Attorney and authorizes Lessor to receive, settle and collect all sums due from any source (insurance or otherwise) and apply same to any outstanding balance owed.

11) **SUBSTANTIAL DAMAGE TO VEHICLE.** If the Vehicle is substantially damaged so that Lessee believes that it may not be repairable, Lessee shall promptly notify Lessor. Lessor shall make the final determination as to whether the Vehicle is repairable. If Lessor determines the Vehicle is not repairable, it shall be considered lost for purposes of the preceding provision. Otherwise, Lessee will be obligated to have the Vehicle repaired.

12) **NOTICE OF ACCIDENTS AND COOPERATION.** Lessee agrees that Lessee and Lessee's agents shall cooperate fully with Lessor and any insurance carriers in the investigation and defense of any claims arising from the operation of the Vehicle, and shall make a report to Lessor any accident with the fullest information available on the accident, damage, and promptly shall deliver to Lessor any papers or notices delivered to Lessee or Lessee's agents in connection with any claim commenced or threatened against Lessee or Lessor.

13) **REIMBURSEMENT AGREEMENT.** Lessee agrees to reimburse Lessor and its agents from and against any and all losses, claims, demands, consequential damages, expenses (including legal expenses) fines and penalties arising out of the condition, maintenance, use or operation of the Vehicle, or Lessee's inability to legally operate the Vehicle

14) **OWNERSHIP.** This is a Lease only and Lessor remains the owner of the Vehicle. **Lessee will not transfer, sublease, rent or do anything to interfere with Lessor's ownership of the Vehicle. Lessee and Lessor agree that this Lease will be treated as a true Lease for Federal Income Tax purposes and elect to have Lessor receive the benefits of ownership.**

15) **ASSIGNMENT.** Lessee agrees that this Lease or any monthly payments may be assigned by Lessor. **Lessee has no right to assign this Lease.**

16) **EXPENSES INCURRED BY LESSOR.** Lessor is not required to, but may take any action required to be done by Lessee without liability for anything done or omitted in taking the action, and for any resulting expense. This includes but is not limited to the acquisition of any required insurance, registration of the Vehicle, repair of the vehicle, or payment of any tax or other charges payable by Lessee. Any such expense incurred shall be repayable by Lessee on demand together with interest thereon at the maximum rate permitted by law. The rights granted by this paragraph are not a waiver of any other rights of Lessor arising from breach or any of the provisions of this Lease by Lessee.

17) **SECURITY INTEREST.** Lessee hereby grants to Lessor a security interest in an amount, in which a security interest may now or hereafter be granted to Lessee by Lessor on any loans or other transactions subsequently entered into by Lessee with Lessor other than a "residential mortgage transaction" as defined in Title I, Consumer Protection Act, 15 U.S.C.A. Sections 1601 et seq. as amended. Lessee also grants to Lessor a security interest in all loss proceeds of any insurance, all rebates and refunds from insurance policies financed under this Lease, and for rebates, refunds and proceeds from GAP products or service contracts financed under this Lease. Such after-acquired security, together with the common law right of set-off which Lessor has as a depositary, has in deposits and other monies owned by Lessee and held by Lessor shall serve as security for any and all Lessee's obligations under this Lease or of any other obligations of Lessee in any capacity to Lessor or its affiliates.

18) **NO WAIVER.** The failure of either party hereto to insist upon the performance of any of the terms of this Lease or the waiver of any breach of any of the terms of this Lease shall not be construed as thereafter waiving any such terms, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

19) **NOTICE.** Any notice given under this Lease by Lessor to Lessee may be given personally or by first class mail, addressed to Lessee's last known address.

20) **AUTHORITY TO SIGN.** If the Lessee is a corporation or other entity, the person signing this Lease on behalf of such corporation or entity and the Lessee each hereby warrant that he or she has the authority from the corporation or entity to sign this Lease. The undersigned also agrees that if they face such authority, they agree to be personally bound both jointly and severally by all the terms hereof. If there are multiple Lessees signing this Lease, all will be jointly and severally liable for the obligations under this Lease.

21) **APPLICABLE LAW AND SEVERABILITY.** This Lease shall be construed, interpreted and determined by the law of the State in which this Lease is executed. The parties hereby consent to service of process and personal jurisdiction in the county in which this Lease was executed, and any federal court with concurrent jurisdiction, with respect to any action or proceeding brought to enforce any liability or obligation under this Lease if any part of this Lease is adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect or nullify the remainder of this Lease which shall remain in full force and effect. Section headings are for convenience of reference only and shall not be construed otherwise.

22) **AUTHORITY OF ARRANGING ENTITY.** The entity arranging this Lease is authorized to execute this Lease on behalf of the Lessor. Neither that entity nor any of its employees is authorized to make any oral or written promise, affirmation, warranty or representation to Lessee.

23) **SECURITY DEPOSIT.** Lessee agrees that Lessor may hold the security deposit for the term of the Lease. The security deposit will not accrue interest for the benefit of the Lessee and any interest or monetary credit which may accrue to the Lessor will not be paid to the Lessee and will not be used to reduce the Lessee's obligation under the Lease.

24) **CONTINUING OBLIGATIONS.** Lessee's obligations hereunder shall survive the expiration and/or termination of this Lease unless such is stated to the contrary herein.

25) **REFUNDS.** Any refund made by negotiable instrument shall be made payable to any one or more Lessees as determined solely by Lessor.

26) **ODOMETER STATEMENTS.** Lessee shall maintain the odometer of the vehicle so that it always reflects the Vehicle's actual mileage. If the odometer is at any time to operate, Lessee shall immediately notify Lessor. Lessee shall provide Lessor with written evidence of the Vehicle's actual mileage. If Lessee is unable to do so to Lessor's reasonable satisfaction, Lessee will be liable for the reduction in the vehicle's fair market value caused by the inability to determine the Vehicle's actual mileage. Lessee will provide Lessor with an odometer certification statement. Lessee may request Lessor may request more than one notification during the term of this Lease. Applicable law requires Lessee to complete an odometer statement prior to the transfer of title of the Vehicle. If this form is not properly completed, or it it contains false information, no refund of security deposit (if any) will be made and the Lessee may be subject to fines and/or imprisonment.

THIS LEASE IS SUBJECT TO, AND LESSEE AGREES TO BE BOUND BY THE ADDITIONAL PROVISIONS SET FORTH ON THE OTHER SIDE HEREOF, THE SAME BEING INCORPORATED HEREIN BY REFERENCE.

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsifications to authorities, that he/she is Stacy Dooley (Name) Assistant Cashier (Title) of Fifth Third Bank (Company), plaintiff herein, that he/she is duly authorized to make this Verification, and that the facts set forth in the foregoing Complaint in Complaint are true and correct to the best of his/her knowledge, information and belief.

Stacy Dooley AC
(Signature) S. DOOLEY, ASST. CASHIER

WWR#_____

5/3 Account No. 5233704300001B .

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

FIFTH THIRD BANK

Plaintiff

vs.

JOHN E. QUICK AND
ANDREA F. QUICK

Defendants

No. 04-778-CD

PRAECIPE TO REINSTATE COMPLAINT

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:
William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS, CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#03282598

FILED Atty pd. 7.00
m/3:10 pm 2 Compl. to Shff
JUL 29 2004 No CC
William A. Shaw
Prothonotary/Clerk of Courts

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

FIFTH THIRD BANK

Plaintiff

vs. Civil Action No. 04-778-CD

JOHN E. QUICK AND
ANDREA F. QUICK

Defendants

PRAECIPE TO REINSTATE COMPLAINT

Kindly reinstate the Complaint in the above captioned matter.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: _____
William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR #03282598

In The Court of Common Pleas of Clearfield County, Pennsylvania

FIFTH THIRD BANK
VS.
QUICK, JOHN E. & ANDREA F.
COMPLAINT

Sheriff Docket # 15694
04-778-CD

SHERIFF RETURNS

NOW AUGUST 26, 2004 AT 7:45 PM SERVED THE WITHIN COMPLAINT ON ANDREA F. QUICK, DEFENDANT AT RESIDENCE, 109 LONG ST., HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ANDREA F. QUICK A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: NEVLING

NOW AUGUST 26, 2004 AT 7:45 PM SERVED THE WITHIN COMPLAINT ONJOHN E. QUICK, DEFENDANT AT RESIDENCE, 109 LONG ST., HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ANDREA F. QUICK, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: NEVLING

Return Costs

Cost	Description
28.87	SHERIFF HAWKINS PAID BY: ATTY CK# 8158952
20.00	SURCHARGE PAID BY: ATTY

Sworn to Before Me This
2nd Day Of Sept 2004

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

So Answers,

Chester A. Hawkins
Sheriff

FILED
EGK
01:2:38 PM
SEP 02 2004
William A. Shaw
Prothonotary/Clerk of Courts

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

FIFTH THIRD BANK

Plaintiff

vs.

Civil Action No. 04-778- CD

JOHN E. QUICK AND
ANDREA F. QUICK

Defendants

NOTICE OF JUDGMENT OR ORDER

TO: ( ) Plaintiff
(xx) Defendant
( ) Garnishee

You are hereby notified that the following Order or Judgment was entered against you on 10/20/04

(xx) Assumpsit Judgment in the amount of $7,523.96 plus costs.

( ) Trespass Judgment in the amount of $_____ plus costs.

( ) If not satisfied within sixty (60) days, your motor vehicle operator's license and/or registration will be suspended by the Department of Transportation, Bureau of Traffic Safety, Harrisburg, PA.

(xx) Entry of Judgment of
( ) Court Order
( ) Non-Pros
( ) Confession
(xx) Default
( ) Verdict
( ) Arbitration Award

Prothonotary

By: _____
PROTHONOTARY (OR DEPUTY)

John E. Quick
109 Long Street,
Houtsdale, PA. 16651

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

FIFTH THIRD BANK

Plaintiff

vs. Civil Action No. 04-778- CD

JOHN E. QUICK AND
ANDREA F. QUICK

Defendants

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TO: ( ) Plaintiff
(xx) Defendant
( ) Garnishee

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(xx) Assumpsit Judgment in the amount of $7,523.96 plus costs.

( ) Trespass Judgment in the amount of $_____ plus costs.

( ) If not satisfied within sixty (60) days, your motor vehicle operator's license and/or registration will be suspended by the Department of Transportation, Bureau of Traffic Safety, Harrisburg, PA.

(xx) Entry of Judgment of
( ) Court Order
( ) Non-Pros
( ) Confession
(xx) Default
( ) Verdict
( ) Arbitration Award

Prothonotary

Andrea F. Quick
109 Long Street
Houtsdale, PA 16651

By: _____
PROTHONOTARY (OR DEPUTY)

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

FIFTH THIRD BANK

Plaintiff

vs.

JOHN E. QUICK AND
ANDREA F. QUICK

Defendants

No. 04-778- CD

PRAECIPE FOR DEFAULT JUDGMENT

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#03282598
Judgment Amount $ 7,523.96

THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

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

FIFTH THIRD BANK

Plaintiff

vs. Civil Action No. 04-778- CD

JOHN E. QUICK AND
ANDREA F. QUICK

Defendants

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendants, John E. Quick and Andrea F. Quick, above named, in the default of an Answer, in the amount of $7,523.96 computed as follows:

Amount claimed in Complaint	$6,340.52
Interest from April 12, 2004 to October 5, 2004 at the contract interest rate of 6.0% per annum	$183.44
Attorneys' fees	$1,000.00
TOTAL	$7,523.96

I hereby certify that appropriate Notices of Default, as attached have been mailed in accordance with PA R.C.P. 237.1 on the dates indicated on the Notices.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: William T. Molczan

William T. Molczan
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#03282598

Plaintiff's address is: c/o Weltman, Weinberg & Reis Co., L.P.A., 2601 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219

And that the last known address of the Defendants is: 109 Long Street, Houtzdale, PA 16651

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

FIFTH THIRD BANK

Plaintiff

vs. Civil Action No. 04-778 CD

JOHN E QUICK AND
ANDREA F. QUICK

Defendants

IMPORTANT NOTICE

TO: John E Quick
109 Long Street
Houtzdale, PA 16651

Date of Notice: 9-20-04

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 PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

CLEARFIELD COUNTY

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(814) 765-2641, ext. 1300-1301

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: _____
William T. Molczan
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR #03282598

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

FIFTH THIRD BANK

Plaintiff

vs. Civil Action No. 04-778 CD

JOHN E QUICK AND
ANDREA F. QUICK

Defendants

IMPORTANT NOTICE

TO: Andrea F Quick
109 Long Street
Houtzdale, PA 16651

Date of Notice: 9-20-04

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 PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

CLEARFIELD COUNTY

COURT ADMINISTRATOR
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230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(814) 765-2641, ext. 1300-1301

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: _____
William T. Molczan
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR #03282598

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that the parties against whom Judgment is to be entered according to the Praecipe attached are not members of the Armed Forces of the United States or any other military or non-military service covered by the Soldiers and Sailors Civil Relief Act of 1940. The undersigned further states that the information is true and correct to the best of the undersigned's knowledge and belief and upon information received from others.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: _____
William T. Molczan
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#03282598

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

Fifth Third Bank
Plaintiff(s)

No.: 2004-00778-CD

Real Debt: $7,523.96

Atty's Comm: $

Vs.

Costs: $

Int. From: $

John E. Quick
Andrea F. Quick
Defendant(s)

Entry: $20.00

Instrument: Default Judgment

Date of Entry: October 20. 2004

Expires: October 20, 2009

Certified from the record this 20th day of October, 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
CIVIL DIVISION

FIFTH THIRD BANK,

Plaintiff

vs.

JOHN E. QUICK and
ANDREA F. QUICK,

Defendants

No. 04-778-CD

PRAECIPE FOR SATISFACTION OF JUDGMENT

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt
PA I.D #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#03282598

10 cc
6K m/2:34 Atty pd. 7.00
JAN 18 2005
2 Cert. of Sat.
Prothonotary
to Atty

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

FIFTH THIRD BANK,

Plaintiff

vs. Civil Action No. 04-778-CD

JOHN E. QUICK and
ANDREA F. QUICK,

Defendants

PRAECIPE FOR SATISFACTION OF JUDGMENT

At the request of the undersigned attorneys for the Plaintiff, you are directed to satisfy the above-captioned Judgment.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: _____
James C. Warmbrodt
PA I.D #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR #03282598

Sworn to and subscribed
before me this 10
day of January, 05

_____
NOTARY PUBLIC

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2004-00778-CD

Fifth Third Bank

Debt: $7,523.96

Vs.

Atty's Comm.:

John E. Quick and
Andrea F. Quick

Interest From:

Cost: $7.00

NOW, Tuesday, January 18, 2005 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 18th day of January, A.D. 2005.

_____
Prothonotary