

04-1676-CD
FORD MOTOR CREDIT COMPANY vs. MARK A. SNYDER

Ford Motor vs Mark Snyder
2004-1676-CD

ORIGINAL

HAYT, HAYT & LANDAU

BY: ARTHUR LASHIN, ESQUIRE

IDENTIFICATION NO. 23425

ATTORNEY FOR PLAINTIFF

SIXTH FLOOR

400 MARKET STREET

PHILADELPHIA, PA 19106-2509

(215) 928-1400

FORD MOTOR CREDIT COMPANY

vs.

MARK A. SNYDER

and

S & T BANK

Garnishee

CLEARFIELD COUNTY

COURT OF COMMON PLEAS
Civil DIVISION

TERM,

No. 04-1676-CD

ORDER TO DISCONTINUE AND DISSOLVE ATTACHMENT

TO THE PROTHONOTARY:

Kindly mark the attachment against the Garnishee, S & T BANK

, made under the Writ of Execution issued on January 26, 2005

in the above captioned matter Discontinued and Dissolved.

FILED

APR 15 2005

William A. Shaw
Prothonotary/Clerk of Courts

HAYT, HAYT & LANDAU

By: 

Attorney for Plaintiff

FILED

N 245 87, p. 85.00
1 cc to each
ICC to each
OCT 25 2004

HAYT, HAYT & LANDAU

BY: ARTHUR LASHIN, ESQUIRE

IDENTIFICATION NO. 23425

SIXTH FLOOR

400 MARKET STREET

PHILADELPHIA, PA 19106-2509

(215) 928-1400

ATTORNEY FOR PLAINTIFF

William A. Shaw
Prothonotary

FORD MOTOR CREDIT COMPANY

One American Road

Dearborn, Michigan 48122

vs.

MARK A. SNYDER

6054 Home Camp Road

DuBois, Pennsylvania 15801

CLEARFIELD COUNTY

COURT OF COMMON PLEAS

CIVIL

DIVISION

TERM,

No. 04-1676-CD

CIVIL ACTION

"NOTICE

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

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

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

"AVISO

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

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

CIVIL ACTION

1. Plaintiff, Ford Motor Credit Company, is a corporation duly organized and existing under the laws of the State of Delaware, and authorized to do business in the Commonwealth of Pennsylvania, with offices located at One American Road, Dearborn, Michigan 48122.

2. Defendant(s) Mark A. Snyder is/are individual(s) residing at the address(es) contained in the caption of the case.

3. On or about May 4, 1999, Defendant(s) (buyer) entered into a written Automobile Instalment Contract (hereinafter called the Contract) to purchase a "Vehicle" from a dealer (creditor) as fully described in said Contract, said purchase to be made according to the terms, prices and conditions contained within the aforesaid Contract, a true and correct copy of said Contract being attached hereto, made part hereof, and marked Plaintiff's Exhibit "A".

4. "Creditor" subsequently assigned the aforesaid Contract to Plaintiff, Ford Motor Credit Company.

5. Subsequently, Defendant(s) did default upon the aforesaid Contract by failing to make timely installment payment to Plaintiff and in accordance therewith the entire remaining balance became due and payable immediately.

6. The aforesaid Contract further provides that in the event of default, Plaintiff may repossess the "Vehicle" and sell same in accord with the terms of the aforesaid Contract.

7. The aforesaid Contract further provides that buyer agrees to pay lawyers fees and legal costs permitted by law.

8. As a consequence of the foregoing, there is currently due and owing to Plaintiff by the Defendant(s) the following sums:

BALANCE WHEN REPOSSESSED	\$13,007.97
LESS: Sale Proceeds	7,600.00
Physical Damage Insurance Premium Refund	.00
Credit Life Insurance Premium Refund	.00
Accident & Health Insurance Premium Refund	.00
Finance Charge Refund	.00
ADD: Earned but Unpaid Credit Charges	820.38
Unpaid Late Charges	62.12
Repossession Expense	<u>630.90</u>
Balance Owing	\$6,921.37
Customer Payments Received after establishment of Deficiency	<u>1,570.00</u>
SUB TOTAL	\$5,351.37
Interest	1,551.90
Plus Attorney's fees of 20%	<u>1,380.65</u>
TOTAL DUE	\$8,283.92

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

WHEREFORE, Plaintiff demands that judgment be entered against Defendant(s) in favor of Plaintiff in the amount of \$8,283.92 together with interest and costs.

HAYT, HAYT & LANDAU

By: 

Arthur Lashin, Esquire
Attorney for Plaintiff

FLORIDA SIMPLE INTEREST VEHICLE RETAIL INSTALMENT CONTRACT

DATE 05/04/99

Buyer (and Co-Buyer) Name and Address (including County and Zip Code) MARK A SNYDER A415XLJ1 1701 NORTH FLAGLER DR #106 WEST PALM BEACH, PALM BEACH, FL 33407	CREDITOR (Seller Name and Address) PALM BEACH LINCOLN-MERCURY INC 2301 OKEECHOBEE BLVD WEST PALM BEACH, FL
---	---

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

New/Used	Year and Make	Model	GVW if Truck (lbs.)	Vehicle Identification Number	Use For Which Purchased
USED	98 HYUNDAI	SONATA		KMHCF24F3WA092869	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trade-in	93 FORD	\$ 4590.00	\$ 3462.42
	Year and Make	Gross Allowance	Amount Owning

1. Cash Price.....		\$15625.70 (1)
2. Down Payment		
(a) Third Party Rebate Assigned to Creditor.....	\$	N.A.
(b) Cash Paid.....	\$	1536.00
(c) Deferred Down Payment Due.....	\$	N.A.
(d) Cash Down Payment (a, b, plus c).....	\$	1536.00
(e) Trade-in (Description Above).....	\$	1127.58
Total Down Payment (d plus e).....		\$ 2663.58 (2)
3. Unpaid Balance of Cash Price (1 minus 2).....		\$12962.12 (3)
4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)		
To Public Officials		
(i) for license, title & registration fees	\$	N.A.
(ii) for official fees	\$	N.A.
(iii) for documentary stamps	\$	45.85
(iv) for taxes (not in Cash Price)	\$	N.A.
Total (iii + iv).....		\$ 45.85
To Insurance Companies for:		
Credit Life Insurance.....	\$	N.A.
Credit Disability Insurance.....	\$	N.A.
To _____ for _____	\$	N.A.
To _____ for _____	\$	N.A.
Total.....		\$ 45.85 (4)
5. Amount Financed (3 plus 4).....		\$13007.97 (5)

CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

1. Buyer understands that he has the option of assigning any other policy or policies buyer owns or may procure for the purpose of covering this retail installment sale and the policy need not be purchased from the creditor in order to obtain credit.

Buyer Signs _____

2. Buyer understands that the credit life coverage may be deferred if, at the time of application, buyer is unable to engage in employment or unable to perform normal activities of a person of like age and sex, if the proposed credit life insurance policy contains this restriction.

Buyer Signs _____

3. Buyer understands that the benefits under the policy will terminate when buyer reaches a certain age and that buyer's age is accurately represented on the application or policy.

Buyer Signs _____

<input type="checkbox"/> Credit Life	Insurer
\$ A.	Premium
	Signature

<input type="checkbox"/> Credit Disability	Insurer
\$ A.	Premium
	Signature

<input type="checkbox"/> Other Insurance	Type of Insurance	Insurer
	Premium	Signature

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

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

- ☐ Comprehensive ☒ \$ N.A. Deductible Collision
☐ Fire-Theft-Combined Additional Coverage
☐ Towing and Labor
☐ Term _____ Months (Estimate)
☐ Premium \$ _____ N.A.

YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your down payment
14.90 %	\$5631.63	\$13007.97	\$18639.60	\$2663.58 of \$21303.18

Payment Schedule	Number of payments	Amount of Each payment	When Payments are due
Your payment schedule will be:	59	\$ 310.66	monthly starting 18 JUN 1999

Prepayment: If you pay off your account early, you will not have to pay a penalty.
Late Payment: You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 5 percent of the late amount or \$50.00, whichever is less.
Security Interest: You are giving a security interest in the vehicle being purchased.
Contract: Please see this contract for additional information on security interest, non payment, default, the right to require repayment of your debt in full before the scheduled date and prepayment penalty.

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

BUYER: Mark A Snyder CO-BUYER: _____

NOTICE TO THE BUYER	
a. Do not sign this contract before you read it or if it contains any blank spaces. b. You are entitled to an exact copy of the contract you sign. Keep it to protect your legal rights.	
Buyer acknowledges receipt of a true and completely filled in copy of this contract at the time of signing.	
<u>Mark A Snyder</u> Buyer Signs	_____ (Co) Buyer Signs

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

Seller: PALM BEACH LINCOLN-MERC Derek S. Chapman

QUESTIONS?



PLEASE CALL US AT 1-800-727-7000

SEE BACK FOR ADDITIONAL AGREEMENTS

ORIGINAL

55-001

EXHIBIT "A"

ADDITIONAL AGREEMENTS

A. Payments: You must make all payments when they are due. You may prepay your debt at any time without penalty. This is a simple interest contract. The actual finance charge you agree to pay will depend on your payment patterns. The actual finance charge may exceed the disclosed Finance Charge if you make your payments later than the scheduled dates or in less than the scheduled amount. Your payment will be applied first to the earned and unpaid part of the Finance Charge and then to the unpaid Amount Financed. The Finance Charge is earned by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time that the unpaid Amount Financed is outstanding.

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

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

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

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

D. Vehicle Insurance: You must insure yourself and the Creditor against loss or damage to the vehicle. The type and amount of insurance must be approved by the Creditor. Whether or not the vehicle is insured, you must pay for it if it is lost, damaged, or destroyed.

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

E. Late Charge: You will have to pay a late charge on the portion of each payment received more than ten days late. The charge is shown on the front. You must also pay any cost paid by the Creditor to collect any late payment, as allowed by law. Acceptance of a late payment or late charge does not excuse your default or mean that you can keep making payments after they are due. The Creditor may take the steps set forth below if there is any default.

F. Default: You will be in default if:

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

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

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

The money from the sale, less the allowed expenses, will be used to pay the amount still owed on this contract. Allowed expenses are those paid as a direct result of having to retake the vehicle, hold it, prepare it for sale, and sell it. Lawyers' fees and legal costs permitted by law are allowed, too. If there is any money left (a surplus), it will be paid to you. If the money from the sale is not enough to pay off this contract and costs, you will pay what is still owed to the Creditor.

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

NOTICE - ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.*

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

***Does not apply if purchased for commercial or agricultural use. In that case, you (debtor) will not assert against any assignee or subsequent holder of this contract any claims, defenses, or setoffs which you may have against the seller or manufacturer of this vehicle.**

GUARANTY

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

Guarantor _____ Address _____

Guarantor _____ Address _____



STATE OF ARIZONA

:

SS

COUNTY OF MARICOPA

:

AFFIDAVIT

Gina Tormanen

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



Gina Tormanen

Sworn to and subscribed

before me this day

SEP 28 2004

of

, 20

Notary Public



"OFFICIAL SEAL"
AIMEE JO ZEITLER-NEALY
Notary Public - State of Arizona
County of Maricopa
My Com. Exp. Nov. 6, 2007

Date: 10/25/2004

Clearfield County Court of Common Pleas

NO. 4188905

Time: 09:08 AM

Receipt

Page 1 of 1

Received of: Lashin, Arthur (attorney for Ford Motor Credit Com \$ 0.00

Zero and 00/100 Dollars

Case: 2004-01676-CD	Plaintiff: Ford Motor Credit Company	Amount
Civil Complaint		0.00
Billable		
Total:		0.00

Payment Method: Cash

William A. Shaw, Prothonotary/Clerk of Courts

By: _____
Deputy Clerk

Clerk: BILLSHAW

Duplicate Reprinted: 11/1/2004 by BILLSHAW

Replacement
check
for Mark Snyder

04-1676-CD

[REDACTED]

04/10/28 FILE SUIT
HAYT, HAYT & LANDAU

FORD MOTOR COST ACCOUNT
3400 MARKET STREET
PHILADELPHIA, PA 19106

002682

OUR

No. 002682

FILE NO.

20105231

Re: FORD MOTOR CREDIT COMPANY VS: SNYDER/MARK A
Your File #: 04-1676-CD

FILE SUIT

COLLECTION			COSTS AND EXPENSES			SUIT FEE		COMMISSION	
PRINCIPAL +	INTEREST +	CUMULATIVE COLL	REFUND	INCURRED	RECEIVED	EARNED	EARNED	EARNED	EARNED
.00	.00	.00	.00	85.00	.00	.00	.00	.00	.00

Date: 11/04/2004

Clearfield County Court of Common Pleas

NO. 1889845

Time: 02:19 PM

Receipt

Page 1 of 1

Received of: Lashin, Arthur (attorney for Ford Motor Credit Com \$ 85.00

Eighty-Five and 00/100 Dollars

Case: 2004-01676-CD	Litigant: Ford Motor Credit Company vs. Mark A. Snyder	Amount
Civil Complaint		85.00
Total:		85.00

Check: 2682

Payment Method: Check

Amount Tendered: 85.00

Clerk: BANDERSON
Duplicate

William A. Shaw, Prothonotary/Clerk of Courts

By: _____
Deputy Clerk

In The Court of Common Pleas of Clearfield County, Pennsylvania

FORD MOTOR CREDIT COMPANY

VS.

SNYDER, MARK A.

COMPLAINT

Sheriff Docket #

16534

04-1676-CD

SHERIFF RETURNS

NOW NOVEMBER 15, 2004 AT 9:30 AM SERVED THE WITHIN COMPLAINT ON MARK A. SNYDER, DEFENDANT AT RESIDENCE, 6054 HOME CAMP ROAD, LOT #8, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MARK A. SNYDER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: DEHAVEN/COUDRIET

Return Costs

Cost	Description
61.12	SHERIFF HAWKINS PAID BY: ATTY CK# 2664
10.00	SURCHARGE PAID BY: ATTY CK# 2665

Sworn to Before Me This

30th Day Of Nov. 2004


WILLIAM A. SHAW

Prothonotary

My Commission Expires

1st Monday in Jan. 2006

Clearfield Co., Clearfield, PA

So Answers,


by Mark A. Hamr

Chester A. Hawkins

Sheriff

FILED ^{EGK}
09:30 AM
NOV 30 2004

William A. Shaw
Prothonotary/Clerk of Courts

ORIGINAL

ORIGINAL

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

FORD MOTOR CREDIT COMPANY

vs.

NUMBER: 04-1676-CD

MARK A. SNYDER

PRAECIPE FOR DEFAULT JUDGMENT AND ASSESSMENT OF DAMAGES

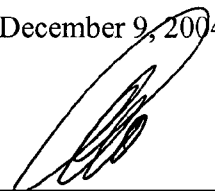
TO THE PROTHONOTARY:

Kindly enter judgment in favor of Plaintiff and against the Defendant(s) Mark A. Snyder for failure to answer Plaintiff's Complaint, endorsed with twenty (20) day notice to plead, served upon Defendant(s) on November 15, 2004 and assess damages as follows:

Unpaid Balance	\$ 5,351.37
Plus Interest	1,551.90
Late Charges	.00
Plus Attorney's Fees	1,380.65
Less Credits, if any	<u>.00</u>
TOTAL DUE	\$8,283.92

Pursuant to PaR.C.P. 237.1, I hereby certify that notice to file this Praecipe was mailed to the above named Defendant(s) and the Attorney of Record (if applicable) on December 9, 2004 and copy/copies of same is/are attached hereto

FILED


M 11:37 AM
DEC 23 2004
Set to Att'y.William A. Shaw
Prothonotary
ARTHUR LASHIN, ESQUIRE #23425
Attorney For Plaintiff
HAYT, HAYT & LANDAU
400 Market Street
6th Floor
Philadelphia, Pennsylvania 19106
(215) 928-1400

COURT OF COMMON PLEAS

AFFIDAVIT OF NON-MILITARY SERVICE

FORD MOTOR CREDIT COMPANY : STATE OF PENNSYLVANIA
vs.
MARK A. SNYDER : SS
: COUNTY OF PHILADELPHIA

Arthur Lashin, being duly sworn according to Law, deposes and says that he represents the Plaintiff in the above entitled case; that he is authorized to make this Affidavit on behalf of the Plaintiff; and that the above named Defendant(s) is (are) 18 + years of age; the address of Defendant(s) is 6054 Home Camp Road, Dubois, Pennsylvania 15801 Occupation of Defendant(s) is unknown; and the Defendant(s) is (are) not in the Military Service of the United States, nor any State of Territory thereof or its Allies as defined in the Soldiers' and the Sailors' Civil Relief Act of 1940 and amendments thereto.




Arthur Lashin, Esquire, #23425
Attorney for Plaintiff

Prothonotary

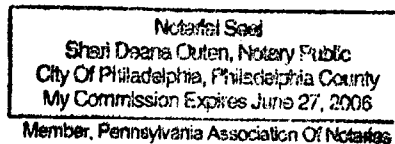
Sworn to and subscribed before

me this 20th day of December

20 04 A.D.,


Notary Public

My commission expires:



HAYT, HAYT & LANDAU

BY: ARTHUR LASHIN, ESQUIRE

IDENTIFICATION NO. 23425

SIXTH FLOOR

400 MARKET STREET

PHILADELPHIA, PA 19106-2509

(215) 928-1400

ATTORNEY FOR PLAINTIFF

DATE: DECEMBER 9, 2004

FORD MOTOR CREDIT COMPANY
One American Road
Dearborn, Michigan 48122

vs.

MARK A. SNYDER
6054 Home Camp Road
Dubois, Pennsylvania 15801

CLEARFIELD COUNTY

COURT OF COMMON PLEAS
CIVIL DIVISION

TERM,

No. 04-1676-CD

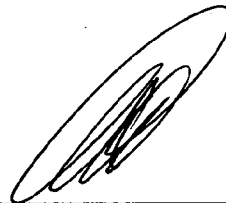
NOTICE OF INTENTION TO TAKE DEFAULT
PURSUANT TO PA.R.C.P 237.1

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

You should take this paper to your lawyer at once, if you do not have a lawyer, go to or telephone the office set forth below. This office can provide you with information about hiring a lawyer.

If you cannot afford to hire a lawyer, this office may be able to provide you with information about agencies that may offer legal services to eligible persons at a reduced fee or no fee.

Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641



ARTHUR LASHIN, ESQUIRE, #23425



OFFICE OF THE PROTHONOTARY

COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

PROTHONOTARY

To: Mark A. Snyder
6054 Home Camp Road
Dubois, Pennsylvania 15801

COPY

FORD MOTOR CREDIT COMPANY

vs.

MARK A. SNYDER

COURT OF COMMON PLEAS
CLEARFIELD County

Term, 1

No. 04-1676-CD

NOTICE

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a Judgment has been entered against you in the above proceeding as indicated below.

William Lashin

Prothonotary

- ☒ Judgment by Default (\$8,283.92 plus court costs)
- ☐ Money Judgment
- ☐ Judgment in Replevin
- ☐ Judgment for Possession
- ☐ Judgment on Award of Arbitration
- ☐ Judgment on Verdict
- ☐ Judgment on Court Findings

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL:

ATTORNEY ARTHUR LASHIN, Esquire

(Insert Attorney's Name)

at this telephone number: (215) 928-1400.

COPY

COPY

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

FORD MOTOR CREDIT COMPANY

vs.

NUMBER: 04-1676-CD

MARK A. SNYDER

PRAECIPE FOR DEFAULT JUDGMENT AND ASSESSMENT OF DAMAGES

TO THE PROTHONOTARY:

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Unpaid Balance	\$ 5,351.37
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Plus Interest	1,551.90
---------------	----------

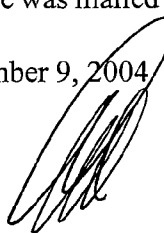
Late Charges	.00
--------------	-----

Plus Attorney's Fees	1,380.65
----------------------	----------

Less Credits, if any	<u>.00</u>
----------------------	------------

TOTAL DUE	\$8,283.92
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Pursuant to PaR.C.P. 237.1, I hereby certify that notice to file this Praecipe was mailed to the above named Defendant(s) and the Attorney of Record (if applicable) on December 9, 2004 and copy/copies of same is/are attached hereto



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

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

Ford Motor Credit Company
Plaintiff(s)

No.: 2004-01676-CD

Real Debt: \$8,283.92

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Mark A. Snyder
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: December 23, 2004

Expires: December 23, 2009

Certified from the record this 23rd day of December, 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

Praecipe for Writ of Execution - Money Judgments.

FORD MOTOR CREDIT COMPANY

vs.

MARK A. SNYDER

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

NO. 04-1676-CD

Term, 19

PRAECIPE FOR WRIT OF EXECUTION

To the Prothonotary:

Issue writ of execution in the above matter,

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

(2). against the following property MARK A. SNYDER

_____ of defendant(s) and

(3). against the following property in the hands of (name) S & T BANK garnishee;

(4). and index this writ

(a) against MARK A. SNYDER

_____ defendant(s) and

(b) against S & T BANK, as garnishee,

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

PERSONAL PROPERTY LEVY AT: 6054 Home Camp Road, DuBois, PA 15801

BANK ATTACHMENT AT: S & T BANK, 12-14 W. Long Avenue, DuBois, PA 15801

KINDLY SERVE INTERROGATORIES UPON THE ABOVE LISTED GARNISHEE.

(Specifically describe property)

(If space insufficient, attach extra sheets)

(5). Amount due

Interest from 12/23/04

Costs (to be added)

\$ 8,283.92

\$ 26.43

\$ _____

Prothonotary costs
125.00

Attorney for Plaintiff(s)

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

Proth'y. No. 63

FILED

12:34 PM
JAN 26 2005

William A. Shaw
Prothonotary/Clerk of Courts

RECEIVED
JAN 26 2005
12:34 PM
CLERK OF COURTS
CLEARFIELD COUNTY
PA 16801

BANK ATTACHMENT & LEVY

BANK ATTACHMENT AT:

S & T BANK
12-14 W. Long Avenue
Dubois, PA 15801

PERSONAL PROPERTY LEVY AT:

6054 Home Camp Road
Dubois, PA 15801

FILED

JAN 26 2005

William A. Shaw
Prothonotary/Clerk of Courts

No. 04-1676-CD Term, 19
No. Term, 19

IN THE COURT OF COMMON
PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT COMPANY

MARK A. SNYDER
vs.

Præcipe for Writ of Execution

RECEIVED WRIT THIS _____ DAY

of _____ A.D., 19____

at _____ M.

Sheriff

WRIT OF EXECUTION
(Money Judgments)

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

Attorney for Plaintiff(s)

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

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

Prothonotary/Clerk of Courts

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

Ford Motor Credit Company

Vs.

NO.: 2004-01676-CD

Mark A. Snyder

S & T Bank
Garnishee

COPY

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due FORD MOTOR CREDIT COMPANY, Plaintiff(s) from MARK A. SNYDER, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
Personal Property
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of S & T Bank:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: **\$8,283.92**
INTEREST from 12/23/04: **\$26.43**
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 01/26/2005

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

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

Sheriff

William A. Shaw
Prothonotary/Clerk Civil Division

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



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20103
NO: 04-1676-CD

PLAINTIFF: FORD MOTOR CREDIT COMPANY
vs.
DEFENDANT: MARK A. SNYDER

Execution PERSONAL PROPERTY / INTERROGATORIES

SHERIFF RETURN

DATE RECEIVED WRIT: 01/26/2005

LEVY TAKEN 04/18/2005 @ 2:40 PM

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 02/08/2006

DETAILS

04/18/2005 @ 2:40 PM SERVED MARK A. SNYDER

SERVED MARK A. SNYDER, DEFENDANT, AT HIS RESIDENCE 6054 HOME CAMP ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MARK A. SNYDER

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND COPY OF THE LEVY AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

04/15/2005 @ 10:15 AM SERVED S & T BANK

SERVED S & T BANK, GARNISHEE, BY HANDING TO CHERYL JOHNSON, PERSONAL BANKER FOR S & T BANK, AT HER PLACE OF EMPLOYMENT S & T BANK 614 LIBERTY BLVD., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA

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

@ SERVED

NOW, APRIL 15, 2005, RECEIVED A LETTER FROM THE PLAINTIFF'S ATTORNEY TO CLOSE THE WRIT OF EXECUTION DUE TO BANKRUPTCY FILING.

FILED
019:2724
FEB 08 2006
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20103
NO: 04-1676-CD

PLAINTIFF: FORD MOTOR CREDIT COMPANY

vs.

DEFENDANT: MARK A. SNYDER


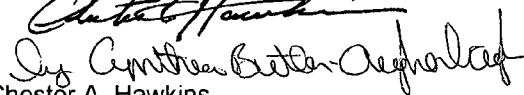
Execution PERSONAL PROPERTY / INTERROGATORIES

SHERIFF RETURN

SHERIFF HAWKINS \$124.65

SURCHARGE \$30.00 PAID BY ATTORNEY

So Answers,



Chester A. Hawkins
Sheriff

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

Ford Motor Credit Company

Vs.

NO.: 2004-01676-CD

Mark A. Snyder

S & T Bank
Garnishee

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due FORD MOTOR CREDIT COMPANY, Plaintiff(s) from MARK A. SNYDER, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:

Personal Property

- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of S & T Bank:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: **\$8,283.92**

INTEREST from 12/23/04: **\$26.43**

PROTH. COSTS: \$

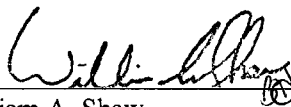
ATTY'S COMM: \$

DATE: 01/26/2005

PAID: **\$125.00**

SHERIFF: \$

OTHER COSTS: \$



William A. Shaw

Prothonotary/Clerk Civil Division

Received this writ this 26th day
of January A.D. 2005
At 3:00 A.M./P.M.

Christopher A. Hanks
Sheriff

By Arthur Lashin, Esq.

Requesting Party: Arthur Lashin, Esq.

400 Market St., 6th Floor

Philadelphia, PA 19106

(215) 928-1400

**PERSONAL PROPERTY SALE
SCHEDULE OF DISTRIBUTION**

NAME MARK A. SNYDER

NO. 04-1676-CD

NOW, February 07, 2006, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of Mark A. Snyder to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

PLAINTIFF COSTS, DEBT AND INTEREST:

RDR	9.00
SERVICE	9.00
MILEAGE	15.39
LEVY	20.00
MILEAGE	15.39
POSTING	
HANDBILLS	
COMMISSION	0.00
POSTAGE	1.48
HANDBILLS	10.00
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	9.00
ADD'L POSTING	
ADD'L MILEAGE	15.39
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$124.65

DEBT-AMOUNT DUE	8,283.92
INTEREST @ %	0.00
FROM TO	

PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	30.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	26.43
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$8,590.00

COSTS:

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
SHERIFF COSTS	124.65
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	

TOTAL COSTS	\$249.65
TOTAL COSTS	\$8,590.00

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

CHESTER A. HAWKINS, Sheriff

LAW OFFICES OF
HAYT, HAYT & LANDAU
SIXTH FLOOR
400 MARKET STREET
PHILADELPHIA, PA. 19106-2513
(215) 928-1400
FAX (215) 928-1514

April 11, 2005

Clearfield County Sheriff's Office
1 North Second Street
Clearfield, PA 16380

Re: Ford Motor Credit Company
vs.
Mark A. Snyder
Term Number: 04-1676-CD

To the Sheriff:

Please mark your file closed with regard to the above referenced Writ of Execution and return the unused portion of our deposit.

Thank you.

Very truly yours,

HAYT, HAYT & LANDAU

By: 
Arthur Lashin

AL:bp

NOTE: DEFENDANT FILED BANKRUPTCY.