

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  
SIXTH FLOOR  
400 MARKET STREET  
PHILADELPHIA, PA 19106-2509  
(215) 928-1400

ATTORNEY FOR PLAINTIFF

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 <sup>cc</sup>  
M 10:57 AM APR 15 2005  
APR 15 2005

William A. Shaw  
Prothonotary/Clerk of Courts

HAYT, HAYT & LANDAU

By: \_\_\_\_\_

Attorney for Plaintiff

FILED  
N 245 67 Pd 85.00  
,cc to attorney  
'cc to defendant  
'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-C

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 comparecencia 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 requerir 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 SUFFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELÉFONO 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) <b>MARK A SNYDER</b> <i>A415XLJ1</i> 1701 NORTHERN FLAGLER DR #106 WEST PALM BEACH, PALM BEACH, FL 33407	CREDITOR (Seller Name and Address) <b>PALM BEACH LINCOLN-MERCURY INC</b> 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

## DETERMINATION OF CREDIT PRICE

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.** \$ **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 instalment 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	Insure
\$ <b>N.A.</b>	Premium <b>N.A.</b>
Signature _____	

<input type="checkbox"/> Credit	Insure
\$ <b>N.A.</b>	Premium <b>N.A.</b>
Signature _____	

<input type="checkbox"/> Disability	Insure
\$ <b>N.A.</b>	Premium <b>N.A.</b>
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.

## QUESTIONS?



PLEASE CALL US AT 1-800-727-7000

SEE BACK FOR ADDITIONAL AGREEMENTS

95-001

ORIGINAL

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

Payment Schedule	<input checked="" type="checkbox"/> Number of payments	Amount of each payment	When payments are due
Your payment schedule will be:	59	\$ <b>310.66</b>	monthly starting
	final	\$ <b>310.66</b>	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.

*Mark A Snyder*

(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: *Burt J. Chapman III, Jr.* *Mark A. Snyder*

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.

#### 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 \_\_\_\_\_

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.**



STATE OF ARIZONA :

SS

COUNTY OF MARICOPA :

AFFIDAVIT

**Gina Tomanen**

, 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 Tomanen**

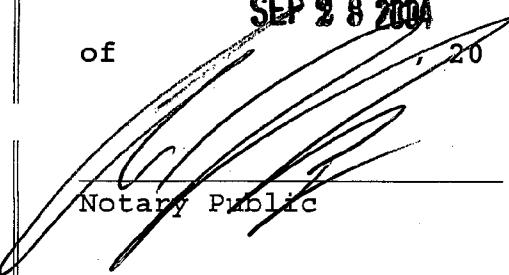
Sworn to and subscribed

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  
Time: 09:08 AM

**Clearfield County Court of Common Pleas  
Receipt**

NO. 4188905  
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		
<b>Total:</b>		<b>0.00</b>

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]

04/19/28 FILE SUIT  
**HAYT, HAYT & LANDAU**

FORD MOTOR COST ACCOUNT  
400 MARKET STREET  
PHILADELPHIA, PA 19106

No. 002682  
FILE NO. 20105231  
OUR

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

FILE SUIT

COLLECTION	PRINCIPAL + INTEREST +	CUMULATIVE COLL	REFUND	INCURRED	COSTS AND EXPENSES	SUIT FEE	COMMISSION
	.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
<b>Total:</b>		<b>85.00</b>

Check: 2682

Payment Method: Check

William A. Shaw, Prothonotary/Clerk of Courts

Amount Tendered: 85.00

By: \_\_\_\_\_  
Deputy Clerk

Clerk: BANDERSON

Duplicate

**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**

<b>Cost</b>	<b>Description</b>
<b>61.12</b>	<b>SHERIFF HAWKINS PAID BY: ATTY CK# 2664</b>
<b>10.00</b>	<b>SURCHARGE PAID BY: ATTY CK# 2665</b>

---

**Sworn to Before Me This**

30<sup>th</sup> Day Of Nov. 2004

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

**So Answers,**

Chester A. Hawkins  
Chester A. Hawkins  
Sheriff

FILED  
04-30-04  
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

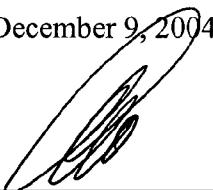
PRAECIPE FOR DEFAULT JUDGMENT AND ASSESSMENT OF DAMAGES

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 Pa.R.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

FILED  
M 11/3/2004  
Sgt to attorney  
DEC 23 2004

William A. Shaw  
Prothonotary

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 or 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

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Prothonotary

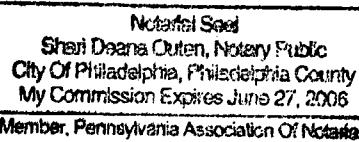
Sworn to and subscribed before

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

CLEARFIELD COUNTY

*COURT OF COMMON PLEAS*  
CIVIL DIVISION

FORD MOTOR CREDIT COMPANY  
One American Road  
Dearborn, Michigan 48122

vs.

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

*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

COPIES

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

FORD MOTOR CREDIT COMPANY

vs.

MARK A. SNYDER

: COURT OF COMMON PLEAS  
: CLEARFIELD County  
: \_\_\_\_\_ Term, \_\_\_\_\_  
: \_\_\_\_\_ 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.

*Willie 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

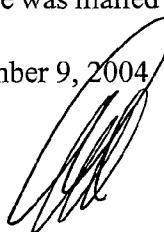
**PRAECLPICE FOR DEFAULT JUDGMENT AND ASSESSMENT OF DAMAGES**

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>
<b>TOTAL DUE</b>	<b>\$8,283.92</b>

Pursuant to PaR.C.P. 237.1, I hereby certify that notice to file this Praeclpice 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

Praeclipe 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

PRAECLYPE 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 6<sup>th</sup>  
1/2/2005 to Shaff  
JAN 26 2005 Atty pd 20.00  
William A. Shaw  
Prothonotary/Clerk of Courts

SEARCHED INDEXED  
SERIALIZED FILED  
1/2/2005  
Clerk of Courts  
Prothonotary  
Atty pd 20.00  
William A. Shaw  
1/2/2005

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

No. 04-1676-CD Term, 19  
No. Term, 19  
of ..... A.D., 19.....  
IN THE COURT OF COMMON  
PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
FORD MOTOR CREDIT COMPANY

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

vs.  
MARK A. SNYDER

WRIT OF EXECUTION  
(Money Judgments)

EXECUTION DEBT

Interest from - - -

Prothonotary - - -

Use Attorney - - -

Use Plaintiff - - -

Attorney's Comm. -

Satisfaction - - -

Sheriff - - -

125.00

Attorney for Plaintiff(s)

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

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

**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  
04/27/05  
FEB 08 2005  
S

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,

  
Sgt. Amitha Better-Aghaleg  
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):

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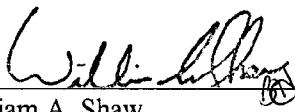
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AMOUNT DUE: **\$8,283.92**  
INTEREST from 12/23/04: **\$26.43**  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 01/26/2005

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

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

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

Constance A. Hendry  
Sheriff by Constance B. Hendry, Deputy

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	DEBT-AMOUNT DUE	8,283.92
SERVICE	9.00	INTEREST @ %	0.00
MILEAGE	15.39	FROM TO	
LEVY	20.00		
MILEAGE	15.39	PROTH SATISFACTION	
POSTING		LATE CHARGES AND FEES	
HANDBILLS		COST OF SUIT-TO BE ADDED	
COMMISSION	0.00	FORECLOSURE FEES	
POSTAGE	1.48	ATTORNEY COMMISSION	
HANDBILLS	10.00	REFUND OF ADVANCE	
DISTRIBUTION		REFUND OF SURCHARGE	30.00
ADVERTISING		SATISFACTION FEE	
ADD'L SERVICE	9.00	ESCROW DEFICIENCY	
		PROPERTY INSPECTIONS	
ADD'L POSTING		INTEREST	26.43
ADD'L MILEAGE	15.39	MISCELLANEOUS	
ADD'L LEVY			
BID AMOUNT		<b>TOTAL DEBT AND INTEREST</b>	<b>\$8,590.00</b>
RETURNS/DEPUTIZE			
COPIES	15.00	<b>COSTS:</b>	
		ADVERTISING	0.00
BILLING/PHONE/FAX	5.00	TAXES - COLLECTOR	
CONTINUED SALES		TAXES - TAX CLAIM	
MISCELLANEOUS		DUE	
<b>TOTAL SHERIFF COSTS</b>	<b>\$124.65</b>	LIEN SEARCH	
		ACKNOWLEDGEMENT	
		SHERIFF COSTS	124.65
		LEGAL JOURNAL COSTS	0.00
		PROTHONOTARY	125.00
		MORTGAGE SEARCH	
		MUNICIPAL LIEN	
		<b>TOTAL COSTS</b>	<b>\$249.65</b>
		<b>TOTAL COSTS</b>	<b>\$8,590.00</b>

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

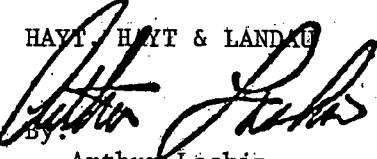
To the Sheriff:

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.