

2004-1775-CD
Fifth Third Auto vs Thomas McKenrick et al

04-1775-CD
FIFTH THIRD AUTO LEASING TRUST vs. THOMAS L. MCKENRICK, et al.

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

FIFTH THIRD AUTO LEASING TRUST

Plaintiff

No. 04-1775-CD

vs.

COMPLAINT IN CIVIL ACTION

THOMAS L. MCKENRICK AND
AMY J. MCKENRICK

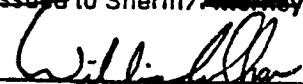
Defendants

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.
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1-705 Document
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William A. Shaw
Prothonotary

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William A. Shaw
Prothonotary/Clerk of Courts

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

FIFTH THIRD AUTO LEASING TRUST

Plaintiff No.

vs.

THOMAS L. MCKENRICK AND
AMY J. MCKENRICK

Defendant

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, Cincinnati, OH 45263.
2. Defendants are adult individuals residing at 239 Grandview Avenue, Curwensville, PA 16833.
3. On or about January 4, 2001, the parties entered into a written Closed-End Lease Agreement (hereinafter referred to as the "Agreement") for the lease of a 2001 Kia Sportage, 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.
4. By the terms of the Agreement, Defendants were to make 63 (Sixty-three) payments of \$343.00, commencing January 4, 2001, and to pay certain license fees due at the inception of the lease and during the lease term.
5. 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.
6. Plaintiff avers that Defendants defaulted under the terms of the Lease Agreement by failing to make payment to Plaintiff as promised.

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

8. After calculating the early termination charges due Plaintiff pursuant to the terms of the Lease, Plaintiff avers that a balance of \$10,095.62 as of September 23, 2004 is due from Defendants.

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

10. Plaintiff avers that such attorneys' fees will amount to \$1,500.00.

11. 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, Thomas L. Mckenrick and Amy J. Mckenrick, jointly and severally, in the amount of \$10,095.62 with continuing interest thereon at the legal rate 6.00% per annum from September 23, 2004 plus attorneys' fees of \$1,500.00 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#03396058



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.

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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.

A 1 X 10

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; \$200,000 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 deficiency noticed by Lessor 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 the due date 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. Lessor 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(A).

(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 stay 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:

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) Lessee, 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 residence 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, such as a taxi cab, public omnibus, livery, or sightseeing conveyance; (c) for any unlawful purpose; (d) 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 Lessor is unable to do so to Lessor's reasonable satisfaction, Lessee will pay Lessor an amount equal to a reasonable estimate of any reduction of 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 one. Lessor may request more than one certification during the term of this Lease. Applicable law requires Lessee to complete an odometer statement form at the conclusion of the Lease. If this form 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.

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740524305163

THIS LEASE, effective this 4TH day of 1, 20 2001 through the 4TH day of APRIL 2006, (scheduled Lease maturity date), is between FIFTH THIRD AUTO LEASING TRUST (hereinafter called "Lessor") and THOMAS L MCKENRICK AMY J MCKENRICK of PO BOX 161 PENN ST GRAMPAIN PA 16838 Street Address 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 FORD INC is the arranger of this Lease. 3396052
 DEALER NAME

27) DESCRIPTION OF VEHICLE.

				Current Mileage		
		<input type="checkbox"/> New	<input type="checkbox"/> Used	108	<u>TLm</u>	<u>ASm</u> Lessee(s) Initials
YEAR	MAKE	MODEL		BODY STYLE	VEHICLE IDENTIFICATION NUMBER	
<input type="checkbox"/> CAR <input type="checkbox"/> TRUCK <u>01</u>	<u>KIA</u>	<u>SPOR</u>		<u>SW</u>	<u>KNDJA723615032490</u>	
DESCRIPTION OF EXTRA EQUIPMENT						
<input type="checkbox"/> MANUAL TRANS <input type="checkbox"/> A.B.S. BRAKES	<input type="checkbox"/> PWR LOCKS <input type="checkbox"/> SUNROOF	<input type="checkbox"/> AUTOMATIC <input type="checkbox"/> AM-FM RADIO	<input type="checkbox"/> CELL PHONE <input type="checkbox"/> TAPE	<input type="checkbox"/> PWR SEAT <input type="checkbox"/> 4 WD	<input type="checkbox"/> PWR WINDOWS <input type="checkbox"/>	<input type="checkbox"/> C.D. PLAYER <input type="checkbox"/>
INTENDED USE <input type="checkbox"/> BUSINESS <input type="checkbox"/> 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 Lessee's first monthly payment of (a) \$ <u>343.00</u> is due on (b) <u>04 JAN 2001</u> , followed by (c) <u>62</u> payments of (d) \$ <u>343.00</u> due on \$ <u>1431.50</u> the (e) <u>3RD 41</u> of each month. The total of Lessee's monthly payments is (f) \$ <u>21609.00</u>	31) Other Charges (not part of Lessee's monthly payment) Vehicle Return Fee (if Lessee does not purchase the Vehicle) (a) \$ <u>300.00</u> Total (b) _____ (c) \$ <u>300.00</u>	32) Total of Payments (The amount Lessee will have paid by the end of the Lease) =30(f)+31(c)+33(A)(viii)-33(A)(ii)-33(A)(iii) N/A \$ <u>22997.50</u>
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33) * Itemization of Amount Due at Lease Signing or Delivery

A) Amount Due At Lease Signing or Delivery:

(i) Capitalized Cost Reduction	\$ <u>1000.00</u>
(ii) First Monthly Payment	\$ <u>343.00</u>
(iii) Refundable Security Deposit	\$ <u>N/A</u>
(iv) Title Fees	\$ <u>22.50</u>
(v) Registration Fees	\$ <u>6.00</u>
(vi) Other Taxes	\$ <u>5.00</u>
(vii) Documentation Fee	\$ <u>55.00</u>
(viii) Total	\$ <u>1431.50</u>

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

(i) Net Trade-in Allowance	\$ <u>N/A</u>
(ii) <u>98</u> yr <u>CHEVROLET</u> <u>CAVALIER</u> model	\$ <u>1431.50</u>
(iii) Rebates and Noncash Credits	\$ <u>N/A</u>
(iv) Amount to be Paid in Cash	\$ <u>N/A</u>
(v) Total	\$ <u>1431.50</u>

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

A) Gross Capitalized Cost. The agreed upon value of the Vehicle (\$ <u>21748.00</u>) 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)	\$ <u>22247.00</u>
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	\$ <u>1000.00</u>
C) Adjusted Capitalized Cost. The amount used in calculating Lessee's base monthly payment	\$ <u>21247.00</u>
D) Residual Value. The value of the Vehicle at the end of the Lease used in calculating Lessee's base monthly payment	\$ <u>6340.80</u>
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	\$ <u>14906.20</u>
F) Rent Charge. The amount charged in addition to the depreciation and any amortized amounts	\$ <u>4918.64</u>
G) Total of Base Monthly Payments. The depreciation and any amortized amounts plus the rent charge	\$ <u>19824.84</u>
H) Lease Payments. The number of payments in Lessee's Lease	\$ <u>63</u>
I) Base Monthly Payment	\$ <u>314.68</u>
J) Monthly Sales/Use Tax	\$ <u>28.32</u>
K)	\$ <u>N/A</u>
L) Total Monthly Payment	\$ <u>343.00</u>

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.

b) Capitalized Cost Reduction. The amount of any net lease in advances, rebates, or other amounts that reduces the gross capitalized cost	1000.00
c) Adjusted Capitalized Cost. The amount used in calculating Lessee's base monthly payment	21247.00
d) Residual Value. The value of the Vehicle at the end of the Lease used in calculating Lessee's base monthly payment	6340.80
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	14906.20
f) Rent Charge. The amount charged in addition to the depreciation and any amortized amounts	4918.64
g) Total of Base Monthly Payments. The depreciation and any amortized amounts plus the rent charge	19824.84
h) Lease Payments. The number of payments in Lessee's Lease	63
i) Base Monthly Payment	314.68
j) Monthly Sales/Use Tax	28.32
k)	N/A
l) Total Monthly Payment	343.00

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, twenty 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 \$ 6640.80. 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 \$	21748.00	Prior Outstanding Credit or Lease Balance \$	N/A	Lessor Admin. Fee \$	499.00
Taxes \$	N/A	Credit Life Insurance \$			N/A
Title Fees \$	N/A	Credit Disability Insurance \$			N/A
Registration Fees and/or License Fees \$	N/A	M.B.P./Warranty \$			N/A
Documentation Fee \$	N/A	GAP Contract, Coverage or Waiver \$	N/A	Total Gross Capitalized Cost \$	22247.00

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: \$ 1898.16 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	\$	Lessee wants credit life insurance X
Credit Disability CONSUMERS LIFE	\$	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) Dealer and/or Lessor may be retaining a portion of the amounts indicated in Par. 33A and/or Par. 38

42) 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.

LEASING

LESSEE

Company Name, if any

Thomas J. McNamee

Lessee

JAN 12 2001

Lessee

Amy J. McNamee

Date

Lessee Thomas J. McNamee Date

Lessee Amy J. McNamee Date

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.

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 terms of this Lease. If there are multiple guarantors signing this Lease, all will be jointly and severally liable for the obligations under this Lease.

X
Guarantor

X
Guarantor

Address

City

State

Zip Code

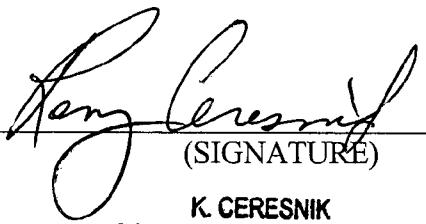
THIS LEASE IS SUBJECT TO, AND LESSEE AGREES TO BE BOUND BY, THE ADDITIONAL PROVISIONS SET FORTH ON THE OTHER SIDE HEREOF, THE SAME BEING INCORPORATED HEREIN BY REFERENCE.

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 Kenny Ceresnik
(NAME)

CONSUMER LENDING Manager of FifthThirdBank, plaintiff herein, that
(TITLE) (COMPANY)

he/she is duly authorized to make this verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his/her knowledge, information and belief.


(SIGNATURE)
K. CERESNIK
CONSUMER LENDING MGR.
FIFTH THIRD BANK

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

FIFTH THIRD AUTO LEASING TRUST

Plaintiff

No. 04-1775-CD

vs.

PRAECIPE TO REINSTATE COMPLAINT

THOMAS L. MCKENRICK AND
AMY J. MCKENRICK

Defendants

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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

WWR#03396058

FILED 1CC 4
6K 1/2/11 AM 2 reinstated
JAN 07 2005 Compl. to
William A. Shaw
Prothonotary/Clerk of Courts
4/4 pd 7:00

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

FIFTH THIRD AUTO LEASING TRUST

Plaintiff

vs.

Civil Action No. 04-1775-CD

THOMAS L. MCKENRICK AND
AMY J. MCKENRICK

Defendants

PRAECIPE TO REINSTATE COMPLAINT

Kindly reinstate the Complaint. in the above captioned matter.

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

By: _____
James C. Warmbrodt, Esquire

PA I.D. #42524

WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR #03396058

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100119
NO: 04-1775-CD
SERVICE # 1 OF 2
COMPLAINT

PLAINTIFF: FIFTH THIRD AUTO LEASING TRUST
VS.
DEFENDANT: THOMAS L. MCKENRICK and AMY J. MCKENRICK

SHERIFF RETURN

NOW, January 14, 2005 AT 11:18 AM SERVED THE WITHIN COMPLAINT ON THOMAS L. MCKENRICK DEFENDANT AT 239 GRANDVIEW AVE., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO THOMAS L. MCKENRICK, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED

GR
FEB 10 2005

07:30 AM
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100119
NO: 04-1775-CD
SERVICE # 2 OF 2
COMPLAINT

PLAINTIFF: FIFTH THIRD AUTO LEASING TRUST
vs.
DEFENDANT: THOMAS L. MCKENRICK and AMY J. MCKENRICK

SHERIFF RETURN

NOW, January 14, 2005 AT 11:18 AM SERVED THE WITHIN COMPLAINT ON AMY MCKENRICK DEFENDANT AT 239 GRANDVIEW AVE., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO THOMAS MCKENRICK, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100119
NO: 04-1775-CD
SERVICES 2
COMPLAINT

PLAINTIFF: FIFTH THIRD AUTO LEASING TRUST
vs.
DEFENDANT: THOMAS L. MCKENRICK and AMY J. MCKENRICK

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8194204	20.00
SHERIFF HAWKINS	WELTMAN	8194204	24.72

Sworn to Before Me This

So Answers,

____ Day of _____ 2005


My Muly Hawn
Chester A. Hawkins
Sheriff

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

FIFTH THIRD BANK,

Plaintiff No. 04-1775-CD

vs. PRAECIPE FOR DEFAULT JUDGMENT

THOMAS L. MCKENRICK and
AMY J. MCKENRICK,

Defendants

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#03396058
Judgment Amount \$ 11,795.06

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

1CC
m 11 22 04 Notice to
⑥ MAR 07 2005 Defs.
Statement
William A. _____ to Atty
Prothonotary Clerk of Courts
Atty pd 20.00
⑥

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

FIFTH THIRD BANK,

Plaintiff

vs.

Civil Action No. 04-1775-CD

THOMAS L. MCKENRICK and
AMY J. MCKENRICK,

Defendants

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, THOMAS L. MCKENRICK and
AMY J. MCKENRICK,, above named, in the default of an Answer, in the amount of \$11,795.06
computed as follows:

Amount claimed in Complaint	\$10,095.62
Interest from 9/23/05 at the legal interest rate of 6.0% per annum	\$199.44
Attorneys Fees	\$1,500.00
TOTAL	\$11,795.06

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, 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#03396058

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219
And that the last known address of the Defendant is: 239 GRANDVIEW AVENUE, CURWENSVILLE, PA 16833

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

FIFTH THIRD AUTO LEASING TRUST

Plaintiff

vs.

Civil Action No. 04-1775-CD

THOMAS L. MCKENRICK AND
AMY J. MCKENRICK

Defendants

IMPORTANT NOTICE

TO: Thomas L. McKenrick
239 Grandview Avenue
Curwensville, PA 16833

Date of Notice: February 14, 2005

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
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 #03396058

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

FIFTH THIRD AUTO LEASING TRUST

Plaintiff

vs.

Civil Action No. 04-1775-CD

THOMAS L. MCKENRICK AND
AMY J. MCKENRICK

Defendants

IMPORTANT NOTICE

TO: Amy J. Mckenrick
239 Grandview Avenue
Curwensville, PA 16833

Date of Notice: February 14, 2005

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
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 #03396058

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

FIFTH THIRD BANK,

Case no: 04-1775-CD

Plaintiff
vs.

THOMAS L. MCKENRICK and
AMY J. MCKENRICK,

Defendant

NON-MILITARY AFFIDAVIT

The undersigned, who first being duly sworn, according to law, deposes and states as follows:

That he/she is the duly authorized agent of the Plaintiff in the
within matter.

Affiant further states that the within Affidavit is made pursuant to and in accordance with the
Servicemembers' Civil Relief Act (SCRA), 50 U.S.C. App. § 521.

Affiant further states that based upon investigation it is the affiant's belief that the Defendant,
THOMAS L. MCKENRICK and
AMY J. MCKENRICK, is not in the military service.

Affiant further states that this belief is supported by the attached certificate from the Defense
Manpower Data Center (DMDC), which states that the Defendant, THOMAS L. MCKENRICK and
AMY J. MCKENRICK, is not in the military service.

Further Affiant sayeth naught.

Wendy L. Gault
AFFIANT

SWORN TO AND SUBSCRIBED in my presence this 15 day
of March 2008.

NOTARY PUBLIC

Notary Public
Wendy L. Gault, Notary Public
City Of Pittsburgh, Allegheny County
Commission Expires 15-2008

This law firm is a debt collector attempting to collect this debt for our 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. 04-1775-CD

THOMAS L. MCKENRICK and
AMY J. MCKENRICK,

Defendants

NOTICE OF JUDGMENT OR ORDER

TO: Plaintiff
 Defendant
 Garnishee

You are hereby notified that the following
Order or Judgment was entered against
you on 3/17/05

Assumpsit Judgment in the amount
of \$11,795.06 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.

Entry of Judgment of
 Court Order
 Non-Pro
 Confession
 Default
 Verdict
 Arbitration
Award

Prothonotary

By: _____
PROTHONOTARY (OR DEPUTY)

THOMAS L MCKENRICK JR
239 GRANDVIEW AVENUE
CURWENSVILLE, PA 16833

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219
1-888-434-0085

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

FIFTH THIRD BANK,

Plaintiff

vs.

Civil Action No. 04-1775-CD

THOMAS L. MCKENRICK and
AMY J. MCKENRICK,

Defendants

NOTICE OF JUDGMENT OR ORDER

TO: Plaintiff
 Defendant
 Garnishee

You are hereby notified that the following
Order or Judgment was entered against
you on 3/7/05

Assumpsit Judgment in the amount
of \$11,795.06 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.

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

Prothonotary

By: _____
PROTHONOTARY (OR DEPUTY)

AMY J MCKENRICK
239 GRANDVIEW AVENUE
CURWENSVILLE, PA 16833

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219
1-888-434-0085

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

Fifth Third Auto Leasing Trust
Plaintiff(s)

No.: 2004-01775-CD

Real Debt: \$11,795.06

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Thomas L. McKenrick
Amy J. McKenrick
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 7, 2005

Expires: March 7, 2010

Certified from the record this 7th day of March, 2005.

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 No. 04-1775-CD

vs. PRAECIPE TO SETTLE, DISCONTINUE
AND END WITHOUT PREJUDICE TO REFILE

THOMAS L MCKENRICK and
AMY J MCKENRICK,

Defendants 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#03396058

FILED No CC
10/18/05 Cert. of Disc.
MAR 22 2005 to Atty
William A. Shaw
Prothonotary/Clerk of Courts
copy to
CIA

(6)

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

FIFTH THIRD BANK,

Plaintiff

vs.

Civil Action No. 04-1775-CD

THOMAS L MCKENRICK and
AMY J MCKENRICK,

Defendants

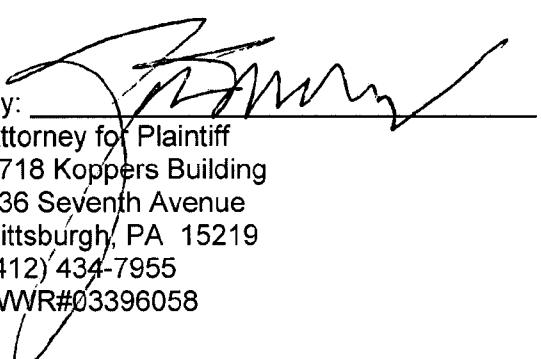
PRAECIPE TO SETTLE, DISCONTINUE
AND END WITHOUT PREJUDICE TO REFILE

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

SIR:

Settle, Discontinue and End the above-captioned matter upon the records of the Court without
prejudice to refile and mark the costs paid.

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

By: 
Attorney for Plaintiff
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#03396058

SWORN TO AND SUBSCRIBED

before me this 11 day

of March, 2005

NOTARY PUBLIC

Notary Public
Wendy L. Compton, Public
City of Pittsburgh, Allegheny County
Commissioner of Deeds

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Fifth Third Auto Leasing Trust

Vs.

No. 2004-01775-CD

Thomas L. McKenrick
Amy J. McKenrick

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on March 22, 2005, marked:

Settled, Discontinued and Ended without Prejudice to refile

Record costs in the sum of \$112.00 have been paid in full by William T. Molczan, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 22nd day of March A.D. 2005.

William A. Shaw, Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

FIFTH THIRD AUTO LEASING TRUST

VS.

MCKENRICK, THOMAS L. & AMY J.

Sheriff Docket # 16591

04-1775-CD

COMPLAINT

SHERIFF RETURNS

NOW DECEMBER 17, 2004 RETURN THE WITHIN COMPLAINT "NOT SERVED, TIME EXPIRED" AS TO THOMAS L. McKENDRICK and AMY J. McKENRICK, DEFENDANTS. NEVER RECEIVED ADDL. SURCHARGE.

Return Costs

Cost	Description
19.37	SHERIFF HAWKINS PAID BY: ATTY CK# 8167383
20.00	SURCHARGE PAID BY: <i>atty</i>

Sworn to Before Me This

____ Day Of _____ 2004

So Answers,

Chester A. Hawkins
by *Marilyn Harris*
Chester A. Hawkins
Sheriff

FILED

MAR 28 2005 *(initials)*

William A. Shaw
Prothonotary/Clerk of Courts

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

FIFTH THIRD AUTO LEASING TRUST

Plaintiff

No. 04-1775-CD

vs.

COMPLAINT IN CIVIL ACTION

THOMAS L. MCKENRICK AND
AMY J. MCKENRICK

Defendants

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#03396058

I hereby certify this to be a true
and correct copy of the original
document filed in this case

NOV 9 2004

A-1

Commonwealth
Clerk of Courts

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

FIFTH THIRD AUTO LEASING TRUST

Plaintiff No.

VS.

THOMAS L. MCKENRICK AND
AMY J. MCKENRICK

Defendant

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, Cincinnati, OH 45263.
2. Defendants are adult individuals residing at 239 Grandview Avenue, Curwensville, PA 16833.
3. On or about January 4, 2001, the parties entered into a written Closed-End Lease Agreement (hereinafter referred to as the "Agreement") for the lease of a 2001 Kia Sportage, 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.
4. By the terms of the Agreement, Defendants were to make 63 (Sixty-three) payments of \$343.00, commencing January 4, 2001, and to pay certain license fees due at the inception of the lease and during the lease term.
5. 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.
6. Plaintiff avers that Defendants defaulted under the terms of the Lease Agreement by failing to make payment to Plaintiff as promised.

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

8. After calculating the early termination charges due Plaintiff pursuant to the terms of the Lease, Plaintiff avers that a balance of \$10,095.62 as of September 23, 2004 is due from Defendants.

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

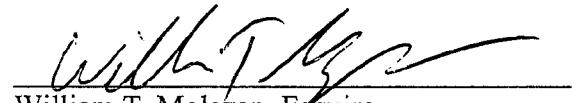
10. Plaintiff avers that such attorneys' fees will amount to \$1,500.00.

11. 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, Thomas L. Mckenrick and Amy J. Mckenrick, jointly and severally, in the amount of \$10,095.62 with continuing interest thereon at the legal rate 6.00% per annum from September 23, 2004 plus attorneys' fees of \$1,500.00 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#03396058

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) Lessee, 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, such as a taxi cab, public omnibus, livery, or sightseeing conveyance; (c) for any unlawful purpose; (d) 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) 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 of 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 one. Lessor may request more than one certification during the term of this Lease. Applicable law requires Lessee to complete an odometer statement form at the conclusion of the Lease. If this form 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.

THIS IS A LEASE AGREEMENT. THIS IS NOT A PURCHASE AGREEMENT. PLEASE REVIEW THESE MATTERS CAREFULLY AND SEEK INDEPENDENT PROFESSIONAL ADVICE IF YOU HAVE ANY QUESTIONS CONCERNING THIS TRANSACTION. YOU ARE ENTITLED TO AN EXACT COPY OF THE AGREEMENT YOU SIGN.

01725536

740524305143

THIS LEASE, effective this 4TH day of 1, 20 2001 through the 4TH day of APRIL 2006, (scheduled Lease maturity date), is between FIFTH THIRD AUTO LEASING TRUST (hereinafter called "Lessor") and THOMAS L MCKENRICK AMY J MCKENRICK Street Address PO BOX 161 PENN ST GRAMPAIN PA 16838 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 FORD INC DEALER NAME 3396052 is the arranger of this Lease.

27) DESCRIPTION OF VEHICLE.

				Current Mileage		
		<input type="checkbox"/> New	<input type="checkbox"/> Used	108	<u>1LM</u> <u>AS</u> Lessee(s) Initials	
YEAR	MAKE	MODEL	BODY STYLE	VEHICLE IDENTIFICATION NUMBER		
<input type="checkbox"/> CAR <input type="checkbox"/> TRUCK <u>01</u>	<u>KIA</u>	<u>SPDR</u>	<u>SW</u>	<u>KNDJA723615032490</u>		
DESCRIPTION OF EXTRA EQUIPMENT						
<input type="checkbox"/> MANUAL TRANS <input type="checkbox"/> A.B.S. BRAKES	<input type="checkbox"/> PWR LOCKS <input type="checkbox"/> SUNROOF	<input type="checkbox"/> AUTOMATIC <input type="checkbox"/> AM-FM RADIO	<input type="checkbox"/> CELL PHONE <input type="checkbox"/> TAPE	<input type="checkbox"/> PWR SEAT <input type="checkbox"/> 4 WD	<input type="checkbox"/> PWR WINDOWS <input type="checkbox"/>	<input type="checkbox"/> C.D. PLAYER <input type="checkbox"/>
INTENDED USE <input type="checkbox"/> BUSINESS <input type="checkbox"/> 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 Lessee's first monthly payment of (a) \$ <u>343.00</u> is due on (b) <u>04 JAN 2001</u> , followed by (c) <u>62</u> payments of (d) \$ <u>343.00</u> due on \$ <u>1431.50</u> the (e) <u>3RD 41</u> in each month. The total of Lessee's monthly payments is (f) \$ <u>21609.00</u>	31) Other Charges (not part of Lessee's monthly payment) Vehicle Return Fee (if Lessee does not purchase the Vehicle) (a) \$ <u>300.00</u> (b) _____ (c) \$ <u>300.00</u>	32) Total of Payments (The amount Lessee will have paid by the end of the Lease) N/A \$ <u>22997.50</u> =30(i)+31(c)+33(A)(viii)-33(A)(ii)-33(A)(iii)
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33) * Itemization of Amount Due at Lease Signing or Delivery

A) Amount Due At Lease Signing or Delivery:

(i) Capitalized Cost Reduction	\$ <u>1000.00</u>
(ii) First Monthly Payment	\$ <u>343.00</u>
(iii) Refundable Security Deposit	\$ <u>N/A</u>
(iv) Title Fees	\$ <u>22.50</u>
(v) Registration Fees	\$ <u>6.00</u>
(vi) Other Taxes	\$ <u>5.00</u>
(vii) Documentation Fee	\$ <u>55.00</u>
(viii) Total	\$ <u>1431.50</u>

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

(i) Net Trade-in Allowance	\$ <u>N/A</u>
(ii) <u>98</u> % C.H.W. <u>CAVA</u> Model	\$ <u>1431.50</u>
(iii) Rebates and Noncash Credits	\$ <u>N/A</u>
(iv) Amount to be Paid in Cash	\$ <u>N/A</u>
(v) _____	\$ <u>N/A</u>

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

A) Gross Capitalized Cost. The agreed upon value of the Vehicle (\$ <u>21748.00</u>) and any items	\$ <u>22247.00</u>
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)	\$ <u>22247.00</u>
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	\$ <u>1000.00</u>
C) Adjusted Capitalized Cost. The amount used in calculating Lessee's base monthly payment	\$ <u>21247.00</u>
D) Residual Value. The value of the Vehicle at the end of the Lease used in calculating Lessee's base monthly payment	\$ <u>6340.80</u>
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	\$ <u>14906.20</u>
F) Rent Charge. The amount charged in addition to the depreciation and any amortized amounts	\$ <u>4918.64</u>
G) Total of Base Monthly Payments. The depreciation and any amortized amounts plus the rent charge	\$ <u>19824.84</u>
H) Lease Payments. The number of payments in Lessee's Lease	\$ <u>63</u>
I) Base Monthly Payment	\$ <u>314.68</u>
J) Monthly Sales/Use Tax	\$ <u>28.32</u>
K) _____	\$ <u>N/A</u>
L) Total Monthly Payment	\$ <u>343.00</u>

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.

that reduces the gross capitalized cost	1000.00
C) Adjusted Capitalized Cost. The amount used in calculating Lessee's base monthly payment	21247.00
D) Residual Value. The value of the Vehicle at the end of the Lease used in calculating Lessee's base monthly payment	6340.80
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	14906.20
F) Rent Charge. The amount charged in addition to the depreciation and any amortized amounts	4918.64
G) Total of Base Monthly Payments. The depreciation and any amortized amounts plus the rent charge	19824.84
H) Lease Payments. The number of payments in Lessee's Lease	63
I) Base Monthly Payment	314.68
J) Monthly Sales/Use Tax	28.32
K)	
L) Total Monthly Payment	N/A 343.00

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, twenty 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 \$ 6640.80

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 \$	21748.00	Prior Outstanding Credit or Lease Balance \$	N/A	Lessor Admin. Fee \$	499.00
Taxes \$	N/A	Credit Life Insurance \$			N/A
Title Fees \$	N/A	Credit Disability Insurance \$			N/A
Registration Fees and/or License Fees \$	N/A	M.B.P./Warranty \$			N/A
Documentation Fee \$	N/A	GAP Contract, Coverage or Waiver \$	N/A	Total Gross Capitalized Cost \$	22247.00

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: \$ 1898.16 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 insurance X
CONSUMERS LIFE	\$	
Credit Disability	\$	Lessee wants credit disability insurance X
CONSUMERS LIFE	\$	

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) Dealer and/or Lessor may be retaining a portion of the amounts indicated in Par. 33A and/or Par. 38

42) 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

Company Name, if any

Lessee

JAN 12 2001

x Lessee

Ammy J McNease

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.

essee X Thomas J mckinney Date

Lessee X

Ammy J McNease 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 terms of this Lease. If there are multiple guarantors signing this Lease, all will be jointly and severally liable for the obligations under this Lease.

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. 11/99)

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 KENNY CERESNIK
(NAME)

CONSUMER LENDING Manager of Fifth Third Bank, plaintiff herein, that
(TITLE) (COMPANY)

he/she is duly authorized to make this verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his/her knowledge, information and belief.


(SIGNATURE)
K. CERESNIK
CONSUMER LENDING MGR.
FIFTH THIRD BANK

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

FIFTH THIRD AUTO LEASING TRUST

Plaintiff

No. 04-1775-C

VS.

COMPLAINT IN CIVIL ACTION

THOMAS L. MCKENRICK AND
AMY J. MCKENRICK

Defendants

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#03396058

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

NOV 28 2004

Attachment

• 9
F. - mary
Court of Errors

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

FIFTH THIRD AUTO LEASING TRUST

Plaintiff No.

VS.

THOMAS L. MCKENRICK AND
AMY J. MCKENRICK

Defendant

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, Cincinnati, OH 45263.
2. Defendants are adult individuals residing at 239 Grandview Avenue, Curwensville, PA 16833.
3. On or about January 4, 2001, the parties entered into a written Closed-End Lease Agreement (hereinafter referred to as the "Agreement") for the lease of a 2001 Kia Sportage, 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.
4. By the terms of the Agreement, Defendants were to make 63 (Sixty-three) payments of \$343.00, commencing January 4, 2001, and to pay certain license fees due at the inception of the lease and during the lease term.
5. 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.
6. Plaintiff avers that Defendants defaulted under the terms of the Lease Agreement by failing to make payment to Plaintiff as promised.

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

8. After calculating the early termination charges due Plaintiff pursuant to the terms of the Lease, Plaintiff avers that a balance of \$10,095.62 as of September 23, 2004 is due from Defendants.

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

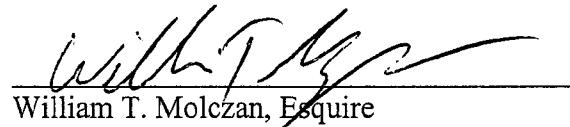
10. Plaintiff avers that such attorneys' fees will amount to \$1,500.00.

11. 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, Thomas L. Mckenrick and Amy J. Mckenrick, jointly and severally, in the amount of \$10,095.62 with continuing interest thereon at the legal rate 6.00% per annum from September 23, 2004 plus attorneys' fees of \$1,500.00 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#03396058

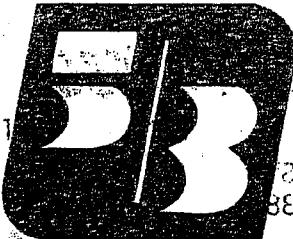


Exhibit "1"

APRIL 2006

HTA

HTA

HOME OF MCKEEMICK, MAY & MCKENNIE

TRUST COMPANY OF ILLINOIS

38801 14TH STREET, BOX 101, BIRMINGHAM, AL 35203

1000 14TH STREET, BOX 101, BIRMINGHAM, AL 35203

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.

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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.

10
AIX

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; \$200,000 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;

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(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 $\frac{1}{8}$ 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.

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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) Lessee, 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 residence 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, such as a taxi cab, public omnibus, livery, or sightseeing conveyance; (c) for any unlawful purpose; (d) 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 or 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 of 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 one. Lessor may request more than one certification during the term of this Lease. Applicable law requires Lessee to complete an odometer statement form at the conclusion of the Lease. If this form 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.

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THIS LEASE, effective this 4TH day of 1, 20 2001 through the 4TH day of APRIL 2006, (scheduled Lease maturity date), is between FIFTH THIRD AUTO LEASING TRUST (hereinafter called "Lessor") and THOMAS L MCKENRICK AMY J MCKENRICK Street Address PO BOX 161 PENN ST GRAMPAIN PA 16838 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 FORD INC is the arranger of this Lease. 3396052
 DEALER NAME

27) DESCRIPTION OF VEHICLE.

				Current Mileage		
		<input type="checkbox"/> New	<input type="checkbox"/> Used	108	<input checked="" type="checkbox"/> ^{TL}	<input checked="" type="checkbox"/> ^{AS}
YEAR	MAKE	MODEL		BODY STYLE	Lessee(s) Initials	
<input type="checkbox"/> CAR <input type="checkbox"/> TRUCK	01	KIA		SPDR	SW	
DESCRIPTION OF EXTRA EQUIPMENT						
<input type="checkbox"/> MANUAL TRANS	<input type="checkbox"/> PWR LOCKS	<input type="checkbox"/> AUTOMATIC	<input type="checkbox"/> CELL PHONE	<input type="checkbox"/> PWR SEAT	<input type="checkbox"/> PWR WINDOWS	<input type="checkbox"/> C.D. PLAYER
<input type="checkbox"/> A.B.S. BRAKES	<input type="checkbox"/> SUNROOF	<input type="checkbox"/> AM-FM RADIO	<input type="checkbox"/> TAPE	<input type="checkbox"/> 4 WD	<input type="checkbox"/> _____	<input type="checkbox"/> _____
INTENDED USE <input type="checkbox"/> BUSINESS <input type="checkbox"/> 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 Lessee's first monthly payment of (a) \$ <u>343.00</u> is due on (b) <u>04 JAN 2001</u> , followed by (c) <u>62</u> payments of (d) \$ <u>343.00</u> due on \$ <u>1431.50</u> the (e) <u>2ND 41</u> in each month. The total of Lessee's monthly payments is (f) \$ <u>21609.00</u>	31) Other Charges (not part of Lessee's monthly payment) Vehicle Return Fee (if Lessee does not purchase the Vehicle) (a) \$ <u>300.00</u> (b) _____ (c) \$ <u>300.00</u>	32) Total of Payments (The amount Lessee will have paid by the end of the Lease) N/A \$ <u>22997.50</u> =30(f)+31(c)+33(A)(viii)-33(A)(ii)-33(A)(iii)
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33) * Itemization of Amount Due at Lease Signing or Delivery

A) Amount Due At Lease Signing or Delivery:

(i) Capitalized Cost Reduction	\$ <u>1000.00</u>
(ii) First Monthly Payment	\$ <u>343.00</u>
(iii) Refundable Security Deposit	\$ <u>N/A</u>
(iv) Title Fees	\$ <u>22.50</u>
(v) Registration Fees	\$ <u>6.00</u>
(vi) Other Taxes	\$ <u>5.00</u>
(vii) Documentation Fee	\$ <u>55.00</u>
(viii)	\$ <u>1431.50</u>
Total	\$ <u>1431.50</u>

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

(i) Net Trade-in Allowance	\$ <u>N/A</u>
(ii) <u>98</u> Yr. CHEVRALE CAV Model	\$ <u>1431.50</u>
(iii) Rebates and Noncash Credits	\$ <u>N/A</u>
(iv) Amount to be Paid in Cash	\$ <u>N/A</u>
(v)	\$ <u>N/A</u>
Total	\$ <u>1431.50</u>

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

A) Gross Capitalized Cost. The agreed upon value of the Vehicle (\$ <u>21748.00</u>) and any items	\$ <u>22247.00</u>
Lessee pays over the Lease term (such as service contracts, insurance, Lessor administration fees, GAP protection, luxury tax, and any outstanding prior credit or lease balance)	\$ <u>22247.00</u>
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	\$ <u>1000.00</u>
C) Adjusted Capitalized Cost. The amount used in calculating Lessee's base monthly payment	\$ <u>21247.00</u>
D) Residual Value. The value of the Vehicle at the end of the Lease used in calculating Lessee's base monthly payment	\$ <u>6340.80</u>
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	\$ <u>14905.20</u>
F) Rent Charge. The amount charged in addition to the depreciation and any amortized amounts	\$ <u>4918.64</u>
G) Total of Base Monthly Payments. The depreciation and any amortized amounts plus the rent charge	\$ <u>19824.84</u>
H) Lease Payments. The number of payments in Lessee's Lease	\$ <u>63</u>
I) Base Monthly Payment	\$ <u>314.68</u>
J) Monthly Sales/Use Tax	\$ <u>28.32</u>
K)	\$ <u>N/A</u>
L) Total Monthly Payment	\$ <u>343.00</u>

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.

that reduces the gross capitalized cost	1000.00
C) Adjusted Capitalized Cost. The amount used in calculating Lessee's base monthly payment	21247.00
D) Residual Value. The value of the Vehicle at the end of the Lease used in calculating Lessee's base monthly payment	6340.80
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	14906.20
F) Rent Charge. The amount charged in addition to the depreciation and any amortized amounts	4918.64
G) Total of Base Monthly Payments. The depreciation and any amortized amounts plus the rent charge	19824.84
H) Lease Payments. The number of payments in Lessee's Lease	63
I) Base Monthly Payment	314.68
J) Monthly Sales/Use Tax	28.32
K)	N/A
L) Total Monthly Payment	343.00

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, twenty 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 \$ 6640.80. 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 \$	<u>21748.00</u>	Prior Outstanding Credit or Lease Balance \$	<u>N/A</u>	Lessor Admin. Fee \$	<u>499.00</u>
Taxes \$	<u>N/A</u>	Credit Life Insurance \$			<u>N/A</u>
Title Fees \$	<u>N/A</u>	Credit Disability Insurance \$			<u>N/A</u>
Registration Fees and/or License Fees \$	<u>N/A</u>	M.B.P./Warranty \$			<u>N/A</u>
Documentation Fee. \$	<u>N/A</u>	GAP Contract, Coverage or Waiver \$	<u>N/A</u>	Total Gross Capitalized Cost \$	<u>22247.00</u>

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: \$ 1898.16 **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 insurance X
CONSUMERS LIFE		
Credit Disability	\$	Lessee wants credit disability insurance X
CONSUMERS LIFE		

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) **Dealer and/or Lessor may be retaining a portion of the amounts indicated in Par. 33A and/or Par. 38**

42) **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

Company Name, if any

Lessee

JAN 12 2001

X Lessee

Ammy J McNease

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.

essee X Thomas J mckean Date

Lessee X

Ammy J McNease Date

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 terms of this Lease. If there are multiple guarantors signing this Lease, all will be jointly and severally liable for the obligations under this Lease.

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

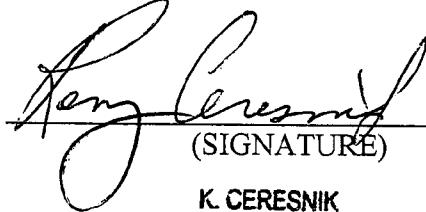
08-347-M (Rev. 11/99)

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 Kenny Ceresnik
(NAME)

CONSUMER LENDING Manager of Fifth Third Bank, plaintiff herein, that
(TITLE) (COMPANY)

he/she is duly authorized to make this verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his/her knowledge, information and belief.


(SIGNATURE)
K. CERESNIK
CONSUMER LENDING MGR.
FIFTH THIRD BANK

WWR# 03396058
5/3# 743051633