

05-492-CD  
M&T Lease vs. Bradley Peters

2005-492-CD  
M&T Lease et al v Bradley Peters

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

M & T LEASE, LLC, successor by  
merger to HIGHLAND LEASE  
CORPORATION, a subsidiary of  
M & T BANK,

Plaintiff,

No. 05-492-cd

vs.

BRADLEY E. PETERS, JR.,  
a/k/a BRAD PETERS a/k/a  
BRADLEY E. PETERS,

Defendant.

**COMPLAINT IN CIVIL ACTION**

FILED ON BEHALF OF  
Plaintiff(s)

COUNSEL OF RECORD OF  
THIS PARTY:

LORI A. GIBSON, ESQUIRE  
PA ID#68013  
JON A. MCKECHNIE, ESQUIRE  
PA ID#36268  
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APR 06 2005

William A. Shaw  
Prothonotary/Clerk of Courts

Bernstein Law Firm, P.C.  
Firm #718  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
412-456-8100

DIRECT DIAL: (412) 456-8100

**BERNSTEIN FILE NO. R0054753**

**NOTICE**

**THIS IS AN ATTEMPT BY A DEBT COLLECTOR TO COLLECT A DEBT AND ANY  
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

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

M & T LEASE, LLC, successor by  
merger to HIGHLAND LEASE  
CORPORATION, a subsidiary of  
M & T BANK,

Plaintiff, No.

vs.

BRADLEY E. PETERS, JR.,  
a/k/a BRAD PETERS a/k/a  
BRADLEY E. PETERS,

Defendant.

**NOTICE AND COMPLAINT**  
**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 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.

**Clearfield County Lawyer Referral  
Clearfield County Courthouse  
Second & Market Streets  
Clearfield, PA 16830  
814-765-2641 Ext. 50-51**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
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merger to HIGHLAND LEASE  
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vs.

BRADLEY E. PETERS, JR.,  
a/k/a BRAD PETERS a/k/a  
BRADLEY E. PETERS,

Defendant.

**COMPLAINT IN CIVIL ACTION**

1. Plaintiff, M & T Lease, LLC, is the successor by merger to Highland Lease Corporation, which is a subsidiary of M & T Bank, and maintains offices at 1100 Wehrle Drive, Williamsville, New York 14221.
2. Defendant, Bradley E. Peters, Jr., also known as Brad Peters also known as Bradley E. Peters, is an adult individual with a last known address of 410 Red School House Road, Osceola Mills, Clearfield County, Pennsylvania 16666.
3. On or about November 18, 2000, Defendant as Lessee executed a Closed-End Motor Vehicle Lease Agreement in favor of Plaintiff, for the lease of a new 2001 Dodge Dakota Truck, VIN # 1B7GG26XX1S181270. A true and correct copy of the said Agreement is attached hereto, marked Exhibit "1", and made a part hereof.
4. By the terms and conditions of the aforesaid Lease Agreement, Defendant agreed to make sixty-three (63) consecutive monthly payments to Plaintiff in the amount of \$382.11, beginning November 18, 2000.

5. Defendant defaulted under the terms of the parties' Lease Agreement by failing to make timely payments to Plaintiff.
6. Due to Defendant's failure to make the monthly payments when due, Plaintiff repossessed and resold the vehicle.
7. After applying all proceeds, Plaintiff avers that a deficiency balance of \$8,134.49 remains due and owing, as of March 3, 2005.
8. Plaintiff avers that it is entitled to interest at the legal rate of 6.00% per annum.
9. Plaintiff avers interest at the aforesaid rate amounts to \$383.58 as of March 3, 2005.
10. Plaintiff avers that the agreement provides for the addition of late charges on any past due payments.
11. Plaintiff avers late charges in the amount of \$106.40 as of March 3, 2005.
12. Under the terms of the parties' agreement, Plaintiff is entitled to recover reasonable attorneys' fees.
13. Plaintiff avers that such attorneys' fees amount to \$1,626.89 as of March 3, 2005.
14. Defendant is in default of the agreement for failure to make timely payments and by failing to pay the unpaid balance for payments and charges.

15. Despite Plaintiff's repeated requests for payment, Defendant has failed to and/or refused to pay the aforesaid balance, interest, attorney's fees, or any part thereof to Plaintiff.

WHEREFORE, Plaintiff requests judgment in its favor and against Defendant, Bradley E. Peters, Jr., also known as Brad Peters also known as Bradley E. Peters, individually, in the amount of \$10,251.36 plus interest at the legal rate of 6.00% per annum from March 4, 2005, and costs.

**NOTICE**

**THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT  
PURPOSE.**

THE BERNSTEIN LAW FIRM, P.C.

BY: 

Lori A. Gibson, Esquire  
Deborah R. Erbstein, Esquire  
Attorneys for Plaintiff  
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Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8100  
**BERNSTEIN FILE NO. R0054753**



**Acquisition Price:** The value of the Vehicle at the end of the lease term in calculating your base monthly payment = \$ 16,073.35

**Depreciation and any amortized amounts:** The amount charged of the vehicle's decline in value through normal wear and tear during the term of the lease = \$ 16,073.35

**Monthly sales/use tax:**

**Total monthly payment:**

**EARLY TERMINATION:** You may have to pay a substantial charge if you end this lease early. The earlier you end the lease, the greater the charge is likely to be.

**Excessive Wear and Use:** You may be charged for excessive wear based on our standards for normal use and for mileage in excess of 10,000 miles per year. If spaces are left blank, for mileage in excess of 10,000 miles per year, you will be charged 10 cents per mile.

**Purchase Option at End of Lease Term:** You have the option to purchase the Vehicle at the end of the lease term for \$ 16,073.35. The purchase of this car does not include optional fees such as those for taxes, tags, license and registration.

**Other Important Terms:** See your lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, insurance, and key security interest, if applicable.

#### 5. Limitation of Gross Capitalized Cost (See Item 4 above)

Acquired value of the vehicle	Sales Tax including luxury tax	Mechanical Breakdown Protection	GAP Protection	Prior Credit or Lease Balance	Other (Specify)
\$ 16,073.35	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 0.00	\$ 0.00

#### 6. Fee, Charges, Warranties and Property Insurance

**OPTIONAL FEES AND TAXES:** The total amount you will pay for optional and license fees, registration fees and taxes over the term of your lease, whether included with your monthly payments or assessed otherwise. (See Item 4 above)

**WARRANTIES:** The vehicle is subject to the following express warranties if the vehicle is new, the vehicle is subject to the manufacturer's standard new car warranty. If the box is checked, the vehicle is subject to the following express warranty or guarantee:

If the vehicle is not new, and no warranty is identified in the previous sentence, there is a express warranty on the vehicle. Unless prohibited by law, the following two sections apply: YOU ARE LEASING THE VEHICLE "AS IS." WE DISCLAIM ANY WARRANTIES IMPLIED OR EXPRESSED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. If we offer a written warranty covering the vehicle or within

**Physical Damage and Liability Insurance:** You have obtained the insurance that is required for this lease (see "Insurance" on the other side of this lease).

**NAME OF AGENT:** TELEPHONE # CONFIRMATION # INSURANCE COMPANY

#### 7. Optional Products and Services

You are not required to buy any optional products and services in order to lease the vehicle. If any optional products and services will be in the lease term, optional a different term is shown to the right. If you desire you want to buy an optional product or service, review the details of the product which describes the product or service before you initial to the right. A completed copy of the contract will be given to you as soon as practicable.

By initialing to the right, you indicate that you want to buy the optional products and services indicated. If the cost shown is not shown as part of the Limitation of Amount Due at Lease Signing above, it has been added to the Gross Capitalized Cost (see above).

90 days of the Lease Date we extend a service contract covering the vehicle, this disclaimer will not affect any implied warranties during the term of the warranty or service contract. Late Payments: No late fee will be assessed or collected when the only delinquent is late charges assessed to late delinquency. The charge for late payments is 1% of the total monthly payment.

**Disposition Fee (see "Purchase Option Fee" on "Option to Purchase Vehicle Upon Early Termination" on the other side of this lease):** \$ 300.00 plus one monthly payment.

**Early Termination Fee (see "Terms Concerning Early Termination of the Lease" on the other side of this lease):** \$ 300.00 plus one monthly payment.

#### Optional Mechanical Breakdown Protection ("MBP") Term

Lessee's Initials \_\_\_\_\_

Coverage \_\_\_\_\_

#### Optional Service Contract Term or Extended Warranty Term

Lessee's Initials \_\_\_\_\_

Coverage \_\_\_\_\_

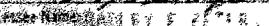
#### 8. NOTICES

**NOTICE TO THE LESSEE: YOU HAVE NO OWNERSHIP RIGHTS IN THE VEHICLE UNLESS AND UNTIL YOU EXERCISE YOUR OPTION TO PURCHASE THE VEHICLE. DO NOT SIGN THIS LEASE BEFORE YOU READ BOTH SIDES OF IT OR IF IT CONTAINS ANY BLANK SPACE TO BE FILLED IN. YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS LEASE WHEN YOU SIGN IT. BY SIGNING THE LEASE, YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED AND READ A COMPLETED COPY OF THIS LEASE BEFORE SIGNING IT.**

#### 9. LESSEE SIGNATURES (check if other than individual(s)) Corporation Partnership LLC or LLP Sole Proprietorship

Lessee Signature 

Lessee Signature

Lessee's Last Name 

Type/Not Lessee Name

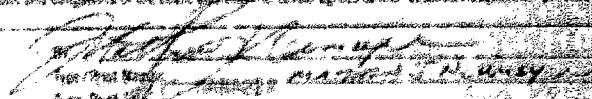
**INFORMATION SHARING NOTIFICATION AND CONSENT:** Unless you check the box below, you authorize us, or other assignee of this lease, the Assignee, to make available to us, Access to all or any and all of the information, including a credit report that you or we may have to authorize the sharing of information which we or the Assignee are permitted to share by law, with others.

#### 10. LESSOR'S ACCEPTANCE AND ASSIGNMENT

The Lessor's acceptance signature indicates the Lessor has accepted the terms and conditions of the lease and that the Lessor agrees to the "Assignment of Lease" provision.

Assignee Name: Michelin Lease Corporation

P.O. Box 5179, Buffalo, NY 14240-5179

  
Type/Print Name \_\_\_\_\_  
Type/Print Name \_\_\_\_\_  
Type/Print Name \_\_\_\_\_

#### IF YOU DO NOT MEET YOUR OBLIGATIONS UNDER THIS LEASE, WE MAY RETAKE THE VEHICLE.

#### LEASE GUARANTY

The Guarantor agrees below, understanding that the Lessor and Lessee named above have entered into a valid lease agreement, the Lessor dated as of the date hereof, to additionally guarantee all and future, name of whom ever it may concern, name and address of the lessee, including the "Guarantor", in event of default, to whom under the lease I shall pay notwithstanding any amount due from the Lessor or take any action required of the lessee under the lease. My liability under this Guaranty is limited and will not be affected by any defacement, extension, renewal or modification of the lease. By the discharge of lease, the obligations, whether or not in operation, of the lessor, damage, disbursements, and disbursements and expenses of every kind and nature I agree to pay all expenses including attorney and legal expenses you pay, or are trying to collect all or any part of the lease, and in releasing this Guaranty, the lessor is an absolute, continuing and unconditional creditor, and I am an absolute, continuing and unconditional debtor. After acceptance of the lease, the Guarantor may be entitled to terminate or terminate with the Assignee a six month contract. Any part of this Guaranty which is terminated with the Assignee, shall be terminated, and to the extent of such right, be without affecting the rest of this Guaranty. If more than one party signs this Guaranty, each shall be personally liable and severally obligated. Each signs on behalf of any corporation or entity, and be their authority to sign on behalf of such corporation, and by so signing, to bind the corporation or entity to this lease.

Signed in the presence of:

Signature of Guarantor

Signature of Assignee

Printed Name of Guarantor

Printed Name of Assignee

Printed Name of Lessor

You will be in default if: You fail to make a monthly payment when it is due; • You fail to pay any amount you owe under the Lease when it is due or when demand is made; • You provide any false or misleading information in any lease application; • You fail to maintain the required insurance; • You lose possession of the Vehicle by confiscation, forfeiture or other involuntary transfer regardless of whether the Vehicle is the subject of any criminal, administrative or other proceedings; • You or your property become subject to bankruptcy proceedings; • You die and there is no surviving lessee; • The Vehicle is lost, stolen or damaged beyond repair; • You assign this Lease or transfer this Vehicle; • You fail to keep any other promise or obligation under the Lease or Violate any other term of the Lease.

If you default, we may, but are not required to, take action to protect our interest in the Vehicle (such as driving, repossess). Our action does not cure your default. Amounts we spend taking such action, such as, but not limited to, action court costs and reasonable attorney's fees, will be added to your lease obligations and will bear lease charges, if permitted by law. If we end this Lease because of your default, you entitle us to cancel any MCP or other optional product or service you bought in connection with this Lease and to receive any refund or credit due upon such cancellation to apply to amounts you owe. After giving any notice required by law, and subject to any waiting periods imposed by law, we may peaceably repossess the Vehicle, wherever we may find it, you authorise us to enter onto any property where the Vehicle may be to take possession of it and remove it. We may use the license plates on the Vehicle in moving it to a storage place. After we repossess the Vehicle, we will hold it free of any rights you may have under this Lease, subject to any right you may have under the law to cure a breach or redeem the Vehicle. Unless you tell us within 48 hours of any personal property you claim was in the Vehicle when it was repossessed, we will not be responsible for that property. This Item 11 will survive termination of this Lease.

1980年1月1日施行的《中华人民共和国著作权法》

(i) you may terminate (end) the Lease before the end of the lease term under the following conditions: if you are not in default under the Lease, you may either end the Lease by returning the Vehicle to us and paying us, within five business days of the date we make demand, your early termination liability fee below, or you may purchase the Vehicle by paying us the amount described in Item 13(i), "Option to Purchase Vehicle Upon Early Termination".

(ii) We may end the Lease before the end of the lease term under the following circumstances: if you are in default we may end the Lease. You must return the Vehicle to the place we designate. You must pay us, within five business days of the date we make demand, your early termination liability fee below.

Upon early termination, you agree to pay the following charges: • An Early Termination fee as shown on the other side of this lease. • Any unpaid monthly payments and other amounts then due. • Any official fees and taxes imposed in connection with terminating and • The amount by which the adjusted lease balance exceeds the Vehicle's realized value at termination. If we have to take possession of the vehicle from you, you will pay to us the amount we have to pay for expenses in doing so, including reasonable attorney's fees and court costs as permitted by law. If we have to store the vehicle and pay storage charges, you will pay us the amount of the storage charges. We will not charge us all attorney's fees in connection with this lease.

We figure your adjusted lease balance, which is the balance subject to the lease charge, using the "constant yield method". "Constant yield method" means the method of determining the lease charge portion of each base monthly payment under which the lease charge for each month is carried in advance by multiplying the constant rate implicit in the Lease times the balance subject to lease charge and the time during the Lease term. At any given time during the Lease term, the adjusted lease balance is the difference between the adjusted capitalized cost and the sum of (a) an depreciation amount per cap during the previous monthly period, and (b) the depreciation portion of the first base monthly payment. The periodic lease charge calculations are based on the assumption that you will receive your payments on their exact due dates and that the Lease goes to its full term.

The residual value of the Vehicle is: the price we receive for the Vehicle at disposition, the highest offer we receive for disposition of the Vehicle, or the fair market value of the Vehicle at the end of the lease term. We will add to this amount any costs we incur in disposing of the Vehicle, for example, an auction fee.

(c) To the extent there charge take into account the value of the Vehicle at termination, if you disagree with the value we assign to the Vehicle, you may obtain, at your own expense, and within 10 business days from the termination date, an independent third party agreeing to you and to us, a professional appraisal of the wholesale value of the Vehicle which could be realized at sale. We will then use the discounted value as the starting point.

If we have to pay someone to help us collect the amount you owe us, we will add the amount we have to pay to the amount you owe us. This may include reasonable attorney's fees and court costs, if permitted by law.

13.01.2013 10:11:11 Geographie

(g) **Insurance.** You agree to maintain, in your name, the following types and amounts of primary insurance for the Lease term and until you return the Vehicle: Public liability insurance with coverage limits of at least \$100,000.00 per person if one person is injured and \$200,000.00 if more than one person is injured; uninsured motorists coverage; property damage liability insurance with coverage of at least \$50,000; collision and comprehensive fire and theft with a deductible amount of no more than \$500; and coverages required by law in your State if greater than or in addition to these coverages. You can obtain insurance at your expense through any agent, broker, or insurer of your choice. This required insurance must be in effect before you take delivery of the Vehicle and may not be cancelled until after you return the Vehicle to us. The insurance company and the policy must be reasonably acceptable to us. The policy must provide us with no less than 30 days' written notice of cancellation or reduction in coverage for any reason. Collision liability and/or comprehensive insurance must name you as the insured and us as an additional insured and loss payee. If we ask you must furnish us with satisfactory evidence that the required insurance is in effect. You must notify us and the insurer within 48 hours of any event causing loss. You must cooperate fully with us and the insurer in providing full, complete and accurate information about the loss. If the Vehicle is damaged and you fix it to our satisfaction, we will pay you any insurance proceeds not later received if you did not item in detail. You authorize us to file a proof of loss if you do not, and to sign your name to any check or draft representing insurance proceeds. You agree that you do not have the right to, and will not, revoke the power you have given us in this a proof of loss and the power to sign your name to a check or draft representing insurance proceeds. You agree that we may exercise these powers for our benefit and not for your benefit, except as provided in this Lease and by law.

**NOTICE: PHYSICAL DAMAGE OR LIABILITY INSURANCE COVERAGE FOR PERSONAL INJURY AND PROPERTY DAMAGE TO OTHERS IS NOT INCLUDED IN THIS LEASE.**

**4. Your Gap Liability and Gap Waiver.** You are liable for the "gap amount." The "gap amount" is the difference between the amount you would owe for which you would owe in the absence of gap protection under this Lease, in the event of a total loss of the Vehicle before the end of the lease term, as造成的 by fire, theft or physical damage, and the actual cash value we receive from your insurance company. The amount does not include the deductible under your insurance policy, or any amounts by which you are in default. For a fee, we may waive our right to collect the gap amount from you. If we do, the cost of such waiver appears in either Item 4 or 5. Our waiver of our right to collect the gap amount from you is conditioned on, our receipt of: (a) all amounts due under the Lease as of the date of our receipt of the insurance proceeds, or, if no such date is specified, as of the date of the Vehicle's total loss; (b) an amount equal to your deductible and any other subtractions from the actual cash value of the Vehicle under your policy; and (c) insurance proceeds from the insurance policy required under this Lease. Gap protection may also be available from a third party. If so, and you select third party gap protection, the cost of the protection will appear in either Item 4 or 5 and the terms and conditions of the coverage will appear in the box under "Gap Protection is not available in all states."

**Standards for Wear and Use.** When you return the Vehicle at the end of the lease term, you will be liable for applicable charges for excess wear and use. The following standards apply for determining unallowable or excess wear and use. The vehicle must be able to pass any inspection required by law, even if an inspection is not then due. The vehicle must have matching tires (not rebates) comparable to those on the vehicle when it was delivered to you, with at least 1/8" of tread remaining at the lowest spot. The engine, drive train, odometer, and other mechanical and electrical parts shall operate and not be damaged. There must be no scratches, dents, pits, rust areas, mismatched paint or cracks in or on theenders, bumpers, grill, hood, trunk, roof or doors. No special identification or decal will appear on the vehicle. There must be no rag, tears, burns, scuffing or excessive wear in the carpet, seat covers, headlining or dashboard. The windows, lenses and lights shall not be cracked or broken. The vehicle identification number in Item 2 must not have been altered or deleted. There must be no frame or suspension damage. We determined the amount of your hire-reasonable payment in part on the mileage shown in Item 4, "Excessive Wear and Use." Unless you buy the vehicle at the end of the lease term, you will return it to us in the condition in which you received it, except for reasonable wear and use.

**11. Security Deposit.** Unless required by law, we do not keep the security deposit separate in a bank or otherwise on our books. We may apply some or all of the security deposit to you or to any unused security deposit will be returned to you at the end of the lease. We have no fiduciary duty to you with respect to the security deposit. No interest, including

**Option to Purchase Vehicle Upon Early Termination** You have an option to buy the Vehicle prior to the end of the term. The price will be the adjusted lease balance (see Terms concerning Early Termination of the Lease, above) plus a purchase option fee as shown in "Early Termination Purchase Option Fee" on the other side of this Lease, plus any other charges due and unpaid under this Lease. You must also pay any taxes or fees imposed on the sale of the Vehicle to you. You must give us 30 days' notice in writing of your intent to buy the vehicle.

"Return of the Vehicle." If you do not buy the Vehicle, you must return the Vehicle to us at the end of the lease term and place no damage to it. We will return the Vehicle to them condition. When you return the Vehicle, you must give us a completed, signed odometer disclosure statement. You agree to pay us any amounts you are under the lease and have not paid. We may apply all or part of these amounts toward the final payment. The final payment is the amount you are supposed to pay plus any interest you will pay on any monthly amount equal to the total monthly payment and other amounts that may cause us to charge you. This provision does not permit you to keep the Vehicle unless you get our permission. You will pay us when you return the Vehicle.

pay us a monthly amount equal to the lesser monthly payment and either amounts that may come due. Your payment does not permit you to keep the Vehicle unless you get our permission in advance. You will pay us upon return of the Vehicle, a disposition fee as shown as "Disposition fee" on the other side of this Loan.

**(b) Maintenance.** You will maintain the Vehicle in good working order and repair. You will pay all operating costs, such as gasoline, oil, and replacement tires. You will, at your expense, service the Vehicle according to the owner's manual maintenance schedule. If the Vehicle is rented, you will make the usual rental charges or service arrangements to maintain the Vehicle in a clean condition.

**Official Fees and Taxes, Registration and Parking Tickets.** Register the Vehicle. You must keep the Vehicle constantly registered in our name. You are leasing the Vehicle, and have no right to it except to use it as permitted by the lease and to exercise your purchase option. You must pay all pending tickets and traffic fines relating to the Vehicle and a Ticket Processing Fee of \$25 for every summons issued to you in connection with the Vehicle, whether or not you are found to be at fault. If you do not pay such tickets and fines, you authorize us to do so for you and in your name, and you will repay us these amounts on demand. You agree that you do not take the vehicle, and will not receive, the power you have given us to pay such tickets and fines. You agree that we may encash this power by our account with the appropriate court or agency, and that you will be liable to us for the amount of the fine and by law. We may assume sufficient to what you owe us, plus any fee or tax we charge to collect the amount due us. Personal Property Taxes. You shall be responsible for all taxes and fees assessed on behalf of the state or local government on the vehicle, and understand that the taxes disclosed in the lease are only estimates. Personal Property Taxes. If you do not pay the other fees and taxes and interest or penalties are assessed upon us as a result of our negligence, you must pay the interest or penalties when due or reimburse us if we pay them. You must pay any personal property taxes that may be assessed on the Vehicle, whether you are billed directly for them by the government, or whether we pay them and bill you for them or include the amount of such taxes as part of your monthly payment. If we pay any personal property taxes directly and then bill you for them, or if we include the tax owed as part of your monthly payment, you agree to pay us upon demand an annual \$25 for Processing Fee. The actual total of fees and taxes may be higher or lower than the amount of the processing fee.

If you move the Vehicle to another state and re-registration is required, you agree to re-register the Vehicle and to pay all costs and expenses of registration, and you agree to pay any increased taxes imposed by such state as part of your monthly payment. You also agree to pay us upon demand an administrative fee of \$40 to pay for our expenses in connection with such registration.

**Returned Check Charge.** If any check you give us in payment of any obligation under this Lease is dishonored or returned for any reason, you agree to pay a returned check fee of \$20, but if applicable law permits a higher amount or funds such a fee has been assessed, will assess. In addition, the following amounts:

**4. Use of the Vehicle.** You will keep the Vehicle permanently garaged at the address shown in this Lease. You will keep the Vehicle free from any liens or claims. You have the risk of loss and are responsible for the Vehicle's damage or destruction. You will not allow unlicensed drivers to drive the Vehicle. You will not use the Vehicle for more than 30 days outside the state where the Vehicle was first titled without my prior written permission. If we permit you to register the Vehicle in another state, you agree to pay all of our costs of re-registration. We are not required to permit you to move the Vehicle to another state.

**4.1 Acknowledgment.** You acknowledge you have examined the Vehicle. You acknowledge that the Vehicle is equipped as you want, that it has no missing parts and that it is in good condition and the odometer mileage is as shown in Item 2. You accept the Vehicle for all purposes of the Lease. You further acknowledge you have taken delivery of the Vehicle, the Odometer. You are required to maintain accurate mileage records of your usage of the Vehicle. Normally, usage is determined solely by the odometer in the Vehicle. However, if the odometer should break for any reason, you must immediately repair or replace the odometer and be able to provide us with proper supporting documentation to indicate the date and mileage when the odometer failed and the date when it was repaired or replaced. If the odometer malfunctioned or was tampered with and you cannot substantiate the mileage shown on the odometer, you agree to pay the amount the Vehicle's market value has been reduced by reason of additional miles not reflected on the odometer, the liability to determine the Vehicle's actual mileage, or both. This paragraph will survive termination of the Lease.

(b) **Odometer Disclosure.** Federal law requires you to properly certify the Vehicle's mileage at the time of title application, whether or not the Vehicle is returned to us. This certification is needed so that we can transfer ownership of the vehicle. Failure to certify the mileage or making a false statement may result in fines and/or imprisonment. You must certify the mileage even if you buy the Vehicle. We will transfer title to the Vehicle and provide incorrect odometer information, either because you did not provide a certification to us or you made a false statement, to the extent not prohibited by law, you are liable for and will indemnify us against any claims, damages, penalties, fines or losses, including our court costs and attorney's fees, which we may incur in connection with your failure to comply with the law. This provision will survive termination of the lease.

**11. Indemnification.** You agree to indemnify us and hold us and our assigns, agents, and insurers harmless, to the extent not prohibited by law, from all damages, injuries, claims, demands, and expenses, including reasonable attorney's fees, arising out of the condition, maintenance, use or operation of the Vehicle, including a claim under the strict liability doctrine.

**10. Assignment of Returned Premiums and Other Amounts.** You assign to us as payee uninsured returned premiums or charges or other amounts relating to insurance or any optional product or service sold in connection with this Policy and returned to us. You will bear no liability, increase or credit with respect to such amounts.

**3. Right Of Set-Off:** The Landlord reserves a right of set-off in any of your property in our possession. When we assign (transfer) our rights in this Lease, the Assignee will obtain the right of set-off. If you default, the Assignee may exercise the right of set-off and apply any of your property in the Assignee's possession, including unpaid accounts, to sums you owe on this Lease.

**Waiver.** If we fail to exercise any right or remedy at any time, we do not waive the right to do so at a later time.

3)  **Giving Notice.** Notices may be given personally or sent by first class mail to the address shown on the front side of this lease. Notices shall be deemed given to us when they are personally given or actually received at our address shown in Item 1 or as we otherwise direct from time to time. Notices shall be deemed given to you when they are personally given or placed in the mail addressed to you at your address then shown on our records, even though you might not actually receive our mailed notice. You agree that 10 days' notice is a reasonable notice period, unless state law requires a longer period, in which case you agree that the state required notice is reasonable.

**Assignment and Transfer of the Vehicle. YOU MAY NOT ASSIGN THE LEASE OR TRANSFER THE VEHICLE WITHOUT OUR PRIOR WRITTEN PERMISSION. We may assign all or**

11. General. This Lease is the entire agreement between you and us. We have not made any promise to you that is not in this Lease. Any change to this Lease must be in a writing that is signed by you and us. If any provision of this Lease is found to be void or unenforceable, this Lease is to be read as if that provision were never contained in this Lease.

**10. Governing Law.** If any part of the Lease is invalid, unenforceable or illegal in any jurisdiction, the part that is invalid, unenforceable or illegal will not be effective as to that jurisdiction. The rest of the Lease will be enforceable. If you lease the Vehicle primarily for personal, family or household purposes, the law of the state in which you reside will govern the Lease and any interpretation of the Lease. If this Lease is not primarily for personal, family or household purposes, you agree that the laws of the state in which the original Lessor does business, as set forth in Item 1, shall govern this Lease and your obligations.

**Assignor's Assignment:** The dealer signing the "Assignor's Acceptance and Assignment" on the front side of this Lease ("Dealer"), for valuable consideration, receipt of which is hereby acknowledged, does hereby sell, assign, and transfer to Highland Lease Corporation, all of Dealer's right, title and interest in and to the within Lease, all amounts due and to become due under and the vehicle described therein ("Vehicle"), to induce Highland Lease Corporation to accept this Assignment. Dealer warrants that: (1) the lease is genuine, valid and enforceable according to its terms and accurately reflects the Lease transaction described therein in all respects and is subject to no defenses, setoffs or counterclaims; (2) Dealer has good title to Vehicle, free and clear of all liens and encumbrances and that no prohibition exists against the making of this Assignment; (3) the Lessee is competent, is not a minor, and has a bona fide intent which Dealer has presented to and accepted by Highland Lease Corporation; (4) the Dealer has fully complied with all applicable state, federal and local laws and regulations; (5) the Vehicle has been delivered to and has been accepted by the lessee and is in the lessee's possession; (6) to the Dealer's best knowledge and belief, all information set forth in the lessee's application submitted to Highland Lease Corporation is true, accurate and complete; (7) Dealer knows of no facts or circumstances which will impair the Lease's validity or value; (8) the lessee has obtained the necessary insurance in accordance with the terms of the lease and the Dealer has delivered the required insurance certificate to Highland Lease Corporation; (9) the Dealer has delivered to Highland Lease Corporation a copy of the manufacturer's invoice and certificate of origin and shall return to Highland Lease Corporation a copy of the updated vehicle registration forms after such forms have been accepted by the appropriate motor vehicle registration office. In the event of a breach by the Dealer of any warranty listed above, the remedies available to the Assignee shall include requiring the Dealer to repurchase the Vehicle and the Lease for the full amount shown on the Assignee's books, including any reasonable attorneys' fees and court costs in addition to any other remedies set forth in the dealer agreement currently in effect between Dealer and Assignee.

**VERIFICATION**

The undersigned does hereby verify subject to the penalties of Pa. C.S. § 4904 relating to unsworn falsification to authorities, that he/she is the Banking Officer for the Plaintiff herein, that he/she is duly authorized to make this Verification, and that the facts set forth in the forgoing Complaint in Civil Action are true and correct to the best of his/her knowledge, information and belief.

  
Vincent J. DiCarlo II (sign)  
Vincent J. DiCarlo II (print)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100382  
NO: 05-492-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: M&T LEASE, LLC

vs.

DEFENDANT: BRADLEY E. PETERS, JR., a/k/a BRAD PETERS a/k/a BRADLEY E. PETERS

SHERIFF RETURN

NOW, April 25, 2005 AT 8:12 AM SERVED THE WITHIN COMPLAINT ON BRADLEY E. PETERS JR. aka BRAD PETERS aka BRADLEY E. PETERS DEFENDANT AT 410 RED SCHOOL HOUSE ROAD, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DEANNA RODKEY, GIRLFRIEND/ADULT AT RESIDENCE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

FILED

0/3/05/2005  
APR 27 2005

William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	BERNSTEIN	33710	10.00
SHERIFF HAWKINS	BERNSTEIN	33710	34.20

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2005

So Answers,

  
Chester A. Hawkins  
Sheriff

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

M & T LEASE, LLC, successor by  
merger to HIGHLAND LEASE  
CORPORATION, a subsidiary of  
M & T BANK,

Plaintiff,

No. 05-492-CD

vs.

**PRAECIPE FOR DEFAULT JUDGMENT**

BRADLEY E. PETERS, JR.,  
a/k/a BRAD PETERS a/k/a  
BRADLEY E. PETERS,

Defendant.

**FILED**

JUN 20 2005

112:30 AM

William A. Shaw

Prothonotary  
NOTICE TO DEBTOR  
STATEMENT TO ATTORNEY

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

DEBORAH R. ERBSTINE, ESQUIRE  
PA ID#86470  
NICHOLAS D. KRAWEC, ESQUIRE  
PA ID #38527  
CHRISTOPHER M. BOBACK, ESQUIRE  
PA ID #91730

Bernstein Law Firm, P.C.  
Firm #718  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
412-456-8100

DIRECT DIAL: (412) 456-8100

**BERNSTEIN FILE NO. R0054753**

**NOTICE**

**THIS IS AN ATTEMPT BY A DEBT COLLECTOR TO COLLECT A DEBT AND ANY  
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

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

M & T LEASE, LLC, successor by  
merger to HIGHLAND LEASE  
CORPORATION, a subsidiary of  
M & T BANK,

Plaintiff, No. 05-492-CD  
vs.

BRADLEY E. PETERS, JR.,  
a/k/a BRAD PETERS a/k/a  
BRADLEY E. PETERS,

Defendant.

**PRAECIPE FOR DEFAULT JUDGMENT**

To the Prothonotary:

Kindly enter Judgment against the Defendant, Bradley E. Peters, Jr., also known as Brad Peters also known as Bradley E. Peters, and in favor of the Plaintiff, M & T Lease, LLC, is the successor by merger to Highland Lease Corporation, which is a subsidiary of M & T Bank, in the default of an Answer, in the amount of \$10,381.07, plus continuing interest at the rate of 6.00% per annum on the declining balance computed as follows:

Amount claimed in Complaint	\$10,251.36
Interest from 3/4/2005 to 6/8/2005	\$ 129.71
<b>TOTAL</b>	<b>\$10,381.07</b>

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

BERNSTEIN LAW FIRM, P.C.

By:   
Deborah R. Erbstein, Esquire

Attorney for Plaintiff  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8100

**BERNSTEIN FILE NO. R0054753**

Plaintiff: c/o Bernstein Law Firm, P.C., Suite 2200 Gulf Tower, Pittsburgh, PA 15219  
Defendant: 410 RED SCHOOL HOUSE ROAD, OSCEOLA MILLS, PA 16666

**VERIFICATION**

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities, that the parties against whom Judgment is to be entered according to the Praecipe attached are are not active members of the Armed Forces of the United States or any other military or non-military service covered by the Servicemembers Civil Relief Act, as amended, December, 2003 ("SCRA"). The undersigned further states that if said party is engaged in military or non-military service, as defined within the SCRA, the undersigned is without receipt of or knowledge of an Application for Relief as required by the SCRA. The undersigned further states that the information is true and correct to the best of the undersigned's knowledge and belief and upon information received from others.

A handwritten signature in black ink, appearing to read "Silvers", is written over a horizontal line. The signature is fluid and cursive, with a large, stylized 'S' at the beginning.

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

M & T LEASE, LLC, successor by  
merger to HIGHLAND LEASE  
CORPORATION, a subsidiary of  
M & T BANK,

Plaintiff,

vs.

Civil Action No. 05-492-CD

BRADLEY E. PETERS, JR.,  
a/k/a BRAD PETERS a/k/a  
BRADLEY E. PETERS,

Defendant.

**IMPORTANT NOTICE**

TO: BRADLEY E. PETERS, JR.,  
a/k/a BRAD PETERS a/k/a  
BRADLEY E. PETERS  
410 RED SCHOOL HOUSE ROAD  
OSCEOLA MILLS PA 16666

Date of Notice: May 17, 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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE:

**Clearfield County Lawyer Referral  
Clearfield County Courthouse  
Second & Market Streets  
Clearfield, PA 16830  
814-765-2641 Ext. 50-51**

Bernstein Law Firm, P.C.

By: /s/Deborah R. Erbstein, Esquire  
Deborah R. Erbstein, Esquire  
Nicholas D. Krawec, Esquire  
Attorney for Plaintiff  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8100  
**BERNSTEIN FILE NO. R0054753**

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

M & T LEASE, LLC, successor by  
merger to HIGHLAND LEASE  
CORPORATION, a subsidiary of  
M & T BANK,

Plaintiff,  
vs.  
No. 05-492-CD

BRADLEY E. PETERS, JR.,  
a/k/a BRAD PETERS a/k/a  
BRADLEY E. PETERS,

Defendant.

NOTICE OF JUDGMENT OR ORDER

TO:  Plaintiff  
 Defendant  
 Garnishee

You are hereby notified that the following Order or judgment  
was entered against you on June 20, 2005.

Assumpsit Judgment in the amount  
of \$10,381.07, 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.

BRADLEY E. PETERS, JR.,  
a/k/a BRAD PETERS a/k/a  
BRADLEY E. PETERS  
410 RED SCHOOL HOUSE ROAD  
OSCEOLA MILLS PA 16666

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

Prothonotary

By:

  
PROTHONOTARY (OR DEPUTY)

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

M & T Lease, LLC  
Highland Lease Corporation  
M & T Bank  
Plaintiff(s)

No.: 2005-00492-CD

Real Debt: \$10,381.07

Atty's Comm: \$

Vs. Costs: \$

Int. From: \$

Bradley E. Peters Jr. Entry: \$20.00  
Defendant(s)

Instrument: Default Judgment

Date of Entry: June 20, 2005

Expires: June 20, 2010

Certified from the record this June 20, 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

M & T LEASE, LLC, successor by  
merger to HIGHLAND LEASE  
CORPORATION, a subsidiary of  
M & T BANK,

Plaintiff,

No. 05-492-CD

vs.

CERTIFICATE OF SERVICE OF  
INTERROGATORIES FOR DISCOVERY  
OF ASSETS IN AID OF EXECUTION

BRADLEY E. PETERS, JR.,  
a/k/a BRAD PETERS a/k/a  
BRADLEY E. PETERS,

Defendant.

FILED ON BEHALF OF  
Plaintiff(s)

COUNSEL OF RECORD OF  
THIS PARTY:

DEBORAH R. ERBSTEIN, ESQUIRE  
PA ID#86470  
NICHOLAS D. KRAWEC, ESQUIRE  
PA ID #38527  
CHRISTOPHER M. BOBACK, ESQUIRE  
PA ID #91730

Bernstein Law Firm, P.C.  
Firm #718  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
412-456-8100

BERNSTEIN FILE NO. R0054753

NOTICE

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

FILED *no cc*  
m 10:42 AM  
AUG 29 2005  
WM

William A. Shaw  
Prothonotary/Clerk of Courts

CERTIFICATE OF SERVICE

I, hereby certify that a true and correct copy of the Interrogatories for Discovery of Assets in Aid of Execution was served on the following by certified U. S. Mail, return receipt requested, postage prepaid, this 25<sup>th</sup> day of August, 2005 addressed as follows:

BRADLEY E. PETERS, JR.  
a/k/a BRAD PETERS a/k/a  
BRADLEY E. PETERS  
410 RED SCHOOL HOUSE ROAD  
OSCEOLA MILLS, PA 16666

A handwritten signature in black ink, appearing to read "Bradley E. Peters", is written over a horizontal line.