



# CIVIL COVER SHEET AND ENTRY OF APPEARANCE

## Clearfield County Court of Common Pleas

1. Case Caption:

Court Term & No.

05-914-CD

☐ Jury  
☐ Non Jury  
☐ Arbitration  
(\$0-\$50,000)

FORD MOTOR CREDIT COMPANY

2a. Plaintiff (s)  
(Name and address)

2b. Defendant(s)  
(Name and address)

**FILED** *Atty pd*  
*m/12:24 Btl \$ 8500*  
**JUN 24 2005** *2ccshff*

William A. Shaw  
Prothonotary/Clerk of Courts

Linda M. Lenhart  
16 Track Rd.  
Coalport, Pa 16627

3a- Related Cases? ☐ Yes ☒ No  
If yes, show Caption and Case Numbers

3b. Case Subject to Coordination Order? ☐ Yes ☒ No  
If yes, show Caption and Date of Order

### 4. Entry of Appearance

To the Office of Judicial Support:

Kindly enter my appearance on behalf of Ford Motor Credit Company. (a) plaintiff in this action. Papers may be served at the address set forth below.

Thomas R. Dominczyk, Esq.  
Attorney for party named above (Please print)

Address: Maurice & Needleman, P.C.

935 One Penn Center

Philadelphia, PA 19103

85248

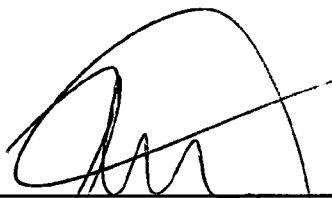
Attorney I.D. Number

Telephone: ( 215 ) 789-7151 Fax: ( 215 ) 563-8970

E-mail: \_\_\_\_\_

6/16/05

Date

  
Attorney Signature

Reverse side must be completed

Choose only the one description which best reflects the principal type, of case or relief sought from the list.

### Case Description

<b>APPEAL</b>		<b>Intentional Tort</b>	
<b>Minor Court</b>		Assault and Battery	_____
Money Judgment	_____	Libel and Slander	_____
Landlord and Tenant	_____	Defamation	_____
Code Enforcement	_____	Employment/Wrongful. Discharge	_____
Personal Injury	_____	False Imprisonment	_____
Breach of Contract	_____	Fraud	_____
Other _____	_____	Malicious Prosecution	_____
<b>Local Agency</b>		<b>Negligence</b>	
Civil Service	_____	Motor Vehicle	_____
Motor Vehicle	_____	Real Property	_____
Licenses and Inspections	_____	Premises Liability	_____
Liquor Control Board	_____	Product Liability	_____
Tax Assessment Boards	_____	Toxic Tort	_____
Zoning Board	_____	Asbestos	_____
Other _____	_____	DES	_____
		Implant	_____
		Toxic Waste	_____
		Other _____	_____
<b>Proceedings Commenced by Petition</b>		<b>Professional Malpractice</b>	
Appointment of Arbitrators	_____	Dental	_____
Change of Name	_____	Legal	_____
Compel Medical Examination	_____	Medical	_____
Election Matters	_____	Other _____	_____
Eminent Domain	_____	<b>Equity</b>	
Leave to Issue Subpoena	_____	Real Property	_____
Mental Health Proceedings	_____	Stockholders Derivative Action	_____
Other _____	_____	Waste Prevention	_____
		Other _____	_____
<b>CIVIL ACTIONS COMMENCED BY WRIT OF SUMMONS OR COMPLAINT</b>		<b>Declaratory Judgment</b>	
Abuse of Process	_____	Ground Rent	_____
Action for Wrongful Death	_____	Mandamus	_____
Class Action	_____	<b>Real Property</b>	
Confession of Judgment/Money	_____	Ejectment	_____
Confession of Judgment/	_____	Quiet Title	_____
Real Property	_____	Mortgage Foreclosure	_____
Contract	_____ <b>X</b>	Mechanics Lien	_____
Construction	_____	Partition	_____
Insurance/Bad Faith	_____	Prevent Waste	_____
Negotiable Instruments	_____	<b>Replevin</b>	_____
Other _____	_____	Saving Action Um/Uim,	_____
		Quo Warranto	_____
		Other _____	_____

**ARBITRATION MATTER  
ASSESSMENT OF DAMAGES  
HEARING NOT REQUIRED**

MAURICE & NEEDLEMAN, P.C.  
BY: Joann Needleman, Esq. Attorney's for Plaintiff  
Identification No. 74276  
Thomas R. Dominczyk, Esq.  
Identification No. 85248  
935 One Penn Center  
1617 John F. Kennedy Blvd  
Philadelphia, PA 19103  
(215) 789-7151

<p>FORD MOTOR CREDIT COMPANY 1335 S. Clearview Avenue Mesa, AZ 85216</p> <p>Plaintiff,</p> <p>v.</p> <p>LINDA M LENHART 16 Track Rd Coalport, Pa 16627</p> <p>Defendant(s).</p>	<p>CLEARFIELD COUNTY COURT OF COMMON PLEAS</p> <p>Case No.</p>
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**CIVIL ACTION COMPLAINT**

1. Plaintiff, Ford Motor Credit Company, is a Corporation with its place of business at 1335 S. Clearview Avenue Mesa, AZ 85216.
2. Defendant, Linda M Lenhart, is an individual who resides at 16 Track Rd Coalport, Pa 16627.
3. At all times relevant, the Plaintiff was in the business of loaning money on motor vehicle installment sales contracts, including but not limited to the note signed by Defendant(s), hereinafter more fully described.
4. On or about 5/18/2001, the Defendant(s) entered into a written Motor Vehicle Retail

Installment Contract, (hereinafter referred to as the "Contract"), for the purpose of obtaining financing in the amount of \$17,876.00 at an annual percentage rate of 16%, in order to purchase a certain motor vehicle, more particularly described in the Contract (hereinafter referred to as the "Vehicle"). *A copy of the Contract is attached and marked as **Exhibit A.***

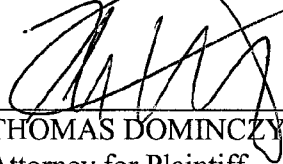
5. Pursuant to the Contract, Defendant(s) was required to make monthly payments in the amount of \$437.59 for a period of 60 months until the loan was paid in full all as is more fully set forth in the Contract.
6. Defendant(s) made monthly payments until 12/8/2004, but has failed to make any further payments thereafter, and are therefore in default of the Contract.
7. As a result of the default by Defendant(s), and pursuant to the terms of the Contract, the above-mentioned vehicle was repossessed and a notice of repossession was sent to the Defendant(s) giving the Defendant(s) the opportunity to redeem the Vehicle as well as notice of the sale date. *A copy of the notice of repossession and notice of sale date are attached and marked as **Exhibit B.***
8. The Defendant(s) failed to redeem the Vehicle and the Vehicle was sold at auction with a credit given to the Defendant in the amount of \$4,200.00.
9. After providing the aforesaid credit, a balance of \$9,757.94 was still due and owing, and a notice of the deficiency balance was sent to the Defendant. *See copy of the notice of the deficiency balance attached and marked as **Exhibit C.***

10. Pursuant to the terms of the contract, Defendant is required to pay all amounts due and owing, including any balance that may remain after the sale of the vehicle. The Defendant failed to do so. Defendant is indebted to Plaintiff for the balance of \$9,757.94.

11. The total amount due and owing at the time of the filing of this complaint is \$9,757.94.

WHEREFORE, Plaintiff, requests judgment in its favor and against the Defendant(s), in the amount of \$9,757.94, well as any additional interest and costs that may accrue and such other and further relief as this Court may deem equitable and just.

Respectfully submitted,  
MAURICE & NEEDLEMAN, P.C.




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THOMAS DOMINCZYK, ESQUIRE  
Attorney for Plaintiff

**VERIFICATION**

I, THOMAS DOMINCZYK, ESQUIRE, verify that I am the Attorney of record for Plaintiff, FORD MOTOR CREDIT COMPANY, and duly authorized to make this verification on its behalf; that statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief.

These statements are made subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.

BY:   
THOMAS DOMINCZYK, ESQUIRE

DATED: 6/14/05

**EXHIBIT “A”**



## PENNSYLVANIA SIMPLE INTEREST VEHICLE RETAIL INSTALLMENT CONTRACT

DATE 05/18/2001

Buyer (and Co-Buyer) Name and Address (including County and Zip Code)	CREDITOR (Seller Name and Address)
LINDA M LENHART RR1 BOX 22R COALPORT PA 16627	TOM SCOTT FORD 1001 WALTON ST. PHILIPSBURG PA 16886

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

New/Used	Year and Make	Model	GVW if Truck (lbs.)	Vehicle Identification Number	Use For Which Purchased
USED	1992 FORD TRUCK	EXPLORER		1FHU24E5HUB97978	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trade-In	Year and Make	Gross Allowance	Amount Owning

## ITEMIZATION OF AMOUNT FINANCED

1. Cash Price	\$ 17900.00	(1)
2. Down Payment	N/A	
Third Party Rebate Assigned To Creditor	\$ 44.80	
Cash Down Payment	\$ 3200.00	
Trade-In	\$ 644.80	
Total Down Payment	\$ 2600.00	(2)
3. Unpaid Balance of Cash Price (1 minus 2)	\$ 15300.00	(3)
4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)		
To Insurance Companies for		
Credit Life Insurance (for term of contract)	\$ N/A	
Credit Disability Insurance (for term of contract)	\$ N/A	
N/A Term N/A Months (Estimate)	\$ N/A	
To Public Officials (i) for license (\$ N/A ), title (\$ 22.50 ), & registration (\$ 42.00 ) fees \$ 64.50		
(ii) for filing fees \$ 5.00		
(iii) for taxes (not in Cash Price) \$ 972.00	\$ 1041.50	
To N/A for Messenger Service	\$ N/A	
To WYNN'S EXT SERV for NEW CAR	\$ 1500.00	
To TOM SCOTT FORD for DOC FEE	\$ 34.50	
To N/A for N/A	\$ N/A	
Total	\$ 2576.00	(4)
5. Amount Financed (3 plus 4)	\$ 17876.00	(5)

## FEDERAL TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your down payment
16.00 %	\$ 8379.40	\$ 17876.00	\$ 26255.40	\$ 28855.40

Payment Schedule	Number of payments	Amount of Each payment	When Payments are due
Your payment schedule will be:	1 final	\$ 437.59	(monthly starting 07/02/2001)

**Prepayment:** If you pay off your debt early, you will not have to pay a penalty.  
**Late Payment:** You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 2 percent of the late amount or \$50.00 whichever is less.  
**Security Interest:** You are giving a security interest in the vehicle being purchased.  
**Contract:** Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

**COMMERCIAL VEHICLES:** The charge shown in the above box for late payments applies where the vehicle purchased has a gross vehicular weight of less than 15,000 pounds. If the vehicle you purchased has a gross vehicular weight of 15,000 pounds or more, you must pay a late charge on the portion of each payment received more than 10 days late. The charge is 4 percent of the late amount or \$50, whichever is less.

If you do not meet your contract obligations, you may lose the vehicle that you are financing under this contract, as well as both parts and goods put on the vehicle and money or goods received for the vehicle.

## NON-MODIFICATION DISCLOSURE

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

BUYER: <i>Linda M Lenhart</i>	CO-BUYER:
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## NOTICE TO BUYER

Do not sign this contract in blank.  
 You are entitled to an exact copy of the contract you sign.  
 Keep it to protect your legal rights.

BUYER SIGNS (CO) BUYER SIGNS

Buyer acknowledges receipt of a true and completely filled in copy of this contract at the time of signing.

Buyer Signs	(Co) Buyer Signs
-------------	------------------

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

Seller: <i>TOM SCOTT FORD</i>	By: <i>Thomas B. Scott</i> Title: <i>President</i>
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**INSURANCE**  
 YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

YOU ARE NOT REQUIRED TO OBTAIN CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE. THIS CONTRACT WILL NOT INCLUDE THEM UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

THIS CONTRACT DOES NOT INCLUDE LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

<input type="checkbox"/> Credit Life	N/A	Insurer
\$	N/A	Premium
		Insured(s)
		Signature(s)

<input type="checkbox"/> Disability	N/A	Insurer
\$	N/A	Premium
		Insured
		Signature

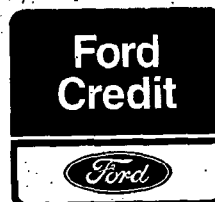
<input type="checkbox"/> Type of Insurance	N/A	Term
	N/A	\$ Premium
		Insurer
		Signature

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

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

<input type="checkbox"/> Comprehensive	<input type="checkbox"/> \$ N/A Deductible Collision
<input type="checkbox"/> Fire-Theft-Combined Additional Coverage	
<input type="checkbox"/> Towing and Labor	
<input type="checkbox"/> Term	N/A Months (Estimate)
Premium \$	N/A

## QUESTIONS?



PLEASE CALL US AT 1-800-727-7000  
 00-001

BRANCH COPY

# ADDITIONAL AGREEMENTS

**A. Payments and Summary Notice:** You must make all payments when they are due. You may prepay your debt at any time without penalty. This is a simple interest contract. The actual finance charge you agree to pay will depend on your payment patterns. The actual finance charge may exceed the disclosed Finance Charge if you make your payments later than the scheduled dates or in less than the scheduled amount. The Creditor will apply your payments first to the earned and unpaid part of the Finance Charge and then to the Amount Financed. The Creditor earns the Finance Charge by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time the unpaid Amount Financed is outstanding. If the vehicle is repossessed, you will not have a right to reinstate the contract unless the Creditor agrees.

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

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

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

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

**D. Insurance:** You must insure yourself and the Creditor against loss or damage to the vehicle. The Creditor must approve the type and amount of insurance. If the Creditor obtains a refund on insurance or service contracts, the Creditor will subtract the refund from what you owe. Whether or not the vehicle is insured, you must pay for it if it is lost, damaged, or destroyed.

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

**E. Late Charge:** You will have to pay a late charge on the portion of each payment made more than ten days late. The charge is shown on the front. Acceptance of a late payment does not excuse your default or mean that you can keep making payments after they are due. The Creditor may take the steps set forth in this contract, if there is any default.

**F. Default:** You will be in default if:

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

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

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

The Creditor will use the money from the sale, less the allowed expenses, to pay the amount still owed on this contract. Expenses paid as a direct result of having to retake the vehicle, hold it for sale, and sell it are, as permitted by law, allowed expenses. Lawyers' fees and legal costs permitted by law are allowed, too. The Creditor will pay you any money left (a surplus). You will pay any money still owing after the sale to the Creditor. If you do not pay this amount when the Creditor asks, the Creditor may charge you interest at the highest lawful rate until you pay.

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

## FTC NOTICES

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

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

## GUARANTY

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

Guarantor \_\_\_\_\_ Address \_\_\_\_\_

Guarantor \_\_\_\_\_ Address \_\_\_\_\_



**EXHIBIT “B”**

Ford Motor Credit Company  
P O BOX 17948  
GREENVILLE SC 296067948  
877 8057187

DATE: 2005-02-12

P01JD400000095  
LINDA M. LENHART  
16 TRACK RD  
COALPORT PA 16627



### STATEMENT OF SALE

Account Number: 027460203

The following property has been sold.

Year	Make	Model	Vehicle Identification Number:
1998	FORD	EXPLR	1FMYU24E5WUB97978

Balance owing on your contract (1) \$ 13,569.94

**Deduct:** Finance Charge Rebate (2) \$ 0.00

Balance less Finance Charge Rebate (1 - 2) (3) \$ 13,569.94

**Deduct:** gross proceeds of the sale (4) \$ 4,200.00

Balance less gross proceeds of the sale (3 - 4) (5) \$ 9,369.94

**Add:** Expenses of retaking and storing, and  
any attorneys' fees allowed by law, and  
expenses of reconditioning and selling. (6) \$ 388.00

**Deduct:** Insurance Premium Rebate (7) \$ 0.00

Other: (8) \$ 0.00

Deficiency\*\* (9) \$ 9757.94

Surplus\* (10) \$ N/A

The Surplus/Deficiency will change based on monies received by us (credits) or additional allowed expenses & interest added to your account (debits).

Surplus\* or Deficiency\*\*

\* If the sale resulted in a surplus, a refund for the difference will be mailed to you.

\*\* If the sale resulted in a deficiency, you should immediately remit the amount shown on line 9 to the address for payments shown below.

**For additional information call or write:**

Ford Motor Credit Company  
P.O. BOX 6508  
MESA ARIZONA 85216-6508  
(800) 732-2264

**Mail deficiency payment to:**

Ford Motor Credit Company  
DEPT 194101  
P.O. BOX 55000  
DETROIT MI 48255-1941

**EXHIBIT "C"**

Ford Motor Credit Company  
P.O. Box 17948  
Greenville SC 29606-7948  
877-805-7187

P010EP00203443  
LINDA M LENHART  
842B TERRY RD  
FT BENNING, GA 31905-2780



Date of Notice		Account Number
December 01, 2004		00000027460203
Description of Property		
Year	Make	Model
1998	FORD	EXPLR
Vehicle Identification Number:		
1FMYU24E5WUB97978		
Date of Contract	Current Balance (Net to close and unpaid late charges)	
May 18, 2001	\$ 13,761.28	
<b>CURE DATE:</b> December 13, 2004		

### NOTICE OF DEFAULT AND INTENT TO REPOSSESS

This is your notice that you've broken your contract.

Overdue Payment(s)	Due Date	Amount Due
	October 15, 2004	\$ 423.14
	November 15, 2004	\$ 437.59
		\$
Late Charges/Other Fees Due .....		\$ 17.21
<b>TOTAL AMOUNT NOW DUE</b> .....		<b>\$ 877.94</b>
(Not including amounts that become due after the date of this notice)		

If you don't pay the **TOTAL AMOUNT NOW DUE** by the **CURE DATE** stated above, we plan to repossess the above described property. If we do, you'll have the following rights.

#### RIGHT TO GET YOUR PROPERTY BACK:

You can get your property back by paying the net unpaid balance plus costs of repossession. Your balance now is stated above. If you do that before the property is sold, it will be yours. We'll have no further claim on it. This is called your right to "Redeem".

Your property will not be sold until at least **10** days after we repossess it. You can get it back by paying the balance plus costs any time before it's actually sold. The longer you wait, the more costs (including repairs) you may have to pay.

#### RIGHT TO MONEY LEFT OVER FROM SALE:

When your property is sold, the sale price minus expenses will be deducted from your debt. If any money is left over, it must be paid to you within **45** days after the sale. If you don't get this money, you may have a right to sue for it, plus penalties, under state law.

In some areas, we return repossessed property to the dealer/original creditor who sold the property. If we do that with yours, our agreement with your dealer/original creditor says that the dealer/original creditor is to sell it and pay you any money left over.

#### INSURANCE RIGHTS:

If we repossess your property, all insurance should be cancelled. You have a right to get credit for all premium refunds.

#### REMAINING DEBT:

The sale price might not cover your debt and expenses. If that happens, you'll owe the difference to us or the dealer/original creditor.

If you want to know more about these matters, please call us.

Ford Motor Credit Company

BRENT W MCNEIL

**NOTICE:** The acceptance by us of these or other late payments does NOT waive our right to repossess or take other appropriate action, WITHOUT NOTICE, if you fail to make future payments on time. YOU ARE REQUIRED TO MAKE ALL PAYMENTS ON TIME.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100586  
NO: 05-914-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: FORD MOTOR CREDIT COMPANY  
vs.  
DEFENDANT: LINDA M. LENHART

SHERIFF RETURN

NOW, July 15, 2005 AT 11:29 AM SERVED THE WITHIN COMPLAINT ON LINDA M. LENHART DEFENDANT AT 16 TRACK RD., COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LINDA M. LENHART, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED

02:48 PM  
SEP 29 2005

William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	MAURICE	1188	10.00
SHERIFF HAWKINS	MAURICE	1188	40.68

Sworn to Before Me This

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

So Answers,

*Chester A. Hawkins*  
*by Marilyn Harris*

Chester A. Hawkins  
Sheriff

# COPY

**ARBITRATION MATTER  
ASSESSMENT OF DAMAGES  
HEARING NOT REQUIRED**

MAURICE & NEEDLEMAN, P.C.  
BY: Joann Needleman, Esq. Attorney's for Plaintiff  
Identification No. 74276  
Thomas R. Dominczyk, Esq.  
Identification No. 85248  
935 One Penn Center  
1617 John F. Kennedy Blvd  
Philadelphia, PA 19103  
(215) 789-7151

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

JUN 24 2005

Attest.

*William L. Shaw*  
Prothonotary/  
Clerk of Courts

<b>FORD MOTOR CREDIT COMPANY</b> 1335 S. Clearview Avenue Mesa, AZ 85216  Plaintiff,  v. <b>LINDA M LENHART</b> 16 Track Rd Coalport, Pa 16627  Defendant(s).	<b>CLEARFIELD COUNTY</b> <b>COURT OF COMMON PLEAS</b>  Case No. <i>05-914-CD</i>
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**CIVIL ACTION COMPLAINT**

1. Plaintiff, Ford Motor Credit Company, is a Corporation with its place of business at 1335 S. Clearview Avenue Mesa, AZ 85216.
2. Defendant, Linda M Lenhart, is an individual who resides at 16 Track Rd Coalport, Pa 16627.
3. At all times relevant, the Plaintiff was in the business of loaning money on motor vehicle installment sales contracts, including but not limited to the note signed by Defendant(s), hereinafter more fully described.
4. On or about 5/18/2001, the Defendant(s) entered into a written Motor Vehicle Retail



Installment Contract, (hereinafter referred to as the "Contract"), for the purpose of obtaining financing in the amount of \$17,876.00 at an annual percentage rate of 16%, in order to purchase a certain motor vehicle, more particularly described in the Contract (hereinafter referred to as the "Vehicle"). *A copy of the Contract is attached and marked as **Exhibit A.***

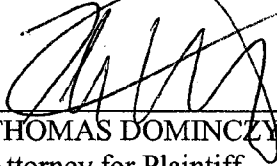
5. Pursuant to the Contract, Defendant(s) was required to make monthly payments in the amount of \$437.59 for a period of 60 months until the loan was paid in full all as is more fully set forth in the Contract.
6. Defendant(s) made monthly payments until 12/8/2004, but has failed to make any further payments thereafter, and are therefore in default of the Contract.
7. As a result of the default by Defendant(s), and pursuant to the terms of the Contract, the above-mentioned vehicle was repossessed and a notice of repossession was sent to the Defendant(s) giving the Defendant(s) the opportunity to redeem the Vehicle as well as notice of the sale date. *A copy of the notice of repossession and notice of sale date are attached and marked as **Exhibit B.***
8. The Defendant(s) failed to redeem the Vehicle and the Vehicle was sold at auction with a credit given to the Defendant in the amount of \$4,200.00.
9. After providing the aforesaid credit, a balance of \$9,757.94 was still due and owing, and a notice of the deficiency balance was sent to the Defendant. *See copy of the notice of the deficiency balance attached and marked as **Exhibit C.***

10. Pursuant to the terms of the contract, Defendant is required to pay all amounts due and owing, including any balance that may remain after the sale of the vehicle. The Defendant failed to do so. Defendant is indebted to Plaintiff for the balance of \$9,757.94.

11. The total amount due and owing at the time of the filing of this complaint is \$9,757.94.

WHEREFORE, Plaintiff, requests judgment in its favor and against the Defendant(s), in the amount of \$9,757.94, well as any additional interest and costs that may accrue and such other and further relief as this Court may deem equitable and just.

Respectfully submitted,  
MAURICE & NEEDLEMAN, P.C.



---

THOMAS DOMINCZYK, ESQUIRE  
Attorney for Plaintiff

**VERIFICATION**

I, THOMAS DOMINCZYK, ESQUIRE, verify that I am the Attorney of record for Plaintiff, FORD MOTOR CREDIT COMPANY, and duly authorized to make this verification on its behalf; that statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief.

These statements are made subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.

BY: 

\_\_\_\_\_  
THOMAS DOMINCZYK, ESQUIRE

DATED: 6/14/05

## **EXHIBIT "A"**

**PENNSYLVANIA SIMPLE INTEREST VEHICLE RETAIL INSTALMENT CONTRACT**

DATE 05/18/2001

Buyer (and Co-Buyer) Name and Address (including County and Zip Code) <b>NANDA M LENHART</b> RR1 BOX 22R COALPORT PA 16627	CREDITOR (Seller Name and Address) <b>TOM SCOTT FORD</b> 1001 WALTON ST. PHILIPSBURG PA 16886
---	--

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

New/Used <b>USED</b>	Year and Make <b>1992 FORD TRUCK</b>	Model <b>EXPLORER</b>	GVW If Truck (lbs.)	Vehicle Identification Number <b>1FHU24E5HUB97978</b>	Use For Which Purchased <input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial
-------------------------	---	--------------------------	---------------------	--	---

Trade-In	Year and Make	Gross Allowance	Amount Owning

**ITEMIZATION OF AMOUNT FINANCED**

1. Cash Price	\$ 17900.00	(1)
2. Down Payment	N/A	
Third Party Rebate Assigned To Creditor	\$ 44.80	
Cash Down Payment	\$ 2555.20	
Trade-In 1992 FORD	\$ 3200.00	\$ 644.80
Year and Make	Gross Allowance	Amount Owning
Total Down Payment	\$ 2600.00	(2)
3. Unpaid Balance of Cash Price (1 minus 2)	\$ 15300.00	(3)
4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)		
To Insurance Companies for		
Credit Life Insurance (for term of contract)	\$ N/A	
Credit Disability Insurance (for term of contract)	\$ N/A	
N/A (Term N/A Months (Estimate))	\$ N/A	
To Public Officials (i) for license (\$ N/A), title (\$ 22.50), & registration (\$ 42.00) fees \$ 64.50		
(ii) for filing fees \$ 5.00		
(iii) for taxes (not in Cash Price) \$ 972.00	\$ 1041.50	
To N/A for Messenger Service	\$ N/A	
To N/A for NEW CAR	\$ 1500.00	
To TOM SCOTT FORD for DOC FEE	\$ 34.50	
To N/A for N/A	\$ N/A	
Total	\$ 2576.00	(4)
5. Amount Financed (3 plus 4)	\$ 17876.00	(5)

**FEDERAL TRUTH IN LENDING DISCLOSURES**

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your down payment
16.00 %	\$ 8379.40	\$ 17876.00	\$ 26255.40	\$ 28855.40

Payment Schedule	Number of payments	Amount of Each payment	When Payments are due
XX	33	\$ 437.59	(monthly starting 07/02/2001)
Your payment schedule will be:	1 final	\$ 437.59	

**Prepayment:** If you pay off your debt early, you will not have to pay a penalty.

**Late Payment:** You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 2 percent of the late amount or \$50.00 whichever is less.

**Security Interest:** You are giving a security interest in the vehicle being purchased.

**Contract:** Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

**COMMERCIAL VEHICLES:** The charge shown in the above box for late payments applies where the vehicle purchased has a gross vehicular weight of less than 15,000 pounds. If the vehicle you purchased has a gross vehicular weight of 15,000 pounds or more, you must pay a late charge on the portion of each payment received more than 10 days late. The charge is 4 percent of the late amount or \$50, whichever is less.

If you do not meet your contract obligations, you may lose the vehicle that you are financing under this contract, as well as both parts and goods put on the vehicle and money or goods received for the vehicle.

**NON-MODIFICATION DISCLOSURE**

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

BUYER: <i>[Signature]</i>	CO-BUYER:
---------------------------	-----------

**NOTICE TO BUYER**

Do not sign this contract in blank. You are entitled to an exact copy of the contract you sign. Keep it to protect your legal rights.

BUYER SIGNS <i>[Signature]</i>	(CO) BUYER SIGNS
--------------------------------	------------------

Buyer acknowledges receipt of a true and completely filled in copy of this contract at the time of signing.

Buyer Signs <i>[Signature]</i>	(Co) Buyer Signs
--------------------------------	------------------

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

Seller: <i>[Signature]</i>	By <i>[Signature]</i> Title <i>President</i>
----------------------------	--

FC 17037-SI 01-00 (Previous editions may NOT be used.) SEE BACK FOR ADDITIONAL AGREEMENTS

**INSURANCE**

YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

YOU ARE NOT REQUIRED TO OBTAIN CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE. THIS CONTRACT WILL NOT INCLUDE THEM UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

THIS CONTRACT DOES NOT INCLUDE LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

<input type="checkbox"/> Credit Life N/A	Insurer
\$ N/A	Premium
	Insured(s)
	Signature(s)

<input type="checkbox"/> Disability N/A	Insurer
\$ N/A	Premium
	Insured
	Signature

<input type="checkbox"/> Type of Insurance N/A	Term N/A
\$ N/A	Premium
	Insurer
	Signature

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

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

<input type="checkbox"/> Comprehensive	<input type="checkbox"/> \$ N/A Deductible Collision
<input type="checkbox"/> Fire-Theft-Combined Additional Coverage	
<input type="checkbox"/> Towing and Labor	
<input type="checkbox"/> Term N/A	Months (Estimate)
Premium \$	N/A

**QUESTIONS?**


PLEASE CALL US AT 1-800-727-7000  
00-001

BRANCH COPY

## ADDITIONAL AGREEMENTS

**A. Payments and Summary Notice:** You must make all payments when they are due. You may prepay your debt at any time without penalty. This is a simple interest contract. The actual finance charge you agree to pay will depend on your payment patterns. The actual finance charge may exceed the disclosed Finance Charge if you make your payments later than the scheduled dates or in less than the scheduled amount. The Creditor will apply your payments first to the earned and unpaid part of the Finance Charge and then to the Amount Financed. The Creditor earns the Finance Charge by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time the unpaid Amount Financed is outstanding. If the vehicle is repossessed, you will not have a right to reinstate the contract unless the Creditor agrees.

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

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

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

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

**D. Insurance:** You must insure yourself and the Creditor against loss or damage to the vehicle. The Creditor must approve the type and amount of insurance. If the Creditor obtains a refund on insurance or service contracts, the Creditor will subtract the refund from what you owe. Whether or not the vehicle is insured, you must pay for it if it is lost, damaged, or destroyed.

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

**E. Late Charge:** You will have to pay a late charge on the portion of each payment made more than ten days late. The charge is shown on the front. Acceptance of a late payment does not excuse your default or mean that you can keep making payments after they are due. The Creditor may take the steps set forth in this contract, if there is any default.

**F. Default:** You will be in default if:

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

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

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

The Creditor will use the money from the sale, less the allowed expenses, to pay the amount still owed on this contract. Expenses paid as a direct result of having to retake the vehicle, hold it for sale, and sell it are, as permitted by law, allowed expenses. Lawyers' fees and legal costs permitted by law are allowed, too. The Creditor will pay you any money left (a surplus). You will pay any money still owing after the sale to the Creditor. If you do not pay this amount when the Creditor asks, the Creditor may charge you interest at the highest lawful rate until you pay.

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

### NOTICES

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

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

### GUARANTY

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

Guarantor \_\_\_\_\_

Address \_\_\_\_\_

Guarantor \_\_\_\_\_

Address \_\_\_\_\_

FC 17637-SI Oct 00 (Previous editions may NOT be used.)



FC 17637-SI OCT 00

**EXHIBIT "B"**

Ford Motor Credit Company  
P O BOX 17948  
GREENVILLE SC 296067948  
877 8057187

DATE: 2005-02-12

P01JD400000095  
LINDA M. LENHART  
16 TRACK RD  
COALPORT PA 16627



### STATEMENT OF SALE

Account Number: 027460203

The following property has been sold.

Year	Make	Model	Vehicle Identification Number:
1998	FORD	EXPLR	1FMYU24E5WUB97978

Balance owing on your contract (1) \$ 13,569.94

Deduct: Finance Charge Rebate (2) \$ 0.00

Balance less Finance Charge Rebate (1 - 2) (3) \$ 13,569.94

Deduct: gross proceeds of the sale (4) \$ 4,200.00

Balance less gross proceeds of the sale (3 - 4) (5) \$ 9,369.94

Add: Expenses of retaking and storing, and  
any attorneys' fees allowed by law, and  
expenses of reconditioning and selling. (6) \$ 388.00

Deduct: Insurance Premium Rebate (7) \$ 0.00

Other: (8) \$ 0.00

Deficiency\*\* (9) \$ 9757.94

Surplus\* (10) \$ N/A

The Surplus/Deficiency will change based on monies received by us (credits) or additional allowed expenses & interest added to your account (debits).

Surplus\* or Deficiency\*\*

\* If the sale resulted in a surplus, a refund for the difference will be mailed to you.

\*\* If the sale resulted in a deficiency, you should immediately remit the amount shown on line 9 to the address for payments shown below.

For additional information call or write:

Ford Motor Credit Company  
P.O. BOX 6508  
MESA ARIZONA 85216-6508  
(800) 732-2264

Mail deficiency payment to:

Ford Motor Credit Company  
DEPT 194101  
P.O. BOX 55000  
DETROIT MI 48255-1941



**EXHIBIT "C"**

Ford Motor Credit Company  
P.O. Box 17948  
Greenville SC 29606-7948  
877-805-7187

P010EP00203443  
LINDA M LENHART  
842B TERRY RD  
FT BENNING, GA 31905-2780



Date of Notice		Account Number
December 01, 2004		00000027460203
Description of Property		
Year	Make	Model
1998	FORD	EXPLR
Vehicle Identification Number:		
1FMYU24E5WUB97978		
Date of Contract	Current Balance (Net to close and unpaid late charges)	
May 18, 2001	\$ 13,761.28	
CURE DATE: December 13, 2004		

### NOTICE OF DEFAULT AND INTENT TO REPOSSESS

This is your notice that you've broken your contract.

Overdue Payment(s)	Due Date	Amount Due
	October 15, 2004	\$ 423.14
	November 15, 2004	\$ 437.59
		\$
Late Charges/Other Fees Due .....		\$ 17.21
<b>TOTAL AMOUNT NOW DUE</b> .....		<b>\$ 877.94</b>
(Not including amounts that become due after the date of this notice)		

If you don't pay the **TOTAL AMOUNT NOW DUE** by the **CURE DATE** stated above, we plan to repossess the above described property. If we do, you'll have the following rights.

#### RIGHT TO GET YOUR PROPERTY BACK:

You can get your property back by paying the net unpaid balance plus costs of repossession. Your balance now is stated above. If you do that before the property is sold, it will be yours. We'll have no further claim on it. This is called your right to "Redeem".

Your property will not be sold until at least **10** days after we repossess it. You can get it back by paying the balance plus costs any time before it's actually sold. The longer you wait, the more costs (including repairs) you may have to pay.

#### RIGHT TO MONEY LEFT OVER FROM SALE:

When your property is sold, the sale price minus expenses will be deducted from your debt. If any money is left over, it must be paid to you within **45** days after the sale. If you don't get this money, you may have a right to sue for it, plus penalties, under state law.

In some areas, we return repossessed property to the dealer/original creditor who sold the property. If we do that with yours, our agreement with your dealer/original creditor says that the dealer/original creditor is to sell it and pay you any money left over.

#### INSURANCE RIGHTS:

If we repossess your property, all insurance should be cancelled. You have a right to get credit for all premium refunds.

#### REMAINING DEBT:

The sale price might not cover your debt and expenses. If that happens, you'll owe the difference to us or the dealer/original creditor.

If you want to know more about these matters, please call us.

Ford Motor Credit Company

BRENT W MCNEIL

**NOTICE:** The acceptance by us of these or other late payments does NOT waive our right to repossess or take other appropriate action, WITHOUT NOTICE, if you fail to make future payments on time. YOU ARE REQUIRED TO MAKE ALL PAYMENTS ON TIME.

MAURICE & NEEDLEMAN, P.C.

BY: Joann Needleman, Esq.

Attorneys for Plaintiff

Identification No. 74276

Thomas R. Dominczyk, Esq.

Identification No. 85248

935 One Penn Center

1617 John F. Kennedy Blvd

Philadelphia, PA 19103

(215) 789-7151

FORD MOTOR CREDIT COMPANY Plaintiff	CLEARFIELD COUNTY COURT OF COMMON PLEAS
v.	Case No. 05-914-Cd
LINDA M LENHART	
Defendant(s).	

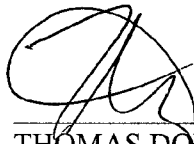
**PRAECIPE TO SUBSTITUTE VERIFICATION**

TO THE PROTHONOTARY:

Kindly substitute the verification of the Plaintiff, Ford Motor Credit Company, for that of the verification previously filed.

Respectfully submitted,

**MAURICE & NEEDLEMAN, P.C.**



THOMAS DOMINCZYK ESQ

Attorney for Plaintiff

Date: 11/14/05

**FILED**

NOV 04 2005

11:45/10  
William A. Shaw @

Prothonotary/Clerk of Courts


1 sent to ATTY

**CERTIFICATE OF SERVICE**

I, Thomas Dominczyk, Esq. hereby certify that on this date I have caused a true and correct copy of the foregoing Praecipe to Substitute Verification on behalf of Ford Motor Credit Company, to be served by regular, first class mail, postage pre-paid upon:

LINDA M LENHART  
16 Track Rd  
Coalport, Pa 16627

Respectfully Submitted,  
**MAURICE & NEEDLEMAN, P.C.**

BY:   
Thomas Dominczyk, Esquire  
Attorney for Plaintiff

DATED: 11/2/05

VERIFICATION

I, Barbara L. Buchwalter verify that I am the Authorized Representative for Plaintiff, Ford Motor Credit Company, and are duly authorized to take this verification on its behalf; that statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief.

These statements are made subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.

BY: Barbara L. Buchwalter

DATE: July 5, 2005

LINDA M LENHART  
Our file no. 793

Acct 480630000000027460203

MAURICE & NEEDLEMAN, P.C.  
BY: Joann Needleman, Esq.  
Identification No. 74276  
Thomas R. Dominczyk, Esq.  
Identification No. 85248  
935 One Penn Center  
1617 John F. Kennedy Blvd  
Philadelphia, PA 19103  
(215) 789-7154

Attorneys for Plaintiff

FORD MOTOR CREDIT COMPANY Plaintiff	CLEARFIELD COUNTY COURT OF COMMON PLEAS
v.	CASE NO. 05-914-CD
LINDA M LENHART Defendant(s)	

**PRAECIPE TO ENTER JUDGMENT**

TO THE PROTHONOTARY:

No answer having been filed in the above Civil Action, kindly enter Judgment in favor of Plaintiff, and against Defendant, LINDA M LENHART in the amount as follows:

Principal Amount	\$ 9757.94
Interest to Date	\$ 0.00
Costs	\$ 115.68
Attorneys Fees	\$ 0.00

**TOTAL**      \$ 9873.62

MAURICE & NEEDLEMAN, P.C.

BY:

THOMAS DOMINCZYK, ESQ.  
Attorney for Plaintiff

**FILED**  
m13:07/2006  
**JAN 17 2006**

William A. Shaw  
Prothonotary/Clerk of Courts

ICC & Notice  
to Def.  
ICC & Statement  
to Atty  
Atty pd-20.00  
68

MAURICE & NEEDLEMAN, P.C.

Attorneys for Plaintiff

BY: Joann Needleman, Esq.

Identification No. 74276

Thomas R. Dominczyk, Esq.

Identification No. 85248

935 One Penn Center

1617 John F. Kennedy Blvd

Philadelphia, PA 19103

(215) 789-7154

FORD MOTOR CREDIT COMPANY Plaintiff	CLEARFIELD COUNTY COURT OF COMMON PLEAS
v.	CASE NO. 05-914-CD
LINDA M LENHART Defendant(s)	

**AFFIDAVIT OF NON-MILITARY SERVICE**

STATE OF NEW JERSEY

:

:

SS.

COUNTY OF SOMERSET

:

THOMAS DOMINCZYK, ESQUIRE, being duly sworn according to law, deposes and says that she represents the Plaintiff in the above entitled case and that Defendant, LINDA M LENHART, is over 18 years of age; the occupation of Defendant is unknown and to the best of Plaintiff's knowledge, information and belief, Defendant is not in the military service of the United States, nor any State of Territory thereof or its Allies as defined in the Soldiers' and Sailors' Civil Relief Act of 1940 and the amendments thereto.

MAURICE & NEEDLEMAN, P.C.

BY:

THOMAS DOMINCZYK, ESQ.

Attorney for Plaintiff

SWORN TO AND SUBSCRIBED

before me this 12<sup>th</sup> day

of January, 2006

*Kimberly L. Papera*  
Notary Public

KYMBERLY L. PAPER

A NOTARY PUBLIC OF NEW JERSEY

My Commission Expires 11/01/2009

MAURICE & NEEDLEMAN, P.C.  
BY: Joann Needleman, Esq.  
Identification No. 74276  
Thomas R. Dominczyk, Esq.  
Identification No. 85248  
935 One Penn Center  
1617 John F. Kennedy Blvd  
Philadelphia, PA 19103  
(215) 789-7154

Attorneys for Plaintiff

FORD MOTOR CREDIT COMPANY Plaintiff	CLEARFIELD COUNTY COURT OF COMMON PLEAS
v.	CASE NO. 05-914-CD
LINDA M LENHART Defendant(s)	

**AFFIDAVIT OF MAIL SERVICE**

STATE OF NEW JERSEY :  
COUNTY OF SOMERSET : SS.

THOMAS DOMINCZYK, ESQUIRE, being duly sworn according to law, deposes and says that she is an attorney at law and that on 10/20/2005(date) he/she mailed a written Notice of Intention to File the Praeipice to Defendant, LINDA M LENHART, at 16 TRACK RD, COALPORT, PA 16627 by certified mail, article nos. 7005 0390 0006 4278 2917. Copies of the receipts evidencing said mailing are attached hereto.

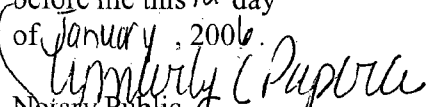
A copy of the signed green card evidencing receipt of said mailing is attached hereto as well.

MAURICE & NEEDLEMAN, P.C.  
BY: 

THOMAS DOMINCZYK, ESQ.  
Attorney for Plaintiff

SWORN TO AND SUBSCRIBED

before me this 12<sup>th</sup> day  
of January, 2006.

  
Notary Public  
KIMBERLY L. PAPER  
A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 11/01/2009



MAURICE & NEEDLEMAN, P.C.  
BY: Joann Needleman, Esq.  
Identification No. 74276  
Thomas R. Dominczyk, Esq.  
Identification No. 85248  
935 One Penn Center  
1617 John F. Kennedy Blvd  
Philadelphia, PA 19103  
(215) 789-7154

Attorneys for Plaintiff

FORD MOTOR CREDIT COMPANY Plaintiff	CLEARFIELD COUNTY COURT OF COMMON PLEAS
v.	CASE NO. 05-914-CD
LINDA M LENHART Defendant(s)	

**CERTIFICATION OF NOTICE TO ENTER DEFAULT JUDGMENT**

It is hereby certified that a written Notice of Intention to File the Praeipce was mailed on 10/20/2005 to Defendant, LINDA M LENHART , against whom judgment is to be entered after the default occurred and at least ten (10) days prior to the date of the filing of the Praeipce. A copy of said Notice dated 10/20/2005, a copy of the receipt for certified mailing to the Defendant and affidavits of service of said notice are all attached hereto.

MAURICE & NEEDLEMAN, P.C.

BY: 

THOMAS DOMINCZYK, ESQ.  
Attorney for Plaintiff



Suite 935, One Penn Center  
1617 John F. Kennedy Blvd.  
Philadelphia, PA 19103  
tel. 215.665.1133  
fax 215.563.8970

www.mnlawpc.com

Donald S. Maurice  
Member NJ Bar  
Board Certified  
Creditors' Rights Law  
American Board of Certification

Joann Needleman  
Member PA & NJ Bar

Thomas R. Dominczyk  
Member NJ & PA Bar

Sandra J. Sutton-Simanski  
Member NJ & NY Bar

October 20, 2005

Our File No. 793

**VIA CERTIFIED & REGULAR MAIL**

LINDA M LENHART  
16 TRACK RD  
COALPORT, PA 16627

RE: FORD MOTOR CREDIT COMPANY v. LINDA M LENHART  
CLEARFIELD COUNTY COURT OF COMMON PLEAS, CASE NO. 05-914-

Dear LINDA M LENHART:

Enclosed please find a ten (10) day notice of default which is self-explanatory. This is being served upon you due to your failure to respond to Plaintiff's Complaint served upon you on 07/15/2005. Unless an answer to Plaintiff's Complaint is filed with the Court within ten (10) days from the date of this notice, a default judgment may be entered against you.

If you would like to discuss a resolution to this matter, please call our office at 908-575-0220 ex. 21.

Thank you for your prompt attention to this matter.

Very truly yours,

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"><li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li><li>Print your name and address on the reverse so that we can return the card to you.</li><li>Attach this card to the back of the mailpiece, or on the front if space permits.</li></ul>		<p>A. Signature <b>X</b> <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <b>J W Zipp</b></p> <p>C. Date of Delivery <b>10-22-05</b></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>	
1. Article Addressed to: <b>Linda M. Lenhart 16 Track Rd. Coalport, PA 16627</b>		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
2. Article Number (Transfer from service label) <b>7005 0390 0006 4278 2917</b>		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

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ED WILL BE USED  
BT COLLECTOR

MAURICE & NEEDLEMAN, P.C.

Attorneys for Plaintiff

BY: Joann Needleman, Esq.

Identification No. 74276

Thomas R. Dominczyk, Esq.

Identification No. 85248

935 One Penn Center

1617 John F. Kennedy Blvd

Philadelphia, PA 19103

(215) 789-7151

FORD MOTOR CREDIT COMPANY Plaintiff	CLEARFIELD COUNTY COURT OF COMMON PLEAS
v.	CASE NO. 05-914-CD
LINDA M LENHART  Defendant(s)	

**IMPORTANT NOTICE**

**TO: LINDA M LENHART  
16 TRACK RD  
COALPORT, PA 16627**

**DATE: October 20, 2005**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO FILE AN ANSWER IN THIS CASE. UNLESS YOU TAKE ACTION WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING, AND YOU MAY LOSE YOUR RIGHTS TO DEFEND AND THEREBY LOSE 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:

PENNSYLVANIA BAR ASSOCIATION  
LAWYER REFERRAL SERVICE  
P.O. Box 186, Harrisburg, PA 17108  
(717) 238-6807 or (800) 692-7375

MAURICE & NEEDLEMAN, P.C.

BY

  
THOMAS DOMINCZYK, ESQ  
Attorney for Plaintiff

7005 0390 0006 4278 2924

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Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
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or PO Box No.

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Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

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Sent To Lenhart

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or PO Box No.

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Certified Fee	4.42
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

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10/20/05

Sent To Thomas PFERGER

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or PO Box No.

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**OFFICIAL USE**

Postage	\$
Certified Fee	4.42
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark  
Here

10/20/05

Sent To Berthimer

Street, Apt. No.,  
or PO Box No.

City, State, ZIP+4 10 day not.

PS Form 3800, June 2002 See Reverse for Instructions

MAURICE & NEEDLEMAN, P.C.  
BY: Joann Needleman, Esq.  
Identification No. 74276  
Thomas R. Dominczyk, Esq.  
Identification No. 85248  
935 One Penn Center  
1617 John F. Kennedy Blvd  
Philadelphia, PA 19103  
(215) 789-7154

Attorneys for Plaintiff

FORD MOTOR CREDIT COMPANY Plaintiff	CLEARFIELD COUNTY COURT OF COMMON PLEAS
v.	CASE NO. 05-914-CD
LINDA M LENHART Defendant(s)	


**CERTIFICATION OF ADDRESSES**

It is hereby certified that the parties have the following addresses:

Plaintiff: FORD MOTOR CREDIT COMPANY  
P.O. Box 6058  
MESA AZ 85216


Defendant: LINDA M LENHART ,  
16 TRACK RD ,  
COALPORT, PA 16627

MAURICE & NEEDLEMAN, P.C.

BY:   
THOMAS DOMINCZYK, ESQ.  
Attorney for Plaintiff

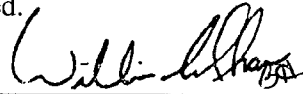
MAURICE & NEEDLEMAN, P.C.  
BY: Joann Needleman, Esq.  
Identification No. 74276  
Thomas R. Dominczyk, Esq.  
Identification No. 85248  
935 One Penn Center  
1617 John F. Kennedy Blvd  
Philadelphia, PA 19103  
(215) 789-7154

Attorneys for Plaintiff

 COPY

FORD MOTOR CREDIT COMPANY Plaintiff	CLEARFIELD COUNTY COURT OF COMMON PLEAS
v.	CASE NO. 05-914-CD
LINDA M LENHART Defendant(s)	

- (X) Notice is hereby given that a judgment in the above-captioned matter has been entered against you in the amount of \$9873.62 on 11/7/06
- ( ) A copy of all documents filed with the Prothonotary in support of the within judgment is enclosed.



Prothonotary/Clerk

by: \_\_\_\_\_

If you have any questions regarding this matter, please contact the filing party:


Name: THOMAS DOMINCZYK, Esquire

Address: Suite 935, One Penn Center at Suburban Station  
1617 J.F.K. Boulevard  
Philadelphia, PA 19103

Telephone No.: 215-789-7154

(This Notice is given in accordance with Pa.R.C.P. §236)

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

  
COPY

Ford Motor Credit Company  
Plaintiff(s)

No.: 2005-00914-CD

Real Debt: \$9,873.62

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Linda M. Lenhart  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 17, 2006

Expires: January 17, 2011

Certified from the record this 17th day of January, 2006.

\_\_\_\_\_  
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