

05-941-CD

Orix Financial Services v. Robm Lummud  
2005-941-CD

**LAW OFFICES OF  
MICHAEL F.J. ROMANO  
Identification No. 52268  
52 Newton Avenue, P.O. Box 456  
Woodbury, NJ 08096  
(856) 384-1515**

**Attorney for Plaintiff, ORIX Financial Services, Inc. f/k/a ORIX Credit Alliance, Inc.**

ORIX FINANCIAL SERVICES, INC. f/k/a	:	COURT OF COMMON PLEAS
ORIX CREDIT ALLIANCE, INC.	:	OF CLEARFIELD COUNTY
600 Townpark Lane	:	
Kennesaw, GA 30144	:	
Plaintiff	:	TERM, 2005
v.	:	CIVIL ACTION - LAW
RML TRUCKING, INC.	:	NO.: 2005-941-CD
RR 1, Box 646	:	
Mahaffey, PA 15757	:	
ROBIN LUMADUE	:	
556 Lumber City Highway	:	
Mahaffey, PA 15757	:	
WILLIAM W. LUMADUE	:	JUN 30 2005 (E)
556 Lumber City Highway	:	m 12:55 (JW)
Mahaffey, PA 15757	:	William A. Shaw Prothonotary Clerk to Dept.
Defendants	:	NO CLERK TO DEPT.

**FILED**

**COMPLAINT FOR CONFESSION OF JUDGMENT**

COUNT I

1. Plaintiff, ORIX Financial Services, Inc. f/k/a ORIX Credit Alliance, Inc. ("ORIX"), is a New Jersey corporation with its principal place of business at 600 Town Park Lane, Kennesaw, GA 30144.

2. Defendant, RML Trucking, Inc. ("RML Trucking") is a corporation conducting business at RR 1, Box 646, Mahaffey, Pennsylvania 15757.

3. Defendant, Robin Lumadue, is an adult individual residing at and/or conducting business at 556 Lumber City Highway, Mahaffey, Pennsylvania 15757.

4. Defendant, William W. Lumadue, is an adult individual residing at and/or conducting business at 556 Lumber City Highway, Mahaffey, Pennsylvania 15757.

5. On or about March 17, 2000, RML Trucking leased from ORIX ("Lessor") one (1) 2000 International Tractor, Model 99001, s/n 2HSCHASR5YC042893 and one (1) Trail King Trailer, s/n 1TKFA3921YB022028 (hereinafter referred to as the "Tractor and Trailer"), pursuant to a Lease

Agreement (the "Lease"). A true copy of the Lease is annexed hereto as Exhibit "A". The terms of the Lease are incorporated herein by this reference.

6. The Tractor and Trailer described above were delivered to the debtor. A true copy of the Delivery/Installation Certificate, Waiver and Agreement is annexed hereto as Exhibit "B".

7. Pursuant to Lease, RML Trucking granted to ORIX a security interest in the Tractor and Trailer.

8. RML Trucking has defaulted in making payments under the Lease and is obligated to ORIX in the amount of \$88,800.69 plus continuing late charges, interest, actual attorney's fees and costs.

9. Pursuant to the terms of the Lease, upon default, ORIX is also entitled to the immediate possession of the Tractor and Trailer.

10. On or about March 17, 2000, defendants Robin Lumadue and William W. Lumadue each executed a Guaranty of all the obligations of RML Trucking, Inc., whether past, present, or future obligations including but not limited to all sums due under the Lease. A true copy of each Guaranty is annexed hereto as Group Exhibit "C".

11. In addition, as a result of said default, ORIX repossessed the Tractor and Trailer. The Trailer was sold at a Private Sale on November 18, 2003 and the Tractor was sold at a Private Sale on February 21, 2004.

12. The Trailer was sold for the total amount of \$1,949.84.

13. The Tractor was sold for the total amount of \$4,686.00.

14. RML Trucking, Robin Lumadue and William W. Lumadue have defaulted in their respective joint and several obligations under the Lease and Guarantees, and after applying the sale proceeds, there is now due and owing to ORIX by each of them, the sum of \$82,571.25 plus continuing late charges, interest at the rate of \$9.17 per day from February 22, 2004, actual attorney's fees and costs.

15. The debt involved arises from a business transaction and not from a consumer transaction.

16. Judgment has not been entered heretofore on the Lease and/or Guarantees in any jurisdiction.

17. Defendants authorized confession of judgment in the Lease and Guaranties.

LAW OFFICES OF  
MICHAEL F.J. ROMANO  
Attorney for Plaintiff

Dated: 6-23-04

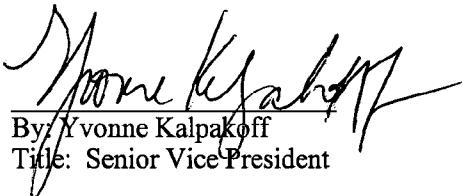
~~Michael F.J. Romano, Esquire  
Identification No. 52268  
52 Newton Avenue  
P.O. Box 456  
Woodbury, NJ 08096  
(856) 384-1515~~

## VERIFICATION

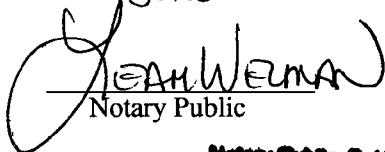
Yvonne Kalpakoff states that she is a Senior Vice President of ORIX Financial Services, Inc. f/k/a ORIX Credit Alliance, Inc., the plaintiff herein; that she is authorized to and does make this Verification for and on its behalf; and that the facts set forth in the foregoing Complaint are true and correct to the best of her knowledge, information and belief.

This statement is made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

ORIX FINANCIAL SERVICES, INC. f/k/a  
ORIX CREDIT ALLIANCE, INC.

  
By: Yvonne Kalpakoff  
Title: Senior Vice President

Sworn to and subscribed  
before me this 21<sup>st</sup> day  
of JUNE, 2005.

  
Leah Weiman  
Notary Public

Notary Public, Cobb County, Georgia  
My Commission Expires August 24, 2008

# **EXHIBIT "A"**

## ORIX CREDIT ALLIANCE, INC. (the "LESSOR")

300 Lighting Way • Secaucus, New Jersey 07096-1525 Telephone: (201) 601-9000

LEASE NO.

FULL LEGAL NAME AND ADDRESS OF "LESSEE"  
RML TRUCKING, INC.RRI BOX 646  
MAHAFFEY PENNSYLVANIA 15757-0000SUPPLIER OF EQUIPMENT (complete address)  
ZACHERL MOTOR TRUCK SALES, INC.  
1224 SOUTH 2ND ST. CLEARFIELD PA 16030

## NAME AND TITLE OF PERSON TO CONTACT:

DESCRIPTION: MODEL #, CATALOG #, OR OTHER IDENTIFICATION.

E Q U I P M E N T  L E A S E D	ONE (1) 2000 INTERNATIONAL MODEL 9900I TRACTOR S/N 2HSCHASR5YC042893 AND ONE (1) 2000 DUMP TRAILER S/N Y202817KFA3921YB022028

## LOCATION OF EQUIPMENT: STREET ADDRESS (IF DIFFERENT THAN LESSEE'S ADDRESS SHOWN ABOVE)

CITY: COUNTY: STATE: RECORD OWNER:

FOR INITIAL TERM OF THIS LEASE					AFTER INITIAL TERM	
AMOUNT OF EACH RENT PAYMENT	NO. OF RENT PAYMENTS	TOTAL RENT	INITIAL TERM OF LEASE (NO. OF MONTHS)	ADVANCE RENT	MONTHLY RENEWAL RENT	
\$ 2,540.00 (PLUS SALES TAX, IF APPLICABLE)	60	\$ 152,400.00 (PLUS SALES TAX, IF APPLICABLE)	58 MONTHS	\$ 2,540.00 (PLUS SALES TAX, IF APPLICABLE)	\$ 0.00 (PLUS SALES TAX, IF APPLICABLE)	

## Terms and Conditions of Lease

1. Lessee hereby leases from Lessor, and Lessor leases to Lessee, the equipment and/or personal property described above and in any schedule made part hereof (herein called "Equipment") which Lessee warrants shall be used for commercial purposes only and not for any farming or other agricultural purpose.
2. Lessee requests Lessor to purchase Equipment of the type and quality specified above from the supplier named above and agrees upon written acceptance hereof, signed at Lessor's office by an authorized officer of Lessor, to lease said Equipment from Lessor on the terms, provisions and conditions of this lease. Lessor agrees to order such Equipment from said supplier, but shall not be liable for specific performance of this lease or for damages if for any reason the supplier delays or fails to fill the order. Lessee shall accept such Equipment upon delivery, and hereby authorizes Lessor to add to this lease the serial number of each item of Equipment so delivered. Any delay in such delivery shall not affect Lessee's obligations hereunder. LESSEE REPRESENTS THAT LESSEE HAS SELECTED THE EQUIPMENT LEASED HEREUNDER PRIOR TO HAVING REQUESTED LESSOR TO PURCHASE THE SAME FOR LEASING TO LESSEE AND APPROVES THE SAME, AND LESSEE AGREES THAT LESSOR HAS NOT MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, OR OTHERWISE OF ANY SUCH EQUIPMENT. LESSEE SPECIFICALLY WAIVES ALL RIGHTS TO MAKE CLAIM AGAINST LESSOR HEREIN FOR BREACH OF ANY WARRANTY OF ANY KIND WHATSOEVER AND AS TO LESSOR OR LESSOR'S ASSIGNEE. LESSEE LEASES THE EQUIPMENT "AS IS". LESSOR HEREBY ADVISES LESSEE THAT IT MAY HAVE RIGHTS AGAINST THE SUPPLIER OF THE EQUIPMENT AND THAT IT SHOULD CONTACT THE SUPPLIER FOR A DESCRIPTION OF SUCH RIGHTS. LESSEE AGREES TO CLAIM ONLY AGAINST THE SUPPLIER FOR COMPLIANCE WITH ANY SUCH WARRANTIES AS MAY EXIST. LESSOR AND LESSOR'S ASSIGNEE SHALL NOT BE LIABLE TO LESSEE FOR ANY LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY ANY EQUIPMENT LEASED HEREUNDER OR THE USE OR MAINTENANCE THEREOF OR THE FAILURE OF OPERATION THEREOF, OR THE REPAIRS, SERVICE OR ADJUSTMENT THERETO, OR BY ANY DELAY OR FAILURE TO PROVIDE ANY THEREOF, OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEREOF OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED.
3. As used herein, "Actual Cost" means the cost to Lessor of purchasing and delivering Equipment to Lessee, including taxes, transportation charges, and other charges and the amount of any transaction charge disclosed below and not paid in cash by Lessee at the time of acceptance by Lessor. The amount of each Rent Payment, the Advance Rent, and any Renewal Rent set forth above are based on the estimated cost to Lessor and shall each be adjusted proportionately if the Actual Cost differs from said estimated cost. Lessee hereby irrevocably authorizes Lessor to correct the figures set forth above when the Actual Cost is known, and each Rent Payment shall be increased by any sales or other tax that may be imposed on or measured by the rent payments. If Actual Cost differs from the estimated cost by more than ten percent thereof, Lessor at its option, may terminate this lease by giving written notice to Lessee after receiving notice of Actual Cost. If prior to delivery there shall occur any event of default hereunder, Lessee shall be liable for Lessor's damages occasioned thereby, which for purposes of this paragraph only, it is agreed shall be all amounts paid on account of the Equipment and other charges incurred in connection with the Lease plus interest thereon at the Past Due Rate defined below.
4. The initial term of this lease commences upon the acceptance hereof by Lessor and ends upon the expiration of the number of months specified above (for the initial lease term) after the rent commencement date, which date shall be the date upon which the supplier ships the Equipment to Lessee or which date

Confession  
Language.

## TERMS AND CONDITIONS OF EQUIPMENT LEASE AGREEMENT (Continued) Page (2)

prior notice or demand to Lessee, appropriate and apply toward payment of any of Lessee's obligations to Lessor any and all balances, sums, property, credits, deposits, accounts, reserves, collections, monies, drafts, notes or checks coming into Lessor's possession and belonging or owing to Lessee and for such purposes, endorse Lessee's name on any such instrument made payable to Lessee for deposit, negotiation, discount or collection. Such applications may be made and/or any monies paid to Lessor may be applied and/or previous application changed to apply, without notice to Lessee, partly or entirely to any of Lessee's obligations to Lessor arising hereunder or otherwise as Lessor in its sole discretion may elect.

10. Unless Lessee gives Lessor written notice of each defect or other proper objection to an item of Equipment within three business days after receipt thereof, it shall be conclusively presumed, as between Lessee and Lessor, that the item was delivered in good repair and that Lessee accepts it as an item of Equipment described in this lease. Lessee waives and represents that no item of Equipment has been delivered to Lessee prior to the date of Lessor's acceptance hereof, which shall be deemed the date of this lease. Lessee will deliver to Lessor a delivery/installation receipt (Lessor's form) for each and every item immediately upon Lessor's request. At Lessor's request, Lessee will furnish current financial statements satisfactory to Lessor in form, preparation and content.

11. Lessee shall use Equipment in a careful manner and shall comply with all laws relating to its possession, use and maintenance. The Equipment shall be delivered and thereafter kept at the location specified above, or, if none is specified, at Lessee's address as set forth above, and in no event shall the Equipment or the Collateral be removed therefrom or from the 48 contiguous States of the United States without Lessor's prior written consent. Lessor may, for the purpose of inspection, at all reasonable times, enter upon any premises where Equipment is located and may remove Equipment forthwith, without notice to Lessee, if Equipment is, in the opinion of Lessor, being used beyond its capacity or in any manner improperly cared for or abused.

12. If Lessor supplies Lessee with labels stating that Equipment is owned by Lessor, Lessee shall affix and keep same in a prominent place on each item of Equipment. Lessee, at its expense, shall keep Equipment in good repair and furnish all parts, mechanisms and devices required therefor. Lessee shall not make any alterations, additions or improvements to Equipment without Lessor's prior written consent. All additions and improvements made to Equipment shall belong to Lessor. Upon the expiration or earlier termination of this lease, Lessee at its sole expense, shall return Equipment in good repair, ordinary wear and tear resulting from proper use thereof alone excepted. If by delivering it to such place as Lessor may specify. If Lessor, for any reason, does not receive the Equipment immediately upon the expiration of the term hereof and there is no renewal under section 8 hereof, Lessor will receive as use and occupancy of the Equipment or any portion thereof for each month or portion thereof, between the date of expiration and the date of return of Equipment, an amount equal to 150% of the monthly rent specified for the initial lease term and the provisions hereof shall remain in effect and bind Lessee until such return of Equipment.

13. Lessee hereby assumes and shall bear the entire risk of loss of and damage to Equipment from any and every cause whatsoever. No loss or damage to Equipment or any part thereof shall impair any obligation of Lessee hereunder, which shall continue in full force and effect. In the event of damage of any kind whatever to any item of Equipment (unless the same be damaged beyond repair), Lessee, at the option of Lessor, shall at Lessee's expense place the same in good repair, condition and working order, or replace the same with like Equipment of the same make and the same or a later model, in good repair, condition and working order. If Equipment, or any portion thereof, is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair, Lessee shall immediately pay Lessor therefor in cash an amount equal to the sum of (a) the greater of the actual fair market value of the Equipment involved or fifty percent (50%) of the Actual Cost of the Equipment involved, plus (b) the greater of 25% of the aggregate amount of unpaid Total Rent for the balance of the term of this lease or 115% of the unpaid Total Rent allocated by Lessor to the Equipment involved. Upon payment as aforesaid, this lease shall terminate with respect to the items of Equipment involved. The proceeds of any insurance payable as a result of loss of or damage to Equipment shall be applied, at the option of Lessor, toward the replacement, restoration or repair of Equipment. Lessee shall at Lessee's own expense, provide and maintain insurance, satisfactory to Lessor, against loss, theft, conversion, damage or destruction of the Equipment in an amount not less than the full replacement value thereof with loss payable to Lessor. Each policy shall be delivered to Lessor and shall expressly provide that said insurance as to Lessor and its assigns shall not be invalidated by any act, omission or neglect of Lessee, and that the insurer shall give thirty (30) days written notice to Lessor of the alteration or cancellation of the policy. Lessor may apply the proceeds of any of said insurance to replace or repair Equipment and/or to satisfy, in whole or in part, Lessee's obligations to Lessor. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for, loss or damage under any of said insurance. Lessee shall also provide and maintain paid public liability (personal injury and property damage) insurance, satisfactory to Lessor, naming Lessor as additional insured. Notwithstanding the above, Lessor has the right, but not the obligation, to obtain insurance on the Equipment protecting Lessor at Lessee's expense and to maintain such insurance at Lessee's expense unless written evidence of such insurance satisfactory to Lessor is provided to Lessor when and as requested by such insurance. Lessee shall pay such amounts in equal installments allocated to each lease payment plus interest on such amount at the Past Due Rate.

14. Lessee shall hold harmless and indemnify Lessor against any and all claims, actions, proceedings, expenses, attorneys' fees, damages and liabilities, arising in connection with the Equipment, its manufacture, selection, purchase, delivery, possession, ownership, leasing, renting, sale, purchase, possession or use of Equipment, and shall save Lessor harmless against any actual or asserted termination of this agreement.

15. Without Lessor's prior written consent, Lessee shall not (a) assign, transfer, pledge, hypothecate or otherwise dispose of this lease or any interest therein, or (b) sublet or lend Equipment or any part thereof, or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor and its assignee may assign this lease and/or Lessor hereunder. Each such assignee and/or mortgagee shall have all of the rights but none of the obligations of defense, counterclaim, recoupment or set-off that Lessee may have against Lessor. Subject to the foregoing, this lease inures to the benefit of and is binding upon the heirs, personal representatives, survivors, successors and assigns of the parties hereto.

16. Time is of the essence of this lease and shall not be affected by acceptance of any overdue payment. Lessee hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Lessee (except in any jurisdiction where such action is not permitted by law) for all unpaid amounts due hereunder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Lessee hereby waives the issue of process, all rights of appeal and relief from any and all appraisal, stay or exemption laws then in force.

17. If Lessee fails to pay any rent or any other amount hereunder when due or fails to pay when due any obligations of Lessee to Lessor arising independently of this lease or fails to perform any of the terms and provisions hereof or of any other agreement held by Lessor or dies or changes its management, operations, ownership of its stock, or Lessee or if Lessor shall at any time deem the Equipment in danger of misuse, concealment or misappropriation or if Lessor shall deem itself insecure (the occurrence of one or more of the foregoing being a "default" hereunder), then Lessor may, without notice or demand, declare immediately due and payable the unpaid aggregate amount of Total Rent for the entire term hereof (discounted to its then present value using as a rate the then current Federal Reserve Discount Rate for the District of Lessee's residence or principal place of business), plus any additional rent, taxes, late charges, collection charges and all other sums owing to Lessor by Lessee (the sum of all of which is hereinafter called the "Balance") and attorneys' fees (which attorneys' fees are hereby agreed to be not less than 20% of the Balance), whereupon said Balance and attorneys' fees shall immediately be due and payable and Lessee shall immediately deliver possession of Equipment to Lessor and Lessor may, at its option and without notice and without legal process (Lessee hereby waiving, with full knowledge of Lessee's rights and the effect of this waiver, any right to a hearing prior to any repossession of any Collateral by Lessor), to the extent permitted by law: (1) recover the Balance (plus any Terminal Purchase Option Amount which represents Lessor's reversionary interest in the Equipment, if Lessee fails to deliver possession of the Equipment to Lessor), plus attorneys' fees in the amount aforesaid; (2) take possession of the Equipment wherever same may be located (with all additions, accessions, replacements and substitutions), Lessee agreeing to assemble same and deliver same to a place designated by Lessor, whereupon all rights of Lessee in the Equipment shall terminate abso lute (but Lessee shall not be released from its obligations under this agreement until the Balance plus attorneys' fees in the amount aforesaid have been paid in full), Lessee hereby authorizing and empowering Lessor or its designee to enter upon any premises where the Equipment may be found and take possession and carry away same without process of law, and (3) retain Equipment and all prior payments of rent, or deemed to be held in a commercially reasonable manner in accordance with applicable law if at least 15 days prior notice of any private sale is given, or if at least 10 days prior notice of any public sale is given and advertised in a publication of general circulation in the area of the sale at least twice prior to the sale, applying any net proceeds of charges and expenses incurred by Lessor in connection with or incidental to the repossession and sale of the Equipment, including but not limited to transportation, storage, credit Lessee with the reasonable re-leasing value of the Equipment during the remaining term of this lease, Lessee remaining liable for any deficiency; and (4) pursue any other remedy permitted by law or equity. It is agreed that any amounts to be retained by Lessor and any sums to be paid by Lessee under this paragraph shall not be deemed to be a penalty but are liquidated damages for the breach hereof. The remedies provided for herein are cumulative and may be exercised, to the extent permitted by law, successively or concurrently, and the exercise of one shall not bar any other. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LESSOR, A TRIAL BY JURY OF ANY AND ALL CLAIMS, DEFENSES, COUNTERCLAIMS, CROSSCLAIMS AND SETOFF OR RECOUPMENT CLAIMS ARISING, CONTRACT OR IN TORT OR PURSUANT TO STATUTE, AND (B) ANY AND ALL RIGHT TO CLAIM OR RECOVER ANY PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES.

18. All notices relating hereto shall be in writing and delivered in person to an officer of the party to which such notice is being given or mailed by certified mail to such party at its address specified above or at such other address as may hereafter be specified by like notice by either party to the other. All notices will be deemed effective five days after mailing by certified mail to the address shown herein for any party. If more than one Lessee is named in this lease, the liability of each hereunder shall be joint and several.

19. The Equipment is and shall remain the property of Lessor. Lessee, at its own cost and expense, shall protect and defend the title of Lessor. Lessee shall at all times and shall indemnify and save Lessor harmless from any loss or damage caused thereby. Lessee shall have no right, title or interest in or to Equipment, except as expressly set forth in this lease, nor shall Lessee have any equity nor be deemed to devolve any interest in or to Equipment.

TERMINAL RENTAL ADJUSTMENT CLAUSE LEASE  
MOTOR VEHICLE OPERATING LEASE CERTIFICATION BY LESSEE

LESSOR: ORIX CREDIT ALLIANCE, INC.

846 EAST ALGONQUIN ROAD, STE 101      SCHAUMBURG      ILLINOIS      60173

LESSEE: RML TRUCKING, INC.

RR1 BOX 646      MAHAFFEY      PENNSYLVANIA      15757-0000

Equipment Lease dated MARCH 17, 2000  
between RML TRUCKING, INC., as Lessee,  
and ORIX CREDIT ALLIANCE, INC., as Lessor.

Pursuant to subject Lease, Lessor has leased certain Motor Vehicle Equipment to Lessee. Lessee and Lessor have agreed to treat this Lease as a "Motor Vehicle Operating Agreement" for Federal Income Tax purposes and intend that this Lease be subject to the provisions of the Internal Revenue Code as the same may be applicable to Motor Vehicle Operating Agreements. This statement is intended by Lessee to satisfy the requirements of the Internal Revenue Code.

Lessee hereby certifies under the penalty of perjury, that (i) Lessee intends that more than 50% of the use of the property subject to this Lease is to be in a trade or business of the Lessee, (ii) the Lessee has been advised that it will not be treated as the owner of the property subject to the agreement (the Lease) for Federal Income Tax purposes and (iii) Lessee is not aware of any information which may lead Lessor to believe that this certification is false.

Lessee represents, warrants and covenants that the Lease is a qualified Motor Vehicle Operating Agreement as defined in the Internal Revenue Code.

**LESSEE ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CERTIFICATE.**

LESSEE(S):

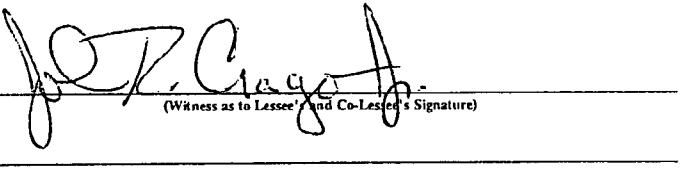
RML TRUCKING, INC.

By: William W. Lumadue, PRES  
Co-Lessee:

(Print Name of Co-Lessee Here)

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

  
(Witness as to Lessee's and Co-Lessee's Signature)

  
(Witness as to Lessee's and Co-Lessee's Signature)

ORIGINAL FOR ORIX CREDIT ALLIANCE, INC.

## **EXHIBIT "B"**

DATE FILED  
DELIVERY/INSTALLATION CERTIFICATE, WAIVER AND AGREEMENT

R.R.1 BOX 646

MAHAFFEY

PENNSYLVANIA

15757-0000

MAR 17, 2000

(Equipment and/or Property Location)

(Street)

(City)

(State)

(Zip)

(Date)

TO: ORIX CREDIT ALLIANCE, INC.

846 E. ALGONQUIN RD., SUITE 101

SCHAUMBURG

ILLINOIS

(No.)

(Street)

(City)

60173

(State)

Re: LEASE NUMBER....., DATED.....

1. We hereby acknowledge complete and satisfactory delivery and installation on this date of the equipment and/or personal property described in the above referenced lease, which we selected from the supplier referenced below. We understand that based upon the representations made by us herein, you are about to pay the supplier for said equipment and/or property.

2. We understand that no servicing of any kind of the equipment and/or property is provided by you. We understand that we are to look to the supplier for any claims, servicing or warranties, if any, and we specifically and unconditionally waive any claims, present or future, against you. We fully recognize your right to enforce the lease free from any defenses, offsets, or counterclaims. We fully understand that lack or failure of equipment, service, or misoperation of any kind whatever, is no basis for non-fulfilment of our obligations under the lease.

3. We understand that you make no warranties of merchantability or of any other kind, express or implied, or statutory, and that any warranties made by the supplier to you are assigned to us.

4. We also understand that, despite the disclaimers herein, we are not precluded from enforcing any claim we may have against the supplier and that you have no connection whatever with the supplier other than the relationship of purchaser.

5. We further acknowledge, in transactions where you are not the original lessor named in the above referenced lease, receipt of notice of the intention of such lessor to sell said lease to you, and to induce you to purchase same, we represent and warrant to you that said lease is free from any defenses, offsets or counterclaims and we waive any claim or offset as against you and recognize your right to enforce the lease according to its terms free of any defenses, offsets or counterclaims.

(Do not sign this form until equipment and/or property is delivered)

RML TRUCKING, INC.

(Lessee)

ZACHERL MOTOR TRUCK SALES, INC.

(Supplier)

R.R.1 BOX 646

MAHAFFEY

PENNSYLVANIA

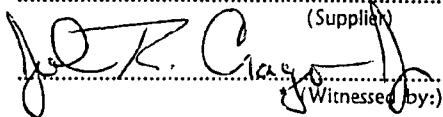
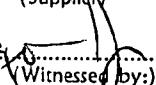
15757-0000

(Address)

By:

William W. Lummadine PRES.

(Owner/Partner or Officer) show title

(Witnessed by:)

\* (to be witnessed by the representative of the supplier delivering or installing the equipment and/or property)

# **EXHIBIT "C"**

Confession  
in  
language  
of  
Guarantees

# GARANTY

TO: ORIX CREDIT ALLIANCE , INC.

RE: RML TRUCKING, INC.

Gentlemen:

To induce you to enter into one or more equipment lease agreements and/or one or more security agreements, including but not limited to conditional sale agreements, leases, chattel and/or real estate mortgages, notes or other deferred or time payment paper, and/or any and all agreements relating to the purchase of such paper or documents or both (all of the foregoing hereinafter called "Security Obligations") with the above-captioned (hereinafter, together with its successors and assigns, called the "Subject"), and/or to induce you to purchase and/or accept an assignment of Security Obligations from Subject and/or to induce you to purchase and/or accept one or more assignments from any party or parties of one or more Security Obligations having Subject as obligor thereon, and/or in consideration of your having heretofore done any or all of the foregoing, we, the undersigned (and each of us if more than one) agree to be, without deduction by reason of set-off, defense or counterclaim of Subject and/or us, jointly, severally, directly and unconditionally liable to you for the due performance of all such Security Obligations past, present and future, and any and all subsequent renewals, continuations, modifications, supplements and amendments thereof, and for the payment of any and all debts and other obligations of Subject of whatever nature, whether matured or unmatured, whether absolute or contingent and whether now or hereafter existing or arising or contracted or incurred or owing to or acquired by you by assignment, transfer or otherwise (such debts and other obligations referred to herein as "General Obligations"). Any and all present and future debts and obligations of Subject to us are hereby waived and postponed in favor of and subordinated to the full payment and performance of all past, present and future debts and obligations of Subject to you. We affirmatively represent and warrant to you that we will not transfer any personal assets to any party without full and valuable consideration in money's worth for said transfer and we understand that in reliance upon and in consideration of this representation, specific credit accommodations as described above are being extended to the Subject by you. We hereby waive notice of acceptance hereof and of all notices of any kind to which we may be entitled, including without limitation any and all demands of payment, notices of non-payment, protest and dishonor to us or Subject or makers, or endorsers of any notes or other instruments for which we are or may be liable hereunder. You shall be entitled to hold any and all sums to our credit and any of our property at any time in your possession as security for any and all of our obligations to you, no matter how or when arising and whether under this instrument or otherwise. We further waive notice of and hereby consent to any agreement or arrangements whatever with Subject or anyone else, including without limitation, agreements and arrangements for payment extension, subordination, composition, arrangement, discharge or release of the whole or any part of Security Obligations, or for releases of collateral and/or other guarantors, or for the change or surrender of any and all security, or for compromise, whether by way of acceptance of part payment or of return of merchandise or of dividends or in any other way whatsoever, and the same shall in no way impair our liability hereunder. The liability hereunder of each of the undersigned is direct and unconditional and may be enforced without requiring you first to resort to any other right, remedy or security and shall survive any repossession of property whether or not such constitutes an election of remedies against Subject; nothing shall discharge or satisfy our liability hereunder except the full performance and payment of all Security Obligations and General Obligations with interest. We shall have no right of subrogation, reimbursement or indemnity whatsoever and no right of recourse to or with respect to any assets or property of Subject or to any collateral for Security Obligations, unless and until all Security Obligations and General Obligations shall have been paid and performed in full and if the undersigned shall be deemed to be an "insider", (as the term is used in Bankruptcy Code) then all rights of subrogation are waived. If you become involved in any lawsuit against any of us or concerning a breach of any covenant or agreement herein contained, we shall be obligated to pay to you, and you may obtain judgment for, (a) all unpaid balances and any other monies due to you from Subject; (b) all costs and expenses of any such suit; (c) 20% of the sum of (a) plus (b), representing attorneys' fees (which sum is deemed to be reasonable), plus (d) interest on (a), (b) and (c) at the highest lawful rate provided for in any of the Security Obligations until such sum is paid in full (the sum of (a), (b), (c) and (d) called "the Judgment Amount"). As part of the consideration for your entering into and/or purchasing and/or accepting an assignment of one or more Security Obligations with Subject as obligor thereon, we hereby designate and appoint Edwin M. Baum, Esq. and C-A Credit Corp., both of New York, or either of them, as our true and lawful attorney-in-fact and agent for each of us and in our name, place and stead to accept service of any process within the State of New York, you agreeing to notify us by depositing in the United States mails certified mail, postage prepaid, written notice of such service addressed to us at our address shown hereinbelow, within three (3) days of such service having been effected and the undersigned do hereby agree to the exclusive venue and jurisdiction of any State or Federal court in the State and County of New York regarding any matter arising hereunder. We hereby irrevocably authorize any attorney of any court of record to appear for and confess judgment against any one or more of us (except in any jurisdiction where such action is not permitted by law) for the Judgment Amount, without stay of execution, and we hereby waive and release relief from any and all appraisal, stay or exemption laws then in force. We agree that if we or Subject shall at any time become insolvent, or make a general assignment, or if a petition in bankruptcy or any insolvency or reorganization proceeding shall be commenced by, against or in respect of us or Subject, any and all of our obligations shall, at your sole option, forthwith become due and payable without notice. You may appropriate and apply to any of our obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, monies, drafts, notes or checks coming into your possession and belonging to us and endorse our name thereon for deposit, negotiation, discount or collection. We have not relied upon any representations or warranties in connection with the execution and delivery of this instrument and our obligations hereunder are absolute and unconditional notwithstanding the invalidity or unenforceability of any of the Security Obligations or General Obligations or of this instrument. This instrument is a continuing guaranty and shall continue in full force and effect, notwithstanding the death of any of us, until the full performance, payment and discharge of all Security Obligations and General Obligations, and thereafter until actual receipt by you from us of written notice of termination; such termination shall be applicable only to transactions having their inception thereafter. Termination by one or more of us shall not affect the liability of such of us as do not give such notice of termination.

No representations and/or agreements not set forth herein have been made to us. We hereby assert and confirm that we executed and entered into this instrument voluntarily and without any coercion, duress or undue influence of any kind, whether directly or indirectly, having been exerted upon us by you or any of your employees, agents or representatives. In further consideration for your entering into any of the Security Obligations and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the undersigned, individually and for his or her heirs, executors, administrators, personal representatives, successors and assigns, does hereby waive, forego and agree not to assert any and all rights, claims and defenses, if any, under the Federal Equal Credit Opportunity Act ("ECOA"), 15 U.S.C. § 1691 et seq. and Regulations promulgated thereunder, that may inure to the benefit of the undersigned as a result of your obtaining or our executing this instrument. We hereby ratify and approve the obtaining by you of credit reports relating to us and hereby agree that you may hereafter obtain such credit reports as you may, in your sole discretion, determine.

The words "you" and "your" as used herein shall mean and include and this instrument shall apply in favor of and be severally enforceable by any addressee hereinabove named and/or any concern which is or may at any time be the parent, subsidiary of such parent, subsidiary or assignee thereof. We knowingly, voluntarily and intentionally waive any and all right to a trial by jury of any and all claims, defenses, counterclaims,

**FILED**

JUN 30 2005

William A. Shaw  
Prothonotary



OFFICE OF THE PROTHONOTARY  
COURT OF COMMON PLEAS

To:

William W. Lumadue  
556 Lumber City Highway  
Mahaffey, PA 15757

ORIX Financial Services, Inc. f/k/a  
ORIX Credit Alliance, Inc.

: COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY

: \_\_\_\_\_ Term, \_\_\_\_\_  
: \_\_\_\_\_ 2005-941-C9  
: No. \_\_\_\_\_

vs.

RML Trucking, Inc., Robin Lumadue  
and William W. Lumadue

**N O T I C E**

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a JUDGMENT BY CONFESSION has been entered against you in the above proceeding and that enclosed herewith is a copy of all the (record) documents filed in support of the said judgment.

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

ATTORNEY Michael F.J. Romano, Esquire Esquire  
at this telephone number: (856) 384-1515 (Insert Attorney's Name)

Prothonotary



OFFICE OF THE PROTHONOTARY  
COURT OF COMMON PLEAS

To: Robin Lumadue  
556 Lumber City Highway  
Mahafey, PA 15757

ORIX Financial Services, Inc. f/k/a  
ORIX Credit Alliance, Inc.

vs.  
RML Trucking, Inc., Robin Lumadue  
and William W. Lumadue

: COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY  
:  
:  
: \_\_\_\_\_ Term, \_\_\_\_\_  
:  
: No. \_\_\_\_\_

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

ATTORNEY Michael F.J. Romano, Esquire Esquire  
(Insert Attorney's Name)  
at this telephone number: (856) 384-1515

*Prothonotary*



OFFICE OF THE PROTHONOTARY  
COURT OF COMMON PLEAS

To:

RML Trucking, Inc.  
RR 1, Box 646  
Mahaffey, PA 15757

ORIX Financial Services, Inc. f/k/a  
ORIX Credit Alliance, Inc.

: COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY

vs.

RML Trucking, Inc., Robin Lumadue  
and William W. Lumadue

: \_\_\_\_\_ Term, \_\_\_\_\_  
: \_\_\_\_\_  
: No. \_\_\_\_\_

**N O T I C E**

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IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL:  
ATTORNEY \_\_\_\_\_ Michael F.J. Romano, Esquire

at this telephone number: \_\_\_\_\_ (Insert Attorney's Name) (856) 384-1515 \_\_\_\_\_ Esquire

*Prothonotary*

LAW OFFICES OF MICHAEL F.J. ROMANO

Identification No. 52268

52 Newton Avenue, P.O. Box 456

Woodbury, NJ 08096

(856) 384-1515

Attorney for Plaintiff, ORIX Financial Services, Inc. f/k/a ORIX Credit Alliance, Inc.

ORIX FINANCIAL SERVICES, INC. f/k/a  
ORIX CREDIT ALLIANCE, INC.  
600 Townpark Lane  
Kennesaw, GA 30144

COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY

Plaintiff

TERM, 2005

v.

RML TRUCKING, INC.  
RR 1, Box 646  
Mahaffey, PA 15757

CIVIL ACTION - LAW

NO.: 2005-941-C0

FILED

JUN 30 2005

William A. Shaw  
Prothonotary

Defendants

ENTRY OF APPEARANCE, PRAECLPICE FOR ASSESSMENT  
OF DAMAGES AND CONFESSION OF JUDGMENT

TO THE PROTHONOTARY:

Kindly enter my appearance for and on behalf of the plaintiff, ORIX Financial Services, Inc. f/k/a ORIX Credit Alliance, Inc.

I hereby confess judgment in favor of the plaintiff, ORIX Financial Services, Inc. f/k/a ORIX Credit Alliance, Inc., and against the defendants, RML Trucking, Inc., Robin Lumadue and William W. Lumadue, by virtue of the warrant of attorney contained in the Lease Agreement and Guaranties attached to the accompanying Complaint for Confession of Judgment as Exhibits A and C, respectively, and assess damages in the amount of \$82,571.25, plus continuing late charges, actual attorney's fees and costs.

LAW OFFICES OF MICHAEL F.J. ROMANO  
Attorney for Plaintiff

Dated: 6-23-05

Michael F.J. Romano, Esquire  
Identification No. 52268  
52 Newton Avenue  
P.O. Box 456  
Woodbury, NJ 08096  
(856) 384-1515

**LAW OFFICES OF  
MICHAEL F.J. ROMANO  
Identification No. 52268  
52 Newton Avenue, P.O. Box 456  
Woodbury, NJ 08096  
(856) 384-1515  
Attorney for Plaintiff, ORIX Financial Services, Inc. f/k/a ORIX Credit Alliance, Inc.**

ORIX FINANCIAL SERVICES, INC. f/k/a  
ORIX CREDIT ALLIANCE, INC.  
600 Townpark Lane  
Kennesaw, GA 30144

COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY

v.

RML TRUCKING, INC.  
RR 1, Box 646  
Mahaffey, PA 15757

TERM, 2005

CIVIL ACTION - LAW

NO.: \_\_\_\_\_

ROBIN LUMADUE  
556 Lumber City Highway  
Mahaffey, PA 15757

WILLIAM W. LUMADUE  
556 Lumber City Highway  
Mahaffey, PA 15757

Defendants

**AFFIDAVIT OF NON-MILITARY SERVICE, ETC.**

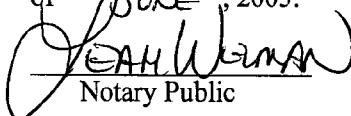
Yvonne Kalpakoff states that she is a Senior Vice President of ORIX Financial Services, Inc. f/k/a ORIX Credit Alliance, Inc., plaintiff in the above-captioned matter; that she is duly authorized to make this Affidavit on its behalf; that the facts herein set forth are true and correct to the best of her knowledge, information and belief; that the defendants are not in the Military or Naval Service of the United States, nor any state or territory thereof or its allies, as defined in the Soldier's and Sailor's Civil Relief Act of 1940, as amended.

This statement is made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

ORIX FINANCIAL SERVICES, INC. f/k/a  
ORIX CREDIT ALLIANCE, INC.

By: Yvonne Kalpakoff  
Title: Senior Vice President

Sworn to and subscribed  
before me this 27<sup>th</sup> day  
of JUNE, 2005.

  
Notary Public

**Notary Public, Cobb County, Georgia  
My Commission Expires August 24, 2008**



## Military Status Report

Pursuant to the Servicemen's Civil Relief Act of 2003

Last Name	First	Middle	Begin Date	Active Duty Status	Service/Agency
LUMADUE	WILLIAM	W			
Currently not on Active Military Duty, based on the Social Security Number and last name provided.					

Upon searching the information data banks of the Department of Defense Manpower Data Center, the above is the current status of the Defendant(s), per the Information provided, as to all branches of the Military.

Robert J. Brandewie, Director  
Department of Defense - Manpower Data Center  
1600 Wilson Blvd., Suite 400  
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

**If you have information that makes you feel that the DMDC response is not correct, please fax your response to 703-696-4156 or call 703-696-6762 and further research will be done. For personal privacy reasons, SSNs are not available on this printed results page. Requesters submitting a SSN only receive verification that the SSN they submitted is a match or non-match.**



Military Status Report  
Pursuant to the Servicemen's Civil Relief Act of 2003

Last Name	First	Middle	Begin Date	Active Duty Status	Service/Agency
LUMADUE	ROBIN	M			

Currently not on Active Military Duty, based on the Social Security Number and last name provided.

Upon searching the information data banks of the Department of Defense Manpower Data Center, the above is the current status of the Defendant(s), per the Information provided, as to all branches of the Military.

Robert J. Brandewie, Director  
Department of Defense - Manpower Data Center  
1600 Wilson Blvd., Suite 400  
Arlington, VA 22209-2593

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**LAW OFFICES OF  
MICHAEL F.J. ROMANO  
Identification No. 52268  
52 Newton Avenue, P.O. Box 456  
Woodbury, NJ 08096  
(856) 384-1515**

**Attorney for Plaintiff, ORIX Financial Services, Inc. f/k/a ORIX Credit Alliance, Inc.**

ORIX FINANCIAL SERVICES, INC. f/k/a  
ORIX CREDIT ALLIANCE, INC.  
600 Townpark Lane  
Kennesaw, GA 30144

COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY

Plaintiff:

TERM, 2005

v.

CIVIL ACTION - LAW

RML TRUCKING, INC.  
RR 1, Box 646  
Mahaffey, PA 15757

NO.: \_\_\_\_\_

ROBIN LUMADUE  
556 Lumber City Highway  
Mahaffey, PA 15757

WILLIAM W. LUMADUE  
556 Lumber City Highway  
Mahaffey, PA 15757

Defendants

**AFFIDAVIT OF BUSINESS TRANSACTION**

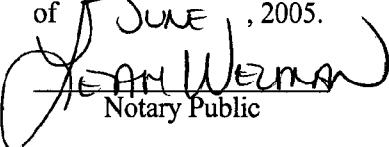
Yvonne Kalpakoff states that she is a Senior Vice President of ORIX Financial Services, Inc. f/k/a ORIX Credit Alliance, Inc., plaintiff in the above-captioned matter; and that, to the best of her knowledge, information and belief, the debt involved arises from a business transaction and not from a consumer transaction or a retail sales agreement or contract.

This statement is made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

ORIX FINANCIAL SERVICES, INC. f/k/a  
ORIX CREDIT ALLIANCE, INC.

By: Yvonne Kalpakoff  
Title: Senior Vice President

Sworn to and subscribed  
before me this 21<sup>st</sup> day  
of JUNE, 2005.

  
Notary Public  
Notary Public, Cobb County, Georgia  
My Commission Expires August 24, 2008

**LAW OFFICES OF  
MICHAEL F.J. ROMANO  
Identification No. 52268  
52 Newton Avenue, P.O. Box 456  
Woodbury, NJ 08096  
(856) 384-1515**

**Attorney for Plaintiff, ORIX Financial Services, Inc. f/k/a ORIX Credit Alliance, Inc.**

ORIX FINANCIAL SERVICES, INC. f/k/a	:	COURT OF COMMON PLEAS
ORIX CREDIT ALLIANCE, INC.	:	OF CLEARFIELD COUNTY
600 Townpark Lane	:	
Kennesaw, GA 30144	:	
	:	TERM, 2005
Plaintiff:	:	CIVIL ACTION - LAW
v.	:	NO.: _____
RML TRUCKING, INC.	:	
RR 1, Box 646	:	
Mahaffey, PA 15757	:	
ROBIN LUMADUE	:	
556 Lumber City Highway	:	
Mahaffey, PA 15757	:	
WILLIAM W. LUMADUE	:	
556 Lumber City Highway	:	
Mahaffey, PA 15757	:	
Defendants	:	

**AFFIDAVIT OF ADDRESSES AND CONJUGAL INCOME**

Yvonne Kalpakoff states that she is a Senior Vice President of ORIX Financial Services, Inc. f/k/a ORIX Credit Alliance, Inc., plaintiff in the above-captioned matter; that she is authorized to make this affidavit on behalf of plaintiff; that the facts set forth in the foregoing Complaint are true and correct to the best of her knowledge, information and belief; and that to the best of her knowledge, information and belief, the income of defendants is in excess of \$10,000.

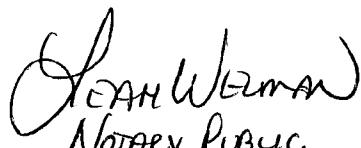
Affiant also certifies that the address of the defendant is as follows:

RML Trucking	Robin Lumadue	William W. Lumadue
RR 1, Box 646	556 Lumber City Hwy.	556 Lumber City Hwy.
Mahaffey, PA 15757	Mahaffey, PA 15757	Mahaffey, PA 15757

ORIX FINANCIAL SERVICES, INC. f/k/a  
ORIX CREDIT ALLIANCE, INC.

By: Yvonne Kalpakoff  
Title: Senior Vice President

Sworn to and subscribed  
before me this 21<sup>st</sup> day  
of June, 2005.

  
Leah Weiman  
Notary Public

Notary Public, Cobb County, Georgia  
My Commission Expires August 24, 2008

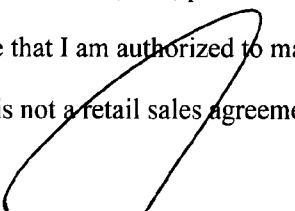
**LAW OFFICES OF  
MICHAEL F.J. ROMANO  
Identification No. 52268  
52 Newton Avenue, P.O. Box 456  
Woodbury, NJ 08096  
(856) 384-1515  
Attorney for Plaintiff, ORIX Financial Services, Inc. f/k/a ORIX Credit Alliance, Inc.**

ORIX FINANCIAL SERVICES, INC. f/k/a	:	COURT OF COMMON PLEAS
ORIX CREDIT ALLIANCE, INC.	:	OF CLEARFIELD COUNTY
600 Townpark Lane	:	
Kennesaw, GA 30144	:	
	:	TERM, 2005
Plaintiff	:	
	:	CIVIL ACTION - LAW
v.	:	
RML TRUCKING, INC.	:	
RR 1, Box 646	:	
Mahaffey, PA 15757	:	
	:	
ROBIN LUMADUE	:	
556 Lumber City Highway	:	
Mahaffey, PA 15757	:	
	:	
WILLIAM W. LUMADUE	:	
556 Lumber City Highway	:	
Mahaffey, PA 15757	:	
	:	
Defendants	:	

**AFFIDAVIT**

I, MICHAEL F.J. ROMANO, an attorney at law licensed to practice in the Commonwealth of Pennsylvania and entrusted with the handling of the above-referenced matter on behalf of ORIX Financial Services, Inc. f/k/a ORIX Credit Alliance, Inc., plaintiff in the above-captioned matter, being duly sworn according to law, hereby state that I am authorized to make this affidavit on behalf of plaintiff and that the agreement at issue herein is not a retail sales agreement or contract.

Sworn to and subscribed  
before me this 23<sup>rd</sup> day  
of June, 2005.

  
Michael F.J. Romano, Esquire

  
Notary Public

**TAMMY L. YOWELL  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES NOVEMBER 14, 2005**

**LAW OFFICES OF  
MICHAEL F.J. ROMANO  
Identification No. 52268  
52 Newton Avenue, P.O. Box 456  
Woodbury, NJ 08096  
(856) 384-1515**

**Attorney for Plaintiff, ORIX Financial Services, Inc. f/k/a ORIX Credit Alliance, Inc.**

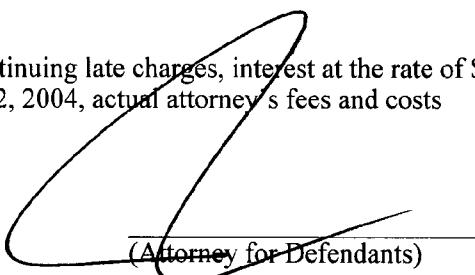
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ORIX FINANCIAL SERVICES, INC. f/k/a	:	COURT OF COMMON PLEAS
ORIX CREDIT ALLIANCE, INC.	:	OF CLEARFIELD COUNTY
600 Townpark Lane	:	
Kennesaw, GA 30144	:	
	:	TERM, 2005
Plaintiff	:	
	:	CIVIL ACTION - LAW
v.	:	
	:	NO.: _____
RML TRUCKING, INC.	:	
RR 1, Box 646	:	
Mahaffey, PA 15757	:	
	:	
ROBIN LUMADUE	:	
556 Lumber City Highway	:	
Mahaffey, PA 15757	:	
	:	
WILLIAM W. LUMADUE	:	
556 Lumber City Highway	:	
Mahaffey, PA 15757	:	
	:	
Defendants	:	

**CONFESSION OF JUDGMENT WHERE  
ACTION COMMENCED BY COMPLAINT**

Pursuant to the authority contained in the warrant of attorney, the original or a copy of which is attached to the Complaint filed in this action, I appear for the defendant and confess judgment in favor of the plaintiff and against the defendants RML Trucking, Inc., Robin Lumadue and William W. Lumadue, as follows:

\$82,571.25, plus continuing late charges, interest at the rate of \$9.17 per day from February 22, 2004, actual attorney's fees and costs

  
(Attorney for Defendants)

**LAW OFFICES OF  
MICHAEL F.J. ROMANO  
Identification No. 52268  
52 Newton Avenue, P.O. Box 456  
Woodbury, NJ 08096  
(856) 384-1515  
Attorney for Plaintiff, ORIX Financial Services, Inc. f/k/a ORIX Credit Alliance, Inc.**

ORIX FINANCIAL SERVICES, INC. f/k/a	:	COURT OF COMMON PLEAS
ORIX CREDIT ALLIANCE, INC.	:	OF CLEARFIELD COUNTY
600 Townpark Lane	:	
Kennesaw, GA 30144	:	
	:	TERM, 2005
Plaintiff	:	
	:	CIVIL ACTION - LAW
v.	:	
RML TRUCKING, INC.	:	
RR 1, Box 646	:	
Mahaffey, PA 15757	:	
	:	
ROBIN LUMADUE	:	
556 Lumber City Highway	:	
Mahaffey, PA 15757	:	
	:	
WILLIAM W. LUMADUE	:	
556 Lumber City Highway	:	
Mahaffey, PA 15757	:	
	:	
Defendants	:	

**NOTICE UNDER RULE 2958.1 OF  
JUDGMENT AND EXECUTION THEREON**

**Notice of Defendant's Rights**

To: RML Trucking, Inc.  
RR 1, Box 646  
Mahaffey, PA 15757

A judgment with a present balance in the amount of \$82,571.25, plus continuing late charges, interest at the rate of \$9.17 per day from February 22, 2004, actual attorney's fees and costs has been entered against you and in favor of the plaintiff without any prior notice or hearing based on a confession of judgment contained in a written agreement or other paper allegedly signed by you. The Sheriff may take your money or other property to pay the judgment at any time after thirty (30) days after the date on which this notice is served on you.

You may have legal rights to defeat the judgment or to prevent your money or property from being taken. YOU MUST FILE A PETITION SEEKING RELIEF FROM THE JUDGMENT AND PRESENT IT TO A JUDGE WITHIN THIRTY (30) DAYS AFTER THE DATE ON WHICH THIS NOTICE IS SERVED ON YOU OR YOU MAY LOSE YOUR RIGHTS.

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 Service  
Court Administration - David Mehoick  
One North Second Street  
Clearfield, PA 16830  
Telephone: (814) 765-2641

LAW OFFICES OF  
MICHAEL F.J. ROMANO  
Attorneys for Plaintiff,  
ORIX Financial Service, Inc. f/k/a  
ORIX Credit Alliance, Inc.

Dated:

Michael F.J. Romano, Esquire  
Identification No. 52268  
52 Newton Avenue  
P.O. Box 456  
Woodbury, NJ 08096  
(856) 384-1515

  
**LAW OFFICES OF**  
**MICHAEL F.J. ROMANO**  
**Identification No. 52268**  
**52 Newton Avenue, P.O. Box 456**  
**Woodbury, NJ 08096**  
**(856) 384-1515**

**Attorney for Plaintiff, ORIX Financial Services, Inc. f/k/a ORIX Credit Alliance, Inc.**

ORIX FINANCIAL SERVICES, INC. f/k/a	:	COURT OF COMMON PLEAS
ORIX CREDIT ALLIANCE, INC.	:	OF CLEARFIELD COUNTY
600 Townpark Lane	:	
Kennesaw, GA 30144	:	
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RR 1, Box 646	:	
Mahaffey, PA 15757	:	
ROBIN LUMADUE	:	
556 Lumber City Highway	:	
Mahaffey, PA 15757	:	
WILLIAM W. LUMADUE	:	
556 Lumber City Highway	:	
Mahaffey, PA 15757	:	
Defendants	:	

**NOTICE UNDER RULE 2958.1 OF  
JUDGMENT AND EXECUTION THEREON**

**Notice of Defendant's Rights**

To: Robin Lumadue  
556 Lumber City Highway  
Mahaffey, PA 15757

A judgment with a present balance in the amount of \$82,571.25, plus continuing late charges, interest at the rate of \$9.17 per day from February 22, 2004, actual attorney's fees and costs has been entered against you and in favor of the plaintiff without any prior notice or hearing based on a confession of judgment contained in a written agreement or other paper allegedly signed by you. The Sheriff may take your money or other property to pay the judgment at any time after thirty (30) days after the date on which this notice is served on you.

You may have legal rights to defeat the judgment or to prevent your money or property from being taken. YOU MUST FILE A PETITION SEEKING RELIEF FROM THE JUDGMENT AND PRESENT IT TO A JUDGE WITHIN THIRTY (30) DAYS AFTER THE DATE ON WHICH THIS NOTICE IS SERVED ON YOU OR YOU MAY LOSE YOUR RIGHTS.

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 Service  
Court Administration - David Mehoick  
One North Second Street  
Clearfield, PA 16830  
Telephone: (814) 765-2641

LAW OFFICES OF  
MICHAEL F.J. ROMANO  
Attorneys for Plaintiff,  
ORIX Financial Service, Inc. f/k/a  
ORIX Credit Alliance, Inc.

Dated:

Michael F.J. Romano, Esquire  
Identification No. 52268  
52 Newton Avenue  
P.O. Box 456  
Woodbury, NJ 08096  
(856) 384-1515

**LAW OFFICES OF  
MICHAEL F.J. ROMANO  
Identification No. 52268  
52 Newton Avenue, P.O. Box 456  
Woodbury, NJ 08096  
(856) 384-1515**

**Attorney for Plaintiff, ORIX Financial Services, Inc. f/k/a ORIX Credit Alliance, Inc.**

ORIX FINANCIAL SERVICES, INC. f/k/a	:	COURT OF COMMON PLEAS
ORIX CREDIT ALLIANCE, INC.	:	OF CLEARFIELD COUNTY
600 Townpark Lane	:	
Kennesaw, GA 30144	:	
	:	TERM, 2005
Plaintiff	:	CIVIL ACTION - LAW
v.	:	NO.: _____
RML TRUCKING, INC.	:	
RR 1, Box 646	:	
Mahaffey, PA 15757	:	
ROBIN LUMADUE	:	
556 Lumber City Highway	:	
Mahaffey, PA 15757	:	
WILLIAM W. LUMADUE	:	
556 Lumber City Highway	:	
Mahaffey, PA 15757	:	
Defendants	:	

**NOTICE UNDER RULE 2958.1 OF  
JUDGMENT AND EXECUTION THEREON**

**Notice of Defendant's Rights**

To: William W. Lumadue  
556 Lumber City Highway  
Mahaffey, PA 15757

A judgment with a present balance in the amount of \$82,571.25, plus continuing late charges, interest at the rate of \$9.17 per day from February 22, 2004, actual attorney's fees and costs has been entered against you and in favor of the plaintiff without any prior notice or hearing based on a confession of judgment contained in a written agreement or other paper allegedly signed by you. The Sheriff may take your money or other property to pay the judgment at any time after thirty (30) days after the date on which this notice is served on you.

You may have legal rights to defeat the judgment or to prevent your money or property from being taken. **YOU MUST FILE A PETITION SEEKING RELIEF FROM THE JUDGMENT AND PRESENT IT TO A JUDGE WITHIN THIRTY (30) DAYS AFTER THE DATE ON WHICH THIS NOTICE IS SERVED ON YOU OR YOU MAY LOSE YOUR RIGHTS.**

**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:**

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LAW OFFICES OF  
MICHAEL F.J. ROMANO  
Attorneys for Plaintiff,  
ORIX Financial Service, Inc. f/k/a  
ORIX Credit Alliance, Inc.

Dated:

~~Michael F.J. Romano, Esquire  
Identification No. 52268  
52 Newton Avenue  
P.O. Box 456  
Woodbury, NJ 08096  
(856) 384-1515~~

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

Orix Financial Services, Inc.  
f/k/a Orix Credit Alliance, Inc.  
Plaintiff(s)

No.: 2005-00941-CD

Real Debt: \$82,571.25

Atty's Comm: \$

Vs. Costs: \$

Int. From: \$

RML Trucking, Inc.  
Robin Lumadue  
William Lumadue  
Defendant(s)

Entry: \$

Instrument: Complaint in Confession of  
Judgment

Date of Entry: June 30, 2005

Expires: June 30, 2010

Certified from the record this June 30, 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

Atty pd. 20.00  
FILED  
M 6/16/06 1 CC & L Wonts  
NOV 06 2006 to Sheriff  
6W

William A. Shaw  
Prothonotary/Clerk of Courts

**LAW OFFICES OF  
MICHAEL F.J. ROMANO  
Identification No. 52268  
52 Newton Avenue, P.O. Box 456  
Woodbury, NJ 08096  
(856) 384-1515**

**Attorney for Plaintiff, ORIX Financial Services, Inc. f/k/a ORIX Credit Alliance, Inc.**

ORIX FINANCIAL SERVICES, INC. f/k/a  
ORIX CREDIT ALLIANCE, INC.  
600 Townpark Lane  
Kennesaw, GA 30144

COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY

Plaintiff

CIVIL ACTION - LAW  
NO.: 2005-941-CD

v.  
RML TRUCKING, INC.  
RR 1, Box 646  
Mahaffey, PA 15757

ROBIN LUMADUE  
556 Lumber City Highway  
Mahaffey, PA 15757

WILLIAM W. LUMADUE  
556 Lumber City Highway  
Mahaffey, PA 15757

Defendants

**PRAECIPE FOR ISSUANCE OF WRIT OF EXECUTION  
UPON CONFESSION OF JUDGMENT**

To the Prothonotary:

Kindly issue a writ of execution upon a judgment entered by confession in the above matter,

- (1) Directed to the Sheriff of Clearfield County;
- (2) Against defendants, Robin Lumadue and William Lumadue at 556 Lumber City Highway, Mahaffey, Pennsylvania 15757; and
- (3) against N/A, garnishee(s);

(4) and index this writ

(a) against defendants, Robin Lumadue and William Lumadue at 556 Lumber City Highway, Mahaffey, Pennsylvania 15757; and

(b) against N/A, garnishee(s), as a lis pendens against real property of the defendant in name of garnishee as follows: any and all personal property, owned by defendants, Robin Lumadue and William Lumadue, in your County, including but not limited to at 556 Lumber City Highway, Mahaffey, Pennsylvania 15757

(5) Amount due \$82,571.25

Interest at 1/15 of 1% per day until paid

Attorneys' fees \$ \_\_\_\_\_

[Costs to be added] \$ 105.00 **Prothonotary costs**

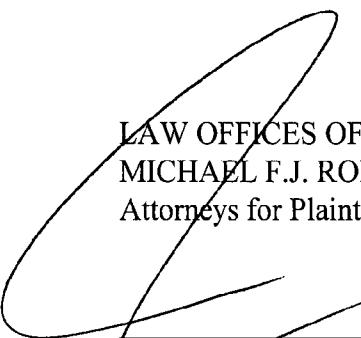
Total Amount Due: \$ \_\_\_\_\_

#### CERTIFICATION

I certify that:

(a) This praecipe is based upon a judgment entered by confession, and  
(b) Notice was served pursuant to Rule 2958.1 at least thirty (30) days prior to the filing of this Praecipe.

LAW OFFICES OF  
MICHAEL F.J. ROMANO  
Attorneys for Plaintiff

  
Michael F.J. Romano, Esquire

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

Orix Financial Services, Inc.,  
f/k/a Orix Credit Alliance, Inc.

Vs.

NO.: 2005-00941-CD

RML Trucking, Inc., Robin Lumadue,  
and William W. Lumadue

CO.  
Y

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due ORIX FINANCIAL SERVICES, INC., f/k/a Orix Credit Alliance, Inc., Plaintiff(s) from RML TRUCKING, INC., ROBIN LUMADUE, and WILLIAM W LUMADUE, , Defendant(s):

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

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

Garnishee(s) as follows:

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

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

(4) **If Social Security or Supplemental Income funds are directly deposited into an account of the defendant, the levy and attachment shall not include any funds that may be traced to Social Security direct deposits. In addition, the levy and attachment shall not include \$300.00 in the account of the defendant.**

AMOUNT DUE/PRINCIPAL: \$82,571.25  
INTEREST: 1/15 of 1% per day until paid  
ATTY'S COMM: \$  
DATE: 11/06/2006

PROTHONOTARY'S COSTS PAID: \$105.00  
SHERIFF: \$  
OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

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

Requesting Party: Michael F.J. Romano, Esq.  
52 Newton Ave.  
PO Box 456  
Woodbury, NJ 08096  
(856) 384-1515

Sheriff

FILED

JUN 13 2007

My 12:30

William A. Shaw  
Prothonotary/Clerk of Courts

3 cent. costs +  
6 wnts.

TO

LAW OFFICES OF  
MICHAEL F.J. ROMANO  
Identification No. 52268  
52 Newton Avenue, P.O. Box 456  
Woodbury, NJ 08096  
(856) 384-1515

Attorney for Plaintiff, ORIX Financial Services, Inc. f/k/a ORIX Credit Alliance, Inc.

ORIX FINANCIAL SERVICES, INC. f/k/a  
ORIX CREDIT ALLIANCE, INC.  
600 Townpark Lane  
Kennesaw, GA 30144

COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY

SUPER.

Plaintiff

CIVIL ACTION - LAW

v.

NO.: 2005-941-CD

RML TRUCKING, INC.  
RR 1, Box 646  
Mahaffey, PA 15757

ROBIN LUMADUE  
WILLIAM W. LUMADUE  
556 Lumber City Highway  
Mahaffey, PA 15757

Defendants

#### PRAECIPE FOR WRIT OF EXECUTION ON REAL ESTATE

TO THE PROTHONOTARY:

Kindly issue a Writ of Execution on Real Estate for the property located at Tax Parcel # 117-E11-000-034.3, Deed recorded at Book/Volume 1945, Page 295 on June 29, 1998, and owned by defendant Robin M. Antes n/k/a Robin M. Lumadue.

- (1) Direct to the Sheriff of Clearfield County, Pennsylvania;
- (2) against, Robin M. Antes n/k/a Robin M. Lumadue of RR1, Mahaffey, Pennsylvania a/k/a 556 Lumber City Highway, Mahaffey, Pennsylvania, Defendant;
- (3) in the amount of \$82,571.25, plus continuing late charges, interest at the rate of \$9.71 per day until paid, actual attorney's fees and costs;

as a lis pendens against the real property of the defendants in the name of the garnishee(s).

Specifically describe the property per attached property description. Tax Map or Parcel I.D. #117-E11-000-034.3, Deed recorded at Book/Volume 1945 / Page 295 a/k/a RR1 Mahaffey, Pennsylvania and/or 556 Lumber City Highway, Mahaffey, Pennsylvania 15757 (See Attached Legal Description)

Michael F.J. Romano, Esquire

52 Newton Avenue, P.O. Box 456

Woodbury, NJ 08096

Attorney I.D.# 52268

## PROPERTY DESCRIPTION

ALL that certain piece of parcel of land situate in the Greenwood Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin on right-of-way of PA Route 969, southern side of highway approximately 68 feet from its centerline and on line of U.S. Government Property to the West; thence from said iron pin South 1 degree 15 minutes West 40.00 feet to an iron pin; thence still by U.S. Government South 88 degrees 00 minutes West 50.00 feet to an iron pin on East side of earthen road approximately 21.0 feet from its centerline; thence along U.S. Government and right-of-way East of earthen road used as access by said U.S. Government South 1 degree 15 minutes West 295.00 feet to an iron pin on line now or formerly of Benjamin Lingle South 85 degrees 45 minutes East 245 feet to an iron pin; thence still by Benjamin Lingle North 1 degree 15 minutes 295.00 feet to an iron pin on right-of-way of Railroad Sidings said iron pin being also approximately 96.0 feet from centerline of PA Route 969; thence along Railroad Sidings and approximately parallel to PA Route 969, North 85 degrees 45 minutes West 215.00 feet to an iron pin; thence still by Railroad Siding area North 1 degree 15 minutes East 40.00 feet to an iron pin on right-of-way on Southern side of PA Route 969; thence by said south right-of-way north 85 degrees 45 minutes West 30.00 feet to place of beginning. Containing 2.0225 acres by coordinate calculation.

ALSO GRANTING and CONVEYING to the Grantees herein their heirs, executors and assigns, a perpetual right-of-way over the following described premises:

BEGINNING at the Northeast corner of Tract No. 517, heretofore condemned or taken by the United State of America for project known as Curwensville Reservoir, on line or Route 969; thence along line of Route 969 in an easterly direction thirty (30) feet to a pin; thence in a southerly direction and being parallel to the eastern line of Tract No. 517, a distance of forty (40) feet, more or less, to line of land purchased by Enlo Johnston and Kathleen Johnston from Charles Wesley Gearhart by deed dated May 4, 1963; thence along line of said land in a westerly direction, thirty (30) feet to the southeast corner of Tract No. 517, as aforesaid; thence along eastern line of Tract No.: 157, forty (4) feet, more or less, to a point on the line of Route No. 969 and place of beginning.

This right-of-way is subject, nevertheless, to the condition that no coal or clay shall be hauled or transported over the same from the premises of Enlo Johnston and Kathleen Johnston, or any other premises not owned or occupied by H.S. Ale or the Good Clay and Coal Company, and this restriction is hereby accepted by the Grantees as to the use of said right-of-way for themselves, their heirs and assigns.

BEING identified in the Clearfield County Mapping and Assessment Office as Map No. 117-E11-34.3.

BEING the same premises conveyed to the Mortgagor [Robin M. Antes] herein by deed of Randall K. Brewer and Dawn Ranea Brewer dated June 25, 1998 and to be recorded herewith.

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

Orix Financial Services, Inc.,  
f/k/a Orix Credit Alliance, Inc.

Vs.

NO.: 2005-00941-CD

RML Trucking, Inc.,  
Robin Lumadue,  
William W Lumadue.

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due ORIX FINANCIAL SERVICES, INC., f/k/a Orix Credit Alliance, Inc. Plaintiff(s) from ROBIN LUMADUE, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached Property Description

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

Garnishee(s) as follows:

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

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

(4) If Social Security or Supplemental Income funds are directly deposited into an account of the defendant, the levy and attachment shall not include any funds that may be traced to Social Security direct deposits. In addition, the levy and attachment shall not include \$300.00 in the account of the defendant.

AMOUNT DUE/PRINCIPAL: \$83,571.25  
INTEREST: \$9.71 per day until paid.  
ATTY'S COMM: \$  
DATE: 6/13/2007

PROTHONOTARY'S COSTS PAID: \$125.00  
SHERIFF: \$  
OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

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

Sheriff

Requesting Party: Michael F. J. Romano, Esq.  
52 Newton Avenue, P.O. Box 456  
Woodbury, NJ 08096  
856-384-1515

## PROPERTY DESCRIPTION

ALL that certain piece of parcel of land situate in the Greenwood Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin on right-of-way of PA Route 969, southern side of highway approximately 68 feet from its centerline and on line of U.S. Government Property to the West; thence from said iron pin South 1 degree 15 minutes West 40.00 feet to an iron pin; thence still by U.S. Government South 88 degrees 00 minutes West 50.00 feet to an iron pin on East side of earthen road approximately 21.0 feet from its centerline; thence along U.S. Government and right-of-way East of earthen road used as access by said U.S. Government South 1 degree 15 minutes West 295.00 feet to an iron pin on line now or formerly of Benjamin Lingle South 85 degrees 45 minutes East 245 feet to an iron pin; thence still by Benjamin Lingle North 1 degree 15 minutes 295.00 feet to an iron pin on right-of-way of Railroad Sidings said iron pin being also approximately 96.0 feet from centerline of PA Route 969; thence along Railroad Sidings and approximately parallel to PA Route 969, North 85 degrees 45 minutes West 215.00 feet to an iron pin; thence still by Railroad Siding area North 1 degree 15 minutes East 40.00 feet to an iron pin on right-of-way on Southern side of PA Route 969; thence by said south right-of-way north 85 degrees 45 minutes West 30.00 feet to place of beginning. Containing 2.0225 acres by coordinate calculation.

ALSO GRANTING and CONVEYING to the Grantees herein their heirs, executors and assigns, a perpetual right-of-way over the following described premises:

BEGINNING at the Northeast corner of Tract No. 517, heretofore condemned or taken by the United State of America for project known as Curwensville Reservoir, on line or Route 969; thence along line of Route 969 in an easterly direction thirty (30) feet to a pin; thence in a southerly direction and being parallel to the eastern line of Tract No. 517, a distance of forty (40) feet, more or less, to line of land purchased by Enlo Johnston and Kathleen Johnston from Charles Wesley Gearhart by deed dated May 4, 1963; thence along line of said land in a westerly direction, thirty (30) feet to the southeast corner of Tract No. 517, as aforesaid; thence along eastern line of Tract No.: 157, forty (4) feet, more or less, to a point on the line of Route No. 969 and place of beginning.

This right-of-way is subject, nevertheless, to the condition that no coal or clay shall be hauled or transported over the same from the premises of Enlo Johnston and Kathleen Johnston, or any other premises not owned or occupied by H.S. Ale or the Good Clay and Coal Company, and this restriction is hereby accepted by the Grantees as to the use of said right-of-way for themselves, their heirs and assigns.

BEING identified in the Clearfield County Mapping and Assessment Office as Map No. 117-E11-34.3.

BEING the same premises conveyed to the Mortgagor [Robin M. Antes] herein by deed of Randall K. Brewer and Dawn Ranea Brewer dated June 25, 1998 and to be recorded herewith.

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

Orix Financial Services, Inc.,  
f/k/a Orix Credit Alliance, Inc.

Vs.

NO.: 2005-00941-CD

RML Trucking, Inc.,  
Robin Lumadue,  
William W Lumadue.

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due ORIX FINANCIAL SERVICES, INC., f/k/a Orix Credit Alliance, Inc. Plaintiff(s) from ROBIN LUMADUE, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached Property Description

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

Garnishee(s) as follows:

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

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

(4) If Social Security or Supplemental Income funds are directly deposited into an account of the defendant, the levy and attachment shall not include any funds that may be traced to Social Security direct deposits. In addition, the levy and attachment shall not include \$300.00 in the account of the defendant.

AMOUNT DUE/PRINCIPAL: \$83,571.25  
INTEREST: \$9.71 per day until paid.  
ATTY`S COMM: \$  
DATE: 6/13/2007

PROTHONOTARY'S COSTS PAID: \$125.00  
SHERIFF: \$  
OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

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

Sheriff

Requesting Party: Michael F. J. Romano, Esq.  
52 Newton Avenue, P.O. Box 456  
Woodbury, NJ 08096  
856-384-1515

## PROPERTY DESCRIPTION

ALL that certain piece of parcel of land situate in the Greenwood Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin on right-of-way of PA Route 969, southern side of highway approximately 68 feet from its centerline and on line of U.S. Government Property to the West; thence from said iron pin South 1 degree 15 minutes West 40.00 feet to an iron pin; thence still by U.S. Government South 88 degrees 00 minutes West 50.00 feet to an iron pin on East side of earthen road approximately 21.0 feet from its centerline; thence along U.S. Government and right-of-way East of earthen road used as access by said U.S. Government South 1 degree 15 minutes West 295.00 feet to an iron pin on line now or formerly of Benjamin Lingle South 85 degrees 45 minutes East 245 feet to an iron pin; thence still by Benjamin Lingle North 1 degree 15 minutes 295.00 feet to an iron pin on right-of-way of Railroad Sidings said iron pin being also approximately 96.0 feet from centerline of PA Route 969; thence along Railroad Sidings and approximately parallel to PA Route 969, North 85 degrees 45 minutes West 215.00 feet to an iron pin; thence still by Railroad Siding area North 1 degree 15 minutes East 40.00 feet to an iron pin on right-of-way on Southern side of PA Route 969; thence by said south right-of-way north 85 degrees 45 minutes West 30.00 feet to place of beginning. Containing 2.0225 acres by coordinate calculation.

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BEGINNING at the Northeast corner of Tract No. 517, heretofore condemned or taken by the United State of America for project known as Curwensville Reservoir, on line or Route 969; thence along line of Route 969 in an easterly direction thirty (30) feet to a pin; thence in a southerly direction and being parallel to the eastern line of Tract No. 517, a distance of forty (40) feet, more or less, to line of land purchased by Enlo Johnston and Kathleen Johnston from Charles Wesley Gearhart by deed dated May 4, 1963; thence along line of said land in a westerly direction, thirty (30) feet to the southeast corner of Tract No. 517, as aforesaid; thence along eastern line of Tract No.: 157, forty (4) feet, more or less, to a point on the line of Route No. 969 and place of beginning.

This right-of-way is subject, nevertheless, to the condition that no coal or clay shall be hauled or transported over the same from the premises of Enlo Johnston and Kathleen Johnston, or any other premises not owned or occupied by H.S. Ale or the Good Clay and Coal Company, and this restriction is hereby accepted by the Grantees as to the use of said right-of-way for themselves, their heirs and assigns.

BEING identified in the Clearfield County Mapping and Assessment Office as Map No. 117-E11-34.3.

BEING the same premises conveyed to the Mortgagor [Robin M. Antes] herein by deed of Randall K. Brewer and Dawn Ranea Brewer dated June 25, 1998 and to be recorded herewith.

CH

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY**  
**PENNSYLVANIA**

ORIX Financial Services, Inc. f/k/a  
ORIX Credit Alliance, Inc.  
(Plaintiff)  
600 Townpark Lane  
(Street Address)

Kennesaw, GA 30144  
(City, State ZIP)

VS.

Robin Lumadue, William W.  
Lumadue and RML Trucking, Inc.  
(Defendant)  
556 Lumber City Highway  
(Street Address)  
Mahaffey, PA 15757  
(City, State ZIP)

**CIVIL ACTION**

No. 2005-941-CD

Type of Case: \_\_\_\_\_

Type of Pleading: Petition for  
Alternate Method of Service

Filed on Behalf of:

Plaintiff  
(Plaintiff/Defendant)

Michael E.J. Romano, Esquire  
(Filed by)  
P.O. Box 456, 52 Newton Avenue  
Woodbury, NJ 08096  
(Address)  
(856) 384-1515  
(Phone)

(Signature)

**FILED** acc A4  
m/10:40 cm Romano  
AUG 24 2007  
cm

William A. Shaw  
Prothonotary/Clerk of Courts

**LAW OFFICES OF  
MICHAEL F.J. ROMANO  
Identification No. 52268  
52 Newton Avenue, P.O. Box 456  
Woodbury, NJ 08096  
(856) 384-1515**

**Attorney for Plaintiff, ORIX Financial Services, Inc. f/k/a ORIX Credit Alliance, Inc.**

---

ORIX FINANCIAL SERVICES, INC. f/k/a ORIX CREDIT ALLIANCE, INC.	:	COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
600 Townpark Lane	:	
Kennesaw, GA 30144	:	
	:	
Plaintiff	:	
	:	
v.	:	
	:	
RML TRUCKING, INC.	:	CIVIL ACTION - LAW
RR 1, Box 646	:	
Mahaffey, PA 15757	:	NO.: <u>2005-941-CD</u>
	:	
ROBIN LUMADUE	:	
WILLIAM W. LUMADUE	:	
556 Lumber City Highway	:	
Mahaffey, PA 15757	:	
	:	
Defendants	:	

**PETITION FOR ALTERNATE METHOD OF SERVICE  
OF WRIT OF EXECUTION ON REAL ESTATE**

**TO THE PROTHONOTARY:**

By way of Petition plaintiff, ORIX Financial Services, Inc., formerly known as ORIX Credit Alliance, Inc., does hereby say:

1. Plaintiff, ORIX Financial Services, Inc. f/k/a ORIX Credit Alliance, Inc. ("ORIX") obtained a judgment by confession against the defendants in the above-referenced matter on June 30, 2005 in the amount of \$82,571.25, plus continuing late charges, actual attorney's fees and costs.
2. On or about November 6, 2006, the Court entered a Praeclipe for Writ of Execution Upon Confessed Judgment.
3. Thereafter, on June 13, 2007, a Praeclipe for Writ of Execution on Real Estate was entered by the Clearfield County Prothonotary and a Writ of Execution on Real Estate

was issued.

4. The Sheriff of Clearfield County noticed a Sheriff's Sale for Friday, October 5, 2007 at 10:00 a.m. at the Sheriff's office.

5. The Sheriff's deputy has made several attempts to effect service on defendants without success. A true copy of the Sheriff's list of service attempts is annexed hereto as Exhibit "A".

6. The Sheriff's office believes the defendants are avoiding service.

7. Accordingly, ORIX is hereby petitioning the Court to allow the Sheriff of Clearfield County to serve defendants with the Writ of Execution Upon Real Estate by posting a true copy of the Writ of Execution Upon Real Estate on the front door of the sale property located at RR1, Mahaffey, Pennsylvania a/k/a 556 Lumber City Highway, Mahaffey, Pennsylvania and mailing a copy to said address, via first class mail and certified mail, return receipt requested.

WHEREFORE, ORIX respectfully requests that this Court enter the Order Allowing Alternate Service, directing the Sheriff of Clearfield County to effect service upon the defendants by posting a true and correct copy of the Writ of Execution and Notice of Sheriff's Sale on the front door of the sale property at 556 Lumber City Highway, Mahaffey, Pennsylvania as well as serving the defendants by first class mail and certified mail, return receipt requested.

LAW OFFICES OF  
MICHAEL F.J. ROMANO  
Attorneys for Plaintiff

Michael F.J. Romano, Esquire  
Identification No.: 52268  
52 Newton Avenue, P.O. Box 456  
Woodbury, NJ 08096  
(856) 384-1515

# **EXHIBIT “A”**

**REAL ESTATE****REAL ESTATE**

EXECUTION SERVICE SHEET

DKT: EX PAGE: 20609

DEPUTY RECEIVED: July 18, 2007

DEFENDANT(S): RML TRUCKING, INC.

ADDRESS: RR 1, BOX 646  
MAHAFFEY, PA 15757

LEVY &amp; POST AT: SAME AS ABOVE

SERVE AND LEAVE WITH: DEFENDANT POST GARNISHEE

WRIT OF EXECUTION NOTICE OF SALE TO POST / SERVE WRIT LEVY

INTERROGATORIES TO GARNISHEE WRIT OF POSSESSION

MUST BE SERVED, POSTED OR LEVIED BY: AUGUST 17, 2007

DATE SERVED, POSTED OR LEVIED: \_\_\_\_\_ TIME: \_\_\_\_\_

NAME OF PERSON SERVED: \_\_\_\_\_

TITLE: \_\_\_\_\_

WHERE SERVED /POSTED(ADDRESS): \_\_\_\_\_

DEFENDANT(S): RESIDENCE EMPLOYMENT

SIGNATURE OF PERSON SERVED: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEMPTS:	7-26-07-10:09 <sup>AM</sup> N/H	8-8-07- 10:19 <sup>AM</sup> N/H - Left Note
	7-30-07- 11:13 <sup>AM</sup> N/H - Left Note	8-13-07- 9:32 <sup>AM</sup> N/H - Left Note
	8-1-07- 11:20 <sup>AM</sup> N/H	8:15-07- 2:00 <sup>PM</sup> N/H
	8-6-07- 10:30 <sup>AM</sup> N/H	

SPECIAL DIRECTIONS:

NO 05-941-CD  
RML TRUCKING, INC. AND ROBIN LUMADUE AND WILLIAM W. LUMADUE

SERVED, POSTED OR LEVIED ON BY: \_\_\_\_\_

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CA

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

ORIX FINANCIAL SERVICES, INC. f/k/a :  
ORIX CREDIT ALLIANCE, INC.  
600 Townpark Lane  
Kennesaw, GA 30144

COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY

Plaintiff

CIVIL ACTION - LAW

v.

NO.: 2005-941-CD

RML TRUCKING, INC.  
RR 1, Box 646  
Mahaffey, PA 15757

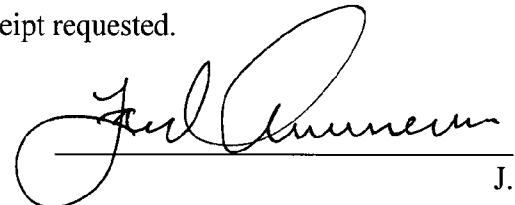
ROBIN LUMADUE  
WILLIAM W. LUMADUE  
556 Lumber City Highway  
Mahaffey, PA 15757

Defendants

**ORDER ALLOWING ALTERNATE METHOD OF SERVICE**

This matter being opened to the Court by plaintiff upon its Petition for Alternate Method of Service of plaintiff's Writ of Execution on Real Estate, and for good cause shown;

IT IS on this 28 day of August, 2007, ORDERED that the Sheriff of Clearfield County may effect service upon the defendants by posting a true copy of the Writ of Execution on Real Estate and Sale Notice to the front door of the sale property at 556 Lumber City Highway, Mahaffey, Pennsylvania, as well as mailing a true copy of same to the same address via first class mail and certified mail, return receipt requested.

  
J. J. Curran

FILED 2cc  
01/4/00304 Atty Romano  
AUG 29 2007

William A. Shaw  
Prothonotary/Clerk of Courts

FILED  
m/a/17/01  
SEP 24 2007  
S

William A. Shaw  
Prothonotary/Clerk of Courts

**LAW OFFICES OF  
MICHAEL F.J. ROMANO  
Identification No. 52268  
52 Newton Avenue, P.O. Box 456  
Woodbury, NJ 08096  
(856) 384-1515**

**Attorney for Plaintiff, ORIX Financial Services, Inc. f/k/a ORIX Credit Alliance, Inc.**

---

---

ORIX FINANCIAL SERVICES, INC. f/k/a  
ORIX CREDIT ALLIANCE, INC.  
600 Townpark Lane  
Kennesaw, GA 30144

COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY

Plaintiff

v.

RML TRUCKING, INC.  
RR 1, Box 646  
Mahaffey, PA 15757

CIVIL ACTION - LAW

NO.: 2005-941-CD

ROBIN LUMADUE  
WILLIAM W. LUMADUE  
556 Lumber City Highway  
Mahaffey, PA 15757

Defendants

STATE OF NEW JERSEY :  
: ss.  
COUNTY OF GLOUCESTER :

**AFFIDAVIT OF SERVICE OF  
NOTICE OF SHERIFF'S SALE UPON CREDITORS**

I, Michael F.J. Romano, Esquire, attorney for plaintiff, ORIX Financial Services, Inc. f/k/a ORIX Credit Alliance, Inc. does hereby affirm that the Notice of Sheriff's Sale, including the sale date of Friday, October 5, 2007 at 10:00 a.m., and Property Description were served upon defendants creditors, Citibank, Palisade Collection and National City Bank n/k/a National City Mortgage Company, via first class mail and certified mail, return receipt requested on September 12, 2007. True copies of the domestic return receipts, Notice of Sheriff's Sale and Property Description are annexed hereto as Exhibit "A".

I verify that the statements made in this affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.

Dated: \_\_\_\_\_

Michael F.J. Romano, Esquire  
Attorney for Plaintiff

Sworn to and subscribed  
before me this 20<sup>th</sup> day  
of September, 2007

*Tammy L. Yowell*

Notary Public

**TAMMY L. YOWELL**  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES  
NOVEMBER 14, 2010

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Citibank Cust Svc  
P.O. Box 6500  
Sioux Falls SD  
57117-16500

2. Article Number

(Transfer from service label)

7005 0390 0001 5879 6972

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

RMC

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

National City Bank  
1111a National City  
Mortgage Company  
332 Newark Drive  
Miamisburg OH 45342

Article Number

(Transfer from service label)

7005 0390 0001 5879 6989

S Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**COMPLETE THIS SECTION ON DELIVERY**A. Signature *JIM*

Agent  
 Addressee

**X**

B. Received by (Printed Name)

C. Date of Delivery

SEP 12 2007

D. Is delivery address different from item 1?  YesIf YES, enter delivery address below:  No

3. Service Type

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes**COMPLETE THIS SECTION ON DELIVERY**A. Signature *MIAMI MAIL CENTER*

Agent  
 Addressee

**X**

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?  YesIf YES, enter delivery address below:  No

SEP 12 2007

3. Service Type

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Malisade Collection  
Mase Manhattan Bank  
210 Sy Nan Ave.  
Englewood Cliffs NJ 07632

**COMPLETE THIS SECTION ON DELIVERY**A. Signature *Petrotto*

Agent  
 Addressee

**X**

B. Received by (Printed Name)

C. Date of Delivery

9/12/07

D. Is delivery address different from item 1?  YesIf YES, enter delivery address below:  No

3. Service Type

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

Article Number

(Transfer from service label)

7005 0390 0001 5879 6965

S Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

Exhibit A

**LAW OFFICES OF  
MICHAEL F.J. ROMANO  
Identification No. 52268  
52 Newton Avenue, P.O. Box 456  
Woodbury, NJ 08096  
(856) 384-1515**

**Attorney for Plaintiff, ORIX Financial Services, Inc. f/k/a ORIX Credit Alliance, Inc.**

ORIX FINANCIAL SERVICES, INC. f/k/a :  
ORIX CREDIT ALLIANCE, INC.  
600 Townpark Lane  
Kennesaw, GA 30144

COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY

Plaintiff

v.  
RML TRUCKING, INC.  
RR 1, Box 646  
Mahaffey, PA 15757

CIVIL ACTION - LAW  
NO.: 2005-941-CD

ROBIN LUMADUE  
WILLIAM W. LUMADUE  
556 Lumber City Highway  
Mahaffey, PA 15757

Defendants

**NOTICE OF SHERIFF'S SALE PURSUANT TO RULE 3129.2**

**TO:** Robin Lumadue f/k/a  
Robin M. Antes  
556 Lumber City Highway  
Mahaffey, PA 15757

William W. Lumadue  
556 Lumber City Highway  
Mahaffey, PA 15757

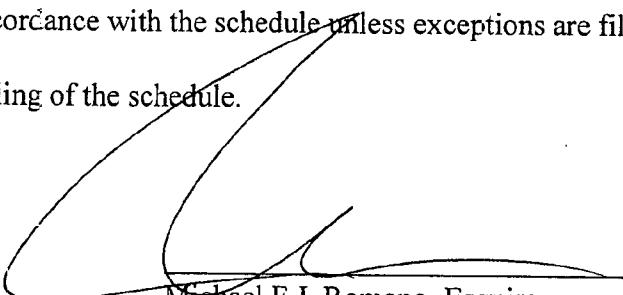
ORIX CREDIT ALLIANCE, INC., n/k/a ORIX FINANCIAL SERVICES, INC., plaintiff in the above action, has directed the Sheriff of Clearfield County to schedule a Sale of the interest in real property of owner Robin M. Antes. Which real property is located at RR1, Mahaffey, Pennsylvania a/k/a 556 Lumber City Highway, Mahaffey, Pennsylvania 15757, more fully described in the annexed Property Description. The record Owner of said property is Robin M. Antes n/k/a Robin Lumadue. The Sale will be scheduled pursuant to a Writ of Execution entered to Docket No.: 2005-941-CD and entered in the Court of Common Pleas, Commonwealth of Pennsylvania, County of Clearfield against Robin Lumadue and William

Lumbadue and Judgment in the amount of \$82,571.25 plus continuing late charges, interest at the rate of 1/15<sup>th</sup> of 1% per day, until paid, actual attorney's fees and costs.

The Sale will be held on FRIDAY, OCTOBER 5, 2007 at 10:00 A.m. at the CLEARFIELD COUNTY COURTHOUSE, CLFD, Pennsylvania.

Please take notice that a schedule of distribution will be filed by the Sheriff of Clearfield County on a date specified by the Sheriff, not later than thirty days after the sale and that distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days after the filing of the schedule.

Dated: 7/18/07

  
Michael F.J. Romano, Esquire  
Attorney for Plaintiff

## PROPERTY DESCRIPTION

ALL that certain piece of parcel of land situate in the Greenwood Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin on right-of-way of PA Route 969, southern side of highway approximately 68 feet from its centerline and on line of U.S. Government Property to the West; thence from said iron pin South 1 degree 15 minutes West 40.00 feet to an iron pin; thence still by U.S. Government South 88 degrees 00 minutes West 50.00 feet to an iron pin on East side of earthen road approximately 21.0 feet from its centerline; thence along U.S. Government and right-of-way East of earthen road used as access by said U.S. Government South 1 degree 15 minutes West 295.00 feet to an iron pin on line now or formerly of Benjamin Lingle South 85 degrees 45 minutes East 245 feet to an iron pin; thence still by Benjamin Lingle North 1 degree 15 minutes 295.00 feet to an iron pin on right-of-way of Railroad Sidings said iron pin being also approximately 96.0 feet from centerline of PA Route 969; thence along Railroad Sidings and approximately parallel to PA Route 969, North 85 degrees 45 minutes West 215.00 feet to an iron pin; thence still by Railroad Siding area North 1 degree 15 minutes East 40.00 feet to an iron pin on right-of-way on Southern side of PA Route 969; thence by said south right-of-way north 85 degrees 45 minutes West 30.00 feet to place of beginning. Containing 2.0225 acres by coordinate calculation.

ALSO GRANTING and CONVEYING to the Grantees herein their heirs, executors and assigns, a perpetual right-of-way over the following described premises:

BEGINNING at the Northeast corner of Tract No. 517, heretofore condemned or taken by the United State of America for project known as Curwensville Reservoir, on line or Route 969; thence along line of Route 969 in an easterly direction thirty (30) feet to a pin; thence in a southerly direction and being parallel to the eastern line of Tract No. 517, a distance of forty (40) feet, more or less, to line of land purchased by Enlo Johnston and Kathleen Johnston from Charles Wesley Gearhart by deed dated May 4, 1963; thence along line of said land in a westerly direction, thirty (30) feet to the southeast corner of Tract No. 517, as aforesaid; thence along eastern line of Tract No.: 157, forty (4) feet, more or less, to a point on the line of Route No. 969 and place of beginning.

This right-of-way is subject, nevertheless, to the condition that no coal or clay shall be hauled or transported over the same from the premises of Enlo Johnston and Kathleen Johnston, or any other premises not owned or occupied by H.S. Ale or the Good Clay and Coal Company, and this restriction is hereby accepted by the Grantees as to the use of said right-of-way for themselves, their heirs and assigns.

BEING identified in the Clearfield County Mapping and Assessment Office as Map No. 117-E11-34.3.

BEING the same premises conveyed to the Mortgagor [Robin M. Antes] herein by deed of Randall K. Brewer and Dawn Ranea Brewer dated June 25, 1998 and to be recorded herewith.

SEIZED, taken in execution to be sold as the property of RML TRUCKING, INC. AND ROBIN LUMADUE AND WILLIAM W. LUMADUE, at the suit of ORIX FINANCIAL SERVICES, INC. F/K/A ORIX CREDIT ALLIANCE, INC. JUDGMENT NO. 05-941-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ORIX FINANCIAL SERVICES, INC., CIVIL ACTION - LAW  
f/k/a ORIX CREDIT ALLIANCE, INC.,

Plaintiff,

CASE NO: 2005 CD 941

v.

SUGGESTION OF BANKRUPTCY

RML TRUCKING, INC.,  
ROBIN LUMADUE, and  
WILLIAM W. LUMADUE,

Filed on Behalf of :

**DEFENDANT ROBIN LUMADUE**

Defendants.

FILED  
M 11/03/01  
OCT 30 2001  
NO CC  
©W

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ORIX FINANCIAL SERVICES, INC., CIVIL ACTION - LAW  
f/k/a ORIX CREDIT ALLIANCE, INC.,  
Plaintiff,

CASE NO: 2005 CD 941

v.

RML TRUCKING, INC.,  
ROBIN LUMADUE, and  
WILLIAM W. LUMADUE,  
Defendants.

**SUGGESTION OF BANKRUPTCY**

AND NOW, comes the Defendant Robin Lumadue, by and through her attorney, Joseph H. Ellermeyer, and respectfully represents and would show this Court:

1. The Defendant has filed a Chapter 7 petition for relief under Title 11, United States Code, in the United States Bankruptcy Court for the Western District of Pennsylvania which bears the Case No. 07-71110.

2. Relief was ordered on October 5, 2007.

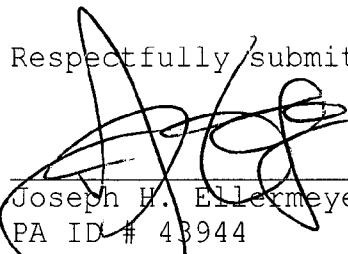
3. This action is founded on a claim from which a discharge would be a release or that seeks to impose a charge on the property of the estate.

4. This is for informational purposes only and does not constitute a notice of appearance by the undersigned.

WHEREFORE, the Defendant Robin Lumadue suggests that this action has been stayed by the operation of 11 U.S.C. Section 362.

Respectfully submitted,

Date 10/29/07

  
Joseph H. Ellermeyer, Esquire  
PA ID # 43944  
379 Main Street  
Brookville, PA 15825  
814/849-6701

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ORIX FINANCIAL SERVICES, INC., CIVIL ACTION - LAW  
f/k/a ORIX CREDIT ALLIANCE, INC.,  
Plaintiff,

CASE NO: 2005 CD 941

v.

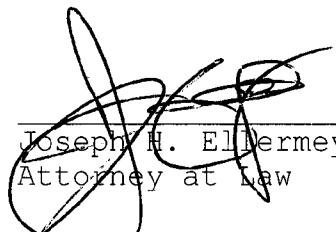
RML TRUCKING, INC.,  
ROBIN LUMADUE, and  
WILLIAM W. LUMADUE,  
Defendants.

**CERTIFICATE OF SERVICE**

I, Joseph H. Ellermeyer, Esquire, do hereby certify that a true and correct copy of the within Suggestion of Bankruptcy was served via first class mail, postage prepaid, addressed as follows:

Michael F. J. Romano, Esquire  
52 Newton Avenue  
P.O. Box 456  
Woodbury, NJ 08096

Dated: October 21, 2007

  
Joseph H. Ellermeyer  
Attorney at Law

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ORIX FINANCIAL SERVICES, INC., CIVIL ACTION - LAW  
f/k/a ORIX CREDIT ALLIANCE, INC.,

Plaintiff,

CASE NO: 2005 CD 941

v.

SUGGESTION OF BANKRUPTCY

RML TRUCKING, INC.,  
ROBIN LUMADUE, and  
WILLIAM W. LUMADUE,

Filed on Behalf of :

**DEFENDANT ROBIN LUMADUE**

Defendants.

FILED NO CC  
11/25/07  
DEC 14 2007  
6K

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ORIX FINANCIAL SERVICES, INC., CIVIL ACTION - LAW  
f/k/a ORIX CREDIT ALLIANCE, INC.,  
Plaintiff,

CASE NO: 2005 CD 941

v.

RML TRUCKING, INC.,  
ROBIN LUMADUE, and  
WILLIAM W. LUMADUE,  
Defendants.

**SUGGESTION OF BANKRUPTCY**

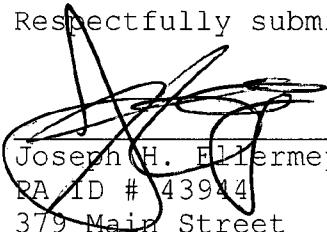
AND NOW, comes the Defendant Robin Lumadue, by and through her attorney, Joseph H. Ellermeyer, and respectfully represents and would show this Court:

1. The Defendant has filed a Chapter 7 petition for relief under Title 11, United States Code, in the United States Bankruptcy Court for the Western District of Pennsylvania which bears the Case No. 07-71110.
2. Relief was ordered on October 5, 2007.
3. This action is founded on a claim from which a discharge would be a release or that seeks to impose a charge on the property of the estate.
4. Attached hereto is a true and correct copy of the Consent Order approving the avoidance of the lien held by the Plaintiff against the Defendant Robin Lumadue on certain real estate located at 556 Lumber City Highway, Mahaffey, Pennsylvania.
5. This is for informational purposes only and does not constitute a notice of appearance by the undersigned.

WHEREFORE, the Defendant Robin Lumadue suggests that this action has been stayed by the operation of 11 U.S.C. Section 362.

Respectfully submitted,

Date 12/11/07

  
Joseph H. Ellermeyer, Esquire  
RAID # 43944  
379 Main Street  
Brookville, PA 15825  
814/849-6701

**LAW OFFICES OF  
MICHAEL F.J. ROMANO  
52 Newton Avenue  
P.O. Box 456  
Woodbury, NJ 08096  
(856) 384-1515  
MR # 7160**

Attorneys for Creditor, ORIX Credit Alliance, Inc. n/k/a ORIX Financial Services, Inc.

**UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA (Johnstown)**

In re: Case No. 07-71119  
ROBIN M. LUMADUE a/k/a Chapter 7  
ROBIN M. ANTES

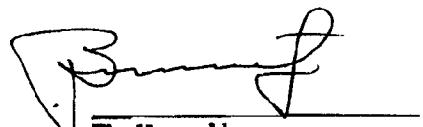
Debtors.

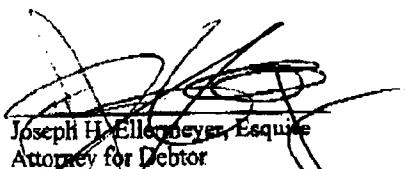
**CONSENT ORDER RESOLVING MOTION TO VOID LIEN**

THIS MATTER coming before the Court on the Motion to Void Lien of the Debtor and the Opposition of Respondent ORIX Credit Alliance, Inc. n/k/a ORIX Financial Services, Inc. ("ORIX") being withdrawn; and the parties hereto having consented to the form of this Order, and for good cause shown;

IT IS ORDERED, ADJUDGED AND DECREED on this 6 <sup>th</sup> day of December, 2007, that the Motion to Void Lien of ORIX on that certain real estate located at 556 Lumber City Highway, Mahaffey, Pennsylvania, is GRANTED; and

IT IS FURTHER ORDERED AND AGREED that ORIX may amend its Proof of Claim filed on November 28, 2007 to reflect that it has an allowed unsecured claim in the amount of \$82,571.00.

  
The Honorable  
United States Bankruptcy Court

  
Joseph H. Ellermeier, Esquire  
Attorney for Debtor

  
Michael F.J. Romano, Esquire  
Attorney for ORIX Credit Alliance, Inc.  
n/k/a ORIX Financial Services, Inc.

FILED

DEC 6 2007

CLERK, U.S. BANKRUPTCY COURT  
WEST. DIST. OF PENNSYLVANIA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ORIX FINANCIAL SERVICES, INC., CIVIL ACTION - LAW  
f/k/a ORIX CREDIT ALLIANCE, INC.,  
Plaintiff,

CASE NO: 2005 CD 941

v.

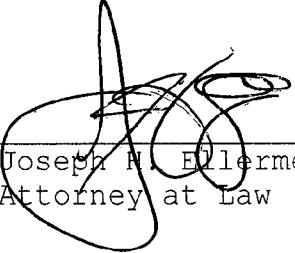
RML TRUCKING, INC.,  
ROBIN LUMADUE, and  
WILLIAM W. LUMADUE,  
Defendants.

**CERTIFICATE OF SERVICE**

I, Joseph H. Ellermeyer, Esquire, do hereby certify that a true and correct copy of the within Suggestion of Bankruptcy was served via first class mail, postage prepaid, addressed as follows:

Michael F. J. Romano, Esquire  
52 Newton Avenue  
P.O. Box 456  
Woodbury, NJ 08096

Dated: December 11, 2007

  
\_\_\_\_\_  
Joseph H. Ellermeyer  
Attorney at Law

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20609  
NO: 05-941-CD

PLAINTIFF: ORIX FINANCIAL SERVICES, INC. F/K/A ORIX CREDIT ALLIANCE, INC.

vs.

DEFENDANT: RML TRUCKING, INC. AND ROBIN LUMADUE AND WILLIAM W. LUMADUE

Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 6/13/2007

LEVY TAKEN 7/26/2007 @ 10:03 AM

POSTED 7/26/2007 @ 10:03 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 2/4/2008

DATE DEED FILED NOT SOLD

PROPERTY ADDRESS RR #1, A/K/A 556 LUMBER CITY HIGHWAY MAHAFFEY , PA 15757

**SERVICES**

SEE ATTACHED SHEET(S) OF SERVICES

SHERIFF HAWKINS \$345.29

SURCHARGE \$60.00 PAID BY ATTORNEY

FILED  
02/04/2008  
FEB 04 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2007

*Chester A. Hawkins*  
*by Andrew Beller-Clyburn*  
Chester A. Hawkins  
Sheriff

ORIX FINANCIAL SERVICES, INC. F/K/A ORIX CREDIT ALLIANCE, INC.

VS  
RML TRUCKING, INC. AND ROBIN LUMADUE AND WILLIAM W. LUMADUE

---

1 @ SERVED RML TRUCKING, INC.

MAIL REG & CERT MAIL PER COURT ORDER

---

2 9/10/2007 @ SERVED ROBIN LUMADUE

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY.

SERVED ROBIN LUMADUE, DEFENDANT, BY REG & CERT MAIL PER COURT ORDER TO 556 LUMBER CITY HIGHWAY, MAHAFFEY, CLEARFIELD COUNTY, PENNSYLVANIA. CERT #70050390000158796958. CERT MAIL RETURNED

---

3 9/10/2007 @ SERVED WILLIAM LUMADUE

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY.

SERVED WILLIAM LUMADUE, DEFENDANT, BY REG & CERT MAIL PER COURT ORDER TO 556 LUMBER CITY HIGHWAY, MAHAFFEY, CLEARFIELD COUNTY, PENNSYLVANIA CERT #70050390000158796934. CERT RETURNED

---

9/12/2007 @ 8:30 AM SERVED

POSTED PROPERTY WITH NOTICE OF SALE AND ORDER PER COURT ORDER.

---

@ SERVED

NOW, OCTOBER 2, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR OCTOBER 5, 2007 TO NOVEMBER 2, 2007.

---

@ SERVED

NOW, OCTOBER 26, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR NOVEMBER 2, 2007, DUE TO BANKRUPTCY FILING.

---

@ SERVED

NOW, FEBRUARY 4, 2008 RETURN THE WRIT AS TIME EXPIRED.

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

Orix Financial Services, Inc.,  
f/k/a Orix Credit Alliance, Inc.

Vs.

NO.: 2005-00941-CD

RML Trucking, Inc.,  
Robin Lumadue,  
William W Lumadue.

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due ORIX FINANCIAL SERVICES, INC., f/k/a Orix Credit Alliance, Inc. Plaintiff(s) from ROBIN LUMADUE, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached Property Description

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

Garnishee(s) as follows:

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

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

(4) If Social Security or Supplemental Income funds are directly deposited into an account of the defendant, the levy and attachment shall not include any funds that may be traced to Social Security direct deposits. In addition, the levy and attachment shall not include \$300.00 in the account of the defendant.

AMOUNT DUE/PRINCIPAL: \$83,571.25  
INTEREST: \$9.71 per day until paid.  
ATTY'S COMM: \$  
DATE: 6/13/2007

PROTHONOTARY'S COSTS PAID: \$125.00  
SHERIFF: \$  
OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 13<sup>th</sup> day  
of June A.D. 2007  
At 3:00 A.M. (AM)

Clinton A. Hawley  
Sheriff by Cynthia Butler, Deputy

Requesting Party: Michael F. J. Romano, Esq.  
52 Newton Avenue, P.O. Box 456  
Woodbury, NJ 08096  
856-384-1515

## PROPERTY DESCRIPTION

ALL that certain piece of parcel of land situate in the Greenwood Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin on right-of-way of PA Route 969, southern side of highway approximately 68 feet from its centerline and on line of U.S. Government Property to the West; thence from said iron pin South 1 degree 15 minutes West 40.00 feet to an iron pin; thence still by U.S. Government South 88 degrees 00 minutes West 50.00 feet to an iron pin on East side of earthen road approximately 21.0 feet from its centerline; thence along U.S. Government and right-of-way East of earthen road used as access by said U.S. Government South 1 degree 15 minutes West 295.00 feet to an iron pin on line now or formerly of Benjamin Lingle South 85 degrees 45 minutes East 245 feet to an iron pin; thence still by Benjamin Lingle North 1 degree 15 minutes 295.00 feet to an iron pin on right-of-way of Railroad Sidings said iron pin being also approximately 96.0 feet from centerline of PA Route 969; thence along Railroad Sidings and approximately parallel to PA Route 969, North 85 degrees 45 minutes West 215.00 feet to an iron pin; thence still by Railroad Siding area North 1 degree 15 minutes East 40.00 feet to an iron pin on right-of-way on Southern side of PA Route 969; thence by said south right-of-way north 85 degrees 45 minutes West 30.00 feet to place of beginning. Containing 2.0225 acres by coordinate calculation.

ALSO GRANTING and CONVEYING to the Grantees herein their heirs, executors and assigns, a perpetual right-of-way over the following described premises:

BEGINNING at the Northeast corner of Tract No. 517, heretofore condemned or taken by the United State of America for project known as Curwensville Reservoir, on line or Route 969; thence along line of Route 969 in an easterly direction thirty (30) feet to a pin; thence in a southerly direction and being parallel to the eastern line of Tract No. 517, a distance of forty (40) feet, more or less, to line of land purchased by Enlo Johnston and Kathleen Johnston from Charles Wesley Gearhart by deed dated May 4, 1963; thence along line of said land in a westerly direction, thirty (30) feet to the southeast corner of Tract No. 517, as aforesaid; thence along eastern line of Tract No.: 157, forty (4) feet, more or less, to a point on the line of Route No. 969 and place of beginning.

This right-of-way is subject, nevertheless, to the condition that no coal or clay shall be hauled or transported over the same from the premises of Enlo Johnston and Kathleen Johnston, or any other premises not owned or occupied by H.S. Ale or the Good Clay and Coal Company, and this restriction is hereby accepted by the Grantees as to the use of said right-of-way for themselves, their heirs and assigns.

BEING identified in the Clearfield County Mapping and Assessment Office as Map No. 117-E11-34.3.

BEING the same premises conveyed to the Mortgagor [Robin M. Antes] herein by deed of Randall K. Brewer and Dawn Ranea Brewer dated June 25, 1998 and to be recorded herewith.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME RML TRUCKING, INC. NO. 05-941-CD

NOW, February 02, 2008, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on , I exposed the within described real estate of Rml Trucking, Inc. And Robin Lumadue And William W. Lumadue to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	21.34
LEVY	15.00
MILEAGE	21.34
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	17.25
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	30.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	85.36
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	20.00
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$345.29</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	
REGISTER & RECORDER	
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$0.00</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

	DEBT-AMOUNT DUE	83,571.25
	INTEREST @ 9.7100	0.00
	FROM TO	
PROTH SATISFACTION		
LATE CHARGES AND FEES		
COST OF SUIT-TO BE ADDED		
FORECLOSURE FEES		
ATTORNEY COMMISSION		
REFUND OF ADVANCE		
REFUND OF SURCHARGE		60.00
SATISFACTION FEE		
ESCROW DEFICIENCY		
PROPERTY INSPECTIONS		
INTEREST		
MISCELLANEOUS		
<b>TOTAL DEBT AND INTEREST</b>	<b>\$83,631.25</b>	
<b>COSTS:</b>		
ADVERTISING		308.50
TAXES - COLLECTOR		
TAXES - TAX CLAIM		
DUE		
LIEN SEARCH		
ACKNOWLEDGEMENT		
DEED COSTS		0.00
SHERIFF COSTS		345.29
LEGAL JOURNAL COSTS		144.00
PROTHONOTARY		125.00
MORTGAGE SEARCH		
MUNICIPAL LIEN		
<b>TOTAL COSTS</b>	<b>\$922.79</b>	

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

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

ORIX FINANCIAL SERVICES, INC. f/k/a : ORIX CREDIT ALLIANCE, INC. : 600 Townpark Lane : Kennesaw, GA 30144 : Plaintiff : v. : RML TRUCKING, INC. : RR 1, Box 646 : Mahaffey, PA 15757 : ROBIN LUMADUE : WILLIAM W. LUMADUE : 556 Lumber City Highway : Mahaffey, PA 15757 : Defendants : :	COURT OF COMMON PLEAS OF CLEARFIELD COUNTY CIVIL ACTION - LAW NO.: <u>2005-941-CD</u>
---	--

**ORDER ALLOWING ALTERNATE METHOD OF SERVICE**

This matter being opened to the Court by plaintiff upon its Petition for Alternate Method of Service of plaintiff's Writ of Execution on Real Estate, and for good cause shown;

IT IS on this 28 day of August, 2007, ORDERED that the Sheriff of Clearfield County may effect service upon the defendants by posting a true copy of the Writ of Execution on Real Estate and Sale Notice to the front door of the sale property at 556 Lumber City Highway, Mahaffey, Pennsylvania, as well as mailing a true copy of same to the same address via first class mail and certified mail, return receipt requested.

/S/ Fredric J Ammerman

J.

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

AUG 29 2007

Attest.

*William J. Ammerman*  
Prothonotary/  
Clerk of Courts



CHESTER A. HAWKINS

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1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830  
COURTHOUSE

7005 0390 0001 5879 6934



016H16505405  
\$ 05.380  
09/10/2007

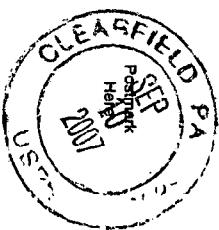
WILLIAM LUMADUE  
556 LUMBER CITY HIGHWAY  
MAHAFFEY, PA 15757

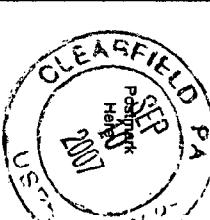
NOT RETURN TO SENDER  
UNDELIVERABLE AS ADDRESSED

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The image shows the official logo for U.S. Postal Service Certified Mail Receipt. It features the text "U.S. Postal Service" at the top, "CERTIFIED MAIL" in large letters, "RECEIPT" in bold letters, and "Domestic Mail Only No Insurance Coverage Provided" at the bottom. Below this, the word "OFFICIAL USE" is stamped in a large, bold, sans-serif font.



7005 0390 0001 5879 6934	
<b>U.S. Postal Service™</b> <b>CERTIFIED MAIL™ RECEIPT</b> <i>(Domestic Mail Only No Insurance Coverage Provided)</i>	
For detailed information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
\$ 5.38	
Total Postage & Fees	
Sent To	
"Street", Apt. No. .... or PO Box No. .... City, State, ZIP+4	
WILLIAM LUMADUE 556 LUMBER CITY HIGHWAY MAHAFFEY, PA 15757	
	
<small>See Reverse for Instructions</small>	

7005 0390 0001 5879 6934

of issues

Street, Apt. No.: **WILLIAM LUMADUE**  
551 LINN ST. S.E.

PS Form 3800, June 2002

See Reverse for Instructions

POSTAGE PAID  
OF THE RECIPIENT ADDRESSES POSTAGE PAID  
PLACED ON THE RECIPIENT ADDRESSES POSTAGE PAID  
TO THE RECIPIENT ADDRESSES POSTAGE PAID

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

WILLIAM LUMADUE  
556 LUMBER CITY HIGHWAY  
MAHFFEY, PA 15757

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

Agent  
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  
 No

3. Service Type

Certified Mail  
 Express Mail  
 Registered  
 Return Receipt for Merchandise  
 Insured Mail  
 C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

2. Article Number  
(Transfer from service label)

7005 0390 0001 5879 6934

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-150

CHESTER A. HAWKINS

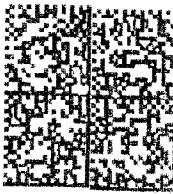
SHERIFF

COURTHOUSE  
1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830



016H16505405  
\$ 05.380  
09/10/2007  
Mailed From 16830  
US POSTAGE

Hasler



ROBIN LUMDUE  
556 LUMBER CITY HIGHWAY  
MAHAFFEY, PA 15757

W/CF

RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
FORWARD

BC: 16030247201 \*0596-10909-10-25

16030302472

165-401-25 09/10/07

ROBIN LUMDUE  
556 LUMBER CITY HIGHWAY  
MAHAFFEY, PA 15757

U.S. Postal Service  
**CERTIFIED MAIL™ RECEIPT**  
Domestic Mail Only. No Insurance Coverage Provided.

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE ONLY**

Postage	\$ 0000
Certified Fee	\$ 0000
Return Receipt Fee (Endorsement Required)	\$ 0000
Restricted Delivery Fee (Endorsement Required)	\$ 0000
Total Postage & Fees	\$ 5.38

8569 6785 5895 7000 0630 5000

Postmark  
CLEARFIELD, PA 16830  
9/10/07  
Hereby  
Certified  
Mail

Sent To  
ROBIN LUMDUE  
556 LUMBER CITY HIGHWAY  
MAHAFFEY, PA 15757

See Reverse for instructions

PS Form 3810, June 2002

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

ROBIN LUMDUE  
566 LUMBER CITY HIGHWAY  
MAHANAY, PA 15757

**COMPLETE THIS SECTION ON DELIVERY**

<b>A. Signature</b>	
<input checked="" type="checkbox"/> X	
<input type="checkbox"/> Agent <input type="checkbox"/> Of the addressee	
<b>B. Received by (Printed Name)</b>	
<b>C. Date of Delivery</b>	
<b>D. Is delivery address different from item 1?</b>	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
If YES, enter delivery address below:	

<b>3. Service Type</b>
<input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.
<b>4. Restricted Delivery? (Extra Fee)</b>
<input type="checkbox"/> Yes

**2. Article Number**  
(Transfer from service label)

7005 0390 0001 5879 6958

**D. Is delivery address different from item 1?**

102595-02-M-1540

PS Form 3811, February 2004

**LAW OFFICES OF  
MICHAEL F.J. ROMANO**  
52 NEWTON AVENUE  
P.O. BOX 456  
WOODBURY, NJ 08096  
Telephone: (856) 384-1515  
Telefax: (856) 384-6371  
E-mail: [mromano46@comcast.net](mailto:mromano46@comcast.net)

MICHAEL F.J. ROMANO\*

FRANCIS J. SKINNER\*

*Of Counsel:*

ALFRED J. QUASTI, JR.\*

\*Members of NJ & PA Bar

*Of Counsel:*

MICHAEL D. BLOOM\*\*

P.O. Box 13, Tenafly, NJ 07670

Telephone: (201) 266-4351

\*\*Member of NJ, NY, FL & DC Bar

October 2, 2007

Sheriff's Office of Clearfield County  
Courthouse  
1 North Second Street, Suite 116  
Clearfield, PA 16830

**VIA TELEFAX TRANSMISSION  
(814) 765-5915**

Attn: Cindy

Re: ORIX Financial Services, Inc. f/k/a  
ORIX Credit Alliance, Inc. v.  
RML Trucking, Inc., Robin Lumadue and William W. Lumadue  
Docket NO.: 2005-00941-CD  
Our File No.: 001-OCAJ-268.

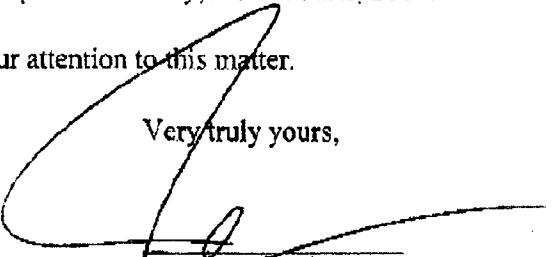
Dear Cindy:

This office represents ORIX Financial Services, Inc. f/k/a ORIX Credit Alliance, Inc. with regard to the above-referenced matter.

This will confirm your conversation with my secretary on October 1, 2007. The Sale of 556 Lumber City Highway, Mahaffey, Pennsylvania presently scheduled for Friday, October 5, 2007 has been continued and will now take place on Friday, November 2, 2007.

Thank you for your attention to this matter.

Very truly yours,

  
Michael F.J. Romano

MFJR:ty

cc: Robin Lumadue f/k/a Robin Antes  
William Lumadue  
Jim Johnson, ORIX Financial Services, Inc.

**LAW OFFICES OF  
MICHAEL F.J. ROMANO**  
52 NEWTON AVENUE  
P.O. BOX 456  
WOODBURY, NJ 08096  
Telephone: (856) 384-1515  
Telefax: (856) 384-6371  
E-mail: [mromano46@comcast.net](mailto:mromano46@comcast.net)

MICHAEL F.J. ROMANO\*

FRANCIS J. SKINNER\*

*Of Counsel*

ALFRED J. QUASTI, JR.\*

\*Members of NJ & PA Bar

*Of Counsel:*

MICHAEL D. BLOOM\*\*  
P.O. Box 13, Tenafly, NJ 07670

Telephone: (201) 266-4351

\*\*Member of NJ, NY, FL & DC Bar

October 26, 2007

Sheriff's Office of Clearfield County  
Courthouse  
1 North Second Street, Suite 116  
Clearfield, PA 16830

**VIA TELEFAX TRANSMISSION  
(814) 765-5915**

Attn: Cindy

Re: ORIX Financial Services, Inc. f/k/a  
ORIX Credit Alliance, Inc. v.  
RML Trucking, Inc., Robin Lumadue and William W. Lumadue  
Docket NO.: 2005-00941-CD  
Our File No.: 001-OCAI-268

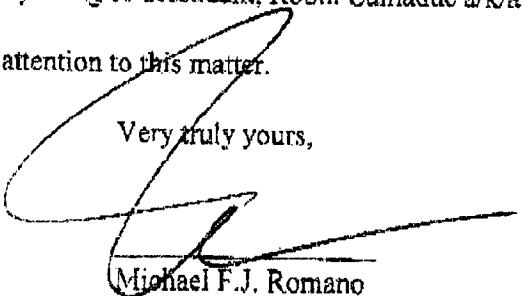
Dear Cindy:

This office represents ORIX Financial Services, Inc. f/k/a ORIX Credit Alliance, Inc. with regard to the above-referenced matter.

This will confirm your conversation with my secretary on October 26, 2007. The Sale of 556 Lumber City Highway, Mahaffey, Pennsylvania presently scheduled for Friday, November 2, 2007 shall be stayed due to the bankruptcy filing of defendant, Robin Lumadue a/k/a Robin Antes.

Thank you for your attention to this matter.

Very truly yours,

  
Michael F.J. Romano

MFJR:ty

cc: Jim Johnson, ORIX Financial Services, Inc.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20472  
NO: 05-941-CD

PLAINTIFF: ORIX FINANCIAL SERVICES, INC. F/K/A ORIX CREDIT ALLIANCE, INC.

vs.

DEFENDANT: RML TRUCKING, INC. AND ROBIN LUMADUE AND WILLIAM W. LUMADUE

Execution PERSONAL PROPERTY

SHERIFF RETURN

DATE RECEIVED WRIT: 11/6/2006

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 10/21/2011

FILED  
010-5054  
OCT 21 2011  
S William A. Shaw, Jr.  
Prothonotary/Clerk of Courts

DETAILS

@ SERVED RML TRUCKING, INC.

DEPUTIES UNABLE TO LEVY OR SERVE WRIT ON RML TRUCKING, INC., DEFENDANT, AT RR 1, BOX 646 A/K/A 556 LUMBER CITY HIGHWAY, MAHAFFEY, PA AFTER SEVERAL ATTEMPTS TO CONTACT.

@ SERVED ROBIN LUMADUE

DEPUTIES UNABLE TO SERVE, ROBIN LUMADUE, DEFENDANT, AT 56 LUMBER CITY HIGHWAY, MAHAFFEY, PA AFTER SEVERAL ATTEMPTS TO CONTACT.

@ SERVED WILLIAM W. LUMADUE

DEPUTIES UNABLE TO SERVE WILLIAM W. LUMADUE, DEFENDANT, AT 556 LUMBER CITY HIGHWAY, MAHAFFEY, PA AFTER SEVERAL ATTEMPTS TO CONTACT.

@ SERVED

NOW, OCTOBER 21, 2011 RETURN WRIT AS TIME EXPIRED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20472  
NO: 05-941-CD

PLAINTIFF: ORIX FINANCIAL SERVICES, INC. F/K/A ORIX CREDIT ALLIANCE, INC.

vs.

DEFENDANT: RML TRUCKING, INC. AND ROBIN LUMADUE AND WILLIAM W. LUMADUE

Execution PERSONAL PROPERTY

**SHERIFF RETURN**

---

SHERIFF HAWKINS \$107.32

SURCHARGE \$60.00 PAID BY ATTORNEY

So Answers,

*Chester Hawkins  
by Andrew Butler - Clerk/Deputy*  
Chester A. Hawkins  
Sheriff

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

Orix Financial Services, Inc.,  
f/k/a Orix Credit Alliance, Inc.

Vs.

NO.: 2005-00941-CD

RML Trucking, Inc., Robin Lumadue,  
and William W. Lumadue

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due ORIX FINANCIAL SERVICES, INC., f/k/a Orix Credit Alliance, Inc., Plaintiff(s) from RML TRUCKING, INC., ROBIN LUMADUE, and WILLIAM W LUMADUE, , Defendant(s):

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

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

Garnishee(s) as follows:

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

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

(4) **If Social Security or Supplemental Income funds are directly deposited into an account of the defendant, the levy and attachment shall not include any funds that may be traced to Social Security direct deposits. In addition, the levy and attachment shall not include \$300.00 in the account of the defendant.**

AMOUNT DUE/PRINCIPAL: \$82,571.25  
INTEREST: 1/15 of 1% per day until paid  
ATTY'S COMM: \$  
DATE: 11/06/2006

PROTHONOTARY'S COSTS PAID: \$105.00  
SHERIFF: \$  
OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 6th day  
of November A.D. 2006  
At 3:15 A.M. P.M.

Michael A. Hawkins  
By Cynthia Bettis-Angelstad  
Sheriff

Requesting Party: Michael F.J. Romano, Esq.  
52 Newton Ave.  
PO Box 456  
Woodbury, NJ 08096  
(856) 384-1515

**PERSONAL PROPERTY SALE  
SCHEDULE OF DISTRIBUTION**

NAME RML TRUCKING, INC. NO. 05-941-CD

NOW, October 21, 2011, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of Rml Trucking, Inc. And Robin Lumadue And William W. Lumadue to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

**PLAINTIFF COSTS, DEBT AND INTEREST:**

RDR SERVICE	9.00	DEBT-AMOUNT DUE	82,571.25
MILEAGE LEVY	19.58	INTEREST @ %	0.00
MILEAGE POSTING HANDBILLS	19.58	FROM TO	
COMMISSION POSTAGE HANDBILLS	0.00	PROTH SATISFACTION	
DISTRIBUTION		LATE CHARGES AND FEES	
ADVERTISING		COST OF SUIT-TO BE ADDED	
ADD'L SERVICE		FORECLOSURE FEES	
ADD'L POSTING		ATTORNEY COMMISSION	
ADD'L MILEAGE	39.16	REFUND OF ADVANCE	60.00
ADD'L LEVY		REFUND OF SURCHARGE	
BID/ SETTLEMENT AMOUNT		SATISFACTION FEE	
RETURNS/DEPUTIZE COPIES	15.00	ESCROW DEFICIENCY	
		PROPERTY INSPECTIONS	
		INTEREST	
		MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$107.32</b>	<b>TOTAL DEBT AND INTEREST</b>	<b>\$82,843.57</b>
<b>COSTS:</b>			
BILLING/PHONE/FAX	5.00	ADVERTISING	0.00
CONTINUED SALES		TAXES - COLLECTOR	
MISCELLANEOUS		TAXES - TAX CLAIM	
		DUE	
		LIEN SEARCH	
		ACKNOWLEDGEMENT	
		SHERIFF COSTS	107.32
		LEGAL JOURNAL COSTS	0.00
		PROTHONOTARY	105.00
		MORTGAGE SEARCH	
		MUNICIPAL LIEN	
		<b>TOTAL COSTS</b>	<b>\$212.32</b>
		<b>TOTAL COSTS</b>	<b>\$82,843.57</b>

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

CHESTER A. HAWKINS, Sheriff