

05-941-CD

Orix Financial Services v. Robin Lumadun
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
ORIX CREDIT ALLIANCE, INC.
600 Townpark Lane
Kennesaw, GA 30144

Plaintiff

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

COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

_____ TERM, 2005

CIVIL ACTION - LAW

NO.: 2005-941-CO

FILED

JUN 30 2005

m / 2:55

William A. Shaw
Prothonotary

CLERK TO DEPT.

NOTAR TO DEPT.

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 Guaranties, 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.

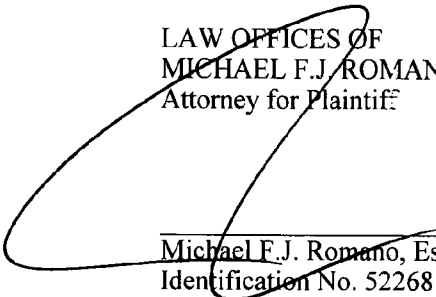
15. The debt involved arises from a business transaction and not from a consumer transaction.

16. Judgment has not been entered heretofore on the Lease and/or Guaranties 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

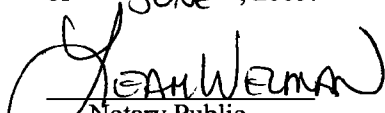
Yvonne Kalpakoff states that she is a Senior Vice President of ORIX Financial Services, Inc. f/k/a ORIX Credit Alliance, Inc., the plaintiff herein; that she is authorized to and does make this Verification for and on its behalf; and that the facts set forth in the foregoing Complaint are true and correct 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 21st day
of JUNE, 2005.


Notary Public

Notary Public, Cobb County, Georgia
My Commission Expires August 24, 2009

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 15757-0000

SUPPLIER 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.

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DONE (1) 2000 INTERNATIONAL MODEL 9900I TRACTOR
S/N 2HSCHASRSYC042893 AND ONE (1) 2000 ~~4-DOOR~~ ^{TRAIL KING} DUMP TRAILER
S/N Y-2028 LTKFA3921YB022028 ^{4/24} _{4/24}

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

CITY:

COUNTY:

STATE:

RECORD OWNER:

FOR INITIAL TERM OF THIS LEASE

| AMOUNT OF EACH RENT PAYMENT | NO. OF RENT PAYMENTS | TOTAL RENT | INITIAL TERM OF LEASE (NO. OF MONTHS) | ADVANCE RENT | AFTER INITIAL TERM 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

- 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.
- 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 THEREOF, 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.**
- 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 proportionally 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.
- 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.

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 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 warrants 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 be delivered to any other location. Lessee shall remove the Equipment 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 forth with, 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, 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 of 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 for and obtain 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 Lessor. Lessee's expense shall include the full premium paid by Lessor for such insurance and any customary charges or fees of Lessor and of any designee associated with 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, control, maintenance, use, operation and/or return and the recovery of claims under insurance policies thereon. Lessee shall pay promptly when due all charges and taxes (local, state and federal) which may now or hereinafter be imposed upon the ownership, leasing, renting, sale, purchase, possession or use of Equipment, and shall save Lessor harmless against any actual or asserted violations and pay all costs, expenses, penalties, interest and charges of every kind in connection therewith or arising therefrom. The obligations of Lessee shall survive the 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 mortgage the Equipment, in whole or in part, without notice to Lessee. Each such assignee and/or mortgagee shall have all of the rights but none of the obligations of Lessee hereunder. Lessee hereby recognizes each such assignment and agrees to pay the balance of Total Rent to any assignee and not to assert against any assignee any 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, legatees, 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 becomes insolvent or makes an assignment for the benefit of creditors or if any bankruptcy, receivership or other insolvency proceeding is instituted by or against 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 "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 absoletely (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 (a) retain Equipment and all prior payments of rent; or (b) retain all prior payments and either (i) sell Equipment at public or private sale with the right in Lessor to purchase any of the Equipment at such sale, which sale shall be 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, 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 (3) 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, LESSEE AND ANY GUARANTOR, EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES (A) ANY AND ALL RIGHT TO A TRIAL BY JURY OF ANY AND ALL CLAIMS, DEFENSES, COUNTERCLAIMS, CROSSCLAIMS AND SETOFF OR RECOUPMENT CLAIMS ARISING DIRECTLY OR INDIRECTLY OUT OF, UNDER, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS LEASE, AND WHETHER BASED IN 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 keep Equipment free and clear from all liens, attachments, levies, encumbrances and charges or other judicial process, shall give Lessor immediate written notice thereof 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 develop any equity in the 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. Lumsden PRES

Co-Lessee: _____

(Print Name of Co-Lessee Here)

By: _____

[Signature]
(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"

DELIVERY/INSTALLATION CERTIFICATE, WAIVER AND AGREEMENT

RR1 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 SCHAMBURG ILLINOIS 60173
 (No.) (Street) (City) (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)

RR1 BOX 646 MAHAFFEY PENNSYLVANIA 15757-0000
 (Address)
 By: William W. Lumsden PRES
 (Owner/Partner or Officer) show title

Joe R. Crago
 (Witnessed by:)

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

EXHIBIT “C”

Confession
language in
Guaranties

GUARANTY

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 returns 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 appraisalment, 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.

vs.

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

: COURT OF COMMON PLEAS
: CLEARFIELD COUNTY
:
:
:
: _____ Term, _____
:
:
: 2005-941-00
: No. _____

NOTICE

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

(Insert Attorney's Name) Esquire

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.

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

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

Plaintiff

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

COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

TERM, 2005

CIVIL ACTION - LAW

NO.: 2005-941-00

FILED

JUN 30 2005

**William A. Shaw
Prothonotary**

**ENTRY OF APPEARANCE, PRAECIPE 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

Plaintiff:

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

COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

_____ TERM, 2005

CIVIL ACTION - LAW

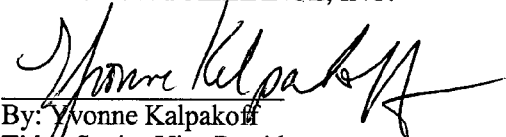
NO.: _____

AFFIDAVIT OF NON-MILITARY SERVICE, ETC.

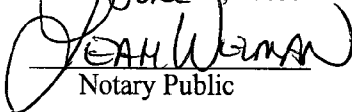
Yvonne Kalpakoff states that she is a Senior Vice President of ORIX Financial Services, Inc. f/k/a ORIX Credit Alliance, Inc., plaintiff in the above-captioned matter; that she is duly authorized to make this Affidavit on its behalf; that the facts herein set forth are true and correct to the best of 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 21ST day
of JUNE, 2005.


Notary Public

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

Department of Defense Manpower Data Center

JUN-15-2005 09:39:47



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.

Department of Defense Manpower Data Center

JUN-15-2005 09:53:11



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.

A handwritten signature in black ink that reads "Robert J. Brandewie".

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.

**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

Plaintiff:

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

COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

_____ TERM, 2005

CIVIL ACTION - LAW

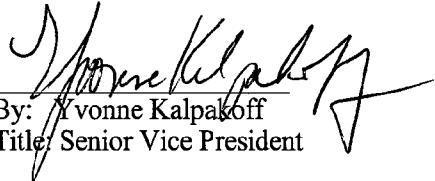
NO.: _____

AFFIDAVIT OF BUSINESS TRANSACTION

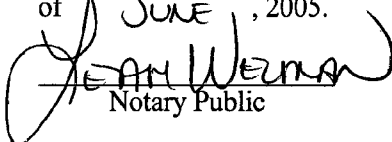
Yvonne Kalpakoff states that she is a Senior Vice President of ORIX Financial Services, Inc. f/k/a ORIX Credit Alliance, Inc., plaintiff in the above-captioned matter; and that, to the best of her knowledge, information and belief, the debt involved arises from a business transaction and not from a consumer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

Sworn to and subscribed
before me this 21ST 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 :

Plaintiff:

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 :

_____ TERM, 2005

CIVIL ACTION - LAW

NO.: _____

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.

Sworn to and subscribed
before me this 21ST day
of JUNE, 2005.


By: Yvonne Kalpakoff
Title: Senior Vice President


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
ORIX CREDIT ALLIANCE, INC.
600 Townpark Lane
Kennesaw, GA 30144

Plaintiff

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

COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

_____ TERM, 2005

CIVIL ACTION - LAW

NO.: _____

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.


Michael F.J. Romano, Esquire

Sworn to and subscribed
before me this 23rd day
of June, 2005.


Notary Public

TAMMY L. YOWELL

NOTARY PUBLIC OF NEW JERSEY

MY COMMISSION EXPIRES NOVEMBER 14, 2005

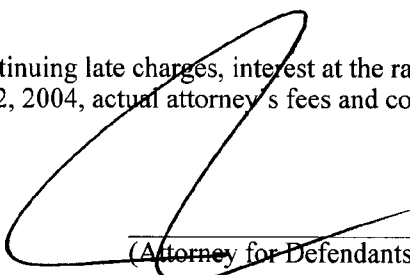
**LAW OFFICES OF
MICHAEL F.J. ROMANO**
Identification No. 52268
52 Newton Avenue, P.O. Box 456
Woodbury, NJ 08096
(856) 384-1515
Attorney for Plaintiff, ORIX Financial Services, Inc. f/k/a ORIX Credit Alliance, Inc.

| | | |
|-------------------------------------|---|-----------------------|
| 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 :

Plaintiff :

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 :

_____ TERM, 2005

CIVIL ACTION - LAW

NO.: _____

**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.

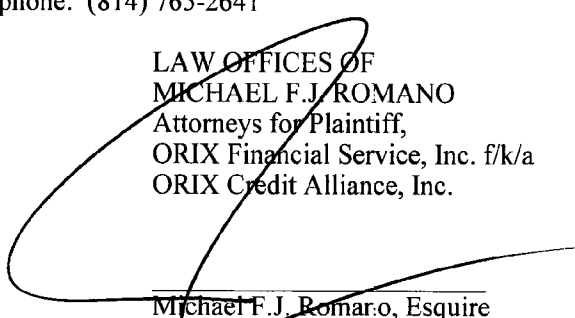
7. 0
You may have legal rights to defeat the judgment or to prevent your money or property from being taken. YOU MUST FILE A PETITION SEEKING RELIEF FROM THE JUDGMENT AND PRESENT IT TO A JUDGE WITHIN THIRTY (30) DAYS AFTER THE DATE ON WHICH THIS NOTICE IS SERVED ON YOU OR YOU MAY LOSE YOUR RIGHTS.

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: 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.

3

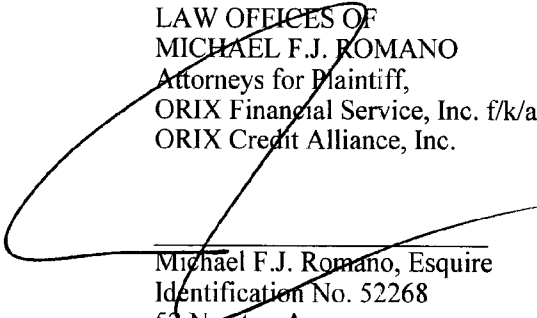
You may have legal rights to defeat the judgment or to prevent your money or property from being taken. YOU MUST FILE A PETITION SEEKING RELIEF FROM THE JUDGMENT AND PRESENT IT TO A JUDGE WITHIN THIRTY (30) DAYS AFTER THE DATE ON WHICH THIS NOTICE IS SERVED ON YOU OR YOU MAY LOSE YOUR RIGHTS.

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.

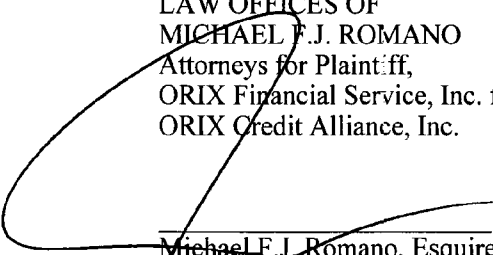
You may have legal rights to defeat the judgment or to prevent your money or property from being taken. YOU MUST FILE A PETITION SEEKING RELIEF FROM THE JUDGMENT AND PRESENT IT TO A JUDGE WITHIN THIRTY (30) DAYS AFTER THE DATE ON WHICH THIS NOTICE IS SERVED ON YOU OR YOU MAY LOSE YOUR RIGHTS.

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:

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

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

FILED

NOV 06 2006

Any pd. 20.00
m/b: 116.61 1 cc to wnts
to Sheriff

William A. Shaw
Prothonotary/Clerk of Courts

GW

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 :

Plaintiff

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

COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

NO.: 2005-941-CD

**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

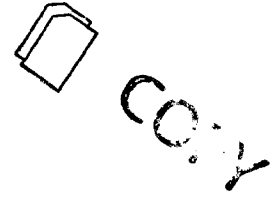
Michael F.J. Romano, Esquire

**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

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

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

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.: 2005-941-CD

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.

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

Sheriff

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.

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

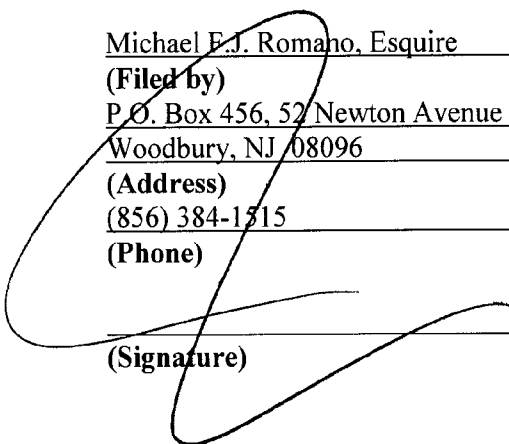
Type of Case: _____


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) 384-1315
(Phone)

(Signature)

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


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 : | COURT OF COMMON PLEAS |
| ORIX CREDIT ALLIANCE, INC. : | OF CLEARFIELD COUNTY |
| 600 Townpark Lane : | |
| Kennesaw, GA 30144 : | |
| Plaintiff : | |
| v. : | CIVIL ACTION - LAW |
| | NO.: <u>2005-941-CD</u> |
| RML TRUCKING, INC. : | |
| RR 1, Box 646 : | |
| Mahaffey, PA 15757 : | |
| 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 Praecipe for Writ of Execution Upon Confessed Judgment.
3. Thereafter, on June 13, 2007, a Praecipe 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 & 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: 7-26-07-10:03^{AM} N/H 8-8-07-10:19^{AM} N/H - Left Note
7-30-07-11:13^{AM} N/H - Left Note 8-13-07-9:32^{AM} N/H - Left Note
8-1-07-11:20^{AM} N/H 8-15-07-2:00^{PM} N/H
8-6-07-10:30^{AM} 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 :

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

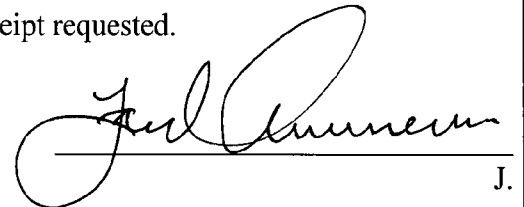
CIVIL ACTION - LAW

NO.: 2005-941-CD

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.

FILED
014:00301
AUG 29 2007

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

FILED NO CC
m12/17/07
SEP 24 2007
William A. Shaw
Prothonotary/Clerk of Courts

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 :

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.: 2005-941-CD

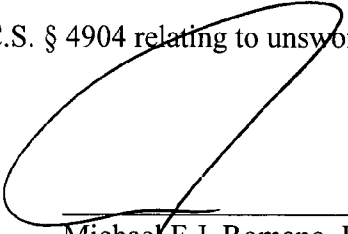
STATE OF NEW JERSEY :
: ss.
COUNTY OF GLOUCESTER :

**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 20th day
of September, 2007



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
57117-6500

2. Article Number

(Transfer from service label)

7005 0390 0001 5879 6972

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature JIM

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery
SEP 12 2007D. 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

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:

National City Bank
114 National City
Mortgage Company
332 Newmark Drive
Miami Springs FL 33166

2. 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

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

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:

Calisade Collection
Chase Manhattan Bank
210 Sylvan Ave.
Englewood Cliffs NJ
07632

2. Article Number

(Transfer from service label)

7005 0390 0001 5879 6965

S Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

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 :

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.: 2005-941-CD

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

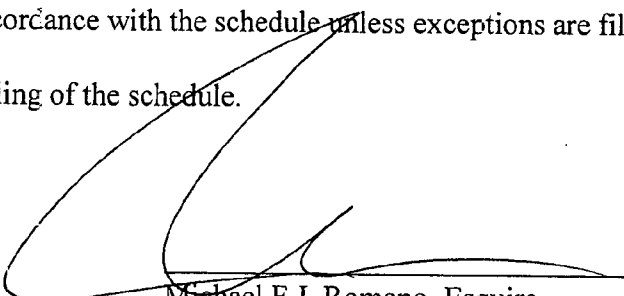
in the above action, has directed the Sheriff of Clearfield County to schedule a Sale of the interest in real property of owner Robin M. Antes. Which real property is located at RR1, Mahaffey, Pennsylvania a/k/a 556 Lumber City Highway, Mahaffey, Pennsylvania 15757, more fully described in the annexed 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 1/15th 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 *NO CC*
m 11:03 AM
OCT 30 2007 *(CW)*

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.

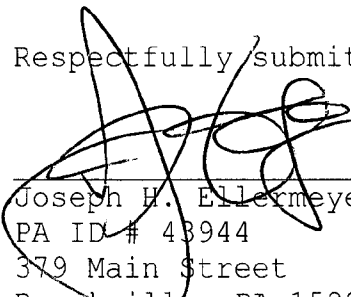
4. This is for informational purposes only and does not constitute a notice of appearance by the undersigned.

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 27, 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}
m 11:25 AM
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.

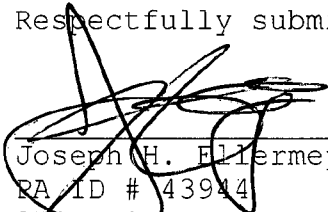
4. Attached hereto is a true and correct copy of the Consent Order approving the avoidance of the lien held by the Plaintiff against the Defendant Robin Lumadue on certain real estate located at 556 Lumber City Highway, Mahaffey, Pennsylvania.

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
PA ID # 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
: Chapter 7
ROBIN M. LUMADUE a/k/a :
ROBIN M. ANTES :
: Debtors. :

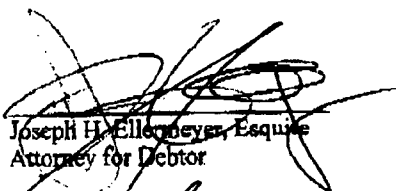
CONSENT ORDER RESOLVING MOTION TO VOID LIEN

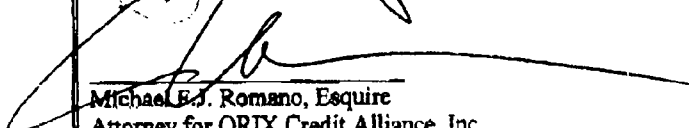
THIS MATTER coming before the Court on the Motion to Void Lien of the Debtor and the Opposition of Respondent ORIX Credit Alliance, Inc. n/k/a ORIX Financial Services, Inc. ("ORIX") being withdrawn; and the parties hereto having consented to the form of this Order; and for good cause shown;

IT IS ORDERED, ADJUDGED AND DECREED on this 6th day of December

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.


Joseph H. Ellegren, Esquire
Attorney for Debtor


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


The Honorable
United States Bankruptcy Court

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


0192564
FEB 04 2008

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,


Chester A. Hawkins
Sheriff

ORIX FINANÇIAL 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, DEFENANT, 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 13th day
of June A.D. 2007
At 3:00 A.M. PM

Chad A. Hawley
Sheriff by Cynthia Butler

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 | |

TOTAL SHERIFF COSTS \$345.29

DEED COSTS:

| | |
|-------------------------|---------------|
| ACKNOWLEDGEMENT | |
| REGISTER & RECORDER | |
| TRANSFER TAX 2% | 0.00 |
| TOTAL DEED COSTS | \$0.00 |

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 | |

TOTAL DEBT AND INTEREST \$83,631.25

COSTS:

| | |
|---------------------|--------|
| 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 | |

TOTAL COSTS \$922.79

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.: 2005-941-CD

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.

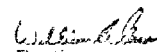
/S/ Fredric J Ammerman

J.

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

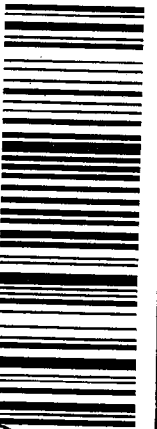
AUG 29 2007

Attest.

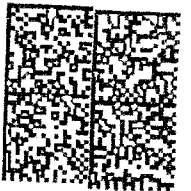

Prothonotary/
Clerk of Courts



CHESTER A. HAWKINS
SHERIFF
 COURTHOUSE
 1 NORTH SECOND STREET - SUITE 116
 CLEARFIELD, PENNSYLVANIA 16830



7005 0390 0001 5879 6934



Hasler

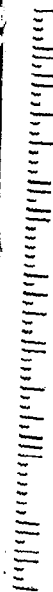
016416505405
\$05.380
 09/10/2007
 Mailed From 16830
US POSTAGE

WIFE
 WILLIAM LUMADUE
 556 LUMBER CITY HIGHWAY
 MAHAFFEY, PA 15757

1683002472

EC: 16830247201

*0596-10909-19-25



NOT DELIVERABLE AS ADDRESSED
 RETURN TO SENDER
 UNABLE TO FORWARD

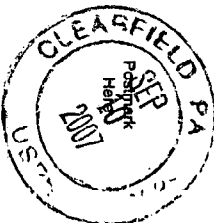
NIXIE 185 4E 1 25 09/18/07

U.S. Postal Service™
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(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

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



Sent To
 Street, Apt. No.: WILLIAM LUMADUE
 or PO Box No. 556 LUMBER CITY HIGHWAY
 City, State, ZIP+4 MAHAFFEY, PA 15757

PS Form 3800, June 2002 See Reverse for Instructions

7005 0390 0001 5879 6934

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

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
MAHAFFEY, PA 15757

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

3. Service Type

- ☒ Certified Mail
- ☐ Registered
- ☐ Insured Mail
- ☐ Express Mail
- ☐ Return Receipt for Merchandise
- ☐ 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-1540



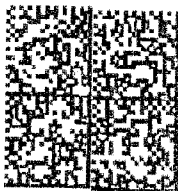
CHESTER A. HAWKINS
SHERIFF
COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830



7005 0390 0001 5879 6958

016H16505405
\$05.38
09/10/2007
Mailed From 16830
US POSTAGE

Hasler



9-11

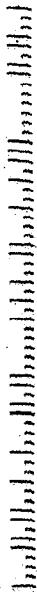
ROBIN LUMDUE
566 LUMBER CITY HIGHWAY
MAHAFFEY, PA 15757

NIXIE 165 40 1 25 09/10/07

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

BC: 16830247201 *0596-10909-10-25

16830002472

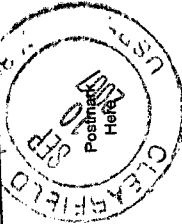


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(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information, visit our website at www.usps.com

OFFICIAL USE

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



Sent To
Street, Apt. No.,
or PO Box No.
City, State, ZIP+4

ROBIN LUMDUE
566 LUMBER CITY HIGHWAY
MAHAFFEY, PA 15757

See Reverse for Instructions

PS Form 3800, June 2002

7005 0390 0001 5879 6958

CERTIFIED MAIL

PLACE STICKER AT TOP OF
OF THE RETURN ADDRESS FOLD

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
MAHAFFEY, 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 6958

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**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

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

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-OCAL-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
05-941-CD
OCT 21 2011
William A. Shaw
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, DEFENANT, 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

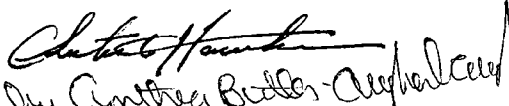
Execution PERSONAL PROPERTY

SHERIFF RETURN

SHERIFF HAWKINS \$107.32

SURCHARGE \$60.00 PAID BY ATTORNEY

So Answers,


Chester 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:

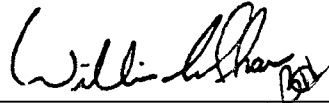
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

(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.**

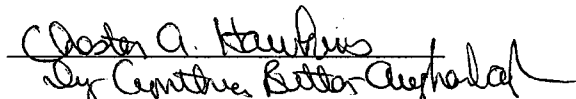
AMOUNT DUE/PRINCIPAL: \$82,571.25
INTEREST: 1/15 of 1% per day until paid
ATTY'S COMM: \$
DATE: 11/06/2006

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. PM


Christopher A. Hawkins
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 |
| MILEAGE LEVY | 19.58 |
| MILEAGE POSTING | 19.58 |
| HANDBILLS COMMISSION | 0.00 |
| POSTAGE HANDBILLS DISTRIBUTION | |
| ADVERTISING | |
| ADD'L SERVICE | |
| ADD'L POSTING | |
| ADD'L MILEAGE | 39.16 |
| ADD'L LEVY | |
| BID/ SETTLEMENT AMOUNT | |
| RETURNS/DEPUTIZE COPIES | 15.00 |
| BILLING/PHONE/FAX | 5.00 |
| CONTINUED SALES | |
| MISCELLANEOUS | |
| TOTAL SHERIFF COSTS | \$107.32 |

| | |
|--------------------------------|--------------------|
| DEBT-AMOUNT DUE | 82,571.25 |
| INTEREST @ % | 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 | |
| TOTAL DEBT AND INTEREST | \$82,843.57 |

COSTS:

| | |
|-------------------|------|
| ADVERTISING | 0.00 |
| TAXES - COLLECTOR | |
| TAXES - TAX CLAIM | |
| DUE | |
| LIEN SEARCH | |
| ACKNOWLEDGEMENT | |

| | |
|---------------------|--------------------|
| SHERIFF COSTS | 107.32 |
| LEGAL JOURNAL COSTS | 0.00 |
| PROTHONOTARY | 105.00 |
| MORTGAGE SEARCH | |
| MUNICIPAL LIEN | |
| TOTAL COSTS | \$212.32 |
| TOTAL COSTS | \$82,843.57 |

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