

05-948-CD

General Motors et vs Randall C. DaNiell

2005-948-CD

Gen. Motors Acc. Corp v. Randall DaNiell

Date: 08/25/2005

Time: 08:56 AM

Page 1 of 1

Clearfield County Court of Common Pleas

User: LBENDER

ROA Report

Case: 2005-00948-CD

Current Judge: Fredric Joseph Ammerman

General Motors Acceptance Corporation vs. Randall C. DaNiell

Civil Other

Date		Judge
06/30/2005	New Case Filed. ✓ Filing: Complaint, filed. Paid by: Sanders, Russell R. Esq (attorney for General Motors Acceptance Corporation) Receipt number: 1903972 Dated: 06/30/2005 Amount: \$85.00 (Check) NoCC	No Judge No Judge
07/07/2005	✓ Petition for Examination, filed by s/Russell R. Sanders, Esq. One CC Attorney Sanders ✓ Motion for Writ of Seizure, filed by s/Russell R. Sanders, Esq. One CC Attorney Sanders	No Judge No Judge
07/12/2005	✓ Order Setting Date For Hearing Of Motion For Writ of Seizure, this 12th day of July, 2005, hearing is set on said Motion for the 5th day of August, 2005 at 2:00 p.m. in Courtroom No. 1. By The Court, /s/ Fredric J. Ammerman. Pres. Judge. 1CC Atty. Sanders ✓ Order, July 12, 2005, Ordered that Def. appear before the Court, Courtroom No. 1 at 2:00 p.m. on August 5, 2005, to be examined orally and under oath. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty Sanders	Fredric Joseph Ammerman Fredric Joseph Ammerman
07/28/2005	✓ Notice of Hearing For Seizure of Property, Plff has commenced an action of replevin and has filed a motion for seizure of property described in Complaint. There will be a hearing on this Motion on August 5, 2005, Courtroom 1, at 2:00 p.m. Filed by s/ Russell R. Sanders, Esquire. No CC ✓ Affidavit of Service filed. Served a true and correct copies of the following: Fredric Joseph Ammerman Complaint, Notice of Hearing, Petition for Examination and Order on Randall C. DaNiell on July 12, 2005, filed by s/ Cora Anne Matchett. No CC.	Fredric Joseph Ammerman
08/05/2005	✓ Sheriff Return, July 25, 2005, served Complaint, Motion/Writ of Seizure; Petition & Notice on Randall C. DeNiell, So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm. Shff Hawkins costs \$32.58. Petition and Rule, Petition filed by s/ Russell R. Sanders, Esquire. Rule: this 5th day of August, 2005, a rule is granted upon Randall C. DaNiell. Rule returnable and to be heard the 29th day of August, 2005 at 10:00 a.m. Courtroom No. 1, Clfd. Co. Courthouse. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Sanders ✓ Order For Writ of Seizure, NOW, this 5th day of August, 2005, Ordered that a Writ of Seizure be issued for on 1999 Pontiac Grand Prix, Serial No. 1G2WP12K4XF284321. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Sanders, Writ Not issued per atty's direction-not able to locate-atty will praecipe for Writ per court order when he needs it	Fredric Joseph Ammerman Fredric Joseph Ammerman Fredric Joseph Ammerman

Current Judge: Fredric Joseph Ammerman

George E. Larock, Joyce W. Larock vs. Waroquier Coal, Inc., C. W. Thompson Jr., Cheryl E. Thompson

Judgment

Date	Judge
1/2/2002	<input checked="" type="checkbox"/> Certificate of Service, Request for Production of Documents upon Mr. C. W. Thompson, Jr. Filed by s/Kimberly M. Kubista, Esq. no cc Fredric Joseph Ammerman
1/3/2002	<input checked="" type="checkbox"/> Certificate of Service, Request for Production of Documents upon Mr. C. W. Thompson, Jr. Filed by s/Kimberly M. Kubista, Esq. no cc Fredric Joseph Ammerman
2/4/2002	<input checked="" type="checkbox"/> Motion to Compel Discovery. Filed by s/Kimberly M. Kubista, Esq. 2 cc Fredric Joseph Ammerman to Atty
2/5/2002	<input checked="" type="checkbox"/> Order, NOW THIS 5th day of February, 2002, upon Motion to Compel Discovery, Ordered and Directed that Respondents answer the Request for Production of Documents within 30 days. BY THE COURT: /s/Fredric J. Ammerman, Judge Two CC Attorney Kubista Fredric Joseph Ammerman
2/20/2002	<input checked="" type="checkbox"/> Certificate of Service, Motion to Compel Discovery upon Mr. and Mrs. C. W. Thompson, Jr. filed by s/Kimberly M. Kubista, Esq. no cc Fredric Joseph Ammerman
4/29/2002	<input checked="" type="checkbox"/> Motion For Sanctions. filed by s/Kimberly M. Kubista, Esq. 1 cc Atty Kubista Fredric Joseph Ammerman
5/2/2002	<input checked="" type="checkbox"/> RULE, AND NOW, this 2nd day of May, 2002, re: Rule issued upon Respondents, returnable w/Hearing 24th day of June, 2002, at 1:30 p.m. by the court, s/FJA,J. 1 cc Atty Kubista Fredric Joseph Ammerman
6/18/2002	<input checked="" type="checkbox"/> Affidavit of Service, Motion For Sanctions upon The Thompsons. Filed by s/R. Stuart Auber, Constable no cc Fredric Joseph Ammerman
6/21/2002	<input checked="" type="checkbox"/> Praeclipe For Appearance on Behalf of Additional Defendants, C.W. Thompson, Jr. and Cheryl E. Thompson. Filed by s/Joseph Colavecchi, Esq. no cc Fredric Joseph Ammerman
	<input checked="" type="checkbox"/> Answer To Request For Production of Documents. Filed by s/Joseph Colavecchi, Esq. no cc Fredric Joseph Ammerman
11/14/2002	<input checked="" type="checkbox"/> Notice Of Intent To Serve Subpoena To Produce Documents And Things For Discovery Pursuant To Rule 4009.21. s/Kimberly M. Kubista, Esq. Certificate of Service no cc Fredric Joseph Ammerman
12/13/2002	<input checked="" type="checkbox"/> Certificate of Service Filed, No Cert. Copies Served a Subpoena to Produce Documents and Things upon R.L. Miller. s/K. Kubista Fredric Joseph Ammerman
3/31/2005	<input checked="" type="checkbox"/> Certificate of Service, Request for Production of Document upon Kimberly M. Kubista, Esq. and Joseph Colavecchi, Esq., filed by s/Peter F. Smith, Esq. No CC Fredric Joseph Ammerman
4/1/2005	<input checked="" type="checkbox"/> Certificate of Service, all information received from R.L. Miller pursuant to a Request for Production of Documents upon Peter F. Smith, Esq., filed by s/Kimberly M. Kubista No CC Fredric Joseph Ammerman
4/25/2005	<input checked="" type="checkbox"/> Answer To Request For Production of Documents, filed by s/ Kimberly M. Kubista, Esquire. 1CC Atty K. Kubista Fredric Joseph Ammerman
4/27/2005	<input checked="" type="checkbox"/> Petition to Open Default Judgment, filed by Atty. Colavecchi 3 Cert. to Atty. Fredric Joseph Ammerman
4/29/2005	<input checked="" type="checkbox"/> Rule, AND NOW, this 28th day of April, 2005, upon consideration of petition to Open Default Judgment, rule is returnable before the Court on the 24th day of May 2005, at 3:00 p.m. at Courtroom 1. BY THE COURT: /s/ Fredric Ammerman, President Judge. 3CC Atty J. Colavecchi Fredric Joseph Ammerman
5/19/2005	<input checked="" type="checkbox"/> Answer to Petition to Open Default Judgment, filed by Atty. Smith 3 Cert. to Fredric Joseph Ammerman Atty. Fredric Joseph Ammerman

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GENERAL MOTORS ACCEPTANCE
CORPORATION, a corporation,

CIVIL DIVISION

Plaintiff

NO. 05-948-CD

vs.

RANDALL C. DaNIELL,

COMPLAINT

Defendant

FILED ON BEHALF OF:

GENERAL MOTORS ACCEPTANCE
CORPORATION, Plaintiff

COUNSEL OF RECORD
FOR THIS PARTY:

RUSSELL R. SANDERS, ESQUIRE
PA ID NO. 36636

MAY, LONG & SANDERS, P.C.
FIRM NO. 475
3030 US STEEL TOWER
PITTSBURGH PA 15219-2782
(412) 471-2822

FILED No cc
7/4/05 Atty pd. 85.00
JUN 30 2005

William A. Shaw
Prothonotary/Clerk of Courts

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

GENERAL MOTORS ACCEPTANCE
CORPORATION,

PLAINTIFF

NO.

VS.

RANDALL C. DaNIELL,

DEFENDANT

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE OR KNOW A LAWYER, THEN YOU SHOULD GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

**DAVID S. MEHOLICK
COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PENNSYLVANIA 16830**

Telephone: (814) 765-2641, Extension 5982

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

GENERAL MOTORS ACCEPTANCE
CORPORATION,

PLAINTIFF

NO.

VS.

RANDALL C. DaNIELL,

DEFENDANT

COMPLAINT

AND NOW, comes the Plaintiff, GENERAL MOTORS ACCEPTANCE CORPORATION, a corporation, and through its attorneys, MAY, LONG & SANDERS, and RUSSELL R. SANDERS, ESQUIRE, makes the following Complaint in Civil Action--Replevin:

1. The Plaintiff, GENERAL MOTORS ACCEPTANCE CORPORATION, is a Delaware Corporation, registered to do business in Pennsylvania, and having a place of business at P O Box 535160, Pittsburgh, Pennsylvania, 15253-5160.

2. The Defendant, RANDALL C. DaNIELL, is an individual residing at 234 Powell Rcad, Hawk Run, Pennsylvania, 16115.

3. On July 24, 2001, Ken Long Motors, Inc., 113 Walton Street, P O Box 171, Philipsburg, PA, 16866, sold a 1999 Pontiac Grand Prix, Serial No. 1G2WP12K4XF284321, to said Defendant under an Instalment Sale Contract, a copy of which is attached hereto, made a part hereof, and marked Exhibit "A."

4. The balance due under said contract, including finance charges, sales tax, life insurance, and official fees was then \$23,905.80, which the said Defendant agreed to pay in 60 monthly payments of \$398.43 each, beginning on the 8th day of September, 2001.

5. On or about July 24, 2001, the said Contract was assigned to Plaintiff and the said Defendant was duly notified of said assignment.

6. An encumbrance was entered on the Pennsylvania Title issued for said vehicle showing GENERAL MOTORS ACCEPTANCE CORPORATION, Plaintiff herein, as encumbrance holder and RANDALL C. DaNIELL as owner. A copy of said title to said vehicle is attached hereto and marked Exhibit "B."

7. The said Defendant defaulted in the monthly payments required under said Contract by failing to make the February 8, 2005 payment, and by failing to make any further payments under said Contract.

8. Pursuant to the provisions of said Contract, Plaintiff thereupon declared due and payable a balance due thereon, which is \$9,643.49 due. Although requested, the said Defendant refused to pay the balance due or any part thereof.

9. Plaintiff avers that under the Additional Terms of the Instalment Sale Contract and Pennsylvania Law it has the right of immediate possession to the aforesaid vehicle, but that Defendant refuses to relinquish possession thereof.

10. For purposes of the bond, Plaintiff estimates the value of the vehicle to be \$7,000.00.

11. GMAC avers that the vehicle is uninsured inasmuch as the required insurance coverage was cancelled on June 1, 2005.

12. The location of the property to be replevied is unknown.

WHEREFORE, Plaintiff requests judgment against the Defendant for possession of the aforesaid vehicle and damages for its unlawful retention or, in the alternative, the value of said vehicle and the costs.

MAY, LONG & SANDERS

BY:


RUSSELL R. SANDERS, ESQUIRE
Attorney for Plaintiff



RETAIL INSTALMENT SALE CONTRACT

Dealer Number 1237 Contract Number 40978



Buyer (and Co-Buyer)—Name and Address (Include County and Zip Code) Seller (Creditor) Name and Address

RANDALL C DANIELL
POWELL ROAD PO BOX 34
HAKE RUN PA 16840KEN LONG MOTORS, INC.
113 WALTON ST P.O. 171
PHILIPSBURG PA 16866

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

"You" and "your" refer to you, the Buyer, and any Co-Buyer. "We", "Us" and "Our" refer to the Seller named above and to anyone to whom the Seller assigns this contract.

Seller intends to assign this contract to General Motors Acceptance Corporation (GMAC).

Description of Vehicle. You agree to buy and we agree to sell the following vehicle:

New or Used	Year	Make and Model	Body Type	Vehicle Identification No.	Use for Which Purchased
USED	1999	PONTIAC GRAND PRIX	CPV	1G2WP12K4XF284321	<input type="checkbox"/> personal <input type="checkbox"/> agricultural <input type="checkbox"/> business <input type="checkbox"/>

If truck—Describe body and major items of equipment sold:

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. 8.90 %	FINANCE CHARGE The dollar amount the credit will cost you. 4725.81	Amount Financed The amount of credit provided to you or on your behalf. 19169.99	Total of Payments The amount you will have paid after you have made all payments as scheduled. 23905.90	Total Sale Price The total cost of your purchase on credit, including your down-payment of \$ 1619.60 is \$ 26525.40
Your Payment Schedule Will Be:				
Number of Payments	Amount of Payments	When Payments Are Due	Or as Follows:	
60	398.43	Monthly beginning 09/08/01 N/A		

Late Charge. If a payment is not paid in full within 10 days after it is due, you will pay a late charge. If the vehicle purchased is a heavy commercial motor vehicle, the charge will be 4% of the amount of the payment that is late. If the vehicle purchased is off-highway business or farm equipment, the charge will be 5% of the amount of the payment that is late. Otherwise, the charge will be 2% per month on the amount of the payment that is late, computed on the basis of a full calendar month for any fraction of a month period in excess of 10 days.

Prepayment. If you pay off all your debt early you may be entitled to a refund of part of the finance charge.

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

Additional Information: See the other side of this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, prepayment refunds and security interest.

ITEMIZATION OF AMOUNT FINANCED				
1 Cash Price (including any accessories, services, and taxes)	\$ 16787.24 (1)			
2 Total Downpayment = Net Trade-in \$ 1619.60	+ Cash Downpayment \$ N/A			
+ Other (Describe) \$ N/A	\$ N/A			
Your Trade-in is a 1993 DODGE INTREPID	Year	Make	Model	\$ 1619.60 (2)
3 Unpaid Balance of Cash Price (1 minus 2)	\$ 15167.74 (3)			
4 Other Charges Including Amounts Paid to Others on Your Behalf (Seller may be keeping part of these amounts):				
A Cost of Required Physical Damage Insurance Paid to the Insurance Company Named in the Insurance Section, Below—Covering Damage to the Vehicle	\$ N/A			
B Cost of Optional Mechanical Repair Insurance Paid to the Insurance Company Named in the Insurance Section, Below—Covering Certain Mechanical Repairs	\$ N/A			
C Cost of Optional Credit Life and/or Accident and Health Insurance for the Term of this Contract Paid to the Insurance Company or Companies Named in the Insurance Section, Below.	\$ N/A			
D Critical Fees Paid to Government Agencies INSURANCE: E&L \$ N/A	\$ 5.00			
E Taxes Not Included in Cash Price \$ N/A	\$ N/A			
F Government License and/or Registration Fees (itemize) \$ 28.75	\$ 28.75			
G Government Certificate of Title Fees \$ 22.50	\$ 22.50			
H Other Charges (Seller must identify who will receive payment and describe purpose)	\$ 0.00			
I KEN LONG MOTORS, INC. for DOC E&L \$ 55.00	\$ 55.00			
J GMHP for SERVICE CONTRACT \$ 890.00	\$ 890.00			
Total Other Charges and Amounts Paid to Others on Your Behalf \$ 1001.25 (4)				
5 Amount Financed = Unpaid Balance (3 + 4)	\$ 15167.74 (5)			
6 Finance Charge \$ 4725.81 (6)	\$ 4725.81 (6)			
7 Time Balance—Total of Payments (5 + 6)	\$ 23905.90 (7)			
8 Payment Schedule: 60 installments of \$ 398.43 each, monthly beginning SEP 8th 2001 or if scheduled payments are irregular or uneven, (Mo.) (Day) (Yr.) as indicated in the Federal Truth-In-Lending Disclosure, above.				

Insurance. If any insurance is checked below, the policies or certificates issued by the Companies named will describe the terms and conditions.	
*Required Physical Damage Insurance. We require that you have physical damage insurance. You may obtain it from anyone you want who is acceptable to us. We have shown the cost of this insurance in 4A of the Itemization of Amount Financed, above.	
Insurance Company N/A Term: months	
□ \$ N/A Deductible Collision and other:	
□ Full Comprehensive including Fire, Theft and Combined Additional Coverage	
□ \$ N/A Deductible Comprehensive including Fire, Theft and Combined Additional Coverage	
□ Fire, Theft and Combined Additional Coverage	
Optional, if desired: □ Towing and Labor costs □ Rental Reimbursement □ CB Radio Equipment	
*Optional Credit Life and/or Accident and Health Insurance. We do not require you to have credit life insurance and credit accident and health insurance to obtain credit. We will not provide them unless you sign for them and agree to pay the additional cost. If you want this insurance, check the insurance desired and sign below. If you have chosen this insurance, the cost is shown in 4C of the Itemization of Amount Financed, above.	
Check the insurance desired: □ Life (Buyer) □ Co-Buyer □ Disability, Accident and Health (Buyer Only)	
(Name of Insurer—Life) (Home Office Address)	
(Name of Insurer—A & H) (Home Office Address)	
This policy will pay amounts due on this contract up to \$ N/A	

APPROVAL: I DESIRE TO OBTAIN THE CREDIT LIFE AND/OR ACCIDENT AND HEALTH INSURANCE CHECKED ABOVE FOR THE PERSON/

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Jennifer L. Mago, Notary Public
Cranberry Twp., Butler County

My Commission Expires June 21, 2007
Member, Pennsylvania Association of Notaries

Subscribed and sworn to before me this
15 day of June 2005


NOTARY PUBLIC

This is to certify that this is a true
and correct copy of the original document

GENERAL MOTORS ACCEPTANCE CORPORATION

ITEMIZATION OF AMOUNT FINANCED					
1 Cash Price (including any accessories, services, and taxes) \$ 19767.24 (1)					
2 Total Downpayment - Net Trade-In \$ 1619.60 Cash Downpayment \$ N/A					
3 Other (Describe) \$ N/A					
Your Trade-In is a 1993 DODGE INTREPID Year Make Model \$ 1619.60 (2)					
4 Unpaid Balance of Cash Price (1 minus 2) \$ 18147.24 (3)					
4 Other Charges including amounts paid to others on your behalf (Seller may be keeping part of these amounts):					
*A Cost of Required Physical Damage Insurance Paid to the Insurance Company Named in the Insurance Section, Below - Covering Damage to the Vehicle \$ N/A					
**B Cost of Optional Mechanical Repair Insurance Paid to the Insurance Company Named in the Insurance Section, Below - Covering Certain Mechanical Repairs \$ N/A					
***C Cost of Optional Credit Life and/or Accident and Health Insurance for the Term of this Contract Paid to the Insurance Company or Companies Named in the Insurance Section, Below.					
Life \$ N/A Disability, Accident and Health \$ N/A					
D Critical Fees Paid to Government Agencies INSURANCE FEE \$ 4.00					
E Taxes Not Included in Cash Price \$ N/A					
F Government Licenses and/or Registration Fees (Itemize) \$ 28.75					
G Government Certificate of Title Fees \$ 22.50					
H Other Charges (Seller must identify who will receive payment and describe purpose)					
I KEN LONG MOTORS, INC. for DOC EEE \$ 55.00					
J GMPP for SERVICE CONTRACT \$ 890.00					
Total Other Charges and Amounts Paid to Others on Your Behalf \$ 1001.25 (4)					
5 Amount Financed - Unpaid Balance (3 + 4) \$ 19148.90 (5)					
6 Finance Charge \$ 4276.01 (6)					
7 Time Balance - Total of Payments (5 + 6) \$ 23905.90 (7)					

Additional Disclosures
Required by State Law

{ Finance Charge
 Time Balance - Total of Payments (6 + 7)
 Payment Schedule: 60 installments of \$ 398.43 each, monthly beginning
 SEP 3rd, 2001, or if scheduled payments are irregular or uneven,
 (Mo.) (Day) (Yr.)
 as indicated in the Federal Truth-in-Lending Disclosures, above.

Insurance, if any insurance is checked below, the policies or certificates issued by the Companies named will describe the terms and conditions.	*Required Physical Damage Insurance. We require that you have physical damage insurance. You may obtain it from anyone you want who is acceptable to us. We have shown the cost of this insurance in 4A of the Itemization of Amount Financed, above.	**Optional Mechanical Repair Insurance. We have shown the cost of this insurance in 4B of the Itemization of Amount Financed, above.
Insurance Company <u>N/A</u> Term: months	<input type="checkbox"/> Deductible Collision and other: <input type="checkbox"/> Full Comprehensive including Fire, Theft and Combined Additional Coverage <input type="checkbox"/> <u>N/A</u> Deductible Comprehensive including Fire, Theft and Combined Additional Coverage <input type="checkbox"/> Fire, Theft and Combined Additional Coverage	<input type="checkbox"/> Disability, Accident and Health Insurance Company <u>N/A</u>
Optional, if desired: <input type="checkbox"/> Towing and Labor costs <input type="checkbox"/> Rental Reimbursement <input type="checkbox"/> Radio Equipment	Check the insurance desired: <input type="checkbox"/> Life (Buyer) <input type="checkbox"/> Co-Buyer <input type="checkbox"/> Disability, Accident and Health (Buyer Only)	Term: <input type="checkbox"/> 36 months or 36,000 miles, whichever occurs first <input type="checkbox"/> 323 Deductible <input type="checkbox"/> 350 Deductible <input type="checkbox"/> 5 <input type="checkbox"/> <input type="checkbox"/> Deductible

***Optional Credit Life and/or Accident and Health Insurance. We do not require you to have credit life insurance and credit accident and health insurance in obtain credit. We will not provide them unless you sign for them and agree to pay the additional cost. If you want this insurance, check the insurance desired and sign below. If you have chosen this insurance, the cost is shown in 4C of the Itemization of Amount Financed, above.

Check the insurance desired: Life (Buyer) Co-Buyer Disability, Accident and Health (Buyer Only)

(Name of Insurer-Life)	(Home Office Address)		
(Name of Insurer-A & H)	(Home Office Address)		
This policy will pay amounts due on this contract up to \$ <u>N/A</u>			
APPROVAL: I DESIRE TO OBTAIN THE CREDIT LIFE AND/OR ACCIDENT AND HEALTH INSURANCE CHECKED ABOVE FOR THE PERSON/PERSONS PROPOSED FOR INSURANCE.			
Buyer Signature	Date	Co-Buyer Signature	Date
ANY INSURANCE THIS CONTRACT DESCRIBES DOES NOT INCLUDE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.			

If you do not meet your contract obligations, you may lose your motor vehicle.
 See the other side of this contract for other important agreements, including your agreement to give us a security interest in insurance premiums and proceeds.

You signed this contract on (Do not date on Sunday) 11/1 24th 2001
 (Mo.) (Day) (Year)

Notice to Buyer

Do not sign this contract in blank.

You are entitled to an exact copy of the contract you sign.

Keep it to protect your legal rights.

Buyer Signs Donald C. Smith Co-Buyer Signs _____

Co-Buyers and Other Owners - A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The co-buyer or other owner knows that we have a security interest in the vehicle and consents to the security interest.

Other owner signs here _____

Seller Signs KEN LONG MOTORS, INC. Donald C. Smith Theresa

You acknowledge you received a true, correct and complete copy of this contract from the seller when you signed this contract.

Buyer Signs Donald C. Smith Co-Buyer Signs _____

If Seller obtained this vehicle from General Motors Corporation (GM) on installment credit terms, Seller assigns its interest in this contract to GM under the terms of the GM Installment Sales Finance Plan-Terms of Substitution and Assignment Agreement. Otherwise, Seller assigns its interest in this contract to General Motors Acceptance Corporation (GMAC) under the terms of the GMAC Retail Plan agreement.

Assigned with recourse	Assigned without recourse or with limited recourse
Seller <u>By</u> <u>Title</u>	Seller <u>By</u> <u>Title</u>

NOTICE: See Other Side

ORIGINAL

Z100 PA 12-98 (4) (For use in the State of Pennsylvania) (1 of 4)

OTHER IMPORTANT AGREEMENTS

Ownership and Risk of Loss. You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed or missing. You agree not to remove the vehicle from the United States or Canada. You agree that you will not sell, rent, lease or otherwise transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or other involuntary transfer, even if the vehicle was not the subject of judicial or administrative action. You will make sure our security interest (lien) on the vehicle is shown on the title. If we pay any repair bills, storage bills, taxes, fines, or other charges on the vehicle, you agree to repay the amount when we ask for it.

Security Interest. You give us a security interest in (1) the vehicle being purchased, (2) any accessories, equipment and replacement parts installed in the vehicle, (3) any insurance premiums and charges for service contracts on the vehicle, and (4) any proceeds of insurance policies or service contracts on the vehicle, and (5) any proceeds of insurance policies on your life or health that this contract finances. This secures payment of all amounts you owe in this contract, or that you may owe under any separate insurance finance agreement with us. This secures payment of all amounts you owe in any transfer, renewal, extension or assignment of this contract. It also secures your other agreements in this contract.

Prepayment Refund. You can prepay all of your debt and get a refund of part of the Finance Charge. We will figure the refund by the Actuarial Method but we will not pay you if the net finance charge is less than \$10. We will not pay you the refund if it is less than \$1.00.

Required Physical Damage Insurance. You agree to have physical damage insurance covering loss or damage to the vehicle for the term of this contract. At any time during the term of this contract, if you do not have physical damage insurance that covers both your interest and our interest in the vehicle, then we may buy insurance for you. If we do not buy physical damage insurance, that covers both interests in the vehicle, we may, if we choose, buy insurance that covers only our interest.

We are not obligated to buy any insurance, but may do so if we choose. If we buy insurance, we will tell you what type it is and the charge you must pay, if any. The charge will be the cost of the insurance and a finance charge, at the highest lawful contract rate. You agree to pay the charge in equal installments, either with the payments shown in the Payment Schedule section, or as a separate account set up for this purpose.

If the vehicle is lost or damaged, you agree that we can use any insurance settlement either to repair the vehicle or to apply to your debt.

Late Charge. You will have to pay a late charge on each payment we receive more than ten days late. The charge is shown in the Federal Truth in Lending disclosures section on the front. If we accept a late payment or late charge, this does not excuse your late payment or mean that you can keep making payments late. We may also take the steps in the sections "When You Must Repay in Full Before the Scheduled Date" and "Repossession of the Vehicle for Failure to Pay" if there is any late payment.

Optional Insurance or Service Contracts. This contract may contain charges for optional insurance or service contracts. If we repossess the vehicle, you agree that we may claim benefits under these contracts. You also agree that we may terminate them to obtain refunds for unearned charges.

Refunds of Insurance or Service Contract Charges. If we receive a refund of any charge for required insurance, we may (1) credit it to your account, (2) use it to buy similar insurance, or (3) use it to buy insurance which covers only our interest in the vehicle. We will credit any refund on optional insurance or service contracts we obtain to your account.

We will credit both the amounts we receive and the unearned Finance Charges on those amounts to your account. We will apply these credits to as many of your payments as they will cover, beginning with the last payment. We will tell you what we do.

When You Must Repay in Full Before the Scheduled Date. If you pay any payment late, if you or someone else starts a proceeding in bankruptcy, receivership or insolvency against you or your property, or if you break any of the agreements in this contract (default), we can demand that you pay all you owe on this contract as soon. We must give you any notice required by law. In figuring what you owe, we will give you a refund of part of the Finance Charge figured the same way as if you had prepaid in full.

Repossession of the Vehicle for Failure to Pay. Repossession means that we can take the vehicle from you if you fail to

pay according to the payment schedule or if you break any of the agreements in this contract (default). We must give you any notice the law requires. We can enter your property or the property where the vehicle is stored to take the vehicle if we do it peacefully. If there is any personal property in the vehicle, such as clothing, we will store it for you. Any accessories, equipment or replacement parts will stay with the vehicle.

Getting the Vehicle Back After Repossession. If we repossess the vehicle, you have the right to get it back (redeem) by paying all you owe on the contract (not just past due payments). You will also have to pay any late charges, the cost of taking and storing the vehicle, and other expenses that we have had. When we figure the entire amount you owe on the contract, we will give you a refund of part of the finance charge figured the same way as if you had prepaid your contract. Your right to redeem will end when we sell the vehicle.

Sale of the Repossessed Vehicle. We will send you a written notice of sale at least 15 days before we sell the vehicle. If you do not redeem the vehicle by the date on the notice, we can sell the vehicle. We will use the net proceeds of the sale to pay all or part of your debt.

We will figure the net proceeds of sale by subtracting these items from the selling price: Any late charges; any charges for taking and storing the vehicle, cleaning and advertising, etc.; and any reasonable attorney fees and court costs.

If you owe us less than the net proceeds of sale, we will pay you the difference, unless there is a requirement that we pay it to someone else. For example, we may have to pay a lender who gave you a loan and also took a security interest in the vehicle.

If you owe us more than the net proceeds of sale, you will pay us the difference between the net proceeds of sale and what you owe when we ask for it. If you do not pay this amount when we ask, we may also charge you interest at the highest lawful rate until you pay us all you owe.

Collection Costs. If we hire an attorney to collect what you owe, you will pay the attorney's reasonable fee and any court costs.

Delay in Enforcing Rights and Changes of this Contract. We can delay or refrain from enforcing any of our rights under this contract without losing them. For example, we can extend the time for making some payments without extending the time for others. Any change in terms of this contract must be in writing and we must sign it. No oral changes are binding. If any part of this contract is not valid, all other parts will remain enforceable.

Warranties We Disclaim. You understand that if you or others use the vehicle principally for business or agricultural purposes, or if we told you in writing before sale that we are selling the vehicle on an "as is" basis and that you are responsible for the entire risk as to the quality of performance of the vehicle, there is no implied warranty of merchantability, no implied warranty of fitness for a particular purpose and no implied warranty that extends beyond the description of the vehicle on the other side of this contract, unless we extend a written warranty or service contract within 90 days from the date of this contract.

An implied warranty of merchantability generally means that the vehicle is fit for the ordinary purpose for which people generally use such vehicles. A warranty of fitness for a particular purpose is a warranty that may arise when we have reason to know the particular purpose for which you require the vehicle and you rely on our skill or judgment to furnish a suitable vehicle.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide to you.

Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Notice of Substitution of Contract. If we obtain this vehicle from General Motors Corporation (GM) on installment credit terms, we will substitute this contract for, and this contract will replace our obligation to pay GM for the vehicle you are purchasing. This substitution will not change the amount you have agreed to pay us, the payment schedule, the finance charge or any of your rights and duties for this purchase. The terms of this contract set forth your entire and only obligation to us, GM, or any other holder of this contract.

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

1984 GM

1220/686

RANDALL C. DaNIELL

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF BUTLER) SS:
)

Before me, the undersigned authority, personally appeared
Andrew G. Tkatchuk, Assistant Secretary of GENERAL
MOTORS ACCEPTANCE CORPORATION, Plaintiff herein, who, being duly sworn according to law,
deposes and says that he is duly authorized to make this affidavit and that the averments of fact
contained in the foregoing **Complaint in Civil Action--Replevin** insofar as the same are within his
own knowledge, are true and correct and, as to those based on information and belief, he believes to
be true.

Andrew G. Tkatchuk, Assistant Secretary

GENERAL MOTORS ACCEPTANCE CORPORATION

SWORN TO and subscribed
before me this 24 day
of June, 2005.

Susan E. Crissman
COMMONWEALTH OF PENNSYLVANIA
Notary Public Seal
Susan E. Crissman, Notary Public
Cranberry Twp., Butler County
My Commission Expires June 21, 2007
Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GENERAL MOTORS ACCEPTANCE
CORPORATION, a corporation,

Plaintiff

vs.

RANDALL C. DaNIELL

Defendant

CIVIL DIVISION

NO. 2005-948 CJ

PETITION FOR EXAMINATION

FILED ON BEHALF OF:

GENERAL MOTORS ACCEPTANCE
CORPORATION, Plaintiff

COUNSEL OF RECORD
FOR THIS PARTY:

RUSSELL R. SANDERS, ESQUIRE
PA ID NO. 36636

MAY, LONG & SANDERS, P.C.
FIRM NO. 475
3030 US STEEL TOWER
PIITTSBURGH PA 15219-2782
(412) 471-2822

FILED 102
JUL 07 2005
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

GENERAL MOTORS ACCEPTANCE
CORPORATION,

PLAINTIFF

NO. 2005-948 CJ

VS.

RANDALL C. DaNIELL,

DEFENDANT

PETITION FOR EXAMINATION OF DEFENDANT

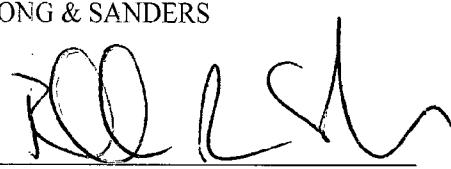
TO THE HONORABLE, THE JUDGES OF THE SAID COURT:

1. This action was commenced on JUNE 30, 2005.
2. Plaintiff believes the Defendant has been concealing the whereabouts of the vehicle sought to be replevied, a 1999 Pontiac Grand Prix, Serial No. 1G2WP12K4XF284321.
3. Plaintiff does not know and by the exercise of reasonable diligence has been unable to ascertain the whereabouts of the said vehicle.

WHEREFORE, Plaintiff requests, pursuant to Rule 1081 of the Pennsylvania Rules of Civil Procedure, the Court to order the Defendant to appear in Court and be orally examined under oath as to the whereabouts of the above property.

MAY, LONG & SANDERS

BY


Russell R. Sanders, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

GENERAL MOTORS ACCEPTANCE
CORPORATION,

PLAINTIFF

VS.

RANDALL C. DaNIELL,

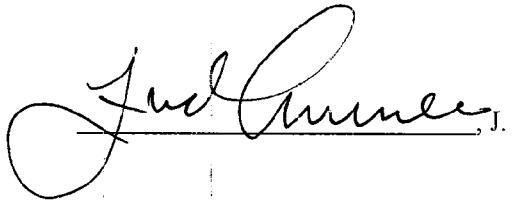
DEFENDANT

NO. 2005-948 CD

ORDER

AND NOW, July 12th, 2005, upon consideration of the foregoing Petition upon
motion of MAY, LONG & SANDERS and RUSSELL R. SANDERS, ESQUIRE, attorneys for Plaintiff, IT IS
ORDERED that Defendant appear before the Court, Courtroom No. 1, Clearfield County Courthouse,
Clearfield, Pennsylvania, at 2:00, p.m., on August 5, 2005, to be examined orally and under
oath, and there to answer as to the whereabouts of the property sought to be replevied in this case.

BY THE COURT:



FILED

012:35/01
JUL 12 2005

cc
Amy Sanders

(60)

William A. Shaw
Prothonotary/Clerk of Courts

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF BUTLER) SS:
)

Before me, the undersigned authority, personally appeared Andrew G. Tkatchuk, Assistant Secretary of GENERAL MOTORS ACCEPTANCE CORPORATION OF PENNSYLVANIA, Plaintiff herein, who, being duly sworn according to law, deposes and says that he is duly authorized to make this affidavit and that the averments of fact contained in the foregoing **Petition for Examination** insofar as the same are within his own knowledge, are true and correct and, as to those based on information and belief, he believes to be true.

Andrew G. Tkatchuk, Assistant Secretary
GENERAL MOTORS ACCEPTANCE CORPORATION

SWORN TO and subscribed
before me this 24th day
of June, 2005.

Susan E. Crisman

COMMONWEALTH OF PENNSYLVANIA
Notary Public
Notarial Seal
Susan E. Crisman, Notary Public
Cranberry Township, Butler County, PA
My Commission Expires June 21, 2007
My Commission Expires June 21, 2007
Member, Pennsylvania Association of Notaries

OK
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GENERAL MOTORS ACCEPTANCE
CORPORATION, a corporation,

Plaintiff

vs.

RANDALL C. DaNIELL,

Defendant

CIVIL DIVISION

NO. 2005-948 CD

MOTION FOR WRIT OF SEIZURE

FILED ON BEHALF OF:

GENERAL MOTORS ACCEPTANCE
CORPORATION, Plaintiff

COUNSEL OF RECORD
FOR THIS PARTY:

RUSSELL R. SANDERS, ESQUIRE
PA ID NO. 36636

MAY, LONG & SANDERS, P.C.
FIRM NO. 475
3030 US STEEL TOWER
PITTSBURGH PA 15219-2782
(412) 471-2822

FILED, cc
013:08:01
JUL 07 2005
Atty Sanders

W.A. Shaw
Prothonotary/Clerk of Courts

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

GENERAL MOTORS ACCEPTANCE
CORPORATION,

PLAINTIFF

NO. 2005-948 CJ

VS.

RANDALL C. DaNIELL,

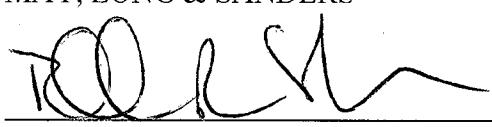
DEFENDANT

MOTION FOR WRIT OF SEIZURE

AND NOW, comes the Plaintiff and through its attorneys, RUSSELL R. SANDERS, ESQUIRE, and MAY, LONG & SANDERS, moves the Court under Rule 1075.1 of the Pennsylvania Rules of Civil Procedure as follows:

1. The Plaintiff has instituted an action in replevin for the personal property in the above captioned matter.
2. Plaintiff wishes to proceed under Pennsylvania Replevin Rules and have the Sheriff, after notice and hearing, take possession of property, and if no counter bond or objection be filed, deliver possession of the property to Plaintiff.

WHEREFORE, Plaintiff prays your Honorable Court to set a date for hearing, and, after service of notice and hearing, to authorize the issuance of a writ of seizure.

MAY, LONG & SANDERS
BY 
RUSSELL R. SANDERS, ESQUIRE
Attorney for Plaintiff

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

GENERAL MOTORS ACCEPTANCE
CORPORATION,

PLAINTIFF

VS.

RANDALL C. DaNIELL,

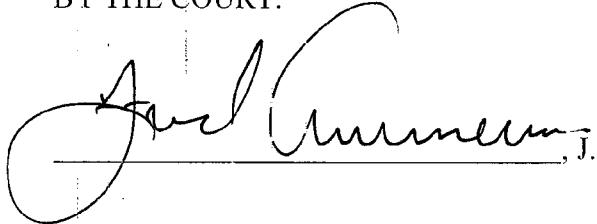
DEFENDANT

NO. 2005-948 CJ

ORDER SETTING DATE FOR HEARING OF
MOTION FOR WRIT OF SEIZURE

AND NOW, this 12 day of July, 2005, upon motion of MAY, LCNG & SANDERS and RUSSELL R. SANDERS, ESQUIRE, for Order for Writ of Seizure, a hearing is set on the said Motion for the 5th day of August, 2005, at 3:00, P.m., o'clock, Courtroom No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania, a copy of this Order to be served upon Defendant not less than twenty-four (24) hours before said hearing.

BY THE COURT:



FILED *cc*
JUL 12 2005 *Att'y Sanders*
William A. Shaw
Prothonotary/Clerk of Courts

FILED

JUL 12 2005

William A. Shaw
Prothonotary/Clerk of Courts

FILED

JUL 07 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

GENERAL MOTORS ACCEPTANCE
CORPORATION,

PLAINTIFF

VS.

RANDALL C. DaNIELL,

DEFENDANT

NO. 2005-948 CL

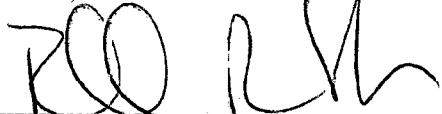
NOTICE OF HEARING FOR SEIZURE OF PROPERTY

TO: RANDALL C. DaNIELL

You are hereby notified that:

1. Plaintiff has commenced an action of replevin and has filed a motion for seizure of the property described in the Complaint. A copy of the Complaint and Motion is attached to this notice.
2. There will be a hearing on this Motion on AUGUST 5, 2005, Courtroom No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania, at 10:00, A.M.
3. You may appear in person or by a lawyer at the time and place set forth or file written objections setting forth your reasons why the property should not be seized.
4. Your failure to appear at the hearing may result in the seizure of the property claimed by Plaintiff before a final decision in this case.

MAY, LONG & SANDERS


RUSSELL R. SANDERS, ESQUIRE

Attorney for Plaintiff

BY

FILED *mc*
JUL 28 2005 *ca*
Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GENERAL MOTORS ACCEPTANCE
CORPORATION,

Plaintiff
vs.

RANDALL C. DANIELL,

Defendant

CIVIL DIVISION

NO. 2005-948 CD

AFFIDAVIT OF SERVICE

Filed on Behalf of:

GENERAL MOTORS ACCEPTANCE
CORPORATION, Plaintiff

COUNSEL OF RECORD
FOR THIS PARTY:

RUSSELL R. SANDERS, ESQ.
PA ID NO. 36636

MAY, LONG & SANDERS
FIRM NO. 475
3030 US STEEL TOWER
PITTSBURGH, PA 15219-2782
(412) 471-2822

FILED No CC
M 11:32 AM
JUL 28 2005 LM

J. A. Shaw
Clerk of Courts

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:

RANDALL C. DaNIELL
P O Box 34
Hawk Run PA 16840

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

 Agent Addressee

B. Received by (Printed Name)**C. Date of Delivery**

7-21-05

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)

7003 0500 0004 3800 9188

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

- Sender: Please print your name, address, and ZIP+4 in this box •

RRS
MAY, LONG & SANDERS, P.C.
3030 US STEEL TOWER
PITTSBURGH PA 15219-2782

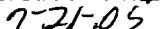
JUL 25 2005

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:

RANDALL C. DaNIELL
234 Powell Road
Hawk Run PA 16115

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**

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input checked="" type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee) Yes**2. Article Number***(Transfer from service label)*

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

- Sender: Please print your name, address, and ZIP+4 in this box •

RRS
MAY, LONG & SANDERS, P.C.
3030 US STEEL TOWER
PITTSBURGH PA 15219-2782

101 22208

15219-2782 10122208

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

GENERAL MOTORS ACCEPTANCE
CORPORATION,

Plaintiff

VS.

NO. 2005-948 CD

RANDALL C. DaNIELL,

Defendant

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

Before me, the undersigned authority, a Notary Public, personally appeared Cora Anne Matchett, who, being duly sworn according to law, deposes and says that on July 12, 2005, she did, via "Certified Mail, Return Receipt Requested," and by regular U. S. Mail, personally cause to be served on RANDALL C. DaNIELL, Defendant herein, at 234 Powell Road, Hawk Run PA 16115, at 514 Pine Street #2, Phillipsburg PA 16866, and at P O Box 34, Hawk Run PA 16840, true and correct copies of the following: **Complaint, Notice of Hearing, Petition for Examination and Order, and Motion for Writ of Seizure.**

Cora Anne Matchett
Cora Anne Matchett

Cora Anne Matchett

SWORN to and subscribed
before me this 12 day
of JULY, 2005.

Notary Public

My Commission Expires Mar 12, 2009

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

RUSSELL R SANDERS

Notary Public

CITY OF PITTSBURGH

ALLEGHENY COUNTY

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

RUSSELL R SANDERS

Notary Public

CITY OF PITTSBURGH

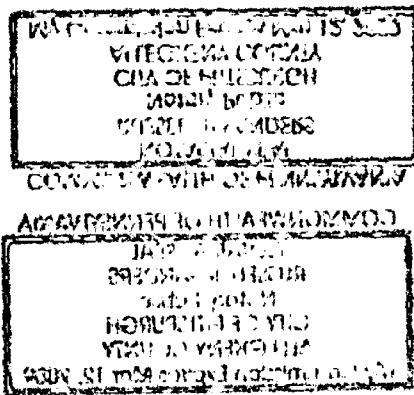
ALLEGHENY COUNTY

My Commission Expires Mar 12, 2009

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JUL 28 2005

William A. Shry
Prothonotary Clerk of Courts



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100640
NO: 05-948-CD
SERVICE # 1 OF 1
COMPLAINT;MOTION/WRIT OF

SEIZURE;PETITION & NOTICE

PLAINTIFF: GENERAL MOTORS ACCEPTANCE CORPORATION
vs.
DEFENDANT: RANDALL C. DaNIELL

SHERIFF RETURN

NOW, July 25, 2005 AT 11:45 AM SERVED THE WITHIN COMPLAINT;MOTION/WRIT OF SEIZURE;PETITION & NOTICE ON RANDALL C. DaNIELL DEFENDANT AT 234 POWELL ROAD, HAWK RUN, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RANDALL C. DANIELL, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT;MOTION/WRIT OF SEIZURE;PETITION & NOTICE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / HUNTER

FILED
01:55 PM
AUG 05 2005
✓

William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	MAY	19460	10.00
SHERIFF HAWKINS	MAY	19460	32.58

Sworn to Before Me This

So Answers,

____ Day of _____ 2005


Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100640
NO: 05-948-CD
SERVICE # 1 OF 1
COMPLAINT;MOTION/WRIT OF

SEIZURE;PETITION & NOTICE

PLAINTIFF: GENERAL MOTORS ACCEPTANCE CORPORATION
vs.
DEFENDANT: RANDALL C. DaNIELL

COPY

SHERIFF RETURN

NOW, July 25, 2005 AT 11:45 AM SERVED THE WITHIN COMPLAINT;MOTION/WRIT OF SEIZURE;PETITION & NOTICE ON RANDALL C. DaNIELL DEFENDANT AT 234 POWELL ROAD, HAWK RUN, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RANDALL C. DANIELL, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT;MOTION/WRIT OF SEIZURE;PETITION & NOTICE AND MADE KNOWN THE CONTENTS THEREOF.

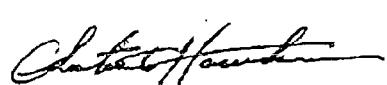
SERVED BY: NEVLING / HUNTER

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	MAY	19460	10.00
SHERIFF HAWKINS	MAY	19460	32.58

Sworn to Before Me This

So Answers,

____ Day of _____ 2005



Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GENERAL MOTORS ACCEPTANCE
CORPORATION,

Plaintiff

CIVIL DIVISION

NO. 2005-948 CD

vs.

RANDALL C. DaNIELL,

Defendant

PETITION AND RULE

Filed on Behalf of:

GENERAL MOTORS ACCEPTANCE
CORPORATION, Plaintiff

Counsel of Record
for this Party:

RUSSELL R. SANDERS, ESQUIRE
PA ID NO. 36636

MAY, LONG & SANDERS, P.C.
FIRM NO. 475
3030 US STEEL TOWER
PITTSBURGH, PA 15219-2782
(412) 471-2822

FILED ^{1cc}
08/23/05 *Atty Sanders*
AUG 05 2005 *GR*

William A. Shaw
Prothonotary/Clerk of Courts

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

GENERAL MOTORS ACCEPTANCE
CORPORATION,

Plaintiff
vs.

RANDALL C. DaNIELL,

Defendant

NO. 2005-948 CD

CIVIL DIVISION--REPLEVIN

PETITION

TO THE HONORABLE, THE JUDGES OF THE SAID COURT:

The Petition of General Motors Acceptance Corporation respectfully represents that:

1. Petitioner is the Plaintiff in this action.
2. On August 5, 2005, at 2:00 p.m., Courtroom No. 1, Clearfield County Courthouse, Clearfield, PA, the Defendant failed to appear to answer as to the whereabouts of the property sought to be replevied in this action, a 1999 Pontiac Grand Prix, Serial No. 1G2WP12K4XF284321.
3. The Defendant's appearance had been ordered by this Court, and the Order requiring his appearance was duly served upon Defendant.

WHEREFORE, Petitioner requests this Honorable Court to grant a Rule upon the Defendant to show cause why he should not be held in contempt of Court.

MAY, LONG & SANDERS,

BY _____
Russell R. Sanders, Esquire
Attorney for Petitioner



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

GENERAL MOTORS ACCEPTANCE
CORPORATION,

Plaintiff

vs.

RANDALL C. DaNIELL,

Defendant

FILED
01212361 ICC
AUG 05 2005 Sanders
William A. Shaw
Prothonotary/Clerk of Courts

NO. 2005-948 CD

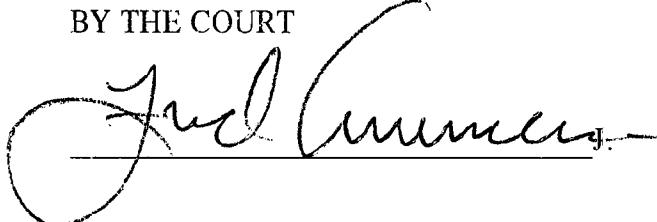
CIVIL DIVISION--REPLEVIN

RULE TO SHOW CAUSE

AND NOW, this 5 day of August, 2005, upon consideration of the foregoing Petition and the motion of Russell R. Sanders and May, Long & Sanders, and it appearing to the court that the Defendant has failed to appear in court at 2:00 p.m., August 5, 2005, Courtroom No. 1, Clearfield County Courthouse, Clearfield, PA, to be orally examined as to the whereabouts of the property sought to be replevied in this action, as ordered by the court, said order having been served upon Defendant, a rule is granted upon RANDALL C. DaNIELL to show cause why he should not be held in contempt of court and why a body attachment should not be issued to compel his appearance for examination under Rule 1081, and why he should not pay costs and counsel fees incurred by Plaintiff as a consequence of his failure to appear.

Rule returnable and to be heard the 29th day of August, 2005, at 10:00 o'clock, A.m. Courtroom No. 1, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GENERAL MOTORS ACCEPTANCE
CORPORATION, a corporation,

Plaintiff

vs.

RANDALL C. DaNIELL,

Defendant

CIVIL DIVISION

NO. 2005-948 CD

ORDER FOR WRIT OF SEIZURE

FILED ON BEHALF OF:

GENERAL MOTORS ACCEPTANCE
CORPORATION, Plaintiff

COUNSEL OF RECORD
FOR THIS PARTY:

RUSSELL R. SANDERS, ESQUIRE
PA ID NO. 36636

MAY, LONG & SANDERS, P.C.
FIRM NO. 475
3030 US STEEL TOWER
PITTSBURGH, PA 15219-2782
(412) 471-2822

FILED

12:23 PM
AUG 05 2005

Atty Sanders-
writ not issued per atty's
direction - not able to
locate - atty will preceipe
for writ per court order
when he needs it

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

GENERAL MOTORS ACCEPTANCE
CORPORATION,

PLAINTIFF

VS.

RANDALL C. DaNIELL,

DEFENDANT

NO. 2005-948 C.D

ORDER FOR WRIT OF SEIZURE

AND NOW, this 5th day of August, 2005, upon motion of MAY,
LONG & SANDERS and RUSSELL R. SANDERS, ESQUIRE, attorneys for Plaintiff, for a Writ of
Seizure, and after hearing held on this motion, it appearing to the Court that a Writ of Seizure
should be issued under the Pennsylvania Rules of Civil Procedure, IT IS ORDERED that a Writ of
Seizure be issued for one 1999 Pontiac Grand Prix, Serial No. 1G2WP12K4XF284321.

BY THE COURT:

Jud Cummins

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GENERAL MOTORS ACCEPTANCE
CORPORATION

CIVIL DIVISION

Plaintiff NO. 2005-948 CD

vs.

RANDALL C. DaNIELL,

MOTION TO CANCEL HEARING

Defendant FILED ON BEHALF OF:

GENERAL MOTORS ACCEPTANCE
CORPORATION, Plaintiff

COUNSEL OF RECORD
FOR THIS PARTY:

RUSSELL R. SANDERS, ESQ.
PA ID NO. 36636

MAY, LONG & SANDERS
FIRM NO. 475
3030 US STEEL TOWER
PITTSBURGH, PA 15219-2782
(412) 471-2822

FILED

AUG 25 2005

William A. Shaw
Prothonotary

(6K)

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

GENERAL MOTORS ACCEPTANCE)
CORPORATION)
)
Plaintiff) NO. 2005-948 CD
)
vs.)
)
RANDALL C. DaNIELL,)
)
Defendant)

MOTION TO CANCEL HEARING

AND NOW, comes the Plaintiff and through its attorneys, Russell R. Sanders and May, Long & Sanders, P.C., and moves the Court as follows:

1. On August 5, 2005, an Order of Court authorizing the issuance of a Writ of Seizure for the 1999 Pontiac Grand Prix, Serial No. 1G2WP12K4XF284321, was issued.
2. On August 5, 2005, in consideration of the Petition for Civil Contempt, a Rule to Show Cause was entered by the Court directed to the defendant, with a return date of August 29, 2005.
3. On or about August 11, 2005, the defendant contacted plaintiff's counsel and disclosed the whereabouts of the subject vehicle, which was later verified by the plaintiff. The vehicle is located at a body shop in Fort Wayne, IN.
4. Arrangements between the plaintiff and the body shop have been made wherein the plaintiff will gain possession of the said vehicle upon the payment of an outstanding repair bill.
5. Since the subject vehicle has been located, the Rule to Show Cause hearing is no longer needed and plaintiff requests that the hearing be cancelled.

WHEREFORE, GMAC requests this Honorable Court to cancel the hearing scheduled for August 29, 2005 at 10:00 a.m., Courtroom No. 1, Clearfield County Courthouse, Clearfield, PA.

MAY, LONG & SANDERS

BY



Russell R. Sanders, Esquire
Attorney for Plaintiff

FILED

AUG 25 2005

William A. Shaw
Prothonotary

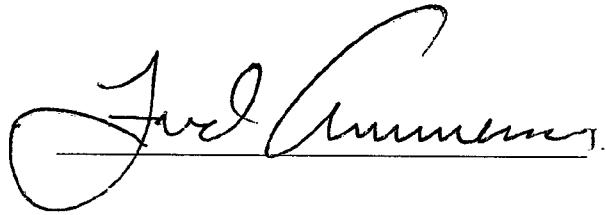
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

GENERAL MOTORS ACCEPTANCE)
CORPORATION)
)
Plaintiff) NO. 2005-948 CD
)
vs.)
)
RANDALL C. DaNIELL,)
)
Defendant)

ORDER OF COURT

AND NOW, this 25 day of August, 2005, upon consideration of the foregoing Motion, the hearing on the Rule to Show Cause scheduled for August 29, 2005 at 10:00 a.m., Courtroom No. 1, Clearfield County Courthouse, Clearfield, PA, is hereby cancelled.

BY THE COURT



FILED 1st
02:51 PM
AUG 25 2005
Atty Sanders
6K

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GENERAL MOTORS ACCEPTANCE
CORPORATION

CIVIL DIVISION

Plaintiff NO. 2005-948 CD

vs.

RANDALL C. DaNIELL,

PRAECIPE TO DISCONTINUE

Defendant FILED ON BEHALF OF:

GENERAL MOTORS ACCEPTANCE
CORPORATION, Plaintiff

COUNSEL OF RECORD
FOR THIS PARTY:

RUSSELL R. SANDERS, ESQ.
PA ID NO. 36636

MAY, LONG & SANDERS
FIRM NO. 475
3030 US STEEL TOWER
PITTSBURGH, PA 15219-2782
(412) 471-2822

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AUG 30 2005 CIA
WM
William A. Shaw
Prothonotary/Clerk of Courts
Cert. of
Disc. to
Atty
JW

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GENERAL MOTORS ACCEPTANCE)
CORPORATION)
)
Plaintiff) NO. 2005-948 CD
)
vs.)
)
RANDALL C. DaNIELL,)
)
Defendant)
)

PRAECIPE TO DISCONTINUE

TO: PROTHONOTARY

Kindly discontinue the above noted matter.

Respectfully submitted,



Russell R. Sanders, Esquire
Attorney for Plaintiff

SWORN to and subscribed
before me this 25th day
of August, 2005.



Notary Public

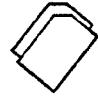
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Christine Mathews Long, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Dec. 26, 2005

Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

 COPY

CIVIL DIVISION

General Motors Acceptance Corporation

Vs.
Randall C. DaNiell

No. 2005-00948-CD

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on August 30, 2005, marked:

Discontinued

Record costs in the sum of \$85.00 have been paid in full by Russell R. Sanders, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 30th day of August A.D. 2005.

William A. Shaw, Prothonotary