

05-1002-CD  
Mazda American Credit vs T. McCollin

2005-1002-CD  
Mazda Am. Cred. v. Thomas McCollin

# CIVIL COVER SHEET AND ENTRY OF APPEARANCE

## Clearfield County Court of Common Pleas

### 1. Case Caption:

MAZDA AMERICAN CREDIT

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

THOMAS W. MCCOLLIN  
1274 Old Turnpike Rd.  
Allport, PA 16821

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

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

Court Term & No.

2005-1002-CV

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

**FILED**

JUL 11 2005

*m/r 2000/c*

William A. Shaw  
Prothonotary

*1 cent to MTS  
2 cent to SHF*

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

### 4. Entry of Appearance

#### To the Office of Judicial Support:

Kindly enter my appearance on behalf of MAZDA AMERICAN CREDIT (a) plaintiff in this action. Papers may be served at the address set forth below.

Thomas R. Dominczyk, Esq.

Address: Maurice & Needleman, P.C.

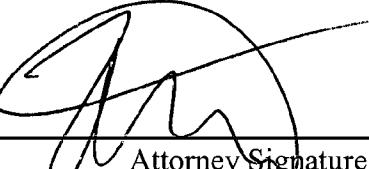
Attorney for party named above (Please print)

935 One Penn Center

85248

Attorney I.D. Number

Philadelphia, PA 19103

  
Attorney Signature

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

E-mail:

7/5/05

Date

Reverse side must be completed

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

### Case Description

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

# DIRECTIONS TO SHERIFF

To : Sheriff of Clearfield County, Sheriff of Clearfield County:  
Re: MAZDA AMERICAN CREDIT Plaintiff  
vs. No. \_\_\_\_\_ Term, 20\_\_\_\_

Thomas W. McCollin Defendant  
Please serve a copy of the Civil Complaint upon Thomas W. McCollin  
at the following address: 1274 Old Turnpike Rd.  
Allport, Pa 16821

Date July 5, 2005 20<sup>05</sup> Att'y Thomas R. Dominczyk, Esquire  
Phone: 908-575-0220 One Penn Center, Suite 935, 1617 JFK Blvd, Phila, PA 19103  
office Address

Deputy:

## REPORT OF DEPUTY SHERIFF

ATTEMPTS

How Served \_\_\_\_\_  
Date and Time of Service \_\_\_\_\_  
Place Served \_\_\_\_\_  
If Residence Service, State Relationship Of Party Served to Defendant \_\_\_\_\_

If served at place of business, state Relationship of Party Served to Defendant,  
and if Individual Defendant, efforts made to get Residence Service.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of Report 20 \_\_\_\_\_

Deputy Sheriff

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

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

BY: Joann Needleman, Esq.

Identification No. 74276

Thomas R. Dominczyk, Esq.

Identification No. 85248

935 One Penn Center

1617 John F. Kennedy Blvd

Philadelphia, PA 19103

(215) 789-7151

Attorneys for Plaintiff

**MAZDA AMERICAN CREDIT**

1335 S. Clearview Avenue

Mesa, AZ 85216

Plaintiff,

v.

**THOMAS W MCCOLLIN**

1274 Old Turnpike Rd

Allport, Pa 16821

Defendant(s).

**CLEARFIELD COUNTY COURT OF COMMON  
PLEAS**

Case No.

**CIVIL ACTION COMPLAINT**

**NOTICE**

**AVISO**

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

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

Le han demandado a usted en la corte. Si usted quiere defendarse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparecencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE.  
SI NO TIENE ABOGADO O SI NO TIENE EL DINERO  
SUFICIENTE DE PAGAR TAL SERVICO, VAYA EN PERSONA  
O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION  
SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE  
SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

**PENNSYLVANIA BAR ASSOCIATION**  
Lawyer Referral Service P.O. Box 186, Harrisburg, PA 17108  
(717) 238-6807 or (800) 692-7375

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

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

Attorneys for Plaintiff

MAZDA AMERICAN CREDIT 1335 S. Clearview Avenue Mesa, AZ 85216 Plaintiff, v. THOMAS W MCCOLLIN 1274 Old Turnpike Rd Allport, Pa 16821	CLEARFIELD COUNTY COURT OF COMMON PLEAS Case No.  Defendant(s).
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**CIVIL ACTION COMPLAINT**

1. Plaintiff, Mazda American Credit, is a Corporation with its place of business at 1335 S. Clearview Avenue Mesa, AZ 85216.
2. Defendant, Thomas W Mccollin, is an individual who resides at 1274 Old Turnpike Rd., Allport, Pa 16821.
3. At all times relevant, the Plaintiff was in the business of loaning money on motor vehicle installment sales contracts, including but not limited to the note signed by Defendant(s), hereinafter more fully described.
4. On or about 3/27/2001, the Defendant(s) entered into a written Motor Vehicle Retail Installment Contract, (hereinafter referred to as the "Contract"), for the purpose of obtaining financing in the amount of 11,272.20 at an annual percentage rate of 18%,

Installment Contract, (hereinafter referred to as the "Contract"), for the purpose of obtaining financing in the amount of 11,272.20 at an annual percentage rate of 18%, in order to purchase a certain motor vehicle, 2000 Cheverlot Cavalier more particularly described in the Contract (hereinafter referred to as the "Vehicle"). *A copy of the Contract is attached and marked as Exhibit A.*

5. Pursuant to the Contract, Defendant(s) was required to make monthly payments in the amount of \$286.24 for a period of 60 months until the loan was paid in full all as is more fully set forth in the Contract.
6. Defendant(s) made monthly payments until 8/19/2003, but has failed to make any further payments thereafter, and are therefore in default of the Contract.
7. As a result of the default by Defendant(s), and pursuant to the terms of the Contract, the above-mentioned vehicle was repossessed and a notice of repossession was sent to the Defendant(s) giving the Defendant(s) the opportunity to redeem the Vehicle as well as notice of the sale date. *A copy of the notice of repossession and notice of sale date are attached and marked as Exhibit B.*
8. The Defendant(s) failed to redeem the Vehicle and the Vehicle was sold at auction with a credit given to the Defendant in the amount of 2,100.00.
9. After providing the aforesaid credit, a balance of \$7,340.67 was still due and owing, and a notice of the deficiency balance was sent to the Defendant. *See copy of the notice of the deficiency balance attached and marked as Exhibit C.*

10. Pursuant to the terms of the contract, Defendant is required to pay all amounts due and owing, including any balance that may remain after the sale of the vehicle. The Defendant failed to do so. Defendant is indebted to Plaintiff for the balance of \$7,328.88.

11. The total amount due and owing at the time of the filing of this complaint is \$7,328.88.

WHEREFORE, Plaintiff, requests judgment in its favor and against the Defendant(s), in the amount of \$7,328.88, well as any additional costs that may accrue and such other and further relief as this Court may deem equitable and just.

Respectfully submitted,  
MAURICE & NEEDLEMAN, P.C.



THOMAS R. DOMINCYK, ESQUIRE  
Attorney for Plaintiff

**VERIFICATION**

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

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

BY:   
THOMAS R. DOMINCZYK, ESQUIRE

DATED: 6/22/05

## PENNSYLVANIA SIMPLE INTEREST VEHICLE RETAIL INSTALMENT CONTRACT

DATE 03/27/2001

Buyer and Co-Buyer Name and Address (Including County and Zip Code)		CREDITOR (Seller Name and Address)	
THOMAS W. MCLELLAN 109 GREEN ST MUNCY PA 17756 County		Fowler Motors, Inc. 333 E. Third St. Williamsport PA	
RECEIVED APR 4 2001			

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

New/Used	Year and Make	Model	Gross Weight if Truck (lbs.)	Vehicle Identification Number	Use For Which Purchased
USED	2000 Chevrolet	CAVALIER		1G1JC5244Y7171239	<input type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial
1995 Chevrolet			\$ 5050.00	\$ 3045.00	
Trade-In	Year and Make		Gross Allowance	Amount Owing	
<b>ITEMIZATION OF AMOUNT FINANCED</b>					
1. Cash Price	\$ 12489.70				(1)
2. Down Payment	\$ N.A.				
Rebates Assigned to Creditor	\$ 500.00				
Cash Down Payment	Chevrolet	5050.00	3045.00	2005.00	
Trade-In		\$	\$	\$	
Year and Make	Gross Allowance	Amount Owing			
Total Down Payment \$ 2505.00					
3. Unpaid Cash Price Balance (1 minus 2)	\$ 9984.70				(2)
4. Amounts Paid on Your Behalf (Seller may be retaining a portion of these amounts)					
To Insurance Companies for:					
Credit Life Insurance (for term of contract)	\$ N.A.				
Credit Disability Insurance (for term of contract)	\$ N.A.				
[Term _____ Months (Estimate)]	\$ 22.50				
To Public Officials (i) for license (\$ 22.50), title (\$ _____), & registration (\$ 5) less \$ _____;	\$ N.A.				
(i) for filing fees \$ _____;	\$ 27.50				
(ii) for taxes (not in Cash Price) \$ _____	\$ N.A.				
To Fowler Motor for Message Service	DOC FED Service	50.00			
To _____ for _____	for _____	\$ _____	\$ N.A.		
To _____ for FIRST EXT	for FIRST EXT	1200.00			
To _____ for _____	for _____	\$ 1267.50			
Total		\$ 11272.20			(4)
5. Amount Financed (3 plus 4)	\$ 11272.20				(5)

FEDERAL TRUTH-IN-LENDING DISCLOSURES																	
<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you	<b>Amount Financed</b> The amount of credit provided to you or on your behalf	<b>Total of Payments</b> The amount you will have paid when you have made all scheduled payments	<b>Total Sale Price</b> The total cost of your purchase on credit, including your down payment of \$ 12489.70 of \$ 19679.40													
18.00	\$ 5902.20	\$ 11272.20	\$ 17979.40	\$ 19679.40													
<table border="1"> <tr> <td>XX Number of Payments</td> <td>Amount of Each Payment</td> <td>When Payments are due</td> </tr> <tr> <td>Payment Schedule - <input type="checkbox"/> 1 payment</td> <td>\$ 286.24</td> <td>monthly starting 04/26/2001</td> </tr> <tr> <td>Your payment schedule will be:</td> <td>\$ _____</td> <td></td> </tr> <tr> <td colspan="3"><i>bec 4/1/01</i></td> </tr> </table>						XX Number of Payments	Amount of Each Payment	When Payments are due	Payment Schedule - <input type="checkbox"/> 1 payment	\$ 286.24	monthly starting 04/26/2001	Your payment schedule will be:	\$ _____		<i>bec 4/1/01</i>		
XX Number of Payments	Amount of Each Payment	When Payments are due															
Payment Schedule - <input type="checkbox"/> 1 payment	\$ 286.24	monthly starting 04/26/2001															
Your payment schedule will be:	\$ _____																
<i>bec 4/1/01</i>																	

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

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

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

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

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

## NON-MODIFICATION DISCLOSURE

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

BUYER *Thomas W. Mclellan* CO-BUYER  
SIGNS: *Thomas W. Mclellan* SIGNS: *Thomas W. Mclellan*

## NOTICE TO BUYER:

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

BUYER SIGNS

(CO) BUYER SIGNS

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

By signing below, the Seller accepts this contract. If no other Assignee is named in a separate assignment attached to this contract, the Seller assigns it to Mazda American Credit.

Fowler Motors, Inc.

Seller

By

Title

SEE BACK FOR ADDITIONAL AGREEMENTS.

REGION COPY

## INSURANCE

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

*YAA447*

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

*D3270046*

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

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

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

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

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

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

N.A.

Comprehensive  \$ \_\_\_\_\_ Deductible Collision  
 Fire-Theft-Combined Additional Coverage  
 Towing and Labor  
 Term \_\_\_\_\_ Months (Estimate) Premium \$ \_\_\_\_\_

## QUESTIONS?

**mazda**

Mazda American Credit™

PLEASE CALL US AT 1-800-945-6000

97-002

 Recycled paper

## ADDITIONAL AGREEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

**G. General:** To contact Mazda American Credit about this account, call 1-(800) 945-6000. The law of Pennsylvania applies to this contract. If that law does not allow all of the agreements in this contract, the ones that are not allowed will be void. The rest of this contract will still be good.

### FTC NOTICES

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

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

### GUARANTY

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

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

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

Mazda American Credit  
9009 CARTHERS PARKWAY  
FRANKLIN TN 37067  
800 7273000

**DATE:** 2003-12-13

THOMAS W. MCCOLLIN  
1274 OLD TURNPIKE RD  
PO BOX 14  
ALLPORT PA 16821

### STATEMENT OF SALE

Account Number: 026959992

The following property has been sold.

Year	Make	Model	Vehicle Identification Number:
2000	1HEV	CAVLR	1G1JC5244Y7171239
Gross balance owing on your contract			(1) \$ <u>9,094.47</u>
Deduct: Finance Charge Rebate			(2) \$ <u>0.00</u>
Balance owing prior to sale			(3) \$ <u>9,094.47</u>
Deduct: gross proceeds of the sale			(4) \$ <u>2,100.00</u>
Balance less gross proceeds of the sale (3 - 4)			(5) \$ <u>6,994.47</u>
Add: Expenses of retaking and storing, and any attorneys' fees allowed by law, and expenses of reconditioning and selling.			(6) \$ <u>346.20</u>
Deduct: Insurance Premium Rebate			(7) \$ <u>0.00</u>
Other:			(8) \$ <u>0.00</u>
Deficiency**			(9) \$ <u>7340.67</u>
Surplus*			(10) \$ <u>N/A</u>

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

Surplus\* or Deficiency\*\*

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

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

**IMPORTANT NOTICE FOR TEXAS RESIDENTS ONLY:** We are attempting to collect a debt and any information obtained will be used for that purpose.

**For additional information call or write:**

Mazda American Credit  
P.O. BOX 6508  
MESA ARIZONA 85216-6508  
(877) 492-2865

**Mail deficiency payment to:**

Mazda American Credit  
P.O. BOX 55000  
DEPT. 194501  
DETROIT MI 48255-1945

\*\*\*PRN\*\*\*  
 Mazda American Credit  
 P.O. Box 680090  
 FRANKLIN, TN 37068-0090  
 (800) 727-3000

THOMAS W. MCCOLLIN  
 1274 OLD TURNPIKE RD  
 PO BOX 14  
 ALLPORT, PA 16821

Date of Repossession 10-03-2003		
Date of Notice	Date of Contract	
10-08-2003	03-27-2001	
Account Number: 026959992		
Buyer THOMAS W. MCCOLLIN		
Cobuyer		
DESCRIPTION OF PROPERTY		
Year	Make	<input type="checkbox"/> New
2000	CHEV	<input checked="" type="checkbox"/> Used
Vehicle Identification Number:		
1G1JC5244Y7171239		
Model	Body	
CAVLR		

### NOTICE OF OUR PLAN TO SELL PROPERTY

We have your property described above because you broke promises in our agreement.

**PRIVATE SALE:** We will sell the property described above at private sale sometime after 15 days from the Date of Notice shown above unless redeemed by you prior to such sale.

**PUBLIC SALE:** We will sell the property described above at public sale to the highest bidder on the date below (or any adjournment date). The sale will be held as follows:

Date of Sale	Time of Sale	Place of Sale
		BUTLER AUTO AUCTION
21095 ROUTE 19		
		CRANBERRY TOWNSHIP PA 16066

You may attend the sale and bring bidders if you want.

### NOTICE OF REPOSSESSION

The property is presently stored at: BUTLER AA BUTLER

#### HOW TO GET YOUR PROPERTY BACK

To get your property back, pay us this amount by certified check or money order before the vehicle is sold.

Unpaid Balance	\$ 9,077.64
Plus Costs: Repo Expenses	\$ _____
REPO FEES	\$ _____
PENDING	\$ _____
Plus Late Charges	\$ 16.83
Less Finance Charge Rebate	\$ _____
Less Insurance Premium Rebate	\$ _____
<b>TOTAL</b>	<b>\$ 9,094.47</b>

(Plus expenses incurred if default at the time of repossession exceeded 15 days and less rebate received after the date of this notice.)

Your property won't be sold until 15 days after the date of this notice at the EARLIEST. After that you can still get it back any time before it's actually sold.

If you do, we'll have no further claim on it. But the longer you wait, the more costs (including repairs) you may have to pay. If you have any questions about this, please call us.

The money that we get from the sale (after paying our costs, including reasonable attorney's fees and legal expenses if permitted by law) will reduce the amount you owe. If we get less money than you owe, you will still owe us the difference. If we get more money than you owe, you will get the extra money, unless we must pay it to someone else.

You can get the property back at any time before we sell it by paying us the full amount you owe (not just the past due payments), including our expenses. See How To Get Your Property Back for an itemization of amount owing. To learn the exact amount you must pay, call us at the telephone number above.

If you need more information about the sale call us at the telephone number above, or write us at the address above.

If you want us to explain to you in writing how we have figured the amount that you owe us, you may call us at the telephone number above, or write us at the address above and request a written explanation.

We are sending this notice to the following people who have an interest in the property described above or who owe money under your agreement: 1) The buyer and any cobuyer named above; 2) Any dealer/original creditor named below; 3) If there are other people, they are named on an attachment sent with this notice.

The property has been (or will be) returned to: \_\_\_\_\_ (dealer/original creditor)  
 Under our agreement with your dealer/original creditor, the dealer/original creditor is to sell the property and pay you any money left over. If you owe money after the sale, you will pay it to the dealer/original creditor.

**PERSONAL PROPERTY:** Any personal property found in the vehicle may be reclaimed by you within the next 60 days or, in accordance with state law, by contacting this office. Thereafter, the personal property shall be disposed of accordingly.

Creditor has assigned to its qualified intermediary (QI Exchange, LLC) its rights (but not its obligations) with respect to the sale of each vehicle listed above.

**PAYMENTS:** All payments to us must be by certified check or money order.

**MILEAGE DISCLOSURE:** If you are aware that the mileage reflected on the vehicle's odometer is not accurate for any reason, please contact us so that we can accurately report the vehicle's mileage.

**INSURANCE RIGHTS:** If you don't want to get your property back, call the insurance company or the dealer/original creditor to make sure that any insurance has been cancelled. You have a right to get credit for all premium refunds.

JILL E. PEEK

MAURICE & NEEDLEMAN, P.C.

BY: Joann Needleman, Esq.

Identification No. 74276

Thomas R. Dominczyk, Esq.

Identification No. 85248

935 One Penn Center

1617 John F. Kennedy Blvd

Philadelphia, PA 19103

(215) 789-7151

Attorneys for Plaintiff

MAZDA AMERICAN CREDIT  v.  THOMAS W MCCOLLIN	Plaintiff  Defendant(s).	CLEARFIELD COUNTY COURT OF COMMON PLEAS  Case No. 2005-1002-Cd
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**PRAECIPE TO SUBSTITUTE VERIFICATION**

TO THE PROTHONOTARY:

Kindly substitute the verification of the Plaintiff, Mazda American Credit, for that of the verification previously filed.

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



Thomas R. Dominczyk, Esq.  
Attorney for Plaintiff

Date: September 21, 2005

FILED NO  
m 11:41:06 AM  
OCT 03 2005  
S

William A. Shroy  
PROTHONOTARY, CIRCUIT COURT OF COMMONS

**CERTIFICATE OF SERVICE**

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

THOMAS W MCCOLLIN  
1274 Old Turnpike Rd  
Po Box 14  
Allport, Pa 16821

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

BY:   
Thomas R. Dominczyk, Esq.  
Attorney for Plaintiff

DATED: September 21, 2005

**VERIFICATION**

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

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

BY: Barbara L. Buckwalter

DATE: July 15, 2005

THOMAS W MCCOLLIN  
Our file no. 496

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100629  
NO: 05-1002-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: MAZDA AMERICAN CREDIT  
vs.  
DEFENDANT: THOMAS W. MCCOLLIN

SHERIFF RETURN

NOW, July 19, 2005 AT 11:35 AM SERVED THE WITHIN COMPLAINT ON THOMAS W. MCCOLLIN DEFENDANT AT 1274 OLD TURNPIKE RD., ALLPORT, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO THOMAS W. MCCOLLIN, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	MAURICE	1424	10.00
SHERIFF HAWKINS	MAURICE	1424	30.96

FILED *07/15/05* NO CC  
OCT 11 2005  
*WAS*

William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

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

So Answers,

*Chester A. Hawkins*  
*by Marilyn Hanner*  
Chester A. Hawkins  
Sheriff

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

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

BY: Joann Needleman, Esq.  
Identification No. 74276  
Thomas R. Dominczyk, Esq.  
Identification No. 85248  
935 One Penn Center  
1617 John F. Kennedy Blvd  
Philadelphia, PA 19103  
(215) 789-7151

Attorneys for Plaintiff

MAZDA AMERICAN CREDIT  
1335 S. Clearview Avenue  
Mesa, AZ 85216  
Plaintiff,  
v.

THOMAS W MCCOLLIN  
1274 Old Turnpike Rd  
Allport, Pa 16821

Defendant(s).

CLEARFIELD COUNTY COURT OF COMMON  
PLEAS

Case No.

**CIVIL ACTION COMPLAINT**

**NOTICE**

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

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

**AVISO**

Le han demandado a usted en la corte. Si usted quiere defendarse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparecencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE.  
SI NO TIENE ABOGADO O SI NO TIENE EL DINERO  
SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA  
O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION  
SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE  
SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

**PENNSYLVANIA BAR ASSOCIATION**  
Lawyer Referral Service P.O. Box 186, Harrisburg, PA 17108  
(717) 238-6807 or (800) 692-7375

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

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

Attorneys for Plaintiff

MAZDA AMERICAN CREDIT 1335 S. Clearview Avenue Mesa, AZ 85216 Plaintiff, v. THOMAS W MCCOLLIN 1274 Old Turnpike Rd Allport, Pa 16821	CLEARFIELD COUNTY COURT OF COMMON PLEAS Case No. Defendant(s).
---	---

**CIVIL ACTION COMPLAINT**

1. Plaintiff, Mazda American Credit, is a Corporation with its place of business at 1335 S. Clearview Avenue Mesa, AZ 85216.
2. Defendant, Thomas W Mccollin, is an individual who resides at 1274 Old Turnpike Rd., Allport, Pa 16821.
3. At all times relevant, the Plaintiff was in the business of loaning money on motor vehicle installment sales contracts, including but not limited to the note signed by Defendant(s), hereinafter more fully described.
4. On or about 3/27/2001, the Defendant(s) entered into a written Motor Vehicle Retail Installment Contract, (hereinafter referred to as the "Contract"), for the purpose of obtaining financing in the amount of 11,272.20 at an annual percentage rate of 18%,

Installment Contract, (hereinafter referred to as the "Contract"), for the purpose of obtaining financing in the amount of 11,272.20 at an annual percentage rate of 18%, in order to purchase a certain motor vehicle, 2000 Cheverlot Cavalier more particularly described in the Contract (hereinafter referred to as the "Vehicle"). *A copy of the Contract is attached and marked as Exhibit A.*

5. Pursuant to the Contract, Defendant(s) was required to make monthly payments in the amount of \$286.24 for a period of 60 months until the loan was paid in full all as is more fully set forth in the Contract.
6. Defendant(s) made monthly payments until 8/19/2003, but has failed to make any further payments thereafter, and are therefore in default of the Contract.
7. As a result of the default by Defendant(s), and pursuant to the terms of the Contract, the above-mentioned vehicle was repossessed and a notice of repossession was sent to the Defendant(s) giving the Defendant(s) the opportunity to redeem the Vehicle as well as notice of the sale date. *A copy of the notice of repossession and notice of sale date are attached and marked as Exhibit B.*
8. The Defendant(s) failed to redeem the Vehicle and the Vehicle was sold at auction with a credit given to the Defendant in the amount of 2,100.00.
9. After providing the aforesaid credit, a balance of \$7,340.67 was still due and owing, and a notice of the deficiency balance was sent to the Defendant. *See copy of the notice of the deficiency balance attached and marked as Exhibit C.*

10. Pursuant to the terms of the contract, Defendant is required to pay all amounts due and owing, including any balance that may remain after the sale of the vehicle. The Defendant failed to do so. Defendant is indebted to Plaintiff for the balance of \$7,328.88.

11. The total amount due and owing at the time of the filing of this complaint is \$7,328.88.

WHEREFORE, Plaintiff, requests judgment in its favor and against the Defendant(s), in the amount of \$7,328.88, well as any additional costs that may accrue and such other and further relief as this Court may deem equitable and just.

Respectfully submitted,  
MAURICE & NEEDLEMAN, P.C.



THOMAS R. DOMINCZYK, ESQUIRE  
Attorney for Plaintiff

**VERIFICATION**

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

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

BY:   
THOMAS R. DOMINCZYK, ESQUIRE

DATED: 6/22/05

## PENNSYLVANIA SIMPLE INTEREST VEHICLE RETAIL INSTALMENT CONTRACT

DATE 03/27/2001

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code)	CREDITOR (Seller Name and Address)
THOMAS W. MCCOLELLIN 109 GREEN ST MUNCY PA 17756 County	Fowler Motors, Inc. 333 E. Third St. Williamsport PA 17701

RECEIVED APR 4 2001

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

New/Used	Year and Make	Model	GVW if Truck (lbs.)	Vehicle Identification Number	Use For Which Purchased
USED	2000 Chevrolet	CAVALIER		1G1JC5244Y7171239	<input type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trads-In	1995 Chevrolet	\$ 5050.00	\$ 3045.00	INSURANCE	
Year and Make		Gross Allowance	Amount Owing		

ITEMIZATION OF AMOUNT FINANCED					
--------------------------------	--	--	--	--	--

1. Cash Price	\$ 12489.70	(1)
2. Down Payment	\$ N.A.	
Rebates Assigned to Creditor	\$ 500.00	
Cash Down Payment	\$ 5050.00	\$ 3045.00
Trade-In	\$ 2005.00	
Year and Make	Gross Allowance	Amount Owing
		\$ 2505.00
Total Down Payment	\$ 9984.70	(2)
3. Unpaid Cash Price Balance (1 minus 2)	\$ 2485.00	(3)
4. Amounts Paid on Your Behalf (Seller may be retaining a portion of these amounts)		
To Insurance Companies for:		
Credit Life Insurance (for term of contract)	\$ N.A.	
Credit Disability Insurance (for term of contract)	\$ N.A.	
[Term _____ Months (Estimate)]	\$ 22.50	
To Public Officials (i) license (\$ 22.50), title (\$ _____), &		
registration (\$ 5) fees \$ _____;		
(ii) for filing fees \$ _____;	\$ N.A.	
(iii) for taxes (not in Cash Price) \$ _____	\$ 27.50	
To Fowler Motor for Messenger Service	\$ 60.00	
To _____ for _____	\$ N.A.	
To _____ for FIRST EXT	\$ 1200.00	
To _____ for _____	\$ 1267.50	
Total	\$ 11272.20	(4)
6. Amount Financed (3 plus 4)	\$ 11272.20	(5)

## FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
18.00 %	\$ 5902.20	\$ 11272.20	\$ 17740.40	\$ 19679.40

XX Number of Payments	Amount of Each Payment	When Payments are due
Payment Schedule - <input type="checkbox"/> Payments	\$ 286.24	monthly starting 04/26/2001
Your payment schedule will be:	\$ 286.24	
1 final	\$ 286.24	
<input type="checkbox"/>		

bec 4/1/01

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

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

## NON-MODIFICATION DISCLOSURE

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

BUYER Thomas W. McColll CO-BUYER  
SIGNS: Thomas W. McColll

## 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.

Thomas W. McColll CO BUYER SIGNS  
BUYER SIGNS CO BUYER SIGNS

Buyer acknowledges receipt of a true and completely filled in copy of this contract at the time of signing.
<u>Thomas W. McColll</u> <u>(Co) Buyer Signs</u> Buyer Signs <u>(Co) Buyer Signs</u>

By signing below, the Seller accepts this contract. If no other Assignee is named in a separate assignment attached to this contract, the Seller assigns it to Mazda American Credit.

Fowler Motors, Inc.

Seller By Title

 Recycled paper

PLEASE CALL US AT 1-800-945-6000

97-002

**mazda**  
Mazda American Credit

SEE BACK FOR ADDITIONAL AGREEMENTS.

REGION COPY

## ADDITIONAL AGREEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

**G. General:** To contact Mazda American Credit about this account, call 1-800 945-6000. The law of Pennsylvania applies to this contract. If that law does not allow all of the agreements in this contract, the ones that are not allowed will be void. The rest of this contract will still be good.

### FTC NOTICES

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

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

### GUARANTY

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

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

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

Mazda American Credit  
9009 CARTHERS PARKWAY  
FRANKLIN TN 37067  
800 7273000

**DATE:** 2003-12-13

THOMAS W. MCCOLLIN  
1274 OLD TURNPIKE RD  
PO BOX 14  
ALLPORT PA 16821

### STATEMENT OF SALE

Account Number: 026959992

The following property has been sold.

Year	Make	Model	Vehicle Identification Number:
2000	1HEV	CAVLR	1G1JC5244Y7171239
Gross balance owing on your contract			(1) \$ <u>9,094.47</u>
Deduct: Finance Charge Rebate			(2) \$ <u>0.00</u>
Balance owing prior to sale			(3) \$ <u>9,094.47</u>
Deduct: gross proceeds of the sale			(4) \$ <u>2,100.00</u>
Balance less gross proceeds of the sale (3 - 4)			(5) \$ <u>6,994.47</u>
Add: Expenses of retaking and storing, and any attorneys' fees allowed by law, and expenses of reconditioning and selling.			(6) \$ <u>346.20</u>
Deduct: Insurance Premium Rebate			(7) \$ <u>0.00</u>
Other:			(8) \$ <u>0.00</u>
Deficiency**			(9) \$ <u>7340.67</u>
Surplus*			(10) \$ <u>N/A</u>

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

**Surplus\* or Deficiency\*\***

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

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

**IMPORTANT NOTICE FOR TEXAS RESIDENTS ONLY:** We are attempting to collect a debt and any information obtained will be used for that purpose.

**For additional information call or write:**

Mazda American Credit  
P.O. BOX 6508  
MESA ARIZONA 85216-6508  
(877) 492-2865

**Mail deficiency payment to:**

Mazda American Credit  
P.O. BOX 55000  
DEPT. 194501  
DETROIT MI 48255-1945

\*\*\*PRN\*\*\*  
 Mazda American Credit  
 P.O. Box 680090  
 FRANKLIN, TN 37068-0090  
 (800) 727-3000

THOMAS W. MCCOLLIN  
 1274 OLD TURNPIKE RD  
 PO BOX 14  
 ALLPORT, PA 16821

Date of Repossession 10-03-2003		
Date of Notice	Date of Contract	
10-08-2003	03-27-2001	
Account Number: 026959992		
Buyer THOMAS W. MCCOLLIN		
Cobuyer		
DESCRIPTION OF PROPERTY		
Year	Make	<input type="checkbox"/> New
2000	CHEV	<input checked="" type="checkbox"/> Used
Vehicle Identification Number:		
1G1JC5244Y7171239		
Model	Body	
CAVLR		

### NOTICE OF OUR PLAN TO SELL PROPERTY

We have your property described above because you broke promises in our agreement.

**PRIVATE SALE:** We will sell the property described above at private sale sometime after 15 days from the Date of Notice shown above unless redeemed by you prior to such sale.

**PUBLIC SALE:** We will sell the property described above at public sale to the highest bidder on the date below (or any adjournment date). The sale will be held as follows:

Date of Sale	Time of Sale	Place of Sale
		BUTLER AUTO AUCTION
21095 ROUTE 19		
		CRANBERRY TOWNSHIP PA 16066

You may attend the sale and bring bidders if you want.

### NOTICE OF REPOSSESSION

The property is presently stored at: BUTLER AA BUTLER

#### HOW TO GET YOUR PROPERTY BACK

To get your property back, pay us this amount by certified check or money order before the vehicle is sold.

Unpaid Balance	\$ 9,077.64
Plus Costs: Repo Expenses	\$ _____
REPO FEES	\$ _____
PENDING	\$ _____
Plus Late Charges	\$ 16.83
Less Finance Charge Rebate	\$ _____
Less Insurance Premium Rebate	\$ _____
TOTAL	\$ 9,094.47

(Plus expenses incurred if default at the time of repossession exceeded 15 days and less rebate received after the date of this notice.)

Your property won't be sold until 15 days after the date of this notice at the EARLIEST. After that you can still get it back any time before it's actually sold.

If you do, we'll have no further claim on it. But the longer you wait, the more costs (including repairs) you may have to pay.  
 If you have any questions about this, please call us.

The money that we get from the sale (after paying our costs, including reasonable attorney's fees and legal expenses if permitted by law) will reduce the amount you owe. If we get less money than you owe, you will still owe us the difference. If we get more money than you owe, you will get the extra money, unless we must pay it to someone else.

You can get the property back at any time before we sell it by paying us the full amount you owe (not just the past due payments), including our expenses. See How To Get Your Property Back for an itemization of amount owing. To learn the exact amount you must pay, call us at the telephone number above.

If you need more information about the sale call us at the telephone number above, or write us at the address above.

If you want us to explain to you in writing how we have figured the amount that you owe us, you may call us at the telephone number above, or write us at the address above and request a written explanation.

We are sending this notice to the following people who have an interest in the property described above or who owe money under your agreement: 1) The buyer and any cobuyer named above; 2) Any dealer/original creditor named below; 3) If there are other people, they are named on an attachment sent with this notice.

The property has been (or will be) returned to: \_\_\_\_\_ (dealer/original creditor)

Under our agreement with your dealer/original creditor, the dealer/original creditor is to sell the property and pay you any money left over. If you owe money after the sale, you will pay it to the dealer/original creditor.

**PERSONAL PROPERTY:** Any personal property found in the vehicle may be reclaimed by you within the next 60 days or, in accordance with state law, by contacting this office. Thereafter, the personal property shall be disposed of accordingly.

Creditor has assigned to its qualified intermediary (QI Exchange, LLC) its rights (but not its obligations) with respect to the sale of each vehicle listed above.

**PAYMENTS:** All payments to us must be by certified check or money order.

**MILEAGE DISCLOSURE:** If you are aware that the mileage reflected on the vehicle's odometer is not accurate for any reason, please contact us so that we can accurately report the vehicle's mileage.

**INSURANCE RIGHTS:** If you don't want to get your property back, call the insurance company or the dealer/original creditor to make sure that any insurance has been cancelled. You have a right to get credit for all premium refunds.

JILL E. PEEK

Maurice & Needleman, P.C.  
BY: Joann Needleman, Esq.  
Identification No. 74276  
Thomas R. Dominiczyk, Esq.  
Identification No. 85248  
935 One Penn Center  
1617 John F. Kennedy Blvd  
Philadelphia, PA 19103  
(215) 789-7151

FILED NO  
m 11:30 AM  
DEC 05 2005  
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William A. Shaw  
Prothonotary/Clerk of Courts

MAZDA AMERICAN CREDIT Plaintiff  v.  THOMAS W MCCOLLIN  Defendant(s)	CLEARFIELD COUNTY COURT OF COMMON PLEAS  CASE NO. 2005-1002-CD
---	---

**WORKOUT AGREEMENT FOR PAYMENT AND STIPULATION FOR JUDGMENT**

THIS AGREEMENT is made between MAZDA AMERICAN CREDIT c/o Maurice & Needleman, P.C. 1617 John F. Kennedy Boulevard, Philadelphia, Pennsylvania 19103, hereinafter called the "Plaintiff" and THOMAS W MCCOLLIN of 1274 OLD TURNPIKE RD, PO BOX 14ALLPORT, PA 16821, hereinafter collectively called the "Defendant"

**WHEREFORE:**

1. The Defendant acknowledges having executed to the Plaintiff a Retail Installment Contract ("Note") under the terms of which Defendant promised to make certain payments of principal and interest to the Plaintiff according to a schedule more specifically set forth in the terms of the Note.
2. The Defendant acknowledges having failed to pay interest and principal as required by the terms of the Note and is in default of the Note.
3. The Defendant acknowledges that there is immediately due and owing from him to the Plaintiff under the Note **\$7254.84**, consisting of **principal, interest, and attorney's fees**

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(hereinafter the "Amount Due") and the Defendant acknowledges having no set-off, credit, or claim against the Amount Due.

4. The Defendant desires to satisfy the Amount Due and therefore makes the above representations to induce the Plaintiff to enter into the within agreement for the payment of the Amount Due.

5. **NOW THEREFORE:** For good and valuable consideration described below, the parties agree as follows:

a. The Defendant shall make payments of \$100.00 a MONTH due 10/14/2005 and on the same day of each **month** thereafter until it is paid in full.

b. Interest shall continue to accrue at the rate of 6.000%

c. All other terms of the Note, unless otherwise set forth herein will remain unchanged.

d. All payments under this Agreement will be made by check payable to "Maurice & Needleman, P.C. FMC Attorney Trust Account" at 1617 John F. Kennedy Boulevard, Philadelphia, Pennsylvania 19103. **Please reference the file number 496 on all payments.**

6. During the term of this Agreement, the Plaintiff will forebear from exercising its rights it may have for the collection of the Amount Due, nor file this Stipulated Judgment in this matter provided the Defendant is not in default of any of the terms or conditions of this Agreement and makes all payments timely.

7. The Defendant will deliver to the Plaintiff, with a signed copy of this Agreement, answers to the "Questionnaire" simultaneously supplied to the Defendant with this Agreement.

8. **EVENTS OF DEFAULT.** The following shall constitute an Event of Default under this Agreement:

a. The Defendant fails to pay, when due and payable, any scheduled payment as set forth in paragraph 5 a. above, and such scheduled payment remains unpaid for more than ten (10) days

b. The Defendant fails to return the Questionnaire.

9. **PLAINTIFF'S REMEDIES UPON DEFENDANTS' DEFAULT.** In the event Defendant fails to cure any default after Notice thereof as described in above, Plaintiff will be permitted to file this Stipulated Judgment and enter judgment in the amount of **\$7254.84**, less any payments already made, as well as all interest that has accrued as of the date of this Stipulation, at the contract rate plus reasonable attorneys fees, costs and expenses incurred by the Plaintiff in an effort to enforce this Stipulation, and Plaintiff will be permitted to commence execution proceedings forthwith upon the entry of Judgment.

10. This Agreement does not alter, amend or modify the Defendant's obligations to the Plaintiff under the above Note, unless otherwise set forth herein. This Agreement does not alter, amend or modify the Defendant's obligations to the Plaintiff under any other document which is not named herein.

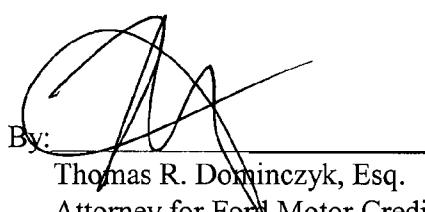
11. The Defendant acknowledges that as of the date of this Agreement he has no claim, whether known or unknown, against the Plaintiff AND HEREBY WAIVES AND GIVES UP ANY AND ALL CLAIMS HE MAY HAVE AGAINST THE PLAINTIFF AS OF THE DATE OF THIS AGREEMENT, WHETHER KNOWN OR UNKNOWN.

12. THE UNDERSIGNED ACKNOWLEDGES HAVING READ THIS AGREEMENT,  
UNDERSTANDS IT, AGREES TO ITS TERMS AND HAS RECEIVED A COPY OF IT,  
WITHOUT CHARGE.



THOMAS W MCCOLLIN  
Defendant

Dated: *November 21, 2005*



By:

Thomas R. Dominczyk, Esq.  
Attorney for Ford Motor Credit Company

Dated: *11/30/05*

Thomas R. Dominczyk, Esq.  
Attorney for Plaintiff  
Maurice & Needleman, P.C.  
Identification No. 85248  
935 One Penn Center  
1617 John F. Kennedy Blvd.  
Philadelphia, PA 19103  
(215) 665-1133

FILED *rec'd  
M12/29/2006 (A/H  
JAN 23 2006* provided  
envelope

William A. Shaw *rec'd Aug  
Prothonotary/Clerk of Courts*  
*(CN)*

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FORD MOTOR CREDIT COMPANY  
Plaintiff

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

vs.

THOMAS W. MCCOLLIN

NO. 2005-1002-CD

Defendant(s)

---

**WORKOUT AGREEMENT FOR PAYMENT AND STIPULATION FOR JUDGMENT**

THIS AGREEMENT is made on August 29, 2005, between FORD MOTOR CREDIT COMPANY c/o Maurice & Needleman, P.C. 1617 John F. Kennedy Boulevard, Philadelphia, Pennsylvania 19103, hereinafter called the "Lender" and Thomas W. McCollin of 1274 Old Turnpike Road, P.O. Box 14, Allport, Pennsylvania 16821, hereinafter called the "Borrower".

**WHEREFORE:**

- I. The Borrower acknowledges that the Borrower executed to the Lender a Pennsylvania Simple Interest Vehicle Retail Installment Contract ("Note") under the terms of which Borrower promised to make certain payments of principal and interest to the Lender according to a schedule more specifically set forth in the terms of the Note.

496  
original

II. The Borrower acknowledges having failed to pay interest and principal as required by the terms of the Note and is in default of the Note.

III. The Borrower acknowledges that there is immediately due and owing from him to the Lender under the Note \$7,513.88, consisting of **principal, interest, and late fees** (hereinafter the "Amount Due") and the Borrower acknowledges having no set-off, credit, or claim against the Amount Due;

IV. The Borrower desires to satisfy the Amount Due and therefore makes the above representations to induce the Lender to enter into the within agreement for the payment of the Amount Due;

V. **NOW THEREFORE:** For good and valuable consideration described below, the parties agree as follows:

A. The Borrower shall make monthly installments of \$100.00 beginning *TM*  
~~September 30, 2005 and on the 30th day of each month thereafter until it is paid in full.~~ *TM*  
~~October 14~~ *14th*

B. All other terms of the Note, unless otherwise set forth herein will remain unchanged.

C. All payments under this Agreement will be made by check payable to "Maurice & Needleman, P.C. Attorney Trust Account" at 1617 John F. Kennedy Boulevard, Philadelphia, Pennsylvania 19103. Please reference the file number 496 on all payments. All communications by the Borrower under this Agreement will also be made to this address.

D. During the term of this Agreement, the Lender will forebear from exercising its rights it may have for the collection of the Amount Due, nor file this Stipulated Judgment in this matter provided the Borrower is not in default of any of the terms or conditions of this Agreement and makes all payments timely.

E. Within 14 days of the delivery of this Agreement to the Borrower, the Borrower will deliver to the Lender answers to the "Questionnaire" simultaneously supplied to the Borrower with this Agreement.

F. **EVENTS OF DEFAULT.** The following shall constitute an Event of Default under this Agreement:

a. The Borrower fails to pay, when due and payable, any scheduled payment as set forth in paragraph A above, and such scheduled payment remains unpaid for more than ten (10) days.

G. **LENDER'S REMEDIES UPON BORROWERS' DEFAULT.** The following shall constitute an Event of Default under this Agreement:

1. The Borrower fails to pay, when due and payable, any scheduled payment as set forth in paragraph A above or fails to return the Questionnaire.

2. In the event any scheduled payment is due and outstanding for at least ten (10) days from the date in which it is due, Lender will send a Notice of Default to the Borrower given an additional ten (10) days to cure said default.

3. In the event Borrower fails to cure any default after Notice thereof as described in Paragraph G(2) above, Lender will be permitted to file the Stipulated Judgment and enter judgment in the amount of **\$7,513.88**, less any payments already made, as well as all interest that has accrued as of the date of this Stipulation, at the contract rate plus reasonable attorneys fees, costs and expenses incurred by the Plaintiff in an effort to enforce this Stipulation, and Plaintiff will be permitted to commence execution proceedings forthwith upon the entry of Judgment.

H. This Agreement does not alter, amend or modify the Borrower's obligations to the Lender under the above Note, unless otherwise set forth herein. This Agreement does not alter, amend or modify the Borrower's obligations to the Lender under any other document which is not named herein.

I. The Borrower acknowledges that as of the date of this Agreement he has no claim, whether known or unknown, against the Lender AND HEREBY WAIVES AND GIVES UP ANY AND ALL CLAIMS HE MAY HAVE AGAINST THE LENDER AS OF THE DATE OF THIS AGREEMENT, WHETHER KNOWN OR UNKNOWN.

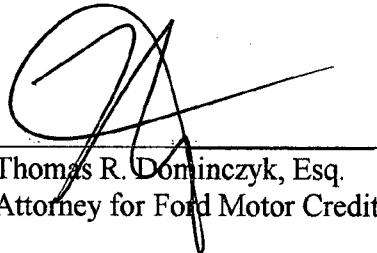
J. THE UNDERSIGNED BORROWER ACKNOWLEDGES HE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AGREES TO ITS TERMS AND HAS RECEIVED A COPY OF IT, WITHOUT CHARGE.

Page 5  
Ford Motor Credit Company



Thomas W. McCollin  
Borrower

Dated: 10-7-05

By: 

Thomas R. Dominczyk, Esq.  
Attorney for Ford Motor Credit Company

Dated: 1/13/06

MAURICE & NEEDLEMAN, P.C.  
BY: Joann Needleman, Esq.  
Identification No. 74276  
Charlene A. Taylor, Esq.  
Identification No. 203920  
935 One Penn Center  
1617 John F. Kennedy Blvd  
Philadelphia, PA 19103  
(215) 789-7161

Attorneys for Plaintiff

MAZDA AMERICAN CREDIT Plaintiff	CLEARFIELD COUNTY COURT OF COMMON PLEAS
v.	CASE NO. 2005-1002-CD
THOMAS W MCCOLLIN Defendant(s)	

**PRAEICE TO ENTER JUDGMENT PURSUANT TO STIPULATION AND  
CONSENT**

## TO THE PROTHONOTARY:

Pursuant to the attached Workout Agreement for Payment and Consent to the  
Entry of Judgment, kindly enter Judgment in favor of Plaintiff, and against Defendant,  
THOMAS W MCCOLLIN in the amount as follows:

Principal Amount \$ 4148.88

**TOTAL** \$ 4148.88

MAURICE & NEEDLEMAN, P.C.

BY:

CHARLENE TAYLOR, ESQ.  
Attorney for Plaintiff

Date: April 13, 2009

S **FILED** (GW) Atty pd. 20.00  
MAY 12, 2009 ICC Notice  
MAY 14, 2009 to Def.  
William A. Shaw  
Prothonotary/Clerk of Courts ICC Atty

MAURICE & NEEDLEMAN, P.C.  
BY: Joann Needleman, Esq.  
Identification No. 74276  
Charlene A. Taylor, Esq.  
Identification No. 203920  
935 One Penn Center  
1617 John F. Kennedy Blvd  
Philadelphia, PA 19103  
(215) 789-7161

Attorneys for Plaintiff

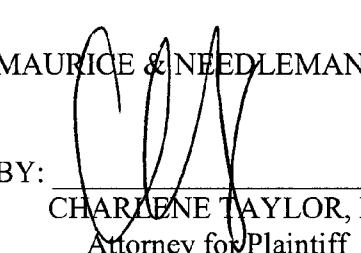
MAZDA AMERICAN CREDIT Plaintiff  v.  THOMAS W MCCOLLIN Defendant(s)	CLEARFIELD COUNTY COURT OF COMMON PLEAS  CASE NO. 2005-1002-CD
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**CERTIFICATION OF ADDRESSES**

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

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

Defendant: THOMAS W MCCOLLIN  
1274 OLD TURNPIKE RD  
PO BOX 14  
ALLPORT, PA 16821

MAURICE & NEEDLEMAN, PC.  
BY:   
CHARLENE TAYLOR, ESQ.  
Attorney for Plaintiff

Date : April 13, 2009

MAURICE & NEEDLEMAN, P.C. Attorneys for Plaintiff  
BY: Joann Needleman, Esq.  
Identification No. 74276  
Charlene A. Taylor, Esq.  
Identification No. 203920  
935 One Penn Center  
1617 John F. Kennedy Blvd  
Philadelphia, PA 19103  
(215) 789-7161

MAZDA AMERICAN CREDIT Plaintiff  v.  THOMAS W MCCOLLIN Defendant(s)	CLEARFIELD COUNTY COURT OF COMMON PLEAS  CASE NO. 2005-1002-CD
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**AFFIDAVIT OF CONSENT TO JUDGMENT**

STATE OF PENNSYLVANIA :  
: SS.  
COUNTY OF PHILADELPHIA :

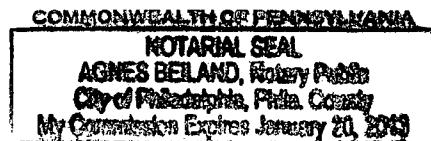
CHARLENE TAYLOR, ESQUIRE, being duly sworn according to law, deposes and says that Defendant, THOMAS W MCCOLLIN has entered into a Workout Agreement for Payment and Consents to the Entry of Judgment, a copy of which is attached hereto.

MAURICE & NEEDLEMAN, P.C.  
BY:  
JOANN NEEDLEMAN, ESQ.  
Attorney for Plaintiff

SWORN TO AND SUBSCRIBED  
before me this 24 day  
of April, 2009.

Notary Public

*Agnes Beiland*



MAURICE & NEEDLEMAN, P.C. Attorneys for Plaintiff  
BY: Joann Needleman, Esq.  
Identification No. 74276  
Charlene A. Taylor, Esq.  
Identification No. 203920  
935 One Penn Center  
1617 John F. Kennedy Blvd  
Philadelphia, PA 19103  
(215) 789-7161

MAZDA AMERICAN CREDIT Plaintiff  v.  THOMAS W MCCOLLIN Defendant(s)	CLEARFIELD COUNTY COURT OF COMMON PLEAS  CASE NO. 2005-1002-CD
---	---

**AFFIDAVIT OF NON-MILITARY SERVICE**

STATE OF PENNSYLVANIA :  
: SS.  
COUNTY OF PHILADELPHIA :

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

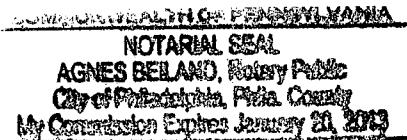
MAURICE & NEEDLEMAN, P.C.

BY:

CHARLENE TAYLOR, ESQ.  
Attorney for Plaintiff

SWORN TO AND SUBSCRIBED  
before me this 24 day  
of April, 2009.

Notary Public *Agnes Beland*



Thomas R. Dominczyk, Esq.  
Attorney for Plaintiff  
Maurice & Needleman, P.C.  
Identification No. 85248  
935 One Penn Center  
1617 John F. Kennedy Blvd.  
Philadelphia, PA 19103  
(215) 665-1133

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

JAN 23 2006

Attest:

*William D. Gray*  
Prothonotary/  
Clerk of Courts

---

FORD MOTOR CREDIT COMPANY  
Plaintiff

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

vs.

THOMAS W. MCCOLLIN

NO. 2005-1002-CD

Defendant(s)

---

**WORKOUT AGREEMENT FOR PAYMENT AND STIPULATION FOR JUDGMENT**

THIS AGREEMENT is made on August 29, 2005, between FORD MOTOR CREDIT COMPANY c/o Maurice & Needleman, P.C. 1617 John F. Kennedy Boulevard, Philadelphia, Pennsylvania 19103, hereinafter called the "Lender" and Thomas W. McCollin of 1274 Old Turnpike Road, P.O. Box 14, Allport, Pennsylvania 16821, hereinafter called the "Borrower".

**WHEREFORE:**

- I. The Borrower acknowledges that the Borrower executed to the Lender a Pennsylvania Simple Interest Vehicle Retail Installment Contract ("Note") under the terms of which Borrower promised to make certain payments of principal and interest to the Lender according to a schedule more specifically set forth in the terms of the Note.

*496*

*original*

II. The Borrower acknowledges having failed to pay interest and principal as required by the terms of the Note and is in default of the Note.

III. The Borrower acknowledges that there is immediately due and owing from him to the Lender under the Note **\$7,513.88**, consisting of **principal, interest, and late fees** (hereinafter the "Amount Due") and the Borrower acknowledges having no set-off, credit, or claim against the Amount Due;

IV. The Borrower desires to satisfy the Amount Due and therefore makes the above representations to induce the Lender to enter into the within agreement for the payment of the Amount Due;

V. **NOW THEREFORE:** For good and valuable consideration described below, the parties agree as follows:

A. The Borrower shall make monthly installments of \$100.00 beginning ~~September 30, 2005~~ and on the ~~30th~~ day of each ~~month~~ thereafter until it is paid in full. <sup>TM</sup>  
~~September 30, 2005~~ <sup>TM</sup>  
~~October 14~~ <sup>14th</sup>

B. All other terms of the Note, unless otherwise set forth herein will remain unchanged.

C. All payments under this Agreement will be made by check payable to "Maurice & Needleman, P.C. Attorney Trust Account" at 1617 John F. Kennedy Boulevard, Philadelphia, Pennsylvania 19103. **Please reference the file number 496 on all payments.** All communications by the Borrower under this Agreement will also be made to this address.

D. During the term of this Agreement, the Lender will forebear from exercising its rights it may have for the collection of the Amount Due, nor file this Stipulated Judgment in this matter provided the Borrower is not in default of any of the terms or conditions of this Agreement and makes all payments timely.

E. Within 14 days of the delivery of this Agreement to the Borrower, the Borrower will deliver to the Lender answers to the "Questionnaire" simultaneously supplied to the Borrower with this Agreement.

F. **EVENTS OF DEFAULT.** The following shall constitute an Event of Default under this Agreement:

a. The Borrower fails to pay, when due and payable, any scheduled payment as set forth in paragraph A above, and such scheduled payment remains unpaid for more than ten (10) days.

G. **LENDER'S REMEDIES UPON BORROWERS' DEFAULT.** The following shall constitute an Event of Default under this Agreement:

1. The Borrower fails to pay, when due and payable, any scheduled payment as set forth in paragraph A above or fails to return the Questionnaire.;
2. In the event any scheduled payment is due and outstanding for at least ten (10) days from the date in which it is due, Lender will send a Notice of Default to the Borrower given an additional ten (10) days to cure said default.

3. In the event Borrower fails to cure any default after Notice thereof as described in Paragraph G(2) above, Lender will be permitted to file the Stipulated Judgment and enter judgment in the amount of **\$7,513.88**, less any payments already made, as well as all interest that has accrued as of the date of this Stipulation, at the contract rate plus reasonable attorneys fees, costs and expenses incurred by the Plaintiff in an effort to enforce this Stipulation, and Plaintiff will be permitted to commence execution proceedings forthwith upon the entry of Judgment.

H. This Agreement does not alter, amend or modify the Borrower's obligations to the Lender under the above Note, unless otherwise set forth herein. This Agreement does not alter, amend or modify the Borrower's obligations to the Lender under any other document which is not named herein.

I. The Borrower acknowledges that as of the date of this Agreement he has no claim, whether known or unknown, against the Lender AND HEREBY WAIVES AND GIVES UP ANY AND ALL CLAIMS HE MAY HAVE AGAINST THE LENDER AS OF THE DATE OF THIS AGREEMENT, WHETHER KNOWN OR UNKNOWN.

J. THE UNDERSIGNED BORROWER ACKNOWLEDGES HE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AGREES TO ITS TERMS AND HAS RECEIVED A COPY OF IT, WITHOUT CHARGE.

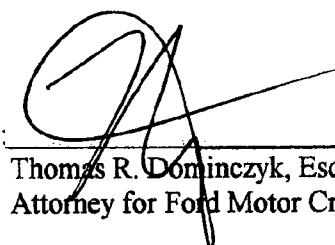
Page 5  
Ford Motor Credit Company



Thomas W. McCollin  
Borrower

Dated: 10-7-05

By:



Thomas R. Dominczyk, Esq.  
Attorney for Ford Motor Credit Company

Dated: 1/13/06

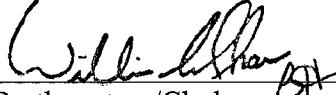
COPY

MAURICE & NEEDLEMAN, P.C.  
BY: Joann Needleman, Esq.  
Identification No. 74276  
Charlene A. Taylor, Esq.  
Identification No. 203920  
935 One Penn Center  
1617 John F. Kennedy Blvd  
Philadelphia, PA 19103  
(215) 789-7161

Attorneys for Plaintiff

MAZDA AMERICAN CREDIT Plaintiff  v.  THOMAS W MCCOLLIN Defendant(s)	CLEARFIELD COUNTY COURT OF COMMON PLEAS  CASE NO. 2005-1002-CD
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- ( ) Notice is hereby given that a judgment in the above-captioned matter has been entered against you in the amount of \$4148.88 on May 4, 2009
- ( ) A copy of all documents filed with the Prothonotary in support of the within judgment is enclosed.

  
\_\_\_\_\_  
Prothonotary/Clerk

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

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

Name: Joann Needleman, Esquire

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

Telephone No.: 215-789-7154

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