

05-1690-CD
Ford Motor Credit Co. vs M.

Ford Motor Credit Co. vs Margaret Manners
2005-1690-CD

CIVIL COVER SHEET AND ENTRY OF APPEARANCE

Clearfield County Court of Common Pleas

1. Case Caption:

FORD MOTOR CREDIT COMPANY
v.
MARGARET MANNERS

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

FORD MOTOR CREDIT COMPANY
P.O. Box 6058
Mesa, AZ 85216

Court Term & No.

05-1090-CD

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

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

MARGARET MANNERS
302 S STATE STREET
DUBOIS, PA 15801

FILED CCS/HF
m 31/8/01 10:44 AM
OCT 3 2005 Atty pd.
William A. Shaw 10/31/01
85.00
Prothonotary/Clerk of Courts

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

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

4. Entry of Appearance

To the Office of Judicial Support:

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

Thomas R. Dominczyk, Esq.

Address: Maurice & Needleman, P.C.

ttorney for party named above (Please print)

935 One Penn Center

85248

Attorney I.D. Number

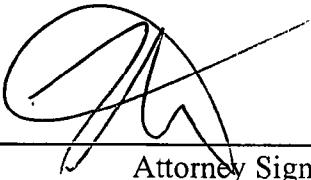
Philadelphia, PA 19103

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

E-mail:

10/07/05

Date


Attorney Signature

Reverse side must be completed

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

Case Description

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

DIRECTIONS TO SHERIFF

To : Sheriff of Clearfield County, Sheriff of Clearfield County:

Re: FORD MOTOR CREDIT COMPANY Plaintiff

VS.

No. _____ Term, 20_____

MARGARET MANNERS

Defendant

Please serve a copy of the Civil Complaint upon MARGARET MANNERS

at the following address: 302 S STATE STREET

DUBOIS, PA 15801

Date October 7, 2005

Phone: 908-575-0220

Att'y Thomas R. Dominczyk, Esquire

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 Attorneys for Plaintiff

Thomas R. Dominczyk, Esq.

Identification No. 85248

935 One Penn Center

1617 John F. Kennedy Blvd

Philadelphia, PA 19103

(215) 789-7151

FORD MOTOR CREDIT COMPANY
P.O. Box 6508
Mesa, Az 85216-6508

Plaintiff,

v.

MARGARET MANNERS
302 S State Street
Dubois, Pa 15801

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 defenderse 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 asentir 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 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 SUFFICIENTE 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

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

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

FORD MOTOR CREDIT COMPANY P.O. Box 6508 Mesa, Az 85216-6508 v. MARGARET MANNERS 302 S State Street Dubois, Pa 15801	Plaintiff, Defendant(s).	CLEARFIELD COUNTY COURT OF COMMON PLEAS Case No.
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CIVIL ACTION COMPLAINT

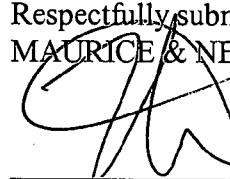
1. Plaintiff, Ford Motor Credit Company, is a Corporation with its principal place of business at P.O. Box 6508, Mesa, State of Arizona.
2. Defendant, Margaret Manners, is an individual who resides at 302 S State Street, Dubois, Pa 15801.
3. At all times relevant, the Plaintiff was in the business of 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 August 27, 2002, 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 \$6,420.64, at an annual percentage rate of 11.900%, in order to purchase a certain motor vehicle, a 1998 Ford Escort, 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 \$212.96 for a period of 36 months until the loan was paid in full all as is more fully set forth in the Contract.
6. Defendant(s) made payments until 10/19/2004, but has failed to make any further payments thereafter, and are therefore in default of the Contract.
7. As a result of the default by Defendant(s), and pursuant to the terms of the Contract, all balances due on the Contract are subject to finance charges in the amount of 11.900% until such time that the balance is paid in full.
8. By reason of the default, the Defendant(s) is indebted to Plaintiff for the balance of \$3,077.54.
9. In addition to the foregoing, there is due from the Defendant(s) interest in the amount of \$361.10.
10. The total amount due and owing is \$3,463.76.

WHEREFORE, Plaintiff, requests judgment in its favor and against the Defendant(s), in the amount of \$3,463.76 as well as additional interest 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, FORD MOTOR CREDIT COMPANY, and duly authorized to make this verification on its behalf; that statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief.

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

BY: 

THOMAS R. DOMINCZYK,ESQUIRE

DATED: 10/19/05

10-8-2027



Ford Motor Credit Company

PENNSYLVANIA VEHICLE RESCHEDULE OF PAYMENTS AGREEMENT

DATE 8/27/02

ACCT. NO. BPX997941C
 You, the Buyer (and Co-Buyer), are asking Ford Motor Credit Company, the holder ("Holder") of the Contract ("Contract") described below for the following property ("Property"). To change the payments due under the Contract.

Description of Contract

Type of Contract	Date of Contract	Account Number	Original Total Sale Price
RETAIL	7/25/98	BPA2526416	\$18690.60

Description of Property

Year	Make	Model	Body Type	Vehicle Identification Number
1998	FORD	ESCORT		1FAFP10P3WW295261

Buyer and Holder agree to change the Contract only as set out in this agreement. The other provisions of the Contract remain in full force and effect.

ITEMIZATION OF AMOUNT FINANCED

(1) Present Unpaid Balance	\$ <u>6420.64</u> (1)
(2) Refund Credit	\$ <u>NA</u> (2)
(3) Amount Paid on Your Account (1 minus 2)	\$ <u>6420.64</u> (3)
(4) Amounts Paid on Your Behalf	

To Insurance Companies for (See A. & B. below)

Property Insurance (Term _____ Months (Estimate) _____)	\$ <u>NA</u>
Credit Life Insurance (for term of contract)	\$ <u>NA</u>
Credit Disability Insurance (for term of contract)	\$ <u>NA</u>
(Term _____ Months (Estimate))	\$ <u>NA</u>

To Public Officials

(i) for filing fees \$ <u>NA</u> ;	\$ <u>NA</u>
(ii) for \$ <u>NA</u> for	\$ <u>NA</u>
To _____ for _____	\$ <u>NA</u>
To _____ for _____	\$ <u>NA</u>
Total	\$ <u>NA</u> (4)

(5) Amount Financed (3 plus 4)	\$ <u>6420.64</u> (5)
--------------------------------------	-----------------------

Amount Financed (The amount of credit provided to you or on your behalf)

FINANCE CHARGE (The dollar amount the credit will cost you)

ANNUAL PERCENTAGE RATE (The cost of your credit as a yearly rate)

Total of Payments (The amount you will have paid when you have made all scheduled payments)

Payment Schedule - Your payment schedule will be:

<input type="checkbox"/>	Number of Payments	Amount of Each Payment	When Payments are Due
	35	\$ <u>212.96</u>	monthly starting
	1 Final	\$ <u>212.96</u>	<u>9/27/02</u>

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

Late Payment: You must pay a late charge on each payment made more than 10 days late. The charge is 2 per cent of the late payment or \$50.00, whichever is less.

Security Interest: You have given a security interest in the Property being purchased.

Contract: Please see the 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.

INSURANCE

A. Property Insurance:

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

<input type="checkbox"/> Comprehensive	<input type="checkbox"/> Fire-Theft-Combined Additional Coverages	<input type="checkbox"/> Term <u>NA</u> Months (Estimate)
<input type="checkbox"/> \$ <u>NA</u> deductible collision	<input type="checkbox"/> Towing and Labor	Premium \$ <u>NA</u>

PROPERTY INSURANCE MAY BE OBTAINED FROM A PERSON OF YOUR CHOICE.

INSURANCE, IF ANY, INCLUDED IN THE RETAIL INSTALMENT SALE DOES NOT PROVIDE COVERAGE FOR PERSONAL LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS

B. Credit and Other Optional Insurance:

CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

<input type="checkbox"/> Credit Life	<u>NA</u>	<u>NA</u>	\$ <u>NA</u>	<u>NA</u>	Insured(s)	Premium	Signature(s)
<input type="checkbox"/> Credit Disability	<u>NA</u>	<u>NA</u>	\$ <u>NA</u>	<u>NA</u>	Insured(s)	Premium	Signature
	Insurer	Insurer					

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

<input type="checkbox"/>	<u>NA</u>	<u>NA</u>	<u>NA</u>	\$ <u>NA</u>	<u>NA</u>	Type of Insurance	Insurer	Term	Premium	Signature
--------------------------	-----------	-----------	-----------	--------------	-----------	-------------------	---------	------	---------	-----------

Notice to Buyer

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

Buyer Signs Margaret Manners (Co) Buyer Signs Margaret Manners
 MARGARET MANNERS ESTATE OF RAY M. MANNERS TITLE

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

Buyer Signs Margaret Manners (Co) Buyer Signs Margaret Manners
 MARGARET MANNERS ESTATE OF RAY M. MANNERS TITLE

Guarantor

FORD MOTOR CREDIT COMPANY (HOLDER)

Address: 1100 BROOKFIELD BLVD
 GREENVILLE, SC 29607

By Sandra Bink

00-001

WHITE COPY: ORIGINAL
 YELLOW COPY: DUPLICATE ORIGINAL
 PINK COPY: BRANCH COPY
 GOLD COPY: INFORMATION COPY

SIGN IN INK

1

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

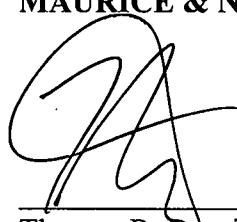
FORD MOTOR CREDIT COMPANY Plaintiff v. MARGARET MANNERS Defendant(s).	CLEARFIELD COUNTY COURT OF COMMON PLEAS Case No. 05-1690-Cd
-----------------------------------------------------------------------------------	-------------------------------------------------------------------

PRAECIPE TO SUBSTITUTE VERIFICATION

TO THE PROTHONOTARY:

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

Respectfully submitted,
MAURICE & NEEDLEMAN, P.C.



Thomas R. Dominczyk, ESQ
Attorney for Plaintiff

Date: 12/22/05

FILED *no cc*
m11:08a/b
DEC 27 2005
william a. shaw
Prothonotary/Clerk of Courts

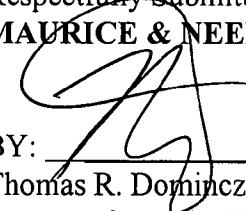
William A. Shaw
Prothonotary/Clerk of Courts

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 Ford Motor Credit Company, to be served by regular, first class mail, postage pre-paid upon:

MARGARET MANNERS
503 S. Church Street
Dubois, Pa 15801-1913

Respectfully Submitted,
MAURICE & NEEDLEMAN, P.C.

BY: 
Thomas R. Dominczyk, Esquire
Attorney for Plaintiff

DATED: 12/22/05

VERIFICATION

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

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

BY:

A handwritten signature in cursive ink that reads "Judy Aden".

DATE: **NOV 04 2005**

MARGARET MANNERS
Our file no. 643
4806300000032049390

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # 100965

FORD MOTOR CREDIT COMPANY

Case # 05-1690-CD

VS.

MARGARET MANNERS

TYPE OF SERVICE CIVIL COVER SHEET & COMPLAINT

SHERIFF RETURNS

NOW February 15, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN CIVIL COVER SHEET & COMPLAINT "NOT FOUND" AS TO MARGARET MANNERS, DEFENDANT. DEFENDANT UNKNOWN.

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	MAURICE	1982	10.00
SHERIFF HAWKINS	MAURICE	1982	32.43

Sworn to Before me This

____ Day of _____ 2006

So Answers,

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

FILED
03/09/2011
FEB 15 2006
LW
William A. Shaw
Prothonotary/Clerk of Courts

CIVIL COVER SHEET AND ENTRY OF APPEARANCE

Clearfield County Court of Common Pleas

1. Case Caption:

FORD MOTOR CREDIT COMPANY
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Court Term & No.

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

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(Name and address)

FORD MOTOR CREDIT COMPANY
P.O. Box 6058
Mesa, AZ 85216

MARGARET MANNERS
302 S STATE STREET
DUBOIS, PA 15801

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

3b. Case Subject to Coordination Order? Yes No
If yes, show Caption and Date of Order
and attested copy of the original
statement filed in this case.

OCT 31 2005

4. Entry of Appearance

Attest.

Willie E. Brown
Prothonotary/
Clerk of Courts

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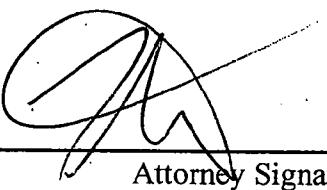
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Telephone: (215) 789-7151 Fax: (215) 563-8970

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Attorney Signature

10/07/05

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Change of Name	<input type="checkbox"/>
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Confession of Judgment/ Real Property	<input type="checkbox"/>
Contract	<input checked="" type="checkbox"/>
Construction	<input type="checkbox"/>
Insurance/Bad Faith	<input type="checkbox"/>
Negotiable Instruments	<input type="checkbox"/>
Other _____	<input type="checkbox"/>
Intentional Tort	
Assault and Battery	<input type="checkbox"/>
Libel and Slander	<input type="checkbox"/>
Defamation	<input type="checkbox"/>
Employment/Wrongful Discharge	<input type="checkbox"/>
False Imprisonment	<input type="checkbox"/>
Fraud	<input type="checkbox"/>
Malicious Prosecution	<input type="checkbox"/>
Negligence	
Motor Vehicle	<input type="checkbox"/>
Real Property	<input type="checkbox"/>
Premises Liability	<input type="checkbox"/>
Product Liability	<input type="checkbox"/>
Toxic Tort	<input type="checkbox"/>
Asbestos	<input type="checkbox"/>
DES	<input type="checkbox"/>
Implant	<input type="checkbox"/>
Toxic Waste	<input type="checkbox"/>
Other _____	<input type="checkbox"/>
Professional Malpractice	
Dental	<input type="checkbox"/>
Legal	<input type="checkbox"/>
Medical	<input type="checkbox"/>
Other _____	<input type="checkbox"/>
Equity	
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Saving Action Um/Uim,	<input type="checkbox"/>
Quo Warranto	<input type="checkbox"/>
Other _____	<input type="checkbox"/>

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

MAURICE & NEEDLEMAN, P.C.

BY: Joann Needleman, Esq.

Identification No. 74276 Attorneys for Plaintiff

Thomas R. Dominczyk, Esq.

Identification No. 85248

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FORD MOTOR CREDIT COMPANY
P.O. Box 6508
Mesa, Az 85216-6508

Plaintiff,

v.
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Defendant(s).

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AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse 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 comparencia 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. Se avisoado 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 SUFFICIENTE 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

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

MAURICE & NEEDLEMAN, P.C.

BY: Joann Needleman, Esq. Attorneys for Plaintiff

Identification No. 74276

Thomas R. Dominczyk, Esq.

Identification No. 85248

935 One Penn Center

1617 John F. Kennedy Blvd

Philadelphia, PA 19103

(215) 789-7151

FORD MOTOR CREDIT COMPANY

P.O. Box 6508

Mesa, Az 85216-6508

Plaintiff,

v.

MARGARET MANNERS

302 S State Street

Dubois, Pa 15801

Defendant(s).

CLEARFIELD COUNTY COURT OF
COMMON PLEAS

Case No.

CIVIL ACTION COMPLAINT

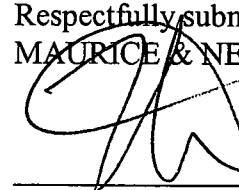
1. Plaintiff, Ford Motor Credit Company, is a Corporation with its principal place of business at P.O. Box 6508, Mesa, State of Arizona.
2. Defendant, Margaret Manners, is an individual who resides at 302 S State Street, Dubois, Pa 15801.
3. At all times relevant, the Plaintiff was in the business of 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 August 27, 2002, 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 \$6,420.64, at an annual percentage rate of 11.900%, in order to purchase a certain motor vehicle, a 1998 Ford Escort, 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 \$212.96 for a period of 36 months until the loan was paid in full all as is more fully set forth in the Contract.
6. Defendant(s) made payments until 10/19/2004, but has failed to make any further payments thereafter, and are therefore in default of the Contract.
7. As a result of the default by Defendant(s), and pursuant to the terms of the Contract, all balances due on the Contract are subject to finance charges in the amount of 11.900% until such time that the balance is paid in full.
8. By reason of the default, the Defendant(s) is indebted to Plaintiff for the balance of \$3,077.54.
9. In addition to the foregoing, there is due from the Defendant(s) interest in the amount of \$361.10.
10. The total amount due and owing is \$3,463.76.

WHEREFORE, Plaintiff, requests judgment in its favor and against the Defendant(s), in the amount of \$3,463.76 as well as additional interest 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, FORD MOTOR CREDIT COMPANY, and duly authorized to make this verification on its behalf; that statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief.

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

BY: 

THOMAS R. DOMINCZYK, ESQUIRE

DATED: 10/19/05

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

Attorneys for Plaintiff

FORD-MOTOR-CREDIT COMPANY Plaintiff	CLEARFIELD-COUNTY COURT OF COMMON PLEAS
v.	CASE NO. 05-1690-CD
MARGARET MANNERS Defendant(s)	

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

TO THE PROTHONOTARY:

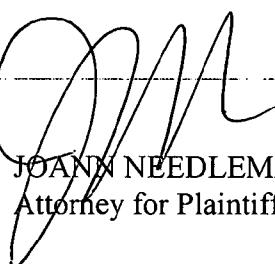
Pursuant to the attached Workout Agreement for Payment and Consent to the
Entry of Judgment, kindly enter Judgment in favor of Plaintiff, and against Defendant,
MARGARET MANNERS in the amount as follows:

Principal Amount \$ 3,095.82

TOTAL \$ 3095.82

MAURICE & NEEDLEMAN, P.C.

BY:


JOANN NEEDLEMAN, ESQ.
Attorney for Plaintiff

FILED Atty pd. 20.00

APR 09 2007 ICC & Notice
to Def.

William A. Shaw
Prothonotary/Clerk of Courts

Statement to Atty

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

Attorneys for Plaintiff

FORD MOTOR CREDIT COMPANY Plaintiff v. MARGARET MANNERS Defendant(s)	CLEARFIELD COUNTY COURT OF COMMON PLEAS CASE NO. 05-1690-CD
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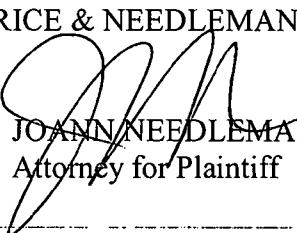
AFFIDAVIT OF CONSENT TO JUDGMENT

STATE OF PENNSYLVANIA :
: SS.
COUNTY OF PHILADELPHIA :

JOANN NEEDLEMAN, ESQUIRE, being duly sworn according to law, deposes and says that Defendant, MARGARET MANNERS 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

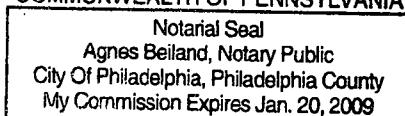
SWORN TO AND SUBSCRIBED

before me this 22 day
of March, 2007.

Notary Public


Agnes Beiland

COMMONWEALTH OF PENNSYLVANIA



Member, Pennsylvania Association of Notaries

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

Attorneys for Plaintiff

FORD MOTOR CREDIT COMPANY Plaintiff v. MARGARET MANNERS Defendant(s)	CLEARFIELD COUNTY COURT OF COMMON PLEAS CASE NO. 05-1690-CD
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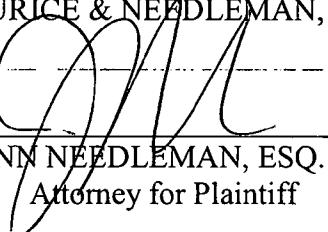
CERTIFICATION OF ADDRESSES

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

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

Defendant: MARGARET MANNERS
503 S. CHURCH STREET
DUBOIS, PA 15801-1913

MAURICE & NEEDLEMAN, PC.

BY: 
JOANN NEEDLEMAN, ESQ.
Attorney for Plaintiff

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

Attorneys for Plaintiff

FORD-MOTOR CREDIT COMPANY Plaintiff v. MARGARET MANNERS Defendant(s)	CLEARFIELD COUNTY COURT OF COMMON PLEAS CASE NO. 05-1690-CD
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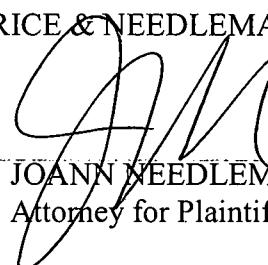
AFFIDAVIT OF NON-MILITARY SERVICE

STATE OF PENNSYLVANIA : SS.
COUNTY OF PHILADELPHIA :

JOANN NEEDLEMAN, ESQUIRE, being duly sworn according to law, deposes and says that she represents the Plaintiff in the above entitled case and that Defendant, MARGARET MANNERS, 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.

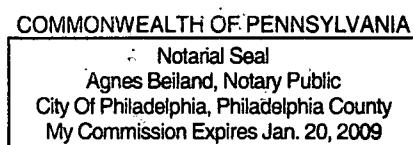
BY:


JOANN NEEDLEMAN, ESQ.
Attorney for Plaintiff

SWORN TO AND SUBSCRIBED
before me this 22 day
of March 2007

Notary Public





Member, Pennsylvania Association of Notaries

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

FORD MOTOR CREDIT COMPANY	CLEARFIELD COUNTY COURT OF
Plaintiff	COMMON PLEAS
v.	CASE NO. 05-1690-CD
MARGARET MANNERS	
Defendant(s)	

WORKOUT AGREEMENT FOR PAYMENT
AND CONSENT TO THE ENTRY OF JUDGMENT

THIS AGREEMENT is made between FORD MOTOR CREDIT COMPANY c/o Maurice & Needleman, P.C. 1617 John F. Kennedy Boulevard, Suite 935, Philadelphia, Pennsylvania 19103, hereinafter called the "Plaintiff" and MARGARET MANNERS of 503 S. CHURCH STREET, DUBOIS, PA 15801-1913, 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 **\$3853.09, consisting of principal, interest, and attorney's fees** (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. Plaintiff may enter judgment against Defendant for the amount due and the Defendant consents to the entry thereof.

b. The Defendant shall make payments of \$150.00 a MONTH due 02/10/2006 and on the same day of each month thereafter until it is paid in full.

c. Interest shall continue to accrue at the rate of 6.0%

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

e. 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, Suite 935, Philadelphia, Pennsylvania 19103. **Please reference the file number 643 on all payments.**

6. During the term of this Agreement, the Plaintiff will forbear from enforcing its judgment for the collection of the Amount Due 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 b. above, and such scheduled payment remains unpaid for more than ten (10) days

b. The Defendant fails to return the Questionnaire.

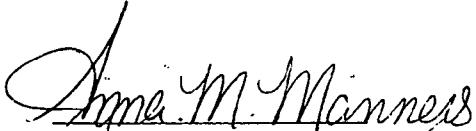
9. **PLAINTIFF'S REMEDIES UPON DEFENDANTS' DEFAULT.** In the event Defendant fails to cure any default after Notice thereof as described above, Plaintiff will be permitted to commence execution proceedings forthwith.

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.

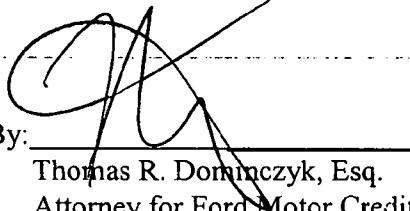
11. The Defendant acknowledges that as of the date of this Agreement he has no claim, whether known or unknown, against the Plaintiff AND HEREBY WAIVES AND GIVES UP ANY AND ALL CLAIMS HE MAY HAVE AGAINST THE PLAINTIFF AS OF THE DATE OF THIS AGREEMENT, WHETHER KNOWN OR UNKNOWN.

12. THE UNDERSIGNED ACKNOWLEDGES HAVING READ THIS AGREEMENT,

UNDERSTANDS IT, AGREES TO ITS TERMS AND HAS RECEIVED A COPY OF IT,
WITHOUT CHARGE.


Margaret Manners
Defendant

Dated: 3-3-06


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

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

Attorneys for Plaintiff

COPY

FORD MOTOR CREDIT COMPANY Plaintiff v. MARGARET MANNERS Defendant(s)	CLEARFIELD COUNTY COURT OF COMMON PLEAS CASE NO. 05-1690-CD
------------------------------------------------------------------------------------------	-----------------------------------------------------------------------

Notice is hereby given that a judgment in the above-captioned matter has been entered against you in the amount of \$ 3,095.82 on 4/9/07

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.: 215-789-7155

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

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

COPY

Ford Motor Credit Company
Plaintiff(s)

No.: 2005-01690-CD

Real Debt: \$3,095.82

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Margaret Manners
Defendant(s)

Entry: \$20.00

Instrument: Consent Judgment

Date of Entry: April 9, 2007

Expires: April 9, 2012

Certified from the record this 9th day of April, 2007.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney