

05-1724-CD  
Ford Credit vs K. McDowell

Ford Credit al vs Kimberly McDowell  
05-1724-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

FORD CREDIT t/d/b/a MAZDA AMERICAN CREDIT, )

Plaintiff )

v. )

KIMBERLY A. MCDOWELL, )

Defendant(s) )

NO. 05-1724-CD

COMPLAINT IN CIVIL  
ACTION

Filed on behalf of:  
Ford Credit t/d/b/a  
Mazda American Credit  
Plaintiff

Counsel of Record for This  
Party:

Gregg L. Morris, Esquire  
Pa I.D. #69006

Patenaude & Felix, A.P.C.  
213 E. Main Street  
Carnegie, PA 15106  
(412) 429-7675

MCDOWELL, KIMBERLY A 2800.4009.wpd

FILED Any pd 85.00  
mli: 5387  
NOV 03 2005 REC SHFF

William A. Shaw  
Prothonotary/Clerk of Courts

March 23, 2006 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.  
Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

|  |       |
|--|-------|
| FORD CREDIT t/d/b/a MAZDA AMERICAN CREDIT, | )     |
|  | ) NO. |
| Plaintiff                                  | )     |
|  | )     |
| v.   | )     |
|  | )     |
| KIMBERLY A. MCDOWELL,                      | )     |
|  | )     |
| Defendant(s)                               | )     |

**NOTICE TO DEFEND**

**YOU HAVE BEEN SUED IN COURT.** If you wish to defend against the claims set forth in the following pages, you must take action within TWENTY (20) DAYS after this Complaint and notice are served, by entering a written appearance personally or by attorney, and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any 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:**

**IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.**

**DAVID S. MEHOLICK  
COURT ADMINISTRATION  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641 Ext. 5982**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

FORD CREDIT t/d/b/a MAZDA AMERICAN CREDIT, )  
 ) NO.  
Plaintiff )  
 )  
v. )  
 )  
KIMBERLY A. MCDOWELL, )  
 )  
Defendant(s) )

**COMPLAINT IN CIVIL ACTION**

AND NOW, comes Plaintiff, FORD CREDIT t/d/b/a MAZDA AMERICAN CREDIT, by and through its attorney, GREGG L. MORRIS, ESQUIRE and the law offices of PATENAUDE & FELIX, A.P.C and files the following **Complaint in Civil Action**, and in support thereof aver as follows:

1. Plaintiff, Ford Credit t/d/b/a Mazda American Credit, is a corporation with offices at 575 East Swedesford Road, Suite 100, Wayne, Pennsylvania 19087.
2. Defendant is, Kimberly A. McDowell, an adult individual, who is believed to currently reside at Rural Route 1, Box 576, Morrisdale, Pennsylvania 16858.
3. On or about January 22, 2003, the aforesaid Defendant entered into a written Automobile Retail Installment Contract (hereinafter "Contract") to purchase a "Vehicle" from a dealer (Seller) as more fully set forth in said Contract. A true and correct copy of the Contract is attached hereto, marked as Plaintiff's Exhibit "1" and incorporated by reference.
4. "Seller" thereafter assigned the Contract to Plaintiff, Ford Motor Credit Company.
5. Pursuant to the terms of the Contract, Defendant was to make Sixty (60) payments

of \$536.95 commencing on, February 21, 2003.

6. The terms of the Contract provide for termination upon satisfaction by Defendant of all obligations provided thereunder.

7. Plaintiff avers that Defendant defaulted under the Contract by failing to make payments to Plaintiff as promised.

8. Due to Defendant's default under the Contract, Plaintiff exercised its rights to terminate the Contract.

9. After calculating early termination charges due to Plaintiff, Plaintiff avers that a deficiency balance of \$7,457.40 is due from Defendant as of June 29, 2005.

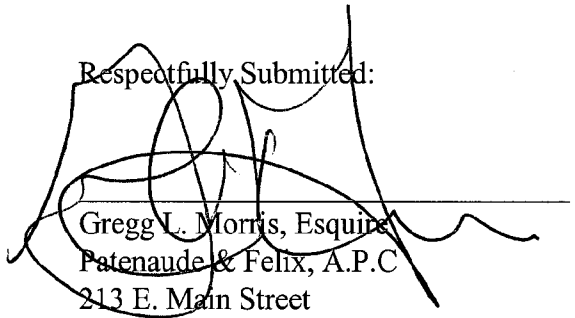
10. The terms of the Contract provide that Defendant will pay Plaintiff's reasonable attorney's fees.

11. Plaintiff avers that such attorney's fees will amount to \$1,900.00.

12. Despite repeated request, Defendant has willfully failed and/or refused to pay the aforesaid sum due.

**WHEREFORE**, Plaintiff demands Judgment in its favor, and against Defendant, in the amount of \$7,457.40, interest from the date of breach, reasonable attorney's fees in the amount of \$1,900.00 with continuing interest thereon at the legal rate from the date of Judgment plus costs. The damages requested are less than the maximum amount for compulsory arbitration as set by the Court.

Respectfully Submitted:



Gregg L. Morris, Esquire  
Patenaude & Felix, A.P.C  
213 E. Main Street  
Carnegie, PA 15106  
(412) 429-7675

01/22/03

## PENNSYLVANIA SIMPLE INTEREST VEHICLE RETAIL INSTALLMENT CONTRACT

DATE

|   |   |
|---|---|
| Buyer (and Co-Buyer) Name and Address (including County and Zip Code) | CREDITOR (Seller Name and Address)                                |
| KIMBERLY A MCDOWELL<br>RR1 BOX 576<br>MORRISDALE PA 16850             | RIDER AUTO, INC.<br>1703 W. COLLEGE AVE<br>STATE COLLEGE PA 16801 |

JAN 30 2003

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   |
| NEW      | 2003 MAZDA    | TRIBUTE |                     | 4F2CZ96153KM01902             | <input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural<br><input type="checkbox"/> Commercial |

Trade-in 1997 CHEVY \$ 2000.00 \$ N/A  
Year and Make Gross Allowance Amount Owning

## ITEMIZATION OF AMOUNT FINANCED

- Cash Price \$ 26789.00 (1)
- Down Payment
  - Rebates Assigned to Creditor \$ 1000.00
  - Cash Down Payment \$ 1000.00
  - Trade-in 1997 CHEVY \$ 2000.00 \$ N/A \$ 2000.00
  - Year and Make Gross Allowance Amount Owning
- Total Down Payment \$ 4000.00 (2)
- Unpaid Cash Price Balance (1 minus 2) \$ 22789.00 (3)
- 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)) \$ N/A
  - To Public Officials (i) for license (\$ 6.00 ), title (\$ 22.50 ), & registration (\$ N/A ) fees \$ 28.50 ;
  - (ii) for filing fees \$ 5.00 ;
  - (iii) for taxes (not in Cash Price) \$ 1427.34 \$ 1460.84
  - To RIDER AUTO, INC. for Messenger Service \$ 55.00
  - To \_\_\_\_\_ for \_\_\_\_\_ \$ N/A
  - To STATE OF PA for TIRE TAX \$ 5.00
  - To \_\_\_\_\_ for \_\_\_\_\_ \$ N/A
  - Total \$ 1520.84 (4)
- Amount Financed (3 plus 4) \$ 24309.84 (5)

## FEDERAL TRUTH-IN-LENDING DISCLOSURES

| ANNUAL PERCENTAGE RATE                   | FINANCE CHARGE                             | Amount Financed  | Total of Payments   | Total Sale Price  |
|--|--|--|---|---|
| The cost of your credit as a yearly rate | The dollar amount the credit will cost you | The amount of credit provided to you or on your behalf | The amount you will have paid when you have made all scheduled payments | The total cost of your purchase on credit, including your downpayment |
| 11.69 %                                  | \$ 7907.16                                 | \$ 24309.84  | \$ 32217.00   | \$ 4000.00<br>\$ 36217.00   |

| Payment Schedule - <input checked="" type="checkbox"/> X | Number of payments | Amount of Each payment | When Payments are due |
|--|--------------------|------------------------|-----------------------|
| Your payment schedule will be:                           | 59                 | \$ 536.95              | monthly starting      |
|  | 1 final            | \$ 536.95              | 02/21/03              |

**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 SIGN: Kimberly A McDowell CO-BUYER SIGN: \_\_\_\_\_

## 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.

Kimberly A McDowell  
BUYER SIGNS

(CO) BUYER SIGNS

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

Buyer Signs: Kimberly A McDowell (Co) Buyer Signs: \_\_\_\_\_

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.

Seller: RIDER AUTO, INC. Title: \_\_\_\_\_

MC 17637-SI Jun 99 Previous editions may NOT be used.

SEE BACK FOR ADDITIONAL AGREEMENTS.

EXHIBIT "1"

ORIGINAL

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

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.

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

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

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

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

|  |  |
|--|--|
| <input type="checkbox"/> Comprehensive                           | <input type="checkbox"/> \$ N/A Deductible |
|  | Collision                                  |
| <input type="checkbox"/> Fire-Theft-Combined Additional Coverage |  |
| <input type="checkbox"/> Towing and Labor                        |  |
| <input type="checkbox"/> Term                                    | N/A Months (Estimate)                      |
| Premium  | \$ N/A                                     |

## QUESTIONS?

**mazda**

Mazda American Credit..

PLEASE CALL US AT 1-800-945-6000

97-002

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 pattern. 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.

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 retake 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 American Suzuki Automotive Credit about this account, call 1-(800) 823-9859. 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.

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 payment 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.

#### 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 \_\_\_\_\_

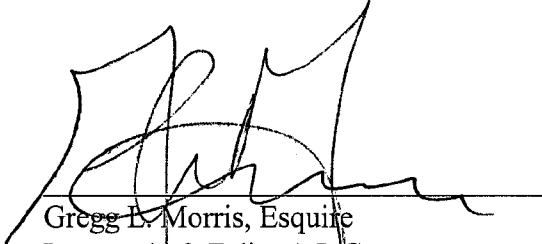
**VERIFICATION**

AND NOW, Gregg L. Morris, verifies the statements made in this Complaint that are true and correct to the best of his knowledge, information and belief. I understand that false statements herein are made subject to the penalties of Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

By virtue of the fact that the Plaintiff is outside the jurisdiction of the Court and the verification cannot be obtained within the time allowed for the filing of this pleading, the pleading is submitted by counsel having sufficient knowledge, information and belief based upon the information provided to him by the Plaintiff. The verification of the party will be provided if requested.

Date: \_\_\_\_\_

10/31/05

  
\_\_\_\_\_  
Gregg L. Morris, Esquire  
Patenaude & Felix, A.P.C  
213 E. Main Street  
Carnegie, PA 15106  
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

FORD CREDIT t/d/b/a MAZDA AMERICAN CREDIT, )  
 ) NO. 05-1724-CD  
Plaintiff )  
 )  
v. )  
 )  
KIMBERLY A. MCDOWELL, )  
 )  
Defendant(s) )

**PRAECIPE FOR DEFAULT  
JUDGMENT**

Filed on behalf of:  
Ford Credit t/d/b/a Mazda American  
Credit  
Plaintiff

Counsel of Record for This  
Party:

Gregg L. Morris, Esquire  
Pa I.D. #69006

Patenaude & Felix, A.P.C.  
213 E. Main Street  
Carnegie, PA 15106  
(412)429-7675

MCDOWELL, KIMBERLY A 2800.4009.wpd

**FILED** NO CC  
MAY 04 2006 2:18 PM  
William A. Shaw  
Notary/Clerk of Courts  
1000 Notice  
to Def.  
Statement  
to Atty

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

FORD CREDIT t/d/b/a MAZDA AMERICAN CREDIT, )  
Plaintiff ) NO. 05-1724-CD  
v. )  
KIMBERLY A. MCDOWELL, )  
Defendant(s) )

**PLAINTIFF'S PRAECIPE FOR DEFAULT JUDGMENT**

TO: PROTHONOTARY

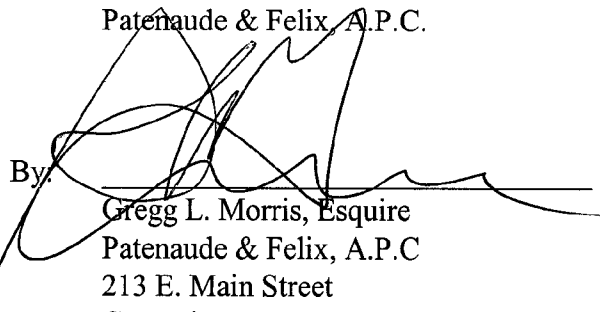
Please enter a judgment against the defendant, above named, for failure to file an Answer to Plaintiff's complaint.

|                             |                    |
|-----------------------------|--------------------|
| Amount claimed in Complaint | \$ 7,457.40        |
| Interest from 06-29-05      | \$ 726.50          |
| Attorney's fees             | <u>\$ 1,900.00</u> |

TOTAL \$10,083.90

With continuing interest on the principal amount of \$10,083.90, with interest at the legal rate, plus costs of suit.

I hereby certify that a written notice of intention to file this praecipe was mailed to the defendants and defendants' counsel (if known), after the default had occurred and at least ten (10) days prior to the date of the filing of this praecipe. A copy of the Notice is attached.

Patenaude & Felix, A.P.C.  
By:   
Gregg L. Morris, Esquire  
Patenaude & Felix, A.P.C.  
213 E. Main Street  
Carnegie, PA 15106  
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

FORD CREDIT t/d/b/a MAZDA AMERICAN CREDIT, )  
 ) NO. 05-1724-CD  
Plaintiff )  
 )  
v. )  
 )  
KIMBERLY A. MCDOWELL, )  
 )  
Defendant(s) )

**PLAINTIFF'S AFFIDAVIT OF NON-MILITARY SERVICE AND MAILING OF  
NOTICE PURSUANT TO PA.R.C.P. 1037(b)**

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS.  
COUNTY OF ALLEGHENY )

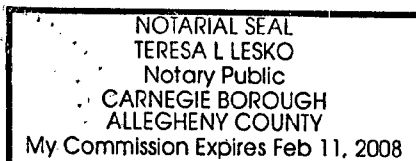
Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared Gregg L. Morris, attorney for and authorized representative of Plaintiff, who being duly sworn according to law, deposes and states that the defendant, Kimberly A. McDowell, is not in the military service of the United States of America to the best of his knowledge, information and belief and certifies that Notice of Intent to take Default Judgment was mailed in accordance with Pa.R.C.P. 237.1, as evidenced by the attached copy.

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

Gregg L. Morris, Esquire  
Paternaude & Felix, A.P.C  
213 E. Main Street  
Carnegie, PA 15106  
(412) 429-7675

Sworn to and subscribed before me  
this 3<sup>rd</sup> day of May 2006,

Teresa L. Lesko  
Notary Public



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

|  |                  |
|--|------------------|
| FORD CREDIT t/d/b/a MAZDA AMERICAN CREDIT, | )                |
|  | ) NO. 05-1724-CD |
| Plaintiff                                  | )                |
|  | )                |
| v.   | )                |
|  | )                |
| KIMBERLY A. MCDOWELL,                      | )                |
|  | )                |
| Defendant(s)                               | )                |

**IMPORTANT NOTICE**

Filed on behalf of:  
Ford Credit t/d/b/a Mazda American  
Credit

Plaintiff

Counsel of Record for This  
Party:

Gregg L. Morris, Esquire  
Pa I.D. #69006

Patenaude & Felix, A.P.C.  
213 East Main Street  
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

FORD CREDIT t/d/b/a MAZDA AMERICAN CREDIT, )  
 ) NO. 05-1724-CD  
Plaintiff )  
 )  
v. )  
 )  
KIMBERLY A. MCDOWELL, )  
 )  
Defendant(s) )

To: Kimberly A. McDowell  
RR #1, Box 576  
Morrisdale, PA 16858

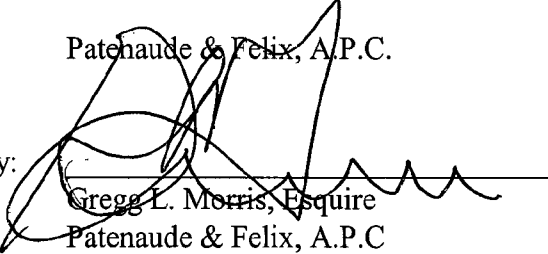
Date of Notice: April 19, 2006

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

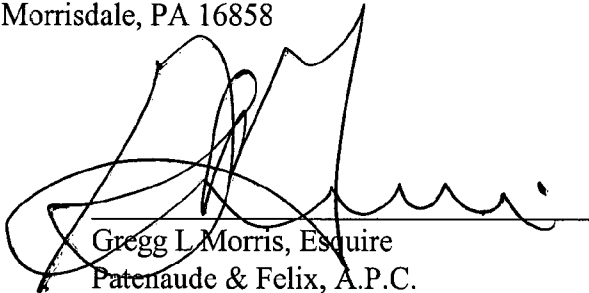
**DAVID S. MEHOLICK  
COURT ADMINISTRATION  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641 Ext. 5982**

Patchaude & Felix, A.P.C.  
By:   
Gregg L. Morris, Esquire  
Patchaude & Felix, A.P.C.  
213 E. Main Street  
Carnegie, PA 15106  
(412) 429-7675

I, Gregg L Morris, attorney for Plaintiff, Ford Credit t/d/b/a Mazda American Credit, hereby certify that a true and correct copy of the foregoing document was served this date by US First Class Mail, postage prepaid upon the following:

Kimberly A. McDowell  
RR #1, Box 576  
Morrisdale, PA 16858

Date: April 19, 2006



Gregg L Morris, Esquire  
Paternaude & Felix, A.P.C.  
Attorneys for Plaintiff  
213 E. Main Street  
Carnegie, PA 15106  
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

|  |                  |
|--|------------------|
| FORD CREDIT t/d/b/a MAZDA AMERICAN CREDIT, | )                |
|  | ) NO. 05-1724-CD |
| Plaintiff                                  | )                |
|  | )                |
| v.   | )                |
|  | )                |
| KIMBERLY A. MCDOWELL,                      | )                |
|  | )                |
| Defendant(s)                               | )                |

**NOTICE OF ORDER, DECREE  
OR JUDGMENT**

Filed on behalf of:  
Ford Credit t/d/b/a Mazda American  
Credit  
Plaintiff

Counsel of Record for This  
Party:

Gregg L. Morris, Esquire  
Pa I.D. #69006

Patenaude & Felix, A.P.C.  
213 E. Main Street  
Carnegie, PA 15106  
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

FORD CREDIT t/d/b/a MAZDA AMERICAN CREDIT, )  
 ) NO. 05-1724-CD  
Plaintiff )  
 )  
v. )  
 )  
KIMBERLY A. MCDOWELL, )  
 )  
Defendant(s) )

CC. 1

**NOTICE OF ORDER, DECREE OR JUDGMENT**

TO: ( ) Plaintiff ( x ) Defendant ( ) Garnishee ( ) Additional Defendant

You are hereby notified that the following Order, Decree, or Judgment has been entered  
against you on May 4, 2006.

( ) Decree Nisi in Equity  
( ) Final Decree in Equity  
(X) Judgment of ( ) Confession ( ) Verdict ( ) Court Order  
(X) Default ( ) Non-suit  
( ) Non-Pros ( ) Arbitration Award

( X ) Judgment in the amount of \$10,083.90, plus costs.  
( ) District Justice Transcript of Judgment in the amount of \$\_\_\_\_\_,  
plus costs.  
( ) If not satisfied within sixty (60) days, your motor vehicle operator's license will be  
suspended by the Department of Transportation.

Prothonotary

By William L. Morris  
Deputy

If you have questions concerning the above, please contact:

Name of Attorney: Gregg L. Morris, Esquire  
213 E. Main Street  
Carnegie, PA 15106  
(412) 429-7675

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



Ford Credit  
Mazda American Credit  
Plaintiff(s)

No.: 2005-01724-CD

Real Debt: \$10,083.90

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Kimberly A. McDowell  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: May 4, 2006

Expires: May 4, 2011

Certified from the record this 4th day of May, 2006.

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

# In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **100975**

FORD CREDIT t/d/b/a MAZDA AMERICAN CREDIT

Case # 05-1724-CD

vs.

KIMBERLY A. MCDOWELL

TYPE OF SERVICE COMPLAINT

## SHERIFF RETURNS

NOW February 15, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO KIMBERLY A. MCDOWELL, DEFENDANT. RR#1 Box 576 aka1629 Singleton Rd.,Morrisdale"EMPTY".

SERVED BY: /

**FILED**  
02/15/06  
FEB 15 2006  
(5)

William A. Shaw  
Prothonotary/Clerk of Courts

## Return Costs

| PURPOSE         | VENDOR    | CHECK # | AMOUNT |
|-----------------|-----------|---------|--------|
| SURCHARGE       | PATENAUDE | 30874   | 10.00  |
| SHERIFF HAWKINS | PATENAUDE | 30874   | 26.61  |

Sworn to Before me This

\_\_\_\_\_ Day of \_\_\_\_\_, 2006

\_\_\_\_\_

So Answers,

  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

FORD CREDIT t/d/b/a MAZDA AMERICAN CREDIT, )

Plaintiff )

v. )

KIMBERLY A. MCDOWELL, )

Defendant(s) )

NO. 05-1724-CD

**COMPLAINT IN CIVIL  
ACTION**

Filed on behalf of:  
Ford Credit t/d/b/a  
Mazda American Credit  
Plaintiff

Counsel of Record for This  
Party:

Gregg L. Morris, Esquire  
Pa I.D. #69006

Patenaude & Felix, A.P.C.  
213 E. Main Street  
Carnegie, PA 15106  
(412) 429-7675

MCDOWELL, KIMBERLY A 2800.4009.wpd

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

NOV 03 2005

Attest.

*William L. Shaw*  
Prothonotary/  
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

|  |       |
|--|-------|
| FORD CREDIT t/d/b/a MAZDA AMERICAN CREDIT, | )     |
|  | ) NO. |
| Plaintiff                                  | )     |
|  | )     |
| v.   | )     |
|  | )     |
| KIMBERLY A. MCDOWELL,                      | )     |
|  | )     |
| Defendant(s)                               | )     |

**NOTICE TO DEFEND**

**YOU HAVE BEEN SUED IN COURT.** If you wish to defend against the claims set forth in the following pages, you must take action within TWENTY (20) DAYS after this Complaint and notice are served, by entering a written appearance personally or by attorney, and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any 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:**

**IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.**

**DAVID S. MEHOLICK  
COURT ADMINISTRATION  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641 Ext. 5982**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

|  |       |
|--|-------|
| FORD CREDIT t/d/b/a MAZDA AMERICAN CREDIT, | )     |
|  | ) NO. |
| Plaintiff                                  | )     |
|  | )     |
| v.   | )     |
|  | )     |
| KIMBERLY A. MCDOWELL,                      | )     |
|  | )     |
| Defendant(s)                               | )     |

**COMPLAINT IN CIVIL ACTION**

AND NOW, comes Plaintiff, FORD CREDIT t/d/b/a MAZDA AMERICAN CREDIT, by and through its attorney, GREGG L. MORRIS, ESQUIRE and the law offices of PATENAUDE & FELIX, A.P.C and files the following **Complaint in Civil Action**, and in support thereof aver as follows:

1. Plaintiff, Ford Credit t/d/b/a Mazda American Credit, is a corporation with offices at 575 East Swedesford Road, Suite 100, Wayne, Pennsylvania 19087.
2. Defendant is, Kimberly A. McDowell, an adult individual, who is believed to currently reside at Rural Route 1, Box 576, Morrisdale, Pennsylvania 16858.
3. On or about January 22, 2003, the aforesaid Defendant entered into a written Automobile Retail Installment Contract (hereinafter "Contract") to purchase a "Vehicle" from a dealer (Seller) as more fully set forth in said Contract. A true and correct copy of the Contract is attached hereto, marked as Plaintiff's Exhibit "1" and incorporated by reference.
4. "Seller" thereafter assigned the Contract to Plaintiff, Ford Motor Credit Company.
5. Pursuant to the terms of the Contract, Defendant was to make Sixty (60) payments

of \$536.95 commencing on, February 21, 2003.

6. The terms of the Contract provide for termination upon satisfaction by Defendant of all obligations provided thereunder.

7. Plaintiff avers that Defendant defaulted under the Contract by failing to make payments to Plaintiff as promised.

8. Due to Defendant's default under the Contract, Plaintiff exercised its rights to terminate the Contract.

9. After calculating early termination charges due to Plaintiff, Plaintiff avers that a deficiency balance of \$7,457.40 is due from Defendant as of June 29, 2005.

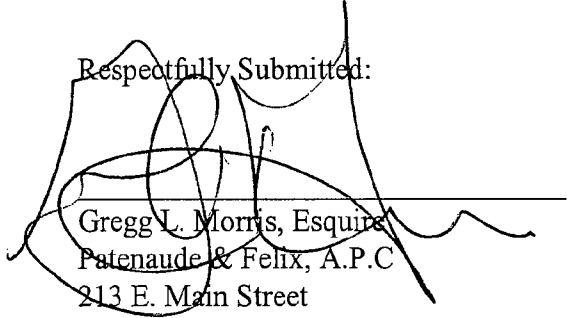
10. The terms of the Contract provide that Defendant will pay Plaintiff's reasonable attorney's fees.

11. Plaintiff avers that such attorney's fees will amount to \$1,900.00.

12. Despite repeated request, Defendant has willfully failed and/or refused to pay the aforesaid sum due.

**WHEREFORE**, Plaintiff demands Judgment in its favor, and against Defendant, in the amount of \$7,457.40, interest from the date of breach, reasonable attorney's fees in the amount of \$1,900.00 with continuing interest thereon at the legal rate from the date of Judgment plus costs. The damages requested are less than the maximum amount for compulsory arbitration as set by the Court.

Respectfully Submitted:



Gregg L. Morris, Esquire  
Patenaude & Felix, A.P.C  
213 E. Main Street  
Carnegie, PA 15106  
(412) 429-7675

# PENNSYLVANIA SIMPLE INTEREST VEHICLE RETAIL INSTALMENT CONTRACT

DATE

|  |   |             |
|--|---|-------------|
| Buyer (and Co-Buyer) Name and Address (Including County and Zip Code)<br>KIMBERLY A McDOWELL<br>RR1 BOX 576<br>MORRISDALE PA 16858 | CREDITOR (Seller Name and Address)<br>RIDER AUTO, INC.<br>1703 W. COLLEGE AVE<br>STATE COLLEGE PA 16801 | JAN 30 2003 |
|--|---|-------------|

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  |
|----------|---------------|---------|---------------------|-------------------------------|--|
| NEW      | 2003 MAZDA    | TRIBUTE |                     | 4F2CZ96153KH01902             | <input checked="" type="checkbox"/> Personal<br><input type="checkbox"/> Agricultural<br><input type="checkbox"/> Commercial |

Trade-in 1997 CHEVY \$ 2000.00 \$ N/A  
 Year and Make Gross Allowance Amount Owning

## ITEMIZATION OF AMOUNT FINANCED

|   |                              |
|---|------------------------------|
| 1. Cash Price   | \$ 26789.00 (1)              |
| 2. Down Payment   |                              |
| Rebates Assigned to Creditor  | \$ 1000.00                   |
| Cash Down Payment   | \$ 1000.00                   |
| Trade-in 1997 CHEVY   | \$ 2000.00 \$ N/A \$ 2000.00 |
| Year and Make Gross Allowance Amount Owning   |                              |
| Total Down Payment  | \$ 4000.00 (2)               |
| 3. Unpaid Cash Price Balance (1 minus 2)  | \$ 22789.00 (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))  | \$ N/A                       |
| To Public Officials (i) for license (\$ 6.00), title (\$ 22.50), &                  |                              |
| registration (\$ N/A) fees \$ 28.50;  |                              |
| (ii) for filing fees \$ 5.00;   |                              |
| (iii) for taxes (not in Cash Price) \$ 1427.34                                      | \$ 1460.84                   |
| To RIDER AUTO, INC. for Messenger Service   | \$ 55.00                     |
| To for  | \$ N/A                       |
| To STATE OF PA for TIRE TAX   | \$ 5.00                      |
| To for  | \$ N/A                       |
| Total   | \$ 1520.84 (4)               |
| 5. Amount Financed (3 plus 4)   | \$ 24309.84 (5)              |

## FEDERAL TRUTH-IN-LENDING DISCLOSURES

| ANNUAL PERCENTAGE RATE                   | FINANCE CHARGE                             | Amount Financed  | Total of Payments   | Total Sale Price  |
|--|--|--|---|---|
| The cost of your credit as a yearly rate | The dollar amount the credit will cost you | The amount of credit provided to you or on your behalf | The amount you will have paid when you have made all scheduled payments | The total cost of your purchase on credit, including your downpayment |
| 11.69 %                                  | \$ 7907.16                                 | \$ 24309.84  | \$ 32217.00   | \$ 36217.00   |

| Payment Schedule   | Number of payments | Amount of Each payment | When Payments are due     |
|--|--------------------|------------------------|---------------------------|
| <input checked="" type="checkbox"/> Your payment schedule will be:<br><input type="checkbox"/> 1 final | 59                 | \$ 536.95              | monthly starting 02/21/03 |

**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 SIGNS: Kimberly A McDowell CO-BUYER SIGNS:

## 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.

Kimberly A McDowell  
 BUYER SIGNS

(CO) BUYER SIGNS

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

Buyer Signs: Kimberly A McDowell (Co) Buyer Signs:

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.

Seller: RIDER AUTO, INC. Title:

EXHIBIT "1"

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

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.

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

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

|                                     |         |
|-------------------------------------|---------|
| <input type="checkbox"/> Disability | \$ N/A  |
| 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.

|  |  |
|--|--|
| <input type="checkbox"/> Comprehensive                           | <input type="checkbox"/> \$ N/A Deductible |
| Collision  |  |
| <input type="checkbox"/> Fire-Theft-Combined Additional Coverage |  |
| <input type="checkbox"/> Towing and Labor                        |  |
| <input type="checkbox"/> Term                                    | \$ N/A Months (Estimate)                   |
| Premium  | \$ N/A                                     |

## QUESTIONS?

**mazda**  
 Mazda American Credit..

PLEASE CALL US AT 1-800-945-6000

97-002

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 pattern. 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 payment 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.

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 retake 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 American Suzuki Automotive Credit about this account, call 1-(800) 823-9859. 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 \_\_\_\_\_

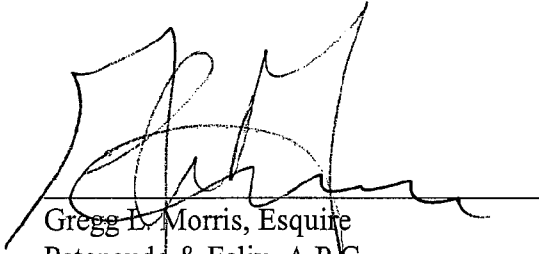
**VERIFICATION**

AND NOW, Gregg L. Morris, verifies the statements made in this Complaint that are true and correct to the best of his knowledge, information and belief. I understand that false statements herein are made subject to the penalties of Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

By virtue of the fact that the Plaintiff is outside the jurisdiction of the Court and the verification cannot be obtained within the time allowed for the filing of this pleading, the pleading is submitted by counsel having sufficient knowledge, information and belief based upon the information provided to him by the Plaintiff. The verification of the party will be provided if requested.

Date: \_\_\_\_\_

10/31/05

  
\_\_\_\_\_  
Gregg L. Morris, Esquire  
Paternaude & Felix, A.P.C  
213 E. Main Street  
Carnegie, PA 15106  
(412) 429-7675

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

|  |                  |
|--|------------------|
| FORD CREDIT t/d/b/a MAZDA AMERICAN CREDIT, | )                |
|  | ) NO. 05-1724-CD |
| Plaintiff                                  | )                |
|  | )                |
| v.   | )                |
|  | )                |
| KIMBERLY A. MCDOWELL,                      | )                |
|  | )                |
| Defendant(s)                               | )                |

**MOTION FOR  
ALTERNATIVE  
SERVICE**

Filed on behalf of:  
Ford Credit t/d/b/a Mazda  
American Credit  
Plaintiff

Counsel of Record for This  
Party:

Gregg L. Morris, Esquire  
Pa I.D. #69006

Patenaude & Felix, A.P.C.  
213 E. Main Street  
Carnegie, PA 15106  
(412) 429-7675

MCDOWELL, KIMBERLY A 2800.4009.wpd

**FILED** *no cc*  
*m/l: 5639*  
**MAR 10 2006** *GK*

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

FORD CREDIT t/d/b/a MAZDA AMERICAN CREDIT, )  
 ) NO. 05-1724-CD  
Plaintiff )  
 )  
v. )  
 )  
KIMBERLY A. MCDOWELL, )  
 )  
Defendant(s) )

**MOTION FOR ALTERNATIVE SERVICE**

AND NOW, comes Plaintiff, above named, by and through the undersigned counsel, and request this Court to enter an Order for alternative service of Defendant, Kimberly A. McDowell, by regular and certified mail pursuant to Pa.R.C.P. 430 and in support thereof, avers as follows:

1. On or about October 31, 2005, Plaintiff's counsel caused an Internet search to be performed on the Lexis-Nexis website by utilizing the Social Security Number of Defendant. The search on Lexis-Nexis shows Defendant resides at RR 1 Box 576, Morrisdale, Pennsylvania 16858. A copy of the search results from Lexis-Nexis are attached hereto as Plaintiff's Exhibit "A" and incorporated herein by reference.

2. The Complaint in Civil Action, filed on or about November 3, 2005, identifies Defendant as a resident at the following address: RR 1 Box 576, Morrisdale, Pennsylvania 16858.

3. On or about December 30, 2005, Plaintiff's counsel sent a Postmaster letter and was advised by the United States Postal Authorities that Defendant receives mail at RR 1 Box 576, Morrisdale, Pennsylvania 16858. A copy of the Postmaster letter is attached hereto as Plaintiff's Exhibit "B" and incorporated herein by reference.

4. On or about February 10, 2006, Plaintiff's counsel caused an Internet search to be performed on the Go.Accurint.com website by utilizing the Social Security Number of Defendant.

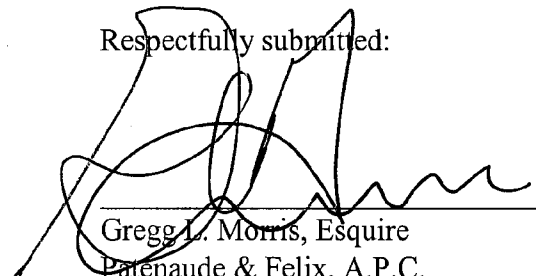
The search results on Go.Accurint.com indicate that Defendant has a current address of 1629 Sington Road, Morrisdale, Pennsylvania 16858. A copy of the results from Go.Accurint.com are attached hereto as Plaintiff's Exhibit "C" and incorporated herein by reference.

5. On or about February 14, 2006, Plaintiff's counsel was advised by the United States Postal Authorities that Defendant receives mail at 1629 Sington Road, Morrisdale, Pennsylvania 16858. A copy of the Postmaster letter is attached hereto as Plaintiff's Exhibit "D" and incorporated herein by reference.

6. On or about February 15, 2006, the Sheriff of Clearfield County attempted service of the Complaint at the address of RR #1 Box 576 aka 1629 Sington Road, Morrisdale, Pennsylvania 16858 and has indicated no service was made on Defendant as the residence was empty. A copy of the Sheriff's Return is attached hereto as Plaintiff's Exhibit "E" and incorporated herein by reference.

**WHEREFORE**, Plaintiff respectfully requests this Court to enter an Order authorizing service of the Complaint in Civil Action on the Defendant, above named, by Plaintiff's counsel mailing a copy of the Complaint by certified mail, return receipt requested and by regular United States Mail, postage prepaid to the address set forth herein.

Respectfully submitted:



Gregg L. Morris, Esquire  
Paternaude & Felix, A.P.C.  
213 E. Main Street  
Carnegie, PA 15106  
(412) 429-7675

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[Subject Summary](#) | [Others Using SSN](#) | [Address Summary \(8\)](#) | [Voter Registrations](#)  
[Criminal Records](#)  
[Licenses](#) | [Personal Property](#) | [Real Property](#) | [Bankruptcies](#) | [Judgments & Liens \(4\)](#)  
[Relatives \(11\)](#) | [Associated Entities \(2\)](#) | [Neighbors \(4\)](#) | [Sources \(48\)](#)

FOR INFORMATIONAL PURPOSES ONLY

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| Full Name            | Address   | County     | PI |
|----------------------|---|------------|----|
| MCDOWELL, KIMBERLY A | RR 1 BOX 576<br>MORRISDALE, PA 16858-9801<br>COUNTY: CLEARFIELD | CLEARFIELD |    |

**ADDITIONAL PERSONAL INFORMATION**

SSN

DOB

GENDER

200-50-XXXX

1/1959

(PENNSYLVANIA: 1973-1974)

(Age: 46)

**Subject Summary**[Name Variations \(8\)](#) | [SSNs Summary](#)**Name Variations**[View Name Varia](#)

- 1: MCDOWELL, KIMBERLY A
- 2: GREEN, KIMBERLY A
- 3: MCDOWELL, KIMBERLY GREEN
- 4: MCDOWELL, KIMBERLY
- 5: MCDOWELL, KIM
- 6: MCDOWELL, KIMBERLY G
- 7: MCDOWELL, KIMBERLY
- 8: GREEN, KIMBERLY

**SSNs Summary**[View](#)

| No. | SSN         | State Iss.   | Date Iss. | Warnings |
|-----|-------------|--------------|-----------|----------|
| 1:  | 200-50-XXXX | PENNSYLVANIA | 1973-1974 |          |
| 2:  | 200-50-XXXX | PENNSYLVANIA | 1973-1974 |          |

**DOBs**[View](#)

- 1: 1/1959

EXHIBIT "A"

**Address Summary****Address Summary - 8 records found for subject:**[View Adc](#)

| #  | Address  |
|----|--|
| 1: | RR 1 BOX 576<br>MORRISDALE, PA 16858-9801<br>COUNTY: CLEARFIELD        |
| 2: | 1490 PINETOP RD<br>WOODLAND, PA 16881-8302<br>COUNTY: CLEARFIELD       |
| 3: | 4045 N CATHERWOOD AVE<br>INDIANAPOLIS, IN 46226-4923<br>COUNTY: MARION |
| 4: | 622 E CYPRESS AVE<br>BASTROP, LA 71220-3814<br>COUNTY: MOREHOUSE       |
| 5: | RR 1 BOX 384<br>MORRISDALE, PA 16858-9801<br>COUNTY: CLEARFIELD        |
| 6: | PO BOX 576<br>MORRISDALE, PA 16858-0576<br>COUNTY: CLEARFIELD          |
| 7: | 1 R F D<br>MORRISDALE, PA 16858<br>COUNTY: CLEARFIELD                  |
| 8: | PO BOX 38<br>MORRISDALE, PA 16858-0038<br>COUNTY: CLEARFIELD           |

**Address Details****1: RR 1 BOX 576, MORRISDALE, PA 16858-9801**

| Address   | Dates  | Phones |
|---|--------|--------|
| RR 1 BOX 576<br>MORRISDALE, PA 16858-9801<br>COUNTY: CLEARFIELD | 9/2005 |        |
| <b>Census Data</b>  |        |        |
| Head of Household Age:  |        |        |
| Income:   |        |        |
| Home Value:   |        |        |
| Education:  |        |        |
| Residents   |        |        |
| MCDOWELL, KIM A   |        |        |
| MCDOWELL, TRAVIS J  |        |        |
| GREEN, T  |        |        |
| Other Associates  |        |        |
| NORMAN, L MCDOWELL  |        |        |

**2: 1490 PINETOP RD, WOODLAND, PA 16881-8302**

| Address  | Dates  | Phones |
|--|--------|--------|
| 1490 PINETOP RD<br>WOODLAND, PA 16881-8302<br>COUNTY: CLEARFIELD | 7/2005 |        |
| Census Data  |        |        |

Head of Household Age:

Income:

Home Value:

Education:

Residents

MCDOWELL, NORMAN L

MCDOWELL, DENZEL

**3: 4045 N CATHERWOOD AVE, INDIANAPOLIS, IN 46226-4923**

Address

Dates

Phones

4045 N CATHERWOOD AVE  
INDIANAPOLIS, IN 46226-4923  
COUNTY: MARTON

4/2003

Census Data

Head of Household Age:

Income:

Home Value:

Education:

**4: 622 E CYPRESS AVE, BASTROP, LA 71220-3814**

Address

Dates

Phones

622 E CYPRESS AVE  
BASTROP, LA 71220-3814  
COUNTY: MOREHOUSE

10/2000

(318) 281-6363

Census Data

Head of Household Age:

Income:

Home Value:

Education:

**5: RR 1 BOX 384, MORRISDALE, PA 16858-9801**

Address

Dates

Phones

RR 1 BOX 384  
MORRISDALE, PA 16858-9801  
COUNTY: CLEARFIELD

1/1997

Census Data

Head of Household Age:

Income:

Home Value:

Education:

Residents

GREEN, T

**6: PO BOX 576, MORRISDALE, PA 16858-0576**

Address

Dates

Phones

PO BOX 576  
MORRISDALE, PA 16858-0576  
COUNTY: CLEARFIELD

1/1995

Census Data

Head of Household Age:

Income:

Home Value:

## Education:

Residents

GREEN, T

Other Associates

MAY, NICOLE D

**7: 1 R F D, MORRISDALE, PA 16858**

Address

Dates

Phones

1 R F D

12/1990

MORRISDALE, PA 16858

COUNTY: CLEARFIELD

Census Data

Head of Household Age:

Income:

Home Value:

Education:

Residents

MCDOWELL, NORMAN

**8: PO BOX 38, MORRISDALE, PA 16858-0038**

Address

Dates

Phones

PO BOX 38

4/1984

MORRISDALE, PA 16858-0038

COUNTY: CLEARFIELD

Census Data

Head of Household Age:

Income:

Home Value:

Education:

**Judgments & Liens****Judgments**[View Judg](#)**1: PA Judgment Record**

Court Location: Pennsylvania

Court Description: Pennsylvania

Type: CIVIL NEW FILING

Debtor Name: MCDOWELL, KIM

Debtor Address: 1490 PINETOP RD  
WOODLAND, PA 16881-8302

Debtor SSN: 200-50-XXXX

Creditor(s): D &amp; G SANITATION

Filing Number: CV000012204

Filing Date: 4/5/2004

Amount: \$281

**2: PA Judgment Record**

Court Location: Pennsylvania

Court Description: Pennsylvania

Type: SMALL CLAIMS JUDGMENT

Debtor Name: MCDOWELL, KIM  
Debtor Address: 1490 PINETOP RD  
WOODLAND, PA 16881-8302  
Debtor SSN: 200-50-XXXX  
Creditor(s): D & G SANITATION  
Filing Number: CV000012204  
Filing Date: 5/3/2004  
Amount: \$281

**3: PA Judgment Record**

Court Location: Pennsylvania  
Court Description: Pennsylvania  
Type: CIVIL NEW FILING  
Debtor Name: MCDOWELL, KIM  
Debtor Address: 1490 PINETOP RD  
WOODLAND, PA 16881-8302  
Debtor SSN: 200-50-XXXX  
Creditor(s): SUNDERLIN, RON  
Filing Number: CV000033904  
Filing Date: 8/27/2004  
Amount: \$428

**4: PA Judgment Record**

Court Location: Pennsylvania  
Court Description: Pennsylvania  
Type: SMALL CLAIMS JUDGMENT  
Debtor Name: MCDOWELL, KIM  
Debtor Address: 1490 PINETOP RD  
WOODLAND, PA 16881-8302  
Debtor SSN: 200-50-XXXX  
Creditor(s): SUNDERLIN, RON  
Filing Number: CV000033904  
Filing Date: 9/23/2004  
Amount: \$428

**Potential Relatives**  
**Potential Relatives**

| No. | Full Name  | Address  | Phone |
|-----|--|--|-------|
| 1.  | MCDOWELL, NORMAN L<br>SSN: 178-52-XXXX<br>(PENNSYLVANIA: 1974-1975)<br>DOB: 5/1958 | 1490 PINETOP RD<br>WOODLAND, PA 16881-8302<br>COUNTY: CLEARFIELD |       |
| 2.  | GREEN, T   | PO BOX 576<br>MORRISDALE, PA 16858-0576<br>COUNTY: CLEARFIELD    |       |
| 3.  | MCDOWELL, KIM A  | RR 1 BOX 576<br>MORRISDALE, PA 16858-9801<br>COUNTY: CLEARFIELD  |       |
| 4.  | MCDOWELL, TRAVIS J<br>SSN: 182-64-XXXX<br>(PENNSYLVANIA: 1984-1986)                | RR 1 BOX 576<br>MORRISDALE, PA 16858-9801<br>COUNTY: CLEARFIELD  |       |

DOB: 4/1982

5. MCDOWELL, NORMAN L RR 1 BOX 576  
MORRISDALE, PA 16858-9517  
COUNTY: CLEARFIELD

6. MCDOWELL, DENZEL  
SSN: 205-64-XXXX  
(PENNSYLVANIA: 1985-1987) 1490 PINETOP RD  
WOODLAND, PA 16881-8302  
COUNTY: CLEARFIELD

7. MCDOWELL, ALEXIS D RR 1 BOX 576  
MORRISDALE, PA 16858-9517  
COUNTY: CLEARFIELD

7.1. MCDOWELL, KIMBERLY 1629 SINGTON RD  
MORRISDALE, PA 16858-7309  
COUNTY: CLEARFIELD

8. GREEN, T RR 1 BOX 384  
MORRISDALE, PA 16858-9801  
COUNTY: CLEARFIELD

9. GREEN, T RR 1 BOX 576  
MORRISDALE, PA 16858-9801  
COUNTY: CLEARFIELD

10. MCDOWELL, NORMAN 1 R F D  
MORRISDALE, PA 16858  
COUNTY: CLEARFIELD

## Associated Entities

Person As

### Person Associates

| No. | Full Name          | Address   | SSN   | Phone | DOB    |
|-----|--------------------|---|---|-------|--------|
| 1.  | MAY, NICOLE D      | PO BOX 576<br>MORRISDALE, PA 16858-0576<br>COUNTY: CLEARFIELD   | 190-54-XXXX<br>(PENNSYLVANIA:<br>1975-1976) |       | 2/1962 |
| 2.  | NORMAN, L MCDOWELL | RR 1 BOX 576<br>MORRISDALE, PA 16858-9801<br>COUNTY: CLEARFIELD | 178-52-XXXX<br>(PENNSYLVANIA:<br>1974-1975) |       |        |

## Neighbors

| Name                    | Address  | Phone                        |
|-------------------------|--|------------------------------|
| GLASS, DAVID A          | RR 1 BOX 575<br>MORRISDALE, PA 16858-9517<br>COUNTY: CLEARFIELD  | RR 1 BOX 576, MORRISDALE, P. |
| BUMBARGER, STEPHEN W    | RR 1 BOX 576A<br>MORRISDALE, PA 16858-9517<br>COUNTY: CLEARFIELD |                              |
| WARHOLIC, POLLY S       | RR 1 BOX 577<br>MORRISDALE, PA 16858-9801<br>COUNTY: CLEARFIELD  |                              |
| WARHOLIC, MICHAEL D UNK | RR 1 BOX 577<br>MORRISDALE, PA 16858-9517<br>COUNTY: CLEARFIELD  |                              |

## Sources

|                           |                           |
|---------------------------|---------------------------|
| All Sources               | <a href="#">48 Source</a> |
| Liens and Judgments       | <a href="#">4 Source</a>  |
| Person Locator 1          | <a href="#">1 Source</a>  |
| Historical Person Locator | <a href="#">14 Source</a> |
| Person Locator 2          | <a href="#">10 Source</a> |
| Deed Transfers            | <a href="#">3 Source</a>  |
| Tax Assessor Records      | <a href="#">15 Source</a> |
| Utility Locator           | <a href="#">1 Source</a>  |

**Key:**

- High or moderate risk indicator. These flags may prompt you to investigate further
- ✓ The most recent telephone listing as reported by the EDA source

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Terms: **ssn** (Edit Search)

View: Full

Date/Time: Monday, October 31, 2005 - 8:51 AM EST

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☐ 4545 MURPHY CANYON ROAD, THIRD FLOOR  
SAN DIEGO, CA 92123  
TEL (858) 244-7600 (800) 832-7675  
FAX (858) 836-0318

☒ 213 EAST MAIN STREET  
CARNEGIE, PA 15106  
TEL (412) 429-7675 (866) 772-7675  
FAX (412) 429-7679

☐ 1771 EAST FLAMINGO ROAD, SUITE 112A  
LAS VEGAS, NV 89119  
TEL (702) 952-2031 (800) 867-3092  
FAX (702) 992-6286

December 30, 2005

Postmaster  
Morrisdale, PA 16858

Request for Change of Address or Boxholder  
Information Needed for Service of Legal Process

Please furnish the new address or the name and street address, if boxholder for the following:

Name: Kimberly A. McDowell.

Address: RR1, Box 576, Morrisdale, PA 16858.

NOTE: The name and last known address are required for change of address information. The name, if known and post office box address are required for boxholder information.

The Following information is provide in accordance with 39 CFR 269.6(d)(5)(ii). There is no fee for providing boxholder information. The fee for providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requestor: Attorney
2. Statute or regulation that empowers me to serve process (not required when requester is an attorney).
3. The name of all know parties to the litigation: Ford Motor Credit Corporation and Kimberly A. McDowell.
4. The Court in which the case has been or will be heard: The Court of Common Pleas.
5. The docket or other identifying number, if issued: 2800.4009
6. The capacity in which this individual is to be served: Defendant.

WARNING

The submission of false information to obtain and use change of address information or boxholder information for any purpose other than the service of legal process in connection with actual or prospective litigation could result in criminal penalties including a fine of up to \$10,000 or imprisonment or (2) to avoid payment of the fee for change of address information of not more than 5 years, or both (Title 18 U.S.C. Section 1001).

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.

Gregg L. Morrisdale  
Gregg L. Morris, Esquire

213 E. Main Street  
Carnegie, PA 15106

PLEASE PROVIDE PHYSICAL ADDRESS FOR SERVICE

For Post Master Use Only

BOXHOLDER'S POSTMARK

- ☐ Not known at address given  
☐ Moved, left no forwarding address.  
☐ No such address  
☒ Receives mail at address given, no change of address order on file.

Name and Street Address:

EXHIBIT "B"

[Main Menu](#) | [My Account](#) | [Print](#) |

[People](#)
[Businesses](#)
[Assets](#)
[Licenses](#)
[Phones](#)
[Courts](#)



|                |            |             |                         |
|----------------|------------|-------------|-------------------------|
| Last Name      | First Name | Middle Name | SSN                     |
| Street Address |            | City        | State Zip County Radius |
| Phone          | DOB        | Age Range   |                         |

☐ Search for other possible name spellings
 ☐ Include Bankruptcies (\$0.25)





































Output Type: ☒ Formatted HTML ☐ Cut and Paste / Printer Friendly Text (No Reports)

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Search completed

Records: 1 to 20 of 20

| Click Icons Below To Run a Report |                                   | Export to Excel    | Icon Legend                                 |                 | Click Icons Below To Run a Report |  |
|-----------------------------------|-----------------------------------|--------------------|---|-----------------|-----------------------------------|--|
| All                               | Full Name                         | Age/DOB            | Address                                     | Dates           | Phone Information                 |  |
|                                   | KIMBERLY A GREEN<br>[REDACTED]    |                    | 1629 SINGTON RD<br>MORRISDALE PA 16858-7309 | Aug 05 - Jan 06 |                                   |  |
|                                   | KIMBERLY A MCDOWELL<br>[REDACTED] |                    | 1629 SINGTON RD<br>MORRISDALE PA 16858-7309 | Aug 05 - Jan 06 |                                   |  |
|                                   | KIMBERLY A GREEN<br>[REDACTED]    | 47<br>Jan 01, 1959 | RR 1 BOX 576<br>MORRISDALE PA 16858-9801    | Apr 81 - Dec 05 | 342-6336                          |  |
|                                   | KIMBERLY A GREEN<br>[REDACTED]    |                    | RR 1 BOX 576<br>MORRISDALE PA 16858-9517    | Mar 00 - Dec 05 |                                   |  |
|                                   | KIMBERLY A MCDOWELL<br>[REDACTED] | 47<br>Jan 03, 1959 | RR 1 BOX 576<br>MORRISDALE PA 16858-9801    | Dec 84 - Dec 05 |                                   |  |
|                                   | KIM MCDOWELL<br>[REDACTED]        |                    | 1490 PINETOP RD<br>WOODLAND PA 16881-8302   | Sep 03 - Jul 05 | (814) 857-7773                    |  |
|                                   | KIMBERLY A MCDOWELL<br>[REDACTED] |                    | 1490 PINETOP RD<br>WOODLAND PA 16881-8302   | May 03 - Jul 05 | (814) 857-7773                    |  |
|                                   | KIMBERLY A GREEN<br>[REDACTED]    |                    | 1490 PINETOP RD<br>WOODLAND PA 16881-8302   | Sep 03 - Aug 04 |                                   |  |
|                                   | KIMBERLY GREEN MCDOWELL           | 47                 | RR 1 BOX 576                                | Jun 82 - Apr 01 | 342-6336                          |  |

|   |  |                    |   |                 |          |
|---|--|--------------------|---|-----------------|----------|
|       |                             | Jan 01, 1959       | MORRISDALE PA 16858-9801                            |                 |          |
|       | KIMBERLY A GREEN<br>        | 47<br>Jan 59       | 622 E CYPRESS AVE<br>BASTROP LA 71220-3814          | Feb 98 - Oct 00 | 342-6336 |
|       | KIMBERLY GREEN MCDOWELL<br> | 47<br>Jan 03, 1959 | 622 E CYPRESS AVE<br>BASTROP LA 71220-3814          | Feb 98 - Oct 00 | 342-6336 |
|       | KIMBERLY A GREEN<br>        |                    | 4045 N CATHERWOOD AVE<br>INDIANAPOLIS IN 46226-4923 | Mar 00          |          |
|       | KIMBERLY A MCDOWELL<br>     | 47<br>Jan 03, 1959 | 4045 N CATHERWOOD AVE<br>INDIANAPOLIS IN 46226-4923 | Mar 00          |          |
|       | KINBERLY MCDOWELL<br>       |                    | RR 1<br>MORRISDALE PA 16858-9801                    | Feb 91 - Jan 97 |          |
|       | KIMBERLY A GREEN<br>        | 47<br>Jan 01, 1959 | PO BOX 576<br>MORRISDALE PA 16858-0576              | Jun 82 - Oct 93 | 342-6336 |
|       | KIMBERLY GREEN MCDOWELL<br> | 47<br>Jan 01, 1959 | PO BOX 576<br>MORRISDALE PA 16858-0576              | Jun 82 - May 93 | 342-6336 |
|       | KINBERLY MCDOWELL<br>       |                    | PO BOX 576<br>MORRISDALE PA 16858-0576              | Dec 91 - Dec 92 |          |
|       | KINBERLY MCDOWELL<br>       |                    | 1 R F D<br>MORRISDALE PA 16858                      | Jan 90 - Dec 90 |          |
|       | KIMBERLY A GREEN<br>        | 47<br>Jan 01, 1959 | RR 1 BOX 384<br>MORRISDALE PA 16858-9801            | Jun 82          | 342-6336 |
|   | KIMBERLY GREEN<br>        |                    | RR 1 BOX 576<br>MORRISDALE PA 16858-9517            | Apr 81          |          |

 **Export to Excel**

Records: 1 to 20 of 20

[ ] 4545 MURPHY CANYON ROAD, THIRD FLOOR  
SAN DIEGO, CA 92123  
TEL (858) 244-7600 (800) 832-7675  
FAX (858) 836-0318

[X] 213 EAST MAIN STREET  
CARNEGIE, PA 15106  
TEL (412) 429-7675 (866) 772-7675  
FAX (412) 429-7679

[ ] 1771 EAST FLAMINGO ROAD, SUITE 112A  
LAS VEGAS, NV 89119  
TEL (702) 952-2031 (800) 867-3092  
FAX (702) 992-6286

February 10, 2006

Postmaster  
Morrisdale, PA 16858

Request for Change of Address or Boxholder  
Information Needed for Service of Legal Process

Please furnish the new address or the name and street address, if boxholder for the following:

Name: Kimberly A. McDowell.

Address: 1629 Sington Road, Morrisdale, PA 16858-7309.

NOTE: The name and last known address are required for change of address information. The name, if known and post office box address are required for boxholder information.

The Following information is provide in accordance with 39 CFR 269.6(d)(6)(ii). There is no fee for providing boxholder information. The fee for providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requestor: Attorney.
2. Statute or regulation that empowers me to serve process (not required when requester is an attorney).
3. The name of all know parties to the litigation: Ford Motor Credit Corporation and Kimberly A. McDowell.
4. The Court in which the case has been or will be heard: The Court of Common Pleas.
5. The docket or other identifying number, if issued: 2800.4009
6. The capacity in which this individual is to be served: Defendant.

WARNING

The submission of false information to obtain and use change of address information or boxholder information for any purpose other than the service of legal process in connection with actual or prospective litigation could result in criminal penalties including a fine of up to \$10,000 or imprisonment or (2) to avoid payment of the fee for change of address information of not more than 5 years, or both (Title 18 U.S.C. Section 1001).

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.

Gregg L. Morris/dls  
Gregg L. Morris, Esquire  
213 E. Main Street  
Carnegie, PA 15106

PLEASE PROVIDE PHYSICAL ADDRESS FOR SERVICE

For Post Master Use Only

BOXHOLDER'S POSTMARK

- \_\_\_ Not known at address given  
\_\_\_ Moved, left no forwarding address.  
\_\_\_ No such address  
☒ Receives mail at address given, no change of address order on file.

Name and Street Address: \_\_\_\_\_

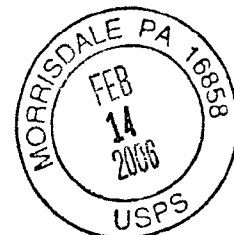


EXHIBIT "D"

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # 100975

FORD CREDIT t/d/b/a MAZDA AMERICAN CREDIT

Case # 05-1724-CD

vs.

KIMBERLY A. MCDOWELL

TYPE OF SERVICE COMPLAINT

COPY

SHERIFF RETURNS

NOW February 15, 2006 AFTER DILIGENT SEARCH IN MY BAILWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO KIMBERLY A. MCDOWELL, DEFENDANT. RR#1 Box 576 aka 1629 Singleton Rd., Morrisdale "EMPTY".

SERVED BY: /

Return Costs

| PURPOSE         | VENDOR   | CHECK # | AMOUNT |
|-----------------|----------|---------|--------|
| SURCHARGE       | PATENAUE | 30874   | 10.00  |
| SHERIFF HAWKINS | PATENAUE | 30874   | 26.61  |

Sworn to Before me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2006

So Answers,



Chester A. Hawkins  
Sheriff

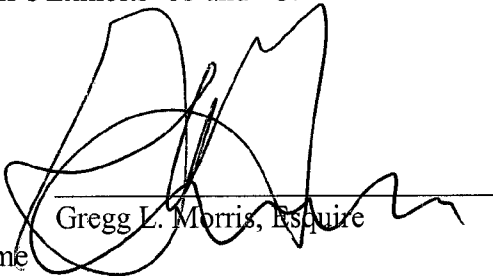
EXHIBIT "E"

2800.4009

**AFFIDAVIT**

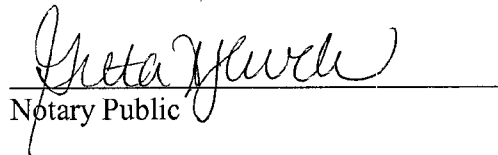
**COMMONWEALTH OF PENNSYLVANIA    )**  
**) SS:**  
**COUNTY OF ALLEGHENY                    )**

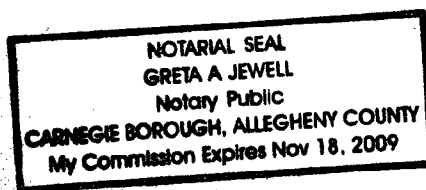
Before me the undersigned authority, a Notary Public in and for said County and State, personally appeared, Gregg L. Morris, who being duly sworn according to law, deposes and states pursuant to Pennsylvania Rule of Civil Procedure 402, he was informed that the Sheriff of Clearfield County was unable to personally serve the Complaint upon Defendant, Kimberly A. McDowell, at her last known address of RR #1, Box 576 Morrisdale, Pennsylvania 16858 as more specifically set forth on the Sheriff's Return attached hereto as Exhibit "E." He further deposes and states that he was informed by the United States Post Office that Defendant receives mail at RR #1, Box 576 Morrisdale, Pennsylvania 16858. A true and correct copy of the Post Office letter is attached to this Motion as Exhibit "B." He also deposes and states that information obtained from various computer data bases indicates that Defendant's last known address is RR #1, Box 576 Morrisdale, Pennsylvania 16858. See Plaintiff's Exhibits "A" and "C."

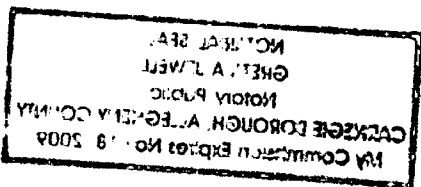
  
\_\_\_\_\_  
Gregg L. Morris, Esquire

Sworn to and subscribed before me

this 8<sup>th</sup> day of March, 2008

  
\_\_\_\_\_  
Notary Public





FILED

MAR 10 2006

William A. Shaw  
Prothonotary/Clerk of Courts

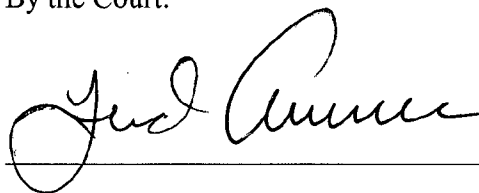
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

|  |   |                |
|--|---|----------------|
| FORD CREDIT t/d/b/a MAZDA AMERICAN CREDIT, | ) |                |
|  | ) | NO. 05-1724-CD |
| Plaintiff                                  | ) |                |
|  | ) |                |
| v.   | ) |                |
|  | ) |                |
| KIMBERLY A. MCDOWELL,                      | ) |                |
|  | ) |                |
| Defendant(s)                               | ) |                |

**ORDER OF COURT**

AND NOW, this 13 day of March, 2006, upon consideration of the forgoing Motion, it is Ordered that said Motion is GRANTED. Service of original process in this matter shall be made on the Defendant by Plaintiff's counsel by mailing a copy of the Complaint by Certified Mail, Return Receipt Requested and by First Class United States Mail postage prepaid to the Defendant's last known address of RR #1, Box 576 Morrisdale, Pennsylvania 16858 with said service deemed effective upon the date of mailing.

By the Court:



**FILED**

**MAR 15 2006**

  
William A. Shaw  
Prothonotary/Clerk of Courts

J. 1 case to Act

**FILED**  
**MAR 15 2006**  
William A. Shaw  
Prothonotary/Clerk of Courts

~~**FILED**  
**MAR 10 2006**  
William A. Shaw  
Prothonotary/Clerk of Courts~~

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

FORD CREDIT t/d/b/a MAZDA AMERICAN CREDIT, )  
 ) NO. 05-1724-CD  
Plaintiff )  
 )  
v. )  
 )  
KIMBERLY A. MCDOWELL, )  
 )  
Defendant(s) )

**PRAECIPE TO  
REINSTATE  
COMPLAINT**

Filed on behalf of:  
Ford Credit t/d/b/a Mazda American  
Credit

Plaintiff

Counsel of Record for This  
Party:

Gregg L. Morris, Esquire  
Pa I.D. #69006

Patenaude & Felix, A.P.C.  
213 E. Main Street  
Carnegie, PA 15106  
(412)429-7675

MCDOWELL, KIMBERLY A 2800.4009.wpd

**FILED** No CC  
m/3:07:01 Atty pd. 7.00  
MAR 22 2006 1 Complaint  
William A. Shaw Reinstated  
Prothonotary/Clerk of Courts to Atty  
GR

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

|  |   |                |
|--|---|----------------|
| FORD CREDIT t/d/b/a MAZDA AMERICAN CREDIT, | ) |                |
|  | ) | NO. 05-1724-CD |
| Plaintiff                                  | ) |                |
|  | ) |                |
| v.   | ) |                |
|  | ) |                |
| KIMBERLY A. MCDOWELL,                      | ) |                |
|  | ) |                |
| Defendant(s)                               | ) |                |

**PRAECIPE TO REINSTATE COMPLAINT**

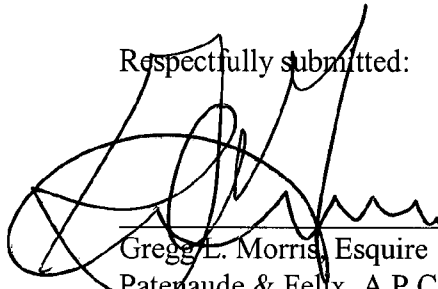
TO: Prothonotary

Please reinstate Complaint in Civil Action on behalf of Plaintiff, Ford Credit t/d/b/a Mazda  
American Credit and against Defendant(s), above named. Thank you.

Date:

3/28/06

Respectfully submitted:

  
\_\_\_\_\_  
Gregg L. Morris, Esquire  
Paternaude & Felix, A.P.C  
213 E. Main Street  
Carnegie, PA 15106  
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

FORD CREDIT t/d/b/a MAZDA AMERICAN  
CREDIT,

Plaintiff,

v.

KIMBERLY A. MCDOWELL

Defendant.

NO. 05-1724-CD

**AFFIDAVIT OF SERVICE**

Filed on behalf of  
Ford Credit t/d/b/a Mazda American  
Credit,  
Plaintiff

Counsel of Record for This  
Party:

Gregg L. Morris, Esquire  
Pa I.D. #69006


Patenaude & Felix, A.P.C.  
213 E. Main Street  
Carnegie, PA 15106  
(412) 429-7675

**FILED**  
m12:11:46 PM  
MAY 04 2006  
cc  
um

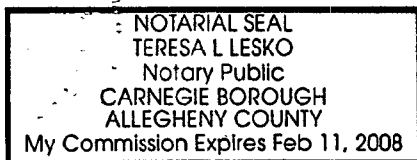
William A. Shaw  
Prothonotary/Clerk of Courts

COMMONWEALTH OF PENNSYLVANIA           )  
   )       SS:  
COUNTY OF ALLEGHENY                      )

Kimberly A. McDowell  
RR #1, Box 576  
Morrisdale, PA 16858

  
Gregg L. Morris, Esquire  
Attorney for Plaintiff

Ceresa J. Jesko  
Notary Public



7005 1160 0002 6274 7790

|  |         |
|--|---------|
| U.S. Postal Service™   |         |
| <b>CERTIFIED MAIL™ RECEIPT</b>   |         |
| (Domestic Mail Only; No Insurance Coverage Provided)   |         |
| For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a> |         |
| <b>OFFICIAL USE</b>  |         |
| Postage  | \$ .63  |
| Certified Fee  | 2.40    |
| Return Receipt Fee<br>(Endorsement Required)   | 1.85    |
| Restricted Delivery Fee<br>(Endorsement Required)  |         |
| Total Postage & Fees   | \$ 4.88 |

Postmark Here  
MAR 27 2006  
USPO

Sent To *Kimberly A. McDowell*  
Street, Apt. No.,  
or PO Box No. *RR #1, Box 576*  
City, State, ZIP+4 *Morrisdale, PA 16858*

PS Form 3800, June 2002 See Reverse for Instructions

March 27, 2006

ested

Kimberly A. McDowell  
RR #1, Box 576  
Morrisdale, PA 16858

Re.: Ford Credit t/d/b/a Mazda American Credit v. Kimberly A. McDowell  
Docket No.: 05-1724-CD  
Our File No.: 2800.4009

Dear Ms. McDowell

Enclos  
captioned mat

Thank

**SENDER: COMPLETE THIS SECTION**

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

## 1. Article Addressed to:

*Kimberly A. McDowell*  
*RR #1, Box 576*  
*Morrisdale, PA 16858*

## 2. Article Number

(Transfer from service label)

7005 1160 0002 6274 7790

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**COMPLETE THIS SECTION ON DELIVERY**

## A. Signature

*X Julie A. Francisco* ☒ Agent  
☐ Addressee

## B. Received by (Printed Name)

*Julie A. Francisco* *3/29/06*

## C. Date of Delivery

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

*1629 Singma Rd*

## 3. Service Type

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

## 4. Restricted Delivery? (Extra Fee)

☐ Yes

GLM/dls  
Enclosure

THIS COMMUNICATION IS FROM A DEBT COLLECTOR.

EXHIBIT "A"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

T/D/B/A MAZDA AMERICAN CREDIT

Plaintiff

v.

KIMBERLY A MCDOWELL

Defendant(s)

)  
)  
) NO. 05-1724-CD  
)  
)  
)  
)  
)  
)  
)

**PRAECIPE FOR  
SATISFACTION OF  
JUDGMENT**

Filed on behalf of:  
T/D/B/A MAZDA AMERICAN  
CREDIT

Counsel of Record for This Party:

Gregg L. Morris, Esquire  
Pa I.D. #69006

Patenaude & Felix, A.P.C.  
213 E. Main Street  
Carnegie, PA 15106  
(412) 429-7675

**FILED** *Any pd 7.00*  
*MA 11:06 AM*  
*JAN 22 2009* *Cert. of*  
*Sat. to*  
*Any*  
s William A. Shaw  
Prothonotary/Clerk of Courts  
(10)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

T/D/B/A MAZDA AMERICAN CREDIT

Plaintiff

v.

KIMBERLY A MCDOWELL

Defendant(s)

NO. 05-1724-CD

**PRAECIPE TO SATISFY JUDGMENT**

TO: PROTHONOTARY

Please satisfy the Judgment at the above captioned action of record. Thank you.

Respectfully submitted:

Patenaude & Felix, A.P.C.

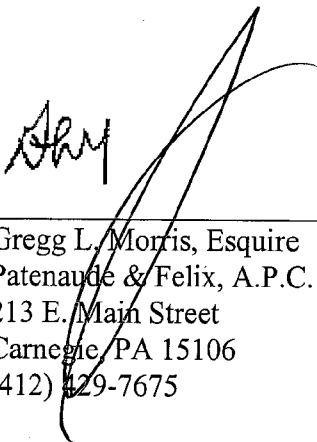
Date: August 29, 2008

\_\_\_\_\_  
Gregg L. Morris, Esquire  
213 E. Main Street  
Carnegie, PA 15106  
(412) 429-7675

I, GREGG MORRIS, attorney for Plaintiff, T/D/B/A MAZDA AMERICAN CREDIT ,  
hereby certify that a true and correct copy of foregoing document was served this date by  
ordinary mail upon the following:

Kimberly A Mcdowell  
1490 Pinetop Rd  
Woodland PA 16881

Date: August 29, 2008



---

Gregg L. Morris, Esquire  
Patenaude & Felix, A.P.C.  
213 E. Main Street  
Carnegie, PA 15106  
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2005-01724-CD

Ford Credit  
Mazda American Credit

Vs.

Kimberly A. McDowell

Debt: \$10,083.90

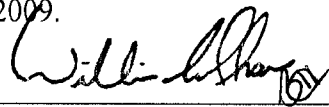
Atty's Comm.:

Interest From:

Cost: \$7.00

NOW, Thursday, January 22, 2009, directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 22nd day of January, A.D. 2009.



Prothonotary