

05-1733-CD
Ford Credit vs Kristi L. Kneer

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Ford Credit vs Kristi Kneer

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD CREDIT t/d/b/a)
FAIRLANE CREDIT,)
Plaintiff) NO. 05-1733-CD
v.)
KRISTI L. KEENER,)
Defendant.)

**COMPLAINT IN CIVIL
ACTION**

Filed on behalf of:
Ford Credit t/d/b/a
Fairlane Credit,
Plaintiff

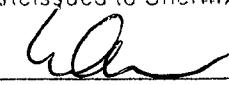
Counsel of Record for This
Party:

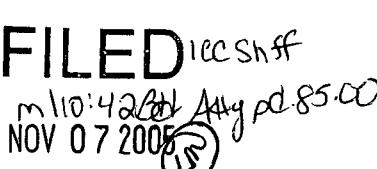
Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
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KEENER, KRISTI 2800.1900.wpd

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Deputy Prothonotary

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William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD CREDIT t/d/b/a)	
FAIRLANE CREDIT,)	
)	NO.
)	
Plaintiff)	
)	
)	
v.)	
)	
)	
KRISTI L. KEENER,)	
)	
)	
Defendant.)	

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within TWENTY (20) DAYS after this Complaint and notice are served, by entering a written appearance personally or by attorney, and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any 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, 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. Meholic, Court Administrator
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)	
FAIRLANE CREDIT,)	
)	NO.
Plaintiff)	
)	
v.)	
)	
KRISTI L. KEENER,)	
)	
Defendant.)	

COMPLAINT IN CIVIL ACTION

AND NOW, comes Plaintiff, FORD CREDIT t/d/b/a FAIRLANE 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 Fairlane Credit, is a corporation with offices at 575 East Swedesford Road, Suite 100, Wayne, Pennsylvania 19087.
2. Defendant is, Kristi L. Keener, an adult individual, who is believed to currently reside at 1321 Keener Road, Mahaffey, Pennsylvania 15757.
3. On or about November 6, 2001, 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 Credit t/d/b/a Fairlane Credit.
5. Pursuant to the terms of the Contract, Defendant was to make Sixty (60) payments of \$265.43 commencing on December 6, 2001.

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 and retake possession of the vehicle.

9. After calculating early termination charges due to Plaintiff, and proceeds from sale, if any, Plaintiff avers that a deficiency balance of \$8,565.81 is due from Defendant as of August 18, 2004.

10. The Defendant is entitled to credits in the amount of \$249.84.

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

12. Plaintiff avers that such attorney's fees will amount to \$2,300.00.

13. Despite repeated requests, 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 \$8,315.97, interest from the date of breach, reasonable attorney's fees in the amount of \$2,300.00 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:

Patenaude & Felix, A.P.C.

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

ADDITIONAL TERMS AND CONDITIONS

1. HOW THE TOTAL OF PAYMENTS IS COMPUTED: The Total of Payments is the sum of the Amount Financed and the Finance Charge. The Finance Charge consists only of interest computed daily on the outstanding balance of the Amount Financed. The Finance Charge shown on the front side has been computed on the assumption that we will receive all scheduled payments on the due dates.

2. COMPUTING INTEREST: We will charge interest on a daily basis on the outstanding balance due on the date of the loan. The daily interest rate is equal to the Annual Percentage Rate divided by the number of days in that calendar year. Buyer agrees that because interest is calculated on a daily basis, late payments will result in additional interest (and, if applicable, a late charge). Early payments will result in less interest being charged. Early and/or late payments will cause the amount of the final payment to change.

3. LATE CHARGE: Buyer agrees to pay a late charge for any payment not made within 10 days after its due date. The late charge will be 2% per month on the unpaid amount of the payment. We will consider any part of a month in excess of 10 days to be a full month. The late charge will be due when earned. No late charge will be due if the reason that the payment is late is because, after default, the entire outstanding balance on this Contract is due. No late charge will be due if the only reason that the payment is late is because of a late charge on an earlier payment.

4. APPLICATION OF PAYMENTS: We will apply payments in the following order of priority: first to interest; and then to late charges, fees, principal and any other amounts you owe in the order that we choose.

5. PREPAYMENT: You may prepay, in full or in part, the amount owed on this Contract at any time without penalty. If you prepay the Contract in part, you agree to continue to make regularly scheduled payments until you pay all amounts due under this Contract. This will reduce the number of payments you will make.

6. WAIVERS:

a. WAIVER BY SELLER AND ASSIGNEE: We and Assignee waive the right to treat any property as security for the repayment of the Contract, except for the Vehicle and the other security specifically mentioned in this Contract.

b. WAIVERS BY BUYER, CO-SIGNER AND CO-OWNER: You agree to make all payments in or before they are due without our having to ask. If you don't, we may exercise our rights without notifying you in advance. We may give up any right you may have to require that we enforce our rights against other persons or property before we enforce our rights against you. You agree that we may give up our rights against some other person or entity against you. You waive due diligence in collection and all defenses based on suretyship and impairment of collateral or security.

7. INTEREST AFTER MATURITY AND JUDGMENT: Interest at the provided rate in this Contract shall continue to accrue on the unpaid balance until paid in full, even after maturity and/or after we get a judgment against you for the amounts due. This will apply even if the maturity occurs because of acceleration. If at any time interest as provided for in this paragraph is not permitted by law, interest shall accrue at the highest rate allowed by applicable law beginning at that time.

8. YOUR PROMISES ABOUT OUR SECURITY INTEREST: You will not permit anyone other than to obtain a security interest or other rights in the Vehicle. You will pay all filing fees necessary for us to obtain and maintain our security interest in the Vehicle. You will assist us in having our security interest noted on the Certificate of Title to the Vehicle. You will not sell or give away the Vehicle. If someone puts a lien on the Vehicle, we will be the obligation and clear the lien.

9. YOUR PROMISES ABOUT THE VEHICLE: You will keep the Vehicle in good condition and repair. You will pay all taxes and charges on the Vehicle. You will pay all costs of maintaining the Vehicle. You will not abuse the Vehicle or permit anything to be done to the Vehicle which will reduce its value, other than for normal wear and use. You will not use the Vehicle for illegal purposes or for hire or lease. You will not move the Vehicle from your address shown on the front of this Contract to a new permanent place of garaging without notifying us in advance.

10. YOUR PROMISES ABOUT INSURANCE: You will keep the Vehicle insured against fire, theft and collision until all sums due are paid in full. The insurance coverage must be satisfactory to us and protect your interests and our interests at the time of any insured loss. The insurance must name us as "loss-payee" on the policy. The insurance must be written by an insurance company qualified to do business in Pennsylvania and licensed to sell insurance in the state where the Vehicle is permanently garaged. The insurance policy must provide us with at least ten (10) days prior written notice of any cancellation or reduction in coverage. On request, you shall deliver the policy or other evidence of insurance coverage to us. In the event of the loss or damage to the Vehicle, you will immediately notify us in writing and file a claim for the loss.

11. OUR RIGHT TO FILE PROOF OF LOSS: In the event of any loss or damage to the Vehicle, if you fail or refuse to file a claim or proof of loss with the insurance company, you agree that the Seller, Assignee, any subsequent assignee, or any authorized employee of any of them ("we") may file a proof of loss with the insurance company, in your name and acting as your agent, with respect to the insured claim. You agree that you do not have the right to, and will not, release the power you have given us to file a proof of loss. You agree that we may exercise this power for our benefit and not for your benefit, except as provided in this Contract and by law.

b. OUR RIGHT TO ENDORSE INSURANCE CHECKS: You agree that the Seller, Assignee, any subsequent assignee, or an authorized employee of any of them ("we") may endorse your name, acting as your agent, to any check, draft or other instrument we receive in payment of an insured loss or return of insurance premiums. You agree that you do not have the right to, and will not, release the power you have given us to make your endorsement. You agree that we may exercise this power for our benefit and not for your benefit, except as provided in this Contract and by law.

c. OUR RIGHT TO FILE A CLAIM: You agree to apply any insurance proceeds we receive to repair or replace the Vehicle, in our opinion, if it is economically feasible and you are not in default of this Contract. Otherwise, we will apply the insurance proceeds to reduce the unpaid balance due us. After the balance due us is paid, any excess will belong to you.

12. OUR RIGHTS IF YOU BREACH YOUR PROMISES ABOUT THE SECURITY INTEREST, VEHICLE OR INSURANCE: If you fail to keep your promises to pay filing fees, taxes, liens or the costs necessary to keep the Vehicle in good condition and repair, we may advance

any money you promised to pay. If you fail to keep your promises about required insurance, we may advance money to obtain insurance to cover loss or damage to the Vehicle. We have the choice of whether or not to advance any money for these purposes. Such insurance will be limited to an amount not greater than you owe on this Contract. THE INSURANCE WE PURCHASE MAY BE SIGNIFICANTLY MORE EXPENSIVE AND PROVIDE LESS INSURANCE THAN INSURANCE YOU PROVIDED YOURSELF.

We may add any money you advance on your behalf to the balance due when we impose Finance Charges at the Annual Percentage Rate of this Contract. You agree to repay the money advanced as we alone may specify: (i) immediately on demand, or (ii) along with your monthly payments. If we choose to allow you to repay the money advanced along with your monthly payments, we can choose the amount of these payments and how long you have to repay. If any of our rights stated in this paragraph is not permitted by law, we still have the other rights mentioned. Our payments on your behalf will not cure your failure to perform your promises in this Contract.

12. DEFAULT: In this paragraph "You" means the Buyer, Co-Signer and Co-Owner, or any one of them. You will be in "Default" of the Contract if any one or more of the following things happen:

- a. You do not make any payment on or before it is due;
- b. You do not keep any promise you made in this Contract;
- c. You do not keep any promise you made in another contract, note, loan or agreement with Seller or Assignee;
- d. You made any untrue statement in the credit application for this Contract;
- e. You committed any forgery in connection with this Contract;
- f. You are, convicted of a crime involving fraud or dishonesty, or are found by a court with jurisdiction to do so to be incapacitated;
- g. You file bankruptcy or insolvency proceedings, or anyone files bankruptcy or insolvency proceedings against you;
- h. You take the Vehicle outside the United States or Canada without our written consent;
- i. You use the Vehicle or allow someone else to use it in a way that causes it not to be covered by your insurance;
- j. You do something that causes the Vehicle to be subject to confiscation by government authorities;
- l. The Vehicle is lost, stolen, destroyed or damaged beyond economical repair, and not repaired or found within a reasonable time; or
- l. Another creditor tries to take the Vehicle or your money on deposit with Assignee by legal process.

13. OUR RIGHTS IF YOU ARE IN DEFAULT OF THIS CONTRACT: If you are in Default of this Contract, we may enforce our rights according to law. We may also do the things specifically mentioned in this Contract. We may do one of these things and at the same time or later do another. Some of the things we may do are the following:

- a. **ACCELERATION:** We can demand that you pay to us the entire unpaid balance owing on the Contract and all unpaid Finance Charges and other money due. You agree that you will pay this money to us in one single payment immediately upon receiving our demand.
- b. **REPOSESSION:** We can repossess the Vehicle, unless prohibited by law. We can do this ourselves, have a qualified person do it for us, or have a government official (by repossession or by us). We may take the Vehicle, or partially or completely, on or in your property to do this. We may take any other things found in the Vehicle, but will return these things to you if you ask. If you want these things back, you agree to ask us in a letter sent to us by certified mail within 24 hours. If you do not send us this letter, you give up any claim to these things. You agree that we may use your license plates in repossessing the Vehicle and taking it to a place for storage.
- c. **VOLUNTARY DELIVERY:** We can ask you to give us the Vehicle at a reasonably convenient place. You agree to give us the Vehicle if we ask.
- d. **DELAY IN ENFORCEMENT:** We can delay enforcing our rights under this Contract without losing any rights.

14. SOME THINGS YOU SHOULD KNOW IF WE REPOSESSION THE VEHICLE: If we repossess without using a government official (by repossession):

- a. **NOTICE:** We will send you a Notice of Repossession to your last address we know about. This Notice will tell you how to buy back (redeem) the Vehicle. You will NOT have the right to negotiate the Contract. This means you will have to pay the total balance on the Contract. This Notice will tell you other information required by law.
- b. **REDEMPTION:** You have the right to buy back (redeem) the Vehicle within 15 days of the mailing of the Notice and at any later time before we sell the Vehicle. If you do not redeem, you give up all claim to the Vehicle.
- c. **SALE:** If you don't redeem, we will sell the Vehicle. The money received at sale will be used to pay costs and expenses you owe, and then to pay the amount you owe on the Contract.

d. SURPLUS OR DEFICIENCY: If there is money left, we will pay it to the Buyer. If there is not enough money from the sale to pay what you owe, Buyer and Co-Signer agree to pay what is still owed to us.

- e. **EXPENSES:** You agree to pay the costs of repossessing, storing, repairing, preparing for sale and selling the Vehicle as may be allowed by law. These costs will only be due if:
- 1. Default exceeds fifteen (15) days at the time of repossession;
- 2. The amount of costs are actual, necessary and reasonable; and
- 3. We can prove the costs were paid.

15. HEIRS AND PERSONAL REPRESENTATIVES BOUND: After your death, this Contract shall be enforceable against your heirs and personal representatives of your estate.

16. GOVERNING LAW: This Contract is to be interpreted according to the law of

17. SEVERABILITY OF PROVISIONS: If for any reason any part of this Contract shall become illegal, void or unenforceable, that part shall not be a part of this Contract.

18. ASSIGNMENT BY BUYER: Buyer shall not assign this Contract.

19. THERE ARE NO WARRANTIES BY SELLER, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, UNLESS WE HAVE GIVEN YOU A SEPARATE WRITTEN WARRANTY.

Buyer's Guide Window Sticker. If the Car which is described on the face of this Contract has a Buyer's Guide Window Sticker required by the Federal Trade Commission Used Car Trade Regulation Rule, the following notice applies:

The information you see on the window form for this Vehicle is part of this Contract. Information on the window form overrides any contrary provisions in the contract of sale.

NOTICE—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.

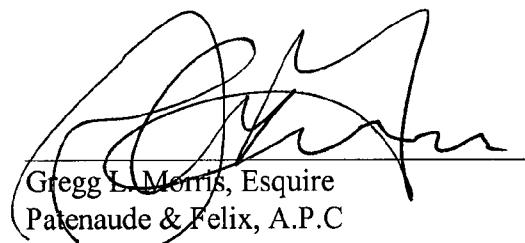
NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION.
THE PROVISION BELOW IS NOT PART OF THE PENNSYLVANIA MOTOR VEHICLE INSTALLMENT SALE CONTRACT BETWEEN THE BUYER AND SELLER.
ASSIGNMENT (Name)

To induce you, the "Assignee" identified on the face of this Contract or as follows, to purchase the within Contract, the Seller hereby warrants and represents that: (a) the sale has been made in strict conformity with all applicable federal, state and local laws and regulations, including, but not limited to, Article 2 of the Pennsylvania Uniform Commercial Code (13 Pa. C.S.A. §521(D) et seq.); our title to the Contract and the Vehicle covered by it is absolute, free of all liens, encumbrances and security interests, and is subject only to the rights of the Buyer as set forth therein, the Contract is genuine, the signatures thereon are not forged, arise from the sale of the Vehicle thereto described, and all parties thereto are of full age and had capacity to contract; the description of the Vehicle and extra equipment is complete and correct, the cash downpayment and/or trade-in allowance were actually received and no part thereof consisted of notes, post-dated checks, other credit advanced by us to Buyer or rebates or similar payments from us to the Buyer (however, manufacturer rebates may constitute a part of the downpayment); all warranties and statements are true and correct; (b) the title to the Vehicle is held by the Seller and is not subject to any claim of the Buyer; (c) the title to the Vehicle is held by the Seller and is not subject to any claim of the Buyer; (d) the title to the Vehicle is held by the Seller and is not subject to any claim of the Buyer; (e) the title to the Vehicle is held by the Seller and is not subject to any claim of the Buyer; (f) the title to the Vehicle is held by the Seller and is not subject to any claim of the Buyer; (g) the title to the Vehicle is held by the Seller and is not subject to any claim of the Buyer; (h) the title to the Vehicle is held by the Seller and is not subject to any claim of the Buyer; (i) the title to the Vehicle is held by the Seller and is not subject to any claim of the Buyer; (j) the title to the Vehicle is held by the Seller and is not subject to any claim of the Buyer; (k) the title to the Vehicle is held by the Seller and is not subject to any claim of the Buyer; (l) the title to the Vehicle is held by the Seller and is not subject to any claim of the Buyer; (m) the title to the Vehicle is held by the Seller and is not subject to any claim of the Buyer; (n) the title to the Vehicle is held by the Seller and is not subject to any claim of the Buyer; 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VERIFICATION

The undersigned is an authorized agent of the Plaintiff and verifies that the facts and statements made herein are true and correct based upon my knowledge, information and belief, and is based upon and has been obtained from a review of the facts and information contained in the business records of the Plaintiff supplied to us by the Plaintiff. Counsel has signed the verification as a matter of time and convenience. The verification of the party will be provided if requested. The statements are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

Date: 11/3/05



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
FAIRLANE CREDIT,

)
)
)
)
Plaintiff) NO. 05-1733-CD
)
)
v.)
)
)
)
KRISTI L. KEENER,)
)
)
)
Defendant.)

FILED

DEC 01 2005

William A. Shaw
Prothonotary/Clerk of Courts

1 CERT TO SUPER
W/ REINSTATE
COMPLAINT

**PRAECLYPE TO
REINSTATE
COMPLAINT**

Filed on behalf of:
Ford Credit t/d/b/a
Fairlane 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)
FAIRLANE CREDIT,)
Plaintiff) NO. 05-1733-CD
v.)
KRISTI L. KEENER,)
Defendant.)

PRAECIPE TO REINSTATE COMPLAINT

TO: Prothonotary

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

Date: 11/29/05

Respectfully submitted,

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)
FAIRLANE CREDIT,)
Plaintiff) NO. 05-1733-CD
v.)
KRISTI L. KEENER,)
Defendant.)

**COMPLAINT IN CIVIL
ACTION**

Filed on behalf of:
Ford Credit t/d/b/a
Fairlane Credit,
Plaintiff

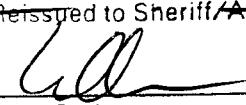
Counsel of Record for This
Party:

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

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

KEENER, KRISTI 2800.1900.wpd

Dec. 1, 2005 Document
Reinstated/Reissued to Sheriff/Attorney
for service.


Deputy Prothonotary

FILED
10/12
NOV 07 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD CREDIT t/d/b/a)
FAIRLANE CREDIT,)
) NO.
 Plaintiff)
)
 v.)
)
 KRISTI L. KEENER,)
)
 Defendant.)

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within TWENTY (20) DAYS after this Complaint and notice are served, by entering a written appearance personally or by attorney, and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any 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, 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. Meholic, Court Administrator
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)
FAIRLANE CREDIT,)
) NO.
 Plaintiff)
)
 v.)
)
 KRISTI L. KEENER,)
)
 Defendant.)

COMPLAINT IN CIVIL ACTION

AND NOW, comes Plaintiff, FORD CREDIT t/d/b/a FAIRLANE CREDIT, by and through its attorney, GREGG L. MORRIS, ESQUIRE and the law offices of PATENAUME & 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 Fairlane Credit, is a corporation with offices at 575 East Swedesford Road, Suite 100, Wayne, Pennsylvania 19087.
2. Defendant is, Kristi L. Keener, an adult individual, who is believed to currently reside at 1321 Keener Road, Mahaffey, Pennsylvania 15757.
3. On or about November 6, 2001, 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 Credit t/d/b/a Fairlane Credit.
5. Pursuant to the terms of the Contract, Defendant was to make Sixty (60) payments of \$265.43 commencing on December 6, 2001.

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 and retake possession of the vehicle.

9. After calculating early termination charges due to Plaintiff, and proceeds from sale, if any, Plaintiff avers that a deficiency balance of \$8,565.81 is due from Defendant as of August 18, 2004.

10. The Defendant is entitled to credits in the amount of \$249.84.

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

12. Plaintiff avers that such attorney's fees will amount to \$2,300.00.

13. Despite repeated requests, 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 \$8,315.97, interest from the date of breach, reasonable attorney's fees in the amount of \$2,300.00 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:

Patenaude & Felix, A.P.C.

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

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all scheduled payments.	Total Sale Price The total cost of your purchase on credit, including your downpayment of \$ 3027.00.
11.99 %	\$ 3990.60	\$ 11935.20	\$ 15925.80	\$ 18952.80

Your Payment Schedule will be:

No. of Payments	Amount of Payments	When Payments Are Due
60	\$ 265.43	Monthly, beginning 12/06/2001
N/A	\$ N/A	

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

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

Filing Fee: \$ 5.00

Late Charge: If a payment is late, you will be charged 2% of the portion of the payment which is late for each month, or part of a month greater than 10 days, that it remains unpaid.

See below and any other Contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

In this Contract D.C. SALES & SERVICE, INC.

we are P.O. BOX 245 RT. 32071 DIXONVILLE, PA 15734

Name _____ Address _____ Zip Code _____

You are KRISTI L KEENER 18041 HWY. NORTH P.O. BOX 271 DIXONVILLE, PA 15734

Name(s) _____ Address(es) _____ Zip Code(s) _____

If there is more than one Buyer, each promises, separately and together, to pay all sums due us and to perform all agreements in this Contract.

TRADE-IN:

You have traded in the following vehicle: 99 CHEVY CAVALIER \$ 11500.00 - 11473.00 = 27.00

Year and Make Series Gross Allowance Still Owning Net Trade-In

I or a balance is still owing on the vehicle you have traded in, the Seller will pay off this amount on your behalf. You warrant and represent to us that any trade-in is free from lien, claim, encumbrance or security interest, except as shown above as the amount "Still Owning."

PROPERTY INSURANCE: You may choose the person through whom insurance is obtained against loss or damage to the Vehicle and against liability arising out of use or ownership of the Vehicle. In this Contract, you are promising to insure the Vehicle and keep it insured.

CREDIT INSURANCE IS NOT REQUIRED: Credit Life Insurance and Credit Accident & Health (Disability) Insurance are not required to obtain credit, and will not be provided unless you sign below and agree to pay the additional cost(s). Please read the "NOTICE OF PROPOSED CREDIT INSURANCE" on the reverse side. Your insurance certificate or policy will tell you the MAXIMUM amount of insurance available. All insurance purchased will be for the term of the credit.

By signing, you select Single Credit Life Insurance, which costs \$ _____

which costs \$ N/A

By signing, you select Single Credit Accident & Health Insurance, which costs \$ _____

which costs \$ N/A

What is your age? N/A Years

What is your age? N/A Years

Signature of Buyer to be insured for Single Credit Life Insurance

By signing, you both select Joint Credit Life Insurance, which costs \$ _____

which costs \$ N/A

What are your ages?

1. _____ N/A %

By signing, you both select Joint Credit Accident & Health Insurance, which costs \$ _____

which costs \$ N/A

What are your ages?

2. _____ N/A %

By signing, you both select Joint Credit Accident & Health Insurance, which costs \$ _____

which costs \$ N/A

What are your ages?

Signatures of both Buyers to be insured for Joint Credit Accident & Health Insurance

Insurer:

VEHICLE: You have agreed to purchase, under the terms of this Contract, the following motor vehicle and its extra equipment, which is called the "Vehicle" in this Contract.

N/U Year and Make Series Body Style No. Cyl. Truck Ton Capacity Serial Number

1 99 CHEVY CAVALIER CPE 4 1G1JC124X7322859

Equipped XX AM/FM Stereo 5 Spd. Other PWR. SUNROOF, CD PLAYER

with XX AM/FM Stereo 5 Spd. Other PWR. SUNROOF, CD PLAYER

ASSIGNEE: We may assign this Contract and Security Agreement to a sales finance company which is the "Assignee." If the Assignee assigns the Contract to a subsequent assignee, the term also refers to such subsequent assignee. After the Assignment, all rights and benefits of the Seller in this Contract and in the Security Agreement shall belong to, and be enforceable by, the Assignee. The Assignee will notify you when and if Seller makes an assignment.

CONTINENTAL AUTO RECEIVABLES, INC., 601 Holiday Drive, Pittsburgh, PA 15220

CO-SIGNER: Any person signing the Co-Signer's Agreement below promises separately and together with all Co-Signer(s) and Buyer(s), to pay all sums due and to perform all agreements in this Contract. Co-Signer will not be an Owner of the Vehicle.

CO-OWNER: Any person signing the Co-Owner's Security Agreement below gives us a security interest in the Vehicle and agrees separately and together with all Co-Owner(s) and Buyer(s), to perform all agreements in the Security Agreement and all other parts of this Contract except the "Promise to Pay" section.

TERMS: The terms shown in the boxes above are part of this Contract.

PROMISE TO PAY: You agree to pay us the Total Sale Price for the Vehicle by making the first Downpayment and paying us the Amount Financed plus interest. You promise to make payments in accordance with the Payment Schedule. You promise to make payments on or before the same day or each month as the first payment due date, and to pay all other amounts which may become due under the terms of this Contract. You agree to pay the Seller or Assignee costs of suit. You also agree to pay reasonable attorney's fees if Seller or Assignee hires an attorney to collect amounts due under this Contract or to protect or get possession of the Vehicle. You agree to make payments at the place or to send payments to the address which the Assignee most recently specifies in the written notice to you.

By signing below, we agree to sell the Vehicle to you under the terms of this Contract.

SELLER D.C. SALES & SERVICE, INC.

By _____ Date _____

SECURITY AGREEMENT: To assure the payment of all sums due and the performance of all required obligations under this Contract, you give a security interest in the Vehicle, in all parts called "accessories" attached to the Vehicle at any later time, and in any proceeds of the Vehicle, including insurance proceeds. The Assignee may select any amounts due and unpaid under this Contract against any of your money on deposit with Assignee. This includes any money which is now or may in the future be deposited with Assignee by you. Assignee may do this without any prior notice to you.

ADDITIONAL TERMS AND CONDITIONS: THIS CONTRACT CONTINUES ON THE REVERSE SIDE. YOU ARE OBLIGATED TO ALL THE TERMS OF THE CONTRACT WHICH APPEAR ON THE FRONT AND REVERSE SIDES.

NOTICE TO BUYER—DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

BUYER KRISTI L KEENER SEAL 11/06/01 Date

BUYER _____ Date _____

CO-SIGNER: YOU SHOULD READ THE NOTICE TO CO-SIGNER, WHICH HAS BEEN GIVEN TO YOU ON A SEPARATE DOCUMENT, BEFORE SIGNING THE CO-SIGNERS AGREEMENT.

CO-SIGNER'S AGREEMENT: You, the person (or persons) signing below as "Co-Signer," promise to pay to us all sums due on this Contract and to perform all agreements in this Contract. You intend to be legally bound by all the terms of this Contract, separately and together, with the Buyer. You are making this promise to induce us to make this Contract with the Buyer, even though we will use the proceeds only for the Buyer's benefit. You agree to pay even though we may not have made any prior demand for payment on the Buyer or exercised our security interest. You also acknowledge receiving a completed copy of this Contract.

(SEAL) Co-Signer's Signature Address Date

(SEAL) Co-Signer's Signature Address Date

CO-OWNER'S SECURITY AGREEMENT: You, the person signing below as "Co-Owner," together with the Buyer or otherwise being all of the Owners of the Vehicle, give us a security interest in the Vehicle identified above. You agree to be bound by the terms of the Security Agreement and all other parts of this Contract except the "Promise to Pay" section. You are giving us the security interest to induce us to make this Contract with the Buyer, and to secure the payment by the Buyer of all sums due on this Contract. You will not be responsible for any deficiency which might be due after repossession and sale of the Vehicle.

(SEAL) Co-Owner's Signature Address Date

BUYER, CO-SIGNER AND CO-OWNER, AS APPLICABLE, ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS CONTRACT AT THE TIME OF SIGNING.

BUYER KRISTI L KEENER CO-SIGNER _____ CO-SIGNER OR CO-OWNER _____

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

ORIGINAL - MATER - DEALER COPY - CO-SIGNER COPY - PUR - GATEWAY - BANDIT - BANDIT USA SERVICE, INC.

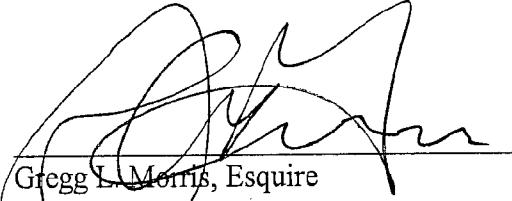
BAUDOUIN/WHITE FORM #21-51C (Rev. 11/01)

FILL IN IT "1"

VERIFICATION

The undersigned is an authorized agent of the Plaintiff and verifies that the facts and statements made herein are true and correct based upon my knowledge, information and belief, and is based upon and has been obtained from a review of the facts and information contained in the business records of the Plaintiff supplied to us by the Plaintiff. Counsel has signed the verification as a matter of time and convenience. The verification of the party will be provided if requested. The statements are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

Date: 11/3/05


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

Service # 1 of 1 Services

Sheriff Docket # 100986

FORD CREDIT t/d/b/a FAIRLANE CREDIT

Case # 05-1733-CD

vs.

KRISTI L. KEENER

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW December 02, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO KRISTI L. KEENER, DEFENDANT. DEFENDANT LIVES IN INDIANA COUNTY.

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	PATENAUDE	30898	10.00
SHERIFF HAWKINS	PATENAUDE	30898	35.34

Sworn to Before me This

So Answers,

____ Day of _____ 2005

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

FILED
014:00 B&W
DEC 02 2003
JW

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD CREDIT t/d/b/a)
FAIRLANE CREDIT,)
Plaintiff) NO. 05-1733-CD
v.)
KRISTI L. KEENER,)
Defendant.)

**COMPLAINT IN CIVIL
ACTION**

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

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

KEENER, KRISTI 2800.1900.wpd

NOV 07 2005

Attest.

William L. Brown
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD CREDIT t/d/b/a)	
FAIRLANE CREDIT,)	
)	NO.
Plaintiff)	
)	
v.)	
)	
KRISTI L. KEENER,)	
)	
Defendant.)	

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within TWENTY (20) DAYS after this Complaint and notice are served, by entering a written appearance personally or by attorney, and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any 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, 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. Meholic, Court Administrator
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)	NO.
FAIRLANE CREDIT,)	
)	
Plaintiff)	
v.)	
KRISTI L. KEENER,)	
)	
Defendant.)	

COMPLAINT IN CIVIL ACTION

AND NOW, comes Plaintiff, FORD CREDIT t/d/b/a FAIRLANE CREDIT, by and through its attorney, GREGGL 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 Fairlane Credit, is a corporation with offices at 575 East Swedesford Road, Suite 100, Wayne, Pennsylvania 19087.
2. Defendant is, Kristi L. Keener, an adult individual, who is believed to currently reside at 1321 Keener Road, Mahaffey, Pennsylvania 15757.
3. On or about November 6, 2001, 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 Credit t/d/b/a Fairlane Credit.
5. Pursuant to the terms of the Contract, Defendant was to make Sixty (60) payments of \$265.43 commencing on December 6, 2001.

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 and retake possession of the vehicle.

9. After calculating early termination charges due to Plaintiff, and proceeds from sale, if any, Plaintiff avers that a deficiency balance of \$8,565.81 is due from Defendant as of August 18, 2004.

10. The Defendant is entitled to credits in the amount of \$249.84.

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

12. Plaintiff avers that such attorney's fees will amount to \$2,300.00.

13. Despite repeated requests, 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 \$8,315.97, interest from the date of breach, reasonable attorney's fees in the amount of \$2,300.00 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:

Patenaude & Felix, A.P.C.

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

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all scheduled payments.	Total Sale Price The total cost of your purchase on credit, including your downpayment of \$ 3027.00.
11.99 %	\$ 3990.60	\$ 11935.20	\$ 15925.80	\$ 18952.80

Your Payment Schedule will be:

No. of Payments	Amount of Payments	When Payments Are Due
60	\$ 265.43	Monthly, beginning 12/06/2001
N/A	N/A	

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

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

Filing Fees: \$ 5.00

Late Charge: If a payment is late, you will be charged 2% of the portion of the payment which is late for each month, or part of a month greater than 10 days, that it remains unpaid.

See below and any other Contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

In this Contract D.C. SALES & SERVICE, INC.
we are the SELLER. P.O. BOX 245 RT. 32071 DIXONVILLE, PA 15734

You are the BUYER(S). KRISTI L KEENER 18041 HWY. NORTH P.O. BOX 271 DIXONVILLE, PA 15734

If there is more than one Buyer, each promises, separately and together, to pay all sums due us and to perform all agreements in this Contract.

TRADE-IN:

You have traded in the following vehicle: 99 CHEVY CAVILLER
Year and Make Series

Gross Allowance \$11500.00 Bill Owning \$11473.00 Net Trade-In \$ 27.00

If a balance is still owing on the vehicle you have traded in, the Seller will pay off this amount on your behalf. You warrant and represent to us that any trade-in is free from lien, claim, encumbrance or security interest, except as shown above as the amount "Still Owning."

PROPERTY INSURANCE: You may choose the person through whom insurance is obtained against loss or damage to the Vehicle and against liability arising out of use or ownership of the Vehicle. In this Contract, you are promising to insure the Vehicle and keep it insured.

CREDIT INSURANCE IS NOT REQUIRED: Credit Life Insurance and Credit Accidents & Health (Disability) insurance are not required to obtain credit, and will not be provided unless you sign below and agree to pay the additional costs. Please read the "NOTICE OF PROPOSED CREDIT INSURANCE" on the reverse side. Your insurance certificate or policy will tell you the MAXIMUM amount of insurance available. All insurance purchased will be for the term of the credit.

By signing, you select Single Credit Life Insurance. What is your
which costs \$ N/A age? N/A Years

By signing, you select Single Credit Accident & Health Insurance, which costs \$ N/A age? N/A Years

Signature of Buyer to be insured for Single Credit Life Insurance

By signing, you both select Joint Credit Life Insurance, which costs \$ N/A What are your ages?

By signing, you both select Joint Credit Accident & Health Insurance, which costs \$ N/A What are your ages? (to be insured)

1. _____ N/A

1. _____ N/A GREAT

2. _____ N/A

2. _____ N/A %

Signatures of both Buyers to be insured for Joint Credit Life Insurance

Signatures of both Buyers to be insured for Joint Credit Accident & Health Insurance

INSURER:

VEHICLE: You have agreed to purchase, under the terms of this Contract, the following motor vehicle and its extra equipment, which is called the "Vehicle" in this Contract.

N/U Year and Make Series Body Style No. Cyl. Truck/Ton Capacity Serial Number

1 99 CHEVY CAVILLER CPE 4 1G1JC1242X7322859
Equipped 20K A:XX P.S. XX AM-FM Stereo 5 Spd. Other PWR. SUNROOF, CD PLAYER
with XX A:XX P.W. AM-FM Tape Vinyl Top ALLOY WHEELS

ASSIGNEE: We may assign this Contract and Security Agreement to a sales finance company which is the "Assignee." If the Assignee assigns the Contract to a subsequent assignee, the term also refers to such subsequent assignee. After the Assignment, all rights and benefits of the Seller in this Contract and in the Security Agreement shall belong to, and be enforceable by, the Assignee. The Assignee will notify you when and if Seller makes an assignment.

CONTINENTAL AUTO RECEIVABLES, INC., 601 Holiday Drive, Pittsburgh, PA 15220

CO-SIGNER: Any person signing the Co-Signer's Agreement below promises separately and together with all Co-Signer(s) and Buyer(s), to pay all sums due and to perform all agreements in this Contract. Co-Signer will not be an Owner of the Vehicle.

CO-OWNER: Any person signing the Co-Owner's Security Agreement below gives us a security interest in the Vehicle and agrees separately and together with all Co-Owner(s) and Buyer(s), to perform all agreements in the Security Agreement and all other parts of this Contract except the "Promise to Pay" section.

TERMS: The terms shown in the boxes above are part of this Contract.

PROMISE TO PAY: You agree to pay us the Total Sale Price for the Vehicle by making the Total Downpayment and paying us the Amount Financed plus interest. You promise to make payments in accordance with the Payment Schedule. You promise to make payments on or before the same day of each month as the first payment due date. You agree to pay all other amounts which may become due under the terms of this Contract. You agree to pay all other costs or Assignee costs if you also agree to pay reasonable attorney's fees if Seller or Assignee hires an attorney to collect amounts due under this Contract or to protect or get possession of the Vehicle. You agree to make payments at the place or to send payments to the address which the Assignee most recently specifies in the written notice to you.

By signing below, we agree to sell the Vehicle to you under the terms of this Contract.

SELLER D.C. SALES & SERVICE, INC.

By: *Thomas Bruce* 11/06/01

SECURITY AGREEMENT: To secure the payment of all sums due and the performance of all required obligations under this Contract, you give a security interest in the Vehicle, in all parts (called "accessories") attached to the Vehicle at any later time, and in any proceeds of the Vehicle, including insurance proceeds. The Assignee may set-off any amounts due and unpaid under this Contract against any of your money on deposit with Assignee. This includes any money which is now or may in the future be deposited with Assignee by you. Assignee may do this without any prior notice to you.

ADDITIONAL TERMS AND CONDITIONS: THIS CONTRACT CONTINUES ON THE REVERSE SIDE. YOU ARE OBLIGATED TO ALL THE TERMS OF THE CONTRACT WHICH APPEAR ON THE FRONT AND REVERSE SIDES.

NOTICE TO BUYER—DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

BUYER: *Kristi L Keener* (SEAL) 11/06/01

Date

Date

CO-SIGNER: YOU SHOULD READ THE NOTICE TO CO-SIGNER, WHICH HAS BEEN GIVEN TO YOU ON A SEPARATE DOCUMENT, BEFORE SIGNING THE CO-SIGNERS AGREEMENT.

CO-SIGNER'S AGREEMENT: You, the person (or persons) signing below as "Co-Signer," promise to pay to us all sums due on this Contract and to perform all agreements in this Contract. You intend to be legally bound by all the terms of this Contract, personally and together, with the Buyer. You are making this promise to induce us to make this Contract with the Buyer, even though we will use the proceeds only for the Buyer's benefit. You agree to pay even though we may not have made any prior demand for payment on the Buyer or exercised our security interest. You also acknowledge receiving a completed copy of this Contract.

(SEAL) Co-Signer's Signature Address Date

(SEAL) Co-Signer's Signature Address Date

CO-OWNER'S SECURITY AGREEMENT: You, the person signing below as "Co-Owner," together with the Buyer or otherwise being all of the Owners of the Vehicle, give us a security interest in the Vehicle identified above. You agree to be bound by the terms of the Security Agreement and all other parts of this Contract except the "Promise to Pay" section. You are giving us a security interest to induce us to make this Contract with the Buyer, and to secure the payment by the Buyer of all sums due on this Contract. You will not be responsible for any deficiency which might be due after repossession and sale of the Vehicle.

(SEAL) Co-Owner's Signature Address Date

BUYER, CO-SIGNER AND CO-OWNER, AS APPLICABLE, ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS CONTRACT AT THE TIME OF SIGNING.

BUYER: *Kristi L Keener* BUYER: CO-SIGNER: CO-SIGNER OR CO-OWNER:

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

ADDITIONAL TERMS AND CONDITIONS

1. HOW THE TOTAL OF PAYMENTS IS COMPUTED: The Total of Payments is the sum of the Amount Financed and the Finance Charge. The Finance Charge consists solely of interest, computed daily on the outstanding balance of the Amount Financed. The Finance Charge shown on the front side has been computed by the assumption that we will receive all payments on their scheduled due dates.

2. COMPUTING INTEREST: We will charge interest on a daily basis on the outstanding balance subject to interest on each day of the loan term. The daily interest rate is equal to the Annual Percentage Rate divided by the number of days in that calendar year. Buyer agrees that because interest is calculated on a daily basis, late payments will result in additional interest (and, if applicable, a late charge). Early payments will result in less interest being charged. Early and/or late payments will cause the amount of the final payment to change.

3. LATE CHARGE: Buyer agrees to pay a late charge for any payment not made within 10 days after the due date. The late charge will be 7% per month on the unpaid amount of the payment due. We will consider any part of a month in excess of 10 days to be a full month. The late charge will be due when earned. No late charge will be due if the reason that the payment is late is because, after default, the entire outstanding balance on this Contract is due. No late charge will be due if the only reason that the payment is late is because of a late charge assessed on an earlier payment.

4. APPLICATION OF PAYMENTS: We will apply payments in the following order of priority: first to interest and then to late charges, fees, principal and any other amounts you owe in the order that we choose.

5. PREPAYMENT: You may prepay, in full or in part, the amount owed on this Contract at any time without penalty, if you prepay the Contract in part, you agree to continue to make regular scheduled payments until you pay all amounts due under this Contract. This will reduce the number of payments you will make.

1. WAIVERS: We and Assignee waive the right to treat any property as security for the repayment of this Contract, except for the Vehicle and the title security specifically mentioned in this Contract.

2. OWNERS OF BUYER, CO-SIGNER AND CO-OWNER: You agree to make all payments (or, before they are due without our having to ask, if you don't), we may enforce our rights without notifying you in advance. You give up any right you may have to require that we enforce our rights against other persons or property before we enforce our rights against you. You agree that we may give up our rights against some other person but not against you. You waive due diligence in collection and all defenses based on suretyship and imposition of collateral or security.

3. INTEREST AFTER MATURITY AND JUDGEMENT: Interest at the rate provided in this Contract shall continue to accrue on the unpaid balance until paid in full, even after maturity and/or after we get a judgment against you for the amounts due. This will apply even if the maturity occurs because of acceleration. If at any time interest as provided for in this paragraph is not permitted by law, interest shall accrue at the highest rate allowed by applicable law beginning at that time.

4. YOUR PROMISES ABOUT OUR SECURITY INTEREST: You will not permit anyone other than us to obtain a security interest or other rights in the Vehicle. You will not allow anything necessary for us to obtain or maintain our security interest in the Vehicle. You will assist us in having a security interest noted on the Certificate of Title to the Vehicle. You will sell the Vehicle only to us. If someone puts a lien on the Vehicle, you will pay the obligation and clear the lien.

5. YOUR PROMISES ABOUT THE VEHICLE: You will keep the Vehicle in good condition and repair. You will pay all taxes and charges on the Vehicle. You will pay all costs of maintaining the Vehicle. You will not abuse the Vehicle or permit anything to be done to the Vehicle which will reduce its value, other than for normal wear and use. You will not use the Vehicle for illegal purposes or for hire or lease. You will not move the Vehicle from your address shown on the front of this Contract to a new permanent place of garaging without notifying us in advance.

10. YOUR PROMISES ABOUT INSURANCE: You will keep the Vehicle insured against fire, theft and collision until all sums due are paid in full. The insurance coverage must be satisfactory to us and protect your interests and our interests at the time of any insured loss. The insurance must name us as "loss-payee" on the policy. The insurance must be written by an insurance company qualified to do business in Pennsylvania and licensed to sell insurance in the state where the Vehicle is permanently garaged. The insurance policy must provide us with at least ten (10) days prior written notice of any cancellation or reduction in coverage. On request, you shall deliver the policy or other evidence of insurance coverage to us. In the event of the loss or damage to the Vehicle, you will immediately notify us in writing and file a proof of loss with us.

11. OUR RIGHT TO FILE A PROOF OF LOSS: In the event of any loss or damage to the Vehicle, if we fail or refuse to file a claim or proof of loss with the insurance company, you agree that the Seller, Assignee, any subsequent assignee, or any authorized employee of them ("we") may file a proof of loss with the insurance company, in your name and acting as your agent, with respect to the insured claim. You agree that you do not have the right to, and will not, revoke the power you have given us to make your endorsement. You agree that we may exercise this power for our benefit and not for your benefit, except as provided in this Contract and by law.

12. USE OF PROCESSIONS: We will apply any insurance proceeds we receive to repair or replace the Vehicle. We will repair the Vehicle, if it is economically feasible and you are not then in default of this Contract. Otherwise, we will apply the insurance proceeds to reduce the unpaid balance due us. After the balance due us is paid, any excess will belong to you.

13. OUR RIGHTS IF YOU BREAK YOUR PROMISES ABOUT THE SECURITY INTEREST, VEHICLE OR INSURANCE: If you fail to keep your promises to pay filing fees, taxes, liens or the costs necessary to keep the Vehicle in good condition and repair, we may advance

any money you promised to pay. If you fail to keep your promises about required insurance, we may advance money to obtain insurance to cover loss or damage to the Vehicle. We have the choice of whether we will advance any money for these purposes. Such insurance will be limited to an amount not greater than you owe on this Contract. THE INSURANCE WE PURCHASE MAY BE SIGNIFICANTLY MORE EXPENSIVE AND PROVIDE YOU LESS COVERAGE THAN INSURANCE YOU COULD PURCHASE YOURSELF.

We will add any money we advance on your behalf to the balance on which we impose Finance Charges at the Annual Percentage Rate of this Contract. You agree to repay the money advanced as we alone may specify: (i) immediately on demand, or (ii) along with your monthly payments. If we choose to allow you to repay the money advanced along with your monthly payments, we can choose the amount of these payments and how long you have to repay. If any of our rights listed in this paragraph is not permitted by law, we will have the sole rights mentioned. Our payments on your behalf will not cure your default in this Contract.

12. DEFAULT: In this paragraph "you" means the Buyer, Co-Signer and Co-Owner, or any one of them. You will be in "Default" of this Contract if any one or more of the following things happen:

- You do not make any payment on or before it is due;
- You do not keep any promise you made in this Contract;
- You do not keep any promise you made in another contract, note, loan or agreement with Seller or Assignee;
- You made any untrue statement in the credit application for this Contract;
- You committed any forgery in connection with the Contract;
- You die, are convicted of a crime involving fraud or dishonesty, or are found by a court with jurisdiction to do so to be incapacitated;
- You file bankruptcy or insolvency proceedings, or anyone files bankruptcy or insolvency proceedings against you;
- You take the Vehicle outside the United States or Canada without our written consent;
- You use the Vehicle or allow someone else to use it in a way that causes it not to be covered by your insurance;
- You do something that causes the Vehicle to be subject to confiscation by government authorities;
- The Vehicle is lost, stolen, destroyed or damaged beyond economical repair, and not fixed or found within a reasonable time; or
- Another creditor tries to take the Vehicle or your money on deposit with Assignee by legal process.

13. OUR RIGHTS IF YOU ARE IN DEFAULT OF THIS CONTRACT: If you are in Default of the Contract, we may enforce our rights according to law. We may also do the things specifically mentioned in this Contract. We may do one of these things and at the same time or later do another. Some of the things we may do are the following:

- ACCELERATION:** We can demand that you pay us the entire unpaid balance owing on the Contract and all unpaid Finance Charges and other money due. You agree that you will pay this money to us in one single payment immediately upon receiving our demand.
- REPOSSESSION:** We can repossess the Vehicle, unless prohibited by law. We can do this ourselves, have a qualified person do it for us, or have a government official (by replacement) do it for us. You agree that we can peaceably come on to your property to do this. We may take any other things found in the Vehicle, but will return these things to you if you ask. If you want these things back, you agree to ask us in a letter sent to us by certified mail within 24 hours. If you do not send us this letter, you give up any claim to these things. You agree that we may use your license plates in repossessing the Vehicle and taking it to a place for storage.
- VOLUNTARY DELIVERY:** We can ask you to give us the Vehicle at a reasonably convenient place. You agree to give us the Vehicle if we ask.
- DELAY IN ENFORCEMENT:** We can delay enforcing our rights under this Contract without losing any rights.

14. SOME THINGS YOU SHOULD KNOW IF WE REPOSSESS THE VEHICLE: If we repossess without using a government official (by replacement):

- NOTICE:** We will send you a Notice of Repossession to your last address we know about. This Notice will tell you how to get back (redem) the Vehicle. You will NOT have the right to repossess the Contract. You will have to pay the total balance on the Contract and all other amounts due. You may not get the Vehicle back by paying delinquent installments. This Notice will tell you other information required by law.
- DEBTORSHIP:** You have the right to buy back (redeem) the Vehicle within 15 days of the mailing of the Notice and at any later time before we sell the Vehicle. If you do not redeem, you give up all claim to the Vehicle.
- SALE:** If you don't redeem, we will sell the Vehicle. The money received at sale will be used to pay costs and expenses you owe, and then to pay the amount you owe on the Contract.

15. SURPLUS OR DEFICIENCY: If there is money left, we will pay it to the Buyer. If there is not enough money from the sale to pay what you owe, Buyer and Co-Signer agree to pay what is still owed to us.

- EXPENSES:** You agree to pay the costs of repossessing, storing, repairing, preparing for sale and selling the Vehicle as may be allowed by law. These costs will only be due if:
 - Default exceeds fifteen (15) days at the time of repossession;
 - The amount of costs are actual, necessary and reasonable; and
 - We can prove the costs were paid.

16. HEIRS AND PERSONAL REPRESENTATIVES BOUND: After your death, this Contract shall be enforceable against your heirs and personal representatives of your estate.

17. GOVERNING LAW: This Contract is to be interpreted according to the law of Pennsylvania.

18. SEVERABILITY OF PROVISIONS: If for any reason any part of this Contract shall become illegal, void or unenforceable, that part shall not be a part of this Contract.

19. ASSIGNMENT BY BUYER: Buyer shall not assign this Contract.

20. THERE ARE NO WARRANTIES BY SELLER, EXRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, UNLESS WE HAVE GIVEN YOU A SEPARATE WRITTEN WARRANTY.

Buyer's Guide Window Sticker. If the Car which is described on the face of this Contract has a Buyer's Guide Window Sticker required by the Federal Trade Commission Used Car Trade Regulation Rule, the following notice applies:

The information you see on the window form for this Vehicle is part of this Contract. Information on the window form overrides any contrary provisions in the contract of sale.

NOTICE—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.

NOTICE OF PROPOSED CREDIT INSURANCE

The signer(s) of this Contract hereby (s)he(s) notice that Group Credit Life Insurance coverage or Group Credit Accident and Disability Insurance coverage will be applicable to this Contract. If so marked on the front of this Contract, and each such type of coverage will be written by the insurance company named. This insurance, subject to acceptance by the Seller, covers only the person or persons signing the request for such insurance. The amount of coverage is indicated for each type of Credit Insurance to be purchased. The term of coverage will commence as of the date the indebtedness is incurred and will expire on the original scheduled maturity date of the indebtedness. Subject to acceptance by the insurer and within 30 days, there will be delivered to the insured debtor(s) a certificate of insurance more fully describing the insurance. In the event of prepayment of the indebtedness, a refund of insurance charges will be made when due.

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION.

THE PROVISION BELOW IS NOT PART OF THE PENNSYLVANIA MOTOR VEHICLE INSTALLMENT SALE CONTRACT BETWEEN THE BUYER AND SELLER.

ASSIGNMENT

(Name)

To purchase the vehicle Contract, the Seller hereby warrants and represents, and continues to warrant and represent that: the sale has been made in strict conformity with all applicable federal, state and local laws, regulations, including, but not limited to, Article 2 of the Pennsylvania Uniform Commercial Code (13 Pa. C.S.A. §52101 et seq.); our title to the Contract and the Vehicle covered thereby is absolute, free of all liens, encumbrances and security interests, and is subject only to the rights of the Buyer as set forth therein; the Contract is genuine, the signatures thereon are not forged, arise from the sale of the Vehicle the ein described, and all parties thereto are of full age and capacity to contract; the description of the Vehicle and extra equipment is complete and correct; the cash downpayment and/or trade-in allowance were actually received and no part thereof consisted of notes, post-dated checks, other credit advanced by us to Buyer or rebates or similar payments from us to the Buyer; (hereinafter "monetary rebates") may constitute all or a part of the downpayment; all warranties and statements therein are true; there is owing thereon the amount financed plus interest at the Annual Percentage Rate of the Contract set forth therein; we are duly licensed under the Pennsylvania Motor Vehicle Sales Finance Act and have duly complied with all requirements thereof with respect to the transaction and with the federal Truth-in-Lending Act and with any other federal or state law, rule or regulation applicable to the Contract; a motor vehicle title certificate showing a lien or encumbrance in favor of Assignee has been or will be applied for promptly; the registration of the Vehicle has not been suspended and the Seller knows of no facts which may result in the suspension of said registration under the Pennsylvania Motor Vehicle Financial Responsibility Act; the Buyer(s) named in the within Contract is (are) personally known to the Seller to be the same individual person(s) whose signature(s) is (are) affixed to this Contract; and Seller has knowledge of no facts impairing the validity or value of the signature(s); if a third party signs the Contract, the amount owing interest computed as set forth below, such remedy shall be cumulative and not exclusive, and shall not affect any other right or remedy that Assignee might have at law or in equity against Seller. In the event that Buyer fails or refuses to make any payment due thereunder on the assertion, either oral or written, that the Vehicle is defective, Seller, at Seller's option, will repurchase the Contract from Assignee and pay Assignee for same or a service agreement of Seller's manufacturer. Seller agrees that, during his/her or Assignee's ownership of the Vehicle, Seller will not hold Assignee harmless from any claims of Buyer, including attorneys' fees, costs and expenses incurred in defending against claims asserted by Buyer and including claims for refund payments made by Buyer to Assignee. If the Seller contracts to purchase property insurance on behalf of the Buyer, and that insurance is canceled by the insurance company prior to its scheduled expiration date, Seller will attempt to place comparable coverage with another insurance company on behalf of the Buyer. If Seller is unable to do so, Seller will notify Buyer and pay to Buyer any additional cost incurred by the Buyer in obtaining replacement insurance for the unexpired period of the original insurance policy.

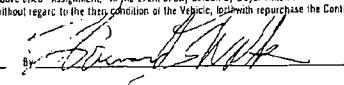
By signing and dating the Contract, as Seller, by executing the Contract and accepting payment for it, Seller authorizes the Assignee to act as the Seller's agent for the purpose of claiming and collecting the identification of the Assignee in this Assignment to reflect the true Assignee who purchased the Contract and/or for the purpose of signing Seller's name to this Assignment, without recourse. The Assignment is delivered without the Seller's signature. Assignee may exercise the powers given in this paragraph for the benefit of the Assignee and not for the benefit of the Seller. Seller does not have the right to, and agrees not to, revoke the power given in this paragraph.

In the event that Seller is required by this Assignment to repurchase the Contract and/or Vehicle, Seller shall pay to Assignee, in cash, the full unpaid balance of the Contract as of the date of repurchase, plus any then earned Finance Charge and any and all costs and expenses paid or incurred by Assignee in respect thereto, including reasonable attorneys' fees, less any amount owing interest computed as set forth below.

Cl WITH FULL REPURCHASE—Seller agrees that, in addition to the paragraph above titled "Assignment," in the event of default by Buyer in the full payment on the due date thereof of any installment payable under the Contract or in the prompt performance of any other obligation to be performed under it by Contract by Buyer, Seller will, on demand by Assignee, forthwith repurchase the Contract from Assignee for a repurchase price, in cash, computed as set forth above.

Cl WITH FULL REPURCHASE—Seller agrees that, in addition to the provisions of the paragraph above titled "Assignment," in the event of any default by Buyer which shall entitle Assignee to repossess the Contract and the Vehicle, Seller will, if the Vehicle is repossessed by Assignee and delivered to Seller, and without regard to the then condition of the Vehicle, forthwith repurchase the Contract and the Vehicle from Assignee for a repurchase price, in cash, computed as set forth above.

By signing below, we agree to the terms of this Assignment.

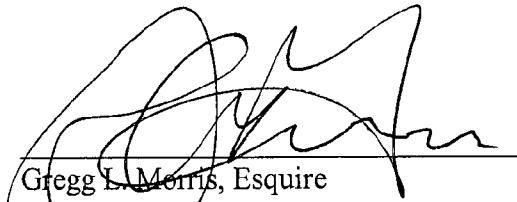
Seller: C. Sales & Service  Date: 11/6/01

PA CONSUMER FSA PA 21-SLC (Rev. 11/00)

VERIFICATION

The undersigned is an authorized agent of the Plaintiff and verifies that the facts and statements made herein are true and correct based upon my knowledge, information and belief, and is based upon and has been obtained from a review of the facts and information contained in the business records of the Plaintiff supplied to us by the Plaintiff. Counsel has signed the verification as a matter of time and convenience. The verification of the party will be provided if requested. The statements are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

Date: 11/3/05



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

DOCKET # 101048
NO: 05-1733-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: FORD CREDIT t/d/b/a FAIRLANE CREDIT
vs.
DEFENDANT: KRISTI L. KEENER

SHERIFF RETURN

NOW, December 02, 2005, SHERIFF OF INDIANA COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON KRISTI L. KEENER.

NOW, December 06, 2005 AT 1:37 PM SERVED THE WITHIN COMPLAINT ON KRISTI L. KEENER, DEFENDANT. THE RETURN OF INDIANA COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

FILED
09/01/06
MAR 08 2006
WM

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101048
NO: 05-1733-CD
SERVICES 1
COMPLAINT

PLAINTIFF: FORD CREDIT t/d/b/a FAIRLANE CREDIT
vs.
DEFENDANT: KRISTI L. KEENER

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PATENAUME	30997	10.00
SHERIFF HAWKINS	PATENAUME	30997	21.00
INDIANA CO.	PATENAUME	30998	100.00

Sworn to Before Me This

So Answers,

____ Day of _____ 2006


Chester A. Hawkins
Sheriff

10/10/05

INDIANA COUNTY SHERIFF'S OFFICE

PLAINTIFF FORD CREDIT T FAIRLANE CRE **date received:** 12/1/05 **status:** C

VS **case number:** 051733CD

DEFENDANT KEENER KRISTI L **paper type:** COMPLAINT

ATTORNEY'S NAME CLEARFIELD COUNTY SHERIFF **LAST DAY OF SERVICE** 1/1/06

ATTORNEY'S ADDRESS: **# of services:** 1

ADVANCE CHARGED: \$100.00

RECEIVING DOCKETING: \$9.00 **SURCHARGE:** \$0.00

FOUND SERVICE: \$9.00 **NOTARY FEE:** \$5.00

NOT FOUND: \$0.00 **MILEAGE:** \$77.00

ADDITIONAL DEFENDANTS SERVED: \$0.00 **POSTAGE:** \$0.00

DEPUTIZATION: \$0.00

TOTAL COSTS: \$100.00

REFUND DUE: \$0.00

RETURN OF SERVICE:

NOW 12/6/05 AT 1:37PM SERVED KRISTI KEENER BY HANDING TO TOM

MASON, PIC AT 1085 TIPPERARY RD NORTHERN CAMBRIA PA-SNYDER

SWORN AND SUBSCRIBED BEFORE ME
THIS 12 DAY OF DEC 2005

Loretta Wissinger

NOTARIAL SEAL
LOHETTA J. WISSINGER, NOTARY PUBLIC
INDIANA, INDIANA CO
MY COMMISSION EXPIRES MARCH 6, 2006

Robert E. Fyock

ROBERT E. FYOCK, SHERIFF
BY: *Robert Snyder*
DEPUTY ROBERT SNYDER

FILED

MAR 08 2006

William A. Shaw
Prothonotary/Clerk of Courts



GREGG L. MORRIS, ESQ.
PATENAUDA & FELIX, A.P.C.
213 E. MAIN STREET
CARNEGIE, PA 15106
(412) 429-7675
FACSIMILE (412) 429-7679
PA ID#69006

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD CREDIT t/d/b/a FAIRLANE)
CREDIT)
) NO. 05-1733-CD
 Plaintiff,)
)
 v.)
)
 KRISTI L KEENER ,)
)
 Defendant(s).)

**P R A E C I P E F O R
D E F A U L T J U D G M E N T**

Filed on behalf of:
FORD CREDIT t/d/b/a FAIRLANE 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
Carnegie, PA 15106
(412) 429-7675

FILED

Pa
MAR 29 2006

4/3/06
William A. Shaw
Prothonotary/Clerk of Courts

*sent w/writ to
DEPT. AT BOTH
ADDRESS*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD CREDIT t/d/b/a FAIRLANE)
CREDIT,)
Plaintiff) NO. 05-1733-CD
v.)
KRISTI L KEENER ,)
Defendant(s))

PLAINTIFF'S PRAECIPE FOR DEFAULT JUDGMENT

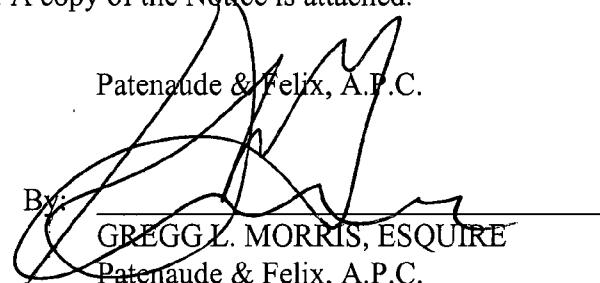
TO: PROTHONOTARY

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

Amount claimed in Complaint	\$8,315.97
Interest from August 19, 2004	\$1,578.71
Attorney's fees	<u>\$2,300.00</u>
TOTAL	\$12,194.68

With continuing interest on the principal amount of \$12,194.68, 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 Defendant(s) and Defendant(s) 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.

By: 
GREGG L. MORRIS, ESQUIRE
Paterno & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

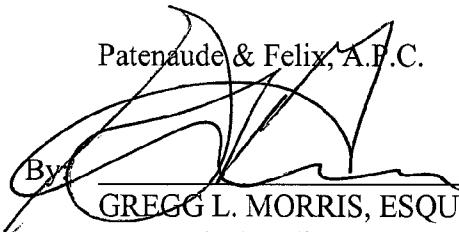
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD CREDIT t/d/b/a FAIRLANE)
CREDIT,)
Plaintiff) NO. 05-1733-CD
v.)
KRISTI L KEENER,)
Defendant(s))

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

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY)

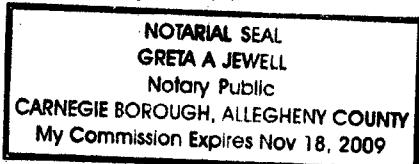
Before me, the undersigned authority, a Notary Public in and for said County and State, Personally appeared Gregg L. Morris, Attorney for and authorized representative of Plaintiff, who being duly sworn according to law, deposes and states that the Defendant(s), KRISTI L KEENER, is not in the military 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.

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

Sworn to and subscribed before me
this 24th day of March 2006,

Gregg L. Morris

Notary Public



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD CREDIT t/d/b/a)
FAIRLANE CREDIT,)
Plaintiff) NO. 05-1733-CD
v.)
KRISTI L. KEENER,)
Defendant.)

IMPORTANT NOTICE

Filed on behalf of:
Ford Credit t/d/b/a Fairlane
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)
FAIRLANE CREDIT,)
Plaintiff) NO. 05-1733-CD
v.)
KRISTI L. KEENER,)
Defendant.)

To: Kristi L. Keener
1321 Keener Rd.
Mahaffey, PA 15757 Kristi L. Keener
1085 Tipperary Rd.
Northern Cambria, PA 15714

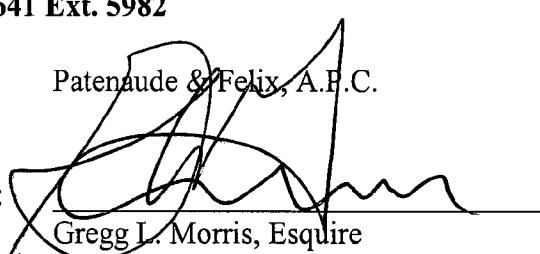
Date of Notice: March 14, 2006

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. Meholic, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641 Ext. 5982

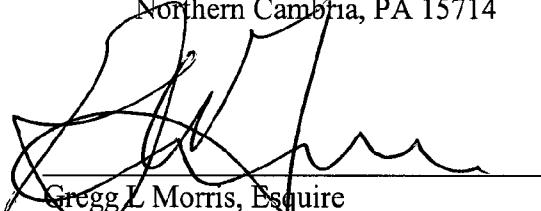
By: 
Gregg L. Morris, Esquire
Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

I, Gregg L Morris, attorney for Plaintiff, Ford Credit t/d/b/a Fairlane 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:

Kristi L. Keener
1321 Keener Rd.
Mahaffey, PA 15757

Kristi L. Keener
1085 Tipperary Rd.
Northern Cambria, PA 15714

Date: March 14, 2006


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

GREGG L. MORRIS, ESQ.
PATENAUDA & FELIX, A.P.C.
213 E. MAIN STREET
CARNEGIE, PA 15106
(412) 429-7675
FACSIMILE (412) 429-7679
PA ID#69006

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD CREDIT t/d/b/a FAIRLANE)
CREDIT)
) NO. 05-1733-CD
Plaintiff,)
)
v.)
)
KRISTI L KEENER ,)
)
Defendant(s).)

**NOTICE OF ORDER,
DECREE OR JUDGMENT**

Filed on behalf of:
FORD CREDIT t/d/b/a FAIRLANE 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
Carnegie, PA 15106
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

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 MARCH 29, 2006.

(X) Judgment in the amount of \$12,194.68, plus cost.

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 Allen
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