

06-120-CD
Great Seneca Fin. Corp. vs William

Great Seneca et al vs William Clutter
2006-120-CD

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

GREAT SENECA FINANCIAL CORP.,
A MARYLAND CORPORATION
ASSIGNEE OF HOUSEHOLD AUTOMOTIVE
FINANCE CORP.,
(Plaintiff)

P.O. BOX 1651
(Street Address)
ROCKVILLE, MD 20849
(City, State ZIP)

CIVIL ACTION

No. 06-120-CJ
Type of Case: CIVIL-CONTRACT
Type of Pleading: COMPLAINT

VS.

WILLIAM E. CLUTTER
(Defendant)

1157 ANSONVILLE ROAD
(Street Address)
IRVONA, PA 16656-9031
(City, State ZIP)

Filed on Behalf of:

PLAINTIFF
(Plaintiff/Defendant)

FILED *Atty pd.*
M. 1/25/06 85.00
JAN 25 2006
W. A. Shaw
William A. Shaw
Prothonotary/Clerk of Courts

WOLPOFF & ABRAMSON LLP
(Filed by)

4660 TRINDLE RD - SUITE 300
(Address)
CAMP HILL, PA 17011
(Phone)

Gel
(Signature)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREAT SENECA FINANCIAL CORP.,	:	NO.
A MARYLAND CORPORATION,	:	
ASSIGNEE OF HOUSEHOLD AUTOMOTIVE	:	
FINANCE CORP.,	:	
PLAINTIFF	:	
vs.	:	CIVIL ACTION – LAW
WILLIAM E. CLUTTER,	:	
DEFENDANT	:	

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice is 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 document, or for any other claim or relief requested by the Plaintiff. You may lose money or property or other right 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 TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

NOTICIA

Le han demandado a usted en la corte. Si usted quiere defensas de esas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Usted debe presentar una apariencia escrita o en persona o por abogado y archivar en la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Se agradece que si usted no se defienda, la corte tomará medidas y pedirá entrar una orden contra usted sin previo aviso o notificación y por cualquier queja o alivio que es pedido en la petición de demanda. Usted puede perder dinero o sus propiedades o otros derechos importantes para usted.

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

David S. Meholic, Court Administrator
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830
(814) 765-2641, Ext. 5982

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREAT SENECA FINANCIAL CORP., A MARYLAND CORPORATION, ASSIGNEE OF HOUSEHOLD AUTOMOTIVE FINANCE CORP.,	:	NO.
	:	
PLAINTIFF	:	
	:	
vs.	:	CIVIL ACTION – LAW
	:	
WILLIAM E. CLUTTER, DEFENDANT	:	

COMPLAINT

AND NOW, comes the Plaintiff, by and through its attorneys, and the law firm of Wolpoff & Abramson, L.L.P., and files the within Complaint and in support avers as follows:

1. Plaintiff, GREAT SENECA FINANCIAL CORP., A MARYLAND CORPORATION, ASSIGNEE OF HOUSEHOLD AUTOMOTIVE CORP, is a corporation doing business within the Commonwealth of Pennsylvania and the other states of the United States, with its principal offices located at P.O. Box 1651, Rockville, MD 20849.
2. Defendant, WILLIAM E. CLUTTER, is an adult individual with a last known address of 1157 Ansonville Road, Irvona, Clearfield County, PA 16656-9031.
3. On May 28, 1999, Plaintiff's assignor and Defendant entered into a written automobile loan agreement under which Plaintiff's assignor financed for Defendant Sixteen Thousand Seven Hundred Sixty-Four and 60/100 (\$16,764.60) Dollars. A copy of the sales contract is attached hereto as Exhibit "A."
4. By the terms of the sales contract, Defendant agreed to make total payments in the amount of Twenty-Seven Thousand Four Hundred Twenty-One and 20/100 (\$27,421.20) Dollars, which payments were due, through sixty (60) consecutive

monthly payments of Four Hundred Fifty-Seven and 02/100 (\$457.02) Dollars, the first payment being due on July 12, 1999.

5. Defendant is in default of the sales contract by his failure to make any of the agreed upon payments since August 5, 2004.

6. The automobile was rightfully repossessed and sold at auction on August 2, 2004. The net sale price was One Thousand Two Hundred Fifty-Two and 00/100 (\$1,252.00) Dollars. A copy of the auction receipt is attached hereto as Exhibit "B."

7. Defendant's account was credited for the amount received for the automobile at auction.

8. The balance due under the contract is Six Thousand Eight Hundred Twenty-Four and 44/100 (\$6,824.44) Dollars, including interest.

9. Plaintiff also claims reasonable attorney fees of One Thousand Two Hundred Twelve and 06/100 (\$1,212.06) Dollars which are payable under the terms of the contract and Pennsylvania law.

10. Any and all conditions precedent to the bringing of this action have been performed by Plaintiff.

11. The amount in controversy is within the jurisdictional amount requiring compulsory arbitration.

WHEREFORE, Plaintiff, GREAT SENECA FINANCIAL CORP., A MARYLAND CORPORATION, ASSIGNEE OF HOUSEHOLD AUTOMOTIVE Finance Corp., respectfully requests this Honorable Court enter judgment in favor of Plaintiff and against Defendant, WILLIAM E. CLUTTER, in the amount of Six Thousand Eight Hundred Twenty-Four and 44/100 (\$6,824.44) Dollars, including interest, reasonable attorney fees in the amount of One Thousand Two Hundred Twelve and 06/100 (\$1,212.06) Dollars, plus costs of this action and such other relief as the Court deems proper and just.

Respectfully submitted,

Cole
Amy F. Doyle, Esquire ID No. 87062
Daniel F. Wolfson, Esquire ID No. 20617
Philip C. Warholic, Esquire ID No. 86341
Andrew C. Spears, Esquire ID No. 87737
David R. Galloway, Esquire ID No. 87326
Tonilyn M. Chippie, Esquire ID No. 87852
Wolpoff & Abramson, LLP
Attorneys in the Practice of Debt Collection
4660 Trindle Road, 3rd Floor
Camp Hill, PA 17011
(717) 303-6700
Counsel for Plaintiff

VERIFICATION

The undersigned hereby states that he/she is the attorney for the Plaintiff, GREAT SENECA FINANCIAL CORP., A MARYLAND CORPORATION, ASSIGNEE OF HOUSEHOLD AUTOMOTIVE FINANCE CORP., who is located outside of this jurisdiction and in order to file the within document in an expedient and timely manner, he/she is authorized to take this verification on behalf of said Plaintiff in the within action and verifies that the statements made in the foregoing Complaint are true and correct to the best of his/her knowledge, information, and belief, based upon information provided by the Plaintiff.

The undersigned understands that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

Date

1/10/01

Ge
Amy F. Doyle, Esquire ID No. 87062
Daniel F. Wolfson, Esquire ID No. 20617
Philip C. Warholic, Esquire ID No. 86341
Andrew C. Spears, Esquire ID No. 87737
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Wolpoff & Abramson, LLP
Attorneys in the Practice of Debt Collection
4660 Trindle Road, 3rd Floor
Camp Hill, PA 17011
(717) 303-6700
Counsel for Plaintiff

LAW OFFICES
WOLPOFF & ABRAMSON, L.L.P.
*ATTORNEYS IN THE PRACTICE
OF DEBT COLLECTION*
4660 TRINDE ROAD
THIRD FLOOR
CAMP HILL, PA 17011
717-303-6700

EXHIBIT "A"

First Commonwealth Bank

COMPLETE ALL INFORMATION

Dealer Credit Application

DEALER	Date	Submitted by	Phone:	Term of Contract
Stocker Chevrolet Stan 841-233-4905 Mo				
YEAR	#CYL	MAKE		
USED <input type="checkbox"/>				
MODEL	MILEAGE			
VIN				
1 - AIR CONDITIONING <input type="checkbox"/>	2 - AUTO <input type="checkbox"/>	3 - SUNROOF <input type="checkbox"/>	4 - CD <input type="checkbox"/>	5 - TAPE <input type="checkbox"/>
6 - CRUISE <input type="checkbox"/>	7 - POWER WINDOWS <input type="checkbox"/>	8 - POWER SEATS <input type="checkbox"/>		
9 - FOUR WHEEL DRIVE <input type="checkbox"/>	10 - MANUAL TRANS. <input type="checkbox"/>	11 - ALUMINUM WHEELS <input type="checkbox"/>		
OTHER (DESCRIBE):				
TRADE IN	LEIN HOLDER	CAP COST	RESIDUAL	LEASE PMT
YEAR	MAKE	TRADE ALLOW	PAYOFF	EST ANN MILEAGE

INSTRUCTIONS: Complete Section 1 and 2. DO NOT complete Section 3 unless directions below in A and/or B apply.

FIRST, MIDDLE INITIAL, LAST NAME OF APPLICANT	DATE OF BIRTH	NO. OF DEPENDENTS	SOCIAL SECURITY NUMBER
William E Clutter	10/28/63	1	115419095
HOME ADDRESS - NO AND STREET	CITY, TOWN	APT. NO.	HOME TELEPHONE NO.
KDI Box 50-A	IRVING	814	672-5592
CENTERFIELD	PA	16656	30
PREVIOUS HOME ADDRESS	YEARS THERE	SECOND PREVIOUS ADDRESS	YEARS THERE
FIRM NAME OR EMPLOYER	TELEPHONE NO.	POSITION	MO. INCOME
Penn Insurance Inc	814-539-8781	President	\$3500
BUSINESS ADDRESS NO AND STREET	CITY	STATE	ZIP CODE
415 HAY AVE	Johnstown	PA	15907
NAME AND ADDRESS OF PREVIOUS EMPLOYER	YEARS THERE	POSITION	YEARS
OTHER INCOME (GIVE SOURCE) Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying the obligation.			
CHECKING ACCOUNT, NAME OF BANK AND ADDRESS	ACCOUNT NO.	SAVINGS ACCOUNT, NAME OF BANK AND ADDRESS	ACCOUNT NO.
NAME AND ADDRESS OF A CLOSE RELATIVE NOT LIVING WITH YOU	RELATIONSHIP		
Richard Snyder Father Member A			

A - If you are applying for a joint account with another person, provide information in Section 3 and 4 about the joint applicant.
 B - If you are applying for an individual account, but are relying on income from alimony, child support or separate maintenance or on the income or assets of another person as the basis for repayment of the credit requested, provide information in Section 3 about the person on whose alimony, support, or income or assets you are relying.

NOTE: COMPLETE INFORMATION IS REQUIRED TO PROCESS THIS APPLICATION. IF NECESSARY ATTACH ADDITIONAL SHEETS. LIST ALL DEBTS.

TYPE OF OBLIGATION	NAME OF CREDITOR	MONTHLY PAYMENT	PRESENT BALANCE	TYPE OF OBLIGATION	NAME OF CREDITOR	MONTHLY PAYMENT	PRESENT BALANCE
MORTGAGE RENT	Sheldy Clutter	100		AUTO LOAN			
SECOND MORTGAGE	Art of Agreement			OTHER			

DO NOT COMPLETE THIS SECTION UNLESS YOU HAVE DETERMINED THAT DIRECTIONS "A" AND/OR "B" APPLY. LIST ALL DEBTS.

FIRST, MIDDLE INITIAL, LAST NAME OF APPLICANT	DATE OF BIRTH	NO. OF DEPENDENTS	SOCIAL SECURITY NUMBER
William E Clutter	10/28/63	1	115419095
HOME ADDRESS - NO AND STREET	CITY, TOWN	APT. NO.	HOME TELEPHONE NO.
KDI Box 50-A	IRVING	814	672-5592
COUNTY	STATE	ZIP CODE	YEARS THERE
PREVIOUS HOME ADDRESS	YEARS THERE	SECOND PREVIOUS ADDRESS	YEARS THERE
FIRM NAME OR EMPLOYER	TELEPHONE NO.	POSITION	MO. INCOME
Penn Insurance Inc	814-539-8781	President	\$3500
BUSINESS ADDRESS NO AND STREET	CITY	STATE	ZIP CODE
415 HAY AVE	Johnstown	PA	15907
NAME AND ADDRESS OF PREVIOUS EMPLOYER	YEARS THERE	POSITION	YEARS
OTHER INCOME (GIVE SOURCE) Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.			
CHECKING ACCOUNT, NAME OF BANK AND ADDRESS	ACCOUNT NO.	SAVINGS ACCOUNT, NAME OF BANK AND ADDRESS	ACCOUNT NO.
NAME AND ADDRESS OF A CLOSE RELATIVE NOT LIVING WITH YOU	RELATIONSHIP		
Richard Snyder Father Member A			

TYPE OF OBLIGATION	NAME OF CREDITOR	MONTHLY PAYMENT	PRESENT BALANCE	TYPE OF OBLIGATION	NAME OF CREDITOR	MONTHLY PAYMENT	PRESENT BALANCE
MORTGAGE RENT				AUTO LOAN			
SECOND MORTGAGE				OTHER			

DESIRED DATE OF MONTHLY PAYMENT

Every statement I have made in this application is true and correct and has been made by me with the understanding that you will rely on it. I agree that if anything arises which changes any of the statements I have made, I will promptly tell you. You may exchange credit information about me with others. You may request a credit report on me and if I ask, you will tell me the name and address of the consumer reporting agency that furnished it. If you update, renew or extend my loan, you may request a new credit report without telling me. NOTE: By signing this application, you will authorize both above dealer and Lender named above, to whom your Contract may be assigned, to check your credit.

READ & SIGN

JOINT APPLICANT
FINANCIAL STATEMENT

William E Clutter

SIGNATURE OF APPLICANT

SIGNATURE OF JOINT APPLICANT, IF APPLICABLE

PENNSYLVANIA
MOTOR VEHICLE INSTALLMENT SALE CONTRACT,

Dated MAY 28th

99

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 \$ <u>3800.00</u>
<u>20.95</u> %	\$ <u>10656.60</u>	\$ <u>16764.60</u>	\$ <u>27421.20</u>	\$ <u>31221.20</u>

Your Payment Schedule will be:

No. of Payments	Amount of Payments	When Payments Are Due
<u>60</u>	\$ <u>457.02</u>	Monthly, beginning <u>07/12/1999</u>

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. e means estimate

In this Contract
we are

the SELLER. STOCKER CHEVROLET INC 701 PENNER PIKE STATE COLLEGE PA 16801

Name _____ Address _____ Zip Code _____

You are
the BUYER(S). WILLIAM E CLUTTER RD1 BOX 50-8 IRVONA PA 16656

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: 1988 FORD TRUCK 1 F T C R 1 5 T 8 J P B 9 1 3 3 3
Year and Make _____ Description _____

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 in the Itemization of Amount Financed as the "Lien Payoff."

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 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, What is your
which costs \$ N/A age: _____ Years

By signing, you select Single Credit Accident &
Health Insurance, which costs \$ N/A age: _____ 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. _____

1. _____ %

2. _____

2. _____ %

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 Top Capacity	Serial Number
USED	<u>1995 FORD F150 4X4</u>					<u>1FTEF14N9SNB6999</u>
Equipped with	<u>A.T. P.S. AM-FM Stereo</u>	<u>5 Spd.</u>	<u>Other</u>			
	<u>A.C. P.W. AM-FM Tape</u>	<u>Vinyl Top</u>				

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.

FIRST COMMONWEALTH BANK

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 Cash Downpayment and assigning the Trade-In, if shown above, on or before the date of this Contract, 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 the Seller or Assignee costs of suit. You also agree to pay reasonable attorneys' 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: STOCKER CHEVROLET INC
BY: William E Clutter

05/28/1999
Date

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 "accessions") 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: William E Clutter (SEAL) 05/28/1999
Date

BUYER: _____ (SEAL) _____ Date

Household

Assignment Agreement

This Assignment is attached to and expressly made a part of that certain Motor Vehicle Retail Installment Contract (the "Contract") dated 5-28-99 by and between:

Seller (Dealership)

Stocker Chevrolet Inc

Buyer(s)

William E Clottek

It is expressly understood and agreed that Household Automotive Finance Corporation ("HAFC") is substituted each and every time where the name First Community, the Dealer appears within the Contract.

For value received, Seller hereby expressly sells, assigns and transfers, pursuant to the indicated terms of the Contract, all of Seller's right, title and interest within the Contract, and the property and security interest described therein, to HAFC and/or its successors, assigns, subsidiaries and affiliates. All representations, warranties, guarantees and hold harmless provisions made by Seller in the Contract, and all other terms of the assignment contained therein, if any, are hereby made in favor of HAFC.

This Assignment specifically includes, but is not limited to, all right, title and interest of Seller in any insurance policies or insurance proceeds purchased, endorsed or obtained by said Buyer(s) under the terms of the Contract. This Assignment specifically includes all right, title and interest of Seller in and to any property or security interest described or provided for in the Contract.

Notwithstanding anything to the contrary contained in the Contract, this Assignment, upon execution by Seller, shall assign Seller's rights in the Contract to HAFC and not to any assignee(s) named in the Contract. This Assignment shall not be deemed to relieve Seller from any liability for the breach of any warranties, representations or agreements contained herein or in the Contract.

Seller-Dealership (please print)

Stocker Chevrolet Inc

Seller's Agent (please print)

Steve MCGill

Seller's Signature

Steve MCGill

Title of Agent

Business Mgr

Date of Assignment

5-31-99

LAW OFFICES
WOLPOFF & ABRAMSON, L.L.P.
*ATTORNEYS IN THE PRACTICE
OF DEBT COLLECTION*
4660 TRINDE ROAD
THIRD FLOOR
CAMP HILL, PA 17011
717-303-6700

EXHIBIT "B"

2004 035 01 0058



SOFT COPY WORK ORDER

1203142

8/03/2004

KEYSTONE AUTO AUCTION
488 FIREHOUSE RD
GRANTVILLE, PA 17028

CUSTOMER
3938

HOUSEHOLD AUTO FINANCE
6602 CONVOY CT
SAN DIEGO, CA 92111

VIN: 1FTEP14N9SNB69990

ARRIVAL DATE

3/31/2004

WORKORDER

1203142

YEAR MAKE	MODEL	BODY COLOR	MILES	ENG R	TEN	PS	FB	AC	EW	ES	TOP	CC	EL	INT	CLR	4X4	TL	SRS	ST	DF
1995 FORD TRUCK F150	4X4 REG XLT	RCAB RED	168166	8G	T	4	X	X	X	X	X	X	X	X	X	X	BLK	X	X	X
SOLD 8/02/2004 STOCK#		LEASE 500000398746																		
		TITLE 49008960404																		

DESCRIPTION	PART/INV#	QTY/HR	COST	AMOUNT	TOTAL
DETAIL			73.00	73.00	73.00
TOTAL APPEARANCE RECONDITIONING					
IN HOUSE TRANSPORTATION			.00	180.00	180.00
TOTAL TRANSPORTATION					
* NON-DEDUCTIBLE CHARGES					

OVER 100K AS IS

SOLD TO: 5050779 01
NEW KINGSTOWN AUTO SALES INC
PO BOX 413-73 E MAIN ST
NEW KINGSTOWN, PA 17072

INVOICE PRICE																				
SALE PRICE		1,600.00																		
SALE FEES	95.00																			
A/R AMT																				
RECON TOT	253.00																			
DLR RECON																				
CERTIFIED																				
SALES TAX																				
PRIME FEE																				
SIMLCST SAT FEE																				
TOTAL EXPENSES	348.00																			
NET SALE PRICE	1,252.00																			
ENTRY #	2004 035 01 0058																			
CHECK OR DFT #	0070530																			

PARTS & MATERIAL

LABOR

CR/INSPECTIONS/IMS

SUBLET REPAIRS

MISCELLANEOUS EXPENSE

APPEARANCE RECONDITIONING

73.00

TITLE FEES

SELLING & ADMINISTRATIVE FEES

ADVANCE CHARGES

TRANSPORTATION

180.00

RECON TOTAL

253.00

COPY ONLY
DO NOT PAY ON
THIS INVOICE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101196
NO: 06-120-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: GREAT SENECA FINANCIAL CORP.
vs.
DEFENDANT: WILLIAM E. CLUTTER

SHERIFF RETURN

NOW, February 08, 2006 AT 3:25 PM SERVED THE WITHIN COMPLAINT ON WILLIAM E. CLUTTER DEFENDANT AT 1157 ANSONVILLE ROAD, IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JOANN CLUTTER, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED
01/09/06
APR 10 2006
LM
William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WOLPOFF	96537	10.00
SHERIFF HAWKINS	WOLPOFF	96537	90.00

Sworn to Before Me This

So Answers,

____ Day of _____ 2006

*Chester A. Hawkins
by Marlyn A. Harris*
Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREAT SENECA FINANCIAL CORP., : NO. 06120CD
 A MARYLAND CORPORATION, :
 ASSIGNEE OF GLOBAL ACCEPTANCE :
 CREDIT CORPORATION, ASSIGNEE OF :
 HOUSEHOLD AUTOMOTIVE FINANCE :
 P.O. BOX 1651 :
 ROCKVILLE, MD 20849-1651 :
 Plaintiff :
 vs. :
 WILLIAM E CLUTTER :
 Defendant(s) :

FILED *Att'y pd.
m/b/3987/ 20.00*
MAY 11 2006 *1CC&M Notice
(cm) to Def.*
 William A. Shaw
 Prothonotary/Clerk of Courts *Statement
to Atty*

PRAECLYPE FOR JUDGMENT

Mr./Ms. Clerk:

Please enter Judgment in favor of Plaintiff and against Defendant(s),
 WILLIAM E CLUTTER and ,
 for want of ANSWER TO COMPLAINT.

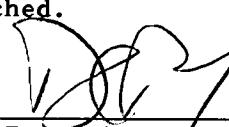
(X) Amount due \$ 6060.32
 Interest \$ 460.25
 Attorney's Commission \$ 1212.06
 Filing costs \$ 3.50
 TOTAL \$ 7767.63 , plus interest and costs

(X) I certify that the foregoing assessment of damages is for specified amounts alleged to be due in the complaint and is calculable as a sum certain from the complaint.

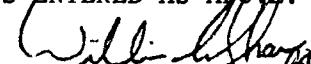
(X) Pursuant to Pa.R.C.P. 237 (Notice of Praeclipe for final judgment or decree), I certify that a copy of this praecipe has been mailed to each other party who has appeared in the action or to his/her Attorney of Record.

(X) Pursuant to Pa.R.C.P. 237.1, I certify that written notice of the intention to file this praecipe was mailed or delivered to the party against whom judgment is to be entered and to his/her Attorney of Record, if any, after the default occurred and at least ten days prior to the date of the filing of this praecipe and a copy of the notice is attached.

DATE: 3/20/06 Signature:


 Amy F. Doyle #87062 / Daniel F. Wolfson #20617
 Philip C. Warholic #86341 / Andrew C. Spears #87737
David R. Galloway #87326 / Tonilyn M. Chippie #87852
 Ronald M. Abramson #94266 / Ronald S. Canter #94000
 Bruce H. Cherkis #18837
 WOLPOFF & ABRAMSON, L.L.P. / Counsel for Plaintiff
 Attorneys in the Practice of Debt Collection
 4660 Trindle Road, 3rd Floor, Camp Hill, PA 17011
 (717) 303-6700

NOW, May 11, 2006, JUDGMENT IS ENTERED AS ABOVE.


 Prothonotary/Clerk, Civil Division

By: _____
 Deputy

1231

MAIN OFFICE

TWO IRVINGTON CENTRE
702 KING FARM BLVD., ROCKVILLE, MD 20850

REGIONAL OFFICES

10605 JUDICIAL DR., BLDG. A-5, FAIRFAX, VA 22030
1108 E. MAIN ST., STE. 1003, RICHMOND, VA 23216
5122 GREENWICH RD., VIRGINIA BEACH, VA 23462
919 N. MARKET ST., STE. 1300, WILMINGTON, DE 19899
1 VALLEY BANK BLDG., BOX 1226, CLARKSBURG, WV 26302
4660 TRINDE ROAD, 3RD FLOOR, CAMP HILL, PA 17011
301 GRANT ST., STE. 4300, PITTSBURGH, PA 15219
28632 ROADSIDE DRIVE, STE. 265, AGOURA HILLS, CA 91301
39500 HIGH POINTE BLVD., STE. 250, NOVI, MI 48375
300 CANAL VIEW BLVD., ROCHESTER, NY 14622
5215 NORTH O'CONNOR BLVD., IRVING, TX 75039
180 GLASTONBURY BLVD., GLASTONBURY, CT 06033
210 INTERSTATE NORTH PKWY., ATLANTA, GA 30339
301 CARLSON PKWY., STE. 303, MINNETONKA, MN 55305
489 WHITNEY AVE., 2ND FLOOR, HOLYCROSS, MA 01040
ONE CUMBERLAND PLAZA, 3RD FLOOR, WOONSOCKET, RI 02895

135359511

WILLIAM E CLUTTER

1157 ANSONVILLE RD
IRVONA PA 16656-9031

**LAW OFFICES
WOLPOFF & ABRAMSON, L.L.P.**

*Attorneys in the Practice of Debt Collection
(A National Collection Attorney Network Firm)*

4660 TRINDE ROAD

3RD FLOOR

CAMP HILL, PA 17011

717-303-6700

OUTSIDE CAMP HILL METROPOLITAN AREA
(TOLL FREE)

1-800-321-8467

FACSIMILE (717) 737-9051

PLEASE DIRECT ALL INQUIRIES TO CAMP HILL OFFICE

MARCH 06, 2006

NATIONAL COLLECTION ATTORNEY NETWORK

AFFILIATED FIRM LOCATIONS [NOT REGIONAL]

OFFICES OF WOLPOFF & ABRAMSON, L.L.P. *

BIRMINGHAM, ALABAMA
ANCHORAGE, ALASKA
PHOENIX, ARIZONA
CABOT, ARKANSAS
ENGLEWOOD, COLORADO
FT. LAUDERDALE, FLORIDA
HONOLULU, HAWAII
BOISE, IDAHO
CHICAGO, ILLINOIS
MERRILLVILLE, INDIANA
KANSAS CITY, KANSAS
LEXINGTON, KENTUCKY
METAIRIE, LOUISIANA
ST. LOUIS, MISSOURI
GREAT FALLS, MONTANA
OMAHA, NEBRASKA
LAS VEGAS, NEVADA
MANCHESTER, NEW HAMPSHIRE
CEDAR KNOLLS, NEW JERSEY

RALEIGH, NORTH CAROLINA
FARGO, NORTH DAKOTA
CLEVELAND, OHIO
OKLAHOMA CITY, OKLAHOMA
EUGENE, OREGON
COLUMBIA, SOUTH CAROLINA
KNOXVILLE, TENNESSEE
SANDY, UTAH
MILWAUKEE, WISCONSIN
RAWLINS, WYOMING

* The National Collection
Attorney Network is an
affiliation of separate law firms.

W&A Hours of Operation:
8 a.m. - 11 p.m. E.S.T. M-F

W&A File No. 135359511

Re: GREAT SENECA FINANCIAL CORP., ASSIGNEE OF HOUSEHOLD FINANCE
vs. WILLIAM E CLUTTER
Docket No. 06120CD

COPY

Dear WILLIAM E CLUTTER

Enclosed herein please find a 10-Day Notice pursuant to Rule 237.1 of the
Pennsylvania Rules of Civil Procedure.

Sincerely,



Amy F. Doyle #87062 / Daniel F. Wolfson #20617
Philip C. Wakholic #86341 / Andrew C. Spears #87737
David R. Galloway #87326 / Tonilyn M. Chippie #87852
Ronald M. Abramson #94266 / Ronald S. Canter #94001
Bruce H. Cherkis #18837
WOLPOFF & ABRAMSON, L.L.P. / Counsel for Plaintiff
Attorneys in the Practice of Debt Collection
4660 Trindle Road, 3rd Floor, Camp Hill, PA 17011
(717) 303-6700

Enclosure

CC: WILLIAM E CLUTTER

This is an attempt by a debt collector to collect a debt and any information obtained
will be used for that purpose.

NOT10D/PANOTC

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREAT SENECA FINANCIAL CORP., : NO. 06120CD
 A MARYLAND CORPORATION, :
 ASSIGNEE OF GLOBAL ACCEPTANCE :
 CREDIT CORPORATION, ASSIGNEE OF :
 HOUSEHOLD AUTOMOTIVE FINANCE :
 P.O. BOX 1651 :
 ROCKVILLE, MD 20849-1651 :
 Plaintiff :
 vs. :
 WILLIAM E CLUTTER :
 Defendant(s) :
 :

TO: WILLIAM E CLUTTER
1157 ANSONVILLE RD
IRVONA PA 16656-9031

COPY

DATE OF NOTICE: 3/6/06

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU FAILED TO TAKE THE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) 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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

PA Lawyer Referral Service
Pennsylvania Bar Assn.
P.O. Box 186

Harrisburg PA 17108
800-692-7375

By:

Amy F. Doyle #87062 / Daniel F. Wolfson #20617
 Philip C. Warholic #86341 / Andrew C. Spears #87737
 David R. Galloway #87326 / Tonilyn M. Chippie #87852
 Ronald M. Abramson #94266 / Ronald S. Canter #94000
 Bruce H. Cherkis #18837
 WOLPOFF & ABRAMSON, L.L.P. / Counsel for Plaintiff
 Attorneys in the Practice of Debt Collection
 4660 Trindle Road, 3rd Floor, Camp Hill, PA 17011
 (717) 303-6700

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREAT SENECA FINANCIAL CORP., : No. 06120CD
 A MARYLAND CORPORATION, :
 ASSIGNEE OF GLOBAL ACCEPTANCE :
 CREDIT CORPORATION, ASSIGNEE OF :
 HOUSEHOLD AUTOMOTIVE FINANCE :
 P.O. BOX 1651 :
 ROCKVILLE, MD 20849-1651 :
 Plaintiff :
 vs. : CIVIL ACTION - LAW
 WILLIAM E CLUTTER :
 Defendant(s) :

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA :
 :
 COUNTY OF CUMBERLAND :
 :

The undersigned counsel, being duly sworn according to law, depose and say
 that I am the Attorney for the Plaintiff in the above-captioned matter, and that to
 the best of my knowledge, information and belief Defendant,
 WILLIAM E CLUTTER , above-named, is over 21 years of age; is last
 known to reside at 1157 ANSONVILLE RD
 IRVONA PA 16656-9031

County of CLEARFIELD , Pennsylvania; is not in the military service of
 the United States or its Allies, or otherwise within the provisions of the
 Servicemembers Civil Relief Act and its Amendments.


 Amy F. Doyle #87062 / Daniel F. Wolfson #20617
 Philip C. Warholic #86341 / Andrew C. Spears #87737
 David R. Galloway #87326 / Tonilyn M. Chippie #87852
 Ronald M. Abramson #94266 / Ronald S. Canter #94000
 Bruce H. Cherkis #18837
 WOLPOFF & ABRAMSON, L.L.P. / Counsel for Plaintiff
 Attorneys in the Practice of Debt Collection
 4660 Trindle Road, 3rd Floor, Camp Hill, PA 17011
 (717) 303-6700

COMMONWEALTH OF PENNSYLVANIA
 Notarial Seal
 Kimberly L. Eisenhauer, Notary Public
 Hampden Twp., Cumberland County
 My Commission Expires Nov. 17, 2009
 Member, Pennsylvania Association of Notaries

SWORN and SUBSCRIBED to before me this 20 day of March, 2008.


 Kimberly L. Eisenhauer
 Notary Public

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREAT SENECA FINANCIAL CORP., : No. 06120CD
 A MARYLAND CORPORATION, :
 ASSIGNEE OF GLOBAL ACCEPTANCE :
 CREDIT CORPORATION, ASSIGNEE OF :
 HOUSEHOLD AUTOMOTIVE FINANCE :
 P.O. BOX 1651 :
 ROCKVILLE, MD 20849-1651 :
 Plaintiff :
 vs. : CIVIL ACTION - LAW
 WILLIAM E CLUTTER :
 Defendant(s) :

CERTIFICATE OF RESIDENCE
PA. R.C.P. 236

I, hereby certify that the precise residence of Plaintiff is:

GREAT SENECA FINANCIAL CORP.,
 A MARYLAND CORPORATION,
 ASSIGNEE OF GLOBAL ACCEPTANCE
 CREDIT CORPORATION, ASSIGNEE OF
 HOUSEHOLD AUTOMOTIVE FINANCE
 P.O. BOX 1651
 ROCKVILLE, MD 20849-1651

and certify that the last known address of the within Defendant(s) is:

WILLIAM E CLUTTER
 1157 ANSONVILLE RD
 IRVONA, PA 16656-9031


 Amy F. Doyle #87062 / Daniel F. Wolfson #20617
 Philip C. Warholic #86341 / Andrew C. Spears #87737
~~David R. Galloway~~ #87320 / Tonilyn M. Chippie #87852
 Ronald M. Abramson #94266 / Ronald S. Canter #94000
 Bruce H. Cherkis #18837
 WOLPOFF & ABRAMSON, L.L.P. / Counsel for Plaintiff
 Attorneys in the Practice of Debt Collection
 4660 Trindle Road, 3rd Floor, Camp Hill, PA 17011
 (717) 303-6700

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

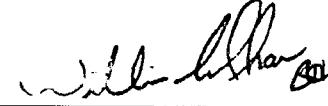
GREAT SENECA FINANCIAL CORP., : NO. 06120CD
 A MARYLAND CORPORATION,

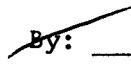
Plaintiff :
 vs. : CIVIL ACTION - LAW
 WILLIAM E CLUTTER :
 Defendant(s) :

NOTICE OF JUDGMENT

(x) Notice is hereby given that a
 in the above-captioned matter has been entered against you in the amount of
 \$ 7767.63 , plus interest, on May 11, 2000.

(x) A copy of all documents filed with the Prothonotary in support of the
 within judgment is/are attached.


 Prothonotary Civil Division

By: 

If you have any questions regarding this Notice, please contact the
 filing party.


 Amy F. Doyle #87062 / Daniel F. Wolfson #20617
 Philip C. Warholic #86341 / Andrew C. Spears #87737
 David R. Galloway #87326 / Tonilyn M. Chippie #87852
 Ronald M. Abramson #94266 / Ronald S. Canter #94000
 Bruce H. Cherkis #18837
 WOLPOFF & ABRAMSON, L.L.P. / Counsel for Plaintiff
 Attorneys in the Practice of Debt Collection
 4660 Trindle Road, 3rd Floor, Camp Hill, PA 17011
 (717) 303-6700

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

NOTICE SENT TO:

WILLIAM E CLUTTER

1157 ANSONVILLE RD
 IRVONA PA 16656-9031

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

Great Seneca Financial Corp.
Household Automotive Finance Corp.
Plaintiff(s)

No.: 2006-00120-CD

Real Debt: \$7,767.63

Atty's Comm: \$

Vs. Costs: \$

Int. From: \$

William E. Clutter
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: May 11, 2006

Expires: May 11, 2011

Certified from the record this 11th 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