



Civil Other-COUNT

Date		Judge
2/21/2006	New Case Filed.	No Judge
✓	✓ Filing: Complaint in Assumpsit Paid by: Weinberg, Frederic I. (attorney for Cavalry Portfolio Services, LLC) Receipt number: 1912555 Dated: 02/21/2006 Amount: \$85.00 (Check) 2CC shff.	No Judge
4/10/2006	✓ Sheriff Return, March 3, 2006 at 10:05 am served the within Complaint in Assumpsit on Betty McCusker. March 3, 2006 at 10:05 am served the within Complaint in Assumpsit on Dale Shomo. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Gordon \$68.92	No Judge
5/1/2006	✓ Defendants Preliminary Objections to Plaintiff's Complaint, filed by s/ Joseph Colavecchi, Esquire. 3CC Atty.	No Judge
5/3/2006	✓ Rule, NOW, this 3rd day of May, 2006, a rule is issued to Frederic I. Weinberg, Esquire, Attorney for Plaintiff. Rule is returnable before the Court on the 23rd day of May, 2006, at 10:00 a.m. Courtroom 1. By The Court, /s/ Frederic J. Ammerman, Pres. Judge. 3CC Atty. Colavecchi	Fredric Joseph Ammerman
5/23/2006	✓ Affidavit of Service filed. That a true copy of the Preliminary Objections and Rule were mailed to Frederic I. Weinberg Esq on May 4, 2006, filed by s/ Joseph Colavecchi Esq. 2CC Atty.	Fredric Joseph Ammerman
5/24/2006	✓ Order, NOW, this 23rd day of May, 2006, it is Ordered that the Preliminary Objections are granted in that the Plaintiff shall have no more than 20 days from this date in which to file an Amended Complaint. By The Court, /s/ Frederic J. Ammerman, Pres. Judge. 2CC Atty. Weinberg, J. Colavecchi	Fredric Joseph Ammerman
6/14/2006	✓ Amended Complaint in Assumpsit, filed by s/ Frederic I. Weinberg Esq. No CC.	Fredric Joseph Ammerman
7/18/2006	✓ Answer, New Matter and Counterclaim, filed by s/ Joseph Colavecchi, Esquire. 2CC to Atty	Fredric Joseph Ammerman
11/3/2008	✓ Filing: Praecipe/List For Arbitration Paid by: Weinberg, Frederic I. (attorney for Cavalry Portfolio Services, LLC) Receipt number: 1926605 Dated: 11/3/2008 Amount: \$20.00 (Check) For: Cavalry Portfolio Services, LLC (plaintiff)	Fredric Joseph Ammerman
	Certificate of Readiness for Arbitration, filed by s/ frederic I. Weinberg, Esquire. 1CC Atty. Weinberg	Fredric Joseph Ammerman
12/5/2008	✓ Certificate of Service, a copy of the Defendant's Answer, New Matter and Counterclaim was mailed by First Class Mail on the 18th day of July, 2007, to Frederic I. Weinberg, Esquire. Filed by s/ Joseph Colavecchi, Esquire. No CC	Fredric Joseph Ammerman
12/8/2008	✓ Motion For Summary Judgment, filed by s/ Joseph Colavecchi, Esquire. 3CC Atty. Colavecchi	Fredric Joseph Ammerman
12/10/2008	✓ Rule, this 9th day of Dec., 2008, Motion For Summary Judgment having been filed by the Defendants, a rule is issued upon Plaintiff. Rule returnable the 22nd of Jan., 2009, Courtroom 1. by The Court, /s/ Frederic J. Ammerman, Pres. judge. 3CC Atty. J. Colavecchi	Fredric Joseph Ammerman
12/18/2008	✓ Certificate of Service, filed. That a true and correct copy of the Motion for Summary Judgment/Rule was mailed by first class mail the 17th day of December 2008 to Frederic I. Weinberg Esq., filed by s/ Joseph Colavecchi Esq. No CC.	Fredric Joseph Ammerman

FILED

NOV 03 2008

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 11/3/08

☒ You are responsible for serving all appropriate parties.

☐ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s) ☐ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

just  
out

## Civil Other-COUNT

Date		Judge
12/22/2008	✓ X Order, this 22nd day of Dec., 2008, this matter is scheduled for Arbitration on Jan 27, 2009 at 1:00 p.m. in Hearing Room 3. The following have been appointed as Arbitrators: James Naddeo, esquire, Chairman Christopher Shaw, Esquire David R. Thompson, Esquire By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 6CC C/A	Fredric Joseph Ammerman
12/26/2008	✓ X Plaintiff's Reply to New Matter, answer to Counterclaim and New Matter to Counterclaim, filed by s/ Frederic I. Weinberg, Esquire. 2CC Atty.	Fredric Joseph Ammerman
1/2/2009	✓ X Answer to Defendant's Motion For summary Judgment, filed by s/ Joel M. Flink, Esquire. 1CC Atty. Flink	Fredric Joseph Ammerman
1/6/2009	✓ X Praecipe to Withdraw Motion For Summary Judgment, filed by s/ Joseph Colavecchi, Esquire. 4CC Atty. J. Colavecchi	Fredric Joseph Ammerman
1/15/2009	✓ X Certificate of Service, filed. That a true and correct copy of the Pre-trial Memorandum was mailed by first class mail the 16th day of January 2009 to Fredric I. Weinberg Esq., James A. Naddeo Esq., Christopher Shaw Esq., John Sughrue Esq. and David R. Thompson Esq., filed by s/ Joseph Colavecchi Esq. No CC.	Fredric Joseph Ammerman
1/23/2009	✓ X Motion to Continue Arbitration Hearing, filed by s/ Thomas J. Michael, Esquire. No CC	Fredric Joseph Ammerman
1/26/2009	✓ X Order, AND NOW, this 23rd day of January 2009, the Defendant's (faxed) Motion to Continue Arbitration Hearing, it is the ORDER of this Court that said Motion be and is hereby DENIED. (see original) BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 2CC Atty Michael and 1CC to Attys: Colavecchi and Weinberg and faxed copy to Atty Michael by Judge Ammerman's office.	Fredric Joseph Ammerman
1/27/2009	✓ X Oath or Affirmation of Abitrators, filed. Now, this 27th day of January, 2009. s/ James Naddeo, Esq., Chairman, Christopher Shaw, Esq. and David R. Thompson, Esq. Award of Arbitrators, Now, this 27th day of January, 2009, Judgment against the Plaintiff on Plaintiff's Claim Judgment in favor a Defendants on their counter claim against Plaintiff in the amount of \$1,000.00 with interest from 1/27/09. Award of Arbitrators, filed Now, this 27th day of January, 2009, Judgment against the Plaintiff on Plaintiff's Claim. Judgment in favor of Defendants on their counter claim against Plaintiff in the amount of \$1,000.00 with interest from 1/27/09 s/ James Naddeo, Esq., Chairman, Christopher Shaw, Esq. and David R. Thompson, Esq.	Fredric Joseph Ammerman          Fredric Joseph Ammerman

2-19-09 ✓ Appeal from Award of Board of Arbitration

2-19-09 ✓ Affidavit, Filed

4-6-09 ✓ Order, dated 4-3-09

5-26-09 order 5-21-09

Shelly m Zattori

**vs.**

Ronald W Zattoni

No. 08-2060-CD

**TYPE OF PLEADING:** Petition to Proceed  
In Forma Pauperis

Name: Shelly M Zattori

Address: 265 Bailey Rd  
Curwensville PA 16833

Telephone #: (814) 236-2946

Date of Birth

Xavier W Zattini

9

12-04-98

Arie M Zattoni

7

01-17-01

Alexandria S/zattoni

6

04-23-02

**FILED** *ice diff*  
012:50/30  
OCT 28 2008

3

2022902

THIS IS AN ARBITRATION MATTER.  
ASSESSMENT OF DAMAGES HEARING REQUIRED.

GORDON & WEINBERG, P.C.  
BY: FREDERIC I. WEINBERG, ESQUIRE  
Identification No.: 41360  
PAUL M. SCHOFIELD, JR., ESQUIRE  
Identification No.: 81894  
21 SOUTH 21ST STREET  
PHILADELPHIA, PA 19103  
215/988-9600

**FILED** *Any pd.*  
*m 110:50301*  
**FEB 21 2006** *85.00*  
*2cc shff*  
William A. Shaw  
Prothonotary/Clerk of Courts

Cavalry Portfolio Services,  
LLC as Assignee of Cavalry  
Investments, LLC as Assignee  
of Key Bank  
4050 E. Cotton Center Bou  
Phoenix, AZ 85040

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

vs.

DOCKET NO. : *06-268-CD*

BETTY MCCUSKER  
3284 UTAHVILLE RD  
COALPORT PA 16627-9359  
and  
DALE SHOMO  
3284 UTAHVILLE ROAD  
COALPORT PA 16627-9359

**COMPLAINT IN ASSUMPSIT**  
**NOTICE**

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGEMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

David S. Meholick, Court Admin.  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641

1. The defendant, for valuable consideration received, executed and delivered to plaintiff a promissory note under the terms of which the defendant promised to pay to the plaintiff consecutive monthly payments under the terms and conditions set forth in the promissory note. A true and correct copy of the aforesaid promissory note is attached hereto, made a part of this complaint and marked Exhibit "A".


2. Contrary to the terms of the aforesaid promissory note, the defendant failed to make the required payments when due as a result of which the unpaid balance of \$5,767.73 became due and payable.

3. As a result of defendant's default, defendant is indebted to plaintiff in the amount of \$5,767.73 plus interest thereon and attorney's fees as provided for in the promissory note.

4. Plaintiff has made demand upon the defendant for payment of the amount due but the defendant has failed and refused and still refuses to pay the said sum or any part thereof.

WHEREFORE, plaintiff claims of the defendant the sum of \$5,767.73 plus interest and attorney's fees as provided for in the promissory note.

GORDON & WEINBERG, P.C.

BY:   
FREDERIC I. WEINBERG, ESQUIRE  
PAUL M. SCHOFIELD, JR., ESQUIRE  
Attorney for Plaintiff

P01C

**VERIFICATION**

FREDERIC I. WEINBERG, ESQUIRE, hereby states that he is the attorney for the Plaintiff(s) in this action and verifies that the statements made in the foregoing pleading are true and correct to the best of his knowledge, information and belief.

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



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FREDERIC I. WEINBERG, ESQUIRE



EXHIBIT "A"

STOCK NO. P23813

13540  
DEAL 60505MOTOR VEHICLE SALES CONTRACT AND  
PURCHASE MONEY SECURITY AGREEMENT

2022902

Buyer(s)/Debtor(s):

BETTY M MCCUSKER

Address:

DALE J SHOMO

2009 E CLARENDON

PHOENIX

AZ

85016

Seller/Creditor:

EARNHARDT FORD SALES CO.

Address:

777 E BASELINE

TEMPE, AZ

85283

This is an agreement for the installment purchase by you of the motor vehicle described below. As used in this Contract, the words "you" and "your" mean the buyer or buyers who sign below. The words "we", "us" and "our" refer to the seller whose name and address appear above and to anyone which purchases, and receives an assignment of this Contract (referred to as the "Assignee"). If the Assignee notifies you that it has purchased this Contract, you agree to make all of your payments to that Assignee. By signing below, you also agree to all of the terms on both sides of this Contract.

This motor vehicle which you are purchasing is a:

NEW OR USED	YEAR MODEL	MAKE TRADE NAME	NO. CYL.	BODY TYPE	MODEL # OR SERIES	VEHICLE I.D. #
USED	92	PONT		SDN	GRAND	1G2NE14XXNM101649

## EQUIPMENT:

- ☐ AM/FM Stereo    ☐ 4 Sp. Trans.    ☐ T-Top/Sun    ☐ Pwr. Strg.    ☐ Air Cond.    ☐ Pwr. Wind.    ☐ Pwr. Doors  
☐ Tape    ☐ 5 Sp. Trans.    ☐ Vinyl Roof    ☐ Auto. Trans.    ☐ Cruise    ☐ Pwr. Seats    ☐ Cust. Whls.

Misc. Equipment:

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate. 23.06 %		Your payment schedule will be: <table border="1"> <tr> <th>Number of Payments</th> <th>Amount of Payments</th> <th>When Payments Are Due: Monthly, Beginning</th> </tr> <tr> <td>48</td> <td>394.60</td> <td>MONTHLY, BEGINNING 15 MAY 1994</td> </tr> </table>		Number of Payments	Amount of Payments	When Payments Are Due: Monthly, Beginning	48	394.60	MONTHLY, BEGINNING 15 MAY 1994												
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48	394.60	MONTHLY, BEGINNING 15 MAY 1994																			
<b>FINANCE CHARGE</b> The dollar amount the credit will cost you: \$ 6758.95		<b>Insurance:</b> Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.																			
<b>Amount Financed</b> The amount of credit provided to you or on your behalf: \$ 12181.85		<table border="1"> <tr> <th>Type</th> <th>Premium</th> <th>Signature</th> </tr> <tr> <td>Credit Life Insurance</td> <td>NONE</td> <td>I want credit life insurance only INSURED SIGNATURE</td> </tr> <tr> <td>Disability Insurance</td> <td>NONE</td> <td>I want disability insurance only INSURED SIGNATURE</td> </tr> <tr> <td>Credit Life and Disability</td> <td>NONE</td> <td>I want credit life and disability insurance INSURED SIGNATURE</td> </tr> <tr> <td>Joint Credit Life Insurance</td> <td>NONE</td> <td>We want joint credit life insurance INSURED SIGNATURE</td> </tr> <tr> <td>Joint Credit Life and Single Disability Insurance</td> <td>NONE</td> <td>We want joint credit life and single disability insurance INSURED SIGNATURE</td> </tr> </table>		Type	Premium	Signature	Credit Life Insurance	NONE	I want credit life insurance only INSURED SIGNATURE	Disability Insurance	NONE	I want disability insurance only INSURED SIGNATURE	Credit Life and Disability	NONE	I want credit life and disability insurance INSURED SIGNATURE	Joint Credit Life Insurance	NONE	We want joint credit life insurance INSURED SIGNATURE	Joint Credit Life and Single Disability Insurance	NONE	We want joint credit life and single disability insurance INSURED SIGNATURE
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Joint Credit Life and Single Disability Insurance	NONE	We want joint credit life and single disability insurance INSURED SIGNATURE																			
<b>Total of Payments</b> The amount you will have paid after you have made all payments as scheduled. \$ 18940.80		<b>Security:</b> You are giving a security interest in the motor vehicle being purchased. <b>Late Charge:</b> If a payment is more than 10 days late, you will be charged \$10 or 5% of the payment, whichever is less.																			
<b>Total Sale Price</b> The total cost of your purchase on credit including your down payment of \$ 4500.00 \$ 23440.80		<b>Prepayment:</b> If you pay off early, you will not have to pay a penalty. See the other portions of this Contract for additional information about non-payment default, and any required repayment in full before the scheduled date.																			

e means an estimate

## ITEMIZATION OF AMOUNT FINANCED

- Cash Price (incl. accessories) \$ 14800.00 + Sales Tax \$ 702.00 = Total Cash Sale Price \$ 15502.00 (1)
- Other charges imposed by Seller includes: FORD ESP BASE
  - Vehicle Service Contract (Term) 36 MOS OR 36000 MILES DED \$ 100.00 \$ 695.00
  - Dealer Documentary Fee \$ 158.95
  - Other (describe) N/A
 Total \$ 853.95 (2)
- Total Down Payment includes:
  - Trade-in 1977 FORD THUN \$ 4000.00 \$ NONE \$ 4000.00  
 YR. MAKE AND MODEL GROSS ALLOWANCE PAYOFF NET EQUITY  
 77 FORD LTD
  - Cash Down Payment \$ 500.00
 Total Down Payment \$ 4500.00 (3)
- Unpaid balance of cash sale price/AMOUNT CREDITED TO YOUR ACCOUNT WITH SELLER (sum of item 1 & 2 less item 3) \$ 11855.95 (4)
- AMOUNTS PAID TO OTHERS ON YOUR BEHALF INCLUDES:
  - Payments to Public Officials for Official Fees:
    - Registration Fees \$ 10.00 + (2) Title Fees \$ 4.00 + (3) Lien Tax \$ 310.00 +
    - Lien Filing Fees \$ NONE + (5) Postage Fees \$ 1.90 + (6) Weight Fees \$ NONE
    - Other (describe) \$ NONE
 Total \$ 325.90 (5a)
  - Payments to insurance Companies for Insurance Premiums:
    - Credit Insurance Premiums \$ NONE + (2) Property Insurance Premiums \$ NONE
 Total \$ NONE (5b)
  - Payments to NONE for NONE \$ NONE (5c)
  - Payments to NONE for NONE \$ NONE (5d)
 Total Amount Paid to Others \$ 325.90 (5)
- Amount Financed - Amount of Credit you will get (Items 4 plus item 5) \$ 12181.85 (6)

**Promise To Pay:** By signing below, you promise to pay us the Amount Financed, together with interest calculated thereon at the Annual Percentage Rate. You agree to make your payments to us as set forth in the Payment Schedule shown above. Please Note, however, that your final payment may change, depending upon your payment habits. We will apply each payment first to accrued interest and then to reduce your principal balance. This means your finance charge will be less when you pay early and more if you pay late. Any necessary adjustments in your total finance charge will be reflected in your final payment, for which we will send you a bill approximately 10 days before it is due. If a payment is more than 10 days late, you promise to pay us a late charge of \$10 or 5% of the payment, whichever is less.

**Security Interest:** To protect us if you do not pay as promised, or if you break some other promise in this Contract, you give us a purchase money security interest in the motor vehicle described above and in any proceeds of the motor vehicle. This security interest covers all equipment, accessories, and parts that you add to the motor vehicle within 10 days of the date of this Contract. You also give us a security interest in the proceeds of any physical damage insurance policy on the vehicle and in any insurance premiums we finance which are refunded. This security interest does not cover any other debts you owe us, and this debt is not covered by any other security interests held by us. NOTICE: BY GIVING US A SECURITY INTEREST IN THE MOTOR VEHICLE DESCRIBED ABOVE, YOU WAIVE ALL RIGHTS PROVIDED BY LAW TO CLAIM SUCH GOODS EXEMPT FROM LEGAL PROCESS.

**Property Insurance:** You promise to keep the motor vehicle described above insured for its full value against loss or damage and loss payable endorsement in our favor during the time any amount is unpaid under this Contract. YOU MAY OBTAIN YOUR REQUIRED INSURANCE FROM ANY COMPANY ACCEPTABLE TO US. If you purchase your insurance through Seller, the costs and items of coverage are as follows:

Collision (actual cash value of loss less \$ NONE deductible) and Comprehensive including fire and theft (actual cash value of loss less \$ NONE deductible)

TERM PREMIUM  
NONE months \$ NONE

## ADDITIONAL TERMS, AGREEMENTS AND CONDITIONS

**1. It is agreed that:**

- (a) If the motor vehicle (the "Property") described on the reverse side is used primarily for personal, family or household purposes, the following provision shall apply:

**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.**

- (b) If the Property described on the reverse side is used primarily for commercial, industrial or agricultural production purposes, Buyer will not assert any claim or defense against Assignee except of a type which may be asserted against a holder in due course of a negotiable instrument.

**2. BUYERS GUIDE FOR USED VEHICLES: 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.**

**3. Buyer acknowledges express intent to hereby waive and abandon all personal property exemptions granted by law upon the Property which is the subject of this Contract. NOTICE: By signing this Contract, Buyer waives all rights provided by law to claim such property exempt from process:**

**4. DEBTOR'S REPRESENTATIONS, WARRANTIES AND AGREEMENTS:** Debtor represents, warrants and agrees: Any true and correct carbon, photographic or other reproductive copy of this Purchase Money Security Agreement may be filed or recorded as a Financing Statement. The Property will be principally stored at Debtor's address on the face hereof.

Debtor will permit the Holder of this Contract to examine the Property at any time; will maintain the Property in good condition and repair; will not permit the Property to be permanently removed from the State of Arizona without the prior written consent of the Holder; will not permit the Property to be removed from Debtor's possession; will not permit the Property to be attached or other process to be levied thereon; will not create nor permit to be created any lien or encumbrance or adverse claim of any character whatsoever, whether for storage, repairs, or otherwise, justified or unjustified; will not attempt to sell, transfer or assign Debtor's right, title or interest in the Property or this Contract in contravention of security interests granted herewith; and will pay all taxes and assessments of every character levied or assessed against the Property, this Contract, and the indebtedness represented hereby.

Time is of the essence of this Contract. The acceptance by Holder of partial payments shall not, in any manner modify the terms of this Contract and such acceptance shall not be construed as a waiver of any subsequent defaults on Debtor's part nor shall it waive the "time is of the essence" provision. Any payment amount received by Holder in addition to or in excess of a regular scheduled payment may be applied first to accrued late charges and collection charges (if any) and then to interest due and the balance to principal balance outstanding. This Contract is not assignable by Debtor except with the prior written consent of Holder. Debtor agrees that it will not use or permit the Property to be used for any unlawful purpose, nor to be used for hire, nor will Debtor allow any person to operate or use the Property who is not allowed under the terms of the insurance policies herein required to so operate or use the Property.

Any written notice required to be given Debtor if mailed by ordinary mail, postage prepaid, to Debtor's mailing address given herein or to Debtor's most recent address as shown by a "Notice of Change of Address" on file with Holder, shall be deemed reasonable notification.

**5. INSURANCE:**

Debtor agrees: to keep the Property insured at its own expense against loss by fire, theft, transportation, collision and such other risks as Holder shall designate; such insurance shall be for an amount not less than the balance due under this Contract and shall be in force so long as any part thereof remains unpaid; such insurance is to be placed in insurance companies acceptable to Holder and loss thereon is to be paid to Holder and Debtor as their interest may appear. Debtor hereby requests and authorizes Holder, at Holders option and without obligation to do so, to place and pay for insurance on the Collateral upon the failure by Debtor, after having been requested to do so, to provide insurance satisfactory to Holder and to pay the premium either for such insurance or similar insurance protecting Holder only, adding same to the principal balance then owing or by an advance which constitutes additional indebtedness and is secured hereunder and is added to the remaining installments or is payable in additional installments due on this Contract. The policies therefor shall be held by Holder until this Contract is fully performed. Debtor agrees to reimburse Holder on demand for any payment made or any expenses incurred by Holder pursuant to the foregoing authorization, together with interest thereon from disbursement until paid at an interest rate not to exceed 24% or the maximum allowed by law, whichever is lower.

If Holder retakes possession of the Property, the insurance policies thereon shall become the sole property of Holder and Debtor shall have no further interest therein. Debtor hereby assigns to Holder the proceeds of all such insurance to the extent of the unpaid balances hereunder and directs any insurer to make payments directly to Holder. In the event of any default hereunder, Holder is authorized to cancel any insurance and credit any premium refund against said unpaid balances.

Debtor authorizes Holder, at its option and without obligation to do so, to discharge taxes, liens, security interests or other encumbrances at any time levied or placed on the Property. Debtor hereby agrees to reimburse Holder on demand for any expense incurred by Holder pursuant to this authorization, plus interest on all sums so expended until paid at an interest rate not to exceed 24% or the maximum allowed by law, whichever is lower.

**6. DEFAULT CHARGES:**

If any payment due under this Contract has not been paid in full within 10 days of its due date, Buyer will pay an additional charge in the amount of 5% of the delinquent payment, or \$10.00, whichever is less (which is not in lieu of finance charges accrued or accruing). If Buyer's delinquency requires collection efforts, reasonable collection charges and costs incurred will be paid by Buyer, which charges may include specific charges for collection calls and collection letters; and may include attorneys' fees. Charges will be assessed in accordance with Holder's current cost schedule.

**7. ACCELERATION:**

If any scheduled payment is not paid when due, all unpaid amounts may be declared immediately due and payable in full, and Buyer's privilege to pay all sums due in installments will thus be terminated.

*continued at top of page*

**8. PREPAYMENT:**

Buyer may prepay the unpaid principal balance in full or in part at any time without penalty, provided all interest charges and other charges accrued to date of prepayment are paid. Finance charges accrue on a daily basis until payment in full is made and, therefore, no interest refund will be due upon any prepayment. It is agreed that a day shall be counted as either 1/360th, 1/365th, or 1/366th of a year in accordance with the method of computation used by the Assignee for retail installment transactions such as yours on the date of assignment of this Contract.

**9. EVENTS OF DEFAULT:**

- (a) Any one of the following shall constitute an event of default:

- (1) Failure of Debtor to pay when due any indebtedness secured hereby;
- (2) If any warranty, representation or statement made herein or furnished to Holder by or on behalf of Debtor in connection with this Contract proves to have been false in any material respect when made or furnished;
- (3) The commencement of any bankruptcy, arrangement, reorganization, insolvency, receivership or similar proceedings by or against Debtor or any guarantor or surety for Debtor;
- (4) If the Property is sold or disposed of or security interest is created with respect thereto;
- (5) The occurrence of any adverse change in the financial condition of Debtor deemed material by Holder, or if, in the judgment of Holder, the Property becomes unsatisfactory in character or value; or if Holder shall deem itself insecure;
- (6) If Debtor defaults in performing any of its obligations, promises, covenants or agreements contained herein or in any agreement, paper or document given by Debtor to Holder;
- (7) If Debtor uses the collateral in violation of any law or governmental regulations;
- (8) If Debtor fails to keep and maintain exclusive possession of, and title to, the Property;
- (9) If Debtor fails to pay promptly when due all taxes, liens, fees, charges and assessments upon the Property or fails to keep the Property in good condition and repair or fails to keep the Property properly insured at all times with an insurance company or companies acceptable to Holder and with Loss Payable to Holder as its interests may appear, against fire (with extended coverage), theft, physical damage and such other risks and in such amounts for all risks, as Holder shall require.

- (b) Any one of the following shall constitute an event of default if, in Holder's option, such occurrence itself, or such occurrence together with surrounding circumstances, materially increases Holder's risks with regard to repayment of the indebtedness due it:

- (1) Death or incompetence of Debtor;
- (2) If the Property is levied upon or seized upon under any levy, attachment, garnishment, writ or other legal process, or if any lien is attached thereto;
- (3) If the Property is lost, stolen or suffers substantial damage or destruction.

**10. RIGHTS AND REMEDIES.**

Upon the happening of any of the foregoing Events of Default and at any time thereafter, Holder may, at its option, and without notice to Debtor, declare all of the indebtedness of Debtor to Holder to be immediately due and payable, and Holder shall have the rights, options, duties and remedies of a Secured Party, and Debtor shall have the rights and duties of a Debtor, under the Uniform Commercial Code as adopted in the State of Arizona; and, without limitation thereto, Holder shall have the following specific rights:

- (a) To take immediate possession of the Property without notice or resort to legal process and for such purpose to enter upon any premises on which the Property or any part thereof may be situated and remove the same therefrom or, at its option, to render the Property unusable;
- (b) To make or have made any repairs deemed necessary or desirable, the cost of which is to be charged to Debtor;
- (c) To apply the proceeds realized from the disposition of the Property according to law and to payment of reasonable attorneys' fees and legal expenses incurred by Holder, whether or not suit be filed;
- (d) If the proceeds realized from the disposition of the Property shall fail to satisfy all of the obligations of Debtor to Holder hereunder, Debtor shall pay any deficiency balance to Holder upon Holder's demand.

Holder may retake possession of any other goods situated upon or contained within the Property at the time of repossession of the Property, wherever such other goods may be, and hold the same for Debtor at Debtor's risk without liability on the part of Holder, and Debtor shall be liable for any charges for storing such goods incurred by Holder. Any repossession of the Property shall not affect Holder's right, hereby confirmed by Debtor, to retain all payments made prior thereto by the Debtor hereunder. In the event of repossession of the Property, Holder shall have all rights and remedies provided and permitted by law.

**11. SETOFF:**

Any indebtedness owing from Holder to Debtor and any property and assets of Debtor in possession of Holder may be setoff and applied by Holder on any and all indebtedness or liability owing from Debtor to Holder under this Contract, at any time and from time to time, either before or after maturity, and without demand upon or notice to anyone.

**12. GENERAL:**

If Holder refers this Contract to an attorney to enforce Holder's remedies hereunder, Debtor will pay all expenses and legal fees incurred, whether or not suit is filed, together with interest thereon until paid at the contract rate. This Contract shall be governed by the laws of the State of Arizona. All terms used herein which are defined in the Uniform Commercial Code of Arizona shall have the same meaning herein as in the Code. Any provisions found to be invalid shall not invalidate the remainder hereof. Waiver of any default shall not constitute waiver of any subsequent default. If this Contract is signed by more than one Debtor, the singular word "Debtor" shall include the plural, and the obligations of all such Debtors shall be joint and several. "Seller" means the selling dealer and initial "Holder". After assignment, "Holder" means the financing institution to which Seller sells and assigns this debt and security instrument (sometimes called "Assignee" herein). All words used herein shall be construed to be of such gender and number as the circumstances require and all references herein to Debtor shall include all other persons primarily or secondarily liable hereunder. This Contract shall be binding upon the heirs, personal representatives, successors and assigns of Debtor and inure to the benefit to Holder, its successors and assigns. This Contract constitutes the entire agreement between the parties and may not be altered or amended except by a writing signed by the Debtor and Holder.

## SELLER'S ASSIGNMENT AND WARRANTY

For value received, Seller hereby sells, assigns and transfers to Holder (Assignee) all right, title and interest in and to the within Contract, the

Seller unconditionally guarantees to Assignee the full and immediate payment and performance of this Contract with respect to which any and all

at any time; will maintain the Property in good condition and repair; will not permit the Property to be permanently removed from the State of Arizona without the prior written consent of the Holder; will not permit the Property to be removed from Debtor's possession; will not permit the Property to be attached or other process to be levied thereon; will not create nor permit to be created any lien or encumbrance or adverse claim of any character whatsoever, whether for storage, repairs, or otherwise, justified or unjustified; will not attempt to sell, transfer or assign Debtor's right, title or interest in the Property or this Contract in contravention of security interests granted herewith; and will pay all taxes and assessments of every character levied or assessed against the Property, this Contract and the indebtedness represented hereby.

Time is of the essence of this Contract. The acceptance by Holder of partial payments shall not in any manner modify the terms of this Contract and such acceptance shall not be construed as a waiver of any subsequent defaults on Debtor's part nor shall it waive the "time is of the essence" provision. Any payment amount received by Holder in addition to or in excess of a regular scheduled payment may be applied first to accrued late charges and collection charges (if any) and then to interest due and the balance to principal balance outstanding. This Contract is not assignable by Debtor except with the prior written consent of Holder. Debtor agrees that it will not use or permit the Property to be used for any unlawful purpose, nor to be used for hire, nor will Debtor allow any person to operate or use the Property who is not allowed under the terms of the insurance policies herein required to so operate or use the Property.

Any written notice required to be given Debtor if mailed by ordinary mail, postage prepaid, to Debtor's mailing address given herein or to Debtor's most recent address as shown by a "Notice of Change of Address" on file with Holder, shall be deemed reasonable notification.

#### 5. INSURANCE:

Debtor agrees to keep the Property insured at its own expense against loss by fire, theft, transportation, collision and such other risks as Holder shall designate: such insurance shall be for an amount not less than the balance due under this Contract, and shall be in force so long as any part thereof remains unpaid; such insurance is to be placed in insurance companies acceptable to Holder and loss thereon is to be paid to Holder and Debtor as their interest may appear. Debtor hereby requests and authorizes Holder, at Holder's option and without obligation to do so, to place and pay for insurance on the Collateral upon the failure by Debtor, after having been requested to do so, to provide insurance satisfactory to Holder and to pay the premium either for such insurance or similar insurance protecting Holder only, adding same to the principal balance then owing or by an advance which constitutes additional indebtedness and is secured, hereunder and is added to the remaining installments or is payable in additional installments due on this Contract. The policies therefor shall be held by Holder until this Contract is fully performed. Debtor agrees to reimburse Holder on demand for any payment made or any expenses incurred by Holder pursuant to the foregoing authorization, together with interest thereon from disbursement until paid at an interest rate not to exceed 24% or the maximum allowed by law, whichever is lower.

If Holder retakes possession of the Property, the insurance policies thereon shall become the sole property of Holder and Debtor shall have no further interest therein. Debtor hereby assigns to Holder the proceeds of all such insurance to the extent of the unpaid balances hereunder and directs any insurer to make payments directly to Holder. In the event of any default hereunder, Holder is authorized to cancel any insurance and credit any premium refund against said unpaid balances.

Debtor authorizes Holder, at its option and without obligation to do so, to discharge taxes, liens, security interests or other encumbrances at any time levied or placed on the Property. Debtor hereby agrees to reimburse Holder on demand for any expense incurred by Holder pursuant to this authorization, plus interest on all sums so expended until paid at an interest rate not to exceed 24% or the maximum allowed by law, whichever is lower.

#### 6. DEFAULT CHARGES:

If any payment due under this Contract has not been paid in full within 10 days of its due date, Buyer will pay an additional charge in the amount of 5% of the delinquent payment, or \$10.00, whichever is less (which is not in lieu of finance charges accrued or accruing). If Buyer's delinquency requires collection efforts, reasonable collection charges and costs incurred will be paid by Buyer, which charges may include specific charges for collection calls and collection letters; and may include attorneys' fees. Charges will be assessed in accordance with Holder's current cost schedule.

#### 7. ACCELERATION:

If any scheduled payment is not paid when due, all unpaid amounts may be declared immediately due and payable in full, and Buyer's privilege to pay all sums due in installments will thus be terminated.

*continued at top of page*

### SELLER'S ASSIGNMENT AND WARRANTY.

For value received, Seller hereby sells, assigns and transfers to Holder (Assignee), all right, title and interest in and to the within Contract, the Property and goods therein described and all monies due and to become due thereunder. Seller warrants that the signature of Debtor herein is genuine; that the title to the aforesaid Property rests in Seller; that the cash down-payment shown has actually been received by Seller and no part thereof was loaned to Buyer by or through Seller; that the Property is free from any liens and/or encumbrances except the lien and/or encumbrance created by this Contract; that the Property has been delivered into the possession of Debtor named therein; that Debtor was of legal age and competent to execute this Contract at date hereof; and that the Property was not salvage; and that, if this transaction is subject to regulation by any state or federal law or trade rule/regulation, including, but not limited to, the Federal Consumer Credit Protection Act, Truth in Lending Simplification and Reform Act, Magnuson-Moss Warranty - Federal Trade Commission Improvement Act, Equal Credit Opportunity Act or State Home Solicitation and Referral Sales Act, the transaction was consummated in strict compliance with such law(s) and any regulations promulgated pursuant thereto and that, before offering to sell this Contract to Assignee, the requisite period, wherein Buyer had the right to rescind such transaction had expired and such Buyer had not rescinded the transaction; that this Contract and debt evidenced thereby is not, and will not be, subject to any claims, disputes, complaints, offsets, counterclaims or defenses of any kind during the time the said debt remains unpaid; and that this Contract, or a financing statement covering the collateral described in this Contract, has been duly filed of record with the proper governmental office or agency to the extent and in the manner necessary to perfect an uninterrupted paramount purchase money security interest in Seller or its Assignee.

coverage), theft, physical damage and such other risks and in such amounts for all risks, as Holder shall require.

(b) Any one of the following shall constitute an event of default if, in Holder's option, such occurrence itself, or such occurrence together with surrounding circumstances, materially increases Holder's risks with regard to repayment of the indebtedness due it:

- (1) Death or incompetence of Debtor;
- (2) If the Property is levied upon or seized upon under any levy, attachment, garnishment, writ or other legal process, or if any lien is attached thereto;
- (3) If the Property is lost, stolen or suffers substantial damage or destruction.

#### 10. RIGHTS AND REMEDIES.

Upon the happening of any of the foregoing Events of Default and at any time thereafter, Holder may, at its option, and without notice to Debtor, declare all of the indebtedness of Debtor to Holder to be immediately due and payable, and Holder shall have the rights, options, duties and remedies of a Secured Party, and Debtor shall have the rights and duties of a Debtor, under the Uniform Commercial Code as adopted in the State of Arizona; and, without limitation thereto, Holder shall have the following specific rights:

- (a) To take immediate possession of the Property without notice or resort to legal process and for such purpose to enter upon any premises on which the Property or any part thereof may be situated and remove the same therefrom or, at its option, to render the Property unusable;
- (b) To make or have made any repairs deemed necessary or desirable, the cost of which is to be charged to Debtor;
- (c) To apply the proceeds realized from the disposition of the Property according to law and to payment of reasonable attorneys' fees and legal expenses incurred by Holder, whether or not suit be filed;
- (d) If the proceeds realized from the disposition of the Property shall fail to satisfy all of the obligations of Debtor to Holder hereunder, Debtor shall pay any deficiency balance to Holder upon Holder's demand.

Holder may retake possession of any other goods situated upon or contained within the Property at the time of repossession of the Property, wherever such other goods may be, and hold the same for Debtor at Debtor's risk without liability on the part of Holder, and Debtor shall be liable for any charges for storing such goods incurred by Holder. Any repossession of the Property shall not affect Holder's right, hereby confirmed by Debtor, to retain all payments made prior thereto by the Debtor hereunder. In the event of repossession of the Property, Holder shall have all rights and remedies provided and permitted by law.

#### 11. SETOFF:

Any indebtedness owing from Holder to Debtor and any property and assets of Debtor in possession of Holder may be setoff and applied by Holder on any and all indebtedness or liability owing from Debtor to Holder under this Contract, at any time and from time to time, either before or after maturity, and without demand upon or notice to anyone.

#### 12. GENERAL:

If Holder refers this Contract to an attorney to enforce Holder's remedies hereunder, Debtor will pay all expenses and legal fees incurred, whether or not suit is filed, together with interest thereon until paid at the contract rate. This Contract shall be governed by the laws of the State of Arizona. All terms used herein which are defined in the Uniform Commercial Code of Arizona shall have the same meaning herein as in the Code. Any provisions found to be invalid shall not invalidate the remainder hereof. Waiver of any default shall not constitute waiver of any subsequent default. If this Contract is signed by more than one Debtor, the singular word "Debtor" shall include the plural, and the obligations of all such Debtors shall be joint and several. "Seller" means the selling dealer and initial "Holder". After assignment, "Holder" means the financing institution to which Seller sells and assigns this debt and security instrument (sometimes called "Assignee" herein). All words used herein shall be construed to be of such gender and number as the circumstances require and all references herein to Debtor shall include all other persons primarily or secondarily liable hereunder. This Contract shall be binding upon the heirs, personal representatives, successors and assigns of Debtor and inure to the benefit to Holder, its successors and assigns. This Contract constitutes the entire agreement between the parties and may not be altered or amended except by a writing signed by the Debtor and Holder.

Seller unconditionally guarantees to Assignee the full and immediate payment and performance of this Contract with respect to which any one or more of the foregoing warranties or representations is breached or false and hereby agrees to repurchase this Contract upon the occurrence of any such breach of warranty or false representation immediately, upon demand by Assignee, for a cash amount equal to the net unpaid balance of this Contract by direct cash payment from Seller to Assignee and not by recourse to or adjustment in any dealer reserve or other such accounts. Seller further hereby agrees to indemnify and hold Assignee harmless from all loss, claims, damages, costs, expenses and attorneys' fees incurred or sustained by Assignee resulting from or arising out of such obligations under this Contract determined to be due to any claim or defense Buyer may now or in the future have against Seller relating to the transaction herein described. If the Assignee's and/or Seller's rights and duties hereunder be placed in the hands of an attorney for interpretation or enforcement, the prevailing party shall be entitled to receive and collect from the losing party all court costs and expenses incurred plus reasonable attorneys' fees.

Seller waives all demand and notices of default and consents that, without notice to the Seller, Assignee may extend time of payments or compound or release, by operation of law or otherwise, any rights against Buyer or any other obligor. Assignee shall not be bound to take any steps necessary to preserve any rights in this Contract or any accompanying agreements or documents against prior parties, which Seller hereby agrees to do.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that any method of assignment herein provided shall not be deemed to relieve Seller of and from any liability for the breach of any warranties, representations or agreements contained herein or in this Contract.

### GUARANTY

Undersigned, jointly and severally, guarantee payment of all amounts owing under this Contract and the payment upon demand of the entire amount owing on this Contract in the event of default in payment by Buyer named therein. Undersigned waives notice of performance, demands for performance, notice of non-performance, protests, notice of protest, notice of dishonor, notice of acceptance of this Guaranty, of any extensions in time of payment, of sale of any of the collateral and of all other notices to which the undersigned would be otherwise entitled by law and agrees to pay all amounts owing thereunder upon demand, without requiring any action or proceeding against Buyer, and specifically waives any right to require action against Buyer as provided in Title 12, Chapter 9, Article 9, A.R.S. (1956). Undersigned agree to deliver to Seller or, after assignment, to Assignee timely financial statements and any other information relating to the Undersigned's financial condition as may be reasonably requested.

Dated at \_\_\_\_\_

\_\_\_\_\_  
Guarantor,

Date \_\_\_\_\_

\_\_\_\_\_  
Guarantor,

Total of Payments	The amount you will have paid after you have made all payments as scheduled. \$ 18940.80	Disability Insurance	NONE	I want disability insurance only	INSURED SIGNATURE
Total Sale Price	The total cost of your purchase on credit including your down payment of \$ 4500.00 \$ 23440.80	Credit Life and Disability	NONE	I want credit life and disability insurance	INSURED SIGNATURE
		Joint Credit Life Insurance	NONE	We want joint credit life insurance	INSURED SIGNATURE
		Joint Credit Life and Single Disability Insurance	NONE	We want joint credit life and single disability insurance	INSURED SIGNATURE

**Security:** You are giving a security interest in the motor vehicle being purchased.  
**Late Charge:** If a payment is more than 10 days late, you will be charged \$10 or 5% of the payment, whichever is less.  
**Prepayment:** If you pay off early, you will not have to pay a penalty.  
 See the other portions of this Contract for additional information about non-payment default, and any required repayment in full before the scheduled date.

**ITEMIZATION OF AMOUNT FINANCED**

1. Cash Price (incl. accessories) \$ 14800.00 + Sales Tax \$ 702.00 = Total Cash Sale Price \$ 15502.00 (1)

2. Other charges imposed by Seller includes: FORD ESP BASE  
 a-Vehicle Service Contract (Term) 36 MOS OR 36000 MILES DED \$ 100.00 \$ 695.00  
 b-Dealer Documentary Fee \$ 158.95  
 c-Other (describe) N/A  
 Total \$ 853.95 (2)

3. Total Down Payment includes:  
 a-Trade-in 1977 FORD THUN \$ 4000.00 \$ NONE \$ 4000.00  
 77 FORD LTD \$ 500.00  
 b-Cash Down Payment \$ 4500.00 (3)  
 Total Down Payment \$ 11855.95 (4)

4. Unpaid balance of cash sale price/AMOUNT CREDITED TO YOUR ACCOUNT WITH SELLER (sum of item 1 & 2 less item 3) \$ 11855.95 (4)

5. AMOUNTS PAID TO OTHERS ON YOUR BEHALF INCLUDES:  
 a-Payments to Public Officials for Official Fees:  
 (1) Registration Fees \$ 10.00 + (2) Title Fees \$ 4.00 + (3) Lieu Tax \$ 310.00 +  
 (4) Lien Filing Fees \$ NONE + (5) Postage Fees \$ 1.90 + (6) Weight Fees \$ NONE  
 + (7) Other (describe) \$ NONE  
 Total \$ 325.90 (5a)  
 b-Payments to insurance Companies for Insurance Premiums:  
 (1) Credit Insurance Premiums \$ NONE + (2) Property Insurance Premiums \$ NONE  
 Total \$ NONE (5b)  
 c-Payments to NONE for NONE \$ NONE (5c)  
 d-Payments to NONE for NONE \$ NONE (5d)  
 Total Amount Paid to Others \$ 325.90 (5)

6. Amount Financed - Amount of Credit you will get (Items 4 plus Item 5) \$ 12181.85 (6)

**Promise To Pay:** By signing below, you promise to pay us the Amount Financed, together with interest calculated thereon at the Annual Percentage Rate. You agree to make your payments to us as set forth in the Payment Schedule shown above. Please Note, however, that your final payment may change, depending upon your payment habits. We will apply each payment first to accrued interest and then to reduce your principal balance. This means your finance charge will be less when you pay early and more if you pay late. Any necessary adjustments in your total finance charge will be reflected in your final payment, for which we will send you a bill approximately 10 days before it is due. If a payment is more than 10 days late, you promise to pay us a late charge of \$10 or 5% of the payment, whichever is less.

**Security Interest:** To protect us if you do not pay as promised, or if you break some other promise in this Contract, you give us a purchase money security interest in the motor vehicle described above and in any proceeds of the motor vehicle. This security interest covers all equipment, accessories, and parts that you add to the motor vehicle within 10 days of the date of this Contract. You also give us a security interest in the proceeds of any physical damage insurance policy on the vehicle and in any insurance premiums we finance which are refunded. This security interest does not cover any other debts you owe us, and this debt is not covered by any other security interests held by us. NOTICE: BY GIVING US A SECURITY INTEREST IN THE MOTOR VEHICLE DESCRIBED ABOVE, YOU WAIVE ALL RIGHTS PROVIDED BY LAW TO CLAIM SUCH GOODS EXEMPT FROM LEGAL PROCESS.

**Property Insurance:** You promise to keep the motor vehicle described above insured for its full value against loss or damage and loss payable endorsement in our favor during the time any amount is unpaid under this Contract. YOU MAY OBTAIN YOUR REQUIRED INSURANCE FROM ANY COMPANY ACCEPTABLE TO US. If you purchase your insurance through Seller, the costs and items of coverage are as follows:

	TERM	PREMIUM
Collision (actual cash value of loss less \$ NONE deductible) and Comprehensive including fire and theft (cash value of loss less \$ NONE deductible)	NONE months	\$ NONE
Other (describe) NONE	NONE months	\$ NONE

If you buy insurance through your own agent, the cost is not included in this Contract. Please give us the name and telephone number of the agent you choose:  
 Agent's Name SUN INS ATLANTA CAS CO Telephone Number 800-333-8930

Agent's Address PO BOX 81168 City ATLANTA State GA 303

You intend to use the vehicle primarily for ☒ personal, family, or household purposes ☐ commercial, industrial or agricultural production purposes.

**THIS CONTRACT IS SUBJECT TO THE ADDITIONAL PROVISIONS SET FORTH ON THE BACK. PLEASE READ THE BACK CAREFULLY. IT CONTAINS A LIMITATION ON WARRANTIES AND OTHER IMPORTANT PROVISIONS.**

**NOTICE TO THE BUYER: 1. Do not sign this Contract before you read it or if it contains any blank spaces.**

**2. You are entitled to an exact copy of the Contract you sign.** 3. You should obtain from Seller a copy of any warranty or service contract offered as a part of this Contract. 4. This sale is subject to approval of your credit by Seller and acceptance of this Contract by a financial institution.

**LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT. UNLESS DESCRIBED AND APPROPRIATE PREMIUM CHARGE IS SHOWN IN #5B ABOVE.**

SELLER IS REGULATED BY THE STATE BANKING DEPARTMENT. ANY COMPLAINTS CONCERNING THIS CONTRACT MAY BE ADDRESSED TO THE STATE BANKING DEPARTMENT AT 2910 NORTH 44TH STREET, SUITE 310, PHOENIX, ARIZONA 85018 - 602/265-4421.

Dated this 31ST day of MAR, 1994. Buyer acknowledges receipt of a fully completed copy of this Contract.

SELLER: EARNHARDT FORD SALES CO. BUYER/DEBTOR: BETTY M MCCUSKER

By: [Signature] DALE J BROMO

Its: FINANCE MANAGER BUYER/DEBTOR: Dale J Bromo

\*OTHER OWNERS: If you will be shown on the certificate of title as an owner of the vehicle but do not want to be separately liable to pay this debt, please sign below to give us a security interest in the motor vehicle, its proceeds, and physical damage insurance policy and any refunds of insurance premiums.

**ASSIGNMENT**

Seller hereby assigns to the below designated Assignee under the terms and conditions of a Dealer Agreement ( ☐ Recourse ☒ Non-Recourse) previously entered into between Seller and Assignee, and in any event in accordance with the terms, conditions and warranties of the Seller's Assignment and Warranty on reverse side hereto.


SELLER: EARNHARDT FORD SALES CO. DATED: 31 MAR 1994 BY: [Signature] TITLE: [Signature]  
 Assignee: (Holder) Auto Finance Group Inc. Branch: [Signature]

For Dealer Proceeds Only Line 4 Plus Line 5a \$ 12181.85

**ARIZONA DRIVER LICENSE**

NO 176242417 CL D ENDORSEMENTS  
 EXPIRES 011496  
 BETTY MC CUSKER  
 1940 E WHITTON AV  
 PHOENIX AZ 85016

SEX F WEIGHT 119 HEIGHT 503 EYES BR HAIR BR NO ORGIAN DONOR  
 ISSUE DATE 020892 RESTRICTION NONE BIRTH DATE 011430  
 SIGNATURE OF APPLICANT *Betty McCusker* NO 9100038



**ARIZONA AUTOMOBILE INSURANCE CARD**  
 ATLANTA CASUALTY CO.  
 POB 81168 ATLANTA, GA 30366  
 SUN INSURANCE(800) 333-8930  
 Coverage meets the limits required by law. Arizona law  
 requires evidence be carried in the vehicle at all times

**INSURED**  
 MC CUSKER, BETTY

**ADOT CODE** 0739 **POLICY NUMBER**  
 BINDER

**EFFECTIVE** 121793 **EXPIRATION**  
 121794

**YEAR** 1977 **MAKE** FORD **VIN**  
 7H31F212914

1-6 1994

# ARIZONA DRIVER LICENSE

LIC NO 194346783 CL D ENDORSEMENTS  
EXPIRES 041396  
DALE JAMES SHOMO  
1940 E WHITTON AVE  
PHOENIX AZ 85016

SEX	WEIGHT	HEIGHT	EYES	HAIR	ORIGIN
M	185	511	BR	BR	NO

EXPIR DATE	RESTRICTION	MED CODE	BIRTH DATE
012292			041344

SIGNATURE OF APPLICANT *Dale J Shomo* SEA NO B133358



76111015

APR - 8 1994

# LEASE - RENTAL AGREEMENT

J & L Management and Dale & Betty Shores, Tenant,

Agree as follows:

Agent leases to Tenant and Tenant hires from Agent those premises described as: 2009 E. Chandler Apt. 1 together with the following furniture: Table, Bed, Dresser

Tenant to Pay	Received	Owes	Payable By
Rent \$ <u>436.10</u>	\$ <u>100.00</u>	\$ _____	<u>1</u> / <u>1</u>
Sec Dep \$ <u>250.00</u>	\$ _____	\$ _____	<u>1</u> / <u>1</u>
Chg Dep \$ _____	\$ _____	\$ _____	<u>1</u> / <u>1</u>
Pet Dep \$ _____	\$ _____	\$ _____	<u>1</u> / <u>1</u>
Sales Tax \$ <u>5.22</u>	\$ _____	\$ _____	<u>1</u> / <u>1</u>
Other \$ _____	\$ _____	\$ _____	<u>1</u> / <u>1</u>
Total \$ <u>690.22</u>	\$ <u>590.22</u>	\$ _____	

TERM: The term hereof shall commence on March 1, 1992, and continue (check one of the two following alternatives):

☒ until September, 1992  
☐ on a month-to-month basis thereafter, until either party shall terminate the same by giving the other party THIRTY days written notice provided that Tenant agrees not to terminate prior to the expiration of FOUR months.

RENT: Rent shall be \$ 440.22 per month, payable in advance, upon the FIRST day of each calendar month to Owner or his authorized agent, at the following address: 2331 E. Indian School

or at such other places as may be designated by Owner from time to time.

MULTIPLE OCCUPANCY: It is expressly understood that this agreement is between the Owner and each signatory individually and severally. In the event of default by any one signatory each and every remaining signatory shall be responsible for timely payment of rent and all other provisions of this agreement.

UTILITIES: Tenant shall be responsible for the payment of all utilities and services, except: N/A, which shall be paid by Owner.

USE: The premises shall be used as a residence with no more than 2 adults and        children, and for no other purpose, without the prior written consent of the Owner. Occupancy by guests staying over 15 days will be considered to be in violation of this provision.

NOTES: No pets shall be brought on the premises without the prior written consent of the Owner. In the event that the premises are a portion of a building containing more than one unit, Tenant agrees to abide by any and all house rules, whether promulgated before or after the execution hereof, including, but not limited to, rules with respect to noise, rules, conduct of common areas, and use of common areas. Tenant shall not be a tenant on the premises without prior written consent of the Owner.

CONFORMANCE WITH ORDINANCES: Tenant shall comply with all statutes, ordinances and regulations of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises.

ASSIGNMENT AND SUBLETTING: Tenant shall not assign this agreement or sublet any portion of the premises without prior written consent of the Owner which may not be unreasonably withheld.

MAINTENANCE, REPAIRS OR ALTERATIONS: Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Owner may at any time give Tenant a written inventory of furniture and furnishings on the premises and Tenant shall be deemed to have possession of all said furniture and furnishings in good condition and

repairs, unless he objects thereto in writing within five days after receipt of such inventory. Tenant shall, at his expense, and at all times, maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Tenant shall not paint, paper or otherwise redecorate or

negligence and that of his family or invitees and guests. Tenant shall not permit, permit or otherwise redecorate or make alterations to the premises without the prior written consent of the Owner. Tenant shall irrigate and maintain any surrounding grounds, including lawns and shrubbery, and keep the same clear of rubbish or weeds if such grounds are a part of the premises and are exclusively for the use of the Tenant.

RIGHT OF REDEMPTION: Tenant shall permit Owner or Owner's agent to enter the premises at reasonable times and upon reasonable notice for the purpose of making necessary or convenient repairs, or to show the premises to prospective tenants, purchasers, or mortgagees.

LIABILITY: Owner shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the premises, or on any part thereof, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of Owner, his agents, or his employee. Tenant agrees to hold Owner harmless from any claims for damages no matter how caused, except for injury or damages for which Owner is legally responsible.

POSSESSION: If Owner is unable to deliver possession of the premises at the commencement hereof, Owner shall not be liable for any damages caused thereby, nor shall this agreement be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this agreement if possession is not delivered within seven days of the commencement of the term hereof.

DEPOSIT: The security deposit not forth above, if any, shall secure the performance of Tenant's obligations hereunder. Owner may, but shall not be obligated to, apply all or portions of said deposit on account of Tenant's obligations hereunder. Any balance remaining upon termination shall be returned to Tenant. Tenant shall not have the right to apply the security deposit in payment of the last month's rent.

FORFEITURE: The balance of all deposits shall be refunded within two weeks from date possession is delivered to Owner or his Authorized Agent, together with a statement showing any charges made against such deposits by Owner. ARBITRATION: In any legal action brought by either party to enforce the terms hereof or relating to the domestic relations, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

WARRANTY: No failure of Owner to enforce any term hereof shall be deemed a waiver, nor shall any acceptance of a partial payment of rent be deemed a waiver of Owner's right to the full amount thereof.

NOTICES: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to Tenant at the premises or to Owner at the address shown below or at such other places as may be designated by the parties from time to time.

ENTIRE AGREEMENT: Any holding over after expiration hereof, with the consent of Owner, shall be construed as a month-to-month tenancy in accordance with the term hereof, as applicable.

TERMS: This is of the essence of this agreement.

ATTACHMENTS: Attached Addendums A & B which contain additional terms and conditions of this Agreement and are made a part hereof. Tenants hereby acknowledge that they have read the additional terms and conditions contained in the attached Addendums and agree to be bound thereby.

The undersigned Tenant hereby acknowledges receipt of a copy hereof.

Linda J. Hogg Agent

Dale Shores Tenant  
Betty McCusker Tenant

J & L Management  
 2331 E. Indian School  
 Phoenix, Az. 85016

Address/Phone



## PURCHASER'S STATEMENT

## IMPORTANT NOTICE

Arizona is a "Community Property" state, which generally means that all property, goods, salaries and debts acquired, earned or contracted after marriage belong by law, to the marital community. "Sole and Separate Property" is generally defined as those goods, property, income and debts acquired prior to marriage or inherited after marriage.

Either spouse individually may manage the community property or bind the community to the payment of debt (generally). The Bank may require both spouses to sign certain loan documents necessary or thought necessary to create a valid lien or security interest under applicable Arizona law.

## COMMUNITY PROPERTY DEBT

"This application, unless otherwise marked below, is to be considered as an application for credit extended as a debt to the marital community, based upon the creditworthiness of that community." Supply all information requested on the application.

## SOLE AND SEPARATE PROPERTY

☐ This is an application for individual credit as sole and separate debt, which will be evaluated without regard to the assets, income and creditworthiness of the applicant's spouse or the applicant's marital community. (The applicant should only list marital status and no other information should be given regarding the spouse (if any) except name and address. Applicant should also list all debts for which he/she is obligated by signing to promise to pay, should also list all sole and separate assets and income.)

Dealer EARNHART Direct Conn. Date 3-19-94

Print Full Name MCCUSKER BETTY M J.S.N. Social Security No. 176 24 2417 Date of Birth 1-14-30

Spouse's Full Name DALE J J.S.N. Social Security No. 194 34 6783 Date of Birth 4-13-44

Other Name for Credit File \_\_\_\_\_ Marital Status ☐ MARRIED ☐ UNMARRIED ☐ SEPARATED No. of Dependents \_\_\_\_\_

Home Address 2009 E. CHANDLER City PHX State AZ Zip 85016 How Long at Address 2 Yrs. 2 Mo.

Mailing Address \_\_\_\_\_ Home Phone No. 3848047

Previous Address 1940 E. WHITTON City PHX State AZ Zip 85016 How Long at Address 1 Yr. 4 Mo.

Previous Address \_\_\_\_\_ How Long at Address \_\_\_\_\_ Yrs. Mo.

Nearest Relative (not living with you) GEORGE O'SHEA Address 1940 E WHITTON PHX AZ Relationship BROTHER Phone No. 877 3839

Spouse's Nearest Relative \_\_\_\_\_ Address \_\_\_\_\_ Relationship \_\_\_\_\_ Phone No. \_\_\_\_\_

\*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. Alimony, child support, separate maintenance received under: court order \_\_\_\_\_ written agreement \_\_\_\_\_ oral understanding \_\_\_\_\_

Present Employer (type of business if self employed) VA AND S. SIBBONS (widowed) Military Pay Grade \_\_\_\_\_ Discharge Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Business Phone \_\_\_\_\_

Position \_\_\_\_\_ Buyer ID No. \_\_\_\_\_ How Long 12 Yrs. 3 Mo. Gross Income (Monthly) N/A \$38.00

Spouse's Employer (name and address) GEORGE'S AUTO REPAIR Phone \_\_\_\_\_ How Long 3 Yrs. 3 Mo. Gross Income (Monthly) \$1400.00

Source of Other Income \* (See above) Rents House in Penn. Other Income \* \$300.00

Previous Employer (name and address) \_\_\_\_\_ Position \_\_\_\_\_ How Long \_\_\_\_\_ Yrs. Mo. TOTAL INCOME 2538

Name of Your Bank Great American Checking Account No. \_\_\_\_\_ Average Balance 1000

Branch Name and Address PHX Savings Account No. \_\_\_\_\_ Average Balance \_\_\_\_\_

## DEBT AND CREDIT REFERENCES

VNS Credit Card No.	Credit Limit	ORIGINAL AMOUNT	BALANCE DUE (IF ANY)	AMOUNT OF PAYMENT
<input checked="" type="checkbox"/> Rent	Landlord/Mortgage Holder			
<input checked="" type="checkbox"/> Own	None			
Bank	77 LTD			
Finance Co./Credit Union	T. BIRD			
Department Stores				
Credit Cards				
TOTAL		\$	\$	\$

Drivers License Number 176 24 2417

WE GIVE THE ABOVE INFORMATION FOR THE PURPOSE OF OBTAINING CREDIT AND AUTHORIZE DEALER, THEIR BANKS, AND FORD MOTOR CREDIT CO. TO OBTAIN INFORMATION CONCERNING ANY STATEMENTS MADE HEREIN.

Have You Had Any of the Following?

Repossession ☐ YES ☐ NO

Bankruptcy ☐ YES ☐ NO

Garnishment ☐ YES ☐ NO

Betty McCusker  
Purchaser's Signature

Dale J. Shomo  
Purchaser's Signature

FOR BANK USE ONLY		SPECIAL EQUIPMENT		Selling Price \$14800 Sales Tax \$702 License Fee \$480 \$15982			
<input type="checkbox"/> NEW <input checked="" type="checkbox"/> USED	Year <u>1992</u>	<input checked="" type="checkbox"/> Eng. Option	<input type="checkbox"/> Sun Roof	DOWN PAYMENT: <u>500</u> Cash From Purchaser <u>500</u> Cash From Rebate <u>0</u>			
Make <u>Pontiac Grand Am</u>	Body Style <u>SE</u>	<input type="checkbox"/> Auto. Trans.	<input type="checkbox"/> Cruise	Trade-in Year <u>1988</u> Make <u>Ford</u>			
No. of Cylinders <u>6</u>	Miles <u>34K</u>	<input type="checkbox"/> Pwr Steering	<input type="checkbox"/> Air	Allowance \$ <u>4000</u> Less Owing \$ <u>0</u> Equity \$ <u>1000</u> Total Down Payment <u>1500</u>			
APPROVED <u>BK 900.00 + miles</u>		<input type="checkbox"/> Pwr Brakes	<input type="checkbox"/> Pwr Windows	Where Financed _____			
Officer's Signature and Number _____		<input type="checkbox"/> A/C	<input type="checkbox"/> Pwr Seats	Unpaid Balance \$ <u>11487</u>			
<input type="checkbox"/> NR <input type="checkbox"/> DRA <input type="checkbox"/> PG	For <u>6</u> Months	<input type="checkbox"/> AM/FM		Life - A & H Premium \$ _____			
		<input type="checkbox"/> Cassette		Warranty \$ _____			
		<input type="checkbox"/> Cust. Wheels		Amount to be Financed \$ <u>11487</u>			
		Base Price of Car \$ _____		Term of Contract <u>60</u> Monthly Payment \$ _____			
		Total Cost \$ _____					
		Registration License \$ _____					
		TOTAL (100%) \$ _____					

## IMPORTANT NOTICE

Either spouse *individually* may manage the community property or bind the community to the payment of debt (generally). The Bank may require both spouses to sign certain loan documents necessary or thought necessary to create a valid lien or security interest under applicable Arizona law.

## COMMUNITY PROPERTY DEBT

### SOLE AND SEPARATE PROPERTY

- ☐ This is an application for individual credit as *sole and separate debt*, which will be evaluated without regard to the assets, income or creditworthiness of the applicant's spouse or the applicant's marital community. (The applicant should only list marital status and no other information should be given regarding the spouse (if any) except name and address. Applicant should also list all debts for which he/she is obligated by signing to promise to pay, and should also list all sole and separate assets and income.)

Dealer <b>EARNHART DIRECT CORP.</b>		Date <b>3-19-94</b>	
Print Full Name <b>MCCUSKER</b>		Social Security No. <b>176 24 2417</b>	
Spouse's Full Name <b>Shermo Dale</b>		Social Security No. <b>194 34 6783</b>	
Other Name for Credit File		Marital Status <input type="checkbox"/> MARRIED <input type="checkbox"/> UNMARRIED <input type="checkbox"/> SEPARATED	
Home Address <b>2009 E. CHANDON</b>		How Long at Address <b>2 2</b>	
Mailing Address		Home Phone No. <b>381-8047</b>	
Previous Address <b>1940 E. WHITTON</b>		How Long at Address <b>1 4</b>	
Previous Address		How Long at Address	
Nearest Relative (not living with you) <b>GEORGE O'SHEA</b>		Relationship <b>Brother</b>	
Spouse's Nearest Relative		Relationship	
<p>* 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.</p> <p>Alimony, child support, separate maintenance received under: court order _____ written agreement _____ oral understanding _____</p>			
Present Employer (type of business if self employed) <b>VA AND S.S.I. BENEFITS</b>		Discharge Date <b>(widowed)</b>	
Address		Business Phone	
Position		Gross Income (Monthly) <b>NET \$ 838.00</b>	
Spouse's Employer (name and address) <b>GEORGE'S AUTO REPAIR</b>		Gross Income (Monthly) <b>\$ 1400.00</b>	
Source of Other Income * (See above) <b>Rents HOUSE IN PENN.</b>		Other Income * <b>\$ 300.00</b>	
Previous Employer (name and address)		TOTAL INCOME <b>\$ 2538</b>	
Name of Your Bank <b>Great American</b>		Average Balance <b>1000</b>	
Branch Name and Address <b>PHX</b>		Average Balance	

DEBT AND CREDIT REFERENCES			ORIGINAL AMOUNT	BALANCE DUE (IF ANY)	AMOUNT OF PAYMENT
VNB Credit Card No.	Credit Limit				
<input checked="" type="checkbox"/> 1 - Rent <input checked="" type="checkbox"/> 2 - Own	Landlord/Mortgage Holder				440
Car	Year	Make	Lien Holder		
	77	LTD	NONE		
Banks	77	T. BIRD	NONE		
Finance Co./Credit Union					
Department Stores					
Credit Cards					
TOTAL			\$	\$	\$

Drivers License Number 176 24 24/7

**I/WE GIVE THE ABOVE INFORMATION FOR THE PURPOSE OF OBTAINING CREDIT AND AUTHORIZE DEALER, THEIR BANKS, AND FORD MOTOR CREDIT CO. TO OBTAIN INFORMATION CONCERNING ANY STATEMENTS MADE HEREIN.**

### Have You Had Any of the Following?

Repossession ☐ YES ☐ NO

Bankruptcy ☐ YES ☐ NO

Garnishment ☐ YES ☐ NO

x Betty M<sup>c</sup> Cusker  
Purchaser's Signature

x Dale L. Stone

FOR BANK USE ONLY		SPECIAL EQUIPMENT		\$14800    \$ 702    \$ 490    \$ 15987 Selling Price    Sales Tax    License Fee    Total DOWN PAYMENT: Cash From Purchaser <u>500</u> Cash From Rebate <u>FORB</u> <input type="checkbox"/> Trade-In Year <u>1997</u> Make <u>Ford</u> \$4000    \$ <u>0</u> \$ <u>4000</u> \$ <u>4000</u> Allowance    Less Owning    Equity    Total Down Payment Where Financed _____ Unpaid Balance \$ <u>11487</u> Life - A & H Premium \$ _____ Warranty \$ _____ Amount to be Financed \$ <u>11487</u> Term of Contract <u>60</u> Monthly Payment \$ _____	
<input type="checkbox"/> NEW <input checked="" type="checkbox"/> USED Year <u>1992</u> Make <u>Pontiac</u> Body Style <u>SE</u> No. of Cylinders <u>6</u> Miles <u>34K</u> APPROVED <u>BK 9800. miles + miles</u> Officer's Signature and Number _____ <input type="checkbox"/> NR <input type="checkbox"/> DRA <input type="checkbox"/> FG For \$ _____ Months _____		✓ <input checked="" type="checkbox"/> Eng. Option <input type="checkbox"/> Sun Roof <input checked="" type="checkbox"/> Auto. Trans. <input type="checkbox"/> Cruise <input checked="" type="checkbox"/> Pwr Steering <input checked="" type="checkbox"/> Tilt <input checked="" type="checkbox"/> Pwr Brakes <input checked="" type="checkbox"/> Pwr Windows <input checked="" type="checkbox"/> A/C <input type="checkbox"/> Pwr Seats <input checked="" type="checkbox"/> AM/FM <input type="checkbox"/> <input checked="" type="checkbox"/> Cassette <input type="checkbox"/> <input checked="" type="checkbox"/> Cust. Wheels <input type="checkbox"/> Invoice \$ _____ Base Price of Car \$ _____ Total Cost \$ _____ Tax and License \$ _____ TOTAL (100%) \$ _____			



Jim, Tex, & Mel Earnhardt  
A Family Tradition  
DEALER 60505



EARNHARDT FORD  
777 E BASELINE  
TEMPE, AZ 85283  
602883896000

13540

PURCHASER'S NAME <b>BETTY M MCCUSKER</b> <b>DALE J SHOMO</b>		DATE <b>19 MAR 1994</b>	
ADDRESS <b>2009 E CLARENDON</b>		CITY <b>PHOENIX</b>	
STATE <b>AZ</b>	ZIP <b>85016</b>	PHONE <b>3818047</b>	
VEHICLE TRADE IN DATE TAX EXPIRES			
MAKE <b>FORD</b>	MODEL <b>THUN</b>	YEAR <b>77</b>	VEHICLE IDENTIFICATION NUMBER <b>7G87H168813</b>
ENGINE SIZE <b>98537</b>	TRANSMISSION <b>77</b>	VEHICLE TRADE IN DATE TAX EXPIRES	
MAKE <b>FORD</b>	MODEL <b>LTD</b>	YEAR <b>77</b>	VEHICLE IDENTIFICATION NUMBER <b>7H31P212914</b>
ENGINE SIZE <b>76348</b>	TRANSMISSION <b>C</b>	VEHICLE TRADE IN DATE TAX EXPIRES	
OFFER TO BUY: Purchaser hereby offers to purchase the motor vehicle described in this order. This order is for a cash sale, and nothing herein shall be construed as an extension of credit by Dealer. Purchaser agrees that this order shall not become binding until accepted by Dealer or his authorized representative. Upon acceptance by the Dealer or his authorized representative, this offer to purchase becomes a binding contract. To become binding this offer must be accepted by a manager. The parties specifically agree that any grant of possession to Purchaser prior to receipt of full payment of the total cash balance due on delivery by Dealer is as an accommodation only, and shall not be construed in any way as altering Purchaser's obligation to pay the full cash balance due on delivery shown herein according to the terms hereof or upon demand.			
MERGER PROVISION: The sales personnel of the Dealer are not authorized to make warranties about the merchandise described in this contract or to accept this offer to purchase. Dealer's employee ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES and shall not be relied upon by Purchaser and are not part of this contract for sale. The entire contract is embodied in this writing and NO OTHER WARRANTIES are given beyond those set forth in this written contract. This writing constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions of that agreement.			
LIMITED WARRANTY: The Dealer warrants that the merchandise to be delivered to Purchaser will be in the type and quantity described in this contract. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, MADE BY THE DEALER or the manufacturer of any new vehicle or chassis described in this order, except the most recent printed manufacturer's warranty or warranties applicable to such new vehicle or chassis which are made a part of this order as set forth in N.A. A copy of the manufacturer's warranty or warranties will be furnished to the Purchaser upon delivery of the vehicle or chassis. THE MANUFACTURER'S WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY OF QUALITY, WHETHER EXPRESS OR IMPLIED, EXCEPT THE WARRANTY OF TITLE AND AGAINST PATENT INFRINGEMENT, AND SHALL BE IN LIEU OF ANY OTHER OBLIGATION ON THE PART OF THE DEALER OR THE MANUFACTURER. It is expressly understood and agreed with respect to ANY USED VEHICLE OR CHASSIS described in this order such vehicle or chassis is SOLD AS IS, WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY OF QUALITY, unless a separate written instrument showing the terms of any Dealer warranty is furnished by Dealer to Purchaser at the time of sale or unless the used vehicle or chassis is still subject to a manufacturer's warranty, in which case the warranty covering the vehicle or chassis, if any, is made by the manufacturer only, and is subject to the terms and conditions contained therein. Fulfillment of the obligations of the Dealer, if any, as set forth in the manufacturer's warranty shall constitute fulfillment of all obligations and liabilities of the Dealer to the Purchaser with respect to the goods, whether based on contract, negligence, strict liability in tort, or otherwise. All warranties given hereunder, except the warranty of title and against patent infringement, are those of the manufacturer alone, and are not adopted by the Dealer.			
Odometer Certification: Ford Earnings has inspected the odometer of the vehicle and has found no evidence of alteration or tampering by virtue of this inspection, but Earnings does not represent or warrant that such alteration or tampering has not occurred, nor is there any warranty, express or implied, that the mileage reflected on the odometer is true and accurate mileage, beyond any requirements imposed on Earnings by federal or state law.			
LIMITATION OF LIABILITY: The Dealer shall not under any circumstances be liable for special or consequential damages including, but not limited to, damage or loss of other property or equipment, loss of profits or revenue, cost of capital, cost of purchased or replacement goods or any claims of customers of the Purchaser. The remedies of the Purchaser set forth in the manufacturer's warranty are exclusive. In no event shall the liability of the Dealer with respect to any contract, or anything done in connection therewith such as the performance or breach thereof, or from the sale or use from any of the goods covered by or furnished under this contract, whether arising out of contract, negligence, strict tort or otherwise, except as expressly provided herein, exceed the price of the goods upon which such liability is based. Purchaser agrees that he has read the foregoing provisions and fully understands them; and that the parties to this agreement have freely allocated the risks between them. PURCHASER FURTHER ACKNOWLEDGES THAT THERE ARE ADDITIONAL TERMS APPEARING ON THE BACK OF THIS AGREEMENT, AND THAT HE HAS READ AND AGREES TO THEM.			
Signature <b>Betty M. McCusker</b>		DATE <b>19 MAR 1994</b>	
Signature <b>Betty M. McCusker</b>		DATE <b>19 MAR 1994</b>	
Signature <b>HANKINS, LEONARD</b>		Signature <b>0</b>	
Accepted By <b>HANKINS, LEONARD</b>		Accepted By <b>0</b>	
TO EARNHARDT SALES CO. (HEREINAFTER REFERRED TO AS "DEALER") RETAIL ORDER FOR A MOTOR VEHICLE PLEASE ENTER MY ORDER FOR THE FOLLOWING <input type="checkbox"/> NEW <input checked="" type="checkbox"/> USED <input type="checkbox"/> DEMO <input type="checkbox"/> X-CAR or <input type="checkbox"/> TRUCK <input type="checkbox"/> RV			
MAKE <b>FORD</b>	MODEL <b>THUN</b>	YEAR <b>1992</b>	VEHICLE IDENTIFICATION NUMBER <b>1G2NE14XGNM101649</b>
ENGINE SIZE <b>P238L3</b>	TRANSMISSION <b>WHITE</b>	CURRENTLY EQUIPPED AS FOLLOWS:	
PRICE OF VEHICLE			
DEALER ADDITIONS & DELETIONS OF ACCESSORIES: Purchaser hereby requests the Dealer to make the additions and deletions of accessories noted herein. Purchaser understands and agrees that certain Dealer additions may not conform exactly with factory installed add-ons. Purchaser understands that Dealer already has added equipment or accessories to the vehicle.			
NO ADDS OR DELETES			
CHANDLER			
CASH PRICE <b>14800.00</b>		TAX <b>702.00</b>	
LICENSE AND REGISTRATION FEE <b>325.90</b>		TITLE SERVICE AND RECORDING FEE <b>35.00</b>	
ODOMETER CERTIFICATION FEE <b>25.00</b>		DOCUMENTARY AND ADMINISTRATIVE FEE <b>98.91</b>	
1. TOTAL CASH PRICE DELIVERED <b>15986.81</b>		2. CASH DOWN PAYMENT <b>500.00</b>	
3. TRADE IN ALLOWANCE <b>4000.00</b>		LESS: BALANCE OWING TO <b>400.00</b>	
4. TOTAL DOWN PAYMENT (2 + 3) <b>450.00</b>		5. CASH BALANCE DUE ON DELIVERY <b>114.81</b>	
6. OTHER CHARGES <b>695.00</b>		7. SUN INS <b>800.00</b>	

Calling TRU via Compuserve 9551464 AUTO Ref 53  
 CONNECTED 11-Mar-90 02:51 21

09PNC

Host Name: CDDAZ  
 UIC: T175041B

Connected to 0136 CDD-RUB1

Reference 53  
 BAZ1 RTS 0961262000 MCCUSKER, BETTY M 1762424171  
 CA-2009 E CLARENDON/PHX AZ 050161  
 H-VIV-04/002/LDT3.31

PAGE 1 DATE 3-19-94 TIME 14:36:32 PCX02 V506 BAZ1

BETTY M MCCUSKER  
 2009 E CLARENDON  
 PHOENIX AZ 05016  
 RPTD: 11-92 TO 1-94 U

SSN: 176-24-2417  
 YOB: 1930  
 SPOUSE: D

E: RETIRED  
 RPTD: 9-93

PO BOX 231  
 COALPORT PA 16627  
 RPTD: 9-89

E: VA PENSION  
 RPTD: 4-90

\* AKAI SHOWO

PROFILE SUMMARY:

PUBLIC RECORDS	0	PAST DUE AMT	\$3,469	INQUIRIES	12	SATIS ACCTS	1
INSTALL BAL	\$3,673	SCH/EST PAY	00	INQS/6 MOS	7	NOW DEL/DRB	3
R ESTATE BAL	00	R ESTATE PAY	N/A	TRADELINES	7	WAS DEL/DRB	3
REVOLVING BAL	N/A	REVOLVING AVAIL	N/A	PAID ACCTS	4	OLD TRADE	2-87

SUBSCRIBER ACCOUNT # SUBSCR#	KOB TYPE TERM EODD	DATE OPN BAL DATE LAST PAY	AMT/TYPER BALANCE MONTH PAY	AMT/TYPER STATUS DATE #PASTDUE	ACCT STATUS PYMT HISTORY IN PRIOR MOS
* CLEARFIELD BANK & TRUST 1085135 1175000	BB UNS 12 1	0-87	\$1,000 0	5-88	PD WAS 120
CLEARFIELD BANK & TRUST 1054645 1175000	BB UNS 9 1	6-87	\$500 0	12-87	PAID ACCT
* CLEARFIELD BANK & TRUST 1053729 1175000	BB H/I 30 1	2-87	\$8,700 0	5-88	PD WAS 90
* CLEARFIELD BANK & TRUST 1057251 1175000	BB R/O 42 1	5-88	\$9,406 0	1-92	PD WAS 180
* HEALTHWEST REGIONAL 383810000447670 1931247	MH UNK UNK 1	6-93 2-28-94 12-93	\$1,919 \$1,919	12-93 \$1,919	COLL ACCT
* PENELEC 419210056034 1948222	U UNK UNK 1	10-92 3-02-94	\$1,550 \$1,550	10-92 \$1,550	COLL ACCT
* BUREAU OF MED ECONCS 553872 8938098	MH UNK UNK 1	11-93 2-03-94	\$284 \$284	2-94	COLL ACCT

ORIGINAL CREDITOR: ARIZONA MEDICAL IMAGING

INQUIRIES:

BUD BECK PONTIAC	3-13-94	0960607 A
SHOWCASE PONTIAC GMC	3-00-94	0961147 AU
SUN PONTIAC SUBARU MESA	3-03-94	0960239 A
BELL HONDA	2-20-94	0960803 AU
ECC MANAGEMENT SVCS INC	11-10-93	6980094 VC
BANK ONE/RARP VISA	10-27-93	2250210 BC
AVCO FIN	9-21-93	0520402 FP
LARRY MILLER CHRYS P	9-10-93	0960124 A
TRANSAMERICA FINANCIAL	6-07-93	0540056 FP
FIRST INTERSTATE BANK	5-19-93	3201290 BC
FIRST INTERSTATE BANK	5-13-93	0110726 BB
CITICORP CREDIT SVCS IN	5-17-93	

Calling TRW via Compuserve 9551464 AUTO Ref 54  
 CONNECTED 11-Mar-90 03:02 53

02PNL

Host Name: \*CDDAZ  
 UIC: T175041B

Connected to 0137 CDD-RUC1

Reference 54  
 BAZ1 RTS 896126200X SHOWD,DALE J 194346783;  
 CA-2089 E CLARENDEN/PHX AZ 85016;  
 H-VIV-04/002/LDT3.3;

PAGE 1 DATE 3-19-94 TIME 14:48:04 PCS02 V306 BAZ1

DALE J SHOWD  
 2009 E CLARENDEN  
 PHX AZ 85016  
 RPTD: 6-93 TO 3-94 I

SSN: 194-34-6783  
 YOB: 1944  
 SPOUSE: B

E: ARIZONA PARTITION  
 RPTD: 10-93

SSN: 176-24-2417\*

E: HERTZ  
 RPTD: 11-92 TO 6-93

INQUIRIES:

SEC PAC FIN SVCS INC  
 BANK ONE/BARP VISA  
 LARRY MILLER CHRYS P  
 LARRY MILLER CHRYS P  
 THE BANK OF NEW YORK DE  
 TRANSAMERICA FINANCIAL  
 TEXACO REFINING & MKTG  
 FIRST INTERSTATE BANK  
 FIRST INTERSTATE BANK

11-02-93  
 10-27-93  
 9-10-93  
 9-07-93  
 6-17-93  
 6-07-93  
 6-01-93  
 5-19-93  
 5-13-93

8561205 FP  
 2250210 BC  
 8960124 A  
 8960124 A  
 1217331 BC  
 8540056 FP  
 3430596 OC  
 3201290 BC  
 0110726 BB

\*\*\* BEGINNING TUESDAY MARCH 22, CREDIT CARD ACCOUNT NUMBERS WILL NO LONGER  
 \*\*\* DISPLAY ON YOUR CREDIT PROFILE REPORTS. CONTACT YOUR LOCAL  
 \*\*\* REPRESENTATIVE FOR MORE INFORMATION.  
 END - CREDIT DATA SOUTHWEST, INC.

DISCONNECT 11-Mar-90 03:03 16

125623 BL

TOTAL P.04

4

0000314234 MCCUSKER





ARIZONA DEPARTMENT OF TRANSPORTATION  
MOTOR VEHICLE DIVISION  
LIEN HOLDER RECORD



TITLE NO. H51R942790258

LICENSE NO. KTZ785

EXPIRATION DATE MAR 95

MO/YR FIRST REG 04/92

STATUS REGULAR

MAKE PONTI

YEAR 92

BODY STYLE 2DSD

MODEL GROPX

VEHICLE ID NO. 1G2NE14NXNM101649

OTHER(S):

LIEN HOLDER INFORMATION

AUTO FINANCE GROUP  
PO BOX 4746  
OAKBROOK IL 60522

DATE OF LIEN 033194

AMOUNT 18940.80

BETTY, M (NONE), MCCUSKER

VEHICLE OWNERS DALE, J (NONE), SHOMO

AUTO 60522

LIEN RELEASE, on reverse side, must be NOTARIZED (A.A.C. R17-4-231B)

48-0103 RS/88

\* A-Reflects Actual Mileage  
B-Is in Excess of 99,999 Miles  
C-Is Not Actual Mileage

ODOMETER READING 34697 A



ARIZONA DEPARTMENT OF TRANSPORTATION  
MOTOR VEHICLE DIVISION  
LIEN RELEASE

The lien holder of the vehicle described on the reverse side of this certificate does hereby release and discharge the described lien.

**AUTOFINANCE GROUP, INC.**

Name of Lienholder

Signature of Lienholder or Authorized Agent

Date

Subscribed and sworn to before me this

day of 19

Signature of Notary Public

(SEAL)

County of

My commission expires

**IMPORTANT:**

- (1) This release must be sent to the vehicle owner upon satisfaction of the described lien.
- (2) This release must be included with any future application for title in order to clear the lien from the vehicle record.



AutoFinance Group, Inc.

Betty M. McCusker  
Dale J. Shomo  
2009 East Clarendon  
Phoenix, AZ 85016

Date: May 5, 1994

Account No.:

Dealer Name: Earnhardt Ford Sales Co.

Address: 777 East Baseline  
Tempe, AZ 85283

Vehicle Description: 1992 Pontiac Grand Prix

Date of Contract: March 31, 1994

Vehicle ID # 1G2NE14XXNM101649

#### RETAIL CONTRACT CORRECTION NOTICE

We are pleased to have had the opportunity to purchase your retail installment contract described above. On reviewing the contract, we noticed the error(s) as indicated below:

- The vehicle model on your contract was disclosed incorrectly and should read as follows:  
1992 Pontiac Grand Prix

This does not effect or change your amount financed.

Our records have been noted to show the correction(s) indicated above. Keep this notice as your record of the changes made. If you have any questions contact us at the address below.

Very truly yours,

AUTOFINANCE GROUP, INC,

**AutoFinance Group Inc.**  
Account Maintenance Worksheet

Projected/Actual Net Balance Report \_\_\_\_\_

Repossession Update \_\_\_\_\_

Charge Off Request/Collection \_\_\_\_\_ ✓

Acct Name: MCCUSKER, BETTY

USED

Date Repo/Loss: 06/14/95

Acct Number: 0000314234

Dealer: *Enchanted* DIRECT CONNECTION

Vehicle Information: 1992 PONTIAC GRAND AM

Low Book: , Miles:

Pool #: 1007 TYPE OF LOSS: SKIP

BALANCE AT TIME OF LOSS: Simple 10,059.97

Payoff Info:

Accrd. Interest	572.01
Late Due (add)	0.00
NSF Due (add)	0.00
Other Due (add)	0.00
Misc. Receivables	0.00
Insurance	0.00

TOTAL PAYOFF: 10,631.98

Projected Rebates:

A & H Insurance	0.00
Life Insurance	0.00
Warranty <i>2%</i>	<i>1390</i> <del>0.00</del>
Other	0.00

PROJECTED NET BALANCE: 10,631.98

Estimated Expenses:

Repossession Fees	0.00
Sale or Prep Costs	0.00
Transport Costs	0.00
Legal Expenses	0.00
Other Charges	0.00

ADJUSTED PROJECTED NET BALANCE: 10,631.98

Estimated Revenues:

Sale of Security	<del>0.00</del> <i>6000.00</i>
A & H Claim	0.00
Life Claim	0.00
Warranty Claim	0.00
Insurance (outside)	0.00
Insurance (VSI)	0.00
Other	0.00

TOTAL PROJECTED LOSS: ~~10,631.98~~ *4618.08*

\* \* \* \* ACCOUNTING ENTRIES \* \* \* \*

Auto Principal: 10,059.97

Auto Interest: 572.01

FPI Principal: 0.00

Comments: *Skip*

Account Rep: MM on 06/14/95

Director: *JN Morse* Date: *6/14/95*

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

*Subsequent Recovery*  
*Repo fee: 650.00*  
*Mileage 66.084*  
*Auction: SEP 2015*  
*3rd PA - #814/3424022 or 4021*

# Application for Contract Ford new and used vehicle plans Non-Ford used vehicle plans



SALES BROCHURE  
FORD MOTOR COMPANY  
DETROIT, MI 48240-0001

Micro Number

1 G 2 N E 1 4 X X N M 1 0 1 6 4 9  
Vehicle Identification Number (17 digits)  
Certificate Number (Shaded Area)

## Plan Information

### NEW ESP PLANS

- ☐ New PowertrainCARE (\$50 Deductible) ☐ New RentalCARE (\$0 Deductible)  
☐ New ExtraCARE (\$50 Deductible) ☐ New MaintenanceCARE (\$0 Deductible)  
☐ New PremiumCARE (\$50 Deductible) ☐ \_\_\_\_\_  
**Options (New Plans)**  
☐ \$0 Deductible Option ☐ First Day Rental Option (2-Days Rental for MaintenanceCARE)

### USED ESP/ESC PLANS

- ☐ Used PowertrainCARE (\$100 Deductible)  
☐ Used BaseCARE (\$100 Deductible)  
☐ Used ExtraCARE (\$100 Deductible)  
**Option (Used Plans)**  
☐ \$50 Deductible Option

### TIME/MILEAGE SELECTION

Please refer to the ESP Pricing Guide for Time/Mileage availability.

Plan Months Plan Miles (no tenths)

### MaintenanceCARE Time/Mileage

Plan Months Plan Miles (no tenths)

### Price of ESP Coverage

Please include any applicable tax and charges for options and features. \$ 695.00

### Vehicle Features (incurring surcharges)

- ☐ Diesel ☐ SHO, Turbo, Rotary Supercharger, Used Full-Size 4x4 ☐ Police, Taxi Cab, Emergency, Commuter Transportation, or Commercial Delivery Vehicles (New Vehicle Plans Only)

## Non-Ford Vehicle Information

- 1 Vehicle Make: FORD  
 2 Model: GRAN PRIZ Year: 1992  
 3 Transmission: ☒ Auto ☐ Manual  
 4 Air Conditioner: ☒ Yes ☐ No  
 5 Power Steering: ☒ Yes ☐ No  
 6 Drive Axle: ☒ Front ☐ Rear ☐ 4x4

## Customer Information

☐ B ☐ M MCCUSKER  
Initials Last Name or Company Name

2009 E CLARENDON  
Street Address

PHOENIX AZ 85016  
City State Zip Code

Beth M. McCusker 03/19/94  
Customer's Signature Date

(381)8047 NONE  
Customer's Phone Number Lienholder

### NOTE:

- This is an Application for Contract only. Coverage is not valid until accepted by ESP Headquarters.
- Use this form for repair of covered components until you receive your membership card and contract provisions. Refer to the Sales Brochure for specific plan information. Please verify Vehicle Identification Number (VIN) shown above for accurate registration of your vehicle.
- If your membership card and contract provisions are not received within 60 days at the address shown above, contact your selling dealership.

## Expiration Information

03 19 94 0 3 4 6 9 7  
\*WSD/Signature Date Current Miles (no tenths)

03 19 97 70697  
Expiration Date Expiration Miles

03 19 97 70697  
MaintenanceCARE Expiration Date MaintenanceCARE Expiration Miles (no tenths)

\*The expiration of all new vehicle plans is calculated from the Warranty Start Date (WSD) and zero miles.

The expiration of Used ESP/ESC plans is calculated from the signature date and miles. ESP/ESC contract coverage expires at the expiration date or mileage, whichever occurs first.

If the ESP used plan is purchased while the Ford Motor Company factory warranty is in effect, the expiration date and mileage is calculated from the expiration of the factory warranty. NOTE: Used PowertrainCARE expiration is calculated from the expiration of the powertrain warranty.

## Dealership Information

FARNHARDT FORD  
Dealership Name  
777 E BASELINE TEMPE, AZ 85283  
Dealership Address

[Signature]  
Dealership Signature

2 8 3 0 0 0 0 0 0  
P & A Code (including check digit)

Check for APR - 8 1994

☐ Ten-Month Payment Plan

☐ Five-Month Payment Plan

**Do NOT DRE Payment Plan contracts**

Ford Extended Service Plan  
 Service Contract Administration Unit  
 P.O. Box 1909  
 Dearborn, Michigan 48121

Do NOT send the white copy of this form to ESP Headquarters, if registered by DRE.

FCS 8240, October 1993  
 Previous editions are invalid.

No. 4 GREEN - Lienholder

STAPLE HERE

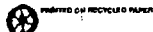
## APPLICATION FOR ARIZONA CERTIFICATE OF TITLE

REGISTRATION  
EXPIRES LAST DAY OF

Type or print in BLACK INK.

When validated, THIS IS YOUR REGISTRATION  
and must be carried in vehicle at all times.

48-0509 R10/91 S



APP. TYPE	Check the type of application desired:												
	DUPLICATE (see below)		TITLE ONLY		TRANSFER		DISMANTLING		SALVAGE		OTHER		
VEHICLE	If duplicate is checked, the original certificate of title must not have been assigned and/or surrendered to anyone. The original certificate has become: (check one)												
	LOST		DESTROYED		MUTILATED		ILLEGIBLE		(Mutilated or illegible title must be attached)				
APPLICANTS INFORMATION	PLATE NO.	TAB NO.	VEHICLE ID NO.		MAKE		BODY STYLE		YEAR				
	MTN/YFR	MODEL	LIST PRICE	GVM/GCW	FUEL	ODOMETER READING	PONT	SDN	92		MOBILE HM L/W		
1	NAME (First/Middle/Last)										OR, AND, AND/OR	DATE OF BIRTH	DRIVER LICENSE OR ID NO.
	BETTY M MCCUSKER												176242417
2	DALE J SHOMO												194346783
	2009 E CLARENDON										MAILING ADDRESS		
3	PHOENIX										CITY/STATE/ZIP CODE		
	AZ 85016												
4	RESIDENCE ADDRESS OF OWNER OR LESSEE (If different from mailing)										CITY STATE		
LIENHOLDER	1ST LIENHOLDER NAME										AMOUNT	DATE	
	AUTO ONE ACCEPTANCE CORP. AGENT										18940.00	3-31-94	
M/H	MAILING ADDRESS										AMOUNT	DATE	
	POB 851119 MOBILE AL 36685-1119												
APPLICANTS CERTIFICATION	2ND LIENHOLDER NAME										AMOUNT	DATE	
	MAILING ADDRESS												
Must Be Completed in Full	3RD LIENHOLDER NAME										AMOUNT	DATE	
	MAILING ADDRESS												
LEGAL STATUS	MOBILE HOME MANUFACTURER										PHYSICAL LOCATION OF MOBILE HOME		
MVD USE	The vehicle was acquired <input checked="" type="checkbox"/> New <input type="checkbox"/> Used on 03/31/94										Are your registration rights under suspension? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
	from Name EARNHARDT FORD SALES										Is the vehicle specially constructed or reconstructed? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
	City/State 85283										Will the vehicle be rented without a driver? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
	The undersigned make application to the Division for registration and a certificate of title. The undersigned warrant said vehicle to be free from all liens and encumbrances except those indicated above, and warrant all information on this application to be true and acknowledge the odometer reading above as qualified by the seller. It is not the responsibility of the Division to determine the accuracy of the odometer statement. The undersigned certify that said vehicle is in compliance with state financial responsibility laws and will remain in compliance during the entire registration period.										FEES		
	ALL APPLICANTS MUST SIGN HERE										VLT		
	1. Betty M. McCusker 2. Dale J. Shomo										REG		
	The undersigned having applied for a certificate of title in our names, do hereby state that we hold this property as joint tenants and furthermore empower and authorize each other as attorney in fact to assign the certificate of title by his or her signature alone and thereby transfer, sell, mortgage or otherwise encumber the vehicle in the same manner as though all joint owners had acted and signed.										CRF		
	FOR "OR" LEGAL STATUS, ALL APPLICANTS MUST ALSO SIGN HERE										WGT		
	1. Betty M. McCusker 2. Dale J. Shomo										LWT		
											EIF		
	BATCH NO/DATE/COUNTY/BRANCH										AQF		
	CAT STATUS										SPL		
	PLATE CANCELLED/PLATE NO./AGENT										COL		
											TRN		
	NEW TITLE NO.										LOP		
	NEW FILM REFERENCE NO.										UTX		
	PREVIOUS TITLE NO.										DOR		
	STATE PREVIOUS FILM REFERENCE NO.										PST		
	MVD TAX ACCT NO.										PEN		
											TTL		
	TOTAL										VALIDATE HERE:		

\* See Reverse Side

MVD

**AUTOFINANCE GROUP, INC.**  
**601 OAKMONT LANE, SUITE 350**  
**WESTMONT, IL 60559**  
**(708)655-7100**

January 17, 1996

**EARNHART FORD SALES CO.**  
**777 E. BASELINE**  
**TEMPE, AZ 85283**

**SERVICE CONTRACT CANCELLATION REQUEST**

Dear Sir/Madam:

Please cancel the referenced policy on the contract listed below. The refund is to be sent directly to AFG at 601 Oakmont Lane, Suite 350, Westmont, IL 60559. Thank you in advance for your anticipated prompt attention to this request.

<b>CUSTOMER:</b>	<b>BETTY MCCUSKER</b>
<b>AFG ACCT.#:</b>	<b>314234</b>
<b>CONTRACT DATE:</b>	<b>03/19/94</b>
<b>YR, MAKE, &amp; MODEL OF VEHICLE:</b>	<b>92 PONTIAC GRAND AM</b>
<b>VIN#:</b>	<b>1G2NE14XXNM101649</b>
<b>MILEAGE:</b>	<b>66,084</b>
<b>PREMIUM AMT OF CONTRACT:</b>	<b>\$695.00</b>
<b>ORIGINAL TERM:</b>	<b>36 MONTHS/36,000 MILES</b>
<b>REASON FOR CANCELLATION:</b>	<b>REPOSSESSION</b>
<b>DATE OF CANCELLATION:</b>	<b>06/14/95</b>
<b>EXPECTED REFUND:</b>	<b>\$13.90 DUE WITHIN 30 DAYS</b>

Sincerely,

Jody Coleman  
Customer Service Department

**AutoFinance Group Inc.**  
Account Maintenance Worksheet

Projected/Actual Net Balance Report \_\_\_\_\_ Repossession Update \_\_\_\_\_ Charge Off Request/Collection ☒

Acct Name: MCCUSKER, BETTY USED Date Repo/Loss: 06/14/95

Acct Number: 0000314234 Dealer: DIRECT CONNECTION

Vehicle Information: 1992 PONTIAC GRAND AM Low Book: , Miles:

Pool #: 1007 TYPE OF LOSS: SKIP

BALANCE AT TIME OF LOSS: Simple 10,059.97

Payoff Info:

Accrd. Interest	572.01
Late Due (add)	0.00
NSF Due (add)	0.00
Other Due (add)	0.00
Misc. Receivables	0.00
Insurance	0.00

TOTAL PAYOFF: 10,631.98

Projected Rebates:

A & H Insurance	0.00
Life Insurance	0.00
Warranty 2% 1390	<del>0.00</del>
Other	0.00

PROJECTED NET BALANCE: 10,631.98

Estimated Expenses:

Repossession Fees	0.00
Sale or Prep Costs	0.00
Transport Costs	0.00
Legal Expenses	0.00
Other Charges	0.00

ADJUSTED PROJECTED NET BALANCE: 10,631.98

Estimated Revenues:

Sale of Security	<del>0.00</del> 6000.00
A & H Claim	0.00
Life Claim	0.00
Warranty Claim	0.00
Insurance (outside)	0.00
Insurance (VSI)	0.00
Other	0.00

TOTAL PROJECTED LOSS: ~~10,631.98~~ 4618.08

*Subsequent Recovery*  
*Repo fee: 1650.00*  
*Mileage 66.084*  
*Auction: 66084*  
*Partway Phillipsburg or*  
*3rd PA - #814/3424022 or 4021*

\* \* \* \* ACCOUNTING ENTRIES \* \* \* \*

Comments:

*Skip*

Account Rep: MM on 06/14/95

Director: *M. Morse* Date *6/14/95*

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

Auto Principal: 10,059.97

Auto Interest: 572.01

FPI Principal: 0.00

# Application for Contract Ford new and used vehicle plans Non-Ford used vehicle plans



PRINTED NAME: [blank]  
PRINTED ADDRESS: [blank]  
PRINTED CITY: [blank]  
PRINTED STATE: [blank]  
PRINTED ZIP: [blank]

Micro Number [blank]

1 G 2 N E 1 4 X X [blank]

Vehicle Identification Number (17 digits)  
Certificate Number (Shaded Area)

## Plan Information

### NEW ESP PLANS

- ☐ New PowertrainCARE (\$50 Deductible) ☐ New RentalCARE (\$0 Deductible)
- ☐ New ExtraCARE (\$50 Deductible) ☐ New MaintenanceCARE (\$0 Deductible)
- ☐ New PremiumCARE (\$50 Deductible) ☐ [blank]
- Options (New Plans)**
- ☐ \$0 Deductible Option ☐ First Day Rental Option (2-Days Rental for MaintenanceCARE)

### USED ESP/ESC PLANS

- ☐ Used PowertrainCARE (\$100 Deductible)
- ☐ Used BaseCARE (\$100 Deductible)
- ☐ Used ExtraCARE (\$100 Deductible)
- Option (Used Plans)**
- ☐ \$50 Deductible Option

### TIME/MILEAGE SELECTION

Please refer to the ESP Pricing Guide for Time/Mileage availability.

Plan Months: 36 Plan Miles (no tenths): 0 3 6 0 0 0

### MaintenanceCARE Time/Mileage

Plan Months: [blank] Plan Miles (no tenths): [blank]

### Price of ESP Coverage

Please include any applicable tax and charges for options and features. \$ 695.00

### Vehicle Features (incurring surcharges)

- ☐ Diesel ☐ SHO, Turbo, Rotary Supercharger ☐ Police, Taxi Cab, Emergency, Commuter Transportation, or Commercial Delivery Vehicles (New Vehicle Plans Only)
- ☐ Used Full-Size 4x4

## Non-Ford Vehicle Information

- 1 Vehicle Make: Ford
- 2 Model: GRAN PRIZ Year: 1992
- 3 Transmission: ☒ Auto ☐ Manual
- 4 Air Conditioner: ☒ Yes ☐ No
- 5 Power Steering: ☒ Yes ☐ No
- 6 Drive Axle: ☒ Front ☐ Rear ☐ 4x4

## Customer Information

B M MCCUSKER

Initials Last Name or Company Name

2009 E CLARENDON

Street Address

PHOENIX AZ 85016

City State Zip Code

Betty M. McCusker 03/19/94

Customer's Signature Date

(381) 8047 NONE

Customer's Phone Number Lienholder

## Expiration Information

03 19 94 0 3 4 6 9 7

\*WSD/Signature Date Current Miles (no tenths)

03 19 97 70697

Expiration Date Expiration Miles

MaintenanceCARE Expiration Date MaintenanceCARE Expiration Miles (no tenths)

### NOTE:

- This is an Application for Contract only. Coverage is not valid until accepted by ESP Headquarters.
- Use this form for repair of covered components until you receive your membership card and contract provisions. Refer to the Sales Brochure for specific plan information. Please verify Vehicle Identification Number (VIN) shown above for accurate registration of your vehicle.
- If your membership card and contract provisions are not received within 60 days at the address shown above, contact your selling dealership.

## Dealership Information

EARNHARDT FORD

Dealership Name

777 E BASELINE TEMPE, AZ 85283

Dealership Address

[Signature]

Dealership Signature

[blank] - [blank]

P & A Code (including check digit)

Check for APR - 8 1994

☐ Ten-Month Payment Plan

☐ Five-Month Payment Plan

☐ Do NOT DRE Payment Plan

RECEIVED

Ford Extended Service Plan  
Service Contract Administration Unit  
P.O. Box 1909  
Dearborn, Michigan 48121

Do NOT send the white copy of this form to ESP Headquarters, if registered by DRE.

FCS 8240, October 1993  
Previous editions are invalid.

No. 4 GREEN - Lienholder



2009 E CLARENDON  
PHOENIX

85016

TEMPE, AZ  
85283

This is an agreement for the installment purchase by you of the motor vehicle described below. As used in this Contract, the words "you" and "your" mean the buyer or buyers who sign below. The words "we", "us" and "our" refer to the seller whose name and address appear above and to anyone which purchases, and receives an assignment of this Contract (referred to as the "Assignee"). If the Assignee notifies you that it has purchased this Contract, you agree to make all of your payments to that Assignee. By signing below, you also agree to all of the terms on both sides of this Contract.

This motor vehicle which you are purchasing is a:

NEW OR USED	YEAR MODEL	MAKE TRADE NAME	NO. CYL.	BODY TYPE	MODEL # OR SERIES	VEHICLE ID. #
USED	92	POST		SED	GRAND	1G7NJK1400M101649

EQUIPMENT:

☐ AM/FM Stereo ☐ 4 Sp. Trans. ☐ T-Top/Sun ☐ Pwr. Strg. ☐ Air Cond. ☐ Pwr. Wind. ☐ Pwr. Doors  
☐ Tape ☐ 5 Sp. Trans. ☐ Vinyl Roof ☐ Auto. Trans. ☐ Cruise ☐ Pwr. Seats ☐ Cust. White

Misc. Equipment:

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate. <b>23.06%</b>		Your payment schedule will be: Number of Payments: <b>48</b> Amount of Payments: <b>394.80</b> When Payments Are Due: Monthly, Beginning <b>15 MAY 1994</b>																			
<b>FINANCE CHARGE</b> The dollar amount the credit will cost you. <b>\$ 6758.95</b>		Insurance: Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.																			
<b>Amount Financed</b> The amount of credit provided to you or on your behalf. <b>\$ 12181.85</b>		<table border="1"> <tr> <th>Type</th><th>Premium</th><th>Signature</th></tr> <tr> <td>Credit Life Insurance</td><td>NONE</td><td>I want credit life insurance only. <u>INSURED SIGNATURE</u></td></tr> <tr> <td>Disability Insurance</td><td>NONE</td><td>I want disability insurance only. <u>INSURED SIGNATURE</u></td></tr> <tr> <td>Credit Life and Disability</td><td>NONE</td><td>I want credit life and disability insurance. <u>INSURED SIGNATURE</u></td></tr> <tr> <td>Joint Credit Life Insurance</td><td>NONE</td><td>We want joint credit life insurance. <u>INSURED SIGNATURE</u></td></tr> <tr> <td>Joint Credit Life and Single Disability Insurance</td><td>NONE</td><td>We want joint credit life and single disability insurance. <u>INSURED SIGNATURE</u></td></tr> </table>		Type	Premium	Signature	Credit Life Insurance	NONE	I want credit life insurance only. <u>INSURED SIGNATURE</u>	Disability Insurance	NONE	I want disability insurance only. <u>INSURED SIGNATURE</u>	Credit Life and Disability	NONE	I want credit life and disability insurance. <u>INSURED SIGNATURE</u>	Joint Credit Life Insurance	NONE	We want joint credit life insurance. <u>INSURED SIGNATURE</u>	Joint Credit Life and Single Disability Insurance	NONE	We want joint credit life and single disability insurance. <u>INSURED SIGNATURE</u>
Type	Premium	Signature																			
Credit Life Insurance	NONE	I want credit life insurance only. <u>INSURED SIGNATURE</u>																			
Disability Insurance	NONE	I want disability insurance only. <u>INSURED SIGNATURE</u>																			
Credit Life and Disability	NONE	I want credit life and disability insurance. <u>INSURED SIGNATURE</u>																			
Joint Credit Life Insurance	NONE	We want joint credit life insurance. <u>INSURED SIGNATURE</u>																			
Joint Credit Life and Single Disability Insurance	NONE	We want joint credit life and single disability insurance. <u>INSURED SIGNATURE</u>																			
<b>Total of Payments</b> The amount you will have paid after you have made all payments as scheduled. <b>\$ 18940.80</b>		Security: You are giving a security interest in the motor vehicle being purchased. If a payment is more than 10 days late, you will be charged \$10 or 5% of the payment, whichever is less. Prepayment: If you pay off early, you will not have to pay a penalty. See the other portions of this Contract for additional information about non-payment default, and any required repayment in full before the scheduled date.																			
<b>Total Sale Price</b> The total cost of your purchase on credit including your down payment of \$ 4500.00. <b>\$ 23440.80</b>																					

<b>ITEMIZATION OF AMOUNT FINANCED</b> 1. Cash Price, (incl. accessories) \$ <b>18800.00</b> + Sales Tax \$ <b>702.00</b> = Total Cash Sale Price \$ <b>19502.00</b> (1)	
2. Other charges imposed by Seller includes: <b>FORD BSP BASE</b> a-Vehicle Service Contract (Term) <b>36 MOS OR 36000 MILES DED \$ 100.00</b> \$ <b>595.00</b> b-Dealer Documentary Fee \$ <b>158.95</b> c-Other (describe) \$ <b>N/A</b> Total \$ <b>853.95</b> (2)	
3. Total Down Payment includes: a-Trade-in: <b>1977 FORD LTD</b> \$ <b>4000.00</b> - \$ <b>NONE</b> = \$ <b>4000.00</b> b-Cash Down Payment \$ <b>500.00</b> Total Down Payment \$ <b>4500.00</b> (3)	
4. Unpaid balance of cash sale price/AMOUNT CREDITED TO YOUR ACCOUNT WITH SELLER (sum of item 1 & 2 less item 3) \$ <b>11853.95</b> (4)	
5. AMOUNTS PAID TO OTHERS ON YOUR BEHALF INCLUDES: a-Payments to Public Officials for Official Fees: (1) Registration Fees \$ <b>10.00</b> + (2) Title Fees \$ <b>4.00</b> + (3) Lien Tax \$ <b>310.00</b> + (4) Lien Filing Fees \$ <b>NONE</b> + (5) Postage Fees \$ <b>1.90</b> + (6) Weight Fees \$ <b>NONE</b> + (7) Other (describe) \$ <b>NONE</b> Total \$ <b>325.90</b> (5a) b-Payments to Insurance Companies for Insurance Premiums: (1) Credit Insurance Premiums \$ <b>NONE</b> + (2) Property Insurance Premiums \$ <b>NONE</b> Total \$ <b>NONE</b> (5b) c-Payments to <b>NONE</b> for <b>NONE</b> \$ <b>NONE</b> (5c) d-Payments to <b>NONE</b> for <b>NONE</b> \$ <b>NONE</b> (5d) Total Amount Paid to Others \$ <b>325.90</b> (5)	
6. Amount Financed - Amount of Credit you will get (Items 4 plus item 5) \$ <b>12181.85</b> (6)	

**Provision To Pay:** By signing below, you promise to pay us the Amount Financed, together with interest calculated thereon at the Annual Percentage Rate. You agree to make your payments to us as set forth in the Payment Schedule shown above. Please Note, however, that your final payment may change, depending upon your payment habits. We will apply each payment first to accrued interest and then to reduce your principal balance. This means your finance charge will be less when you pay early and more if you pay late. Any necessary adjustments in your total finance charge will be reflected in your final payment, for which we will send you a bill approximately 10 days before it is due. If a payment is more than 10 days late, you promise to pay us a late charge of \$10 or 5% of the payment, whichever is less.

**Security Interest:** To protect us if you do not pay as promised, or if you break some other promise in this Contract, you give us a purchase money security interest in the motor vehicle described above and in any proceeds of the motor vehicle. This security interest covers all equipment, accessories, and parts that you add to the motor vehicle within 10 days of the date of this Contract. You also give us a security interest in the proceeds of any physical damage insurance policy on the vehicle and in any insurance proceeds we receive which are refunded. This security interest does not cover any other debts you owe us, and this debt is not covered by any other security interests held by us. NOTICE: BY GIVING US A SECURITY INTEREST IN THE MOTOR VEHICLE DESCRIBED ABOVE, YOU WAIVE ALL RIGHTS PROVIDED BY LAW TO CLAIM SUCH GOODS EXEMPT FROM LEGAL PROCESS.

**Property Insurance:** You promise to keep the motor vehicle described above insured for its full value against loss or damage and loss payable endorsement in new favor during the time any amount is unpaid under this Contract. YOU MAY OBTAIN YOUR REQUIRED INSURANCE FROM ANY COMPANY ACCEPTABLE TO US. If you purchase your insurance through Seller, the costs and terms of coverage are as follows:

	TERM	PREMIUM
Collision (actual cash value of loss less \$ <b>NONE</b> deductible) and Comprehensive, including fire and theft (cash value of loss less \$ <b>NONE</b> deductible).	<b>NONE</b> months	\$ <b>NONE</b>
Other (describe)	<b>NONE</b> months	\$ <b>NONE</b>

If you buy insurance through your own agent, the cost is not included in this Contract. Please give us the name and telephone number of the agent you choose:  
 Agent's Name: **SON INS ATLANTA CAS CO** Telephone Number: **800 333 8830**

Agent's Address: **PO BOX 81108** City: **ATLANTA** State: **GA 303**

You intend to use the vehicle primarily for ☒ personal, family, or household purposes ☐ commercial, industrial or agricultural production purposes.

**THIS CONTRACT IS SUBJECT TO THE ADDITIONAL PROVISIONS SET FORTH ON THE BACK. PLEASE READ THE BACK CAREFULLY. IT CONTAINS A LIMITATION ON WARRANTIES AND OTHER IMPORTANT PROVISIONS.**

**NOTICE TO THE BUYER:** 1. Do not sign this Contract before you read it or if it contains any blank spaces. 2. You are entitled to an exact copy of the Contract you sign. 3. You should obtain from Seller a copy of any warranty or service contract offered as a part of this Contract. 4. This sale is subject to approval of your credit by Seller and acceptance of this Contract by a financial institution.

**LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT. UNLESS DESCRIBED AND APPROPRIATE PREMIUM CHARGE IS SHOWN IN #5b ABOVE.**

SELLER IS REGULATED BY THE STATE BANKING DEPARTMENT. ANY COMPLAINTS CONCERNING THIS CONTRACT MAY BE ADDRESSED TO THE STATE BANKING DEPARTMENT AT 2910 NORTH 44TH STREET, SUITE 310, PHOENIX, ARIZONA 85016 - 602/266-4421.

Dated this **15** day of **MAY**, 19**94**. Buyer acknowledges receipt of a fully completed copy of this Contract.

SELLER: **FARMHART FORD SALES CO.** BUYER/DEBTOR: **RETTY H MCCOY**  
 By: **MARKY MANAGER** BUYER/DEBTOR: **DALE J BRONK**

OTHER OWNERS: If you will be shown on the certificate of title as an owner of the vehicle but do not want to be separately liable to pay this debt, please sign below to give us a security interest in the motor vehicle, its proceeds, and physical damage insurance policy and any refunds of insurance premiums.

AUTOFINANCE GROUP, INC  
601 OAKMONT LANE SUITE 350  
WESTMONT IL 60559  
(708) 655-7100

DATE: December 19, 1995

TO: DALE SHOMO  
P.O. BOX 231  
COALPORT, PA 16627

STATEMENT OF DEFICIENCY CHARGES

(After Repossession and Sale)

Account#: 314234

Vehicle: 1992 PONTIAC GRANDAM

The vehicle listed on your contract or security agreement executed on 03/31/94 has been sold in accordance with the terms thereof.

Unpaid Balance prior to sale: \$ 11,345.79  
(Includes all collection,  
repossession and sale costs)

Proceeds from sale: \$ 5,900.00

Deficiency balance after sale: \$ 5,445.79

**THE AMOUNT OBTAINED UPON SALE OF THE VEHICLE WAS INSUFFICIENT TO PAY THE FULL BALANCE DUE. THEREFORE, YOU ARE SUBJECT TO LEGAL AND/ OR COLLECTION ACTION. TO PREVENT SUCH, ACCEPTABLE ARRANGEMENTS FOR REPAYMENT OF THE "DEFICIENCY BALANCE AFTER SALE" CAN BE MADE IMMEDIATELY BY CONTACTING OUR OFFICE AT 800-877-2860 TO DISCUSS AN APPROPRIATE REPAYMENT PLAN.**

P 378 475 978

US Postal Service

**Receipt for Certified Mail**

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sent to	
Dale Shomo	
Street & Number	
P.O. Box 231	
Post Office, State, & ZIP Code	
Coalport, PA 16627	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date	

PS Form 3800, April 1995

AUTOFINANCE GROUP, INC.

INFORMATION REQUIRED ON "DEFICIENCIES"

Account Number: 0000314234

Name of Debtor: BETTY MCCUSKER  
Last Address: BLANE CTY ROAD BOX 784  
COALPORT, PA 16627-  
Phone Number: (814) 672-5941  
Employer:

Dale J. Shomo  
P.O. Box 231  
Coalport, PA  
16627

Original Contract Information	Contract Amount:	12,181.85
	Original Term:	48
	Pmts Remaining:	37
	Payment Amount:	394.60

Repossession Information	Date of Repossession:	08/14/95
	Date of Notice:	08/15/95
	Date of Resale:	09/14/95

Expenses	Repo fee:	650.00
	Repairs, Liens, Etc:	0.00
	Auction Fees:	330.00
	TOTAL EXPENSES:	980.00

Amount Vehicle Sold for:	5,900.00
Current Balance:	<del>4,755.98</del> 4,656.39
Int.Due/Fin. Crg Refund:	<del>222.35</del>
Late Charges Due:	10.00
NSF Charges Due:	0.00
Other Charge Due:	779.40
Misc Recv Due:	0.00
Insurance Due:	0.00
Deficiency Balance of Contract:	<del>5,767.73</del>
AMOUNT NOW DUE TO COLLECT:	<del>5,767.73</del> 5,445.79

\* COPIES OF SUPPORTIVE DOCUMENTATION IS ATTACHED

# CENTRAL PA AUTO AUCTION, INC.

## CONSIGNOR'S VOUCHER

YEAR 92  
MAKE PONTIAC  
MODEL GRAND AM  
BODY STYLE 2D  
COLOR WHITE  
ENGINE 6G  
STOCK NO. 314234

### CONSIGNOR'S STATEMENT

SELL PRICE \$5,900.00  
LESS SELLERS FEE \$ .00

91,289 - 1 91289

SEQ#: 80,241

CHECK NO. 91,289 1

INVOICE NO.

AUCTION DATE 9/14/95

CAR NUMBER 14L

WORK ORDER NO.

GUARANTEE TYPE

DECLARATION

EQUIPMENT ATPSACRA

ODOMETER 66,138

SERIAL NO. 1G2NE14NXNM101649

LESS OTHER DEDUCTIONS	CAR NO	SALE DATE	DEDUCTION AMOUNT	SERIAL NUMBER
TRANSPORTATIO 26007	14L	9/14/95	30.00	1G2NE14NXNM101649
SELL/ADMIN FE 26008	14L	9/14/95	40.00	1G2NE14NXNM101649
RECONDITIONIN 26009	14L	9/14/95	95.00	1G2NE14NXNM101649
STORAGE 26010	14L	9/14/95	150.00	1G2NE14NXNM101649
CONDITION REP 26011	14L	9/14/95	15.00	1G2NE14NXNM101649

• TRANSFERRED FROM ACCOUNTS RECEIVABLE

TOTAL DEDUCTIONS

\$330.00

NET CHECK AMOUNT

\$5,570.00

## CENTRAL PA AUTO AUCTION, INC.

EXIT 28 INTERSTATE 80  
P.O. BOX 41 LOCK HAVEN, PA 17755  
717-726-4300 - 800-248-8026

SEQ# 80,241

AUCT. DT. 9/14/95



Commonwealth Bank

91289

CHECK AMOUNT	CHECK NO.	CHECK DATE
\$5,570.00	91,289	9/15/95

FIVE THOUSAND FIVE HUNDRED SEVENTY DOLLARS AND 00 CENTS

PAY  
TO THE  
ORDER OF

AUTOFINANCE GROUP INC.  
601 OAKMONT LANE SUITE 110  
WESTMONT IL 60559-5549

1960 CENTRAL PA AUTO AUCTION, INC.  
VOID AFTER 60 DAYS

UNIT#:

BUYER: 2422 LARRY TROUTMAN'S AUTO MART

*[Signature]*  
C. GRANT MILLER, PRESIDENT

"091289" 0031300465: 3487 16200"

AutoFinance Inc.  
601 Oakmont Lane, Suite 350  
Westmont, IL 60559-5549

Telephone (800) 877-2860

Customer Name/Address

BETTY M. MCCUSKER  
BLANE CTY ROAD BOX 784  
COALPORT, PA 16627

Co-Buyer/Guarantor Name/Address

DALE J. SHOMO  
P.O. BOX 231  
COALPORT, PA 16627

Date of Repossession 8/14/95	
Date of Notice 8/15/95	Date of Contract 3/31/94
Account Number 314234	
DESCRIPTION OF PROPERTY	
Year 1992	Make PONTIAC <input type="checkbox"/> New <input checked="" type="checkbox"/> Used
Vehicle Identification Number 1G2NE14NXNM101649	
Model GRAND AM	Body

NOTICE OF REPOSSESSION AND RIGHT TO REDEEM

☒ WE'VE REPOSSESSED YOUR PROPERTY.

☐ YOU HAVE VOLUNTARILY TURNED IN YOUR PROPERTY TO US.

HOW TO GET IT BACK

To get your property back, pay us this amount before it is sold

Unpaid Balance	\$ 10,023.09
Plus Costs: REPO FEE	\$ 650.00
NSF FEE	\$ 0.00
OTHER CHARGES	\$ 150.00
Plus Late Charges	\$ 0.00
Less Finance Charge Rebate	\$ 0.00
Less Insurance Premium Rebate	\$ 0.00
<b>TOTAL</b>	<b>\$ 10,823.09</b>

(Plus expenses incurred and less monies received after the date of this notice.)

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

If you do, we'll have no further claim on it. But the longer you wait, the more costs (including repairs) you may have to pay.

If you have any questions about this, please call us.

**RIGHT TO MONEY LEFT OVER FROM SALE**—When your property is sold, the sale price minus expenses will be deducted from your debt. If any money is left over, it must be paid to you within 45 days after the sale. If you don't get this money, you may have a right to sue for it plus penalties under state law.

**INSURANCE RIGHTS**—If you don't want to get your property back, call the dealer to make sure that any insurance has been cancelled.

**REMAINING DEBT**—The sale price might not cover your debt and expenses. If that happens, you'll owe the difference to us.

NOTICE OF SALE

☒ **PRIVATE SALE:** The property described above will be sold at a private sale at any time after 15 days from the Date of Notice shown above unless redeemed by you prior to such sale.

☐ **PUBLIC SALE:** The property described above will be offered for sale at public auction to the highest bidder on the date (or any adjournment thereof) and at the time and place indicated below unless redeemed by you prior to such sale.

Date of Sale	Time of Sale	Place of Sale
	A.M. P.M.	

The proceeds of the sale will be applied first to the payment of the expenses of retaking, holding, preparing for sale and selling said property and reasonable attorney's fees and legal expenses, then to the satisfaction of the balance due under the contract covering the financing of said property, and then to the satisfaction of any indebtedness secured by any subordinate security interest in said property.

Z 286 108 495



**Receipt for  
Certified Mail**

No Insurance Coverage Provided  
Do not use for International Mail  
(See Reverse)

PS Form 3800, March 1993

Sent to <b>DALE J. SHOMO</b>	
Street and Box Number <b>Box 231</b>	
City, State and Zip Code <b>COALPORT, PA 16627</b>	
Postage	\$
Certified Fee	-
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, and Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date	

Z 286 108 496



**Receipt for  
Certified Mail**

No Insurance Coverage Provided  
Do not use for International Mail  
(See Reverse)

PS Form 3800, March 1993

Sent to <b>BETTY M. MCCUSKER</b>	
Street and Box Number <b>DEANE CTY ROAD BOX 784</b>	
City, State and Zip Code <b>COALPORT, PA 16627</b>	
Postage	\$
Certified Fee	3
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, and Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date	

PERSONAL REFERENCES

NAME: George O'Shell Auto Repair ✓  
ADDRESS: 1940 E Whittan Ave  
CITY: Phoenix STATE: AZ ZIP CODE: 85016  
PHONE NUMBER: 277-3839 RELATIONSHIP: Brother

NAME: Alex Prescio ✓  
ADDRESS: 1919 E Sheridan  
CITY: Phoenix STATE: AZ ZIP CODE: 85006  
PHONE NUMBER: 271-4198 RELATIONSHIP: Friend

NAME: Donna Vogel ✓  
ADDRESS: 300 N Thornton St #26  
CITY: El Cajon STATE: Cal ZIP CODE: 92021  
PHONE NUMBER: - RELATIONSHIP: Daughter

NAME: Evelynn Garcia ✓  
ADDRESS: 22nd St And Fairmont  
CITY: Phoenix STATE: AZ ZIP CODE: 85016  
PHONE NUMBER: 954-0978 RELATIONSHIP: Friend

NAME: Judy Schroeder ✓  
ADDRESS: 1717 Jance Dr  
CITY: Phoenix STATE: AZ ZIP CODE: -  
PHONE NUMBER: 602-483-1662 RELATIONSHIP: Friend

NAME: \_\_\_\_\_ ✓  
ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_

APR - 8 1984



# UNIVERSAL DATA FORM

This form has been approved for reporting or updating account information.

☐ New    ☐ Change    If Change makes trade current, is previous delinquent history to be deleted?    ☐ Yes    ☐ No  
☐ Delete

(Do not include security passwords with codes below.)

Subscriber Name: AutoFinance Group, Inc.    CCA Subscriber Code: \_\_\_\_\_  
 Subscriber Address: P.O. Box 4746    EQUIFAX Subscriber Code: 155FA737  
Oakbrook, IL 60522-4746    TRW Subscriber Code: 2500242  
 TU Subscriber Code: Q98NX001

## CONSUMER INFORMATION

Surname: McCusker    First: Betty    M.I.: M    Suffix: \_\_\_\_\_    SSN: 17624-2417    DOB/Age: 1/14/30  
 Current Address: Blane City Road, Box 784    City: Coalport    State: PA    Zip: 16627  
 Previous Address: \_\_\_\_\_    City: \_\_\_\_\_    State: \_\_\_\_\_    Zip: \_\_\_\_\_    Telephone, if available: \_\_\_\_\_

Current Employer Name: N/A    Occupation: \_\_\_\_\_    City: \_\_\_\_\_    State: \_\_\_\_\_

Spouse Surname: Shomo    First: Dale    M.I.: J    Suffix: \_\_\_\_\_    SSN: 194-34-6783    DOB/Age: 4/13/44

### Additional Spouse Information (Complete only if joint account)

Spouse Address (if different): P.O. Box 231    City: Coalport    State: PA    Zip: 16627  
 Spouse Employer Name: Georges Auto Repair    Occupation: \_\_\_\_\_    City: \_\_\_\_\_    State: \_\_\_\_\_

## CURRENT/HISTORICAL ACCOUNT INFORMATION (See tables on reverse side for codes.)

Account Number		Date Open	Present Status			High Credit	Payment History		Type Acc/MOP	
			Date	Balance	Amount Past Due		Indicate whether: <input type="checkbox"/> MOP History, or <input type="checkbox"/> No. of Payments Delinquent			
314234		3/94	12/95	5445						
Metro Status Code	Credit Limit	Terms/Amount	Date Last Payment	Maximum Delinquency		Status/Closed Date*			EOCA	
96		48/300	6/95	12/95						
Type of Loan/Collateral			Special Comments/Remarks				Historical Status			
							No. of Months	30 days	60 days	90 days
1992 Pontiac Grand Am										

\* Must be present when reporting a chargeoff or repossession.

☐ Automated    ☐ Manual

When you sign this form, you certify that your computer and/or manual records have been adjusted to reflect any changes made.

Reason for deletion or status change from adverse to favorable: \_\_\_\_\_

Authorized Signature: Russ Jakubowski

Date: 12/19/95

Please Print Name: RUS JAKUBOWSKI

Telephone: 800-877-2860

**AUTOFINANCE GROUP, INC**  
**601 OAKMONT LANE SUITE 350**  
**WESTMONT IL 60559**  
**(708) 655-7100**

**DATE: September 12, 1995**

**TO: CENTRAL PA AUTO AUCTION**  
**EXIT 26 OF I-80, BOX 41**  
**LOCK HAVEN, PA 17745**

**SALE OF REPOSSESSED COLLATERAL**

<b>Collateral:</b>	<b>92 PONTIAC GRAND AM</b>
<b>Serial#:</b>	<b>1G2NE14NXNM101649</b>
<b>Registered Owner:</b>	<b>BETTY M. MCCUSKER</b>
<b>AFG Account:</b>	<b>314234</b>

**Please sell the above described vehicle on or after September 12, 1995**  
**We anticipate a high bid of about \$6,000.00**

**Direct any questions to Russ Jakubowski (800) 877-2860.**

## Condition Report and Billing Statement from:

Central PA Auto Auction, Exit 26 of I-80, Box 41, Lock Haven, PA 17745

C/O - AFG-

717-726-4300

FAX 717-726-7841

To: INTERNATIONAL INT. AGENCY		Sale Date	
Date Report Made 8.25.95	Stock # 314234	Sale #	
Titled to: McCusker		Residual Amt.:	Net Residual:
Year 92	Make Pontiac	Model Grand Am	Body Color White
V.I.N. Number 1G2NE14N2M101649			
Equipment: Eng. <input checked="" type="checkbox"/> Auto <input checked="" type="checkbox"/> Std <input type="checkbox"/> P.S. <input checked="" type="checkbox"/> Radio <input checked="" type="checkbox"/> Air <input checked="" type="checkbox"/> Other: 2AR	Mileage 66138		
Location of Vehicle: PRICES PARKWAY SERVICES			

## EXTERIOR AND INTERIOR CONDITION

Exterior:	Good	Fair	Poor
Grill	/		
Front Bumper	/	/	X
Rear Bumper	/	/	
Hood	/	/	D
Tail Lights	/		
Head Lights	/		
Roof	/		
Paint	/	/	
Hubcaps	/		
Pickup Box	/		
LF Fender	/	/	
LR Fender	/	/	
RF Fender	/	/	
RR Fender	/	/	
LF Door	/		
LR Door	/	/	
RF Door	/	/	
RR Door	/	/	
LF Tire	/	/	
LR Tire	/	/	
RF Tire	/	/	
RR Tire	/	/	
S-Scratch D-Dent MD-Major Damage			

Interior:	Good	Fair	Poor
Radio/Stereo	/		
Door Panels	/		
Front Cushions		/	
Rear Cushions		/	
Head Liner		/	
Floor Mats		/	
Instr. Panel	/	/	

Mechanical	Good	Fair	Poor
Engine	/		
Brakes	/		
Steering	/		
Transmission	/		
Clutch			
Differential			

Glass	Good	Pitted	Cracked
Windshield	/		
Rearview	/		
LF	/		
LR	/		
RF	/		
RR	/		

## Damaged

Yes \_\_\_\_\_ No \_\_\_\_\_

## Comments &amp; Recommendations:

FRONT BUMPER BROKE  
 SEVERAL DENTS IN  
 HOOD & ROOF  
 ENTIRE CAR IS SCRATCH  
 MARKED CHIPPED  
 CIGARETTE BURNS IN  
 SEATS & UPHOLSTERY

The following appraisal is determined by properly classifying the above unit from the current PA Edition of Nat'l Auto Research Black Book (published weekly and listing only vehicles sold at Major Auto Auctions throughout the east).

Extra Clean ☐ Clean ☐ Avg. ☐ Rough ☐

Black Book Price

Less Damage

Less Mileage

Net Black Book

Floor

## Statement of Charges

Transportation From PHILADELPHIA TO CPAA	30-
Total Registration and Administrative Fee	
Complete Wash & Vac	
Complete Recon. Buff—Wax—Engine—Int.	
Storage — etc. paid by CPAA (by receipt)	150-
Title Fee	
Condition Report	15-
Other	
Total Due	
Deducted from CPAA Check #	
Bal. Due	

SELLER (TRANSFEROR)  
 AUTO FINANCE GROUP INC 1, P  
 501 DAKPONT LANE S  
 WESTMONT IL 60555-5549  
 PHONE: 708-655-7100

TRANSFEROR'S SIGNATURE  
 I, WE *BOB MANS - ATT*

PRINTED NAME OF PERSON SIGNING ABOVE

State that the odometer (of the vehicle described below)  
 now reads 66,138 (no tenths) miles  
 and to the best of my knowledge that it reflects the actual  
 mileage of the vehicle described below, unless one of the  
 following statements is checked.

- ☐ (1) I hereby certify that to the best of my knowledge, the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- ☐ (2) I hereby certify that the odometer reading is NOT the actual mileage.  
 WARNING - ODOMETER DISCREPANCY.

*A R R T R O U S A N*  
 PURCHASER (TRANSGREE) AUTO MARK  
 RTE 15 SOUTH  
 WINFIELD PA 17889

86-17136 LA

TRANSFEE'S SIGNATURE

PRINTED NAME OF PERSON SIGNING ABOVE

APC 192

9/14/95	ENTRY NO. 14	TIME SOLD 2:10	SOLD BY 4090	IF	S.O.S.	NO SALE
WITH DRIVE	AS IS	GREEN	YELLOW	RED	TMI or OVER 100,000	TITLE ATTACHED
GRAND AM		MODEL AND BODY 2D		MANUFACTURER'S VIN SERIAL NO. 1G2NE14XNM101649		
YEAR 92	MAKE PONT	CYL 6G	EQUIPMENT 41-PS-AC-RA	ANNOUNCED CONDITIONS		

**ODOMETER DISCLOSURE STATEMENT**

Federal regulations require you to state the odometer mileage upon transfer of ownership. An inaccurate or untruthful statement may make you liable for damages to your transferee, for attorney fees, and for civil or criminal penalties, pursuant to sections 409, 412, and 413 of the Motor Vehicle Information and Cost Savings Act (15 U.S.C. 192-513, as amended by Pub. L. 94-360).

PLEASE SETTLE WITHIN 1 HOUR OF TIME SOLD.

**CENTRAL PA AUTO AUCTION, INC.**

Exit 26 Interstate 80  
 P.O. Box 41 Lock Haven, PA 17745  
 In PA Toll Free 800-248-8026  
 Outside PA Collect 717-726-4300  
 FAX# 717-726-7841  
 Sale each Thursday at 11:30 A.M.

ARBITRATION MUST BE WITHIN 1 HOUR OF PURCHASE.

OFFICE USE ONLY		SALE PRICE	
BUYER PAID OK #	5900	BUYER'S FEE	75
AUCTION PAID OK #		TOTAL	5975

RECEIPT OF COPY ACKNOWLEDGED

SELLER

Central PA Auto Auction, Inc.  
Lock Haven, PA 17745

46381

PRICE'S  
PRICE'S PARKWAY SERVICES

46381  
92 GRAN AM

08/25/95

\*\*\*\*\*\$150.00

CENTRAL PA AUTO AUCTION, INC.  
TEL: 800-248-8026 • 717-726-4300  
EXIT 26 INTERSTATE 80  
P.O. BOX 41 LOCK HAVEN, PA 17745

Commonwealth Bank  
60-46/313

46381  
NUMBER

PAY: ONE HUNDRED FIFTY DOLLARS

DATE AMOUNT  
08/25/95 \*\*\*\*\*\$150.00

TO THE ORDER OF  
PRICE'S PARKWAY SERVICES

Central PA Auto Auction, Inc.  
PLEASING YOU - PLEASES US

PRESIDENT

⑈046381⑈ ⑆031300465⑆ 3487⑈1612⑈

**PRICE PARKWAY SERVICE**  
 3rd Locust Street  
 PHILIPSBURG, PENNSYLVANIA 16866  
 Day or Night (814) 342-4201

# REPAIR ORDER

NAME <i>Central Pennsylvania</i>		DATE IN <i>7/1/73</i>	DATE PROMISED	A.M. P.M.
ADDRESS		ORDER WRITTEN BY	MECHANIC/TECHNICIAN	
CITY, STATE, ZIP		YEAR, MAKE AND MODEL <i>1971</i>		
BUS. PHONE	EXT.	SERIAL NO./V.I.N.		
HOME PHONE		LICENSE NO.	MILEAGE	

DESCRIPTION OF WORK	AMOUNT
<input type="checkbox"/> CHANGE OIL <input type="checkbox"/> OIL FILTER <input type="checkbox"/> TUNE-UP <input type="checkbox"/> LUBE	
<i>Change oil &amp; filter</i>	<i>15.00</i>

QTY.	PART NO. AND DESCRIPTION	AMOUNT

PAID BY <input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> MC <input type="checkbox"/> VISA	TOTAL PARTS
I hereby authorize the above repair work to be done along with the necessary materials. You and your employees may operate the vehicle for purposes of testing, inspection, or delivery at my risk. An express mechanics lien is acknowledged on above vehicle to secure the amount of repairs thereto. It is understood that you will not be held responsible for loss or damage to the vehicle or articles left in vehicle in case of fire, theft or any other causes beyond your control.	TOTAL LABOR
	SUB-TOTAL
	TAX
	TOTAL <i>150.00</i>
SIGNATURE	
X _____	

2064

# Condition Report and Billing Statement from:

**Central PA Auto Auction, Exit 26 of I-80, Box 41, Lock Haven, PA 17745**

C/O - APG-

717-726-4300

FAX 717-726-7841

To: <u>INTERNATIONAL INT. AGENCY</u>		Sale Date <u>9-14-95</u>	
Date Report Made <u>8.25.95</u>	Stock # <u>314234</u>	Sale # <u>14</u>	
Titled to: <u>McCurker</u>		Residual Amt.:	Net Residual:
Year <u>92</u>	Make <u>FORD</u>	Model <u>GRAND AM</u>	Body Color <u>WHITE</u>
V.I.N. Number <u>1G2NE14N1M101649</u>			
Equipment: Eng. <input checked="" type="checkbox"/> Auto <input checked="" type="checkbox"/> Std <input type="checkbox"/> P.S. <input checked="" type="checkbox"/> Radio <input checked="" type="checkbox"/> Air <input checked="" type="checkbox"/> Other: <u>2AR</u>	Mileage <u>66138</u>		
Location of Vehicle: <u>PRICES PARKWAY SERVICES</u>			

## EXTERIOR AND INTERIOR CONDITION

Exterior:	Good	Fair	Poor
Grill	/		
Front Bumper	/	M	X
Rear Bumper	/		
Hood	/	/	D
Tail Lights	/		
Head Lights	/		
Roof		D	
Paint	/	/	
Hubcaps	/		
Pickup Box			
LF Fender	/	/	
LR Fender	/		
RF Fender	/	/	
RR Fender	/	/	
LF Door	/		
LR Door		/	
RF Door		/	
RR Door		/	
LF Tire		/	
LR Tire		/	
RF Tire		/	
RR Tire		/	
S-Scratch D-Dent MD-Major Damage			

Interior:	Good	Fair	Poor
Radio/Stereo	/		
Door Panels	/		
Front Cushions		/	
Rear Cushions		/	
Head Liner		/	
Floor Mats		/	
Instr. Panel	/		

Mechanical	Good	Fair	Poor
Engine	/		
Brakes	/		
Steering	/		
Transmission	/		
Clutch			
Differential			

Glass	Good	Pitted	Cracked
Windshield	/		
Rearview	/		
LF	/		
LR	/		
RF	/		
RR	/		

### Damaged

Yes \_\_\_\_\_ No \_\_\_\_\_

### Comments & Recommendations:

- FRONT BUMPER BROKEN
- SEVERAL DENTS IN HOOD & ROOF
- ENTIRE CAR IS SCRATCHED
- SIDES CHIPPED
- CIGARETTE BURNS IN SEATS & UPHOLSTERY

The following appraisal is determined by properly classifying the above unit from the current PA Edition of Nat'l Auto Research Black Book (published weekly and listing only vehicles sold at Major Auto Auctions throughout the east).

Extra Clean <input type="checkbox"/> Clean <input type="checkbox"/> Avg. <input checked="" type="checkbox"/> Rough <input type="checkbox"/>	
Black Book Price	<u>6750</u>
Less Damage	
Less Mileage	<u>625</u>
Net Black Book	<u>6125</u>
Floor	

### Statement of Charges

Transportation From <u>PHILIPSBURG</u> to CPAA	<u>30-</u>
Total Registration and Administrative Fee	<u>40-</u>
Complete Wash & Vac	
Complete Recon. Buff—Wax—Engine—Int.	<u>95-</u>
Storage — etc. paid by CPAA (by receipt)	<u>150-</u>
Title Fee	
Condition Report	<u>15-</u>
Other	
Total Due	<u>\$330-</u>
Deducted from CPAA Check #	
Bal. Due	

Billed by Invoice #

Thank you

Number_800	Start_time	Duration	Orig_ani	State	City_name
800-877-2860	09:16:45	3:33	610-269-4510	PA	DOWNINGTN
800-877-2860	09:36:16	1:16	610-678-0657	PA	READING
800-877-2860	10:13:58	1:00	610-269-4511	PA	DOWNINGTN
800-877-2860	10:16:27	1:15	610-269-4511	PA	DOWNINGTN
800-877-2860	10:19:19	3:08	610-269-4510	PA	DOWNINGTN
800-877-2860	10:23:24	0:33	610-269-4510	PA	DOWNINGTN
800-877-2860	10:25:43	0:45	610-269-4511	PA	DOWNINGTN
800-877-2860	10:49:33	0:12	814-687-3848	PA	GLASGOW
800-877-2860	10:50:09	2:30	814-687-3848	PA	GLASGOW
800-877-2860	10:53:24	2:54	814-687-3848	PA	GLASGOW
800-877-2860	12:39:31	1:39	412-681-8459	PA	PITTSBURGH



CHECK \*  
CONTROL NO. 119600

ISSUED BY: DONNA

IN HARDT'S FORD  
P.O. BOX 28878 TEMPE, AZ 85285-6878

PAGE 1

INVOICE STOCK NO.	INVOICE DATE	PURCHASE ORDER NO.	COMMENT/V.I.N.	AMOUNT	DISCOUNT/ ACCOUNT NO.	NET AMOUNT
	012996		CANCEL ESP - REPO; CUSTOMER BETTY M. MCCUSKER; ACCOUNT #314234 (NB)	314234 6/14/95 119600 101649 AUTOFINANCE	10010 23040 51401	64.03  -64.03 38.66 25.37
			✓ Ship 1007-9 (W-13.90)			
			MSC \$ 5381.76			
				TOTAL	10010	2/5 ✓ 64.03

DETACH AT PERFORATION BEFORE DEPOSITING CHECK

REMITTANCE ADVICE

11-1995 3:57AM

FROM JACKSON

P. 2

FROM : Price Parkway Ser

PHONE NO. : 814 342 4311

201

**PRICE PARKWAY SERVICE**

3rd & Locust Street  
PHILIPSBURG, PENNSYLVANIA 16866  
Day or Night (814) 342-4201

# REPAIR ORDER

INTERNATIONAL  
 INTELLIGENCE AGENCY  
 DOB of 41-1238  
 Chicago, IL 60644-1238  
 T-800 854 5257  
 DATE 5/11/95  
 ORDER NUMBER 14NXN110149  
 YEAR MAKE MODEL 92 Pontiac Grand Am  
 LICENSE NO 66084  
 CHARGE OR 170R HLTN 17TUNE-UP 17LUBE  
 Paper from work part  
 Car condition is good  
 a few stone chips  
 a few stains on seats  
 QTY. PART NO. AND DESCRIPTION AMOUNT  
 PAY BY 1 CASH 2 CHECK 3 MC 4 VISA  
 I hereby authorize the above repair work to be done along with the necessary materials. You and your employees may operate the vehicle for purposes of testing, inspection, or delivery at my risk. An express mechanics lien is acknowledged on above vehicle to secure the amount of repairs thereto. It is understood that you will not be held responsible for loss or damage to the vehicle or articles left in vehicle in case of fire, theft or any other causes beyond your control.  
 SIGNATURE  
 TOTAL PARTS  
 TOTAL LABOR  
 SUB-TOTAL  
 TAX  
 TOTAL

**3079**

08-11-1995 03:03PM

P. 21

WESTERN UNION

8/11/95

1-800-525-6313

DARREN K-

SKIP REPORT  
WAITING FOR. COMP.  
REPORT - ROB.

WESTERN UNION

#314234

1-800-525-6313

(16)

W 7,500 695  
36,000  
36

R 6,000

ROB -

8-11-95

WESTERN UNION

1-800-525-6313

MILEAGE - 66,080

COMP - Ave. \$ per store  
e. l. - store or  
self

FEE \$ 315.00

300-Repo 350.00 350.-

City Auto  
Fax # 312/287-7376  
312/287-7395

601 Oakmont Lane  
Suite 350  
Westmont, IL 60559  
800/877-2860

7-24/90

Acct# 314232

REPOSSESSION ASSIGNMENT

☒ Involuntary

☐ Voluntary

☐ Skip Locate

☐ Field Call

AUTHORIZATION

WE HEREBY ASSIGN TO (ABOVE AGENT) THE ATTACHED CLAIM AND CERTIFY THAT THE INFORMATION SUPPLIED CONCERNING THE ACCOUNT AND ITS PRESENT STATUS IS ACCURATE AND IN ACCORD WITH OUR RECORDS. YOU ARE TO BE REIMBURSED FOR YOUR CHARGES AND EXPENSES AS PER YOUR RATE SCHEDULE AGREEMENT IN EFFECTING COLLECTION OR ADJUSTMENT OF THIS ACCOUNT AS REQUESTED. WE AGREE TO INDEMNIFY AND SAVE YOU HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES AND ACTIONS RESULTING FROM OR ARISING OUT OF YOUR EFFORTS TO COLLECT THE ABOVE CLAIM, EXCEPT HOWEVER SUCH AS MAY BE CAUSED BY OR ARISE OUT OF THE ACTS OR OMISSIONS OF YOUR COMPANY, ITS OFFICERS, EMPLOYEES OR AGENTS OR THE OFFICERS OR EMPLOYEES OF SUCH AGENTS, FOR WHICH YOU AGREE TO SAVE AND HOLD US HARMLESS.

WE HEREBY AUTHORIZE YOU TO REPOSSESS THE SECURITY LISTED BELOW AND CERTIFY THAT WE ARE THE LEGAL OWNER OF THE BELOW DESCRIBED SECURITY, UNLESS OTHERWISE INSTRUCTED IN THIS ASSIGNMENT.

DEBTOR INFORMATION

Primary: Betty Sue Custer Secondary: Blane  
Res Add P.O. Box 231 Res Add ~~Blane~~ City Ford  
COALPORT, PA 16627 Box 784  
814/687-4117 (DISC) Coalport, PA  
Res# 59-TH 176-24-2417 Res# \_\_\_\_\_  
POB: \_\_\_\_\_ POB: \_\_\_\_\_  
POB# \_\_\_\_\_ ext. \_\_\_\_\_ POB# \_\_\_\_\_ ext. \_\_\_\_\_  
Position Held \_\_\_\_\_ Position Held \_\_\_\_\_

SECURITY

Yr 92 Make Pontiac Model Catalina VIN 1G2NE14NKM101649 License# AZ Key#s \_\_\_\_\_ Color \_\_\_\_\_

DELINQUENCY

# Days P/D	Next Due	Balance	Payments	Other	Ins	Total Due
100		\$13,849.00	\$394.60			\$13,454.40

OTHER INFORMATION

4 MSFS - DEPD ON SIGHT - Push

- \*Upon Repo, deliver vehicle to Parway Service, Wood Auto Auction.  
- \*Upon Repo, immediately call with mileage, fees & condition. Fee quoted is final.

Signed: ROBERT S. BAYLON

Phone 1-800-877-2860

Ext XXXXXX

Itog & S. Calman

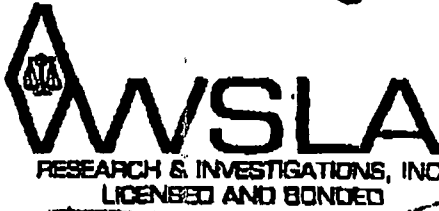
10:53 8/7c

---

(814)

6725941

\_\_\_\_\_



BOX 369  
PHOENIX, ARIZONA 85001  
(602) 979-7797  
FAX (602) 979-9566

## COMPLETED LOCATE REPORT

TO: Lisa Gillem

DATE: 12-9-94

FM: Brian Jordan

Shomo

Date

LAST

FIRST

MI

Acc# 314234

BRANCH

YOUR DEBTOR WAS  
WAS FOUND.

LOCATED. THE FOLLOWING INFORMATION

They use the phone @ the add below  
+ live 2 or 3 doors down from this house. The  
lady that lives there is George O'Sullivan's sister  
Alberta McGarvey (814) 687-3409. They don't  
have their own phone but are currently there.



FOR WAS LOCATED IN

Coalport

PA 16627

CITY

STATE

ZIP

RD1 R.R.1 box 789

STREET ADDRESS:



DEBTORS ARE NOT TOGETHER; 2ND PARTY WAS LOCATED IN

CITY

STATE

ZIP

STREET ADDRESS

POB INFO FOR MR: Co. Name:

Address

City

State

zip

POB INFO FOR MRS: Co. Name:

Address

City

State

zip

Pos: ~~James~~ <sup>DALE</sup> Stone

Son's

Work phone - 814/678-4117 (Dist)  
per W4GC - 6/13/95

Agency City Auto (Ledy) QNPIS AutoFinance Group, Inc.  
601 Oakmont Lane  
Suite 350  
Westmont, IL 60559  
800/877-2860  
Fax # 312/287-7395

Date 6-13-95  
Acct# 314234

REPOSSESSION ASSIGNMENT

☒ Involuntary ☐ Voluntary ☐ Skip Locate ☐ Field Call

AUTHORIZATION

WE HEREBY ASSIGN TO (ABOVE AGENT) THE ATTACHED CLAIM AND CERTIFY THAT THE INFORMATION SUPPLIED CONCERNING THE ACCOUNT AND ITS PRESENT STATUS IS ACCURATE AND IN ACCORD WITH OUR RECORDS. YOU ARE TO BE REIMBURSED FOR YOUR CHARGES AND EXPENSES AS PER YOUR RATE SCHEDULE AGREEMENT IN EFFECTING COLLECTION OR ADJUSTMENT OF THIS ACCOUNT AS REQUESTED. WE AGREE TO INDEMNIFY AND SAVE YOU HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES AND ACTIONS RESULTING FROM OR ARISING OUT OF YOUR EFFORTS TO COLLECT THE ABOVE CLAIM, EXCEPT HOWEVER SUCH AS MAY BE CAUSED BY OR /RISE OUT OF THE ACTS OR OMISSIONS OF YOUR COMPANY, ITS OFFICERS, EMPLOYEES OR AGENTS OR THE OFFICERS OR EMPLOYEES OF SUCH AGENTS, FOR WHICH YOU AGREE TO SAVE AND HOLD US HARMLESS.

WE HEREBY AUTHORIZE YOU TO REPOSSESS THE SECURITY LISTED BELOW AND CERTIFY THAT WE ARE THE LEGAL OWNER OF THE BELOW DESCRIBED SECURITY, UNLESS OTHERWISE BASTRUCTED IN THIS ASSIGNMENT.

DEBTOR INFORMATION

Primary: McCusker, Betty Secondary: Shaw, Dale  
Res Add P.O. Box 231 Forest St Res Add PO Box 231  
Coal Port, PA 16627 Coal Port, PA 16627  
S.S. 176-24-4117 SS # 194-34-6783  
Res# 814/687-1114 NLS Res# X  
POB: Unemployed POB: X  
POB# ext. POB# ext.  
Position Held ext. Position Held ext.

SECURITY

Yr 192 Make 4/400 Model Grand VIN 1G2NE14N4N401649 License# Az- Keys# 65878 Color 65878

DELINQUENCY

<u>Days P/D</u>	<u>Next Due</u>	<u>Balance</u>	<u>Payments</u>	<u>late fees</u>	<u>Other</u>	<u>Ins</u>	<u>Total Due</u>
<u>30</u>	<u>4/15</u>	<u>\$114600.80</u>	<u>\$394.60</u>		<u>\$1636.00</u>		<u>\$1340</u>

OTHER INFORMATION

3 NSES - Lots of promises, push - Repd on sight.

\*Upon Repo, deliver vehicle to NLS Auto Auction.  
- \*Upon Repo, immediately call with mileage, fees & condition. Fee quoted is final.



12/1  
4:10  
- 242

VOID IF NOT PRESENTED WITHIN 6 MONTHS AFTER DATE OF ISSUE

Policy # 9022873-001	Insured MCCUSKER, BETTY M	Date Issued 2/16/1995	Area Code 253	Draft Number 404165099	56-389 412
Claim # 900065245	Claimant MCCUSKER BETTY	Date of Loss 2/10/1995	State Code PA	Office Issued At PHILADELPHIA - GR	

PAY SEVEN HUNDRED SIXTEEN AND NO/100  
Dollars \$\*\*\*\*\*716.41\*\*

In Payment Of FULL AND FINAL SETTLEMENT	CD CODE 12PCL
--------------------------------------------	---------------------

National Bank

MOUNTAIN LAUREL INSURANCE COMPANY

Payable through  
BETTY M MCCUSKER AND  
AUTO FIN GROUP, INC  
PO BOX 231  
COALPORT PA 16627

and  
Authorized Signature

104165099 10412038951 7701870

214334

Please endorse the  
enclosed insurance  
check for repairs done  
to Betty McCutchen's  
car.

I have enclosed an  
envelope for your con-  
venience.

If you have any  
questions, please call.

Bonnie Ritchey  
Cashier  
Grove Bank  
814-943-6181

X

PAY TO THE ORDER OF FIORE BUICK
WITHOUT RECOURSE OR WARRANTY OF PRIOR ENDORSEMENTS AUTOFINANCE GROUP, INC.
BY <i>Betty M. Custer</i>
DO NOT WRITE OR STAMP BELOW THIS LINE

MELLON BANK (CENTRAL) N.A.  
FOR DEPOSIT ONLY  
FIORE BUICK  
60-01270

**BODY  
SHOP**

NoA 15801

**FIORE BUICK**

808 Logan Blvd. Phone 943 6181  
ALTOONA, PA. 16602



QUAN	PART NO & DESCRIPTION
	12513900-LAMP
1	22597885-FILTER
1	22548226-GRILLE
1	16519788-CAPSULE
1	22599994-HOOD
	22592968-SUPPORT
	Freon
1	52469319-TC
	CONDENSER
	22588446-ARMOR
	JZ

PRICE
4825
675
2404
16300
28200
1963
3000
13913
605
71485
64337

DATE 7/14/95

NAME Betty McConner

ADDRESS P.O. Box 231

CITY Coalport Pa 16627 H.S. LS 2400

YEAR 92 MAKE Ventura MODEL Crash Nat P.H.O.N.E. 65245

LICENSE NO. AP 49027 SPEEDOMETER 57087 ORDER NO. White WHITTEN BY 1146

CODE OR I.D. NO. 16710E-14NXL M101699

INSURANCE COMPANY Progressive - Lynne K. K. 12

ADDRESS C# 95-00 65245 CUSTOMER PAYS 520

ADJUSTOR INS. CO. PAYS

INSTRUCTIONS

Repair as per

314234

Che A/C

I hereby authorize the above repair work to be done along with the necessary material, and hereby grant you and/or your employees permission to operate the car, truck or vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car, truck or vehicle to secure the amount of repairs thereto.

AUTHORIZED BY X

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL

SECURE RELEASE FOR

INVOICE TO

ADDRESS

LABOR	22 29
PARTS	41 40
PAIN	323 60
MATERIAL	643 37
SUBLET	51 10
REPAIRS	
TOTAL	1147 52
TAX	63 22
TOTAL	1210 74

**PAID**  
**FEB 24 1995**  
**FIORE BUICK**

SUBLET REPAIRS

TOTAL



ARIZONA DEPARTMENT OF TRANSPORTATION  
MOTOR VEHICLE DIVISION  
LIEN HOLDER RECORD



TITLE NO. LICENSE NO. EXPIRATION DATE MO/YR FIRST REG STATUS  
H5IR942790258 KTZ785 MAR 95 04/92 REGULAR

MAKE YEAR BODY STYLE MODEL VEHICLE ID NO.  
PONTI 92 2DSO GRDPX 1G2NE14NXNM1C1649

ODOMETER READING\*  
34697

LIEN HOLDER INFORMATION

OTHER(S):

AUTO FINANCE GROUP  
PO BOX 4746  
OAKBROOK IL 60522

DATE OF LIEN  
033194 1  
AMOUNT  
18940.80

VEHICLE OWNERS

BETTY, M (NONE), MCCUSKER

DALE, J (NONE), SHOMO

AUTO 60522

LIEN RELEASE, on reverse side, must be NOTARIZED (A.A.C. R17-4-231B)

\* A-Reflects Actual Mileage  
B-is In Excess of 99,999 Mile  
C-is Not Actual Mileage

Agency Bankers Recovery Group Auto Finance Group, Inc.  
215/676-6939 601 Oakmont Lane  
Fax # 215/676-1441 Suite 350  
Westmont, IL 60559  
800/877-2860

Date 6-18-95  
Acct# 31234

REPOSSESSION ASSIGNMENT

☒ Involuntary

☐ Voluntary

☐ Skip Locate

☐ Field Call

AUTHORIZATION

WE HEREBY ASSIGN TO (ABOVE AGENT) THE ATTACHED CLAIM AND CERTIFY THAT THE INFORMATION SUPPLIED CONCERNING THE ACCOUNT AND ITS PRESENT STATUS IS ACCURATE AND IN ACCORD WITH OUR RECORDS. YOU ARE TO BE REIMBURSED FOR YOUR CHARGES AND EXPENSES AS PER YOUR RATE SCHEDULE AGREEMENT IN EFFECTING COLLECTION OR ADJUSTMENT OF THIS ACCOUNT AS REQUESTED. WE AGREE TO INDEMNIFY AND SAVE YOU HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES AND ACTIONS RESULTING FROM OR ARISING OUT OF YOUR EFFORTS TO COLLECT THE ABOVE CLAIM, EXCEPT HOWEVER SUCH AS MAY BE CAUSED BY OR ARISE OUT OF THE ACTS OR OMISSIONS OF YOUR COMPANY, ITS OFFICERS, EMPLOYEES OR AGENTS OR THE OFFICERS OR EMPLOYEES OF SUCH AGENTS, FOR WHICH YOU AGREE TO SAVE AND HOLD US HARMLESS.

WE HEREBY AUTHORIZE YOU TO REPOSSESS THE SECURITY LISTED BELOW AND CERTIFY THAT WE ARE THE LEGAL OWNER OF THE BELOW DESCRIBED SECURITY, UNLESS OTHERWISE INSTRUCTED IN THIS ASSIGNMENT.

DEBTOR INFORMATION

Primary: MCCUSKER, BETTY Secondary: SHAW, DALE  
Res Add P.O. Box 231 Res Add P.O. Box 231  
COAL PORT, PA 16627 COAL PORT, PA 16627  
S.S. # 176-24-4117 S.S. # 191-34-6783  
Res# 814/687-1114 Res# \_\_\_\_\_  
POB: Unemployed POB: \_\_\_\_\_  
POB# \_\_\_\_\_ ext. \_\_\_\_\_ POB# \_\_\_\_\_ ext. \_\_\_\_\_  
Position Held \_\_\_\_\_ Position Held \_\_\_\_\_

SECURITY

Yr 1992 Make Pontiac Model Grand Am VIN 1G2HE14NKNM101649 License# AZ Key#s 4560 Color \_\_\_\_\_

DELINQUENCY

# Days P/D 30 Next Due 4/15 Balance \$1460.00 Payments \$394.60 Other \$163.60 Ins \_\_\_\_\_ Total Due \$953.40

OTHER INFORMATION

3 MSFG, NEVER kept promises  
"ALSO ON SITE" RUSH

\*Upon Repo, deliver vehicle to WARD Auto Auction.

- \*Upon Repo, immediately call with mileage, fees & condition. Fee quoted is final.

Signed:

ROGER S. BRYLON

Phone

1-800-877-2860

Ext

4560

AGENCY Ousta

DATE 12/7/94

FAX NUMBER \_\_\_\_\_

ACCT. NO. 314234

DEBTOR Betty McCuster; Dale Shono PHONE ( ) \_\_\_\_\_

RESIDENCE ADDRESS P.O. Box 231, Coal Port, PA. 16627

EMPLOYMENT \_\_\_\_\_ PHONE ( ) \_\_\_\_\_

ADDRESS \_\_\_\_\_ OCCUPATION \_\_\_\_\_

DESCRIPTION OF SECURITY

YEAR	MAKE	BODY	VIN NUMBER	LICENSE NO.	COLOR
92	Pontiac	Grand Am	1G2NE14NKM101649		
KEY NUMBERS		LAST PAY	PRESENT BALANCE	DELINQUENCY	
IGNITION	TRUNK	DATE		DATE	MONTHLY PAY
		11/17/94	16,573.20	11/15/94	394.60

OTHER INFORMATION

Cust is 22 days past due

We need POE # & Res. #. The add. on a NSF check is different from the one we have above. P.O. Box 460 @ Coalport, PA. 16627-0460  
We need something on this Cust.

SPECIAL INSTRUCTIONS

\*\*\*WE MUST HAVE ACCURATE FEES AND MILEAGE.. PLEASE FAX AN INVOICE IMMEDIATELY UPON RECEIPT OF

AUTHORIZATION

WE HEREBY ASSIGN TO Ousta THE ABOVE CLAIM AND CERTIFY THAT THE INFORMATION SUPPLIED CONCERNING THE ACCOUNT AND ITS PRESENT STATUS IS ACCURATE AND IN ACCORD WITH OUR RECORDS. YOU ARE TO BE REIMBURSED FOR YOUR CHARGES AND EXPENSE AS YOUR RATE SCHEDULE AGREEMENT IN EFFECTING COLLECTION OR ADJUSTMENT OF THIS ACCOUNT AS REQUESTED. WE AGREE TO INDEMNIFY AND SAVE YOU HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES AND ACTIONS RESULTING FROM ARISING OUT OF YOUR EFFORTS TO COLLECT THE ABOVE CLAIM, EXCEPT HOWEVER SUCH AS MAY BE CAUSED BY OR ARISE OUT OF THE ACTIONS OR OMISSIONS OF YOUR COMPANY, ITS OFFICERS, EMPLOYEES OR AGENTS OR THE OFFICERS OR EMPLOYEES OF SUCH AGENTS, FOR WHOM YOU AGREE TO SAVE AND HOLD US HARMLESS.

WE HEREBY AUTHORIZE YOU TO REPOSSESS THE SECURITY LISTED ABOVE AND CERTIFY THAT WE ARE THE LEGAL OWNER OF THE ABOVE DESCRIBED SECURITY UNLESS OTHERWISE INSTRUCTED IN THIS ASSIGNMENT.

SIGNATURE Lisa Silens DATE 12/7/94

CLIENT AutoFinance Group, Inc. My direct # 800-829-9480 PHONE (708) 655-71



314234 ROB

12-6-94

Dear Sir,

My son's check for Nov payment was Returned, he was out of the state working his Company sent his crew on a new job. he didn't get his paycheck Deposited in time to cover the check. he didn't find out until now, and I wasn't aware of it either. I am sending my check to cover the payment. I am sorry about the check getting Returned because the funds were not there. It won't happen again.

Sincerely  
Betty McClusker

Check was sent from  
my son's account.  
Patrick McClusker  
Coalport, Pa

Also sent the Card to the Auto Ins. Co  
as you requested.



AutoFinance Group, Inc.

May 6, 1994

BETTY MCCUSKER  
2009 EAST CLARENDON  
PHOENIX, AZ 85016-

Dear BETTY MCCUSKER:

We are pleased to welcome you to the growing family of valued clients of AutoFinance Group, Inc..

It gives me great pleasure that you have given us the opportunity to help you purchase your automobile. We strive to give each of our clients the best possible service.

For your assistance, I am enclosing additional information that you should find valuable.

Again, welcome to our family and we hope you enjoy your automobile.

Sincerely,

---

Elaine Siuda  
Customer Service

encl



AutoFinance Group, Inc.

**BETTY MCCUSKER**  
Account Number : 0000314234

We recently acquired your automobile sales contract on your  
**1992 PONTIAC GRAND AM** from **DIRECT CONNECTION**.

The following information from our Customer Service Department will assist  
you with your loan.

**ACCOUNT NUMBER:** You have been assigned account # **0000314234**

**YOUR MONTHLY PAYMENT AMOUNT:** **394.60** FOR **48** MONTHS.

**DUE DATE:** The 15th day of each month is your due date and your  
first installment is due on **05/15/94**.

**BILLING:** We will mail a statement to you each month prior to your due date.  
Your payment should reach us on or before your due date. Please make your  
payment by **check or money order** payable to AutoFinance Group, Inc.;  
include your account number and mail to:

**AutoFinance Group, Inc.**  
**Post Office Box 4746**  
**Oakbrook, IL 60522-4746**

**AUTO INSURANCE:** Your contract requires that you maintain collision and comprehensive  
coverage throughout the term of your contract. If you have not already done so,  
please have your insurance agent furnish us with a loss payee endorsement.

If additional information is needed, please phone:

Elaine Siuda, Customer Service

at (800) 877-2860. Please have your account number available.

Thank You

COFINANCE GROUP, INC.

05/06/1994 10:00:00

1000000000

10725

TOTAL

\*\*\*\*\*11,181,000



COFINANCE GROUP, INC.  
3000 W. WASHINGTON AVE. SUITE 100  
WEST MOUNT, ILLINOIS 60090

COFINANCE GROUP, INC.  
3000 W. WASHINGTON AVE. SUITE 100  
WEST MOUNT, ILLINOIS 60090

10725

\*\*\*\*\*11,181 DOLLARS 05 CENTS \*\*\*

05/06/1994

11,181.00

DATE

AMOUNT

PAY  
TO THE  
ORDER  
OF:

FAIRHART FOND  
/ 77 E. BASELINE  
TEMPE AZ 85283

NON - NEGOTIABLE

AUTHORIZED SIGNATURE

MOBILE & TELEPHONE

AUTOFINANCE GROUP, INC  
601 OAKMONT LANE SUITE 350  
WESTMONT IL 60559  
(708) 655-7100

DATE: December 19, 1995

TO: BETTY MCCUSKER  
BLANE CTY ROAD BOX 784  
COALPORT, PA 16627

**STATEMENT OF DEFICIENCY CHARGES**

(After Repossession and Sale)

Account#: 314234

Vehicle: 1992 PONTIAC GRANDAM

The vehicle listed on your contract or security agreement executed on 03/31/94 has been sold in accordance with the terms thereof.

Unpaid Balance prior to sale:	\$	11,345.79
(Includes all collection, repossession and sale costs)		
Proceeds from sale:	\$	5,900.00
Deficiency balance after sale:	\$	5,445.79

**THE AMOUNT OBTAINED UPON SALE OF THE VEHICLE WAS INSUFFICIENT TO PAY THE FULL BALANCE DUE. THEREFORE, YOU ARE SUBJECT TO LEGAL AND/ OR COLLECTION ACTION. TO PREVENT SUCH, ACCEPTABLE ARRANGEMENTS FOR REPAYMENT OF THE "DEFICIENCY BALANCE AFTER SALE" CAN BE MADE IMMEDIATELY BY CONTACTING OUR OFFICE AT 800-877-2860 TO DISCUSS AN APPROPRIATE REPAYMENT PLAN.**

P 378 475 977

US Postal Service

**Receipt for Certified Mail**

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sent to	
BETTY MCCUSKER	
Street & Number	
BLANE CTY ROAD BOX 784	
Post Office, State, & ZIP Code	
COALPORT, PA 16627	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date	

PS Form 3800, April 1995

=====

Loan Number	: 0000314234	MCCUSKER, BETTY
Log Number	: 1062248	2092 ✓
Dealer	: <del>2108</del> DIRECT CONNECTION	EARNHARDT FORD SALES CO.
Add-On Rate	: 13.87%	
A.P.R.	: 23.06%	
Acquisition Fee	: 400.00	
Odd-Days Disc.	: 0.00	
Add. Yield Disc.	: 0.00	
Odd-Days Disc. Waived	: 0.00	
Add. Yield Disc. Waived	: 0.00	
Over Advance	: 0.00	
Credit Enhance	: 600.00	✓
Amount Financed	: 12,181.85	
Contract Date	: 03/31/94	
First Payment Due	: 05/15/94	
Payment Amount	: 394.60	
Term of Contract	: 48	
Amount Disbursed	: 11,181.85	

=====

New/Used : U  
V.I.N. : 1G2NE14XXNM101649  
Year : 1992  
Make : PONTIAC  
Model : GRAND AM

=====

REQUEST FOR CHECK

CONTACT NO. 1062298

PAYABLE TO: EARNHARD FORD SALES

DATE 3-4-54

BORROWER: Betty McCusker

[illegible]





AutoFinance Group, Inc.

Betty M. McCusker  
Dale J. Shomo  
2009 East Clarendon  
Phoenix, AZ 85016

Date: May 5, 1994

Account No.:

Dealer Name: Earnhardt Ford Sales Co.

Address: 777 East Baseline  
Tempe, AZ 85283

Vehicle Description: 1992 Pontiac Grand Prix

Date of Contract: March 31, 1994

Vehicle ID # 1G2NE14XXNM101649

#### RETAIL CONTRACT CORRECTION NOTICE

We are pleased to have had the opportunity to purchase your retail installment contract described above. On reviewing the contract, we noticed the error(s) as indicated below:

The vehicle model on your contract was disclosed incorrectly  
and should read as follows:  
1992 Pontiac Grand Prix

This does not effect or change your amount financed.

Our records have been noted to show the correction(s) indicated above.  
Keep this notice as your record of the changes made. If you have any questions contact us at the  
address below.

Very truly yours,

**AUTOFINANCE GROUP, INC,**

PRE-PURCHASE VERIFICATION  
(This form must be completed before the contract is purchased)

I. CUSTOMER GREETING

Hello Mr. or Ms. Customer, I am (your name) from AutoFinance Group. We are the company which approved the financing on your (make, model) which you purchased from (dealer name). We hope you are enjoying your car and we thank you for using our financing program.

My job is to set up your account in our computer records and I want to be sure that the information I use is accurate so you will receive the best possible service on your account. Could you please take a few minutes with me to confirm the information I have received from (dealer name)? Thank you.

II. VERIFYING INFORMATION

A. Residence:

I have your address as (see application). How long have you lived at this address:

Response: 0/K 2y2m

Who is your mortgage holder/Landlord? (obtain this information only if application is incomplete).

Response: \_\_\_\_\_

If time at residence is less than 3 years, obtain prior address and time at prior address.

Response: 1x 4m

B. Employment:

I have your employer and position as (see application).

Response: \_\_\_\_\_

If less than 3 years, obtain prior job and time at prior job, get job address.

Response: \_\_\_\_\_

C. Review references:

Three references need (see application), show relationships to references, ie: who's mother or father, friend etc.

Response: \_\_\_\_\_

D. Insurance:

EFFECTIVE DATE: 3/21/94

EXPIRATION DATE: 12/17/94

I. I show your insurance company as (see Agreement to Furnish Insurance).

COMP  
500

a. Insurance Company Atlanta Casualty

b. Policy # 03099008

COLL  
500

c. Agent's Name Sun Century

d. Agent's Address 1131 E Highland / Phoenix AZ 85014

e. Agent's Phone Number (800) 333-8930 225-8930

LIENHOLDER  
DED.

AutoFinance Group listed as lienholder at correct address? ☒

Date Verified: 4/12/94

Name of person who verified: Sharon

Have you notified your Agent that AFG is the lender financing your new car purchase?

Response: Y

J. Is the insurance policy in your name? (If the insurance policy is not in customer name then obtain the name that is on the policy).

Response: Y

IMPORTANT!!

Be certain that the customer understands that collision, fire and theft insurance is required at all times during the contract term.

## CREDIT AUTHORIZATION

Date - 03/23/94

Dealer &gt; DIRECT CONNECTION

App. No. &gt; 1062248

Customer &gt; MCCUSKER, BETTY

Year 1992 Make PONTIAC

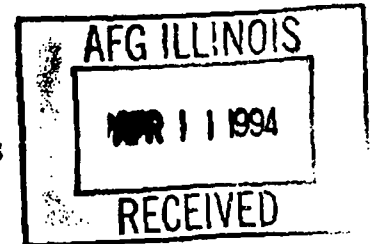
Model GRAND AM

APPROVED WITH THE FOLLOWING STRUCTURE:

Amt. Financed : 11,487.00 <sup>12,181.85</sup> Min. Down Payment : 4,500.00 Acquisition Fee  
Term of Loan : 48 A.F.G. Buy Rate : 13.50 Add-On 1,000.00  
13.87

## STIPULATIONS

- COPY OF REPORT OF SALE OR GUARANTEE OF TITLE - A.F.G. AS LEGAL
- COMPLETED AGREEMENT TO FURNISH INSURANCE FORM SHOWING NAME, ADDRESS, and PHONE NUMBER OF THE INSURANCE AGENT, INCLUDING COPY OF INSURANCE CARD. THIS DOCUMENT MUST BE COMPLETED IN FULL FOR A CONTRACT TO BE CASHED. A.F.G. MUST BE SHOWN AS LOSS PAYEE
- EMPLOYMENT MUST BE VERIFIABLE AT TIME OF FUNDING
- NEED COMPLETE LANDLORD or MORTGAGE INFORMATION



- 1 NEED P.O.I. 2,238.00 NET MONTHLY BASED ON YTD FIGURES
- 2 NEED BOOKING SHEET SHOWING \$ 9,800.00
- 3 NEED 3 YEARS EMPLOYMENT HISTORY
- 4 NEED FOUR 4 REFERENCES COMPLETED
- 5 NEED LEGIBLE COPIES OF DRIVERS LICENSE ON ALL SIGNORS
- 6 AMOUNT FINANCE INCLUDES \$695. SERVICE AGREEMENT
- 7 APPROVED UNDER AFG DISCOUNT PROGRAM
- 8 MAX 48 MONTH FINANCING FOR 1992 UNIT
- 9 NEED PROOF OF RENTAL INCOME \$300. PER MONTH

OK WAIVE 10.00 o/a 80

A.F.G. Authorized Signature \_\_\_\_\_

Date 03/23/94 Time 09:10:28 :TN

## ALL DOCUMENTS ARE TO BE SENT TO:

AutoFinance Group, Inc.  
601 Oakmont Lane Suite 350  
Westmont, IL 60559

## ALL APPROVALS ARE SUBJECT TO VERIFICATION

Purchase of Contract is subject to satisfaction of the foregoing requirements, to the satisfaction of AFG, and receipts of all items listed on the List of Required Documentation for Funding previously provided and verification by AFG of the information included therein.

This Approval Good For 15 Days

Date Received from Dealer :

PDI

NIR S.S.  
NIS 1st Job  
RENTAL INC.  
NIS 2d

DEBT

300.04 +  
368.54 +  
300.04 +  
300.04 +

200.04 +  
200.04 =  
200.04 =

4. \*

0. \*

0. \*

9,300. X  
125. %  
12,250. \*

9,300. X  
105. %  
10,290. \*

9,300. \*

0. \*

10,290. X  
10,290. \*

0. \*

10,290. +  
702. +  
695. +  
158.95 +  
325.9 +  
12,171.35 \*

0. 0

0. \*

0/A

12,171.35 +  
12,181.85 -  
-10. \*

0. \*

0. \*

6,158.95 +  
12,181.35 +  
4. =  
0.13670943247 \*

## PRIMARY

NAME Betty McCuoker

COMPANY \_\_\_\_\_

PHONE \_\_\_\_\_

DATE HIRED \_\_\_\_\_

POSITION \_\_\_\_\_

FULL OR PART TIME (838.-  
NET MO

SALARY \_\_\_\_\_

PAY PERIOD \_\_\_\_\_

VER. BY \_\_\_\_\_

&amp; TITLE \_\_\_\_\_

COMMENTS VA + SSI (WIDOWED)DATE VERIFIED 4/11/94NAME DALE SHOMOCOMPANY ARIZ PARTITIONPHONE (602) 581-8105

DATE HIRED \_\_\_\_\_

POSITION DRY WALLFULL OR PART TIME

SALARY \_\_\_\_\_

PAY PERIOD \_\_\_\_\_

VER. BY \_\_\_\_\_

& TITLE ~~DRY~~COMMENTS ODNNAPAYROLLDATE VERIFIED 4-5-94

## SECONDARY

NAME Dale ShomoCOMPANY George Auto RepairPHONE (602) 277-3839DATE HIRED 3 yrs.POSITION MechanicFULL OR PART TIMESALARY 8.00 hr.PAY PERIOD WKL4VER. BY George& TITLE Owner

COMMENTS \_\_\_\_\_

DATE VERIFIED 4/11/94 cv

NAME \_\_\_\_\_

COMPANY \_\_\_\_\_

PHONE \_\_\_\_\_

DATE HIRED \_\_\_\_\_

POSITION \_\_\_\_\_

FULL OR PART TIME

SALARY \_\_\_\_\_

PAY PERIOD \_\_\_\_\_

VER. BY \_\_\_\_\_

&amp; TITLE \_\_\_\_\_

COMMENTS Rents house  
in Penn.

DATE VERIFIED \_\_\_\_\_

Other



APR-26-1994 14:15 FROM EARNHARDTS DIRECT CONNECT TO

George's auto Repair  
1940 E. Whittier ave  
PHX-AZ 85016

HAS NO LTR  
HEAD

4-19-94

Dale Shomo is Employed By me  
at this date, Part time. Since he  
is working also as a Taper for  
a dry wall Co.

He worked for me full time  
since Jan. 2 1994 and Part time  
from 1992 to that date.

His wages are 8.00 HR he makes  
about 200.00 wk now, and made  
350.00 to 400.00 when he worked  
Full time.

George B. O'Hall



EMPLV: 20 - 30 HRS / WEEK

## MONTHLY RENTAL AGREEMENT

THIS LEASE is made on the 14 day of Oct 19 93

The Landlord hereby agrees to lease to the Tenant, and the Tenant hereby agrees to hire and take from the Landlord, the Leased Premises described below pursuant to the terms and conditions specified herein:

LANDLORD: Betty McCusker TENANT(S): Patricia McCusker and Stacy

Address: Box 431 Coalport, Pa 16627

Address: Box 470 Coalport, Pa. 16627

Now 3009 E. Chaucer Ave  
Phoenix, AZ 85076

1. Leased Premises. The Leased Premises are those premises described as: House on Forest St. Coalport, Pa.

2. Term. Term of the Lease shall be a month-to-month tenancy commencing on the 1 day of Nov 19 93.

3. Termination. Either Landlord or Tenant may terminate the Lease at any time, by giving the other party at least one full month's prior written notice.

4. Rent. The monthly rental amount for the Leased Premises is \$ 300.00 per month. The rent payment must be paid on the first day of the month at the Landlord's address listed above. The first month's rent is to be paid when Tenant signs this lease. Landlord need not give notice to Tenant regarding Tenant's obligation to pay rent.

5. Security Deposit. The Tenant shall make a security deposit of \$        to Landlord in order to ensure that Tenant complies with all terms and conditions of the Lease. If Tenant fully complies, Landlord will return the security deposit with:

in        week(s) after the date Tenant delivers possession of the Leased Premises to Landlord. If Tenant does not fully comply with the terms of the Lease, Landlord may use the security to pay amounts owed by Tenant, including damages.

6. Occupants. The Leased Premises shall be occupied by the following persons only: Patricia McCusker  
Stacy and daughter Alisha

7. Repairs. Tenant must take good care of the Leased Premises and all equipment and fixtures contained therein. Tenant is liable for damages caused by his acts or neglect and any acts and neglect of his family, invitees or guests. Tenant must make all repairs and replacements when it results from an act or neglect. If Tenant fails to make a needed repair or replacement, Landlord may do it and add the expenses to the rent.

8. Alterations. Tenant must obtain Landlord's prior written consent to paint or wallpaper the Leased Premises or to install any paneling, flooring, partitions, railings or make any other alterations. Tenant must not change the plumbing, ventilation, air-conditioning, heating or electric systems. All the alterations, installations and improvements shall become property of the Landlord when completed and paid for, and shall be surrendered as part of the Leased Premises at the end of the term. Landlord is not required to pay for any of the work performed under this section unless he has agreed to pay as indicated in his prior written consent.

9. Maintenance of Leased Premises. Tenant shall maintain the premises in a clean and sanitary condition at all times. At the end of the term, Tenant will leave the Leased Premises clean and in good condition, subject to ordinary wear and tear. Tenant shall remove all Tenant's belongings.

10. Assignment/Subletting Restrictions. Tenant may not assign this agreement or sublet the Leased Premises without the prior written consent of the Landlord.

11. Utilities/Services. Tenant is responsible for the payment of all utilities and services, except for the following:         
which shall be paid by Landlord.

12. Landlord's Right to Enter. Landlord may, at reasonable times, enter the Leased Premises to inspect it, to make repairs or alterations, and to show it to potential buyers, lenders or tenants.

13. Pets. Tenant may not bring or keep pets in the Leased Premises without the prior written consent of the Landlord.

14. Laws and Regulations. Tenant must, at Tenant's expense, comply with all laws, regulations, ordinances and requirements of all municipal, state and federal authorities that are effective during the term of the lease agreement, pertaining to the use of the premises. Tenant must not do anything that increases the Landlord's insurance premium.

15. Default/Abandonment. If Tenant defaults in the payment of rent or any other term or condition of this Lease, Landlord may give Tenant written notice to cure such default. If Tenant fails to cure such default within 14 days of receiving notice, Landlord may elect to terminate the Lease, re-enter the Leased Premises and remove the Tenant, all other occupants and their possessions.

If Tenant abandons or vacates the Leased Premises during the Term of this Lease, Landlord may elect to re-enter the premises, without liability for prosecution or owing damages to Tenant, and, at his option, relet the Leased Premises. If the Landlord opts not to relet the Leased Premises, Tenant shall be liable for the remainder of the rent due under the Lease until its expiration. If the Landlord relets the Leased Premises but is unable to relet the Leased Premises for as much rent as would have been paid by Tenant during the period between Tenant's abandonment and the end of the Term, Tenant shall be liable to Landlord for the difference. Landlord may also dispose of any property left by Tenant after abandonment without liability and apply the proceeds to reduce such difference.

16. Legal Fees. The successful party in a legal action or proceeding between Landlord and Tenant relating to the non-payment of rent or recovery of possession of the Leased Premises, may if legally available recover reasonable legal fees and costs from the unsuccessful party.

17. Quiet Enjoyment. If the Tenant promptly pays the rent and obeys all of the other terms of this Lease, the Tenant may remain in and use the Leased Premises without interference by Landlord.



18. **Binding Obligations.** This lease agreement is binding on the Landlord and Tenant and those that lawfully succeed to their rights or take their place. Tenant and Landlord have both read this lease and all promises made by the parties are contained in this lease.

19. **Joint and Several Obligations.** If more than one person signs this lease as a Tenant, the obligations of all Tenants shall be joint and several, with each Tenant assuming full liability for all of the obligations under this Agreement.

20. **Additional Terms and Conditions** Agreed to by Both Parties:

This lease is effective when Landlord delivers a copy signed by all parties to the Tenant. Parties have signed this agreement in duplicate this day and year written above.

*Betty M. Cusker*

(Landlord or Landlord's Authorized Agent)

*Patricia M. Cusker*

(Tenant)

(Tenant)

Read the instructions and other important information on the package. When using this form you will be making no part of any warranty, express or implied, by the manufacturer or seller of the product. Read them, be informed and consider carefully the liability for loss or damage resulting from the use of this form.

RENTAL 100

**MONTHLY RENTAL  
AGREEMENT**

**Landlord**

**Tenant**

*Patricia M. Cusker*

Dated:

*Oct 19 - 1993*

MAY 04 '94 10:17  
MAY-04-1994

09:28 FROM EARNHARDTS DIRECT CONNECT TO

TO 18003472311

PAGE.001

AFG P.01/01

Att: JOE @  
AFG

Re -  
McClister  
Deac

346 SHIRO, DALE  
GROSS PAY OVERTIME  
ARIZONA PARTITION, INC.  
1-1-0 384.00  
RETIRE INSURE GAS LOANS MISC TOTAL DED  
1-1-0  
LET PAY: 176.25  
REGULAR HOURS: 24.00 O.T. HOURS: 0.00 TOTAL HOURS: 24.00  
14/29/94 00007667 CHECK # 7667  
PAY PERIOD ENDING 04/22/1994  
7667  
LEVY  
15.75  
31.50

3 ARIZONA PARTITION, INC.

PAY PERIOD ENDING 04/15/1994

CURRENT	GROSS PAY	OVERTIME	FICA	FEDERAL	STATE	LEVY
Y-T-D	192.00		14.69	0.96	0.10	
	192.00		14.69	0.96	0.10	
CURRENT	RETIRE	INSUR	GAS	LOANS	MISC	TOTAL DED
Y-T-D						15.75
						15.75
NET PAY:	176.25					
REGULAR HOURS:	24.00					
04/22/94	00007605					
				CHECK # 7609		
					TOTAL HOURS:	24.00

4-25-94

*These  
 O'Neil's pay was only three days this time  
 because he started to work on a Wed. His  
 next pay will be a four day pay. If you  
 need a copy of it, I am sure we can get it.*

*Betty McClellan*

*SPDLE w/ WRCU  
 PERSON*



Page

Step 10b

314234

PROGRESSIVE  
2214 N. ATHERTON STREET  
STATE COLLEGE, PA 16803-1544  
(814) 231-1225 FAX: (814) 231-1228

CD LOG NO 0000239 DATE 02/11/95

CLAIM# 95-0065245  
COMPANY  
INSURED MCCUSKER, BETTY M  
LOSS DATE 02/10/95

POLICY# 09022873-001  
CLAIM REP KOLDITZ  
CLAIMANT  
TYPE OF LOSS COMP/FLE

INSP DATE 02/11/95  
APPRAISER LYNN KOLDITZ  
LICENSE # 3094920

LOCATION 11:45/UTAHVILLE  
COMPANY

NAME MCCUSKER, BETTY  
ADDRESS PO BOX 221  
CITY STATE COALPORT  
ZIP 16627

PHONE (814) 687-4117

LIC# APP9027  
ENG/COLOR WHITE  
CONDITION GOOD

VIN 1G2NE14AXNM101649  
MILEAGE 57087  
ACCT'NG CTLN

E=NEW OEM PART EC=ALTERNATE NON-OEM PART  
EU=LIKE, KIND, QUALITY PART  
EP=ALTERNATE OEM OR NON-OEM PART - SEE LOCATE REPORT P=CHECK  
I=REPAIR/ALIGN/SURLET L=REFINISH N=ADDNL LABOR OPERATION  
IE=PART/PARTIAL REPLACE ET=LABOR/PARTIAL REPLACE  
IT=LABOR/PARTIAL REPAIR AA=APPEARANCE ALLOWANCE  
RP=RELATED PRIOR DAMAGE UP=UNRELATED PRIOR DAMAGE

\*\*\*\*\*REMARKS \*\*\*\*\*  
\*\*\*VERIFIED DEER HIT\*\*\*  
RADIATION: KEYSTONE 800-5244349

1992 PONTIAC GRAND AM SE 2 DOOR COUPE W3312A/A OPTNS E/2GLMFC

OPTION2: TWO-STAGE - EXTERIOR SURFACES  
TILT STEERING WHEEL  
AUTOMATIC TRANS  
HEATED BACK GLASS  
AIR CONDITIONING  
CRUISE CONTROL

OP	QTY	NO	DESCRIPTION	MFG. PART NO.	PRICE	AMT	HOURS	R
E	029		GRILLE ASSEMBLY	WT 22548226 GM PART 1442	24.04		1.1	
L	029		GRILLE ASSEMBLY	RT REFINISH 9700			1.4	
E	042	40	HEADLAMP ASSY, HALOGEN	RT 16519788 GM PART	165.00		1.6	
N	973		HEADLAMP AIM	AUDTL LABOR			1.5	
E	068	40	PARKLAMP ASSEMBLY	RT 16513400 GM PART 2895	48.25		1.0	
E	083		PANEL, HOOD	22595990 GM PART 16420	282.00		3.7	
L	083	09	PANEL, HOOD	REFINISH			1.9	
E	089		SUPT. HOOD LOCK VERT	22592968 GM PART 1181	14.68		1.1	
	089		SUPT. HOOD LOCK VERT	REFINISH			1.0	

524693

VOID IF NOT PRESENTED WITHIN 6 MONTHS AFTER DATE OF ISSUE

Policy # 09022873-001	Insured MCCUSKER, BETTY M	Date 3/10/1995	Area Code 253	Draft Number 404259462
Claim # 050065265	Claimant MCCUSKER	Date of Loss 2/10/1995	State Code PA	Office Issued At PA-STCOL-GRP-

Dollars \$\*\*\*\*\*28.89\*\*

PAY TWENTY EIGHT AND 89/100

In Payment of  
FULL AND FINAL SETTLEMENT

AND SUPPLEMENT

CDS  
CODE 12PCL

Payable through

**National City Bank**  
ASHLAND, OHIO

PAY  
TO  
BETTY M MCCUSKER AND  
AUTO FIN GROUP INC AND  
FLORE BUICK \*\*\*\*\*

MOUNTAIN LAUREL ASSURANCE COMPANY

BY *[Signature]*  
AUTHORIZED SIGNATURE

⑈404259462⑈ ⑆041203895⑆ 7701870⑈

*RB*

**BETTY M. MCCUSKER**  
P.O. BOX 23  
COALPORT, PA 16627

**314234e**

**198**

**60-1876/313**

**PRESENTED TWICE**

**NOT PRESENT**

**Auto Finance Group**

**Three**

**050108430**

**CURWENSVILLE STATE BANK**  
CURWENSVILLE, PA 18833-0029

**415 1005540 5540**

**\$ 300.00**

**30 DOLLARS**

**MEMO**

**NOT PRESENT**

**Betty McCusker**

**PRESENTED TWICE**

**00000030000**

**Is your RETURN ADDRESS completed on the reverse side?**

**SENDER:**

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

**I also wish to receive the following services (for an extra fee):**

- ☐ Addressee's Address
- ☐ Restricted Delivery

**Consult postmaster for fee.**

**3. Article Addressed to:**

**BETTY M. MCCUSKER**  
**BLANE CTY ROAD BOX 784**  
**COALPORT, PA 16627**

**4a. Article Number**  
**Z 286 108 496**

**4b. Service Type**

☐ Registered ☒ Certified  
☐ Express Mail ☐ Insured  
☐ Return Receipt for Merchandise ☐ COD

**7. Date of Delivery**  
**8-18-95**

**5. Received By: (Print Name)**  
**DALE SHOMO**

**6. Signature: (Addressee or Agent)**  
**X Dale Shomo**

**8. Addressee's Address (Only if requested and fee is paid)**

**PS Form 3811, December 1994**

**Domestic Return Receipt**

Thank you for using Return Receipt Service.

# PRE-PURCHASE CHECKLIST

Name of Maker: \_\_\_\_\_

Co-Maker: \_\_\_\_\_

1. Amount Financed as approved? 4/8
2. Proof of Income received? 0/A 10.90
3. Invoice (new cars) or Signed Booking Sheet (used cars) received? Nito
4. Report of Sale, Guarantee of Title, Lien Entry Form, Application for Registration Received? ✓
5. Agreement to Furnish Insurance including verification or proof of a minimum of 6 months collision and comprehensive insurance in name of buyer INS. VERIFIED WORKING INS. FOR? ✓
6. Application for Service Contract/Warranty (application and contract must agree. Warranty must be 50% of contract term and cannot exceed \$995)? ✓
7. Application for LA&H (Application and contract must agree)? \_\_\_\_\_
- Is LA&H Dealer and Insurance Company Approved? Yes/No Rating \_\_\_\_\_
8. AFG as loss payee on all insurance products? 1062248
9. Co-signor Notice, if any? 1000
10. Contract endorsed properly? 13-87
11. Contract assigned properly? ✓
12. Does Gross contract rate exceed legal maximum? (See state rate sheet) ✓
13. Is Dealer agreement signed and on file? ✓
14. Due Bill on optional equipment added including cost? ✓
15. Is Due Bill signed and dated? ✓
16. Due bill for soft adds including cost? ✓
17. Documentation explaining derogs? ✓
18. Photocopy of drivers license - His ☒ Hers ☒ ✓
19. 3 Personal references - detailed on application? ✓
20. Employment Verified His ☒ Hers ☒ ✓
21. Insurance Verified ✓
22. Customer Interviewed ✓

Checked by: \_\_\_\_\_ Date: \_\_\_\_\_

Comments: Betty SSI + VA = income

NEED: THE AGR.

PDI ON BOTH - PAY STUB ON DATE  
- PROOF OF MONTHLY ENTITLEMENT OF

4/28 DATE NUC AT ARIZ PARTITION VA BEN. FOR BETTY  
STEVE WILL WORK ON IT AND  
CALL BACK

4/14/91 You be take care this work & send  
(LARRY) DLR: 4/13 with 4/21 try  
(STEVE) DLR 4/26 WORKING ON GETTING STIP

TT LARRY 4/23 DOLE NLE AT ARIZ. PARTITION.  
NE WILL LOOK INTO IT

5/2 TT STONE ms McCusker mailed yesterday. WILL  
FAX ASAR

AF Hughes - 12/18/85  
P. Leaver - 12/18/85  
800  
650  
705  
537  
538  
320  
2143  
Ch. H.



E. Vehicle:

1. Is this vehicle for your and/or your spouse? (If vehicle is for a third party obtain their name(s), address and phone number and immediately refer contract to your supervisor).

Response: \_\_\_\_\_

2. Equipment:

Please tell me what kind of equipment you have on your vehicle. (compare to booking sheet, invoice and any due bills in file. If the customer doesn't list everything that you have, ask customer about the other items.)

Response: AMM/TJS/CL WHITE

F. Down Payment:

Confirm with the customer the amount of cash down payment and/or trade in (verify what trade in was), ask them if they have made the full downpayment or is part of it deferred, is any part of the cash down a rebate?

Response: O/K

III. CLOSING

Thank you for your assistance. I can now properly set up your account and I will be sending you a billing statement in a few days which will reflect payments of \$ 394.60 for # 38 months.

Your payments are due on or before the 15 of each month, beginning 5-15-94 There is no grace period. Your payment needs to be in our office on or before your due date.

We are pleased to have you as a client and wish you luck with your car.

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of verification call: 5-4-94

Verified by: JDE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101271  
NO: 06-268-CD  
SERVICE # 1 OF 2  
COMPLAINT IN ASSUMPSIT

PLAINTIFF: CAVALRY PORTFOLIO SERVICES, LLC  
vs.  
DEFENDANT: BETTY MCCUSKER and DALE SHOMO

SHERIFF RETURN

NOW, March 03, 2006 AT 10:05 AM SERVED THE WITHIN COMPLAINT IN ASSUMPSIT ON BETTY MCCUSKER DEFENDANT AT 3284 UTAHVILLE ROAD, COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BETTY MCCUSKER, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN ASSUMPSIT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED  
APR 10 2006

William A. Shaw  
Prothonotary/Clerk of Courts

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

DOCKET # 101271  
NO: 06-268-CD  
SERVICE # 2 OF 2  
COMPLAINT IN ASSUMPSIT

PLAINTIFF: CAVALRY PORTFOLIO SERVICES, LLC  
vs.  
DEFENDANT: BETTY MCCUSKER and DALE SHOMO

**SHERIFF RETURN**

---

NOW, March 03, 2006 AT 10:05 AM SERVED THE WITHIN COMPLAINT IN ASSUMPSIT ON DALE SHOMO DEFENDANT AT 3284 UTAHVILLE ROAD, COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DALE SHOMO, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN ASSUMPSIT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101271  
NO: 06-268-CD  
SERVICES 2  
COMPLAINT IN ASSUMPSIT

PLAINTIFF: CAVALRY PORTFOLIO SERVICES, LLC  
vs.  
DEFENDANT: BETTY MCCUSKER and DALE SHOMO

SHERIFF RETURN

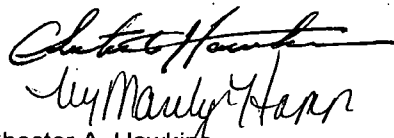
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GORDON	15982	20.00
SHERIFF HAWKINS	GORDON	15982	48.92

Sworn to Before Me This

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

So Answers,

  
Chester A. Hawkins  
Sheriff

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAVALRY PORTFOLIO SERVICES,  
LLC as Assignee of Cavalry  
Investments, LLC as Assignee  
of Key Bank,  
4050 E. Cotton Center Blvd.  
Phoenix, AZ 85040

Plaintiff

vs.

BETTY McCUSKER  
3284 Utahville Road  
Coalport, PA 16627-9359

DALE SHOMO  
3284 Utahville Road  
Coalport, PA 16627-9359.

CIVIL DIVISION

<sup>268</sup>  
No. 06 - 368 - CD

DEFENDANTS PRELIMINARY  
OBJECTIONS TO PLAINTIFF'S  
COMPLAINT

Filed on Behalf of:

Plaintiff, Defendants  
BETTY McCUSKER and DALE SHOMO

Counsel of Record for This  
Party:

JOSEPH COLAVECCHI, ESQUIRE  
Pa. I.D. #06810

COLAVECCHI & COLAVECCHI  
221 East Market Street  
P.O. Box 131  
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF  
COLAVECCHI  
& COLAVECCHI  
221 E. MARKET ST.  
(ACROSS FROM  
COURTHOUSE)  
P. O. BOX 131  
CLEARFIELD, PA

FILED  
OK: 53/611 3cc  
MAY 01 2006 Amy  
CK

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION

CAVALRY PORTFOLIO SERVICES, :  
LLC as Assignee of Cavalry :  
Investments, LLC as Assignee :  
of Key Bank :  
4050 E. Cotton Center Blvd. :  
Philadelphia, PA 19103 :  
Plaintiff :  
:  
vs. : No. 06 - 268 - CD  
:  
BETTY McCUSKER :  
3284 Utahville Rd. :  
Coalport, PA 16627-9359 :  
:  
DALE SHOMO :  
3284 Utahville Rd. :  
Coalport, PA 16627-9359 :  
Defendants :

DEFENDANTS PRELIMINARY OBJECTIONS TO  
PLAINTIFF'S COMPLAINT

Defendants, Betty McCusker and Dale Shomo, through their Attorney, Joseph Colavecchi, Esquire, file their Preliminary Objections to Plaintiff's Complaint and respectfully aver as follows:

1. Plaintiff filed a Complaint in the Court of Common Pleas of Clearfield County, Pennsylvania on or about February 21, 2006 alleging that Plaintiff furnished consumer credit to Defendants

that called for consecutive monthly payments as set forth in a Promissory Note.

2. Plaintiff alleges there is an unpaid balance on their Promissory Note in the amount of Five Thousand Seven Hundred Sixty-seven Dollars and Seventy-three Cents (\$7,767.73).

3. A further averment of Plaintiff's Complaint is that they are asking for interest and attorney's fees as allegedly set forth in the Promissory Note.

4. Plaintiff attached what is alleged to be the original contract.

5. However, Plaintiff has not supplied a detailed statement of the account showing all payments made on said account and how Plaintiff calculates the amount due.


6. Plaintiff fails to state what, if any charges were made for interest, late fees and other various charges which may or may not have been imposed by Plaintiff and the legal authority for such charges.

7. Plaintiff's Complaint is insufficient on its face and should be dismissed because Plaintiff failed to produce a detailed monthly statement of the account setting out the charges, including interest and costs, so that Defendants are able to calculate the

details leading to the conclusion of the Plaintiff and allow Defendants to enter into a proper defense of the claims.

8. It is further mentioned that the date of the Motor Vehicle Sales Contract attached to the Complaint appears to be March 31, 1994 which is twelve years ago. The Statute of Limitations is four years which would mean that the Complaint would be barred by the Statute of Limitations unless payments continue to be made on said account.

WHEREFORE, Defendants respectfully request that the Complaint be stricken pursuant to Pennsylvania Rule of Civil Procedure 1028 on the grounds of legal insufficiency.



---

JOSEPH COLAVECCHI, ESQUIRE  
Attorney for Defendants  
221 East Market Street  
Clearfield, PA 16830  
(814) 765-1566

5/1/86



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION

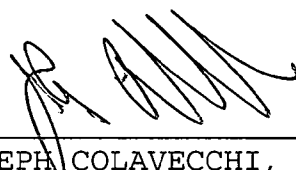
CAVALRY PORTFOLIO SERVICES, :  
LLC as Assignee of Cavalry :  
Investments, LLC as Assignee :  
of Key Bank :  
4050 E. Cotton Center Blvd. :  
Philadelphia, PA 19103 :  
Plaintiff :  
:  
vs. : No. 06 - 268 - CD  
:  
BETTY McCUSKER :  
3284 Utahville Rd. :  
Coalport, PA 16627-9359 :  
:  
DALE SHOMO :  
3284 Utahville Rd. :  
Coalport, PA 16627-9359 :  
Defendants :

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the May 1, 2006,  
Defendants Preliminary Objections to Plaintiff's Complaint in the  
above matter was served on the following by depositing said copy  
in the United States Mail, first class, postage prepaid and  
addressed as follows:

Frederic I. Weinberg, Esquire  
Paul M. Schofield, Jr., Esquire  
Gordon & Weinberg, P.C.  
21 South 21<sup>st</sup> Street  
Philadelphia, PA 19103

DATE: 5/1/06

BY:   
JOSEPH COLAVECCHI, ESQUIRE  
221 East Market Street  
Clearfield, PA 16830  
(814) 765-1566

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAVALRY PORTFOLIO SERVICES,  
LLC as Assignee of Cavalry  
Investments, LLC as Assignee  
of Key Bank,  
4050 E. Cotton Center Blvd.  
Phoenix, AZ 85040

Plaintiff

vs.

BETTY McCUSKER  
3284 Utahville Road  
Coalport, PA 16627-9359

DALE SHOMO  
3284 Utahville Road  
Coalport, PA 16627-9359

CIVIL DIVISION

No. 06 - <sup>268</sup>~~268~~ - CD

RULE

Filed on Behalf of:

Plaintiff, Defendants  
BETTY McCUSKER and DALE SHOMO

Counsel of Record for This  
Party:

JOSEPH COLAVECCHI, ESQUIRE  
Pa. I.D. #06810

COLAVECCHI & COLAVECCHI  
221 East Market Street  
P.O. Box 131  
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF  
COLAVECCHI  
& COLAVECCHI  
221 E. MARKET ST.  
(ACROSS FROM  
COURTHOUSE)  
P. O. BOX 131  
CLEARFIELD, PA

FILED 3cc  
01/4:00/01 Amy Colavecchi  
MAY 03 2006

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION

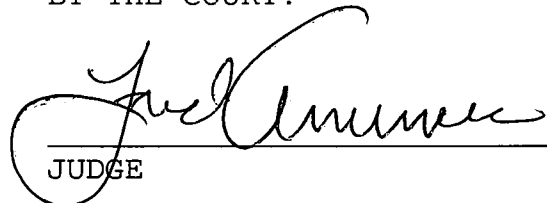
CAVALRY PORTFOLIO SERVICES, :  
LLC as Assignee of Cavalry :  
Investments, LLC as Assignee :  
of Key Bank :  
4050 E. Cotton Center Blvd. :  
Philadelphia, PA 19103 :  
Plaintiff :  
vs. : No. 06 - 268 - CD  
BETTY McCUSKER :  
3284 Utahville Rd. :  
Coalport, PA 16627-9359 :  
DALE SHOMO :  
3284 Utahville Rd. :  
Coalport, PA 16627-9359 :  
Defendants :

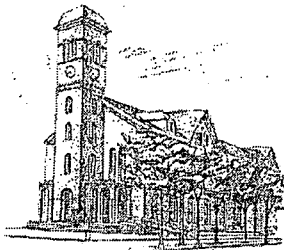
R U L E

AND NOW, this 3<sup>RD</sup> day of May, 2006, upon  
consideration of Defendants Preliminary Objections to Plaintiff's  
Complaint, a Rule is hereby issued and directed to Frederic I.  
Weinberg, Esquire, Attorney for Plaintiff, to show cause why the  
Complaint should not be stricken.

This Rule is Returnable before the Court on the 23<sup>rd</sup> day of  
May, 2006, at 10:00 o'clock A.M. at  
the Clearfield County Courthouse, Courtroom Number 1.

BY THE COURT:

  
JUDGE



## Clearfield County Office of the Prothonotary and Clerk of Courts

**William A. Shaw**  
Prothonotary/Clerk of Courts

**David S. Ammerman**  
Solicitor

**Jacki Kendrick**  
Deputy Prothonotary

**Bonnie Hudson**  
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw  
Prothonotary

DATE: 5/3/06

X You are responsible for serving all appropriate parties.

       The Prothonotary's office has provided service to the following parties:

       Plaintiff(s)/Attorney(s)

       Defendant(s)/Attorney(s)

       Other

       Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAVALRY PORTFOLIO SERVICES,  
LLC as Assignee of Cavalry  
Investments, LLC, as Assignee  
of Key Bank,

Plaintiff

vs.

BETTY McCUSKER and DALE SHOMO,  
Defendants

CIVIL DIVISION

No. 06 - <sup>2</sup>68 - CD

AFFIDAVIT OF SERVICE

Filed on Behalf of:

Defendants, BETTY McCUSKER  
and DALE SHOMO

Counsel of Record for This  
Party:

JOSEPH COLAVECCHI, ESQUIRE  
Pa. I.D. #06810

COLAVECCHI & COLAVECCHI  
221 East Market Street  
P.O. Box 131  
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF  
COLAVECCHI  
& COLAVECCHI  
221 E. MARKET ST.  
(ACROSS FROM  
COURTHOUSE)  
P. O. BOX 131  
CLEARFIELD, PA

FILED

MAY 23 2006  
8/3:30/10

William A. Shaw  
Prothonotary/Clerk of Courts  
2 CEN TO ATT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CAVALRY PORTFOLIO SERVICES, LLC, :  
as Assignee of Cavalry Investments, : No. 06 - 368 - CD  
LLC, as Assignee of Key Bank, :  
Plaintiff :  
vs. :  
BETTY McCUSKER and DALE SHOMO, :  
Defendants:

**AFFIDAVIT OF SERVICE**

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD : SS

Before me, the undersigned officer, personally appeared Joseph Colavecchi, Esquire, who, being duly sworn according to law, deposes and says that a true copy of the Preliminary Objections and Rule were mailed by First Class Mail, Postage Pre-paid, to Frederic I. Weinberg, Esquire, at 21 South 21<sup>st</sup> Street, Philadelphia, Pennsylvania, 19103 on May 4, 2006.

The above statements are true and correct to the best of affiant's knowledge, information and belief.

  
JOSEPH COLAVECCHI, ESQUIRE  
Attorney for Defendants

Sworn to and subscribed before me  
this 23<sup>rd</sup> day of May 2006.



LAW OFFICES OF  
COLAVECCHI  
& COLAVECCHI  
221 E. MARKET ST.  
(ACROSS FROM  
COURTHOUSE)  
P. O. BOX 131  
CLEARFIELD, PA

NOTARIAL SEAL  
LINDA ZIEMBO-BRESSLER, Notary Public  
Clearfield Boro, Clearfield County, PA  
My Commission Expires December 17, 2009

Law Offices  
**COLAVECCHI & COLAVECCHI**

Joseph Colavecchi  
Paul Colavecchi

221 East Market Street  
(across from Courthouse)  
P.O. Box 131  
Clearfield, Pennsylvania 16830  
(814) 765-1566  
(800) 953-1566

FAX  
(814) 765-4570

May 4, 2006

Frederic I. Weinberg, Esquire  
Gordon & Weinberg, P.C.  
21 South 21<sup>st</sup> Street  
Philadelphia, PA 19103

In Re: Cavalry Portfolio Services, Assignee of Key Bank vs.  
Betty McCusker and Dale Shomo

Dear Mr. Weinberg:

I am enclosing, herein, a true copy of the Preliminary Objections which have been filed by me on behalf of Betty McCusker and Dale Shomo.

I am also enclosing a copy of the Rule issued by the Court on May 3, 2006, directed to you as attorney for the plaintiff to show cause why the Complaint should not be stricken.

You will further note that the Rule is returnable before the Court on May 23, 2006, at 10:00 a.m.

Notice is being given to you as required.

Sincerely yours,

Joseph Colavecchi

JC:llh  
Enclosures

cc: Betty McCusker

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CAVALRY PORTFOLIO SERVICES, :  
LLC as Assignee of Cavalry :  
Investments, LLC as :  
Assignee of Key Bank :

-vs-

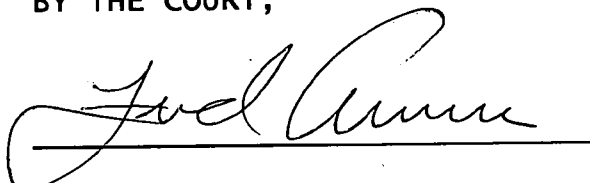
No. 06-268-CD

BETTY MCCUSKER AND DALE :  
SHOMO :

O R D E R

NOW, this 23rd day of May, 2006, following argument by Defense counsel relative Defendants' Preliminary Objections, with the Court noting that Plaintiff's counsel has failed to appear, it is the ORDER of this Court that the Preliminary Objections be and are hereby granted in that the Plaintiff shall have no more than twenty (20) days from this date in which to file an Amended Complaint. The Amended Complaint will set forth a detailed statement of the account, showing payments having been made; what, if any, charges were administrative fees or otherwise may have been imposed, the legal authority for the same, and also to include interest and any other costs.

BY THE COURT,

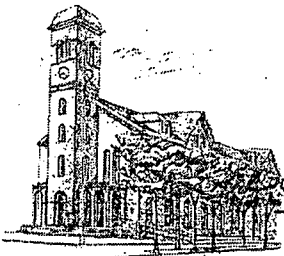
  
President Judge

FILED  
MAY 24 2006

2cc  
Atty Weinberg  
J. Colavecchi

William A. Shaw  
Prothonotary/Clerk of Courts





## Clearfield County Office of the Prothonotary and Clerk of Courts

**William A. Shaw**  
Prothonotary/Clerk of Courts

**David S. Ammerman**  
Solicitor

**Jacki Kendrick**  
Deputy Prothonotary

**Bonnie Hudson**  
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw  
Prothonotary

DATE: 5/24/06

\_\_\_\_\_ You are responsible for serving all appropriate parties.

X The Prothonotary's office has provided service to the following parties:

X Plaintiff(s)/Attorney(s)

X Defendant(s)/Attorney(s)

\_\_\_\_\_ Other

\_\_\_\_\_ Special Instructions:

2022902

THIS IS AN ARBITRATION MATTER.  
ASSESSMENT OF DAMAGES HEARING REQUIRED.

GORDON & WEINBERG, P.C.  
BY: FREDERIC I. WEINBERG, ESQUIRE  
Identification No.: 41360  
PAUL M. SCHOFIELD, JR., ESQUIRE  
Identification No.: 81894  
21 SOUTH 21ST STREET  
PHILADELPHIA, PA 19103  
215/988-9600

FILED <sup>no cc</sup>  
JUN 14 2006  
110:4061  
William A. Shaw  
Prothonotary/Clerk of Courts

Cavalry Portfolio Services,  
LLC as Assignee of Cavalry  
Investments, LLC as Assignee  
of Key Bank  
4050 E. Cotton Center Bou  
Phoenix, AZ 85040

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

vs.

DOCKET NO. : 06-268-cd

BETTY MCCUSKER  
3284 UTAHVILLE RD  
COALPORT PA 16627-9359  
and

DALE SHOMO  
3284 UTAHVILLE ROAD  
COALPORT PA 16627-9359

**AMENDED COMPLAINT IN ASSUMPSIT**

**NOTICE**

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGEMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

. . . . . David S. Meholick, Court Admin.  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641

1. The defendant, for valuable consideration received, executed and delivered to plaintiff a promissory note under the terms of which the defendant promised to pay to the plaintiff consecutive monthly payments under the terms and conditions set forth in the promissory note. A true and correct copy of the aforesaid promissory note is attached hereto, made a part of this complaint and marked Exhibit B.

2. Contrary to the terms of the aforesaid promissory note, the defendant failed to make the required payments when due as a result of which the unpaid balance of \$5,767.73 became due and payable.

3. According to the terms of the note Defendants agreed to make 48 monthly payments in the amount of \$394.60 to the Plaintiff's assignor in the amount of \$12,181.85. A copy of the deficiency balance is enclosed as exhibit A.

4. Defendants made only 11 payments and failed to pay the remainder of the payments as agreed and as a result the vehicle secured by the promissory note was repossessed. A copy of the deficiency accounting is enclosed as exhibit A.

5. Plaintiff's assignee was entitled to accelerate the balance of the loan according to paragraph 7 of the promissory note since defendants failed to pay as agreed. A copy of the note is attached as exhibit B.

6. As a result of defendants default, defendant is indebted to plaintiff in the amount of \$5,767.73 plus interest

thereon and attorney's fees as provided for in the promissory note paragraph 6 and 7, 10 and 12. A copy of the note is attached as exhibit B.

5. Upon defendant's default, plaintiff's assignor repossessed defendant's vehicle as it was entitled to do under the terms of the note paragraph 7, 10, and 12.

6. In order to mitigate its damages plaintiff's assignor sold defendants' vehicle at auction as it was required to do by the terms of the note. A copy of the auction documents are attached as exhibit C.

7. At the time of the auction, defendant had an unpaid balance on the vehicle of \$1345.79 as depicted in the auction accounting documents.

8. In addition to the unpaid balance of the loan of \$10,023.09, plaintiff's assignor charged \$650.00 the defendants for the repossession of the vehicle and charged \$150.00 for the storage of the vehicle and charged \$30.00 for the vehicle to be transported to the auction, an administrative sales fee of \$40.00, a reconditioning fee of \$95.00, and a condition report of \$15.00 and other agreed upon miscellaneous fees and interest at 21%, for a total outstanding balance at the time of the sale of \$11,345.79.

9. Plaintiff is entitled to charge, and defendants agreed to pay, for the repossession, sale and storage of the vehicle and the remainder of the charges outlined in paragraph 7 of this

instant amended complaint according to paragraphs 6,7, 10 and 12 and the front cover of the promissory note.

10. As a result of the auction the plaintiff's assignor received \$5,900.00 and applied that amount to Defendants outstanding balance leaving a deficiency on December 19, 1995 of \$5,445.79 with the annual interest rate of 21%.

11. Defendants have made several payments since December 19, 1995 to the plaintiff's assignor and plaintiff up through the last payment on December 16, 2002 leaving a current and existing principal balance of \$5,767.73.

12. Defendants have made \$300.00 in payments since September 30, 2000 through December 16, 2002. A copy of the plaintiffs payment ledger which clearly shows the payments were made within 4 years of the date of this instant lawsuit is attached as exhibit D

13. Plaintiff has made demand upon the for payment of the amount due but the defendant has failed and refused and still refuses to pay the said sum or any part thereof.

WHEREFORE, plaintiff claims of the defendant the sum of \$5,767.73 plus interest at 21% per year and attorney's fees as provided for in the promissory note for a total balance of 26,208.04.

GORDON & WEINBERG, P.C.

BY:

FREDERIC I. WEINBERG, ESQUIRE  
PAUL M. SCHOFIELD, JR., ESQUIRE  
Attorney for Plaintiff

6-12-6

Exhibit A

AUTOFINANCE GROUP, INC  
601 OAKMONT LANE SUITE 350  
WESTMONT IL 60559  
(708) 655-7100

DATE: December 19, 1995  
  
TO: BETTY MCCUSKER  
BLANE CTY ROAD BOX 784  
COALPORT, PA 16627

**STATEMENT OF DEFICIENCY CHARGES**

(After Repossession and Sale)

Account#: 314234  
  
Vehicle: 1992 PONTIAC GRANDAM

**The vehicle listed on your contract or security agreement executed on 03/31/94 has been sold in accordance with the terms thereof.**

Unpaid Balance prior to sale:	\$	11,345.79
(Includes all collection, repossession and sale costs)		
Proceeds from sale:	\$	5,900.00
Deficiency balance after sale:	\$	5,445.79

**THE AMOUNT OBTAINED UPON SALE OF THE VEHICLE WAS INSUFFICIENT TO PAY THE FULL BALANCE DUE. THEREFORE, YOU ARE SUBJECT TO LEGAL AND/ OR COLLECTION ACTION. TO PREVENT SUCH, ACCEPTABLE ARRANGEMENTS FOR REPAYMENT OF THE "DEFICIENCY BALANCE AFTER SALE" CAN BE MADE IMMEDIATELY BY CONTACTING OUR OFFICE AT 800-877-2860 TO DISCUSS AN APPROPRIATE REPAYMENT PLAN.**

AUTOFINANCE GROUP, INC.

INFORMATION REQUIRED ON "DEFICIENCIES"

Account Number: 0000314234

Name of Debtor: BETTY MCCUSKER  
Last Address: BLANE CTY ROAD BOX 784  
COALPORT, PA 16627-  
Phone Number: (814) 672-5941  
Employer:

Dale J. Shomo  
P.O. Box 231  
Coalport, PA  
16627

Original Contract Information	Contract Amount:	12,181.85
	Original Term:	48
	Pmts Remaining:	37
	Payment Amount:	394.60

Repossession Information	Date of Repossession:	08/14/95
	Date of Notice:	08/15/95
	Date of Resale:	09/14/95

Expenses	Repo fee:	650.00
	Repairs, Liens, Etc:	0.00
	Auction Fees:	330.00
	TOTAL EXPENSES:	980.00

Amount Vehicle Sold for:	5,900.00
Current Balance:	<del>4,755.98</del> 4,656.39
Int.Due/Fin. Crg Refund:	<del>222.35</del>
Late Charges Due:	10.00
NSF Charges Due:	0.00
Other Charge Due:	779.40
Misc Recv Due:	0.00
Insurance Due:	0.00
Deficiency Balance of Contract:	<del>5,767.73</del>
AMOUNT NOW DUE TO COLLECT:	<del>5,767.73</del> 5,445.79

\* COPIES OF SUPPORTIVE DOCUMENTATION IS ATTACHED



P 378 475 977

US Postal Service

**Receipt for Certified Mail**

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sent to	
BETTY MCCUSKER	
Street & Number	
BLANE CTY ROAD BOX 784	
Post Office, State, & ZIP Code	
COALPORT, PA 16627	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date	

PS Form 3800, April 1995

=====

Loan Number	: 0000314234	MCCUSKER, BETTY
Log Number	: 1062248	2092 ✓
Dealer	: <del>2108</del> DIRECT CONNECTION	EARNHARDT FORD SALES CO.
Add-On Rate	: 13.87%	
A.P.R.	: 23.06%	
Acquisition Fee	: 400.00	
Odd-Days Disc.	: 0.00	
Add. Yield Disc.	: 0.00	
Odd-Days Disc. Waived	: 0.00	
Add. Yield Disc. Waived	: 0.00	
Over Advance	: 0.00	
Credit Enhance	: 600.00	
Amount Financed	: 12,181.85	✓
Contract Date	: 03/31/94	
First Payment Due	: 05/15/94	
Payment Amount	: 394.60	
Term of Contract	: 48	
Amount Disbursed	: 11,181.85	

=====

New/Used : U  
V.I.N. : 1G2NE14XXNM101649  
Year : 1992  
Make : PONTIAC  
Model : GRAND AM

=====

**AutoFinance Inc.**  
601 Oakmont Lane, Suite 350  
Westmont, IL 60559-5549

Telephone (800) 877-2860

**Customer Name/Address**

BETTY M. MCCUSKER  
BLANE CTY ROAD BOX 784  
COALPORT, PA 16627

**Co-Buyer/Guarantor Name/Address**

DALE J. SHOMO  
P.O. BOX 231  
COALPORT, PA 16627

Date of Repossession 8/14/95	
Date of Notice 8/15/95	Date of Contract 3/31/94
Account Number 314234	
<b>DESCRIPTION OF PROPERTY</b>	
Year 1992	Make PONTIAC
	<input type="checkbox"/> New <input checked="" type="checkbox"/> Used
Vehicle Identification Number 1G2NE14NXNM101649	
Model GRAND AM	Body

**NOTICE OF REPOSSESSION AND RIGHT TO REDEEM**

☒ **WE'VE REPOSSESSED YOUR PROPERTY.**

☐ **YOU HAVE VOLUNTARILY TURNED IN YOUR PROPERTY TO US.**

**HOW TO GET IT BACK**

To get your property back, pay us this amount before it is sold

Unpaid Balance	\$ 10,023.09
Plus Costs:	
REPO FEE	\$ 650.00
NSF FEE	\$ 0.00
OTHER CHARGES	\$ 150.00
Plus Late Charges	\$ 0.00
Less Finance Charge Rebate	\$ 0.00
Less Insurance Premium Rebate	\$ 0.00

**TOTAL \$ 10,823.09**

(Plus expenses incurred and less monies received after the date of this notice.)

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

If you do, we'll have no further claim on it. But the longer you wait, the more costs (including repairs) you may have to pay.

If you have any questions about this, please call us.

**RIGHT TO MONEY LEFT OVER FROM SALE**—When your property is sold, the sale price minus expenses will be deducted from your debt. If any money is left over, it must be paid to you within 45 days after the sale. If you don't get this money, you may have a right to sue for it plus penalties under state law.

**INSURANCE RIGHTS**—If you don't want to get your property back, call the dealer to make sure that any insurance has been cancelled.

**REMAINING DEBT**—The sale price might not cover your debt and expenses. If that happens, you'll owe the difference to us.

**NOTICE OF SALE**

☒ **PRIVATE SALE:** The property described above will be sold at a private sale at any time after 15 days from the Date of Notice shown above unless redeemed by you prior to such sale.

☐ **PUBLIC SALE:** The property described above will be offered for sale at public auction to the highest bidder on the date (or any adjournment thereof) and at the time and place indicated below unless redeemed by you prior to such sale.

Date of Sale	Time of Sale	Place of Sale
	A.M. P.M.	

The proceeds of the sale will be applied first to the payment of the expenses of retaking, holding, preparing for sale and selling said property and reasonable attorney's fees and legal expenses, then to the satisfaction of the balance due under the contract covering the financing of said property, and then to the satisfaction of any indebtedness secured by any subordinate security interest in said property.

Z 286 108 495



**Receipt for  
Certified Mail**

No Insurance Coverage Provided  
Do not use for International Mail  
(See Reverse)

PS Form 3800, March 1993

Sent to <b>DALE J. SHOMO</b>	
P.O. Box <b>BOX 231</b>	
P.O., State and ZIP Code <b>COALPORT, PA 16627</b>	
Postage	\$
Certified Fee	-
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, and Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date	

Z 286 108 496



**Receipt for  
Certified Mail**

No Insurance Coverage Provided  
Do not use for International Mail  
(See Reverse)

PS Form 3800, March 1993

Sent to <b>BETTY M. MCCUSKER</b>	
P.O. Box <b>BEANE CTY ROAD BOX 784</b>	
P.O., State and ZIP Code <b>COALPORT, PA 16627</b>	
Postage	\$
Certified Fee	3
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, and Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date	

## Condition Report and Billing Statement from:

Central PA Auto Auction, Exit 26 of I-80, Box 41, Lock Haven, PA 17745

C/O - AFG-

717-726-4300

FAX 717-726-7841

To: INTERNATIONAL INT. AGENCY		Sale Date	
Date Report Made 8.25.95	Stock # 314234	Sale #	
Titled to: McCusker		Residual Amt.:	Net Residual:
Year 92	Make Pontiac	Model Grand Am	Body Color White
V.I.N. Number 1G2NE14NKNM101649			
Equipment: Eng. <input checked="" type="checkbox"/> Auto <input checked="" type="checkbox"/> Std <input type="checkbox"/> P.S. <input checked="" type="checkbox"/> Radio <input checked="" type="checkbox"/> Air <input checked="" type="checkbox"/> Other: 2AR	Mileage 66138		
Location of Vehicle: PRICES PARKWAY SERVICES			

## EXTERIOR AND INTERIOR CONDITION

Exterior:	Good	Fair	Poor	Interior:	Good	Fair	Poor	Damaged	Yes	No
Grill	/			Radio/Stereo	/			<b>Comments &amp; Recommendations:</b> - FRONT BUMPER BROKEN - SEVERAL DENTS IN HOOD & ROOF - ENTIRE CAR IS SCRATCH & SCUFFED - CIGARETTE BURNS IN SEATS & UPHOLSTERY		
Front Bumper	/	/	X	Door Panels	/					
Rear Bumper	/			Front Cushions		/				
Hood	/	/	D	Rear Cushions		/				
Tail Lights	/			Head Liner		/				
Head Lights	/			Floor Mats	/	/				
Roof		/		Instr. Panel	/					
Paint	/	/		<b>Mechanical</b>	<b>Good</b>	<b>Fair</b>	<b>Poor</b>			
Hubcaps	/			Engine	/					
Pickup Box				Brakes	/					
LF Fender	/	/		Steering	/					
LR Fender	/			Transmission	/					
RF Fender		/		Clutch						
RR Fender	/	/		Differential						
LF Door	/			<b>Glass</b>	<b>Good</b>	<b>Pitted</b>	<b>Cracked</b>	<b>Broken</b>		
LR Door		/		Windshield	/					
RF Door		/		Rearview	/					
RR Door		/		LF	/					
LF Tire		/		LR	/					
LR Tire		/		RF	/					
RF Tire		/		RR	/					
RR Tire		/								

S-Scratch D-Dent MD-Major Damage

The following appraisal is determined by properly classifying the above unit from the current PA Edition of Nat'l Auto Research Black Book (published weekly and listing only vehicles sold at Major Auto Auctions throughout the east).

Extra Clean ☐ Clean ☐ Avg. ☐ Rough ☐

Black Book Price

Less Damage

Less Mileage

Net Black Book

Floor

## Statement of Charges

Transportation From PHILADELPHIA to CPAA	30-
Total Registration and Administrative Fee	
Complete Wash & Vac	
Complete Recon. Buff—Wax—Engine—Int.	
Storage — etc. paid by CPAA (by receipt)	150-
Title Fee	
Condition Report	15-
Other	
Total Due	
Deducted from CPAA Check #	
Bal. Due	

SELLER (TRANSFEROR)  
 AUTO FINANCE GROUP INC  
 601 DAKMONT LANE S  
 WESTMONT IL 60559-5549  
 PHONE: 708-655-7100

TRANSFEROR'S SIGNATURE  
 [Signature]  
 PRINTED NAME OF PERSON SIGNING ABOVE

state that the odometer (of the vehicle described below)  
 now reads 66,138 (no tenths) miles  
 and to the best of my knowledge that it reflects the actual  
 mileage of the vehicle described below, unless one of the  
 following statements is checked.

- ☐ (1) I hereby certify that to the best of my knowledge, the odometer reading reflects the amount of mileage in excess of its mechanical limit.
- ☐ (2) I hereby certify that the odometer reading is NOT the actual mileage.  
 WARNING — ODOMETER DISCREPANCY.

BUYER (TRANSFEREE)  
 RITE 15 SOUTH  
 WINFIELD PA 17889  
 86-17136 LA  
 33-7900 323552

TRANSFEREE'S SIGNATURE  
 [Signature]  
 PRINTED NAME OF PERSON SIGNING ABOVE

APC 182

SALE PRICE	ENTRY NO.	TIME SOLD	SOLD BY	IF	S.O.S.	NO SALE
9,149.95	14	2:10	109m			
WITH DRIVE	AS IS	GREEN	YELLOW	RED	TAIL or OVER 100,000	TITLE ATTACHED
GRAND AM	MODEL AND BODY	2D				
YEAR	MAKE	CYL	EQUIPMENT	ANNOUNCED CONDITIONS		
92	PONT	66	41-PS-AC-RA			
MANUFACTURER'S VIN SERIAL NO.				1G2NE14NXM101649		

**ODOMETER DISCLOSURE STATEMENT**

Federal regulations require you to state the odometer mileage upon transfer of ownership. An inaccurate or untruthful statement may make you liable for damages to your transferee, for attorney fees, and for civil or criminal penalties, pursuant to sections 409, 412, and 413 of the Motor Vehicle Information and Cost Savings Act (15 U.S.C. 92-513, as amended by Pub. L. 94-364).

**CENTRAL PA AUTO AUCTION, INC.**

Exit 26 Interstate 80  
 P.O. Box 41 Lock Haven, PA 17745  
 In PA Toll Free 800-248-8026  
 Outside PA Collect 717-726-4300  
 FAX# 717-726-7841  
 Sale each Thursday at 11:30 A.M.

ARBITRATION MUST BE WITHIN 1 HOUR OF PURCHASE.

OFFICE USE ONLY	SALE PRICE	5900
BUYER PAID C.K. #	BUYER'S FEE	75
AUCTION PAID C.K. #	TOTAL	5975

SELLER'S SIGNATURE

RECEIPT OF COPY ACKNOWLEDGED

Central PA Auto Auction, Inc.  
Lock Haven, PA 17745

46381

PRICE'S  
PRICE'S PARKWAY SERVICES

46381  
92 GRAN AM

08/25/95

\*\*\*\*\*\$150.00

**CENTRAL PA AUTO AUCTION, INC.**

TEL: 800-248-8026 • 717-726-4300  
EXIT 26 INTERSTATE 80  
P.O. BOX 41 LOCK HAVEN, PA 17745

Commonwealth Bank

 Member

60-46/313

46381

NUMBER  
46381

**PAY: ONE HUNDRED FIFTY DOLLARS**

DATE

AMOUNT

08/25/95

\*\*\*\*\*\$150.00

TO THE  
ORDER  
OF  
  
**PRICE'S PARKWAY SERVICES**

Central PA Auto Auction, Inc.  
PLEASING YOU - PLEASES US

PRESIDENT

⑈046381⑈ ⑆031300465⑆ 3487⑈1612⑈

PRICE PARKWAY SERVICE  
3rd Locust Street  
PHILIPSBURG, PENNSYLVANIA 16866  
Day or Night (814) 342-4201

# REPAIR ORDER

NAME <i>Central Pennsylvania</i>		DATE IN <i>7/1</i>	DATE PROMISED	A.M. P.M.
ADDRESS		ORDER WRITTEN BY	MECHANIC/TECHNICIAN	
CITY, STATE, ZIP		YEAR, MAKE AND MODEL <i>1981</i>		
BUS. PHONE	EXT.	SERIAL NO./V.I.N.		
HOME PHONE		LICENSE NO.	MILEAGE	

DESCRIPTION OF WORK	AMOUNT
<input type="checkbox"/> CHANGE OIL <input type="checkbox"/> OIL FILTER <input type="checkbox"/> TUNE-UP <input type="checkbox"/> LUBE	
<i>Change Oil &amp; Filter</i>	<i>15.00</i>

QTY.	PART NO. AND DESCRIPTION	AMOUNT

<p>PAID BY <input type="checkbox"/> CASH    <input type="checkbox"/> CHECK    <input type="checkbox"/> MC    <input type="checkbox"/> VISA</p> <p>I hereby authorize the above repair work to be done along with the necessary materials. You and your employees may operate the vehicle for purposes of testing, inspection, or delivery at my risk. An express mechanics lien is acknowledged on above vehicle to secure the amount of repairs thereto. It is understood that you will not be held responsible for loss or damage to the vehicle or articles left in vehicle in case of fire, theft or any other causes beyond your control.</p> <p>SIGNATURE X _____</p>	TOTAL PARTS	
	TOTAL LABOR	
	SUB-TOTAL	
	TAX	
	TOTAL	<i>150.00</i>

2064

PRODUCT 2543 *ANES* Inc., Groton, Mass. 01471 To Order PHONE TOLL FREE 1-800-225-6330



# Condition Report and Billing Statement from:

**Central PA Auto Auction, Exit 26 of I-80, Box 41, Lock Haven, PA 17745**

C/O - AFG

717-726-4300

FAX 717-726-7841

To: <u>INTERNATIONAL INT. AGENCY</u>		Sale Date <u>9-14-95</u>	
Date Report Made <u>8-25-95</u>	Stock # <u>314234</u>	Sale # <u>14</u>	
Titled to: <u>McCurker</u>		Residual Amt.:	Net Residual:
Year <u>92</u>	Make <u>PONTIAC</u>	Model <u>GRAND AM</u>	Body Color <u>WHITE</u>
V.I.N. Number <u>1G2NE14NXLMM101649</u>			
Equipment: Eng. <input checked="" type="checkbox"/> Auto <input checked="" type="checkbox"/> Std <input type="checkbox"/> P.S. <input checked="" type="checkbox"/> Radio <input checked="" type="checkbox"/> Air <input checked="" type="checkbox"/> Other: <u>2AR</u>	Mileage <u>66138</u>		
Location of Vehicle: <u>PRICES PARKWAY SERVICES</u>			

## EXTERIOR AND INTERIOR CONDITION

Exterior:	Good	Fair	Poor
Grill	/		
Front Bumper	/	M	X
Rear Bumper	/		
Hood	/	/	D
Tail Lights	/		
Head Lights	/		
Roof		D	
Paint	/	/	
Hubcaps	/		
Pickup Box			
LF Fender	/	/	
LR Fender	/	/	
RF Fender	/	/	
RR Fender	/	/	
LF Door	/		
LR Door		/	
RF Door		/	
RR Door		/	
LF Tire		/	
LR Tire		/	
RF Tire		/	
RR Tire		/	

S-Scratch D-Dent MD-Major Damage

Interior:	Good	Fair	Poor
Radio/Stereo	/		
Door Panels	/		
Front Cushions		/	
Rear Cushions		/	
Head Liner		/	
Floor Mats	/	/	
Instr. Panel	/		

Mechanical	Good	Fair	Poor
Engine	/		
Brakes	/		
Steering	/		
Transmission	/		
Clutch			
Differential			

Glass	Good	Pitted	Cracked
Windshield	/		
Rearview	/		
LF	/		
LR	/		
RF	/		
RR	/		

Damaged  
Yes \_\_\_\_\_ No \_\_\_\_\_

Comments & Recommendations:  
 - FRONT BUMPER BROKEN  
 - SEVERAL DENTS IN HOOD & ROOF  
 - ENTIRE CAR IS SCRATCHED & STONE CHIPPED  
 - CIGARETTE BURNS IN SEATS & UPHOLSTERY

The following appraisal is determined by properly classifying the above unit from the current PA Edition of Nat'l Auto Research Black Book (published weekly and listing only vehicles sold at Major Auto Auctions throughout the east).

Extra Clean <input type="checkbox"/> Clean <input type="checkbox"/> Avg. <input checked="" type="checkbox"/> Rough <input type="checkbox"/>	
Black Book Price	<u>6750</u>
Less Damage	
Less Mileage	<u>625</u>
Net Black Book	<u>6125</u>
Floor	

## Statement of Charges

Transportation From <u>PHILIPSBURG</u> to CPAA	<u>30-</u>
Total Registration and Administrative Fee	<u>40-</u>
Complete Wash & Vac	
Complete Recon. Buff—Wax—Engine—Int.	<u>95-</u>
Storage — etc. paid by CPAA (by receipt)	<u>150-</u>
Title Fee	
Condition Report	<u>15-</u>
Other	
Total Due	<u>\$330-</u>
Deducted from CPAA Check #	
Bal. Due	

Number_800	Start_time	Duration	Orig_ani	State	City_name
800-877-2860	09:16:45	3:33	610-269-4510	PA	DOWNINGTN
800-877-2860	09:36:16	1:16	610-678-0657	PA	READING
800-877-2860	10:13:58	1:00	610-269-4511	PA	DOWNINGTN
800-877-2860	10:16:27	1:15	610-269-4511	PA	DOWNINGTN
800-877-2860	10:19:19	3:08	610-269-4510	PA	DOWNINGTN
800-877-2860	10:23:24	0:33	610-269-4510	PA	DOWNINGTN
800-877-2860	10:25:43	0:45	610-269-4511	PA	DOWNINGTN
800-877-2860	10:49:33	0:12	814-687-3848	PA	GLASGOW
800-877-2860	10:50:09	2:30	814-687-3848	PA	GLASGOW
800-877-2860	10:53:24	2:54	814-687-3848	PA	GLASGOW
800-877-2860	12:39:31	1:39	412-681-8459	PA	PITTSBURGH

CHECK  
CONTROL NO. 119600

ISSUED BY: DONNA

INHARDT'S FORD  
P.O. BOX 26878 TEMPE, AZ 85285-6878

PAGE 1

INVOICE STOCK NO.	INVOICE DATE	PURCHASE ORDER NO.	COMMENT/V.I.N.	AMOUNT	DISCOUNT/ ACCOUNT NO.	NET AMOUNT
	012996		CANCEL ESP - REPO; CUSTOMER BETTY M. MCCUSKER; ACCOUNT #314234 (NB)	314234 6/14/95 119600 101649 AUTOFINANCE	10010 23040 51401	64.03  -64.03 38.66 25.37
✓ Ship 1007-9 (W-13.90)				TOTAL	10010	64.03 ✓

DETACH AT PERFORATION BEFORE DEPOSITING CHECK

REMITTANCE ADVICE

11-1995 3:57AM

FROM JACKSON

P. 2

FROM : Price Parkway Ser

PHONE NO. : 814 342 4211

AG1

**PRICE PARKWAY SERVICE**

3rd & Locust Street  
PHILIPSBURG, PENNSYLVANIA 16866  
Day or Night (814) 342-4201

# REPAIR ORDER

[illegible]

**3079**

08-11-1995 03:03PM

P.01

WESTERN  
UNION

8/11/95

1-800-525-6313

DARREN K-

SKIP REPOED  
WAITING FOR. COMP.  
REPORT - ROB.

WESTERN  
UNION

#314234

1-800-525-6313

(16)

W 7,500 695  
36,000  
36

R 6,000

ROB -

8-11-95

WESTERN  
UNION

1-800-525-6313

MILEAGE - 66,080

COMP - Ave. \$200 strike  
Self - strike on

FEES \$ 325.00  
300-Repo 350.00 350.-

City of Westmont  
Fax # 312/287-7376  
312/287-7395

601 Oakmont Lane  
Suite 350  
Westmont, IL 60559  
800/877-2860

7-24/95

Acc# 314234

REPOSSESSION ASSIGNMENT

☒ Involuntary ☐ Voluntary ☐ Skip Locate ☐ Field Call

AUTHORIZATION

WE HEREBY ASSIGN TO (ABOVE AGENT) THE ATTACHED CLAIM AND CERTIFY THAT THE INFORMATION SUPPLIED CONCERNING THE ACCOUNT AND ITS PRESENT STATUS IS ACCURATE AND IN ACCORD WITH OUR RECORDS. YOU ARE TO BE REIMBURSED FOR YOUR CHARGES AND EXPENSES AS PER YOUR RATE SCHEDULE AGREEMENT IN EFFECTING COLLECTION OR ADJUSTMENT OF THIS ACCOUNT AS REQUESTED. WE AGREE TO INDEMNIFY AND SAVE YOU HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES AND ACTIONS RESULTING FROM OR ARISING OUT OF YOUR EFFORTS TO COLLECT THE ABOVE CLAIM, EXCEPT HOWEVER SUCH AS MAY BE CAUSED BY OR ARISE OUT OF THE ACTS OR OMISSIONS OF YOUR COMPANY, ITS OFFICERS, EMPLOYEES OR AGENTS OR THE OFFICERS OR EMPLOYEES OF SUCH AGENTS, FOR WHICH YOU AGREE TO SAVE AND HOLD US HARMLESS.

WE HEREBY AUTHORIZE YOU TO REPOSSESS THE SECURITY LISTED BELOW AND CERTIFY THAT WE ARE THE LEGAL OWNER OF THE BELOW DESCRIBED SECURITY, UNLESS OTHERWISE INSTRUCTED IN THIS ASSIGNMENT.

DEBTOR INFORMATION

Primary: Betty Sue Custer Secondary: Blane  
Res Add: P.O. Box 231 Res Add: Blaine City Road  
Coalport, PA 16627 Box 784  
814/687-4117 (DISC) Coalport, PA  
Res# 59-TH 176-24-2417 Res# \_\_\_\_\_  
POB: \_\_\_\_\_ POB: \_\_\_\_\_  
POB# \_\_\_\_\_ ext. \_\_\_\_\_ POB# \_\_\_\_\_ ext. \_\_\_\_\_  
Position Held \_\_\_\_\_ Position Held \_\_\_\_\_

SECURITY

Yr 92 Make Pontiac Model Catalina VIN 1G2NE14LXNM101649 License# AZ Key#s \_\_\_\_\_ Color \_\_\_\_\_

DELINQUENCY

# Days P/D	Next Due	Balance	Payments	Other	Ins	Total Due
<u>100</u>	<u>-</u>	<u>\$13,849.00</u>	<u>\$394.60</u>			<u>\$13,454.40</u>

OTHER INFORMATION

4 USFS - DEP'D ON SIGHT - RUSH

- \*Upon Repo, deliver vehicle to Parway Service, Wood Auto Auction.  
- \*Upon Repo, immediately call with mileage, fees & condition. Fee quoted is final.

Signed: Robert S. Bayliss

Phone 1-800-877-2860

Ext. XXXXXX

Exhibit B

STOCK NO. P23813

13540  
DEAL 60505MOTOR VEHICLE SALES CONTRACT AND  
PURCHASE MONEY SECURITY AGREEMENT

Buyer(s)/Debtor(s):

BETTY M MCCUSKER

Address:

DALE J SHOMO

2009 E CLARENDON

PHOENIX

AZ

85016

Seller/Creditor:

EARNHARDT FORD SALES CO.

Address:

777 E BASELINE

TEMPE, AZ

85283

This is an agreement for the installment purchase by you of the motor vehicle described below. As used in this Contract, the words "you" and "your" mean the buyer or buyers who sign below. The words "we", "us" and "our" refer to the seller whose name and address appear above and to anyone which purchases, and receives an assignment of this Contract (referred to as the "Assignee"). If the Assignee notifies you that it has purchased this Contract, you agree to make all of your payments to that Assignee. By signing below, you also agree to all of the terms on both sides of this Contract.

This motor vehicle which you are purchasing is a:

NEW OR USED	YEAR MODEL	MAKE TRADE NAME	NO. CYL.	BODY TYPE	MODEL # OR SERIES	VEHICLE ID. #
USED	92	PONT		SDN	GRAND	1G2NE14X0NM101649

EQUIPMENT:

- ☐ AM/FM Stereo    ☐ 4 Sp. Trans.    ☐ T-Top/Sun    ☐ Pwr. Strg.    ☐ Air Cond.    ☐ Pwr. Wind.    ☐ Pwr. Doors  
☐ Tape    ☐ 5 Sp. Trans.    ☐ Vinyl Roof    ☐ Auto. Trans.    ☐ Cruise    ☐ Pwr. Seats    ☐ Cust. Whls.

Misc. Equipment:

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate. 23.06 %		Your payment schedule will be: <table border="1"> <tr> <th>Number of Payments</th><th>Amount of Payments</th><th>When Payments Are Due: Monthly, Beginning</th></tr> <tr> <td>48</td><td>394.60</td><td>MONTHLY, BEGINNING 15 MAY 1994</td></tr> </table>		Number of Payments	Amount of Payments	When Payments Are Due: Monthly, Beginning	48	394.60	MONTHLY, BEGINNING 15 MAY 1994												
Number of Payments	Amount of Payments	When Payments Are Due: Monthly, Beginning																			
48	394.60	MONTHLY, BEGINNING 15 MAY 1994																			
<b>FINANCE CHARGE</b> The dollar amount the credit will cost you. \$ 6758.95		Insurance: Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.																			
<b>Amount Financed</b> The amount of credit provided to you or on your behalf. \$ 12181.85		<table border="1"> <tr> <th>Type</th><th>Premium</th><th>Signature</th></tr> <tr> <td>Credit Life Insurance</td><td>NONE</td><td>I want credit life insurance only INSURED SIGNATURE</td></tr> <tr> <td>Disability Insurance</td><td>NONE</td><td>I want disability insurance only INSURED SIGNATURE</td></tr> <tr> <td>Credit Life and Disability Insurance</td><td>NONE</td><td>I want credit life and disability insurance INSURED SIGNATURE</td></tr> <tr> <td>Joint Credit Life Insurance</td><td>NONE</td><td>We want joint credit life insurance INSURED SIGNATURE</td></tr> <tr> <td>Joint Credit Life and Single Disability Insurance</td><td>NONE</td><td>We want joint credit life and single disability insurance INSURED SIGNATURE</td></tr> </table>		Type	Premium	Signature	Credit Life Insurance	NONE	I want credit life insurance only INSURED SIGNATURE	Disability Insurance	NONE	I want disability insurance only INSURED SIGNATURE	Credit Life and Disability Insurance	NONE	I want credit life and disability insurance INSURED SIGNATURE	Joint Credit Life Insurance	NONE	We want joint credit life insurance INSURED SIGNATURE	Joint Credit Life and Single Disability Insurance	NONE	We want joint credit life and single disability insurance INSURED SIGNATURE
Type	Premium	Signature																			
Credit Life Insurance	NONE	I want credit life insurance only INSURED SIGNATURE																			
Disability Insurance	NONE	I want disability insurance only INSURED SIGNATURE																			
Credit Life and Disability Insurance	NONE	I want credit life and disability insurance INSURED SIGNATURE																			
Joint Credit Life Insurance	NONE	We want joint credit life insurance INSURED SIGNATURE																			
Joint Credit Life and Single Disability Insurance	NONE	We want joint credit life and single disability insurance INSURED SIGNATURE																			
<b>Total of Payments</b> The amount you will have paid after you have made all payments as scheduled. \$ 18940.80		Security: You are giving a security interest in the motor vehicle being purchased. Late Charge: If a payment is more than 10 days late, you will be charged \$10 or 5% of the payment, whichever is less. Prepayment: If you pay off early, you will not have to pay a penalty. See the other portions of this Contract for additional information about non-payment default, and any required repayment in full before the scheduled date.																			
<b>Total Sale Price</b> The total cost of your purchase on credit including your down payment of \$ 4500.00 \$ 23440.80																					

e means an estimate

## ITEMIZATION OF AMOUNT FINANCED

- Cash Price (incl. accessories) \$ 14800.00 + Sales Tax \$ 702.00 = Total Cash Sale Price \$ 15502.00 (1)
- Other charges imposed by Seller includes: FORD ESP BASE
  - Vehicle Service Contract (Term) 36 MOS OR 36000 MILES DED \$ 100.00 \$ 695.00
  - Dealer Documentary Fee \$ 158.95
  - Other (describe) \$ N/A
 Total \$ 853.95 (2)
- Total Down Payment includes:
  - Trade-in 1977 FORD THUN \$ 4000.00 \$ NONE \$ 4000.00  
 YR. MAKE AND MODEL GROSS ALLOWANCE PAYOFF NET EQUITY  
 77 FORD LTD \$ 500.00
  - Cash Down Payment \$ 4500.00
 Total Down Payment \$ 4500.00 (3)
- Unpaid balance of cash sale price/AMOUNT CREDITED TO YOUR ACCOUNT WITH SELLER (sum of item 1 & 2 less item 3) \$ 11855.95 (4)
- AMOUNTS PAID TO OTHERS ON YOUR BEHALF INCLUDES:
  - Payments to Public Officials for Official Fees:
    - Registration Fees \$ 10.00
    - Title Fees \$ 4.00
    - Lieu Tax \$ 310.00
    - Lien Filing Fees \$ NONE
    - Postage Fees \$ 1.90
    - Weight Fees \$ NONE
    - Other (describe) \$ NONE
 Total \$ 325.90 (5a)
  - Payments to Insurance Companies for Insurance Premiums:
    - Credit Insurance Premiums \$ NONE
    - Property Insurance Premiums \$ NONE
 Total \$ NONE (5b)
  - Payments to NONE for NONE \$ NONE (5c)
  - Payments to NONE for NONE \$ NONE (5d)
 Total Amount Paid to Others \$ 325.90 (5)
- Amount Financed - Amount of Credit you will get (Items 4 plus Item 5) \$ 12181.85 (6)

**Promise To Pay:** By signing below, you promise to pay us the Amount Financed, together with interest calculated thereon at the Annual Percentage Rate. You agree to make your payments to us as set forth in the Payment Schedule shown above. Please Note, however, that your final payment may change, depending upon your payment habits. We will apply each payment first to accrued interest and then to reduce your principal balance. This means your finance charge will be less when you pay early and more if you pay late. Any necessary adjustments in your total finance charge will be reflected in your final payment, for which we will send you a bill approximately 10 days before it is due. If a payment is more than 10 days late, you promise to pay us a late charge of \$10 or 5% of the payment, whichever is less.

**Security Interest:** To protect us if you do not pay as promised, or if you break some other promise in this Contract, you give us a purchase money security interest in the motor vehicle described above and in any proceeds of the motor vehicle. This security interest covers all equipment, accessories, and parts that you add to the motor vehicle within 10 days of the date of this Contract. You also give us a security interest in the proceeds of any physical damage insurance policy on the vehicle and in any insurance premiums we finance which are refunded. This security interest does not cover any other debts you owe us, and this debt is not covered by any other security interests held by us. NOTICE: BY GIVING US A SECURITY INTEREST IN THE MOTOR VEHICLE DESCRIBED ABOVE, YOU WAIVE ALL RIGHTS PROVIDED BY LAW TO CLAIM SUCH GOODS EXEMPT FROM LEGAL PROCESS.

**Property Insurance:** You promise to keep the motor vehicle described above insured for its full value against loss or damage and loss payable endorsement in our favor during the time any amount is unpaid under this Contract. YOU MAY OBTAIN YOUR REQUIRED INSURANCE FROM ANY COMPANY ACCEPTABLE TO US. If you purchase your insurance through Seller, the costs and items of coverage are as follows:

Collision (actual cash value of loss less \$ NONE deductible) and Comprehensive

TERM

PREMIUM



## ADDITIONAL TERMS, AGREEMENTS AND CONDITIONS

**1. It is agreed that:**

- (a) If the motor vehicle (the "Property") described on the reverse side is used primarily for personal, family or household purposes, the following provision shall apply:

**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.**

- (b) If the Property described on the reverse side is used primarily for commercial, industrial or agricultural production purposes, Buyer will not assert any claim or defense against Assignee except of a type which may be asserted against a holder in due course of a negotiable instrument.

**2. BUYERS GUIDE FOR USED VEHICLES:** 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.

**3. Buyer acknowledges express intent to hereby waive and abandon all personal property exemptions granted by law upon the Property which is the subject of this Contract. NOTICE: By signing this Contract, Buyer waives all rights provided by law to claim such property exempt from process:**

**4. DEBTOR'S REPRESENTATIONS, WARRANTIES AND AGREEMENTS:** Debtor represents, warrants and agrees: Any true and correct carbon, photographic or other reproductive copy of this Purchase Money Security Agreement may be filed or recorded as a Financing Statement. The Property will be principally stored at Debtor's address on the face hereof.

Debtor will permit the Holder of this Contract to examine the Property at any time; will maintain the Property in good condition and repair; will not permit the Property to be permanently removed from the State of Arizona without the prior written consent of the Holder; will not permit the Property to be removed from Debtor's possession; will not permit the Property to be attached or other process to be levied thereon; will not create nor permit to be created any lien or encumbrance or adverse claim of any character whatsoever, whether for storage, repairs, or otherwise, justified or unjustified; will not attempt to sell, transfer or assign Debtor's right, title or interest in the Property or this Contract in contravention of security interests granted herewith; and will pay all taxes and assessments of every character levied or assessed against the Property, this Contract, and the indebtedness represented hereby.

Time is of the essence of this Contract. The acceptance by Holder of partial payments shall not, in any manner modify the terms of this Contract and such acceptance shall not be construed as a waiver of any subsequent defaults on Debtor's part nor shall it waive the "time is of the essence" provision. Any payment amount received by Holder in addition to or in excess of a regular scheduled payment may be applied first to accrued late charges and collection charges (if any) and then to interest due and the balance to principal balance outstanding. This Contract is not assignable by Debtor except with the prior written consent of Holder. Debtor agrees that it will not use or permit the Property to be used for any unlawful purpose, nor to be used for hire, nor will Debtor allow any person to operate or use the Property who is not allowed under the terms of the insurance policies herein required to so operate or use the Property.

Any written notice required to be given Debtor if mailed by ordinary mail, postage prepaid, to Debtor's mailing address given herein or to Debtor's most recent address as shown by a "Notice of Change of Address" on file with Holder, shall be deemed reasonable notification.

**5. INSURANCE:**

Debtor agrees: to keep the Property insured at its own expense against loss by fire, theft, transportation, collision and such other risks as Holder shall designate: such insurance shall be for an amount not less than the balance due under this Contract and shall be in force so long as any part thereof remains unpaid; such insurance is to be placed in insurance companies acceptable to Holder and loss thereon is to be paid to Holder and Debtor as their interest may appear. Debtor hereby requests and authorizes Holder, at Holders option and without obligation to do so, to place and pay for insurance on the Collateral upon the failure by Debtor, after having been requested to do so, to provide insurance satisfactory to Holder and to pay the premium either for such insurance or similar insurance protecting Holder only, adding same to the principal balance then owing or by an advance which constitutes additional indebtedness and is secured hereunder and is added to the remaining installments or is payable in additional installments due on this Contract. The policies therefor shall be held by Holder until this Contract is fully performed. Debtor agrees to reimburse Holder on demand for any payment made or any expenses incurred by Holder pursuant to the foregoing authorization, together with interest thereon from disbursement until paid at an interest rate not to exceed 24% or the maximum allowed by law, whichever is lower.

If Holder retakes possession of the Property, the insurance policies thereon shall become the sole property of Holder and Debtor shall have no further interest therein. Debtor hereby assigns to Holder the proceeds of all such insurance to the extent of the unpaid balances hereunder and directs any insurer to make payments directly to Holder. In the event of any default hereunder, Holder is authorized to cancel any insurance and credit any premium refund against said unpaid balances.

Debtor authorizes Holder, at its option and without obligation to do so, to discharge taxes, liens, security interests or other encumbrances at any time levied or placed on the Property. Debtor hereby agrees to reimburse Holder on demand for any expense incurred by Holder pursuant to this authorization, plus interest on all sums so expended until paid at an interest rate not to exceed 24% or the maximum allowed by law, whichever is lower.

**6. DEFAULT CHARGES:**

If any payment due under this Contract has not been paid in full within 10 days of its due date, Buyer will pay an additional charge in the amount of 5% of the delinquent payment, or \$10.00, whichever is less (which is not in lieu of finance charges accrued or accruing). If Buyer's delinquency requires collection efforts, reasonable collection charges and costs incurred will be paid by Buyer, which charges may include specific charges for collection calls and collection letters; and may include attorneys' fees. Charges will be assessed in accordance with Holder's current cost schedule.

**7. ACCELERATION:**

If any scheduled payment is not paid when due, all unpaid amounts may be declared immediately due and payable in full, and Buyer's privilege to pay all sums due in installments will thus be terminated.

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**8. PREPAYMENT:**

Buyer may prepay the unpaid principal balance in full or in part at any time without penalty, provided all interest charges and other charges accrued to date of prepayment are paid. Finance charges accrue on a daily basis until payment in full is made and, therefore, no interest refund will be due upon any prepayment. It is agreed that a day shall be counted as either 1/360th, 1/365th, or 1/366th of a year in accordance with the method of computation used by the Assignee for retail installment transactions such as yours on the date of assignment of this Contract.

**9. EVENTS OF DEFAULT:**

- (a) Any one of the following shall constitute an event of default:

- (1) Failure of Debtor to pay when due any indebtedness secured hereby;
- (2) If any warranty, representation or statement made herein or furnished to Holder by or on behalf of Debtor in connection with this Contract proves to have been false in any material respect when made or furnished;
- (3) The commencement of any bankruptcy, arrangement, reorganization, insolvency, receivership or similar proceedings by or against Debtor or any guarantor or surety for Debtor;
- (4) If the Property is sold or disposed of or security interest is created with respect thereto;
- (5) The occurrence of any adverse change in the financial condition of Debtor deemed material by Holder, or if, in the judgment of Holder, the Property becomes unsatisfactory in character or value; or if Holder shall deem itself insecure;
- (6) If Debtor defaults in performing any of its obligations, promises, covenants or agreements contained herein or in any agreement, paper or document given by Debtor to Holder;
- (7) If Debtor uses the collateral in violation of any law or governmental regulations;
- (8) If Debtor fails to keep and maintain exclusive possession of, and title to, the Property;
- (9) If Debtor fails to pay promptly when due all taxes, liens, fees, charges and assessments upon the Property or fails to keep the Property in good condition and repair or fails to keep the Property properly insured at all times with an insurance company or companies acceptable to Holder and with Loss Payable to Holder as its interests may appear, against fire (with extended coverage), theft, physical damage and such other risks and in such amounts for all risks, as Holder shall require.

- (b) Any one of the following shall constitute an event of default if, in Holder's option, such occurrence itself, or such occurrence together with surrounding circumstances, materially increases Holder's risks with regard to repayment of the indebtedness due it:

- (1) Death or incompetence of Debtor;
- (2) If the Property is levied upon or seized upon under any levy, attachment, garnishment, writ or other legal process, or if any lien is attached thereto;
- (3) If the Property is lost, stolen or suffers substantial damage or destruction.

**10. RIGHTS AND REMEDIES.**

Upon the happening of any of the foregoing Events of Default and at any time thereafter, Holder may, at its option, and without notice to Debtor, declare all of the indebtedness of Debtor to Holder to be immediately due and payable, and Holder shall have the rights, options, duties and remedies of a Secured Party, and Debtor shall have the rights and duties of a Debtor, under the Uniform Commercial Code as adopted in the State of Arizona; and, without limitation thereto, Holder shall have the following specific rights:

- (a) To take immediate possession of the Property without notice or resort to legal process and for such purpose to enter upon any premises on which the Property or any part thereof may be situated and remove the same therefrom or, at its option, to render the Property unusable;
- (b) To make or have made any repairs deemed necessary or desirable, the cost of which is to be charged to Debtor;
- (c) To apply the proceeds realized from the disposition of the Property according to law and to payment of reasonable attorneys' fees and legal expenses incurred by Holder, whether or not suit be filed;
- (d) If the proceeds realized from the disposition of the Property shall fail to satisfy all of the obligations of Debtor to Holder hereunder, Debtor shall pay any deficiency balance to Holder upon Holder's demand.

Holder may retake possession of any other goods situated upon or contained within the Property at the time of repossession of the Property, wherever such other goods may be, and hold the same for Debtor at Debtor's risk without liability on the part of Holder, and Debtor shall be liable for any charges for storing such goods incurred by Holder. Any repossession of the Property shall not affect Holder's right, hereby confirmed by Debtor, to retain all payments made prior thereto by the Debtor hereunder. In the event of repossession of the Property, Holder shall have all rights and remedies provided and permitted by law.

**11. SETOFF:**

Any indebtedness owing from Holder to Debtor and any property and assets of Debtor in possession of Holder may be setoff and applied by Holder on any and all indebtedness or liability owing from Debtor to Holder under this Contract, at any time and from time to time, either before or after maturity, and without demand upon or notice to anyone.

**12. GENERAL:**

If Holder refers this Contract to an attorney to enforce Holder's remedies hereunder, Debtor will pay all expenses and legal fees incurred, whether or not suit is filed, together with interest thereon until paid at the contract rate. This Contract shall be governed by the laws of the State of Arizona. All terms used herein which are defined in the Uniform Commercial Code of Arizona shall have the same meaning herein as in the Code. Any provisions found to be invalid shall not invalidate the remainder hereof. Waiver of any default shall not constitute waiver of any subsequent default. If this Contract is signed by more than one Debtor, the singular word "Debtor" shall include the plural, and the obligations of all such Debtors shall be joint and several. "Seller" means the selling dealer and initial "Holder". After assignment, "Holder" means the financing institution to which Seller sells and assigns this debt and security instrument (sometimes called "Assignee" herein). All words used herein shall be construed to be of such gender and number as the circumstances require and all references herein to Debtor shall include all other persons primarily or secondarily liable hereunder. This Contract shall be binding upon the heirs, personal representatives, successors and assigns of Debtor and inure to the benefit to Holder, its successors and assigns. This Contract constitutes the entire agreement between the parties and may not be altered or amended except by a writing signed by the Debtor and Holder.

at any time; will maintain the property in good condition and repair; will not permit the Property to be permanently removed from the State of Arizona without the prior written consent of the Holder; will not permit the Property to be removed from Debtor's possession; will not permit the Property to be attached or other process to be levied thereon; will not create nor permit to be created any lien or encumbrance or adverse claim of any character whatsoever, whether for storage, repairs, or otherwise, justified or unjustified; will not attempt to sell, transfer or assign Debtor's right, title or interest in the Property or this Contract in contravention of security interests granted herewith; and will pay all taxes and assessments of every character levied or assessed against the Property, this Contract and the indebtedness represented hereby.

Time is of the essence of this Contract. The acceptance by Holder of partial payments shall not in any manner modify the terms of this Contract and such acceptance shall not be construed as a waiver of any subsequent defaults on Debtor's part; nor shall it waive the "time is of the essence" provision. Any payment amount received by Holder in addition to or in excess of a regular scheduled payment may be applied first to accrued late charges and collection charges (if any) and then to interest due and the balance to principal balance outstanding. This Contract is not assignable by Debtor except with the prior written consent of Holder. Debtor agrees that it will not use or permit the Property to be used for any unlawful purpose, nor to be used for hire, nor will Debtor allow any person to operate or use the Property who is not allowed under the terms of the insurance policies herein required to so operate or use the Property.

Any written notice required to be given Debtor if mailed by ordinary mail, postage prepaid, to Debtor's mailing address given herein or to Debtor's most recent address as shown by a "Notice of Change of Address" on file with Holder, shall be deemed reasonable notification.

#### 5. INSURANCE:

Debtor agrees to keep the Property insured at its own expense against loss by fire, theft, transportation, collision and such other risks as Holder shall designate; such insurance shall be for an amount not less than the balance due under this Contract; and shall be in force so long as any part thereof remains unpaid; such insurance is to be placed in insurance companies acceptable to Holder and loss thereon is to be paid to Holder and Debtor as their interest may appear. Debtor hereby requests and authorizes Holder, at Holder's option and without obligation to do so, to place and pay for insurance on the Collateral upon the failure by Debtor, after having been requested to do so, to provide insurance satisfactory to Holder and to pay the premium either for such insurance or similar insurance protecting Holder only, adding same to the principal balance then owing or by an advance which constitutes additional indebtedness and is secured, hereunder and is added to the remaining installments or is payable in additional installments due on this Contract. The policies therefor shall be held by Holder until this Contract is fully performed. Debtor agrees to reimburse Holder on demand for any payment made or any expenses incurred by Holder pursuant to the foregoing authorization, together with interest thereon from disbursement until paid at an interest rate not to exceed 24% or the maximum allowed by law, whichever is lower.

If Holder retakes possession of the Property, the insurance policies thereon shall become the sole property of Holder and Debtor shall have no further interest therein. Debtor hereby assigns to Holder the proceeds of all such insurance to the extent of the unpaid balances hereunder and directs any insurer to make payments directly to Holder. In the event of any default hereunder, Holder is authorized to cancel any insurance and credit any premium refund against said unpaid balances.

Debtor authorizes Holder, at its option and without obligation to do so, to discharge taxes, liens, security interests or other encumbrances at any time levied or placed on the Property. Debtor hereby agrees to reimburse Holder on demand for any expense incurred by Holder pursuant to this authorization, plus interest on all sums so expended until paid at an interest rate not to exceed 24% or the maximum allowed by law, whichever is lower.

#### 6. DEFAULT CHARGES:

If any payment due under this Contract has not been paid in full within 10 days of its due date, Buyer will pay an additional charge in the amount of 5% of the delinquent payment, or \$10.00, whichever is less (which is not in lieu of finance charges accrued or accruing). If Buyer's delinquency requires collection efforts, reasonable collection charges and costs incurred will be paid by Buyer, which charges may include specific charges for collection calls and collection letters; and may include attorneys' fees. Charges will be assessed in accordance with Holder's current cost schedule.

#### 7. ACCELERATION:

If any scheduled payment is not paid when due, all unpaid amounts may be declared immediately due and payable in full, and Buyer's privilege to pay all sums due in installments will thus be terminated.

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### SELLER'S ASSIGNMENT AND WARRANTY

For value received, Seller hereby sells, assigns and transfers to Holder (Assignee), all right, title and interest in and to the within Contract, the Property and goods therein described and all monies due and to become due thereunder. Seller warrants that the signature of Debtor herein is genuine; that the title to the aforesaid Property rests in Seller; that the cash down-payment shown has actually been received by Seller and no part thereof was loaned to Buyer by or through Seller; that the Property is free from any liens and/or encumbrances except the lien and/or encumbrance created by this Contract; that the Property has been delivered into the possession of Debtor named therein; that Debtor was of legal age and competent to execute this Contract at date hereof; and that the Property was not salvage; and that, if this transaction is subject to regulation by any state or federal law or trade rule/regulation, including, but not limited to, the Federal Consumer Credit Protection Act, Truth in Lending Simplification and Reform Act, Magnuson-Moss Warranty — Federal Trade Commission Improvement Act, Equal Credit Opportunity Act or State Home Solicitation and Referral Sales Act, the transaction was consummated in strict compliance with such law(s) and any regulations promulgated pursuant thereto and that, before offering to sell this Contract to Assignee, the requisite period, wherein Buyer had the right to rescind such transaction had expired and such Buyer had not rescinded the transaction; that this Contract and debt evidenced thereby is not, and will not be, subject to any claims, disputes, complaints, offsets, counterclaims or defenses of any kind during the time the said debt remains unpaid; and that this Contract, or a financing statement covering the collateral described in this Contract, has been duly filed of record with the proper governmental office or agency to the extent and in the manner necessary to perfect an uninterrupted paramount purchase money security interest in Seller or its Assignee.

coverage), theft, physical damage and such other risks and in such amounts for all risks, as Holder shall require.

- (b) Any one of the following shall constitute an event of default if, in Holder's option, such occurrence itself, or such occurrence together with surrounding circumstances, materially increases Holder's risks with regard to repayment of the indebtedness due it:

- (1) Death or incompetence of Debtor;
- (2) If the Property is levied upon or seized upon under any levy, attachment, garnishment, writ or other legal process, or if any lien is attached thereto;
- (3) If the Property is lost, stolen or suffers substantial damage or destruction.

#### 10. RIGHTS AND REMEDIES.

Upon the happening of any of the foregoing Events of Default and at any time thereafter, Holder may, at its option, and without notice to Debtor, declare all of the indebtedness of Debtor to Holder to be immediately due and payable, and Holder shall have the rights, options, duties and remedies of a Secured Party, and Debtor shall have the rights and duties of a Debtor, under the Uniform Commercial Code as adopted in the State of Arizona; and, without limitation thereto, Holder shall have the following specific rights:

- (a) To take immediate possession of the Property without notice or resort to legal process and for such purpose to enter upon any premises on which the Property or any part thereof may be situated and remove the same therefrom or, at its option, to render the Property unusable;
- (b) To make or have made any repairs deemed necessary or desirable, the cost of which is to be charged to Debtor;
- (c) To apply the proceeds realized from the disposition of the Property according to law and to payment of reasonable attorneys' fees and legal expenses incurred by Holder, whether or not suit be filed;
- (d) If the proceeds realized from the disposition of the Property shall fail to satisfy all of the obligations of Debtor to Holder hereunder, Debtor shall pay any deficiency balance to Holder upon Holder's demand.

Holder may retake possession of any other goods situated upon or contained within the Property at the time of repossession of the Property, wherever such other goods may be, and hold the same for Debtor at Debtor's risk, without liability on the part of Holder, and Debtor shall be liable for any charges for storing such goods incurred by Holder. Any repossession of the Property shall not affect Holder's right, hereby confirmed by Debtor, to retain all payments made prior thereto by the Debtor hereunder. In the event of repossession of the Property, Holder shall have all rights and remedies provided and permitted by law.

#### 11. SETOFF:

Any indebtedness owing from Holder to Debtor and any property and assets of Debtor in possession of Holder may be setoff and applied by Holder on any and all indebtedness or liability owing from Debtor to Holder under this Contract, at any time and from time to time, either before or after maturity, and without demand upon or notice to anyone.

#### 12. GENERAL:

If Holder refers this Contract to an attorney to enforce Holder's remedies hereunder, Debtor will pay all expenses and legal fees incurred, whether or not suit is filed, together with interest thereon until paid at the contract rate. This Contract shall be governed by the laws of the State of Arizona. All terms used herein which are defined in the Uniform Commercial Code of Arizona shall have the same meaning herein as in the Code. Any provisions found to be invalid shall not invalidate the remainder hereof. Waiver of any default shall not constitute waiver of any subsequent default. If this Contract is signed by more than one Debtor, the singular word "Debtor" shall include the plural, and the obligations of all such Debtors shall be joint and several. "Seller" means the selling dealer and initial "Holder". After assignment, "Holder" means the financing institution to which Seller sells and assigns this debt and security instrument (sometimes called "Assignee" herein). All words used herein shall be construed to be of such gender and number as the circumstances require and all references herein to Debtor shall include all other persons primarily or secondarily liable hereunder. This Contract shall be binding upon the heirs, personal representatives, successors and assigns of Debtor and inure to the benefit to Holder, its successors and assigns. This Contract constitutes the entire agreement between the parties and may not be altered or amended except by a writing signed by the Debtor and Holder.

Seller unconditionally guarantees to Assignee the full and immediate payment and performance of this Contract with respect to which any one or more of the foregoing warranties or representations is breached or false and hereby agrees to repurchase this Contract upon the occurrence of any such breach of warranty or false representation immediately, upon demand by Assignee, for a cash amount equal to the net unpaid balance of this Contract by direct cash payment from Seller to Assignee and not by recourse to or adjustment in any dealer reserve or other such accounts. Seller further hereby agrees to indemnify and hold Assignee harmless from all loss, claims, damages, costs, expenses and attorneys' fees incurred or sustained by Assignee resulting from or arising out of such obligations under this Contract determined to be due to any claim or defense Buyer may now or in the future have against Seller relating to the transaction herein described. If the Assignee's and/or Seller's rights and duties hereunder be placed in the hands of an attorney for interpretation or enforcement, the prevailing party shall be entitled to receive and collect from the losing party all court costs and expenses incurred plus reasonable attorneys' fees.

Seller waives all demand and notices of default and consents that, without notice to the Seller, Assignee may extend time of payments or compound or release, by operation of law or otherwise, any rights against Buyer or any other obligor. Assignee shall not be bound to take any steps necessary to preserve any rights in this Contract or any accompanying agreements or documents against prior parties, which Seller hereby agrees to do.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that any method of assignment herein provided shall not be deemed to relieve Seller of and from any liability for the breach of any warranties, representations or agreements contained herein or in this Contract.

### GUARANTY

Undersigned, jointly and severally, guarantee payment of all amounts owing under this Contract and the payment upon demand of the entire amount owing on this Contract in the event of default in payment by Buyer named therein. Undersigned waives notice of performance, demands for performance, notice of non-performance, protests, notice of protests, notice of dishonor, notice of acceptance of this Guaranty, of any extensions in time of payment, of sale of any of the collateral and of all other notices to which the undersigned would be otherwise entitled by law and agrees to pay all amounts owing thereunder upon demand, without requiring any action or proceeding against Buyer, and specifically waives any right to require action against Buyer as provided in Title 12, Chapter 9, Article 9, A.R.S. (1956). Undersigned agree to deliver to Seller or, after assignment, to Assignee timely financial statements and any other information relating to the Undersigned's financial condition as may be reasonably requested.

Dated at \_\_\_\_\_

\_\_\_\_\_  
Guarantor.

Date \_\_\_\_\_

\_\_\_\_\_  
Guarantor.

your down payment	\$ 12181.85	Disability Insurance	NONE	I want disability insurance only	INSURED SIGNATURE
Total of Payments	The amount you will have paid after you have made all payments as scheduled. \$ 18940.80	Credit Life and Disability	NONE	I want credit life and disability insurance	INSURED SIGNATURE
Total Sale Price	The total cost of your purchase on credit including your down payment of \$ 4500.00 \$ 23440.80	Joint Credit Life Insurance	NONE	We want joint credit life insurance	INSURED SIGNATURE
		Joint Credit Life and Single Disability Insurance	NONE	We want joint credit life and single disability insurance	INSURED SIGNATURE

**Security:** You are giving a security interest in the motor vehicle being purchased.  
**Late Charge:** If a payment is more than 10 days late, you will be charged \$10 or 5% of the payment, whichever is less.  
**Prepayment:** If you pay off early, you will not have to pay a penalty.  
 See the other portions of this Contract for additional information about non-payment default, and any required repayment in full before the scheduled date.

e means an estimate

**ITEMIZATION OF AMOUNT FINANCED**

- Cash Price (incl. accessories) \$ 14800.00 + Sales Tax \$ 702.00 = Total Cash Sale Price \$ 15502.00 (1)
- Other charges imposed by Seller includes: **FORD ESP BASE**
  - Vehicle Service Contract (Term) 36 MOS OR 36000 MILES DED \$ 100.00 \$ 695.00
  - Dealer Documentary Fee \$ 158.95
  - Other (describe) \$ N/A
 Total \$ 853.95 (2)
- Total Down Payment includes:
  - Trade-in 1977 FORD THUN \$ 4000.00 - \$ NONE = \$ 4000.00  
 YR, MAKE AND MODEL 77 FORD LTD GROSS ALLOWANCE PAYOFF NET EQUITY  
 b-Cash Down Payment \$ 500.00
  - Total Down Payment \$ 4500.00 (3)
- Unpaid balance of cash sale price/AMOUNT CREDITED TO YOUR ACCOUNT WITH SELLER (sum of item 1 & 2 less item 3) \$ 11855.95 (4)
- AMOUNTS PAID TO OTHERS ON YOUR BEHALF INCLUDES:
  - Payments to Public Officials for Official Fees:
    - Registration Fees \$ 10.00 + (2) Title Fees \$ 4.00 + (3) Lieu Tax \$ 310.00 +
    - Lien Filing Fees \$ NONE + (5) Postage Fees \$ 1.90 + (6) Weight Fees \$ NONE
    - Other (describe) \$ NONE
 Total \$ 325.90 (5a)
  - Payments to Insurance Companies for Insurance Premiums:
    - Credit Insurance Premiums \$ NONE + (2) Property Insurance Premiums \$ NONE
    - Total \$ NONE (5b)
  - Payments to NONE for NONE \$ NONE (5c)
  - Payments to NONE for NONE \$ NONE (5d)
  - Total Amount Paid to Others \$ 325.90 (5)
- Amount Financed - Amount of Credit you will get (Items 4 plus Item 5) \$ 12181.85 (6)

**Promise To Pay:** By signing below, you promise to pay us the Amount Financed, together with interest calculated thereon at the Annual Percentage Rate. You agree to make your payments to us as set forth in the Payment Schedule shown above. Please Note, however, that your final payment may change, depending upon your payment habits. We will apply each payment first to accrued interest and then to reduce your principal balance. This means your finance charge will be less when you pay early and more if you pay late. Any necessary adjustments in your total finance charge will be reflected in your final payment, for which we will send you a bill approximately 10 days before it is due. If a payment is more than 10 days late, you promise to pay us a late charge of \$10 or 5% of the payment, whichever is less.

**Security Interest:** To protect us if you do not pay as promised, or if you break some other promise in this Contract, you give us a purchase money security interest in the motor vehicle described above and in any proceeds of the motor vehicle. This security interest covers all equipment, accessories, and parts that you add to the motor vehicle within 10 days of the date of this Contract. You also give us a security interest in the proceeds of any physical damage insurance policy on the vehicle and in any insurance premiums we finance which are refunded. This security interest does not cover any other debts you owe us, and this debt is not covered by any other security interests held by us. NOTICE: BY GIVING US A SECURITY INTEREST IN THE MOTOR VEHICLE DESCRIBED ABOVE, YOU WAIVE ALL RIGHTS PROVIDED BY LAW TO CLAIM SUCH GOODS EXEMPT FROM LEGAL PROCESS.

**Property Insurance:** You promise to keep the motor vehicle described above insured for its full value against loss or damage and loss payable endorsement in our favor during the time any amount is unpaid under this Contract. YOU MAY OBTAIN YOUR REQUIRED INSURANCE FROM ANY COMPANY ACCEPTABLE TO US. If you purchase your insurance through Seller, the costs and items of coverage are as follows:

	TERM	PREMIUM
Collision (actual cash value of loss less \$ NONE deductible) and Comprehensive including fire and theft (cash value of loss less \$ NONE deductible)	NONE months	\$ NONE
Other (describe) NONE	NONE months	\$ NONE

If you buy insurance through your own agent, the cost is not included in this Contract. Please give us the name and telephone number of the agent you choose:

Agent's Name SUN INS ATLANTA CAS CO Telephone Number 800-333-8930  
 Agent's Address PO BOX 81168 City ATLANTA State GA Zip 303

You intend to use the vehicle primarily for ☒ personal, family, or household purposes ☐ commercial, industrial or agricultural production purposes.

**THIS CONTRACT IS SUBJECT TO THE ADDITIONAL PROVISIONS SET FORTH ON THE BACK. PLEASE READ THE BACK CAREFULLY. IT CONTAINS A LIMITATION ON WARRANTIES AND OTHER IMPORTANT PROVISIONS.**

**NOTICE TO THE BUYER: 1. Do not sign this Contract before you read it or if it contains any blank spaces.**

**2. You are entitled to an exact copy of the Contract you sign.** 3. You should obtain from Seller a copy of any warranty or service contract offered as a part of this Contract. 4. This sale is subject to approval of your credit by Seller and acceptance of this Contract by a financial institution.

**LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT. UNLESS DESCRIBED AND APPROPRIATE PREMIUM CHARGE IS SHOWN IN #5b ABOVE. SELLER IS REGULATED BY THE STATE BANKING DEPARTMENT. ANY COMPLAINTS CONCERNING THIS CONTRACT MAY BE ADDRESSED TO THE STATE BANKING DEPARTMENT AT 2910 NORTH 44TH STREET, SUITE 310, PHOENIX, ARIZONA 85018 - 602/256-4421.**

Dated this 31ST day of MAR, 1994. Buyer acknowledges receipt of a fully completed copy of this Contract.

SELLER: EARNHARDT FORD SALES CO.

\*BUYER/DEBTOR

BETTY M MCCUSKER

By

DALE J SHIMO

Its

FINANCE MANAGER

\*BUYER/DEBTOR

Dale J Shimo

\*OTHER OWNERS: If you will be shown on the certificate of title as an owner of the vehicle but do not want to be separately liable to pay this debt, please sign below to give us a security interest in the motor vehicle, its proceeds, and physical damage insurance policy and any refunds of insurance premiums.

SIGNATURE	DATE	SIGNATURE	DATE
<b>ASSIGNMENT</b>			
Seller hereby assigns to the below designated Assignee under the terms and conditions of a Dealer Agreement ( <input type="checkbox"/> Recourse <input checked="" type="checkbox"/> Non-Recourse) previously entered into between Seller and Assignee, and in any event in accordance with the terms, conditions and warranties of the Seller's Assignment and Warranty on reverse side hereto.			
<u>EARNHARDT FORD SALES CO.</u>	DATED <u>31 MAR 1994</u>	<u>Auto Finance Group Inc</u>	TITLE
SELLER	BY	AUTHORIZED SIGNER	
Assignee: (Holder)	Branch		

For Dealer Proceeds Only  
 Line 4 Plus Line 5a  
 \$ 12181.85

# ARIZONA DRIVER LICENSE

NO 176243417 CL D ENDORSEMENTS  
EXPIRES 011496  
BETTY MC CUSKER  
1940 E WHITTON AV  
PHOENIX AZ 85016


SEX	HEIGHT	WEIGHT	EYES	HAIR	SKIN	DOB
F	119	503	BR	BR	NO	011430
ISSUE DATE						020692
RESTRICTION						011430
SIGNATURE OF APPLICANT						011430



ARIZONA AUTOMOBILE INSURANCE CARD  
ATLANTA CASUALTY CO.  
POB 81168 ATLANTA, GA 30366  
SUN INSURANCE(800) 333-8930  
Coverage meets the limits required by law. Arizona law  
requires evidence be carried in the vehicle at all times

INSURED  
MC CUSKER, BETTY  
ADOT CODE 0739 POLICY NUMBER  
BINDER  
EFFECTIVE 121793 EXPIRATION 121794  
YEAR 1977 MAKE VIN  
FORD 7H31F212914

ARIZONA DRIVER LICENSE									
LIC NO		194346783		CL D		ENDORSEMENTS			
EXPIRES		041396							
DALE, JAMES, SHOMO									
1940 E WHITTON AVE									
PHOENIX AZ 85016									
SEX	WEIGHT	HEIGHT	EYES	HAIR	ORAL CAVITY				
M	185	511	BR	BR	NO				
BIRTH DATE		RESTRICTION		MED CODE		BIRTH DATE			
012292						041344			
SIGNATURE OF APPLICANT <i>Dale J. Shomo</i>									
LIC NO		8133758							



AGG ILLINOIS

APR - 8 1984

J & L Management and Dale & Betty Phares, Tenant,

Agree as follows:

Agent leases to Tenant and Tenant hires from Agent those premises described as: 2009 E. Clarendon Apt. 1  
together with the following furniture: Stove, Refrigerator

Tenant to Pay		Received	Owes	Payable By
Rent	\$ 435.00	\$ 100.00	\$ _____	1 / 1
Sec Dep	\$ 250.00	\$ _____	\$ _____	1 / 1
Clu Dep	\$ _____	\$ _____	\$ _____	1 / 1
Fet Dep	\$ _____	\$ _____	\$ _____	1 / 1
Sales Tax	\$ 5.22	\$ _____	\$ _____	1 / 1
Other	\$ _____	\$ _____	\$ _____	1 / 1
Total	\$ 690.22	\$ 590.22	\$ _____	

March 1, 1992

Other \_\_\_\_\_ \$ 540.22 \_\_\_\_\_  
Total \$ 690.22 \_\_\_\_\_

TERM: The term hereof shall commence on March 1, 1992,  
and continue (check one of the two following alternatives):  
[X] until September, 1992, [ ] until either party shall terminate the

and continue (check one) 1993  
☒ until September, 1993, until either party shall terminate the  
 or on a month-to-month basis thereafter, until either party shall terminate the  
 same by giving the other party THIRTY days written notice provided that  
 the party not to terminate prior to the expiration of FOUR months.  
 Payment shall be made monthly in advance, payable in advance,

Tenant agrees not to terminate prior to the expiration of term in advance, per month, payable in advance, \$ 440.22 per month, payable in advance, upon the FIRST day of each calendar month to Owner or his authorized agent, at the following address: 2331 C. Indian School from time to time.

or at such other places as may be designated by Owner from time to time.

**MULTIPLE SIGNED COPY:** It is expressly understood that this agreement is between the Owner and each signatory individually and severally. In the event of default by any one signatory each and every remaining signatory shall be responsible for timely payment of rent and all other provisions of this agreement.

UTILITIES: Tenant shall be responsible for the payment of all utilities and services, except: N/A, which shall be paid by Owner.

USE: The premises shall be used as a residence with no more than 2 adults and        children, and for no other purpose, without the prior written consent of the Owner. Occupancy by guests staying over 15 days will be considered to be in violation of this provision.

[illegible][illegible][illegible][illegible]

reasonable notice for the purpose of making necessary repairs or alterations.

INDEMNIFICATION. Owner shall not be liable for any damage or injury to Transit, or any other person, or to any property, occurring on the premises, or on any part thereof, or in common areas thereof, unless such damage or injury proximately results from the negligence or intentional act of Owner, his agents, or his employees. Transit agrees to hold Owner harmless from any claims for damages no matter how caused, except for injury or damages for which Owner is responsible.

prohibit Tenant from claiming any damage no matter how caused, except for the  
Owner hereunder from any claim for damages no matter how caused, except for the  
legally responsible. If Owner is unable to deliver possession of the premises at the commencement hereof, Owner shall not be  
liable for any damage caused thereby, nor shall this agreement be void or voidable, but Tenant shall not be liable for  
any rent until possession is delivered. Tenant may terminate this agreement if possession is not delivered within  
the term hereof.

[illegible][illegible]

... shall be deemed a waiver, nor shall any acceptance of the terms hereof...

MAINTAINING: The failure of Grant to enforce any term hereof shall be deemed a waiver, nor shall any acceptance of the full amount thereof constitute a waiver of Grant's right to the full amount thereof. The right to the full amount thereof shall be given by mailing the same, postage prepaid, to the post office address of the party to whom the same is due, or to such other place as may be designated by the party to whom the same is due.

any notice which either party may or is required to give, may be given by mail or by electronic mail, provided that the notice is received by the addressee at such other place as may be designated by the addressee in writing. Notwithstanding the foregoing, notices shall be construed as being received by the addressee at the address shown below or at such other place as may be designated by the addressee in writing.

[illegible]

TIME: Time is of the essence of this agreement.

NOTIFICATION: Buyer has received the attached Addendum A & B, which contain additional terms and whose additional terms are hereby acknowledged. Buyer has read the additional terms of this Agreement and agrees to be bound thereby.

The undersigned Trust hereby acknowledges receipt of a copy hereof. (b)(7)(D)

Linda J. Hox Agent: Walt Sheno

John J. Noz Agent  
J & L Management

J & L Management  
2331 E. Indian School  
Phoenix, Az. 85016

## PURCHASER'S STATEMENT

## IMPORTANT NOTICE

Arizona is a "Community Property" state, which generally means that all property, goods, salaries and debts acquired, earned or contracted after marriage belong by law, to the marital community. "Sole and Separate Property" is generally defined as those goods, property, income and debts acquired prior to marriage or inherited after marriage.

Either spouse individually may manage the community property or bind the community to the payment of debt (generally). The Bank may require both spouses to sign certain loan documents necessary or thought necessary to create a valid lien or security interest under applicable Arizona law.

## COMMUNITY PROPERTY DEBT

"This application, unless otherwise marked below, is to be considered as an application for credit extended as a debt to the marital community, based upon the creditworthiness of that community." Supply all information requested on the application.

## SOLE AND SEPARATE PROPERTY

☐ This is an application for individual credit as sole and separate debt, which will be evaluated without regard to the assets, income or creditworthiness of the applicant's spouse or the applicant's marital community. (The applicant should only list marital status and no other information should be given regarding the spouse (if any) except name and address. Applicant should also list all debts for which he/she is obligated by signing to promise to pay, and should also list all sole and separate assets and income.)

Dealer FORDHART DIRECT CONNECT Date 3-19-94

Print Full Name MCCUSKER BETTY M Social Security No. 176-24-2417 Date of Birth 1-14-30

Spouse's Full Name Shomo Dale S Social Security No. 194-34-6783 Date of Birth 4-13-44

Other Name for Credit File \_\_\_\_\_ Marital Status ☐ MARRIED ☐ UNMARRIED ☐ SEPARATED No. of Dependents \_\_\_\_\_

Home Address 2009 E. CHANDON City PHX State AZ Zip 85016 How Long at Address \_\_\_\_\_ Yrs. Mo.

Mailing Address \_\_\_\_\_ Home Phone No. 384-8047

Previous Address 1940 E. WHITTON City PHX State AZ Zip 85016 How Long at Address \_\_\_\_\_ Yrs. Mo.

Previous Address \_\_\_\_\_ How Long at Address \_\_\_\_\_ Yrs. Mo.

Nearest Relative (not living with you) GEORGE O'SHEA Address 1940 E WHITTON PHX AZ Relationship BROTHER Phone No. 877-3839

Spouse's Nearest Relative \_\_\_\_\_ Address \_\_\_\_\_ Relationship \_\_\_\_\_ Phone No. \_\_\_\_\_

a. 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.  
Alimony, child support, separate maintenance received under: court order \_\_\_\_\_ written agreement \_\_\_\_\_ oral understanding \_\_\_\_\_

Present Employer (type of business if self employed) VA AND S.S.I. BENEFITS (Military Pay Grade \_\_\_\_\_ Discharge Date \_\_\_\_\_)

Address \_\_\_\_\_ Business Phone 1117

Position \_\_\_\_\_ Employer ID No. \_\_\_\_\_ How Long \_\_\_\_\_ Yrs. Mo. Gross Income (Monthly) NETS \$38.00

Spouse's Employer (name and address) GEORGE'S AUTO REPAIR Phone \_\_\_\_\_ How Long \_\_\_\_\_ Yrs. Mo. Gross Income (Monthly) \$1400.00

Source of Other Income (See above) Rents House in Penn. Other Income \_\_\_\_\_ \$ 300.00

Previous Employer (name and address) \_\_\_\_\_ Position \_\_\_\_\_ How Long \_\_\_\_\_ Yrs. Mo. TOTAL INCOME \$25.38

Name of Your Bank Great American Checking Account No. \_\_\_\_\_ Average Balance 1000

Branch Name and Address PHX Savings Account No. \_\_\_\_\_ Average Balance \_\_\_\_\_

DEBT AND CREDIT REFERENCES			ORIGINAL AMOUNT	BALANCE DUE (IF ANY)	AMOUNT OF PAYMENT
VNS Credit Card No.	Credit Limit				
<input checked="" type="checkbox"/> Rent	Landlord/Mortgage Holder	<u>NO MORE</u>			<u>440</u>
<input checked="" type="checkbox"/> Car	Make	<u>LTB</u>			
	Model	<u>NONE</u>			
Banks	<u>T. BIRD</u>	<u>NONE</u>			
Finance Co./Credit Union					
Department Stores					
Credit Cards					
TOTAL			\$	\$	\$

Drivers License Number 176 24 2417 WE GIVE THE ABOVE INFORMATION FOR THE PURPOSE OF OBTAINING CREDIT AND AUTHORIZE DEALER, THEIR BANKS, AND FORD MOTOR CREDIT CO. TO OBTAIN INFORMATION CONCERNING ANY STATEMENTS MADE HEREIN.

Have You Had Any of the Following?

Repossession ☐ YES ☐ NO

Bankruptcy ☐ YES ☐ NO

Garnishment ☐ YES ☐ NO

Betty M. Cusker Purchaser's Signature

Dale S. Shomo Purchaser's Signature

FOR BANK USE ONLY		SPECIAL EQUIPMENT		FINANCING			
<input type="checkbox"/> NEW <input checked="" type="checkbox"/> USED		<input checked="" type="checkbox"/> Eng. Option	<input type="checkbox"/> Sun Roof	Selling Price	\$ <u>702</u>	\$ <u>500</u>	\$ <u>15 987</u>
Year <u>1992</u>		<input type="checkbox"/> Auto. Trans.	<input type="checkbox"/> Cruise	Down Payment:			
Make <u>Pont. Grand Am</u>		<input type="checkbox"/> Pwr. Steering	<input type="checkbox"/> Air	Cash From Purchaser	<u>500</u>	Cash From Rebate	
Body Style <u>SE</u>		<input type="checkbox"/> Pwr. Brakes	<input type="checkbox"/> Pwr. Windows	<input type="checkbox"/> Trade-In	Year <u>1992</u> Make <u>Ford</u>		
No. of Cylinders <u>6</u>		<input type="checkbox"/> A/C	<input type="checkbox"/> Pwr. Seats	Allowance	\$ <u>4000</u>	Less Owing	\$ <u>1000</u>
Miles <u>3456</u>		<input type="checkbox"/> AM/FM		Equity			<u>4000</u>
APPROVED <u>BK 000 9800 + miles</u>		<input type="checkbox"/> Cassette		Where Financed			
Officer's Signature and Number		<input type="checkbox"/> Cust. Wheels		Unpaid Balance	\$ <u>11487</u>		
<input type="checkbox"/> NR <input type="checkbox"/> DRA <input type="checkbox"/> FG		Invoice		Life - A & H Premium	\$		
For # _____ Months		Base Price of Car		Warranty	\$		
		Total Cost		Amount to be Financed	\$ <u>11487</u>		
		Sp. and License		Term of Contract	<u>60</u>	Monthly Payment	\$
		TOTAL (100%)					

## PURCHASER'S STATEMENT

## IMPORTANT NOTICE

Arizona is a "Community Property" state, which generally means that all property, goods, salaries and debts acquired, earned or contracted after marriage belong by law, to the marital community. "Sole and Separate Property" is generally defined as those goods, property, income and debts acquired prior to marriage or inherited after marriage.

Either spouse individually may manage the community property or bind the community to the payment of debt (generally). The Bank may require both spouses to sign certain loan documents necessary or thought necessary to create a valid lien or security interest under applicable Arizona law.

## COMMUNITY PROPERTY DEBT

"This application, unless otherwise marked below, is to be considered as an application for credit extended as a debt of the marital community, based upon the creditworthiness of that community." Supply all information requested on the application.

## SOLE AND SEPARATE PROPERTY

☐ This is an application for individual credit as sole and separate debt, which will be evaluated without regard to the assets, income or creditworthiness of the applicant's spouse or the applicant's marital community. (The applicant should only list marital status and no other information should be given regarding the spouse (if any) except name and address. Applicant should also list all debts for which he/she is obligated by signing to promise to pay, and should also list all sole and separate assets and income.)

Dealer <b>EARNHART DIRECT CORP.</b>		Date <b>3-19-94</b>	
Print Full Name <b>McCusker Betty M</b>	First <b>Betty</b> MI <b>M</b> Jr. or Sr.	Social Security No. <b>176 24 2417</b>	Date of Birth <b>1-14-30</b>
Spouse's Full Name <b>Shomo Dale</b>	First <b>Dale</b> MI <b>J</b> Jr. or Sr.	Social Security No. <b>194 34 6783</b>	Date of Birth <b>4-13-44</b>
Other Name for Credit File	Marital Status <input type="checkbox"/> MARRIED <input type="checkbox"/> UNMARRIED <input type="checkbox"/> SEPARATED	No. of Dependents	
Home Address <b>2009 E. CLARENDON</b>	City <b>PHX</b> State <b>AZ</b> ZIP <b>85016</b>	How Long at Address <b>2</b> Yrs. <b>2</b> Mo.	
Mailing Address	City State ZIP	Home Phone No. <b>381-8047</b>	
Previous Address <b>1940 E. WHITTON</b>	City <b>PHX</b> State <b>AZ</b> ZIP <b>85016</b>	How Long at Address <b>1</b> Yrs. <b>4</b> Mo.	
Previous Address	City State ZIP	How Long at Address	Yrs. Mo.
Nearest Relative (not living with you) <b>GEORGE O. Shell</b>	Address <b>1940 E WHITTON PHX AZ</b>	Relationship <b>BROTHER</b>	Phone No. <b>272-3839</b>
Spouse's Nearest Relative	Address	Relationship	Phone No.
* 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. Alimony, child support, separate maintenance received under: court order <input type="checkbox"/> written agreement <input type="checkbox"/> oral understanding <input type="checkbox"/>			
Present Employer (type of business if self employed) <b>VA AND S.S.I. BENEFITS (widowed)</b>	Military Pay Grade	Discharge Date	
Address	City State ZIP	Business Phone	
Position	Taxpayer ID No.	How Long <b>17</b> Yrs. <b>3</b> Mo.	Gross Income (Monthly) <b>NET \$ 838.00</b>
Spouse's Employer (name and address) <b>GEORGE'S AUTO REPAIR</b>	Phone	How Long <b>3</b> Yrs. <b>3</b> Mo.	Gross Income (Monthly) <b>\$ 1400.00</b>
Source of Other Income * (See above) <b>Rents HOUSE IN PENN.</b>			Other Income * <b>\$ 300.00</b>
Previous Employer (name and address)	Position	How Long Yrs. Mo.	TOTAL INCOME <b>\$ 2538</b>
Name of Your Bank <b>Great American</b>	Checking Account No.	Average Balance <b>1000</b>	
Branch Name and Address <b>PHX</b>	Savings Account No.	Average Balance	

DEBT AND CREDIT REFERENCES		ORIGINAL AMOUNT	BALANCE DUE (IF ANY)	AMOUNT OF PAYMENT
VNB Credit Card No.	Credit Limit			
<input checked="" type="checkbox"/> 1 - Rent Landlord/Mortgage Holder <b>NO RENT</b>				<b>440</b>
<input checked="" type="checkbox"/> 2 - Own Car <b>77 LTD</b> Lien Holder <b>NONE</b>				
Banks <b>77 T. BIRD</b>	<b>NONE</b>			
Finance Co./Credit Union				
Department Stores				
Credit Cards				
TOTAL		\$	\$	\$

Drivers License Number **176 24 2417** **WE GIVE THE ABOVE INFORMATION FOR THE PURPOSE OF OBTAINING CREDIT AND AUTHORIZE DEALER, THEIR BANKS, AND FORD MOTOR CREDIT CO. TO OBTAIN INFORMATION CONCERNING ANY STATEMENTS MADE HEREIN.**

Have You Had Any of the Following?

Repossession ☐ YES ☐ NO  
 Bankruptcy ☐ YES ☐ NO  
 Garnishment ☐ YES ☐ NO

**Betty McCusker**  
 Purchaser's Signature  
**Dale Shomo**  
 Purchaser's Signature

FOR BANK USE ONLY		SPECIAL EQUIPMENT		Selling Price <b>\$14800</b> Sales Tax <b>\$ 702</b> License Fee <b>\$ 480</b> Total <b>\$ 15 987</b> DOWN PAYMENT: <b>500</b> Cash From Purchaser <b>500</b> Cash From Rebate <b>FORD</b> <input type="checkbox"/> Trade-In Year <b>1980</b> Make <b>FORD</b> \$ <b>4000</b> Allowance \$ <b>0</b> Less Owning \$ <b>4000</b> Equity \$ <b>4000</b> Total Down Payment Where Financed	
<input type="checkbox"/> NEW <input checked="" type="checkbox"/> USED Year <b>1992</b> Make <b>Pontiac</b> Body Style <b>SE</b> No. of Cylinders <b>6</b> Miles <b>34K</b> APPROVED <b>BK 800.9800 + miles</b> Officer's Signature and Number <input type="checkbox"/> NR <input type="checkbox"/> DRA <input type="checkbox"/> FG For \$ _____ Months	<input checked="" type="checkbox"/> Eng. Option <input checked="" type="checkbox"/> Auto. Trans. <input checked="" type="checkbox"/> Pwr Steering <input checked="" type="checkbox"/> Pwr Brakes <input checked="" type="checkbox"/> A/C <input checked="" type="checkbox"/> AM/FM <input checked="" type="checkbox"/> Cassette <input checked="" type="checkbox"/> Cust. Wheels Invoice Base Price of Car Total Cost Tax and License TOTAL (100%)	<input type="checkbox"/> Sun Roof <input type="checkbox"/> Cruise <input type="checkbox"/> Tilt <input type="checkbox"/> Pwr Windows <input type="checkbox"/> Pwr Seats	Unpaid Balance \$ <b>11487</b> Life - A & H Premium \$ Warranty \$ Amount to be Financed \$ <b>11487</b> Monthly Payment \$		
Term of Contract <b>60</b>					





Jim, Tex, &amp; Hal Earnhardt

A Family Tradition

DEALER

60505

13540



EARNHARDT FORD

777 E BASELINE

TEMPE, AZ

602883896000

85283

PURCHASER NAME <b>BETTY M MCCUSKER</b> <b>DALE J SHOWO</b>		DATE <b>19 MAR 1994</b>	
ADDRESS <b>2009 E CLARENDON</b>			
CITY <b>PHOENIX</b>		STATE <b>AZ</b>	ZIP <b>85016</b>
CITY PHONE <b>38188047</b>		BUS PHONE	
VEHICLE TRADE IN DATE TAX <b>FORD</b> <b>THUN</b> <b>MODEL</b> <b>VEHICLE IDENTIFICATION NUMBER</b> <b>77</b> <b>YEAR</b> <b>1992</b>			
VEHICLE IDENTIFICATION NUMBER <b>1G2NE14XXNM101649</b>			
COLOR <b>WHITE</b>		VIN <b>34697</b>	
CURRENTLY EQUIPPED AS FOLLOWS:			
PRICE OF VEHICLE			
DEALER ADDITIONS & DELETIONS OF ACCESSORIES: Purchaser hereby requests the Dealer to make the additions and deletions of accessories noted herein. Purchaser understands and agrees that certain Dealer additions may not conform exactly with factory installed additions. Purchaser understands that Dealer already may have added equipment or accessories to the vehicle.			
NO ADDS OR DELETES			
CHANDLER			
1800 2405 10290 4500 14790 14800 123 12250 1800.00 702.00 325.90 35.00 25.00 98.00 15986.81 500.00 4000.00 400 450 114 695.00 121 80093			
1. TOTAL CASH PRICE DELIVERED			
2. CASH DOWN PAYMENT			
3. TRADE IN ALLOWANCE			
4. TOTAL DOWN PAYMENT (2 + 3)			
5. CASH BALANCE DUE ON DELIVERY			
6. OTHER CHARGES			
SUN INS			

OFFER TO BUY: Purchaser hereby offers to purchase the motor vehicle described in this order. This order is for a cash sale, and nothing herein shall be construed as an extension of credit by Dealer. Purchaser agrees that this order shall not become binding until accepted by Dealer or his authorized representative. Upon acceptance by the Dealer or his authorized representative, this offer to purchase becomes a binding contract. To become binding this offer must be accepted by a manager. The parties specifically agree that any grant of possession to Purchaser prior to receipt of full payment of the total cash balance due on delivery by Dealer is an accommodation only, and shall not be construed in any way as altering Purchaser's obligation to pay the total cash balance due on delivery shown herein according to the terms hereof or upon demand.

MERCHANDISE PROVISION: The sales personnel of the Dealer are not authorized to make warranties about the merchandise described in this contract or to accept this offer to purchase. Dealer's employees ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES and shall not be relied upon by Purchaser and are not part of this contract for sale. The entire contract is embodied in this writing and NO OTHER WARRANTIES are given beyond those set forth in this written contract. This writing constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions of that agreement.

LIMITED WARRANTY: The Dealer warrants that the merchandise to be delivered to Purchaser will be of the type and quantity described in this contract. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, MADE BY THE DEALER or the manufacturer of any new vehicle or chassis described in this order, except the most recent printed manufacturer's warranty or warranties applicable to such new vehicle or chassis which are made a part of this order as it set forth in full. A copy of the manufacturer's warranty or warranties will be furnished to the Purchaser upon delivery of the vehicle or chassis. THE MANUFACTURER'S WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY OF QUALITY, WHETHER EXPRESS OR IMPLIED, EXCEPT THE WARRANTY OF TITLE AND AGAINST PATENT INFRINGEMENT, AND SHALL BE IN LIEU OF ANY OTHER OBLIGATION ON THE PART OF THE DEALER OR THE MANUFACTURER. It is expressly understood and agreed with respect to ANY USED VEHICLE OR CHASSIS described in this order such vehicle or chassis is SOLD AS IS, WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY OF QUALITY, unless a separate written instrument showing the terms of any Dealer warranty is furnished by Dealer to Purchaser at the time of sale or unless the used vehicle or chassis is still subject to a manufacturer's warranty, in which case the warranty covering the vehicle or chassis, if any, is made by the manufacturer only, and is subject to the terms and conditions contained therein. Fulfillment of the obligations of the Dealer, if any, provided in the manufacturer's warranty shall constitute fulfillment of all obligations and liabilities of the Dealer to the Purchaser with respect to the goods, whether based on contract, negligence, strict liability, in tort, or otherwise. All warranties given hereunder, except the warranty of title and against patent infringement, are those of the manufacturer alone, and are not adopted by the Dealer.

Odometer Certification: Ford Earnhardt has inspected the odometer of the vehicle and has found no evidence of alteration or tampering by virtue of this inspection, but Earnhardt does not represent or warrant that such alteration or tampering has not occurred, nor is there any warranty, express or implied, that the mileage reflected on the odometer is true and accurate mileage, beyond any requirements imposed on Earnhardt by federal or state law.

LIMITATION OF LIABILITY: The Dealer shall not under any circumstances be liable for special or consequential damages including, but not limited to, damage or loss of other property or equipment, loss of profits or revenue, cost of capital, cost of purchased or replacement goods or any claims of customers of the Purchaser. The remedies of the Purchaser set forth in the manufacturer's warranty are exclusive. In no event shall the liability of the Dealer with respect to any contract, or anything done in connection therewith such as the performance or breach thereof, or from the sale or use from any of the goods covered by or furnished under this contract, whether arising out of contract, negligence, strict tort or otherwise, except as expressly provided herein, exceed the price of the goods upon which such liability is based.

Purchaser agrees that he has read the foregoing provisions and fully understands them, and that the parties to this agreement have freely allocated the risks between them. PURCHASER FURTHER ACKNOWLEDGES THAT THERE ARE ADDITIONAL TERMS APPEARING ON THE BACK OF THIS AGREEMENT, AND THAT HE HAS READ AND AGREES TO THEM.

*Betty M. McCusker* 19 MAR 1994  
PURCHASER SIGNATURE DATE

*Dale J. Showo* 19 MAR 1994  
DEALER SIGNATURE DATE

HANKINS, LEONARD  
Accepted By: Finance

Exhibit C

**AUTOFINANCE GROUP, INC  
601 OAKMONT LANE SUITE 350  
WESTMONT IL 60559  
(708) 655-7100**

**DATE: September 12, 1995**  
**TO: CENTRAL PA AUTO AUCTION**  
**EXIT 26 OF I-80, BOX 41**  
**LOCK HAVEN, PA 17745**

**SALE OF REPOSSESSED COLLATERAL**

<b>Collateral:</b>	<b>92 PONTIAC GRAND AM</b>
<b>Serial#:</b>	<b>1G2NE14NXNM101649</b>
<b>Registered Owner:</b>	<b>BETTY M. MCCUSKER</b>
<b>AFG Account:</b>	<b>314234</b>

**Please sell the above described vehicle on or after September 12, 1995**  
**We anticipate a high bid of about \$6,000.00**

**Direct any questions to Russ Jakubowski (800) 877-2860.**

# CENTRAL PA AUTO AUCTION, INC.

## CONSIGNOR'S VOUCHER

YEAR 92  
MAKE PONTIAC  
MODEL GRAND AM  
BODY STYLE 2D  
COLOR WHITE  
ENGINE 6C  
STOCK NO. 314234

### CONSIGNOR'S STATEMENT

SELL PRICE \$5,900.00  
LESS SELLERS FEE \$0.00

91,289 - 1 91289  
SEQ#: 80,241  
CHECK NO. 91,289 1  
INVOICE NO.  
AUCTION DATE 9/14/95  
CAR NUMBER 14L  
WORK ORDER NO.  
GUARANTEE TYPE  
DECLARATION  
EQUIPMENT ATPSACRA  
ODOMETER 66,138  
SERIAL NO. 1G2NE14NXNM101649

LESS OTHER DEDUCTIONS	CAR NO.	SALE DATE	DEDUCTION AMOUNT	SERIAL NUMBER
TRANSPORTATIO 26007	14L	9/14/95	30.00	1G2NE14NXNM101649
SELL/ADMIN FE 26008	14L	9/14/95	40.00	1G2NE14NXNM101649
RECONDITIONIN 26009	14L	9/14/95	95.00	1G2NE14NXNM101649
STORAGE 26010	14L	9/14/95	150.00	1G2NE14NXNM101649
CONDITION REP 26011	14L	9/14/95	15.00	1G2NE14NXNM101649

• TRANSFERRED FROM ACCOUNTS RECEIVABLE

TOTAL DEDUCTIONS

\$330.00

NET CHECK AMOUNT

\$5,570.00

## CENTRAL PA AUTO AUCTION, INC.

EXIT 28 INTERSTATE 80  
P.O. BOX 41 LOCK HAVEN, PA 17745  
717-726-4300 - 800-248-8026

SEQ# 80,241

AUCT. DT. 9/14/95

91289



CHECK AMOUNT	CHECK NO.	CHECK DATE
\$5,570.00	91,289	9/15/95

FIVE THOUSAND FIVE HUNDRED SEVENTY DOLLARS AND 00 CENTS

PAY TO THE ORDER OF

AUTOFINANCE GROUP INC.  
601 OAKMONT LANE SUITE 110  
WESTMONT IL 60559-5549

1960 CENTRAL PA AUTO AUCTION, INC.

VOID AFTER 60 DAYS

UNIT#:

BUYER: 2422 LARRY TROUTMAN AUTO MART

*[Signature]*  
GRANT MILLER, PRESIDENT

091289 00313004651 3487 16200

AUTOFINANCE GROUP, INC  
601 OAKMONT LANE SUITE 350  
WESTMONT IL 60559  
(708) 655-7100

DATE: December 19, 1995

TO: BETTY MCCUSKER  
BLANE CTY ROAD BOX 784  
COALPORT, PA 16627

**STATEMENT OF DEFICIENCY CHARGES**

(After Repossession and Sale)

Account#: 314234

Vehicle: 1992 PONTIAC GRANDAM

The vehicle listed on your contract or security agreement executed on 03/31/94 has been sold in accordance with the terms thereof.

Unpaid Balance prior to sale:	\$	11,345.79
(Includes all collection, repossession and sale costs)		
Proceeds from sale:	\$	5,900.00
Deficiency balance after sale:	\$	5,445.79

THE AMOUNT OBTAINED UPON SALE OF THE VEHICLE WAS INSUFFICIENT TO PAY THE FULL BALANCE DUE. THEREFORE, YOU ARE SUBJECT TO LEGAL AND/ OR COLLECTION ACTION. TO PREVENT SUCH, ACCEPTABLE ARRANGEMENTS FOR REPAYMENT OF THE "DEFICIENCY BALANCE AFTER SALE" CAN BE MADE IMMEDIATELY BY CONTACTING OUR OFFICE AT 800-877-2860 TO DISCUSS AN APPROPRIATE REPAYMENT PLAN.

AUTOFINANCE GROUP, INC.

INFORMATION REQUIRED ON "DEFICIENCIES"

Account Number: 0000314234

Name of Debtor: BETTY MCCUSKER  
Last Address: BLANE CTY ROAD BOX 784  
COALPORT, PA 16627-  
Phone Number: (814) 672-5941  
Employer:

Dale J. Shomo  
P.O. Box 231  
Coalport, PA  
16627

Original Contract Information	Contract Amount:	12,181.85
	Original Term:	48
	Pmts Remaining:	37
	Payment Amount:	394.60

Repossession Information	Date of Repossession:	08/14/95
	Date of Notice:	08/15/95
	Date of Resale:	09/14/95

Expenses	Repo fee:	650.00
	Repairs, Liens, Etc:	0.00
	Auction Fees:	330.00
	TOTAL EXPENSES:	980.00

Amount Vehicle Sold for:	5,900.00
Current Balance:	<del>4,755.98</del> 4,656.39
Int.Due/Fin. Crg Refund:	<del>222.35</del>
Late Charges Due:	10.00
NSF Charges Due:	0.00
Other Charge Due:	779.40
Misc Recv Due:	0.00
Insurance Due:	0.00
Deficiency Balance of Contract:	<del>5,767.73</del>
AMOUNT NOW DUE TO COLLECT:	<del>5,767.73</del> 5,445.79

\* COPIES OF SUPPORTIVE DOCUMENTATION IS ATTACHED

Exhibit D

# Payments

TRAN_DATE	AMOUNT	PRINCIPAL	INTEREST	COSTS	OTHER	RESPONSIBILITY	ENTRY_ID	TRAN_CODE
7/23/1999	5767.7300	5767.7300				SYS	SA	INIT_BAL
9/30/2000	-100.0000	0	-100.0000	0	0	SYS	SA	PMTPERSCHK
9/30/2000	-70.0000	0	-70.0000	0	0	SYS	SA	PMTPERSCHK
4/27/2001	-25.0000	0	-25.0000	0	0	SYS	SA	PMTPERSCHK
5/3/2001	-25.0000	0	-25.0000	0	0	SYS	SA	PMTPERSCHK
6/4/2001	-25.0000	0	-25.0000	0	0	SYS	SA	PMTPERSCHK
7/3/2001	-25.0000	0	-25.0000	0	0	SYS	SA	PMTPERSCHK
8/3/2001	-25.0000	0	-25.0000	0	0	SYS	SA	PMTPERSCHK
8/21/2001	25.0000	0	25.0000	0	0	SYS	SA	NSF
9/10/2001	-50.0000	0	-50.0000	0	0	SYS	SA	PMTMO
10/31/2001	-20.0000	0	-20.0000	0	0	SYS	SA	PMTMO
11/23/2001	-30.0000	0	-30.0000	0	0	SYS	SA	PMTMO
2/25/2002	-100.0000	0	-100.0000	0	0	SYS	SA	PMTMO
10/12/2002	3909.0900	3909.0900	0	0	0	SYS	SA	MANINT
2/16/2006	0	0	0	0	0	3TR005	3SANY	LITFILECST
2/16/2006	0	0	0	0	0	3TR005	3SANY	LITSERV CST
2/16/2006	4061.7400	0	4061.7400	0	0	CAV	3SANY	INT
2/16/2006	0	0	0	0	0	3TR005	3SANY	LITFILECST
2/16/2006	0	0	0	0	0	3TR005	3SANY	LITSERV CST
5/9/2006	272.1100	0	272.1100	0	0	CAV	3SANY	INT
5/9/2006	0	0	0	0	0	3TR005	3SANY	LITJUDGCST
5/9/2006	0	0	0	0	0	3TR005	3SANY	LITJUDGCST



**VERIFICATION**

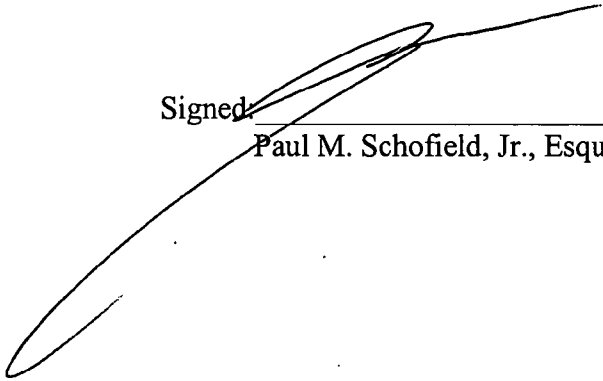
I, Paul M. Schofield, Jr., hereby state, I am the attorney for the Plaintiff in this action and verify that I am authorized and competent to make this verification. I verify that I have received the foregoing pleading and verify that the facts contained therein are true and correct to the best of my knowledge, information and belief. The representative for the Plaintiff was outside the jurisdiction and unavailable to sign this verification.

I understand that the statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904 relating to unsworn falsifications to authorities.

Date:

6-12-6

Signed:

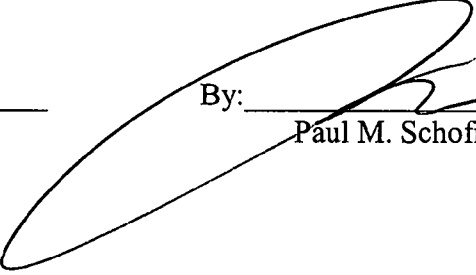
  
\_\_\_\_\_  
Paul M. Schofield, Jr., Esquire

**CERTIFICATE OF SERVICE**

I certify that I have served the attached pleading on all defendants pro se and counsel of record.

Gordon and Weinberg, P.C.

Date: 6-12-6

By:  \_\_\_\_\_  
Paul M. Schofield, Jr., Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAVALRY PORTFOLIO SERVICES,  
LLC AS ASSIGNEE OF CAVALRY  
INVESTMENTS, LLC AS ASSIGNEE  
OF KEY BANK,

Plaintiff

Vs.

BETTY McCUSKER and DALE  
SHOMO,

Defendants

CIVIL DIVISION

No. 06 - 268 - CD

ANSWER, NEW MATTER AND  
COUNTERCLAIM

Filed on Behalf of:

Defendants, BETTY McCUSKER and  
DALE SHOMO

Counsel of Record for This  
Party:

JOSEPH COLAVECCHI, ESQUIRE  
Pa. I.D. #06810

COLAVECCHI & COLAVECCHI  
221 East Market Street  
P.O. Box 131  
Clearfield, PA 16830

814/765-1566

FILED

JUL 18 2006

0/3:00/

William A. Shaw

Prothonotary/Clerk of Courts

2. Cent to Amy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CAVALRY PORTFOLIO SERVICES, LLC, :  
as Assignee of Cavalry Investments, : No. 06 - 268 - CD  
LLC as Assignee of Key Bank, :  
Plaintiff :  
vs. :  
BETTY McCUSKER and DALE SHOMO, :  
Defendants:

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 New Matter and Counterclaim 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 New Matter and Counterclaim or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

LAW OFFICES OF  
COLAVECCHI  
& COLAVECCHI  
221 E. MARKET ST.  
(ACROSS FROM  
COURTHOUSE)  
P. O. BOX 131  
CLEARFIELD, PA

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
Second and Market Streets  
Clearfield, PA 16830  
Phone 814/765-2641 Ex. 5982

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION

CAVALRY PORTFOLIO SERVICES, :  
LLC as Assignee of Cavalry : No. 06 - 268 - CD  
Investments, LLC as Assignee of :  
Key Bank : JURY TRIAL DEMANDED  
4050 E. Cotton Center Blvd. :  
Philadelphia, PA 19103 :

Plaintiff:

vs.

BETTY MCCUSKER :  
3284 Utahville Rd. :  
Coalport, PA 16627-9359 :

DALE SHOMO :  
3284 Utahville Rd. :  
Coalport, PA 16627-9359 :

Defendants:

**ANSWER, NEW MATTER AND COUNTERCLAIM**

NOW COMES, Betty McCusker and Dale Shomo, who, through their Attorney, Joseph Colavecchi, Esquire, file their Answer, New Matter and Counterclaim to the Amended Complaint of Plaintiff and respectfully aver as follows:

1. Denied. The documents speak for themselves. Strict proof of these averments is demanded at the trial of this case.

2. Denied. On the contrary, Defendants made payments and thought they had made suitable and acceptable arrangements with the Plaintiff.

3. Denied. An itemized list of the payments made by Defendants is not attached to the Complaint and strict proof of

said payments or lack of payments is demanded at the trial of this case.

4. It is admitted that the vehicle was repossessed. It is denied that the accounting referred to in the Complaint is correct concerning the amount owed.

5. The documents speak for themselves. It is denied that payments were made and strict proof of said averment is demanded at the trial of this case.

6. Denied. The amounts as alleged are incorrect and strict proof of the amounts claimed and actually owed is demanded at the trial of this case.

5. (Plaintiff's second Paragraph 5) The documents averred by the Plaintiff speak for themselves and strict proof is demanded at the trial of this case.

6. (Plaintiff's second Paragraph 6) The documents speak for themselves. It is required under Pennsylvania law that the sale be carried on in a commercially reasonable manner to protect Defendant's interest before any vehicle is sold and certain requirements are set forth by the law. It is denied that the sale was valid and strict proof of all items performed by Plaintiff to comply with Pennsylvania law is demanded at the trial of this case.

7. Denied. On the contrary, the amount is incorrect and strict proof of said averment and amount is demanded at the trial of this case.

8. Denied. Said items may constitute unwarranted charges against Defendants and strict proof of said charges is demanded at the trial of this case.

9. Denied. Said items may not be justified under Pennsylvania law and strict proof of said charges is demanded at the trial of this case.

10. Denied. On the contrary, the amount received by the Plaintiff must be as a result of a sale carried on in a commercially reasonable manner as required under Pennsylvania law, and said proof and amount thereof is demanded at the trial of this case. It is further averred that the interest rate of twenty-one (21%) percent is excessive and not allowed at this stage of an execution proceeding.

11. It is admitted that the Defendants have made a number of payments. It is denied, however, that the amount claimed by Plaintiff to be owing is true and correct and strict proof of these averments is demanded at the trial of this case.

12. Defendants have made payments to Plaintiff and understood that the account was paid. Further, this legal action may be barred by Laches and the Statute of Limitations.

13. Denied. Defendants do not owe the amount claimed and strict proof of said averments is demanded at the trial of this case.

WHEREFORE, Defendants ask that the Complaint be dismissed and that judgment be entered in their favor, together with costs.

**NEW MATTER**

Defendants assert the following as New Matter.

14. The Defendants raise the defense of Statute of Limitations since it has been more than four (4) years since the last payment was made on this account in accordance with Pennsylvania law.

15. Defendants raise the defense of Laches since Plaintiff has failed to promptly bring a legal action for the alleged amount being claimed, and Defendants have been prejudiced by the Plaintiff's failure to move forward with its claim.

WHEREFORE, Defendants demand that the Complaint filed against them be dismissed because of Laches and/or Statute of Limitations.

**COUNTERCLAIM**

1. Plaintiffs on the Counterclaim are:

a. Betty McCusker residing at 3284 Utahville Road, Coalport, Pennsylvania, 16627-9359.

b. Dale Shomo residing at 3284 Utahville Road, Coalport, Pennsylvania, 16627-9359.

2. Defendant is Cavalry Portfolio Services, LLC, Assignee of Cavalry Investments, LLC, as Assignee of Key Bank of 4050 East Cotton Center Boulevard, Phoenix, Arizona, 85040.



3. Plaintiffs on the Counterclaim state that they have various causes of action against the Defendant on the Counterclaim of the following nature and character:

a. Defendant on the Counterclaim contacted Plaintiffs on the Counterclaim and threatened to file suit on their claim which would be time-barred against the Plaintiffs on the Counterclaim and amounted to a misrepresentation of the legal status of the debt which is prohibited under the Debt Collection Regulations.

b. Defendant on the Counterclaim contacted Plaintiffs on the Counterclaim alleging that the debt had been reduced to judgment and that post-judgment creditor's remedies were available to Defendant on the Counterclaim. This was a false representation which is not allowed under the Debt Collection Regulations.

c. Defendant on the Counterclaim contacted Plaintiffs on the Counterclaim and made false threats to take their property which is prohibited since repossessing of or threatening to repossess property is not allowed unless there is a present right to possession through an enforceable security interest. This is a violation of the Debt Collection Regulations.

d. Defendant on the Counterclaim made false, deceptive and misleading representations when contacting Plaintiffs on the Counterclaim in an attempt to collect the alleged debt. This is a violation of the Debt Collection Regulations.

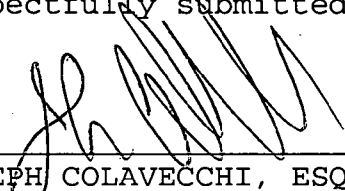
e. Defendant on the Counterclaim threatened Plaintiffs on the Counterclaim with going to jail if they failed to pay the alleged debt. This is a violation of the Debt Collection Regulations.

f. Defendant on the Counterclaim made repeated telephone calls and continued to harass Plaintiffs on the Counterclaim by telephone. Said repeated calls were made less than seven (7) days after the last telephone conversation. This is a violation of the Debt Collection Regulations.

g. Defendant on the Counterclaim called the sister of Betty McCusker and told her about the debt. This is in violation of the Debt Collection Regulations.

WHEREFORE, Plaintiffs on the Counterclaim ask for damages, including attorney's fees to be determined by a trial by jury.

Respectfully submitted:



---

JOSEPH COLAVECCHI, ESQUIRE  
Attorney for Defendants  
221 East Market Street  
Clearfield, PA 16830  
(814) 765-1566

7/18/06  
\_\_\_\_\_  
DATE

VERIFICATION

I verify that the statements made in this Answer to Amended Complaint, New Matter and Counterclaim are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

  
BETTY McCUSKER


IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CAVALRY PORTFOLIO SERVICES, LLC :  
as Assignee of CAVALRY INVESTMENTS, : No. 06 - 368 - CD  
LLC, as Assignee of KEY BANK, :  
Plaintiff :  
vs. :  
BETTY McCUSKER and DALE SHOMO, :  
Defendants:

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the Answer,  
New Matter and Counterclaim in the above-captioned action was  
mailed by First Class Mail, postage prepaid, the 18th day of July  
2006, to the attorney of record:

FREDERIC I. WEINBERG  
Attorney at Law  
21 South 21st Street  
Philadelphia, PA 19103

  
JOSEPH COLAVECCHI, ESQUIRE  
Attorney for Defendants  
221 East Market Street  
P.O. Box 131  
Clearfield, PA 16830  
814/765-1566

Dated: 7/18/06

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL TRIAL LISTING

CERTIFICATE OF READINESS

TO THE PROTHONOTARY

00-268-CD

DATE PRESENTED

CASE NUMBER

TYPE TRIAL REQUESTED ESTIMATED TRIAL TIME

Date Complaint

( ) Jury ( ) Non-Jury

Filed: 2/21/06

☒ Arbitration

1 1/2 days/hours

Cavalry Portfolio Services, LLC et al

PLAINTIFF(S)

Betty M'Cusker

( )

Check block if a Minor  
is a Party to the Case

DEFENDANT(S)

Dale Shomo

( )

ADDITIONAL DEFENDANT(S)

( )

**FILED** icc

11/11/06  
NOV 03 2008 Weinberg

S William A. Shaw  
Prothonotary/Clerk of Courts

Att'y pd.  
50.00

GR

JURY DEMAND FILED BY:

DATE JURY DEMAND FILED:

5767.73 plus interest & costs

AMOUNT AT ISSUE

CONSOLIDATION

DATE CONSOLIDATION ORDERED

More than

&

( ) yes ( ) no

PLEASE PLACE THE ABOVE CAPTIONED CASE ON THE TRIAL LIST.

I certify that all discovery in the case has been completed; all necessary parties and witnesses are available; serious settlement negotiations have been conducted; the case is ready in all respects for trial, and a copy of this Certificate has been served upon all counsel of record and upon all parties of record who are not represented by counsel:

X

Frederic I. Weinberg, Esq.

FOR THE PLAINTIFF

Attorney for Plaintiff

484-351-0500

TELEPHONE NUMBER

Joseph Colavecchi, Esq.

FOR THE DEFENDANT(S)

814-765-1564

TELEPHONE NUMBER

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CAVALRY PORTFOLIO SERVICES, :  
LLC, as Assignee of Cavalry : No. 06 - 268 - CD  
Investments, LLC, as Assignee :  
of Key Bank, :

Plaintiff :

vs. :

BETTY McCUSKER and DALE SHOMO, :  
Defendants: :

**FILED**


DEC 05 2008

0 12:45  
William A. Shaw  
Prothonotary/Clerk of Courts  
W. C. C. (610)

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the  
Defendant's Answer, New Matter and Counterclaim in the above-  
captioned action was mailed by First Class Mail, postage prepaid,  
the 18<sup>th</sup> day of July 2006, to the attorney of record:

Frederic I. Weinberg  
Attorney at Law  
21 South 21<sup>st</sup> Street  
Philadelphia, PA 19103

  
JOSEPH COLAVECCHI, ESQUIRE  
Attorney for Defendant  
221 East Market Street  
P.O. Box 131  
Clearfield, PA 16830  
814/765-1566

LAW OFFICES OF  
COLAVECCHI  
& COLAVECCHI  
221 E. MARKET ST.  
(ACROSS FROM  
COURTHOUSE)  
P. O. BOX 131  
CLEARFIELD, PA

12/4/08

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAVALRY PORTFOLIO SERVICES,  
LLC as Assignee of Cavalry  
Investments, LLC, as Assignee  
of Key Bank,

Plaintiff

vs.

BETTY McCUSKER and DALE SHOMO,  
Defendants

CIVIL DIVISION

No. 06 - <sup>268</sup>368 - CD

**MOTION FOR SUMMARY JUDGMENT**

Filed on Behalf of:

Defendants, BETTY McCUSKER  
and DALE SHOMO

Counsel of Record for This  
Party:

JOSEPH COLAVECCHI, ESQUIRE  
Pa. I.D. #06810

COLAVECCHI & COLAVECCHI  
221 East Market Street  
P.O. Box 131  
Clearfield, PA 16830

814/765-1566

**FILED** 3cc Atty  
0/2:45um Colavecchi  
DEC 08 2008

William A. Shaw  
Prothonotary/Clerk of Courts

LAW OFFICES OF  
COLAVECCHI  
& COLAVECCHI  
221 E. MARKET ST.  
(ACROSS FROM  
COURTHOUSE)  
P. O. BOX 131  
CLEARFIELD, PA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CAVALRY PORTFOLIO SERVICES, LLC :  
as Assignee of Cavalry Investments, : No. 06 - 268 - CD  
LLC as Assignee of Key Bank, :  
Plaintiff :  
vs. :  
BETTY McCUSKER and DALE SHOMO, :  
Defendant :

*MOTION FOR SUMMARY JUDGMENT*

Betty McCusker and Dale Shomo, Defendants in the above-captioned case, file their Motion for Summary Judgment, through their attorney, Joseph Colavecchi, Esquire, and respectfully aver as follows:

1. A Complaint was originally filed in this case on or about February 21, 2006. A copy of the docket entries in this case are attached hereto marked Exhibit "A" and shows that as a result of the various pleadings, on or about July 18, 2006, an Answer, New Matter and Counterclaim was filed by the Defendants. A copy of the Answer, New Matter and Counterclaim is attached hereto marked Exhibit "B". A copy of the cover letter notifying Plaintiff of the filing of the Answer, New Matter and Counterclaim is attached hereto and marked Exhibit "C". An Affidavit of Service has also been filed.




2. No reply to the New Matter or Answer to the Counterclaim was filed by the Plaintiff meaning that the averments in the New Matter and Counterclaim are admitted by the Plaintiffs.

3. Paragraph 14 of the New Matter raises the defense of the four year Statute of Limitations.

4. In the Counterclaim, there are various allegations, by the Defendants against the Plaintiff, none of which are denied by Plaintiff and all of which are alleged to be violations of the Fair Debt Collection Act and allow damages, plus attorney's fees.

WHEREFORE, Defendants ask that judgment be entered against Plaintiff and that the case be dismissed.

Respectfully submitted,

---

JOSEPH COLAVECCHI, ESQUIRE  
Attorney for Defendants

## Civil Other-COUNT

Date		Judge
11/3/2008	Certificate of Readiness for Arbitration, filed by s/ frederic I. Weinberg, Esquire. 1CC Atty. Weinberg . Filing: Praeipce/List For Arbitration Paid by: Weinberg, Frederic I. (attorney Fredric Joseph Ammerman for Cavalry Portfolio Services, LLC) Receipt number: 1926605 Dated: 11/3/2008 Amount: \$20.00 (Check) For: Cavalry Portfolio Services, LLC (plaintiff)	Fredric Joseph Ammerman
7/18/2006	Answer, New Matter and Counterclaim, filed by s/ Joseph Colavecchi, Esquire. 2CC to Atty	Fredric Joseph Ammerman
6/14/2006	Amended Complaint in Assumpsit, filed by s/ Frederic I. Weinberg Esq. No CC.	Fredric Joseph Ammerman
5/24/2006	Order, NOW, this 23rd day of May, 2006, it is Ordered that the Preliminary Objections are granted in that the Plaintiff shall have no more than 20 days from this date in which to file an Amended Complaint. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. Weinberg, J. Colavecchi	Fredric Joseph Ammerman
5/23/2006	Affidavit of Service filed. That a true copy of the Preliminary Objections and Rule were mailed to Fredric I. Weinberg Esq on May 4, 2006, filed by s/ Joseph Colavecchi Esq. 2CC Atty.	Fredric Joseph Ammerman
5/3/2006	Rule, NOW, this 3rd day of May, 2006, a rule is issued to Frederic I. Weinberg, Esquire, Attorney for Plaintiff. Rule is returnable before the Cour on the 23rd day of May, 2006, at 10:00 a.m. Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 3CC Atty. Colavecchi	Fredric Joseph Ammerman
5/1/2006	Defendants Preliminary Objections to Plaintiff's Complaint, filed by s/ Josepf Colavecchi, Esquire. 3CC Atty.	No Judge
4/10/2006	Sheriff Return, March 3, 2006 at 10:05 am served the within Complaint in Assumpsit on Betty McCusker. March 3, 2006 at 10:05 am served the within Complaint in Assumpsit on Dale Shomo. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Gordon \$68.92	No Judge
2/21/2006	Filing: Complaint in Assumpsit Paid by: Weinberg, Frederic I. (attorney for Cavalry Portfolio Services, LLC) Receipt number: 1912555 Dated: 02/21/2006 Amount: \$85.00 (Check) 2CC shff. New Case Filed.	No Judge No Judge

Defendant's Exhibit

"A"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAVALRY PORTFOLIO SERVICES  
LLC AS ASSIGNEE OF CAVALRY  
INVESTMENTS, LLC AS ASSIGNEE  
OF KEY BANK,

Plaintiff

Vs.

BETTY McCUSKER and DALE  
SHOMO,

Defendants

CIVIL DIVISION

No. 06 - 268 - CD

ANSWER, NEW MATTER AND  
COUNTERCLAIM

Filed on Behalf of:

Defendants, BETTY McCUSKER and  
DALE SHOMO

Counsel of Record for This  
Party:

JOSEPH COLAVECCHI, ESQUIRE  
Pa. I.D. #06810

COLAVECCHI & COLAVECCHI  
221 East Market Street  
P.O. Box 131  
Clearfield, PA 16830

814/765-1566

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

JUL 18 2006

Attest.

*William L. Shaw*  
Prothonotary/  
Clerk of Courts

LAW OFFICES OF  
COLAVECCHI  
& COLAVECCHI  
221 E. MARKET ST.  
(ACROSS FROM  
COURTHOUSE)  
P. O. BOX 131  
CLEARFIELD, PA

Defendant's Exhibit

"B"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CAVALRY PORTFOLIO SERVICES, LLC, :  
as Assignee of Cavalry Investments, : No. 06 - 268 - CD  
LLC as Assignee of Key Bank, :  
Plaintiff :  
vs. :  
BETTY McCUSKER and DALE SHOMO, :  
Defendants:

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 New Matter and Counterclaim 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 New Matter and Counterclaim or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

LAW OFFICES OF  
COLAVECCHI  
& COLAVECCHI  
221 E. MARKET ST.  
(ACROSS FROM  
COURTHOUSE)  
P. O. BOX 131  
CLEARFIELD, PA

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
Second and Market Streets  
Clearfield, PA 16830  
Phone 814/765-2641 Ex. 5982

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION

CAVALRY PORTFOLIO SERVICES, :  
LLC as Assignee of Cavalry : No. 06 - 268 - CD  
Investments, LLC as Assignee of :  
Key Bank : JURY TRIAL DEMANDED  
4050 E. Cotton Center Blvd. :  
Philadelphia, PA 19103 :

Plaintiff:

vs.

BETTY McCUSKER :  
3284 Utahville Rd. :  
Coalport, PA 16627-9359 :

DALE SHOMO :  
3284 Utahville Rd. :  
Coalport, PA 16627-9359 :

Defendants:

**ANSWER, NEW MATTER AND COUNTERCLAIM**

NOW COMES, Betty McCusker and Dale Shomo, who, through their Attorney, Joseph Colavecchi, Esquire, file their Answer, New Matter and Counterclaim to the Amended Complaint of Plaintiff and respectfully aver as follows:

1. Denied. The documents speak for themselves. Strict proof of these averments is demanded at the trial of this case.

2. Denied. On the contrary, Defendants made payments and thought they had made suitable and acceptable arrangements with the Plaintiff.

3. Denied. An itemized list of the payments made by Defendants is not attached to the Complaint and strict proof of

said payments or lack of payments is demanded at the trial of this case.

4. It is admitted that the vehicle was repossessed. It is denied that the accounting referred to in the Complaint is correct concerning the amount owed.

5. The documents speak for themselves. It is denied that payments were made and strict proof of said averment is demanded at the trial of this case.

6. Denied. The amounts as alleged are incorrect and strict proof of the amounts claimed and actually owed is demanded at the trial of this case.

5. (Plaintiff's second Paragraph 5) The documents averred by the Plaintiff speak for themselves and strict proof is demanded at the trial of this case.

6. (Plaintiff's second Paragraph 6) The documents speak for themselves. It is required under Pennsylvania law that the sale be carried on in a commercially reasonable manner to protect Defendant's interest before any vehicle is sold and certain requirements are set forth by the law. It is denied that the sale was valid and strict proof of all items performed by Plaintiff to comply with Pennsylvania law is demanded at the trial of this case.

7. Denied. On the contrary, the amount is incorrect and strict proof of said averment and amount is demanded at the trial of this case.

8. Denied. Said items may constitute unwarranted charges against Defendants and strict proof of said charges is demanded at the trial of this case.

9. Denied. Said items may not be justified under Pennsylvania law and strict proof of said charges is demanded at the trial of this case.

10. Denied. On the contrary, the amount received by the Plaintiff must be as a result of a sale carried on in a commercially reasonable manner as required under Pennsylvania law, and said proof and amount thereof is demanded at the trial of this case. It is further averred that the interest rate of twenty-one (21%) percent is excessive and not allowed at this stage of an execution proceeding.

11. It is admitted that the Defendants have made a number of payments. It is denied, however, that the amount claimed by Plaintiff to be owing is true and correct and strict proof of these averments is demanded at the trial of this case.

12. Defendants have made payments to Plaintiff and understood that the account was paid. Further, this legal action may be barred by Laches and the Statute of Limitations.

13. Denied. Defendants do not owe the amount claimed and strict proof of said averments is demanded at the trial of this case.

WHEREFORE, Defendants ask that the Complaint be dismissed and that judgment be entered in their favor, together with costs.

**NEW MATTER**

Defendants assert the following as New Matter.

14. The Defendants raise the defense of Statute of Limitations since it has been more than four (4) years since the last payment was made on this account in accordance with Pennsylvania law.

15. Defendants raise the defense of Laches since Plaintiff has failed to promptly bring a legal action for the alleged amount being claimed, and Defendants have been prejudiced by the Plaintiff's failure to move forward with its claim.

WHEREFORE, Defendants demand that the Complaint filed against them be dismissed because of Laches and/or Statute of Limitations.

**COUNTERCLAIM**

1. Plaintiffs on the Counterclaim are:

a. Betty McCusker residing at 3284 Utahville Road, Coalport, Pennsylvania, 16627-9359.

b. Dale Shomo residing at 3284 Utahville Road, Coalport, Pennsylvania, 16627-9359.

2. Defendant is Cavalry Portfolio Services, LLC, Assignee of Cavalry Investments, LLC, as Assignee of Key Bank of 4050 East Cotton Center Boulevard, Phoenix, Arizona, 85040.



3. Plaintiffs on the Counterclaim state that they have various causes of action against the Defendant on the Counterclaim of the following nature and character:

a. Defendant on the Counterclaim contacted Plaintiffs on the Counterclaim and threatened to file suit on their claim which would be time-barred against the Plaintiffs on the Counterclaim and amounted to a misrepresentation of the legal status of the debt which is prohibited under the Debt Collection Regulations.

b. Defendant on the Counterclaim contacted Plaintiffs on the Counterclaim alleging that the debt had been reduced to judgment and that post-judgment creditor's remedies were available to Defendant on the Counterclaim. This was a false representation which is not allowed under the Debt Collection Regulations.

c. Defendant on the Counterclaim contacted Plaintiffs on the Counterclaim and made false threats to take their property which is prohibited since repossessing of or threatening to repossess property is not allowed unless there is a present right to possession through an enforceable security interest. This is a violation of the Debt Collection Regulations.

d. Defendant on the Counterclaim made false, deceptive and misleading representations when contacting Plaintiffs on the Counterclaim in an attempt to collect the alleged debt. This is a violation of the Debt Collection Regulations.

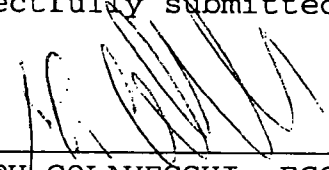
e. Defendant on the Counterclaim threatened Plaintiffs on the Counterclaim with going to jail if they failed to pay the alleged debt. This is a violation of the Debt Collection Regulations.

f. Defendant on the Counterclaim made repeated telephone calls and continued to harass Plaintiffs on the Counterclaim by telephone. Said repeated calls were made less than seven (7) days after the last telephone conversation. This is a violation of the Debt Collection Regulations.

g. Defendant on the Counterclaim called the sister of Betty McCusker and told her about the debt. This is in violation of the Debt Collection Regulations.

WHEREFORE, Plaintiffs on the Counterclaim ask for damages, including attorney's fees to be determined by a trial by jury.

Respectfully submitted:



---

JOSEPH COLAVECCHI, ESQUIRE  
Attorney for Defendants  
221 East Market Street  
Clearfield, PA 16830  
(814) 765-1566

7/15/06  
\_\_\_\_\_  
DATE

VERIFICATION

I verify that the statements made in this Answer to Amended Complaint, New Matter and Counterclaim are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

  
BETTY McCUSKER

Law Offices  
**COLAVECCHI & COLAVECCHI**

Joseph Colavecchi  
Paul Colavecchi

221 East Market Street  
(across from Courthouse)  
P.O. Box 131  
Clearfield, Pennsylvania 16830  
(814) 765-1566  
(800) 953-1566

FAX  
(814) 765-4570

July 18, 2006

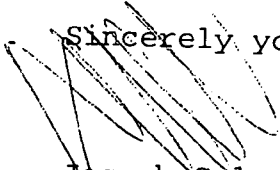
Frederic I. Weinberg, Esquire  
Gordon & Weinberg, P.C.  
21 South 21<sup>st</sup> Street  
Philadelphia, PA 19103

In Re: Cavalry Portfolio Services, Assignee of Key Bank vs.  
Betty McCusker and Dale Shomo

Dear Mr. Weinberg:

I am enclosing, herein, a true copy of the Answer to Amended Complaint, New Matter and Counterclaim as filed with the Court today, July 18, 2006.

Sincerely yours,

  
Joseph Colavecchi

JC:llh  
Enclosures

Defendant's Exhibit

"C"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAVALRY PORTFOLIO SERVICES,  
LLC as Assignee of Cavalry  
Investments, LLC, as Assignee  
of Key Bank,

Plaintiff

vs.

BETTY McCUSKER and DALE SHOMO,  
Defendants

CIVIL DIVISION

No. 06 - <sup>268</sup>368 - CD

**RULE**

Filed on Behalf of:

Defendants, BETTY McCUSKER  
and DALE SHOMO

Counsel of Record for This  
Party:

JOSEPH COLAVECCHI, ESQUIRE  
Pa. I.D. #06810

COLAVECCHI & COLAVECCHI  
221 East Market Street  
P.O. Box 131  
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF  
COLAVECCHI  
& COLAVECCHI  
221 E. MARKET ST.  
(ACROSS FROM  
COURTHOUSE)  
P. O. BOX 131  
CLEARFIELD, PA

**FILED**  
DEC 10 2008

William A. Shaw  
Prothonotary/Clerk of Courts

300  
Amy J. Colavecchi

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CAVALRY PORTFOLIO SERVICES, :  
LLC, as Assignee of Cavalry : No. 06 - 368 - CD  
Investments, LLC, as Assignee :  
of Key Bank, :

Plaintiff :

vs. :

BETTY McCUSKER and DALE SHOMO, :  
Defendants: :

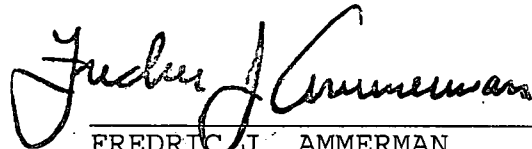
**RULE**

AND NOW, this 9<sup>th</sup> day of December 2008, a Motion for  
Summary Judgment having been filed by the Defendants, a Rule is  
hereby issued and directed to Plaintiff to show cause why the  
Motion for Summary Judgment should not be allowed and the case  
dismissed.

This Rule is returnable before the Court the 22<sup>nd</sup> day  
of January, 2009., Clearfield County Courthouse,  
Clearfield, Pennsylvania, Courtroom No. 1.

One-half hour has been set aside for this hearing.

BY THE COURT:



FREDRIC J. AMMERMAN,  
President Judge

**FILED**

**DEC 10 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 12/10/08

- ☒ You are responsible for serving all appropriate parties.
- ☐ The Prothonotary's office has provided service to the following parties:
- ☐ Plaintiff(s) ☐ Plaintiff(s) Attorney ☐ Other
- ☐ Defendant(s) ☐ Defendant(s) Attorney
- ☐ Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CAVALRY PORTFOLIO SERVICES, :  
LLC, as Assignee of Cavalry : No. 06 - 268 - CD  
Investments, LLC, as Assignee :  
of Key Bank, :

Plaintiff :

vs. :

BETTY McCUSKER and DALE SHOMO, :  
Defendants: :


268  
FILED NoCC.  
0/10:50am  
DEC 18 2008

William A. Shaw  
Prothonotary/Clerk of Courts

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the Motion  
for Summary Judgment/Rule in the above-captioned action was mailed  
by First Class Mail, postage prepaid, the 17<sup>th</sup> day of December  
2008, to the attorney of record:

Frederic I. Weinberg  
Attorney at Law  
21 South 21<sup>st</sup> Street  
Philadelphia, PA 19103

  
JOSEPH COLAVECCHI, ESQUIRE  
Attorney for Defendant  
221 East Market Street  
P.O. Box 131  
Clearfield, PA 16830  
814/765-1566

12/17/08



UP

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CAVALRY PORTFOLIO SERVICES, LLC:  
et al

vs.

No. 06-268-CD

BETTY MCCUSKER

**ORDER**

NOW, this 22<sup>ND</sup> day of December, 2008, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on **Tuesday, January 27, 2009 at 1:00 P.M.** in the Conference/Hearing Room No. 3, 2<sup>nd</sup> Floor, Clearfield County Courthouse, Clearfield, PA. The following have been appointed as Arbitrators:

James Naddeo, Esquire, Chairman

Christopher Shaw, Esquire

David R. Thompson, Esquire

Pursuant to Local Rule 1306A, you must submit your Pre-Trial Statement seven (7) days prior to the scheduled Arbitration. **The original should be forwarded to the Court Administrator's Office and copies to opposing counsel and each member of the Board of Arbitrators.** For your convenience, a Pre-Trial (Arbitration) Memorandum Instruction Form is enclosed as well as a copy of said Local Rule of Court.

BY THE COURT:



FREDRIC J. AMMERMAN  
President Judge

FILED  
01/31/09  
DEC 22 2008

bcc  
CIA

5 William A. Shaw  
Prothonotary/Clerk of Courts

GORDON & WEINBERG, P.C.  
FREDERIC I. WEINBERG, ESQUIRE  
Identification No.: 41360  
1001 E. Hector Street, Ste 220  
Conshohocken, PA 19428  
484/351-0500

CAVALRY PORTFOLIO SERVICES, LLC  
AS ASSIGNEE OF CAVALRY OF  
CAVALRY SPV I, LLC AS ASSIGNEE OF  
KEY BANK

vs.

BETTY MCCUSKER AND DALE  
SHOMO

NOTICE TO PLEAD: To the defendant,

You are directed to respond to the  
within New Matter to Counterclaim  
within twenty (20) days of service  
hereof.

**FILED**

DEC 26 2008

William A. Shaw  
Prothonotary/Clerk of Courts

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

DOCKET NO. : 06-268-CD

**PLAINTIFF'S REPLY TO NEW MATTER, ANSWER TO COUNTERCLAIM  
AND NEW MATTER TO COUNTERCLAIM**

**PLAINTIFF'S REPLY TO NEW MATTER**

Plaintiff incorporates herein by reference all the allegations contained in paragraphs 1 through 13 of its complaint inclusive, as fully as though each were here set forth at length.

14. Denied. These averments are conclusions of law which require no response under the applicable Rules of Civil Procedure. However, these averments are denied and strict proof thereof is demanded at the time of trial.

WHEREFORE, plaintiff claims damages from the defendant as set forth in plaintiff's complaint.

**ANSWER TO COUNTERCLAIM**

Plaintiff incorporates herein by reference all the allegations contained in its complaint and its reply to new matter inclusive, as fully as though each were here set forth at length.

1. Admitted, upon information and belief.
2. Admitted.

3a. Denied. It is denied that plaintiff made any threat to the defendant at any time material hereto. Moreover, it is denied that plaintiff's claim is time barred in that suit in this action was filed within four (4) years of defendant's last payment on account, which was made on or about February 25, 2002. This averment is a conclusion of law which requires no response under the applicable Rules of Civil Procedure. Therefore, it is denied and strict proof thereof is demanded at the time of trial.

3b. Denied. It is denied that the plaintiff contacted the defendant and alleged that the debt had been reduced to judgment. To the contrary, plaintiff acted properly at all times material hereto. Strict proof thereof is demanded at the time of trial.

3c. Denied. It is denied that the plaintiff contacted the defendant and made threats to take defendant's property. To the contrary, plaintiff acted properly at all times material hereto. Strict proof thereof is demanded at the time of trial.

3d. Denied. It is denied that the plaintiff made any false, deceptive and/or misleading representations when contacting the defendant. To the contrary, plaintiff acted properly at all times material hereto. Strict proof thereof is demanded at the time of trial.

3e. Denied. It is denied that the plaintiff contacted the defendant and made threats that defendant would go to jail if defendant did not pay this debt. To the contrary, plaintiff acted properly at all times material hereto. Strict proof thereof is demanded at the time of trial.

3f. Denied. It is denied that the plaintiff harassed the defendant with phone calls. To the contrary, plaintiff acted properly at all times material hereto. Strict proof thereof is demanded at the time of trial.

3f. Denied. It is denied that the plaintiff contacted the sister of the defendant, Betty McCusker, and told her about the defendant's debt. To the contrary, plaintiff acted properly at all

times material hereto. Strict proof thereof is demanded at the time of trial.

WHEREFORE, plaintiff demands judgment in its favor on the Counterclaim together with costs of defense of this action.

**PLAINTIFF'S NEW MATTER TO DEFENDANT'S COUNTERCLAIM**

1. Plaintiff incorporates herein by reference all the allegations contained in its complaint, its reply to new matter and answer to counterclaim inclusive, as fully as though each were here set forth at length.

2. Defendant's counterclaim fails to state a cause of action upon which relief can be granted.


3. Defendant's counterclaim is barred by the Doctrines of Accord and Satisfaction, Consent, Release, Waiver, Estoppel, Laches, Statute of Frauds and the applicable Statute of Limitations.

4. Plaintiff's complaint was filed in good faith.

5. Defendants' last payment on account was made on February 25, 2002.

WHEREFORE, plaintiff demands judgment in its favor on the Counterclaim together with costs of defense of this action.

GORDON & WEINBERG, P.C.

BY:   
FREDERIC I. WEINBERG, ESQUIRE  
JOEL M. FLINK, ESQUIRE  
Attorney for Plaintiff

**VERIFICATION**

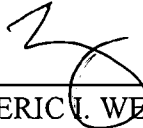
**FREDERIC I. WEINBERG, ESQUIRE**, hereby states that he is the attorney for the plaintiff in this action and verifies that the statements made in the foregoing pleadings are true and correct to the best of his knowledge, information and belief.

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

  
\_\_\_\_\_  
FREDERIC I. WEINBERG, ESQUIRE

**CERTIFICATION OF SERVICE**

I, **FREDERIC I. WEINBERG, ESQUIRE**, hereby certify that I, on the date below, served a copy of Plaintiff's Reply to New Matter, via First Class Mail, postage pre-paid, to all other parties or their counsel of record.

  
\_\_\_\_\_  
FREDERIC I. WEINBERG, ESQUIRE

Dated: 12/23/08

GORDON & WEINBERG, P.C.  
BY: JOEL M. FLINK, ESQUIRE  
BY: FREDERIC I. WEINBERG, ESQUIRE  
Attorney I.D. No. 41200/41360  
1001 E. Hector Street, Suite 220  
Conshohocken, PA 19428  
(484) 351-0500  
Fax (484) 351-0501

FILED <sup>icc</sup>  
M 10:48 AM  
JAN 02 2009  
Att'y Flink

William A. Shaw  
Prothonotary/Clerk of Courts

Attorneys for Plaintiff

Cavalry Portfolio Services, LLC as  
Assignee of Cavalry Investments, LLC  
as Assignee of Key Bank

Plaintiff

v.

Betty McCusker and Dale Shomo

Defendant

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

NO. 06-268-CD

**ANSWER TO DEFENDANT'S MOTION FOR SUMMARY JUDGMENT**

Plaintiff, by and through their attorneys, does hereby respond to Defendant's Motion for Summary Judgment as follows:

1. Denied. The docket entries speak for themselves.
2. Denied. To the contrary, a Reply to New Matter and Answer to Counterclaim has been filed. A true and correct copy is attached hereto as Exhibit "A".
3. Denied. The Answer and New Matter is a document that speaks for itself. Further denied in that the defense of the Statute of Limitations is a legal conclusion to which no response is required under the Pennsylvania Rules of Civil Procedure.
4. Denied. See the Reply to New Matter and Answer to Counterclaim attached hereto as Exhibit "A".

**New Matter**

5. The defendants failed and neglected at any time to send a notice of intent to enter a default judgment.

6. the Statute of Limitations is a legal conclusion to which no response is required under the Pennsylvania Rules of Civil Procedure.

WHEREFORE, Plaintiff requests this Honorable Court deny the relief requested by the Defendant..

GORDON & WEINBERG, P.C.

Dated: 12-30-08

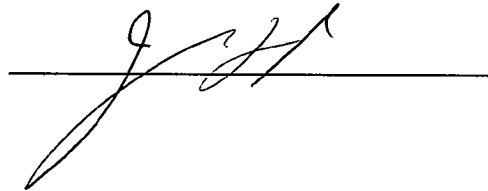
BY:

  
JOEL M. FLINK, ESQUIRE  
FREDERIC I. WEINBERG, ESQUIRE



**VERIFICATION**

Understanding that false statements herein made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities, I verify that I am an authorized representative of plaintiff, and that the facts set forth above are true and correct to the best of my knowledge, information and belief.

A handwritten signature in black ink, appearing to be "J. H.", is written over a horizontal line.

**EXHIBIT "A"**

GORDON & WEINBERG, P.C.  
FREDERIC I. WEINBERG, ESQUIRE  
Identification No.: 41360  
1001 E. Hector Street, Ste 220  
Conshohocken, PA 19428  
484/351-0500

CAVALRY PORTFOLIO SERVICES, LLC  
AS ASSIGNEE OF CAVALRY OF  
CAVALRY SPV I, LLC AS ASSIGNEE OF  
KEY BANK

NOTICE TO PLEAD: To the defendant.

You are directed to respond to the  
within New Matter to Counterclaim  
within twenty (20) days of service  
hereof.

  
COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

vs.

DOCKET NO. : 06-268-CD

BETTY MCCUSKER AND DALE  
SHOMO

**PLAINTIFF'S REPLY TO NEW MATTER, ANSWER TO COUNTERCLAIM  
AND NEW MATTER TO COUNTERCLAIM**

**PLAINTIFF'S REPLY TO NEW MATTER**

Plaintiff incorporates herein by reference all the allegations contained in paragraphs 1 through 13 of its complaint inclusive, as fully as though each were here set forth at length.

14. Denied. These averments are conclusions of law which require no response under the applicable Rules of Civil Procedure. However, these averments are denied and strict proof thereof is demanded at the time of trial.

WHEREFORE, plaintiff claims damages from the defendant as set forth in plaintiff's complaint.

**ANSWER TO COUNTERCLAIM**

Plaintiff incorporates herein by reference all the allegations contained in its complaint and its reply to new matter inclusive, as fully as though each were here set forth at length.

1. Admitted, upon information and belief.
2. Admitted.

3a. Denied. It is denied that plaintiff made any threat to the defendant at any time material hereto. Moreover, it is denied that plaintiff's claim is time barred in that suit in this action was filed within four (4) years of defendant's last payment on account, which was made on or about February 25, 2002. This averment is a conclusion of law which requires no response under the applicable Rules of Civil Procedure. Therefore, it is denied and strict proof thereof is demanded at the time of trial.

3b. Denied. It is denied that the plaintiff contacted the defendant and alleged that the debt had been reduced to judgment. To the contrary, plaintiff acted properly at all times material hereto. Strict proof thereof is demanded at the time of trial.

3c. Denied. It is denied that the plaintiff contacted the defendant and made threats to take defendant's property. To the contrary, plaintiff acted properly at all times material hereto. Strict proof thereof is demanded at the time of trial.

3d. Denied. It is denied that the plaintiff made any false, deceptive and/or misleading representations when contacting the defendant. To the contrary, plaintiff acted properly at all times material hereto. Strict proof thereof is demanded at the time of trial.

3e. Denied. It is denied that the plaintiff contacted the defendant and made threats that defendant would go to jail if defendant did not pay this debt. To the contrary, plaintiff acted properly at all times material hereto. Strict proof thereof is demanded at the time of trial.

3f. Denied. It is denied that the plaintiff harassed the defendant with phone calls. To the contrary, plaintiff acted properly at all times material hereto. Strict proof thereof is demanded at the time of trial.

3f. Denied. It is denied that the plaintiff contacted the sister of the defendant, Betty McCusker, and told her about the defendant's debt. To the contrary, plaintiff acted properly at all

times material hereto. Strict proof thereof is demanded at the time of trial.

WHEREFORE, plaintiff demands judgment in its favor on the Counterclaim together with costs of defense of this action.

**PLAINTIFF'S NEW MATTER TO DEFENDANT'S COUNTERCLAIM**

1. Plaintiff incorporates herein by reference all the allegations contained in its complaint, its reply to new matter and answer to counterclaim inclusive, as fully as though each were here set forth at length.

2. Defendant's counterclaim fails to state a cause of action upon which relief can be granted.

3. Defendant's counterclaim is barred by the Doctrines of Accord and Satisfaction, Consent, Release, Waiver, Estoppel, Laches, Statute of Frauds and the applicable Statute of Limitations.

4. Plaintiff's complaint was filed in good faith.

5. Defendants' last payment on account was made on February 25, 2002.

WHEREFORE, plaintiff demands judgment in its favor on the Counterclaim together with costs of defense of this action.

GORDON & WEINBERG, P.C.

BY: 

FREDERIC I. WEINBERG, ESQUIRE  
JOEL M. FLINK, ESQUIRE  
Attorney for Plaintiff

**VERIFICATION**

**FREDERIC I. WEINBERG, ESQUIRE**, hereby states that he is the attorney for the plaintiff in this action and verifies that the statements made in the foregoing pleadings are true and correct to the best of his knowledge, information and belief.

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

  
\_\_\_\_\_  
**FREDERIC I. WEINBERG, ESQUIRE**

**CERTIFICATION OF SERVICE**

I, **FREDERIC I. WEINBERG, ESQUIRE**, hereby certify that I, on the date below, served a copy of Plaintiff's Reply to New Matter, via First Class Mail, postage pre-paid, to all other parties or their counsel of record.

  
\_\_\_\_\_  
**FREDERIC I. WEINBERG, ESQUIRE**

Dated: 12/23/01

GORDON & WEINBERG, P.C.  
BY: JOEL M. FLINK, ESQUIRE  
BY: FREDERIC I. WEINBERG, ESQUIRE  
Attorney I.D. No. 41200/41360  
1001 E. Hector Street, Suite 220  
Conshohocken, PA 19428  
(484) 351-0500  
Fax (484) 351-0501

Attorneys for Plaintiff


Cavalry Portfolio Services, LLC as	:	CLEARFIELD COUNTY
Assignee of Cavalry Investments, LLC	:	COURT OF COMMON PLEAS
as Assignee of Key Bank	:	
	:	
Plaintiff	:	
v.	:	
	:	
Betty McCusker and Dale Shomo	:	
	:	
Defendant	:	NO. 06-268-CD

**CERTIFICATE OF SERVICE**

Pursuant to penalties of 18 Pa. C.S.A. Section 4904, the undersigned verifies that the Answer to Defendants' Motion for Summary Judgment was served upon the below designated, this date, in the manner noted:

Joseph Colavecchi, Esquire  
Colavecchi & Colavecchi  
221 East Market Street  
P.O. Box 131  
Clearfield, PA 16830

by first class mail.

By:   
JOEL M. FLINK, ESQUIRE  
FREDERIC I. WEINBERG, ESQUIRE  
Attorneys for Plaintiff

Date: 12-30-08



GORDON & WEINBERG, P.C.  
BY: JOEL M. FLINK, ESQUIRE  
BY: FREDERIC I. WEINBERG, ESQUIRE  
Attorney I.D. No. 41200/41360  
1001 E. Hector Street, Suite 220  
Conshohocken, PA 19428  
(484) 351-0500  
Fax (484) 351-0501

Attorneys for Plaintiff

Cavalry Portfolio Services, LLC as  
Assignee of Cavalry Investments, LLC  
as Assignee of Key Bank

Plaintiff

v.

Betty McCusker and Dale Shomo

Defendant

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

NO. 06-268-CD

**ORDER**

AND NOW, this            day of            , 2008, upon consideration  
of Defendants' Motion for Summary Judgment, any response thereto, after notice and  
opportunity for hearing, IT IS HEREBY

**ORDERED** that the motion is **DENIED**.

BY THE COURT:

\_\_\_\_\_  
J.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAVALRY PORTFOLIO SERVICES,  
LLC as Assignee of Cavalry  
Investments, LLC, as Assignee  
of Key Bank,

Plaintiff

vs.

BETTY McCUSKER and DALE SHOMO,  
Defendants

CIVIL DIVISION

268  
No. 06 - 368 - CD

**PRAECIPE TO WITHDRAW MOTION  
FOR SUMMARY JUDGMENT**

Filed on Behalf of:

Defendants, BETTY McCUSKER  
and DALE SHOMO

Counsel of Record for This  
Party:

JOSEPH COLAVECCHI, ESQUIRE  
Pa. I.D. #06810

COLAVECCHI & COLAVECCHI  
221 East Market Street  
P.O. Box 131  
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF  
COLAVECCHI  
& COLAVECCHI  
221 E. MARKET ST.  
(ACROSS FROM  
COURTHOUSE)  
P. O. BOX 131  
CLEARFIELD, PA

**FILED**  
01/05/09 4cc  
JAN 06 2009 Amy J. Colavecchi  
William A. Shaw  
Prothonotary/Clerk of Courts


IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CAVALRY PORTFOLIO SERVICES, LLC :  
as Assignee of Cavalry Investments, : No. 06 - 268 - CD  
LLC as Assignee of Key Bank, :  
Plaintiff :  
:  
vs. :  
:  
BETTY McCUSKER and DALE SHOMO, :  
Defendant :

**PRAECIPE TO WITHDRAW  
MOTION FOR SUMMARY JUDGMENT**

TO: WILLIAM SHAW, PROTHONOTARY

Please withdraw the Motion for Summary Judgment as filed on  
behalf of the Defendants, Betty McCusker and Dale Shomo, in the  
above-captioned action.

  
JOSEPH COLAVECCHI, ESQUIRE  
Attorney for Defendants

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CAVALRY PORTFOLIO SERVICES, :  
LLC, as Assignee of Cavalry : No. 06 - <sup>2</sup>68 - CD  
Investments, LLC, as Assignee :  
of Key Bank, :  
Plaintiff :  
vs. :  
BETTY McCUSKER and DALE SHOMO, :  
Defendants: :

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the Pre-trial Memorandum in the above-captioned action was mailed by First Class Mail, postage prepaid, the 16<sup>th</sup> day of January 2009, to the following:

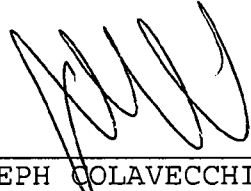
Frederic I. Weinberg  
Attorney at Law  
21 South 21<sup>st</sup> Street  
Philadelphia, PA 19103

John Sughrue  
Attorney at Law  
225 E. Market Street  
Clearfield, PA 16830

James A. Naddeo  
Attorney at Law  
P.O. Box 552  
Clearfield, PA 16830

David R. Thompson  
Attorney at Law  
P.O. Box 587  
Philipsburg, PA 16866

Christopher Shaw  
Attorney at Law  
67 Hoover Avenue  
P.O. Box 1043  
DuBois, PA 15801

  
JOSEPH COLAVECCHI, ESQUIRE  
Attorney for Defendant  
221 East Market Street  
P.O. Box 131  
Clearfield, PA 16830  
814/765-1566

LAW OFFICES OF  
COLAVECCHI  
& COLAVECCHI  
221 E. MARKET ST.  
(ACROSS FROM  
COURTHOUSE)  
P. O. BOX 131  
CLEARFIELD, PA

FILED No CC  
03/33/09  
JAN 15 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

JA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CALVARY PORTFOLIO SERVICES, LLC  
as ASSIGNEE of CAVALRY INVESTMENTS,  
LLC as ASSIGNEE of KEY BANK,  
Plaintiff

vs.

BETTY MCCUSKER and DALE SHOMO,  
Defendants

NO. 06-268-CD

ORDER

5  
**FILED**  
9/10:00Lm  
JAN 26 2009  
William A. Shaw  
Prothonotary/Clerk of Courts  
2CC Atty Michael  
ICC Atty Colavicchi  
ICC Atty Wemberg  
Faxed copy to Atty  
Michael by Judge  
Ammerman  
Office

AND NOW, this 23<sup>rd</sup> day of January, 2009, the Court being in receipt of the Defendants' (faxed) Motion to Continue Arbitration Hearing, it is the ORDER of this Court that said Motion be and is hereby **DENIED** and that the arbitration hearing scheduled in the above captioned case for January 27, 2009 shall proceed as scheduled. This Court notes that Plaintiff's counsel was notified of the arbitration date initially on November 14, 2008 and by the Court's Order of December 22, 2008 and waited until six (6) days prior to the arbitration date to request a continuance.

BY THE COURT,



FREDRIC J. AMMERMAN  
President Judge

FILED

JAN 26 2009

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 1-26-2009

☐ You are responsible for serving all appropriate parties.

☒ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s) ☒ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☒ Defendant(s) Attorney

☐ Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAVALRY PORTFOLIO SERVICES,  
LLC as Assignee of Cavalry  
Investments, LLC as Assignee of Key  
Bank

Plaintiff,

v.

BETTY MCCUSKER and DALE  
SHOMO,

Defendants

CIVIL DIVISION

No. 06-268 - CD

JURY TRIAL DEMANDED

Motion to Continue Arbitration Hearing

Code:

Filed on behalf of: Calvary Portfolio  
Services, LLC, plaintiffs

Counsel of Record for this Party:

Frederic I Weinberg  
PA ID # 41360  
Gordon & Weinberg, P.C.  
1001 E. Hector St., Suite 220  
Conshohocken, PA 19428  
215-988-9600

Thomas J. Michael  
PA ID # 30768  
Thomas J. Michael & Associates, LLC  
436 S. Main Street, Suite 200  
Pittsburgh, PA 15220  
412-921-8110

## IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

CAVALRY PORTFOLIO SERVICES, LLC	)	
as Assignee of Cavalry Investments, LLC as	)	
Assignee of Key Bank	)	
	)	
	)	
Plaintiff	)	No.
	)	
v.	)	
	)	
	)	JURY TRIAL DEMANDED
BETTY MCCUSKER and DALE SHOMO,	)	
	)	
Defendants	)	

MOTION TO CONTINUE ARBITRATION HEARING

AND NOW comes the plaintiff, Cavalry Portfolio Services, LLC, who by its attorneys Frederic I Weinberg and Gordon & Weinberg, P.C. and Thomas J. Michael and Thomas J. Michael & Associates, LLC, files the following MOTION TO CONTINUE ARBITRATION HEARING:

1. Cavalry Portfolio Services, LLC hereinafter referred to as "Cavalry" is the moving party and the plaintiff in the underlying civil action.
2. Betty McCusker and Dale Shomo , hereinafter referred to as "McCusker and Shomo" or "defendants" are the respondents to this motion and the defendants in the underlying civil action.



3. An arbitration hearing has been scheduled in this matter for One P.M. on January 27, 2009.

4. Attorney Michael, who represents Gordon & Weinberg throughout western Pennsylvania, has been scheduled to appear in Blair County Court of Common Pleas for the first of a series of conferences at which numerous cases on the Court's docket are listed for conciliation. If plaintiff does not appear or have counsel present, the Court will dismiss the case called for conciliation.

5. Because this is the first conference of this sort in Blair County, it is imperative Attorney Michael attend on behalf of Gordon & Weinberg and their clients, as well as other firms he represents in western Pennsylvania.

6. In addition, Attorney Michael is the only attorney in his firm familiar with the facts and circumstances of the instant case.

7. Plaintiffs respectfully assert and aver that it would be unduly costly and unfairly prejudicial to require Gordon & Weinberg to attend the hearing in view of the fact it has local counsel who will try this matter.

8. Counsel for the defendants, Paul Colavecchi of Colavecchi & Colavecchi has consented to the continuance by telephone and requests the matter be set for hearing on or after March 15, 2009.

WHEREFORE, for the reasons set forth above, the plaintiff respectfully MOVES this honorable Court enter and order continuing the hearing in the above captioned and numbered date from January 27, 2009, to a date convenient to the Court on or after March 15, 2009.

Respectfully submitted,

Gordon & Weinberg, P.C.


By:

---

Frederic I. Weinberg  
PA ID No. 41360

Thomas J. Michael & Associates, LLC

By:



---

Thomas J. Michael  
PA ID No. 30768

## IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

CAVALRY PORTFOLIO SERVICES, LLC  
 as Assignee of Cavalry Investments, LLC as  
 Assignee of Key Bank

Plaintiff

v.

BETTY MCCUSKER and DALE SHOMO,

Defendants

No. 06-268

JURY TRIAL DEMANDED

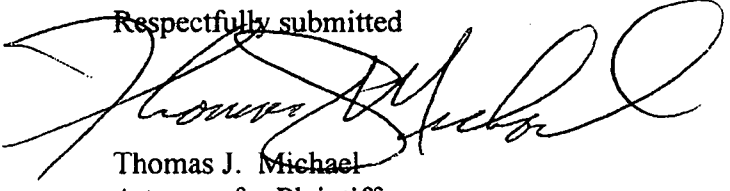
CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on the 22<sup>nd</sup> day of January, 2009, a true and correct copy of the within MOTION TO CONTINUE ARBITRATION HEARING was served on the person(s) listed below by first class, United States mail, postage prepaid and addressed as follows:

Paul Colavecchi, Esquire  
 Colavecchi & Colavecchi,  
 221 East Market Street  
 P.O. Box 131  
 Clearfield, PA 16830

And by fax at  
 (814) 765-4570

Respectfully submitted

  
 Thomas J. Michael  
 Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAVALRY PORTFOLIO SERVICES,  
LLC as Assignee of Cavalry  
Investments, LLC as Assignee of Key  
Bank

Plaintiff,

v.

BETTY MCCUSKER and DALE  
SHOMO,

Defendants

CIVIL DIVISION

No. 06-268 - CD

JURY TRIAL DEMANDED

Motion to Continue Arbitration Hearing

Code:

Filed on behalf of: Calvary Portfolio  
Services, LLC, plaintiffs

Counsel of Record for this Party:

Frederic I Weinberg  
PA ID # 41360  
Gordon & Weinberg, P.C.  
1001 E. Hector St., Suite 220  
Conshohocken, PA 19428  
215-988-9600

Thomas J. Michael  
PA ID # 30768  
Thomas J. Michael & Associates, LLC  
436 S. Main Street, Suite 200  
Pittsburgh, PA 15220  
412-921-8110

FILED NO CC  
JAN 23 2009

William A. Shaw  
Prothonotary/Clerk of Courts

2. Betty McCuster and Dale Shomo , hereinafter referred to as “McCuster and Shomo” or “defendants” are the respondents to this motion and the defendants in the underlying civil action.

3. An arbitration hearing has been scheduled in this matter for One P.M. on January 27, 2009.

4. Attorney Michael, who represents Gordon & Weinberg throughout western Pennsylvania, has been scheduled to appear in Blair County Court of Common Pleas for the first of a series of conferences at which numerous cases on the Court's docket are listed for conciliation. If plaintiff does not appear or have counsel present, the Court will dismiss the case called for conciliation.

5. Because this is the first conference of this sort in Blair County, it is imperative Attorney Michael attend on behalf of Gordon & Weinberg and their clients, as well as other firms he represents in western Pennsylvania.

6. In addition, Attorney Michael is the only attorney in his firm familiar with the facts and circumstances of the instant case.

7. Plaintiffs respectfully assert and aver that it would be unduly costly and unfairly prejudicial to require Gordon & Weinberg to attend the hearing in view of the fact it has local counsel who will try this matter.

8. Counsel for the defendants, Paul Colavecchi of Colavecchi & Colavecchi has consented to the continuance by telephone and requests the matter be set for hearing on or after March 15, 2009.

WHEREFORE, for the reasons set forth above, the plaintiff respectfully MOVES this honorable Court enter and order continuing the hearing in the above captioned and numbered date from January 27, 2009, to a date convenient to the Court on or after March 15, 2009.

Respectfully submitted,

Gordon & Weinberg, P.C.

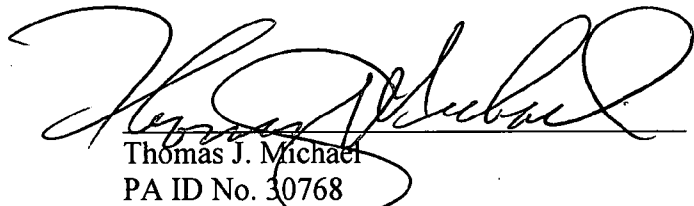
By:

---

Frederic I. Weinberg  
PA ID No. 41360

Thomas J. Michael & Associates, LLC

By:



Thomas J. Michael  
PA ID No. 30768

Thomas J. ~~Michael~~  
Attorney for Plaintiff



J.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

Cavalry Portfolio Services, LLC; as  
Assignee of Cavalry Investments, LLC,  
as Assignee of Key Bank;

vs.

Betty McCusker and Dale Shomo;

3  
**FILED**  
JAN 27 2009  
01:35 PM  
William A. Shaw  
Prothonotary/Clerk of Courts  
Notary  
to  
Amy  
W. Gibson  
Counsellor

No. 2006-00268-CD

**OATH OR AFFIRMATION OF ARBITRATORS**

Now, this 27th day of January, 2009, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

James Naddeo, Esq.

Christopher Shaw, Esq.

David R. Thompson, Esq.

*James A. Naddeo*  
Chairman  
*Christopher J. Shaw*  
*David R. Thompson*

Sworn to and subscribed before me this  
January 27, 2009

*William A. Shaw*  
Prothonotary

**AWARD OF ARBITRATORS**

Now, this 27th day of Jan, 2009, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows:

*Judgment against the PL on Plaintiff's claim  
Judgment in favor of Defendants on their counter claim  
against Plaintiff in the amount of \$1,000.00 with  
interest from 1/27/09*

*James A. Naddeo* Chairman  
*Christopher J. Shaw*  
*David R. Thompson*

(Continue if needed on reverse.)

**ENTRY OF AWARD**

Now, this 27th day of Jan, 2009, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

WITNESS MY HAND AND THE SEAL OF THE COURT

*William A. Shaw*  
Prothonotary

By \_\_\_\_\_

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

Cavalry Portfolio Services, LLC  
Cavalry Investments, LLC  
Key Bank

:

Vs.

: No. 2006-00268-CD

:

Betty McCusker Dale Shomo

NOTICE OF AWARD

TO: Frederic J. Weinberg, Esq.

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on January 27, 2009 and have awarded:

Judgment against the Plaintiff on Plaintiff's Claim. Judgment in favor of Defendant on their Counter Claim against the Plaintiff in the amount of \$1,000.00 with interest from 1/27/09.

---

William A. Shaw, Prothonotary

January 27, 2009

Date

This notice of award was placed on the docket and given by mail to the parties or their attorneys on January 27, 2009 at 1:40 P.M..

An Appeal from Award of Arbitration must be filed within thirty (30) days of date of award. Filing fee is fifty percent (50%) of the total award or the amount of compensation paid to the arbitrators, whichever is the least. Arbitrators' compensation to be paid upon appeal: \$450.00.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

Cavalry Portfolio Services, LLC  
Cavalry Investments, LLC  
Key Bank

:

Vs.

: No. 2006-00268-CD

:

Betty McCusker Dale Shomo

NOTICE OF AWARD

TO: Paul Colavecchi, Esq.

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on January 27, 2009 and have awarded:

Judgment against the Plaintiff on Plaintiff's Claim. Judgment in favor of Defendant on their Counter Claim against the Plaintiff in the amount of \$1,000.00 with interest from 1/27/09.

---

William A. Shaw, Prothonotary

January 27, 2009

Date

This notice of award was placed on the docket and given by mail to the parties or their attorneys on January 27, 2009 at 1:40 P.M..

An Appeal from Award of Arbitration must be filed within thirty (30) days of date of award. Filing fee is fifty percent (50%) of the total award or the amount of compensation paid to the arbitrators, whichever is the least. Arbitrators' compensation to be paid upon appeal: \$450.00.

CA

FILED

FEB 19 2009

William A. Shaw  
Prothonotary/Clerk of Courts

1 case to  
Att'y  
PP.  
500-

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAVALRY PORTFOLIO SERVICES,  
LLC as Assignee of Cavalry  
Investments, LLC as Assignee of Key  
Bank

CIVIL DIVISION

No. 06-268 - CD

Plaintiff,

Appeal from Award of Board of  
Arbitration

v.

Code:

BETTY MCCUSKER and DALE  
SHOMO,

Filed on behalf of: Calvary Portfolio  
Services, LLC, plaintiffs

Counsel of Record for this Party:

Defendants

Frederic I Weinberg  
PA ID # 41360  
Gordon & Weinberg, P.C.  
1001 E. Hector St., Suite 220  
Conshohocken, PA 19428  
215-988-9600

Thomas J. Michael  
PA ID # 30768  
Thomas J. Michael & Associates, LLC  
436 S. Main Street, Suite 200  
Pittsburgh, PA 15220  
412-921-8110

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

CAVALRY PORTFOLIO SERVICES, LLC  
as Assignee of Cavalry Investments, LLC as  
Assignee of Key Bank

Plaintiff

v.

BETTY MCCUSKER and DALE SHOMO,

Defendants

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No. 06-268-CD

APPEAL FROM AWARD OF BOARD OF ARBITRATION

To the Prothonotary:

CAVALRY PORTFOLIO SERVICES, LLC, as Assignee of Cavalry Investments, LLC  
as Assignee of Key Bank hereby appeals to the Court of Common Pleas of Clearfield County,  
Pennsylvania, from the AWARD of the Board of Arbitrators entered as to plaintiff's claim and  
defendant's counterclaim in the above captioned and numbered case on January 27, 2009.

Respectfully submitted,

Gordon & Weinberg, P.C.

By:

Frederic I. Weinberg

PA ID No. 41360

Thomas J. Michael & Associates, LLC

By:

Thomas J. Michael

PA ID No. 30768

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

CAVALRY PORTFOLIO SERVICES, LLC  
as Assignee of Cavalry Investments, LLC as  
Assignee of Key Bank

Plaintiff

v.

BETTY MCCUSKER and DALE SHOMO,

Defendants

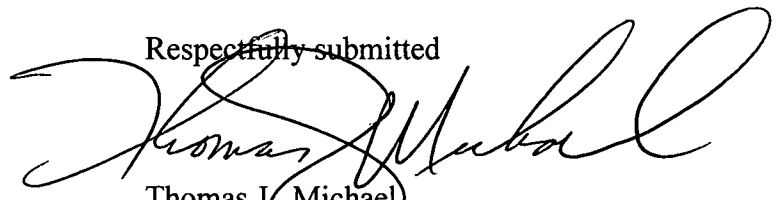
No. 06-268

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on the 17 day of February, 2009, a true and correct copy of the within MOTION TO CONTINUE ARBITRATION HEARING was served on the person(s) listed below by first class, United States mail, postage prepaid and addressed as follows:

Paul Colavecchi, Esquire  
Colavecchi & Colavecchi,  
221 East Market Street  
P.O. Box 131  
Clearfield, PA 16830

Respectfully submitted

  
Thomas J. Michael  
Attorney for Plaintiff



**FILED**

**FEB 19 2009**

m/1:40/w  
William A. Shaw  
Prothonotary/Clerk of Courts

i sent to Art

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAVALRY PORTFOLIO SERVICES,  
LLC as Assignee of Cavalry  
Investments, LLC as Assignee of Key  
Bank

CIVIL DIVISION

No. 06-268 - CD

Plaintiff,

Affidavit

v.

Code:

BETTY MCCUSKER and DALE  
SHOMO,

Filed on behalf of: Calvary Portfolio  
Services, LLC, plaintiffs

Counsel of Record for this Party:

Defendants

Frederic I Weinberg  
PA ID # 41360  
Gordon & Weinberg, P.C.  
1001 E. Hector St., Suite 220  
Conshohocken, PA 19428  
215-988-9600

Thomas J. Michael  
PA ID # 30768  
Thomas J. Michael & Associates, LLC  
436 S. Main Street, Suite 200  
Pittsburgh, PA 15220  
412-921-8110



IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

CAVALRY PORTFOLIO SERVICES, LLC  
as Assignee of Cavalry Investments, LLC as  
Assignee of Key Bank

Plaintiff

v.

BETTY MCCUSKER and DALE SHOMO,

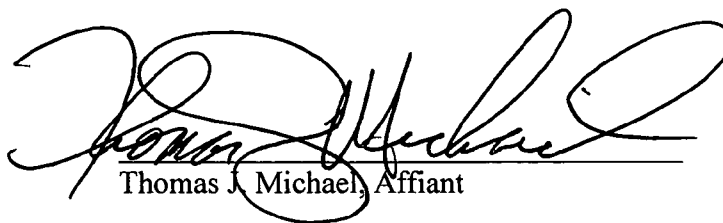
Defendants

No. 06-268-CD

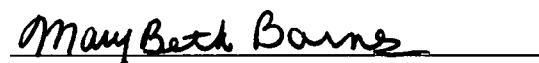
SS:

AFFIDAVIT

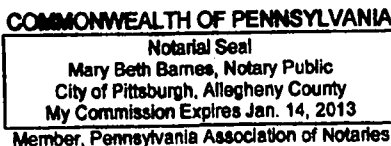
BEFORE ME, personally appeared Thomas J. Michael, local counsel for the above named plaintiff, is known, or satisfactorily proven to be, the undersigned individual, who being duly sworn according to law deposes and avers as follows: I am local counsel for the plaintiff, Cavalry Portfolio Services, LLC, and that the within appeal is not being taken for the purposes of delay but because I believe the arbitration award entered by the Arbitrators as to plaintiff's claim and the defendants' counterclaim constitutes an injustice to the plaintiff.

  
Thomas J. Michael, Affiant

Sworn and subscribed before me, a  
notary public, at Pittsburgh, Allegheny  
County, Pennsylvania, this 13 day  
of February, 2009:

  
Notary Public,  
My Commission expires:

2-13-2013



IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

CAVALRY PORTFOLIO SERVICES, LLC  
as Assignee of Cavalry Investments, LLC as  
Assignee of Key Bank

Plaintiff

v.

BETTY MCCUSKER and DALE SHOMO,

Defendants

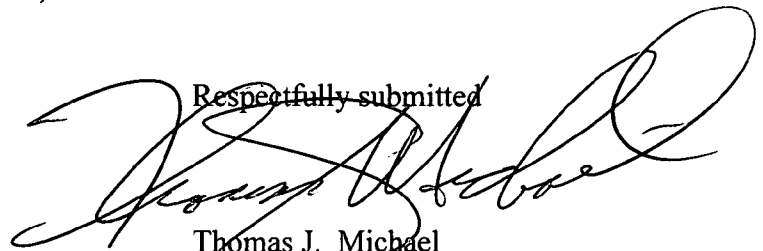
No. 06-268 CD

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on the \_\_\_\_ day of February, 2009, a true and correct copy of the within AFFIDAVIT was served on the person(s) listed below by first class, United States mail, postage prepaid and addressed as follows:

Paul Colavecchi, Esquire  
Colavecchi & Colavecchi,  
221 East Market Street  
P.O. Box 131  
Clearfield, PA 16830

Respectfully submitted



Thomas J. Michael  
Attorney for Plaintiff

LA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL DIVISION

CAVALRY PORTFOLIO SERVICES, LLC

vs.

BETTY MCCUSKER

:  
:  
: No. 06-268-CD  
:  
:

**ORDER**

AND NOW, this 3<sup>rd</sup> day of April, 2009, it is the Order of the Court that a pre-trial conference in the above-captioned matter shall be and is hereby scheduled for **Thursday, May 21, 2009 at 2:30 P.M.** in Judges Chambers, Clearfield County Courthouse, Clearfield, PA.

Additionally, if Jury Trial is demanded, Jury Selection in this matter shall be and is hereby scheduled for July 23, 2009 at 9:00 a.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:



Fredric J. Ammerman  
President Judge

**FILED**

APR 06 2009

William A. Shaw  
Prothonotary/Clerk of Courts

Attys:  
Weinberg/Flint  
J. Colavecchi

(61)

FILED

APR 06 2009

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 4/6/09

     You are responsible for serving all appropriate parties.

  X   The Prothonotary's office has provided service to the following parties:

     Plaintiff(s)   X   Plaintiff(s) Attorney      Other

     Defendant(s)   X   Defendant(s) Attorney

     Special Instructions:

FILED  
014:0061  
MAY 26 2009

2009  
Attys: Weinberg  
J. Colavacca

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CALVARY PORTFOLIO SERVICES, LLC as \*  
Assignee of Calvary Investments, LLC, as \*  
Assignee of Key Bank, \*  
Plaintiff \*  
vs. \* NO. 06-268-CD  
BETTY MCCUSKER and DALE SHOMO, \*  
Defendants \*

ORDER

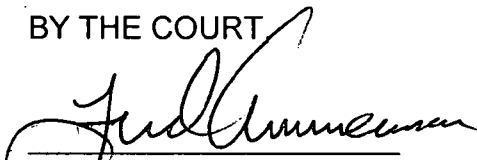
NOW, this 21<sup>st</sup> day of May, 2009, following pre-trial conference with counsel for the parties as set forth above, it is the ORDER of this Court as follows:

1. Jury Selection will be held on July 23, 2009 commencing at 9:00 a.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.
2. Jury Trial is hereby scheduled for September 16, 2009, commencing at 9:00 a.m. in Courtroom No. 1 of the Clearfield County Courthouse.
3. All depositions which are to be used for trial presentation purposes shall be completed by absolutely no later than sixty (60) days prior to the commencement of trial or the same will not be available for use at trial. A copy of the transcript of any such deposition(s) shall be provided to opposing counsel within no more than ten (10) days following completion of the deposition(s).
4. The written report of any expert who will testify at trial which has not previously been provided to opposing counsel shall be delivered within no more than sixty (60) days from this date. Failure to comply will result in the witness not being available for use at trial.
5. Any party making objections relative the testimony to be provided by any witness in the form of a deposition at the time of trial shall submit said objections to the Court, in writing, no later than forty-five (45) days prior to the commencement of

trial. All objections shall reference specific page and line numbers within the deposition(s) in question along with that party's brief relative same. The opposing party shall file an Answer thereto and submit its brief in opposition to said objections no later than thirty (30) days prior to the commencement of trial.

6. Any party filing any Motion or Petition regarding limitation or exclusion of evidence or testimony to be presented at time of trial, including but not limited to Motions in Limine, shall file the same no more than forty-five (45) days prior to the trial date. The party's Petition or Motion shall be accompanied by an appropriate brief. The responding party thereto shall file its Answer and submit appropriate response brief no later than thirty (30) days prior to trial.

BY THE COURT



FREDRIC J. AMMERMAN  
President Judge

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MAY 26 2009

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 5/26/09

- ☐ You are responsible for serving all appropriate parties.
- ☒ The Prothonotary's office has provided service to the following parties:
  - ☐ Plaintiff(s) ☒ Plaintiff(s) Attorney ☐ Other
  - ☐ Defendant(s) ☒ Defendant(s) Attorney
- ☐ Special Instructions:

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CAVALRY PORTFOLIO SERVICES, :  
LLC :

-VS- :

BETTY MCCUSKER AND DALE :  
SHOMO :

No. 06-268-CD

O R D E R

AND NOW, this 16th day of September, 2009, this being the date set for jury trial relative alleged deficiencies due on a repossessed vehicle, and the parties having reached a settlement, it is the ORDER of this Court as follows:

1. Defendants, Betty McCusker and Dale Shomo, shall pay the amount of One Thousand Five Hundred (\$1,500.00) Dollars to the Plaintiff, Cavalry Portfolio Services, LLC, through counsel, by no later than Friday, September 18, 2009. Payment shall be in the form of cash, money order or certified bank check;

2. Defendants have agreed to pay record costs in the amount of One Hundred Seventy-Three Dollars and Ninety-Two (\$173.92) Cents, representing filing fee, costs for listing for arbitration and sheriff's service fee, within no more than sixty (60) days from this date. Payment shall be made to counsel for the Plaintiff, through Defense

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William A. Shaw  
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200 Attys:

Weinberg, Flink  
J. Colevecchi



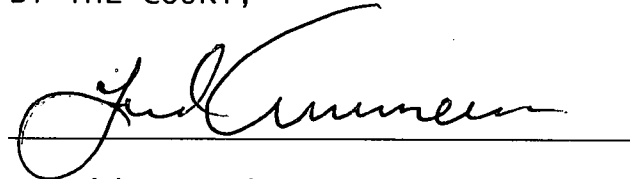
counsel, to reimburse said law firm for costs advanced;

3. The Defendants recognize that they are bound to make the settlement payments through this Order of Court. In the event a contempt petition is filed and contempt is proven by competent evidence, the Court will use its contempt powers to compel payment. In the event the Defendants would be held in contempt, the possibility exists that additional fees and costs may be assessed;

4. Defendants' counterclaim is hereby dismissed;

5. Upon receipt of full payment as set forth in Paragraphs 1 and 2 above, counsel for the Plaintiff shall cause the matter to be discontinued by filing an appropriate praecipe with the prothonotary.

BY THE COURT,

A handwritten signature in cursive script, likely of a judge, is written over a horizontal line. The signature is fluid and appears to be "J. K. ...".

President Judge

FILED

SEP 17 2009

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 9/17/09

     You are responsible for serving all appropriate parties.  
  X   The Prothonotary's office has provided service to the following parties:  
     Plaintiff(s)   X   Plaintiff(s) Attorney      Other  
     Defendant(s)   X   Defendant(s) Attorney  
     Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNS  
CIVIL DIVISION

CAVALRY PORTFOLIO SERVICES, LLC,  
CAVALRY INVESTMENTS, LLC  
KEY BANK  
Plaintiffs

vs.

BETTY MCCUSKER  
DALE SHOMO  
Defendants

NO. 2006-268-CD

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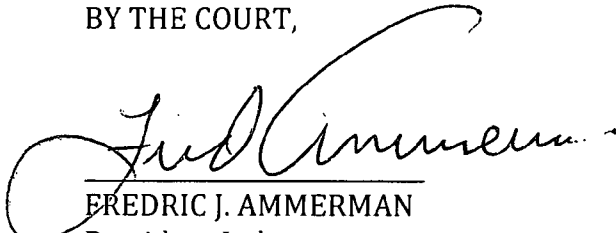
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William A. Shaw  
Prothonotary/Clerk of Courts KK

**ORDER**

NOW, this 15<sup>th</sup> day of March, 2013, upon the Court's review of the record, with the Court noting that on September 16, 2009 an Order was filed, which indicated the parties had reached a settlement; therefore, the Court considers this case to be settled, dismissed and discontinued. The Prothonotary shall code the case in Full Court as Z-SETTLA.

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

ATTY FRED WEINBERG

1601 E. HARTON ST. STE 220

CONSHOHOCKEN, PA. 19428

DEPT.

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**FILED**

**MAR 25 2013**

William A. Shaw  
Prothonotary/Clerk of Courts

Arb.  
1/27

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAVALRY PORTFOLIO SERVICES,  
LLC as Assignee of Cavalry  
Investments, LLC, as Assignee  
of Key Bank,

Plaintiff

vs.

BETTY McCUSKER and DALE SHOMO,  
Defendants

CIVIL DIVISION

No. 06 - <sup>2</sup>~~3~~68 - CD

**PRE-TRIAL MEMORANDUM**

Filed on Behalf of:

Defendants, BETTY McCUSKER  
and DALE SHOMO

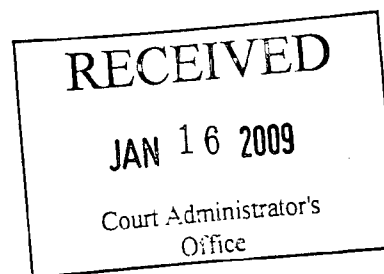
Counsel of Record for This  
Party:

JOSEPH COLAVECCHI, ESQUIRE  
Pa. I.D. #06810

COLAVECCHI & COLAVECCHI  
221 East Market Street  
P.O. Box 131  
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF  
COLAVECCHI  
& COLAVECCHI  
221 E. MARKET ST.  
(ACROSS FROM  
COURTHOUSE)  
P. O. BOX 131  
CLEARFIELD, PA



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CAVALRY PORTFOLIO SERVICES, LLC :  
as Assignee of Cavalry Investments : No. 06 - 368 - CD  
LLC, as Assignee of Key Bank, :  
Plaintiff :  
:  
vs. :  
:  
BETTY McCUSKER and DALE SHOMO, :  
Defendants:

**PRE-TRIAL MEMORANDUM**

Defendants, Betty McCusker and Dale Shomo, through their attorney, Joseph Colavecchi, Esquire, file their Pre-trial Memorandum in this case and respectfully aver as follows:

**BRIEF STATEMENT OF DEFENSE:**

Defendants allege that the are not obligated for the figures claimed by Plaintiff and Plaintiff does not have the documentation to prove their claim.

Defendants filed an Amended Answer, New Matter and Counterclaim. Plaintiff did not file a Reply to the New Matter or an Answer to the Counterclaim which means they admit the New Matter and the Counterclaim.

**LIST OF WITNESSES:**

Defendants do not plan to call any witnesses since the burden is on the Plaintiff to establish that there is any amount of money owed from Defendants to Plaintiff and how Plaintiff arrives at its claim.

**DOCUMENTS:**

Defendants do not plan to present any documentation.

Respectfully submitted,



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JOSEPH COLAVECCHI, ESQUIRE  
Attorney for Defendants