

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NISSAN MOTOR ACCEPTANCE
CORPORATION,

Plaintiff,

v.

SUSAN M. BLOOM,

Defendant.

) CIVIL DIVISION

)

)

) No. 2006-1427-CJ

)

)

) **COMPLAINT**

)

) Filed on Behalf of Plaintiff:

) NISSAN MOTOR ACCEPTANCE
CORPORATION

)

) Counsel for Plaintiff:

)

) David A. Scott

) PA I.D. No. 17387

)

) Charles J. LeClaire

) PA I.D. No. 79473

)

) LeClaire Griewahn & Scott LLC

) 105 26th Street, Suite 203

) Pittsburgh, PA 15222

(412) 560-4422

FILED

SEP 01 2006

4 11:50 PM

William A. Shaw

Prothonotary/Clerk of Courts

1 CERT TO HGT

1 CERT TO SCLR

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NISSAN MOTOR ACCEPTANCE)
CORPORATION,)
)
Plaintiff,)
) No. _____
v.)
)
SUSAN M. BLOOM,)
)
Defendant.)

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR ATTORNEY 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 LOCAL HELP.

**COURT ADMINISTRATOR
Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
TELEPHONE: (814) 765-2641 Ext. 50-51**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NISSAN MOTOR ACCEPTANCE)
CORPORATION,)
)
Plaintiff,)) No. _____
v.)
)
SUSAN M. BLOOM,))
)
Defendant.))

INTRODUCTION

This is an action for repossession of specific goods and for money damages arising out of defaults by defendant, Susan M. Bloom (hereinafter "Defendant") for nonpayment and otherwise under the terms of a Retail Installment Sale Contract whereby plaintiff, Nissan Motor Acceptance Corporation, (hereinafter "NMAC"), as assignee of TEAM MOTOR SALES, INC., financed Defendant's purchase of the following vehicle: (one) 1 new 2004 Nissan XTERRA, SW; VIN: 5N1ED28Y34C659321.

PARTIES

1. Plaintiff, Nissan Motor Acceptance Corporation, ("NMAC") is a corporation organized under the laws of Delaware, is authorized to conduct business in Pennsylvania, and has a regular place of business at 8900 Freeport Parkway, Irving, Texas 75063-6622.

2. Defendant, Susan M. Bloom, is an adult individual having a last known address of 313 Kent Street, Curwensville, Clearfield County, PA 16833-1234.

3. On or about September 9, 2004 Defendant executed a Simple Interest Retail Installment Contract (the "Contract") whereby NMAC, as assignee of TEAM MOTOR SALES, INC., financed Defendant's purchase of one (1) new 2004 Nissan XTERRA, SW; VIN: 5N1ED28Y34C659321 (the

"Vehicle"). The Cash Price for the Vehicle was \$26,018.00. A true and correct copy of the Contract is attached hereto, incorporated herein by reference and marked Exhibit "A."

4. Pursuant to the terms of the Contract, Defendant agreed to pay NMAC the Amount Financed of \$28,289.49, with interest at the rate of 1% per annum, in sixty (60) monthly installments of \$483.57 each, beginning October 9, 2004 and on the same day of each month thereafter, for a Total of Payments of \$29,014.20.

5. Pursuant to the Contract, Defendant granted NMAC a purchase money security interest in the Vehicle to secure Defendant's obligations. A true and correct copy of the Commonwealth of Pennsylvania Certificate of Title for a Vehicle evidencing NMAC's perfected first lien on the defendant's title to Vehicle is attached hereto, incorporated herein by reference and marked Exhibit "B."

6. Defendant failed and refused to make timely payments to NMAC and is in default under the terms of the Contract. As of August 21, 2006, the outstanding arrearage owed NMAC by Defendant under the Contract totaled \$4,352.13, consisting of outstanding monthly payments of \$4,303.78 and late fees of \$48.35.

7. Despite numerous demands by NMAC, Defendant has failed and refused to pay her obligations due and owing to NMAC under the Contract. NMAC has not received any payments from Defendant since November 15, 2005.

8. As a result of Defendant's defaults under the Contract, NMAC declared the entire unpaid balance of the Contract to be immediately due and payable and NMAC has an immediate and exclusive right to possession of the Vehicle. A copy of the acceleration letter dated July 20, 2006 to Defendant is attached hereto as Exhibit "C" and incorporated herein.

9. Under the terms of the Contract, Defendant agreed to reimburse NMAC for any expense incurred by NMAC in protecting or enforcing its rights under the Contract, including, without limitation,

reasonable attorneys' fees and legal expenses and all expenses of taking possession, holding, preparing for disposition and disposing of the Vehicle.

10. Upon information and belief, Defendant continues to use the Vehicle without paying NMAC, causing diminution in the value of NMAC's collateral. The approximate wholesale value for vehicles of similar age, make and model as the Vehicle is \$15,850.00.

11. As of August 21, 2006, the amount due and owing NMAC under the Contract was \$21,952.64, plus accruing interest and reasonable attorneys' fees and costs, as follows:

Current principal balance	\$21,818.81
Current interest balance	85.48
Late charges	48.35
TOTAL (plus costs, reasonable attorneys' fees and interest)	<u>\$21,952.64</u>

COUNT I
RECOVERY OF PERSONAL PROPERTY

12. NMAC incorporates herein by reference the allegations of Paragraphs 1 through 11 of the Complaint as if expressly set forth herein.

13. As a result of Defendant's failure to make payments and to otherwise comply with her other obligations under the Contract, NMAC is entitled to immediate possession of the Vehicle. Defendant is obligated to immediately surrender possession of the Vehicle to NMAC but has failed and refused to surrender the Vehicle to NMAC despite proper demand therefor.

COUNT II
BREACH OF CONTRACT

14. NMAC incorporates herein by reference the allegations of Paragraphs 1 through 13 of this Complaint as if expressly set forth herein.

15. As a result of Defendant's failure to make payments and to otherwise comply with his other obligations under the Contract, Defendant is liable to NMAC in the total amount, as of August 21, 2006, of \$21,952.64, plus accruing interest at the legal rate per annum and reasonable attorneys' fees and costs.

16. If Defendant continues to wrongfully detain the Vehicle, NMAC will continue to incur special damages in an amount which cannot be computed until removal of the Vehicle from Defendant's possession is complete, but which will include the amounts set forth in Paragraph 11 of this Complaint together with amounts expended to recover the Vehicle, including the cost of personnel and equipment necessary to remove the Vehicle from Defendant's possession.

PRAYERS FOR RELIEF

WHEREFORE, plaintiff, NISSAN MOTOR ACCEPTANCE CORPORATION prays in this action:

1. For judgment in favor of NISSAN MOTOR ACCEPTANCE CORPORATION, and against Defendant, Susan M. Bloom, for the recovery and possession of the Vehicle, one (1) 2004 Nissan XTERRA, SW; VIN: 5N1ED28Y34C659321, or for damages of \$15,850, the value of same, in case NMAC cannot obtain possession of same.

2. For judgment in favor of NISSAN MOTOR ACCEPTANCE CORPORATION, and against Defendant, Susan M. Bloom, for damages for breach of contract in the amount of \$21,952.64 as of August 21, 2006, plus interest at the legal rate per annum.

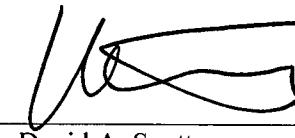
3. For special damages to be determined for Defendant's wrongful detention of the Vehicle.

4. For the costs of this action and attorneys' fees incurred by Plaintiff.

5. For such other and further relief as the Court deems just and proper.

Respectfully submitted,

LECLAIRE GRIEWAHN & SCOTT LLC

By: 

David A. Scott

PA I.D. No. 17387

105 26th Street, Suite 203
Pittsburgh, PA 15222
(412) 560-4422

Counsel for Plaintiff, NISSAN MOTOR
ACCEPTANCE CORPORATION

VERIFICATION

I, Annette Wyatt, Customer Account Representative for Nissan Motor Acceptance Corporation, verify that the facts set forth in the foregoing **Complaint** are true and correct to the best of my knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

Date: 8/21/06


Annette Wyatt
Customer Account Representative
Nissan Motor Acceptance Corporation

SIMPLE INTEREST RETAIL INSTALLMENT CONTRACT - PENNSYLVANIA

BUYER'S NAME SUSAN M BLOOM	DATE OF CONTRACT 09 SEP 2004
BUYER'S RESIDENCE OR PLACE OF BUSINESS 1613 ROBINSON AVE HYDE PA	COUNTY 16843 ZIP CODE CONTRACT NO.
CO-BUYER'S NAME AND ADDRESS 	COUNTY ZIP CODE

In this contract the words "we", "us" and "our" refer to the creditor (Seller) named below and, after an assignment of the contract, will refer to the assignee of the contract. The words "you" and "your" refer to the buyer and co-buyer, if any, named herein. The Seller intends to sell this contract to Nissan Motor Acceptance Corporation (NMAC). Seller sells you the vehicle described below on credit. The estimated credit price is shown below as the "Total Sale Price." The "Cash Price" is also shown below. By signing this contract you choose to pay the amount of credit plus any interest and other charges according to the terms and agreements shown on the face and back of this contract. If this contract is signed by a buyer and co-buyer, each is jointly and together responsible for all agreements in the contract.

YEAR 2004	NEW USED NISSAN	NAME TRADE NAME SW	BODY STYLE XTERRA	MODEL 14	ODOMETER READING SN1ED28Y34C659321	ID NUMBER			
<input checked="" type="checkbox"/> AIR CONDITONING		<input type="checkbox"/> SUN ROOF	<input checked="" type="checkbox"/> ALARM	<input type="checkbox"/> STEREO CD	<input type="checkbox"/> CD PLAYER	<input type="checkbox"/> BUMPER	<input type="checkbox"/> LEATHER INTERIOR	<input type="checkbox"/> COLOR MAROON	KEY CODE
<input type="checkbox"/> OTHER 									

USE FOR WHICH PURCHASED: PERSONAL, FAMILY OR HOUSEHOLD
 BUSINESS OR COMMERCIAL AGRICULTURAL

STATEMENT OF INSURANCE

You have the option to obtain the required coverage, and any optional coverages you desire, from a person of your choice and through any insurance company authorized to transact business in Pennsylvania, or through existing policies owned or controlled by you.

VEHICLE INSURANCE

Required Coverages

You are required to maintain insurance on the vehicle for at least collision (\$_____ deductible) and comprehensive (\$_____ deductible), or equivalent coverages, until you pay off this contract.

If you elect to obtain the required coverages from Seller, the coverages are written by _____ (name of company) and the premium and term are as follows:

Coverage	Term	Premium
\$ Deductible Comprehensive	mos. t. N/A	
S N/A	mos. s N/A	

Optional Coverages

These coverages are optional and are not required by Seller. If obtained through Seller, the premium and term are as follows:

Coverage	Term	Premium
Body Injury	mos. s N/A	
Property Damage	mos. s N/A	

(See policy or certificate of insurance for description of terms, conditions and deductible.)

TOTAL VEHICLE INSURANCE PREMIUMS: \$ N/A

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT UNLESS CHARGES FOR IT ARE SHOWN ABOVE. BY SIGNING THIS CONTRACT WITH THE ABOVE VEHICLE INSURANCE PREMIUMS IN IT, YOU VOLUNTARILY ELECT TO INCLUDE THOSE PREMIUMS IN THE AMOUNT FINANCED.

CREDIT 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 the following: **GUARANTEED TRUST LIFE INS** (name of company) of _____ (home address) for the premium shown below.

Type	Term	Premium
Credit Life	mos. s N/A	
Joint Credit Life	60 mos. s N/A	
Credit Disability	60 mos. s 1247.61	
Joint Credit Disability	mos. s N/A	

TOTAL CREDIT INSURANCE PREMIUMS: \$ 1247.61

(CREDIT INSURANCE)

If you purchase Credit Disability Insurance, it will be paid in monthly scheduled up to a maximum of \$ 1247.61 per month while the named insured is disabled as defined in the policy, subject to a disability period and up to a maximum amount of \$ 28289.49. If you have purchased Credit Life Insurance, it will pay the balance that would be owing if all payments as originally scheduled have been timely made as of the death of the named insured and the cause of death is not excluded, up to a maximum of \$ 28289.49. The policies or certificates issued by the company will more fully describe all the terms and conditions.

- I want: Credit Life (on Buyer's life only)
 Joint Credit Life (on Buyer's and Co-Buyer's lives)
 Credit Disability (on Buyer only)
 Joint Credit Disability (on Buyer and Co-Buyer)

Susan M Bloom

SIGNATURE

GUARANTEED AUTO PROTECTION ("GAP") AGREEMENT (OPTIONAL)

This GAP Agreement, or debt cancellation agreement, is not required to obtain credit and will not be provided unless you sign and agree to pay the cost indicated below.

The GAP Agreement is available from _____ (name of provider) of _____ (provider's address) for the amount shown below. The contract or certificate issued by the provider will more fully describe all the terms and conditions of this GAP Agreement.

Term _____ months Cost \$ _____

Any Seller-provided GAP Agreement is attached as part of this contract.

Buyer and Co-Buyer want this GAP Agreement.

Buyer _____ Co-Buyer _____

NOTICE: THE FOLLOWING APPLIES TO THE SALE OF A USED VEHICLE ONLY. 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 THIS DOCUMENT.

AVISO: LO SIGUIENTE APLICA A LA VENTA DE UN VEHICULO USADO UNICAMENTE. LA INFORMACION QUE USTED VE EN EL FORMULARIO DE LA VENTADA DE ESTE VEHICULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACION DEL FORMULARIO DE LA VENTADA SUPERPUEDE CUALQUIERA DE LAS DISPOSICIONES CONTRARIAS EN ESTE DOCUMENTO.

SEE OTHER SIDE FOR ADDITIONAL TERMS AND CONDITIONS, INCLUDING DISCLAIMER OF WARRANTIES, WHICH ARE A PART OF THIS CONTRACT.

NOTICE: THIS CONTRACT CONTAINS AN ARBITRATION CLAUSE. PLEASE SEE OTHER SIDE.

The Annual Percentage Rate May Be Negotiable With The Dealer.

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

Buyer _____

Signed here _____

Address 1613 ROBINSON AVE HYDE PA 16843

Zip _____ Phone (814) 765-4467

BUYER ACKNOWLEDGES RECEIPT OF A FULLY COMPLETED COPY OF THIS RETAIL INSTALLMENT CONTRACT WITH NO BLANK SPACES.

Buyer signs here _____

Seller's Address 1613 ROBINSON AVE HYDE PA 16843

Seller's Name TEAM MOTOR SALES, INC.

DISCLOSURES PURSUANT TO TRUTH-IN-LENDING ACT

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

1.00 %

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

\$ 724.71

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

\$ 28289.49

Total of Payments (The amount you will have paid after you have made all payments as scheduled.)

\$ 29014.20

Total Sale Price (The total price of your purchase credit, including your downpayment of \$ 2316.08.)

\$ 31330.28

Payment Schedule. Your payment schedule will be:

NUMBER OF PAYMENTS	AMOUNT OF EACH PAYMENT	PAYMENTS ARE DUE
One Payment of	\$	On
59	Payments of \$ 483.57	Monthly, Beginning 09 OCT 2004
One Final Payment of \$ 483.57		On 09/09/2009

SECURITY INTEREST: You are giving a security interest in the vehicle being purchased.

IF YOU FAIL TO PAY ON TIME, you will be charged two percent per month on the amount of the payment in arrears.

PREPAYMENT: If you pay off in full early, you will not have to pay a penalty.

See the credit contract for additional provisions about nonpayment, default, any required payment in full before the scheduled date and security interests.

ITEMIZATION OF THE AMOUNT FINANCED

1. A. Cash Price of Motor Vehicle (Inv. Am.) \$ 26018.00 (A)

B. Sales Tax \$ 1598.46 (B)

C. Other Taxes \$ 0.00 (C)

D. \$ 0.00 (D)

E. \$ 0.00 (E)

F. ***Service Contract \$ 1623.00 (F)

G. ***Maintenance Contract \$ 0.00 (G)

Total Cash Price (A+B+C+D+E+F+G) \$ 29239.46 (1)

2. Downpayment

A. Trade-in (Gross Value) \$ 1000.00 (A)

Description of Trade-in: Yr. 1995 Make. GEO

Model. TRAC

I.D. Number. 2LNB8T86556909099

Odometer

B. Less Payoff on Trade-in paid to \$ N/A (B)

C. Net trade-in allowance (A-B) \$ 1316.08 (C)

D. Cash Downpayment at Closing \$ 1316.08 (D)

E. Mfr's Rebate (if any) \$ N/A (E)

F. Deferred Downpayment Due \$ N/A (F)

G. Total Cash Downpayment (D+E+F) \$ 1316.08 (G)

Total Downpayment (C-G) \$ 2316.08 (2)

3. Unpaid cash price balance (1-2) \$ 26923.38 (3)

4. Amounts paid to Insurance Cos. on your behalf (as described in Statement of Insurance):

Seller may retain or receive a portion of these amounts:

A. Total Vehicle Insurance \$ 0.00 (A)

B. Total Credit Insurance \$ 1247.61 (B)

C. GAP Agreement \$ 0.00 (C)

Total amounts paid to Insurance Cos per Statement of Insurance (A+B+C) \$ 1247.61 (4)

5. Other amounts paid to third parties on your behalf:

A. Paid to Public Officials \$ 0.00 (A)

B. License \$ 31.00 (B)

C. Registration Plates \$ 0.00 (C)

D. Certificate of Title \$ 22.50 (D)

E. PA TIRE TAX \$ 0.00 (E)

F. Filing and Notary Fees \$ 60.00 (F)

G. Paid to _____ \$ 0.00 (G)

H. Paid to _____ \$ N/A (H)

Total amounts paid to third parties (SA+B+C+D+E+F+G+H) \$ 118.50 (5)

6. Amount Financed (3+4+5) \$ 26289.49 (6)

7. Finance Charge \$ 724.71 (7)

8. Time Balance (6+7) \$ 29014.20 (8)

9. Payment Schedule - see box above.

Seller may retain or receive a portion of the Finance Charge.

NOTICES: Under the law you have the right to pay off the full amount due and, under certain conditions, to receive a refund of the finance charge. If you do not meet your contract obligations, you may lose your motor vehicle. If we repossess your motor vehicle and you do not exercise your legal right to redeem the vehicle or, if applicable, restate the contract, we will sell the vehicle. We are not liable for any deficiency in the amount you owe. If you sell the vehicle for less than the amount you owe, we will refund the surplus to you, but if not, you will remain obligated to pay the amount of any deficiency balance.

**No Service Contract or Maintenance Contract is required to purchase or obtain financing for a motor vehicle.

These are options which are fully detailed in the contracts or certificates describing them. Please read those documents before signing this contract. If you elect either of these items by signing below, the cost is included in the amount financed under this contract (line 1 and/or the 1.6).

Seller may retain or receive a portion of these amounts:

Service Contract \$ N/A Deductible Term \$ N/A mos. Cost \$ 1623.00

Maintenance Contract \$ N/A Deductible Term \$ N/A mos. Cost \$ 0.00

Buyer and Co-Buyer want a Service Contract.

Buyer and Co-Buyer want a Maintenance Contract.

Susan M Bloom

Buyer _____ Co-Buyer _____

COMMONWEALTH OF PENNSYLVANIA
CERTIFICATE OF TITLE FOR A VEHICLE

2,608

042583400017936-001

SN1ED28Y34C659321 VEHICLE IDENTIFICATION NUMBER	2004 YEAR	NISSAN MAKE OF VEHICLE	50904037401 BL TITLE NUMBER
SM BOOK TYPE	G DUP	SEAT CAP NUMBER OF SEATS	9/14/04 BOOK PRICE (AMOUNT)
9/14/04 DATE PA TITLED	9/14/04 DATE OF ISSUE	BOOK MILES NUMBER OF MILES	0000014 BOOK STATUS
		BOOK STATUS	BOOK STATUS

REGISTERED OWNER(S)

SUSAN M BLOOD
1613 RODRICKS AVE
PC POX 307
HYDE PA 16643

DISCLOSURE STATUS
<input type="checkbox"/> 1 - ACTUAL VEHICLE <input type="checkbox"/> 2 - VEHICLE EXCEPTS THE MECHANICAL UNITS <input type="checkbox"/> 3 - NOT THE ACTUAL VEHICLE <input type="checkbox"/> 4 - NOT THE ACTUAL VEHICLE, EXCEPT THE TRANSPORT VEHICLE <input type="checkbox"/> 5 - EXCEPT FROM DISCLOSURE DISCLOSURE
DISCLOSURE
<input type="checkbox"/> A - ANY OLD VEHICLE <input type="checkbox"/> B - CLASSIC VEHICLE <input type="checkbox"/> C - COLLECTOR'S VEHICLE <input type="checkbox"/> D - OUT OF COUNTRY <input type="checkbox"/> E - PERSONAL VEHICLE EXCLUDING <input type="checkbox"/> F - COMMERCIAL <input type="checkbox"/> G - MOTOR HOME <input type="checkbox"/> H - POLICE VEHICLE <input type="checkbox"/> I - POLITICAL <input type="checkbox"/> J - STREET RACE <input type="checkbox"/> K - RECOVERED THEFT VEHICLE <input type="checkbox"/> L - STOLEN CONVEYANCE <input type="checkbox"/> M - STOLEN VEHICLE <input type="checkbox"/> N - VEHICLE IN BAIT

FIRST Lien Holder of

NMAC

SECOND Lien Holder of

First Lien Releaser _____ DATE _____

Re _____ AUTHORIZED REPRESENTATIVE
MAILING ADDRESS

Second Lien Releaser _____ DATE _____
Re _____ AUTHORIZED REPRESENTATIVE

NMAC
PO BOX 254548
NMAC
SACRAMENTO CA 95865



On the date of the issue of this certificate of title, the official website of the Pennsylvania Department of Transportation, www.dmv.state.pa.us, contains the following statement: "This is the official website of the Pennsylvania Department of Transportation. It is not affiliated with, or part of, the Commonwealth of Pennsylvania. It is not a Commonwealth of Pennsylvania website."

ALLEN D BIEHLER

Secretary of Transportation

D. APPLICATION FOR TITLE AND LIEN INFORMATION

SUBSCRIBED AND SWORN
TO BEFORE ME

TO BE COMPLETED BY PURCHASER WHEN VEHICLE IS SOLD AND THE APPROPRIATE SECTIONS ON THE REVERSE SIDE OF THIS DOCUMENT ARE COMPLETED.

I, a co-purchaser other than your spouse or child and you want the title to be issued to "Joint Tenants With Right of Survivorship" (On death of one owner, the title goes to surviving owner) Otherwise, the title will be issued as "Tenants in Common" (On death of one owner, interest of deceased owner goes to other heirs or estate).

1ST LIEU DATE IF NO LIEU, CHECK

2ND LIEU DATE

SEAL

3RD LIEU DATE IF NO LIEU, CHECK

4TH LIEU DATE

5TH LIEU DATE

6TH LIEU DATE

FINANCIAL INSTITUTION NUMBER

The undersigned, being duly sworn, do solemnly declare that the information contained in this document is true, accurate and complete to the best of my knowledge and belief.

NAME OF APPLICANT OR PURCHASER

NUMBER OF FINANCIAL INSTITUTION NUMBER

STORE IN A SAFE PLACE. IF LOST APPLY FOR A DUPLICATE. ANY ALTERATION OR ERASURE VOIDS THIS TITLE

EXHIBIT
"B"

Blotting No 508

LECLAIRE GRIEWAHN & SCOTT LLC
ATTORNEYS-AT-LAW
SUITE 203
105 26th STREET
PITTSBURGH, PA 15222

PH. 412-560-4422

July 20, 2006

VIA CERTIFIED MAIL
NO. 7005 1160 0003 5067 4465

Susan M. Bloom
313 Kent Street
Curwensville, PA 16833-1234

**Re: Nissan Motor Acceptance Corporation (“NMAC) Account No.
90102437910710001; 2004 Nissan XTERRA, Vehicle Identification
No.: 5N1ED28Y34C659321 (the “Vehicle”); Simple Interest Retail
Installment Contract dated September 9, 2004 (the “Agreement”)**

Dear Ms. Bloom:

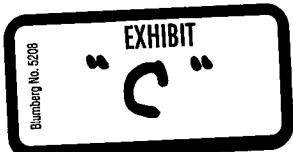
This firm represents NMAC, the assignee of the referenced Agreement, and thus holds a lien on the Vehicle which you purchased from Team Motor Sales, Inc.

Your failure to make all payments when due constitutes a default under the Agreement. Accordingly, NMAC hereby elects, as it is entitled to do under the Agreement, to declare now due and payable the entire balance due under the Agreement, exclusive of unearned interest. On behalf of NMAC, we hereby demand payment, in accordance with the terms of the Agreement, of \$21,952.64 (the “Required Payment”), which represents the current unpaid balance of principal and accrued and unpaid interest.

Unless, within thirty (30) days after your receipt of this letter, you dispute the validity of this debt, or any portion thereof, the debt will be assumed to be valid. If you notify us in writing within thirty (30) days after your receipt of this letter that the debt, or any portion thereof, is disputed, we will obtain verification of the debt or a copy of any judgment against you, and we will mail you a copy of such verification or judgment. Upon your written request within thirty (30) days after your receipt of this letter, we will provide you with the name and address of the original creditor, if different from the current creditor.

The Agreement also provides that you will reimburse NMAC for expenses and reasonable attorneys' fees that it incurs in the enforcement of its rights under the Agreement, including costs of repossession and disposition of the Vehicle. If further proceedings are necessary, these additional fees and costs will be added to the amount due.

Your cashier's or certified check for \$21,952.64 should be made payable to the order of “Nissan Motor Acceptance Corporation” and sent to the undersigned at LeClaire Griewahn & Scott LLC, 105 26th Street, Suite 203, Pittsburgh, PA 15222. In the alternative, you may contact the



Page Two
July 20, 2006

undersigned to arrange for the turnover of the Vehicle, after the sale of which the Vehicle's value will be credited against the Required Payment, but you will continue to be liable for any deficiency amount still due.

If you do not make the Required Payment as described in the preceding paragraph, NMAC may exercise any and all rights and remedies that it deems necessary or appropriate under the Agreement and applicable law, including, without limitation, recovering the Vehicle and obtaining a judgment against you for any deficiency after sale of the Vehicle.

Nothing in this letter is intended to be a waiver or release of any rights or remedies that NMAC has under the Agreement or applicable law, and all such rights and remedies are hereby expressly reserved in their entirety.

**PLEASE TAKE NOTICE THAT WE ARE ATTEMPTING TO
COLLECT A DEBT AND THAT ANY INFORMATION
OBTAINED WILL BE USED FOR THAT PURPOSE. THIS
COMMUNICATION IS FROM A DEBT COLLECTOR.**

Very truly yours,

LECLAIRE GRIEWAHN & SCOTT LLC

By:



David A. Scott, Member

cc: Addressee (via First Class Mail)
NMAC Customer Account Representative (via email)

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

SUSAN M. BLOOM
313 KENT STREET
CURWENSVILLE, PA
16833-1234

COMPLETE THIS SECTION ON DELIVERY**A. Signature**

X Susan M. Bloom Agent Addressee

B. Received by (Printed Name)

Susan M. Bloom

C. Date of Delivery

2006 JUL 20
CITY MAIL

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below:

3. Service Type

- | | |
|--|---|
| <input checked="" type="checkbox"/> Certified Mail | <input type="checkbox"/> Express Mail |
| <input type="checkbox"/> Registered | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Insured Mail | <input type="checkbox"/> C.O.D. |

4. Restricted Delivery? (Extra Fee) Yes**2. Article Number**

(Transfer from service label)

7005 1160 0003 5067 4465

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

7005	1160	0003	5067	4465
CURWENSVILLE, PA 16833				
Postage	\$	0.39		
Certified Fee		2.40		
Return Receipt Fee (Endorsement Required)		1.85		
Restricted Delivery Fee (Endorsement Required)		0.00		
Total Postage & Fees	\$	4.64		

Sent To
SUSAN M. BLOOM
Street, Apt. No.;
or PO Box No. 313 KENT STREET
City, State, ZIP+4 CURWENSVILLE, PA 16833-1234

PS Form 3800, June 2002

See Reverse for Instructions

0011
01
Postmark
Here
07/20/2006

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101888
NO: 06-1427-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: NISSAN MOTOR ACCEPTANCE CORPORATION
vs.
DEFENDANT: SUSAN M. BLOOM

SHERIFF RETURN

NOW, September 05, 2006 AT 10:00 AM SERVED THE WITHIN COMPLAINT ON SUSAN M. BLOOM DEFENDANT AT 313 KENT ST., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SUSAN M. BLOOM, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	LECLAIRE	3412	10.00
SHERIFF HAWKINS	LECLAIRE	3412	23.34

FILED
9/25/06 cm
SEP 06 2006 SN

Sworn to Before Me This

____ Day of _____ 2006

So Answers,

Chester A. Hawkins
by Marilynn Hamer
Chester A. Hawkins
Sheriff

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NISSAN MOTOR ACCEPTANCE
CORPORATION,

) No. 2006-1427-CD

Plaintiff,

) **PRAECIPE FOR DEFAULT JUDGMENT**

v.

) Filed on Behalf of Plaintiff:
NISSAN MOTOR ACCEPTANCE
CORPORATION

SUSAN M. BLOOM,

Defendant.

) Counsel for Plaintiff:

) David A. Scott
PA I.D. No. 17387

) Charles J. LeClaire
PA I.D. No. 79473

) LeClaire Griewahn & Scott LLC
105 26th Street, Suite 203
Pittsburgh, PA 15222
(412) 560-4422

FILED pd \$20.00 Atty
M/1.50cm 1cc Notice & Statement
OCT 11 2006 to Atty
LN Notice to de f
William A. Shaw
Prothonotary, Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NISSAN MOTOR ACCEPTANCE)
CORPORATION,)
)
Plaintiff,)) No. 2006-1427-CD
)
v.)
)
SUSAN M. BLOOM,))
)
Defendant.))

PRAECIPE FOR DEFAULT JUDGMENT

To the Prothonotary of Clearfield County:

Please enter judgment for Plaintiff, Nissan Motor Acceptance Corporation, and against Defendant, Susan M. Bloom, for failure to answer or otherwise plead to the Complaint herein within the time required by the applicable Pennsylvania Rules of Civil Procedure, and for failing to respond or otherwise plead within the time set forth in the Important Notice served upon Defendant pursuant to Rule 237.1 of the Pa R.C.P. Service of said Important Notice was made on September 26, 2006 by regular mail and certified mail, as evidenced by the attached copy of such Notice and the certified receipt therefor.

Please enter judgment in replevin for Plaintiff, Nissan Motor Acceptance Corporation, and against defendant, Susan M. Bloom, for immediate possession of the Vehicle described in the Complaint herein, to wit: one (1) 2004 Nissan Xterra, VIN: 5N1ED28Y34C659321; together with judgment for \$15,850, the value of same, in case Plaintiff cannot obtain possession thereof; and

Please enter judgment for money damages for Plaintiff, Nissan Motor Acceptance Corporation, and against defendant, Susan M. Bloom, in the sum of \$21,952.64, plus interest, costs and attorney's fees as prayed in the Complaint herein.

Respectfully submitted,

LeClaire Griewahn & Scott LLC

By: _____

David A. Scott

PA I.D. No. 17387

105 26th Street, Suite 203

Pittsburgh, PA 15222

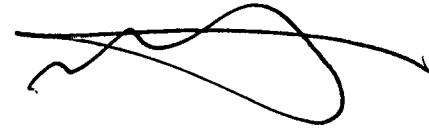
Counsel for Plaintiff, Nissan Motor Acceptance Corporation

Dated: October 9, 2006

CERTIFICATE OF SERVICE

This 9th day of October, 2006 the undersigned certifies that a true and correct copy of the foregoing Praeclipe for Default Judgment was served on defendant, Susan M. Bloom, by first class mail, postage prepaid, addressed as follows:

Susan M. Bloom
313 Kent Street
Curwensville, PA 16833-1234

A handwritten signature in black ink, appearing to read "DAVID A. SCOTT", is written over a horizontal line.

David A. Scott

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NISSAN MOTOR ACCEPTANCE)
CORPORATION,) No. 2006-1427-CD
)
Plaintiff,)
) **IMPORTANT NOTICE UNDER RULE**
) **237.1**
)
v.)
)
SUSAN M. BLOOM,) Filed on Behalf of Plaintiff:
) NISSAN MOTOR ACCEPTANCE
Defendant.) CORPORATION
)
) Counsel for Plaintiff:
)
) David A. Scott
) PA I.D. No. 17387
)
) Charles J. LeClaire
) PA I.D. No. 79473
)
) LeClaire Griewahn & Scott LLC
) 105 26th Street, Suite 203
) Pittsburgh, PA 15222
) (412) 560-4422

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NISSAN MOTOR ACCEPTANCE)
CORPORATION,)
Plaintiff,)
v.) No. 2006-1427-CD
SUSAN M. BLOOM,)
Defendant.)

IMPORTANT NOTICE

Susan Bloom
313 Kent Street
Curwensville, PA 16833-1234

Date of Notice: September 26, 2006

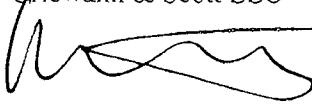
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT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

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

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

**COURT ADMINISTRATOR
Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
TELEPHONE: (814) 765-2641 Ext. 50-51**

LeClaire Griewahn & Scott LLC

By: 

David A. Scott
PA I.D. No. 17387

105 26th Street, Suite 203
Pittsburgh, PA 15222
Counsel for Nissan Motor Acceptance
Corporation

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:		0000	
<u>DAVID Scott</u> <u>105 26TH ST. SUITE 203</u> <u>PITTSBURGH PA 15222</u>		 UNITED STATES POSTAL SERVICE	
One piece of ordinary mail addressed to:		<u>SUSAN M. Bloom</u> <u>313 KENT STREET</u> <u>CURWINSVILLE, PA</u> <u>16833-1234</u>	

U.S. POSTAGE
 PAID
 PITTSBURGH PA
 15211-06
 SEP 26 2006
 AMOUNT

\$0.95
 00084884-01

PS Form 3817, January 2001

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NISSAN MOTOR ACCEPTANCE
CORPORATION,)) No. 2006-1427-CD
Plaintiff,))
v.)) **NOTICE OF ENTRY OF DEFAULT
JUDGMENT**
SUSAN M. BLOOM,)) Filed on Behalf of Plaintiff:
Defendant.)) NISSAN MOTOR ACCEPTANCE
CORPORATION
)) Counsel for Plaintiff:
)) David A. Scott
)) PA I.D. No. 17387
)) Charles J. LeClaire
)) PA I.D. No. 79473
)) LeClaire Griewahn & Scott LLC
)) 105 26th Street, Suite 203
)) Pittsburgh, PA 15222
)) (412) 560-4422

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

OCT 11 2006

Attest.

William L. Brown
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NISSAN MOTOR ACCEPTANCE)
CORPORATION,)
Plaintiff,)) No. 2006-1427-CD
v.)
SUSAN M. BLOOM,)
Defendant.)

NOTICE OF ENTRY OF DEFAULT JUDGMENT

To the Defendant:

Susan M. Bloom
313 Kent Street
Curwensville, PA 16833-1234

NOW THIS 14th day of October, 2006:

Please take notice that judgment in replevin was entered against you and in favor of Plaintiff, Nissan Motor Acceptance Corporation, for immediate possession of one (1) 2004 Nissan Xterra, VIN 5N1ED28Y34C659321; together with judgment in the amount of \$15,850.00, the value of the aforesaid vehicle in case Plaintiff cannot obtain possession thereof; and further

Please take notice that judgment for money damages was entered against you and in favor of Plaintiff, Nissan Motor Acceptance Corporation, in the sum of \$21,952.64, plus interest, costs and attorney's fees.


PROTHONOTARY OF CLEARFIELD COUNTY

By: _____

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

COPY

Nissan Motor Acceptance Corporation
Plaintiff(s)

No.: 2006-01427-CD

Real Debt: \$21,952.64

Atty's Comm: \$

Vs. Costs: \$

Int. From: \$

Susan M. Bloom Entry: \$20.00
Defendant(s)

Instrument: Default Judgment

Date of Entry: October 11, 2006

Expires: October 11, 2011

Certified from the record this October 11, 2006



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

LECLAIRE GRIEWAHN & SCOTT LLC
ATTORNEYS-AT-LAW
SUITE 203
105 26th STREET
PITTSBURGH, PA 15222

DAVID A. SCOTT
MEMBER

PHONE: (412) 560-4422
scott@lg-law.com

October 9, 2006

William A. Shaw
Prothonotary of Clearfield County
230 East Market Street
Clearfield, PA 16830

Re.: Nissan Motor Acceptance Corporation v. Susan M. Bloom
No. 2006-1427-CD

Dear Mr. Shaw:

Enclosed in connection with the referenced matter are the original and copy of Plaintiff's Praeclipe for Default Judgment, and two (2) copies of the Notice of Entry of Judgment. Our check for \$20.00 payable to the Prothonotary for the filing fee is also enclosed.

Please enter judgment as requested and date stamp and return one copy of the Praeclipe and the Notice of Entry in the self addressed stamped return envelope enclosed. Please mail a copy of the completed Notice of Entry of Judgment to the defendant. A stamped envelope addressed to the Defendant is enclosed for your convenience.

Also enclosed is an Affidavit of Non-Military Service in connection with this matter.

Thank you for your assistance and please contact me if you have any questions.

Very truly yours,

LECLAIRE GRIEWAHN & SCOTT LLC



By:

David A. Scott
Member of the Firm

Enclosures as noted

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NISSAN MOTOR ACCEPTANCE CORPORATION,) No. 2006-1427-CD
Plaintiff,)
v.) **AFFIDAVIT OF NON-MILITARY SERVICE**
SUSAN M. BLOOM,) Filed on Behalf of Plaintiff:
Defendant.) NISSAN MOTOR ACCEPTANCE CORPORATION
) Counsel for Plaintiff:
) David A. Scott
) PA I.D. No. 17387
) Charles J. LeClaire
) PA I.D. No. 79473
) LeClaire Griewahn & Scott LLC
) 105 26th Street, Suite 203
) Pittsburgh, PA 15222
) (412) 560-4422

FILED NO C.C.
4:11:50am
OCT 11 2006
WAS
William A. Shaw
Prothonotary/Clerk of Courts

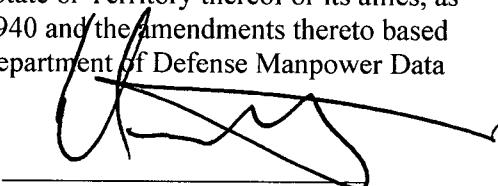
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NISSAN MOTOR ACCEPTANCE)
CORPORATION,)
Plaintiff,)) No. 2006-1427-CD
v.)
SUSAN M. BLOOM,)
Defendant.)

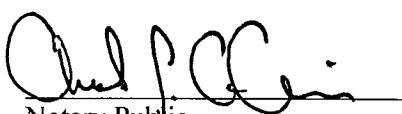
AFFIDAVIT OF NON-MILITARY SERVICE

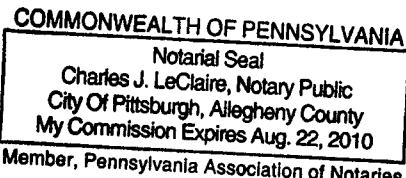
COMMONWEALTH OF PENNSYLVANIA :
:ss
COUNTY OF ALLEGHENY :

David A. Scott, being duly sworn according to law, deposes and says that he is authorized to make this Affidavit on behalf of Plaintiff; and that the defendant herein, Susan M. Bloom, is not in the Military Service of the United States, nor any State or Territory thereof or its allies, as defined in the Soldiers' and Sailors' Civil Relief Act of 1940 and the amendments thereto based upon the attached Military Status Report issued by the Department of Defense Manpower Data Center dated October 9, 2006.



Sworn to and Subscribed before
me this 9th day of October, 2006



Notary Public

Department of Defense Manpower Data Center

OCT-09-2006 07:54:35



Military Status Report
Pursuant to the Servicemembers Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
BLOOM	Susan		Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.	

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

Mary M. Snavely-Dixon

Mary M. Snavely-Dixon, Director
Department of Defense - Manpower Data Center
1600 Wilson Blvd., Suite 400
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. #167; #167; 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status by contacting that person's Military Service via the "defenselink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

If you obtain further information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

See: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>

WARNING: This certificate was provided based on a name and Social Security number (SSN) provided

by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

Report ID: OIRQPRCIZL