

06-2040-CD
GMAC LLC. vs Bobbie McFadden

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GMAC LLC vs Bobbie McFadden

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GMAC, LLC,

CIVIL DIVISION

Plaintiff

NO. 06-2040-CD

vs.

BOBBIE L. McFADDEN,

COMPLAINT

Defendant

CIVIL ACTION--Contract

FILED ON BEHALF OF:

GMAC, LLC
Plaintiff

COUNSEL OF RECORD
FOR THIS PARTY:

RUSSELL R. SANDERS, ESQUIRE
PA I.D. #36636

MAY, LONG & SANDERS, P.C.
FIRM #475
5755 US STEEL TOWER
PITTSBURGH, PA 15219-2782
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William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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GMAC, LLC,

Plaintiff

NO.

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BOBBIE L. McFADDEN;

Defendant

CIVIL ACTION -- Contract

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 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 OR KNOW A LAWYER, THEN YOU SHOULD GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

**DAVID S. MEHOLICK
COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD PENNSYLVANIA 16830
Telephone: (814) 765-2641, EXT. 5982**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

GMAC, LLC,

NO.

Plaintiff

CIVIL ACTION -- Contract

vs.

BOBBIE L. McFADDEN,

Defendant

COMPLAINT

AND NOW, comes the Plaintiff, GMAC, LLC, and through its attorneys, MAY, LONG & SANDERS, and RUSSELL R. SANDERS, ESQUIRE, makes the following Complaint in Civil Action-- Contract:

1. The Plaintiff, GMAC, LLC (hereinafter GMAC), is an entity organized under the laws of Delaware registered to do business in Pennsylvania with its principal offices located in Michigan and maintaining an office for the transaction of business at P O Box 7041, Troy, Michigan, 48007.
2. The Defendant, BOBBIE L. McFADDEN, is an individual residing at 305 Treasure Lake, Dubois, Pennsylvania, 15801.
3. On April 6, 2005, St. Marys Chevrolet, Inc., 863 St. Marys Road, St. Marys, PA, 15857, leased a 2005 Cadillac XLR, bearing Serial No. 1G6YV34A155603609, to said Defendant under a Lease Agreement, a copy of which is attached hereto, made a part hereof, and marked Exhibit A.
4. The Lease Agreement requires the Defendant to make 24 monthly lease payments of \$1,586.23 each on the date specified on said Lease Agreement.

5. On or about April 6, 2005, the lessor under said Lease Agreement, for value received, assigned and transferred to the said Plaintiff its right, title and interest in the said Lease Agreement and the property covered thereby. Said assignment is endorsed on the front of said Lease Agreement as will more fully appear on the reference to Exhibit A of this Complaint. Due notice of this assignment was given to the Defendant.

6. Defendant made monthly payments under the Lease Agreement until August 6, 2005, at which time the said Defendant defaulted in the payments under said Lease Agreement and made no further payments to Plaintiff.

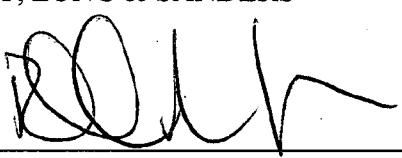
7. Said vehicle was then peaceably repossessed by Plaintiff on or about August 12, 2005, and after due notice to Defendant was resold on or about November 23, 2005 for \$53,200.00, said amount being the best price obtainable.

8. That after application of the amount received on the resale of the vehicle, after applicable repossession expenses, there remained a balance due the Plaintiff of \$27,116.02.

WHEREFORE, Plaintiff demands judgment against the Defendant in the amount of \$27,116.02 upon the foregoing Complaint in Civil Action-Contract.

MAY, LONG & SANDERS

BY:


RUSSELL R. SANDERS, ESQUIRE
Attorney for Plaintiff

LESSEE (and CO-LESSEE) ("You") name and address, including county
BOBBIE MCFADDEN
 N/A
 1943 OATES ST
 DOTHAN, AL 36301-

Garaging address (if different)

N/A

Principal driver (if business use)

N/A

LESSOR (Retailer)

ST MARYS CHEVROLET
 863 S S. MARYS ROAD
 ST MARYS, GA 31857

This is an agreement to lease a vehicle. This is not a purchase agreement. You are not buying the vehicle. By signing this lease, you agree to everything on the front and back of this page. "We," "us," and "our" refer to Lessor named above and any assignee. An "assignee" is a person to whom this lease is assigned (if it is assigned).

If this box is checked, Lessor (Retailer) will assign this lease and sell the vehicle to General Motors Acceptance Corporation ("GMAC").

If this box is checked, GMAC helped to arrange this lease and Lessor (Retailer) will assign it and sell the vehicle to Central Originating Lease Trust.

If this box is checked, Lessor (Retailer) will assign this lease and sell the vehicle to **N/A**

If this box is checked, Lessor (Retailer) intends not to assign this lease.

BOBBIE MCFADDEN

004-9077-32131 PB

004-9077-32131

THE VEHICLE YOU ARE LEASING

New/Used	Year	Make & Model	Body Style	Vehicle ID #	Mileage	Primary Use
NEW	2005	CADILLAC XLR		1G6YV34A155603609	4 <input checked="" type="checkbox"/> Personal, Family, or Household <input type="checkbox"/> Commercial, Business, or Agricultural	GWV (if truck) <input type="checkbox"/> Public Conveyance

Dealer installed Options: **N/A**

FEDERAL CONSUMER LEASING ACT DISCLOSURES

1. Amount Due at Lease Signing or Delivery (Itemized Below)*	2. Monthly Payments Your first monthly payment of \$ 1,586.23 is due on 4/6/2005 , followed by 23 payments of \$ 1,586.23 due on the 6 of each month. The total of your monthly payments is \$ 38,069.52	3. Other Charges (not part of your monthly payment) Disposition fee (if you do not purchase the vehicle) N/A	4. Total of Payments (The amount you will have paid by the end of the lease.) Total \$ 0.00 \$ 39,069.52
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*Itemization of Amount Due at Lease Signing or Delivery

5. Amount Due at Lease Signing or Delivery:

a. Capitalized cost reduction	\$ 1,000.00	6. How the Amount Due at Lease Signing or Delivery will be paid:
b. First monthly payment	\$ 1,586.23	a. Net trade-in allowance \$ N/A
c. Refundable security deposit	\$ N/A	b. Rebates and noncash credits \$ BONUS (1,000.00) \$ 1,000.00
d. Title fees	\$ N/A	c. Amount to be paid in cash \$ 1,586.23
e. Registration fees	\$ N/A	
f. Sales/use tax	\$ N/A	
g. N/A	\$ N/A	
h. N/A	\$ N/A	
i. N/A	\$ N/A	
j. Total	\$ 2,586.23	d. Total \$ 2,586.23

7. Your monthly payment is determined as shown below:

a. Gross capitalized cost. The agreed upon value of the vehicle (\$ 81,075.00) and any items you pay for over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance)	\$ 81,791.28
b. Capitalized cost reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash you pay that reduces the gross capitalized cost	\$ 1,000.00
c. Adjusted capitalized cost. The amount used in calculating your base monthly payment	\$ 80,791.28
d. Residual value. The value of the vehicle at the end of the lease used in calculating your base monthly payment	\$ 50,803.50
e. Depreciation and any amortized amounts. The amount charged for the vehicle's decline in value through normal use and for other items paid over the lease term	\$ 29,987.78
f. Rent charge. The amount charged in addition to the depreciation and any amortized amounts	\$ 7,519.14
g. Total of base monthly payments. The depreciation and any amortized amounts plus the rent charge	\$ 37,506.92
h. Lease payments. The number of payments in your lease	\$ 24
i. Base monthly payment	\$ 1,562.79
j. Monthly sales/use tax (estimated)	\$ 23.44
k. Total monthly payment	\$ N/A
	\$ 1,586.23

Early Termination. You may have to pay a substantial charge if you end this lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the lease is terminated. The earlier you end the lease, the greater this charge is likely to be.

8. Excessive Wear and Use. You may be charged for excessive wear based on our standards for normal use and for mileage in excess of **15,000** miles per year at the rate of \$ **20.00** per mile.

9. Purchase Option at End of Lease Term. You have an option to buy the vehicle at the end of the lease term for \$ **50,803.50**, plus official fees and taxes.

10. Other Important Terms. See your lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, and insurance.

11. ITEMIZATION OF GROSS CAPITALIZED COST.

a. Agreed upon value of the vehicle	\$ 81,075.00
b. GMAC administrative fee	+ \$ 595.00
c. License/registration/title fees	+ \$ 32.50
d. Sales tax	+ \$ N/A
e. Other tax (describe) N/A	+ \$ N/A
f. Optional service contract	+ \$ N/A
g. Optional maintenance contract	+ \$ N/A
h. Optional life insurance	+ \$ N/A

16. CHARGE FOR FINES. If the government places a fine on the vehicle and you do not pay it promptly, we may pay it. Each time we pay a fine, you will pay us the fine plus \$20.

17. SCHEDULED LEASE END DATE. This lease is scheduled to end **04/05/2007**. You are scheduled to return the vehicle on this date. (month) (day) (year)

18. LEASE END DAILY EXTENSION CHARGE. \$ **86.00** per day (plus tax), beginning on the eighth day after scheduled lease end date.

19. REQUIRED VEHICLE INSURANCE INFORMATION. You affirm that liability and physical damage policies that meet our requirements (see the other side) are in force on the date of this lease as follows: **ALLSTATE**
Insurance company name: **ALLSTATE**

11. ITEMIZATION OF GROSS CAPITALIZED COST.

a. Agreed upon value of the vehicle	\$ 81,075.00
b. GMAC administrative fee	+ \$ 595.00
c. License/registration/title fees	+ \$ 32.50
d. Sales tax	+ \$ N/A
e. Other tax (describe) N/A	+ \$ N/A
f. Optional service contract	+ \$ N/A
g. Optional maintenance contract	+ \$ N/A
h. Optional life insurance	+ \$ N/A
i. Optional disability insurance	+ \$ N/A
j. DOC FEE, LIEN FEE, TIRE TAX, ONLINE REG	+ \$ 88.78
k. N/A	+ \$ N/A
i. Gross Capitalized Cost	= \$ 81,791.28

12. THE VEHICLE YOU ARE TRADING.

	(year)	(make)	(model)
Gross trade-in value			N/A
Payoff	- \$		N/A
Net trade-in value	= \$		N/A

13. OFFICIAL FEES AND TAXES. You will pay all government license, title, registration, testing, and inspection fees for the vehicle. You will pay all taxes on the lease or the vehicle that the government levies on you, the vehicle, or us (except our net income taxes). We may change your monthly payment if taxes change. We may bill you separately for official fees and taxes.

TOTAL ESTIMATED FEES AND TAXES YOU MUST PAY DURING LEASE \$ 1,689.19

The actual total of fees and taxes may be higher or lower depending on tax rates in effect or the vehicle value when a fee or tax is assessed.

a. Title/lien fees	\$ 27.50
b. Registration fees/taxes	\$ N/A
c. License fees/taxes	\$ 10.00
d. Sales/use taxes (including tax on capitalized cost reduction)	\$ 562.60
e. Excise taxes	\$ N/A
f. Property taxes	\$ 1,060.31
g. Other (describe) N/A	\$ N/A
h. Other (describe) ONLINE REG FEE, TIRE TAX, DEALER ONLINE	\$ 28.78
i. Other (describe)	\$ N/A

14. MILEAGE.

Base Mileage Allowance. **XX** 15,000 miles/year. Low mileage: 12,000 miles/year. Medium-duty truck (gasoline): 25,000 miles/year. Medium-duty truck (diesel): 35,000 miles/year

Extra Miles. You are buying **N/A** extra miles at \$ **N/A** per mile. If this lease ends on or after the last scheduled payment is due, we will credit you with \$ **N/A** per mile for each unused extra mile. There will be no credit if the lease ends early, you buy the vehicle, or the vehicle is a total loss.

Total Allowed Mileage on the Odometer at Lease End is **30,004** miles.

Starting odometer mileage **4** miles
Base mileage allowance **+ 30,000** miles
Purchased extra miles **+ N/A** miles

Excess Mileage Charge. The excess mileage charge is \$ **20.00** per mile for each mile beyond the total allowed miles, plus tax. If the lease ends early and the vehicle is not a total loss, any excess mileage and wear charge will not be more than residual value minus the vehicle sale price. There is no excess mileage charge if you buy the vehicle.

15. LATE CHARGE. If you do not pay a monthly payment in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.

THIS IS THE ENTIRE AGREEMENT. This lease, including the front and back of this form, contains the entire agreement between you and us relating to the lease of the vehicle. Any change to the terms of this lease must be in writing and signed by you and us. No oral changes are binding.

LESSEE: **Robert L. M. Ladd** **XX** **BY: X**
We may delay or refrain from enforcing any of our rights under this lease without losing them.

16. CHARGE FOR FINES. If the government places a fine on the vehicle and you do not pay it promptly, we may pay it. Each time we pay a fine, you will pay us the fine plus \$20.

17. SCHEDULED LEASE END DATE. This lease is scheduled to end **04/05/2007**. You are scheduled to return the vehicle on this date. (month) (day) (year)

18. LEASE END DAILY EXTENSION CHARGE. \$ **86.00** per day (plus tax), beginning on the eighth day after scheduled lease end date.

19. REQUIRED VEHICLE INSURANCE INFORMATION. You affirm that liability and physical damage policies that meet our requirements (see the other side) are in force on the date of this lease as follows:

Insurance company name: **ALLSTATE** 
Insurance agency name: **N/A**
Agency address: **814-371-5600**
Agency phone no.: **DOUGLAS ELL**
Agent's name: **001935104**

Policy no.: **□ Liability** **□ Physical damage**
Deductibles: Collision \$ **N/A** Comprehensive \$ **N/A**

Insurance company name: **N/A**
Insurance agency name: **N/A**
Agency address: **N/A**
Agency phone no.: **N/A**
Agent's name: **N/A**

Policy no.: **□ Physical damage**
Deductibles: Collision \$ **N/A** Comprehensive \$ **N/A**

20. OPTIONAL LIFE AND DISABILITY INSURANCE. We do not require life or disability insurance. If you sign below, we will try to get the coverage(s) checked for the lease term. We will include the premium in your base monthly payment. A notice you receive when you sign this lease describes the coverage(s). The insurance may not cover taxes and other amounts due besides the base monthly payment.

Insurer name: **N/A**
Address: _____

Life insurance (Lessee Co-Lessee Both) Premium \$ **N/A**
Coverage limit \$ **N/A**

Disability insurance (Lessee only) Premium \$ **N/A**
Monthly coverage limit \$ **N/A**

LESSEE'S SIGNATURE: **X** Age _____

CO-LESSEE'S SIGNATURE: **X** Age _____

21. WARRANTY AND EXCLUSION OF WARRANTY. You have the benefit of any warranty checked below.

Standard manufacturer's warranty **N/A**

Warranty papers that are separate from this lease state any coverage limits.
The law gives you a warranty that the vehicle conforms to the description in this lease.

THERE ARE NO OTHER EXPRESS WARRANTIES ON THE VEHICLE. WE MAKE NO IMPLIED WARRANTY OF MERCHANTABILITY. THERE IS NO WARRANTY THAT THE VEHICLE IS FIT FOR A PARTICULAR PURPOSE.

22. OPTIONAL SERVICE AND MAINTENANCE CONTRACTS.

Name **N/A** Term **N/A** months, **N/A** miles
Name **N/A** Term **N/A** months, **N/A** miles

If you are buying a service or maintenance contract now, you may pay for it at lease signing. If you do not, the price will be in the capitalized cost and you will pay rent charges on the price.

LESSEE: **Robert L. M. Ladd** **XX** **BY: X**
CO-LESSEE: _____

NOTICE TO LESSEE. 1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT. 2. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT.

4/6/2005

YOU SIGNED THIS AGREEMENT AND RECEIVED A COPY AT **ST MARYS PA** ON **4/6/2005**

LESSEE: **Robert L. M. Ladd** **XX** **BY: X**
CO-LESSEE: _____

LESSOR: **ST MARYS CHEVROLET** **XX** **BY: X**
SIGNATURE AND TITLE: **Robert L. M. Ladd** **XX** **BY: X** TITLE: **Robert L. M. Ladd** **XX**

Lessor assigns all right, title, and interest in this lease to the party identified in this lease as the intended assignee, under the terms of the Lease Plan Dealer Agreement in effect from time to time with the assignee (the "Dealer Agreement"). Lessor also assigns all right, title, and interest in the leased vehicle to the party identified in this lease as the intended assignee, or its designee, under the terms of the Dealer Agreement.

LESSOR: **ST MARYS CHEVROLET** **XX** **BY: X** TITLE: **Robert L. M. Ladd** **XX**

SEE OTHER SIDE FOR OTHER IMPORTANT AGREEMENTS INCLUDING A PROHIBITION OF TRANSFER OF YOUR INTEREST.

INSURANCE, USE, AND CARE OF THE VEHICLE

23. REQUIRED VEHICLE INSURANCE.

You must insure the vehicle through liability and physical damage policies acceptable to us. The policies must not exclude or restrict coverage if you were to drive the vehicle, or when the driver is someone you allow to drive the vehicle or who is likely to drive the vehicle. The policies must show any additional insureds and loss payees that we require. If this lease is assigned to GMAC or Central Originating Lease Trust, the initial additional insured and loss payee is "GMAC and its successors and assigns", P.O. Box 650100, Hunt Valley, MD 21065-0100. You must give us proof of insurance when we ask. **We require no other insurance.**

Liability insurance must (a) cover at least \$50,000 for property damage, \$100,000 for bodily injuries to any one person, and \$300,000 for bodily injuries for any one accident, or (b) have a combined single limit of at least \$500,000 for bodily injuries and property damage for any one accident.

For trucks of 10,000 lbs. GVW or more and public conveyance vehicles, liability insurance must instead (a) provide primary coverage of at least \$50,000 for property damage, \$100,000 for bodily injuries to any one person, and \$300,000 for bodily injuries for any one accident, and umbrella coverage of at least \$1,000,000 or (b) have a combined single limit of at least \$1,000,000 for bodily injuries and property damage for any one accident.

Physical damage insurance must have deductibles of no more than \$1,000 for collision and upset loss and \$1,000 for comprehensive fire and theft loss.

If you move to a new state, we will require coverage amounts in keeping with our requirements for the new state. We now estimate that those amounts will be the same as those in this lease, but they may be higher.

24. USE. You will not

- Use the vehicle illegally, improperly, or for hire.
- Use the vehicle in a way that your insurance policy prohibits.
- Remove the vehicle from the United States, except for trips to Canada of under 60 days.
- Move the vehicle to another state for more than 30 days without telling us.
- Change the vehicle without our written consent.
- Replace parts, accessories, or tires with rented or leased items.
- Expose the vehicle to seizure, confiscation, forfeiture, or other involuntary transfer.

You will not let anyone else do any of these things.

WHEN THE LEASE CAN END

28. SCHEDULED END. This lease is scheduled to end on the date shown on the front. If this lease ends on or after the last scheduled payment is due, we will treat the lease as if it ended as scheduled and not as if it ended early. However, if the vehicle is a total loss before the scheduled lease end date, the Gap Protection section applies.

29. LEASE END DAILY EXTENSION. At scheduled lease end, if you keep the vehicle and do not buy it, you elect to extend the lease and pay a daily extension charge beginning on the eighth day after the scheduled lease end date. The charge is shown on the front. We may limit the number of days you extend the lease. During the daily extension period, you agree to comply with the terms of this lease, other than terms that apply to monthly payments and early end. The total allowed mileage will not increase.

30. EARLY END. You may end this lease anytime. We may end this lease if you are in default or if the vehicle is a total loss.

31. DEFAULT.

You will be in default if any of these things happens:

- You do not pay on time.
- You made a material misrepresentation when you applied for this lease.
- You start a bankruptcy, receivership, or insolvency proceeding or one is started against you or your property.
- You break any other agreements in this lease.
- You do anything the law says is a default.

AT LEASE END

33. VEHICLE RETURN. At lease end, you will return the vehicle (including any dealer installed options you do not buy outright) to any reasonable place we tell you, unless you buy the vehicle. After you return the vehicle, you will call us promptly at 1-800-200-4622 and tell us where you left the vehicle.

34. OPTION TO BUY THE VEHICLE. You have an option to buy the vehicle only at scheduled lease end. See the front for the price. You must also pay any related official fees and taxes.

WHAT YOU OWE AT LEASE END

36. WHAT YOU OWE AT SCHEDULED END.

(a) **IF YOU BUY THE VEHICLE:** If you have paid us and kept your agreements, you will owe us nothing more.

(b) **IF YOU DO NOT BUY THE VEHICLE:** If you have kept your agreements, you will owe us only any excess mileage charge, any lease and daily extension charge, and our estimated or actual cost of repairing excess wear, plus any tax. (We do not have to make repairs.)

37. WHAT YOU OWE AT EARLY END. In general, unless gap protection applies, you will owe us any unpaid monthly payments. We will give you a credit for any unearned rent charge and a credit if we sell the vehicle for more than residual value. We will use the actuarial method to

25. MAINTENANCE, REPAIRS, OPERATING EXPENSES, AND DAMAGE. You will maintain and repair the vehicle to keep it in good condition. Replacement sheet metal must be new original equipment manufacturer parts. Other replacement parts must be original equipment manufacturer parts or parts of equal quality and design. (If insurance will pay for repairs, ask your insurance company to specify original equipment manufacturer sheet metal.) You will pay all maintenance, repair, and operating expenses, including gas and oil. If the odometer stops working, you must fix it immediately. You will service the vehicle as the manufacturer recommends. You will follow the manufacturer's instructions in any recall. If you don't do these things, we may do them. You will owe us our cost if we do. We may inspect the vehicle at any reasonable time and place.

When you take possession of the vehicle, you take on the risks of loss of the vehicle and of damage to it. If the vehicle is damaged, stolen, or destroyed and money becomes available from insurance, a judgment, a settlement, or the like, we will treat the money as an insurance settlement. We and/or Vehicle Asset Universal Leasing Trust will be entitled to this money. If the lease ends in connection with our receipt of the money, we will treat any money we do not use to repair the vehicle as sale proceeds.

26. EXCESS WEAR. Excess wear is wear that is beyond normal wear. Excess wear includes: (a) glass that is damaged or that you tinted; (b) a damaged or corroded body, trim, frame, crossmember, suspension, engine, powertrain, or other mechanical part; (c) damaged paint; (d) a torn, damaged, or stained interior or trunkliner; (e) a pickup bed with a sprayed-on liner; (f) sheet metal that is not original equipment sheet metal; (g) missing equipment or parts that were in or on the vehicle when delivered and not replaced with equipment or parts of equal quality and design (including a missing wheel, wheel cover, jack, or wheel wrench); (h) a tire (including spare) that is unsafe, is not the size and type the manufacturer recommends, is recapped or a snow tire, or has less than 1/8 inch of tread left at the shallowest point; (i) a damaged or worn brake that does not meet government safety standards; (j) oil leaks or low oil pressure; (k) a malfunctioning electrical system, battery, or lights; (l) any other condition that makes the vehicle run in a noisy, rough, improper, unsafe, or unlawful way; and (m) any other damage, whether or not insurance covers it.

27. LIENS. You will keep the vehicle free of liens unless we agree to them. If you do not remove any liens, we may do so. You will pay us any amount we pay to do so.

If you are in default, we may:

- End this lease and require you to pay the early end charge.
- Take the vehicle from you without demand. If the law permits, we may go on your property to take the vehicle. If the vehicle has an electronic locating device, we may use the device to find the vehicle.
- Sue you for damages and to get the vehicle back.
- Pursue any other remedy the law gives us.

We will exercise our rights without breach of the peace, at reasonable times and places, in a reasonable way, as the law permits. We may take and store any personal items that are in the vehicle. If you do not ask for these items back, we may dispose of them as the law allows. You will pay our reasonable expenses of taking these actions as the law allows. These expenses may include expenses of taking and storing the vehicle, attorney's fees, collection costs, and court costs.

32. TRANSFER. You may be able to transfer this lease instead of ending it early, if we approve. If you would like to transfer this lease, please ask us about the requirements and your responsibilities.

35. ODOMETER DISCLOSURE. Federal law requires you to tell us the vehicle's mileage in connection with a transfer of vehicle ownership. You may be fined and/or imprisoned if you do not complete the disclosure or if you make a false statement.

Definition of Early Excess Mileage and Wear Charge: Our estimated or actual cost of any repairs the vehicle needs because of excess wear (we do not have to make repairs), plus any excess mileage charge. This charge will not exceed residual value minus the vehicle sale price.

38. GAP PROTECTION. If the vehicle is a total loss before the scheduled lease end date, and we get an insurance settlement, you have gap protection.

If the money we get from your insurance is more than or equal to (1) the base monthly payment times the number of payments not yet due, (2) minus any unearned rent charge, figured by the actuarial method, plus (3) residual value, we will give you a credit for any excess. You will owe

WHEN THE LEASE CAN END

28. SCHEDULED END. This lease is scheduled to end on the date shown on the front. If this lease ends on or after the last scheduled payment is due, we will treat the lease as if it ended as scheduled and not as if it ended early. However, if the vehicle is a total loss before the scheduled lease end date, the Gap Protection section applies.

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30. EARLY END. You may end this lease anytime. We may end this lease if you are in default or if the vehicle is a total loss.

31. DEFAULT.

You will be in default if any of these things happens:

- You do not pay on time.
- You made a material misrepresentation when you applied for this lease.
- You start a bankruptcy, receivership, or insolvency proceeding or one is started against you or your property.
- You break any other agreements in this lease.
- You do anything the law says is a default.

AT LEASE END

33. VEHICLE RETURN. At lease end, you will return the vehicle (including any dealer installed options you do not buy outright) to any reasonable place we tell you, unless you buy the vehicle. After you return the vehicle, you will call us promptly at 1-800-200-4622 and tell us where you left the vehicle.

34. OPTION TO BUY THE VEHICLE. You have an option to buy the vehicle only at scheduled lease end. See the front for the price. You must also pay any related official fees and taxes.

WHAT YOU OWE AT LEASE END

36. WHAT YOU OWE AT SCHEDULED END.

(a) **IF YOU BUY THE VEHICLE:** If you have paid us and kept your agreements, you will owe us nothing more.

(b) **IF YOU DO NOT BUY THE VEHICLE:** If you have kept your agreements, you will owe us only any excess mileage charge, any lease end daily extension charge, and our estimated or actual cost of repairing excess wear, plus any tax. (We do not have to make repairs.)

37. WHAT YOU OWE AT EARLY END. In general, unless gap protection applies, you will owe us any unpaid monthly payments. We will give you a credit for any unearned rent charge and a credit if we sell the vehicle for more than residual value. We will use the actuarial method to figure the unearned rent charge. (You may ask us for a written explanation of the actuarial method.) We will treat the rent charge for each monthly period as fully earned on the period's first day. We will treat each monthly payment that you made as if we received it on its due date.

If the vehicle is a total loss, see the Gap Protection section. Otherwise, you will owe us an early end charge as follows:

- The base monthly payment times the number of payments not yet due,
- Any unearned rent charge, figured by the actuarial method,
- Any surplus (see definition in this item) on the vehicle sale,
- If there is no surplus, any Early Excess Mileage and Wear Charge (see definition in this item), plus any tax.
- The Total. If the Total is more than zero, you will owe us the Total. If the Total is less than zero, we will not give you a refund or credit.

You will also owe us any unpaid fees and taxes and any amounts due because you broke agreements in this lease. We may cancel any optional insurance or optional service, maintenance, or other contracts that we financed for you. We will give you a credit for any amount we get from cancellations.

Definition of Surplus: Unless you get an appraisal or gap protection applies, we will sell the vehicle at wholesale. If we sell the vehicle for more than residual value, the excess will be the surplus. If we sell the vehicle for residual value or less, the surplus will be zero.

Appraisal. You may get a professional appraisal of the vehicle's wholesale value. If you do so within a reasonable time, we will use the appraised value as the sale price when we figure the surplus (if any). The appraiser must be an independent third party. You and we must agree on the appraiser. You must pay for any appraisal. The appraisal will be binding.

ADDITIONAL TERMS

40. ASSIGNMENT BY LESSOR. If this lease is assigned, the assignee may designate Vehicle-Asset Universal Leasing Trust, or its trustee, as agent to hold title for the benefit of the assignee on the vehicle's certificate of title and/or registration.

Any sale and assignment will not be considered to change materially your duties, burden, or risk under this lease. Neither the assignee nor Vehicle Asset Universal Leasing Trust will have to make any repairs to the vehicle, get any insurance, or perform any service. Lessor has agreed to perform under this lease. You will look only to Lessor for these services.

After assignment, GMAC will service this lease, if GMAC is the assignee or if GMAC helped to arrange this lease. You must then make all payments to GMAC (for its or the assignee's account) or as otherwise directed. If we assign this lease, you will not receive notice of assignment.

If you are in default, we may:

- End this lease and require you to pay the early end charge.
- Take the vehicle from you without demand. If the law permits, we may go on your property to take the vehicle. If the vehicle has an electronic locating device, we may use the device to find the vehicle.
- Sue you for damages and to get the vehicle back.
- Pursue any other remedy the law gives us.

We will exercise our rights without breach of the peace, at reasonable times and places, in a reasonable way, as the law permits. We may take and store any personal items that are in the vehicle. If you do not ask for these items back, we may dispose of them as the law allows. You will pay our reasonable expenses of taking these actions as the law allows. These expenses may include expenses of taking and storing the vehicle, attorney's fees, collection costs, and court costs.

32. TRANSFER. You may be able to transfer this lease instead of ending it early, if we approve. If you would like to transfer this lease, please ask us about the requirements and your responsibilities.

35. ODOMETER DISCLOSURE. Federal law requires you to tell us the vehicle's mileage in connection with a transfer of vehicle ownership. You may be fined and/or imprisoned if you do not complete the disclosure or if you make a false statement.

Definition of Early Excess Mileage and Wear Charge: Our estimated or actual cost of any repairs the vehicle needs because of excess wear (we do not have to make repairs), plus any excess mileage charge. This charge will not exceed residual value minus the vehicle sale price.

38. GAP PROTECTION. If the vehicle is a total loss before the scheduled lease end date, and we get an insurance settlement, you have gap protection.

If the money we get from your insurance is more than or equal to (1) the base monthly payment times the number of payments not yet due, (2) minus any unearned rent charge, figured by the actuarial method, plus (3) residual value, we will give you a credit for any excess. You will owe us any unpaid fees and taxes and any amounts due because you broke agreements in this lease. We will give you a credit for any amount we get from cancellations of optional insurance, service contracts, maintenance contracts, or other contracts that we financed for you.

If the money we get from your insurance is less than (1) the base monthly payment times the number of payments not yet due, (2) minus any unearned rent charge, figured by the actuarial method, plus (3) residual value, you will owe the difference up to the amount of your insurance deductible. If the difference is more than your insurance deductible, you will also owe an excess mileage charge, up to the amount by which the difference exceeds your deductible, plus any tax on the charge. We will figure the excess mileage charge as if the lease had ended as scheduled. In either case, we will give you a credit for any amount we get from cancellations of optional insurance, service contracts, maintenance contracts, or other contracts that we financed for you. You will also owe us any unpaid fees and taxes and any amounts due because you broke agreements in this lease.

If the vehicle is a total loss and we do not get an insurance settlement, there is no gap protection. You will owe us any excess of the residual value over the vehicle's salvage value. If the lease ends before the last scheduled payment is due, you will also owe us the early end charge that applies when the vehicle is not a total loss.

39. SECURITY DEPOSIT. If you paid a security deposit, we will use it at lease end to pay anything you owe under this lease and do not pay. We will not pay you interest on the security deposit. We will not add to the security deposit any proceeds, money, or funds we receive from the security deposit. After lease end, we will give back any part of the security deposit that is left.

41. PROHIBITION OF TRANSFER OF YOUR INTEREST. YOU WILL NOT SUBLICENSE OR OTHERWISE TRANSFER (EXCEPT TO YOUR ESTATE) ANY RIGHT OR INTEREST YOU HAVE UNDER THIS LEASE OR IN THE VEHICLE WITHOUT OUR PRIOR WRITTEN CONSENT.

You may be able to transfer this lease instead of ending it early, if we approve. If you would like to transfer this lease, please ask us about the requirements and responsibilities.

42. INDEMNITY. You will protect us from all losses, damages, injuries, claims, demands, and expenses arising out of the condition, maintenance, use, or operation of the vehicle. You agree to indemnify, and hold harmless, us and our assigns from all such losses, damages, injuries, claims, demands, and expenses.

BOBBIE L. McFADDEN

VERIFICATION

I verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information, and belief. I understand that false statement made herein are subject to the penalties of 18 Pa. Cons. Stat. Ann. Section 4904 relating to unsworn falsification to authorities.

General Motors Acceptance Corporation

Date: 7-17-06

By

A handwritten signature in black ink, appearing to read "Bobbie L. McFadden", is written over a horizontal line. The signature is fluid and cursive.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GMAC, LLC,

CIVIL DIVISION

Plaintiff

NO. 2006-2040-CD

vs.

BOBBIE L. MCFADDEN,

MOTION TO FILE SHERIFF RETURN

Defendant

FILED ON BEHALF OF:

GMAC, LLC, Plaintiff

COUNSEL OF RECORD
FOR THIS PARTY:

RUSSELL R. SANDERS, ESQUIRE
PA ID #36636

MAY, LONG & SANDERS, P.C.
FIRM #475
5755 US STEEL TOWER
PITTSBURGH PA 15219-2782
(412) 471-2822

FILED *acc*
ml 10/07/07 *Attg*
FEB 08 2007
(6K)

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GMAC, LLC,

Plaintiff

vs.

BOBBIE L. MCFADDEN,

Defendant

NO. 2006-2040-CD

CIVIL ACTION-Contract

MOTION TO FILE SHERIFF RETURN

AND NOW, comes the plaintiff, GMAC, LLC and through its attorneys, May, Long & Sanders, and Russell R. Sanders, Esquire, makes the following Motion:

1. The plaintiff commenced this Civil Action--Contract matter on December 6, 2006.
2. The copy of the Complaint, the directions for service, and the Sheriff's fee were forwarded to the Sheriff's office of Clearfield County on December 6, 2006, in order that service of process could be effectuated upon the defendant.
3. Plaintiff's counsel contacted the Sheriff's office on or about January 22, 2007 inasmuch as the time for service of the Complaint had expired, and Plaintiff's counsel did not receive a Sheriff return. The Sheriff's office of Clearfield County notified plaintiff's counsel that service of process was effectuated on the defendant on December 14, 2006.
4. Plaintiff's counsel was notified by the Sheriff's office that the Sheriff's returns would be processed in the order in which the "service packages" were received by the Sheriff's office and that the Sheriff's office would not make a return for any particular case "out of turn" without an Order of Court.

5. Plaintiff's counsel attempted to enter a default judgment by forwarding the original Praeclipe for Default Judgment and the filing fee to the Prothonotary's office on February 2, 2007. Unfortunately, the Prothonotary's office would not enter the default judgment until a Sheriff's return had been filed with the Prothonotary's office. As a consequence, the original Praeclipe for Default Judgment and the filing fee were returned to plaintiff's counsel on February 6, 2007.

6. The failure of the Clearfield County Sheriff's office to timely file the Sheriff's return is preventing the meritorious prosecution of this action and is prejudicial to the plaintiff inasmuch as the plaintiff cannot commence execution proceedings until a judgment has been entered.

WHEREFORE, Plaintiff requests that an Order of Court be entered requiring the Sheriff's office to file the Sheriff's return within ten (10) days of this date of the Order.

MAY, LONG & SANDERS

BY:


Russell R. Sanders, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GMAC, LLC,

Plaintiff

vs.

BOBBIE L. MCFADDEN,

Defendant

NO. 2006-2040-CD

CIVIL ACTION-Contract

ORDER

AND NOW, this _____ day of _____, 2007, upon consideration of the foregoing Motion, it is hereby ORDERED that the Sheriff's office of Clearfield County prepare a Sheriff's return as it relates to this case, and then file the same with the Prothonotary's office within ten (10) days of the date of this Order. It is further ORDERED that the Sheriff's office of Clearfield County will notify plaintiff's counsel as to the filing of the said Sheriff's return by proving plaintiff's counsel with a copy of the said Sheriff's return for this case.

BY THE COURT

_____, J.

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

GMAC, LLC

Plaintiff

vs.

BOBBIE MC FADDEN,

Defendant

*

*

*

NO. 06-2040-CD

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ORDER

NOW, this 8th day of February, 2007, the Court noting the difficulties caused relative no Sheriff's Return having yet been filed with the Prothonotary, and in consideration of Pa. R.C.P. 405 (a) and the Plaintiff's Motion to File Sheriff Return, it is the ORDER of this Court that the Sheriff cause a Return of Service to be filed with the Prothonotary by no later than 3:30 p.m. on Friday, February 9, 2007. The Prothonotary shall notify the Court as to the filing of the return.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED 1cc to Judge Ammerman's
9/2/20 cm Office to serve
FEB 08 2007 Sheriff

2cc Atty Sanders
William A. Shaw
Prothonotary/Clerk of Courts

(6K)

2007-2-8-2007

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:

FILED

FEB 08 2007

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102222
NO: 06-2040-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: GMAC, LLC
vs.
DEFENDANT: BOBBIE L. MCFADDEN

SHERIFF RETURN

NOW, December 14, 2006 AT 1:56 PM SERVED THE WITHIN COMPLAINT ON BOBBIE L. MCFADDEN DEFENDANT AT 177 SWASHBUCKLE RD., SEC. 1 LOT E5A, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BOBBIE L. MCFADDEN, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / COUDRIET

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	MAY	20139	10.00
SHERIFF HAWKINS	MAY	20139	35.30

FILED
01/09/2007
FEB 09 2007

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

____ Day of _____ 2007

So Answers,

Chester A. Hawkins
by Marilyn Hays
Chester A. Hawkins
Sheriff

FILED

FEB 12 2007

m 13:20/w

William A. Shaw
Prothonotary/Clerk of Courts

No Court Copy

NOTICE TO DEF

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GMAC, LLC,

CIVIL DIVISION

Plaintiff

NO. 2006-2040-CD

vs.

CIVIL ACTION--Contract

BOBBIE L. McFADDEN

Defendant

PRAECIPE FOR DEFAULT JUDGMENT

FILED ON BEHALF OF:

GMAC, LLC, Plaintiff

COUNSEL OF RECORD
FOR THIS PARTY:

RUSSELL R. SANDERS, ESQ.
PA ID NO. 36636

MAY, LONG & SANDERS
FIRM NO. 475
5755 US STEEL TOWER
PITTSBURGH, PA 15219-2782
(412) 471-2822

Address for Plaintiff:

c/o Russell R. Sanders, Esquire
5755 US Steel Tower, Pgh., PA 15219

Address for Defendant:

BOBBIE L. McFADDEN
305 Treasure Lake
Dubois PA 15801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GMAC, LLC,)
Plaintiff) NO. 2006-2040-CD
vs.) CIVIL ACTION--Contract
BOBBIE L. McFADDEN)
Defendant)

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Kindly enter a judgment in favor of the Plaintiff and against the Defendant, BOBBIE L. McFADDEN, in the above-captioned matter for failure to file an answer to Plaintiff's Complaint within 20 days of service thereof; and assess the Plaintiff's damages in the amount of \$27,116.02.

I HEREBY CERTIFY that a written notice of intention to file this Praeclipe for Judgment was mailed via ordinary U.S. Mail, postage prepaid, to the Defendant on January 22, 2007, a copy of which is attached hereto.

MAY, LONG & SANDERS

BY:

Russell R. Sanders, Esquire
Attorney for Plaintiff

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

GMAC, LLC,

Plaintiff

vs.

BOBBIE L. McFADDEN,

Defendant

NO. 2006-2040-CD

NOTICE OF PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

TO: BOBBIE L. McFADDEN

Date of Notice: January 22, 2007

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

DAVID S. MEHOLICK
COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PENNSYLVANIA 16830
Telephone: (814) 765-2641, Extension 5982

By

MAY, LONG & SANDERS, P.C.

Russell R. Sanders, Esquire
MAY, LONG & SANDERS
5755 US Steel Tower
Pittsburgh, PA 15219
(412) 471-2822

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

GMAC, LLC
Plaintiff
vs.
BOBBIE MC FADDEN,
Defendant

*
*
* NO. 06-2040-CD
*
*

ORDER

NOW, this 8th day of February, 2007, the Court noting the difficulties caused relative no Sheriff's Return having yet been filed with the Prothonotary, and in consideration of Pa. R.C.P. 405 (a) and the Plaintiff's Motion to File Sheriff Return, it is the ORDER of this Court that the Sheriff cause a Return of Service to be filed with the Prothonotary by no later than 3:30 p.m. on Friday, February 9, 2007. The Prothonotary shall notify the Court as to the filing of the return.

BY THE COURT,

/s/ Fredric J Ammerman

FREDRIC J. AMMERMAN
President Judge

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

FEB 08 2007

Attest.

William J. Ammerman
Prothonotary/
Clerk of Courts