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William A. Shaw
Prothonotary/Clerk of Courts

Burton Neil & Associates, P.C.
By: Burton Neil, Esquire ID. NO. 11348
1060 Andrew Drive, Suite 170
West Chester, PA 19380
(610) 696-2120
Attorney for Plaintiff

MIDLAND FUNDING NCC-2 CORP
8875 Aero Drive Suite 200, San Diego CA 92123
Plaintiff

v.
TINA MCCUNE AKA TINA BILLOTTE
AKA TINA MCCLURE and
BARRY MCCUNE
1814 Dorey Street Ext, Clearfield PA 16830-3238
Defendant

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
: NO. 07-409-CD
: CIVIL ACTION - LAW

Complaint - 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 (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 claim set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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

LAWYER REFERENCE AND INFORMATION SERVICE
David S. Meholic
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
Telephone No. 814-765-2641 Ext. 5982

81034

May 29, 2007 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

William A. Shaw GK
Deputy Prothonotary

Burton Neil & Associates, P.C.
Burton Neil, Esquire ID. NO. 11348
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West Chester, PA 19380
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Attorney for Plaintiff

MIDLAND FUNDING NCC-2 CORP
8875 Aero Drive Suite 200, San Diego CA 92123
Plaintiff

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

v.

TINA MCCUNE AKA TINA BILLOTTE
AKA TINA MCCLURE and
BARRY MCCUNE
1814 Dorey Street Ext, Clearfield PA 16830-3238
Defendant

: NO.
: CIVIL ACTION - LAW

Complaint

1. Plaintiff, Midland Funding NCC-2 Corp, has a place of business located at 8875 Aero Drive, Suite 200, San Diego, California.

2. Defendants, Tina McCune aka Tina Billotte aka Tina McClure and Barry McCune, reside at 1814 Dorey Street Ext, Clearfield, Clearfield County, Pennsylvania.

3. On or about February 26, 2000, defendants entered into a Motor Vehicle Contract (the "Contract") with Fullington Buick-Olds-Cad-GMC (the "Dealer"), which was financed through Household. A true and correct copy of the defendants' Contract is attached hereto, marked Exhibit "A" and incorporated herein by reference.

4. On or about February 26, 2000, Dealer assigned all its right title and interest in the Contract to Household, who became the owner and holder thereof. A true and correct copy of the assignment agreement is attached hereto, marked Exhibit "B" and incorporated herein by reference.

5. On or about, October 25, 2003, defendants breached the Contract by failing to make a payment when due.

6. As a result of defendants' breach, and as provided by the Contract's terms, Household declared the entire Contract balance due and payable.

7. Plaintiff purchased the defendants' account from its predecessor in interest and is now the

holder and owner of the account.

8. Although demand was made by plaintiff upon defendants to pay the sums justly due and owing, the defendants have failed and refused to pay all or any part thereof.

9. In accordance with the Contract and the foregoing, defendants are liable to Plaintiff for the sum of \$8,451.16.

10. All conditions precedent to plaintiff's recovery from defendants, if any, have occurred.

WHEREFORE, Plaintiff demands judgment against defendants in the sum of \$8,451.16 plus the costs of this action.

Burton Neil & Associates, P.C.

By: _____
Burton Neil, Esquire
Attorney for Plaintiff

In making this communication, we advise that this firm is a debt collector.

PENNSYLVANIA
MOTOR VEHICLE INSTALLMENT SALE CONTRACT,

Dated

02/26/2000

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all scheduled payments.	Total Sale Price The total cost of your purchase on credit, including your downpayment of \$ 2779.90
15.95 %	\$ 7365.50	\$ 15768.10	\$ 23133.60	\$ 25913.50

Your Payment Schedule will be:

No. of Payments	Amount of Payments	When Payments Are Due
60	\$ 385.56	Monthly, beginning 04/11/2000
	\$ n/a	

Filing Fees: \$ 5.00

Late Charge: If a payment is late, you will be charged 2% of the portion of the payment which is late for each month, or part of a month greater than 10 days, that it remains unpaid. See below and any other Contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties. e means estimate

In this Contract
we are **FULLINGTON BUICK-OLDS-CAD-GMC**
the SELLER. P. O. BOX 211 CLEARFIELD PA 16830

Name Address Zip Code
You are **TINA M MCCUNE** **BARRY L MCCUNE**
the BUYER(S). **1113 WILLOW DRIVE CLEARFIELD PA 16830**
Name(s) Address(es) Zip Code(s)

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

TRADE-IN:

You have traded in **PLYMOUTH NEON EXPRESS**
the following vehicle:

Year and Make Description

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

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

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

By signing, you select Single Credit Life Insurance, What is your
age? Years

By signing, you select Single Credit Accident & Health Insurance
Health Insurance, which costs What is your
age? Years

Signature of Buyer to be insured for Single Credit Life Insurance

By signing, you both select Joint Credit Life Insurance, which costs What are
your ages?

By signing, you both select Joint Credit Accident & Health Insurance, which costs What are Percentage
your ages? to be insured.

1.

1. %

2.

2. %

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

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

Insurer:

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

Model Year and Make Series Body Style No. Cyl. Truck Ton Capacity Serial Number
USED 96 PLYMOUTH GR VOYAGER SW 6 1P4GP44R9TB413971

Equipped A.T. P.S. AM-FM Stereo 5 Spd. Other
with A.C. P.W. AM-FM Tape Vinyl Top

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

SOVEREIGN BANK, 1130 Berkshire Boulevard, Wyomissing, PA 19610

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

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

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

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

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

FULLINGTON BUICK-OLDS-CAD-GMC
SELLER

Barb Reed
By: Date: 02/26/2000

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

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

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

BUYER *Tina M. McCune* (SEAL) 02/26/2000 Date
BUYER *Barry L. McCune* (SEAL) 02/26/2000 Date

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

EXHIBIT A

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

TRADE-IN:
You have traded in **6 PLYMOUTH NEON EXPRESS** the following vehicle:

Year and Make Description
If a balance is still owing on the vehicle you have traded in, the Seller will pay off this amount on your behalf. You warrant and represent to us that any trade-in is free from lien, claim, encumbrance or security interest, except as shown in the Itemization of Amount Financed as the "Lien Payoff."
PROPERTY INSURANCE: You may choose the person through whom insurance is obtained against loss or damage to the Vehicle and against liability arising out of use or ownership of the Vehicle. In this Contract, you are promising to insure the Vehicle and keep it insured.
CREDIT INSURANCE IS NOT REQUIRED: Credit Life Insurance and Credit Disability Insurance are not required to obtain credit, and will not be provided unless you sign below and agree to pay the additional cost(s). Please read the NOTICE OF PROPOSED CREDIT INSURANCE on the reverse side. Your insurance certificate or policy will tell you the MAXIMUM amount of insurance available. All insurance purchased will be for the term of the credit.

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

By signing, you select Single Credit Accident & Health Insurance, which costs \$ **n/a** age? Years

Signature of Buyer to be insured for Single Credit Life Insurance

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

1. _____

2. _____

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

Signature of Buyer to be insured for Single Credit Accident & Health Insurance

By signing, you both select Joint Credit Accident & Health Insurance, which costs \$ **n/a** What are your ages? Percentage to be insured

1. _____ %

2. _____ %

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

Insurer:

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

N/U Year and Make Series Body Style No. Cyl. Truck Ton Capacity Serial Number
USED 96 PLYMOUTH GR VOYAGER SW 6 1P4GP44R9TB41397†

Equipped **A.T.** **P.S.** **AM-FM Stereo** **5 Spd.** Other
with **A.C.** **P.W.** **AM-FM Tape** **Vinyl Top**

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

SOVEREIGN BANK, 1130 Berkshire Boulevard, Wyomissing, PA 19610

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

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

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

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

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

FULLINGTON BUICK-OLDS-SAD-GMC
SELLER **John R. Reed**

02/26/2000 Date

BUYER **John M. McNamee**

(SEAL) 02/26/2000 Date

BUYER **John M. McNamee**

(SEAL) 02/26/2000 Date

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

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

Co-Signer's Signature (SEAL)	Address	Date
Co-Signer's Signature (SEAL)	Address	Date

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

Co-Owner's Signature (SEAL)	Address	Date
BUYER, CO-SIGNER AND CO-OWNER, AS APPLICABLE, ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS CONTRACT AT THE TIME OF SIGNING.		

BUYER	BUYER	CO-SIGNER	CO-SIGNER OR CO-OWNER
NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION:			
BANCONSUMER FORM PA 23-SLC (6/98)			

• 1998 BANCONSUMER SERVICE, INC.

ORIGINAL

ADDITIONAL TERMS AND CONDITIONS

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

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

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

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

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

6. WAIVERS.

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

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

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

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

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

10. YOUR PROMISES ABOUT INSURANCE: You will keep the Vehicle insured against fire, theft and collision until all sums due are paid in full. The insurance coverage must be satisfactory to us and protect your interests and our interests at the time of any insured loss. The insurance must name us as "loss-payee" on the policy. The insurance must be written by an insurance company qualified to do business in Pennsylvania and licensed to sell insurance in the state where the Vehicle is permanently garaged. The insurance policy must provide us with at least 10 days' prior written notice of any cancellation or reduction in coverage. On request, you shall deliver the policy or other evidence of insurance coverage to us. In the event of any loss or damage to the Vehicle, you will immediately notify us in writing and file a proof of loss with the insurer. We may file a proof of loss on your behalf if you fail or refuse to do so. We may endorse your name to any check, draft or other instrument we receive in payment of an insured loss or return insurance premiums. We may apply any insurance proceeds we receive to repair or replace the Vehicle if, in our opinion, it is economically feasible and you are not then in default under this Contract. Otherwise, we will apply the insurance proceeds to reduce the unpaid balance due us.

11. OUR RIGHTS IF YOU BREAK YOUR PROMISES ABOUT THE SECURITY INTEREST, VEHICLE OR INSURANCE: If you fail to keep your promises to pay filing fees, taxes, liens or the costs necessary to keep the Vehicle in good condition and repair, we may advance any money you promised to pay. If you fail to keep your promises about required insurance, we may advance money to obtain insurance to cover loss or damage, to the Vehicle. We have the choice of whether or not to advance any money for these purposes. Such insurance will be limited to an amount not greater than what you owe on this Contract. THE INSURANCE WE PURCHASE MAY BE SIGNIFICANTLY MORE EXPENSIVE AND PROVIDE YOU LESS COVERAGE THAN INSURANCE YOU COULD PURCHASE YOURSELF.

We will add any money we advance on your behalf to the balance on which we impose Finance Charges at the Annual Percentage Rate of this Contract. You agree to repay the

money advanced as we alone may specify: (i) immediately on demand, or (ii) along with your monthly payments. If we choose to allow you to repay the money advanced along with your monthly payments, we can choose the amount of these payments and how long you have to repay. If any of our rights stated in this paragraph are not permitted by law, we still have the other rights mentioned. Our payments on your behalf will not cure your failure to perform your promises in this Contract.

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

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

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

a. **ACCELERATION:** We can demand that you pay to us the entire unpaid balance owing on the Contract and all unpaid Finance Charges and other money due. You agree that you will pay this money to us in one single payment immediately upon receiving our demand.

b. **REPOSSESSION:** We can repossess the Vehicle, unless prohibited by law. We can do this ourselves, have a qualified person do it for us, or have a government official (by replevin) do it for us. You agree that we can peacefully come on to your property to do this. We may take any other things found in the Vehicle, but will return these things to you if you ask. If you want these things back, you agree to ask us in a letter sent to us by certified mail within 24 hours. If you do not send us this letter, you give up any claim to these things. You agree that we may use your license plates in repossessing the Vehicle and taking it to a place for storage.

c. **VOLUNTARY DELIVERY:** We can ask you to give us the Vehicle at a reasonably convenient place. You agree to give us the Vehicle if we ask.

d. **DELAY-IN ENFORCEMENT:** We can delay enforcing our rights under this Contract without losing any rights.

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

a. **NOTICE:** We will send you a Notice of Repossession to your last address we know about. This Notice will tell you how to buy back (redeem) the Vehicle. You will NOT have the right to reinstate the Contract. This means you will have to pay the total balance on the Contract and other amounts due. You may not get the Vehicle back by paying delinquent installments. This Notice will tell you other information required by law.

b. **REDEMPTION:** You have the right to buy back (redeem) the Vehicle within 15 days of the mailing of the Notice and at any later time before we sell the Vehicle. If you do not redeem, you give up all claim to the Vehicle.

c. **SALE:** If you don't redeem, we will sell the Vehicle. The money received at sale will be used to pay costs and expenses you owe, and then to pay the amount you owe on the Contract.

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

e. **EXPENSES:** You agree to pay the costs of repossessing, storing, repairing, preparing for sale and selling the Vehicle as may be allowed by law. These costs will only be due if:

1. Default exceeds fifteen (15) days at the time of repossession;
2. The amount of costs are actual, necessary and reasonable; and
3. We can prove the costs were paid.

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

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

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

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

19. THERE ARE NO WARRANTIES BY SELLER, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, UNLESS WE HAVE GIVEN YOU A SEPARATE WRITTEN WARRANTY OR UNLESS SELLER ENTERS INTO A SERVICE CONTRACT WITH BUYER WITHIN 90 DAYS FROM THE DATE OF THIS CONTRACT.

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

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

NOTICE—ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The signer(s) of this Contract hereby take(s) notice that Group Credit Life Insurance coverage or Group Credit Accident and Disability Insurance coverage will be applicable to this Contract if so marked on the front of this Contract, and each such type of coverage will be written by the insurance company named. This insurance, subject to acceptance by the insurer, covers only the person or persons signing the request for such insurance. The amount of charge is indicated for each type of Credit Insurance to be purchased. The term of the insurance will commence as of the date the indebtedness is incurred and will expire on the original scheduled maturity date of the indebtedness. Subject to acceptance by the insurer, refund of insurance charges will be made when due.

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

To induce you, the "Assignee" identified on the face of this Contract or as follows, *Homedale Automotive Finance, Corp.* (Name) to purchase the within Contract, the Seller hereby warrants and represents, and continues to warrant and represent that: the sale has been made in strict conformity with all applicable federal, state and local laws and regulations, including, but not limited to, Article 2 of the Pennsylvania Uniform Commercial Code (13 Pa. C.S.A. §§2101 et seq); our title to the Contract and the Vehicle covered thereby is absolute, free of all liens, encumbrances and security interests, and is subject only to the rights of the Buyer as set forth therein; the Contract is genuine, the signatures thereon are not forgeries, arose from the sale of the Vehicle therein described, and all parties thereto are of full age and had capacity to contract; the description of the Vehicle and extra equipment is complete and correct; the cash downpayment and/or trade-in allowance were actually received and no part thereof consisted of notes, post-dated checks, other credit advanced by us to Buyer or rebates or similar payments from us to the Buyer (however manufacturer rebates may constitute all or a part of the downpayment); all warranties and statements therein are true; there is owing thereon the amount financed plus interest at the annual percentage rate of the Contract set forth therein.

you. You agree that we may give up our rights against some other person but not against you. You waive due diligence in collection and all defenses based on suretyship and impairment of collateral or security.

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

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

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

10. YOUR PROMISES ABOUT INSURANCE: You will keep the Vehicle insured against fire, theft and collision until all sums due us are paid in full. The insurance coverage must be satisfactory to us and protect your interests and our interests at the time of any insured loss. The insurance must name us as "loss-payee" on the policy. The insurance must be written by an insurance company qualified to do business in Pennsylvania and licensed to sell insurance in the state where the Vehicle is permanently garaged. The insurance policy must provide us with at least 10 days' prior written notice of any cancellation or reduction in coverage. On request, you shall deliver the policy or other evidence of insurance coverage to us. In the event of any loss or damage to the Vehicle, you will immediately notify us in writing and file a proof of loss with the insurer. We may file a proof of loss on your behalf if you fail or refuse to do so. We may endorse your name to any check, draft or other instrument we receive in payment of an insured loss or return insurance premiums. We may apply any insurance proceeds we receive to repair or replace the Vehicle if, in our opinion, it is economically feasible and you are not in default under this Contract. Otherwise, we will apply the insurance proceeds to reduce the unpaid balance due us.

11. OUR RIGHTS IF YOU BREAK YOUR PROMISES ABOUT THE SECURITY INTEREST, VEHICLE OR INSURANCE: If you fail to keep your promises to pay filing fees, taxes, liens or the costs necessary to keep the Vehicle in good condition and repair, we may advance any money you promised to pay. If you fail to keep your promises about required insurance, we may advance money to obtain insurance to cover loss or damage to the Vehicle. We have the choice of whether or not to advance any money for these purposes. Such insurance will be limited to an amount not greater than you owe on this Contract. THE INSURANCE WE PURCHASE MAY BE SIGNIFICANTLY MORE EXPENSIVE AND PROVIDE YOU LESS COVERAGE THAN INSURANCE YOU COULD PURCHASE YOURSELF.

We will add any money we advance on your behalf to the balance on which we impose Finance Charges at the Annual Percentage Rate of this Contract. You agree to repay the

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

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

NOTICE—ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

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

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION.

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

ASSIGNMENT

To induce you, the "Assignee" identified on the face of this Contract or as follows, Household Auto/Car Finance Corp. (Name) to purchase the within Contract, the Seller hereby warrants and represents, and covenants to warrant and represent that: the sale has been made in strict conformity with all applicable federal, state and local laws and regulations, including, but not limited to, Article 2 of the Pennsylvania Uniform Commercial Code (13 Pa. C.S.A. §62101, et seq); our title to the Contract and the Vehicle covered thereby is absolute, free of all liens, encumbrances and security interests, and is subject only to the rights of the Buyer as set forth therein; the Contract is genuine, the signatures thereon are not forgeries, arose from the sale of the Vehicle therein described; and all parties thereto are of full age and had capacity to contract; the description of the Vehicle and extra equipment is complete and correct; the cash downpayment and/or trade-in allowance were actually received and no part thereof consisted of notes, post-dated checks, other credit advanced by us to Buyer or rebates or similar payments from us to the Buyer (however manufacturer rebates may constitute all or a part of the downpayment); all warranties and statements therein are true; there is owing thereon the Amount Financed, plus interest at the Annual Percentage Rate of the Contract set forth therein; we are duly licensed under the Pennsylvania Motor Vehicle Sales Finance Act and have duly complied with all requirements thereof with respect to the transaction and with the federal Truth-in-Lending Act and with any other federal or state law, rule or regulation applicable to this Contract; a motor vehicle title certificate showing a lien or encumbrance in favor of Assignee has been or will be applied for promptly; the registration of the Vehicle has not been suspended and the Seller knows of no facts which may result in the suspension of said registration under the Pennsylvania Motor Vehicle Financial Responsibility Act; the Buyer(s) named in the within Contract is (are) personally known to the Seller to be the same identical person(s) whose signature(s) is (are) affixed to this Contract; and Seller has no knowledge of facts impairing the validity or value of the Contract. If any such warranties or representations should be breached at any time, Seller shall repurchase said Contract from Assignee, on demand, and will pay therefor, in cash, the amount owing thereon, computed as set forth below, and said remedy shall be cumulative and not exclusive, and shall not affect any other right or remedy that Assignee might have at law or in equity against Seller. In the event that Buyer fails or refuses to make any payment due hereunder on the assertion, either oral or written, that the Vehicle is defective, not as represented to the Buyer by Seller, or that Seller refuses to honor any warranty or service agreement of Seller or manufacturer, Seller agrees that, on being advised by Assignee of such claim of Buyer, Seller will repurchase the Contract from Assignee and pay Assignee for same immediately in accordance with the repurchase terms set forth below, and Seller further agrees to hold Assignee harmless from any other claims of Buyer, including attorneys' fees, costs and expenses incurred in defending against claims asserted by Buyer and including claims for refund of payment made by Buyer to Assignee. If the Seller contracts to purchase property insurance on behalf of the Buyer, and that insurance is cancelled by the insurance company prior to its scheduled expiration date, Seller will attempt to place comparable coverage with another insurance company on behalf of the Buyer. If Seller is unable to do so, Seller will notify Buyer and pay to Buyer any additional costs incurred by the Buyer in obtaining replacement insurance for the unexpired period of the original insurance policy. By delivering this Contract to the Assignee and accepting payment for it, Seller authorizes the Assignee to complete or correct the identification of the Assignee in this Assignment to reflect the true Assignee who purchased this Contract, and/or to sign Seller's name to this Assignment, without recourse, if the Assignment has been delivered without Seller's signature.

In the event that Seller is required by this Assignment to repurchase the Contract and/or Vehicle, Seller shall pay to Assignee, in cash, the full unpaid balance of the Contract as of the date of repurchase, plus any then earned Finance Charge and any and all costs and expenses paid or incurred by Assignee in respect thereto, including reasonable attorneys' fees, in connection with claims by or against any Buyer, Owner or persons in possession of the Vehicle and/or by or against Seller.

For value received, Seller hereby sells, assigns and transfers unto the Assignee, its successors and assigns, the within Contract, all money due and to become due thereunder, and all right, title and interest in and to the Vehicle therein described, with full power in the Assignee in its or our name to take such legal or other action which we might have taken save for this Assignment. Unless Seller marks either of the endorsements below, titled "WITH FULL RECOURSE" or "WITH REPURCHASE," Seller's assignment shall, except for the provisions of the paragraph titled "Assignment," be without recourse.

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

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

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

Seller Fullington Buick GMC J. Robert Fullington

2-26-00

Date

Assignment Agreement

Household Automotive
Finance Corporation

Household

This Assignment is attached to and expressly made a part of that certain Motor Vehicle Retail Installment Contract (the "Contract") dated 2/26/2000 by and between:

Seller (Dealership): Fullington Buick Oldsmobile
Cadillac GMC Truck, Inc.
PoB 214, RR 8799 I-80
Clearfield, PA 16830

Buyer(s): Tina M & Barry L McCane
1113 Willow Dr
Clearfield, PA 16830

It is expressly understood and agreed that Household Automotive Finance Corporation (HAFC) is substituted each and every time where the name

Sovereign Bank
appears within the Contract.

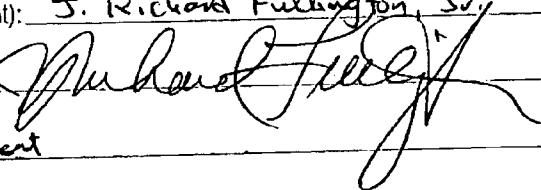
For value received, Seller hereby expressly sells, assigns and transfers all of Seller's right, title and interest in the Contract, in all monies due and to become due thereunder, and in and to the vehicle and other property and security interests described therein, to HAFC and/or its successors, assigns, subsidiaries and affiliates. All representations, warranties, indemnifications, guaranties and hold harmless provisions made by Seller in the Contract, and all other terms of the assignment contained therein, are hereby made in favor of HAFC.

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

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

Seller-Dealership (please print): Fullington Buick Oldsmobile Cadillac GMC Truck, Inc

Seller's Agent (please print): J. Richard Fullington, Jr.

Agent's Signature: 

Title of Agent: President

Date of Assignment: 2-26-2000

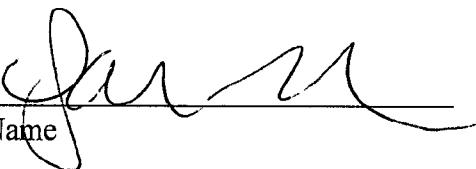
EXHIBIT B

AP# 22917523

Verification

I, Jacquelyn Munsterman am an employee of Midland Credit Management, Inc. which is by contract the servicer for plaintiff Midland Funding NCC-2 Corp retained to collect delinquent debt. I am authorized to make this verification pursuant to a servicing agreement from plaintiff to Midland Credit Management, Inc. The foregoing averments of fact in the within pleading are true and correct to the best of my knowledge, information and belief. I understand that the statements made herein are subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to the authorities.

Date: 2/15/07


Name

Tina McCune
500000525736

Burton Neil & Associates, P.C.
By: Burton Neil, Esquire ID. NO. 11348
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-696-2120
Attorney for Plaintiff

MIDLAND FUNDING NCC-2 CORP

: IN THE COURT OF COMMON PLEAS

Plaintiff

: CLEARFIELD COUNTY, PENNSYLVANIA

v.

TINA MCCUNE

: NO. 07-409-CD

Defendant

: CIVIL ACTION - LAW

Praecipe to Reinstate

To the Prothonotary:

Please reinstate the Complaint.

Burton Neil & Associates, P.C.

By: _____

Burton Neil, Esquire
Attorney for Plaintiff

The law firm of Burton Neil & Associates is a debt collector.

FILED No cc
MAY 29 2007 Atty pd. 7.00
MAY 29 2007 Atty pd. 7.00

William A. Shaw
Prothonotary/Clerk of Courts

1 Comp.
Reinstated to
Sheriff

(GK)

81034



1st
Service

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102574
NO: 07-409-CD
SERVICE # 1 OF 2
COMPLAINT

PLAINTIFF: MIDLAND FUNDING NCC-1 CORP

VS.

DEFENDANT: TINA MCCUNE AKA TINA BILLOTTE AKA TINA MCCLURE and BARRY MCCUNE

SHERIFF RETURN

NOW, March 21, 2007 AT 3:10 PM SERVED THE WITHIN COMPLAINT ON TINA MCCUNE aka TINA BILLOTTE aka TINA MCCLURE DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO TINA MCUNE, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN /

FILED
01/31/2007
JUL 13 2007
WAS
CM
William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 2 Services

Sheriff Docket # **102574**

MIDLAND FUNDING NCC-1 CORP

Case # **07-409-CD**

vs.

TINA MCCUNE AKA TINA BILLOTTE AKA TINA MCCLURE and BARRY
MCCUNE

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW July 12, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO BARRY MCCUNE, DEFENDANT. WHEREABOUTS UNKNOWN.

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102574
NO: 07-409-CD
SERVICES 2
COMPLAINT

PLAINTIFF: MIDLAND FUNDING NCC-1 CORP

vs.

DEFENDANT: TINA MCCUNE AKA TINA BILLOTTE AKA TINA MCCLURE and BARRY MCCUNE

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	NEIL	6373	20.00
SHERIFF HAWKINS	NEIL	6373	22.00

Sworn to Before Me This

So Answers,

____ Day of _____ 2007


Chester A. Hawkins
Sheriff

I hereby declare under oath
and that the foregoing is a true and correct
statement that it is true.

MAR 16 2007

Attest.

LAWRENCE J. BROWN
Lawrence J. Brown
Clerk of Courts

Burton Neil & Associates, P.C.
By: Burton Neil, Esquire ID. NO. 11348
1060 Andrew Drive, Suite 170
West Chester, PA 19380
(610) 696-2120
Attorney for Plaintiff

MIDLAND FUNDING NCC-2 CORP
8875 Aero Drive Suite 200, San Diego CA 92123
Plaintiff

: IN THE COURT OF COMMON PLEAS

: CLEARFIELD COUNTY, PENNSYLVANIA

v.
TINA MCCUNE AKA TINA BILLOTTE
AKA TINA MCCLURE and
BARRY MCCUNE
1814 Dorey Street Ext, Clearfield PA 16830-3238
Defendant

: NO. 07-409-CD

: CIVIL ACTION - LAW

Complaint - 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 (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 claim set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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

LAWYER REFERENCE AND INFORMATION SERVICE

David S. Meholic
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
Telephone No. 814-765-2641 Ext. 5982

81034

Burton Neil & Associates, P.C.
Burton Neil, Esquire ID. NO. 11348
1060 Andrew Drive, Suite 170
West Chester, PA 19380
(610) 696-2120

Attorney for Plaintiff

MIDLAND FUNDING NCC-2 CORP
8875 Aero Drive Suite 200, San Diego CA 92123
Plaintiff

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

v.

TINA MCCUNE AKA TINA BILLOTTE
AKA TINA MCCLURE and
BARRY MCCUNE
1814 Dorey Street Ext, Clearfield PA 16830-3238
Defendant

: NO.
: CIVIL ACTION - LAW

Complaint

1. Plaintiff, Midland Funding NCC-2 Corp, has a place of business located at 8875 Aero Drive, Suite 200, San Diego, California.

2. Defendants, Tina McCune aka Tina Billotte aka Tina McClure and Barry McCune, reside at 1814 Dorey Street Ext, Clearfield, Clearfield County, Pennsylvania.

3. On or about February 26, 2000, defendants entered into a Motor Vehicle Contract (the "Contract") with Fullington Buick-Olds-Cad-GMC (the "Dealer"), which was financed through Household. A true and correct copy of the defendants' Contract is attached hereto, marked Exhibit "A" and incorporated herein by reference.

4. On or about February 26, 2000, Dealer assigned all its right title and interest in the Contract to Household, who became the owner and holder thereof. A true and correct copy of the assignment agreement is attached hereto, marked Exhibit "B" and incorporated herein by reference.

5. On or about, October 25, 2003, defendants breached the Contract by failing to make a payment when due.

6. As a result of defendants' breach, and as provided by the Contract's terms, Household declared the entire Contract balance due and payable.

7. Plaintiff purchased the defendants' account from its predecessor in interest and is now the

holder and owner of the account.

8. Although demand was made by plaintiff upon defendants to pay the sums justly due and owing, the defendants have failed and refused to pay all or any part thereof.

9. In accordance with the Contract and the foregoing, defendants are liable to Plaintiff for the sum of \$8,451.16.

10. All conditions precedent to plaintiff's recovery from defendants, if any, have occurred.

WHEREFORE, Plaintiff demands judgment against defendants in the sum of \$8,451.16 plus the costs of this action.

Burton Neil & Associates, P.C.

By: _____
Burton Neil, Esquire
Attorney for Plaintiff

In making this communication, we advise that this firm is a debt collector.

PENNSYLVANIA
MOTOR VEHICLE INSTALLMENT SALE CONTRACT

Dated

02/26/2000

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all scheduled payments.	Total Sale Price The total cost of your purchase on credit, including your downpayment of \$ <u>2770.00</u>
15.95 %	\$ 7365.50	\$ 15768.10	\$ 23133.60	\$ 25913.50

Your Payment Schedule will be:

No. of Payments	Amount of Payments	When Payments Are Due
60	\$ 385.56	Monthly, beginning <u>04/11/2000</u>
	\$ n/a	

Filing Fees: \$ 5.00

Late Charge: If a payment is late, you will be charged 2% of the portion of the payment which is late for each month, or part of a month greater than 10 days, that it remains unpaid. See below and any other Contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

In this Contract we are **FULLINGTON BUICK-OLDS-CAD-GMC** the SELLER. P.O. BOX 211 CLEARFIELD PA 16830

You are **TINA M MCCUNE** BARRY L MCCUNE
the BUYER(S). 1113 WILLOW DRIVE CLEARFIELD PA 16830
Name(s) Address(es) Zip Code(s)

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

TRADE-IN:

You have traded in **16 PLYMOUTH NEON EXPRESS** the following vehicle:

Year and Make Description

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

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

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

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

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

Signature of Buyer to be insured for Single Credit Life Insurance

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

Signature of Buyer to be insured for Single Credit Accident & Health Insurance

By signing, you both select Joint Credit Accident & Health Insurance, which costs \$ n/a What are your ages? Percentage to be insured.

1. _____

1. _____

2. _____

2. _____

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

Insurer:

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

N/I. Year and Make Series Body Style No. Cyl. Truck Ton Capacity Serial Number
USED 96 PLYMOUTH GR VOYAGER SW 6 1P4GP44R9TB413971

Equipped A.T. P.S. AM-FM Stereo 5 Spd. Other
with A.C. P.W. AM-FM Tape Vinyl Top

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

SOVEREIGN BANK, 1130 Berkshire Boulevard, Wyomissing, PA 19610

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

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

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

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

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

FULLINGTON BUICK-OLDS-CAD-GMC
SELLER

By: John Hand Signature

02/26/2000

Date:

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

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

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

BUYER: Tina M. McCune

(SEAL) 02/26/2000

Date:

BUYER: Barry L. McCune

(SEAL) 02/26/2000

Date:

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

IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE THE MOTOR VEHICLE AND PROPERTY THAT YOU BOUGHT WITH THIS CONTRACT, AND/OR MONEY ON DEPOSIT WITH THE ASSIGNEE.

This Contract is between Seller and Buyer. All disclosures have been made by Seller. Seller intends to assign this Contract to the Assignee.

Itemization of Amount Financed

Cash Price	\$ 17950.00
Cash Downpayment	\$ n/a
Trade-In	\$ 9300.00
Value of Trade-In	\$ 6520.10
Lien Payoff (CAPTION)	\$ 5170.10
Unpaid Cash Price Balance	\$ 15170.10
To Credit Insurance Company	\$ n/a
To Public Officials for:	
License, Tags and Registration	\$ 28.50
Lien Fee	\$ 5.00
To SALES TAX	\$ 519.00
To	\$ n/a
To SING COST	\$ 45.50
To	\$ n/a
Paid to Others on Your Behalf (We may retain part):	
Amount Financed	\$ 15768.10
Finance Charge	\$ 7365.50
Total of Payments (Time Balance)	\$ 23133.60
Payment Schedule - You agree to pay to us the Amount Financed plus interest in 60 payments of \$ 385.56 each, and a final payment of \$ n/a. The first payment will be due on 04/11/2000, and then payments will be due on that same day of each month following.	

EXHIBIT

ADDITIONAL TERMS AND CONDITIONS

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

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

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

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

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

6. WAIVERS.

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

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

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

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

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

10. YOUR PROMISES ABOUT INSURANCE: You will keep the Vehicle insured against fire, theft and collision until all sums due us are paid in full. The insurance coverage must be satisfactory to us and protect your interests and our interests at the time of any insured loss. The insurance must name us as "loss-payer" on the policy. The insurance must be written by an insurance company qualified to do business in Pennsylvania and licensed to sell insurance in the state where the Vehicle is permanently garaged. The insurance policy must provide us with at least 10 days' prior written notice of any cancellation or reduction in coverage. On request, you shall deliver the policy or other evidence of insurance coverage to us. In the event of any loss or damage to the Vehicle, you will immediately notify us in writing and file a proof of loss with the insurer. We may file a proof of loss on your behalf if you fail or refuse to do so. We may endorse your name to any check, draft or other instrument we receive in payment of an insured loss or return insurance premiums. We may apply any insurance proceeds we receive to repair or replace the Vehicle if, in our opinion, it is economically feasible and you are not then in default under this Contract. Otherwise, we will apply the insurance proceeds to reduce the unpaid balance due us.

11. OUR RIGHTS IF YOU BREAK YOUR PROMISES ABOUT THE SECURITY INTEREST, VEHICLE OR INSURANCE: If you fail to keep your promises to pay filing fees, taxes, liens or the costs necessary to keep the Vehicle in good condition and repair, we may advance any money you promised to pay. If you fail to keep your promises about required insurance, we may advance money to obtain insurance to cover loss or damage to the Vehicle. We have the choice of whether or not to advance any money for these purposes. Such insurance will be limited to an amount not greater than you owe on this Contract. THE INSURANCE WE PURCHASE MAY BE SIGNIFICANTLY MORE EXPENSIVE AND PROVIDE YOU LESS COVERAGE THAN INSURANCE YOU COULD PURCHASE YOURSELF.

We will add any money we advance on your behalf to the balance on which we impose Finance Charges at the Annual Percentage Rate of this Contract. You agree to repay the

money advanced as we alone may specify: (i) immediately on demand, or (ii) along with your monthly payments. If we choose to allow you to repay the money advanced along with your monthly payments, we can choose the amount of these payments and how long you have to repay. If any of our rights stated in this paragraph are not permitted by law, we still have the other rights mentioned. Our payments on your behalf will not cure your failure to perform your promises in this Contract.

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

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

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

a. ACCELERATION: We can demand that you pay to us the entire unpaid balance owing on the Contract and all unpaid Finance Charges and other money due. You agree that you will pay this money to us in one single payment immediately upon receiving our demand.

b. REPOSSESSION: We can repossess the Vehicle, unless prohibited by law. We can do this ourselves, have a qualified person do it for us, or have a government official (by replevin) do it for us. You agree that we can peacefully come on to your property to do this. We may take any other things found in the Vehicle, but will return these things to you if you ask. If you want these things back, you agree to ask us in a letter sent to us by certified mail within 24 hours. If you do not send us this letter, you give up any claim to these things. You agree that we may use your license plates in repossessing the Vehicle and taking it to a place for storage.

c. VOLUNTARY DELIVERY: We can ask you to give us the Vehicle at a reasonably convenient place. You agree to give us the Vehicle if we ask.

d. DELAY-IN ENFORCEMENT: We can delay enforcing our rights under this Contract without losing any rights.

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

a. NOTICE: We will send you a Notice of Repossession to your last address we know about. This Notice will tell you how to buy back (redeem) the Vehicle. You will NOT have the right to reinstate the Contract. This means you will have to pay the total balance on the Contract and other amounts due. You may not get the Vehicle back by paying delinquent installments. This Notice will tell you other information required by law.

b. REDEMPTION: You have the right to buy back (redeem) the Vehicle within 15 days of the mailing of the Notice and at any later time before we sell the Vehicle. If you do not redeem, you give up all claim to the Vehicle.

c. SALE: If you don't redeem, we will sell the Vehicle. The money received at sale will be used to pay costs and expenses you owe, and then to pay the amount you owe on the Contract.

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

e. EXPENSES: You agree to pay the costs of repossessing, storing, repairing, preparing for sale and selling the Vehicle as may be allowed by law. These costs will only be due if:

1. Default exceeds fifteen (15) days at the time of repossession;
2. The amount of costs are actual, necessary and reasonable; and
3. We can prove the costs were paid.

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

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

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

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

19. THERE ARE NO WARRANTIES BY SELLER, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, UNLESS WE HAVE GIVEN YOU A SEPARATE WRITTEN WARRANTY OR UNLESS SELLER ENTERS INTO A SERVICE CONTRACT WITH BUYER WITHIN 90 DAYS FROM THE DATE OF THIS CONTRACT.

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

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

NOTICE—ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

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

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

To induce you, the "Assignee" identified on the face of this Contract or as follows, to purchase the within Contract, the Seller hereby warrants and represents, and covenants to warrant and represent that: the sale has been made in strict conformity with all applicable federal, state and local laws and regulations, including, but not limited to, Article 2 of the Pennsylvania Uniform Commercial Code (13 Pa. C.S.A. §§ 2101 et seq.); our title to the Contract and the Vehicle covered thereby is absolute, free of all liens, encumbrances and security interests, and is subject only to the rights of the Buyer as set forth therein; the Contract is genuine, the signatures thereon are not forgeries, arose from the sale of the Vehicle therein described; and all parties thereto are of full age and had capacity to contract; the description of the Vehicle, and extra equipment is complete and correct; the cash downpayment and/or trade-in allowance were actually received and no part thereof consisted of notes, post-dated checks, other credit advanced by us to Buyer or rebates or similar payments from us to the Buyer (however manufacturer rebates may constitute all or a part of the downpayment); all warranties and statements therein are true; there is owing thereon the amount financed, plus interest at the Annual Percentage Rate of the Contract and such other charges as are set forth therein.

you. You agree that we may give up our rights against some other person but not against you. You waive due diligence in collection and all defenses based on suretyship and impairment of collateral or security.

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

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

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

10. YOUR PROMISES ABOUT INSURANCE: You will keep the Vehicle insured against fire, theft and collision until all sums due us are paid in full. The insurance coverage must be satisfactory to us and protect your interests and our interests at the time of any insured loss. The insurance must name us as "loss-payee" on the policy. The insurance must be written by an insurance company qualified to do business in Pennsylvania and licensed to sell insurance in the state where the Vehicle is permanently garaged. The insurance policy must provide us with at least 10 days' prior written notice of any cancellation or reduction in coverage. On request, you shall deliver the policy or other evidence of insurance coverage to us. In the event of any loss or damage to the Vehicle, you will immediately notify us in writing and file a proof of loss with the insurer. We may file a proof of loss on your behalf if you fail to refuse to do so. We may endorse your name to any check, draft or other instrument we receive in payment of an insured loss or return insurance premiums. We may apply any insurance proceeds we receive to repair or replace the Vehicle if, in our opinion, it is economically feasible and you are not then in default under this Contract. Otherwise, we will apply the insurance proceeds to reduce the unpaid balance due us.

11. OUR RIGHTS IF YOU BREAK YOUR PROMISES ABOUT THE SECURITY INTEREST, VEHICLE OR INSURANCE: If you fail to keep your promises to pay filing fees, taxes, liens or the costs necessary to keep the Vehicle in good condition and repair, we may advance any money you promised to pay. If you fail to keep your promises about required insurance, we may advance money to obtain insurance to cover loss or damage to the Vehicle. We have the choice of whether or not to advance any money for these purposes. Such insurance will be limited to an amount not greater than you owe on this Contract. THE INSURANCE WE PURCHASE MAY BE SIGNIFICANTLY MORE EXPENSIVE AND PROVIDE YOU LESS COVERAGE THAN INSURANCE YOU COULD PURCHASE YOURSELF.

We will add any money we advance on your behalf to the balance on which we impose Finance Charges at the Annual Percentage Rate of this Contract. You agree to repay the

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

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

NOTICE—ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

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

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION.
ASSIGNMENT

To induce you, the "Assignee" identified on the face of this Contract or as follows, Household Automotive Finance Corp. (Name) to purchase the within Contract, the Seller hereby warrants and represents, and continues to warrant and represent that: the sale has been made in strict conformity with all applicable federal, state and local laws and regulations, including, but not limited to, Article 2 of the Pennsylvania Uniform Commercial Code (13 Pa.C.S.A §52101 et seq); our title to the Contract and the Vehicle covered thereby is absolute, free of all liens, encumbrances and security interests, and is subject only to the rights of the Buyer as set forth therein; the Contract is genuine, the signatures thereon are not forgeries, arose from the sale of the Vehicle therein described, and all parties thereto are of full age and had capacity to contract; the description of the Vehicle and extra equipment is complete and correct; the cash downpayment and/or trade-in allowance were actually received and no part thereof consisted of notes, post-dated checks, other credits advanced by us to Buyer or rebates or similar payments from us to the Buyer; (however, manufacturer rebates may constitute all or a part of the downpayment); all warranties and statements therein are true; there is owing thereon the amount financed plus interest at the Annual Percentage Rate of the Contract set forth therein; we are duly licensed under the Pennsylvania Motor Vehicle Sales Finance Act and have duly complied with all requirements thereof with respect to the transaction and with the federal Truth-in-Lending Act and with any other federal or state law, rule or regulation applicable to this Contract; a motor vehicle title certificate showing a lien or encumbrance in favor of Assignee has been or will be applied for promptly; the registration of the Vehicle has not been suspended and the Seller knows of no facts which may result in the suspension of said registration under the Pennsylvania Motor Vehicle Financial Responsibility Act; the Buyer(s) named in the within Contract is (are) personally known to the Seller to be the same identical person(s) whose signature(s) is (are) affixed to this Contract; and Seller has no knowledge of facts impairing the validity or value of the Contract. If any such warranties or representations should be breached at any time, Seller shall repurchase said Contract from Assignee, on demand, and will pay therefor, in cash, the amount owing thereon, computed as set forth below, and said remedy shall be cumulative and not exclusive, and shall not affect any other right or remedy that Assignee might have at law or in equity against Seller. In the event that Buyer fails or refuses to make any payment due hereunder on the assertion, either oral or written, that the Vehicle is defective, not as represented to the Buyer by Seller, or that Seller refuses to honor any warranty or service agreement of Seller or manufacturer, Seller agrees that, on being advised by Assignee of such claim of Buyer, Seller will repurchase the Contract from Assignee and pay Assignee for same immediately in accordance with the repurchase terms set forth below, and Seller further agrees to hold Assignee harmless from any other claims of Buyer, including attorneys' fees, costs and expenses incurred in defending against claims asserted by Buyer and including claims for refund of payments made by Buyer to Assignee. If the Seller contracts to purchase property from another insurance company on behalf of the Buyer, and that insurance is cancelled by the insurance company prior to its scheduled expiration date, Seller will attempt to place comparable coverage with another insurance company on behalf of the Buyer. If Seller is unable to do so, Seller will notify Buyer and pay to Buyer any additional costs incurred by the Buyer in obtaining replacement insurance for the unexpired period of the original insurance policy. By delivering the Contract to the Assignee and accepting payment for it, Seller authorizes the Assignee to complete or correct the identification of the Assignee in this Assignment to reflect the true Assignee who purchased this Contract, and/or to sign Seller's name to this Assignment, without recourse, if the Assignment has been delivered without Seller's signature.

In the event that Seller is required by this Assignment to repurchase the Contract and/or Vehicle, Seller shall pay to Assignee, in cash, the full unpaid balance of the Contract as of the date of repurchase, plus any then earned Finance Charge and any and all costs and expenses paid or incurred by Assignee in respect thereto, including reasonable attorneys' fees, in connection with claims by or against any Buyer, Owner or persons in possession of the Vehicle and/or by or against Seller.

For value received, Seller hereby sells, assigns and transfers unto the Assignee, its successors and assigns, the within Contract, all moneys due and to become due thereunder, and all right, title and interest in and to the Vehicle therein described, with full power in the Assignee in its or our name to take such legal or other action which we might have taken save for this Assignment. Unless Seller marks either of the endorsements below, titled "WITH FULL RECOURSE" or "WITH REPURCHASE," Seller's assignment shall, except for the provisions of the paragraph titled "Assignment," be without recourse.

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

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

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

Fullington Buick GMC 3 Rehoboth Fullington

2-26-00

Date

Assignment Agreement

Household Automotive
Finance Corporation

Household

This Assignment is attached to and expressly made a part of that certain Motor Vehicle Retail Installment Contract (the "Contract") dated 2/26/2000 by and between:

Seller (Dealership): Fullington Buick Oldsmobile
Cadillac GMC Truck, Inc
POB 214, RTE 8799 1-80
Clearfield, PA 16830

Buyer(s): Tina M & Barry L McCane
113 Willow Dr
Clearfield, PA 16830

It is expressly understood and agreed that Household Automotive Finance Corporation (HAFC) is substituted each and every time where the name

Sovereign Bank
appears within the Contract.

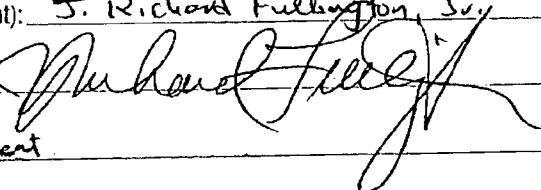
For value received, Seller hereby expressly sells, assigns and transfers all of Seller's right, title and interest in the Contract, in all monies due and to become due thereunder, and in and to the vehicle and other property and security interests described therein, to HAFC and/or its successors, assigns, subsidiaries and affiliates. All representations, warranties, indemnifications, guaranties and hold harmless provisions made by Seller in the Contract, and all other terms of the assignment contained therein, are hereby made in favor of HAFC.

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

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

Seller-Dealership (please print): Fullington Buick Oldsmobile Cadillac GMC Truck, Inc

Seller's Agent (please print): J. Richard Fullington, Jr.

Agent's Signature: 

Title of Agent: President

Date of Assignment: 2-26-2000

EXHIBIT B

AP# 22917523

Verification

I, Jacquelyn Munsterman am an employee of Midland Credit Management, Inc. which is by contract the servicer for plaintiff Midland Funding NCC-2 Corp retained to collect delinquent debt. I am authorized to make this verification pursuant to a servicing agreement from plaintiff to Midland Credit Management, Inc. The foregoing averments of fact in the within pleading are true and correct to the best of my knowledge, information and belief. I understand that the statements made herein are subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to the authorities.

Date: 2/15/07

J. Munsterman
Name

Tina McCune
500000525736

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **102851**

MIDLAND FUNDING NCC-2 CORP.

Case # **07-409-CD**

vs.

TINA MCCUNE AKA TINA BILLOTTE AKA TINA MCCLURE AND BARRY
MCCUNE

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW July 12, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO BARRY MCCUNE, DEFENDANT. POSSIBLY INCARCERATED AT SCI ALBION.

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	NEIL	7919	10.00
SHERIFF HAWKINS	NEIL	7919	7.00

Sworn to Before me This

So Answers,

____ Day of _____ 2007

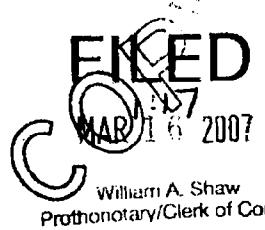
Chester A. Hawkins
by *Marilyn Hamr*
Chester A. Hawkins
Sheriff

*2nd
Service*

FILED

*07-15-07
JUL 13 2007
WAS*

William A. Shaw
Prothonotary/Clerk of Courts



Burton Neil & Associates, P.C.
By: Burton Neil, Esquire ID. NO. 11348
1060 Andrew Drive, Suite 170
West Chester, PA 19380
(610) 696-2120

Attorney for Plaintiff

MIDLAND FUNDING NCC-2 CORP
8875 Aero Drive Suite 200, San Diego CA 92123
Plaintiff

v.

TINA MCCUNE AKA TINA BILLOTTE
AKA TINA MCCLURE and
BARRY MCCUNE
1814 Dorey Street Ext, Clearfield PA 16830-3238
Defendant

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
: NO. 07-409-CD
: CIVIL ACTION - LAW

Complaint - 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 (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 claim set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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

LAWYER REFERENCE AND INFORMATION SERVICE

David S. Meholic
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
Telephone No. 814-765-2641 Ext. 5982

COPY

81034

5/29/07
Reinstated/Reissued to Sheriff/Attorney
for service.

W.A. Shaw
Prothonotary

Burton Neil & Associates, P.C.
Burton Neil, Esquire ID. NO. 11348
1060 Andrew Drive, Suite 170
West Chester, PA 19380
(610) 696-2120

Attorney for Plaintiff

MIDLAND FUNDING NCC-2 CORP
8875 Aero Drive Suite 200, San Diego CA 92123
Plaintiff

v.
TINA MCCUNE AKA TINA BILLOTTE
AKA TINA MCCLURE and
BARRY MCCUNE
1814 Dorey Street Ext, Clearfield PA 16830-3238
Defendant

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
: NO.
: CIVIL ACTION - LAW

Complaint

1. Plaintiff, Midland Funding NCC-2 Corp, has a place of business located at 8875 Aero Drive, Suite 200, San Diego, California.

2. Defendants, Tina McCune aka Tina Billotte aka Tina McClure and Barry McCune, reside at 1814 Dorey Street Ext, Clearfield, Clearfield County, Pennsylvania.

3. On or about February 26, 2000, defendants entered into a Motor Vehicle Contract (the "Contract") with Fullington Buick-Olds-Cad-GMC (the "Dealer"), which was financed through Household. A true and correct copy of the defendants' Contract is attached hereto, marked Exhibit "A" and incorporated herein by reference.

4. On or about February 26, 2000, Dealer assigned all its right title and interest in the Contract to Household, who became the owner and holder thereof. A true and correct copy of the assignment agreement is attached hereto, marked Exhibit "B" and incorporated herein by reference.

5. On or about, October 25, 2003, defendants breached the Contract by failing to make a payment when due.

6. As a result of defendants' breach, and as provided by the Contract's terms, Household declared the entire Contract balance due and payable.

7. Plaintiff purchased the defendants' account from its predecessor in interest and is now the

81034
Final complaint

holder and owner of the account.

8. Although demand was made by plaintiff upon defendants to pay the sums justly due and owing, the defendants have failed and refused to pay all or any part thereof.

9. In accordance with the Contract and the foregoing, defendants are liable to Plaintiff for the sum of \$8,451.16.

10. All conditions precedent to plaintiff's recovery from defendants, if any, have occurred.

WHEREFORE, Plaintiff demands judgment against defendants in the sum of \$8,451.16 plus the costs of this action.

Burton Neil & Associates, P.C.

By: _____

Burton Neil, Esquire
Attorney for Plaintiff

In making this communication, we advise that this firm is a debt collector.

THE SIGNATURE ABOVE CERTIFIES THAT THIS IS A
TRUE AND CORRECT COPY OF THE ORIGINAL FILE IN THIS CAUSE.

PENNSYLVANIA
MOTOR VEHICLE INSTALLMENT SALE CONTRACT

Dated

02/26/2000

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all scheduled payments.	Total Sale Price The total cost of your purchase on credit, including your downpayment of \$ <u>2779.00</u>
15.95 %	\$ 7365.50	\$ 15768.10	\$ 23133.60	\$ 25913.50

Your Payment Schedule will be:

No. of Payments	Amount of Payments	When Payments Are Due
60	\$ 385.56	Monthly, beginning <u>04/11/2000</u>
	\$ n/a	

Filing Fees: \$ 5.00

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

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

In this Contract
we are **FULLINGTON BUICK-OLDS-CAD-GMC**
the SELLER **P. O. BOX 211 CLEARFIELD PA 16830**

Name **TINA M MCCUNE** Address **BARRY L MCCUNE** Zip Code
You are the BUYER(S) **1113 WILLOW DRIVE CLEARFIELD PA 16830**
Name(s) Address(es) Zip Code(s)

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

TRADE-IN:

You have traded in **PLYMOUTH NEON EXPRESS** the following vehicle:

Year and Make Description

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

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

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

By signing, you select Single Credit Life Insurance, What is your age? **37** years
which costs \$ **71.22**

By signing, you select Single Credit Accident & Health Insurance, which costs \$ **71.22** age? **37** Years

Signature of Buyer to be insured for Single Credit Life Insurance

By signing, you both select Joint Credit Life Insurance, which costs \$ **n/a**

What are your ages?

1.

1.

2.

2.

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

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

Insurer:

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

Model Year and Make **96 PLYMOUTH GR. VOYAGER SW** Series Body Style No. Cyl. **6** Initial Inn Capacity **1P4GP44R9TB413971** Serial Number

Equipped **A.T. P.S. AM-FM Stereo 5 Spd. Other**
with **A.C. P.W. AM-FM Tape Vinyl Top**

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

SOVEREIGN BANK, 1130 Berksheir Boulevard, Wyomissing, PA 19610

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

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

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

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

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

SELLER **FULLINGTON BUICK-OLDS-CAD-GMC**

Richard J. McCune

02/26/2000

Date:

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

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

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

BUYER *Tina M. McCune*

(SEAL) 02/26/2000

Date:

BUYER *Richard J. McCune*

(SEAL) 02/26/2000

Date:

EXHIBIT A

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

TRADE-IN:

You have traded in the following vehicle: **PLYMOUTH NEON EXPRESS**

Year and Make

Description

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

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

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

By signing, you select Single Credit Life Insurance. What is your which costs \$ 17.80 age? Years

By signing, you select Single Credit Accident & Health Insurance, which costs \$ 7.00 age? Years

Signature of Buyer to be Insured for Single Credit Life Insurance

By signing, you both select Joint Credit Life Insurance, which costs \$ 27.80 What are your ages?

Signature of Buyer to be Insured for Single Credit Accident & Health Insurance

1. _____
2. _____

1. _____
2. _____

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

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

Insurer:

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

USED **96 PLYMOUTH GR VOYAGER SH** **Year and Make** **Series** **Body Style** **No. Cyl.** **Truck/Car Capacity** **Serial Number**

Equipped A.T. P.S. AM-FM Stereo 5 Spd. Other
with A.C. P.W. AM-FM Tape Vinyl Top

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

SOVEREIGN BANK, 1130 Berkshire Boulevard, Wyomissing, PA 19610

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

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

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

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

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

SELLER **FULLINGTON BUICK-GOLDS-SAD-GMC**

Buyer **John M. McNamee** **Date** **02/26/2000**

TRADE-IN: CASH DOWNPAYMENT AND SECURITY AGREEMENT

Cash Price	\$ 17950.00
Cash Downpayment	\$ n/a
Trade-In	
Value of Trade-In	\$ 9300.00
Lien Payoff to SELLER	\$ 6520.10
Unpaid Cash Price Balance	\$ 15170.10
To Credit Insurance Company	
\$ n/a	
To Public Officials for:	
License, Tags and Registration	\$ 28.50
Lien Fee	\$ 5.00
PA SALES TAX	\$ 519.00
To	\$ n/a
Holdings Cost	\$ 45.50
To	\$ n/a
Amount Financed	\$ 15768.10
Finance Charge	\$ 7365.58
Total of Payments (Time Balance)	\$ 23133.60
Payment Schedule - You agree to pay in as the Amount Financed plus interest in	60
payments of \$ 385.56	
each, and a final payment of	
\$ n/a	
The first payment will be due on	04/11/2000
and then payments will be due on that same day of each month following.	

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

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

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

Seller **John M. McNamee** **Date** **02/26/2000**

(SEAL) **02/26/2000**

Date

Buyer **John M. McNamee** **Date** **02/26/2000**

(SEAL) **02/26/2000**

Date

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

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

Co-Signer's Signature

(SEAL)

Address

Date

Co-Signer's Signature

(SEAL)

Address

Date

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

Co-Owner's Signature

(SEAL)

Address

Date

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

BUYER

BUYER

CO-SIGNER

CO-SIGNER OR CO-OWNER

CONSUMER FORM PA 23-SLC R/06

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

© 1998 BANC CONSUMER SERVICE, INC.

ORIGINAL

ADDITIONAL TERMS AND CONDITIONS

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

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

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

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

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

6. WAIVERS.

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

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

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

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

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

10. YOUR PROMISES ABOUT INSURANCE: You will keep the Vehicle insured against fire, theft and collision until all sums due us are paid in full. The insurance coverage must be satisfactory to us and protect your interests and our interests at the time of any insured loss. The insurance must name us as "loss-payee" on the policy. The insurance must be written by an insurance company qualified to do business in Pennsylvania and licensed to sell insurance in the state where the Vehicle is permanently garaged. The insurance policy must provide us with at least 10 days' prior written notice of any cancellation or reduction in coverage. On request, you shall deliver the policy or other evidence of insurance coverage in us. In the event of any loss or damage to the Vehicle, you will immediately notify us in writing and file a proof of loss with the insurer. We may like a proof of loss on your behalf if you fail or refuse to do so. We may endorse your name to any check, draft or other instrument we receive in payment of an insured loss or return insurance premiums. We may apply any insurance proceeds we receive to repair or replace the Vehicle if, in our opinion, it is economically feasible and you are not then in default under this Contract. Otherwise, we will apply the insurance proceeds to reduce the unpaid balance due us.

11. OUR RIGHTS IF YOU BREAK YOUR PROMISES ABOUT THE SECURITY INTEREST, VEHICLE OR INSURANCE: If you fail to keep your promises to pay filing fees, taxes, license or the costs necessary to keep the Vehicle in good condition and repair, we may advance any money you promised to pay. If you fail to keep your promises about required insurance, we may advance money to obtain insurance to cover loss or damage to the Vehicle. We have the choice of whether or not to advance any money for these purposes. Such insurance will be limited to an amount not greater than you owe on this Contract. THE INSURANCE WE PURCHASE MAY BE SIGNIFICANTLY MORE EXPENSIVE AND PROVIDE YOU LESS COVERAGE THAN INSURANCE YOU COULD PURCHASE YOURSELF.

We will add any money we advance on your behalf to the balance on which we impose Finance Charges at the Annual Percentage Rate of this Contract. You agree to repay the

money advanced as we alone may specify: (i) immediately on demand, or (ii) along with your monthly payments. If we choose to allow you to repay the money advanced along with your monthly payments, we can choose the amount of these payments and how long you have to repay. If any of our rights stated in this paragraph are not permitted by law, we still have the other rights mentioned. Our payments on your behalf will not cure your failure to perform your promises in this Contract.

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

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

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

a. **ACCELERATION:** We can demand that you pay to us the entire unpaid balance owing on the Contract and all unpaid Finance Charges and other money due. You agree that you will pay this money to us in one single payment immediately upon receiving our demand.

b. **REPOSSESSION:** We can repossess the Vehicle, unless prohibited by law. We can do this ourselves, have a qualified person do it for us, or have a government official (by replevin) do it for us. You agree that we can lawfully come on to your property to do this. We may take any other things found in the Vehicle, but will return these things to you if you ask. If you want these things back, you agree to ask us in a letter sent to us by certified mail within 24 hours. If you do not send us this letter, you give up any claim to these things. You agree that we may use your license plates in repossessing the Vehicle and taking it to a place for storage.

c. **VOLUNTARY DELIVERY:** We can ask you to give us the Vehicle at a reasonably convenient place. You agree to give us the Vehicle if we ask.

d. **DELAY-IN ENFORCEMENT:** We can delay enforcing our rights under this Contract without losing any rights.

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

a. **NOTICE:** We will send you a Notice of Repossession to your last address we know about. This Notice will tell you how to buy back (redeem) the Vehicle. You will NOT have the right to reinstate the Contract. This means you will have to pay the total balance on the Contract and other amounts due. You may not get the Vehicle back by paying delinquent installments. This Notice will tell you other information required by law.

b. **REDEMPTION:** You have the right to buy back (redeem) the Vehicle within 15 days of the mailing of the Notice and at any later time before we sell the Vehicle. If you do not redeem, you give up all claim to the Vehicle.

c. **SALE:** If you don't redeem, we will sell the Vehicle. The money received at sale will be used to pay costs and expenses you owe, and then to pay the amount you owe on the Contract.

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

e. **EXPENSES:** You agree to pay the costs of repossessing, storing, repairing, preparing for sale and selling the Vehicle as may be allowed by law. These costs will only be due if:

1. Default exceeds fifteen (15) days at the time of repossession;
2. The amount of costs are actual, necessary and reasonable; and
3. We can prove the costs were paid.

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

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

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

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

19. THERE ARE NO WARRANTIES BY SELLER, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, UNLESS WE HAVE GIVEN YOU A SEPARATE WRITTEN WARRANTY OR UNLESS SELLER ENTERS INTO A SERVICE CONTRACT WITH BUYER WITHIN 30 DAYS FROM THE DATE OF THIS CONTRACT.

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

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

NOTICE—ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The signatory of this Contract hereby hereby certifies that Group Credit Life Insurance coverage or Group Credit Accident and Disability Insurance coverage will be applicable to this Contract if so marked on the front of this Contract, and each such type of coverage will be written by the insurance company named. This insurance, subject to acceptance by the insurance company, will commence as of the date the indebtedness is incurred and will expire on the original scheduled maturity date of the indebtedness. Subject to acceptance by the insurer and within 30 days, there will be delivered to the insured debtor(s) a certificate of insurance more fully describing the insurance. In the event of prepayment of the indebtedness, a refund of insurance charges will be made when due.

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION.
ASSESSMENT

To induce you, the "Assignee" identified on the face of this Contract or as follows, *Hausfeld Automotive Finance Corp.* (Name) to purchase the within Contract, the Seller hereby warrants and represents to warrant and represent that the sale has been made in strict conformity with all applicable federal, state and local laws and regulations, including, but not limited to, Article 2 of the Pennsylvania Uniform Commercial Code (13 Pa.C.S.A. §52101 et seq); our title to the Contract and the Vehicle covered thereby is absolute, free of all liens, encumbrances and security interests, and is subject only to the rights of the Buyer as set forth therein; the Contract is genuine, the signatures thereon are not forged, arose from the sale of the Vehicle herein described; and all parties thereto are of full age and had capacity to contract; the description of the Vehicle and extra equipment is complete and correct; the cash downpayment and/or trade-in allowance were actually received and amount thereof consisted of notes and/or

you. You agree that we may give up our rights against some other person but not against you. You waive due diligence in collection and all defenses based on suretyship and impairment of collateral or security.

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

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

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

10. YOUR PROMISES ABOUT INSURANCE: You will keep the Vehicle insured against fire, theft and collision until all sums due us are paid in full. The insurance coverage must be satisfactory to us and protect your interests and our interests at the time of any insured loss. The insurance must name us as "loss-payer" on the policy. The insurance must be written by an insurance company qualified to do business in Pennsylvania and licensed to sell insurance in the state where the Vehicle is permanently garaged. The insurance policy must provide us with at least 10 days' prior written notice of any cancellation or reduction in coverage. On request, you shall deliver the policy or other evidence of insurance coverage to us. In the event of any loss or damage to the Vehicle, you will immediately notify us in writing and file a proof of loss with the insurer. We may file a proof of loss on your behalf if you fail or refuse to do so. We may endorse your name to any check, draft or other instrument we receive in payment of an insured loss or return insurance premiums. We may apply any insurance proceeds we receive to repair or replace the Vehicle if, in our opinion, it is economically feasible and you are not then in default under this Contract. Otherwise, we will apply the insurance proceeds to reduce the unpaid balance due us.

11. OUR RIGHTS IF YOU BREAK YOUR PROMISES ABOUT THE SECURITY INTEREST, VEHICLE OR INSURANCE: If you fail to keep your promises to pay filing fees, taxes, fines or the costs necessary to keep the Vehicle in good condition and repair, we may advance any money you promised to pay. If you fail to keep your promises about required insurance, we may advance money to obtain insurance to cover loss or damage to the Vehicle. We have the choice of whether or not to advance any money for these purposes. Such insurance will be limited to an amount not greater than you owe on this Contract. THE INSURANCE WE PURCHASE MAY BE SIGNIFICANTLY MORE EXPENSIVE AND PROVIDE YOU LESS COVERAGE THAN INSURANCE YOU COULD PURCHASE YOURSELF.

We will add any money we advance on your behalf to the balance on which we impose Finance Charges at the Annual Percentage Rate of this Contract. You agree to repay the

amount you owe us during we may do are the following:

a. ACCELERATION: We can demand that you pay to us the entire unpaid balance owing on the Contract and all unpaid Finance Charges and other money due. You agree that you will pay this money to us in one single payment immediately upon receiving our demand.

b. REPOSSESSION: We can repossess the Vehicle, unless prohibited by law. We can do this ourselves. Have a qualified person do it for us, or have a government official (by replevin) do it for us. You agree that we can peacefully come on to your property to do this. We may take any other things found in the Vehicle, but will return these things to you if you ask. If you want these things back, you agree to ask us in a letter sent to us by certified mail within 24 hours. If you do not send us this letter, you give up any claim to these things. You agree that we may use your license plates in repossessing the Vehicle and taking it to a place for storage.

c. VOLUNTARY DELIVERY: We can ask you to give us the Vehicle at a reasonably convenient place. You agree to give us the Vehicle if we ask.

d. DELAY IN ENFORCEMENT: We can delay enforcing our rights under this Contract without losing any rights.

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

a. NOTICE: We will send you a Notice of Repossession to your last address we know about. This Notice will tell you how to buy back (redeem) the Vehicle. You will NOT have the right to repossess the Contract. This means you will have to pay the total balance on the Contract and other amounts due. You may not get the Vehicle back by paying delinquent installments. This Notice will tell you other information required by law.

b. REDEMPTION: You have the right to buy back (redeem) the Vehicle within 15 days of the mailing of the Notice and at any later time before we sell the Vehicle. If you do not redeem, you give up all claim to the Vehicle.

c. SALE: If you don't redeem, we will sell the Vehicle. The money received at sale will be used to pay costs and expenses you owe, and then to pay the amount you owe on the Contract.

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

e. EXPENSES: You agree to pay the costs of repossessing, storing, repairing, preparing for sale and selling the Vehicle as may be allowed by law. These costs will only be due if:

1. Default exceeds fifteen (15) days at the time of repossession;
2. The amount of costs are actual, necessary and reasonable; and
3. We can prove the costs were paid.

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

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

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

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

19. THERE ARE NO WARRANTIES BY SELLER, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, UNLESS WE HAVE GIVEN YOU A SEPARATE WRITTEN WARRANTY OR UNLESS SELLER ENTERS INTO A SERVICE CONTRACT WITH BUYER WITHIN 90 DAYS FROM THE DATE OF THIS CONTRACT.

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

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

NOTICE—ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

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

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION.
ASSIGNMENT

To induce you, the "Assignee" identified on the face of this Contract or as follows, Markfield Automotive Finance, Corp. (Name) to purchase the within Contract, the Seller hereby warrants and represents, and covenants to warrant and represent that the sale has been made in strict conformity with all applicable federal, state and local laws and regulations, including, but not limited to, Article 2 of the Pennsylvania Uniform Commercial Code (13 Pa. C.S.A. §521-101 et seq); our title to the Contract and the Vehicle covered thereby is absolute, free of all liens, encumbrances and security interests, and is subject only to the rights of the Buyer as set forth therein; the Contract is genuine, the signatures thereon are not forged, true from the sale of the Vehicle as so described; and all parties thereto are of full age and had capacity to contract; the description of the Vehicle and extra equipment is complete and correct; the cash downpayment and/or trade-in allowance were actually received and no part thereof consisted of notes, post-dated checks, other credit advanced by us to Buyer or relatives or similar payments from us to the Buyer; however manufacturer rebates may constitute all or a part of the downpayment; all warranties and statements therein are true; there is owing thereon the amount financed plus interest at the Annual Percentage Rate of the Contract set forth therein; we are duly licensed under the Pennsylvania Motor Vehicle Sales Finance Act and have duly complied with all requirements thereof with respect to the transaction and with the Federal Truth-in-Lending Act and with any other federal or state law, rule or regulation applicable to this Contract; a motor vehicle title certificate showing a lien or encumbrance in favor of Assignee has been or will be applied for promptly; the registration of the Vehicle has not been suspended and the Seller knows of no facts which may result in the suspension of said registration under the Pennsylvania Motor Vehicle Financial Responsibility Act; the Buyer(s) named in the within Contract is (are) personally known to the Seller to be the same identical person(s) whose signature(s) is (are) affixed to the Contract; and Seller has no knowledge of facts impairing the validity or value of the Contract. If any such warranties or representations should be breached at any time, Seller shall repurchase said Contract from Assignee, on demand, and will pay thereto, in cash, the amount owing thereon, computed as set forth below, and said remedy shall be cumulative and not exclusive, and shall not affect any other right or remedy that Assignee might have at law or in equity against Seller. In the event that Buyer fails or refuses to make any payment due hereunder or the assertion, either oral or written, that the Vehicle is defective, not as represented to the Buyer by Seller, or that Seller refuses to honor any warranty or service agreement of Seller or manufacturer, Seller agrees that, on being advised by Assignee of such claim of Buyer, Seller will repurchase the Contract from Assignee and pay Assignee for some immediately in accordance with the repurchase terms set forth below; and Seller further agrees to hold Assignee harmless from any other claim of Buyer, including attorneys' fees, costs and expenses incurred in defending against claims asserted by Buyer and including claims for refund of payments made by Buyer to Assignee. If the Seller contracts to purchase property insurance on behalf of the Buyer, and that insurance is cancelled by the insurance company prior to its scheduled expiration date, Seller will attempt to place comparable coverage with another insurance company on behalf of the Buyer. If Seller is unable to do so, Seller will notify Buyer and pay to Buyer any additional costs incurred by the Buyer in obtaining replacement insurance for the unexpired period of the original insurance policy. By delivering this Contract to the Assignee and accepting payment for it, Seller authorizes the Assignee to complete or correct the identification of the Assignee in this Assignment to reflect the true Assignee who purchased this Contract, and/or to sign Seller's name in this Assignment, without recourse, if the Assignment has been delivered without Seller's signature.

In the event that Seller is required by this Assignment to repurchase the Contract and/or Vehicle, Seller shall pay to Assignee, in cash, the full unpaid balance of the Contract as of the date of repurchase, plus any then earned Finance Charge and any and all costs and expenses paid or incurred by Assignee in respect thereto, including reasonable attorneys' fees, in connection with claims by or against any Buyer, Owner or persons in possession of the Vehicle and/or by or against Seller.

For value received, Seller hereby sets, assigns and transfers unto the Assignee, its successors and assigns, the within Contract, all moneys due and to become due thereunder, and all right, title and interest in and to the Vehicle herein described, with full power in the Assignee in its or our name to take such legal or other action which we might have taken save for this Assignment. Unless Seller marks either of the endorsements below, titled "WITH FULL REOURSE" or "WITH REPURCHASE," Seller's assignment shall, except for the provisions of the paragraph titled "Assignment," be without recourse.

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

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

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

Seller Fullington Buick GMC J. Robert Fullington

Markfield Automotive Finance, Corp.

226-00

Date

Assignment Agreement

Household Automotive
Finance Corporation

Household

This Assignment is attached to and expressly made a part of that certain Motor Vehicle Retail Installment Contract (the "Contract") dated 2/26/2000 by and between:

Seller (Dealership): Fullington Buick Oldsmobile
Cadillac GMC Truck, Inc.
P.O. Box 214, Route 3799A T-80
Clearfield, PA 16830

Buyer(s): Tim M. Barry & McCane
1113 Willow Dr
Clearfield, PA 16830

It is expressly understood and agreed that Household Automotive Finance Corporation (HAFC) is substituted each and every time where the name

Sovereign Bank
appears within the Contract.

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

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

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

Seller-Dealership (please print): Fullington Buick Oldsmobile Cadillac GMC Truck, Inc.

Seller's Agent (please print): J. Richard Fullington, Jr.

Agent's Signature: Richard Fullington

Title of Agent: President

Date of Assignment: 2-26-2000

EXHIBIT B

AP# 22917523

Verification

I, Jacquelyn Munsterman am an employee of Midland Credit Management, Inc. which is by contract the servicer for plaintiff Midland Funding NCC-2 Corp retained to collect delinquent debt. I am authorized to make this verification pursuant to a servicing agreement from plaintiff to Midland Credit Management, Inc. The foregoing averments of fact in the within pleading are true and correct to the best of my knowledge, information and belief. I understand that the statements made herein are subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to the authorities.

Date: 2/15/07

JM
Name

Tina McCune
500000525736

Midland Funding NCC-2 Corp
8875 Aero Drive Suite 200, San Diego CA 92123
Plaintiff

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

v.

TINA MCCUNE AKA TINA BILLOTTE
AKA TINA MCCLURE
1814 Dorey Street Ext
Clearfield PA 16830-3238

Defendant : CIVIL ACTION - LAW

: NO. 07-409-CD

Praecipe for Default Judgment

To the Prothonotary:

Please enter judgment by default for want of an answer in the above case in favor of the plaintiff and against the defendant, and assess damages as follows:

Principal: \$8,451.16

TOTAL \$8,451.16

Understanding that false statements herein made are subject to penalty under 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities, I verify that:

1. The above are the precise last-known addresses of the judgment debtor and creditor.
2. The annexed notice of intention to file this praecipe was mailed to all parties against whom judgment is to be entered and to their record attorneys, if any, after the default occurred, and at least ten days prior to the date of the filing of this praecipe.
3. Pursuant to Section 201(b)(1)(A) of the Servicemembers Civil Relief Act of 2003 (SCRA), the defendant is not in the military service of the United States based on information received from the defendant and/or the Department of Defense website.

**JUDGMENT BY DEFAULT ENTERED
AND DAMAGES ASSESSED AS ABOVE.
NOTICE GIVEN UNDER PA.R.CIV.P. 236**

William A. Shaw lm
Pro Prothonotary

Burton Neil & Associates, P.C.

BY: _____

Burton Neil, Esquire
Attorney for Plaintiff
I.D. #11348
1060 Andrew Drive, Suite 170
W. Chester, PA 19380

The law firm of Burton Neil & Associates is a debt collector.

81034



MIDLAND FUNDING NCC-2 CORP

81034

: IN THE COURT OF COMMON PLEAS

Plaintiff

: CLEARFIELD COUNTY, PENNSYLVANIA

v.

TINA MCCUNE

AKA TINA BILLOTTE AKA TINA MCCLURE

Defendant

: NO. 07-409-CD

: CIVIL ACTION - LAW

Notice of Intention to File Praeclipe for Default Judgment

TO: Tina McCune
aka Tina Billotte aka Tina McClure
1814 Dorey Street Ext
Clearfield PA 16830-3238

IMPORTANT NOTICE

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 (10) days from the date of this notice, a judgment may be entered against you without a hearing and you may lose your property or other important rights. You should take this notice to your 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. 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.

**LAWYER REFERENCE AND
INFORMATION SERVICE**

David S. Meholic
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
Telephone No. 814-765-2641 Ext. 5982

DATE OF NOTICE: May 14, 2007

Burton Neil & Associates, P.C.

By: _____

Burton Neil, Esquire
Attorney for Plaintiff
Identification No. 11348
1060 Andrew Drive, Suite 170
West Chester, PA 19380
(610) 696-2120

In making this communication, we advise our office is a
debt collector.



Burton Neil & Associates, P.C.
By: Burton Neil, Esquire ID. N. 11348
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-696-2120
ATTORNEY FOR: Plaintiff
Midland Funding NCC-2 Corp

: IN THE COURT OF COMMON PLEAS

Plaintiff

v.

: CLEARFIELD COUNTY, PENNSYLVANIA

TINA MCCUNE AKA TINA BILLOTTE
AKA TINA MCCLURE

Defendant

: NO. 07-409-CD

: CIVIL ACTION - LAW

Rule of Civil Procedure NO. 236 (Revised)

Notice is given that a JUDGMENT in the above captioned matter has been entered against you
on July 23, 2007 as to Tina McCune aka Tina Billotte aka Tina
McClure ONLY.

Prothonotary



By: _____

Deputy

If you have any questions concerning the above, please contact:

Burton Neil, Esquire
Attorney for Party Filing
1060 Andrew Drive, Suite 170
West Chester, PA 19380
Phone: 610-696-2120

The law firm of Burton Neil & Associates is a debt collector.

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

Midland Funding NCC-2 Corp
Plaintiff(s)

No.: 2007-00409-CD

Real Debt: \$8,451.16

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Tina McCune
Barry McCune
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment as to Tina
McCune ONLY

Date of Entry: July 23, 2007

Expires: July 23, 2012

Certified from the record this July 23, 2007



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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MIDLAND FUNDING NCC-2 Corp
8875 Aero Drive Suite 200
San Diego CA 92123

Plaintiff(s)
v.

TINA MCCUNE AKA TINA BILLOTTE
AKA TINA MCCLURE

Praecipe for Writ of Execution
401 W. Locust Street
Clearfield PA 16830-1611
Defendant(s)

CIVIL DIVISION, ARBITRATION
AND STATUTORY APPEALS ONLY

CASE NO. 07-409-CD

TYPE OF PLEADING:

CODE AND CLASSIFICATION:

FILED ON BEHALF OF: Plaintiff
MIDLAND FUNDING NCC-2 Corp
(Name of Party, indicate plaintiff or defendant)

NAME, ADDRESS AND TELEPHONE OF:

Counsel of Record
 Individual, if pro se

Yale D. Weinstein, Esquire
Burton Neil & Associates, P.C.
1060 Andrew Drive, Suite 170
West Chester, PA 19380
Telephone: 610-696-2120
email: litigation@burt-law.com

Attorney's State ID# 89678

Attorney's Firm ID# _____

(Signature)

S **FILED**
JUL 12 2011 Atty PD.
Att. PD.
\$20.00
1CCPL
Writs to
Sheriff
William A. Shaw
Prothonotary/Clerk of Courts
OK

PRAECIPE FOR WRIT OF EXECUTION (MONEY JUDGMENT)
Pa.R.C.P. § 3103 to 3149

MIDLAND FUNDING NCC-2 Corp : IN THE COURT OF COMMON PLEAS
8875 Aero Drive Suite 200, San Diego CA 92123
Plaintiff

v.

TINA MCCUNE AKA TINA BILLOTTE : CLEARFIELD COUNTY, PENNSYLVANIA
AKA TINA MCCLURE
401 W. Locust Street, Clearfield PA 16830-1611
Defendant(s) : NO. 07-409-CD

FIRST COMMONWEALTH BANK
14303 Clearfield Shawville Hwy, Clearfield, PA 16830
Garnishee(s) : CIVIL ACTION - LAW

To the Prothonotary: ISSUE A WRIT OF EXECUTION IN THE ABOVE MATTER

1. Directed to the Sheriff of Clearfield County, Pennsylvania
2. against TINA MCCUNE AKA TINA BILLOTTE AKA TINA MCCLURE, Defendant(s)
3. and against FIRST COMMONWEALTH BANK, Garnishee(s)
4. and index this writ
 - (a) against _____, Defendant(s)
 - (b) against _____, Garnishee(s)

as a lis pendens against the real property of the defendant(s) in the name of the Garnishee(s) as follows:

(specifically describe property)

NO LEVY - GARNISHMENT ONLY

Serve interrogatories on garnishee at: 14303 Clearfield Shawville Hwy, Clearfield, PA 16830-6003

5. Amount Due \$ 8,451.16
Interest from 07/23/2007 \$ 2,014.10
Total \$10,465.26*

*Plus writ costs

Dated: June 13, 2011

Prothonotary costs

132.00

Yale D. Weinstein, Esquire
Attorney for Plaintiff

NOTE: Under paragraph 1 when the writ is directed to sheriff of another county as authorized by Rule 3103(b), the county should be indicated. Under Rule 3103(c) a writ issued on a transferred judgment may be directed only to the sheriff of the county in which issued. Paragraph 3 above should be completed only if indexing of the execution in the county of issuance is desired as authorized by Rule 3104(a). When the writ issued to another county indexing is required as of course in that county. See Rule 3104(b). Paragraph 4(b) should be completed only if real property in the name of the garnishee is attached and indexing as a lis pendens is desired. See Rule 3104(c).

The firm of Burton Neil & Associates, P.C. is attempting to collect a debt.

MIDLAND FUNDING NCC-2 Corp
Plaintiff

v.
TINA MCCUNE AKA TINA BILLOTTE
AKA TINA MCCLURE

Defendant(s)
FIRST COMMONWEALTH BANK
Garnishee(s)

: IN THE COURT OF COMMON PLEAS

: CLEARFIELD COUNTY, PENNSYLVANIA

: NO. 07-409-CD

: CIVIL ACTION - LAW

COOPY

MONEY JUDGMENT

Writ of Execution

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

To satisfy the judgment, interest and costs against TINA MCCUNE AKA TINA
BILLOTTE AKA TINA MCCLURE Defendant:

1. You are directed to levy upon the property of the defendant(s) and to sell the defendant's interest therein; NO LEVY, GARNISHMENT ONLY
2. You are also directed to attach the property of the defendant not levied upon in the possession of FIRST COMMONWEALTH BANK 14303 Clearfield Shawville Hwy, Clearfield, PA 16830-6003 Garnishee, as garnishee and to notify the garnishee that (a) an attachment has been issued; (b) except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof; (c) the attachment shall not include
 - (i) the first \$10,000 or each account of the defendant with a bank or other financial institution containing any funds which are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania federal law.
 - (ii) each account of the defendant with a bank or other financial institution in which funds on deposit exceed \$10,000 at any time if all funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law.

(iii) any funds in an account of the defendant with a bank or other financial institution that total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.

3. If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify such other person that he or she has been added as a garnishee and is enjoined as above stated.

Amount Due	\$ 8,451.16	COSTS:
Interest from 07/23/2007	\$ 2,014.10	Prothonotary \$ 132.00
Total*	\$10,465.26	Sheriff \$

*Plus costs per endorsement

SEAL



Prothonotary

Court of Common Pleas of
Clearfield County, Pennsylvania

Per _____
Deputy

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300 statutory exemption
2. Bibles, school books, sewing machines, uniforms and equipment
3. Most wages and unemployment compensation
4. Social Security benefits
5. Certain retirement funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

In making this communication, we advise that our firm is a debt collector.

To Deputy 7/13/11

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 07-409-CD

MIDLAND FUNDING NCC-2 CORP

vs

TINA MCCUNE AKA TINA BILLOTTE AKA TINA MCCLURE
TO: FIRST COMMONWEALTH BANK

SERVICE # 1 OF 2

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE

SERVE BY: 08/11/2010 HEARING: PAGE: 108661

DEFENDANT: FIRST COMMONWEALTH BANK, Garnishee
ADDRESS: 14303 CLEARFIELD SHAWVILLE HWY
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

ATTEMPTS: Date Time Results

OCCUPIED
Date Time Results

William A. Scan
Administrator, Clerk of Courts

FILED
09/05/2011
CLerk

SHERIFF'S RETURN

NOW, July 13 2011 AT 3²⁵ AM / PM SERVED THE WITHIN

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE ON FIRST COMMONWEALTH BANK, Garnishee,
DEFENDANT

BY HANDING TO Christine Taylor Manager

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS
THEREOF.

ADDRESS SERVED 14303 Clearfield Shawville Hwy Clearfield PA
(Residence) Employment (Sheriff's Office) (Other)
14303

NOW _____ AT _____ AM / PM POSTED THE WITHIN

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE FOR FIRST COMMONWEALTH BANK, Garnishee

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO FIRST COMMONWEALTH BANK, Garnishee

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

DAY OF _____ 2011

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Jeffrey L. Rhone
Deputy Signature

Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Dkt Pg. 108661

2 of 2

MIDLAND FUNDING NCC-2 CORP

-vs-

TINA MCCUNE aka TINA BILLOTTE aka TINA MCCLURE
TO: FIRST COMMONWEALTH BANK, Garnishee

NO. 07-409-CD

WRIT OF EXECUTION/
INTERROGATORIES TO
GARNISHEE

SHERIFF'S RETURN

NOW JULY 15, 2011 MAILED THE WITHIN:
WRIT, WRIT NOTICE, CLAIM FOR EXEMPTION
TO: TINA MCCUNE
AT: 401 W. LOCUST STREET, CLEARFIELD, PA. 16830-1611
IN S.A.S.E.

FILED
07-51401
JUL 15 2011
S
William A. Shan
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 108661
NO: 07-409-CD
SERVICES 2
WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE

PLAINTIFF: MIDLAND FUNDING NCC-2 CORP

vs.

DEFENDANT: TINA MCCUNE AKA TINA BILLOTTE AKA TINA MCCLURE
TO: FIRST COMMONWEALTH BANK

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	NEIL	002484	20.00
SHERIFF HAWKINS	NEIL	002484	28.50

Sworn to Before Me This

So Answers,

____ Day of _____ 2011



by *Marlyn Farns*

Chester A. Hawkins
Sheriff

Burton Neil & Associates, P.C.
By: Yale D. Weinstein, Esquire ID. NO. 89678
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-696-2120
Attorney for Plaintiff

MIDLAND FUNDING NCC-2 Corp
Plaintiff

v.

TINA MCCUNE AKA TINA BILLOTTE
AKA TINA MCCLURE
401 W. Locust Street, Clearfield PA 16830-1611
Defendant(s)
FIRST COMMONWEALTH BANK
Garnishee

FILED NO
M 18:58:04 CC
JUL 25 2011
William A. Shaw
Prothonotary/Clerk of Courts

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
: NO. 07-409-CD
: CIVIL ACTION -LAW

RECEIVED

JUL 13 2011

To: FIRST COMMONWEALTH BANK
14303 Clearfield Shawville Hwy, Clearfield, PA 16830-6003

*Answers to
Interrogatories to Garnishee*

For all answers to this and the foregoing Interrogatories, see Exhibit "A" attached hereto and made part of hereof.

You are required to file answers to the following interrogatories within twenty (20) days after service upon you. Failure to do so may result in judgment against you:

1. At the time you were served or at any subsequent time did you owe the defendant any money or were you liable to the defendant or any negotiable or other written instrument, or did the defendant claim that you owed the defendant any money or were liable to the defendant for any reason?

2. At the time you were served or at any subsequent time was there in your possession, custody or control or in the joint possession, custody or control of yourself and one or more other persons any property of any nature owed solely or in part by the defendant?

3. If the answer to 1 and/or 2 is yes, please specify the nature of the property and, if money, the amount?

4. At the time you were served or at any subsequent time did you hold legal title to any property of any nature owned solely or in part by the defendant or in which defendant held or claimed any interest?

5. At the time you were served or at any subsequent time did you hold as fiduciary any property in which defendant had an interest?

6. At any time before or after you were served did the defendant transfer or deliver any property to you or any person or place pursuant to your direction or consent and if so what was the consideration therefor?

7. At any time after you were served did you pay, transfer or deliver any money or property to the defendant or to any person or place pursuant to the defendant's direction or otherwise discharge any claim of the defendant against you?

8. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which funds are deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law? If so, identify each account and state the reason for the exemption, the amount being withheld under each exemption and the entity electronically depositing those funds on a recurring basis.

9. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which funds on deposit, not including any otherwise exempt funds, did not exceed the amount of the general monetary exemption under 42 Pa.C.S. § 8123? If so, identify each account.

Burton Neil & Associates, P.C.

By:

Yale D. Weinstein, Esquire

The firm of Burton Neil & Associates, P.C. is attempting to collect a debt.

EXHIBIT "A"

ANSWERS TO INTERROGATORIES

1. No
2. Yes, checking account number 7110227927 into Tina M. Billotte with a current balance of zero.
3. See #2 above
4. No
5. No
6. No
7. No
8. Yes, client receives recurring deposits but do not know if deposits are exempt.
9. See #2 above

VERIFICATION

COMMONWEALTH OF PENNSYLVANIA)

)

COUNTY OF INDIANA)

On this 20th day of July 2011 before me, the undersigned officer, a Notary Public in and for said Commonwealth and County, personally appeared LEDA E MCCRACKEN, who being duly sworn according to law, acknowledged that she is Assistant Vice President of First Commonwealth Bank, and that the facts set forth in the foregoing Interrogatories are true and correct to the best of her knowledge and belief.

Leda E. McCracken

Leda E. McCracken, Asst. Vice President
First Commonwealth Bank

Sworn and subscribed to before me
This 20th day of July 2011

Karen K. Gamble

Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Karen K. Gamble, Notary Public

Indiana Boro, Indiana County

My Commission Expires Aug. 13, 2011

Member, Pennsylvania Association of Notaries

CERTIFICATE OF SERVICE

I hereby certify that on July 20, 2011 I have this day caused to be served a true and correct copy of this ANSWERS TO INTERROGATORIES upon the following parties:

VIA CERTIFIED U.S. MAIL

*Tina M. Billotte
401 W Locus St.
Clearfield, PA 16830-1611*

As Defendant

VIA REGULAR U.S. MAIL

*Yale D. Weinstein, Esquire
Burton Neil & Associates, PC
1060 Andrew Drive, Suite 170
West Chester, PA 19380*

As Plaintiff

Leda E. McCracken
Leda E. McCracken
Assistant Vice President
First Commonwealth Bank

CLEARFIELD County, Pennsylvania
Department of Court Records
Civil Division

COVER SHEET

Plaintiff(s)

MIDLAND FUNDING NCC-2 Corp
8875 Aero Drive Suite 200
San Diego CA 92123

Case Number:
07-409-CD

*S*ec. 111-111-111
R
AUG 01 2011
n (12057C
William A. Shan
Prothonotary/Clerk of Courts
No C/L

Type of Pleading:
Praecipe to Dissolve Attachment

Code and Classification:

Filed on Behalf of:
Plaintiff
MIDLAND FUNDING NCC-2 Corp

Vs.

(Name of the filing party)

Defendant(s)

TINA MCCUNE AKA TINA
BILLOTTE AKA TINA MCCLURE
401 W. Locust Street
Clearfield PA 16830-1611

Counsel of Record
 Individual, if pro se

Name, Address and Telephone Number:
Yale D. Weinstein, Esquire
Burton Neil & Associates, P.C.
1060 Andrew Drive, Suite 170
West Chester, PA 19380
Telephone: 610-696-2120
email: litigation@burt-law.com

Attorney's State ID:
89678

Attorney's Firm ID:

(Signature)

Burton Neil & Associates, P.C.
By: Yale D. Weinstein, Esquire ID. NO. 89678
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-696-2120
Attorney for Plaintiff

MIDLAND FUNDING NCC-2 Corp : IN THE COURT OF COMMON PLEAS
Plaintiff

v. : CLEARFIELD COUNTY, PENNSYLVANIA

TINA MCCUNE AKA TINA BILLOTTE : NO. 07-409-CD
AKA TINA MCCLURE
Defendant
and
FIRST COMMONWEALTH BANK : CIVIL ACTION - LAW
Garnishee

Praecipe to Dissolve Attachment

To the Prothonotary:

Dissolve the attachment against FIRST COMMONWEALTH BANK, garnishee.

Burton Neil & Associates, P.C.

By: _____


Yale D. Weinstein, Esquire
Attorney for Plaintiff

The law firm of Burton Neil & Associates is a debt collector.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MIDLAND FUNDING NCC-2 CORP
8875 Aero Drive Suite 200
San Diego CA 92123

Plaintiff(s)

v.

TINA MCCUNE AKA TINA BILLOTTE
AKA TINA MCCLURE
401 W. Locust Street
Clearfield PA 16830-1611

Defendant(s)

CIVIL DIVISION, ARBITRATION
AND STATUTORY APPEALS ONLY

CASE NO. 07-409-CD

TYPE OF PLEADING:

Praecipe for Writ of Execution

CODE AND CLASSIFICATION:

FILED ON BEHALF OF: Plaintiff
MIDLAND FUNDING NCC-2 CORP
(Name of Party, indicate plaintiff or defendant)

NAME, ADDRESS AND TELEPHONE OF:

X Counsel of Record
_____ Individual, if pro se

Yale D. Weinstein, Esquire
Burton Neil & Associates, P.C.
1060 Andrew Drive, Suite 170
West Chester, PA 19380
Telephone: 610-696-2120
email: litigation@burt-law.com

Attorney's State ID# 89678

Attorney's Firm ID# _____

(Signature)

5 **FILED** 1cc &
m/1/2013 6 Writs
FEB 19 2013 to Sheriff
William A. Shaw
Protocolary/Clerk of Courts Atty pd.
\$20.00

6K

PRAECIPE FOR WRIT OF EXECUTION (MONEY JUDGMENT)
Pa.R.C.P. § 3103 to 3149

MIDLAND FUNDING NCC-2 CORP
8875 Aero Drive Suite 200, San Diego CA 92123
Plaintiff

: IN THE COURT OF COMMON PLEAS

v.
TINA MCCUNE AKA TINA BILLOTTE
AKA TINA MCCLURE
401 W. Locust Street, Clearfield PA 16830-1611
Defendant(s)
TIMBERLAND FCU
710 River Road, Clearfield, PA 16830
Garnishee(s)

: CLEARFIELD COUNTY, PENNSYLVANIA
: NO. 07-409-CD
: CIVIL ACTION - LAW

To the Prothonotary: ISSUE A WRIT OF EXECUTION IN THE ABOVE MATTER

1. Directed to the Sheriff of Clearfield County, Pennsylvania
2. against TINA MCCUNE AKA TINA BILLOTTE AKA TINA MCCLURE, Defendant(s)
3. and against TIMBERLAND FCU, Garnishee(s)
4. and index this writ
 - (a) against _____, Defendant(s)
 - (b) against _____, Garnishee(s)

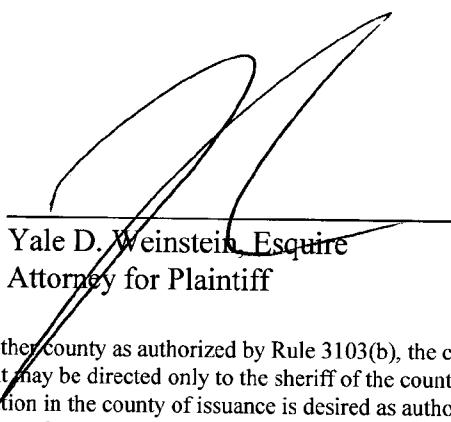
as a lis pendens against the real property of the defendant(s) in the name of the Garnishee(s) as follows:
(specifically describe property)

NO LEVY - GARNISHMENT ONLY

Serve interrogatories on garnishee at: 710 River Road, Clearfield, PA 16830

5. Amount Due \$ 8,451.16
Interest from 07/23/2007 \$ 2,876.20
Total \$11,327.36*

*Plus writ costs **Prothonotary costs 159.00**
Dated: February 5, 2013


Yale D. Weinstein, Esquire
Attorney for Plaintiff

NOTE: Under paragraph 1 when the writ is directed to sheriff of another county as authorized by Rule 3103(b), the county should be indicated. Under Rule 3103(c) a writ issued on a transferred judgment may be directed only to the sheriff of the county in which issued. Paragraph 3 above should be completed only if indexing of the execution in the county of issuance is desired as authorized by Rule 3104(a). When the writ issued to another county indexing is required as of course in that county. See Rule 3104(b). Paragraph 4(b) should be completed only if real property in the name of the garnishee is attached and indexing as a lis pendens is desired. See Rule 3104(c).

The firm of Burton Neil & Associates, P.C. is attempting to collect a debt.

MIDLAND FUNDING NCC-2 CORP : IN THE COURT OF COMMON PLEAS
Plaintiff :
v.
TINA MCCUNE AKA TINA BILLOTTE : CLEARFIELD COUNTY, PENNSYLVANIA
AKA TINA MCCLURE
Defendant(s) : NO. 07-409-CD
TIMBERLAND FCU
Garnishee(s) : CIVIL ACTION - LAW

MONEY JUDGMENT

Writ of Execution

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

To satisfy the judgment, interest and costs against TINA MCCUNE AKA TINA
BILLOTTE AKA TINA MCCLURE Defendant:

1. You are directed to levy upon the property of the defendant(s) and to sell the defendant's interest therein; NO LEVY, GARNISHMENT ONLY
2. You are also directed to attach the property of the defendant not levied upon in the possession of TIMBERLAND FCU 710 River Road, Clearfield, PA 16830 Garnishee and to notify the garnishee that (a) an attachment has been issued; (b) except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof; (c) the attachment shall not include
 - (i) the first \$10,000 or each account of the defendant with a bank or other financial institution containing any funds which are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania federal law.
 - (ii) each account of the defendant with a bank or other financial institution in which funds on deposit exceed \$10,000 at any time if all funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law.

(iii) any funds in an account of the defendant with a bank or other financial institution that total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.

3. If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify such other person that he or she has been added as a garnishee and is enjoined as above stated.

Amount Due \$ 8,451.16
Interest from 07/23/2007 \$ 2,876.20

COSTS:
Prothonotary costs Prothonotary \$ 159.00
Sheriff \$

Total* \$11,327.36

*Plus costs per endorsement

SEAL


21/9/13

Prothonotary

Court of Common Pleas of
Clearfield County, Pennsylvania

Per _____
Deputy

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300 statutory exemption
2. Bibles, school books, sewing machines, uniforms and equipment
3. Most wages and unemployment compensation
4. Social Security benefits
5. Certain retirement funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

In making this communication, we advise that our firm is a debt collector.

MIDLAND FUNDING NCC-2 CORP : IN THE COURT OF COMMON PLEAS
Plaintiff

v. : CLEARFIELD, COUNTY PENNSYLVANIA

TINA MCCUNE AKA TINA BILLOTTE
AKA TINA MCCLURE

Defendant(s) : NO. 07-409-CD

TIMBERLAND FCU

Garnishee(s) : CIVIL ACTION LAW

Writ of Execution - Notice

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly:

1. Fill out the attached claim form and demand for a prompt hearing.
2. Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court ready to explain your exemption. If you do not come to court and prove your exemption, you may lose some of your property.

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.

LAWYER REFERENCE AND INFORMATION SERVICE

F. Cortez Bell, III
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
Telephone No. 814-765-2641 Ext. 5982

The firm of Burton Neil & Associates, P.C. is attempting to collect a debt.

MIDLAND FUNDING NCC-2 CORP : IN THE COURT OF COMMON PLEAS
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA
v.
TINA MCCUNE AKA TINA BILLOTTE :
AKA TINA MCCLURE
Defendant(s) : NO. 07-409-CD
TIMBERLAND FCU
Garnishee(s) : CIVIL-ACTION - LAW

Claim for Exemption

To the Sheriff:

I, the above-named defendant claim exemption of property from levy or attachment:

1. From my personal property in my possession which has been levied upon:

a. I desire that my \$300 statutory exemption be
 (i) set aside in kind (specify property to be set aside in kind)

(ii) paid in cash following the sale of the property levied upon;

b. I claim the following exemption (specify property and basis of exemption)

2. From my property which is in the possession of a third party, I claim the following exemptions:

a. my statutory exemption in cash;
 in kind (specify property)

b. social security benefits on deposit in the amount of \$

c. other (specify basis of exemption)

I request a prompt hearing to determine the exemption. Notice of this hearing should be given to me at:

(Address)

(Telephone Number)

I verify that the statements made in this Claim for Exemption 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.

Date:

Signature of Defendant

THIS CLAIM TO BE FILED WITH THE OFFICE OF
THE SHERIFF OF CLEARFIELD COUNTY:

Sheriff of Clearfield County
1 North Second Street, Ste 116
Clearfield, PA 16830
814/765-2641

The firm of Burton Neil & Associates, P.C. is attempting to collect a debt.

Burton Neil & Associates, P.C.

By: Yale D. Weinstein, Esquire ID. NO. 89678
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-696-2120

Attorney for Plaintiff

MIDLAND FUNDING NCC-2 CORP
Plaintiff

v.

TINA MCCUNE AKA TINA BILLOTTE
AKA TINA MCCLURE
401 W. Locust Street, Clearfield PA 16830-1611
Defendant(s)

TIMBERLAND FCU

Garnishee

: IN THE COURT OF COMMON PLEAS

: CLEARFIELD COUNTY, PENNSYLVANIA

: NO. 07-409-CD

: CIVIL ACTION -LAW

FILED
m/11/2013
FEB 19 2013

William A. Shaw, Jr., 6K
Prothonotary/Clerk of Courts

To: TIMBERLAND FCU
710 River Road, Clearfield, PA 16830

Interrogatories to Garnishee

You are required to file answers to the following interrogatories within twenty (20) days after service upon you. Failure to do so may result in judgment against you:

1. At the time you were served or at any subsequent time did you owe the defendant any money or were you liable to the defendant or any negotiable or other written instrument, or did the defendant claim that you owed the defendant any money or were liable to the defendant for any reason?

2. At the time you were served or at any subsequent time was there in your possession, custody or control or in the joint possession, custody or control of yourself and one or more other persons any property of any nature owed solely or in part by the defendant?

3. If the answer to 1 and/or 2 is yes, please specify the nature of the property and, if money, the amount?

4. At the time you were served or at any subsequent time did you hold legal title to any property of any nature owned solely or in part by the defendant or in which defendant held or claimed any interest?

5. At the time you were served or at any subsequent time did you hold as fiduciary any property in which defendant had an interest?

6. At any time before you were served did the defendant transfer or deliver any property to you or any person or place pursuant to your direction or consent and if so what was the consideration therefor?

7. At any time after you were served did you pay, transfer or deliver any money or property to the defendant or to any person or place pursuant to the defendant's direction or otherwise discharge any claim of the defendant against you?

8. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which funds are deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law? If so, identify each account and state the reason for the exemption, the amount being withheld under each exemption and the entity electronically depositing those funds on a recurring basis.

9. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which funds on deposit, not including any otherwise exempt funds, did not exceed the amount of the general monetary exemption under 42 Pa.C.S. § 8123? If so, identify each account.

Burton Neil & Associates, P.C.

By:

Yale D. Weinstein, Esquire

The firm of Burton Neil & Associates, P.C. is attempting to collect a debt.

To Deputy 2/25/13

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 07-409-CD

MIDLAND FUNDING NCC-2 CORP

vs

TINA MCCUNE aka TINA BILLOTTE aka TINA MCCLURE
TO: TIMBERLAND FCU, Garnishee

SERVICE # 1 OF 2

WRIT OF EXECUTION, INTERROGATORIES

SERVE BY: 05/20/2013 HEARING: 10:30 AM PAGE: 110432

DEFENDANT: TIMBERLAND FCU, Garnishee
ADDRESS: 8764 CLEARFIELD CURWENSVILLE HWY.
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

5 FILED
03/14/13
FEB 28 2013

William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW, 2-27-13 AT 2:55 AM / PM SERVED THE WITHIN

WRIT OF EXECUTION, INTERROGATORIES ON TIMBERLAND FCU, Garnishee, DEFENDANT
BY HANDING TO Kimberly Cowder, Teller.

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS
THEREOF.

ADDRESS SERVED 8764 Clearfield Kurvensville Hwy Clearfield Pa
(Residence) (Employment) (Sheriff's Office) (Other)

NOW _____ AT _____ AM / PM POSTED THE WITHIN

WRIT OF EXECUTION, INTERROGATORIES FOR TIMBERLAND FCU, Garnishee

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO TIMBERLAND FCU, Garnishee

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

DAY OF 2013

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

hawkins
Deputy Signature

S. Knepp
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Dkt Pg. 110432

2 OF 2

MIDLAND FUNDING NCC-2 CORP

NO. 07-409-CD

-VS-

TINA MCCUNE aka TINA BILLOTTE aka TINA MCCLURE
TO: TIMBERLAND FCU, Garnishee

WRIT OF EXECUTION/
INTERROGATORIES TO
GARNISHEE

SHERIFF'S RETURN

NOW FEBRUARY 28, 2013 MAILED THE WITHIN:
WRIT, WRIT NOTICE & CLAIM FOR EXEMPTION
TO: TINA MCCUNE, DEFENDANT
AT: 401 W. LOCUST STREET, CLEARFIELD, PA. 16830-1611
IN THE S.A.S.E.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 110432
NO: 07-409-CD
SERVICES 2
WRIT OF EXECUTION, INTERROGATORIES

PLAINTIFF: MIDLAND FUNDING NCC-2 CORP

vs.

DEFENDANT: TINA MCCUNE aka TINA BILLOTTE aka TINA MCCLURE
TO: TIMBERLAND FCU, Garnishee

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	NEIL	014633	20.00
SHERIFF HAWKINS	NEIL	014633	28.50

Sworn to Before Me This

So Answers,

____ Day of _____ 2013



Chester A. Hawkins
Sheriff

MIDLAND FUNDING NCC-2 CORP : IN THE COURT OF COMMON PLEAS
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA
v.
TINA MCCUNE AKA TINA BILLOTTE :
AKA TINA MCCLURE
Defendant(s) : NO. 07-409-CD
TIMBERLAND FCU :
Garnishee(s) : CIVIL ACTION - LAW

MONEY JUDGMENT

Writ of Execution

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

To satisfy the judgment, interest and costs against TINA MCCUNE AKA TINA
BILLOTTE AKA TINA MCCLURE Defendant:

1. You are directed to levy upon the property of the defendant(s) and to sell the defendant's interest therein; NO LEVY, GARNISHMENT ONLY
2. You are also directed to attach the property of the defendant not levied upon in the possession of TIMBERLAND FCU 710 River Road, Clearfield, PA 16830 Garnishee and to notify the garnishee that (a) an attachment has been issued; (b) except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof; (c) the attachment shall not include
 - (i) the first \$10,000 or each account of the defendant with a bank or other financial institution containing any funds which are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania federal law.
 - (ii) each account of the defendant with a bank or other financial institution in which funds on deposit exceed \$10,000 at any time if all funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law.

(iii) any funds in an account of the defendant with a bank or other financial institution that total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.

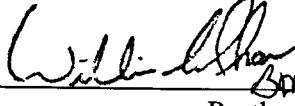
3. If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify such other person that he or she has been added as a garnishee and is enjoined as above stated.

Amount Due	\$ 8,451.16	Prothonotary costs	COSTS:
Interest from 07/23/2007	\$ 2,876.20		Prothonotary \$ 159.00
			Sheriff \$

Total* \$11,327.36

*Plus costs per endorsement

SEAL

 21913
Prothonotary

Received this writ this 19th day
of February A.D. 2013
At 2:45 A.M./P.M.

Court of Common Pleas of
Clearfield County, Pennsylvania

Chester A. Hawkins
S. My Merlyn Hamm

Per _____ Deputy

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300 statutory exemption
2. Bibles, school books, sewing machines, uniforms and equipment
3. Most wages and unemployment compensation
4. Social Security benefits
5. Certain retirement funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

In making this communication, we advise that our firm is a debt collector.

MIDLAND FUNDING NCC-2 CORP : IN THE COURT OF COMMON PLEAS
Plaintiff : CLEARFIELD, COUNTY PENNSYLVANIA

v.
TINA MCCUNE AKA TINA BILLOTTE
AKA TINA MCCLURE

Defendant(s) : NO. 07-409-CD
TIMBERLAND FCU

Garnishee(s) : CIVIL ACTION LAW

Writ of Execution - Notice

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly:

1. Fill out the attached claim form and demand for a prompt hearing.
2. Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court ready to explain your exemption. If you do not come to court and prove your exemption, you may lose some of your property.

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.

LAWYER REFERENCE AND INFORMATION SERVICE
F. Cortez Bell, III
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
Telephone No. 814-765-2641 Ext. 5982

The firm of Burton Neil & Associates, P.C. is attempting to collect a debt.

MIDLAND FUNDING NCC-2 CORP : IN THE COURT OF COMMON PLEAS
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA
v.
TINA MCCUNE AKA TINA BILLOTTE :
AKA TINA MCCLURE
Defendant(s) : NO. 07-409-CD
TIMBERLAND FCU
Garnishee(s) : CIVIL-ACTION - LAW

Claim for Exemption

To the Sheriff:

I, the above-named defendant claim exemption of property from levy or attachment:

1. From my personal property in my possession which has been levied upon:

a. I desire that my \$300 statutory exemption be
 (i) set aside in kind (specify property to be set aside in kind)

(ii) paid in cash following the sale of the property levied upon;

b. I claim the following exemption (specify property and basis of exemption)

2. From my property which is in the possession of a third party, I claim the following exemptions:

a. my statutory exemption _____ in cash;
_____ in kind (specify property)

b. social security benefits on deposit in the amount of \$ _____

c. other (specify basis of exemption) _____

I request a prompt hearing to determine the exemption. Notice of this hearing should be given to me at:

(Address)

(Telephone Number)

I verify that the statements made in this Claim for Exemption 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.

Date: _____

Signature of Defendant

THIS CLAIM TO BE FILED WITH THE OFFICE OF
THE SHERIFF OF CLEARFIELD COUNTY:

Sheriff of Clearfield County
1 North Second Street, Ste 116
Clearfield, PA 16830
814/765-2641

The firm of Burton Neil & Associates, P.C. is attempting to collect a debt.

CLEARFIELD County, Pennsylvania
Department of Court Records
Civil Division

COVER SHEET

Plaintiff(s)

MIDLAND FUNDING NCC-2 Corp
8875 Aero Drive Suite 200
San Diego CA 92123

Case Number:
07-409-CD

pd \$7.00 Atty
SPL 10/10/13 1cc to Atty &
m/10/30 LM Garnishee, Timberland
FCU
R 2013
William A. Shaw (envelopes enclosed)
Prothonotary/Clerk of Courts

Type of Pleading:
Praecipe to Dissolve Attachment

Code and Classification:

Filed on Behalf of:
Plaintiff
MIDLAND FUNDING NCC-2 Corp

Vs.

(Name of the filing party)

Defendant(s)

TINA MCCUNE AKA TINA BILLOTTE
AKA TINA MCCLURE
401 W. Locust Street
Clearfield PA 16830-1611

 X Counsel of Record
 Individual, if pro se

Name, Address and Telephone Number:
Yale D. Weinstein, Esquire
Burton Neil & Associates, P.C.
1060 Andrew Drive, Suite 170
West Chester, PA 19380
Telephone: 610-696-2120
email: litigation@burt-law.com

Attorney's State ID:
89678

Attorney's Firm ID:

(Signature)

Burton Neil & Associates, P.C.
By: Yale D. Weinstein, Esquire ID. NO. 89678
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-696-2120

Attorney for Plaintiff

MIDLAND FUNDING NCC-2 Corp : IN THE COURT OF COMMON PLEAS
Plaintiff

v. : CLEARFIELD COUNTY, PENNSYLVANIA

TINA MCCUNE AKA TINA BILLOTTE
AKA TINA MCCLURE

Defendant : NO. 07-409-CD

and

TIMBERLAND FCU

Garnishee : CIVIL ACTION - LAW

Praecipe to Dissolve Attachment

To the Prothonotary:

Dissolve the attachment against TIMBERLAND FCU, garnishee.

Burton Neil & Associates, P.C.

By:

Yale D. Weinstein, Esquire
Attorney for Plaintiff

The law firm of Burton Neil & Associates is a debt collector.

81034

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

MIDLAND FUNDING NCC-2 CORP

Plaintiff

vs.

TINA MCCUNE a/k/a TINA BILLOTTE a/k/a

TINA MCCLURE

Defendant

and

TIMBERLAND FCU

Garnishee

*
*
*
*
*
*
*
*

NO 07-409-CD

FILED

5 MAR 13 2013

01 10 2013

William A. Shaw

Prothonotary/Clerk of Courts

Office TO Sheriff

+ Tina Billotte

ORDER

NOW, this 12th day of March, 2013, it is the ORDER of this Court that a hearing on the Claim for Exemption (attached) filed by Tina Billotte be and is hereby scheduled for the 5th day of April, 2013 at 9:00 a.m. in the Courtroom No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

Thirty minutes has been reserved for this proceeding.

BY THE COURT,



FREDRIC J. AMMERMAN

President Judge

MIDLAND FUNDING NCC-2 CORP : IN THE COURT OF COMMON PLEAS
Plaintiff

v.

TINA MCCUNE AKA TINA BILLOTTE : CLEARFIELD COUNTY, PENNSYLVANIA
AKA TINA MCCLURE

Defendant(s) : NO. 07-409-CD

TIMBERLAND FCU

Garnishee(s) : CIVIL-ACTION - LAW

RECEIVED
MAR 12 2013
Sheriff's office

Claim for Exemption

To the Sheriff:

I, the above-named defendant claim exemption of property from levy or attachment:

1. From my personal property in my possession which has been levied upon:

a. I desire that my \$300 statutory exemption be

 (i) set aside in kind (specify property to be set aside in kind)

 (ii) paid in cash following the sale of the property levied upon;

b. I claim the following exemption (specify property and basis of exemption):

*Wages & unemployment that is direct-deposited into
my checking acct. Also, I have court costs to be paid*

2. From my property which is in the possession of a third party, I claim the following exemptions:

a. my statutory exemption in cash;
 in kind (specify property)

b. social security benefits on deposit in the amount of \$

c. other (specify basis of exemption) 2003 Dodge Grand Caravan-
Leighelder - Northwest Savings Bank

I request a prompt hearing to determine the exemption. Notice of this hearing should be given to
me at:

401 W. Locust St. Clearfield, PA 16830, 814-768-7235
(Address) (Telephone Number)

I verify that the statements made in this Claim for Exemption 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.

Date: 3/12/13

Tina Billotte
Signature of Defendant

THIS CLAIM TO BE FILED WITH THE OFFICE OF
THE SHERIFF OF CLEARFIELD COUNTY:

Sheriff of Clearfield County
1 North Second Street, Ste 116
Clearfield, PA 16830
814/765-2641

The firm of Burton Neil & Associates, P.C. is attempting to collect a debt.

Sent 2/28/13
HJ

MIDLAND FUNDING NCC-2 CORP	: IN THE COURT OF COMMON PLEAS
Plaintiff	
v.	
TINA MCCUNE AKA TINA BILLOTTE	: CLEARFIELD COUNTY, PENNSYLVANIA
AKA TINA MCCLURE	
Defendant(s)	: NO. 07-409-CD
TIMBERLAND FCU	
Garnishee(s)	: CIVIL ACTION - LAW

MONEY JUDGMENT

Writ of Execution

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

To satisfy the judgment, interest and costs against TINA MCCUNE AKA TINA
BILLOTTE AKA TINA MCCLURE Defendant:

1. You are directed to levy upon the property of the defendant(s) and to sell the defendant's interest therein; NO LEVY, GARNISHMENT ONLY
2. You are also directed to attach the property of the defendant not levied upon in the possession of TIMBERLAND FCU 710 River Road, Clearfield, PA 16830 Garnishee and to notify the garnishee that (a) an attachment has been issued; (b) except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof; (c) the attachment shall not include
 - (i) the first \$10,000 or each account of the defendant with a bank or other financial institution containing any funds which are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania federal law.
 - (ii) each account of the defendant with a bank or other financial institution in which funds on deposit exceed \$10,000 at any time if all funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law.

(iii) any funds in an account of the defendant with a bank or other financial institution that total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.

3. If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify such other person that he or she has been added as a garnishee and is enjoined as above stated.

Amount Due \$ 8,451.16
 Interest from 07/23/2007 \$ 2,876.20

COSTS:
 Prothonotary costs Prothonotary \$ 154.00
 Sheriff \$

Total* \$11,327.36

*Plus costs per endorsement

SEAL

Received this writ this 19 th day
 of February A.D. 2013
11:20 A.M. (P.M.)

Chester A. Hanley
 S. of by Marcy Harr

Willie Chan 2/9/13

Prothonotary
 Court of Common Pleas of
 Clearfield County, Pennsylvania

Per _____ Deputy

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300 statutory exemption
2. Bibles, school books, sewing machines, uniforms and equipment
3. Most wages and unemployment compensation
4. Social Security benefits
5. Certain retirement funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

In making this communication, we advise that our firm is a debt collector.

MIDLAND FUNDING NCC-2 CORP : IN THE COURT OF COMMON PLEAS
Plaintiff

v.

TINA MCCUNE AKA TINA BILLOTTE : CLEARFIELD, COUNTY PENNSYLVANIA
AKA TINA MCCLURE

Defendant(s) : NO. 07-409-CD
TIMBERLAND FCU

Garnishee(s) : CIVIL ACTION LAW

Writ of Execution - Notice

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly:

1. Fill out the attached claim form and demand for a prompt hearing.
2. Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court ready to explain your exemption. If you do not come to court and prove your exemption, you may lose some of your property.

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.

LAWYER REFERENCE AND INFORMATION SERVICE

F. Cortez Bell, III
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
Telephone No. 814-765-2641 Ext. 5982

The firm of Burton Neil & Associates, P.C. is attempting to collect a debt.

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Midland Funding LLC-Corp
(Plaintiff)

CIVIL ACTION

No. 07-409-CD

(Street Address)

Type of Case: Writ of Execution

(City, State ZIP)

Type of Pleading: Request to cancel hearing

Filed on Behalf of:

VS.

Tina McCune aka Tina Billotti Tina M. Billotti
(Plaintiff/Defendant)

(Defendant)

aka Tina McClure

401 W. Locust St.

(Street Address)

Clearfield, PA 16830

(City, State ZIP)

Tina Billotti
(Filed by)

401 W. Locust St. Clear Pt, PA 16830
(Address)

814-768-4235
(Phone)

Tina M. Billotti
(Signature)

FILED
Oa: Sop. M. GK
MAR 14 2013 NOCC

William A. Shaw
Prothonotary/Clerk of Courts

6K

3/14/13
NO. 07-409-CD

To Whom it May Concern:

My name is Tina Billitt. I have been served a Writ of Execution and had a hearing date set for April 5, 2013 at 9:00 am. I have since discussed the matter with Burton, Sul & Associates, and they informed me that this Writ of Execution will be dissolved. I am requesting that the above hearing be cancelled. The parties involved are as follows: Midland Funding Corp.

Timberland Credit Union

Tina Billitt

Thank you for your time.

Sincerely,
Tina Billitt

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

MIDLAND FUNDING NCC-2 CORP *
Plaintiff *
vs. *
TINA MCCUNE a/k/a TINA BILLOTTE a/k/a *
TINA MCCLURE *
Defendant *
and *
TIMBERLAND FCU *
Garnishee *

NO 07-409-CD

4/11/2013
S 011-351
William A. Shaw
Prothonotary/Clerk of Courts
Clear to Weinstein
T. Weinstein
S. Weinstein
6K

ORDER

NOW, this 19th day of March, 2013, upon receipt and review of the Praecep to
Dissolve Attachment filed by Yale D. Weinstein, Esquire, Plaintiff's counsel, it is the
ORDER of this Court that the hearing on the Defendant's Claim for Exemption
scheduled for the 5th day of April, 2013 at 9:00 a.m. be and is hereby CANCELED.

BY THE COURT,


FREDRIC L. AMMERMAN
President Judge

CA

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

MIDLAND FUNDING NCC-2 CORP. * NO. 2007-409-CD
Plaintiff *
vs. *
TINA MCCUNE and BARRY MCCUNE *
Defendants *
*
*
*
*

ORDER

NOW, this 20th day of March, 2013, it is the ORDER of this Court that a **status conference** in the above-captioned case, **relative Defendant Barry McCune**, be and is hereby scheduled for the **8th day of May, 2013 at 1:30 p.m.** in Courtroom No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED
07/11/38cm
S MAR 21 2013

William A. Shaw
Prothonotary/Clerk of Courts

2cc Atty Neil
2cc def 48

6K

William A. Shaw
Prothonotary/Clerk of Courts
Po Box 549
Clearfield, PA 16830.

William A. Shaw
Clerk of Court

William A. Shaw
Administrator/Clerk of Courts

Tina McClune and Barry McClune
1814 Dorey Street. Ext.
Clearfield PA 16830

05H26524836
00430
03/24/2013
Labels From 168300
US POSTAGE

OFFICE OF THE PROTHONOTARY and CLERK OF COURTS

WILLIAM A. SHAW
Prothonotary/Clerk of Courts

JACKI KENDRICK
Deputy Prothonotary/
Clerk of Courts

PHONE: 814-765-2641 ext. 1330

Clearfield County Courthouse
PO Box 549

Clearfield, Pennsylvania 16830

To: All Concerned Parties

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.

William A. Shaw, Prothonotary

DATE: _____

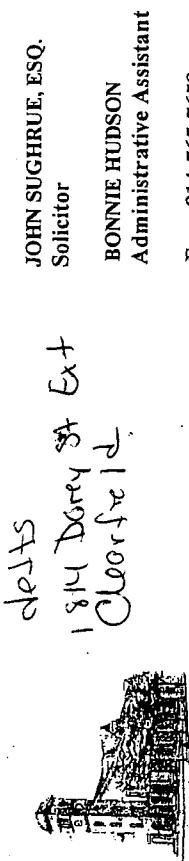
_____ You are responsible for serving all appropriate parties.

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

_____ Plaintiff(s) _____ Plaintiff(s) Attorney _____ Other

_____ Defendant(s) _____ Defendant(s) Attorney

Special Instructions:



JOHN SUGHRUE, ESQ.
Solicitor

BONNIE HUDSON
Administrative Assistant

FAX: 814-765-7659
www.clearfieldco.org

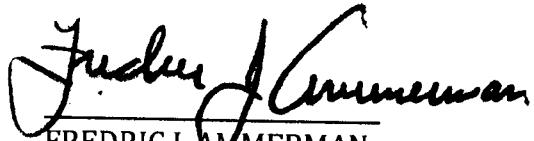
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

MIDLAND FUNDING NCC-2 CORP. * NO. 2007-409-CD
Plaintiff *
vs. *
TINA MCCUNE and BARRY MCCUNE *
Defendants *
*
*
*

ORDER

NOW, this 20th day of March, 2013, it is the ORDER of this Court that a **status conference** in the above-captioned case, **relative Defendant Barry McCune**, be and is hereby scheduled for the **8th day of May, 2013 at 1:30 p.m.** in Courtroom No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

Attest:

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

MIDLAND FUNDING NCC-2 CORP.
Plaintiff

* NO. 2007-409-CD

vs.

TINA MCCUNE and BARRY MCCUNE
Defendants

*
*
*
*
*

ORDER

NOW, this 20th day of March, 2013, it is the ORDER of this Court that a **status conference** in the above-captioned case, **relative Defendant Barry McCune**, be and is hereby scheduled for the **8th day of May, 2013 at 1:30 p.m.** in Courtroom No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

ACC Atty
Ne. 1
4 01907cm
MAY 10 2013 ACC defts

William A. Shaw
Prothonotary/Clerk of Courts
PLEAS

68

IN THE COURT OF COMMON PLEAS Prothonotary/Clerk of Courts

OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

MIDLAND FUNDING NCC-2 }
CORP. } NO. 2007-409-CD
VS }
TINA MCCUNE AND BARRY }
MCCUNE }

O R D E R

NOW, this 8th day of May, 2013, this being the date set for status conference set by the Court for the following reason:

1. The civil complaint was filed March 16, 2007.

2. The plaintiff was successful in serving the defendant, Tina McCune but the docket does not reflect successful service having been made on the other defendant, Barry McCune.

3. Default judgment having been entered in July of 2007 by the plaintiff against defendant Tina McCune and thereafter, beginning 2011, execution proceedings were taken by the plaintiff.

4. No docket activity exists since July 13,

2007, relative the defendant, Barry McCune and in consideration of the same, it is the Order of this Court that final judgment will be entered in favor of Barry McCune and against the plaintiff in Thirty (30) Days from this date unless the plaintiff files a document with the record indicating their intention to proceed with further litigation against defendant, Barry McCune. In the event nothing is filed within the said 30 days, final judgment shall be entered and the case shall be considered over in regard to Barry McCune.

BY THE COURT,



President Judge

William A. Shaw
Prothonotary/Clerk of Courts
Po Box 549
Clearfield, PA 16830.

NY 2016
m 18:30 [u]
William A. Shaw
Prothonotary/Clerk of Courts

Tina McCune
Barry McCune
1814 Dorey St Ext
Clearfield I

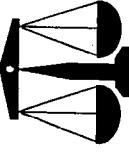
NOT DELIVERABLE AS ADDRESSEES UNAVAILABLE FORWARD

0-62-23524836

OFFICE OF THE PROTHONOTARY AND CLERK OF COURTS
CLEARFIELD COUNTY

WILLIAM A. SHAW
PROTHONOTARY
AND
CLERK OF COURTS

JACKI KENDRICK
DEPUTY PROTHONOTARY



LYNN MILLER
ADMINISTRATIVE ASSISTANT

PO BOX 549
CLEARFIELD, PENNSYLVANIA 16830
(814) 765-2641 Ext. 5013
FAX (814) 765-2641

To: All Concerned Parties

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 2136 Thank you.

William A. Shaw, Prothonotary

DATE: 5-10-13

You are responsible for serving all appropriate parties.

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

<input type="checkbox"/> Plaintiff(s)	<input type="checkbox"/> Plaintiff(s) Attorney	<input type="checkbox"/> Other
<input checked="" type="checkbox"/> Defendant(s)	<input checked="" type="checkbox"/> Defendant(s) Attorney	
<input type="checkbox"/> Plaintiff(s)	<input type="checkbox"/> Plaintiff(s) Attorney	
<input type="checkbox"/> Defendant(s)	<input type="checkbox"/> Defendant(s) Attorney	

Special Instructions:

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

MIDLAND FUNDING NCC-2 }
CORP. } NO. 2007-409-CD
VS }
TINA MCCUNE AND BARRY }
MCCUNE }

ORDER

NOW, this 8th day of May, 2013, this being the date set for status conference set by the Court for the following reason:

1. The civil complaint was filed March 16, 2007.

2. The plaintiff was successful in serving the defendant, Tina McCune but the docket does not reflect successful service having been made on the other defendant, Barry McCune.

3. Default judgment having been entered in July of 2007 by the plaintiff against defendant Tina McCune and thereafter, beginning 2011, execution proceedings were taken by the plaintiff.

4. No docket activity exists since July 13,

2007, relative the defendant, Barry McCune and in consideration of the same, it is the Order of this Court that final judgment will be entered in favor of Barry McCune and against the plaintiff in Thirty (30) Days from this date unless the plaintiff files a document with the record indicating their intention to proceed with further litigation against defendant, Barry McCune. In the event nothing is filed within the said 30 days, final judgment shall be entered and the case shall be considered over in regard to Barry McCune.

BY THE COURT,

/S/ Fredric J Ammerman

President Judge

ICC Atty
M.J. Weinstein
11/14/2013
William A. Shaw
Prothonotary Clerk of Courts
Copy to
Judge
Ammerman
Office
601

Burton Neil & Associates, P.C.
By: Yale D. Weinstein, Esquire ID. NO. 89678
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-696-2120

Attorney for Plaintiff

MIDLAND FUNDING NCC-2 CORP : IN THE COURT OF COMMON PLEAS
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA
v. : NO. 07-409-CD
TINA MCCUNE AKA TINA BILLOTTE
AKA TINA MCCLURE
and
BARRY MCCUNE
Defendants : CIVIL ACTION - LAW

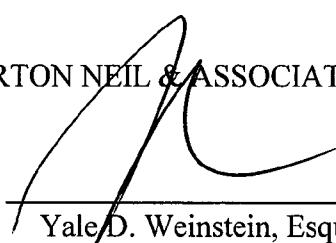
Statement of Intention to Proceed

To the Court:

Plaintiff, MIDLAND FUNDING NCC-2 CORP., intends to proceed with the above captioned matter.

Date: 

BURTON NEIL & ASSOCIATES, P.C.

By: 

Yale D. Weinstein, Esquire
Attorney for Plaintiff

In making this communication, we advise our firm is a debt collector.
81034

CLEARFIELD County, Pennsylvania
Department of Court Records
Civil Division

COVER SHEET

Plaintiff(s)

MIDLAND FUNDING NCC-2 CORP
8875 Aero Drive Suite 200
San Diego CA 92123

Case Number:
07-409-CD

Noec
M 11.58cm
MAY 20 2013

William A. Shaw
Prothonotary Clerk of Courts

copy to
Judge
Ammarani's
Office
OK

Type of Pleading:
Praecipe to Discontinue

Code and Classification:

Filed on Behalf of:

Plaintiff
MIDLAND FUNDING NCC-2 CORP
(Name of the filing party)

Vs.

Defendant(s)

TINA MCCUNE
AKA TINA BILLOTTE
AKA TINA MCCLURE
and BARRY MCCUNE

Counsel of Record
 Individual, if pro se

Name, Address and Telephone Number:

Yale D. Weinstein, Esquire
Burton Neil & Associates, P.C.
1060 Andrew Drive, Suite 170
West Chester, PA 19380
Telephone: 610-696-2120
email: litigation@burt-law.com

Attorney's State ID:
89678

Attorney's Firm ID:

(Signature)

Burton Neil & Associates, P.C.
By: Yale D. Weinstein, Esquire ID. NO. 89678
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-696-2120
Attorney for Plaintiff

MIDLAND FUNDING NCC-2 CORP : IN THE COURT OF COMMON PLEAS
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA
v. : NO. 07-409-CD
TINA MCCUNE AKA TINA BILLOTTE
AKA TINA MCCLURE
and
BARRY MCCUNE
Defendants : CIVIL ACTION - LAW

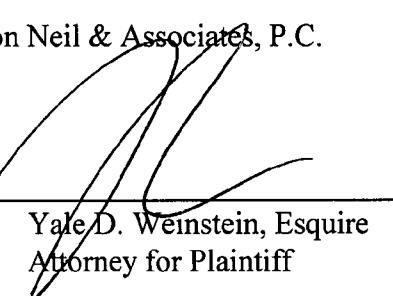
Praecipe to Discontinue

To the Prothonotary:

Kindly discontinue the above-captioned action without prejudice against **BARRY MCCUNE ONLY.**

Burton Neil & Associates, P.C.

By:


Yale D. Weinstein, Esquire
Attorney for Plaintiff

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