

07-565-CD  
Ford Motor Co vs Scott Shirey

2007-565-CD  
Ford Motor Credit vs Scott Shirey

# CIVIL COVER SHEET AND ENTRY OF APPEARANCE

## Clearfield County Court of Common Pleas

### 1. Case Caption:

FORD MOTOR CREDIT COMPANY  
v.  
SCOTT SHIREY

2a. Plaintiff (s)  
(Name and address)

FORD MOTOR CREDIT COMPANY  
P.O. Box 6058  
Mesa, AZ 85216

Court Term & No.

07-565-CJ

Jury  
 Non Jury  
 Arbitration  
(\$0-\$50,000)

2b. Defendant(s)  
(Name and address)

SCOTT SHIREY  
9000 MAHAFFEY HWY  
GRAMPIAN PA 16838

William A. Shaw  
Prothonotary/Clerk of Courts

3a- Related Cases?  Yes  No  
If yes, show Caption and Case Numbers

3b. Case Subject to Coordination Order?  Yes  No  
If yes, show Caption and Date of Order

### 4. Entry of Appearance

To the Office of Judicial Support:

Kindly enter my appearance on behalf of FORD MOTOR CREDIT COMPANY (a) plaintiff in this action. Papers may be served at the address set forth below.

Charlene A. Taylor, Esq.

Attorney for party named above (Please print)

203920

Attorney I.D. Number

Address: Maurice & Needleman, P.C.

935 One Penn Center

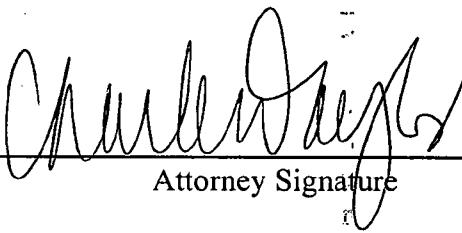
Philadelphia, PA 19103

Telephone: ( 215 ) 789-7161 Fax: ( 215 ) 563-8970

E-mail: [jmercedes@mnlawpc.com](mailto:jmercedes@mnlawpc.com)

03/30/2007

Date

  
Attorney Signature

Reverse side must be completed

FILED <sup>pd \$85.00 Atty</sup>  
<sup>ICC shff</sup>  
M/11/35pm ICC Atty  
APR 11 2007  
*JS*

Choose only the one description which best reflects the principal type, of case or relief sought from the list.

### Case Description

APPEAL		Intentional Tort	
Minor Court			
Money Judgment	_____	Assault and Battery	_____
Landlord and Tenant	_____	Libel and Slander	_____
Code Enforcement	_____	Defamation	_____
Personal Injury	_____	Employment/Wrongful. Discharge	_____
Breach of Contract	_____	False Imprisonment	_____
Other _____	_____	Fraud	_____
Local Agency		Malicious Prosecution	_____
Civil Service	_____	Negligence	
Motor Vehicle	_____	Motor Vehicle	_____
Licenses and Inspections	_____	Real Property	_____
Liquor Control Board	_____	Premises Liability	_____
Tax Assessment Boards	_____	Product Liability	_____
Zoning Board	_____	Toxic Tort	_____
Other _____	_____	Asbestos	_____
Proceedings Commenced by Petition		DES	_____
Appointment of Arbitrators	_____	Implant	_____
Change of Name	_____	Toxic Waste	_____
Compel Medical Examination	_____	Other _____	_____
Election Matters	_____	Professional Malpractice	
Eminent Domain	_____	Dental	_____
Leave to Issue Subpoena	_____	Legal	_____
Mental Health Proceedings	_____	Medical	_____
Other _____	_____	Other _____	_____
CIVIL ACTIONS COMMENCED BY WRIT OF SUMMONS OR COMPLAINT		Equity	
Abuse of Process	_____	Real Property	
Action for Wrongful Death	_____	Stockholders Derivative Action	_____
Class Action	_____	Waste Prevention	_____
Confession of Judgment/Money	_____	Other _____	_____
Confession of Judgment/ Real Property	_____	Declaratory Judgment	_____
Contract	x	Ground Rent	_____
Construction	_____	Mandamus	_____
Insurance/Bad Faith	_____	Real Property	
Negotiable Instruments	_____	Ejectment	_____
Other _____	_____	Quiet Title	_____
		Mortgage Foreclosure	_____
		Mechanics Lien	_____
		Partition	_____
		Prevent Waste	_____
		Replevin	_____
		Saving Action Um/Uim,	_____
		Quo Warranto	_____
		Other _____	_____

**ARBITRATION MATTER  
ASSESSMENT OF DAMAGES  
HEARING NOT REQUIRED**

MAURICE & NEEDLEMAN, P.C.  
BY: Joann Needleman, Esq.  
Identification No. 74276  
Charlene A. Taylor, Esq.  
Identification No. 203920  
935 One Penn Center  
1617 John F. Kennedy Blvd  
Philadelphia, PA 19103  
(215) 789-7161

Attorneys for Plaintiff

FORD MOTOR CREDIT COMPANY  
P.O. Box 6508  
Mesa, Az 85216-6508

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

Case No.

Plaintiff,

v.

SCOTT SHIREY  
9000 Mahaffey Hwy  
Grampian, Pa 16838

Defendant(s).

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

YOU SHOULD TAKE THIS PAPER TO YOUR 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.

**AVISO**

Le han demandado a usted en la corte. Si usted quiere defendarse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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

PENNSYLVANIA BAR ASSOCIATION  
Lawyer Referral Service  
P.O. Box 186,  
Harrisburg, PA 17108  
(717) 238-6807 or (800) 692-7375

MAURICE & NEEDLEMAN, P.C.  
BY: Joann Needleman, Esq.  
Identification No. 74276  
Charlene A. Taylor, Esq.  
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935 One Penn Center  
1617 John F. Kennedy Blvd  
Philadelphia, PA 19103  
(215) 789-7161

**ARBITRATION MATTER  
ASSESSMENT OF DAMAGES  
HEARING NOT REQUIRED**

Attorneys for Plaintiff

<p>FORD MOTOR CREDIT COMPANY P.O. Box 6508 Mesa, Az 85216-6508</p> <p>Plaintiff,</p> <p>v.</p> <p>SCOTT SHIREY 9000 Mahaffey Hwy Grampian, Pa 16838</p> <p>Defendant(s).</p>	<p>CLEARFIELD COUNTY COURT OF COMMON PLEAS</p> <p>Case No.</p>
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**CIVIL ACTION COMPLAINT**

1. Plaintiff, Ford Motor Credit Company, is a Corporation with its place of business at P.O. Box 6508 Mesa, Az 85216-6508.
2. Defendant, Scott Shirey, is an individual who resides at 9000 Mahaffey Hwy Grampian, Pa 16838.
3. At all times relevant, the Plaintiff was in the business of loaning money on motor vehicle installment sales contracts, including but not limited to the note signed by Defendant(s), hereinafter more fully described.
4. On or about March 30, 2006, the Defendant(s) entered into a written Motor Vehicle Retail Installment Contract, (hereinafter referred to as the "Contract"), for the purpose of obtaining financing in the amount of \$18,107.60 at an annual percentage rate of 16.300%, in

order to purchase a certain motor vehicle, 2005 Ford Ranger more particularly described in the Contract (hereinafter referred to as the "Vehicle"). *A copy of the Contract is attached and marked as Exhibit A.*

5. Pursuant to the Contract, Defendant(s) was required to make monthly payments in the amount of \$395.78 for a period of 72 months until the loan was paid in full all as is more fully set forth in the Contract.

6. Defendant(s) made monthly payments until July 17, 2006, but has failed to make any further payments thereafter, and are therefore in default of the Contract.

7. As a result of the default by Defendant(s), and pursuant to the terms of the Contract, the above-mentioned vehicle was repossessed and a notice of repossession was sent to the Defendant(s) giving the Defendant(s) the opportunity to redeem the Vehicle as well as notice of the sale date. *A copy of the notice of repossession and notice of sale date are attached and marked as Exhibit B.*

8. The Defendant(s) failed to redeem the Vehicle and the Vehicle was sold at auction with a credit given to the Defendant in the amount of \$10000.00, however a balance of \$9041.80 is still due and owing, and a notice of the deficiency balance was sent to the Defendant. *See copy of the notice of the deficiency balance attached and marked as Exhibit C.*

9. Pursuant to the terms of the contract, Defendant is required to pay all amounts due and owing, including any balance that may remain after the sale of the vehicle, and the Defendant failed to do so, thereby in default of the Contract.

10. In addition to the foregoing, there is interest due and owing on the deficiency balance which at this time amounts to \$448.20 and which will continue to accrue.

11. The total amount due and owing at the time of the filing of this complaint is \$9490.00.

WHEREFORE, Plaintiff, requests judgment in its favor and against the Defendant(s), in the amount of \$9490.00, well as any additional interest and costs that may accrue and such other and further relief as this Court may deem equitable and just.

Respectfully submitted,  
MAURICE & NEEDLEMAN, P.C.

  
\_\_\_\_\_  
CHARLENE A. TAYLOR, ESQUIRE  
Attorney for Plaintiff

**VERIFICATION**

I, CHARLENE A. TAYLOR, ESQUIRE, verify that I am the Attorney of record for Plaintiff, FORD MOTOR CREDIT COMPANY, and duly authorized to make this verification on its behalf; that statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief.

These statements are made subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.

BY:   
CHARLENE A. TAYLOR, ESQUIRE

DATED: March 27, 2007

PENNSYLVANIA SIMPLE INTEREST VEHICLE RETAIL INSTALLMENT CONTRACT		DATE 03/30/2006
1-800-727-7000 Buyer (and Co-Buyer) Name and Address (Including County and Zip Code)		SELLER/CREDITOR (Seller Name and Address)
 SCOTT W SHIREY 9000 MAHAFFEY/GRAMPIAN HWY GRAMPIAN PA 16838 <a href="http://www.fordcredit.com">www.fordcredit.com</a>		CLARION FORD-MERCURY 1214 EAST MAIN STREET CLARION PA 16214
APR 04 2006		

The Buyer (and Co-Buyer) is referred to as "you" or "your". The Seller/Creditor is referred to as "the", "we" or "Seller". You may buy this vehicle described below for cash or on credit. The cash price is shown below as "Cash Price". The credit price is shown below as "Total Sale Price". By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract.

Make/Model	Year and Make	Model	Vehicle Identification Number	Use For Which Purchased
2005 FORD	RANGER	LT2R45535PA55033		<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

ITEMIZATION OF AMOUNT FINANCED		INSURANCE
1. Cash Price	\$24676.00	YOU ARE REQUIRED TO INSURE THE VEHICLE. YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.
2. Down Payment		LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED.
3. Third Party Rebate Assigned to Seller	\$ /A	CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.
Cash Down Payment	\$400.00	
Trade-2005 FORD	\$21200.00	
Total	\$1831.60	
Year & Make	\$6368.40	
Total Down Payment	\$6768.40	
Unpaid Balance of Cash Price (1 minus 2)	\$17605.60	
4. Amount paid on your behalf (Seller may be retaining a portion of these amounts)		

To Public Officials:

- (i) for license (\$ 5.00), title (\$ 22.50), & registration (\$ 25.00), fees (\$ 53.50);
- (ii) for filing fees (\$ 5.00);
- (iii) for taxes (and in Cash Price) (\$ 202.50) \$ 261.00

To Insurance Companies for:

Credit Life Insurance (for term of contract)	\$ /A	Credit																																		
Credit Disability Insurance (for term of contract)	\$ /A	Insurance Company		N/A	\$ /A	\$ /A	Term /A Months	\$ /A	Premium - Insured(s)	Term /A Months	\$ /A	You want Credit Life Insurance.	Term /A Months	\$ /A		Total	\$ 301.00		5. Amount Financed (3 plus 4)	\$18107.60				Buyer Signs			Co-Buyer Signs									
Insurance Company																																				
N/A	\$ /A	\$ /A																																		
Term /A Months	\$ /A	Premium - Insured(s)																																		
Term /A Months	\$ /A	You want Credit Life Insurance.																																		
Term /A Months	\$ /A																																			
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Total	\$ 301.00																																			
5. Amount Financed (3 plus 4)	\$18107.60																																			
		Buyer Signs																																		
		Co-Buyer Signs																																		

#### FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when all scheduled payments including your downpayment have been made	The total cost of your purchase including your downpayment of \$6368.40
16.30 %	\$10388.56	\$18107.60	\$28496.16	\$35264.56

Your Payment Schedule will be:	
Number of Payments	Amount of Payments
72	\$285.78
/A	/A
N/A	/A

Prepayment: If you pay off your debt early, you will not have to pay a penalty. Security Interest: You are giving a security interest in the vehicle being purchased. Late Payment: You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 2.0% of the late amount. Credit Life and Credit Disability: For more information on security interests, compensation, default, the right to require repayment of your debt in full before the acceleration date, and prepayment penalty.

If you do not meet your contract obligations, you may lose your vehicle, as well as both parts and goods put on your vehicle and money or goods received for your vehicle.

#### BALLOON CONTRACT PROVISIONS

Your last installment payment under this contract is a balloon payment.

#### EXCESS WEAR, USE AND MILEAGE CHARGES

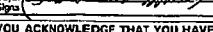
If the box directly above is checked, this Paragraph B, Paragraph B, and Paragraph C of this contract apply. You may be charged for excessive wear based upon an adjustment for normal use. If you exercise the option to sell the vehicle back to Seller under Paragraph B, you must pay the Seller \$0.00 per mile for each mile in excess of  miles shown on the odometer.

#### EXTRA MILEAGE OPTION CREDIT

If this contract contains a balloon payment (as indicated above), and you have exercised your option to sell the vehicle to the Seller under Paragraph B, this paragraph applies to your contract. At the scheduled end of this contract, You will receive a credit of \$0.00 per unused mile for the number of unused miles between  miles and  miles, less any amount You owe under this contract. You will not receive any credit if the vehicle is destroyed, this contract ends early, or you are in default. You will not receive any credit if the credit is less than \$1.00.

#### NON-MODIFICATION DISCLOSURE

Any change in this contract must be in writing and signed by you and the Seller.

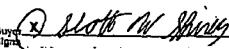
 

#### YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

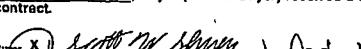
The Annual Percentage Rate may be negotiated with the Seller. The Seller may assign this contract and may retain its right to receive a portion of the Finance Charge.

#### NOTICE TO BUYER

Do not sign this contract in blank. You are entitled to an exact copy of the contract that you sign. Keep it to protect your legal rights.

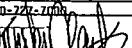
 

Buyer (and Co-Buyer) acknowledge that (i) before signing this contract, Buyer (and Co-Buyer) received and reviewed a true and completely filled in copy of this contract and (ii) at the time of signing this contract, Buyer (and Co-Buyer) received a true and completely filled in copy of this contract.

Seller CLARION FORD-MERCURY By  THIS CONTRACT IS NOT VALID UNTIL YOU AND SELLER SIGN IT.

**ASSIGNMENT**  
 Seller may transfer this contract to another person. That person will then have all Seller's rights, privileges, and remedies. By signing below, the Seller assigns this contract to FORD MOTOR CREDIT COMPANY ("Assignee"). To contact Assignee about this contract, call 1-800-727-7000, or visit their website at [www.fordcredit.com](http://www.fordcredit.com).

Seller CLARION FORD-MERCURY By  THIS CONTRACT IS NOT VALID UNTIL YOU AND SELLER SIGN IT.

SEE OTHER SIDE FOR ADDITIONAL AGREEMENTS

\*\*\*PRN\*\*\*  
 Ford Motor Credit Company  
 P.O. Box 17948  
 GREENVILLE, SC 29606-8948  
 (877) 805-7187

P0680H00200010  
 SCOTT SHIREY  
 9000 MAHAFFEY HWY  
 GRAMPIAN PA 16838

Date of Repossession 08-28-2006	
Date of Notice 08-30-2006	Date of Contract 03-30-2006
Account Number: 040492043	
Buyer SCOTT SHIREY	
Cobuyer	
DESCRIPTION OF PROPERTY	
Year 2005	Make FORD
	<input type="checkbox"/> New <input checked="" type="checkbox"/> Used
Vehicle Identification Number: 1FTZR45E35PA55033	
Model RANGR	Body 4X4

### NOTICE OF OUR PLAN TO SELL PROPERTY

We have your property described above because you broke promises in our agreement.

**PRIVATE SALE:** We will sell the property described above at private sale sometime after 15 days from the Date of Notice shown above unless redeemed by you prior to such sale.

**PUBLIC SALE:** We will sell the property described above at public sale to the highest bidder on the date below (or any adjournment date). The sale will be held as follows:

Date of Sale	Time of Sale	Place of Sale

You may attend the sale and bring bidders if you want.

### NOTICE OF REPOSSESSION

The property is presently stored at: BUTLER AUTO AUCTION 21095  
 RT 19 CRANBERRY TOWNSHIP

#### HOW TO GET YOUR PROPERTY BACK

To get your property back, pay us this amount by certified check or money order before the vehicle is sold.

Unpaid Balance	\$ 18,125.76
Plus Costs: <i>Repo Expenses</i>	\$ 225.00
	\$
	\$
Plus Late Charges	\$ 15.84
Less Finance Charge Rebate	\$
Less Insurance Premium Rebate	\$
<b>TOTAL</b>	<b>\$ 18,366.60</b>

(Plus expenses incurred if default at the time of repossession exceeded 15 days and less rebate received after the date of this notice.)

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

If you do, we'll have no further claim on it. But the longer you wait, the more costs (including repairs) you may have to pay.  
 If you have any questions about this, please call us.

The money that we get from the sale (after paying our costs, including reasonable attorney's fees and legal expenses if permitted by law) will reduce the amount you owe. If we get less money than you owe, you will still owe us the difference. If we get more money than you owe, you will get the extra money, unless we must pay it to someone else.

You can get the property back at any time before we sell it by paying us the full amount you owe (not just the past due payments), including our expenses. See How To Get Your Property Back for an itemization of amount owing. To learn the exact amount you must pay, call us at the telephone number above.

If you need more information about the sale call us at the telephone number above, or write us at the address above.

If you want us to explain to you in writing how we have figured the amount that you owe us, you may call us at the telephone number above, or write us at the address above and request a written explanation.

We are sending this notice to the following people who have an interest in the property described above or who owe money under your agreement: 1) The buyer and any cobuyer named above; 2) Any dealer/original creditor named below; 3) If there are other people, they are named on an attachment sent with this notice.

The property has been (or will be) returned to: \_\_\_\_\_ (dealer/original creditor)  
 Under our agreement with your dealer/original creditor, the dealer/original creditor is to sell the property and pay you any money left over. If you owe money after the sale, you will pay it to the dealer/original creditor.

**PERSONAL PROPERTY:** Any personal property found in the vehicle may be reclaimed by you within the next 60 days or, in accordance with state law, by contacting this office. Thereafter, the personal property shall be disposed of accordingly.  
 Creditor has assigned to its qualified intermediary (QI Exchange, LLC) its rights (but not its obligations) with respect to the sale of each vehicle listed above.

**PAYMENTS:** All payments to us must be by certified check or money order.

**MILEAGE DISCLOSURE:** If you are aware that the mileage reflected on the vehicle's odometer is not accurate for any reason, please contact us so that we can accurately report the vehicle's mileage.

**INSURANCE RIGHTS:** If you don't want to get your property back, call the insurance company or the dealer/original creditor to make sure that any insurance has been cancelled. You have a right to get credit for all premium refunds.

CATIE HANDEL

Name and Address of Sender

*LASON*  
Article Number

U0829/20587887

BP-040492043  
SCOTT SHIREY  
9000 MAHAFFEY HWY  
GRAMPIAN PA 16838

Check type of mail or service:

Certified  
 COD  
 Delivery Confirmation  
 Express Mail  
 Insured

Recorded Delivery (International)  
 Registered  
 Return Receipt for Merchandise  
 Signature Confirmation

Affix Stamp Here  
*(If issued as a  
certificate of mailing,  
or for additional  
copies of this bill)*  
*Postmark and  
Date of Receipt*

8-30-06

Addressee (Name, Street, City, State, & ZIP Code)

Postage *7006 0100 0007 2765 3932*

7006 0100 0007 2765 3932

U0829/20587891  
AC-036887193  
CAROL A. JOHNSON  
1474 SHIRLEY DR  
CALUMET CITY IL 60409

7006 0100 0007 2765 3970

U0829/20587888

CM-026091861  
JAMES A. SMITH  
513 S BREEZEWOOD RD.  
BREEZEWOOD PA 15533

U0829/20587889

JQ-038811019  
RICHARD J. TROXELL JR  
PO BOX 7  
TYLERSPORT PA 18971-0007

U0829/20587890  
MA-029207962

BRENDA K. SOCK  
1412 N MAIN ST  
HAMPSTEAD MD 21074

U0829/20587892  
AM-027658826  
VIRGINIA A. CHEEVER  
5880 TOWER ROAD  
GREENDALE WI 53129

7006 0100 0007 2765 3987

U0829/20587893  
MA-029207962  
FRANCIS NEUDECKER  
1959 SNYDERSBURG RD  
WESTMINSTER MD 21157

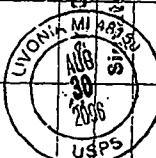
7006 0100 0007 2765 3994

Total Number of Pieces  
Listed by Sender *7* Total Number of Pieces  
Received at Post Office

Postmaster, Per (Name of receiving employee)

See Privacy Act Statement on Reverse

Comments for Timewarmer, Ink, or Ball Point Pen



Ford Motor Credit Company  
P O BOX 17948  
GREENVILLE SC 29606-7948  
877 8057187

DATE: 2006-10-14

P06VO500000069  
SCOTT SHIREY  
9000 MAHAFFEY HWY  
GRAMPIAN PA 16838

### STATEMENT OF SALE

Account Number: 040492043

The following property has been sold.

Year	Make	Model	Vehicle Identification Number:
2005	FORD	RANGR	1FTZR45E35PA55033

Balance owing on your contract (1) \$ 18,141.60

Deduct: Finance Charge Rebate (2) \$ 0.00

Balance less Finance Charge Rebate (1 - 2) (3) \$ 18,141.60

Deduct: gross proceeds of the sale (4) \$ 10,000.00

Balance less gross proceeds of the sale (3 - 4) (5) \$ 8,141.60

Add: Expenses of retaking and storing, and (6) \$ 900.20  
any attorneys' fees allowed by law, and  
expenses of reconditioning and selling.

Deduct: Insurance Premium Rebate (7) \$ 0.00

Other: (8) \$ 0.00

Deficiency\*\* (9) \$ 9041.80

Surplus\* (10) \$ N/A

The Surplus/Deficiency will change based on monies received by us (credits) or additional allowed expenses & interest added to your account (debits).

Surplus\* or Deficiency\*\*

\* If the sale resulted in a surplus, a refund for the difference will be mailed to you.

\*\* If the sale resulted in a deficiency, you should immediately remit the amount shown on line 9 to the address for payments shown below.

For additional information call or write:

Ford Motor Credit Company  
P.O. BOX 6508  
MESA ARIZONA 85216-6508  
(800) 732-2264

Mail deficiency payment to:

Ford Motor Credit Company  
DEPT 194101  
P.O. BOX 55000  
DETROIT MI 48255-1941

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102675  
NO: 07-565-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: FORD MOTOR CREDIT COMPANY  
vs.  
DEFENDANT: SCOTT SHIREY

SHERIFF RETURN

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NOW, April 23, 2007 AT 9:56 AM SERVED THE WITHIN COMPLAINT ON SCOTT SHIREY DEFENDANT AT 9000 MAHAFFEY HWY., GRAMPIAN, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SCOTT SHIREY, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED  
06-4031  
SEP 12 2007  
William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	MAURICE	5887	10.00
SHERIFF HAWKINS	MAURICE	5887	29.64

Sworn to Before Me This

\_\_\_\_ Day of 2007

So Answers,

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

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

FORD MOTOR CREDIT COMPANY  
Plaintiff  
vs.  
SCOTT SHIREY  
Defendant

\* NO. 2007-565-CD

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\*  
\*  
\*

FILED  
01/24/2013  
2013

ORDER

William A. Shaw KK  
Prothonotary/Clerk of Courts

NOW, this 21<sup>st</sup> day of March, 2013, upon the Court's review of the docket and noting no activity for a period of over five years, it is the ORDER of this Court that the case be moved to inactive status. The Prothonotary shall code the case in Full Court as Z-INACTA.

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

FILED

MAR 11 2013

William A. Shaw  
Prothonotary/Clerk of Courts