

07-1213-CD
GMAC LLC vs Charles Mayes al

FILED

JUL 30 2007

AM 12:55 PM

William A. Shaw
Prothonotary/Clerk of Courts

2 CERT to Shm

1 CERT to WAC

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

GMAC, LLC

Plaintiff

No. 2007-1213-~~SCD~~

vs.

COMPLAINT IN CIVIL ACTION

CHARLES E MAYES
RHIANON L MAYES

Defendants

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06083404

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

GMAC, LLC

Plaintiff

vs.

Civil Action No.

CHARLES E MAYES
RHIANON L MAYES

Defendants

COMPLAINT IN CIVIL ACTION AND NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by an 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

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(814) 765-2641, ext. 1300-1301

COMPLAINT

1. Plaintiff is a corporation having offices in 5700 CROOKS ROAD, SUITE 301, TROY, MI 48098.
2. Defendants are adult individuals residing at 353 MILLER ROAD EXT, HOUTZDALE, PA 16651 .
3. On or about February 28, 2006, Defendants duly executed a RETAIL INSTALLMENT SALE CONTRACT (hereinafter the "Contract") in favor of DEAN PATTERSON CHEVROLET, INC, a true and correct copy of said Contract is attached hereto, marked as Exhibit "1" and made a part hereof.
4. Pursuant to said Contract, Defendants took possession of the vehicle more particularly identified in the Contract as a 2006 CHEVROLET UPLANDER TRUCK.
5. Pursuant to the terms and conditions provided by the Contract, the Contract was assigned from DEAN PATTERSON CHEVROLET, INC to Plaintiff.
6. Plaintiff avers that Defendants are in default of the Contract by having not made payment to Plaintiff as promised, thereby rendering the entire balance immediately due and payable.
7. Plaintiff avers that a balance of \$8537.16 is due from Defendants.
8. Plaintiff avers that the Contract between the parties provides that Plaintiff is entitled to interest at the rate of 6% per annum.

9. Plaintiff avers that the Contract between the parties provides that Defendants will pay Plaintiff's reasonable attorneys' fees.

10. Plaintiff avers that such attorneys' fees amount to \$1000.00 .

11. Although repeatedly requested to do so by Plaintiff, Defendants has willfully failed and/or refused to pay the principal balance, attorneys' fees, interest, or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands judgment against Defendants, CHARLES E MAYES AND RHIANON L MAYES, jointly and severally, in the amount of \$8,537.16 with continuing interest thereon at the Contract rate of 6% per plus attorneys' fees of \$1000 and costs.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.

WELTMAN, WEINBERG & REIS, CO., L.P.A.



William T. Molczan, Esquire
PA I.D. #47437

WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#:06083404

Dealer Number

Contract Number

CLM / KL11

Buyer (and Co-Buyer) - Name and address (include county and zip code).
CHARLES E MAYES
RHIANON L MAYES
353 MILLERS RD EXT.
HOUTZDALE PA 16651

Creditor (Seller name and address)

004-9088-80695
DEAN PATTERSON CHEVROLET, INC.
101 PLEASANT VALLEY P...
ALTOONA PA 16602

CHARLES E MAYES

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. By signing this contract, you agree to pay us, the Creditor, the amount of finance payment schedule shown below. We will figure the Finance Charge on a daily basis.

| New or Used | Year | Make and Model | Vehicle Identification No. | Prin | 004-9088-80695 | AD |
|-------------|------|--------------------------|----------------------------|--|-----------------------------------|--------------------------|
| NEW | 2006 | CHEVROLET TRUCK UPLANDER | 1GNDV23L66D127672 | <input checked="" type="checkbox"/> personal | <input type="checkbox"/> business | <input type="checkbox"/> |

Your trade-in is a: Year 2002 Make CHEVROLET TRUCK Model TRACKER

MAR 16 2006

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. 6.50 % | The dollar amount the credit will cost you. \$ 4431.44 | The amount of credit provided to you or on your behalf. \$ 22050.86 | The amount you will paid after you have made all payments as scheduled. \$ 26482.30 | The total cost of your purchase on credit, including your downpayment of \$ 3494.86 is \$ 29977.16 |

Your Payment Schedule Will Be:

| Number of Payments | Amount of Payments | When Payments Are Due | Or as Follows |
|--------------------|--------------------|------------------------------|---------------|
| 47 | \$ 315.14 | Monthly beginning 03/28/2006 | |

AND 1 FINAL PAYMENT OF \$11670.72 DUE ON: 02/28/2010

Late Charge. If a payment is not received in full within 10 days after it is due, you will pay a late charge. If the vehicle is a heavy commercial motor vehicle, the charge will be 4% of the part of the payment that is late. Otherwise, the charge will be 2% per month of the part of the payment that is late, figured based on a full calendar month for any part of a month that is more than 10 days.

Prepayment. If you pay off all your debt early, you will not have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, and security interest.

ITEMIZATION OF AMOUNT FINANCED

| | | |
|---|------------------------------------|-----------------------|
| 1 Cash price (including any accessories, services, and taxes) | \$ 24314.00 | (1) |
| 2 Total downpayment = (If negative enter *0* and see line 4H below) | | |
| Gross trade-in \$ 9000.00 | payoff by seller \$ 7515.47 | |
| = net trade-in \$ 1484.53 | + cash \$ N/A | |
| + other (describe) GM CARD | \$ 2010.33 | \$ 3494.86 (2) |
| 3 Unpaid balance of cash price (1 minus 2) | \$ 20819.14 | (3) |

4 Other charges including amounts paid to others on your behalf (Seller may keep part of these amounts):

A Cost of optional credit insurance paid to the insurance company or companies

Life \$ **N/A**Disability \$ **N/A** \$ **N/A**

B Other insurance paid to the insurance company (describe)

C Official fees paid to government agencies \$ **2.00**D Government taxes not included in cash price \$ **821.22**E Government license and/or registration fees 4D: TIRE TAX = **5.00**TRANS = **\$ 6.00**F Government certificate of title fees (includes \$ **5.00** security interest recording fee) \$ **6.00**

G Other charges (Seller must identify who is paid and describe purpose.)

I **N/A** I **N/A** \$ **N/A**I **DEAN PATTERSON** I **NOTARY FEE** \$ **20.00**I **DEAN PATTERSON** I **DOC FEE** \$ **55.00**I **GAP CARE** I **GAP PROT** \$ **300.00**I **N/A** I **N/A** \$ **N/A**I **N/A** I **N/A** \$ **N/A**H Net trade-in payoff **I N/A** \$ **N/A**Total other charges and amounts paid to others on your behalf \$ **1231.72** (4)5 Amount financed (3 + 4) \$ **22050.86** (5)6 Finance charge \$ **4431.44** (6)7 Total of payments - time balance (5 + 6) \$ **26482.30** (7)

If you do not meet your contractual obligations, you may lose your motor vehicle.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and we must sign it. No oral changes are binding.

Buyer Signs **X Charles E. Mayes**Co-Buyer Signs **X Rhianon L. Mayes**

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 P.A.C.S. §4904 relating to unsworn falsifications to authorities, that he/she is

Dawn Robinson
Attorney Administrator of AMAC LLC (Name)
(Title) (Company), plaintiff herein, that

he/she is duly authorized to make this Verification, and that the facts set forth in the foregoing Complaint in Civil Action are true and correct to the best of his/her knowledge, information and belief.

Dawn S. Robinson
(Signature)

WWR#06083404

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GMAC, LLC,

Plaintiff

CIVIL DIVISION

No. 07 - 1213 - CD

vs.

CHARLES E. MAYES
RHIANON L. MAYES,

Defendants

PRELIMINARY OBJECTIONS

Filed on Behalf of:

Defendants, CHARLES E. MAYES
RHIANON L. MAYES

Counsel of Record for This
Party:

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

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

814/765-1566

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

FILED 300
09/24/07 Atty
AUG 16 2007 J. Colavecchi
b6d

William A. Shaw
Prothonotary/Clerk of Courts

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

GMAC, LLC,

Plaintiff : No. 07 - 1213 - CD

vs.

CHARLES E. MAYES

RHIANON L. MAYES,

Defendants:

PRELIMINARY OBJECTIONS

NOW COMES, Charles E. Mayes and Rhianon L. Mayes, his wife, who, through their attorney, Joseph Colavecchi, Esquire, file their Preliminary Objections to Plaintiff's Complaint and respectfully aver as follows:

1. Plaintiff filed a Complaint in this case on or about July 30, 2007. Defendants were served on or about August 1, 2007.
2. The Complaint alleges a written contract and the repossession of a vehicle described as a 2006 Chevrolet Uplander Truck. The truck was then repossessed by Plaintiff.
3. Plaintiff then avers that there is the amount of \$8,537.16 due from Defendants.
4. However, there is no itemization of how Plaintiff arrived at this figure.
5. There is nothing set forth in the Complaint of what happened to the repossessed vehicle and how much of a credit was allowed to Defendants.

6. Plaintiff is required to set out in detail any alleged damages based on this type of contract. Plaintiff is further required to give an itemization of payments made and how they were credited.

WHEREFORE, Defendants ask that the Complaint be dismissed and that judgment be entered in favor of Defendants, together with costs.

Respectfully submitted,



JOSEPH COLAVECCHI, ESQUIRE
Attorney for Defendants

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GMAC, LLC,

Plaintiff

CIVIL DIVISION

VS.

No. 07 - 1213 - CD

CHARLES E. MAYES
RHIANON L. MAYES,

Defendants

RULE

Filed on Behalf of:

Defendants, CHARLES E. MAYES
RHIANON L. MAYES

Counsel of Record for This
Party:

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

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

814/765-1566

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

FILED 3CC
01400001 Atty
AUG 31 2007 J. Colavecchi
William A. Shaw
Prothonotary/Clerk of Courts
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

GMAC, LLC,

Plaintiff : No. 07 - 1213 - CD

vs.

CHARLES E. MAYES

RHIANON L. MAYES,

Defendants:

RULE

AND NOW, this 31st day of August 2007, Preliminary Objections having been filed to the Complaint in this case, a Rule is hereby issued upon the Plaintiff to show cause why the Complaint should not be dismissed because of lack of itemization and proof to show damages claimed in Plaintiff's Complaint.

This Rule is Returnable before the Court the 5th day of October, 2007, at 11:00 A.M., Clearfield County Courthouse, Courtroom No. 1.

BY THE COURT:

JUDGE

FILED

AUG 31 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 8/31/07

You are responsible for serving all appropriate parties.

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

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

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

GMAC, LLC

Plaintiff No. 07-1213-CD

vs. AMENDED COMPLAINT IN CIVIL ACTION

CHARLES E MAYES
RHIANON L MAYES

Defendants FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Benjamin R Bibler, Esquire
PA I.D. #93598
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06083404

FILED
SEP 10 2007
10:44 AM
NO CC
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William A. Shaw
Prothonotary/Clerk of Courts

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

GMAC, LLC

Plaintiff

vs.

Civil Action No.

CHARLES E MAYES
RHIANON L MAYES

Defendants

AMENDED COMPLAINT IN CIVIL ACTION AND NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by an 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

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(814) 765-2641, ext. 1300-1301

AMENDED COMPLAINT

1. Plaintiff is a corporation having offices in 5700 CROOKS ROAD, SUITE 301, TROY, MI 48098.
2. Defendants are adult individuals residing at 353 MILLER ROAD EXT, HOUTZDALE, PA 16651 .
3. On or about February 28, 2006, Defendants duly executed a RETAIL INSTALLMENT SALE CONTRACT (hereinafter the "Contract") in favor of DEAN PATTERSON CHEVROLET, INC, a true and correct copy of said Contract is attached hereto, marked as Exhibit "1" and made a part hereof.
4. Pursuant to said Contract, Defendants took possession of the vehicle more particularly identified in the Contract as a 2006 CHEVROLET UPLANDER TRUCK.
5. Pursuant to the terms and conditions provided by the Contract, the Contract was assigned from DEAN PATTERSON CHEVROLET, INC to Plaintiff.
6. Plaintiff avers that Defendants are in default of the Contract by having not made payment to Plaintiff as promised, thereby rendering the entire balance immediately due and payable.
7. Plaintiff avers that a balance of \$8537.16 is due from Defendants. A true and correct copy of an itemization of the amount due from Defendants is attached hereto, marked as Exhibit "2" and made a part hereof.

8. Plaintiff avers that the Contract between the parties provides that Plaintiff is entitled to interest at the rate of 6% per annum.

9. Plaintiff avers that the Contract between the parties provides that Defendants will pay Plaintiff's reasonable attorneys' fees.

10. Plaintiff avers that such attorneys' fees amount to \$1000.00.

11. Although repeatedly requested to do so by Plaintiff, Defendants has willfully failed and/or refused to pay the principal balance, attorneys' fees, interest, or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands judgment against Defendants, CHARLES E MAYES AND RHIANON L MAYES, jointly and severally, in the amount of \$8,537.16 with continuing interest thereon at the Contract rate of 6% per annum plus attorneys' fees of \$1000 and costs.

WELTMAN, WEINBERG & REIS, CO., L.P.A.



Benjamin R. Bibler, Esquire
PA I.D. #93598
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#:06083404

Dealer Number

Contract Number

CLM K411

Buyer (and Co-Buyer) - Name and address (include county and zip code):
CHARLES E MAYES
RHIANON L MAYES
353 MILLERS RD EXT.
HOUTZDALE PA 16651

Creditor (Seller's name and address)

004-9088-80695
DEAN PATTERSON CHEVROLET, INC.
101 PLEASANT VALLEY P
ALTOONA PA 16602

CHARLES E MAYES

ou, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. By signing this contract, you agree to pay us, the Creditor, the amount Finance charge shown below. We will figure the Finance Charge on a daily basis.

004-9088-80695 AD

| Used or Used | Year | Make and Model | Vehicle Identification No. | Prin |
|--------------|------|--------------------------|----------------------------|--|
| NEW | 2006 | CHEVROLET TRUCK UPLANDER | 1GNDV23L660127672 | XX personal, <input type="checkbox"/> business |

our trade-in is a: Year 2002 Make CHEVROLET TRUCK Model TRACKER

MAR 16 2006

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 after you have made all payments as scheduled. | The total cost of your purchase on credit, including your downpayment of \$ 3494.86 is \$ 29977.16 |
| 6.50 % | \$ 4431.44 | \$ 22050.86 | \$ 26482.30 | |

Your Payment Schedule Will Be:

| Number of Payments | Amount of Payments | When Payments Are Due | Or as Follows |
|--------------------|--------------------|------------------------------|---------------|
| 47 | \$ 315.14 | Monthly beginning 03/28/2006 | |

AND 1 FINAL PAYMENT OF \$11670.72 DUE ON: 02/28/2010

Late Charge. If a payment is not received in full within 10 days after it is due, you will pay a late charge. If the vehicle is a heavy commercial motor vehicle, the charge will be 4% of the part of the payment that is late. Otherwise, the charge will be 2% per month of the part of the payment that is late, figured based on a full calendar month for any part of a month that is more than 10 days.

repayment. If you pay off all your debt early, you will not have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, and security interest.

ITEMIZATION OF AMOUNT FINANCED

| | | |
|--|-------------|-----|
| I Cash price (including any accessories, services, and taxes) | \$ 24314.00 | (1) |
| 2 Total downpayment = (If negative, enter '0' and see line 4H below) | | |
| Gross trade-in \$ 9000.00 - payoff by seller \$ 7515.47 | | |
| = net trade-in \$ 1484.53 + cash \$ N/A | | |
| + other (describe) JGM CARD \$ 2010.33 | \$ 3494.86 | (2) |
| I Unpaid balance of cash price (1 minus 2) | \$ 20819.14 | (3) |
| I Other charges including amounts paid to others on your behalf (Seller may keep part of these amounts.) | | |
| A Cost of optional credit insurance paid to the insurance company or companies | | |
| Life \$ N/A | | |
| Disability \$ N/A \$ N/A | | |
| B Other insurance paid to the insurance company (describe) | | |
| C Official fees paid to government agencies \$ 2.00 | | |
| D Government taxes not included in cash price \$ 821.22 | | |
| E Government license and/or registration fees 4D: TIRE TAX = 5.00 | | |
| TRANS=\$6.00 \$ 6.00 | | |
| F Government certificate of title fees (includes \$ 5.00 security interest recording fee) \$ 27.50 | | |
| G Other charges (Seller must identify who is paid and describe purpose.) | | |
| 10N/A 10N/A \$ N/A | | |
| 10DEAN PATTERNS 10NOTARY FEE \$ 20.00 | | |
| 10DEAN PATTERNS 10DOC FEE \$ 55.00 | | |
| 10GAP CARE 10GAP PROT \$ 300.00 | | |
| 10N/A 10N/A \$ N/A | | |
| 10N/A 10N/A \$ N/A | | |
| H Net trade-in payoff 10N/A \$ N/A | | |
| Total other charges and amounts paid to others on your behalf \$ 1231.72 | | (4) |
| Amount financed (3 + 4) \$ 22050.86 | | (5) |
| Finance charge \$ 4431.44 | | (6) |
| Total of payments - line balance (5 + 6) \$ 26482.30 | | (7) |

I do not meet your contractual obligations, you may lose your motor vehicle.

V THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and we must sign it. No oral changes are binding.

I Sign **X Charles E. Mayes** Co-Buyer Sign **X Rhianon L. Mayes**

y part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. example, we may extend the time for making some payments without extending the time for making others. authorize us to obtain information about you, or the vehicle you are buying, from the state motor vehicle department or other motor vehicle registration offices.

back for other important agreements.

ot sign this contract on a Sunday.

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

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

I Sign **X Charles E. Mayes** Date 02/28/2006 Co-Buyer Sign **X Rhianon L. Mayes** Date 02/28/2006

I agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely d-in copy when you signed it.

I Sign **X Charles E. Mayes** Date 02/28/2006 Co-Buyer Sign **X Rhianon L. Mayes** Date 02/28/2006

Buyers and Other Owners - A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

owner signs here **X** Date Address

or Sign **X** DEAN PATTERSON CHEVROLET, INC Date 02/28/2006 By **X** Charles E. Mayes Title Bus. Mgr.

er assigns its interest in this contract to **X** General Motors Acceptance Corporation (GMAC) GMACAB Nuvel Credit Corporation,

or the terms of Seller's agreement(s) with assignee.

Assigned with recourse.

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance.

Credit Life: Buyer Co-Buyer

Term **N/A**

Credit Disability (Buyer Only)

Term **N/A**

Premium:

Credit Life \$ **N/A**

Credit Disability \$ **N/A**

N/A (Insurance Company)

N/A (Home Office Address)

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance pays the unpaid part of the amount financed if you die. This insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance pays the scheduled payments due under this contract while you are disabled. This insurance does not cover any increase in your payment or in the number of payments. The policies or certificates issued by the named insurance companies may further limit the coverage that credit life or credit disability insurance provides. See the policies or certificates for coverage limits and other terms and conditions.

Other Insurance.

N/A Type of Insurance **N/A** Term

Premium \$ **N/A**

N/A (Insurance Company)

N/A (Home Office Address)

I want the insurance checked above.

X Buyer Signature Date

X Co-Buyer Signature Date

ANY INSURANCE REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE COVERAGE FOR PERSONAL LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS.

EXHIBIT

P.O Box 7041
Troy, MI 48007-7041

GMAC
(800) 551-5377

December 29, 2006

CHARLES E MAYES
RHIANON L MAYES
353 MILLER ROAD EXT
HOUTZDALE, PA 16651



How We Calculated Your Surplus or Deficiency



Subject: Account Number 004-9088-80695

Your 2006 CHEV UPLANDER, VIN 1GNDV23L66D127672, was sold on December 20, 2006. As of the date of this letter, the amount you still owe us under the terms of your contract is \$8,537.16. This amount was calculated as follows:

| | |
|--|--------------------|
| Unpaid balance before subtracting money from sale | \$ 21,776.34 |
| This amount was calculated as of December 29, 2006 | |
| Money from sale | <u>13,500.00</u> |
| Unpaid balance minus money from sale | \$ 8,276.34 |
| Known expenses of taking, holding, preparing for sale, processing, and selling vehicle, attorney fees, and other legal expenses: | |
| Repossessing & transporting | \$ 255.00 |
| Storage & reconditioning | 74.50 |
| Selling costs | 81.50 |
| Title & registration fees | 59.00 |
| Attorney fees and legal expenses the law permits | <u>0.00</u> |
| Total expenses | + 470.00 |
| Known credits: | |
| Rebate of unearned insurance premiums | \$ 209.18 |
| Extended service contract refunds | 0.00 |
| Insurance and service contract claims | <u>0.00</u> |
| Total credits | <u>209.18</u> |
| Deficiency/(surplus) | <u>\$ 8,537.16</u> |

The amount of any deficiency/surplus shown above may change because of future additional credits, rebates, or charges. Any deficiency shown above may also change because of additional interest accruing after the date of this letter.

For more information about this transaction or to make payment arrangements, you may call us at the telephone number at the top of this letter or write us at the address at the top of this letter.

Signed,

GMAC

EXHIBIT

2

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, he is an attorney for the Plaintiff herein; makes this Verification based upon the facts as supplied to him by the Plaintiff and/or its agents and because the Plaintiff is outside the jurisdiction of the court and the Plaintiff's Verification cannot be obtained within the 20 days allowed for filing of this pleading, that Plaintiff will file a Praeclipe to Substitute Verification once the Verification is returned to Plaintiff and that the facts set forth in the foregoing pleading are true and correct to the best of his knowledge, information and belief and are based upon the previously filed Original Complaint which was properly verified by an Agent of Discover Bank.

9/19/07
Date



Benjamin R. Bibler, Esquire

CERTIFICATE OF SERVICE

A true and correct copy of the Amended Complaint in Civil Action has been served by First Class Mail, postage pre-paid, on 20th day of September, 2007 upon the following:

Joseph Colavecchi, Esquire
221 East Market Street,
P.O. Box 131,
Clearfield, Pa. 16830

By: 

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GMAC, LLC,

Plaintiff

CIVIL DIVISION

vs.

No. 07 - 1213 - CD

CHARLES E. MAYES
RHIANON L. MAYES,

Defendants

***PRAECIPE TO WITHDRAW
PRELIMINARY OBJECTIONS***

Filed on Behalf of:

Defendants, CHARLES E. MAYES
RHIANON L. MAYES

Counsel of Record for This
Party:

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

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

814/765-1566

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

FILED 4CC
01/5/2007 Atty
SEP 27 2007
Colavecchi
William A. Shaw
Prothonotary/Clerk of Courts
GK

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

GMAC, LLC,

Plaintiff : No. 07 - 1213 - CD

vs.

CHARLES E. MAYES
RHIANON L. MAYES,

Defendants:

***PRAECIPE TO WITHDRAW
PRELIMINARY OBJECTIONS***

TO: WILLIAM SHAW, PROTHONOTARY

An Amended Complaint having been filed in the above-captioned case, Defendants are hereby withdrawing their Preliminary Objections to Plaintiff's Complaint.

Respectfully submitted,


JOSEPH COLAVECCHI, ESQUIRE
Attorney for Defendants

9/27/01

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GMAC, LLC,

Plaintiff

CIVIL DIVISION

No. 07 - 1213 - CD

vs.

CHARLES E. MAYES
RHIANON L. MAYES,

Defendants

ANSWER TO AMENDED COMPLAINT

Filed on Behalf of:

Defendants, CHARLES E. MAYES
RHIANON L. MAYES

Counsel of Record for This
Party:

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

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

814/765-1566

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

FILED 200
01/10/2007 OCT 18 2007 Atty Colavecchi
60

William A. Shaw
Prothonotary/Clerk of Courts
60

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

GMAC, LLC,

Plaintiff : No. 07 - 1213 - CD

vs.

CHARLES E. MAYES

RHIANON L. MAYES,

Defendants:

ANSWER TO AMENDED COMPLAINT

NOW COMES, Charles E. Mayes and Rhianon L. Mayes, who, through their attorney, Joseph Colavecchi, Esquire, file their Answer to the Amended Complaint of the Plaintiff and respectfully aver as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Denied. No document has been produced and given to Defendants to show that the contract was assigned to Plaintiff. Strict proof of this averment is demanded at the trial of this case.
6. Admitted.
7. Denied. On the contrary, Plaintiff has failed to set forth the proof of how they arrived at the balance of \$8,537.16.

It is demanded that the document showing all payments made by Defendants and any credits given to them be proven at the trial of this case. It is also necessary for Plaintiff to show that the sale of the 2006 Chevrolet Uplander was made in a commercially reasonable manner.

8. It is admitted that Plaintiff is entitled to six percent simple interest on any unpaid balance owed from Defendants to Plaintiff.

9. Admitted.

10. Denied. It is denied that said attorney's fees are reasonable. Strict and detailed proof of said attorney's fees are demanded at the trial of this case.

11. It is admitted that Defendants have not paid that the amount that is demanded by Plaintiff. It is denied, however, that the amount demanded by Plaintiff is reasonable and correct. Strict proof of this averment is demanded at the trial of this case.

WHEREFORE, Defendants ask that the Amended Complaint be dismissed and that judgment be entered in favor of Defendants.



JOSEPH COLAVECCHI, ESQUIRE
Attorney for Defendants

VERIFICATION

I verify that the statements made in this Answer 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.

Charles E. Mayes

CHARLES E. MAYES

Rhianon L. Mayes

RHIANON L. MAYES

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103044
NO: 07-1213-CD
SERVICE # 1 OF 2
COMPLAINT

PLAINTIFF: GMAC, LLC

vs.

DEFENDANT: CHARLES E. MAYES and RHIANON L. MAYES

SHERIFF RETURN

NOW, August 01, 2007 AT 9:30 AM SERVED THE WITHIN COMPLAINT ON CHARLES E. MAYES DEFENDANT AT 353 MILLER RD EXT., HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CHARLES E. MAYES, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED

03:45 pm
DEC 19 2007

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103044
NO: 07-1213-CD
SERVICE # 2 OF 2
COMPLAINT

PLAINTIFF: GMAC, LLC

vs.

DEFENDANT: CHARLES E. MAYES and RHIANON L. MAYES

SHERIFF RETURN

NOW, August 01, 2007 AT 9:30 AM SERVED THE WITHIN COMPLAINT ON RHIANON L. MAYES DEFENDANT AT 353 MILLER RD EXT, HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CHARLES MAYES, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103044
NO: 07-1213-CD
SERVICES 2
COMPLAINT

PLAINTIFF: GMAC, LLC
vs.
DEFENDANT: CHARLES E. MAYES and RHIANON L. MAYES

SHERIFF RETURN

RETURN COSTS

| Description | Paid By | CHECK # | AMOUNT |
|-----------------|---------|---------|--------|
| SURCHARGE | WELTMAN | 8474665 | 20.00 |
| SHERIFF HAWKINS | WELTMAN | 8474665 | 41.46 |

Sworn to Before Me This

____ Day of _____ 2007

So Answers,



Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GMAC, LLC

Plaintiff

vs.

CHARLES E. MAYES
RHIANON L. MAYES

Defendants

CIVIL DIVISION

No. 07 - 1213 - CD

**ANSWER TO PLAINTIFF'S REQUEST
FOR ADMISSIONS**

Filed on Behalf of:

Defendants, CHARLES E. MAYES
AND RHIANON L. MAYES

Counsel of Record for This
Party:

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

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

814/765-1566

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

FILED NO CC
07/13/08
APR 11 2008
60

William A. Shaw
Prothonotary/Clerk of Courts

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

GMAC, LLC :
Plaintiff :
:
vs. : No. 07 - 1213 - CD
:
CHARLES E. MAYES :
RHIANON L. MAYES :
Defendants:

**DEFENDANTS' ANSWERS TO PLAINTIFF'S
REQUEST FOR ADMISSIONS**

NOW COMES, Charles E. Mayes and Rhianon L. Mayes, his wife, by and through their Attorney, Joseph Colavecchi, Esquire, and make their reply to Plaintiff's, GMAC, LLC, Request for Admissions as follows:

1. Admitted.

2. Admitted.

3. Denied. It was explained to Defendants that they could continue to make monthly payments until account was paid in full and obtain ownership of the automobile.

4. Admitted.

5. Admitted

6. Denied. The automobile was voluntarily returned prior to October 12, 2006.

7. Admitted.
8. Admitted.
9. Admitted.
10. Admitted.
11. Admitted.
12. Admitted.



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

4/10/08

DATE

VERIFICATION

We verify that the statements made in this Request for Admissions are true and correct. We understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

Charles E. Mayes
CHARLES E. MAYES

Rhianon L. Mayes
RHIANON L. MAYES

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

GMAC LLC,

Plaintiff,

Case No.: 07-1213-CD

vs.

TYPE OF PLEADING:

PRAECIPE TO SCHEDULE

CHARLES E MAYES
RHIANON L MAYES,

Defendant.

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

FILED No CC
MAY 11 2008
MAY 01 2008
William A. Shaw
Prothonotary/Clerk of Courts

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

GMAC LLC,

Plaintiff,

Case No.: 07-1213-CD

vs.

CHARLES E MAYES
RHIANON L MAYES,

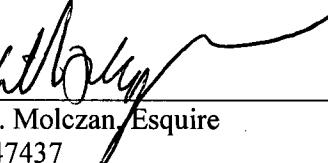
Defendant.

PRAECIPE TO SCHEDULE

TO THE PROTHONOTARY:

Please schedule Plaintiff's Motion For Summary Judgment before a Judge for decision.

WELTMAN, WEINBERG & REIS, CO., L.P.A.

By: 
William T. Molczan, Esquire

PA I.D. #47437

WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

CERTIFICATE OF SERVICE

A true and correct copy of the Praeclipe to Schedule has been served by First Class Mail, postage pre-paid, on 25 day of April, 2008 upon the following:

Joseph Colavecchi
221 E Market St Pob 131
Clearfield Pa 16830

By: William T. Molczan
William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

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

GMAC, LLC,

Plaintiff,

Case No.: 07-1213-CD

vs.

MOTION FOR SUMMARY JUDGMENT

CHARLES E MAYES
RHIANON L MAYES,

Defendants.

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO.,
L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

FILED No CC.
m/11/16 LM
MAY 01 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

GMAC, LLC,

Plaintiff,

Case No.: 07-1213-CD

vs.

MOTION FOR SUMMARY JUDGMENT

CHARLES E MAYES
RHIANON L MAYES,
Defendants.

MOTION FOR SUMMARY JUDGMENT

AND NOW COMES, Plaintiff, by and through its counsel, Weltman, Weinberg & Reis, Co., L.P.A., and hereby files this Motion for Summary Judgment against the Defendants. In support thereof, Plaintiff avers as follows:

1. Plaintiff filed a Complaint against Defendants seeking judgment in the amount of \$8,537.16 with interest at the interest rate of 6% per annum from thereon, attorneys' fees, and costs. A true and correct copy of the Complaint is attached hereto as Exhibit "A" and made a part hereof.
2. Attached to the Complaint was Verification from an authorized representative of Plaintiff verifying the accuracy of the amount sought. See Exhibit "A".
3. Defendants filed an Answer to Plaintiff's Complaint. A true and correct copy of the Answer is attached hereto as Exhibit "B" and made a part hereof.
4. Defendants' Answer contained no New Matter.
5. Under Pennsylvania Rule of Civil Procedure 1032(a), "a party waives all defenses and objections which are not presented either by preliminary objection, answer or reply..."
6. On or February 19th, 2008, Plaintiff served upon Defendants a set of requests for admissions and requests for production of documents. A true and correct copy of same is attached hereto as Exhibit "C" and made a part hereof.

7. Defendant served upon Plaintiff her Answers to the discovery demands. A true and correct copy of the same is attached hereto as Exhibit "D" and made a part hereof.

8. The Defendant admits all of Plaintiff's request for admissions. Thus Defendants' answer admits they took possession of the 2006 Chevrolet Uplander Truck on or about February 28, 2006; that they have failed to make all of the monthly payments required; that Plaintiff's First Request For Admissions accurately reflect the account charges and balance due; the Defendants have never disputed any of the charges on the monthly statements; and the current balance due and owing to Plaintiff by Defendant is \$ 8,537.16.

9. The Defendants have therefore admitted the material facts in the Complaint and the requests for admissions and verified the amount of debt owed. There are no meritorious defenses against this action and Plaintiff is entitled to summary judgment as a matter of Law against defendant.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court grant summary judgment in favor of Plaintiff and against Defendants for \$8,537.16 with interest at the legal interest rate of 6% per annum from thereon, attorneys' fees, and costs.

Respectfully Submitted:

By: 
William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

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

GMAC, LLC,

Plaintiff,

Case No.: 07-1213-CD

vs.

CHARLES E MAYES
RHIANON L MAYES,
Defendants.

ORDER OF COURT

AND NOW, to-wit, this ____ day of _____, 2008, upon Plaintiff's Motion for Summary Judgment, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that said Motion is GRANTED and Judgment is entered in favor of Plaintiff for \$8,537.16 with interest at the legal interest rate of 6% per annum from thereon, attorneys' fees,, plus costs.

BY THE COURT

J.

CERTIFICATE OF SERVICE

A true and correct copy of the within Plaintiff's Motion for Summary Judgment and Brief in Support has been served by U.S. Mail, Postage Pre-Paid, on 25th day of April, 2008 upon the following:

Joseph Colavecchi
Colavecchi & Colavecchi
221 East Market Street
Pob 131
Clearfield, Pa 16830

By: 
William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO.,
L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

EXHIBIT

A

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

GMAC, LLC

Plaintiff No. 07-1213-CD

vs. AMENDED COMPLAINT IN CIVIL ACTION

CHARLES E MAYES
RHIANON L MAYES

Defendants FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Benjamin R Bibler, Esquire
PA I.D. #93598
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06083404

SEARCHED
SERIALIZED
SEP 27 2007

William A. Shaw
Prothonotary/Clerk of Courts

EXHIBIT

A

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

GMAC, LLC

Plaintiff No. 07-1213-CD

vs. AMENDED COMPLAINT IN CIVIL ACTION

CHARLES E MAYES
RHIANON L MAYES

Defendants FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Benjamin R Bibler, Esquire
PA I.D. #93598
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06083404

SEARCHED
INDEXED
SERIALIZED
FILED
SEP 27 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

JUL 30 2007

Attest.

William A. Clark
Prothonotary/
Clerk of Courts

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

GMAC, LLC

Plaintiff No. 2007. 1213-C0

vs. COMPLAINT IN CIVIL ACTION

CHARLES E MAYES
RHIANON L MAYES

Defendants FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06083404

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

GMAC, LLC

Plaintiff

vs.

Civil Action No.

CHARLES E MAYES
RHIANON L MAYES

Defendants

COMPLAINT IN CIVIL ACTION AND NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by an 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

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(814) 765-2641, ext. 1300-1301

COMPLAINT

1. Plaintiff is a corporation having offices in 5700 CROOKS ROAD, SUITE 301, TROY, MI 48098.
2. Defendants are adult individuals residing at 353 MILLER ROAD EXT, HOUTZDALE, PA 16651 .
3. On or about February 28, 2006, Defendants duly executed a RETAIL INSTALLMENT SALE CONTRACT (hereinafter the "Contract") in favor of DEAN PATTERSON CHEVROLET, INC, a true and correct copy of said Contract is attached hereto, marked as Exhibit "1" and made a part hereof.
4. Pursuant to said Contract, Defendants took possession of the vehicle more particularly identified in the Contract as a 2006 CHEVROLET UPLANDER TRUCK.
5. Pursuant to the terms and conditions provided by the Contract, the Contract was assigned from DEAN PATTERSON CHEVROLET, INC to Plaintiff.
6. Plaintiff avers that Defendants are in default of the Contract by having not made payment to Plaintiff as promised, thereby rendering the entire balance immediately due and payable.
7. Plaintiff avers that a balance of \$8537.16 is due from Defendants.
8. Plaintiff avers that the Contract between the parties provides that Plaintiff is entitled to interest at the rate of 6% per annum.

9. Plaintiff avers that the Contract between the parties provides that Defendants will pay Plaintiff's reasonable attorneys' fees.

10. Plaintiff avers that such attorneys' fees amount to \$1000.00.

11. Although repeatedly requested to do so by Plaintiff, Defendants has willfully failed and/or refused to pay the principal balance, attorneys' fees, interest, or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands judgment against Defendants, CHARLES E MAYES AND RHIANON L MAYES, jointly and severally, in the amount of \$8,537.16 with continuing interest thereon at the Contract rate of 6% per plus attorneys' fees of \$1000 and costs.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.

WELTMAN, WEINBERG & REIS, CO., L.P.A.



William T. Molchan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#:06083404

Dealer Number

Contract Number

Clem K-111

Buyer (and Co-Buyer) - Name and address (include county and zip code):

CHARLES E MAYES
RHIANON L MAYES
353 MILLERS RD EXT.
HOUTSDALE PA 16651

Creditor (Seller name and address)

004-9088-80695
DEAN PATTERSON CHEVROLET, INC.
101 PLEASANT VALLEY P
ALTOONA PA 16602

CHARLES E MAYES

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. By signing this contract, you agree to pay us, the Creditor, the amount Finance Payment schedule shown below. We will figure the Finance Charge on a daily basis.

| new or Used | Year | Make and Model | Vehicle Identification No. | Prir |
|-------------|------|--------------------------|----------------------------|---|
| NEW | 2006 | CHEVROLET TRUCK UPLANDER | 1GNDV23L660127672 | <input checked="" type="checkbox"/> personal <input type="checkbox"/> business |

004-9088-80695 AD

our trade-in is a: Year 2002 Make CHEVROLET TRUCK Model TRACKER

MAR 16 2006

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. 6.50 % | The dollar amount of credit will cost you. \$ 4431.44 | \$ 22050.86 | \$ 26482.30 | The total cost of your purchase on credit, including your downpayment of \$ 3494.86 is \$ 29577.16 |

our Payment Schedule Will Be:

| Number of Payments | Amount of Payments | When Payments Are Due | Or as Follows |
|--------------------|--------------------|------------------------------|---------------|
| 47 | \$ 315.14 | Monthly beginning 03/28/2006 | |

IND 1 FINAL PAYMENT OF \$11670.72 DUE ON: 02/28/2010

late Charge. If a payment is not received in full within 10 days after it is due, you will pay a late charge. If the vehicle is a heavy commercial motor vehicle, the charge will be 4% of the part of the payment that is late. Otherwise, the charge will be 2% month of the part of the payment that is late, figured based on a full calendar month for any part of a month that is more than 10 days.

repayment. If you pay off all your debt early, you will not have to pay a penalty.

security Interest. You are giving a security interest in the vehicle being purchased.

additional information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, and security interest.

TERMINATION OF AMOUNT FINANCED

| | | |
|---|-------------|-----|
| Cash price (including any accessories, services, and taxes) | \$ 24314.00 | (1) |
| Total downpayment = (If negative enter "0" and see line 4H below) | | |
| Gross trade-in \$ 9000.00 - payoff by seller \$ 7515.47 | | |
| = net trade-in \$ 1484.53 + cash \$ N/A | | |
| + other (describe) GM CARD \$ 2010.33 | \$ 3494.86 | (2) |
| Unpaid balance of cash price (1 minus 2) | \$ 20819.14 | (3) |

Other charges including amounts paid to others on your behalf (Seller may keep part of these amounts.):

A Cost of optional credit insurance paid to the insurance company or companies

Life \$ N/A

Disability \$ N/A \$ N/A

B Other insurance paid to the insurance company (describe)

C Official fees paid to government agencies \$ N/A

D Government taxes not included in cash price \$ 2.00

E Government license and/or registration fees 4D: TIRE TAX = 5.00

F Government certificate of title fees \$ 6.00

(includes \$ 5.00 security interest recording fee) \$ 27.50

G Other charges (Seller must identify who is paid and describe purpose.)

to N/A to N/A \$ N/A

to DEAN PATTERSON NOTARY FEE \$ 20.00

to DEAN PATTERSON DOC FEE \$ 55.00

to GAP CARE to GAP PROT \$ 300.00

to N/A to N/A \$ N/A

to N/A to N/A \$ N/A

Net trade-in payoff to N/A \$ N/A

Total other charges and amounts paid to others on your behalf \$ 1231.72

Amount financed (3 + 4) \$ 2050.86

Finance charge \$ 4431.44

Total of payments - time balance (5 + 6) \$ 26482.30

(7)

I do not meet your contractual obligations, you may lose your motor vehicle.

THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and we must sign it. No oral changes are binding.

Signed Charles E. Mayes Co-Buyer Signed Charles E. Mayes

part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them.

example, we may extend the time for making some payments without extending the time for making others.

authorize us to obtain information about you, or the vehicle you are buying, from the state motor vehicle department or other motor vehicle registration

titles.

ack for other important agreements.

I sign this contract on a Sunday.

Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right

to a part of the Finance Charge.

1st sign this contract in blank. You are entitled to an exact copy of the contract you sign. Keep

protect your legal rights.

Signed Charles E. Mayes Date 02/28/2006 Co-Buyer Signed Charles E. Mayes Date 02/28/2006

agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely

1-in copy when you signed it.

Signed Charles E. Mayes Date 02/28/2006 Co-Buyer Signed Charles E. Mayes Date 02/28/2006

Agreement of Seller and Other Owners - A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to

the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

wner signs here X Date Address

Signed BEAN PATTERSON CHEVROLET, INC. Date 02/28/2006 By Charles E. Mayes Title Bus. Mgr.

assigns its interest in this contract to General Motors Acceptance Corporation (GMAC) GMACAB Nuvell Credit Corporation,

the terms of Seller's agreement(s) with assignee.

Assigned with reser

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance.

Credit Life: Buyer Co-Buyer

Term N/A

Credit Disability (Buyer Only)

Term N/A

Premium: Credit Life \$ N/A

Credit Disability \$ N/A

N/A (Insurance Company)

N/A (Home Office Address)

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance pays the unpaid part of the amount financed if you die. This insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance pays the scheduled payments due under this contract while you are disabled. This insurance does not cover any increase in your payment or in the number of payments. The policies or certificates issued by the named insurance companies may further limit the coverage that credit life or credit disability insurance provides. See the policies or certificates for coverage limits and other terms and conditions.

Other Insurance.

N/A Type of Insurance N/A Term

Premium \$ N/A

N/A (Insurance Company)

N/A (Home Office Address)

I want the insurance checked above.

X Buyer Signature Date

X Co-Buyer Signature Date

ANY INSURANCE REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE COVERAGE FOR PERSONAL LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS.

EXHIBIT

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 P.A.C.S. §4904 relating to unsworn falsifications to authorities, that he/she is Dawn Robinson

Attorney Administrator (Title) of CMPC LLC (Name) (Company), plaintiff herein, that

he/she is duly authorized to make this Verification, and that the facts set forth in the foregoing Complaint in Civil Action are true and correct to the best of his/her knowledge, information and belief.

Dawn S. Robinson
(Signature)

WWR#06083404

Date: 7/30/2007
Time: 01:25 PM

Clearfield County Court of Common Pleas
Receipt

NO. 1920016
Page 1 of 1

Received of: Weltman, Weinberg & Reis Co. L.P.A. \$ 85.00

Eighty-Five and 00/100 Dollars

| Case: | Plaintiff: | Amount |
|-----------------|--------------------------------|--------|
| 2007-01213-CD | GMAC, LLC vs. Charles E. Mayes | |
| Civil Complaint | | 85.00 |
| Total: | | 85.00 |

Check: 8474664

| | | |
|------------------|----------|--|
| Payment Method: | Check | William A. Shaw, Prothonotary/Clerk of Cou |
| Amount Tendered: | 85.00 | |
| Change Returned: | 0.00 | By: _____ |
| Clerk: | BILLSHAW | Deputy Clerk |

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GMAC, LLC,

Plaintiff

CIVIL DIVISION

No. 07 - 1213 - CD

vs.

CHARLES E. MAYES
RHIANON L. MAYES,

Defendants

ANSWER TO AMENDED COMPLAINT

Filed on Behalf of:

Defendants, CHARLES E. MAYES
RHIANON L. MAYES

Counsel of Record for This
Party:

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

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

814/765-1566

EXHIBIT

B

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

OCT 18 2007

Attest.

William L. Goss
Prothonotary/
Clerk of Courts

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

GMAC, LLC,

Plaintiff : No. 07 - 1213 - CD

vs.

CHARLES E. MAYES

RHIANON L. MAYES,

Defendants:

ANSWER TO AMENDED COMPLAINT

NOW COMES, Charles E. Mayes and Rhianon L. Mayes, who, through their attorney, Joseph Colavecchi, Esquire, file their Answer to the Amended Complaint of the Plaintiff and respectfully aver as follows:

1. Admitted.

2. Admitted.

3. Admitted.

4. Admitted.

5. Denied. No document has been produced and given to Defendants to show that the contract was assigned to Plaintiff. Strict proof of this averment is demanded at the trial of this case.

6. Admitted.

7. Denied. On the contrary, Plaintiff has failed to set forth the proof of how they arrived at the balance of \$8,537.16.

It is demanded that the document showing all payments made by Defendants and any credits given to them be proven at the trial of this case. It is also necessary for Plaintiff to show that the sale of the 2006 Chevrolet Uplander was made in a commercially reasonable manner.

8. It is admitted that Plaintiff is entitled to six percent simple interest on any unpaid balance owed from Defendants to Plaintiff.

9. Admitted.

10. Denied. It is denied that said attorney's fees are reasonable. Strict and detailed proof of said attorney's fees are demanded at the trial of this case.

11. It is admitted that Defendants have not paid that the amount that is demanded by Plaintiff. It is denied, however, that the amount demanded by Plaintiff is reasonable and correct. Strict proof of this averment is demanded at the trial of this case.

WHEREFORE, Defendants ask that the Amended Complaint be dismissed and that judgment be entered in favor of Defendants.



JOSEPH COLAVECCHI, ESQUIRE
Attorney for Defendants

VERIFICATION

I verify that the statements made in this Answer 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.

Charles E. Mayes
CHARLES E. MAYES

Rhianon L. Mayes
RHIANON L. MAYES

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

GMAC, LLC,)
)
Plaintiff,)
)
v.) CASE NO: 07-1213-CD
)
)
CHARLES E MAYES)
RHIANON L MAYES,)
)
Defendants.)

EXHIBIT
C

PLAINTIFF'S REQUEST FOR ADMISSIONS

Plaintiff demands that defendant answers and respond to the following Request for Admissions pursuant to Pa. Rules of Civil Procedure 4014.

You are requested to admit the truth of each of the statements of fact hereinafter stated. You are instructed that:

1. These requests are made under Pennsylvania Rules of Civil Procedure 4001, et seq., and each of these matters of which an admission is requested shall be deemed admitted unless your sworn statement in compliance with such Rules is timely made.

2. If you do not admit each of such statements, you must specifically deny each one not admitted or set forth in detail the reasons why you cannot truthfully either admit or deny each such matter.

3. Your answer, signed and properly verified, must be delivered to the undersigned attorney of record for the Plaintiff within thirty (30) days after delivery hereof.

4. If you fail or refuse to admit the truth of any such statement of fact and the Plaintiff thereafter proves the truth thereof, you may be required to pay the reasonable expenses incurred in making such proof, including attorneys' fees, witness expenses, etc.

5. If, in response to any of the following statements of fact, it is your position that the statement is true in part or as to some items, but not true in full or as to all items, then answer separately as to each part or item.

6. If you have been sued in more than one capacity or if your answers would be different if answered in any different capacity, such as partner, agent, corporate officer or director or the like, then you are requested to answer separately in each such capacity. Failure to do so constitutes an admission in any such capacity.

7. In these Requests for Admissions:

A. The word "person(s)" means all entities, and, without limiting the generality of the foregoing, includes natural persons, joint owners, associations, companies, partnerships, joint ventures, trusts, and estates;

B. The word "document(s)" means all written, printed, recorded, graphic, or photographic matter, or, sound reproductions, however produced or reproduced, pertaining to any manner to the subject matter indicated;

C. The words "identity", "identify", "identification", when used with respect to a person(s) means to state the full name and present or last known address and business address of such person(s) and, if an actual person, his present or last known job title, and the name and address of his present or last known employers;

D. The words "identity", "identify" "identification", when used with respect to a date, subject matter, name(s) or person(s) that wrote, signed initialed, dictated or otherwise participated in the creation of the same, the name(s) of the addressee or addressees if any and the name(s) and address(es) of each person who have possession, custody, and control of said document(s). If any such document was, but is no longer in your possession, custody, or control, or in existence, state the date and manner of its disposition; and

E. The word "identify", when used with respect to an act (including an alleged offense), occurrence, statement, or conduct (hereinafter collectively called "act"), means to (1) describe the substance of the event or events constituting such an act, and to state the date when such act occurred; (2) identify each and every person(s) participating in such an act; (3) identify all other person(s) (if any) present when such act occurred; (4) state whether any minutes, notes, memoranda, or other record of such act was made; (5) state whether such record now exists; and (6) identify the person(s) presently having possession, custody or control of such record.

8. Unless otherwise indicated, all Requests herein relate to those certain events, persons, and period of time more fully described in the pleading in this case.

9. These requests are of a continuous nature.

REQUEST FOR ADMISSION NO. 1:

Attached hereto as Exhibit "1" is a true and correct copy of the Retail Instalment Sale Contract signed by the Defendants on Feburary 28, 2006.

Admitted _____

Denied _____

If the answer to Request for Admissions No. 1 is "denied", then supply specific written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 2:

Defendants took possession of the 2006 Chevrolet Uplander Truck, Serial no. 8GNDV23L66D127672, on or about February 28, 2006.

Admitted _____

Denied _____

If the answer to Request for Admissions No. 2 is "denied", then supply specific written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 3:

Pursuant to the terms of the Retail Instalment Sale Contract, Defendants agreed to pay to Plaintiff 48 monthly payments of \$315.14 each, which payments were to begin March 28, 2006 and one final payment of \$11670.72 on February 28, 2010.

Admitted _____

Denied _____

If the answer to Request for Admissions No. 3 is "denied", then supply specific written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 4:

Defendants failed to make all of the payments required under the Retail Instalment Sale Contract.

Admitted _____

Denied _____

If the answer to Request for Admissions No. 4 is "denied", then supply specific written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 5:

Pursuant to the terms of the Retail Instalment Sale Contract, Defendants granted a security interest to Plaintiff in the 2006 Chevrolet Uplander Truck, Serial no. 1GNDV23L66D127672.

Admitted _____

Denied _____

If the answer to Request for Admissions No. 5 is "denied", then supply specific written documentation supporting the denial.

REQUEST FOR ADMISSION NO.6:

The 2006 Chevrolet Uplander Truck, Serial no. 1GNDV23L66D127672, was repossessed in or around October 12, 2006.

Admitted _____

Denied _____

If the answer to Request for Admissions No. 6 is "denied", then supply specific written documentation supporting the denial.

REQUEST FOR ADMISSION NO.7:

On October 12, 2006, Plaintiff mailed to Defendants notice of its intention to sell the Chevrolet Uplander Truck, a copy of which notice is attached hereto as Exhibit "2".

Admitted _____

Denied _____

If the answer to Request for Admissions No. 7 is "denied", then supply specific written documentation supporting the denial.

REQUEST FOR ADMISSION NO.8:

The Chevrolet Uplander Truck, was sold on or about December 20 ,2006 for \$13500.00.

Admitted _____

Denied _____

If the answer to Request for Admissions No. 8 is "denied", then supply specific written documentation supporting the denial.

REQUEST FOR ADMISSION NO.9:

The net proceeds of the sale of the vehicle was applied to the balance owed under the terms of the Retail Instalment Sal Contract.

Admitted _____

Denied _____

If the answer to Request for Admissions No. 9 is "denied", then supply specific written documentation supporting the denial.

REQUEST FOR ADMISSION NO.10:

On December 29, 2006, Plaintiff mailed to Defendants notice of the balance due under the Retail Instalment Sale Contract, a copy of which notice is attached hereto as Exhibit "3".

Admitted _____

Denied _____

If the answer to Request for Admissions No. 9 is "denied", then supply specific written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 11:

Defendants have not submitted any written dispute as to any accounting inaccuracy concerning the amounts owed to the Plaintiff pursuant to the Retail Installment Contract.

Admitted _____

Denied _____

If the answer to the Request for Admissions No. 11 is "denied", then supply specific written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 12:

The balance owed pursuant to the Retail Installment Sale Contract as of December 29, 2006 was \$8537.16

Admitted _____

Denied _____

If the answer to the Request for Admissions No. 12 is "denied", then supply specific written documentation supporting the denial.

Respectfully submitted,



Matthew D. Urban, Esq.
PA I.D. #90963
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#6083404

VERIFICATION

I, _____, (please print) under penalty of perjury and subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities verify that the foregoing Responses are true and correct to the best of my knowledge, information and belief.

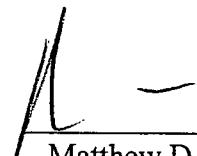
Date

Signature

CERTIFICATE OF SERVICE

I, Matthew D. Urban, hereby certify that a true and correct copy of the Request for Admissions was served on Defendant's attorney by regular U. S. Mail, postage prepaid, this 10th day of February, 2008, addressed as follows:

JOSEPH COLAVECCHI, ESQ.
COLAVECCHI & COLAVECCHI
221 EAST MARKET STREET POB 131
CLEARFIELD PA 16830



Matthew D. Urban, Esquire

THIS CONTRACT INCLUDES THE ATTACHED RIDER LABELED 'GMAC SMARTBUY RIDER'..
RETAIL INSTALMENT SALE CONTRACT

GMAC FLEXIBLE FINANCE PLAN

Dealer Number

Contract Number

Buyer (and Co-Buyer) - Name and address (include county and zip code):
CHARLES E MAYES
RHIANON L MAYES
353 MILLERS RD EXT.
HOUTZDALE PA 16651

Creditor (Seller name and address)
004908880695
DEAN PATTERSON CHEVROLET, INC.
101 PLEASANT VALLEY PL
ALTOONA PA 16602

CHARLES E MAYES



202477-7

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. By signing this contract, you agree to the agreements on the front and back of this contract. You agree to pay us, the Creditor, the Amount Finance.

Payment schedule shown below. We will figure the Finance Charge on a daily basis.

| new or Used | Year | Make and Model | Vehicle Identification No. | Prir |
|-------------|------|--------------------------|----------------------------|---|
| NEW | 2006 | CHEVROLET TRUCK UPLANDER | 1GNDV23L66D127672 | <input checked="" type="checkbox"/> personal <input type="checkbox"/> business |

our trade-in is a: Year 2002 Make CHEVROLET TRUCK Model TRACKER

MAR 16 2006

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 after you have made all payments as scheduled. | The total cost of your purchase on credit, including your downpayment of \$ 3494.86 is |
| 6.50 % | \$ 4431.44 | \$ 22050.86 | \$ 26482.30 | \$ 29977.16 |

Your Payment Schedule Will Be:

| Number of Payments | Amount of Payments | When Payments Are Due | Or as Follows |
|--------------------|--------------------|------------------------------|---------------|
| 47 | \$ 315.14 | Monthly beginning 03/28/2006 | |

AND 1 FINAL PAYMENT OF \$11670.72 DUE ON: 02/28/2010

Late Charge. If a payment is not received in full within 10 days after it is due, you will pay a late charge. If the vehicle is a heavy commercial motor vehicle, the charge will be 4% of the part of the payment that is late. Otherwise, the charge will be 2% per month of the part of the payment that is late, figured based on a full calendar month for any part of a month that is more than 10 days.

Prepayment. If you pay off all your debt early, you will not have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, and security interest.

ITEMIZATION OF AMOUNT FINANCED

1 Cash price (including any accessories, services, and taxes) \$ 24314.00 (1)

2 Total downpayment = (If negative enter "0" and see line 4H below)

| | |
|----------------------------|-------------------------------|
| Gross trade-in \$ 9000.00 | - payoff by seller \$ 7515.47 |
| = net trade-in \$ 1484.53 | + cash \$ N/A |
| + other (describe) GM CARD | \$ 2010.33 |
| | \$ 3494.86 (2) |

3 Unpaid balance of cash price (1 minus 2) \$ 20819.14 (3)

4 Other charges including amounts paid to others on your behalf (Seller may keep part of these amounts.):

A Cost of optional credit insurance paid to the insurance company or companies

Life \$ N/A

Disability \$ N/A \$ N/A

B Other insurance paid to the insurance company

(describe) \$ N/A

C Official fees paid to government agencies \$ 2.00

D Government taxes not included in cash price \$ 821.22

E Government license and/or registration fees 4D: TIRE TAX = 5.00

TRANS=\$6.00 \$ 6.00

F Government certificate of title fees

(includes \$ 5.00 security interest recording fee) \$ 27.50

G Other charges (Seller must identify who is paid and

describe purpose.)

to N/A for N/A \$ N/A

to DEAN PATTERSON for ROTARY FEE \$ 20.00

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance.

Credit Life: Buyer Co-Buyer

Term N/A

Credit Disability (Buyer Only)

Term N/A

Premium:

Credit Life \$ N/A

Credit Disability \$ N/A

N/A (Insurance Company)

N/A (Home Office Address)

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance pays the unpaid part of the amount financed if you die. This insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance pays the scheduled payments due under this contract while you are disabled. This insurance does not cover any increase in your payment or in the number of payments. The policies or certificates issued by the named insurance companies may further limit the coverage that credit life or credit disability insurance provides. See the policies or certificates for coverage limits and other terms and conditions.

Other Insurance.

N/A Type of Insurance N/A Term

Premium \$ N/A

N/A (Insurance Company)

N/A (Home Office Address)

Initial the insurance checked above

| | | |
|--|---------------|-----------------|
| = net trade-in \$ 1484.53 | + cash \$ N/A | |
| + other (describe) GM CARD | \$ 2010.33 | \$ 3494.86 (2) |
| 3 Unpaid balance of cash price (1 minus 2) | | \$ 20819.14 (3) |

4 Other charges including amounts paid to others on your behalf (Seller may keep part of these amounts.):

A Cost of optional credit insurance paid to the insurance company or companies

| | |
|------------|--------|
| Life | \$ N/A |
| Disability | \$ N/A |

B Other insurance paid to the insurance company (describe)

| | |
|---|---------|
| Official fees paid to government agencies | \$ 2.00 |
|---|---------|

| | |
|---|-----------|
| Government taxes not included in cash price | \$ 821.22 |
|---|-----------|

E Government license and/or registration fees 4D: TIRE TAX = 5.00

| | |
|--------------|---------|
| TRANS=\$6.00 | \$ 6.00 |
|--------------|---------|

| | |
|---|----------|
| F Government certificate of title fees (includes \$ 5.00 security interest recording fee) | \$ 27.50 |
|---|----------|

G Other charges (Seller must identify who is paid and describe purpose.)

| | | |
|-----------------|----------------|-----------|
| to N/A | for N/A | \$ N/A |
| to DEAN PATTERS | for NOTARY FEE | \$ 20.00 |
| to DEAN PATTERS | for DOC FEE | \$ 55.00 |
| to GAP CARE | for GAP PROT | \$ 300.00 |
| to N/A | for N/A | \$ N/A |
| to N/A | for N/A | \$ N/A |

H Net trade-in payoff to N/A \$ N/A

Total other charges and amounts paid to others on your behalf \$ 1231.72 (4)

5 Amount financed (3 + 4) \$ 22050.86 (5)

6 Finance charge \$ 4431.44 (6)

7 Total of payments - time balance (5 + 6) \$ 26482.30 (7)

approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance pays the unpaid part of the amount financed if you die. This insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance pays the scheduled payments due under this contract while you are disabled. This insurance does not cover any increase in your payment or in the number of payments. The policies or certificates issued by the named insurance companies may further limit the coverage that credit life or credit disability insurance provides. See the policies or certificates for coverage limits and other terms and conditions.

Other Insurance.

N/A Type of Insurance N/A Term

Premium \$ N/A

N/A (Insurance Company)

N/A (Home Office Address)

I want the insurance checked above.

X Buyer Signature Date

X Co-Buyer Signature Date

ANY INSURANCE REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE COVERAGE FOR PERSONAL LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS.

If you do not meet your contractual obligations, you may lose your motor vehicle.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and we must sign it. No oral changes are binding.

Buyer Signs Charles E. Mayes Co-Buyer Signs Deborah F. Mayes

If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

You authorize us to obtain information about you, or the vehicle you are buying, from the state motor vehicle department or other motor vehicle registration authorities.

See back for other important agreements.

Do not sign this contract on a Sunday.

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

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 Signs Charles E. Mayes Date 02/28/2006 Co-Buyer Signs Deborah F. Mayes Date 02/28/2006

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs Charles E. Mayes Date 02/28/2006 Co-Buyer Signs Deborah F. Mayes Date 02/28/2006

Co-Buyers and Other Owners - A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here Date Address

Creditor Signs DEAN PATTERSON CHEVROLET, INC. Date 02/28/2006 By Charles F. McHenry Title Bus. Mgr.

Seller assigns its interest in this contract to: General Motors Acceptance Corporation (GMAC) GMACAB Nuvel Credit Corporation, under the terms of Seller's agreement(s) with assignee.

Assigned with recourse

Assigned without recourse or with limited recourse

DEAN PATTERSON CHEVROLET, INC.

Bus. Mgr.

OTHER IMPORTANT AGREEMENTS

1. FINANCE CHARGE AND PAYMENTS

a. **How we will figure Finance Charge.** The Finance Charge is figured on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.

b. **How we will apply payments.** We will apply each payment first to the earned and unpaid part of the Finance Charge, and then to the unpaid part of the Amount Financed.

c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.

2. YOUR OTHER PROMISES TO US

a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.

b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.

c. **Security interest.** You give us a security interest in:

1. The vehicle and all parts or goods installed in it;
2. All money or goods received (proceeds) for the vehicle;
3. All insurance, maintenance, service, or other contracts we finance for you; and
4. All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle.

d. **Insurance you must have on the vehicle.** You agree to have physical damage insurance covering loss or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we decide, buy physical damage insurance. If we decide to buy physical damage insurance, we may buy insurance that covers your interest and our interest in the vehicle. If we buy this insurance, we will tell you the charge you must pay. The charge will be the premium for the insurance and a finance charge at the highest rate the law permits.

If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

c. **You may have to pay collection costs.** If you default and we have to go to court to recover the vehicle, you will pay the reasonable attorney's fees and court costs, as the law permits. You will also pay any attorney's fees and court costs a court awards us.

d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.

e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may get it back by paying the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any other amounts due because you defaulted (redeem). Your right to redeem ends when we sell the vehicle. We will tell you how much to pay to redeem.

If we repossess the vehicle, we may, at our option, allow you to get the vehicle back before we sell it by paying all past due payments and late charges (reinstate). We will tell you if you may reinstate and how much to pay if you may.

If you were in default for more than 15 days when we took the vehicle, the amount you must pay to redeem or reinstate will also include the expenses of taking the vehicle, holding it, and preparing it for sale.

f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.

We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it, as the law allows. Reasonable attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at the highest lawful rate until you pay.

g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

h. **Summary notice regarding prepayment and reinstatement.** You may prepay all or part of the amount you owe under this contract at any time without penalty. If you do so, you only have to pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment. If you default and we repossess the vehicle, we may, at our option, allow you to get the vehicle back before we sell it by paying all past due payments, late charges, and expenses.

YOU MAY PREPAY

You may prepay all or part of the unpaid part of the Amount Financed at

5. WARRANTIES SELLER DISCLAIMS

premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle.

d. Insurance you must have on the vehicle. You agree to have physical damage insurance covering loss or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we decide, buy physical damage insurance. If we decide to buy physical damage insurance, we may buy insurance that covers your interest and our interest in the vehicle. If we buy this insurance, we will tell you the charge you must pay. The charge will be the premium for the insurance and a finance charge at the highest rate the law permits.

If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

e. What happens to returned insurance, maintenance, service, or other contract charges. If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. YOU MAY PREPAY

You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

4. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

a. You may owe late charges. You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.

b. You may have to pay all you owe at once. If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:

1. You do not pay any payment on time;
2. You start a proceeding in bankruptcy or one is started against you or your property; or
3. You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at the highest lawful rate until you pay.

g. What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

h. Summary notice regarding prepayment and reinstatement. You may prepay all or part of the amount you owe under this contract at any time without penalty. If you do so, you only have to pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment. If you default and we repossess the vehicle, we may, at our option, allow you to get the vehicle back before we sell it by paying all past due payments, late charges, and expenses.

5. WARRANTIES SELLER DISCLAIMS

The following paragraph does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. The following paragraph also does not apply at all if you bought the vehicle primarily for personal, family, or household use.

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

6. Used Car Buyers Guide. 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.

Spanish Translation:

Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

7. APPLICABLE LAW

Federal law and Pennsylvania law apply to this contract.

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.

100% down payment
100% financing
No security deposit required

100% down payment
100% financing
No security deposit required

P.O. Box 10729
Midland, TX 79702-7729



October 12, 2006

CHARLES E MAYES
RHIANON L MAYES
353 MILLER ROAD EXT
HOUTZDALE, PA 16651



NOTICE OF OUR PLAN TO SELL PROPERTY



Subject: Account Number 004-9088-80695

We have your vehicle (a 2006 CHEV UPLANDER with VIN 1GNDV23L66D127672), because you broke promises in our agreement.

We will sell your vehicle at private sale sometime after October 30, 2006. A sale could include a lease.

The money that we get from the sale (after paying our costs) 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. You can also get it back for less (see below). To learn the exact amount you must pay, call us at the telephone number at the top of this letter.

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 at the top of this letter or write us at the address at the top of this letter and request a written explanation.

If you need more information about the sale, call us at the telephone number at the top of this letter, or write us at the address at the top of this letter.

We are sending this notice to the following other people who have an interest in your vehicle or who owe money under your agreement:

None

Additional information:

As of the date of this letter, you can get your vehicle back by paying the total amount indicated below (redeem). The amount of finance charges you owe will increase each day you pay after the date of this letter.

| | |
|---|---------------------|
| Unpaid balance | \$ 21,467.12 |
| Earned and unpaid finance charge | + 198.78 |
| Unearned insurance premium* | - 209.18 |
| Other credits | - 0.00 |
| Late charges | + 37.80 |
| Expenses (Estimated expenses of retaking and holding the vehicle \$255.00) | + 255.00 |
| TOTAL | \$ 21,749.52 |

You can also get your vehicle back any time before we sell it by paying all past due payments, late charges, and expenses (reinstate). You must also provide proof of the physical damage insurance your contract requires. Then you must start making your payments again. As of the date of this letter, you must pay:

| | |
|---|--------------------|
| Past due payments (3 of \$315.14) | \$ 945.42 |
| Late charges | + 37.80 |
| Expenses (Estimated expenses of retaking and holding the vehicle \$255.00) | + 255.00 |
| TOTAL | \$ 1,238.22 |

The longer you wait to redeem or reinstate, the more you may have to pay to get your vehicle back. Only reasonable expenses may be charged. They must be the direct result of taking, storing, and selling the vehicle. We may also charge you the costs of getting it ready for sale and reasonable attorney fees, as the law permits.

You must pay the amount required in certified funds.

To redeem or reinstate, send your payment to GMAC at the address at the top of this letter by mail, overnight delivery service, Western Union, or MoneyGram. Send any notices regarding this matter to the same address.

Your vehicle is at Butler Auto Auction, 21095 Route 19, Cranberry Township, PA, 16066. It will be there at least until October 30, 2006. After that, we may move it in preparation for sale.

We must send you any extra money owed to you from the sale of your vehicle within a reasonable time. If you do not get the money, you may have the right to sue for it plus any penalties fixed by law.

Any personal property left in your vehicle not already returned to you will be held for at least 30 days after the date of this letter. After that, we may dispose of it as the law allows. Contact us to find out how to get back personal property left in your vehicle.

If you do not do what is required to get your vehicle back, we will cancel any physical damage insurance or service contract that is part of your contract. Make sure any other coverage you no longer want is canceled. Call the insurance company or the dealer to do this. You have a right to credit for any refunds.



Contact us at the telephone number at the top of this letter for more information about getting your vehicle back.

Signed,

GMAC

*The insurance premium rebate is for credit insurance if it was part of your contract. It is also for any limited physical damage insurance.



December 29, 2006

CHARLES E MAYES
RHIANON L MAYES
353 MILLER ROAD EXT
HOUTZDALE, PA 16651



How We Calculated Your Surplus or Deficiency

Subject: Account Number 004-9088-80695

Your 2006 CHEV UPLANDER, VIN 1GNDV23L66D127672, was sold on December 20, 2006. As of the date of this letter, the amount you still owe us under the terms of your contract is \$8,537.16. This amount was calculated as follows:

| | |
|--|--------------|
| Unpaid balance before subtracting money from sale | \$ 21,776.34 |
| This amount was calculated as of December 29, 2006 | |
| Money from sale | - 13,500.00 |
| Unpaid balance minus money from sale | \$ 8,276.34 |
| Known expenses of taking, holding, preparing for sale, processing, and selling vehicle, attorney fees, and other legal expenses: | |
| Repossessing & transporting | \$ 255.00 |
| Storage & reconditioning | 74.50 |
| Selling costs | 81.50 |
| Title & registration fees | 59.00 |
| Attorney fees and legal expenses the law permits | <u>0.00</u> |
| Total expenses | + 470.00 |
| Known credits: | |
| Rebate of unearned insurance premiums | \$ 209.18 |
| Extended service contract refunds | 0.00 |
| Insurance and service contract claims | <u>0.00</u> |
| Total credits | - 209.18 |
| Deficiency/(surplus) | \$ 8,537.16 |

The amount of any deficiency/surplus shown above may change because of future additional credits, rebates, or charges. Any deficiency shown above may also change because of additional interest accruing after the date of this letter.

For more information about this transaction or to make payment arrangements, you may call us at the telephone number at the top of this letter or write us at the address at the top of this letter.

Signed,

GMAC

LAW OFFICES
COLAVECCHI & COLAVECCHI

221 EAST MARKET STREET

(Across from Courthouse)

P. O. BOX 131

CLEARFIELD, PENNSYLVANIA 16830

(814) 765-1566 or (800) 953-1566

FAX
(814) 765-4570

JOSEPH COLAVECCHI
PAUL COLAVECCHI

April 10, 2008

EXHIBIT

D

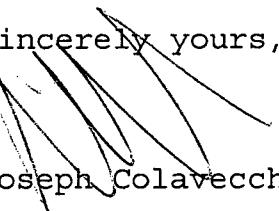
Matthew D. Urban, Esquire
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

In Re: GMAC, LLC vs. Charles E. Mayes and Rhianon L. Mayes
Docket No. 07-1213-CD

Dear Mr. Urban:

I am enclosing, herein, three copies of the Answer to Plaintiff's Request for Admissions in the above-captioned case.

Sincerely yours,


Joseph Colavecchi

JC:lz
Enclosures

cc: Mr. and Mrs. Charles E. Mayes

100834104

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GMAC, LLC

Plaintiff

CIVIL DIVISION

Vs.

No. 07 - 1213 - CD

CHARLES E. MAYES
RHIANON L. MAYES

Defendants

ANSWER TO PLAINTIFF'S REQUEST
FOR ADMISSIONS

Filed on Behalf of:

Defendants, CHARLES E. MAYES
AND RHIANON L. MAYES

Counsel of Record for This
Party:

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

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

814/765-1566

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

GMAC, LLC

Plaintiff :

:

vs. : No. 07 - 1213 - CD

:

CHARLES E. MAYES

:

RHIANON L. MAYES

:

Defendants:

**DEFENDANTS' ANSWERS TO PLAINTIFF'S
REQUEST FOR ADMISSIONS**

NOW COMES, Charles E. Mayes and Rhianon L. Mayes, his wife, by and through their Attorney, Joseph Colavecchi, Esquire, and make their reply to Plaintiff's, GMAC, LLC, Request for Admissions as follows:

1. Admitted.

2. Admitted.

3. Denied. It was explained to Defendants that they could continue to make monthly payments until account was paid in full and obtain ownership of the automobile.

4. Admitted.

5. Admitted

6. Denied. The automobile was voluntarily returned prior to October 12, 2006.

7. Admitted.
8. Admitted.
9. Admitted.
10. Admitted.
11. Admitted.
12. Admitted.

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

DATE

VERIFICATION

We verify that the statements made in this Request for Admissions are true and correct. We understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

Charles E. Mayes
CHARLES E. MAYES

Rhianon L. Mayes
RHIANON L. MAYES

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GMAC, LLC

Plaintiff

CIVIL DIVISION

Vs.

No. 07 - 1213 - CD

CHARLES E. MAYES
RHIANON L. MAYES

Defendants

ANSWER TO PLAINTIFF'S REQUEST
FOR ADMISSIONS

Filed on Behalf of:

Defendants, CHARLES E. MAYES
AND RHIANON L. MAYES

Counsel of Record for This
Party:

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

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

814/765-1566

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

GMAC, LLC :
Plaintiff :
:
vs. : No. 07 - 1213 - CD
:
CHARLES E. MAYES :
RHIANON L. MAYES :
Defendants:

**DEFENDANTS' ANSWERS TO PLAINTIFF'S
REQUEST FOR ADMISSIONS**

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9. Admitted.
10. Admitted.
11. Admitted.
12. Admitted.

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

DATE

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

VERIFICATION

We verify that the statements made in this Request for Admissions are true and correct. We understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

Charles E. Mayes
CHARLES E. MAYES

Rhianon L. Mayes
RHIANON L. MAYES

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GMAC, LLC

Plaintiff

CIVIL DIVISION

Vs.

No. 07 - 1213 - CD

CHARLES E. MAYES
RHIANON L. MAYES

Defendants

ANSWER TO PLAINTIFF'S REQUEST
FOR ADMISSIONS

Filed on Behalf of:

Defendants, CHARLES E. MAYES
AND RHIANON L. MAYES

Counsel of Record for This
Party:

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

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

814/765-1566

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

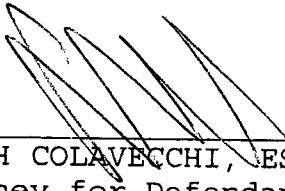
GMAC, LLC :
Plaintiff :
:
vs. : No. 07 - 1213 - CD
:
CHARLES E. MAYES :
RHIANON L. MAYES :
Defendants:

**DEFENDANTS' ANSWERS TO PLAINTIFF'S
REQUEST FOR ADMISSIONS**

NOW COMES, Charles E. Mayes and Rhianon L. Mayes, his wife, by and through their Attorney, Joseph Colavecchi, Esquire, and make their reply to Plaintiff's, GMAC, LLC, Request for Admissions as follows:

1. Admitted.
2. Admitted.
3. Denied. It was explained to Defendants that they could continue to make monthly payments until account was paid in full and obtain ownership of the automobile.
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5. Admitted
6. Denied. The automobile was voluntarily returned prior to October 12, 2006.

7. Admitted.
8. Admitted.
9. Admitted.
10. Admitted.
11. Admitted.
12. Admitted.



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

DATE

VERIFICATION

We verify that the statements made in this Request for Admissions are true and correct. We understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

Charles E. Mayes
CHARLES E. MAYES

Rhianon L. Mayes
RHIANON L. MAYES

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

GMAC LLC

Plaintiff

No. 07-1213-CD

vs.

CHARLES E MAYES
RHIANON L MAYES
Defendant

ORDER OF COURT

AND NOW, to wit, this 1 day of May, ²⁰⁰⁸ ₂₀₀₇, upon consideration of the record,
it is HEREBY, ORDERED, ADJUDGED AND DECREED that the Motion For Summary Judgment on
the above captioned matter is scheduled for Monday, May 19, 2008 at
11:00 a.m. Courtroom #1, Clearfield County Courthouse,
Clearfield, PA.

BY THE COURT:



FILED *5/9/2008* *2cc*
MAY 02 2008 *Atty Molczan*
(GK)
William A. Shaw
Prothonotary/Clerk of Courts

FILED

MAY 02 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 5/2/08

You are responsible for serving all appropriate parties.

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

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

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

GMAC, LLC.,

Plaintiff No. 07-1213-CD

vs.

AFFIDAVIT OF SERVICE OF
ORDER OF COURT

CHARLES E MAYES and
RHIANON L MAYES

Defendants FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA. I.D.#47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06083404

FILED NO CC
MAY 12 2008
W.A. Shaw
Prothonotary/Clerk of Courts

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

GMAC, LLC.,

Plaintiff No. 07-1213-CD
vs.

CHARLES E MAYES and
RHIANON L MAYES

Defendants

AFFIDAVIT OF SERVICE OF ORDER OF COURT

BEFORE ME, the undersigned authority, personally appeared William T. Molczan, Esquire, who according to law deposes and says that a copy of the Order of Court has been served on the Defendants' Counsel, Joseph Colavecchi, Esquire.

1. On or about May 05, 2008, Plaintiff received a signed Order of Court for a scheduled hearing on the Motion For Summary Judgment for May 19, 2008. Said Order of Court is attached as Exhibit "1".

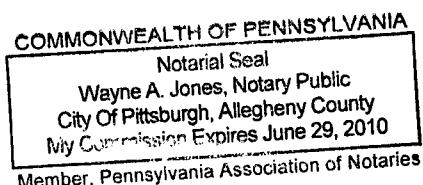
2. On or about May 06, 2008, Plaintiff mailed the Order of Court to 221 East Market Street, P.O. Box 131, Clearfield, PA. 16830.

WELTMAN, WEINBERG & REIS, CO., L.P.A.

William T. Molofan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#06083404

Sworn to and subscribed
before me this 7
day of May, 2008.

~~NOTARY PUBLIC~~



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

GMAC LLC

Plaintiff

No. 07-1213-CD

vs.

CHARLES E MAYES
RHIANON L MAYES
Defendant

ORDER OF COURT

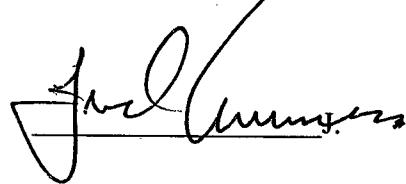
AND NOW, to wit, this 1 day of May, ²⁰⁰⁸ ₂₀₀₇, upon consideration of the record,

it is HEREBY, ORDERED, ADJUDGED AND DECREED that the Motion For Summary Judgment on

the above captioned matter is scheduled for Monday, May 19, 2008 at

11:00 a.m. Courtroom #1, Clearfield County Courthouse,
Clearfield, PA.

BY THE COURT:



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

MAY 02 2008

Attest.

William L. Brown
Prothonotary/
Clerk of Courts

EXHIBIT

"1"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GMAC, LLC,

Plaintiff

CIVIL DIVISION

vs.

No. 07 - 1213 - CD

CHARLES E. MAYES
RHIANON L. MAYES,

Defendants

**ANSWER TO MOTION FOR
SUMMARY JUDGMENT**

Filed on Behalf of:

Defendants, CHARLES E. MAYES
RHIANON L. MAYES

Counsel of Record for This
Party:

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

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

814/765-1566

FILED NOCC.
07/13/2008
MAY 13 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

GMAC, LLC,

Plaintiff : No. 07 - 1213 - CD

vs.

CHARLES E. MAYES
RHIANON L. MAYES,

Defendants:

ANSWER TO MOTION FOR SUMMARY JUDGMENT

NOW COMES, Charles E. Mayes and Rhianon L. Mayes, who, through their attorney, Joseph Colavecchi, Esquire, file their Answer to the Motion for Summary Judgment and respectfully aver as follows:

1. The burden is on the Plaintiff to prove that they gave reasonable notice to Defendants that they were selling their motor vehicle at a reasonably commercial sale.

2. The burden is on the Plaintiff to prove that said motor vehicle was sold on a commercially reasonable basis.

3. Defendants have alleged in their Answer to the Request for Admissions that they were told they could continue to make payments until the account was paid in full and obtain ownership of the automobile. This constitutes a denial.

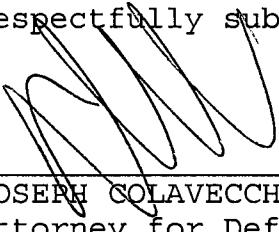
4. In the Answer to Request for Admissions, the Defendants have alleged the automobile was voluntarily returned prior to October 12, 2006. The burden of proof is on the Plaintiff to show

the circumstances surrounding the return of the automobile and what arrangements and agreements were made between the parties, if any.

5. The Defendants must have an opportunity at the trial of this case to explain their position and any agreements raised between Plaintiff and Defendants at that time.

WHEREFORE, Defendants ask that the Motion for Summary Judgment be dismissed and that the case be moved forward for trial.

Respectfully submitted,



JOSEPH COLAVECCHI, ESQUIRE
Attorney for Defendants

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

GMAC, LLC,

Plaintiff : No. 07 - 1213 - CD

vs.

CHARLES E. MAYES and RHIANON L.
MAYES,

Defendants:

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the Defendant's Answer to Motion for Summary Judgment in the above-captioned action was mailed by First Class Mail, postage prepaid, the 12th day of May 2008, to the attorney of record:

William T. Molczan
Attorney at Law
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

JOSEPH COLAVECCHI, ESQUIRE
Attorney for Defendant
221 East Market Street
P.O. Box 131
Clearfield, PA 16830
814/765-1566

Dated:

5/12/08

FILED NOCC.
03 docm
MAY 13 2008
WAS

William A. Shaw
Prothonotary/Clerk of Courts

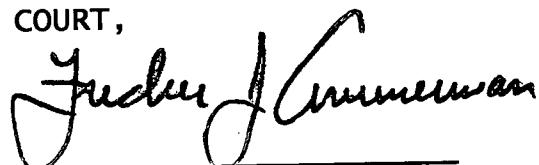
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

GMAC LLC :
-vs- : No. 07-1213-CD
CHARLES E. MAYES :
RHIANON L. MAYES :

O R D E R

AND NOW, this 19th day of May, 2008, in consideration of Plaintiff's Motion for Summary Judgment, the Answer thereto, along with the Court's review of the Plaintiff's request for admissions and Defendants' Answer thereto, as well as oral argument, it is the ORDER of this Court that the Motion for Summary Judgment be granted to the extent that judgment be entered in favor of Plaintiff for Eight Thousand Five Hundred Thirty-Seven Dollars and Sixteen (\$8,537.16) Cents, with interest at the legal rate of six (6) percent per annum, plus court costs. The Plaintiff's request for summary judgment relative attorney's fees is hereby denied.

BY THE COURT,



President Judge

FILED
01:45am GK 2 CC ATTY MOLCZAN
MAY 20 2008 3 CC ATTY J. COLAVECCHI

William A. Shaw
Prothonotary/Clerk of Courts

GK

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

GMAC, LLC.,

Plaintiff

Case No.: 07-1213-CD

TYPE OF PLEADING

vs.

CHARLES E MAYES
RHIANON L MAYES

**PRAECIPE FOR JUDGMENT
PER ORDER OF COURT**

Defendants.

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Patrick Thomas Woodman, Esquire
PA I.D.#34507
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 06083404
\$8,537.16

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE
USED FOR THAT PURPOSE.

FILED Atty pd
10/11/39 2008 \$20.00
JUL 28 2008 ICC Notice
B6
William A. Shaw to Defs. &
Prothonotary/Clerk of Courts
Atty J. Colavech

Statement to
Atty Woodman

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

GMAC, LLC.,

Plaintiff

Case No.: 07-1213-CD

vs.

**CHARLES E MAYES
RHIANON L MAYES**

Defendants.

PRAECIPE FOR JUDGMENT

TO THE PROTHONOTARY:

Pursuant to Pa.R.C.P. 237, I certify that a copy of this Praecipe has been mailed to each other party who has appeared in the action or to his/her Attorney of Record.

In light of the Court Order granting Summary Judgment in favor of Plaintiff on May 19, 2008, kindly enter Judgment against the Defendant, **CHARLES E MAYES**

RHIANON L MAYES, in the amount of \$8,537.16 computed as follows:

| | |
|---------------------------|------------|
| Amount Awarded per Order: | \$8,537.16 |
|---------------------------|------------|

| | |
|--|--------|
| Interest from the date of judgment at the legal rate of 6% per annum: | \$0.00 |
|--|--------|

| | |
|--------|------------|
| TOTAL: | \$8,537.16 |
|--------|------------|

Attached is a copy of the Court Order in favor of Plaintiff for Judgment.

WELTMAN, WEINBERG & REIS, CO., L.P.A.

By: Patrick Thomas Woodman
Patrick Thomas Woodman, Esquire
PA I.D.#34507
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

Plaintiff's address is:

c/o Weltman, Weinberg & Reis, Co., L.P.A., 1400 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219
And Defendants' address is: 353 MILLER ROAD EXT, HOUTZDALE, PA 16651

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

GMAC LLC :
-vs- : No. 07-1213-CD
CHARLES E. MAYES :
RHIANON L. MAYES :

O R D E R

AND NOW, this 19th day of May, 2008, in
consideration of Plaintiff's Motion for Summary Judgment, the
Answer thereto, along with the Court's review of the
Plaintiff's request for admissions and Defendants' Answer
thereto, as well as oral argument, it is the ORDER of this
Court that the Motion for Summary Judgment be granted to the
extent that judgment be entered in favor of Plaintiff for
Eight Thousand Five Hundred Thirty-Seven Dollars and Sixteen
(\$8,537.16) Cents, with interest at the legal rate of six (6)
percent per annum, plus court costs. The Plaintiff's request
for summary judgment relative attorney's fees is hereby
denied.

BY THE COURT,

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

/s/ Fredric J. Ammerman

MAY 20 2008

President Judge

Attest.

William J. Ammerman
Prothonotary/
Clerk of Courts

6/28/08

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that the parties against whom Judgment is to be entered according to the Praecipe attached are not members of the Armed Forces of the United States or any other military or non-military service covered by the Soldiers and Sailors Civil Relief Act of 1940. The undersigned further states that the information is true and correct to the best of the undersigned's knowledge and belief and upon information received from others.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: Patrick Thomas Woodman
Patrick Thomas Woodman, Esquire
PA I.D.#34507
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#06083404

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

COPY

GMAC, LLC.,

Plaintiff

Case No.: 07-1213-CD

vs.

CHARLES E MAYES
RHIANON L MAYES

Defendant.

NOTICE OF JUDGMENT OR ORDER

TO: Plaintiff
 Defendants
 Garnishee

You are hereby notified that the following Order or Judgment was entered against you on July 28, 2008.

(xx) Assumpsit Judgment in the amount of \$8,537.16, plus interest at 6% per annum, plus costs.

() Trespass Judgment in the amount of \$_____ plus costs.

() If not satisfied within sixty (60) days, your motor vehicle operator's license and/or registration will be suspended by the Department of Transportation, Bureau of Traffic Safety, Harrisburg, PA.

(xx) Entry of Judgment of
 Court Order
 Non-Pros
 Confession
 Default
 Verdict
 Arbitration Award
 By Consent

Prothonotary

CHARLES E MAYES
353 MILLER ROAD EXT
HOUTZDALE, PA 16651

By: Willie L. Mayes
PROTHONOTARY (OR DEPUTY)

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.

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

OPA

GMAC, LLC.,

Plaintiff

Case No.: 07-1213-CD

vs.

**CHARLES E MAYES
RHIANON L MAYES**

Defendant.

NOTICE OF JUDGMENT OR ORDER

TO: Plaintiff
 Defendants
 Garnishee

You are hereby notified that the following Order or Judgment was entered against you on July 28, 2008.

Assumpsit Judgment in the amount of \$8,537.16, plus interest at 6% per annum, plus costs.

Trespass Judgment in the amount of \$_____ plus costs.

If not satisfied within sixty (60) days, your motor vehicle operator's license and/or registration will be suspended by the Department of Transportation, Bureau of Traffic Safety, Harrisburg, PA.

Entry of Judgment of

- Court Order
- Non-Pros
- Confession
- Default
- Verdict
- Arbitration Award
- By Consent

Prothonotary

RHIANON L MAYES
353 MILLER ROAD EXT
HOUTZDALE, PA 16651

By: WILLIAM L. HAN
PROTHONOTARY (OR DEPUTY)

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.

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

COPY

GMAC, LLC.,

Plaintiff

Case No.: 07-1213-CD

vs.

CHARLES E MAYES
RHIANON L MAYES

Defendant.

NOTICE OF JUDGMENT OR ORDER

TO: Plaintiff
 Defendants
 Garnishee

You are hereby notified that the following Order or Judgment was entered against you on July 28, 2008.

(xx) Assumpsit Judgment in the amount of \$8,537.16, plus interest at 6% per annum, plus costs.

() Trespass Judgment in the amount of \$_____ plus costs.

() If not satisfied within sixty (60) days, your motor vehicle operator's license and/or registration will be suspended by the Department of Transportation, Bureau of Traffic Safety, Harrisburg, PA.

(xx) Entry of Judgment of
 Court Order
 Non-Pros
 Confession
 Default
 Verdict
 Arbitration Award
 By Consent

Prothonotary

JOSEPH COLAVECCHI, ESQUIRE
COLAVECCHI & COLAVECCHI
221 EAST MARKET STREET,
POB 131
CLEARFIELD, PA. 16830

By: Willie L. Shan
PROTHONOTARY (OR DEPUTY)

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.

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

Copy

GMAC, LLC
Plaintiff(s)

No.: 2007-01213-CD

Real Debt: \$8,537.16

Atty's Comm: \$

Vs. Costs: \$

Int. From: \$

Charles E. Mayes
Rhianon L. Mayes
Defendant(s)

Entry: \$20.00

Instrument: Court Ordered Judgment

Date of Entry: July 28, 2008

Expires: July 28, 2013

Certified from the record this 28th day of July, 2008.



William A. Shaw

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
CIVIL DIVISION

GMAC, LLC
Plaintiff

No. 07-1213-CD

vs.

CHARLES E MAYES
RHIANON L MAYES
Defendant(s)

**PRAECIPE FOR WRIT OF EXECUTION
(BANK ATTACHMENT ONLY)**

CNB BANK
Garnishee(s)

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

FILED
M 11-33347 Atty pd.
NOV 21 2011 420.00
S William A. Shaw
Prothonotary/Clerk of Courts
6 C C Colewits
to Sheriff

6C

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

GMAC, LLC
Plaintiff

vs.

Civil Action No. 07-1213-CD

CHARLES E MAYES
RHIANON L MAYES
Defendant(s)

CNB BANK
Garnishee(s)

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Kindly issue a Writ of Execution in the above matter...

1. directed to the Sheriff of CLEARFIELD County:
2. against CHARLES E MAYES RHIANONL RHIANON , Defendant
3. against CNB BANK, , , Garnishee
4. Judgment Amount \$ \$8,537.16

| | | |
|--------------------------------|----|--------------------|
| Less payments/credits received | \$ | \$0.00 |
| Interest | \$ | \$1,681.23 |
| Costs | \$ | |
| SUBTOTAL: | \$ | \$10,218.39 |

Costs (to be added by Prothonotary): **Prothonotary costs \$ 125.00**

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: William T. Molczan
William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

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

GMAC, LLC

Plaintiff

vs.

Civil Action No. 07-1213-CD

CHARLES E MAYES

RHIANON L MAYES

Defendant(s)

CNB BANK

Garnishee(s)

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

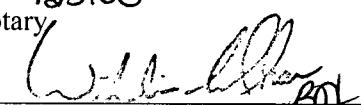
To satisfy the judgment, interest and costs against: CHARLES E MAYES RHIANON L MAYES Defendant(s); You are also directed to attach the property of the defendant not levied upon in the possession of CNB BANK; ; , AS GARNISHEE, PO BOX 42, 1 S SECOND ST CLEARFIELD, PA 16830; ; and to notify the garnishee 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 any funds in an account of the defendant with a bank or other financial institution
 - i. In which 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, or (i) the first \$10,000.00 of each of the account of the defendant (s) with a bank or other financial institution containing any funds which are deposited electronically on a recurring basis and are indentified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law
 - ii. Each account of the defendant(s) with a bank or other financial institution in which funds on deposit exceed \$10,000.00 at any time if all funds are deposited electronically on a recurring basis and are indentified 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 (s) with a bank or other financial institution in which funds on deposit exceed \$10,000.00 at any time if all funds are deposited electronically on a recurring basis and are indentified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law
- (2) 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 [him] such other person that he or she has been added as a garnishee and is enjoined as above stated
Amount due\$ \$10,218.39

Costs to be added..... \$ _____

Prothonotary costs 125.00
Prothonotary

DATED: 11/21/11


Deputy

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

GMAC, LLC
Plaintiff

vs.

Civil Action No. 07-1213-CD

CHARLES E MAYES
RHIANON L MAYES
Defendant(s)

CNB BANK
Garnishee(s)

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 and sold by the Sheriff to satisfy your debts. **SUCH PROPERTY IS SAID TO BE EXEMPT**. No matter what you may owe, there is a **DEBTOR'S EXEMPTION** established by law. This means that no matter what happens, the Sheriff must give you from the sale at least \$300.00 in cash or property. There are also other exemptions which may be applicable to you. Listed below 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) Complete the claim form on the opposite side and demand a prompt hearing.
- (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court when and where you are told to appear 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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
SECOND & MARKET STREETS
CLEARFIELD, PA 16830
(814) 765-2641, ext. 50-51

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 exemptions set by law.
2. All wearing apparel used by yourself and all family members.
3. Bibles, school books, sewing machines, uniforms & equipment.
4. Tools of your trade such as carpenter's tools.
5. Most wages & unemployment benefits.
6. Social Security benefits, certain retirement funds and accounts.
7. Certain veteran & armed forces benefits.
8. Certain insurance proceeds.
9. Such other exemptions as may be provided by 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 statutory \$300.00 exemption be:

(1) set aside in kind (specify property, to be set aside in kind):

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

(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 \$300.00 statutory exemption: in cash in kind

(specify property):

Social Security benefits on deposit in the amount of \$ _____

Other (specify amount & basis for exemption):

I request a prompt court hearing to determine the exemption.

Notice of hearing should be given me at the following:

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: _____ Defendant: _____

THIS CLAIM TO BE FILED WITH:

Office of the Sheriff of Clearfield County

Courthouse

1 N Second Street

Clearfield, PA 16830

Telephone Number: (814) 765-2641 ext

Note: Under paragraphs (1) and (2) of the Writ, a description of specific property to be levied upon or attached may be set forth in the Writ or included in a separate direction to the Sheriff.

Under paragraph (2) of the writ, if attachment of a named garnishee is desired, his name should be set forth in the space provided.

Under paragraph (3) of the writ, the Sheriff may, as under prior practice, add as a garnishee any person not named in this writ who may be found in possession of property of the defendant. See Rule 3111(a). For limitations on the power to attach tangible personal property, see Rule 3108(a) (b). Each court shall, by local rule, designate the officer, organization or person to be named in the notice.

FILED

NOV 21 2011

William A. Shaw
Prothonotary/Clerk of Courts

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

GMAC, LLC
Plaintiff

vs.

Civil Action No. 07-1213-CD

CHARLES E MAYES
RHIANON L MAYES
Defendant(s)

CNB BANK
Garnishee(s)

INTERROGATORIES IN ATTACHMENT

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

FILED NO
m T 33401 CC
NOV 21 2011
S
William A. Shaw
Prothonotary/Clerk of Courts
GL

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

GMAC, LLC
Plaintiff

vs.

Civil Action No. 07-1213-CD

CHARLES E MAYES
RHIANON L MAYES
Defendant(s)

CNB BANK
Garnishee(s)

TO: CNB BANK, PO BOX 42, 1 S SECOND ST, CLEARFIELD, PA 16830
RE: CHARLES E MAYES , 353 MILLER ROAD EXT, HOUTZDALE, PA 16651
RHIANON L MAYES , 353 MILLER ROAD EXT, HOUTZDALE, PA 16651

Suggested Reference No.: XXX-XX-4727
 XXX-XX-8695

IMPORTANT NOTICES TO GARNISHEE!

A. 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.

B. Herein, the word "defendant" means any one or more of the defendants against whom the writ of Execution is issued.

C. While service of Writ upon the Garnishee attaches all property of the Defendant subject to attachment which is then in the hands of the garnishee, it also attaches all property of the defendant which comes into the Garnishee's possession thereafter, until Judgment is entered against the Garnishee. For example, the resultant liability of a Garnishee-Bank would not be measured by the balance in the debtor's account, either at the time of service of the Writ or at the time of Judgment against the Garnishee, but rather by the amounts deposited and withdrawn during the intervening period.

INTERROGATORIES IN ATTACHMENT

1. At the time you were served or at any subsequent time did you owe the defendant any money or were you liable to him on any negotiable or other written instrument, or did he claim that you owed him any money or were liable to him for any reason (including funds on deposit for checking or savings accounts and certificates of deposit)?

1a. If the answer to Interrogatory 1 is in the affirmative, state the following: the amount of money you owe or owed to defendant, and, if such money is in the form of a fund, the present location thereof; the terms, face amount and amount you owe or owed to defendant on each of such negotiable or other written instruments and the present location of each of such instruments; the amount or amounts that defendant claims or claimed that you owe or owed to him; and the nature and amount of each of such liabilities.

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

3. 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 part by the defendant or in which defendant held or claimed any interest?

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

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

6. 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 his direction or otherwise discharge any claim of the defendant against you?

7. 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 amount of funds in each account, and the entity electronically depositing those funds on a recurring basis.

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 the 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.

9. If the answer to Interrogatory 1 is in the affirmative, state the date the sheriff served these interrogatories on this institution.

10. If the answer to Interrogatory 1 is in the affirmative, state the date the written instrument, checking or savings account, certificate of deposit, or other funds were frozen, restricted, or otherwise put on hold by this institution.

11. If the response to Interrogatory 7 is in the affirmative, are other funds comingled in the account which are not 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?

12. If the response to Interrogatory 11 is in the affirmative, state the amount of non-exempt funds on deposit in the account.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: William T. Molczan
William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA. C.S. 4904 relating to unsworn falsifications to authorities, that he/she is _____
(Name)

_____ of _____, garnishee herein,
(Title) (Company)

that he/she is duly authorized to make this verification, and that the facts set forth in the foregoing
Answers to Interrogatories are true and correct to the best of his/her knowledge, information and belief.

(SIGNATURE)

FILED

NOV 21 2011

William A. Shaw
Procurator/Clerk of Courts

Deputy 11/2/11

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 07-1213-CD

GMAC, LLC
vs
CHARLES E. MAYES & RHIANON L. MAYES
TO: CNB BANK, Garnishee

SERVICE # 1 OF 3

WRIT OF EXECUTION, INTERROGATORIES

SERVE BY: 02/19/2012 RUSH HEARING: PAGE: 109087

DEFENDANT: CNB BANK, Garnishee
ADDRESS: 1 S SECOND ST.
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

ATTEMPTS: _____ / _____ / _____

FILED
01:56am
NOV 30 2011
S
William A. Shaw
Prothonotary/Clerk of Courts
OCCUPIED

SHERIFF'S RETURN

NOW, 11-29-11 AT 12:55 AM/PM SERVED THE WITHIN

WRIT OF EXECUTION, INTERROGATORIES ON CNB BANK, Garnishee, DEFENDANT

BY HANDING TO Cindy Pearce receipt.

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

ADDRESS SERVED 15. 2nd st. Chfd Pa
() Residence () Employment () Sheriff's Office () Other

NOW AT AM / PM POSTED THE WITHIN

WRIT OF EXECUTION, INTERROGATORIES FOR CNB BANK, Garnishee

AT (ADDRESS) _____

NOW AT AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK.

I MAKE RETURN OF NOT FOUND AS TO CNB BANK Garnishee

REASON UNABLE TO LOCATE

SWORN TO BEFORE ME THIS

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy Signature

S. Knepp
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Dkt Pg. 109087

2 of 3

GMAC, LLC

NO. 07-1213-CD

-vs-

CHARLES E. MAYES & RHIANON L. MAYES
TO: CNB BANK, Garnishee

WRIT OF EXECUTION/
INTERROGATORIES TO
GARNISHEE

SHERIFF'S RETURN

NOW NOVEMBER 30, 2011 MAILED THE WITHIN:
PRAECIPE, WRIT, WRIT NOTICE & CLAIM FOR EXEMPTION & INTERROGATORIE
TO: CHARLES E. MAYES, DEFENDANT
AT: 353 MILLER ROAD EXT., HOUTZDALE, PA. 16651
IN THE S.A.S.E.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Dkt Pg. 109087

3 of 3

GMAC, LLC

-vs-

CHARLES E. MAYES & RHIANON L. MAYES
TO: CNB BANK, Garnishee

NO. 07-1213-CD

WRIT OF EXECUTION/
INTERROGATORIES TO
GARNISHEE

SHERIFF'S RETURN

NOW NOVEMBER 30, 2011 MAILED THE WITHIN:
PRAECIPE, WRIT, WRIT NOTICE & CLAIM FOR EXEMPTION & INTERROGATORIE
TO: RHIANON L. MAYES, DEFENDANT
AT: 353 MILLER ROAD EXT., HOUTZDALE, PA. 16651
IN THE S.A.S.E.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 109087
NO. 07-1213-CD
SERVICES 3

WRIT OF EXECUTION, INTERROGATORIES

PLAINTIFF: GMAC, LLC

vs.

DEFENDANT: CHARLES E. MAYES & RHIANON L. MAYES
TO: CNB BANK, Garnishee

SHERIFF RETURN

RETURN COSTS

| Description | Paid By | CHECK # | AMOUNT |
|-----------------|---------|----------|--------|
| SURCHARGE | WELTMAN | 10223854 | 30.00 |
| SHERIFF HAWKINS | WELTMAN | 10223854 | 32.00 |

Sworn to Before Me This

So Answers,

____ Day of _____ 2011



Chester A. Hawkins
Sheriff

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

| | | |
|----------------------|------------|------------------|
| GMAC, LLC, | : | |
| | Plaintiff | : |
| vs. | : | NO: 2007-1213-CD |
| | : | |
| CHARLES E. MAYES and | : | |
| RHIANON L. MAYES, | : | |
| | Defendants | : |
| and | : | |
| | : | |
| CNB BANK, | : | |
| | Garnishee | : |

FIL
9/10/2007
DEC 06
S
William A
Prothonotary/Clerk

FILED No CC.
10:23 am
DEC 06 2011
S
William A. Shaw
Notary/Clerk of Courts

GARNISHEE CNB BANK' S CERTIFICATE OF SERVICE

I, Peter F. Smith, attorney for CNB Bank, in the above-captioned matter, hereby certify that I served the Answers to Interrogatories filed in this matter on the Attorney for the Plaintiff by U. S. First Class Mail and a true and correct copy of the Answers to Interrogatories on the Defendant by U.S. Certified Mail and U.S. First Class Mail as follows:

U. S. FIRST CLASS MAIL
William T. Molczan, Esquire
Weltman, Weinberg & Reis, Co. LPA
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

**CERTIFIED MAIL &
U. S. FIRST CLASS MAIL**
Charles E. Mayes
PO Box 205
Smokerun, PA 16681-0205

Respectfully submitted,

Date: 17-1-81

Peter F. Smith, Esquire
Attorney for the Garnishee
P.O. Box 130, 30 South Second Street
Clearfield, PA 16830
(814) 765-5595

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

GMAC, LLC, :
 Plaintiff : NO: 2007-1213-CD
vs. : :
 : :
CHARLES E. MAYES and :
RHIANON L. MAYES, :
 Defendants :
and : :
 : :
CNB BANK, :
 Garnishee : :
 : :

GARNISHEE'S ANSWERS TO INTERROGATORIES

COMES NOW, CNB Bank by its attorney, Peter F. Smith, who answers the Interrogatories as follows:

1. Yes. The Defendant, Charles E. Mayes, maintained one account relationship with CNB Bank at the time this Writ was served on CNB Bank.
- 1a. Checking account number 2553378. The amount on hand was \$5.96 at the date and time the Writ was served on CNB Bank. That amount has not been reduced by CNB's standard processing fee of \$160 for responding to these interrogatories.
2. No.
3. No.
4. No.
5. No.
6. No.
7. No.
8. Yes. The balance of checking account 2553378 does not exceed the general monetary exemption.

9. This Writ was served Tuesday, November 29, 2011.
10. The funds in checking account 2553378 were placed on hold on Tuesday, November 29, 2011.
11. N/A
12. N/A

Date: 12-1-11



Peter F. Smith, Esquire
Attorney for the Garnishee
Attorney I.D. # 34291
30 S. 2nd St., P.O. Box 130
Clearfield, PA 16830
(814) 765-5595

VERIFICATION

I verify that the statements made in these Answers to Interrogatories are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.

CNB Bank

Dated: 12-2-11

By: Bonnie L Miller
Bonnie Miller,
Deposit Processor, II