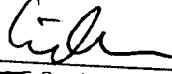


07-1856-CD

Citifinancial Auto vs B. Beard al

April 14, 2008 Document  
Reinstated/Rescued to Sheriff/Attorney  
for service.  
  
Deputy Prothonotary

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

CITIFINANCIAL AUTO

Plaintiff

No. 07-1856-CD

vs.

COMPLAINT IN REPLEVIN

BEVERLY J BEARD and  
LIANN BEARD

Defendants

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

James C. Warmbrodt, Esquire  
PA I.D. #42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#06319292

FILED Atty pd. 85.00  
M/15/2008 NOV 13 2008 2cc Sheriff  
William A. Shaw  
Prothonotary/Clerk of Courts

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

CITIFINANCIAL AUTO

Plaintiff

vs.

Civil Action No.

BEVERLY J BEARD and  
LIANN BEARD

Defendants

**COMPLAINT IN REPLEVIN 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. OF 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

COUNT I - REPLEVIN

1. Plaintiff is a corporation having offices at 7958 South Chester, Denver, Co. 80112.
2. Defendant, Beverly J. Beard, is an adult individual residing at 128 Blue Jay Drive, Rockton, PA. 15856.
3. Defendant, Liann Beard, is an adult individual residing at 216 North Street, Rockton, PA. 15856.
4. Plaintiff is the holder of a Retail Installment Contract (hereinafter the "Contract") and Security Agreement secured by a vehicle duly executed and delivered by Defendants in favor of Stoltz of Dubois on or about October 17, 2005. A true and correct copy of the Contract and Security Agreement is attached hereto, marked as Exhibit "1" and made a part hereof.
5. Pursuant to said Contract and Security Agreement, Defendants took possession of the vehicle more particularly identified in the Contract as a 2002 Jeep Liberty, Serial Number 1J4GL48K92W165929.
6. Stoltz of Dubois subsequently assigned its right, title and interest in said Installment Sale Contract and Security Agreement to Plaintiff.

7. Under the terms of the Contract, Defendants were to make Seventy-Two (72) consecutive monthly payments of \$386.86 beginning November 17, 2005.

8. The total principal amount due to Plaintiff pursuant to the Contract was \$18,677.25.

9. Plaintiff maintains a first lien on the aforesaid vehicle by virtue of the Certificate of Title issued by the Commonwealth of Pennsylvania Department of Transportation, a true and correct copy of the Certificate of Title is attached hereto, marked as Exhibit "2" and made a part hereof.

10. Defendants are in default of the terms and conditions of the Contract because Defendants have failed to make the required monthly payments since July 23, 2007.

11. Plaintiff is entitled to immediate possession of said vehicle which Plaintiff holds a security interest in and any proceeds of the vehicle, including insurance proceeds by virtue of Defendants' default.

12. Defendants have made partial payment under the Contract leaving an unpaid balance in the amount of \$17,740.13 as of September 06, 2007.

13. Plaintiff avers that the Contract provides for finance charges at the rate of 14.20% per annum.

14. Plaintiff avers that finance charges from September 06, 2007 to October 27, 2007 amount to \$351.98.

15. Plaintiff has performed all conditions precedent as holder of all right, title and interest in the collateral, but Defendants wrongfully remain in possession of the vehicle at the above-stated address.

16. By virtue of Defendants' default, Plaintiff has an immediate right to possession of the vehicle covered by the Security Agreement the value of which is \$9,275.00, plus continuing finance charges at the aforesaid rate of 14.20% per annum.

17. Under the terms of the Contract, Defendants have undertaken to pay to Plaintiff its reasonable attorneys' fees and costs of retaking possession of the collateral.

WHEREFORE, Plaintiff prays for Judgment against Defendants, Beverly J. Beard and Liann Beard, jointly and severally, in Count I of this Complaint In Replevin, as follows:

A. For possession of the vehicle, more particularly identified as a 2002 Jeep Liberty, Serial Number 1J4GL48K92W165929

COUNT II  
ACTION IN CONTRACT FOR IN PERSONAM DAMAGES

18. Plaintiff incorporates herein by reference thereto each of the preceding paragraphs of this Complaint in their entirety as if the same were more fully set forth herein.

19. In the alternative to Count I, Plaintiff pleads an action in contract as a result of Defendants' default for the accelerated balance due under the Contract in the amount of \$18,092.11, plus appropriate additional finance charges at the rate of 14.20% per annum on the balance due from October 27, 2007 and costs.

20. Under the terms of the Contract, Plaintiff is entitled to recover reasonable attorneys' fees and costs of retaking possession of the collateral.

21. Plaintiff avers that such attorneys' fees amount to \$1,500.00 to date.

22. Contemporaneously hereunder, Defendants have been advised of his/her right to dispute the validity of this debt, or any part thereof, pursuant to the Fair Debt Collection Practices Act 30 Day Notice, attached hereto, marked Exhibit "3" and made a part hereof.

WHEREFORE, Plaintiff prays for the entry of Judgment on Count II against Defendants, jointly and severally, in the amount of \$18,092.11 plus continuing finance charges at the aforesaid rate of 14.20% per annum from October 27, 2007, expenses for retaking possession, attorneys fees of \$1,500.00 and costs.

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

James C. Warmbrodt, Esquire  
PA I.D. #42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#06319292

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

**RETAIL INSTALLMENT CONTRACT  
PENNSYLVANIA - SIMPLE INTEREST**

BUYER'S (AND CO-BUYER'S) NAME AND ADDRESS

 BEVERLY J BEARD  
 LIANN J BEARD  
 216 N ST  
 ROCKTON PA 15856

 DATE 10/17/2005 ACCOUNT NUMBER

 STOLTZ OF DUBOIS  
 3456 WATSON HWY  
 DUBOIS PA 15801

Creditor ("us" and "we") agrees to sell, and buyer and co-buyer, if any, (collectively "Buyer", "You" and "Your") after being quoted both a cash and credit price, agrees to buy from Creditor on a credit price basis ("Total Sale Price"), subject to the terms and conditions set forth on both the front and back of this contract, the vehicle ("Vehicle") described below. You acknowledge delivery and acceptance of the Vehicle.

DESCRIPTION OF VEHICLE	YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER	DESCRIPTION OF TRADE-IN	YEAR & MAKE	MODEL
<input type="checkbox"/> NEW <input checked="" type="checkbox"/> USED	2002	JEEP	LIBERTY	1J4GL48K92W165929		1991 DODGE TRUCK	B250

FEDERAL TRUTH-IN-LENDING DISCLOSURES							
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE	1. CASH PRICE		
The cost of Your credit as a yearly rate.	E*	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.	a. Vehicle (including accessories, delivery, installation charges, if any) <u>16999.00</u>		
<u>14.20</u> %	\$ <u>9176.67</u>	\$ <u>18677.25</u>	\$ <u>27853.92</u>	\$ <u>29853.92</u>	b. Sales Tax <u>931.14</u>		
					c. Documentary Fee <u>55.00</u>		
					d. Service Contract (optional) <u>N/A</u>		
					e. Cash Price <u>\$ 17985.14</u>		
Payment Schedule - Your payment schedule will be...							
NO. OF PAYMENTS	AMOUNT OF EACH PAYMENT	WHEN PAYMENTS ARE DUE <input checked="" type="checkbox"/> MONTHLY <input type="checkbox"/> (BEGINNING DATE OF PAYMENT)	NO. OF PAYMENTS	AMOUNT OF EACH PAYMENT	WHEN PAYMENTS ARE DUE <input type="checkbox"/> MONTHLY <input checked="" type="checkbox"/> (BEGINNING DATE OF PAYMENT)		
72	\$ <u>386.86</u>	11/17/2005	5	N/A			
	N/A			N/A			
	N/A			N/A			
	N/A			N/A			

Prepayment. If You pay off early, You will not have to pay a penalty.

Late Charge. If a payment or part thereof is more than 10 days late You will be charged 2% of such unpaid amount.

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

Filing Fees \$ 5.00

Contract Provisions. See the back of this contract for any additional information about security interests, nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

\*E means Estimate

YOU ARE REQUIRED TO HAVE PHYSICAL DAMAGE INSURANCE. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT. YOU MAY OBTAIN VEHICLE INSURANCE FROM AN INSURANCE COMPANY OF YOUR CHOICE.

CREDIT LIFE, CREDIT DISABILITY COVERAGE AND OTHER OPTIONAL INSURANCE/COVERAGE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

<input checked="" type="checkbox"/> CREDIT LIFE INSURER <u>UNIVERSAL INSURERS</u>	PREMIUM \$ <u>782.97</u>	<input type="checkbox"/> MECHANICAL BREAKDOWN TERM <u>N/A</u> PREMIUM \$ <u>N/A</u>
INSURED(S) <u>LIANN J BEARD</u>	INSURER <u>N/A</u>	INSURER <u>N/A</u>

BUYER'S SIGNATURE Beverly J Beard CO-BUYER'S SIGNATURE Jeanne J Beard

<input checked="" type="checkbox"/> CREDIT DISABILITY INSURER <u>UNIVERSAL INSURERS</u>	PREMIUM \$ <u>1289.64</u>	<input type="checkbox"/> TYPE GAP INS TERM <u>72</u>
INSURED(S) <u>LIANN J BEARD</u>	INSURER/PROVIDER <u>N/A</u>	PREMIUM \$ <u>520.00</u>

BUYER'S SIGNATURE Beverly J Beard CO-BUYER'S SIGNATURE Jeanne J Beard

Primary Use of Vehicle - You agree to use the Vehicle primarily for personal, family or household purposes. However, if the following box is checked, You will use the Vehicle primarily for business or commercial purposes.

## SEE BACK OF THIS CONTRACT FOR ADDITIONAL TERMS AND CONDITIONS, INCLUDING IMPORTANT ARBITRATION DISCLOSURES AND PRIVACY POLICY.

**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.

The Annual Percentage Rate may be negotiated with the Seller. The Seller may assign this contract and retain its right to receive a part of the finance charge.

SIGNATURE OF BUYER <u>Beverly J Beard</u>	SIGNATURE OF CO-BUYER <u>Jeanne J Beard</u>	SIGNATURE OF CO-BUYER
---	---	-----------------------

If the Property is a USED motor vehicle and unless otherwise modified in writing, the following notice is applicable. **NOTICE: "AS IS." THIS MOTOR VEHICLE IS SOLD AS IS WITHOUT ANY WARRANTY EITHER EXPRESSED OR IMPLIED. THE BUYER WILL BEAR THE ENTIRE EXPENSE OF REPAIRING OR CORRECTING ANY DEFECTS THAT PRESENTLY EXIST OR THAT MAY OCCUR IN THE VEHICLE.**

BUYER ACKNOWLEDGES RECEIPT OF A COMPLETELY FILLED-IN COPY OF THIS CONTRACT.

SIGNATURE OF BUYER <u>Beverly J Beard</u>	SIGNATURE OF CO-BUYER <u>Jeanne J Beard</u>	SIGNATURE OF CO-BUYER
---	---	-----------------------

THIS CONTRACT IS ACCEPTED BY THE CREDITOR (SELLER) AND ASSIGNED TO DAIMLERCHRYSLER SERVS NA LLC ("ASSIGNEE") IN ACCORDANCE WITH THE TERMS OF THE ASSIGNMENT SET FORTH ON THE REVERSE HEREOF. 25/2003

SIGNATURE OF SELLER <u>STOLTZ OF DUBOIS</u>	BY <u>Jeanne J Beard</u>	TITLE
---	--------------------------	-------

EXHIBIT

1

## TERMS AND CONDITIONS

**1. PAYMENT:** You agree to make all payments when they are due. Accepting a late payment or late charge does not change Your payment schedule. You may prepay Your debt without penalty. This is a simple interest contract. Your final payment may be larger or smaller, depending on whether You make payments late or early. Your payment will be applied first to the earned and unpaid part of the Finance Charge, then to the unpaid Amount Financed and then to any other amounts due. The Finance Charge is earned by applying the Annual Percentage Rate divided by 365 to the unpaid Amount Financed for the number of days outstanding.

**2. ADDITIONAL CHARGES:** You agree to pay a late charge if any payment or part thereof is received by us more than 10 days after the scheduled due date. The late charge is shown on the front of this contract.

**3. SECURITY AGREEMENT:** You give us a security interest in the Vehicle and all parts or other goods put on the Vehicle, all money or goods received for the Vehicle, and all insurance policies and service contracts financed by You in this contract, and any rebate or refund which relate to those policies or contracts. This secures payment of all amounts You owe in this contract.

**4. USE OF VEHICLE:** You agree to maintain the Vehicle in good condition and obey all laws; keep the Vehicle free from the claims of others; and obtain our written consent prior to transferring Your equity in the Vehicle, subleasing or renting the Vehicle, or taking the Vehicle outside the United States for more than thirty (30) days.

**5. WARRANTIES:** If the Vehicle is for personal use and we, or the Vehicle's manufacturer, extend a written warranty or service contract covering the Vehicle within 90 days from the date of the contract, You get implied warranties of merchantability and fitness for a particular purpose covering the Vehicle, if otherwise. You agree that there are no such implied warranties.

**6. INSURANCE:** You must insure Yourself and us against loss or damage to the Vehicle and provide us with proof of that insurance. We must approve the type and amount of insurance. Whether or not the Vehicle is insured, You must pay if it is lost, damaged or destroyed. You agree that we may endorse Your name upon any check or draft representing payment made by an insurance company for a loss related to the Vehicle.

**7. DEFAULT:** You will be in default if You do not make a payment when it is due; You do not keep any promise in this contract; You file a bankruptcy petition or one is filed against You; Your Vehicle is seized by any local, state or federal authority; You provided information on the credit application which was not true and accurate; or You breach any promise, representation or warranty You have made in this contract.

**NOTICE: 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.**

The preceding NOTICE applies if the Vehicle is a used vehicle as shown on the front of this contract and if this contract is a contract of sale under the FTC Used Motor Vehicle Trade Regulation Rule.

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

The preceding NOTICE applies to goods or services obtained primarily for personal, family or household use.

## IMPORTANT ARBITRATION DISCLOSURES

The following Arbitration provisions significantly affect Your rights in any dispute with us. Please read this carefully before You sign the contract.

For purposes of the Arbitration provisions, the term "us" refers to the Buyer and Co-buyer, and Creditor and Creditor's successors and assignees.

- If either of us chooses, any dispute between us will be decided by arbitration and not in court.
- If a dispute is arbitrated, us will give up the right to a trial by a court or a jury trial.
- You agree to give up any right You may have to bring a class-action lawsuit or class arbitration, or to participate in either as a claimant, and You agree to give up any right You may have to consolidate Your arbitration with the arbitration of others.
- The information that can be obtained in discovery from each other or from third persons in an arbitration is generally more limited than in a lawsuit.
- Other rights that each of us would have in court may not be available in arbitration.

Any claim or dispute, whether in contract, tort or otherwise (including any dispute over the interpretation, scope, or validity of this contract, the arbitration clause or the arbitrability of any issue), between us or Creditor's employees, agents, successors or assigns, which arise out of or relate to a credit application, this contract, or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at the election of either of us (or the election of any such third party), be resolved by a neutral, binding arbitration and not by a court action. Whoever first demands arbitration may choose to proceed under the applicable rules of the American Arbitration Association, or its successor, which may be obtained by mail from the American Arbitration Association, Attn: Customer Service Department, 315 Madison Ave., 10th Floor, NY, NY 10016-3656 or on the internet at <http://www.adr.org>, or the applicable rules of JAMS or its successor, which may be obtained by mail from JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614 or on the internet at <http://www.jamsadr.com>, or the applicable rules

of the National Arbitration Forum, or its successor, which may be obtained by mail from The Forum, P.O. Box 50191, Minneapolis, Minnesota 55405-0191, or on the internet at <http://www.arbitration-forum.com>.

Whichever rules are chosen, the arbitrator shall be an attorney or retired judge and shall be selected in accordance with the applicable rules. The arbitrator shall apply the law in deciding the dispute. The arbitration award shall be issued without a written opinion. The arbitration hearing shall be conducted in the federal district in which You reside. If You demand arbitration first, You will pay the claimant's initial arbitration filing fees or case management fees required by the applicable rules up to \$125, and we will pay any additional initial filing fee or case management fee. We will pay the whole filing fee or case management fee if we demand arbitration first. We will pay the arbitration costs and fees for the first day of arbitration, up to a maximum of eight hours. The arbitrator shall decide who shall pay any additional costs and fees. Nothing in this paragraph shall prevent You from requesting that the applicable arbitration entity reduce or waive Your fees, or that we voluntarily pay an additional share of said fees, based upon Your financial circumstances or the nature of Your claim.

This contract evidences a transaction involving interstate commerce. Any arbitration under this contract shall be governed by the Federal Arbitration Act (9 USC 1, et seq). Judgment upon the award rendered may be entered in any court having jurisdiction.

Notwithstanding this provision, both You and Creditor and Creditor's successors and assignees retain the right to exercise self-help remedies and to seek provisional remedies from a court, pending final determination of the dispute by the arbitrator. Neither of us waives its right to arbitrate by exercising self-help remedies, filing suit, or seeking or claiming provisional remedies. Notwithstanding any provision of this arbitration agreement is found to be unenforceable or invalid, that provision shall be stricken and the remaining provisions shall be given full effect as if the severed provision had not been included.

## PRIVACY POLICY OF DAIMLERCHRYSLER SERVICES NORTH AMERICA/CHRYSLER FINANCIAL/DCFS TRUST ("we," "us," and "our")

## Categories of Information We Collect

We collect nonpublic personal information about You from the following sources:

- Information we receive from You on applications and other forms
- Information about Your transactions with us, our affiliates, or others; and
- Information we receive from consumer reporting agencies and other outside sources.

## Categories of Information We Disclose

We may disclose all of the information that we collect, as described above.

## Categories of Affiliates and Third Parties to Whom We Disclose Information About Current and Former Customers

We may disclose all of the information that we collect, which relates to our transactions or experiences with You among our affiliated companies. Companies, which are affiliated with us, include any company that controls us, any company we control, or any company under common control with us. In other words, it is any company that is in our "family of companies."

We may disclose all of the information that we collect, as described above, to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements.

We may also disclose all of the information that we collect, as described above, with other nonaffiliated third parties as permitted by law.

## Opting Out of Disclosure

Because we only disclose information to nonaffiliated third parties as permitted by law, through a joint marketing agreement, opt out of such disclosures are not required.

## Policies and Practices to Protect the Confidentiality and Security of Nonpublic Personal Information

We restrict access to nonpublic personal information about You to those employees, outside contractors, and businesses which jointly market our products and services, who need or may need to know that information to provide products or services to You. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to protect Your nonpublic personal information.

## Privacy Policy Changes and Future Disclosures

We may from time to time change our Privacy Policy. Therefore, we reserve the right to disclose any and all information to our affiliates and other nonaffiliated third parties as permitted by law.

## ASSIGNMENT

In return for purchase of this Contract, the Seller sells to Assignee: the entire interest in this Contract; and authorizes Assignee to collect and discharge obligations of the Contract and its assignment.

Seller represents and warrants to Assignee that: (a) this Contract arose out of the sale of the disclosed Vehicle; (b) this Contract is legally enforceable against the Buyer; (c) the Buyer has the capacity to contract and paid statement made by or on behalf of the Buyer, including those in the credit application, furnished to Assignee by Seller; (f) all disclosures required by law were made to the Buyer before signing the Contract; (g) no material obtained Physical Damage Insurance on the Vehicle per Assigned's requirements; (k) Assignee has a first lien on the Vehicle title; (l) title will be applied for within 10 days of the delivery of the Vehicle; (m) any co-buyers were provided notices required by law; (n) Seller will perform all warranty work that was agreed to with Buyer; and (o) the Seller is licensed as required by law.

Should any of the above representations and warranties prove to be false or incorrect in any respect, and without regard to Seller's knowledge or lack of knowledge, or Assignee's reliance, Seller unconditionally, and with indemnity, and to save and to hold Assignee, and its parent and affiliates, and its and their officers, employees, agents and attorneys, harmless from any and all liability, costs, and expense (including without limitation, reimbursement of attorney's fees and court costs), resulting from the assertion of any claim, counter-claim, defense, or recoupment by Buyer with respect to the Vehicle, the purchase of the Vehicle, the compliance, content, completion and execution of this Contract, or in any way related thereto.

Seller agrees to the initial paragraph below. If none are initialed, the assignment is made on a "Full Repurchase Obligation" basis.

Without Recourse or Payment Obligation, except in the circumstances noted above.

Full Payment Obligation - Should Buyer default under this Contract at any time, Seller unconditionally, and with waiver of all defenses, agrees to pay to Assignee immediately on demand the full unpaid balance owing under this Contract, in principal, interest, costs, expenses, and attorney's fees.

Limited Payment Obligation - Should Buyer default under this Contract at any time, Seller unconditionally, and with waiver of all defenses and rights of subrogation, agrees to pay Assignee immediately on demand the unpaid principal balance then owed under this Contract up to a maximum of \$ \_\_\_\_\_, together with all interest, costs, expenses, and attorney's fees that may then be owed by Buyer.

Full Repurchase Obligation - Should Buyer default under this Contract at any time and Assignee obtains possession of the Vehicle by any means, Seller unconditionally, and with waiver of all defenses, agrees to purchase the Vehicle from Assignee at private sale for an amount equal to the full unpaid balance then owed under this Contract, in principal, interest, costs, expenses, and attorney's fees.

Limited Repurchase Obligation - Should Buyer default under this Contract during the first \_\_\_\_\_ months of the Contract term, and Assignee obtains possession of the Vehicle by any means, Seller unconditionally, and with waiver of all defenses, agrees to purchase the Vehicle from Assignee at private sale for an amount equal to the then unpaid balance under the Contract, in principal, interest, costs, expenses and attorney's fees.

1

**COMMONWEALTH OF PENNSYLVANIA**  
**CERTIFICATE OF TITLE FOR A VEHICLE**

555

05292400006636-001

WJLGL6K93H155929	2002	YEAR	57124054902-BE
VEHICLE IDENTIFICATION NUMBER	MAKE OF VEHICLE	TITLE NUMBER	
1/14/02	2002	PRIOR TITLE STATE	10/19/05
DATE PA TITLED	DOOM PROCD DATE	COOR. MILE	COTLA STATUS
1/14/02	10/19/05	UNLADEN WEIGHT	GWWT
DATE OF ISSUE		TITLE BRANDS	

REGISTERED OWNER(S)  
LIANN J BEARD  
216 N ST  
ROCKTON PA 15856

DAIMLERCHRYSLER SERVICES NA LLC

MAILING ADDRESS

DAIMLERCHRYSLER SERVICES NA LLC  
PC BOX 3489  
COPPELL TX 75019

CTRL# : 487 AA326046  
NAME : B BEARD  
LOAN# : 2903 0228

ODOMETER STATUS  
0 - ACTUAL MILEAGE  
1 - MILEAGE EXCEEDS THE MECHANICAL LIMIT  
2 - THE ACTUAL MILEAGE  
3 - NOT THE ACTUAL MILEAGE ODOMETER TAMPERED OR VENTED  
4 - EXEMPT FROM ODOMETER DISCLOSURE

TITLE BRANDS  
A - ANTIQUE VEHICLE  
B - CLASSIC VEHICLE  
C - COLLECTIBLE VEHICLE  
D - OUT OF COUNTRY VEHICLE  
E - OWNER'S IMPORT FOR HOME USE  
F - INDIVIDUAL VEHICLE  
G - COMMERCIAL VEHICLE  
H - COMMUTER VEHICLE  
I - IS THIS A POLICE VEHICLE  
J - RESTRICTED  
K - RECONDUCED  
L - RECOVERED THEFT VEHICLE  
M - VEHICLE OWNED AND REGISTERED VIN  
N - FLOOD VEHICLE  
X - THIS IS A FAIR

IF A SECOND LIENHOLDER IS LISTED UPON APPLICATION OF THE FIRST LIEN, THE FIRST LIENHOLDER MUST TENDER THE TITLE TO THE BUREAU OF MOTOR VEHICLES WITH THE APPROPRIATE FORM AND FEES.

FIRST LIEN FAVOR OF  
SECOND LIEN FAVOR OF

FIRST LIEN RELEASED \_\_\_\_\_ DATE \_\_\_\_\_  
BY \_\_\_\_\_ AUTHORIZED REPRESENTATIVE \_\_\_\_\_

SECOND LIEN RELEASED \_\_\_\_\_ DATE \_\_\_\_\_  
BY \_\_\_\_\_ AUTHORIZED REPRESENTATIVE \_\_\_\_\_

ALLEN D. BIEHLER  
Secretary of Transportation

D. APPLICATION FOR TITLE AND LIEN INFORMATION

SUBSCRIBED AND SWORN  
TO BEFORE ME: \_\_\_\_\_ ON \_\_\_\_\_ YEAR: \_\_\_\_\_

SIGNATURE OF PERSON APPOINTED AS DATE

SEAL

The undersigned hereby makes application for Certificate of Title to the vehicle described above subject to the encumbrances and other legal claims set forth here.

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

SIGNATURE OF CO-APPLICANT OR AUTHORIZED SIGNER

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

DO NOT ACCEPT DOCUMENT WITHOUT VERIFYING THE PRESENCE OF THE LIBERTY BELL WATERMARK

29195594

**EXHIBIT**

2

(TYPE OR PRINT) Certificate of Title must be submitted within 20 days, unless the purchaser is a registered dealer holding the vehicle for resale.

**WARNING - FEDERAL AND STATE LAWS REQUIRE THAT YOU STATE THE MILEAGE (ODOMETER READING) IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.**

## IMPORTANT NOTICE

Please be advised that in lieu of notarization on this form, verification of a person's signature by an issuing agent who is licensed as a vehicle dealer by the Pennsylvania State Board of Vehicle Manufacturers, Dealers and Salespersons, or its employee is acceptable. The signature and printed name of the issuing agent or the issuing agent's employee, date of verification, the issuing agent/licensed dealership's dealer identification number (DIN) and business name, must be listed in the space provided for notarization. Vehicle seller and purchaser must sign only in the presence of an officer empowered to administer oaths or an authorized agent as identified above.

<b>A. ASSIGNMENT OF TITLE</b> <small>E. Registered dealers must complete forms MV27A or MV27B as required by law. If purchaser is NOT a registered dealer, Section D on the front of this form must be completed.</small>	
<p>We certify, to the best of my/our knowledge that the odometer reading is <input checked="" type="checkbox"/> miles and reflects the actual mileage of the vehicle, unless one of the following boxes is checked.</p> <p><input type="checkbox"/> Reduces the amount of mileage <input type="checkbox"/> Is NOT the actual mileage <small>IN EXCESS OF 40 MECHANICAL FAULTS</small> <input type="checkbox"/> WARNING: Odometer discrepancy</p> <p>We further certify that the vehicle is free of any encumbrance and that ownership is hereby transferred to the person(s) or the dealer listed.</p> <p><b>SUBSCRIBED AND SWORN TO BEFORE ME:</b> <input style="width: 20px;" type="text"/> MO <input style="width: 20px;" type="text"/> DAY <input style="width: 20px;" type="text"/> YEAR</p> <p><b>SIGNATURE OF PERSON ADMINISTERING OATH</b></p> <p><b>SEAL</b></p>	
<p><b>PURCHASER OR FULL BUSINESS NAME</b> <b>CO-PURCHASER</b> <b>STREET ADDRESS</b> <b>CITY</b> <b>STATE</b> <b>ZIP</b> <b>PURCHASE PRICE OR DIN</b></p> <p><b>PURCHASER SIGNATURE</b></p> <p><b>CO-PURCHASER SIGNATURE</b></p> <p><b>SIGNATURE OF SELLER</b></p> <p><b>SELLER AND/OR CO-SELLER NAME HERE</b></p> <p><b>SELLER MUST HANDPRINT NAME HERE</b></p> <p>If purchaser listed in Block A is NOT a registered dealer Section D on the front of this form must be completed.</p>	
<b>B. RE-ASSIGNMENT OF TITLE BY REGISTERED DEALER</b>	
<p>We certify, to the best of my/our knowledge that the odometer reading is <input checked="" type="checkbox"/> miles and reflects the actual mileage of the vehicle, unless one of the following boxes is checked.</p> <p><input type="checkbox"/> Reduces the amount of mileage <input type="checkbox"/> Is NOT the actual mileage <small>IN EXCESS OF 40 MECHANICAL FAULTS</small> <input type="checkbox"/> WARNING: Odometer discrepancy</p> <p>We further certify that the vehicle is free of any encumbrance and that ownership is hereby transferred to the person(s) or the dealer listed.</p> <p><b>SUBSCRIBED AND SWORN TO BEFORE ME:</b> <input style="width: 20px;" type="text"/> MO <input style="width: 20px;" type="text"/> DAY <input style="width: 20px;" type="text"/> YEAR</p> <p><b>SIGNATURE OF PERSON ADMINISTERING OATH</b></p> <p><b>SEAL</b></p>	
<p><b>PURCHASER OR FULL BUSINESS NAME</b> <b>CO-PURCHASER</b> <b>STREET ADDRESS</b> <b>CITY</b> <b>STATE</b> <b>ZIP</b> <b>PURCHASE PRICE OR DIN</b></p> <p><b>PURCHASER SIGNATURE</b></p> <p><b>CO-PURCHASER SIGNATURE</b></p> <p><b>SIGNATURE OF SELLER</b></p> <p><b>SELLER MUST HANDPRINT NAME HERE</b></p> <p>If purchaser is NOT a registered dealer Section D on the front of this form must be completed.</p>	
<b>RE-ASSIGNMENT OF TITLE BY REGISTERED DEALER</b>	
<p>We certify, to the best of my/our knowledge that the odometer reading is <input checked="" type="checkbox"/> miles and reflects the actual mileage of the vehicle, unless one of the following boxes is checked.</p> <p><input type="checkbox"/> Reduces the amount of mileage <input type="checkbox"/> Is NOT the actual mileage <small>IN EXCESS OF 40 MECHANICAL FAULTS</small> <input type="checkbox"/> WARNING: Odometer discrepancy</p> <p>We further certify that the vehicle is free of any encumbrance and that ownership is hereby transferred to the person(s) or the dealer listed.</p> <p><b>SUBSCRIBED AND SWORN TO BEFORE ME:</b> <input style="width: 20px;" type="text"/> MO <input style="width: 20px;" type="text"/> DAY <input style="width: 20px;" type="text"/> YEAR</p> <p><b>SIGNATURE OF PERSON ADMINISTERING OATH</b></p> <p><b>SEAL</b></p>	
<p><b>PURCHASER OR FULL BUSINESS NAME</b> <b>CO-PURCHASER</b> <b>STREET ADDRESS</b> <b>CITY</b> <b>STATE</b> <b>ZIP</b> <b>PURCHASE PRICE OR DIN</b></p> <p><b>PURCHASER SIGNATURE</b></p> <p><b>CO-PURCHASER SIGNATURE</b></p> <p><b>SIGNATURE OF SELLER</b></p> <p><b>SELLER MUST HANDPRINT NAME HERE</b></p>	
<b>C. <input type="checkbox"/> CHECK HERE IF APPLICATION FOR DEALER TITLE AND COMPLETE SECTION D. TITLING FEES \$ _____</b>	

FAIR DEBT COLLECTION PRACTICES ACT 30 DAY NOTICE

By law, this law firm is required to advise you that unless within 30 days after receipt of this notice you dispute the validity of this debt or any portion thereof, the debt will be assumed to be valid by us. If said notification is sent to us in writing, we are required to provide you with verification of the debt. In the event within a 30-day period you request in writing the name of the original creditor, it will be provided to you if different from the current creditor. In the event that you dispute the debt and/or request the name of the original creditor in writing within the 30-day period, no further action will be taken to obtain a Judgment in the pending lawsuit until the verification and/or name of the original creditor has been provided to you.

This law firm is attempting to collect this debt for our client and any information obtained will be used for that purpose.

The above Notice is being given pursuant to the Fair Debt Collection Practices Act and is separate and distinct from the foregoing Complaint which must be responded to in conformity with the instructions therein. Because of the difference in time parameters, we will not move for Default Judgment for at least thirty (30) days from the date of service of this Complaint upon you, and if you request verification, we will not move for Default Judgment until a reasonable time after verification has been provided, and after the expiration of the thirty (30) day period from the date of service.

**EXHIBIT "3"**

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 CHRIS LANFORD  
(NAME)

BUSINESS ANALYST of CITIFINANCIAL AUTO, plaintiff herein, that  
(TITLE) (COMPANY)

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

  
(SIGNATURE)

This law firm is a debt collector attempting to collect this debt for our client and any  
information obtained will be used for that purpose.

WWR# 06319292

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103437  
NO: 07-1856-CD  
SERVICE # 1 OF 2  
COMPLAINT IN REPLEVIN

PLAINTIFF: CITIFINANCIAL AUTO  
VS.  
DEFENDANT: BEVERLY J. BEARD and LIANN BEARD

**SHERIFF RETURN**

---

NOW, December 06, 2007 AT 11:35 AM SERVED THE WITHIN COMPLAINT IN REPLEVIN ON BEVERLY J. BEARD DEFENDANT AT 128 BLUE JAY DRIVE, ROCKTON, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BEVERLY BEARD, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN REPLEVIN AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

**FILED**  
01/12/08  
APR 03 2008  
WAS

William A. Shaw  
Prothonotary/Clerk of Courts

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 2 of 2 Services

Sheriff Docket # **103437**

CITIFINANCIAL AUTO

Case # 07-1856-CD

vs.

BEVERLY J. BEARD and LIANN BEARD

TYPE OF SERVICE COMPLAINT IN REPLEVIN

**SHERIFF RETURNS**

NOW April 03, 2008 RETURNED THE WITHIN COMPLAINT IN REPLEVIN "NOT SERVED, TIME EXPIRED" AS TO LIANN BEARD, DEFENDANT. ATTEMPTED, NOT HOME

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103437  
NO: 07-1856-CD  
SERVICES 2  
COMPLAINT IN REPLEVIN

PLAINTIFF: CITIFINANCIAL AUTO  
vs.  
DEFENDANT: BEVERLY J. BEARD and LIANN BEARD

SHERIFF RETURN

---

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8505456	20.00
SHERIFF HAWKINS	WELTMAN	8505456	60.80

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2008

So Answers,



Chester A. Hawkins  
Sheriff

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

CITIFINANCIAL AUTO

Plaintiff No. 07-1856-CD

vs. COMPLAINT IN REPLEVIN

BEVERLY J BEARD and  
LIANN BEARD

Defendants FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

James C. Warmbrodt, Esquire  
PA I.D. #42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#06319292

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

NOV 13 2007

Attest

William L. Green  
Prothonotary/  
Clerk of Courts

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

CITIFINANCIAL AUTO

Plaintiff

vs.

Civil Action No.

BEVERLY J BEARD and  
LIANN BEARD

Defendants

**COMPLAINT IN REPLEVIN 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. OF 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

COUNT I - REPLEVIN

1. Plaintiff is a corporation having offices at 7958 South Chester, Denver, Co. 80112.
2. Defendant, Beverly J. Beard, is an adult individual residing at 128 Blue Jay Drive, Rockton, PA. 15856.
3. Defendant, Liann Beard, is an adult individual residing at 216 North Street, Rockton, PA. 15856.
4. Plaintiff is the holder of a Retail Installment Contract (hereinafter the "Contract") and Security Agreement secured by a vehicle duly executed and delivered by Defendants in favor of Stoltz of Dubois on or about October 17, 2005. A true and correct copy of the Contract and Security Agreement is attached hereto, marked as Exhibit "1" and made a part hereof.
5. Pursuant to said Contract and Security Agreement, Defendants took possession of the vehicle more particularly identified in the Contract as a 2002 Jeep Liberty, Serial Number 1J4GL48K92W165929.
6. Stoltz of Dubois subsequently assigned its right, title and interest in said Installment Sale Contract and Security Agreement to Plaintiff.

7. Under the terms of the Contract, Defendants were to make Seventy-Two (72) consecutive monthly payments of \$386.86 beginning November 17, 2005.

8. The total principal amount due to Plaintiff pursuant to the Contract was \$18,677.25.

9. Plaintiff maintains a first lien on the aforesaid vehicle by virtue of the Certificate of Title issued by the Commonwealth of Pennsylvania Department of Transportation, a true and correct copy of the Certificate of Title is attached hereto, marked as Exhibit "2" and made a part hereof.

10. Defendants are in default of the terms and conditions of the Contract because Defendants have failed to make the required monthly payments since July 23, 2007.

11. Plaintiff is entitled to immediate possession of said vehicle which Plaintiff holds a security interest in and any proceeds of the vehicle, including insurance proceeds by virtue of Defendants' default.

12. Defendants have made partial payment under the Contract leaving an unpaid balance in the amount of \$17,740.13 as of September 06, 2007.

13. Plaintiff avers that the Contract provides for finance charges at the rate of 14.20% per annum.

14. Plaintiff avers that finance charges from September 06, 2007 to October 27, 2007 amount to \$351.98.

15. Plaintiff has performed all conditions precedent as holder of all right, title and interest in the collateral, but Defendants wrongfully remain in possession of the vehicle at the above-stated address.

16. By virtue of Defendants' default, Plaintiff has an immediate right to possession of the vehicle covered by the Security Agreement the value of which is \$9,275.00, plus continuing finance charges at the aforesaid rate of 14.20% per annum.

17. Under the terms of the Contract, Defendants have undertaken to pay to Plaintiff its reasonable attorneys' fees and costs of retaking possession of the collateral.

WHEREFORE, Plaintiff prays for Judgment against Defendants, Beverly J. Beard and Liann Beard, jointly and severally, in Count I of this Complaint In Replevin, as follows:

A. For possession of the vehicle, more particularly identified as a 2002 Jeep Liberty, Serial Number 1J4GL48K92W165929

COUNT II  
ACTION IN CONTRACT FOR IN PERSONAM DAMAGES

18. Plaintiff incorporates herein by reference thereto each of the preceding paragraphs of this Complaint in their entirety as if the same were more fully set forth herein.

19. In the alternative to Count I, Plaintiff pleads an action in contract as a result of Defendants' default for the accelerated balance due under the Contract in the amount of \$18,092.11, plus appropriate additional finance charges at the rate of 14.20% per annum on the balance due from October 27, 2007 and costs.

20. Under the terms of the Contract, Plaintiff is entitled to recover reasonable attorneys' fees and costs of retaking possession of the collateral.

21. Plaintiff avers that such attorneys' fees amount to \$1,500.00 to date.

22. Contemporaneously hereunder, Defendants have been advised of his/her right to dispute the validity of this debt, or any part thereof, pursuant to the Fair Debt Collection Practices Act 30 Day Notice, attached hereto, marked Exhibit "3" and made a part hereof.

WHEREFORE, Plaintiff prays for the entry of Judgment on Count II against Defendants, jointly and severally, in the amount of \$18,092.11 plus continuing finance charges at the aforesaid rate of 14.20% per annum from October 27, 2007, expenses for retaking possession, attorneys fees of \$1,500.00 and costs.

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

James C. Warmbrodt, Esquire  
PA I.D. #42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#06319292

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

**RETAIL INSTALLMENT CONTRACT  
PENNSYLVANIA - SIMPLE INTEREST**

BUYER AND CO-BUYER'S ADDRESS

 BEVERLY J BEARD  
 LYNN J BEARD  
 216 N ST  
 ROCKTON PA 15856

 DATE 10/17/2005 ACCOUNT NUMBER

 STOLTZ OF DUBOIS  
 3456 WATSON HWY  
 DUBOIS PA 15801

Creditor ("us" and "we") agrees to sell, and buyer and co-buyer, if any, (collectively "Buyer", "You" and "Your") after being quoted both a cash and credit price, agrees to buy from Creditor on a credit price basis ("Total Sale Price"), subject to the terms and conditions set forth on both the front and back of this contract, the vehicle ("Vehicle") described below. You acknowledge delivery and acceptance of the Vehicle.

DESCRIPTION OF VEHICLE	YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER	Description of Trade-In	YEAR & MAKE	MODEL
<input type="checkbox"/> NEW <input checked="" type="checkbox"/> USED	2002	JEEP	LIBERTY	1J4GL48K92H165929		1991 DODGE TRUCK	B250

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE	FINANCE CHARGE E*	Amount Financed	Total of Payments E*	Total Sale Price E*
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 price of Your purchase on credit, including Your down-payment of
14.20 %	\$ 9176.67	\$ 18677.25	\$ 27853.92	\$ 29853.92

## Payment Schedule - Your payment schedule will be...

NO. OF PAYMENTS	AMOUNT OF EACH PAYMENT	WHEN PAYMENTS ARE DUE	NO. OF PAYMENTS	AMOUNT OF EACH PAYMENT	WHEN PAYMENTS ARE DUE
		MONTHLY <input checked="" type="checkbox"/> (BEGINNING DATE OF PAYMENT)			MONTHLY <input type="checkbox"/> (BEGINNING DATE OF PAYMENT)
72	\$ 396.86	11/17/2005		\$ N/A	
	N/A			N/A	
	N/A			N/A	
	N/A			N/A	

Prepayment. If You pay off early, You will not have to pay a penalty.

Late Charge. If a payment or part thereof is more than 10 days late You will be charged 2% of such unpaid amount.

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

Filing Fees \$ 5.00

Contract Provisions. See the back of this contract for any additional information about security interests, nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

\*E means Estimate

YOU ARE REQUIRED TO HAVE PHYSICAL DAMAGE INSURANCE. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT. YOU MAY OBTAIN VEHICLE INSURANCE FROM AN INSURANCE COMPANY OF YOUR CHOICE.

CREDIT LIFE, CREDIT DISABILITY COVERAGE AND OTHER OPTIONAL INSURANCE/COVERAGE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

<input checked="" type="checkbox"/> CREDIT LIFE PREMIUM \$ 782.97 INSURER UNIVERSAL INSURERS INSURED(S) LYNN J BEARD	<input type="checkbox"/> MECHANICAL BREAKDOWN TERM N/A PREMIUM \$ N/A INSURER N/A
--	---

<i>Beverly J Beard</i> BUYER'S SIGNATURE CO-BUYER'S SIGNATURE	BUYER'S SIGNATURE
<input checked="" type="checkbox"/> CREDIT DISABILITY PREMIUM \$ 1289.64 INSURER UNIVERSAL INSURERS INSURED(S) LYNN J BEARD	<input checked="" type="checkbox"/> TYPE GAP INS TERM 72 PREMIUM \$ 520.00 INSURER/PROVIDER

<i>Beverly J Beard</i> BUYER'S SIGNATURE CO-BUYER'S SIGNATURE	<i>Beverly J Beard</i> BUYER'S SIGNATURE CO-BUYER'S SIGNATURE
---	---

Primary Use of Vehicle - You agree to use the Vehicle primarily for personal, family or household purposes. However, if the following box is checked, You will use the Vehicle primarily for business or commercial purposes.

 SEE BACK OF THIS CONTRACT FOR ADDITIONAL TERMS AND CONDITIONS, INCLUDING IMPORTANT  
ARBITRATION DISCLOSURES AND PRIVACY POLICY.

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.

The Annual Percentage Rate may be negotiated with the Seller. The Seller may assign this contract and retain its right to receive a part of the finance charge.

SIGNATURE OF BUYER	SIGNATURE OF CO-BUYER	SIGNATURE OF CO-BUYER
<i>Beverly J Beard</i>	<i>Beverly J Beard</i>	<i>Beverly J Beard</i>

If the Property is a USED motor vehicle and unless otherwise modified in writing, the following notice is applicable. NOTICE: "AS IS." THIS MOTOR VEHICLE IS SOLD AS IS WITHOUT ANY WARRANTY EITHER EXPRESSED OR IMPLIED. THE BUYER WILL BEAR THE ENTIRE EXPENSE OF REPAIRING OR CORRECTING ANY DEFECTS THAT PRESENTLY EXIST OR THAT MAY OCCUR IN THE VEHICLE.

BUYER ACKNOWLEDGES RECEIPT OF A COMPLETELY FILLED-IN COPY OF THIS CONTRACT.

SIGNATURE OF BUYER	SIGNATURE OF CO-BUYER	SIGNATURE OF CO-BUYER
<i>Beverly J Beard</i>	<i>Beverly J Beard</i>	<i>Beverly J Beard</i>

THIS CONTRACT IS ACCEPTED BY THE CREDITOR (SELLER) AND ASSIGNED TO DAIMLERCHRYSLER SERVS NA LLC ("ASSIGNEE")

IN ACCORDANCE WITH THE TERMS OF THE ASSIGNMENT SET FORTH ON THE REVERSE HEREOF 25/2005

SIGNATURE OF CREDITOR (SELLER)	BY	TITLE
<i>Stoltz of Dubois</i>	<i>J. Stoltz</i>	

EXHIBIT

1

## TERMS AND CONDITIONS

1. **PAYMENT:** You agree to make all payments when they are due. Accepting a late payment or late charge does not change Your payment due date; You may prepay Your debt without penalty. This is a simple interest contract. Your final payment may be larger or smaller, depending on whether You make payments late or early. Your payment will be applied first to the earned and unpaid part of the Finance Charge and then to the unpaid Amount Financed and then to other amounts due. The Finance Charge is earned by applying the Annual Percentage Rate divided by 365 to the unpaid Amount Financed for the number of days outstanding.

108.1 11 21 0800

2. **ADDITIONAL CHARGES:** You agree to pay a late charge if any payment or part thereof is received by us more than 10 days after the scheduled due date. The late charge is shown on the front of this contract.

3. **SECURITY AGREEMENT:** You give us a security interest in the Vehicle and all parts or other goods built into the Vehicle, all money or goods received for the Vehicle, and all insurance policies and service contracts financed by You in this contract, and any repute or refunds which relate to those policies or contracts. This security interest in the Vehicle and all parts or other goods built into the Vehicle, all money or goods received for the Vehicle, and all insurance policies and service contracts financed by You in this contract, and any repute or refunds which relate to those policies or contracts, shall secure payment of all amounts You owe in this contract.

4. **USE OF VEHICLE:** You agree to maintain the Vehicle in good condition and obey all laws; keep the Vehicle free from the claims of others; and obtain our written consent prior to transferring Your equity in the Vehicle, subleasing or renting the Vehicle, or taking the Vehicle outside the United States for more than thirty (30) days.

6.00031

5. **WARRANTIES:** If the Vehicle is for personal use and we, or the Vehicle's manufacturer, extend a written warranty or service contract covering the Vehicle within 90 days from the date of the contract, You get implied warranties of merchantability and fitness for a particular purpose covering the Vehicle. Otherwise, You agree that there are no such implied warranties.

6. **INSURANCE:** You must insure Yourself and us against loss or damage to the Vehicle and provide its provider that insurance. We must approve the type and amount of insurance. Whether or not the Vehicle is insured, You must pay for it if lost, damaged or destroyed. You agree that we may endorse Your name upon any check or draft representing payment made by an insurance company for a loss related to the Vehicle.

7. **DEFALT:** You will be in default if You do not make a payment when it is due. You do not keep any promise in this contract. You file a bankruptcy petition or one is filed against You. Your Vehicle is seized by any local, state or federal authority. You provided information on the credit application which was not true and accurate; or You breach any promise, representation or warranty You have made in this contract.

NOTICE: 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.

A/H A/H

The preceding NOTICE applies if the Vehicle is a used vehicle as shown on the front of this contract and if this contract is a contract of sale under the FTC Used Motor Vehicle Trade Regulation Rule.

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

The preceding NOTICE applies to goods or services obtained primarily for personal, family or household use.

## IMPORTANT ARBITRATION DISCLOSURES

The following Arbitration provisions significantly affect Your rights in any dispute with us. Please read this carefully before You sign the contract.

For the purposes of the arbitration provisions, the term "us" refers to the Buyer and Co-buyer, and Creditor and Creditor's successors and assigns.

- If either of us chooses, any dispute between us will be decided by arbitration and not in court.
- If a dispute is submitted, each of us will give up the right to a trial by a court or a jury trial.
- You agree to give up any right You may have to bring a class-action lawsuit or class arbitration, or to participate in others as a claimant, and You agree to give up any right You may have to consolidate Your arbitration with the arbitration of others.
- The information that can be obtained in discovery from each other or from third persons in an arbitration is generally more limited than in a lawsuit.
- Other rights that each of us would have in court may not be available in arbitration.

Any claim or dispute, whether in contract, tort or otherwise (including any dispute over the interpretation, scope, or validity of this contract, the arbitration clause or the arbitrability of any issue), between us or Creditor's employees, agents, successors or assigns, which arise out of or relate to a credit application, this contract, or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract), shall, at the election of either of us (or the election of any such third party), be resolved by a mutual, binding arbitration and not by a court action. Whoever first demands arbitration may choose to proceed under the applicable rules of the American Arbitration Association, or its successor, which may be obtained by mail from the American Arbitration Association, Attn: Customer Service Department, 231 Madison Avenue, 10th Floor, New York, NY 10016-3195 or on the Internet at <http://www.adadrp.org>, or the applicable rules of JAMS, or its successor, which may be obtained by mail from JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614 or on the Internet at <http://www.jamsadr.com>, or the applicable rules

of the National Arbitration Forum, or its successor, which may be obtained by mail from The Forum, P.O. Box 50191, Minneapolis, Minnesota 55405-0191, or on the Internet at <http://www.arbitration-forum.com>.

Whichever rules are chosen, the arbitrator shall be an attorney or retired judge and shall be selected in accordance with the applicable rules. The arbitrator shall apply the law in deciding the dispute. The arbitration award shall be issued without a written opinion. The arbitration hearing shall be conducted in the federal district in which You reside. If You demand arbitration first, You will pay the claimant's initial arbitration filing fees or case management fees required by the applicable rules up to \$125, and we will pay any additional initial filing fee or case management fee. We will pay the whole filing fee or case management fee if we demand arbitration first. We will pay the arbitration costs and fees for the first day of arbitration, up to a maximum of eight hours. The arbitrator shall decide who shall pay any additional costs and fees. Nothing in this paragraph shall prevent You from requesting that the applicable arbitration entity reduce or waive Your fees, or that we voluntarily pay an additional share of said fees, based upon Your financial circumstances or the nature of Your claim.

This contract evidences a transaction involving interstate commerce. Any arbitration under this contract shall be governed by the Federal Arbitration Act (9 USC 1, et seq.). Judgment upon the award rendered may be entered in any court having jurisdiction.

Notwithstanding this provision, both You and Creditor and Creditor's successors and assigns retain the right to exercise self-help remedies and to seek provisional remedies from a court, pending final determination of the dispute by the arbitrator. Neither of us waives the right to arbitrate by exercising self-help remedies, filing suit, or seeking or obtaining provisional remedies from a court if any provision of this arbitration agreement is found to be unenforceable or invalid; that provision shall be severed and the remaining provisions shall be given full effect as if the severed provision had not been included.

## PRIVACY POLICY OF DAIMLERCHRYSLER SERVICES NORTH AMERICA/CHRYSLER FINANCIAL/DCFS TRUST ("we," "us," and "our")

## Categories of Information We Collect

We collect nonpublic personal information about You from the following sources:

- Information we receive from You on applications and other forms
- Information about Your transactions with us, our affiliates, or others; and
- Information we receive from consumer reporting agencies and other outside sources.

## Categories of Information We Disclose

We may disclose all of the information that we collect, as described above.

## Categories of Affiliates and Third Parties to Whom We Disclose Information About Current and Former Customers

We may disclose all of the information that we collect, which relates to our transactions or experiences with You among our affiliated companies. Companies, which are affiliated with us, include any company that controls us, any company we control, or any company under common control with us. In other words, it is any company that is in our "family of companies."

We may disclose all of the information that we collect, as described above, to companies that perform marketing services on behalf of, or other financial institutions with whom we have joint marketing agreements.

We may also disclose all of the information that we collect, as described above, with other nonaffiliated third parties as permitted by law.

## Opting Out of Disclosure

Because we only disclose information to nonaffiliated third parties as permitted by law, through a joint marketing agreement, opt outs of such disclosures are not required.

## Marketing Agreements

Because we only disclose information to nonaffiliated third parties as permitted by law, through a joint marketing agreement, opt outs of such disclosures are not required.

## Policies and Practices to Protect the Confidentiality and Security of Nonpublic Personal Information

We restrict access to nonpublic personal information about You to those employees, outside contractors, and businesses which jointly market our products and services, who need or may need to know that information to provide products or services to You. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to protect Your nonpublic personal information.

## Privacy Policy Changes and Future Disclosures

We may from time to time change our Privacy Policy. Therefore, we reserve the right to disclose any and all information to our affiliates and other nonaffiliated third parties as permitted by law.

## ASSIGNMENT

In return for purchase of this Contract, the Seller sells to Assignee: the entire interest in this Contract, and authorizes Assignee to collect and discharge obligations of the Contract and its assignment.

Seller represents and warrants to Assignee that: (a) this Contract arose out of the sale of the disclosed Vehicle; (b) this Contract is legally enforceable against the Buyer; (c) the Buyer has the capacity to contract and paid the downpayment; (d) the Buyer is purchasing the Vehicle for the Buyer's use; (e) the Contract contains an accurate representation of statements made by the Buyer; there is no inaccuracy or misrepresentation in any statement made by or on behalf of the Buyer, including those in the credit application, furnished to Assignee by Seller; (f) all disclosures required by law were made to the Buyer before signing the Contract; (g) no material fact relating to the Vehicle was misrepresented; (h) all insurance documentation will be delivered by the Buyer within legal time limits; (i) there is no lack which invalidates or reduces the value of the Contract; (j) Buyer obtained Physical Damage insurance on the Vehicle per Assignee's requirements; (k) Assignee has a first lien on the Vehicle title; (l) title will be applied for within 10 days of the delivery of the Vehicle; (m) any co-buyers were provided disclosure required by law; (n) Seller will perform all warranty work that was agreed to with Buyer, and (o) the Seller is licensed as required by law.

Should any of the above representations and warranties prove to be false or incorrect in any respect, and without regard to Seller's knowledge or lack of knowledge, or Assignee's reliance, Seller unconditionally, and with waiver of all defenses, agrees to pay to Assignee immediately on demand the full unpaid balance of this Contract, in principal, interest, costs, expenses, and attorney's fees. Seller further agrees under all circumstances to indemnify, and to save and to hold Assignee, its parent and affiliates, and its and their officers, employees, agents and attorneys, harmless from any and all liability, costs, and expense (including without limitation, reimbursement of attorney's fees and court costs), resulting from the assertion of any claim, counter-claim, defense, or recoupment by Buyer with respect to the Vehicle, the purchase of the Vehicle, the compliance, content, condition and/or terms of this Contract, or in any way related thereto.

Seller agrees to the initialed paragraph below. If none are initialed, the assignment is made on a "Full Repurchase Obligation" basis.

Without Recourse or Payment Obligation, except in the circumstances noted above.

Full Payment Obligation - Should Buyer default under this Contract at any time, Seller unconditionally, and with waiver of all defenses, agrees to pay to Assignee immediately on demand the full unpaid balance owing under this Contract, in principal, interest, costs, expenses, and attorney's fees.

Limited Payment Obligation - Should Buyer default after this Contract is initialed, Seller unconditionally, and with waiver of all defenses and rights of subrogation, agrees to pay to Assignee immediately on demand the unpaid principal balance then owed under this Contract up to a maximum of \$ \_\_\_\_\_, together with all interest, costs, expenses, and attorney's fees that may then be owed by Buyer.

Full Repurchase Obligation - Should Buyer default under this Contract at any time and Assignee obtains possession of the Vehicle by any means, Seller unconditionally, and with waiver of all defenses, agrees to purchase the Vehicle from Assignee at private sale for an amount equal to the full unpaid balance then owed under this Contract, in principal, interest, costs, expenses, and attorney's fees.

Limited Repurchase Obligation - Should Buyer default under this Contract during the first \_\_\_\_\_ months of the Contract term, and Assignee obtains possession of the Vehicle by any means, Seller unconditionally, and with waiver of all defenses, agrees to purchase the Vehicle from Assignee at private sale for an amount equal to the then unpaid balance under the Contract, in principal, interest, costs, expenses and attorney's fees.

1

**COMMONWEALTH OF PENNSYLVANIA**  
**CERTIFICATE OF TITLE FOR A VEHICLE**

555  
EST 3224000066362-001

1J4GL48K52W165921	2002	YEAR	57124654502-B6
VEHICLE IDENTIFICATION NUMBER	MADE OF VEHICLE	TITLE NUMBER	
SWV	4WD	PRIOR TITLE STATE	0000 PROCD DATE
BODY TYPE	SEAT CAP.	ODOM. RECD. DATE	ODOM. MILES
07/14/02	07/15/03	10715/03	0472445
DATE PA TITLED	DATE OF TITLE	1ST ADD'L WCRD	2ND ADD'L WCRD
		QUART	GWR
TITLE BRANDS			

ODOMETER STATUS

0 - ACTUAL MILEAGE  
1 - MILEAGE EXCEEDS THE MECHANICAL LIMIT  
2 - NOT THE ACTUAL MILEAGE  
3 - ACTUAL MILEAGE ODOMETER TAMPERED/VENTED  
4 - EXEMPT FROM ODOMETER DISCLOSURE

TITLE BRANDS

A - ANTIQUE VEHICLE  
B - ARTICULATED  
C - COLLECTIBLE VEHICLE  
D - OUT OF COUNTRY  
E - OWNED BY PERSON FOR 40 YEARS  
F - INSTRUCTION  
G - AGRICULTURAL VEHICLE  
H - LEISURE VEHICLE  
I - VEHICLE IS A POLICE VEHICLE  
J - RECONSTRUCTED  
K - RECYCLED  
L - RECYCLED THIEF VEHICLE  
M - VEHICLE CONTAINS RESTORED VIN  
N - FLUO VEHICLE  
O - OWNED AS A TAXI

REGISTERED OWNER(S):  
**LIANN J BEARD**  
216 N ST  
ROCKTON PA 15856

SECOND LIEN FAVOR OF:

FIRST LIEN FAVOR OF:  
**DAIMLERCHRYSLER SERVICES NA LLC**

FIRST LIEN RELEASED \_\_\_\_\_ DATE \_\_\_\_\_  
BY \_\_\_\_\_ AUTHORIZED REPRESENTATIVE \_\_\_\_\_

SECOND LIEN RELEASED \_\_\_\_\_ DATE \_\_\_\_\_  
BY \_\_\_\_\_ AUTHORIZED REPRESENTATIVE \_\_\_\_\_

MAILING ADDRESS

DAIMLERCHRYSLER SERVICES NA LLC  
PC BOX 3469  
COPPELL TX 75019

CTRL# : 487 AA326046  
NAME : B BEARD  
LOAN# : 2903 0228

ALLEN D BIEHLER  
Secretary of Transportation

PA - carry on of the date of issue, the credit report of the Pennsylvania Department of Transportation reflects that no records of repossess or repossess award exists in the vehicle owner of the said vehicle

**D. APPLICATION FOR TITLE AND LIEN INFORMATION:**

SUBSCRIBED AND SWORN  
TO BEFORE ME: John D. Biehler 7-15-03

DEPOSITION OF PERSONAL ADVICE (PA) DATE: 7-15-03

The undersigned hereby certifies that the information contained in this form is true and accurate to the knowledge and after full disclosure of the facts.

1. IF THE PURCHASER WHO PURCHASED THE VEHICLE IS SOLD AND THE APPROPRIATE SECTIONS ON THE REVERSE SIDE OF THIS DOCUMENT ARE IF THE PURCHASER OTHER THAN YOUR SPOUSE IS LISTED AND YOU WANT THE TITLE TO BE LISTED AS "JOHN TENANTS WITH RIGHT OF SURVIVAL" (ON DEATH OF ONE OWNER, THIS GOES TO SURVIVING OWNER) CHECK HERE  OTHERWISE, THE TITLE WILL BE ISSUED AS "TENANTS IN COMMON" (ON DEATH OF ONE OWNER, INTEREST OF DESIGNATED OWNER GOES TO HIS/HER HEIRES OR ESTATE).

1ST LIEN DATE:  IF NO LIEN, CHECK   
1ST LIENHOLDER  
STREET  
CITY STATE ZIP

IF THIS IS AN ELT, CHECK HERE  FINANCIAL INSTITUTION NO: \_\_\_\_\_  
NOTE: FIN REQUIRED

2ND LIEN DATE:  IF NO LIEN, CHECK   
2ND LIENHOLDER  
STREET  
CITY STATE ZIP

IF THIS IS AN ELT, CHECK HERE  FINANCIAL INSTITUTION NO: \_\_\_\_\_  
NOTE: FIN REQUIRED

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

29195594

**EXHIBIT**

2

(TYPE OR PRINT) Certificate of Title must be submitted within 20 days, unless the purchaser is a registered dealer holding the vehicle for resale.

**WARNING - FEDERAL AND STATE LAWS REQUIRE THAT YOU STATE THE MILEAGE (ODOMETER READING) IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.**

## IMPORTANT NOTICE

Please be advised that in lieu of notarization on this form, verification of a person's signature by an issuing agent who is licensed as a vehicle dealer by the Pennsylvania State Board of Vehicle Manufacturers, Dealers and Salespersons, or its employee is acceptable. The signature and printed name of the issuing agent or the issuing agent's employee, date of verification, the issuing agent/licensed dealership's dealer identification number (DIN) and business name, must be listed in the space provided for notarization. Vehicle seller and purchaser must sign only in the presence of an officer empowered to administer oaths or an authorized agent as identified above.

**A. ASSIGNMENT OF TITLE** Registered dealers must complete forms MV27A or MV27B as required by law. If purchaser is NOT a registered dealer, Section D on the front of this form must be completed.

<p>I, <b>SELLER</b>, to the best of my knowledge that the odometer reading is <b>_____</b> miles and reflects the actual mileage of the vehicle, unless one of the following boxes is checked:</p> <p><input type="checkbox"/> Reflects the amount of mileage in excess of its mechanical limit. <input type="checkbox"/> Is NOT the actual mileage. <b>WARNING: Odometer discrepancy</b></p> <p>(We further certify that the vehicle is free of any encumbrance and that ownership is hereby transferred to the purchaser or the dealer if soed.)</p>	<p>PURCHASER OR FULL BUSINESS NAME _____</p> <p>CO-PURCHASER _____</p> <p>STREET ADDRESS _____</p> <p>CITY _____</p>		
	STATE _____	ZIP _____	PURCHASE PRICE OR DMV _____
SUBSCRIBED AND SWEORN TO BEFORE ME: _____	MO. _____	DAY _____	YEAR _____
SIGNATURE OF PERSON ADMINISTERING OATH		PURCHASER SIGNATURE	
SEAL		CO-PURCHASER SIGNATURE	

**B. RE-ASSIGNMENT OF TITLE BY REGISTERED DEALER**

<p>I, <b>SELLER</b>, to the best of my knowledge that the odometer reading is <b>_____</b> miles and reflects the actual mileage of the vehicle, unless one of the following boxes is checked:</p> <p><input type="checkbox"/> Reflects the amount of mileage in excess of its mechanical limit. <input type="checkbox"/> Is NOT the actual mileage. <b>WARNING: Odometer discrepancy</b></p> <p>(We further certify that the vehicle is free of any encumbrance and that ownership is hereby transferred to the purchaser or the dealer if soed.)</p>	<p>PURCHASER OR FULL BUSINESS NAME _____</p> <p>CO-PURCHASER _____</p> <p>STREET ADDRESS _____</p> <p>CITY _____</p>		
	STATE _____	ZIP _____	PURCHASE PRICE OR DMV _____
SUBSCRIBED AND SWEORN TO BEFORE ME: _____	MO. _____	DAY _____	YEAR _____
SIGNATURE OF PERSON ADMINISTERING OATH		PURCHASER SIGNATURE	
SEAL		CO-PURCHASER SIGNATURE	

**C. RE-ASSIGNMENT OF TITLE BY REGISTERED DEALER**

<p>I, <b>SELLER</b>, to the best of my knowledge that the odometer reading is <b>_____</b> miles and reflects the actual mileage of the vehicle, unless one of the following boxes is checked:</p> <p><input type="checkbox"/> Reflects the amount of mileage in excess of its mechanical limit. <input type="checkbox"/> Is NOT the actual mileage. <b>WARNING: Odometer discrepancy</b></p> <p>(We further certify that the vehicle is free of any encumbrance and that ownership is hereby transferred to the purchaser or the dealer if soed.)</p>	<p>PURCHASER OR FULL BUSINESS NAME _____</p> <p>CO-PURCHASER _____</p> <p>STREET ADDRESS _____</p> <p>CITY _____</p>		
	STATE _____	ZIP _____	PURCHASE PRICE OR DMV _____
SUBSCRIBED AND SWEORN TO BEFORE ME: _____	MO. _____	DAY _____	YEAR _____
SIGNATURE OF PERSON ADMINISTERING OATH		PURCHASER SIGNATURE	
SEAL		CO-PURCHASER SIGNATURE	

**C. CHECK HERE IF APPLICATION FOR DEALER TITLE AND COMPLETE SECTION D. TITLING FEES \$ \_\_\_\_\_**

MV4 (0904)

FAIR DEBT COLLECTION PRACTICES ACT 30 DAY NOTICE

By law, this law firm is required to advise you that unless within 30 days after receipt of this notice you dispute the validity of this debt or any portion thereof, the debt will be assumed to be valid by us. If said notification is sent to us in writing, we are required to provide you with verification of the debt. In the event within a 30-day period you request in writing the name of the original creditor, it will be provided to you if different from the current creditor. In the event that you dispute the debt and/or request the name of the original creditor in writing within the 30-day period, no further action will be taken to obtain a Judgment in the pending lawsuit until the verification and/or name of the original creditor has been provided to you.

This law firm is attempting to collect this debt for our client and any information obtained will be used for that purpose.

The above Notice is being given pursuant to the Fair Debt Collection Practices Act and is separate and distinct from the foregoing Complaint which must be responded to in conformity with the instructions therein. Because of the difference in time parameters, we will not move for Default Judgment for at least thirty (30) days from the date of service of this Complaint upon you, and if you request verification, we will not move for Default Judgment until a reasonable time after verification has been provided, and after the expiration of the thirty (30) day period from the date of service.

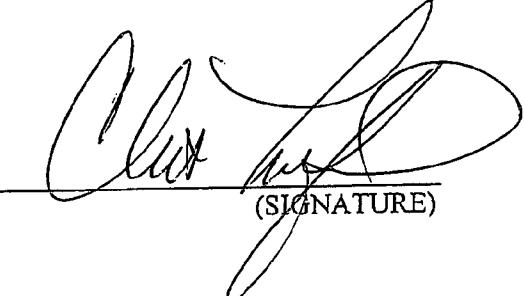
**EXHIBIT 3**

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 CHRIS LANFORD  
(NAME)

BUSINESS ANALYST of CITIFINANCIAL AUTO, plaintiff herein, that  
(TITLE) (COMPANY)

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

  
(SIGNATURE)

This law firm is a debt collector attempting to collect this debt for our client and any  
information obtained will be used for that purpose.

WWR# 06319292

**FILED**

APR 14 2008  
m (12-15/c)  
William A. Shaw  
Prothonotary/Clerk of Courts

I VENT TO SHERIFF  
W/REINSTATE FO  
complaint

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

CITIFINANCIAL AUTO

Plaintiff No. 07-1856-CD

vs. PRAECIPE TO REINSTATE COMPLAINT  
(As to Liann Beard, only)

BEVERLY J BEARD and  
LIANN BEARD

Defendants FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

James C. Warmbrodt, Esquire  
PA I.D. #42524  
WELTMAN, WEINBERG & REIS, CO., L.P.A.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#06319292

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

CITIFINANCIAL AUTO

Plaintiff

vs.

Civil Action No. 07-1856-CD

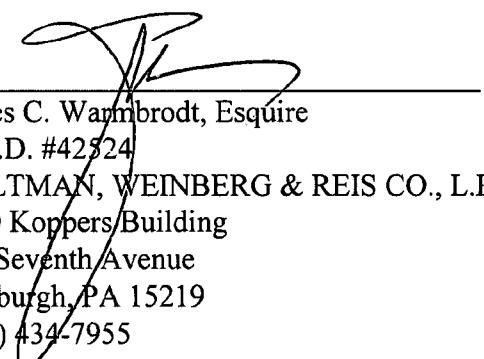
BEVERLY J BEARD and  
LIANN BEARD

Defendants

**PRAECIPE TO REINSTATE COMPLAINT**  
(As to Liann Beard, Only)

Kindly reinstate the Complaint in the above captioned matter.

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

By:   
James C. Warmbrodt, Esquire  
PA I.D. #42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR #06319292

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

CITIFINANCIAL AUTO

Plaintiff No. 07-1856-CJ

vs. COMPLAINT IN REPLEVIN

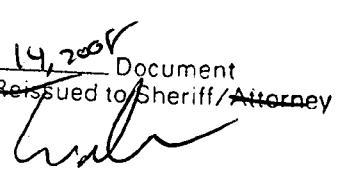
BEVERLY J BEARD and  
LIANN BEARD

Defendants FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

James C. Warmbrodt, Esquire  
PA I.D. #42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#06319292

April 14, 2008 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.  
  
Deputy Prothonotary

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

CITIFINANCIAL AUTO

Plaintiff

vs.

Civil Action No.

BEVERLY J BEARD and  
LIANN BEARD

Defendants

**COMPLAINT IN REPLEVIN 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. OF 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

COUNT I - REPLEVIN

1. Plaintiff is a corporation having offices at 7958 South Chester, Denver, Co. 80112.
2. Defendant, Beverly J. Beard, is an adult individual residing at 128 Blue Jay Drive, Rockton, PA. 15856.
3. Defendant, Liann Beard, is an adult individual residing at 216 North Street, Rockton, PA. 15856.
4. Plaintiff is the holder of a Retail Installment Contract (hereinafter the "Contract") and Security Agreement secured by a vehicle duly executed and delivered by Defendants in favor of Stoltz of Dubois on or about October 17, 2005. A true and correct copy of the Contract and Security Agreement is attached hereto, marked as Exhibit "1" and made a part hereof.
5. Pursuant to said Contract and Security Agreement, Defendants took possession of the vehicle more particularly identified in the Contract as a 2002 Jeep Liberty, Serial Number 1J4GL48K92W165929.
6. Stoltz of Dubois subsequently assigned its right, title and interest in said Installment Sale Contract and Security Agreement to Plaintiff.

7. Under the terms of the Contract, Defendants were to make Seventy-Two (72) consecutive monthly payments of \$386.86 beginning November 17, 2005.

8. The total principal amount due to Plaintiff pursuant to the Contract was \$18,677.25.

9. Plaintiff maintains a first lien on the aforesaid vehicle by virtue of the Certificate of Title issued by the Commonwealth of Pennsylvania Department of Transportation, a true and correct copy of the Certificate of Title is attached hereto, marked as Exhibit "2" and made a part hereof.

10. Defendants are in default of the terms and conditions of the Contract because Defendants have failed to make the required monthly payments since July 23, 2007.

11. Plaintiff is entitled to immediate possession of said vehicle which Plaintiff holds a security interest in and any proceeds of the vehicle, including insurance proceeds by virtue of Defendants' default.

12. Defendants have made partial payment under the Contract leaving an unpaid balance in the amount of \$17,740.13 as of September 06, 2007.

13. Plaintiff avers that the Contract provides for finance charges at the rate of 14.20% per annum.

14. Plaintiff avers that finance charges from September 06, 2007 to October 27, 2007 amount to \$351.98.

15. Plaintiff has performed all conditions precedent as holder of all right, title and interest in the collateral, but Defendants wrongfully remain in possession of the vehicle at the above-stated address.

16. By virtue of Defendants' default, Plaintiff has an immediate right to possession of the vehicle covered by the Security Agreement the value of which is \$9,275.00, plus continuing finance charges at the aforesaid rate of 14.20% per annum.

17. Under the terms of the Contract, Defendants have undertaken to pay to Plaintiff its reasonable attorneys' fees and costs of retaking possession of the collateral.

WHEREFORE, Plaintiff prays for Judgment against Defendants, Beverly J. Beard and Liann Beard, jointly and severally, in Count I of this Complaint In Replevin, as follows:

A. For possession of the vehicle, more particularly identified as a 2002 Jeep Liberty, Serial Number 1J4GL48K92W165929

COUNT II  
ACTION IN CONTRACT FOR IN PERSONAM DAMAGES

18. Plaintiff incorporates herein by reference thereto each of the preceding paragraphs of this Complaint in their entirety as if the same were more fully set forth herein.

19. In the alternative to Count I, Plaintiff pleads an action in contract as a result of Defendants' default for the accelerated balance due under the Contract in the amount of \$18,092.11, plus appropriate additional finance charges at the rate of 14.20% per annum on the balance due from October 27, 2007 and costs.

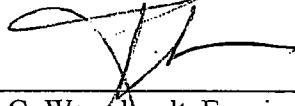
20. Under the terms of the Contract, Plaintiff is entitled to recover reasonable attorneys' fees and costs of retaking possession of the collateral.

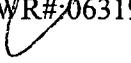
21. Plaintiff avers that such attorneys' fees amount to \$1,500.00 to date.

22. Contemporaneously hereunder, Defendants have been advised of his/her right to dispute the validity of this debt, or any part thereof, pursuant to the Fair Debt Collection Practices Act 30 Day Notice, attached hereto, marked Exhibit "3" and made a part hereof.

WHEREFORE, Plaintiff prays for the entry of Judgment on Count II against Defendants, jointly and severally, in the amount of \$18,092.11 plus continuing finance charges at the aforesaid rate of 14.20% per annum from October 27, 2007, expenses for retaking possession, attorneys fees of \$1,500.00 and costs.

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

  
\_\_\_\_\_  
James C. Warmbrodt, Esquire  
PA I.D. #42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

  
WWR# 06319292

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



## TERMS AND CONDITIONS

1. **PAYMENT:** You agree to make all payments when they are due. Accepting a late payment or late charge does not change Your payment schedule; You may prepay Your debt without penalty. This is a simple interest contract. Your final payment may be larger or smaller, depending on whether You make payments late or early. Your payment will be applied first to the earned and unpaid part of the Finance Charge, then to the unpaid Amount Financed and then to any other amounts due. The Finance Charge is earned by applying the Annual Percentage Rate divided by 365 to the unpaid Amount Financed for the number of days outstanding

108.31 AY 2108001

2. **ADDITIONAL CHARGES:** You agree to pay a late charge if any payment or part thereof is received by us more than 10 days after the scheduled due date. The late charge is shown on the front of this contract

3. **SECURITY AGREEMENT:** You give us a security interest in the Vehicle and all parts or other goods put on the Vehicle, all money or goods received for the Vehicle, and all insurance policies and service contracts financed by You in this contract, and any rebate or refunds which relate to those policies or contracts. This security agreement is to all amounts You owe in this contract.

4. **USE OF VEHICLE:** You agree to maintain the Vehicle in good condition and obey all laws; keep the Vehicle free from the claims of others; and obtain our written consent prior to transferring Your equity in the Vehicle, subleasing or renting the Vehicle, or taking the Vehicle outside the United States for more than thirty (30) days

DU 200201

11/11/03

5. **WARRANTIES:** If the Vehicle is for personal use and we, or the Vehicle's manufacturer, extend a written warranty or service contract covering the Vehicle within 90 days from the date of the contract, You get implied warranties of merchantability and fitness for a particular purpose covering the Vehicle; otherwise, You agree that there are no such implied warranties.

6. **INSURANCE:** You must insure Yourself and us against loss or damage to the Vehicle and provide us, proof that You have. We must approve the type and amount of insurance. Whether or not the Vehicle is insured, You must pay for it if it is lost, damaged or destroyed. You agree that we may endorse Your name upon any check or draft representing payment made by an insurance company for a loss related to the Vehicle.

7. **DEFRAUD:** You agree in this contract if You do not make a payment when it is due. You do not keep any promise in this contract. You file a bankruptcy petition or one is filed against You. Your Vehicle is seized by any local, state or federal authority. You provided information on the credit application which was not true and accurate; or You breach any promise, representation or warranty You have made in this contract.

NOTICE: 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.

The preceding NOTICE applies if the Vehicle is a used vehicle as shown on the front of this contract and if this contract is a contract of sale under the FTC Used Motor Vehicle Trade Regulation Rule.

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

The preceding NOTICE applies to goods or services obtained primarily for personal, family or household use.

## IMPORTANT ARBITRATION DISCLOSURES

The following Arbitration provisions significantly affect Your rights in any dispute with us. Please read this carefully before You sign the contract.

For purposes of the Arbitration provisions, the term "us" refers to the Buyer and Co-buyer, and Creditor and Creditor's successors and assigns.

1. If either of us chooses, a dispute between us will be decided by arbitration and not in court.

2. If a dispute is submitted, each of us will give up the right to a trial by a court or a jury trial.

3. You agree to give up any right You may have to bring a class-action lawsuit or class arbitration, or to participate in either as a claimant, and You agree to give up any right You may have to consolidate Your arbitration with the arbitration of others.

4. The information that can be obtained in discovery from each other or from third persons in an arbitration is generally more limited than in a lawsuit.

5. Other rights that each of us would have in court may not be available in arbitration.

Any claim or dispute, whether in contract, tort or otherwise (including any dispute over the interpretation, scope, or validity of this contract, the arbitration clause or the arbitrability of any issue), between us or Creditor's employees' agents' successors or assigns, which arises out of or relates to a credit application, this contract, or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract), shall, at the election of either of us (or the election of any such third party), be resolved by a neutral, binding arbitration and not by a court action. Whoever first demands arbitration may choose to proceed under the applicable rules of the American Arbitration Association, or its successor, which may be obtained by mail from the American Arbitration Association, Attn: Customer Service Department, 1717 Mission Ave., 10th Floor, NY, NY 10036, or on the Internet at <http://www.adr.org/>, or the applicable rules of JAMS or its successor, which may be obtained by mail from JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614 or on the Internet at <http://www.jamsadr.com>, or the applicable rules

of the National Arbitration Forum, or its successor, which may be obtained by mail from The Forum, P.O. Box 50191, Minneapolis, Minnesota 55405-0191, or on the Internet at <http://www.arbitration-forum.com>.

Whichever rules are chosen, the arbitrator shall be an attorney or retired judge and shall be selected in accordance with the applicable rules. The arbitrator shall apply the law in deciding the dispute. The arbitration award shall be issued without a written opinion. The arbitration hearing shall be conducted in the federal district in which You reside. If You demand arbitration first, You will pay the claimant's initial arbitration filing fees or case management fees required by the applicable rules up to \$125, and we will pay any additional initial filing fee or case management fee. We will pay the whole filing fee or case management fee if we demand arbitration first. We will pay the arbitration costs and fees for the first day of arbitration, up to a maximum of eight hours. The arbitrator shall decide who shall pay any additional costs and fees. Nothing in this paragraph shall prevent You from requesting that the applicable arbitration entity reduce or waive Your fees, or that we voluntarily pay an additional share of said fees, based upon Your financial circumstances or the nature of Your claim.

This contract evidences a transaction involving interstate commerce. Any arbitration under this contract shall be governed by the Federal Arbitration Act (9 USC 1, et seq). Judgment upon the award rendered may be entered in any court having jurisdiction.

Notwithstanding this provision, both You and Creditor and Creditor's successors and assigns retain the right to exercise self-help remedies and to seek provisional remedies from a court, pending final determination of the dispute by the arbitrator. Neither of us waives the right to arbitrate by exercising self-help remedies, filing suit, or seeking or obtaining provisional remedies. If any provision of this arbitration agreement is found to be unenforceable or invalid, that provision shall be stricken and the remaining provisions shall be given full effect as if the severed provision had not been included.

## PRIVACY POLICY OF DAIMLERCHRYSLER SERVICES NORTH AMERICA/CHRYSLER FINANCIAL/DCFS TRUST ("we," "us," and "our")

**Categories of Information We Collect**  
We collect nonpublic personal information about You from the following sources:

- Information we receive from You on applications and other forms
- Information about Your transactions with us, our affiliates, or others; and
- Information we receive from consumer reporting agencies and other outside sources.

**Categories of Information We Disclose**

We may disclose all of the information that we collect, as described above.

**Categories of Affiliates and Third Parties to Whom We Disclose Information About Current and Former Customers**

We may disclose all of the information that we collect, which relates to our transactions or experiences with You among our affiliated companies. Companies which are affiliated with us, include any company that controls us, any company we control, or any company under common control with us. In other words, it is any company that is in our family of companies.

We may disclose all of the information that we collect, as described above, to companies that perform marketing services for us, to other financial institutions with whom we have joint marketing agreements.

We may also disclose all of the information that we collect, as described above, with other nonaffiliated third parties as permitted by law.

**Opting Out of Disclosure**

Because we may disclose information to nonaffiliated third parties as permitted by law or through a joint marketing agreement, opt outs of such disclosures are not required.

**Polices and Practices to Protect the Confidentiality and Security of Nonpublic Personal Information**

We restrict access to nonpublic personal information about You to those employees, outside contractors, and businesses which jointly market our products and services, who need or may need to know that information to provide products or services to You. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to protect Your nonpublic personal information.

**Privacy Policy Changes and Future Disclosures**

We may from time to time change our Privacy Policy. Therefore, we reserve the right to disclose any and all information to our affiliates and other nonaffiliated third parties as permitted by law.

## ASSIGNMENT

In return for purchase of this Contract, the Seller sells to Assignee: the entire interest in this Contract; and authorizes Assignee to collect and discharge obligations of the Contract and its assignment.

Seller represents and warrants to Assignee that: (a) this Contract arose out of the sale of the disclosed Vehicle; (b) this Contract is legally enforceable against the Buyer; (c) the Buyer has the capacity to contract and paid all payment due; (d) the Buyer is purchasing the Vehicle for the Buyer's use; (e) the Contract contains an accurate representation of statements made by the Buyer; there is no inaccuracy or misrepresentation in any fact relating to the Vehicle was misrepresented; (h) all insurance documentation will be delivered by the Buyer within legal time limits; (i) there is no fact which invalidates or reduces the value of the Contract; (j) Buyer were provided notice required by law; (n) Seller will perform all warranty work that was agreed to with Buyer; and (n) the Seller is licensed as required by law.

Should any of the above representations and warranties prove to be false or incorrect in any respect, and without regard to Seller's knowledge or lack of knowledge, or Assignee's reliance, Seller unconditionally, and with waiver of all defenses, agrees to pay Assignee immediately on demand the full unpaid balance of this Contract, in principal, interest, costs, expenses, and attorney's fees.

Seller further agrees under all circumstances to indemnify, and to save and hold Assignee, and its parent and affiliates, and its and their officers, employees, agents and attorneys, harmless from any and all liability, costs, and expense (including without limitation, attorney's fees and court costs), resulting from the assertion of any claim, counter-claim, defense, or recoupment by Buyer with respect to the Vehicle, the purchase of the Vehicle, the compliance, content, compilation, and operation of this Contract, or in any way related thereto.

Seller agrees in the initial paragraph below, if none are initialed, the assignment is made on a "Full Repurchase Obligation" basis.

Without Recourse or Payment Obligation, except in the circumstances noted above.

Full Payment Obligation - Should Buyer default under this Contract at any time, Seller unconditionally, and with waiver of all defenses, agrees to pay to Assignee immediately on demand the full unpaid balance owing under this Contract, in principal, interest, costs, expenses, and attorney's fees.

Limited Payment Obligation - Should Buyer default under this Contract, Seller unconditionally, and with waiver of all defenses and rights of subrogation, agrees to pay Assignee immediately on demand the unpaid principal balance then owed under this Contract up to a maximum of \$ \_\_\_\_\_, together with all interest, costs, expenses, and attorney's fees that may be owed by Buyer.

Full Repurchase Obligation - Should Buyer default under this Contract at any time and Assignee obtains possession of the Vehicle by any means, Seller unconditionally, and with waiver of all defenses, agrees to purchase the Vehicle from Assignee at private sale for an amount equal to the full unpaid balance then owed under this Contract, in principal, interest, costs, expenses, and attorney's fees.

Limited Repurchase Obligation - Should Buyer default under this Contract during the first \_\_\_\_\_ months of the Contract term, and Assignee obtains possession of the Vehicle by any means, Seller unconditionally, and with waiver of all defenses, agrees to purchase the Vehicle from Assignee at private sale for an amount equal to the then unpaid balance under the Contract, in principal, interest, costs, expenses and attorney's fees.



(TYPE OR PRINT) Certificate of Title must be submitted within 20 days, unless the purchaser is a registered dealer holding the vehicle for resale.  
**WARNING - FEDERAL AND STATE LAWS REQUIRE THAT YOU STATE THE MILEAGE (ODOMETER READING) IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.**

## IMPORTANT NOTICE

Please be advised that in lieu of notarization on this form, verification of a person's signature by an issuing agent who is licensed as a vehicle dealer by the Pennsylvania State Board of Vehicle Manufacturers, Dealers and Salespersons, or its employee is acceptable. The signature and printed name of the issuing agent or the issuing agent's employee, date of verification, the issuing agent/licensed dealership's dealer identification number (DIN) and business name, must be listed in the space provided for notarization. Vehicle seller and purchaser must sign only in the presence of an officer empowered to administer oaths or an authorized agent as identified above.

**A. ASSIGNMENT OF TITLE** If registered dealer must complete forms MV27A or MV27B as required by law, if purchaser is NOT a registered dealer

<small>WV: certify, to the best of my knowledge, that the odometer reading is</small> <input checked="" type="checkbox"/> <small>✓ miles and reflects the actual mileage of the vehicle.</small> <small>unless one of the following boxes is checked:</small> <input type="checkbox"/> <small>Adjust the amount of mileage</small> <input type="checkbox"/> <small>✓ is NOT the actual mileage</small> <small>in excess of its mechanical limit.</small> <input type="checkbox"/> <small>WARNING: Odometer discrepancy</small> <small>WV: further certify that the vehicle is free of any encumbrance and that ownership is hereby</small> <small>transferred in the property of the dealer listed</small>		<small>PURCHASER OR FULL BUSINESS NAME</small> <small>CO-PURCHASER</small> <small>STREET ADDRESS</small> <small>CITY</small> <small>STATE ZIP PURCHASE PRICE OR DIN</small>
--	--	---

**SUBSCRIBED AND SWORN  
TO BEFORE ME:** MO. DAY YEAR PURCHASED SIGNATURE

<small>SEAL</small> <small>SIGNATURE OF PERSON ADMINISTERING OATH</small>	<small>PURCHASER AND/OR CO-PURCHASER MUST HANDPRINT NAME HERE</small> <small>CO-PURCHASED SIGNATURE</small> <small>SIGNATURE OF SELLER</small> <small>SIGNATURE OF CO-SELLER</small>
--	---

**B. RE-ASSIGNMENT OF TITLE BY REGISTERED DEALER** If purchaser listed in Block A is NOT a registered dealer Section D on the front of this form must be completed

<small>WV: certify, to the best of my knowledge, that the odometer reading is</small> <input checked="" type="checkbox"/> <small>✓ miles and reflects the actual mileage of the vehicle.</small> <small>unless one of the following boxes is checked:</small> <input type="checkbox"/> <small>Adjust the amount of mileage</small> <input type="checkbox"/> <small>✓ is NOT the actual mileage</small> <small>in excess of its mechanical limit.</small> <input type="checkbox"/> <small>WARNING: Odometer discrepancy</small> <small>WV: further certify that the vehicle is free of any encumbrance and that ownership is hereby</small> <small>transferred in the property of the dealer listed</small>		<small>PURCHASER OR FULL BUSINESS NAME</small> <small>CO-PURCHASER</small> <small>STREET ADDRESS</small> <small>CITY</small> <small>STATE ZIP PURCHASE PRICE OR DIN</small>
--	--	---

**SUBSCRIBED AND SWORN  
TO BEFORE ME:** MO. DAY YEAR PURCHASE SIGNATURE

<small>SEAL</small> <small>SIGNATURE OF PERSON ADMINISTERING OATH</small>	<small>PURCHASER AND/OR CO-PURCHASER MUST HANDPRINT NAME HERE</small> <small>CO-PURCHASED SIGNATURE</small> <small>SIGNATURE OF SELLER</small>
--	--

**C. RE-ASSIGNMENT OF TITLE BY REGISTERED DEALER** If purchaser is NOT a registered dealer Section D on the front of this form must be completed

<small>WV: certify, to the best of my knowledge, that the odometer reading is</small> <input checked="" type="checkbox"/> <small>✓ miles and reflects the actual mileage of the vehicle.</small> <small>unless one of the following boxes is checked:</small> <input type="checkbox"/> <small>Adjust the amount of mileage</small> <input type="checkbox"/> <small>✓ is NOT the actual mileage</small> <small>in excess of its mechanical limit.</small> <input type="checkbox"/> <small>WARNING: Odometer discrepancy</small> <small>WV: further certify that the vehicle is free of any encumbrance and that ownership is hereby</small> <small>transferred in the property of the dealer listed</small>		<small>PURCHASER OR FULL BUSINESS NAME</small> <small>CO-PURCHASER</small> <small>STREET ADDRESS</small> <small>CITY</small> <small>STATE ZIP PURCHASE PRICE OR DIN</small>
--	--	---

**SUBSCRIBED AND SWORN  
TO BEFORE ME:** MO. DAY YEAR PURCHASE SIGNATURE

<small>SEAL</small> <small>SIGNATURE OF PERSON ADMINISTERING OATH</small>	<small>PURCHASER AND/OR CO-PURCHASER MUST HANDPRINT NAME HERE</small> <small>CO-PURCHASED SIGNATURE</small> <small>SIGNATURE OF SELLER</small>
--	--

**C. CHECK HERE IF APPLICATION FOR DEALER TITLE AND COMPLETE SECTION D. TITLING FEES \$**

## FAIR DEBT COLLECTION PRACTICES ACT 30 DAY NOTICE

By law, this law firm is required to advise you that unless within 30 days after receipt of this notice you dispute the validity of this debt or any portion thereof, the debt will be assumed to be valid by us. If said notification is sent to us in writing, we are required to provide you with verification of the debt. In the event within a 30-day period you request in writing the name of the original creditor, it will be provided to you if different from the current creditor. In the event that you dispute the debt and/or request the name of the original creditor in writing within the 30-day period; no further action will be taken to obtain a Judgment in the pending lawsuit until the verification and/or name of the original creditor has been provided to you.

This law firm is attempting to collect this debt for our client and any information obtained will be used for that purpose.

The above Notice is being given pursuant to the Fair Debt Collection Practices Act and is separate and distinct from the foregoing Complaint which must be responded to in conformity with the instructions therein. Because of the difference in time parameters, we will not move for Default Judgment for at least thirty (30) days from the date of service of this Complaint upon you, and if you request verification, we will not move for Default Judgment until a reasonable time after verification has been provided, and after the expiration of the thirty (30) day period from the date of service.

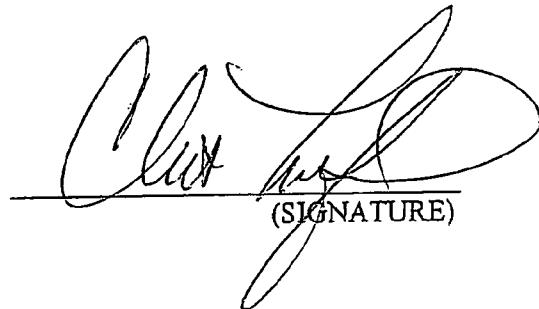
**EXHIBIT** 3

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 CHRIS LANFORD  
(NAME)

BUSINESS ANALYST of CITIFINANCIAL AUTO, plaintiff herein, that  
(TITLE) (COMPANY)

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

  
(SIGNATURE)

This law firm is a debt collector attempting to collect this debt for our client and any  
information obtained will be used for that purpose.

WWR# 06319242

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

CITIFINANCIAL AUTO

Plaintiff

vs.

Civil Action No. 07-1856-CD

BEVERLY J BEARD and  
LIANN BEARD

Defendants

NOTICE OF JUDGMENT OR ORDER

TO:  Plaintiff

Defendant BEVERLY J. BEARD (ONLY)

Garnishee

You are hereby notified that the following  
Order or Judgment was entered against  
you on April 14, 2008

Assumpsit Judgment as to Count I for possession of the vehicle  
more particularly identified as a 2002 Jeep Liberty, Serial Number  
1J4GL48K92W165929 and Assumpsit Judgment in the amount of  
\$20,648.11 on Count II 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-Pro

Confession

Default

Verdict

Arbitration

Award

Prothonotary,

By:

PROTHONOTARY (OR DEPUTY)

BEVERLY J BEARD  
128 BLUE JAY DRIVE  
ROCKTON, PA 15856

**FILED**

APR 14 2008

4/14/08/cw

William A. Shaw  
Prothonotary/Clerk of Courts

I sent to ~~Shaw~~

NOTICE

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

CITIFINANCIAL AUTO

Plaintiff No. 07-1856-CD

vs. PRAECIPE FOR DEFAULT JUDGMENT  
(As To Beverly J. Beard, Only)

BEVERLY J BEARD and  
LIANN BEARD

Defendants

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

James Warmbrodt, Esquire  
PA I.D. #42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#06319292  
Judgment Amount \$ 20,648.11 & POSS

THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY  
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

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

CITIFINANCIAL AUTO

Plaintiff

vs.

Civil Action No. 07-1856-CD

BEVERLY J BEARD and  
LIANN BEARD

Defendants

**PRAECIPE FOR DEFAULT JUDGMENT**  
(As To Beverly J. Beard, Only)

TO THE PROTHONOTARY:

**COUNT I**

Kindly enter Judgment against the Defendant, Beverly J. Beard, above named, in the default of an Answer as follows:

For possession of the vehicle, more particularly identified as a 2002 Jeep Liberty, Serial Number 1J4GL48K92W165929.

**COUNT II**

Kindly enter Judgment against the Defendant, Beverly J. Beard, above named, in the default of an Answer, in the amount of \$20,648.11 as follows:

Amount claimed in Complaint	\$18,092.11
Interest from October 27, 2007 to March 25, 2008 at the contract interest rate of 14.20% per annum	\$1,056.00
Attorneys' fees	\$1,500.00
<b>TOTAL</b>	<b>\$20,648.11</b>

I hereby certify that appropriate Notices of Default, as attached have been mailed in accordance with PA R.C.P. 237.1 on the dates indicated on the Notices.

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

By: 

James Warmbrodt, Esquire

PA I.D. #42524

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

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#06819292

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 1400 Koppers Building, 436 7<sup>th</sup> Avenue, Pittsburgh, PA 15219  
And that the last known address of the Defendant is: 128 BLUE JAY DRIVE., ROCKTON, PA 15856

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

CITIFINANCIAL AUTO

Plaintiff

07-1856-CD

BEVERLY J BEARD and  
LIANN BEARD

Defendants

**IMPORTANT NOTICE ON COMPLAINT IN REPLEVIN**

TO:

BEVERLY J BEARD  
128 BLUE JAY DRIVE  
ROCKTON, PA 15856

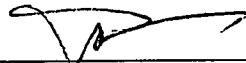
Date of Notice: 03/10/08

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

**CLEARFIELD COUNTY**

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

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

By: 

James C. Warmbrodt, Esquire

PA I.D. #42524

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

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR #06319292

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

CITIFINANCIAL AUTO

Case no: 07-1856-CD

Plaintiff  
vs.  
NON-MILITARY AFFIDAVIT

BEVERLY J BEARD and  
LIANN BEARD

Defendants

The undersigned, who first being duly sworn, according to law, deposes and states as follows:

That he/she is the duly authorized agent of the Plaintiff in the  
within matter.

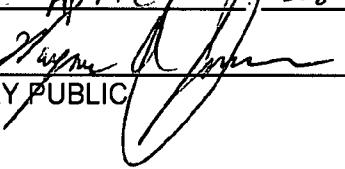
Affiant further states that the within Affidavit is made pursuant to and in accordance with the  
Servicemembers' Civil Relief Act (SCRA), 50 U.S.C. App. § 521.

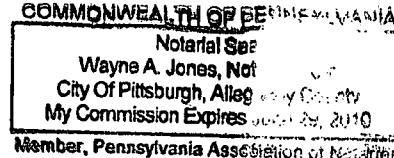
Affiant further states that based upon investigation it is the affiant's belief that the Defendant,  
BEVERLY J BEARD and  
LIANN BEARD is not in the military service.

Affiant further states that this belief is supported by the attached certificate from the Defense  
Manpower Data Center (DMDC), which states that the Defendant, BEVERLY J BEARD and  
LIANN BEARD is not in the military service.

Further Affiant sayeth naught.

  
\_\_\_\_\_  
AFFIANT  
SWORN TO AND SUBSCRIBED in my presence this 4 day  
of April 2008.

  
\_\_\_\_\_  
NOTARY PUBLIC



This law firm is a debt collector attempting to collect this debt for our client and any information obtained  
will be used for that purpose.

Department of Defense Manpower Data Center

MAR-25-2008 08:40:45



Military Status Report  
Pursuant to the Servicemembers Civil Relief Act

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

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

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

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

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

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

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

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

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

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

*Report ID: XGSIFMXQWT*

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

CITIFINANCIAL AUTO

Plaintiff No. 07-1856-CD

vs.

PRAECIPE TO SETTLE, DISCONTINUE  
AND END WITHOUT PREJUDICE TO REFILE  
(As to Liann Beard, Only)

BEVERLY J BEARD and  
LIANN BEARD

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 Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#06319292

FILED 1st Party  
m 11:12am Woodman  
JUN 04 2008  
WM  
William A. Shaw  
Prothonotary/Clerk of Courts

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

CITIFINANCIAL AUTO

Plaintiff

vs.

Civil Action No. 07-1856-CD

BEVERLY J BEARD and  
LIANN BEARD

Defendants

PRAECIPE TO SETTLE, DISCONTINUE  
AND END WITHOUT PREJUDICE TO REFILE  
(As to Liann Beard, Only)

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

SIR:

Settle, Discontinue and End the above-captioned matter upon the records of the Court without  
prejudice to refile and mark the costs paid.

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

By: Patrick Thomas Wozniak  
Attorney for Plaintiff  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#06319292

SWORN TO AND SUBSCRIBED

before me this 30 day

of May 2008

Wayne A. Jones  
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Wayne A. Jones, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires June 29, 2010  
Member, Pennsylvania Association of Notaries

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

CITIFINANCIAL AUTO

Plaintiff

No. 07-1856-CD

vs.

PRAEICE FOR SATISFACTION OF  
JUDGMENT AS TO COUNT I,  
POSSESSION ONLY  
(As To Beverly J. Beard, Only)

BEVERLY J BEARD and  
LIANN BEARD

Defendants

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

James Warmbrodt, Esquire  
PA I.D. #42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#06319292

FILED <sup>ICC</sup>  
M 10 2008 Atty Warmbrodt  
JUL 07 2008  
William A. Shaw Atty pd. \$7.00  
Prothonotary/Clerk of Courts  
(610)

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

CITIFINANCIAL AUTO

Plaintiff

vs.

Civil Action No. 07-1856-CD

BEVERLY J BEARD and  
LIANN BEARD

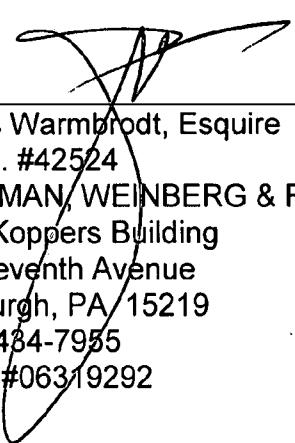
Defendants

**PRAECIPE FOR SATISFACTION OF JUDGMENT AS TO COUNT I, POSSESSION ONLY**

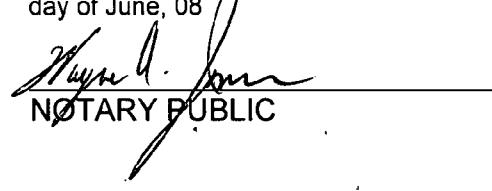
**(As To Beverly J. Beard, Only)**

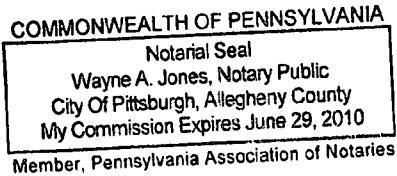
At the request of the undersigned attorneys for the Plaintiff, you are directed to satisfy the above-captioned  
Judgment.

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

By:   
James Warmbrodt, Esquire  
PA I.D. #42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 484-7955  
WWR #06319292

Sworn to and subscribed  
before me this 20  
day of June, 08

  
NOTARY PUBLIC



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104041  
NO: 07-1856-CD  
SERVICE # 1 OF 1  
COMPLAINT IN REPLEVIN & PRAECIPE

PLAINTIFF: CITIFINANCIAL AUTO  
VS.  
DEFENDANT: BEVERLY J. BEARD and LIANN BEARD

**SHERIFF RETURN**

NOW, April 21, 2008 AT 3:25 PM SERVED THE WITHIN COMPLAINT IN REPLEVIN & PRAECIPE ON LIANN BEARD DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LIANN BEARD, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN REPLEVIN & PRAECIPE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HAWKINS /

**FILED**

03:30 pm  
JUL 25 2008

William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8671826	10.00
SHERIFF HAWKINS	WELTMAN	8671826	23.13

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2008

So Answers,

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