

07-2113-CD

GMAC LLC vs Tracie Marshall

**FILED**

DEC 26 2007

m 12:05/4

William A. Shaw  
Prothonotary/Clerk of Courts

1 CENT. TO SHAW

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

GMAC, LLC

Plaintiff

vs.

TRACIE MARSHALL

Defendant

No. 2007-2113-CD

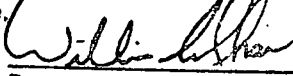
COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF  
Plaintiff

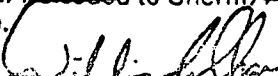
COUNSEL OF RECORD OF  
THIS PARTY:

William T. Molczan, Esquire  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#06354138

Oct 13, 2008 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

  
Deputy Prothonotary GK

8/10/09 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

  
Deputy Prothonotary GK

IN THE COURT OF COMMON PLEAS **Error! Reference source not found.** COUNTY,  
PENNSYLVANIA  
CIVIL DIVISION

GMAC, LLC

Plaintiff

No.

vs.

TRACIE MARSHALL

Defendant

**COMPLAINT IN CIVIL ACTION AND NOTICE TO DEFEND**

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

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

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

## COMPLAINT

1. Plaintiff is a corporation with offices at 5700 CROOKS RD STE 301 TROY, MI 48098-0000.
2. Defendant is an adult individual residing at 440 LYTLER ROAD GLEN RICHEY, PA 16837.
3. On or about JULY 29, 2006, the parties entered into a written Closed-End Lease Agreement (hereinafter referred to as the "Agreement") for the lease of a 2006 CHEVROLET SILVERADO, more particularly identified in the Agreement, a true and correct copy of which is attached hereto, marked as Exhibit "1" and made a part hereof.
4. By the terms of the Agreement, Defendant was to make 60 (monthly) payments of \$491.39, commencing AUGUST 29, 2006, and to pay certain license fees due at the inception of the lease and during the lease term.
5. The terms of said Agreement provide for termination upon satisfaction by Defendant of all obligations provided thereunder and upon the return of the vehicle by Defendant to Plaintiff at the end of the lease term, which term would end 60 (monthly) months after it commenced.
6. Plaintiff avers that Defendant defaulted under the terms of the Lease Agreement by failing to make payment to Plaintiff as promised.

7. Due to the Defendant's default under the Agreement, Plaintiff exercised its right to terminate the Lease.

8. After calculating the early termination charges due Plaintiff pursuant to the terms of the Lease, Plaintiff avers that a balance of \$9,314.29 is due from Defendant.

9. Plaintiff avers that the Agreement between the parties provides that Defendant will pay Plaintiff's attorneys' fees.

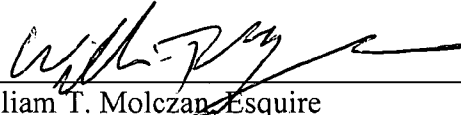
10. Plaintiff avers that such attorneys' fees will amount to \$1500.

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

WHEREFORE, Plaintiff demands Judgment in its favor and against Defendant, TRACIE MARSHALL, individually, in the amount of \$9,314.29 with continuing interest thereon at the legal rate 6.00% plus attorneys' fees of \$1500 and costs.

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

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



William T. Molczan Esquire

PA I.D. #47437

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

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#06354138

# RETAIL INSTALMENT

GMAC FLEXIBLE

Dealer Number

CONTV 023423424

R 001. 00000699508 /00010 FILE  
001/8558/00039 PFOLD 3GCEK14V16G158380

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

TRACIE MARSHALL  
440 LYTLE RD  
GLEN RICHEY PA 16837  
CLEARFIELD

CENTURY III CHEVROLET, INC.  
2430 LEBANON CHURCH ROAD  
WEST MIFFLIN, PA 15122

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

| New or Used | Year | Make and Model      | Vehicle Identification No. | Primary Use for Which Purchased  |
|-------------|------|---------------------|----------------------------|--|
| NEW         | 2006 | CHEVROLET SILVERADO | 3GCEK14V16G158380          | <input checked="" type="checkbox"/> personal, family, or household <input type="checkbox"/> agricultural<br><input type="checkbox"/> business <input type="checkbox"/> |

Your trade-in is a: Year 2002 Make DODGE Model NEON

## FEDERAL TRUTH-IN-LENDING DISCLOSURES

| ANNUAL PERCENTAGE RATE                             | FINANCE CHARGE  | Amount Financed  | Total of Payments   | Total Sale Price  |
|--|---|--|---|---|
| The cost of your credit as a yearly rate.<br>8.90% | The dollar amount the credit will cost you.<br>\$ 5755.89 | The amount of credit provided to you or on your behalf.<br>\$ 23727.51 | The amount you will have paid after you have made all payments as scheduled.<br>\$ 29483.40 | The total cost of your purchase on credit, including your downpayment of \$ 465.41<br>\$ 29948.81 |

## Your Payment Schedule Will Be:

| Number of Payments | Amount of Payments | When Payments Are Due      | Or as Follows |
|--------------------|--------------------|----------------------------|---------------|
| 60                 | \$ 491.39          | Monthly beginning 06/29/06 |               |

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

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

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

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

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

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

## Check the insurance you want and sign below:

**Optional Credit Insurance.**  
☐ Credit Life ☐ Buyer ☐ Co-Buyer  
Term \_\_\_\_\_  
☐ Credit Disability (Buyer Only)  
Term \_\_\_\_\_  
**EXHIBIT** N/A  
Credit Life \$ \_\_\_\_\_ N/A  
Credit Disability \$ \_\_\_\_\_

(Insurance Company)

(Home Office Address)

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

N/A Other Insurance. N/A

☐ \_\_\_\_\_ Type of Insurance \_\_\_\_\_ Term \_\_\_\_\_

Premium \$ \_\_\_\_\_  
N/A

N/A (Insurance Company)

## ITEMIZATION OF AMOUNT FINANCED

- Cash price (including any accessories, services, and taxes) \$ 23026.95 (1)
- Total downpayment = (If negative enter "0" and see line 4H below)
 

|                    |          |                     |            |
|--------------------|----------|---------------------|------------|
| Gross trade-in \$  | 6000.00  | payoff by seller \$ | 8534.59    |
| = net trade-in \$  | -2534.59 | + cash \$           | 3000.00    |
| + other (describe) |          | \$                  | N/A        |
|                    |          | \$                  | 465.41 (2) |
- Unpaid balance of cash price (1 minus 2) \$ 22561.54 (3)
- Other charges including amounts paid to others on your behalf (Seller may keep part of these amounts.):
  - Cost of optional credit insurance paid to the insurance company or companies
 

|            |    |     |
|------------|----|-----|
| Life       | \$ | N/A |
| Disability | \$ | N/A |
  - Other insurance paid to the insurance company (describe) \$ N/A
  - Official fees paid to government agencies \$ N/A
  - Government taxes not included in cash price \$ 1024.97
  - Government license and/or registration fees \$ 58.50
  - Government certificate of title fees (includes \$ 5.00 security interest recording fee) \$ 27.50
  - Other charges (Seller must identify who is paid and describe purpose.)

|   |     |    |                         |
|---|-----|----|-------------------------|
| 4 Net trade-in payoff to                                      | N/H | \$ | N/A                     |
| Total other charges and amounts paid to others on your behalf |     | \$ | 1165.97 <sup>(4)</sup>  |
| 5 Amount financed (3 + 4)                                     |     | \$ | 23727.51 <sup>(5)</sup> |
| 6 Finance charge  |     | \$ | 5755.89 <sup>(6)</sup>  |
| 7 Total of payments - time balance (5 + 6)                    |     | \$ | 29483.40 <sup>(7)</sup> |

Co-Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

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

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

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

Buyer Signs Gracie Marshall

Co-Buyer Signs X

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

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

See back for other important agreements.

Do not sign this contract on a Sunday.

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

### Notice to Buyer.

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

Buyer Signs Gracie Marshall

Date 07/29/06

Co-Buyer Signs X

Date

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

Buyer Signs Gracie Marshall

Date 07/29/06

Co-Buyer Signs X

Date

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

Other owner signs here X

Date 07/29/06

Address

Creditor Signs CENTURY III CHEVROLET, I Date 07/29/06

By X

Title

BUS MGR

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

Assigned with recourse

Assigned without recourse or with limited recourse

CENTURY III CHEVROLET

BUS MGR

Seller

By

Title

Seller

By

Title

Z109 FR-PA 3/2005 (For Use in the State of Pennsylvania) (1 of 4)

Notice: See Other Side

Copyright 2004 General Motors Acceptance Corporation. All Rights Reserved.

ORIGINAL

**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.**



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 Dawn S. Robinson  
(NAME)

Attorney Administrator of Amac LLC, plaintiff herein, that  
(TITLE) (COMPANY)

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

Dawn S. Robinson  
(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#06354138

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

Service # 1 of 1 Services

Sheriff Docket # **103598**

GMAC, LLC

Case # <sup>2113</sup>  
07-2013-CD

vs.

TRACIE MARSHALL

TYPE OF SERVICE COMPLAINT

## SHERIFF RETURNS

NOW May 05, 2008 RETURNED THE WITHIN COMPLAINT "NOT SERVED, TIME EXPIRED" AS TO TRACIE MARSHALL, DEFENDANT. ATTEMPTED, NO RESPONSE

SERVED BY: /

## Return Costs

| PURPOSE         | VENDOR  | CHECK # | AMOUNT |
|-----------------|---------|---------|--------|
| SURCHARGE       | WELTMAN | 8619260 | 10.00  |
| SHERIFF HAWKINS | WELTMAN | 8619260 | 28.14  |

**FILED**

0/3:15 LM  
MAY 05 2008

William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before me This

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

So Answers,

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

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

DEC 26 2007

Attest.

*William T. Molczan*  
Prothonotary/  
Clerk of Courts

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

GMAC, LLC

Plaintiff

vs.

TRACIE MARSHALL

Defendant

No. <sup>2113</sup> 2007-~~2013~~-CB

COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

William T. Molczan, Esquire  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#06354138

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CIVIL DIVISION

GMAC, LLC

Plaintiff

No.

vs.

TRACIE MARSHALL

Defendant

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CLEARFIELD COUNTY COURTHOUSE  
230 E. MARKET ST., SUITE 228  
CLEARFIELD, PA 16830  
(814) 765-2641, EXT. 1300-1301

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2. Defendant is an adult individual residing at 440 LYTTLE ROAD GLEN RICHEY, PA  
16837.
3. On or about JULY 29, 2006, the parties entered into a written Closed-End Lease Agreement (hereinafter referred to as the "Agreement") for the lease of a 2006 CHEVROLET SILVERADO, more particularly identified in the Agreement, a true and correct copy of which is attached hereto, marked as Exhibit "1" and made a part hereof.
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5. The terms of said Agreement provide for termination upon satisfaction by Defendant of all obligations provided thereunder and upon the return of the vehicle by Defendant to Plaintiff at the end of the lease term, which term would end 60 (monthly) months after it commenced.
6. Plaintiff avers that Defendant defaulted under the terms of the Lease Agreement by failing to make payment to Plaintiff as promised.

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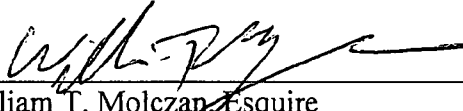
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**THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.**

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



William T. Molczan, Esquire

PA I.D. #47437

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

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#06354138

# RETAIL INSTALMEI

GMAC FLEXIBL

Dealer Number

CONTV 023423424

R 001. 00000699508 /00010 FILE  
001/8558/00039 PFOLD 3GCEK14V16G158380

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

TRACIE MARSHALL  
440 LYTLE RD  
GLEN RICHEY PA 16837  
CLIFARFIELD

CENTURY III CHEVROLET, INC.  
2430 LEBANON CHURCH ROAD  
WEST MIFFLIN, PA 15122

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

| New or Used | Year | Make and Model      | Vehicle Identification No. | Primary Use for Which Purchased  |
|-------------|------|---------------------|----------------------------|--|
| NEW         | 2006 | CHEVROLET SILVERADO | 3GCEK14V16G158380          | <input checked="" type="checkbox"/> personal, family, or household <input type="checkbox"/> agricultural<br><input type="checkbox"/> business <input type="checkbox"/> |

Your trade-in is a: Year 2002 Make DODGE Model NEON

## FEDERAL TRUTH-IN-LENDING DISCLOSURES

| ANNUAL PERCENTAGE RATE                             | FINANCE CHARGE  | Amount Financed  | Total of Payments   | Total Sale Price  |
|--|---|--|---|---|
| The cost of your credit as a yearly rate.<br>8.90% | The dollar amount the credit will cost you.<br>\$ 5755.89 | The amount of credit provided to you or on your behalf.<br>\$ 23727.51 | The amount you will have paid after you have made all payments as scheduled.<br>\$ 29483.40 | The total cost of your purchase on credit, including your downpayment of \$ 465.41<br>\$ 25548.81 |

## Your Payment Schedule Will Be:

| Number of Payments | Amount of Payments | When Payments Are Due      | Or as Follows |
|--------------------|--------------------|----------------------------|---------------|
| 60                 | \$ 491.39          | Monthly beginning 08/29/06 |               |

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

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

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

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

## ITEMIZATION OF AMOUNT FINANCED

|   |                             |
|---|-----------------------------|
| 1 Cash price (including any accessories, services, and taxes)   | \$ 23026.95 (1)             |
| 2 Total downpayment = (If negative enter "0" and see line 4H below)                                       |                             |
| Gross trade-in \$ 6000.00   | payoff by seller \$ 8534.59 |
| = net trade-in \$ -2534.59  | + cash \$ 3000.00           |
| + other (describe)  | \$ N/A                      |
|   | \$ 465.41 (2)               |
| 3 Unpaid balance of cash price (1 minus 2)  | \$ 22561.54 (3)             |
| 4 Other charges including amounts paid to others on your behalf (Seller may keep part of these amounts.): |                             |
| A Cost of optional credit insurance paid to the insurance company or companies                            |                             |
| Life \$ N/A   |                             |
| Disability \$ N/A   | \$ N/A                      |
| B Other insurance paid to the insurance company (describe)  | \$ N/A                      |
| C Official fees paid to government agencies   | \$ N/A                      |
| D Government taxes not included in cash price   | \$ 1024.97                  |
| E Government license and/or registration fees   | \$ 58.50                    |
| F Government certificate of title fees (includes \$ 5.00 security interest recording fee)                 | \$ 27.50                    |
| G Other charges (Seller must identify who is paid and describe purpose.)                                  |                             |

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

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

## Check the insurance you want and sign below:

**Optional Credit Insurance.**  
☐ Credit Life ☐ Buyer ☐ Co-Buyer  
Term \_\_\_\_\_

☐ Credit Disability (Buyer Only)  
Term \_\_\_\_\_

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

(Insurance Company)

(Home Office Address)

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

N/A Other Insurance. N/A

☐ \_\_\_\_\_ Type of Insurance \_\_\_\_\_ Term \_\_\_\_\_

Premium \$ N/A

N/A (Insurance Company)



|   |    |                         |
|---|----|-------------------------|
| 1 Net trade-in payment to                                     | \$ |                         |
| Total other charges and amounts paid to others on your behalf | \$ | 1165.97 <sup>(4)</sup>  |
| 5 Amount financed (3 + 4)                                     | \$ | 23721.51 <sup>(5)</sup> |
| 6 Finance charge  | \$ | 5755.89 <sup>(6)</sup>  |
| 7 Total of payments - time balance (5 + 6)                    | \$ | 29483.40 <sup>(7)</sup> |

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

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

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

Buyer Signs Trace Marshall

Co-Buyer Signs X

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

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

See back for other important agreements.

Do not sign this contract on a Sunday.

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

### Notice to Buyer.

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

Buyer Signs Trace Marshall

Date 07/29/06

Co-Buyer Signs X

Date

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

Buyer Signs Trace Marshall

Date

Co-Buyer Signs X

Date

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

Other owner signs here X

Date 07/29/06

Address

Creditor Signs CENTURY III CHEVROLET, I

Date 07/29/06

By X

Title

BUS MGR

Seller assigns its interest in this contract to: ☒ General Motors Acceptance Corporation (GMAC)

☐ GMACAB

☐ Nuvel Credit Corporation,

Assigned with recourse

Assigned without recourse or with limited recourse

CENTURY III CHEVROLET

BUS MGR

Seller

By

Title

Seller

By

Title

Z109 FR-PA 3/2005 (For Use in the State of Pennsylvania) (1 of 4)

Notice: See Other Side

Copyright 2004 General Motors Acceptance Corporation. All Rights Reserved.

ORIGINAL

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES THAT 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.**

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 Dawn S. Robinson  
(NAME)

Attorney Administrator of GMAE LLC, plaintiff herein, that  
(TITLE) (COMPANY)

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

Dawn S. Robinson  
(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#06354138

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

GMAC, LLC

Plaintiff

vs.

TRACIE MARSHALL

Defendant

No. 2007-~~2113~~CD

PRAECIPE TO REINSTATE COMPLAINT

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

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

WWR#06354138

FILED *Any pd.*  
*m/9:59/52* 7.00  
5 OCT 13 2008 *ICC-1 Complaint*  
William A. Shaw *Reinstated to*  
Prothonotary/Clerk of Courts *Sheriff*

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

GMAC, LLC

Plaintiff

vs.

Civil Action No. 2007-2013-CD


TRACIE MARSHALL

Defendant

**PRAECIPE TO REINSTATE COMPLAINT**

Kindly reinstate the Complaint in the above captioned matter.

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

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

WWR #06354138

DEC 26 2007

William A. Shaw  
Prothonotary/Clerk of CourtsIN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

GMAC, LLC

Plaintiff

vs.

TRACIE MARSHALL

Defendant

No. 2007-2113-CD

COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF  
PlaintiffCOUNSEL OF RECORD OF  
THIS PARTY:William T. Molczan, Esquire  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#06354138

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

GMAC, LLC

Plaintiff

vs.

TRACIE MARSHALL

Defendant

No.

COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

William T. Molczan, Esquire  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#06354138

IN THE COURT OF COMMON PLEAS **Error! Reference source not found.** COUNTY,  
PENNSYLVANIA  
CIVIL DIVISION

GMAC, LLC

Plaintiff

No.

vs.

TRACIE MARSHALL

Defendant

**COMPLAINT IN CIVIL ACTION AND NOTICE TO DEFEND**

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

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

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

## COMPLAINT

1. Plaintiff is a corporation with offices at 5700 CROOKS RD STE 301 TROY, MI 48098-0000.
2. Defendant is an adult individual residing at 440 LYTLE ROAD GLEN RICHEY, PA 16837.
3. On or about JULY 29, 2006, the parties entered into a written Closed-End Lease Agreement (hereinafter referred to as the "Agreement") for the lease of a 2006 CHEVROLET SILVERADO, more particularly identified in the Agreement, a true and correct copy of which is attached hereto, marked as Exhibit "1" and made a part hereof.
4. By the terms of the Agreement, Defendant was to make 60 (monthly) payments of \$491.39, commencing AUGUST 29, 2006, and to pay certain license fees due at the inception of the lease and during the lease term.
5. The terms of said Agreement provide for termination upon satisfaction by Defendant of all obligations provided thereunder and upon the return of the vehicle by Defendant to Plaintiff at the end of the lease term, which term would end 60 (monthly) months after it commenced.
6. Plaintiff avers that Defendant defaulted under the terms of the Lease Agreement by failing to make payment to Plaintiff as promised.



7. Due to the Defendant's default under the Agreement, Plaintiff exercised its right to terminate the Lease.

8. After calculating the early termination charges due Plaintiff pursuant to the terms of the Lease, Plaintiff avers that a balance of \$9,314.29 is due from Defendant.

9. Plaintiff avers that the Agreement between the parties provides that Defendant will pay Plaintiff's attorneys' fees.

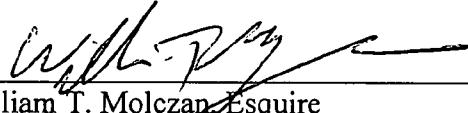
10. Plaintiff avers that such attorneys' fees will amount to \$1500.

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

WHEREFORE, Plaintiff demands Judgment in its favor and against Defendant, TRACIE MARSHALL, individually, in the amount of \$9,314.29 with continuing interest thereon at the legal rate 6.00% plus attorneys' fees of \$1500 and costs.

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

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



William T. Molczan Esquire

PA I.D. #47437

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

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#06354138

# RETAIL INSTALMEI

GMAC FLEXIBL

Dealer Number

CONTV 023423424

R 001. 00000699508 /00010 FILE

001/8558/00039

PFOLD 3GCEK14V16G158380

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

TRACIE MARSHALL

440 LYTLE RD

GLEN RICHEY PA 16837

CLEARFIELD

CENTURY III CHEVROLET, INC.

2430 LEBANON CHURCH ROAD

WEST MIFFLIN, PA

15122

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

| New or Used | Year | Make and Model      | Vehicle Identification No. | Primary Use for Which Purchased  |
|-------------|------|---------------------|----------------------------|--|
| NEW         | 2006 | CHEVROLET SILVERADO | 3GCEK14V16G158380          | <input checked="" type="checkbox"/> personal, family, or household <input type="checkbox"/> agricultural<br><input type="checkbox"/> business <input type="checkbox"/> |

Your trade-in is a: Year 2002 Make DODGE Model NEON

## FEDERAL TRUTH-IN-LENDING DISCLOSURES

| ANNUAL PERCENTAGE RATE                    | FINANCE CHARGE                              | Amount Financed   | Total of Payments  | Total Sale Price  |
|---|---|---|--|---|
| The cost of your credit as a yearly rate. | The dollar amount the credit will cost you. | The amount of credit provided to you or on your behalf. | The amount you will have paid after you have made all payments as scheduled. | The total cost of your purchase on credit, including your downpayment |
| 8.90%                                     | \$ 5755.89                                  | \$ 23727.51   | \$ 29483.40  | \$ 25946.81   |

### Your Payment Schedule Will Be:

| Number of Payments | Amount of Payments | When Payments Are Due      | Or as Follows |
|--------------------|--------------------|----------------------------|---------------|
| 60                 | \$ 491.39          | Monthly beginning 08/29/06 |               |

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

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

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

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

### ITEMIZATION OF AMOUNT FINANCED

- Cash price (including any accessories, services, and taxes) \$ 23026.95 (1)
- Total downpayment = (If negative enter "0" and see line 4H below)
 

|                    |          |                     |            |
|--------------------|----------|---------------------|------------|
| Gross trade-in \$  | 6000.00  | payoff by seller \$ | 8534.59    |
| = net trade-in \$  | -2534.59 | + cash \$           | 3000.00    |
| + other (describe) |          | \$                  | N/A        |
|                    |          | \$                  | 465.41 (2) |
- Unpaid balance of cash price (1 minus 2) \$ 22561.54 (3)
- Other charges including amounts paid to others on your behalf (Seller may keep part of these amounts.):
 

|   |            |
|---|------------|
| A Cost of optional credit insurance paid to the insurance company or companies            |            |
| Life  | \$ N/A     |
| Disability  | \$ N/A     |
| B Other insurance paid to the insurance company (describe)                                | \$ N/A     |
| C Official fees paid to government agencies   | \$ N/A     |
| D Government taxes not included in cash price   | \$ 1024.97 |
| E Government license and/or registration fees   | \$ 58.50   |
| F Government certificate of title fees (includes \$ 5.00 security interest recording fee) | \$ 27.50   |
| G Other charges (Seller must identify who is paid and describe purpose.)                  |            |

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

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

### Check the insurance you want and sign below:

#### Optional Credit Insurance.

☐ Credit Life ☐ Buyer ☐ Co-Buyer  
Term \_\_\_\_\_

☐ Credit Disability (Buyer Only)  
Term \_\_\_\_\_

**EXHIBIT** N/A

Credit Life \$ N/A

Credit Disability \$ N/A

(Insurance Company)

(Home Office Address)

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

N/A Other Insurance. N/A

☐ \_\_\_\_\_ Type of Insurance \_\_\_\_\_ Term \_\_\_\_\_

Premium \$ N/A

N/A (Insurance Company)

|   |    |                         |
|---|----|-------------------------|
| Net trade-in payment to                                       | \$ | N/A                     |
| Total other charges and amounts paid to others on your behalf | \$ | 1165.97 <sup>(4)</sup>  |
| 5 Amount financed (3 + 4)                                     | \$ | 23721.51 <sup>(5)</sup> |
| 6 Finance charge  | \$ | 5755.89 <sup>(6)</sup>  |
| 7 Total of payments - time balance (5 + 6)                    | \$ | 29483.40 <sup>(7)</sup> |

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

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

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

Buyer Signs Stacie Marshall

Co-Buyer Signs X

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

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

See back for other important agreements.

Do not sign this contract on a Sunday.

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

### Notice to Buyer.

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

Buyer Signs Stacie Marshall

Date 07/29/06

Co-Buyer Signs X

Date

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

Buyer Signs Stacie Marshall

Date

07/29/06

Co-Buyer Signs X

Date

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

Other owner signs here X

Date

07/29/06

Address

Creditor Signs CENTURY III CHEVROLET, I

Date 07/29/06

By X

Title

BUS MGR

Seller assigns its interest in this contract to: ☒ General Motors Acceptance Corporation (GMAC)

☐ GMACAB

☐ Nuveel Credit Corporation,

Assigned with recourse

Assigned without recourse or with limited recourse

CENTURY III CHEVROLET

BUS MGR

Seller

By

Title

Seller

By

Title

Z109 FR-PA 3/2005 (For Use in the State of Pennsylvania) (1 of 4)

Notice: See Other Side

Copyright 2004 General Motors Acceptance Corporation. All Rights Reserved.

ORIGINAL

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES THAT 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.**

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 Dawn S. Robinson  
(NAME)

Attorney Administrator of GMAE LLC, plaintiff herein, that  
(TITLE) (COMPANY)

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

Dawn S. Robinson  
(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#06354138

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 07-2113-CD

GMAC, LLC  
vs  
TRACIE MARSHALL

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 11/12/2008 HEARING: PAGE: 104776

DEFENDANT: TRACIE MARSHALL  
ADDRESS: 301 W. PINE ST. #1  
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

10/30/08 N/H

No longer lives @ above address per new tenants

**SHERIFF'S RETURN**

NOW, \_\_\_\_\_ AT \_\_\_\_\_ AM / PM **SERVED** THE WITHIN

COMPLAINT ON TRACIE MARSHALL, DEFENDANT

BY HANDING TO \_\_\_\_\_ / \_\_\_\_\_

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

ADDRESS SERVED \_\_\_\_\_

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM **POSTED** THE WITHIN

COMPLAINT FOR TRACIE MARSHALL

AT (ADDRESS) \_\_\_\_\_

NOW 11/5 3rd of Dec 2008 AT 3:40 AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO TRACIE MARSHALL

REASON UNABLE TO LOCATE DOES NOT LIVE THERE

SWORN TO BEFORE ME THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

George F. DeHaven

Deputy Signature

GEORGE F. DeHaven

Print Deputy Name

**FILED**  
013:46301  
**DEC 03 2008**  
William A. Shaw  
Prothonotary/Clerk of Courts

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

GMAC, LLC

Plaintiff

vs.

TRACIE MARSHALL

Defendant

No. 2007-~~2113~~CD

PRAECIPE TO REINSTATE COMPLAINT

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

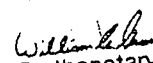
William T. Molczan, Esquire  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS, CO., L.P.A.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#06354138

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

OCT 13 2008

Attest.

  
Prothonotary/  
Clerk of Courts

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

GMAC, LLC

Plaintiff

vs.

Civil Action No. 2007-~~2113~~ CD

TRACIE MARSHALL

Defendant

**PRAECIPE TO REINSTATE COMPLAINT**

Kindly reinstate the Complaint in the above captioned matter.

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

By: 

William T. Molczan, Esquire

PA I.D. #47437

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

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR #06354138



DEC 26 2007  
 William A. Shaw  
 Prothonotary/Clerk of Courts

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

GMAC, LLC

Plaintiff

vs.

TRACIE MARSHALL

Defendant

No. 2007-213-CV

COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF  
 Plaintiff

COUNSEL OF RECORD OF  
 THIS PARTY:

William T. Molczan, Esquire  
 PA I.D. #47437  
 WELTMAN, WEINBERG & REIS CO., L.P.A.  
 2718 Koppers Building  
 436 Seventh Avenue  
 Pittsburgh, PA 15219  
 (412) 434-7955  
 WWR#06354138

10/31/08 Document  
 Reinstated/Reissued to Sheriff/Attorney  
 for service  
 Deputy Prothonotary

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

GMAC, LLC

Plaintiff

vs.

TRACIE MARSHALL

Defendant

No.

COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

William T. Molczan, Esquire  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#06354138

IN THE COURT OF COMMON PLEAS **Error! Reference source not found.** COUNTY,  
PENNSYLVANIA  
CIVIL DIVISION

GMAC, LLC

Plaintiff

No.

vs.

TRACIE MARSHALL

Defendant

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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.

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

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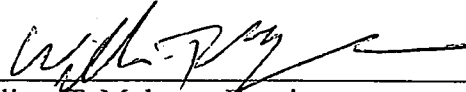
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WELTMAN, WEINBERG & REIS, CO., L.P.A.



William T. Molczan, Esquire

PA I.D. #47437

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

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#06354138

# RETAIL INSTALMENT

GMAC FLEXIBLE

Dealer Number

CONTV 023423424

R 001. 00000699508 /00010 FILE

001/8558/00039

PFOLD 3GCEK14V16G158380

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

TRACIE MARSHALL

440 LYTLE RD

GLEN RICHEY PA 16837

CLEARFIELD

CENTURY III CHEVROLET, INC.

2430 LEBANON CHURCH ROAD

WEST MIFFLIN, PA

15122

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

| New or Used | Year | Make and Model      | Vehicle Identification No. | XX Primary Use for Which Purchased  |
|-------------|------|---------------------|----------------------------|---|
| NEW         | 2006 | CHEVROLET SILVERADO | 3GCEK14V16G158380          | <input type="checkbox"/> personal, family, or household <input type="checkbox"/> agricultural<br><input type="checkbox"/> business <input type="checkbox"/> |

Our trade-in is a: Year 2002 Make DODGE Model NEON

## FEDERAL TRUTH-IN-LENDING DISCLOSURES

| ANNUAL PERCENTAGE RATE                             | FINANCE CHARGE  | Amount Financed  | Total of Payments   | Total Sale Price  |
|--|---|--|---|---|
| The cost of your credit as a yearly rate.<br>8.90% | The dollar amount the credit will cost you.<br>\$ 5755.89 | The amount of credit provided to you or on your behalf.<br>\$ 23727.51 | The amount you will have paid after you have made all payments as scheduled.<br>\$ 29483.40 | The total cost of your purchase on credit, including your downpayment of \$ 465.41<br>\$ 25546.81 |

## Your Payment Schedule Will Be:

| Number of Payments | Amount of Payments | When Payments Are Due      | Or as Follows |
|--------------------|--------------------|----------------------------|---------------|
| 50                 | \$ 491.33          | Monthly beginning 08/29/06 |               |

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

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

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

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

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

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

## Check the insurance you want and sign below:

### Optional Credit Insurance.

☐ Credit Life ☐ Buyer ☐ Co-Buyer  
Term \_\_\_\_\_

☐ Credit Disability (Buyer Only)

Term \_\_\_\_\_  
N/A

Credit Life \$ \_\_\_\_\_ N/A

Credit Disability \$ \_\_\_\_\_

(Insurance Company)

(Home Office Address)

## ITEMIZATION OF AMOUNT FINANCED

- Cash price (including any accessories, services, and taxes) \$ 23026.95 (1)
- Total downpayment = (If negative enter "0" and see line 4H below)
 

|                    |          |                     |            |
|--------------------|----------|---------------------|------------|
| Gross trade-in \$  | 6000.00  | payoff by seller \$ | 8534.59    |
| = net trade-in \$  | -2534.59 | + cash \$           | 3000.00    |
| + other (describe) |          | \$                  | N/A        |
|                    |          | \$                  | 465.41 (2) |
- Unpaid balance of cash price (1 minus 2) \$ 22551.54 (3)
- Other charges including amounts paid to others on your behalf (Seller may keep part of these amounts.):
 

|   |            |
|---|------------|
| A Cost of optional credit insurance paid to the insurance company or companies            |            |
| Life  | \$ N/A     |
| Disability  | \$ N/A     |
| B Other insurance paid to the insurance company (describe)                                | \$ N/A     |
| C Official fees paid to government agencies   | \$ N/A     |
| D Government taxes not included in cash price   | \$ 1024.97 |
| E Government license and/or registration fees   | \$ 58.50   |
| F Government certificate of title fees (includes \$ 5.00 security interest recording fee) | \$ 27.50   |
| G Other charges (Seller must identify who is paid and describe charges)                   |            |

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

N/A Other Insurance. N/A

☐ \_\_\_\_\_ Type of Insurance \_\_\_\_\_ Term \_\_\_\_\_

Premium \$ \_\_\_\_\_  
N/A

N/A (Insurance Company)

|   |    |             |
|---|----|-------------|
| Net trade-in payout to  |    |             |
| Total other charges and amounts paid to others on your behalf | \$ | 1165.97(4)  |
| 5 Amount financed (3 + 4)                                     | \$ | 23727.51(5) |
| 6 Finance charge  | \$ | 5755.89(6)  |
| 7 Total of payments - time balance (5 + 6)                    | \$ | 29483.40(7) |

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

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

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

Buyer Signs [Signature]

Co-Buyer Signs X

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

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

See back for other important agreements.

Do not sign this contract on a Sunday.

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

**Notice to Buyer.**

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

Buyer Signs [Signature]

Date 07/29/06

Co-Buyer Signs X

Date

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

Buyer Signs [Signature]

Date 07/29/06

Co-Buyer Signs X

Date

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

Other owner signs here X

Date 07/29/06

Address

Creditor Signs CENTURY III CHEVROLET, I Date 07/29/06

By X

Title BUS MGR

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

Assigned with recourse

Assigned without recourse or with limited recourse  
CENTURY III CHEVROLET BUS MGR

Seller By Title

Seller By Title

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES THAT 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.**



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 Dawn S. Robinson  
(NAME)

Attorney Administrator of GMAE LLC, plaintiff herein, that  
(TITLE) (COMPANY)

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

Dawn S. Robinson  
(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#06354138

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104776  
NO: 07-2113-CD  
SERVICES 1  
COMPLAINT

PLAINTIFF: GMAC, LLC  
vs.  
DEFENDANT: TRACIE MARSHALL

SHERIFF RETURN

RETURN COSTS

| Description     | Paid By | CHECK # | AMOUNT |
|-----------------|---------|---------|--------|
| SURCHARGE       | WELTMAN | 8736739 | 10.00  |
| SHERIFF HAWKINS | WELTMAN | 8736739 | 7.00   |

*S*  
**FILED**  
*013:30 am*  
**FEB 04 2009**  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2009

So Answers,

*Chester A. Hawkins*

Chester A. Hawkins  
Sheriff

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

GMAC, LLC

Plaintiff

vs.

TRACIE MARSHALL

Defendant(s)

No. 2007-2113-CD

PRAECIPE TO REINSTATE COMPLAINT

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

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

WWR#6354138 TIC

FILED

AUG 10 2009

William A. Shaw  
Prothonotary/Clerk of Courts

Atty pd.  
7.00

ICC #1 Compl.

Reinstated to  
Sheriff

@

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

GMAC, LLC

Plaintiff

vs.

Civil Action No. 2007-2113-CD

TRACIE MARSHALL

Defendant(s)

**PRAECIPE TO REINSTATE COMPLAINT**

Kindly reinstate the Complaint in the above captioned matter.

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

By: 

James C. Warmbrodt, Esquire

PA ID #42524

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

1400 Koppers Buidling

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR #6354138

DEC 26 2007

William A. Shaw  
Prothonotary/Clerk of Courts

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

GMAC, LLC

Plaintiff

vs.

TRACIE MARSHALL

Defendant

No. 2007-2013-CV

COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

William T. Molczan, Esquire  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#06354138

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

GMAC, LLC

Plaintiff

vs.

TRACIE MARSHALL

Defendant

No.

COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

William T. Molczan, Esquire  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#06354138

IN THE COURT OF COMMON PLEAS **Error! Reference source not found.** COUNTY,  
PENNSYLVANIA  
CIVIL DIVISION

GMAC, LLC

Plaintiff

No.

vs.

TRACIE MARSHALL

Defendant

**COMPLAINT IN CIVIL ACTION AND NOTICE TO DEFEND**

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

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

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

### COMPLAINT

1. Plaintiff is a corporation with offices at 5700 CROOKS RD STE 301  
TROY, MI 48098-0000.
2. Defendant is an adult individual residing at 440 LYTLE ROAD GLEN RICHEY, PA  
16837.
3. On or about JULY 29, 2006, the parties entered into a written Closed-End Lease Agreement (hereinafter referred to as the "Agreement") for the lease of a 2006 CHEVROLET SILVERADO, more particularly identified in the Agreement, a true and correct copy of which is attached hereto, marked as Exhibit "1" and made a part hereof.
4. By the terms of the Agreement, Defendant was to make 60 (monthly) payments of \$491.39, commencing AUGUST 29, 2006, and to pay certain license fees due at the inception of the lease and during the lease term.
5. The terms of said Agreement provide for termination upon satisfaction by Defendant of all obligations provided thereunder and upon the return of the vehicle by Defendant to Plaintiff at the end of the lease term, which term would end 60 (monthly) months after it commenced.
6. Plaintiff avers that Defendant defaulted under the terms of the Lease Agreement by failing to make payment to Plaintiff as promised.



7. Due to the Defendant's default under the Agreement, Plaintiff exercised its right to terminate the Lease.

8. After calculating the early termination charges due Plaintiff pursuant to the terms of the Lease, Plaintiff avers that a balance of \$9,314.29 is due from Defendant.

9. Plaintiff avers that the Agreement between the parties provides that Defendant will pay Plaintiff's attorneys' fees.

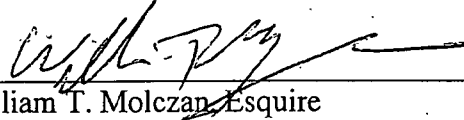
10. Plaintiff avers that such attorneys' fees will amount to \$1500.

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

WHEREFORE, Plaintiff demands Judgment in its favor and against Defendant, TRACIE MARSHALL, individually, in the amount of \$9,314.29 with continuing interest thereon at the legal rate 6.00% plus attorneys' fees of \$1500 and costs.

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

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



William T. Molczan, Esquire

PA I.D. #47437

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

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#06354138

# RETAIL INSTALMENT

GMAC FLEXIBLE

Dealer Number

CONTV 023423424

R 001. 00000699508 /00010 FILE

001/8558/00039

PFOLD 3GCEK14V16G158380

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

TRACIE MARSHALL

440 LYTLE RD

GLEN RICHEY PA 16837

CLEARFIELD

CENTURY III CHEVROLET, INC.

2430 LEBANON CHURCH ROAD

WEST MIFFLIN, PA

15122

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

| Year or Used | Year | Make and Model      | Vehicle Identification No. | XX Primary Use for Which Purchased  |
|--------------|------|---------------------|----------------------------|---|
| NEW          | 2006 | CHEVROLET SILVERADO | 3GCEK14V16G158380          | <input type="checkbox"/> personal, family, or household <input type="checkbox"/> agricultural<br><input type="checkbox"/> business <input type="checkbox"/> |

our trade-in is a: Year 2002 Make DODGE Model NEON

## FEDERAL TRUTH-IN-LENDING DISCLOSURES

| ANNUAL PERCENTAGE RATE                             | FINANCE CHARGE  | Amount Financed  | Total of Payments   | Total Sale Price  |
|--|---|--|---|---|
| The cost of your credit as a yearly rate.<br>8.90% | The dollar amount the credit will cost you.<br>\$ 5755.89 | The amount of credit provided to you or on your behalf.<br>\$ 23727.51 | The amount you will have paid after you have made all payments as scheduled.<br>\$ 29483.40 | The total cost of your purchase on credit, including your downpayment of \$ 465.41<br>\$ 25546.81 |

## Your Payment Schedule Will Be:

| Number of Payments | Amount of Payments | When Payments Are Due      | Or as Follows |
|--------------------|--------------------|----------------------------|---------------|
| 60                 | \$ 491.33          | Monthly beginning 06/29/06 |               |

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

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

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

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

## ITEMIZATION OF AMOUNT FINANCED

|   |                             |
|---|-----------------------------|
| 1 Cash price (including any accessories, services, and taxes)   | \$ 23026.95 (1)             |
| 2 Total downpayment = (If negative enter "0" and see line 4H below)                                       |                             |
| Gross trade-in \$ 6000.00   | payoff by seller \$ 8534.59 |
| = net trade-in \$ -2534.59  | + cash \$ 3000.00           |
| + other (describe)  | \$ N/A                      |
| 3 Unpaid balance of cash price (1 minus 2)  | \$ 22551.54 (3)             |
| 4 Other charges including amounts paid to others on your behalf (Seller may keep part of these amounts.): |                             |
| A Cost of optional credit insurance paid to the insurance company or companies                            |                             |
| Life  | \$ N/A                      |
| Disability  | \$ N/A                      |
| B Other insurance paid to the insurance company (describe)  | \$ N/A                      |
| C Official fees paid to government agencies   | \$ N/A                      |
| D Government taxes not included in cash price   | \$ 1024.97                  |
| E Government license and/or registration fees   | \$ 58.50                    |
| F Government certificate of title fees (includes \$ 5.00 security interest recording fee)                 | \$ 27.50                    |
| G Other charges (Seller must identify who is paid and describe purpose)                                   |                             |

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

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

## Check the insurance you want and sign below:

### Optional Credit Insurance.

☐ Credit Life ☐ Buyer ☐ Co-Buyer  
Term \_\_\_\_\_

☐ Credit Disability (Buyer Only)  
Term \_\_\_\_\_

**EXHIBIT** N/A

Credit Life \$ \_\_\_\_\_ N/A

Credit Disability \$ \_\_\_\_\_

(Insurance Company)

(Home Office Address)

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

N/A Other Insurance. N/A

☐ \_\_\_\_\_ Type of Insurance \_\_\_\_\_ Term \_\_\_\_\_

Premium \$ \_\_\_\_\_  
N/A

N/A (Insurance Company)

|   |     |    |                         |
|---|-----|----|-------------------------|
| Net trade-in payment to                                       | R/H | \$ | R/H                     |
| Total other charges and amounts paid to others on your behalf |     | \$ | 1165.97 <sup>(4)</sup>  |
| 5 Amount financed (3 + 4)                                     |     | \$ | 23721.51 <sup>(5)</sup> |
| 6 Finance charge  |     | \$ | 5755.89 <sup>(6)</sup>  |
| 7 Total of payments - time balance (5 + 6)                    |     | \$ | 29483.40 <sup>(7)</sup> |

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

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

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

Buyer Signs Gracie Marshall Co-Buyer Signs X

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

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

See back for other important agreements.

Do not sign this contract on a Sunday.

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

**Notice to Buyer.**

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

Buyer Signs Gracie Marshall Date 07/29/06 Co-Buyer Signs X Date

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

Buyer Signs Gracie Marshall Date 07/29/06 Co-Buyer Signs X Date

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

Other owner signs here X Date 07/29/06 Address

Creditor Signs CENTURY III CHEVROLET, I Date 07/29/06 By X Title BUS MGR

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

|                        |    |       |  |    |       |
|------------------------|----|-------|--|----|-------|
| Assigned with recourse |    |       | Assigned without recourse or with limited recourse |    |       |
| CENTURY III CHEVROLET  |    |       | CENTURY III CHEVROLET                              |    |       |
| Seller                 | By | Title | Seller   | By | Title |

ORIGINAL

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES THAT 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.

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 Dawn S. Robinson  
(NAME)

Attorney Administrator of GMAE LLC, plaintiff herein, that  
(TITLE) (COMPANY)

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

Dawn S. Robinson  
(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#06354138

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 07-2113-CD

GMAC, LLC  
vs  
TRACIE MARSHALL

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 09/09/2009 HEARING: PAGE: 106042

DEFENDANT: TRACIE MARSHALL  
ADDRESS: 440 LYLE ROAD  
GLEN RICHEY, PA 16837  
ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

**FILED**  
03:14 PM  
AUG 20 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

**SHERIFF'S RETURN**

NOW, 8-20-09 AT 2:00 AM ☒ PM SERVED THE WITHIN

COMPLAINT ON TRACIE MARSHALL, DEFENDANT

BY HANDING TO Malin Lytle, Step-daughter

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

ADDRESS SERVED 440 Lytle Road  
Glen Richey, Pa 16837

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

COMPLAINT FOR TRACIE MARSHALL

AT (ADDRESS) \_\_\_\_\_

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

I MAKE RETURN OF **NOT FOUND** AS TO TRACIE MARSHALL

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_ 2009

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

*James E. Davis*  
Deputy Signature  
JAMES E. DAVIS  
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 106042  
NO: 07-2113-CD  
SERVICES 1

COMPLAINT

PLAINTIFF: GMAC, LLC  
vs.  
DEFENDANT: TRACIE MARSHALL

SHERIFF RETURN

RETURN COSTS

| Description     | Paid By | CHECK # | AMOUNT |
|-----------------|---------|---------|--------|
| SURCHARGE       | WELTMAN | 8915829 | 10.00  |
| SHERIFF HAWKINS | WELTMAN | 8915829 | 16.70  |

FILED  
JAN 19 2010  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2010

So Answers,



Chester A. Hawkins  
Sheriff

FILED *pd \$200.00 Ask y*  
*1cc + notice*  
*to debt*  
JUN - 1 2010  
William A. Shaw  
Prothonotary/Clerk of Courts

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

GMAC, LLC

Plaintiff

No: 2007-2113-CD

vs.

PRAECIPE FOR DEFAULT JUDGMENT

TRACIE MARSHALL

Defendant

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

James C. Warmbrodt, 42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
436 Seventh Avenue, Suite 1400  
Pittsburgh, PA 15219  
(412) 434-7955  
FAX: 412-338-7130  
06354138 C E Pit NPE  
Judgment Amount \$10814.29



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

GMAC, LLC

Plaintiff

vs.

Civil Action No. 2007-2113-CD

TRACIE MARSHALL

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONTARY:

Kindly enter Judgment against the Defendant TRACIE MARSHALL above named, in the default of an Answer, in the amount of \$10814.29 computed as follows:

|                                  |            |
|----------------------------------|------------|
| Amount claimed in Complaint      | \$9314.29  |
| Less payments / adjustments made | \$0.00     |
| Attorney's fees                  | \$1500.00  |
| TOTAL                            | \$10814.29 |

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 C. Wambrodt, 42524

06354138 C E Pit NPE

Plaintiff's address is:  
c/o WELTMAN, WEINBERG & REIS CO., L.P.A.,  
436 Seventh Avenue, Suite 1400 Pittsburgh, PA 15219

And that the last known address of the Defendant is :  
TRACIE MARSHALL  
440 LYTTLE RD  
GLEN RICHEY, PA 16837

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

GMAC, LLC

Plaintiff

vs.

Civil Action No. 2007-2113-CD

TRACIE MARSHALL

NOTICE OF JUDGMENT OR ORDER

TO:     (    ) Plaintiff  
          (xx) Defendant  
          (    ) Garnishee

You are hereby notified that the following Order of Judgment  
was entered against you on June 1, 2010.

(xx) Assumpsit Judgment in the amount of \$10814.29 plus costs.

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

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

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

Prothonotary

By: William L. Liska cm  
PROTHONOTARY (OR DEPUTY)

TRACIE MARSHALL  
440 LYTTLE RD  
GLEN RICHEY, PA 16837

Plaintiff's address is:

c/o WELTMAN, WEINBERG & REIS CO., L.P.A.,  
436 Seventh Avenue, Suite 1400  
Pittsburgh, PA 15219  
(412) 434-7955

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

GMAC, LLC

Plaintiff

vs.

Civil Action No. 2007-2113-CD

NON-MILITARY AFFIDAVIT

TRACIE MARSHALL

The undersigned, who first 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.

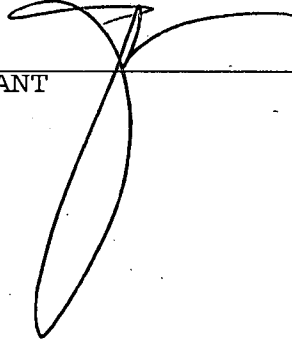
Affiant further states that based upon investigation it is the affiant's belief that the Defendant, TRACIE MARSHALL is not in military service.

Affiant further states that this belief is supported by the attached certificate from the Defense Manpower Data Center (DMSC), which states that the DMDC does not possess any information indicating the individual status.

TRACIE MARSHALL  
440 LYTLE RD  
GLEN RICHEY, PA 16837

is not in the military service. Further Affiant sayeth naught.

AFFIANT



Department of Defense Manpower Data Center

May-26-2010 06:54:50



Military Status Report  
Pursuant to the Service Members Civil Relief Act

| ◀ Last Name | First/Middle | Begin Date   | Active Duty Status | Active Duty End Date | Service Agency |
|-------------|--------------|--|--------------------|----------------------|----------------|
| MARSHALL    | TRACIE       | Based on the information you have furnished, the DMDC does not possess any information indicating the individual status. |                    |                      |                |

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 Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard).

*Mary M. Snavely-Dixon*

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 DoD strongly supports the enforcement of the Service Members Civil Relief Act (50 USC App. §§ 501 et seq, as amended) (SCRA) (formerly known as 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 status by contacting that person's Service via the "defenselink.mil" URL <http://www.defenselink.mil/faq/pis/PC09SLDR.html>. If you have evidence the person is on active duty and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. §521(c).

If you obtain additional 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 **active duty status** including date the individual was last on active duty, if it was within the preceding 367 days. For historical information, please contact the Service SCRA points-of-contact.

***More information on "Active Duty Status"***

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d)(1) for a period of more than 30 consecutive days. In the case of a member of the National Guard, includes service under a call to active service authorized by the President or the Secretary of Defense for a period of more than 30 consecutive days under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy TARs, Marine Corps ARs and Coast Guard RPAs. Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps) for a period of more than 30 consecutive days.

***Coverage Under the SCRA is Broader in Some Cases***

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate.

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of SCRA extend beyond the last dates of active duty.

Those who would rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a name and SSN provided by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.  
Report ID:3DIGU9OQE2

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

GMAC, LLC

Plaintiff

Case No. 2007-2113-CD

vs.

TRACIE MARSHALL

Defendant

**IMPORTANT NOTICE**

TO:  
TRACIE MARSHALL  
440 LYTTLE RD  
GLEN RICHEY, PA 16837

Date of Notice: 4/9/10

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 PAPER TO YOUR LAWYER AT ONCE, IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

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

By: 

Matthew Urban

P.A.I.D.# 90963

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

436 Seventh Avenue, 1400 Koppers Building

Pittsburgh, PA 15219

Phone: (412) 434-7955

6354138 E PIT TIC

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

GMAC, LLC  
Plaintiff

No. 2007-2113-CD

vs.

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

TRACIE MARSHALL  
Defendant(s)

FIRST COMMONWEALTH BANK  
Garnishee(s)

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

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

**FILED** *Atty. pd.*  
*MT 1/10/12* *\$20.00*  
JAN 20 2012  
§ William A. Shaw *30006 writs*  
Prothonotary/Clerk of Courts *to Sheriff*  
*OK*

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

GMAC, LLC  
Plaintiff

vs.

Civil Action No. 2007-2113-CD

TRACIE MARSHALL  
Defendant(s)

FIRST COMMONWEALTH BANK  
Garnishee(s)

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY:

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

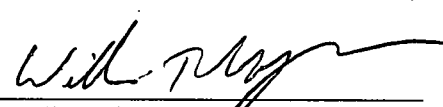
1. directed to the Sheriff of CLEARFIELD County:
2. against TRACIE MARSHALL , Defendant
3. against FIRST COMMONWEALTH BANK, , , Garnishee

|                                |    |             |
|--------------------------------|----|-------------|
| 4. Judgment Amount             | \$ | \$10,814.29 |
| Less payments/credits received | \$ | \$0.00      |
| Interest                       | \$ | \$1,049.69  |
| Costs                          | \$ |             |

**SUBTOTAL:** \$ **\$11,863.98**

Costs (to be added by Prothonotary): Prothonotary costs \$ 139.00

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

By:   
William T. Moleczan, Esquire  
PA I.D. #47437

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



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

GMAC, LLC  
Plaintiff

vs.

Civil Action No. 2007-2113-CD

TRACIE MARSHALL  
Defendant(s)

FIRST COMMONWEALTH BANK  
Garnishee(s)

**WRIT OF EXECUTION**

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: TRACIE MARSHALL Defendant(s);  
You are also directed to attach the property of the defendant not levied upon in the possession of FIRST  
COMMONWEALTH BANK; ; AS GARNISHEE, 14303 CLEARFIELD SHAWVILLE HWY CLEARFIELD,  
PA 16830; ; and to notify the garnishee that:

- a. An attachment has been issued;
  - b. Except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;
  - c. The attachment shall not include any funds in an account of the defendant with a bank or other financial institution
    - i. In which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or (i) the first \$10,000.00 of each of the account of the defendant (s) with a bank or other financial institution containing any funds which are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law
    - ii. Each account of the defendant(s) with a bank or other financial institution in which funds on deposit exceed \$10,000.00 at any time if all funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law
    - iii. Any funds in an account of the defendant (s) with a bank or other financial institution in which funds on deposit exceed \$10,000.00 at any time if all funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law
- (2) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify [him] such other person that he or she has been added as a garnishee and is enjoined as above stated
- Amount due .....\$ \$11,863.98

Costs to be added..... \$ \_\_\_\_\_

Prothonotary costs

Prothonotary 139.00

DATED: 1/20/12

  
Deputy

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

GMAC, LLC  
Plaintiff

vs.

Civil Action No. 2007-2113-CD

TRACIE MARSHALL  
Defendant(s)

FIRST COMMONWEALTH BANK  
Garnishee(s)

**WRIT OF EXECUTION**  
**NOTICE**

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

The law provides that certain property cannot be taken and sold by the Sheriff to satisfy your debts. SUCH PROPERTY IS SAID TO BE EXEMPT. No matter what you may owe, there is a DEBTOR'S EXEMPTION established by law. This means that no matter what happens, the Sheriff must give you from the sale at least \$300.00 in cash or property. There are also other exemptions which may be applicable to you. Listed below is a summary of some of the major exemptions. You may have other exemptions or other rights. If you have an exemption, you should do the following promptly:

- (1) Complete the claim form on the opposite side and demand a prompt hearing.
- (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court when and where you are told to appear ready to explain your exemption. IF YOU DO NOT COME TO COURT AND PROVE YOUR EXEMPTION, YOU MAY LOSE SOME OF YOUR PROPERTY.

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

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

**MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW**

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

**CLAIM FOR EXEMPTION**

TO THE SHERIFF:

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

(1) FROM MY PERSONAL PROPERTY IN MY POSSESSION WHICH HAS BEEN LEVIED UPON,

(a) I desire that my statutory \$300.00 exemption be:

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

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

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

(2) FROM MY PROPERTY WHICH IS IN THE POSSESSION OF A THIRD PARTY, I CLAIM THE FOLLOWING EXEMPTIONS:

(a) my \$300.00 statutory exemption: ☐ in cash ☐ in kind  
(specify property): \_\_\_\_\_

(b) Social Security benefits on deposit in the amount of \$ \_\_\_\_\_

(c) Other (specify amount & basis for exemption): \_\_\_\_\_

I request a prompt court hearing to determine the exemption.

Notice of hearing should be given me at the following:

ADDRESS: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 PA. C.S. § 4904 relating to unsworn falsification to authorities:

Date: \_\_\_\_\_ Defendant: \_\_\_\_\_

**THIS CLAIM TO BE FILED WITH:**

Office of the Sheriff of Clearfield County  
Courthouse  
1 N Second Street  
Clearfield, PA 16830  
Telephone Number: (814) 765-2641 ext

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

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

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

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

GMAC, LLC  
Plaintiff

vs.

Civil Action No. 2007-2113-CD

TRACIE MARSHALL  
Defendant(s)

FIRST COMMONWEALTH BANK  
Garnishee(s)

**INTERROGATORIES IN ATTACHMENT**

FILED ON BEHALF OF:  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

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

FILED  
JAN 20 2012  
William A. Shaw  
Prothonotary/Clerk of Courts  
6K

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

GMAC, LLC  
Plaintiff

vs.

Civil Action No. 2007-2113-CD

TRACIE MARSHALL  
Defendant(s)

FIRST COMMONWEALTH BANK  
Garnishee(s)

TO: FIRST COMMONWEALTH BANK, 14303 CLEARFIELD SHAWVILLE HWY, CLEARFIELD, PA  
16830

RE: TRACIE MARSHALL , 440 LYTTLE RD, GLEN RICHEY, PA 16837

Suggested Reference No.: XXX-XX-7221  
XXX-XX-

**IMPORTANT NOTICES TO GARNISHEE!**

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

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

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

## INTERROGATORIES IN ATTACHMENT

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

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

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

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

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

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

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

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

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

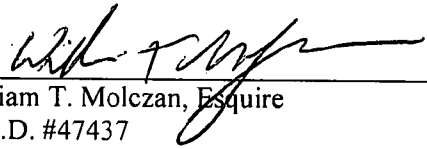
9. If the answer to Interrogatory 1 is in the affirmative, state the date the sheriff served these interrogatories on this institution.

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

11. If the response to Interrogatory 7 is in the affirmative, are other funds comingled in the account which are not deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law?

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

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

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

VERIFICATION

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

\_\_\_\_\_ of \_\_\_\_\_, garnishee herein,  
(Title) (Company)

that he/she is duly authorized to make this verification, and that the facts set forth in the foregoing

Answers to Interrogatories are true and correct to the best of his/her knowledge, information and belief.

\_\_\_\_\_  
(SIGNATURE)



To Deputy 1/20/12

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 07-2113-CD

GMAC, LLC

VS

TRACIE MARSHALL

TO: FIRST COMMONWEALTH BANK, Garnishee

WRIT OF EXECUTION, INTERROGATORIES

SERVICE # 1 OF 2

SERVE BY: 04/18/2012 **RUSH** HEARING: PAGE: 109257

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

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

William A. Shaw  
Prothonotary/Clerk of Courts

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

OCCUPIED

| ATTEMPTS: | Date | Time | Results | Date | Time | Results |
|-----------|------|------|---------|------|------|---------|
|           |      |      |         |      |      |         |
|           |      |      |         |      |      |         |

**SHERIFF'S RETURN**

NOW, 2/2/12 AT 349 AM / PM **SERVED** THE WITHIN

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

BY HANDING TO AYLENE R. STENER 1 SUPERVISOR

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

ADDRESS SERVED 14303 CLEARFIELD / SHAWVILLE HWY CLEARFIELD Pa  
( ) Residence (x) Employment ( ) Sheriff's Office ( ) Other 16830

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM **POSTED** THE WITHIN

WRIT OF EXECUTION, INTERROGATORIES FOR FIRST COMMONWEALTH BANK, Garnishee

AT (ADDRESS) \_\_\_\_\_

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

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

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_ 2012

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Deputy N. Carey  
Deputy Signature

Deputy Nathan J. Carey  
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Dkt Pg. 109257

2 of 2

GMAC, LLC

NO. 07-2113-CD

-vs-

TRACIE MARSHALL

WRIT OF EXECUTION/  
INTERROGATORIES TO  
GARNISHEE

TO: FIRST COMMONWEALTH BANK, Garnishee

**SHERIFF'S RETURN**

NOW FEBRUARY 3, 2012 MAILED THE WITHIN:  
PRAECIPE, WRIT, WRIT NOTICE & CLAIM FOR EXEMPTION & INTERROGATORIES  
TO: TRACIE MARSHALL, DEFENDANT  
AT: 440 LYTLE RD., GLEN RICHEY, PA 16837  
IN THE S.A.S.E.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 109257  
NO: 07-2113-CD  
SERVICES 2

WRIT OF EXECUTION, INTERROGATORIES

PLAINTIFF: GMAC, LLC  
vs.  
DEFENDANT: TRACIE MARSHALL  
TO: FIRST COMMONWEALTH BANK, Garnishee

SHERIFF RETURN

RETURN COSTS

| Description     | Paid By | CHECK #  | AMOUNT |
|-----------------|---------|----------|--------|
| SURCHARGE       | WELTMAN | 10311412 | 20.00  |
| SHERIFF HAWKINS | WELTMAN | 10311412 | 28.50  |

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2012  
\_\_\_\_\_

So Answers,



Chester A. Hawkins  
Sheriff

RECEIVED

FEB 02 2012

FILED<sup>DO</sup>

9 FEB 09 2012

William A. Shaw  
Prothonotary/Clerk of Courts

Ans *Ans*

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

GMAC, LLC  
Plaintiff

vs.

Civil Action No. 2007-2113-CD

TRACIE MARSHALL  
Defendant(s)

FIRST COMMONWEALTH BANK  
Garnishee(s)

INTERROGATORIES IN ATTACHMENT

FILED ON BEHALF OF:  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

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

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

GMAC, LLC  
Plaintiff

vs.

Civil Action No. 2007-2113-CD

TRACIE MARSHALL  
Defendant(s)

FIRST COMMONWEALTH BANK  
Garnishee(s)

TO: FIRST COMMONWEALTH BANK, 14303 CLEARFIELD SHAWVILLE HWY, CLEARFIELD, PA  
16830

RE: TRACIE MARSHALL, 440 LYTLE RD, GLEN RICHEY, PA 16837

Suggested Reference No.: XXX-XX-7221  
XXX-XX-

**IMPORTANT NOTICES TO GARNISHEE!**

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

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

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

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

### INTERROGATORIES IN ATTACHMENT

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

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

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

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

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

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

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

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

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

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

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

11. If the response to Interrogatory 7 is in the affirmative, are other funds comingled in the account which are not deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law?

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

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

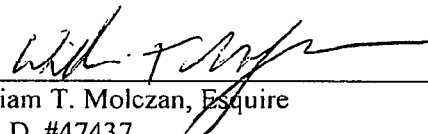
By:   
William T. Molczan, Esquire  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

EXHIBIT "A"

ANSWERS TO INTERROGATORIES

1. Yes
  - a. Checking account number 7110227934 into Tracie J. Lytle with a current balance of zero and checking account number 7110317734 into Tracie J. Lytle with a current balance of zero.
2. Yes safe deposit box number 0160000213 into Tracie J. Lytle.
3. No
4. No
5. No
6. No
7. No
8. See #1a above
9. February 2, 2012
10. February 2, 2012
11. N/A
12. See #11 above



## VERIFICATION

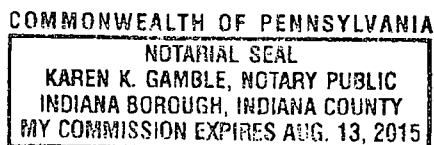
COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF INDIANA )

On this 3rd day of February 2012 before me, the undersigned officer, a Notary Public in and for said Commonwealth and County, personally appeared LEDA E MCCracken, who being duly sworn according to law, acknowledged that she is Assistant Vice President of First Commonwealth Bank, and that the facts set forth in the foregoing Interrogatories are true and correct to the best of her knowledge and belief.

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

Sworn and subscribed to before me  
This 3rd day of February 2012

Karen K. Lamble  
Notary Public



**CERTIFICATE OF SERVICE**

I hereby certify that on February 6, 2012 I have this day caused to be served a true and correct copy of this ANSWERS TO INTERROGATORIES upon the following parties:

**VIA CERTIFIED U.S. MAIL**

*Tracie J. Lytle  
440 Lytle Rd.  
Glen Richey, PA 16837-3724*

*As Defendant*

**VIA REGULAR U.S. MAIL**

*William T. Molczan, Esquire  
Weltman, Weinberg & Reis Co., LPA  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219*

*As Plaintiff*

*Leda E. McCracken*

Leda E. McCracken  
Assistant Vice President  
First Commonwealth Bank

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

BY: James C Warmbrodt, Esquire

I.D. No.42524

436 Seventh Avenue, Suite 1400

Pittsburgh, PA 15219

Phone: 412.434.7955

Fax: 412.434.7959

File # 6354138

**Attorney for Plaintiff(s)**

**FILED**

NO  
CC  
3/11/02/6D  
FEB 24 2012

William A. Shaw  
Prothonotary/Clerk of Courts

GMAC, LLC

Clearfield County  
Court of Common Pleas

vs.

TRACIE MARSHALL

NO. 2007-2113-CD

and

FIRST COMMONWEALTH BANK

Garnishee(s)

**PRAECIPE TO DISCONTINUE ATTACHMENT EXECUTION**

TO THE PROTHONOTARY:

Kindly marked the above matter discontinued and ended as to Garnishee(s), FIRST  
COMMONWEALTH BANK, only.

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

By

James C Warmbrodt, Esquire  
Attorney for Plaintiff

Sworn to and subscribed

Before me the 15 day of February, 2012

NOTARY PUBLIC

**COMMONWEALTH OF PENNSYLVANIA**

Notarial Seal

Wendy L. Gault, Notary Public  
City of Pittsburgh, Allegheny County  
My Commission Expires July 15, 2014

Member, Pennsylvania Association of Notaries