

07-2113-CD
GMAC LLC vs Tracie Marshall

FILED

DEC 26 2007

12:05 PM

William A. Shaw
Prothonotary/Clerk of Courts

1 CIVLT. TO SHAW

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

GMAC, LLC

Plaintiff

No. 2007-213-C0

vs.

COMPLAINT IN CIVIL ACTION

TRACIE MARSHALL

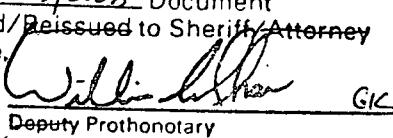
Defendant

FILED ON BEHALF OF
Plaintiff

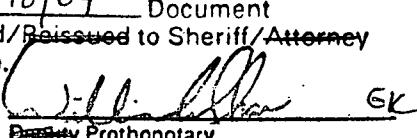
COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
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.


William A. Shaw GKC
Deputy Prothonotary

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


William A. Shaw GKC
Deputy Prothonotary

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.

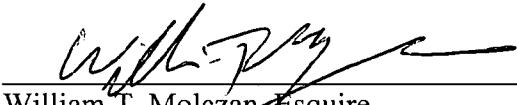
10. Plaintiff avers that such attorneys' fees will amount to \$1500.

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 INSTALME

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 LYTHE 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 checked="" type="checkbox"/> personal, family, or household <input type="checkbox"/> agricultural <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. 8.90%	The dollar amount the credit will cost you. \$ 5755.89	The amount of credit provided to you or on your behalf. \$ 23727.51	The amount you will have paid after you have made all payments as scheduled. \$ 29483.40	The total cost of your purchase on credit, including your downpayment of \$ 465.41 \$ 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	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	\$ N/A	
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. 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 _____
Premium: _____ 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 payoff to	N/H	\$	N/A
2 Total other charges and amounts paid to others on your behalf		\$	1165.97 ⁽⁴⁾
3 Amount financed (3 + 4)		\$	23727.54 ⁽⁵⁾
4 Finance charge		\$	5755.89 ⁽⁶⁾
5 Total of payments - time balance (5 + 6)		\$	29483.44 ⁽⁷⁾

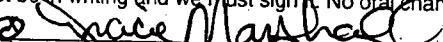
Co-Buyer Signature

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  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  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.

07/29/06

N/A

Buyer Signs  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

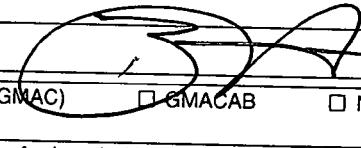
Address

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 Nuvell 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

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. Hobinson
(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. Hobinson
(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 #

2113
07-2043-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

03/15 LM

MAY 05 2008

LM

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before me This

____ Day of _____ 2008

So Answers,

Chester A. Hawkins
by Marilyn Harris
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 A. Molczan
Prothonotary/
Clerk of Courts

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

GMAC, LLC

Plaintiff

2113
No. 2007-2013-CV

vs.

COMPLAINT IN CIVIL ACTION

TRACIE MARSHALL

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
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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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.

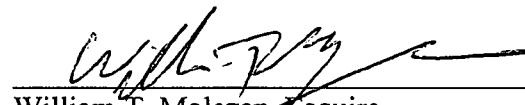
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WELTMAN, WEINBERG & REIS, CO., L.P.A.



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 INSTALME

GMAC FLEXIBL

Dealer Number

CONT 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 LYTHE RD
GLEN RICHEY PA 16837
CLEARFIELDCENTURY 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 <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. 8.90 %	The dollar amount the credit will cost you. 5755.89	The amount of credit provided to you or on your behalf. \$ 23727.51	The amount you will have paid after you have made all payments as scheduled. 29483.40	The total cost of your purchase on credit, including your downpayment of \$ 465.41 \$ 29548.81

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due	Or as Follows
60	\$ 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.

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	\$ N/A	
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 _____
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

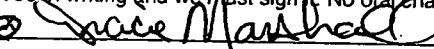
N/A (Insurance Company)

1 Net trade-in payoff to	1/1	\$	1165.97	(4)
2 Total other charges and amounts paid to others on your behalf		\$	23727.51	(5)
3 Amount financed (3 + 4)		\$	5755.89	(6)
4 Finance charge		\$	29483.44	(7)
5 Total of payments - time balance (5 + 6)		\$		

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  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.

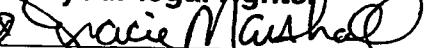
See back for other important agreements.

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  Date

07/29/05

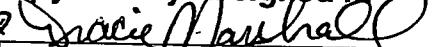
Co-Buyer Signs X

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.

07/29/05

N/A

Buyer Signs  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.

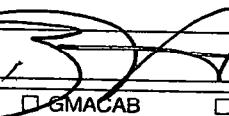
Other owner signs here X Date 07/29/05 Address

Creditor Signs CENTURY III CHEVROLET, I Date 07/29/05 By X Title BUS MGR

Seller assigns its interest in this contract to: General Motors Acceptance Corporation (GMAC) GMACAB Nuvell 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 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
CIVIL DIVISION

GMAC, LLC

Plaintiff No. 2007-2113-CD

vs. PRAECIPE TO REINSTATE COMPLAINT

TRACIE MARSHALL

Defendant FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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

WWR#06354138

FILED Atty pd
m/19/59/04 7.00
S OCT 13 2008 CCR Complaint
William A. Shaw
Prothonotary/Clerk of Courts
Reinstated to
Sheriff

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

GMAC, LLC

Plaintiff

vs.

Civil Action No. 2007-2013-CD

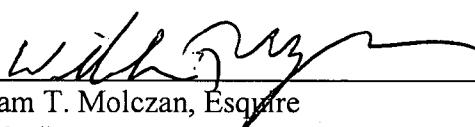
TRACIE MARSHALL

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

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

No. 2007-213-cv

vs.

COMPLAINT IN CIVIL ACTION

TRACIE MARSHALL

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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

GMAC, LLC

Plaintiff No.

vs. COMPLAINT IN CIVIL ACTION

TRACIE MARSHALL

Defendant FILED ON BEHALF OF
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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.

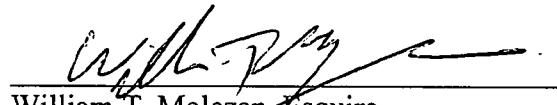
10. Plaintiff avers that such attorneys' fees will amount to \$1500.

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
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(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 LYTHE 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.	XX Primary Use for Which Purchased
NEW	2006	CHEVROLET SILVERADO	3GCEK14V16G158380	<input checked="" type="checkbox"/> personal, family, or household <input type="checkbox"/> agricultural <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. 8.90 %	The dollar amount the credit will cost you. \$ 5755.89	The amount of credit provided to you or on your behalf. \$ 23727.51	The amount you will have paid after you have made all payments as scheduled. \$ 29483.40	The total cost of your purchase on credit, including your downpayment of \$ 465.41 of \$ 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

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)	\$ 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	\$ N/A	
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. 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 _____
 Premium _____

Credit Life \$ N/A
 Premium _____

Credit Disability \$ N/A
 Premium _____

(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

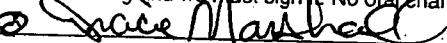
N/A (Insurance Company)

Net trade-in payoff to	IV/H	\$	IV/H
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 

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.

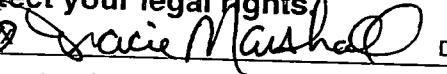
You authorize us to obtain information about you, or the vehicle you are buying, from the state motor vehicle department or other motor vehicle registration authorities.

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.

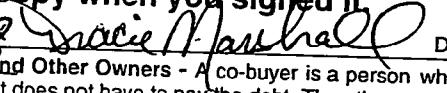
Notice to Buyer.
Do not sign this contract in blank. You are entitled to an exact copy of the contract you sign. Keep it to protect your legal rights.

Buyer Signs  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.

07/29/06

N/A

Buyer Signs  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 Nuvell 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
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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
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 11/30/08 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. Doherty Deputy Signature

George F. Doherty Print Deputy Name

S
FILED
03:40 AM
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 No. 2007-2113-CD

vs. PRAECLICE TO REINSTATE COMPLAINT

TRACIE MARSHALL

Defendant FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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

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.

William L. Chen
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

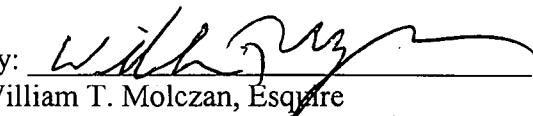
TRACIE MARSHALL

Defendant

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Kindly reinstate the Complaint in the above captioned matter.

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

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WWR #06354138

REC'D 12/6/2007

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

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

GMAC, LLC

Plaintiff No. 2007-213-CV

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Plaintiff

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1013108 Document
Reinstated/Released to Sheriff/Attorney
for service
Will A. Shaw
Prothonotary

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vs.

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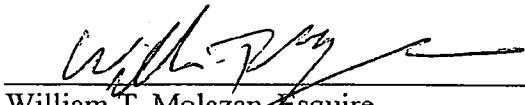
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436 Seventh Avenue

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(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 LYTHE RD

GLEN RICHEY PA 16837

PA FARFIELD



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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
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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)	\$ 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	\$ N/A	
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. 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.

CreditLife 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

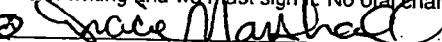
(Insurance Company)

Net trade-in payoff to	IV/H	\$	IV/H
Total other charges and amounts paid to others on your behalf		\$	1165.97(4)
5 Amount financed (3 + 4)		\$	23727.54(5)
6 Finance charge		\$	5755.83(6)
7 Total of payments - time balance (5 + 6)		\$	29483.49(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 

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.

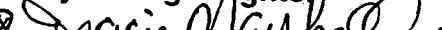
See back for other important agreements.

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 

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.

07/29/06

N/A

Buyer Signs 

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

BUS MGR

Title

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

BUS MGR

Seller

By

Title

Seller

By

Title

109 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 THE 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 Cimac 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

5
FILED
013:30 pm
FEB 04 2009
WAS
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

____ Day of _____ 2009



Chester A. Hawkins
Sheriff

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

GMAC, LLC

Plaintiff No. 2007-2113-CD

vs. PRAECLPICE TO REINSTATE COMPLAINT

TRACIE MARSHALL

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

WWR#6354138 TIC

FILED Atty pd. 7.00
07/13/09
AUG 10 2009 1CC & 1 Compl.
S William A. Shaw
Prothonotary/Clerk of Courts Reinstated to
Sheriff
C60

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

GMAC, LLC

Plaintiff

vs.

Civil Action No. 2007-2113-CD

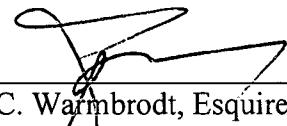
TRACIE MARSHALL

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

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

GMAC, LLC

Plaintiff

No. 2007-2013-CV

vs.

COMPLAINT IN CIVIL ACTION

TRACIE MARSHALL

Defendant

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 No.

vs. COMPLAINT IN CIVIL ACTION

TRACIE MARSHALL

Defendant FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
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
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 LYTHE RD
GLEN RICHEY PA 16837
CLIFFIELD



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.

Used or Used	Year	Make and Model	Vehicle Identification No.	XX Primary Use for Which Purchased
NEW	2006	CHEVROLET SILVERADO	3GCEK14V16G158380	<input checked="" type="checkbox"/> personal, family, or household <input type="checkbox"/> agricultural <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.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your downpayment of \$
8.90 %	\$ 5755.89	\$ 23727.51	\$ 29483.40	\$ 25546.81

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.

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)	\$ 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	\$ N/A	
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 \$	1924.97	
E Government license and/or registration fees \$	58.50	
F Government certificate of title fees (includes \$ 5. security interest recording fee) \$	27.50	
G Other charges (Seller must identify who is paid and describe amount) \$		

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.

CreditLife 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 N/A Term _____

Premium \$ _____
N/A

N/A (Insurance Company)

Net trade-in payoff to	(\$)	1165.97	Date
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 

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.

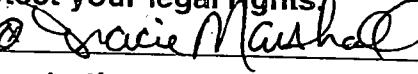
See back for other important agreements.

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 

Date

07/29/06

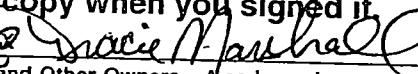
Co-Buyer Signs X

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.

07/29/06

N/A

Buyer Signs 

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

BUS MGR

Creditor Signs

CENTURY III CHEVROLET, I

Date

07/29/06

By X

Title

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

109 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
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 LM
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 C. 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
01/30/2010
JAN 19 2010
S*
William A. Shaw
Prothonotary/Clerk of Courts
WAS

Sworn to Before Me This

So Answers,

____ Day of _____ 2010

Chester A. Hawkins

Chester A. Hawkins
Sheriff

FILED

1:44Lm
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

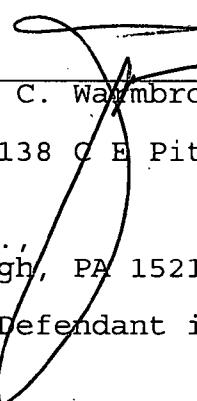
TO THE PROTHONTARY:

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. Warmbrodt, 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 LYTLE 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

OP

NOTICE OF JUDGMENT OR ORDER

TO: Plaintiff
 Defendant
 Garnishee

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

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.
 Entry of Judgment of
 Court Order
 Non-Pros
 Confession
 Default
 Verdict
 Arbitration Award

Prothonotary
By: Willie M. Blair cm
PROTHONOTARY (OR DEPUTY)

TRACIE MARSHALL
440 LYTHE 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.

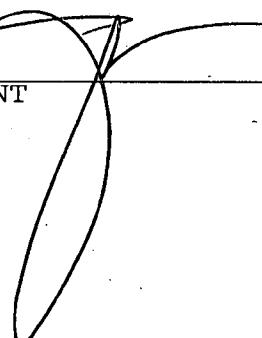
Affiant further states that based upon investigation it is the affiant's belief that the Defendant, TRACIE MARSHALL is not in military service.

Affiant further states that this belief is supported by the attached certificate from the Defense Manpower Data Center (DMDC), 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 LYCLE 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
CLEARFIELD 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

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

GMAC, LLC
Plaintiff

No. 2007-2113-CD

vs.

TRACIE MARSHALL
Defendant(s)

FIRST COMMONWEALTH BANK
Garnishee(s)

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

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.
M. Shaw \$20.00
JAN 20 2012
3CC 6 wnts
William A. Shaw
Prothonotary/Clerk of Courts to Sheriff
6K

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 \$ <u>139.00</u>

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

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

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

GMAC, LLC

Plaintiff

vs.

Civil Action No. 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 139.00
Prothonotary

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
M 10 2012
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 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.

INTERROGATORIES IN ATTACHMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VERIFICATION

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

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

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

(SIGNATURE)

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

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

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

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

S
FILED
01/54 cm
FEB 03 2012

William A. Shaw
Prothonotary/Clerk of Courts

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

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 JAY LENE R. STINER 1. Superusor

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

ADDRESS SERVED 14303 CIGARFIELD / Shawville Hwy CLEARFIELD, Pa
(Residence) 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 _____

So Answers: CHESTER A. HAWKINS, SHERIFF

SWORN TO BEFORE ME THIS

BY:

Deputy Jay Cussey
Deputy Signature

Deputy Nathan J. Cussey
Print Deputy Name

DAY OF 2012

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/	
TO: FIRST COMMONWEALTH BANK, Garnishee	INTERROGATORIES TO	
	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

So Answers,

____ Day of _____ 2012



Chester A. Hawkins
Sheriff

RECEIVED

FEB 02 2012

FILED

FEB 09 2012

William A. Shaw
Prothonotary/Clerk of Courts

Answer

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!

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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

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

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.

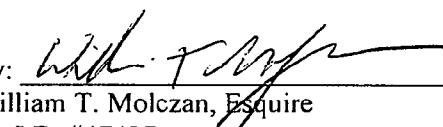
By: 
William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

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. Gamble
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN K. GAMBLE, NOTARY PUBLIC
INDIANA BOROUGH, INDIANA COUNTY
MY COMMISSION EXPIRES AUG. 13, 2015

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
M 1.02/6/12
FEB 24 2012
NO CC
GK

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 mark 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