

08-248-CD  
GE Money vs Sarah J. Dixon

**MATTEMAN, WEINROTH & MILLER, P.C.**

By: Alison B. Weinroth-Shaw, Esquire  
Attorney I.D. No.: 84407  
Land Title Building, Suite 2226  
Broad & Chestnut Streets  
Philadelphia, PA 19110  
(215) 923-2225

Our File No.: 00-70279-0

Plaintiff	COURT OF COMMON PLEAS CLEARFIELD COUNTY
GE MONEY BANK 332 Minnesota St., Ste. 610 Mail Stop F613D Saint Paul, MN 55101	<i>Atty pd m/12/01 \$95.00</i>
vs.	
Defendant	Case No.: 08-248-CD <i>ICC Atty 2cc Sheriff</i>
SARAH J. DIXON 910 Showers Road Du Bois, Pennsylvania 15801	CIVIL ACTION COMPLAINT

**CIVIL ACTION: (1. CONTRACT)**  
1060 - Contracts for Goods, Enforcement of Accounts  
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 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 judgement 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. 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 REDUCE FEE OR NO FEE.

**AVISO**

Le han demandado a usted en la corte. Si usted quiere defensas de estas demandas expuestas en las paginas siguientes, usted tiene veinte (2) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta ansestar una comparecencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la coret tomar medidas u puede continuar is demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantsntes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE. SI NO TIENE ABOGADO VAYA EN PERSONA O TELEFONA A LA OFICINA ESCRITA ABAJO. ESTA OFICINA LE PUEDE PROVEER INFORMACION SOBRE COMO CONTRATAR A UN ABOGADO.

SI USTED NO TIENE EL DINERO SUFFICIENTE PARA CONTRATAR A UN ABOGADO, LE PODEMOS DAR INFORMACION SOBRE AGENCIAS QUE PROVEEN SERVICIO LEGAL A PERSONAS ELEGIBLE PARA SERVICIOS A COSTO REDUCIDO O GRATUITO.

Clearfield County BAR ASSOCIATION/LAWYER REFERRAL SERVICE -

Pennsylvania Lawyer Referral Service

Pennsylvania Bar Association

PO Box 186

Harrisburg, PA 17108

(800) 692-7375

*May 12, 2008 Document*  
Reinstated/Reissued to Sheriff/Attorney  
for service.

*C. J. O.* GK  
Deputy Prothonotary

**MATTEMAN, WEINROTH & MILLER, P.C.**

By: Alison B. Weinroth-Shaw, Esquire  
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GE MONEY BANK 332 Minnesota St., Ste. 610 Mail Stop F613D Saint Paul, MN 55101	
vs.	Case No.:
Defendant	
SARAH J. DIXON 910 Showers Road Du Bois, Pennsylvania 15801	<b>CIVIL ACTION COMPLAINT</b>

Plaintiff, GE MONEY BANK, with an office located at 345 St. Peter Street Suite 1000 Saint Paul MN 55102, by way of Complaint against the above named Defendants says:

**COUNT I - BREACH OF CONTRACT**

1. Defendant, SARAH J. DIXON is an adult individual residing at 910 Showers Road, Du Bois, Pennsylvania 15801.
2. On or about October 6, 2006, Defendant executed and delivered to Plaintiff an Installment Financing Loan Contract and Security Agreement Consumer Note (herein "Agreement") under account number 12000100000600507. The sum of \$7,565.50 was issued as per the loan agreement with an interest rate of 13.90%.
3. Under the terms of the Agreement, a copy of which is attached hereto and made a part hereof, the Defendant was required to make prompt and regular payments.
4. The Defendant is in default under the terms of the Note for failure to make monthly payments as they became due and owing and in accordance with the terms of the said agreement and is obligated to pay attorney fees incurred in collection proceedings.

The following amounts are due:

Principal (includes interest and late fees to November 26, 2007)	+	\$ 7,937.16
Attorney Fees	+	\$ 1,587.44
<b>TOTAL</b>		<b>\$ 9,524.60</b>

plus interest at 13.90% from 11/27/07 at \$3.02 per day.

**WHEREFORE**, Plaintiff demands Judgment against the Defendant, SARAH J. DIXON, in the amount of \$9,524.60 together with interest from 11/27/07 at \$3.02 per day and costs of suit.

**COUNT II - REPLEVIN**

1. Plaintiff incorporates Count I of the complaint as if more fully set forth herein.
2. On or about October 6, 2006, Defendant executed and delivered to Plaintiff an Installment Financing Loan Contract and Security Agreement Consumer Note (herein "Agreement") under account number 12000100000600507. The sum of \$7,565.50 was issued as per the loan agreement with an interest rate of 13.90%.
3. Pursuant to the terms of the Agreement, Plaintiff loaned the Defendant, SARAH J. DIXON \$7,565.50 for the purpose of the Defendant financing the purchase of a 2006 Yamaha, Model YFM700RVL, Vin #JY4AM07Y76C013483. (herein "all terrain vehicle").
4. By the terms of the Agreement, Plaintiff maintained a security interest in the subject all terrain vehicle.
5. On or about May 24, 2007, the Defendant defaulted under the terms of the Personal Loan Agreement by failing to make monthly payments when due.
6. Subsequently, Plaintiff gave notice to the Defendant demanding possession of the terrain vehicle. A copy of all notices are attached hereto.
7. Plaintiff is entitled to possession of the terrain vehicle by virtue of the Agreement and Certificate of Title.
8. The NADA retail value for the terrain vehicle at issue is \$4,480.00.

WHEREFORE, Plaintiff demands Judgment in Replevin against the Defendant, SARAH J. DIXON, demanding possession of a 2006 Yamaha, Model YFM700RVL, Vin JY4AM07Y76C013483.

**MATTLEMAN, WEINROTH & MILLER**

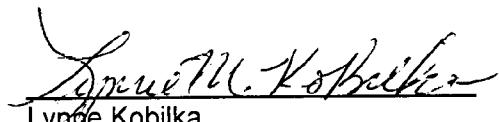
BY: 

**Alison B. Weinroth-Shaw, Esquire**  
Attorney for Plaintiff

**NOTICE PURSUANT TO FAIR DEBT COLLECTION PRACTICES ACT**

1. This communication is from a debt collector.
2. This is an attempt to collect a debt and any information obtained will be used for that purpose.
3. Unless you dispute the validity of this debt, or any portion thereof, within 30 days after receipt of this notice, the debt will be assumed to be valid by our offices.
4. If you notify our offices in writing within thirty (30) days of the receipt of this notice that the debt, or any portion thereof, is disputed, our offices will provide you with verification of the debt or copy of the Judgment against you, and a copy of such verification or Judgment will be mailed to you by our offices.

Ms. Kobilka; states that she is a representative for GE MONEY BANK, Plaintiff herein; that she is acquainted with the facts set forth in the foregoing Complaint; that the same are true and correct to the best of his/her knowledge, information and belief; and that this statement is made subject to the penalties of 18 Pa.C.A. section 4904 relating to unsworn falsification to authorities.



Lynne M. Kobilka  
Retail Litigation Specialist



10/04/2006 17:02 8144711005

EBENSBURG YAMAHA

PAGE 02/13

**YAMAHA INSTALLMENT FINANCING**  
**UTAH LOAN CONTRACT AND SECURITY AGREEMENT CONSUMER NOTE**  
**THE TERMS OF THIS CONTRACT ARE ON MULTIPLE PAGES**

FOR ACCOUNTING USE ONLY  
 ACCOUNT NUMBER

(Please Print)  
 Name(s) SARAH J DIXON  
 Address 910 SHOWERS RD  
 City DUBOIS State PA Zip Code 15801  
 Co-Borrower Name(s) \_\_\_\_\_

In this contract, "you" or "your" means all persons who sign this contract as borrower or co-borrower, jointly and severally, and "we," "us," "our," "GEMB" or "Lender" means GE Money Bank.

**1. PURCHASE MONEY LOAN AND SECURITY INTEREST:** This loan is made to finance the purchase of the unit, parts and accessories (collectively, "Unit") described in Section 3. You agree that the terms of this contract are shown on multiple pages of this contract and that the date and the numerical amounts shown below accurately reflect the details of your purchase and our agreement. You hereby grant us a purchase money security interest in the Unit to secure all unpaid amounts under this contract until all such amounts are paid in full.

You promise to pay us the Amount Financed shown in Section 6 below, along with simple interest at the contract rate of 13.90 % ("Contract Rate") and all other charges provided for under this contract, in accordance with the Payment Schedule shown in that Section. The amount shown in Section 6 as the Total of Payments is based on the assumption that all payments will be made on their scheduled due dates. The actual amount you pay may be more or less, depending on your payment habits. For example, your actual total payments will be less if we consistently receive your payments before the due date. Likewise, your actual total payments will be more if we consistently receive your payments late. The final payment due under this contract will be for all remaining amounts, including principal, interest and other accrued charges outstanding and unpaid.

**2. ASSIGNMENT:** We may assign your account and our rights under this contract to another financial institution or company without prior notice to you. That person will take our place under this contract. You may not assign any of your obligations under this contract without our express written agreement.

**3. DESCRIPTION OF UNIT PURCHASED:**

New	Used	Year	Make	Model	Unit Identification No.	Optional Extended Service Plan Term
X		2006	YAMAHA	YFM700RVE A340	JY4AM07Y76C013483	12

**4. OPTIONAL EXTENDED SERVICE PLAN:** If the blanks in this subsection are filled in, you have elected to purchase an Optional Extended Service Plan for a term as specified in section 3 of this contract at the total cost of \$ 450.00 (as shown in Section 5 of this contract). This extended service plan is a contract for the repair of certain major mechanical breakdowns and to cover some other related expenses. (See the terms of your Extended Service Plan for details.)

**5. ITEMIZATION OF AMOUNT FINANCED:**

**1. Amount Paid to Others on Your Behalf:**

A. To <u>EBENSBURG YAMAHA</u> (insert dealer name)	
1. For Unit	\$ 6,600.00
2. Accessories	\$ 50.00
3. Dealer Document Preparation Fee	\$ 50.00
4. Less Down Payment/ Trade-In Amount	(\$ 423.00)
5. Sales Tax	\$ 22.50

To EBENSBURG YAMAHA for  
(Optional Extended Service Plan) \$ 450.00  
Dealer may be retaining a portion of this amount.

**B. To public officials:**

1. Title Fees	\$ 22.50
2. License Fees	\$ 20.00
3. Registration Fee	\$ 20.00

4. Lic. Notation Fees \$ \_\_\_\_\_  
 5. Filing Fees \$ \_\_\_\_\_  
 6. DOC Stamp Fees \$ \_\_\_\_\_

C. To \_\_\_\_\_  
 for \_\_\_\_\_ \$ \_\_\_\_\_

2. To Lender  
 1. Origination Fees \$ \_\_\_\_\_  
 2. \_\_\_\_\_ \$ \_\_\_\_\_  
 3. \_\_\_\_\_ \$ \_\_\_\_\_

3. Amount Financed (1A+B+C) \$ 7,565.50

Initials SJD

Initials \_\_\_\_\_

10/04/2006 17:02 814471005

EBENSBURG YAMAHA

PAGE 03/13

## 6. TRUTH IN LENDING ACT DISCLOSURES:

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate. 13.90 %	The dollar amount the credit will cost you. \$ 3,029.90	The amount of credit provided to you or on your behalf. \$ 7,565.50	The amount you will have paid after you have made all payments as scheduled. \$ 10,595.40

## Payment Schedule: Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due, Monthly Beginning
60	\$ 176.59	11/20/2006
	\$	
	\$	

Prepayment: There is no penalty or fee for prepayment of this loan. If you pay off early you will not have to pay a penalty. You will not be entitled to a refund of part of the finance charge.

Security: You are giving us and we are retaining a purchase-money security interest in the Unit being purchased with the proceeds of this contract.

Late Charges: If a payment is not paid in full within 10 days after its scheduled due date, you will be charged the greater of \$35 or 5% of the payment amount.

Assumption: If you subsequently sell the Unit(s) being purchased, the subsequent purchaser may not assume this obligation on its original terms.

Other Terms: See your contract terms for additional information about security interests, nonpayment, default and our right to require repayment in full before the scheduled maturity date.

## Promotion:

Interest to begin accruing 30 days prior to first payment date indicated in section 6

See Promotional Rider attached for promotion details.

## 7. RETURNED CHECK CHARGE: We may impose a Returned Check Charge of \$25 if any check or other item submitted to us in payment of your Loan is returned to us unpaid.

8. ADDITIONAL PAYMENT, DEFAULT AND PREPAYMENT PROVISIONS: All monthly payments are to be made to the address provided by us on the statement which you will receive. If we accept any monthly payment after the date it is due, this will not affect the due dates of any other amounts due under this contract, nor will it act as an extension of time for payments of any amounts then remaining unpaid. It will also not modify any of our rights under this contract. Receipt of a statement is not a requirement to make a payment.

Subject to any restrictions under applicable law, you can and will be in default if you (i) fail to pay any monthly payment when due; (ii) break any other terms of this contract; or (iii) become the subject of bankruptcy or insolvency proceedings. Upon default, besides collecting late charges according to the terms of Section 6, we may, subject to any notice of default and right to cure default required by applicable law, accelerate payment of the entire balance. We may begin a lawsuit for collection of this amount and you agree to pay reasonable attorneys' fees, court costs and disbursements when and as permitted by applicable law if this contract is referred for collection to any attorney who is not our salaried employee.

Interest will accrue on a simple interest basis by multiplying your outstanding principal balance times a daily periodic rate times the actual number of days the balance is outstanding (except as modified by a promotion as indicated in this contract). The daily periodic rate will be the Contract Rate shown in Section 1 divided by the number of days in the year. You may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by us in writing, relieve you of your obligation to continue to make payments in accordance with the payment schedule. Rather, such early payments will reduce the principal balance due, and may result in you making fewer payments.

## 9. INSURANCE:

A. Required Physical Damage Property Insurance: Until your Loan is fully paid, you are required to have and maintain, at your expense, insurance against theft of, and physical damage to, the Unit, and to furnish us with satisfactory initial and updated evidence of such insurance. It must also include a loss payable clause protecting our interests, and provide for 10 day notice of cancellation to us. You have the right to obtain such insurance through any person of your choice.

B. We, or our designee, may investigate whether you are complying with your obligation to obtain the insurance provided above. If you do not provide us with evidence of the insurance coverage required by this contract, or if you fail to maintain the insurance as required, we may purchase substitute insurance at your expense to protect our interests in the Unit. The insurance we purchase need not protect your interests, and may not pay any claim that you make or any claim that is made against you in connection with the Unit. The insurance we purchase may also be substantially more expensive and may provide less coverage than the insurance you could obtain on your own. If we purchase substitute insurance, you will be responsible, except as restricted by applicable law, for the costs of that insurance, including the insurance premium, interest thereon at the lesser of the Contract Rate set forth in this contract and any other charges we may impose in connection with the placement of the insurance. Unless prohibited by applicable law, we may add these costs to your total outstanding balance or we may charge you separately for those costs. The insurance we obtain may be procured through an agency affiliated with us and, unless prohibited by applicable law, that agency may receive commissions or other payments in connection with the placement of such substitute insurance. You may cancel any substitute insurance we purchased, but only after providing us with evidence that you have obtained insurance as required by this contract.

10. REPOSSESSION: If you default under this contract, we may also have the right, as permitted by applicable law, to repossess the Unit. In the event of such repossession, any personal property of yours in or attached to the Unit which is not subject to our security interest may be held by us without liability. Unless you make a written demand on us for the return of such personal property within 10 days (or any longer period required by applicable law) of repossession, you will lose any right to reclaim it from us, except as applicable law otherwise provides. After we repossess the Unit, it may be sold at public or private sale, as provided for by applicable law, and the proceeds received from the sale will be applied to your balance after deducting expenses allowed by law. We will pay you any surplus resulting from a resale of the repossessed Unit, and you will pay us any deficiency when and as permitted by applicable law.

10/04/2006 17:02 8144711005

EBENSBURG YAMAHA

PAGE 04/13

**11. CREDIT REPORTS AND LOAN INFORMATION:** The Lender is authorized to obtain credit reports on you to investigate your credit record at the time of your application and from time to time thereafter to confirm your credit record as long as your account or loan remains open, or is closed with an unpaid balance. The Lender also is authorized to verify your credit, employment and income references, and to obtain such other information as the Lender deems in connection with your application and the periodic review of your account or loan. You also agree that in addition to reviewing your application and account or loan, the Lender may use the credit reports and other information for other purposes, including considering you for additional products and services that are offered by the Lender directly or by the Lender's affiliates. The Lender also is authorized to give consumer reporting agencies (credit bureaus) and others information regarding the Lender's credit experience with you. If you believe that we have information about you that is inaccurate or that we have reported or may report inaccurate information about you to a consumer reporting agency, please contact us at the following address: Yamaha/GEMB, c/o 332 Minnesota St., Suite 610, St. Paul, MN 55101. In so doing, please identify the specific information and tell us why you believe it is inaccurate. If you have a copy of the credit report that includes the information you believe is inaccurate, please send a copy of that report to us when you contact us.

**12. USE OF INFORMATION ABOUT YOU AND YOUR LOAN:** You authorize and direct us to furnish information about you and your Loan to Yamaha Motor Corporation U.S.A. (and its affiliates), and to the dealer through whom you applied for your Loan, for use in connection with the Yamaha Installment Financing, including to create and update their customer records for you, to assist them in better serving you, and to provide you with notices of special promotions and tailored offerings. In addition, you agree to the use of information about you and your Loan described in the attached Privacy Policy.

**13. DISPUTED AMOUNTS:** All written communications concerning disputed amounts, including any check or other payment instrument that (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount, or (ii) is tendered with other conditions or limitations, must be mailed or delivered to us at Yamaha/GEMB, c/o 332 Minnesota Street, Suite 610, St. Paul, MN 55101, not the payment address. Without losing any of our rights under this contract, we may accept partial payments, without prejudice to our rights, even if you indicate that such payments represent payment in full of your loan.

**14. TELEPHONE MONITORING:** You agree that, to ensure our commitment to customer service, on occasion your calls to us may be monitored for training and quality control purposes. All calls you make to us are treated confidentially.

**15. GOVERNING LAW: THIS CONTRACT AND YOUR LOAN, AND ANY CLAIM, DISPUTE OR CONTROVERSY ARISING FROM OR RELATING TO THIS CONTRACT OR YOUR LOAN, WHETHER BASED ON CONTRACT, TORT, FRAUD AND OTHER INTENTIONAL TORTS, CONSTITUTIONS, STATUTE, COMMON LAW AND/OR EQUITY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF UTAH (WITHOUT REGARD TO INTERNAL PRINCIPLES OF CONFLICT OF LAWS) AND APPLICABLE FEDERAL LAW. THE LEGALITY, ENFORCEABILITY AND INTERPRETATION OF THIS CONTRACT AND THE AMOUNTS CONTRACTED FOR, CHARGED AND RECEIVED UNDER THIS CONTRACT WILL BE GOVERNED BY SUCH LAWS. THIS CONTRACT IS ENTERED INTO BETWEEN YOU AND US IN UTAH. WE MAKE DECISIONS ABOUT GRANTING CREDIT TO YOU, AND EXTEND CREDIT TO YOU UNDER THIS CONTRACT, FROM UTAH.**

**16. ARBITRATION PROVISION:** This Arbitration Provision sets forth the circumstances and procedures under which a Claim or Claims (as defined below) may be arbitrated instead of litigated in court. This Arbitration Provision supersedes and replaces any existing arbitration provision between you and us. This Arbitration Provision does not apply in PR.

As used in this Arbitration Provision, the term "Claim" or "Claims" means any claim, dispute or controversy between you and us arising from or relating to this contract (the "Contract"), any prior agreement that you may have had with us or the relationships resulting from the Contract or any prior agreement, including the validity, enforceability or scope of this Arbitration Provision, the Contract or any prior agreement. "Claim" or "Claims" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, constitutions, statute, regulations, common law and equity (including any claim for injunctive or declaratory relief). The term "Claim" or "Claims" is to be given the broadest possible meaning and includes, by way of example and without limitation, any claim, dispute or controversy between you and us that arises from or relates to (a) the Contract or any prior agreement, or any balances pursuant to the Contract, (b) the goods or services (including insurance or extended service contracts, if any) financed by the Contract, (c) advertisements, promotions or oral or written statements related to the Contract, the goods or services financed under the Contract or the terms of financing, (d) your application for financing evidenced by the Contract and (e) the origination or servicing of your account evidenced by the Contract or the prior agreement and the collection of amounts owed by you to Lender or any successor.

This Arbitration Provision will not apply to Claims previously asserted, or which are later asserted, in lawsuits filed before the effective date of this Arbitration Provision or any prior arbitration provision between you and lender, whichever is earlier. However, this Arbitration Provision will apply to all other Claims, even if the facts and circumstances giving rise to the Claims existed before the effective date of this Arbitration Provision.

Upon your or our delivery of a written notice to the other party, including a written notice after the commencement of a lawsuit contained in court filings in any such lawsuit, any Claim shall be resolved by arbitration pursuant to this Arbitration Provision and the applicable rules of either the American Arbitration Association ("AAA"), JAMS, or the National Arbitration Forum ("NAP") in effect at the time the Claim is filed. You may select one of these organizations to serve as the arbitration administrator if you initiate an arbitration against us or if either you or we compel arbitration of a Claim which the other party has brought in court. In addition, if we intend to initiate an arbitration against you, we will notify you in writing and give you 20 days to select one of these organizations to serve as the arbitration administrator; if you fail to select an administrator within that 20-day period, we will select one. In all cases, the arbitrator(s) should be a lawyer with more than 10 years of experience or a retired judge. If for any reason the selected organization is unable or unwilling or ceases to serve as the arbitration administrator, you will have 20 days to select a different administrator from the above list; if you fail to select a different administrator within the 20-day period, we will select one. In all cases, with respect to Claims covered by this Arbitration Provision, a party who has asserted a Claim in a lawsuit in court may elect arbitration with respect to any Claim(s) subsequently asserted in that lawsuit by any other party or parties.

We agree that we will not elect to arbitrate an individual Claim that you bring against us in small claims court or your state's equivalent court, if any; however, if that Claim is transferred or appealed to a different court, we reserve our right to elect arbitration.

Notwithstanding any other provision herein, this Arbitration Provision will not apply to our use of judicial or nonjudicial relief to enforce the security agreement relating to the Unit. Such judicial relief may take the form of a lawsuit or a pre-judgment remedy. A pre-judgment remedy may include, but is not limited to, repossession of the Unit. The institution and maintenance of an action for judicial relief in a court or the use of nonjudicial relief to repossess any collateral or to enforce the security agreement shall not constitute a waiver of the right of any party to compel arbitration regarding any other claim.

**IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION, EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION. THE FEES CHARGED BY THE ARBITRATION ADMINISTRATOR MAY BE GREATER THAN THE FEES CHARGED BY A COURT.**

10/04/2006 17:02 8144711005

EBENSBURG YAMAHA

PAGE 05/13

## 16. ARBITRATION PROVISION CONTINUED:

There shall be no authority for any Claims to be arbitrated on a class action basis. Furthermore, Claims brought by or against one buyer (or co-buyers or any cosigner) may not be joined or consolidated in the arbitration with Claims brought by or against any other buyer (or co-buyers or any cosigner). Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will pay all fees up to \$2,500 charged by the arbitration administrator for Claim(s) asserted by you in the arbitration, after you have paid an amount equivalent to the fee, if any, for filing such Claim(s) in state or federal court (whichever is less) in the judicial district in which you reside. (If you have already paid a filing fee for asserting the Claim(s) in court, you will not be required to pay that amount again.) If you are required to pay any fees in excess of \$2,500 to the arbitration administrator ("additional fees"), we will consider a request by you to pay all or part of the additional fees. To the extent that we do not approve your request, if the arbitrator issues an award in your favor, we will still reimburse you for additional fees paid or owed by you to the arbitration administrator as follows: (1) in the case of additional fees calculated on the basis of the dollar amount of your Claim or the value of the relief you sought, we will reimburse you in an amount equal to the fees you would have paid if the dollar amount of your Claim or the value of the relief you sought had been the amount or value of the award granted in your favor and (2) in the case of other additional fees that were not calculated on the basis of the dollar amount of your Claim or the value of the relief you sought, we will reimburse you for the amount of such additional fees. However, if applicable law requires us to reimburse you for any greater amount(s), the applicable law will control. If the arbitrator issues an award in our favor, you will not be required to reimburse us for any of the fees we have previously paid to the administrator or for which we are responsible. Each party shall bear the expense of that party's attorneys', experts' and witness fees, regardless of which party prevails in the arbitration, unless applicable law and/or this Agreement gives a party the right to recover any of those fees from the other party. Notwithstanding the foregoing, if the arbitrator determines that any Claim or defense (or the amount of any Claim) is frivolous or is wrongfully intended to oppress the other party, the arbitrator may impose on the party making the frivolous or oppressive Claim or defense, and/or on such party's counsel, any fees and expenses reasonably incurred by the other party as a result to the extent such fees and expenses could properly be imposed on such party or counsel under Rule 11 of the Federal Rules of Civil Procedure and to the extent such imposition is consistent with applicable law.

This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"). 9 U.S.C. Sections 1 et seq. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the award. In conducting the arbitration proceeding, the arbitrator shall not apply the federal or any state rules of civil procedure or rules of evidence. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA and except that, if the amount in controversy exceeds \$100,000, any party can appeal the award to a three-arbitrator panel administered by the arbitration administrator which shall reconsider de novo any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. The costs of such an appeal will be borne by the appealing party regardless of the outcome of the appeal provided that we will consider in good faith any request for us to bear all or any part of such fees if you are the appealing party.

As solely used in this Arbitration Provision, the terms "we" and "us" shall for all purposes mean GE Money Bank, Yamaha Motor Corporation U.S.A., the Dealer from whom you purchased the Unit and all of their respective parents, wholly or majority owned subsidiaries, affiliates, predecessors, successors, assigns, employees, officers and directors.

This Arbitration Provision shall survive termination of the Contract as well as the repayment of all amounts borrowed hereunder. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any law or statute consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision or the Agreement. In the event of a conflict or inconsistency between the applicable arbitration rules and this Arbitration Provision, this Arbitration Provision shall govern.

## Contracting Arbitration Administrators

If you have a question about the arbitration administrators mentioned in this Arbitration Provision or would like to obtain a copy of their arbitration rules or fee schedules, you can contact them as follows: American Arbitration Association, 335 Madison Avenue, New York, NY 10017, [www.adr.org](http://www.adr.org), (800) 778-7879, Arbitration Rules for the Resolution of Consumer-Related Disputes (applicable to requests for arbitration filed by a consumer involving a claim under \$10,000) or Commercial Arbitration Rules (for all other claims); JAMS, 45 Broadway, 28th Floor, New York, NY 10006, [www.jamsadr.com](http://www.jamsadr.com), (800) 352-5267, Financial Services Arbitration Rules and Procedures; National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, [www.arb-forum.com](http://www.arb-forum.com), (800) 474-2371, Code of Procedure.

17. OBLIGATION REGARDING UNIT: You understand that you are responsible, at your expense, to keep the Unit in good operating order, repair and condition. You shall not abandon the Unit or use it for retail or commercial purposes. You shall not garage the Unit at any address other than the address shown on the front of this contract without our written consent. You shall not sell the Unit or transfer or assign any interest in it without our written consent. The security interest you are giving us in the Unit shall come ahead of any other claim and you shall defend it as such. You agree to sign any additional documents or provide us with documentation we require to ensure our claim to the Unit is ahead of any other claim. You agree to pay all liens, taxes, and assessments on the Unit. If you fail to do so, we may do so on your behalf. If we do, unless prohibited by applicable law, you will reimburse us for the cost of doing so or we may add the cost with interest at the highest lawful contract rate to your indebtedness.

18. POWER OF ATTORNEY: You authorize us to sign and file, on your behalf, any titling, certificate of ownership, financing statement or amendment regarding the Unit to ensure proper security interest perfection or to obtain duplicate certificates of ownership.

19. DEALER COMPENSATION: We may compensate the seller from whom you purchased the Unit (the "Dealer") in connection with the Dealer's activities in facilitating this Loan Contract.

20. FINAL AGREEMENT; NO WAIVER BY US; OTHER TERMS: This contract is the final expression of the credit agreement between you and us and may not be contradicted by evidence of any prior or contemporaneous oral credit agreement between you and us. Any modification to this contract must be in writing and signed or approved by us. We may decide not to impose part or all of any fee or other amount imposed pursuant to this contract or not to exercise any of our other rights under this contract without affecting any of our rights to act or to avoid acting in the future. Without limiting the foregoing, we may, at our option, release any other person responsible under this contract without notifying any other obligor and without releasing you from your obligation to pay all amounts owing under this contract in full or otherwise to perform the terms and conditions of this contract. Every person who signs, co-signs, guarantees or endorses this contract, to the fullest extent allowed by applicable law, waives presentment, demand for payment, protest and notice of dishonor. If any provision of this contract is determined to be void or unenforceable under applicable law, rule or regulation, all other provisions of this contract will still be valid and enforceable.

21. NEW JERSEY RESIDENTS: Because certain provisions of this contract are subject to applicable law, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable within New Jersey.

## 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 WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

10/04/2006 17:02 8144711005

EBENSBURG YAMAHA

PAGE 06/13

**NOTICE TO CONSUMER/CUSTOMER:** 1. Do not sign this agreement before you read it or if it contains any blank spaces, even if otherwise advised. 2. You are entitled to an exact, completely filled in copy of this agreement. Keep it to protect your legal rights. 3. You have the right to pay in advance the unpaid balance at any time without penalty and, under certain conditions, to obtain a partial refund of the finance charge.

**ABOUT YOUR ANNUAL PERCENTAGE RATE OF FINANCE CHARGE:** The Annual Percentage Rate may be negotiated with the Dealer. We may pay part of the Finance Charge to the Dealer.

**NOTICE TO CONSUMER:** YOU ACKNOWLEDGE THAT THIS LOAN AGREEMENT CONTAINS AN ARBITRATION PROVISION WHICH MAY SUBSTANTIALLY LIMIT YOUR RIGHTS AND UNDER WHICH CERTAIN DISPUTES (AS DESCRIBED IN THE ARBITRATION PROVISION) BETWEEN YOU AND US AND CERTAIN OTHER PARTIES MAY BE RESOLVED BY BINDING ARBITRATION RATHER THAN BY A JUDGE OR JURY. You acknowledge receipt of the GEMB Privacy Policy.

Lender GE Money Bank

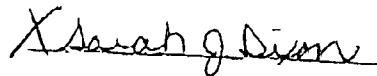


Signs Here By \_\_\_\_\_  
 (Authorized Representative - Vice President) \_\_\_\_\_ Date \_\_\_\_\_

Service Center's Address: Yamaha / GEMB  
 c/o 312 Minnesota Street, Suite 610  
 St. Paul, MN 55101

By signing below borrower(s) agrees to the terms of this contract contained in five pages and acknowledge receipt of signed complete copy of this contract.

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.



10/6/06  
 Date \_\_\_\_\_

Date \_\_\_\_\_

1 Copy - Lender

1 Copy - Dealer

1 Copy - Customer

12000 10000 600 507

**COMMONWEALTH OF PENNSYLVANIA**  
**DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES**

**CERTIFICATE OF TITLE FOR AN ALL-TERRAIN VEHICLE**

*Issued in accordance with Section 7712 1 of the Vehicle Code, Title 75, Pennsylvania Consolidated Statutes*

NAME SARAH J DIXON  
 ADDRESS 910 SHOWERS RD  
 DU BOIS PA 15801-6680

A399612 TITLE NUMBER	2006 YEAR	YAMAHA MAKE OF ALL TERRAIN VEHICLE	
JY4AM07Y76C013483 VEHICLE IDENTIFICATION NUMBER		1 CLASS	YFM700RVL MODEL
11/27/2006 DATE OF ISSUE	11/27/2006 DATE OF ORIGINAL TITLE	DUPLICATE TITLE <input type="checkbox"/> SATISFIED <input type="checkbox"/> RELEASED DATE	
FIRST SECURED PARTY NAME GE MONEY BANK ADDRESS 332 MINNESOTA ST SUITE 610 SAINT PAUL MN 55101-1314		BY AUTHORIZED REPRESENTATIVE <input type="checkbox"/> SATISFIED <input type="checkbox"/> RELEASED DATE	
SECOND SECURED PARTY NAME ADDRESS		BY AUTHORIZED REPRESENTATIVE <input type="checkbox"/> SATISFIED <input type="checkbox"/> RELEASED DATE	

I certify that reasonable diligence has been used in examining the statement presented in the Application for Certificate of Title to the All-Terrain Vehicle described hereon, and that the proof of ownership of said vehicle presented with said application warrants the issuance of this certificate naming the applicant as lawful owner of said vehicle. Wherefore, I certify that as of the date inscribed hereon, the official records of the Pennsylvania Department of Conservation and Natural Resources reflect that said applicant is the lawful owner of said All-Terrain Vehicle.

*Michael J. Brandin*  
SECRETARY OF DEPARTMENT OF  
CONSERVATION & NATURAL RESOURCES

KEEP IN A SAFE PLACE — ANY ALTERATION OR ERASURE VOIDS THIS TITLE

8100-FM-FR0100 8/2001

595234

NOD-1  
Multi-StateNOTICE OF DEFAULT AND  
OPPORTUNITY TO CURE DEFAULT

Date of Notice: 05/24/2007

SARAH J DIXON  
712 N RAILROAD AVE, APT 11  
PORTAGE, PA 15946-0000GE Money Bank  
PO Box 981127  
El Paso, TX 79998-1127  
1-866-405-9644  
(6:00am-5:00pm MST Monday-Friday)

Account No.: XXXXXXXXXXXXXXX0507

Brief Identification of Credit Transaction: ATV 2006 YAMAHA  
JY4AM07Y76C013483

You are now in default on this credit transaction. If you correct the default within 10 days from the Date of Notice, by paying the Total Due set forth below, you may continue with the contract as though you did not default.

Your Total Due in default is: \$227.77

Cure of default: Within 10 days from the Date of Notice, you may cure your default by sending \$227.77 to:

GE Money Bank  
PO Box 530912  
Atlanta, GA 30353-0912

You may cure your default by sending the amount of \$227.77 on or before 10 days from the date of this Notice to GE Money Bank, PO Box 530912, Atlanta, GA 30353-0912. Only full payment of the delinquency will cure the default. Any partial payments made may be retained and applied to your account, but will not cure the default.

Creditor's rights: If you do not correct your default in the time allowed, we may exercise our rights against you under law by taking legal action to repossess the 2006 YAMAHA JY4AM07Y76C013483 ATV. If an attorney is retained to handle litigation arising from the repossession, you will be liable for these attorneys' fees under the terms of the contract and as permitted by applicable law.

If you have any questions, write or telephone GE Money Bank at the number stated above promptly.

If this default was caused by your failure to make a payment or payments, and you want to pay by mail, send a check or money order. Do not send cash.

Note: This letter and all subsequent communications (written and/or oral) are issued as part of an attempt to collect a debt and any information obtained will be used for that purpose.

GE MONEY BANK

**MATTEMAN, WEINROTH & MILLER**

By: Alison B. Weinroth-Shaw, Esquire

Atty ID#: 84407

Suite 2226, Land Title Building

Broad & Chestnut Streets

Philadelphia, PA 19110

(215) 923-2225

Attorneys for Plaintiff

Our file number: 00-68854-1

=====

Plaintiff(s)

COURT OF COMMON PLEAS

Clearfield County

**GE MONEY BANK**

Case No.: 2008-248-CD

vs.

Defendant(s)

**SARAH J. DIXON**

=====

**PRAECIPE TO REINSTATE**

**TO THE PROTHONOTARY:**

Kindly reinstate the Complaint with regard to the above captioned matter.

MATTEMAN, WEINROTH & MILLER

By:



\_\_\_\_\_  
Alison Weinroth Shaw, Esquire  
ID NO.: 84407

FILED Atty pd. \$7.00  
MAY 18 2008  
MAY 27 2008 No CC

William A. Shaw  
Prothonotary/Clerk of Courts  
(Compl. Reinstated  
to Atty  
OK)

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

Service # 1 of 1 Services

Sheriff Docket # **103754**

GE MONEY BANK

Case # 08-248-CD

VS.

SARAH J. DIXON

TYPE OF SERVICE COMPLAINT IN REPLEVIN

**SHERIFF RETURNS**

NOW June 20, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN REPLEVIN "NOT FOUND" AS TO SARAH J. DIXON, DEFENDANT. ACCORDING TO MOTHER, MOVED TO TEXAS, NO ADDRESS.

SERVED BY: /

**Return Costs**

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	MATTLEMAN	402114	10.00
SHERIFF HAWKINS	MATTLEMAN	402114	52.38

Sworn to Before me This

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

0/3:00 pm  
JUN 20 2008  
LM

So Answers, William A. Shaw  
Prothonotary/Clerk of Courts

*Chester A. Hawkins*  
*by Marilynn Hamps*  
Chester A. Hawkins  
Sheriff

MATTELMAN, WEINROTH & MILLER, P.C.  
By: Alison B. Weinroth-Shaw, Esquire  
Attorney I.D. No.: 84407  
Land Title Building, Suite 2226  
Broad & Chestnut Streets  
Philadelphia, PA 19110  
(215) 923-2225

Handwritten text: "Handwritten signature over and above the typed or printed original statement of claim."

FER 11 2002

Our File No.: 00-70279-0

Attest.

5-1-2002  
S. C.

Plaintiff

GE MONEY BANK  
332 Minnesota St., Ste. 610  
Mail Stop F613D  
Saint Paul, MN 55101

vs.

Defendant

SARAH J. DIXON  
910 Showers Road  
Du Bois, Pennsylvania 15801

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

Case No.: 08-248-CD

CIVIL ACTION COMPLAINT

**CIVIL ACTION: (1. CONTRACT)**  
1060 - Contracts for Goods, Enforcement of Accounts  
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 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 judgement 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. 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 REDUCE FEE OR NO FEE.

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentarse una comparecencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Se avisa que si usted no se defiende, la corte tomará medidas u puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO VAYA EN PERSONA O TELEFONA A LA OFICINA ESCRITA ABAJO. ESTA OFICINA LE PUEDE PROVER INFORMACION SOBRE COMO CONTRATAR A UN ABOGADO.

SI USTED NO TIENE EL DINERO SUFFICIENTE PARA CONTRATAR A UN ABOGADO, LE PODEMOS DAR INFORMACION SOBRE AGENCIAS QUE PROVEEN SERVICIO LEGAL A PERSONAS ELEGIBLE PARA SERVICIOS A COSTO REDUCIDO O GRATUITO.

Clearfield County BAR ASSOCIATION/LAWYER REFERRAL SERVICE -

Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
PO Box 186  
Harrisburg, PA 17108  
(800) 692-7375

**MATTEMAN, WEINROTH & MILLER, P.C.**

By: Alison B. Weinroth-Shaw, Esquire  
Attorney I.D. No.: 84407  
Land Title Building, Suite 2226  
Broad & Chestnut Streets  
Philadelphia, PA 19110  
(215) 923-2225

Our File No.: 00-70279-0

Plaintiff	COURT OF COMMON PLEAS Clearfield County
GE MONEY BANK 332 Minnesota St., Ste. 610 Mail Stop F613D Saint Paul, MN 55101	
vs.	Case No.:
Defendant	
SARAH J. DIXON 910 Showers Road Du Bois, Pennsylvania 15801	CIVIL ACTION COMPLAINT

Plaintiff, GE MONEY BANK, with an office located at 345 St. Peter Street Suite 1000 Saint Paul MN 55102, by way of Complaint against the above named Defendants says:

**COUNT I - BREACH OF CONTRACT**

1. Defendant, SARAH J. DIXON is an adult individual residing at 910 Showers Road, Du Bois, Pennsylvania 15801.
2. On or about October 6, 2006, Defendant executed and delivered to Plaintiff an Installment Financing Loan Contract and Security Agreement Consumer Note (herein "Agreement") under account number 12000100000600507. The sum of \$7,565.50 was issued as per the loan agreement with an interest rate of 13.90%.
3. Under the terms of the Agreement, a copy of which is attached hereto and made a part hereof, the Defendant was required to make prompt and regular payments.
4. The Defendant is in default under the terms of the Note for failure to make monthly payments as they became due and owing and in accordance with the terms of the said agreement and is obligated to pay attorney fees incurred in collection proceedings.

The following amounts are due:

Principal (includes interest and late fees to November 26, 2007)	+	\$ 7,937.16
Attorney Fees	+	\$ 1,587.44
<b>TOTAL</b>		<b>\$ 9,524.60</b>

plus interest at 13.90% from 11/27/07 at \$3.02 per day.

**WHEREFORE**, Plaintiff demands Judgment against the Defendant, SARAH J. DIXON, in the amount of \$9,524.60 together with interest from 11/27/07 at \$3.02 per day and costs of suit.

**COUNT II - REPLEVIN**

1. Plaintiff incorporates Count I of the complaint as if more fully set forth herein.
2. On or about October 6, 2006, Defendant executed and delivered to Plaintiff an Installment Financing Loan Contract and Security Agreement Consumer Note (herein "Agreement") under account number 12000100000600507. The sum of \$7,565.50 was issued as per the loan agreement with an interest rate of 13.90%.
3. Pursuant to the terms of the Agreement, Plaintiff loaned the Defendant, SARAH J. DIXON \$7,565.50 for the purpose of the Defendant financing the purchase of a 2006 Yamaha, Model YFM700RVL, Vin #JY4AM07Y76C013483. (herein "all terrain vehicle").
4. By the terms of the Agreement, Plaintiff maintained a security interest in the subject all terrain vehicle.
5. On or about May 24, 2007, the Defendant defaulted under the terms of the Personal Loan Agreement by failing to make monthly payments when due.
6. Subsequently, Plaintiff gave notice to the Defendant demanding possession of the terrain vehicle. A copy of all notices are attached hereto.
7. Plaintiff is entitled to possession of the terrain vehicle by virtue of the Agreement and Certificate of Title.
8. The NADA retail value for the terrain vehicle at issue is \$4,480.00.

WHEREFORE, Plaintiff demands Judgment in Replevin against the Defendant, SARAH J. DIXON, demanding possession of a 2006 Yamaha, Model YFM700RVL, Vin JY4AM07Y76C013483.

**MATTLEMAN, WEINROTH & MILLER**

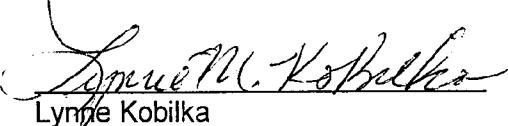
BY: 

**Alison B. Weinroth-Shaw, Esquire**  
Attorney for Plaintiff

**NOTICE PURSUANT TO FAIR DEBT COLLECTION PRACTICES ACT**

1. This communication is from a debt collector.
2. This is an attempt to collect a debt and any information obtained will be used for that purpose.
3. Unless you dispute the validity of this debt, or any portion thereof, within 30 days after receipt of this notice, the debt will be assumed to be valid by our offices.
4. If you notify our offices in writing within thirty (30) days of the receipt of this notice that the debt, or any portion thereof, is disputed, our offices will provide you with verification of the debt or copy of the Judgment against you, and a copy of such verification or Judgment will be mailed to you by our offices.

Ms. Kobilka, states that she is a representative for GE MONEY BANK, Plaintiff herein; that she is acquainted with the facts set forth in the foregoing Complaint; that the same are true and correct to the best of his/her knowledge, information and belief; and that this statement is made subject to the penalties of 18 Pa.C.A. section 4904 relating to unsworn falsification to authorities.

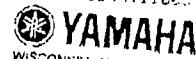


Lynne M. Kobilka  
Lynne Kobilka  
Retail Litigation Specialist

10/04/2006 17:02 81-14711001

Ebensburg Yamaha

PAGE 13/13



35738

WISCONSIN: No provision of any marital property agreement, unilateral statement under Section 766.69 Wis. Stats., or court decree under Section 766.70 adversely affects the interests of the creditor unless the creditor, prior to the time the credit is granted or an open-end credit plan is entered into, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision. MARRIED WISCONSIN APPLICANTS: If you are applying for INDIVIDUAL credit or JOINT credit with someone who is not your spouse, complete your and your spouse's information on this Application.

Amount \$ 17,151.50  
Financed \$ 17,151.50

APPLICATION MUST BE SIGNED. PLEASE PRINT CLEARLY

Applicant

First Name: SARAH M. Initial: D. Last Name: DIXON

Present Address: P.O. Box, lot name, address, city, state, zip of nearest living relative below

City: DUBOIS

State: PA Zip: 15810

Home Phone: 814-519-1151

Self Employed?  Yes  No

Your Employer: MCDONALD'S

Business Phone:

## INSTALLMENT FINANCING

Do You Own  Own  Rent  Other

Year in Residence: 2001

Monthly Payment: \$ 111.11

Year of Dependent's Birth:

Month: 04 Year: 1986

Date: 04/05/1986

How Long (Yrs.): 5 Total Annual Income:

How Long (Yrs.): 5 California/Other Phone Where We May Call You:

How Long (Yrs.): 5

How Long (Yrs.): 5&lt;/div

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EBENSBURG YAMAHA

PAGE 02/13

**YAMAHA INSTALLMENT FINANCING**  
**UTAH LOAN CONTRACT AND SECURITY AGREEMENT CONSUMER NOTE**  
**THE TERMS OF THIS CONTRACT ARE ON MULTIPLE PAGES**

FOR ACCOUNTING USE ONLY  
 ACCOUNT NUMBER  
 \_\_\_\_\_

(Please Print)

Name(s) SARAH J DIXONAddress 910 SHOWERS RDCity DUBIOIS Co-Borrower  
Name(s) \_\_\_\_\_State PA Zip Code 15801

In this contract, "you" or "your" means all persons who sign this contract as borrower or co-borrower, jointly and severally, and "we," "us," "our," "GEMB" or "Lender" means GE Money Bank.

**1. PURCHASE MONEY LOAN AND SECURITY INTEREST:** This loan is made to finance the purchase of the unit, parts and accessories (collectively, "Unit") described in Section 3. You agree that the terms of this contract are shown on multiple pages of this contract and that the date and the numerical amounts shown below accurately reflect the details of your purchase and our agreement. You hereby grant us a purchase money security interest in the Unit to secure all unpaid amounts under this contract until all such amounts are paid in full.

You promise to pay us the Amount Financed shown in Section 6 below, along with simple interest at the contract rate of 13.90 % ("Contract Rate") and all other charges provided for under this contract, in accordance with the Payment Schedule shown in that Section. The amount shown in Section 6 as the Total of Payments is based on the assumption that all payments will be made on their scheduled due dates. The actual amount you pay may be more or less, depending on your payment habits. For example, your actual total payments will be less if we consistently receive your payments before the due date. Likewise, your actual total payments will be more if we consistently receive your payments late. The final payment due under this contract will be for all remaining amounts, including principal, interest and other accrued charges outstanding and unpaid.

**2. ASSIGNMENT:** We may assign your account and our rights under this contract to another financial institution or company without prior notice to you. That person will take our place under this contract. You may not assign any of your obligations under this contract without our express written agreement.

**3. DESCRIPTION OF UNIT PURCHASED:**

New	Used	Year	Make	Model	Unit Identification No.	Optional Extended Service Plan Term
X		2006	YAMAHA	YFM70CRW <del>MSLP</del>	JY4AM07Y76C013483	12

**4. OPTIONAL EXTENDED SERVICE PLAN:** If the blanks in this subsection are filled in, you have elected to purchase an Optional Extended Service Plan for a term as specified in section 3 of this contract at the total cost of \$ 450.00 (as shown in Section 5 of this contract). This extended service plan is a contract for the repair of certain major mechanical breakdowns and to cover some other related expenses. (See the terms of your Extended Service Plan for details.)

**5. ITEMIZATION OF AMOUNT FINANCED:**

**1. Amount Paid to Others on Your Behalf:**

A. To EBENSBURG YAMAHA

(insert dealer name)

1. For Unit	\$ <u>6,600.00</u>
2. Accessories	\$ <u>50.00</u>
3. Dealer Document Preparation Fee	\$ <u>50.00</u>
4. Less Down Payment/ Trade-In Amount	\$ <u>423.00</u>
5. Sales Tax	\$ <u>22.50</u>

To EBENSBURG YAMAHA

(Optional Extended Service Plan) for \$ 450.00

Dealer may be retaining a portion of this amount.

B. To public officials

1. Title Fees	\$ <u>22.50</u>
2. License Fees	\$ <u>20.00</u>
3. Registration Fee	\$ <u>20.00</u>

4. Lien Notation Fees

5. Filing Fees

6. DOC Stamp Fees

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

C. To \_\_\_\_\_

for \_\_\_\_\_

\$ \_\_\_\_\_

2. To Lender

1. Origination Fees

\$ \_\_\_\_\_

2. \_\_\_\_\_

\$ \_\_\_\_\_

3. \_\_\_\_\_

\$ \_\_\_\_\_

3. Amount Financed (1A+B+C)

\$ 7,565.50

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EBENSBURG YAMAHA

PAGE 03/13

## 6. TRUTH IN LENDING ACT DISCLOSURES:

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate. 13.90 %	The dollar amount the credit will cost you. \$ 3,029.90	The amount of credit provided to you or on your behalf. \$ 7,565.50	The amount you will have paid after you have made all payments as scheduled. \$ 10,595.40

Payment Schedule: Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due, Monthly Beginning
60	\$ 176.59	11/20/2006
	\$	
	\$	

Prepayment: There is no penalty or fee for prepayment of this loan. If you pay off early you will not have to pay a penalty. You will not be entitled to a refund of part of the finance charge.

Security: You are giving us and we are retaining a purchase-money security interest in the Unit being purchased with the proceeds of this contract.

Late Charges: If a payment is not paid in full within 10 days after its scheduled due date, you will be charged the greater of \$35 or 5% of the payment amount.

Assumption: If you subsequently sell the Unit(s) being purchased, the subsequent purchaser may not assume this obligation on its original terms.

Other Terms: See your contract terms for additional information about security interests, nonpayment, default and our right to require repayment in full before the scheduled maturity date.

Promotion:  Interest to begin accruing 30 days prior to first payment date indicated in section 6  
 See Promotional Rider attached for promotion details.

7. RETURNED CHECK CHARGE: We may impose a Returned Check Charge of \$25 if any check or other item submitted to us in payment of your loan is returned to us unpaid.

8. ADDITIONAL PAYMENT, DEFAULT AND PREPAYMENT PROVISIONS: All monthly payments are to be made to the address provided by us on the statement which you will receive. If we accept any monthly payment after the date it is due, this will not affect the due dates of any other amounts due under this contract, nor will it act as an extension of time for payments of any amounts then remaining unpaid. It will also not modify any of our rights under this contract. Receipt of a statement is not a requirement to make a payment.

Subject to any restrictions under applicable law, you can and will be in default if you (i) fail to pay any monthly payment when due; (ii) break any other terms of this contract; or (iii) become the subject of bankruptcy or insolvency proceedings. Upon default, besides collecting late charges according to the terms of Section 6, we may, subject to any notice of default and right to cure default required by applicable law, accelerate payment of the entire balance. We may begin a lawsuit for collection of this amount and you agree to pay reasonable attorneys' fees, court costs and disbursements when and as permitted by applicable law if this contract is referred for collection to any attorney who is not our salaried employee.

Interest will accrue on a simple interest basis by multiplying your outstanding principal balance times a daily periodic rate times the actual number of days the balance is outstanding (except as modified by a promotion as indicated in this contract). The daily periodic rate will be the Contract Rate shown in Section 1 divided by the number of days in the year. You may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by us in writing, relieve you of your obligation to continue to make payments in accordance with the payment schedule. Rather, such early payments will reduce the principal balance due, and may result in you making fewer payments.

## 9. INSURANCE:

A. Required Physical Damage Property Insurance: Until your loan is fully paid, you are required to have and maintain, at your expense, insurance against theft of, and physical damage to, the Unit, and to furnish us with satisfactory initial and updated evidence of such insurance. It must also include a loss payable clause protecting our interests, and provide for 10 day notice of cancellation to us. You have the right to obtain such insurance through any person of your choice.

B. We, or our designee, may investigate whether you are complying with your obligation to obtain the insurance provided above. If you do not provide us with evidence of the insurance coverage required by this contract, or if you fail to maintain the insurance as required, we may purchase substitute insurance at your expense against our interests in the Unit. The insurance we purchase need not protect your interests, and may not pay any claim that you make or any claim that is made against you in connection with the Unit. The insurance we purchase may also be substantially more expensive and may provide less coverage than the insurance you could obtain on your own. If we purchase substitute insurance, you will be responsible, except as restricted by applicable law, for the costs of that insurance, including the insurance premium, interest thereon at the lesser of the Contract Rate set forth in this contract and any other charges we may impose in connection with the placement of the insurance. Unless prohibited by applicable law, we may add these costs to your total outstanding balance or we may charge you separately for those costs. The insurance we obtain may be procured through an agency affiliated with us and, unless prohibited by applicable law, that agency may receive commissions or other payments in connection with the placement of such substitute insurance. You may cancel any substitute insurance we purchased, but only after providing us with evidence that you have obtained insurance as required by this contract.

10. REPOSSESSION: If you default under this contract, we may also have the right, as permitted by applicable law, to repossess the Unit. In the event of such repossession, any personal property of yours in or attached to the Unit which is not subject to our security interest may be held by us without liability. Unless you make written demand on us for the return of such personal property within 10 days (or any longer period required by applicable law) of repossession, you will lose any right to reclaim it from us, except as applicable law otherwise provides. After we repossess the Unit, it may be sold at public or private sale, as provided for by applicable law, and the proceeds received from the sale will be applied to your balance after deducting expenses allowed by law. We will pay you any surplus resulting from a resale of the repossessed Unit, and you will pay us any deficiency when and as permitted by applicable law.

10/04/2006 17:02 8144711005

EBENSBURG YAMAHA

PAGE 04/13

**11. CREDIT REPORTS AND LOAN INFORMATION:** The Lender is authorized to obtain credit reports on you to investigate your credit record at the time of your application and from time to time thereafter to confirm your credit record as long as your account or loan remains open, or is closed with an unpaid balance. The Lender also is authorized to verify your credit, employment and income references, and to obtain such other information as the Lender deems in connection with your application and the periodic review of your account or loan. You also agree that in addition to reviewing your application and account or loan, the Lender may use the credit reports and other information for other purposes, including considering you for additional products and services that are offered by the Lender directly or by the Lender's affiliates. The Lender also is authorized to give consumer reporting agencies (credit bureaus) and others information regarding the Lender's credit experience with you. If you believe that we have information about you that is inaccurate or that we have reported or may report inaccurate information about you to a consumer reporting agency, please contact us at the following address: Yamaha/GEMB, c/o 332 Minnesota St., Suite 610, St. Paul, MN 55101. In so doing, please identify the specific information and tell us why you believe it is inaccurate. If you have a copy of the credit report that includes the information you believe is inaccurate, please send a copy of that report to us when you contact us.

**12. USE OF INFORMATION ABOUT YOU AND YOUR LOAN:** You authorize and direct us to furnish information about you and your Loan to Yamaha Motor Corporation U.S.A. (and its affiliates), and to the dealer through whom you applied for your Loan, for use in connection with the Yamaha Installment Financing, including to create and update their customer records for you, to assist them in better serving you, and to provide you with notices of special promotions and tailored offerings. In addition, you agree to the use of information about you and your Loan described in the attached Privacy Policy.

**13. DISPUTED AMOUNTS:** All written communications concerning disputed amounts, including any check or other payment instrument that (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount, or (ii) is rendered with other conditions or limitations, must be mailed or delivered to us at Yamaha/GEMB, c/o 332 Minnesota Street, Suite 610, St. Paul, MN 55101, not the payment address. Without losing any of our rights under this contract, we may accept partial payments, without prejudice to our rights, even if you indicate that such payments represent payment in full of your loan.

**14. TELEPHONE MONITORING:** You agree that, to ensure our commitment to customer service, on occasion your calls to us may be monitored for training and quality control purposes. All calls you make to us are treated confidentially.

**15. GOVERNING LAW: THIS CONTRACT AND YOUR LOAN, AND ANY CLAIM, DISPUTE OR CONTROVERSY ARISING FROM OR RELATING TO THIS CONTRACT OR YOUR LOAN, WHETHER BASED ON CONTRACT, TORT, FRAUD AND OTHER INTENTIONAL TORTS, CONSTITUTIONS, STATUTE, COMMON LAW AND/OR EQUITY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF UTAH (WITHOUT REGARD TO INTERNAL PRINCIPLES OF CONFLICT OF LAWS) AND APPLICABLE FEDERAL LAW. THE LEGALITY, ENFORCEABILITY AND INTERPRETATION OF THIS CONTRACT AND THE AMOUNTS CONTRACTED FOR, CHARGED AND RECEIVED UNDER THIS CONTRACT WILL BE GOVERNED BY SUCH LAWS. THIS CONTRACT IS ENTERED INTO BETWEEN YOU AND US IN UTAH. WE MAKE DECISIONS ABOUT GRANTING CREDIT TO YOU, AND EXTEND CREDIT TO YOU UNDER THIS CONTRACT, FROM UTAH.**

**16. ARBITRATION PROVISION:** This Arbitration Provision sets forth the circumstances and procedures under which a Claim or Claims (as defined below) may be arbitrated instead of litigated in court. This Arbitration Provision supersedes and replaces any existing arbitration provision between you and us. This Arbitration Provision does not apply in PR.

As used in this Arbitration Provision, the term "Claim" or "Claims" means any claim, dispute or controversy between you and us arising from or relating to this contract (the "Contract"), any prior agreement that you may have had with us or the relationships resulting from the Contract or any prior agreement, including the validity, enforceability or scope of this Arbitration Provision, the Contract or any prior agreement. "Claim" or "Claims" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, constitutions, statute, regulations, common law and equity (including any claim for injunctive or declaratory relief). The term "Claim" or "Claims" is to be given the broadest possible meaning and includes, by way of example and without limitation, any claim, dispute or controversy between you and us that arises from or relates to (a) the Contract or any prior agreement, or any balances pursuant to the Contract, (b) the goods or services (including insurance or extended service contracts, if any) financed by the Contract, (c) advertisements, promotions or oral or written statements related to the Contract, the goods or services financed under the Contract or the terms of financing, (d) your application for financing evidenced by the Contract and (e) the origination or servicing of your account evidenced by the Contract or any prior agreement and the collection of amounts owed by you to Lender or any successor.

This Arbitration Provision will not apply to Claims previously asserted, or which are later asserted, in lawsuits filed before the effective date of this Arbitration Provision or any prior arbitration provision between you and Lender, whichever is earlier. However, this Arbitration Provision will apply to all other Claims, even if the facts and circumstances giving rise to the Claims existed before the effective date of this Arbitration Provision.

Upon your or our delivery of a written notice to the other party, including a written notice after the commencement of a lawsuit contained in court filings in any such lawsuit, any Claim shall be resolved by arbitration pursuant to this Arbitration Provision and the applicable rules of either the American Arbitration Association ("AAA"), JAMS, or the National Arbitration Forum ("NAP") in effect at the time the Claim is filed. You may select one of these organizations to serve as the arbitration administrator if you initiate an arbitration against us or if either you or we compel arbitration of a Claim which the other party has brought in court. In addition, if we intend to initiate an arbitration against you, we will notify you in writing and give you 20 days to select one of these organizations to serve as the arbitration administrator; if you fail to select an administrator within that 20-day period, we will select one. In all cases, the arbitrator(s) should be a lawyer with more than 10 years of experience or a retired judge. If for any reason the selected organization is unable or unwilling or ceases to serve as the arbitration administrator, you will have 20 days to select a different administrator from the above list; if you fail to select a different administrator within the 20-day period, we will select one. In all cases, with respect to Claims covered by this Arbitration Provision, a party who has asserted a Claim in a lawsuit in court may elect arbitration with respect to any Claim(s) subsequently asserted in that lawsuit by any other party or parties.

We agree that we will not elect to arbitrate an individual Claim that you bring against us in small claims court or your state's equivalent court, if any; however, if that Claim is transferred or appealed to a different court, we reserve our right to elect arbitration.

Notwithstanding any other provision herein, this Arbitration Provision will not apply to our use of judicial or nonjudicial relief to enforce the security agreement relating to the Unit. Such judicial relief may take the form of a lawsuit or a pre-judgment remedy. A pre-judgment remedy may include, but is not limited to, the repossession of the Unit. The institution and maintenance of an action for judicial relief in a court or the use of nonjudicial relief to repossess any collateral or to enforce the security agreement shall not constitute a waiver of the right of any party to compel arbitration regarding any other claim.

**IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION. THE FEES CHARGED BY THE ARBITRATION ADMINISTRATOR MAY BE GREATER THAN THE FEES CHARGED BY A COURT.**

10/04/2006 17:02 8144711005

EBENSBURG YAMAHA

PAGE 05/13

## 16. ARBITRATION PROVISION CONTINUED:

There shall be no authority for any Claims to be arbitrated on a class action basis. Furthermore, Claims brought by or against one buyer (or co-buyers or any cosigner) may not be joined or consolidated in the arbitration with Claims brought by or against any other buyer (or co-buyers or any cosigner). Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will pay all fees up to \$2,500 charged by the arbitration administrator for Claim(s) asserted by you in the arbitration, after you have paid an amount equivalent to the fee, if any, for filing such Claim(s) in state or federal court (whichever is less) in the judicial district in which you reside. (If you have already paid a filing fee for asserting the Claim(s) in court, you will not be required to pay that amount again.) If you are required to pay any fees in excess of \$2,500 to the arbitration administrator ("additional fees"), we will consider a request by you to pay all or part of the additional fees. To the extent that we do not approve your request, if the arbitrator issues an award in your favor, we will still reimburse you for additional fees paid or owed by you to the arbitration administrator as follows: (1) in the case of additional fees calculated on the basis of the dollar amount of your Claim or the value of the relief you sought, we will reimburse you in an amount equal to the fees you would have paid if the dollar amount of your Claim or the value of the relief you sought had been the amount or value of the award granted in your favor and (2) in the case of other additional fees that were not calculated on the basis of the dollar amount of your Claim or the value of the relief you sought, we will reimburse you for the amount of such additional fees. However, if applicable law requires us to reimburse you for any greater amount(s), the applicable law will control. If the arbitrator issues an award in our favor, you will not be required to reimburse us for any of the fees we have previously paid to the administrator or for which we are responsible. Each party shall bear the expense of that party's attorneys', experts' and witness fees, regardless of which party prevails in the arbitration, unless applicable law and/or this Agreement gives a party the right to recover any of those fees from the other party. Notwithstanding the foregoing, if the arbitrator determines that any Claim or defense (or the amount of any Claim) is frivolous or is wrongfully intended to oppress the other party, the arbitrator may impose on the party making the frivolous or oppressive Claim or defense, and/or on such party's counsel, any fees and expenses reasonably incurred by the other party as a result to the extent such fees and expenses could properly be imposed on such party or counsel under Rule 11 of the Federal Rules of Civil Procedure and to the extent such imposition is consistent with applicable law.

This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. Sections 1 et seq. The arbitrator shall apply applicable substantive law consistent with the PAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the award. In conducting the arbitration proceeding, the arbitrator shall not apply the federal or any state rules of civil procedure or rules of evidence. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA and except that, if the amount in controversy exceeds \$100,000, any party can appeal the award to a three-arbitrator panel administered by the arbitration administrator which shall reconsider de novo any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. The costs of such an appeal will be borne by the appealing party regardless of the outcome of the appeal provided that we will consider in good faith any request for us to bear all or any part of such fees if you are the appealing party.

As solely used in this Arbitration Provision, the terms "we" and "us" shall for all purposes mean GE Money Bank, Yamaha Motor Corporation U.S.A., the Dealer from whom you purchased the Unit and all of their respective parents, wholly or majority owned subsidiaries, affiliates, predecessors, successors, assigns, employees, officers and directors.

This Arbitration Provision shall survive termination of the Contract as well as the repayment of all amounts borrowed hereunder. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any law or statute consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision or the Agreement. In the event of a conflict or inconsistency between the applicable arbitration rules and this Arbitration Provision, this Arbitration Provision shall govern.

If you have a question about the arbitration administrators mentioned in this Arbitration Provision or would like to obtain a copy of their arbitration rules or fee schedules, you can contact them as follows: American Arbitration Association, 335 Madison Avenue, New York, NY 10017, [www.adr.org](http://www.adr.org), (800) 778-7879, Arbitration Rules for the Resolution of Consumer-Related Disputes (applicable to requests for arbitration filed by a consumer involving a claim under \$10,000) or Commercial Arbitration Rules (for all other claims); JAMS, 45 Broadway, 28th Floor, New York, NY 10006, [www.jamsadr.com](http://www.jamsadr.com), (800) 352-5267, Financial Services Arbitration Rules and Procedures; National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, [www.naf.com](http://www.naf.com), (800) 474-2171, Code of Procedure.

17. OBLIGATION REGARDING UNIT: You understand that you are responsible, at your expense, to keep the Unit in good operating order, repair and condition. You shall not abandon the Unit or use it for retail or commercial purposes. You shall not change the Unit at any address other than the address shown on the front of this contract without our written consent. You shall not sell the Unit or transfer or assign any interest in it without our written consent. The security interest you are giving us in the Unit shall come ahead of any other claim and you shall defend it as such. You agree to sign any additional documents or provide us with documentation we require to ensure our claim to the Unit is ahead of any other claim. You agree to pay all liens, taxes, and assessments on the Unit. If you fail to do so, we may do so on your behalf. If we do, unless prohibited by applicable law, you will reimburse us for the cost of doing so or we may add the cost with interest at the highest lawful contract rate to your indebtedness.

18. POWER OF ATTORNEY: You authorize us to sign and file, on your behalf, any title, certificate of ownership, financing statement or amendment regarding the Unit to ensure proper security interest perfection or to obtain duplicate certificates of ownership.

19. DEALER COMPENSATION: We may compensate the seller from whom you purchased the Unit (the "Dealer") in connection with the Dealer's activities in facilitating this Loan Contract.

20. FINAL AGREEMENT; NO WAIVER BY US; OTHER TERMS: This contract is the final expression of the credit agreement between you and us and may not be contradicted by evidence of any prior or contemporaneous oral credit agreement between you and us. Any modification to this contract must be in writing and signed or approved by us. We may decide not to impose part or all of any fee or other amount imposed pursuant to this contract or not to exercise any of our other rights under this contract without affecting any of our rights to act or to avoid acting in the future. Without limiting the foregoing, we may, at our option, release any other person responsible under this contract without notifying any other obligor and without releasing you from your obligation to pay all amounts owing under this contract in full or otherwise to perform the terms and conditions of this contract. Every person who signs, co-signs, guarantees or endorses this contract, to the fullest extent allowed by applicable law, waives presentment, demand for payment, protest and notice of dishonor. If any provision of this contract is determined to be void or unenforceable under applicable law, rule or regulation, all other provisions of this contract will still be valid and enforceable.

21. NEW JERSEY RESIDENTS: Because certain provisions of this contract are subject to applicable law, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable within New Jersey.

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 WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

## NOTICE

Initials *SAD*

Initials \_\_\_\_\_

10/04/2006 17:02 8144711005

EBENSBURG YAMAHA

PAGE 06/13

**NOTICE TO CONSUMER/CUSTOMER:** 1. Do not sign this agreement before you read it or if it contains any blank spaces, even if otherwise advised. 2. You are entitled to an exact, completely filled in copy of this agreement. Keep it to protect your legal rights. 3. You have the right to pay in advance the unpaid balance at any time without penalty and, under certain conditions, to obtain a partial refund of the finance charge.

**ABOUT YOUR ANNUAL PERCENTAGE RATE OF FINANCE CHARGE:** The Annual Percentage Rate may be negotiated with the Dealer. We may pay part of the Finance Charge to the Dealer.

**NOTICE TO CONSUMER:** YOU ACKNOWLEDGE THAT THIS LOAN AGREEMENT CONTAINS AN ARBITRATION PROVISION WHICH MAY SUBSTANTIALLY LIMIT YOUR RIGHTS AND UNDER WHICH CERTAIN DISPUTES (AS DESCRIBED IN THE ARBITRATION PROVISION) BETWEEN YOU AND US AND CERTAIN OTHER PARTIES MAY BE RESOLVED BY BINDING ARBITRATION RATHER THAN BY A JUDGE OR JURY. You acknowledge receipt of the GEMB Privacy Policy.

Lender GE Money Bank



Sign Here By

(Authorized Representative - Vice President)

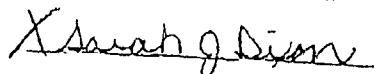
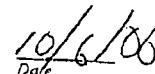
Date \_\_\_\_\_

Service Center's Address:

Yamaha / GEMB  
c/o 132 Minnesota Street, Suite 610  
St. Paul, MN 55101

By signing below borrower(s) agrees to the terms of this contract contained in five pages and acknowledge receipt of signed complete copy of this contract.

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

Date \_\_\_\_\_

1 Copy - Lender

1 Copy - Dealer

1 Copy - Customer

12000 10000 600 507

**COMMONWEALTH OF PENNSYLVANIA**  
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES  
CERTIFICATE OF TITLE FOR AN ALL-TERRAIN VEHICLE  
*Issued in accordance with Section 7712.1 of the Vehicle Code, Title 75, Pennsylvania Consolidated Statutes*

NAME SARAH J DIXON  
ADDRESS 910 SHOWERS RD  
DU BOIS PA 15801-6680

A399612 TITLE NUMBER	2006 YEAR	YAMAHA MAKE OF ALL TERRAIN VEHICLE	
JY4AM07Y76C013483 VEHICLE IDENTIFICATION NUMBER		1 CLASS	YFM700RVL MODEL
11/27/2006 DATE OF ISSUE	11/27/2006 DATE OF ORIGINAL TITLE	DUPLICATE TITLE	
FIRST SECURED PARTY			

NAME GE MONEY BANK  
ADDRESS 332 MINNESOTA ST  
SUITE 610  
SAINT PAUL MN 55101-1314

SECOND SECURED PARTY \_\_\_\_\_ BY \_\_\_\_\_ AUTHORIZED REPRESENTATIVE \_\_\_\_\_  
NAME \_\_\_\_\_  SATISFIED  RELEASED  
ADDRESS \_\_\_\_\_ DATE \_\_\_\_\_

BY \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

I certify that reasonable diligence has been used in examining the statement presented in the Application for Certificate of Title to the All-Terrain Vehicle described hereon, and that the proof of ownership of said vehicle presented with said application warrants the issuance of this certificate naming the applicant as lawful owner of said vehicle. Wherefore, I certify that as of the date inscribed hereon, the official records of the Pennsylvania Department of Conservation and Natural Resources reflect that said applicant is the lawful owner of said All-Terrain Vehicle.

SECRETARY OF DEPARTMENT OF  
CONSERVATION & NATURAL RESOURCES

KEEP IN A SAFE PLACE — ANY ALTERATION OR ERASURE VOIDS THIS TITLE

B100-FM-FR0100 8/2001

595234

NOTICE OF DEFAULT AND  
OPPORTUNITY TO CURE DEFAULT

Date of Notice: 05/24/2007

SARAH J DIXON  
712 N RAILROAD AVE, APT 11  
PORTAGE, PA 15946-0000

NOD-1  
Multi-State

GE Money Bank  
PO Box 981127  
El Paso, TX 79998-1127  
1-866-405-9644  
(6:00am-5:00pm MST Monday-Friday)

Account No.: XXXXXXXXXXXXXXX0507

Brief Identification of Credit Transaction: ATV 2006 YAMAHA  
JY4AM07Y76C013483

You are now in default on this credit transaction. If you correct the default within 10 days from the Date of Notice, by paying the Total Due set forth below, you may continue with the contract as though you did not default.

Your Total Due in default is: \$227.77

Cure of default: Within 10 days from the Date of Notice, you may cure your default by sending \$227.77 to:

GE Money Bank  
PO Box 530912  
Atlanta, GA 30353-0912

You may cure your default by sending the amount of \$227.77 on or before 10 days from the date of this Notice to GE Money Bank, PO Box 530912, Atlanta, GA 30353-0912. Only full payment of the delinquency will cure the default. Any partial payments made may be retained and applied to your account, but will not cure the default.

Creditor's rights: If you do not correct your default in the time allowed, we may exercise our rights against you under law by taking legal action to repossess the 2006 YAMAHA JY4AM07Y76C013483 ATV. If an attorney is retained to handle litigation arising from the repossession, you will be liable for these attorneys' fees under the terms of the contract and as permitted by applicable law.

If you have any questions, write or telephone GE Money Bank at the number stated above promptly.

If this default was caused by your failure to make a payment or payments, and you want to pay by mail, send a check or money order. Do not send cash.

GE MONEY BANK

Note: This letter and all subsequent communications (written and/or oral) are issued as part of an attempt to collect a debt and any information obtained will be used for that purpose.

**MATTELMAN, WEINROTH & MILLER, P.C.**

By: Alison B. Weinroth-Shaw, Esquire  
Attorney I.D. No.: 84407  
Land Title Building, Suite 2226  
Broad & Chestnut Streets  
Philadelphia, PA 19110  
(215) 923-2225

and  
Station 66, Inc.  
FEB 14 2000  
Attest: *Alison B. Weinroth*

Our File No.: 00-70279-0

Plaintiff	COURT OF COMMON PLEAS CLEARFIELD COUNTY
GE MONEY BANK 332 Minnesota St., Ste. 610 Mail Stop F613D Saint Paul, MN 55101	Case No.: 08-248-CD
vs.	
Defendant	CIVIL ACTION COMPLAINT

**CIVIL ACTION: (1. CONTRACT)**

**1060 - Contracts for Goods, Enforcement of Accounts  
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 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 judgement 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. 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 REDUCE FEE OR NO FEE.

**AVISO**

Le han demandado a usted en la corte. Si usted quiere defensas de estas demandas expuestas en las paginas siguientes, usted tiene veinte (2) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta ansestar una comparecencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la coret tomará medidas u puede continuar is demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del emandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantsnes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE. SI NO TIENE ABOGADO VAYA EN PERSONA O TELEFONA A LA OFICINA ESCRITA ABAJO. ESTA OFICINA LE PUEDE PROVEER INFORMACION SOBRE COMO CONTRATAR A UN ABOGADO.

SI USTED NO TIENE EL DINERO SUFFICIENTE PARA CONTRATAR A UN ABOGADO, LE PODEMOS DAR INFORMACION SOBRE AGENCIAS QUE PROVEEN SERVICIO LEGAL A PERSONAS ELEGIBLE PARA SERVICIOS A COSTÓ REDUCIDO O GRATUITO.

Clearfield County BAR ASSOCIATION/LAWYER REFERRAL SERVICE -

Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
PO Box 186  
Harrisburg, PA 17108  
(800) 692-7375

**MATTEMAN, WEINROTH & MILLER, P.C.**

By: Alison B. Weinroth-Shaw, Esquire  
Attorney I.D. No.: 84407  
Land Title Building, Suite 2226  
Broad & Chestnut Streets  
Philadelphia, PA 19110  
(215) 923-2225

Our File No.: 00-70279-0

Plaintiff	COURT OF COMMON PLEAS Clearfield County
GE MONEY BANK 332 Minnesota St., Ste. 610 Mail Stop F613D Saint Paul, MN 55101	Case No.:
vs.	
Defendant	<b>CIVIL ACTION COMPLAINT</b>

Plaintiff, GE MONEY BANK, with an office located at 345 St. Peter Street Suite 1000 Saint Paul MN 55102, by way of Complaint against the above named Defendants says:

**COUNT I - BREACH OF CONTRACT**

1. Defendant, SARAH J. DIXON is an adult individual residing at 910 Showers Road, Du Bois, Pennsylvania 15801.

2. On or about October 6, 2006, Defendant executed and delivered to Plaintiff an Installment Financing Loan Contract and Security Agreement Consumer Note (herein "Agreement") under account number 12000100000600507. The sum of \$7,565.50 was issued as per the loan agreement with an interest rate of 13.90%.

3. Under the terms of the Agreement, a copy of which is attached hereto and made a part hereof, the Defendant was required to make prompt and regular payments.

4. The Defendant is in default under the terms of the Note for failure to make monthly payments as they became due and owing and in accordance with the terms of the said agreement and is obligated to pay attorney fees incurred in collection proceedings.

The following amounts are due:

Principal (includes interest and late fees to November 26, 2007)	+	\$ 7,937.16
Attorney Fees	+	\$ 1,587.44
<b>TOTAL</b>		<b>\$ 9,524.60</b>

plus interest at 13.90% from 11/27/07 at \$3.02 per day.

**WHEREFORE**, Plaintiff demands Judgment against the Defendant, SARAH J. DIXON, in the amount of \$9,524.60 together with interest from 11/27/07 at \$3.02 per day and costs of suit.

**COUNT II - REPLEVIN**

1. Plaintiff incorporates Count I of the complaint as if more fully set forth herein.
2. On or about October 6, 2006, Defendant executed and delivered to Plaintiff an Installment Financing Loan Contract and Security Agreement Consumer Note (herein "Agreement") under account number 12000100000600507. The sum of \$7,565.50 was issued as per the loan agreement with an interest rate of 13.90%.
3. Pursuant to the terms of the Agreement, Plaintiff loaned the Defendant, SARAH J. DIXON \$7,565.50 for the purpose of the Defendant financing the purchase of a 2006 Yamaha, Model YFM700RVL, Vin #JY4AM07Y76C013483. (herein "all terrain vehicle").
4. By the terms of the Agreement, Plaintiff maintained a security interest in the subject all terrain vehicle.
5. On or about May 24, 2007, the Defendant defaulted under the terms of the Personal Loan Agreement by failing to make monthly payments when due.
6. Subsequently, Plaintiff gave notice to the Defendant demanding possession of the terrain vehicle. A copy of all notices are attached hereto.
7. Plaintiff is entitled to possession of the terrain vehicle by virtue of the Agreement and Certificate of Title.
8. The NADA retail value for the terrain vehicle at issue is \$4,480.00.

WHEREFORE, Plaintiff demands Judgment in Replevin against the Defendant, SARAH J. DIXON, demanding possession of a 2006 Yamaha, Model YFM700RVL, Vin JY4AM07Y76C013483.

**MATTLEMAN, WEINROTH & MILLER**

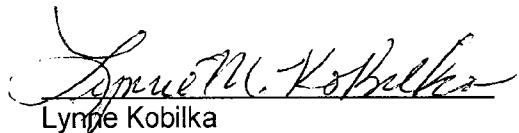
BY: 

**Alison B. Weinroth-Shaw, Esquire**  
Attorney for Plaintiff

**NOTICE PURSUANT TO FAIR DEBT COLLECTION PRACTICES ACT**

1. This communication is from a debt collector.
2. This is an attempt to collect a debt and any information obtained will be used for that purpose.
3. Unless you dispute the validity of this debt, or any portion thereof, within 30 days after receipt of this notice, the debt will be assumed to be valid by our offices.
4. If you notify our offices in writing within thirty (30) days of the receipt of this notice that the debt, or any portion thereof, is disputed, our offices will provide you with verification of the debt or copy of the Judgment against you, and a copy of such verification or Judgment will be mailed to you by our offices.

Ms. Kobilka:, states that she is a representative for GE MONEY BANK, Plaintiff herein; that she is acquainted with the facts set forth in the foregoing Complaint; that the same are true and correct to the best of his/her knowledge, information and belief; and that this statement is made subject to the penalties of 18 Pa.C.A. section 4904 relating to unsworn falsification to authorities.

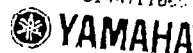


Lynne M. Kobilka  
Retail Litigation Specialist

12/04/2006 17:02 8114711051

Ebensburg, PA

PAGE 13/13



35738

WISCONSIN: No provision of any marital property agreement, unilateral statement under Section 766.89 Wis. Stats., or court decree under Section 766.70 adversely affects the interest of the creditor unless the creditor, prior to the time the credit is granted or an open-end credit plan is entered into, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision. MARRIED WISCONSIN APPLICANTS: If you are applying for INDIVIDUAL credit or JOINT credit with someone who is not your spouse, combine your and your spouse's information on this Application.

Amount \$ 117,110.00

Financed \$ 117,110.00

APPLICATION MUST BE SIGNED. PLEASE PRINT CLEARLY

## Applicant

First Name: SARAH M. DIXON  
M. Initial: Last Name: DIXON

Present Address: 9110 Showers Rd, Ebensburg, PA, 15946  
City: DUBOIS, State: PA, Zip: 15946

Home Phone: 18114-159111-75913  
Social Security Number: 11814-159111-75913

Self Employed?  Yes  No  
Your Employer: MCDONALD'S

Business Phone:

E-Mail Address: SARAH.DIXON1@YAHOO.COM

Nearest Relative Not Living With You: Name: Eric Secristay Address: 226 Golf Course Rd City: Portage State: PA Zip: 15946 Home Phone: Pennsylvania Driver's License 04/06/2010

Applicant's Primary ID (Type Number, State of Issuance) Expires: 04/06/2010

Applicant's Secondary ID (Type Number, State of Issuance) Expires:

How Long (Yrs.) Total Annual Income: 1 Year

How Long (Yrs.) Cell/Other Phone Where We May Call You: 1 Year

How Long (Yrs.) Previous Employment Time: Less than 2 Years

How Long (Yrs.) Total Annual Income: 1 Year

How Long (Yrs.) Cell/Other Phone Where We May Call You: 1 Year

Do You Own  Rent  Other  
SR., JR., II

Birth Date: 10/14/1951/11/01/86  
Month: Year: 1986

Monthly Payment: \$ 1,110.00  
# of Dependents: 1

Note: Alimony and support payments are not included in monthly payments. If you are receiving child support, enter the amount received upon the court's order.

## Joint Applicant

First Name: M. Initial: Last Name: Do You Own  Rent  Other  
SR., JR., II

Present Address: 9110 Showers Rd, Ebensburg, PA, 15946 Zip: 15946  
City: DUBOIS, State: PA, Zip: 15946

Home Phone: Social Security Number: 11814-159111-75913

Self Employed?  Yes  No  
Your Employer: MCDONALD'S

Business Phone:

E-Mail Address: SARAH.DIXON1@YAHOO.COM

Married Wisconsin Residents: We are required to ask you to furnish the name and address of your spouse if different than the Joint Application Information.

How Long (Yrs.) Total Annual Income: 1 Year

How Long (Yrs.) Cell/Other Phone Where We May Call You: 1 Year

How Long (Yrs.) Previous Employment Time: Less than 2 Years

How Long (Yrs.) Cell/Other Phone Where We May Call You: 1 Year

Do You Own  Rent  Other  
SR., JR., II

Birth Date: 10/14/1951/11/01/86  
Month: Year: 1986

## Joint Applicant's Primary ID (Credit Type and Issuer)

Expires:

## Joint Applicant's Secondary ID (Credit Type and Issuer)

Expires:

By signing below, I/we ("I", "me", "my") submit this Application to GE Money Bank, Salt Lake City, Utah ("Bank") to apply for a loan to purchase a Yamaha Motor Corporation U.S.A. ("Yamaha"), and to the dealer taking this application (the "Dealer"). I authorize and direct the Bank to furnish information about me (including whether this application is approved or declined) and, if it is approved, information about my loan, to Yamaha (and its affiliates), and to the Dealer, me, and to provide me with notices of special promotions, catalogs and tailored offerings. I authorize the Bank to make inquiries the Bank considers necessary (including verifying my credit, employment and income references and requesting reports from consumer reporting agencies and other sources) in evaluating my application, and subsequently, as long as my loan remains open, or is closed with an unpaid balance. I also authorize the Bank to use the credit reports and other information for other purposes, including considering me for additional products and services that are offered by the Bank directly or by its affiliates. Upon my request, the Bank will inform me of the name and address of each consumer reporting agency from which it obtained a consumer report about me. I understand that this is an application for credit and not an agreement to extend credit and if credit is extended it will be subject to a loan LIMIT MY RIGHTS, INCLUDING BUT NOT LIMITED TO MY RIGHT TO HAVE A JUDGE OR A JURY DECIDE MY DISPUTE. I understand that I may apply for my own loan, regardless of marital status. I certify that all information provided in this application is true and complete and I am 18 years of age or older. ABOUT THE ANNUAL PERCENTAGE RATE OF FINANCE CHARGE: The Annual Percentage Rate may be negotiated with the Dealer. The Bank may pay part of the Finance Charge to the Dealer. Federal law requires the Bank to obtain, verify, and record information that identifies me/us when we open an account. The Bank will use my/our name, address, and other information that identifies me/us when DO NOT SIGN THIS CREDIT APPLICATION BEFORE READING IT.

*Sarah J. Dixon* 10-10-07  
Applicant Signature Date

Joint Applicant Signature

Date

## Store Use Only - Collateral Information

## Selected Product Type

 Boat/Atv PWC Snowmobile Street/Sport Other Boat/Atv PWC

10/04/2006 17:02 8144711805

EBENSBURG YAMAHA

PAGE 02/13

**YAMAHA INSTALLMENT FINANCING**  
**UTAH LOAN CONTRACT AND SECURITY AGREEMENT CONSUMER NOTE**  
**THE TERMS OF THIS CONTRACT ARE ON MULTIPLE PAGES**

FOR ACCOUNTING USE ONLY  
 ACCOUNT NUMBER

(Please Print)

Name(s) SARAH J DIXONAddress 910 SHOWERS RDCity DUBUQ  
Co-Borrower  
Name(s) \_\_\_\_\_State PA Zip 15801

In this contract, "you" or "your" means all persons who sign this contract as borrower or co-borrower, jointly and severally, and "we," "us," "our," "GEMB" or "Lender" means GE Money Bank.

**1. PURCHASE MONEY LOAN AND SECURITY INTEREST:** This loan is made to finance the purchase of the unit, parts and accessories (collectively, "Unit") described in Section 3. You agree that the terms of this contract are shown on multiple pages of this contract and that the data and the numerical amounts shown below accurately reflect the details of your purchase and our agreement. You hereby grant us a purchase money security interest in the Unit to secure all unpaid amounts under this contract until all such amounts are paid in full.

You promise to pay us the Amount Financed shown in Section 6 below, along with simple interest at the contract rate of 13.90 % ("Contract Rate") and all other charges provided for under this contract, in accordance with the Payment Schedule shown in that Section. The amount shown in Section 6 as the Total of Payments is based on the assumption that all payments will be made on their scheduled due dates. The actual amount you pay may be more or less, depending on your payment habits. For example, your actual total payments will be less if we consistently receive your payments before the due date. Likewise, your actual total payments will be more if we consistently receive your payments late. The final payment due under this contract will be for all remaining amounts, including principal, interest and other accrued charges outstanding and unpaid.

**2. ASSIGNMENT:** We may assign your account and our rights under this contract to another financial institution or company without prior notice to you. That person will take our place under this contract. You may not assign any of your obligations under this contract without our express written agreement.

**3. DESCRIPTION OF UNIT PURCHASED:**

New	Used	Year	Make	Model	Unit Identification No.	Optional Extended Service Plan Term
X		2006	YAMAHA	YFM700RVA <del>MSAD</del>	JY4AM07Y76C013483	12

**4. OPTIONAL EXTENDED SERVICE PLAN:** If the blanks in this subsection are filled in, you have elected to purchase an Optional Extended Service Plan for a term as specified in section 3 of this contract at the total cost of \$ 450.00 (as shown in Section 5 of this contract). This extended service plan is a contract for the repair of certain major mechanical breakdowns and to cover some other related expenses. (See the terms of your Extended Service Plan for details.)

**5. ITEMIZATION OF AMOUNT FINANCED:**

**1. Amount Paid to Others on Your Behalf:**

A. To EBENSBURG YAMAHA

(insert dealer name)

1. For Unit \$ 6,600.00
2. Accessories \$ 50.00
3. Dealer Document Preparation Fee \$ 50.00
4. Less Down Payment/  
Trade-In Amount (\$ 423.00)
5. Sales Tax \$ 423.00

To EBENSBURG YAMAHA for  
(Optional Extended Service Plan) \$ 450.00

Dealer may be retaining a portion of this amount.

B. To public officials

1. Title Fees \$ 22.50
2. License Fees \$ 0.00
3. Registration Fee \$ 20.00

4. Lien Notation Fees

5. Filing Fees

6. DOC Stamp Fees

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

C. To \_\_\_\_\_

for \_\_\_\_\_

\$ \_\_\_\_\_

2. To Lender

1. Origination Fees \$ 0.00
2. \_\_\_\_\_ \$ 0.00
3. \_\_\_\_\_ \$ 0.00

3. Amount Financed (1A+B+C)

\$ 7,565.50

10/04/2006 17:02 8144711005

EBENSBURG YAMAHA

PAGE 03/13

## 6. TRUTH IN LENDING ACT DISCLOSURES:

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate. 13.90 %	The dollar amount the credit will cost you. \$ 3,029.90	The amount of credit provided to you or on your behalf. \$ 7,565.50	The amount you will have paid after you have made all payments as scheduled. \$ 10,595.40

## Payment Schedule: Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due, Monthly Beginning
60	\$ 176.59	11/20/2006
	\$	
	\$	

Prepayment: There is no penalty or fee for prepayment of this Loan. If you pay off early you will not have to pay a penalty. You will not be entitled to a refund of part of the finance charge.

Security: You are giving us and we are retaining a purchase-money security interest in the Unit being purchased with the proceeds of this contract.

Late Charges: If a payment is not paid in full within 10 days after its scheduled due date, you will be charged the greater of \$35 or 5% of the payment amount.

Assumption: If you subsequently sell the Unit(s) being purchased, the subsequent purchaser may not assume this obligation on its original terms.

Other Terms: See your contract terms for additional information about security interests, nonpayment, default and our right to require repayment in full before the scheduled maturity date.

## Promotion:

Interest to begin accruing 30 days prior to first payment date indicated in section 6

See Promotional Rider attached for promotion details.

## 7. RETURNED CHECK CHARGE: We may impose a Returned Check Charge of \$25 if any check or other item submitted to us in payment of your Loan is returned to us unpaid.

8. ADDITIONAL PAYMENT, DEFAULT AND PREPAYMENT PROVISIONS: All monthly payments are to be made to the address provided by us on the statement which you will receive. If we accept any monthly payment after the date it is due, this will not affect the due dates of any other amounts due under this contract, nor will it act as an extension of time for payments of any amounts then remaining unpaid. It will also not modify any of our rights under this contract. Receipt of a statement is not a requirement to make a payment.

Subject to any restrictions under applicable law, you can and will be in default if you (i) fail to pay any monthly payment when due; (ii) break any other terms of this contract; or (iii) become the subject of bankruptcy or insolvency proceedings. Upon default, besides collecting late charges according to the terms of Section 6, we may, subject to any notice of default and right to cure default required by applicable law, accelerate payment of the entire balance. We may begin a lawsuit for collection of this amount and you agree to pay reasonable attorneys' fees, court costs and disbursements when and as permitted by applicable law if this contract is referred for collection to any attorney who is not our salaried employee.

Interest will accrue on a simple interest basis by multiplying your outstanding principal balance times a daily periodic rate times the actual number of days the balance is outstanding (except as modified by a promotion as indicated in this contract). The daily periodic rate will be the Contract Rate shown in Section 1 divided by the number of days in the year. You may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by us in writing, relieve you of your obligation to continue to make payments in accordance with the payment schedule. Rather, such early payments will reduce the principal balance due, and may result in you making fewer payments.

## 9. INSURANCE:

A. Required Physical Damage Property Insurance: Until your Loan is fully paid, you are required to have and maintain, at your expense, insurance against theft of, and physical damage to, the Unit, and to furnish us with satisfactory initial and updated evidence of such insurance. It must also include a loss payable clause protecting our interests, and provide for 10 day notice of cancellation to us. You have the right to obtain such insurance through any person of your choice.

B. We, or our designee, may investigate whether you are complying with your obligation to obtain the insurance provided above. If you do not provide us with evidence of the insurance coverage required by this contract, or if you fail to maintain the insurance as required, we may purchase substitute insurance at your expense to protect our interests in the Unit. The insurance we purchase need not protect your interests, and may not pay any claim that you make or any claim that is made against you in connection with the Unit. The insurance we purchase may also be substantially more expensive and may provide less coverage than the insurance you could obtain on your own. If we purchase substitute insurance, you will be responsible, except as restricted by applicable law, for the costs of that insurance, including the insurance premium, interest thereon at the lesser of the Contract Rate set forth in this contract and any other charges we may impose in connection with the placement of the insurance. Unless prohibited by applicable law, we may add these costs to your total outstanding balance or we may charge you separately for those costs. The insurance we obtain may be procured through an agency affiliated with us and, unless prohibited by applicable law, that agency may receive commissions or other payments in connection with the placement of such substitute insurance. You may cancel any substitute insurance we purchased, but only after providing us with evidence that you have obtained insurance as required by this contract.

10. REPOSSESSION: If you default under this contract, we may also have the right, as permitted by applicable law, to repossess the Unit. In the event of such repossession, any personal property of yours in or attached to the Unit which is not subject to our security interest may be held by us without liability. Unless you make written demand on us for the return of such personal property within 10 days (or any longer period required by applicable law) of repossession, you will lose any right to reclaim it from us, except as applicable law otherwise provides. After we repossess the Unit, it may be sold at public or private sale, as provided for by applicable law, and the proceeds received from the sale will be applied to your balance after deducting expenses allowed by law. We will pay you any surplus resulting from a resale of the repossessed Unit, and you will pay us any deficiency when and as permitted by applicable law.

10/04/2006 17:02 8144711005

EBENSBURG YAMAHA

PAGE 04/13

**11. CREDIT REPORTS AND LOAN INFORMATION:** The Lender is authorized to obtain credit reports on you to investigate your credit record at the time of your application and from time to time thereafter to confirm your credit record as long as your account or loan remains open, or is closed with an unpaid balance. The Lender also is authorized to verify your credit, employment and income references, and to obtain such other information as the Lender deems in connection with your application and the periodic review of your account or loan. You also agree that in addition to reviewing your application and account or loan, the Lender may use the credit reports and other information for other purposes, including considering you for additional products and services that are offered by the Lender directly or by the Lender's affiliates. The Lender also is authorized to give consumer reporting agencies (credit bureaus) and others information regarding the Lender's credit experience with you. If you believe that we have information about you that is inaccurate or that we have reported or may report inaccurate information about you to a consumer reporting agency, please contact us at the following address: Yamaha/GEMB, c/o 332 Minnesota St., Suite 610, St. Paul, MN 55101. In so doing, please identify the specific information and tell us why you believe it is inaccurate. If you have a copy of the credit report that includes the information you believe is inaccurate, please send a copy of that report to us when you contact us.

**12. USE OF INFORMATION ABOUT YOU AND YOUR LOAN:** You authorize and direct us to furnish information about you and your Loan to Yamaha Motor Corporation U.S.A. (and its affiliates), and to the dealer through whom you applied for your Loan, for use in connection with the Yamaha Installment Financing offerings. In addition, you agree to the use of information about you and your Loan described in the attached Privacy Policy.

**13. DISPUTED AMOUNTS:** All written communications concerning disputed amounts, including any check or other payment instrument that (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount, or (ii) is tendered with other conditions or limitations, must be mailed or delivered to us at Yamaha/GEMB, c/o 332 Minnesota Street, Suite 610, St. Paul, MN 55101, not the payment address. Without losing any of our rights under this contract, we may accept partial payments, without prejudice to our rights, even if you indicate that such payments represent payment in full of your loan.

**14. TELEPHONE MONITORING:** You agree that, to ensure our commitment to customer service, on occasion your calls to us may be monitored for training and quality control purposes. All calls you make to us are treated confidentially.

**15. GOVERNING LAW:** THIS CONTRACT AND YOUR LOAN, AND ANY CLAIM, DISPUTE OR CONTROVERSY ARISING FROM OR RELATING TO THIS CONTRACT OR YOUR LOAN, WHETHER BASED ON CONTRACT, TORT, FRAUD AND OTHER INTENTIONAL TORTS, CONSTITUTIONS, STATUTE, COMMON LAW AND/OR EQUITY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF UTAH (WITHOUT REGARD TO INTERNAL PRINCIPLES OF CONFLICT OF LAWS) AND APPLICABLE FEDERAL LAW. THE LEGALITY, ENFORCEABILITY AND INTERPRETATION OF THIS CONTRACT AND THE AMOUNTS CONTRACTED FOR, CHARGED AND RECEIVED UNDER THIS CONTRACT WILL BE GOVERNED BY SUCH LAWS. THIS CONTRACT IS ENTERED INTO BETWEEN YOU AND US IN UTAH. WE MAKE DECISIONS ABOUT GRANTING CREDIT TO YOU, AND EXTEND CREDIT TO YOU UNDER THIS CONTRACT, FROM UTAH.

**16. ARBITRATION PROVISION:** This Arbitration Provision sets forth the circumstances and procedures under which a Claim or Claims (as defined below) may be arbitrated instead of litigated in court. This Arbitration Provision supersedes and replaces any existing arbitration provision between you and us. This Arbitration Provision does not apply in PR.

As used in this Arbitration Provision, the term "Claim" or "Claims" means any claim, dispute or controversy between you and us arising from or relating to this contract (the "Contract"), any prior agreement that you may have had with us or the relationships resulting from the Contract or any prior agreement, including the validity, enforceability or scope of this Arbitration Provision, the Contract or any prior agreement. "Claim" or "Claims" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, constitutions, statute, regulations, common law and equity (including any claim for injunctive or declaratory relief). The term "Claim" or "Claims" is to be given the broadest possible meaning and includes, by way of example and without limitation, any claim, dispute or controversy between you and us that arises from or relates to (a) the Contract or any prior agreement, or any balances pursuant to the Contract, (b) the goods or services (including insurance or extended service contracts, if any) financed by the Contract, (c) advertisements, promotions or oral or written statements related to the Contract, the goods or services financed under the Contract or the terms of financing, (d) your application for financing evidenced by the Contract and (e) the origination or servicing of your account evidenced by the Contract or any prior agreement and the collection of amounts owed by you to Lender or any successor.

This Arbitration Provision will not apply to Claims previously asserted, or which are later asserted, in lawsuits filed before the effective date of this Arbitration Provision or any prior arbitration provision between you and lender, whichever is earlier. However, this Arbitration Provision will apply to all other Claims, even if the facts and circumstances giving rise to the Claims existed before the effective date of this Arbitration Provision.

Upon your or our delivery of a written notice to the other party, including a written notice after the commencement of a lawsuit contained in court filings in any such lawsuit, any Claim shall be resolved by arbitration pursuant to this Arbitration Provision and the applicable rules of either the American Arbitration Association ("AAA"), JAMS, or the National Arbitration Forum ("NAP") in effect at the time the Claim is filed. You may select one of these organizations to serve as the arbitration administrator if you initiate an arbitration against us or if either you or we compel arbitration of a Claim which the other party has brought in court. In addition, if we intend to initiate an arbitration against you, we will notify you in writing and give you 20 days to select one of these organizations to serve as the arbitration administrator, if you fail to select an administrator within that 20-day period, we will select one. In all cases, the arbitrator(s) should be a lawyer with more than 10 years of experience or a retired judge. If for any reason the selected organization is unable or unwilling or ceases to serve as the arbitration administrator, you will have 20 days to select a different administrator from the above list; if you fail to select a different administrator within the 20-day period, we will select one. In all cases, with respect to Claims covered by this Arbitration Provision, a party who has asserted a Claim in a lawsuit in court may elect arbitration with respect to any Claim(s) subsequently asserted in that lawsuit by any other party or parties.

We agree that we will not elect to arbitrate an individual Claim that you bring against us in small claims court or your state's equivalent court, if any; however, if that Claim is transferred or appealed to a different court, we reserve our right to elect arbitration.

Notwithstanding any other provision herein, this Arbitration Provision will not apply to our use of judicial or nonjudicial relief to enforce the security agreement relating to the Unit. Such judicial relief may take the form of a lawsuit or a pre-judgment remedy. A pre-judgment remedy may include, but is not limited to, repossession of the Unit. The institution and maintenance of an action for judicial relief in a court or the use of nonjudicial relief to repossess any collateral or to enforce the security agreement shall not constitute a waiver of the right of any party to compel arbitration regarding any other claim.

**IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION, EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION. THE FEES CHARGED BY THE ARBITRATION ADMINISTRATOR MAY BE GREATER THAN THE FEES CHARGED BY A COURT.**

10/04/2006 17:02 8144711005

EBENSBURG YAMAHA

PAGE 05/13

## 16. ARBITRATION PROVISION CONTINUED:

There shall be no authority for any Claims to be arbitrated on a class action basis. Furthermore, Claims brought by or against one buyer (or co-buyers or any cosigner) may not be joined or consolidated in the arbitration with Claims brought by or against any other buyer (or co-buyers or any cosigner). Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will pay all fees up to \$2,500 charged by the arbitration administrator for Claim(s) asserted by you in the arbitration, after you have paid an amount equivalent to the fee, if any, for filing such Claim(s) in state or federal court (whichever is less) in the judicial district in which you reside. (If you have already paid a filing fee for asserting the Claim(s) in court, you will not be required to pay that amount again.) If you are required to pay any fees in excess of \$2,500 to the arbitration administrator ("additional fees"), we will consider a request by you to pay all or part of the additional fees. To the extent that we do not approve your request, if the arbitrator issues an award in your favor, we will still reimburse you for your additional fees paid or owed by you to the arbitration administrator as follows: (1) in the case of additional fees calculated on the basis of the dollar amount of your Claim or the value of the relief you sought, we will reimburse you in an amount equal to the fees you would have paid if the dollar amount of your Claim or the value of the relief you sought had been the amount or value of the award granted in your favor and (2) in the case of other additional fees that were not calculated on the basis of the dollar amount of your Claim or the value of the relief you sought, we will reimburse you for the amount of such additional fees. However, if applicable law requires us to reimburse you for any greater amount(s), the applicable law will control. If the arbitrator issues an award in our favor, you will not be required to reimburse us for any of the fees we have previously paid to the administrator or for which we are responsible. Each party shall bear the expense of that party's attorneys', experts' and witness fees, regardless of which party prevails in the arbitration, unless applicable law and/or this Agreement give a party the right to recover any of those fees from the other party. Notwithstanding the foregoing, if the arbitrator determines that any Claim or defense (or the amount of any Claim) is frivolous or is wrongfully intended to oppress the other party, the arbitrator may impose on the party making the frivolous or oppressive Claim or defense, and/or on such party's counsel, any fees and expenses reasonably incurred by the other party as a result to the extent such fees and expenses could properly be imposed on such party or counsel under Rule 11 of the Federal Rules of Civil Procedure and to the extent such imposition is consistent with applicable law.

This Arbitration Provision is made pursuant to a transaction involving Interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"). 9 U.S.C. Sections 1 et seq. The arbitrator shall apply applicable substantive law consistent with the PAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the award. In conducting the arbitration proceeding, the arbitrator shall not apply the federal or any state rules of civil procedure or rules of evidence. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA and except that, if the amount in controversy exceeds \$100,000, any party can appeal the award to a three-arbitrator panel administered by the arbitration administrator which shall reconsider by the appealing party regardless of the outcome of the appeal provided that we will consider in good faith any request for us to bear all or any part of such fees if you are the appealing party.

As solely used in this Arbitration Provision, the terms "we" and "us" shall for all purposes mean GE Money Bank, Yamaha Motor Corporation U.S.A., the Dealer from whom you purchased the Unit and all of their respective parents, wholly or majority owned subsidiaries, affiliates, predecessors, successors, assigns, employees, officers and directors.

This Arbitration Provision shall survive termination of the Contract as well as the repayment of all amounts borrowed hereunder. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any law or statute consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision or the Agreement. In the event of a conflict or inconsistency between the applicable arbitration rules and this Arbitration Provision, this Arbitration Provision shall govern.

If you have a question about the arbitration administrators mentioned in this Arbitration Provision or would like to obtain a copy of their arbitration rules or fee schedules, you can contact them as follows: American Arbitration Association, 335 Madison Avenue, New York, NY 10017, [www.adr.org](http://www.adr.org), (800) 778-7879, Arbitration Rules for the Resolution of Consumer-Related Disputes (applicable to requests for arbitration filed by a consumer involving a claim under \$10,000) or Commercial Arbitration Rules (for all other claims); JAMS, 45 Broadway, 28th Floor, New York, NY 10006, [www.jamsadr.com](http://www.jamsadr.com), (800) 352-5267, Financial Services Arbitration Rules and Procedures; National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, [www.arb-forum.com](http://www.arb-forum.com), (800) 474-2371, Code of Procedure.

17. OBLIGATION REGARDING UNIT: You understand that you are responsible, at your expense, to keep the Unit in good operating order, repair and condition. You shall not abandon the Unit or use it for retail or commercial purposes. You shall not garage the Unit at any address other than the address shown on the front of this contract without our written consent. You shall not sell the Unit or transfer or assign any interest in it without our written consent. The security interest you are giving us in the Unit shall come ahead of any other claim and you shall defend it as such. You agree to sign any additional documents or provide us with documentation we require to ensure our claim to the Unit is ahead of any other claim. You agree to pay all liens, taxes, and assessments on the Unit. If you fail to do so, we may do so on your behalf. If we do, unless prohibited by applicable law, you will reimburse us for the cost of doing so or we may add the cost with interest at the highest lawful contract rate to your indebtedness.

18. POWER OF ATTORNEY: You authorize us to sign and file, on your behalf, any filing, certificate of ownership, financing statement or amendment regarding the Unit to ensure proper security interest perfection or to obtain duplicate certificates of ownership.

19. DEALER COMPENSATION: We may compensate the seller from whom you purchased the Unit (the "Dealer") in connection with the Dealer's activities in facilitating this Loan Contract.

20. FINAL AGREEMENT; NO WAIVER BY US; OTHER TERMS: This contract is the final expression of the credit agreement between you and us and may not be contradicted by evidence of any prior or contemporaneous oral credit agreement between you and us. Any modification to this contract must be in writing and signed or approved by us. We may decide not to impose part or all of any fee or other amount imposed pursuant to this contract or not to exercise any of our other rights under this contract without affecting any of our rights to act or to avoid acting in the future. Without limiting the foregoing, we may, at our option, release any other person responsible under this contract without notifying any other obligor and without releasing you from your obligation to pay all amounts owing under this contract in full or otherwise to perform the terms and conditions of this contract. Every person who signs, co-signs, guarantees or endorses this contract to the fullest extent allowed by applicable law, waives presentment, demand for payment, protest and notice of dishonor. If any provision of this contract is determined to be void or unenforceable under applicable law, rule or regulation, all other provisions of this contract will still be valid and enforceable.

21. NEW JERSEY RESIDENTS: Because certain provisions of this contract are subject to applicable law, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable within New Jersey.

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 WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

## NOTICE

Initials *SAD*

Initials \_\_\_\_\_

10/04/2006 17:02 8144711005

EBENSBURG YAMAHA

PAGE 06/13

**NOTICE TO CONSUMER/CUSTOMER:** 1. Do not sign this agreement before you read it or if it contains any blank spaces, even if otherwise advised. 2. You are entitled to an exact, completely filled in copy of this agreement. Keep it to protect your legal rights. 3. You have the right to pay in advance the unpaid balance at any time without penalty and, under certain conditions, to obtain a partial refund of the finance charge.

**ABOUT YOUR ANNUAL PERCENTAGE RATE OF FINANCE CHARGE:** The Annual Percentage Rate may be negotiated with the Dealer. We may pay part of the Finance Charge to the Dealer.

**NOTICE TO CONSUMER:** YOU ACKNOWLEDGE THAT THIS LOAN AGREEMENT CONTAINS AN ARBITRATION PROVISION WHICH MAY SUBSTANTIALLY LIMIT YOUR RIGHTS AND UNDER WHICH CERTAIN DISPUTES (AS DESCRIBED IN THE ARBITRATION PROVISION) BETWEEN YOU AND US AND CERTAIN OTHER PARTIES MAY BE RESOLVED BY BINDING ARBITRATION RATHER THAN BY A JUDGE OR JURY. You acknowledge receipt of the GEMB Privacy Policy.

Lender (GE Money Bank)



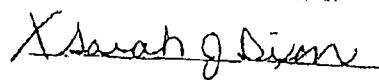
Signed Here By \_\_\_\_\_  
 (Authorized Representative - Vice President) Date \_\_\_\_\_

Service Center's Address:

Yamaha / GEMB  
 c/o 332 Minnesota Street, Suite 610  
 St. Paul, MN 55101

By signing below borrower(s) agrees to the terms of this contract contained in five pages and acknowledge receipt of signed complete copy of this contract.

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.



10/6/06  
 Date \_\_\_\_\_

Date \_\_\_\_\_

1 Copy - Lender

1 Copy - Dealer

1 Copy - Customer

12000 10000 600 507

**COMMONWEALTH OF PENNSYLVANIA**  
**DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES**  
**CERTIFICATE OF TITLE FOR AN ALL-TERRAIN VEHICLE**  
*Issued in accordance with Section 77121 of the Vehicle Code, Title 75, Pennsylvania Consolidated Statutes*

NAME SARAH J DIXON  
 ADDRESS 910 SHOWERS RD  
 DU BOIS PA 15801-6680

A399612 TITLE NUMBER	2006 YEAR	YAMAHA MAKE OF ALL TERRAIN VEHICLE	
JY4AM07Y76C013483 VEHICLE IDENTIFICATION NUMBER		1 CLASS	YFM700RVL MODEL
11/27/2006 DATE OF ISSUE	11/27/2006 DATE OF ORIGINAL TITLE	<input type="checkbox"/> SATISFIED <input type="checkbox"/> RELEASED DUPLICATE TITLE	

## FIRST SECURED PARTY

NAME GE MONEY BANK  
 ADDRESS 332 MINNESOTA ST  
 SUITE 610  
 SAINT PAUL MN 55101-1314

SATISFIED  RELEASED  
DATE

BY

AUTHORIZED REPRESENTATIVE  
 SATISFIED  RELEASED  
DATE

## SECOND SECURED PARTY

NAME  
 ADDRESS

BY

AUTHORIZED REPRESENTATIVE

I certify that reasonable diligence has been used in examining the statement presented in the Application for Certificate of Title to the All-Terrain Vehicle described hereon, and that the proof of ownership of said vehicle presented with said application warrants the issuance of this certificate naming the applicant as lawful owner of said vehicle. Wherefore, I certify that as of the date inscribed hereon, the official records of the Pennsylvania Department of Conservation and Natural Resources reflect that said applicant is the lawful owner of said All-Terrain Vehicle.



SECRETARY OF DEPARTMENT OF  
 CONSERVATION & NATURAL RESOURCES

KEEP IN A SAFE PLACE — ANY ALTERATION OR ERASURE VOIDS THIS TITLE

8100-FM-FR0100 8/2001

595234

**NOTICE OF DEFAULT AND  
OPPORTUNITY TO CURE DEFAULT**

Date of Notice: 05/24/2007

SARAH J DIXON  
712 N RAILROAD AVE, APT 11  
PORTAGE, PA 15946-0000

NOD-1  
Multi-State

**GE Money Bank**  
PO Box 981127  
El Paso, TX 79998-1127  
1-866-405-9644  
(6:00am-5:00pm MST Monday-Friday)

Account No: XXXXXXXXXXXX0507

Brief Identification of Credit Transaction: ATV 2006 YAMAHA  
JY4AM07Y76C013483

You are now in default on this credit transaction. If you correct the default within 10 days from the Date of Notice, by paying the Total Due set forth below, you may continue with the contract as though you did not default.

Your Total Due in default is: \$227.77

Cure of default: Within 10 days from the Date of Notice, you may cure your default by sending \$227.77 to:

GE Money Bank  
PO Box 530912  
Atlanta, GA 30353-0912

You may cure your default by sending the amount of \$227.77 on or before 10 days from the date of this Notice to GE Money Bank, PO Box 530912, Atlanta, GA 30353-0912. Only full payment of the delinquency will cure the default. Any partial payments made may be retained and applied to your account, but will not cure the default.

**Creditor's rights:** If you do not correct your default in the time allowed, we may exercise our rights against you under law by taking legal action to repossess the 2006 YAMAHA JY4AM07Y76C013483 ATV. If an attorney is retained to handle litigation arising from the repossession, you will be liable for these attorneys' fees under the terms of the contract and as permitted by applicable law.

If you have any questions, write or telephone GE Money Bank at the number stated above promptly.

If this default was caused by your failure to make a payment or payments, and you want to pay by mail, send a check or money order. Do not send cash.

Note: This letter and all subsequent communications (written and/or oral) are issued as part of an attempt to collect a debt and any information obtained will be used for that purpose.

GE MONEY BANK

**MATTELMAN, WEINROTH & MILLER**

By: Alison B. Weinroth-Shaw, Esquire

Atty ID#: 84407

Suite 2226, Land Title Building

Broad & Chestnut Streets

Philadelphia, PA 19110

(215) 923-2225

Attorneys for Plaintiff

Our file number: 00-70279-0

IN 30 7/11  
M/12:30/WW  
William A. Shaw  
Prothonotary/Clerk of Courts  
I Went to Attn

Plaintiff(s)

COURT OF COMMON PLEAS  
Clearfield County

**GE MONEY BANK**

Case No.: 2008-248-CD

vs.

Defendant(s)

**SARAH J. DIXON**

**PRAECIPE TO SETTLE, DISCONTINUE AND END**

TO THE PROTHONOTARY:

Kindly mark the above captioned case Settled, Discontinued and Ended.

MATTELMAN, WEINROTH & MILLER

By: AB Shaw

Alison Weinroth Shaw, Esquire

ID NO.: 84407