



# CIVIL COVER SHEET AND ENTRY OF APPEARANCE

## Clearfield County Court of Common Pleas

1. Case Caption:

Court Term & No.

08-251-CD

FORD MOTOR CREDIT COMPANY

v.

KYLE KIPER

☐ Jury

☐ Non Jury

☒ Arbitration

(\$0-\$50,000)

2a. Plaintiff (s)

(Name and address)

2b. Defendant(s)

(Name and address)

FORD MOTOR CREDIT COMPANY

P.O. Box 6058

Mesa, AZ 85216

KYLE KIPER

103 East Dubois Ave

Dubois, PA 15801

Any pd  
m/11:32  
\$95.00

icc Any  
icc Sheriff

3a- Related Cases? ☐ Yes ☒ No

If yes, show Caption and Case Numbers

3b. Case Subject to Coordination Order? ☐ Yes ☒ No

If yes, show Caption and Date of Order

### 4. Entry of Appearance

To the Office of Judicial Support:

Kindly enter my appearance on behalf of FORD MOTOR CREDIT COMPANY, (a) plaintiff in this action. Papers may be served at the address set forth below.

Charlene A. Taylor, Esq.

Attorney for party named above (Please print)

203920

Attorney I.D. Number

Address: Maurice & Needleman, P.C.

935 One Penn Center

Philadelphia, PA 19103

Telephone: ( 215 ) 789-7161 Fax: ( 215 ) 563-8970

E-mail: jmercedes@mnlawpc.com

01/14/2008

Date

  
Attorney Signature

Reverse side must be completed

Choose only the one description which best reflects the principal type, of case or relief sought from the list.

### Case Description

|  |  |
|--|--|
| <b>APPEAL</b><br><br><b>Minor Court</b><br>Money Judgment _____<br>Landlord and Tenant _____<br>Code Enforcement _____<br>Personal Injury _____<br>Breach of Contract _____<br>Other _____<br><br><b>Local Agency</b><br>Civil Service _____<br>Motor Vehicle _____<br>Licenses and Inspections _____<br>Liquor Control Board _____<br>Tax Assessment Boards _____<br>Zoning Board _____<br>Other _____<br><br><b>Proceedings Commenced by Petition</b><br>Appointment of Arbitrators _____<br>Change of Name _____<br>Compel Medical Examination _____<br>Election Matters _____<br>Eminent Domain _____<br>Leave to Issue Subpoena _____<br>Mental Health Proceedings _____<br>Other _____<br><br><b>CIVIL ACTIONS COMMENCED BY WRIT OF SUMMONS OR COMPLAINT</b><br><br>Abuse of Process _____<br>Action for Wrongful Death _____<br>Class Action _____<br>Confession of Judgment/Money _____<br>Confession of Judgment/<br>Real Property _____<br>Contract _____ <b>X</b><br>Construction _____<br>Insurance/Bad Faith _____<br>Negotiable Instruments _____<br>Other _____ | <b>Intentional Tort</b><br>Assault and Battery _____<br>Libel and Slander _____<br>Defamation _____<br>Employment/Wrongful Discharge _____<br>False Imprisonment _____<br>Fraud _____<br>Malicious Prosecution _____<br><br><b>Negligence</b><br>Motor Vehicle _____<br>Real Property _____<br>Premises Liability _____<br>Product Liability _____<br>Toxic Tort _____<br>Asbestos _____<br>DES _____<br>Implant _____<br>Toxic Waste _____<br>Other _____<br><br><b>Professional Malpractice</b><br>Dental _____<br>Legal _____<br>Medical _____<br>Other _____<br><br><b>Equity</b><br>Real Property _____<br>Stockholders Derivative Action _____<br>Waste Prevention _____<br>Other _____<br><br><b>Declaratory Judgment</b> _____<br><b>Ground Rent</b> _____<br><b>Mandamus</b> _____<br><b>Real Property</b><br>Ejectment _____<br>Quiet Title _____<br>Mortgage Foreclosure _____<br>Mechanics Lien _____<br>Partition _____<br>Prevent Waste _____<br><br><b>Replevin</b> _____<br><b>Saving Action Um/Uim,</b> _____<br><b>Quo Warranto</b> _____<br>Other _____ |
|--|--|

**ARBITRATION MATTER  
ASSESSMENT OF DAMAGES  
HEARING NOT REQUIRED**

MAURICE & NEEDLEMAN, P.C.  
BY: Joann Needleman, Esq.  
Identification No. 74276  
Charlene A. Taylor, Esq.  
Identification No. 203920  
935 One Penn Center  
1617 John F. Kennedy Blvd  
Philadelphia, PA 19103  
(215) 789-7161

Attorneys for Plaintiff

|  |  |
|--|--|
| <p>FORD MOTOR CREDIT COMPANY LLC,<br/>A DELAWARE LIMITED LIABILITY<br/>COMPANY<br/>P.O. Box 6508<br/>Mesa, Az 85216-6508</p> <p style="text-align: right;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>KYLE KIPER<br/>103 East Dubois Ave<br/>Dubois, Pa 15801</p> <p style="text-align: right;">Defendant(s).</p> | <p>CLEARFIELD COUNTY COURT OF<br/>COMMON PLEAS</p> <p>Case No.</p> |
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**CIVIL ACTION COMPLAINT**

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

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**AVISO**

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia 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 corte tomara medidas y puede continuar la 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 importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

PENNSYLVANIA BAR ASSOCIATION  
Lawyer Referral Service  
P.O. Box 186, Harrisburg, PA 17108  
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**CIVIL ACTION COMPLAINT**

1. Plaintiff, FORD MOTOR CREDIT COMPANY LLC, A Delaware Limited Liability Company, is a Corporation with its principal place of business at P.O. Box 6508, Mesa, State of Arizona.
2. Defendant, Kyle Kiper, is an individual who resides at 103 East Dubois Ave Dubois, Pa 15801.
3. At all times relevant, the Plaintiff was in the business of loaning money on motor vehicle installment sales contracts, including but not limited to the note signed by Defendant(s), hereinafter more fully described.
4. On or about July 13, 2002, the Defendant(s) entered into a written Motor Vehicle Retail Installment Contract, (hereinafter referred to as the "Contract"), for the purpose of obtaining

financing in the amount of \$16406.75, at an annual percentage rate of 6.250%, in order to purchase a certain motor vehicle, a 2002 Ford Focus, more particularly described in the Contract (hereinafter referred to as the "Vehicle"). *A copy of the Contract is attached and marked as Exhibit A.*

5. Pursuant to the Contract, Defendant(s) was required to make monthly payments in the amount of \$224.19 for a period of 60 months until the loan was paid in full all as is more fully set forth in the Contract.

6. Defendant(s) made payments until February 21, 2007, but has failed to make any further payments thereafter, and are therefore in default of the Contract.

7. As a result of the default by Defendant(s), and pursuant to the terms of the Contract, all balances due on the Contract are subject to finance charges in the amount of 6.250% until such time that the balance is paid in full.

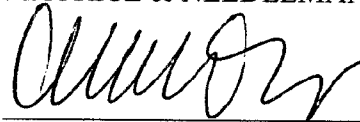
8. By reason of the default, the Defendant(s) is indebted to Plaintiff for the balance of \$2991.26.

9. In addition to the foregoing, there is due from the Defendant(s) interest in the amount of \$114.73.

10. The total amount due and owing is \$3105.99.

WHEREFORE, Plaintiff, requests judgment in its favor and against the Defendant(s), in the amount of \$3105.99 as well as additional interest that may accrue and such other and further relief as this Court may deem equitable and just.

Respectfully submitted,  
MAURICE & NEEDLEMAN, P.C.



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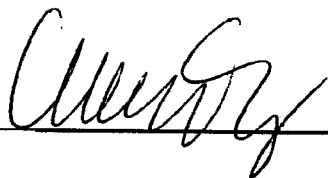
CHARLENE A. TAYLOR, ESQUIRE  
Attorney for Plaintiff

Date: January 14, 2008

**VERIFICATION**

I, CHARLENE A. TAYLOR, ESQUIRE, verify that I am the Attorney of record for Plaintiff, FORD MOTOR CREDIT COMPANY LLC, A DELAWARE LIMITED LIABILITY COMPANY, and duly authorized to make this verification on its behalf; that statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief.

These statements are made subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.

BY:  \_\_\_\_\_  
CHARLENE A. TAYLOR ESQUIRE

DATED: January 14, 2008

**ARKANSAS SIMPLE INTEREST VEHICLE RETAIL INSTALLMENT CONTRACT** DEAL # 00126980 DATE 07/13/2002

|  |  |  |  |
|--|--|--|--|
| Buyer (and Co-Buyer) Name and Address (Include County and Zip Code)<br><b>KYLE KIPER</b><br><b>1716 N GARLAND AVE</b><br><b>FAYETTEVILLE</b><br><b>WASHINGTON</b><br><b>AR 72703</b> |  | CREDITOR (Seller Name and Address)<br><b>LEWIS FORD SALES</b><br><b>P O BOX 8430</b><br><b>FAYETTEVILLE</b><br><b>AR 72703</b> |  |
|--|--|--|--|

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract.

| New/Used | Year and Make | Model | GVW # Truck (lbs.) | Vehicle Identification Number | Use For Which Purchased  |
|----------|---------------|-------|--------------------|-------------------------------|--|
| NEW      | 2002 FORD     | FOCUS |                    | 1FAFP33P72W111117             | <input type="checkbox"/> Personal <input type="checkbox"/> Agricultural<br><input type="checkbox"/> Commercial |

|          |                |                 |              |
|----------|----------------|-----------------|--------------|
| Trade-in | 1993 CHEVROLET | \$ 3000.00      | 2044.64      |
|          | Year and Make  | Gross Allowance | Amount Owing |


| ITEMIZATION OF AMOUNT FINANCED  |                |
|---|----------------|
| 1. Cash Price   | \$ 13988.36(1) |
| 2. Down Payment   |                |
| Third Party Rebate Assigned to Creditor   | \$ 2000.00     |
| Cash Down Payment   | \$ N/A         |
| Trade-In (description above)  | \$ 955.36      |
| Total Down Payment  | \$ 2955.36(2)  |
| 3. Unpaid Balance of Cash Price (1 minus 2)   | \$ 11033.00(3) |
| 4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts) |                |
| To Public Officials   |                |
| (i) for license, title & registration fees  | \$ 1.00        |
| (ii) for filing fees  | \$ N/A         |
| (iii) for taxes (not in Cash Price)   | \$ N/A \$ 1.00 |
| To Insurance Companies for:   |                |
| Credit Life Insurance   | \$ N/A         |
| Credit Disability Insurance   | \$ N/A         |
| To _____ for _____  | \$ N/A         |
| To _____ for _____  | \$ N/A         |
| To _____ for _____  | \$ N/A         |
| To LEWIS FORD SALE for WDS GAP  | \$ 465.00      |
| Total   | \$ 466.00(4)   |
| 5. Amount Financed (3 plus 4)   | \$ 11499.00(5) |

| FEDERAL TRUTH-IN-LENDING DISCLOSURES     |  |  |   |   |
|--|--|--|---|---|
| ANNUAL PERCENTAGE RATE                   | FINANCE CHARGE                             | Amount Financed  | Total of Payments   | Total Sale Price  |
| The cost of your credit as a yearly rate | The dollar amount the credit will cost you | The amount of credit provided to you or on your behalf | The amount you will have paid when you have made all scheduled payments | The total cost of your purchase on credit, including your downpayment |
| 6.25%                                    | \$ 1952.40                                 | \$ 11499.00  | \$ 13451.40   | \$ 16406.76   |

| Payment Schedule -             | Number of Payments | Amount of Each Payment | When Payments are due |
|--------------------------------|--------------------|------------------------|-----------------------|
| Your payment schedule will be: | 59                 | \$ 224.19              | monthly starting      |
|                                | 1 final            | \$ 224.19              | AUG 27TH 2002         |

**Prepayment:** If you pay off your debt early, you will not have to pay a penalty.  
**Late Payment:** You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 7.5% of the late amount or \$50.00, whichever is less.  
**Security Interest:** You are giving a security interest in the vehicle being purchased.  
**Contract:** Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

Any change in this contract must be in writing and signed by you and the Creditor.

|   |                           |
|---|---------------------------|
| BUYER   | CO-BUYER                  |
| <b>NOTICE TO THE BUYER</b><br>Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign.<br>Buyer acknowledges receipt of a true and completely filled in copy of this contract at the time of signing. |                           |
| Buyer Signs<br>  | (Co) Buyer Signs<br>_____ |

By signing below, the Seller accepts this contract. If no other Assignee is named in a separate assignment attached to this contract the Seller assigns it to Ford Motor Credit Company.  
**LEWIS FORD SALES**  
 Seller \_\_\_\_\_  
 FC 17603-SI Oct 00 (Previous editions may NOT be used.)

**INSURANCE**  
 VEHICLE INSURANCE MAY BE OBTAINED FROM A PERSON OF YOUR CHOICE. THE BUYER MAY PROVIDE SUCH INSURANCE THROUGH AN EXISTING POLICY OR A POLICY INDEPENDENTLY OBTAINED AND PAID FOR BY THE BUYER.

INSURANCE DOES NOT COVER PERSONAL LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS.

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

|                                      |         |
|--------------------------------------|---------|
| <input type="checkbox"/> Credit Life | Insurer |
| \$ N/A                               | Premium |
| Insured(s)                           |         |
| Signature(s)                         |         |

|                                     |         |
|-------------------------------------|---------|
| <input type="checkbox"/> Disability | Insurer |
| \$ N/A                              | Premium |
| Insured                             |         |
| Signature                           |         |

|  |         |
|--|---------|
| <input type="checkbox"/> Type of Insurance | Term    |
| Insurer                                    | Premium |
| Signature                                  |         |

Credit Life and Credit Disability Insurance are for the term of the contract. The amount and coverages are shown in a notice or agreement given to you on this date.

You are required to insure the vehicle. If a charge is shown below, the Creditor will try to buy the coverages checked for the term shown. Coverages will be based on the cash value of the vehicle at time of loss, but not more than the limits of the policy.

|  |                                 |                      |
|--|---------------------------------|----------------------|
| <input type="checkbox"/> Comprehensive                           | <input type="checkbox"/> \$ N/A | Deductible Collision |
| <input type="checkbox"/> Fire-Theft-Combined Additional Coverage |                                 |                      |
| <input type="checkbox"/> Towing and Labor                        |                                 |                      |
| <input type="checkbox"/> Term                                    | N/A                             | Months (Estimate)    |
| Premium  | \$ N/A                          |                      |

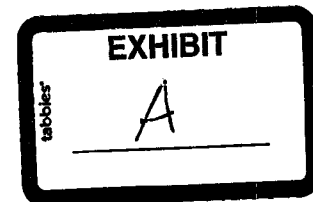
**QUESTIONS?**



PLEASE CALL US AT 1-800-727-7000

SEE BACK FOR ADDITIONAL AGREEMENTS 00-002

ORIGINAL





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

Service # 1 of 1 Services

Sheriff Docket # **103756**

FORD MOTOR CREDIT COMPANY

Case # 08-251-CD

vs.

KYLE KIPER

TYPE OF SERVICE CIVIL COVER SHEET, ENTRY OF APPEARANCE & COMPL

## SHERIFF RETURNS

NOW June 20, 2008 RETURNED THE WITHIN CIVIL COVER SHEET, ENTRY OF APPEARANCE & COMPLAINT "NOT SERVED, TIME EXPIRED" AS TO KYLE KIPER, DEFENDANT. SEVERAL ATTEMPTS, NOT HOME

SERVED BY: /

## Return Costs

| PURPOSE         | VENDOR  | CHECK # | AMOUNT |
|-----------------|---------|---------|--------|
| SURCHARGE       | MAURICE | 10106   | 10.00  |
| SHERIFF HAWKINS | MAURICE | 10106   | 52.38  |

0/3:00am  
JUN 20 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before me This

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

So Answers,

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

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01/14/2008

Date

  
Attorney Signature

Reverse side must be completed

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|   |         |                                |       |
|---|---------|--------------------------------|-------|
| APPEAL  |         | Intentional Tort               |       |
| Minor Court   |         | Assault and Battery            |       |
| Money Judgment  | _____   | Libel and Slander              | _____ |
| Landlord and Tenant                                     | _____   | Defamation                     | _____ |
| Code Enforcement  | _____   | Employment/Wrongful Discharge  | _____ |
| Personal Injury   | _____   | False Imprisonment             | _____ |
| Breach of Contract                                      | _____   | Fraud                          | _____ |
| Other _____   | _____   | Malicious Prosecution          | _____ |
| Local Agency  |         | Negligence                     |       |
| Civil Service   | _____   | Motor Vehicle                  | _____ |
| Motor Vehicle   | _____   | Real Property                  | _____ |
| Licenses and Inspections                                | _____   | Premises Liability             | _____ |
| Liquor Control Board                                    | _____   | Product Liability              | _____ |
| Tax Assessment Boards                                   | _____   | Toxic Tort                     | _____ |
| Zoning Board  | _____   | Asbestos                       | _____ |
| Other _____   | _____   | DES                            | _____ |
| Proceedings Commenced by Petition                       |         | Implant                        |       |
| Appointment of Arbitrators                              | _____   | Toxic Waste                    | _____ |
| Change of Name  | _____   | Other _____                    | _____ |
| Compel Medical Examination                              | _____   | Professional Malpractice       | _____ |
| Election Matters  | _____   | Dental                         | _____ |
| Eminent Domain  | _____   | Legal                          | _____ |
| Leave to Issue Subpoena                                 | _____   | Medical                        | _____ |
| Mental Health Proceedings                               | _____   | Other _____                    | _____ |
| Other _____   | _____   | Equity                         | _____ |
| CIVIL ACTIONS COMMENCED BY WRIT OF SUMMONS OR COMPLAINT |         | Real Property                  |       |
| Abuse of Process  | _____   | Stockholders Derivative Action | _____ |
| Action for Wrongful Death                               | _____   | Waste Prevention               | _____ |
| Class Action  | _____   | Other _____                    | _____ |
| Confession of Judgment/Money                            | _____   | Declaratory Judgment           | _____ |
| Confession of Judgment/Real Property                    | _____   | Ground Rent                    | _____ |
| Contract  | _____ X | Mandamus                       | _____ |
| Construction  | _____   | Real Property                  | _____ |
| Insurance/Bad Faith                                     | _____   | Ejectment                      | _____ |
| Negotiable Instruments                                  | _____   | Quiet Title                    | _____ |
| Other _____   | _____   | Mortgage Foreclosure           | _____ |
|   |         | Mechanics Lien                 | _____ |
|   |         | Partition                      | _____ |
|   |         | Prevent Waste                  | _____ |
|   |         | Replevin                       | _____ |
|   |         | Saving Action Um/Uim,          | _____ |
|   |         | Quo Warranto                   | _____ |
|   |         | Other _____                    | _____ |

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|  |  |
|--|--|
| <p>FORD MOTOR CREDIT COMPANY LLC, A<br/>DELAWARE LIMITED LIABILITY<br/>COMPANY<br/>P.O. Box 6508<br/>Mesa, Az 85216-6508</p> <p>Plaintiff,</p> <p>v.</p> <p>KYLE KIPER<br/>103 East Dubois Ave<br/>Dubois, Pa 15801</p> <p>Defendant(s).</p> | <p>CLEARFIELD COUNTY COURT OF<br/>COMMON PLEAS</p> <p>Case No.</p> |
|--|--|

**CIVIL ACTION COMPLAINT**

1. Plaintiff, FORD MOTOR CREDIT COMPANY LLC, A Delaware Limited Liability Company, is a Corporation with its principal place of business at P.O. Box 6508, Mesa, State of Arizona.
2. Defendant, Kyle Kiper, is an individual who resides at 103 East Dubois Ave Dubois, Pa 15801.
3. At all times relevant, the Plaintiff was in the business of loaning money on motor vehicle installment sales contracts, including but not limited to the note signed by Defendant(s), hereinafter more fully described.
4. On or about July 13, 2002, the Defendant(s) entered into a written Motor Vehicle Retail Installment Contract, (hereinafter referred to as the "Contract"), for the purpose of obtaining

financing in the amount of \$16406.75, at an annual percentage rate of 6.250%, in order to purchase a certain motor vehicle, a 2002 Ford Focus, more particularly described in the Contract (hereinafter referred to as the "Vehicle"). *A copy of the Contract is attached and marked as Exhibit A.*

5. Pursuant to the Contract, Defendant(s) was required to make monthly payments in the amount of \$224.19 for a period of 60 months until the loan was paid in full all as is more fully set forth in the Contract.

6. Defendant(s) made payments until February 21, 2007, but has failed to make any further payments thereafter, and are therefore in default of the Contract.

7. As a result of the default by Defendant(s), and pursuant to the terms of the Contract, all balances due on the Contract are subject to finance charges in the amount of 6.250% until such time that the balance is paid in full.

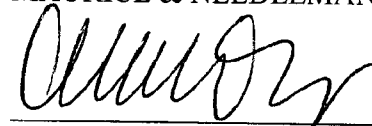
8. By reason of the default, the Defendant(s) is indebted to Plaintiff for the balance of \$2991.26.

9. In addition to the foregoing, there is due from the Defendant(s) interest in the amount of \$114.73.

10. The total amount due and owing is \$3105.99.

WHEREFORE, Plaintiff, requests judgment in its favor and against the Defendant(s), in the amount of \$3105.99 as well as additional interest that may accrue and such other and further relief as this Court may deem equitable and just.

Respectfully submitted,  
MAURICE & NEEDLEMAN, P.C.



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CHARLENE A. TAYLOR, ESQUIRE  
Attorney for Plaintiff

Date: January 14, 2008

**VERIFICATION**

I, CHARLENE A. TAYLOR, ESQUIRE, verify that I am the Attorney of record for Plaintiff, FORD MOTOR CREDIT COMPANY LLC, A DELAWARE LIMITED LIABILITY COMPANY, and duly authorized to make this verification on its behalf; that statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief.

These statements are made subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.

BY: \_\_\_\_\_

CHARLENE A. TAYLOR ESQUIRE

DATED: January 14, 2008

**ARKANSAS SIMPLE INTEREST VEHICLE RETAIL INSTALLMENT CONTRACT** DEAL # 00126980 DATE 07/13/2002

|  |  |  |  |
|--|--|--|--|
| Buyer (and Co-Buyer) Name and Address (Include County and Zip Code)<br><b>KYLE KIPER</b><br><b>1716 N GARLAND AVE</b><br><b>PAYETTEVILLE</b><br><b>WASHINGTON</b><br><b>AR 72703</b> |  | CREDITOR (Seller Name and Address)<br><b>LEWIS FORD SALES</b><br><b>P O BOX 8430</b><br><b>PAYETTEVILLE</b><br><b>AR 72703</b> |  |
|--|--|--|--|

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract.

| New/Used | Year and Make | Model | GVW if Truck (lbs.) | Vehicle Identification Number | Use For Which Purchased  |
|----------|---------------|-------|---------------------|-------------------------------|--|
| NEW      | 2002 FORD     | FOCUS |                     | 1FAPP33P72W111117             | <input type="checkbox"/> Personal <input type="checkbox"/> Agricultural<br><input type="checkbox"/> Commercial |

|          |                |                 |             |
|----------|----------------|-----------------|-------------|
| Trade-in | 1993 CHEVROLET | \$ 3000.00      | 2044.64     |
|          | Year and Make  | Gross Allowance | Amount Owng |

| ITEMIZATION OF AMOUNT FINANCED  |                |
|---|----------------|
| 1. Cash Price   | \$ 13988.36(1) |
| 2. Down Payment   |                |
| Third Party Rebate Assigned to Creditor   | \$ 2000.00     |
| Cash Down Payment   | \$ N/A         |
| Trade-In (description above)  | \$ 955.36      |
| Total Down Payment  | \$ 2955.36(2)  |
| 3. Unpaid Balance of Cash Price (1 minus 2)   | \$ 11033.00(3) |
| 4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts) |                |
| To Public Officials   |                |
| (i) for license, title & registration fees  | \$ 1.00        |
| (ii) for filing fees  | \$ N/A         |
| (iii) for taxes (not in Cash Price)   | \$ N/A \$ 1.00 |
| To Insurance Companies for:   |                |
| Credit Life Insurance   | \$ N/A         |
| Credit Disability Insurance   | \$ N/A         |
| To _____ for _____  | \$ N/A         |
| To _____ for _____  | \$ N/A         |
| To _____ for _____  | \$ N/A         |
| To LEWIS FORD SALE for WDS GAP  | \$ 465.00      |
| Total   | \$ 466.00(4)   |
| 5. Amount Financed (3 plus 4)   | \$ 11499.00(5) |

| FEDERAL TRUTH-IN-LENDING DISCLOSURES     |  |  |   |   |
|--|--|--|---|---|
| ANNUAL PERCENTAGE RATE                   | FINANCE CHARGE                             | Amount Financed  | Total of Payments   | Total Sale Price  |
| The cost of your credit as a yearly rate | The dollar amount the credit will cost you | The amount of credit provided to you or on your behalf | The amount you will have paid when you have made all scheduled payments | The total cost of your purchase on credit, including your downpayment |
| 6.25 %                                   | \$ 1952.40                                 | \$ 11499.00  | \$ 13451.40   | \$ 16406.76   |

|  |   |                                     |   |
|--|---|-------------------------------------|---|
| Payment Schedule -<br>Your payment schedule will be: | <input type="checkbox"/> Number of Payments<br>59 | Amount of Each Payment<br>\$ 224.19 | When Payments are due<br>monthly starting<br>AUG. 27TH 2002 |
|  | <input type="checkbox"/> 1 final                  | \$ 224.19                           | AUG. 27TH 2002  |

**Prepayment:** If you pay off your debt early, you will not have to pay a penalty.  
**Late Payment:** You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 7.5% of the late amount or \$50.00, whichever is less.  
**Security Interest:** You are giving a security interest in the vehicle being purchased.  
**Contract:** Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

Any change in this contract must be in writing and signed by you and the Creditor.

BUYER [Signature] CO-BUYER \_\_\_\_\_

| NOTICE TO THE BUYER   |
|---|
| Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign.<br>Buyer acknowledges receipt of a true and completely filled in copy of this contract at the time of signing. |
| Buyer Sign <u>[Signature]</u> (Co) Buyer Sign _____   |

By signing below, the Seller accepts this contract. If no other Assignee is named in a separate assignment attached to this contract the Seller assigns it to Ford Motor Credit Company.  
 SELLER **LEWIS FORD SALES** By [Signature]

| INSURANCE  |   |
|--|---|
| VEHICLE INSURANCE MAY BE OBTAINED FROM A PERSON OF YOUR CHOICE. THE BUYER MAY PROVIDE SUCH INSURANCE THROUGH AN EXISTING POLICY OR A POLICY INDEPENDENTLY OBTAINED AND PAID FOR BY THE BUYER.<br>INSURANCE DOES NOT COVER PERSONAL LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS.<br>CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM. |   |
| <input type="checkbox"/> Credit Life   | Insurer _____<br>Premium \$ N/A<br>Insured(s) _____<br>Signature(s) _____ |
| <input type="checkbox"/> Disability  | Insurer _____<br>Premium \$ N/A<br>Insured _____<br>Signature _____       |
| <input type="checkbox"/> Type of Insurance   | Term N/A<br>Insurer _____ Premium \$ N/A<br>Signature _____               |
| Credit Life and Credit Disability Insurance are for the term of the contract. The amount and coverages are shown in a notice or agreement given to you on this date.   |   |
| You are required to insure the vehicle. If a charge is shown below, the Creditor will try to buy the coverages checked for the term shown. Coverages will be based on the cash value of the vehicle at time of loss, but not more than the limits of the policy.   |   |
| <input type="checkbox"/> Comprehensive   | <input type="checkbox"/> \$ N/A Deductible Collision                      |
| <input type="checkbox"/> Fire-Theft-Combined Additional Coverage   |   |
| <input type="checkbox"/> Towing and Labor  |   |
| <input type="checkbox"/> Term  | Months (Estimate) N/A<br>Premium \$ N/A                                   |

**QUESTIONS?**



PLEASE CALL US AT 1-800-727-7000

SEE BACK FOR ADDITIONAL AGREEMENTS 00-002

ORIGINAL

| EXHIBIT |
|---------|
| A       |



MAURICE & NEEDLEMAN, P.C.  
BY: Joann Needleman, Esq.  
Identification No. 74276  
BY: Charlene Taylor, Esq.  
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(215) 789-7155

Attorneys for Plaintiff

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MAURICE & NEEDLEMAN, P.C.  
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CLEARFIELD COUNTY COURT OF  
COMMON PLEAS  
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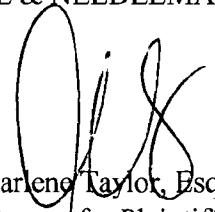
**PRAECIPE TO WITHDRAW COMPLAINT**

TO THE PROTHONOTARY:

Kindly Withdraw the Complaint originally filed with the Court on 02/11/2008.

MAURICE & NEEDLEMAN, P.C.

BY:

  
Charlene Taylor, Esq.  
Attorney for Plaintiff

Date: March 3, 2009