

08-334-CD  
BB&T Credit vs Mark Gormont

**FILED**

*2/27/08*  
**FEB 27 2008**

*M 11:26 AM*  
William A. Shaw  
Prothonotary/Clerk of Courts

*LEKT TO SHER*

ROBERT D. KODAK, ESQUIRE  
KODAK & IMBLUM, P.C.  
407 N FRONT STREET, PO BOX 11848  
HARRISBURG, PA 17108-1848  
(717) 238-7159

Attorney for Plaintiff

BB&T CREDIT SERVICES, INC.  
Plaintiff

IN THE COURT OF COMMON PLEAS  
**CLEARFIELD COUNTY, PENNSYLVANIA**

v

NO. 2008-334-C0

MARK A. GORMONT

Defendant(s)

CIVIL ACTION - LAW

**NOTICE**

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

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

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

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
1 NORTH SECOND STREET  
CLEARFIELD PA 16830  
814-765-2641, EXT. 32

*July 3, 2008* Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

*Aus. 1, 2008* Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

*John*  
Deputy Prothonotary

*John*  
Deputy Prothonotary

## **AVISO**

**USTED HA SIDO DEMANDADO/A EN CORTE.** Si usted desea defenderse de las demandas que se presentan mas adelante en las siguientes paginas, debe tomar accion dentro de los proximos veinte (20) dias despues de la notificacion de esta Demanda y Aviso radicando personalmente o por medio de un abogado una comparecencia escrita y radicando en la Corte por escrito sus defensas de, y objeciones a, las demandas presentadas aqui en contra suya. Se le advierte de que si usted falla de tomar accion como se describe anteriormente, el caso puede proceder sin usted y un fallo por cualquier suma de dinero reclamada en la demanda o cualquier otra reclamacion o remedio solicitado por el demandante puede ser dictado en contra suya por la Corte sin mas aviso adicional. Usted puede perder dinero o propiedad u otros derechos importantes para usted.

**USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO, LLAME O VAYA A LA SIGUIENTE OFICINA. ESTA OFICINA PUEDE PROVEERLE INFORMACION A CERCA DE COMO CONSEGUIR UN ABOGADO.**

SI USTED NO PUEDE PAGAR POR LOS SERVICIOS DE UN ABOGADO, ES POSIBLE QUE ESTA OFICINA LE PUEDA PROVEER INFORMACION SOBRE AGENCIAS QUE OFREZCAN SERVICIOS LEGALES SIN CARGO O BAJO COSTO A PERSONAS QUE CUALIFICAN.

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
1 NORTH SECOND STREET  
CLEARFIELD PA 16830  
814-765-2641, EXT. 32

BB&T CREDIT SERVICES, INC.

Plaintiff

v

MARK A. GORMONT

Defendant(s)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

NO.

CIVIL ACTION - LAW

**C O M P L A I N T**

The Plaintiff, BB&T CREDIT SERVICES, INC., by its attorneys, **KODAK & IMBLUM, P.C.**, brings this action of Assumpsit against the Defendant to recover the sum of THIRTEEN THOUSAND NINE HUNDRED FORTY DOLLARS AND FIFTY-FOUR CENTS (\$13,940.54), along with interest thereon at the rate of 5.54% from December 10, 2005, upon a cause of action of which the following is a statement:

1. The Plaintiff, BB&T CREDIT SERVICES, INC., is a corporation organized and existing under the laws of the State of North Carolina, having its principal office and place of business at 1410 Coulter Drive, Roanoke, VA 24012.
  
2. The Defendant, MARK A. GORMONT, is an adult individual residing at **405 Gertrude Street, Philipsburg, Clearfield County, Pennsylvania 16866.**
  
3. On or about March 4, 2004, the Defendant did enter into a Installment Sale Contract and Security Agreement with Plaintiff for the purchase of a 2003 Ford Explorer, a

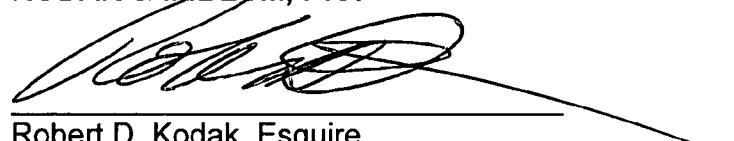
true and correct copy of which is attached hereto, marked **Exhibit "A"** and made a part hereof.

4. The Defendant defaulted on the obligation to make payments by neglecting and refusing to honor the remaining contract payments.
5. The Defendant's vehicle was repossessed with an outstanding balance due and owing of Twenty Thousand Nine Hundred Fifty-Nine Dollars and Sixty-Four Cents (\$20,959.64) as shown on Plaintiff's August 3, 2005 Notice to Defendant notifying Defendant of the balance due and a pending sale of the vehicle, a true and correct copy of which is attached hereto, marked **Exhibit "B"** and made a part hereof.
6. Defendants' vehicle was sold at auction for the gross amount of Ten Thousand Two Hundred Dollars (\$10,200.00) as set forth on **Exhibit "C"** attached hereto and made a part hereof.
7. Said sale left a deficiency balance due and owing in the amount of Eleven Thousand One Hundred Fifty-Two Dollars and Forty-Three Cents (\$11,152.43) as set forth Plaintiff's November 10, 2005 Deficiency Notice to Defendant, a true and correct copy of which is attached hereto, marked **Exhibit "D"** and made a part hereof.

8. The balance due and owing by Defendant to Plaintiff is the sum of Eleven Thousand One Hundred Fifty-Two Dollars and Forty-Three Cents (\$11,152.43) as set forth on Plaintiff's Affidavit of Account attached hereto, marked **Exhibit "E"** and made a part hereof.
9. Due to the default of Defendant, and pursuant to the terms and conditions of the Installment Sale Contract and Security Agreement executed by Defendant and attached hereto as Exhibit "A", attorney's fees in the total amount of Two Thousand Seven Hundred Eighty-Eight Dollars and Eleven Cents (\$2,788.11) have been added to said account.
10. Plaintiff frequently demanded payment from Defendant of said amount due and owing as aforesaid, but Defendant refused and neglected and still refuses and neglects to pay said amount of any part thereof.

WHEREFORE, Plaintiff brings this suit to recover from Defendant the sum of THIRTEEN THOUSAND NINE HUNDRED FORTY DOLLARS AND FIFTY-FOUR CENTS (\$13,940.54), together with interest as set forth herein.

Respectfully submitted,  
**KODAK & IMBLUM, P.C.**



Robert D. Kodak, Esquire  
407 North Front Street  
Post Office Box #11848  
Harrisburg, PA 17108-1848  
(717) 238-7159  
Attorney ID No. 18041  
Attorney for Plaintiff

**INSTALLMENT SALE CONTRACT AND SECURITY A**  
**GORMONT MARK A**
Last Name  First Name 

Promise to Pay: You promise to pay us the Amount Financed shown below, Rate shown below, until paid in full.

944-0076219

Percentage

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost you if you pay as scheduled	Amount Financed The amount of credit provided to you or on your behalf	Total Payments The amount you will have paid when you have made all payments as scheduled	Total Sale Price The total cost of your purchase on credit, including your down payment of \$ <u>430.43</u>
5.54 %	\$ 4340.72	\$ 24454.96	\$ 28795.68	\$ 30234.11

Payments: You will repay this contract in 72 consecutive monthly payments of \$ 399.94 commencing MAR 31, 2004.

Security Interest: You give us a security interest in the property being purchased.

Prepayment: If you pay off early, you will not have to pay a prepayment penalty.

Late Charge: If any payment is more than 10 days late you will be charged 2% of the late amount.

Other Terms: You must refer to the reverse side of this form for additional information about nonpayment, default, and any required repayment of this obligation in full before the scheduled date.

If you do not meet your contract obligations, you may lose the property.

## ITEMIZATION OF AMOUNT FINANCED

1. Cash Price of Vehicle		4. Other Items Financed	
a. Vehicle Cash Price	\$ 25030.00	(seller may retain a portion of these amounts)	
b. Sales Tax	\$ 829.89	a. To: _____ S <u>N/A</u>	
c. Title & Tags	\$ 22.50	(for negative trade equity)	
d. Other Official Fees	\$ 11.00	b. Credit Life Insurance S <u>N/A</u>	
e. Total Cash Price	\$ 25893.39	c. Accident & Health Insurance S <u>N/A</u>	
2. Down Payment		d. Optional Service Contract S <u>N/A</u>	
a. Cash	\$ 400.00	To: _____ <u>N/A</u> <u>N/A</u>	
b. Trade-In Allowance	\$ 11138.43	Term _____	Deductible _____
Less: Amount Owning	\$ 10100.00		
Net Trade-In: <u>1038.43</u>			
Trade-In: <u>FORD EXPLORER 1999</u>			
Make	Model	Year	
c. Total Down Payment	\$ 1438.43		
3. Unpaid Balance	\$ 24454.96		
4. Total Other Items Financed	\$ <u>N/A</u>		
5. Amount Financed	\$ 24454.96		

## SUMMARY NOTICE REGARDING PREPAYMENT AND REINSTATEMENT:

You have the right to prepay this Contract in whole or in part at any time and you will not be charged a penalty for any such prepayment. If the property is repossessed, you have no right to reinstate this Contract.

Credit Life / Accident &amp; Health Insurance: You are not required to purchase credit life or accident and health insurance.

Type	Premium	Signature(s)
Credit Life	<input checked="" type="checkbox"/> Single \$ <u>N/A</u>	By signing, you select credit life insurance.
	<input type="checkbox"/> Joint \$ <u>N/A</u>	

Property Insurance: You may obtain property insurance from anyone acceptable to Seller.
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Contract: You agree to purchase the following property, subject to the terms and conditions contained on both sides of this contract:

New/Used USED Year 2003 No. 405 Make FORD Model EXPLORER Serial Number FMZU73K43UA82681 Mileage 20578  
Used Model Cyl. Trade Name  Manufacturer  Serial No. Radio  Auto Trans.  Manual Trans.  Pwr. Steering  Pwr. Brakes  Pwr. Windows  Air Conditioning  Key Number 

This sale is contingent upon financing on terms which are satisfactory to the parties. You grant to the Seller a security interest in the form of a recorded first lien on the title to the property, or in accordance with the Uniform Commercial Code.

Used Car Buyers Guide: The information on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

**No Liability Insurance Included****Notice to buyer.**

Do not sign this contract in blank. You are entitled to an exact copy of the contract you sign.

Keep it to protect your legal rights.

STATE COLLEGE FORD L/M INC

Seller keeping the title, except as noted unless otherwise noted on the reverse side.

By MARK A GORMONT 

Authorized Signature

3140 W. COLLEGE AVE

Address

STATE COLLEGE PA 16801

MARK A GORMONT

Buyer #1 Printed Name 405 GERTRUDE ST PHILIPSBURG PA 16866 Signature  (Date)

Address

Buyer #2 Printed Name

Signature

(Date)

Address

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ AND RECEIVED AN EXACT COPY OF THIS CONTRACT AND YOU AGREE TO BE JOINTLY AND SEVERALLY BOUND BY ITS TERMS, INCLUDING THOSE THAT APPEAR ON THE REVERSE SIDE.

MARK A GORMONT 

Buyer #1 Printed Name \_\_\_\_\_ Signature \_\_\_\_\_

Non-Buyer Co-Owner of Security: You agree to be fully bound by the security interest provisions of this contract, waive presentment, demand and notice of dishonor, and agree to any extension or extensions of time that may be granted in connection with this contract.

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**NOTICE TO GUARANTOR**  
 You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility, you may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount. The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of your credit record. This notice is not the contract that makes you liable for the debt.

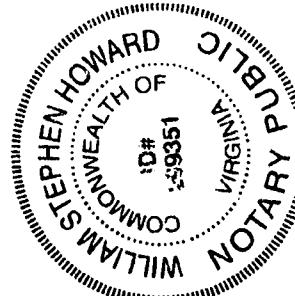
Guaranty: By signing below, you guarantee payment and performance of all of the obligations set forth in this agreement, waive presentment, demand, notice of dishonor, and the benefits of any State exemption law as to the property being purchased, and agree to any extension of time or other modifications that may be granted in connection with this agreement.

Guarantor #1 Printed Name \_\_\_\_\_ Signature \_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Guarantor #2 Printed Name \_\_\_\_\_ Signature \_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_ Zip Code \_\_\_\_\_

Buyer #1 Home Phone: ( (814) 343-4596 ) Buyer #2 Home Phone: (  )Buyer #1 Social Security Number-Buyer #1 182-60-2973 Buyer #2 Social Security Number-Buyer #2 

NO 04 PA 10/03



I certify that this is a true and exact copy of the original note/application.



 I hereby certify under my official seal that I am authorized as Notary Public to administer oaths under the laws of the State of Virginia and that the foregoing was subscribed and sworn to before me, this 31 Day of March, 2004. My Commission Expires 7-31-08  



**ADDITIONAL TERMS (PENNSYLVANIA)**

**Simple Interest:** This is a simple interest contract. Interest will accrue on the unpaid balance on a daily basis. Payments will be applied first to accrued interest, then to principal, then to late charges, if any. Monthly payments made before or after the due date will affect the amount of interest paid. The final payment may be more or less than the originally scheduled amount, depending on the timing of earlier payments relative to their scheduled due dates. Notification of the final payment amount will be mailed.

**Definitions:** "You," "your" and "yours" refer to the Buyer(s). "I," "we," "me" and "us" refer to the Seller or the Sellers and anyone to whom the Seller assigns this contract.

**Security; Ownership and Care of Property:** You also give us a security interest in any parts or things you add to the property described on the front of this agreement, as well as in any unearned insurance premiums and/or service contracts. We will keep title to the property until you have repaid your contract. During this time, you agree not to sell, lease or give the property to anyone else, nor allow anyone to obtain a claim, lien, or security interest against it. You agree to use it carefully and keep it in good repair. You agree not to move the property from any of the addresses listed on the front of this agreement, except for temporary periods or upon written notice to us and with our written approval. You agree not to use or permit anyone to use the property as a taxi cab or delivery vehicle or in violation of any law.

**Insurance; Taxes:** You shall remain bound by this agreement even if the property is lost or damaged. You agree to maintain collision and comprehensive insurance and otherwise insure the property against risks as we may require. The insurance policies must name us as the loss payee. The policies must also say that we will be notified within ten days if the insurance is canceled. You shall deliver the policies to us at our request. If the property is lost or damaged, we may use the insurance proceeds to repair or replace it, or to repay any amounts you owe us. We may act on your behalf in making and settling insurance claims and we may sign your name(s) on any drafts drawn by the insurers. You shall pay all taxes and fees on the property when due. If you fail to do so, we shall have the right (but no obligation) to insure the property or pay any tax or fee and you shall reimburse us with interest at the annual percentage rate you are paying on this contract.

**Prepayment:** You have the right to repay the unpaid balance in full or in part at any time.

**Default and Repossession:** You will be in default:

1. If you fail to make any payment within 10 days of its due date.
2. If you break any other promise you have made to us in this agreement or in connection with any other loan agreement with us.
3. If you die, become insolvent, or any of your property is the subject of a proceeding in bankruptcy, receivership or reorganization.
4. If any property securing this agreement is lost, stolen, substantially damaged, destroyed, sold, or confiscated by government authorities.
5. If you make any false or misleading statement(s) in connection with this agreement.

If you are in default, we may consider all remaining payments to be due and payable, without giving you notice. You agree that our rights of possession will be greater than yours. You will deliver the property to us at our request, or we may use lawful means to take it ourselves without notice or other legal action. We may sell the property after giving proper notice to you at your most recent address on our records. We may apply the proceeds of the sale toward what you owe us. You agree to pay the difference between the sale proceeds and what you owe us. We may claim benefits under any insurance policies and/or service contracts and terminate them to obtain refunds for unearned charges.

To the extent permitted by law, we may add to what you owe us any fees paid for the costs of repossession and sale or for enforcing your obligations. In the event it becomes necessary for counsel employed or retained by us to institute legal proceedings to collect your obligation or protect any security, you agree to pay our attorneys' fees and the court costs we incur in enforcing our rights under this agreement to the extent permitted by law.

**Trade-In:** You certify that you own free and clear, except as disclosed to us, any trade-in property described on the front of this agreement.

**Law That Applies; Other Terms:** Pennsylvania law governs this agreement. If we excuse one default by you that will not excuse later defaults, your heirs and representatives will also be bound by this agreement. You waive the benefit of any state exemption law as to the property being purchased. If any part of this contract becomes illegal or unenforceable, that illegality or unenforceability shall not affect the remainder of the contract.

There are no warranties by Seller, expressed or implied, including warranties of merchantability and fitness for a particular purpose. If, however, we make a written warranty covering the vehicle or, within 90 days from the date of this contract, we extend a service contract covering the vehicle, the exclusion of warranties shall not affect any implied warranties during the term of the applicable written warranty or service contract.

**NOTICE**

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

**ASSIGNMENT**

Seller sells and assigns this installment sales contract and security agreement and all Seller's right, title and interest in the motor vehicle herein described to BB&T Credit Services, Inc. ("Lender"). Seller represents and warrants that this agreement arose from the sale of the motor vehicle, and is genuine, accurate, enforceable, and the only agreement executed by Buyer for the motor vehicle; that Buyer is of the age of majority and otherwise had legal capacity to contract; that Lender shall have a valid first lien on the motor vehicle sold under this agreement; executed by Buyer for the motor vehicle agreement; that all statements contained in this agreement and in the Buyer's credit application are true and correct to the best of Seller's knowledge and belief; that the motor vehicle has been delivered to and accepted by Buyer, that Seller knows of no defense, setoff or counterclaim available to Buyer; that no consideration other than the motor vehicle described has been or will be advanced to Buyer in connection with this transaction; and at the time of sale, Seller was vested with absolute title or absolute authority to sell the vehicle to Buyer free of all liens or security interests of any person. Seller agrees to indemnify and hold Lender harmless from all loss, expense and liability incurred from any breach of Seller's warranties above or incurred because of any claim or violation of any federal, state or local statute, rule or regulation, regardless of Seller's knowledge or lack of knowledge thereof and regardless of Lender's knowledge or lack of knowledge thereof, including, but not limited to, those related to truth-in-lending disclosures, unfair or deceptive acts or practices and equal credit opportunity, and in accordance with and subject to the terms and conditions checked below:

**WITHOUT REOURSE**

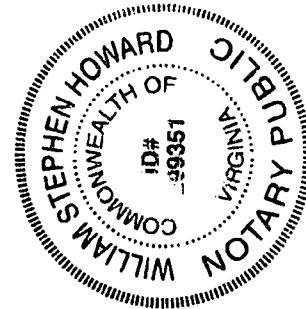
**WITH REOURSE:** Undersigned guarantees prompt and full performance of all the undertakings and obligations thereunder of the Buyer therein named.

**FULL REPURCHASE:** Without recourse except that undersigned agrees to repurchase the motor vehicle, the unpaid portion of the purchase price of which is represented by this agreement, subject to the terms of Lender's agreement with the undersigned.

**PARTIAL REPURCHASE:** Without recourse, except that if the motor vehicle is repossessed, with an unpaid portion of purchase price as represented by the within agreement, undersigned will pay such unpaid balance of the purchase price and receive the vehicle, or in lieu thereof, will pay on demand \$ \_\_\_\_\_ and relinquish all rights to the vehicle without further obligation. If motor vehicle is not repossessed and Buyer is in default, his whereabouts either known or unknown, undersigned will pay to Lender on demand any amount due on the purchase price up to the dollar sum mentioned in this paragraph, and will relinquish all rights to the vehicle without further obligation. Undersigned hereby waives protection under any underlying dealer agreement.

**LIMITED REPURCHASE:** Without recourse except that if the Buyer named therein fails to pay \_\_\_\_\_ installments, undersigned will purchase the motor vehicle, the unpaid portion of the purchase price of which is represented by the within agreement, subject to the terms of Lender's dealer agreement with the undersigned.

Signed \_\_\_\_\_ Dealer \_\_\_\_\_ By \_\_\_\_\_ Title \_\_\_\_\_ (SEAL)



I Certify that this is a true and exact copy of the original note/application.

*Charles A. Blatz*

I hereby certify under my official seal that I am authorized as Notary Public to administer oaths under the laws of the State of Virginia and that the foregoing was subscribed and sworn to before me, this 12 Day of May 2007

Notary Public *Charles A. Blatz* Commission Expires 7-31-08

# BB&T

6402 Arlington Blvd, Suite 830  
Falls Church, VA 22042-2398  
(888)755-9400

8/3/2005

MARK GORMONT  
405 GERTRUDE ST  
PHILIPSBURG, PA 16866

## RE: NOTICE OF OUR PLAN TO SELL PROPERTY

2003 FORD EXPLORER  
VIN: 5TEHN72N14Z388271  
Account #: 9440076219 - 1001

Dear Customer:

We are writing to you as agent for BB&T Credit Services, Inc. This letter is to notify you in connection with the note and security agreement on the above mentioned account, that we have accelerated the debt and declare the balance immediately due, and that we have repossessed the collateral. You may redeem the collateral and terminate your contract with us by paying the following in certified funds only:

Unpaid Balance:	\$ 20,656.56
Unearned Interest Rebate:	\$ -
Accrued Late Charges:	\$ 78.08
Repossession Expense:	\$ 225.00
Total Amount Due:	\$ 20,959.64

In addition to the amount due above, you will be responsible for any expenses incurred while preparing the collateral for sale, storage expenses, attorney's fees and legal expenses. Your account will be credited for any extended warranty or insurance rebates due you.

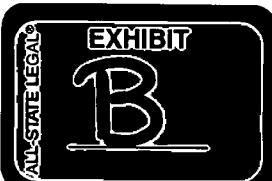
If you do not redeem the collateral, it will be disposed of in accordance with the law, by private sale beginning 08/17/2005, or thereafter until sold. You may be held liable for any deficiency balance resulting from the sale. The collateral is presently stored at 3999 SPRING RD SHERMANS DALE, PA 17090, but may be moved for sale.

You are also advised that any personal property found in the collateral at the time of repossession will be held for you at 3999 SPRING RD SHERMANS DALE, PA 17090, and must be picked up and properly receipted for within (60) sixty days from the date of this letter. If you do not claim these possessions within 60 days, these items may be donated to a charity.

You are entitled to an accounting of the unpaid indebtedness secured by the collateral. You may contact us with your request for an accounting, to learn the exact amount you must pay to redeem the collateral, or for more information regarding the sale or the obligation secured by calling us at (888) 755-9400 or writing the undersigned at 6402 Arlington Blvd., Suite 830, Falls Church, VA 22042. All payments or notices in connection with this matter should be directed there as well.

Very truly yours,  
*Ellen Jones*  
ELLEN JONES

Litigation Division



CAPITAL CITY AUTO AUCTION, INC.

Check Date 9/23/2005

Seller# BANK

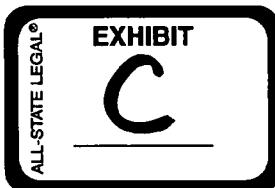
CK#

157419

Run No. FR0045 Sale Date 9/23/2005 Vin 1FMZU73K43UA82681 Year 2003  
Acct No. 243 Make FORD Model EXPLORER XLT

Stock No. 406951 Title WV BM44035 Miles 53874  
Buyer D00006 DAN CUMMINS C/B/P/O INC Sale Amount 10,200.00  
1020 BYPASS RD Vehicle Chgs 200.00  
PARIS, KY 40361 Customer Chgs  
Taxes 3.00  
Net Amount 9,997.00

PICK-UP CHARGE	9/23 FR0045 1FMZU73K43UA82681	50.00	RECON FULL	9/23 FR0045 1FMZU73K43UA82681	75.00
SALE FEE	9/23 FR0045 1FMZU73K43UA82681	75.00	CTAX CHG GST	9/23 FR0045 1FMZU73K43UA82681	3.00





Branch Banking & Trust Co

November 10, 2005

Recovery Department  
P.O. Box 1489  
Lumberton, NC 28359-1489

Mark Gormont  
405 Gertrude St  
Philipsburg, PA 16866

Re: 94400762191001  
2003 Ford Explorer  
1FMZU73K43UA82681

Recently, BB&T repossessed the above referenced collateral and notified you that it would be sold at private sale unless you redeemed it or secured a person who was both willing and able to purchase the collateral.

This notice is to provide you with an accounting of the disposition of the proceeds of the sales and to advise you of the remaining balance owing on the account. The accounting is as follows:

Loan Balance at Time of Repossession	\$20,924.43
Plus Expenses Involved With Repossession	\$428.00
AMOUNT OWED BEFORE SALE	\$21,352.43
Proceeds From Sale of Collateral	\$10,200.00
Other Credits	\$0.00
Less Total Amount Credited To Account	\$10,200.00
Balance Owing	\$11,152.43

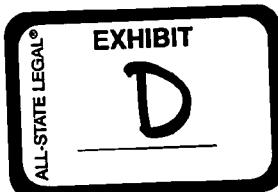
The Balance Owing is due and must be paid. In the event that you can not pay the account in full, please call the Representative listed below and discuss the possibility of establishing a plan of repayment that is satisfactory to both you and BB&T.

In the event that you do not pay the Balance Owing in full or contact BB&T to establish a satisfactory plan for repayment within ten days from the date of this letter, your account will be reviewed for further action.

Our office hours are Monday-Thursday, 8:30 a.m.-9:00 p.m. and Friday, 8:30 a.m.-5:30 p.m. EST.

Thank you for your prompt attention to this matter.

Mrs. T O Strickland  
1-800-459-2689



AFFIDAVIT 9- INDIRECT SOLD AFFIDAVIT

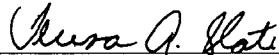
VIRGINIA:

BB&T Credit Services Inc.  
A Corporation, )  
 )  
 Plaintiff, )  
 V. )  
 Mark Gormont )  
 )  
 Defendant (s). )  
 STATE OF VIRGINIA )  
 CITY/COUNTY OF ROANOKE )

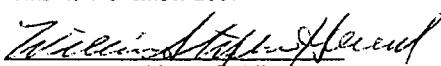
I, **Teresa A. Slati**, being an individual over the age of 18 and competent to testify, state and depose as follows:

1. That I am an employee of Branch Banking and Trust Company
2. That Branch Banking and Trust Company is the authorized agent of the Plaintiff for purposes of collecting this debt;
3. That the following facts are true:
  - a. that on or about 3/4/2004 defendants signed an Installment Sale And Security Agreement bearing interest at 5.54%, a copy of which is attached hereto;
  - b. That on or about 8/3/2005, Defendants(s) defaulted on said Contract;
  - c. that Plaintiff repossessed and sold the collateral securing said contract;
  - d. that on 11/10/2005, Plaintiff sent notice to Defendant(s) showing the application of the sale proceeds and demanding payment of the deficiency balance in the amount of **\$ 11152.43**
  - e. that **\$0.00** has been received and applied to the deficiency balance, Adjusting the balance now due and owing under the contract to **\$ 11152.43** and;
  - f. that under the terms of the contract, Defendants(s) is (are) liable for attorney fees and court costs incurred by Plaintiff in any action to collect the balance due under the Contract as permitted by law;
4. That the debt herein described is now due and owing from Defendant(s) to Plaintiff;  
And  
5. x The defendant is not now on active military service as defined by the Service Members Civil Relief Act  
or  
Based upon my review of the credit application, credit report, and/or other demographical data, the defendant is, upon information and belief, in the military service.

I DO SOLEMNLY SWEAR AND AFFIRM under penalties of perjury that the contents of the foregoing affidavit are true to the best of my knowledge, information and belief

  
\_\_\_\_\_  
Banking Officer of Branch Banking and Trust Co.

Subscribed and sworn to before me  
This 19 November 2007

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 31 Day of July 2008



**VERIFICATION** - 33973

I, Teresa A. Slate, Banking Officer,

(name)

(title)

of BB&T CREDIT SERVICES, INC., verify that the statements made in the foregoing document are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C. S. §4904, relating to unsworn falsification to authorities.

BB&T CREDIT SERVICES, INC.

By:

Teresa A. Slate

Title: Banking Officer

Dated:

2-11-08

33973

Gormont

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

Service # 1 of 1 Services

Sheriff Docket # **103811**

BB&T CREDIT SERVICES, INC.

Case # 08-334-CD

VS.

MARK A. GORMONT

TYPE OF SERVICE COMPLAINT

**SHERIFF RETURNS**

NOW June 23, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO MARK A. GORMONT, DEFENDANT. WHEREABOUTS UNKNOWN.

SERVED BY: /

**Return Costs**

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	KODAK	3192	10.00
SHERIFF HAWKINS	KODAK	3192	30.57

**FILED**

1M  
JUN 23 2008  
0/2143/C  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before me This

So Answers,

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

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

Certified a True  
and Correct Copy  
By 

**COPY**

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

FEB 27 2008

ROBERT D. KODAK, ESQUIRE  
KODAK & IMBLUM, P.C.  
407 N FRONT STREET, PO BOX 11848  
HARRISBURG, PA 17108-1848  
(717) 238-7159

Attest.

  
Prothonotary/  
Clerk of Courts

Attorney for Plaintiff

BB&T CREDIT SERVICES, INC.  
Plaintiff

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

v

NO. 2008-334-CD

MARK A. GORMONT  
Defendant(s)

CIVIL ACTION - LAW

**NOTICE**

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

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

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

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
1 NORTH SECOND STREET  
CLEARFIELD PA 16830  
814-765-2641, EXT. 32

BB&T CREDIT SERVICES, INC.

Plaintiff

v

MARK A. GORMONT

Defendant(s)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

NO.

CIVIL ACTION - LAW

C O M P L A I N T

The Plaintiff, BB&T CREDIT SERVICES, INC., by its attorneys, **KODAK & IMBLUM, P.C.**, brings this action of Assumpsit against the Defendant to recover the sum of THIRTEEN THOUSAND NINE HUNDRED FORTY DOLLARS AND FIFTY-FOUR CENTS (\$13,940.54), along with interest thereon at the rate of 5.54% from December 10, 2005, upon a cause of action of which the following is a statement:

1. The Plaintiff, BB&T CREDIT SERVICES, INC., is a corporation organized and existing under the laws of the State of North Carolina, having its principal office and place of business at 1410 Coulter Drive, Roanoke, VA 24012.
  
2. The Defendant, MARK A. GORMONT, is an adult individual residing at 405 Gertrude Street, Philipsburg, Clearfield County, Pennsylvania 16866.
  
3. On or about March 4, 2004, the Defendant did enter into a Installment Sale Contract and Security Agreement with Plaintiff for the purchase of a 2003 Ford Explorer, a

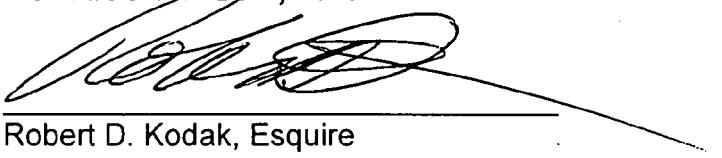
true and correct copy of which is attached hereto, marked **Exhibit "A"** and made a part hereof.

4. The Defendant defaulted on the obligation to make payments by neglecting and refusing to honor the remaining contract payments.
5. The Defendant's vehicle was repossessed with an outstanding balance due and owing of Twenty Thousand Nine Hundred Fifty-Nine Dollars and Sixty-Four Cents (\$20,959.64) as shown on Plaintiff's August 3, 2005 Notice to Defendant notifying Defendant of the balance due and a pending sale of the vehicle, a true and correct copy of which is attached hereto, marked **Exhibit "B"** and made a part hereof.
6. Defendants' vehicle was sold at auction for the gross amount of Ten Thousand Two Hundred Dollars (\$10,200.00) as set forth on **Exhibit "C"** attached hereto and made a part hereof.
7. Said sale left a deficiency balance due and owing in the amount of Eleven Thousand One Hundred Fifty-Two Dollars and Forty-Three Cents (\$11,152.43) as set forth Plaintiff's November 10, 2005 Deficiency Notice to Defendant, a true and correct copy of which is attached hereto, marked **Exhibit "D"** and made a part hereof.

8. The balance due and owing by Defendant to Plaintiff is the sum of Eleven Thousand One Hundred Fifty-Two Dollars and Forty-Three Cents (\$11,152.43) as set forth on Plaintiff's Affidavit of Account attached hereto, marked **Exhibit "E"** and made a part hereof.
9. Due to the default of Defendant, and pursuant to the terms and conditions of the Installment Sale Contract and Security Agreement executed by Defendant and attached hereto as Exhibit "A", attorney's fees in the total amount of Two Thousand Seven Hundred Eighty-Eight Dollars and Eleven Cents (\$2,788.11) have been added to said account.
10. Plaintiff frequently demanded payment from Defendant of said amount due and owing as aforesaid, but Defendant refused and neglected and still refuses and neglects to pay said amount of any part thereof.

WHEREFORE, Plaintiff brings this suit to recover from Defendant the sum of THIRTEEN THOUSAND NINE HUNDRED FORTY DOLLARS AND FIFTY-FOUR CENTS (\$13,940.54), together with interest as set forth herein.

Respectfully submitted,  
**KODAK & IMBLUM, P.C.**



Robert D. Kodak, Esquire  
407 North Front Street  
Post Office Box #11848  
Harrisburg, PA 17108-1848  
(717) 238-7159  
Attorney ID No. 18041  
Attorney for Plaintiff

INSTALLMENT SALE CONTRACT AND SECURITY A  
MARK A

Last Name First Name 944-0076219  
 Promise to Pay: You promise to pay us the Amount Financed shown below,  
 Rate shown below, until paid in full.

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost you if you pay as scheduled	Amount Financed The amount of credit provided to you or on your behalf	Total Payments The amount you will have paid when you have made all payments as scheduled	Total Sale Price The total cost of your purchase on credit, including your <del>1000.43</del> payment of \$ <u>30234.11</u>
5.54 %	\$ 4340.72	\$ 24454.96	\$ 28795.68	\$ 399.94

Payments: You will repay this contract in 72 consecutive monthly payments of \$ 399.94  
 commencing MAR 31, 2004.

Security Interest: You give us a security interest in the property being purchased.

Prepayment: If you pay off early, you will not have to pay a prepayment penalty.

Late Charge: If any payment is more than 10 days late you will be charged 2% of the late amount.

Other Terms: You must refer to the reverse side of this form for additional information about nonpayment, default, and any required repayment of this obligation in full before the scheduled date.

If you do not meet your contract obligations, you may lose the property.

## ITEMIZATION OF AMOUNT FINANCED

1. Cash Price of Vehicle	\$ 25030.00	4. Other Items Financed (seller may retain a portion of these amounts)	
a. Vehicle Cash Price	\$ 25030.00	a. To: <u>N/A</u>	\$ <u>N/A</u>
b. Sales Tax	\$ 829.89	b. (for negative trade equity)	\$ <u>N/A</u>
c. Title & Tags	\$ 22.50	c. Credit Life Insurance	\$ <u>N/A</u>
d. Other Official Fees	\$ 11.00	c. Accident & Health Insurance	\$ <u>N/A</u>
e. Total Cash Price	\$ 25893.39	d. Optional Service Contract	\$ <u>N/A</u>
2. Down Payment		To: <u>N/A</u>	<u>N/A</u>
a. Cash	\$ 400.00	Term	Deductible
b. Trade-In Allowance	\$ 11138.43		
Less: Amount Owing	\$ 10100.00		
Net Trade-In	\$ 1038.43		
Trade-in: <u>DODGE DURANGO 1995</u>			
Make	Model	Year	
c. Total Down Payment	\$ 1438.43		
3. Unpaid Balance	\$ 24454.96		
4. Total Other Items Financed	\$ <u>N/A</u>		
5. Amount Financed	\$ 24454.96		

## SUMMARY NOTICE REGARDING PREPAYMENT AND REINSTATEMENT:

You have the right to prepay this Contract in whole or in part at any time and you will not be charged a penalty for any such prepayment. If the property is repossessed, you have no right to reinstate this Contract.

Credit Life /Accident & Health Insurance: You are not required to purchase credit life or accident and health insurance.

Type	Premium	Signature(s)
Credit Life	\$ <u>N/A</u>	By signing, you select credit life insurance.
Joint	\$ <u>N/A</u>	
Accident and Health	\$ <u>N/A</u>	By signing, you select accident and health insurance.

Property Insurance: You may obtain property insurance from anyone acceptable to Seller.

Contract: You agree to purchase the following property, subject to the terms and conditions contained on both sides of this contract:

New Dem USED Year 2003 No. 405 Make FORD TRUCK Model EXPLORER Manufacturer FHMU73K43UA82681 Manufacture Serial No. 580578

Radio  Auto Trans.  Manual Trans.  Pwr. Steering  Pwr. Brakes  Pwr. Windows  Air Conditioning  Key Number

This sale is contingent upon financing on terms which are satisfactory to the parties. You grant to the Seller a security interest in the form of a recorded first lien on the title to the property, or in accordance with the Uniform Commercial Code.

Used Car Buyers Guide: The information on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

## No Liability Insurance Included

## Notice to buyer.

Do not sign this contract in blank. You are entitled to an exact copy of the contract you sign.

Keep it to protect your legal rights.

STATE COLLEGE FORD L/M INC

Buyer #1 Printed Name MARK A GORMONT Signature MAA Date 10/10/03

Buyer #2 Printed Name John Gormont Signature John Gormont Date 10/10/03

Address 3140 W. COLLEGE AVE

STATE COLLEGE PA 16801

Buyer #1 Printed Name 405 GERTRUDE ST PHILIPSBURG PA 16866 Signature 405 GERTRUDE ST PHILIPSBURG PA 16866 Date 10/10/03

Buyer #2 Printed Name  Signature  Date

Address

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ AND RECEIVED AN EXACT COPY OF THIS CONTRACT AND YOU AGREE TO BE JOINTLY AND SEVERALLY BOUND BY ITS TERMS, INCLUDING THOSE THAT APPEAR ON THE REVERSE SIDE.

MARK A GORMONT MAA

Buyer #1 Printed Name  Signature

Non-Buyer Co-Owner of Security: You agree to be fully bound by the security interest provisions of this contract, waive presentation, demand and notice of dishonor, and agree to any extension or extensions of time that may be granted in connection with this contract.

Printed Name  Signature  Street  City  State  Zip Code

NOTICE TO GUARANTOR

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility, you may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount. The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of your credit record. This notice is not the contract that makes you liable for the debt.

Guaranty: By signing below, you guarantee payment and performance of all of the obligations set forth in this agreement, waive presentation, demand notice of dishonor, and the benefits of any State exemption law as to the property being purchased, and agree to any extension of time or other modifications that may be granted in connection with this agreement.

Guarantor #1 Printed Name  Signature  Street  City  State  Zip Code

Guarantor #2 Printed Name  Signature  Street  City  State  Zip Code

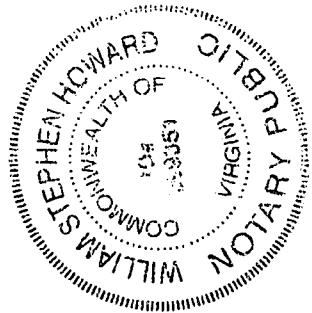
Buyer #1 Home Phone: (814) 343-4596 Buyer #2 Home Phone:

Social Security Number-Buyer #1 182-60-2723 Social Security Number-Buyer #2

NO 04 PA 1003

ALL-STATE LEGAL

164416



I Certify that this is a true and exact copy of the original note/application.

James J. Gormont

I hereby certify under my official seal that I am authorized as Notary Public to administer oaths under the laws of the State of Virginia and that the foregoing was subscribed and sworn to before me, this 10 Day of Nov, 2003.

Notary Public William Stephen Howard My Commission Expires 2/11/08



## ADDITIONAL TERMS (PENNSYLVANIA)

**Simple Interest:** This is a simple interest contract. Interest will accrue on the unpaid balance on a daily basis. Payments will be applied first to accrued interest, then to principal, then to late charges, if any. Monthly payments made before or after the due date will affect the amount of interest paid. The final payment may be more or less than the originally scheduled amount, depending on the timing of earlier payments relative to their scheduled due dates. Notification of the final payment amount will be mailed.

**Definitions:** "You," "your" and "yours" refer to the Buyer(s). "I," "we," "me" and "us" refer to the Seller or the Sellers and anyone to whom the Seller assigns this contract.

**Security; Ownership and Care of Property:** You also give us a security interest in any parts or things you add to the property described on the front of this agreement, as well as in any unearned insurance premiums and/or service contracts. We will keep title to the property until you have repaid your contract. During this time, you agree not to sell, lease or give the property to anyone else, nor allow anyone to obtain a claim, lien, or security interest against it. You agree to use it carefully and keep it in good repair. You agree not to move the property from any of the addresses listed on the front of this agreement, except for temporary periods or upon written notice to us and with our written approval. You agree not to use or permit anyone to use the property as a taxi cab or delivery vehicle or in violation of any law.

**Insurance; Taxes:** You shall remain bound by this agreement even if the property is lost or damaged. You agree to maintain collision and comprehensive insurance and otherwise insure the property against risks as we may require. The insurance policies must name us as the loss payee. The policies must also say that we will be notified within ten days if the insurance is canceled. You shall deliver the policies to us at our request. If the property is lost or damaged, we may use the insurance proceeds to repair or replace it, or to repay any amounts you owe us. We may act on your behalf in making and settling insurance claims and we may sign your name(s) on any drafts drawn by the insurers. You shall pay all taxes and fees on the property when due. If you fail to do so, we shall have the right (but no obligation) to insure the property or pay any tax or fee and you shall reimburse us with interest at the annual percentage rate you are paying on this contract.

**Prepayment:** You have the right to repay the unpaid balance in full or in part at any time.

**Default and Repossession:** You will be in default:

1. If you fail to make any payment within 10 days of its due date.
2. If you break any other promise you have made to us in this agreement or in connection with any other loan agreement with us.
3. If you die, become insolvent, or any of your property is the subject of a proceeding in bankruptcy, receivership or reorganization.
4. If any property securing this agreement is lost, stolen, substantially damaged, destroyed, sold, or confiscated by government authorities.
5. If you make any false or misleading statement(s) in connection with this agreement.

If you are in default, we may consider all remaining payments to be due and payable, without giving you notice. You agree that our rights of possession will be greater than yours. You will deliver the property to us at our request, or we may use lawful means to take it ourselves without notice or other legal action. We may sell the property after giving proper notice to you at your most recent address on our records. We may apply the proceeds of the sale toward what you owe us. You agree to pay the difference between the sale proceeds and what you owe us. We may claim benefits under any insurance policies and/or service contracts and terminate them to obtain refunds for unearned charges.

To the extent permitted by law, we may add to what you owe us any fees paid for the costs of repossession and sale or for enforcing your obligations. In the event it becomes necessary for counsel employed or retained by us to institute legal proceedings to collect your obligation or protect any security, you agree to pay our attorneys' fees and the court costs we incur in enforcing our rights under this agreement to the extent permitted by law.

**Trade-In:** You certify that you own free and clear, except as disclosed to us, any trade-in property described on the front of this agreement.

**Law That Applies; Other Terms:** Pennsylvania law governs this agreement. If we excuse one default by you that will not excuse later defaults, your heirs and representatives will also be bound by this agreement. You waive the benefit of any state exemption law as to the property being purchased. If any part of this contract becomes illegal or unenforceable, that illegality or unenforceability shall not affect the remainder of the contract.

There are no warranties by Seller, expressed or implied, including warranties of merchantability and fitness for a particular purpose. If, however, we make a written warranty covering the vehicle or, within 90 days from the date of this contract, we extend a service contract covering the vehicle, the exclusion of warranties shall not affect any implied warranties during the term of the applicable written warranty or service contract.

## NOTICE

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

03-U

## ASSIGNMENT

Seller sells and assigns this installment sales contract and security agreement and all Seller's right, title and interest in the motor vehicle herein described to BB&T Credit Services, Inc. ("Lender"). Seller represents and warrants that this agreement arose from the sale of the motor vehicle, and is genuine, accurate, enforceable, and the only agreement executed by Buyer for the motor vehicle; that Buyer is of the age of majority and otherwise had legal capacity to contract; that Lender shall have a valid first lien on the motor vehicle sold under this agreement; executed by Buyer for the motor vehicle agreement; that all statements contained in this agreement and in the Buyer's credit application are true and correct to the best of Seller's knowledge and belief; that the motor vehicle has been delivered to and accepted by Buyer, that Seller knows of no defense, setoff or counterclaim available to Buyer; that no consideration other than the motor vehicle described has been or will be advanced to Buyer in connection with this transaction; and at the time of sale, Seller was vested with absolute title or absolute authority to sell the vehicle to Buyer free of all liens or security interests of any person. Seller agrees to indemnify and hold Lender harmless from all loss, expense and liability incurred from any breach of Seller's warranties above or incurred because of any claim or violation of any federal, state or local statute, rule or regulation, regardless of Seller's knowledge or lack of knowledge thereof and regardless of Lender's knowledge or lack of knowledge thereof, including, but not limited to, those related to truth-in-lending disclosures, unfair or deceptive acts or practices and equal credit opportunity, and in accordance with and subject to the terms and conditions checked below:

**WITHOUT RECOURSE**

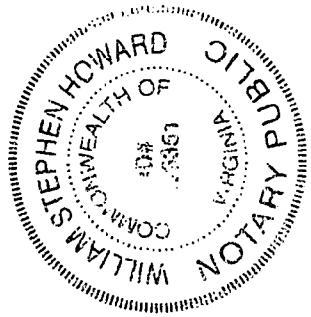
**WITH RECOURSE:** Undersigned guarantees prompt and full performance of all the undertakings and obligations thereunder of the Buyer therein named.

**FULL REPURCHASE:** Without recourse except that undersigned agrees to repurchase the motor vehicle, the unpaid portion of the purchase price of which is represented by this agreement, subject to the terms of Lender's agreement with the undersigned.

**PARTIAL REPURCHASE:** Without recourse, except that if the motor vehicle is repossessed, with an unpaid portion of purchase price as represented by the within agreement, undersigned will pay such unpaid balance of the purchase price and receive the vehicle, or in lieu thereof, will pay on demand \$ \_\_\_\_\_ and relinquish all rights to the vehicle without further obligation. If motor vehicle is not repossessed and Buyer is in default, his whereabouts either known or unknown, undersigned will pay to Lender on demand any amount due on the purchase price up to the dollar sum mentioned in this paragraph, and will relinquish all rights to the vehicle without further obligation. Undersigned hereby waives protection under any underlying dealer agreement.

**LIMITED REPURCHASE:** Without recourse except that if the Buyer named therein fails to pay \_\_\_\_\_ installments, undersigned will purchase the motor vehicle, the unpaid portion of the purchase price of which is represented by the within agreement, subject to the terms of Lender's dealer agreement with the undersigned.

Signed \_\_\_\_\_ By \_\_\_\_\_ (SEAL)  
Dealer Title



I Certify that this is a true and exact copy of the original note/application,

*Jesus O. Blatz*

I hereby certify under my official seal that I am authorized as Notary Public to administer oaths under the laws of the State of Virginia and that the foregoing was subscribed and sworn to before me, this 12 Day of February 2007, my Commission Expires 7-31-08  
Notary Public, *William Stephen Howard*

# BB&T

6402 Arlington Blvd, Suite 830  
Falls Church, VA 22042-2398  
(888)755-9400

8/3/2005

MARK GORMONT  
405 GERTRUDE ST  
PHILIPSBURG, PA 16866

## RE: NOTICE OF OUR PLAN TO SELL PROPERTY

2003 FORD EXPLORER  
VIN: 5TEHN72N14Z388271  
Account #: 9440076219 - 1001

Dear Customer:

We are writing to you as agent for BB&T Credit Services, Inc. This letter is to notify you in connection with the note and security agreement on the above mentioned account, that we have accelerated the debt and declare the balance immediately due, and that we have repossessed the collateral. You may redeem the collateral and terminate your contract with us by paying the following in certified funds only:

Unpaid Balance:	\$ 20,656.56
Unearned Interest Rebate:	\$ -
Accrued Late Charges:	\$ 78.08
Repossession Expense:	\$ 225.00
Total Amount Due:	\$ 20,959.64

In addition to the amount due above, you will be responsible for any expenses incurred while preparing the collateral for sale, storage expenses, attorney's fees and legal expenses. Your account will be credited for any extended warranty or insurance rebates due you.

If you do not redeem the collateral, it will be disposed of in accordance with the law, by private sale beginning 08/17/2005, or thereafter until sold. You may be held liable for any deficiency balance resulting from the sale. The collateral is presently stored at 3999 SPRING RD SHERMANS DALE, PA 17090, but may be moved for sale.

You are also advised that any personal property found in the collateral at the time of repossession will be held for you at 3999 SPRING RD SHERMANS DALE, PA 17090, and must be picked up and properly receipted for within (60) sixty days from the date of this letter. If you do not claim these possessions within 60 days, these items may be donated to a charity.

You are entitled to an accounting of the unpaid indebtedness secured by the collateral. You may contact us with your request for an accounting, to learn the exact amount you must pay to redeem the collateral, or for more information regarding the sale or the obligation secured by calling us at (888) 755-9400 or writing the undersigned at 6402 Arlington Blvd., Suite 830, Falls Church, VA 22042. All payments or notices in connection with this matter should be directed there as well.

Very truly yours,  
*Ellen Jones*  
ELLEN JONES

Credit Mitigation Division



CAPITAL CITY AUTO AUCTION, INC.

Check Date 9/23/2005

Seller# BANK

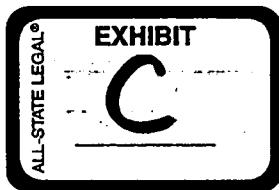
CK#

157419

Run No. FR0045 Sale Date 9/23/2005 Vin 1FMZU73K43UA82681 Year 2003  
Acct No. 243 Make FORD Model EXPLORER XLT

Stock No. 406951 Title WV BM44035 Miles 53874  
Buyer D00006 DAN CUMMINS C/B/P/O INC Sale Amount 10,200.00  
1020 BYPASS RD Vehicle Chgs 200.00  
PARIS, KY 40361 Customer Chgs  
Taxes 3.00  
Net Amount 9,997.00

PICK-UP CHARGE	9/23 FR0045 1FMZU73K43UA82681	50.00	RECON FULL	9/23 FR0045 1FMZU73K43UA82681	75.00
SALE FEE	9/23 FR0045 1FMZU73K43UA82681	75.00	CTAX CHG GST	9/23 FR0045 1FMZU73K43UA82681	3.00





Branch Banking & Trust Co

November 10, 2005

Recovery Department  
P.O. Box 1489  
Lumberton, NC 28359-1489

Mark Gormont  
405 Gertrude St  
Philipsburg, PA 16866

Re: 94400762191001  
2003 Ford Explorer  
1FMZU73K43UA82681

Recently, BB&T repossessed the above referenced collateral and notified you that it would be sold at private sale unless you redeemed it or secured a person who was both willing and able to purchase the collateral.

This notice is to provide you with an accounting of the disposition of the proceeds of the sales and to advise you of the remaining balance owing on the account. The accounting is as follows:

Loan Balance at Time of Repossession	\$20,924.43
Plus Expenses Involved With Repossession	\$428.00
AMOUNT OWED BEFORE SALE	\$21,352.43
Proceeds From Sale of Collateral	\$10,200.00
Other Credits	\$0.00
Less Total Amount Credited To Account	\$10,200.00
Balance Owing	\$11,152.43

The Balance Owing is due and must be paid. In the event that you can not pay the account in full, please call the Representative listed below and discuss the possibility of establishing a plan of repayment that is satisfactory to both you and BB&T.

In the event that you do not pay the Balance Owing in full or contact BB&T to establish a satisfactory plan for repayment within ten days from the date of this letter, your account will be reviewed for further action.

Our office hours are Monday-Thursday, 8:30 a.m.-9:00 p.m. and Friday, 8:30 a.m.-5:30 p.m. EST.

Thank you for your prompt attention to this matter.

Mrs. T O Strickland  
1-800-459-2689



AFFIDAVIT 9- INDIRECT SOLD AFFIDAVIT

VIRGINIA:

BB&T Credit Services Inc.

A Corporation.

)

)

Plaintiff.

)

V.

Mark Gormont

)

Defendant (s).

)

STATE OF VIRGINIA

)

CITY/COUNTY OF ROANOKE

)

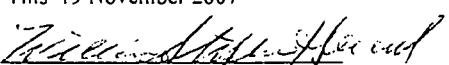
I, Teresa A. Slate, being an individual over the age of 18 and competent to testify, state and depose as follows:

1. That I am an employee of Branch Banking and Trust Company
2. That Branch Banking and Trust Company is the authorized agent of the Plaintiff for purposes of collecting this debt;
3. That the following facts are true:
  - a. that on or about 3/4/2004 defendants signed an Installment Sale And Security Agreement bearing interest at 5.54%, a copy of which is attached hereto;
  - b. That on or about 8/3/2005, Defendants(s) defaulted on said Contract;
  - c. that Plaintiff repossessed and sold the collateral securing said contract;
  - d. that on 11/10/2005, Plaintiff sent notice to Defendant(s) showing the application of the sale proceeds and demanding payment of the deficiency balance in the amount of \$ 11152.43
  - e. that \$0.00 has been received and applied to the deficiency balance, Adjusting the balance now due and owing under the contract to \$ 11152.43 and;
  - f. that under the terms of the contract, Defendants(s) is (are) liable for attorney fees and court costs incurred by Plaintiff in any action to collect the balance due under the Contract as permitted by law;
4. That the debt herein described is now due and owing from Defendant(s) to Plaintiff; And
5.  The defendant is not now on active military service as defined by the Service Members Civil Relief Act  
or  
Based upon my review of the credit application, credit report, and/or other demographical data, the defendant is, upon information and belief, in the military service.

I DO SOLEMNLY SWEAR AND AFFIRM under penalties of perjury that the contents of the foregoing affidavit are true to the best of my knowledge, information and belief

  
Teresa A. Slate  
Banking Officer of Branch Banking and Trust Co.

Subscribed and sworn to before me  
This 19 November 2007

  
Teresa A. Slate  
Notary Public  
My Commission Expires: 31 Day of July 2008



**VERIFICATION** - 33973

I, Teresa A. Slate, Banking Officer  
(name) (title)

of BB&T CREDIT SERVICES, INC., verify that the statements made in the foregoing document are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C. S. §4904, relating to unsworn falsification to authorities.

BB&T CREDIT SERVICES, INC.

By: Teresa A. Slate

Title: Banking Officer

Dated: 2-11-08

33973

Gormont

FILED *EQ*

JUL 03 2008

12:05 PM

William A. Shaw

Prothonotary/Clerk of Courts

ATTN TO ATT

ATTN TO SHAW

W/ REINSTATE  
COMPLAINT

ROBERT D. KODAK, ESQUIRE  
KODAK & IMBLUM, P.C.  
PO BOX 11848  
HARRISBURG, PA 17108-1848  
(717) 238-7152

ATTORNEY FOR PLAINTIFF

BB&T CREDIT SERVICES, INC.  
Plaintiff

v

IN THE COURT OF COMMON PLEAS  
Clearfield COUNTY, PENNSYLVANIA

MARK A. GORMONT

Defendant(s)

NO. 2008-334-CD

CIVIL ACTION - LAW

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Please reinstate the Complaint in the above-referenced matter for service upon

Defendant(s) as follows:

Mark A. Gormont  
236 Richard Street  
Philipsburg, PA 16866

TO: Clearfield County  
Prothonotary

  
\_\_\_\_\_  
Robert D. Kodak Attorney for Plaintiff  
Attorney I.D. No. 18041  
Email: [robert.kodak@kodak-imblum.com](mailto:robert.kodak@kodak-imblum.com)

Dated: June 28, 2008

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket #

**104372**

BB&T CREDIT SERVICES, INC.

Case # 08-334-CD

vs.

MARK A. GORMONT

TYPE OF SERVICE COMPLAINT & PRAECIPE

**SHERIFF RETURNS**

**FILED**

07/16/2008  
JUL 16 2008

William A. Shaw  
Prothonotary/Clerk of Courts

NOW July 16, 2008 RETURNED THE WITHIN COMPLAINT & PRAECIPE "NOT SERVED" AS TO MARK A. GORMONT, DEFENDANT. DEFENDANT'S ADDRESS IS IN CENTRE COUNTY

SERVED BY: /

**Return Costs**

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	KODAK	4463	10.00
SHERIFF HAWKINS	KODAK	4463	14.00

Sworn to Before me This

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

So Answers,

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

**Sheriff's**  
**COPY**  
I hereby certify this to be true and  
attested copy of the original  
statement filed in this case.

ROBERT D. KODAK, ESQUIRE  
KODAK & IMBLUM, P.C.  
PO BOX 11848  
HARRISBURG, PA 17108-1848  
(717) 238-7152

JUL 03 2008

Attest.

*William A. Kodak*  
Prothonotary/  
Clerk of Courts

ATTORNEY FOR PLAINTIFF

BB&T CREDIT SERVICES, INC.  
Plaintiff

v

IN THE COURT OF COMMON PLEAS  
Clearfield COUNTY, PENNSYLVANIA

MARK A. GORMONT  
Defendant(s)

NO. 2008-334-CD

CIVIL ACTION - LAW

**PRAECIPE TO REINSTATE COMPLAINT**

TO THE PROTHONOTARY:

Please reinstate the Complaint in the above-referenced matter for service upon

Defendant(s) as follows:

Mark A. Gormont  
236 Richard Street  
Philipsburg, PA 16866

TO: Clearfield County  
Prothonotary

  
\_\_\_\_\_  
Robert D. Kodak Attorney for Plaintiff  
Attorney I.D. No. 18041  
Email: [robert.kodak@kodak-imblum.com](mailto:robert.kodak@kodak-imblum.com)

Dated: June 28, 2008

Certified a True  
and Correct Copy  
By *William A. Shaw*

FED ~ 1 2000

William A. Shaw  
Prothonotary/Clerk of Courts

**COPY**

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

JUL 03 2008

ROBERT D. KODAK, ESQUIRE  
KODAK & IMBLUM, P.C.  
407 N FRONT STREET, PO BOX 11848  
HARRISBURG, PA 17108-1848  
(717) 238-7159

Attest.

*William A. Shaw*  
Prothonotary/  
Clerk of Courts

Attorney for Plaintiff

BB&T CREDIT SERVICES, INC.  
Plaintiff

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

v

NO. 2008-334-CV

MARK A. GORMONT  
Defendant(s)

CIVIL ACTION - LAW

**NOTICE**

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

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

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

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
1 NORTH SECOND STREET  
CLEARFIELD PA 16830  
814-765-2641, EXT. 32

July 3, 2008 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

*W.A. Shaw*  
Deputy Prothonotary

## **AVISO**

**USTED HA SIDO DEMANDADO/A EN CORTE.** Si usted desea defenderse de las demandas que se presentan mas adelante en las siguientes paginas, debe tomar accion dentro de los proximos veinte (20) dias despues de la notificacion de esta Demanda y Aviso radicando personalmente o por medio de un abogado una comparecencia escrita y radicando en la Corte por escrito sus defensas de, y objeciones a, las demandas presentadas aqui en contra suya. Se le advierte de que si usted falla de tomar accion como se describe anteriormente, el caso puede proceder sin usted y un fallo por cualquier suma de dinero reclamada en la demanda o cualquier otra reclamacion o remedio solicitado por el demandante puede ser dictado en contra suya por la Corte sin mas aviso adicional. Usted puede perder dinero o propiedad u otros derechos importantes para usted.

**USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO, LLAME O VAYA A LA SIGUIENTE OFICINA. ESTA OFICINA PUEDE PROVEERLE INFORMACION A CERCA DE COMO CONSEGUIR UN ABOGADO.**

**SI USTED NO PUEDE PAGAR POR LOS SERVICIOS DE UN ABOGADO, ES POSIBLE QUE ESTA OFICINA LE PUEDA PROVEER INFORMACION SOBRE AGENCIAS QUE OFREZCAN SERVICIOS LEGALES SIN CARGO O BAJO COSTO A PERSONAS QUE CUALIFICAN.**

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
1 NORTH SECOND STREET  
CLEARFIELD PA 16830  
814-765-2641, EXT. 32

BB&T CREDIT SERVICES, INC.	Plaintiff	IN THE COURT OF COMMON PLEAS <u>CLEARFIELD COUNTY, PENNSYLVANIA</u>
v		NO.
MARK A. GORMONT	Defendant(s)	CIVIL ACTION - LAW

### C O M P L A I N T

The Plaintiff, BB&T CREDIT SERVICES, INC., by its attorneys, **KODAK & IMBLUM, P.C.**, brings this action of Assumpsit against the Defendant to recover the sum of THIRTEEN THOUSAND NINE HUNDRED FORTY DOLLARS AND FIFTY-FOUR CENTS (\$13,940.54), along with interest thereon at the rate of 5.54% from December 10, 2005, upon a cause of action of which the following is a statement:

1. The Plaintiff, BB&T CREDIT SERVICES, INC., is a corporation organized and existing under the laws of the State of North Carolina, having its principal office and place of business at 1410 Coulter Drive, Roanoke, VA 24012.
2. The Defendant, MARK A. GORMONT, is an adult individual residing at 405 Gertrude Street, Philipsburg, Clearfield County, Pennsylvania 16866.
3. On or about March 4, 2004, the Defendant did enter into a Installment Sale Contract and Security Agreement with Plaintiff for the purchase of a 2003 Ford Explorer, a

true and correct copy of which is attached hereto, marked **Exhibit "A"** and made a part hereof.

4. The Defendant defaulted on the obligation to make payments by neglecting and refusing to honor the remaining contract payments.
5. The Defendant's vehicle was repossessed with an outstanding balance due and owing of Twenty Thousand Nine Hundred Fifty-Nine Dollars and Sixty-Four Cents (\$20,959.64) as shown on Plaintiff's August 3, 2005 Notice to Defendant notifying Defendant of the balance due and a pending sale of the vehicle, a true and correct copy of which is attached hereto, marked **Exhibit "B"** and made a part hereof.
6. Defendants' vehicle was sold at auction for the gross amount of Ten Thousand Two Hundred Dollars (\$10,200.00) as set forth on **Exhibit "C"** attached hereto and made a part hereof.
7. Said sale left a deficiency balance due and owing in the amount of Eleven Thousand One Hundred Fifty-Two Dollars and Forty-Three Cents (\$11,152.43) as set forth Plaintiff's November 10, 2005 Deficiency Notice to Defendant, a true and correct copy of which is attached hereto, marked **Exhibit "D"** and made a part hereof.

8. The balance due and owing by Defendant to Plaintiff is the sum of Eleven Thousand One Hundred Fifty-Two Dollars and Forty-Three Cents (\$11,152.43) as set forth on Plaintiff's Affidavit of Account attached hereto, marked **Exhibit "E"** and made a part hereof.
9. Due to the default of Defendant, and pursuant to the terms and conditions of the Installment Sale Contract and Security Agreement executed by Defendant and attached hereto as Exhibit "A", attorney's fees in the total amount of Two Thousand Seven Hundred Eighty-Eight Dollars and Eleven Cents (\$2,788.11) have been added to said account.
10. Plaintiff frequently demanded payment from Defendant of said amount due and owing as aforesaid, but Defendant refused and neglected and still refuses and neglects to pay said amount of any part thereof.

WHEREFORE, Plaintiff brings this suit to recover from Defendant the sum of **THIRTEEN THOUSAND NINE HUNDRED FORTY DOLLARS AND FIFTY-FOUR CENTS** (\$13,940.54), together with interest as set forth herein.

Respectfully submitted,  
**KODAK & IMBLUM, P.C.**



Robert D. Kodak, Esquire  
407 North Front Street  
Post Office Box #11848  
Harrisburg, PA 17108-1848  
(717) 238-7159  
Attorney ID No. 18041  
Attorney for Plaintiff



## ADDITIONAL TERMS (PENNSYLVANIA)

**Simple Interest:** This is a simple interest contract. Interest will accrue on the unpaid balance on a daily basis. Payments will be applied first to accrued interest, then to principal, then to late charges, if any. Monthly payments made before or after the due date will affect the amount of interest paid. The final payment may be more or less than the originally scheduled amount, depending on the timing of earlier payments relative to their scheduled due dates. Notification of the final payment amount will be mailed.

**Definitions:** "You," "your" and "yours" refer to the Buyer(s). "I," "we," "me" and "us" refer to the Seller or the Sellers and anyone to whom the Seller assigns this contract.

**Security; Ownership and Care of Property:** You also give us a security interest in any parts or things you add to the property described on the front of this agreement, as well as in any unearned insurance premiums and/or service contracts. We will keep title to the property until you have repaid your contract. During this time, you agree not to sell, lease or give the property to anyone else, nor allow anyone to obtain a claim, lien, or security interest against it. You agree to use it carefully and keep it in good repair. You agree not to move the property from any of the addresses listed on the front of this agreement, except for temporary periods or upon written notice to us and with our written approval. You agree not to use or permit anyone to use the property as a taxi cab or delivery vehicle or in violation of any law.

**Insurance; Taxes:** You shall remain bound by this agreement even if the property is lost or damaged. You agree to maintain collision and comprehensive insurance and otherwise insure the property against risks as we may require. The insurance policies must name us as the loss payee. The policies must also say that we will be notified within ten days if the insurance is canceled. You shall deliver the policies to us at our request. If the property is lost or damaged, we may use the insurance proceeds to repair or replace it, or to repay any amounts you owe us. We may act on your behalf in making and settling insurance claims and we may sign your name(s) on any drafts drawn by the insurers. You shall pay all taxes and fees on the property when due. If you fail to do so, we shall have the right (but no obligation) to insure the property or pay any tax or fee and you shall reimburse us with interest at the annual percentage rate you are paying on this contract.

**Prepayment:** You have the right to repay the unpaid balance in full or in part at any time.

**Default and Repossession:** You will be in default:

1. If you fail to make any payment within 10 days of its due date.
2. If you break any other promise you have made to us in this agreement or in connection with any other loan agreement with us.
3. If you die, become insolvent, or any of your property is the subject of a proceeding in bankruptcy, receivership or reorganization.
4. If any property securing this agreement is lost, stolen, substantially damaged, destroyed, sold, or confiscated by government authorities.
5. If you make any false or misleading statement(s) in connection with this agreement.

If you are in default, we may consider all remaining payments to be due and payable, without giving you notice. You agree that our rights of possession will be greater than yours. You will deliver the property to us at our request, or we may use lawful means to take it ourselves without notice or other legal action. We may sell the property after giving proper notice to you at your most recent address on our records. We may apply the proceeds of the sale toward what you owe us. You agree to pay the difference between the sale proceeds and what you owe us. We may claim benefits under any insurance policies and/or service contracts and terminate them to obtain refunds for unearned charges.

To the extent permitted by law, we may add to what you owe us any fees paid for the costs of repossession and sale or for enforcing your obligations. In the event it becomes necessary for counsel employed or retained by us to institute legal proceedings to collect your obligation or protect any security, you agree to pay our attorneys' fees and the court costs we incur in enforcing our rights under this agreement to the extent permitted by law.

**Trade-In:** You certify that you own free and clear, except as disclosed to us, any trade-in property described on the front of this agreement.

**Law That Applies; Other Terms:** Pennsylvania law governs this agreement. If we excuse one default by you that will not excuse later defaults, your heirs and representatives will also be bound by this agreement. You waive the benefit of any state exemption law as to the property being purchased. If any part of this contract becomes illegal or unenforceable, that illegality or unenforceability shall not affect the remainder of the contract.

There are no warranties by Seller, expressed or implied, including warranties of merchantability and fitness for a particular purpose. If, however, we make a written warranty covering the vehicle or, within 90 days from the date of this contract, we extend a service contract covering the vehicle, the exclusion of warranties shall not affect any implied warranties during the term of the applicable written warranty or service contract.

## NOTICE

ANY HOLDER OF THIS CONSUMER CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF THE GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER. 03.U

## ASSIGNMENT

Seller sells and assigns this Installment sales contract and security agreement and all Seller's right, title and interest in the motor vehicle herein described to BB&T Credit Services, Inc. ("Lender"). Seller represents and warrants that this agreement arose from the sale of the motor vehicle, and is genuine, accurate, enforceable, and the only agreement executed by Buyer for the motor vehicle; that Buyer is of the age of majority and otherwise had legal capacity to contract; that Lender shall have a valid first lien on the motor vehicle sold under this agreement; executed by Buyer for the motor vehicle agreement; that all statements contained in this agreement and in the Buyer's credit application are true and correct to the best of Seller's knowledge and belief; that the motor vehicle has been delivered to and accepted by Buyer, that Seller knows of no defense, setoff or counterclaim available to Buyer; that no consideration other than the motor vehicle described has been or will be advanced to Buyer in connection with this transaction; and at the time of sale, Seller was vested with absolute title or absolute authority to sell the vehicle to Buyer free of all liens or security interests of any person. Seller agrees to indemnify and hold Lender harmless from all loss, expense and liability incurred from any breach of Seller's warranties above or incurred because of any claim or violation of any federal, state or local statute, rule or regulation, regardless of Seller's knowledge or lack of knowledge thereof and regardless of Lender's knowledge or lack of knowledge thereof, including, but not limited to, those related to truth-in-lending disclosures, unfair or deceptive acts or practices and equal credit opportunity, and in accordance with and subject to the terms and conditions checked below:



**WITHOUT RECOURSE**



**WITH RECOURSE:** Undersigned guarantees prompt and full performance of all the undertakings and obligations thereunder of the Buyer herein named.



**FULL REPURCHASE:** Without recourse except that undersigned agrees to repurchase the motor vehicle, the unpaid portion of the purchase price of which is represented by this agreement, subject to the terms of Lender's agreement with the undersigned.



**PARTIAL REPURCHASE:** Without recourse, except that if the motor vehicle is repossessed, with an unpaid portion of purchase price as represented by the within agreement, undersigned will pay such unpaid balance of the purchase price and receive the vehicle, or in lieu thereof, will pay on demand \$ \_\_\_\_\_ and relinquish all rights to the vehicle without further obligation. If motor vehicle is not repossessed and Buyer is in default, his whereabouts either known or unknown, undersigned will pay to Lender on demand any amount due on the purchase price up to the dollar sum mentioned in this paragraph, and will relinquish all rights to the vehicle without further obligation. Undersigned hereby waives protection under any underlying dealer agreement.



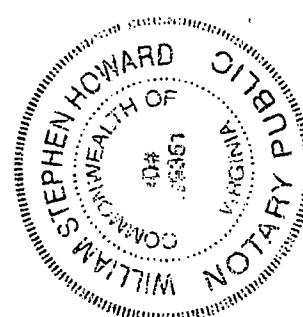
**LIMITED REPURCHASE:** Without recourse except that if the Buyer named therein fails to pay \_\_\_\_\_ installments, undersigned will purchase the motor vehicle, the unpaid portion of the purchase price of which is represented by the within agreement, subject to the terms of Lender's dealer agreement with the undersigned.

Signed \_\_\_\_\_

Dealer

By \_\_\_\_\_ (SEAL)

Title



I Certify that this is a true and exact copy of the original note/application.

*Charles A. Blatz*

I hereby certify under my official seal that I am authorized as Notary Public to administer oaths under the laws of the State of Virginia and that the foregoing was subscribed and sworn to before me, this 12 Day of *Mar* 2007

*Notary Public*

# BB&T

6402 Arlington Blvd, Suite 830  
Falls Church, VA 22042-2398  
(888)755-9400

8/3/2005

MARK GORMONT  
405 GERTRUDE ST  
PHILIPSBURG, PA 16866

## RE: NOTICE OF OUR PLAN TO SELL PROPERTY

2003 FORD EXPLORER  
VIN: 5TEHN72N14Z388271  
Account #: 9440076219 - 1001

Dear Customer:

We are writing to you as agent for BB&T Credit Services, Inc. This letter is to notify you in connection with the note and security agreement on the above mentioned account, that we have accelerated the debt and declare the balance immediately due, and that we have repossessed the collateral. You may redeem the collateral and terminate your contract with us by paying the following in certified funds only:

Unpaid Balance:	\$ 20,656.56
Unearned Interest Rebate:	\$ -
Accrued Late Charges:	\$ 78.08
Repossession Expense:	\$ 225.00
Total Amount Due:	\$ 20,959.64

In addition to the amount due above, you will be responsible for any expenses incurred while preparing the collateral for sale, storage expenses, attorney's fees and legal expenses. Your account will be credited for any extended warranty or insurance rebates due you.

If you do not redeem the collateral, it will be disposed of in accordance with the law, by private sale beginning 08/17/2005, or thereafter until sold. You may be held liable for any deficiency balance resulting from the sale. The collateral is presently stored at 3999 SPRING RD SHERMANS DALE, PA 17090, but may be moved for sale.

You are also advised that any personal property found in the collateral at the time of repossession will be held for you at 3999 SPRING RD SHERMANS DALE, PA 17090, and must be picked up and properly receipted for within (60) sixty days from the date of this letter. If you do not claim these possessions within 60 days, these items may be donated to a charity.

You are entitled to an accounting of the unpaid indebtedness secured by the collateral. You may contact us with your request for an accounting, to learn the exact amount you must pay to redeem the collateral, or for more information regarding the sale or the obligation secured by calling us at (888) 755-9400 or writing the undersigned at 6402 Arlington Blvd., Suite 830, Falls Church, VA 22042. All payments or notices in connection with this matter should be directed there as well.

Very truly yours,  
*Ellen Jones*  
ELLEN JONES



CAPITAL CITY AUTO AUCTION, INC.

Check Date 9/23/2005

Seller# BANK

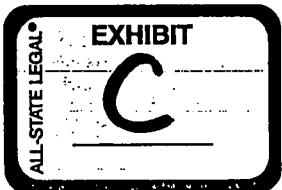
CK#

157419

Run No. FR0045 Sale Date 9/23/2005 Vin 1FMZU73K43UA82681 Year 2003  
Acct No. 243 Make FORD Model EXPLORER XLT

Stock No. 406951 Title WV BM44035 Miles 53874  
Buyer D00006 DAN CUMMINS C/B/P/O INC Sale Amount 10,200.00  
1020 BYPASS RD Vehicle Chgs 200.00  
PARIS, KY 40361 Customer Chgs  
Taxes 3.00  
Net Amount 9,997.00

PICK-UP CHARGE	9/23 FR0045 1FMZU73K43UA82681	50.00	RECON FULL	9/23 FR0045 1FMZU73K43UA82681	75.00
SALE FEE	9/23 FR0045 1FMZU73K43UA82681	75.00	CTAX CHG GST	9/23 FR0045 1FMZU73K43UA82681	3.00





Branch Banking & Trust Co

November 10, 2005

Recovery Department

P.O. Box 1489  
Lumberton, NC 28359-1489

Mark Gormont  
405 Gertrude St  
Philipsburg, PA 16866

Re: 94400762191001  
2003 Ford Explorer  
1FMZU73K43UA82681

Recently, BB&T repossessed the above referenced collateral and notified you that it would be sold at private sale unless you redeemed it or secured a person who was both willing and able to purchase the collateral.

This notice is to provide you with an accounting of the disposition of the proceeds of the sales and to advise you of the remaining balance owing on the account. The accounting is as follows:

Loan Balance at Time of Repossession	\$20,924.43
Plus Expenses Involved With Repossession	\$428.00
AMOUNT OWED BEFORE SALE	\$21,352.43
Proceeds From Sale of Collateral	\$10,200.00
Other Credits	\$0.00
Less Total Amount Credited To Account	\$10,200.00
Balance Owing	\$11,152.43

The Balance Owing is due and must be paid. In the event that you can not pay the account in full, please call the Representative listed below and discuss the possibility of establishing a plan of repayment that is satisfactory to both you and BB&T.

In the event that you do not pay the Balance Owing in full or contact BB&T to establish a satisfactory plan for repayment within ten days from the date of this letter, your account will be reviewed for further action.

Our office hours are Monday-Thursday, 8:30 a.m.-9:00 p.m. and Friday, 8:30 a.m.-5:30 p.m. EST.

Thank you for your prompt attention to this matter.

Mrs. T O Strickland  
1-800-459-2689



AFFIDAVIT 9- INDIRECT SOLD AFFIDAVIT

VIRGINIA:

BB&T Credit Services Inc.  
A Corporation. )  
 )  
 Plaintiff. )  
 V.  
 Mark Gormont )  
 )  
 Defendant (s). )  
 STATE OF VIRGINIA )  
 CITY/COUNTY OF ROANOKE )

I, Teresa A. Slate, being an individual over the age of 18 and competent to testify, state and depose as follows:

1. That I am an employee of Branch Banking and Trust Company
2. That Branch Banking and Trust Company is the authorized agent of the Plaintiff for purposes of collecting this debt;
3. That the following facts are true:
  - a. that on or about 3/4/2004 defendants signed an Installment Sale And Security Agreement bearing interest at 5.54%, a copy of which is attached hereto;
  - b. That on or about 8/3/2005 Defendants(s) defaulted on said Contract;
  - c. that Plaintiff repossessed and sold the collateral securing said contract;
  - d. that on 11/10/2005 , Plaintiff sent notice to Defendant(s) showing the application of the sale proceeds and demanding payment of the deficiency balance in the amount of \$ 11152.43
  - e. that \$0.00 has been received and applied to the deficiency balance. Adjusting the balance now due and owing under the contract to \$ 11152.43 and;
  - f. that under the terms of the contract, Defendants(s) is (are) liable for attorney fees and court costs incurred by Plaintiff in any action to collect the balance due under the Contract as permitted by law;
4. That the debt herein described is now due and owing from Defendant(s) to Plaintiff; And  
5  The defendant is not now on active military service as defined by the Service Members Civil Relief Act  
or  
Based upon my review of the credit application, credit report, and/or other demographical data, the defendant is, upon information and belief, in the military service.

I DO SOLEMNLY SWEAR AND AFFIRM under penalties of perjury that the contents of the foregoing affidavit are true to the best of my knowledge, information and belief

*Teresa A. Slate*  
Banking Officer of Branch Banking and Trust Co.

Subscribed and sworn to before me  
This 19 November 2007

*Teresa A. Slate*  
Notary Public  
My Commission Expires: 31 Day of July 2008



**VERIFICATION** - 33973

I, Teresa A. Slate, Banking Officer,  
(name) (title)

of BB&T CREDIT SERVICES, INC., verify that the statements made in the foregoing document are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C. S. §4904, relating to unsworn falsification to authorities.

BB&T CREDIT SERVICES, INC.

By: Teresa A. Slate

Title: Banking Officer

Dated: 2-11-08

33973

Gormont

FILED *(initials)*

AUG 01 2008

*7/11-30/08*

William A. Shaw

Prothonotary/Clerk of Courts

Client to Attorney

*Client w/ reinstatement  
complaint to Shaw*

ROBERT D. KODAK, ESQUIRE  
KODAK & IMBLUM, P.C.  
PO BOX 11848  
HARRISBURG, PA 17108-1848  
(717) 238-7152

ATTORNEY FOR PLAINTIFF

BB&T CREDIT SERVICES, INC.

Plaintiff

v

MARK A. GORMONT

Defendant(s)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY,  
PENNSYLVANIA

NO. 2008-334-CD

CIVIL ACTION - LAW

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Please reinstate the Complaint in the above-referenced matter for service upon

Defendant(s) as follows:

Mark A. Gormont  
236 Richard Street  
Philipsburg, PA 16866

TO: Clearfield County  
Prothonotary



Robert D. Kodak Attorney for Plaintiff  
Attorney I.D. No. 18041  
Email: [robert.kodak@kodak-imblum.com](mailto:robert.kodak@kodak-imblum.com)

Dated: July 30, 2008

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104490  
NO: 08-334-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: BB&T CREDIT SERVICES, INC.  
VS.  
DEFENDANT: MARK A. GORMONT

**SHERIFF RETURN**

---

NOW, August 05, 2008, SHERIFF OF CENTRE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON MARK A. GORMONT.

NOW, August 27, 2008 ATTEMPTED TO SERVE THE WITHIN COMPLAINT ON MARK A. GORMONT, DEFENDANT. THE RETURN OF CENTRE COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN MARKED "NOT FOUND".

#1:07-bk-04052-JJT

*S*  
**FILED**  
*0/2:30pm*  
**DEC 26 2008**  
  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104490  
NO: 08-334-CD  
SERVICES 1  
COMPLAINT

PLAINTIFF: BB&T CREDIT SERVICES, INC.

vs.

DEFENDANT: MARK A. GORMONT

**SHERIFF RETURN**

---

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	KODAK	4743	10.00
SHERIFF HAWKINS	KODAK	4743	12.00
CENTRE CO.	KODAK	4744	45.50

Sworn to Before Me This

So Answers,

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



Chester A. Hawkins  
Sheriff

# SHERIFF'S OFFICE

## CENTRE COUNTY

Kodak & Imblum P C

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

### SHERIFF SERVICE PROCESS RECEIPT, AND AFFIDAVIT OF RETURN

INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. Please type or print legibly. Do Not detach any copies.

1. Plaintiff(s) BB&T Credit Services, Inc	2. Case Number 08-334
3. Defendant(s) Mark A. Gormont	4. Type of Writ or Complaint: Complaint 502106

SERVE → AT	5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold. Mark A. Gormont
	6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code) 405 Gertrude Street, Philipsburg, PA 16866

7. Indicate unusual service: <input type="checkbox"/> Reg Mail <input type="checkbox"/> Certified Mail <input type="checkbox"/> Deputize <input type="checkbox"/> Post <input type="checkbox"/> Other
---

Now, 20 \_\_\_\_\_ I, SHERIFF OF CENTRE COUNTY, PA., do hereby depose the Sheriff of \_\_\_\_\_ County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff. \_\_\_\_\_ Sheriff of Centre County

### 8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE

NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN -- Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

9. Print/Type Name and Address of Attorney/Originator Kodak & Imblum P C 407 NORTH FRONT STREET P O BOX 11848	10. Telephone Number (717) 238-7152	11. Date
	12. Signature	

HARRISBURG, PA 17108

<b>SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE</b>		
13. <small>I acknowledge receipt of the writ or complaint as indicated above.</small>	SIGNATURE of Authorized CCSD Deputy of Clerk and Title	14. Date Filed
		15. Expiration/Hearing Date

### TO BE COMPLETED BY SHERIFF

16. Served and made known to \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.  
20 \_\_\_\_\_. 0, at \_\_\_\_\_ o'clock, \_\_\_\_\_ m., at 405 Gertrude Street, Philipsburg, PA 16866, County of Centre

Commonwealth of Pennsylvania, in the manner described below:

<input type="checkbox"/> Defendant(s) personally served.
<input type="checkbox"/> Adult family member with whom said Defendant(s) resides(s). Relationship is _____
<input type="checkbox"/> Adult in charge of Defendant's residence.
<input type="checkbox"/> Manager/Clerk of place of lodging in which Defendant(s) resides(s).
<input type="checkbox"/> Agent or person in charge of Defendant's office or usual place of business. _____ and officer of said Defendant company.
Other _____

On the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_. at \_\_\_\_\_ o'clock, \_\_\_\_\_ M.

Defendant not found because:

Moved  Unknown  No Answer  Vacant  Other \_\_\_\_\_ Not served

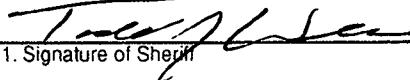
Remarks: 08-27-08 Not served filed bankruptcy 1:07-bk-04052-JJT

Advance Costs 75.00	Docket 9.00	Service 9.00	Sur Charge 0.00	Affidavit 2.50	Mileage 25.00	Postage	Misc.	Total Costs 45.50	Costs Due or Refund (29.50)
------------------------	----------------	-----------------	--------------------	-------------------	------------------	---------	-------	----------------------	--------------------------------

17. AFFIRMED and subscribed to before me this 9

So Answer.

18. Signature of Dep. Sheriff



19. Date

9/18/08

21. Signature of Sheriff

SHERIFF OF CENTRE COUNTY

Amount Pd. Page

23. COMMONWEALTH OF PENNSYLVANIA  
Notary Public  
Corinne H. Peters, Notary Public  
Bellefonte Boro, Centre County

My Commission Expiration Expires Sept. 5, 2009

24. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE  
OF AUTHORIZED AUTHORITY AND TITLE.

25. Date Received



CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

COURTHOUSE  
1 NORTH SECOND STREET, SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

502106  
OFFICE (814) 765-2641  
FAX (814) 765-5915  
ROBERT SNYDER  
CHIEF DEPUTY  
MARILYN HAMM  
DEPT. CLERK  
CYNTHIA AUGHENBAUGH  
OFFICE MANAGER  
KAREN BAUGHMAN  
CLERK TYPIST  
PETER F. SMITH  
SOLICITOR

## DEPUTATION

### IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 104490

TERM & NO. 08-334-CD

BB&T CREDIT SERVICES, INC.

COMPLAINT

VS.

MARK A. GORMONT

**SERVE BY: 08/31/08  
COURT DATE:**

### MAKE REFUND PAYABLE TO KODAK & IMBLUM, P.C.

**SERVE:** MARK A. GORMONT

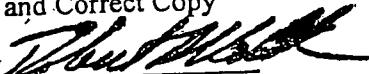
**ADDRESS:** 236 RICHARD ST., PHILIPSBURG, PA 16866

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF CENTRE COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, August 05, 2008.

RESPECTFULLY,

A handwritten signature in black ink, appearing to read "Chester A. Hawkins".

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

Certified a True  
and Correct Copy  
By 

FEB 27 2008

William A. Shaw  
Prothonotary/Clerk of Courts

**COPY**

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

AUG 01 2008

ROBERT D. KODAK, ESQUIRE  
KODAK & IMBLUM, P.C.  
407 N FRONT STREET, PO BOX 11848  
HARRISBURG, PA 17108-1848  
(717) 238-7159

Attest. 

  
Prothonotary/  
Clerk of Courts

Attorney for Plaintiff

BB&T CREDIT SERVICES, INC.

Plaintiff

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

v

NO. 2008-334-CV

MARK A. GORMONT

Defendant(s)

CIVIL ACTION - LAW

**NOTICE**

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

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

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

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
1 NORTH SECOND STREET  
CLEARFIELD PA 16830  
814-765-2641, EXT. 32

Aug. 1, 2008 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.   
Deputy Prothonotary

## AVISO

**USTED HA SIDO DEMANDADO/A EN CORTE.** Si usted desea defenderse de las demandas que se presentan mas adelante en las siguientes paginas, debe tomar accion dentro de los proximos veinte (20) dias despues de la notificacion de esta Demanda y Aviso radicando personalmente o por medio de un abogado una comparecencia escrita y radicando en la Corte por escrito sus defensas de, y objeciones a, las demandas presentadas aqui en contra suya. Se le advierte de que si usted falla de tomar accion como se describe anteriormente, el caso puede proceder sin usted y un fallo por cualquier suma de dinero reclamada en la demanda o cualquier otra reclamacion o remedio solicitado por el demandante puede ser dictado en contra suya por la Corte sin mas aviso adicional. Usted puede perder dinero o propiedad u otros derechos importantes para usted.

**USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO, LLAME O VAYA A LA SIGUIENTE OFICINA. ESTA OFICINA PUEDE PROVEERLE INFORMACION A CERCA DE COMO CONSEGUIR UN ABOGADO.**

**SI USTED NO PUEDE PAGAR POR LOS SERVICIOS DE UN ABOGADO, ES POSIBLE QUE ESTA OFICINA LE PUEDA PROVEER INFORMACION SOBRE AGENCIAS QUE OFREZCAN SERVICIOS LEGALES SIN CARGO O BAJO COSTO A PERSONAS QUE CUALIFICAN.**

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
1 NORTH SECOND STREET  
CLEARFIELD PA 16830  
814-765-2641, EXT. 32

BB&T CREDIT SERVICES, INC.

Plaintiff

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

v

MARK A. GORMONT

Defendant(s)

NO.

CIVIL ACTION - LAW

**C O M P L A I N T**

The Plaintiff, BB&T CREDIT SERVICES, INC., by its attorneys, **KODAK & IMBLUM, P.C.**, brings this action of Assumpsit against the Defendant to recover the sum of THIRTEEN THOUSAND NINE HUNDRED FORTY DOLLARS AND FIFTY-FOUR CENTS (\$13,940.54), along with interest thereon at the rate of 5.54% from December 10, 2005, upon a cause of action of which the following is a statement:

1. The Plaintiff, BB&T CREDIT SERVICES, INC., is a corporation organized and existing under the laws of the State of North Carolina, having its principal office and place of business at 1410 Coulter Drive, Roanoke, VA 24012.
2. The Defendant, MARK A. GORMONT, is an adult individual residing at 405 Gertrude Street, Philipsburg, Clearfield County, Pennsylvania 16866.
3. On or about March 4, 2004, the Defendant did enter into a Installment Sale Contract and Security Agreement with Plaintiff for the purchase of a 2003 Ford Explorer, a

true and correct copy of which is attached hereto, marked **Exhibit "A"** and made a part hereof.

4. The Defendant defaulted on the obligation to make payments by neglecting and refusing to honor the remaining contract payments.
5. The Defendant's vehicle was repossessed with an outstanding balance due and owing of Twenty Thousand Nine Hundred Fifty-Nine Dollars and Sixty-Four Cents (\$20,959.64) as shown on Plaintiff's August 3, 2005 Notice to Defendant notifying Defendant of the balance due and a pending sale of the vehicle, a true and correct copy of which is attached hereto, marked **Exhibit "B"** and made a part hereof.
6. Defendants' vehicle was sold at auction for the gross amount of Ten Thousand Two Hundred Dollars (\$10,200.00) as set forth on **Exhibit "C"** attached hereto and made a part hereof.
7. Said sale left a deficiency balance due and owing in the amount of Eleven Thousand One Hundred Fifty-Two Dollars and Forty-Three Cents (\$11,152.43) as set forth Plaintiff's November 10, 2005 Deficiency Notice to Defendant, a true and correct copy of which is attached hereto, marked **Exhibit "D"** and made a part hereof.

8. The balance due and owing by Defendant to Plaintiff is the sum of Eleven Thousand One Hundred Fifty-Two Dollars and Forty-Three Cents (\$11,152.43) as set forth on Plaintiff's Affidavit of Account attached hereto, marked Exhibit "E" and made a part hereof.
9. Due to the default of Defendant, and pursuant to the terms and conditions of the Installment Sale Contract and Security Agreement executed by Defendant and attached hereto as Exhibit "A", attorney's fees in the total amount of Two Thousand Seven Hundred Eighty-Eight Dollars and Eleven Cents (\$2,788.11) have been added to said account.
10. Plaintiff frequently demanded payment from Defendant of said amount due and owing as aforesaid, but Defendant refused and neglected and still refuses and neglects to pay said amount of any part thereof.

WHEREFORE, Plaintiff brings this suit to recover from Defendant the sum of THIRTEEN THOUSAND NINE HUNDRED FORTY DOLLARS AND FIFTY-FOUR CENTS (\$13,940.54), together with interest as set forth herein.

Respectfully submitted,  
**KODAK & IMBLUM, P.C.**



Robert D. Kodak, Esquire  
407 North Front Street  
Post Office Box #11848  
Harrisburg, PA 17108-1848  
(717) 238-7159  
Attorney ID No. 18041  
Attorney for Plaintiff

## INSTALLMENT SALE CONTRACT AND SECURITY AGREEMENT

Last Name

First Name

Promise to Pay: You promise to pay us the amount financed shown below,  
Rate shown below, until paid in full.

944-0076219

Percentage

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost you if you pay as scheduled	Amount Financed The amount of credit provided to you or on your behalf	Total Payments The amount you will have paid when you have made all payments as scheduled	Total Sale Price The total cost of your purchase on credit, including your down payment of \$
5.54 %	\$ 4340.72	\$ 24454.96	\$ 28795.68	\$ 30234.11

Payments: You will repay this contract in 72 consecutive monthly payments of \$ 399.94  
commencing MAR 31, 2004.

Security Interest: You give us a security interest in the property being purchased.

Prepayment: If you pay off early, you will not have to pay a prepayment penalty.

Late Charge: If any payment is more than 10 days late you will be charged 2% of the late amount.

Other Terms: You must refer to the reverse side of this form for additional information about nonpayment, default, and any required repayment of this obligation in full before the scheduled date.

If you do not meet your contract obligations, you may lose the property.

## ITEMIZATION OF AMOUNT FINANCED

1. Cash Price of Vehicle	\$ 25030.00	4. Other Items Financed (seller may retain a portion of these amounts)	
a. Vehicle Cash Price	\$ 229.89	a. To: _____	\$ N/A
b. Sales Tax	\$ 22.50	(for negative trade equity)	
c. Title & Tags	\$ 11.00	b. Credit Life Insurance	\$ N/A
d. Other Official Fees	\$ 25893.39	c. Accident & Health Insurance	\$ N/A
e. Total Cash Price	\$ 25893.39	d. Optional Service Contract	\$ N/A
2. Down Payment	\$ 400.00	To: _____	N/A
a. Cash	\$ 11138.43	Term	Deductible
b. Trade-In Allowance	\$ 10100.00		
Less: Amount Owing	\$ 1038.43		
Net Trade-In: \$ 1038.43			
Trade-in: DODGE DURANGO 1999			
Make Model Year			
c. Total Down Payment	\$ 1438.43		
3. Unpaid Balance	\$ 24454.96		
4. Total Other Items Financed	\$ N/A		
5. Amount Financed	\$ 24454.96		

## SUMMARY NOTICE REGARDING PREPAYMENT AND REINSTATEMENT:

You have the right to prepay this Contract in whole or in part at any time and you will not be charged a penalty for any such prepayment. If the property is repossessed, you have no right to reinstate this Contract.

Credit Life / Accident &amp; Health Insurance: You are not required to purchase credit life or accident and health insurance.

Type	Premium	Signature(s)
Credit Life	\$ N/A	By signing, you select credit life insurance.
Single	\$ N/A	
Joint	\$ N/A	
Accident and Health	\$ N/A	By signing, you select accident and health insurance.

Property Insurance: You may obtain property insurance from anyone acceptable to Seller.

Contract: You agree to purchase the following property, subject to the terms and conditions contained on both sides of this contract:

New Demo USED Year 2003 No. Make FORD TRUCK Model Number EXPLORER Manufacturer FNZU73K43UA82681 Miles 26578  
Used Model Cyl. Trade Name Serial No.Radio  Auto Trans.  Manual Trans.  Pwr. Steering  Pwr. Brakes  Pwr. Windows  Air Conditioning  Key Number

This sale is contingent upon financing on terms which are satisfactory to the parties. You grant to the Seller a security interest in the form of a recorded first lien on the title to the property, or in accordance with the Uniform Commercial Code.

Used Car Buyers Guide: The information on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

## No Liability Insurance Included

## Notice to buyer.

Do not sign this contract in blank. You are entitled to an exact copy of the contract you sign.

Keep it to protect your legal rights.

STATE COLLEGE FORD L/M INC

Seller retains the contract until you receive notice otherwise noted on the reverse side.

By Mark A. Gormont Authorized Signature

3140 W. COLLEGE AVE

Address STATE COLLEGE PA 16801

Buyer #1 Printed Name MARK A GORMONT  
Signature \_\_\_\_\_ Date \_\_\_\_\_Buyer #2 Printed Name 405 GERTRUDE ST PHILIPSBURG PA 16866  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Buyer #1 Printed Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Buyer #2 Printed Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ AND RECEIVED AN EXACT COPY OF THIS CONTRACT AND YOU AGREE TO BE JOINTLY AND SEVERALLY BOUND BY ITS TERMS, INCLUDING THOSE THAT APPEAR ON THE REVERSE SIDE.

HARD COPY OF CONTRACT

Buyer #1 Printed Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Non-Buyer Co-Owner of Security: You agree to be fully bound by the security interest provisions of this contract, waive presentment, demand and notice of dishonor, and agree to any extension or extensions of time that may be granted in connection with this contract.

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

NOTICE TO GUARANTOR  
You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility, you may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount. The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of your credit record. This notice is not the contract that makes you liable for the debt.

Guaranty: By signing below, you guarantee payment and performance of all the obligations set forth in this agreement, waive presentment, demand, notice of dishonor, and the benefits of any State exemption law as to the property being purchased, and agree to any extension of time or other modifications that may be granted in connection with this agreement.

Guarantor #1 Printed Name \_\_\_\_\_ Signature \_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Guarantor #2 Printed Name \_\_\_\_\_ Signature \_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Buyer #1 Home Phone: (814) 343-4596  
Buyer #2 Home Phone: \_\_\_\_\_

Social Security Number-Buyer #1

Social Security Number-Buyer #2

164476

NO 04 PA 1903



I certify that this is a true and exact copy of the original note/application.

Signed Mark A. GormontI hereby certify under my official seal that I am authorized as Notary Public to administer oaths under the laws of the State of Virginia and that the above Day of July 2007My Commission Expires 7-11-08

**ADDITIONAL TERMS (PENNSYLVANIA)**

**ADDITIONAL TERMS (PENNSYLVANIA)** 1441

**Simple Interest:** This is a simple interest contract. Interest will accrue on the unpaid balance on a daily basis. Payments will be applied first to accrued interest, then to principal, then to late charges, if any. Monthly payments made before or after the due date will affect the amount of interest paid. The final payment may be more or less than the originally scheduled amount, depending on the timing of earlier payments relative to their scheduled due dates. Notification of the final payment amount will be mailed.

**Definitions:** "You," "your" and "yours" refer to the Buyer(s). "I," "we," "me" and "us" refer to the Seller or the Sellers and anyone to whom the Seller assigns this contract.

**Security, Ownership and Care of Property:** You also give us a security interest in any parts or things you add to the property described on the front of this agreement, as well as in any unearned insurance premiums and/or service contracts. We will keep title to the property until you have repaid your contract. During this time, you agree not to sell, lease or give the property to anyone else, nor allow anyone to obtain a claim, lien, or security interest against it. You agree to use it carefully and keep it in good repair. You agree not to move the property from any of the addresses listed on the front of this agreement, except for temporary periods or upon written notice to us and with our written approval. You agree not to use or permit anyone to use the property as a taxi cab or delivery vehicle or in violation of any law.

**Insurance; Taxes:** You shall remain bound by this agreement even if the property is lost or damaged. You agree to maintain collision and comprehensive insurance and otherwise insure the property against risks as we may require. The insurance policies must name us as the loss payee. The policies must also say that we will be notified within ten days if the insurance is canceled. You shall deliver the policies to us at our request. If the property is lost or damaged, we may use the insurance proceeds to repair or replace it, or to repay any amounts you owe us. We may act on your behalf in making and settling insurance claims and we may sign your name(s) on any drafts drawn by the insurers. You shall pay all taxes and fees on the property when due. If you fail to do so, we shall have the right (but no obligation) to insure the property or pay any tax or fee and you shall reimburse us with interest at the annual percentage rate you are paying on this contract.

Prepayment: You have the right to repay the unpaid balance in full or in part at any time.

**Default and Repossession:** You will be in default:

1. If you fail to make any payment within 10 days of its due date.  
2. If you break any other promise you have made to us in this agreement or in connection with any other loan agreement with us.  
3. If you do become insolvent, or any of your property is the subject of a proceeding in bankruptcy, receivership or reorganization.  
4. If any property securing this agreement is lost, stolen, substantially damaged, destroyed, sold, or confiscated by government authorities.  
5. If you make any false or misleading statement(s) in connection with this agreement.

5. If you make any false or misleading statement(s) in connection with this agreement, if you are in default, we may consider all remaining payments to be due and payable, without giving you notice. You agree that our rights of possession will be greater than yours. You will deliver the property to us at our request, or we may use lawful means to take it ourselves, without notice or other legal action. We may sell the property after giving proper notice to you at your most recent address on our records. We may apply the proceeds of the sale toward what you owe us. You agree to pay the difference between the sale proceeds and what you owe us. We may claim benefits under any insurance policies and/or service contracts and terminate them to obtain refunds for unearned charges.

To the extent permitted by law, we may add to what you owe us any fees paid for the costs of repossession and sale or for enforcing your obligations. In the event it becomes necessary for counsel employed or retained by us to institute legal proceedings to collect your obligation or protect any security, you agree to pay our attorneys' fees and the court costs we incur in enforcing our rights under this agreement to the extent permitted by law.

**Trade-In:** You certify that you own free and clear, except as disclosed to us, any trade-in property described on the front of this agreement.

**Law That Applies; Other Terms:** Pennsylvania law governs this agreement. If we excuse one default by you that will not excuse later defaults, Your heirs and representatives will also be bound by this agreement. You waive the benefit of any state exemption law as to the property being purchased. If any part of this contract becomes illegal or unenforceable, that illegality or unenforceability shall not affect the remainder of the contract.

## NOTICE

ANY HOLDER OF THIS CONSUMER CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF THE GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER. . . . . 03.U

## ASSIGNMENT

**ASSIGNMENT**  
Seller sells and assigns this installment sales contract and security agreement and all Seller's right, title and interest in the motor vehicle herein described to BB&T Credit Services, Inc., ("Lender"). Seller represents and warrants that this agreement arose from the sale of the motor vehicle, and is genuine, accurate, enforceable, and the only agreement executed by Buyer for the motor vehicle; that Buyer is of the age of majority and otherwise had legal capacity to contract; that Lender shall have a valid first lien on the motor vehicle sold under this agreement; executed by Buyer for the motor vehicle agreement; that all statements contained in this agreement and in the Buyer's credit application are true and correct to the best of Seller's knowledge and belief; that the motor vehicle has been delivered to and accepted by Buyer, that Seller knows of no defense, setoff or counterclaim available to Buyer; that no consideration other than the motor vehicle described has been or will be advanced to Buyer in connection with this transaction; and at the time of sale, Seller was vested with absolute title or absolute authority to sell the vehicle to Buyer free of all liens or security interests of any person. Seller agrees to indemnify and hold Lender harmless from all loss, expense and liability incurred from any breach of Seller's warranties above or incurred because of any claim or violation of any federal, state or local statute, rule or regulation, regardless of Seller's knowledge or lack of knowledge thereto, and regardless of Lender's knowledge or lack of knowledge thereof, including, but not limited to, those related to truth-in-lending disclosures, unfair or deceptive acts or practices and equal credit opportunity, and in accordance with and subject to the terms and conditions checked below:

**WITHOUT RE COURSE**

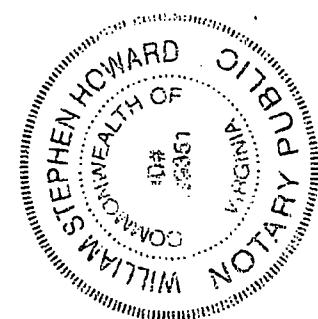
**WITH RECOURSE:** Undersigned guarantees prompt and full performance of all the undertakings and obligations thereunder on the Buyer herein named.

**FULL REPURCHASE:** Without recourse except that undersigned agrees to repurchase the motor vehicle, the unpaid portion of the purchase price of which is represented by this agreement, subject to the terms of Lender's agreement with the undersigned.

**PARTIAL REPURCHASE:** Without recourse, except that if the motor vehicle is repossessed, with an unpaid portion of purchase price as represented by the within agreement, undersigned will pay such unpaid balance of the purchase price and receive the vehicle, or in lieu thereof, will pay on demand \$ \_\_\_\_\_ and relinquish all rights to the vehicle without further obligation. If motor vehicle is not repossessed and Buyer is in default, his whereabouts either known or unknown, undersigned will pay to Lender on demand any amount due on the purchase price up to the dollar sum mentioned in this paragraph, and will relinquish all rights to the vehicle without further obligation. Undersigned hereby waives protection under any underlying deal agreement.

**LIMITED REPURCHASE:** Without recourse except that if the Buyer named therein fails to pay \_\_\_\_\_ installments, undersigned will purchase the motor vehicle, the unpaid portion of the purchase price of which is represented by the within agreement, subject to the terms of Lender's dealer agreement with the undersigned.

Signed \_\_\_\_\_ By \_\_\_\_\_ (Seal)  
Title \_\_\_\_\_



I certify that this is a true and exact copy of the original note/endorsement

## Sugar & Bals.

in the County of Richmond State of Virginia on the 19 Day of November 2007 before me, John H. Miller, Notary Public in and for the Commonwealth of Virginia, and that I am authorized to administer oaths and affirmations in the State of Virginia, and that I have examined the above named John H. Miller and found him to be a person of good character and reputation, and that he is the person described in the foregoing instrument, and that he has signed the same of his own free will, and that he has read the same or has been read to, and understands the same, and that he has signed the same in the presence of me, and that he has subscribed and sworn to before me, this 19 Day of November 2007.

Whately Public

# BB&T

6402 Arlington Blvd, Suite 830  
Falls Church, VA 22042-2398  
(888)755-9400

8/3/2005

MARK GORMONT  
405 GERTRUDE ST  
PHILIPSBURG, PA 16866

## RE: NOTICE OF OUR PLAN TO SELL PROPERTY

2003 FORD EXPLORER  
VIN: 5TEHN72N14Z388271  
Account #: 9440076219 - 1001

Dear Customer:

We are writing to you as agent for BB&T Credit Services, Inc. This letter is to notify you in connection with the note and security agreement on the above mentioned account, that we have accelerated the debt and declare the balance immediately due, and that we have repossessed the collateral. You may redeem the collateral and terminate your contract with us by paying the following in certified funds only:

Unpaid Balance:	\$ 20,656.56
Unearned Interest Rebate:	\$ -
Accrued Late Charges:	\$ 78.08
Repossession Expense:	\$ 225.00
Total Amount Due:	\$ 20,959.64

In addition to the amount due above, you will be responsible for any expenses incurred while preparing the collateral for sale, storage expenses, attorney's fees and legal expenses. Your account will be credited for any extended warranty or insurance rebates due you.

If you do not redeem the collateral, it will be disposed of in accordance with the law, by private sale beginning 08/17/2005, or thereafter until sold. You may be held liable for any deficiency balance resulting from the sale. The collateral is presently stored at 3999 SPRING RD SHERMANS DALE, PA 17090, but may be moved for sale.

You are also advised that any personal property found in the collateral at the time of repossession will be held for you at 3999 SPRING RD SHERMANS DALE, PA 17090, and must be picked up and properly receipted for within (60) sixty days from the date of this letter. If you do not claim these possessions within 60 days, these items may be donated to a charity.

You are entitled to an accounting of the unpaid indebtedness secured by the collateral. You may contact us with your request for an accounting, to learn the exact amount you must pay to redeem the collateral, or for more information regarding the sale or the obligation secured by calling us at (888) 755-9400 or writing the undersigned at 6402 Arlington Blvd., Suite 830, Falls Church, VA 22042. All payments or notices in connection with this matter should be directed there as well.

Very truly yours,  
*Ellen Jones*  
ELLEN JONES



Citigation Division

CAPITAL CITY AUTO AUCTION, INC.

Check Date 9/23/2005 Seller# BANK CK# 157419

Run No. FR0045 Sale Date 9/23/2005 Vin 1FMZU73K43UA82681 Year 2003  
Acct No. 243 Make FORD Model EXPLORER XLT

Stock No. 406951 Title WV BM44035 Miles 53874  
Buyer D00006 DAN CUMMINS C/B/P/O INC Sale Amount 10,200.00  
1020 BYPASS RD Vehicle Chgs 200.00  
PARIS, KY 40361 Customer Chgs  
Taxes 3.00  
Net Amount 9,997.00

PICK-UP CHARGE 9/23 FR0045 1FMZU73K43UA82681 50.00 RECON FULL 9/23 FR0045 1FMZU73K43UA82681 75.00  
SALE FEE 9/23 FR0045 1FMZU73K43UA82681 75.00 CTAX CHG GST 9/23 FR0045 1FMZU73K43UA82681 3.00





Branch Banking & Trust Co

November 10, 2005

Recovery Department  
P.O. Box 1489  
Lumberton, NC 28359-1489

Mark Gormont  
405 Gertrude St  
Philipsburg, PA 16866

Re: 94400762191001  
2003 Ford Explorer  
1FMZU73K43UA82681

Recently, BB&T repossessed the above referenced collateral and notified you that it would be sold at private sale unless you redeemed it or secured a person who was both willing and able to purchase the collateral.

This notice is to provide you with an accounting of the disposition of the proceeds of the sales and to advise you of the remaining balance owing on the account. The accounting is as follows:

Loan Balance at Time of Repossession	\$20,924.43
Plus Expenses Involved With Repossession	\$428.00
AMOUNT OWED BEFORE SALE	\$21,352.43
Proceeds From Sale of Collateral	\$10,200.00
Other Credits	\$0.00
Less Total Amount Credited To Account	\$10,200.00
Balance Owing	\$11,152.43

The Balance Owing is due and must be paid. In the event that you can not pay the account in full, please call the Representative listed below and discuss the possibility of establishing a plan of repayment that is satisfactory to both you and BB&T.

In the event that you do not pay the Balance Owing in full or contact BB&T to establish a satisfactory plan for repayment within ten days from the date of this letter, your account will be reviewed for further action.

Our office hours are Monday-Thursday, 8:30 a.m.-9:00 p.m. and Friday, 8:30 a.m.-5:30 p.m. EST.

Thank you for your prompt attention to this matter.

Mrs. T O Strickland  
1-800-459-2689



AFFIDAVIT 9- INDIRECT SOLD AFFIDAVIT

VIRGINIA:

BB&T Credit Services Inc.

A Corporation,

)

Plaintiff,

)

V.

Mark Gormont

)

Defendant(s).

)

STATE OF VIRGINIA

)

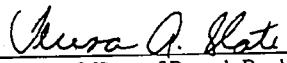
CITY/COUNTY OF ROANOKE

)

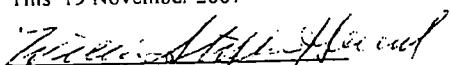
I, Teresa A. Slate, being an individual over the age of 18 and competent to testify, state and depose as follows:

1. That I am an employee of Branch Banking and Trust Company
2. That Branch Banking and Trust Company is the authorized agent of the Plaintiff for purposes of collecting this debt;
3. That the following facts are true:
  - a. that on or about 3/4/2004 defendants signed an Installment Sale And Security Agreement bearing interest at 5.54%, a copy of which is attached hereto;
  - b. That on or about 8/3/2005, Defendants(s) defaulted on said Contract;
  - c. that Plaintiff repossessed and sold the collateral securing said contract;
  - d. that on 11/10/2005, Plaintiff sent notice to Defendant(s) showing the application of the sale proceeds and demanding payment of the deficiency balance in the amount of \$ 11152.43
  - e. that \$0.00 has been received and applied to the deficiency balance, Adjusting the balance now due and owing under the contract to \$ 11152.43 and;
  - f. that under the terms of the contract, Defendants(s) is (are) liable for attorney fees and court costs incurred by Plaintiff in any action to collect the balance due under the Contract as permitted by law;
4. That the debt herein described is now due and owing from Defendant(s) to Plaintiff:  
And  
5.  The defendant is not now on active military service as defined by the Service Members Civil Relief Act  
or  
Based upon my review of the credit application, credit report, and/or other demographical data, the defendant is, upon information and belief, in the military service.

I DO SOLEMNLY SWEAR AND AFFIRM under penalties of perjury that the contents of the foregoing affidavit are true to the best of my knowledge, information and belief

  
\_\_\_\_\_  
Banking Officer of Branch Banking and Trust Co.

Subscribed and sworn to before me  
This 19 November 2007

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 31 Day of July 2008



**VERIFICATION** - 33973

I, Teresa A. Slate, Banking Officer  
(name) (title)

of BB&T CREDIT SERVICES, INC., verify that the statements made in the foregoing document are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C. S. §4904, relating to unsworn falsification to authorities.

BB&T CREDIT SERVICES, INC.

By: Teresa A. Slate

Title: Banking Officer

Dated: 2-11-08

33973

Gormont

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

BB & T CREDIT SERVICES

Plaintiff

vs.

MARK A. GORMONT

Defendant

\* NO. 2008-334-CD

\*

\*

\*

\*

\*

**ORDER**

NOW, this 25<sup>th</sup> day of June, 2013, upon the Court's review of the docket and noting no activity for a period of over four years, it is the ORDER of this Court that the case be moved to inactive status. The Prothonotary shall code the case in Full Court as Z-INACTA.

BY THE COURT,



FREDRIC J. AMMERMAN  
President Judge

2008-334-CD NOCC  
019-08cm  
2 JUN 28 2013  
6K  
4 William A. Shaw  
Prothonotary, Clearfield County Court