



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

SNAP-ON CREDIT LLC  
(Plaintiff)

950 Technology Way, Suite 301  
(Street Address)

Libertyville, Illinois 60048  
(City, State ZIP)

VS.

RUSS PETERSON  
(Defendant)

901 Dorey Street  
(Street Address)

Clearfield, PA 16830  
(City, State ZIP)

CIVIL ACTION

No. 2008-1010-CD

Type of Case: Replevin

Type of Pleading: Complaint

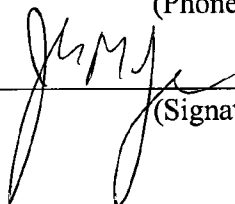
Filed on Behalf of:

Plaintiff, Snap-on Credit LLC  
(Plaintiff/Defendant)

Joseph M. Garemore  
(Filed by)

6 N. Broad Street, Woodbury, NJ 08096  
(Address)

(856) 812-8900  
(Phone)

 /66496  
(Signature/ID Number)

**FILED** *ATTY PAID 95.00*  
O 1:58 P.M. CL  
JUN 02 2008 *ILL ATTY*  
*ILL SHERIFF*  
William A. Shaw  
Prothonotary/Clerk of Courts

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

<u>SNAP-ON CREDIT LLC</u>	:	
	:	
VS.	:	CASE NO.
<u>RUSS PETERSON</u>	:	

**NOTICE TO DEFEND**

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within (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 or any other claim or relief requested by the plaintiff. You may lose money or property rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET HELP. 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 ELLEGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

CLEARFIELD COUNTY  
COURT ADMINISTRATOR'S OFFICE  
230 E. Market Street  
Clearfield, PA 16830  
Phone: (814) 765-2641, ext. 1331

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

SNAP-ON CREDIT LLC  
950 Technology Way, Suite 301  
Libertyville, Illinois 60048

Plaintiff,

vs.

RUSS PETERSON  
901 Dorey Street  
Clearfield, PA 16830

Defendant.

Case No.: \_\_\_\_\_

**COMPLAINT**


Plaintiff, Snap-on Credit LLC ("Plaintiff"), with an address of 950 Technology Way, Suite 301, Libertyville, Illinois, by way of Complaint against Defendant Russ Peterson ("Defendant"), says:

1. Plaintiff is a limited liability company organized and existing under the laws of the State of Delaware, with its principal place of business at 950 Technology Way, Suite 301, Libertyville, Illinois. Plaintiff is authorized to do business in the State of New Jersey.
2. Defendant is an individual with a last known address of 901 Dorey Street, Clearfield, Pennsylvania 16830.

**BACKGROUND**

3. Plaintiff repeats and incorporates the preceding paragraphs as if set forth at length herein.
4. On October 6, 1999 Defendant executed a Retail Installment Contract, identified by Plaintiff as Account No. 106165178, whereby Defendant agreed to purchase equipment from Plaintiff's assignee.





5. On January 26, 2000, Defendant purchased additional equipment and executed an Add-on Rider.

6. On August 3, 2000, Defendant purchased additional equipment and executed an Add-on Rider.

7. On October 25, 2000, Defendant purchased additional equipment and executed an Add-on Rider.

8. On January 10, 2001, Defendant purchased additional equipment and executed an Add-on Rider.

9. On May 9, 2001, Defendant purchased additional equipment and executed an Add-on Rider.

10. On November 7, 2001, Defendant purchased additional equipment and executed an Add-on Rider.

11. On October 16, 2002, Defendant purchased additional equipment and executed an Add-on Rider.

12. On June 11, 2003, Defendant purchased additional equipment and executed an Add-on Rider.

13. On November 14, 2003, Defendant purchased additional equipment and executed an Add-on Rider.

14. Defendant filed a voluntary bankruptcy petition in the United States Bankruptcy Court for the Western District of Pennsylvania under Case No. 04-25774BM; however in that bankruptcy case Defendant entered into a reaffirmation agreement with Plaintiff, which was filed with the Court on June 21, 2004 (the "Reaffirmation Agreement").

15. Under the terms of the Reaffirmation Agreement Defendant agreed to make weekly payments in the amount of \$59.91 commencing in May, 2004 and continuing until the outstanding

debt of \$10,174.11, together with interest as provided on the Equipment Agreement, was paid in full. The Reaffirmation Agreement is attached hereto as Exhibit "A."

16. On December 23, 2004, Defendant purchased additional equipment and executed an Add-on Rider.

17. On July 14, 2005, Defendant purchased additional equipment and executed an Add-on Rider.

18. On July 14, 2005, Defendant purchased additional equipment and executed an Add-on Rider.

19. On December 21, 2005, Defendant purchased additional equipment and executed an Add-on Rider.

20. On September 28, 2006, Defendant purchased additional equipment and executed an Add-on Rider. The initial agreement and the Add-on Riders are collectively referred to herein as the "Equipment Agreement" and attached hereto as Exhibit "B." The financed equipment is collectively referred to as the "Equipment." A complete list of the Equipment is attached hereto as Exhibit "C."

21. Pursuant to the terms of the Equipment Agreement as revised, Defendant was required to make weekly payments to Plaintiff in the amount of \$98.20 for a period of two hundred sixty (260) months, beginning on October 5, 2006.

22. Plaintiff holds a perfected security interest in the Equipment as reflected in the filed UCC Financing Statement attached hereto as Exhibit "D."

**Count I- Breach of Contract**

23. Plaintiff repeats and incorporates the above paragraphs as if set forth at length herein.

24. Defendant defaulted under the terms of the Equipment Agreement by failing to make the monthly payments to the Plaintiff as they became due.

25. Defendant has made no payments to the Plaintiff since January 7, 2008.

26. Defendant's failure to make payments to the Plaintiff constitutes a breach of the Agreement.

27. Pursuant to the terms of the Agreement, when the Defendant is in default, the Plaintiff is entitled to accelerate the balance of the payments and declare the entire unpaid balance immediately due and payable.

28. Pursuant to the terms of the Agreement, Plaintiff is entitled to collect all actual and reasonable attorneys' fees and costs incurred to collect the amount owed under the Agreement or to repossess the Equipment.

29. Pursuant to the terms of the Agreement, Plaintiff has elected that all amounts due or to become due under the terms of the Agreement be and are immediately due and payable.

30. As of April 21, 2008, the balance due and owing under the terms and conditions of the Agreement is \$16,009.45.

31. Plaintiff has demanded payment of all amounts due and owing from the Defendant Russ Peterson, but the Defendant has failed to make any payments.

**WHEREFORE**, Plaintiff, Snap-on Credit LLC, demands judgment against Defendant Russ Peterson, for money damages in the amount of \$16,009.45 together with late charges, pre-judgment interest, costs of suit, attorneys' fees, and such other relief as the Court may deem just.

**Count II - Replevin**

32. Plaintiff repeats and incorporates the above paragraphs as if set forth at length herein.

33. Defendant's default terminated any and all of rights of the Defendant under the terms of the Agreement, including the right to use and possess the Equipment.

34. Defendant is believed to be in possession of the Equipment or has personal knowledge where the Equipment is located.

35. Plaintiff has determined to repossess the Equipment and has demanded in writing that the Defendant turn over the Equipment.

36. Defendant has refused the Plaintiff's demand and has thus unjustly detained the Equipment.

37. The value of Equipment and Plaintiff's interest in the Equipment will be adversely affected by the continued possession and use of the Equipment by the Defendant.

38. The Defendant or other persons in possession may dispose, encumber or waste the Equipment or remove the Equipment from the jurisdiction of the Court.

**WHEREFORE**, Plaintiff, Snap-on Credit LLC, demands judgment against the Defendant, Russ Peterson, as follows:

- A. An Order for Possession directing that the Defendant deliver the Equipment to Plaintiff at a time and place to be established by the Court;
- B. Issuance of Writ of Replevin for possession of the Equipment, in accordance with the terms of the Equipment Agreement; and
- C. For such relief as this court may deem just.

**Count III - Reasonable Value of the Goods**

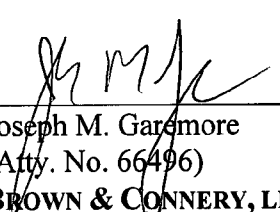
39. Plaintiff repeats and incorporates the above paragraphs as if set forth at length herein.

40. The estimated fair market value of the Equipment, in average condition at the present time, is \$12,000.00.

41. Plaintiff is entitled to recover the fair market value of the Equipment from Defendant.

**WHEREFORE**, Plaintiff Snap-on Credit LLC demands judgment against Defendant Russ Peterson for money damages in the amount of \$12,000.00 on account of the fair market value of the Equipment, together with pre-judgment interest, costs of suit, attorneys' fees, and such other relief as the Court may deem just.

By: \_\_\_\_\_

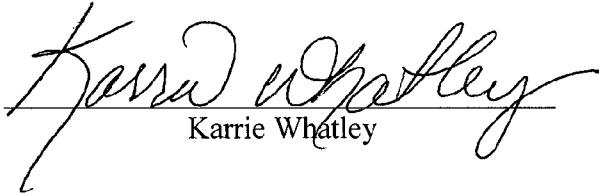
  
Joseph M. Gargmore  
(Atty. No. 66496)  
**BROWN & CONNERY, LLP**  
6 North Broad Street  
Woodbury, NJ 08096  
Phone: (856) 812-8900  
Fax: (856) 853-9933  
Attorneys for Plaintiff

Dated: May 30, 2008

**VERIFICATION**

I verify that the facts set forth in this Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsifications to authorities.

I am authorized to make this verification on behalf of Plaintiff Snap-on Credit, LLC.

  
Karrie Whatley

Dated: May 27, 2008

UNITED STATES BANKRUPTCY COURT  
Western District of Pennsylvania (Pittsburgh)

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In re: Calvin Russell Peterson  
106165178  
Debtor

Case No.: 04-25774BM  
Chapter: 7

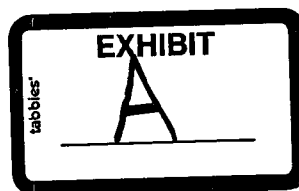
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**REAFFIRMATION AGREEMENT**

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For good and valuable consideration, and especially in consideration of Snap-on Credit LLC, formerly Snap-on Credit Corporation (hereinafter, "Creditor"), refraining from seeking authorization from the Bankruptcy Court to repossess mechanical tools and equipment forming the collateral subject to the lien of its purchase money security interest, or exercising any other legal rights it may presently have against me as provided by law, I hereby reaffirm and agree to pay my obligation to Creditor in the sum set forth below.

I further agree that this reaffirmation shall apply to cover any and all causes of action, claims, or judgments which Creditor may have or hold against me by virtue of my original obligation to it, and I hereby agree that Creditor may proceed against me upon any such causes of action, claims, or judgments, to collect the balance due under the terms of this Reaffirmation Agreement, by reason of my failure to comply with this Agreement.



This Agreement shall not constitute or be deemed to be a release of, or cancellation of any security interest existing prior to the execution of this Agreement in favor of Creditor and against me or the property serving as collateral for the obligation, nor shall it affect the liability of any co-maker or guarantor of my obligations to Creditor.

**I UNDERSTAND THAT THIS AGREEMENT MAY BE RESCINDED AT ANY TIME PRIOR TO DISCHARGE OR WITHIN 60 DAYS AFTER THIS AGREEMENT IS FILED WITH THE COURT, WHICHEVER OCCURS LATER, BY GIVING NOTICE OF RESCISSION TO *SNAP-ON CREDIT LLC*.**

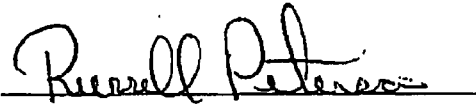
**I UNDERSTAND THAT I AM NOT REQUIRED TO ENTER INTO THIS AGREEMENT UNDER TITLE 11 OF THE UNITED STATES CODE (THE BANKRUPTCY CODE) UNDER NONBANKRUPTCY LAW, OR UNDER ANY AGREEMENT NOT IN ACCORDANCE WITH THE PROVISIONS OF TITLE 11 U.S.C. § 524(c).**

I further agree that in the event for any reason my discharge is not granted in the bankruptcy case or the case is dismissed, the Creditor shall not be bound by the terms of this agreement, but may revert at its option to the claim it had prior to my filing a petition in bankruptcy.



This Reaffirmation Agreement is secured by a purchase money security agreement and interest in and to the following collateral: See attached Contract(s) and Invoice(s). I further expressly agree that I am indebted and obligated to Creditor in the principal sum of \$10,174.11. The debt that I am reaffirming by this agreement shall be paid to Creditor in accordance with the terms of my original obligation with the Creditor (a photocopy of which is attached to the Reaffirmation Agreement) in weekly installments of \$59.91 commencing *the same month this agreement is signed* and continuing until paid in full.

I acknowledge that I have read this Reaffirmation Agreement and that I understand the nature and consequences of my actions in connection with executing this Agreement and I hereby sign this Agreement this 25 of May, 20 04,





Debtor

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Accepted on behalf of Creditor this 18<sup>th</sup> of May, 20 04,

by Diane Strangberg, its duly authorized and acting attorney or agent.

  
Attorney for Creditor  
James P. Valecko  
Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Bldg., 436 7th Ave.  
Pittsburgh, PA 15219  
(412) 434-7955  
PA ID NO 79596  
jvalecko@weltman.com

  
Diane Strangberg  
Snap-on Credit LLC

**DECLARATION OF DEBTOR'S ATTORNEY**

I declare, under penalty of perjury, that:

1. I am the attorney for the debtor(s) and have represented the debtor(s) during the course of negotiating this Reaffirmation Agreement with Snap-on Credit LLC.
2. In my opinion, this Agreement represents a fully informed and voluntary agreement by the Debtor(s).
3. In my opinion, this agreement does not impose an undue hardship on the Debtor(s) or the debtor's dependents.
4. I have fully advised the Debtor(s) of the legal effect and consequences of this Agreement and any default under it.

Pamela Chavert  
Attorney for Debtor(s)

Dated: 5-26-04

**CREDIT SALE CONTRACT**  
**( RETAIL INSTALLMENT CONTRACT )**

FORM NO FD 80C 5/85

This Credit Sale Contract ( "Credit Sale Contract" or "Agreement" ) includes provisions on both sides of this page and establishes the terms under which the buyer named below ( referred to as "you", "your", or "Buyer" ) agrees to purchase the tools, equipment and other merchandise listed under "Description of Property" below ( "Property" ) from an authorized Snap-on Tools Corporation Dealer ( "Dealer" ) and to make the payments shown under "Disclosure of Terms." The Property is part of the Collateral that secures your obligations under this Agreement. **BUYER REPRESENTS AND WARRANTS THAT THE PROPERTY PURCHASED HEREUNDER IS TO BE USED PRIMARILY FOR COMMERCIAL OR BUSINESS PURPOSES AND NOT PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.**

DESCRIPTION OF PROPERTY				ITEMIZATION OF TOTAL CREDIT SALE PRICE	
Description of Property	Model No.	Serial No.	Cash Price		
see Invoice #		104469		1. Total cash sale price:	\$ 932.80
				2. Amount of down payment and / or trade-in:	\$ _____
				A. Down payment	\$ _____
				B. Description of trade-in items:	
				_____	\$ _____
				_____	\$ _____
				3. Unpaid balance of cash price:	\$ 932.80
				(difference between 1 and 2)	
				4. Security interest charge:	\$ 20.25
				\$ _____ Processing fee	
				• OR •	
				\$ _____ to public officials (filing fees)	\$ _____
				5. Other Charges: (Specify)	\$ _____
				6. Principal balance (Amount Financed):	\$ 953.05
				(sum of (3) and (4) and (5))	
				7. Amount of Finance Charge:	\$ 89.55
				8. TOTAL OF PAYMENTS (sum of 6 and 7):	\$ 1042.60
				9. TOTAL CREDIT SALE PRICE (sum of 2 and 8):	\$ 1042.60
			Sales Tax		
			Total Cash Sale Price		

PLEASE ALSO REFER TO ANY PRODUCT SCHEDULE ATTACHED.

## DISCLOSURE OF TERMS

**Your payment schedule will be:**

Your payment schedule will be:		
NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE
57	\$ 20.05	WEEKLY, BEGINNING 10/13, 19 99

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. <u>18</u> %	FINANCE CHARGE The dollar amount the credit will cost you ( estimated ). Assumes payments are made as scheduled. \$ <u>89.55</u>	AMOUNT FINANCED The amount of credit provided to you or on your behalf. \$ <u>953.05</u>	TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled. \$ <u>1042.60</u>	TOTAL CREDIT SALE PRICE The total cost of your purchase on credit. \$ <u>1042.60</u>
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See above for an itemization of the Amount Financed.

**Insurance:** Credit life insurance and credit disability insurance are not required to obtain credit. You may obtain property insurance from anyone you want that is acceptable to Dealer or Dealer's assignee.

**Security:** You are giving a security interest in: ( 1 ) the goods or property being purchased; and ( 2 ) all other goods or property bearing the Snap-on / Sun Electric trademark. Filing fees or a fee for a Nonfiling insurance bond may be charged, if permitted, under applicable law. See Itemization number 4.

**Late charge:** If a payment is late, you will be charged 5% of the payment due, but not more than \$5.00 (or the maximum amount permitted under applicable law if less than the foregoing).

**Prepayment:** If you pay off early, you will not pay a penalty and you may be entitled to a refund of part of the finance charge.

See below and on the reverse for any additional information about nonpayment, default, any repayment in full before the scheduled date, and prepayment refunds and penalties.

## NOTICE TO THE BUYER

**DO NOT SIGN THIS CONTRACT ( CREDIT SALE CONTRACT ) BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THE CONTRACT WHEN YOU SIGN IT. YOU HAVE THE FOLLOWING RIGHTS, AMONG OTHERS:**

- (a) TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND OBTAIN A PARTIAL REFUND OF ANY UNEARNED FINANCE CHARGE;
- (b) TO REDEEM THE PROPERTY WITHIN THE TIME PROVIDED BY LAW IF REPOSSESSED FOR A DEFAULT;
- (c) TO REQUIRE, UNDER CERTAIN CONDITIONS, RESALE OF THE PROPERTY IF REPOSSESSED.

**BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT**

Dealer (Secured Party): Mark Hesser Buyer (Debtor): Kuss Peterson  
Please Print Name  
Dated: 10/6, 19 99 [Signature] Peter Peterson  
Signature  
Address: 141 TOWN HILL RD RD 2 BOX 54 E  
City: Port Matilda PA 16801 Houtzdale PA 1665  
State: PA PA Zip Code: 16801 1665

Dealer assigns for value all right, title and interest in this Agreement to SBC which shall be the secured creditor under this Agreement in accordance with the provisions of the Uniform Commercial Code as amended by the Uniform Commercial Code Act of 1969.

Residents of Puerto Rico may obtain a Spanish translation of this Agreement.

Importance by Snap-on Credit Corporation,  
Dealer's agreement with Snap-on Credit

Dealers' Agreement with Snap-On Credit

**THIS AGREEMENT IS SUBJECT TO THE**

THE SIDE

ORIGINAL

# Additional Terms

1. **Offer of Cash Sale or Payment Over Time.** Dealer has offered you a choice of buying the Property for a stated cash price payable immediately or within a limited number of days, or of buying those items for a Total Credit Sale Price which permits you to purchase them now but pay in installments over an extended period of time. The Total Credit Sale Price is more than the cash sale price because it includes a finance charge charged by Dealer to compensate Dealer for having to wait a period of time before collecting the full purchase price and for taking the risks involved in waiting that period of time.
2. **Payment Terms.** You agree to pay to Dealer or Dealer's assignee the Amount Financed plus finance charges applied to the outstanding balance thereof at the annual percentage rate set forth on the face of the Agreement until the balance is paid in full. You agree to make equal successive weekly payments (in cash, check or money order) as set forth under "Your payment schedule will be" on the front of this Agreement until all amounts due under this Agreement are paid (provided, that the final payment shall be in the amount of the unpaid balance). You may prepay the balance of the Amount Financed without penalty at any time; and doing so will reduce the amount of Finance Charge you would otherwise be required to pay. Unless you prepay the entire balance outstanding, however, the amount you are required to pay each week will remain the same, with any adjustments being reflected in the last payment and in the number of payments. If you make any overpayment, we will not be required to refund amounts less than \$1.00. If you pay the amount due under this Agreement late, the finance charge will continue to accrue on the unpaid balance. In the event, your last payment may be increased to pay the full balance due. Unless otherwise prohibited by applicable law, unpaid Finance Charges will be added to the balance of the Amount Financed and additional Finance Charges will thereafter accrue thereon. If you have previously purchased merchandise pursuant to one or more Purchase Money Security Agreements (also known as "Extended Credit" contracts) that were assigned to Snap-on Credit Corporation, and you have not fully paid the balance due under any such agreements, then by entering into this Agreement, you agree that the "net balance" remaining payable under such agreements will be transferred to the Amount Financed under this Credit Sale Contract if Dealer assigns this Agreement to Snap-on Credit as provided in Section 8 below. The "net balance" will be calculated by subtracting from the total of all remaining payments an amount determined to be the unearned time price differential according to the Rule of 78's except as otherwise required by law. You and Dealer may also agree to transfer to the Amount Financed any balance you may owe Dealer as a result of prior purchases pursuant to a Revolving Account ("RA") credit dealer has extended to you. You represent, warrant and agree that (a) you are justly indebted to Dealer for the full amount of the Amount Financed plus finance charges accruing thereon; (b) all information supplied and statements made by you in any financial or credit statement or application for credit before or at the same time as the execution of the Agreement are and will be correct, complete and genuine; and (c) any item used as a trade-in is free of all liens or other encumbrances, is fully paid for and you possess good and marketable title to it.
3. **Allocation of Payments.** Your payments will be allocated first to any finance charge in the order it is incurred, and then to the payment of the cash price each purchase in the order in which the purchase was made, with the payments being applied to the oldest purchase first (purchases made on the same day are paid off based upon the lowest priced purchases first). Down payments and trade-ins will be applied to the cash price of all items on a pro rata basis.
4. **Grant of Security Interest.** (a) As security for your obligations under this Agreement, you hereby grant Dealer a purchase money security interest under the Uniform Commercial Code in each item of Property you purchase under this Agreement until that item is paid for. As further security for your obligations under this Agreement, in all states except Puerto Rico and elsewhere where prohibited by applicable law for agreements of this type, you hereby grant Dealer a non-purchase money security interest in each other item of tools, goods and equipment, previously purchased or hereafter acquired, from a Snap-on Dealer, and any and all goods and equipment manufactured or distributed by Snap-on Incorporated or bearing Snap-on Incorporated or Sun Electric Corporation trademarks or logos, together with all proceeds (including insurance proceeds), accessions, attachments, additions, substitutions and replacements to and of such items (the foregoing and the Property are collectively referred to as "Collateral"). If the net balance remaining payable under one or more Extended Credit contracts is transferred to the Amount Financed under this Agreement, the security interests granted pursuant to the Extended Credit contracts will be unaffected and you agree that Dealer or Dealer's assignee will continue to hold a purchase money security interest in all merchandise purchased by you under such Extended Credit contract after such transfer. If this agreement is assigned to Snap-on Credit pursuant to section 6 below, and if the Amount Financed includes a transfer of an RA balance owed to Dealer, then Dealer hereby assigns to Snap-on Credit any security interest that Dealer may have in any merchandise reflected in the RA balance so transferred. In such case, Snap-on Credit shall continue to hold a purchase money security interest in such merchandise after such transfer. To the extent permitted by and subject to applicable law, you agree and hereby grant to Dealer and Snap-on Credit or its agent or assigns the power of attorney and right to sign on your behalf and file or record such financing statements or other documents as may be necessary to perfect or maintain the security interest granted by you under this Agreement.  
(b) You agree not to remove any Collateral from the county where the original sale was made without Dealer's written consent, that you will not sell or dispose of any Collateral and that you will keep the Collateral free and clear of any liens or other encumbrances until your entire balance due is paid in full.
5. **Insurance.** You will obtain and keep in force, for so long as Dealer or Dealer's successors and assigns has a security interest in any Collateral, fire and other casualty insurance on the Collateral in form, amount and written by insurers satisfactory to Dealer's, with loss payable to Dealer or Dealer's assignee as its interest shall appear. If you fail to do so, Dealer may at Dealer's option purchase such insurance, in which event you must pay the cost thereof to Dealer on demand. However, any failure of Dealer to obtain and keep in force such insurance, after your failure to do so, shall not release you from any obligations or liability under this Agreement. *Any insurance procured by Dealer under this section will not include insurance coverage for property damage to others.*
6. **Assignment by Dealer.** (a) Dealer may hold this Agreement or Dealer may assign it for value to Snap-on Credit Corporation ("Snap-on Credit"). If Dealer assigns this Agreement to Snap-on Credit, then after such assignment: (i) Snap-on Credit, as assignee, shall have all the rights and remedies of Dealer under this Agreement and all of your agreements, representations and warranties shall be deemed to have been made to Snap-on Credit with the same effect as if Snap-on Credit were an original party to this Agreement, and (ii) Dealer will not have any power or authority to exercise any such rights or remedies, give any consents under Section 4 (b) or change or modify this Agreement or any related document in any way.  
(b) If this Agreement is assigned to Snap-on Credit, you agree to deliver your payments to Dealer or directly to Snap-on Credit. *The Dealer is not Snap-on Credit's agent for any purpose;* if you make payments to your Dealer, the Dealer will be acting as your agent. In that capacity, the Dealer has agreed with Snap-on Credit to remit payments under this Agreement to Snap-on Credit on a regular basis. You will be credited with payment on the date Snap-on Credit receives payment from the Dealer. Snap-on Credit will credit you with payment and waive additional interest charges and late charges on any installment regardless of when payment is received from the Dealer, if you have proof of your timely payment to the Dealer (such as a valid receipt or canceled check). Alternatively, you may make any payment (by electronic transfer, check or money order payable to Snap-on Credit, and not cash) directly to Snap-on Credit at the address provided to you by Snap-on Credit, in which case you will be credited with payment on the date Snap-on Credit receives the payment. Snap-on Credit may require you to make payments directly to it. In all events, payments received by Snap-on Credit after 10:00 a.m. will be credited on the next business day. Snap-on Credit's business days are Monday through Friday; holidays are not included.
7. **Additional Charges.** In addition to paying the Total Credit Sale Price for the Property, you agree to pay the additional charges listed below that may be assessed. Assessment of a fee does not waive Dealer's right to insist on strict compliance with this Agreement by you at any time.  
(a) **Security Interest Charges.** To the extent permitted by and subject to applicable law, you will be assessed a Security Interest Charge to cover (i) fees and charges prescribed by law which are or will be paid to public officials for determining the existence of or for perfecting, releasing or satisfying the security interest you granted hereunder; or (ii) the premium or other costs payable for any insurance or bond in lieu of perfecting such security interest, which will not exceed the aggregate fees and charges described in clause (i) that would otherwise be payable.  
(b) **Late Charges.** To the extent permitted by and subject to applicable law, if you fail to make payments under this Agreement within 30 days after the date due, you may be assessed a Late Charge of 5% of the payment due but not more than \$5.00 (or the maximum amount permitted by law if less than the foregoing).  
(c) **NSF Check Charges.** To the extent permitted by and subject to applicable law, if you fail to make payment by check and your check is not paid because of non-sufficient funds in your checking account, you may be assessed an NSF Check Charge of \$10.00 or if less the maximum amount permitted by applicable law.  
(d) **Legal Fees.** In addition to the full amount owed and any court costs, to the extent permitted by and subject to applicable law, if any matter arising out of your default under this Agreement is referred to an attorney who is not a salaried employee of Snap-on Credit to collect the amount you owe or to repossess any Collateral or otherwise, you agree to pay all actual and reasonable attorneys' fees or such lesser amount as may be permitted by applicable law.
8. **Events of Default/Acceleration.** (a) The occurrence of any one of the following events constitutes a default under this agreement: (i) You do not pay at least the minimum payments due or you otherwise become delinquent on any other obligations to Dealer, or if this agreement is assigned, to such assignee; (ii) you file or consent to the filing of bankruptcy or similar proceedings against you or you become insolvent; or that your financial condition deteriorates significantly and it appears likely that you will not be able to repay Dealer for any reason; (iii) You die, become imprisoned, or are declared legally incompetent; (iv) You at any time give Dealer information that is inaccurate, misleading or incomplete, or (v) You fail to comply with any terms or conditions of this Agreement.  
(b) Dealer, or if this Agreement is assigned, Dealer's assignee will have all the rights and remedies of a secured creditor under the Uniform Commercial Code and any other applicable laws. In addition, if any one of these events of default occurs, subject to any right you may have under applicable law to receive notice of and to cure such default, at Dealer's option Dealer may: (i) declare the entire unpaid balance due under this Agreement immediately due and payable, and (ii) repossess any Collateral in which Dealer still retains a security interest, but Dealer will do so only in the manner and to the extent permitted by applicable law. If Dealer resells any repossessed Collateral, Dealer agrees to pay you any surplus remaining (after deduction of the costs of repossession and sale and other costs, to the extent permitted by law) and you agree to pay Dealer any deficiency in accordance with the Uniform Commercial Code. Dealer may accept late payments, partial payments or any payments marked as being payment in full or as being settlement for any dispute without prejudicing any of Dealer's rights under this Agreement or in any way amending this Agreement. Dealer's failure or delay at any time to exercise any of Dealer's contract or other legal or equitable rights shall not be deemed a waiver of those rights or of the right to exercise Dealer's rights at any other time. If Snap-on Credit becomes the secured party under this Agreement, you agree that it is commercially reasonable for Snap-on Credit to be sold at public or private sales (in any state or county selected by Snap-on Credit) to dealers or others in lots or pieces (with or without the Collateral being physically present) at used tool prices. The terms "Buyer" and "Dealer" as used in this Agreement also mean "debtor" and "secured party" respectively and include the heirs, executors, or administrators, successors and permitted assigns of those parties.
9. **Governing Law.** This Agreement will be governed by the laws of the State of your address stated in this Agreement. Certain provisions of this Agreement are generally modeled after the Federal Truth in Lending Act and Regulation Z thereunder or similar state statutes and regulations; however, you agree that to the extent that such statutes and regulations relate only to transactions entered into for personal, household or family purposes, or otherwise exclude business or commercial transactions, such statutes and regulations do not govern this Agreement unless expressly provided for in the statute or regulation.
10. **Transfer of Agreement.** Without prior notice to or approval from you, Dealer reserves the right to sell or transfer this Agreement in whole or in part, to another entity or person. You cannot, however, transfer this Agreement or rights and obligations under this Agreement to another entity or person.
11. **Severability; Entire Agreement.** If any term, provision, or section of this Agreement is held void, voidable, invalid or unenforceable, under any statute or court decision, or any governmental rule or regulation, the remainder of the Agreement shall remain effective, and any such invalidity or unenforceability shall affect the validity or enforceability of this Agreement in any other jurisdiction. This Agreement (as modified by any written Addendums hereto signed by both parties, which are incorporated into this Agreement) constitutes the entire agreement between the parties regarding the subject matter hereof. The parties agree that no oral changes to the Agreement are permissible and that no oral representations or amendments affecting this Agreement have been made or relied upon by either party. **IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.**

**Notice to Assignee (Puerto Rico Residents).** The assignee of this retail installment contract shall be subject in equal conditions to any claim or defense that the buyer may initiate against the seller. The assignee of the contract shall have the right to file against the seller all the claims and defenses that the buyer may raise against the seller of the goods or services.

**Notice to Maryland Residents.** This Agreement is entered into pursuant to Subtitle 10 (Credit Grantor Closed End Credit Provisions) of Md. Code Ann., Fin. Inst. §12-100 et seq.

SALE DATE 10/06/99

S N A P - O N T O O L S  
I N V O I C E  
CREDIT SALE RECEIPT

PAGE 1

AUTHORIZED DEALER :

MARK HESSER  
141 TOWHILL RD

PORT MATILDA, PA  
16870-0000  
TELEPHONE : 814-692-5241  
MOBILE : 814-571-7239

SOLD TO :

RUSS PETERSON 3-14-9  
RD2 BOX 54F

HOUTZDALE, PA  
16851-  
TELEPHONE : 814-378-8992

CUST ACCOUNT # 187-38-8945

TAX RATE = 6.000%

P.O. # =  
SALE TYPE = CREDIT SALE  
INVOICE NO. = 104469

QTY.	PRODUCT NO.	DESCRIPTION	EACH	COMMENTS	LC LINE	TOTAL
1)	1 MB4525	277832 ROLL CAB MATC	880.00		0	880.00
SUB TOTAL						880.00
TAX APPLIED						52.80
TOTAL PRICE INCLUDING TAX						932.80

\*\*\*\*\* WEAR SAFETY GOGGLES \*\*\*\*\*  
\*\*\*\*\* USE THE RIGHT TOOL \*\*\*\*\*  
\*\*\*\*\* USE THE TOOL PROPERLY \*\*\*\*\*  
\*\*\*\*\* MAINTAIN THE TOOL REGULARLY \*\*\*\*\*

1.	Total Cash Sale Price	932.80
2.	Amount of down payment and/or trade-in	0.00
	A. Down payment	0.00
	B. Trade-in	0.00
3.	Unpaid balance of cash price	932.80
4.	Security interest charge	20.25
5.	Other Charges	0.00
6.	Principal balance (Amount Financed)	953.05
7.	Amount of Finance Charge	89.55
8.	TOTAL OF PAYMENTS	1042.60
9.	TOTAL CREDIT SALE PRICE	1042.60
52	WEEKLY PAYMENTS OF	20.05 ESTIMATED AT 18.000 % APR

CHECK OUT THE NEW INFERRED TEMP GAUGE WITH LASER FOR 139.95 AND  
THE NEW IM6100 1/2 IN GUN WITH 625 FT LBS OF TORQUE WOW!!!!!!!

CUSTOMER AGREES THAT THIS CREDIT SALE IS GOVERNED BY THE PURCHASE MONEY SECURITY AGREEMENT OR THE CREDIT SALE CONTRACT  
AND ANY RIDERS ("EC CONTRACT") BETWEEN DEALER OR SNAP-ON AND CUSTOMER.

Customer acknowledges delivery and acceptance of the goods described in this receipt and promises to pay to the order of Dealer,  
Snap-on or their assigns, the Total Credit Sales Price. Customer grants to Dealer or Snap-on or their assigns (except to the  
extent prohibited by law) a security interest in the goods and equipment listed on this receipt and certain other goods and  
equipment in accordance with the EC Contract.

CUSTOMER: *Russ Peterson*

ACCT	OPENING	SALE	PAYMENT	CLOSING	
CASH	0.00		0.00		← CASH DOWNPAYMENT
R/A	0.00	0.00	0.00	0.00	
E.C.	0.00	0.00	0.00	0.00	
ReAssigned	0.00	0.00	0.00	0.00	
C.S.	NEW SALE	1042.60	0.00	1042.60	
O/A	0.00	0.00	0.00	0.00	Opening Bal In Sale

=====

3-14-9



CREDIT SALE CONTRACT  
(RETAIL INSTALLMENT CONTRACT)  
Add-On Rider

FORM NO. FD 81D (8/99)

This Add-On Rider supplements and incorporates by reference all provisions, definitions, representations and conditions in the Credit Sale Contract between Buyer and Dealer dated 10/6 1999 ("Credit Sale Contract") and any prior Add-On Riders relating to the Credit Sale Contract.

DESCRIPTION OF PROPERTY				ITEMIZATION OF TOTAL CREDIT SALE PRICE	
Description of Property	Model No.	Serial No.	Cash Price		
See invoice # 106742				1. Total cash sale price:	\$ 425.79
				2. Amount of down payment and for trade-in:	\$ 0
				A. Down payment:	\$
				B. Description of trade-in items:	
					\$
					\$
				3. Unpaid balance of cash price:	\$ 425.79
				(difference between (1) and (2))	
				4. Security interest charge:	\$ 0
				\$ Processing fee	
				-OR-	
				\$ to public officials (filing fees)	
				5. Principal balance (Amount Financed):	\$ 425.79
				(sum of 3 and 4)	
				6. Unpaid principal balance under prior:	\$ 817.24
				Credit Sale Contract and Add-On Rider(s) -AND-	
				under prior Extended Credit Purchase Money Security	
				Agreements	\$
				7. Other Charges: (Specify)	\$ 0
				8. New Principal Balance (Amount Financed) (sum of 5 and 6 and 7)	\$ 1243.03
				9. Amount of Finance Charge:	\$ 177.35
				10. TOTAL OF PAYMENTS (sum of 8 and 9):	\$ 1420.38
				11. TOTAL OF CREDIT SALE PRICE (sum of 2 and 10):	\$ 1420.38

PLEASE ALSO REFER TO ANY PRODUCT SCHEDULE ATTACHED.

You agree to purchase the additional Property listed above and to pay for such additional Property as well as the Property purchased under the Credit Sale Contract and prior Add-On Riders according to the payment terms listed herein. Your payments will be allocated first to any finance charge in the order it is incurred, and then to the payment of each purchase in the order in which the purchase was made, with the payments being applied to the oldest purchase first (purchases made on the same day are paid off based on the lowest priced purchase first). Down payments and Trade-ins will be applied to the cash price of all items on a pro rata basis. If the Credit Sale Contract to which this Add-On Rider relates has been assigned to Snap-on Credit Corporation; then this Add-On Rider is also assigned to Snap-on Credit Corporation and all references to Dealer includes Snap-on Credit Corporation as Dealer's assignee.

You grant Dealer (or Snap-on Credit if the Credit Sale Contract has been assigned to it) a purchase money security interest in the additional Property listed above which will be part of the Collateral as defined in the Credit Sale Contract; and you agree that the purchase money security interest in all Property in the Credit Sale Contract and prior Add-On Riders, and the non-purchase money security interest in all other Property, will be continued in favor of Dealer and Dealer's assignee.

DISCLOSURE OF TERMS

Your payment schedule will be:

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE
78	\$ 18.21	WEEKLY, BEGINNING 2/2 2000

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL CREDIT SALE PRICE
18%	\$ 177.35	\$ 1243.03	\$ 1420.38	\$ 1420.38

See above for an itemization of the Amount Financed.

Insurance: Credit life insurance and credit disability insurance are not required to obtain credit. You may obtain property insurance from anyone you want that is acceptable to Dealer or Dealer's assignee. Insurance, if any, included in this contract does not provide coverage for personal liability or property damage caused to others.

Security: You are giving a security interest in: (1) the goods or property being purchased; and (2) if permitted by law all other goods or property bearing the Snap-on / Sun Electric trademark. Filing fees or a fee for a Nonfiling insurance bond may be charged, if permitted, under applicable law. See itemization number 4.

Late charge: If a payment is late, you will be charged 5% of the payment due, but not more than \$5.00 (or the maximum amount permitted under applicable law if less than the foregoing).

Prepayment: If you pay off early, you will not pay a penalty and you may be entitled to a refund of part of the finance charge.

See below and on the reverse side for any additional information about nonpayment, default, any repayment in full before the scheduled date, and prepayment refunds and penalties.

BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT  
NOTICE TO THE BUYER

DO NOT SIGN THIS CONTRACT (CREDIT SALE CONTRACT) BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THE CONTRACT WHEN YOU SIGN IT. YOU HAVE THE FOLLOWING RIGHTS, AMONG OTHERS:

- (a) TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND OBTAIN A PARTIAL REFUND OF ANY UNEARNED FINANCE CHARGE;
- (b) TO REDEEM THE PROPERTY IF REPOSSESSED FOR A DEFAULT;
- (c) TO REQUIRE, UNDER CERTAIN CONDITIONS, RESALE OF THE PROPERTY IF REPOSSESSED.

Dealer (Secured Party) Maria Hesser Buyer (Debtor) Russ Peterson  
Please Print Name  
Signature [Signature] Signature [Signature]  
Address 141 Towall Rd Address RD2 BOX 54F  
City Port Matilda PA 16801 City Houtzdale PA 16801  
State PA State PA  
Zip Code 16801 Zip Code 16801

Dated: 1/26 2000 year

By signing the information on the unpaid principal balance under prior Credit Sale Contract and any Add-On Rider(s) for this transaction, Snap-on Credit consents to the re-scheduling of payments under the Credit Sale Contract and any Add-On Riders previously assigned to Snap-on Credit.

Residents of Puerto Rico may obtain a Spanish translation of this Agreement on request.

ORIGINAL

#### Additional Terms

1. **Offer of Cash Sale or Payment Over Time.** Dealer has offered you a choice of buying the Property for a stated cash price payable immediately or within a limited number of days, or of buying those items for a Total Credit Sale Price which permits you to purchase them now but pay in installments over an extended period of time. The Total Credit Sale Price is more than the cash sale price because it includes a finance charge charged by Dealer to compensate Dealer for having to wait a period of time before collecting the full purchase price and for taking the risks involved in waiting that period of time.
2. **Payment Terms.** You agree to pay to Dealer or Dealer's assignee the Amount Financed plus finance charges applied to the outstanding balance thereof at the annual percentage rate set forth on the face during the time any balance under the Agreement remains unpaid. You agree to make equal successive weekly payments (in cash, check or money order) as set forth under "Your payment schedule will be" on the front of this Agreement until all amounts due under this Agreement are paid (provided, that the final payment shall be in the amount of the unpaid balance.) You may prepay the balance of the Amount Financed without penalty at any time; and doing so will reduce the amount of Finance Charge you would otherwise be required to pay. Unless you prepay the entire balance outstanding, however, the amount you are required to pay each week will remain the same, with any adjustments being reflected in the last payment and in the number of payments. If you make any overpayment, we will not be required to refund amounts less than \$1.00. If you pay the amount due under this Agreement late, the finance charge will continue to accrue on the unpaid balance. In that event, your last payment may be increased to pay the full balance due. Unless otherwise prohibited by applicable law, unpaid Finance Charges will be added to the balance of the Amount Financed and additional Finance Charges will thereafter accrue thereon. If you have previously purchased merchandise pursuant to one or more Purchase Money Security Agreements (also known as "Extended Credit" contracts) that were assigned to Snap-on Credit LLC, and you have not fully paid the balance due under any such agreements, then by entering into this Agreement, you agree that the "net balance" remaining payable under such agreements will be transferred to the Amount Financed under this Credit Sale Contract if Dealer assigns this Agreement to Snap-on Credit as provided in Section 6 below. The "net balance" will be calculated by subtracting from the total of all remaining payments an amount determined to be the unearned time price differential according to the Rule of 78's except as otherwise required by law. You and Dealer may also agree to transfer to the Amount Financed any balance you may owe Dealer as a result of prior purchases pursuant to Revolving Account ("RA") credit dealer has extended to you. You represent, warrant and agree that: (a) you are justly indebted to Dealer for the full amount of the Amount Financed plus finance charges accruing thereon; (b) all information supplied and statements made by you in any financial or credit statement or application for credit before or at the same time as the execution of the Agreement are and will be correct, complete and genuine; and (c) any item used as a trade-in is free of all liens or other encumbrances, is fully paid for and you possess good and marketable title to it.
3. **Allocation of Payments.** Your payments will be allocated first to any finance charge in the order it is incurred, and then to the payment of the cash price of each purchase in the order in which the purchase was made, with the payments being applied to the oldest purchase first (purchases made on the same day are paid off based upon the lowest priced purchases first). Down payments and trade-ins will be applied to the cash price of all items on a pro rata basis.
4. **Grant of Security Interest.** (a) As security for your obligations under this Agreement, you hereby grant Dealer a purchase money security interest under the Uniform Commercial Code in each item of Property you purchase under this Agreement until that item is paid for. As further security for your obligations under this Agreement, in all states except Puerto Rico and elsewhere where prohibited by applicable law for agreements of this type, you hereby grant Dealer a non-purchase money security interest in each other item of tools, goods and equipment, previously purchased or hereafter acquired, from a Snap-on Dealer, and any and all goods and equipment manufactured or distributed by Snap-on Incorporated or bearing Snap-on Incorporated or Sun Electric Corporation trademarks or logos, together with all proceeds (including insurance proceeds), accessions, attachments, additions, substitutions and replacements to and of such items (the foregoing and the Property are collectively referred to as "Collateral"). If the net balance remaining payable will be unaffected and you agree that Dealer or Dealer's assignee will continue to hold a purchase money security interest in all merchandise purchased by you under such Extended Credit contract after such transfer. If this agreement is assigned to Snap-on Credit pursuant to section 6 below, and if the Amount Financed includes a transfer of a RA balance owed to Dealer, then Dealer hereby assigns to Snap-on Credit any security interest that Dealer may have in any merchandise reflected in the RA balance so transferred. In such case, Snap-on Credit shall continue to hold a purchase money security interest in such merchandise after such transfer. To the extent permitted by and subject to applicable law, you agree and hereby grant to Dealer and Snap-on Credit or its agent or assigns the power of attorney and right to sign on your behalf and file or record such financing statements or other documents as may be necessary to perfect or maintain the security interest granted by you under this Agreement.  
(b) You agree not to remove any Collateral from the county where the original sale was made without Dealer's written consent, that you will not sell or dispose of any Collateral and that you will keep the Collateral free and clear of any liens or other encumbrances until your entire balance due is paid in full.
5. **Insurance.** You will obtain and keep in force, for so long as Dealer or Dealer's successors and assigns has a security interest in any Collateral, fire and other casualty insurance on the Collateral in form, amount and written by insurers satisfactory to Dealer's, with loss payable to Dealer or Dealer's assignee as its interest shall appear. If you fail to do so, Dealer may at Dealer's option purchase such insurance, in which event you must pay the cost thereof to Dealer on demand. However, any failure of Dealer to obtain and keep in force such insurance, after your failure to do so, shall not release you from any obligations or liability under this Agreement. Any insurance procured by Dealer under this section will not include insurance for property damage to others.
6. **Assignment by Dealer.** (a) Dealer may hold this Agreement or Dealer may assign it for value to Snap-on Credit LLC ("Snap-on Credit"). If Dealer assigns this Agreement to Snap-on Credit, then after such assignment, (i) Snap-on Credit, as assignee, shall have all the rights and remedies of Dealer under this Agreement and all of your agreements, representations and warranties shall be deemed to have been made to Snap-on Credit with the same effect as if Snap-on Credit were an original party to this Agreement; and (ii) Dealer will not have any power or authority to exercise any such rights or remedies, give any consents under Section 4 (b) or change or modify this Agreement or any related document in any way.  
(b) If this Agreement is assigned to Snap-on Credit, you agree to deliver your payments to Dealer or directly to Snap-on Credit. The Dealer is not Snap-on Credit's agent for any purpose; if you make payments to your Dealer, the Dealer will be acting as your agent. In that capacity, the Dealer has agreed with Snap-on Credit to remit payments under this Agreement to Snap-on Credit on a regular basis. You will be credited with payment on the date Snap-on Credit receives payment from the Dealer. Snap-on Credit will credit you with payment and waive additional finance charges and late charges on any installment regardless of when payment is received from the Dealer, if you have proof of your timely payment to the Dealer (such as a valid receipt or canceled check). Alternatively, you may make any payments (by electronic transfer, check or money order payable to Snap-on Credit, and not cash) directly to Snap-on Credit at the address provided to you by Snap-on Credit, in which case you will be credited with payment on the date Snap-on Credit receives the payment. Snap-on Credit may require you to make payments directly to it. In all events, payments received by Snap-on Credit after 10:00 a.m. will be credited on the next business day. Snap-on Credit's business days are Monday through Friday; holidays are not included.
7. **Additional Charges.** In addition to paying the Total Credit Sale Price for the Property, you agree to pay the additional charges listed below that may be assessed. Assessment of a fee does not waive Dealer's right to insist on strict compliance with this Agreement by you at any time.  
(a) **Security Interest Charges.** To the extent permitted by and subject to applicable law, you will be assessed a Security Interest Charge to cover (i) fees and charges prescribed by law, which are or will be paid to public officials for determining the existence of or for perfecting, releasing or satisfying the security interest you granted hereunder, or (ii) the premium or other costs payable for any insurance or bond in lieu of perfecting such security interest, which will not exceed the aggregate fees and charges described in clause (ii) that would otherwise be payable.  
(b) **Late Charges.** To the extent permitted by and subject to applicable law, if you fail to make payments under this Agreement within 30 days after the date due, you may be assessed a Late Charge of 5% of the payment due but not more than \$5.00 (or the maximum amount permitted by law if less than the foregoing).  
(c) **NFS Check Charges.** To the extent permitted by and subject to applicable law, if you fail to make payment by check and your check is not paid because of non-sufficient funds in your checking account, you may be assessed a NFS Check Charge of \$10.00, or less, the maximum amount permitted by applicable law.  
(d) **Legal Fees.** In addition to the full amount owed and any court costs, to the extent permitted by and subject to applicable law, if any matter arising out of your default under this Agreement is referred to an attorney who is not salaried employee of Snap-on Credit to collect the amount you owe or to repossess any Collateral or otherwise, you agree to pay all actual and reasonable attorneys' fees or such lesser amount as may be permitted by applicable law.
8. **Events of Default; Acceleration.** (a) The occurrence of any one of the following events constitutes a default under this agreement; (i) You do not pay at least the minimum payments due or you otherwise become delinquent on any other obligations to Dealer, or if this agreement is assigned, to such assignee; (ii) You file or consent to the filing of bankruptcy or similar proceedings against you or you become insolvent; or that your financial condition deteriorates significantly and it appears likely that you will not be able to repay Dealer for any reason; (iii) You die, become imprisoned, or are declared legally incompetent; (iv) You at any time give Dealer information that is inaccurate, misleading or incomplete; or (v) You fail to comply with any terms or conditions of this Agreement.  
(b) Dealer, or if this Agreement is assigned, Dealer's assignee will have all the rights and remedies of a secured creditor under the Uniform Commercial Code and any other applicable laws. In addition, if any one of these events of default occurs, subject to any right you may have under applicable law to receive notice of and to cure such default, at Dealer's option Dealer may; (i) declare the entire unpaid balance due under this Agreement immediately due and payable; and (ii) repossess any Collateral in which Dealer still retains a security interest, but Dealer will do so only in the manner and to the extent permitted by applicable law. If Dealer repossesses any repossessed Collateral, Dealer agrees to pay you any surplus remaining (after deduction of the costs of repossession and sale and other costs, to the extent permitted by law) and you agree to pay Dealer any deficiency in accordance with the Uniform Commercial Code. Dealer may accept late payments, partial payments or any payments marked as being payment in full or as being settlement for any dispute without prejudicing any of Dealer's rights under this Agreement or in any way amending this Agreement. Dealer's failure or delay at any time to exercise any of Dealer's contract or other legal or equitable rights shall not be deemed a waiver of those rights or of the right to exercise Dealer's rights at any other time. If Snap-on Credit becomes the secured party under this Agreement, you agree that it is commercially reasonable for repossessed Collateral to be sold at public or private sales (in any state or county selected by Snap-on Credit) to dealers or others in lots or pieces (with or without the Collateral being physically present) at used tool prices. The term "Buyer" and "Dealer" as used in this Agreement also mean "debtor" and "secured party" respectively and include the heirs, executors, or administrators, successors and permitted assigns of those parties.
9. **Governing Law.** This Agreement will be governed by the laws of the State of your address stated in this Agreement. Certain provisions of this Agreement are generally modeled after the Federal Truth in Lending Act and Regulation Z thereunder or similar state statutes and regulations; however, you agree that to the extent that such statutes and regulations relate only to transactions entered into for personal, household or family purposes, or otherwise excluded business or commercial transactions, such statutes and regulations do not govern this Agreement unless expressly provided for in the statute or regulation.
10. **Transfer of Agreement.** Without prior notice to or approval from you, Dealer reserves the right to sell or transfer this Agreement in whole or in part, to another entity or person. You cannot, however, transfer this Agreement or rights and obligations under this Agreement to another entity or person.
11. **Severability; Entire Agreement.** If any term, provisions, or section of this Agreement is held void, voidable, invalid or unenforceable, under any statute or court decision, or any governmental rule or regulation, the remainder of the Agreement shall remain effective; and any such ineffectiveness shall not affect the validity or enforceability of this Agreement in any other jurisdiction. This Agreement, any previous credit sale contracts, and any written Addenda/Riders hereto signed by both parties constitute the entire agreement between the parties regarding the subject matter hereof. The parties agree that no oral changes to the Agreement are permissible and that no oral representations or amendments affecting this Agreement have been made or relied upon by either party. **IMPORTANT: READ BEFORE SIGNING: THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.**

**Notice to Assignee (Puerto Rico Residents).** The assignee of this retail installment contract shall be subject in equal conditions to any claim or defense that the buyer may initiate against the seller. The assignee of the contract shall have the right to file against the seller all the claims and defenses that the buyer may raise against the seller of the goods or services.

**Notice to Maryland Residents.** This Agreement is entered into pursuant to Subtitle 10 (Credit Grantor Closed End Credit Provisions) of Md. Code Ann., Fin. Inst., §12-100 et seq.

SALE DATE 01/26/00

# S N A P - O N T O O L S . I N V O I C E CREDIT SALE RECEIPT

PAGE 1

AUTHORIZED DEALER :

MARK HESSER  
141 TOWHILL RD

PORT MATILDA, PA

16870-0000

TELEPHONE : 814-692-5241

MOBILE : 814-571-7239

SOLD TO :

RUSS PETERSON 3-14- 9  
RD2 BOX 54F

HOUTZDALE, PA

16651-

TELEPHONE : 814-378-8992

CUST ACCOUNT # 187-38-8945

TAX RATE = 6.000%

P.O. #

SALE TYPE = CREDIT SALE

INVOICE NO. = 106742

QTY.	PRODUCT NO.	DESCRIPTION	EACH	COMMENTS	LC	LINE	TOTAL
1)	1 KRA54	665231 TOOL BOX	270.00		0		270.00
2)	1 WKKJ990066	JumpNCarry 400crank	131.69		0		131.69

SUB TOTAL 401.69

TAX APPLIED 24.10

TOTAL PRICE INCLUDING TAX 425.79

\*\*\*\*\* WEAR SAFETY GOGGLES \*\*\*\*\*  
 \*\*\*\*\* USE THE RIGHT TOOL \*\*\*\*\*  
 \*\*\*\*\* USE THE TOOL PROPERLY \*\*\*\*\*  
 \*\*\*\*\* MAINTAIN THE TOOL REGULARLY \*\*\*\*\*

1.	Total Cash Sale Price	425.79
2.	Amount of down payment and/or trade-in	0.00
	A. Down payment	0.00
	B. Trade-in	0.00
3.	Unpaid balance of cash price	425.79
4.	Security interest charge	0.00
5.	Principal Balance (Amount Financed)	425.79
6.	Unpaid Prior Balance	817.24
7.	Other Charges	0.00
8.	New Principal Balance (Amount Financed)	1243.03
9.	Amount of Finance Charge	177.35
10.	TOTAL OF PAYMENTS	1420.38
11.	TOTAL CREDIT SALE PRICE	1420.38
78	WEEKLY PAYMENTS OF	18.21
	ESTIMATED AT	18.000 % APR

CHECK OUT THE NEW INFRARED TEMP GAUGE WITH LASER FOR 139.95 AND  
 THE NEW IM6100 1/2 IN GUN WITH 625 FT LBS OF TORQUE WOW!!!!!!

CUSTOMER AGREES THAT THIS CREDIT SALE IS GOVERNED BY THE PURCHASE MONEY SECURITY AGREEMENT OR THE CREDIT SALE CONTRACT  
 AND ANY RIDERS ("EC CONTRACT") BETWEEN DEALER OR SNAP-ON AND CUSTOMER.

Customer acknowledges delivery and acceptance of the goods described in this receipt and promises to pay to the order of Dealer,  
 Snap-on or their assigns, the Total Credit Sales Price. Customer grants to Dealer or Snap-on or their assigns (except to the  
 extent prohibited by law) a security interest in the goods and equipment listed on this receipt and certain other goods and  
 equipment in accordance with the EC Contract.

CUSTOMER:

ADCT	OPENING	SALE	PAYMENT	CLOSING	
CASH	0.00		0.00		<-- CASH DOWNPAYMENT
R/A	23.61	0.00	23.61	0.00	
E.C.	0.00	0.00	0.00	0.00	
ReAssigned	0.00	0.00	0.00	0.00	
C.S.	NEW SALE	1420.38	16.39	1403.99	Opening Bal In Sale
O/A	0.00	0.00	0.00	0.00	

3-14- 9





CREDIT SALE CONTRACT  
(RETAIL INSTALLMENT CONTRACT)  
Add-On Rider

FORM NO. FD 81D (8/99)

SEP 12 2000

This Add-On Rider supplements and incorporates by reference all provisions, definitions, representations and conditions in the Credit Sale Contract between Buyer and Dealer dated 10/6 1999 ("Credit Sale Contract") and any prior Add-On Riders relating to the Credit Sale Contract.

DESCRIPTION OF PROPERTY				ITEMIZATION OF TOTAL CREDIT SALE PRICE	
Description of Property	Model No.	Serial No.	Cash Price		
See Invoice #		100286		1. Total cash sale price:	\$ 660.73
				2. Amount of down payment and for trade-in:	\$ 0
				A. Down payment	\$
				B. Description of trade-in items:	
					\$
					\$
				3. Unpaid balance of cash price:	\$ 660.73
				(difference between (1) and (2))	
				4. Security interest charge:	\$ 0
				\$ Processing fee	
				-OR-	
				\$ to public officials (filing fees)	
				5. Principal balance (Amount Financed):	\$ 660.73
				(sum of 3 and 4)	
				6. Unpaid principal balance under prior:	\$ 916.79
				Credit Sale Contract and Add-On Rider(s) -AND-	
				under prior Extended Credit Purchase Money Security	
				Agreements	\$
				7. Other Charges (Specify)	\$ 0
				8. New Principal Balance (Amount Financed) (sum of 5 and 6 and 7):	\$ 1577.52
				9. Amount of Finance Charge:	\$ 302.80
				10. TOTAL OF PAYMENTS (sum of 8 and 9):	\$ 1880.32
				11. TOTAL OF CREDIT SALE PRICE (sum of 2 and 10):	\$ 1880.32

Sales Tax  
Total Cash Sale Price

PLEASE ALSO REFER TO ANY PRODUCT SCHEDULE ATTACHED.

You agree to purchase the additional Property listed above and to pay for such additional Property as well as the Property purchased under the Credit Sale Contract and prior Add-On Riders according to the payment terms listed herein. Your payments will be allocated first to any finance charge in the order it is incurred, and then to the payment of each purchase in the order in which the purchase was made, with the payments being applied to the oldest purchase first (purchases made on the same day are paid off based on the lowest priced purchase first). Down payments and Trade-ins will be applied to the cash price of all items on a pro rata basis. If the Credit Sales Contract to which this Add-On Rider relates has been assigned to Snap-on Credit Corporation, then this Add-On Rider is also assigned to Snap-on Credit Corporation and all references to Dealer includes Snap-on Credit Corporation as Dealer's assignee.

You grant Dealer (or Snap-on Credit if the Credit Sale Contract has been assigned to it) a purchase money security interest in the additional Property listed above which will be part of the Collateral as defined in the Credit Sale Contract; and you agree that the purchase money security interest in all Property in the Credit Sale Contract and prior Add-On Riders, and the non-purchase money security interest in all other Property, will be continued in favor of Dealer and Dealer's assignee.

DISCLOSURE OF TERMS				
Your payment schedule will be:				
NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE		
104	\$ 18.08	WEEKLY, BEGINNING <u>9/6</u> <u>2000</u> year		
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you (estimated). Assumes payments are made as scheduled.	AMOUNT FINANCED The amount of credit provided to you or on your behalf.	TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled.	TOTAL CREDIT SALE PRICE The total cost of your purchase on credit.
18%	\$ 302.80	\$ 1577.52	\$ 1880.32	\$ 1880.32

See above for an itemization of the Amount Financed.

Insurance: Credit life insurance and credit disability insurance are not required to obtain credit. You may obtain property insurance from anyone you want that is acceptable to Dealer or Dealer's assignee. Insurance, if any, included in this contract does not provide coverage for personal liability or property damage caused to others.

Security: You are giving a security interest in: (1) the goods or property being purchased; and (2) if permitted by law all other goods or property bearing the Snap-on / Sun Electric trademark. Filing fees or a fee for a Nonfiling insurance bond may be charged, if permitted, under applicable law. See Itemization number 4.

Late charge: If a payment is late, you will be charged 5% of the payment due, but not more than \$5.00 (or the maximum amount permitted under applicable law if less than the foregoing).

Prepayment: If you pay off early, you will not pay a penalty and you may be entitled to a refund of part of the finance charge. 5178

See below and on the reverse side for any additional information about nonpayment, default, any repayment in full before the scheduled date, and prepayment refunds and penalties.

BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT  
NOTICE TO THE BUYER

DO NOT SIGN THIS CONTRACT (CREDIT SALE CONTRACT) BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THE CONTRACT WHEN YOU SIGN IT. YOU HAVE THE FOLLOWING RIGHTS, AMONG OTHERS:

- (a) TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND OBTAIN A PARTIAL REFUND OF ANY UNEARNED FINANCE CHARGE;
- (b) TO REDEEM THE PROPERTY IF REPOSSESSED FOR A DEFAULT;
- (c) TO REQUIRE, UNDER CERTAIN CONDITIONS, RESALE OF THE PROPERTY IF REPOSSESSED.

Dealer (Secured Party)	Buyer (Debtor)
<u>Mark Hesser</u> Please Print Name	<u>Ross Peterson</u> Please Print Name
<u>141 Town Hall Rd.</u> Address	<u>RD 2 BOX 54 F</u> Address
<u>Port Matilda PA 16801</u> City State Zip Code	<u>Houtzdale PA 16865</u> City State Zip Code

Dated: 8/3 2000 year

By providing the information on the unpaid principal balance under prior Credit Sale Contract and any Add-On Rider(s) for this transaction, Snap-on Credit consents to the re-scheduling of payments under the Credit Sale Contract and any Add-On Riders previously assigned to Snap-on Credit.

Residents of Puerto Rico may obtain a Spanish translation of this Agreement on request.

ORIGINAL

# Additional Terms

1. **Offer of Cash Sale or Payment Over Time.** Dealer has offered you a choice of buying the Property for a stated cash price payable immediately or within a limited number of days, or of buying those items for a Total Credit Sale Price which permits you to purchase them now but pay in installments over an extended period of time. The Total Credit Sale Price is more than the cash sale price because it includes a finance charge charged by Dealer to compensate Dealer for having to wait a period of time before collecting the full purchase price and for taking the risks involved in waiting that period of time.
2. **Payment Terms.** You agree to pay to Dealer or Dealer's assignee the Amount Financed plus finance charges applied to the outstanding balance thereof at the annual percentage rate set forth on the face during the time any balance under the Agreement remains unpaid. You agree to make equal successive weekly payments (in cash, check or money order) as set forth under "Your payment schedule will be" on the front of this Agreement until all amounts due under this Agreement are paid (provided, that the final payment shall be in the amount of the unpaid balance.) You may prepay the balance of the Amount Financed without penalty at any time; and doing so will reduce the amount of Finance Charge you would otherwise be required to pay. Unless you prepay the entire balance outstanding, however, the amount you are required to pay each week will remain the same, with any adjustments being reflected in the last payment and in the number of payments. If you make any overpayment, we will not be required to refund amounts less than \$1.00. If you pay the amount due under this Agreement late, the finance charge will continue to accrue on the unpaid balance. In that event, your last payment may be increased to pay the full balance due. Unless otherwise prohibited by applicable law, unpaid Finance Charges will be added to the balance of the Amount Financed and additional Finance Charges will thereafter accrue thereon. If you have previously purchased merchandise pursuant to one or more Purchase Money Security Agreements (also known as "Extended Credit" contracts) that were assigned to Snap-on Credit LLC, and you have not fully paid the balance due under any such agreements, then by entering into this Agreement, you agree that the "net balance" remaining payable under such agreements will be transferred to the Amount Financed under this Credit Sale Contract if Dealer assigns this Agreement to Snap-on Credit as provided in Section 6 below. The "net balance" will be calculated by subtracting from the total of all remaining payments an amount determined to be the unearned time price differential according to the Rule of 78's except as otherwise required by law. You and Dealer may also agree to transfer to the Amount Financed any balance you may owe Dealer as a result of prior purchases pursuant to Revolving Account ("RA") credit dealer has extended to you. You represent, warrant and agree that: (a) you are justly indebted to Dealer for the full amount of the Amount Financed plus finance charges accruing thereon (b) all information supplied and statements made by you in any financial or credit statement or application for credit before or at the same time as the execution of the Agreement are and will be correct, complete and genuine; and (c) any item used as a trade-in is free of all liens or other encumbrances, is fully paid for and you possess good and marketable title to it.
3. **Allocation of Payments.** Your payments will be allocated first to any finance charge in the order it is incurred, and then to the payment of the cash price of each purchase in the order in which the purchase was made, with the payments being applied to the oldest purchase first (purchases made on the same day are paid off based upon the lowest priced purchases first). Down payments and trade-ins will be applied to the cash price of all items on a pro rata basis.
4. **Grant of Security Interest.** (a) As security for your obligations under this Agreement, you hereby grant Dealer a purchase money security interest under the Uniform Commercial Code in each item of Property you purchase under this Agreement until that item is paid for. As further security for your obligations under this Agreement, in all states except Puerto Rico and elsewhere where prohibited by applicable law for agreements of this type, you hereby grant Dealer a non-purchase money security interest in each other item of tools, goods and equipment previously purchased or hereafter acquired, from a Snap-on Dealer, and any and all goods and equipment manufactured or distributed by Snap-on Incorporated or bearing Snap-on Incorporated or Sun Electric Corporation trademarks or logos, together with all proceeds (including insurance proceeds), accessions, attachments, additions, substitutions and replacements to and of such items (the foregoing and the Property are collectively referred to as "Collateral"). If the net balance remaining payable will be unaffected and you agree that Dealer or Dealer's assignee will continue to hold a purchase money security interest in all merchandise purchased by you under such Extended Credit contract after such transfer. If this agreement is assigned to Snap-on Credit pursuant to section 6 below, and if the Amount Financed includes a transfer of a RA balance owed to Dealer, then Dealer hereby assigns to Snap-on Credit any security interest that Dealer may have in any merchandise reflected in the RA balance so transferred. In such case, Snap-on Credit shall continue to hold a purchase money security interest in such merchandise after such transfer. To the extent permitted by and subject to applicable law, you agree and hereby grant to Dealer and Snap-on Credit or its agent or assigns the power of attorney and right to sign on your behalf and file or record such financing statements or other documents as may be necessary to perfect or maintain the security interest granted by you under this Agreement.  
(b) You agree not to remove any Collateral from the county where the original sale was made without Dealer's written consent, that you will not sell or dispose of any Collateral and that you will keep the Collateral free and clear of any liens or other encumbrances until your entire balance due is paid in full.
5. **Insurance.** You will obtain and keep in force, for so long as Dealer or Dealer's successors and assigns has a security interest in any Collateral, fire and other casualty insurance on the Collateral in form, amount and written by insurers satisfactory to Dealer's, with loss payable to Dealer or Dealer's assignee as its interest shall appear. If you fail to do so, Dealer may at Dealer's option purchase such insurance, in which event you must pay the cost thereof to Dealer on demand. However, any failure of Dealer to obtain and keep in force such insurance, after your failure to do so, shall not release you from any obligations or liability under this Agreement. *Any insurance procured by Dealer under this section will not include insurance for property damage to others.*
6. **Assignment by Dealer.** (a) Dealer may hold this Agreement or Dealer may assign it for value to Snap-on Credit LLC ("Snap-on Credit"). If Dealer assigns this Agreement to Snap-on Credit, then after such assignment: (i) Snap-on Credit, as assignee, shall have all the rights and remedies of Dealer under this Agreement and all of your agreements, representations and warranties shall be deemed to have been made to Snap-on Credit with the same effect as if Snap-on Credit were an original party to this Agreement; and (ii) Dealer will not have any power or authority to exercise any such rights or remedies, give any consents under Section 4 (b) or change or modify this Agreement or any related document in any way.  
(b) If this Agreement is assigned to Snap-on Credit, you agree to deliver your payments to Dealer or directly to Snap-on Credit. *The Dealer is not Snap-on Credit's agent for any purpose; if you make payments to your Dealer, the Dealer will be acting as your agent.* In that capacity, the Dealer has agreed with Snap-on Credit to remit payments under this Agreement to Snap-on Credit on a regular basis. You will be credited with payment on the date Snap-on Credit receives payment from the Dealer. Snap-on Credit will credit you with payment and waive additional finance charges and late charges on any installment regardless of when payment is received from the Dealer, if you have proof of your timely payment to the Dealer (such as a valid receipt or canceled check). Alternatively, you may make any payments (by electronic transfer, check or money order payable to Snap-on Credit, and not cash) directly to Snap-on Credit at the address provided to you by Snap-on Credit, in which case you will be credited with payment on the date Snap-on Credit receives the payment. Snap-on Credit may require you to make payments directly to it. In all events, payments received by Snap-on Credit after 10:00 a.m. will be credited on the next business day. Snap-on Credit's business days are Monday through Friday; holidays are not included.
7. **Additional Charges.** In addition to paying the Total Credit Sale Price for the Property, you agree to pay the additional charges listed below that may be assessed. Assessment of a fee does not waive Dealer's right to insist on strict compliance with this Agreement by you at any time.  
(a) **Security Interest Charges.** To the extent permitted by and subject to applicable law, you will be assessed a Security Interest Charge to cover (i) fees and charges prescribed by law which are or will be paid to public officials for determining the existence of or for perfecting, releasing or satisfying the security interest you granted hereunder, or (ii) the premium or other costs payable for any insurance or bond in lieu of perfecting such security interest, which will not exceed the aggregate fees and charges described in clause (iii) that would otherwise be payable.  
(b) **Late Charges.** To the extent permitted by and subject to applicable law, if you fail to make payments under this Agreement within 30 days after the date due, you may be assessed a Late Charge of 5% of the payment due but not more than \$5.00 (or the maximum amount permitted by law if less than the foregoing).  
(c) **NSF Check Charges.** To the extent permitted by and subject to applicable law, if you fail to make payment by check and your check is not paid because of non-sufficient funds in your checking account, you may be assessed a NSF Check Charge of \$10.00 or (less the maximum amount permitted by applicable law).  
(d) **Legal Fees.** In addition to the full amount owed and any court costs, to the extent permitted by and subject to applicable law, if any matter arising out of your default under this Agreement is referred to an attorney who is not a salaried employee of Snap-on Credit to collect the amount you owe or to repossess any Collateral or otherwise, you agree to pay all actual and reasonable attorneys' fees or such lesser amount as may be permitted by applicable law.
8. **Events of Default; Acceleration.** (a) The occurrence of any one of the following events constitutes a default under this agreement: (i) You do not pay at least the minimum payments due or you otherwise become delinquent on any other obligations to Dealer, or if this agreement is assigned, to such assignee; (ii) You file or consent to the filing of bankruptcy or similar proceedings against you or you become insolvent; or that your financial condition deteriorates significantly and it appears likely that you will not be able to repay Dealer for any reason; (iii) You die, become imprisoned, or are declared legally incompetent; (iv) You at any time give Dealer information that is inaccurate, misleading or incomplete; or (v) You fail to comply with any terms or conditions of this Agreement.  
(b) Dealer, or if this Agreement is assigned, Dealer's assignee will have all the rights and remedies of a secured creditor under the Uniform Commercial Code and any other applicable laws. In addition, if any one of these events of default occurs, subject to any right you may have under applicable law to receive notice of and to cure such default, at Dealer's option Dealer may: (i) declare the entire unpaid balance due under this Agreement immediately due and payable; and (ii) repossess any Collateral in which Dealer still retains a security interest, but Dealer will do so only in the manner and to the extent permitted by applicable law. If Dealer resells any repossessed Collateral, Dealer agrees to pay you any surplus remaining (after deduction of the costs of repossession and sale and other costs, to the extent permitted by law) and you agree to pay Dealer any deficiency in accordance with the Uniform Commercial Code. Dealer may accept late payments, partial payments or any payments marked as being payment in full or as being settlement for any dispute without prejudicing any of Dealer's rights under this Agreement or in any way amending this Agreement. Dealer's failure or delay at any time to exercise any of Dealer's contract or other legal or equitable rights shall not be deemed a waiver of those rights or of the right to exercise Dealer's rights at any other time. If Snap-on Credit becomes the secured party under this Agreement, you agree that it is commercially reasonable for repossessed Collateral to be sold at public or private sales (in any state or county selected by Snap-on Credit) to Dealer or Dealer's assigns in lots or pieces (with or without the Collateral being physically present) at used tool prices. The term "Buyer" and "Dealer" as used in this Agreement also mean "debtor" and "secured party" respectively and include the heirs, executors, or administrators, successors and permitted assigns of those parties.
9. **Governing Law.** This Agreement will be governed by the laws of the State of your address stated in this Agreement. Certain provisions of this Agreement are generally modeled after the Federal Truth in Lending Act and Regulation Z thereunder or similar state statutes and regulations; however, you agree that to the extent that such statutes and regulations relate only to transactions entered into for personal, household or family purposes, or otherwise excluded business or commercial transactions, such statutes and regulations do not govern this Agreement unless expressly provided for in the statute or regulation.
10. **Transfer of Agreement.** Without prior notice to or approval from you, Dealer reserves the right to sell or transfer this Agreement in whole or in part, to another entity or person. You cannot, however, transfer this Agreement or rights and obligations under this Agreement to another entity or person.
11. **Severability; Entire Agreement.** If any term, provision, or section of this Agreement is held void, voidable, invalid or unenforceable, under any statute or court decision, or any governmental rule or regulation, the remainder of the Agreement shall remain effective; and any such ineffectiveness shall not affect the validity or enforceability of this Agreement in any other jurisdiction. This Agreement, any previous credit sale contracts, and any written Addenda/Riders hereto signed by both parties constitute the entire agreement between the parties regarding the subject matter hereof. The parties agree that no oral changes to the Agreement are permissible and that no oral representations or amendments affecting this Agreement have been made or relied upon by either party. **IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.**

**Notice to Assignee. (Puerto Rico Residents).** The assignee of this retail installment contract shall be subject in equal conditions to any claim or defense that the buyer may initiate against the seller. The assignee of the contract shall have the right to sue against the seller for the claims and defenses that the buyer may raise against the seller of the goods or services.

**Notice to Maryland Residents.** This Agreement is entered into pursuant to Subtitle 10 (Credit Grantor Closed End Credit Provisions) of Md. Code Ann., Fin. Inst., §12-100 et seq.

SALE DATE 08/30/00

**S N A P - O N   T O O L S**  
**I N V O I C E**  
**CREDIT SALE RECEIPT**

PAGE 1

AUTHORIZED DEALER :

MARK HESSER  
 141 TOWHILL RD

FORT MATILDA, PA  
 16870-0000  
 TELEPHONE : 814-692-5241  
 MOBILE : 814-571-7239

SOLD TO :

RUSS PETERSON 3-14- 9  
 RD2 BOX 54F

HOUTZDALE, PA

16651-  
 TELEPHONE :814-378-8992

CUST ACCOUNT # 187-38-8945

P.O. # =

SALE TYPE = CREDIT SALE

INVOICE NO.= 108286

QTY.	PRODUCT NO.	DESCRIPTION	EACH	COMMENTS	LC	LINE	TOTAL
1)	1	PH2050CH4X	00180150	AIR HAMMER		0	299.00
2)	1	PDRSA	00110333	DRILL		0	265.00
3)	1	ECU4425X		LIGHT		7	62.89 RA TRANS/

SUB TOTAL 564.00  
 TAX APPLIED 33.84

TOTAL PRICE INCLUDING TAX 597.84

\*\*\*\*\* WEAR SAFETY GOGGLES \*\*\*\*\*  
 \*\*\*\*\* USE THE RIGHT TOOL \*\*\*\*\*  
 \*\*\*\*\* USE THE TOOL PROPERLY \*\*\*\*\*  
 \*\*\*\*\* MAINTAIN THE TOOL REGULARLY \*\*\*\*\*

1.	Total Cash Sale Price .....	660.73
2.	Amount of down payment and/or trade-in ...	0.00
	A. Down payment .....	0.00
	B. Trade-in .....	0.00
3.	Unpaid balance of cash price .....	660.73
4.	Security interest charge .....	0.00
5.	Principal Balance (Amount Financed) .....	660.73
6.	Unpaid Prior Balance .....	916.79
7.	Other Charges .....	0.00
8.	New Principal Balance (Amount Financed) ..	1577.52
9.	Amount of Finance Charge .....	302.80
10.	TOTAL OF PAYMENTS .....	1880.32
11.	TOTAL CREDIT SALE PRICE .....	1880.32
104	WEEKLY PAYMENTS OF 18.08 ESTIMATED AT 18.000 % APR	

\* \* W E A P P R E C I A T E Y O U R B U S I N E S S \* \*

CUSTOMER AGREES THAT THIS CREDIT SALE IS GOVERNED BY THE PURCHASE MONEY SECURITY AGREEMENT OR THE CREDIT SALE CONTRACT  
 AND ANY RIDERS ("EC CONTRACT") BETWEEN DEALER OR SNAP-ON AND CUSTOMER.

Customer acknowledges delivery and acceptance of the goods described in this receipt and promises to pay to the order of Dealer,  
 Snap-on or their assigns, the Total Credit Sales Price. Customer grants to Dealer or Snap-on or their assigns (except to the  
 extent prohibited by law) a security interest in the goods and equipment listed on this receipt and certain other goods and  
 equipment in accordance with the EC Contract.

CUSTOMER:

Date : 08/30/00 04:21:27		RECEIPT FOR PAYMENTS			Receipt No.- 108286
ACCT	OPENING	SALE	PAYMENT	CLOSING	
CASH	0.00		0.00		<-- CASH DOWNPAYMENT
R/A	62.89	-62.89	0.00	0.00	R/A Rollover Amt
E.C.	0.00	0.00	0.00	0.00	
ReAssigned	0.00	0.00	0.00	0.00	
C.S.	NEW SALE	1880.32	20.00	1860.32	Opening Bal In Sale
D/A	0.00	0.00	0.00	0.00	

*Russ Peterson*

3-14- 9



CREDIT SALE CONTRACT  
(RETAIL INSTALLMENT CONTRACT)  
Add-On Rider

FORM NO. FD 810 (8/99)

This Add-On Rider supplements and incorporates by reference all provisions, definitions, representations and conditions in the Credit Sale Contract between Buyer and Dealer dated 10/6, 1999 ("Credit Sale Contract") and any prior Add-On Riders relating to the Credit Sale Contract.

DESCRIPTION OF PROPERTY				ITEMIZATION OF TOTAL CREDIT SALE PRICE	
Description of Property	Model No.	Serial No.	Cash Price		
See Balance # 113887				1. Total cash sale price:	\$ 122072
				2. Amount of down payment and/or trade-in:	\$ 0
				A. Down payment	\$
				B. Description of trade-in items:	\$
					\$
				3. Unpaid balance of cash price:	\$ 122072
				(difference between (1) and (2))	
				4. Security interest charge:	\$ 0
				\$ Processing fee	
				-OR-	
				\$ to public officials (filing fees)	
				5. Principal balance (Amount Financed):	\$ 122072
				(sum of 3 and 4)	
				6. Unpaid principal balance under prior:	\$ 147523
				Credit Sale Contract and Add-On Rider(s) -AND-	
				under prior Extended Credit Purchase Money Security	
				Agreements	\$
				7. Other Charges: (Specify)	\$ 0
				8. New Principal Balance (Amount Financed) (sum of 5 and 6 and 7):	\$ 2695.95
				9. Amount of Finance Charge:	\$ 296.84
				10. TOTAL OF PAYMENTS (sum of 8 and 9):	\$ 3492.84
				11. TOTAL OF CREDIT SALE PRICE (sum of 2 and 10):	\$ 3492.84

PLEASE ALSO REFER TO ANY PRODUCT SCHEDULE ATTACHED.

You agree to purchase the additional Property listed above and to pay for such additional Property as well as the Property purchased under the Credit Sale Contract and prior Add-On Riders according to the payment terms listed herein. Your payments will be allocated first to any finance charge in the order it is incurred, and then to the payment of each purchase in the order in which the purchase was made, with the payments being applied to the oldest purchase first (purchases made on the same day are paid off based on the lowest priced purchase first). Down payments and Trade-ins will be applied to the cash price of all items on a pro rata basis. If the Credit Sale Contract to which this Add-On Rider relates has been assigned to Snap-on Credit Corporation; then this Add-On Rider is also assigned to Snap-on Credit Corporation and all references to Dealer includes Snap-on Credit Corporation as Dealer's assignee.

You grant Dealer (or Snap-on Credit if the Credit Sale Contract has been assigned to it) a purchase money security interest in the additional Property listed above which will be part of the Collateral as defined in the Credit Sale Contract; and you agree that the purchase money security interest in all Property in the Credit Sale Contract and prior Add-On Riders, and the non-purchase money security interest in all other Property, will be continued in favor of Dealer and Dealer's assignee.

DISCLOSURE OF TERMS

Your payment schedule will be:

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE
156	\$ 22.39	WEEKLY, BEGINNING 11/1, 2000 year

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL CREDIT SALE PRICE
18%	\$ 296.84	\$ 2695.95	\$ 3492.84	\$ 3492.84

See above for an itemization of the Amount Financed.

Insurance: Credit life insurance and credit disability insurance are not required to obtain credit. You may obtain property insurance from anyone you want that is acceptable to Dealer or Dealer's assignee. Insurance, if any, included in this contract does not provide coverage for personal liability or property damage caused to others.

Security: You are giving a security interest in: (1) the goods or property being purchased; and (2) if permitted by law all other goods or property bearing the Snap-on / Sun Electric trademark. Filing fees or a fee for a Nonfiling Insurance bond may be charged, if permitted, under applicable law. See Itemization number 4.

Late charge: If a payment is late, you will be charged 5% of the payment due, but not more than \$5.00 (or the maximum amount permitted under applicable law if less than the foregoing).

Prepayment: If you pay off early, you will not pay a penalty and you may be entitled to a refund of part of the finance charge.

See below and on the reverse side for any additional information about nonpayment, default, any repayment in full before the scheduled date, and prepayment refunds and penalties.

BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT  
NOTICE TO THE BUYER

DO NOT SIGN THIS CONTRACT (CREDIT SALE CONTRACT) BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THE CONTRACT WHEN YOU SIGN IT. YOU HAVE THE FOLLOWING RIGHTS, AMONG OTHERS:

- (a) TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND OBTAIN A PARTIAL REFUND OF ANY UNEARNED FINANCE CHARGE;
- (b) TO REDEEM THE PROPERTY IF REPOSSESSED FOR A DEFAULT;
- (c) TO REQUIRE, UNDER CERTAIN CONDITIONS, RESALE OF THE PROPERTY IF REPOSSESSED.

Dealer (Secured Party):		Buyer (Debtor):	
Mark Hesser		Russ Peterson	
Please Print Name		Please Print Name	
Signature		Signature	
141 Tow Hill Rd		RD2 Box 54 F	
Address		Address	
Port Matilda PA 16807		Houtzdale PA 16651	
City State Zip Code		City State Zip Code	

Dated: 10/25/2000 year

By providing the information on the unpaid principal balance under prior Credit Sale Contract and any Add-On Rider(s) for this transaction, Snap-on Credit consents to the re-scheduling of payments under the Credit Sale Contract and any Add-On Riders previously assigned to Snap-on Credit.

Residents of Puerto Rico may obtain a Spanish translation of this Agreement on request.

ORIGINAL

#### Additional Terms

- Offer of Cash Sale or Payment Over Time.** Dealer has offered you a choice of buying the Property for a stated cash price payable immediately or within a limited number of days, or of buying those items for a Total Credit Sale Price which permits you to purchase them now but pay in installments over an extended period of time. The Total Credit Sale Price is more than the cash sale price because it includes a finance charge charged by Dealer to compensate Dealer for having to wait a period of time before collecting the full purchase price and for taking the risks involved in waiting that period of time.
- Payment Terms.** You agree to pay to Dealer or Dealer's assignee the Amount Financed plus finance charges applied to the outstanding balance thereof at the annual percentage rate set forth on the face during the time any balance under the Agreement remains unpaid. You agree to make equal successive weekly payments (in cash, check or money order) as set forth under "Your payment schedule will be" on the front of this Agreement until all amounts due under this Agreement are paid (provided, that the final payment shall be in the amount of the unpaid balance.) You may prepay the balance of the Amount Financed without penalty at any time; and doing so will reduce the amount of Finance Charge you would otherwise be required to pay. Unless you prepay the entire balance outstanding, however, the amount you are required to pay each week will remain the same, with any adjustments being reflected in the last payment and in the number of payments. If you make any overpayment, we will not be required to refund amounts less than \$1.00. If you pay the amount due under this Agreement late, the finance charge will continue to accrue on the unpaid balance. In that event, your last payment may be increased to pay the full balance due. Unless otherwise prohibited by applicable law, unpaid Finance Charges will be added to the balance of the Amount Financed and additional Finance Charges will thereafter accrue thereon. If you have previously purchased merchandise pursuant to one or more Purchase Money Security Agreements (also known as "Extended Credit" contracts) that were assigned to Snap-on Credit LLC and you have not fully paid the balance due under any such agreements, then by entering into this Agreement, you agree that the "net balance" remaining payable under such agreements will be transferred to the Amount Financed under this Credit Sale Contract if Dealer assigns this Agreement to Snap-on Credit as provided in Section 6 below. The "net balance" will be calculated by subtracting from the total of all remaining payments an amount determined to be the unearned time price differential according to the Rule of 78's except as otherwise required by law. You and Dealer may also agree to transfer to the Amount Financed any balance you may owe Dealer as a result of prior purchases pursuant to Revolving Account ("RA") credit dealer has extended to you. You represent, warrant and agree that: (a) you are justly indebted to Dealer for the full amount of the Amount Financed plus finance charges accruing thereon (b) all information supplied and statements made by you in any financial or credit statement or application for credit before or at the same time as the execution of the Agreement are and will be correct, complete and genuine; and (c) any item used as a trade-in is free of all liens or other encumbrances, is fully paid for and you possess good and marketable title to it.
- Allocation of Payments.** Your payments will be allocated first to any finance charge in the order it is incurred, and then to the payment of the cash price of each purchase in the order in which the purchase was made, with the payments being applied to the oldest purchase first (purchases made on the same day are paid off based upon the lowest priced purchases first). Down payments and trade-ins will be applied to the cash price of all items on a pro rata basis.
- Grant of Security Interest.** (a) As security for your obligations under this Agreement, you hereby grant Dealer a purchase money security interest under the Uniform Commercial Code in each item of Property you purchase under this Agreement until that item is paid for. As further security for your obligations under this Agreement, in all states except Puerto Rico and elsewhere where prohibited by applicable law for agreements of this type, you hereby grant Dealer a non-purchase money security interest in each other item of tools, goods and equipment, previously purchased or hereafter acquired, from a Snap-on Dealer, and any and all goods and equipment manufactured or distributed by Snap-on Incorporated or bearing Snap-on Incorporated or Sun Electric Corporation trademarks or logos, together with all proceeds (including insurance proceeds), accessions, attachments, additions, substitutions and replacements to and of such items (the foregoing and the Property are collectively referred to as "Collateral") if the net balance remaining payable will be unaffected and you agree that Dealer or Dealer's assignee will continue to hold a purchase money security interest in all merchandise purchased by you under such Extended Credit contract after such transfer. If this agreement is assigned to Snap-on Credit pursuant to section 6 below, and if the Amount Financed includes a transfer of a RA balance owed to Dealer, then Dealer hereby assigns to Snap-on Credit any security interest that Dealer may have in any merchandise reflected in the RA balance so transferred. In such case, Snap-on Credit shall continue to hold a purchase money security interest in such merchandise after such transfer. To the extent permitted by and subject to applicable law, you agree and hereby grant to Dealer and Snap-on Credit or its agent or assigns the power of attorney and right to sign on your behalf and file or record such financing statements or other documents as may be necessary to perfect or maintain the security interest granted by you under this Agreement.  
(b) You agree not to remove any Collateral from the county where the original sale was made without Dealer's written consent, that you will not sell or dispose of any Collateral and that you will keep the Collateral free and clear of any liens or other encumbrances until your entire balance due is paid in full.
- Insurance.** You will obtain and keep in force, for so long as Dealer or Dealer's successors and assigns has a security interest in any Collateral, fire and other casualty insurance on the Collateral in form, amount and written by insurers satisfactory to Dealer's, with loss payable to Dealer or Dealer's assignee as its interest shall appear. If you fail to do so, Dealer may at Dealer's option purchase such insurance, in which event you must pay the cost thereof to Dealer on demand. However, any failure of Dealer to obtain and keep in force such insurance, after your failure to do so, shall not release you from any obligations or liability under this Agreement. *Any insurance procured by Dealer under this section will not include insurance for property damage to others.*
- Assignment by Dealer.** (a) Dealer may hold this Agreement or Dealer may assign it for value to Snap-on Credit LLC ("Snap-on Credit"). If Dealer assigns this Agreement to Snap-on Credit, then after such assignment: (i) Snap-on Credit, as assignee, shall have all the rights and remedies of Dealer under this Agreement and all of your agreements, representations and warranties shall be deemed to have been made to Snap-on Credit with the same effect as if Snap-on Credit were an original party to this Agreement; and (ii) Dealer will not have any power or authority to exercise any such rights or remedies, give any consents under Section 4 (b) or change or modify this Agreement or any related document in any way.  
(c) If this Agreement is assigned to Snap-on Credit, you agree to deliver your payments to Dealer or directly to Snap-on Credit. *The Dealer is not Snap-on Credit's agent for any purpose;* if you make payments to your Dealer, the Dealer will be acting as your agent. In that capacity, the Dealer has agreed with Snap-on Credit to remit payments under this Agreement to Snap-on Credit on a regular basis. You will be credited with payment on the date Snap-on Credit receives payment from the Dealer. Snap-on Credit will credit you with payment and waive additional finance charges and late charges on any installment regardless of when payment is received from the Dealer. If you have proof of your timely payment to the Dealer (such as a valid receipt or canceled check). Alternatively, you may make any payments (by electronic transfer, check or money order payable to Snap-on Credit, and not cash) directly to Snap-on Credit at the address provided to you by Snap-on Credit, in which case you will be credited with payment on the date Snap-on Credit receives the payment. Snap-on Credit may require you to make payments directly to it. In all events, payments received by Snap-on Credit after 10:00 a.m. will be credited on the next business day. Snap-on Credit's business days are Monday through Friday, holidays are not included.
- Additional Charges.** In addition to paying the Total Credit Sale Price for the Property, you agree to pay the additional charges listed below that may be assessed. Assessment of a fee does not waive Dealer's right to insist on strict compliance with this Agreement by you at any time.  
(a) **Security Interest Charges.** To the extent permitted by and subject to applicable law, you will be assessed a Security Interest Charge to cover (i) fees and charges prescribed by law which are or will be paid to public officials for determining the existence of or for perfecting, releasing or satisfying the security interest you granted hereunder, or (ii) the premium or other costs payable for any insurance or bond in lieu of perfecting such security interest, which will not exceed the aggregate fees and charges described in clause (ii) that would otherwise be payable.  
(b) **Late Charges.** To the extent permitted by and subject to applicable law, if you fail to make payments under this Agreement within 30 days after the date due, you may be assessed a Late Charge of 5% of the payment due but not more than \$5.00 (or the maximum amount permitted by law if less than the foregoing).  
(c) **NFS Check Charges.** To the extent permitted by and subject to applicable law, if you fail to make payment by check and your check is not paid because of non-sufficient funds in your checking account, you may be assessed a NSF Check Charge of \$10.00 or if less the maximum amount permitted by applicable law.  
(d) **Legal Fees.** In addition to the full amount owed and any court costs, to the extent permitted by and subject to applicable law, if any matter arising out of your default under this Agreement is referred to an attorney who is not a salaried employee of Snap-on Credit to collect the amount you owe or to repossess any Collateral or otherwise, you agree to pay all actual and reasonable attorneys' fees or such lesser amount as may be permitted by applicable law.
- Events of Default; Acceleration.** (a) The occurrence of any one of the following events constitutes a default under this agreement: (i) You do not pay at least the minimum payments due or you otherwise become delinquent on any other obligations to Dealer, or (ii) this agreement is assigned, to such assignee; (iii) You file or consent to the filing of bankruptcy or similar proceedings against you or you become insolvent; or that your financial condition deteriorates significantly and it appears likely that you will not be able to repay Dealer for any reason; (iii) You die, become imprisoned, or are declared legally incompetent; (iv) You at any time give Dealer information that is inaccurate, misleading or incomplete; or (v) You fail to comply with any terms or conditions of this Agreement.  
(b) Dealer, or if this Agreement is assigned, Dealer's assignee will have all the rights and remedies of a secured creditor under the Uniform Commercial Code and any other applicable laws in addition, if any one of these events of default occurs, subject to any right you may have under applicable law to receive notice of and to cure such default, at Dealer's option Dealer may: (i) declare the entire unpaid balance due under this Agreement immediately due and payable; and (ii) repossess any Collateral in which Dealer still retains a security interest, but Dealer will do so only in the manner and to the extent permitted by applicable law. If Dealer repossesses any repossessed Collateral, Dealer agrees to pay you any surplus remaining (after deduction of the costs of repossession and sale and other costs, to the extent permitted by law) and you agree to pay Dealer any deficiency in accordance with the Uniform Commercial Code. Dealer may accept late payments, partial payments or any payments marked as being payment in full or as being settlement for any dispute without prejudicing any of Dealer's rights under this Agreement or in any way amending this Agreement. Dealer's failure or delay at any time to exercise any of Dealer's contract or other legal or equitable rights shall not be deemed a waiver of those rights or of the right to exercise Dealer's rights at any other time. If Snap-on Credit becomes the secured party under this Agreement, you agree that it is commercially reasonable for repossessed Collateral to be sold at public or private sales (in any state or county selected by Snap-on Credit) to dealers or others in lots or pieces (with or without the Collateral being physically present) at used-tool prices. The term "Buyer" and "Dealer" as used in this Agreement also mean "debtor" and "secured party" respectively and include the heirs, executors, or administrators, successors and permitted assigns of those parties.
- Governing Law.** This Agreement will be governed by the laws of the State of your address stated in this Agreement. Certain provisions of this Agreement are generally modeled after the Federal Truth in Lending Act and Regulation Z thereunder or similar state statutes and regulations; however, you agree that to the extent that such statutes and regulation relate only to transactions entered into for personal, household or family purposes, or otherwise excluded business or commercial transactions, such statutes and regulations do not govern this Agreement unless expressly provided for in the statute or regulation.
- Transfer of Agreement.** Without prior notice to or approval from you, Dealer reserves the right to sell or transfer this Agreement in whole or in part, to another entity or person. You cannot, however, transfer this Agreement or rights and obligations under this Agreement to another entity or person.
- Severability; Entire Agreement.** If any term, provision, or section of this Agreement is held void, voidable, invalid or unenforceable, under any statute or court decision, or any governmental rule or regulation, the remainder of this Agreement shall remain effective; and any such unenforceability shall not affect the validity or enforceability of this Agreement in any other jurisdiction. This Agreement, any previous credit sale contracts, and (any written Addenda/Riders hereto signed by both parties) constitute the entire agreement between the parties regarding the subject matter thereof. The parties agree that no oral changes to the Agreement are permissible and that no oral representations or amendments affecting this Agreement have been made or relied upon by either party. **IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.**

**Notice to Assignee.** (Puerto Rico Residents): The assignee of this retail installment contract shall be subject to equal conditions to any claim or defense that the buyer may initiate against the seller. The assignee of the contract shall have the right to file against the seller all the claims and defenses that the buyer may raise against the seller of the goods or services.

**Notice to Maryland Residents.** This Agreement is entered into pursuant to Subtitle 10 (Credit Grantor Closed End Credit Provisions) of Md. Code Ann., Fin. Inst., §12-100 et seq.

SALE DATE 10/25/2000

S N A P - O N T O O L S

I N V O I C E  
CREDIT SALE RECEIPT

PAGE 1

AUTHORIZED DEALER :

MARK HESSER  
141 TOWHILL RD

FORT MATILDA, PA  
16870-0000  
TELEPHONE : 814-692-5241  
MOBILE : 814-571-7239

SOLD TO :

RUSS PETERSON 3-14- 9  
RD2 BOX 54F

HOUTZDALE, PA  
16651-  
TELEPHONE :814-378-8992

CUST ACCOUNT # 187-38-8945

F.O. # =

SALE TYPE = CREDIT SALE

INVOICE NO.= 113887

TAX RATE = 6.000%

QTY.	PRODUCT NO.	DESCRIPTION	EACH	COMMENTS	LC	LINE	TOTAL
1)	1	AT195	PISTOL GRIP AIR SHEA	119.95		0	119.95
		SERIAL NO. 390083					
2)	1	DAS10B	SHEARS	17.10	RA TRANS/	7	
3)	1	R450B	SOLD GUNKIT	61.95	RA TRANS/	7	
4)	1	SDDSSOY	SCFDRV SET	70.90	RA TRANS/	7	
5)	1	PS306	6	185.53	RA TRANS/	7	
		SERIAL NO. 370553					
6)	1	AT711	3/8 AIR RATCHET	106.95	RA TRANS/	7	
		SERIAL NO. 120335					
7)	1	YA590	HELMET	199.95	RA TRANS/	7	
8)	1	F835X	RATCHET	22.55	RA TRANS/	7	
9)	1	WHS4500	Welder Starterkit	244.42		0	244.42
		SERIAL NO. 37924					
10)	1	BF590	PAINT GUN	159.95		0	159.95

SUB TOTAL 524.32  
TAX APPLIED 31.47

TOTAL PRICE INCLUDING TAX 555.79

\*\*\*\* Continued on Next Page \*\*\*\*

AUTHORIZED DEALER :

MARK HESSER  
141 TOWHILL RD

PORT MATILDA, PA  
16870-0000  
TELEPHONE : 814-692-5241  
MOBILE : 814-571-7239

SOLD TO :

RUSS PETERSON 3-14- 9  
RD2 BOX 54F

HOUTZDALE, PA  
16651-  
TELEPHONE :814-378-8992

CUST ACCOUNT # 187-38-8945

P.O. # \_\_\_\_\_

SALE TYPE = CREDIT SALE

INVOICE NO. = 113887

INVOICE NO: 11566				
QTY	PRODUCT NO.	DESCRIPTION	EACH	COMMENTS LC LINE TOTAL

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***** WEAR SAFETY GOGGLES *****
***** USE THE RIGHT TOOL *****
***** USE THE TOOL PROPERLY *****
***** MAINTAIN THE TOOL REGULARLY *****

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1.	Total Cash Sale Price .....	1220.72
2.	Amount of down payment and/or trade-in ...	0.00
	A. Down payment .....	0.00
	B. Trade-in .....	0.00
3.	Unpaid balance of cash price .....	1220.72
4.	Security interest charge .....	0.00
5.	Principal Balance (Amount Financed) .....	1220.72
6.	Unpaid Prior Balance .....	1475.23
7.	Other Charges .....	0.00
8.	New Principal Balance (Amount Financed) ..	2695.95
9.	Amount of Finance Charge .....	796.89
10.	TOTAL OF PAYMENTS .....	3492.84
11.	TOTAL CREDIT SALE PRICE .....	3492.84
156	WEEKLY PAYMENTS OF 22.39 ESTIMATED AT 18.000 % APR	

\* \* WE APPRECIATE YOUR BUSINESS \* \*

CUSTOMER AGREES THAT THIS CREDIT SALE IS GOVERNED BY THE PURCHASE MONEY SECURITY AGREEMENT OR THE CREDIT SALE CONTRACT AND ANY RIDERS ("EC CONTRACT") BETWEEN DEALER OR SNAP-ON AND CUSTOMER.

Customer acknowledges delivery and acceptance of the goods described in this receipt and promises to pay to the order of Dealer, Snap-on or their assigns, the Total Credit Sales Price. Customer grants to Dealer or Snap-on or their assigns (except to the extent prohibited by law) a security interest in the goods and equipment listed on this receipt and certain other goods and equipment in accordance with the EC Contract.

CUSTOMER:

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MMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMMM
Date : 10/25/00 04:45:12          RECEIPT FOR PAYMENTS          Receipt No.- 113887
ACCT                OPENING      SALE        PAYMENT      CLOSING
CASH                 0.00                     0.00              <-- CASH DOWNPAYMENT
R/A                  664.93       -664.93         0.00              R/A Rollover Amt
E.C.                  0.00               0.00           0.00              0.00
ReAssigned            0.00               0.00           0.00              0.00
D.S.                  NEW SALE   3492.84       20.00          3472.84      Opening Bal In Sale
D/A                   0.00               0.00           0.00              0.00

```

3-14- 9

**Snap-on**CREDIT SALES CONTRACT  
(RETAIL INSTALLMENT CONTRACT)  
--Add-on Rider

JAN 17 2001

FORM NO. FD 82B (100)

This Add-on Rider supplements and incorporates by reference all provisions, definitions, representations and conditions in the Credit Sale Contract between Buyer and Dealer dated 10/06/1999 ("Credit Sale Contract") and any prior Add-on Riders relating to the Credit Sale Contract. BUYER REPRESENTS AND WARRANTS THAT THE PROPERTY PURCHASED HEREUNDER IS TO BE USED PRIMARILY FOR COMMERCIAL OR BUSINESS PURPOSES AND NOT PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

## DESCRIPTION OF PROPERTY

Per Attached Invoice No. 115486 Date: 01/10/2001

## ITEMIZATION OF TOTAL CREDIT SALE PRICE

1. Total cash sale price:	546.12
2. Amount of down payment and/or trade-in:	0.00
A. Down payment	0.00
B. Trade-in items	0.00
Description of trade-in items are on the attached invoice.	
3. Unpaid balance of cash price: (difference between 1 and 2)	546.12
4. Security interest charge:	0.00
\$ 0.00 Processing fee	
OR	
\$ 0.00 to public officials (Filing fees)	
5. Principal balance (Amount Financed): (sum of 3 and 4)	546.12
6. Unpaid principal balance under prior Credit Sale Contract and Add-On Rider(s) -AND- under prior Extended Credit Purchase Money Security Agreements	2632.98
7. Other Charges: (Specify)	0.00
8. New Principal Balance (Amount Financed) (sum of 5 and 6 and 7):	3179.10
9. Amount of Finance Charge:	939.30
10. TOTAL OF PAYMENTS (sum of 8 and 9)	4118.40
11. TOTAL CREDIT SALE PRICE (sum of 2 and 10):	4118.40

Sales Tax 7.71  
Total Cash Sale Price 546.12

You agree to purchase the additional Property listed above and to pay for such additional Property as well as the Property purchased under the Credit Sale Contract and prior Add-on Riders according to the payment terms listed herein.

"By providing the information on the unpaid principal balance under any prior Credit Sale Contract and any Add-on Rider(s) for this transaction, Snap-on Credit consents to the rescheduling of payments under the Credit Sale Contract and any Add-on Riders previously assigned to Snap-on Credit."

## \*\*\*\*\* DISCLOSURE OF TERMS \*\*\*\*\*

Your payment schedule will be:

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE
156	\$ 28.40	WEEKLY BEGINNING 01/17/2001

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL CREDIT SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you (estimated). Assumes payments are made as scheduled.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit.
18.000%	\$ 939.30	\$ 3179.10	\$ 4118.40	\$ 4118.40

See above for an itemization of the Amount Financed.

Insurance: Credit life insurance and credit disability insurance are not required to obtain credit. You may obtain property insurance from anyone you want that is acceptable to Dealer or Dealer's assignee.

Security: You are giving a security interest in: (1) the goods or property being purchased; and (2) all other goods or property bearing the Snap-on/Sun Electric trademark. Filing fees or a fee for a Nonfiling Insurance bond may be charged, if permitted, under applicable law. See itemization number 4.

Late Charge: If a payment is late, you will be charged 5% of the payment due, but not more than \$5.00 (or the maximum amount permitted under applicable law if less than the foregoing).

Prepayment: If you pay off early, you will not pay a penalty and you may be entitled to a refund of part of the finance charge.

See below and on the reverse side for any additional information about nonpayment, default, any repayment in full before the scheduled date, and prepayment refunds and penalties.

BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT  
NOTICE TO THE BUYER

DO NOT SIGN THIS CONTRACT (CREDIT SALE CONTRACT) BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THE CONTRACT WHEN YOU SIGN IT. YOU HAVE THE FOLLOWING RIGHTS, AMONG OTHERS:

- (a) TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND OBTAIN A PARTIAL REFUND OF ANY UNEARNED FINANCE CHARGE;
- (b) TO REDEEM THE PROPERTY WITHIN THE TIME PROVIDED BY LAW IF REPOSSESSED FOR A DEFAULT;
- (c) TO REQUIRE, UNDER CERTAIN CONDITIONS, RESALE OF THE PROPERTY IF REPOSSESSED.

Dealer (Secured Party):

MARK BREWER

Buyer (Debtor):

RUSSELL PETERSON

Dated: 1/10/2001

Signature

Signature

141 TOWHILL RD

RD2 BOX 54P

FORT MYLDA, PA 15870-0000

SOUTHDALE, PA 16651-

Dealer assigns for value all right, title and interest in this agreement to Snap-on Credit Corporation, subject to acceptance by Snap-on Credit Corporation, which shall be the secured creditor under this Agreement in accordance with paragraph 4 on the reverse and Dealer's agreement with Snap-on Credit Corporation.

ORIGINAL COPY

THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS ON THE REVERSE SIDE



# Additional Terms

1. **Offer of Cash Sale or Payment Over Time.** Dealer has offered you a choice of buying the Property for a stated cash price payable immediately or within a limited number of days, or of buying those items for a Total Credit Sale Price which permits you to purchase them now but pay in installments over an extended period of time. The Total Credit Sale Price is more than the cash sale price because it includes a finance charge charged by Dealer to compensate Dealer for having to wait a period of time before collecting the full purchase price and for taking the risks involved in waiting that period of time.
2. **Payment Terms.** You agree to pay to Dealer or Dealer's assignee the Amount Financed plus finance charges applied to the outstanding balance thereof at the annual percentage rate set forth on the face during the time any balance under the Agreement remains unpaid. You agree to make equal successive weekly payments (in cash, check or money order) as set forth under "Your payment schedule will be" on the front of this Agreement until all amounts due under this Agreement are paid (provided, that the final payment shall be in the amount of the unpaid balance.) You may prepay the balance of the Amount Financed without penalty at any time, and doing so will reduce the amount of Finance Charge you would otherwise be required to pay. Unless you prepay the entire balance outstanding, however, the amount you are required to pay each week will remain the same, with any adjustments being reflected in the last payment and in the number of payments. If you make any overpayment, we will not be required to refund amounts less than \$1.00. If you pay the amount due under this Agreement late, the finance charge will continue to accrue on the unpaid balance. In that event, your last payment may be increased to pay the full balance due. Unless otherwise prohibited by applicable law, unpaid Finance Charges will be added to the balance of the Amount Financed and additional Finance Charges will thereafter accrue thereon. If you have previously purchased merchandise pursuant to one or more Purchase Money Security Agreements (also known as "Extended Credit" contracts) that were assigned to Snap-on Credit LLC, and you have not fully paid the balance due under any such agreements, then by entering into this Agreement, you agree that the "net balance" remaining payable under such agreements will be transferred to the Amount Financed under this Credit Sale Contract if Dealer assigns this Agreement to Snap-on Credit as provided in Section 6 below. The "net balance" will be calculated by subtracting from the total of all remaining payments an amount determined to be the unearned time price differential according to the Rule of 78's except as otherwise required by law. You and Dealer may also agree to transfer to the Amount Financed any balance you may owe Dealer as a result of prior purchases pursuant to Revolving Account ("RA") credit dealer has extended to you. You represent, warrant and agree that: (a) you are justly indebted to Dealer for the full amount of the Amount Financed plus finance charges accruing thereon (b) all information supplied and statements made by you in any financial or credit statement or application for credit before or at the same time as the execution of the Agreement are and will be correct, complete and genuine; and (c) any item used as a trade-in is free of all liens or other encumbrances, is fully paid for and you possess good and marketable title to it.
3. **Allocation of Payments.** Your payments will be allocated first to any finance charge in the order it is incurred, and then to the payment of the cash price of each purchase in the order in which the purchase was made, with the payments being applied to the oldest purchase first (purchases made on the same day are paid off based upon the lowest priced purchases first). Down payments and trade-ins will be applied to the cash price of all items on a pro rata basis.
4. **Grant of Security Interest.** (a) As security for your obligations under this Agreement, you hereby grant Dealer a purchase money security interest under the Uniform Commercial Code in each item of Property you purchase under this Agreement until that item is paid for. As further security for your obligations under this Agreement, in all states except Puerto Rico and elsewhere where prohibited by applicable law for agreements of this type, you hereby grant Dealer a non-purchase money security interest in each other item of tools, goods and equipment, previously purchased or hereafter acquired, from a Snap-on Dealer, and any and all goods and equipment manufactured or distributed by Snap-on Incorporated or bearing Snap-on Incorporated or Sun Electric trademarks or logos, together with all proceeds (including insurance proceeds), accessions, attachments, substitutions and replacements to and of such items (the foregoing and the Property are collectively referred to as "Collateral"). If the net balance remaining payable will be unaffected and you agree that Dealer or Dealer's assignee will continue to hold a purchase money security interest in all merchandise purchased by you under such Extended Credit contract after such transfer. If this agreement is assigned to Snap-on Credit pursuant to section 6 below, and if the Amount Financed includes a transfer of a RA balance owed to Dealer, then Dealer hereby assigns to Snap-on Credit any security interest that Dealer may have in any merchandise reflected in the RA balance so transferred. In such case, Snap-on Credit shall continue to hold a purchase money security interest in such merchandise after such transfer. To the extent permitted by and subject to applicable law, you agree and hereby grant to Dealer and Snap-on Credit or its agent or assigns the power of attorney and right to sign on your behalf and file or record such financing statements or other documents as may be necessary to perfect or maintain the security interest granted by you under this Agreement.  
(b) You agree not to remove any Collateral from the county where the original sale was made without Dealer's written consent, that you will not sell or dispose of any Collateral and that you will keep the Collateral free and clear of all liens or other encumbrances until your entire balance due is paid in full.
5. **Insurance.** You will obtain and keep in force, for so long as Dealer or Dealer's successors and assigns has a security interest in any Collateral, fire and other casualty insurance on the Collateral in form, amount and written by insurers satisfactory to Dealer's, with loss payable to Dealer or Dealer's assignee as its interest shall appear. If you fail to do so, Dealer may at Dealer's option purchase such insurance, in which event you must pay the cost thereof to Dealer on demand. However, any failure of Dealer to obtain and keep in force such insurance, after your failure to do so, shall not release you from any obligations or liability under this Agreement. *Any insurance procured by Dealer under this section will not include insurance for property damage to others.*
6. **Assignment by Dealer.** (a) Dealer may hold this Agreement or Dealer may assign it for value to Snap-on Credit LLC ("Snap-on Credit"). If Dealer assigns this Agreement to Snap-on Credit, then after such assignment (i) Snap-on Credit, as assignee, shall have all the rights and remedies of Dealer under this Agreement and all of your agreements, representations and warranties shall be deemed to have been made to Snap-on Credit with the same effect as if Snap-on Credit were an original party to this Agreement; and (ii) Dealer will not have any power or authority to exercise any such rights or remedies, give any consents under Section 4 (b) or change or modify this Agreement or any related document in any way.  
(b) If this Agreement is assigned to Snap-on Credit, you agree to deliver your payments to Dealer or directly to Snap-on Credit. *The Dealer is not Snap-on Credit's agent for any purpose; if you make payments to your Dealer, the Dealer will be acting as your agent.* In that capacity, the Dealer has agreed with Snap-on Credit to remit payments under this Agreement to Snap-on Credit on a regular basis. You will be credited with payment on the date Snap-on Credit receives payment from the Dealer. Snap-on Credit will credit you with payment and waive additional finance charges and late charges on any installment regardless of when payment is received from the Dealer, if you have proof of your timely payment to the Dealer (such as a valid receipt or canceled check). Alternatively, you may make any payments (by electronic transfer, check or money order payable to Snap-on Credit, and not cash) directly to Snap-on Credit at the address provided to you by Snap-on Credit, in which case you will be credited with payment on the date Snap-on Credit receives the payment. Snap-on Credit may require you to make payments directly to it. In all events, payments received by Snap-on Credit after 10:00 a.m. will be credited on the next business day. Snap-on Credit's business days are Monday through Friday; holidays are not included.
7. **Additional Charges.** In addition to paying the Total Credit Sale Price for the Property, you agree to pay the additional charges listed below that may be assessed. Assessment of a fee does not waive Dealer's right to insist on strict compliance with this Agreement by you at any time.  
(a) **Security Interest Charges.** To the extent permitted by and subject to applicable law, you will be assessed a Security Interest Charge to cover (i) fees and charges prescribed by law which are or will be paid to public officials for determining the existence of or for perfecting, releasing or satisfying the security interest you granted hereunder, or (ii) the premium or other costs payable for any insurance or bond in lieu of perfecting such security interest, which will not exceed the aggregate fees and charges described in clause (iii) that would otherwise be payable.  
(b) **Late Charges.** To the extent permitted by and subject to applicable law, if you fail to make payments under this Agreement within 30 days after the date due, you may be assessed a Late Charge of 5% of the payment due but not more than \$5.00 (or the maximum amount permitted by law if less than the foregoing).  
(c) **NSF Check Charges.** To the extent permitted by and subject to applicable law, if you fail to make payment by check and your check is not paid because of non-sufficient funds in your checking account, you may be assessed a NSF Check Charge of \$10.00 or it less the maximum amount permitted by applicable law.  
(d) **Legal Fees.** In addition to the full amount owed and any court costs, to the extent permitted by and subject to applicable law, if any matter arising out of your default under this Agreement is referred to an attorney who is not salaried employee of Snap-on Credit to collect the amount you owe or to repossess any Collateral or otherwise, you agree to pay all actual and reasonable attorneys' fees or such lesser amount as may be permitted by applicable law.
8. **Events of Default; Acceleration.** (a) The occurrence of any one of the following events constitutes a default under this agreement, (i) You do not pay at least the minimum payments due or you otherwise become delinquent on any other obligations to Dealer, or if this agreement is assigned, to such assignee, (ii) You file or consent to the filing of bankruptcy or similar proceedings against you or you become insolvent; or that your financial condition deteriorates significantly and it appears likely that you will not be able to repay Dealer for any reason; (iii) You die, become imprisoned, or are declared legally incompetent; (iv) You at any time give Dealer information that is inaccurate, misleading or incomplete, or (v) You fail to comply with any terms or conditions of this Agreement.  
(b) Dealer, or if this Agreement is assigned, Dealer's assignee will have all the rights and remedies of a secured creditor under the Uniform Commercial Code and any other applicable laws. In addition, if any one of these events of default occurs, subject to any right you may have under applicable law to receive notice of and to cure such default, at Dealer's option Dealer may: (i) declare the entire unpaid balance due under this Agreement immediately due and payable, and (ii) repossess any Collateral in which Dealer still retains a security interest, but Dealer will do so only in the manner and to the extent permitted by applicable law. If Dealer repossesses Collateral, Dealer agrees to pay you any surplus remaining (after deduction of the costs of repossession and sale and other costs, to the extent permitted by law) and you agree to pay Dealer any deficiency in accordance with the Uniform Commercial Code. Dealer may accept late payments, partial payments or any payments marked as being payment in full or as being settlement for any dispute without prejudicing any of Dealer's rights under this Agreement or in any way amending this Agreement. Dealer's failure or delay at any time to exercise any of Dealer's contract or other legal or equitable rights shall not be deemed a waiver of those rights or of the right to exercise Dealer's rights at any other time. If Snap-on Credit becomes the secured party under this Agreement, you agree that it is commercially reasonable for repossessed Collateral to be sold at public or private sales (in any state or county selected by Snap-on Credit) to dealers or others in lots or pieces (with or without the Collateral being physically present) at user's lot prices. The term "Buyer" and "Dealer" as used in this Agreement also mean "debtor" and "secured party" respectively and include the heirs, executors, or administrators, successors and permitted assigns of those parties.
9. **Governing Law.** This Agreement will be governed by the laws of the State of your address stated in this Agreement. Certain provisions of this Agreement are generally modeled after the Federal Truth in Lending Act and Regulation Z thereunder or similar state statutes and regulations; however, you agree that to the extent that such statutes and regulation relate only to transactions entered into for personal, household or family purposes, or otherwise excluded business or commercial transactions, such statutes and regulations do not govern this Agreement unless expressly provided for in the statute or regulation.
10. **Transfer of Agreement.** Without prior notice to or approval from you, Dealer reserves the right to sell or transfer this Agreement in whole or in part, to another entity or person. You cannot, however, transfer this Agreement or rights and obligations under this Agreement to another entity or person.
11. **Sovereignty: Entire Agreement.** If any term, provision, or section of this Agreement is held void, voidable, invalid or unenforceable, under any statute or court decision, or any governmental rule or regulation, the remainder of the Agreement shall remain effective, and any such ineffectiveness shall not affect the validity or enforceability of this Agreement in any other jurisdiction. This Agreement, any previous credit sale contracts, and (any written Addenda/Riders hereto signed by both parties) constitute the entire agreement between the parties regarding the subject matter hereof. The parties agree that no oral changes to the Agreement are permissible and that no oral representations or amendments affecting this Agreement have been made or relied upon by either party. **IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THE WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.**

**Notice to Assignee. (Puerto Rico Residents).** The assignee of this retail installment contract shall be subject in equal conditions to any claim or defense that the buyer may initiate against the seller. This assignee of the contract shall have the right to file against the seller all the claims and defenses that the buyer may raise against the seller of the goods or services.

**Notice to Maryland Residents.** This Agreement is entered into pursuant to Subtitle 10 (Credit Grantor Closed End Credit Provisions) of Md. Code Ann., Fin. Inst., §12-100 et seq.

SALE DATE 01/10/2001

S N A P - O N T O O L S  
I N V O I C E  
CREDIT SALE RECEIPT

PAGE 1

AUTHORIZED DEALER :

MARK HESSER  
141 TOWHILL RD  
PORT MATILDA, PA  
16870-0000  
TELEPHONE : 814-692-5241  
MOBILE : 814-571-7239

SOLD TO :  
RUSS PETERSON 3-15- 9  
RD2 BOX 54F

HOUTZDALE, PA  
16651-  
TELEPHONE :814-378-8992

CUST ACCOUNT # 187-38-8945  
P.O. # =  
SALE TYPE = CREDIT SALE  
INVOICE NO. = 115486

TAX RATE = 6.000%

QTY.	PRODUCT NO.	DESCRIPTION	EACH	COMMENTS	LC	LINE	TOTAL
1)	1	CJ2001P	PULLER W/PB				128.55
2)	1	BF620B	NO. 2 MALLET				16.30
3)	1	97CCP	PLIERS	RA TRANS/	7		31.25
4)	1	TR108	VALVE TOOL	RA TRANS/	7		7.50
5)	1	911ACP	PLIERS STORK	RA TRANS/	7		40.95
6)	1	IRC231	WRENCH, AIR IMPACT 1/	RA TRANS/	7		159.95
7)	1	MRB10	MAGNETIC TRAY	RA TRANS/	7		15.70
8)	1	113TMMMLX	SOCKET SET	RA TRANS/	7		138.21
SUB TOTAL							128.55
TAX APPLIED							7.71
TOTAL PRICE INCLUDING TAX							136.26

\*\*\*\*\* WEAR SAFETY GOGGLES \*\*\*\*\*  
\*\*\*\*\* USE THE RIGHT TOOL \*\*\*\*\*  
\*\*\*\*\* USE THE TOOL PROPERLY \*\*\*\*\*  
\*\*\*\*\* MAINTAIN THE TOOL REGULARLY \*\*\*\*\*

1.	Total Cash Sale Price .....	546.12
2.	Amount of down payment and/or trade-in ...	0.00
	A. Down payment .....	0.00
	B. Trade-in .....	0.00
3.	Unpaid balance of cash price .....	546.12
4.	Security interest charge .....	0.00
5.	Principal Balance (Amount Financed) .....	546.12
6.	Unpaid Prior Balance .....	2632.98
7.	Other Charges .....	0.00
8.	New Principal Balance (Amount Financed) ..	3179.10
9.	Amount of Finance Charge .....	939.30
10.	TOTAL OF PAYMENTS .....	4118.40
11.	TOTAL CREDIT SALE PRICE .....	4118.40
156	WEEKLY PAYMENTS OF 26.40 ESTIMATED AT 18.000 % APR	

\* \* WE APPRECIATE YOUR BUSINESS \* \*

SALE DATE 01/10/2001

S N A P - O N T O O L S  
I N V O I C E  
CREDIT SALE RECEIPT

PAGE 2

AUTHORIZED DEALER :

MARK HESSER  
141 TOWHILL RD

PORT MATILDA, PA  
16870-0000  
TELEPHONE : 814-692-5241  
MOBILE : 814-571-7239

TAX RATE = 6.000%

SOLD TO :  
RUSS PETERSON 3-15- 9  
RD2 BOX 54F

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TELEPHONE : 814-378-8992

CUST ACCOUNT # 187-38-8945  
P.O. # =  
SALE TYPE = CREDIT SALE  
INVOICE NO. = 115486

QTY.	PRODUCT NO.	DESCRIPTION	EACH	COMMENTS	LC LINE TOTAL
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CUSTOMER AGREES THAT THIS CREDIT SALE IS GOVERNED BY THE PURCHASE MONEY SECURITY AGREEMENT OR THE CREDIT SALE CONTRACT  
AND ANY RIDERS ("EC CONTRACT") BETWEEN DEALER OR SNAP-ON AND CUSTOMER.

Customer acknowledges delivery and acceptance of the goods described in this receipt and promises to pay to the order of Dealer, Snap-on or their assigns, the Total Credit Sales Price. Customer grants to Dealer or Snap-on or their assigns (except to the extent prohibited by law) a security interest in the goods and equipment listed on this receipt and certain other goods and equipment in accordance with the EC Contract.

CUSTOMER: 

Date : 01/10/01 03:35:33		RECEIPT FOR PAYMENTS			Receipt No. - 115486
ACCT	OPENING	SALE	PAYMENT	CLOSING	
CASH	0.00		0.00		
R/A	409.86	-409.86	0.00	0.00	-- CASH DOWNPAYMENT
E.C.	0.00	0.00	0.00	0.00	R/A Rollover Amt
ReAssigned	0.00	0.00	0.00	0.00	
C.S.	NEW SALE	4118.40	23.00	4095.40	Opening Bal In Sale
O/A	0.00	0.00	0.00	0.00	
=====	=====	=====	=====	=====	

3-15- 9



**CREDIT SALES CONTRACT  
(RETAIL INSTALLMENT CONTRACT)  
Add-on Rider**

MAY 17 2001

This Add-on Rider supplements and incorporates by reference all provisions, definitions, representations and conditions in the Credit Sale Contract between Buyer and Dealer dated 10/06/1999 ("Credit Sale Contract") and any prior Add-on Riders relating to the Credit Sale Contract. BUYER REPRESENTS AND WARRANTS THAT THE PROPERTY PURCHASED HEREUNDER IS TO BE USED PRIMARILY FOR COMMERCIAL OR BUSINESS PURPOSES AND NOT PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

DESCRIPTION OF PROPERTY  
For Attached Invoice No. 117332 Date: 05/09/2001

## ITEMIZATION OF TOTAL CREDIT SALE PRICE

1. Total cash sale price:	2449.23
2. Amount of down payment and/or trade-in:	0.00
A. Down payment	0.00
B. Trade-in items	0.00
Description of trade-in items and on the attached invoice.	
3. Unpaid balance of cash price:	2449.23
(difference between 1 and 2)	
4. Security Interest charge:	0.00
\$ 0.00 Processing fee	
OR-	
\$ 0.00 to public officials (filing fees)	
5. Principal balance (Amount Financed):	2449.23
(sum of 3 and 4)	
6. Unpaid principal balance under prior Credit Sale Contract and Add-On Rider(s) -AND- under prior Extended Credit Purchase Money Security Agreements:	2863.54
7. Other Charges: (Specify)	0.00
8. New Principal Balance (Amount Financed) (sum of 5 and 6 and 7):	5412.77
9. Amount of Finance Charge:	1600.99
10. TOTAL OF PAYMENTS (sum of 8 and 9)	7013.76
11. TOTAL CREDIT SALE PRICE (sum of 2 and 10):	7013.76

You agree to purchase the additional Property listed above and to pay for each additional Property as well as the Property purchased under the Credit Sale Contract and prior Add-on Riders according to the payment terms listed herein.

"By providing the information on the unpaid principal balance under any prior Credit Sale Contract and any Add-on Rider(s) for this transaction, Snap-on Credit consents to the rescheduling of payments under the Credit Sale Contract and any Add-on Riders previously assigned to Snap-on Credit."

## \*\*\*\*\* DISCLOSURE OF TERMS \*\*\*\*\*

Your payment schedule will be:

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE
156	\$ 44.96	WEEKLY BEGINNING 05/16/2001

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL CREDIT SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you (estimated). Assumes payments are made as scheduled.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit.
18.000%	\$ 1600.99	\$ 5412.77	\$ 7013.76	\$ 7013.76

See above for an itemization of the Amount Financed.

Insurance: Credit life insurance and credit disability insurance are not required to obtain credit. You may obtain property insurance from anyone you want that is acceptable to Dealer or Dealer's assignee.

Security: You are giving a security interest in: (1) the goods or property being purchased; and (2) all other goods or property bearing the Snap-on/Snap Electric trademark. Filing fees or a fee for a Nonfiling insurance bond may be charged, if permitted, under applicable law. See itemization number 4.

Late Charge: If a payment is late, you will be charged 5% of the payment due, but not more than \$5.00 (or the maximum amount permitted under applicable law if less than the foregoing).

Prepayment: If you pay off early, you will not pay a penalty and you may be entitled to a refund of part of the finance charge.

See below and on the reverse side for any additional information about nonpayment, default, any prepayment in full before the scheduled date, and prepayment refunds and penalties.

**BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT  
NOTICE TO THE BUYER**

DO NOT SIGN THIS CONTRACT (CREDIT SALE CONTRACT) BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THE CONTRACT WHEN YOU SIGN IT. YOU HAVE THE FOLLOWING RIGHTS, AMONG OTHERS:

- (a) TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND OBTAIN A PARTIAL REFUND OF ANY UNEARNED FINANCE CHARGE;
- (b) TO REDEEM THE PROPERTY WITHIN THE TIME PROVIDED BY LAW IF REPOSSESSED FOR A DEFAULT;
- (c) TO REQUIRE, UNDER CERTAIN CONDITIONS, RESALE OF THE PROPERTY IF REPOSSESSED.

Dealer (Secured Party):

Buyer (Debtor):

MARK BESSNER

ROSS PETERSON

Dated: 5/9, 2001

Signature

Signature

141 TORHILL RD

R02 BOX 54P

Dealer assigns for value all right, title and interest in this agreement to Snap-on Credit Corporation, subject to acceptance by Snap-on Credit Corporation, which shall be the secured creditor under this Agreement in accordance with paragraph 4 on the reverse and Dealer's agreement with Snap-on Credit Corporation.

ORIGINAL COPY

THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS ON THE REVERSE SIDE

# Additional Terms

1. **Offer of Cash Sale or Payment Over Time.** Dealer has offered you a choice of buying the Property for a stated cash price payable immediately or within a limited number of days, or of buying those items for a Total Credit Sale Price which permits you to purchase them now but pay in installments over an extended period of time. The Total Credit Sale Price is more than the cash sale price because it includes a finance charge charged by Dealer to compensate Dealer for having to wait a period of time before collecting the full purchase price and for taking the risks involved in waiting that period of time.
2. **Payment Terms.** You agree to pay to Dealer or Dealer's assignee the Amount Financed plus finance charges applied to the outstanding balance thereof at the annual percentage rate set forth on the face during the time any balance under the Agreement remains unpaid. You agree to make equal successive weekly payments (in cash, check or money order) as set forth under "Your payment schedule will be" on the front of this Agreement until all amounts due under this Agreement are paid (provided, that the final payment shall be in the amount of the unpaid balance.) You may prepay the balance of the Amount Financed without penalty at any time; and doing so will reduce the amount of Finance Charge you would otherwise be required to pay. Unless you prepay the entire balance outstanding, however, the amount you are required to pay each week will remain the same, with any adjustments being reflected in the last payment and in the number of payments. If you make any overpayment, we will not be required to refund amounts less than \$1.00. If you pay the amount due under this Agreement late, the finance charge will continue to accrue on the unpaid balance. In that event, your last payment may be increased to pay the full balance due. Unless otherwise prohibited by applicable law, unpaid Finance Charges will be added to the balance of the Amount Financed and additional Finance Charges will thereafter accrue thereon. If you have previously purchased merchandise pursuant to one or more Purchase Money Security Agreements (also known as "Extended Credit" contracts) that were assigned to Snap-on Credit LLC, and you have not fully paid the balance due under any such agreements, then by entering into this Agreement, you agree that the "net balance" remaining payable under such agreements will be transferred to the Amount Financed under this Credit Sale Contract if Dealer assigns this Agreement to Snap-on Credit as provided in Section 6 below. The "net balance" will be calculated by subtracting from the total of all remaining payments an amount determined to be the unearned time price differential according to the Rule of 78's except as otherwise required by law. You and Dealer may also agree to transfer to the Amount Financed any amount you may owe Dealer as a result of prior purchases pursuant to Revolving Account ("RA") credit dealer has extended to you. You represent, warrant and agree that: (a) you are justly indebted to Dealer for the full amount of the Amount Financed plus finance charges accruing thereon (b) all information supplied and statements made by you in any financial or credit statement or application for credit before or at the same time as the execution of the Agreement are and will be correct, complete and genuine; and (c) any item used as a trade-in is free of all liens or other encumbrances, is fully paid for and you possess good and marketable title to it.
3. **Allocation of Payments.** Your payments will be allocated first to any finance charge in the order it is incurred, and then to the payment of the cash price of each purchase in the order in which the purchase was made, with the payments being applied to the oldest purchase first (purchases made on the same day are paid off based upon the lowest priced purchases first). Down payments and trade-ins will be applied to the cash price of all items on a pro rata basis.
4. **Grant of Security Interest.** (a) As security for your obligations under this Agreement, you hereby grant Dealer a purchase money security interest under the Uniform Commercial Code in each item of Property you purchase under this Agreement until that item is paid for. As further security for your obligations under this Agreement, in all states except Puerto Rico and elsewhere where prohibited by applicable law for agreements of this type, you hereby grant Dealer a non-purchase money security interest in each other item of tools, goods and equipment, previously purchased or hereafter acquired, from a Snap-on Dealer, and any and all goods and equipment manufactured or distributed by Snap-on Incorporated or bearing Snap-on Incorporated or Sun Electric trademarks or logos, together with all proceeds (including insurance proceeds), accessions, attachments, additions, substitutions and replacements to and of such items (the foregoing and the Property are collectively referred to as "Collateral") if the net balance remaining payable will be unaffected and you agree that Dealer or Dealer's assignee will continue to hold a purchase money security interest in all merchandise purchased by you under such Extended Credit contract after such transfer. If this agreement is assigned to Snap-on Credit pursuant to section 6 below, and if the Amount Financed includes a transfer of a RA balance owed to Dealer, then Dealer hereby assigns to Snap-on Credit any security interest that Dealer may have in any merchandise reflected in the RA balance so transferred. In such case, Snap-on Credit shall continue to hold a purchase money security interest in such merchandise after such transfer. To the extent permitted by and subject to applicable law, you agree and hereby grant to Dealer and Snap-on Credit or its agent or assigns the power of attorney and right to sign on your behalf and file or record such financing statements or other documents as may be necessary to perfect or maintain the security interest granted by you under this Agreement.  
(b) You agree not to remove any Collateral from the county where the original sale was made without Dealer's written consent, that you will not sell or dispose of any Collateral and that you will keep the Collateral free and clear of any liens or other encumbrances until your entire balance due is paid in full.
5. **Insurance.** You will obtain and keep in force, for so long as Dealer or Dealer's successors and assigns has a security interest in any Collateral, fire and other casualty insurance on the Collateral in form, amount and written by insurers satisfactory to Dealer's, with loss payable to Dealer or Dealer's assignee as its interest shall appear. If you fail to do so, Dealer may at Dealer's option purchase such insurance, in which event you must pay the cost thereof to Dealer on demand. However, any failure of Dealer to obtain and keep in force such insurance, after your failure to do so, shall not release you from any obligations or liability under this Agreement. *Any insurance procured by Dealer under this section will not include insurance for property damage to others.*
6. **Assignment by Dealer.** (a) Dealer may hold this Agreement or Dealer may assign it for value to Snap-on Credit LLC ("Snap-on Credit"). If Dealer assigns this Agreement to Snap-on Credit, then after such assignment: (i) Snap-on Credit, as assignee, shall have all the rights and remedies of Dealer under this Agreement and all of your agreement's representations and warranties shall be deemed to have been made to Snap-on Credit with the same effect as if Snap-on Credit were an original party to this Agreement; and (ii) Dealer will not have any power or authority to exercise any such rights or remedies, give any consents under Section 4 (b) or change or modify this Agreement or any related document in any way.  
(b) If this Agreement is assigned to Snap-on Credit, you agree to deliver your payments to Dealer or directly to Snap-on Credit. *The Dealer is not Snap-on Credit's agent for any purpose;* if you make payments to your Dealer, the Dealer will be acting as your agent. In that capacity, the Dealer has agreed with Snap-on Credit to remit payments under this Agreement to Snap-on Credit on a regular basis. You will be credited with payment on the date Snap-on Credit receives payment from the Dealer. Snap-on Credit will credit you with payment and waive additional finance charges and late charges on any installment regardless of when payment is received from the Dealer, if you have proof of your timely payment to the Dealer (such as a valid receipt or canceled check). Alternatively, you may make any payments (by electronic transfer, check or money order payable to Snap-on Credit, and not cash) directly to Snap-on Credit at the address provided to you by Snap-on Credit, in which case you will be credited with payment on the date Snap-on Credit receives the payment. Snap-on Credit may require you to make payments directly to it. In all events, payments received by Snap-on Credit after 10:00 a.m. will be credited on the next business day. Snap-on Credit's business days are Monday through Friday; holidays are not included.
7. **Additional Charges.** In addition to paying the Total Credit Sale Price for the Property, you agree to pay the additional charges listed below that may be assessed. Assessment of a fee does not waive Dealer's right to insist on strict compliance with this Agreement by you at any time.  
(a) **Security Interest Charges.** To the extent permitted by and subject to applicable law, you will be assessed a Security Interest Charge to cover (i) fees and charges prescribed by law which are or will be paid to public officials for determining the existence of or for perfecting, releasing or satisfying the security interest you granted hereunder; or (ii) the premium or other costs payable for any insurance or bond in lieu of perfecting such security interest, which will not exceed the aggregate fees and charges described in clause (iii) that would otherwise be payable.  
(b) **Late Charges.** To the extent permitted by and subject to applicable law, if you fail to make payments under this Agreement within 30 days after the date due, you may be assessed a Late Charge of 5% of the payment due but not more than \$5.00 (or the maximum amount permitted by law if less than the foregoing).  
(c) **NSF Check Charges.** To the extent permitted by and subject to applicable law, if you fail to make payment by check and your check is not paid because of non-sufficient funds in your checking account, you may be assessed a NSF Check Charge of \$10.00 or if less the maximum amount permitted by applicable law.  
(d) **Legal Fees.** In addition to the full amount owed and any court costs, to the extent permitted by and subject to applicable law, if any matter arising out of your default under this Agreement is referred to an attorney who is not salaried employee of Snap-on Credit to collect the amount you owe or to repossess any Collateral or otherwise, you agree to pay all actual and reasonable attorneys' fees or such lesser amount as may be permitted by applicable law.
8. **Events of Default; Acceleration.** (a) The occurrence of any one of the following events constitutes a default under this agreement: (i) You do not pay at least the minimum payments due or you otherwise become delinquent on any other obligations to Dealer, or if this agreement is assigned, to such assignee; (ii) You file or consent to the filing of bankruptcy or similar proceedings against you or you become insolvent; or that your financial condition deteriorates significantly and it appears likely that you will not be able to repay Dealer for any reason; (iii) You die, become imprisoned, or are declared legally incompetent; (iv) You at any time give Dealer information that is inaccurate, misleading or incomplete; or (v) You fail to comply with any terms or conditions of this Agreement.  
(b) Dealer, or if this Agreement is assigned, Dealer's assignee will have all the rights and remedies of a secured creditor under the Uniform Commercial Code and any other applicable laws. In addition, if any one of these events of default occurs, subject to any right you may have under applicable law to receive notice of and to cure such default, at Dealer's option Dealer may: (i) declare the entire unpaid balance due under this Agreement immediately due and payable; and (ii) repossess any Collateral in which Dealer still retains a security interest, but Dealer will do so only in the manner and to the extent permitted by applicable law. If Dealer repossesses any repossessed Collateral, Dealer agrees to pay you any surplus remaining (after deduction of the costs of repossession and sale and other costs, to the extent permitted by law) and you agree to pay Dealer any deficiency in accordance with the Uniform Commercial Code. Dealer may accept late payments, partial payments or any payments marked as being payment in full or as being settlement for any dispute without prejudicing any of Dealer's rights under this Agreement or in any way amending this Agreement. Dealer's failure or delay at any time to exercise any of Dealer's contract or other legal or equitable rights shall not be deemed a waiver of those rights or of the right to exercise Dealer's rights at any other time. If Snap-on Credit becomes the secured party under this Agreement, you agree that it is commercially reasonable for repossessed Collateral to be sold at public or private sales (in any state or county selected by Snap-on Credit) to Dealers or others in lots or pieces (with or without the Collateral being physically present) at used tool prices. The term "Buyer" and "Dealer" as used in this Agreement also mean "debtor" and "secured party" respectively and include the heirs, executors, or administrators, successors and permitted assigns of those parties.
9. **Governing Law.** This Agreement will be governed by the laws of the State of your address stated in this Agreement. Certain provisions of this Agreement are generally modeled after the Federal Truth In Lending Act and Regulation Z thereunder or similar state statutes and regulations; however, you agree that to the extent that such statutes and regulation relate only to transactions entered into for personal, household or family purposes, or otherwise excluded business or commercial transactions, such statutes and regulations do not govern this Agreement unless expressly provided for in the statute or regulation.
10. **Transfer of Agreement.** Without prior notice to or approval from you, Dealer reserves the right to sell or transfer this Agreement in whole or in part, to another entity or person. You cannot, however, transfer this Agreement or rights and obligations under this Agreement to another entity or person.
11. **Severability; Entire Agreement.** If any term, provision, or section of this Agreement is held void, voidable, invalid or unenforceable, under any statute or court decision, or any governmental rule or regulation, the remainder of the Agreement shall remain effective; and any such ineffectiveness shall not affect the validity or enforceability of this Agreement in any other jurisdiction. This Agreement, any previous credit sale contracts, and any written Addenda/Riders hereto signed by both parties constitute the entire agreement between the parties regarding the subject matter hereof. The parties agree that no oral changes to the Agreement are permissible and that no oral representations or amendments affecting this Agreement have been made or relied upon by either party. **IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.**

**Notice to Assignee. (Puerto Rico Residents).** The assignee of this retail installment contract shall be subject in equal conditions to any claim or defense that the buyer may initiate against the seller. The assignee of the contract shall have the right to file against the seller all the claims and defenses that the buyer may raise against the seller of the goods or services.

**Notice to Maryland Residents.** This Agreement is entered into pursuant to Subtitle 10 (Credit Grantor Closed End Credit Provisions) of Md. Code Ann., Fin. Inst., §12-100 et seq.

PAGE 1

SOLD TO :  
RUSS PETERSON 3-16- 9  
RD2 BOX 54F

MARK HESSER  
141 TOWHILL RD

PORT MATILDA, PA  
16870-0000  
TELEPHONE : 814-692-5241  
MOBILE : 814-571-7239

HOUTZDALE, PA  
16651-  
TELEPHONE : 814-378-8992

CUST ACCOUNT # 187-38-8945  
P.O. # =  
SALE TYPE = CREDIT SALE  
INVOICE NO. = 117332

TAX RATE = 6.000%

```

***** WEAR SAFETY GOGGLES *****
***** USE THE RIGHT TOOL *****
***** USE THE TOOL PROPERLY *****
***** MAINTAIN THE TOOL REGULARLY *****

```

1.	Total Cash Sale Price .....	2449.23
2.	Amount of down payment and/or trade-in ...	0.00
	A. Down payment .....	0.00
	B. Trade-in .....	0.00
3.	Unpaid balance of cash price .....	2449.23
4.	Security interest charge .....	0.00
5.	Principal Balance (Amount Financed) .....	2449.23
6.	Unpaid Prior Balance .....	2963.54
7.	Other Charges .....	0.00
8.	New Principal Balance (Amount Financed) ..	5412.77
9.	Amount of Finance Charge .....	1600.99
10.	TOTAL OF PAYMENTS .....	7013.76
11.	TOTAL CREDIT SALE PRICE .....	7013.76
156	WEEKLY PAYMENTS OF 44.96 ESTIMATED AT 18.000 % APR	

\* \* WE APPRECIATE YOUR BUSINESS \* \*

SALE DATE 05/09/2001

S N A P - O N T O O L S  
I N V O I C E  
CREDIT SALE RECEIPT

PAGE 2

AUTHORIZED DEALER :

MARK HESSER  
141 TOWHILL RD

PORT MATILDA, PA  
16870-0000  
TELEPHONE : 814-692-5241  
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TELEPHONE : 814-378-8992

CUST ACCOUNT # 187-38-8945

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SALE TYPE = CREDIT SALE  
INVOICE NO. = 117332

QTY.	PRODUCT NO.	DESCRIPTION	EACH	COMMENTS	LC LINE	TOTAL
------	-------------	-------------	------	----------	---------	-------

CUSTOMER AGREES THAT THIS CREDIT SALE IS GOVERNED BY THE PURCHASE MONEY SECURITY AGREEMENT OR THE CREDIT SALE CONTRACT  
AND ANY RIDERS ("EC CONTRACT") BETWEEN DEALER OR SNAP-ON AND CUSTOMER.

Customer acknowledges delivery and acceptance of the goods described in this receipt and promises to pay to the order of Dealer, Snap-on or their assigns, the Total Credit Sales Price. Customer grants to Dealer or Snap-on or their assigns (except to the extent prohibited by law) a security interest in the goods and equipment listed on this receipt and certain other goods and equipment in accordance with the EC Contract.

CUSTOMER: 

Date : 05/09/01 14:51:45  
ACCT OPENING

RECEIPT FOR PAYMENTS  
SALE PAYMENT CLOSING

Receipt No.- 117332

CASH	0.00		0.00	
R/A	334.53	-334.53	0.00	0.00
E.C.	0.00	0.00	0.00	0.00
ReAssigned	0.00	0.00	0.00	0.00
C.S.	NEW SALE	7013.76	0.00	7013.76
O/A	0.00	0.00	0.00	0.00

-- CASH DOWNPAYMENT  
R/A Rollover Amt

Opening Bal In Sale

3-16- 9



**CREDIT SALES CONTRACT**  
**(RETAIL INSTALLMENT CONTRACT)**  
Add-on Rider

This Add-on Rider supplements and incorporates by reference all provisions, definitions, representations and conditions in the Credit Sale Contract between Buyer and Dealer dated 10/06/1999 ("Credit Sale Contract") and any prior Add-on Riders relating to the Credit Sale Contract. BUYER REPRESENTS AND WARRANTS THAT THE PROPERTY PURCHASED HEREUNDER IS TO BE USED PRIMARILY FOR COMMERCIAL OR BUSINESS PURPOSES AND NOT PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

**DESCRIPTION OF PROPERTY**

Per Attached Invoice No. 123158 Date: 11/07/2001

**ITEMIZATION OF TOTAL CREDIT SALE PRICE**

1. Total cash sale price:	910.23
2. Amount of down payment and/or trade-in:	0.00
A. Down payment	0.00
B. Trade-in items	0.00
Description of trade-in items are on the attached invoice.	
3. Unpaid balance of cash price: (difference between 1 and 2)	910.23
4. Security Interest charge:	0.00
0.00 Processing fee	
0.00 to public officials (filing fees)	
5. Principal balance (Amount Financed): (sum of 3 and 4)	910.23
6. Unpaid principal balance under prior Credit Sale Contract and Add-On Rider(s) -AND- under prior Extended Credit Purchase Money Security Agreements:	4866.20
7. Other Charges: (Specify)	0.00
8. New Principal balance (Amount Financed) (sum of 5 and 6 and 7):	5776.43
9. Amount of Finance Charge:	1708.45
10. TOTAL OF PAYMENTS (sum of 8 and 9)	7484.88
11. TOTAL CREDIT SALE PRICE (sum of 2 and 10):	7484.88

You agree to purchase the additional Property listed above and to pay for such additional Property as well as the Property purchased under the Credit Sale Contract and prior Add-on Riders according to the payment terms listed herein.

"By providing the information on the unpaid principal balance under any prior Credit Sale Contract and any Add-on Rider(s) for this transaction, Snap-on Credit consents to the rescheduling of payments under the Credit Sale Contract and any Add-on Riders previously assigned to Snap-on Credit."

**DISCLOSURE OF TERMS**

Your payment schedule will be:

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE
156	\$ 47.98	WEEKLY BEGINNING 11/14/2001

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL CREDIT SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you (estimated). Assume payments are made as scheduled.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit.
18.000%	\$ 1708.45	\$ 5776.43	\$ 7484.88	\$ 7484.88

See above for an itemization of the Amount Financed.

Insurance: Credit life insurance and credit disability insurance are not required to obtain credit. You may obtain property insurance from anyone you want that is acceptable to Dealer or Dealer's assigns.

Security: You are giving a security interest in: (1) the goods or property being purchased; and (2) all other goods or property bearing the Snap-on/Sun Electric trademark. Filing fees or a fee for a Nonfiling Insurance bond may be charged, if permitted, under applicable law. See itemization number 4.

Late Charge: If a payment is late, you will be charged 5% of the payment due, but not more than \$5.00 (or the maximum amount permitted under applicable law if less than the foregoing).

Prepayment: If you pay off early, you will not pay a penalty and you may be entitled to a refund of part of the finance charge.

See below and on the reverse side for any additional information about nonpayment, default, any repayment in full before the scheduled date, and prepayment refunds and penalties.

**BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT  
NOTICE TO THE BUYER**

DO NOT SIGN THIS CONTRACT (CREDIT SALE CONTRACT) BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THE CONTRACT WHEN YOU SIGN IT. YOU HAVE THE FOLLOWING RIGHTS, AMONG OTHERS:

- (a) TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND OBTAIN A PARTIAL REFUND OF ANY UNEARNED FINANCE CHARGE;
- (b) TO REDEEM THE PROPERTY WITHIN THE TIME PROVIDED BY LAW IF REPOSSESSED FOR A DEFAULT;
- (c) TO REQUIRE, UNDER CERTAIN CONDITIONS, RESALE OF THE PROPERTY IF REPOSSESSED.

PHI NOV 15 2001  
ARM [Signature]  
dated: 11/7/2001

Dealer (Secured Party):

MARK HESSER

Signature

141 TOWHILL RD

Buyer (Debtor):

ROSS PETERSON

Signature

R02 BOX 54F

PORT MATILDA, VA 16870-0000

SCOTTSDALE, VA 16831-

Dealer assigns for value all right, title and interest in this agreement to Snap-on Credit Corporation, subject to acceptance by Snap-on Credit Corporation, which shall be the secured creditor under this Agreement in accordance with paragraph 4 on the reverse and Dealer's agreement with Snap-on Credit Corporation.

ORIGINAL COPY

**THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS ON THE REVERSE SIDE**



# Additional Terms

1. **Offer of Cash Sale or Payment Over Time.** Dealer has offered you a choice of buying the Property for a stated cash price payable immediately or within a limited number of days, or of buying those items for a Total Credit Sale Price which permits you to purchase them now but pay in installments over an extended period of time. The Total Credit Sale Price is more than the cash sale price because it includes a finance charge charged by Dealer to compensate Dealer for having to wait a period of time before collecting the full purchase price and for taking the risks involved in waiting that period of time.
2. **Payment Terms.** You agree to pay to Dealer or Dealer's assignee the Amount Financed plus finance charges applied to the outstanding balance thereof at the annual percentage rate set forth on the face during the time any balance under the Agreement remains unpaid. You agree to make equal successive weekly payments (in cash, check or money order) as set forth under "Your payment schedule will be" on the front of this Agreement until all amounts due under this Agreement are paid (provided, that the final payment shall be in the amount of the unpaid balance.) You may prepay the balance of the Amount Financed without penalty at any time; and doing so will reduce the amount of Finance Charge you would otherwise be required to pay. Unless you prepay the entire balance outstanding, however, the amount you are required to pay each week will remain the same, with any adjustments being reflected in the last payment and in the number of payments. If you make any overpayment, we will not be required to refund amounts less than \$1.00. If you pay the amount due under this Agreement late, the finance charge will continue to accrue on the unpaid balance. In that event, your last payment may be increased to pay the full balance due. Unless otherwise prohibited by applicable law, unpaid Finance Charges will be added to the balance of the Amount Financed and additional Finance Charges will thereafter accrue thereon. If you have previously purchased merchandise pursuant to one or more Purchase Money Security Agreements (also known as "Extended Credit" contracts) that were assigned to Snap-on Credit LLC, and you have not fully paid the balance due under any such agreements, then by entering into this Agreement, you agree that the "net balance" remaining payable under such agreements will be transferred to the Amount Financed under this Credit Sale Contract if Dealer assigns this Agreement to Snap-on Credit as provided in Section 6 below. The "net balance" will be calculated by subtracting from the total of all remaining payments an amount determined to be the unearned time price differential according to the Rule of 78's except as otherwise required by law. You and Dealer may also agree to transfer to the Amount Financed any balance you may owe Dealer as a result of prior purchases pursuant to Revolving Account ("RA") credit dealer has extended to you. You represent, warrant and agree that: (a) you are justly indebted to Dealer for the full amount of the Amount Financed plus finance charges accruing thereon; (b) all information supplied and statements made by you in any financial or credit statement or application for credit before or at the same time as the execution of the Agreement are and will be correct, complete and genuine; and (c) any item used as a trade-in is free of all liens or other encumbrances, is fully paid for and you possess good and marketable title to it.
3. **Allocation of Payments.** Your payments will be allocated first to any finance charge in the order it is incurred, and then to the payment of the cash price of each purchase in the order in which the purchase was made, with the payments being applied to the oldest purchase first (purchases made on the same day are paid off based upon the lowest priced purchases first). Down payments and trade-ins will be applied to the cash price of all items on a pro rata basis.
4. **Grant of Security Interest.** (a) As security for your obligations under this Agreement, you hereby grant Dealer a purchase money security interest under the Uniform Commercial Code in each item of Property you purchase under this Agreement until that item is paid for. As further security for your obligations under this Agreement, in all states except Puerto Rico and elsewhere where prohibited by applicable law for agreements of this type, you hereby grant Dealer a non-purchase money security interest in each other item of tools, goods and equipment, previously purchased or hereafter acquired, from a Snap-on Dealer, and any and all goods and equipment manufactured or distributed by Snap-on Incorporated or bearing Snap-on Incorporated or Sun Electric trademarks or logos, together with all proceeds (including insurance proceeds), accessions, attachments, additions, substitutions and replacements to and of such items (the foregoing and the Property are collectively referred to as "Collateral"). If the net balance remaining payable will be unaffected and you agree that Dealer or Dealer's assignee will continue to hold a purchase money security interest in all merchandise purchased by you under such Extended Credit contract after such transfer. If this agreement is assigned to Snap-on Credit pursuant to section 6 below, and if the Amount Financed includes a transfer of a RA balance owed to Dealer, then Dealer hereby assigns to Snap-on Credit any security interest that Dealer may have in any merchandise reflected in the RA balance so transferred. In such case, Snap-on Credit shall continue to hold a purchase money security interest in such merchandise after such transfer. To the extent permitted by and subject to applicable law, you agree and hereby grant to Dealer and Snap-on Credit or its agent or assigns the power of attorney and right to sign on your behalf and file or record such financing statements or other documents as may be necessary to perfect or maintain the security interest granted by you under this Agreement.  
(b) You agree not to remove any Collateral from the county where the original sale was made without Dealer's written consent, that you will not sell or dispose of any Collateral and that you will keep the Collateral free and clear of all liens or other encumbrances until your entire balance due is paid in full.
5. **Insurance.** You will obtain and keep in force, for so long as Dealer or Dealer's successors and assigns has a security interest in any Collateral, fire and other casualty insurance on the Collateral in form, amount and written by insurers satisfactory to Dealer's, with loss payable to Dealer or Dealer's assignee as its interest shall appear. If you fail to do so, Dealer may at Dealer's option purchase such insurance, in which event you must pay the cost thereof to Dealer on demand. However, any failure of Dealer to obtain and keep in force such insurance, after your failure to do so, shall not release you from any obligations or liability under this Agreement. *Any insurance procured by Dealer under this section will not include insurance for property damage to others.*
6. **Assignment by Dealer.** (a) Dealer may hold this Agreement or Dealer may assign it for value to Snap-on Credit LLC ("Snap-on Credit"). If Dealer assigns this Agreement to Snap-on Credit, then after such assignment: (i) Snap-on Credit, as assignee, shall have all the rights and remedies of Dealer under this Agreement and all of your agreements, representations and warranties shall be deemed to have been made to Snap-on Credit with the same effect as if Snap-on Credit were an original party to this Agreement; and (ii) Dealer will not have any power or authority to exercise any such rights or remedies, give any consents under Section 4 (b) or change or modify this Agreement or any related document in any way.  
(b) If this Agreement is assigned to Snap-on Credit, you agree to deliver your payments to Dealer or directly to Snap-on Credit. *The Dealer is not Snap-on Credit's agent for any purpose;* if you make payments to your Dealer, the Dealer will be acting as your agent. In that capacity, the Dealer has agreed with Snap-on Credit to remit payments under this Agreement to Snap-on Credit on a regular basis. You will be credited with payment on the date Snap-on Credit receives payment from the Dealer. Snap-on Credit will credit you with payment and waive additional finance charges and late charges on any installment regardless of when payment is received from the Dealer, if you have proof of your timely payment to the Dealer (such as a valid receipt or canceled check). Alternatively, you may make any payments (by electronic transfer, check or money order payable to Snap-on Credit, and not cash) directly to Snap-on Credit at the address provided to you by Snap-on Credit, in which case you will be credited with payment on the date Snap-on Credit receives the payment. Snap-on Credit may require you to make payments directly to it. In all events, payments received by Snap-on Credit after 10:00 a.m. will be credited on the next business day. Snap-on Credit's business days are Monday through Friday; holidays are not included.
7. **Additional Charges.** In addition to paying the Total Credit Sale Price for the Property, you agree to pay the additional charges listed below that may be assessed. Assessment of a fee does not waive Dealer's right to insist on strict compliance with this Agreement by you at any time.  
(a) **Security Interest Charges.** To the extent permitted by and subject to applicable law, you will be assessed a Security Interest Charge to cover (i) fees and charges prescribed by law which are or will be paid to public officials for determining the existence of or for perfecting, releasing or satisfying the security interest you granted hereunder, or (ii) the premium or other costs payable for any insurance or bond in lieu of perfecting such security interest, which will not exceed the aggregate fees and charges described in clause (iii) that would otherwise be payable.  
(b) **Late Charges.** To the extent permitted by and subject to applicable law, if you fail to make payments under this Agreement within 30 days after the date due, you may be assessed a Late Charge of 5% of the payment due but not more than \$5.00 (or the maximum amount permitted by law if less than the foregoing).  
(c) **NSF Check Charges.** To the extent permitted by and subject to applicable law, if you fail to make payment by check and your check is not paid because of non-sufficient funds in your checking account, you may be assessed a NSF Check Charge of \$10.00 or if less the maximum amount permitted by applicable law.  
(d) **Legal Fees.** In addition to the full amount owed and any court costs, to the extent permitted by and subject to applicable law, if any matter arising out of your default under this Agreement is referred to an attorney who is not salaried employee of Snap-on Credit to collect the amount you owe or to repossess any Collateral or otherwise, you agree to pay all actual and reasonable attorneys' fees or such lesser amount as may be permitted by applicable law.
8. **Events of Default; Acceleration.** (a) The occurrence of any one of the following events constitutes a default under this agreement; (i) You do not pay at least the minimum payments due or you otherwise become delinquent on any other obligations to Dealer, or if this agreement is assigned, to such assignee; (ii) You file or consent to the filing of bankruptcy or similar proceedings against you or you become insolvent; or that your financial condition deteriorates significantly and it appears likely that you will not be able to repay Dealer for any reason; (iii) You die, become imprisoned, or are declared legally incompetent; (iv) You at any time give Dealer information that is inaccurate, misleading or incomplete; or (v) You fail to comply with any terms or conditions of this Agreement.  
(b) Dealer, or if this Agreement is assigned, Dealer's assignee will have all the rights and remedies of a secured creditor under the Uniform Commercial Code and any other applicable laws. In addition, if any one of these events of default occurs, subject to any right you may have under applicable law to receive notice of and to cure such default, at Dealer's option Dealer may: (i) declare the entire unpaid balance due under this Agreement immediately due and payable; and (ii) repossess any Collateral in which Dealer still retains a security interest, but Dealer will do so only in the manner and to the extent permitted by applicable law. If Dealer resells any repossessed Collateral, Dealer agrees to pay you any surplus remaining (after deduction of the costs of repossession and sale and other costs, to the extent permitted by law) and you agree to pay Dealer any deficiency in accordance with the Uniform Commercial Code. Dealer may accept late payments, partial payments or any payments marked as being payment in full or as being settlement for any dispute without prejudicing any of Dealer's rights under this Agreement or in any way amending this Agreement. Dealer's failure or delay at any time to exercise any of Dealer's contract or other legal or equitable rights shall not be deemed a waiver of those rights or of the right to exercise Dealer's rights at any other time. If Snap-on Credit becomes the secured party under this Agreement, you agree that it is commercially reasonable for repossessed Collateral to be sold at public or private sales (in any state or county selected by Snap-on Credit) to dealers or others in lots or places (with or without the Collateral being physically present) at used tool prices. The term "Buyer" and "Dealer" as used in this Agreement also mean "debtor" and "secured party" respectively and include the heirs, executors, or administrators, successors and permitted assigns of those parties.
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10. **Transfer of Agreement.** Without prior notice to or approval from you, Dealer reserves the right to sell or transfer this Agreement in whole or in part, to another entity or person. You cannot, however, transfer this Agreement or rights and obligations under this Agreement to another entity or person.
11. **Severability: Entire Agreement.** If any term, provision, or section of this Agreement is held void, voidable, invalid or unenforceable, under any statute or court decision, or any governmental rule or regulation, the remainder of the Agreement shall remain effective; and any such ineffectiveness shall not affect the validity or enforceability of this Agreement in any other jurisdiction. This Agreement, any previous credit sale contracts, and (any written Addenda/Riders hereto signed by both parties) constitute the entire agreement between the parties regarding the subject matter hereof. The parties agree that no oral changes to the Agreement are permissible and that no oral representations or amendments affecting this Agreement have been made or relied upon by either party. **IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.**

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SALE DATE 11/07/2001

S N A P - O N T O O L S  
I N V O I C E  
CREDIT SALE RECEIPT

PAGE 1

AUTHORIZED DEALER :

MARK HESSER  
141 TOWHILL RD  
PORT MATILDA, PA  
16870-0000  
TELEPHONE : 814-692-5241  
MOBILE : 814-571-7239

SOLD TO :  
RUSS PETERSON 3-17- 9  
RD2 BOX 54F

HOUTZDALE, PA  
16651-  
TELEPHONE : 814-378-8992

CUST ACCOUNT # 187-38-8945  
P.O. # =  
SALE TYPE = CREDIT SALE  
INVOICE NO. = 123159

TAX RATE = 6.000%

QTY.	PRODUCT NO.	DESCRIPTION	EACH	COMMENTS	LC LINE	TOTAL
1)	1	CJ1200	SL HAMM KIT	152.00	0	152.00
2)	4	VP8R	WISE GRIP	22.45	RA TRANS/ 7	
3)	1	YA427A	WELDERS GLV	20.55	RA TRANS/ 7	
4)	1	UR65500HT	WELDER, MINI AIRLESS-	191.99	RA TRANS/ 7	
5)	1	57AHLP	PLIERS	42.50	RA TRANS/ 7	
6)	1	SDD2X	SCREWDRIVER	7.83	RA TRANS/ 7	
7)	1	113TMMY	S/HEX SET	110.00	0	110.00
8)	1	PDR5AXX	06/01 Promo - Air Dr	264.00	- Total 500332	264.00
SUB TOTAL						526.00
TAX APPLIED						31.56
TOTAL PRICE INCLUDING TAX						557.56

\*\*\*\*\* WEAR SAFETY GOGGLES \*\*\*\*\*  
\*\*\*\*\* USE THE RIGHT TOOL \*\*\*\*\*  
\*\*\*\*\* USE THE TOOL PROPERLY \*\*\*\*\*  
\*\*\*\*\* MAINTAIN THE TOOL REGULARLY \*\*\*\*\*

1.	Total Cash Sale Price .....	910.23
2.	Amount of down payment and/or trade-in ...	0.00
	A. Down payment .....	0.00
	B. Trade-in .....	0.00
3.	Unpaid balance of cash price .....	910.23
4.	Security interest charge .....	0.00
5.	Principal Balance (Amount Financed) .....	910.23
6.	Unpaid Prior Balance .....	4866.20
7.	Other Charges .....	0.00
8.	New Principal Balance (Amount Financed) ..	5776.43
9.	Amount of Finance Charge .....	1708.45
10.	TOTAL OF PAYMENTS .....	7484.88
11.	TOTAL CREDIT SALE PRICE .....	7484.88
156	WEEKLY PAYMENTS OF 47.98 ESTIMATED AT 18.000 % APR	

\* \* W E A P P R E C I A T E Y O U R B U S I N E S S \* \*

SALE DATE 11/07/2001

S N A P - O N T O O L S  
I N V O I C E  
CREDIT SALE RECEIPT

PAGE 2

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MARK HESSER  
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PORT MATILDA, PA  
16870-0000  
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TAX RATE = 6.000%

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QTY.	PRODUCT NO.	DESCRIPTION	EACH	COMMENTS	LC LINE	TOTAL
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CUSTOMER AGREES THAT THIS CREDIT SALE IS GOVERNED BY THE PURCHASE MONEY SECURITY AGREEMENT OR THE CREDIT SALE CONTRACT AND ANY RIDERS ("EC CONTRACT") BETWEEN DEALER OR SNAP-ON AND CUSTOMER.

Customer acknowledges delivery and acceptance of the goods described in this receipt and promises to pay to the order of Dealer, Snap-on or their assigns, the Total Credit Sales Price. Customer grants to Dealer or Snap-on or their assigns (except to the extent prohibited by law) a security interest in the goods and equipment listed on this receipt and certain other goods and equipment in accordance with the EC Contract.

CUSTOMER: *Russ Peterson*

Date : 11/07/01 13:39:55		RECEIPT FOR PAYMENTS			Receipt No. - 123159
ACCT	OPENING	SALE	PAYMENT	CLOSING	
CASH	0.00		0.00		(-- CASH DOWNPAYMENT
R/A	352.77	-352.67	0.00	0.10	R/A Rollover Amt
E.C.	0.00	0.00	0.00	0.00	
ReAssigned	0.00	0.00	0.00	0.00	
C.S.	NEW SALE	7484.88	0.00	7484.88	Opening Bal In Sale
O/A	0.00	0.00	0.00	0.00	
=====	=====	=====	=====	=====	

3-17- 9



CREREDIT SALE CONTRACT  
(RETAIL INSTALLMENT CONTRACT)  
Add-on Rider

This Add-on Rider supplements and incorporates by reference all provisions, definitions, representations and conditions in the Credit Sale Contract between Buyer and Dealer dated 10/06/1999 ("Credit Sale Contract") and any prior Add-on Riders relating to the Credit Sale Contract. BUYER REPRESENTS AND WARRANTS THAT THE PROPERTY PURCHASED HEREUNDER IS TO BE USED PRIMARILY FOR COMMERCIAL OR BUSINESS PURPOSES AND NOT PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

## DESCRIPTION OF PROPERTY

Per Attached Invoice No. 132581 Date: 10/16/2002

## ITEMIZATION OF TOTAL CREDIT SALE PRICE

1. Total cash sale price:	1185.46
2. Amount of down payment and/or trade-in:	0.00
A. Down payment	0.00
B. Trade-in items	0.00
Description of trade-in items are on the attached invoice.	
3. Unpaid balance of cash price: (difference between 1 and 2)	1185.46
4. Security Interest charge:	0.00
\$ 0.00 Processing fee	
\$ 0.00 to public officials (filing fees)	
5. Principal balance (Amount Financed): (sum of 3 and 4)	1185.46
6. Unpaid principal balance under prior Credit Sale Contract and Add-On Rider(s) -AND- under prior Extended Credit Purchase Money Security Agreements	4878.55
7. Other Charges: (Specify)	0.00
8. New Principal Balance (Amount Financed) (sum of 5 and 6 and 7):	6064.01
9. Amount of Finance Charge:	1793.71
10. TOTAL OF PAYMENTS (sum of 8 and 9)	7857.72
11. TOTAL CREDIT SALE PRICE (sum of 2 and 10):	7857.72

You agree to purchase the additional Property listed above and to pay for each additional Property as well as the Property purchased under the Credit Sale Contract and prior Add-on Riders according to the payment terms listed herein.

\*By providing the information on the unpaid principal balance under any prior Credit Sale Contract and any Add-on Rider(s) for this transaction, Snap-on Credit consents to the rescheduling of payments under the Credit Sale Contract and any Add-on Riders previously assigned to Snap-on Credit.\*

## \*\*\*\*\* DISCLOSURE OF TERMS \*\*\*\*\*

Your payment schedule will be:

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE
156	\$ 50.37	WEEKLY BEGINNING 10/23/2002

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL CREDIT SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you (estimated). Assumes payments are made as scheduled.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit.
18.0001	\$ 1793.71	\$ 6064.01	\$ 7857.72	\$ 7857.72

See above for an itemization of the Amount Financed.

Insurance: Credit life insurance and credit disability insurance are not required to obtain credit. You may obtain property insurance from anyone you want that is acceptable to Dealer or Dealer's assignee.

Security: You are giving a security interest in: (1) the goods or property being purchased; and (2) all other goods or property bearing the Snap-on/Sun Eleatic trademark. Filing fees or a fee for a Nonfiling Insurance Bond may be charged, if permitted, under applicable law. See itemization number 4.

Late Charge: If a payment is late, you will be charged 5% of the payment due, but not more than \$5.00 (or the maximum amount permitted under applicable law if less than the foregoing).

Prepayment: If you pay off early, you will not pay a penalty and you may be entitled to a refund of part of the finance charge.

See below and on the reverse side for any additional information about nonpayment, default, any prepayment in full before the scheduled date, and prepayment refunds and penalties.

BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT  
NOTICE TO THE BUYER

DO NOT SIGN THIS CONTRACT (CREDIT SALE CONTRACT) BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THE CONTRACT WHEN YOU SIGN IT. YOU HAVE THE FOLLOWING RIGHTS, AMONG OTHERS:

- (a) TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND OBTAIN A PARTIAL REFUND OF ANY UNEARNED FINANCE CHARGE;
- (b) TO REDEEM THE PROPERTY WITHIN THE TIME PROVIDED BY LAW IF REPOSSESSED FOR A DEFAULT;
- (c) TO REQUIRE, UNDER CERTAIN CONDITIONS, RESALE OF THE PROPERTY IF REPOSSESSED.

PHI OCT 23 2002

DATE

Dealer (Secured Party):

MARK BRISER

Buyer (Debtor):

RUSSELL PETERSON

Dated:

10/16/2002

Signature

Signature

141 TOWHILL RD

RD2 BOX 54P

PORT MATILDA, PA 16870-0000

BOOTSDALE, PA 16851-

Dealer assigns for value all right, title and interest in this agreement to Snap-on Credit Corporation, subject to acceptance by Snap-on Credit Corporation, which shall be the secured creditor under this Agreement in accordance with paragraph 4 on the reverse and Dealer's agreement with Snap-on Credit Corporation.

ORIGINAL COPY

THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS ON THE REVERSE SIDE

# Additional Terms

1. **Offer of Cash Sale or Payment Over Time.** Dealer has offered you a choice of buying the Property for a stated cash price payable immediately or within a limited number of days, or of buying those items for a Total Credit Sale Price which permits you to purchase them now but pay in installments over an extended period of time. The Total Credit Sale Price is more than the cash sale price because it includes a finance charge charged by Dealer to compensate Dealer for having to wait a period of time before collecting the full purchase price and for taking the risks involved in waiting that period of time.
2. **Payment Terms.** You agree to pay to Dealer or Dealer's assignee the Amount Financed plus finance charges applied to the outstanding balance thereof at the annual percentage rate set forth on the face during the time any balance under the Agreement remains unpaid. You agree to make equal successive weekly payments (in cash, check or money order) as set forth under "Your payment schedule will be" on the front of this Agreement until all amounts due under this Agreement are paid (provided, that the final payment shall be in the amount of the unpaid balance.) You may prepay the balance of the Amount Financed without penalty at any time; and doing so will reduce the amount of Finance Charge you would otherwise be required to pay. Unless you prepay the entire balance outstanding, however, the amount you are required to pay each week will remain the same, with any adjustments being reflected in the last payment and in the number of payments. If you make any overpayment, we will not be required to refund amounts less than \$1.00. If you pay the amount due under this Agreement late, the finance charge will continue to accrue on the unpaid balance. In that event, your last payment may be increased to pay the full balance due. Unless otherwise prohibited by applicable law, unpaid Finance Charges will be added to the balance of the Amount Financed and additional Finance Charges will thereafter accrue thereon. If you have previously purchased merchandise pursuant to one or more Purchase Money Security Agreements (also known as "Extended Credit" contracts) that were assigned to Snap-on Credit Corporation, and you have not fully paid the balance due under any such agreements, then by entering into this Agreement you agree that the "net balance" remaining payable under such agreements will be transferred to the Amount Financed under this Credit Sale Contract if Dealer assigns this Agreement to Snap-on Credit as provided in Section 6 below. The "net balance" will be calculated by subtracting from the total of all remaining payments an amount determined to be the unearned time price differential according to the Rule of 78's except as otherwise required by law. You and Dealer may also agree to transfer to the Amount Financed any balance you may owe Dealer as a result of prior purchases pursuant to Revolving Account ("RA") credit Dealer has extended to you. You represent, warrant and agree that: (a) you are justly indebted to Dealer for the full amount of the Amount Financed plus finance charges accruing thereon (b) all information supplied and statements made by you in any financial or credit statement or application for credit before or at the same time as the execution of the Agreement are and will be correct, complete and genuine; and (c) any item used as a trace-in is free of all liens or other encumbrances, is fully paid for and you possess good and marketable title to it.
3. **Allocation of Payments.** Your payments will be allocated first to any finance charge in the order it is incurred, and then to the payment of the cash price of each purchase in the order in which the purchase was made, with the payments being applied to the oldest purchase first (purchases made on the same day are paid off based upon the lowest priced purchases first). Down payments and trade-ins will be applied to the cash price of all items on a pro rata basis.
4. **Grant of Security Interest.** (a) As security for your obligations under this Agreement, you hereby grant Dealer a purchase money security interest under the Uniform Commercial Code in each item of Property you purchase under this Agreement until that item is paid for. As further security for your obligations under this Agreement, in all states except Puerto Rico and elsewhere where prohibited by applicable law for agreements of this type, you hereby grant Dealer a non-purchase money security interest in each other item of tools, goods and equipment, previously purchased or hereafter acquired, from a Snap-on Dealer, and any and all goods and equipment manufactured or distributed by Snap-on Incorporated or bearing Snap-on Incorporated or Sun Electric Corporation trademarks or logos, together with all proceeds (including insurance proceeds), accessions, attachments, additions, substitutions and replacements to and of such items (the foregoing and the Property are collectively referred to as "Collateral"). If the net balance remaining payable will be unaffiliated and you agree that Dealer or Dealer's assignee will continue to hold a purchase money security interest in all merchandise purchased by you under such Extended Credit contract after such transfer. If this agreement is assigned to Snap-on Credit pursuant to section 6 below, and if the Amount Financed includes a transfer of a RA balance owed to Dealer, then Dealer hereby assigns to Snap-on Credit any security interest that Dealer may have in any merchandise reflected in the RA balance so transferred. In such case, Snap-on Credit shall continue to hold a purchase money security interest in such merchandise after such transfer. To the extent permitted by and subject to applicable law, you agree and hereby grant to Dealer and Snap-on Credit or its agent or assigns the power of attorney and right to sign on your behalf and file or record such financing statements or other documents as may be necessary to perfect or maintain the security interest granted by you under this Agreement.  
(b) You agree not to remove any Collateral from the county where the original sale was made without Dealer's written consent, that you will not sell or dispose of any Collateral and that you will keep the Collateral free and clear of any liens or other encumbrances until your entire balance due is paid in full.
5. **Insurance.** You will obtain and keep in force, for so long as Dealer or Dealer's successors and assigns has a security interest in any Collateral, fire and other casualty insurance on the Collateral in form, amount and written by insurers satisfactory to Dealer's, with loss payable to Dealer or Dealer's assignee as its interest shall appear. If you fail to do so, Dealer may at Dealer's option purchase such insurance, in which event you must pay the cost thereof to Dealer on demand. However, any failure of Dealer to obtain and keep in force such insurance, after your failure to do so, shall not release you from any obligations or liability under this Agreement. **Any insurance procured by Dealer under this section will not include insurance for property damage to others.**
6. **Assignment by Dealer.** (a) Dealer may hold this Agreement or Dealer may assign it for value to Snap-on Credit Corporation ("Snap-on Credit"). If Dealer assigns this Agreement to Snap-on Credit, then after such assignment: (i) Snap-on Credit, as assignee, shall have all the rights and remedies of Dealer under this Agreement; and all of your agreements, representations and warranties shall be deemed to have been made to Snap-on Credit with the same effect as if Snap-on Credit were an original party to this Agreement; and (ii) Dealer will not have any power or authority to exercise any such rights or remedies, give any consents under Section 4 (b) or change or modify this Agreement or any related document in any way.  
(b) If this Agreement is assigned to Snap-on Credit, you agree to deliver your payments to Dealer or directly to Snap-on Credit. The Dealer is not Snap-on Credit's agent for any purpose; if you make payments to your Dealer, the Dealer will be acting as your agent. In that capacity, the Dealer has agreed with Snap-on Credit to remit payments under this Agreement to Snap-on Credit on a regular basis. You will be credited with payment on the date Snap-on Credit receives payment from the Dealer. Snap-on Credit will credit you with payment and waive additional finance charges and late charges on any installment regardless of when payment is received from the Dealer. If you have proof of your timely payment to the Dealer (such as a valid receipt or canceled check). Alternatively, you may make any payments (by electronic transfer, check or money order payable to Snap-on Credit, and not cash) directly to Snap-on Credit at the address provided to you by Snap-on Credit, in which case you will be credited with payment on the date Snap-on Credit receives the payment. Snap-on Credit may require you to make payments directly to it. In all events, payments received by Snap-on Credit after 10:00 a.m. will be credited on the next business day. Snap-on Credit's business days are Monday through Friday; holidays are not included.
7. **Additional Charges.** In addition to paying the Total Credit Sale Price for the Property, you agree to pay the additional charges listed below that may be assessed. Assessment of a fee does not waive Dealer's right to insist on strict compliance with this Agreement by you at any time.  
(a) **Security Interest Charges.** To the extent permitted by and subject to applicable law, you will be assessed a Security Interest Charge to cover (i) fees and charges prescribed by law which are or will be paid to public officials for determining the existence of or for perfecting, releasing or satisfying the security interest you granted hereunder, or (ii) the premium or other costs payable for any insurance or bond in lieu of perfecting such security interest, which will not exceed the aggregate fees and charges described in clause (i) that would otherwise be payable.  
(b) **Late Charges.** To the extent permitted by and subject to applicable law, if you fail to make payments under this Agreement within 30 days after the date due, you may be assessed a Late Charge of 5% of the payment due but not more than \$5.00 (or the maximum amount permitted by law if less than the foregoing).  
(c) **NFS Check Charges.** To the extent permitted by and subject to applicable law, if you fail to make payment by check and your check is not paid because of non-sufficient funds in your checking account, you may be assessed a NSF Check Charge of \$10.00 or if less the maximum amount permitted by applicable law.  
(d) **Legal Fees.** In addition to the full amount owed and any court costs, to the extent permitted by and subject to applicable law, if any matter arising out of your default under this Agreement is referred to an attorney who is not a salaried employee of Snap-on Credit to collect the amount you owe or to repossess any Collateral or otherwise, you agree to pay all actual and reasonable attorneys' fees or such lesser amount as may be permitted by applicable law.
8. **Events of Default; Acceleration.** (a) The occurrence of any one of the following events constitutes a default under this agreement: (i) You do not pay at least the minimum payments due or you otherwise become delinquent on any other obligations to Dealer, or if this agreement is assigned, to such assignee; (ii) You file or consent to the filing of bankruptcy or similar proceedings against you or you become insolvent or that your financial condition deteriorates significantly and it appears likely that you will not be able to repay Dealer for any reason, (iii) You file, become imprisoned, or are declared legally incompetent; (iv) You at any time give Dealer information that is inaccurate, misleading or incomplete; or (v) You fail to comply with any terms or conditions of this Agreement.  
(b) Dealer, or if this Agreement is assigned, Dealer's assignee will have all the rights and remedies of a secured creditor under the Uniform Commercial Code and any other applicable laws. In addition, if any one of these events of default occurs, subject to any right you may have under applicable law to receive notice of and to cure such default, at Dealer's option Dealer may: (i) declare the entire unpaid balance due under this Agreement immediately due and payable; and (ii) repossess any Collateral in which Dealer still retains a security interest, but Dealer will do so only in the manner and to the extent permitted by applicable law. If Dealer repossesses any repossessed Collateral, Dealer agrees to pay you any surplus remaining (after deduction of the costs of repossession and sale and other costs, to the extent permitted by law) and you agree to pay Dealer any deficiency in accordance with the Uniform Commercial Code. Dealer may accept late payments, partial payments or any payments market as being payment in full or as being settlement for any dispute without prejudicing any of Dealer's rights under this Agreement or in any way amending this Agreement. Dealer's failure or delay at any time to exercise any of Dealer's contract or other legal or equitable rights shall not be deemed a waiver of those rights or of the right to exercise Dealer's rights at any other time. If Snap-on Credit becomes the secured party under this Agreement, you agree that Snap-on Credit is commercially reasonable for repossessed Collateral to be sold at public or private sale in any state or territory permitted by Snap-on Credit to dealers or others in its or their place, with or without the Collateral being physically present at used tool prices. The term "Buyer" and "Dealer" as used in this Agreement shall mean "dealer" and "secured party" respectively and include the heirs, executors or administrators, successors and permitted assigns of those parties.
9. **Governing Law.** This Agreement will be governed by the laws of the State of your address stated in this Agreement. Certain provisions of this Agreement are, however, modified after the Federal Truth in Lending Act and Regulation Z (hereunder or similar state statutes and regulations); however, you agree that the extent that such statutes and regulation relate only to transactions entered into for personal, household or family purposes, or otherwise excluded business or commercial transactions, such statutes and regulations do not govern this Agreement unless expressly provided for in the statute or regulation.
10. **Transfer of Agreement.** Without prior notice to or approval from you, Dealer reserves the right to sell or transfer this Agreement in whole or in part, to another entity or person. You cannot, however, transfer this Agreement or rights and obligations under this Agreement to another entity or person.
11. **Severability; Entire Agreement.** If any term or provision, including the Assignment of the Agreement, is held void, voidable, limited or unenforceable, under any statute or court decision, or any governmental rule or regulation, the remainder of the Agreement shall remain effective; and any such ineffectiveness shall not affect the validity or enforceability of this Agreement in any other jurisdiction. This Agreement, any previous credit sale contracts, and (any written Addenda/Riders hereto signed by both parties) constitute the entire agreement between the parties regarding the subject matter hereof. The parties agree that no oral changes to the Agreement are permissible and that no oral representations or amendments affecting this Agreement have been made or relied upon by either party. **IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.**

Notice to Assignee, (Puerto Rico Residents). The assignee of this retail installment contract shall be subject in equal conditions to any claim or defense that the buyer may raise against the seller. The assignee of the contract shall have the right to file against the seller all the claims and defenses that the buyer may raise against the seller of the goods or services.

Notice to Maryland Residents. This Agreement is entered into pursuant to Subtitle 10 (Credit Grantor Closed End Credit Provisions) of Md. Code Ann., Fin. Inst., §12-100 et seq.

SALE DATE 10/16/2002

**S N A P - O N T O O L S**  
**I N V O I C E**  
**CREDIT SALE RECEIPT**

PAGE 1

AUTHORIZED DEALER :

MARK HESSER  
 141 TOWHILL RD  
 PORT MATILDA, PA  
 16870-0000  
 TELEPHONE : 814-692-5241  
 MOBILE : 814-571-7239

SOLD TO :  
 RUSS PETERSON 3-17-10  
 RD2 BOX 54F

HOUTZDALE, PA  
 16651-  
 TELEPHONE : 814-378-8992

CUST ACCOUNT # 187-38-8945

P.O. # =  
 SALE TYPE = CREDIT SALE  
 INVOICE NO. = 132581

TAX RATE = 6.000%

QTY.	PRODUCT NO.	DESCRIPTION	EACH	COMMENTS	LC LINE	TOTAL
1)	2	GAE56C1	1.84		0	3.68
3)	1	FLF936	88.25		0	88.25
4)	1	RATRANSFER	1088.01	RA TRANS/	7	
		SEE ATTACHED ITEMS				
				SUB TOTAL		91.93
				TAX APPLIED		5.52
				TOTAL PRICE INCLUDING TAX		97.45

\*\*\*\*\* WEAR SAFETY GOGGLES \*\*\*\*\*  
 \*\*\*\*\* USE THE RIGHT TOOL \*\*\*\*\*  
 \*\*\*\*\* USE THE TOOL PROPERLY \*\*\*\*\*  
 \*\*\*\*\* MAINTAIN THE TOOL REGULARLY \*\*\*\*\*

1.	Total Cash Sale Price .....	1185.46
2.	Amount of down payment and/or trade-in ...	0.00
	A. Down payment .....	0.00
	B. Trade-in .....	0.00
3.	Unpaid balance of cash price .....	1185.46
4.	Security interest charge .....	0.00
5.	Principal Balance (Amount Financed) .....	1185.46
6.	Unpaid Prior Balance .....	4878.55
7.	Other Charges .....	0.00
8.	New Principal Balance (Amount Financed) ..	6064.01
9.	Amount of Finance Charge .....	1793.71
10.	TOTAL OF PAYMENTS .....	7857.72
11.	TOTAL CREDIT SALE PRICE .....	7857.72
156	WEEKLY PAYMENTS OF 50.37 ESTIMATED AT 18.000 % APR	

SNAP ON TOOL SHOW OCT 23RD 4PM-? DOOR PRIZES DEALS DEALS DEALS  
 BALD EAGLE FIRE HALL DON'T MISS IT!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!

CUSTOMER AGREES THAT THIS CREDIT SALE IS GOVERNED BY THE PURCHASE MONEY SECURITY AGREEMENT OR THE CREDIT SALE CONTRACT  
 AND ANY RIDERS ( "EC CONTRACT" ) BETWEEN DEALER OR SNAP-ON AND CUSTOMER.

Customer acknowledges delivery and acceptance of the goods described in this receipt and promises to pay to the order of Dealer, Snap-on or their assigns, the Total Credit Sales Price. Customer grants to Dealer or Snap-on or their assigns (except to the extent prohibited by law) a security interest in the goods and equipment listed on this receipt and certain other goods and equipment in accordance with the EC Contract.

CUSTOMER: 

Date :	10/16/02 16:09:24	RECEIPT FOR PAYMENTS	Receipt No. - 132581
ACCT	OPENING	SALE PAYMENT CLOSING	
CASH	0.00	0.00	(-- CASH DOWNPAYMENT
R/A	1088.01	-1088.01	R/A Rollover Amt
E.C.	0.00	0.00	
ReAssigned	0.00	0.00	
C.S.	NEW SALE	7857.72	Opening Bal In Sale
O/A	0.00	0.00	
	=====	=====	

3-17-10

DATE : 10/16/2002  
DEALER: MARK HESSER

AUTHORIZED SNAP-ON DEALER  
C U S T O M E R   S T A T E M E N T

PAGE : 1

ROUTE ... : 30466

\*\* CUSTOMER INFORMATION \*\*  
3-17-10 RUSS PETERSON  
RD2 BOX 54F

HOUTZDALE, PA  
16651-  
TEL:814-378-8992  
ACT:187-38-8945

\*\* DEALER INFORMATION \*\*

MARK HESSER  
141 TOWHILL RD  
PORT MATILDA, PA  
16870-0000  
TEL:814-692-5241

ACCOUNT TYPE : REVOLVING ACCOUNT (R/A) DATE : 10/09/2002

DATE	ORDER NO	PURCHASE	PAYMENT	BALANCE	QTY	PRODUCT	LINE TOTAL	TAX	GST
01/09/2002	124048	37.52	10.00	174.42					
					1	BF200	35.40	2.12	
01/16/2002	124830	0.00	10.00	164.42					
01/23/2002	125052	0.00	10.00	154.42					
02/06/2002	125485	0.00	20.00	134.42					
02/13/2002	125680	129.55	10.00	253.97					
					1	AT118	104.95	6.30	
					1	MMM05538	17.26	1.04	
02/20/2002	125911	0.00	10.00	243.97					
02/27/2002	125919	56.71	10.00	290.68					
					1	BF750	53.50	3.21	
03/13/2002	126562	0.00	10.00	280.68					
03/20/2002	126804	0.00	10.00	270.68					
04/03/2002	127235	0.00	10.00	260.68					
04/10/2002	127449	0.00	10.00	250.68					
04/17/2002	127631	0.00	10.00	240.68					
04/24/2002	127841	0.00	10.00	230.68					
					1	RKRCF830	0.00	0.00	
05/08/2002	128191	0.00	10.00	220.68					
05/15/2002	128393	81.41	10.00	292.09					
					1	HPS202	30.90	1.85	
					1	BD450892-02	20.95	1.26	
					1	MR3828	24.95	1.50	
05/22/2002	128610	0.00	10.00	282.09					
05/29/2002	128798	0.00	0.00	282.09					
06/12/2002	129233	0.00	10.00	272.09					
06/26/2002	129668	0.00	10.00	262.09					
07/10/2002	130007	0.00	10.00	252.09					
07/17/2002	130235	0.00	10.00	242.09					
07/24/2002	130461	0.00	10.00	232.09					
08/07/2002	130864	97.52	10.00	319.61					
					1	REPAIR	92.00	5.52	
08/14/2002	131094	0.00	20.00	299.61					
08/21/2002	131291	0.00	10.00	289.61					
09/04/2002	131485	0.00	10.00	279.61					
					1	FPD22E2	0.00	0.00	
09/11/2002	131750	18.87	10.00	288.48					
					1	YA20BA	17.80	1.07	

\*\* CONTINUES ON NEXT PAGE \*\*

DATE : 10/16/2002 AUTHORIZED SNAP-ON DEALER PAGE : 2  
 DEALER: MARK HESSER CUSTOMER STATEMENT ROUTE ... : 30466

\*\* CUSTOMER INFORMATION \*\*  
 3-17-10 RUSS PETERSON  
 RD2 BOX 54F  
 HOUTZDALE, PA  
 16651-  
 TEL:814-378-8992  
 ACT:187-38-8945

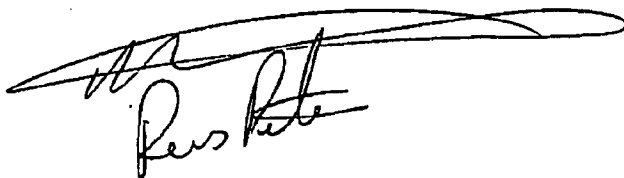
\*\* DEALER INFORMATION \*\*  
 MARK HESSER  
 141 TOWHILL RD  
 PORT MATILDA, PA  
 16870-0000  
 TEL:814-692-5241

ACCOUNT TYPE : REVOLVING ACCOUNT (R/A) DATE : 10/09/2002

P A Y M E N T R E C O R D									
DATE	ORDER NO	PURCHASE	PAYMENT	BALANCE	QTY	PRODUCT	LINE TOTAL	TAX	GST
09/18/2002	131961	0.00	10.00	278.48					
09/25/2002	132162	0.00	0.00	278.48					
10/02/2002	132346	648.20	0.00	926.68					
					1	SGDP42IR	15.15	0.91	
					1	212SFSMY	139.95	8.40	
					1	DBC221	101.95	6.12	
					1	IRC2112	237.50	14.25	
					1	AT425D	116.95	7.02	
10/09/2002	132356	161.33	0.00	1088.01					
					1	YA2155	22.00	1.32	
					1	207EFTXY	130.20	7.81	
Totals -		1231.11	290.00						

\*\* CURRENT FILE BALANCE = 1088.01

As per c/s # 132581







**CREDIT SALE CONTRACT  
(RETAIL INSTALLMENT CONTRACT)  
Add-on Rider**

This Add-on Rider supplements and incorporates by reference all provisions, definitions, representations and conditions in the Credit Sale Contract between Buyer and Dealer dated 10/06/1999 ("Credit Sale Contract") and any prior Add-on Riders relating to the Credit Sale Contract. BUYER REPRESENTS AND WARRANTS THAT THE PROPERTY PURCHASED HEREUNDER IS TO BE USED PRIMARILY FOR COMMERCIAL OR BUSINESS PURPOSES AND NOT PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

DESCRIPTION OF PROPERTY		ITEMIZATION OF TOTAL CREDIT SALE PRICE	
Per Attached Invoice No. 139168 Date: 06/11/2003			
		1. Total cash sale price: .....	\$ 450.31
		2. Amount of down payment and/or trade-in: .....	\$ 0.00
		A. Down payment .....	\$ 0.00
		B. Trade-in items .....	\$ 0.00
		Description of trade-in items are on the attached invoice.	
		3. Unpaid balance of cash price: .....	\$ 450.31
		(difference between 1 and 2)	
		4. Security Interest charge: .....	\$ 0.00
		\$ 0.00 Processing fee	
		-OR-	
		\$ 0.00 to public officials (filing fees)	
		5. Principal balance (Amount Financed): .....	\$ 450.31
		(sum of 3 and 4)	
		6. Unpaid principal balance under prior Credit Sale Contract and Add-On Rider(s) -AND- under prior Extended Credit Purchase Money Security Agreements .....	\$ 5737.87
		7. Other Charges: (Specify) .....	\$ 0.00
		8. New Principal Balance (Amount Financed) (sum of 5 and 6 and 7):	\$ 6188.18
		9. Amount of Finance Charge: .....	\$ 1830.22
		10. TOTAL OF PAYMENTS (sum of 8 and 9) .....	\$ 8018.40
		11. TOTAL CREDIT SALE PRICE (sum of 2 and 10): .....	\$ 8018.40
Sales Tax	9.00		
Total Cash Sale Price	450.31		

You agree to purchase the additional Property listed above and to pay for such additional Property as well as the Property purchased under the Credit Sale Contract and prior Add-on Riders according to the payment terms listed herein. "By providing the information on the unpaid principal balance under any prior Credit Sale Contract and any Add-on Rider(s) for this transaction, Snap-on Credit consents to the rescheduling of payments under the Credit Sale Contract and any Add-on Riders previously assigned to Snap-on Credit."

\*\*\*\*\* DISCLOSURE OF TERMS \*\*\*\*\*  
Your payment schedule will be:  
NUMBER OF PAYMENTS 156 AMOUNT OF PAYMENTS \$ 51.40 WHEN PAYMENTS ARE DUE WEEKLY BEGINNING 06/18/2003

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL CREDIT SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you (estimated). Assumes payments are made as scheduled.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit.
18.000%	\$ 1830.22	\$ 6188.18	\$ 8018.40	\$ 8018.40

See above for an itemization of the Amount Financed.

**Insurance:** Credit life insurance and credit disability insurance are not required to obtain credit. You may obtain property insurance from anyone you want that is acceptable to Dealer or Dealer's assignee.

**Security:** You are giving a security interest in: (1) the goods or property being purchased; and (2) all other goods or property bearing the Snap-on/Sun Electric trademark. Filing fees or a fee for a Nonfiling insurance bond may be charged, if permitted, under applicable law. See itemization number 4.

**Late Charge:** If a payment is late, you will be charged 5% of the payment due, but not more than \$5.00 (or the maximum amount permitted under applicable law if less than the foregoing).

**Prepayment:** If you pay off early, you will not pay a penalty and you may be entitled to a refund of part of the finance charge.

See below and on the reverse side for any additional information about nonpayment, default, any repayment in full before the scheduled date, and prepayment refunds and penalties.

\*\*\*\*\*

**BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT  
NOTICE TO THE BUYER**

DO NOT SIGN THIS CONTRACT (CREDIT SALE CONTRACT) BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THE CONTRACT WHEN YOU SIGN IT. YOU HAVE THE FOLLOWING RIGHTS, AMONG OTHERS:

- (a) TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND OBTAIN A PARTIAL REFUND OF ANY UNEARNED FINANCE CHARGE;
- (b) TO REDEEM THE PROPERTY WITHIN THE TIME PROVIDED BY LAW IF REPOSSESSED FOR A DEFAULT;
- (c) TO REQUIRE, UNDER CERTAIN CONDITIONS, RESALE OF THE PROPERTY IF REPOSSESSED.

Dealer (Secured Party):  
MAX HESSER  
Signature  
141 TOWHILL RD  
PORT MATILDA, PA 16870-0000

Buyer (Debtor):  
RUSS PETERSON  
Signature  
RD2 BOX 54F  
HOUTSDALE, PA 16651-

Dated: 6/11/2003  
BOS JUN 19 2003

5178

Dealer assigns for value all right, title and interest in this agreement to Snap-on Credit Corporation, subject to acceptance by Snap-on Credit Corporation, which shall be the secured creditor under this Agreement in accordance with paragraph 4 on the reverse and Dealer's agreement with Snap-on Credit Corporation.

**ORIGINAL COPY**

**THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS ON THE REVERSE SIDE**

Additional Terms

1. Offer of Cash Sale or Payment Over Time. Dealer has offered you a choice of buying the Property for a stated cash price payable immediately or within a limited number of days, or of buying those items for a Total Credit Sale Price which permits you to purchase them now, but pay in installments over an extended period of time. The Total Credit Sale Price is more than the cash sale price because it includes a finance charge charged by Dealer to compensate Dealer for having to wait a period of time before collecting the full purchase price and for taking the risks involved in waiting that period of time.
2. Payment Terms. You agree to pay to Dealer or Dealer's assignee the Amount Financed plus finance charges applied to the outstanding balance thereof at the annual percentage rate set forth on the face during the time any balance under this Agreement remains unpaid. You agree to make equal successive weekly payments (in cash, check or money order) as set forth under "Your payment schedule will be" on the front of this Agreement until all amounts due under this Agreement are paid (provided, that the final payment shall be in the amount of the unpaid balance). You may prepay the balance of the Amount Financed without penalty at any time, and doing so will reduce the amount of Finance Charge you would otherwise be required to pay. Unless you prepay the entire balance outstanding, however, the amount you are required to pay each week will remain the same, with any adjustments being reflected in the last payment and in the number of payments. If you make any overpayment, we will not be required to refund amounts less than \$1.00. If you pay the amount due under this Agreement late, the finance charge will continue to accrue on the unpaid balance. In that event, your last payment may be increased to pay the full balance due. Unless otherwise prohibited by applicable law, unpaid Finance Charges will be added to the balance of the Amount Financed and additional Finance Charges will thereafter accrue thereon. If you have previously purchased merchandise pursuant to one or more Purchase Money Security Agreements (also known as "Extended Credit" contracts) that were assigned to Snap-on Credit Corporation, and you have not fully paid the balance due under any such agreements, then by entering into this Agreement, you agree that the "net balance" remaining payable under such agreements will be transferred to the Amount Financed under this Credit Sale Contract if Dealer assigns this Agreement to Snap-on Credit as provided in Section 6 below. The "net balance" will be calculated by subtracting from the total of all remaining payments an amount determined to be the unearned time price differential according to the Rule of 78's except as otherwise required by law. You and Dealer may also agree to transfer to the Amount Financed any balance you may owe Dealer as a result of prior purchases pursuant to Revolving Account ("RA") credit dealer has extended to you. You represent, warrant and agree that: (a) you are justly indebted to Dealer for the full amount of the Amount Financed plus finance charges accruing thereon; (b) all information supplied and statements made by you in any financial or credit statement or application for credit before or at the same time as the execution of the Agreement are and will be correct, complete and genuine; and (c) any item used as a trade-in is free of all liens or other encumbrances, is fully paid for and you possess good and marketable title to it.
3. Allocation of Payments. Your payments will be allocated first to any finance charge in the order it is incurred, and then to the payment of the cash price of each purchase in the order in which the purchase was made, with the payments being applied to the oldest purchase first (purchases made on the same day are paid off based upon the lowest priced purchases first). Down payments and trade-ins will be applied to the cash price of all items on a pro rata basis.
4. Grant of Security Interest. (a) As security for your obligations under this Agreement, you hereby grant Dealer a purchase money security interest under the Uniform Commercial Code in each item of Property you purchase under this Agreement until that item is paid for. As further security for your obligations under this Agreement, in all states except Puerto Rico and elsewhere where prohibited by applicable law for agreements of this type, you hereby grant Dealer's non-purchase money security interest in each other item of tools, goods and equipment, previously purchased or hereafter acquired, from a Snap-on Dealer, and any and all goods and equipment manufactured or distributed by Snap-on Incorporated or bearing Snap-on Incorporated or Sun Electric Corporation trademarks or logos, together with all proceeds (including insurance proceeds), accessions, attachments, additions, substitutions and replacements to and of such items (the foregoing and the Property are collectively referred to as "Collateral"). If the net balance remaining payable will be unaffected or you agree that Dealer or Dealer's assignee will continue to hold a purchase money security interest in all merchandise purchased by you under such Extended Credit contract after such transfer, if this agreement is assigned to Snap-on Credit pursuant to section 6 below, and if the Amount Financed includes a transfer of a RA balance owed to Dealer, then Dealer hereby assigns to Snap-on Credit any security interest that Dealer may have in any merchandise reflected in the RA balance so transferred. In such case, Snap-on Credit shall continue to hold a purchase money security interest in such merchandise after such transfer. To the extent permitted by and subject to applicable law, you agree and hereby grant to Dealer and Snap-on Credit or its agent or assigns the power of attorney and right to sign on your behalf and file or record such financing statements or other documents as may be necessary to perfect or maintain the security interest granted by you under this Agreement.  
(b) You agree not to remove any Collateral from the county where the original sale was made without Dealer's written consent, that you will not sell or dispose of any Collateral and that you will keep the Collateral free and clear of any liens or other encumbrances until your entire balance due is paid in full.
5. Insurance. You will obtain and keep in force, for so long as Dealer or Dealer's successors and assigns has a security interest in any Collateral, fire and other casualty insurance on the Collateral in form, amount and written by insurers satisfactory to Dealer's, with loss payable to Dealer or Dealer's assignee as its interest shall appear. If you fail to do so, Dealer may at Dealer's option purchase such insurance, in which event you must pay the cost thereof to Dealer on demand. However, any failure of Dealer to obtain and keep in force such insurance, after your failure to do so, shall not release you from any obligations or liability under this Agreement. Any insurance procured by Dealer under this section will not include insurance for property damage to others.
6. Assignment by Dealer. (a) Dealer may, at its option, assign this Agreement, or Dealer may assign it for cause to Snap-on Credit Corporation ("Snap-on Credit"). If Dealer assigns this Agreement to Snap-on Credit, then all of such assignments to Snap-on Credit, as assignee, shall have all the rights and remedies of Dealer under this Agreement and all of your agreements, representations and warranties shall be deemed to have been made to Snap-on Credit with the same effect as if Snap-on Credit were an original party to this Agreement; and (i) Dealer will not have any power or authority to exercise any such rights or remedies, give any consents under Section 4 (b) or change or modify this Agreement or any related document in any way.  
(b) If this Agreement is assigned to Snap-on Credit, you agree to deliver your payments to Dealer or directly to Snap-on Credit. The Dealer is not Snap-on Credit's agent for any purpose; if you make payments to your Dealer, the Dealer will be acting as your agent. In that capacity, the Dealer has agreed with Snap-on Credit to remit payments under this Agreement to Snap-on Credit on a regular basis. You will be credited with payment on the date Snap-on Credit receives payment from the Dealer. Snap-on Credit will credit you with payment and waive additional finance charges and late charges on any installment regardless of when payment is received from the Dealer. If you have proof of your timely payment to the Dealer (such as a valid receipt or canceled check), Alternatively, you may make any payments (by electronic transfer, check or money order payable to Snap-on Credit, and not cash) directly to Snap-on Credit at the address provided to you by Snap-on Credit; in which case you will be credited with payment on the date Snap-on Credit receives the payment. Snap-on Credit may require you to make payments directly to it. In all events, payments received by Snap-on Credit after 10:00 a.m. will be credited on the next business day. Snap-on Credit's business days are Monday through Friday; holidays are not included.
7. Additional Charges. In addition to paying the Total Credit Sale Price for the Property, you agree to pay the additional charges listed below that may be assessed. Assessment of a fee does not waive Dealer's right to insist on strict compliance with this Agreement by you at any time.  
(a) Security Interest Charges. To the extent permitted by and subject to applicable law, you will be assessed a Security Interest Charge to cover (i) fees and charges prescribed by law which are or will be paid to public officials for determining the existence of or for perfecting, releasing or satisfying the security interest you granted hereunder, or (ii) the premium or other costs payable for any insurance or bond in lieu of perfecting such security interest, which will not exceed the aggregate fees and charges described in clause (iii) that would otherwise be payable.  
(b) Late Charges. To the extent permitted by and subject to applicable law, if you fail to make payments under this Agreement within 30 days after the date due, you may be assessed a Late Charge of 5% of the payment due but not more than \$5.00 (or the maximum amount permitted by law if less than the foregoing).  
(c) NSF Check Charges. To the extent permitted by and subject to applicable law, if you fail to make payment by check and your check is not paid because of non-sufficient funds in your checking account, you may be assessed a NSF Check Charge of \$10.00 or if less the maximum amount permitted by applicable law.  
(d) Legal Fees. In addition to the full amount owed and any court costs, to the extent permitted by and subject to applicable law, if any matter arising out of your default under this Agreement is referred to an attorney who is not salaried employee of Snap-on Credit to enforce the amount you owe, or to repossess any Collateral or otherwise, you agree to pay all actual and reasonable attorneys' fees or such lesser amount as may be permitted by applicable law.
8. Events of Default; Acceleration. (a) The occurrence of any one of the following events constitutes a default under this Agreement: (i) You do not pay at least the minimum payments due or you otherwise become delinquent on any other obligations to Dealer, or if this agreement is assigned, to such assignee; (ii) You file or consent to the filing of bankruptcy or similar proceedings against you or you become insolvent; or that your financial condition deteriorates significantly and it appears likely that you will not be able to repay Dealer for any reason; (iii) You die, become imprisoned, or are declared legally incompetent; (iv) You at any time give Dealer information that is inaccurate, misleading or incomplete; or (v) You fail to comply with any terms or conditions of this Agreement.  
(b) Dealer, or if this Agreement is assigned, Dealer's assignee will have all the rights and remedies of a secured creditor under the Uniform Commercial Code and any other applicable laws. In addition, if any one of these events of default occurs, subject to any right you may have under applicable law to receive notice of and to cure such default, at Dealer's option Dealer may: (i) declare the entire unpaid balance due under this Agreement immediately due and payable; and (ii) repossess any Collateral in which Dealer still retains a security interest, but Dealer will do so only in the manner and to the extent permitted by applicable law. If Dealer resells any repossessed Collateral, Dealer agrees to pay you any surplus remaining (after deduction of the costs of repossession and sale and other costs to the extent permitted by law) and you agree to pay Dealer any deficiency in accordance with the Uniform Commercial Code. Dealer may accept late payments or any payments marked as being payment in full or as being settlement for any dispute without prejudicing any of Dealer's rights under this Agreement or in any way attending this Agreement. Dealer's failure or delay at any time to exercise any of Dealer's contract or other legal or equitable rights shall not be deemed a waiver of those rights or of the right to exercise Dealer's rights at any other time. If Snap-on Credit becomes the secured party under this Agreement, you agree that it is commercially reasonable for repossessed Collateral to be sold at public or private sales (in any state or county selected by Snap-on Credit) to dealers or others in lots or pieces (with or without the Collateral being physically present) at used lot prices. The term "Buyer" and "Dealer" as used in this Agreement also mean "debtor" and "secured party" respectively and include the heirs, executors, or administrators, successors and permitted assigns of those parties.
9. Governing Law. This Agreement will be governed by the laws of the State of your address stated in this Agreement. Certain provisions of this Agreement are generally modeled after the Federal Truth in Lending Act and Regulation Z thereunder or similar state statutes and regulations; however, you agree that to the extent that such statutes and regulation relate only to transactions entered into for personal, household or family purposes, or otherwise excluded business or commercial transactions, such statutes and regulations do not govern this Agreement unless expressly provided for in the statute or regulation.
10. Transfer of Agreement. Without prior notice to or approval from you, Dealer reserves the right to sell or transfer this Agreement in whole or in part, to another entity or person. You cannot, however, transfer this Agreement or rights and obligations under this Agreement to another entity or person.
11. Severability; Entire Agreement. If any term, provisions, or section of this Agreement is held void, voidable, invalid or unenforceable, under any statute or court decision, or any governmental rule or regulation, the remainder of the Agreement shall remain effective; and any such invalidity shall not affect the validity or enforceability of this Agreement in any other jurisdiction. This Agreement, any previous credit sale contracts, and any written Addenda/Riders hereto signed by both parties (constitute the entire agreement between the parties regarding the subject matter hereof. The parties agree that no oral changes to the Agreement are permissible and that no oral representations or amendments affecting this Agreement have been made or relied upon by either party. IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

Notice to Assignee, (Puerto Rico Residents). The assignee of this retail installment contract shall be subject in equal conditions to any claim or defense that the buyer may initiate against the seller. The assignee of the contract shall have the right to file against the seller all the claims and defenses that the buyer may raise against the seller of the goods or services.

Notice to Maryland Residents. This Agreement is entered into pursuant to Subtitle 10 (Credit Grantor Closed End Credit Provisions) of Md. Code Ann., Fin. Inst., §12-100 et seq.

MARK HESSER AUTHORIZED DEALER FOR  
S N A P - O N T O O L S

SALE DATE 06/11/2003

I N V O I C E  
CREDIT SALE RECEIPT

PAGE 1

SOLD BY :

MARK HESSER  
141 TOWHIP L RD

PORT MATILDA, PA

16870-0000

TELEPHONE : 814-692-5241

MOBILE : 814-571-7239

SOLD TO :

RUSS PETERSON 3-17-10  
RD2 BOX 54F

HOUTZDALE, PA

16651-

TELEPHONE : 814-378-8992

CUST ACCOUNT # 187-38-8945

P.O. # =

SALE TYPE = CREDIT SALE

INVOICE NO.- 139168

TAX RATE = 6.000%

QTY.	PRODUCT NO.	DESCRIPTION	EACH	COMMENTS	LC	LINE	TOTAL
1)	1 ET1470X	BUFFER	150.00		0		150.00
	SERIAL NO.	001568					
2)	1 YA6120	FAN CLUTCH WR SET UN	89.95	RA TRANS/	7		
3)	1 YAKS1	SOLD IRN KIT	104.95	RA TRANS/	7		
4)	1 HP650M	NUTSERT KIT-M	131.00	RA TRANS/	7		
5)	1 CT4G	CIRCUIT TSTR	42.95	RA TRANS/	7		
SUB TOTAL							150.00
TAX APPLIED							9.00
TOTAL PRICE INCLUDING TAX							159.00

\*\*\*\*\* WEAR SAFETY GOGGLES \*\*\*\*\*  
\*\*\*\*\* USE THE RIGHT TOOL \*\*\*\*\*  
\*\*\*\*\* USE THE TOOL PROPERLY \*\*\*\*\*  
\*\*\*\*\* MAINTAIN THE TOOL REGULARLY \*\*\*\*\*

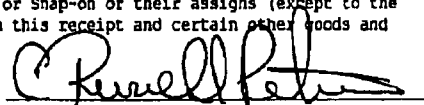
1.	Total Cash Sale Price .....	450.31
2.	Amount of down payment and/or trade-in ...	0.00
	A. Down payment .....	0.00
	B. Trade-in .....	0.00
3.	Unpaid balance of cash price .....	450.31
4.	Security interest charge .....	0.00
5.	Principal Balance (Amount Financed) .....	450.31
6.	Unpaid Prior Balance .....	5737.87
7.	Other Charges .....	0.00
8.	New Principal Balance (Amount Financed) ..	6188.18
9.	Amount of Finance Charge .....	1830.22
10.	TOTAL OF PAYMENTS .....	8018.40
11.	TOTAL CREDIT SALE PRICE .....	8018.40
156 WEEKLY PAYMENTS OF \$1.40 ESTIMATED AT 18.000 % APR		

\* \* W E A P P R E C I A T E Y O U R B U S I N E S S \* \*

CUSTOMER AGREES THAT THIS CREDIT SALE IS GOVERNED BY THE PURCHASE MONEY SECURITY AGREEMENT OR THE CREDIT SALE CONTRACT AND ANY RIDERS ( "EC CONTRACT" ) BETWEEN DEALER OR SNAP-ON AND CUSTOMER.

Customer acknowledges delivery and acceptance of the goods described in this receipt and promises to pay to the order of Dealer, Snap-on or their assigns, the Total Credit Sales Price. Customer grants to Dealer or Snap-on or their assigns (except to the extent prohibited by law) a security interest in the goods and equipment listed on this receipt and certain other goods and equipment in accordance with the EC Contract.

CUSTOMER:



Date : 06/11/03 16:29:37	RECEIPT FOR PAYMENTS			Receipt No.- 139168
ACCT	OPENING	SALE	PAYMENT	CLOSING
CASH	0.00		0.00	<-- CASH DOWNPAYMENT
R/A	291.31	-291.31	0.00	0.00 R/A Rollover Amt
EC	0.00	0.00	0.00	0.00
MISC	0.00	0.00	0.00	0.00
CS106165178	NEW SALE	8018.40	60.00	7958.40 Opening Bal In Sale
O/A	0.00	0.00	0.00	0.00



**CREDIT SALES CONTRACT  
(RETAIL INSTALLMENT CONTRACT)  
Add-on Rider**

This Add-on Rider supplements and incorporates by reference all provisions, definitions, representations and conditions in the Credit Sale Contract between Buyer and Dealer dated **10/06/1999** ("Credit Sale Contract") and any prior Add-on Riders relating to the Credit Sale Contract. BUYER REPRESENTS AND WARRANTS THAT THE PROPERTY PURCHASED HEREUNDER IS TO BE USED PRIMARILY FOR COMMERCIAL OR BUSINESS PURPOSES AND NOT PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

DESCRIPTION OF PROPERTY  
Per Attached Invoice No. **10141** Date: **11/14/2003**

**ITEMIZATION OF TOTAL CREDIT SALE PRICE**

1. Total cash sale price:	\$	4478.92
2. Amount of down payment and/or trade-in:	\$	0.00
A. Down payment	\$	0.00
B. Trade-in items	\$	0.00
Description of trade-in items are on the attached invoice.		
3. Unpaid balance of cash price: (difference between 1 and 2)	\$	4478.92
4. Security Interest charge:	\$	94.00
\$ 0.00 Processing fee		
-OR-		
\$ 94.00 to public officials (filing fees)		
5. Principal balance (Amount Financed): (sum of 3 and 4)	\$	4572.92
6. Unpaid principal balance under prior Credit Sale Contract and Add-On Rider(s) -AND- under prior Extended Credit Purchase Money Security Agreements.	\$	5686.55
7. Other Charges: (Specify)	\$	0.00
8. New Principal Balance (Amount Financed) (sum of 5 and 6 and 7):	\$	10259.47
9. Amount of Finance Charge:	\$	5317.13
10. TOTAL OF PAYMENTS (sum of 8 and 9)	\$	15576.60
11. TOTAL CREDIT SALE PRICE (sum of 2 and 10):	\$	15576.60

Sales Tax **253.52**  
Total Cash Sale Price **4478.92**

You agree to purchase the additional Property listed above and to pay for such additional Property as well as the Property purchased under the Credit Sale Contract and prior Add-on Riders according to the payment terms listed herein.

"By providing the information on the unpaid principal balance under any prior Credit Sale Contract and any Add-on Rider(s) for this transaction, Snap-on Credit consents to the rescheduling of payments under the Credit Sale Contract and any Add-on Riders previously assigned to Snap-on Credit."

**\*\*\*\*\* DISCLOSURE OF TERMS \*\*\*\*\***

Your payment schedule will be:

<b>NUMBER OF PAYMENTS</b>	<b>AMOUNT OF PAYMENTS</b>	<b>WHEN PAYMENTS ARE DUE</b>
<b>260</b>	<b>\$ 59.91</b>	<b>WEEKLY BEGINNING 11/21/2003</b>

<b>ANNUAL PERCENTAGE RATE</b>	<b>FINANCE CHARGE</b>	<b>AMOUNT FINANCED</b>	<b>TOTAL OF PAYMENTS</b>	<b>TOTAL CREDIT SALE PRICE</b>
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you (estimated). Assumes payments are made as scheduled.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit.
18.0000	\$ 5317.13	\$ 10259.47	\$ 15576.60	\$ 15576.60

See above for an itemization of the Amount Financed.

**Insurance:** Credit life insurance and credit disability insurance are not required to obtain credit. You may obtain property insurance from anyone you want that is acceptable to Dealer or Dealer's assignee.

**Security:** You are giving a security interest in: (1) the goods or property being purchased; and (2) all other goods or property bearing the Snap-on/Sun Electric trademark. Filing fees or a fee for a Nonfiling insurance bond may be charged, if permitted, under applicable law. See itemization number 4.

**Late Charge:** If a payment is late, you will be charged 5% of the payment due, but not more than \$5.00 (or the maximum amount permitted under applicable law if less than the foregoing).

**Prepayment:** If you pay off early, you will not pay a penalty and you may be entitled to a refund of part of the finance charge.

See below and on the reverse side for any additional information about nonpayment, default, any repayment in full before the scheduled date, and prepayment refunds and penalties.

**BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT  
NOTICE TO THE BUYER**

DO NOT SIGN THIS CONTRACT (CREDIT SALE CONTRACT) BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THE CONTRACT WHEN YOU SIGN IT. YOU HAVE THE FOLLOWING RIGHTS, AMONG OTHERS:

- (a) TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND OBTAIN A PARTIAL REFUND OF ANY UNEARNED FINANCE CHARGE;
- (b) TO REDEEM THE PROPERTY WITHIN THE TIME PROVIDED BY LAW IF REPOSSESSED FOR A DEFAULT;
- (c) TO REQUIRE, UNDER CERTAIN CONDITIONS, RESALE OF THE PROPERTY IF REPOSSESSED.

Dealer (Secured Party):

Buyer (Debtor):

MATTHEW E. WILBURN

RUSS PETERSON

Dated: 11/14, 2003

Signature

Signature

BOS

NOV 20 2003

RD #3 BOX 413

TYRONE, PA 16686-

RD2 BOX 54F

HOUTZDALE, PA 16651-

Dealer assigns for value all right, title and interest in this agreement to Snap-on Credit Corporation, subject to acceptance by Snap-on Credit Corporation, which shall be the secured creditor under this Agreement in accordance with paragraph 4 on the reverse and Dealer's agreement with Snap-on Credit Corporation.

**ORIGINAL COPY**

**THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS ON THE REVERSE SIDE**

# Additional Terms

1. **Offer of Cash Sale or Payment Over Time.** Dealer has offered you a choice of buying the Property for a stated cash price payable immediately or within a limited number of days, or of buying those items for a Total Credit Sale Price which permits you to purchase them now, but pay in installments over an extended period of time. The Total Credit Sale Price is more than the cash sale price because it includes a finance charge charged by Dealer (a compensable Dealer for having to wait a period of time before collecting the full purchase price and for taking the risks involved in waiting that period of time).
2. **Payment Terms.** You agree to pay to Dealer or Dealer's assignee the Amount Financed plus finance charges applied to the outstanding balance thereof at the annual percentage rate set forth on the face during the time any balance under the Agreement remains unpaid. You agree to make equal successive weekly payments (in cash, check or money order) as set forth under "Your payment schedule will be" on the front of this Agreement until all amounts due under this Agreement are paid (provided, that the final payment shall be in the amount of the unpaid balance.) You may prepay the balance of the Amount Financed without penalty at any time, and doing so will reduce the amount of Finance Charge you would otherwise be required to pay. Unless you prepay the entire balance outstanding, however, the amount you are required to pay each week will remain the same, with any adjustments being reflected in the last payment and in the number of payments. If you make any overpayment, we will not be required to refund amounts less than \$1.00. If you pay the amount due under this Agreement late, the finance charge will continue to accrue on the unpaid balance. In that event, your last payment may be increased to pay the full balance due. Unless otherwise prohibited by applicable law, unpaid Finance Charges will be added to the balance of the Amount Financed and additional Finance Charges will thereafter accrue thereon. If you have previously purchased merchandise pursuant to one or more Purchase Money Security Agreements (also known as "Extended Credit" contracts) that were assigned to Snap-on Credit Corporation, and you have not fully paid the balance due under any such agreements, then by entering into this Agreement, you agree that the "net balance" remaining payable under such agreements will be transferred to the Amount Financed under this Credit Sale Contract if Dealer assigns this Agreement to Snap-on Credit as provided in Section 6 below. The "net balance" will be calculated by subtracting from the total of all remaining payments an amount determined to be the unearned time price differential according to the Rule of 78's except as otherwise required by law. You and Dealer may also agree to transfer to the Amount Financed any balance you may owe Dealer as a result of prior purchases pursuant to Revolving Account ("RA") credit dealer has extended to you. You represent, warrant and agree that: (a) you are justly indebted to Dealer for the full amount of the Amount Financed plus finance charges accruing thereon (b) all information supplied and statements made by you in any financial or credit statement or application for credit before or at the same time as the execution of the Agreement are and will be correct, complete and genuine; and (c) any item used as a trade-in is free of all liens or other encumbrances, is fully paid for and you possess good and marketable title to it.
3. **Allocation of Payments.** Your payments will be allocated first to any finance charge in the order it is incurred, and then to the payment of the cash price of each purchase in the order in which the purchase was made, with the payments being applied to the oldest purchase first (purchases made on the same day are paid off based upon the lowest priced purchases first). Down payments and trade-ins will be applied to the cash price of all items on a pro rata basis.
4. **Grant of Security Interest.** (a) As security for your obligations under this Agreement, you hereby grant Dealer a purchase money security interest under the Uniform Commercial Code in each item of Property you purchase under this Agreement until that item is paid for. As further security for your obligations under this Agreement, in all states except Puerto Rico and elsewhere where prohibited by applicable law for agreements of this type, you hereby grant Dealer a non-purchase money security interest in each other item of tools, goods and equipment, previously purchased or hereafter acquired, from a Snap-on Dealer, and any and all goods and equipment manufactured or distributed by Snap-on Incorporated or bearing Snap-on Incorporated or Sun Electric Corporation trademarks or logos, together with all proceeds (including insurance proceeds), accessions, attachments, additions, substitutions and replacements to and of such items (the foregoing and the Property are collectively referred to as "Collateral"). If the net balance remaining payable will be unaffected and you agree that Dealer or Dealer's assignee will continue to hold a purchase money security interest in all merchandise purchased by you under such Extended Credit contract after such transfer; if this agreement is assigned to Snap-on Credit pursuant to section 6 below, and if the Amount Financed includes a transfer of a RA balance owed to Dealer, then Dealer hereby assigns to Snap-on Credit any security interest that Dealer may have in any merchandise reflected in the RA balance so transferred. In such case, Snap-on Credit shall continue to hold a purchase money security interest in such merchandise after such transfer. To the extent permitted by and subject to applicable law, you agree and hereby grant to Dealer and Snap-on Credit or its agent or assigns the power of attorney and right to sign on your behalf and file or record such financing statements or other documents as may be necessary to perfect or maintain the security interest granted by you under this Agreement.
 

(b) You agree not to remove any Collateral from the county where the original sale was made without Dealer's written consent, that you will not sell or dispose of any Collateral and that you will keep the Collateral free and clear of any liens or other encumbrances until your entire balance due is paid in full.
5. **Insurance.** You will obtain and keep in force, for so long as Dealer or Dealer's successors and assigns has a security interest in any Collateral, fire and other casualty insurance on the Collateral in form, amount and written by insurers satisfactory to Dealer's, with loss payable to Dealer or Dealer's assignee as its interest shall appear. If you fail to do so, Dealer may at Dealer's option purchase such insurance, in which event you must pay the cost thereof to Dealer on demand. However, any failure of Dealer to obtain and keep in force such insurance, after your failure to do so, shall not release you from any obligations of liability under this Agreement. Any insurance procured by Dealer under this section will not include insurance for property damage to others.
6. **Assignment by Dealer.** (a) Dealer may hold this Agreement or Dealer may assign it for value to Snap-on Credit Corporation ("Snap-on Credit"). If Dealer assigns this Agreement to Snap-on Credit, then after such assignment (i) Snap-on Credit, as assignee, shall have all the rights and remedies of Dealer under this Agreement and all of your agreements, representations and warranties shall be deemed to have been made to Snap-on Credit with the same effect as if Snap-on Credit were an original party to this Agreement; and (ii) Dealer will not have any power or authority to exercise any such rights or remedies, give any consent under Section 4, (b); or change or modify this Agreement, or any related document, in any way.
 

(b) If this Agreement is assigned to Snap-on Credit, you agree to deliver your payments to Dealer or directly to Snap-on Credit. The Dealer is not Snap-on Credit's agent for any purpose; if you make payments to your Dealer, the Dealer will be acting as your agent. In that capacity, the Dealer has agreed with Snap-on Credit to remit payments under this Agreement to Snap-on Credit on a regular basis. You will be credited with payment on the date Snap-on Credit receives payment from the Dealer. Snap-on Credit will credit you with payment and waive additional finance charges and late charges on any installment regardless of when payment is received from the Dealer, if you have proof of your timely payment to the Dealer (such as a valid receipt or canceled check). Alternatively, you may make any payments (by electronic transfer, check or money order payable to Snap-on Credit, and not cash) directly to Snap-on Credit of the address provided to you by Snap-on Credit; in which case you will be credited with payment on the date Snap-on Credit receives the payment. Snap-on Credit may require you to make payments directly to it. In all events, payments received by Snap-on Credit after 10:00 a.m. will be credited on the next business day. Snap-on Credit's business days are Monday through Friday; holidays are not included.
7. **Additional Charges.** In addition to paying the Total Credit Sale Price for the Property, you agree to pay the additional charges listed below that may be assessed. Assessment of a fee does not waive Dealer's right to insist on strict compliance with this Agreement by you at any time:
 

(a) **Security Interest Charges.** To the extent permitted by and subject to applicable law, you will be assessed a Security Interest Charge to cover (i) fees and charges prescribed by law which are or will be paid to public officials for determining the existence of or for perfecting, releasing or satisfying the security interest you granted hereunder, or (ii) the premium or other costs payable for any insurance or bond in lieu of perfecting such security interest, which will not exceed the aggregate fees and charges described in clause (iii) that would otherwise be payable.

(b) **Late Charges.** To the extent permitted by and subject to applicable law, if you fail to make payments under this Agreement within 30 days after the date due, you may be assessed a Late Charge of 5% of the payment due but not more than \$5.00 (or the maximum amount permitted by law if less than the foregoing).

(c) **NFS Check Charges.** To the extent permitted by and subject to applicable law, if you fail to make payment by check and your check is not paid because of non-sufficient funds in your checking account, you may be assessed a NSF Check Charge of \$10.00 or if less the maximum amount permitted by applicable law.

(d) **Legal Fees.** In addition to the full amount owed and any court costs, to the extent permitted by and subject to applicable law, if any matter arising out of your default under this Agreement is referred to an attorney who is not a salaried employee of Snap-on Credit to collect the amount you owe or to repossess any Collateral or otherwise, you agree to pay all actual and reasonable attorneys' fees or such lesser amount as may be permitted by applicable law.
8. **Events of Default; Acceleration.** (a) The occurrence of any one of the following events constitutes a default under this agreement: (i) You do not pay at least the minimum payments due or you otherwise become delinquent on any other obligations to Dealer, or if this agreement is assigned, to such assignee; (ii) You file or consent to the filing of bankruptcy or similar proceedings against you or you become insolvent; or that your financial condition deteriorates significantly and it appears likely that you will not be able to repay Dealer for any reason; (iii) You die, become imprisoned, or are declared legally incompetent; (iv) You at any time give Dealer information that is inaccurate, misleading or incomplete, or (v) You fail to comply with any terms or conditions of this Agreement.
 

(b) Dealer, or if this Agreement is assigned, Dealer's assignee will have all the rights and remedies of a secured creditor under the Uniform Commercial Code and any other applicable laws. In addition, if any one of these events of default occurs, subject to any right you may have under applicable law to receive notice of and to cure such default, at Dealer's option Dealer may: (i) declare the entire unpaid balance due under this Agreement immediately due and payable; and (ii) repossess any Collateral in which Dealer still retains a security interest. Dealer may do so only in the manner and to the extent permitted by applicable law. If Dealer repossesses any repossessed Collateral, Dealer agrees to pay you any surplus remaining (after deduction of the costs of repossession and sale and other costs, to the extent permitted by law) and you agree to pay Dealer any deficiency in accordance with the Uniform Commercial Code. Dealer may accept late payments, partial payments or any payments marked as being payment in full or as being settlement for any dispute without prejudicing any of Dealer's rights under this Agreement or in any way amending this Agreement. Dealer's failure or delay at any time to exercise any of Dealer's contract or other legal or equitable rights shall not be deemed a waiver of those rights or of the right to exercise Dealer's rights at any other time. If Snap-on Credit becomes the secured party under this Agreement, you agree that it is commercially reasonable for repossessed Collateral to be sold at public or private sales in any state or county selected by Snap-on Credit to dealers or others in lots or pieces with or without the Collateral being physically present at used tool prices. The term "Buyer" and "Dealer" as used in this Agreement also mean "debtor" and "secured party" respectively and include the heirs, executors, or administrators, successors and permitted assigns of those parties.
9. **Governing Law.** This Agreement will be governed by the laws of the State of your address stated in this Agreement. Certain provisions of this Agreement are generally modeled after the Federal Truth in Lending Act and Regulation Z thereunder or similar state statutes and regulations; however, you agree that to the extent that such statutes and regulation relate only to transactions entered into for personal, household or family purposes, or otherwise excluded business or commercial transactions, such statutes and regulations do not govern this Agreement unless expressly provided for in the statute or regulation.
10. **Transfer of Agreement.** Without prior notice to or approval from you, Dealer reserves the right to sell or transfer this Agreement in whole or in part, to another entity or person. You cannot, however, transfer this Agreement or rights and obligations under this Agreement to another entity or person.
11. **Severability; Entire Agreement.** If any term, provisions, or section of this Agreement is held void, voidable, invalid or unenforceable, under any state or court decision, or any governmental rule or regulation, the remainder of the Agreement shall remain effective; and any such ineffectiveness shall not affect the validity or enforceability of this Agreement in any other jurisdiction. This Agreement, any previous credit sale contracts, and (any written Addenda/Riders hereto signed by both parties) constitute the entire agreement between the parties regarding the subject matter hereof. The parties agree that no oral changes to the Agreement are permissible and that no oral representations or amendments affecting this Agreement have been made or relied upon by either party. **IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.**

**Notice to Assignee (Puerto Rico Residents).** The assignee of this retail installment contract shall be subject in equal conditions to any claim or defense that the buyer may initiate against the seller. The assignee of the contract shall have the right to file against the seller all the claims and defenses that the buyer may raise against the seller of the goods or services.

**Notice to Maryland Residents.** This Agreement is entered into pursuant to Subtitle 10 (Credit Grantor Closed End Credit Provisions) of Md. Code Ann., Fin. Inst., §12-100 et seq.

MATTHEW E. WILBURN AUTHORIZED DEALER FOR  
S N A P - O N T O O L S  
I N V O I C E  
CREDIT SALE RECEIPT

SALE DATE 11/14/2003

PAGE 1

SOLD BY :  
MATTHEW E. WILBURN  
RD #3 BOX 413

TYRONE, PA  
16686-  
BUSINESS : 814-329-2453  
MOBILE : (814) 329-2453

SOLD TO :  
RUSS PETERSON 4- 5- 1  
RD2 BOX 54F

HOUTZDALE, PA  
16651-  
TELEPHONE : 814-378-8992

CUST ACCOUNT # 187-38-8945  
P.O. # =  
SALE TYPE = CREDIT SALE  
INVOICE NO. = 10141

TAX RATE = 6.000%

QTY.	PRODUCT NO.	DESCRIPTION	EACH	COMMENTS	LC	LINE	TOTAL
1)	1 USED BOX	SNAPON	1630.40		0		1630.40
	SERIAL NO.	d12342309b					
2)	1 EELR338AP	RED MID RISE LIFT	2595.00		0		2595.00
	SERIAL NO.	49003054					
SUB TOTAL							4225.40
TAX APPLIED							253.52
TOTAL PRICE INCLUDING TAX							4478.92

\*\*\*\*\* WEAR SAFETY GOGGLES \*\*\*\*\*  
\*\*\*\*\* USE THE RIGHT TOOL \*\*\*\*\*  
\*\*\*\*\* USE THE TOOL PROPERLY \*\*\*\*\*  
\*\*\*\*\* MAINTAIN THE TOOL REGULARLY \*\*\*\*\*

You can also check out my personal web site:  
<http://matthewwilburn.snapontools.com>

\* \* W E A P P R E C I A T E Y O U R B U S I N E S S \* \*

1.	Total Cash Sale Price .....	4478.92
2.	Amount of down payment and/or trade-in ...	0.00
	A. Down payment .....	0.00
	B. Trade-in .....	0.00
3.	Unpaid balance of cash price .....	4478.92
4.	Security interest charge .....	94.00
5.	Principal Balance (Amount Financed) .....	4572.92
6.	Unpaid Prior Balance .....	5686.55
7.	Other Charges .....	0.00
8.	New Principal Balance (Amount Financed) ..	10259.47
9.	Amount of Finance Charge .....	5317.13
10.	TOTAL OF PAYMENTS .....	15576.60
11.	TOTAL CREDIT SALE PRICE .....	15576.60
260 WEEKLY PAYMENTS OF 59.91 ESTIMATED AT 18.000 % APR		

CUSTOMER AGREES THAT THIS CREDIT SALE IS GOVERNED BY THE PURCHASE MONEY SECURITY AGREEMENT OR THE CREDIT SALE CONTRACT  
AND ANY RIDERS ( "EC CONTRACT" ) BETWEEN DEALER OR SNAP-ON AND CUSTOMER.

Customer acknowledges delivery and acceptance of the goods described in this receipt and promises to pay to the order of Dealer,  
Snap-on or their assigns, the Total Credit Sales Price. Customer grants to Dealer or Snap-on or their assigns (except to the  
extent prohibited by law) a security interest in the goods and equipment listed on this receipt and certain other goods and  
equipment in accordance with the EC Contract.

CUSTOMER: 

\* \* Continued on Next Page \* \*

MATTHEW E. WILBURN AUTHORIZED DEALER FOR

S N A P - O N T O O L S

SALE DATE 11/14/2003

I N V O I C E

PAGE 2

CREDIT SALE RECEIPT

SOLD BY :

MATTHEW E. WILBURN  
RD #3 BOX 413

TYRONE, PA

16686-

BUSINESS : 814-329-2453

MOBILE : (814) 329-2453

TAX RATE = 6.000%

SOLD TO :

RUSS PETERSON 4- 5- 1  
RD2 BOX 54F

HOUTZDALE, PA

16651-

TELEPHONE : 814-378-8992

CUST ACCOUNT # 187-38-8945

P.O. # =

SALE TYPE = CREDIT SALE

INVOICE NO. = 10141

QTY.	PRODUCT NO.	DESCRIPTION	EACH	COMMENTS	LC	LINE	TOTAL
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Date : 11/14/03 17:45:32		RECEIPT FOR PAYMENTS			Receipt No.- 10141	
ACCT	OPENING	SALE	PAYMENT	CLOSING		
CASH	0.00	0.00	0.00	0.00		
R/A	88.78	0.00	0.00	88.78		
E.C.	0.00	0.00	0.00	0.00		
MISC	0.00	0.00	0.00	0.00		
CS	0.00	0.00	0.00	0.00		
CS106165178	NEW SALE	15576.60	0.00	15576.60	Opening Bal In Sale	
O/A	0.00	0.00	0.00	0.00		
	=====	=====	=====	=====		

4- 5- 1



CREDIT SALE CONTRACT  
(RETAIL INSTALLMENT CONTRACT)  
Add-on Rider



FD82G 0303

This Add-on Rider supplements and incorporates by reference all provisions, definitions, representations and conditions in the Credit Sale Contract between Buyer and Dealer dated 10/06/1999 ("Credit Sale Contract") and any prior Add-on Riders relating to the Credit Sale Contract. BUYER REPRESENTS AND WARRANTS THAT THE PROPERTY PURCHASED HEREUNDER IS TO BE USED PRIMARILY FOR COMMERCIAL OR BUSINESS PURPOSES AND NOT PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

DESCRIPTION OF PROPERTY

Per Attached Invoice No. 18129 Date: 12/23/2004

ITEMIZATION OF TOTAL CREDIT SALE PRICE

1. Total cash sale price:	\$	3972.48
2. Amount of down payment and/or trade-in:	\$	-800.00
A. Down payment	\$	0.00
B. Trade-in items	\$	800.00
Description of trade-in items are on the attached invoice.		
3. Unpaid balance of cash price: (difference between 1 and 2)	\$	3172.48
4. Security Interest charge:	\$	94.00
\$ 0.00 Processing fee		
\$ 94.00 to public officials (filing fees)		
5. Principal balance (Amount Financed): (sum of 3 and 4)	\$	3266.48
6. Unpaid principal balance under prior Credit Sale Contract and Add-On Rider(s) -AND- under prior Extended Credit Purchase Money Security Agreements	\$	9530.47
7. Other Charges: (Specify)	\$	0.00
8. New Principal Balance (Amount Financed) (sum of 5 and 6 and 7):	\$	12796.95
9. Amount of Finance Charge:	\$	6632.85
10. TOTAL OF PAYMENTS (sum of 8 and 9)	\$	19429.80
11. TOTAL CREDIT SALE PRICE (sum of 2 and 10):	\$	20229.80

You agree to purchase the additional Property listed above and to pay for such additional Property as well as the Property purchased under the Credit Sale Contract and prior Add-on Riders according to the payment terms listed herein.

"By providing the information on the unpaid principal balance under any prior Credit Sale Contract and any Add-on Rider(s) for this transaction, Snap-on Credit consents to the rescheduling of payments under the Credit Sale Contract and any Add-on Riders previously assigned to Snap-on Credit."

\*\*\*\*\* DISCLOSURE OF TERMS \*\*\*\*\*

Your payment schedule will be:

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE
260	\$ 74.73	WEEKLY BEGINNING 12/30/2004

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL CREDIT SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you (estimated). Assumes payments are made as scheduled.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit.
19.00%	\$ 6632.85	\$ 12796.95	\$ 19429.80	\$ 20229.80

See above for an itemization of the Amount Financed.

Insurance: Credit life insurance and credit disability insurance are not required to obtain credit. You may obtain property insurance from anyone you want that is acceptable to Dealer or Dealer's assignee.

Security: You are giving a security interest in: (1) the goods or property being purchased; and (2) all other goods or property bearing the Snap-on/Sun Electric trademark. Filing fees or a fee for a Nonfiling Insurance bond may be charged, if permitted, under applicable law. See itemization number 4.

Late Charge: If a payment is late, you will be charged 5% of the payment due, but not more than \$5.00 (or the maximum amount permitted under applicable law if less than the foregoing).

Prepayment: If you pay off early, you will not pay a penalty and you may be entitled to a refund of part of the finance charge.

See below and on the reverse side for any additional information about nonpayment, default, any repayment in full before the scheduled date, and prepayment, refunds and penalties.

\*\*\*\*\*

BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT  
NOTICE TO THE BUYER

DO NOT SIGN THIS CONTRACT (CREDIT SALE CONTRACT) BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THE CONTRACT WHEN YOU SIGN IT. YOU HAVE THE FOLLOWING RIGHTS, AMONG OTHERS:

- (a) TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND OBTAIN A PARTIAL REFUND OF ANY UNEARNED FINANCE CHARGE;
- (b) TO REDEEM THE PROPERTY WITHIN THE TIME PROVIDED BY LAW IF REPOSSESSED FOR A DEFAULT;
- (c) TO REQUIRE, UNDER CERTAIN CONDITIONS, RESALE OF THE PROPERTY IF REPOSSESSED.

5178

Date: 12/23, 2004  
Dealer (Secured Party): MATTHEW E. WILBURN  
Buyer (Debtor): RUSS PETERSON  
Signature: [Signature] Signature: [Signature]

EASTERN

DEC 30 2004

Dealer assigns for value all right, title and interest in this agreement to Snap-on Credit Corporation, subject to acceptance by Snap-on Credit Corporation, which shall be the secured creditor under this Agreement in accordance with paragraph 4 on the reverse and Dealer's agreement with Snap-on Credit Corporation.

ORIGINAL COPY

THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS ON THE REVERSE SIDE



**Additional Terms**

1. **Offer of Cash Sale or Payment Over Time.** Dealer has offered you a choice of buying the Property for a stated cash price payable immediately or within a limited number of days, or of buying those items for a Total Credit Sale Price which permits you to purchase them now, but pay in installments over an extended period of time. The Total Credit Sale Price is more than the cash sale price because it includes a finance charge charged by Dealer to compensate Dealer for having to wait a period of time before collecting the full purchase price and for taking the risks involved in waiting that period of time.
2. **Payment Terms.** You agree to pay to Dealer or Dealer's assignee the Amount Financed plus finance charges applied to the outstanding balance thereof at the annual percentage rate set forth on the face during the time any balance under the Agreement remains unpaid. You agree to make equal successive weekly payments (in cash, check or money order) as set forth under "Your payment schedule will be" on the front of this Agreement until all amounts due under this Agreement are paid (provided, that the final payment shall be in the amount of the unpaid balance.) You may prepay the balance of the Amount Financed without penalty at any time, and doing so will reduce the amount of Finance Charge you would otherwise be required to pay. Unless you prepay the entire balance outstanding, however, the amount you are required to pay each week will remain the same, with any adjustments being reflected in the last payment and in the number of payments. If you make any overpayment, you will not be required to refund amounts less than \$1.00; if you pay the amount due under this Agreement late, the finance charge will continue to accrue monthly on the unpaid average daily balance. In that event, your last payment may be increased to pay the full balance due. Unless otherwise prohibited by applicable law, unpaid Finance Charges will be added to the balance of the Amount Financed and additional Finance Charges will thereafter accrue thereon. If you have previously purchased merchandise pursuant to one or more Purchase Money Security Agreements (also known as "Extended Credit" contracts) that were assigned to Snap-on Credit LLC, and you have not fully paid the balance due under any such agreements, then by entering into this Agreement, you agree that the balance remaining payable under such agreements will be transferred to the Amount Financed under this Credit Sale Contract if Dealer assigns this Agreement to Snap-on Credit as provided in Section 6 below. You and Dealer may also agree to transfer to the Amount Financed any balance you may owe Dealer as a result of prior purchases pursuant to a revolving account ("RA") credit dealer has extended to you. You represent, warrant and agree that: (a) you are justly indebted to Dealer for the full amount of the Amount Financed plus finance charges accruing thereon; (b) all information supplied and statements made by you in any financial or credit statement or application for credit before or at the same time as the execution of the Agreement are and will be correct, complete and genuine; and (c) any item used as a trade-in is free of all liens or other encumbrances, is fully paid for and you possess good and marketable title to it.
3. **Allocation of Payments.** Your payments will be allocated first to any finance charge in the order it is incurred, and then to the payment of the cash price of each purchase in the order in which the purchase was made, with the payments being applied to the oldest purchase first (purchases made on the same day are paid off based upon the lowest priced purchases first). Down payments and trade-ins will be applied to the cash price of all items on a pro rata basis.
4. **Grant of Security Interest.** (a) As security for your obligations under this Agreement, you hereby grant Dealer a purchase money security interest under the Uniform Commercial Code in each item of Property you purchase under this Agreement until that item is paid for. As further security for your obligations under this Agreement, in all states except Puerto Rico and elsewhere where prohibited by applicable law for agreements of this type, you hereby grant Dealer a non-purchase money security interest in each other item of tools, goods and equipment, previously purchased or hereafter acquired, from a Snap-on Dealer, and any and all goods and equipment manufactured or distributed by Snap-on incorporated or bearing Snap-on incorporated or Sun Electric trademarks or logos, together with all proceeds (including insurance proceeds), accessions, attachments, additions, substitutions and replacements to and of such items (the foregoing and the Property are collectively referred to as "Collateral"). If the net balance remaining payable will be unaffected and you agree that Dealer or Dealer's assignee will continue to hold a purchase money security interest in all merchandise purchased by you under such Extended Credit contract after such transfer. If this agreement is assigned to Snap-on Credit pursuant to section 6 below, and if the Amount Financed includes a transfer of a RA balance owed to Dealer, then Dealer hereby assigns to Snap-on Credit any security interest that Dealer may have in any merchandise reflected in the RA balance so transferred. In such case, Snap-on Credit shall continue to hold a purchase money security interest in such merchandise after such transfer. To the extent permitted by and subject to applicable law, you agree and hereby grant to Dealer and Snap-on Credit or its agent or assigns the power of attorney and right to sign on your behalf and file or record such financing statements or other documents as may be necessary to perfect or maintain the security interest granted by you under this Agreement.  
(b) You agree not to remove any Collateral from the county where this original sale was made without Dealer's written consent, that you will not sell or dispose of any Collateral, and that you will keep the Collateral free and clear of any liens or other encumbrances until your entire balance due is paid in full.
5. **Insurance.** You will obtain and keep in force, for so long as Dealer or Dealer's successors and assigns has a security interest in any Collateral, fire and other casualty insurance on the Collateral in form, amount and written by insurers satisfactory to Dealer's, with loss payable to Dealer or Dealer's assignee as its interest shall appear. If you fail to do so, Dealer may at Dealer's option purchase such insurance, in which event you must pay the cost thereof to Dealer on demand. However, any failure of Dealer to obtain and keep in force such insurance, after your failure to do so, shall not release you from any obligations or liability under this Agreement. Any insurance procured by Dealer under this section will not include insurance for property damage to others.
6. **Assignment by Dealer.** (a) Dealer may hold this Agreement, or Dealer may assign it for value to Snap-on Credit LLC ("Snap-on Credit"). If Dealer assigns this Agreement to Snap-on Credit, then after such assignment, Snap-on Credit, as assignee, shall have all the rights and remedies of Dealer under this Agreement and all of your agreements, representations and warranties shall be deemed to have been made to Snap-on Credit with the same effect as if Snap-on Credit were an original party to this Agreement, and (ii) Dealer will not have any power or authority to exercise any such rights or remedies, give any consents under Section 4 (b) or change or modify the Agreement or any related document in any way.  
(b) If this Agreement is assigned to Snap-on Credit, you agree to deliver your payments to Dealer or directly to Snap-on Credit. The Dealer is not Snap-on Credit's agent for any purpose; if you make payments to your Dealer, the Dealer will be acting as your agent. In that capacity, the Dealer has agreed with Snap-on Credit to remit payments under this Agreement to Snap-on Credit on a regular basis. You will be credited with payment on the date Snap-on Credit receives payment from the Dealer. Snap-on Credit will credit you with payment and waive additional finance charges and late charges on any installment regardless of when payment is received from the Dealer, if you have proof of your timely payment to the Dealer (such as a valid receipt or canceled check). Alternatively, you may make any payments (by electronic transfer, check or money order payable to Snap-on Credit, and not cash) directly to Snap-on Credit at the address provided to you by Snap-on Credit, in which case you will be credited with payment on the date Snap-on Credit receives the payment. Snap-on Credit may require you to make payments directly to it. In all events, payments received by Snap-on Credit after 10:00 a.m. will be credited on the next business day. Snap-on Credit's business days are Monday through Friday; holidays are not included.
7. **Additional Charges.** In addition to paying the Total Credit Sale Price for the Property, you agree to pay the additional charges listed below that may be assessed. Assessment of a fee does not waive Dealer's right to insist on strict compliance with this Agreement by you at any time.  
(a) **Security Interest Charges.** To the extent permitted by and subject to applicable law, you will be assessed a Security Interest Charge to cover (i) fees and charges prescribed by law which are or will be paid to public officials for determining the existence of or for perfecting, releasing or satisfying the security interest you granted hereunder, or (ii) the premium or other costs payable for any insurance or bond in favor of perfecting such security interest, which will not exceed the aggregate fees and charges described in clause (ii) that would otherwise be payable.  
(b) **Late Charges.** To the extent permitted by and subject to applicable law, if you fail to make payments under this Agreement within 30 days after the date due, you may be assessed a Late Charge of 5% of the payment due but not more than \$5.00 (or the maximum amount permitted by law if less than the foregoing).  
(c) **NSF Check Charges.** To the extent permitted by and subject to applicable law, if you fail to make payment by check and your check is not paid because of non-sufficient funds in your checking account, you may be assessed a NSF Check Charge of \$10.00 or if less the maximum amount permitted by applicable law.  
(d) **Legal Fees.** In addition to the full amount owed and any court costs, to the extent permitted by and subject to applicable law, if any matter arising out of your default under this Agreement is referred to an attorney who is not salaried employee of Snap-on Credit to collect the amount you owe or to repossess any Collateral or otherwise, you agree to pay all actual and reasonable attorneys' fees or such lesser amount as may be permitted by applicable law.
8. **Events of Default/Acceleration.** (a) The occurrence of any one of the following events constitutes a default under this agreement: (i) You do not pay at least the minimum payments due or you otherwise become delinquent on any other obligations to Dealer; or if this agreement is assigned to such assignee; (ii) You file or consent to the filing of bankruptcy or similar proceedings against you or you become insolvent; or that your financial condition deteriorates significantly and it appears likely that you will not be able to repay Dealer for any reason; (iii) You die, become imprisoned, or are declared legally incompetent; (iv) You at any time give Dealer information that is inaccurate, misleading or incomplete; or (v) You fail to comply with any terms or conditions of this Agreement.  
(b) Dealer, or if this Agreement is assigned, Dealer's assignee will have all the rights and remedies of a secured creditor under the Uniform Commercial Code and any other applicable laws. In addition, if any one of these events of default occurs, subject to any right you may have under applicable law to receive notice of and to cure such default, at Dealer's option Dealer may: (i) declare the entire unpaid balance due under this Agreement immediately due and payable; and (ii) repossess any Collateral in which Dealer still retains a security interest, but Dealer will do so only in the manner and to the extent permitted by applicable law. If Dealer resells any repossessed Collateral, Dealer agrees to pay you any surplus remaining (after deduction of the costs of repossession and sale and other costs, to the extent permitted by law) and you agree to pay Dealer any deficiency in accordance with the Uniform Commercial Code. Dealer may accept late payments, partial payments or any payments marked as being payment in full or as being settlement for any dispute without prejudicing any of Dealer's rights under this Agreement or in any way amending this Agreement. Dealer's failure or delay at any time to exercise any of Dealer's contract or other legal or equitable rights shall not be deemed a waiver of those rights or of the right to exercise Dealer's rights at any other time. If Snap-on Credit becomes the secured party under this Agreement, you agree that it is commercially reasonable for repossessed Collateral to be sold in public or private sales (in any state or county selected by Snap-on Credit) to dealers or others in lots or pieces (with or without the Collateral being physically present) at used tool prices. The term "Buyer" and "Dealer" as used in this Agreement also mean "debtor" and "secured party" respectively and include the heirs, executors, or administrators, successors and permitted assigns of those parties.
9. **Governing Law.** This Agreement will be governed by the laws of the State of your address stated in this Agreement. Certain provisions of this Agreement are generally modeled after the Federal Truth-in-Lending Act and Regulation Z thereunder or similar state statutes and regulations; however, you agree that to the extent that such statutes and regulations relate only to transactions entered into for personal, household or family purposes, or otherwise excluded business or commercial transactions, such statutes and regulations do not govern this Agreement unless expressly provided for in the statute or regulation.
10. **Transfer of Agreement.** Without prior notice to, or approval from you, Dealer reserves the right to sell or transfer this Agreement in whole or in part to another entity or person. You cannot, however, transfer this Agreement or rights and obligations under this Agreement to another entity or person.
11. **Severability; Entire Agreement.** If any term, provision, or section of this Agreement is held void, voidable, invalid or unenforceable, under any applicable law or court decision, or any governmental rule or regulation, the remainder of the Agreement shall remain effective; and any such ineffectiveness shall not affect the validity or enforceability of this Agreement in any other jurisdiction. This Agreement, any previous credit sale contracts, and any written Addenda/Riders hereto signed by both parties) constitute the entire agreement between the parties regarding the subject matter hereof. The parties agree that no oral changes to the Agreement are permissible and that no oral representations or amendments affecting this Agreement have been made or relied upon by either party. **IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.**

Notice to Puerto Rico Residents. The assignee of this retail installment contract shall be subject in equal conditions to any claim or defense that the buyer may initiate against the seller. The assignee of the contract shall have the right to file against the seller all the claims and defenses that the buyer may raise against the seller of the goods or services.

Notice to Maryland Residents. This Agreement is entered into pursuant to Subtitle 10 (Credit Grantor Closed End Credit Provisions) of Md. Code Ann., Fin. Inst., §12-100 et seq.

Notice to California Residents. California Finance Lenders License No. 603 6880

MATTHEW E. WILBURN AUTHORIZED DEALER FOR

S N A P - O N T O O L S

SALE DATE 12/23/2004

I N V O I C E  
CREDIT SALE RECEIPT

PAGE 1

SOLD BY :  
MATTHEW E. WILBURN  
502 MADISON AVETYRONE, PA  
16686-BUSINESS : 814-329-2453  
MOBILE : (814) 329-2453SOLD TO :  
RUSS PETERSON 4- 4- 1  
RD2 BOX 54FHOUTZDALE, PA  
16651-

TELEPHONE : 814-378-8992

CUST ACCOUNT # 187-38-8945

P.O. # =

SALE TYPE - CREDIT SALE

INVOICE NO. = 18129

TAX RATE = 6.000%

QTY.	PRODUCT NO.	DESCRIPTION	EACH	COMMENTS	LC	LINE	TOTAL
1)	1 KRA2411PES	11-DRW 54 X 24 ROLL	3395.00	#245208A	0		3395.00
2)	-1 TIBOX	BOX	800.00	TRADE IN/	8		-800.00
3)	1 T936	HSS RAT STD	49.95	RA TRANS/	7		
4)	1 GA599	DEPTH GA	4.00	RA TRANS/	7		
5)	1 SGDP42IRA	ACR-SCDRVR	16.10	RA TRANS/	7		
6)	1 AXOSNR02L	GLOVES LG RED RACING	24.95	RA TRANS/	7		
7)	1 AXOSNR02M	GLOVES MED RED RACIN	24.95	RA TRANS/	7		
8)	1 MTSLAS38	3/8-1IN LOCK-A-SOCKET	18.95	RA TRANS/	7		
9)	1 SGDP42IRA	ACR-SCDRVR	15.65	RA TRANS/	7		
10)	1 FBP10	RKT FEELGAG	4.60	RA TRANS/	7		
11)	1 TMM10	SOCKET	8.55	RA TRANS/	7		
12)	1 STMM10	SOCKET	12.75	RA TRANS/	7		
13)	1 BF900EXC14RC	PAINT GUN, RACING LOG	399.95	RA TRANS/	7		

SUB TOTAL 2595.00  
TAX APPLIED 155.70

TOTAL PRICE INCLUDING TAX 2750.70

\*\*\*\*\* WEAR SAFETY GOGGLES \*\*\*\*\*  
 \*\*\*\*\* USE THE RIGHT TOOL \*\*\*\*\*  
 \*\*\*\*\* USE THE TOOL PROPERLY \*\*\*\*\*  
 \*\*\*\*\* MAINTAIN THE TOOL REGULARLY \*\*\*\*\*

You can also check out my personal web site:  
<http://matthewwilburn.snapontools.com>

\* \* W E A P P R E C I A T E Y O U R B U S I N E S S \* \*

1.	Total Cash Sale Price .....	3972.48
2.	Amount of down payment and/or trade-in ...	-800.00
	A. Down payment .....	0.00
	B. Trade-in .....	800.00
3.	Unpaid balance of cash price .....	3172.48
4.	Security interest charge .....	94.00
5.	Principal Balance (Amount Financed) .....	3266.48
6.	Unpaid Prior Balance .....	9530.47
7.	Other Charges .....	0.00
8.	New Principal Balance (Amount Financed) ..	12796.95
9.	Amount of Finance Charge .....	6632.85
10.	TOTAL OF PAYMENTS .....	19429.80
11.	TOTAL CREDIT SALE PRICE .....	20229.80
260.	WEEKLY PAYMENTS OF 74.73 ESTIMATED AT 18.000 % APR	

CUSTOMER AGREES THAT THIS CREDIT SALE IS GOVERNED BY THE PURCHASE MONEY SECURITY AGREEMENT OR THE CREDIT SALE CONTRACT  
 AND ANY RIDERS ( "EC CONTRACT" ) BETWEEN DEALER OR SNAP-ON AND CUSTOMER.

Customer acknowledges delivery and acceptance of the goods described in this receipt and promises to pay to the order of Dealer, Snap-on or their assigns, the Total Credit Sales Price. Customer grants to Dealer or Snap-on or their assigns (except to the extent prohibited by law) a security interest in the goods and equipment listed on this receipt and certain other goods and equipment in accordance with the EC Contract.

CUSTOMER: 

\*\*\* Continued on Next Page \*\*

MATTHEW E. WILBURN AUTHORIZED DEALER FOR

SALE DATE 12/23/2004

S N A P - O N T O O L S

I N V O I C E

CREDIT SALE RECEIPT

PAGE 2

SOLD BY :

MATTHEW E. WILBURN  
502 MADISON AVE

TYRONE, PA

16686-

BUSINESS : 814-329-2453

MOBILE : (814) 329-2453

TAX RATE = 6.000%

SOLD TO :

RUSS PETERSON 4- 4- 1  
RD2 BOX 54F

HOUTZDALE, PA

16651-

TELEPHONE : 814-378-8992

CUST ACCOUNT # 187-38-8945

P.O. # =

SALE TYPE = CREDIT SALE

INVOICE NO. = 18129

QTY.	PRODUCT NO.	DESCRIPTION	EACH	COMMENTS	LC	LINE	TOTAL
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Date : 12/23/04 08:30:30

RECEIPT FOR PAYMENTS

Receipt No. - 18129

ACCT

OPENING

SALE

PAYMENT

CLOSING

CASH

0.00

0.00

0.00

0.00

R/A

547.34

-421.78

0.00

125.56

R/A Trans Amount

E.C.

0.00

0.00

0.00

0.00

MISC

0.00

0.00

0.00

0.00

CS

0.00

0.00

0.00

0.00

CS106165178

NEW SALE

19429.80

0.00

19429.80

Opening Bal In Sale

O/A

0.00

0.00

0.00

0.00

4- 4- 1

**Snap-on Credit**

**CREDIT SALE CONTRACT  
(RETAIL INSTALLMENT CONTRACT)  
Add-on Rider**



This Add-on Rider supplements and incorporates by reference all provisions, definitions, representations and conditions in the Credit Sale Contract between Buyer and Dealer dated 10/06/1999 ("Credit Sale Contract") and any prior Add-on Riders relating to the Credit Sale Contract. BUYER REPRESENTS AND WARRANTS THAT THE PROPERTY PURCHASED HEREUNDER IS TO BE USED PRIMARILY FOR COMMERCIAL OR BUSINESS PURPOSES AND NOT PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

**DESCRIPTION OF PROPERTY**

Per Attached Invoice No. 21891 Date: 07/14/2005

**ITEMIZATION OF TOTAL CREDIT SALE PRICE**

1. Total cash sale price:	\$	3470.83
2. Amount of down payment and/or trade-in:	\$	0.00
A. Down payment:	\$	0.00
B. Trade-in items:	\$	0.00
Description of trade-in items are on the attached invoice.		
3. Unpaid balance of cash price: (difference between 1 and 2)	\$	3470.83
4. Security interest charge:	\$	94.00
0.00 Processing fee		
-OR-		
\$ 94.00 to public officials (filing fees)		
5. Principal balance (Amount Financed): (sum of 3 and 4)	\$	3564.83
6. Unpaid principal balance under prior Credit Sale Contract and Add-On Rider(s) -AND- under prior Extended Credit Purchase Money Security Agreements:	\$	12744.36
7. Other Charges: (Specify)	\$	0.00
8. New Principal Balance (Amount Financed) (sum of 5 and 6 and 7):	\$	16309.19
9. Amount of Finance Charge:	\$	8453.21
10. TOTAL OF PAYMENTS (sum of 8 and 9)	\$	24762.40
11. TOTAL CREDIT SALE PRICE (sum of 2 and 10):	\$	24762.40

Sales Tax 196.46  
Total Cash Sale Price 3470.83

You agree to purchase the additional Property listed above and to pay for such additional Property as well as the Property purchased under the Credit Sale Contract and prior Add-on Riders according to the payment terms listed herein.

\*By providing the information on the unpaid principal balance under any prior Credit Sale Contract and any Add-on Rider(s) for this transaction, Snap-on Credit consents to the rescheduling of payments under the Credit Sale Contract and any Add-on Riders previously assigned to Snap-on Credit.\*

**DISCLOSURE OF TERMS**

Your payment schedule will be:

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE
260	\$ 95.24	WEEKLY BEGINNING 07/21/2005

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL CREDIT SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you (estimated). Assumes payments are made as scheduled.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit.
18.000%	\$ 8453.21	\$ 16309.19	\$ 24762.40	\$ 24762.40

See above for an itemization of the Amount Financed.

Insurance: Credit life insurance and credit disability insurance are not required to obtain credit. You may obtain property insurance from anyone you want that is acceptable to Dealer or Dealer's assignee.

Security: You are giving a security interest in: (1) the goods or property being purchased; and (2) all other goods or property bearing the Snap-on/Sun Electric trademark. Filing fees or a fee for a Nonfiling insurance bond may be charged, if permitted, under applicable law. See itemization number 4.

Late Charge: If a payment is late, you will be charged 5% of the payment due, but not more than \$5.00 (or the maximum amount permitted under applicable law if less than the foregoing).

Prepayment: If you pay off early, you will not pay a penalty and you may be entitled to a refund of part of the finance charge.

See below and on the reverse side for any additional information about nonpayment, default, any repayment in full before the scheduled date, and prepayment refunds and penalties.

**BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT  
NOTICE TO THE BUYER**

DO NOT SIGN THIS CONTRACT (CREDIT SALE CONTRACT) BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THE CONTRACT WHEN YOU SIGN IT. YOU HAVE THE FOLLOWING RIGHTS, AMONG OTHERS:

- (a) TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND OBTAIN A PARTIAL REFUND OF ANY UNEARNED FINANCE CHARGE;
- (b) TO REDEEM THE PROPERTY WITHIN THE TIME PROVIDED BY LAW IF REPOSSESSED FOR A DEFAULT;
- (c) TO REQUIRE, UNDER CERTAIN CONDITIONS, RESALE OF THE PROPERTY IF REPOSSESSED.

30995  
Dealer (Secured Party): MATTHEW E. WILBURN  
Buyer (Debtor): RUSS PETERSON  
Dated: 7/14/2005  
Signature: [Signature]  
Signature: [Signature]  
-502 MADISON AVE  
TYRONE, PA 16686-  
RD2 BOX 54F  
HOUTSDALE, PA 16651-

**EASTERN**

JUL 20 2005

APPROVED BY [Signature]

Assignment of all right, title and interest in this agreement to Snap-on Credit Corporation, subject to acceptance by Snap-on Credit Corporation, which shall be the secured creditor under this Agreement in accordance with paragraph 4 on the reverse and Dealer's agreement with Snap-on Credit Corporation.

**ORIGINAL COPY**

**THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS ON THE REVERSE SIDE**

Additional Terms

1. Offer of Cash Sale or Payment Over Time. Dealer has offered you a choice of buying the Property for a stated cash price payable immediately or within a limited number of days, or of buying those items for a Total Credit Sale Price which permits you to purchase them now, but pay in installments over an extended period of time. The Total Credit Sale Price is more than the cash sale price because it includes a finance charge by Dealer to compensate Dealer for having to wait a period of time before collecting the full purchase price and for taking the risks involved in waiting that period of time.
2. Payment Terms. You agree to pay to Dealer or Dealer's assignee the Amount Financed plus finance charges applied to the outstanding balance thereof at the annual percentage rate set forth on the face of the "face" of any balance under the Agreement remains unpaid. You agree to make equal successive weekly payments (in cash, check or money order) as set forth under "Your payment schedule will be" on the front of this Agreement until all amounts due under this Agreement are paid (provided, that the final payment shall be in the amount of the unpaid balance.) You may prepay the balance of the Amount Financed without penalty at any time; and doing so will reduce the amount of Finance Charge you would otherwise be required to pay. Unless you prepay the entire balance outstanding, however, the amount you are required to pay each week will remain the same, with any adjustments being reflected in the last payment and in the number of payments. If you make any overpayment, you will not be required to refund amounts less than \$1.00. If you pay the amount due under this Agreement late, the finance charge will continue to accrue monthly on the unpaid average daily balance. In that event, your last payment may be increased to pay the full balance due. Unless otherwise prohibited by applicable law, unpaid Finance Charges will be added to the balance of the Amount Financed and additional Finance Charges will thereafter accrue thereon. If you have previously purchased merchandise pursuant to one or more Purchase Money Security Agreements (also known as "Extended Credit" contracts) that were assigned to Snap-on Credit LLC, and you have not fully paid the balance due under any such agreements, then by entering into this Agreement, you agree that the balance remaining payable under such agreements will be transferred to the Amount Financed under this Credit Sale Contract if Dealer assigns this Agreement to Snap-on Credit as provided in Section 6 below. You and Dealer may also agree to transfer to the Amount Financed any balance you may owe Dealer as a result of prior purchases pursuant to Revolving Account ("RA") credit dealer has extended to you. You represent, warrant and agree that: (a) you are justly indebted to Dealer for the full amount of the Amount Financed plus finance charges accruing thereon; (b) all information supplied and statements made by you in any financial or credit statement or application for credit before or at the same time as the execution of the Agreement are and will be correct, complete and genuine; and (c) any item used as a trade-in is free of all liens or other encumbrances, is fully paid for and you possess good and marketable title to it.
3. Allocation of Payments. Your payments will be allocated first to any finance charge in the order it is incurred, and then to the payment of the cash price of each purchase in the order in which the purchase was made, with the payments being applied to the oldest purchase first (purchases made on the same day are paid off based upon the lowest priced purchases first). Down payments and trade-ins will be applied to the cash price of all items on a pro rata basis.
4. Grant of Security Interest. (a) As security for your obligations under this Agreement, you hereby grant Dealer a purchase money security interest under the Uniform Commercial Code in each item of Property you purchase under this Agreement until that item is paid for. As further security for your obligations under this Agreement, in all states except Puerto Rico and elsewhere where prohibited by applicable law for agreements of this type, you hereby grant Dealer a non-purchase money security interest in each other item of tools, goods and equipment, previously purchased or hereafter acquired, from a Snap-on Dealer, and any and all goods and equipment manufactured or distributed by Snap-on Incorporated or bearing Snap-on Incorporated or Sun Electric trademarks or logos, together with all proceeds (including insurance proceeds), accessions, attachments, additions, substitutions and replacements to and of such items (the foregoing and the Property are collectively referred to as "Collateral"). If the net balance remaining payable will be unaffected and you agree that Dealer or Dealer's assignee will continue to hold a purchase money security interest in all merchandise purchased by you under such Extended Credit contract after such transfer. If this agreement is assigned to Snap-on Credit pursuant to section 6 below, and if the Amount Financed includes a transfer of a RA balance owed to Dealer, then Dealer hereby assigns to Snap-on Credit any security interest that Dealer may have in any merchandise reflected in the RA balance so transferred. In such case, Snap-on Credit shall continue to hold a purchase money security interest in such merchandise after such transfer. To the extent permitted by and subject to applicable law, you agree and hereby grant to Dealer and Snap-on Credit or its agent or assigns the power of attorney and right to sign on your behalf and file or record such financing statements or other documents as may be necessary to perfect or maintain the security interest granted by you under this Agreement.  
(b) You agree not to remove any Collateral from the county where the original sale was made without Dealer's written consent, that you will not sell, or dispose of any Collateral and that you will keep the Collateral free and clear of any liens or other encumbrances until your entire balance due is paid in full.
5. Insurance. You will obtain and keep in force, for so long as Dealer or Dealer's successors and assigns has a security interest in any Collateral, fire and other casualty insurance on the Collateral in form, amount and written by insurers satisfactory to Dealer's, with loss payable to Dealer or Dealer's assignee as its interest shall appear. If you fail to do so, Dealer may at Dealer's option purchase such insurance, in which event you must pay the cost thereof to Dealer on demand. However, any failure of Dealer to obtain and keep in force such insurance, after your failure to do so, shall not release you from any obligations or liability under this Agreement. Any insurance procured by Dealer under this section will not include insurance for property damage to others.
6. Assignment by Dealer. (a) Dealer may hold this Agreement or Dealer may assign it, in whole or in part, to Snap-on Credit LLC ("Snap-on Credit"). If Dealer assigns this Agreement to Snap-on Credit, then, after such assignment, Snap-on Credit, as assignee, shall have all the rights and remedies of Dealer under this Agreement and all of your agreements, representations and warranties shall be deemed to have been made to Snap-on Credit with the same effect as if Snap-on Credit were an original party to this Agreement; and (ii) Dealer will not have any power or authority to exercise any such rights or remedies, give any consents under Section 4 (b) or change or modify this Agreement or any related document in any way.  
(b) If this Agreement is assigned to Snap-on Credit, you agree to deliver your payments to Dealer or directly to Snap-on Credit. The Dealer is not Snap-on Credit's agent for any purpose; if you make payments to your Dealer, the Dealer will be acting as your agent. In that capacity, the Dealer has agreed with Snap-on Credit to remit payments under this Agreement to Snap-on Credit on a regular basis. You will be credited with payment on the date Snap-on Credit receives payment from the Dealer. Snap-on Credit will credit you with payment and waive additional finance charges and late charges on any installment regardless of when payment is received from the Dealer, if you have proof of your timely payment to the Dealer (such as a valid receipt or canceled check). Alternatively, you may make any payments (by electronic transfer, check or money order payable to Snap-on Credit, and not cash) directly to Snap-on Credit at the address provided to you by Snap-on Credit, in which case you will be credited with payment on the date Snap-on Credit receives the payment. Snap-on Credit may require you to make payments directly to it. In all events, payments received by Snap-on Credit after 10:00 a.m. will be credited on the next business day. Snap-on Credit's business days are Monday through Friday; holidays are not included.
7. Additional Charges. In addition to paying the Total Credit Sale Price for the Property, you agree to pay the additional charges listed below that may be assessed. Assessment of a fee does not waive Dealer's right to insist on strict compliance with this Agreement by you at any time.  
(a) Security Interest Charges. To the extent permitted by and subject to applicable law, you will be assessed a Security Interest Charge to cover (i) fees and charges prescribed by law which are, or will be, paid to public officials for determining the existence of, or for perfecting, releasing or satisfying the security interest you granted hereunder, or (ii) the premium or other costs payable for any insurance or bond in lieu of perfecting such security interest, which will not exceed the aggregate fees and charges described in clause (i) that would otherwise be payable.  
(b) Late Charges. To the extent permitted by and subject to applicable law, if you fail to make payments under this Agreement within 30 days after the date due, you may be assessed a Late Charge of 5% of the payment due but not more than \$5.00 (or the maximum amount permitted by law if less than the foregoing).  
(c) NSF Check Charge. To the extent permitted by and subject to applicable law, if you fail to make payment by check and your check is not paid because of non-sufficient funds in your checking account, you may be assessed a NSF Check Charge of \$10.00 or if less the maximum amount permitted by applicable law.  
(d) Legal Fees. In addition to the full amount owed and any court costs, to the extent permitted by and subject to applicable law, if any matter arising out of your default under this Agreement is referred to an attorney who is not a salaried employee of Snap-on Credit to collect the amount you owe or to repossess any Collateral or otherwise, you agree to pay all actual and reasonable attorneys' fees or such lesser amount as may be permitted by applicable law.
8. Events of Default; Acceleration. (a) The occurrence of any one of the following events constitutes a default under this Agreement: (i) You do not pay at least the minimum payments due or you otherwise become delinquent on any other obligations to Dealer, or if this agreement is assigned, to such assignee; (ii) You file or consent to the filing of bankruptcy or similar proceedings against you or you become insolvent; or that your financial condition deteriorates significantly and it appears likely that you will not be able to repay Dealer for any reason; (iii) You die, become imprisoned, or are declared legally incompetent; (iv) You at any time give Dealer information that is inaccurate, misleading or incomplete; or (v) You fail to comply with any terms or conditions of this Agreement.  
(b) Dealer, or if this Agreement is assigned, Dealer's assignee will have all the rights and remedies of a secured creditor under the Uniform Commercial Code and any other applicable laws. In addition, if any one of these events of default occurs, subject to any right you may have under applicable law to receive notice of and to cure such default, at Dealer's option Dealer may: (i) declare the entire unpaid balance due under this Agreement immediately due and payable; and (ii) repossess any Collateral in which Dealer still retains a security interest, but Dealer will do so only in the manner and to the extent permitted by applicable law. If Dealer repossesses any repossessed Collateral, Dealer agrees to pay you any surplus remaining (after deduction of the costs of repossession and sale and other costs, to the extent permitted by law) and you agree to pay Dealer any deficiency in accordance with the Uniform Commercial Code. Dealer may accept late payments, partial payments or any payments marked as being payment in full or as being settlement for any dispute without prejudicing any of Dealer's rights under this Agreement or, in any way, amending this Agreement. Dealer's failure or delay at any time to exercise any of Dealer's contract or other legal or equitable rights shall not be deemed a waiver of those rights or of the right to exercise Dealer's rights at any other time. If Snap-on Credit becomes the secured party under this Agreement, you agree that it is commercially reasonable for repossessed Collateral to be sold at public or private sales (in any state or county selected by Snap-on Credit) to dealers or others in lots or pieces (with or without the Collateral being physically present) at used tool prices. The term "Buyer" and "Dealer" as used in this Agreement also mean "debtor" and "secured party" respectively and include the heirs, executors, or administrators, successors, and permitted assigns of those parties.
9. Governing Law. This Agreement will be governed by the laws of the State of your address stated in this Agreement. Certain provisions of this Agreement are generally modeled after the Federal Truth in Lending Act and Regulation Z (hereunder "state statutes and regulations"; however, you agree that, to the extent that such statutes and regulations relate only to transactions entered into for personal, household or family purposes, or otherwise excluded business or commercial transactions; such statutes and regulations do not govern this Agreement unless expressly provided for in the statute or regulation).
10. Transfer of Agreement. Without prior notice to or approval from you, Dealer reserves the right to sell or transfer this Agreement in whole or in part to another entity or person. You cannot, however, transfer this Agreement or rights and obligations under this Agreement to another entity or person.
11. Severability; Entire Agreement. If any term, provision, or section of this Agreement is held void, voidable, invalid, or unenforceable under any statute or court decision, or any governmental rule or regulation, the remainder of the Agreement shall remain effective, and any such ineffectiveness shall not affect the validity or enforceability of this Agreement in any other jurisdiction. This Agreement, any previous credit sale contracts, and any written Addenda/Riders hereto signed by both parties constitute the entire agreement between the parties regarding the subject matter hereof. The parties agree that no oral changes to the Agreement are permissible and that no oral representations or amendments affecting this Agreement have been made or relied upon by either party. IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

Notice to Puerto Rico Residents. The assignee of this retail installment contract shall be subject in equal conditions to any claim or defense that the buyer may raise against the seller. The assignee of the contract shall have the right to file against the seller all the claims and defenses that the buyer may raise against the seller of the goods or services.

Notice to Maryland Residents. This Agreement is entered into pursuant to Subtitle 10 (Credit Grantor Closed End Credit Provisions) of Md. Code Ann., Fin. Inst., §12-100 et seq.

Notice to California Residents. California Finance Lenders' License No. 603 6880.

MATTHEW E. WILBURN AUTHORIZED DEALER FOR  
S N A P - O N T O O L S  
I N V O I C E  
CREDIT SALE RECEIPT

SALE DATE 07/14/2005

PAGE 1

SOLD BY :  
MATTHEW E. WILBURN  
502 MADISON AVE

TYRONE, PA  
16686-  
BUSINESS : 814-329-2453  
MOBILE : (814) 329-2453

TAX RATE = 6.000%

SOLD TO :  
RUSS PETERSON 4- 5- 1  
RD2 BOX 54F

HOUTZDALE, PA  
16651-  
TELEPHONE : 814-378-8992

CUST ACCOUNT # 187-38-8945  
P.O. # =  
SALE TYPE = CREDIT SALE  
INVOICE NO. = 21891

QTY.	PRODUCT NO.	DESCRIPTION	EACH	COMMENTS	LC LINE	TOTAL
1)	1 MM250SL	MUSC MIG 230V.	3274.37		0	3274.37
	SERIAL NO.	21003				
SUB TOTAL						3274.37
TAX APPLIED						196.46
TOTAL PRICE INCLUDING TAX						3470.83

\* \* W E A P P R E C I A T E Y O U R B U S I N E S S \* \*

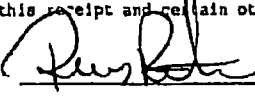
\*\*\*\*\* WEAR SAFETY GOGGLES \*\*\*\*\*  
\*\*\*\*\* USE THE RIGHT TOOL \*\*\*\*\*  
\*\*\*\*\* USE THE TOOL PROPERLY \*\*\*\*\*  
\*\*\*\*\* MAINTAIN THE TOOL REGULARLY \*\*\*\*\*

You can also check out my personal web site:  
<http://matthewwilburn.snapontools.com>

1.	Total Cash Sale Price .....	3470.83
2.	Amount of down payment and/or trade-in ...	0.00
	A. Down payment .....	0.00
	B. Trade-in .....	0.00
3.	Unpaid balance of cash price .....	3470.83
4.	Security interest charge .....	94.00
5.	Principal Balance (Amount Financed) .....	3564.83
6.	Unpaid Prior Balance .....	12744.36
7.	Other Charges .....	0.00
8.	New Principal Balance (Amount Financed) ..	16309.19
9.	Amount of Finance Charge .....	8453.21
10.	TOTAL OF PAYMENTS .....	24762.40
11.	TOTAL CREDIT SALE PRICE .....	24762.40
260 WEEKLY PAYMENTS OF 95.24 ESTIMATED AT 18.000 % APR		

CUSTOMER AGREES THAT THIS CREDIT SALE IS GOVERNED BY THE PURCHASE MONEY SECURITY AGREEMENT OR THE CREDIT SALE CONTRACT  
AND ANY RIDERS ( "EC CONTRACT" ) BETWEEN DEALER OR SNAP-ON AND CUSTOMER.

Customer acknowledges delivery and acceptance of the goods described in this receipt and promises to pay to the order of Dealer,  
Snap-on or their assigns, the Total Credit Sales Price. Customer grants to Dealer or Snap-on or their assigns (except to the  
extent prohibited by law) a security interest in the goods and equipment listed on this receipt and certain other goods and  
equipment in accordance with the EC Contract.

CUSTOMER: 

Date : 07/14/05 08:29:55	RECEIPT FOR PAYMENTS				Receipt No. - 21891
ACCT	OPENING	SALE	PAYMENT	CLOSING	
CASH	0.00	0.00	0.00	0.00	
R/A	323.49	0.00	0.00	323.49	
E.C.	0.00	0.00	0.00	0.00	
MISC	0.00	0.00	0.00	0.00	
CS	0.00	0.00	0.00	0.00	
CS106165178	NEW SALE	24762.40	85.00	24677.40	Opening Bal In Sale
O/A	0.00	0.00	0.00	0.00	

4- 5- 1

**Snap-on Credit**CREDIT SALE CONTRACT  
(RETAIL INSTALLMENT CONTRACT)  
Add-on Rider

FD82G 0303

106/65178-13

This Add-on Rider supplements and incorporates by reference all provisions, definitions, representations and conditions in the Credit Sale Contract between Buyer and Dealer dated 10/06/1999 ("Credit Sale Contract") and any prior Add-on Riders relating to the Credit Sale Contract. BUYER REPRESENTS AND WARRANTS THAT THE PROPERTY PURCHASED HEREUNDER IS TO BE USED PRIMARILY FOR COMMERCIAL OR BUSINESS PURPOSES AND NOT PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

## DESCRIPTION OF PROPERTY

Per Attached Invoice No. 161786 Date: 12/21/2005

## ITEMIZATION OF TOTAL CREDIT SALE PRICE

1. Total cash sale price:	\$	879.08
2. Amount of down payment and/or trade-in:	\$	0.00
A. Down payment	\$	0.00
B. Trade-in items	\$	0.00
Description of trade-in items are on the attached invoice.		
3. Unpaid balance of cash price: (difference between 1 and 2)	\$	879.08
4. Security Interest charge:	\$	94.00
\$ 0.00 Processing fee		
-OR-		
\$ 94.00 to public officials (filing fees)		
5. Principal balance (Amount Financed): (sum of 3 and 4)	\$	973.08
6. Unpaid principal balance under prior Credit Sale Contract and Add-On Rider(s) -AND- under prior Extended Credit Purchase Money Security Agreements.	\$	16161.17
7. Other Charges: (Specify)	\$	0.00
8. New Principal Balance (Amount Financed) (sum of 5 and 6 and 7):	\$	17134.25
9. Amount of Finance Charge:	\$	8878.75
10. TOTAL OF PAYMENTS (sum of 8 and 9)	\$	26013.00
11. TOTAL CREDIT SALE PRICE (sum of 2 and 10):	\$	26013.00

Sales Tax	28.20
Total Cash Sale Price	879.08

You agree to purchase the additional Property listed above and to pay for such additional Property as well as the Property purchased under the Credit Sale Contract and prior Add-on Riders according to the payment terms listed herein.

"By providing the information on the unpaid principal balance under any prior Credit Sale Contract and any Add-on Rider(s) for this transaction, Snap-on Credit consents to the rescheduling of payments under the Credit Sale Contract and any Add-on Riders previously assigned to Snap-on Credit."

\*\*\*\*\* DISCLOSURE OF TERMS \*\*\*\*\*

Your payment schedule will be:

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE
260	\$ 100.05	WEEKLY BEGINNING 12/28/2005

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL CREDIT SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you (estimated). Assumes payments are made as scheduled.	The amount of credit provided to you or on your behalf:	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit.
18.000%	\$ 8878.75	\$ 17134.25	\$ 26013.00	\$ 26013.00

See above for an itemization of the Amount Financed.

Insurance: Credit life insurance and credit disability insurance are not required to obtain credit. You may obtain property insurance from anyone you want that is acceptable to Dealer or Dealer's assignee.

Security: You are giving a security interest in: (1) the goods or property being purchased; and (2) all other goods or property bearing the Snap-on/Sun Electric trademark. Filing fees or a fee for a Nonfiling insurance bond may be charged, if permitted, under applicable law. See itemization number 4.

Late Charge: If a payment is late, you will be charged 5% of the payment due, but not more than \$5.00 (or the maximum amount permitted under applicable law if less than the foregoing).

Prepayment: If you pay off early, you will not pay a penalty and you may be entitled to a refund of part of the finance charge.

See below and on the reverse side for any additional information about nonpayment, default, any repayment in full before the scheduled date, and prepayment refunds and penalties.

**BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT  
NOTICE TO THE BUYER**

DO NOT SIGN THIS CONTRACT (CREDIT SALE CONTRACT) BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THE CONTRACT WHEN YOU SIGN IT. YOU HAVE THE FOLLOWING RIGHTS, AMONG OTHERS:

- (a) TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND OBTAIN A PARTIAL REFUND OF ANY UNEARNED FINANCE CHARGE;
- (b) TO REDEEM THE PROPERTY WITHIN THE TIME PROVIDED BY LAW IF REPOSSESSED FOR A DEFAULT;
- (c) TO REQUIRE, UNDER CERTAIN CONDITIONS, RESALE OF THE PROPERTY IF REPOSSESSED.

Dealer (Secured Party):

Buyer (Debtor):

36466 MARK HESSER

RUSS BRITTON

Dated: 12/21/2005

Signature

Signature

DEC 29 2005

141 TOWHILL RD

RD2 BOX 54F

PORT MATILDA, PA 16870-0000

HOUTZDALE, PA 16651-

APR 11 2006

Dealer assigns for value all right, title and interest in this agreement to Snap-on Credit Corporation, subject to acceptance by Snap-on Credit Corporation, which shall be the secured creditor under this Agreement in accordance with paragraph 4 on the reverse and Dealer's agreement with Snap-on Credit Corporation.

**ORIGINAL COPY****THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS ON THE REVERSE SIDE**

# Additional Terms

1. Offer of Cash Sale or Payment Over Time. Dealer has offered you a choice of buying the Property for a stated cash price payable immediately or within a limited number of days, or of buying those items for a Total Credit Sale Price which permits you to purchase them now but pay in installments over an extended period of time. The Total Credit Sale Price is more than the cash sale price because it includes a finance charge charged by Dealer to compensate Dealer for having to wait a period of time before collecting the full purchase price and for taking the risks involved in waiting that period of time.
2. Payment Terms. You agree to pay to Dealer or Dealer's assignee the Amount Financed, plus finance charges applied to the outstanding balance thereof at the annual percentage rate set forth on the face during the time any balance under the Agreement remains unpaid. You agree to make equal successive weekly payments (in cash, check or money order) as set forth under "Your payment schedule will be" on the front of this Agreement until all amounts due under this Agreement are paid (provided, that the final payment shall be in the amount of the unpaid balance.) You may prepay the balance of the Amount Financed without penalty at any time; and doing so will reduce the amount of Finance Charge you would otherwise be required to pay. Unless you prepay the entire balance outstanding, however, the amount you are required to pay each week will remain the same, with any adjustments being reflected in the last payment and in the number of payments. If you make any overpayment, we will not be required to refund amounts less than \$1.00. If you pay the amount due under this Agreement late, the finance charge will continue to accrue monthly on the unpaid average daily balance. In that event, your last payment may be increased to pay the full balance due. Unless otherwise prohibited by applicable law, unpaid Finance Charges will be added to the balance of the Amount Financed and additional Finance Charges will thereafter accrue thereon. If you have previously purchased merchandise pursuant to one or more Purchase Money Security Agreements (also known as "Extended Credit" contracts) that were assigned to Snap-on Credit LLC, and you have not fully paid the balance due under any such agreements, then by entering into this Agreement, you agree that the balance remaining payable under such agreements will be transferred to the Amount Financed under this Credit Sale Contract if Dealer assigns this Agreement to Snap-on Credit as provided in Section 6 below. You and Dealer may also agree to transfer to the Amount Financed any balance you may owe Dealer as a result of prior purchases pursuant to Revolving Account ("RA") credit dealer has extended to you. You represent, warrant and agree that: (a) you are justly indebted to Dealer for the full amount of the Amount Financed plus finance charges accruing thereon (b) all information supplied and statements made by you in any financial or credit statement or application for credit before or at the same time as the execution of the Agreement are and will be correct, complete and genuine; and (c) any item used as a trade-in is free of all liens or other encumbrances, is fully paid for and you possess good and marketable title to it.
3. Allocation of Payments. Your payments will be allocated first to any finance charge in the order it is incurred, and then to the payment of the cash price of each purchase in the order in which the purchase was made, with the payments being applied to the oldest purchase first (purchases made on the same day are paid off based upon the lowest priced purchase first). Down payments and trade-ins will be applied to the cash price of all items on a pro rata basis.
4. Grant of Security Interest. (a) As security for your obligations under this Agreement, you hereby grant Dealer a purchase money security interest under the Uniform Commercial Code in each item of Property you purchase under this Agreement until that item is paid for. As further security for your obligations under this Agreement, in all states except Puerto Rico and elsewhere where prohibited by applicable law for agreements of this type, you hereby grant Dealer a non-purchase money security interest in each other item of tools, goods and equipment, previously purchased or hereafter acquired, from a Snap-on Dealer, and any and all goods and equipment manufactured or distributed by Snap-on Incorporated or bearing Snap-on Incorporated or Sun Electric trademarks or logos, together with all proceeds (including insurance proceeds), accessions, attachments, additions, substitutions and replacements to and of such items (the foregoing and the Property are collectively referred to as "Collateral"). If the net balance remaining payable will be unaffected and you agree that Dealer or Dealer's assignee will continue to hold a purchase money security interest in all merchandise purchased by you under such Extended Credit contract after such transfer. If this agreement is assigned to Snap-on Credit pursuant to section 6 below, and if the Amount Financed includes a transfer of a RA balance owed to Dealer, then Dealer hereby assigns to Snap-on Credit any security interest that Dealer may have in any merchandise reflected in the RA balance so transferred. In such case, Snap-on Credit shall continue to hold a purchase money security interest in such merchandise after such transfer. To the extent permitted by and subject to applicable law, you agree and hereby grant to Dealer and Snap-on Credit or its agent or assigns the power of attorney and right to sign on your behalf and file or record such financing statements or other documents as may be necessary to perfect or maintain the security interest granted by you under this Agreement.  
(b) You agree not to remove any Collateral from the county where the original sale was made without Dealer's written consent, that you will not sell or dispose of any Collateral and that you will keep the Collateral free and clear of any liens or other encumbrances until your entire balance due is paid in full.
5. Insurance. You will obtain and keep in force, for so long as Dealer or Dealer's successors and assigns has a security interest in any Collateral, fire and other casualty insurance on the Collateral in form, amount and written by insurers satisfactory to Dealer's, with loss payable to Dealer or Dealer's assignee as its interest shall appear. If you fail to do so, Dealer may at Dealer's option purchase such insurance, in which event you must pay the cost thereof to Dealer on demand. However, any failure of Dealer to obtain and keep in force such insurance, after your failure to do so, shall not release you from any obligations or liability under this Agreement. Any insurance procured by Dealer under this section will not include insurance for property damage to others.
6. Assignment by Dealer. (a) Dealer may hold this Agreement or Dealer may assign it for value to Snap-on Credit LLC ("Snap-on Credit"). If Dealer assigns this Agreement to Snap-on Credit, then after such assignment (i) Snap-on Credit, as assignee, shall have all the rights and remedies of Dealer under this Agreement and all of your agreements, representations and warranties shall be deemed to have been made to Snap-on Credit with the same effect as if Snap-on Credit were an original party to this Agreement; and (ii) Dealer will not have any power or authority to exercise any such rights or remedies, give any consents under Section 4 (b) or change or modify this Agreement or any related document in any way.  
(b) If this Agreement is assigned to Snap-on Credit, you agree to deliver your payments to Dealer or directly to Snap-on Credit. The Dealer is not Snap-on Credit's agent for any purpose; if you make payments to your Dealer, the Dealer will be acting as your agent. In that capacity, the Dealer has agreed with Snap-on Credit to remit payments under this Agreement to Snap-on Credit on a regular basis. You will be credited with payment on the date Snap-on Credit receives payment from the Dealer. Snap-on Credit will credit you with payment and waive additional finance charges and late charges on any installment regardless of when payment is received from the Dealer, if you have proof of your timely payment to the Dealer (such as a valid receipt or canceled check). Alternatively, you may make any payments (by electronic transfer, check or money order payable to Snap-on Credit, and not cash) directly to Snap-on Credit at the address provided to you by Snap-on Credit. In which case you will be credited with payment on the date Snap-on Credit receives the payment. Snap-on Credit may require you to make payments directly to it. In all events, payments received by Snap-on Credit after 10:00 a.m. will be credited on the next business day. Snap-on Credit's business days are Monday through Friday; holidays are not included.
7. Additional Charges. In addition to paying the Total Credit Sale Price for the Property, you agree to pay the additional charges listed below that may be assessed. Assessment of a fee does not waive Dealer's right to insist on strict compliance with this Agreement by you at any time.  
(a) Security Interest Charge. To the extent permitted by and subject to applicable law, you will be assessed a Security Interest Charge to cover (i) fees and charges prescribed by law which are or will be paid to public officials for determining the existence of or for perfecting, releasing or satisfying the security interest you granted hereunder, or (ii) the premium or other costs payable for any insurance or bond in lieu of perfecting such security interest, which will not exceed the aggregate fees and charges described in clause (i) that would otherwise be payable.  
(b) Late Charges. To the extent permitted by and subject to applicable law, if you fail to make payments under this Agreement within 30 days after the date due, you may be assessed a Late Charge of 5% of the payment due but not more than \$5.00 (or the maximum amount permitted by law if less than the foregoing).  
(c) NSF Check Charge. To the extent permitted by and subject to applicable law, if you fail to make payment by check and your check is not paid because of non-sufficient funds in your checking account, you may be assessed a NSF Check Charge of \$10.00 or if less the maximum amount permitted by applicable law.  
(d) Legal Fees. In addition to the full amount owed and any court costs, to the extent permitted by and subject to applicable law, if any matter arising out of your default under this Agreement is referred to an attorney who is not salaried employee of Snap-on Credit to collect the amount you owe or to repossess any Collateral or otherwise, you agree to pay all actual and reasonable attorney's fees or such lesser amount as may be permitted by applicable law.
8. Events of Default; Acceleration. (a) The occurrence of any one of the following events constitutes a default under this agreement: (i) You do not pay at least the minimum payments due or you otherwise become delinquent on any other obligations to Dealer, or if this agreement is assigned, to such assignee; (ii) You file or consent to the filing of bankruptcy or similar proceedings against you or you become insolvent; or that your financial condition deteriorates significantly and it appears likely that you will not be able to repay Dealer for any reason; (iii) You die, become imprisoned, or are declared legally incompetent; (iv) You at any time give Dealer information that is inaccurate, misleading or incomplete; or (v) You fail to comply with any terms or conditions of this Agreement.  
(b) Dealer, or if this Agreement is assigned, Dealer's assignee will have all the rights and remedies of a secured creditor under the Uniform Commercial Code and any other applicable law. In addition, if any one of these events of default occurs, subject to any right you may have under applicable law to receive notice of and to cure such default, at Dealer's option Dealer may: (i) declare the entire unpaid balance due under this Agreement immediately due and payable, and (ii) repossess any Collateral in which Dealer still retains a security interest, but Dealer will do so only in the manner and to the extent permitted by applicable law. If Dealer repossesses Collateral, Dealer agrees to pay you any surplus remaining (after deduction of the costs of repossession and sale and other costs, to the extent permitted by law) and you agree to pay Dealer any deficiency in accordance with the Uniform Commercial Code. Dealer may accept late payments, partial payments or any payments marked as being payment in full or as being settlement for any dispute without prejudicing any of Dealer's rights under this Agreement or in any way amending this Agreement. Dealer's failure or delay at any time to exercise any of Dealer's contract or other legal or equitable rights shall not be deemed a waiver of those rights or of the right to exercise Dealer's rights at any other time. If Snap-on Credit becomes the secured party under this Agreement, you agree that it is commercially reasonable for repossessed Collateral to be sold at public or private sales (in any state or county selected by Snap-on Credit) to dealers or others in lots or places (with or without the Collateral being physically present) at used tool prices. The term "Buyer" and "Dealer" as used in this Agreement also mean "debtor" and "secured party" respectively and include the heirs, executors, or administrators, successors and permitted assigns of those parties.
9. Governing Law. This Agreement will be governed by the laws of the State of your address stated in this Agreement. Certain provisions of this Agreement are generally modeled after the Federal Truth in Lending Act and Regulation Z thereunder or similar state statutes and regulations; however, you agree that to the extent that such statutes and regulation relate only to transactions entered into for personal, household or family purposes, or otherwise excluded business or commercial transactions, such statutes and regulations do not govern this Agreement unless expressly provided for in the statute or regulation.
10. Transfer of Agreement. Without prior notice to or approval from you, Dealer reserves the right to sell or transfer this Agreement in whole or in part, to another entity or person. You cannot, however, transfer this Agreement or rights and obligations under this Agreement to another entity or person.
11. Severability. Entire Agreement. If any term, provision, or section of this Agreement is held void, voidable, invalid or unenforceable, under any statute or court decision, or any governmental rule or regulation, the remainder of the Agreement shall remain effective; and any such ineffectiveness shall not affect the validity or enforceability of this Agreement in any other jurisdiction. This Agreement, any previous credit sale contracts, and (any written Addenda/Riders hereto signed by both parties) constitute the entire agreement between the parties regarding the subject matter hereof. The parties agree that no oral changes to the Agreement are permissible and that no oral representations or amendments affecting this Agreement have been made or relied upon by either party. IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

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Notice to California Residents. California Finance Lenders License No. 603 8880.



SOLD BY:  
 MARK HESSER  
 141 TOWHILL RD  
 PORT MATILDA, PA  
 16970-0000  
 BUSINESS : 814-692-5241  
 MOBILE : 814-571-7239

SOLD TO:  
 RUSS PETERSON 3-17-12  
 RD2 BOX 54F

HOUTZDALE, PA  
 16651-  
 TELEPHONE : 814-378-8992

CUST ACCOUNT # 187-38-8945  
 P.O. # =  
 SALE TYPE = CREDIT SALE  
 INVOICE NO. = 161786

TAX RATE = 6.000%

QTY.	PRODUCT NO.	DESCRIPTION	EACH	COMMENTS	LC LINE	TOTAL
1)	1 AT403MCK	MICRO POLISHER	179.95			179.95
	SERIAL NO.	05130116				
2)	1 ETB1580	7 IN VS POLISHER	289.95		0	289.95
	SERIAL NO.	015446699				
3)	1 AT475A	SANDER	182.95	RA TRANS/	7	
	SERIAL NO.	04220089				
4)	1 AT118	COMFORT GRIP MINI AN	109.95	RA TRANS/	7	
	SERIAL NO.	05150789				
5)	1 A177A	EAD TOOL	27.75	RA TRANS/	7	
6)	1 87BCF	DIAG CUTTER.	31.50	RA TRANS/	7	
7)	1 FLF936	HSS FLEX RAT	93.25	RA TRANS/	7	
SUB TOTAL						469.90
TAX APPLIED						28.20
TOTAL PRICE INCLUDING TAX						498.10

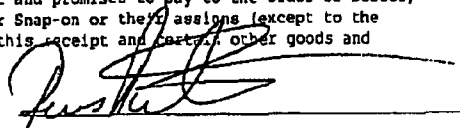
\* \* WE APPRECIATE YOUR BUSINESS \* \*

\*\*\*\*\* WEAR SAFETY GOGGLES \*\*\*\*\*  
 \*\*\*\*\* USE THE RIGHT TOOL \*\*\*\*\*  
 \*\*\*\*\* USE THE TOOL PROPERLY \*\*\*\*\*  
 \*\*\*\*\* MAINTAIN THE TOOL REGULARLY \*\*\*\*\*

1.	Total Cash Sale Price	879.08
2.	Amount of down payment and/or trade-in	0.00
	A. Down payment	0.00
	B. Trade-in	0.00
3.	Unpaid balance of cash price	879.08
4.	Security interest charge	94.00
5.	Principal Balance (Amount Financed)	973.08
6.	Unpaid Prior Balance	16161.17
7.	Other Charges	0.00
8.	New Principal Balance (Amount Financed)	17134.25
9.	Amount of Finance Charge	8878.75
10.	TOTAL OF PAYMENTS	26013.00
11.	TOTAL CREDIT SALE PRICE	26013.00
260 WEEKLY PAYMENTS OF 100.05 ESTIMATED AT 18.000 % APR		

CUSTOMER AGREES THAT THIS CREDIT SALE IS GOVERNED BY THE PURCHASE MONEY SECURITY AGREEMENT OR THE CREDIT SALE CONTRACT  
 AND ANY RIDERS ( "EC CONTRACT" ) BETWEEN DEALER OR SNAP-ON AND CUSTOMER.

Customer acknowledges delivery and acceptance of the goods described in this receipt and promises to pay to the order of Dealer,  
 Snap-on or their assigns, the Total Credit Sales Price. Customer grants to Dealer or Snap-on or their assigns (except to the  
 extent prohibited by law) a security interest in the goods and equipment listed on this receipt and certain other goods and  
 equipment in accordance with the EC Contract.

CUSTOMER: 

\*\* Continued on Next Page \*\*

MARK HESSER AUTHORIZED DEALER FOR  
S N A P - O N T O O L S  
I N V O I C E  
CREDIT SALE RECEIPT

SALE DATE 12/21/2005

PAGE 2

SOLD BY :

MARK HESSER  
141 TOWHILL RD

PORT MATILDA, PA  
16870-0000

BUSINESS : 814-692-5241

MOBILE : 814-571-7239

TAX RATE = 6.000%

SOLD TO :

RUSS PETERSON 3-17-12  
RD2 BOX 54F

HOUTZDALE, PA  
16651-

TELEPHONE : 814-378-8992

CUST ACCOUNT # 187-38-8945

P.O. # =

SALE TYPE = CREDIT SALE

INVOICE NO. = 161786

QTY.	PRODUCT NO.	DESCRIPTION	EACH	COMMENTS	LC LINE	TOTAL
------	-------------	-------------	------	----------	---------	-------

Date :	12/21/05 16:17:20	RECEIPT FOR PAYMENTS			Receipt No.- 161786	
ACCT	OPENING	SALE	PAYMENT	CLOSING		
CASH	0.00	0.00	0.00	0.00		
R/A	380.98	-380.98	0.00	0.00	R/A Trans Amount	
E.C.	0.00	0.00	0.00	0.00		
MISC	0.00	0.00	0.00	0.00		
CS106165178	NEW SALE	26013.00	100.00	25913.00	Opening Bal In Sale	
O/A	0.00	0.00	0.00	0.00		

3-17-12



**CREDIT SALE CONTRACT OR ADD-ON RIDER**  
(RETAIL INSTALLMENT CONTRACT)

This Credit Sale Contract or Add-On Rider ("Credit Sale Contract" or "Agreement") provides the terms that the buyer named below (referred to as "you" "your," or "Buyer") agrees to purchase the tools, equipment and other merchandise listed under "Property Description" or on attached invoice or appendix from an authorized Snap-on Tools Company LLC Dealer or Snap-on sales representative ("Dealer"). **BUYER REPRESENTS AND WARRANTS THAT THE PROPERTY PURCHASED UNDER THIS AGREEMENT IS TO BE USED PRIMARILY FOR COMMERCIAL OR BUSINESS PURPOSES AND NOT PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.**

SEE APPENDIX A, INVOICE NO.31338  
FOR "PROPERTY DESCRIPTION"

DATED 09/28/2006

Dealer Number 30995  
Contract Date: 09/28/2006  
Debtor Number 106165178

**ITEMIZATION OF TOTAL CREDIT SALE PRICE**

- |   |             |
|---|-------------|
| 1. Total cash sale price (including tax, if any):   | \$ 489.88   |
| 2. Amount of down payment and/or trade-in   |             |
| a. Down Payment   | \$ 0.00     |
| b. Trade-in (Description of trade-in items are on the attached invoice or Appendix A)   | \$ 0.00     |
| c. Total Down Payment (2a + 2b):  | \$ 0.00     |
| 3. Unpaid balance of total cash sale price: (Total cash sale price - total down payment)  | \$ 489.88   |
| 4. Security Interest Charge   |             |
| a. To public officials (filing fees):   | \$ 94.00    |
| b. Florida Document Stamp Tax: (Florida Residents Only)   | \$ 0.00     |
| c. Processing Fee:  | \$ 0.00     |
| d. Total Security Interest Charge (4a+4b+4c)  | \$ 94.00    |
| 5. Subtotal Principal Balance (new sale amount financed): (Unpaid balance of total cash sale price + Total Security Interest Charge)  | \$ 583.88   |
| 6. Unpaid Balance: (Payoff of prior Credit Sale Contracts, Add-on Rider(s), and prior Extended Credit Purchase Money Security Agreements)   | \$ 16233.39 |
| Beginning Date on 1 <sup>st</sup> Credit Sale Contract  | 10/06/1999  |
| 7. Other Charges (specify):   | \$ 0.00     |
| 8. New Amount Financed: (Subtotal Principal Balance + Unpaid Balance + Other charges) (Note: finance charges will not be charged on accrued but unpaid finance charges. See Section 2 below.) | \$ 16817.27 |
| 9. Amount of Finance Charge (estimated):  | \$ 8714.73  |
| 10. TOTAL OF PAYMENTS (estimated) (New Amount Financed + Amount of Finance Charge)  | \$ 25532.00 |
| 11. TOTAL CREDIT SALE PRICE (estimated) (Total of Payments + Total Down Payment)  | \$ 25532.00 |

**YOUR PAYMENT SCHEDULE WILL BE:**

Number of Payments 260  
Payments Due Each WEEK  
Payment Amount \$ 98.20  
1<sup>st</sup> Payment Due Date 10/05/2006  
ANNUAL PERCENTAGE RATE 18.000 %  
The cost of your credit as a yearly rate  
Amount Financed \$ 16817.27  
(sum of 5, 6, and 7) The amount of credit provided to you or on your behalf:  
FINANCE CHARGE \$ 8714.73  
The estimated dollar amount the credit will cost you  
Total of Payments \$ 25532.00  
(sum of 8 and 9) The estimated amount you will have paid after you make all the payments on time  
Total Credit Sale Price \$ 25532.00  
(sum of 2c and 10)  
The total estimated cost of your purchase on credit

**Insurance:** Credit life insurance and credit disability insurance are not required to obtain credit. You may obtain property insurance from anyone you want who is acceptable to Dealer's assignee, Snap-on Credit LLC. Insurance, if any is included in this contract, does not provide coverage for personal liability or property damage caused to others.

**Security:** You are giving a security interest in (a) the goods or property being purchased under this Agreement and any prior Agreement; and (b) if permitted by law all other goods or property bearing any Snap-on trademark.

**Late charge:** If a payment is late, you will be charged \$10.00 or 5% of the payment due whichever is greater, but not more than the maximum amount permitted under applicable law.

**NSF charge:** If you make a payment by check or debit and that payment is denied by your bank for insufficient funds or any other reason, then you will owe not only the payment but also an NSF charge of \$25, but not more than the maximum amount permitted under applicable law.

**Prepayment:** If you pay off early, you will not pay a penalty and you may be entitled to a refund of part of the finance charge. Your finance charges are calculated based on your average daily outstanding balance due.

**Add-On Rider:** If you have an unpaid balance on any Prior Agreement, Credit Sale Contract or Add-On Rider(s), then this Agreement is also an Add-On Rider to the prior Agreement(s). See below for additional information about any Add-On Rider.

**SEE BELOW AND ON ADDITIONAL PAGES** for additional terms and information about nonpayment, default, and repayment in full before the scheduled date, and prepayment refunds and penalties.

**IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT SIGNED BY YOU AND THE DEALER OR SNAP-ON TOOLS COMPANY LLC OR ITS AFFILIATE THROUGH THEIR SALES REPRESENTATIVE (COLLECTIVELY REFERRED TO IN THIS AGREEMENT AS "DEALER") OR, IF ASSIGNED, WITH SNAP-ON CREDIT LLC ("SNAP-ON CREDIT") OR ITS ASSIGNS.**

## ADDITIONAL TERMS

1. **Offer of Cash Sale or Payment Over Time.** Dealer has offered you a choice of buying the Property for a stated cash price payable immediately or buying the Property for a Total Credit Sale Price which permits you to purchase the Property now, but pay in installments over an extended period of time. The Total Credit Sale Price will be more or less, depending on when you pay and the amount you pay each time, and the Total Credit Sale Price is more than the cash sale price because it includes a finance charge to compensate the Dealer for waiting before collecting the full purchase price.
2. **Payment Terms.** You agree to pay to Dealer or Dealer's assignee the Amount Financed plus finance charges applied to the outstanding balance thereof at the annual percentage rate set forth on page one during the time any balance under this Agreement remains unpaid. You agree to make equal weekly payments (or such other periodic payment schedule if specifically agreed in writing) (in cash, check or money order) as set forth under "Your payment schedule will be" on the first page of this Agreement until all amounts due under this Agreement are paid (provided that the final payment shall be in the amount of the unpaid balance of the Amount Financed plus accrued but unpaid finance charges). You may prepay the balance of the Amount Financed without penalty at any time; and doing so will reduce the amount of finance charge you would otherwise be required to pay. Unless you prepay the entire outstanding balance of the Amount Financed, however, the amount you are required to pay each week will remain the same, with any adjustments being reflected in the last payment and in the number of payments. If you make an overpayment when you prepay the entire outstanding balance of the Amount Financed, we will not be required to refund amounts less than \$1.00. If you pay the amount due under this Agreement late, the finance charge will continue to accrue monthly on the unpaid average daily balance. In that event, your last payment may be increased to pay the full balance due. Dealer may offer a deferred first payment due date; however, the estimated Finance Charge and the number and amount of payments on the first page of this Agreement are based on payments beginning immediately after the date of this Agreement. If you elect to defer your payments, you will not be charged late fees, but finance charges will continue to accrue on the unpaid balance, and you will owe additional finance charges that may not be reflected in the estimate on the first page. You and your Dealer may agree to transfer to the Amount Financed any balance you may owe Dealer as a result of prior purchases pursuant to your truck account or revolving account ("RA") credit that Dealer has extended to you. You represent, warrant and agree that: (a) you are justly indebted to Dealer for the full amount of the Amount Financed plus finance charges accruing on it; (b) all information supplied and statements made by you in any application for credit before or at the same time as the execution of this Agreement are and will be correct, complete and genuine, (c) you only owe the dealer for any prior purchases being transferred from RA and have no other liens and encumbrances on the RA tools and equipment being pledged as security under this Agreement, and (d) any items used as a trade-in are free of all liens or other encumbrances, are fully paid for, and you possess good and marketable title to it. The Unpaid Balance under any prior Agreement, including accrued but unpaid finance charges, is used to calculate your payment amount; however, you will pay finance charges only on the outstanding principal balance (cash price) of the Amount Financed.
3. **Allocation of Payments.** Your payments will be allocated first to any additional charges, costs and expenses, and then to any finance charge in the order it is incurred, and then to the payment of the cash price of each purchase in the order in which the purchase was made under prior agreements (Credit Sale Contract or Add-On Riders) first and then this Agreement, with the payments being applied to the oldest purchase first; lowest-priced same day purchases paid off first. Down payments and trade-ins will be applied to the cash price of all items purchased on the same day, credited based upon the lowest-priced purchases first.
4. If this is an ADD-ON RIDER: You agree to purchase the additional Property listed in the "Property Description" referred to above, Appendix A, any attachment(s) and any invoice(s) and to pay for such Property as well as the Property purchased under the prior Agreement(s) according to the payment terms listed in this Agreement. If the prior Agreement(s) to which this Add-On Rider relates has/have been assigned to Snap-on Credit LLC ("Snap-on Credit"), then this Add-On Rider is also assigned to Snap-on Credit and all references to Dealer are to Snap-on Credit as Dealer's Assignee.
5. **Grant of Security Interest.** As security for your obligations under this Agreement, you hereby grant Dealer a purchase money security interest under the Uniform Commercial Code in each item of Property you purchase under this Agreement until that item is paid for. As further security for your obligations under this Agreement, in all states except where prohibited by applicable law for agreements of this type, you hereby grant Dealer a non-purchase money security interest in each other item of tools, goods and equipment previously purchased or hereafter acquired from a Snap-on Dealer, and any and all goods and equipment manufactured or distributed by Snap-on Incorporated or bearing Snap-on Incorporated trademarks or logos, together with all proceeds (including insurance proceeds), accessions, attachments, additions, substitutions and replacements to and of such items (the foregoing and the Property are collectively referred to as "Collateral"). If this Agreement is assigned to Snap-on Credit pursuant to Section 6 below, and if the Amount Financed includes a transfer of RA balance owed to Dealer, then Dealer hereby assigns to Snap-on Credit any purchase money security interest that Dealer may have in any merchandise reflected in the RA balance so transferred. In such case, Snap-on Credit shall continue to hold a purchase money security interest in such merchandise after such transfer. You agree not to remove any Collateral from the state where the original sale was made without the written consent of Dealer or Snap-on Credit, if this Agreement is assigned to Snap-on Credit. You agree not to sell, dispose of or encumber any Collateral until your entire balance due is paid in full.
6. **Assignment by Dealer.** (a) Dealer may assign this Agreement for value to Snap-on Credit LLC, 950 Technology Way, Suite 301, Libertyville, IL 60048. If Dealer assigns this Agreement to Snap-on Credit, then after such assignment (1) Snap-on Credit or its assigns shall have all the rights and remedies of Dealer under this Agreement and all of your obligations, agreements, representations and warranties shall be deemed to have been made to Snap-on Credit with the same effect as if Snap-on Credit were an original party to this Agreement; and (2) Dealer will not have any power or authority to exercise any such rights or remedies, give any consents under Section 5 or change or modify this Agreement or any related document in any way. (b) If this Agreement is assigned to Snap-on Credit, you agree to deliver your payments to Dealer or directly to Snap-on Credit. *The Dealer is not Snap-on Credit's agent for any purpose.* If you make payments to your Dealer, the Dealer will be acting as your agent. In that capacity, the Dealer has agreed with Snap-on Credit to remit payments under this Agreement to Snap-on Credit on a regular basis. You will be credited with payment on the date Snap-on Credit receives payment from the Dealer. Payments received by Snap-on Credit after 10:00 a.m. CST will be credited on the next business day. Snap-on Credit will credit you and waive additional finance charges and late charges on any installment regardless of when payment is received from the dealer if you have proof of your timely payment to the Dealer (such as a valid receipt or canceled check). Alternatively, you may make any payments (by debit, check or money order payable to Snap-on Credit, and not cash) directly to Snap-on Credit at the address provided to you by Snap-on Credit, in which case you will be credited with payment on the date Snap-on Credit receives the payment. Snap-on Credit may require you to make payments directly to it. Snap-on Credit's business days are Monday through Friday, excluding holidays.
7. **Property Insurance.** So long as Dealer or its assigns has a security interest in any Collateral, you will obtain and keep in force fire and other casualty Insurance on the Collateral in an amount and form and written by insurers satisfactory to Dealer, with loss payable to Dealer or Dealer's assignee. If you fail to do so, Dealer or its assigns may, at their option, purchase such insurance, in which event you must pay the cost thereof to Dealer or its assigns on demand. However, any failure by Dealer to obtain and keep in force such insurance, after your failure to do so, shall not release you from any obligations or liability under this Agreement or any prior agreements. *Any insurance procured by Dealer under this section will not include insurance for property damage to others.*
8. **Additional Charges.** To the extent permitted by and subject to applicable law, you agree to pay the additional charges listed below. If a fee is not assessed, Dealer does not waive the right to insist on strict compliance with this Agreement by you at any time. (a) **Security Interest Charges.** You will be assessed a Security Interest Charge to cover (1) fees and charges paid to public officials for determining the existence of or for perfecting, releasing or satisfying the security interest you granted under this Agreement, and (2) the premium or other costs payable for any outside service retained to provide searches and filings for perfecting and verifying such security interest. (b) **Late Charges.** If you fail to make payments under this Agreement within 30 days after the date due, you may be assessed a Late Charge of \$10.00 or 5% of the payment due, whichever is greater, but not more than permitted by applicable law. (c) **NSF Check Charges.** If your check is not paid by your bank because of non-sufficient funds, a closed account, or for any other reason, you may be assessed an NSF Check Charge of \$25.00 or such lesser amount permitted by applicable law. (d) **Legal Fees.** In addition to the full amount owed and any court costs, if any matter arising out of your default under this Agreement is referred to an attorney to collect the amount you owe or to repossess any Collateral, you agree to pay all costs and expenses (including all actual and reasonable attorneys' fees and costs) incurred by us in enforcing any of the terms of this Agreement or any of our rights against you.
9. **Events of Default.** The occurrence of any one of the following events constitutes a default under this Agreement: (a) You do not pay at least the minimum payments due or you otherwise become delinquent on any other obligation to Dealer, or if this Agreement is assigned, to such assignee; (b) you file or consent to the filing of bankruptcy or similar proceedings against you or you become insolvent, or your financial condition deteriorates significantly and it appears likely that you will not be able to repay Dealer for any reason; (c) you die, become imprisoned or are declared legally incompetent; (d) you at any time give Dealer information that is inaccurate, misleading or incomplete; or (e) you fail to comply with any terms or conditions of this Agreement.

**IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT SIGNED BY YOU AND THE DEALER OR SNAP-ON TOOLS COMPANY LLC OR ITS AFFILIATE THROUGH THEIR SALES REPRESENTATIVE (COLLECTIVELY REFERRED TO IN THIS AGREEMENT AS "DEALER") OR, IF ASSIGNED, WITH SNAP-ON CREDIT LLC ("SNAP-ON CREDIT") OR ITS ASSIGNS.**

**APPENDIX A**  
**"Property Description"**

INVOICE DATE 09/28/2006

INVOICE NUMBER 31338

DEBTOR NUMBER

106165178

Dealer

Buyer (Debtor)

MATTHEW E. WILBURN

RUSS

PETERSON

Invoice Subtotal \$ 369.82

Total R/A Transfer \$ 97.87

Tax Applied \$ 22.19

Invoice Total \$ 369.82

Total Including Tax \$ 392.01

Line	QTY	PRODUCT NO. SERIAL NO.	DESCRIPTION	EACH	COMMENTS	LC	LINE TOTAL
1	1	SHP5814L 28H06A	SPRY GUN COBALT 1.4H	179.32	0.00	0	179.32
2	1	87BCP 0	DIAG CUTTER.	32.50	0.00		32.50
3	1	ECU4325A	13 WATT LGT 25 FT	73.49	0.00	7	73.49
4	1	113STMMY	SOCKET SET	182.75	0.00	7	182.75
5	1	SHLF936	LONG SOFT GRIP FLEX	158.00	0.00	0	158.00

### Equipment List

#### Model No.

MB4525  
KRA54  
WKKJ990066  
PH2050CH4X  
PDR3A  
ECU4425X  
AT195  
DAS10B  
R450B  
PS306  
AT711  
YA590  
BF35X  
WHTA4500  
BF590  
CJ2001P  
BF620B  
97CCP  
TR108  
911ACP  
1RC231  
MRB10  
113TMMMDMLX  
BRA718V  
CJ2001P  
TML8360  
PSB100R  
ACT118B  
CT4F  
PWC13  
CJ1200  
4VP8R  
YA427A  
URS5500HT  
57AHLF  
SDD2X  
113TMMY  
PDR5AXX  
GAE56C1  
FLF936  
ET1470X  
YA6120  
YAKS1

#### Description

277832 Roll Cab MATC  
665231 Tool Box  
Jump N Carry  
00180150 Air Hammer  
00110333 Drill  
Light  
Pistol Grip Air Shea 390083  
Shears  
Sold Gunkit  
370553  
3/8 Air Ratchet 120335  
Helmet  
Ratchet  
Welder Starter kit 37924  
Paint Gun  
Puller w/pb  
No. 2 mallet  
Pliers  
Valve Tool  
Pliers Stork  
Wrench, Air Impact  
Magnetic Tray  
Socket Set  
2 STG Compressor 2A25241  
Puller w/pb  
1/4 DR Ratchet  
Red Spd Blst  
Set  
Circuit Tester  
Wire Crimp  
SL Hamm Kit  
Vise Grip  
Welders Glove  
Welder, Mini Airless  
Pliers  
Screwdriver  
S/Hex Set  
06/01 Promo-Air Dr  
Safety Plate  
HSS Flex Rat  
Buffer 001568  
Fan Clutch Wrench Set  
Solid Iron Kit



HP650M  
CT4G  
Used Box  
EELR338AP  
KRA2411PES  
T936  
GA599  
SGDP42IRA  
AXOSNR02L  
AXOSNR02M  
MTSLAS38  
SGDP42IRA  
FBP10  
TMM10  
STMM10  
BF900EXC14RC  
MMR250SL  
AT403MCK  
ETB1580  
AT475A  
AT118  
A177A  
87BCP  
FLF936  
SHP5814L  
87BCP  
ECU4325A  
113STMMY  
SHLF936

Nutsert Kit-M  
Circuit Tester  
SNAPON d12342309b  
Red Mid Rise Lift 49003054  
11-DRW 54X24 Roll  
HSS Rat Std  
Depth GA  
ACR-Screddriver  
Gloves Lg Red Racing  
Gloves Med Red Racing  
3/8 Lock-A-Socket  
ACR Screwdriver  
RKT Reelgag  
Socket  
Socket  
Paint Gun, Racing Log  
MUSC MIG 23OV 21003  
Micro Polisher 05130116  
7 In. VS Polisher 015446699  
Sander 04220089  
Comfort Grip Mini 05150789  
Pad Tool  
Diag. Cutter  
HSS Flex Rat  
Spray Gun Cobalt 1.4H  
Diag. Cutter  
13 Watt Lgt 25 Ft.  
Socket Set  
Long Soft Grip Flex



**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]  
Phone: (800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

UCC Direct Services  
P.O. Box 29071  
Glendale, CA 91209-9071

9376504

PA, Secretary of Commonwealth

UCC Direct Services  
Representation of filingThis filing is Completed  
File Number : 2006092903907  
File Date : 29-SEP-2006

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION NAME				
OR				
1b. INDIVIDUAL LAST NAME PETERSON		FIRST NAME RUSS	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 2 RD BOX 54F		CITY HOUTZDALE	STATE PA	POSTAL CODE 16651
			COUNTRY US	
1d. SEE INSTRUCTIONS 187388945	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Sole Proprietor	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION NAME				
OR				
2b. INDIVIDUAL LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY US	
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

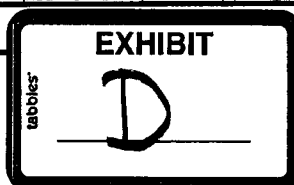
3a. ORGANIZATION NAME SNAP ON CREDIT				
OR				
3b. INDIVIDUAL LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 950 TECHNOLOGY WAY, SUITE 301		CITY LIBERTYVILLE	STATE IL	POSTAL CODE 60048
			COUNTRY US	

4. This FINANCING STATEMENT covers the following collateral:

Purchase Money Security Interest in automotive tools and equipment, more specifically, listed on Credit Sales Contract or Equipment Lease No. listed below. In addition to the purchase money security interest granted in the collateral listed on the referenced, the collateral shall include all items of tools and equipment of Debtor, whether now owned or hereafter acquired, which were acquired from a Snap-on Dealer, and any and all goods and equipment manufactured or distributed by Snap-on Incorporated or any of its affiliates, or bearing the Snap-on or Sun Electric trademarks or logos, together with all proceeds (including insurance proceeds or claims), accessions, attachments, additions, substitutions and replacements to and of such items (the foregoing and the collateral listed on the referenced Credit Sales Contract or Equipment Lease are collectively referred to as "Collateral"). Credit Sales Contract No.: 106165178\*14

5. ALTERNATE DESIGNATION [if applicable]: <input type="checkbox"/> LESEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAILOR <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AG. LIEN <input type="checkbox"/> NON-UCC FILING				
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS [if applicable] Attach Addendum [if applicable] Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional] <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2				
8. OPTIONAL FILER REFERENCE DATA DSSPH 106165178*14				
22185091				

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/02/02)



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 8-1010-CD

SNAP-ON CREDIT LLC  
vs  
RUSS PETERSON

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 07/02/2008 HEARING: PAGE: 104242

DEFENDANT: RUSS PETERSON  
ADDRESS: 901 DOREY ST.  
CLEARFIELD, PA 16830  
ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, 6/11/08 AT 1036 AM PM SERVED THE WITHIN

COMPLAINT ON RUSS PETERSON, DEFENDANT

BY HANDING TO Brenda Haney, girlfriend

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

ADDRESS SERVED 901 Dorey st. Clearfield

NOW AT AM / PM POSTED THE WITHIN

COMPLAINT FOR RUSS PETERSON

AT (ADDRESS)

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

I MAKE RETURN OF NOT FOUND AS TO RUSS PETERSON

REASON UNABLE TO LOCATE

SWORN TO BEFORE ME THIS

DAY OF 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Deputy Signature

S. Hunter

Print Deputy Name

FILED

JUN 11 2008

03:30 PM  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

FILED Atty pd. \$20.00  
SEP 02 2008 ICC Notice  
to Def.

William A. Shaw  
Prothonotary/Clerk of Courts

Statement to  
Atty  
(60)

SNAP-ON CREDIT LLC

Plaintiff

vs.

Civil Action No. 2008-1010-CD

RUSS PETERSON

Defendant

PRAECIPE FOR DEFAULT JUDGMENT

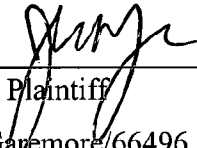
To the Prothonotary:

Enter judgment in favor of Plaintiff and against Russ Petersen for want of an answer.

(✓) Assess Damages as Follows:	
Debt	\$16,009.45
Legal Fees	\$ 945.00
Interest (per diem interest (\$7.90) from 04/21/08)	<u>\$ 1,026.35</u>
Total:	\$17,980.80

ALSO ENTER JUDGMENT FOR POSSESSION OF THE EQUIPMENT LISTED ON  
EXHIBIT "A."

I CERTIFY THAT THE FOREGOING ASSESSMENT OF DAMAGES IS FOR SPECIFIED AMOUNTS ALLEGED TO BE DUE IN THE COMPLAINT AND IS CALCULABLE AS A SUM CERTAIN FROM THE COMPLAINT. I certify that written notice of the intention to file this Praecipe was mailed or delivered to the party against whom judgment is to be entered and to his attorney of record, if any, after the default occurred and at least ten (10) days prior to the date of the filing of this Praecipe. A copy of the notice is attached as Exhibit "B" R.C.P. 237.1

  
\_\_\_\_\_  
Attorney for Plaintiff

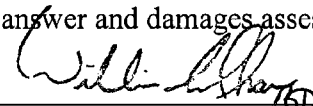
Joseph M. Garemore/66496

Print/Type Name and ID Number

(856) 812-8900

Phone Number

This 2<sup>nd</sup> day of September, 2008, judgment is entered in favor of Plaintiff and against Defendant, Russ Peterson by default for want of an answer and damages assessed at the sum of \$17,980.80 as per the above certification.

  
\_\_\_\_\_  
Prothonotary, Clearfield County

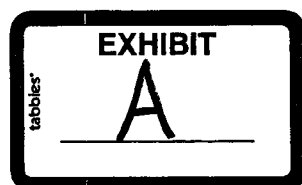
### Equipment List

#### Model No.

MB4525  
KRA54  
WKKJ990066  
PH2050CH4X  
PDR3A  
ECU4425X  
AT195  
DAS10B  
R450B  
PS306  
AT711  
YA590  
BF35X  
WHTA4500  
BF590  
CJ2001P  
BF620B  
97CCP  
TR108  
911ACP  
1RC231  
MRB10  
113TMMDMLX  
BRA718V  
CJ2001P  
TML8360  
PSB100R  
ACT118B  
CT4F  
PWC13  
CJ1200  
4VP8R  
YA427A  
URS5500HT  
57AHLF  
SDD2X  
113TMMY  
PDR5AXX  
GAE56C1  
FLF936  
ET1470X  
YA6120  
YAKS1

#### Description

277832 Roll Cab MATC  
665231 Tool Box  
Jump N Carry  
00180150 Air Hammer  
00110333 Drill  
Light  
Pistol Grip Air Shea 390083  
Shears  
Sold Gunkit  
370553  
3/8 Air Ratchet 120335  
Helmet  
Ratchet  
Welder Starter kit 37924  
Paint Gun  
Puller w/pb  
No. 2 mallet  
Pliers  
Valve Tool  
Pliers Stork  
Wrench, Air Impact  
Magnetic Tray  
Socket Set  
2 STG Compressor 2A25241  
Puller w/pb  
¼ DR Ratchet  
Red Spd Blst  
Set  
Circuit Tester  
Wire Crimp  
SL Hamm Kit  
Vise Grip  
Welders Glove  
Welder, Mini Airless  
Pliers  
Screwdriver  
S/Hex Set  
06/01 Promo-Air Dr  
Safety Plate  
HSS Flex Rat  
Buffer 001568  
Fan Clutch Wrench Set  
Solid Iron Kit



HP650M  
CT4G  
Used Box  
EELR338AP  
KRA2411PES  
T936  
GA599  
SGDP42IRA  
AXOSNR02L  
AXOSNR02M  
MTSLAS38  
SGDP42IRA  
FBP10  
TMM10  
STMM10  
BF900EXC14RC  
MMR250SL  
AT403MCK  
ETB1580  
AT475A  
AT118  
A177A  
87BCP  
FLF936  
SHP5814L  
87BCP  
ECU4325A  
113STMMY  
SHLF936

Nutsert Kit-M  
Circuit Tester  
SNAPON d12342309b  
Red Mid Rise Lift 49003054  
11-DRW 54X24 Roll  
HSS Rat Std  
Depth GA  
ACR-Screddriver  
Gloves Lg Red Racing  
Gloves Med Red Racing  
3/8 Lock-A-Socket  
ACR Screwdriver  
RKT Reelgag  
Socket  
Socket  
Paint Gun, Racing Log  
MUSC MIG 23OV 21003  
Micro Polisher 05130116  
7 In. VS Polisher 015446699  
Sander 04220089  
Comfort Grip Mini 05150789  
Pad Tool  
Diag. Cutter  
HSS Flex Rat  
Spray Gun Cobalt 1.4H  
Diag. Cutter  
13 Watt Lgt 25 Ft.  
Socket Set  
Long Soft Grip Flex

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SNAP-ON CREDIT LLC

vs.

RUSS PETERSON

NO. 20008-1010-CD

To: Russ Peterson  
901 Dorey Street  
Clearfield, PA 16830

Date of Notice: July 16, 2008

**IMPORTANT NOTICE**

Pursuant to PA RCP 237.1(a)(2)

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPROTANT RIGHTS.

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

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

LAWYER REFERENCE SERVICE  
CLEARFIELD COUNTY BAR ASSOCIATION  
230 E. Market Street  
Clearfield, PA 16830  
(814) 765-2641

Signature: \_\_\_\_\_

Joseph M. Garemore, Esquire

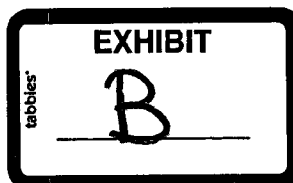
Address: Brown & Connery, LLP

6 N. Broad Street

Woodbury, NJ 08096

Telephone No: (856) 812-8900

Supreme Court ID No: 66496



IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

SNAP-ON CREDIT LLC

Plaintiff(s)

vs.

RUSS PETERSON

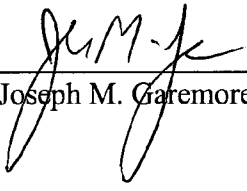
Defendant(s)

:  
:  
:  
:  
:  
:  
:  
:  
:  
:

Civil Action No. 2008-1010-CD

AFFIDAVIT OF NON-MILITARY SERVICE

The undersigned, being duly sworn, according to law, deposed and says that the Defendant(s) is/are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940 as amended (see attached).

  
\_\_\_\_\_  
Joseph M. Garemore

Sworn to and subscribed before me  
this 29<sup>th</sup> day of August, 2008.

  
\_\_\_\_\_  
Notary Public

MICHELLE WYMAN  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 20, 2010

FILED  
mly:0161  
SEP 02 2008

William A. Shaw  
Prothonotary/Clerk of Courts

Department of Defense Manpower Data Center

AUG-29-2008 08:29:42



Military Status Report  
Pursuant to the Servicemembers Civil Relief Act

◀ Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
PETERSON	RUSS	Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.		

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

*Mary M. Snavelly-Dixon*

Mary M. Snavelly-Dixon, Director  
Department of Defense - Manpower Data Center  
1600 Wilson Blvd., Suite 400  
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. §§ 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status by contacting that person's Military Service via the "defenselink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

If you obtain further information about the person ( e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

See: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>

WARNING: This certificate was provided based on a name and Social Security number (SSN) provided by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

Report ID: **IKJKMQZZMZ**



COPY

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

SNAP-ON CREDIT LLC

Plaintiff

vs.

RUSS PETERSON

Defendant

Civil Action No. 2008-1010-CD

**236 NOTICE**

NOTICE IS GIVEN THAT A JUDGMENT IN THE ABOVE CAPTIONED MATTER  
HAS BEEN ENTERED AGAINST YOU FOR MONEY DAMAGES, AND FOR POSSESSION  
OF THE EQUIPMENT ON EXHIBIT "A" ATTACHED.

*William A. Shaw* 9/21/08

WILLIAM A. SHAW, PROTHONOTARY

IF YOU HAVE ANY QUESTIONS CONCERNING THE ABOVE, PLEASE CONTACT:

*Joseph M. Garemore* /66496  
Signature/ID Number

**Joseph M. Garemore**  
Print Name

**6 N. Broad Street**  
Address

**Woodbury, NJ 08096**

**(856) 812-8900**  
Phone Number

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
STATEMENT OF JUDGMENT

COPY

Snap-on Credit LLC  
Plaintiff(s)

No.: 2008-01010-CD

Real Debt: \$17,980.80

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Russ Peterson  
Defendant(s)


Entry: \$20.00

Instrument: Default Judgment

Date of Entry: September 2, 2008

Expires: September 2, 2013

Certified from the record this 2nd day of September, 2008.

  
\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104242  
NO: 08-1010-CD  
SERVICES 1  
COMPLAINT

PLAINTIFF: SNAP-ON CREDIT LLC  
vs.  
DEFENDANT: RUSS PETERSON

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	BROWN	18657	10.00
SHERIFF HAWKINS	BROWN	18657	20.00

FILED  
9/30/08  
SEP 29 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff

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

SNAP-ON CREDIT LLC

Plaintiff

vs.

RUSS PETERSON

Defendant

Civil Action No. 2008-1010-CD

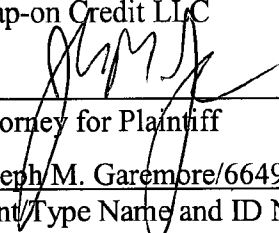
**PRAECIPE FOR WRIT OF POSSESSION**

TO THE PROTHONOTARY:

Kindly issue a Writ of Possession in the above proceeding for the property listed in the attached  
Exhibit "A."

**Brown & Connery LLP**

Attorneys for Plaintiff,  
Snap-on Credit LLC

  
\_\_\_\_\_  
Attorney for Plaintiff

Joseph M. Garemore/66496

Print/Type Name and ID Number

(856) 812-8900

Phone Number

5 **FILED** Any pd. 20.00  
m 112:4261  
OCT 17 2008 2cc @ writs  
William A. Shaw to Sheriff  
Prothonotary/Clerk of Courts  
(U)

### Equipment List

<u>Model No.</u>	<u>Description</u>
MB4525	277832 Roll Cab MATC
KRA54	665231 Tool Box
WKKJ990066	Jump N Carry
PH2050CH4X	00180150 Air Hammer
PDR3A	00110333 Drill
ECU4425X	Light
AT195	Pistol Grip Air Shea 390083
DAS10B	Shears
R450B	Sold Gunkit
PS306	370553
AT711	3/8 Air Ratchet 120335
YA590	Helmet
BF35X	Ratchet
WHS44500	Welder Starter kit 37924
BF590	Paint Gun
CJ2001P	Puller w/pb
BF620B	No. 2 mallet
97CCP	Pliers
TR108	Valve Tool
911ACP	Pliers Stork
1RC231	Wrench, Air Impact
MRB10	Magnetic Tray
113TMMMDMLX	Socket Set
BRA718V	2 STG Compressor 2A25241
CJ2001P	Puller w/pb
TML8360	¼ DR Ratchet
PSB100R	Red Spd Blst
ACT118B	Set
CT4F	Circuit Tester
PWC13	Wire Crimp
CJ1200	SL Hamm Kit
4VP8R	Vise Grip
YA427A	Welders Glove
URS5500HT	Welder, Mini Airless
57AHLF	Pliers
SDD2X	Screwdriver
113TMMY	S/Hex Set
PDR5AXX	06/01 Promo-Air Dr
GAE56C1	Safety Plate
FLF936	HSS Flex Rat
ET1470X	Buffer 001568
YA6120	Fan Clutch Wrench Set
YAKS1	Solid Iron Kit



HP650M  
CT4G  
Used Box  
EELR338AP  
KRA2411PES  
T936  
GA599  
SGDP42IRA  
AXOSNR02L  
AXOSNR02M  
MTSLAS38  
SGDP42IRA  
FBP10  
TMM10  
STMM10  
BF900EXC14RC  
MMR250SL  
AT403MCK  
ETB1580  
AT475A  
AT118  
A177A  
87BCP  
FLF936  
SHP5814L  
87BCP  
ECU4325A  
113STMMY  
SHLF936

Nutsert Kit-M  
Circuit Tester  
SNAPON d12342309b  
Red Mid Rise Lift 49003054  
11-DRW 54X24 Roll  
HSS Rat Std  
Depth GA  
ACR-Screddriver  
Gloves Lg Red Racing  
Gloves Med Red Racing  
3/8 Lock-A-Socket  
ACR Screwdriver  
RKT Reelgag  
Socket  
Socket  
Paint Gun, Racing Log  
MUSC MIG 23OV 21003  
Micro Polisher 05130116  
7 In. VS Polisher 015446699  
Sander 04220089  
Comfort Grip Mini 05150789  
Pad Tool  
Diag. Cutter  
HSS Flex Rat  
Spray Gun Cobalt 1.4H  
Diag. Cutter  
13 Watt Lgt 25 Ft.  
Socket Set  
Long Soft Grip Flex

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

SNAP-ON CREDIT LLC

Plaintiff

vs.

RUSS PETERSON


Defendant

Civil Action No. 2008-1010-CD

**WRIT OF POSSESSION**

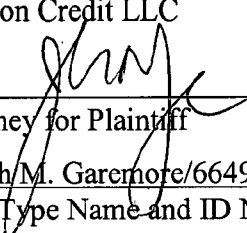
TO THE CLEARFIELD COUNTY SHERIFF:

You are directed to seize and deliver possession of the equipment listed in Exhibit "A,"  
attached hereto, to the Plaintiff or its agent.

  
\_\_\_\_\_  
William A. Shaw  
Prothonctary

10/17/08

**Brown & Connery LLP**  
Attorneys for Plaintiff,  
Snap-on Credit LLC

  
\_\_\_\_\_  
Attorney for Plaintiff

Joseph M. Garemore/66496

Print/Type Name and ID Number

(856) 812-8900

Phone Number

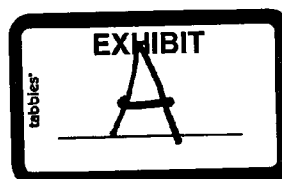
### Equipment List

#### Model No.

MB4525  
KRA54  
WKKJ990066  
PH2050CH4X  
PDR3A  
ECU4425X  
AT195  
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R450B  
PS306  
AT711  
YA590  
BF35X  
WHS44500  
BF590  
CJ2001P  
BF620B  
97CCP  
TR108  
911ACP  
1RC231  
MRB10  
113TMMMDMLX  
BRA718V  
CJ2001P  
TML8360  
PSB100R  
ACT118B  
CT4F  
PWC13  
CJ1200  
4VP8R  
YA427A  
URS5500HT  
57AHL  
SDD2X  
113TMMY  
PDR5AXX  
GAE56C1  
FLF936  
ET1470X  
YA6120  
YAKS1

#### Description

277832 Roll Cab MATC  
665231 Tool Box  
Jump N Carry  
00180150 Air Hammer  
00110333 Drill  
Light  
Pistol Grip Air Shea 390083  
Shears  
Sold Gunkit  
370553  
3/8 Air Ratchet 120335  
Helmet  
Ratchet  
Welder Starter kit 37924  
Paint Gun  
Puller w/pb  
No. 2 mallet  
Pliers  
Valve Tool  
Pliers Stork  
Wrench, Air Impact  
Magnetic Tray  
Socket Set  
2 STG Compressor 2A25241  
Puller w/pb  
¼ DR Rachet  
Red Spd Blst  
Set  
Circuit Tester  
Wire Crimp  
SL Hamm Kit  
Vise Grip  
Welders Glove  
Welder, Mini Airless  
Pliers  
Screwdriver  
S/Hex Set  
06/01 Promo-Air Dr  
Safety Plate  
HSS Flex Rat  
Buffer 001568  
Fan Clutch Wrench Set  
Solid Iron Kit





HP650M  
CT4G  
Used Box  
EELR338AP  
KRA2411PES  
T936  
GA599  
SGDP42IRA  
AXOSNR02L  
AXOSNR02M  
MTSLAS38  
SGDP42IRA  
FBP10  
TMM10  
STMM10  
BF900EXC14RC  
MMR250SL  
AT403MCK  
ETB1580  
AT475A  
AT118  
A177A  
87BCP  
FLF936  
SHP5814L  
87BCP  
ECU4325A  
113STMMY  
SHLF936

Nutsert Kit-M  
Circuit Tester  
SNAPON d12342309b  
Red Mid Rise Lift 49003054  
11-DRW 54X24 Roll  
HSS Rat Std  
Depth GA  
ACR-Screddriver  
Gloves Lg Red Racing  
Gloves Med Red Racing  
3/8 Lock-A-Socket  
ACR Screwdriver  
RKT Reelgag  
Socket  
Socket  
Paint Gun, Racing Log  
MUSC MIG 23OV 21003  
Micro Polisher 05130116  
7 In. VS Polisher 015446699  
Sander 04220089  
Comfort Grip Mini 05150789  
Pad Tool  
Diag. Cutter  
HSS Flex Rat  
Spray Gun Cobalt 1.4H  
Diag. Cutter  
13 Watt Lgt 25 Ft.  
Socket Set  
Long Soft Grip Flex

Russell  
Peterson

Auto Body  
Shop  
378-8974  
Cell phone  
290-4832

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-1010-CD

SNAP-ON CREDIT LLC  
vs  
RUSS PETERSON

SERVICE # 1 OF 1

WRIT OF POSSESSION

SERVE BY: 01/13/2008 HEARING: PAGE: 104795

DEFENDANT: RUSS PETERSON, PETERSON'S AUTO BODY  
ADDRESS: 139 WILLIAMS STREET  
RAMEY, PA 16671

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

FILED  
01/13/2009  
FEB 11 2009

William A. Shaw  
Prothonotary/Clerk of Courts

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS 11-17-08-8:49 AM - Called Matt Wibur - Left message

11-23-08-9:25 - Talked with Mr. Wibur - Told him defd  
SHERIFF'S RETURN will not answer door  
We will keep trying

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

WRIT OF POSSESSION ON RUSS PETERSON, PETERSON'S AUTO BODY, DEFENDANT

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

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

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

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

WRIT OF POSSESSION FOR RUSS PETERSON, PETERSON'S AUTO BODY

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

NOW 2-9-09 AT 8:00 AM (AM) PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF NOT FOUND AS TO RUSS PETERSON, PETERSON'S AUTO BODY

REASON UNABLE TO LOCATE Defd. Has evaded service - would not  
contact us - After leaving notes & phone calls

SWORN TO BEFORE ME THIS

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

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Dominic Magill  
Deputy Signature

Dominic Magillo  
Print Deputy Name

1-2-09- Talked with Mr. Peterson by phone. He stated he would call Matt Wilburn-(tools) And set something- and he would call me back. (Never Called back)

1-5-09- Tried Calling Mr. Peterson no Answer-

1-6-09- Tried Calling Mr. Peterson no Answer.

I told Mr. Peterson he had to take care of this ASAP- He said he would call back (never did)

Mr. Peterson stated he had tools at his body shop at his residence on <sup>901</sup> Dorcas street, Clearfield, Pa

# BROWN & CONNERY LLP

STEVEN G. WOLSCHINA  
PAUL MAINARDI  
MICHAEL J. VASSALOTTI  
WILLIAM M. TAMBUSSI  
MARK P. ASSELTA\*  
STEPHEN J. DeFEO\*  
JOSEPH M. NARDI, III\*  
CHRISTINE P. O'HEARN\*  
JOSEPH T. CARNEY\*  
KAREN A. MCGUINNESS\*  
SUSAN M. LEMING\*  
SHAWN C. HUBER\*  
MARK CAIRA

ATTORNEYS AT LAW AND PROCTORS IN ADMIRALTY  
6 NORTH BROAD STREET  
WOODBURY, NEW JERSEY 08096

TELEPHONE (856) 812-8900  
FACSIMILE (856) 853-9933  
[www.brownconnery.com](http://www.brownconnery.com)

WESTMONT, NJ 08108  
(856) 854-8900

CAMDEN, NJ 08102  
(856) 365-5100

PHILADELPHIA, PA 19102  
(215) 592-4352

OF COUNSEL  
NATHAN A. FRIEDMAN  
KATHIE L. RENNER\*  
MICHAEL R. MIGNOGNA\*  
JOSEPH G. ANTINORI  
CARL J. GREGORIO

THOMAS F. CONNERY, JR. (1915-2004)  
HORACE G. BROWN (1902-1990)  
HOWARD G. KULP, JR. (1906-1987)

MICHELLE H. BAER\*  
WILLIAM F. COOK\*  
MICHAEL J. DIPIERO\*  
BRIAN P. FAULK  
GINA M. FIGUEIRA\*  
JOSEPH M. GAREMORE\*  
ABIGAIL M. GREEN\*  
PATRICK J. HOLSTON\*  
JEFFREY R. JOHNSON\*  
DIANE S. KANE\*  
LOUIS R. LESSIG\*  
DONALD K. LUDMAN\*  
BETH L. MARLIN\*  
PAMELA A. MULLIGAN  
CHRISTOPHER A. ORLANDO\*  
TAIRONDA E. PHOENIX\*  
MATTHEW STECHER\*  
BLAIR C. TALTY\*

\* ALSO ADMITTED IN PENNSYLVANIA  
\* ALSO ADMITTED IN NEW YORK  
\* ALSO ADMITTED IN DELAWARE  
\* ALSO ADMITTED IN MARYLAND

◇ CERTIFIED BY THE SUPREME COURT OF  
NEW JERSEY AS A CIVIL TRIAL ATTORNEY  
~ CERTIFIED BY THE SUPREME COURT OF  
NEW JERSEY AS A WORKERS'  
COMPENSATION ATTORNEY

October 14, 2008

Chester A. Hawkins  
Clearfield County Sheriff's Office  
1 North Second Street  
Clearfield, PA 16830

**Re: Snap-on Credit LLC v. Russ Peterson**  
**Civil Action No. 2008-1010-CD**  
**Our File No. 08-0309**

Dear Sir/Madam:

This firm is counsel to the plaintiff. You should have received from the Prothonotary a filed Praecipe for Writ of Possession, Writ of Possession and a check in the amount of \$100 to cover the Sheriff's fee. Please serve the Writ and take possession of the equipment. The location of the equipment is:

**Peterson's Auto Body, 139 Williams Street, Ramey, PA 16671**

Please contact Snap-on's agent Matt Wilburn at (814) 329-2453 to coordinate the seizure. He is expecting your call and will be available to meet with your office on the appointed day to take possession of Snap-on's collateral.

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

SNAP-ON CREDIT LLC

Plaintiff

vs.

RUSS PETERSON

Defendant

Civil Action No. 2008-1010-CD

WRIT OF POSSESSION

TO THE CLEARFIELD COUNTY SHERIFF:

You are directed to seize and deliver possession of the equipment listed in Exhibit "A,"  
attached hereto, to the Plaintiff or its agent.

William A. Shaw  
William A. Shaw  
Prothonotary

**Brown & Connery LLP**  
Attorneys for Plaintiff,  
Snap-on Credit LLC

Joseph M. Garemore  
Attorney for Plaintiff

Joseph M. Garemore/66496  
Print/Type Name and ID Number

(856) 812-8900  
Phone Number

Received this writ this 17<sup>th</sup> day  
of October A.D. 2008  
At 3:00 A.M./P.M.

Charles G. Hambley  
Sheriff Dog Anthony Butler

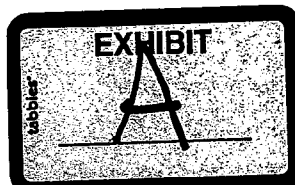
## Equipment List

### Model No.

MB4525  
KRA54  
WKKJ990066  
PH2050CH4X  
PDR3A  
ECU4425X  
AT195  
DAS10B  
R450B  
PS306  
AT711  
YA590  
BF35X  
WHSA4500  
BF590  
CJ2001P  
BF620B  
97CCP  
TR108  
911ACP  
1RC231  
MRB10  
113TMMDMLX  
BRA718V  
CJ2001P  
TML8360  
PSB100R  
ACT118B  
CT4F  
PWC13  
CJ1200  
4VP8R  
YA427A  
URS5500HT  
57AHLP  
SDD2X  
113TMMY  
PDR5AXX  
GAE56C1  
FLF936  
ET1470X  
YA6120  
YAKS1

### Description

277832 Roll Cab MATC  
665231 Tool Box  
Jump N Carry  
00180150 Air Hammer  
00110333 Drill  
Light  
Pistol Grip Air Shea 390083  
Shears  
Sold Gunkit  
370553  
3/8 Air Ratchet 120335  
Helmet  
Ratchet  
Welder Starter kit 37924  
Paint Gun  
Puller w/pb  
No. 2 mallet  
Pliers  
Valve Tool  
Pliers Stork  
Wrench, Air Impact  
Magnetic Tray  
Socket Set  
2 STG Compressor 2A25241  
Puller w/pb  
¼ DR Ratchet  
Red Spd Blst  
Set  
Circuit Tester  
Wire Crimp  
SL Hamm Kit  
Vise Grip  
Welders Glove  
Welder, Mini Airless  
Pliers  
Screwdriver  
S/Hex Set  
06/01 Promo-Air Dr  
Safety Plate  
HSS Flex Rat  
Buffer 001568  
Fan Clutch Wrench Set  
Solid Iron Kit



HP650M  
CT4G  
Used Box  
EELR338AP  
KRA2411PES  
T936  
GA599  
SGDP42IRA  
AXOSNR02L  
AXOSNR02M  
MTSLAS38  
SGDP42IRA  
FBP10  
TMM10  
STMM10  
BF900EXC14RC  
MMR250SL  
AT403MCK  
ETB1580  
AT475A  
AT118  
A177A  
87BCP  
FLF936  
SHP5814L  
87BCP  
ECU4325A  
113STMMY  
SHLF936

Nutsert Kit-M  
Circuit Tester  
SNAPON d12342309b  
Red Mid Rise Lift 49003054  
11-DRW 54X24 Roll  
HSS Rat Std  
Depth GA  
ACR-Scredriver  
Gloves Lg Red Racing  
Gloves Med Red Racing  
3/8 Lock-A-Socket  
ACR Screwdriver  
RKT Reelgag  
Socket  
Socket  
Paint Gun, Racing Log  
MUSC MIG 23OV 21003  
Micro Polisher 05130116  
7 In. VS Polisher 015446699  
Sander 04220089  
Comfort Grip Mini 05150789  
Pad Tool  
Diag. Cutter  
HSS Flex Rat  
Spray Gun Cobalt 1.4H  
Diag. Cutter  
13 Watt Lgt 25 Ft.  
Socket Set  
Long Soft Grip Flex

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104795  
NO: 08-1010-CD  
SERVICES 1  
WRIT OF POSSESSION

PLAINTIFF: SNAP-ON CREDIT LLC  
vs.  
DEFENDANT: RUSS PETERSON

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	BROWN	20234	10.00
SHERIFF HAWKINS	BROWN	20234	14.42

FILED  
013:45<sub>LM</sub>  
FEB 11 2009

William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff



IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

SNAP-ON CREDIT LLC

Plaintiff

vs.

RUSS PETERSON

Defendant

Civil Action No. 2008-1010-CD

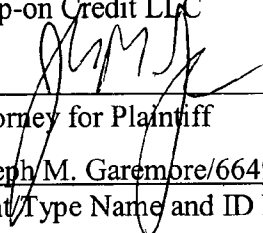
**PRAECIPE FOR WRIT OF POSSESSION**

TO THE PROTHONOTARY:

Kindly issue a Writ of Possession in the above proceeding for the property listed in the attached  
Exhibit "A."

**Brown & Connery LLP**

Attorneys for Plaintiff,  
Snap-on Credit LLC

  
\_\_\_\_\_  
Attorney for Plaintiff

Joseph M. Garemore/66496

\_\_\_\_\_  
Print/Type Name and ID Number

(856) 812-8900

\_\_\_\_\_  
Phone Number

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

OCT 17 2008

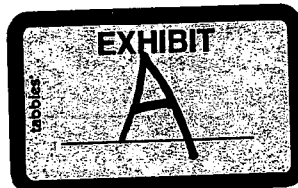
### Equipment List

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R450B  
PS306  
AT711  
YA590  
BF35X  
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BF620B  
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Helmet  
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Puller w/pb  
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Valve Tool  
Pliers Stork  
Wrench, Air Impact  
Magnetic Tray  
Socket Set  
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Puller w/pb  
¼ DR Ratchet  
Red Spd Blst  
Set  
Circuit Tester  
Wire Crimp  
SL Hamm Kit  
Vise Grip  
Welders Glove  
Welder, Mini Airless  
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Screwdriver  
S/Hex Set  
06/01 Promo-Air Dr  
Safety Plate  
HSS Flex Rat  
Buffer 001568  
Fan Clutch Wrench Set  
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Socket Set  
Long Soft Grip Flex

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

SNAP-ON CREDIT LLC

Plaintiff

vs.

RUSS PETERSON

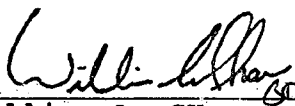
Defendant

Civil Action No. 2008-1010-CD

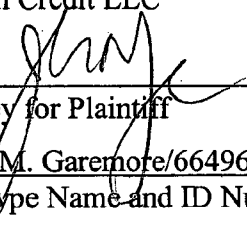
WRIT OF POSSESSION

TO THE CLEARFIELD COUNTY SHERIFF:

You are directed to seize and deliver possession of the equipment listed in Exhibit "A,"  
attached hereto, to the Plaintiff or its agent.

  
William A. Shaw  
Prothonotary

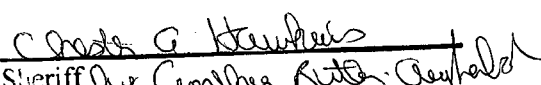
**Brown & Connery LLP**  
Attorneys for Plaintiff,  
Snap-on Credit LLC

  
Attorney for Plaintiff

Joseph M. Garemore/66496  
Print/Type Name and ID Number

(856) 812-8900  
Phone Number

Received this writ this 17<sup>th</sup> day  
of October A.D. 2008  
At 3:00 A.M./P.M.

  
Sheriff Christopher G. Humphreys

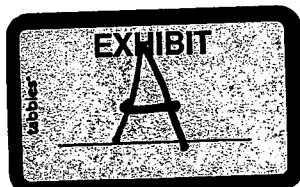
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No. 2 mallet  
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Valve Tool  
Pliers Stork  
Wrench, Air Impact  
Magnetic Tray  
Socket Set  
2 STG Compressor 2A25241  
Puller w/pb  
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Red Spd Blst  
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Circuit Tester  
Wire Crimp  
SL Hamm Kit  
Vise Grip  
Welders Glove  
Welder, Mini Airless  
Pliers  
Screwdriver  
S/Hex Set  
06/01 Promo-Air Dr  
Safety Plate  
HSS Flex Rat  
Buffer 001568  
Fan Clutch Wrench Set  
Solid Iron Kit



HP650M  
CT4G  
Used Box  
EELR338AP  
KRA2411PES  
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STMM10  
BF900EXC14RC  
MMR250SL  
AT403MCK  
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HSS Rat Std  
Depth GA  
ACR-Screddriver  
Gloves Lg Red Racing  
Gloves Med Red Racing  
3/8 Lock-A-Socket  
ACR Screwdriver  
RKT Reelgag  
Socket  
Socket  
Paint Gun, Racing Log  
MUSC MIG 23OV 21003  
Micro Polisher 05130116  
7 In. VS Polisher 015446699  
Sander 04220089  
Comfort Grip Mini 05150789  
Pad Tool  
Diag. Cutter  
HSS Flex Rat  
Spray Gun Cobalt 1.4H  
Diag. Cutter  
13 Watt Lgt 25 Ft.  
Socket Set  
Long Soft Grip Flex

CA

**COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA**

Snap-on Credit LLC

(Plaintiff)

950 Technology Way, Suite 301

(Street Address)

Libertyville, IL 60048

(City, State ZIP)

**VS.**

Russell Peterson

(Defendant)

901 Dorey Street

(Street Address)

Clearfield, PA 16830

(City, State ZIP)

**CIVIL ACTION**

**No.** 2008-1010-CD

**Type of Case:** Civil Action - Law

**Type of Pleading:** Motion

**Filed on Behalf of:**

Plaintiff, Snap-on Credit LLC

(Plaintiff/Defendant)

Joseph M. Garemore, Esquire ID #66496

**(Filed by)**

Brown & Connery, LLP

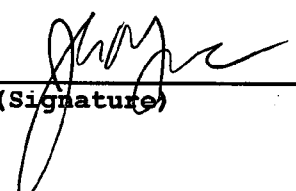
360 Haddon Avenue

Westmont, NJ 08108

**(Address)**

(856) 854-8900

**(Phone)**

  
(Signature)

**FILED**

*100*  
*7/11/09*  
*Jul 23 2009*

5

William A. Shaw  
Prothonotary/Clerk of Courts

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

SNAP-ON CREDIT LLC

Plaintiff

vs.

RUSSELL PETERSON

Defendant

:  
:  
:  
:  
:  
:  
:  
:  
:  
:

Civil Action No. 2008-1010-CD

**MOTION TO AUTHORIZE SHERIFF TO  
DISABLE LOCKS AND/OR BREAK DOWN DOORS**

**TO THE HONORABLE COURT:**

Pursuant to Pa.R.C.P. 3118(a)(6), Plaintiff, Snap-on Credit LLC ("Snap-on Credit") hereby requests that the Court enter an Order authorizing the Clearfield County Sheriff to take such steps as are reasonably necessary to secure Snap-on Credit's collateral that defendant is withholding in violation of this Court's judgment, including allowing the Sheriff to disable the locks or to break down doors. The basis for this motion is set forth below:

1. On June 2, 2008, Snap-on filed a complaint seeking replevin of certain of its collateral (the "Collateral") held by defendant, Russell Peterson ("Peterson").
2. Despite receiving notice pursuant to Pa.R.C.P. 237.1(a)(2), Peterson failed to answer, and on September 2, 2008, the Prothonotary entered judgment in Snap-on Credit's favor for money damages, and for possession of the Collateral described on Exhibit A thereto. A copy of the Rule 236 notice, with attached exhibit is attached hereto as Exhibit "A."
3. On October 17, 2008, Snap-on Credit secured a writ of possession and directed the Clearfield County Sheriff to seize the Collateral.



4. However, after numerous efforts spanning three months, the Sheriff was unable to secure the Collateral.

5. The reason that the Sheriff was unable to deliver possession of the Collateral to Snap-on Credit was because Peterson evaded service. The Sheriff's deputy left numerous messages for Peterson, who refused to return phone calls or respond to notes.

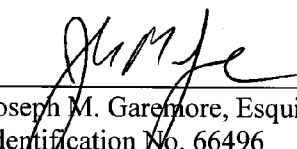
6. The Sheriff advises that the Collateral is believed to be stored in a locked garage located at 90 Dorey Street, Clearfield, Pennsylvania. A copy of the Sheriff's Return of Service, with attached notes from the deputy, is attached hereto as Exhibit "B."

7. On July 14, 2009, I sent a letter to Mr. Peterson requesting that he concur with the relief sought. A copy of that letter is attached hereto as Exhibit "C." To date, I have received no response.

8. Based upon the foregoing, Snap-on Credit respectfully requests that the Court enter an Order authorizing the Sheriff to disable locks and/or break down doors in order to secure access to Snap-on Credit's Collateral. I believe that there are good grounds to support this motion, which is not interposed merely for delay.

Respectfully submitted,

**Brown & Connery LLP**  
Attorneys for Plaintiff,  
Snap-on Credit LLC



---

Joseph M. Garemore, Esquire  
Identification No. 66496  
360 Haddon Avenue  
Westmont, NJ 08108  
Phone: (856) 854-8900

Dated: July 21, 2009

**CERTIFICATE OF SERVICE**

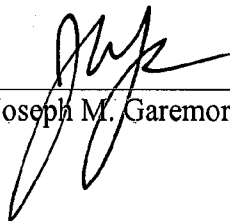
I hereby certify that I caused a copy of the attached Motion, Brief, Praecipe for Briefing Schedule, proposed form of scheduling order and proposed form of order to be served this date upon the following via certified and regular mail:

Russell Peterson  
901 Dorey Street  
Clearfield, PA 16830

Peterson Auto Body  
ATTN: Russell Peterson  
139 Williams Street  
Ramey, PA 16671

I hereby certify that the foregoing statements are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

Dated: July 21, 2009

  
\_\_\_\_\_  
Joseph M. Garemore

## **EXHIBIT A**

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

SNAP-ON CREDIT LLC

Plaintiff

vs.

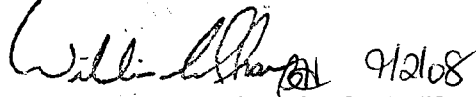
RUSS PETERSON

Defendant

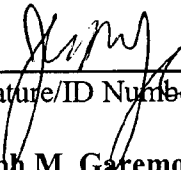
Civil Action No. 2008-1010-CD

236 NOTICE

NOTICE IS GIVEN THAT A JUDGMENT IN THE ABOVE CAPTIONED MATTER  
HAS BEEN ENTERED AGAINST YOU FOR MONEY DAMAGES, AND FOR POSSESSION  
OF THE EQUIPMENT ON EXHIBIT "A" ATTACHED.

 9/21/08  
WILLIAM A. SHAW, PROTHONOTARY

IF YOU HAVE ANY QUESTIONS CONCERNING THE ABOVE, PLEASE CONTACT:

 /66496  
Signature/ID Number

Joseph M. Garemore  
Print Name

6 N. Broad Street  
Address

Woodbury, NJ 08096

(856) 812-8900  
Phone Number

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

FILED  
11/01/2008  
William A. Shaw  
Prothonotary/Clerk of Courts

SNAP-ON CREDIT LLC

Plaintiff

vs.

Civil Action No. 2008-1010-CD

RUSS PETERSON

Defendant

**PRAECIPE FOR DEFAULT JUDGMENT**

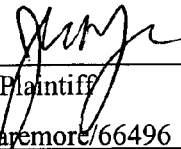
To the Prothonotary:

Enter judgment in favor of Plaintiff and against Russ Petersen for want of an answer.

(✓) Assess Damages as Follows:	
Debt	\$16,009.45
Legal Fees	\$ 945.00
Interest (per diem interest (\$7.90) from 04/21/08)	<u>\$ 1,026.35</u>
Total:	\$17,980.80

ALSO ENTER JUDGMENT FOR POSSESSION OF THE EQUIPMENT LISTED ON  
EXHIBIT "A."

I CERTIFY THAT THE FOREGOING ASSESSMENT OF DAMAGES IS FOR SPECIFIED AMOUNTS ALLEGED TO BE DUE IN THE COMPLAINT AND IS CALCULABLE AS A SUM CERTAIN FROM THE COMPLAINT. I certify that written notice of the intention to file this Praecipe was mailed or delivered to the party against whom judgment is to be entered and to his attorney of record, if any, after the default occurred and at least ten (10) days prior to the date of the filing of this Praecipe. A copy of the notice is attached as Exhibit "B" R.C.P. 237.1

  
\_\_\_\_\_  
Attorney for Plaintiff

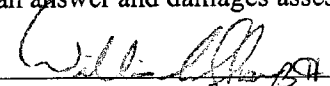
Joseph M. Garemore/66496

\_\_\_\_\_  
Print/Type Name and ID Number

(856) 812-8900

\_\_\_\_\_  
Phone Number

This 2<sup>nd</sup> day of September, 2008, judgment is entered in favor of Plaintiff and against Defendant, Russ Peterson by default for want of an answer and damages assessed at the sum of \$17,980.80 as per the above certification.

  
\_\_\_\_\_  
Prothonotary, Clearfield County

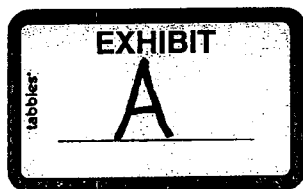
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CJ1200  
4VP8R  
YA427A  
URS5500HT  
57AHLF  
SDD2X  
113TMMY  
PDR5AXX  
GAE56C1  
FLF936  
ET1470X  
YA6120  
YAKS1

#### Description

277832 Roll Cab MATC  
665231 Tool Box  
Jump N Carry  
00180150 Air Hammer  
00110333 Drill  
Light  
Pistol Grip Air Shea 390083  
Shears  
Sold Gunkit  
370553  
3/8 Air Ratchet 120335  
Helmet  
Ratchet  
Welder Starter kit 37924  
Paint Gun  
Puller w/pb  
No. 2 mallet  
Pliers  
Valve Tool  
Pliers Stork  
Wrench, Air Impact  
Magnetic Tray  
Socket Set  
2 STG Compressor 2A25241  
Puller w/pb  
1/4 DR Ratchet  
Red Spd Blst  
Set  
Circuit Tester  
Wire Crimp  
SL Hamm Kit  
Vise Grip  
Welders Glove  
Welder, Mini Airless  
Pliers  
Screwdriver  
S/Hex Set  
06/01 Promo-Air Dr  
Safety Plate  
HSS Flex Rat  
Buffer 001568  
Fan Clutch Wrench Set  
Solid Iron Kit



HP650M  
CT4G  
Used Box  
EELR338AP  
KRA2411PES  
T936  
GA599  
SGDP42IRA  
AXOSNR02L  
AXOSNR02M  
MTSLAS38  
SGDP42IRA  
FBP10  
TMM10  
STMM10  
BF900EXC14RC  
MMR250SL  
AT403MCK  
ETB1580  
AT475A  
AT118  
A177A  
87BCP  
FLF936  
SHP5814L  
87BCP  
ECU4325A  
113STMMY  
SHLF936

Nutsert Kit-M  
Circuit Tester  
SNAPON d12342309b  
Red Mid Rise Lift 49003054  
11-DRW 54X24 Roll  
HSS Rat Std  
Depth GA  
ACR-Scredriver  
Gloves Lg Red Racing  
Gloves Med Red Racing  
3/8 Lock-A-Socket  
ACR Screwdriver  
RKT Reelgag  
Socket  
Socket  
Paint Gun, Racing Log  
MUSC MIG 23OV 21003  
Micro Polisher 05130116  
7 In. VS Polisher 015446699  
Sander 04220089  
Comfort Grip Mini 05150789  
Pad Tool  
Diag. Cutter  
HSS Flex Rat  
Spray Gun Cobalt 1.4H  
Diag. Cutter  
13 Watt Lgt 25 Ft.  
Socket Set  
Long Soft Grip Flex

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SNAP-ON CREDIT LLC

vs.

NO. 20008-1010-CD

RUSS PETERSON

To: Russ Peterson  
901 Dorey Street  
Clearfield, PA 16830

Date of Notice: July 16, 2008

**IMPORTANT NOTICE**

Pursuant to PA RCP 237.1(a)(2)

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPROTANT RIGHTS.

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

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

LAWYER REFERENCE SERVICE  
CLEARFIELD COUNTY BAR ASSOCIATION  
230 E. Market Street  
Clearfield, PA 16830  
(814) 765-2641

Signature: \_\_\_\_\_

Joseph M. Garemore, Esquire

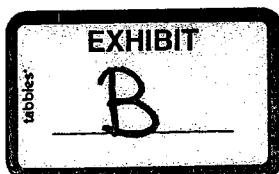
Address: Brown & Connery, LLP

6 N. Broad Street

Woodbury, NJ 08096

Telephone No: (856) 812-8900

Supreme Court ID No: 66496







Military Status Report  
Pursuant to the Servicemembers Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
PETERSON	RUSS	Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.		

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

*Mary M. Snavely-Dixon*

Mary M. Snavely-Dixon, Director  
Department of Defense - Manpower Data Center  
1600 Wilson Blvd., Suite 400  
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. §§ 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status by contacting that person's Military Service via the "defenselink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

If you obtain further information about the person ( e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

See: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>

WARNING: This certificate was provided based on a name and Social Security number (SSN) provided by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

Report ID: **IKJKMQZZMZ**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
STATEMENT OF JUDGMENT

Snap-on Credit LLC  
Plaintiff(s)

Vs.

Russ Peterson  
Defendant(s)

No.: 2008-01010-CD

Real Debt: \$17,980.80

Atty's Comm: \$

Costs: \$

Int. From: \$

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: September 2, 2008

Expires: September 2, 2013

Certified from the record this 2nd day of September, 2008.



William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney

## **EXHIBIT B**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-1010-CD

SNAP-ON CREDIT LLC  
VS  
RUSS PETERSON

SERVICE # 1 OF 1

WRIT OF POSSESSION

SERVE BY: 01/13/2008 HEARING: PAGE: 104795

DEFENDANT: RUSS PETERSON, PETERSON'S AUTO BODY  
ADDRESS: 139 WILLIAMS STREET  
RAMEY, PA 16671

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

William A. Shaw  
Prothonotary/Clerk of Courts

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

11-17-08-8:49 AM - Called Matt Wisburn Left message

11-23-08-9:25 - Talked with Mr. Wisburn - Told him defd

**SHERIFF'S RETURN**

Will Not Answer door  
We will keep trying

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

WRIT OF POSSESSION ON RUSS PETERSON, PETERSON'S AUTO BODY, DEFENDANT

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

See back  
of this  
sheet

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

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

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

WRIT OF POSSESSION FOR RUSS PETERSON, PETERSON'S AUTO BODY

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

NOW 2-9-09 AT 8:00 AM (AM / PM) AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF NOT FOUND AS TO RUSS PETERSON, PETERSON'S AUTO BODY

REASON UNABLE TO LOCATE

Defd. Has evaded Service - would not  
Contact us - After leaving notes + a phone calls

SWORN TO BEFORE ME THIS

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Dominic Magillo

Deputy Signature

Dominic Magillo

Print Deputy Name

DAY OF 2008

1-2-09- Talked with Mr. Peterson by phone. He stated he would call MATT Wilburn-(tools) And set something- and he would call me back. (Never Called back)

1-5-09- Tried Calling Mr. Peterson no Answer-

1-6-09- Tried Calling Mr. Peterson no Answer.

I told Mr. Peterson he had to take care of this ASAP- He said he would call back (never did)

Mr. Peterson stated he had Tools at his body shop at his residence on <sup>901</sup> Dorey street Clearfield. Pa

**EXHIBIT C**

# BROWN & CONNERY LLP

STEVEN G. WOLSCHINA  
PAUL MAINARDI  
MICHAEL J. VASSALOTTI  
WILLIAM M. TAMBUSI  
MARK P. ASSETTA\*  
STEPHEN J. DEFEO\*  
JOSEPH M. NARDI, III\*  
CHRISTINE P. O'HEARN\*  
JOSEPH T. CARNEY\*  
KAREN M. MCGUINNESS\*  
SUSAN M. LEMING\*  
SHAWN C. HUBER\*  
MARK CAIRA  
LOUIS R. LESSIG\*

ATTORNEYS AT LAW AND PROCTORS IN ADMIRALTY  
360 HADDON AVENUE  
P.O. BOX 539  
WESTMONT, NEW JERSEY 08108

TELEPHONE: (856) 854-8900  
FACSIMILE: (856) 858-4967  
[www.brownconnery.com](http://www.brownconnery.com)

MICHELLE H. BADOLATO\*\*  
WILLIAM F. COOK\*  
MICHAEL J. DIPIERO\*  
BRIAN P. FAULK  
GINA M. FIGUEIRA\*  
JOSEPH M. GAREMORE\*  
ABIGAIL M. GREEN\*  
JENNIFER A. HARRIS  
PATRICK J. HOLSTON\*  
JEFFREY R. JOHNSON\*  
DIANE S. KANE\*  
DONALD K. LUDMAN.  
BETH L. MARLIN\*  
PAMELA A. MULLIGAN  
CHRISTOPHER A. ORLANDO\*  
TAIRONDA E. PHOENIX\*  
KENNETH J. SCHWEIKER, JR.\*  
BLAIR C. TALTY\*

OF COUNSEL:

NATHAN A. FRIEDMAN  
KATHIE L. RENNER\*  
MICHAEL R. MIGNOGNA\*  
JOSEPH G. ANTINORI  
CARL J. GREGORIO-

WOODBURY, NJ 08096 CAMDEN, NJ 08102 PHILADELPHIA, PA 19102  
(856) 812-8900 (856) 365-3100 (215) 592-4352

July 14, 2009

THOMAS F. CONNERY, JR. (1915-2004)  
HORACE G. BROWN (1902-1990)  
HOWARD G. KULP, JR. (1906-1987)

\* ALSO ADMITTED IN PENNSYLVANIA  
\* ALSO ADMITTED IN NEW YORK  
\* ALSO ADMITTED IN DELAWARE  
\* ALSO ADMITTED IN MARYLAND  
\* CERTIFIED BY THE SUPREME COURT OF NEW JERSEY AS CIVIL TRIAL ATTORNEY  
\* CERTIFIED BY THE SUPREME COURT OF NEW JERSEY AS WORKERS' COMPENSATION LAW ATTORNEY

**VIA CERTIFIED MAIL RRR AND REGULAR MAIL**

Russell Peterson  
901 Dorey Street  
Clearfield, PA 16830

Peterson Auto Body  
ATTN: Russell Peterson  
139 Williams Street  
Ramey, PA 16671

Re: Snap-on Credit LLC v. Russell Peterson  
Civil Action No. 2008-1010-CD  
Our File No. 08-0309

Dear Mr. Peterson:

As you know, this firm is counsel to plaintiff. For several months, the Sheriff has been attempting to secure access to your property for the purpose of completing Snap-on Credit's levy on the tools and equipment you financed through Snap-on Credit. Due to your failure to permit the Sheriff access to your property, Snap-on is in a position where it must file a motion to give the Sheriff access to your property, including authorizing the Sheriff to disable locks or to break down doors.

Under the Rules of Court, I am required to ask you whether you consent to this relief. Please advise, in writing if possible, as to your position with respect to this motion.

Thank you.

Very truly yours,

BROWN & CONNERY, LLP

  
Joseph M. Garemore

JMG/mrm

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

SNAP-ON CREDIT LLC

Plaintiff

vs.

RUSSELL PETERSON

Defendant

Civil Action No. 2008-1010-CD

**PRAECIPE FOR BRIEFING SCHEDULE**

**TO THE COURT ADMINISTRATOR:**

The Movant, Snap-on Credit LLC ("Snap-on Credit") has filed herewith a motion to authorize the Sheriff to disable locks and/or break down doors. Along with its Motion, Snap-on Credit has filed a brief.

It is respectfully requested that the Court Administrator establish a briefing schedule.

It is respectfully submitted that this matter can be disposed of on the papers submitted, with a reasonable time for Mr. Peterson to submit any written response.

Respectfully submitted,

**Brown & Connery LLP**  
Attorneys for Plaintiff

**FILED** *ice*  
*m/j:01/01/09* *Atty Garemore*  
**JUL 23 2009**

*5*  
William A. Shaw  
Prothonotary/Clerk of Courts

Dated: July 21, 2009

*[Signature]*  
Joseph M. Garemore, Esquire  
Identification No. 66496  
360 Haddon Avenue  
Westmont, NJ 08108  
Phone: (856) 854-8900



CA

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

SNAP-ON CREDIT LLC  
Plaintiff

vs.

RUSSELL PETERSON  
Defendant

\* NO. 08-1010-CD

\*

\*

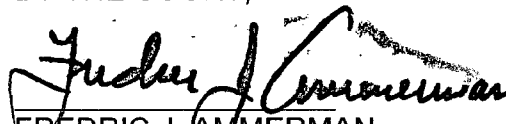
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\*

ORDER

NOW, this 27<sup>th</sup> day of July, 2009, upon the Court's receipt and review of the Plaintiff's Praeipe for Briefing Schedule and Motion to Authorize Sheriff to Disable Locks and/or Break Down Doors; it is the ORDER of this Court that the Praeipe for Briefing Schedule is DISMISSED and a hearing on the Plaintiff's Motion to Authorize Sheriff to Disable Locks and/or Break Down Doors is hereby scheduled for the 11<sup>th</sup> day of August, 2009 at 3:30 p.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

FILED 4cc  
JUL 27 2009  
Amy Gasenore

William A. Shaw  
Prothonotary/Clerk of Courts

(64)

FILED

JUL 27 2009

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 7/27/09

X

You are responsible for serving all appropriate parties.

\_\_\_ The Prothonotary's office has provided service to the following parties:

\_\_\_ Plaintiff(s)

\_\_\_ Plaintiff(s) Attorney

\_\_\_ Other

\_\_\_ Defendant(s)

\_\_\_ Defendant(s) Attorney

\_\_\_ Special Instructions:

**COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA**

Snap-on Credit LLC

(Plaintiff)

950 Technology Way, Suite 301

(Street Address)

Libertyville, IL 60048

(City, State ZIP)

**VS.**

Russell Peterson

(Defendant)

901 Dorey Street

(Street Address)

Clearfield, PA 16830

(City, State ZIP)

**CIVIL ACTION**

**No.** 2008-1010-CD

**Type of Case:** Civil Action - Law

**Type of Pleading:** Motion

**Filed on Behalf of:**

Plaintiff, Snap-on Credit LLC

(Plaintiff/Defendant)

Joseph M. Garemore, Esquire ID #66496

**(Filed by)**

Brown & Connery, LLP

360 Haddon Avenue

Westmont, NJ 08108

**(Address)**

(856) 854-8900

**(Phone)**

(Signature)

**FILED**

*1cc*  
*7/11/14/201*  
**AUG 11 2009**

*Any Garemore*

*5*  
William A. Shaw  
Prothonotary/Clerk of Courts

*(60)*

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

SNAP-ON CREDIT LLC

Plaintiff

vs.

RUSSELL PETERSON

Defendant

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Civil Action No. 2008-1010-CD

**MOTION FOR CONTINUANCE OF HEARING ON  
MOTION TO AUTHORIZE SHERIFF TO  
DISABLE LOCKS AND/OR BREAK DOWN DOORS**

**TO THE HONORABLE COURT:**

Plaintiff, Snap-on Credit LLC ("Plaintiff") hereby requests that the Court enter an Order continuing the hearing regarding Plaintiff's Motion to Authorize the Sheriff to Disable Locks and/or Break Down Doors. The basis for this motion is set forth below:

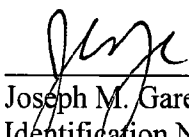
1. On July 23, 2009, Plaintiff filed a Praecipe for Briefing Schedule and Motion to Authorize Sheriff to Disable Locks and/or Break Down Doors.
2. On July 24, 2009, Russell Peterson contacted my office to make arrangements for the return of the subject tools and equipment.
3. On July 27, 2009 the Honorable Fredric J. Ammerman issued an Order dismissing the Praecipe seeking a Briefing Schedule and scheduling a hearing for August 11, 2009 at 3:30 p.m.
4. At this time the parties are in the process of coordinating Plaintiff's pickup of the tools and equipment, which if completed will render the motion moot.

5. Over the last few days I have attempted to contact Mr. Peterson to discuss this matter with him, but to date have not been successful.

6. Plaintiff requests an Order continuing the August 11, 2009 hearing for two (2) weeks to provide time for the resolution of this matter.

Respectfully submitted,

**Brown & Connery LLP**  
Attorneys for Plaintiff,  
Snap-on Credit LLC



---

Joseph M. Garemore, Esquire  
Identification No. 66496  
360 Haddon Avenue  
Westmont, NJ 08108  
Phone: (856) 854-8900

Dated: August 10, 2009

**CERTIFICATE OF SERVICE**

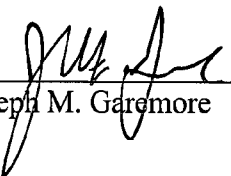
I hereby certify that I caused a copy of the attached Motion and proposed form of order to be served this date upon the following via certified and regular mail:

Russell Peterson  
901 Dorey Street  
Clearfield, PA 16830

Peterson Auto Body  
ATTN: Russell Peterson  
139 Williams Street  
Ramey, PA 16671

I hereby certify that the foregoing statements are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

Dated: August 10, 2009

  
\_\_\_\_\_  
Joseph M. Garemore

CA

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

SNAP-ON CREDIT LLC

Plaintiff

vs.

RUSSELL PETERSON

Defendant

:  
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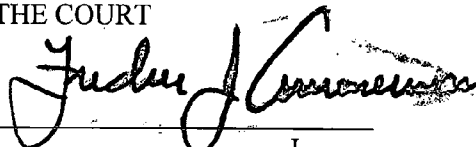
Civil Action No. 2008-1010-CD

**ORDER**

AND NOW, this 11<sup>th</sup> day of AUGUST, 2009, upon consideration of the foregoing motion, it is hereby ordered as follows:

The hearing on Plaintiff's Motion to Authorize Sheriff to Disable Locks and/or Break Down Doors scheduled for August 11, 2009 at 3:30 pm has been postponed until August 27, 2009 at 3:15 p.m.

BY THE COURT

  
J.

S FILED  
07/31/25/30/1CC  
AUG 11 2009  
William A. Shaw  
Prothonotary/Clerk of Courts  
Atty Garesmore  
(610)

FILED

AUG 11 2009

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 8/11/09

X You are responsible for serving all appropriate parties.

     The Prothonotary's office has provided service to the following parties:

     Plaintiff(s)      Plaintiff(s) Attorney      Other

     Defendant(s)      Defendant(s) Attorney

     Special Instructions:



IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

SNAP-ON CREDIT LLC

Plaintiff

vs.

RUSSELL PETERSON

Defendant

Civil Action No. 2008-1010-CD

**ORDER**

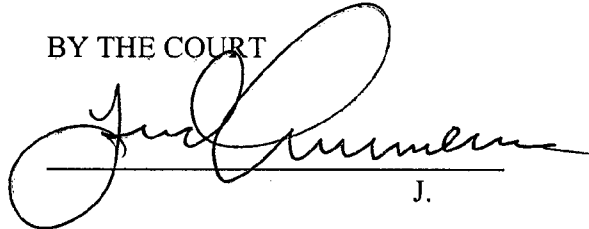
AND NOW, this 27<sup>th</sup> day of August, 2009, upon consideration of the

foregoing motion, it is hereby ordered as follows:

1. The Clearfield County Sheriff is hereby authorized and directed to use such force as is reasonably necessary to gain access to Snap-on Credit LLC's collateral, located at 901 Dorey Street, Clearfield, PA 16830, including, without limitation, the right to disable any locks and/or break down any doors that prevent the Sheriff from accessing the collateral;

2. Neither the Clearfield County Sheriff nor Snap-on Credit LLC shall be liable for any damage to the real estate or building as a result of the Sheriff's exercise, in good faith, of the powers granted herein.

BY THE COURT



J.

FILED

01/31/33/64  
AUG 27 2009

William A. Shaw  
Prothonotary/Clerk of Courts

Schoonover  
(will serve)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

FILED

SEP 21 2009

William A. Shaw  
Prothonotary/Clerk of Courts

2 chx w/ 2

Passman used  
to sign

SNAP-ON CREDIT LLC

Plaintiff

vs.

RUSS PETERSON

Defendant

Civil Action No. 2008-1010-CD

PRAECIPE TO RE-ISSUE WRIT OF POSSESSION

TO THE PROTHONOTARY:

Kindly re-issue a Writ of Possession in the above proceeding for the property listed in the attached Exhibit "A."

**Brown & Connery LLP**  
Attorneys for Plaintiff,  
Snap-on Credit LLC

\_\_\_\_\_  
Attorney for Plaintiff

\_\_\_\_\_  
Joseph M. Garemore/66496

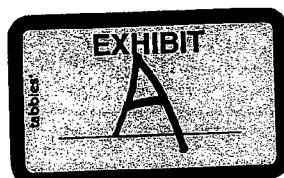
\_\_\_\_\_  
Print/Type Name and ID Number

\_\_\_\_\_  
(856) 854-8900

\_\_\_\_\_  
Phone Number

### Equipment List

<u>Model No.</u>	<u>Description</u>
MB4525	277832 Roll Cab MATC
KRA54	665231 Tool Box
WKKJ990066	Jump N Carry
PH2050CH4X	00180150 Air Hammer
PDR3A	00110333 Drill
ECU4425X	Light
AT195	Pistol Grip Air Shea 390083
DAS10B	Shears
R450B	Sold Gunkit
PS306	370553
AT711	3/8 Air Ratchet 120335
YA590	Helmet
BF35X	Ratchet
WWSA4500	Welder Starter kit 37924
BF590	Paint Gun
CJ2001P	Puller w/pb
BF620B	No. 2 mallet
97CCP	Pliers
TR108	Valve Tool
911ACP	Pliers Stork
1RC231	Wrench, Air Impact
MRB10	Magnetic Tray
113TMMMDMLX	Socket Set
BRA718V	2 STG Compressor 2A25241
CJ2001P	Puller w/pb
TML8360	1/4 DR Ratchet
PSB100R	Red Spd Blst
ACT118B	Set
CT4F	Circuit Tester
PWC13	Wire Crimp
CJ1200	SL Hamm Kit
4VP8R	Vise Grip
YA427A	Welders Glove
URS5500HT	Welder, Mini Airless
57AHLF	Pliers
SDD2X	Screwdriver
113TMMY	S/Hex Set
PDR5AXX	06/01 Promo-Air Dr
GAE56C1	Safety Plate
FLF936	HSS Flex Rat
ET1470X	Buffer 001568
YA6120	Fan Clutch Wrench Set
YAKS1	Solid Iron Kit



HP650M  
CT4G  
Used Box  
EELR338AP  
KRA2411PES  
T936  
GA599  
SGDP42IRA  
AXOSNR02L  
AXOSNR02M  
MTSLAS38  
SGDP42IRA  
FBP10  
TMM10  
STMM10  
BF900EXC14RC  
MMR250SL  
AT403MCK  
ETB1580  
AT475A  
AT118  
A177A  
87BCP  
FLF936  
SHP5814L  
87BCP  
ECU4325A  
113STMMY  
SHLF936

Nutsert Kit-M  
Circuit Tester  
SNAPON d12342309b  
Red Mid Rise Lift 49003054  
11-DRW 54X24 Roll  
HSS Rat Std  
Depth GA  
ACR-Scredriver  
Gloves Lg Red Racing  
Gloves Med Red Racing  
3/8 Lock-A-Socket  
ACR Screwdriver  
RKT Reelgag  
Socket  
Socket  
Paint Gun, Racing Log  
MUSC MIG 23OV 21003  
Micro Polisher 05130116  
7 In. VS Polisher 015446699  
Sander 04220089  
Comfort Grip Mini 05150789  
Pad Tool  
Diag. Cutter  
HSS Flex Rat  
Spray Gun Cobalt 1.4H  
Diag. Cutter  
13 Watt Lgt 25 Ft.  
Socket Set  
Long Soft Grip Flex

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

SNAP-ON CREDIT LLC

Plaintiff

vs.

Civil Action No. 2008-1010-CD

RUSS PETERSON

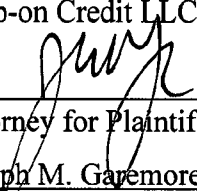
Defendant

**WRIT OF POSSESSION**

TO THE CLEARFIELD COUNTY SHERIFF:

You are directed to seize and deliver possession of the equipment listed in Exhibit "A,"  
attached hereto, to the Plaintiff or its agent.

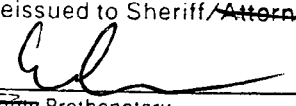
**Brown & Connery LLP**  
Attorneys for Plaintiff,  
Snap-on Credit LLC

  
\_\_\_\_\_  
Attorney for Plaintiff

Joseph M. Garemore/66496  
Print/Type Name and ID Number

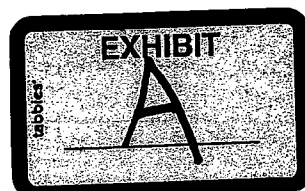
(856) 854-8900  
Phone Number

SEPT. 21, 2008 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

  
\_\_\_\_\_  
Deputy Prothonotary

### Equipment List

<u>Model No.</u>	<u>Description</u>
MB4525	277832 Roll Cab MATC
KRA54	665231 Tool Box
WKKJ990066	Jump N Carry
PH2050CH4X	00180150 Air Hammer
PDR3A	00110333 Drill
ECU4425X	Light
AT195	Pistol Grip Air Shea 390083
DAS10B	Shears
R450B	Sold Gunkit
PS306	370553
AT711	3/8 Air Ratchet 120335
YA590	Helmet
BF35X	Ratchet
WHS44500	Welder Starter kit 37924
BF590	Paint Gun
CJ2001P	Puller w/pb
BF620B	No. 2 mallet
97CCP	Pliers
TR108	Valve Tool
911ACP	Pliers Stork
1RC231	Wrench, Air Impact
MRB10	Magnetic Tray
113TMMDMLX	Socket Set
BRA718V	2 STG Compressor 2A25241
CJ2001P	Puller w/pb
TML8360	¼ DR Rachet
PSB100R	Red Spd Blst
ACT118B	Set
CT4F	Circuit Tester
PWC13	Wire Crimp
CJ1200	SL Hamm Kit
4VP8R	Vise Grip
YA427A	Welders Glove
URS5500HT	Welder, Mini Airless
57AHLF	Pliers
SDD2X	Screwdriver
113TMMY	S/Hex Set
PDR5AXX	06/01 Promo-Air Dr
GAE56C1	Safety Plate
FLF936	HSS Flex Rat
ET1470X	Buffer 001568
YA6120	Fan Clutch Wrench Set
YAKS1	Solid Iron Kit



HP650M  
CT4G  
Used Box  
EELR338AP  
KRA2411PES  
T936  
GA599  
SGDP42IRA  
AXOSNR02L  
AXOSNR02M  
MTSLAS38  
SGDP42IRA  
FBP10  
TMM10  
STMM10  
BF900EXC14RC  
MMR250SL  
AT403MCK  
ETB1580  
AT475A  
AT118  
A177A  
87BCP  
FLF936  
SHP5814L  
87BCP  
ECU4325A  
113STMMY  
SHLF936

Nutsert Kit-M  
Circuit Tester  
SNAPON d12342309b  
Red Mid Rise Lift 49003054  
11-DRW 54X24 Roll  
HSS Rat Std  
Depth GA  
ACR-Scredriver  
Gloves Lg Red Racing  
Gloves Med Red Racing  
3/8 Lock-A-Socket  
ACR Screwdriver  
RKT Reelgag  
Socket  
Socket  
Paint Gun, Racing Log  
MUSC MIG 23OV 21003  
Micro Polisher 05130116  
7 In. VS Polisher 015446699  
Sander 04220089  
Comfort Grip Mini 05150789  
Pad Tool  
Diag. Cutter  
HSS Flex Rat  
Spray Gun Cobalt 1.4H  
Diag. Cutter  
13 Watt Lgt 25 Ft.  
Socket Set  
Long Soft Grip Flex

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1010-CD

SNAP-ON CREDIT LLC

vs

RUSS PETERSON

SERVICE # 1 OF 1

WRIT OF POSSESSION & ORDER

SERVE BY: 12/19/2009 ASAP HEARING: PAGE: 106214

DEFENDANT: RUSS PETERSON  
ADDRESS: 901 DOREY ST.  
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT ONLY

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

ATTEMPTS 10-28-09 MOVED TO P.O. BOX 119 Ramey

FILED

013:12m  
NOV 10 2009

William A. Shaw  
Prothonotary/Clerk of Courts

**SHERIFF'S RETURN**

NOW, 11-10-09 AT 10:00am AM / PM **SERVED** THE WITHIN

WRIT OF POSSESSION & ORDER ON RUSS PETERSON, DEFENDANT

BY HANDING TO BRENDA PETERSON / WIFE OF DEFENDANT

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

ADDRESS SERVED 901 Dorey Street. CLEARFIELD, PA. 16830

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

WRIT OF POSSESSION & ORDER FOR RUSS PETERSON

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

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

I MAKE RETURN OF **NOT FOUND** AS TO RUSS PETERSON

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

SWORN TO BEFORE ME THIS

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

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: [Signature]  
Deputy Signature

Mark A. Condrick  
Print Deputy Name



SNAP-ON CREDIT LLC  
-vs-  
RUSS PETERSON

Page: 106214

SHERIFF'S RETURN --- POSSESSION/LOCKOUT

**FILED**  
9/3:12pm  
NOV 10 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

DEFENDANT (s): RUSS PETERSON

Person Served: \_\_\_\_\_

ADDRESS: 901 DOREY ST.  
CLEARFIELD, PA.

POSSESSION SERVED: 11-10-09 SERVED BY: DEP. COUDRIET #1706

\*\*\*\*\*  
POSSESSION/LOCKOUT DATE: NOV. 5, 2009 @ 10:00AM /

POSSESSION/LOCKOUT COMPLETED: Date: 11/10/09 Time: 10:00am

COMMENTS: SNAP-ON Tool REP. MAT WILKURN CONTACTED  
AND WILL TAKE POSSESSION

SWORN TO BEFORE ME THIS

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

\_\_\_\_\_

So Answers, CHESTER A. HAWKINS,  
SHERIFF

BY:

*Mark A. Coudriet*  
Deputy Signature

Mark A. Coudriet  
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 106214  
NO: 08-1010-CD  
SERVICES 1

WRIT OF POSSESSION & ORDER

PLAINTIFF: SNAP-ON CREDIT LLC  
VS.  
DEFENDANT: RUSS PETERSON

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	BROWN	24143	10.00
SHERIFF HAWKINS	BROWN	24143	13.00

Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff

**FILED**  
013:36:64  
NOV 17 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

**COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA**

Snap-on Credit LLC

**(Plaintiff)**

950 Technology Way, Suite 301

**(Street Address)**

Libertyville, IL 60048

**(City, State ZIP)**

**VS.**

Russell Peterson

**(Defendant)**

901 Dorey Street

**(Street Address)**

Clearfield, PA 16830

**(City, State ZIP)**

**CIVIL ACTION**

**No.** 2008-1010-CD

**Type of Case:** Civil Action - Law

**Type of Pleading:** Motion

**Filed on Behalf of:**

Plaintiff, Snap-on Credit LLC

**(Plaintiff/Defendant)**

Joseph M. Garemore, Esquire ID #66496

**(Filed by)**

Brown & Connery, LLP

360 Haddon Avenue

Westmont, NJ 08108

**(Address)**

(856) 854-8900

**(Phone)**

**(Signature)**

**FILED**

JUN 11 2010

William A. Shaw  
Prothonotary/Clerk of Courts

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

SNAP-ON CREDIT LLC	:	
	:	
Plaintiff	:	
	:	
vs.	:	Civil Action No. 2008-1010-CD
	:	
RUSSELL PETERSON	:	
	:	
Defendant	:	

**MOTION TO COMPEL DISCOVERY  
AND FOR SANCTIONS PURSUANT TO RULE 4019**

**TO THE HONORABLE COURT:**

Plaintiff, Snap-on Credit LLC ("Plaintiff") moves the Court to compel discovery and for sanctions and in support of the motion certifies as follows:

1. On September 2, 2008, the Prothonotary entered judgment in Snap-on Credit's favor for money damages in the amount of \$17,980.80, and for possession of the collateral. A copy of the judgment is attached hereto as Exhibit "A."
2. On October 17, 2008, Snap-on Credit secured a writ of possession and directed the Clearfield County Sheriff to seize its collateral.
3. After numerous efforts spanning several months, the Sheriff ultimately recovered some of Snap-on's collateral.
4. After the collateral was inventoried and credited, there remained a balance due from Defendant of \$16,748.35.

5. On or about April 8, 2010, Plaintiff served interrogatories upon Peterson via certified and regular mail. The certified mail was signed for and the regular mail has not been returned. A copy of that letter and those interrogatories is attached hereto as Exhibit "B."

6. The responses to those interrogatories were due by May 10, 2010, no responses have been provided.

7. On or about May 19, 2010, Plaintiff advised Defendant by letter that Defendants' responses to Plaintiff's interrogatories were overdue and that continued non-compliance would result in Plaintiff filing an appropriate motion with the Court. Per the attached United States Postal Service Track and Confirm report, notice was left for Mr. Peterson on or about May 21, 2010. To date, neither the certified or regular mail has been returned. A copy of that letter and the USPS Track and Confirm report are attached hereto as Exhibit "C."

8. As of the date of this certification, Plaintiff has still not received answers to its interrogatories from Defendant.

9. I have spent a total of .5 hours preparing this motion.

10. My current hourly rate for matters such as this is \$190.00, which is consistent with, or less than, my hourly rate for similar matters.

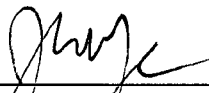
11. Under the circumstances, Plaintiff respectfully requests that this Court enter an Order granting the following relief:

- a. That Defendant be compelled to answer the interrogatories within ten (10) days from disposition of this Motion;
- b. Awarding Plaintiff \$95.00 in counsel fees and costs in connection with this motion; and
- c. For such other relief as is just and equitable.

I hereby certify that the foregoing statements are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

Respectfully submitted,

**Brown & Connery LLP**  
Attorneys for Plaintiff,  
Snap-on Credit LLC



---

Joseph M. Garemore, Esquire  
Identification No. 66496  
360 Haddon Avenue  
Westmont, NJ 08108  
Phone: (856) 854-8900

Dated: June 9, 2010

**CERTIFICATE OF SERVICE**

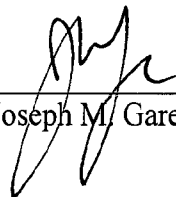
I hereby certify that I caused a copy of the attached Motion and proposed form of order to be served this date upon the following via certified and regular mail:

Russell Peterson  
901 Dorey Street  
Clearfield, PA 16830

Peterson Auto Body  
ATTN: Russell Peterson  
139 Williams Street  
Ramey, PA 16671

I hereby certify that the foregoing statements are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

Dated: June 9, 2010

  
\_\_\_\_\_  
Joseph M. Garemore

## **EXHIBIT A**



IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

FILED

11-01-2008  
William A. Shaw  
Prothonotary/Clerk of Courts

SNAP-ON CREDIT LLC

Plaintiff

vs.

Civil Action No. 2008-1010-CD

RUSS PETERSON

Defendant

PRAECIPE FOR DEFAULT JUDGMENT

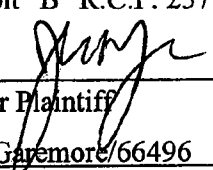
To the Prothonotary:

Enter judgment in favor of Plaintiff and against Russ Petersen for want of an answer.

(✓) Assess Damages as Follows:	
Debt	\$16,009.45
Legal Fees	\$ 945.00
Interest (per diem interest (\$7.90) from 04/21/08)	\$ 1,026.35
Total:	\$17,980.80

ALSO ENTER JUDGMENT FOR POSSESSION OF THE EQUIPMENT LISTED ON  
EXHIBIT "A."

I CERTIFY THAT THE FOREGOING ASSESSMENT OF DAMAGES IS FOR SPECIFIED AMOUNTS ALLEGED TO BE DUE IN THE COMPLAINT AND IS CALCULABLE AS A SUM CERTAIN FROM THE COMPLAINT. I certify that written notice of the intention to file this Praecipe was mailed or delivered to the party against whom judgment is to be entered and to his attorney of record, if any, after the default occurred and at least ten (10) days prior to the date of the filing of this Praecipe. A copy of the notice is attached as Exhibit "B" R.C.P. 237.1

  
\_\_\_\_\_  
Attorney for Plaintiff

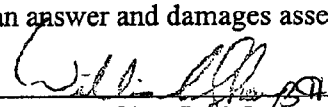
Joseph M. Garmore/66496

Print/Type Name and ID Number

(856) 812-8900

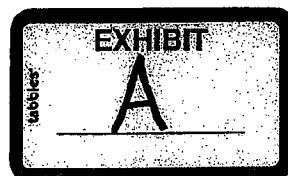
Phone Number

This 2<sup>nd</sup> day of September, 2008, judgment is entered in favor of Plaintiff and against Defendant, Russ Peterson by default for want of an answer and damages assessed at the sum of \$ 17,980.80 as per the above certification.

  
\_\_\_\_\_  
Prothonotary, Clearfield County

### Equipment List

<u>Model No.</u>	<u>Description</u>
MB4525	277832 Roll Cab MATC
KRA54	665231 Tool Box
WKKJ990066	Jump N Carry
PH2050CH4X	00180150 Air Hammer
PDR3A	00110333 Drill
ECU4425X	Light
AT195	Pistol Grip Air Shea 390083
DAS10B	Shears
R450B	Sold Gunkit
PS306	370553
AT711	3/8 Air Ratchet 120335
YA590	Helmet
BF35X	Ratchet
WHS44500	Welder Starter kit 37924
BF590	Paint Gun
CJ2001P	Puller w/pb
BF620B	No. 2 mallet
97CCP	Pliers
TR108	Valve Tool
911ACP	Pliers Stork
1RC231	Wrench, Air Impact
MRB10	Magnetic Tray
113TMMDMLX	Socket Set
BRA718V	2 STG Compressor 2A25241
CJ2001P	Puller w/pb
TML8360	¼ DR Ratchet
PSB100R	Red Spd Blst
ACT118B	Set
CT4F	Circuit Tester
PWC13	Wire Crimp
CJ1200	SL Hamm Kit
4VP8R	Vise Grip
YA427A	Welders Glove
URS5500HT	Welder, Mini Airless
57AHLF	Pliers
SDD2X	Screwdriver
113TMMY	S/Hex Set
PDR5AXX	06/01 Promo-Air Dr
GAE56C1	Safety Plate
FLF936	HSS Flex Rat
ET1470X	Buffer 001568
YA6120	Fan Clutch Wrench Set
YAKS1	Solid Iron Kit



HP650M  
CT4G  
Used Box  
EELR338AP  
KRA2411PES  
T936  
GA599  
SGDP42IRA  
AXOSNR02L  
AXOSNR02M  
MTSLAS38  
SGDP42IRA  
FBP10  
TMM10  
STMM10  
BF900EXC14RC  
MMR250SL  
AT403MCK  
ETB1580  
AT475A  
AT118  
A177A  
87BCP  
FLF936  
SHP5814L  
87BCP  
ECU4325A  
113STMMY  
SHLF936

Nutsert Kit-M  
Circuit Tester  
SNAPON d12342309b  
Red Mid Rise Lift 49003054  
11-DRW 54X24 Roll  
HSS Rat Std  
Depth GA  
ACR-Scredriver  
Gloves Lg Red Racing  
Gloves Med Red Racing  
3/8 Lock-A-Socket  
ACR Screwdriver  
RKT Reelgag  
Socket  
Socket  
Paint Gun, Racing Log  
MUSC MIG 23OV 21003  
Micro Polisher 05130116  
7 In. VS Polisher 015446699  
Sander 04220089  
Comfort Grip Mini 05150789  
Pad Tool  
Diag. Cutter  
HSS Flex Rat  
Spray Gun Cobalt 1.4H  
Diag. Cutter  
13 Watt Lgt 25 Ft.  
Socket Set  
Long Soft Grip Flex

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,  
PENNSYLVANIA  
STATEMENT OF JUDGMENT

Snap-on Credit LLC  
Plaintiff(s)

Vs.

Russ Peterson  
Defendant(s)

No.: 2008-01010-CD

Real Debt: \$17,980.80

Atty's Comm: \$

Costs: \$

Int. From: \$

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: September 2, 2008

Expires: September 2, 2013

Certified from the record this 2nd day of September, 2008.



William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney

## **EXHIBIT B**

# BROWN & CONNERY LLP

ATTORNEYS AT LAW AND PROCTORS IN ADMIRALTY  
360 HADDON AVENUE  
P.O. BOX 539  
WESTMONT, NEW JERSEY 08108

TELEPHONE: (856) 854-8900  
FACSIMILE: (856) 858-4967  
[www.brownconnery.com](http://www.brownconnery.com)

STEVEN G. WOLSCHINA  
PAUL MAINARDI  
MICHAEL J. VASSALOTTI  
WILLIAM M. TAMBUSSI  
MARK P. ASSELTA\*  
STEPHEN J. DEFEIO\*  
JOSEPH M. NARDI, III\*  
CHRISTINE P. O'HEARN\*  
JOSEPH T. CARNEY\*\*  
KAREN M. MCGUINNESS\*  
SUSAN M. LEMING\*  
SHAWN C. HUBER\*  
MARK CAIRA  
LOUIS R. LESSIG\*  
JOSEPH M. GAREMORE\*

OF COUNSEL:

NATHAN A. FRIEDMAN\*  
KATHIE L. RENNER\*  
MICHAEL R. MIGNOGNA\*  
JOSEPH G. ANTINORI  
CARL J. GREGORIO-  
CHRISTOPHER J. TUCCI\*

WOODBURY, NJ 08096  
(856) 812-8900

CAMDEN, NJ 08102  
(856) 365-5100

PHILADELPHIA, PA 19102  
(215) 592-4352

MICHELLE H. BADOLATO\*\*  
WILLIAM F. COOK\*  
MICHAEL J. DIPIERO\*  
BRIAN P. FAULK  
GINA M. FIGUEIRA\*  
ABIGAIL M. GREEN\*  
JENNIFER A. HARRIS  
PATRICK J. HOLSTON\*  
JEFFREY R. JOHNSON\*  
DIANE S. KANE\*  
JANINE M. LLOYD\*  
DONALD K. LUDMAN  
BETH L. MARLIN\*  
PAMELA A. MULLIGAN  
CHRISTOPHER A. ORLANDO\*  
TAIRONDA E. PHOENIX\*  
KENNETH J. SCHWEIKER, JR\*  
BLAIR C. TALTY\*  
MICHAEL J. WATSON\*

\* ALSO ADMITTED IN PENNSYLVANIA  
\* ALSO ADMITTED IN NEW YORK  
\* ALSO ADMITTED IN DELAWARE  
\* ALSO ADMITTED IN MARYLAND  
\* CERTIFIED BY THE SUPREME  
COURT OF NEW JERSEY AS  
CIVIL TRIAL ATTORNEY  
\* CERTIFIED BY THE SUPREME COURT OF  
NEW JERSEY AS WORKERS'  
COMPENSATION LAW  
ATTORNEY

THOMAS F. CONNERY, JR. (1915-2004)  
HORACE G. BROWN (1902-1990)  
HOWARD G. KULP, JR. (1906-1987)

April 8, 2010

## VIA CERTIFIED MAIL RRR AND REGULAR MAIL

Russell Peterson	Peterson Auto Body
901 Dorey Street	ATTN: Russell Peterson
Clearfield, PA 16830	139 Williams Street
	Ramey, PA 16671

**Re: Snap-on Credit v. Russell Peterson**  
**Docket No. 2008-1010-CD**  
**Our File No. 08-0309**

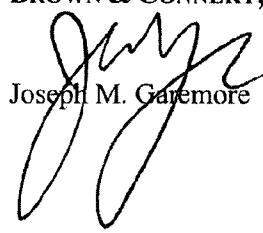
Dear Mr. Peterson:

I enclose and hereby serve upon you Interrogatories. You are required by the Pennsylvania Rules of Civil Procedure to respond to these interrogatories within thirty (30) days.

Thank you for your attention to this matter.

Very truly yours,

**BROWN & CONNERY, LLP**

  
Joseph M. Garemore

JMG/mm  
Enclosure

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

SNAP-ON CREDIT LLC

Plaintiff

vs.

RUSS PETERSON

Defendant

Civil Action No. 2008-1010-CD

**INTERROGATORIES TO  
DEFENDANT RUSS PETERSON AND  
PETERSON AUTO BODY**

TO: Russ Peterson  
901 Dorey Street  
Clearfield, PA 16830

Peterson Auto Body  
ATTN: Russell Peterson  
139 Williams Street  
Ramey, PA 16671

Plaintiff, Snap-on Credit, LLC ("Snap-on Credit"), by its undersigned attorneys, serves on Defendant, Russ Peterson, the following Interrogatories, to be answered in writing under oath, pursuant to the Pennsylvania Rules of Civil Procedure within thirty (30) days from the date of service hereof.

**BROWN & CONNERY, LLP**  
Attorneys for Plaintiff,  
Snap-on Credit, LLC

By: \_\_\_\_\_

Joseph M. Garemore  
I.D. # 66496

Dated: April 8, 2010

## **DEFINITIONS AND INSTRUCTIONS**

Please note that the following definitions and instructions shall apply and shall be considered an integral part of these interrogatories:

A. "Defendant", "you" and/or "yours" shall mean defendant, Russ Peterson, or any person acting on behalf of Russ Peterson.

B. "Plaintiff" shall mean Snap-on Credit, LLC, or any employee, agent, servant, representative, or any other person acting on behalf of Snap-on Credit, LLC.

C. "Document" shall mean all written or graphic matter of every kind or description, however produced or reproduced, whether drafted or final, original or reproduction, signed or unsigned, and regardless of whether approved, signed, sent, received, redrafted, or executed, including but not limited to: written communications, letters, correspondence, memoranda, minutes, notes, photographs, slides, motion pictures, telegrams, telex messages, tape or sound recordings, recordings of any type, contracts, agreements, purchase or sale orders, memoranda of telephone conversations or personal conversations, diaries, desk calendars, interoffice communications, reports, studies, bills, receipts, logs, checks, checkbooks, invoices, requisitions, personal expense accounts, or material similar to any of the foregoing; however denominated and by whomever prepared and to whomever addressed which are in your possession, custody or control or to which you have had, or can obtain access. "Document" shall not include exact duplicates when originals are available but shall include all copies made different from originals by virtue of any writing or notation thereon.

D. "Identify" shall mean, when used in reference to:

1. A natural person—to state the person's:

- (a) full name;
- (b) present or last known business and residential addresses;
- (c) present or last known position, business affiliation and job description; and
- (d) position, business affiliation, and job description at the time in question with respect to the interrogatory or other request involved.

2. A document—to state the following with respect to the document:

- (a) its description (e.g., letter, memorandum, report, etc.);
- (b) its title, date, and number of pages;
- (c) its subject matter;
- (d) the name, address, and position of the author(s) or signer(s) thereof;
- (e) the name, address and position of the addressee(s);
- (f) the name, address and position of each person who received a copy of the documents; and



- (g) its present location and the name, address, and position of the person having present possession, custody and/or control thereof.

3. An oral communication—to state the following with respect to the communication:

- (a) the date and place where it occurred;
- (b) its substance;
- (c) the name, address and position of the person who made the communication;
- (d) the name, address and position of each person to whom such communication was made; and
- (e) the name, address and position of each person who was present when such communication was made.

4. A company, corporation, association, partnership or other legal or business entity not a natural person—to state its:

- (a) full name;
- (b) address of principal place of business; and
- (c) description of type of entity.

5. An act, occurrence, or specific conduct (hereinafter referred to collectively as “act”):

- (a) describe the substance of the event or events constituting such act;
- (b) state the date when such act occurred;
- (c) identify each person who participated in such act;
- (d) identify all other persons who were present when such act occurred; and
- (e) state whether any document was made recording such act and if so, identify each such document.

E. “Communication” shall mean any transmission of thoughts, opinions or information by speech, writing or signs.

F. “Person” shall include natural persons, partnerships, associations, corporations, leagues, governments, (including all instrumentalities, officers, agents and subdivisions thereof) and all other business, legal and artificial entities.

G. In answering these interrogatories, you are required to furnish all information which is available to you, including that which has been obtained by and that which is now in the possession of your attorneys, employees, agents and other representatives, and not merely the information known by the individual or individuals preparing the response.

H. If you are unable to answer any of the within interrogatories fully and completely, after exercising due diligence to secure the information necessary to make such full and complete answers, so state, and in addition, answer the remainder, and state whatever information or knowledge you may have concerning the unanswered portions thereof.

I. Insert your answers in the spaces provided, attaching additional pages as required for complete answers, identifying the interrogatory being answered, and attach an affidavit hereto, filing the original hereof with the Court and serving a copy on the undersigned counsel.

J. These interrogatories shall be deemed to be continuing so as to require supplemental answers under oath if you obtain additional or further information pertaining to any interrogatory subsequent to the time an answer to that interrogatory is served.

K. If you file an objection to any of the interrogatories propounded herein, you are nevertheless required to answer within the aforesaid thirty (30) day period the interrogatories not objected to.

L. Whenever any interrogatory calls for the identity of a document or communication as to which you claim privilege, include in the identification of such document or communication the fact of such claim of privilege and the basis asserted for such claim.

M. In lieu of identifying documents, you may supply the documents, or true and correct copies thereof, with your answers to these interrogatories. The documents should be segregated or otherwise identified to reflect the number of the interrogatory or interrogatories to which the document is responsive.

N. With respect to each interrogatory, in addition to supplying the information asked for and identifying the specific documents referred to, identifies all documents which were referred to in preparing your answer thereof.

O. Unless the context otherwise requires, words in the singular include the plural and words in the plural include the singular; words of the neuter include the feminine and the masculine.

### INTERROGATORIES

1. State your full and complete name, address, telephone number, birthdate and social security number.
2. Set forth your driver's license number and expiration date.
3. Do you know the location of the equipment that you financed through Snap-on Credit, LLC?
  - a. If yes, state the address of the location the collateral is being held:
4. State the full name and address of your employer.
  - a. Set forth your weekly salary (gross and net):
  - b. If not presently employed, the name and address of last employer:
5. List the names, addresses and account numbers of all bank accounts on which your name appears.
6. Do you receive money from alimony, loan payments, rental income, pensions, bank interest and/or stock dividends? If so, list the amount and frequency of such payments and the names and addresses of the sources of such payments.

7. Do you receive Social Security benefits?
  
8. Do you own the property where you reside? If yes, set forth the following:
  - a. Name of the owner or owners
  - b. Date property was purchased
  - c. Purchase price
  - d. Name and address of mortgage holder
  - e. Balance due on mortgage
  
9. Do you own any other real estate? If yes, set forth the following:
  - a. Address of property
  - b. Date property was purchased
  - c. Purchase price
  - d. Name and addresses of all owners
  - e. Name and address of mortgage holder
  - f. Balance due on mortgage
  - g. Name and addresses of all tenants and monthly rental paid by each tenant

10. Does the present value of your personal property which includes automobiles, furniture, appliances, stocks, bonds, and cash on hand, exceed \$1,000? If the answer is "yes," itemize all personal property owned by you. If financed, set forth the name and address to whom payments are made.
11. Do you own a motor vehicle? If the answer is "yes", set forth the make, model, year, VIN # and license plate number for each vehicle owned. If there is lien on the vehicle, state the name and address of the lienholder and the amount due to the lienholder.
12. Do you own a business? If the answer is "yes", set forth the name and address of each business, the names and addresses of all stockholders, partners, officers and/or members and the amount of income you have received from each business in the past twelve (12) months.
13. Set forth all other judgments that you are aware of that have been entered against you, stating the creditor's name, the creditor's attorney, the amount due, the name of the court in which the judgment was entered and the index number.

**VERIFICATION**

I, Russ Peterson, verify that the facts set forth in the above answers to Interrogatories are true and correct to the best of my knowledge, information and belief. I understand that false statements made herein are subject to the penalties of 18 PA.C.S. Subsection 4904, relating to unsworn falsification to authorities.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Russ Peterson, individually and d/b/a  
Peterson Auto Body

## **EXHIBIT C**

# BROWN & CONNERY LLP

STEVEN G. WOLSCHINA  
PAUL MAINARDI  
MICHAEL J. VASSALOTTI  
WILLIAM M. TAMBUSSI  
MARK P. ASSELTA\*  
STEPHEN J. DEFEO\*  
JOSEPH M. NARDI, III\*  
CHRISTINE P. O'HEARN\*  
JOSEPH T. CARNEY\*\*  
KAREN M. MCGUINNESS\*  
SUSAN M. LEMING\*  
SHAWN C. HUBER\*  
MARK CAIRA  
LOUIS R. LESSIG\*  
JOSEPH M. GAREMORE\*

OF COUNSEL:

NATHAN A. FRIEDMAN\*  
KATHIE L. RENNER\*  
MICHAEL R. MIGNOGNA\*  
JOSEPH G. ANTINORI  
CARL J. GREGORIO-  
CHRISTOPHER J. TUCCI\*

THOMAS F. CONNERY, JR. (1915-2004)  
HORACE G. BROWN (1902-1990)  
HOWARD G. KULP, JR. (1906-1987)

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\* ALSO ADMITTED IN NEW YORK  
\* ALSO ADMITTED IN DELAWARE  
\* ALSO ADMITTED IN MARYLAND  
\* CERTIFIED BY THE SUPREME  
COURT OF NEW JERSEY AS  
CIVIL TRIAL ATTORNEY  
\* CERTIFIED BY THE SUPREME COURT OF  
NEW JERSEY AS WORKERS'  
COMPENSATION LAW  
ATTORNEY

May 19, 2010

**VIA CERTIFIED MAIL & REGULAR MAIL**

Russell Peterson  
901 Dorey Street  
Clearfield, PA 16830

**VIA CERTIFIED MAIL & REGULAR MAIL**

Peterson Auto Body  
ATTN: Russell Peterson  
139 Williams Street  
Ramey, PA 16671

**Re: Snap-on Credit v. Russell Peterson  
Docket No. 2008-1010-CD  
Our File No. 08-0309**

Dear Mr. Peterson:

As you know, this firm represents Plaintiff, Snap-on Credit. You were previously served with Interrogatories to be answered with in the time prescribed by the Pennsylvania Rules of Civil Procedure. The time to answer has since expired.

If I do not receive responses to the Interrogatories within one (1) week from the date of this letter, I will proceed with filing the appropriate motion and seek costs and sanctions.

Very truly yours,

**BROWN & CONNERY, LLP**

  
Joseph M. Garemore

JMG/mm

1281177.1

**THIS FIRM IS A DEBT COLLECTOR**



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## Track & Confirm

### Search Results

Label/Receipt Number: **7009 0080 0002 4049 5587**Service(s): **Certified Mail™**Status: **Notice Left**[Track & Confirm](#)

Enter Label/Receipt Number.

We attempted to deliver your item at 2:08 PM on May 21, 2010 in CLEARFIELD, PA 16830 and a notice was left. You may pick up the item at the Post Office indicated on the notice, go to [www.usps.com/redelivery](http://www.usps.com/redelivery), or call 800-ASK-USPS to arrange for redelivery. If this item is unclaimed after 30 days then it will be returned to the sender. Information, if available, is updated periodically throughout the day. Please check again later.

### Notification Options

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

SNAP-ON CREDIT LLC,  
Plaintiff

VS

RUSSELL PETERSON  
Defendant

\*  
\*  
\*  
\*  
\*

NO. 08-1010-CD

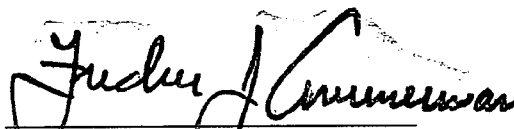
FILED

⚡ JUN 22 2010  
6/22/10 @  
William A. Shaw  
Prothonotary/Clerk of Courts  
came to Arrg  
+ DEED

ORDER

AND NOW, this 22<sup>nd</sup> day of June, 2010, upon consideration of the foregoing  
Motion, the Defendant is hereby ORDERED to answer the Plaintiff's interrogatories  
within 25 days from the date of this Order.

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

DATE: 6-22-10

☒ You are responsible for serving all appropriate parties.  
☒ The Prothonotary's office has provided service to the following parties:  
Plaintiff(s) 4 Plaintiff(s) Attorney Other  
Defendant(s) 4 Defendant(s) Attorney Other  
4 Special Instructions:

45/10M 6F Interventions

FILED  
JUN 22 2010  
William A. Spivey  
Prothonotary/Clerk

CA

**COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA**

Snap-on Credit LLC

(Plaintiff)

950 Technology Way, Suite 301

(Street Address)

Libertyville, IL 60048

(City, State ZIP)

**CIVIL ACTION**

No. 2008-1010-CD

Type of Case: Civil Action - Law

Type of Pleading: Motion

VS.

Russell Peterson

(Defendant)

901 Dorey Street

(Street Address)

Clearfield, PA 16830

(City, State ZIP)

Filed on Behalf of:

Plaintiff, Snap-on Credit LLC

(Plaintiff/Defendant)

Joseph M. Garemore, Esquire ID #66496

**(Filed by)**

Brown & Connery, LLP

360 Haddon Avenue

Westmont, NJ 08108

**(Address)**

(856) 854-8900

**(Phone)**

**(Signature)**

**FILED**

**AUG 19 2010**

William A. Shaw  
Prothonotary/Clerk of Courts

ICC  
Amy Garemore  
GD

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

SNAP-ON CREDIT LLC

Plaintiff

vs.

RUSSELL PETERSON

Defendant

Civil Action No. 2008-1010-CD

**PETITION PURSUANT TO Pa.R.C.P. 4019 and Pa.R.C.P. 3118  
FOR ORDER HOLDING RUSSELL PETERSON IN CONTEMPT OF COURT FOR  
FAILURE TO RESPOND TO INTERROGATORIES  
AND ISSUING A BENCH WARRANT FOR HIS ARREST**

Plaintiff, Snap-on Credit LLC ("Plaintiff") respectfully requests that this Court issue an Order holding defendant, Russell Peterson ("Peterson") in contempt of Court for failure to respond to post-judgment interrogatories and issuing a bench warrant for his arrest. In support thereof, Plaintiff submits the following:

1. This is a replevin matter involving a delinquent loan.
2. On September 2, 2008, the Prothonotary entered judgment in favor of Plaintiff and against Peterson for money damages in the amount of \$17,980.89, and for possession of the collateral. A copy of the judgment is attached hereto as Exhibit "A."
3. To date, Plaintiff has recovered some of its collateral. After the recovered collateral was inventoried and credited, there remains a balance due from Peterson of \$17,748.35.

4. On or about April 8, 2010, Plaintiff served interrogatories upon Peterson via certified and regular mail. The certified mail was signed for and the regular mail has not been returned. A copy of that letter and those interrogatories is attached hereto as Exhibit "B."

5. The responses to those interrogatories were due by May 10, 2010. To date, no response have been provided.

6. On or about May 19, 2010, Plaintiff advised Peterson by letter that his responses to the interrogatories were overdue and that continued non-compliance would result in Plaintiff filing an appropriate motion with the Court. Per the attached United States Postal Service Track and Confirm report, notice was left for Mr. Peterson on or about May 21, 2010. To date, neither the certified nor the regular mail has been returned. A copy of that letter and the USPS Track and Confirm report are attached hereto as Exhibit "C."

7. On or about June 11, 2010, Plaintiff filed a motion to compel.

8. On June 22, 2010, this Court issued an Order compelling the defendant to respond to the interrogatories within twenty-five (25) days of the date of the Order. A copy of that Order is attached hereto as Exhibit "D."

9. On or about July 7, 2010, Plaintiff served that order along with another copy of the interrogatories on Peterson. The certified mail came back as "unclaimed" but the regular mail has not been returned. A copy of that letter and its enclosures are attached hereto as Exhibit "E."

10. Pennsylvania Rule of Civil Procedure 4019(a)(1)(i) permits the Court to make an appropriate Order if a party fails to serve answers to interrogatories. Similarly, Pennsylvania Rule of Civil Procedure 3118, which specifically applies to supplementary relief in aid of execution, permits the Court, on petition, to make an Order directing the defendant to disclose

the whereabouts of his property to the Sheriff, and to grant such other relief as may be deemed necessary and appropriate. See Pa.R.C.P. 3118(a)(4) and (6).

11. As noted above, Plaintiff previously secured a Court Order compelling Peterson to answer the interrogatories, which Peterson has ignored.

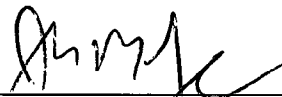
12. Peterson's failure to respond is in contempt of the Court's June 22, 2010 Order.

13. Since Peterson has not honored the Court's prior Order compelling answers to interrogatories, there is no reason to believe that a second order compelling his answers will be effective. Accordingly, Plaintiff respectfully submits that the appropriate remedy is the entry of an Order issuing a bench warrant for Peterson's arrest and confinement, pending his answering of the interrogatories.

**WHEREFORE**, Plaintiff seeks the relief set forth above.

Respectfully submitted,

**BROWN & CONNERY LLP**  
Attorneys for Plaintiff,  
Snap-on Credit LLC



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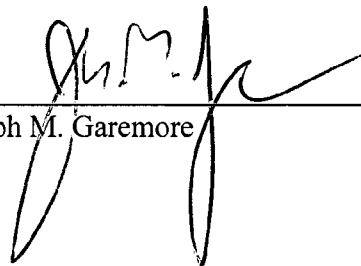
Joseph M. Garemore, Esquire  
Identification No. 66496  
360 Haddon Avenue  
Westmont, NJ 08108  
Phone: (856) 854-8900

Dated: August 17, 2010

**VERIFICATION**

I verify that the facts set forth in this Petition are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. § 4904, relating to unsworn falsifications to authorities.

I am authorized to make this verification on behalf of Snap-on Credit, LLC, as its counsel of record.

  
\_\_\_\_\_  
Joseph M. Garemore

Dated: August 17, 2010



**CERTIFICATE OF SERVICE**

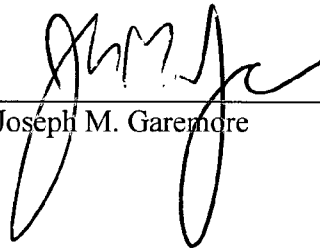
I hereby certify that I caused a copy of the attached Motion and proposed form of order to be served this date upon the following via certified and regular mail:

Russell Peterson  
901 Dorey Street  
Clearfield, PA 16830

Peterson Auto Body  
ATTN: Russell Peterson  
139 Williams Street  
Ramey, PA 16671

I hereby certify that the foregoing statements are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

Dated: August 17, 2010

  
\_\_\_\_\_  
Joseph M. Garemore

## **EXHIBIT A**

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

FILED

William A. Shaw  
Prothonotary/Clerk of Courts

SNAP-ON CREDIT LLC

Plaintiff

vs.

Civil Action No. 2008-1010-CD

RUSS PETERSON

Defendant

PRAECIPE FOR DEFAULT JUDGMENT

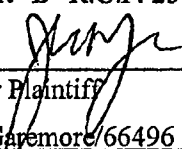
To the Prothonotary:

Enter judgment in favor of Plaintiff and against Russ Petersen for want of an answer.

(✓) Assess Damages as Follows:	
Debt	\$16,009.45
Legal Fees	\$ 945.00
Interest (per diem interest (\$7.90) from 04/21/08)	<u>\$ 1,026.35</u>
Total:	\$17,980.80

ALSO ENTER JUDGMENT FOR POSSESSION OF THE EQUIPMENT LISTED ON  
EXHIBIT "A."

I CERTIFY THAT THE FOREGOING ASSESSMENT OF DAMAGES IS FOR SPECIFIED AMOUNTS ALLEGED TO BE DUE IN THE COMPLAINT AND IS CALCULABLE AS A SUM CERTAIN FROM THE COMPLAINT. I certify that written notice of the intention to file this Praecipe was mailed or delivered to the party against whom judgment is to be entered and to his attorney of record, if any, after the default occurred and at least ten (10) days prior to the date of the filing of this Praecipe. A copy of the notice is attached as Exhibit "B" R.C.P. 237.1

  
\_\_\_\_\_  
Attorney for Plaintiff

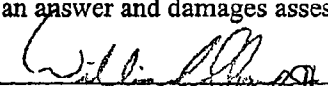
Joseph M. Garemore/66496

Print/Type Name and ID Number

(856) 812-8900

Phone Number

This 2<sup>nd</sup> day of September, 2008, judgment is entered in favor of Plaintiff and against Defendant, Russ Peterson by default for want of an answer and damages assessed at the sum of \$17,980.80 as per the above certification.

  
\_\_\_\_\_  
Prothonotary, Clearfield County

**Equipment List**

<b><u>Model No.</u></b>	<b><u>Description</u></b>
MB4525	277832 Roll Cab MATC
KRA54	665231 Tool Box
WKKJ990066	Jump N Carry
PH2050CH4X	00180150 Air Hammer
PDR3A	00110333 Drill
ECU4425X	Light
AT195	Pistol Grip Air Shea 390083
DAS10B	Shears
R450B	Sold Gunkit
PS306	370553
AT711	3/8 Air Ratchet 120335
YA590	Helmet
BF35X	Ratchet
WHSA4500	Welder Starter kit 37924
BF590	Paint Gun
CJ2001P	Puller w/pb
BF620B	No. 2 mallet
97CCP	Pliers
TR108	Valve Tool
911ACP	Pliers Stork
1RC231	Wrench, Air Impact
MRB10	Magnetic Tray
113TMMDMLX	Socket Set
BRA718V	2 STG Compressor 2A25241
CJ2001P	Puller w/pb
TML8360	¼ DR Ratchet
PSB100R	Red Spd Blst
ACT118B	Set
CT4F	Circuit Tester
PWC13	Wire Crimp
CJ1200	SL Hamm Kit
4VP8R	Vise Grip
YA427A	Welders Glove
URS5500HT	Welder, Mini Airless
57AHLF	Pliers
SDD2X	Screwdriver
113TMMY	S/Hex Set
PDR5AXX	06/01 Promo-Air Dr
GAE56C1	Safety Plate
FLF936	HSS Flex Rat
ET1470X	Buffer 001568
YA6120	Fan Clutch Wrench Set
YAKS1	Solid Iron Kit



HP650M  
CT4G  
Used Box  
EELR338AP  
KRA2411PES  
T936  
GA599  
SGDP42IRA  
AXOSNR02L  
AXOSNR02M  
MTSLAS38  
SGDP42IRA  
FBP10  
TMM10  
STMM10  
BF900EXC14RC  
MMR250SL  
AT403MCK  
ETB1580  
AT475A  
AT118  
A177A  
87BCP  
FLF936  
SHP5814L  
87BCP  
ECU4325A  
113STMMY  
SHLF936

Nutsert Kit-M  
Circuit Tester  
SNAPON d12342309b  
Red Mid Rise Lift 49003054  
11-DRW 54X24 Roll  
HSS Rat Std  
Depth GA  
ACR-Scredriver  
Gloves Lg Red Racing  
Gloves Med Red Racing  
3/8 Lock-A-Socket  
ACR Screwdriver  
RKT Reelgag  
Socket  
Socket  
Paint Gun, Racing Log  
MUSC MIG 23OV 21003  
Micro Polisher 05130116  
7 In. VS Polisher 015446699  
Sander 04220089  
Comfort Grip Mini 05150789  
Pad Tool  
Diag. Cutter  
HSS Flex Rat  
Spray Gun Cobalt 1.4H  
Diag. Cutter  
13 Watt Lgt 25 Ft.  
Socket Set  
Long Soft Grip Flex

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,  
PENNSYLVANIA  
STATEMENT OF JUDGMENT

Snap-on Credit LLC  
Plaintiff(s)

Vs.

Russ Peterson  
Defendant(s)

No.: 2008-01010-CD

Real Debt: \$17,980.80

Atty's Comm: \$

Costs: \$

Int. From: \$

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: September 2, 2008

Expires: September 2, 2013

Certified from the record this 2nd day of September, 2008.



William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney

11

**EXHIBIT B**

# BROWN & CONNERY LLP

STEVEN G. WOLSCHINA  
PAUL MAINARDI  
MICHAEL J. VASSALOTTI  
WILLIAM M. TAMBUSI  
MARK P. ASSELTA  
STEPHEN J. DEFO  
JOSEPH M. NARDI, III  
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JOSEPH M. GAREMORE

## OF COUNSEL:

NATHAN A. FRIEDMAN  
KATHIE L. RENNER  
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BLAIR C. TALTY  
MICHAEL J. WATSON

\* ALSO ADMITTED IN PENNSYLVANIA  
\* ALSO ADMITTED IN NEW YORK  
\* ALSO ADMITTED IN DELAWARE  
\* ALSO ADMITTED IN MARYLAND  
\* CERTIFIED BY THE SUPREME COURT OF NEW JERSEY AS CIVIL TRIAL ATTORNEY  
\* CERTIFIED BY THE SUPREME COURT OF NEW JERSEY AS WORKERS' COMPENSATION LAW ATTORNEY

April 8, 2010

## VIA CERTIFIED MAIL RRR AND REGULAR MAIL

Russell Peterson  
901 Dorey Street  
Clearfield, PA 16830

Peterson Auto Body  
ATTN: Russell Peterson  
139 Williams Street  
Ramey, PA 16671

Re: Snap-on Credit v. Russell Peterson  
Docket No. 2008-1010-CD  
Our File No. 08-0309

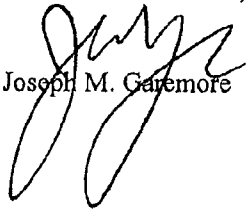
Dear Mr. Peterson:

I enclose and hereby serve upon you Interrogatories. You are required by the Pennsylvania Rules of Civil Procedure to respond to these interrogatories within thirty (30) days.

Thank you for your attention to this matter.

Very truly yours,

BROWN & CONNERY, LLP

  
Joseph M. Garemore

JMG/mm  
Enclosure



IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

SNAP-ON CREDIT LLC

Plaintiff

vs.

RUSS PETERSON

Defendant

Civil Action No. 2008-1010-CD

**INTERROGATORIES TO  
DEFENDANT RUSS PETERSON AND  
PETERSON AUTO BODY**

TO: Russ Peterson  
901 Dorey Street  
Clearfield, PA 16830

Peterson Auto Body  
ATTN: Russell Peterson  
139 Williams Street  
Ramey, PA 16671

Plaintiff, Snap-on Credit, LLC ("Snap-on Credit"), by its undersigned attorneys, serves on Defendant, Russ Peterson, the following Interrogatories, to be answered in writing under oath, pursuant to the Pennsylvania Rules of Civil Procedure within thirty (30) days from the date of service hereof.

**BROWN & CONNERY, LLP**  
Attorneys for Plaintiff,  
Snap-on Credit, LLC

By: \_\_\_\_\_

Joseph M. Garemore  
I.D. # 66496

Dated: April 8, 2010

### DEFINITIONS AND INSTRUCTIONS

Please note that the following definitions and instructions shall apply and shall be considered an integral part of these interrogatories:

A. "Defendant", "you" and/or "yours" shall mean defendant, Russ Peterson, or any person acting on behalf of Russ Peterson.

B. "Plaintiff" shall mean Snap-on Credit, LLC, or any employee, agent, servant, representative, or any other person acting on behalf of Snap-on Credit, LLC.

C. "Document" shall mean all written or graphic matter of every kind or description, however produced or reproduced, whether drafted or final, original or reproduction, signed or unsigned, and regardless of whether approved, signed, sent, received, redrafted, or executed, including but not limited to: written communications, letters, correspondence, memoranda, minutes, notes, photographs, slides, motion pictures, telegrams, telex messages, tape or sound recordings, recordings of any type, contracts, agreements, purchase or sale orders, memoranda of telephone conversations or personal conversations, diaries, desk calendars, interoffice communications, reports, studies, bills, receipts, logs, checks, checkbooks, invoices, requisitions, personal expense accounts, or material similar to any of the foregoing; however denominated and by whomever prepared and to whomever addressed which are in your possession, custody or control or to which you have had, or can obtain access. "Document" shall not include exact duplicates when originals are available but shall include all copies made different from originals by virtue of any writing or notation thereon.

D. "Identify" shall mean, when used in reference to:

1. A natural person—to state the person's:

- (a) full name;
- (b) present or last known business and residential addresses;
- (c) present or last known position, business affiliation and job description; and
- (d) position, business affiliation, and job description at the time in question with respect to the interrogatory or other request involved.

2. A document—to state the following with respect to the document:

- (a) its description (e.g., letter, memorandum, report, etc.);
- (b) its title, date, and number of pages;
- (c) its subject matter;
- (d) the name, address, and position of the author(s) or signer(s) thereof;
- (e) the name, address and position of the addressee(s);
- (f) the name, address and position of each person who received a copy of the documents; and

- (g) its present location and the name, address, and position of the person having present possession, custody and/or control thereof.

3. An oral communication—to state the following with respect to the communication:

- (a) the date and place where it occurred;
- (b) its substance;
- (c) the name, address and position of the person who made the communication;
- (d) the name, address and position of each person to whom such communication was made; and
- (e) the name, address and position of each person who was present when such communication was made.

4. A company, corporation, association, partnership or other legal or business entity not a natural person—to state its:

- (a) full name;
- (b) address of principal place of business; and
- (c) description of type of entity.

5. An act, occurrence, or specific conduct (hereinafter referred to collectively as “act”):

- (a) describe the substance of the event or events constituting such act;
- (b) state the date when such act occurred;
- (c) identify each person who participated in such act;
- (d) identify all other persons who were present when such act occurred; and
- (e) state whether any document was made recording such act and if so, identify each such document.

E. “Communication” shall mean any transmission of thoughts, opinions or information by speech, writing or signs.

F. “Person” shall include natural persons, partnerships, associations, corporations, leagues, governments, (including all instrumentalities, officers, agents and subdivisions thereof) and all other business, legal and artificial entities.

G. In answering these interrogatories, you are required to furnish all information which is available to you, including that which has been obtained by and that which is now in the possession of your attorneys, employees, agents and other representatives, and not merely the information known by the individual or individuals preparing the response.

H. If you are unable to answer any of the within interrogatories fully and completely, after exercising due diligence to secure the information necessary to make such full and complete answers, so state, and in addition, answer the remainder, and state whatever information or knowledge you may have concerning the unanswered portions thereof.

I. Insert your answers in the spaces provided, attaching additional pages as required for complete answers, identifying the interrogatory being answered, and attach an affidavit hereto, filing the original hereof with the Court and serving a copy on the undersigned counsel.

J. These interrogatories shall be deemed to be continuing so as to require supplemental answers under oath if you obtain additional or further information pertaining to any interrogatory subsequent to the time an answer to that interrogatory is served.

K. If you file an objection to any of the interrogatories propounded herein, you are nevertheless required to answer within the aforesaid thirty (30) day period the interrogatories not objected to.

L. Whenever any interrogatory calls for the identity of a document or communication as to which you claim privilege, include in the identification of such document or communication the fact of such claim of privilege and the basis asserted for such claim.

M. In lieu of identifying documents, you may supply the documents, or true and correct copies thereof, with your answers to these interrogatories. The documents should be segregated or otherwise identified to reflect the number of the interrogatory or interrogatories to which the document is responsive.

N. With respect to each interrogatory, in addition to supplying the information asked for and identifying the specific documents referred to, identifies all documents which were referred to in preparing your answer thereof.

O. Unless the context otherwise requires, words in the singular include the plural and words in the plural include the singular; words of the neuter include the feminine and the masculine.

### INTERROGATORIES

1. State your full and complete name, address, telephone number, birthdate and social security number.
2. Set forth your driver's license number and expiration date.
3. Do you know the location of the equipment that you financed through Snap-on Credit, LLC?
  - a. If yes, state the address of the location the collateral is being held:
4. State the full name and address of your employer.
  - a. Set forth your weekly salary (gross and net):
  - b. If not presently employed, the name and address of last employer:
5. List the names, addresses and account numbers of all bank accounts on which your name appears.
6. Do you receive money from alimony, loan payments, rental income, pensions, bank interest and/or stock dividends? If so, list the amount and frequency of such payments and the names and addresses of the sources of such payments.

7. Do you receive Social Security benefits?
8. Do you own the property where you reside? If yes, set forth the following:
- a. Name of the owner or owners
  - b. Date property was purchased
  - c. Purchase price
  - d. Name and address of mortgage holder
  - e. Balance due on mortgage
9. Do you own any other real estate? If yes, set forth the following:
- a. Address of property
  - b. Date property was purchased
  - c. Purchase price
  - d. Name and addresses of all owners
  - e. Name and address of mortgage holder
  - f. Balance due on mortgage
  - g. Name and addresses of all tenants and monthly rental paid by each tenant

10. Does the present value of your personal property which includes automobiles, furniture, appliances, stocks, bonds, and cash on hand, exceed \$1,000? If the answer is "yes," itemize all personal property owned by you. If financed, set forth the name and address to whom payments are made.
11. Do you own a motor vehicle? If the answer is "yes", set forth the make, model, year, VIN # and license plate number for each vehicle owned. If there is lien on the vehicle, state the name and address of the lienholder and the amount due to the lienholder.
12. Do you own a business? If the answer is "yes", set forth the name and address of each business, the names and addresses of all stockholders, partners, officers and/or members and the amount of income you have received from each business in the past twelve (12) months.
13. Set forth all other judgments that you are aware of that have been entered against you, stating the creditor's name, the creditor's attorney, the amount due, the name of the court in which the judgment was entered and the index number.

VERIFICATION

I, Russ Peterson, verify that the facts set forth in the above answers to Interrogatories are true and correct to the best of my knowledge, information and belief. I understand that false statements made herein are subject to the penalties of 18 PA.C.S. Subsection 4904, relating to unsworn falsification to authorities.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Russ Peterson, individually and d/b/a  
Peterson Auto Body



**EXHIBIT C**

# BROWN & CONNERY LLP

STEVEN G. WOLSCHINA  
PAUL MAINARDI  
MICHAEL J. VASSALOTTI  
WILLIAM M. TAMBUSSIN  
MARK P. ASSELT  
STEPHEN J. DEFEQ  
JOSEPH M. NARDI, III  
CHRISTINE P. O'HEARN  
JOSEPH T. CARNEY  
KAREN M. MCGUINNESS  
SUSAN M. LEMING  
SHAWN C. HUBER  
MARK CAIRA  
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BRIAN P. FAULK  
GINA M. FIGUEIRA  
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BETH L. MARLIN  
PAMELA A. MULLIGAN  
CHRISTOPHER A. ORLANDO  
TAIRONDA E. PHOENIX  
KENNETH J. SCHWEIKER, JR.  
BLAIR C. TALTY  
MICHAEL J. WATSON

#### OF COUNSEL:

NATHAN A. FRIEDMAN  
KATHIE L. RENNER  
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(856) 365-5100

PHILADELPHIA, PA 19102  
(215) 592-4352

May 19, 2010

THOMAS F. CONNERY, JR. (1915-2004)  
HORACE G. BROWN (1907-1990)  
HOWARD G. KULP, JR. (1906-1987)

\* ALSO ADMITTED IN PENNSYLVANIA  
\* ALSO ADMITTED IN NEW YORK  
\* ALSO ADMITTED IN DELAWARE  
\* ALSO ADMITTED IN MARYLAND  
\* CERTIFIED BY THE SUPREME  
COURT OF NEW JERSEY AS  
CIVIL TRIAL ATTORNEY  
\* CERTIFIED BY THE SUPREME COURT OF  
NEW JERSEY AS WORKERS'  
COMPENSATION LAW  
ATTORNEY

#### VIA CERTIFIED MAIL & REGULAR MAIL

Russell Peterson  
901 Dorey Street  
Clearfield, PA 16830

#### VIA CERTIFIED MAIL & REGULAR MAIL

Peterson Auto Body  
ATTN: Russell Peterson  
139 Williams Street  
Ramey, PA 16671

Re: Snap-on Credit v. Russell Peterson  
Docket No. 2008-1010-CD  
Our File No. 08-0309

Dear Mr. Peterson:

As you know, this firm represents Plaintiff, Snap-on Credit. You were previously served with Interrogatories to be answered with in the time prescribed by the Pennsylvania Rules of Civil Procedure. The time to answer has since expired.

If I do not receive responses to the Interrogatories within one (1) week from the date of this letter, I will proceed with filing the appropriate motion and seek costs and sanctions.

Very truly yours,

BROWN & CONNERY, LLP

Joseph M. Garemore

JMG/mm

1281177.1

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## Track & Confirm

### Search Results

Label/Receipt Number: 7009 0080 0002 4049 5587

Service(s): **Certified Mail™**Status: **Notice Left**

### Track & Confirm

Enter Label/Receipt Number.

We attempted to deliver your item at 2:08 PM on May 21, 2010 in CLEARFIELD, PA 16830 and a notice was left. You may pick up the item at the Post Office indicated on the notice, go to [www.usps.com/redelivery](http://www.usps.com/redelivery), or call 800-ASK-USPS to arrange for redelivery. If this item is unclaimed after 30 days then it will be returned to the sender. Information, if available, is updated periodically throughout the day. Please check again later.

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#### Track & Confirm by email

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No FEAR Act EEO Data

FOIA

The U.S. Postal Service  
is an Equal Opportunity Employer.Integrity is the core of the  
U.S. Postal Service.

**EXHIBIT D**

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

SNAP-ON CREDIT LLC,  
Plaintiff

VS

RUSSELL PETERSON  
Defendant

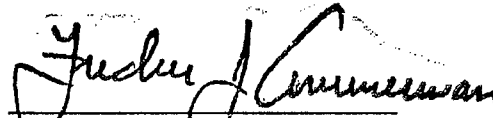
\*  
\*  
\*  
\*  
\*

NO. 08-1010-CD

**ORDER**

AND NOW, this 22<sup>nd</sup> day of June, 2010, upon consideration of the foregoing Motion, the Defendant is hereby ORDERED to answer the Plaintiff's interrogatories within 25 days from the date of this Order.

BY THE COURT,



FREDRIC J. AMMERMAN  
President Judge

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

JUN 22 2010

Attest.



Witham R.  
Promotory/  
Clerk of Courts

## **EXHIBIT E**

# BROWN & CONNERY LLP

ATTORNEYS AT LAW AND PROCTORS IN ADMIRALTY  
360 HADDON AVENUE  
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OF COUNSEL:

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WOODBURY, NJ 08096  
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(856) 365-5100

PHILADELPHIA, PA 19102  
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July 7, 2010

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WILLIAM F. COOK\*  
MICHAEL J. DIPIERO\*  
BRIAN P. FAULK  
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CIVIL TRIAL ATTORNEY  
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NEW JERSEY AS WORKERS'  
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ATTORNEY

**VIA CERTIFIED MAIL & REGULAR MAIL**

Russell Peterson  
901 Dorey Street  
Clearfield, PA 16830

**VIA CERTIFIED MAIL & REGULAR MAIL**

Peterson Auto Body  
ATTN: Russell Peterson  
139 Williams Street  
Ramey, PA 16671

**Re: Snap-on Credit v. Russell Peterson  
Docket No. 2008-1010-CD  
Our File No. 08-0309**

Dear Mr. Peterson:

As you know, this firm represents Plaintiff, Snap-on Credit. I enclose and hereby serve upon you the Court's June 22, 2010 Order, which we recently received, requiring your response to the attached Interrogatories within twenty-five (25) days of the date of the Order, or by July 19, 2010.

Please be guided accordingly.

Very truly yours,

**BROWN & CONNERY, LLP**

Joseph M. Garemore

JMG/mm  
Enclosures

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

SNAP-ON CREDIT LLC,  
Plaintiff

vs

RUSSELL PETERSON  
Defendant

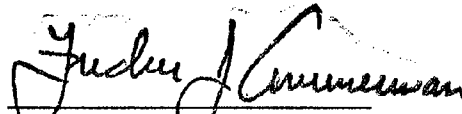
\*  
\*  
\*  
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NO. 08-1010-CD

ORDER

AND NOW, this 22<sup>nd</sup> day of June, 2010, upon consideration of the foregoing Motion, the Defendant is hereby ORDERED to answer the Plaintiff's interrogatories within 25 days from the date of this Order.

BY THE COURT,



FREDRIC J. AMMERMAN  
President Judge

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

JUN 22 2010

Attest



William B. [unclear]  
Promotary  
Clearfield County



IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

SNAP-ON CREDIT LLC

Plaintiff

vs.

RUSS PETERSON

Defendant

Civil Action No. 2008-1010-CD

**INTERROGATORIES TO  
DEFENDANT RUSS PETERSON AND  
PETERSON AUTO BODY**

TO: Russ Peterson  
901 Dorey Street  
Clearfield, PA 16830

Peterson Auto Body  
ATTN: Russell Peterson  
139 Williams Street  
Ramey, PA 16671

Plaintiff, Snap-on Credit, LLC ("Snap-on Credit"), by its undersigned attorneys, serves on Defendant, Russ Peterson, the following Interrogatories, to be answered in writing under oath, pursuant to the Pennsylvania Rules of Civil Procedure within thirty (30) days from the date of service hereof.

**BROWN & CONNERY, LLP**  
Attorneys for Plaintiff,  
Snap-on Credit, LLC

By: \_\_\_\_\_

Joseph M. Garemore  
I.D.# 66496

Dated: April 8, 2010

## DEFINITIONS AND INSTRUCTIONS

Please note that the following definitions and instructions shall apply and shall be considered an integral part of these interrogatories:

A. "Defendant", "you" and/or "yours" shall mean defendant, Russ Peterson, or any person acting on behalf of Russ Peterson.

B. "Plaintiff" shall mean Snap-on Credit, LLC, or any employee, agent, servant, representative, or any other person acting on behalf of Snap-on Credit, LLC.

C. "Document" shall mean all written or graphic matter of every kind or description, however produced or reproduced, whether drafted or final, original or reproduction, signed or unsigned, and regardless of whether approved, signed, sent, received, redrafted, or executed, including but not limited to: written communications, letters, correspondence, memoranda, minutes, notes, photographs, slides, motion pictures, telegrams, telex messages, tape or sound recordings, recordings of any type, contracts, agreements, purchase or sale orders, memoranda of telephone conversations or personal conversations, diaries, desk calendars, interoffice communications, reports, studies, bills, receipts, logs, checks, checkbooks, invoices, requisitions, personal expense accounts, or material similar to any of the foregoing; however denominated and by whomever prepared and to whomever addressed which are in your possession, custody or control or to which you have had, or can obtain access. "Document" shall not include exact duplicates when originals are available but shall include all copies made different from originals by virtue of any writing or notation thereon.

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- (a) full name;
- (b) present or last known business and residential addresses;
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- (d) position, business affiliation, and job description at the time in question with respect to the interrogatory or other request involved.

2. A document—to state the following with respect to the document:

- (a) its description (e.g., letter, memorandum, report, etc.);
- (b) its title, date, and number of pages;
- (c) its subject matter;
- (d) the name, address, and position of the author(s) or signer(s) thereof;
- (e) the name, address and position of the addressee(s);
- (f) the name, address and position of each person who received a copy of the documents; and

- (g) its present location and the name, address, and position of the person having present possession, custody and/or control thereof.

3. An oral communication—to state the following with respect to the communication:

- (a) the date and place where it occurred;
- (b) its substance;
- (c) the name, address and position of the person who made the communication;
- (d) the name, address and position of each person to whom such communication was made; and
- (e) the name, address and position of each person who was present when such communication was made.

4. A company, corporation, association, partnership or other legal or business entity not a natural person—to state its:

- (a) full name;
- (b) address of principal place of business; and
- (c) description of type of entity.

5. An act, occurrence, or specific conduct (hereinafter referred to collectively as “act”):

- (a) describe the substance of the event or events constituting such act;
- (b) state the date when such act occurred;
- (c) identify each person who participated in such act;
- (d) identify all other persons who were present when such act occurred; and
- (e) state whether any document was made recording such act and if so, identify each such document.

E. “Communication” shall mean any transmission of thoughts, opinions or information by speech, writing or signs.

F. “Person” shall include natural persons, partnerships, associations, corporations, leagues, governments, (including all instrumentalities, officers, agents and subdivisions thereof) and all other business, legal and artificial entities.

G. In answering these interrogatories, you are required to furnish all information which is available to you, including that which has been obtained by and that which is now in the possession of your attorneys, employees, agents and other representatives, and not merely the information known by the individual or individuals preparing the response.

H. If you are unable to answer any of the within interrogatories fully and completely, after exercising due diligence to secure the information necessary to make such full and complete answers, so state, and in addition, answer the remainder, and state whatever information or knowledge you may have concerning the unanswered portions thereof.

I. Insert your answers in the spaces provided, attaching additional pages as required for complete answers, identifying the interrogatory being answered, and attach an affidavit hereto, filing the original hereof with the Court and serving a copy on the undersigned counsel.

J. These interrogatories shall be deemed to be continuing so as to require supplemental answers under oath if you obtain additional or further information pertaining to any interrogatory subsequent to the time an answer to that interrogatory is served.

K. If you file an objection to any of the interrogatories propounded herein, you are nevertheless required to answer within the aforesaid thirty (30) day period the interrogatories not objected to.

L. Whenever any interrogatory calls for the identity of a document or communication as to which you claim privilege, include in the identification of such document or communication the fact of such claim of privilege and the basis asserted for such claim.

M. In lieu of identifying documents, you may supply the documents, or true and correct copies thereof, with your answers to these interrogatories. The documents should be segregated or otherwise identified to reflect the number of the interrogatory or interrogatories to which the document is responsive.

N. With respect to each interrogatory, in addition to supplying the information asked for and identifying the specific documents referred to, identifies all documents which were referred to in preparing your answer thereof.

O. Unless the context otherwise requires, words in the singular include the plural and words in the plural include the singular; words of the neuter include the feminine and the masculine.

### INTERROGATORIES

1. State your full and complete name, address, telephone number, birthdate and social security number.
2. Set forth your driver's license number and expiration date.
3. Do you know the location of the equipment that you financed through Snap-on Credit, LLC?
  - a. If yes, state the address of the location the collateral is being held:
4. State the full name and address of your employer.
  - a. Set forth your weekly salary (gross and net):
  - b. If not presently employed, the name and address of last employer:
5. List the names, addresses and account numbers of all bank accounts on which your name appears.
6. Do you receive money from alimony, loan payments, rental income, pensions, bank interest and/or stock dividends? If so, list the amount and frequency of such payments and the names and addresses of the sources of such payments.

7. Do you receive Social Security benefits?
8. Do you own the property where you reside? If yes, set forth the following:
- a. Name of the owner or owners
  - b. Date property was purchased
  - c. Purchase price
  - d. Name and address of mortgage holder
  - e. Balance due on mortgage
9. Do you own any other real estate? If yes, set forth the following:
- a. Address of property
  - b. Date property was purchased
  - c. Purchase price
  - d. Name and addresses of all owners
  - e. Name and address of mortgage holder
  - f. Balance due on mortgage
  - g. Name and addresses of all tenants and monthly rental paid by each tenant

10. Does the present value of your personal property which includes automobiles, furniture, appliances, stocks, bonds, and cash on hand, exceed \$1,000? If the answer is "yes," itemize all personal property owned by you. If financed, set forth the name and address to whom payments are made.
11. Do you own a motor vehicle? If the answer is "yes", set forth the make, model, year, VIN # and license plate number for each vehicle owned. If there is lien on the vehicle, state the name and address of the lienholder and the amount due to the lienholder.
12. Do you own a business? If the answer is "yes", set forth the name and address of each business, the names and addresses of all stockholders, partners, officers and/or members and the amount of income you have received from each business in the past twelve (12) months.
13. Set forth all other judgments that you are aware of that have been entered against you, stating the creditor's name, the creditor's attorney, the amount due, the name of the court in which the judgment was entered and the index number.

VERIFICATION

I, Russ Peterson, verify that the facts set forth in the above answers to Interrogatories are true and correct to the best of my knowledge, information and belief. I understand that false statements made herein are subject to the penalties of 18 PA.C.S. Subsection 4904, relating to unsworn falsification to authorities.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Russ Peterson, individually and d/b/a  
Peterson Auto Body



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

SNAP-ON CREDIT LLC

Plaintiff

vs.

RUSSELL PETERSON

Defendant

Civil Action No. 2008-1010-CD

**ORDER FOR WARRANT FOR ARREST**

**AND NOW**, upon the submission to the Court of a petition by Plaintiff, Snap-On Credit LLC, pursuant to Pa. R.C.P. 4019 and Pa. R.C.P. 3118 seeking to hold Defendant, Russell Peterson, in contempt of Court for failure to respond to interrogatories, and the Court having considered the petition and any response, and for good cause shown,

**IT IS HEREBY ORDERED** as follows:

1. The Petition is granted.
2. The Sheriff of Clearfield County is hereby directed to arrest Russell Peterson, at any location between the hours of 7:30 a.m. and 3:00 p.m. on a day when the Court is in session, and bring him forthwith before a Judge of the Court of Common Pleas to await the further order of the Court in this matter. This Warrant is issued as a result of defendant's failure to answer Interrogatories, a copy of which is attached.

Local police departments are authorized and directed to provide assistance to the officer executing this Warrant.

BY THE COURT

\_\_\_\_\_  
J.

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

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

SNAP-ON CREDIT LLC

Plaintiff

vs.

RUSS PETERSON

Defendant

Civil Action No. 2008-1010-CD

INTERROGATORIES TO  
DEFENDANT RUSS PETERSON AND  
PETERSON AUTO BODY

TO: Russ Peterson  
901 Dorey Street  
Clearfield, PA 16830

Peterson Auto Body  
ATTN: Russell Peterson  
139 Williams Street  
Ramey, PA 16671

Plaintiff, Snap-on Credit, LLC ("Snap-on Credit"), by its undersigned attorneys, serves on Defendant, Russ Peterson, the following Interrogatories, to be answered in writing under oath, pursuant to the Pennsylvania Rules of Civil Procedure within thirty (30) days from the date of service hereof.

BROWN & CONNERY, LLP  
Attorneys for Plaintiff,  
Snap-on Credit, LLC

By: \_\_\_\_\_

Joseph M. Garemore  
I.D. # 66496

Dated: April 8, 2010

### DEFINITIONS AND INSTRUCTIONS

Please note that the following definitions and instructions shall apply and shall be considered an integral part of these interrogatories:

A. "Defendant", "you" and/or "yours" shall mean defendant, Russ Peterson, or any person acting on behalf of Russ Peterson.

B. "Plaintiff" shall mean Snap-on Credit, LLC, or any employee, agent, servant, representative, or any other person acting on behalf of Snap-on Credit, LLC.

C. "Document" shall mean all written or graphic matter of every kind or description, however produced or reproduced, whether drafted or final, original or reproduction, signed or unsigned, and regardless of whether approved, signed, sent, received, redrafted, or executed, including but not limited to: written communications, letters, correspondence, memoranda, minutes, notes, photographs, slides, motion pictures, telegrams, telex messages, tape or sound recordings, recordings of any type, contracts, agreements, purchase or sale orders, memoranda of telephone conversations or personal conversations, diaries, desk calendars, interoffice communications, reports, studies, bills, receipts, logs, checks, checkbooks, invoices, requisitions, personal expense accounts, or material similar to any of the foregoing; however denominated and by whomever prepared and to whomever addressed which are in your possession, custody or control or to which you have had, or can obtain access. "Document" shall not include exact duplicates when originals are available but shall include all copies made different from originals by virtue of any writing or notation thereon.

D. "Identify" shall mean, when used in reference to:

1. A natural person—to state the person's:

- (a) full name;
- (b) present or last known business and residential addresses;
- (c) present or last known position, business affiliation and job description; and
- (d) position, business affiliation, and job description at the time in question with respect to the interrogatory or other request involved.

2. A document—to state the following with respect to the document:

- (a) its description (e.g., letter, memorandum, report, etc.);
- (b) its title, date, and number of pages;
- (c) its subject matter;
- (d) the name, address, and position of the author(s) or signer(s) thereof;
- (e) the name, address and position of the addressee(s);
- (f) the name, address and position of each person who received a copy of the documents; and

- (g) its present location and the name, address, and position of the person having present possession, custody and/or control thereof.

3. An oral communication—to state the following with respect to the communication:

- (a) the date and place where it occurred;
- (b) its substance;
- (c) the name, address and position of the person who made the communication;
- (d) the name, address and position of each person to whom such communication was made; and
- (e) the name, address and position of each person who was present when such communication was made.

4. A company, corporation, association, partnership or other legal or business entity not a natural person—to state its:

- (a) full name;
- (b) address of principal place of business; and
- (c) description of type of entity.

5. An act, occurrence, or specific conduct (hereinafter referred to collectively as “act”):

- (a) describe the substance of the event or events constituting such act;
- (b) state the date when such act occurred;
- (c) identify each person who participated in such act;
- (d) identify all other persons who were present when such act occurred; and
- (e) state whether any document was made recording such act and if so, identify each such document.

E. “Communication” shall mean any transmission of thoughts, opinions or information by speech, writing or signs.

F. “Person” shall include natural persons, partnerships, associations, corporations, leagues, governments, (including all instrumentalities, officers, agents and subdivisions thereof) and all other business, legal and artificial entities.

G. In answering these interrogatories, you are required to furnish all information which is available to you, including that which has been obtained by and that which is now in the possession of your attorneys, employees, agents and other representatives, and not merely the information known by the individual or individuals preparing the response.

H. If you are unable to answer any of the within interrogatories fully and completely, after exercising due diligence to secure the information necessary to make such full and complete answers, so state, and in addition, answer the remainder, and state whatever information or knowledge you may have concerning the unanswered portions thereof.

I. Insert your answers in the spaces provided, attaching additional pages as required for complete answers, identifying the interrogatory being answered, and attach an affidavit hereto, filing the original hereof with the Court and serving a copy on the undersigned counsel.

J. These interrogatories shall be deemed to be continuing so as to require supplemental answers under oath if you obtain additional or further information pertaining to any interrogatory subsequent to the time an answer to that interrogatory is served.

K. If you file an objection to any of the interrogatories propounded herein, you are nevertheless required to answer within the aforesaid thirty (30) day period the interrogatories not objected to.

L. Whenever any interrogatory calls for the identity of a document or communication as to which you claim privilege, include in the identification of such document or communication the fact of such claim of privilege and the basis asserted for such claim.

M. In lieu of identifying documents, you may supply the documents, or true and correct copies thereof, with your answers to these interrogatories. The documents should be segregated or otherwise identified to reflect the number of the interrogatory or interrogatories to which the document is responsive.

N. With respect to each interrogatory, in addition to supplying the information asked for and identifying the specific documents referred to, identifies all documents which were referred to in preparing your answer thereof.

O. Unless the context otherwise requires, words in the singular include the plural and words in the plural include the singular; words of the neuter include the feminine and the masculine.

### INTERROGATORIES

1. State your full and complete name, address, telephone number, birthdate and social security number.
2. Set forth your driver's license number and expiration date.
3. Do you know the location of the equipment that you financed through Snap-on Credit, LLC?
  - a. If yes, state the address of the location the collateral is being held:
4. State the full name and address of your employer.
  - a. Set forth your weekly salary (gross and net):
  - b. If not presently employed, the name and address of last employer:
5. List the names, addresses and account numbers of all bank accounts on which your name appears.
6. Do you receive money from alimony, loan payments, rental income, pensions, bank interest and/or stock dividends? If so, list the amount and frequency of such payments and the names and addresses of the sources of such payments.

7. Do you receive Social Security benefits?
8. Do you own the property where you reside? If yes, set forth the following:
- a. Name of the owner or owners
  - b. Date property was purchased
  - c. Purchase price
  - d. Name and address of mortgage holder
  - e. Balance due on mortgage
9. Do you own any other real estate? If yes, set forth the following:
- a. Address of property
  - b. Date property was purchased
  - c. Purchase price
  - d. Name and addresses of all owners
  - e. Name and address of mortgage holder
  - f. Balance due on mortgage
  - g. Name and addresses of all tenants and monthly rental paid by each tenant



10. Does the present value of your personal property which includes automobiles, furniture, appliances, stocks, bonds, and cash on hand, exceed \$1,000? If the answer is "yes," itemize all personal property owned by you. If financed, set forth the name and address to whom payments are made.
11. Do you own a motor vehicle? If the answer is "yes", set forth the make, model, year, VIN # and license plate number for each vehicle owned. If there is lien on the vehicle, state the name and address of the lienholder and the amount due to the lienholder.
12. Do you own a business? If the answer is "yes", set forth the name and address of each business, the names and addresses of all stockholders, partners, officers and/or members and the amount of income you have received from each business in the past twelve (12) months.
13. Set forth all other judgments that you are aware of that have been entered against you, stating the creditor's name, the creditor's attorney, the amount due, the name of the court in which the judgment was entered and the index number.

VERIFICATION

I, Russ Peterson, verify that the facts set forth in the above answers to Interrogatories are true and correct to the best of my knowledge, information and belief. I understand that false statements made herein are subject to the penalties of 18 PA.C.S. Subsection 4904, relating to unsworn falsification to authorities.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Russ Peterson, individually and d/b/a  
Peterson Auto Body

CA

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

SNAP-ON CREDIT LLC,  
Plaintiff

vs.

RUSSELL PETERSON  
Defendant

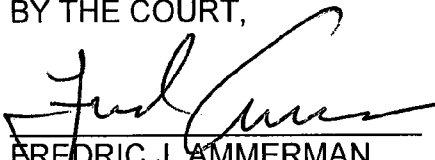
\* NO. 08-1010-CD  
\*  
\*  
\*  
\*

ORDER

AND NOW, this 20<sup>th</sup> day of August, 2010, upon the Court's consideration of the Plaintiff's Petition Pursuant to Pa.R.C.P 4019 and Pa.R.C.P 3118 for Order Holding Russell Peterson in Contempt of Court for Failure to Respond to Interrogatories, contrary to Order of this Court; it is therefore the ORDER of this Court that a hearing to show cause why the Defendant Russell Peterson shall not be held in contempt is scheduled for the 21<sup>st</sup> day of September, 2010 at 9:30 a.m. in Court Room No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

Defendant Russell Peterson **must be present** for said hearing, failure to appear will result in a Bench Warrant being issued for his immediate arrest.

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

FILED  
0194930  
AUG 24 2010

William A. Shaw  
Prothonotary/Clerk of Courts

2 CC Atty Gasemore

1 CC Def. - 901 Dorey St.

Clearfield, PA 16830

FILED

AUG 24 2010

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 8/24/10

   You are responsible for serving all appropriate parties.

   X The Prothonotary's office has provided service to the following parties:

   Plaintiff(s)    X Plaintiff(s) Attorney    Other

   X Defendant(s)    Defendant(s) Attorney

   Special Instructions:

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

FILED

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SEP 24 2010

William A. Shaw  
Prothonotary/Clerk of Courts

SNAP-ON CREDIT LLC

:

-VS-

:

No. 08-1010-CD

RUSSELL PETERSON

:

2CC Atty Garemore

1CC Def.-

901 Dorey St.  
Clearfield, PA

16830

ORDER

AND NOW, this 21st day of September, 2010,  
following argument on the Plaintiff's Petition for Contempt,  
with the Defendant having appeared pro se and having admitted  
that he failed to answer the Interrogatories contrary to the  
Court's prior Order, it is the ORDER of this Court as  
follows:

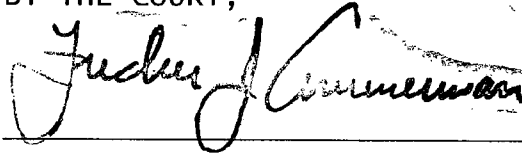
1. The Defendant shall meet with representatives  
of Snap-on Credit at his shop in Ramey on Monday, October 4,  
2010, at 11:00 a.m. in order that Plaintiff's representatives  
may obtain the tools in question;

2. The Defendant shall mail answers to the  
Interrogatories to Plaintiff's attorney, Joseph M. Garemore,  
Esquire, by no later than Friday, September 24, 2010;

3. The Court hereby finds the Defendant to be in  
contempt for failing to complete the interrogatories. The

Defendant shall pay attorney's fees in the amount of Two  
Hundred (\$200.00) Dollars.

BY THE COURT,

A handwritten signature in cursive script, appearing to read "Justice J. Cunningham", is written over a horizontal line.

President Judge

FILED

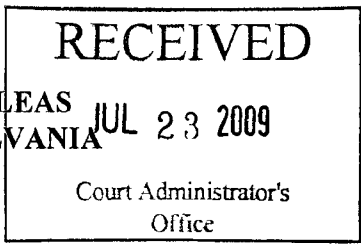
SEP 24 2010

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 9/24/10

☐ You are responsible for serving all appropriate parties.  
☒ The Prothonotary's office has provided service to the following parties:  
☐ Plaintiff(s) ☒ Plaintiff(s) Attorney ☐ Other  
☒ Defendant(s) ☐ Defendant(s) Attorney  
☐ Special Instructions:

8/11 3:30 PM



IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

SNAP-ON CREDIT LLC	:	
	:	
Plaintiff	:	
	:	
vs.	:	Civil Action No. 2008-1010-CD
	:	
RUSSELL PETERSON	:	
	:	
Defendant	:	

**BRIEF IN SUPPORT OF MOTION TO AUTHORIZE SHERIFF TO DISABLE  
LOCKS AND/OR BREAK DOWN DOORS PURSUANT TO Pa.R.C.P. 3118(a)(6)**

Plaintiff, Snap-on Credit LLC ("Snap-on Credit") hereby submits this Brief in support of its motion to authorize the Sheriff to disable locks and/or break down doors in aide of its execution efforts.

**I. HISTORY OF THE CASE**

On June 2, 2008, Snap-on Credit filed a Complaint seeking replevin of certain collateral (the "Collateral") held by defendant, Russell Peterson ("Peterson"). Peterson failed to answer, and on September 2, 2008, the Prothonotary entered judgment in Snap-on Credit's favor for money damages and for possession of the Collateral. On October 17, 2008, Snap-on Credit secured a writ of possession and directed the Clearfield County Sheriff to seize the Collateral. However, after numerous efforts spanning three (3) months, the Sheriff was unable to secure the collateral, because Peterson evaded service of the writ.

The Sheriff has advised Snap-on Credit that the Collateral is believed to be stored in a locked garage located at 901 Dorey Street, Clearfield, Pennsylvania. See Exhibit C to the Motion filed contemporaneously herewith.



## II. QUESTION INVOLVED

Can this Court enter an Order authorizing the Sheriff to disable locks and/or break down doors in order to gain access to the Collateral?

## III. LEGAL ARGUMENT

Pennsylvania Rule of Civil Procedure 3118(a), entitled “Supplementary Relief in Aid of Execution,” provides in pertinent part as follows:

- (a) on petition of the plaintiff, after notice and hearing, the court in which a judgment has been entered may, before or after the issuance of a writ of execution, enter an order against any party or person  
...
- (6) granting such other relief as may be deemed necessary and appropriate.

This catch-all provision of the above Rule gives the Court authority to authorize the Sheriff to take steps in aid of execution where the defendant obstructs or hinders the Sheriff’s exercise of his powers.

In Kinder-Travel, Inc. v. Estill, 834 A.2d 1175 (Pa. Super 2003), the Superior Court described a situation in which the appellant had directed the Sheriff to levy on defendant’s personal property, but on two occasions was denied access. Thereafter, “the Sheriff advised Appellant of the need for a break and enter order because the debtors refused to acquiesce.” Kinder-Travel, Inc., 834 A.2d at 1178.

In Paul’s Plumbing & Heating Supply Co., Inc. v. Hill, 24 Pa. D.&C. 3d 541 (Mont. Cty. 1982), plaintiff sued the Montgomery County Sheriff based on his failure to successfully complete a levy. The Sheriff had attempted to levy on the possessions of the

defendant in the underlying litigation but that defendant refused entry. Plaintiff thereafter obtained a court order directing the Sheriff to break and enter, if necessary, to complete the levy. However, the sheriff refused to utilize the authority granted in the break and enter order. Paul's Plumbing, 24 Pa. D.&C. 3d at \*1.

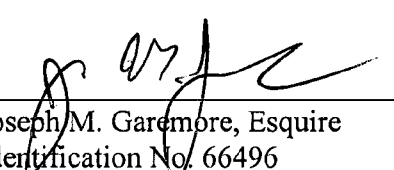
In both of the cases cited above, Pennsylvania courts (including the Superior Court in Kinder-Travel) had an opportunity to address to propriety of break and enter orders, but declined to criticize the entry of such orders and in fact cited the procedure without comment. To the contrary, the courts in those cases apparently approved of the practice, which is authorized by Pa. R.C.P. 3118(a)(6).

### CONCLUSION

For the foregoing reasons, Plaintiff, Snap-on Credit LLC respectfully requests that an Order be entered authorizing the Clearfield County Sheriff to disable the locks and/or break and enter 901 Dorey Street, Clearfield, Pennsylvania for the purpose of seizing Snap-on Credit's Collateral.

Respectfully submitted,

**Brown & Connery LLP**  
Attorneys for Plaintiff,



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Joseph M. Garemore, Esquire  
Identification No. 66496  
360 Haddon Avenue  
Westmont, NJ 08108  
Phone: (856) 854-8900

Dated: July 21, 2009