

08-2050-CD
Daimlerchrysler Fin. Vs Ernest Dixon

5 **FILED** Atty Paid 95.00
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OCT 24 2008 NO CC
William A. Shaw
Prothonotary/Clerk of Courts
1 COMPL. SHFF

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

DAIMLERCHRYSLER FINANCIAL

Plaintiff

No. 2008-2050-CD

vs.

COMPLAINT IN CIVIL ACTION

ERNEST F DIXON SR

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#7030575

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

DAIMLERCHRYSLER FINANCIAL

Plaintiff

vs.

Civil Action No.

ERNEST F DIXON SR

Defendant

COMPLAINT IN CIVIL ACTION AND NOTICE TO DEFEND

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
SECOND & MARKET STREETS
CLEARFIELD, PA 16830
(814) 765-2641, ext. 50-51

COMPLAINT

1. Plaintiff is a corporation having offices in 6 CAMPUS CIR., BLDG 6 WESTLAKE, TX 76262-0000.
2. Defendant is an adult individual residing at 3638 CASANOVA ROAD MUNSON, PA 16860 .
3. On or about DECEMBER 6 2005, Defendant duly executed a DAIMLERCHRYSLER SERVICES NORTH AMERICA LLC DEALER AGREEMENT - DIRECT LOANS (hereinafter the "Contract") in favor of SELECT TRUCKS OF PITTSBURGH LLC, a true and correct copy of said Contract is attached hereto, marked as Exhibit "1" and made a part hereof.
4. Pursuant to said Contract, Defendant took possession of the vehicle more particularly identified in the Contract as a FONTAINE INFINITY.
5. Pursuant to the terms and conditions provided by the Contract, the Contract was assigned from SELECT TRUCKS OF PITTSBURGH LLC to Plaintiff.
6. Plaintiff avers that Defendant is in default of the Contract by having not made payment to Plaintiff as promised, thereby rendering the entire balance immediately due and payable.
7. Plaintiff avers that a balance of \$7,918.88 is due from Defendant as of SEPTEMBER 15 2008.

8. Plaintiff avers that the Contract between the parties provides that Plaintiff is entitled to interest at the rate of 16.5% per annum.

9. Plaintiff avers that the Contract between the parties provides that Defendant will pay Plaintiff's reasonable attorneys' fees.

10. Plaintiff avers that such attorneys' fees amount to \$1000.00.

11. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the principal balance, attorneys' fees, interest, or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands judgment against Defendant, ERNEST F DIXON SR, individually, in the amount of \$7,918.88 with continuing interest thereon at the Contract rate of 16.5% per annum from SEPTEMBER 15 2008, plus attorneys' fees of \$1000.00 and costs.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.

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



William T. Molczan, Esquire

PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

**DaimlerChrysler Services
Truck Finance**

**DaimlerChrysler Services North America LLC
Dealer Agreement – Direct Loans**

LOAN AGREEMENT DATE: 12/06/2005
BORROWER

<u>ERNEST F DIXON SR.</u> (Print Full Name)		<u>MUNSON</u> (City)	<u>CENTER</u> (County)	<u>PA</u> (State)	<u>16860</u> (Zip)
3638 CASSONVA ROAD (Street No.)					

Description of Equipment: If more than 3 units are being financed, please see the attached Property Schedule Addendum.

New/ Used	Make	Model	Serial Number	Body Type	Model Year	Cash Sale Price	Titling Source
U	FONTAINE	INFINITY	13N148307W1581840	TRAILER	1998	\$15,000.00	DEALER

In consideration of and for DaimlerChrysler Services North America LLC ("DCS") making a direct loan (the "Loan") to the Borrower named above to purchase the described equipment, the undersigned Dealer agrees as follows:

1. Incorporation of Certain Provisions of Dealer's Equipment Retail Finance Agreement by Reference. The following provisions of Dealer's existing Equipment Retail Finance Agreement (the "ERFA") with DCS (appropriately modified as the context may require to reflect that that DCS has made a direct Loan to the Borrower evidenced under a Direct Purchase Money Loan and Security Agreement (the "Loan Agreement"), as compared to the Borrower purchasing the Equipment from Dealer on a credit sales basis, with the Borrower's retail installment contract ("Contract") then being assigned to DCS) are hereby incorporated under this Agreement by reference: (A) Section 3 of the ERFA under which Dealer agrees to provide certain original documents to DCS within fourteen (14) days following execution of the Borrower's Loan Agreement; (B) Section 4 of the ERFA under which Dealer makes certain representations and warranties to DCS in connection with the Borrower's Loan and Dealer's sale of the Equipment, as well as Dealer's obligations to purchase the Borrower's Loan from DCS should any of Dealer's representations and warranties prove to be untrue or incorrect; (C) Dealer's obligations under Sections 9 and 13 of the ERFA; and (D) Dealer's indemnity obligations in favor of DCS under Sections 4, 13, and 14 of the ERFA. Notwithstanding any terms to the contrary in the ERFA, Dealer is not liable for DCS' acts or omissions based on DCS' failure to abide by any applicable laws or regulations that pertain to the extension of direct loans or indirect credit sales, but only to the extent that such laws or regulations apply to DCS.

2. Dealer's Guaranty Obligations. In addition to Dealer's purchase and indemnity obligations in favor of DCS, Dealer unconditionally agrees to guarantee the prompt and punctual payment and satisfaction of the Borrower's Loan, in principal, interest, fees, costs, and expenses (including DCS's reasonable collection attorney's fees), subject to the following provisions (check as applicable):

- No Guaranty.**
- Full Guaranty** of the net payoff balance (after rebate of finance charges, if any) then due and owing under the Borrower's Loan, without limitation.
- Fixed Percentage Guaranty** of _____ % of the net payoff balance (after rebate of finance charges, if any) then due and owing under the Borrower's Loan at the time of and following default.
- Limited Dollar Amount Guaranty** of the net payoff balance (after rebate of finance charges, if any) then due and owing under the Borrower's Loan at the time of and following default, limited to a maximum amount of \$ _____.
- FASTRuck Equipment.** If DCS finances the Equipment under the "Drive Your Business" or "Used Cabover" program, or any successor of FASTRuck program ("FASTRuck Program"), Dealer represents that the Equipment qualifies as a Freightliner Market Development Corporation ("FMDC") tractor under the FASTRuck Program. In the event that the Equipment fails to so qualify (as determined by FMDC), Dealer unconditionally agrees to guarantee payment of the net payoff balance (after rebate of finance charges, if any) then due and payable under the Borrower's Loan, whether or not the Borrower is then in default, and whether or not DCS undertakes to exercise its default rights and remedies against the Equipment.

Dealer unconditionally and irrevocably agrees to pay the foregoing guaranteed amounts to DCS immediately on demand, without defense. Dealer's obligations in favor of DCS shall be that of a co-primary obligor under the Borrower's Loan, and not that of a surety.

3. Dealer's Refund Obligations. In the event that the Borrower prepays the Loan in full prior to maturity, or if DCS accelerates payment of the Loan as a result of the Borrower's default, Dealer agrees to refund and to pay to DCS, immediately on demand, the then unearned amount of any credit life, credit disability and property insurance premiums financed under the Borrower's Loan Agreement that are required by law or by agreement to be rebated or refunded by Dealer to DCS. Dealer agrees that DCS may set-off Dealer's refund obligations against any reserve account or accounts that Dealer may maintain with DCS, and/or against any credits or amounts that DCS may owe to Dealer either as a result of the funding of a separate loan to another borrower, or for any other reason.

4. **Titling Sources.** If the Titling Source referenced above is "Viastar," Dealer agrees to provide DCS with a copy of the Viastar Title Order with the FedEx tracking number and a copy of the MSO or previous title. If the Titling Source is other than "Viastar," Dealer agrees to provide DCS with a copy of the completed title application, copy of the vehicle MSO or previous title, and proof of tax exemption or payment of sales taxes (if not funded under the Loan Agreement). DCS's failure to receive such title documentation shall not alleviate Dealer's titling responsibilities in favor of DCS.

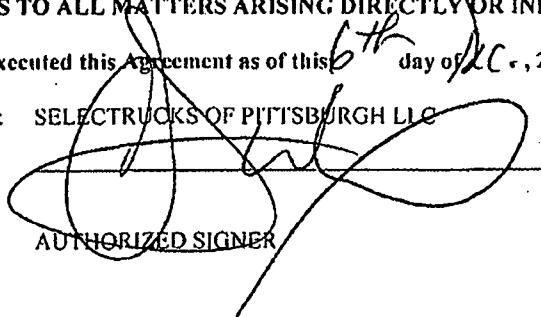
5. **Dealer is Not DCS's Agent.** Neither this Agreement, nor any action taken by Dealer with respect to the Borrower's Loan and Loan Agreement, shall be deemed to create an principal-agency relationship between Dealer and DCS, or to authorize Dealer, or Dealer's employees, to act as DCS's representative.

6. **Miscellaneous.** This Agreement is subject to the substantive laws of the State of Illinois for all purposes irrespective of the conflict of laws principles of that state. This Agreement is binding upon the parties hereto and their respective successors and assigns. Should any provision of this Agreement be deemed to be unenforceable, that provision shall be deemed as stricken, with all other provisions of this Agreement remaining in full force and effect. Dealer agrees to pay DCS's reasonable attorney's fees incurred in enforcing DCS's rights against Dealer under this Agreement. **BOTH DEALER AND DCS WAIVE THE RIGHT TO A TRIAL BY JURY AS TO ALL MATTERS ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT.**

Dealer has executed this Agreement as of this 6th day of Dec, 2005.

Dealer Name: SELECTTRUCKS OF PITTSBURGH LLC

By _____

(signature): 

Title: AUTHORIZED SIGNER

DaimlerChrysler Services
Truck Finance

DaimlerChrysler Services North America LLC
Direct Purchase Money Loan and Security Agreement

DATE: 12/06/2005
QUOTE NO. 173919

100-0139186-000 037418-0004

BORROWER: ERNEST F DIXON SR.
(Print Full Name)
3638 CASSONVA ROAD MUNSON CENTIER PA 16860
(Street No.) (City) (County) (State) (Zip)

CO-BORROWER: (Print Full Name)

DEALER: (Street No.) (City) (County) (State) (Zip)
SELECTTRUCKS OF PITTSBURGH LLC
(Print Full Name)
24 FYDA DRIVE CANONSBURG PA 15317
(Street No.) (City) (County) (State) (Zip)

LENDER: DaimlerChrysler Services North America LLC, 1011 Warrenville Road, Lisle, Illinois 60532.

I (meaning individually, collectively, and interchangeably, all Borrowers named above, jointly and severally) have entered into a direct loan with Lender to finance the purchase of the following described Equipment. I acknowledge to have accepted delivery of the Equipment in good order without reservation of rights and without implied warranty as to condition, merchantability, and suitability for any purpose. I further acknowledge and certify that I have entered into this loan with Lender, and I intend to use the purchased Equipment, primarily for business or commercial purposes, and not for personal, family, household or agricultural purposes.

DESCRIPTION OF EQUIPMENT:

New/ Used	Make	Model	Serial Number	Body Type	Model Year	Cash Sale Price
U	FONTAINE	INFINITY	13N148307W1581840	TRAILER	1998	\$15,000.00

TRADE-IN & DOWNPAYMENT

Make	Model	Serial Number	Body Type	Model Year	Allowance
List Payoff to:			Payoff Amount		\$0.00
			Net Trade-in Allowance		\$0.00
			Cash Downpayment		\$1,000.00
			TOTAL DOWNPAYMENT		\$1,000.00

TOTAL OF PAYMENTS CALCULATION

1. Total Cash Sale Price	\$15,000.00
2. Less Total Downpayment	\$1,000.00
3. Unpaid Balance of Cash Price (1-2)	\$14,000.00

ITEMIZED CHARGES

A. Physical Damage Insurance	\$0.00
B. Credit Life/Disability Insurance	\$0.00
C. Non-Trucking Liability Insurance	\$0.00
D. Guaranteed Auto Protection Insurance	\$0.00
E. Insurance Tax (if applicable)	\$0.00
F. Registration/License/Title Fees	\$0.00
G. Federal Excise Tax	\$0.00
H. Sales Tax	\$0.00
I. Documentation Fee	\$0.00
J. Origination Fee	\$0.00
K. Other ()	\$0.00
L. Other ()	\$0.00
M. Other ()	\$0.00
N. Business Service Fee ():	\$0.00
4. Total Itemized Charges (Sum of A through N)	\$0.00
5. Amount Financed (3+4)	\$14,000.00
6. Finance Charge	\$2,531.92
7. Total of Payments (5+6)	\$16,531.92



Terms and Conditions

QUOTE NO. 173919

1. **Promise to Pay:** I promise to pay to the order of Lender the Total of Payments indicated above, which includes principal (Amount Financed) and precomputed interest (Finance Charge).
2. **Payment Schedule:** My loan is payable in 24 installment payments of \$688.83 each, commencing on 01/06/2006 and the 6th day of each successive month thereafter, except as follows: N/A.
3. **Late Payment:** If I fail to make any payment within ten (10) days of the due date, I agree to pay Lender a late payment fee in an amount equal to 5% of the delinquent payment, or such lesser amount as may be limited by law.
4. **Returned Check Charges:** If I make any payment by check, and my check is returned unpaid for any reason, I agree to pay Lender a returned check charge in the amount of \$35.00, or such lesser amount as may be limited by law.
5. **Prepayment:** I may prepay my Indebtedness under this Agreement, less any required rebate of unearned interest, in full at any time. The rebate will be based upon either simple interest or the Rule of 78's, whichever is more favorable to me.
6. **Grant of Security Interest:** In order to secure the prompt and punctual payment and satisfaction of my Indebtedness (as defined herein), I am granting Lender a security interest in the Equipment, and in all accessions, replacements and additions to the Equipment, and in all leases of the Equipment, and in all lease payments, rentals, and rights thereto, and in all proceeds derived from the Equipment, including insurance proceeds and refunds of insurance premiums. I also agree that collateral securing other loans, credit sales and leases that I may have with Lender, whether now or in the future, additionally will secure my Indebtedness under this Agreement. The Equipment, all leases of the Equipment, all lease payments, rentals, and rights thereto, proceeds, and my additional collateral securing other loans, credit sales, and leases with Lender, are individually, collectively and interchangeably referred to under this Agreement as my "Collateral." For purposes of this Agreement, the term "Indebtedness" means: (1) my indebtedness under my loan and under this Agreement for payment of principal, interest, late charges and returned check fees; (2) my indebtedness under any other loans or obligations that I may now and in the future owe to Lender; (3) all additional funds that Lender may advance on my behalf as provided in this Agreement; and (4) Lender's costs and expenses incurred in enforcing Lender's rights under this Agreement, and in protecting and preserving the Collateral, including reimbursement of Lender's reasonable attorney's fees, court costs, and collection expenses. I authorize Lender to perfect its security interest in the Collateral by filing a copy of this Agreement, or a UCC financing statement, and/or title documentation with the proper filing or title office. I agree to reimburse Lender for all filing costs and perfection expenses, as well as for all costs of amending, continuing and terminating such filings.
7. **Covenants:** I agree: (1) not to sell, lease, transfer or assign the Collateral without Lender's prior written consent; (2) not to allow any other security interest or lien to be placed on or to attach to the Collateral; (3) not to make any material changes or alterations to the Equipment without Lender's prior written consent (including replacements, additions, accessories or substitutions); (4) not to remove the Equipment from the state in which I reside or have my principal offices, other than in the ordinary course of business, for a period in excess of sixty (60) consecutive days, without first obtaining Lender's prior written consent; (5) not to retitle the Equipment in another state without first notifying Lender; and (6) if I am a business entity, not to change my name or form or state of organization without first notifying Lender at least thirty (30) days in advance of such change. I further agree: (a) that anything that may be attached to the Equipment will become an accession to the Equipment, and will become part of the Collateral; (b) to make all necessary repairs to, and not to abandon the Equipment; (c) to abide by all laws and rules and regulations with respect to the use and operation of the Equipment, and to obtain all necessary permits and licenses in those jurisdictions where required; (d) to pay all taxes and assessments levied against the Equipment and to furnish Lender with proof of such payments; and (e) to permit Lender to inspect the Equipment at reasonable times.
8. **Insurance:** So long as my Indebtedness remains unpaid and unsatisfied, I agree to maintain insurance on the Equipment, at my expense, and with such coverages and deductible limits as may be required by Lender, and with such financially responsible insurance companies as may be acceptable to Lender. Such insurance shall include: (a) collision coverage; and (b) either (1) comprehensive coverage, or (2) fire, theft and combined additional coverages, on the Equipment, with a deductible not to exceed \$1,000, insuring against loss up to the value of the Equipment at the time of loss. I agree to name Lender as a non-contributory lender loss payee beneficiary and as an additional insured under my insurance policy, which will require at least twenty (20) days advance written notice to Lender before such insurance may lapse, or be reduced or canceled or terminated for any reason. I agree to provide Lender with a copy of my insurance policy along with evidence that I have paid the policy premiums and all renewal premiums. I assign to Lender all proceeds from insurance policies covering the Equipment, including, but not limited to, refunds of unearned premiums of any credit life, credit disability, property or other insurance financed by Lender under this Agreement, and direct the insurance companies to pay such amounts directly to Lender. Lender may apply any such insurance proceeds and returned premiums received to the unpaid balance of my then Indebtedness. I instruct my insurance company to make such payments directly to Lender. I also grant Lender an irrevocable power of attorney, coupled with an interest, to endorse any draft or check received as proceeds of insurance, and if I am then in default, to negotiate and settle any claims I may have with respect to the Equipment. Should I fail to purchase and maintain insurance on the Equipment, or should I fail to do whatever else is required of me under this Agreement, then Lender shall have the right (at Lender's sole option, and without any responsibility or liability to do so) to purchase insurance of such type and coverages, and in such amounts as Lender deems acceptable, and to do such other acts as Lender may deem, within its sole discretion, to be necessary and proper. I agree to immediately reimburse Lender for all additional sums that Lender may advance for such purposes, together with interest thereon at the rate of 18% per annum, or such lesser rate as may be limited by law, from the date of each advance until I repay Lender in full. I authorize Lender to release to third parties any information necessary to facilitate insurance and tax monitoring and insurance placement.

9. Default and Acceleration: Lender has the right at its sole option to insist on immediate payment in full of all Indebtedness that I may owe to Lender, less any required rebates of unearned interest, upon the occurrence of any one or more of the following events: (1) if I fail to make any payment under this Agreement when due; or (2) if I am in default under any other provision of this Agreement; or (3) if I am in default under any other loan, extension of credit, or obligation that I may then owe to Lender; or (4) if I should become insolvent, or apply for bankruptcy or other relief from creditors; or (5) if any of the Equipment is seized under process of law; or (6) if any guaranty of my obligations under this Agreement is withdrawn or becomes unenforceable for any reason; or (7) if Lender reasonably believes itself to be insecure in the repayment of this Agreement. After default and acceleration, I agree to continue to pay Lender interest on the then unpaid balance of my Indebtedness at the rate of eighteen (18%) percent per annum, or such lesser rate as may be limited by law.

10. Default Remedies: Should I default under this Agreement, and Lender elects to accelerate payment of my Indebtedness, Lender may exercise all of the rights and remedies available to secured creditors generally under the Uniform Commercial Code in effect in the state where the Collateral is then located. I agree to turn over and deliver the Collateral to Lender at my expense, at the time and at the location Lender may demand of me. Alternatively, Lender may enter any premises or other place where the Collateral may be located, and take possession of the Collateral, and all other property then located on or in the Collateral, provided that Lender is able to do so without breach of the peace. Lender may then sell the Collateral without warranty at public or private sale, and apply the sale proceeds to the satisfaction of my Indebtedness. Lender has no obligation to clean-up, repair, or prepare the Collateral for sale. Any requirement that Lender notify me of the sale or other disposition of the Collateral will be satisfied if Lender sends me a written communication at least ten (10) days in advance of the date on which a public sale is scheduled, or within ten (10) days in advance of the time after which a private sale or other disposition may take place.

11. Waivers: I and all Guarantors each waive presentment, notice, and demand for payment, and agree that our liability under this Agreement shall be joint and several with each other. We further agree that discharge or release of any party, or Collateral, or any extension of time for payment, or any delay in enforcing Lender's rights, will not cause Lender to lose any of its rights. I expressly waive any right to a jury trial in any dispute regarding or arising out of this Agreement, the sale of the Equipment, or my relationship with Lender or Dealer.

12. Collection Attorney's Fees and Expenses: If Lender has to sue me, or if Lender refers my loan to an attorney for collection, I agree to pay Lender reasonable attorney's fees. I further agree to reimburse Lender for its court costs and collection expenses incurred in enforcing Lender's rights under this Agreement.

13. Savings Clause: It is Lender's intent to fully comply with all laws and regulations limiting imposition and collection of interest and other fees and charges in connection with my loan. Should I be called upon, or should I ever pay interest or other fees and charges to Lender in excess of the amount(s) and rate(s) permitted, I agree that Lender may cure such violation by crediting any excess amount that I have paid against my then outstanding Indebtedness under this Agreement.

14. No Agency Relationship; No Right to Assert Claims and Defenses: I fully understand and unconditionally agree that neither Dealer, the Equipment manufacturer and distributor, nor their employees, are Lender's partners, agents, or representatives, and have no right to commit, bind or obligate Lender in any way. My obligations to Lender under this Agreement are absolute and unconditional, and I have no right to assert against Lender any claims or defenses that I may have against the Dealer, the Equipment manufacturer, distributor, or their employees.

15. Representations and Warranties: I represent and warrant to Lender that: (1) my correct legal name and state of residence or organization are listed on page 1 of this Agreement, and I am properly authorized, licensed and in good standing to conduct business in each applicable jurisdiction; (2) none of the preprinted provisions of this Agreement have been altered, modified, or stricken by me or by anyone else; (3) I or my authorized representative properly executed this Agreement in my name and my signature on this Agreement, or that of my authorized representative, is genuine; (4) the amount of the cash downpayment reflected in this Agreement was paid by me to the Dealer in cash prior to the time this Agreement was signed; (5) any trade-in allowance, rebate or incentive payment reflected in this Agreement is bona fide and was applied to the Cash Sale Price of the Equipment; and (6) I have and intend to license, title, and register the Equipment in the proper state or jurisdiction.

16. Governing Law: I agree that this Agreement shall become effective only when it is received and accepted by Lender in the State of Illinois. I further agree that this Agreement and my credit financing of the Equipment shall be governed and construed under the laws of the State of Illinois irrespective of the conflict of laws principles of that state.

17. Miscellaneous: In this Agreement, the words "I", "me", "my", "we" and "our" individually, collectively and interchangeably mean each person or entity signing this Agreement as a Borrower, Co-Borrower or Guarantor, their successors and assigns, and all other persons that may be or become obligated under this Agreement. "Lender" means DaimlerChrysler Services North America LLC, and its successors, transferees and assigns. All schedules executed in connection with this Agreement are part of this Agreement. This Agreement and any such schedules constitute the entire agreement between the parties. No modification or amendment of this Agreement shall be effective unless in writing signed by all parties. All provisions of this Agreement that are prohibited by applicable law shall be ineffective solely to the extent of such prohibition without invalidating the other provisions of this Agreement. Any waiver of Lender's rights and remedies under this Agreement shall be effective only if specifically agreed by Lender in writing.

I (we) acknowledge receipt of a completed copy of the Agreement, and agree to its terms.

**DaimlerChrysler Services
Truck Finance**

**DaimlerChrysler Services North America LLC
Direct Purchase Money Loan and Security Agreement**

Borrower : ERNEST F DIXON SR.

Co-Borrower: _____

By (signature): Ernest F. Dixon SR.

By (signature): _____

Title: Individual

Title: _____

QUOTE NO. 173919

GUARANTY

I (we) hereby, jointly, severally and unconditionally guaranteed payment of all Indebtedness under this Agreement, and all extensions, substitutions and refinancings thereof, and agree to the Agreement's terms and conditions. I (we) waive any rights that I (we) may have to require DCS to first exhaust its remedies against the Buyer(s), the Collateral, or any other guarantor, before collecting under this Guaranty.

Guarantor Name: _____

Guarantor Name: _____

Guarantor (signature): _____

Guarantor (signature): _____

REQUIRED PROPERTY INSURANCE:

Fire and theft and collision insurance are required until the Agreement is paid in full. I understand that I have the right to choose the agent or broker and the company through whom physical damage insurance required under this Agreement is to be obtained.

Acknowledging the foregoing, I request and authorize Dealer to attempt to obtain those insurance coverages checked below, and for which an annual premium amount is shown, for 0 months from the date hereof and through (name of insurance company): .

Collision and one of the following: _____ Deductible
 Comprehensive, or _____ Deductible
 Fire, Theft and CAC _____ Deductible

Annual Premium:\$0.00

Total Premium:

Extent of Coverage: Minimum of Actual Cash Value. Unless otherwise stated in the policy, proceeds must be payable to Borrower and Lender as their interests may appear.

UNLESS OTHERWISE SPECIFIED HEREIN, THE INSURANCE AFFORDED UNDER THIS AGREEMENT DOES NOT COVER LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY OF OTHERS. NO PUBLIC LIABILITY INSURANCE IS ISSUED WITH THIS TRANSACTION.

Disclosures Required Under Illinois Law:

Unless you provide us with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

VOLUNTARY CREDIT LIFE AND DISABILITY INSURANCE:

Credit life and disability insurance are not required by Lender. However, such insurance may be purchased through Dealer on a voluntary/elective basis for the following costs:

Credit Life Insurance: I desire credit life insurance.

Credit Disability Insurance: I desire credit disability insurance.

Person Proposed for Credit Life/Credit Disability Insurance:

Date:

(Signature of Person to be Insured)

BUSINESS PURPOSE STATEMENT

(Required for individual purchasers in Michigan and for all purchasers in Pennsylvania)

COUNTY OF CENTER

STATE/COMMONWEALTH OF PENNSYLVANIA

Borrower certifies under oath and penalty of perjury that Borrower is an individual or proprietorship a corporation a partnership a limited partnership a limited liability company other _____, organized under the laws of the State/Commonwealth of PENNSYLVANIA.

Borrower further certifies that the proceeds of the Borrower's loan obtained from Lender will be used solely to finance the purchase of the described Equipment, and to finance the additional fees and charges provided under this Agreement, and for no other purpose, and that Borrower intends to use the purchased Equipment primarily for business and commercial purposes, and not for personal, family, household or agricultural purposes.

This sworn statement is provided to Lender pursuant to Section 438.61 of the Michigan Compiled Laws Annotated, and Section 10-7.2 of the Pennsylvania Code, as applicable.

Borrower: ERNEST F DIXON SR.

DaimlerChrysler Services
Truck Finance

DaimlerChrysler Services North America LLC
Direct Purchase Money Loan and Security Agreement

By (signature): Ernest F. Dakin SR

Title: Individual

ACKNOWLEDGEMENT

(Required for individual purchasers in Michigan and for all purchasers in Pennsylvania)

Sworn and subscribed to before me this 10th day of April, 20 05

Notary Public Debra Lynn Moss Commonwealth of Pennsylvania
County, Washington

My commission Expires: April 16, 2006

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Debra Lynn Moss, Notary Public
Chartiers Twp., Washington County
My Commission Expires Apr. 16, 2006

Member, Pennsylvania Association of Notaries

This Agreement shall be deemed to be received and accepted by DaimlerChrysler Services North America LLC in Lisle, Illinois on the date of funding.

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 P.A.C.S. §4904 relating to unsworn falsifications to authorities, that he/she is Tim Perkins

Loss Recovery Specialist of DaimlerTruck Financial, plaintiff herein, that
(Title) (Company)

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


(Signature)

WWR#7030575

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-2050-CD

DAIMLER CHRYSLER FINANCIAL

vs
ERNEST F. DIXON, SR.

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 11/23/2008

HEARING:

PAGE: 104821

DEFENDANT: ERNEST F. DIXON SR.
ADDRESS: 3638 CASANOVA ROAD
MUNSON, PA 16860

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/PIC

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

ATTEMPTS

VACANT

OCCUPIED

us located in alley between 3631 & 3628 top of hill. lots of tiny dogs

441208 MFL

Centre Co.

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM SERVED THE WITHIN

COMPLAINT ON ERNEST F. DIXON SR., DEFENDANT

BY HANDING TO _____ / _____

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

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT FOR ERNEST F. DIXON SR.

AT (ADDRESS) _____

NOW 11/12/08 AT 2³⁰ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO ERNEST F. DIXON SR.

REASON UNABLE TO LOCATE In Centre County

SWORN TO BEFORE ME THIS

DAY OF 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Deputy Hunter

Deputy Signature

S. Hunter
Print Deputy Name

FILED

0/3:40pm
DEC 10 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

DAIMLERCHRYSLER FINANCIAL

Plaintiff No. 2008 - 2050 - CD

vs. COMPLAINT IN CIVIL ACTION

ERNEST F DIXON SR

Defendant FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#7030575

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

OCT 24 2008

Attest.



William Schaeffer
Prothonotary/
Clerk of Courts

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

DAIMLERCHRYSLER FINANCIAL

Plaintiff

vs.

Civil Action No.

ERNEST F DIXON SR

Defendant

COMPLAINT IN CIVIL ACTION AND NOTICE TO DEFEND

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
SECOND & MARKET STREETS
CLEARFIELD, PA 16830
(814) 765-2641, ext. 50-51

COMPLAINT

1. Plaintiff is a corporation having offices in 6 CAMPUS CIR., BLDG 6 WESTLAKE, TX 76262-0000.
2. Defendant is an adult individual residing at 3638 CASANOVA ROAD MUNSON, PA 16860
3. On or about DECEMBER 6 2005, Defendant duly executed a DAIMLERCHRYSLER SERVICES NORTH AMERICA LLC DEALER AGREEMENT - DIRECT LOANS (hereinafter the "Contract") in favor of SELECT TRUCKS OF PITTSBURGH LLC, a true and correct copy of said Contract is attached hereto, marked as Exhibit "1" and made a part hereof.
4. Pursuant to said Contract, Defendant took possession of the vehicle more particularly identified in the Contract as a FONTAINE INFINITY.
5. Pursuant to the terms and conditions provided by the Contract, the Contract was assigned from SELECT TRUCKS OF PITTSBURGH LLC to Plaintiff.
6. Plaintiff avers that Defendant is in default of the Contract by having not made payment to Plaintiff as promised, thereby rendering the entire balance immediately due and payable.
7. Plaintiff avers that a balance of \$7,918.88 is due from Defendant as of SEPTEMBER 15 2008.

8. Plaintiff avers that the Contract between the parties provides that Plaintiff is entitled to interest at the rate of 16.5% per annum.

9. Plaintiff avers that the Contract between the parties provides that Defendant will pay Plaintiff's reasonable attorneys' fees.

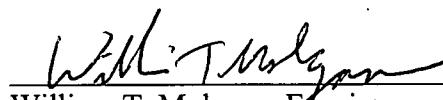
10. Plaintiff avers that such attorneys' fees amount to \$1000.00.

11. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the principal balance, attorneys' fees, interest, or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands judgment against Defendant, ERNEST F DIXON SR, individually, in the amount of \$7,918.88 with continuing interest thereon at the Contract rate of 16.5% per annum from SEPTEMBER 15 2008, plus attorneys' fees of \$1000.00 and costs.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.

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



William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

DaimlerChrysler Services
Truck Finance

DaimlerChrysler Services North America LLC
Dealer Agreement – Direct Loans

LOAN AGREEMENT DATE: 12/06/2005

BORROWER

ERNEST P DIXON SR.

(Print Full Name)

3638 CASSONVA ROAD

(Street No.)

MUNSON

(City)

CENTER

(County)

PA

(State)

16860

(Zip)

Description of Equipment: If more than 3 units are being financed, please see the attached Property Schedule Addendum.

New/ Used	Make	Model	Serial Number	Body Type	Model Year	Cash Sale Price	Titling Source
U	FONTAINE	INFINITY	13N148307W1581840	TRAILER	1998	\$15,000.00	DEALER

In consideration of and for DaimlerChrysler Services North America LLC ("DCS") making a direct loan (the "Loan") to the Borrower named above to purchase the described Equipment, the undersigned Dealer agrees as follows:

1. **Incorporation of Certain Provisions of Dealer's Equipment Retail Finance Agreement by Reference.** The following provisions of Dealer's existing Equipment Retail Finance Agreement (the "ERFA") with DCS (appropriately modified as the context may require to reflect that that DCS has made a direct Loan to the Borrower evidenced under a Direct Purchase Money Loan and Security Agreement (the "Loan Agreement"), as compared to the Borrower purchasing the Equipment from Dealer on a credit sales basis, with the Borrower's retail installment contract ("Contract") then being assigned to DCS) are hereby incorporated under this Agreement by reference: (A) Section 3 of the ERFA under which Dealer agrees to provide certain original documents to DCS within fourteen (14) days following execution of the Borrower's Loan Agreement; (B) Section 4 of the ERFA under which Dealer makes certain representations and warranties to DCS in connection with the Borrower's Loan and Dealer's sale of the Equipment, as well as Dealer's obligations to purchase the Borrower's Loan from DCS should any of Dealer's representations and warranties prove to be untrue or incorrect; (C) Dealer's obligations under Sections 9 and 13 of the ERFA; and (D) Dealer's indemnity obligations in favor of DCS under Sections 4, 13, and 14 of the ERFA. Notwithstanding any terms to the contrary in the ERFA, Dealer is not liable for DCS' acts or omissions based on DCS' failure to abide by any applicable laws or regulations that pertain to the extension of direct loans or indirect credit sales, but only to the extent that such laws or regulations apply to DCS.

2. **Dealer's Guaranty Obligations.** In addition to Dealer's purchase and indemnity obligations in favor of DCS, Dealer unconditionally agrees to guarantee the prompt and punctual payment and satisfaction of the Borrower's Loan, in principal, interest, fees, costs, and expenses (including DCS's reasonable collection attorney's fees), subject to the following provisions (check as applicable):

- No Guaranty.**
- Felt Guaranty of the net payoff balance (after rebate of finance charges, if any) then due and owing under the Borrower's Loan, without limitation.**
- Fixed Percentage Guaranty of _____ % of the net payoff balance (after rebate of finance charges, if any) then due and owing under the Borrower's Loan at the time of and following default.**
- Limited Dollar Amount Guaranty of the net payoff balance (after rebate of finance charges, if any) then due and owing under the Borrower's Loan at the time of and following default, limited to a maximum amount of \$_____.**
- FASTRuck Equipment.** If DCS finances the Equipment under the "Drive Your Business" or "Used Cabover" program, or any successor of FASTRuck program ("FASTRuck Program"), Dealer represents that the Equipment qualifies as a Freightliner Market Development Corporation ("FMDC") tractor under the FASTRuck Program. In the event that the Equipment fails to so qualify (as determined by FMDC), Dealer unconditionally agrees to guarantee payment of the net payoff balance (after rebate of finance charges, if any) then due and payable under the Borrower's Loan, whether or not the Borrower is then in default, and whether or not DCS undertakes to exercise its default rights and remedies against the Equipment.

Dealer unconditionally and irrevocably agrees to pay the foregoing guaranteed amounts to DCS immediately on demand, without defense. Dealer's obligations in favor of DCS shall be that of a co-primary obligor under the Borrower's Loan, and not that of a surety.

3. **Dealer's Refund Obligations.** In the event that the Borrower prepays the Loan in full prior to maturity, or if DCS accelerates payment of the Loan as a result of the Borrower's default, Dealer agrees to refund and to pay to DCS, immediately on demand, the then unearned amount of any credit life, credit disability and property insurance premiums financed under the Borrower's Loan Agreement that are required by law or by agreement to be rebated or refunded by Dealer to DCS. Dealer agrees that DCS may set-off Dealer's refund obligations against any reserve account or accounts that Dealer may maintain with DCS, and/or against any credits or amounts that DCS may owe to Dealer either as a result of the funding of a separate loan to another borrower, or for any other reason.

4. **Titling Sources.** If the Titling Source referenced above is "Viastar," Dealer agrees to provide DCS with a copy of the Viastar Title Order with the FedEx tracking number and a copy of the MSO or previous title. If the Titling Source is other than "Viastar," Dealer agrees to provide DCS with a copy of the completed title application, copy of the vehicle MSO or previous title, and proof of tax exemption or payment of sales taxes (if not funded under the Loan Agreement). DCS's failure to receive such title documentation shall not alleviate Dealer's titling responsibilities in favor of DCS.

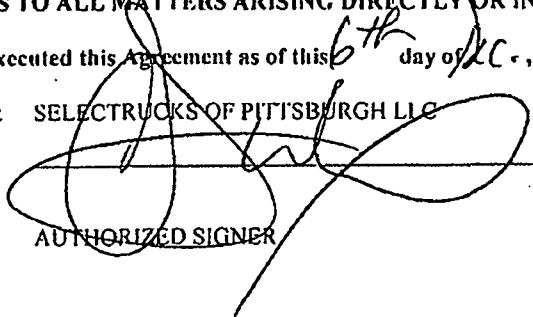
5. **Dealer is Not DCS's Agent.** Neither this Agreement, nor any action taken by Dealer with respect to the Borrower's Loan and Loan Agreement, shall be deemed to create an principal-agency relationship between Dealer and DCS, or to authorize Dealer, or Dealer's employees, to act as DCS's representative.

6. **Miscellaneous.** This Agreement is subject to the substantive laws of the State of Illinois for all purposes irrespective of the conflict of laws principles of that state. This Agreement is binding upon the parties hereto and their respective successors and assigns. Should any provision of this Agreement be deemed to be unenforceable, that provision shall be deemed as stricken, with all other provisions of this Agreement remaining in full force and effect. Dealer agrees to pay DCS's reasonable attorney's fees incurred in enforcing DCS's rights against Dealer under this Agreement. **BOTH DEALER AND DCS WAIVE THE RIGHT TO A TRIAL BY JURY AS TO ALL MATTERS ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT.**

Dealer has executed this Agreement as of this 6th day of Dec, 2005.

Dealer Name: SELECTTRUCKS OF PITTSBURGH LLC

By

(signature): 

Title: AUTHORIZED SIGNER

DaimlerChrysler Services

Truck Finance

DaimlerChrysler Services North America LLC
Direct Purchase Money Loan and Security AgreementDATE: 12/06/2005
QUOTE NO. 173919

100-0139186-000 037418-0004

BORROWER: ERNEST F DIXON SR.
 (Print Full Name)
 3638 CASSONVA ROAD MUNSON CENTER PA 16860
 (Street No.) (City) (County) (State) (Zip)

CO-BORROWER: (Print Full Name)
 (Street No.) (City) (County) (State) (Zip)

DEALER: SELECTTRUCKS OF PITTSBURGH LLC
 (Print Full Name)
 24 FYDA DRIVE CANONSBU RG PA 15317
 (Street No.) (City) (County) (State) (Zip)

LENDER: DaimlerChrysler Services North America LLC, 1011 Warrenville Road, Lisle, Illinois 60532.

I (meaning individually, collectively, and interchangeably, all Borrowers named above, jointly and severally) have entered into a direct loan with Lender to finance the purchase of the following described Equipment. I acknowledge to have accepted delivery of the Equipment in good order without reservation of rights and without implied warranty as to condition, merchantability, and suitability for any purpose. I further acknowledge and certify that I have entered into this loan with Lender, and I intend to use the purchased equipment, primarily for business or commercial purposes, and not for personal, family, household or agricultural purposes.

DESCRIPTION OF EQUIPMENT:

New/ Used	Make	Model	Serial Number	Body Type	Model Year	Cash Sale Price
U	FONTAINE	INFINITY	13N148307W1581840	TRAILER	1998	\$15,000.00

TRADE-IN & DOWNPAYMENT

Make	Model	Serial Number	Body Type	Model Year	Allowance
List Payoff to:			Payoff Amount		\$0.00
			Net Trade-in Allowance		\$0.00
			Cash Downpayment		\$1,000.00
			TOTAL DOWNPAYMENT		\$1,000.00

TOTAL OF PAYMENTS CALCULATION

1. Total Cash Sale Price	\$15,000.00
2. Less Total Downpayment	\$1,000.00
3. Unpaid Balance of Cash Price (1-2)	\$14,000.00

ITEMIZED CHARGES

A. Physical Damage Insurance	\$0.00
B. Credit Life/Disability Insurance	\$0.00
C. Non-Trucking Liability Insurance	\$0.00
D. Guaranteed Auto Protection Insurance	\$0.00
E. Insurance Tax (if applicable)	\$0.00
F. Registration/License/Title Fees	\$0.00
G. Federal Excise Tax	\$0.00
H. Sales Tax	\$0.00
I. Documentation Fee	\$0.00
J. Origination Fee	\$0.00
K. Other ()	\$0.00
L. Other ()	\$0.00
M. Other ()	\$0.00
N. Business Service Fee ():	\$0.00
4. Total Itemized Charges (Sum of A through N)	\$0.00
5. Amount Financed (3+4)	\$14,000.00
6. Finance Charge	\$2,531.92
7. Total of Payments (5+6)	\$16,531.92



Terms and Conditions

QUOTE NO. 173919

1. **Promise to Pay:** I promise to pay to the order of Lender the Total of Payments indicated above, which includes principal (Amount Financed) and precomputed interest (Finance Charge).
2. **Payment Schedule:** My loan is payable in 24 installment payments of \$688.83 each, commencing on 01/06/2006 and the 6th day of each successive month thereafter, except as follows: N/A.
3. **Late Payment:** If I fail to make any payment within ten (10) days of the due date, I agree to pay Lender a late payment fee in an amount equal to 5% of the delinquent payment, or such lesser amount as may be limited by law.
4. **Returned Check Charges:** If I make any payment by check, and my check is returned unpaid for any reason, I agree to pay Lender a returned check charge in the amount of \$35.00, or such lesser amount as may be limited by law.
5. **Prepayment:** I may prepay my Indebtedness under this Agreement, less any required rebate of unearned interest, in full at any time. The rebate will be based upon either simple interest or the Rule of 78's, whichever is more favorable to me.
6. **Grant of Security Interest:** In order to secure the prompt and punctual payment and satisfaction of my Indebtedness (as defined herein), I am granting Lender a security interest in the Equipment, and in all accessions, replacements and additions to the Equipment, and in all leases of the Equipment, and in all lease payments, rentals, and rights thereto, and in all proceeds derived from the Equipment, including insurance proceeds and refunds of insurance premiums. I also agree that collateral securing other loans, credit sales and leases that I may have with Lender, whether now or in the future, additionally will secure my Indebtedness under this Agreement. The Equipment, all leases of the Equipment, all lease payments, rentals, and rights thereto, proceeds, and my additional collateral securing other loans, credit sales, and leases with Lender, are individually, collectively and interchangeably referred to under this Agreement as my "Collateral." For purposes of this Agreement, the term "Indebtedness" means: (1) my indebtedness under my loan and under this Agreement for payment of principal, interest, late charges and returned check fees; (2) my indebtedness under any other loans or obligations that I may now and in the future owe to Lender; (3) all additional funds that Lender may advance on my behalf as provided in this Agreement; and (4) Lender's costs and expenses incurred in enforcing Lender's rights under this Agreement, and in protecting and preserving the Collateral, including reimbursement of Lender's reasonable attorney's fees, court costs, and collection expenses. I authorize Lender to perfect its security interest in the Collateral by filing a copy of this Agreement, or a UCC financing statement, and/or title documentation with the proper filing or title office. I agree to reimburse Lender for all filing costs and perfection expenses, as well as for all costs of amending, continuing and terminating such filings.
7. **Covenants:** I agree: (1) not to sell, lease, transfer or assign the Collateral without Lender's prior written consent; (2) not to allow any other security interest or lien to be placed on or to attach to the Collateral; (3) not to make any material changes or alterations to the Equipment without Lender's prior written consent (including replacements, additions, accessories or substitutions); (4) not to remove the Equipment from the state in which I reside or have my principal offices, other than in the ordinary course of business, for a period in excess of sixty (60) consecutive days, without first obtaining Lender's prior written consent; (5) not to retitle the Equipment in another state without first notifying Lender; and (6) if I am a business entity, not to change my name or form or state of organization without first notifying Lender at least thirty (30) days in advance of such change. I further agree: (a) that anything that may be attached to the Equipment will become an accession to the Equipment, and will become part of the Collateral; (b) to make all necessary repairs to, and not to abandon the Equipment; (c) to abide by all laws and rules and regulations with respect to the use and operation of the Equipment, and to obtain all necessary permits and licenses in those jurisdictions where required; (d) to pay all taxes and assessments levied against the Equipment and to furnish Lender with proof of such payments; and (e) to permit Lender to inspect the Equipment at reasonable times.
8. **Insurance:** So long as my Indebtedness remains unpaid and unsatisfied, I agree to maintain insurance on the Equipment, at my expense, and with such coverages and deductible limits as may be required by Lender, and with such financially responsible insurance companies as may be acceptable to Lender. Such insurance shall include: (a) collision coverage; and (b) either (1) comprehensive coverage, or (2) fire, theft and combined additional coverages, on the Equipment, with a deductible not to exceed \$1,000, insuring against loss up to the value of the Equipment at the time of loss. I agree to name Lender as a non-contributory lender loss payee beneficiary and as an additional insured under my insurance policy, which will require at least twenty (20) days advance written notice to Lender before such insurance may lapse, or be reduced or canceled or terminated for any reason. I agree to provide Lender with a copy of my insurance policy along with evidence that I have paid the policy premiums and all renewal premiums. I assign to Lender all proceeds from insurance policies covering the Equipment, including, but not limited to, refunds of unearned premiums of any credit life, credit disability, property or other insurance financed by Lender under this Agreement, and direct the insurance companies to pay such amounts directly to Lender. Lender may apply any such insurance proceeds and returned premiums received to the unpaid balance of my then Indebtedness. I instruct my insurance company to make such payments directly to Lender. I also grant Lender an irrevocable power of attorney, coupled with an interest, to endorse any draft or check received as proceeds of insurance, and if I am then in default, to negotiate and settle any claims I may have with respect to the Equipment. Should I fail to purchase and maintain insurance on the Equipment, or should I fail to do whatever else is required of me under this Agreement, then Lender shall have the right (at Lender's sole option, and without any responsibility or liability to do so) to purchase insurance of such type and coverages, and in such amounts as Lender deems acceptable, and to do such other acts as Lender may deem, within its sole discretion, to be necessary and proper. I agree to immediately reimburse Lender for all additional sums that Lender may advance for such purposes, together with interest thereon at the rate of 18% per annum, or such lesser rate as may be limited by law, from the date of each advance until I repay Lender in full. I authorize Lender to release to third parties any information necessary to facilitate insurance and tax monitoring and insurance placement.

9. Default and Acceleration: Lender has the right at its sole option to insist on immediate payment in full of all Indebtedness that I may owe to Lender, less any required rebates of unearned interest, upon the occurrence of any one or more of the following events: (1) if I fail to make any payment under this Agreement when due; or (2) if I am in default under any other provision of this Agreement; or (3) if I am in default under any other loan, extension of credit, or obligation that I may then owe to Lender; or (4) if I should become insolvent, or apply for bankruptcy or other relief from creditors; or (5) if any of the Equipment is seized under process of law; or (6) if any guaranty of my obligations under this Agreement is withdrawn or becomes unenforceable for any reason; or (7) if Lender reasonably believes itself to be insecure in the repayment of this Agreement. After default and acceleration, I agree to continue to pay Lender interest on the then unpaid balance of my Indebtedness at the rate of eighteen (18%) percent per annum, or such lesser rate as may be limited by law.

10. Default Remedies: Should I default under this Agreement, and Lender elects to accelerate payment of my Indebtedness, Lender may exercise all of the rights and remedies available to secured creditors generally under the Uniform Commercial Code in effect in the state where the Collateral is then located. I agree to turn over and deliver the Collateral to Lender at my expense, at the time and at the location Lender may demand of me. Alternatively, Lender may enter any premises or other place where the Collateral may be located, and take possession of the Collateral, and all other property then located on or in the Collateral, provided that Lender is able to do so without breach of the peace. Lender may then sell the Collateral without warranty at public or private sale, and apply the sale proceeds to the satisfaction of my Indebtedness. Lender has no obligation to clean-up, repair, or prepare the Collateral for sale. Any requirement that Lender notify me of the sale or other disposition of the Collateral will be satisfied if Lender sends me a written communication at least ten (10) days in advance of the date on which a public sale is scheduled, or within ten (10) days in advance of the time after which a private sale or other disposition may take place.

11. Waivers: I and all Guarantors each waive presentment, notice, and demand for payment, and agree that our liability under this Agreement shall be joint and several with each other. We further agree that discharge or release of any party, or Collateral, or any extension of time for payment, or any delay in enforcing Lender's rights, will not cause Lender to lose any of its rights. I expressly waive any right to a jury trial in any dispute regarding or arising out of this Agreement, the sale of the Equipment, or my relationship with Lender or Dealer.

12. Collection Attorney's Fees and Expenses: If Lender has to sue me, or if Lender refers my loan to an attorney for collection, I agree to pay Lender reasonable attorney's fees. I further agree to reimburse Lender for its court costs and collection expenses incurred in enforcing Lender's rights under this Agreement.

13. Savings Clause: It is Lender's intent to fully comply with all laws and regulations limiting imposition and collection of interest and other fees and charges in connection with my loan. Should I be called upon, or should I ever pay interest or other fees and charges to Lender in excess of the amount(s) and rate(s) permitted, I agree that Lender may cure such violation by crediting any excess amount that I have paid against my then outstanding Indebtedness under this Agreement.

14. No Agency Relationship; No Right to Assert Claims and Defenses: I fully understand and unconditionally agree that neither Dealer, the Equipment manufacturer and distributor, nor their employees, are Lender's partners, agents, or representatives, and have no right to commit, bind or obligate Lender in any way. My obligations to Lender under this Agreement are absolute and unconditional, and I have no right to assert against Lender any claims or defenses that I may have against the Dealer, the Equipment manufacturer, distributor, or their employees.

15. Representations and Warranties: I represent and warrant to Lender that: (1) my correct legal name and state of residence or organization are listed on page 1 of this Agreement, and I am properly authorized, licensed and in good standing to conduct business in each applicable jurisdiction; (2) none of the preprinted provisions of this Agreement have been altered, modified, or stricken by me or by anyone else; (3) I or my authorized representative properly executed this Agreement in my name and my signature on this Agreement, or that of my authorized representative, is genuine; (4) the amount of the cash downpayment reflected in this Agreement was paid by me to the Dealer in cash prior to the time this Agreement was signed; (5) any trade-in allowance, rebate or incentive payment reflected in this Agreement is bona fide and was applied to the Cash Sale Price of the Equipment; and (6) I have and intend to license, title, and register the Equipment in the proper state or jurisdiction.

16. Governing Law: I agree that this Agreement shall become effective only when it is received and accepted by Lender in the State of Illinois. I further agree that this Agreement and my credit financing of the Equipment shall be governed and construed under the laws of the State of Illinois irrespective of the conflict of laws principles of that state.

17. Miscellaneous: In this Agreement, the words "I", "me", "my", "we", "us" and "our" individually, collectively and interchangeably mean each person or entity signing this Agreement as a Borrower, Co-Borrower or Guarantor, their successors and assigns, and all other persons that may be or become obligated under this Agreement. "Lender" means DaimlerChrysler Services North America LLC, and its successors, transferees and assigns. All schedules executed in connection with this Agreement are part of this Agreement. This Agreement and any such schedules constitute the entire agreement between the parties. No modification or amendment of this Agreement shall be effective unless in writing signed by all parties. All provisions of this Agreement that are prohibited by applicable law shall be ineffective solely to the extent of such prohibition without invalidating the other provisions of this Agreement. Any waiver of Lender's rights and remedies under this Agreement shall be effective only if specifically agreed by Lender in writing.

I (we) acknowledge receipt of a completed copy of the Agreement, and agree to its terms.

DaimlerChrysler Services
Truck Finance

DaimlerChrysler Services North America LLC
Direct Purchase Money Loan and Security Agreement

Borrower : ERNEST F DIXON SR.

Co-Borrower: _____

By (signature): Ernest F. Dixon SR.

By (signature): _____

Title: Individual

Title: _____

QUOTE NO. 173919

GUARANTY

I (we) hereby, jointly, severally and unconditionally guarantee payment of all Indebtedness under this Agreement, and all extensions, substitutions and refinancings thereof, and agree to the Agreement's terms and conditions. I (we) waive any rights that I (we) may have to require DCS to first exhaust its remedies against the Buyer(s), the Collateral, or any other guarantor, before collecting under this Guaranty.

Guarantor Name: _____

Guarantor Name: _____

Guarantor (signature): _____

Guarantor (signature): _____

REQUIRED PROPERTY INSURANCE:

Fire and theft and collision insurance are required until the Agreement is paid in full. I understand that I have the right to choose the agent or broker and the company through whom physical damage insurance required under this Agreement is to be obtained.

Acknowledging the foregoing, I request and authorize Dealer to attempt to obtain those insurance coverages checked below, and for which an annual premium amount is shown, for 0 months from the date hereof and through (name of insurance company):

Collision and one of the following: _____ Deductible
 Comprehensive; or _____ Deductible
 Fire, Theft and CAC _____ Deductible

Annual Premium:\$0.00

Total Premium:

Extent of Coverage: Minimum of Actual Cash Value. Unless otherwise stated in the policy, proceeds must be payable to Borrower and Lender as their interests may appear.

UNLESS OTHERWISE SPECIFIED HEREIN, THE INSURANCE AFFORDED UNDER THIS AGREEMENT DOES NOT COVER LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY OF OTHERS. NO PUBLIC LIABILITY INSURANCE IS ISSUED WITH THIS TRANSACTION.

Disclosures Required Under Illinois Law:

Unless you provide us with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

VOLUNTARY CREDIT LIFE AND DISABILITY INSURANCE:

Credit life and disability insurance are not required by Lender. However, such insurance may be purchased through Dealer on a voluntary/elective basis for the following costs:

Credit Life Insurance: I desire credit life insurance.

Credit Disability Insurance: I desire credit disability insurance.

Person Proposed for Credit Life/Credit Disability Insurance:

Date:

(Signature of Person to be Insured)

BUSINESS PURPOSE STATEMENT

(Required for individual purchasers in Michigan and for all purchasers in Pennsylvania)

COUNTY OF CENTER

STATE/COMMONWEALTH OF PENNSYLVANIA

Borrower certifies under oath and penalty of perjury that Borrower is an individual or proprietorship a corporation a partnership a limited partnership a limited liability company other _____, organized under the laws of the State/Commonwealth of PENNSYLVANIA.

Borrower further certifies that the proceeds of the Borrower's loan obtained from Lender will be used solely to finance the purchase of the described Equipment, and to finance the additional fees and charges provided under this Agreement, and for no other purpose, and that Borrower intends to use the purchased Equipment primarily for business and commercial purposes, and not for personal, family, household or agricultural purposes.

This sworn statement is provided to Lender pursuant to Section 438.61 of the Michigan Compiled Laws Annotated, and Section 10-7.2 of the Pennsylvania Code, as applicable.

Borrower: ERNEST F DIXON SR.

DaimlerChrysler Services
Truck Finance

DaimlerChrysler Services North America LLC
Direct Purchase Money Loan and Security Agreement

By (signature): Ernest F. Dakon, SR

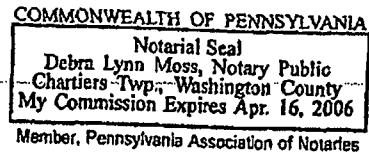
Title: Individual

ACKNOWLEDGEMENT

(Required for individual purchasers in Michigan and for all purchasers in Pennsylvania)

Sworn and subscribed to before me this 6th day of April, 20 05

Debra Lynn Moss Commonwealth of Pennsylvania
County, Washington
Notary Public My commission Expires: April 16, 2006



This Agreement shall be deemed to be received and accepted by DaimlerChrysler Services North America LLC in Lisle, Illinois on the date of funding.

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 P.A.C.S. §4904 relating to unsworn falsifications to authorities, that he/she is Tim Perkins

(Name)

Loss Recovery Specialist of DaimlerTruck Financial, plaintiff herein, that

(Title)

(Company)

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



(Signature)

WWR#7030575

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104821
NO: 08-2050-CD
SERVICES 1
COMPLAINT

PLAINTIFF: DAIMLERCHRYSLER FINANCIAL
VS.
DEFENDANT: ERNEST F. DIXON , SR.

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8793296	10.00
SHERIFF HAWKINS	WELTMAN	8793296	33.89

S
FILED
03:52 PM
FEB 10 2009
WAC
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

____ Day of _____ 2009



Chester A. Hawkins
Sheriff

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

DAIMLERCHRYSLER FINANCIAL

Plaintiff No. 2008-2050-CD

vs.

PRAECIPE TO SETTLE, DISCONTINUE
AND END WITHOUT PREJUDICE TO REFILE

ERNEST F DIXON SR

Defendant FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

JAMES C WARMBRODT, Esquire
PA I.D. #42524
Weltman, Weinberg & Reis, CO L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

WWR#7030575

S FILED 1cc & 1 Cert
4/27/08 10:00am of disc issued
APR 27 2008
to AMY
William A. Shaw
Prothonotary/Clerk of Courts
Warmbrodt

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

DAIMLERCHRYSLER FINANCIAL

Plaintiff

vs.

Civil Action No. 2008-2050-CD

ERNEST F DIXON SR

Defendant

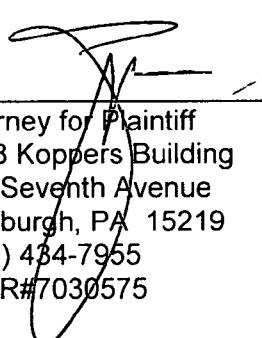
PRAECIPE TO SETTLE, DISCONTINUE
AND END WITHOUT PREJUDICE TO REFILE

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

SIR:

Settle, Discontinue and End the above-captioned matter upon the records of the Court without prejudice to refile and mark the costs paid.

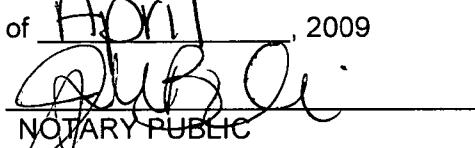
WELTMAN, WEINBERG & REIS CO., L.P.A.

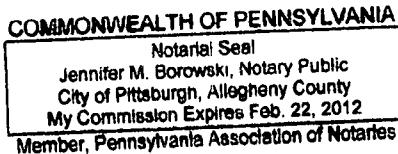
By: 
Attorney for Plaintiff
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#7030575

SWORN TO AND SUBSCRIBED

before me this 21 day

of April, 2009


NOTARY PUBLIC



IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CC-11

DaimlerChrysler Financial

Vs.

No. 2008-02050-CD

Ernest F. Dixon Sr.

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on April 27, 2009 , marked:

Settled, discontinued and ended without prejudice to refile

Record costs in the sum of \$95.00 have been paid in full by William T. Molczan Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 27th day of April A.D. 2009.



William A. Shaw, Prothonotary