

08-2126-CD

GMAC LLC vs Nickalos Shugars al

[REDACTED]

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GMAC, LLC,

Plaintiff,

vs.

Nickalos O. Shugars and Bryan Pyne,

Defendants.

CIVIL DIVISION

No. 2008-2126-CD.

**COMPLAINT**

CIVIL ACTION -- Replevin

Filed on Behalf of:  
GMAC, LLC, Plaintiff

Counsel of Record for This Party:  
Russell R. Sanders, Esquire  
PA I.D. No. 36636  
TUCKER ARENSBERG, P.C.  
Firm No. 287  
1500 One PPG Place  
Pittsburgh, PA 15222  
(412) 566-1212

<sup>S</sup>  
**FILED**

NOV 07 2008  
3:08 P.M. 6K

William A. Shaw  
Prothonotary/Clerk of Courts

ICC ATTY  
ATTY FID 95.00

DAVID S. MEHOLICK  
COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
814-765-2641, EXT. 5982

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

GMAC, LLC,

Plaintiff,

vs.

Nickalos O. Shugars and Bryan Pyne,

Defendants.

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No.

CIVIL ACTION -- Replevin

**COMPLAINT**

AND NOW, comes the Plaintiff, GMAC, LLC, (hereinafter "GMAC"), and through its attorneys, Tucker Arensberg, P.C. and Russell R. Sanders, Esquire, makes the following Complaint in Civil Action -- Replevin:

1. The Plaintiff, GMAC, LLC, is an entity organized under the laws of Delaware registered to do business in Pennsylvania, and having a place of business at P.O. Box 12699, Glendale AZ 85318.
2. The Defendants, Nickalos O. Shugars and Bryan Pyne, are individuals residing at 6746 Mountain Run Road, Penfield, Pennsylvania 15849.
3. On April 5, 2007, St. Mary's Chevrolet, Inc., 863 St. Mary's Road, St. Mary's, PA 15857, sold a 2006 Chevrolet Cobalt, Serial No. 1G1AP14PX67666272, to said Defendants under Installment Sale Contract, a copy of which is attached hereto, made a part hereof, and marked Exhibit "A".
4. The balance due under said contract, including finance charges, sales tax, life insurance, and official fees was then \$27,101.40, which the said Defendants agreed to pay in 60 monthly payments of \$451.69 each, beginning on the 5<sup>th</sup> day of May, 2007.
5. On or about April 5, 2007, the said Contract was assigned to Plaintiff and the said Defendants were duly notified of said assignment.

6. An encumbrance was entered on the Pennsylvania Title issued for said vehicle showing GMAC, Plaintiff herein, as encumbrance holder and Bryan Pyne as owner. A copy of said title to said vehicle is attached hereto and marked Exhibit "B".

7. The said Defendants defaulted in the monthly payments required under said Contract by failing to make the July 5, 2008 payment, and by failing to make any further payments under said Contract.

8. Pursuant to the provisions of said Lease Agreement, Plaintiff thereupon declared due and payable a balance due thereon, which is \$20,795.64 as of October 14, 2008. Although requested, the said Defendants refused to pay the balance due or any part thereof.

9. Plaintiff avers that under the Additional Terms of the Installment Sale Contract and Pennsylvania Law it has the right of immediate possession to the aforesaid vehicle, but that Defendants refuse to relinquish possession thereof.

10. For purposes of the bond, Plaintiff estimates the value of the vehicle to be \$16,000.00.

11. GMAC has been unable to verify the required insurance coverage for the said vehicle and, therefore, believes the said vehicle is uninsured.

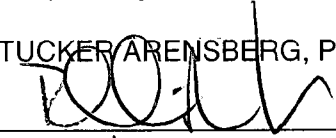
12. The location of the property to be replevied is unknown.

WHEREFORE, Plaintiff requests judgment against the Defendants for possession of the aforesaid vehicle and damages for its unlawful retention or, in the alternative, the value of said vehicle and the costs.

Respectfully submitted,

TUCKER ARENSBERG, P.C.

By:

  
\_\_\_\_\_  
Russell R. Sanders, Esquire  
Attorney for Plaintiff

# RETAIL INSTALMENT SALE CONTRACT

## GMAC FLEXIBLE FINANCE PLAN

Dealer Number

Contract Number

004910276123

Buyer (and Co-Buyer) - Name and address (include county and zip code) <b>Nickalos Shugars</b> <b>Bryan Pyne</b> 6746 Mountain Run Road-p.o. Box 87 Penfield, PA 15849 (CLEARFIELD Co.)	Creditor (Seller name and address) <b>ST MARYS CHEVROLET</b> 863 S S. MARYS ROAD ST MARYS, PA 15857
--	--

APR 12 2007

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay us, the Creditor, the Amount Financed and Finance Charge according to the payment schedule shown below. We will figure the Finance Charge on a daily basis.

New or Used	Year	Make and Model	Vehicle Identification No	Primary Use for Which Purchased
USED	2006	CHEVROLET / COBALT 33	1GLAP14PX67666272	<input checked="" type="checkbox"/> personal, family, or household <input type="checkbox"/> agricultural <input type="checkbox"/> business

Your trade-in is: Year 1990 Make CADILLAC Model DEVILLE

### FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your downpayment of \$300.00.
2.90 %	\$1,901.32	\$25,200.08	\$27,101.40	\$28,001.40

### Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due	Or as Follows
60	\$451.69	Monthly beginning 5/5/2007	

**Late Charge.** If a payment is not received in full within 10 days after it is due, you will pay a late charge. If the vehicle is a heavy commercial motor vehicle, the charge will be 4% of the part of the payment that is late. Otherwise, the charge will be 2% per month of the part of the payment that is late, figured based on a full calendar month for any part of a month that is more than 10 days.

**Prepayment.** If you pay off all your debt early, you will not have to pay a penalty.  
**Security Interest.** You are giving a security interest in the vehicle being purchased.  
**Additional Information:** See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, and security interest.

### ITEMIZATION OF AMOUNT FINANCED

1 Cash price (including any accessories, services, and taxes)	\$22,990.00 (1)
2 Total downpayment = (If negative enter "0" and see line 4H below)	
Gross trade-in \$ 900.00 - payoff by seller \$ N/A	
= net trade-in \$ 900.00 + cash \$ N/A	
+ other (describe)	\$ 0.00
3 Unpaid balance of cash price (1 minus 2)	\$22,990.00 (3)
4 Other charges including amounts paid to others on your behalf (Seller may keep part of these amounts)	
A Cost of optional credit insurance paid to the insurance company or companies	
Life \$ N/A	
Disability \$ N/A	
B Other insurance paid to the insurance company (describe)	\$ N/A
C Official fees paid to government agencies	\$ 22.78
D Government taxes not included in cash price	\$ 1,417.80
E Government license and/or registration fees	\$ 46.00
F Government certificate of title fees (includes \$5.00 security interest recording fee)	\$ 27.50
G Other charges (Seller must identify who is paid and describe purpose)	
N/A	\$ N/A
N/A	\$ N/A
N/A	\$ N/A
ST MARYS CHEVROLET 10000 PPP	\$ 55.00
UNIVERSAL UNDER 10000	\$ 420.00
10000	\$ 1,120.00
H Net trade-in payoff to	\$ N/A
Total other charges and amounts paid to others on your behalf	\$2,110.08 (4)
5 Amount financed (3 + 4)	\$25,200.08 (5)
6 Finance charge	\$1,901.32 (6)
7 Total of payments - time balance (5 + 6)	\$27,101.40 (7)

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

### Check the Insurance you want and sign below:

**Optional Credit Insurance.**

☐ Credit Life ☐ Buyer ☐ Co-Buyer  
 Term N/A

☐ Credit Disability (Buyer Only)  
 Term N/A

**Premium**  
 Credit Life \$ N/A  
 Credit Disability \$ N/A

N/A (Insurance Company)  
N/A (Home Office Address)

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance pays the unpaid part of the amount financed if you die. This insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance pays the scheduled payments due under this contract while you are disabled. This insurance does not cover any increase in your payment or in the number of payments. The policies or certificates issued by the named insurance companies may further limit the coverage that credit life or credit disability insurance provides. See the policies or certificates for coverage limits and other terms and conditions.

**Other Insurance.**

☐ N/A Type of Insurance N/A Term N/A

**Premium** \$ N/A  
N/A (Insurance Company)  
N/A (Home Office Address)

I want the insurance checked above

☒ Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

☒ Co-Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

**ANY INSURANCE REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE COVERAGE FOR PERSONAL LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS.**

If you do not meet your contractual obligations, you may lose your motor vehicle.

**HOW THIS CONTRACT CAN BE CHANGED.** This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and you must sign it. No oral changes are binding.

Buyer Signs Nickalos Shugars Co-Buyer Signs Bryan Pyne

If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

You authorize us to obtain information about you, or the vehicle you are buying, from the state motor vehicle department or other motor vehicle registration authorities.

See back for other important agreements.

Do not sign this contract on a Sunday.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

### Notice to Buyer.

Do not sign this contract in blank. You are entitled to an exact copy of the contract you sign. Keep it to protect your legal rights.

Buyer Signs Nickalos Shugars Date 4/5/2007 Co-Buyer Signs Bryan Pyne Date 4/5/2007

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs Nickalos Shugars Date 4/5/2007 Co-Buyer Signs Bryan Pyne Date 4/5/2007

Co-Buyer and Other Owners - A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here x \_\_\_\_\_ Date \_\_\_\_\_ Address \_\_\_\_\_

Creditor Signs ST MARYS CHEVROLET Date 4/5/2007 By Justin H. Thompson Title Asst. Mgr.

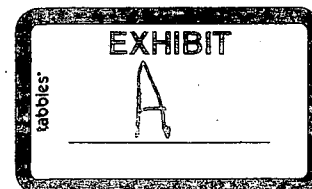
Seller assigns its interest in this contract to ☒ GMAC ☐ Nuvel National Auto Finance ☐ GMAC AB ☐ Nuvel Credit Company, Assigned with recourse

Seller By \_\_\_\_\_ Title \_\_\_\_\_ ST MARYS CHEVROLET By Justin H. Thompson Title Asst. Mgr.

2109 FR-PA 10/2006 (For Use in the State of Pennsylvania) (1 of 4) Notice: See Other Side

Copyright 2006 GMAC All Rights Reserved

ORIGINAL



## OTHER IMPORTANT AGREEMENTS

### 1. FINANCE CHARGE AND PAYMENTS

- a. How we will figure Finance Charge. The Finance Charge is figured on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. How we will apply payments. We will apply each payment first to the earned and unpaid part of the Finance Charge, and then to the unpaid part of the Amount Financed.
- c. How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.

### 2. YOUR OTHER PROMISES TO US

- a. If the vehicle is damaged, destroyed, or missing. You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. Security interest. You give us a security interest in:
  1. The vehicle and all parts or goods installed in it.
  2. All money or goods received (proceeds) for the vehicle.
  3. All insurance, maintenance, service, or other contracts we finance for you, and
  4. All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle.
- d. Insurance you must have on the vehicle. You agree to have physical damage insurance covering loss or damage to the vehicle for the term of this contract. The Insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we decide, buy physical damage insurance. If we decide to buy physical damage insurance, we may buy insurance that covers your interest and our interest in the vehicle. If we buy this insurance, we will tell you the charge you must pay. The charge will be the premium for the insurance and a finance charge at the highest rate the law permits.

If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.
- e. What happens to returned insurance, maintenance, service, or other contract charges. If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

### 3. YOU MAY PREPAY

You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

### 4. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. You may owe late charges. You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
- b. You may have to pay all you owe at once. If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:
  1. You do not pay any payment on time.
  2. You start a proceeding in bankruptcy or one is started against you or your property, or
  3. You break any agreements in this contract.The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

c. You may have to pay collection costs. If you default and we have to go to court to recover the vehicle, you will pay the reasonable attorney's fees and court costs, as the law permits. You will also pay any attorney's fees and court costs a court awards us.

d. We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.

e. How you can get the vehicle back if we take it. If we repossess the vehicle, you may get it back by paying the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any other amounts due because you defaulted (redeem). Your right to redeem ends when we sell the vehicle. We will tell you how much to pay to redeem.

If we repossess the vehicle, we may, at our option, allow you to get the vehicle back before we sell it by paying all past due payments and late charges (reinstate). We will tell you if you may reinstate and how much to pay if you may.

If you were in default for more than 15 days when we took the vehicle, the amount you must pay to redeem or reinstate will also include the expenses of taking the vehicle, holding it, and preparing it for sale.

f. We will sell the vehicle if you do not get it back. If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.

We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it, as the law allows. Reasonable attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at the highest lawful rate until you pay.

g. What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

h. Summary notice regarding prepayment and reinstatement. You may prepay all or part of the amount you owe under this contract at any time without penalty. If you do so, you only have to pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment. If you default and we repossess the vehicle, we may, at our option, allow you to get the vehicle back before we sell it by paying all past due payments, late charges, and expenses.

### 5. WARRANTIES/SELLER DISCLAIMERS

The following paragraph does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. The following paragraph also does not apply at all if you bought the vehicle primarily for personal, family, or household use.

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

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

#### Spanish Translation:

Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

### 7. APPLICABLE LAW

Federal law and Pennsylvania law apply to this contract.

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

# COMMONWEALTH OF PENNSYLVANIA

## CERTIFICATE OF TITLE FOR A VEHICLE

1-646  
 071013400007829-001  
 161AP14PX67666272      2006      CHEVROLET      64468518601 PY  
VEHICLE IDENTIFICATION NUMBER      YEAR      MAKE OF VEHICLE      TITLE NUMBER  
 CP      0      SEAT CAP      4/11/07      001222      0  
BODY TYPE      DUP      PRIOR TITLE STATE      ODOM PROCD DATE      ODOM MILES      ODOM STATUS  
 4/11/07      4/11/07  
DATE PA TITLED      DATE OF ISSUE  
 UNLADEN WEIGHT      GVWR      GVWR      TITLE BRANDS

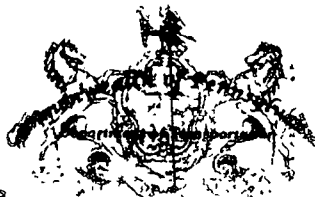
**ODOMETER STATUS**

0 = ACTUAL MILEAGE  
 1 = MILEAGE EXCEEDS THE MECHANICAL LIMITS  
 2 = NOT THE ACTUAL MILEAGE  
 3 = NOT THE ACTUAL MILEAGE-ODOMETER TAMPERING VERIFIED  
 4 = EXEMPT FROM ODOMETER DISCLOSURE

**TITLE BRANDS**

A = ANTIQUE VEHICLE  
 C = CLASSIC VEHICLE  
 D = COLLECTIBLE VEHICLE  
 F = OUT OF COUNTRY  
 G = ORIGINALLY MFGD FOR NON-U.S. DISTRIBUTION  
 H = AGRICULTURAL VEHICLE  
 L = LOGGING VEHICLE  
 P = IS/WAS A POLICE VEHICLE  
 R = RECONSTRUCTED  
 S = STREET ROD  
 T = RECOVERED THEFT VEHICLE  
 V = VEHICLE CONTAINS REISSUED VIN  
 W = FLOOD VEHICLE  
 X = IS/WAS A TAXI

REGISTERED OWNER(S)  
**BRYAN PYNE**  
 6746 MT RUN RD  
 PENFIELD PA 15849



FIRST LIEN FAVOR OF

SECOND LIEN FAVOR OF

**GNAC**

If a second lienholder is listed upon satisfaction of the first lien the first lienholder must forward this Title to the Bureau of Motor Vehicles with the appropriate form and fee.

FIRST LIEN RELEASED \_\_\_\_\_ DATE \_\_\_\_\_

SECOND LIEN RELEASED \_\_\_\_\_ DATE \_\_\_\_\_

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

MAILING ADDRESS

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

**GNAC**  
 3104 UNIONVILLE ROAD  
 CRANBERRY TWP PA 16066



I certify as of the date of issue, the official records of the Pennsylvania Department of Transportation reflect that the person(s) or company named herein is the lawful owner of the said vehicle.

**ALLEN D BIEHLER**

Secretary of Transportation

### D. APPLICATION FOR TITLE AND LIEN INFORMATION

TO BE COMPLETED BY PURCHASER WHEN VEHICLE IS SOLD AND THE APPROPRIATE SECTIONS ON THE REVERSE SIDE OF THIS DOCUMENT ARE COMPLETED

SUBSCRIBED AND SWORN TO BEFORE ME: \_\_\_\_\_ MO. \_\_\_\_\_ DAY \_\_\_\_\_ YEAR \_\_\_\_\_

SIGNATURE OF PERSON ADMINISTERING OATH

**EXHIBIT**

B

The undersigned hereby certifies application for Certificate of Title to be void except as shown, subject to the requirements and other legal claims set forth here.

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORIZED SIGNER

If a co-purchaser other than your spouse is listed and you want the title to be listed as "Joint Tenants With Right of Survivorship" (On death of one owner, title goes to surviving owner) CHECK HERE ☐ Otherwise, the title will be issued as "Tenants in Common" (On death of one owner, interest of deceased owner goes to his/her heirs or estate)

1ST LIEN DATE \_\_\_\_\_ IF NO LIEN, CHECK ☐

1ST LIENHOLDER \_\_\_\_\_

STREET \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

IF THIS IS AN ELT, CHECK HERE ☐ FINANCIAL INSTITUTION NO \_\_\_\_\_

2ND LIEN DATE \_\_\_\_\_ IF NO LIEN, CHECK ☐

2ND LIENHOLDER \_\_\_\_\_

STREET \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

IF THIS IS AN ELT, CHECK HERE ☐ FINANCIAL INSTITUTION NO \_\_\_\_\_

STORE IN A SAFE PLACE - IF LOST APPLY FOR A DUPLICATE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

34480917

**AFFIDAVIT**

STATE OF ARIZONA

COUNTY OF MARICOPA

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)  
) SS:

Before me, the undersigned authority, personally appeared Frances Morgando,  
Account Specialist, of GMAC, LLC, Plaintiff herein, who, being duly sworn according  
to law, deposes and says that he is duly authorized to make this affidavit and that the averments  
of fact contained in the foregoing **Complaint in Civil Action -- Replevin** insofar as the same  
are within his won knowledge, are true and correct and, as to those based on information and  
belief, he believes to be true.

      *FM*        
GMAC, LLC

SWORN TO and subscribed  
before me this 28 day  
of October, 2008

      *Sandra L. Nelson*        
Notary Public

My Commission Expires: 5-31-2012

BANK\_FIN:338284-1 024035-138320



SANDRA L. NELSON  
Notary Public—Arizona  
Maricopa County  
Expires 05/31/2012

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Plaintiff,

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**PRAECIPE TO DISCONTINUE**

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Pittsburgh, PA 15222  
(412) 566-1212

5  
**FILED** ICC + 1 cert of  
m/11:204m disc issued to  
DEC 24 2008 Atty Sanders  
William A. Shaw  
Prothonotary/Clerk of Courts

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No. 2008-2126 CD

CIVIL ACTION -- Replevin

**PRAECIPE TO DISCONTINUE**

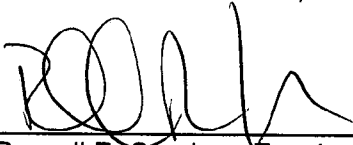
TO THE PROTHONOTARY:

Kindly discontinue the action filed in the above-captioned matter.

Respectfully submitted,

TUCKER ARENSBERG, P.C.

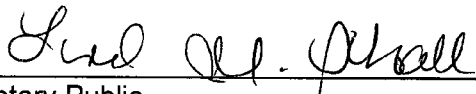
By:



Russell R. Sanders, Esquire  
PA I.D. No. 36636  
1500 One PPG Place  
Pittsburgh, PA 15222  
412.594.5645

SWORN to and subscribed before me

this 22<sup>nd</sup> day of December, 2008

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

BANK\_FIN:342385-1 024035-138320

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal  
Linda M. Schall, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires Apr. 8, 2010

Member, Pennsylvania Association of Notaries

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

**CIVIL DIVISION**

**GMAC, LLC**

**Vs.  
Nickalos O. Shugars  
Bryan Pyne**

**No. 2008-02126-CD**

**COPIES**

**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 December 24, 2008, marked:

Discontinued

Record costs in the sum of \$95.00 have been paid in full by Russell R. Sanders Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 24th day of December A.D. 2008.



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

**LM**