

08-2126-CD
GMAC LLC vs Nickalos Shugars al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GMAC, LLC,

CIVIL DIVISION

Plaintiff,

No. 2008-2126-CD

vs.

Nickalos O. Shugars and Bryan Pyne,

COMPLAINT

Defendants.

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

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FILED
M 3:08 P.M. GK
NOV 07 2008 ICC ATTY
ATTY FEE 95.00
William A. Shaw
Prothonotary/Clerk of Courts

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

GMAC, LLC,)
Plaintiff,)
vs.)
Nickalos O. Shugars and Bryan Pyne,)
Defendants.)
No. CIVIL ACTION -- Replevin

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the complaint for any 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 OR KNOW A LAWYER, THEN YOU SHOULD GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

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,) No.
vs.) CIVIL ACTION -- Replevin
Nickalos O. Shugars and Bryan Pyne,)
Defendants.)

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 5th 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

APR 12 2007

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

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 SS	1G1AP14BX67666272	<input checked="" type="checkbox"/> personal, family, or household <input type="checkbox"/> agricultural <input type="checkbox"/> business <input type="checkbox"/>

Your trade-in is a: 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. 2.90 %	The dollar amount the credit will cost you \$ 901.22	\$ 25,200.08	\$ 27,101.40	The total cost of your purchase on credit, including your downpayment of \$ 900.00 \$ 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	S/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)	\$ 22,900.00	(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	\$ 0.00	\$ 900.00 (2)
3 Unpaid balance of cash price (1 minus 2)	\$ 22,000.00	(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 \$ 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 \$ 1,917.80		
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)		
10% A 10% A \$ N/A		
10% A 10% A \$ N/A		
10% A 10% A \$ N/A		
10% MARY'S CHEVROLET PPF \$ 55.00		
UNIVERSAL UNDER LEAP \$ 420.00		
LEAP \$ 1,120.00		
H Net trade-in payoff to \$ N/A		
Total other charges and amounts paid to others on your behalf \$ 3,110.08 (4)		
5 Amount financed (3 + 4) \$ 25,200.08 (5)		
6 Finance charge \$ 1,801.22 (6)		
7 Total of payments - time balance (5 + 6) \$ 27,101.40 (7)		

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 *Nickolas C. 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 *Nickolas C. 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 *Nickolas C. 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 Date Address Title *Ass. Busby*

Creditor Signs *ST MARYS CHEVROLET* Date 4/5/2007 Co-Buyer Signs *Bryan Pyne* Title *Ass. Busby*

Seller assigns its interest in this contract to GMAC Nuvel National Auto Finance GMACAB Nuvel Credit Company.

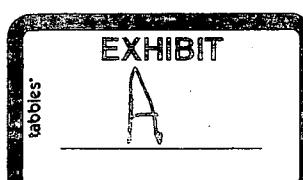
Assigned with recourse Assigned without recourse or with limited recourse

Seller *Nickolas C. Shugars* By *Bryan Pyne* Title *Ass. Busby*

2109 FR-PA 10/2005 (For Use in the State of Pennsylvania) (1 of 4) Notice: See Other Side

Copyright 2005 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. All 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.

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.

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 DISCLAIMS

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.

COMMONWEALTH OF PENNSYLVANIA
CERTIFICATE OF TITLE FOR A VEHICLE

37646

071013400007829-001

161AP14PX67666272
 VEHICLE IDENTIFICATION NUMBER

2006 | **CHEVROLET**
 YEAR | MAKE OF VEHICLE

64468518601 PY
 TITLE NUMBER

CR	BODY TYPE	0	SEAT CAP	PRIOR TITLE STATE	4/11/07	ODOM PROO DATE	001222	0
							ODOM MILES	ODOM STATUS
	4/11/07	DATE PA TITLED	4/11/07	DATE OF ISSUE	UNLADEN WEIGHT	GWR		
						GWR		TITLE BRANDS

OWNER/DRIVER
BRYAN PINE
 6746 MT RUN RD
 PENFIELD PA 15849

1ST LIEN FAVOR OF

GNAC

1ST LIEN RELEASED

DATE

BY _____

AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

GNAC

9304 UNIONVILLE ROAD
 CRANBERRY TWP PA 16066

SECOND LIEN FAVOR OF

ODOOMETER STATUS	
0 = ACTUAL MILEAGE	
1 = MILEAGE EXCEEDS THE MECHANICAL LIMITS	
2 = NOT THE ACTUAL MILEAGE	
3 = NOT THE ACTUAL MILEAGE-ODOOMETER TAMPERING VERIFIED	
4 = EXEMPT FROM ODOOMETER DISCLOSURE	
TITLE BRANDS	
A = ANTIQUE VEHICLE	
C = CLASSIC VEHICLE	
D = COLLECTIBLE VEHICLE	
F = OUT OF COUNTRY	
G = ORIGINALLY IMPORT FOR NON-U.S. DISTRIBUTION	
H = AGRICULTURAL VEHICLE	
L = LOGGING VEHICLE	
P = IS/AS 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	

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

SECOND LIEN RELEASED

DATE

BY _____

AUTHORIZED REPRESENTATIVE

ALLEN D BIEHLER

Secretary of Transportation

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

D. APPLICATION FOR TITLE AND LIEN INFORMATION

SUBSCRIBED AND SWORN
 TO BEFORE ME

NO. DAY YEAR

SWORN TO BY PERSON ADMINISTERING OATH

EXHIBIT

The undersigned jointly make application for Certificate of Title to the above described vehicle, subject to the liens herein and other legal claims set forth here.

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORIZED SIGNER

If a copurchaser 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
 NOTE, FIN REQUIRED INSTITUTION NO

2ND LIEN DATE

→ IF NO LIEN, CHECK

2ND LIENHOLDER

STREET

CITY

STATE ZIP

IF THIS IS AN ELT, CHECK HERE FINANCIAL
 NOTE, FIN REQUIRED 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) SS:

Before me, the undersigned authority, personally appeared Francis 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.

lu

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GMAC, LLC,

CIVIL DIVISION

Plaintiff,

No. 2008-2126 CD

vs.

Nickalos O. Shugars and Bryan Pyne,

PRAECIPE TO DISCONTINUE

Defendants.

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

S **FILED** 1cc + 1 cert of
11/11/2008 disc issued to
DEC 24 2008 Atty Sanders
William A. Shaw
Prothonotary/Clerk of Courts

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

GMAC, LLC,)
Plaintiff,) No. 2008-2126 CD
vs.) CIVIL ACTION -- Replevin
Nickalos O. Shugars and Bryan Pyne,)
Defendants.)

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 22nd day of December, 2008

Linda M. Schall
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

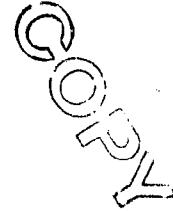
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

GMAC, LLC

Vs.
Nickalos O. Shugars
Bryan Pyne

No. 2008-02126-CD



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.

LM

William A. Shaw, Prothonotary