

In The Circuit Court for Baltimore City
CIVIL

T-2691
CR-11-3-51

In the Matter of

ERROL A. MITCHELL

VS

PROVIDENT BANK OF MARYLAND

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ERROL A. MITCHELL	*	IN THE
Appellant	*	CIRCUIT COURT
v.	*	FOR
PROVIDENT BANK OF MARYLAND	*	BALTIMORE CITY
Appellee	*	Case No. 89209043/CL100736
* * * *	*	* * * *

MEMORANDUM OPINION AND JUDGMENT

Hollander, J.

I. Background

Provident Bank of Maryland ("Provident") filed suit in the District Court for Baltimore City against Errol A. Mitchell ("Mitchell") claiming that Mitchell breached a contract with Provident for the purchase of a 1987 Honda automobile. Pursuant to the contract, Mitchell agreed to pay Provident \$13,720.20, in periodic payments.

Provident alleged: (1) Mitchell failed to make payments in accordance with the contract; (2) Provident demanded payment but Mitchell failed and refused to pay; (3) Provident attempted to repossess the vehicle, but was unable to do so, and Mitchell failed and refused to deliver the vehicle as required by the contract; (4) Provident is entitled to \$9,090.61, representing the balance due on the contract, plus attorneys' fees of \$1,363.59, as provided for in the contract.

A Show Cause Hearing was held in the District Court on October 21, 1988, at which time The Honorable Keith E. Mathews

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authorized a Writ of Replevin and a seizure of Mitchell's automobile. On November 29, 1988, the Honorable Alan J. Karlin of that court granted Provident's Motion to Convert the action to a contract action. The trial was originally scheduled for November 28, 1988, but postponed on Provident's request.

On January 9, 1989, the matter was tried before the Honorable Alan B. Lipson in the District Court. Mitchell did not appear for trial, and the court granted Provident's Motion for Entry of Judgment by Default against Mitchell, pursuant to Maryland Rule 3-509. Judgment was entered for Provident in the amount of \$9090.61, plus \$10.00 court costs, \$1,363.59 attorneys' fees, and post-judgment interest at the legal rate. On January 13, 1989, Mitchell filed a Motion for New Trial (the "Motion"). After hearings on the Motion on February 21, 1989 and March 21, 1989, the court denied Mitchell's Motion.

Mitchell appealed from the judgment entered in favor of Provident, and oral argument was scheduled in this court for December 4, 1989. Again, Mitchell did not appear.

II. Scope of Review

This is an appeal on the record. See Md. Code Ann., Cts. & Jud. Proc. Art. Sec. 12-401(d) (Cum. Supp. 1989). In appeals taken on the record from the District Court, Md. Rule 1386 provides that the appellate court:

will review the case upon both the law and the evidence but the judgment of the lower court will not be set aside on the evidence unless clearly erroneous and due regard will be given to the opportunity of the lower court to judge the credibility of the witnesses.

A reviewing court may reverse the decision of the trial court regarding a factual determination only if, on the record, it appears that its determination was clearly erroneous. Ryan v. Thurston, 276 Md. 390, 392 (1975). It is incumbent upon the appellate court to "consider evidence produced at trial in a light most favorable to the prevailing party and if substantial evidence was presented to support the trial court's determination, it is not clearly erroneous and cannot be disturbed." Id. Since the trial court is the judge of the weight to be attached to the evidence, "the appellate court should not substitute its judgment for that of the trial court on its findings of fact but will only determine whether the findings are clearly erroneous in light of the total evidence." Id.

As to questions of law, the reviewing court must determine whether legal questions were properly resolved. Thus, where the determination is one involving a conclusion of law, the clearly erroneous standard is not applicable. The Court said in Rohrbaugh v. Estate of Stern, 305 Md. 443, 447 (1986):

The lower court's interpretations of law enjoy no presumption of correctness on review: the appellate court must apply the law as it understands it to be.

III. Discussion

A claim for breach of contract is sufficient if it alleges facts which would prove a contract, plaintiff's compliance with the contract, and defendant's breach by non-performance. See

Gen. Fed. Construction, Inc. v. V.R. Thomas, Inc., 52 Md. App. 700, 705 (1982). Provident's Complaint alleged a contract between Provident and Mitchell, that Provident advanced monies to Mitchell in accordance with the terms of the contract, and that Mitchell failed to abide by the terms of the contract, resulting in monies owed to Provident under the contract as a result of the breach. There was ample evidence before the trial court to support the conclusion that the claims Provident made in its Complaint were true.¹

The Security Agreement/Conditional Sales Agreement (the "Agreement"), signed by Mitchell, sets out in detail the obligations of the parties. It is the critical document on which Provident's claim is based. The Agreement indicates that the amount financed was \$10,280.00, with a finance charge of \$3,440.20, at an annual interest rate of 12.00%.

1. On appeal, the transcript of proceedings at the trial was not provided as part of the appellate record. Mitchell failed to comply with his obligation to furnish the transcript, in violation of Maryland Rule 1326 (d)(1), which states: "In appeals to be decided on the record of the lower court, unless a copy of the transcript of testimony is already on file, the appellant shall promptly file with the clerk of the lower court for inclusion in the record a transcript of all the testimony."

At the Motion hearing, which was transcribed, the trial court explained the basis of its judgment at trial. In addition, the exhibits were made a part of the record on appeal. Since the transcript was not furnished by Mitchell, this court has relied on the exhibits as well as the trial court's statements at the motion hearing as to the basis of its decision at trial.

The Agreement further sets out the remedies available to Provident upon Mitchell's breach. It provides that if Mitchell defaulted, Provident could require that he pay immediately the unpaid balance of his obligation, including finance charges and other charges and fees due under the Agreement. Agreement at 2, paragraph 9.2. In addition, the Agreement obligated Mitchell to deliver the vehicle to Provident immediately upon default, and allowed Provident to sell the vehicle. It further obligated Mitchell to satisfy any deficiency after sale of the vehicle. Id. at 9.3. Mitchell also agreed that Provident could repossess the vehicle with or without judicial process, and without previous notice or demand for performance. Id. at 9.4. Finally, Mitchell agreed that in the event of default, he would pay all costs of collection, including attorneys' fees in the amount of 15% of all monies owed, and any court costs. Id. at 9.2.

The record also contains a copy of a statement taken from Provident's business records. The statement indicates that as of May 9, 1988, Mitchell still owed Provident the sum of \$9,090.61.

There are no facts in the record to contradict any of the trial court's findings. Moreover, Mitchell did not plead facts in defense to Provident's claim. At the trial on January 9, 1989, Mitchell failed to appear and defend himself. The trial court found that Mitchell was properly notified of the proceedings, and rejected Mitchell's later claim that he did not receive notice of the trial date. See Transcript, March 21, 1989, at 3-4, 27-28.

As to the trial court's denial of Mitchell's Motion, the Maryland Court of Appeals, in Kirsner v. State, 296 Md. 567, 570 (1983), reaffirmed that a motion for a new trial is addressed to the discretion of the trial court in civil cases, and that no appeal will lie from an order denying such a motion, at least absent a claimed abuse of discretion. In this case, the trial court conducted an extensive hearing to examine the reasons that Mitchell claimed should excuse his failure to appear at the original trial, and the defenses Mitchell claimed would merit a redetermination of the trial court's decision at a new trial. The trial court rejected all of these contentions and this court agrees as to that decision.

In sum, the trial court determined that there were sufficient facts to show a contract between the parties, that Provident complied with its obligations under the Agreement, and that Mitchell had breached his obligations under the Agreement. The record clearly supports these determinations, and this court therefore will not disturb the trial court's decision.

ORDER

Therefore, for the foregoing reasons, it is this 23rd day of January, 1990, by the Circuit Court for Baltimore City,

ORDERED that the judgment of the District Court in favor of Appellee be, and the same hereby is, AFFIRMED.

Costs to be paid by Appellant.

Ellen Hollander

Ellen L. Hollander, Judge

cc: Mr. Errol A. Mitchell
1200 L Windsail Road
Baltimore, Maryland 21221

Michael Botsaris, Esquire
Attorney for Appellee
345 North Charles Street
Balitmore, Maryland 21201

PRESIDING JUDGE

COURTROOM CLERK

STENOGRAPHER

ASSIGNMENT FOR MONDAY DECEMBER 04, 1989

CASE NUMBER - 89209043
CASE TITLE - MITCHELL VS PROVIDENT BANK CL100736 CL
CATEGORY - APPEAL FROM DISTRICT COURT - ON RECORD (REVIEW FACTS FROM DIST CT
PROCEEDING - COURT TRIAL - FAST TRACK

MITCHELL, ERROL A
BOTSARIS, MICHAEL

PLAINTIFF
PLAINTIFF ATTORNEY

*Appellant failed to appear @ 10:07 A.M. & 11:00 12 AM.
Argument taken from Appellee.
Sub curia.*

TYPE OF PROCEEDING: (___) JURY (___) NON-JURY (___) OTHER

DISPOSITION (CHECK ONE)

- (___) SETTLED (___) CANNOT SETTLE (___) NEXT COURT DATE
- (___) VERDICT (___) REMANDED (___) NON PROS/DISMISSED
- (___) JUDGEMENT NISI (___) ORDER/DECREE SIGNED (___) OTHER
- (___) JUDGEMENT ABSOLUTE (___) ORDER/DECREE TO BE SIGNED PLEASE EXPLAIN:
- (___) POSTPONED (___) MOTION GRANTED
- (___) SUB CURIA (___) MOTION DENIED

JUDGE SIGNATURE Allen Hollander DATE 12/4/89



**CIRCUIT COURT FOR BALTIMORE CITY
CIVIL DIVISION**

Room 462 Court House East
111 N. Calvert Street
Baltimore, Md. 21202

SAUNDRA E. BANKS,
Clerk

General Information (301) 333-3700
Law (301) 333-3711
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Case Reception (301) 333-3709

Case Number 89209043/CL100736

ERROL A. MITCHELL

PROPER PERSON
1200 L WINDSAIL ROAD
BALTIMORE, MD. 21221

Appellant

Attorneys for Appellant

VS.

PROVIDENT BANK OF MARYLAND

MICHAEL BOTSARIS, ESQ.
345 NORTH CHARLES STREET
BALTIMORE, MD. 21201

Appellee

Attorneys for Appellee

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STATE OF MARYLAND,

I HEREBY CERTIFY, That on the 28TH day of July Nineteen Hundred and EIGHTY-NINE, I received from the Clerk of the District Court of Maryland, District

No. 1, located at Baltimore City, Original Papers and Transcript of Testimony in the above entitled case.

MAILED: 7/31/89

SAUNDRA E. BANKS, CLERK
CIRCUIT COURT FOR BALTIMORE
CITY

NOTICE TO COUNSEL

Requests by counsel for Oral Argument shall be filed with the Clerk of the Appellate Court WITHIN TEN (10) DAYS AFTER THE FILING OF THE TRANSCRIPT OF TESTIMONY, otherwise the Appeal will be decided without Argument, unless the Court requests Argument.

(2)

IN THE DISTRICT COURT FOR BALTIMORE CITY

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PROVIDENT BANK OF MARYLAND

VS

CASE NO. 16386-88

ERROL A. MITCHELL

The above captioned case was before
the Court on March 21, 1989

BEFORE:

The Honorable Alan Lipson

APPEARANCES:

Michael Botsaris, Esquire
(for the Plaintiff)

Errol Mitchell
(in Proper Person)

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<u>WITNESS</u>	<u>DIRECT</u>	<u>CROSS</u>	<u>REDIRECT</u>	<u>RE CROSS</u>
Errol Mitchell	6	19	27	30
Darlene Cartright	32	37		
Robert McJolten	39	41		

Plaintiff's Exhibit Number One.....32

No Defendant's Exhibits

P R O C E E D I N G S

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CLERK: CV case number 16386-88 Provident Bank of Maryland versus Errol A. Mitchell.

MR. BOTSARIS: Good morning, Your Honor, Michael Botsaris on behalf of the Plaintiff, Provident Bank. Your Honor, this matter has been reset specially before you, the continuation of a motion for a new trial filed by the Defendant.

COURT: Okay, this case was before me on January the ninth of this year, uh, Mr. Mitchell did not appear at that time, I was satisfied that he was notified to be here and I entered the judgment in the amount of \$8680.65, plus prejudgment interest of \$409.96 totaling \$9090.61 costs then were \$10.00. Attorney's fee provided by the contract, \$1,363.59. He was then notified that the judgment had been entered. On January the thirteenth he wrote a letter to the Court in reference to the case in which he says I wish to make a motion for a new trial, I did not receive a new trial date that was set for the ninth of January, as recorded on the judgment, enclosed is a copy of the postponement date, that I received and knew about. And I had that presented to me on January 26th, and I requested that we reschedule or schedule for a hearing on the motion that was earlier a February 21 date--date that was changed

1 to today, again looking through the folder, I am satisfied
2 that the folder contains a copy of our standard trial
3 hearing notice which was mailed on November the thirtieth,
4 for a trial date of January the ninth, and was sent to the
5 Defendant at his given address, unless the mails didn't
6 work, or someone purposely kept him from getting the
7 document, uh, I was satisfied that he knew to be here in
8 court on that date. Okay sir, you filed the motion, all
9 right, suppose you tell me why I should grant you a new
10 trial.

11 MR. MITCHELL: Well, we were here before Your
12 Honor, and you postponed the date.

13 COURT: Beg Pardon?

14 MR. MITCHELL: We were here back in February, and
15 you postponed the date. You said you were satisfied after
16 the postponement, we were in court.

17 COURT: Let's see what the other documentaries
18 show.

19 MR. BOTSARIS: Your Honor, you postponed it...

20 COURT: Continue hearing on motion for new trial,
21 reschedule a motion on merits before Judge Lipson, continue
22 hearing on motion for new trial, reschedule on motion and
23 merits before Judge Lipson, February 21st. Okay, you were
24 here, continue hearing on motion for new trial, reschedule
25 on motion and merits before Judge Lipson, yes.

1 MR. BOTSARIS: If I could just address the issue
2 of why it was continued, it was the allegation made by Mr.
3 Mitchell that the car was repossessed back in April of
4 1988; it was our contention that the car has just recently
5 been repossessed in February...

6 COURT: Had I granted this motion at that time?

7 MR. BOTSARIS: No.

8 COURT: Cause my docket entry does not show that.

9 MR. BOTSARIS: No, you wanted Mr. Mitchell to
10 bring in proof that the car was repossessed back in
11 eighty-eight, so he would have some sort of defense to the
12 merit hearing which we alleged he did not have any defense
13 to. Anyway, so we have witnesses here today prepared to
14 show that the car was not picked up until February as
15 opposed to April when Mr. Mitchell claimed it was picked
16 up. That's the issue that is still unresolved with regard
17 to the motion for new trial.

18 COURT: Okay, thank you for--cause my docket
19 entry does not have all of this information.

20 MR. BOTSARIS: I understand.

21 COURT: Unfortunately there are just too many
22 cases that pass through here everyday to remember each one,
23 thank you. Okay, sir do you agree that that's the open
24 issue?

25 MR. MITCHELL: Yes, Your Honor.

1 COURT: All right, the issue is when was your car
2 actually picked up, okay.

3 MR. MITCHELL: That's not--okay, they claimed
4 they didn't have the car, period. And, you know, we're
5 saying that they had--they do have the car and then picked
6 it up when they, you know, the date when they picked it up.

7 COURT: All right you were going to get proof to
8 show when the car was picked up.

9 MR. MITCHELL: Okay.

10 COURT: I take it you've done that?

11 MR. MITCHELL: Right.

12 COURT: All right, I expect since we're going to
13 take testimony that we should do it under oath, all
14 witnesses who will testify, please raise your right hand.

15 WITNESSES SWORN

16 COURT: All right, you are the moving party, Mr.
17 Mitchell, which means you have to prove to me that you are
18 entitled to the relief that you are seeking, All right, now
19 the issue as you understand it, when the car was picked up
20 At the moment suppose you present whatever evidence you
21 have that shows when the car was picked up.

22 MR. MITCHELL: Okay, Your Honor, what happens--
23 before I present my evidence to you--what I--sort of
24 refresh your memory on what transpired the last time we
25 were here.

1 COURT: Okay.

2 MR. MITCHELL: Okay, um, I spoke--well I tried to
3 get a hold of Tanya Little, and I also tried to get a hold
4 of Mr. Reeve, who spoke to me at Provident Bank told me
5 that they had the car on April of last year, okay.

6 COURT: It's starting to come back, I told both
7 of you that I would not pinpoint specific responsibility,
8 but both of you should make an effort to get in touch with
9 this person who I was told no longer works for...

10 MR. BOTSARIS: That's correct, Your Honor.

11 MR. MITCHELL: I tried diligently Your Honor, to
12 get a hold of them but I could not get any information,
13 Provident Bank would not give me any information on either
14 of them I spoke with Ms. um,...

15 COURT: Information as to what?

16 MR. MITCHELL: Where I can locate Mr Reeve or
17 Ms. Little, they told me I am not an employer so they could
18 not give me any information whatsoever, as those are
19 confidential.

20 COURT: Okay, all right.

21 MR. MITCHELL: Okay, and I tried to--okay--give
22 them the specifics of the case, but it didn't make any
23 difference.

24 COURT: Who did you speak with?

25 MR. MITCHELL: Carol Stevens.

1 COURT: Okay.

2 MR. MITCHELL: Okay, I have her number and
3 everything.

4 COURT: Did you tell Ms. Stevens that I had told
5 both Provident and you that that person should be produced
6 in Court.

7 MR. MITCHELL: Yes, I did. They said well it
8 doesn't matter cause I'm not an employer and that's the
9 only people they can supply the information to.

10 COURT: Okay.

11 MR. MITCHELL: And, you know, they were supposed
12 to attempt to try to get them, you know, I don't know what
13 their efforts were.

14 COURT: Okay, we'll deal with them shortly, okay,
15 so you could not get any information from the bank as to
16 the whereabouts of Mr. Reeve.

17 MR. MITCHELL: Right.

18 COURT: Okay, then what happened?

19 MR. MITCHELL: Okay, um, but Ms Little did tell
20 me that they had the car Mr. Reeve did tell me that they
21 had the car...

22 COURT: When was this?

23 MR. MITCHELL: Back in April when they had the
24 car repossessed, okay..

25 COURT: April--give me the date April...

1 MR. MITCHELL: April the 24th, Your Honor, April
2 the 24th of 1988.

3 COURT: All right, you spoke to whom?

4 MR. MITCHELL: Tanya Little, she was the one who
5 told me that they had the car.

6 COURT: Tanya Little is--again, refresh my
7 recollection.

8 MR. MITCHELL: Okay, she was um, I think she was
9 in collections.

10 COURT: Okay, Tanya Little and who else what was
11 the other person?

12 MR. MITCHELL: George Reeve.

13 COURT: George Reeve.

14 MR. MITCHELL: Right.

15 COURT: They both worked for Provident.

16 MR. MITCHELL: Yes, sir.

17 COURT: Where?

18 MR. MITCHELL: Provident Bank of Maryland.

19 COURT: I know, which Branch, or which uh,
20 location?

21 MR. BOTSARIS: They're in the collection
22 department.

23 MR. MITCHELL: they're in the collection
24 department.

25 COURT: They both told you that they had the car?

1 MR. MITCHELL: Right, on different occasions.
2 They even tried to tell me to come and--I asked them how
3 much it is to repossess--to come back and get the car, and
4 they told me how much it was, Your Honor, and Mr. Reeve,
5 um they told me how much it was to get the car, and I asked
6 her what was the charge, and Mr. Reeve told me that there
7 were additional charges the repossession fee and all that
8 stuff, and I asked him how much it was, he told me he did
9 not have the file in front of him, he'll have to get those
10 information and get back to me, and he never did, I tried
11 to get him on several occasions and they kept telling me
12 you know he was never there or couldn't get a hold of him
13 for some reason whatsoever, and Mr. Reeve was supposedly
14 Ms Little's boss or supervisor.

15 COURT: Now, when was the last time you saw the
16 car and where?

17 MR. MITCHELL: I haven't seen the car since, Your
18 Honor.

19 COURT: Since when?

20 MR. MITCHELL: Since it was towed in February, in
21 March--in April, eighty-eight.

22 COURT: From where?

23 MR. MITCHELL: It was towed from Randallstown,
24 where I work.

25 COURT: From where?

1 MR. MITCHELL: Liberty Road.

2 COURT: All right, give me the address.

3 MR. MITCHELL: Um, I don't have exactly, um what
4 was my old address, um, it's my old work address, Your
5 Honor.

6 COURT: Is this in Randallstown?

7 MR. MITCHELL: Right, it's in Randallstown,
8 right.

9 COURT: And what's the date, April the 24th?

10 MR. MITCHELL: Right.

11 COURT: Did you see who towed it?

12 MR. MITCHELL: It was a--well, I saw the truck, I
13 didn't get the tag number and everything off the vehicle,
14 it's a red tow truck, Your Honor, and I...

15 COURT: And where were you at the time it was
16 being towed?

17 MR. MITCHELL: I was at work, Your Honor.

18 COURT: So you didn't see it yourself?

19 MR. MITCHELL: I saw it, somebody called me, Your
20 Honor, I parked it in front of my friend's okay, and they
21 called me told me someone was towing my vehicle away, and
22 they called me I came out and looked and I could not get
23 all the information off the vehicle, and they didn't get it
24 all either, Your Honor.

25 COURT: Well, did you actually see it or are you

1 relying on what this person told you?

2 MR. MITCHELL: No, I saw the car on the tow
3 truck, Your Honor, with my--see, I had Connecticut tags on
4 the car, okay, they were blue tags and they were different
5 from Maryland tags, and I knew my car, I had a Canadian
6 sticker on the back of it, and I saw it precisely, I knew
7 why--I didn't get the tag number off the tow truck.

8 COURT: Where was it that you saw it?

9 MR. MITCHELL: Okay, I saw it when the tow truck
10 came out of the parking lot with the car on it.

11 COURT: Did you ask anybody what's going on?

12 MR. MITCHELL: Well, I talked to Tanya Little,
13 Your Honor...

14 COURT: Did you ask anybody in the truck what the
15 story was?

16 MR. MITCHELL: I didn't get a chance to talk to
17 anybody...

18 COURT: Did you get a name of the towing agency?

19 MR. MITCHELL: No, I didn't, Your Honor.

20 COURT: I see, was it...

21 MR. MITCHELL: Well, yeah I did get some
22 information, Your Honor, it was some place down uh, he had
23 got some information for me.

24 COURT: You saw it yourself, did you get the
25 information?

1 MR. MITCHELL: No, I didn't get the information,
2 Your Honor, no.

3 COURT: Did you write down the name of the towing
4 company?

5 MR. MITCHELL: Okay...

6 COURT: Did you write down the tags?

7 MR. MITCHELL: I didn't see those, I didn't
8 see--I didn't get the name of the company, there was no
9 number on the side of the truck, Your Honor, when he came
10 around, okay, there was just a red truck, somebody got some
11 information for me, and I said I'm not going to rely on the
12 information that somebody got for me, I gave them the
13 information that I got and they checked it, okay...

14 COURT: Who is they?

15 MR. MITCHELL: These folks, these guys. Okay, I
16 gave them the name of the tow truck and the company and all
17 that stuff that people had given to me.

18 COURT: Okay.

19 MR. MITCHELL: Okay, but they claim it was some
20 other place out of town, but Ms. Little is the one who told
21 me that they had the car because I called her and she said
22 yes they had the car, as a matter of fact, Your Honor, this
23 is a copy--these guys came and February the sixth of this
24 year and they said they had my car and they had my car
25 since April that they towed my car, okay, the guy called me

1 on the phone, and he told me they had my car, and my car
2 had been there for storage since April, okay, I tried to
3 get his phone number he didn't give me the phone number, he
4 give me a beeper number, okay, and he was coming to collect
5 \$1300.00 for the automobile, okay, he wants cash only, I
6 told him no, I wouldn't do that, I would give him a check.

7 COURT: What was the basis for his request?

8 MR. MITCHELL: Well, he says he had my car in
9 storage, and he was going to salvage the car, the car was
10 supposed to be salvaged and he's saving me the..

11 COURT: Well, by whose order did he say that he
12 had your car in storage?

13 MR. MITCHELL: Pardon?

14 COURT: Who was he holding the car for?

15 MR. MITCHELL: Provident Bank, Your Honor. He
16 gave me a card, Your Honor, he wants to deliver my car, he
17 came out, okay I told him to bring the car, I told him I
18 was going to pay the money. Okay, what I wanted to do, I
19 wanted him to come on down, so I could get his truck and
20 tag number and his dealer number and trace that stuff, when
21 he came, he came without the car, I called the police,
22 okay, because I didn't want him to start any problems or
23 any fight, so I called the police, Your Honor, so when they
24 get there I could get them to get his information so at
25 least I could have it in Court, when I came to court, but

1 the police came, and I kept the guy there and I told the
2 officer that they had my car and I wanted to know who-you
3 know, he told me Provident Bank, you know, had given him
4 authorization, since then, then when I came to Court after
5 that, these guys were telling me something else, so I made
6 sure I called the police, now he gave me a card, okay, he
7 gave me the wrong information, I want to get his
8 information, I didn't get it. The officer wouldn't let him
9 give me information the card was enough, it was a business
10 and it had a number a phone number and an address on there,
11 it was not stolen, I called the number and there was nobody
12 there, there was no phone number it was incorrect cause
13 they're not listed in the phone book, Your Honor, the
14 officer, I called the officer back, she gave me her
15 information and she says well, you know, these people were
16 really a hoax and--but he had authorization from the bank
17 but I couldn't get a hold of him to come into Court, and he
18 gave me his card.

19 COURT: Well the only reason you say he had
20 authorization, is because he told you this...

21 MR. MITCHELL: Sure, and he had my car.

22 COURT: The same gut who perpetrated the hoax is
23 the one who was giving you this information?

24 MR. MITCHELL: Right, he gave me all this
25 information, and said he got it from...

1 COURT: He said he was authorized, so you're
2 relying on that and that alone as the basis for uh,
3 claiming that the bank was the one which authorized the
4 repossession or the pickup.

5 MR. MITCHELL: What really confirms everything,
6 Your Honor, he--the same date he told me--the car was
7 towed, that's the same date he told me he had the car for
8 storage.

9 COURT: I understand, I understand, but the point
10 is uh, I think the issue may be--did uh, the bank authorize
11 this pickup, you say Ms. Little said yes, Mr. Reeve said
12 yes...

13 MR. MITCHELL: Yes.

14 COURT: This guy who perpetrated the hoax said
15 yes, okay, all right, but you haven't been able to get the
16 driver's name or...

17 MR. MITCHELL: I couldn't...

18 COURT: Establish his location.

19 MR. MITCHELL: He gave me a card, Your Honor, and
20 the off...

21 COURT: I understand.

22 MR. MITCHELL: The officer that was there--she
23 the information--cause I tried to get his information so I
24 could have him in the Court cause he has the car, okay and
25 the officer said the card was good enough, the officer's

1 information--she stapled on there, okay, I called her--it's
2 the County Police--she came out and she got a card herself
3 and she came in my house and, you know, she called on the
4 radio and we didn't get a tag or anything, he didn't bring
5 his tow truck out or anything, Your Honor, he just came and
6 he gave me his card, and he gave me a beeper number...

7 COURT: Did he give you a bill?

8 MR. MITCHELL: No, Your Honor, he wouldn't do
9 that, and he showed the officer the information that he
10 had, he wouldn't let me see it because he didn't want me to
11 know where the car was, he said the car was stored in Mount
12 Airy and Mount Airy is Frederick, and he had been having it
13 there on the lot and he was supposed to have salvaged it
14 several months ago, you know, so he asked me to come and...

15 COURT: When was this conversation?

16 MR. MITCHELL: The second--the sixth of February,
17 Your Honor.

18 COURT: Of this year?

19 MR. MITCHELL: Yes sir. And he said well, he had
20 --well they had authorized me to sal...get the car salvaged
21 because they couldn't get the title to the car, cause I was
22 on the car--you know, I was part owner and Provident was
23 part owner of the car, so he said we're going to salvage
24 it, and they're about to salvage it, and if I didn't come
25 and get it, Provident was going to salvage it if I didn't

1 come and get it. Not sold it, salvage it, and I said they
2 can't--I tried to get all the information from him, but I
3 couldn't get it, I mean I even called the police, and you
4 know he talked so much and the cops just let me accept the
5 card as it was.

6 COURT: Okay...

7 MR. BOTSARIS: May I see that card, Your Honor?

8 MR. MITCHELL: All that information on there is
9 incorrect, Your Honor, there's no number, no listing in the
10 phone book, nothing close to that. I have a beeper number
11 for him, you know.

12 COURT: Anything else?

13 MR. MITCHELL: I'm requesting that, you know, the
14 fact that I had authorization from Ms. Little, I've spoken
15 to her on several occasions okay, she told me they had the
16 car, she had no reason to lie to me, Your Honor, Mr. Reeve
17 told me they had the car, he had no reason to lie to me,
18 Your Honor, he told me that I--how much I had to pay for
19 the car with repossession fee that--he never got back in
20 touch with me. Okay, um, I didn't choose not to pay for the
21 car in the first place, I had problems, Your Honor, I was
22 sick, and I was unable to pay for the car, the job that I
23 did--and I had to have a car, um, they entered...

24 COURT: Sir, the fact that you're sick, is
25 unfortunate and I'm sure--you certainly have my sympathy,

1 but that doesn't change the terms of the contract, unless
2 there is some provision in there that says if you're sick
3 you know, you have insurance to pick it up in the event
4 that you can't pay or there is some specific provision that
5 you don't have to pay if you're sick. Unless that's in the
6 contract, uh, you could have problems.

7 MR. MITCHELL: I understand but they have given
8 me--Ms. Little--I had always talked to and she told me it
9 was okay keep the car because I had a settlement that I was
10 supposed to go and make the money--make the payments after
11 my settlement, you know, they came and took the car before
12 that, Your Honor. Okay, I didn't get the money, okay, I
13 went out and I bought another car as a result, Your Honor,
14 as a result of entering judgment against me or giving me a
15 bad credit rating, I couldn't get a car, Your Honor, but I
16 went out and had somebody co-sign for me and I got a car.
17 Right now it's--you know, my credit is messed up as a
18 result, Your Honor, and I didn't choose to do that, it's
19 not something that could have happened if they had held to
20 their agreement they had made with me, okay.

21 COURT: Okay, question sir, Counsel?

22 CROSS EXAMINATION

23 MR. BOTSARIS:

24 Q: A few questions. Mr. Mitchell, you said that
25 your car was picked up at work; is that correct?

1 A: Sure.

2 Q: Where were you working?

3 A: On Liberty road.

4 Q: What type of place was that?

5 A: All right it's a shopping center area where I
6 work.

7 Q: But was it a store? What, you parked your
8 car?

9 A: Sure, I parked my car.

10 Q: You were working there?

11 A: Right.

12 Q: Where were you working, what store?

13 A: I was working at Century 21 Associated.

14 Q: The real Estate?

15 A: Yes, I do.

16 Q: Okay, and you said that someone saw your car
17 being towed and they came and got you; is that correct?

18 A: Right.

19 Q: Who was the one who told you your car was
20 being towed?

21 A: Mr. Neville Thorpe.

22 Q: Who?

23 A: Neville Thorpe, he's not here, he's in
24 Jamaica somewhere, he went back, he was c--he's a friend of
25 mine, yes.

1 Q: Did he work there as well?

2 A: No, he lived at Liberty Road.

3 Q: He didn't work there?

4 A: No, he did not work at Liberty Road, no.

5 Q: What was he doing there?

6 A: He is a friend of mine, what happened, Your
7 Honor, I didn't park my car in front of the building, I
8 parked my car over in the apartment complex across from
9 Century 21...

10 Q: So it wasn't in the parking lot?

11 A: He was--he borrowed my car and he was driving
12 my car.

13 Q: Who was borrowing your car?

14 A: Mr. Thorpe.

15 Q: Mr. Thorpe?

16 A: Right.

17 Q: Was driving your car?

18 A: Right. he was driving my car plus, Your
19 Honor, one other reason I parked it over there, I--he
20 wanted to use my car I asked him to watch my car for me,
21 because I had a prior incident where they came to tow my
22 car, okay, they came to tow my car and I got in my car, the
23 same--about a week before, I got in my car because I had
24 talked to Ms. little, and she says it's okay, she kept me
25 on the phone, Your Honor, and called the tow truck company,

1 I was home; I looked out the window when they came to tow
2 the car, and I says why are you towing my car, and they go
3 I was authorized by Ms. Little to tow the car, I says I
4 just finished talking to her, she had me on the phone
5 talking to her, as a matter of fact, she says well, she
6 called in while I was talking to her, to come and pick the
7 car up and she was telling me some other story inside and
8 out, so I got in the car and the guy didn't tow the car he
9 said wait till Monday morning. Monday morning when I went
10 to work, I had to go to work that morning, Your Honor, and
11 I drove the car...

12 Q: You drove the car or your friend drove the
13 car?

14 A: I drove the car and I parked it over there,
15 because he wanted to use the car, okay, he didn't use the
16 car, he didn't get a chance to use the car, okay and I
17 asked him to watch it when he comes back because what I
18 normally do, I normally park the car in front of the
19 building where I work so I could see it...

20 MR. BOTSARIS: You asked him to watch it because
21 you knew Provident Bank was trying to get it; is that
22 correct?

23 A: Well I know...yes, yes, They didn't tell me
24 they were going to repossess it she did not tell me she was
25 going to repossess it Your Honor, okay, but I parked it

1 over there because he wanted to use the car...

2 Q: So you hid it in the apartment so he could
3 use it, and Provident Bank could not find it.

4 A: I did not hide the car, he wanted to use it
5 Your Honor.

6 Q: Why didn't you park it in the parking lot
7 right in front of where you work, what difference does
8 it--does he live over there?

9 A: Sure he does.

10 Q: What was his address?

11 A: I don't have his address, he lives right over
12 in the apartments over there, I think it's--it's right off
13 of Liberty Road, the apartments right over there, I don't
14 have his correct address with me, Your Honor.

15 MR. BOTSARIS: Your Honor, this story's been
16 going around for the last six months and getting more
17 ridiculous.

18 COURT: Well, Mr. Botsaris, this is a hearing...

19 MR. BOTSARIS: I understand.

20 COURT: And we're going to conduct it like one.

21 MR. BOTSARIS: Let me get back to the questions.

22 COURT: Then get back to your examination.

23 MR. BOTSARIS:

24 Q: This friend who witnessed the towing, he's
25 out of the Country now?

1 A: Right, he sure is.

2 Q: How long has he been out of the Country?

3 A: He's been out since December.

4 Q: Since December?

5 A: Right.

6 Q: Is he planning on coming back?

7 A: Yes, he does.

8 Q: When is that?

9 A: I don't know, he had a death in his family he
10 was supposed to come back, I don't know.

11 Q: Isn't it true, Mr. Mitchell, at the first
12 hearing we had when you were here at the first show cause
13 hearing, you said that Mr.--what is his name?

14 A: Neville Thorpe?

15 Q: Mr. Neville Thorpe would be back some time in
16 December at which time you would produce him to be a
17 witness for you?

18 A: No, I told you--he left in December, he left
19 in December.

20 Q: Isn't it true that in October 21st, 1988 you
21 appeared at a hearing do you recall that, October 21st,
22 1988, being here on a hearing?

23 A: Mm-hmm.

24 Q: That was the show cause hearing (unclear)

25 A: Mm-hmm.

1 Q: And at that time you said that Mr. Neville
2 Thorpe saw the car being towed?

3 A: Sure.

4 Q: And you said that he would be back by
5 December.

6 A: No, I did not say that. I did not say that.

7 Q: All right, back to your conversation with Mr.
8 Reeve and Ms. Little, um, Your Honor had asked us to try
9 to get a hold of Mr. Reeve and Ms. Little um, I believe
10 the Judge had asked you to work with us in trying to get in
11 touch with Mr. Reeve.

12 MR. MITCHELL: Mm-hmm.

13 MR. BOTSARIS: If you would have called me...

14 COURT: No, my specific uh, request was that
15 either, I don't care who produces them but I think they
16 should be produced.

17 MR. BOTSARIS: That's correct, Your Honor, Mr.
18 Mitchell testified that he tried through the bank to get a
19 hold of him and wasn't given any information.

20 COURT: No, tried to get the information as to
21 where they are located and he said the bank would not give
22 him the information.

23 MR. BOTSARIS: That's correct, um, Mr. Mitchell
24 did not come to me or to Mr. McJolten in an effort to get
25 that information, cause we would have gladly given it to

1 him. We did our own investigation to attempt to get Mr.
2 Reeve here and Ms. Little here, uh, Mr. Reeve is no
3 longer working for the Bank and would not voluntarily
4 appear without a subpoena, he did however sign an
5 affidavit.

6 COURT: Did you request a subpoena?

7 MR. BOTSARIS: No, Your Honor; we did not.

8 COURT: Why?

9 MR. BOTSARIS: We did request an affidavit, the
10 reason we did not request a subpoena was because Mr. Reeve
11 did not have any personal knowledge of this case. Uh, I'd
12 like to submit at this time, an affidavit of Mr. Reeve's
13 saying that this was just one of many cases that he
14 handled, he had no specific knowledge of speaking with Mr.
15 Mitchell and had no uh, personal or specific knowledge of
16 this particular case. We do have an affidavit and I'll show
17 it to Mr. Mitchell, and I'd like to present it to the
18 Court.

19 MR. MITCHELL: Your Honor, I would like to know
20 if Mr. George Reeve is not working for Provident Bank why
21 is his information on Provident's paper?

22 MR. BOTSARIS: Your Honor, we prepared the
23 affidavit.

24 COURT: Okay, that's the explanation, all right?
25 Now, as to the uh, Ms. Tanya Little?

1 MR. BOTSARIS: Ms. Little is out of the state,
2 and we have been unable to locate her at all.

3 COURT: She no longer is an employee of the bank?

4 MR. BOTSARIS: She has not been employed for
5 quite sometime. Now, Your Honor, with regard to the
6 repossession of the vehicle, uh, I have with us today Ms.
7 Darlene Cartright who is an employee of Nationwide Recovery
8 who does most of Provident Bank's repossession work, she
9 has knowledge of the facts of this case, and I would like
10 to present some testimony from her as to uh, Nationwide
11 Recovery's...

12 COURT: You'll be given that opportunity, uh,
13 assuming now that the Defendant in this case has presented
14 all of his information.

15 MR. BOTSARIS: I have no other questions for the
16 Defendant.

17 COURT: Do you have any other information that
18 relates to this matter? Right now the matter is whether I
19 should grant a new trial, a judgment has already been
20 entered against you, and I'm satisfied that there was a
21 notice sent by the Court to your last address, sir, and you
22 were given an opportunity to be here in January when
23 everybody else was here. Let's address that specifically,
24 what can you tell me about that?

25 MR. MITCHELL: Okay.

1 COURT: On January the ninth, is when the
2 judgment was entered against you. At that time, uh, I was
3 satisfied that you were notified to be here, there is a
4 notice--standard court form in the folder which indicates
5 that the notice was sent to you, sufficient time, ample
6 time for you to have received it, which notifies you of the
7 January ninth trial date, can you address that issue, sir?

8 MR. MITCHELL: Like I said, Your Honor, I was
9 home, I didn't receive any information whatsoever, I don't
10 know if somebody--I don't know how it could have happened,
11 I just never received--I don't know if they had anything in
12 --happened in the mail being detoured or whatever, I did
13 not get that information whatsoever, or else I would have
14 been here, Your Honor, I would have been here Your Honor, I
15 mean my credit is messed up as a result of that, I would
16 like to have that straightened out, and that's one of the
17 major reasons...

18 COURT: I know you'd like to sir, I frankly
19 cannot predict the outcome uh, it may still be very much
20 messed up when all is said and done, okay? There's no
21 guarantees, I don't even know if you're entitled to a new
22 trial, that's what I'm probing at the moment.

23 MR. MITCHELL: Yes, well, they even said that
24 they have the car today, and he would not--I spoke to
25 Darlene, who is Darlene? Is that Darlene? I spoke to

1 Darlene, when Ms. Little was there I spoke to Darlene.
2 Okay, and she got Darlene on the phone while I was there
3 and Darlene admitted that they had the car.

4 COURT: When was this sir?

5 MR. MITCHELL: That was back in--when they
6 repossessed the car, the second the day after they
7 repossessed the car, the twenty fifth, about the twenty
8 fifth.

9 COURT: February of nineteen eighty-eight?

10 MR. MITCHELL: No, not February.

11 COURT: April, I'm sorry.

12 MR. MITCHELL: April, right.

13 COURT: April the twenty eighth. And who
14 admitted...

15 MR. MITCHELL: Darlene--well someone came on the
16 phone, because Ms. Little got Darlene on the phone okay,
17 and she said yes, they had the car.

18 MR. BOTSARIS: Your Honor, we have Darlene here
19 today...

20 COURT: All right, well Darlene will get a chance
21 to testify, anything else you want to tell me?

22 MR. MITCHELL: Not at this point, Your Honor.

23 COURT: Okay, now it would be the Plaintiff's
24 opportunity to present evidence on the motion.

25 MR. BOTSARIS: Your Honor, I've got a quick

1 question for Mr. Mitchell.

2 RECROSS EXAMINATION

3 MR. BOTSARIS:

4 Q: What's your current address, Mr. Mitchell?

5 A: It's 1200 L Windsail Road.

6 Q: Baltimore?

7 A: Baltimore, Maryland, 21221

8 Q: What's the address?

9 A: Baltimore, Maryland, 21221.

10 Q: Okay, is this your correct--I'm sorry Your
11 Honor, I have to back up because I just received a new
12 piece of evidence here. Is this your current address?

13 A: Sure.

14 Q: That's your current address?

15 A: Sure.

16 Q: Is there any reason why this would have been
17 returned unclaimed? Certified mail?

18 A: I don't know.

19 Q: Your Honor, I'd Like to present a recent uh,
20 a recent letter sent to Mr. Mitchell from Provident Bank,
21 concerning redemption of the vehicle, it was sent right
22 after we repossessed in February, it was sent to his
23 address as he stated 1200 L Windsail Road, Baltimore,
24 Maryland, we have just received it back as unclaimed, same
25 address.

1 MR. MITCHELL: Your Honor, I have a copy of that,
2 Your Honor.

3 COURT: Did you send a copy by regular mail as
4 well?

5 MR. BOTSARIS: That's correct.

6 COURT: Well, unclaimed, as we all know, can
7 result from a person being notified that uh, the Post
8 Office is holding a piece of mail for them and they, for
9 whatever the reasons, choose not to go and pick it up.

10 MR. BOTSARIS: I understand, Your Honor, I just
11 wanted to point out that we had the correct address.

12 COURT: That can be unclaimed, that's--that's all
13 that uh...

14 MR. MITCHELL: I have a copy, Your Honor.

15 COURT: He had a copy which was sent by regular
16 mail. All right, end of that line of inquiry, next.

17 MR. BOTSARIS: Your Honor, we first would like to
18 introduce the affidavit of Mr. Reeve. For whatever it's
19 worth.

20 COURT: Well, I have to decide whether, under the
21 circumstances, uh, it ought to be admitted at all. I am
22 going to admit it, I'll admit it as uh, Plaintiff's one,
23 today's hearing. Essentially it says I have no specific
24 recollection um, and no knowledge, and I'm not surprised.
25 I'm not sure that would have changed uh, had the gentleman

1 been brought to Court, so I will allow the affidavit, only
2 for the purpose of today's motion hearing. Okay, call your
3 witness.

4 (Plaintiff's Exhibit Number
5 One, Entered and Received)

6
7 MR. BOTSARIS: Next, Your Honor, Plaintiff calls
8 Ms. Darlene Cartright (phonetic). Since she's already been
9 sworn in, is it okay if she testifies from here, Your
10 Honor?

11 COURT: As long as she keeps her voice up.
12 Whereupon,

13 DARLENE CARTRIGHT
14 was called as a witness on behalf of the
15 Plaintiff, and having been sworn was examined and testified
16 as follows:

17 DIRECT EXAMINATION

18 MR. BOTSARIS:

19 Q: Ms. Cartright could you please state your
20 full name and address for the record, please?

21 A: Darlene Frances Cartright, 1636 Setock
22 Street, Baltimore, Maryland, 21226.

23 Q: Ms. Cartright where are you employed?

24 A: Nationwide Auto Recovery.

25 Q: And what position do you hold there?

1 A: Manager.

2 Q: Okay, how long have you been employed there?

3 A: Five Years.

4 Q: And uh, Nationwide Recovery does uh, most of
5 the repossession work for Provident Bank; is that correct?

6 A: (unclear)

7 Q: Do you recall the case involving Mr. Errol
8 Mitchell?

9 A: Very well.

10 Q: Were you contacted by Provident Bank to
11 repossess that vehicle?

12 A: In April of eighty-eight.

13 Q: Okay, can you describe the attempts that have
14 been made to repossess that vehicle, and when the vehicle
15 was ultimately repossessed by Nationwide Recovery?

16 A: Okay, Tanya Little and I worked real close
17 together on this account so I had a lot of trouble with it,
18 at one point Mr. Mitchell jumped in the car when my men
19 could not hook up to the car to repossess; it they had to
20 leave it. One time he caused a disturbance; my men had to
21 leave it. One time he actually had it hooked up when Mr.
22 Mitchell's head popped up out of the back seat; he was
23 actually sleeping in the car; we had to leave it a third
24 time, and this went on, back and forth, for a couple of
25 months till one day I get a phone call and it's Tanya

1 Little, and her and I and Mr. Mitchell was on a three way
2 conversation where he promised he was going to voluntarily
3 surrender the car to save all repossession fees. At that
4 time the account with me was put on freeze. The car never
5 came into us, and then come in by this tow company in
6 February of eighty-nine, but we never got to repossess the
7 car, he was supposed to bring it to us to stop all the fees
8 against him, repossession fees, and he never brought it in.

9 Q: You recall talking to Mr. Mitchell; is that
10 correct?

11 A: Yeah, with Tanya Little on a three way
12 conversation.

13 Q: And you never stated that you had possession
14 of the vehicle?

15 A: No, uh-uh. Never did have it; I tried.

16 Q: And to the best of your knowledge, the car
17 was not actually repossessed or was in possession of
18 Provident Bank until February of this year; is that
19 correct?

20 A: Right.

21 MR. BOTSARIS: I have no further questions, Your
22 Honor.

23 COURT: Do you recall the last time uh, your
24 company made an effort to repossess the car?

25 MS. CARTRIGHT: I know it was way before the

1 holidays hit; it had to be somewhere around October, close
2 to October.

3 COURT: All right, let's talk about the time
4 frame of April, eighty-eight. Do you recall specific dates
5 that your company attempted to repossess the car?

6 MS. CARTRIGHT: I didn't bring it with me, but I
7 have the assignment card when they call it in; exactly what
8 dates they call it in; how many attempts we make when we
9 made the attempts; what happened when we tried to make
10 them. I was running late and I ran out of the office
11 without the card, but there's a folder on every single
12 person who we try to repossess. And everything is
13 documented on that card, exactly what happens.

14 COURT: Do you recall making efforts in February
15 of uh, eighty-eight--April of eighty-eight, I'm sorry.

16 MS. CARTRIGHT: April of eighty-eight to repo it?

17 COURT: Yes.

18 MS. CARTRIGHT: Yeah, that's when the assignment
19 was first given to us, was April of eighty-eight.

20 COURT: Was it towards the latter part or middle
21 part or don't you recollect..

22 MS. CARTRIGHT: Towards the end.

23 COURT: Towards the end? Do your records indicate
24 or do you recall whether uh, your people actually ever saw
25 the car toward the latter part of February of eighty-eight?

1 MS. CARTRIGHT: February of eighty-eight?

2 COURT: April of eighty-eight, I'm sorry.

3 MS. CARTRIGHT: Yeah, they did. The first
4 occurrence was when he ran and jumped in the car and they
5 had to leave it, that was like the day after we had gotten
6 the assignment for repossession, we get assignment during
7 the day; that night it's put out for repo.

8 COURT: Okay, and do you recall whether there
9 were any other uh, efforts made in the latter part of April
10 of eighty-eight?

11 MS. CARTRIGHT: As far as trying to repo it?

12 COURT: Yeah.

13 MS. CARTRIGHT: Yeah, constant--we constantly run
14 accounts, you know, we run every address they give us--the
15 jobs, we try to make phone calls on it, uh, we ran up and
16 down the highway trying to get him everytime we come across
17 him, he would get in the car where we couldn't touch it,
18 and there's a couple times in there it just kept going on
19 and then finally we did not see the car at all, no more,
20 until it appeared at the lot in February of eighty-nine.

21 MR. MITCHELL: That's not true, Your Honor.

22 MS. CARTRIGHT: It is true.

23 COURT: Anything else for this witness, Mr.
24 Botsaris?

25 MR. BOTSARIS: No, your Honor, I have no other

1 questions.

2 COURT: You can ask questions from this witness.

3 CROSS EXAMINATION

4 MR. MITCHELL:

5 Q: Miss, you said I jumped in the car okay, one
6 time?

7 A: Mm-hmm.

8 Q: Sure, I did that. You said somebody saw me
9 sleeping in the car?

10 A: No sir, I said that they hooked your car up;
11 they were getting ready to lift you up on the boom when
12 your head popped up out of the back seat because you had
13 been sleeping in the car, and the law states-we got to put
14 the car down and leave it when there is a living person
15 inside of it, and that's what my men did.

16 Q: Who witnessed that, you?

17 A: My men, I can bring them in.

18 MR. MITCHELL: Your Honor, that is not true, Your
19 Honor, I never slept in my car.

20 COURT: Well you can ask questions, you can ask
21 questions, sir.

22 MR. MITCHELL:

23 Q: And when else did they try to repossess the
24 car?

25 A: It was off and on from Apr--between April and

1 October, when the account was put on hold because you were
2 supposed to voluntarily bring it in. That's what you told
3 me and Tanya Little on a three way conversation; that you
4 were going to voluntarily surrender that vehicle to save
5 repossession costs, and you never did it. At that time the
6 accounts were put on freeze, and I did not work your
7 account no more.

8 Q: And you guys came and took the car from me
9 the twenty-fourth?

10 A: No, I never took the car from you at all, I
11 never got the chance to get your car.

12 MR. MITCHELL: Your Honor, one time...

13 COURT: Ask questions, sir, this is question
14 time.

15 MR. MITCHELL: The guy, one of your drivers,
16 okay...

17 COURT: Is this a question, sir?

18 MR. MITCHELL: What did they tell you--I
19 know...Your Honor, I mean what she says is ridiculous, it's
20 not true, Your Honor, It's one situation...

21 COURT: Sir, this is question time.

22 MR. MITCHELL: I don't have any questions, Your
23 Honor, this statement is ridiculous, it's not true.

24 COURT: All right, I'll strike that; it's not
25 time to comment, this is time to question, anything else

1 for this witness, Mr. Botsaris?

2 MR. BOTSARIS: No, Your Honor.

3 COURT: Okay, call your next witness.

4 MR. BOTSARIS: Your Honor, Plaintiff calls Mr.
5 Bob McJolten.

6 Whereupon,

7 ROBERT McJOLTEN

8 was called as a witness on behalf of the
9 Plaintiff, and having been sworn was examined and testified
10 as follows:

11 DIRECT EXAMINATION

12 MR. BOTSARIS:

13 Q: Mr. McJolten could you please state your name
14 and address for the record, please?

15 A: Uh, Robert McJolten, 715 Kingston Road,
16 Baltimore, Maryland, 21221.

17 Q: And where are you employed?

18 A: Provident Bank of Maryland.

19 Q: And what position do you hold?

20 A: Senior loan counselor.

21 Q: Okay, do you have uh, knowledge concerning
22 the case of Mr. Errol Mitchell?

23 A: Yes, I do.

24 Q: And you were involved with the uh, attempts
25 to retain--to obtain possession of the vehicle; is that

1 correct?

2 A: Yes, sir.

3 Q: Can you explain to the Court how the vehicle
4 ultimately came to Provident Bank?

5 A: I was notified, out of the blue, by some
6 gentlemen uh, claiming to be from Thomas's Towing, he
7 called me, and he wanted something like thirteen hundred
8 dollars uh, to turn the car over to the Bank, okay, he said
9 he was up on Liberty Road at the time, and he wanted to get
10 rid of the car quick because Mr. Mitchell was in the
11 neighborhood, okay, so I told him that uh, we wouldn't be
12 able to pay thirteen hundred dollars for that car uh, but
13 we did convince him a certain amount of storage allowed by
14 Maryland law which would be uh, three hundred dollars plus
15 a towing fee uh, of I believe it was one hundred and sixty
16 five dollars, or something like that.

17 Q: Okay, do you know how Thomas Towing got
18 possession of the vehicle?

19 A: No, I do not, I do not.

20 Q: Did they have any authority from Provident
21 Bank to pick up the vehicle?

22 A: They did not.

23 COURT: Who would have given that authority?

24 MR. BOTSARIS: Who sends the card, who gives the
25 authority to pick up cars?

1 MR. McJOLTEN: Well, that would have been um, Ms.
2 Little, it was referred to Nationwide in April of
3 eighty-eight, by Ms. Little, to Nationwide uh, Recovery.

4 COURT: Okay, is it uh, the practice of the bank,
5 or is it not the practice of the bank, once a referral is
6 made, to limit the repossession activity to the one company
7 to whom the referral was made?

8 MR. McJOLTEN: Yes, it is limited to that one
9 company.

10 COURT: Has Provident, to the best of your
11 knowledge, done business with this Thomas Towing before?

12 MR. McJOLTEN: Not at all.

13 COURT: Okay, anything else?

14 MR. BOTSARIS:

15 Q: And Provident Bank first came into possession
16 of the vehicle when; what was the date?

17 A: Uh, that date was two thirteen of eighty-
18 nine.

19 MR. BOTSARIS: No further questions.

20 COURT: Okay, you can ask Mr. McJolten questions,
21 if you have any, sir.

22 CROSS EXAMINATION

23 MR. MITCHELL:

24 Q: Mr. McJolten, um, Mr.--well, the gentleman
25 from Thomas Towing Company, okay, his name was Steve, he

C

1 said his name was Steve...

2 A: That's correct.

3 Q: He claimed...

4 COURT: Is this a question sir?

5 MR. MITCHELL: I'm sorry, I don't have any
6 questions for him, Your Honor.

7 COURT: Okay, nothing else for these witnesses?

8 MR. MITCHELL: I have comments, no questions.

9 MR. BOTSARIS: No, Your Honor.

10 COURT: All right, now you can present additional
11 evidence sir, based on what uh, it's called rebuttal, if
12 you wish, based on what's been testified to by the other
13 witnesses. Go ahead.

14 MR. MITCHELL: Okay, did you have information on
15 Thomas's Company, is this...

16 MR. MCJOLTEN: I have never heard of Thomas's...

17 MR. BOTSARIS: Don't, don't. We've passed the
18 question stage.

19 COURT: All right, I'll let it, you've never
20 heard of Thomas' Company?

21 MR. MCJOLTEN: Up until the date they called me.

22 COURT: Okay.

23 MR. MITCHELL: Okay, Your Honor, my registration
24 and--okay, my title was in the car, and the guy from
25 Thomas' had all that information okay, he get authorization

1 from Provident Bank.

2 COURT: Who told you this sir?

3 MR. MITCHELL: Well, he did, Your Honor, I tried
4 to get that guy...

5 COURT: Sir, this is same guy whose efforts you
6 know label as quote a hoax.

7 MR. MITCHELL: Well, what I'm sayin--I said
8 maybe, but he had my car, Your Honor, he's a hoax that had
9 my car.

10 COURT: Nobody denies that, Provident admits that
11 he had your car, you know, he had your car, the question is
12 how did he get your car?

13 MR. MITCHELL: He towed it for Provident Bank,
14 Your Honor.

15 COURT: You've been snookered, but by whom?

16 MR. MITCHELL: Your Honor, these supposed--folks
17 supposed to know who had the car because they got the car,
18 Your Honor, and Provident Bank told me that they had the
19 car.

20 COURT: They deny that they got the car until
21 February of this year, you insist that this gentlemen whose
22 effort you label a hoax, said that he did his work on
23 behalf of Provident, yet the people from Provident come in
24 and say, no way, he called us he wanted to do business with
25 us, we said forget it, not on the terms that you suggest,

1 and business was never done, that's Provident's position.

2 MR. MITCHELL: Okay, Your Honor, but what I'm
3 saying, I get information from Provident's employer--
4 employees..

5 COURT: Who?

6 MR. MITCHELL: Ms. Little and Mr. Reeve that
7 they had the car.

8 COURT: Well, there is evidence that would show
9 that uh...

10 MR. MITCHELL: They claimed they had the car,
11 Your Honor.

12 COURT: This is probably not well--there's
13 evidence that would--could uh, tend to contradict this or
14 could tend to make this less likely considering all of the
15 circumstances, all right, is there anything else you care
16 to tell me, sir?

17 MR. MITCHELL: Yes, Your Honor, that Mr. Reeve
18 also told me that there was repossession fees involved they
19 did not calculate the repossession fees and they would have
20 to calculate that and call me back, okay, that assured me,
21 Your Honor, and he never did, Your Honor, that assured me
22 that--that they did have the car, it was in their--in their
23 hands.

24 COURT: All right, okay.

25 MR. MITCHELL: And I tried everything possible...

1 COURT: I'm going to do this. All right, based on
2 what I'm told here, I would have preferred to have seen Mr.
3 Reeve come in um, or I could have asked him question, but
4 um, frankly, I don't think that I would have gotten any
5 additional answers over and above what his affidavit
6 discloses and that is, that he heard nothing saw nothing
7 knows nothing.

8 MR. BOTSARIS: He deals with thousands of these
9 cases.

10 COURT: Okay, because uh, he just has too many
11 cases, and he has no recollection of talking to Tanya
12 Little about this, it is in the overall, implausible to me
13 that uh, Provident really did have it, why they just didn't
14 go about their business and uh, do what they had to do at
15 that point, why they waited from April until February,
16 before they went ahead and sold it and did um, you know,
17 what they do when they repossess a car, I frankly fail to
18 see what they hope to gain by playing the game that the
19 defendant suggests that they played...

20 MR. MITCHELL: I got one quick comment could I
21 have one second, Your Honor?

22 COURT: Yes.

23 MR. MITCHELL: Okay...

24 COURT: But that's it, sir, cause it's my turn to
25 talk now.

1 MR. MITCHELL: Okay, one thing I want to
2 interject, Your Honor, Ms. little had told me that I was
3 driving a car without insurance, okay, they tried to have
4 me report the car stolen, and I told them--after all that
5 --and I told them the car was not--you told me you had the
6 car, why you want to tell me the car was stolen? Okay, I
7 had insurance on the vehicle, Your Honor, and they tried to
8 get the information on the vehicle so the insurance could
9 pay for the vehicle, and then they made a claim against me
10 because I figure--well, the insurance wouldn't cover
11 everything, Your Honor, so that's the basis of why they
12 held up and not selling the car, and they tried to scrap
13 the car and the guy said, well, that I talked--well, he
14 said that Provident had authorized them to go ahead and
15 scr...

16 COURT: That's the guy--the great hoaxer okay?

17 MR. MITCHELL: Well, I did have information--I
18 did have insurance on it, Your Honor, I had Connecticut
19 tags, and I had to transfer my insurance because I used to
20 work at Bradley International Airport in Connecticut.

21 COURT: Yes, okay.

22 MR. MITCHELL: Okay, Your Honor, well, what I
23 did, I had my car up there and I had information--I had
24 insurance and they wanted me to claim a loss that the car
25 was stolen, Your Honor, after she had already told me that

1 they had the car, and I bring evidence that I had insurance
2 on the car at the time the car was towed, Your Honor, that
3 was always paid and kept up, especially in Connecticut, and
4 New York, I have to have insurance, Your Honor, and I made
5 sure I had that so they tried to make a claim...

6 COURT: Supposed to have it in Maryland too, but
7 unfortunately I see cases everyday where people don't have
8 any insurance.

9 MR. MITCHELL: Well I had insurance.

10 COURT: Okay, okay.

11 MR. MITCHELL: And that's one of the basis why
12 they kept the car, you know, to claim the insurance money
13 on the car because it would pay the full value, or whatever
14 it was...

15 COURT: Do you have any evidence to show that
16 they made a claim against your insurance company?

17 MR. MITCHELL: No, they didn't but she told me
18 she says, well, you know, I don't have any money to pay,
19 you know, what Ms. Little says, you know, you can't pay for
20 the car, your a damn thief, you're a this, you're a that,
21 okay, you know, report it stolen and they'll pay for the
22 car, you don't have to worry about it, you're clean. I said
23 well, the car wasn't stolen, you already told me that you
24 guys had the car; why you want me to tell you the car is
25 stolen.

1 MR. BOTSARIS: Well, I've got a question, Your
2 Honor...

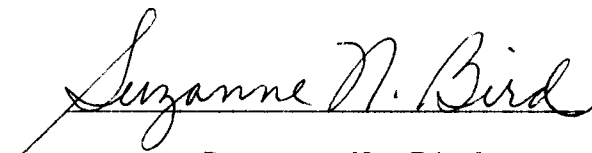
3 COURT: That's it, gentlemen; I've heard enough.
4 Okay, uh, considering every possibility, that you've laid
5 out, it defies for me to accept what you are suggesting
6 what happened, and most of it is suggestion, most of it is
7 not uh, based on direct knowledge, uh, most of it is
8 suggestion, they were doing this; they were doing that, and
9 the great hoaxer, uh, unfortunately cannot be produced, I
10 find, again, no connection. I don't know how he got into it
11 uh, I suppose these pirates exist, they go into business,
12 and then they go do things like this, and then they seek to
13 make a connection, I can't find from the evidence, that
14 there is a reason to grant your motion for a new trial, and
15 I'm going to deny your motion, the original judgment will
16 stand. Thank you, ladies and gentlemen.

17 MR. BOTSARIS: Thank you, Your Honor.
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I, Suzanne Bird, official court transcriber for the District Court of Maryland, do hereby certify that the foregoing testimony was taken before Judge Alan Lipson on the 21st day of March, 1989, and that said testimony has been reduced to typewriting by me, and that the foregoing transcript is a correct and accurate record of the proceeding herein to the best of my knowledge and belief.



Suzanne N. Bird

July 12, 1989

IN THE DISTRICT COURT FOR BALTIMORE CITY

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PROVIDENT BANK OF MARYLAND

VS

CASE NO. 16386-88

ERROL A. MITCHELL

The above captioned case was before
the Court on February 21, 1989

BEFORE:

The Honorable Alan Lipson

APPEARANCES:

Michael Botsaris, Esquire
(for the Plaintiff)

Errol Mitchell
(in Proper Person)

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WITNESS DIRECT CROSS REDIRECT RE CROSS

No witnesses

No Plaintiff's Exhibits

No Defendant's Exhibits

P R O C E E D I N G S

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CLERK: CV Case Number 16386-88 Provident Bank of Maryland Versus Errol A. Mitchell.

MR. BOTSARIS: Good morning, Your Honor, Michael Botsaris on behalf of the Plaintiff, Provident Bank, This is Mr. Mitchell's motion for a new trial with merits I believe.

COURT: Okay, Mr. Mitchell, this case was presented before me on January the ninth, of this year, you did not appear. After I found that you were duly notified to be here, I was satisfied after hearing the evidence presented, that a judgment should be entered against you, and that was done. You have since filed a motion uh, which was filed on January the thirteenth and reads as follows: I wish to make a motion for a new trial date on this case, I did not receive a new trial date, that was set for the ninth of January, as recorded on the judgment. Enclosed is a copy of the postponement date that I received, and knew about. Sincerely, Errol Mitchell. And you enclosed a postponement of the November 28th's trial date.

MR. MITCHELL: That's the only thing I received, Your Honor, I didn't receive another date, and as a result, I did not get a chance to get here, I didn't know about it.

COURT: Notice was sent by the clerk.

1 MR. MITCHELL: I did not receive one.

2 COURT: And I have a copy in the folder, it was
3 sent to Mr. Freedman, and it was sent to you. That copy
4 that I have, but uh, it was dated November 30th, which was
5 right after the postponement was granted and and set the
6 case on for January the ninth. And it was addressed to your
7 given address.

8 MR. MITCHELL: 1200 Windsail?

9 COURT: Of 1200 Windsail, zone 21, that's what I
10 had in the folder, that's why I was willing to proceed on
11 the default. Being comfortable with my knowledge that you
12 were notified to be here.

13 MR. MITCHELL: If I had known, Your Honor--I
14 believe it but I just did not receive one at all or else I
15 would have been here, cause I wanted to come to Court with
16 this matter.

17 MR. BOTSARIS: Your Honor, I don't know what
18 defense Mr. Mitchell intends to raise, I don't think he's
19 presented any in his motion, I don't think there is one.

20 COURT: Well, he says he didn't get the notice.
21 That's the way I understand it. The folder indicates that a
22 notice was prepared.

23 MR. MITCHELL: Your Honor, um, I don't know the
24 Court may have sent it, but Provident Bank have been doing
25 some real shrewd things so I don't know whether...

1 COURT: It had nothing to do with the Provident
2 Bank..

3 MR. MITCHELL: Okay.

4 COURT: It had only to do with the District
5 Court.

6 MR. MITCHELL: Okay.

7 COURT: The District Court was the one
8 responsible. Seriously, um, why did you write in uh, what
9 caused you to write in on January the thirteenth?

10 MR. MITCHELL: Well, I had just received the
11 letter from these guys that there was a judgment posted
12 against me, and you know they were--they needed to collect
13 their money. I didn't know there was a court date, I didn't
14 know there was a judgment against me, Your Honor. Okay, and
15 when I received from--okay, this is a copy that I got from
16 this fellow, you know, the judgment that was posted against
17 me. It was sent to me from these folks. A copy of this was
18 sent to me..

19 COURT: Yeah, okay.

20 MR. MITCHELL: And then when I received it I said
21 judgment, you know, and I say, you know...

22 COURT: Where did you receive it, what address?

23 MR. MITCHELL: Uh, 1200 L Windsail Rd.

24 COURT: That's where the notice of trial was
25 sent.

1 MR. MITCHELL: I don't know what happened, Your
2 Honor. I never received one. I don't know what transpired,
3 why I didn't receive one, but I didn't. Did the Court
4 re--did it return to the Court, cause I didn't get one.

5 COURT: No, it did not return to the Court.

6 MR. MITCHELL: I didn't get one, Your Honor. I
7 don't--I can't say what happened to the mail I just didn't
8 get one, and I can't really defend you know, the fact that
9 I didn't get one. Why, I don't know.

10 COURT: All right, does the Plaintiff wish to be
11 heard? Judgment uh, creditor?

12 MR. BOTSARIS: Yes, Your Honor, we would object
13 to a new trial in this case, on the fact that the notice
14 was sent to the proper address and he's received every--
15 every other piece of correspondence that we've sent to him.
16 Also I believe the rules require him to present that he has
17 some sort of meritorious defense to the matter. I--he's
18 asking for a new trial and I don't believe he's done that,
19 and I don't believe he has one.

20 MR. MITCHELL: Your Honor, I think there's the
21 only (unclear) what happened as a result of me not
22 receiving the mail, you know, I should just say (unclear)
23 you say one was sent, I have not received one and I did not
24 show in Court because I did not receive one.

25 COURT: This case sir, involves uh, apparently

1 failure to pay on a car, uh, as a result uh, the judgment
2 was entered against you is that--fill me up to date
3 Counsel, um, was the car ever repossessed?

4 MR. BOTSARIS: No, Your Honor, we were unable to
5 repossess it.

6 UNKNOWN: We just got it.

7 MR. BOTSARIS: The car was not repossessed at the
8 time we got the judgment, Your Honor, and if the car was
9 just obtained, then I'm sure there will be a sale with
10 notice going to Mr. Mitchell and a reduction in the amount
11 of the judgment after the sale occurs, but at the time of
12 the judgment...

13 COURT: How was the car obtained?

14 UNKNOWN: Uh, I was informed by the informant,
15 of some sort, where the car was located, and I called the
16 company, our company and they went out and got the car

17 COURT: It wasn't voluntary..

18 MR. BOTSARIS: We didn't know where the car
19 was...

20 COURT: It wasn't surrendered voluntarily?

21 MR. BOTSARIS: No. And that was our argument at
22 the last civil hearings we had with Mr. Mitchell, Your
23 Honor, Mr. Mitchell was claiming that that car was already
24 picked up and we had no evidence of the car being picked up
25 and we did not have the car in our possession. That was my

1 understanding of his defense the last time, this matter was
2 postponed.

3 COURT: All right, in the event that this case
4 went to trial sir, what uh, what would be your claim in
5 this regard, sir?

6 MR. MITCHELL: Okay, well Your Honor, what
7 happened, my payment was two months in arrears on the car
8 and I'd spoken with um, Ms. Little at Provident Bank, and
9 she you know, I just became a realtor, I had quit my
10 regular job and I had the car since eighty six, never
11 missed a payment, okay, started having trouble in eighty
12 seven, latter part of eighty seven eighty eight, latter
13 part of eighty eight.

14 COURT: What kind of trouble?

15 MR. MITCHELL: Okay, well, I didn't have any
16 income coming in.

17 COURT: Financial trouble.

18 MR. MITCHELL: Okay, financial trouble, right, so
19 I spoke with Ms. Little at the bank and she told me well,
20 she understands and give me a few months to get myself
21 together because I hadn't missed any payment at all since
22 eighty six, okay, um, then one day, I was talking to her,
23 okay, I called and I was telling her that you know, I had
24 this settlement coming up and as soon as the settlement--
25 which was about two weeks away, I would come down there--I

1 was three months late, and she says okay, and she called me
2 back, you know, she says hold on she would call me back, I
3 held on, she called me and I was sitting by the phone, I
4 was home and we're talking, and while we were talking I was
5 looking out my window and here come the tow truck to tow my
6 car, okay, I told her, you know, dropped the phone went out
7 there and jumped in my car and I asked why is he towing my
8 car? And he says Provident Bank just called and told him to
9 come take the car. I said well, I just talked to the lady
10 on the phone, I just--the lady's on the phone, and we had
11 it out and I said I can't let you take my car because I
12 talked to her I don't know what she told you. So I took the
13 car, you know, she didn't tow the car and went back and
14 said he was going to Ms.--you know, the people at the bank
15 on Monday, okay, then Monday, I went to work, okay, Your
16 Honor, I called Ms. Little back and I talked to her, and
17 she says well, Mr. Mitchell, I know the nature of your job
18 and I know you won't return the car so, I figure we have to
19 do our job some kind of way, we have to do it, after she
20 was really, really nice to me, told me that it was okay,
21 and she was giving me a little bit of time. Uh, on the
22 twenty eighth I was at work, you know, I talked to her,
23 I--you know, we have over two incomes, I went into work,
24 and while I was at work, Ms. Little called me about twelve
25 o'clock and she told me well--well, Mr. Mitchell, we have

1 your car now. Okay, we got it now, you know, you try to be
2 a smart ass by jumping in the car, now we've got it, and
3 all of a sudden, you know, she just called me at work and
4 told me that, so you know I got real despondent, you know,
5 but, you know, I knew that I owed them the money, okay, she
6 called me she..

7 COURT: Are you able to pay for it now?

8 MR. MITCHELL: Pardon me?

9 COURT: Bring it up to date? Are you able to
10 bring it up to date?

11 MR. MITCHELL: Not at this point, Your Honor,
12 it's been gone for since August--April of last year, eighty
13 eight.

14 COURT: What's been gone?

15 MR. MITCHELL: The car, they towed the car in
16 April of--came and got the car in April of eighty eight, so
17 you know, what's...

18 COURT: What's with the car?

19 MR. BOTSARIS: Your Honor, the testimony under
20 oath, at the time that we obtained judgment was that the
21 car was not received. Testimony today from Mr. McJolton
22 (phonetic) employee of Provident Bank, is the car was just
23 received, recently within how many days?

24 MR. McJOLTEN: Uh, I'd say it was Thursday or
25 Friday.

1 COURT: Where has it been in that mysterious ten
2 month...

3 MR. McJOLTEN: I understand that according to the
4 records that he gave a tow truck number okay, of who took
5 the car, and we investigated it and it turned out to be
6 some towing company on the Eastern Shore somewhere, uh, we
7 have not been able to do anything from that point we just
8 couldn't locate the car.

9 MR. MITCHELL: Your Honor, one thing um, Ms.
10 Little, she would not--what she did, okay, she wouldn't
11 give me justification okay, I tried to get the car back
12 from her, she told me what I had to pay, you know, my three
13 months payments, and because repossession costs, I asked
14 her how much, that was when I got my settlement, she says--
15 well, you know, she wouldn't tell me how much it was, she
16 said I had to come up with all the money first.

17 COURT: When was this conversation?

18 MR. MITCHELL: It was back in April of eighty
19 eight, sir, back in April of eighty eight.

20 COURT: See, the same Bank says they never had
21 the car, how could that be?

22 MR. MITCHELL: Well, I'll tell you what happened,
23 I talked to you know, I couldn't get any justification out
24 of Ms. Little, so I went and talked to her manager, she
25 wouldn't let me talk to her manager, she denied well, he

1 don't want to talk to a damn thief, he say you're a thief
2 he say you steal the car, I say I'm not a thief, I was
3 paying for the car, she said well you haven't paid for the
4 car, so you're a damn thief. Okay, I said fine, I din't say
5 anything, she hurt my pride, she called my job and told the
6 people I work with that I was a damn thief, you know
7 because someone had answered the phone, and she told one of
8 the agents that this damn thief won't return the car we
9 going to have to come down there and do what we have to do.
10 Okay, I called her and talked to her about that and she
11 told me well, I'm from New Jersey and we have to get our
12 job done whichever way we have to get it done. I says fine,
13 I called around and I couldn't get a number so I called the
14 main number at the Bank--Provident Bank, I spoke with Mr.
15 Reeve(phonetic), okay, Mr. Reeve was her manager, you
16 know, I didn't get it through Ms. Little, you know, he
17 talked to me and he says well, yes, we have the car, okay,
18 and I asked him how much was the repossession costs because
19 I knew how much months I was in arrears, okay, and he says
20 well, what I'll do, I'll call you back, I have to check
21 with Ms. Little and find out precisely what's going on, but
22 we know we have the car. Mr. Reeve never called me back, I
23 called him back on several occasions and I could never talk
24 to him, he was never there.

25 COURT: All right, well, what I'm getting from

1 this gentlemen, is a difference of opinion, if I can accept
2 what Mr. Mitchell says Provident admits to having the car
3 in April, at least in this conversation, now a represen-
4 tative says they just got it the other day, I--I'm very
5 uncomfortable about this...

6 MR. BOTSARIS: Sir, Mr. Mitchell was asked to
7 bring in witnesses to prove that, he said he had someone
8 who saw the car being picked up; isn't that correct?

9 MR. MITCHELL: Sure, sure, I had someone who saw
10 the car be picked up.

11 MR. BOTSARIS: You were asked...

12 COURT: Now it's gone beyond that, he says two
13 bank employees acknowledged that Provident had the car, I
14 think um...

15 MR. MITCHELL: I have the number, Your Honor, you
16 can call the bank, and you can ask...

17 COURT: No, no, no, that's not my function, I'm
18 just wondering where to go, um...

19 MR. BOTSARIS: Mr. Mitchell have you ever taken
20 the car out of the state?

21 MR. MITCHELL: Sure.

22 MR. BOTSARIS: Where did you take it?

23 MR. MITCHELL: Connecticut.

24 MR. BOTSARIS: Did you have it registered in
25 Connecticut?

1 MR. MITCHELL: I lived in Connecticut for a while
2 yes. We went before, and then I came back to Baltimore.

3 MR. BOTSARIS: Did you notify Provident that you
4 were having the car registered in Connecticut?

5 MR. MITCHELL: Sure, I told Ms. Little that.

6 ~~MR. BOTSARIS:~~ I had a run, Your Honor, when I
7 was driving a truck then, and I got hurt and I stayed in
8 Connecticut, I run freight from BWI to the airport in
9 Connecticut.

10 COURT: Could you have bailed out the situation
11 back in April?

12 MR. MITCHELL: Yes, sir. April, in march, in
13 March..

14 COURT: How could you have done that?

15 MR. MITCHELL: Not March but May, because I had a
16 settlement and I could cover some of the costs, you know, I
17 would still be behind, but I could at least pay two months
18 up, Your Honor, okay, she say well, I couldn't get the car
19 back because, you know, I have to pay the additional costs,
20 and they would not tell me what the additional costs were.

21 COURT: These are the two people that you say
22 were involved?

23 MR. MITCHELL: Yes, sir.

24 COURT: Okay, I'm not going to rule on the motion
25 today, I'm going to hold it under advisement, but I do

1 think it would be in everybody's best interest if I heard
2 directly from these two people. Can you arrange to bring
3 them in, Mr. Botsaris?

4 MR. BOTSARIS: Which two people is this again?
5 Mr. Reeve...

6 MR. MITCHELL: Mr. Reeve and Tanya Little.

7 MR. McJOLTEN: I don't think either one of them
8 is with the Bank any longer.

9 MR. BOTSARIS: Neither one are still at the Bank.

10 COURT: Are they able to process, do you know
11 where they are?

12 MR. McJOLTEN: I know Mr. Reeve is down at a
13 Bank by D.C. somewhere now. from what I understand the
14 informant told me that he's had the car sitting on a lot
15 for anywhere from a year to fifteen months, he said he just
16 wanted to get rid of it so he had it up on Liberty Road on
17 the back of his truck and we persuaded him to take it down
18 to Nationwide Recovery, um, just Thursday or Friday, I
19 believe it was. That's the company that we use, uh, that
20 would be helpful the receipt from Nationwide Recovery
21 stating that we got the car on that date.

22 COURT: Tell me, you say you could afford the car
23 then why can't you afford to bail the car out now?

24 MR. MITCHELL: It's too much money, Your Honor.
25 It's too much..

1 COURT: You'd still be making if you--you'd still
2 have to make if you had gotten the car back, you'd still
3 have to make regular monthly payments, why aren't you able
4 to do it now? Why can't you make up the difference, you
5 haven't been paying during this period of time, why can't
6 you say--why can't you take the money and say look I'm
7 ready to get the car back, I want to be reinstated, here's
8 what I owe, you know, here's the cost of the repossession,
9 uh, why can't you do it today?

10 MR. MITCHELL: I have another car now, Your
11 Honor, that I'm--and I can't afford the two payments right
12 now due to the nature of my job. Plus another thing, Your
13 Honor, couple um--last month--um, I was home and I got an
14 anonymous phone call, It was a guy from Thomas Stone
15 Company okay, told me they had my car that they were going
16 to salvage, Provident had given them authorization to
17 salvage the car because they couldn't get a title for the
18 car, okay, and he want's to know why I didn't report the
19 car stolen. Well before we even get to that Mr. George
20 Reeve, when I spoke to him the last time, he told me--
21 when he had called me back in November of last year, and he
22 told me well, why hadn't I reported the car stolen? I said
23 I--why hadn't I reported--my car's not stolen, I said you
24 told me that you had my car why is it stolen now? And he
25 got real upset and said if you don't report it stolen I'm

1 going to report it stolen. I said well, fine, and he hung
2 up and I haven't heard from him since. That was Mr. George
3 Reeve.

4 MR. BOTSARIS: Well, that would conflict with his
5 testimony that Mr. Reeve said he had the car?

6 MR. MITCHELL: Sure, of course, but that was way
7 up in March and then he called me back...

8 MR. BOTSARIS: Your Honor, maybe we should just
9 set this in for a new trial and let Mr. Mitchell bring in
10 whatever witnesses he would like to bring or to subpoena
11 anyone that he would like to have testify..

12 MR. MITCHELL: All right, if you can get Mr.
13 George Reeve..

14 MR. BOTSARIS: You can get Mr. George Reeve..

15 MR. MITCHELL: No you're representing Provident
16 Bank, okay...

17 COURT: Gentlemen, I would still prefer--I'd like
18 to hear from these people, I don't care how they're brought
19 in, I don't care who brings them in, I think in the
20 interest of justice, rather than to undo anything, we hear
21 from these people. Now, can't it be arranged...

22 MR. BOTSARIS: We'll attempt to contact him.

23 COURT: We hear...

24 MR. BOTSARIS: how about an affidavit under
25 oath--signed under oath, excuse me..

1 COURT: Pardon me?

2 MR. BOTSARIS: An affidavit under oath, signed by
3 Mr. Reeve or Ms. Little.

4 COURT: No, I think ideally the person should be
5 in Court, I don't think it's that big a deal really, the
6 person is able to process...

7 MR. BOTSARIS: I mean these are pretty basic
8 allegations...

9 COURT: I'll give whatever time or the parties
10 whatever time is necessary, I think if it's a question of
11 having to pay for that person's services uh, that you work
12 it out between you , I don't think that either ought to
13 bear the expense of that, the person may have to lose work
14 to do this and let the young lady also come in, can we uh,
15 I'll leave matters just as it is, I won't disturb anything,
16 I won't disturb the judgment, when can this be arranged,
17 cause I'll set it in specially, just bring it back uh, have
18 any ideas?

19 MR. BOTSARIS: I guess we can get in touch with
20 him within the next couple of days, but I don't know about
21 Ms. Little, I don't know..

22 COURT: Well, give me a reasonable time, both of
23 you have to work on it, You've got to work on it too, I'm
24 not saying to them they--you also have to make an honest
25 effort to get--you can issue a subpoena, through the Court,

1 I expect both of you to work on it. Both of them are no
2 longer working for the Bank, so I'm going to look to each
3 of you to say look spend whatever effort uh, it takes.

4 MR. MITCHELL: I'm willing to do that, Your
5 Honor.

6 COURT: Okay, both of you now, I'm not putting
7 the burden on either of you, I'll give you a chance to
8 produce those people, I don't care whose witness it is, it
9 could be a Court witness, okay, I want to hear from those
10 people.

11 MR. BOTSARIS: Your Honor, if you could..

12 COURT: If they are available.

13 MR. BOTSARIS: If you could just set it in within
14 thirty days and when we receive the notice...

15 COURT: All right, you want to put it in in the
16 normal uh...

17 MR. BOTSARIS: If that would be within thirty
18 days.

19 COURT: All right, normal course, I'll continue
20 it, reset it before me and--okay.

21 MR. BOTSARIS: Is this still your current
22 address, Mr. Mitchell?

23 MR. MITCHELL: Yes, it is.

24 COURT: Now, I want both of you to be prepared in
25 the event that uh, I grant the motion, to go ahead and try

1 the case on the next occasion, okay?

2 MR. BOTSARIS: Okay, Your Honor.

3 COURT: Okay, now there won't be any more
4 continuances, we'll hear the motion, or not, and depending
5 on the outcome, I will uh, want you both to be prepared to
6 go forward on the merits of the case as well.

7 COURT: Okay, thank you gentlemen, you'll be
8 notified.

9 MR. MITCHELL: Thank you, Your Honor.

10 MR. BOTSARIS: Thank you, Your Honor.

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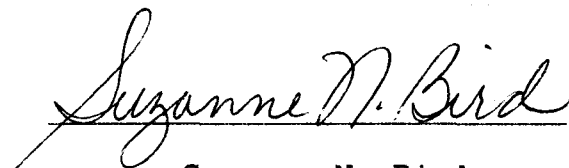
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C E R T I F I C A T E

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I, Suzanne Bird, official court transcriber for the District Court of Maryland, do hereby certify that the foregoing testimony was taken before Judge Alan Lipson on the 21st day of February, 1989, and that said testimony has been reduced to typewriting by me, and that the foregoing transcript is a correct and accurate record of the proceeding herein to the best of my knowledge and belief.



Suzanne N. Bird

July 12, 1989

Reference Slip — THIS IS NOT A RECEIPT

Date

7-28-89

Case No.

89 209 043 / CL 100 736

Clerk	80	00
Bar Library		
Sheriff—City		
Sheriff—Counties		
Total	80	00

Providence Bk of Md.

Vs.

Erroll Mitchell

Rec. Mail To:

O.C. of Md.

CC-46

YOUR RECEIPT
THANK YOU

BALTIMORE CITY
CIRCUIT COURT

1:48PM 07/28/89
002#5883 B ***

#0892090

#0000043

CIVIL \$80.00

**TTL \$80.00

CHECK \$80.00

CHNG \$0.00

JUN 16 1988 8:45 AM Show Call

PARTIES
Plaintiff:
 Provident Bank of Maryland
 7210 Ambassador Road
 Baltimore, Md. 21207

VS.
Defendant(s):
 1 Errol A. Mitchell
 1200 L Windsail Road
 Baltimore, Md. 21221

Return
 10/7/88

2 **APPEAL BY Deft. 4-20-89**
PAPERS TRANSMITTED TO
BALTIMORE CITY COURT

ON **BOND FILED**
TRANSCRIPT ORDERED

4

ATTORNEYS
For Plaintiff - Name, Address & Telephone No.
 WEINBERGER, WEINSTOCK, SAGNER,
 STEVAN & HARRIS, P.A.
 Sidney S. Friedman *Michael Botsaris*
 345 North Charles St.
 Baltimore, Md. 21201

.....
For Defendant: Name Address
 Tel # Address
 Name Address
 Tel # Address

JUDGMENT

- AFFIDAVIT Judgment Principal... 8680.65
- DEFAULT** Pre Judgment Interest... 409.96
- CONSENT Total Judgment... 9090.61
- CONFESSION Costs... 10.00
- CONTESTED Attorney Fees... 1363.59
- EX PARTE Post Judgment Interest legal rate
- IN REM Post Judgment Interest contractual rate until date of maturity of contract; legal rate thereafter (CJ 11-106).
- FOREIGN

in favor of... **PLAINTIFF**
 against... **DEFT.**

1-9-89 Date Judge
JUDGE ALAN B. LIPSON
 Judgment and Notice Pursuant to Rule 3-306 and 3-601 mailed... **JAN 9 1989**
 *****Date Initials*****

- AFFIDAVIT Judgment Principal.....
- DEFAULT Pre Judgment Interest.....
- CONSENT Total Judgment.....
- CONFESSION Costs.....
- CONTESTED Attorney Fees.....
- EX PARTE Post Judgment Interest legal rate
- IN REM Post Judgment Interest contractual rate until date of maturity of contract; legal rate thereafter (CJ 11-106).
- FOREIGN

in favor of.....
 against.....

.....
 Date Judge

Judgment and Notice Pursuant to Rule 3-306 and 3-601

CONTINUANCES

DATE	PLTF DEFT	PAR TIES	RE- ISSUE	ADD DEFT	NOT CON- CLUD ED	RE- OPEN- ED	APPROVED	PARTIES NOTIFIED
2-21-89							Hearing on motion order	2/1/89
3-21-89							MOTION FOR JUDGE LIPSON TO FILE ALSO MERIT	2/21/89

FILED

JUL 28 1988
89209043
 BALTIMORE CITY
 C/L 100736

CONSOLIDATED WITH #0000043
RECORDED JAN 10 1989
 Notice of Lien Filed
 Satisfaction Filed

DATE	DESCRIPTION OF PAPERS	PPS	CO
5/26/88	INITIAL FILING		16
5/26/88	MAY 26 1988		
6/28/88	NON EST. P.P.S.		5.0
7/5/88	REPLEVIN CONTN.		
7/5/88	REISSUE P.P.S.		5.0
7/5/88	JUL 11 1988		
8/1/88	REISSUE P.P.S.		5.0
8/1/88	AUG 9 - 1988		
8-29-88	NON-EST P.P.S. (8-30-88 r.v.)		
9/1/88	REISSUE PPS		5.0
9/1/88	SEP 30 1988		
10/21/88	BEGINNING AT 1458		
	P. only app. FD app.		

VS.

CASE #

MAR 21 1989 P by atty. Appl / D. Att. Appl. C.V.

REEL ~~6739~~ BEGINNING AT 0335 ENDING AT 1380

Hearing held - Motion for new trial denied - OBF

JUDGE ALAN B. LIPSON

P/V MAR 21 1989 C-V

DATE	DESCRIPTION OF PAPERS	COSTS
10/21/88	Deft. subp. issued PPS	-
10/27/88	Notice to file writs	
10/31/88	Request for % present ptl.	
1/27/89	Case converted from Replevin to Contract.	
	see order.	

5/88	NON EST CONSTABLE	REFUND \$15.00
1989	REEL <u>67187</u> BEGINNING AT <u>2120</u> ENDING AT <u>2350</u>	
	Att. atty. app'd	C.V.
	Deft. did not appear - OBF	

JUDGE ALAN B. LIPSON

1-13-89	Motion for New Trial - deft. in	
1989	REEL <u>67213</u> BEGINNING AT <u>0950</u> ENDING AT <u>1400</u>	
	Att. atty. Appl - 10. Att. Appl.	
	Continue hearing on Motion for new trial	
	Re-sched. the Motion	
	& merits before Judge Lipson	
	OBF	

JUDGE ALA . LIPSON

4-20-89	app'ral costs District Court	10. ⁰⁰
	app'ral costs Circuit Court	80. ⁰⁰
	Deposit on transcript	50. ⁰⁰

APPEARED
4-20-89

EXPIRES
6-1989 21924



DISTRICT COURT OF MARYLAND FOR

SACTO. CITY

Located at

501 E. FAYETTE ST

Court Address

Case No.

16386-88

(M/V - Criminal - Civil)

PROVIDENT BANK OF MD

VS.

ERROL A. MITCHELL

Full Name of Plaintiff(s)

Full Name of Defendant(s)

REQUEST FOR CASSETTE/TRANSCRIPT

Please prepare a cassette/transcript of the above entitled case and bill to:

ERROL A. MITCHELL

Name

1200 L WINDSAIL RD

Number and Street

Apt.#

SACTO. MD. 21221

City

State

Zip

CASE # 16386-88

5-4-89

DISTRICT #01-01

#65043 C120 R02 T14:43

TRANSCRIPT 90.00

4-20-89

Date

ERROL MITCHELL 391-5372

Signature of Applicant

Telephone

TRANSCRIBER INFORMATION

Court Location... CIVIL

Trial Date... 2-21 + 3-21-89

Appeal Date (If Applicable)... 4-20-89

Judge... LIPSON

Att'y for Pltf... M. BOTSARIS

Att'y for Deft...

Reel No... 67213 Beginning... 0980 Ending... 1400

Reel No... 67239 Beginning... 0335 Ending... 1380

Reel No... Beginning... Ending...

Transcriber Comments

INVOICE

70 Pages @ \$2.00 per page... \$140.00

Cassette @ \$10.00... \$

Additional Cassette(s) @ \$5.00 ea... \$

Less Deposit... \$ 50.00

Balance Due... \$ 90.00

Suzanne Bird

Transcriber

Transcriber

Transcriber

Paid

Date

Date

Clerk



DISTRICT COURT OF MARYLAND FOR

Baltimore City

Located at FAYETTE & GAY STS. Court Address

Case No. 010-16386-88

PROVIDENT BANK OF MD vs. ERROL A. MITCHELL

CIVIL APPEAL/REQUEST FOR TRANSCRIPT

To the Clerk:

Please note an appeal in the case referenced above. Appellant is the ERROL A. MITCHELL in the said case.

- District Court cost of \$10 enclosed.
Advance Circuit Court filing fee of \$80 enclosed.
Appellant, as an indigent, seeks a waiver of costs.
The amount in controversy being greater than \$2,500, a transcript is requested. A deposit of \$... is enclosed.*

Date of Trial 3/21/89
4/20/89

Location of Trial CIVIL
Appellant/Attorney ERROL A. MITCHELL
Address 1200-L WINDSOR RD
Telephone No. 410-391-5372

CERTIFICATE OF SERVICE

I certify that I served a Notice of Appeal upon the following party or parties by first class mail, postage prepaid on 4/20/89

WEINBERGER WEINSTEIN, SAGIN STEVANS, & HARRIS P.A. Name

345 N. CHARLES ST 21202 Address

Name
Date 4/20/89

Address
Appellant/Attorney ERROL A. MITCHELL

*NOTE:

A transcript of the District Court proceeding is required only if the amount in controversy exceeds \$2,500. The cost of transcript is \$2.00 per page for an original and one copy. A deposit of \$50.00 is required when the transcript is requested. You will be billed for the balance. The appeal will not be forwarded until all costs, including the cost of the transcript, have been paid.

2-21-89 67213 0980
3-27-89 67239 0335

60. APR 27 2 28 PM '89
1400
1380



DISTRICT COURT OF MARYLAND FOR BALTIMORE CITY

DC/CV 1 (Rev. 1/85)

LOCATED AT (COURT ADDRESS)

Fayette & Gay St.
Baltimore, Md. 21202

COMPLAINT [] \$1,000 or under [] over \$1,000

Clerk: Please docket this case in an action of [] contract [] tort [X] replevin [] detinue.
The particulars of this case are:

CASE NO.

CV

Provident Bank of Maryland
7210 Ambassador Road
Baltimore, Md. 21207

Errol A. Mitchell
1200 L Windsail Road
Baltimore, Md. 21221

CASE # 103008

05/26/88

DISTRICT #01-01

#04468 C230 R01 T14:15

REPLEVIN 10.00

(See Continuation Sheet)

The Plaintiff claims:

- XX \$ 1,363.59 plus interest of \$ and attorney's fees of \$ 1,363.59 plus court costs.
XX Return of the property and damages of \$ 9,090.61 for its detention in an action of replevin.
[] Return of the property, or its value, plus damages of \$ for its detention in action of detinue.
[] Other: and demands judgement for relief.

Signature of Plaintiff/Attorney

Telephone Number: 727-6700

WEINBERGER, WEINSTOCK, SAGNER,
DEVAN & HARRIS, P.A.
Sidney S. Friedman
345 North Charles St.
Baltimore, Md. 21201

APPLICATION AND AFFIDAVIT IN SUPPORT OF JUDGMENT

There are attached the documents indicated which contain sufficient detail as to liability and damage to apprise the Defendant clearly of the claim against the Defendant, including the amount of any interest claimed.

- [] Properly authenticated copy of any note, security agreement upon which claim is based [] Itemized statement of account [] Interest Work Sheet
[] Vouchers [] Check [] Other written document [] Verified itemized repair bill or estimate

I HEREBY CERTIFY: That I am the [] Plaintiff [] (Owner/Partner/Agent/Officer) of the plaintiff herein and am competent

to testify to the matters stated herein, which are made on my personal knowledge; that there is justly due and owing by the Defendant to the Plaintiff the sum set forth in the Complaint.

XX SEE ATTACHED
[] That

I solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of the above Complaint are true and I am competent to testify to these matters. The Defendant is not now in the military service, as defined in the Soldier's and Sailor's Civil Relief Act of 1940 with amendments, nor has been in such service within thirty days hereof.

Date

Signature of Affiant

1. Plaintiff financed the purchase of a 1987 Honda Civic SI 2 Dr. HBK on behalf of Errol A. Mitchell, all as more particularly set forth on the attached security agreement and conditional sales agreement.
2. Pursuant to the terms of the sales agreement/security agreement, Plaintiff retained title to said vehicle.
3. Pursuant to said security agreement/sales agreement, Plaintiff was given the right by Defendant to repossess said vehicle in the event of a breach or a default under the agreement. Defendant is in breach of the agreement, having defaulted on the payment terms.
4. Pursuant to said security agreement/sales agreement, Defendant agreed to pay 15% attorneys Fees in the event of a default.
5. Defendant had refused to deliver the vehicle to the Plaintiff as required by the agreement between the parties.

WHEREFORE, Plaintiff claims return of the vehicle plus money damages in the amount of \$9,090.61, plus attorney fees of \$1,363.59.


Sidney S. Friedman



Provident
BANK OF MARYLAND

7210 Ambassador Road
P.O. Box 1661
Baltimore, MD 21203-1661

May 9, 1988

Name Errol A. Mitchell
Account Number 92-116486

Date of Note October 11, 1986
Original Balance \$10,280.00
Terms 60 X \$228.67
Interest Rate 12%
First Payment Due November 25, 1986

SIMPLE INTEREST LOAN

<u>Date Paid</u>	<u>Amount Paid</u>	<u>Applied to Principal</u>	<u>Applied to Interest</u>	<u>Late Chg. Paid</u>	<u>Month Due For</u>
12/02/86	\$228.67	\$ 53.92	\$174.75		11/25/86
01/16/87	228.67	78.69	149.98		12/25/86
02/17/87	233.67	123.82	104.85	\$ 5.00	01/25/87
03/10/87	228.67	151.82	76.85		02/25/87
04/07/87	228.67	139.82	88.85		03/25/87
05/11/87	233.67	118.38	110.29	5.00	04/25/87
08/06/87	233.67		233.67		05/25/87
08/06/87	233.67	185.47	48.20		06/25/87
08/06/87	228.67	228.67			07/25/87
09/22/87	228.67	89.55	139.12		08/25/87
10/06/87	228.67	186.74	41.93		09/25/87
11/03/87	228.67	146.53	82.14		10/25/87
12/21/87	228.67	95.94	132.73		11/25/87

Total Amount of Payments made \$2,992.71
Total Amount Applied to Principal \$1,599.35
Total Amount Applied to Interest \$1,383.36
Total Amount of Late Charge Paid \$ 10.00

Original Balance \$10,280.00
Total Amount Applied to Principal \$ 1,599.35

Total \$ 8,680.65
Interest Accrual \$ 409.96

Total \$ 9,090.61

Balance Due \$ 9,090.61

DISTRICT COURT FOR BALTIMORE CITY
PLAINTIFF'S EXHIBIT
NO. 2-907-119/89

I HEREBY CERTIFY UNDER THE PENALTIES OF PERJURY, THAT THE ABOVE INFORMATION IS AN ACCURATE COMPILATION OF THE BOOKS AND RECORDS OF ACCOUNT NUMBER 92-116486 MAINTAINED IN THE ORDINARY COURSE OF BUSINESS BY PROVIDENT BANK OF MARYLAND.

Rosemarie Ceo
Loan Collection Supervisor



Provident

BANK OF MARYLAND

7210 Ambassador Road
P.O. Box 1661
Baltimore, MD 21203-1661

May 9, 1988

Re: Errol A. Mitchell
Account Number
92-116486

1987 Honda Civic SI 2Dr HBK

Condition of Car Clean

Vehicle Valued at \$6,000.00

I HEREBY CERTIFY UNDER THE PENALTIES OF PERJURY, THAT THE ABOVE INFORMATION IS AN ACCURATE COMPILATION OF THE BOOKS AND RECORDS OF ACCOUNT NUMBER 92-116486 MAINTAINED IN THE ORDINARY COURSE OF BUSINESS BY PROVIDENT BANK OF MARYLAND.

Rosemarie Ceo
Loan Collection Supervisor

NATIONAL AUTO RESEARCH

Black Book®

USED CAR MARKET
GUIDE
"WEEKLY"

MARYLAND EDITION

A **Hearst** Business Publication

86 CONQUEST (PRICES INC. AC)

* ADD * * DEDUCT *
 600 INTERCOOLER 600 WITHOUT F/AIR
 LOAN X-CL. CLN. AVG. RGH.
 7390 2D LIFTBACK 8410 8210 7190 6110
 (PRICES INC. AC)

85 CONQUEST (PRICES INC. AC)

* ADD * * DEDUCT *
 6095 2D LIFTBACK 550 WITHOUT F/AIR
 6985 6775 5775 4665
 (PRICES INC. AC)

84 CONQUEST (PRICES INC. AC)

* ADD * * DEDUCT *
 5070 2D LIFTBACK 500 WITHOUT F/AIR
 5825 5635 4715 3725
 (PRICES INC. AC MT 4CY)

82 FIAT (PRICES INC. AC MT 4CY)

* ADD * * DEDUCT *
 400 WITHOUT F/AIR

STRADA

1395 2D HATCHBACK	1760	1550	940	250
1485 2D HATCHBK CSTM	1860	1650	1040	360
1485 4D HATCHBACK CSTM	1840	1650	1060	340

SPIDER 2000

2745 2D CONV	3300	3050	2360	1550
3630 2D CONV	4285	4035	3265	2415
3665 2D CONV TURBO	4325	4075	3165	2175

87 HONDA (PRICES INC. AC MT 4CY)

* ADD * * DEDUCT *
 300 AUTO TRANS 650 WITHOUT F/AIR
 175 ALUMINUM WHEELS
CIVIC CRX
 6560 2D COUPE 1.5 HF 7560 7290 6510 ---
 6830 2D COUPE 1.5 7840 7590 6710 ---
 7415 2D COUPE 1.5 Si 8500 8240 7190 ---
CIVIC
 5195 2D HBK 1.3 STD 5965 5775 5075 ---
 5735 2D HBK 1.5 DX 6575 6375 5625 ---
 6270 2D HBK 1.5 Si 7165 6965 5975 ---
 6095 4D WAGON 1.5 6985 6775 5985 ---
 6540 4D WAGON 4WD 1.5 7475 7265 6425 ---
 6540 4D SEDAN 1.5 7465 7265 6435 ---

ACCORD

7290 2D HATCHBACK DX	8350	8100	7300	---
8970 2D HBK LXi	10215	9965	8965	---
8795 4D SEDAN DX	10025	9775	8825	---
9280 4D SEDAN LX	10560	10310	9360	---
10080 4D SEDAN LXi	11460	11200	10060	---

PRELUDE

10325 2D COUPE	11715	11475	10425	---
11225 2D COUPE Si	12715	12475	11265	---

86 HONDA (PRICES INC. AC MT 4CY)

* ADD * * DEDUCT *
 275 AUTO TRANS 600 WITHOUT F/AIR
 150 ALUMINUM WHEELS
CIVIC CRX
 5700 2D COUPE 1.5 HF 6535 6335 5585 4725
 5925 2D COUPE 1.5 6765 6585 5775 4885
 6455 2D COUPE 1.5 Si 7415 7175 6165 5065
CIVIC
 4320 2D HBK 1.3 STD 5010 4800 4135 3340
 4805 2D HBK 1.5 DX 5540 5340 4660 3840
 5400 2D HBK 1.5 Si 6260 6000 5100 4100
 5220 4D WAGON 1.5 5990 5800 5100 4300
 5680 4D WAGON 4WD 1.5 6500 6310 5560 4710
 5670 4D SEDAN 1.5 6490 6300 5550 4690

ACCORD

6195 2D HATCHBACK DX	7125	6885	6185	5375
7885 2D HBK LXi	9010	8760	7750	6660
7750 4D SEDAN DX	8850	8610	7760	6800
8220 4D SEDAN LX	9375	9135	8275	7335
8930 4D SEDAN LXi	10215	9925	8925	7815

PRELUDE

9100 2D COUPE	10300	10110	9190	8210
9900 2D COUPE Si	11390	11000	10000	8890

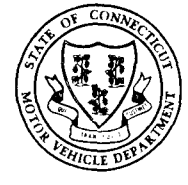
85 HONDA (PRICES INC. AC MT 4CY)

* ADD * * DEDUCT *
 250 AUTO TRANS 550 WITHOUT F/AIR
 125 ALUMINUM WHEELS
CIVIC CRX
 4825 2D COUPE 1.5 HF 5550 5360 4590 3740
 4985 2D COUPE 1.5 5760 5540 4740 3850
 5500 2D COUPE 1.5 Si 6300 6110 5150 4090

CERTIFICATE OF TITLE



STATE OF CONNECTICUT MOTOR VEHICLE DEPARTMENT



TYPE OF REGISTRATION Pass	C.C. 01	SUB CD	MARKER PLATE NO. 436FDD	TAX TOWN 015	TITLE NO. 16067718
1. APPLICANT(S) MALE	2. BIRTHDATE MO. DAY YR. 5/15/60	3. DATE YOU BOUGHT VEHICLE 10-30-86	PRIOR STATE TITLE MD	PRIOR TITLE NO. 14374997	
4. NAME (Last, First, Middle Initial) AND CO-OWNER'S NAME (If Any) MITCHELL, ERROL A					
5. MAIL ADDRESS (No. & Street, P.O. box not acceptable unless box 7 completed) 106 RYAN AVE (City or Town) DANFORTH CT (State) CT (Zip code) 06497			6. TOWN IN CONN. WHERE VEHICLE WILL BE GARAGED FOR LONGEST PERIOD DURING COMING YEAR (Town where vehicle will be taxed as personal property): SALE		
7. RESIDENCE ADDRESS # (Different from mail address): SALE					
8. VEHICLE IDENTIFICATION (Not Engine No.) JHNE63344H5003267				9. MAKE OF VEHICLE HONDA	10. YEAR 87
11. COLOR(S) (Max. two) RED		12. MODEL NAME OR NO. CIVIC		13. NO. OF CYLINDERS 4	14. BODY STYLE (4-Dr. Sedan, etc.) 2D HATCH
15. NEW USED <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED		16. ODOMETER READING 40097			
17. DIESEL ENGINE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		18. IF YES, IS FUEL PURCHASED FROM: <input type="checkbox"/> BULK STORAGE <input type="checkbox"/> RETAIL OUTLET (GAS STATION)		19. FIRST LIEN-HOLDER PROVIDENT BANK OF MD	
20. DATE OF FIRST LIEN 10-30-87		21. FIRST LIEN-HOLDER'S ADDRESS (No. & Street) 240 N HOWARD ST (City or Town) BALTIMORE, MD (State) 21201			
22. TYPE OF LIEN (Chattel Mortgage, etc.)		23. SECOND LIEN-HOLDER N/A			
24. DATE OF SECOND LIEN		25. SECOND LIEN-HOLDER'S ADDRESS			
26. TYPE OF LIEN		27. SELLER'S NAME (If 2 owners, include both names)			
28. DEALER'S LICENSED NO. (If Seller is licensed dealer)		29. SELLER'S ADDRESS (No. & Street) (City or Town) (State)			

RELEASE OF LIEN
The holder of Lien on the vehicle described in this Certificate does hereby state that the lien described in said Certificate of Title is released and discharged.

By: _____
Firm Name _____
Signature of Authorized Agent _____
Date _____
Firm Name _____
Signature of Authorized Agent _____
Date _____

THE COMMISSIONER OF MOTOR VEHICLES HEREBY CERTIFIES THAT AN APPLICATION FOR A CERTIFICATE OF TITLE FOR THE MOTOR VEHICLE DESCRIBED HEREIN HAS BEEN DULY FILED, PURSUANT TO THE PROVISIONS OF THE LAWS OF THE STATE OF CONNECTICUT, AND BASED ON THE STATEMENTS OF THE APPLICANT AND THE RECORDS ON FILE WITH THIS AGENCY THE APPLICANT NAMED IS THE OWNER OF SAID VEHICLE.

THE DEPARTMENT OF MOTOR VEHICLES FURTHER CERTIFIES THAT THE VEHICLE IS SUBJECT TO ANY SECURITY INTERESTS SHOWN HEREIN.

DATED AT WETHERSFIELD IN WITNESS WHEREOF,

January 27, 1988

I have affixed my hand and seal.

Lawrence P. White

COMMISSIONER OF MOTOR VEHICLES

VOID IF ALTERED

66-116488

SAVE ORIGINAL DOCUMENT
RETURN TO LIS.

Maryland Department of Transportation

MOTOR VEHICLE ADMINISTRATION



VEHICLE IDENTIFICATION NO. YEAR MAKE BODY STYLE CLASS ODOMETER TITLE NUMBER

JHMEC3344HS 003267 87 HOND 2S A 20 14374997

EXCEPT. GR. VEH. WT. GR. COMB. WT. FEE (TAGS) INSPECTION DATE DATE ISSUED

N/A -3700 N/A \$20.00 N/A 10/31/86

OWNER'S SOUNDEX/DRIVER LICENSE NO. CO-OWNER'S SOUNDEX/DRIVER LICENSE NO.

M-324-234-067-369

NAME AND ADDRESS OF FIRST SECURED PARTY

PROVIDENT BK OF MARYLAND
240 N HOWARD ST
BALTIMORE MD 21201 F2728452

NOTICE OF SECURITY INTEREST FILING

THIS IS TO CERTIFY THAT A SECURITY INTEREST HAS BEEN DULY FILED WITH THE MOTOR VEHICLE ADMINISTRATION IN THE NAME OF THE SECURED PARTY ABOVE ON THE VEHICLE SO DESCRIBED HEREON.

TERMINATION STATEMENT

I, THE UNDERSIGNED DO HEREBY RELEASE ALL RIGHTS AND INTERESTS IN THE VEHICLE DESCRIBED ABOVE.

SIGNATURE OF SECURED PARTY OFFICIAL CAPACITY DATE OF RELEASE

NAME(S) AND ADDRESS OF REGISTERED OWNER(S)

ERROL ANTHONY MITCHELL
1200 L WINDSAIL RD
BALTIMORE BA MD 21221

OFFICIALLY ISSUED ON THE DATE SET FORTH ABOVE.

ADMINISTRATOR OF MOTOR VEHICLES

SEE REVERSE SIDE FOR INSTRUCTIONS

**CARROLL COUNTY BANK and TRUST
PURCHASER'S STATEMENT**

DEALER *North West*

DATE	NEW OR USED	YEAR	MAKE OF AUTOMOBILE	TYPE OF BODY	MODEL NUMBER	NO. CYL.	EQUIPMENT LIST
		74	Lincoln	3Dr	EC334	4	CASH PRICE 10800
				<i>Chic H/B</i>	DEALER COST (NEW)		CASH DOWN PAYMENT
					MIDDLE MARK (USED)		TRADE ALLOW
					% OF ADVANCE		OWING ON TRACE
							NET TRADE IN
							TOTAL DOWN PAYMENT 1600
							UNPAID BALANCE OF CASH PRICE 9200
							TOTAL AMOUNT TO BE FINANCED FOR 60 MO

NAME *ANTHONY MICHON* AGE 26 DATE OF BIRTH 5-18-60 SOC SEC NO. 2-5-86 0113

RESIDENCE *1200 S. ...* CITY *...* STATE *...* ZIP *...*

PHONE NO. *...*

EMPLOYER *Steel Corp* ADDRESS *...* PHONE NO. *...*

CO-APPLICANT INFORMATION

NAME *...* ADDRESS *...* PHONE NO. *...*

RELATIONSHIP *...*

CO-APPLICANT'S SIGNATURE *...*

CREDIT REFERENCES - include finance companies, banks, credit cards, charge accounts

NAME	ADDRESS	BALANCE	PAYMENT
<i>...</i>	<i>...</i>	<i>...</i>	<i>...</i>
<i>...</i>	<i>...</i>	<i>...</i>	<i>...</i>

DATE OF ACCT. *OCT 09 1980*

INSURANCE INFORMATION

INSURANCE CO. *...*

COVERAGE *...*

APPLICANT'S SIGNATURE *...*

APPROVED
OK 9700 XEC

INITIALS *AS* CODES *6*

INFORMATION APPLICABLE TO CO-APPLICANT

NAME *...* ADDRESS *...* PHONE NO. *...*

OCCUPATION *...* EARNINGS *...*

APPLICANT'S SIGNATURE *...*

9700460

Coverage shall be for the lesser of (1) the cost of repair or replacement of Vehicle. (2) actual cash value of Vehicle or (3) the unpaid Balance of Cash Price Being Financed at the time of damage or loss. Coverage expires on the date of the last payment and protects only you from loss due to physical damage to or loss of vehicle. I may obtain this insurance through the agent of my choice.

Total Property Damage Premium Protecting You Only \$ 30.00

B. CREDIT INSURANCE

No credit life insurance coverage is financed under this Agreement unless coverage is checked below.

THE PURCHASE OF CREDIT LIFE AND CREDIT ACCIDENT AND HEALTH INSURANCE IS VOLUNTARY AND IS NOT REQUIRED FOR THE EXTENSION OF CREDIT. Credit insurance expires on the maturity of this Agreement. Benefits are payable to you. I will be covered for the unpaid Total of Payments due you, minus any refund due to prepayment. I am not 65 years of age or older. I desire to purchase the credit insurance checked below for the premium(s) indicated.

1 Credit Accident and Health \$ N/A
2 Credit Life \$ N/A

SIGNATURE _____ (SEAL) DATE 10/11/86
SIGNATURE _____ (SEAL) DATE 10/11/86

C PROPERTY INSURANCE PROTECTING YOU AND ME

Property insurance protecting both your interest and my interest in the Vehicle is required, but cannot be financed under this Agreement. I may obtain this insurance through the agent of my choice. I have purchased the following policy or binder from the following company and agent

Policy or Binder No. 19CW0614657 Agent's name LISA JONES
Insurance Company's name GLOBE AMERICAN CAS.

TERMS AND CONDITIONS

1. Payment: I agree to pay the Amount Financed shown above with single interest accruing daily at the Annual Percentage Rate shown above. I will pay these amounts in consecutive monthly payments according to My Schedule of Payments. To calculate my daily interest you assume each calendar year is 360 days long. You then divide my Annual Percentage Rate by 360 and multiply the resulting daily interest factor by my unpaid Amount Financed outstanding on each day of the 360-day year. My daily interest begins accruing on the date of this Note. The scheduled amount of my final payment is computed on the assumption that each payment will be made on the date on which it is due. Because interest is computed daily on the unpaid Amount Financed, each payment that I make before its due date may cause my final payment to decrease, and each payment that I make after the due date may cause my final payment to increase. I may prepay my obligation at any time.

2. Due Date: If my payment schedule provides that a payment is due on the 29th, 30th or 31st of a month that does not contain such a date, my payment will be due on the last day of that month.

3. Delinquency Charge: If I fail to make a payment within 15 days of the date it is due, I shall pay a late charge of the lesser of \$5 or 5% of the late payment.

(TERMS AND CONDITIONS CONTINUED ON REVERSE SIDE)

The following Notice applies only if the Buyer is a natural person acquiring the Vehicle for personal, family or household use:

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.

BUYER ACCEPTS THE TERMS AND CONDITIONS CONTAINED IN THIS CONDITIONAL SALES AGREEMENT AND ACKNOWLEDGES RECEIPT, AT THE TIME OF SIGNING, OF A TRUE AND COMPLETELY FILLED IN COPY OF THIS CONTRACT

X [Signature] (SEAL) Date 10/11/86 _____ (SEAL) Date _____
Buyer's Signature Buyer's Signature

THE FOLLOWING PARTIES SIGN THIS CONDITIONAL SALES AGREEMENT FOR THE PURPOSE OF GRANTING YOU A SECURITY INTEREST IN THE VEHICLE DESCRIBED ABOVE AND UNDERSTAND THEY WILL NOT RECEIVE ANY OF THE PROCEEDS HEREOF, ALTHOUGH THEY AGREE TO ABIDE BY THE TERMS AND CONDITIONS CONCERNING YOUR SECURITY CONTAINED IN THIS CONDITIONAL SALES AGREEMENT

X [Signature] (SEAL) Date 10/11/86 _____ (SEAL) Date _____
Buyer's Signature Buyer's Signature

ASSIGNMENT

This Conditional Sales Agreement is hereby assigned by Seller to Provident Bank of Maryland, Operations Center, Rutherford Business Center, 7210 Ambassador Road, Baltimore, MD 21207, under the terms of the Assignment and Warranties appearing hereon.

SIGNER: (Type Signer's Name) _____ SELLER: (Type Seller's Name) _____
[Signature] _____ DRIFTWOOD INC
Signature (SEAL) Title Bus. Man. Date 10/11/86

FILING OFFICER: Return to Provident Bank of Maryland, Operations Center, Rutherford Business Center, 7210 Ambassador Road, Baltimore, MD 21207

**PROVIDENT BANK OF MARYLAND
SECURITY AGREEMENT AND CONDITIONAL
SALES AGREEMENT — VEHICLE**

FOR FILING OFFICER USE

IDENTIFYING FILE NO

66 116486

BUYER'S (DEBTOR'S) NAME (LAST NAME FIRST) AND ADDRESS
ERROL ANTHONY MITCHELL
 1200 L WINDSAIL RD.
 BALTIMORE MD 21221

In this Agreement the words "I," "me," "my" and "mine" refer to each and all the persons who sign below as Buyers. The words "you," "your" and "Holder" refer to the person who holds this Agreement, including the Seller. The word "Agreement" refers to this Security Agreement and Conditional Sales Agreement. The word "Vehicle" refers to the vehicle described below including all accessories, equipment, tires and parts which are now or later attached or used in connection with it and any proceeds, including insurance proceeds, derived from the Vehicle. I have been quoted a price for the sale of the Vehicle which I may choose to pay in cash, which price is given below as "Total Cash Price." I also have been quoted a time sale price for the sale of the Vehicle which I may choose to pay over time, which price is given below as "Total Sale Price." Total Sale Price includes the Amount Financed plus a finance charge at the Annual Percentage Rate disclosed below. You agree to sell and I agree to purchase at the time sale price the Vehicle upon the Terms and Conditions in this Agreement.

Security Interest: I grant to you a security interest in the Vehicle. This security interest shall remain in effect and you will retain title to the Vehicle until I have paid all amounts due to be paid by me under this Agreement. The Third Party Guarantors agreement in this Agreement, if executed, also shall constitute collateral security.

Assignment: It is anticipated that this Agreement shall be assigned to Provident Bank of Maryland, Operations Center, Rutherford Business Center, 7210 Ambassador Road, Baltimore, MD 21207. I will make all payments under the Agreement to Provident at this address unless notified in writing by Provident otherwise.

SELLER (SECURED PARTY) NAME AND ADDRESS
DRIFTWOOD INC
 9700 REISTERSTOWN RD
 OWINGS MILLS MD 21117

New or Used NEW	Year 87	No Cyl 4	Make HONDA	Type of Body (Give Truck Tonnage) 3DR	Model CIVIC SI	Manufacturer's Serial No JHMEC3344HS003267
<input type="checkbox"/> Auto Trans	<input type="checkbox"/> Four Speed	<input type="checkbox"/> Radio	<input type="checkbox"/> Power Steering	<input type="checkbox"/> Power Brakes	<input type="checkbox"/> Air Cond	<input type="checkbox"/>

The Creditor making these disclosures is the Seller identified above.

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate 12.00 %	FINANCE CHARGE The dollar amount the credit will cost me \$ 3440.20	Amount Financed The amount of credit provided to me or on my behalf \$ 10280.00	Total of Payments The amount I will have paid after I have made all payments as scheduled \$ 13720.20	Total Sale Price The total cost of my purchase on credit, including my downpayment of \$ 100.00 \$ 14820.20
MY PAYMENT SCHEDULE WILL BE:		FILING FEES		LATE CHARGE
NO OF PAYMENTS 60	AMOUNT OF PAYMENT 228.67	WHEN PAYMENTS ARE DUE MONTHLY BEGINNING 11/10/86	\$ 12.00	If a payment is late, I will be charged the lesser of \$5 or 5% of the payment.

Security: I am giving a security interest in the goods or property being purchased and all money on deposit with, or property in possession of Provident Bank of Maryland or the Seller.

Prepayment: If I pay off early I will not have to pay a penalty.

I may see the rest of my Conditional Sales Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

e means an estimate

ITEMIZATION OF SALE AND AMOUNT FINANCED

1. Cash Price (including Sales Tax of \$ 517.52)	\$ 10868.00	
2. Installation and Delivery Charges	\$ N/A	
Extended Service Contract (Paid to)	\$ 425.00	
TOTAL CASH PRICE		\$ 11293.00
5. Downpayment:		
5a. Trade-in: (Make, Model & Year)		
5b. Value of Trade-in	\$ N/A	
5c. Amount Owed on Trade-in \$ N/A (Paid to)		
5d. Net Trade-in	\$ N/A	
5e. Cash downpayment	\$ 1100.00	
TOTAL DOWNPAYMENT		\$ 1100.00
7. UNPAID BALANCE OF CASH PRICE BEING FINANCED		\$ 10193.00
8. Other Charges Being Financed:		
8a. Property Insurance Protecting You Only (Paid to NATIONAL INSTALLMENT L.P.)	\$ 30.00	
8b. Credit Life Insurance (Paid to)	\$ N/A	
8c. Credit Accident and Health Insurance (Paid to)	\$ N/A	
8d. License, Title and Registration Fees (Paid to Government Officials)	\$ 45.00	
8e. Filing and Recording Fees (Paid to government officials)	\$ 12.00	
9. TOTAL OTHER CHARGES		\$ 87.00
10. AMOUNT FINANCED		\$ 10280.00

DISTRICT COURT FOR BALTIMORE CITY
 PLAINTIFF'S EXHIBIT
 NO. 1-119-89

INSURANCE DOES NOT INCLUDE COVERAGE FOR PERSONAL LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS.

7210 Ambassador Road
P.O. Box 1661
Baltimore, Maryland 21203-1661



Provident
BANK OF MARYLAND

March 16, 1989

AFFIDAVIT

I, George Reaver do hereby acknowledge under penalties of perjury that the following statements are true to the best of my knowledge that

1. The case of Provident Bank vs. Errol Mitchell is one of many cases handled while employed by Provident Bank of Maryland and therefore admits to have little if any remembrances of such case.
2. I have no remembrance nor knowledge of any conversation between myself and Errol Mitchell by telephone or any other means.
3. I have no knowledge of any discussions with Tonya Little regarding this case.
4. Any ~~discussions~~ ^{decisions} that I ~~may~~ ^{may have} made would have been documented in the file. *may have GR*
5. The repossession on such a case ~~would~~ ^{could} have been handled by Nationwide Recovery and that they ~~would~~ ^{could} have knowledge of this case. *could GR*
6. Any further information on this case would be unknown per paragraph 1.

Sincerely,

George Reaver

Subscribed and sworn to before me

This 20th Day of March 1989.

Notary Public

DISTRICT COURT FOR BALTIMORE
PLAINTIFF'S EXHIBIT
NO. 1-GR-3/21/89

My commission expires 07/01/90.

4 Documents Securing Your Interest: This Agreement may be assigned by you or the terms for payment renewed or extended without passing title to the Vehicle to me. Your interest in the Vehicle shall be noted on a Maryland Certificate of Title. Upon my performance of all my obligations under this Agreement, you shall deliver to me appropriate documents with proper evidence of satisfaction as required by law.

5 Insurance.

5.1 Risk of Loss: I at all times shall bear the risk of loss of, damage to, or destruction of the Vehicle and any such loss damage or destruction shall not release me from my obligations under this Agreement

5.2 Incomplete Insurance Information: I recognize that the statements concerning insurance coverages, payments, expiration and other insurance terms on this Agreement are incomplete, and I agree to review and rely on the complete terms, provisions and conditions of the actual insurance policies or certificates

5.3 Agreement To Pay for Insurance: I consent to payment of the insurance premiums in the amount(s) listed in the Itemization of Sale and Amount Financed

5.4 My Duty To Obtain and Retain Insurance For Your Benefit: I shall buy fire, theft and collision insurance on the Vehicle and shall keep this kind of insurance in force at all times during the term of this Agreement, and I direct any insurer to make payment directly to you. I shall promptly deliver to you a paid-up policy for this insurance. If the term of the insurance initially purchased by me is less than the term of this Agreement, then prior to expiration of the insurance policy I shall furnish to you either a paid-up policy or evidence of renewal of the initial policy. If I fail to provide or maintain such insurance, I authorize you to buy the insurance and coverage you require. Should you be unable to purchase insurance for me or should the required insurance at any time be cancelled by the carrier or expire, I shall immediately provide the required coverage. If I do not have the required insurance coverage, you may obtain coverage protecting your interest for at least the term of this Agreement and any other period beyond the term of this Agreement that may be required by the insurance company issuing the policy. You may apply any unearned insurance premium received by you toward my obligation under this Agreement. I shall promptly pay to you any premium for replacement coverage, and until I have paid you in full, the amount of any unpaid premium shall accrue interest at the rate of finance charge applicable under this Agreement and such unpaid premium with interest thereon constitute an additional part of my obligation secured by this Agreement.

6. My Warranties as to Other Credit, Trade-In: I represent and warrant that no other extension of credit exists or is to be made in connection with this purchase, and that my trade-in, if any, is free from any lien, encumbrance or other charge, except as indicated in the Itemization of Sale and Amount Financed.

PARAGRAPHS 7 AND 8 ARE PARTS OF THIS AGREEMENT ONLY IF THE VEHICLE IS PURCHASED FOR BUSINESS OR COMMERCIAL PURPOSES.

7. Your Attorney To Act in My Stead: I irrevocably authorize any attorney of any court having jurisdiction to appear for me and confess judgment against me for any sums, including costs and expenses, owing under this Agreement together with court costs and attorney's fees as provided in this Agreement. I irrevocably appoint you as my attorney-in-fact to cancel insurance on the Vehicle and to receive and endorse any draft remitting unearned premiums.

8. LIMITATION OF WARRANTIES AND CLAIMS; NO EXPRESS OR IMPLIED REPRESENTATION, PROMISE OR WARRANTY HAS BEEN MADE WITH RESPECT TO THE MERCHANTABILITY, SUITABILITY OR FITNESS FOR PURPOSE OF THE VEHICLE OR OTHERWISE UNLESS WRITTEN HEREON OR CONTAINED ON A SEPARATE WRITTEN INSTRUMENT SIGNED BY SELLER. I AGREE TO SETTLE DIRECTLY WITH THE SELLER ALL CLAIMS CONCERNING THE VEHICLE OR ITS USE OR OPERATION, AND I WILL NOT ASSERT AGAINST ANY SUBSEQUENT HOLDER OF THIS AGREEMENT ANY CLAIM OR DEFENSE WHICH I MAY HAVE AGAINST THE SELLER, DISTRIBUTOR OR MANUFACTURER OF THE VEHICLE.

9. Default:

9.1 Events of Default: I shall be in default under this Agreement if: (1) I fail to pay any payment or any other sum when it is due; or (2) I shall or shall attempt to, without your written permission, (a) remove or allow removal of the Vehicle for extended period of time from the address where it is usually located, (b) sell, encumber or otherwise dispose of my rights or interests under this Agreement or any other interest in the Vehicle, (c) conceal, hire out or let the Vehicle, or (d) carry passengers in the Vehicle for hire; or (3) misuse or abuse the Vehicle, or use or allow the use, with or without my knowledge, of the Vehicle in connection with any illegal undertaking; or (4) receivership or insolvency proceedings or any assignment for the benefit of creditors shall be instituted by or against me; or (5) the Vehicle shall be attached, levied upon, seized in any legal proceeding, or held by virtue of any lien or distress; or (6) I die; or (7) I shall fail to pay promptly all taxes and assessments upon the Vehicle or its use; or (8) the Vehicle is damaged such that the value of your collateral is diminished and permitted to remain in a damaged condition for one month after the occurrence or accident causing the damage; or (9) I fail to keep the Vehicle suitably insured; or (10) my operator's license or the registration certificate of the Vehicle shall be suspended or revoked; or (11) I breach any other warranty or fail to meet any of my other obligations set forth in this Agreement.

9.2 Your Remedies Upon Default: If I am in default under this Agreement, you may: (1) require that I pay immediately my unpaid balance of my obligation, including finance charges and other charges and fees due under this Agreement; (2) set off my liability on this Agreement against my deposits or other personal property held by you; (3) refer this Agreement to an attorney for collection or enforcement and receive as a reasonable attorney's fee of 15% of all amounts I owe at time of referral plus court costs, collection costs and any other expenses permitted by law. Such costs and fees shall constitute an additional part of my obligation secured by this Agreement.

9.3 Default, Delivery of Vehicle to You: If I default and do not immediately pay all amounts due under this Agreement, I shall immediately deliver the Vehicle to you at such place as you may reasonably require. Collection costs and expenses shall include all actual and reasonable costs to you of enforcement and collection of any amount due and payable under this Agreement and all actual and reasonable costs and expenses of retaking, maintenance, cleaning, repairing or other rehabilitation, storage and sale of the Vehicle, to the extent their assessment may be permitted by law. Delivery to you shall not relieve me of my obligation to satisfy any deficiency which may arise upon subsequent sale of the Vehicle by you.

10. Repossession and Resale Upon Default: In the event of default, I agree that you may, with or without legal process or judicial decree and with or without previous notice or demand for performance, enter any premises where the Vehicle may be located, and take possession of it, together with anything in or on the Vehicle. However, nothing in this Agreement gives you any right to enter unlawfully upon any premises. While removing the Vehicle from the place of repossession to your place of storage, you may use my license plates. You, upon my return of the Vehicle to you or your repossession of it, shall have the remedies provided by the Maryland Uniform Commercial Code and by any other applicable state or federal law. The proceeds of any public or private sale or other disposition shall be applied: (1) to the actual and reasonable cost of the sale; (2) to the actual and reasonable cost of retaking and storage, plus delinquency and collection charges, and attorney's fees as provided for in this Agreement and (3) to any amounts I owe under this Agreement. Any remaining proceeds shall be paid to me or otherwise as provided by law. I shall be liable for any deficiency.

11. Recovery of Personal Belongings Upon Repossession: I shall send notice by registered mail to you within 24 hours of repossession if I claim any articles not covered by this Agreement were contained in or on the Vehicle at the time of repossession and shall pick up these articles within 7 days after you notify me by mail as to where these articles may be called for, and I agree that if I do not pick the articles up, I shall not have any further claim to them. In any case, you shall not be liable for such articles or damage to them.

12. Your Actions Will Not Cure My Default: Any remedy which you make of any default of mine in order to protect your interest shall not cure my default and you may proceed to enforce all rights available to you upon a default by me.

13. Limitations on Your Waivers: Your failure to exercise any of your rights provided in this Agreement shall not be deemed a waiver of those rights or any other of your rights, and no waiver of any of your rights shall be deemed to apply to any of the other such rights you have under this Agreement, nor shall



DISTRICT COURT OF MARYLAND FOR

Baltimore City

City/County

Located at 501 E. Fayette Street 21202

Court Address

Case No. 16386-88

STATE OF MARYLAND

OR

Provident Bank of MD

vs.

Errol A. Mitchell

Plaintiff

Defendant

TRIAL OR HEARING NOTICE

TO:

Notice of intent to defend has been filed by in the above case. The trial is set for at You must be prepared for trial on this date.

The trial date in the above case has been changed to at

You are hereby summoned to appear at the above location.

Hearing on Motion to be held March 21, 1989 at 8:45 a.m.

If Motion results in trial, trial will be held the same day will be rescheduled.

Continuation of oral examination to be held on at

Case has been continued to an indefinite date. You will be notified.

MOTION FOR NEW TRIAL

2-21-89

Date

Catherine Valeika

Clerk

Copies mailed to:

(1) Michael Botsaris
345 N. Charles Street
Baltimore, MD 21201

(2) Errol A. Mitchell
1200 L Windsail Road
Baltimore, MD 21221

(3)

(4)



DISTRICT COURT OF MARYLAND FOR Baltimore City

City/County

Located at 502 501 E. Fayette St. Case No. CV 010-16386-88

Court Address

STATE OF MARYLAND

OR

Provident Bank of Md. vs. Errol A. Mitchell

Plaintiff

Defendant

TRIAL OR HEARING NOTICE

TO: [Redacted]

[] Notice of intent to defend has been filed by [Redacted] in the above case. The trial is set for [Redacted] at [Redacted]. You must be prepared for trial on this date.

[] The trial date in the above case has been changed to [Redacted] at [Redacted].

You are hereby summoned to appear at the above location.

[x] Hearing on Motion to be held Feb. 21, 1989 at 8:45a.M

[x] If Motion results in trial, trial [] will be held the same day [x] will be rescheduled.

[] Continuation of oral examination to be held on [Redacted] at [Redacted].

[] Case has been continued to an indefinite date. You will be notified.

(MOTION FOR NEW TRIAL)

Feb. 1, 1989

Date

D. WHITING

Clerk

Copies mailed to:

(1) Errol A. Mitchell Mitchell 1200 L Windsail Rd. Baltimore, DM. 21221

(2) Sidney S. Friedman Michael Botsaris 345 N. Charles St. Baltimore, DM. 21201

(3) [Redacted]

(4) [Redacted]

C.C. 1. PROVIDENT BANK of D.
2. WEINBERGER, WEINSTOCK, SAGER,
STEYAN & HARRIS
DIST. COURT AND
1ST DIST. CIVIL
JAN 13 4 09 PM '89

1200- WINDSAIL RD
BALTIMORE, MD. 21221
JANUARY 13, 1989

DISTRICT COURT OF MD.
FOR BALTIMORE CITY
501 E. FAYETTE ST.
BALTIMORE, MD 21202

LIPSON
1-24
1-26-89
SCHEDULE FOR A HEARING
ON DEFT'S MOTION FOR
A NEW TRIAL.

REFERENCE TO CASE #:
CY - 010-16386-88

Alan B. Lipson
JUDGE ALAN B. LIPSON

PLAINTIFF: PROVIDENT BANK OF MARYLAND
7210 AMBASSADOR RD.
BALTIMORE, MD. 21207

DEFENDANT: ERROL A. MITCHELL
1200-L WINDSAIL RD.
BALTIMORE, MD. 21221

DEAR CLERK,

I WISH TO MAKE A MOTION
FOR A NEW TRIAL DATE ON THIS CASE.
I ~~DID NOT~~ DID NOT RECEIVE A NEW TRIAL DATE THAT
WAS SET FOR THE 9TH OF JANUARY AS RECORDED
ON THE JUDGEMENT. ENCLOSED IS A COPY OF
POSTPONEMENT OF DATE THAT I RECEIVED & KNEW ABOUT.

Sincerely, Errol Mitchell.

PROVIDENT BANK OF MARYLAND * IN THE
Plaintiff * DISTRICT COURT
vs. * OF MARYLAND FOR
ERROL A. MITCHELL * BALTIMORE CITY
Defendant * CASE # CV 010-16386-88
* T/D November 28, 1988

* * * * *

ORDER

Upon the foregoing Motion and the State of the Pleadings,
it is this *29th* day of *November*, 1988, by the District
Court of Maryland for Baltimore City,

ORDERED, that the above matter be and the same is hereby
postponed from the hearing date of November 28, 1988,

AND IT IS FURTHER ORDERED, that this matter shall be converted
from Replevin to Contract.

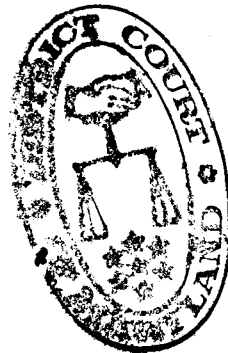
Judge

Alan J. Karlin
JUDGE ALAN J. KARLIN

TRUE COPY, TEST

William A. Dorsey

WILLIAM A. DORSEY, Administrative Clerk
DISTRICT COURT OF MARYLAND, DISTRICT 1



63070-552

I wish to make a

motion for new trial

Why entitled?

Case #

Trial Date.

Plaintiff

Defendant

Judge

Clerk of the Court

202

333-4664



WILLIAM A. DUNN, Administrative Clerk
DISTRICT COURT OF MARYLAND, DISTRICT 1

TRUE COPY, TEST



DISTRICT COURT OF MARYLAND FOR

Baltimore City
City/County

Located at
Court Address

Case No. 16386-88

STATE OF MARYLAND

OR

vs.

Plaintiff

Defendant

TRIAL OR HEARING NOTICE

TO:

Notice of intent to defend has been filed by in the above case. The trial is set for at You must be prepared for trial on this date.

The trial date in the above case has been changed to January 8, 1989 at 2:45 P.M. You are hereby summoned to appear at the above location.

- Hearing on Motion to be held at
- If Motion results in trial, trial will be held the same day will be rescheduled.
- Continuation of oral examination to be held on at
- Case has been continued to an indefinite date. You will be notified.

11-30-88
Date

Catherine Maleika
Catherine Maleika
Clerk

Copies mailed to:

- (1) Sidney J. Friedman
347 N. Charles Street
Baltimore, MD 21201
- (2) Daniel J. Mitchell
1204 E. Mitchell Ave
Baltimore, MD 21201
- (3)
- (4)

PLAINT

IN THE

DISTRICT COURT

VS.

OF MARYLAND FOR

WILLIAM A. DORSEY

BALTIMORE CITY

Defendant

CASE # CV 010-16386-88

/D November 28, 1988

* * * *

ORDER

On the application of the Plaintiff and the State of the Pleadings,
this 29th day of November, 1988, by the District
Court of Maryland for Baltimore City,

ORDER that the above matter be and the same is hereby
dismissed from the hearing date of November 28, 1988,

AND IT IS FURTHER ORDERED, that this matter shall be converted
from Deposition to Contract.

TRUE COPY, TEST

William A. Dorsey

WILLIAM A. DORSEY, Administrative Clerk
DISTRICT COURT OF MARYLAND, DISTRICT 1

Alan J. Karlin

Judge
JUDGE ALAN J. KARLIN



PROVIDENT BANK OF MARYLAND

Plaintiff

vs.

ERROL A. MITCHELL

Defendant

D
* IN THE
* DISTRICT COURT
* OF MARYLAND
* FOR
* BALTIMORE CITY
* CASE #CV 010-16386-88
* t/d November 28, 1988
* * * * *

REQUEST FOR POSTPONEMENT
AND
MOTION TO CONVERT

Now comes the Plaintiff, by and through its undersigned counsel, and Requests this Court to postpone the pending hearing date of November 28, 1988 and also requests this Court to Convert this matter from a Replevin Action to a Contract Action. As grounds therefore, Plaintiff states the following:

1. Plaintiff has heretofore filed a Replevin Action against the Defendant. A Show Cause Hearing was held on October 21, 1988 at which time Judge Matthews authorized a Writ of Replevin and a seizure of the Defendants automobile.

2. Plaintiff has requested the constable to seize the vehicle but to date it has not been accomplished. It does not appear that the vehicle will be seized and sold prior to the November 28, 1988 hearing date.

3. Plaintiff will be seeking a deficiency judgment against the Defendant as a result of the sale of the vehicle and therefore requests this Courts permission to convert the proceedings from Replevin to Contract in order to proceed against the Defendant for any deficiency judgment which may arise from the eventual

sale of the vehicle.

WHEREFORE, Plaintiff requests this Court to grant the postponement of the pending hearing and for permission to Convert this matter from Replevin to Contract.

WEINBERGER, WEINSTOCK, SAGNER,
STEVAN & HARRIS, P.A.

Sidney S. Friedman
345 North Charles St.
Baltimore, Md. 21201
727-6700

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 16th day of November, 1988, a copy of the foregoing Request for Postponement and Motion to Convert were mailed postage prepaid to: Errol A. Mitchell, 1200 L Windsail Road, Baltimore, Maryland 21221, Defendant.

Sidney S. Friedman

PROVIDENT BANK OF MARYLAND * IN THE
Plaintiff * DISTRICT COURT
vs. * OF MARYLAND FOR
ERROL A. MITCHELL * BALTIMORE CITY
Defendant * CASE # CV 010-16386-88
* T/D November 28, 1988

* * * * *

ORDER

Upon the foregoing Motion and the State of the Pleadings,
it is this day of , 1988, by the District
Court of Maryland for Baltimore City,

ORDERED, that the above matter be and the same is hereby
postponed from the hearing date of November 28, 1988,

AND IT IS FURTHER ORDERED, that this matter shall be converted
from Replevin to Contract.

Judge



DISTRICT COURT OF MARYLAND FOR BALTIMORE CITY

City/County

Located at FAYETTE AND GAY STS 21202 Case No. CV010-16386-88

Court Address

PROVIDENT BANK OF MARYLAND

ERROL A. MITCHELL

VS.

1200 L. WINDSAIL ROAD

BALTIMORE, MD 212211

Plaintiff/Judgment Creditor

Defendant/Judgment Debtor

Trial Date 11-28-88 Issue Date 10-31-88 Expiration Date 11-21-88 Received from County

REQUEST FOR SERVICE OF EXECUTION OR REPLEVIN

Case No.: CV010-16386-88

Please serve the attached process on the person shown. Fee for service is enclosed.

Type of Paper: WRIT OF REPLEVIN

ORDER FOR SERVICE

You are hereby commanded to serve the attached process and to make your return promptly.

10-31-88 Date

P. Lynch Clerk

CONTACT: NATIONWIDE RECOVERY 460 BRUNSWICK BALTO., MD PHONE# 974-1333

PROOF OF SERVICE

I CERTIFY

I [] levied [] removed the attached goods or property, and I furnished a copy of the Writ and Schedule to any person found in possession and if the Judgment Debtor was not the person in possession, I mailed a copy of the Writ and Schedule to the Judgment Debtor's last known address.

I [] replevied [] I was unable to replevy the goods.

I [] was unable to levy the goods.

I [] was unable to serve because

Received on 11-15-88 to date to make appt. with the Plaintiff

J. Johnson - 41 Signature

Date

Title

CASE # 1639688

11/02/88

DISTRICT #01-01

#33513 C230 R01 T17:27

SRVC COST 15.00

RECEIVED DISTRICT COURT MD 1ST DISTRICT BALTO

Special Instructions

Plaintiff PROVIDENT BANK OF MARYLAND

SIDNEY S. FRIEDMAN

Plaintiff's Attorney 345 N. CHARLES ST.

Address BALTIMORE, MD 21201

City, State, Zip

ATTEMPT

- 1 [] Date/Time
2 [] Date/Time
3 [] Date/Time
4 [] Date/Time



DISTRICT COURT OF MARYLAND FOR BALTIMORE

Located at FAYETTE AND GAY STS 21202 Case No. CV010-16386-88

Court Address

PROVIDENT BANK OF MARYLAND vs. ERROL A. MITCHELL

300 L. WINDSAIL ROAD

BALTIMORE, MD

Plaintiff/Judgment Creditor

Defendant/Judgment Debtor

Trial Date 11-28-88 Issue Date 10-31-88 Expiration Date 11-21-88 Received from County

REQUEST FOR SERVICE OF EXECUTION OR REPLEVIN Case No. CV010-16386-88

Please serve the attached process on the person shown. Fee for service is enclosed. Type of Paper: WRIT OF REPLEVIN

ORDER FOR SERVICE

You are hereby commanded to serve the attached process and to make your return

Handwritten signature of P. J. [unclear]

10-31-88 Date

PROOF OF SERVICE

I [] leveled [] removed the attached goods or property, and I furnished to any person found in possession and if [] in possession, I mailed a copy of the Writ [] to the judgment Debtor's last known address. (If Writ was received from another court, a copy of this Return and Schedule shall be filed in the county where judgment entered.)

I [] leveled [] I was unable to replevy the goods.

I [] was unable

Handwritten note: 11-1-88 to let st. with the Sheriff

Signature Title Date

NOV 11 1988

Special Instructions

PROVIDENT BANK OF MARYLAND

S. FRIEDMAN

CHARLES ST.

BALTIMORE, MD 21201

Attorney

Address

City

ATTEMPT

Date/Time

Date/Time

Date/Time

Handwritten initials and date: 11/1/88

CASE # 16386

11/02/88

DISTRICT #01

33313 CASE NO1 11-21-88

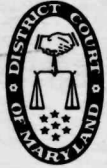
SRV COST 12.00

974-1333

OK

CONTACT - NATIONWIDE

1988 NOV 11 PM 3:41



DISTRICT COURT OF MARYLAND FOR BALTIMORE CITY

City/County

Located at FAYETTE AND GAY STS 21202 Case No. CV010-16386-88

Court Address

PROVIDENT BANK OF MARYLAND vs. ERROL A. MITCHELL
1200 L. WINDSAIL ROAD
BALTIMORE, MD 212211

Plaintiff/Judgment Creditor

Defendant/Judgment Debtor

Trial Date 11-28-88 Issue Date 10-31-88 Expiration Date 11-21-88 Received from County

REQUEST FOR SERVICE OF EXECUTION OR REPLEVIN Case No. CV010-16386-88

Please serve the attached process on the person shown. Fee for service is enclosed. Type of Paper: WRIT OF REPLEVIN

ORDER FOR SERVICE

You are hereby commanded to serve the attached process and to make your return promptly.

10-31-88 P. Lynch
Date Clerk

CONTACT: NATIONWIDE RECOVERY
460 BRUNSWICK
BALTO., MD
PHONE# 974-1333

PROOF OF SERVICE

I CERTIFY

- I levied removed the attached goods or property, and I furnished a copy of the Writ and Schedule to any person found in possession...
I replevied I was unable to replevy the goods.
I was unable to levy the goods.
I was unable to serve because

CASE # 1638688
11/02/88
DISTRICT #01-01
#33513 C230 R01 T17:27
SRVC COST 15.00

Received on 11-15-88 to late to make appt with the Plaintiff
J. Johnson 41
Date Signature Title

Special Instructions

Plaintiff PROVIDENT BANK OF MARYLAND
Plaintiff's Attorney SIDNEY S. FRIEDMAN
345 N. CHARLES ST.
Address BALTIMORE, MD 21201
City, State, Zip

ATTEMPT

- 1
2
3
4
Date/Time



DISTRICT COURT OF MARYLAND FOR BALTIMORE CITY

City/County

Located at FAYETTE AND GAY STS 21202 Case No. CV010-16386-88

Court Address

PROVIDENT BANK OF MARYLAND

ERROL A. MITCHELL

VS.

1200 L. WINDSAIL ROAD

BALTIMORE, MD 212211

Plaintiff/Judgment Creditor

Defendant/Judgment Debtor

Trial Date 11-28-88 Issue Date 10-31-88 Expiration Date 11-21-88 Received from County

REQUEST FOR SERVICE OF EXECUTION OR REPLEVIN Case No. CV010-16386-88

Please serve the attached process on the person shown. Fee for service is enclosed. Type of Paper: WRIT OF REPLEVIN

ORDER FOR SERVICE

You are hereby commanded to serve the attached process and to make your return promptly.

10-31-88 Date

P. Lynch Clerk

PROOF OF SERVICE

I CERTIFY

I [] levied [] removed the attached goods or property, and I furnished a copy of the Writ and Schedule to any person found in possession and if the Judgment Debtor was not the person in possession, I mailed a copy of the Writ and Schedule to the Judgment Debtor's last known address. (If Writ was received from another county, a copy of this Return and Schedule shall be filed in the county where judgment was entered.)

I [] replevied [] I was unable to replevy the goods.

I [] was unable to levy the goods.

I [] was unable to serve because

Received on 11-15-88 to 1st to make report with clerk Plaintiff J. Fabian

Date

Signature

Title

CONTACT: NATIONWIDE RECOVERY 460 BRUNSWICK BALTO., MD PHONE# 974-1333

CASE # 16386

11/02/88

DISTRICT #01-01 #33513 C230 R01 117*27

SVC COST 15.00

Special Instructions

Plaintiff PROVIDENT BANK OF MARYLAND

Plaintiff's Attorney SIDNEY S. FRIEDMAN

Address 345 N. CHARLES ST. BALTIMORE, MD 21201

City, State, Zip

ATTEMPT

1 Date/Time

2 Date/Time

3 Date/Time

4 Date/Time

LAW OFFICES
WEINBERGER, WEINSTOCK, SAGNER, STEVAN & HARRIS, P. A.
345 N. CHARLES STREET
BALTIMORE, MARYLAND 21201

MITCHELL STEVAN
SANFORD A. HARRIS*
MELVYN J. WEINSTOCK
NEAL S. MELNICK*
SIDNEY S. FRIEDMAN

ELLEN I. PAUL**
ELLIOTT JAY MARSDEN*
MICHAEL S. BOTSARIS
STACY L. ALLEN

(301) 727-6700
FAX (301) 685-5118

October 25, 1988

LOUIS J. SAGNER
(1900-1982)
DISTRICT OF COLUMBIA OFFICE
1413 K STREET, N.W.
SUITE 1400
WASHINGTON, D.C. 20005

* ADMITTED IN MARYLAND AND D.C.
** ADMITTED IN MARYLAND AND N.J.

Clerk,
District Court of Maryland
for Baltimore City
Fayette & Gay St.
Baltimore, Maryland 21202

RE: Provident Bank of Md.
VS: Errol A. Mitchell
CASE # 16386-88

Dear Mr. Clerk:

Judge Mathews signed a Replevin Order permitting the Plaintiff to seize the Defendants vehicle in this Replevin Action. I therefore request that the Constable make arrangements with clients agent, Nationwide Recovery, 460 Brunswick, Baltimore, Maryland, phone number 947-1333, so that the vehicle can be seized.

If you have any questions, please call me.

Very truly yours,

WEINBERGER, WEINSTOCK, SAGNER,
STEVAN & HARRIS, P.A.



Sidney S. Friedman

SSF/cjl

cc: Provident Bank of Md.

RECEIVED
DISTRICT COURT OF MARYLAND
BALTIMORE CITY
OCT 27 1988



DISTRICT COURT OF MARYLAND FOR BALTIMORE CITY

Located at FAYETTE & GAY STS 21202 Court Address Case No. CV010-16386-88

PROVIDENT BANK OF MARYALND

ERROL A. MITCHELL

VS.

County

Plaintiff

Defendant

SHOW CAUSE ORDER IN ACTION OF REPLEVIN

A Complaint, having been filed in this Court requesting immediate possession of the property described therein, it is, therefore,

ORDERED, that the Defendant is subpoenaed to appear in this Court on 10-21-88 at 8:45AM o'clock M., to show cause why the property should not be returned to Plaintiff, provided that a copy of this Order and the Complaint attached hereto and made a part hereof be served on the Defendant on or before 6-9-88

Return Date 5-26-88 (MERITS 11-28-88 at 8:45AM)

5-26-88

WILLIAM DORSEY

Date

Clerk

NOTICE TO DEFENDANT

You must appear at the time stated and present evidence on your behalf. If you fail to appear, the property claimed in the Complaint may be seized by the Sheriff.

ORDER AND WRIT OF REPLEVIN

A hearing having been held, and the Court having determined

That the Plaintiff, with reasonable probability, is entitled to the property described as: SEE ATTACHED

That a bond of \$ BOND WAIVED is to be given by the Plaintiff.

It is ORDERED that after the posting of the bond, the Sheriff of this County/Constable of this Court replevy the said property and deliver same to the Plaintiff.

That the Plaintiff is not entitled to the property claimed. It is, therefore, ORDERED that the relief sought be denied.

Date

Judge

Judge Keith E. Mathews



1. Plaintiff financed the purchase of a 1987 Honda Civic SI 2 Dr. HBK on behalf of Errol A. Mitchell, all as more particularly set forth on the attached security agreement and conditional sales agreement.

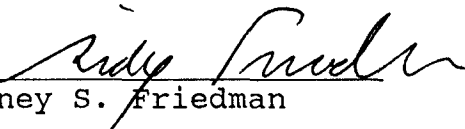
2. Pursuant to the terms of the sales agreement/security agreement, Plaintiff retained title to said vehicle.

3. Pursuant to said security agreement/sales agreement, Plaintiff was given the right by Defendant to repossess said vehicle in the event of a breach or a default under the agreement. Defendant is in breach of the agreement, having defaulted on the payment terms.

4. Pursuant to said security agreement/sales agreement, Defendant agreed to pay 15% attorneys Fees in the event of a default.

5. Defendant had refused to deliver the vehicle to the Plaintiff as required by the agreement between the parties.

WHEREFORE, Plaintiff claims return of the vehicle plus money damages in the amount of \$9,090.61, plus attorney fees of \$1,363.59.


Sidney S. Friedman



Provident
BANK OF MARYLAND

7210 Ambassador Road
P.O. Box 1661
Baltimore, MD 21203-1661

May 9, 1988

Name Errol A. Mitchell
Account Number 92-116486

Date of Note October 11, 1986
Original Balance \$10,280.00
Terms 60 X \$228.67
Interest Rate 12%
First Payment Due November 25, 1986

SIMPLE INTEREST LOAN

<u>Date Paid</u>	<u>Amount Paid</u>	<u>Applied to Principal</u>	<u>Applied to Interest</u>	<u>Late Chg. Paid</u>	<u>Month Due For</u>
12/02/86	\$228.67	\$ 53.92	\$174.75		11/25/86
01/16/87	228.67	78.69	149.98		12/25/86
02/17/87	233.67	123.82	104.85	\$ 5.00	01/25/87
03/10/87	228.67	151.82	76.85		02/25/87
04/07/87	228.67	139.82	88.85		03/25/87
05/11/87	233.67	118.38	110.29	5.00	04/25/87
08/06/87	233.67		233.67		05/25/87
08/06/87	233.67	185.47	48.20		06/25/87
08/06/87	228.67	228.67			07/25/87
09/22/87	228.67	89.55	139.12		08/25/87
10/06/87	228.67	186.74	41.93		09/25/87
11/03/87	228.67	146.53	82.14		10/25/87
12/21/87	228.67	95.94	132.73		11/25/87

Total Amount of Payments made \$2,992.71
Total Amount Applied to Principal \$1,599.35
Total Amount Applied to Interest \$1,383.36
Total Amount of Late Charge Paid \$ 10.00

Original Balance \$10,280.00
Total Amount Applied to Principal \$ 1,599.35

Total \$ 8,680.65
Interest Accural \$ 409.96

Total \$ 9,090.61
Balance Due \$ 9,090.61

I HEREBY CERTIFY UNDER THE PENALTIES OF PERJURY, THAT THE ABOVE
INFORMATION IS AN ACCURATE COMPILATION OF THE BOOKS AND RECORDS
OF ACCOUNT NUMBER 92-116486 MAINTAINED IN THE ORDINARY COURSE
OF BUSINESS BY PROVIDENT BANK OF MARYLAND.

Rosemarie Ceo
Loan Collection Supervisor

SAVE ORIGINAL RECORD
RETURN TO DTD

92-1161-86

CERTIFICATE OF TITLE



STATE OF CONNECTICUT MOTOR VEHICLE DEPARTMENT



TYPE OF REGISTRATION PASS	C.C. 01	SUB CD	MARKER PLATE NO. 436FDD015	TAX TOWN	TITLE NO. 16067718
1. APPLICANT(S) MALE	2. BIRTHDATE MO. DAY YR. 5/15/60	3. DATE YOU BOUGHT VEHICLE 10-30-86	PRIOR STATE TITLE MD	PRIOR TITLE NO. 14374997	
4. NAME (Last, First, Middle Initial) AND CO-OWNER'S NAME (If any) MITCHELL, ERROL A					
5. MAIL ADDRESS (No. & Street, P.O. box not acceptable unless box 7 completed) 100 RYAN AVE BRIDGEPORT CT 06497					
6. TOWN IN CONN. WHERE VEHICLE WILL BE GARAGED FOR LONGEST PERIOD DURING COMING YEAR. (Town where vehicle will be taxed as personal property). BRIDGEPORT CT					
7. RESIDENCE ADDRESS (If different from mail address): SAME					
8. VEHICLE IDENTIFICATION (Not Engine No.) JHMEC3344H5003267					
9. MAKE OF VEHICLE 10. YEAR HONDA 87					
11. COLOR(S) (Max. two) RED		12. MODEL NAME OR NO. CIVIC		13. NO. OF CYLINDERS 4	
14. BODY STYLE (4-Dr. Sedan, etc.) 2D HATCH		15. NEW USED <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED		16. ODOMETER READING 40897	
17. DIESEL ENGINE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		18. IF YES, IS FUEL PURCHASED FROM: <input type="checkbox"/> BULK STORAGE <input type="checkbox"/> RETAIL OUTLET (GAS STATION)			
19. FIRST LIEN-HOLDER PROVIDENT BANK OF MD			20. DATE OF FIRST LIEN 10-30-87		
21. FIRST LIEN-HOLDER'S ADDRESS (No. & Street) 240 N HOWARD ST BALTIMORE, MD 21201			22. TYPE OF LIEN (Chattel Mortg. page, etc.)		
23. SECOND LIEN-HOLDER			24. DATE OF SECOND LIEN		
25. SECOND LIEN-HOLDER'S ADDRESS			26. TYPE OF LIEN		
27. SELLER'S NAME (If 2 owners, include both names)			28. DEALER'S LICENSED NO. (If Seller is licensed dealer)		
29. SELLER'S ADDRESS (No. & Street) (City or Town) (State)					

RELEASE OF LIEN

The holder of Lien on the vehicle described in this Certificate does hereby state that the lien described in said Certificate of Title is released and discharged.

Firm Name

By: _____
Signature of Authorized Agent

Date _____

Firm Name

By: _____
Signature of Authorized Agent

Date _____

THE COMMISSIONER OF MOTOR VEHICLES HEREBY CERTIFIES THAT AN APPLICATION FOR A CERTIFICATE OF TITLE FOR THE MOTOR VEHICLE DESCRIBED HEREIN HAS BEEN DULY FILED, PURSUANT TO THE PROVISIONS OF THE LAWS OF THE STATE OF CONNECTICUT, AND BASED ON THE STATEMENTS OF THE APPLICANT AND THE RECORDS ON FILE WITH THIS AGENCY, THE APPLICANT NAMED IS THE OWNER OF SAID VEHICLE.

THE DEPARTMENT OF MOTOR VEHICLES FURTHER CERTIFIES THAT THE VEHICLE IS SUBJECT TO ANY SECURITY INTERESTS SHOWN HEREIN.

DATED AT WETHERSFIELD

IN WITNESS WHEREOF,

January 27, 1988

I have affixed my hand and seal.

Lawrence H. White

COMMISSIONER OF MOTOR VEHICLES

VOID IF ALTERED



Provident
BANK OF MARYLAND

7210 Ambassador Road
P.O. Box 1661
Baltimore, MD 21203-1661

May 9, 1988

Re: Errol A. Mitchell
Account Number
92-116486

1987 Honda Civic SI 2Dr HBK

Condition of Car Clean

Vehicle Valued at \$6,000.00

I HEREBY CERTIFY UNDER THE PENALTIES OF PERJURY, THAT THE ABOVE INFORMATION IS AN ACCURATE COMPILATION OF THE BOOKS AND RECORDS OF ACCOUNT NUMBER 92-116486 MAINTAINED IN THE ORDINARY COURSE OF BUSINESS BY PROVIDENT BANK OF MARYLAND.

Rosemarie Ceo
Loan Collection Supervisor

NATIONAL AUTO RESEARCH

Black Book®

USED CAR MARKET
GUIDE
"WEEKLY"

MAY 2, 1968

MARYLAND EDITION

A **Hearst** Business Publication

86 CONQUEST [PRICES INC. AC]

* ADD *
 600 INTERCOOLER
 LOAN
 7390 2D LIFTBACK
 85 CONQUEST
 * ADD *
 6095 2D LIFTBACK
 84 CONQUEST
 * ADD *
 5070 2D LIFTBACK
 82 FIAT
 * ADD *

* DEDUCT *
 600 WITHOUT F/AIR
 X-CL. CLN. AVG. RGH.
 8410 8210 7190 6110
 [PRICES INC. AC]

* DEDUCT *
 550 WITHOUT F/AIR
 6985 6775 5775 4665
 [PRICES INC. AC]

* DEDUCT *
 500 WITHOUT F/AIR
 5825 5635 4715 3725
 [PRICES INC. AC MT 4CY]

* DEDUCT *
 400 WITHOUT F/AIR

STRADA

1395 2D HATCHBACK 1760 1550 940 250
 1485 2D HATCHBK CSTM 1860 1650 1040 360
 1485 4D HATCHBACK CSTM 1840 1650 1060 340

X1/9
 2745 2D CONV 3300 3050 2360 1550
 SPIDER 2000

3630 2D CONV 4285 4035 3265 2415
 3665 2D CONV TURBO 4325 4075 3165 2175

87 HONDA [PRICES INC. AC MT 4CY]

* ADD *
 300 AUTO TRANS
 175 ALUMINUM WHEELS
 CIVIC CRX

* DEDUCT *
 650 WITHOUT F/AIR

6560 2D COUPE 1.5 HF 7560 7290 6510 ---
 6830 2D COUPE 1.5 7840 7590 6710 ---
 7415 2D COUPE 1.5 Si 8500 8240 7190 ---

CIVIC
 5195 2D HBK 1.3 STD 5965 5775 5075 ---
 5735 2D HBK 1.5 DX 6575 6375 5625 ---
 6270 2D HBK 1.5 Si 7165 6965 5975 ---
 6095 4D WAGON 1.5 6985 6775 5985 ---
 6540 4D WAGON 4WD 1.5 7475 7265 6425 ---
 6540 4D SEDAN 1.5 7465 7265 6435 ---

ACCORD

7290 2D HATCHBACK DX 8350 8100 7300 ---
 8970 2D HBK LXi 10215 9965 8965 ---
 8795 4D SEDAN DX 10025 9775 8825 ---
 9280 4D SEDAN LX 10560 10310 9360 ---
 10080 4D SEDAN LXi 11460 11200 10060 ---

PRELUDE

10325 2D COUPE 11715 11475 10425 ---
 11225 2D COUPE Si 12715 12475 11265 ---

86 HONDA [PRICES INC. AC MT 4CY]

* ADD *
 275 AUTO TRANS
 150 ALUMINUM WHEELS
 CIVIC CRX

* DEDUCT *
 600 WITHOUT F/AIR

5700 2D COUPE 1.5 HF 6535 6335 5585 4725
 5925 2D COUPE 1.5 6765 6585 5775 4885
 6455 2D COUPE 1.5 Si 7415 7175 6165 5065

CIVIC
 4320 2D HBK 1.3 STD 5010 4800 4135 3340
 4805 2D HBK 1.5 DX 5540 5340 4660 3840
 5400 2D HBK 1.5 Si 6260 6000 5100 4100
 5220 4D WAGON 1.5 5990 5800 5100 4300
 5680 4D WAGON 4WD 1.5 6500 6310 5560 4710
 5670 4D SEDAN 1.5 6490 6300 5550 4690

ACCORD
 6195 2D HATCHBACK DX 7125 6885 6185 5375
 7885 2D HBK LXi 9010 8760 7750 6660
 7750 4D SEDAN DX 8850 8610 7760 6800
 8220 4D SEDAN LX 9375 9135 8275 7335
 8930 4D SEDAN LXi 10215 9925 8925 7815

PRELUDE
 9100 2D COUPE 10300 10110 9190 8210
 9900 2D COUPE Si 11390 11000 10000 8890

85 HONDA [PRICES INC. AC MT 4CY]

* ADD *
 250 AUTO TRANS
 125 ALUMINUM WHEELS
 CIVIC CRX

* DEDUCT *
 550 WITHOUT F/AIR

4825 2D COUPE 1.5 HF 5550 5360 4590 3740
 4985 2D COUPE 1.5 5760 5540 4740 3850
 5500 2D COUPE 1.5 Si 6300 6110 5150 4090

66-116486

SAVE ORIGINAL DOCUMENT
RETURN TO LIS.

Maryland Department of Transportation
MOTOR VEHICLE ADMINISTRATION



VEHICLE IDENTIFICATION NO. YEAR MAKE BODY STYLE CLASS ODOMETER TITLE NUMBER

JHNEC3344HS003267 87 HOND 2S A 20 14374997

EXCEPT. GR. VEH. WT. GR. COMB. WT. FEE (TAGS) INSPECTION DATE DATE ISSUED

N/A -3700 N/A \$20.00 N/A 10/31/86

OWNER'S SOUNDSEX/DRIVER LICENSE NO. CO-OWNER'S SOUNDSEX/DRIVER LICENSE NO.

M-324-234-067-369

NAME AND ADDRESS OF FIRST SECURED PARTY

PROVIDENT BK OF MARYLAND
240 N HOWARD ST
BALTIMORE MD 21201 F2728452

NOTICE OF SECURITY INTEREST FILING

THIS IS TO CERTIFY THAT A SECURITY INTEREST HAS BEEN DULY FILED WITH THE MOTOR VEHICLE ADMINISTRATION
IN THE NAME OF THE SECURED PARTY ABOVE ON THE VEHICLE SO DESCRIBED HEREON.

TERMINATION STATEMENT

I, THE UNDERSIGNED DO HEREBY RELEASE ALL RIGHTS AND INTERESTS IN THE VEHICLE DESCRIBED ABOVE.

**CARROLL COUNTY BANK and TRUST
PURCHASER'S STATEMENT**

North West

DATE	YEAR	NAME OF AUTOMOBILE	TYPE OF BODY	MODEL NUMBER	NO. OF CYS	DEALER	EQUIPMENT LIST
10/14/60	1960	Corvair	3dr Civic H/B	EC334	4	North West	CASH PRICE 10800
							CASH DOWN PAYMENT
							TRADE (ALLOW)
							OWING ON TRADE
							NET TRADE IN
							TOTAL DOWN PAYMENT 1600
							UNPAID BALANCE OF CASH PRICE 9200
							TOTAL AMOUNT TO BE FINANCED FOR 60 MONTHS

AGE	DATE OF BIRTH	SOC. SEC. NO.	HOME PHONE NO.
26	5-3-60	215-86-0113	215-4151
ADDRESS	CITY	STATE	ZIP
2056 W. Adams	W. Adams	Mo.	63101
EMPLOYER	PHONE NO.	AMOUNT	
Steel Corp	942-6532		

CREDIT REFERENCES - include finance companies, banks, credit cards, charge accounts

FIRM	ADDRESS	BALANCE	PAYMENT
Auto Finance Co	Adams St	0	0
Wash. State Bank	Adams St	0	0
Wash. State Bank	Adams St	0	0

OCT 09 1960

INSURANCE INFORMATION

INFORMATION APPLICABLE TO CO-APPLICANT - Complete this section ONLY if Co-Applicant will also be contractually liable for repayment of the loan if applicant is relying on the income of the Co-Applicant or on a salary, child support or maintenance payments from the Co-Applicant for repayment.

NAME	AGE	SOC. SEC. NO.	OCCUPATION	PHONE NO.	COVERAGE

APPROVED
OK 9700 XEC

INITIALS: *AS* CODE: *6*

APPLICANT'S SIGNATURE: *Paul Anthony Chase*

CO-APPLICANT'S SIGNATURE: _____

9700400

**PROVIDENT BANK OF MARYLAND
SECURITY AGREEMENT AND CONDITIONAL
SALES AGREEMENT — VEHICLE**

FOR FILING OFFICER USE

IDENTIFYING FILE NO

66 116486

BUYER'S (DEBTOR'S) NAME (LAST NAME FIRST) AND ADDRESS
ERROL ANTHONY MITCHELL
 1200 L WINDSAIL RD.
 BALTIMORE MD 21221

In this Agreement the words "I," "me," "my" and "mine" refer to each and all the persons who sign below as Buyers. The words "you," "your" and "Holder" refer to the person who holds this Agreement, including the Seller. The word "Agreement" refers to this Security Agreement and Conditional Sales Agreement. The word "Vehicle" refers to the vehicle described below including all accessories, equipment, tires and parts which are now or later attached or used in connection with it and any proceeds, including insurance proceeds, derived from the Vehicle. I have been quoted a price for the sale of the Vehicle which I may choose to pay in cash, which price is given below as "Total Cash Price." I also have been quoted a time sale price for the sale of the Vehicle which I may choose to pay over time, which price is given below as "Total Sale Price." Total Sale Price includes the Amount Financed plus a finance charge at the Annual Percentage Rate disclosed below. You agree to sell and I agree to purchase at the time sale price the Vehicle upon the Terms and Conditions in this Agreement.

SELLER (SECURED PARTY) NAME AND ADDRESS
DRIFTWOOD INC
 9700 REISTERSTOWN RD
 OWINGS MILLS MD 21117

Security Interest: I grant to you a security interest in the Vehicle. This security interest shall remain in effect and you will retain title to the Vehicle until I have paid all amounts due to be paid by me under this Agreement. The Third Party Guarantors agreement in this Agreement, if executed, also shall constitute collateral security.

Assignment: It is anticipated that this Agreement shall be assigned to Provident Bank of Maryland, Operations Center, Rutherford Business Center, 7210 Ambassador Road, Baltimore, MD 21207. I will make all payments under the Agreement to Provident at this address unless notified in writing by Provident otherwise.

New or Used NEW	Year 87	No. Cyl 4	Make HONDA	Type of Body (Give Truck Tonnage) 3DR	Model CIVIC SI	Manufacturer's Serial No JHNEC3344HS003267
<input type="checkbox"/> Auto Trans	<input type="checkbox"/> Four Speed	<input type="checkbox"/> Radio	<input type="checkbox"/> Power Steering	<input type="checkbox"/> Power Brakes	<input type="checkbox"/> Air Cond	<input type="checkbox"/>

The Creditor making these disclosures is the Seller identified above.

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate 12.00 %	FINANCE CHARGE The dollar amount the credit will cost me \$ 3440.20	Amount Financed The amount of credit provided to me or on my behalf \$ 10280.00	Total of Payments The amount I will have paid after I have made all payments as scheduled \$ 13720.20	Total Sale Price The total cost of my purchase on credit, including my downpayment of \$ 100.00 \$ 14820.20
MY PAYMENT SCHEDULE WILL BE:		FILING FEES		LATE CHARGE
NO OF PAYMENTS / 60	AMOUNT OF PAYMENT / 228.67	MONTHLY WHEN PAYMENTS ARE DUE BEGINNING 11/10/86	\$ 12.00	If a payment is late, I will be charged the lesser of \$5 or 5% of the payment.

Security: I am giving a security interest in the goods or property being purchased and all money on deposit with, or property in possession of Provident Bank of Maryland or the Seller.

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

I may see the rest of my Conditional Sales Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

e means an estimate

ITEMIZATION OF SALE AND AMOUNT FINANCED

1. Cash Price (including Sales Tax of \$ <u>517.52</u>)	\$ <u>10868.00</u>
2. Installation and Delivery Charges	\$ <u>N/A</u>
Extended Service Contract (Paid to: _____)	\$ <u>425.00</u>
4. TOTAL CASH PRICE	\$ <u>11293.00</u>
5. Downpayment:	
5a. Trade-in (Make, Model & Year _____)	
5b. Value of Trade-in	\$ <u>N/A</u>
5c. Amount Owed on Trade-in \$ <u>N/A</u> (Paid to: _____)	
5d. Net Trade-in	\$ <u>N/A</u>
5e. Cash downpayment	\$ <u>1100.00</u>
6. TOTAL DOWNPAYMENT	\$ <u>1100.00</u>
7. UNPAID BALANCE OF CASH PRICE BEING FINANCED	\$ <u>10193.00</u>
8. Other Charges Being Financed:	
8a. Property Insurance Protecting You Only (Paid to <u>NATIONAL INSTALLMENT L.P.</u>)	\$ <u>30.00</u>
8b. Credit Life Insurance (Paid to: _____)	\$ <u>N/A</u>
8c. Credit Accident and Health Insurance (Paid to _____)	\$ <u>N/A</u>
8d. License, Title and Registration Fees (Paid to Government Officials)	\$ <u>45.00</u>
8e. Filing and Recording Fees (Paid to government officials)	\$ <u>12.00</u>
9. TOTAL OTHER CHARGES	\$ <u>87.00</u>
10. AMOUNT FINANCED	\$ <u>10280.00</u>

INSURANCE

INSURANCE DOES NOT INCLUDE COVERAGE FOR PERSONAL LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS.

Coverage shall be for the lesser of (1) the cost of repair or replacement of Vehicle, (2) actual cash value of Vehicle or (3) the unpaid Balance of Cash Price Being Financed at the time of damage or loss. Coverage expires on the date of final payment and protects only you from loss due to physical damage to or loss of Vehicle. I may obtain this insurance through the agent of my choice.

Total Property Damage Premium Protecting You Only \$ 30.00

B. CREDIT INSURANCE

No credit life insurance coverage is financed under this Agreement unless coverage is checked below. THE PURCHASE OF CREDIT LIFE AND CREDIT ACCIDENT AND HEALTH INSURANCE IS VOLUNTARY AND IS NOT REQUIRED FOR THE EXTENSION OF CREDIT. Credit insurance expires on the maturity of this Agreement. Benefits are payable to you. I will be covered for the unpaid Total of Payments due you, minus any refund due to prepayment. I am not 65 years of age or older. I desire to purchase the credit insurance checked below for the premium(s) indicated.

1 Credit Accident and Health \$ N/A
2 Credit Life \$ N/A

SIGNATURE _____ (SEAL) DATE 10/11/86
SIGNATURE _____ (SEAL) DATE 10/11/86

C. PROPERTY INSURANCE PROTECTING YOU AND ME

Property insurance protecting both your interest and my interest in the Vehicle is required, but cannot be financed under this Agreement. I may obtain this insurance through the agent of my choice. I have purchased the following policy or binder from the following company and agent

Policy or Binder No. 19CW0614657 Agent's name LISA JONES
Insurance Company's name GLOBE AMERICAN CAS.

TERMS AND CONDITIONS

1. Payment: I agree to pay the Amount Financed shown above with single interest accruing daily at the Annual Percentage Rate shown above. I will pay these amounts in consecutive monthly payments according to My Schedule of Payments. To calculate my daily interest you assume each calendar year is 360 days long. You then divide my Annual Percentage Rate by 360 and multiply the resulting daily interest factor by my unpaid Amount Financed outstanding on each day of the 360-day year. My daily interest begins accruing on the date of this Note. The scheduled amount of my final payment is computed on the assumption that each payment will be made on the date on which it is due. Because interest is computed daily on the unpaid Amount Financed, each payment that I make before its due date may cause my final payment to decrease, and each payment that I make after the due date may cause my final payment to increase. I may prepay my obligation at any time.

2. Due Date: If my payment schedule provides that a payment is due on the 29th, 30th or 31st of a month that does not contain such a date, my payment will be due on the last day of that month.

3. Delinquency Charge: If I fail to make a payment within 15 days of the date it is due, I shall pay a late charge of the lesser of \$5 or 5% of the late payment.

(TERMS AND CONDITIONS CONTINUED ON REVERSE SIDE)

The following Notice applies only if the Buyer is a natural person acquiring the Vehicle for personal, family or household use:

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.

BUYER ACCEPTS THE TERMS AND CONDITIONS CONTAINED IN THIS CONDITIONAL SALES AGREEMENT AND ACKNOWLEDGES RECEIPT, AT THE TIME OF SIGNING, OF A TRUE AND COMPLETELY FILLED IN COPY OF THIS CONTRACT

x [Signature] Buyer's Signature (SEAL) Date 10/11/86 Buyer's Signature (SEAL) Date _____

THE FOLLOWING PARTIES SIGN THIS CONDITIONAL SALES AGREEMENT FOR THE PURPOSE OF GRANTING YOU A SECURITY INTEREST IN THE VEHICLE DESCRIBED ABOVE AND UNDERSTAND THEY WILL NOT RECEIVE ANY OF THE PROCEEDS HEREOF, ALTHOUGH THEY AGREE TO ABIDE BY THE TERMS AND CONDITIONS CONCERNING YOUR SECURITY CONTAINED IN THIS CONDITIONAL SALES AGREEMENT

x [Signature] Buyer's Signature (SEAL) Date 10/11/86 Buyer's Signature (SEAL) Date _____

ASSIGNMENT

This Conditional Sales Agreement is hereby assigned by Seller to Provident Bank of Maryland, Operations Center, Rutherford Business Center, 7210 Ambassador Road, Baltimore, MD 21207, under the terms of the Assignment and Warranties appearing hereon.

SIGNER: (Type Signer's Name) _____ SELLER: (Type Seller's Name) _____

Signature [Signature] (SEAL) Title Bus. Man. Date 10/11/86

FILING OFFICER: Return to Provident Bank of Maryland, Operations Center, Rutherford Business Center, 7210 Ambassador Road, Baltimore, MD 21207

4 Documents Securing Your Interest: This Agreement may be assigned by you or the terms for payment renewed or extended without passing title to the Vehicle to me. Your interest in the Vehicle shall be noted on a Maryland Certificate of Title. Upon my performance of all my obligations under this Agreement, you shall deliver to me appropriate documents with proper evidence of satisfaction as required by law.

5 Insurance.

5.1 Risk of Loss: I at all times shall bear the risk of loss of, damage to, or destruction of the Vehicle and any such loss damage or destruction shall not release me from my obligations under this Agreement

5.2 Incomplete Insurance Information: I recognize that the statements concerning insurance coverages, payments, expiration and other insurance terms on this Agreement are incomplete, and I agree to review and rely on the complete terms, provisions and conditions of the actual insurance policies or certificates

5.3 Agreement To Pay for Insurance: I consent to payment of the insurance premiums in the amount(s) listed in the Itemization of Sale and Amount Financed

5.4 My Duty To Obtain and Retain Insurance For Your Benefit: I shall buy fire, theft and collision insurance on the Vehicle and shall keep this kind of insurance in force at all times during the term of this Agreement, and I direct any insurer to make payment directly to you. I shall promptly deliver to you a paid-up policy for this insurance. If the term of the insurance initially purchased by me is less than the term of this Agreement, then prior to expiration of the insurance policy I shall furnish to you either a paid-up policy or evidence of renewal of the initial policy. If I fail to provide or maintain such insurance, I authorize you to buy the insurance and coverage you require. Should you be unable to purchase insurance for me or should the required insurance at any time be cancelled by the carrier or expire, I shall immediately provide the required coverage. If I do not have the required insurance coverage, you may obtain coverage protecting your interest for at least the term of this Agreement and any other period beyond the term of this Agreement that may be required by the insurance company issuing the policy. You may apply any unearned insurance premium received by you toward my obligation under this Agreement. I shall promptly pay to you any premium for replacement coverage, and until I have paid you in full, the amount of any unpaid premium shall accrue interest at the rate of finance charge applicable under this Agreement and such unpaid premium with interest thereon constitute an additional part of my obligation secured by this Agreement.

6 My Warranties as to Other Credit, Trade-In: I represent and warrant that no other extension of credit exists or is to be made in connection with this purchase, and that my trade-in, if any, is free from any lien, encumbrance or other charge, except as indicated in the Itemization of Sale and Amount Financed.

PARAGRAPHS 7 AND 8 ARE PARTS OF THIS AGREEMENT ONLY IF THE VEHICLE IS PURCHASED FOR BUSINESS OR COMMERCIAL PURPOSES.

7. Your Attorney To Act in My Stead: I irrevocably authorize any attorney of any court having jurisdiction to appear for me and confess judgment against me for any sums, including costs and expenses, owing under this Agreement together with court costs and attorney's fees as provided in this Agreement. I irrevocably appoint you as my attorney-in-fact to cancel insurance on the Vehicle and to receive and endorse any draft remitting unearned premiums.

8. LIMITATION OF WARRANTIES AND CLAIMS; NO EXPRESS OR IMPLIED REPRESENTATION, PROMISE OR WARRANTY HAS BEEN MADE WITH RESPECT TO THE MERCHANTABILITY, SUITABILITY OR FITNESS FOR PURPOSE OF THE VEHICLE OR OTHERWISE UNLESS WRITTEN HEREON OR CONTAINED ON A SEPARATE WRITTEN INSTRUMENT SIGNED BY SELLER. I AGREE TO SETTLE DIRECTLY WITH THE SELLER ALL CLAIMS CONCERNING THE VEHICLE OR ITS USE OR OPERATION, AND I WILL NOT ASSERT AGAINST ANY SUBSEQUENT HOLDER OF THIS AGREEMENT ANY CLAIM OR DEFENSE WHICH I MAY HAVE AGAINST THE SELLER, DISTRIBUTOR OR MANUFACTURER OF THE VEHICLE.

9. Default:

9.1 Events of Default: I shall be in default under this Agreement if: (1) I fail to pay any payment or any other sum when it is due; or (2) I shall or shall attempt to, without your written permission, (a) remove or allow removal of the Vehicle for extended period of time from the address where it is usually located, (b) sell, encumber or otherwise dispose of my rights or interests under this Agreement or any other interest in the Vehicle, (c) conceal, hire out or let the Vehicle, or (d) carry passengers in the Vehicle for hire; or (3) misuse or abuse the Vehicle, or use or allow the use, with or without my knowledge, of the Vehicle in connection with any illegal undertaking; or (4) receivership or insolvency proceedings or any assignment for the benefit of creditors shall be instituted by or against me; or (5) the Vehicle shall be attached, levied upon, seized in any legal proceeding, or held by virtue of any lien or distress; or (6) I die; or (7) I shall fail to pay promptly all taxes and assessments upon the Vehicle or its use; or (8) the Vehicle is damaged such that the value of your collateral is diminished and permitted to remain in a damaged condition for one month after the occurrence or accident causing the damage; or (9) I fail to keep the Vehicle suitably insured; or (10) my operator's license or the registration certificate of the Vehicle shall be suspended or revoked; or (11) I breach any other warranty or fail to meet any of my other obligations set forth in this Agreement.

9.2 Your Remedies Upon Default: If I am in default under this Agreement, you may: (1) require that I pay immediately my unpaid balance of my obligation, including finance charges and other charges and fees due under this Agreement; (2) set off my liability on this Agreement against my deposits or other personal property held by you; (3) refer this Agreement to an attorney for collection or enforcement and receive as a reasonable attorney's fee of 15% of all amounts I owe at time of referral plus court costs, collection costs and any other expenses permitted by law. Such costs and fees shall constitute an additional part of my obligation secured by this Agreement.

9.3 Default, Delivery of Vehicle to You: If I default and do not immediately pay all amounts due under this Agreement, I shall immediately deliver the Vehicle to you at such place as you may reasonably require. Collection costs and expenses shall include all actual and reasonable costs to you of enforcement and collection of any amount due and payable under this Agreement and all actual and reasonable costs and expenses of retaking, maintenance, cleaning, repairing or other rehabilitation, storage and sale of the Vehicle, to the extent their assessment may be permitted by law. Delivery to you shall not relieve me of my obligation to satisfy any deficiency which may arise upon subsequent sale of the Vehicle by you.

10 Repossession and Resale Upon Default: In the event of default, I agree that you may, with or without legal process or judicial decree and with or without previous notice or demand for performance, enter any premises where the Vehicle may be located, and take possession of it, together with anything in or on the Vehicle. However, nothing in this Agreement gives you any right to enter unlawfully upon any premises. While removing the Vehicle from the place of repossession to your place of storage, you may use my license plates. You, upon my return of the Vehicle to you or your repossession of it, shall have the remedies provided by the Maryland Uniform Commercial Code and by any other applicable state or federal law. The proceeds of any public or private sale or other disposition shall be applied: (1) to the actual and reasonable cost of the sale; (2) to the actual and reasonable cost of retaking and storage, plus delinquency and collection charges, and attorney's fees as provided for in this Agreement and (3) to any amounts I owe under this Agreement. Any remaining proceeds shall be paid to me or otherwise as provided by law. I shall be liable for any deficiency.

11. Recovery of Personal Belongings Upon Repossession: I shall send notice by registered mail to you within 24 hours of repossession if I claim any articles not covered by this Agreement were contained in or on the Vehicle at the time of repossession and shall pick up these articles within 7 days after you notify me by mail as to where these articles may be called for, and I agree that if I do not pick the articles up, I shall not have any further claim to them. In any case, you shall not be liable for such articles or damage to them.

12. Your Actions Will Not Cure My Default: Any remedy which you make of any default of mine in order to protect your interest shall not cure my default and you may proceed to enforce all rights available to you upon a default by me.

13 Limitations on Your Waivers: Your failure to exercise any of your rights provided in this Agreement shall not be deemed a waiver of those rights or any other of your rights, and no waiver of any of your rights shall be deemed to apply to any of the other such rights you have under this Agreement nor shall

14 **Assignment:** It is anticipated that this Agreement shall be assigned to Provident Bank of Maryland. Seller may receive a portion of the Finance Charge

15 **Seller Not Agent:** I agree that Seller, in signing this Agreement, does not act as agent of Provident Bank of Maryland.

16 **Rules for Construing this Agreement:** Time is of the essence for this Agreement. All words used in this Agreement shall be construed to be of such number or gender as the circumstances require. The laws of Maryland, including Subtitle 10 of Title 12 of the Maryland Commercial Law Code, apply to this Agreement and govern its construction and interpretation. If any clause, provision, or portion of this Agreement, shall be invalidated by any statute or any decision of a court, the invalidity shall not affect other provisions, clauses, or terms hereof which can be given effect without the invalid provision. This Agreement constitutes the entire agreement between the parties and no modification shall be valid unless in writing signed by you.

17 **Waiver of Certain Rights:** I waive demand of presentment for payment, notice of dishonor, protest and notice of protest.

SELLER'S ASSIGNMENT AND WARRANTIES

FOR VALUE RECEIVED, Seller does hereby sell, assign and transfer to Provident Bank of Maryland, its successors and assigns (all hereinafter collectively referred to as "Provident") all of the Seller's right, title and interests in and to the foregoing Conditional Sales Agreement and the property, equipment and accessories (hereinafter called "Collateral") referred to therein, with power to take legal proceedings in the name of Seller or itself in respect thereto. To induce Provident to purchase said Agreement, Seller warrants that said Agreement is genuine and in all respects what it purports to be and that the Seller has no knowledge of any facts which may make said Agreement less valuable or valueless; that extensions of installment credit and all charges made under said Agreement comply with all Federal and State laws, regulations and orders; that Buyer has no lawful defense against Seller which would prevent collection by Provident of the full amounts due under said Agreement; that Seller has complied with all laws, regulations and orders in respect to the sale of the Collateral; that the downpayment made by Buyer as stated in said Agreement was in cash and not its equivalent, unless otherwise mentioned in said Agreement, and that no part thereof was loaned directly or indirectly by Seller or anyone connected with Seller to Buyer; that Seller had a title free and clear of all encumbrances at the time of execution of said Agreement by Buyer; that Buyer has legal capacity to contract; that the security interest represented by said Agreement appears on the Certificate of Title covering the Collateral, or that proper and complete application has been made for issuance of such Certificate of Title.

If any of the foregoing warranties should be untrue, Seller shall buy the said Agreement from Provident upon demand and shall pay therefor the unpaid Amount Financed together with any and all other sums that may then be due under said Agreement. This remedy shall be cumulative and not exclusive and shall not affect any other right or remedy that Provident might have at law or in equity against Seller. If Provident receives written notification from Buyer of any claim or defense which Buyer claims against Seller, then Seller shall purchase said Agreement from Provident upon demand and shall pay therefor the unpaid Amount Financed together with any and all other sums that may be due under said Agreement. This remedy shall be cumulative and not exclusive, and shall not affect any other right or remedy that Provident might have at law or in equity against Seller.

Seller shall, at the option of Provident, at Seller's cost and expense, defend Provident in all actions or proceedings founded, in whole or in part, on a claim which, if successful, would put Seller in default under any of the foregoing warranties. Seller further agrees to pay Provident and/or repurchase the Collateral from Provident in accordance with the terms set forth in the block executed by Seller below, and Seller agrees to pay and/or repurchase even though Provident has, without Seller's knowledge, waived defaults of Buyer under said Agreement and/or granted extensions of time to Buyer in performance of Buyer's obligations under said Agreement.

In addition to the recourse or repurchase provisions in the block executed by Seller below, Seller agrees that Provident retains all rights to unearned amounts in a retention fund established under, and subject to, a Dealer's Agreement between Seller and Provident.

Seller hereby waives notice of nonpayment or nonperformance, protest, demand, presentment and any and all other notices or demands of whatever character to which Seller might otherwise be entitled.

WITHOUT RECOURSE

Seller's Name

By [Signature] (SEAL) [Signature] Title

The Assignment of said Agreement shall be without recourse against the Seller, except as provided in Seller's "Assignment and Warranties" and as provided by any separate reserve or other agreement

FULL RECOURSE

Seller's Name

By _____ (SEAL) _____ Title

Seller hereby unconditionally guarantees the payment of all monies due or to become due under said Agreement, in accordance with the terms thereof and also the full performance by Buyers of all the promises and covenants on the part of Buyers therein contained. Upon default in any payment or other performance due by Buyers thereunder, by acceleration or otherwise, Seller shall pay to Provident the then unpaid Amount Financed together with any and all other sums which may then be due under said Agreement

REPURCHASE

Seller's Name

By _____ (SEAL) _____ Title

Seller agrees that if Provident repossesses or recovers the Collateral Seller shall purchase the Collateral from Provident and pay to Provident therefor the then unpaid Amount Financed plus any and other sums that may then be due under said Agreement

PARTIAL REPURCHASE - \$ _____

(fill in amount)

Seller's Name

By _____ (SEAL) _____ Title

Seller agrees that if Provident repossesses or recovers the Collateral Seller shall pay to Provident the sum of money written above in this block or, in the alternative, purchase the Collateral from Provident and pay to Provident therefor the then unpaid Amount Financed together with any and all other sums that may then be due under said Agreement

LIMITED REPURCHASE

Seller's Name

By _____ (SEAL) _____ Title

Seller agrees that if the first _____ installments have not been paid by Buyers in accordance with the terms of the said Agreement, and if Provident repossesses or recovers the Collateral Seller shall upon demand purchase the Collateral from Provident and pay to Provident therefor the then unpaid Amount Financed together with any and all other sums that may then be due under the said Agreement



DISTRICT COURT OF MARYLAND FOR

Baltimore City

City/County

Located at 501 E. Fayette Street 21202

Court Address

Case No. 16386-88

STATE OF MARYLAND

OR

Provident Bank of MD

vs.

Errol A. Mitchell

Plaintiff

Defendant

TRIAL OR HEARING NOTICE

TO: [Redacted]

[] Notice of intent to defend has been filed by ... in the above case. The trial is set for ... at ... You must be prepared for trial on this date.

[] The trial date in the above case has been changed to January 9, 1989 at 8:45 a.m.

You are hereby summoned to appear at the above location.

[] Hearing on Motion to be held ... at ...

[] If Motion results in trial, trial [] will be held the same day [] will be rescheduled.

[] Continuation of oral examination to be held on ... at ...

[] Case has been continued to an indefinite date. You will be notified.

11-30-88

Date

Catherine Valeika

Clerk

Copies mailed to:

(1) Sidney S. Friedman
345 N. Charles Street
Baltimore, MD 21201

(2) Erroll A. Mitchell
1200 L Windsail Road
Baltimore, MD 21221

(3) [Redacted]

(4) [Redacted]

Court's

LAW OFFICES

WEINBERGER, WEINSTOCK, SAGNER, STEVAN & HARRIS, P. A.

345 N. CHARLES STREET

BALTIMORE, MARYLAND 21201

(301) 727-6700

FAX (301) 685-5118

LOUIS J. SAGNER

(1900-1982)

DISTRICT OF COLUMBIA OFFICE

1413 K STREET, N.W.

SUITE 1400

WASHINGTON, D.C. 20005

* ADMITTED IN MARYLAND AND D.C.

**ADMITTED IN MARYLAND AND N.J.

MITCHELL STEVAN
SANFORD A. HARRIS*
MELVYN J. WEINSTOCK
NEAL S. MELNICK*
SIDNEY S. FRIEDMAN

ELLEN I. PAUL**
ELLIOTT JAY MARSDEN*
MICHAEL S. BOTSARIS
STACY L. ALLEN

November 16, 1988

District Court of Maryland
for Baltimore City
Fayette & Gay St.
Baltimore, Md. 21202

RE: Provident Bank of Md.
VS: Errol A. Mitchell
CV 010-16386-88

Dear Mr. Clerk:

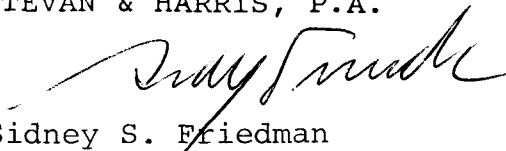
Enclosed please find REQUEST FOR POSTPONEMENT AND MOTION TO
in the above entitled matter. CONVERT

Will you please send us an acknowledgment or receipt.

Many thanks for your attention and cooperation in this
matter.

Very truly yours,

WEINBERGER, WEINSTOCK, SAGNER,
STEVAN & HARRIS, P.A.



Sidney S. Friedman

SSF/cjl

cc: Errol A. Mitchell
1200 L Windsail Road
Baltimore, Md. 21221

PROVIDENT BANK OF MARYLAND	*	IN THE
Plaintiff	*	DISTRICT COURT
vs.	*	OF MARYLAND
ERROL A. MITCHELL	*	FOR
Defendant	*	BALTIMORE CITY
	*	CASE #CV 010-16386-88
		t/d November 28, 1988
	*	
	*	
	*	
	*	
	*	

REQUEST FOR POSTPONEMENT
AND
MOTION TO CONVERT

Now comes the Plaintiff, by and through its undersigned counsel, and Requests this Court to postpone the pending hearing date of November 28, 1988 and also requests this Court to Convert this matter from a Replevin Action to a Contract Action. As grounds therefore, Plaintiff states the following:

1. Plaintiff has heretofore filed a Replevin Action against the Defendant. A Show Cause Hearing was held on October 21, 1988 at which time Judge Matthews authorized a Writ of Replevin and a seizure of the Defendants automobile.


2. Plaintiff has requested the constable to seize the vehicle but to date it has not been accomplished. It does not appear that the vehicle will be seized and sold prior to the November 28, 1988 hearing date.

3. Plaintiff will be seeking a deficiency judgment against the Defendant as a result of the sale of the vehicle and therefore requests this Courts permission to convert the proceedings from Replevin to Contract in order to proceed against the Defendant for any deficiency judgment which may arise from the eventual

sale of the vehicle.

WHEREFORE, Plaintiff requests this Court to grant the postponement of the pending hearing and for permission to Convert this matter from Replevin to Contract.

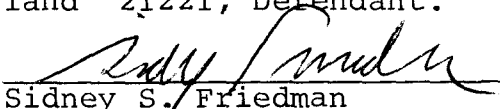
WEINBERGER, WEINSTOCK, SAGNER,
STEVAN & HARRIS, P.A.



Sidney S. Friedman
345 North Charles St.
Baltimore, Md. 21201
727-6700

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 16th day of November, 1988, a copy of the foregoing Request for Postponement and Motion to Convert were mailed postage prepaid to: Errol A. Mitchell, 1200 L Windsail Road, Baltimore, Maryland 21221, Defendant.



Sidney S. Friedman

PROVIDENT BANK OF MARYLAND * IN THE
Plaintiff * DISTRICT COURT
vs. * OF MARYLAND FOR
ERROL A. MITCHELL * BALTIMORE CITY
Defendant * CASE # CV 010-16386-88
* T/D November 28, 1988

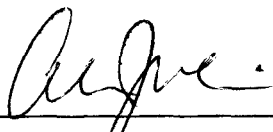
* * * * *

ORDER

Upon the foregoing Motion and the State of the Pleadings,
it is this *29th* day of *November*, 1988, by the District
Court of Maryland for Baltimore City,

ORDERED, that the above matter be and the same is hereby
postponed from the hearing date of November 28, 1988,

AND IT IS FURTHER ORDERED, that this matter shall be converted
from Replevin to Contract.



Judge

JUDGE ALAN J. KARLIN



DISTRICT COURT OF MARYLAND FOR BALTIMORE CITY

City/County

Located at FAYETTE & GAY STS 21202 Court Address

Case No. CV010-16386-88

PROVIDENT BANK OF MARYALND

ERROL A. MITCHELL

VS.

County

Plaintiff

Defendant

SHOW CAUSE ORDER IN ACTION OF REPLEVIN

A Complaint, having been filed in this Court requesting immediate possession of the property described therein, it is, therefore,

ORDERED, that the Defendant is subpoenaed to appear in this Court on 10-21-88 at 8:45AM o'clock M., to show cause why the property should not be returned to Plaintiff, provided that a copy of this Order and the Complaint attached hereto and made a part hereof be served on the Defendant on or before 6-9-88

XXXXXXXXXX (MERITS 11-28-88 at 8:45AM Return Date)

5-26-88

Date

WILLIAM DORSEY

Clerk

NOTICE TO DEFENDANT

You must appear at the time stated and present evidence on your behalf. If you fail to appear, the property claimed in the Complaint may be seized by the Sheriff.

ORDER AND WRIT OF REPLEVIN

A hearing having been held, and the Court having determined

That the Plaintiff, with reasonable probability, is entitled to the property described as: SEE ATTACHED

That a bond of \$ BOND WAIVED is to be given by the Plaintiff.

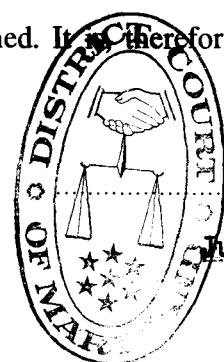
It is ORDERED that after the posting of the bond, the Sheriff of this County/Constable of this Court replevy the said property and deliver same to the Plaintiff.

That the Plaintiff is not entitled to the property claimed. It is therefore, ORDERED that the relief sought be denied.

Date

Judge

Judge Keith E. Matthews





DISTRICT COURT OF MARYLAND FOR BALTIMORE CITY

City/County

Located at FAYETTE S. GAY STS 21202 Case No. CV010-16386-88

Court Address

PROVIDENT BANK OF MD Name

ERROL A. MITCHELL Name

Address

VS.

Address

Plaintiff/Judgment Creditor

Defendant/Judgment Debtor

NOTICE

TO: SIDNEY S. FRIEDMAN 345 NORTH CHARLES ST. BALTIMORE, MD 21201

You are advised as shown below:

Initial Status

Your complaint cannot be processed because:

- court cost of \$15.00 needed, mailing address for service needed, need copies for additional defendants, complaint filed but not signed, street address for service needed, Other

FOR SERVICE OF EXECUTION / WRIT OF REPLEVIN NOTE T/D 11-28-88 at 8:45AM EXPIRATION DATE 11-21-88

Trial status

- Certified mail card signed by, Certified mail card returned unclaimed, Intention to Defend filed by in proper person or by attorney, To be heard on original trial date, New trial date at, Affidavit judgment denied because (defective affidavit, lack of proper exhibits, details of claim insufficient, other), Trial date now set for

Judgment

- Judgment in the amount of \$ entered against Defendant, Judgment by confession having become final, you are to remit wages withheld from Defendant to Plaintiff, Judgment having been vacated, you are to release to the Defendant wages previously withheld, Judgment was assigned to, Judgment was vacated. New trial date set for

Post Judgment

- Oral examination set for hearing on at DEFENDANT MUST BE PRESENT.

Motions/Requests

- Cannot be processed. Need Certificate of Service, Hearing on Motion for set for at

If Motion results in trial, trial will be held same day will be rescheduled.

Notice of Court Orders (1-324)

LAW OFFICES
WEINBERGER, WEINSTOCK, SAGNER, STEVAN & HARRIS, P. A.
345 N. CHARLES STREET
BALTIMORE, MARYLAND 21201

MITCHELL STEVAN
SANFORD A. HARRIS*
MELVYN J. WEINSTOCK
NEAL S. MELNICK*
SIDNEY S. FRIEDMAN

ELLEN I. PAUL**
ELLIOTT JAY MARSDEN*
MICHAEL S. BOTSARIS
STACY L. ALLEN

(301) 727-6700
FAX (301) 685-5118

October 25, 1988

LOUIS J. SAGNER
(1900-1982)
DISTRICT OF COLUMBIA OFFICE
1413 K STREET, N.W.
SUITE 1400
WASHINGTON, D.C. 20005

* ADMITTED IN MARYLAND AND D.C.
**ADMITTED IN MARYLAND AND N.J.

Clerk,
District Court of Maryland
for Baltimore City
Fayette & Gay St.
Baltimore, Maryland 21202

RE: Provident Bank of Md.
VS: Errol A. Mitchell
CASE #16386-88

Dear Mr. Clerk:

Judge Mathews signed a Replevin Order permitting the Plaintiff to seize the Defendants vehicle in this Replevin Action. I therefore request that the Constable make arrangements with clients agent, Nationwide Recovery, 460 Brunswick, Baltimore, Maryland, phone number 947-1333, so that the vehicle can be seized.

If you have any questions, please call me.

Very truly yours,

WEINBERGER, WEINSTOCK, SAGNER,
STEVAN & HARRIS, P.A.



Sidney S. Friedman

SSF/cjl
cc: Provident Bank of Md.

RECEIVED
DIST. COURT
OCT 27 10 11 AM '88



DISTRICT COURT OF MARYLAND FOR

JACOBSON

City/County

Located at

ANNAPOLIS

Court Address

Case No.

16386-88

STATE OF MARYLAND

VS

Defendant

Address

or

PROVIDENT BANK

Plaintiff

ERROL J. JACOBSON

1200-L WINDSAIL RD

BALTO. MD 21221

Telephone

CC# 16386-88

SUBPOENA

STATE OF MARYLAND

BALTO.

City/County

TO:

NEVILLE M. THORPE
5302-G EAST SUBY AVE
BALTO. MD 21206

YOU ARE HEREBY SUBPOENAED to appear in person before The District Court of Maryland at the above location on NOV. 28 at 8:45 o'clock A.M.

- To answer to the charge(s) in the above case.
To answer to the State of Maryland for failing to obey a court order as follows:
To produce the following documents:

This Subpoena was requested by ERROL JACOBSON whose address is 1200-L WINDSAIL RD and whose telephone number is 391-5372

Failure to obey this Subpoena may result in your being charged with contempt of court and being taken into custody under a warrant or body attachment.

Oct Nov 21, 1988
Date

[Signature]
Clerk/Judge



I certify that I delivered the original of this Subpoena to on this day of 19

DESCRIPTION OF PERSON SUBPOENAED: Driver's License # Sex Race Ht. Wt. Hair Eyes Complexion Other

40-2
Jeynes



DISTRICT COURT OF MARYLAND FOR BALTIMOR CITY

Located at Fayette & Gay St. 21202 Case No. 16386-88

Provident Bank of Maryland vs. Errol A. Mitchell

Trial Date 10-21-88 Issue Date 9-30-88 Expiration Date 10-14-88 Received from County Case No. 11-28-88

REQUEST FOR SERVICE

Please serve the attached process on the person shown.

ORDER FOR SERVICE

You are hereby commanded to serve the attached process and to make your return promptly on this Order if served, and if you are unable to serve, you are to make your return on this Order and return the original process to the Court no later than ten days following the termination of the validity of the process.

9-30-88 Date L. Burton Clerk

PROOF OF SERVICE

I CERTIFY

I that I served a Summons by restricted delivery mail, return card attached delivery to Errol A. Mitchell

Description of Defendant: Race B Sex M Ht 5'8 Wt 170 Age 28 Other

and left with him a copy of the Complaint and all supporting papers.

I posted the premises at I was unable to serve because

I served the Writ of Garnishment on Wages on the Garnishee by restricted delivery mail, return card attached delivery to

I served the Writ of Garnishment on Property on the Garnishee by restricted delivery mail, return card attached delivery to

and promptly after service mailed a copy of the Writ to the Judgment Debtor's last known address.

I served an Order to Appear for Oral Examination in Aid of Enforcement by restricted delivery mail, return card attached delivery to

I served a Show Cause Order by restricted delivery mail, return card attached delivery to

If return is made by an individual other than a sheriff or constable, I solemnly affirm under the penalties of perjury that the contents of the foregoing paper are true to the best of my knowledge, information and belief and do further affirm I am a competent person over 18 years of age and not a party to the case.

10-9-88 Date 2:55 PM Time Signature L. Jeynes Title 547 N. Main Street Baltimore Md. 21014 Address if Private Process Server Telephone Number if Private Process Server 893-1117

Plaintiff Provident Bank of Md. Plaintiff's Attorney Sidney S. Friedman Address 345 North Charles St. City, State, Zip Baltimore, Md. 21201

Defendant Errol A. Mitchell Address 1200 L Windsail Road City, State, Zip Baltimore, Md. 21221

Type of Paper Show Cause Replevin

If service is not effected, send refund to:

PPS

Served at: 1200 Wind sail apt L

1988 OCT 13 AM 11:00 DIST. COURT MD. DIST. #1-CIVIL

Serve on

Garnishee/Agent Address City, State, Zip

Special Instructions

Table with 4 rows and 2 columns: ATTEMPT, Date/Time

46-2
Zymer



DISTRICT COURT OF MARYLAND FOR BALTIMOR CITY

Located at Fayette & Gay St. 21202
Court Address

City/County
Case No. 16386-88

Provident Bank of Maryland VS. Errol A. Mitchell
Plaintiff/Judgment Creditor Defendant/Judgment Debtor

Trial Date 10-21-88 Issue Date 9-30-88 Expiration Date 10-14-88 Received from County
11-28-88 **REQUEST FOR SERVICE** Case No.

Please serve the attached process on the person shown.
ORDER FOR SERVICE

You are hereby commanded to serve the attached process and to make your return promptly on this Order if served, and if you are unable to serve, you are to make your return on this Order and return the original process to the Court no later than ten days following the termination of the validity of the process.

Type of Paper Show Cause Replevin

If service is not effected, send refund to:

9-30-88 Date S. Barton Clerk

PROOF OF SERVICE

I CERTIFY

that I served a Summons by restricted delivery mail, return card attached delivery to S. Barton Name 10-7-88 Date 5:35 PM Time

Description of Defendant: Race B Sex M Ht. 5'8
Wt. 170 Age 28 Other

and left with him a copy of the Complaint and all supporting papers.
 I posted the premises at

I served the Writ of Garnishment on Wages on the Garnishee by restricted delivery mail, return card attached delivery to

I served the Writ of Garnishment on Property on the Garnishee by restricted delivery mail, return card attached delivery to

and promptly after service mailed a copy of the Writ to the Judgment Debtor's last known address.

I served an Order to Appear for Oral Examination in Aid of Enforcement by restricted delivery mail, return card attached delivery to

I served a Show Cause Order by restricted delivery mail, return card attached delivery to

If return is made by an individual other than a sheriff or constable, I solemnly affirm under the penalties of perjury that the contents of the foregoing paper are true to the best of my knowledge, information and belief and do further affirm I am a competent person over 18 years of age and not a party to the case.

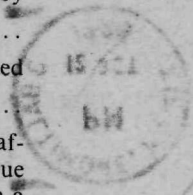
10-9-88 Date S. Barton Signature S. Barton Title
5:40 PM Time 540 N. Main Street Address if Private Process Server
Baltimore, Md. 21014 Telephone Number if Private Process Server

Plaintiff Provident Bank of Md. 993-1117
Plaintiff's Attorney Sidney S. Friedman
Address 345 North Charles St.
City, State, Zip Baltimore, Md. 21201

Defendant Errol A. Mitchell Serve on
Address 1200 L Windsail Road
City, State, Zip Baltimore, Md. 21221

PPS
Served at:
1200 Windsail Rd Apt L

1988 OCT 13 AM 11:00
DIST. COURT MD.
DIST. CIVIL



Serve on
Garnishee/Agent
Address
City, State, Zip
Special Instructions

ATTEMPT	
1	Date/Time
2	Date/Time
3	Date/Time
4	Date/Time



DISTRICT COURT OF MARYLAND FOR BALTIMOR CITY

Located at Fayette & Gay St. 21202 Court Address

City/County Case No. 16386-88

Provident Bank of Maryland

VS. Errol A. Mitchell

Plaintiff/Judgment Creditor

Defendant/Judgment Debtor

Trial Date 10-21-88 Issue Date 9-30-88 Expiration Date 10-14-88 Received from County Case No.

REQUEST FOR SERVICE

Please serve the attached process on the person shown.

ORDER FOR SERVICE

Type of Paper Show Cause Replevin

You are hereby commanded to serve the attached process and to make your return promptly on this Order if served, and if you are unable to serve, you are to make your return on this Order and return the original process to the Court no later than ten days following the termination of the process.

If service is not effected, send refund to:

Date 9-30-88 Clerk L. Barton

PROOF OF SERVICE

I CERTIFY

I that I served a Summons by restricted delivery mail, return card attached delivery to

Description of Defendant: Race, Sex, Ht., Wt., Age, Other

I and left with him a copy of the Complaint and all supporting papers.

I posted the premises at

I was unable to serve because

I served the Writ of Garnishment on Wages on the Garnishee by restricted delivery mail, return card attached delivery to

I served the Writ of Garnishment on Property on the Garnishee by restricted delivery mail, return card attached delivery to

and promptly after service mailed a copy of the Writ to the Judgment Debtor's last known address.

I served an Order to Appear for Oral Examination in Aid of Enforcement by restricted delivery mail, return card attached delivery to

I served a Show Cause Order by restricted delivery mail, return card attached delivery to

If return is made by an individual other than a sheriff or constable, I solemnly affirm under the penalties of perjury that the contents of the foregoing paper are true to the best of my knowledge, information and belief and do further affirm I am a competent person over 18 years of age and not a party to the case.

Date Signature Title

Time Address if Private Process Server

Telephone Number if Private Process Server

Plaintiff Provident Bank of Md.

Plaintiff's Attorney Sidney S. Friedman

Address 345 North Charles St.

City, State, Zip Baltimore, Md. 21201

Defendant Errol A. Mitchell

Address 1200 L. Windsail Road

City, State, Zip Baltimore, Md. 21221

Serve on Garnishee/Agent

Address

City, State, Zip

Special Instructions

ATTEMPT

Table with 4 rows for attempts, each with a date/time field.



DISTRICT COURT OF MARYLAND FOR BALTIMORE CITY

City/County

Located at FAYETTE & GAY ST.

Court Address

Case No. 16386-88

Provident Bank of Maryland

Name

Errol A. Mitchell

Name

vs.

1200 L Windsail Road

Address

Address

Baltimore, Md. 21221

Plaintiff/Judgment Creditor

Defendant/Judgment Debtor

Original Summons

Serve by Sheriff

Renewal

Send by restricted delivery mail.

Return to Plaintiff to serve.

REQUEST FOR SUMMONS

Please issue the summons in this case for Errol A. Mitchell at the above verified address.

August 31, 1988

Date

Sidney S. Friedman

345 North Charles St.

Baltimore, Md. 21201

WRIT OF SUMMONS

CASE #

1638602

The trial date in this case has been scheduled.

OCT 21 1988 8-45 AM

Show Cause

09/01/88

You are summoned to appear for trial on

NOV 28 1988 8-45 AM

me

DISTRICT #01-01

at the

location shown above. If you intend to be present at the trial, you must file the Notice of Intention to Defend within 15 days of receiving this Complaint. Failure to file the Notice of Intention to Defend may result in a judgment by default or the granting of the relief sought.

RENEWALS

5 06

SEP 30 1988

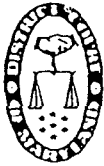
Date

Errol A. Mitchell

Clerk

Must be served by OCT 14 1988

Return must be made promptly and in any event within the time during which the person served must respond to process.



DISTRICT COURT OF MARYLAND FOR BALTIMORE CITY

City/County

Located at FAYETTE & GAY ST.

Court Address

Case No. 16386-88

Provident Bank of Md.

Errol A. Mitchell

vs.

1200 L. Windsail Road

Baltimore, Md. 21221

Plaintiff

Defendant

SHOW CAUSE ORDER IN ACTION OF REPLEVIN

A Complaint, having been filed in this Court requesting immediate possession of the property described therein, it is, therefore,

OCT 21 1988 8-45 AM

NOV 28 1988 8-45 AM

ORDERED, that the Defendant is subpoenaed to appear in this Court on ... at ... o'clock ... M., to show cause why the property should not be returned to the Plaintiff,

provided that a copy of this Order and the Complaint attached hereto and made a part hereof be served on the Defendant on or before

OCT 14 1988

Return Date

SEP 30 1988

Date

Handwritten signature of William J. Rosney

Clerk

NOTICE TO DEFENDANT

You must appear at the time stated and present evidence on your behalf. If you fail to appear, the property claimed in the Complaint may be seized by the Sheriff.

ORDER AND WRIT OF REPLEVIN

A hearing having been held, and the Court having determined

That the Plaintiff, with reasonable probability, is entitled to the property described as:

[] That a bond of \$... is to be given by the Plaintiff.

It is ORDERED that after the posting of the bond, the Sheriff of this County/Constable of this Court replevy the said property and deliver same to the Plaintiff.

[] That the Plaintiff is not entitled to the property claimed. It is, therefore, ORDERED that the relief sought be denied.

Date

Judge



DISTRICT COURT OF MARYLAND FOR

BALTIMORE CITY

City/County

Located at FAYETTE & GAY ST. Court Address

Case No. 16386-88

Provident Bank of Md. Plaintiff/Judgment Creditor

vs.

Errol A. Mitchell Defendant/Judgment Debtor

Trial Date 8/30/88

Issue Date 8/9/88

Expiration Date 8/23/88

Received from County

10/11/88 REQUEST FOR SERVICE

Case No.

Please serve the attached process on the person shown.

ORDER FOR SERVICE

Type of Paper. Reissue Replevin PPS

You are hereby commanded to serve the attached process and to make your return promptly on this Order if served, and if you are unable to serve, you are to make your return on this Order and return the original process to the Court no later than ten days following the termination of the validity of the process.

If service is not effected, send refund to:

8/9/88 Date

[Signature] Clerk

PROOF OF SERVICE

I CERTIFY

[] that I served a Summons by [] restricted delivery mail, return card attached [] delivery to

Name On Title Date Time Description of Defendant: Race Sex Ht.

Wt. Age Other

[] and left with him a copy of the Complaint and all supporting papers.

[] I posted the premises at

[] I was unable to serve because Could not find defendant at home

[] I served the Writ of Garnishment on Wages on the Garnishee by [] restricted delivery mail, return card attached [] delivery to

[] I served the Writ of Garnishment on Property on the Garnishee by [] restricted delivery mail, return card attached [] delivery to

and promptly after service mailed a copy of the Writ to the Judgment Debtor's last known address.

[] I served an Order to Appear for Oral Examination in Aid of Enforcement by [] restricted delivery mail, return card attached [] delivery to

[] I served a Show Cause Order by [] restricted delivery mail, return card attached [] delivery to

If return is made by an individual other than a sheriff or constable, I solemnly affirm under the penalties of perjury that the contents of the foregoing paper are true to the best of my knowledge, information and belief and do further affirm I am a competent person over 18 years of age and not a party to the case.

8-24-88 Date [Signature] Title

Address if Private Process Server

Telephone Number if Private Process Server

Plaintiff Provident Bank of Md.

Plaintiff's Attorney Sidney S. Friedman

Address 345 North Charles St.

City, State, Zip Baltimore, Md. 21201

Defendant Errol A. Mitchell [] Serve on

Address 1200 L Windsail Rd.

City, State, Zip Baltimore, Md. 21221

Special Instructions

ATTEMPT

1 Date/Time

2 Date/Time

3 Date/Time

4 Date/Time

DC/CV 2 (Rev. 7/87)

37611

RECEIVED DISTRICT COURT MD. DIST #1 - CIVIL 1988 AUG 29 AM 10:22

[] Serve on

Garnishee/Agent

Address

City, State, Zip



DISTRICT COURT OF MARYLAND FOR

BALTIMORE CITY

City/County

Located at BAYETTE & GAY ST.

Court Address

Case No. 16386-88

Provident Bank of Md.

Plaintiff/Judgment Creditor

VS.

Errol A. Mitchell

Defendant/Judgment Debtor

Trial Date 8/30/88

Issue Date 8/9/88

Expiration Date 8/23/88

Received from County

REQUEST FOR SERVICE

Case No.

Please serve the attached process on the person shown.

ORDER FOR SERVICE

Type of Paper Reissue Replevin FPS

You are hereby commanded to serve the attached process and to make your return promptly on this Order if served, and if you are unable to serve, you are to make your return on this Order and return the original process to the Court no later than ten days following the termination of the validity of the process.

If service is not effected, send refund to:

8/9/88

Date

[Signature]

Clerk

PROOF OF SERVICE

I CERTIFY

that I served a Summons by restricted delivery mail, return card attached delivery to

Name

On

Title

Date

Time

Description of Defendant: Race Sex Ht.

Wt. Age Other

and left with him a copy of the Complaint and all supporting papers.

I posted the premises at

I was unable to serve because Could not find defendant at home

I served the Writ of Garnishment on Wages on the Garnishee by restricted delivery mail, return card attached delivery to

I served the Writ of Garnishment on Property on the Garnishee by restricted delivery mail, return card attached delivery to

and promptly after service mailed a copy of the Writ to the Judgment Debtor's last known address.

I served an Order to Appear for Oral Examination in Aid of Enforcement by

restricted delivery mail, return card attached delivery to

I served a Show Cause Order by restricted delivery mail, return card attached

delivery to

If return is made by an individual other than a sheriff or constable, I solemnly affirm under the penalties of perjury that the contents of the foregoing paper are true to the best of my knowledge, information and belief and do further affirm I am a competent person over 18 years of age and not a party to the case.

Serve on

Garnishee/Agent

Address

City, State, Zip

8-24-88

Date

[Signature]

Title

Address if Private Process Server

Telephone Number if Private Process Server

Plaintiff Provident Bank of Md.

Plaintiff's Attorney Sidney S. Friedman

Address 345 North Charles St.

City, State, Zip Baltimore, Md. 21201

Special Instructions

Defendant Errol A. Mitchell

Serve on

Address 1200 L Windsail Rd.

City, State, Zip Baltimore, Md. 21221

ATTEMPT

1 Date/Time

2 Date/Time

3 Date/Time

4 Date/Time



DISTRICT COURT OF MARYLAND FOR BALTIMORE CITY

Located at FAYETTE & GAY ST. City/County Case No. 7* 16386-88

Name Provident Bank of Md. vs. Errol A. Mitchell

Address 1200 L Windsail Road Baltimore, Md. 21221

Plaintiff/Judgment Creditor Defendant/Judgment Debtor
Original Summons Renewal Serve by Sheriff Send by restricted delivery mail Return to Plaintiff to serve.

REQUEST FOR SUMMONS

Please issue the summons in this case for Errol A. Mitchell at the above verified address.

Date July 29, 1988 Defendant's Name

Sidney S. Friedman Attorney 345 North Charles St. Baltimore, Md 21201

WRIT OF SUMMONS

The trial date in this case has been scheduled. You are summoned to appear for trial on OCT 11 1988 at 8:45 AM at the location shown above. Failure to file the Notice of Intention to Defend within 15 days of receiving this Complaint may result in a judgment by default or the granting of the relief sought.

Date AUG 9 - 1988 Clerk

Must be served by Date AUG 23 1988 Return must be made promptly and in any event within the time during which the person served must respond to process.



DISTRICT COURT OF MARYLAND FOR

BALTIMORE CITY

Located at FAYETTE & GAY STS.

City/County

Case No. CV 16386-88

PROVIDENT BANK OF MARYLAND

Court Address

ERROL A. MITCHELL

1200 L. Windsail Rd.

vs.

Baltimore, Md. 21221

County

Plaintiff

Defendant

SHOW CAUSE ORDER IN ACTION OF REPLEVIN

A Complaint, having been filed in this Court requesting immediate possession of the property described therein, it is, therefore,

AUG 30 1988 8-45 AM

ORDERED, that the Defendant is subpoenaed to appear in this Court on OCT 11 1988 8-45 AM at ... o'clock ... M., to show cause why the property should not be returned to Plaintiff, provided that a copy of this Order and the Complaint attached hereto and made a part hereof be served on the Defendant on or before AUG 23 1988

Return Date

AUG 9 - 1988

Date

[Handwritten Signature]

Clerk

NOTICE TO DEFENDANT

You must appear at the time stated and present evidence on your behalf. If you fail to appear, the property claimed in the Complaint may be seized by the Sheriff.

ORDER AND WRIT OF REPLEVIN

A hearing having been held, and the Court having determined

[] That the Plaintiff, with reasonable probability, is entitled to the property described as:

[] That a bond of \$... is to be given by the Plaintiff.

It is ORDERED that after the posting of the bond, the Sheriff of this County/Constable of this Court replevy the said property and deliver same to the Plaintiff.

[] That the Plaintiff is not entitled to the property claimed. It is, therefore, ORDERED that the relief sought be denied.

Date

Judge



DISTRICT COURT OF MARYLAND FOR BALTIMORE CITY

Fayette & Gay Streets

City/County

Located at Baltimore, Maryland 21202

Court Address

Case No. 16386-88

PROVIDENT BANK OF MARYLAND

VS.

ERROL A. MITCHELL

Trial Date 8/1/88 Plaintiff/Judgment Creditor

Issue Date 7/11/88

Expiration Date 7/25/88

Defendant/Judgment Debtor

Received from

County

REQUEST FOR SERVICE

Case No.

Please serve the attached process on the person shown.

ORDER FOR SERVICE

Type of Paper Reissue Summons

You are hereby commanded to serve the attached process and to make your return promptly on this Order if served, and if you are unable to serve, you are to make your return on this Order and return the original process to the Court no later than ten days following the termination of the validity of the process.

Private Process Service

7/11/88

Date

Clerk

PROOF OF SERVICE

I CERTIFY

I served a Summons by restricted delivery mail, return card attached delivery to

Name Title Date Time Description of Defendant: Race Sex Ht.

wt. Age Other

and left with him a copy of the Complaint and all supporting papers.

I posted the premises at

I was unable to serve because

I served the Writ of Garnishment on Wages on the Garnishee by restricted delivery mail, return card attached delivery to

I served the Writ of Garnishment on Property on the Garnishee by restricted delivery mail, return card attached delivery to

and promptly after service mailed a copy of the Writ to the Judgment Debtor's last known address.

I served an Order to Appear for Oral Examination in Aid of Enforcement by restricted delivery mail, return card attached delivery to

I served a Show Cause Order by restricted delivery mail, return card attached delivery to

If return is made by an individual other than a sheriff or constable, I solemnly affirm under the penalties of perjury that the contents of the foregoing paper are true to the best of my knowledge, information and belief and do further affirm I am a competent person over 18 years of age and not a party to the case.

Plaintiff Provident Bank of Maryland

Plaintiff's Attorney Sidney S. Friedman

Address 345 N. Charles Street

City, State, Zip Balto., MD 21201

Defendant Errol A. Mitchell

Address 1200 L Windsail Road

City, State, Zip Baltimore, MD 21221

Serve on

Garnishee/Agent

Address

City, State, Zip

Special Instructions

ATTEMPT	
1	7/24 1:00 PM
2	7/25 2:00 PM
3	7/25 6:15 PM
4	7/25 1:45 PM

Def was not @ home during time of attempts - good address - def may have been on vacation - (no sign of anyone being @ residence)

Catherine M. Denning
Signature
11433 Culpeper Hwy Suite 2
Address if Private Process Server
Lehigh Marsh, Md 21162
Telephone Number if Private Process Server *335-1933*



DISTRICT COURT OF MARYLAND FOR BALTIMORE CITY

FAYETTE & GAY ST.

City/County

Located at Provident Bank of Md. Court Address Case No. 16386-88

Errol A. Mitchell

vs. 1200 L Windsail Road

Baltimore, Md. 21221

Plaintiff

Defendant

SHOW CAUSE ORDER IN ACTION OF REPLEVIN

A Complaint, having been filed in this Court requesting immediate possession of the property described therein, it is, therefore,

ORDERED, that the Defendant is subpoenaed to appear in this Court on ... o'clock ... M., to show cause why the property should not be returned to the Plaintiff, provided that a copy of this Order and the Complaint attached hereto and made a part hereof be served on the Defendant on or before ...

Return Date

Date

Clerk

NOTICE TO DEFENDANT

You must appear at the time stated and present evidence on your behalf. If you fail to appear, the property claimed in the Complaint may be seized by the Sheriff.

ORDER AND WRIT OF REPLEVIN

hearing having been held, and the Court having determined

[] That the Plaintiff, with reasonable probability, is entitled to the property described as:

[] That a bond of \$..... is to be given by the Plaintiff.

It is ORDERED that after the posting of the bond, the Sheriff of this County/Constable of this Court replevy the said property and deliver same to the Plaintiff.

[] That the Plaintiff is not entitled to the property claimed. It is, therefore, ORDERED that the relief sought be denied.

Date

Judge



DISTRICT COURT OF MARYLAND FOR BALTIMORE CITY
 Fayette & Gay Streets City/County
 Located at Baltimore, Maryland 21202 Case No. 16386-88
 Court Address

PROVIDENT BANK OF MARYLAND
 Name

ERROL A. MITCHELL
 Name

Address

vs.

1200 L. Windsail Road
 Address

Baltimore, Maryland 21221

Plaintiff/Judgment Creditor

Defendant/Judgment Debtor

- Original Summons
- Renewal

- Serve by Sheriff
- Send by restricted delivery mail.
- Return to Plaintiff to serve.

REQUEST FOR SUMMONS

Please issue the summons in this case for Errol A. Mitchell
 at the above verified address.

June 27, 1988
 Date

WEINBERGER, WEINSTOCK, SAGNER, STEVAN
 & HARRIS, P.A.
 Defendant's Name

Sidney S. Friedman Plaintiff/Attorney
 345 N. Charles St., Balto., MD 21201
 Address

WRIT OF SUMMONS

The trial date in this case has been scheduled.

AUG 1 1988 8-45 AM
 SEP 13 1988 8-45 AM
 Show Cause
 Meats

You are summoned to appear for trial on _____, at _____

location shown above. If you intend to be present at the trial, you must file the Notice of Intention to Defend within 15 days of receiving this Complaint. Failure to file the Notice of Intention to Defend may result in a judgment by default or the granting of the relief sought.

JUL 11 1988
 Date

Must be served by JUL 25 1988

B. Miller
 Clerk

Return must be made promptly and in any event within the time during which the person served must respond to process.

DISTRICT #01-01
 RENEWALS 5.00



DISTRICT COURT OF MARYLAND FOR BALTIMORE CITY
 Fayette & Gay Streets City/County
 Located at Baltimore, Maryland 21202 Court Address Case No. 16386-88

PROVIDENT BANK OF MARYLAND ERROL A. MITCHELL
 vs. 1200 L Windsail Road
 Baltimore, Maryland 21221
 Plaintiff Defendant

SHOW CAUSE ORDER IN ACTION OF REPLEVIN

A Complaint, having been filed in this Court requesting immediate possession of the property described therein, it is, therefore,

AUG 1 1988 8-45 AM

SEP 13 1988 8-45 AM

ORDERED, that the Defendant is subpoenaed to appear in this Court on
 at o'clock M., to show cause why the property should not be returned to the Plaintiff,
 provided that a copy of this Order and the Complaint attached hereto and made a part hereof be served on the Defendant
 on or before

JUL 25 1988
 Return Date

JUL 11 1988

Date

Clerk

NOTICE TO DEFENDANT

You must appear at the time stated and present evidence on your behalf. If you fail to appear, the property claimed in the Complaint may be seized by the Sheriff.

ORDER AND WRIT OF REPLEVIN

A hearing having been held, and the Court having determined

- That the Plaintiff, with reasonable probability, is entitled to the property described as:
- That a bond of \$..... is to be given by the Plaintiff. It is ORDERED that after the posting of the bond, the Sheriff of this County/Constable of this Court replevy the said property and deliver same to the Plaintiff.
- That the Plaintiff is not entitled to the property claimed. It is, therefore, ORDERED that the relief sought be denied.

Date

Judge



DISTRICT COURT OF MARYLAND FOR BALTIMORE CITY

City/County

Located at FAYETTE & GAY ST. BALTO., MD. Case No. 16386-88

Court Address

PROVIDENT BANK OF MD. vs. ERROL A. MITCHELL

Plaintiff/Judgment Creditor

Defendant/Judgment Debtor

Trial Date 6-16-88 Issue Date 5-26-88 Expiration Date 6-9-88 Received from County Case No.

7-28-88 REQUEST FOR SERVICE

Please serve the attached process on the person shown.

ORDER FOR SERVICE

You are hereby commanded to serve the attached process and to make your return promptly on this Order if served, and if you are unable to serve, you are to make your return on this Order and return the original process to the Court no later than ten days following the termination of the validity of the process.

5-26-88

Date

[Signature]

Clerk

PROOF OF SERVICE

I CERTIFY

[] that I served a Summons by [] restricted delivery mail, return card attached [] delivery to

Name On Date Time Description of Defendant: Race Sex Ht.

Wt. Age Other

[] and left with him a copy of the Complaint and all supporting papers.

[] I posted the premises at

[x] I was unable to serve because Could not contact

[] I served the Writ of Garnishment on Wages on the Garnishee by [] restricted delivery mail, return card attached [] delivery to

[] I served the Writ of Garnishment on Property on the Garnishee by [] restricted delivery mail, return card attached [] delivery to

and promptly after service mailed a copy of the Writ to the Judgment Debtor's last known address.

[] I served an Order to Appear for Oral Examination in Aid of Enforcement by [] restricted delivery mail, return card attached [] delivery to

[] I served a Show Cause Order by [] restricted delivery mail, return card attached [] delivery to

If return is made by an individual other than a sheriff or constable, I solemnly affirm under the penalties of perjury that the contents of the foregoing paper are true to the best of my knowledge, information and belief and do further affirm I am a competent person over 18 years of age and not a party to the case.

6-10-88

Date

[Signature]

Signature

Title

Time

Address if Private Process Server

Telephone Number if Private Process Server

Plaintiff Provident Bank of Md.

Plaintiff's Attorney Sidney S. Friedman

Address 345 North Charles St.

City, State, Zip Baltimore, Md. 21201

Defendant Errol A. Mitchell

Address 1200 L Windsail Rd.

City, State, Zip Baltimore, Md. 21221

[] Serve on

[] Serve on

Garnishee/Agent

Address

City, State, Zip

Special Instructions

ATTEMPT

Table with 2 columns: Attempt number (1-4) and Date/Time.

1988 JUN 28 AM 9:56

DISTRICT COURT MD. DIST # 15 CIVIL



DISTRICT COURT OF MARYLAND FOR BALTIMORE CITY

City/County

Located at FAYETTE & GAY ST. BALTO, MD. Case No. 16386-88

Court Address

PROVIDENT BANK OF MD. Plaintiff/Judgment Creditor

VS. ERROL A. MITCHELL Defendant/Judgment Debtor

Trial Date 6-16-88 Issue Date 5-26-88 Expiration Date 6-9-88 Received from County Case No. 7-28188

REQUEST FOR SERVICE

Please serve the attached process on the person shown.

ORDER FOR SERVICE

You are hereby commanded to serve the attached process and to make your return promptly on this Order if served, and if you are unable to serve, you are to make your return on this Order and return the original process to the Court no later than ten days following the termination of the validity of the process.

Type of Paper Show Cause Replevin

If service is not effected, send refund to:

5-26-88

Date

Clerk

PROOF OF SERVICE

I CERTIFY

I that I served a Summons by restricted delivery mail, return card attached delivery to

Description of Defendant: Race Title Date Time Sex Ht.

Wt. Age Other

I and left with him a copy of the Complaint and all supporting papers.

I I posted the premises at

I I was unable to serve because Could not contact

I I served the Writ of Garnishment on Wages on the Garnishee by restricted delivery mail, return card attached delivery to

I I served the Writ of Garnishment on Property on the Garnishee by restricted delivery mail, return card attached delivery to

and promptly after service mailed a copy of the Writ to the Judgment Debtor's last known address.

I I served an Order to Appear for Oral Examination in Aid of Enforcement by restricted delivery mail, return card attached delivery to

I I served a Show Cause Order by restricted delivery mail, return card attached delivery to

If return is made by an individual other than a sheriff or constable, I solemnly affirm under the penalties of perjury that the contents of the foregoing paper are true to the best of my knowledge, information and belief and do further affirm I am a competent person over 18 years of age and not a party to the case.

6-10-88 Date Signature Title

Time Address if Private Process Server

Telephone Number if Private Process Server

Plaintiff Provident Bank of Md. Plaintiff's Attorney Sidney S. Friedman Address 345 North Charles St. City, State, Zip Baltimore, Md. 21201

Defendant Errol A. Mitchell Address 1200 L Windsail Rd. City, State, Zip Baltimore, Md. 21221

Serve on

ATTEMPT

Table with 4 rows for recording attempts, including Date/Time columns.



DISTRICT COURT OF MARYLAND FOR BALTIMORE CITY

Located at FAYETTE & GAY ST., BALTIMORE, MD. Case No. 16386-58

City/County

Court Address

PROVIDENT BANK OF MD.

ERROL A. MITCHELL

vs. 1200 L Windsail Road

Baltimore, Md. 21221

Plaintiff

Defendant

SHOW CAUSE ORDER IN ACTION OF REPLEVIN

A Complaint, having been filed in this Court requesting immediate possession of the property described therein, it is, therefore,

JUN 16 1988 8-45 M

ORDERED, that the Defendant is subpoenaed to appear in this Court on JUL 28 1988 8-45 AM

JUL 28 1988 8-45 AM

o'clock M., to show cause why the property should not be returned to the Plaintiff, provided that a copy of this Order and the Complaint attached hereto and made a part hereof be served on the Defendant on or before

JUN - 9 1988

Return Date

MAY 26 1988

Date

William P. [Signature]

Clerk

NOTICE TO DEFENDANT

You must appear at the time stated and present evidence on your behalf. If you fail to appear, the property claimed in the Complaint may be seized by the Sheriff.

ORDER AND WRIT OF REPLEVIN

A hearing having been held, and the Court having determined

That the Plaintiff, with reasonable probability, is entitled to the property described as:

That a bond of \$ is to be given by the Plaintiff.

It is ORDERED that after the posting of the bond, the Sheriff of this County/Constable of this Court replevy the said property and deliver same to the Plaintiff.

That the Plaintiff is not entitled to the property claimed. It is, therefore, ORDERED that the relief sought be denied.

Date

Judge

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An Archives of Maryland Publication**

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Home | ▶ **End Session**

MSA SC 5458-82-150

*RC
1-29-10
Scanned
156 pages*

Dates: 1989-1994

Description: Circuit Court for Baltimore City, Cases # 94004032; 94018024

scan whole case with following sequential file numbers

msa_sc5458_82_150_[full case number]-####

upload pdfs per usual

Cases 94004032 and 94018024 scanned and uploaded by Ray C. on 1/25/10.

Please follow the same procedure for the following:

WOODLIFF VS SEC. OF PUBLIC SAFETY Box 84 Case No. 89047041 [MSA T2691-2720, OR/10/21/82]

File should be named msa_sc5458_82_150_[full case number]-####

TIMMONS V JOHNS HOPKINS HOSPITAL Box 130 Case No. 89075003 [MSA T2691-2766, OR/10/22/44]

File should be named msa_sc5458_82_150_[full case number]-####

SIMMS VS SEC OF PUB SAFETY Box 276 Case No. 89142059 [MSA T2691-2912, OR/11/2/22]

File should be named msa_sc5458_82_150_[full case number]-####

BERMAN VS BOARD OF APPEALS,ET AL Box 319 Case No. 89164046 [MSA T2691-2955, OR/11/2/65]

File should be named msa_sc5458_82_150_[full case number]-####

TROY VS ALLSTATE INS Box 355 Case No. 89184050 [MSA T2691-2991, OR/11/3/17]

File should be named msa_sc5458_82_150_[full case number]-####

HIRSCHFIELD VS BD OF MUNCI APL Box 367 Case No. 89194041 [MSA T2691-3003, OR/11/3/29]

File should be named msa_sc5458_82_150_[full case number]-####

FAISON VS JEFFERSON Box 385 Case No. 89207040 [MSA T2691-3021, OR/11/3/47]

File should be named msa_sc5458_82_150_[full case number]-####

MITCHELL VS PROVIDENT BANK Box 389 Case No. 89209043 [MSA T2691-3025, OR/11/3/51]

File should be named msa_sc5458_82_150_[full case number]-####

ETHERIDGE VS KNIGHT Box 389 Case No. 89209044 [MSA T2691-3025,
OR/11/3/51]

File should be named msa_sc5458_82_150_[full case number]-####

Accession No.: MSA SC 5458-82-150

Date Entered: 01/25/2010

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System design by Dr. Edward C. Papenfuse and Nancy Bramucci.
Programmed in *Microsoft SQL Server* and *Cold Fusion 7.0* by Nancy Bramucci.
Technical support provided by Wei Yang, Dan Knight, Tony Darden, and Matt Davis.
Version 2.8.1