Moisten Here Moisten Here Moisten Here

Form Approved: O.M.B. No. 2127-0008

U.S. Department of Transportation
National Highway Traffic Safety Administration

Auto Safety Hotline
Vehicle Owner's Questionnaire

NATIONWIDE 1-800-424-9393
DC METRO AREA (202) 366-0123
INTERNET: http://www.nhtsa.dot.gov

Use a No. 2 pencil or a blue or black ink pen only.
CORRECT MARK: ●

FOR AGENCY USE ONLY
Date Received: 2-3-00
Reference No

OWNER INFORMATION (Type or Print)

DAYTIME TELEPHONE NUMBER

[redacted]

SIGNATURE OF OWNER DATE

VEHICLE INFORMATION

VEHICLE IDENT. NO. (VIN) (Located at bottom of windshield on driver's side)	VEHICLE MAKE	VEHICLE MODEL	MANUFACTURE DATE	MODEL YEAR
1B3ES47CXWD557192	Dodge	Neon	11/1997	1998

VEHICLE MANUFACTURER
○ BMW ● Daimler/Chrysler ○ Ford ○ General Motors ○ Honda ○ Hyundai ○ Nissan ○ Saab ○ Subaru ○ Toyota ○ Volvo ○ VW ○ Other

PURCHASE DATE		DEALER'S NAME	CITY	STATE	ZIP CODE
12-28-99	○ New ● Used	Walter Bates Canal And River Car Sales	Newcomerstown	Ohio	43832

ENGINE SIZE CID/CC/L ____ NO. CYLINDERS 4

FUEL SYSTEM ○ Turbo ● Fuel Injection

FUEL TYPE ○ Diesel ● Gas

TRANSMISSION TYPE ○ Manual ● Automatic

ANTILOCK BRAKES ○ Yes ○ No

RESTRAINT SYSTEM ○ Driverside Airbag ○ Passengerside Airbag ○ 3-Point Belt ○ 2-Point Belt ○ Motorbelt

CRUISE CONTROL ● Yes ○ No

DRIVETRAIN ● Front ○ Rear ○ 4-Wheel

VEHICLE TYPE ● Car ○ Van ○ Minivan ○ Sport Utility ○ Truck ○ Motorcycle ○ Other

DOORS ○ 2 Door ● 4 Door

BODY STYLE ○ Hatchback ○ Pick Up Truck ● Sedan ○ Stationwagon

FAILED COMPONENT(S)/PART(S) INFORMATION

COMPONENT
○ Child Seat
○ Electrical Lights & Alarms
○ Engine & Cooling System
○ Equipment
○ Fuel System, Exhaust
○ Heater, Defrost, Ventilation
○ Interior
○ Parking Brake
○ Power Train
○ Service Brakes
○ Steering
○ Structure
○ Suspension
○ Visual Systems
● Other Air bags not replaced after crash

NO. OF FAILURES

To report defective or failed tires provide the following: Tire Brand, Tire Name, Tire Size (include all number and letters).

INCIDENT DATE

TIRE NAME

COMPLETE TIRE SIZE

MILEAGE AT INCIDENT

VEHICLE SPEED AT INCIDENT

TIRE BRAND
○ BF Goodrich ○ Cooper ○ Firestone ○ Goodyear ○ Kelly Springfield ○ Michelin ○ Yokohama ○ Other

FAILED PART(S) ○ Original ○ Replacement

HANDICAPPED ADAPTIVE ○ Yes ○ No

FAILED PART(S) AVAILABLE? ○ Yes ○ No

NHTSA PREVIOUSLY CONTACTED? ○ Yes ● No

APPLICABLE INCIDENT INFORMATION

Please describe in detail the Incident(s), Failure(s), Crash(es), and Injury(ies) on the back of this form.

CRASH ● Yes ○ No

NUMBER OF PERSONS INJURED

FIRE ○ Yes ○ No

NUMBER OF FATALITIES

CAUSE OF INCIDENT
○ Wear/Corroded/Rust ○ Weak/Poor Fit/Loose ○ Cut/Torn ○ Disconnect/Fell Off ○ Erratic/Poor Performance ○ Excessive Effort ○ Noisy ○ Leaks ○ Short ○ Locks/Sticks/Grabs ○ Stability/Vibration ○ Broken

RESULT OF INCIDENT
○ Explosion/Fire ○ Loss of Control ○ Poor Visibility ○ Inadvertent Start ○ Rollover ○ Stalls ○ Sudden Acceleration

PLEASE DO NOT WRITE IN THIS AREA

00077

Narrative description of incident(s), failure(s), crash(es), location(s), and injury(ies). Include additional accidents if applicable.

n December 28, 1999 I purchased the
vehicle already in the condition
ut not told the complete situation
ntil my mechanic;
rding's Auto Repair
0041 County Road Nine
ewcomerstown, Ohio 43832
-740-498-7375 -gave
he vehicle a complete examination
fter I had made my sale.
he dealer only furnished me
th photos of the car as wrecked,
d assured me all was well as
e cars he sold were both expertly
d totally tuned.
ease check the ... -enclosed
Inquiry Statewide ID-CHN
Hilltop Salvage And Sales Inc
30 Day And Extended Warranties
~~Monday through Friday 8A.M.-5P.M.~~
Saturday: 9A.M. - 1P.M.
1 mile West of Roscoe, Ohio
46200 State Route 541 West
Coshocton, Ohio 43812
740-622-4200
-800-252-5865
member, the car was wrecked
fore I bought it.

Continue on additional page if necessary

Describe any additional incidents. (Include date and mileage)

The Privacy Act of 1974—Public Law 93-579 This information is requested pursuant to authority vested in the National Highway Traffic Safety Act and subsequent amendments. You are under no obligation to respond to this questionnaire. Your response may be used to assist the NHTSA in determining whether a manufacturer should take appropriate action to correct a safety defect. If the NHTSA proceeds with administrative enforcement or litigation against a manufacturer, your response, or a statistical summary thereof, may be used in support of the agency's action.

HS Form 350 (Rev. 8/99)

NO POSTAGE NECESSARY IF MAILED IN THE UNITED STATES

BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 73173 WASHINGTON, D.C.

POSTAGE WILL BE PAID BY NATL. HWY. TRAFFIC SAFETY ADMIN.

U.S. Department of Transportation
National Highway Traffic Safety Administration
Office of Defects Investigation, NSA-10.01
400 7th Street, SW
Washington, DC 20590

U.S. Department of Transportation
National Highway Traffic Safety Administration
400 Seventh St., S.W
Washington, D.C. 20590

Official Business
Penalty for Private Use $300

Complete and return or place in your car manual for future use

VEHICLE OWNER'S QUESTIONNAIRE (VOQ)

DOT AUTO SAFETY HOTLINE

TO REPORT VEHICLE SAFETY DEFECTS
COMPLETE THIS FORM
OR

DASH 2 DOT

and dial toll free at

1-888-DASH-2-DOT

1-888-327-4236

DOT Auto Safety Hotline
(DASH) 2 DOT

U.S. Department of Transportation
National Highway Traffic Safety Administration

www.nhtsa.dot.gov/hotline

INQUIRY STATWIDE ID/CHN
vin 1B3ES47CXWD577192 V yr 1998 mk DODG md NSL bd 4D

title	issued	pst	t	s	owner
1600130100	01/05/2000	OH	R	A	LOOMIS*LINN***
7900343723	12/29/1999	OH	R	I	CANAL & RIVER CAR SALES INC****
1600129202	12/14/1999	OH	S	I	HILLTOP SALVAGE AND SALES INC****
7900340859	11/24/1999	OH	S	I	NATIONWIDE INSURANCE CO.****
7701256707	09/10/1999	OH	R	I	YATES*PATRICIA*A**

Enter (V)ehicle, (W)atercraft, (M)otor/engine

1MOTOR 2WATRCRFT 3 4HOTPRINT 5CHAINS 6NEW KEY 7FORWARD 8BACKWAR

(1)

[redacted]

January 9, 2000

Dear Orlan,

Thank you for your thorough examination of my used 1998 Neon from:
Canal And River Car Sales
245 West Canal Street
Newcomerstown, Ohio 43832
1-740-498-7082

Please use the photo copied sheet as your check list. In addition to this, please inform me if the car:
(1) Shows signs of rust anywhere in general or within the under-carriage in particular
(2) Has this car been rust-proofed and, or undercoated?

Please service the following on the car:
(1) Oil, lube job
(2) Brake exam and / or repair
(3) Wheel switching and whatever else you do to service the tires.

The dealer put in writing, with my urging, that I wanted a horn

(2)

installed, as it had none. When the car was returned to me from:
Greg's Towing And Transmissions, Inc.
2228 Street
Route 39 Northwest
Dover, Ohio 44622
1-330-343-8282

The horn was not installed. Was this because the air bags were removed because of the wreck. If the air-bag horn system are part of a package, then the particular used car dealer has some additional repair work to do on this vehicle.

The dealer said that air bag installation was $800.

Harry Humphries puts this figure at $1200 or over.

At least the used car dealer gave me photos of the wreck. Note that the air bags have been deployed.

What frontal damage remains from this wreck in regards to the:

(3)

1. Body?
2. Frame?
3. Mechanical operation?

Since both I and other family members have experienced car wrecks, I really didn't at 1st question this car being wrecked and appreciated the dealer's honesty.
Now I'm wondering, was this "honesty" really a Trojan Horse, spelling car trouble both now and in the future?
I'm also concerned if the cruise control was really installed properly. I once had a 1980 used Buick Skyhawk whose cruise control ran amuck, going faster and faster while resisting any braking action and, all the time, with the motor roaring. I finally had to stop this Buick with difficulty, after putting it in neutral, and stop the ignition.
Please make out a detailed list of this car's weaknesses, and keep the car

(4)

as long as it takes to service the few items I listed and to check out the rest of it carefully.

The used car dealer apparently felt some internal or external pressure, and has at least contacted Harry Humphries about replacing the head gasket mechanism with one, prayerfully, much better and brand new. He seems in kind of a hurry to get this done. I frankly could care less. In the words of one of Nixon's top officials in the Watergate coverup, let the individual "twist slowly in the wind."

I've also heard that bad head gaskets are double jeopardy, letting both the oil and coolant mix besides the assumed oil leak. Is this true?

Finally, while checking the car's oil level which was normal, Keith Gunn of Craigo's Citgo on January 7, 2000, at 4:15 PM,

5

found, as regards the oil filter, it was:

1. Filthy and abused
2. Had no cover

Please put on: 1. new oil filter 2. cover for filter

Keith told me this could seriously lower gas mileage by slashing gasoline efficiency.

craigslist info phone - 1-740-498-6770

It's tragic that this used car dealer told me that:

1. The car had been completely tuned
2. No one would really miss removed air bags anyway
3. Any oil leak repairs were very minor, to be corrected for only 825 which he would pay towards the situation.

Your kind attention to this copious problem is deeply appreciated by:

Lynn Loomis, who assumed that all was well and good within a

Dear Orlan,
Also please check to see the water tightness of the:

(a) Roof window
(b) Doors
(c) Trunk lid
(d) Frnt, back windows

6

used car of less than 18,000 miles,

I might add that, in the case of the car wrecks our family experienced, we, through our insurance company, had the vehicles repaired up to their total value at the time of the wreck.

We didn't:

(1) Scimp on repairs
(2) Expect others to beg the question on this matter,

The phone number for:
Canal and River Car Sales 1-740-498-4608
245 West Canal Street
Newcomerstown, Ohio 43832
in addition:

Hardings Auto Repair
60041 CR 9
Newcomerstown OH 43832
740-498-4375

all lights work - headlight, turn signal, emergency flasher
head lights are out of adjustment and cannot be adjusted due to loose front end.
air conditioner heater works
inner and outter tie rod ends and ball joints ok
rear cam shaft plug leaking oil
exhaust OK - no leaks, normal surface rust
no rust proofing - partially under coated
brakes squeel - pads look good - could be due to sitting and rust on rotors - might be ok with driving or could take brake job to correct
steers fine - doesn't pull - should have front end alignment checked to make sure it doesn't dog track and tires wear evenly.

right front tire wore because of alignment
left front tire - broken belt
right rear tire has plug
left rear tire OK.

both front doors leak water around seal
drivers side door doesn't ~~[illegible]~~ properly
trunk seal leaks
front windshield, rear window, sun roof do not leak

core support, bent and cut
radiator bent in middle, weakened
no air bags or sensors, air bag light stays on.
horn is hard to locate and hard to push, problem in steering column.
wires cut and not properly spliced in engine compartment and in front of transmission

transmission hit hard on rear side, shifts fine, didn't brake, left marks in aluminum case.
transmission was low on fluid, shows signs of leak around hose to radiator cooler, could be loose clamp or hairline crack in radiator - very hard to get at spot, would take more time to check but can see transmission fluid there
plastic support around battery bent and broke does not fit properly
inner structure of front end not secure. bolts are missing
complete front plastic assembly around front end has bolts missing, misaligned and torn plastic.
front transmission mount shifted and bent, does not fit properly
both front plastic splash shields are missing
no more rust under car than normal
rubbing compound not removed, its around all seams

Arlan Harding
owner

In my opinion, with no front support mounts this car is unsafe

ANAL & RIVER CAR SALES
45 W CANAL ST.
EWCOMERSTOWN, OHIO 43832

1-7-00

Mr. [redacted]

I called Humphries in New Phila inquiring about head gasket leakage in a 1998 Neon.

The service mgr. told me this was a problem with all 95, 96, 97, 98 and 99 Neons.

I had him check if there was any restictions for doing this work under warranty. He said there were none and the work could be preformed at no cost.

If I can be of any further service please feel free to contact me.

[redacted]

CANAL & RIVER CAR SALES
245 W CANAL ST.
NEWCOMERSTOWN, OHIO 43832

Automobile Detailing

Also See Car Washing & Polishing

Brite Detail
735 Denman Av 740-622-4880
Covic Connection
515 S Lawn Av 740-622-6837
Detail Shop & High Performance Center The
483 North Orchard Rd NE 874-3346
Details Unlimited 231 4th St NW 308-5195
Jay's Dream Detail
139 S 3 St 740-622-1600
MJ's Car Care 4342 Erie Av SW 879-2741
Precision Detail 722 Rogersville Rd NW 852-9931
Roth's Quality Detailing 124 S 2nd St 740-622-7790
Tidy Car Associate Dealer 8575 N Sugar 359-5821

Automobile Electric Service

Deems Auto Elec 308 Center St 740-922-1326

Automobile Glass

See Glass - Automobile, Plate, Window, Etc

Automobile Lubricating & Oil Service

See Oils - Lubricating

Automobile Machine Shop Service

Baker Auto Parts & Mach Shop
222 S River St 740-498-5108
Brewster Machine Co 104 7th SE 767-3491
Coshocton Automotive Inc
123 S 2 St 740-622-6123
Malcuit Machine & Parts 707 S Wooster Av 878-5545
Malcuit Racing
4349 Dundee Strasburg Rd NW 878-7102
Malcuit Racing Engines 707 S Wooster Av 878-7111
Ray's Auto Mach 134 Main St 740-622-9752
Reliable Auto Parts Co 813 Boulevard 343-7751

Automobile Parts & Supplies - New

Advance Auto Parts 329 S 2 St 740-622-6008
1150 W High Av 339-1352
312 Union Av 343-7616
209 S Wooster Av 364-7517
1720 Commerce Dr 740-922-0116
All Quality Import Auto Parts Inc 524 River 602-6761
Auto Store 105 N Jay St 740-922-4426
Autozone 340 S 2 St 740-622-0373
Berlin Auto Parts 4977 St Rt 39 893-3151
Big A Auto Parts 813 Boulevard 343-7751

Community Auto Parts 10855 St Rt 212 NE 874-4343
Corner Auto Parts 103 W Main 740-624-3638
Coshocton Automotive Inc
151 W Main St 740-498-4141
Dundee Automotive Inc 8448 Camp Rd 874-2606
F & B Auto Parts
539 W High Ave New Philadelphia 330-339-6386
Harrison Auto Parts 232 Dover Rd NW 852-4
J & G Auto Parts 5755 Erie 879-2
225 S Wabash 767-3
Loudon Auto Parts 123 W Main 419-994-4
MARSTRELL AUTO PARTS
592 E Canal St
Newcomerstown 740-498-6
Parts Place The 626 W Main 419-994-4
Quality Farm & Fleet 240 Bluebell Dr NW 339-
499 Downtowner Plaza 740-622-8
Service Auto New Philadelphia Inc
1122 Bowers Av NW 343-4
SPEEDY AUTO PARTS
115 W Front Dover 330-364-75
(See Our Ad This Classification)
Square Deal Auto Parts Inc
121 N Water St 740-922-4
Swails Garage 416 E 4th St Rear 740-545-6
T R Battery 2629 Red Hill Rd NW 364-3
Twin City Automotive 127 N Wooster Av 878-5
111 N Dawson 740-922-4

Watts True Value Hardware
220 W Main St 740-498-6
West Lafayette Automotive
103 W Railroad St 740-545-9
White's Auto Supply 112 Fair Av NE 343-8

Automobile Parts & Supplies - Used & Rebuilt

All Quality Import Auto Parts Inc
524 River St 602-
Big A Auto Parts 134 Main St 740-622-
Bob's Auto Salvage St Rt 212 874-
Dundee Automotive Inc 8448 Camp Rd 767-
8448 Camp Rd NW 852-
EVERHARTS' AUTO INC
11930 Blue Ridge Rd
Newcomerstown 740-498-8
(See Our Ad This Classification)
FOREIGN HILLS IMPORT AUTO SALVAGE & SALES
4163 Siebert Hill Rd SW
New Philadelphia 330-339-
(See Our Ad This Classification)

DURBEN TIRE SERVICE
Computer Alignment - Auto & Tractor Tires
330 Ray Street P.O. Box 103
NEWCOMERSTOWN, OHIO 43832
Phone 498-8182

[redacted]

CASH	C.O.D.				
2	185/65 R14			52.00	104.00
1	4 wheel alig			44.95	39.95
					143.95
	VISA				8.64
					152.59
	Paid				
				TAX	
SOLD BY	RECEIVED BY			TOTAL	

All claims and returned goods MUST be accompanied by this bill.

2208 To Reorder Call 1-800-225-6380 *Thank You*

BANK ONE.
Whatever it takes.

+8546 —
To Bal

~~Monthly~~ 231a22 taken out
$9469 →

To Mr. Bates
of Canal and
River Motors
Bring title to
Donna Albert
~~West Lafayette~~
Bank One
256

CATALOG NO. 06520

Printed on recycled paper with 10% post-consumer content and is recyclable.

RECEIVED FROM
Ninety four hundred Sixty Nine 00/xx DOLLARS
FOR RENT
FOR 98 Neon
FROM 7313 TO

[redacted]

15

$\frac{25-3}{440}$ 884

770231878

7313

DATE December 28, 1999

PAY TO THE ORDER OF

$ 9469 $\frac{00}{100}$

Ninety-four hundred and sixty-nine and $\frac{00}{100}$ DOLLARS

BANK ONE.

Bank One, NA
Columbus, OH 43271

[redacted]

The car dealer in question was most prompt in cashing the check shown above. He should have 3 alternatives:

1. To pay, in toto, any and all compensation for any and all defects found on this vehicle, be they mechanical or structural
2. Pay back to the agrieved party:
   Linn Loomis
   5982 County Road 9
   Newcomerstown, Ohio 43832
   1-740-498-7082
   The full value of the check value shown above
3. Face court and ligitation action if neither of the above requirements are met.

[redacted]

DEPOSIT ONLY
CANAL & RIVER
04121503 2

Yours in extreme grief,
[illegible]

[redacted]

Most Honorable:

Enclosed is vital Vehicle ID Number Tracing information as regards the 1998 Dodge Neon purchased From:

Canal And River Auto Sales
NewcomersTown, Ohio 43832
1-740-498-4608

and concerning:
Hilltop Salvage And Sales, Inc.
30 Day And Extended Warranties
Monday - Friday = 8 A.M. - 5 P.M.
Saturday = 9 A.M. - 1 P.M.
1 Mile West Of Roscoe Village
46200 State Route 541 West
Coshocton, Ohio 43812
1-740-622-4200
1-800-252-5865

[redacted]

BUYERS GUIDE

IMPORTANT: Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

[redacted] XWD57192

VEHICLE MAKE [redacted]

DEALER STOCK NU[redacted]

WARRANTIE[redacted]

☐ AS IS-NO WARRANTY

YOU WILL PAY ALL COSTS FOR ANY REPAIRS. The dealer assumes no responsibility for any repairs regardless of any oral statements about the vehicle.

☒ WARRANTY

☐ FULL ☒ LIMITED WARRANTY. The dealer will pay 50 % of the labor and 50 % of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty document for a full explanation of warranty coverage, exclusions, and the dealer's repair obligations. Under state law, "implied warranties" may give you even more rights.

SYSTEMS COVERED:	DURATION:
Lubricated Parts	1st to occur
	3,000 miles
Engine & Transmission	90 days

☐ **SERVICE CONTRACT.** A service contract is available at an extra charge on this vehicle. Ask for details as to coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of the time of sale, state law "implied warranties" may give you additional [redacted]

PREPURCHASE INSPECTION: ASK THE DEALER IF YOU MAY [redacted]**ECTED BY YOUR MECHANIC EITHER ON OR OFF THE LOT.**

SEE THE BACK OF THIS FORM for important additional information, including a list of some major defects that may occur in used motor vehicles.

[illegible]

Below is a list of some major defects that may occur in used motor vehicles.

Frame & Body
- Frame—cracks, corrective welds, or rusted through
- Dogtracks—bent or twisted frame

Engine
- Oil leakage, excluding normal seepage
- Cracked block or head
- Belts missing or inoperable
- Knocks or misses related to camshaft lifters and push rods
- Abnormal exhaust discharge

Transmission & Drive Shaft
- Improper fluid level or leakage, excluding normal seepage
- Cracked or damaged case which is visible
- Abnormal noise or vibration caused by faulty transmission or drive shaft
- Improper shifting in any gear
- Manual clutch slips or chatters

Differential
- Improper fluid level or leakage excluding normal seepage
- Cracked or damaged housing which is visible
- Abnormal noise or vibration caused by faulty differential

Cooling System
- Leakage including radiator
- Improperly functioning water pump

Electrical System
- Battery leakage
- Improperly functioning alternator, generator, battery, or starter

Fuel System
- Visible leakage

Inoperable Accessories
- Gauges or warning devices
- Air conditioner
- Heater & Defroster

Brake System
- Failure warning light broken
- Pedal not firm under pressure (DOT specs.)
- Not enough pedal reserve (DOT specs.)
- Does not stop vehicle in straight line (DOT specs.)
- Hoses damaged
- Drum or rotor too thin (Mfgr. Specs)
- Lining or pad thickness less than 1/32 inch
- Power unit not operating or leaking
- Structural or mechanical parts damaged

Steering System
- Too much free play at steering wheel (DOT specs.)
- Free play in linkage more than 1/4 inch
- Steering gear binds or jams
- Front wheels aligned improperly (DOT specs.)
- Power unit belts cracked or slipping
- Power unit fluid level improper

Suspension System
- Ball joint seals damaged
- Structural parts bent or damaged
- Stabilizer bar disconnected
- Spring broken
- Shock absorber mounting loose
- Rubber bushings damaged or missing
- Radius rod damaged or missing
- Shock absorber leaking or functioning improperly

Tires
- Tread depth less than 2/32 inch
- Sizes mismatched
- Visible damage

Wheels
- Visible cracks, damage or repairs
- Mounting bolts loose or missing

Exhaust System
- Leakage

DEALER

ADDRESS

SEE FOR COMPLAINTS

Receipt of copy Acknowledge[redacted]

IMPORTANT: The info[redacted] part of any contract to buy this vehicle. Removal of this label before consumer purchase (except for purpose of test-driving) is a violation of federal law (16 C.F.R. 455).

AUTO CUSTOMER NOTICE

NATIONWIDE INSURANCE
Nationwide is on your side

ROBERT PELL AGENCY
117 NORTH BRIDGE ST
NEWCOMERSTOWN, OH 43832

[redacted]	Date Prepared JAN 03, 2000
CPP# 032170	

[redacted]

*00 3492A.278711 00690 1 *

Note:
The enclosed Declarations confirms changes made to your auto insurance coverage. Please verify change(s).

The additional premium of $ 58.70 has been billed to your Client Pay Plan.

For Questions About Your Insurance, Call Your Nationwide Agent: R. PELL
0025900
740-498-7994

NATIONWIDE 24-HOUR CLAIMS NUMBER 1-800-421-3535

At Nationwide, customer service is a top priority. Whether you are a long time customer or new, we want you to know the high value we place on your business. We consider it a privilege to serve you.

Thank you for relying on Nationwide.

NATIONWIDE MUTUAL INSURANCE COMPANY

V-0550

NATIONWIDE INSURANCE
Nationwide is on your side

OHIO INSURANCE IDENTIFICATION CARD

Please detach your identification card on the dotted line.

If you lose your card or have any questions about its use, contact your Nationwide agent.

ID CARD ID CARD ID CARD

OHIO
INSURANCE IDENTIFICATION CARD

Company Number	
23787	NATIONWIDE MUTUAL INSURANCE COMPANY PO BOX 8379

[redacted]

Year	Make/Model	Vehicle Identification Number
1998	DODG NEON HIG	1B3ES47CXWD577192

For questions about your insurance, call your Nationwide agent, R. PELL 740-498-7994
To report a claim, from anywhere in the country, just call TOLL FREE 1-800-421-3535

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IMPORTANT NOTICE ...

Ohio law requires insurance companies to provide each Policyholder with an Identification (ID) Card for each insured vehicle. The card shows that a Liability Insurance Policy has been issued which satisfies the financial responsibility requirements of the law.

You are required to maintain financial responsibility on each vehicle. It is against Ohio law to use the ID card fraudulently - for example, as proof of financial responsibility after the policy is terminated.

Your ID card must be shown to any peace officer, judge or hearing officer if requested. In the event of an accident your ID card may be used to exchange information with other drivers

NATIONWIDE INSURANCE
Nationwide is on your side

CENTURY II AUTO POLICY DECLARATIONS

These Declarations are a part of the policy named above and identified by policy number below. They supersede any Declarations issued earlier. Your policy provides the coverages and limits shown in the schedule of coverages. They apply to each insured vehicle as indicated. Your policy complies with the motorists' financial responsibility laws of your state only for vehicles for which Property Damage and Bodily Injury Liability coverages are provided.

[redacted]

JAN 03, 2000

[redacted]

Policy Period From:
DEC 29, 1999 to FEB 21, 2000 but only if the required premium for this period has been paid, and for six month renewal periods if renewal premiums are paid as required. Each period begins and ends at 12:01 A.M. standard time at the address of the policyholder.

IMPORTANT MESSAGES:
THE FOLLOWING CHANGE(S) HAVE BEEN MADE TO YOUR POLICY:

EFFECTIVE DEC 29, 1999

ADDED 1998 DODG NEON HIG

1998 CHRY INTREPID
-CHANGED VEHICLE USE INFORMATION
-REMOVED LOSS OF USE

1998 CHRY CONCORDE
-REMOVED LOSS OF USE

FOR DETAILS ON VEHICLE CHANGES, REFER TO THE VEHICLE CLASSIFICATION AREA

SEE ENCLOSED NOTICE FOR PREMIUM DETAIL

INSURED VEHICLE(S) & SCHEDULE OF COVERAGES

1. **1998 CHRY INTREPID** ID #2C3HH46R7WH247646

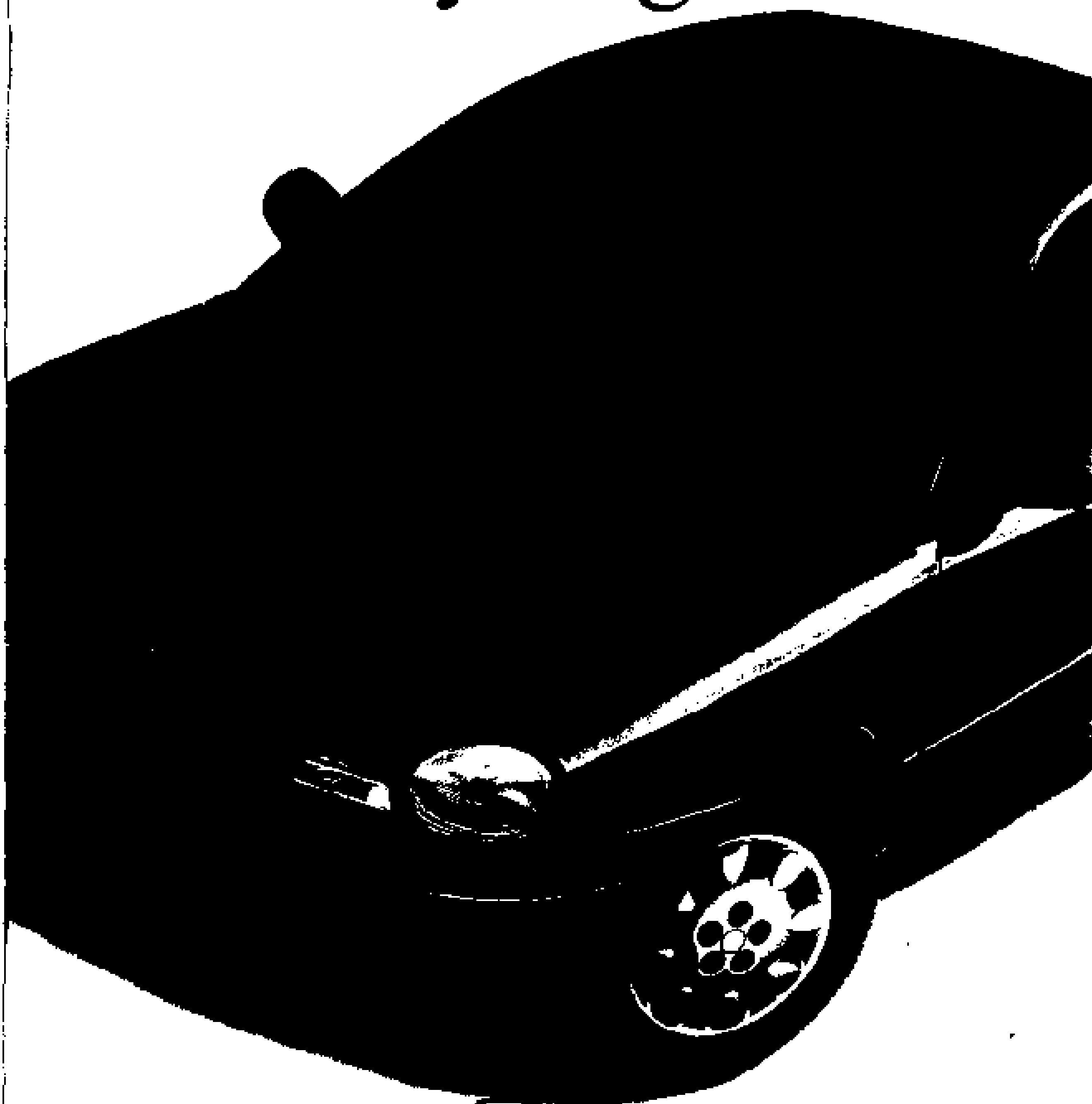
Coverages	Limits Of Liability	Six Month Premium
COMPREHENSIVE	ACTUAL CASH VALUE	$ 40.10
COLLISION	ACTUAL CASH VALUE LESS $ 100	$ 96.60
PROPERTY DAMAGE LIABILITY	$ 50,000 EACH OCCURRENCE	$ 30.50
BODILY INJURY LIABILITY	$ 100,000 EACH PERSON	
	$ 300,000 EACH OCCURRENCE	$ 38.20
FAMILY COMPENSATION	SEE POLICY	$ 5.30
TOWING AND LABOR	$ 50 EACH DISABLEMENT	$ 2.00
	TOTAL	$ 212.70

VEHICLE ENDORSEMENTS 1816

LEASEHOLDER - HUNTINGTON NATL BANK

LIENHOLDER-HUNTINGTON NATL BANK LIEN EXPIRES ON DEC 30, 2003

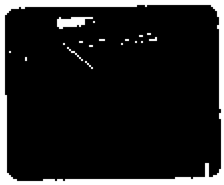
We're making everything fun.



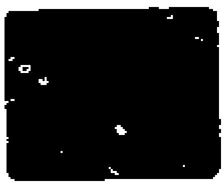
1998 Neon The New Dodge

Achieve escape velocity.

You can get there very quickly with Neon's standard 132-horsepower, 2.0-liter SOHC engine the most powerful standard engine in its class. Then there's the precise handling that results from power rack-and-pinion steering, fully independent suspension, stiff body, wide stance, and aerodynamic cab-forward design. Its 0.33 coefficient of drag is comparable to some of the world's great sports cars.



Optional 2.0-liter DOHC 16-valve 150-peak horsepower engine offers maximum performance, smooth response, and impressive fuel efficiency.*



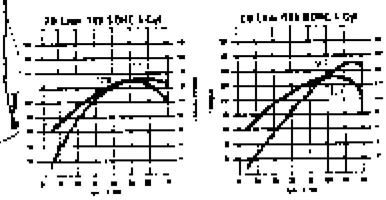
Standard 2.0-liter SOHC 16-valve 132-horsepower engine racks up over one million race track miles per year performing at the Skip Barber Racing School and in the Formula Dodge Racing Series.

For drivers who want just a little more g-force, the Dodge Neon Sport features a 150*-horsepower, 2.0-liter 16-valve dual overhead cam engine teamed with a smooth-shifting, five-speed performance manual transaxle. The result: 0-60 mph in 7.6 seconds.[†]

The Sport coupe and sedan also include a power bulge hood, rear spoiler, fog lamps, Sport graphics, 8,000-rpm tachometer, Sport fascias, interior assist handles, premium cloth seats and Sport bolt-on wheel covers.

The ultimate in excitement is provided by the new Neon R/T (derived from the Neon SCCA racers), which includes everything in the Sport coupe and sedan, plus a performance suspension, leather steering wheel and shifter knob, sport seats and unique fabric, unlimited speed engine controller, 4-wheel disc brakes, 16:1 quick ratio steering gear, performance BR tires, air conditioning, and body-color door handles. Color schemes include a choice of four colors, with contrasting dual racing stripes front-to-back and distinctive R/T graphics.

Hey, where'd you go?



*Achieved using premium unleaded fuel. However, premium fuel is not required.

[†] Car and Driver — January 1995

DODGE Skip Barber

The Dodge/Skip Barber Driving School has chosen Dodge as its exclusive supplier of vehicles. Dodge is also the official engine supplier for all Skip Barber racing operations. For information, call 1-800-221-1131, E-mail speedo.skipbarber.com, or visit the Web site at www.skipbarber.com

Dodge Neon ACRs are formidable competitors in SCCA racing. In 1996, Neon achieved a total of 371 top-three finishes in 219 races, including 122 victories.

[redacted] AS FOLLOWS:

YEAR	MAKE	MODEL	BODY	LIC. H.P.
98	Dodge	Neon	4dr	

ODOMETER	SERIAL NO. / MOTOR NO.	COLOR	STOCK NO.
175965	1B3ES47CXWA577192	Blue	

	$			$	
CAR SALES PRICE	8860	—	TOTAL PURCHASE PRICE	9469	—
DELIVERY & HANDLING			DEPOSIT		
TAX	534	—	USED CAR ALLOWANCE $		
FILING			LESS LIEN $		
LIC. PLATES	35		HELD BY		
SALVAGE title			EQUITY		
NO AIR BAGS			CASH ON DELIVERY		
PICTURES GIVEN			TOTAL PAYMENT	$	
CRUISE CONTROL					
To be INSTALLED					
PW door coverTabe					
Replaced					
TOTAL PURCHASE PRICE	$ 9469	—			

The information you see in the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions to the contract of sale.

TRADE IN RECORD Contract to be paid in ______ payments of $ ______ each, 1st payment due ______

YEAR	MAKE	MODEL	BODY	COLOR	LIC. H.P.

ODOMETER	SERIAL NO. / MOTOR NO.	TITLE NO.	STOCK NO.

☐ **SOLD AS IS.** I hereby make this purchase knowingly without any guarantee, expressed or implied, by this dealer or his agent.

Customer's Signature ______________________

☐ **SOLD WITH WARRANTY.** We the dealer warranty this vehicle for ______ after delivery on a ______ retail basis of parts and labor used. (Owner pays ______ and dealer pays ______ of total retail cost of parts and labor used.) All repairs must be made in our service shop or shops authorized by dealer. We do not warranty tires, battery, glass, heater or radio.

Sept. 22, 2007

Dealer's Signature ______________________

I have read the face and back of this order, and I approve all figures, terms and conditions in this purchase contract. I am 18 years of age or older and ACKNOWLEDGE RECEIPT OF A COMPLETE COPY OF THIS ORDER ON THE DATE SHOWN ABOVE. The figures in this order are predicated upon actual cost of insurance and the correct amount of the lien due to the traded-in motor vehicle. All transactions are subject to finance company or bank approval. Regardless of the mileage appearing on the speedometer the seller makes no warranty or representation as to the extent of the motor vehicle has been used or driven.

I agree to accept delivery ______________________ S.S. NO. 270-42-3013

Buyer's Signature ______________________ Phone ______________________

Address ______________________

THIS ORDER IS NOT VALID UNLESS SIGNED [redacted]

Salesman ______________________ Accepted [redacted]

FORM 69-6

(1)

[redacted]

January 11, 2000

Most Honorable:
U.S. Department Of Transportation
National Highway Traffic Safety Administration
400 Seventh Street, Southwest
Washington,
District Of Columbia 20590

Shortly before Christmas 1999 I became keenly aware of the need of a third family vehicle. I already had 2 family vehicles, a:

(1) 1998 Chrysler Concorde
(2) 1998 Dodge Intrepid

Both leased from:
Harry Humphries Auto City Inc.
311 Commercial Parkway
Dover, Ohio 44622
1-330-343-6681 = Phone
1-330-364-4026 = Fax

The reason I needed a 3rd vehicle was because I had been given a job opportunity that required driving as follows:

2

1. 65 miles a day round trip
2. 390 miles a week
3. Over 1700 miles a month
4. Over 20,000 miles a year

On any 1 car, that is a stress, but on a leased car, that is double jeopardy as I could easily double my 12,000 allowable miles a year.

I drove the Dodge Intrepid to the extensive driving situation. My wife drives the 1998 Chrysler Concorde to her job only 7 miles away, 14 miles a day round trip for her.

An additional small economy car would, therefore, present the ideal solution to me. I could either drive it to my distant job all the time or, at least, split the distance with the Intrepid.

With this in mind, during the month of December 1999, I went looking for the "ideal" used car. I thought I found it in a 1998 Dodge Neon with under 18,000 odometer miles. This was found at:

(3)

Canal And River Auto Sales
Corner, Canal And River Streets
Newcomerstown, Ohio 43832
Phone 1-740-498-4608

The dealer "appeared" honest enough, freely showed photos of the 1998 Neon's wrecked condition & photos copied = enclosed. Enclosed are my car wreck experiences, photo copy enclosed. Unlike the dealer in question, I had my car rehabilitated within the full value of the car at the time of the wreck. This was a 1983 Pontiac J-2000, wrecked in Columbus, March 1, 1990.

To my grief, I've just learned that some people don't see car rehabilitation that way. They just redo the minimum, cosmetic appearances stressed over all. "Minor" things such as including air bags and a car horn are conveniently over looked.

During the last week of December 1999 I blissfully acquired the 1998 Dodge Neon, sadly unaware of the "chamber of horrors that would expose themselves soon enough even though I had test driven the car before acquiring it.

When I test drove the car, I at once noticed the stalk fragments where cruise control mechanisms had once been. I also noticed the electronic window control on the driver's side was loose. Sadly, I never thought to try the "horn". If I had, it would have been in vain. Shortly thereafter, when I did "try" the horn, I promptly called the used car dealer. "Yes," came the verbal and written reply, it would be attended to - see transaction form from:

Greg's Towing And Transmissions, Inc.
2228 Street, Route 39 Northwest
Dover, Ohio 44622
Phone 1-330--343-8282

Note the date - 1-4-99, that should be January 4, 2000. Was the initial date on the service statement an honest mistake, or what? At any rate, the car still has no horn. Is this related to a lack of air bags? If so, the car dealer had better make a major car improvement for me = $800 by his guess - over $1200 estimate from the Service Department, Harry Humphries Auto City, = out of his pocket!

While the 1998 Neon was up at Greg's Towing And Transmissions, Inc., I noticed a grim discovery - a large oil blob on my patio floor where the car had been parked, the blob was extremely fresh.

I had already contacted the following to go over the 1998 Neon on January 10, 2000:

Orlan Harding, Jr.
County Road Nine
Newcomerstown, Ohio 43832.
Phone 1-740-498-7375

Mr. Harding is truly a master mechanic. His reputation both comes before him and follows him. He is superb in his work. He is an honest man freely giving of himself. When I told him matter-of-factly about the oil leak from the

(6)

1998 Dodge Neon, that's when he dropped the bomb of bad news!

1) Head gaskets on 2.0 liter engines were notorious for leaking oil, both soon and in large amounts - From Chrysler-made cars
2) Total repairs would "probably" run $325, and could be repeated in 6 months.

The Canal And River Street Dealer had casually mentioned that the 1998 Neon had a 2.5 liter engine. I called other car service dealers as follows:

1) Craigo's Citgo
300 East Canal Street
Newcomerstown, Ohio 43832
Phone - 1-740-498-6770

2) Citgo Service — Formerly BP
Main Street
West Lafayette, Ohio
Could not find the phone number after I looked for it a 2nd time.

7

(3) Finitzer Chrysler Plymouth Dodge
1921 Otsego Avenue
Coshocton, Ohio 43812
Phone 1-740-622-3436

(4) Humphries Auto City, Inc.
311 Commercial Parkway
Dover, Ohio 44622
Phone = 1-330-343-6681
Fax = 1-330-364-4026

All 4 firms assured me that the 2.0 liter head gaskets from Chrysler could be replaced with some much longer-lasting than only 6 months.

On January 5, 2000 the Canal And River Car Dealer informed me that my "serviced" car was "ready" to be picked up.

It soon became apparent that an additional host of ugly problems were to show up!

(1) The previous nice paint job of Blue Metallic Looked like it had either been scratched from wires, Keys,

or brush.

(2) There were ugly dirt and scuff marks all over the inside front door panels and the dash board, no where near where the cruise control or window lift mechanism were located

(3) The car rode much more roughly.

(4) An astonishing number of extra miles appeared on the odometer and the gas gauge was way down. In spite of a few miles of local driving I had done, the number of extra miles on the car shot up to 74 miles. A round trip to and from the Dover-New Philadelphia area should have been only about 50 miles. Either someone had:

(a) "Hot-rodded" the car

(b) Put on a lot of road miles to "test drive" the cruise-control mechanism

In summary, it took 3.5 gallons

of gasoline to fill up the tanks of a car just driven 74 additional miles. This comes out to an appallingly low gas mileage of 21.2 mpg, on a car that is only;

1. 171 inches long
2. 68 inches wide
3. Between 2000 - 25000 pounds in weight.

My massive Chrysler Concorde and Dodge Intrepid average 28-35 mpg.

Even an old Cadillac Eldorado I once owned had better MPG than does that 1998 Dodge Neon.

On January 7, 2000 I discovered what a part of the problem might be. Keith Gunn of Newcomerstown's Craig's Citgo was checking my oil level. Surprised, he at once pointed out that;

1 The air filter was totally filthy
2 " " " had no cover
Did the car wreck cause this?

He said this could seriously cut into my gas mileage. Proper service replacement on an oil filter and its cover, he said, would cost $9~$10!

It must be realized that the used car dealer assured me that the 1998 Dodge Neon was both thoroughly and totally tuned, and:

1 any tuning or car examination would be totally unnecessary
2 He would not help me pay for a penny of any and all mechanical check-ups I might elect to have from any other car service choice.

When I informed this dealer that I had discovered severe oil leakage, he asked:

1 Why I hadn't mentioned this before = I wasn't aware of it

(11)

before!!!
(2) ~~He'd~~ be glad to pay $25 towards the problem, since surely it was a minor leak

When I informed him that he was:
(1) Going to pay the $325 for a thorough replacement of the leaky head gasket, he:

(a) Refused, saying he wasn't about to get into stuff like that.
(b) Chided me for leaving in a huff.

At any rate, someone or something apparently got to him. On January 8, 2000 I got this written communication from him, stating that:

(1) Yes he had talked to Harry Humphries Auto City and would pay for a head gasket replacement

(2) Frankly, he was hoping it would really not have to be completely redone.

communication enclosed

In conclusion, the old bromide – "Hell hath no fury" refers to much more than a woman scorned. I'm becoming more furious by the 2nd. The saying "buyer beware" is good, however, the saying "the customer is always right" is superb.

Enclosed you will find the following copies:

(1) Group A = Brochure about the 1998 Dodge Neon, including the 2.0 liter engine.

(2) Material provided by the used car dealer: Group B

(3) Photo-copies the dealer at least provided of the 1998 Neon as

unpacked, Does this get the dealer "off the hook" partially or in total as regards any and all fiscal and legal recourse against him? Also Group C Information shows I am totally insurance committed, from Day 1 of having gotten this car

For more insurance information contact:
Robert Pell, Nationwide Insurance
117 North Bridge Street
Newcomerstown, Ohio 43832
Phone 1-740-498-7994

(4) Group D Any and all fiscal information associated with Bank One in acquiring what I thought was to be "wonderful car"!!!!!??????

(5) Group E Photo-copies of any and all findings from:

(14)

Master mechanic Orlan Harding
County Road 9
Newcomerstown, Ohio 43832
Phone 1-740-498-7375
other material groupings are included

To the full measure I can muster, the Central And River Street Dealer will pay, fiscally and legally, dearly for the hell and embarrassment he has put me through. In the words of Americans in the late 1790's against France "millions for defense and not one cent for tribute."

He had better plan, and quickly, to compensate me at the very least, in compliance with the "lemon law", for the short coming of this car by paying for much more repairs than a mere head gasket.

To prove I'm reasonable in this case, I am, and have arranged for Orlan Harding for the car's,

15

1. Oil Change and lube job
2. Tire service - balancing, switching, examination
3. Brake service and/or brake replacement.

For this, and for so many other reasons, the used car dealer had better cease his intransigence - now

Failing all this, I have some final questions:

1. What happens if the complexities of the 1998 Neon situation drag on longer than 90 days after the date of the car purchase? Does the warranty become null and void?
2. Can this vehicle, under extreme circumstance, be legally returned to the used car dealer for a full refund, which would include:

(16)

(a) Base cost of $8900? and no depreciation!
(b) Tax?
(c) Title?

I will not respond to any or all of the unpleasant verbal or written communication this car dealer may address me with after January 11, 2000. Any verbal communication will be tape recorded with his advance knowledge. Any hostile written letters will be photo-copied. All will be given to you as evidence against this person.

[redacted]

1-11-00

[redacted]

BANK ONE

BANK ONE, NA
P.O. BOX 32490
LOUISVILLE, KY 40232
800-542-2218

Donna Albert
Banking Officer
Relationship Banker

BANK ONE

Bank One, NA
West Lafayette Office
102 South Oak Street
West Lafayette OH 43845
Tel 740 545 6770
Tel 800 282 9494
Fax 740 545 7011

12/30/99

[redacted]

Dear BANK ONE Loan Customer:

As you requested, BANK ONE will withdraw the amount of your instalment loan payment from the Checking account you specified. The amount of your payment is $236.22. Your first automatic payment is scheduled for 02/03/00 and will continue each due date.

Please take the time to verify the following information. If there are any problems please call BANK ONE, NA at the number listed on the top of this notice.

CURRENT LOAN INFORMATION

INSTALMENT LOAN NUMBER	001-000-24-0031-004235	
CURRENT INTEREST RATE :	9.990%	(APR 10.260%)
YOUR INTEREST RATE IS :	FIXED	
CURRENT LOAN BALANCE :	$ 9,301.98	
SCHEDULED(a) NUMBER OF PAYMENTS REMAINING :	048	
LAST SCHEDULED PAYMENT DATE:	01/03/04	

(a) The scheduled number of payments is based on a fixed interest rate and all previous payments made on the due date. If your interest rate is variable or any previous payments were made on a day other than the due date, the actual number of payments may be more or less than the number scheduled.

AUTOMATIC PAYMENT INFORMATION

DEPOSIT ACCOUNT NUMBER:	770231976
YOUR BANK S ROUTING TRANSIT #:	044000037
ACCOUNT TYPE:	CHECKING
PAYMENT AMOUNT:	$ 236.22
FIRST AUTOMATIC PAYMENT DATE:	02/03/00

BANK ONE.

CONSUMER SECURITY AGREEMENT

[redacted]

Borrower: [redacted]	**Lender:** Bank One, NA West Lafayette Banking Center - Coshocton 102 South Oak Street West Lafayette, OH 43845

THIS CONSUMER SECURITY AGREEMENT is entered into by LINN W LOOMIS (referred to below as "I") for the benefit of Bank One, NA (referred to below as "Lender").

GRANT OF SECURITY INTEREST. To secure the Indebtedness described below (including all obligations under the Note and this Agreement), I grant to Lender a security interest in all of the Property described below. I understand that the following statements set forth my responsibilities, as well as Lender's rights, concerning the Property. I agree as follows:

DEFINITIONS. When the following words are used in this Agreement, I understand they will have the following meanings:

Agreement. The word "Agreement" means this Consumer Security Agreement, as this Consumer Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Consumer Security Agreement from time to time.

I. The word "I" means each person who signs this Agreement, including LINN W LOOMIS.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note described below, including all principal and interest, together with all other amounts and costs and expenses for which I am responsible under this Agreement or under any other agreement with Lender pertaining to the loan.

Lender. The word "Lender" means Bank One, NA, its successors and assigns. The words "successors or assigns" mean any person or company which acquires all or any part of Lender's interest in the Note.

Note. The word "Note" means the promissory note or credit agreement executed by me and payable to Lender in the principal amount of $9,301.98 dated December 28, 1999, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or credit agreement.

Property. The word "Property" means the following described property in which I am giving Lender a security interest for the payment of the Indebtedness and performance of all other obligations under the Note and this Agreement:

1998 DODGE NEON-4 CYL. VIN# 1B3ES47CXWD577192

The word "Property" also includes all accessions, attachments, accessories, replacements and additions to the property described above (such as tires or batteries attached to a car, a motor attached to a boat, or appliances and fixtures attached to a mobile home), whether added now or later, together with all proceeds (including insurance proceeds and refunds of insurance premiums) if any, and sums due from a third party who has damaged or destroyed the Property or from their insurer, whether due to judgment, settlement or other process. Despite any other provision of this Agreement, Lender is not granted, and will not have, a nonpurchase money security interest in household goods, to the extent such a security interest would be prohibited by applicable law. In addition, if because of the type of any Property, Lender is required to give a notice of the right to cancel under Truth in Lending for the Indebtedness, then Lender will not have a security interest in such Property unless and until such a notice is given.

RIGHT OF SETOFF. Unless a lien would be prohibited by law or would render a nontaxable account taxable, I grant to Lender a security interest in, and hereby assign, convey, deliver, pledge and transfer to Lender, all my right, title and interest in and to all my accounts with Lender (whether checking, savings, or any other account). This includes all accounts I hold jointly with someone else and all accounts I may open in the future. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts.

REPRESENTATIONS AND PROMISES WITH RESPECT TO THE PROPERTY. I represent and promise to Lender that:

Ownership. I am the lawful owner of the Property. The Property is free and clear of all loans, liens, security interests, mortgages, claims, and encumbrances except for those I have disclosed to Lender in writing prior to my signing this Agreement. I agree to defend Lender's rights in the Property against the claims and demands of all persons. I will not allow any other liens on the Property, even if they are junior to Lender's lien. I have the full authority and right to enter into this Agreement and to grant a security interest in the Property to Lender.

No Sale. Without Lender's prior written consent, I will not sell, lease, transfer, borrow against, or otherwise dispose of any of my rights in the Property unless and until all the Indebtedness is paid in full.

Location of Property. Except for vehicles, I agree to keep the Property at my address shown above, unless Lender tells me I can move it. If the Property is a vehicle, I will keep it at that address except for routine travel. I will not move the vehicle to any other residence, nor will I take the vehicle to another state, except for routine travel. I will not do anything that requires applying for a certificate of title for the vehicle in another state. If I move from my address shown above to another location within the same state, I may move the Property to my new address, but only if I give Lender the new address in writing prior to my moving. In any event, I agree to keep Lender informed at all times of my current address.

Maintenance and Insurance. I will keep the Property in good condition and repair. If the Property is damaged, lost or stolen, I immediately will inform Lender. I will keep the Property fully insured against all loss or damage by fire, theft, collision, and such other hazards as Lender may require from time to time. The insurance will be on terms, including deductible provisions and endorsements, that are satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such notice. I understand I may obtain insurance from any insurance company I may choose that is reasonably acceptable to Lender. I will provide Lender with the original insurance policy, or other proof satisfactory to Lender of the insurance coverage, together with all endorsements required by Lender, including an endorsement naming Lender as the party to whom all losses will be paid. Lender may apply any insurance proceeds to the balance owing on my Note or, at Lender's option, Lender may use any insurance proceeds to repair the property. If Lender receives a refund of any insurance premiums, I agree that the refund is Property covered by this Agreement. Lender may apply the refund to payment of any of the Indebtedness. Any insurance policy which I deliver to Lender will be held to secure payment of the Indebtedness. Until all Indebtedness is paid in full, Lender is authorized, but shall not be required, to file any proof of loss, adjust any loss, receive and receipt for any sum payable, surrender any policy, discharge and release any insurer, endorse any loss or refund check or draft, and in general do in my name, or otherwise, any and all things with respect to the insurance or any insurance proceeds.

Licensing and Governmental Regulations. I agree to keep the Property licensed at all times as required by all applicable state and federal law. In addition, I agree to pay when due all license fees, taxes and assessments relating to the Property or the use of the Property. I further agree that the Property will not be used for any unlawful purpose or in violation of any statute, law, ordinance, or regulation relating to the use, operation, or control of the Property.

Right to Inspect the Property. I authorize Lender to inspect or examine the Property, wherever located, at any reasonable time, and I will aid Lender in making any such inspection.

LENDER'S EXPENDITURES. If I fail (a) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims; (b) to provide required insurance; or (c) to make repairs to the Property, Lender may do so. In the event Lender purchases insurance, that policy may include coverages different and broader than the insurance coverage I am required to maintain. Any such insurance placed by the Lender will only protect Lender's interest in the property. Lender is not responsible for any property not covered by this Agreement which may be repossessed with the property. All expenses incurred or insurance premiums paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by me. All such expenses will become a part of the Indebtedness and, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. The Property also will secure payment of these amounts.

DEFAULT. I will be in default if any of the following happens: **(a) Payment Default.** I fail to make any payment when due on the Indebtedness. **(b) Break Other Promises.** I break any promise made to Lender or fail to perform promptly at the time and strictly in the manner

BANK ONE.

PROMISSORY NOTE

[redacted]

Principal Amount: $9,301.98 **Interest Rate: 9.990%** **Date of Note: December 28, 1999**

PROMISE TO PAY. **I promise to pay to Bank One, NA ("Lender"), or order, in lawful money of the United States of America, the principal amount of Nine Thousand Three Hundred One & 98/100 Dollars ($9,301.98), together with interest at the rate of 9.990% per annum on the unpaid principal balance from December 28, 1999, until paid in full.**

PAYMENT. **I will pay this loan in 48 payments of $236.22 each payment. My first payment is due February 3, 2000, and all subsequent payments are due on the same day of each month after that. My final payment will be due on January 3, 2004, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest.** Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the annual interest rate over the number of days in a year (366 during leap years), multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. The finance charge shown above is based on the assumption that I will make payments exactly on the date scheduled. If I pay early, the finance charge I pay may be less than the amount shown. If I pay late, the finance charge that I pay may be more than the amount shown. I will pay Lender at the address designated by Lender from time to time in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

PREPAYMENT FEE. I agree that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. **Upon prepayment of this Note, Lender is entitled to the following prepayment fee: I may make a partial prepayment of any amount, at any time, but I will be required to make all scheduled payments when due. If I repay my loan in full before seventy-five percent (75%) of the total number of scheduled payments have been made, I agree to pay a prepayment charge of fifty dollars ($50.00), in addition to all interest, other fees, and amounts due under this Agreement.** Except for the foregoing, I may pay all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve me of my obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due and may result in me making fewer payments.

LATE CHARGE. If a payment is **10 days or more late, I will be charged 5.000% of the regularly scheduled payment or $25.00, whichever is less.**

DEFAULT. I will be in default if any of the following happens: (a) I fail to make any payment when due; (b) I break any promise I have made to Lender, or I fail to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Note or any agreement related to this Note, or in any other agreement or loan I have with Lender; (c) Any representation or statement made or furnished to Lender by me or on my behalf is false or misleading in any material respect; (d) I die or become insolvent, a receiver is appointed for any part of my property, I make an assignment for the benefit of creditors, or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws; However, my death will not be an event of default if as a result of the death the indebtedness is fully covered by life insurance; (e) Any creditor tries to take any of my property on or in which Lender has a lien or security interest. This includes a garnishment of any of my accounts with Lender; or (f) Any of the events described in this default section occurs with respect to any guarantor of this Note.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, without notice, and then I will pay that amount. Upon default, or if this Note is not paid at final maturity, Lender, at its option, may add any unpaid accrued interest to principal and such sum will bear interest therefrom until paid, at the rate provided in this Note but in no event at an effective total interest rate on this Note greater than the rate permitted by applicable law. **This Note has been delivered to Lender and accepted by Lender in the State of Ohio. This Note shall be governed by and construed in accordance with the laws of the State of Ohio.**

DISHONORED ITEM FEE. I will pay a fee to Lender of $25.00 if I make a payment on my loan and the check or preauthorized charge with which I pay is later dishonored.

RIGHT OF SETOFF. Unless a lien would be prohibited by law or would render a nontaxable account taxable, I grant to Lender a security interest in, and hereby assign, convey, deliver, pledge, and transfer to Lender all my right, title and interest in and to, my accounts with Lender (whether checking, savings, or any other account), including without limitation all accounts held jointly with someone else and all accounts I may open in the future. I authorize Lender, to the extent permitted by applicable law, to charge or set off all sums owing on this Note against any and all such accounts.

IMPORTANT INFORMATION SHARING NOTICE. Lender shares information regarding transactions and experiences about you and your account with other BANK ONE CORPORATION ("BANK ONE") companies. We may also share other information such as employment and credit history, information on your applications, information involving other BANK ONE relationships and any other information among BANK ONE companies. You have the right to prohibit sharing this other information to the extent permitted by the Fair Credit Reporting Act ("FCRA"). If you would like to exercise this right, please write to us at BANK ONE, FCRA Opt-Out, P.O. Box 182793, Columbus, Ohio 43218-2793, and include your name, social security number, account number, telephone number, and sign and date your correspondence. If your account is a joint account, each joint account owner that desires to opt out must provide the above information including their signature. You may receive additional notices of your right to opt out, but you only need to respond once to exercise this right.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. In particular, this section means (among other things) that I do not agree or intend to pay, and Lender does not agree or intend to contract for, charge, collect, take, reserve or receive (collectively referred to herein as "charge or collect"), any amount in the nature of interest or in the nature of a fee for this loan, which would in any way or event (including demand, prepayment, or acceleration) cause Lender to charge or collect more for this loan than the maximum Lender would be permitted to charge or collect by federal law or the law of the State of Ohio (as applicable). Any such excess interest or unauthorized fee shall, instead of anything stated to the contrary, be applied first to reduce the principal balance of this loan, and when the principal has been paid in full, be refunded to me. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may, without notice and without affecting my liability, renew or extend (repeatedly and for any length of time) this loan, or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made.

ENTIRE AGREEMENT. This Note is intended by Lender and me as a final expression of this Note and as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this Note. This Note may not be supplemented or modified except in writing.

PRIOR TO SIGNING THIS NOTE, I READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. I AGREE TO THE TERMS OF THE NOTE AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THE NOTE.

BORROWER:

X COPY

LINN W LOOMIS

AGREEMENT TO PROVIDE INSURANCE

[redacted]

INSURANCE REQUIREMENTS. I, LINN W LOOMIS ("Grantor"), understand that insurance coverage is required in connection with the extending of a loan or the providing of other financial accommodations to me by Lender. These requirements are set forth in the security documents. The following minimum insurance coverages must be provided on the following described collateral (the "Collateral"):

Collateral: 1998 DODGE NEON-4 CYL. VIN# 1B3ES47CXWD577192.
Type. Comprehensive and collision.
Amount. Full insurable value.
Basis. Replacement value.
Endorsements. Lender's loss payable clause with stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender.
Deductibles. $1,000.00.

INSURANCE COMPANY. I may obtain insurance from any insurance company I may choose that is reasonably acceptable to Lender. I understand that credit may not be denied solely because insurance was not purchased through Lender.

INSURANCE MAILING ADDRESS. All documents and other materials relating to insurance for this loan should be mailed, delivered or directed to the following address:

Regional Loan Servicing Center
P.O. Box 11606
Lexington, KY 40576-1606

FAILURE TO PROVIDE INSURANCE. I agree to deliver to Lender, no later than ten (10) days from the date of this Agreement, evidence of the required insurance as provided above, with an effective date of December 28, 1999, or earlier. I acknowledge and agree that if I fail to provide any required insurance or fail to continue such insurance in force, Lender may do so at my expense as provided in the applicable security document. The cost of any such insurance, at the option of Lender, shall be payable on demand or shall be added to the indebtedness as provided in the security document. I ACKNOWLEDGE THAT IF LENDER SO PURCHASES ANY SUCH INSURANCE, THE INSURANCE WILL PROVIDE LIMITED PROTECTION AGAINST PHYSICAL DAMAGE TO THE COLLATERAL, UP TO THE BALANCE OF THE LOAN; HOWEVER, MY EQUITY IN THE COLLATERAL MAY NOT BE INSURED. IN ADDITION, THE INSURANCE MAY NOT PROVIDE ANY PUBLIC LIABILITY OR PROPERTY DAMAGE INDEMNIFICATION AND MAY NOT MEET THE REQUIREMENTS OF ANY FINANCIAL RESPONSIBILITY LAWS. I agree that Lender may add that amount directly to the principal balance of my loan and then either (i) reamortize the then-outstanding balance over the remaining term of this agreement, (ii) include that amount with my regularly scheduled payments during the period of time the insurance coverage is in effect, or (iii) include that amount with my final scheduled payment. Any such amounts shall accrue interest at the then current rate.

AUTHORIZATION. For purposes of insurance coverage on the Collateral, I authorize Lender to provide to any person (including any insurance agent or company) all information Lender deems appropriate, whether regarding the Collateral, the loan or other financial accommodations, or both. I authorize Lender as my attorney-in-fact to make and settle insurance claims and collect insurance proceeds. I agree that Lender may, at its option, apply any insurance proceeds collected by Lender to either (i) the repair and restoration of the property or (ii) the then outstanding balance on my loan. I understand that any insurance I obtain to protect my interests in the Collateral may not fulfill the insurance obligations imposed under state law on owners or registrants of motor vehicles required to be registered in this state.

I ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT TO PROVIDE INSURANCE AND AGREE TO ITS TERMS. THIS AGREEMENT IS DATED DECEMBER 28, 1999.

GRANTOR:

X______________________________
LINN W LOOMIS

FOR LENDER USE ONLY
INSURANCE VERIFICATION

DATE: ______________ PHONE: (740) 000-0000
AGENT'S NAME: ---
INSURANCE COMPANY: ---
POLICY NUMBER: ______________
EFFECTIVE DATES: ______________
COMMENTS: ______________

AGENCY NO.	CERTIFICATE OF INSURANCE SCHEDULE	CERTIFICATE NO.
		PHHC 0013996

INSURED DEBTOR #1 (Full Name and Address) [redacted] SECOND BENEFICIARY: **Estate** (Estate of Insured Debtor #1, if none other designated)	FIRST BENEFICIARY (CREDITOR) **Bank One, NA** **102 South Oak Street** **West Lafayette, OH 43846**
INSURED DEBTOR #2 (Full Name and Address) SECOND BENEFICIARY: (Estate of Insured Debtor #2, if none other designated)	DISABILITY COVERAGE: [X] RETROACTIVE 14 days Waiting Period. LIFE COVERAGE: [ ] NON-REDUCING (LEVEL) [ ] NET PAY OFF [X] REDUCING TERM — [X] SINGLE [ ] JOINT

Debtor #1 Age Last Birthday	Debtor #2 Age Last Birthday	Monthly Disability Benefit	Original Amount of Life Insurance	Disability Premium	Life Premium	TOTAL PREMIUM	Term of Coverage: Effective Date Mo.	Day	Year	Expiration Date Mo.	Day	Year	Premium Calculation Months
60 Yrs.	Yrs.	$ 236.22	$ 11,338.56	$ 477.35	$ 213.63	$ 690.98	12	28	99	1	3	04	48 Mos.

MAXIMUM AGE AT MATURITY	MAXIMUM MONTHLY DISABILITY BENEFIT	MAXIMUM AMOUNT OF DISABILITY INSURANCE	MAXIMUM AMOUNT OF LIFE INSURANCE	MAXIMUM TERM OF COVERAGE: Disability	Term Life
70 Yrs.	$ 750	$ 80,000	$ 80,000	120 Mos.	120 Mos.
70 Years Unless Otherwise Indicated	$350 Unless Otherwise Indicated	$10,000 Unless Otherwise Indicated	$30,000 Unless Otherwise Indicated	60 Months Unless Otherwise Indicated	120 Months Unless Otherwise Indicated

UNION SECURITY LIFE INSURANCE COMPANY
Administrative Office: 260 Interstate North Circle, N.W., Atlanta, Georgia 30339-2111
Home Office: Wilmington, Delaware
(called we, us or our)

WHO IS INSURED. Insured Debtor #1 is the primary debtor. Insured Debtor #1 may be insured for both life and disability insurance. Insured Debtor #2 is the co-debtor. Insured Debtor #2 may be insured for life insurance only.

WHAT YOU GET. We certify that if we have been paid the premium shown in the Schedule you are insured for the coverage shown in the Schedule, subject to the terms of the Group Policy issued to the Creditor (the company to whom payments on your debts are due) and this certificate.

WHO GETS PAID. Immediately upon proof of your death or disability, we will pay the benefits provided under this certificate to the Creditor as First Beneficiary. The Creditor will apply such payment(s) to pay off or reduce your debt. If the amount of insurance exceeds the balance of your debt, the excess will be paid to the Second Beneficiary you named in the Schedule.

WHAT WE WILL PAY

SINGLE LIFE INSURANCE BENEFIT. If you die while you are insured for single life coverage, we will pay the amount of life insurance in force at the time of your death.

JOINT LIFE INSURANCE BENEFIT. If you or your co-debtor die while insured for joint life coverage, we will pay the amount of insurance in force at the time you or your co-debtor dies. Only one death benefit is payable under this certificate. Should you and your co-debtor die at the same time, or under such circumstances that it is impossible to determine who died first, then the one death benefit will be based on the death of the primary debtor.

AMOUNT OF LIFE INSURANCE. If the Insurance shown in the Schedule is Non-Reducing, the amount of insurance in force is the Original Amount of Life Insurance shown in the Schedule without reduction during the term.

If the Insurance shown in the Schedule is Net Pay-Off, the amount of insurance in force at any time during the term is equal to the unpaid balance of the amount financed of the indebtedness (not more that sixty days in arrears), plus any accrued interest on such unpaid balance. If the original amount financed exceeds the Original Amount of Life Insurance, the insurance in force at any time during the term is that proportion of the unpaid balance of the amount financed (not more than sixty days in arrears) which the Original Amount of Life Insurance bears to the original amount financed, plus any accrued interest on such unpaid indebtedness. If the interest rate applicable to the indebtedness should change, the amount of insurance in force at any time during the term is equal to the unpaid balance of the amount financed which was originally scheduled to be unpaid (computed at the original interest rate). Such unpaid indebtedness may be up to sixty days in arrears if the loan itself is in arrears. If the original amount financed exceeds the Original Amount of Life Insurance, the insurance in force at any time during the term is that proportion of the unpaid balance of the amount financed as calculated above which the Original Amount of Life Insurance bears to the original amount financed, plus any accrued interest on such unpaid indebtedness.

FORM P-H-H

GROUP CREDIT LIFE AND DISABILITY CERTIFICATE
CREDITOR COPY

BANK ONE.

DISBURSEMENT REQUEST AND AUTHORIZATION

[redacted]

LOAN TYPE. This is a Fixed Rate (9.990%), Installment Loan to a Consumer for $9,301.98 due on January 3, 2004.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

[X] **Personal, Family, or Household Purposes or Personal Investment.**

[ ] **Business (Including Real Estate Investment).**

SPECIFIC PURPOSE. The specific purpose of this loan is: VEHICLE - PURCHASE.

DISBURSEMENT INSTRUCTIONS. I understand that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of $9,301.98 as follows:

Amount paid to me directly: $8,546.00 Lender's Check # 736055996	$8,546.00
Amount paid to others on my behalf: $690.98 for Credit Insurance	$690.98
Other Charges Financed: $5.00 MEMO TITLE FEES $5.00 FILING FEE $5.00 REGISTRATION FEE	$15.00
Total Financed Prepaid Finance Charges: $50.00 LOAN ORIGINATION	$50.00
Note Principal:	$9,301.98

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, I REPRESENT AND WARRANT TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN MY FINANCIAL CONDITION AS DISCLOSED IN MY MOST RECENT FINANCIAL STATEMENT OR LOAN APPLICATION TO LENDER. THIS AUTHORIZATION IS DATED DECEMBER 28, 1999.

BORROWER:

X_______________________________
LINN W LOOMIS

CREDIT INSURANCE DISCLOSURE

VOLUNTARY CREDIT INSURANCE. CREDIT LIFE INSURANCE AND CREDIT DISABILITY INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS I SIGN AND AGREE TO PAY THE ADDITIONAL COST.

[X] **I desire Credit Life Insurance on LINN W LOOMIS ($213.63 Premium). I desire Disability Insurance on LINN W LOOMIS ($477.35 Premium). I UNDERSTAND THAT THE INSURANCE MAY NOT BE ENOUGH TO COMPLETELY PAY OFF MY LOAN AND/OR MAY NOT COVER THE ENTIRE TERM OF MY LOAN.**

Only the person(s) named above will be insured for Credit Life and/or Credit Disability Insurance. By accepting any application for insurance, Lender is not agreeing to provide insurance. No insurance is provided unless a premium is paid and an insurance policy is issued.

Prior to signing this Credit Insurance Disclosure on December 28, 1999, I read and understood all of the provisions of this Disclosure, and I agree to pay all premiums for the insurance indicated above.

BORROWER:

X_______________________________
LINN W LOOMIS

BANK ONE.

DISCLOSURE STATEMENT

Principal	Loan Date	Maturity	Loan No	Call	Collateral	Account	Officer	Initials
$9,301.98	12-28-1999	01-03-2004	0031004235					

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Borrower: [redacted]

Lender: Bank One, NA
West Lafayette Banking Center - Coshocton
102 South Oak Street
West Lafayette, OH 43845

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.	**FINANCE CHARGE** The dollar amount the credit will cost me.	**Amount Financed** The amount of credit provided to me or on my behalf.	**Total of Payments** The amount I will have paid after I have made all payments as scheduled.
10.261%	$2,086.58	$9,251.98	$11,338.56

PAYMENT SCHEDULE. My payment schedule will be 48 monthly payments of $236.22 each, beginning February 3, 2000.

PROPERTY INSURANCE. I may obtain property insurance from anyone I want that is acceptable to Lender.

SECURITY. I am giving a security interest in the goods or property being purchased in addition to Lender's security interest and other rights in any deposit accounts I may have with Lender.

LATE CHARGE. If a payment is 10 days late, I will be charged 5.000% of the payment or $25.00, whichever is less.

PREPAYMENT. If I pay off early, I will not be entitled to a refund of the prepaid finance charges, and I may have to pay a penalty.

I will look at my contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

I read and was given a completed copy of this Disclosure Statement on December 28, 1999, prior to signing the Note.

BORROWER:

X_______________________________
LINN W LOOMIS

Amount Financed Itemization

Amount paid to me directly:		$8,546.00
$8,546.00 Lender's Check # 73605996		
Amount paid to others on my behalf:		$690.98
$690.98 for Credit Insurance		
Other Charges Financed:		$15.00
$5.00 MEMO TITLE FEES		
$5.00 FILING FEE		
$5.00 REGISTRATION FEE		
Total Financed Prepaid Finance Charges:		$50.00
Note Principal:		$9,301.98
Prepaid Finance Charges:		$50.00
Financed:	$50.00	
$50.00 LOAN ORIGINATION		
Amount Financed:		$9,251.98

NOTICE OF INSURANCE REQUIREMENTS

[redacted]

Borrower: [redacted]

Lender: Bank One, NA
West Lafayette Banking Center - Coshocton
102 South Oak Street
West Lafayette, OH 43845

TO: ROBERT Pell
117 N. Bridge
Newcomerstown, Oh 43832

DATE: December 28, 1999

Dear Insurance Agent:

I, LINN W LOOMIS ("Grantor"), am obtaining a loan from Bank One, NA. Please send appropriate evidence of insurance to Bank One, NA, together with the requested endorsements, on the following property, which I am giving as security for the loan.

Collateral: 1998 DODGE NEON-4 CYL. VIN# 1B3ES47CXWD577192.

Type. Comprehensive and collision.

Amount. Full insurable value.

Basis. Replacement value.

Endorsements. Lender's loss payable clause with stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender.

Deductibles. $1,000.00.

BORROWER:

X__________________________________
LINN W LOOMIS

MAIL TO:

Regional Loan Servicing Center
P.O. Box 11606
Lexington, KY 40576-1606