

00-281-CD  
CORNING FEDERAL CREDIT UNION

VS

BRYAN O. BILLINGS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

114  
CORNING FEDERAL CREDIT UNION

Plaintiff

vs.

11  
BRYAN O. BILLINGS

. Defendant

CIVIL DIVISION

No. 00-281-60

COMPLAINT

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD FOR  
THIS PARTY:

PETER C. WYMARD, ESQ.  
PA I.D. #76595  
P. WILLIAM BERCIK, ESQ.  
PA I.D. #59174  
Bernstein Bernstein Krawec & Wymard, P.C.  
Firm #718  
1133 Penn Avenue  
Pittsburgh, PA 15222  
412-456-8100

BERNSTEIN FILE NO. RP001368

FILED

MAR 06 2000

William A. Shaw  
Prothonotary

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

CORNING FEDERAL CREDIT UNION

Plaintiff,

vs.

Civil Action No.

BRYAN O. BILLINGS

Defendant

NOTICE AND COMPLAINT

NOTICE

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

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

Lawyer Referral Service  
PA Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
1-800-692-7375

COMPLAINT

1. Corning Federal Credit Union is a lending institution with offices located in Corning, NY 14830 and is hereinafter referred to as "Plaintiff".

2. Defendant is an adult individual who resides at 23 Post Office Box 23A, Shawville, Clearfield County, Pennsylvania 16873

3. On or about the 18th day of July, 1996, Defendant executed and delivered to Plaintiff a LoanLiner Application for a QwikLoan open-end loan, a true and correct copy of which is attached hereto, marked Exhibit "1" and made a part hereof.

4. On or about the 2nd day of August, 1996, Defendant delivered to the Plaintiff an Advance Request Voucher and Security Agreement to pay off the balance due on an automobile, a true and correct copy of which is attached hereto, marked Exhibit "2".

5. By the terms of said Agreement, Defendant agreed to repay to Plaintiff the sum of \$5,648.54 plus interest in monthly installments of \$152.39 beginning August 25, 1996.

6. The Defendant gave, as security for the aforementioned loan, a security interest in a 1991 Chevy Cavalier, Vin #1G1JC14G2MJ126586.

7. Plaintiff avers that Defendant is in default under the terms of the Agreement by having not made payments as agreed, thereby rendering the entire balance immediately due and payable.

8. Plaintiff avers that all conditions precedent to the Defendant's duty of performance under said Agreement have occurred.

9. Upon default of the Agreement, as provided by the terms of said Agreement, Plaintiff repossessed the collateral.

10. After repossession and a commercially reasonable resale of the collateral, Plaintiff avers that the deficiency balance amounts to \$3,338.93.

11. Plaintiff avers that it is entitled to continuing interest at the rate of 10.95 percent per annum.

12. Plaintiff is entitled to interest from September 20, 1999 to March 15, 2000, in the amount of \$177.00.


13. The agreement between the parties provides that Defendant will pay Plaintiff's reasonable attorney fees.

14. Plaintiff avers that such attorneys fees will amount to \$1,111.86.

15. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and refused to pay the aforesaid balance, interest, or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands judgment against Defendant in the amount of \$4,627.79 plus interest at the contract rate and costs.

BERNSTEIN BERNSTEIN KRAWEC & WYARD, P.C.

By:   
Attorneys for Plaintiff

1133 Penn Avenue  
Pittsburgh, PA 15222  
(412) 456-8100

BERNSTEIN FILE NO. RP001368

**2**  
**NOTE AND**  
**COMPLETE**

Check the box below to indicate the type of credit for which you are applying.

☐ Individual Credit: Complete only the applicant section.

☒ Joint Credit: Applicants and co-applicants complete your respective sections. Co-applicants must be a joint member on the applicant's account.

**3**  
**APPLICANT**  
**INFORMATION**

**APPLICANT**  
Please print in ink or type.

MEMBER NUMBER  
**80045080**

NAME (Last - First - Initial)  
**Billings Bryan O.**

DRIVER'S LICENSE NUMBER/STATE  
**23627 036**

BIRTH DATE  
**07-23-74**

SOCIAL SECURITY NUMBER  
**201 64-4296**

HOME PHONE  
**(814) 765-1752**

BUSINESS PHONE/EXT.  
**(S)**

PRESENT ADDRESS (Street - City - State - Zip)  
**PO Box 22A Shawville PA 16873**

☐ OWN ☐ RENT ☒ Live w/ **parents**

YEARS AT THIS ADDRESS  
**12**

PREVIOUS ADDRESS (Street - City - State - Zip)  
**RD #1 Box 131 Woodland, Pa 16881**

☐ OWN ☐ RENT

YEARS AT THIS ADDRESS  
**10**

DEPENDENTS NOT LISTED BY OTHER APPLICANT (Include Self)  
Number: **1** Ages: **15 mos.**

**CO-APPLICANT**  
Please print in ink or type.

MEMBER NUMBER

NAME (Last - First - Initial)  
**Bumbarger Billie Jo**

DRIVER'S LICENSE NUMBER/STATE

BIRTH DATE  
**10-11-77**

SOCIAL SECURITY NUMBER  
**208-64-1350**

HOME PHONE  
**(814) 765-1752**

BUSINESS PHONE/EXT.  
**(S)**

PRESENT ADDRESS (Street - City - State - Zip)  
**PO Box 22A Shawville, Pa 16873**

☐ OWN ☐ RENT ☒ Live w/ **parents**

YEARS AT THIS ADDRESS  
**1**

PREVIOUS ADDRESS (Street - City - State - Zip)  
**RD #1 Box 131 Woodland, Pa 16881**

☐ OWN ☐ RENT

YEARS AT THIS ADDRESS  
**10**

DEPENDENTS NOT LISTED BY APPLICANT (Include Self)  
Number: Ages:

**4**  
**EMPLOYMENT**  
**INFORMATION**

NAME AND ADDRESS OF EMPLOYER (If self employed, provide income tax return)  
**T.M.P. Acquisitions T.A.F.C.O.  
PO Box 249  
Hyde, Pa 16843**

POSITION  
**Installer**

START DATE  
**04-01-96**

HOW LONG  
**4 mos.**

PREVIOUS EMPLOYER NAME  
**Pizza Hut  
550 W. Front ST.  
Clearfield, Pa 16830**

POSITION  
**B-95**

START DATE  
**8-95**

HOW LONG  
**8 mos.**

IS DUTY STATION TRANSFER EXPECTED DURING NEXT YEAR? ☐ YES ☐ NO  
WHERE ENDING/SEPARATION DATE

NAME AND ADDRESS OF EMPLOYER (If self employed, provide income tax return)

POSITION

START DATE

HOW LONG

PREVIOUS EMPLOYER NAME

POSITION

START DATE

HOW LONG

IS DUTY STATION TRANSFER EXPECTED DURING NEXT YEAR? ☐ YES ☐ NO  
WHERE ENDING/SEPARATION DATE

**5**  
**INCOME**  
**INFORMATION**

NOTICE: Alimony, child support, or separate maintenance income need not be revealed if you do not choose to have it considered.

EMPLOYMENT INCOME  
**\$ 275 PER WK. 650**

OTHER INCOME  
**\$ 45 PER**

NET GROSS SOURCE

NOTICE: Alimony, child support, or separate maintenance income need not be revealed if you do not choose to have it considered.

EMPLOYMENT INCOME  
**\$ 139.50 PER Bi-weekly**

OTHER INCOME  
**\$ 45 PER Assistance**

NET GROSS SOURCE

**6**  
**DEBTS**

In addition to Rent/Mortgage list all other debts (for example, auto loans, credit cards, second mortgage, alimony, child support, medical, etc.) Please use a separate line for each credit card and auto loan. Attach other sheets if necessary.

CREDITOR NAME AND ACCOUNT NUMBER	TYPE OF DEBT (i.e. auto credit card)	ORIGINAL BALANCE	PRESENT BALANCE	MONTHLY PAYMENT	Indicate who the debtor is: A = Applicant C = Co-applicant J = Joint
<input type="checkbox"/> RENT <input type="checkbox"/> MORTGAGE (Incl. Tax & Ins.)		\$	\$	\$	
<b>Beneficial (Tyhone)</b>	<b>Auto</b>	<b>\$9400</b>	<b>\$5400</b>	<b>\$260.00</b>	<b>A</b>
<b>Clearfield Consumer discount</b>	<b>Personal</b>	<b>\$2100</b>	<b>\$1900</b>	<b>\$ 93.00</b>	<b>A</b>
<b>Customer Service Bank Clearfield</b>	<b>Personal</b>	<b>\$500</b>	<b>\$ 450</b>	<b>\$ 20.00</b>	<b>A</b>
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	

**EXHIBIT....**

	\$		
	\$		
	\$		
	\$		

**8**  
**REFERENCE**  
Please include  
street, city, state  
and zip.

NAME AND ADDRESS OF NEAREST RELATIVE  
NOT LIVING WITH YOU  
Jennifer Billings  
RD#1 RTE 879 LeGates Mills, N.J.  
765 5965  
RELATIONSHIP  
HOME PHONE

NAME AND ADDRESS OF NEAREST RELATIVE  
NOT LIVING WITH YOU  
Jane Le Forte  
RD#1 Box 127 Woodland Rd  
16881  
RELATIONSHIP  
HOME PHONE

**9**  
**FINANCIAL**  
**INFORMATION**  
These questions  
apply to both  
Applicant and  
Co-applicant.

IF A "YES" ANSWER IS GIVEN TO A QUESTION, EXPLAIN ON AN ATTACHED SHEET

DO YOU HAVE ANY OUTSTANDING JUDGMENTS?  
HAVE YOU EVER FILED FOR BANKRUPTCY OR HAD A DEBT ADJUSTMENT PLAN CONFIRMED UNDER CHAPTER 13 IN THE PAST 10 YEARS?  
HAVE YOU HAD PROPERTY FORECLOSED UPON OR REPOSSESSED IN THE LAST 7 YEARS?  
ARE YOU A PARTY IN A LAWSUIT?  
ARE YOU OTHER THAN A U.S. CITIZEN OR PERMANENT RESIDENT ALIEN?  
IS YOUR INCOME LIKELY TO DECLINE IN THE NEXT TWO YEARS?  
ARE YOU A CO-MAKER, CO-SIGNER OR GUARANTOR ON ANY LOAN NOT LISTED IN ITEM 6 DEBT SECTION?  
FOR WHOM (Name of Others Obligated on Loan): TO WHOM (Name of Creditor): BALANCE \$ PAYMENTS \$

APPLICANT		CO-APPLICANT	
YES	NO	YES	NO
	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>

**10**  
**SIGNATURES**  
It is important  
that you read all  
the provisions  
of the credit  
agreement and  
addendum  
thoroughly  
before you sign.

You promise that everything you have stated in this application is correct to the best of your knowledge and that the above information is a complete listing of all your debts and obligations. You authorize the credit union to obtain credit reports in connection with this application for credit and for any update, renewal or extension of the credit received. If you request, the credit union will tell you the name and address of any credit bureau from which it received a credit report on you. You understand that it is a federal crime to willfully and

deliberately provide incomplete or incorrect information on loan applications made to Federal Credit Unions.

You Have Received And Read The Agreement For Each Service You Have Applied For, Permanent Security Agreement And The Addendum. By signing below, you agree to be bound by the terms of your agreements for each service checked on the front of this application.

X Billings 7-18-96  
APPLICANT'S SIGNATURE DATE

X Billings 7-12-96  
CO-APPLICANT SIGNATURE DATE

**11**  
**CREDIT**  
**INSURANCE**  
**APPLICATION/**  
**SCHEDULE**  
You must sign  
whether or not  
insurance is  
elected.

"You" or "Your" means the member and the joint insured (if applicable). Credit insurance is voluntary and not required in order to obtain this loan. You may select any insurer of your choice. You can get this insurance only if you check the "yes" box below and sign your name and write in the date. The rate you are charged for the insurance is subject to change. You will receive written notice before any increase goes into effect. You have the right to stop this insurance by notifying your credit union in writing. Your signature below means you agree that:

- If you elect insurance, you authorize the credit union to add the charges for insurance to your loan each month.
- You are eligible for disability insurance only if you are working for wages or profit 25 hours a week or more on the date of the loan. If you are off work because of temporary layoff, strike or vacation, but soon to resume, you will be considered at work.
- You are eligible for insurance up to the Maximum Age.

YOU ELECT THE FOLLOWING INSURANCE COVERAGE(S)	LOANLINER® ACCOUNT		COST PER \$1000 OF YOUR MONTHLY LOAN BALANCE	INSURANCE MAXIMUMS	DISABILITY	LIFE
	YES	NO				
SINGLE CREDIT DISABILITY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	SEE ADDENDUM FOR RATES	MAX. INSURABLE BALANCE PER LOAN ACCT.	\$30,000	\$55,000
SINGLE CREDIT LIFE	<input checked="" type="checkbox"/>	<input type="checkbox"/>		MAXIMUM ELIGIBILITY AGE FOR INSURANCE	NONE	70
JOINT CREDIT LIFE	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
MEMBER	ACCOUNT NUMBER		SECONDARY BENEFICIARY (If you desire to name one)			

If you are totally disabled for more than 30 days, then the Disability Benefit will begin with the 31st day of disability.  
DATE DATE OF BIRTH DATE DATE OF BIRTH

APP. 821-1291NY/Rev.  
SIGNATURE OF BORROWER ELIGIBLE TO BE INSURED (Be sure to check the boxes above.)  
X Billings

X  
SIGNATURE OF JOINT INSURED (CO-BORROWER) (Only required if JOINT CREDIT LIFE coverage is selected)

**CREDIT**  
**UNION**  
**INFORMATION**  
Do not write in  
this section—  
for credit union  
use only.  
Check applicable  
box(es).

Open End Plan Approved: Joint/Single ☒ Yes ☐ No  
Limits Approved: Line of Credit: Signature - \$ Secured - \$  
VISA - \$ Other - \$ 618 I/D Ratio - 32 %  
Number of Cards: Applicant Co-Applicant  
Request Approved: ☐ Yes ☐ No ☐ Counter Offer \$  
Notes/Conditions:

☐ LOAN OFFICER X Billings  
SIGNATURE NO. DATE

X  
SIGNATURE NO. DATE

☐ L.O.C.C. X  
SIGNATURE NO. DATE

X  
SIGNATURE NO. DATE



# Advance Request Voucher and Security Agreement

## 1 MEMBER INFORMATION

YOU REQUEST THIS ADVANCE SUBJECT TO THE TERMS AND CONDITIONS OF YOUR LOANLINER® CREDIT AGREEMENT

DATE: 8-2-96  
COMPLETED BY: M. Ze  
POSTED BY: M. Ze



Coming Federal Credit Union  
One Credit Union Plaza  
Post Office Box 1450  
Coming, New York 14830-1050

DATE OF ADVANCE <u>8-2-96</u>		MEMBER NUMBER <u>800 45080</u>	
MEMBER NAME (LAST) <u>Billings</u>	(FIRST) <u>Bryan</u>	(INITIAL)	PURPOSE <u>pay off auto</u>
ADDRESS (STREET) <u>PO Box 23A</u>		CITY <u>Shawville</u>	STATE <u>PA</u>
		ZIP <u>16873</u>	AMOUNT REQUESTED <u>\$ 5648.54</u>

## 2 SECURITY OFFERED

IN ADDITION TO THE PLEDGE OF SHARES IN YOUR QWIKLOAN LOANLINER CREDIT AGREEMENT, YOU GIVE THE CREDIT UNION A SECURITY INTEREST IN THE FOLLOWING PROPERTY UNDER THE PERMANENT SECURITY AGREEMENT APPEARING ON THE BACK OF THIS VOUCHER.

YEAR <u>1991</u>	MAKE <u>Chevy</u>	MODEL <u>Cavalier</u>	TYPE	SERIAL NUMBER <u>44436 586503</u> <u>(M. Ze)</u>
YEAR	MAKE	MODEL	TYPE	SERIAL NUMBER <u>1G1JC14G2 MJ126586</u>
VALUE \$ <u>5275.00</u>			STATE TITLED IN <u>PA</u>	OWNER OF SECURITY <u>Bryan + Ken Billings</u>
SHARES	MEMBER NUMBER	SHARES	MEMBER NUMBER	

## 3 CHANGES SINCE LAST ADVANCE

☒ CHECK BOX IF NO CHANGES

DEBTS: (i.e., Rent, Mortgage, Auto, Credit Cards, Child Support, etc.) ATTACH ADDITIONAL SHEET IF NECESSARY

CREDITOR	TYPE OF DEBT	ORIGINAL BALANCE	PRESENT BALANCE	MONTHLY PAYMENT	INDICATE WHO THE DEBTOR IS: A - APPLICANT C - CO-APPLICANT J - JOINT

## 4 CHANGES IN EMPLOYMENT OR INCOME:

☒ CHECK BOX IF NO CHANGES

NAME AND ADDRESS OF NEW EMPLOYER	POSITION: HOW LONG: PHONE NO.	INCOME \$	PER: <input type="checkbox"/> WEEK <input type="checkbox"/> MONTH
NOTICE: YOU DON'T HAVE TO INCLUDE INCOME FROM CHILD SUPPORT, SEPARATE MAINTENANCE, OR ALIMONY UNLESS YOU WANT THE CREDIT UNION TO CONSIDER IT.	SOURCE OF ADDITIONAL INCOME	OTHER INCOME \$	PER: <input type="checkbox"/> WEEK <input type="checkbox"/> MONTH
			NET <input type="checkbox"/> GROSS <input type="checkbox"/>

## 5 PAYMENT TERMS (To be completed by the Credit Union)

YOU ARE RESPONSIBLE FOR THE PAYMENTS EVEN IF YOUR PAYROLL DEDUCTION/DIRECT DEPOSIT IS SLOW IN STARTING OR INCREASING OR IF YOU DRAW MONEY OUT OF YOUR SHARE ACCOUNT THAT WAS TO BE USED FOR YOUR LOAN PAYMENT.

LOAN NUMBER <u>143</u>	TYPE <u>PP</u>	ANNUAL PERCENTAGE RATE <u>10.95</u>	DAILY PERIODIC RATE <u>0.030</u> %	<input checked="" type="checkbox"/> FIXED <input type="checkbox"/> VARIABLE
PAYMENT SOURCE <u>C-25</u>	DUE DATE <u>8,25,96</u>	NEW PAYMENT <u>\$ 152.39</u>	INSURANCE SELECTION <u>SZ DI</u>	
PREVIOUS BALANCE <u>\$ 0</u>	OTHER LOANS <u>+</u>	AMOUNT ADVANCED <u>\$ 5648.54</u>	NEW LOAN BALANCE <u>\$ 5648.54</u>	
REF \$	LN #	REF \$	LN #	REF \$

## 6 PROCEEDS

Deposit to: ☐ Savings ☐ Checking ☐ Other Credit Union Account ☐ Other Credit Union Account

Make checks payable to + Beneficial \$ 5648.54

## 7 SUBSEQUENT ELECTION OF CREDIT INSURANCE

YOU ALSO ACKNOWLEDGE THAT YOU HAVE RECEIVED A COPY OF THE CREDIT INSURANCE DISCLOSURE WHICH DISCLOSED THAT THE CREDIT INSURANCE IS VOLUNTARY AND STATED THE COST OF THE INSURANCE. DO YOU MEET ALL THE ELIGIBILITY REQUIREMENTS STATED ON YOUR ORIGINAL APPLICATION

YOU ELECT THE FOLLOWING COVERAGE(S)	YES NO	COST PER \$1000 OF YOUR MONTHLY ADVANCE BALANCE
SINGLE CREDIT DISABILITY		\$1.60
SINGLE CREDIT LIFE		\$ .45
JOINT CREDIT LIFE		\$ .72

DATE 8/2/96 SIGNATURE OF BORROWER ELIGIBLE TO BE INSURED X (Be sure to check the boxes above.) DATE OF BIRTH  

SIGNATURE OF JOINT INSURED (CO-BORROWER) X (Only required if JOINT CREDIT LIFE coverage is selected) DATE OF BIRTH  

## 8 SIGNATURES

If you have pledged property to secure this advance, refer to the Permanent Security Agreement section of your QwikLoan LOANLINER Credit Agreement/Line of Credit and Truth and Lending Disclosure on the back of this Voucher Document. If you agree to make and be bound by the promises in the Security Agreement, sign below or sign under the acknowledgment on the advance proceeds check. By signing below or on the advance proceeds check, you also agree to make payments of the amount and at the time shown in the payment terms section above. If one or more of the items below is checked, you also agree to its term(s).

<input checked="" type="checkbox"/> YOU ARE RECEIVING A CASH/CHECK ADVANCE.	<input type="checkbox"/> YOU ARE PLEDGING SHARES FOR THE AMOUNT SHOWN IN THE SECURITY OFFERED SECTION.	<input type="checkbox"/> THE CHANGE IN THE TERM(S) OF YOUR LOANLINER® AGREEMENT MARKED WITH A STAR(*).
DATE <u>8/2/96</u> SIGNATURE <u>X</u>	DATE <u> </u> SIGNATURE <u> </u>	DATE <u> </u> SIGNATURE <u> </u>

## LINE OF CREDIT PERMANENT SECURITY AGREEMENT

In this Agreement, the words, "you" and "your" refer to all those persons signing this Agreement, including all borrowers and co-borrowers. The words "credit union" refer to Corning Federal Credit Union.

**SECURITY** — To protect the credit union if you default on any debt you owe the credit union, you give the credit union what is known as a security interest in any property listed on any check or draft constituting or receipt evidencing a secured advance made under this Agreement or listed on an Advance Request Voucher and Security Agreement you sign. This Agreement and the check, draft, receipt or Advance Request Voucher and Security Agreement together make up your entire security agreement with the credit union.

The debts secured by the security interest you are giving the credit union include all debts you currently owe the credit union and all debts you may owe the credit union in the future, whether or not the debts arise under this Line of Credit Agreement and whether or not you expressly refer to this security interest when you incur the debt. However, a security interest in your dwelling or household goods, if any, secures only the advance for which it is given. This security interest covers the Secured Property together with any additions to it or replacements for it acquired within 10 days of the advance, and proceeds from any sale or other disposition of it.

**OWNERSHIP OF SECURED PROPERTY** — You promise that you are the only owner of the Secured Property. No security interests or other interests such as mortgages exist against the Secured Property except for those you give the credit union by this Agreement. If the loan advance is made to provide you with funds to purchase the secured property, you promise to use the advance for that purpose. You own the Secured Property free and clear and will not allow anyone else to obtain any interest in it. You will pay all costs and expenses, including reasonable attorney fees, necessary to assure that no one else can make any claim to the Secured Property.

**PROTECTION OF THE CREDIT UNION'S SECURED INTEREST** — You authorize the credit union to take any action the credit union decides is necessary to protect the credit union's security interest. The credit union may file financing statements and other official documents relating to the Secured Property in any appropriate public office. The credit union may file such financing statements without your signature on them. You will make sure that no financing statements or other notices of interest in the Secured Property will be on file at any public office except those the credit union files. You will make sure that the credit union is listed as the only lien holder on any certificate of title to a motor vehicle which is collateral under this Agreement. You will provide the credit union with all documents necessary to create and protect its security interest.

**TRANSFERS OF SECURED PROPERTY** — You will not sell, transfer or offer to sell or transfer the Secured Property without first getting the credit union's written consent.

**INSURANCE** — You will keep insurance the credit union approves on the Secured Property. You may obtain insurance from anyone you want that is acceptable to the credit union. The insurance will cover normal risks such as fire, theft, and so-called extended coverage. If the Secured Property includes motor vehicles, you will obtain collision insurance. Your insurance will show the credit union's interest in the property. The insurance will provide for payment to the credit union in the amount of your debt. You authorize us to make settlements with the insurance company and to take any money paid by it. We will give you 10 days written notice before the insurance policies are cancelled.

**MAINTENANCE** — You will keep the Secured Property in good order and repair. You will not do anything to decrease the value of the Secured Property. You will not violate any laws in using the Secured Property. The credit union may inspect the Secured Property at any time no matter where it is located.

**TAXES** — You will pay all taxes related to the Secured Property or this Agreement.

**RIGHTS OF THE CREDIT UNION** — The credit union may pay any taxes relating to the Secured Property at any time. The credit union may also make payments or take any other steps to remove any other interests in the Secured Property. The credit union may insure or maintain and protect the Secured Property if it believes it to be necessary. You will promptly reimburse the credit union for any costs or payments they make under this section and you will pay interest on those payments at the rate then being charged by the

credit union for unsecured advances from the date the credit union makes the payment until the date you reimburse us.

**YOUR RIGHTS** — You may keep and use the Secured Property unless you default under this Agreement.

**FAILURE TO KEEP THE AGREEMENT (DEFAULT)** — Without giving you notice, the credit union can require that you repay all your obligations immediately if:

You do not make any payments on time, or

You fail to keep any agreement with the credit union, or

You fail to remain a member in good standing of the credit union due to your failure to maintain at least the minimum amount required in your share account or otherwise, or

Any bankruptcy petition is filed by or against you or anyone is appointed to take charge of your property for creditors, or

Any person tries to legally take any of your property in the credit union's possession, or

You did not tell the entire truth, or did not list all your debts, in obtaining credit from the credit union, or

You die or become legally unable to handle your affairs, or

The credit union honestly believes you cannot repay your obligations on time, or

You fail to give the credit union notice within ten (10) days after you change or terminate your employment or your income is reduced for any reason other than retirement.

These events are called "defaults". The credit union is not required to use any security it has before enforcing its rights against you or any co-borrower.

**OUR REMEDIES UPON DEFAULT** — If you default, the credit union can demand immediate payment of all your debts to us. The credit union may also exercise any other legal rights such as repossessing the Secured Property and on ten days prior notice, selling it to pay part or all of your debts to the credit union. If the advance on which you defaulted was used for the purpose of financing your motor vehicle, this section does not alter any right of redemption you may have under New York Law. If you leave any property that is not covered by this Agreement in the secured property, the credit union will not be responsible for that property and if you do not claim it within 10 days of repossession, you will be deemed to have abandoned it. You will have to pay the credit union any amount that remains unpaid after the money from the sale is applied to pay the loans and other amounts you owe the credit union. If there is any money left over after paying all amounts you owe the credit union, the credit union will pay that money to you.

**COLLECTION COSTS** — If you default and the credit union has to sue you or take other action to collect what you owe, you will pay the credit union's costs and it's reasonable attorneys' fees.

**FAILURE TO EXERCISE RIGHTS** — You understand that the credit union may accept partial or late payments (even marked "paid in full") without losing any of it's rights on default. The credit union may also delay or fail to exercise any rights under this Agreement without losing it's ability to exercise those rights any other time.

**SUCCESSORS** — Anyone taking your place such as your heirs, legal representatives, successors, or persons taking assignments of your rights under this Agreement, shall have the same obligations as you have under this Agreement.

**CO-BORROWERS** — If you sign as a co-borrower, you agree to be equally responsible with the borrower. The credit union does not have to notify you if debts are not paid. The credit union can change the terms of any agreement with the borrower and release any Secured Property without notifying you and you will not be released from responsibility.

**STATE LAW** — This Agreement will be interpreted according to and enforced under New York State and Federal Laws.

### DO NOT WRITE BELOW — FOR CREDIT UNION USE ONLY CHECK APPLICABLE BOX(ES)

Request Approved: ☒ Yes ☐ No ☐ Counter Offer \$ 5648.54 Originator: \_\_\_\_\_  
Limits Approved: Line of Credit - \$ \_\_\_\_\_ Signature - \$ \_\_\_\_\_ Secured - \$ \_\_\_\_\_  
VISA - \$ \_\_\_\_\_ Other - \$ 45 618 (1) I/D Ratio - 3.3 %  
Co-Signor(s): Name \_\_\_\_\_ Member # \_\_\_\_\_ Name \_\_\_\_\_ Member # \_\_\_\_\_

Notes/Conditions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☒ LOAN OFFICER ☒ Walter J. Z... 60 8-2-96 ☒  
SIGNATURE NO. DATE SIGNATURE NO. DATE  
☐ L.O.C.C. ☒ Walter J. Z... ☒  
SIGNATURE NO. DATE SIGNATURE NO. DATE

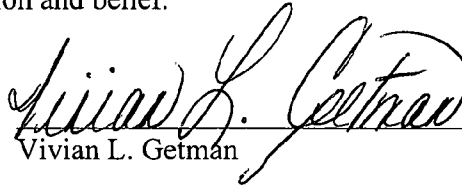


**CORNING CREDIT UNION**

*The advantage is yours!*

**VERIFICATION**

The undersigned does hereby verify subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities, that she is **Assistant Treasurer** of **Corning Federal Credit Union**, Plaintiff herein, that she is duly authorized to make this Verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of her knowledge, information and belief.

  
Vivian L. Getman

FILED

MAR 06 2000

011:36/att, Leonard  
William A. Shaw  
Prothonotary  
pd. \$0.00

1cc Sheryb

ES

2  
P. WILLIAM BERCIK

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CORNING FEDERAL CREDIT UNION

00-281-CD

VS

BILLINGS, BRYAN O.

COMPLAINT

SHERIFF RETURNS

NOW MARCH 9, 2000 AT 11:14 AM EST SERVED THE WITHIN COMPLAINT ON BRYAN O. BILLINGS, DEFENDANT AT RESIDENCE 23 PO BOX 23A, SHAWVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BRYAN O. BILLINGS A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

21.12 SHFF. HAWKINS PAID BY: ATTY

10.00 SURCHARGE PAID BY: ATTY

SWORN TO BEFORE ME THIS

13th DAY OF March 2000

[Signature]

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2002  
Clearfield Co., Clearfield, PA.

SO ANSWERS,

Chester A. Hawkins  
by Marilyn Hamr

CHESTER A. HAWKINS  
SHERIFF

FILED

MAR 13 2000

011129 am  
William A. Shaw  
Prothonotary

EKE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CORNING FEDERAL CREDIT UNION

Plaintiff

No. 00-<sup>281</sup>~~218~~-CD

vs.

PRAECIPE FOR DEFAULT JUDGMENT

BRYAN O. BILLINGS

Defendant

FILED ON BEHALF OF  
Plaintiff  
COUNSEL OF RECORD OF  
THIS PARTY:

PETER C. WYMARD, ESQUIRE  
PA ID#76595  
P. WILLIAM BERCIK, ESQUIRE  
PA ID#59174  
Bernstein Bernstein Krawec & Wymard, P.C.  
Firm #718  
1133 Penn Avenue  
Pittsburgh, PA 15222  
412-456-8100

BERNSTEIN FILE NO. RP001368  
DIRECT DIAL: (412) 456-8100

NOTICE

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

FILED

APR 17 2000

William A. Shaw  
Prothonotary

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

CORNING FEDERAL CREDIT UNION

Plaintiff

vs.

Civil Action No. 00-<sup>281</sup>~~218~~-CD

BRYAN O. BILLINGS

Defendant

PRAECIPE FOR JUDGMENT


To the Prothonotary:

Kindly enter Judgment against the defendant above named and in favor of the Plaintiff, in the default of an Answer, in the amount of \$4,675.11, plus continuing interest at the rate of 10.95% per annum on the declining balance computed as follows:

Amount claimed in Complaint	\$4,627.79
Interest from 3-15-00 to 4-12-00 on \$3,338.93 at the rate of 10.95% per annum	\$ 47.32
TOTAL	\$4,675.11

I hereby certify that appropriate Notices of Default, as attached have been mailed in accordance with PA R.C.P. 237.1 on the dates indicated on the Notices.

BERNSTEIN BERNSTEIN KRAWEC & WYMARD, P.C.


By:   
Attorney for Plaintiff  
1133 Penn Avenue  
Pittsburgh, PA 15222  
(412) 456-8100

Plaintiff: c/o Bernstein Bernstein Krawec & Wymard, P.C., 1133 Penn Avenue,  
Pittsburgh, PA 15222

Defendant: 23 Post Office Box 23A, Shawville, PA 16873

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that the parties against whom Judgment is to be entered according to the Praeceptum attached are not members of the Armed Forces of the United States or any other military or non-military service covered by the Soldiers and Sailors Civil Relief Act of 1940. The undersigned further states that the information is true and correct to the best of the undersigned's knowledge and belief and upon information received from others.

A handwritten signature in black ink, written over a horizontal line. The signature is stylized and appears to be a cursive representation of a name, possibly "R. D. [unclear]".



FILE COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION  
CORNING FEDERAL CREDIT UNION

Plaintiff

vs.

Civil Action No. 00-<sup>281</sup>~~218~~-CD

BRYAN O. BILLINGS

Defendant

IMPORTANT NOTICE

TO: BRYAN O. BILLINGS  
23 Post Office Box 23A  
Shawville, PA 16873

Date of Notice: MARCH 30, 2000

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

Lawyer Referral Service  
PA Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
1-800-692-7375

BERNSTEIN BERNSTEIN KRAWEC & WYMARD, P.C.

BY: /s/Peter C. Wymard, Esq.  
Attorney for Plaintiff  
1133 Penn Avenue  
Pittsburgh, PA 15222  
412-456-8100

NOTICE

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

FILED

APR 17 2000  
M 18:58 / atty Wymand  
William A. Shaw  
Prothonotary

PD \$20.00

Not to Del. B. Billings  
Statement to Atty Wymand

W.A.S.  
AKS

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
STATEMENT OF JUDGMENT

CORNING FEDERAL CREDIT UNION

Plaintiff

vs.

BRYAN O. BILLINGS

Defendant(s)

No. 00-<sup>281</sup>~~218~~-CD

Real Debt \$4,675.11

Atty's Comm \_\_\_\_\_

Costs \_\_\_\_\_

Int. From \_\_\_\_\_

Entry \$ 20.00

Instrument District Justice

Date of Entry April 17, 2000

Expires April 17, 2005

Certified from the record this 17th day of April, 2000

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

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, 20\_\_\_\_, of defendant full  
satisfaction of this Judgment, Debt, Interest and Costs and Prothonotary  
is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION  
CORNING FEDERAL CREDIT UNION

Plaintiff

vs.

BRYAN O. BILLINGS

Civil Action No. 00-<sup>261</sup>~~219~~ CD

Defendant

NOTICE OF JUDGMENT OR ORDER

TO:    (    ) Plaintiff  
         (xx) Defendant  
         (    ) Garnishee

Your are hereby notified that the following Order or Judgment was entered against you on April 17, 2000.

(xx) Assumpsit Judgment in the amount of \$4,675.11 plus costs.

(    ) Trespass Judgment in the amount of \$\_\_\_\_\_ plus costs.

(    ) If not satisfied within sixty (60) days, your motor vehicle operator's license and/or registration will be suspended by the Department of Transportation, Bureau of Traffic Safety, Harrisburg, PA.

(xx) Entry of Judgment of  
      (    ) Court Order  
      (    ) Non-Pros  
      (    ) Confession  
      (    ) Default  
      (    ) Verdict  
      (    ) Arbitration  
         Award

BRYAN O. BILLINGS  
23 Post Office Box 23A  
Shawville, PA 16873

Prothonotary

By:   
PROTHONOTARY (OR DEPUTY)

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
STATEMENT OF JUDGMENT  
AMENDED

CORNING FEDERAL CREDIT UNION

Plaintiff

No. 00-281-CD

vs.

Real Debt \$4,675.11

BRYAN O. BILLINGS

Atty's Comm \_\_\_\_\_

Defendant(s)

Costs \_\_\_\_\_

Int. From \_\_\_\_\_

Entry \$ 20.00

Instrument Default Judgment

Date of Entry April 17, 2000

Expires April 17, 2005

Certified from the record this 17th day of April, 2000

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

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, 20\_\_\_\_, of defendant full satisfaction of this Judgment, Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney