

00-329-CD  
LAUREL BANK -vs- CRAIG A. BAINBY et al

NO.

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

LAUREL BANK,

Plaintiff

vs.

CRAIG A. BAINES and  
JAMES L. SWEAL,

Defendants

COMPLAINT

**FILED**

MAR 15 2000

11:18 AM

William A. Shaw  
Prothonotary

cc atty Young  
pd \$80.00

**THOMAS A. YOUNG**

ATTORNEY AT LAW

SUITE 300 PENN TRAFFIC BUILDING

WASHINGTON STREET

JOHNSTOWN, PA 15901

**THOMAS A. YOUNG**  
ATTORNEY AT LAW  
SUITE 300 PENN TRAFFIC BUILDING  
WASHINGTON STREET  
JOHNSTOWN, PA 15901

①④ LAUREL BANK,

Plaintiff

vs.

②③ CRAIG A. BAINEY and  
②③ JAMES L. SMEAL,

Defendants

( IN THE COURT OF COMMON PLEAS OF  
) CLEARFIELD COUNTY, PENNSYLVANIA

(  
) CIVIL ACTION - LAW

(  
) NO. 00-329-CD

(  
)  
) C O M P L A I N T

) COUNSEL OF RECORD FOR PLAINTIFF:

( THOMAS A. YOUNG, ESQ.

) 300 Penn Traffic Building

( Johnstown, PA 15901

)

( Telephone No. (814) 535-3513

) Supreme Court ID# 05966

**FILED**

MAR 15 2000

William A. Shaw  
Prothonotary

LAUREL BANK,

Plaintiff

vs.

CRAIG A. BAINEY and  
JAMES L. SMEAL,

Defendant

( IN THE COURT OF COMMON PLEAS OF  
) CLEARFIELD COUNTY, PENNSYLVANIA

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### 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, 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.

David S. Meholick, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830

(814) 765-2641, Ext. 5982

THOMAS A. YOUNG,  
Attorney for Plaintiff  
300 Penn Traffic Building  
Johnstown, PA 15901

LAUREL BANK,

Plaintiff

vs.

CRAIG A. BAINEY and  
JAMES L. SMEAL,

Defendant

( IN THE COURT OF COMMON PLEAS OF  
) CLEARFIELD COUNTY, PENNSYLVANIA

(  
) CIVIL ACTION - LAW

(  
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(  
)  
( C O M P L A I N T  
)

**AND NOW COMES**, the Plaintiff, Laurel Bank, by and through its attorney, Thomas A. Young, and files the following Complaint:

1. The Plaintiff is Laurel Bank, a state chartered bank with its principal office and place of business at 532-534 Main Street, Johnstown, Cambria County, Pennsylvania 15901.
2. The Defendant, Craig A. Baine, is an individual, who resides at 408 Walker Street, Osceola Mills, Clearfield County, Pennsylvania 16666-1618.
3. The Defendant, James L. Smeal, is an individual, who resides at R. D. #1 Box 658, Osceola Mills, Clearfield County, Pennsylvania 16666.
4. On or about the 2nd day of February, 1999, Defendant, Craig A. Baine, executed a Motor Vehicle Installment Sale Contract and Contract and Security Agreement in the principal amount of \$12,746.07 to the Plaintiff. The Motor Vehicle Installment Sale Contract called for interest to be paid at the annual percentage rate of 9.25%. A copy of said Motor Vehicle Installment Sale Contract is attached hereto and marked Exhibit "A".
5. To pay off this note, Defendants promised to make 48 monthl

installments of \$318.86, the first payment being due March 4, 1999, and the following payments to be made on the same day of each month.

6. The date of the last payment received by the Plaintiff was November 23, 1999, which was for the September 4, 1999 payment. Defendants have failed to make any of the monthly payments due since then.

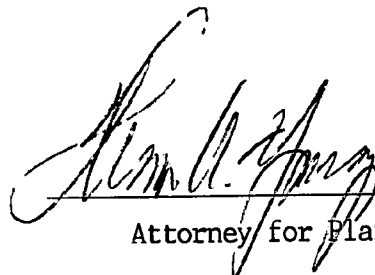
7. Having failed to make the October payment as promised, under the provisions of Defendants' note, the Plaintiff has elected to accelerate the balance due on the loan because of Defendants' default.

8. Plaintiff has set its reasonable attorney's fees as provided for in the note at 15% of the amount of Defendants' debt.

9. As of February 8, 2000, Defendants still owed the Plaintiff the sum of \$11,489.25, plus interest at the rate of \$2.8391 per day from February 8, 2000, together with attorney's commission in the amount of \$1,723.39 and costs of this suit.

10. The Defendant, James L. Smeal, signed the Contract and Security Agreement wherein he promised to pay all sums due on the contract, which said contract was assigned to the Plaintiff as will appear from the Contract and Security Agreement attached hereto and marked Exhibit "B".

**WHEREFORE**, Plaintiff demands judgment for \$13,212.64, plus interest and costs of suit.

A handwritten signature in black ink, appearing to read "Kim D. Young", is written over a horizontal line.

Attorney for Plaintiff

# PENNSYLVANIA MOTOR VEHICLE INSTALLMENT SALE CONTRACT.

Dated February 2nd, 93

42197075

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate.  <p>9.25 %</p>	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you.  <p>\$ 2559.21</p>	<b>Amount Financed</b> The amount of credit provided to you or on your behalf.  <p>\$ 12746.07</p>	<b>Total of Payments</b> The amount you will have paid after you have made all scheduled payments.  <p>\$ 15305.28</p>	<b>Total Sale Price</b> The total cost of your purchase on credit, including your downpayment of \$ <u>300.00</u>  <p>\$ 16205.28</p>
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Your Payment Schedule will be:

No. of Payments	Amount of Payments	When Payments Are Due
48	\$ 318.86	Monthly, beginning Mar 4th, 93
	\$ N/A	

Security: You are giving a security interest in the motor vehicle being purchased.

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

Filing Fees: \$ 5.00

Late Charge: If a payment is late, you will be charged 2% of the portion of the payment which is late for each month, or part of a month greater than 10 days, that it remains unpaid. See below and any other Contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment means estimate.

In this Contract

we are the SELLER. **FREEDOM FORD SALES, INC.** 872 CHESTNUT STREET NANTY, PA 15943

Name Address Zip Code

You are the BUYER(S). **CRAIG A BAINEY** 408 WALKER ST JOHNSDALE, PA 16666

Name(s) Address(es) Zip Code(s)

If there is more than one Buyer, each promises, separately and together, to pay all sums due us and to perform all agreements in this Contract.

TRADE-IN:

You have traded in the following vehicle: **1990 CHEVROLET BERETTA**

Year and Make Description

If a balance is still owing on the vehicle you have traded in, the Seller will pay off this amount on your behalf. You warrant and represent to us that any Trade-In is free from lien, claim, encumbrance or security interest, except as shown in the Itemization of Amount Financed as the "Lien Payoff."

PROPERTY INSURANCE: You may choose the person through whom insurance is obtained against loss or damage to the Vehicle and against liability arising out of use or ownership of the Vehicle. In this Contract, you are promising to insure the Vehicle and keep it insured.

CREDIT INSURANCE IS NOT REQUIRED: Credit Life Insurance and Credit Disability Insurance are not required to obtain credit, and will not be provided unless you sign below and agree to pay the additional cost(s). Please read the NOTICE OF PROPOSED CREDIT INSURANCE on the reverse side. Your insurance certificate or policy will tell you the MAXIMUM amount of insurance available. All insurance purchased will be for the term of the credit.

By signing, you select Single Credit Life Insurance, which costs \$ 249.48 What is your age? 0 Years

Signature of Buyer to be insured for Single Credit Life Insurance

By signing, you both select Joint Credit Life Insurance, which costs \$ N/A What are your ages?

1. \_\_\_\_\_

2. \_\_\_\_\_

Signatures of both Buyers to be insured for Joint Credit Life Insurance

Insurer: **Protective Life Insur Co, Pacific Palisades, CA 90272**

VEHICLE: You have agreed to purchase, under the terms of this Contract, the following motor vehicle and its extra equipment, which is called the "Vehicle" in this Contract.

N/U Year and Make Series Body Style No. Cyl. Truck Ton Capacity Serial Number

USED 94 MAZDA 626 SED SON 1YVGE22D2R5178971

Equipped with A.T. P.S. AM-FM Stereo 5 Spd. Other

A.C. P.W. AM-FM Tape Vinyl Top

ASSIGNEE: We may assign this Contract and Security Agreement to a sales finance company which is the "Assignee." If the Assignee assigns the Contract to a subsequent assignee, the term also refers to such subsequent assignee. After the assignment, all rights and benefits of the Seller in this Contract and in the Security Agreement shall belong to and be enforceable by the Assignee. The Assignee will notify you when and if Seller makes an assignment.

CO-SIGNER: Any person signing the Co-Signer's Agreement below promises separately and together with all Co-Signer(s) and Buyer(s), to pay all sums due and to perform all agreements in this Contract. Co-Signer will not be an Owner of the Vehicle.

CO-OWNER: Any person signing the Co-Owner's Security Agreement below gives us a security interest in the Vehicle and agrees separately and together with all Co-Owner(s) and Buyer(s), to perform all agreements in the Security Agreement and all other parts of this Contract except the "Promise to Pay" section.

TERMS: The terms shown in the boxes above are part of this Contract.

PROMISE TO PAY: You agree to pay us the Total Sale Price for the Vehicle by making the Cash Downpayment, assigning the Trade-In, if shown above, and paying us the Amount Financed plus interest. You promise to make payments in accordance with the Payment Schedule. You promise to make payments on or before the same day of each month as the first payment due date. You agree to pay all other amounts which may become due under the terms of this Contract. You agree to pay the Seller or Assignee costs of suit. You also agree to pay reasonable attorneys' fees if Seller or Assignee hires an attorney to collect amounts due under this Contract or to protect or get possession of the Vehicle. You agree to make payments at the place or to send payments to the address which the Assignee most recently specifies in the written notice to you.

By signing below, we agree to sell the Vehicle to you under the terms of this Contract.

SELLER **FREEDOM FORD SALES, INC.**

BUYER **EXHIBIT A**

IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE THE MOTOR VEHICLE AND PROPERTY THAT YOU BOUGHT WITH THIS CONTRACT, AND/OR MONEY ON DEPOSIT WITH THE ASSIGNEE.

This Contract is between Seller and Buyer. All disclosures have been made by Seller. Seller intends to assign this Contract to the Assignee.

## Itemization of Amount Financed

Cash Price \$ 12717.00

Cash Downpayment \$ N/A

Trade-In Value of Trade-In \$ 8000.00

Lien Payoff for **LIBEL BANK** \$ 7100.00

Unpaid Cash Price Balance \$ 11817.00

To Credit Insurance Company \$ 55.57

To Public Officials for License, Tags and Registration \$ 28.50

Lien Fee \$ 5.00

To **FREEDOM FORD SALE** \$ 40.00

To \_\_\_\_\_ \$ N/A

To \_\_\_\_\_ \$ N/A

To \_\_\_\_\_ \$ N/A

To \_\_\_\_\_ \$ N/A

To \_\_\_\_\_ \$ N/A

To \_\_\_\_\_ \$ N/A

Amount Financed \$ 12746.07

Finance Charge \$ 2559.21

Total of Payments (Time Balance) \$ 15305.28

Payment Schedule - You agree to pay to us the Amount Financed plus interest in 47

payments of \$ 318.86

each, and a final payment of \$ 318.86

The first payment will be due on Mar 04

93, and then payments will be due on that same day of each month following.

SECURITY AGREEMENT: To secure the payment of all sums due and the performance of all required obligations under this Contract, you give a security interest in the Vehicle, in all parts (called "accessions") attached to the Vehicle at any later time, and in any proceeds of the Vehicle, including insurance proceeds. The Assignee may set-off any amounts due and unpaid under this Contract against any of your money on deposit with Assignee. This Assignee may do this without any prior notice to you.

ADDITIONAL TERMS AND CONDITIONS: THIS CONTRACT CONTINUES ON THE REVERSE SIDE. YOU ARE OBLIGATED TO ALL THE TERMS OF THE CONTRACT WHICH APPEAR ON THE FRONT AND REVERSE SIDES.

NOTICE TO BUYER—DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

BUYER (SEAL) Date

You are the BUYER(S). **GRACE A. BATHLEY** 406 WALKER ST OSCEOLA HILLS, PA 16866  
Name(s) Address(es) Zip Code(s)

This Contract is between Seller and Buyer. All disclosures have been made by Seller. Seller intends to assign this Contract to the Assignee.

If there is more than one Buyer, each promises separately and together, to pay all sums due us and to perform all agreements in this Contract.

Itemization of Amount Financed:

TRADE-IN: You have traded in the following vehicle: **1990 CHEVROLET BERETTA**  
Year and Make Description

Cash Price: **\$12,711.00**  
Cash Downpayment: **N/A**

If a balance is still owing on the vehicle you have traded in, the Seller will pay off this amount on your behalf. You warrant and represent to us that any Trade-In is free from lien, claim, encumbrance or security interest, except as shown in the Itemization of Amount Financed as the "Lien Payoff."

Value of Trade-In: **\$8000.00**  
Lien Payoff to **AUREL BANK**

CREDIT INSURANCE IS NOT REQUIRED: Credit Life Insurance and Credit Disability Insurance are not required to obtain credit, and will not be provided unless you sign below and agree to pay the additional cost(s). Please read the NOTICE OF PROPOSED CREDIT INSURANCE on the reverse side. Your insurance certificate or policy will tell you the MAXIMUM amount of insurance available. All insurance purchased will be for the term of the credit.

Unpaid Cash Price Balance: **\$11817.00**

By signing, you select Single Credit Life Insurance. What is your age? **249.48**  
which costs \$ **249.48** per month (months) aged **0** Years

To Credit Insurance Company: **\$55.43** per month

Signature of Buyer to be insured for Single Credit Life Insurance

To Public Officials for: License, Tags and Registration: **\$28.50**

By signing, you both select Joint Credit Life Insurance. What are your ages? **17A** and **17A**  
Credit Life Insurance, which costs \$ **17A** per month (months) aged **17A** Years

Lien Fee: **\$5.00**  
To **FREEDOM FORD SALES**

Signatures of both Buyers to be insured for Joint Credit Life Insurance

To Others on Your Behalf (We may retain part): **N/A**

VEHICLE: You have agreed to purchase under the terms of this Contract the following motor vehicle and its extra equipment, which is called the "Vehicle" in this Contract: **1994 MAZDA 626 SED**  
Year and Make Series Color Body Style

Amount Financed: **\$2559.21**

USED **1994 MAZDA 626 SED**  
Equipped: **AT, P.S., AM-FM Stereo, 5 Spk, Other**

Finance Charge: **\$2559.21**

ASSIGNEE: We may assign this Contract and Security Agreement to a sales finance company which is the "Assignee." If the Assignee assigns the Contract to a subsequent assignee, the term also refers to such subsequent assignee. After the assignment, all rights and benefits of the Seller in this Contract and in the Security Agreement shall belong to and be enforceable by the Assignee. The Assignee will notify you when and if Seller makes an assignment.

Total of Payments (Time Balance): **\$15305.26**

**LAUREL BANK**  
532-534 Main Street, Johnstown, PA 15901

Payment Schedule - You agree to pay to us the Amount Financed plus interest in **47** payments of **\$318.86**

CO-SIGNER: Any person signing the Co-Signer's Agreement below promises separately and together with all Co-Signer(s) and Buyer(s) to pay all sums due and to perform all agreements in this Contract. Co-Signer will not be an Owner of the Vehicle. **2101VH12 20 20000 10**  
CO-OWNER: Any person signing the Co-Owner's Security Agreement below gives us a security interest in the Vehicle and agrees separately and together with all Co-Owner(s) and Buyer(s), to perform all agreements in the Security Agreement and all other parts of this Contract except the "Promise to Pay" section.

each and a final payment of **\$318.86** on **11/11/99**  
and then payments will be due on that same day of each month following.

TERMS: The terms shown in the boxes above are part of this Contract.

SECURITY AGREEMENT: To secure the payment of all sums due and the performance of all required obligations under this Contract, you give a security interest in the Vehicle, in all parts (called "accessions") attached to the Vehicle at any later time, and in any proceeds of the Vehicle, including insurance proceeds. The Assignee may set off any amounts due and unpaid under this Contract against any of your money on deposit with Assignee. This includes any money which is now or may in the future be deposited with Assignee by you. Assignee may do this without any prior notice to you.

PROMISE TO PAY: You agree to pay us the total sale price for the Vehicle by making the Cash Downpayment, assigning the Trade-In, if shown above, and paying us the Amount Financed plus interest. You promise to make payments in accordance with the Payment Schedule. You promise to make payments on or before the same day of each month as the first payment due date. You agree to pay all other amounts which may become due under the terms of this Contract. You agree to pay the Seller or Assignee costs of suit. You also agree to pay reasonable attorneys' fees if Seller or Assignee hires an attorney to collect amounts due under this Contract or to protect or get possession of the Vehicle. You agree to make payments at the place or to send payments to the address which the Assignee most recently specifies in the written notice to you.

ADDITIONAL TERMS AND CONDITIONS: THIS CONTRACT CONTINUES ON THE REVERSE SIDE. YOU ARE OBLIGATED TO ALL THE TERMS OF THE CONTRACT WHICH APPEAR ON THE FRONT AND REVERSE SIDES.

By signing below, we agree to sell the Vehicle to you under the terms of this Contract.

NOTICE TO BUYER—DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

**FREEDOM FORD SALES, INC.**  
SELLER **02/02/99**  
BY **TRP/L** Date

**02/02/99**  
BUYER (Seal) Date  
BUYER (Seal) Date

CO-SIGNER: YOU SHOULD READ THE NOTICE TO CO-SIGNER, WHICH HAS BEEN GIVEN TO YOU ON A SEPARATE DOCUMENT, BEFORE SIGNING THE CO-SIGNER'S AGREEMENT.  
CO-SIGNER'S AGREEMENT: You, the person (or persons) signing below as "Co-Signer," promise to pay to us all sums due on this Contract and to perform all agreements in this Contract. You intend to be legally bound by all the terms of this Contract, separately and together, with the Buyer. You are making this promise to induce us to make this Contract with the Buyer, even though we will use the proceeds only for the Buyer's benefit. You agree to pay even though we may not have made any prior demand for payment on the Buyer or exercised our security interest. You also acknowledge receiving a completed copy of this Contract.

CO-OWNER'S SECURITY AGREEMENT: You, the person signing below as "Co-Owner," together with the Buyer or otherwise being all of the Owners of the Vehicle, give us a Security Interest in the Vehicle identified above. You agree to be bound by the terms of the Security Agreement and all other parts of this Contract except the "Promise to Pay" section. You are giving us the security interest to induce us to make this Contract with the Buyer, and to secure the payment by the Buyer of all sums due on this Contract. You will not be responsible for any deficiency which might be due after repossession and sale of the Vehicle.

Co-Signer's Signature (Seal) Address Date  
Co-Signer's Signature (Seal) Address Date

Co-Owner's Signature (Seal) Address Date

BUYER, CO-SIGNER AND CO-OWNER, AS APPLICABLE, ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS CONTRACT AT THE TIME OF SIGNING.

BUYER, CO-SIGNER AND CO-OWNER, AS APPLICABLE, ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS CONTRACT AT THE TIME OF SIGNING.

BUYER **02/02/99**  
BY **TRP/L** Date  
CO-SIGNER **02/02/99**  
BY **TRP/L** Date  
CO-SIGNER OR CO-OWNER **02/02/99**  
BY **TRP/L** Date

BUYER, CO-SIGNER AND CO-OWNER, AS APPLICABLE, ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS CONTRACT AT THE TIME OF SIGNING.



# ADDITIONAL TERMS AND CONDITIONS

1. **HOW THE TOTAL OF PAYMENTS IS COMPUTED:** The Total of Payments is the sum of the Amount Financed and the Finance Charge. The Finance Charge consists solely of interest computed daily on the outstanding balance of the Amount Financed. The Finance Charge shown on the front side has been computed on the assumption that we will receive all payments on their scheduled due dates.

2. **COMPUTING INTEREST:** We will charge interest on a daily basis on the outstanding balance subject to interest on each day of the loan term. The daily interest rate is equal to the Annual Percentage Rate divided by the number of days in that calendar year. Buyer agrees that because interest is calculated on a daily basis, late payments will result in additional interest (and, if applicable, a late charge). Early payments will result in less interest being charged. Early and/or late payments will cause the amount of the final payment to change.

3. **LATE CHARGE:** Buyer agrees to pay a late charge for any payment not made within 10 days after its due date. The late charge will be 2% per month on the unpaid amount of the payment. We will consider any part of a month in excess of 10 days to be a full month. The late charge will be due when earned. No late charge will be due if the reason that the payment is late is because, after default, the entire outstanding balance on this Contract is due. No late charge will be due if the only reason that the payment is late is because of a late charge assessed on an earlier payment.

4. **APPLICATION OF PAYMENTS:** We will apply payments in the following order of priority: first to interest; and then to principal, late charges, fees, and any other amounts you owe in the order that we may choose.

5. **PREPAYMENT:** You may prepay, in full or in part, the amount owed on this Contract at any time without penalty. If you prepay the Contract in part, you agree to continue to make regularly scheduled payments until you pay all amounts due under this Contract. This will reduce the number of payments you will make.

## 6. **WAIVERS:**

a. **WAIVER BY SELLER AND ASSIGNEE:** We and Assignee waive the right to treat any property as security for the repayment of this Contract, except for the Vehicle and the other security specifically mentioned in this Contract.

b. **WAIVERS BY BUYER, CO-SIGNER AND CO-OWNER:** You agree to make all payments on or before they are due without our having to ask. If you don't, we may enforce our rights without notifying you in advance. You give up any right you may have to require that we enforce our rights against some other person or property before we enforce our rights against you. You agree that we may give up our rights against some other person but not against you. You waive due diligence in collection and all defenses based on suretyship and impairment of collateral or security.

7. **INTEREST AFTER MATURITY AND JUDGMENT:** Interest at the rate provided in this Contract shall continue to accrue on the unpaid balance until paid in full, even after maturity and/or after we get a judgment against you for the amounts due. This will apply even if the maturity occurs because of acceleration. If at any time interest as provided for in this paragraph is not permitted by law, interest shall accrue at the highest rate allowed by applicable law beginning at that time.

8. **YOUR PROMISES ABOUT OUR SECURITY INTEREST:** You will not permit anyone other than us to obtain a security interest or other rights in the Vehicle. You will pay all filing fees necessary for us to obtain and maintain our security interest in the Vehicle. You will assist us in having our security interest noted on the Certificate of Title to the Vehicle. You will not sell or give away the Vehicle. If someone puts a lien on the Vehicle, you will pay the obligation and clear the lien.

9. **YOUR PROMISES ABOUT THE VEHICLE:** You will keep the Vehicle in good condition and repair. You will pay all taxes and charges on the Vehicle. You will pay all costs of maintaining the Vehicle. You will not abuse the Vehicle or permit anything to be done to the Vehicle which will reduce its value, other than for normal wear and use. You will not use the Vehicle for illegal purposes or for hire or lease. You will not move the Vehicle from your address shown on the front of this Contract to a new permanent place of garaging without notifying us in advance.

10. **YOUR PROMISES ABOUT INSURANCE:** You will keep the Vehicle insured against fire, theft and collision until all sums due us are paid in full. The insurance coverage must be satisfactory to us and protect your interests and our interests at the time of any insured loss. The insurance must name us as "loss-payee" on the policy. The insurance must be written by an insurance company qualified to do business in Pennsylvania and licensed to sell insurance in the state where the Vehicle is permanently garaged. The insurance policy must provide us with at least 10 days' prior written notice of any cancellation or reduction in coverage. On request, you shall deliver the policy or other evidence of insurance coverage to us. In the event of any loss or damage to the Vehicle, you will immediately notify us in writing and file a proof of loss with the insurer. We may file a proof of loss on your behalf if you fail or refuse to do so. We may endorse your name to any check, draft or other instrument we receive in payment of an insured loss or returned insurance premiums. We may apply any insurance proceeds we receive to repair or replace the Vehicle if, in our opinion, it is economically feasible and you are not then in default under this Contract. Otherwise, we will apply the insurance proceeds to reduce the unpaid balance due us.

11. **OUR RIGHTS IF YOU BREAK YOUR PROMISES ABOUT THE SECURITY INTEREST, VEHICLE OR INSURANCE:** If you fail to keep your promises to pay filing fees, taxes, liens or the costs necessary to keep the Vehicle in good condition and repair, we may advance any money you promised to pay. If you fail to keep your promises about required insurance, we may advance money to obtain insurance to cover loss or damage to the Vehicle. We have the choice of whether or not to advance any money for these purposes. Such insurance will be limited to an amount not greater than what you owe on this Contract. **THE INSURANCE WE PURCHASE MAY BE SIGNIFICANTLY MORE EXPENSIVE AND PROVIDE YOU LESS COVERAGE THAN INSURANCE YOU COULD PURCHASE YOURSELF.**

We will add any money we advance on your behalf to the balance on which we impose Finance Charges at the Annual Percentage Rate of this Contract. You agree to repay the money advanced as we alone may specify: (i) immediately on demand, or (ii) along with your monthly payments. If we choose to allow you to repay the money advanced along with your monthly payments, we can choose the amount of these payments and how long you have to repay. If

any of our rights stated in this paragraph are not permitted by law, we still have the other rights mentioned. Our payments on your behalf will not cure your failure to perform your promises in this Contract.

12. **DEFAULT:** In this paragraph "You" means the Buyer, Co-Signer and Co-Owner, or any one of them. You will be in "Default" of the Contract if any one or more of the following things happen:

- a. You do not make any payment on or before it is due; or
- b. You do not keep any promise you made in this Contract; or
- c. You do not keep any promise you made in another Contract, Note, Loan or Agreement with Seller or Assignee; or
- d. You made any untrue statement in the credit application for this Contract; or
- e. You committed any forgery in connection with this Contract; or
- f. You die, are convicted of a crime involving fraud or dishonesty, or are found by a court with jurisdiction to do so to be incapacitated; or
- g. You file bankruptcy or insolvency proceedings, or anyone files bankruptcy or insolvency proceedings against you; or
- h. You take the Vehicle outside the United States or Canada without our written consent; or
- i. You use the Vehicle or allow someone else to use it in a way that causes it not to be covered by your insurance; or
- j. You do something that causes the Vehicle to be subject to confiscation by government authorities; or
- k. The Vehicle is lost, stolen, destroyed or damaged beyond economical repair, and not fixed or found within a reasonable time; or
- l. Another creditor tries to take the Vehicle or your money on deposit with Assignee by legal process.

13. **OUR RIGHTS IF YOU ARE IN DEFAULT OF THIS CONTRACT:** If you are in Default of this Contract, we may enforce our rights according to law. We may also do the things specifically mentioned in this Contract. We may do one of these things and at the same time or later do another. Some of the things we may do are the following:

- a. **ACCELERATION:** We can demand that you pay to us the entire unpaid balance owing on the Contract and all unpaid Finance Charges and other money due. You agree that you will pay this money to us in one single payment immediately upon receiving our demand.
- b. **REPOSSESSION:** We can repossess the Vehicle, unless prohibited by law. We can do this ourselves, have a qualified person do it for us, or have a government official (by replevin) do it for us. You agree that we can peaceably come on to your property to do this. We may take any other things found in the Vehicle, but will return these things to you if you ask. If you want these things back, you agree to ask us in a letter sent to us by certified mail within 24 hours. If you do not send us this letter, you give up any claim to these things. You agree that we may use your license plates in repossessing the Vehicle and taking it to a place for storage.
- c. **VOLUNTARY DELIVERY:** We can ask you to give us the Vehicle at a reasonably convenient place. You agree to give us the Vehicle if we ask.
- d. **DELAY IN ENFORCEMENT:** We can delay enforcing our rights under this Contract without losing any rights.

14. **ACCELERATION OF THE OUTSTANDING BALANCE:** If Borrower (or any one of them if there is more than one) is now or becomes in the future an executive officer of the Lender with respect to whom federal law requires that all credit granted by Lender be due and payable on demand, then, during such times as federal law so requires, all credit granted shall be due and payable on demand. If the credit is due and payable on demand, Lender can at such times require that the entire outstanding balance be paid immediately in one payment and, subject to applicable law, Borrower will be in default of this Agreement if payment is not made as required.

15. **SOME THINGS YOU SHOULD KNOW IF WE REPOSSESS THE VEHICLE:** If we repossess without using a government official (by replevin):

- a. **NOTICE:** We will send you a Notice of Repossession to your last address we know about. This Notice will tell you how to buy back (redeem) the Vehicle. You will NOT have the right to reinstate the Contract. This means you will have to pay the total balance on the Contract and other amounts due. You may not get the Vehicle back by paying delinquent installments. This Notice will tell you other information required by law.
- b. **REDEMPTION:** You have the right to buy back (redeem) the Vehicle within 15 days of the mailing of the Notice and at any later time before we sell the Vehicle. If you do not redeem, you give up all claim to the Vehicle.

c. **SALE:** If you don't redeem, we will sell the Vehicle. The money received at sale will be used to pay costs and expenses you owe, and then to pay the amount you owe on the Contract.

d. **SURPLUS OR DEFICIENCY:** If there is money left, we will pay it to the Buyer. If there is not enough money from the sale to pay what you owe, Buyer and Co-Signer agree to pay what is still owed to us.

e. **EXPENSES:** You agree to pay the costs of repossessing, storing, repairing, preparing for sale and selling the Vehicle as may be allowed by law. These costs will only be due if:

1. Default exceeds fifteen (15) days at the time of repossession;
2. The amount of costs are actual, necessary and reasonable; and
3. We can prove the costs were paid.

16. **HEIRS AND PERSONAL REPRESENTATIVES BOUND:** After your death, this Contract shall be enforceable against your heirs and personal representatives of your estate.

17. **GOVERNING LAW:** This Contract is to be interpreted according to the law of Pennsylvania.

18. **SEVERABILITY OF PROVISIONS:** If for any reason any part of this Contract shall become illegal, void or unenforceable, that part shall not be a part of this Contract.

19. **ASSIGNMENT BY BUYER:** Buyer shall not assign this Contract.

20. **THERE ARE NO WARRANTIES BY SELLER, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, UNLESS WE HAVE GIVEN YOU A SEPARATE WRITTEN WARRANTY.**

**Buyer's Guide Window Sticker.** If the Car which is described on the face of this Contract has a Buyer's Guide Window Sticker required by the Federal Trade Commission Used Car Trade Regulation Rule, the following notice applies:

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

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

## NOTICE OF PROPOSED CREDIT INSURANCE

The signer(s) of this Contract hereby take(s) notice that Group Credit Life Insurance coverage or Group Credit Accident and Disability Insurance coverage will be applicable to this Contract if so marked on the front of this Contract, and each such type of coverage will be written by the insurance company named. This insurance, subject to acceptance by the insurer, covers only the person or persons signing the request for such insurance. The amount of charge is indicated for each type of Credit Insurance to be purchased. The term of insurance will commence as of the date the indebtedness is incurred and will expire on the original scheduled maturity date of the indebtedness. Subject to acceptance by the insurer and within 30 days, there will be delivered to the insured debtor(s) a certificate of insurance more fully describing the insurance. In the event of prepayment of the indebtedness, a refund of insurance charges will be made when due.

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION.

I, **CHARLES J. HORN**, Agent for Laurel Bank, verify that the statements made in this Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

A handwritten signature in black ink, appearing to read "Charles J. Horn", is written over a horizontal line.

Charles J. Horn, Agent for Laurel Bank

Dated: March 10, 2000

THOMAS A. YOUNG

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LAUREL BANK

00-329-CD

VS

BAINEY, CRAIG A.

COMPLAINT

SHERIFF RETURNS

NOW MARCH 30, 2000 AT 1:56 PM EST SERVED THE WITHIN COMPLAINT ON JAMES L. SMEAL, DEFENDANT AT RESIDENCE, RD#1 BOX 658, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JAMES L. SMEAL A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF. SERVED BY: DAVIS/MORGILLO.

NOW APRIL 7, 2000, DENNY NAU, SHERIFF OF CENTRE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON CRAIG A. BAINEY, DEFENDANT.

NOW APRIL 13, 2000 SERVED THE WITHIN COMPLAINT ON CRAIG A. BAINEY, DEFENDANT BY DEPUTIZING THE SHERIFF OF CENTRE COUNTY THE RETURN OF SHERIFF NAU IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED SHERRY-ANN LLOYD, ADULT IN CHARGE OF RESIDENCE.

44.28 SHFF. HAWKINS PAID BY: PLFF.  
43.00 SHFF. NAU PAID BY: PLFF.  
20.00 SURCHARGE PAID BY: PLFF.

SWORN TO BEFORE ME THIS

3RD DAY OF MAY 2000  
[Signature]

SO ANSWERS,

Chester A. Hawkins  
by Marilyn [Signature]

CHESTER A. HAWKINS  
SHERIFF

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

FILED

MAY 03 2000

3:45  
William A. Shaw  
Prothonotary [Signature]

# SHERIFF'S OFFICE

## CENTRE COUNTY

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

### SHERIFF SERVICE PROCESS RECEIPT, AND AFFIDAVIT OF RETURN

INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. please type or print legibly. Do Not detach any copies.

1. Plaintiff(s) <u>Laurel Bank</u>	2. Case Number <u>00-329-CO</u>
3. Defendant(s) <u>Craig A. Baine</u>	4. Type of Writ or Complaint: <u>Complaint</u>
5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold. <u>Craig A. Baine</u>	
6. Address (Street or RFD, Apartment No./City, Boro, Twp., State and Zip Code) <u>408 Walker St. Osceola Mills, PA</u>	
7. Indicate unusual service: Reg Mail Certified Mail Deputize Post Other	

Now, \_\_\_\_\_ 20\_\_\_\_, I SHERIFF OF CENTRE COUNTY, PA., do hereby deputize the Sheriff of \_\_\_\_\_ County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff. \_\_\_\_\_  
Sheriff of Centre County

### 8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE

**NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN** - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

9. Print/Type Name and Address of Attorney/Originator	10. Telephone Number	11. Date
12. Signature		

### SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE

13. I acknowledge receipt of the writ or complaint as indicated above.	SIGNATURE of Authorized CCSD Deputy of Clerk and Title	14. Date Filed	15. Expiration/Hearing Date
--	--	----------------	-----------------------------

### TO BE COMPLETED BY SHERIFF

16. Served and made known to Sherry-Ann L Lloyd, on the 13<sup>th</sup> day of April, 20 00, at 10:52 o'clock, A m., at Same as above, County of Centre

Commonwealth of Pennsylvania, in the manner described below:

Defendant(s) personally served.

Adult family member with whom said Defendant(s) resides(s). Relationship is \_\_\_\_\_

☒ Adult in charge of Defendant's residence.

Manager/Clerk of place of lodging in which Defendant(s) resides(s).

Agent or person in charge of Defendant's office or usual place of business.

\_\_\_\_\_ and officer of said Defendant company.

Other \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock, \_\_\_\_\_ M.

Defendant not found because:

Moved

Unknown

No Answer

Vacant

Other \_\_\_\_\_

Remarks:

Advance Costs	Docket	Service	Sur Charge	Affidavit	Mileage	Postage	Misc.	Total Costs	Costs Due or Refund
\$75.00	9.00	9.00	0	2.50	21.00	.50	1.00	43.00	\$32.00

17. AFFIRMED and subscribed to before me this <u>18</u> day of <u>April</u> , 20 <u>00</u> <u>Corinne Peters</u> Notary Public Bellefonte Boro, Centre County My Commission Expires Aug. 28, 2001	18. Signature of Dep. Sheriff <u>[Signature]</u>	19. Date <u>4/18/00</u>
21. Signature of Sheriff		22. Date
SHERIFF OF CENTRE COUNTY		
Amount Pd.		Page
24. I ACKNOWLEDGE RECEIPT OF SHERIFF'S RETURN SIGNATURE OF AUTHORIZED AUTHORITY AND TITLE.		25. Date Received



# Sheriff's Office Clearfield County

SUITE 116  
1 NORTH SECOND STREET - COURTHOUSE  
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641  
AFTER 4:00 P.M. (814) 765-1533  
CLEARFIELD COUNTY FAX  
(814) 765-6089

CHESTER A. HAWKINS  
SHERIFF

DARLENE SHULTZ  
CHIEF DEPUTY  
MARGARET PUTT  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK  
PETER F. SMITH  
SOLICITOR

## DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LAUREL BANK

NO. 00-329-CD

VS

ACTION: COMPLAINT

CRAIG A. BAINY

SERVE BY: 4/14/00

or

HEARING DATE:

\*\*\*\*\*

SERVE: CRAIG A. BAINY

ADDRESS: 408 Walker St., Osceola Mills, Pa. (We tried but it's your side)

\*\*\*\*\*

Know all men by these presents, that I, CHESTER A. HAWKINS,  
HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby  
deputize the SHERIFF of CENTRE County to execute this writ.

This deputation being made at the request and risk of the plaintiff  
this 7th day of APRIL 2000.

Respectfully,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY

MAKE REFUND PAYABLE TO: LAUREL BANK

4-12  
1222-AA \$  
75.00

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

LAUREL BANK,

Plaintiff

vs.

CRAIG A. BAINEY and  
JAMES L. SMEAL,

Defendants

\*

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No. 00-329-CD

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TYPE OF PLEADING:

PRAECIPE FOR ENTRY

OF APPEARANCE

\*

\*

FILED ON BEHALF OF:

James L. Smeal, Defendant

\*

\*

\*

\*

ATTORNEY FOR DEFENDANT

JAMES L. SMEAL:

David C. Mason, Esquire

Supreme Court ID #39180

MASON LAW OFFICE

P.O. Box 28

Philipsburg, PA 16866

(814) 342-2240

**FILED**

**MAY 04 2000**

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

LAUREL BANK,

Plaintiff

vs.

CRAIG A. BAINEY and  
JAMES L. SMEAL,

Defendants

\*

\*No. 00-329-CD

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PRAECIPE FOR ENTRY OF APPEARANCE

TO THE PROTHONOTARY OF SAID COURT:

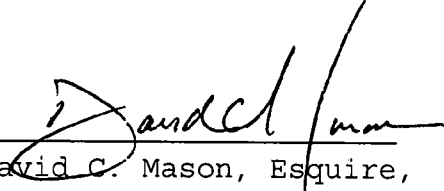
Kindly enter my appearance on the behalf of the above named  
Defendant, James L. Smeal.

MASON LAW OFFICE

DATED:

5/3/06

By:

  
David C. Mason, Esquire,  
Attorney for Defendant  
James L. Smeal

FILED

MAY 04 2000

MJS/HJC

William A. Shaw

Prothonotary

*ES*



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

LAUREL BANK,

Plaintiff

vs.

CRAIG A. BAINEY and

JAMES L. SMEAL,

Defendants

\*

\*No. 00-329-CD

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TYPE OF PLEADING:  
DEFENDANTS' ANSWER  
CONTAINING NEW MATTER

\*

FILED ON BEHALF OF:  
JAMES L. SMEAL, DEFENDANT

\*

\*

\*

\*

ATTORNEY FOR DEFENDANT

\*

JAMES L. SMEAL:

\*

David C. Mason, Esquire

\*

Supreme Court ID #39180

\*

MASON LAW OFFICE

\*

P.O. Box 28

\*

Philipsburg, PA 16866

\*

(814) 342-2240

**FILED**

**MAY 04 2000**

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

LAUREL BANK,

Plaintiff

vs.

CRAIG A. BAINEY and

JAMES L. SMEAL,

Defendants

\*

\*No. 00-329-CD

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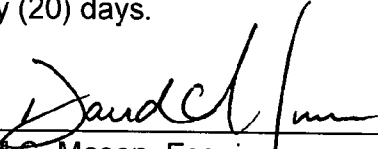
\*

**NOTICE TO PLEAD**

TO THE PLAINTIFF:

Pursuant to the Rules of Civil Procedure, you are required to plead to the within  
NEW MATTER of Answering Defendant within twenty (20) days.

DATE: 5/3/00

  
\_\_\_\_\_  
David C. Mason, Esquire  
Attorney for Defendant, James L. Smeal

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

LAUREL BANK,

Plaintiff

vs.

CRAIG A. BAINEY and  
JAMES L. SMEAL,

Defendants

\*

\*No. 00-329-CD

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**DEFENDANTS' ANSWER CONTAINING NEW MATTER**

**AND NOW COMES** Defendant, James L. Smeal, by and through his attorney **DAVID C. MASON, ESQUIRE**, who files the following Answer Containing New Matter:

1. **DENIED.** After reasonable investigation, answering Defendant is without knowledge or information sufficient to form a belief as to the truth of the factual statements contained therein.

2. **ADMITTED.**

3. **ADMITTED.**

4. **ADMITTED.**

5. **ADMITTED IN PART AND DENIED IN PART.** It is admitted that the Motor Vehicle Installment Sales Contract which is attached as Exhibit "A" to Plaintiff's Complaint contains a promise to repay Plaintiff. The balance of the averments contained in paragraph 5 are denied and strict proof thereof is demanded at the time of trial.

6. **DENIED.** After reasonable investigation, answering Defendant is without knowledge or information sufficient to form a belief as to the averment contained in paragraph 6 and strict proof, to the extent deemed relevant, is demanded at the time of

trial. By way of further answer, answering Defendant admits that he has not made any monthly payments.

**7. ADMITTED.**

8. **DENIED.** It is denied that the Plaintiff is entitled to collect any attorney's fee and it is further denied that fifteen (15%) percent is a reasonable attorney's fee.

9. **DENIED.** The allegations contained in paragraph 9 of Plaintiff's Complaint are denied. Answering Defendant does not owe Plaintiff the sum of \$11,489.25, nor interest, nor attorney's fees.

10. **ADMITTED IN PART AND DENIED IN PART.** It is admitted that James L. Smeal signed the document identified as Exhibit "B", attached to Plaintiff's Complaint. All other averments contained in paragraph 10 are denied, as the document is a writing and as such, it speaks for itself.

**NEW MATTER**

11. Answering Defendant, James L. Smeal, was a "co-signor" on this loan.

12. Both the Motor Vehicle Installment Sales Contract and the Guaranty and Surety Agreement require the Note holder to record a lien on the certificate of title for the subject matter of the Motor Vehicle Installment Sales Contract.

13. A condition of James L. Smeal's execution of the Guaranty and Surety Agreement was that Freedom Ford Sales, Inc., and Laurel Bank, Plaintiff herein, would encumber the Certificate of Title to a 1994 Mazda 626 Sedan by the placement of a lien on the title in favor of Laurel Bank for the loan described in Plaintiff's Complaint.

14. Plaintiff Laurel Bank neglected, failed and refused to see to the proper filing of the lien on the Certificate of Title. The lien for the loan to Laurel Bank described in Plaintiff's Complaint was not placed on the Certificate of Title.

15. Plaintiff failed to preserve its right in the collateral, and also failed to protect answering Defendant, James L. Smeal, against the dissipation or disposition of the 1994 Mazda.

16 Defendant Craig A. Baine and/or James L. Smeal paid Plaintiff Laurel Bank for the placement of an encumbrance on the Certificate of Title.

17. Plaintiff Laurel Bank has failed to uphold its part of the Agreement by seeing to the placement of an encumbrance on the Certificate of Title to the 1994 Mazda and should be estopped from attempting collection of this debt from the co-signor.

**WHEREFORE**, Answering Defendant prays your Honorable Court for the entry of an Order dismissing Plaintiff's Complaint, with prejudice, and awarding answering Defendant his costs in accordance with law and such other relief as the Court deems just and proper.

**MASON LAW OFFICE**

By: 

David C. Mason, Esquire

VERIFICATION

I hereby verify that the answers set forth in the foregoing ANSWER CONTAINING NEW MATTER are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.

DATED: *MAY 3, 2000*

*James L. Smeal*  
James L. Smeal

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

LAUREL BANK,

Plaintiff

vs.

CRAIG A. BAINEY and

JAMES L. SMEAL,

Defendants

\*

\*No. 00-329-CD

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**CERTIFICATE OF SERVICE**

I, DAVID C. MASON, Esquire, do hereby certify that I served a true and correct copy of DEFENDANTS' ANSWER CONTAINING NEW MATTER filed to the above captioned action, by placing the same in the United States mail, postage prepaid and addressed as follows:

Thomas A. Young, Esquire  
300 Penn Traffic Building  
Johnstown, PA 15901

MASON LAW OFFICE

DATED: 5/3/00

By:

  
David C. Mason, Esquire  
Attorney for Defendant

FILED

MAY 04 2000  
M1151110CC  
William A. Shaw  
Prothonotary  
*WAS*



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LAUREL BANK,

Plaintiff

Versus

No. 00-329-CD

23 CRAIG A. BAINY and

JAMES L. SMEAL,

Defendants

Please enter judgment in favor of the Plaintiff, Laurel Bank, and against the Defendant, Craig A. Baine, in the amount of \$13,212.64, for failure to file an Answer or enter an appearance. I hereby certify that a written notice of the intention to file this Praecipe was sent to the Defendant, as can be seen from the attached Notice and Certificate of Mailing.

*James A. Young*  
Attorney for Plaintiff

To Prothonotary of said County

May 24, 2000

xxix

FILED

MAY 25 2000

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LAUREL BANK,

Plaintiff

Versus

No. 00-329-CD

23 CRAIG A. BAINEY and

JAMES L. SMEAL,

Defendants

Please enter judgment in favor of the Plaintiff, Laurel Bank, and against the Defendant, Craig A. Baine, in the amount of \$13,212.64, for failure to file an Answer or enter an appearance. I hereby certify that a written notice of the intention to file this Praecipe was sent to the Defendant, as can be seen from the attached Notice and Certificate of Mailing.

  
Attorney for Plaintiff

To Prothonotary of said County

May 24, 2000

xxix

FILED

MAY 25 2000

William A. Shaw  
Prothonotary

LAUREL BANK,

Plaintiff

vs.

CRAIG A. BAINEY and  
JAMES L. SMEAL,

Defendants

( IN THE COURT OF COMMON PLEAS OF  
) CLEARFIELD COUNTY, PENNSYLVANIA

(  
) No. 00-329-CD

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To: **CRAIG A. BAINEY**

Date of Notice: **May 8, 2000**

**IMPORTANT NOTICE**

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 REACH A LAWYER BY TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHAT TO DO FOR LEGAL HELP.

David S. Meholick, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830

Telephone: (814) 765-2641, Ext. 5982

/s/ Thomas A. Young

Attorney for Plaintiff  
300 Penn Traffic Building  
Johnstown, PA 15901

Affix fee here in stamps  
or meter postage and  
post mark. Inquire of  
Postmaster for current  
fee.



<b>U.S. POSTAL SERVICE</b>	
<b>CERTIFICATE OF MAILING</b>	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	Thomas A. Young, Esq.
	300 Penn Traffic Building
	Johnstown, PA 15901
One piece of ordinary mail addressed to:	Craig A. Baine
	408 Walker Street
	Osceola Mills, PA 16666

PS Form 3817, Mar. 1989

COPY

LAUREL BANK,

Plaintiff

vs.

CRAIG A. BAINEY and  
JAMES L. SMEAL,

Defendants )

( IN THE COURT OF COMMON PLEAS OF  
) CLEARFIELD COUNTY, PENNSYLVANIA

(  
) NO. 00-329-CD

(  
)  
)  
) CIVIL ACTION - LAW

**TO: CRAIG A. BAINEY**

Notice is given that a judgment in the above-captioned matter has been entered  
against you on May 25, 2000.



---

William Shaw, Prothonotary

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

COPY

LAURE BANK

Plaintiff(s)

vs.

CRAIG A. BAINEY and JAMES L. SMEAL

Defendant(s)

No. 00-329-CD

Real Debt \$13,212.64

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

Costs \$ \_\_\_\_\_

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

Entry \$20.00

Instrument Default Judgment

Date of Entry May 25 2000

Expires May 25, 2005

Certified from the record this 25th day of May, 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

FILED

MAY 25 1930  
MAY 25 1930  
WILLIAM A. SHAW  
Probationary

Young PC  
\$20.00.

Not to be. Bury

Statement to City Young

*[Signature]*

NO. 00-329-CD

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

LAUREL BANK,

Plaintiff

vs.

CRAIG A. BAINES and  
JAMES L. SNEAL,

Defendants

PRELIMINARY OBJECTIONS

FILED

MAY 3 2000  
11:30 NOC  
THOMAS A. SNEAL  
PROSECUTOR

THOMAS A. YOUNG  
ATTORNEY AT LAW  
SUITE 300 PENN TRAFFIC BUILDING  
WASHINGTON STREET  
JOHNSTOWN, PA 15901

THOMAS A. YOUNG  
ATTORNEY AT LAW  
SUITE 300 PENN TRAFFIC BUILDING  
WASHINGTON STREET  
JOHNSTOWN, PA 15901

CD

LAUREL BANK,

Plaintiff

vs.

CRAIG A. BAINEY and  
JAMES L. SMEAL,

Defendants )

( IN THE COURT OF COMMON PLEAS OF  
) CLEARFIELD COUNTY, PENNSYLVANIA

(  
) NO. 00-329-CD

(  
)  
( CIVIL ACTION - LAW

)

(

)

**PRELIMINARY OBJECTIONS**

**I. FAILURE OF PLEADING TO CONFORM TO LAW.**

The New Matter of the Defendant, James L. Smeal, asserts that it was a condition of the Defendant, James L. Smeal, executing the contract which is the subject of the Complaint that the title to a 1994 Mazda 626 Sedan would be encumbered in favor of the Plaintiff. Rule 1019(c) of the Pennsylvania Rules of Civil Procedure states that a denial of the performance of a condition shall be made specifically and with particularity. The Plaintiff is without knowledge as to how the Defendant, James L. Smeal, suggests such a condition was made.

**II. DEMURRER.**

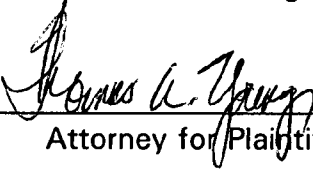
Plaintiff demurs to the material in Defendant's New Matter for the reason that the document itself does not substantiate Defendant's defense.

**WHEREFORE,** Plaintiff asks that the defense or defenses set forth in the New Matter of the Defendant, James L. Smeal, be stricken as being legally insufficient.

**FILED**

**MAY 25 2000**

William A. Shaw  
Prothonotary

  
\_\_\_\_\_  
Attorney for Plaintiff



LAUREL BANK,

Plaintiff

vs.

CRAIG A. BAINEY and  
JAMES L. SMEAL,

Defendants )

( IN THE COURT OF COMMON PLEAS OF  
) CLEARFIELD COUNTY, PENNSYLVANIA

(  
) NO. 00-329-CD

(  
)

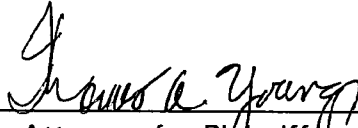
( CIVIL ACTION - LAW

)  
(

**CERTIFICATE OF SERVICE**

I, Thomas A. Young, Attorney for the Plaintiff, Laurel Bank, do hereby certify that I served a true and correct copy of the Plaintiff's Preliminary Objections filed in the above-captioned matter on the Defendant, James L. Smeal, by mailing the same by first class mail, postage prepaid, to his attorney of record, as follows:

David C. Mason, Esq.  
P. O. Box 28  
Philipsburg, PA 16866

  
\_\_\_\_\_  
Attorney for Plaintiff

Dated: May 24, 2000

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
LAUREL BANK,

CIVIL DIVISION

Plaintiff

vs.

NO. 00-329-CD

CRAIG A. BAINEY,

Defendant

ISSUE NO.

DOCUMENT:

Praecipe for Appearance

CODE:

FILED ON BEHALF OF:

Plaintiff

COUNSEL OF RECORD FOR THIS  
PARTY:

  X   David Abrams, Esquire  
          #15983  
       Ira R. Mazer, Esquire  
          #18163

ABRAMS & MAZER  
Firm No. 410  
Suite 207-Alstan Mall  
2526 Monroeville Blvd.  
Monroeville, PA 15146  
(412) 829-7733

**FILED**

AUG 29 2001  
m11040 lam nrc  
William A. Shaw  
Prothonotary 820

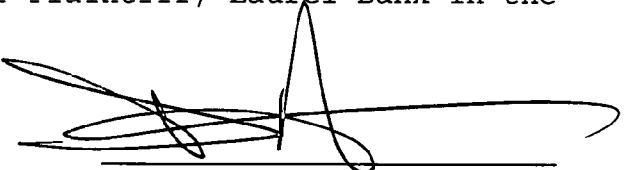
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

LAUREL BANK,	:	
Plaintiff	:	
vs.	:	NO. 00-329-CD
CRAIG A. BAINEY,	:	
Defendant	:	

PRAECIPE FOR APPEARANCE

To: WILLIAM A. SHAW, PROTHONOTARY

Kindly enter my appearance for Plaintiff, Laurel Bank in the  
above captioned matter.



\_\_\_\_\_  
DAVID ABRAMS, ESQUIRE

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

PROMISTAR BANK,

Plaintiff

VS

CRAIG A. BAINEY,

Defendant

NO. 00-329-CD

ISSUE NO.

DOCUMENT:

Notice of Deposition

CODE:

FILED ON BEHALF OF:

Plaintiff

COUNSEL OF RECORD FOR THIS  
PARTY:

  X   David Abrams, Esquire  
#15983  
       Ira R. Mazer, Esquire  
#18163

**FILED**

OCT 01 2001  
m11:48hcc  
William A. Shaw  
Prothonotary

ABRAMS & MAZER  
Firm No. 410  
Suite 207-Alstan Mall  
2526 Monroeville Blvd.  
Monroeville, PA 15146  
(412) 829-7733

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

PROMISTAR BANK, :  
 :  
Plaintiff :  
 : NO. 00-329-CD  
vs :  
 :  
CRAIG A. BAINEY, :  
 :  
Defendant :  
 :

NOTICE OF DEPOSITION

TO: CRAIG A. BAINEY  
408 WALKER STREET  
OSCEOLA MILLS, PA 16666-1618

Please take notice that the deposition of **CRAIG A. BAINEY** will be taken on the 11 day of October, 2001 at 10:00 o'clock A.M. at the offices of ABRAMS & MAZER, Attorneys at Law, Suite 207, Alstan Mall, Monroeville, PA 15146.

*The scope and purpose of this deposition is to inquire into all facts and circumstances surrounding the assets of Defendant(s) for purposes of discovery in aid of execution.*

You are required to bring with you any writing, drawing, graph, chart, photograph, phone record and other data, compilations from which information can be obtained which are in the possession of the Defendant(s), their agents, employees, representatives or attorneys or which are otherwise subject to his custody or control, which shall include but are not limited to the following:

1. *All checking accounts in the name of Defendant(s), individually, or in which Defendant(s) may have an interest for the period of 1 year to date.*
2. *All documents representing real estate transactions in which the Defendant(s) has an ownership interest anywhere in the United States.*
3. *Any agreements which Defendant(s) may have with respect to purchase of real estate.*
4. *Any deeds or mortgages which the Defendant(s) may own or have a right to or any interest in.*
5. *Any notes, judgments or evidences of indebtedness which are owed by third parties to the Defendant(s).*

6. Any insurance policies in which the Defendant(s) is named as owner or beneficiary.

7. Any evidences of ownership of government, municipal or corporate bonds or stock certificates.

8. Any evidences of ownership of safe deposit boxes or other safe keeping boxes and lists of items contained therein.

9. All copies of all documents where Defendant(s) is/are Plaintiff in any lawsuit.

10. All lists of any estates in which the Defendant(s) is/are or may become beneficiary of will inherit money or property in the United States.

11. All documents representing ownership of any annuities within which the Defendant(s) may be beneficiary or any trust fund for which Defendant(s) may be beneficiary and/or trustee.

12. A complete itemized list of all personal property owned by Defendant(s).

13. All Documents of title to which Defendant(s) has/have or may have an interest with respect to motor vehicles.

14. A complete list of all rental incomes which Defendant(s) has/have or may have.

15. All Copies of pension agreements in which Defendant(s) may have a beneficial interest.

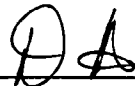
16. All other pertinent information respecting the ownership of property which Defendant(s) now have/has or may have in the future.

17. Photocopy of your 1999 and 2000 Income tax returns.

18. Award letter from state unemployment if either Defendant is presently unemployed, or proof of denial of unemployment compensation.

ABRAMS & MAZER

By: \_\_\_\_\_

  
DAVID ABRAMS, ESQUIRE

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

PROMISTAR BANK,

:

Plaintiff

:

NO. 00-329-CD

vs

:

CRAIG A. BAINEY,

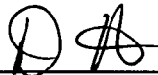
:

Defendant

:

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct photocopy of the Notice of Deposition was served by regular mail deposited from the Monroeville Branch of the U.S. Postal Service upon CRAIG A. BAINEY, 408 WALKER STREET, OSCEOLA MILLS, PA 16666-1618 on the 27 day of SEPTEMBER, 2001.



\_\_\_\_\_  
DAVID ABRAMS, ESQUIRE

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

PROMISTAR BANK,

Plaintiff

vs

CRAIG A. BAINEY,

Defendant

NO. 00-329-CD

ISSUE NO.

DOCUMENT:

Bill of Costs

CODE:

FILED ON BEHALF OF:

Plaintiff

COUNSEL OF RECORD FOR THIS  
PARTY:

  X   David Abrams, Esquire  
          #15983  
       Ira R. Mazer, Esquire  
          #18163

ABRAMS & MAZER  
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(412) 829-7733



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

PROMISTAR BANK,

Plaintiff

vs

CRAIG A. BAENEY,

Defendant

:

:

NO. 00-329-CD

:

:

:

BILL OF COSTS

Discovery in Aid of Execution -- Deposition \$ 150.00

TOTAL: \$ 150.00

ABRAMS & MAZER

BY: DA

DAVID ABRAMS, ESQUIRE

**FILED**

OCT 01 2001

m/1:48/no c

William A. Shaw  
Prothonotary

[Signature]