

00-628-CD  
S & T BANK -vs- RICHARD C. TRAVERS d/b/a TRAVERS TRUCKING

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

116

S&T BANK,

Plaintiff,

vs.

84  
114

RICHARD C. TRAVERS, d/b/a  
TRAVERS TRUCKING,

Defendant.

) CIVIL DIVISION  
)  
) NO.: 06-628-c0  
)  
) ISSUE NO.:  
)  
) TYPE OF PLEADING  
)  
) COMPLAINT IN REPLEVIN  
)  
)  
)  
)  
) FILED ON BEHALF OF:  
) S&T BANK, Plaintiff  
)  
) COUNSEL OF RECORD FOR THIS  
) PARTY:  
)  
) James F. Grenen, Esquire  
) Pa. I.D. #46478  
) Kevin D. Hughes, Esquire  
) Pa. I.D. #83291  
)  
) GRENEN & BIRSIC, P.C.  
)  
) One Gateway Center, Nine West  
) Pittsburgh, PA 15222  
)  
) (412) 281-7650

FILED

MAY 26 2000

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK,	)	CIVIL DIVISION
	)	
	)	NO.:
Plaintiff,	)	
vs.	)	
	)	
RICHARD C. TRAVERS, d/b/a	)	
TRAVERS TRUCKING,	)	
	)	
Defendant.	)	

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claim 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 SHOULD 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.

Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
Telephone: (800) 692-7375

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK,	)	CIVIL DIVISION
	)	
	)	NO.:
Plaintiff,	)	
vs.	)	
	)	
RICHARD C. TRAVERS, d/b/a	)	
TRAVERS TRUCKING,	)	
	)	
Defendant.	)	

COMPLAINT IN REPLEVIN

S&T Bank, by its counsel, Grenen & Birsic, P.C., files this Complaint in Replevin against Charles D. Overly, Jr. and Rose M. Overly, and avers as follows:

1. The Plaintiff is S&T Bank, which has its principal place of business at 800 Philadelphia Street, Indiana, PA 15701 (hereinafter referred to as "Plaintiff").

2. Defendant is Richard C. Travers, d/b/a Travers Trucking, whose last known mailing address was P.O. Box 260, Brockway, PA 15824 (hereinafter referred to as "Defendant").

3. On or about December 5, 1994, Defendant executed and delivered to Plaintiff a certain Vehicle Installment Sale Contract (hereinafter "Contract") in the original principal amount of \$25,014.51, which Contract granted Plaintiff a first priority

security interest in a certain 1994 Ford F350 Crew Cab Truck, VIN #2FTJW35K8RCA00073 (hereinafter "Truck"). A true and correct copy of said Contract is marked Exhibit "A", attached hereto and made a part hereof.

4. Plaintiff perfected its security interest in the Truck by obtaining and maintaining possession of the Certificate of Title of the aforesaid Truck. A true and correct copy of title in Plaintiff's possession is marked Exhibit "B", attached hereto and made a part hereof.

5. The total outstanding balance owing on the aforesaid Note is as follows:

Principal	\$5,637.12
Interest through 5/2/00	\$ 194.60
Late Charges and Fees through 5/2/00	<u>\$ 451.16</u>
<b>Total</b>	<b>\$6,282.88</b>

plus interest of \$1.68 per diem from May 2, 2000, together with reasonable attorney fees, costs and expenses of suit.

6. Plaintiff avers that the value of the aforementioned Truck is \$9,675.00.

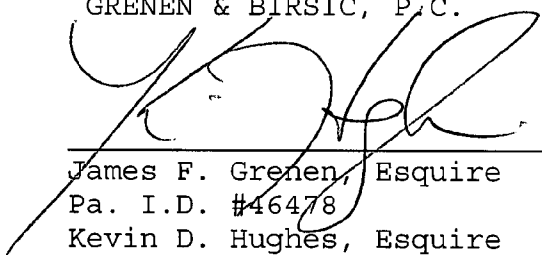
7. Defendant is in default under the terms and conditions of the aforesaid Contract by failing to make payments when due and by failing to bring payments current upon demand.

8. Plaintiff is entitled to immediate possession of the aforesaid Truck and has demanded the same from Defendant who has failed and refused to deliver the same to Plaintiff.

WHEREFORE, Plaintiff demands judgment for possession of the  
aforementioned Truck from the Defendant or the value of the same in  
an amount of Six Thousand Two Hundred Eighty Two and 88/100ths  
Dollars (\$6,282.88) plus damages for the Defendant's unjust  
retention of a certain 1994 Ford F350 Crew Cab Truck, VIN  
#2FTJW35K8RCA00073.

GRENN & BIRSIC, P.C.

BY:



---

James F. Grenen, Esquire  
Pa. I.D. #46478  
Kevin D. Hughes, Esquire  
Pa. I.D. #83291  
Attorneys for Plaintiff  
One Gateway Center  
Nine West  
Pittsburgh, PA 15222  
(412) 281-7650

EXHIBIT "A"

PENNSYLVANIA  
MOTOR VEHICLE INSTALLMENT SALE CONTRACT.

Date: December 05, 1994 Account # 1000022246-01

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you.	<b>Amount Financed</b> (the amount of credit provided to you or on your behalf.)	<b>Total of Payments</b> The amount you will have paid after you have made all scheduled payments.	<b>Total Sale Price</b> The total cost of your purchase on credit, including your downpayment of \$ 5000.00
10.90 %	\$ 9329.49	\$ 25014.51	\$ 34344.00	\$ 39344.00

Your Payment Schedule will be:

No. of Payments	Amount of Payments	When Payments Are Due
72	\$ 477.00	Monthly, beginning 1/20/95

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 refunds and penalties.

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.

In this Contract, we are the **SELLER**.

**WASKO MOTORS**  
R. D. 3, Box 69B Brookville PA 15825

You are the **BUYER(S)**.  
Name: **RICHARD C TRAVERS DBA/ TRAVERS TRUCKING**  
Address: **PO BOX 260 BROCKWAY PA 15824**  
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.

Year and Make	Series	Gross Allowance	Still Owed	Net Trade-In
		N/A	N/A	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 above as the amount "Still Owed."

**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. What is your age? 34 years.  
which costs \$ 889.51

Signature of Buyer to be insured for Single Credit Life Insurance

By signing, you select Single Credit Accident & Health Insurance, which costs \$ N/A. What is your age? N/A years.

Signature of Buyer to be insured for Single Credit Accident & Health 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

By signing, you both select Joint Credit Accident & Health Insurance, which costs \$ N/A. What are your ages? N/A years.

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

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

Signatures of both Buyers to be insured for Joint Credit Accident & Health Insurance

Insurer: USAA Policy Life Insurance Company, Columbus, IL ☐ other

**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 USED Year and Make Series Body Style No. Cyl. Truck Ton Capacity Serial Number  
1994 FORD TR CC 2FTJW35K8RC00073

Equipped with A.I. P.S. AM/FM Stereo S Spd. Other  
AC P.W. AM/FM Tape Vinyl Top

**ASSIGNMENT:** We may assign this Contract and Security Agreement to the Assignee named in this section, which is the "Assignee." If at any time the Owner of the Contract assigns the Contract to another assignee, the term then refers to such other 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 is:



**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 Total Downpayment 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 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 **WASKO MOTORS**

BY Shirley Gansler 12-05-94 Date

**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 X Travers Trucking Co. Richard C. Travers 12-05-94 Date

BUYER Richard C. Travers (SEAL) 12-05-94 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-Signer's Signature (SEAL) Address Date

Co-Signer's Signature (SEAL) Address Date

**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 delinquency which might be due after repossession and sale of the Vehicle.

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 X Travers Trucking Co. Richard C. Travers 12-05-94 Date  
CO-SIGNER Richard C. Travers (SEAL) 12-05-94 Date  
CO-SIGNER OR CO-OWNER



# 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. Borrower 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 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 late charges, fees, principal and any other amounts you owe in the order that we 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 Note. 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. If you give us 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 or garage 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 and until 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 a "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 report 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 return 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 you owe on this Contract. 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 those payments and how long you have to repay. If any of our rights stated in this paragraph is 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:

- You do not make any payment on or before it is due, or
- You do not keep any promise you made in this Contract, or
- You do not keep any promise you made in another Contract, Note, Loan or Agreement with Seller or Assignee; or
- You made any untrue statement in the credit application for this Contract, or
- You committed any forgery in connection with this Contract, or
- 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
- You file bankruptcy or insolvency proceedings, or anyone files bankruptcy or insolvency proceedings against you, or
- You take the Vehicle outside the United States or Canada without our written consent, or
- 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
- You do something that causes the Vehicle to be subject to confiscation by government authorities; or
- The Vehicle is lost, stolen, destroyed or damaged beyond economical repair, and not fixed or found within a reasonable time; or
- 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:

- 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.
- 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 request) do it for us. You agree that we can peacefully 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 74 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.
- 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.
- DELAY IN ENFORCEMENT:** We can delay enforcing our rights under this Contract without losing any rights.

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

- 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.
- 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.
- 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.
- 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.
- 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:
  - Delinquency exceeds fifteen (15) days at the time of repossession.
  - The amount of costs are actual, necessary and reasonable; and
  - We can prove the costs were paid.

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

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

**17. 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.

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

**19. 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 the policy terms, 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

**THE PROVISION BELOW IS NOT PART OF THE PENNSYLVANIA MOTOR VEHICLE INSTALLMENT SALE CONTRACT BETWEEN THE BUYER AND SELLER.**

### ASSIGNMENT

To induce you, the "Assignee," identified on the face of this Contract, to purchase the within Contract, the Seller hereby warrants and represents, and continues to warrant and represent that the sale has been made in strict conformity with all applicable federal, state and local laws and regulations, including, but not limited to, Article 2 of the Pennsylvania Uniform Commercial Code (13 Pa. C.S.A. §§2101 et seq.) our title to the Contract and the Vehicle covered thereby is absolute, free of all liens, encumbrances and security interests, and is subject only to the rights of our Buyer as set forth therein. The Contract is genuine, the signatures thereon are not forgeries, arise from the sale of the Vehicle therein described, and all parties thereto are of full age and fully capable to execute it. The description of the Vehicle and extra equipment is complete and correct, the cash downpayment and/or trade-in allowance were actually received and no part thereof was used to finance the purchase of the Vehicle, other credit advanced by us to Buyer or rebates or similar payments from us to the Buyer (however manufacturers rebates may constitute all or a part of the downpayment), all warranties, and statements therein are true. There is nothing on the front of the Contract which would result in the suspension of said registration under the Pennsylvania Motor Vehicle Financial Responsibility Act, the Buyer(s) named in the within Contract is (are) personally known to the Seller to be the same identical person(s) whose signature(s) is (are) allowed to this Contract, and Seller has no knowledge of facts impairing the validity or value of the Contract. If any such warranties or representations should be breached at any time, Seller shall repurchase said Contract from Assignee, on demand, and will pay their cost in cash, the amount being determined, computed as set forth below, and said remedy shall be cumulative and not exclusive, and shall not affect any other right or remedy that Assignee might have at law or in equity against Seller. In the event that Buyer fails or refuses to make any payment due hereunder on the date or dates specified, Seller, either alone or in conjunction with the lender, may, at its option, by Seller, or that Seller refuses to honor any warranty or service agreement of Seller or manufacturer, Seller agrees that, on being advised by Assignee of such claim of Buyer, Seller will repurchase the Contract from Assignee and pay Assignee for same immediately in accordance with the repurchase terms set forth below, and Seller further agrees to hold Assignee harmless from any other claims of Buyer, including attorneys' fees, costs and expenses incurred in defending against claims asserted by Buyer and including claims for refund of payments made by Buyer to Assignee. If the Seller contracts to purchase primary insurance on behalf of the Buyer, and that insurance is cancelled by the insurance company prior to its scheduled expiration date, Seller will attempt to place comparable coverage with another insurance company on behalf of the Buyer. If Seller is unable to do so, Seller will notify Buyer and pay to Buyer any additional costs incurred by the Buyer in obtaining replacement insurance for the unexpired period of the original insurance policy. By delivering this Contract to the Assignee and accepting payment for it, Seller authorizes the Assignee to complete or correct the identification of the Assignee in this Assignment to reflect the true Assignee who purchased this Contract, and/or to sign Seller's name to this Assignment, without recourse if the Assignment has been delivered without Seller's signature.

In the event that Seller is required by this Assignment to repurchase the Contract and/or Vehicle, Seller shall pay to Assignee, in cash, the full unpaid balance of the Contract as of the date of repurchase, plus any then earned Finance Charge and any and all costs and expenses paid or incurred by Assignee in respect thereto, including reasonable attorneys' fees in connection with claims by or against any Buyer, Owner or persons in possession of the Vehicle and/or by or against Seller.

For value received, Seller hereby sells, assigns and transfers unto the Assignee, its successors and assigns, the within Contract, all moneys due and to become due thereunder and all right, title and interest in and to the Vehicle therein described, with full power in the Assignee in its or our name to take such legal or other action which we might have taken save for this Assignment. Unless Seller marks either of the endorsements below, titled "WITH FULL RECURSE" or "WITH REPURCHASE," Seller's assignment shall, except for the provisions of the paragraph titled "Assignment," be without recourse.

☐ **WITH FULL RECURSE:** Seller agrees that, in addition to the paragraph above titled "Assignment," in the event of default by Buyer in the full payment on the due date thereof of any installment payable under the Contract or in the prompt performance of any other obligation to be performed under the Contract by Buyer, Seller will, on demand by Assignee, forthwith repurchase the Contract from Assignee for a repurchase price, in cash, computed as set forth above.

☐ **WITH REPURCHASE:** Seller agrees that, in addition to the provisions of the paragraph above titled "Assignment," in the event of any default by Buyer which shall entitle Assignee to repossess the Vehicle, Seller will, if the Vehicle is repossessed by Assignee and delivered to Seller, and without regard to the then condition of the Vehicle, forthwith repurchase the Contract and the Vehicle from Assignee for a repurchase price, in cash, computed as set forth above.

By signing below, we agree to the terms of the Assignment.

Seller WASKE MOTOR

By

Shirley Canine

Date

12/16/94

EXHIBIT "B"

RECEIVED JAN 09 1995

COMMONWEALTH OF PENNSYLVANIA

PENNSYLVANIA

DEPARTMENT OF TRANSPORTATION  
CERTIFICATE OF TITLE FOR A VEHICLE

9,052

943550010003448-001

2FTJW35K8RCA00073

94

FORD

47302080802 TR

TK

VEHICLE IDENTIFICATION NUMBER

YEAR

MAKE OF VEHICLE

TITLE NUMBER

0

5,183

10,000

BODY TYPE

DUP

SEAT CAP

UNLADEN WEIGHT

GVWR

GCWR

TITLE BRANDS

6/08/94

1/04/95

1/04/95

009387

0

DATE PA TITLED

DATE OF ISSUE

PRIOR TITLE STATE

ODOM PROCD DATE

ODOM MILES

ODOM STATUS

REGISTERED OWNER(S)

TRAVERS TRUCKING CO  
RT 285  
P O BOX 260  
BROCKWAY PA 15824

FIRST LIEN FAVOR OF:

S &amp; T BANK

SECOND LIEN FAVOR OF

FIRST LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

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

SECOND LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

031007

S &amp; T BANK

P O BOX 9

HOMER CITY PA 15748

ODOMETER STATUS

0 - ACTUAL MILEAGE

1 - MILEAGE EXCEEDS THE MECHANICAL LIMITS

2 - NOT THE ACTUAL MILEAGE

3 - NOT THE ACTUAL MILEAGE-ODOMETER TAMPERING VERIFIED

4 - EXEMPT FROM ODOMETER DISCLOSURE

TITLE BRANDS

A - ANTIQUE VEHICLE

C - CLASSIC VEHICLE

F - OUT OF COUNTRY

G - ORIGINALLY MFGD. FOR NON-ROAD DISTRIBUTION

H - AGRICULTURAL VEHICLE

L - LOGGING VEHICLE

P - FORMERLY A POLICE VEHICLE

R - RECONSTRUCTED

S - STREET ROD

T - RECOVERED THEFT VEHICLE

V - VEHICLE CONTAINS REISSUED VIN

W - FLOOD VEHICLE

X - FORMERLY A TAXI

I certify as of the date of issue, the official records of the Pennsylvania Department of Transportation reflect that the person(s) or company named herein is the lawful owner of the said vehicle.

HOWARD YERUSALIM

Secretary of Transportation

## D. APPLICATION FOR TITLE AND LIEN INFORMATION

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

SUBSCRIBED AND SWORN TO BEFORE ME:

MO

DAY

YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

When applying for title with a co-owner, other than your spouse, check one of these blocks. If no block is checked, title will be issued as "Tenants in Common".

A ☐ Joint Tenants with Right of Survivorship (on death of one owner, title goes to the surviving owner).B ☐ Tenants in Common (on death of one owner, interest of deceased owner goes to his or her heirs or estate).

LIEN DATE:

IF NO LIEN CHECK BOX ☐

FIRST LIENHOLDER

NAME

STREET

CITY

STATE

ZIP

LIEN DATE:

IF NO LIEN CHECK BOX ☐

SECOND LIENHOLDER

NAME

STREET

CITY

STATE

ZIP

The undersigned hereby makes application for Certificate of Title to the vehicle described above, subject to the encumbrances and other legal claims set forth here.

SIGNATURE OF APPLICANT OR AUTHORIZED OWNER

SIGNATURE OF CO-APPLICANT, TITLE OF AUTHORIZED OWNER

STORE IN A SAFE PLACE - IF LOST APPLY FOR A DUPLICATE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

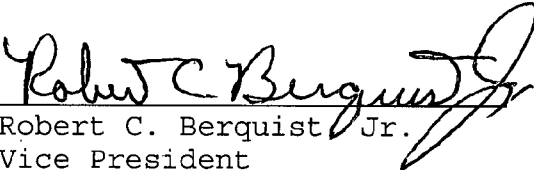
00655891

Travers ROTH

Member of  
Vermon Attorney  
Being  
for service

VERIFICATION

Robert C. Berquist, Jr., Vice President, and duly authorized representative of S&T Bank, deposes and says subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing Complaint in Replevin are true and correct to his information and belief.

  
Robert C. Berquist Jr.  
Vice President  
S&T BANK

DE

OF

Wm. -

TRAV

Aug 1, 2000 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

William A. Shaw  
Deputy Prothonotary

FILED

MAY 26 2000

M / 1:15 / W  
William A. Shaw  
Prothonotary

P D

80—

04 ATT 7

NO CANT COPIES

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK,

Plaintiff,

vs.

RICHARD C. TRAVERS, d/b/a  
TRAVERS TRUCKING,

Defendant.

) CIVIL DIVISION  
)  
) NO.: 00-628-CD  
)  
) ISSUE NO.:  
)  
) TYPE OF PLEADING  
)  
) PETITION TO REQUIRE DEFENDANT TO  
) APPEAR AND BE EXAMINED UNDER OATH  
) AS TO THE WHEREABOUTS OF  
) PERSONAL PROPERTY AND TO DELIVER  
) PERSONAL PROPERTY  
)  
) FILED ON BEHALF OF:  
) S&T BANK, Plaintiff  
)  
) COUNSEL OF RECORD FOR THIS  
) PARTY:  
)  
) James F. Grenen, Esquire  
) Pa. I.D. #46478  
) Kevin D. Hughes, Esquire  
) Pa. I.D. #83291  
)  
) GRENEN & BIRSIC, P.C.  
)  
) One Gateway Center, Nine West  
) Pittsburgh, PA 15222  
)  
) (412) 281-7650

**FILED**

JUN 08 2000

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK,	)	CIVIL DIVISION
	)	
	)	NO.: 00-628-CD
Plaintiff,	)	
vs.	)	
	)	
RICHARD C. TRAVERS, d/b/a	)	
TRAVERS TRUCKING,	)	
	)	
Defendant.	)	

**NOTICE**

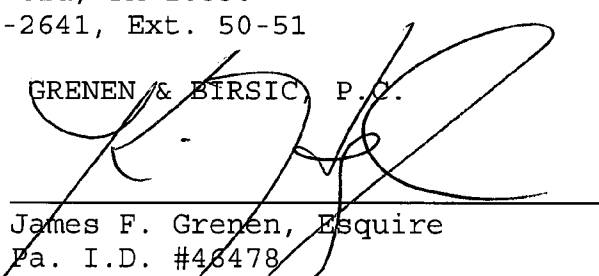
A PETITION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PETITION TO REQUIRE DEFENDANT TO APPEAR AND BE EXAMINED UNDER OATH AS TO THE WHEREABOUTS OF PERSONAL PROPERTY AND TO DELIVER PERSONAL PROPERTY BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE PETITIONER. YOU MAY LOSE 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:

COURT ADMINISTRATOR  
Clearfield County Courthouse  
Second & Market Streets  
Clearfield, PA 16830  
(814) 765-2641, Ext. 50-51

GRENN & BIRSIC, P.C.

BY:

  
\_\_\_\_\_  
James F. Grenen, Esquire  
Pa. I.D. #46478  
Kevin D. Hughes, Esquire  
Pa. I.D. #83291  
Attorneys for Plaintiff  
One Gateway Center - Nine West  
Pittsburgh, PA 15222  
(412) 281-7650

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK,	)	CIVIL DIVISION
	)	
	)	NO.: 00-628-CD
Plaintiff,	)	
vs.	)	
	)	
RICHARD C. TRAVERS, d/b/a	)	
TRAVERS TRUCKING,	)	
	)	
Defendant.	)	

**PETITION TO REQUIRE DEFENDANT TO APPEAR AND  
BE EXAMINED UNDER OATH AS TO THE WHEREABOUTS OF  
PERSONAL PROPERTY AND TO DELIVER PERSONAL PROPERTY**

S&T Bank, by its attorneys, Grenen & Birsic, P.C., files the instant Petition to Require Defendant to Appear and be Examined Under Oath as to the Whereabouts of Personal Property and to Deliver Personal Property as follows:

1. Plaintiff, S&T Bank, has instituted an action in replevin at the above-captioned number and term.

2. Plaintiff has a valid and perfected security interest in the 1994 Ford F350 Crew Cab Truck, VIN #2FTJW35K8RCA00073, the subject of the aforesaid replevin action, and has an immediate right to possession of said collateral due to failure of the Defendant to make payments under the terms of the Vehicle Installment Sales Contract attached to Plaintiff's Complaint as Exhibit "A".

3. Defendant is in default under the aforesaid Vehicle Installment Sale Contract for failure to make payments when due and for failing and refusing to deliver possession of the collateral.



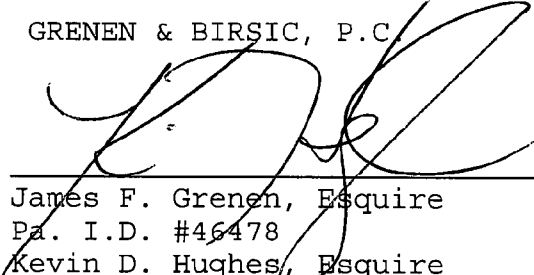
4. Plaintiff is without actual knowledge of the exact location of the aforesaid collateral; however, Plaintiff believes, and therefore avers, that the collateral is in the exclusive possession, custody and control of the Defendant.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court require the Defendant to disclose the whereabouts of the aforesaid 1994 Ford F350 Crew Cab Truck, VIN #2FTJW35K8RCA00073 and to deliver the same, or the value of the same, to Plaintiff or the Sheriff of Clearfield County.

Respectfully submitted,

GRENN & BIRSIC, P.C.

BY:

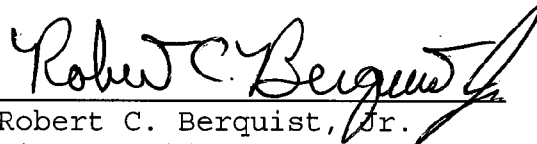


---

James F. Grenen, Esquire  
Pa. I.D. #46478  
Kevin D. Hughes, Esquire  
Pa. I.D. #83291  
Attorneys for Plaintiff  
One Gateway Center  
Nine West  
Pittsburgh, PA 15222  
(412) 281-7650

VERIFICATION

Robert C. Berquist, Jr., Vice President, and duly authorized representative of S&T Bank, deposes and says subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing Petition to Require Defendant to Appear and be Examined Under Oath as to the Whereabouts of Personal Property and to Deliver Personal Property are true and correct to his information and belief.

A handwritten signature in black ink, reading "Robert C. Berquist, Jr." with a stylized flourish at the end.

Robert C. Berquist, Jr.  
Vice President  
S&T BANK

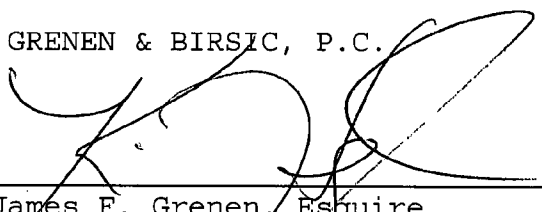
CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 5 day of June, 2000, a true and correct copy of the foregoing Petition to Require Defendant to Appear and be Examined Under Oath as to the Whereabouts of Personal Property and to Deliver Personal Property was served upon the following via First Class Mail, postage prepaid:

Mr. Richard C. Travers  
d/b/a Travers Trucking  
P.O. Box 260  
Brockway, PA 15824

BY:

GRENNEN & BIRSIC, P.C.



James F. Grenen, Esquire  
Pa. I.D. #46478  
Kevin D. Hughes, Esquire  
Pa. I.D. #83291  
Attorneys for Plaintiff  
One Gateway Center  
Nine West  
Pittsburgh, PA 15222  
(412) 281-7650

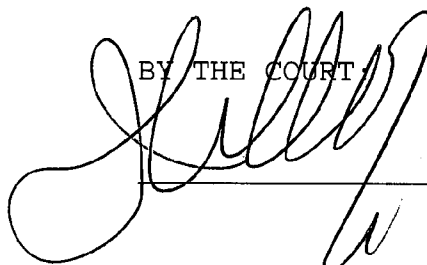
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK,	)	CIVIL DIVISION
	)	
	)	NO.: 00-628-CD
Plaintiff,	)	
vs.	)	
	)	
RICHARD C. TRAVERS, d/b/a	)	
TRAVERS TRUCKING,	)	
	)	
Defendant.	)	

ORDER OF COURT

AND NOW, to-wit, this 12<sup>th</sup> day of June, 2000, upon consideration of the foregoing Petition, it is hereby **ORDERED, ADJUDGED and DECREED** that Richard C. Travers d/b/a Travers Trucking appear before the Court of Common Pleas of Clearfield County in Courtroom No. 1, Clearfield County Courthouse, 230 E. Market Street, Clearfield, PA 16830 on the 3rd day of August, 2000, to testify under oath as to the whereabouts of the 1994 Ford F350 Crew Cab Truck, VIN #2FTJW35K8RCA00073 which is the subject of Plaintiff's replevin action. at 2:30 P.M.

BY THE COURT:

 J.

**FILED**

JUN 12 2000

William A. Shaw  
Prothonotary

FILED

JUN 12 2000  
01:09 PM  
William A. Shaw  
Prothonotary

*McCatty v. Dunen*

*ESL*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK,	)	CIVIL DIVISION
	)	
Plaintiff,	)	NO.: 00-628-CD
	)	
vs.	)	ISSUE NO.:
	)	
	)	TYPE OF PLEADING
	)	
RICHARD C. TRAVERS, d/b/a	)	<b>PRAECIPE TO REINSTATE COMPLAINT</b>
TRAVERS TRUCKING,	)	<b>IN REPLEVIN</b>
	)	
	)	
Defendant.	)	FILED ON BEHALF OF:
	)	S&T BANK, Plaintiff
	)	
	)	COUNSEL OF RECORD FOR THIS
	)	PARTY:
	)	
	)	James F. Grenen, Esquire
	)	Pa. I.D. #46478
	)	Kevin D. Hughes, Esquire
	)	Pa. I.D. #83291
	)	
	)	GRENNEN & BIRSIC, P.C.
	)	
	)	One Gateway Center, Nine West
	)	Pittsburgh, PA 15222
	)	
	)	(412) 281-7650

**FILED**

AUG 01 2000

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK,	)	CIVIL DIVISION
Plaintiff,	)	
vs.	)	NO.: 00-628-CD
RICHARD C. TRAVERS, d/b/a	)	
TRAVERS TRUCKING,	)	
Defendant.	)	

**PRAECIPE TO REINSTATE COMPLAINT IN REPLEVIN**

TO: PROTHONOTARY

SIR:

Kindly reinstate the Complaint in Replevin with respect to the above-referenced matter and mark the docket accordingly.

GRENN & BIRSIC, P.C.

BY:

Attorneys for Plaintiff

8.1.08 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.  
William A. Shaw  
Deputy Prothonotary

FILED

AUG 01 2000  
M11:30  
William A. Shaw  
Prothonotary

(1) Complaint

\$7.00

Reinstated to Sheriff  
" to atty  
" to atty

for



FILED

AUG 04 2000

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

William A. Shaw  
Prothonotary

CIVIL DIVISION

S & T BANK

:

VS.

: NO. 00-628-CD

RICHARD C. TRAVERS, et al

:

O R D E R

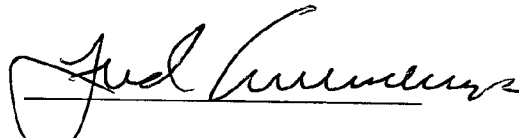
NOW, this 3rd day of August, 2000, the Sheriff of Clearfield County is hereby directed to obtain Richard C. Travers, last-known address Route 285, P. O. Box 260, Brockway, PA 15824, if he can be found in Clearfield County, and to deputize the sheriff of any county outside Clearfield County for purposes of finding, locating and holding the said individual. Upon his location and attachment, the Sheriff shall have him brought before President Judge John K. Reilly, Jr., the Court of Common Pleas of Clearfield County, in Courtroom No. 1, Clearfield County Courthouse, 230 East Market Street, Clearfield, Pennsylvania, at such time as directed by the said President Judge, to answer to the Court for contempt in not obeying the Court's Order of June 12, 2000, directing the said Richard C. Travers to appear and testify under oath as to the whereabouts of a 1994 Ford F350 crew cab truck, VIN No. 2FTJW35K8RCA00073, which is the subject of the above-captioned replevin action. The Sheriff of any county outside of Clearfield County and/or the Clearfield County Sheriff is hereby authorized to place the said Richard C. Travers in a county jail

facility for purposes of holding him and keeping him safe, awaiting any transportation to Clearfield County for purposes of awaiting hearing before the Court.

This Order shall remain in effect with the said Richard C. Travers subject to attachment and incarceration until such time as he appears before the Court to testify under oath for the purposes set forth above, or until this Court should otherwise authorized his release.

The said Richard C. Travers shall be responsible for all costs associated with his arrest, transportation and holding in any penal facility.

BY THE COURT,

  
Judge

FILED

AUG 04 2000  
0914012  
William A. Shaw  
Prothonotary

cc atty  
Shaw

cc Del. Travis

2/3

KEVIN D. HUGHES

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK

00-628-CD

VS

TRAVERS, RICHARD C. D/B/A

COMPLAINT IN REPLEVIN

SHERIFF RETURNS

NOW AUGUST 2, 2000 THOMAS DEMKO, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN REPLEVIN ON RICHARD C. TRAVERS D/B/A TRAVERS TRUCKING, DEFENDANT.

NOW AUGUST 30, 2000 SERVED THE WITHIN COMPLAINT IN REPLEVIN ON RICHARD C. TRAVERS D/B/A TRAVERS TRUCKING, DEFENDANT BY DEPUTIZING THE SHERIFF OF JEFFERSON COUNTY. THE RETURN OF SHERIFF DEMKO IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED RICHARD TRAVERS.

27.55 SHFF. HAWKINS PAID BY: ATTY.

88.20 SHFF. DEMKO PAID BY: ATTY.

10.00 SURCHARGE PAID BY: ATTY.

SWORN TO BEFORE ME THIS

18<sup>TH</sup> DAY OF SEPT. 2000  
[Signature]

SO ANSWERS,

Chester A. Hawkins  
by Marilyn Harris  
CHESTER A. HAWKINS  
SHERIFF

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

FILED

SEP 18 2000

4:00 PM  
William A. Shaw  
Prothonotary

[Signature]

No. 00-628-CD

Personally appeared before me, Terry Fedigan, Deputy for Thomas A. Demko, Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on August 30, 2000 at 10:00 o'clock P.M. served the Notice and Complaint in Replevin upon RICHARD C. TRAVERS, d/b/a TRAVERS TRUCKING, Defendant, at his residence, 1161 McCain Street, Borough of Brockway, County of Jefferson, State of Pennsylvania, by handing to him, personally, a true and attested copy of the Notice and Complaint and by making known to him the contents thereof.

Advance Costs Received:	\$125.00
My Costs:	\$ 86.20 Paid
Prothy:	\$ 2.00
Total Costs:	\$ 88.20
Refunded:	\$ 36.80

So Answers,

Terry Fedigan Deputy  
Thomas A. Demko Sheriff  
JEFFERSON COUNTY, PENNSYLVANIA

Sworn and subscribed  
to before me this 1st  
day of September 2000  
By Terry Fedigan

**PROTHONOTARY  
CLERK OF COURTS**  
My Commission Expires  
1st Monday of January 2002.  
Jefferson County, PA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK,

Plaintiff,

vs.

RICHARD C. TRAVERS, d/b/a  
TRAVERS TRUCKING,

Defendant.

I hereby certify that the  
address of the Plaintiff is:

800 Philadelphia Street  
Indiana, PA 15701

the last known address of  
Defendant is:

1161 McCain Street  
Brockway, PA 15824

) CIVIL DIVISION

)

) NO.: 00-628-CD

)

) ISSUE NO.:

)

) TYPE OF PLEADING:

)

) PRAECIPE FOR DEFAULT

) JUDGMENT

)

) CODE-

)

) FILED ON BEHALF OF

) PLAINTIFF:

)

)

) COUNSEL OF RECORD FOR THIS

) PARTY:

)

) Kevin D. Hughes, Esquire

) Pa. I.D. #83291

)

) GRENN & BIRSIC, P.C.

)

) One Gateway Center

) Nine West

) Pittsburgh, PA 15222

) (412) 281-7650

)

)

GRENN & BIRSIC, P.C.

Attorneys for Plaintiff

**FILED**

OCT 16 2000

how  
clerk  
*[Signature]*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK,

CIVIL DIVISION

Plaintiff,

NO.: 00-628-CD

vs.

RICHARD C. TRAVERS, d/b/a  
TRAVERS TRUCKING,

Defendant.

PRAECIPE FOR DEFAULT JUDGMENT

TO: PROTHONOTARY

SIR:

Please enter a default judgment in the above-captioned case in favor of Plaintiff and against Defendant , Richard C. Travers for possession of the 1994 Ford F350 Crew Cab Truck, VIN #2FTJW35K8RCA00073 or for the value of the truck in the amount of (\$6,282.88) plus additional damages for Defendant's unjust retention of the certain 1994 for F350 Crew Cab Truck, VIN #2FTJW35K8RCA00073.

GRENN & BIRSIC, P.C.

BY: \_\_\_\_\_

Kevin D. Hughes, Esquire  
Pa I.D. #83291  
Attorney for Plaintiff  
One Gateway Center, Nine West  
Pittsburgh, PA 15222  
(412) 281-7650

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK,

CIVIL DIVISION

Plaintiff,

NO.: 00-628-CD

vs.

RICHARD C. TRAVERS, d/b/a  
TRAVERS TRUCKING,

Defendant.

AFFIDAVIT OF NON-MILITARY SERVICE  
AND CERTIFICATE OF MAILING OF NOTICE OF  
INTENT TO TAKE DEFAULT JUDGMENT

COMMONWEALTH OF PENNSYLVANIA )

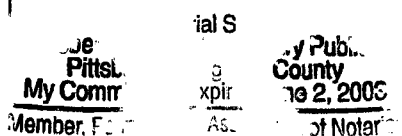
) SS:

COUNTY OF ALLEGHENY )

Before me, the undersigned authority, a Notary Public in and for said County and Commonwealth, personally appeared Kevin D. Hughes, attorney for and authorized representative of Plaintiff who, being duly sworn according to law, deposes and says that the Defendant is not in the military service of the United States of America to the best of his knowledge, information and belief and certifies that the Notices of Intent to take Default Judgment was mailed in accordance with Pa. R.C.P. 237.1, as evidenced by the attached copy.

Sworn to and subscribed before me  
this 12th day of October, 2000.

Rebecca G. Blayma  
Notary Public





IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T Bank,	)	CIVIL DIVISION
	)	
Plaintiff,	)	NO. 00-628-CD
	)	
vs.	)	
	)	
Richard C. Travers d/b/a/	)	
Travers Trucking,	)	
	)	
Defendant(s).	)	

TO: **Richard C. Travers d/b/a Travers Trucking**  
1161 McCain Street  
Brockway, PA 15824

DATE OF NOTICE: **September 25, 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 AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

**LAWYER REFERRAL SERVICE**  
David S. Meholick, Court Administrator  
Clearfield County Courthouse  
230 E. Market Street  
Suite 228  
Clearfield, PA 16830  
(814) 765-2641 x 5982

By:

GRENE & BIRSIC, P.C.

Kevin D. Hughes, Esquire  
Pa. I.D. #83291  
Attorneys for Plaintiff  
One Gateway Center  
Nine West  
Pittsburgh, PA 15222  
(412) 281-7650

FIRST CLASS MAIL, POSTAGE PREPAID

**FILED**

Atty pd \$20.00

13:46:21 Notice to Def

OCT 16 2000

Statement to Plff

A. Shaw  
Notary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK,

CIVIL DIVISION

Plaintiff,

NO.: 00-628-CD

CO

vs.

RICHARD C. TRAVERS, d/b/a  
TRAVERS TRUCKING,

Defendant.

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: Richard C. Travers, d/b/a  
Travers Trucking  
1161 McCain Street  
Brockway, PA 15824

( ) Plaintiff  
(XXX) Defendant  
( ) Additional Defendant

You are hereby notified that an Order, Decree or  
Judgment was entered in the above captioned proceeding  
on October 16, 2000.

( ) A copy of the Order or Decree is enclosed,  
or  
(XXX) The judgment is as follows: \$6,282.88.

\_\_\_\_\_  
Deputy

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

COPY

S & T Bank  
Plaintiffs (s)

Docket: 281

No.: 00-628-CD

Real Debt: \$6,282.88

Atty's Comm:

Vs.

Costs: \$

Int. From:

Richard C. Travers, d/b/a Travers Trucking  
Defendant (s)

Entry: \$20.00

Instrument: Praecipe for Default Judgment

Date of Entry: October 16, 2000

Expires: October 16, 2005

Certified from the record this 16th day of October, 2000.

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

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

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