

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

119 S&T BANK,) CIVIL DIVISION
)
Plaintiff,) NO.: 06-628-C0
)
vs.)
) ISSUE NO.:
84 RICHARD C. TRAVERS, d/b/a)
114 TRAVERS TRUCKING,) TYPE OF PLEADING
)
)
)
)
)
Defendant.) 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
)
) GRENNEN & BIRSMIC, 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>
Total	\$6,282.88

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.

BY:

GRENEN & 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

EXHIBIT "A"

PENNSYLVANIA
MOTOR VEHICLE INSTALLMENT SALE CONTRACT.

Dated: December 05 1994 Account # 12000 82 276 61

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all scheduled payments.	Total Sale Price 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/ 207.195

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 refunds and penalties. * means estimate

In this Contract,

WASKO MOTORS

we are

R. D. 3, Box 698 Brookville PA 15825

the SELLER.

Name: RICHARD C TRAVERS DBA/ TRAVERS TRUCKING
Address: PO BOX 260 BROCKWAY PA 15824Zip Code:
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.

You are

the BUYER(S).

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:

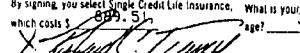
You have traded in
the following vehicle.

Year and Make Series Gross Allowance Still Owning Net Trade-In

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 Owning."

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 costs. 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
which costs \$ 899.51 age? 37 years
By signing, you select Single Credit Accident & Health Insurance, which costs \$ N/A What is your
age? Years

Signature of Buyer to be insured for Single Credit Life Insurance

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

1 _____

1 _____

2 _____
Signatures of both Buyers to be insured for Joint Credit Life Insurance2 _____
Signatures of both Buyers to be insured for Joint Credit Accident & Health InsuranceInsurer: USAR PROTECTIVE INSURANCE COMPANY, Bensalem, PA
N/U USED 1994 FORD TR-CCBody Style: No Cyl. Truck Ton Capacity: Serial Number:
5 Spd. 2FTJAS35KBRCA00073Equipped: A/C P.S. AM/FM Stereo 5 Spd. Other:
with A/C P.W. AM/FM Tape Vinyl TopBy signing, you both agree to pay the Seller or Assignee costs of
and you also agree to pay reasonable attorneys' fees if Seller or Assignee hires an attorney to
enforce amounts due under this Contract or to protect or get possession of the Vehicle. You agree
to make payment, at the place or to send payments to the address which the Assignee most
recently specified in the written notice to you.

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

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

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

ADDITIONAL TERMS AND CONDITIONS: THIS CONTRACT CONTAINS ALL THE REVENUE SIDE
TERMS YOU ARE OBLIGATED TO ALL THE TERMS OF THE CONTRACT WHICH APPEAR ON THE REVERSE SIDE.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
and you also agree to pay reasonable attorneys' fees if Seller or Assignee hires an attorney to
enforce amounts due under this Contract or to protect or get possession of the Vehicle. You agree
to make payment, at the place or to send payments to the address which the Assignee most
recently specified in the written notice to you.SECURITY AGREEMENT: To secure the payment of all
required obligations under this Contract, you give a security interest in the Vehicle, in all parts
of the Vehicle, including any attachments, the Vehicle at any later time, and in any proceeds of the
Vehicle, including any and all proceeds. The Assignee may recall any amounts due and unpaid
under this Contract against any of these money on deposit with Assignee. This includes any money
which is now or may in the future be deposited with Assignee by your Assignee may do this,
without any prior notice to you.

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.

SELLER: WASKO MOTORS

BY: Shirley Gassner

12-05-94

DATE

BUYER: Richard C. Travers, Travers Trucking Co. (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-SIGNERS AGREEMENT.

CO-SIGNERS 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-SIGNERS 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)</div

EXHIBIT "B"

RECEIVED JAN 09 1005

COMMONWEALTH OF PA

PA

DEPARTMENT OF TRANSPORTATION
CERTIFICATE OF TITLE FOR A VEHICLE

9,052

943550010003448-001

2FTJW35K8RCA00073

VEHICLE IDENTIFICATION NUMBER

94 FORD

YEAR

MAKE OF VEHICLE

47302080802 TR

TITLE NUMBER

TK

0

SEAT CAP

5,183

UNLADEN WEIGHT

10,000

GVWR

GVWR

TITLE BRANDS

6/08/94

1/04/95

DATE PA TITLED

DATE OF ISSUE

PRIMA TITLE STATE

1/04/95

ODOM PROCD DATE

ODOM MILES

ODOM STATUS

REGISTRATION NUMBER

REGISTERED OWNER(S)
TRAVERS TRUCKING CO
RT 28S
P O BOX 260
BROCKWAY PA 15824

FIRST LIEN FAVOR OF:

S & T BANK

FIRST LIEN RELEASED

DATE

BY AUTHORIZED REPRESENTATIVE

SECOND LIEN FAVOR OF:

S & T BANK

SECOND LIEN RELEASED

DATE

BY AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

031007

S & T BANK
P O BOX 9
HOMER CITY PA 15748

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

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 DISCLOSURETITLE BRANDS
A - ANTIQUE VEHICLE
C - CLASSIC VEHICLE
F - OUT OF COUNTRY
G - ORIGINALLY MFGD. FOR NON-
DISTRIBUTION
H - AGRICULTURAL VEHICLE
L - LOGGING VEHICLE
P - FORMERLY A POLICE VEHICLE
R - RECONSTRUCTED
S - STREET POO
T - RECOVERED THEFT VEHICLE
V - VEHICLE CONTAINS REISSUED VIN
W - FLOOD VEHICLE
X - FORMERLY A TAXI

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

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

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

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 (in team of the owner, title goes to the surviving owner).
B Tenants in Common (in death of one owner, interest of deceased owner goes to his or her heirs or estate)

D. APPLICATION FOR TITLE AND LIEN INFORMATION

SUBSCRIBED AND SWORN
TO BEFORE ME:

MO DAY YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

SEAL

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 SIGNER

SIGNATURE OF CO-APPLICANT OR TITLE OF AUTHORIZED SIGNER

DO NOT STORE IN A SAFE PLACE - IF LOST APPLY FOR A DUPLICATE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

T6855900

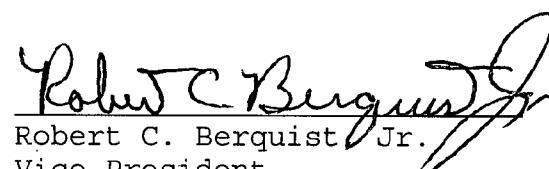
Travers Roth

Member F
Vermont Banking Co.

Bank
Division 101

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

QF

67-1

WPA
FBI

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


William A. Shaw
Deputy Prothonotary

FILED

filed
MAY 26 2000

m/11:15/was
William A. Shaw

Prothonotary P.D.
80-

BY ATT 7

No CAns copy

(2)
OK

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK,) CIVIL DIVISION
)
) NO.: 00-628-CD
Plaintiff,)
)
) ISSUE NO.:
vs.)
) TYPE OF PLEADING
)
RICHARD C. TRAVERS, d/b/a) PETITION TO REQUIRE DEFENDANT TO
TRAVERS TRUCKING,) APPEAR AND BE EXAMINED UNDER OATH
) AS TO THE WHEREABOUTS OF
) PERSONAL PROPERTY AND TO DELIVER
) PERSONAL PROPERTY
)
) FILED ON BEHALF OF:
Defendant.) 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 & BIRSMIC, 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

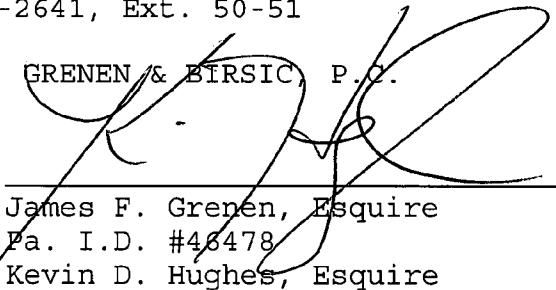
A PETITION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PETITION TO REQUIRE DEFENDANT TO APPEAR AND BE EXAMINED UNDER OATH AS TO THE WHEREABOUTS OF PERSONAL PROPERTY AND TO DELIVER PERSONAL PROPERTY BY ENTERING A WRITTEN APPEARANCE PERSONALLY 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

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.

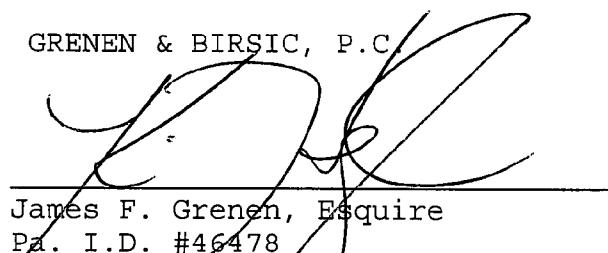
4. Plaintiff is without actual knowledge of the exact location of the aforesaid collateral; however, Plaintiff believes, and therefore avers, that the collateral is in the exclusive possession, custody and control of the Defendant.

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,

GRENEN & 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

Travers

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.

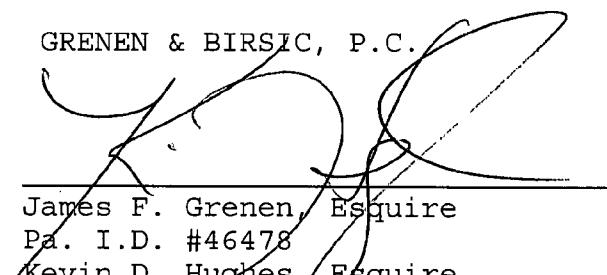

Robert C. Berquist, Jr.
Vice President
S&T BANK

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:

GRENEN & BIRSIĆ, 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 10th 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
11:09 AM CATHY WILSON
William A. Shaw
Prothonotary
ECP

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK,) CIVIL DIVISION
)
) NO. : 00-628-CD
Plaintiff,)
)
) ISSUE NO.:
vs.)
) TYPE OF PLEADING
)
RICHARD C. TRAVERS, d/b/a) PRAECIPE TO REINSTATE COMPLAINT
TRAVERS TRUCKING,) IN REPLEVIN
)
)
) FILED ON BEHALF OF:
Defendant.) 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
vs.)
Plaintiff,) NO.: 00-628-CD
vs.)
RICHARD C. TRAVERS, d/b/a)
TRAVERS TRUCKING,)
Defendant.)

PRAECIPE TO REINSTATE COMPLAINT IN REPLEVIN

TO: PROTHONOTARY

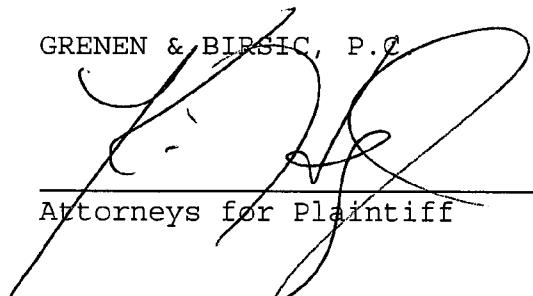
SIR:

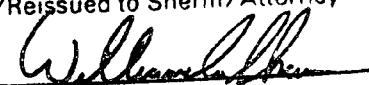
Kindly reinstate the Complaint in Replevin with respect to the above-referenced matter and mark the docket accordingly.

BY:

GRENNEN & BIRSIĆ, P.C.

Attorneys for Plaintiff



8-1-00 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

Deputy Prothonotary

FILED

AUG 01 2000

11:30 AM
William A. Shaw
Prothonotary

\$7.00

(1) Complaint

Reinstated to Sheriff
" to atty

ER

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

:

ORDER

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

APR 04 2000
OJ9140/12 cc atty
William A. Shaw
Prothonotary
Jensen

cc Obj. Trans.
Jensen

KEVIN D. HUGHES

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK

VS

TRAVERS, RICHARD C. D/B/A

00-628-CD

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

18th DAY OF Sept. 2000
Chester A. Hawkins

SO ANSWERS,

Chester A. Hawkins
by Marilyn Harr

CHESTER A. HAWKINS
SHERIFF

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

FILED

SEP 18 2000

4:00pm

William A. Shaw
Prothonotary

E

No. 00-628-CD

Personally appeared before me, Terry Fedigan, Deputy for Thomas Al. 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 Al. Demko Sheriff
JEFFERSON COUNTY, PENNSYLVANIA

Sworn and subscribed 1st
to before me this 1st
day of September 2000
By Mary L. Brown

**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
)
) GRENEN & BIRSIIC, P.C.
)
) One Gateway Center
) Nine West
) Pittsburgh, PA 15222
) (412) 281-7650
)
)

GRENEN & BIRSIIC, P.C.

Atorneys for Plaintiff

FILED

OCT 16 2000

law
SHERIFF
WAS

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.

GRENEN & 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.

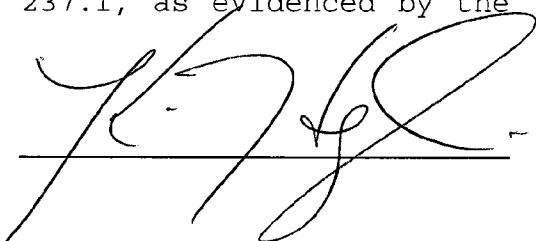
RICHARD C. TRAVERS, d/b/a
TRAVERS TRUCKING,

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 Blayna
Notary Public

Joe Pitts
My Commr
Member, FCT
S
County
Expir
AS
of Notar

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. Meholic, Court Administrator
Clearfield County Courthouse
230 E. Market Street
Suite 228
Clearfield, PA 16830
(814) 765-2641 x 5982

By:

GRENEN & BIRSIĆ, 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 pc \$20.00
m 3 16 2000 Notice to Def
OCT 16 2000 Statement to Plaintiff
A. Shaw
... Notary

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.

CO

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	Docket: 281
Plaintiffs (s)	No.: 00-628-CD
	Real Debt: \$6,282.88
	Atty's Comm:
Vs.	Costs: \$
	Int. From:
Richard C. Travers, d/b/a Travers Trucking	Entry: \$20.00
Defendant (s)	Instrument: Praeclipe 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