

00-667-CD  
KEYSTONE FINANCIAL BANK, NA s/i/t -vs- JENNIFER D. QUICK et al

(15)	KEYSTONE FINANCIAL :	IN THE COURT OF COMMON PLEAS
	BANK, NA, a successor in :	OF CLEARFIELD COUNTY, PENNSYLVANIA
	Interest to MID-STATE :	
	BANK & TRUST :	
	COMPANY :	CIVIL ACTION - LAW
	Plaintiff :	
		NO. <u>00-667-00</u>
	vs. :	
(54)	JENNIFER D. QUICK :	
	And DAVID A. GOWER :	
	Defendants :	

**NOTICE TO DEFEND**

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. 32

**FILED**

**JUN 05 2000**

William A. Shaw  
 Prothonotary

GOODMAN, NOTOPOULOS, SILVERMAN  
 WASOVICH & MEARS:

Alicia Sosnowski  
 Alicia Sosnowski  
 Attorney for Plaintiff

<b>KEYSTONE FINANCIAL</b>	:	<b>IN THE COURT OF COMMON PLEAS</b>
<b>BANK, NA, a successor in</b>	:	<b>OF CLEARFIELD COUNTY, PENNSYLVANIA</b>
<b>Interest to MID-STATE</b>	:	
<b>BANK &amp; TRUST</b>	:	
<b>COMPANY</b>	:	<b>CIVIL ACTION - LAW</b>
Plaintiff	:	
	:	<b>NO. _____</b>
vs.	:	
	:	
<b>JENNIFER D. QUICK</b>	:	
<b>And DAVID A. GOWER</b>	:	
Defendants	:	

**COMPLAINT**

AND NOW, Comes **KEYSTONE FINANCIAL BANK, NA, a successor in interest to MID-STATE BANK & TRUST COMPANY**, by and through its counsel, Goodman, Notopoulos, Silverman, Wasovich & Mears, and files the within Complaint against, **JENNIFER D. QUICK and DAVID A. GOWER**, the Defendants above-captioned, whereof the following is a more complete statement.

1. The Plaintiff is **KEYSTONE FINANCIAL BANK, NA, a successor in interest to MID-STATE BANK & TRUST COMPANY**, a National Banking Association having its main office located at 1130 Twelfth Avenue, Altoona, Blair County, Pennsylvania, 16601.

2. The Defendants are **JENNIFER D. QUICK and DAVID A. GOWER**, adult individuals whose last known address was RR 1, Box 704, Morrisdale, Clearfield County, Pennsylvania 16858.

3. Under date of March 3, 1997 the Defendants entered into Plaintiff's form Motor Vehicle Installment Sales Agreement at Courtesy Motor Sales for the purchase of a

1995 Dodge Intrepid with VIN 1B3HD46F9SF548056. A true and correct copy of said Agreement is attached hereto, made a part hereof, and marked Exhibit "A".

4. Said Exhibit "A" was assigned to the Plaintiff herein with the knowledge and consent of Defendants, and Plaintiff retained a security interest in said vehicle by means of a lien on its Certificate of Title which is attached hereto, made a part hereof, and marked Exhibit "B".

5. Under the terms of said Exhibit "A", the Defendant was required to make sixty (60) consecutive monthly payments of **THREE HUNDRED FIFTY-ONE and 85/100ths (\$351.85) DOLLARS**, commencing on the 3<sup>rd</sup> day of March 1997 and continuing thereafter until liquidated in full.

6. As the result of the Defendant's failure to make one or more of the aforesaid payments, the subject vehicle was voluntarily repossessed by the Plaintiff on or before August 25, 1998.

7. Proper legal notice of the Defendants' right of redemption and notice of the sale of said vehicle in the event of their non-exercise of the right of redemption was sent to the Defendants under date of August 25, 1998. A true and correct copy of said notice is attached hereto, made a part hereof, and marked Exhibit "C".

8. As the result of the Defendants failure to timely exercise their right of redemption as hereinabove set forth, the subject vehicle was sold in a commercially reasonable manner for the sum of **FIVE THOUSAND FOUR HUNDRED and 00/100ths (\$5,400.00) DOLLARS**. A true and correct copy of the bid received on said vehicle is attached hereto, made a part hereof, and marked as Exhibit "D".

9. The proceeds of the aforesaid sale, and all other credits to which Defendants were entitled were applied to their account, and after such application there remained a deficiency balance of **NINE THOUSAND EIGHT HUNDRED TWELVE and 02/100ths (\$9,812.02) DOLLARS.**

10. Notice of said deficiency and demand for payment thereof was sent to Defendants under date of October 20, 1998. A true and correct copy of said notice is attached hereto, made a part hereof, and marked as Exhibit "E".

11. Despite their receipt of the said Exhibit "E", and their failure to contest the accuracy thereof, the Defendants have neglected and refused to pay same, or any portion thereof.

**WHEREFORE**, Plaintiff, **KEYSTONE FINANCIAL BANK, NA** demands judgment in its favor and against the Defendants, **JENNIFER D. QUICK and DAVID A. GOWER**, individually, in the sum of **NINE THOUSAND EIGHT HUNDRED TWELVE and 02/100ths (\$9,812.02) DOLLARS**, together with interest thereon from the 20th day of October, 1998, and the costs of this lawsuit.

Goodman, Notopoulos, Silverman,  
Wasovich & Mears

By Alicia Sosnowski  
Alicia Sosnowski, Esquire  
Counsel for Plaintiff  
PA Id. No. 64964  
800 North Logan Boulevard  
P.O. Box 1429  
Altoona, PA 16603  
814/946-0836

**EXHIBIT A**

PENNSYLVANIA  
MOTOR VEHICLE INSTALLMENT SALE CONTRACT.

Dated 03/03/1997 19

JENNIFER D QUICK  
00000152018-20006

<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 Cost</b> The total cost of your purchase on credit, including your downpayment.
10.0000 %	\$ 4551.00	16560.00	\$ 21111.00	\$ 21865.00

Your Payment Schedule will be:

No. of Payments	Amount of Payments	When Payments Are Due
60	\$ 351.85	Monthly, beginning 04/02/1997

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. e means estimate

In this Contract

we are

the SELLER.

COURTESY MOTOR SALES INC. 3100 PLEASANT VALLEY BLVD ALTOONA, PA

Name

Address

Zip Code

You are

the BUYER(S).

JENNIFER D QUICK DAVID A GOWER

RR1 BOX 704 MORRISDALE PA 16858

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:

96 DODG DAKO

\$ 20450.00 - \$ 19696.00 = \$ 754.00

Year and Make

Series

Gross Allowance

Still Owng

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 Owng."

**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? N/A 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

By signing, you select Single Credit Accident & Health Insurance, which costs \$ N/A age? \_\_\_\_\_ Years

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

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

1 \_\_\_\_\_ %

2 \_\_\_\_\_ %

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

Insurer:

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.

USED 95 DODG INTR SDN 1B3HD46F9SF548056

Equipped AT P.S. AM-FM Stereo 5 Spd. Other \_\_\_\_\_  
with AC 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 obligations under this Contract and in the Security Agreement shall belong to and be enforceable by the Assignee. The Assignee will make an assignment.

MID-STATE BANK, 1130 Twelfth Avenue, Altoona, PA 16603-2007

**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.

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 ~~20000.00~~

\$ 17250.00

Cash Downpayment

\$ N/A

Net Trade-In

\$ 754.00

Total Downpayment

\$ 754.00

Unpaid Cash Price Balance

\$ 16496.00

To Credit Insurance Company

\$ N/A

To Public Officials for:

License, Tags and Registration

\$ 59.00

Lien Fee

\$ 5.00

To **SERVICE CONTRACT**

\$ N/A

To \_\_\_\_\_

\$ N/A

To \_\_\_\_\_

\$ N/A

To \_\_\_\_\_

\$ N/A

**Amount Financed**

\$ 16560.00

**Finance Charge**

\$ 4551.00

**Total of Payments (Time Balance)**

\$ 21111.00

**Payment Schedule:** You agree to pay to us the Amount Financed plus interest in

59

payments of \$ 351.85

each, and a final payment of \$ 351.85. The first

payment will be due on 04/02/1997

19, and then payments

will be due on that same day of each month

following.

## 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 on the outstanding balance of the Amount Financed. The Finance Charge shown on the front page 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 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 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 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. **THE INSURANCE WE PURCHASE MAY BE SIGNIFICANTLY MORE EXPENSIVE AND PROVIDE YOU LESS COVERAGE THAN INSURANCE YOU COULD PURCHASE YOURSELF.**

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

The information you see on the window sticker for this vehicle is subject to the following 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 credit insurance coverage provided by Credit Insurance Group Credit Life Insurance coverage on Group Credit Accident and Disability Insurance coverage will be applicable to this Contract if so stated on the window sticker. This insurance is subject to acceptance by the insurer. This insurance, subject to acceptance by the insurer, covers only the person named on the window sticker.

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 the Contract. You agree to repay the money advanced as we alone may specify: (1) immediately on demand or by doing with your monthly payments; or (2) 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 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 of 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 or, 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 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 replevin) 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 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.
- 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 replevin):

- 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:
  - Default 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.**



**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 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 enforce the terms of the Contract. You agree to make payments at the place or to send payments to the address which the Assignee has recently specifies in the written notice to you.

**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.

**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.

SELLER COURTESY MOTOR SALES, INC.

BY Matthew H. Humes 03/03/1997  
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 James D. Duck (SEAL) 03/03/1997  
Date

BUYER \_\_\_\_\_ (SEAL) 03/03/1997  
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.

David A. Lower (SEAL)  
Co-Signer's Signature

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 deficiency 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 James D. Duck  
Date

CO-SIGNER David A. Lower  
Date

CO-SIGNER OR CO-OWNER

**NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.**

ORIGINAL

© 1996 BANCONSUMER SERVICE, INC.

IF BUYER IS DEFERRED THE REQUEST FOR SUCH INSURANCE, THE AMOUNT OF CHARGE IS INCREASED FOR EACH TYPE OF CREDIT ASSISTANCE TO BE PURCHASED. THE TERM OF INSURANCE AND COMMENCEMENT 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 or as follows, Mid-State Bank (Name) 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 hereby is absolute, free of all liens, encumbrances and security interests, and is subject only to the rights of the Buyer as set forth therein; the Contract is genuine; the signatures thereon are not forgeries, arose from the sale of the Vehicle therein described, and all parties therein are of full age and had capacity to contract; 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 consisted of notes, post-dated checks, other credit advanced by us to Buyer or rebates or similar payments from us to the Buyer (however manufacturer rebates may constitute all or a part of the downpayment); all warranties and statements therein are true; there is owing thereon the Amount financed plus interest at the Annual Percentage Rate of the Contract set forth therein; we are duly licensed under the Pennsylvania Motor Vehicle Sales Finance Act and have duly complied with all requirements thereof with respect to the transaction and with the federal Truth-in-Lending Act and with any other federal or state law, rule or regulation applicable to this Contract; a motor vehicle title certificate showing a lien or encumbrance in favor of Assignee has been or will be applied for promptly; the title of the Vehicle has not been suspended and the Seller knows of no facts which may 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) affixed 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 therefor, in cash, the amount owing thereon, 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 assertion, either oral or written, that the Vehicle is defective, not as represented to the Buyer 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 property 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 RECOURSE" or "WITH REPURCHASE," Seller's assignment shall, except for the provisions of the paragraph titled "Assignment," be without recourse.

☐ WITH FULL RECOURSE—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 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 repurchase price, in cash, computed as set forth above, 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: Courtesy Motor Sales

By: Melanie Snyder

Date: 3/10/97

**EXHIBIT B**

8.983  
RSA  
6589

3046 95548056		95		000GE		47935875003 MI	
VEHICLE IDENTIFICATION NUMBER		YEAR		MAKE OF VEHICLE		TITLE NUMBER	
SON		0		9/22/98		060598	
BODY TYPE		DUP		SEAT CAP		PRIOR TITLE STATE	
02/07/98		9/22/98		ODOM. PROC. DATE		ODOM. MILES	
DATE PA TITLED		DATE OF ISSUE		UNLADEN WEIGHT		GVWR	
						GCWR	
						TITLE BRANDS	

MID-STATE BANK  
REMARKETING SERVICES  
40 JOHN GLEN DR STE 100  
AMHERST NY 14228

SECOND USE FAVOR OF

BY \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

SECOND LIEN RELEASED

4. A second jointholder 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.

MAILING ADDRESS

BY \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

039222

MID STATE BANK  
REMARKETING SERVICES  
40 JOHN GLEN DR STE 100  
AMHERST NY 14228

BRADLEY L MALLORY

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.

SUBSCRIBED AND SWORN  
TO BEFORE ME:

MO DAY YEAR

SIGNATURE OF PERSON ADMINISTERING CATH-

-When applying for title with a co-owner, other than your spouse, check one of

A ☐ Joint Tenants with Right of Survivorship (on death of one owner, title passes to the other owner(s)).

**Tenants in Common** (or death of one owner, but not the other).

goes to his or her heirs or estate)

1ST LIE DATE

→ IF NO LIEN. CHECK

1ST LIENHOLDER

STREET

CITY

STAT

210

FINANCIAL INSTITUTION NUMBER

2ND'      4TE

→ IF NO LIEN CHECK ☐

2ND L<sup>1</sup> HOLDER

STREET:

CITY

—

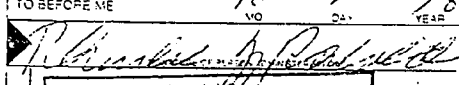
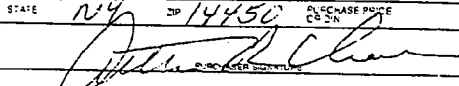
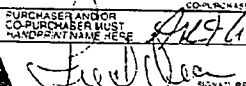
FINANCIAL INSTITUTION NUMBER

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

THIS DOCUMENT CONTAINS A WATERMARK OF THE LIBERTY BELL

nn262715

TYPE OR PRINT) Certificate of Title must be submitted within 20 days, unless the purchaser is a registered dealer holding the vehicle for resale  
**WARNING** — FEDERAL AND STATE LAWS REQUIRE THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

A. ASSIGNMENT OF TITLE		PURCHASER OR FULL BUSINESS NAME LAST FIRST MI. <u>ARTHUR R. CHASE</u>	
We certify to the best of my knowledge that the odometer reading is <u>62578</u> miles and reflects the actual mileage of the vehicle. unless one of the following boxes is checked: <input type="checkbox"/> Reflects the amount of mileage in excess of its mechanical limits <input type="checkbox"/> Is NOT the actual mileage WARNING: Odometer discrepancy transferred to the persons of the dealer's title. We further certify that the vehicle is free of any encumbrance and that ownership is hereby transferred to the persons of the dealer's title.		CO-PURCHASER STREET ADDRESS <u>352 N. CEDON CTR RD</u> CITY <u>FAIRPORT</u> STATE <u>NY</u> ZIP <u>14450</u> PURCHASE PRICE OR ON <u>14450</u>	
SUBSCRIBED AND SWORN TO BEFORE ME <u>10 - 7 - 98</u> MO DAY YEAR 		PURCHASER SIGNATURE 	
Notary Seal Phoebe J. Rabold, Notary Public Manheim Boro, Lancaster County, PA My Commission Expires Feb. 20, 1999 Member, Pennsylvania Association of Notaries		PURCHASER AND/OR CO-PURCHASER MUST HANDPRINT NAME HERE <u>Arthur R. Chase</u> SIGNATURE OF SELLER 	
SEAL		MID STATE BANK SELLER AND/OR CO-SELLER MUST HANDPRINT NAME HERE <u>Fred Duman</u> SIGNATURE OF SELLER	
B. RE-ASSIGNMENT OF TITLE BY REGISTERED DEALER			
We certify to the best of my knowledge that the odometer reading is <u>62578</u> miles and reflects the actual mileage of the vehicle. unless one of the following boxes is checked: <input type="checkbox"/> Reflects the amount of mileage in excess of its mechanical limits <input type="checkbox"/> Is NOT the actual mileage WARNING: Odometer discrepancy transferred to the persons of the dealer's title. We further certify that the vehicle is free of any encumbrance and that ownership is hereby transferred to the persons of the dealer's title.		PURCHASER OR FULL BUSINESS NAME LAST FIRST MI. CO-PURCHASER STREET ADDRESS CITY STATE ZIP PURCHASE PRICE OR ON	
SUBSCRIBED AND SWORN TO BEFORE ME MO DAY YEAR		PURCHASER SIGNATURE CO-PURCHASER SIGNATURE PURCHASER AND/OR CO-PURCHASER MUST HANDPRINT NAME HERE SIGNATURE OF SELLER SELLER MUST HANDPRINT NAME HERE	
DO NOT NOTARIZE UNLESS SIGNED IN PRESENCE OF A NOTARY AND PURCHASER'S NAME IS LISTED AND SELLER IS A DEALER		C. RE-ASSIGNMENT OF TITLE BY REGISTERED DEALER	
We certify to the best of my knowledge that the odometer reading is <u>62578</u> miles and reflects the actual mileage of the vehicle. unless one of the following boxes is checked: <input type="checkbox"/> Reflects the amount of mileage in excess of its mechanical limits <input type="checkbox"/> Is NOT the actual mileage WARNING: Odometer discrepancy transferred to the persons of the dealer's title. We further certify that the vehicle is free of any encumbrance and that ownership is hereby transferred to the persons of the dealer's title.		PURCHASER OR FULL BUSINESS NAME LAST FIRST MI. CO-PURCHASER STREET ADDRESS CITY STATE ZIP PURCHASE PRICE OR ON	
SUBSCRIBED AND SWORN TO BEFORE ME MO DAY YEAR		PURCHASER SIGNATURE CO-PURCHASER SIGNATURE PURCHASER AND/OR CO-PURCHASER MUST HANDPRINT NAME HERE SIGNATURE OF SELLER SELLER MUST HANDPRINT NAME HERE	
DO NOT NOTARIZE UNLESS SIGNED IN PRESENCE OF A NOTARY AND PURCHASER'S NAME IS LISTED AND SELLER IS A DEALER		D. RE-ASSIGNMENT OF TITLE BY REGISTERED DEALER	
We certify to the best of my knowledge that the odometer reading is <u>62578</u> miles and reflects the actual mileage of the vehicle. unless one of the following boxes is checked: <input type="checkbox"/> Reflects the amount of mileage in excess of its mechanical limits <input type="checkbox"/> Is NOT the actual mileage WARNING: Odometer discrepancy transferred to the persons of the dealer's title. We further certify that the vehicle is free of any encumbrance and that ownership is hereby transferred to the persons of the dealer's title.		PURCHASER OR FULL BUSINESS NAME LAST FIRST MI. CO-PURCHASER STREET ADDRESS CITY STATE ZIP PURCHASE PRICE OR ON	
SUBSCRIBED AND SWORN TO BEFORE ME MO DAY YEAR		PURCHASER SIGNATURE CO-PURCHASER SIGNATURE PURCHASER AND/OR CO-PURCHASER MUST HANDPRINT NAME HERE SIGNATURE OF SELLER SELLER MUST HANDPRINT NAME HERE	
DO NOT NOTARIZE UNLESS SIGNED IN PRESENCE OF A NOTARY AND PURCHASER'S NAME IS LISTED AND SELLER IS A DEALER		E. CHECK HERE IF APPLICATION FOR DEALER TITLE AND COMPLETE SECTION D. TITLING FEES \$	

**EXHIBIT C**



P.O. BOX 1384  
POTTSVILLE, PA 17901



PHONE: 1-800-895-9304  
FAX: 717-628-9231

August 25, 1998

VIA CERTIFIED MAIL

Jennifer Quick  
RR 1 Box 704  
Morrisdale PA 16858

RE: MID-STATE BANK  
IL #152018-20006

Dear Ms. Quick:

This is to inform you that we have taken possession of the 1995 Dodge Intrepid VIN #1B3HD46F9548056, sold to you on an Installment Sales Contract and on which you have defaulted on the June through August 1998 payments.

The vehicle, which is stored at the convenience of Mid-State Bank, may be redeemed by you upon payment of the balance due within fifteen days from the date of this letter. Payment must also be made either by cash, cashier's check or money order, and be made at Mid-State Bank, c/o Keystone Financial, Inc., PO Box 1384, Pottsville, Pa 17901. If you do not redeem the vehicle, it will be sold at a private or public sale. If a deficiency balance exists after the sale, you will be responsible for that balance.

Balance Owing	\$ 14,087.81
Plus Late Charges	\$ 7.04
Plus Accrued Interest	\$ 239.31
Plus Repossession Costs	\$ 125.00

---

Amount Due and Payable \$ 14,459.16  
Plus Storage, and Repairs

Any applicable insurance, warranty, or extended service rebates will be refunded to you by the dealer if paid within the prescribed time period.

Sincerely,

*Robert L Wydra / jel*  
Robert L. Wydra  
Adjustor

RLW/jel

TO: P 977 255 480  
Jennifer Quick  
RR 1 Box 704  
Morrisdale PA 16858  
MSB 152018-20006 (R)

SENDER: L Curnow

REFERENCE:

PS FORM 3800, SEPTEMBER 1995		0.32
RETURN RECEIPT SERVICE	Postage	1.35
	Certified Fee	1.10
	Return Receipt Fee	0.00
	Restricted Delivery	0.00
	Total Postage and Fees	2.77

US Postal Service

**Receipt for  
Certified Mail**

No Insurance Coverage Provided  
Do not use for International Mail

POSTMARK OR DATE

RE:

SENDER: L Curnow

3. Article Addressed to:  
Jennifer Quick  
RR 1 Box 704  
Morrisdale PA 16858

MSB 152018-20006 (R)

5. Received By: (Print Name)

*Jennifer Quick*

6. Sign

*JL*  
PS For

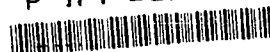
I also wish to receive the  
following service (for an extra fee):

RESTRICTED  
DELIVERY

Consult postmaster for fee.

4a. Article Number

P 977 255 480



4b. Service Type ☒ CERTIFIED

7. Date of Delivery

8-27-98

8. Addressee's Address

urn Receipt





P.O. BOX 1384  
POTTSVILLE, PA 17901

Certified Article Number

P 977 255 481

SENDER'S RECORD

PHONE: 1-800-895-9304  
FAX: 717-628-9231

August 25, 1998

VIA CERTIFIED MAIL

David Gower  
RR 1 Box 704  
Morrisdale PA 16858

**RE: MID-STATE BANK  
IL #152018-20006**

Dear Mr. Gower:

This is to inform you that we have taken possession of the 1995 Dodge Intrepid VIN #1B3HD46F9548056, sold to you on an Installment Sales Contract and on which you have defaulted on the June through August 1998 payments.

The vehicle, which is stored at the convenience of Mid-State Bank, may be redeemed by you upon payment of the balance due within fifteen days from the date of this letter. Payment must also be made either by cash, cashier's check or money order, and be made at Mid-State Bank, c/o Keystone Financial, Inc., PO Box 1384, Pottsville, Pa 17901. If you do not redeem the vehicle, it will be sold at a private or public sale. If a deficiency balance exists after the sale, you will be responsible for that balance.

Balance Owing	\$ 14,087.81
Plus Late Charges	\$ 7.04
Plus Accrued Interest	\$ 239.31
Plus Repossession Costs	\$ 125.00

---

Amount Due and Payable \$ 14,459.16  
**Plus Storage, and Repairs**

Any applicable insurance, warranty, or extended service rebates will be refunded to you by the dealer if paid within the prescribed time period.

Sincerely,

*Robert L Wydra/jel*  
Robert L. Wydra  
Adjuster

RLW/jel

TO: P 977 255 481  
David Gower  
RR 1 Box 704  
Morrisdale PA 16858  
MSB 152018-20006 (R)

SENDER: L Cumow

REFERENCE:

PS FORM 3800, SEPTEMBER 1995		0.32
RETURN RECEIPT SERVICE	Postage	1.55
	Certified Fee	1.10
	Return Receipt Fee	0.00
	Restricted Delivery	0.00
	Total Postage and Fees	2.77

US Postal Service  
**Receipt for  
Certified Mail**  
No Insurance Coverage Provided  
Do not use for International Mail

POSTMARK OR DATE

RE:  
SENDER: L Cumow

3. Article Addressed to:  
David Gower  
RR 1 Box 704  
Morrisdale PA 16858

MSB 152018-20006 (R)

5. Received By: (Print Name)

ALICE QUICK

6. Signature: (Addressee or Agent)

Alice Quick  
PS Form 3811, December 1994

I also wish to receive the  
following service (for an extra fee):

RESTRICTED  
DELIVERY

☐

Consult postmaster for fee.

4a. Article Number

P 977 255 481



4b. Service Type ☒ CERTIFIED

7. Date of Delivery

8-27-98

8. Addressee's Address

9-31-98

Domestic Return Receipt

Pic

3999 Spru  
Shermans

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Author

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igned:

**EXHIBIT D**

Check Draft number 0376029 Universal key 1998-040-30-0165 Invoice # 9232777  
Lease account number 401859 MIDSTATE BANK-KEY Work order number 806589  
Account name REMARKETING SERV OF AMERICA  
1995 DODGE INTREPID 4DSN GREEN 6G 1B3HD46F9SF548056 60,598

Sale Price	5,400.00
Selling Fee	90.00
Recon Fees	281.00
Accounts Receivable	.00
No Title Fee	0.00
Dealer Recon Fees	.00
Certification Fee	.00

Net Amount of check 5,029.00  
=====

Buyer 61494 ARTHUR R CHASE



PHONE (717) 266-6611  
Quality Service Since 1957

PA. AUTO DEALER'S EXCHANGE, INC.  
INTERSTATE 83 - EXIT 12 (STRINESTOWN)  
P.O. BOX 41 YORK, PA. 17405

SELLER'S COPY AND ODOMETER DISCLOSURE STATEMENT

LEASE

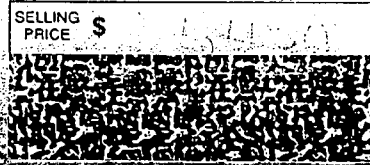
KEY		SALE DATE		INVOICE NO.		ENTRY NO.														
1993 CAD		10/01/96		9232777		30-01-03														
YEAR	MAKE	MODEL/SUB SERIES	BODY	COLOR	ENG	INT CLR	INT	R	TRN	PS	PB	AC	EW	ES	TOP	CC	EL	4X	TL	SRS
1993	CADILLAC	IMPERIAL	4DR	BLACK	6.0															

ANNOUNCED CONDITIONS

SEE IN REAR WINDOW

SELLER (TRANSFEROR)	BLUE NO TITLE	SERIAL NO.
PA. AUTO DEALER'S EXCHANGE, INC. 10000 R CHASE 352 WACEDON CIR RD PATERBORO NY 144509788 CALL 7303624 WALTER R CHASE	GREEN WDR RED - AS IS YELLOW MILEAGE YELLOW LISTEN IF SOS CLERK AUCTIONEER	1031046795174005
<b>ODOMETER DISCLOSURE STATEMENT</b> Section 580.5 Disclosure form.		
Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.		
(1) I hereby certify to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.		
(2) I hereby certify that the odometer reading is NOT the actual mileage - <b>WARNING</b>		
<b>ODOMETER DISCREPANCY.</b>		
I, <u>WALTER R CHASE</u> state that the odometer now reads <u>60595</u> miles (no tenths) and to the best of my knowledge that it reflects the actual mileage of the vehicle described above, unless one of the above statements is checked.		
TRANSFEROR'S SIGNATURE (SELLER) <u>WALTER R CHASE</u> PRINTED NAME OF SIGNOR		

PRINTED TRANSFEREE'S NAME (BUYER)	TRANSFEREE'S SIGNATURE (BUYER)	RECEIPT OF ODOMETER STATEMENT ACKNOWLEDGED
<u>WALTER R CHASE</u>	<u>WALTER R CHASE</u>	TRANSFEREE (BUYER) MUST RETURN SIGNED COPY OF ODOMETER DISCLOSURE STATEMENT (FRONT & BACK) OF THIS FORM TO TRANSFEROR (SELLER) OR BE SUBJECT TO CIVIL & CRIMINAL PENALTIES FOR VIOLATING FEDERAL AND STATE LAWS (49 C.F.R. 580.5)
THIS SALE IS SOLELY A TRANSACTION BETWEEN THE BUYING AND SELLING DEALERS. NO REPRESENTATION OF TITLE TO THIRD PARTIES IS MADE OR INTENDED. SUBJECT TO AGREEMENT ON REVERSE SIDE.		



☒ DATE SOLD 10/07/1998

**RECON CENTER WORK ORDER and INVOICE 10/07/1998**

WORK ORDER 0805589

0050627

REMARKETING SERV OF AMERICA

40 JOHN GLENN DRIVE NY 14228-2101

ACTION NAME

PENNA AUTO DEALERS' EXCHANGE

DATE REC'D 8/27/1998 STOCK NO.

MSA6589

VEHICLE RECEIVED FROM

0050627

REMARKETING SERV OF AMERICA

40 JOHN GLENN DRIVE NY 14228-2101

FO BOX 41 YORK

FA 174050041

TITLE NO.

47935875003 MI

UNIT NO.

401854 MIDSTATE BANAMHERST

40 JOHN GLENN DRIVE NY 14228-2101

1995 DODGE

MODEL INTREPID

BODY ALUM GREEN

47935875003 MI

ENG R TEN PS PB AC EW ES TOP CC DRL INT 44 TURBO SERIAL NO.

C A X X X X X X X X X X

1R3H146F9SE 548056

DESCRIPTION

HOURS

AMOUNT

QTY.

PART NO.

DESCRIPTION

AMOUNT

TOTAL LABOR

TOTAL PARTS

1.00

TOTAL OUTSIDE LABOR

TOTAL OUTSIDE PART

1.00

TOTAL MISC

TOTAL SELLING FEES

NO. AMOUNT

FULL CLEAN-UP

85.00

TOTAL APPEAR RECON

85.00

MILLEREN, PA

1995.00

TOTAL TRANS

1995.00

NO.	AMOUNT	DESCRIPTION
1	1.00	SALES TAX
2		SALES TAX
3		SALES TAX
4		SALES TAX
5		SALES TAX
6		SALES TAX
7		SALES TAX
8		SALES TAX
9		SALES TAX
10		SALES TAX
TOTAL		

**RSA** Remarketing Services  
of America, Inc.

08-October-1998

Client: Midstate Bank(Key)  
Address: One South Centre

Pottsville, PA 17901

Customer: Quick, Jennifer

RSA Inventory #: 401859      Year: 95  
Customer Account: 1520186      Make: Dodge  
Identification #: 1B3HD46F9SF548056      Model: Intrepid

**A C C O U N T   R E C O N C I L I A T I O N**

**Proceeds:**

10/07/98	GSALE	CR218072	PADE	5400.00
----------	-------	----------	------	---------

**Fees:**

10/07/98	FEE	RSA-1	RSA Rmkt Fee	-160.00
----------	-----	-------	--------------	---------

**Expenses:**

09/11/98	TITLE	AP295237	Auto Dealers Title Service Com	-7.00
09/11/98	TITLE	AP295282	Commonwealth of PA DMV	-22.50
10/08/98	TRANS	CR218072	PADE	-195.00
10/08/98	AUCT	CR218072	PADE	-90.00
10/08/98	RECON	CR218072	PADE	-85.00
10/08/98	REPAI	CR218072	PADE	-1.00

**Net Proceeds: \$4839.50**

VADE  
02 25:55  
RECON

# REMARKETING SERVICES OF AMERICA, INC. - SERVICED ASSETS

170461

170461

Vendor ID	Vendor Name	Payment Number	Check Date
0450	Midstate Bank(Keystone)	00000000000156289	10/9/98

Account	Customer	RSA Number	VIN/Description	Date	Amount
1520186	Quick, Jennifer	RS401859	1B3HD46F9SF548056	10/8/98	\$4,839.50

*(Handwritten signature/initials)*

\$4,839.50

10/5/98



**EXHIBIT E**



P.O. BOX 1334  
POTTSVILLE, PA 17901

msB

# 152018-20006

Indirect

PHONE: 1-800-895-9304  
FAX: 717-628-9231

### STATEMENT OF SALE

Jennifer Quick  
RR1 Box 704  
Morrsidale, PA 16858

October 20, 1998

**RE: IL #152018-20006  
1995 Dodge Intrepid**

Dear Ms. Quick:

Since the above-stated vehicle was not redeemed by you in the time frame specified by *Notice of Repossession* dated August 25, 1998, it was sold at a public or private sale pursuant to the loan agreement.

The sale resulted in a deficiency balance being owed to us by you. Details of the amount owed are as follows:

Proceeds of Sale Applied to Balance	\$ 4,839.50
Payoff of Loan (after Proceeds & Rebates)	\$ 9,635.23
Plus Expense of Repossession	\$ 176.79
	=====
<b>TOTAL DEFICIENCY BALANCE DUE</b>	<b>\$ 9,812.02</b>

Please send payment immediately to: Mid-State Bank, PO Box 1384, Pottsville, Pa 17901.

Failure by you to pay the above-referenced amount within 10 days may result in further collection activity or legal action.

Sincerely,

Kenneth W. Moerder  
Workout Department Manager  
Keystone Financial, Inc.

KWM/lac



P.O. BOX 1384  
POTTSVILLE, PA 17901

PHONE: 1-800-895-9304  
FAX: 717-628-9231

**STATEMENT OF SALE**

David Gower  
RR1 Box 704  
Morrsdale, PA 16858

October 20, 1998

**RE: IL #152018-20006  
1995 Dodge Intrepid**

Dear Mr. Gower:

Since the above-stated vehicle was not redeemed by you in the time frame specified by *Notice of Repossession* dated August 25, 1998, it was sold at a public or private sale pursuant to the loan agreement.

The sale resulted in a deficiency balance being owed to us by you. Details of the amount owed are as follows:

Proceeds of Sale Applied to Balance	\$ 4,839.50
Payoff of Loan (after Proceeds & Rebates)	\$ 9,635.23
Plus Expense of Repossession	\$ 176.79
	=====
<b>TOTAL DEFICIENCY BALANCE DUE</b>	<b>\$ 9,812.02</b>

Please send payment immediately to: Mid-State Bank, PO Box 1384, Pottsville, Pa 17901.

Failure by you to pay the above-referenced amount within 10 days may result in further collection activity or legal action.

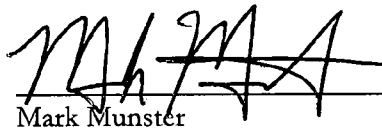
Sincerely,

Kenneth W. Moerder  
Workout Department Manager  
Keystone Financial, Inc.

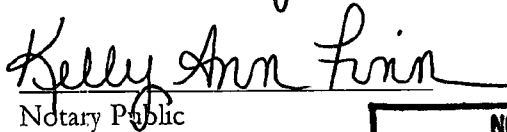
KWM/lac

COMMONWEALTH OF PENNSYLVANIA :  
: ss  
COUNTY OF SCHUKYLL :

Personally appeared before me, the undersigned authority, a Notary Public, **MARK MUNSTER**, who, being duly sworn according to law, deposes and says that he is a Loan Adjuster Supervisor for **KEYSTONE CREDIT AND COLLECTIONS**, that he has been authorized to make the within affidavit on behalf of said corporation, and that he as the said Loan Adjuster Supervisor deposes and says that the facts set forth in the foregoing instrument are true and correct according to the best of his information, knowledge and belief.

  
Mark Munster

Sworn to and subscribed before me  
this 26<sup>th</sup> day of May, 2000.

  
Notary Public

My Commission Expires:



FILED

JUN 09 2000

7/2/07/3  
William A. Shaw

Prothonotary

Sherry  
~~Sherry~~

Atty. Sasnowski

Pat. \$10.00

ALICIA SOSNOWSKI

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

KEYSTONE FINANCIAL BANK

00-667-CD

VS

QUICK, JENNIFER D.

COMPLAINT

SHERIFF RETURNS

NOW JUNE 13, 2000 AT 10:55 AM DST SERVED THE WITHIN COMPLAINT ON JENNIFER D. QUICK, DEFENDANT AT RESIDENCE RR 1 BOX 704, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JENNIFER D. QUICK A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

NOW JUNE 13, 2000 AT 10:55 AM DST SERVED THE WITHIN COMPLAINT ON DAVID A. GOWER, DEFENDANT AT RESIDENCE RR 1 BOX 704, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JENNIFER D. QUICK, LIVE IN GIRLFRIEND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

44.61 SHFF. HAWKINS PAID BY: ATTY  
20.00 SURCHARGE PAID BY: ATTY

SWORN TO BEFORE ME THIS

21st DAY OF June 2000  
*William A. Shaw*

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

SO ANSWERS,

*Chester A. Hawkins*  
*by Mary Hawkins*  
CHESTER A. HAWKINS  
SHERIFF

FILED

JUN 21 2000  
01:32 PM  
William A. Shaw  
Prothonotary *WAS*

KEYSTONE FINANCIAL : IN THE COURT OF COMMON PLEAS  
BANK, NA, a successor in : OF CLEARFIELD COUNTY, PENNSYLVANIA  
Interest to MID-STATE :  
BANK & TRUST :  
COMPANY : CIVIL ACTION - LAW

Plaintiff :

: NO.00-667-CD

vs. :

56  
JENNIFER D. QUICK :

24  
And DAVID A. GOWER :

Defendants :

**PRAECIPE FOR ENTRY OF JUDGMENT OF DEFAULT**

**TO THE PROTHONOTARY:**

Kindly enter Judgment in the above-captioned in favor of the Plaintiff, KEYSTONE FINANCIAL BANK, NA, a successor in interest to MID-STATE BANK & TRUST COMPANY and against the Defendants, JENNIFER D. QUICK and DAVID A. GOWER, for failure to enter an appearance and/or file a responsive pleading to the Complaint within twenty (20) days after service of same upon him. A true copy of the Plaintiff's Notice of Intention to File Default Judgement is attached hereto.

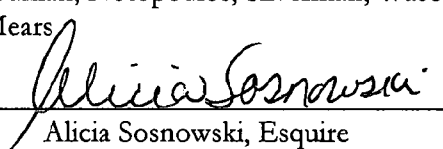
Upon entry of Judgment, kindly assess Plaintiff's damages as follows:

Principal	\$11,293.22
Interest:	Date of Entry of Judgment
Costs:	To be added

TOTAL AMOUNT OF JUDGMENT: \$11,293.22

Respectfully Submitted:  
Goodman, Notopoulos, Silverman, Wasovich  
& Mears

By

  
Alicia Sosnowski, Esquire  
Attorney for Plaintiff  
800 North Logan Boulevard  
P.O. Box 1429  
Altoona, PA 16603  
(814) 946-0836

**FILED**

JUL 26 2000

William A. Shaw  
Prothonotary

KEYSTONE FINANCIAL : IN THE COURT OF COMMON PLEAS  
BANK, NA, a successor in : OF CLEARFIELD COUNTY, PENNSYLVANIA  
Interest to MID-STATE :  
BANK & TRUST :  
COMPANY : CIVIL ACTION - LAW  
Plaintiff :  
vs. : NO. 00-667-CD  
JENNIFER D. QUICK :  
And DAVID A. GOWER :  
Defendants :

TO: Jennifer D. Quick  
RR 1, Box 704  
Morrisdale, PA 16858

David A. Gower  
RR 1, Box 704  
Morrisdale, PA 16858

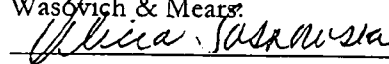
Date of Notice: July 11, 2000

**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 THESE 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:

**DAVID S. MEHOLICK, COURT ADMINISTRATOR**  
Clearfield County Courthouse  
Clearfield, PA 16830  
814/765-2641 ext. 32

Goodman, Notopoulos, Silverman  
Wasovich & Mears

  
Alicia Sosnowski

Attorney for Petitioner  
800 North Logan Boulevard  
P.O. Box 1429  
Altoona, PA 16603  
(814) 946-0836



KEYSTONE FINANCIAL : IN THE COURT OF COMMON PLEAS  
BANK, NA, a successor in : OF CLEARFIELD COUNTY, PENNSYLVANIA  
Interest to MID-STATE :  
BANK & TRUST :  
COMPANY : CIVIL ACTION - LAW  
Plaintiff :  
vs. :  
JENNIFER D. QUICK :  
And DAVID A. GOWER :  
Defendants :

TO: Jennifer D. Quick  
RR 1, Box 704  
Morrisdale, PA 16858

David A. Gower  
RR 1, Box 704  
Morrisdale, PA 16858

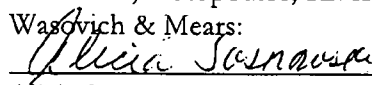
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814/765-2641 ext. 32

Goodman, Notopoulos, Silverman  
Wasovich & Mears:

  
Alicia Sosnowski

Attorney for Petitioner  
800 North Logan Boulevard  
P.O. Box 1429  
Altoona, PA 16603  
(814) 946-0836

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:	GOODMAN, NOTOPOULOS, SILVERMAN, WASOVICH & MEARS Attorneys At Law P.O. Box 1429 Altoona, PA 16603 <i>Alicia Sosnowski Esq</i>		
One piece of ordinary mail addressed to:			
<i>Jennifer D. Quick</i> <i>RR1 Box 704</i> <i>Morrisdale PA 16858</i>			

171  
 3010  
 8547  
 \$00.600  
 JUL 11 00  
 16601  
 MAILED FROM ALTOONA PA  
 UNITED STATES POSTAGE  
 PB8689474

PS Form 3817, Mar. 1989

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:	GOODMAN, NOTOPOULOS, SILVERMAN, WASOVICH & MEARS Attorneys At Law P.O. Box 1429 Altoona, PA 16603 <i>Alicia Sosnowski Esq</i>		
One piece of ordinary mail addressed to:			
<i>David A. Gower</i> <i>RR1 Box 704</i> <i>Morrisdale PA 16858</i>			

174  
 3060  
 8548  
 \$00.600  
 JUL 11 00  
 16601  
 MAILED FROM ALTOONA PA  
 UNITED STATES POSTAGE  
 PB8689474

PS Form 3817, Mar. 1989

FILED

JUL 26 2000

Atty Sasnowski

William A. Shaw  
Prothonotary

pd 1000.00

or Not. to Dey: J. Quick

D. L. Bowler

Statement to

Atty Sasnowski

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

COPY

KEYSTONE FINANCIAL BANK, a  
successor in interest to  
MID-STATE BANK & TRUST CO.,

vs.

No. 00-667-CD

JENNIFER D. QUICK and  
DAVID A. GOWER,

TO: Defendant(s):

NOTICE is given that a JUDGMENT in the above captioned matter  
has been entered against you in the amount of \$11,293.22 on  
the 26th day of July, 2000.

WILLIAM A. SHAW  
PROTHONOTARY

---

William A. Shaw

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

KEYSTONE FINANCIAL BANK, NA, a  
successor in Interest to MID-  
STATE BANK & TRUST COMPANY,

Plaintiff(s)

vs.

JENNIFER D. QUICK and DAVID A.  
GOWER,

Defendant(s)

No. 00-667-CD

Real Debt \$11,293.22

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

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

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

Entry \$20.00

Instrument DEFAULT JUDGMENT

Date of Entry July 26, 2000

Expires July 26, 2005

Certified from the record this 26th day of July, 2000

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

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

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

COPY