

00-777-CD
ASSOCIATES COMMERCIAL CORP. -vs- RONALD B. GEARHART JR.

LAW OFFICES OF
KNUPP, KODAK & IMBLUM, P.C.
CAMERON MANSION
407 NORTH FRONT STREET
PO. BOX 11848
HARRISBURG, PA 17108-1848

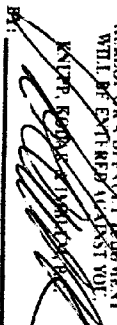
FILED

JUL 12 2000

0710:2511cc atty
William A. Shaw
Prothonotary

Kodak

Exel

TO THE ABOVE NAMED DEFENDANT:
YOU ARE HEREBY NOTIFIED TO
PLEAD TO THE ENCLOSED COMPLAINT
WITHIN TWENTY (20) DAYS OF SERVICE
HEREOF OR A DEFAULT JUDGMENT
WILL BE ENTERED AGAINST YOU.
KNUPP, KODAK & IMBLUM, P.C.
By: 

LAW OFFICES OF
KNUPP, KODAK & IMBLUM, P.C.
CAMERON MANSION
407 NORTH FRONT STREET
PO. BOX 11848
HARRISBURG, PA 17108-1848

ASSOCIATES COMMERCIAL CORP.
Plaintiff

v.

RONALD B. GEARHART, JR.
Defendant

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
:
: NO. 00-777-CD
:
: CIVIL DIVISION - LAW
:

NOTICE

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 AN 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.

PA BAR ASSOCIATION
LAWYER REFERRAL SERVICE
100 SOUTH STREET - POST OFFICE BOX 186
HARRISBURG PA 17108-0186
(717) 238-6715 OR 1-800-692-7375

NOTICA

LE HAN DEMANDADO A USTED EN LA CORTE. SI USTED QUIERE DEFENDERSE DE ESTAS DEMANDAS EXPUESTAS EN LAS PAGINAS SIGUIENTES, USTED TIENE VEINTE (20) DIAS DE PLAZO AL PARTIR DE LA FECHA DE LA DEMANDA Y LA NOTIFICACION. USTED DEBE PRESENTAR UNA APARIENCIA ESCRITA O EN PERSONA O POR ABOGADO Y ARCHIVAR EN LA CORTE EN FORMA ESCRITA SUS DEFENSAS O SUS OBJECIONES A LAS DEMANDAS EN CONTRA DE SU PERSONA. SEA AVISADO QUE SI USTED NO SE DEFIENDE, LA CORTE TOMARA MEDIDAS Y PUEDA ENTRAR UNA ORDEN CONTRA USTED SIN PREVIO AVISO O NOTIFICACION Y POR CUALQUIER QUEJA O ALIVIO QUE ES PEDIDO EN LA PETICION DE DEMANDA. USTED PUEDE PERDER DINERO O SUS PROPIEDADES O OTROS DERECHOS IMPORTANTES PARA USTED.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

FILED

JUL 12 2000

William A. Shaw
Prothonotary

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ASSOCIATES COMMERCIAL CORP.
Plaintiff

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: IN THE COURT OF COMMON PLEAS
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C O M P L A I N T

The Plaintiff, ASSOCIATES COMMERCIAL CORP., by its attorneys, KNUPP, KODAK & IMBLUM, P.C., brings this action of Assumpsit against the Defendant to recover the sum of TWO THOUSAND, THREE HUNDRED FIFTY-TWO DOLLARS AND FIFTY-FOUR CENTS (\$2,352.54), along with costs of this suit and interest thereon from October 28, 1997, upon a cause of action of which the following is a statement:

1. The Plaintiff, ASSOCIATES COMMERCIAL CORP., is a corporation having an office and place of business at P.O. Box 141029, Irving, TX 75014.

2. The Defendant, RONALD B. GEARHART, JR., is an adult individual residing at R.D. 1, Box 598, Houtzdale, PA 16651.

3. On or about August 21, 1996, Defendant did complete and execute Plaintiff's Lease Agreement, creating indebtedness to Plaintiff for a loan to purchase a 1996 Rotary MPAL-8 Lift. A true and correct copy of said Lease Agreement is hereto attached, marked as Exhibit "A" and made a part hereof.

4. Defendant was indebted to Plaintiff in the amount due on the Lease Agreement aforesaid of TWO THOUSAND, SEVEN HUNDRED TEN DOLLARS AND FORTY-FIVE CENTS (\$2,710.45). A copy of Plaintiff's Statement of Account is hereto attached, marked as Exhibit "B" and made a part hereof.

5. Defendant defaulted in the payment terms as agreed upon in the Lease Agreement attached hereto at Exhibit "A" and made a part hereof.

6. Due to Defendant's default in payment of said amount due and owing as aforesaid, the 1996 Rotary MPAL-8 Lift aforesaid was repossessed.

7. Plaintiff expended its best efforts to ready the 1996 Rotary MPAL-8 Lift for sale, gave proper notification of same, and completed said sale of the repossessed vehicle at the earliest possible time for the highest price obtainable, in a commercially reasonable manner, as more particularly set forth on Exhibit "C" attached hereto and made a part hereof.

8. Due to the sale of aforementioned vehicle, Defendant became entitled to certain credits against the charges aforementioned, as more particularly shown on Exhibit "B" attached hereto and made a part hereof, to the total amount of FIVE HUNDRED DOLLARS (\$500.00).

9. Defendant also became entitled to a credit in the amount of FOUR HUNDRED FIFTY DOLLARS (\$450.00) for the insurance return premium, as more particularly shown on Exhibit "B".

10. Due to Defendant's default in payment of said account, repossessing, reconditioning and sale costs in the amount of TWO HUNDRED DOLLARS (\$200.00) have been added to said account, as more particularly shown on Exhibit "B".

11. Due to Defendant's default in payment of said account, attorney's fees and costs have been added, per the terms and conditions contained in the Lease Agreement in the amount of THREE HUNDRED NINETY-TWO DOLLARS AND NINE CENTS (\$392.09).

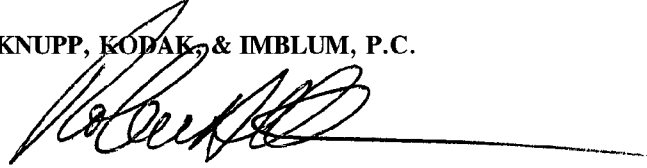
12. The balance due and owing by Defendant to Plaintiff is the sum of TWO THOUSAND, THREE HUNDRED FIFTY-TWO DOLLARS AND FIFTY-FOUR CENTS (\$2,352.54).

12. Plaintiff has frequently demanded payment from Defendant of said amount due and owing as aforesaid, but Defendant has refused and neglected and still refuses and neglects to pay said amount of any part thereof.

WHEREFORE, Plaintiff brings this suit to recover from Defendant the sum of TWO THOUSAND, THREE HUNDRED FIFTY-TWO DOLLARS AND FIFTY-FOUR CENTS (\$2,352.54), along with costs of this suit and interest thereon from October 28, 1997.

Respectfully submitted,

KNUPP, KODAK, & IMBLUM, P.C.

A handwritten signature in black ink, appearing to read 'Robert D. Kodak', written over a horizontal line.

Robert D. Kodak
407 North Front Street
Post Office Box #11848
Harrisburg, PA 17108-1848
(717) 238-7151
Attorney ID No. 18041

Attorney for Plaintiff



Rotary Lift Acceptance

05-20-96
038612
63944



Name and Address of Lessee:

Ronald B. Gearhart, Jr.
Ron's Auto Body
P.O. Box 598
Houtzdale Pennsylvania 16651

Name and Address of Lessor:

Rotary Lift Acceptance, a division of
Associates Leasing, Inc.
8001 Ridgepoint Dr.
Irving TX 75063

DESCRIBE EQUIPMENT fully, including make, kind of unit, model and serial numbers and any other pertinent information.

EQUIPMENT LOCATION
RR 1 Box 598
Houtzdale Pennsylvania 16651

1 (One) Rotary Lift S/N FBAG16C0010
M99086

- A. TERM: 25 Months following the first day of the month after delivery.
- B. LIQUIDATION VALUE RATE: 8.25 % PER ANNUM
- C. PURCHASE OPTION PRICE (if any): \$450.00
- D. SECURITY DEPOSIT: \$450.00
- E. ADVANCE RENTALS: 0.00

- F. INTERIM RENTAL: Per day rental for the period from delivery to the first of the following month calculated as Monthly Rental divided by 30 times the number of days from the Delivery Date through the end of the month in which the Equipment is delivered.
- G. RENTAL PAYMENT: 24 Payments of \$ 116.00
- H. PAYMENT SCHEDULE: THE ADVANCE RENTAL PAYMENT IS PAYABLE UPON DELIVERY OF THE LEASE APPLICATION TO LESSOR. INTERIM RENTAL IS PAYABLE UPON DELIVERY OF THE EQUIPMENT. THE REMAINING RENTAL PAYMENTS ARE PAYABLE MONTHLY BEGINNING ON THE FIRST DAY OF 10/96 (MO/YR).

- ☐ On 08-21-96 the Equipment leased under this Lease was delivered to Lessee with all installation and other work necessary for the proper use of the Equipment completed at a location agreed to by Lessee and the Equipment was inspected by Lessee and found to be in satisfactory condition in all respects and delivery thereof was unconditionally accepted by Lessee.
- ☐ The Equipment leased under this Lease has not yet been delivered to or accepted by Lessee and, upon delivery, Lessee agrees to execute such delivery and acceptance certificate as Lessor or Lessor's assignee requires.

THE UNDERSIGNED HEREBY AGREE TO ALL THE TERMS AND PROVISIONS SET FORTH ON BOTH PAGES OF THIS LEASE.
LESSEE: Ronald B. Gearhart, Jr.
Ron's Auto Body

LESSOR: ASSOCIATES LEASING INC.

By: Ronald B. Gearhart, Jr. Title: Ron's Auto Body By: Carla Addy Title: C. Addy
Date: 8/21/96 Federal Tax ID# 173 60 2873 Date: 08-26-96 Federal Tax ID# 35-1149729

TERMS AND PROVISIONS OF LEASE

1 EFFECTIVE DATE: The terms and provisions hereof and the obligations and liabilities of Lessee hereunder are effective on the date of Lessor's acceptance of this Lease ("Effective Date"), even though the Term and Lessee's obligation to pay the remaining Rental Payments may begin on a later date.

2 LEASE: This Lease is for the Term commencing on the date the Equipment was delivered to Lessee. For the Term or any portion thereof, Lessee agrees to pay to Lessor aggregate rentals equal to the sum of all Rental Payments (including advance rentals) in accordance with the Payment Schedule. Lessor hereby leases to Lessee, and Lessee hereby hires and takes from Lessor, under and subject to the terms and provisions hereof until the end of the Term specified above ("Term"), the personal property described above and on any supplemental schedule(s) identified as constituting a part of this lease (herein, with all present and future attachments, accessories, replacement parts, repairs, and additions, and all proceeds thereof, referred to as "Equipment").

3 PLACE OF PAYMENT AND OBLIGATION TO PAY: All Rental Payments are payable without notice or demand. All amounts payable hereunder to Lessor are payable at Lessor's address set forth herein or at such other address as Lessor may specify from time to time in writing. Except as otherwise specifically provided herein, Lessee's obligation to pay the Rental Payments and all other amounts due or to become due hereunder shall be absolute and unconditional under all circumstances, regardless of any set-off, counterclaim, recoupment, defense or other claim whatsoever.

4 DELINQUENCY CHARGES: For each Rental Payment or other sum due hereunder which is not paid when due, Lessee agrees to pay Lessor a delinquency charge calculated thereon at the rate of 1 1/2% per month for the period of delinquency or, at Lessor's option, 5% of such Rental Payment or other sum due hereunder, provided that such a delinquency charge is not prohibited by law, otherwise at the highest rate Lessee can legally obligate itself to pay and/or Lessor can legally collect. Lessee agrees to reimburse Lessor immediately upon demand for any amount charged to Lessor by any depository institution because a check, draft or other order made or drawn by or for the benefit of Buyer is returned unpaid for any reason and, if allowed by law, to pay Lessor an additional handling charge in the amount of \$25.00 or in the event applicable law limits or restricts the amount of such reimbursement and/or handling charge, the amounts chargeable under this provision will be limited and/or restricted in accordance with applicable law.

5

NO WARRANTIES BY LESSOR, MAINTENANCE, AND COMPLIANCE WITH LAWS: Lessor makes no representations or warranties as to the character of this transaction for tax or other purposes. Lessee acknowledges and agrees that the Equipment is of a size, design, capacity and manufacture selected by Lessee; Lessor is not the manufacturer of the Equipment or the manufacturer's agent; LESSEE LEASES THE EQUIPMENT "AS IS" AND LESSOR HAS NOT MADE, AND DOES NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE VALUE, CONDITION, QUALITY, MATERIAL, WORKMANSHIP, DESIGN, CAPACITY, MERCHANTABILITY, DURABILITY, FITNESS OR SUITABILITY OF THE EQUIPMENT FOR ANY USE OR PURPOSE, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. Lessee will not assert any claim whatsoever, regardless of cause, against Lessor. Lessee will not bring any suit or claim against or make any settlement with the manufacturer or seller to Lessor of the Equipment (both herein called "Seller") without Lessor's prior written consent; and the selection, servicing and maintaining of the Equipment shall be entirely at Lessee's risk and expense. Lessee agrees, at its own cost and expense: (a) to cause the Equipment to be operated with care and only by qualified personnel in the regular course of Lessee's business; (b) to comply with all applicable laws, rules and regulations relating to the Equipment, with any published instructions or specifications of the Seller and with all of the terms of any insurance policy covering the Equipment; (c) to obtain, or sign any documents Lessor deems necessary and any certificates of title required or permitted by law with respect to the Equipment; (d) to maintain the Equipment in good operating condition, repair and appearance; and (e) to furnish Lessor promptly with such financial statements and other information as Lessor may reasonably request from time to time.

6 LIQUIDATION VALUE: "Liquidation Value" as of any date shall mean an amount equal to all accrued and unpaid Rental Payments and all other amounts then due and remaining unpaid plus the then present worth of all unaccrued Rental Payments plus either (a) the then present worth of the Purchase Option Price, or if no purchase option is offered, then (b) the present worth of the Fair Market Value ("Fair Market Value" to be calculated by Lessor based on an arm's length transaction between an informed and willing buyer and an informed and willing seller under no compulsion to sell) of the Equipment in the same condition as when received by Lessee, reasonable wear and tear resulting from normal use thereof alone excepted. Present worth shall be determined by discounting such unaccrued Rental Payments from their respective due dates at the Liquidation Value Rate and by discounting the Purchase Option Price or the Fair Market Value of the Equipment, whichever is applicable, from the last day of the Term at the Liquidation Value Rate, compounded at the same intervals as such Rental Payments are payable.

PRE-AUTHORIZED PAYMENT PLAN

I/We hereby request and authorize Associates Leasing, Inc. ("Associates") to initiate withdrawals from the checking account named below pertaining to any payments payable to Associates pursuant to the Lease executed by me/us on the same date as this authorization by any means agreed upon between Associates and my bank, or to draw by an such amounts by electronic funds transfer from my checking account. This authorization may be canceled at any time by Associates and may be canceled by me/us at any time pursuant to the provisions of Federal Reserve Board Regulation D upon at least three (3) business days prior notice to my bank and Associates.

Bank: _____
Branch: _____
Depositor Name: _____
Account Number: _____

PLEASE ATTACH A SPECIMEN CHECK MARKED "VOID"

Customer Signature: _____

Authorized Signatory

Date: _____

EXHIBIT A

7. **INSURANCE:** Lessee shall bear all risk of loss of, damage to, or destruction of the Equipment from the date of its delivery until its return. For any reason, any of the Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee shall (a) immediately and fully inform Lessor with regard thereto, and (b) promptly pay to Lessor the Liquidation Value calculated as of the date of payment thereof. Any amounts actually received by Lessor from Insurance or otherwise on Lessee's behalf for such loss or damage shall be applied to reduce Lessee's obligation under this paragraph. Except as expressly provided herein, the total or partial destruction of the Equipment or the total or partial loss of use or possession thereof to Lessee, shall not release or relieve Lessee from its obligations and liabilities under this Lease. Lessee agrees to procure and maintain at all times on an after the Effective Date such liability, physical damage and other insurance as Lessor may require from time to time, and to immediately furnish evidence thereof satisfactory to Lessor. Lessee agrees that all such insurance shall be in form and amount and with insurers satisfactory to Lessor, and that Lessee will deliver promptly to Lessor certificates or, upon request, policies satisfactory to Lessor evidencing such insurance. All liability policies shall name Lessor as an additional insured, and all physical damage policies shall provide that payment thereof shall be made to Lessor and Lessee as their interests may appear. Each policy shall provide that Lessor's interest therein shall not be invalidated by any acts, omissions or neglect of anyone other than Lessor, and shall contain insurer's agreement to give Lessor 30 days prior written notice before cancellation or any material change in the policy shall be effective as to Lessor, whether such cancellation or change is at the direction of Lessee or the insurer.

8. **TAXES:** Lessee shall be liable for all taxes, levies, duties, assessments, and other governmental charges (including any penalties and interest, and any fees for titles or registration) levied or assessed against Lessee, Lessor or the Equipment, upon or with respect to the lease or the purchase, use, operation, leasing, ownership, value, return or other disposition of the Equipment, or the rent, earnings or receipts arising therefrom, exclusive, however, of any taxes based on Lessor's net income. Unless Lessor notifies Lessee in writing otherwise, Lessee shall be responsible for rendering all returns and remitting all taxes applicable to the Equipment whether payable arising during or after the term of this Lease. If requested, Lessee agrees to file promptly on behalf of Lessor all requested tax returns and reports concerning the Equipment in form satisfactory to Lessor, with all appropriate governmental agencies and to mail a copy thereof to Lessor concurrently with the filing thereof. Lessee further agrees to keep or cause to be kept and made available to Lessor any and all necessary records relevant to the use of the Equipment and pertaining to the aforesaid taxes, assessments and other governmental charges. The obligations arising under this paragraph shall survive payment of all other obligations under this Lease and the termination of this Lease.

9. **LESSOR'S TITLE, STORAGE AND IDENTIFICATION OF EQUIPMENT:** Title to the Equipment will at all times remain in Lessor and Lessee will at all times, at its own cost and expense, protect and defend the title of Lessor from and against all claims, liens and legal processes of creditors of Lessee and keep the Equipment free and clear from all such claims, liens and processes. Lessee agrees not to alter or modify the Equipment without first obtaining in each instance the prior written approval of Lessor. Upon the expiration or termination of this Lease, Lessee, at Lessee's sole expense, shall return the Equipment unencumbered to Lessor at a place to be designated by Lessor, and in the same condition as when received by Lessee, reasonable wear and tear resulting from normal use thereof alone excepted. Lessee shall, upon Lessor's request, and at Lessee's own expense, firmly affix to the Equipment, in a conspicuous place, such label, sign or other device as Lessor may supply to identify Lessor as the owner and lessor of the Equipment. If Lessee fails to perform duly and promptly any of its obligations under this Lease (including, without limitation, insuring the Equipment), Lessor may perform the same, but shall not be obligated to do so, for the account of Lessee to protect the interest of Lessor or Lessee or both, at Lessor's option. Any amount paid or expense (including reasonable attorney's fees), penalty or other liability incurred by Lessor in such performance shall be payable by Lessee upon demand as additional rent for the Equipment.

10. **POSSESSION, LOCATION OF EQUIPMENT, RIGHT OF INSPECTION AND ASSIGNMENT:** The Equipment will be kept by Lessee at the location indicated herein, and will not be removed from said location without the prior written consent of Lessor. Lessor shall have the right to inspect the Equipment at all reasonable times and from time to time as Lessor may require. Lessee shall not sell, assign, transfer, pledge, encumber, secrete, sublet or otherwise dispose of the Equipment or any interest of Lessee in or under this Lease without Lessor's prior written consent. This Lease and all rights of Lessor hereunder will be assignable by Lessor without Lessee's consent. LESSEE HEREBY WAIVES, RELINQUISHES AND DISCLAIMS AS TO ANY ASSIGNEE OF LESSOR ALL CLAIMS, RIGHTS OF SET-OFF AND DEFENSES LESSEE MAY HAVE AGAINST LESSOR, INCLUDING THE RIGHT TO WITHHOLD PAYMENT OF ANY MONIES WHICH MAY BECOME DUE HEREUNDER. After receiving notice of any assignment by Lessor, Lessee agrees that it will not, without the prior written consent of the assignee, purchaser or secured party, (i) prepay any amounts owing hereunder; (ii) modify or amend this Lease; or (iii) exercise any rights which are exercisable only with the consent of the Lessor.

11. **DEFAULT AND REMEDIES:** An event of default shall occur if: (a) any Rental Payment or any other amount owed by Lessee to Lessor or to any affiliate of Lessor, whether hereunder or under any other instrument or agreement, is not paid promptly when due; (b) Lessee breaches any warranty or provision hereof or of any other instrument or agreement delivered by Lessee to Lessor or to any affiliate of Lessor; (c) Lessee ceases to do business as a going concern, becomes insolvent, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, or takes advantage of any law for the relief of debtors; (d) any property of Lessee is attached; (e) a petition in bankruptcy or for an arrangement, reorganization, composition, liquidation, dissolution or similar relief is filed by or against Lessee under any present or future statute, law or regulation; (f) Lessee or its shareholders take any action looking to its dissolution or liquidation; or (g) a trustee or receiver is appointed for Lessee or for any substantial part of its property. Upon the occurrence of an event of default Lessee shall be in default hereunder and to become due hereunder and all other sums then owing by Lessee to Lessor to be immediately due and payable; (b) proceed by appropriate court action or actions or other proceedings either at law or in equity to enforce performance by Lessee of any and all provisions of this Lease and to recover the damages for the breach thereof; (c) require Lessee to assemble the Equipment and deliver same forthwith to Lessor at Lessee's expense at such place as Lessor may designate

which is reasonably convenient to both parties; (d) exercise one or more of the rights and remedies available to a secured party under the Uniform Commercial Code, whether or not this transaction is subject thereto; (e) enter, or its agents may enter, without notice or liability or legal process, into any premises where the Equipment may be, or is believed by Lessor to be, and repossess all or any part thereof, disconnecting and separating the same from any other property and using all force necessary and permitted by applicable law, Lessee hereby expressly waiving all further rights to possession of the Equipment after default and all claims for injuries suffered through or loss caused by such repossession; and/or (f) apply any security deposit or other amounts held by Lessor to any indebtedness of Lessee to Lessor. In addition, Lessee agrees to pay, to Lessor, as liquidated damages for loss of the bargain and not as a penalty, (1) the Liquidation Value plus (2) all expenses of retaking, holding, preparing for sale, selling and the like, including reasonable attorneys' fees and other legal expenses, less (3) any amount actually received by Lessor from the re-lease, sale or other disposition of the Equipment. Lessee hereby waives any right to trial by jury in any proceeding arising out of this Lease. Nothing herein contained will require Lessor to re-lease, sell or otherwise dispose of the Equipment. No remedy of Lessor hereunder shall be exclusive of any other remedy herein or provide by law, but each shall be cumulative and in addition to every other remedy. A waiver of a default shall not be a waiver of any other or a subsequent default. If allowed by law, "the reasonable fees of attorneys" retained by Lessor shall include the amount of any flat fee, retainer, contingent fee or the hourly charges of any attorney retained by Lessor in enforcing any of Seller's rights hereunder or in the prosecution or defense of any litigation related to this Agreement or the transactions contemplated by this Agreement. All notices to Lessee relating hereto will be considered received when delivered in person or mailed to Lessee at the address set forth in this Agreement, or at any later address designated in writing by Lessee.

12. **INDEMNITY:** Lessor (which term as used herein includes Lessor's successors, assigns, agents, and servants) shall have no responsibility or liability to Lessee, its successors or assigns or any other person with respect to any Liabilities (as "Liabilities" is herein defined), and Lessee hereby assumes liability for, and hereby agrees, at its sole cost and expense, to indemnify, defend, protect and save Lessor and keep it harmless from and against, any and all Liabilities. The term "Liabilities" as used herein shall include any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements of whatsoever kind and nature, including legal fees and expenses, (whether or not any transaction contemplated hereby is consummated) imposed on, incurred by or asserted against Lessor or the Equipment (whether by way of strict or absolute liability or otherwise) and in any way relating to or arising out of this Lease or the selection, manufacture, purchase, acceptance, ownership, delivery, non-delivery, lease, possession, use, operation, condition, servicing, maintenance, repair, improvement, alteration, replacement, storage, return or other disposition of the Equipment (including without limitation, (i) claims as a result of latent or patent defects, whether or not discoverable by Lessor or Lessee, (ii) claims for trademark, patent or copyright infringement, and (iii) tort claims of any kind (whether based on Lessor's alleged negligence or otherwise), including claims for injury or damage to property, or injury or death to any person (including Lessee's employees) or, for any claim or liability hereby indemnified against. The indemnities arising under this paragraph shall survive payment of all other obligations under this Lease and the termination of this Lease.

13. **POWER OF ATTORNEY.** LESSEE HEREBY APPOINTS LESSOR OR ANY OFFICER, EMPLOYEE OR DESIGNEE OF LESSOR AS LESSEE'S ATTORNEY-IN-FACT TO, IN LESSEE'S OR LESSOR'S NAME, TO: (a) PREPARE, EXECUTE AND SUBMIT ANY NOTICE OR PROOF OF LOSS IN ORDER TO REALIZE THE BENEFITS OF ANY INSURANCE POLICY INSURING THE EQUIPMENT; (b) PREPARE, EXECUTE AND FILE ANY INSTRUMENT WHICH, IN LESSOR'S OPINION, IS NECESSARY TO PERFECT AND/OR GIVE PUBLIC NOTICE OF THE INTERESTS OF LESSOR IN THE EQUIPMENT; AND (c) ENDORSE LESSEE'S NAME ON ANY REMITTANCE REPRESENTING PROCEEDS OF ANY INSURANCE RELATING TO THE EQUIPMENT OR THE PROCEEDS OF THE SALE, LEASE OR OTHER DISPOSITION OF THE EQUIPMENT (WHETHER OR NOT THE SAME IS A DEFAULT HEREUNDER). This power is coupled with an interest and is irrevocable so long as any indebtedness hereunder remains unpaid. Lessee agrees to execute and deliver to Lessor, upon Lessor's request such documents and assurances as Lessor deems necessary or advisable for the confirmation or perfection of this Lease and Lessor's rights hereunder, including such documents as Lessor may require for filing or recording.

14. **GENERAL PROVISIONS:** Any provisions hereof contrary to, prohibited by or invalid under applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof. This Lease and any addenda referred to herein constitute the entire agreement of the parties hereto. No oral agreement, guaranty, promise, condition, representation or warranty shall be binding. All prior conversations, agreements or representations related hereto and/or to the Equipment are superseded hereby, and no modification hereof shall be binding unless in writing and signed by an officer of the party to be bound. This Lease will be governed by and construed in accordance with the laws of the state of Texas.

15. **PURCHASE OPTION:** If the amount set forth as the Purchase Option Price is \$-0- or is left blank, Lessee shall have no option whatsoever to purchase the Equipment. If "FMV" or a dollar amount other than \$-0- is indicated as the Purchase Option Price, Lessee is not then in default and Lessee has paid all other amounts payable under the terms of this Lease, Lessee shall have the option to purchase all but not less than all of the Equipment subject to this Lease at the end of the Term of this Lease at the Purchase Option Price indicated. If "FMV" is designated as the Purchase Option Price, the purchase price shall be the Fair Market Value of the Equipment in the return condition required at the end of the Term. Any sales or other applicable taxes shall be the responsibility of Lessee. Lessee will be deemed to have exercised Lessee's option to purchase if Lessee does not notify Lessor in writing at least sixty (60) days prior to the expiration of the Lease Term of Lessee's intention to return the Equipment and to not exercise the option to purchase. Lessor is authorized and directed to apply the amount of any security deposit to the Purchase Option Price and the balance, if any, of the Purchase Option Price must be received by Lessor no later than ten (10) days after the last day of the Lease Term. Upon receipt of the total Purchase Option Price and all other amounts payable under this Lease, Lessor shall convey the Equipment to Lessee AS-IS, WHERE-IS, WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.



ASSOCIATES COMMERCIAL CORPORATION

A SUBSIDIARY OF ASSOCIATES CORPORATION OF NORTH AMERICA

April 28, 1999

Ronald B. Gearhart, Jr
P.O.Box 598
Houtzdale, PA 16651

COPY

RE: Ronald B. Gearhart, Jr
Our File #: 99-04867-0

ACC Account #: 63944

Dear Customer:

By not redeeming your collateral or securing a buyer to assume your liability, you left us no choice but to sell the collateral for the highest price obtainable. The amount received from the sale did not pay your account in full:

Balance due on your contract:		\$2,710.45
Expense of repossessing, reconditioning and sale:	\$200.00	
Total:		\$2,910.45
Accepted high bid for collateral:	\$500.00	
Finance charge rebate:	\$.00	
Insurance return premium:	\$.00	
Other credits:	\$450.00	
Total credits allowed:		\$950.00
AMOUNT YOU STILL OWE:		\$1,960.45

This balance is the loss resulting from the foreclosure sale. You may also become liable for court costs, legal fees and additional interest which Associates may lawfully be permitted to collect.

If you are now able to pay the balance in full, you may save yourself these additional expenses. Please call me immediately at 972-652-2557 and tell me your plans for paying this obligation. We can help you settle this matter quickly and easily!

Sincerely,

Crystal Conner
Loss Recovery Representative

EXHIBIT "B"



ASSOCIATES LEASING, INC.

A SUBSIDIARY OF ASSOCIATES COMMERCIAL CORPORATION

CERTIFIED MAIL RETURN RECEIPT REQUESTED - Z 341 813 327

8 September 1997

Ronald B. Gearhart Jr.
dba Ron's Auto Body
PO Box 598
Houtzdale, PA 16651

Re: Notice of Private Disposition of Collateral

Dear Sir:

Notice is hereby given that on or after 22 September 1997 the following described equipment will be held for sale or lease by private disposition:

(1) 1996 Rotary MPAL-8 Lift, S/N PBA96C0016

The above described equipment was repossessed pursuant to the terms of a Lease Agreement dated 8/21/96 by and between Ronald Gearhart Jr. dba Ron's Auto Body, as Lessee, and S&S Machine Co., Inc., as Lessor, whose right and interest has been assigned to Associates Leasing, Inc.

The equipment will be sold AS-IS WHERE-IS and may be inspected prior to the sale by contacting Gene Allen at (972) 657-8055.

If the proceeds of the sale do not equal the sum of (a) the costs of the sale and the reasonable expenses of repossessing, holding and preparing the equipment for sale, (b) all rent payments due but unpaid, and © certain liquidated damages as provided in the Lease Agreement, you will be liable for any resulting deficiency.

Sincerely,

ASSOCIATES LEASING INC.

Gene Allen
Remarketing Manager

GA:tb

cc: First Class Mail
S&S Machine Co., Inc.

EXHIBIT "C"

COMMONWEALTH OF PENNSYLVANIA
County of Cambria

SS

rec'd
cit oct

**NOTICE OF
PRIVATE SALE**

Notice is hereby given that the following equipment will be sold at private sale to the highest bidder on **Friday, the 22nd day of September 1990.** The equipment will be at **ANIS, WHERE THE SALE WILL BE VIEWED, AT 1200 PINE AVE., PITTSBURGH, PA.** Viewing is from 9:00 to 12:00 hours.

Description:
(1) **Used:**
TERMINAL

Funds are required for Gary Allen at (972) 527-5055 with any questions. Written bids will be accepted at the undersigned's address below.

Commercial Corporation
Attention: Gary Allen
8001 Ridgeway Drive
Irving, TX 75063-3117
Phone: (972) 527-5055
Fax: (972) 527-5250

~~EJH-12~~

On this 24th day of Sept., A. D. 1997
before me, the subscriber, a Notary Public in and
for said County and State, personally appeared
Barbara H. Mangus, who
being duly sworn according to law, deposes and
says as Classified Advertising Manager of the
Johnstown Tribune-Democrat, a newspaper of
general circulation as defined by the "Newspaper
Advertising Act", a merger September 8, 1952, of
The Johnstown Tribune, established December 7,
1853, and of the Johnstown Democrat, established
March 5, 1863, published continuously at Johnstown,

Pa. in the County of Cambria, and Commonwealth of Pennsylvania and that the annexed is a true copy of a notice in the above matter published in said publication in the regular issues of The Johnstown Tribune-Democrat on September 11, 19 ⁹⁷ and that the Affiant is not interested in the subject matter of said notice or advertising and that all of the allegations as to time, place and character of said publications are true.

Barbara L Magnus

STATEMENT OF ADVERTISING COSTS

Sworn and subscribed before me this

24th _____ day of
September, 1997
M. Wayne Martin.
(Notary Public)

NOTARIAL SEAL
M. Wayne Sherbine, Notary Public
Johnstown, Cambria County, PA
My Commission Expires Apr. 26, 1998

Lines @	\$
2 3/4 Inches @ \$17.50	\$ 48.13
Less 2%	\$ 3.96
Probating Same	\$ <u>50.67</u>
Total	\$ <u>50.67</u>

To Johnstown Tribune Publishing Company
For publishing the notice or publication
attached hereto on the above stated dates.

PUBLISHER'S RECEIPT FOR ADVERTISING COSTS

_____ for publisher of _____
a newspaper of general circulation, hereby acknowledges receipt of the aforesaid notice and
publication costs and certifies that the same has been duly paid.

(Name of Newspaper)

By _____



ASSOCIATES COMMERCIAL CORPORATION

A SUBSIDIARY OF ASSOCIATES CORPORATION OF NORTH AMERICA

28 October 1997

S&S Machine Co., Inc.
Attn: Mark
1230 Penn Avenue
Hollsopple, PA 15935

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, That Associates Commercial Corporation Successor-in-interest to Clark Credit Corporation, with offices at Irving, Texas (herein called "ASSOCIATES"), has bargained, sold, transferred and delivered and by these present does bargain, sell, transfer and deliver unto S&S Machine Co., Inc. (herein called "BUYER") the following goods:


(1) 1996 Dover MPAL8 Lift, S/N PBA96C0016

HAVE AND TO HOLD THE SAME unto BUYER that it is the true and lawful owner of the said goods, with good right to sell, assign and transfer the same.

This Bill of Sale is made without representations of warranties of any kind, either express or implied, except of title, it being specifically intended that the assignment of the aforesaid goods is in an "AS-IS" condition only. **THERE ARE NO IMPLIED WARRANTIES OR MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.**

IN WITNESS WHEREOF, ASSOCIATES has caused this Bill of Sale to be signed by its duly authorized representative this 28th day of October 1997.

ASSOCIATES COMMERCIAL CORPORATION
Successor-in-Interest to Clark Credit Corporation



Authorized Signatory

VERIFICATION

I, PASQUAL PRIETO, Loss Recovery Representative,
(name) (title)

of Associates Commercial Corp., verify that the statements made in the foregoing document are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C. S. §4904, relating to unsworn falsification to authorities.

ASSOCIATES COMMERCIAL CORP.

By: Pasqual Prieto
Title: Loss Recovery Representative

Dated: 6/19/00

(5)

ASSOCIATES COMMERCIAL CORP.	:	IN THE COURT OF COMMON PLEAS
Plaintiff	:	CLEARFIELD COUNTY, PENNSYLVANIA
	:	
v.	:	NO. 00-777-CD
	:	
RONALD B. GEARHART, JR.	:	CIVIL ACTION - LAW
Defendant	:	

CERTIFICATE OF SERVICE

I, ROBERT D. KODAK, ESQUIRE, hereby certify that on July 13, 2000, I served a true and correct copy of the COMPLAINT in the above-captioned matter upon the below listed individual(s) by causing same to be deposited in the United States mail, first class postage prepaid at Harrisburg, Dauphin County, Pennsylvania, addressed as follows:

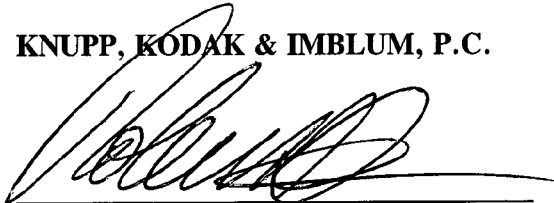
RONALD B GEARHART JR
R D #1 BOX 598
HOUTZDALE PA 16651

FILED

JUL 20 2000

William A. Shaw
Prothonotary

KNUPP, KODAK & IMBLUM, P.C.



Robert D. Kodak
407 North Front Street
Post Office Box 11848
Harrisburg, PA 17108-1848
(717) 238-7151
Attorney I.D. No. 18041
Attorney for Plaintiff

Dated: July 17, 2000

FILED

JUL 20 2000
7:10:43am
William A. Shaw
Prothonotary

WAS

11

ASSOCIATES COMMERCIAL CORP.
Plaintiff

v.

RONALD B. GEARHART, JR.
Defendant

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
:
: NO. 00-777-CD
:
: CIVIL DIVISION - LAW
:

TO: PROTHONOTARY, COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

PRAECIPE FOR DEFAULT JUDGMENT

Enter judgment in favor of Plaintiff and against Defendant(s), RONALD B. GEARHART, JR.,
named for failure to file within the required time an Answer to the Complaint in the above-captioned
case and assess the Plaintiff's damages as follows:

Amount claimed in Plaintiff's Complaint	\$2,352.54
Interest from April 28, 1999 at the legal rate of 6% per annum	<u>\$188.19</u>
Total	\$2,540.73

It is hereby certified that a written notice of intention to file this Praecipe was mailed to the
Defendant(s) and his attorney of record, after the default occurred and at least ten (10) days prior to
the date of the filing of this Praecipe. See Exhibits A & B attached.

KNUPP, KODAK & IMBLUM, P.C.

By 

Attorney for Plaintiff

DATED: Judgment entered and damages assessed as above.



Prothonotary

FILED

SEP 01 2000

William A. Shaw
Prothonotary

IN RE: [illegible]
[illegible]

FILED [illegible]
[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

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[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

FILED

SEP 01 2000

William A. Shaw
Prothonotary

pd \$200.00

Not to be
Statement to atty.

LAW OFFICES OF
KNUPP, KODAK & IMBLUM, P.C.

FILE COPY

Robert L. Knupp
Robert D. Kodak
Gary J. Imblum

CAMERON MANSION
407 NORTH FRONT STREET
POST OFFICE BOX 11848
HARRISBURG, PA 17108-1848
Telephone: 717/238-7159
Facsimile: 717/238-7158
email: kki-law@att.net

Robert Ewing Knupp
(1909-1976)
Robert H. Maurer
(1923-1998)

August 10, 2000

RONALD B GEARHART JR
RD #1 BOX 598
HOUTZDALE PA 16651

RE: Associates Commercial Corporation
VS: Ronald B. Gearhart, Jr.
Our File No. 25710196
No. 00-777-CD, Court of Common Pleas
Clearfield County, Pennsylvania

Dear Mr. Gearhart:

In accordance with Pennsylvania Rules of Civil Procedure 237.1, we are enclosing herewith a Notice of a Praecipe for Entry of Default Judgment. According to the records as they are found in the Office of the Prothonotary of Clearfield County, you have not filed responsive pleadings to the Complaint filed against you to the above term and number, nor has any attorney entered an appearance on your behalf.

Accordingly, we are forwarding to you the enclosed Notice which indicates that if you do not take action as set forth in this Notice, we, at the expiration of time indicated therein, will request the Office of the Prothonotary of Clearfield County, Pennsylvania, to enter Judgment against you in the amount as set forth in said Complaint.

Very truly yours,

KNUPP, KODAK & IMBLUM, P.C.

Robert D. Kodak

**THIS LETTER IS AN ATTEMPT TO COLLECT A DEBT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE**

RDK/kqb

enclosure

cc: ATTN CRYSTAL CONNER
ASSOCIATES COMMERCIAL CORP
POST OFFICE BOX 141029
IRVING TX 75014-1029

#63944

EXHIBIT A

ASSOCIATES COMMERCIAL CORP.
Plaintiff

v.

RONALD B. GEARHART, JR.
Defendant

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
:
: NO. 00-777-CD
:
: CIVIL DIVISION - LAW
:

IMPORTANT NOTICE

TO: RONALD B. GEARHART, JR., Defendant(s)

DATE OF NOTICE: AUGUST 10, 2000

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) 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 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
1 NORTH SECOND STREET
CLEARFIELD PA 16830
814-765-2641, EXT 32

NOTICIA IMPORTANTE

A: RONALD B. GEARHART, JR., Demandado(s)

FECHA DE NOTICIA: AUGUST 10, 2000

USTED NO HA COMPLIDO CON EL AVISO ENTERIOR PORQUE HA FALTADO EN TOMAR MEDIDAS REQUERIDS RESPECTO A ESTE CASE. SI USTED NO ACTUA DENTRO DE DIEZ (10) DIAS DESDE LA FECHA DE ESTA NOTICIA, ES POSIBLE QUE UN FALLO SEIA REGISTRADO CONTRA USTED SIN UNA AUDIENCIA Y USTED PODRIA PERDER SU PROPIEDAD O OSTROS DERECHOS IMPORTANTES. USTED DEBE LLEVAR ESTA NOTICIA A SU ABOGADO EN SEGUIDA. SI USTED NO TIENE ABOGADO O NO TIENE CON QUE PAGAR LOS SERVICIOS DE UN ABOGADO, VAYA O LLAME A LA OFICINA ESCRITA ABAJO PARA AVERIGUAR A DONDE USTED PUEDE OBTENER LA AYUDA LEGAC:

DAVID S MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
1 NORTH SECOND STREET
CLEARFIELD PA 16830
814-765-2641, EXT 32

EXHIBIT B

COPY

ASSOCIATES COMMERCIAL CORP.
Plaintiff

v.

RONALD B. GEARHART, JR.
Defendant

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
:
: NO. 00-777-CD
:
: CIVIL DIVISION - LAW
:

To: RONALD B. GEARHART, JR., DEFENDANT(S)

You are hereby notified that on September 1, 2000 the following
(Judgment) has been entered against you in the above-captioned case.

Judgment entered in the amount of \$2,540.73.

DATE: 9/1/2000


Prothonotary

I hereby certify that the name and address of the proper person(s) to receive this notice is:

RONALD B. GEARHART, JR.
RD #1 BOX 598
HOUTZDALE PA 16651

A/ RONALD B. GEARHART, JR., Defendido/a, Defendidos/as

Por este medio se le esta notificando que el _____ de _____ del 20__, el/la
siguiente(Fallo) ha sido anotado en contra suya en el caso mencionado en el epigrafe.

FECHA: _____

Protonotario

Certificao que la siguiente direccion es la del defendido/asegun indicada en el cetificado de
residencia:

RONALD B. GEARHART, JR.
RD #1 BOX 598
HOUTZDALE PA 16651

Abogado del Demandante

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

COPY

ASSOCIATES COMMERCIAL CORP.

Plaintiff(s)

No. 00-777-CD

vs.

Real Debt \$2,540.73

RONALD B. GEARHART

Defendant(s)

Atty's Comm _____

Costs \$ _____

Int. From _____

Entry \$20.00

Instrument Default Judgment

Date of Entry September 1, 2000

Expires September 1, 2005

Certified from the record this 1st day of September, 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

PRAECIPE FOR WRIT OF EXECUTION - (MONEY JUDGMENTS)
P.R.C.P. 3101 to 3149

ASSOCIATES COMMERCIAL CORP.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

Plaintiff

Writ No. _____ Term 20 _____

No. 00-777-CD Term 2000

VS

Amount due _____ \$ 2,540.73

Interest FROM DATE OF JUDG. (9/1/00)

RONALD B. GEARHART JR.
RD #1 BOX 598
HOUTZDALE PA 16651

Atty's Cmm. _____ \$ 127.04

and Costs TO BE DETERMINED

Defendant(s)

TO THE PROTHONOTARY OF SAID COURT: ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER,

(1) Directed to the Sheriff of CLEARFIELD County, Pennsylvania;

(2) against RONALD B. GEARHART, JR.

Defendant (s).

(3) and against _____ Garnishee (s).

(4) and index this writ

(a) against RONALD B. GEARHART, JR. Defendant(s) and

(b) against _____ Garnishee(s),

as a lis pendens against the real property of the defendant(s) in the name of the Garnishee(s) as follows:

(Specifically describe property and note any specific direction to Sheriff) Furnish 4 copies for real estate levy)

LEVY UPON ALL PERSONAL PROPERTY OF ABOVE-LISTED DEFENDANT(S) AT ABOVE-LISTED ADDRESS.

(5) Exemption has (not) been waived.

FILED

FEB 16 2001

William A. Shaw
Prothonotary

Dated 02/14/01



Robert D. Kodak, Esquire
PO Box 11848
Harrisburg, PA 17108
(717) 238-7151
Attorney For Plaintiff(s)

Writ No. _____ Term 20____
No. 00-777-CD Term 2000

ASSOCIATES COMMERCIAL CORP.

VS

RONALD B. GEARHART, JR.

PRAECIPE FOR EXECUTION

FILED

FEB 16 2001

William A. Shaw
Prothonotary

Robert D. Kodak
Attorney for Plaintiff(s)

NOTE

Under paragraph (1) when the writ is directed to the sheriff of another county as authorized by Rule 3103(b), the county should be indicated.

Under Rule 3103(c) a writ issued on a transferred judgment may be directed only to the sheriff of the county in which issued.

Paragraph (3) (above should be completed only in a named garnishee is to be included in the writ).

Paragraph (4)(a) should be completed only if indexing of the executions in the county of issuance, is desired.

COPY

WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION - LAW

Associates Commercial Corp.,

Vs.

NO.: 2000-00777-CD

Ronald Gearhart Jr.,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due ASSOCIATES COMMERCIAL CORP., Plaintiff(s) from RONALD GEARHART JR., Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
all personal property of above-listed Defendant at RD 1 Box 598, Houtzdale, PA
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$2,540.73
INTEREST: \$From date of Judgment 9/1/00
PROTH. COSTS: \$
ATTY'S COMM: \$127.04
DATE: 02/16/2001

PAID: \$120.00
SHERIFF: \$
OTHER COSTS: \$

William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this _____ day
of _____ A.D. _____
At _____ A.M./P.M.

Requesting Party: Robert D. Kodak, Esquire
PO Box 11848
Harrisburg, PA 17108

Sheriff

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION - LAW**

Associates Commercial Corp.,

Vs.

NO.: 2000-00777-CD

Ronald Gearhart Jr.,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due ASSOCIATES COMMERCIAL CORP., Plaintiff(s) from RONALD GEARHART JR., Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
all personal property of above-listed Defendant at RD 1 Box 598, Houtzdale, PA
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

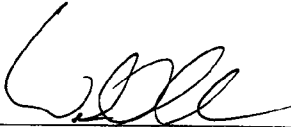
Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

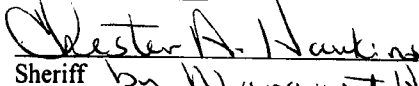
AMOUNT DUE: \$2,540.73
INTEREST: \$From date of Judgment 9/1/00
PROTH. COSTS: \$
ATTY'S COMM: \$127.04
DATE: 02/16/2001

PAID: \$120.00
SHERIFF: \$
OTHER COSTS: \$



WILLIAM A. SHAW William A. Shaw
Prothonotary Prothonotary/Clerk Civil Division
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co. Clearfield, PA.

Received this writ this 16th day
of February A.D. 2001
At 11:50 A.M./P.M.


Sheriff by Margaret H. Pitt

Requesting Party: Robert D. Kodak, Esquire
PO Box 11848
Harrisburg, PA 17108

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10712

ASSOCIATES COMMERCIAL CORP

00-777-CD

VS.

GEARHART, RONALD, JR.

WRIT OF EXECUTION PERSONAL PROPERTY

SHERIFF RETURNS

NOW, MARCH 9, 2001, A LEVY WAS TAKEN ON PROPERTY OF THE DEFENDANT.

NOW, MARCH 12, 2001, AT 9:30 AM O'CLOCK SERVED WRIT OF EXECUTION AND COPY OF LEVY ON SANDRA GEARHART, WIFE OF RONALD GEARHART, JR., DEFENDANT, AT HER PLACE OF RESIDENCE, RD #1, BOX 598, HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA, 16651, BY HANDING TO SANDRA GEARHART, WIFE OF RONALD GEARHART, JR., DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND COPY OF LEVY AND MADE KNOWN TO HER THE CONTENTS THEREOF.

NOW, MARCH 12, 2001, RECEIVED A FAX FROM ROBERT D. KODAK, ATTORNEY FOR THE PLAINTIFF THAT SATISFACTORY PAYMENT ARRANGEMENTS HAVE BEEN MADE WITH THE DEFENDANT.

NOW, APRIL 17, 2002, RETURN WRIT AS NO SALE HELD, TIME EXPIRED. PAID COSTS FROM ADVANCE AND MADE REFUND OF UNUSED ADVANCE TO THE ATTORNEY.

SHERIFF HAWKINS \$81.80

SURCHARGE \$20.00

PAID BY ATTORNEY

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10712

ASSOCIATES COMMERCIAL CORP

00-777-CD

VS.

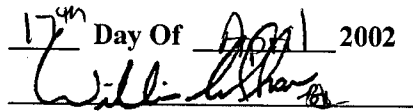
GEARHART, RONALD, JR.

WRIT OF EXECUTION PERSONAL PROPERTY

SHERIFF RETURNS

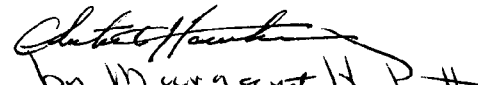
Sworn to Before Me This

17th Day Of April 2002




Deputy Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,


by Margaret H. Pratt
Chester A. Hawkins
Sheriff

FILED

013:42
APR 17 2002


William A. Shaw
Prothonotary

LAW OFFICES OF
KNUPP, KODAK & IMBLUM, P.C.

Robert L. Knupp
Robert D. Kodak
Gary J. Imblum

CAMERON MANSION
407 NORTH FRONT STREET
POST OFFICE BOX 11848
HARRISBURG, PA 17108-1848
Telephone: 717/238-7159
Facsimile: 717/238-7158
email: kki-law@att.net

Robert Ewing Knupp
(1909-1976)
Robert H. Maurer
(1923-1998)

March 12, 2001

FACSIMILE COVER SHEET

TOTAL PAGES: 1 TO PEGGY @ SHERIFF OF CLEARFIELD COUNTY
FAX NO. 814-765-5915
FROM: TAMMY @ ROBERT D KODAK, ESQ
Facsimile No. (717) 238-7158
Telephone No. (717) 238-7151
RE: ASSOCIATES COMMERCIAL CORP
VS: RONALD B GEARHART, JR
OUR FILE NO. 25710
NO. 00-777-CD

MESSAGE: PER OUR TELEPHONE CONVERSATION OF TODAY, WE HAVE MADE SATISFACTORY
PAYMENT ARRANGEMENTS WITH THIS DEFENDANT BUT PLEASE KEEP WRIT OF EXECUTION OPEN IN
LIEU OF DEFENDANT DEFAULTING IN HIS PAYMENT ARRANGEMENTS. THANK YOU.

COPY

THIS FACSIMILE AND ANY DOCUMENTS ACCOMPANYING THIS TRANSMISSION CONTAIN INFORMATION FROM THE LAW OFFICES OF KNUPP & KODAK, P.C. WHICH IS CONSIDERED CONFIDENTIAL AND/OR LEGALLY PRIVILEGED. THE INFORMATION IS INTENDED SOLELY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ON THIS TRANSMISSION SHEET. IF YOU ARE NOT THE DESIGNATED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISCLOSURE, COPYING, DISTRIBUTION OR TAKING OF ANY ACTION IN RELIANCE ON THE CONTENTS OF THIS INFORMATION IS STRICTLY PROHIBITED.

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IF YOU HAVE ANY PROBLEMS RECEIVING THIS MESSAGE OR DO NOT RECEIVE ALL OF THE PAGES, PLEASE CALL THE ABOVE NUMBER.

MAR 12 '01 12:47PM KNUPP & KODAK PC

PERSONAL PROPERTY

SCHEDULE OF DISTRIBUTION

GEARHART 00-777-CD

NOW, _____, by virtue of the writ hereunto attached, after having given due and legal Notice of the time and place of sale, by handbills posted on the premises, setting forth the time and place of sale, I sold on the day of _____ 2001, the defendant's personal property for and made the following appropriations.

SHERIFF COSTS:

RDR	\$ 9.00
SERVICE	9.00
MILEAGE	9.36
LEVY	20.00
MILEAGE	9.36
POSTING	9.00
HANDBILLS	9.00
COMMISSION	
UNABLE TO LEVY	
POSTAGE	1.36
ADD'L SERVICE	
ADD'L MILEAGE	18.72
ADD'L POSTING	
COPIES	5.00
BID	
RETURN OF INTERROGATORIES	

TOTAL SHERIFF COSTS

\$ 81.80

DEBT & INTEREST:

DEBT	\$ 2,540.73
INTEREST FROM DATE OF	35.58
JUDGMENT 9-1-00	TO BE ADDED
TOTAL DEBT & INTEREST	\$

COSTS:

ATTORNEY PAID	\$
ATTORNEY FEES	127.04
COSTS TO PROTHONOTARY	\$ 120.00
SHERIFF'S COSTS	81.80
REFUND OF ADVANCE	
REFUND OF SURCHARGE	

TOTAL COSTS

\$ 81.80

Commission 2% on the first \$100,000.00 and ½% on all over that. Distribution will be made in accordance with the above schedule unless exceptions are filed with this office within ten (10) days from this date.

Chester A. Hawkins, Sheriff

COPY

COURT OF COMMON PLEAS

CLEARFIELD

JUDICIAL DISTRICT

46-3-04

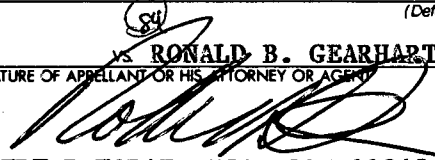
FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 00-777-00

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT ASSOCIATES COMMERCIAL CORP.		MAG. DIST. NO. OR NAME OF D.J. 46-3-04 HAWKINS	
ADDRESS OF APPELLANT C/O KNUPP, KODAK & IMBLUM, PC., P.O. BOX 11848, HARRISBURG, PA 17108		CITY HARRISBURG	STATE PA
DATE OF JUDGMENT 06/01/00	IN THE CASE OF (Plaintiff) ASSOCIATES COMMERCIAL CORP. vs. (Defendant) RONALD B. GEARHART, JR.		
CLAIM NO. CV 19 47-00 LT 19	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT  ROBERT D KODAK, ESQ., BOX 11848, HBG, PA 17108		

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.
This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

Signature of Prothonotary or Deputy

If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon _____, appellee(s), to file a complaint in this appeal

Name of appellee(s)

(Common Pleas No. _____) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Signature of appellant or his attorney or agent

RULE: To _____, appellee(s).

Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: _____, 19____.

Signature of Prothonotary or Deputy

FILED

JUN 30 2000

m/10:55/wj

William A. Shaw

Prothonotary

pp

80-

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____ ; ss

AFFIDAVIT: I hereby swear or affirm that I served

- ☐ a copy of the Notice of Appeal, Common Pleas No. _____, upon the District Justice designated therein on
(date of service) _____, ☐ by personal service ☐ by (certified) (registered) mail, sender's
receipt attached hereto, and upon the appellee, (name) _____, on
_____, 19____ ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.
- ☐ and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom
the Rule was addressed on _____, 19____, ☐ by personal service ☐ by (certified) (registered)
mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____, 19____

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____, 19____

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:	46-3-04
DJ Name: Hon.	JAMES L. HAWKINS
Address:	430 SPRING STREET P.O. BOX 362 HOUTZDALE, PA
Telephone:	(814) 378-7160 16651-0362

**C/O KNUPP, KODAK & IMBLUM, P.C.
P.O. BOX 11848
HARRISBURG, PA 17108**

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF: NAME and ADDRESS
**ASSOCIATES COMMERCIAL CORP.
P.O. BOX 11848
HARRISBURG, PA 17108**

VS.
DEFENDANT: NAME and ADDRESS
**GEARHART, JR, RONALD B
R.D.1 P.O. BOX 598
HOUTZDALE, PA 16651**

Docket No.: **CV-0000047-00**
Date Filed: **2/17/00**



THIS IS TO NOTIFY YOU THAT:

Judgment:

DEFAULT JUDGMENT DEF.

☒ Judgment was entered for: (Name) **GEARHART, JR, RONALD B**

☒ Judgment was entered against: (Name) **ASSOCIATES COMMERCIAL CORP.**

in the amount of \$ **.00** on: (Date of Judgment) **6/01/00**

☐ Defendants are jointly and severally liable. (Date & Time) _____

☐ Damages will be assessed on:

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to Attachment/Act 5 of 1996 \$ _____

☐ Levy is stayed for _____ days or ☐ generally stayed.

☐ Objection to levy has been filed and hearing will be held:

Amount of Judgment	\$ <u>.00</u>
Judgment Costs	\$ <u>.00</u>
Interest on Judgment	\$ <u>.00</u>
Attorney Fees	\$ <u>.00</u>
Total	\$ <u>.00</u>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total	\$ _____

Date:	Place:
Time:	

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

6-1-00 Date , District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.	
_____ Date _____	_____, District Justice

My commission expires first Monday of January,

2006

SEAL

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To:

RONALD B GEARHART JR

Postage	\$.33
Certified Fee	1.40
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.98

Postmark
Here
JUL 3 2000

Name (Please Print Clearly) (To be completed by mailer)

MR RONALD B GEARHART JR

Street, Apt. No.; or PO Box No.

Post Office Box 598

City, State, ZIP+4

ADULTS DALE PA 16651

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

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- Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
- Certified Mail is not available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To:

DISTRICT COURT 46-3-04

Postage	\$.33
Certified Fee	1.40
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.98

JUL 3 2000
Postmark Here

Name (Please Print Clearly) (To be completed by mailer)

DISTRICT COURT 46-3-04 JAMES L HAWKINS DJ

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POST OFFICE BOX 362

City, State, ZIP+4

HOUTZDALE PA 19051-0362

PS Form 3800, July 1999

See Reverse for Instructions

7099 3220 0007 9982 0670

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- Certified Mail is not available for any class of international mail.
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- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
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IMPORTANT: Save this receipt and present it when making an inquiry.

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA


COUNTY OF DAUPHIN ; ss

AFFIDAVIT: I hereby swear or affirm that I served

- ☒ a copy of the Notice of Appeal, Common Pleas No 00-777-60, upon the District Justice designated therein on
(date of service) JULY 3, 2000, ☐ by personal service ☒ by (certified) ~~XXXXXXXX~~ mail, sender's
receipt attached hereto, and upon the appellee, (name) RONALD B. GEARHART, JR., on
JULY 3, 2000, ~~XX~~ ☐ by personal service ☐ by (certified) ~~XXXXXXXX~~ mail, sender's receipt attached hereto.
- ☐ and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom
the Rule was addressed on _____, 19____, ☐ by personal service ☐ by (certified) (registered)
mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

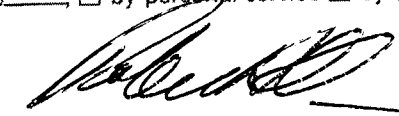
THIS 3RD DAY OF JULY, 192000

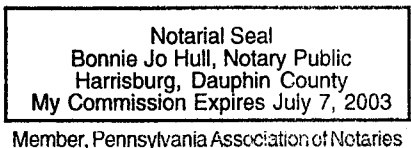

Signature of official before whom affidavit was made

NOTARY PUBLIC

Title of official

My commission expires on 07/07/2003 ☒


Signature of affiant



FILED

JUL 07 2000

11:02 am

William A. Shaw
Prothonotary



COURT OF COMMON PLEAS

LEHIGH COUNTY
JUDICIAL DISTRICT
46-3-04

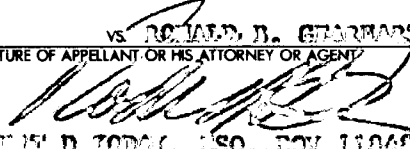
FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 00-777-00

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT ASSOCIATES COMMERCIAL CORP.		MAG. DIST. NO. OR NAME OF D.J. 46-3-04 HARTZ	
ADDRESS OF APPELLANT C/O KUPP, KODAK & TIDWELL, PC., P.O. BOX 11048, HARRISBURG, PA 17108		CITY HARRISBURG	STATE PA
DATE OF JUDGMENT 06/01/00	IN THE CASE OF (Plaintiff) ASSOCIATES COMMERCIAL CORP.	(Defendant) vs. RICHARD B. GIBSON, JR.	
CLAIM NO. CV 19 47-00 LT 19	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT  RICHARD B. GIBSON, JR., P.O. BOX 11048, HBS, PA 17108		

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.
This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

Signature of Prothonotary or Deputy

If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon _____, appellee(s), to file a complaint in this appeal
Name of appellee(s)

(Common Pleas No. _____) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Signature of appellant or his attorney or agent

RULE: To _____, appellee(s).
Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: _____, 19____

Signature of Prothonotary or Deputy

I hereby certify this to be a true and attested copy of the original statement filed in this case.

JUN 30 2000

Attest:


Prothonotary

COURT OF COMMON PLEAS

CLEARFIELD

JUDICIAL DISTRICT

46-3-04

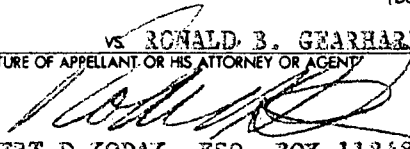
FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 00-777-00

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT ASSOCIATES COMMERCIAL CORP.		MAG. DIST. NO. OR NAME OF D.J. 46-3-04 HAWKINS	
ADDRESS OF APPELLANT C/O KNUFF, KODAK & IMBLUM, PC., P.O. BOX 11848, HARRISBURG, PA 17108		CITY HARRISBURG	STATE PA
DATE OF JUDGMENT 06/01/00	IN THE CASE OF (Plaintiff) ASSOCIATES COMMERCIAL CORP.	(Defendant) vs RONALD B. GEARHART, JR.	
CLAIM NO. CV 19 47-00	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT 		
LT 19	ROBERT D. KODAK, TSO, BOX 11848, HRC, PA 17108		

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.

This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.

Signature of Prothonotary or Deputy

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon _____, appellee(s), to file a complaint in this appeal
Name of appellee(s)

(Common Pleas No. _____) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Signature of appellant or his attorney or agent

RULE: To _____, appellee(s).
Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: _____, 19____.

Signature of Prothonotary or Deputy

I hereby certify this to be a true and attested copy of the original statement filed in this case.

JUN 30 2000

Attest:


Prothonotary

7099 3220 0002 0000 0000 0000 0000 0000

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To:
 DISTRICT COURT 46-3-04

Postage	\$.33
Certified Fee	1.40
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.98

Name (Please Print Clearly) (To be completed by mailer)
 DISTRICT COURT 46-3-04 James L Hawkins DJ
 Street, Apt. No., or PO Box No.
 Post Office Box 362
 City, State, ZIP+4
 HOUTZDALE PA 16651-0362

PS Form 3800, July 1999 See Reverse for Instructions

COF

JUL 3 2000

OF APPEAL AND RULE TO FILE COMPLAINT

(10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

- ☒ a copy of the Notice of Appeal, Common Pleas No 00-777-60, upon the District Justice designated therein or (date of service) JULY 3, 2000, ☐ by personal service ☒ by (certified) ~~XXXXXX~~ mail, sender's receipt attached hereto, and upon the appellee. (name) RONALD B. GEARHART, JR., or JULY 3, 2000 ☒ by personal service ☐ by (certified) ~~XXXXXX~~ mail, sender's receipt attached hereto.
- ☐ and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on _____, 19____, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS 3RD DAY OF JULY, 192000

[Signature]
 Signature of official before whom affidavit was made
NOTARY PUBLIC

Title of official

07/07/2003

My commission expires on _____, ☒

[Signature]
 Signature of affiant

Notarial Seal
 Bonnie Jo Hull, Notary Public
 Harrisburg, Dauphin County
 My Commission Expires July 7, 2003
 Member, Pennsylvania Association of Notaries

7099 3220 0007 9982 0687

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To:
 Ronald B Gearhart Jr

Postage	\$.33
Certified Fee	1.40
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.98

Name (Please Print Clearly) (To be completed by mailer)
 Mr. Ronald B Gearhart Jr
 Street, Apt. No., or PO Box No.
 Post Office Box 598
 City, State, ZIP+4
 HOUTZDALE PA 16651

PS Form 3800, July 1999 See Reverse for Instructions

JUL 3 2000

FILED

JUL 07 2000

M1347/1000

William A. Shaw

Prothonotary

