

00-747-CD  
ASSOCIATES COMMERCIAL CORP. -vs- RONALD B. GEARHART JP.

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

Law Offices of  
P.O. Box 11848  
407 North Front Street  
Cameron Mansion  
Harrisburg, PA 17108-1848

REB  
William A. Shaw  
Prothonotary  
Kodak  
10/12/2000  
10/12/2000  
Kodak

FILED

TO THE ABOVE NAMED DEFENDANT:  
YOU ARE HEREBY NOTIFIED TO  
PLEAD TO THE EXCLOSED COMPLAINT  
WITHIN TWENTY (20) DAYS OF SERVICE  
HEREOF OR A DIFFERENT JUDGMENT  
WILL BE ENTERED AGAINST YOU.

KNUPP, KODAK & IMBLUM, P.C.

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 OBJECCIONES 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 IMMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE 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

PA BAR ASSOCIATION  
LAWYER REFERRAL SERVICE  
100 SOUTH STREET - POST OFFICE BOX 186  
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**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**  
**:**

**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)**.

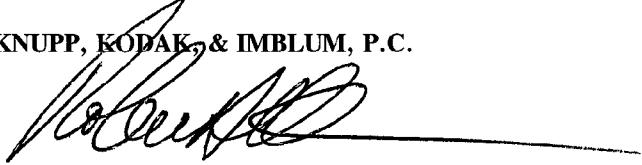
12. The balance due and owing by Defendant to Plaintiff is the sum of **TWO THOUSAND, THREE HUNDRED FIFTY-TWO DOLLARS AND FIFTY-FOUR CENTS (\$2,352.54)**.

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.



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

05-7-2021

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.

1 (One) Rotary Lift S/N PBA-G16-C010  
M808C

EQUIPMENT LOCATION  
RR 1 Box 598  
Houtzdale Pennsylvania 16651

- 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).

## DELIVERY AND ACCEPTANCE OF EQUIPMENT (Check Appropriate Box)

- On 8-21-96, 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 Title: Ron Gearhart By: Carla Addy Title: Carla 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 options, 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

## 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 Signature: \_\_\_\_\_

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 or 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 Lessor 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, to 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; (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 Lessor may, at its option, with or without notice to Lessee: (a) declare all sums due 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. Lessor 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 amount 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 provided 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 (c) 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"**

9514  
95038612000

COMMONWEALTH OF PENNSYLVANIA  
County of Cambria

55

Ronald  
Leigh

Rec'd  
10/20/07

**NOTICE OF  
PRIVATE SALE**  
Notice is hereby given that the following equipment will be sold at private sale to the highest bidder on or before the 22nd day of September, 1992. The equipment consists of and A.M.S. WHERE-1000 Tilt-Shift camera to be viewed at 2500 N. Main Street, 1200 Peap. Amherst, PA during regular business hours.  
**Description:**  
(1) Used 35mm  
**TERMS OF SALE:**  
No bids or funds are required. Call Gene Allen at (972) 857-6053 with any questions. Written bids will be accepted at the under signers address below.  
Associate Commercial  
Corporation  
Attention: Gene Allen  
8001 Ridgepoint Drive  
Irving, Tx 75063-2147  
Phone (972) 262-7070  
Fax (972) 262-6220

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, 1997 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 J. Marquis

### STATEMENT OF ADVERTISING COSTS

Sworn and subscribed before me this  
24th \_\_\_\_\_ day of  
September , 19 97  
M. Maynard Martin  
(Notary Public)

NOTARIAL SEAL

M. Wayne Shorbina, Notary Public  
Johnstown, Cambria County, PA  
My Com. Letter Expires Apr. 26, 1978

Johnstown Tribune Publishing Company  
or 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

Jene Allen  
Authorized Signatory

**VERIFICATION**

I, Pasqual Prieto, (name) Loss Recovery Representative, (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

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:

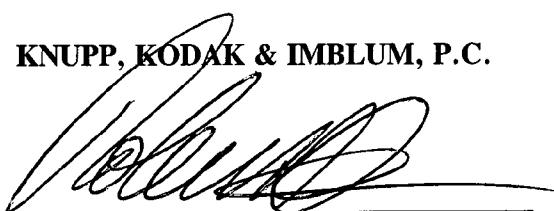
RONALD B GEARHART JR  
R D #1 BOX 598  
HOUTZDALE PA 16651

**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  
m 10:43 am  
William A. Shaw  
Prothonotary  
*SG*  
*SG*

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 Praeclipe 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 Praeclipe. 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

1. *Leucosia* (Leucosia) *leucosia* (L.) *leucosia* (L.)

卷之三

124 *Environ Biol Fish* (2007) 80:113–124

3.  $\{a_n\}_{n=1}^{\infty}$  为有界数列  $\Leftrightarrow$   $\{a_n\}_{n=1}^{\infty}$  为收敛数列

19.11.16. *Thymus* (H. S. 111)

1. *Leucosia* *leucostoma* (Fabricius) *leucostoma* (Fabricius) *leucostoma* (Fabricius)

"P. 100. 1923."

PC \$30.00

Not to Day Statement to Ath<sup>l</sup> ~~etic~~

156

5

31

112

• 2 •

278 *Journal of Health Politics, Policy and Law*, Vol. 35, No. 2, March 2010

1. *What is the relationship between the two concepts of the state?*

1. *What is the relationship between the two main characters?*

•  $\hat{P}_{\text{obs}}(C) = 1 - \hat{P}_{\text{obs}}(\bar{C})$

1980-1981:  $\frac{1}{2} \times 10^6$  kg of  $\text{SO}_2$  were emitted into the atmosphere.

THE BOSTONIAN

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

**FILE COPY**

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 Praeclipe 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

Certifico que la siguiente direccion es la del defendido/asegún indicada en el certificado 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

ASSOCIATES COMMERCIAL CORP.

**COPY**

Plaintiff(s)

No. 00-777-CD

vs.

RONALD B. GEARHART

Defendant(s)

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

Writ No. \_\_\_\_\_ Term 20 \_\_\_\_\_

Plaintiff No. 00-777-CD Term 2000

VS

Amount due \$ 2,540.73

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

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

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

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

Dated 02/14/01

Writ No. \_\_\_\_\_ Term 20\_\_\_\_\_  
No. 00-777-CD \_\_\_\_\_ Term 2000

ASSOCIATES COMMERCIAL CORP.

VS

RONALD B. GEARHART, JR.

PRAECIPE FOR EXECUTION

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.

FILED  
M 10-3780 2 cc shff  
FEB 16 2001 6 weeks to shff  
William A. Shaw Attn: Kodak Paid \$20.00  
Prothonotary  
*[Signature]*

Robert D. Kodak  
Attorney for Plaintiff(s)

**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

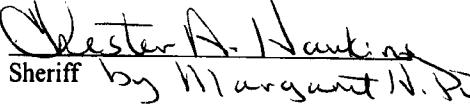
PAID: \$120.00  
SHERIFF: \$  
OTHER COSTS: \$

  
WILLIAM A. SHAW William A. Shaw  
Prothonotary Prothonotary/Clerk Civil Division

My Commission Expires  
1st Monday in Jan. 2002  
Clearfield Co. Clearfield, PA.

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

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

  
Chester A. Wantz  
Sheriff by Margaret N. Pitt

**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

ASSOCIATES COMMERCIAL CORP

Sheriff Docket # 10712

00-777-CD

VS.

GEARHART, RONALD, JR.

WRIT OF EXECUTION PERSONAL PROPERTY

SHERIFF RETURNS

Sworn to Before Me This

17<sup>th</sup> Day Of April 2002

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

So Answers,

Chester Hawkins  
by Margaret H. Patti  
Chester A. Hawkins  
Sheriff

FILED

013:42  
APR 17 2002



William A. Shaw  
Prothonotary

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

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

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**  
**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.

IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE (COLLECT IF LONG DISTANCE), AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE AND WE WILL REIMBURSE POSTAGE IF YOU INCLUDE A REQUEST FOR SAME. THANK YOU.

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

KODAK PC

P 1

MR 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	
ADD'L POSTING	
COPIES	
BID	
RETURN OF INTERROGATORIES	

TOTAL SHERIFF COSTS

## DEBT &amp; INTEREST:

	\$ 9.00	DEBT	\$ 2,540.73
	9.00	INTEREST FROM DATE OF	35.58
	9.36	JUDGMENT 9-1-00	TO BE ADDED
	20.00	<b>TOTAL DEBT &amp; INTEREST</b>	\$
	9.36		
	9.00	<b>COSTS:</b>	
	9.00	ATTORNEY PAID	\$
		ATTORNEY FEES	127.04
		COSTS TO PROTHONOTARY	120.00
	1.36	SHERIFF'S COSTS	
		REFUND OF ADVANCE	81.80
	18.72	REFUND OF SURCHARGE	
	5.00	<b>TOTAL COSTS</b>	\$ 81.80

\$ 81.80

Commission 2% on the first \$100,000.00 and 1/2% 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

FROM

## DISTRICT JUSTICE JUDGMENT

COMMON PLEAS NO. 00-777-CD

## 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 <b>ASSOCIATES COMMERCIAL CORP.</b>	MAG. DIST. NO. OR NAME OF D.J. <b>46-3-04 HAWKINS</b>
ADDRESS OF APPELLANT <b>C/O KNUPP, KODAK &amp; IMBLUM, PC., P.O. BOX 11848, HARRISBURG, PA 17108</b>	CITY STATE ZIP CODE
DATE OF JUDGMENT <b>06/01/00</b>	IN THE CASE OF (Plaintiff) <b>ASSOCIATES COMMERCIAL CORP.</b>
CLAIM NO. <b>CV 19 47-00</b>	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT <b>vs. RONALD B. GEARHART, JR.</b>
LT 19	<i>Robert D. Kodak, Esq., Box 11848, HBC, PA 17108</i>
<p>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.</p> <p>_____ Signature of Prothonotary or Deputy</p>	
<p>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.</p>	

## 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.

## RULE: To \_\_\_\_\_

Name of appellee(s)

Signature of appellant or his attorney or agent

(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

*Recd*  
JUN 30 2000  
m/10:55 AM  
William A. Shaw  
Prothonotary  
PP  
80-1

---

## 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: \_\_\_\_\_

Amount of Judgment	\$ <u><b>.00</b></u>
Judgment Costs	\$ <u><b>.00</b></u>
Interest on Judgment	\$ <u><b>.00</b></u>
Attorney Fees	\$ <u><b>.00</b></u>
<b>Total</b>	\$ <u><b>.00</b></u>

This case dismissed without prejudice.

Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<b>=====</b>	
<b>Certified Judgment Total</b>	\$ _____

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:

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 *Jones, LLC*, 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)

1.05

Restricted Delivery Fee  
(Endorsement Required)

Total Postage & Fees

\$ 2.98

JUL 3 2000  
Postmark  
Here

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

Mr. Ronald B GEARHART JR

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

Post Office Box 598

City, State, ZIP+4

HOLYZDALE 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

**Important Reminders:**

- 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 <b>CERTIFIED MAIL RECEIPT</b> <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>		
Article Sent To:		
DISTRICT Court 46-3-04		
0670	Postage	\$ .33
9982	Certified Fee	1.40
0007	Return Receipt Fee (Endorsement Required)	1.25
0007	Restricted Delivery Fee (Endorsement Required)	
0020	Total Postage & Fees	\$ 2.98
3220	 <small>Postmark Here</small>	
7099	Name (Please Print Clearly) (To be completed by mailer)	
7099	Dist Court 46-3-04 James L Hawkins DJ	
7099	Street, Apt. No.; or PO Box No.	
7099	POST Office Box 362	
7099	City, State, ZIP+4	
7099	ROUTE DATE PA 16651-0362	
PS Form 3800, July 1999		
See Reverse for Instructions		

**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

***Important Reminders:***

- 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.**

## 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

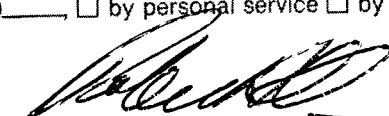
**AFFIDAVIT:** I hereby swear or affirm that I served

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) (registered) XXXXXX mail, sender's receipt attached hereto, and upon the appellee, (name) RONALD B. GEARHART, JR., on JULY 3, 2000,  by personal service  by (certified) XXXXXX mail, sender's receipt attached hereto.

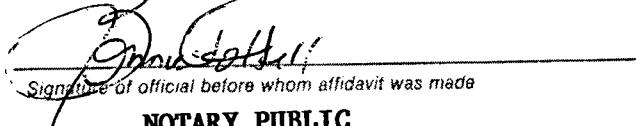
and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on \_\_\_\_\_, 19\_\_\_\_\_,  by personal service  by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS 3RD DAY OF JULY, 2000



Signature of affiant

  
Signature of official before whom affidavit was made

**NOTARY PUBLIC**

Title of official

**07/07/2003**

My commission expires on \_\_\_\_\_

Notarial Seal  
Bonnie Jo Hull, Notary Public  
Harrisburg, Dauphin County  
My Commission Expires July 7, 2003

Member, Pennsylvania Association of Notaries

# FILED

JUL 07 2000  
11:02 AM

William A. Shaw  
Prothonotary



COURT OF COMMON PLEAS  
 46-3-34  
 JUDICIAL DISTRICT  
 46-3-34

FROM

## DISTRICT JUSTICE JUDGMENT

COMMON PLEAS NO. 00-777-CD

## 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 <b>ASSOCIATES COMMERCIAL CORP.</b>	MAG. DIST. NO. OR NAME OF D.J. <b>46-3-34</b>
ADDRESS OF APPELLANT <b>C/O CHIPP, KODAK &amp; EMLIN, PC., P.O. BOX 11048, EARLISBNG, PA 17108</b>	CITY <b>PAULS</b>
DATE OF JUDGMENT <b>06/01/00</b>	STATE <b>PA</b>
IN THE CASE OF (Plaintiff) <b>ASSOCIATES COMMERCIAL CORP.</b>	(Defendant) <b>RONALD B. GEARWAN, JR.</b>
CLAIM NO. <b>CV 19 47-30</b>	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT 
LT 19	RECEIVED D. TODAY, 150 BOX 11048 MC, PA 17108
<p>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.</p> <p>_____        Signature of Prothonotary or Deputy</p>	
<p>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.</p>	

## 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 \_\_\_\_\_

Name of appellee(s)

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 3 0 2000

Attest:

  
 William J. Shan  
 Prothonotary

COURT OF COMMON PLEAS  
 X CLEARFIELD  
 JUDICIAL DISTRICT  
 46-3-04

## NOTICE OF APPEAL

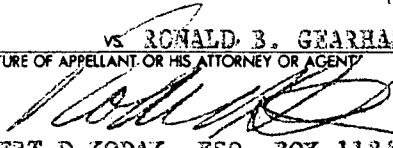
FROM

## COPY 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 <b>ASSOCIATES COMMERCIAL CORP.</b>		MAG. DIST. NO. OR NAME OF D.J. <b>46-3-04 HAWKINS</b>
ADDRESS OF APPELLANT <b>C/O KNUPP, KODAK &amp; IMBLUM, PC., P.O. BOX 11343, HARRISBURG, PA 17108</b>		
DATE OF JUDGMENT <b>06/01/00</b>	IN THE CASE OF (Plaintiff) <b>ASSOCIATES COMMERCIAL CORP.</b>	STATE <b>(Defendant)</b>
CLAIM NO. <b>CV 19 47-00 LT 19</b>		SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT  <b>ROBERT D. KNUPP, 750, BOX 11343, H.B., PA 17108</b>
<p>This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.</p> <p>This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.</p> <p>Signature of Prothonotary or Deputy</p>		
<p>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.</p>		

## 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 the CRSP.

JUN 3 0 2000

Attest:

  
 William L. H.  
 Prothonotary

U.S. Postal Service  
CERTIFIED MAIL RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To:

DISTRICT COVER 46-3-04

Postage	\$ .33
Certified Fee	1.40
Return Receipt Fee (Endorsement Required)	1.05
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.98

JUL Postmark  
3 2000  
Here

OF APPEAL AND RULE TO FILE COMPLAINT

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

Name (Please Print Clearly) (To be completed by mailer)
DIST COVER 46-3-04 James L Hawkins DJ
Street, Apt. No., or PO Box No.
POST OFFICE BOX 362
City, State, ZIP+4
HAZELDALE PA 16651-0362
PS Form 3800, July 1999 See Reverse for Instructions

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) (registered) mail, sender's receipt attached hereto, and upon the appellee. (name) RONALD B. GEARHART, JR., or  
JULY 3, 2000  by personal service  by (certified) (registered) mail, sender's receipt attached hereto.

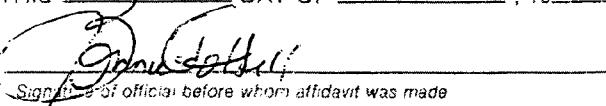
and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on 19,  by personal service  by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS 3RD DAY OF JULY, 2000



Signature of affiant

  
Signature of official before whom affidavit was made

NOTARY PUBLIC

Title of official

07/07/2003

X

My commission expires on

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

Postage	\$ .33
Certified Fee	1.40
Return Receipt Fee (Endorsement Required)	1.05
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.98

Name (Please Print Clearly) (To be completed by mailer)
RONALD B. GEARHART, JR.
Street, Apt. No., or PO Box No.
POST OFFICE BOX 362
City, State, ZIP+4
HAZELDALE PA 16651
PS Form 3800, July 1999 See Reverse for Instructions

RONALD B. GEARHART, JR.

Article Sent To:

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

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**

3  
**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

PLAINTIFF:

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

DEFENDANT:

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

VS.

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



**JAMES L. HAWKINS**  
**430 SPRING STREET**  
**P.O. BOX 362**  
**HOUTZDALE, PA 16651-0362**

**THIS IS TO NOTIFY YOU THAT:**

Judgment:

**DEFAULT JUDGMENT DEF.**

**00-777-00**

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

Date:	Place:
Time:	

**FILED**

JUL 07 2000

William A. Shaw  
Division: 00  
Prothonotary

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 June, 2000, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

7-5-00 Date June, 2000, District Justice

My commission expires first Monday of January,

2006

SEAL

**FILED**

JUL 07 2000  
7/3/00  
William A. Shaw  
Prothonotary

*Ed*