

00-1283-CD
HARRIS SAVINGS BANK -vs- MARK A. LOWMASTER et al

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10307

HARRIS SAVINGS BANK

00-1283-CD

VS.

LOWMASTER, MARK A. & AMY I.

COMPLAINT IN REPLEVIN

SHERIFF RETURNS

NOW OCTOBER 23, 2000 AT 10:12 AM DST SERVED THE WITHIN COMPLAINT IN REPLEVIN ON AMY I. LOWMASTER, DEFENDANT AT RESIDENCE, PO BOX 71, MCGEES MILLS ROAD, TROUTVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MAY LOWMASTER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN REPLEVIN AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: SNYDER

NOW OCTOBER 23, 2000 AT 10:12 AM DST SERVED THE WITHIN COMPLAINT IN REPLEVIN ON MARK A. LOWMASTER, DEFENDANT AT RESIDENCE, PO BOX 71, MCGEES MILLS ROAD, TROUTVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO AMY LOWMASTER, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN REPLEVIN AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: SNYDER

Return Costs

Cost	Description
44.80	SHFF. HAWKINS PAID BY: ATTY.
20.00	SURCHARGE PAID BY: ATTY.

OCT 30 2000

**William A. Shaw
Prothonotary**

Sworn to Before Me This

30th Day Of October, 2000

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

COPPIED

So Answers,

**Chester A. Hawkins
Sheriff
My Marilyn Harry
C O M P.**

Date: 10/30/2000
Time: 01:48 PM

Clearfield County Court of Common Pleas
Receipt

NO. 00501
Page 1 of

Received of: Harris Savings Bank (plaintiff) \$ 0.00

Zero and 00/100 Dollars

Case: 2000-01283-CD	Plaintiff: Harris Savings Bank	Amount
Civil Complaint		0.00
Paid Prior to FullCourt		
Total:		0.00

Payment Method: Cash

William A. Shaw, Prothonotary/Clerk of Courts

Clerk: OLDCASE

By: _____
Deputy Clerk

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

u1 HARRIS SAVINGS BANK

Plaintiff

No. 00-1283-CO

vs.

COMPLAINT IN REPLEVIN

u2 MARK A. LOWMASTER and
u2 AMY I. LOWMASTER

Defendants

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Lori A. Gibson, Esquire
PA I.D. #68013
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#02001006

RECEIVED
COURT CLERK
OCT 16 2000

William A. Stew
Prothonotary

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

HARRIS SAVINGS BANK

Plaintiff

vs.

Civil Action No.

MARK A. LOWMASTER and
AMY I. LOWMASTER

Defendants

COMPLAINT IN REPLEVIN AND NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by 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. OF 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

LAWYER REFERRAL SERVICE
PA Bar Association
P.O. Box 186
Harrisburg, PA 17108
1-800-692-7375

COUNT I - REPLEVIN

1. Plaintiff is a corporation having offices at 205 Pine Street, Harrisburg, Pennsylvania 17105.
2. Defendants are adult individuals residing at P.O. Box 71, McGees Mills Road, Troutville, Clearfield County, Pennsylvania 15866.
3. Plaintiff is the holder of a Retail Installment Contract (hereinafter the "Contract") and Security Agreement secured by a mobile home duly executed and delivered by Defendants in favor of Ashland Homes/Shippenville on or about May 24, 1996. A true and correct copy of the Contract and Security Agreement is attached hereto, marked as Exhibit "1" and made a part hereof.
4. Pursuant to said Contract and Security Agreement, Defendants took possession of the mobile home more particularly identified in the Contract as a 1996 Skyline Knollwood, Serial Number 1439-1892-IAB.
5. Ashland Homes/Shippenville subsequently assigned its right, title and interest in said Installment Sale Contract and Security Agreement to Plaintiff.
6. Under the terms of the Contract, Defendants were to make two hundred forty (240) consecutive monthly payments of \$403.38 beginning July 8, 1996.
7. The total amount due to Plaintiff pursuant to the Contract was \$96,811.20.

8. Plaintiff maintains a first lien on the aforesaid mobile home by virtue of the Certificate of Title issued by the Commonwealth of Pennsylvania Department of Transportation, a true and correct copy of the Certificate of Title is attached hereto, marked as Exhibit "2" and made a part hereof.

9. Defendants are in default of the terms and conditions of the Contract because Defendants have failed to make the required monthly payments since April 6, 2000.

10. Plaintiff is entitled to immediate possession of said mobile home which Plaintiff holds a security interest in and any proceeds of the mobile home, including insurance proceeds by virtue of Defendants' default.

11. Defendants have made partial payment under the Contract leaving an unpaid balance in the amount of \$41,385.73 as of July 17, 2000.

12. Plaintiff avers that the Contract provides for finance charges at the rate of \$10.46 per diem.

13. Plaintiff avers that finance charges from July 17, 2000 to August 14, 2000 amount to \$292.88.

14. Plaintiff has performed all conditions precedent as holder of all right, title and interest in the collateral, but Defendants wrongfully remain in possession of the mobile home at the above-stated address.

15. By virtue of Defendants' default, Plaintiff has an immediate right to possession of the mobile home covered by the Security Agreement the value of which is \$29,493.01, plus continuing finance charges at the aforesaid rate of \$10.46 per diem.

16. Under the terms of the Contract, Defendants have undertaken to pay to Plaintiff its reasonable attorneys' fees and costs of retaking possession of the collateral.

WHEREFORE, Plaintiff prays for Judgment against Defendants, jointly and severally, in Count I of this Complaint In Replevin, as follows:

A. For possession of the mobile home, more particularly identified as a 1996 Skyline Knollwood, Serial Number 1439-1892-IAB or, in the alternative for damages of \$29,493.01 the value of the mobile home plus continuing finance charges at the aforesaid rate of \$10.46 per diem, in the event that recovery of the mobile home cannot be obtained;

B. Reasonable attorneys' fees and expenses for retaking possession, and;

C. For such other relief that the Court deems just and proper.

COUNT II
ACTION IN CONTRACT FOR IN PERSONAM DAMAGES

17. Plaintiff incorporates herein by reference thereto each of the preceding paragraphs of this Complaint in their entirety as if the same were more fully set forth herein.

18. In the alternative to Count I, Plaintiff pleads an action in contract as a result of Defendants' default for the accelerated balance due under the Contract in the amount of \$41,678.61, plus appropriate

additional finance charges at the rate of \$10.46 per diem on the balance due from August 14, 2000 and costs.

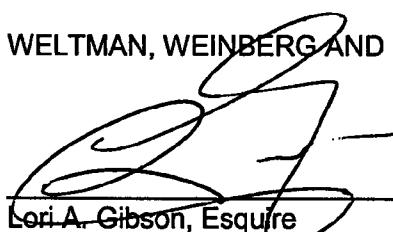
19. Under the terms of the Contract, Plaintiff is entitled to recover reasonable attorneys' fees and costs of retaking possession of the collateral.

20. Plaintiff avers that such attorneys' fees amount to \$200.00.

21. Contemporaneously hereunder, Defendants have been advised of his/her right to dispute the validity of this debt, or any part thereof, pursuant to the Fair Debt Collection Practices Act 30 Day Notice, attached hereto, marked Exhibit "3" and made a part hereof.

WHEREFORE, Plaintiff prays for the entry of Judgment on Count II against Defendants, jointly and severally, in the amount of \$41,878.61 plus continuing finance charges at the aforesaid rate of \$10.46 per diem from August 14, 2000, reasonable attorneys fees and expenses for retaking possession and costs.

WELTMAN, WEINBERG AND REIS, CO. L.P.A.


Lori A. Gibson, Esquire
PA I.D. #68013

WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#:02001006

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.

**RETAIL INSTALLMENT CONTRACT
AND SECURITY AGREEMENT**

No. _____
Date MAY 24, 1996

Seller ASHLAND HOMES/SHIPPENVILLE

Address RT 66 N
SHIPPENVILLE, PA 16264

"We" and "us" mean the Seller above,
its successors and assigns.

Buyer LOWMASTER, MARK ALLEN

LOWMASTER, AMY ILENE
Address MCGEE'S MILLS RD
TROUTVILLE, PA 16846

"You" and "your" mean each Buyer above
and guarantor, jointly and individually.

SALE: You agree to purchase from us, subject to the terms and conditions of this Contract and Security Agreement, the Vehicle in its present condition described below.

Year	Make	Model	Manufacturer's Serial Numbers	License No./Year
96	SKYLINE	KNOLLWOOD	1439-1892-IAB	

OTHER DESCRIPTION: Size: 20x52

SECURITY: You give us a security interest in the Vehicle described above. The Vehicle shall be complete with all accessories, attachments, accessories, equipment, and proceeds of the Vehicle. The delivery and acceptance of the Vehicle is acknowledged by you. Our security interest will not extend to consumer goods that are not installed in or affixed to the Vehicle more than 10 days after we enter into this Contract with you.

You are also giving a security in the real estate covered by mortgage that is dated _____.

PROMISE TO PAY AND PAYMENT TERMS: You promise to pay us the principal amount of \$ 43275.00, plus finance charges accruing at the rate of 9.50 % per year until maturity. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the TRUTH IN LENDING DISCLOSURES, and pay any additional amounts according to the terms and conditions of this Contract. After maturity, or after we have demanded payment of earned but unpaid amounts, we will, instead, earn interest at 9.50 percent per year.

DOWN PAYMENT: You also agree to pay on or before today's date the down payment of any cash, rebate and net trade-in value described on page 2.

MINIMUM FINANCE CHARGE: We may retain a minimum finance charge of \$ _____ if you pay off this Contract before we have earned that much interest.

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	AMOUNT FINANCED The amount of credit provided to you or on your behalf.	TOTAL OF PAYMENTS The amount you will have paid when you have made all scheduled payments.	TOTAL SALE PRICE The total cost of your purchase on credit, including your down payment of \$ <u>2350.00</u> , and the finance charge of \$ <u>99161.20</u> .
<u>9.51 %</u>	<u>\$ 53541.20</u>	<u>\$ 43270.00</u>	<u>\$ 96811.20</u>	

Payment Schedule: Your payment schedule will be

Number of Payments	Amount of Payments	When Payments Are Due
<u>240</u>	<u>\$ 403.38</u>	<u>8TH</u> <u>of each month beginning JULY 19 96</u>
	<u>\$</u>	<u>and each MONTH thereafter until paid.</u>
	<u>\$</u>	

Security: You are giving a security interest in the Vehicle being purchased. You are also giving a security in the real estate covered by mortgage that is dated _____ and located at _____.

Late Charge: You will be charged 2% per month on the amount of the payment in arrears by more than 10 days.

Assumption: Someone buying your home cannot assume the obligation on the original terms.

Prepayment: If you pay off this Contract early, you may will not have to pay a penalty. **Filing Fees \$ 20.00**
Contract Provisions: You can see your Contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

If you do not meet your Contract obligations, you may lose your house, the property that you bought with this loan, or household goods and furniture, your motor vehicle, or money in your account with us.

CREDIT INSURANCE: Credit life insurance and credit disability insurance are not required to obtain credit. Credit life insurance and credit disability insurance will not be provided unless you sign and agree to pay the additional cost.

PROPERTY INSURANCE: You are required by us to insure the Vehicle securing this Contract. You shall have the option of furnishing the required insurance either through existing policies of insurance owned or controlled by you or producing and furnishing the equivalent insurance coverage through any insurance company authorized to transact business in Pennsylvania. Insurance covering risks of: 1) loss or liability related to the Vehicle, 2) the use of the Vehicle, 3) goods or services related to the Vehicle, 4) mechanical breakdowns, or a service contract or warranty is optional and not included unless checked and indicated below.

CREDIT LIFE:	<input type="checkbox"/> For First Buyer
	<input type="checkbox"/> For Second Buyer
	<input type="checkbox"/> For Both Buyers
Premium: \$	

CREDIT DISABILITY:	<input type="checkbox"/> For First Buyer
	<input type="checkbox"/> For Second Buyer
	<input type="checkbox"/> For Both Buyers

LIABILITY INSURANCE: Liability insurance coverage for bodily injury and property damage caused to others is not included in this Contract unless checked and indicated below.

SECURITY: You give us a security interest in the Vehicle described above. The Vehicle shall be complete with all accessories, attachments, accessories, equipment, and proceeds of the Vehicle. The delivery and acceptance of the Vehicle is acknowledged by you. Our security interest will not extend to consumer goods that are not installed in or affixed to the Vehicle more than 10 days after we enter into this Contract with you.

You are also giving a security in the real estate covered by mortgage that is dated _____.

PROMISE TO PAY AND PAYMENT TERMS: You promise to pay us the principal amount of \$ 43275.00 _____ plus finance charges accruing at the rate of 9.50% per year until maturity. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the TRUTH IN LENDING DISCLOSURES, and pay any additional amounts according to the terms and conditions of this Contract. After maturity, or after we have demanded payment of earned but unpaid amounts, we will, instead, earn interest at 9.50 percent per year.

DOWN PAYMENT: You also agree to pay on or before today's date the down payment of any cash, rebate and net trade in value described on page 2.

MINIMUM FINANCE CHARGE: We may retain a minimum finance charge of \$ _____ if you pay off this Contract before we have earned that much interest.

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	AMOUNT FINANCED The amount of credit provided to you or on your behalf.	TOTAL OF PAYMENTS The amount you will have paid when you have made all scheduled payments.	TOTAL SALE PRICE The total cost of your purchase on credit, including your down payment of \$ 2350.00
9.51 %	\$ 53541.20	\$ 43270.00	\$ 96811.20	\$ 99161.20
Payment Schedule: Your payment schedule will be				
Number of Payments	Amount of Payments		When Payments Are Due	
240	\$ 403.38	8TH	of each month beginning	JULY 19 96
	\$	and each MONTH	thereafter until paid.	
	\$			

Security: You are giving a security interest in the Vehicle being purchased. You are also giving a security in the real estate covered by mortgage that is dated _____ and located at _____.

Late Charge: You will be charged 2% per month on the amount of the payment in arrears by more than 10 days.

Assumption: Someone buying your home cannot assume the obligation on the original terms.

Prepayment: If you pay off this Contract early, you may will not have to pay a penalty. **Filing Fees \$ 20.00.**

Contract Provisions: You can see your Contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

If you do not meet your Contract obligations, you may lose your house, the property that you bought with this loan, or household goods and furniture, your motor vehicle, or money in your account with us.

CREDIT INSURANCE: Credit life insurance and credit disability insurance are not required to obtain credit. Credit life insurance and credit disability insurance will not be provided unless you sign and agree to pay the additional cost.

CREDIT LIFE:	For First Buyer
	For Second Buyer
	For Both Buyers
Premium: \$	_____

CREDIT DISABILITY:	For First Buyer
	For Second Buyer
	For Both Buyers
Premium: \$	_____

	For First Buyer
	For Second Buyer
	For Both Buyers
Premium: \$	_____

Insurance Company Name and Home Office Address:

I Want the Credit Insurance Specified Above:

First Buyer _____ Second Buyer _____

PROPERTY INSURANCE: You are required by us to insure the Vehicle securing this Contract. You shall have the option of furnishing the required insurance either through existing policies of insurance owned or controlled by you or procuring and furnishing the equivalent insurance coverage through any insurance company authorized to transact business in Pennsylvania. Insurance covering risks of: 1) loss or liability related to the Vehicle, 2) the use of the Vehicle, 3) goods or services related to the Vehicle, 4) mechanical breakdowns, or a service contract or warranty is optional and not included unless checked and indicated below.

LIABILITY INSURANCE: Liability insurance coverage for bodily injury and property damage caused to others is not included in this Contract unless checked and indicated below.

If you get the insurance from or through us, you will pay \$ _____ for _____ of coverage. The Vehicle insurance premium is calculated as follows:

Fire-Theft and Combined Add'l. Coverage \$ _____

\$ _____ **Deductible Comprehensive Cov.** \$ _____

\$ _____ **Deductible Collision Coverage** \$ _____

_____ \$ _____

_____ \$ _____

A charge for an Extended Service Contract is added to this Contract. The Extended Service Contract sold or provided by us is:

Coverage: _____ for Term: _____

MODERN CREDIT PROTECTION POLICY:

Premium \$ _____ for _____ of coverage.

MOTOR VEHICLE (page 1 of 3)

ITEMIZATION OF AMOUNT FINANCED

Vehicle	\$ 15260.00
(including accessories, delivery, services, and sales tax of \$ 0.00)	
Extended Service Contract	\$ 0.00
Cash Down Payment	Cash Price
\$ 450.00	\$ 45260.00
Manufacturer's Rebate	\$ 0.00
Description of Trade-in	
<u>70 BUDDY 12X80</u>	
Trade-in	\$ 1900.00
Less: Amount Owing (paid by Seller)	\$ 0.00
Net Trade-in	\$ 1200.00
Down Payment	
Unpaid Balance of Cash Price (Cash Price less Down Payment)	
\$ 2350.00	
\$ 42910.00	
Paid to Public Officials - Sales Tax / Tire Tax	\$ 0.00
Paid to Property Insurance Company / MCPP	\$ 0.00
Paid to Credit Life Insurance Company	\$ 0.00
Paid to Credit Disability Insurance Company	\$ 0.00
Filing Fee / UCC	\$ 20.00
To: <u>Notary & Title / Flood Report</u>	\$ 20.00
To: <u>Mortgage Lien Satisfaction / Encumbrances</u>	\$ 200.00
Other Charges (including amounts paid to others on your behalf)	\$ 365.00
(Less) Prepaid Finance Charges	\$ 5.00
Amount Financed (Unpaid Balance of Cash Price plus Other Charges)	\$ 43270.00

You agree to the terms on pages 1, 2, and 3 of this Contract

ADDITIONAL TERMS OF THE CONTRACT AND SECURITY AGREEMENT

GENERAL TERMS: As used in this document, Contract includes the terms of the Contract and Security Agreement. You have been given an opportunity to purchase the Vehicle and/or services described on page 1 for the cash price or the total sale price. The total sale price is the total price of the Vehicle and/or services if you buy it over time. The total sale price shown in the TRUTH IN LENDING DISCLOSURES is based on the assumption that all payments will be made as scheduled. You agree to buy this property and/or services from us at the actual total sale price according to the terms of this Contract.

You agree this Contract will be governed by the law of the State of Pennsylvania. You agree that we have not made any oral warranties or promises regarding the property. This Contract takes effect when signed by you. If any part of this Contract cannot be enforced, this fact will not affect the remaining terms.

WARRANTY: Vehicle warranty information is supplied to you separately.

PREPAYMENT: You may prepay this Contract in part or in full at any time. Any partial payment will not excuse any later scheduled payments until you pay in full.

OWNERSHIP AND DUTIES TOWARD PROPERTY: By giving us a security interest in the Vehicle, you represent and agree to the following.

- You will defend this property against any claim made by anyone else. You will do whatever is necessary to keep our claim to the Vehicle ahead of the claim of anyone else.
- The security interest you are giving us in this Vehicle comes ahead of the claim of any other of your general or secured creditors. You have signed or immediately will sign any additional documents or provide us with any additional information we may require to keep our claim to the Vehicle ahead of the claim of anyone else. You will not do anything to change our interest in the Vehicle.
- You will keep the Vehicle in your possession in good condition and repair. You will use the Vehicle only for the

B. We, in good faith, believe that the prospect of payment or the prospect of your performance of any other of your obligations under this Contract is impaired.

If you default, you agree to pay court costs we incur to collect this Contract as well as attorneys' fees if we refer this Contract for collection to an attorney.

If an event of default occurs as to any one of you, we may exercise our remedies against any or all of you.

REMEDIES: If you are in default on this Contract, we have all of the remedies provided by law and this Contract.

A. We may require you to immediately pay us the remaining unpaid balance of the amount financed, finance charges, less any refund required by law, and all other agreed charges.

B. We may pay taxes, assessments, or other liens or make repairs to the Vehicle if you have not done so. We are not required to do so. Any amount we pay will be added to the amount you owe us, will be immediately due, and will earn interest from the date paid at the highest lawful contract rate permitted by law until paid in full.

C. We may immediately take possession of the Vehicle by legal process or self help, but in doing so we may not breach the peace or unlawfully enter onto your premises. We may then sell the Vehicle and apply what we receive as provided by law to our reasonable expenses and then toward your secured obligations.

D. We may be entitled to a deficiency judgment against you if the proceeds of the sale do not pay all of the expenses and what you owe us (except when prohibited by law).

By choosing any one or more of these remedies, we do not waive our right to later use another remedy. By deciding not to use any remedy, we do not give up our right to consider the event of a default if it happens again.

You agree that if any notice is required to be given to you of the intended sale or disposition of the Vehicle, this notice will be considered reasonable if sent by mail to your last known address, as reflected in our records, at least 10 days before the date of the intended disposition for such period of time as is required by law.

REINSTATEMENT: If the Vehicle has been repossessed or taken through legal action, we may reinstate the Contract and return the Vehicle to you. The Contract will be reinstated if you pay all past due installments, accrued default, plus any other amount lawfully due under the Contract. In addition, you agree to pay for the costs of suit if we retake the Vehicle through legal action. If default has existed for more than 15 days at the time of repossession, the expenses for retaking, repairing, and storing the Vehicle as authorized by law must also be paid by you.

NOTICE OF PROPOSED INSURANCE: You take notice that group credit life insurance coverage and/or group credit accident and health insurance coverage will be applicable to this Contract if so marked on page 1. Group credit life insurance coverage and/or group credit accident and health insurance coverage will be written by the insurance company named. This insurance, subject to acceptance by the insurer, covers only the person signing the request for such insurance (or each person signing the request for joint credit life insurance). The amount of charge is indicated for each type of credit insurance to be purchased. The term of insurance will commence as of the date the indebtedness is incurred and will expire on the originally scheduled maturity, etc., of the indebtedness. Subject to acceptance by the insurer and within 30 days, there will be delivered to us a certificate of insurance more fully describing the insurance. In the event of prepayment of the indebtedness, a refund of insurance charges will be made when due.

INSURANCE: You agree to buy insurance on the Vehicle against the risks and for the amounts we require. You will name us as loss payee on any such policy. We may require added security on this Contract if you agree that insurance proceeds may be used to repair or replace the Vehicle. You agree that if the insurance proceeds do not cover the amounts you still owe us, you will pay the difference. You will buy the insurance from a firm authorized to do business in Pennsylvania. You will keep the insurance until this Contract is paid in full.

If you fail to obtain or maintain this insurance, we may obtain insurance to protect our interest in the Vehicle. If you fail to name us as loss payee, we may obtain insurance to protect our interest in the Vehicle. We will notify you if we do so. The cost of such insurance will be added to the amount you owe us. The cost will be immediately due. The cost will accrue interest at the highest

Down Payment	\$ 2350.00
Unpaid Balance of Cash Price (Cash Price less Down Payment)	\$ 42910.00
Paid to Public Officials - Sales Tax / Tire Tax	\$ 0.00
Paid to Property Insurance Company / MCPP	\$ 0.00 0.00
Paid to Credit Life Insurance Company	\$ 0.00
Paid to Credit Disability Insurance Company	\$ 0.00
Filing Fee / UCC	\$ 20.00 0.00
To: <u>Notary & Title / Flood Report</u>	\$ 20.00 23.00
To: <u>Mortgage Lender / Banker / Investors</u>	\$ 300.00 0.00
Other Charges (including Amounts Paid to Others on Your Behalf)	\$ 365.00
(Less) Prepaid Finance Charges	\$ 5.00
Amount Financed (Unpaid Balance of Cash Price plus Other Charges)	\$ 43270.00

You agree to the terms on pages 1, 2, and 3 of this Contract.

ADDITIONAL TERMS OF THE CONTRACT AND SECURITY AGREEMENT

GENERAL TERMS: As used in this document, Contract includes the terms of the Contract and Security Agreement. You have been given an opportunity to purchase the Vehicle and/or services described on page 1 for the cash price or the total sale price. The total sale price is the total price of the Vehicle and/or services if you buy it over time. The total sale price shown in the TRUTH IN LENDING DISCLOSURES is based on the assumption that all payments will be made as scheduled. You agree to buy this property and/or services from us at the actual total sale price according to the terms of this Contract.

You agree this Contract will be governed by the law of the State of Pennsylvania. You agree that we have not made any oral warranties or promises regarding the property. This Contract takes effect when signed by you. If any part of this Contract cannot be enforced, this fact will not affect the remaining terms.

WARRANTY: Vehicle warranty information is supplied to you separately.

PREPAYMENT: You may prepay this Contract in part or in full at any time. Any partial payment will not excuse any later scheduled payments until you pay in full.

OWNERSHIP AND DUTIES TOWARD PROPERTY: By giving us a security interest in the Vehicle, you represent and agree to the following.

- A. You will defend this property against any claim made by anyone else. You will do whatever is necessary to keep our claim to the Vehicle ahead of the claim of anyone else.
- B. The security interest you are giving us in this Vehicle comes ahead of the claim of any other of your general or secured creditors. You have signed or immediately will sign any additional documents or provide us with any additional information we may require to keep our claim to the Vehicle ahead of the claim of anyone else. You will not do anything to change our interest in the Vehicle.
- C. You will keep the Vehicle in your possession in good condition and repair. You will use the Vehicle only for the lawful purposes for which it was intended. Unless otherwise agreed in writing, the Vehicle will be located at your address listed on page 1.
- D. You will not attempt to sell the Vehicle (unless it is inventory and identified as such) or otherwise transfer any rights in this property to anyone else, without our prior written consent.
- E. You will pay all taxes and assessments on the Vehicle as they become due.
- F. You will notify us of any loss or damage to the Vehicle. You will provide us reasonable access to the Vehicle for the purpose of inspection. Our entry and inspection must be accomplished in a lawful manner and without breaching the peace.
- G. You will endorse the certificate of title to this Vehicle, if any, to show the security interest we have in this Vehicle.

DEFAULT: You will be in default on this Contract if any one or more of the following occurs (except as prohibited by law).

- A. You fail to perform any obligation which you have undertaken in this Contract.

C. We may immediately take possession of the Vehicle by legal process or self-help, but in doing so we may not breach the peace or unlawfully enter onto your premises. We may then sell the Vehicle and apply what we receive as provided by law to our reasonable expenses and then toward your secured obligations.

- D. We may be entitled to a deficiency judgment against you if the proceeds of the sale do not pay all of the expenses and what you owe us (except when prohibited by law).

By choosing any one or more of these remedies, we do not waive our right to later use another remedy. By deciding not to pursue any remedy, we do not give up our right to consider the event a default if it happens again.

You agree that if any notice is required to be given to you of the intended sale or disposition of the Vehicle, this notice will be considered reasonable if sent by mail to your last known address as reflected in our records, at least 10 days before the date of the intended disposition (or such other period of time as is required by law).

REINSTATEMENT: If the Vehicle has been repossessed or taken through legal action, we may reinstate the Contract and return the Vehicle to you. The Contract will be reinstated if you pay all past due installments, accrued default, plus any other amount lawfully due under the Contract. In addition, you agree to pay for the costs of suit if we retake the Vehicle through legal action. If default has existed for more than 15 days at the time of repossession, the expenses for retaking, repairing, and storing the Vehicle as authorized by law must also be paid by you.

NOTICE OF PROPOSED INSURANCE: You take notice that group credit life insurance coverage and/or group credit accident and health insurance coverage will be applicable to this Contract if so marked on page 1. Group credit life insurance coverage and/or group credit accident and health insurance coverage will be written by the insurance company named. This insurance, subject to acceptance by the insurer, covers only the person signing the request for such insurance (or each person signing the request for joint credit life insurance). The amount of charge is indicated for each type of credit insurance to be purchased. The term of insurance will commence as of the date the indebtedness is incurred and will expire on the originally scheduled maturity date of the indebtedness. Subject to acceptance by the insurer and within 30 days, there will be delivered to us a certificate of insurance more fully describing the insurance. In the event of prepayment of the indebtedness, a refund of insurance charges will be made when due.

INSURANCE: You agree to buy insurance on the Vehicle against the risks and for the amounts we require. You will name us as loss payee on any such policy. We may require added security to this Contract if you agree that insurance proceeds may be used to repair or replace the Vehicle. You agree that if the insurance proceeds do not cover the amounts you still owe us, you will pay the difference. You will buy the insurance from a firm authorized to do business in Pennsylvania. You will keep the insurance until this Contract is paid in full.

If you fail to obtain or maintain this insurance, we may obtain insurance to protect our interest in the Vehicle. If you fail to name us as loss payee, we may obtain insurance to protect our interest in the Vehicle. We will notify you if we do so. The cost of such insurance will be added to the amount you owe us. The cost will be immediately due. The cost will accrue interest at the highest lawful contract rate, until paid in full.

WAIVER: You give up your rights (to the extent permitted by law) to require us to do certain things. You will not require us to: (1) demand payment of amounts due; (2) give notice that amounts due have not been paid; (3) give notice that we are making the Contract immediately due.

OBLIGATIONS INDEPENDENT: Each person who signs this Contract agrees to pay this Contract according to its terms. This means the following:

- A. You must pay this Contract even if someone else has signed it.
- B. We may release any co-signer or guarantor and you will still be obligated to pay the Contract.
- C. We may release any security and you will still be obligated to pay the Contract.
- D. If we give up any of our rights, it will not affect your duty to pay this Contract.
- E. If we extend new credit or renew this Contract, it will not affect your duty to pay this Contract.

FTC NOTICES

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

IF YOU ARE BUYING A USED VEHICLE, THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

THIRD PARTY AGREEMENT

By signing below you agree to give us a security interest in the Vehicle described on page 1. You also agree to be bound by the terms of this Contract, including the WAIVER section on page 2, EXCEPT that you will not be liable for the payments it requires. You agree that we may renew, extend, or change this Contract. You also agree that we may release any party or Vehicle without releasing you from this Contract. We may take these steps without notice or demand upon you.

You acknowledge receipt of a completed copy of this Contract and Security Agreement.

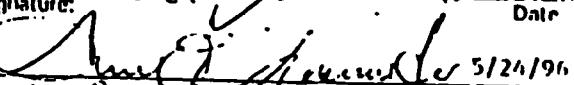
X _____ Date _____

Name _____

NOTICE TO BUYER: DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

Buyer:

 5/24/96
Signature: _____ Date: _____

 5/24/96
Signature: _____ Date: _____

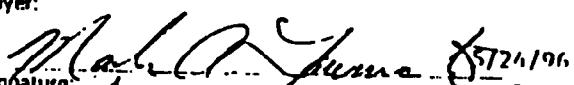
Buyer:

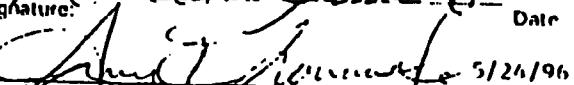
Signature: _____ Date: _____

Signature: _____ Date: _____

BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS RETAIL INSTALLMENT CONTRACT

Buyer:

 5/24/96
Signature: _____ Date: _____

 5/24/96
Signature: _____ Date: _____

Buyer:

Signature: _____ Date: _____

Signature: _____ Date: _____

ASSIGNMENT: This Contract and Security Agreement is assigned to HARRIS SAVINGS BANK.

(name and address), the Assignee, under the terms of the ASSIGNMENT BY SELLER below.

Seller: ASHLAND HOMES/SHIP PENNILLE

By: 

ASSIGNMENT BY SELLER

Seller sells and assigns this Retail Installment Contract and Security Agreement on 5/24/96 to the Assignee, its successors and assigns, all its rights, title and interest in this Contract and Security Agreement, and any guarantee executed in connection with this Contract and Security Agreement.

THIS ASSIGNMENT IS MADE: UNDER THE TERMS OF A SEPARATE AGREEMENT.
 PURSUANT TO THE FOLLOWING TERMS.

Seller gives Assignee full power, either in its own name or in Seller's name, to take all legal or other actions which Seller could have taken under this Contract. Seller warrants:

- A. This Contract represents a sale by Seller to Buyer on a time price basis and not on a cash basis;
- B. The statements contained in this Contract are true and correct;
- C. The down payment was made by the Buyer in the manner stated on page 1 and no part of the down payment was loaned or paid to the Buyer by Seller or Seller's representatives;
- D. This sale was completed in accordance with all applicable federal and state laws and regulations;
- E. This Contract is valid and enforceable in accordance with its terms;
- F. The names and signatures on this Contract are not forged, fictitious or assumed, and are true and correct;
- G. This Contract is not subject to any claims or defenses on the part of the Buyer;
- H. A completely filled-in copy of this Contract was delivered to the Buyer at the time of execution; and
- I. The Vehicle has been delivered to the Buyer in good condition and has been accepted by Buyer.

If any of these warranties is breached or untrue, Seller will, upon Assignee's demand, purchase this Contract from Assignee. The purchase shall be in cash in the amount of the unpaid balance, including interest, plus the cost of collection, if any.

NOTICE TO BUYER: DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

Buyer:


Signature: Mark J. James Date: 5/24/96

Signature: Dennis R. Knight Date: 5/24/96

Buyer:

Signature: _____ Date: _____
Signature: _____ Date: _____

BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS RETAIL INSTALLMENT CONTRACT

Buyer:


Signature: Mark J. James Date: 5/24/96

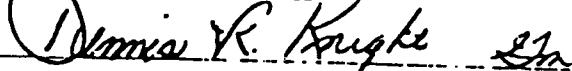
Signature: Dennis R. Knight Date: 5/24/96

Buyer:

Signature: _____ Date: _____
Signature: _____ Date: _____

ASSIGNMENT: This Contract and Security Agreement is assigned to HARRIS SAVINGS BANK _____ (name and address), the Assignee, under the terms of the ASSIGNMENT BY SELLER below.

Seller: ASHLAND HOMES/SHIPPENVILLE

By: 

ASSIGNMENT BY SELLER

Seller sells and assigns this Retail Installment Contract and Security Agreement on 5/24 1996 to _____ the Assignee, its successors and assigns, all its rights, title and interest in this Contract and Security Agreement, and any guarantee executed in connection with this Contract and Security Agreement.

THIS ASSIGNMENT IS MADE: **UNDER THE TERMS OF A SEPARATE AGREEMENT**
 PURSUANT TO THE FOLLOWING TERMS.

Seller gives Assignee full power, either in its own name or in Seller's name, to take all legal or other actions which Seller could have taken under this Contract. Seller warrants:

- A. This Contract represents a sale by Seller to Buyer on a time price basis and not on a cash basis;
- B. The statements contained in this Contract are true and correct;
- C. The down payment was made by the Buyer in the manner stated on page 1 and no part of the down payment was loaned or paid to the Buyer by Seller or Seller's representatives;
- D. This sale was completed in accordance with all applicable federal and state laws and regulations;
- E. This Contract is valid and enforceable in accordance with its terms;
- F. The names and signatures on this Contract are not forged, fictitious or assumed, and are true and correct;
- G. This Contract is not subject to any claims or defenses on the part of the Buyer;
- H. A completely filled in copy of this Contract was delivered to the Buyer at the time of execution, and
- I. The Vehicle has been delivered to the Buyer in good condition and has been accepted by Buyer.

If any of these warranties is breached or untrue, Seller will, upon Assignee's demand, purchase this Contract from Assignee. The purchase shall be in cash in the amount of the unpaid balance (including interest) plus the cost and expenses of Assignee, including attorneys' fees.

Seller will indemnify Assignee for any loss sustained by it because of judicial set off or as the result of a recovery made against Assignee as a result of a claim or defense Buyer has against Seller.

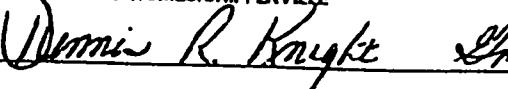
Seller waives notice of the acceptance of this assignment, notice of non-payment or non-performance and notice of any other remedies available to Assignee.

Assignee may, without notice to Seller, and without affecting the liability of Seller under this assignment, compound or release any rights against, and grant extensions of time for payment to be made, to Buyer and any other person obligated under this Contract.

UNLESS INDICATED BY CHECKING THE BOX BELOW, THIS ASSIGNMENT IS WITHOUT RE COURSE.

WITH RE COURSE: Seller agrees that if the Buyer defaults on any obligation of payment or performance under this Contract and Security Agreement, Seller will, upon demand, repurchase this Contract and Security Agreement for the amount of the unpaid balance, including finance charges, due at that time.

Seller: ASHLAND HOMES/SHIPPENVILLE

By: 

Title: PRESIDENT

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATE OF TITLE FOR A VEHICLE

9,508			
981790013005984-001			
143918921AB		96	YEAR
VEHICLE IDENTIFICATION NUMBER		MAKE OF VEHICLE	
MH	0	SKYLINE	
VEHICLE TYPE	DUP	SEAT CAP	PROP. TITLE STATE
7/09/96	7/09/96	7/09/96	DOC. PROC. DATE
DATE PA TITLED	DATE OF ISSUE	UNLADEN WEIGHT	CVWR
		1,600	GVWR
		1,600	ODOM. STATUS
		4	ODOM. MILE
		EXEMPT	TITLE BRANDS
ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW			
REGISTRATION OWNER(S)			
MARK A & AMY I LOWMASTER PO. BOX 71 TROUTVILLE PA 15866			
FIRST LIEN FAVOR OF: HARRIS SAVINGS BANK			
SECOND LIEN FAVOR OF:			
FIRST LIEN RELEASED _____		DATE _____	
BY _____ AUTHORIZED REPRESENTATIVE		SECOND LIEN RELEASED _____	
MAILING ADDRESS		DATE _____	
031007 HARRIS SAVINGS BANK 205 PINE ST HARRISBURG PA 17105		BY _____ AUTHORIZED REPRESENTATIVE	
I certify that the date of issue, the official records of the Pennsylvania Department of Transportation reflect that the person(s) or company named herein is the lawful owner of the said vehicle.			
D. APPLICATION FOR TITLE AND LIEN INFORMATION			
<p>SUBSCRIBED AND SWORN TO BEFORE ME, this _____ day of _____, YEAR _____</p> <p>_____ SIGNATURE OF APPLICANT OR AUTHORIZED AGENT</p> <p>SEAL</p> <p>SIGN IN PRESENCE OF A NOTARY</p> <p>The undersigned hereby makes application for Certificate of Title to the vehicle described above, subject to the encumbrances and other legal claims set forth here.</p> <p>_____ SIGNATURE OF APPLICANT OR AUTHORIZED AGENT</p> <p>_____ SIGNATURE OF CO-APPLICANT OR CO-AUTHORIZED AGENT</p>		<p>TO BE COMPLETED BY PURCHASER WHEN VEHICLE IS SOLD AND FOR APPROPRIATE SECTION(S) ON THE REVERSE SIDE OF THIS DOCUMENT ARE COMPLETED</p> <p>When applying for title with a co-owner, other than your spouse, check one of these boxes. If check is checked, title will be issued as "Tenants in Common". <input checked="" type="checkbox"/> A. Two (2) with right of Survivorship (entitled to 50% of the owner's interest in the surviving owner). <input type="checkbox"/> B. Tenants in Common (on death of one owner, interest of deceased owner goes to his or her heirs or estate).</p> <p>LIEN DATE _____ IF NO LIEN CHECK BOX <input type="checkbox"/></p> <p>TRACY DENHOLCH NAME _____ STREET _____ CITY _____ STATE _____ ZIP _____ LIEN DATE _____ IF NO LIEN CHECK BOX <input type="checkbox"/></p> <p>SECOND LIENHOLCH NAME _____ STREET _____ CITY _____ ZIP _____</p>	
EXHIBIT			
STORE IN A SAFE PLACE. IF LOST, APPLY FOR A DUPLICATE. ANY ALTERATION OR ERASURE VOIDS THIS TITLE.			

106145952

FAIR DEBT COLLECTION PRACTICES ACT 30 DAY NOTICE

By law, this law firm is required to advise you that unless within 30 days after receipt of this notice you dispute the validity of this debt or any portion thereof, the debt will be assumed to be valid by us. If said notification is sent to us in writing, we are required to provide you with verification of the debt. In the event within a 30-day period you request in writing the name of the original creditor, it will be provided to you if different from the current creditor. In the event that you dispute the debt and/or request the name of the original creditor in writing within the 30-day period; no further action will be taken to obtain a Judgment in the pending lawsuit until the verification and/or name of the original creditor has been provided to you.

This law firm is attempting to collect this debt for our client and any information obtained will be used for that purpose.

The above Notice is being given pursuant to the Fair Debt Collection Practices Act and is separate and distinct from the foregoing Complaint which must be responded to in conformity with the instructions therein. Because of the difference in time parameters, we will not move for Default Judgment for at least thirty (30) days from the date of service of this Complaint upon you, and if you request verification, we will not move for Default Judgment until a reasonable time after verification has been provided, and after the expiration of the thirty (30) day period from the date of service.

EXHIBIT 3

02001006

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 P.A.C.S. §4904 relating to unsworn falsifications to authorities, that he/she is Lisa A. Marsh

AUP _____ of Harris Savings Bank _____, plaintiff herein, that
(Title) (Name) (Company)

he/she is duly authorized to make this Verification, and that the facts set forth in the foregoing complaint are true and correct to the best of his/her knowledge, information and belief.

John M. Hart
(Signature)

Oct 16 2010
7134016750
W.A. Brown
PA \$80.00

See Sherry

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

HARRIS SAVINGS BANK

Plaintiff No. 00-1283-CD

vs. PRAECIPE FOR DEFAULT JUDGMENT

MARK A. LOWMASTER and
AMY I. LOWMASTER

Defendants

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James McNally, Esquire
PA I.D. #78341
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#02001006

FILED

8/2000

Howard A. Shaw
Prothonotary

THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

HARRIS SAVINGS BANK

Plaintiff

vs.

Civil Action No. 00-1283-CD

MARK A. LOWMASTER and
AMY I. LOWMASTER

Defendants

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

COUNT I

Kindly enter Judgment against the Defendants, Mark A. Lowmaster and Amy I. Lowmaster, above named, in the default of an Answer as follows:

For possession of the mobile home, more particularly identified as a 1996 Skyline Knollwood, Serial Number 1439-1892-IAB or in the alternative for damages of \$29,493.01 the value of the vehicle plus continuing finance charges at the aforesaid rate of \$10.46 per diem plus costs.

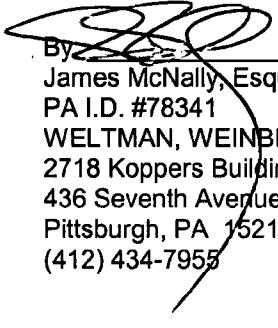
COUNT II

Kindly enter Judgment against the Defendants, Mark A. Lowmaster and Amy I. Lowmaster, above named, in the default of an Answer, in the amount of \$43,050.13 as follows:

Amount claimed in Complaint	\$41,878.61
Interest from 8/14/00 to 12/4/00 at the contract interest rate of \$10.46 per diem	\$1,171.52
TOTAL	\$43,050.13

I hereby certify that appropriate Notices of Default, as attached have been mailed in accordance with PA R.C.P. 237.1 on the dates indicated on the Notices.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By 
James McNally, Esquire
PA I.D. #78341
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#02001006

Plaintiff's address is: c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219

And that the last known address of the Defendants is: P.O. Box 71, McGees Mills Road, Troutbille, PA 15866

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

HARRIS SAVINGS BANK

Plaintiff

vs.

Civil Action No. 00-1283-CD

MARK A. LOWMASTER and
AMY I. LOWMASTER

Defendants

IMPORTANT NOTICE

TO: MARK A. LOWMASTER
PO BOX 71, McGEES MILLS ROAD
TROUTVILLE, PA 15866

Date of Notice: 11/14/00

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

LAWYER REFERRAL SERVICE
OFFICE OF THE COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 EXT. 32

WELTMAN, WEINBERG & REIS CO., L.P.A.

By _____
James McNally

WWR #02001006

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

HARRIS SAVINGS BANK

Plaintiff

vs.

Civil Action No. 00-1283-CD

MARK A. LOWMASTER and
AMY I. LOWMASTER

Defendants

IMPORTANT NOTICE

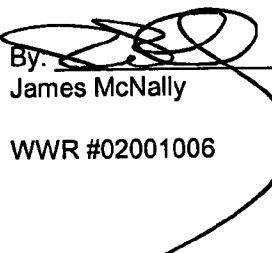
TO: AMY I. LOWMASTER
PO BOX 71, McGEE'S MILLS ROAD
TROUTVILLE, PA 15866

Date of Notice: 11/14/00

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

LAWYER REFERRAL SERVICE
OFFICE OF THE COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 EXT. 32

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 
James McNally
WWR #02001006

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that the parties against whom Judgment is to be entered according to the Praecipe attached are not members of the Armed Forces of the United States or any other military or non-military service covered by the Soldiers and Sailors Civil Relief Act of 1940. The undersigned further states that the information is true and correct to the best of the undersigned's knowledge and belief and upon information received from others.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 
James McNally, Esquire
PA I.D. #78341
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#02001006

FILED

DEC 8 2000
171353 Atty, Inc/Naugy P.O. 320-00
William A. Shaw
Prothonotary

Ylet to Doy.
Statement to Atty

1/20

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

State Farm Mutual Automobile Ins. Co.
Plaintiff(s)

No.: 2000-01283-CD

Real Debt: \$43,050.13

Atty's Comm:

Vs.

Costs: \$

Int. From:

✓2 12
Mark A. Lowmaster and Amy I. Lowmaster
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: December 8, 2000

Expires: December 8, 2005

Certified from the record this 8th day of December, 2000

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

COPY

HARRIS SAVINGS BANK

Plaintiff

vs.

Civil Action No. 00-1283-CD

MARK A. LOWMASTER and
AMY I. LOWMASTER

Defendants

NOTICE OF JUDGMENT OR ORDER

TO: Plaintiff
 Defendant
 Garnishee

You are hereby notified that the following
Order or Judgment was entered against
you on December 18, 2000

Assumpsit Judgment as to Count I for possession of the vehicle
more particularly identified as a 1996 Skyline Knollwood, Serial Number
1439-1892-IAB or in the alternative damages of \$29,493.01 the value of
the vehicle plus continuing finance charges at the aforesaid rate of \$10.46
per diem plus costs and Assumpsit Judgment in the amount of
\$43,050.13 on Count II plus costs.

Trespass Judgment in the amount
of \$ _____ plus costs.

If not satisfied within sixty (60)
days, your motor vehicle operator's license and/or registration will be
suspended by the Department of Transportation, Bureau of Traffic Safety,
Harrisburg, PA.

Entry of Judgment of
 Court Order
 Non-Pro
 Confession
 Default
 Verdict
 Arbitration
Award

Prothonotary

Amy I. Lowmaster
P.O. Box 71, McGees Mills Road
Troutville, PA 15866

By: (Signature)

PROTHONOTARY (OR DEPUTY)

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

Harris Savings Bank
Plaintiff(s)

Docket: 00-1283-CD

No.: 2000-01283-CD

Real Debt: \$43,050.13

Atty's Comm:

Vs. Costs: \$

Int. From:

Mark A. Lowmaster
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: December 8, 2000

Expires: December 8, 2005

Certified from the record this 8th of December, 2000

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

HARRIS SAVINGS BANK

Plaintiff No. 00-1283-CD

vs. PRAECIPE FOR WRIT OF POSSESSION

MARK A. LOWMASTER and
AMY I. LOWMASTER

Defendants

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

JAMES McNALLY
PA I.D. #78341
Weltman, Weinberg & Reis Co., L.P.A.
2601 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#02001006

FILED

FEB 20 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

HARRIS SAVINGS BANK

Plaintiff

vs.

Civil Action No. 00-1283-CD

MARK A. LOWMASTER and
AMY I. LOWMASTER

Defendants

PRAECIPE FOR WRIT OF POSSESSION

TO THE PROTHONOTARY:

Kindly issue a Writ of Possession in the above matter directed to the Sheriff of Clearfield County, PA...

1. To deliver possession of the vehicle more particularly identified as a 1996 Skyline Knollwood, Serial Number 1439-1892-IAB.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 
James McNally
PA I.D. #78341
Weltman, Weinberg & Reis Co., L.P.A.
2601 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#02001006

DATED: 2/9/01

FFA 27 2001
30:08-34
Anty pd.
30.00

William A. Sharpe Writs of Possession
Prothonotary to Sheriff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY PENNSYLVANIA
CIVIL ACTION

COPY

WRIT OF POSSESSION

Harris Savings Bank

Plaintiff(s)

Vs.

NO.: 2000-01283-CD

**Mark Allen Lowmaster
Amy Ilene Lowmaster**

Defendant(s)

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

To the Sheriff of Clearfield County:

(1) To satisfy the judgment for possession in the above matter you are directed to deliver possession of the following described property to: Plaintiff(s)

1996 Skyline Knollwood, Serial Number 1439-1892-IAB

(2) To satisfy the costs against Defendant(s) you are directed to levy upon the above listed property of Defendant(s) and sell his/their interests therein.

William A. Shaw, Prothonotary

Received writ this _____ day of

A.D. _____
at _____ a.m./p.m.

Sheriff

REQUESTING PARTY NAME: James McNally
ATTORNEY FILING: James McNally

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

Marris Savings Bank
Plaintiff(s)

Docket: 00-1283-CD

No.: 2000-01283-CD

Real Debt: \$43,050.13

Atty's Comm:

Vs.

Costs: \$

Mark A. Lowmaster
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: December 8, 2000

Expires: December 8, 2005

Certified from the record this 8th of December, 2000

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on 4/17/03, of defendant full satisfaction of this Judgment, Debt,
Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Lee Marsh
Plaintiff/Attorney

Waypoint Bank
formerly known as
Marris Savings Bank

FILED

OCT 31 2003

80
e/11:45 AM 2003

William A. Shaw
Prothonotary

FILED

OCT 31 2003

William A. Shaw
Prothonotary

**IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA**

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2000-01283-CD

Harris Savings Bank

Debt: \$43,050.00

Vs.

Atty's Comm.:

Mark Allen Lowmaster

Amy Ilene Lowmaster

Interest From:

Cost: \$7.00

NOW, Friday, October 31, 2003 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 31st day of October, A.D. 2003.

Prothonotary