

00-1563-CD
M & T BANK et al -vs- NORMA J. LEWIS

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

M & T BANK, Successor in interest
to ONBANK,

Plaintiff,

No. *00-1563-CD*

vs.

NORMA J. LEWIS,

Defendant,

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Lori A. Gibson, Esquire
PA I.D. #68013
THE BERNSTEIN LAW FIRM, P.C.
1133 Penn Avenue
Pittsburgh, PA 15222
(412) 456-8100

BERNSTEIN FILE NO. 80030300

FILED

DEC 18 2000

William A. Shaw
Prothonotary

**THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT
TO COLLECT A DEBT. ANY INFORMATION WILL BE USED FOR THAT
PURPOSE.**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

M & T BANK, Successor in interest
to ONBANK,

Plaintiff,

No.

vs.

NORMA J. LEWIS,

Defendant,

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 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.

LAWYER REFERRAL SERVICE
PA BAR ASSOCIATION
P.O. BOX 186
HARRISBURG, PA 17108
1-800-692-7375

**THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN
ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL
BE USED FOR THAT PURPOSE.**

COUNT I – REPLEVIN

1. Plaintiff, M & T Bank, is the successor in interest to OnBank and maintains offices located in Williamsville, NY 14221.
2. Defendant, NORMA J. LEWIS, is an adult individual with the last known address of RR3, Box 163, Clearfield, Clearfield County, Pennsylvania 16830.
3. Plaintiff is the holder of a Mobile Home Installment Contract (hereinafter the "Contract") and Security Agreement secured by a mobile home duly executed and delivered by Defendant and John Lewis, now deceased, in favor of Pine Valley Mobile Homes on or about May 21, 1991. 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, Defendant took possession of the mobile home more particularly identified in the Contract as a New 1991 Commodore Clipper Mobile Home, Serial Number CP21819A.
5. Pine Valley Mobile Homes, subsequently assigned its right, title and interest in said Installment Sale Contract and Security Agreement to Plaintiff.
6. Under the terms of the Contract, Defendant was to make one hundred - eighty (180) consecutive monthly payments of \$276.07 beginning July 5, 1991.

7. The total amount due to Plaintiff pursuant to the Contract was \$52,217.60.

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 part hereof.

9. Defendant is in default of the terms of the Contract because Defendant has failed to make the required monthly payments.

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

11. Defendant has made partial payment under the Contract leaving an unpaid balance in the amount of \$17,555.42 as of October 26, 2000.

12. Plaintiff avers that the Contract provides for interest at the rate of 12.25% per annum.

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

14. By virtue of Defendant's default, Plaintiff has an immediate right to possession of the mobile home covered by the Security Agreement the value of which is \$12,937.54, plus continuing interest at the aforesaid rate of 12.25% per annum.

15. Under the terms of the Contract, Defendant has undertaken to pay Plaintiff its reasonable attorneys' fees and costs of the retaking possession of the collateral.

WHEREFORE, Plaintiff prays for Judgment against Defendant, Norma J. Lewis, in Count I of this Complaint in Replevin, as follows:

- A. For possession of the mobile home, more particularly identified as a New 1991 Commodore Clipper Mobile Home, Serial Number CP21819A or, in the alternative for damages of \$12,937.54, the value of the vehicle plus continuing interest at the aforesaid rate of 12.25%, in the even that recovery of the vehicle 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

16. 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.

17. In the alternative to Count I, Plaintiff pleads an action in Contract as a result of the Defendant's default for the accelerated balance due under the Contract in the amount of \$17,555.42, plus appropriate additional interest at the rate of 12.25% per annum on the balance due from October 26, 2000 and costs.

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

19. Plaintiff avers that such attorneys' fees amount to \$500.00 to date and said fees continue to accrue.

20. Contemporaneously hereunder, Defendant has been advised of his 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 Defendant, Norma J. Lewis, in the amount of \$18,055.42, plus continuing interest at the aforesaid rate of 12.25% per annum from October 26, 2000, reasonable attorney's fees and expenses for retaking possession and costs.



Lori A. Gibson, Esquire
PA I.D. #68013
THE BERNSTEIN LAW FIRM, P.C.
1133 Penn Avenue
Pittsburgh, PA 15222
(412) 456-8100
BERNSTEIN FILE NO. 80030300

RETAIL INSTALMENT CONTRACT
Mobile Home

Meaning Of Some Words: In this Contract, the words "I," "me," "we" and "my" mean anyone signing this Contract as a Buyer. The words "you" and "your" mean the Seller or, after the Seller transfers its rights under this Contract, anyone having those rights.

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost me.	Amount Financed The amount of credit provided to me or on my behalf.	Total of Payments The amount I will have paid after I have made all scheduled payments.	Total Sale Price The total cost of my purchase on credit, including my downpayment of \$ 2525.00
12.25 %	\$ 27,007.60	\$ 22,685.00	\$ 49,692.60	\$ 52,217.60

My Payment Schedule will be:

No. of Payments	Amount of Payments	When Payments Are Due
180	\$ 276.07	Monthly, beginning JULY 5, 19 91
	\$	

Late Charge: If a payment is late, I will be charged _____ % of the payment for each month, or part of a month greater than 10 days, that it remains unpaid.

Assumption: Someone buying my home may not, under certain circumstances, be allowed to assume the remainder of this Contract on the original terms.

My Contract documents will have any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

Date: JULY 21, 19 91 Account No. 850-15-45303

In this Contract

you are

the Seller. PINE VALLEY MOBILE HOMES RD 1 BOX 16B Penfield PA 15849

Name _____ Address _____ Zip Code _____

We are

the Buyer(s), JOHN & NORMA LEWIS RD 3 BOX 163 CLEARFIELD PA 16830

Name(s) _____ Address _____ Zip Code _____

Description of Mobile Home: (See Insurance Requirements section)

N/U	Year and Make	Size	Serial Number
<input checked="" type="checkbox"/> New	1991 Commodore Clipper	14 x 80 x 29 1991	CP21819A
<input type="checkbox"/> Used			

Additional Equipment:

I have traded in

the following mobile home:

Year and Make	Series	Gross	Self Owning	Net Trade-In
---------------	--------	-------	-------------	--------------

Agreement: I (including the Buyer and Co-Buyer) purchase from you, the Seller, the above described mobile home ("Mobile Home") according to the terms and conditions set forth on the front and back of this Contract. I state that the Mobile Home has been delivered, that I have inspected it and that I have found it acceptable. Although this Contract may be signed below by more than one person, I understand that we are jointly and severally liable (either or any of us can be made to pay the full amount due).

Group Credit Insurance: If I want either Credit Life or Credit Accidental and Health Insurance, you can provide me with this coverage through an insurance company you select. I UNDERSTAND THAT THIS INSURANCE IS NOT REQUIRED.

I want Group Credit Life Insurance. The proposed charge is \$ _____. The insurance will be in effect for the term of this loan unless otherwise indicated here:

I want Group Credit Accidental and Health Insurance. The proposed charge is \$ _____. The insurance will be in effect for the term of this loan unless otherwise indicated here:

We want Group Credit Life Insurance. The proposed charge is \$ _____. The insurance will be in effect for the term of this loan unless otherwise indicated here:

Buyer To Be Insured _____ Date _____

Co-Buyer To Be Insured _____ (For Joint Life Only)

Group Insurance Carrier:

Max. Amt. of Insurance:

No Group Credit Insurance will be provided if the Buyer to be insured has not requested coverage by checking and signing a charge is shown above.

Other Charges:

Promise To Pay: I agree to pay you the Total Sale Price for the Mobile Home by making the Total Downpayment on or before the date of this Contract and paying you the Amount Financed, plus interest, in the number and amount of monthly payments shown in the Payment Schedule. Payments are due on or before the same day of each month as the first payment date. Payments must be made at any office of:

ONBANK

(the "Assignee")

Mobile Home Insurance: (See Insurance Requirements section on back) Insurance will be obtained and maintained on the Mobile Home, including fire, theft and casualty (and if transported on the highway, comprehensive and \$200 deductible collision insurance).

<input type="checkbox"/> Fire and Theft \$ <i>NA</i>	Comprehensive \$ <i>NA</i>
<input type="checkbox"/> Collision \$ <i>NA</i> deductible \$ <i>NA</i>	
<input type="checkbox"/> Other coverage (describe) _____	\$ <i>NA</i>

TOTAL \$ *NA* Term of Vehicle Insurance: _____ months of loan.

Agent _____

If a charge is made for Mobile Home Insurance, you are requested to pay premiums to the agent named above. If no charge is made, I guarantee that the required insurance coverage as set forth in the Insurance Requirements section was obtained from the agent named above. I SHALL CHOOSE THE AGENT FROM WHOM THE INSURANCE IS TO BE OBTAINED. You shall not be liable for securing insurance but only for financing the premium where indicated.

Liability insurance coverage for bodily injury and property damage is not included or provided for in this Contract.

Mobile Home (which, if installed hereafter, will constitute after-acquired property), including any insurance proceeds (money) resulting from the loss or damage to the Mobile Home. A security interest means that, if one of the events of default occurs (see Right to Demand Payment in Full section), you can take the Mobile Home and under certain circumstances sell it as is more fully explained in the Right to Demand Payment in Full and Right to Repossess sections on the back of this Contract.

If I transfer or sell the Mobile Home either in violation of this Contract or without the written consent of you, the proceeds of that sale or transfer shall also be Collateral for this obligation. I give you permission to file a financing statement (notice of your security interest) filed for public record) covering your security interest without my signature on it. I agree to keep the Mobile Home at the address set forth opposite my name unless I put a different address below. If the Mobile Home is to be permanently attached to real estate or it is bought primarily for use in farming operations, the address of the property and the record owner's name must be filled in below. I agree to notify you of any address change.

80 # 3 09 x 163 CLEARFIELD PA 16830
Address where Mobile Home will be kept

Name and record owner of real estate

If checked here, I give you a mortgage dated _____, 19 _____

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

10,639

911640068005549-003

CP21819A

VEHICLE IDENTIFICATION NUMBER

91 | COMMODORE

YEAR

44177203201 LE

TITLE NUMBER

MH

BODY TYPE

0

DUP

SEAT CAP

UNLADEN WEIGHT

GVWR

GCWR

TITLE BRANDS

6/27/91

6/27/91

DATE PA TITLED

DATE OF ISSUE

PRIOR TITLE STATE

6/27/91

000000

ODOM. PROCD. DATE

ODOM. MILES

4

ODOM. STATUS

ODOMETER STATUS
0 = ACTUAL MILEAGE
1 = MILEAGE EXCEEDS THE MECHANICAL LIMITS
2 = NOT THE ACTUAL MILEAGE
3 = NOT THE ACTUAL MILEAGE ODOMETER TAMPERING VERIFIED
4 = EXEMPT FROM ODOMETER DISCLOSURE

ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW

REGISTERED OWNER(S)

JOHN A & NORMA J LEWIS
RD 3 BOX 163
CLEARFIELD PA 16830

FIRST LIEN FAVOR OF

ONONDAGA SAVINGS BANK

SECOND LIEN FAVOR OF

FIRST LIEN RELEASED _____ DATE _____

SECOND LIEN RELEASED _____ DATE _____

BY _____

AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

070000
ONONDAGA SAVINGS BANK
101 S SALINA ST
SYRACUSE NY 13221

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

BY _____ AUTHORIZED REPRESENTATIVE

I certify as of the date of issue, the official records of the Pennsylvania Department of Transportation reflect that the person(s) or company named herein is the lawful owner of the said vehicle.

Secretary of Transportation

D. APPLICATION FOR TITLE AND LIEN INFORMATION -

SUBSCRIBED AND SWEARN
TO BEFORE ME:

MO DAY YEAR

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

When applying for title with a co-owner, other than your spouse, check one of these blocks. If no block is checked, title will be issued as "Tenants in Common".

A Joint Tenants with Right of Survivorship (on death of one owner, title goes to the surviving owner).

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

SIGNATURE OF PERSON ADMINISTERING OATH

LIEN DATE:

IF NO LIEN CHECK BOX

FIRST LIENHOLDER:

NAME

STREET

CITY

STATE

ZIP

LIEN DATE:

IF NO LIEN CHECK BOX

SECOND LIENHOLDER:

NAME

STREET

CITY

STATE

ZIP

The undersigned hereby makes application for Certificate of Title to the vehicle described above, subject to the encumbrances and other legal claims set forth here.

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

SIGNATURE OF CO-APPLICANT/TITLE OR AUTHORIZED SIGNER

STORE IN A SAFE PLACE — IF LOST APPLY FOR A DUPLICATE — ANY ALTERATION OR ERASURE VOIDS THIS TITLE

68460621
T29621

EXHIBIT 2

FAIR DEBT COLLECTION 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 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

**HP OfficeJet
Personal Printer/Fax/Copier**

**Fax Log Report for
BBKW PGH
412 456 8135
Dec-07-00 12:14 PM**

<u>Identification</u>	<u>Result</u>	<u>Pages</u>	<u>Type</u>	<u>Date</u>	<u>Time</u>	<u>Duration</u>	<u>Diagnostic</u>
917166304914	OK	11	Sent	Dec-07	12:08P	00:05:32	002486030022

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa. C.S.S4904 relating to unsworn falsification to authorities that she Peri Sarac-Filhan of M&T Bank, Plaintiff herein, that 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 her knowledge, information and belief.



Peri Sarac-Filhan
Bank Officer-Manager

(Sign in blue ink)

FILE

DEC 18 2000
9:30 AM
William A. Shaw
Prothonotary

Wilson Pd
\$80.00

ICC Sheriff

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10511

M&T BANK, successor in interest to ONBANK

00-1563-CD

VS.

LEWIS, NORMA J.

COMPLAINT IN REPLEVIN

SHERIFF RETURNS

NOW DECEMBER 21, 2000 AT 2:10 PM EST SERVED THE WITHIN COMPLAINT IN REPLEVIN ON NORMA J. LEWIS, DEFENDANT AT RESIDENCE, RR # 3, BOX 163, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JEFF LEWIS, SON A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN REPLEVIN AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: MORGILLO/COUDRIET

Return Costs

Cost Description

19.00 SHFF. HAWKINS PAID BY: ATTY.

10.00 SURCHARGE PAID BY: ATTY.

FILED

JAN 15 2001

01/05

William A. Shaw

So Answers, Prothonotary *Ex-05*

Sworn to Before Me This

15th Day Of January 2001
William A. Shaw

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

Chester A. Hawkins
by Marilyn Lamp

Chester A. Hawkins

Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

M & T BANK, Successor in interest
to ONBANK,

Plaintiff No. 00-1563-CD

vs. PRAECIPE FOR JUDGMENT

NORMA J. LEWIS,

Defendant FILED ON BEHALF OF
Plaintiff
COUNSEL OF RECORD OF
THIS PARTY:

LORI A. GIBSON, ESQUIRE
PA ID#68013
P. WILLIAM BERCIK, ESQUIRE
PA ID#59174
Bernstein Law Firm, P.C.
Firm #718
1133 Penn Avenue
Pittsburgh, PA 15222
412-456-8100

BERNSTEIN FILE NO. 80030300
DIRECT DIAL: (412) 456-8100

FILED

JAN 29 2001

William A. Shaw
Prothonotary

NOTICE

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

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

M & T BANK, Successor in
interest to ONBANK,

Plaintiff

vs.
NORMA J. LEWIS,

Civil Action No. 00-1563-CD

Defendant

PRAECIPE FOR JUDGMENT

To the Prothonotary:

Kindly enter Judgment against the defendant above named, in the default of an Answer, as follows:

COUNT I - REPLEVIN

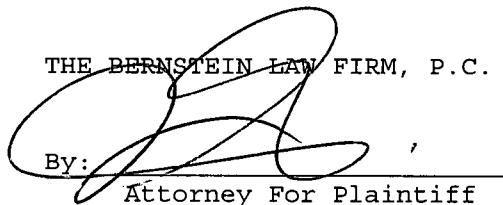
A. For possession of a New 1991 Commodore Clipper Mobile Home, Serial Number CP21819A, located at RR3 Box 163, Clearfield, PA 16830.

B. Expenses, including reasonable attorney's fees, associated with the repossession, which will amount to at least \$500.00.

COUNT II - BREACH OF CONTRACT

Amount claimed in Complaint	\$18,055.42
Interest at the rate of 12.25% from October 26, 2000 to January 31, 2001	\$ 571.51
<hr/> TOTAL	<hr/> \$18,626.93

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.

THE BERNSTEIN LAW FIRM, P.C.
By: 
Attorney For Plaintiff

Plaintiff: c/o The Bernstein Law Firm, P.C., 1133 Penn Ave., Pgh, PA 15222
Defendant: RR 3, Box 163, Clearfield, PA 16830-9195.

FILE COPY

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

M & T BANK, Successor in interest
to ONBANK,

Plaintiff

vs.

Civil Action No. 00-1563-CD

NORMA J. LEWIS,

Defendant

IMPORTANT NOTICE

TO: NORMA J. LEWIS
RR #3 BOX 163
CLEARFIELD, PA 16830

Date of Notice: JANUARY 16, 2000

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

Lawyer Referral Service
PA Bar Association
P.O. Box 186
Harrisburg, PA 17108
1-800-692-7375

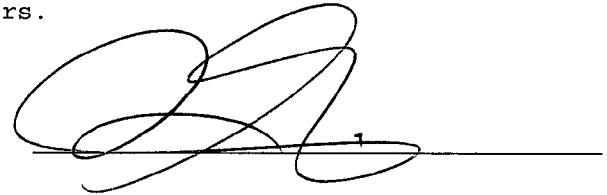
THE BERNSTEIN LAW FIRM, P.C.

BY: /s/ Lori A. Gibson, Esq.
Attorney for Plaintiff
1133 Penn Avenue
Pittsburgh, PA 15222
412-456-8100

THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT BY A DEBT COLLECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

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 undersign's knowledge and belief and upon information received from others.

A handwritten signature in black ink, appearing to read "John Doe", is written over a horizontal line. A small number "1" is located at the end of the line to the right of the signature.

FILED

Jun 29 2001 Wilson
O'Donnell & Shaw
Anna Shaw
Prothonotary

pr. \$ 20.00

Not to Dey
Statement to City
Footh

COPY

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

M & T BANK

Plaintiff

vs.

Civil Action No. 00-1563-CD

NORMA J. LEWIS

Defendant

NOTICE OF JUDGMENT OR ORDER

TO: () Plaintiff
 (xx) Defendant
 () Garnishee

Your are hereby notified that the
following Order or Judgment was
entered against you on January 29, 2001

(xx) Assumpsit Judgment in the amount
of \$18,626.93 plus costs.

Norma J. Lewis
RR #3 Box 163
Clearfield, PA 16830

() 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.

(xx) Entry of Judgment of
 () Court Order
 () Non-Pros
 () Confession
 (xx) Default
 () Verdict
 () Arbitration
 Award

Prothonotary

By: William L. Shaw
PROTHONOTARY (OR DEPUTY)

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

M & T Bank
OnBank
Plaintiff(s)

No.: 2000-01563-CD

Real Debt: \$18,626.93

Atty's Comm:

Vs.

Costs: \$

Int. From:

Norma J. Lewis
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 29, 2001

Expires: January 29, 2006

Certified from the record this 29th of January, 2001

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

M & T BANK, Successor
in interest to ONBANK,

Plaintiff No. 00-1563-CD

vs.

PRAECIPE FOR
WRIT OF POSSESSION

NORMA J. LEWIS,

Defendant FILED ON BEHALF OF
Plaintiff
COUNSEL OF RECORD OF
THIS PARTY:

LORI A. GIBSON, ESQUIRE
PA ID#68013
JON MCKECHNIE, ESQUIRE
PA ID#36268
Bernstein Law Firm, P.C.
Firm #718
1133 Penn Avenue
Pittsburgh, PA 15222
412-456-8100

BERNSTEIN FILE NO. 80030300
DIRECT DIAL: (412) 456-8100

NOTICE

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INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

FILED

MAR 13 2001

William A. Shaw
Prothonotary

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

M & T BANK, Successor
in interest to ONBANK,

Plaintiff

vs.

Civil Action No. 00-1563-CD

NORMA J. LEWIS,

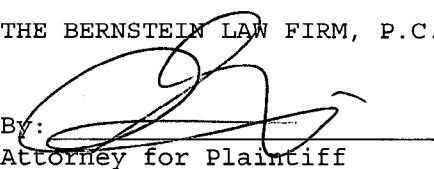
Defendant

PRAECIPE FOR WRIT OF POSSESSION

TO THE PROTHONOTARY:

Kindly issue Writ of Possession in the above matter for the property, more particularly identified as a New 1991 Commodore Clipper Mobile Homes, Serial No. CP21819A, located at RR3 Box 163, Clearfield, PA 16830.

THE BERNSTEIN LAW FIRM, P.C.

By: 
Attorney for Plaintiff
1133 Penn Avenue
Pittsburgh, PA 15222
(412) 456-8100

BERNSTEIN FILE NO. 80030300

FILED

(2) 3/13/01

MAR 13 2001
M 19:39/cathy Gibson pd \$20.00
William A. Shaw
Prothonotary
(2) Writ to Sheriff

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

COPY

WRIT OF POSSESSION

**M & T Bank, Successor in Interest to
OnBank**

Plaintiff(s)

Vs.

NO.: 2000-01563-CD

Norma J. Lewis

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)

New 1991 Commodore Clipper Mobile Home, Serial No. CP21819A,
located at RR 3, Box 163, Clearfield, PA 16830.

(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: Lori A. Gibson, Esquire
ATTORNEY FILING: Lori A. Gibson, Esquire

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10810

M & T BANK., Successor in interest to ONBANK

00-1563-CD

v.s.

LEWIS, NORMA J. 00-1563-CD

WRIT OF POSSESSION

SHERIFF RETURNS

**NOW, MARCH 19, 2001, AT 10:30 AM O'CLOCK SERVED WRIT OF POSSESSION ON
NORMA J. LEWIS, DEFENDANT, AT HER PLACE OF RESIDENCE, RR #3, BOX 163,
CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, 16830, BY HANDING TO
NORMA J. LEWIS, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL
WRIT OF POSSESSION AND MADE KNOWN TO HER THE CONTENTS THEREOF.**

NOW, DECMEBER 12, 2001, BILLED ATTORNEY FOR ADDITIONAL COSTS.

**NOW, JANUARY 16, 2002, RECEIVED ATTORNEY CHECK #024534 IN THE
AMOUNT OF EIGHT DOLLARS AND FORTY-THREE CENTS (\$8.43) FOR COSTS
DUE.**

**NOW, MARCH 15, 2002, RETURN WRIT AS BEING SERVED, PAID COSTS FROM
ADVANCE WITH ATTORNEY PAYING REMAINING COSTS.**

**SHERIFF HAWKINS \$83.43
SURCHARGE \$20.00
PAID BY ATTORNEY**

FILED

MAR 15 2002

*0/3:45/mw
B
William A. Shaw
Prothonotary*

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10810

M & BANK., Successor in interest to ONBANK

00-1563-CD

VS.

LEWIS, NORMA J. 00-1563-CD

WRIT OF POSSESSION

SHERIFF RETURNS

Sworn to Before Me This

So Answers,

15 Day Of March 2002
Chester A. Hawkins

Chester Hawkins
by *Maryann H. Butt*
Chester A. Hawkins
Sheriff

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

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

NATIONAL PENN BANK,)
Plaintiff) No. 2001-1132-CD
vs.)
)
SHARON A. SANKO,) REPLEVIN ACTION
Defendant)

WRIT OF POSSESSION

Commonwealth of Pennsylvania:)
)
County of Clearfield)

To the Sheriff of Clearfield County:

To satisfy the Judgment for Possession in the above matter, you are directed to deliver possession of the following described property to National Penn Bank:

1995 Skyline Mobile Home, Serial Number 30392020H and located at
28 Country Place Mobile Home Park, Dubois, PA 15801.


Prothonotary/Clerk, Civil Div.
WILLIAM A. SHAW
by: _____
Deputy, My Commission Expires
1st Monday in Jan. 2002
Clearfield Co. Clearfield, PA.

Seal of the Court

Dec. 3, 2001
Date

LAW OFFICES
SA HIXON & REILLY P.C.
WINDSOR PLAZA, SUITE 101
7535 WINDSOR DRIVE
LENTOWN, PA 18195-1014
(610) 530-7500

By: Thomas E. Reilly, Jr.
Attorney for Plaintiff
One Windsor Plaza, Suite 101
7535 Windsor Drive
Allentown, PA 18195-1014

*12-3-0
3-3-0
1-0-0*

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11846

NATIONAL PENN BANK

01-1132-CD

VS.

SANKO, SHARON A.

WRIT OF POSSESSION

SHERIFF RETURNS

**NOW, DECEMBER 19, 2001, AT 3:17 PM O'CLOCK SERVED WRIT OF POSSESSION
ON SHARON A. SANKO, DEFENDANT, AT ROUTE 322 AT THE THUNDERBIRD
RESTARURANT, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, 15801, BY
HANDING TO SHARON A. SANKO, DEFENDANT, A TRUE AND ATTESTED COPY
OF THE ORIGINAL WRIT OF POSSESSION AND MADE KNOWN TO HER THE
CONTENTS THEREOF.**

NOW, DECEMBER 21, 2001, RECEIVED A FAX THAT ACTION IS TO BE CANCELLED.

**NOW, MARCH 15, 2002, RETURN WRIT AS BEING SERVED, PLAINTIFF CANCELLED
ALL ACTIONS FOR POSSESSION, PAID COSTS FROM ADVANCE AND MADE
REFUND OF UNUSED ADVANCE TO ATTORNEY.**

**SHERIFF HAWKINS \$42.70
SURCHARGE \$10.00
PAID BY ATTORNEY**

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11846

NATIONAL PENN BANK

01-1132-CD

VS.

SANKO, SHARON A.

WRIT OF POSSESSION

SHERIFF RETURNS

Sworn to Before Me This

So Answers,

 Day Of 2002

Chester Hawkins
by Maryann H. Pitt
Chester A. Hawkins
Sheriff

PIOSA HIXSON & REILLY

ATTORNEYS AT LAW

MICHAEL J. PIOSA
BOYD G. HIXSON
THOMAS E. REILLY, JR.
THOMAS A. CAPEHART

ONE WINDSOR PLAZA, SUITE 101
7535 WINDSOR DRIVE
ALLENTOWN, PENNSYLVANIA 18195-1014

TEL: (610) 530-7500
FAX: (610) 530-8190

December 21, 2001

12-21-01

Via facsimile: 814-765-5915
Office of the Sheriff – ATTN: Marilyn
Clearfield County Courthouse
203 East Market Street
Clearfield, PA 16830

Re: National Penn Bank vs. Sharon A. Sanko
Replevin Action No. 2001-1132-CD

Dear Sir/Madam:

Please accept this letter as a formal request to cancel any further action with regard to the writ of possession of the above property. The defendant has paid the delinquent payments as requested by the bank in order to stop the possession from taking place.

As such, please hold on any further action with regard to the writ of possession until further notification from this office.

If you have any questions concerning this matter, please feel free to contact me.

COPY

Very truly yours,

Thomas E. Reilly, Jr.
Thomas E. Reilly, Jr.

jlk

Enclosures

cc: Kay Oswald – NPB (Via Facsimile)

Corres/Clearfield/Sheriff.CancelPossession

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

WRIT OF POSSESSION

**M & T Bank, Successor in Interest to
OnBank**

Plaintiff(s)

Vs.

NO.: 2000-01563-CD

Norma J. Lewis

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)

New 1991 Commodore Clipper Mobile Home, Serial No. CP21819A,
located at RR 3, Box 163, Clearfield, PA 16830.

(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 13th day of
March A.D. 2001
at 9:52 a.m./p.m.
Chester A. Daniels
Sheriff by Maryann H. Dutt

REQUESTING PARTY NAME: Lori A. Gibson, Esquire
ATTORNEY FILING: Lori A. Gibson, Esquire