

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. **00-1543-CD**

vs.

COMPLAINT IN REPLEVIN

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.

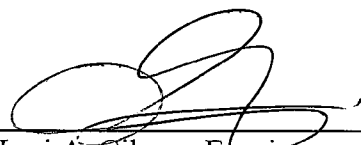
17. In the alternative to Count I, Plaintiff pleads an action in Contract as a result of the Defendant's default for the accelerated balance due under the Contract in the amount of \$17,555.42, plus appropriate additional interest at the rate of 12.25% per annum on the balance due from October 26, 2000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



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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 INSTALLMENT 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.

<b>ANNUAL PERCENTAGE RATE</b> The cost of my credit as a yearly rate.	<b>FINANCE CHARGE</b> The dollar amount the credit will cost me.	<b>Amount Financed</b> The amount of credit provided to me or on my behalf.	<b>Total of Payments</b> The amount I will have paid after I have made all scheduled payments.	<b>Total Sale Price</b> 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: \_\_\_\_\_ e means estimate

No. of Payments	Amount of Payments	When Payments Are Due
180	\$276.07	Monthly, beginning JULY 5, 1991

Late Charge: If a payment is late, I will be charged 5% 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 ☒ 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, 1991 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

This Contract is between Seller and Buyer. All disclosures have been made by Seller. Seller intends to assign this Contract to the Assignee named below.

We are

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

Name(s)

Address

Zip Code

If there is more than one Buyer, each of us will be obligated, separately and together, for all sums due you and the performance of all agreements as provided in this Contract.

Description of Mobile Home: (See Insurance Requirements section)

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

Additional Equipment:

I have traded in

the following mobile home:

Year and Make

Series

Gross

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 Accident 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 Accident 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 and 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).

☐ Fire and Theft \$ NA Comprehensive \$ NA

☐ Collision \$ NA deductible \$ NA

☐ Other coverages (describe) \$ NA

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.

RD # 3 BOX 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\_\_\_\_

Address where property located at \_\_\_\_\_



THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

COMMONWEALTH OF PENNSYLVANIA									
DEPARTMENT OF TRANSPORTATION									
CERTIFICATE OF TITLE FOR A VEHICLE									
10,639									
911640068005549-003									
CP21819A		91		COMMODORE		44177203201 LE			
VEHICLE IDENTIFICATION NUMBER		YEAR		MAKE OF VEHICLE		TITLE NUMBER			
MH	0	DUP	SEAT CAP	UNLADEN WEIGHT	GVWR	GCWR	TITLE BRANDS		
6/27/91	6/27/91				6/27/91	000000	4		
DATE PA TITLED	DATE OF ISSUE			PRIOR TITLE STATE	ODOM. PROC. DATE	ODOM. MILES	ODOM. STATUS		
<div>ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW</div> <div>REGISTERED OWNER(S)</div> <div>JOHN A &amp; NORMA J LEWIS</div> <div>RD 3 BOX 163</div> <div>CLEARFIELD PA 16830</div> <div>FIRST LIEN FAVOR OF: ONONDAGA SAVINGS BANK</div> <div>SECOND LIEN FAVOR OF:</div> <div>FIRST LIEN RELEASED _____ DATE _____</div> <div>BY _____ AUTHORIZED REPRESENTATIVE _____</div> <div>MAILING ADDRESS</div> <div>070000</div> <div>ONONDAGA SAVINGS BANK</div> <div>101 S SALINA ST</div> <div>SYRACUSE NY 13221</div> <div>SECOND LIEN RELEASED _____ DATE _____</div> <div>BY _____ AUTHORIZED REPRESENTATIVE _____</div> <div>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.</div> <div>ODOMETER STATUS</div> <div>0 = ACTUAL MILEAGE</div> <div>1 = MILEAGE EXCEEDS THE MECHANICAL LIMITS</div> <div>2 = NOT THE ACTUAL MILEAGE</div> <div>3 = NOT THE ACTUAL MILEAGE ODOMETER TAMPERING VERIFIED</div> <div>4 = EXEMPT FROM ODOMETER DISCLOSURE</div> <div>TITLE BRANDS</div> <div>A = ANTIQUE VEHICLE</div> <div>C = CLASSIC VEHICLE</div> <div>F = OUT OF COUNTRY</div> <div>G = ORIGINALLY MFGD. FOR NON-U.S. DISTRIBUTION</div> <div>H = AGRICULTURAL VEHICLE</div> <div>L = LOGGING VEHICLE</div> <div>P = FORMERLY A POLICE VEHICLE</div> <div>R = RECONSTRUCTED</div> <div>S = STREET ROD</div> <div>V = VEHICLE CONTAINS REISSUED VIN</div> <div>X = FORMERLY A TAXI</div> <div>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.</div> <div>Secretary of Transportation</div> <div>D. APPLICATION FOR TITLE AND LIEN INFORMATION -</div> <div>TO BE COMPLETED BY PURCHASER WHEN VEHICLE IS SOLD AND THE APPROPRIATE SECTIONS ON THE REVERSE SIDE OF THIS DOCUMENT ARE COMPLETED.</div> <div>SUBSCRIBED AND SWORN TO BEFORE ME:</div> <div>MO DAY YEAR</div> <div>SIGNATURE OF PERSON ADMINISTERING OATH</div> <div>SIGN IN PRESENCE OF A NOTARY</div> <div>SEAL</div> <div>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.</div> <div>SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER</div> <div>SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORIZED SIGNER</div> <div>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".</div> <div>A <input type="checkbox"/> Joint Tenants with Right of Survivorship (on death of one owner, title goes to the surviving owner).</div> <div>B <input type="checkbox"/> Tenants in Common (on death of one owner, interest of deceased owner goes to his or her heirs or estate).</div> <div>LIEN DATE:</div> <div>IF NO LIEN CHECK BOX <input type="checkbox"/></div> <div>FIRST LIENHOLDER:</div> <div>NAME</div> <div>STREET</div> <div>CITY</div> <div>STATE</div> <div>ZIP</div> <div>LIEN DATE:</div> <div>IF NO LIEN CHECK BOX <input type="checkbox"/></div> <div>SECOND LIENHOLDER:</div> <div>NAME</div> <div>STREET</div> <div>CITY</div> <div>STATE</div> <div>ZIP</div> <div>STORE IN A SAFE PLACE - IF LOST APPLY FOR A DUPLICATE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE</div>									

EXHIBIT .2

68460621

### 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.

HP OfficeJet  
Personal Printer/Fax/Copier

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

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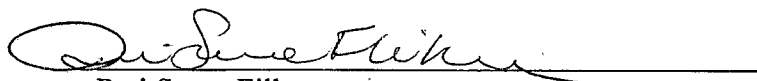
<u>Identification</u>	<u>Result</u>	<u>Pages</u>	<u>Type</u>	<u>Date</u>	<u>Time</u>	<u>Duration</u>	<u>Diagnostic</u>
917166304914	OK	11	Sent	Dec-07	12:08P	00:05:32	002486030022

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## VERIFICATION

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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.

A handwritten signature in blue ink, appearing to read "Peri Sarac-Filhan", is written over a horizontal line.

Peri Sarac-Filhan  
Bank Officer-Manager

(Sign in blue ink)

FILED

*[Signature]*

DEC 18 2000

William A. Shaw  
Prothonotary

DEC 18 2000

*Adrian P*

\$80.00

*McC Sherry*

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10511

M&T BANK, successor in interest t 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

0110:05

William A. Shaw

So Answers, Prothonotary *Shaw*

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 Hamp*  
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.

Civil Action No. 00-1563-CD

NORMA J. LEWIS,

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
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

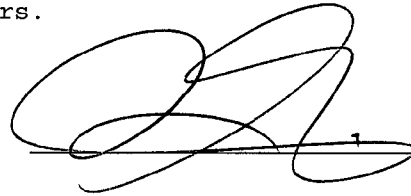
THE BERNSTEIN LAW FIRM, P.C.

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, consisting of a large, stylized 'R' followed by a horizontal line and a small flourish at the end.



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 09, 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

COPY

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

vs.

NORMA J. LEWIS,

Defendant

No. 00-1563-CD

PRAECIPE FOR  
WRIT OF POSSESSION

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

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.

**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,

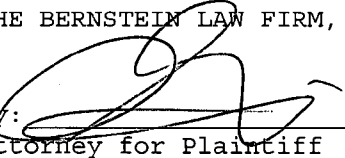
Defendant

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

12  
6/2

MAR 13 2001  
7/9/39/ath Gibson pd \$20.00  
William A. Shaw  
Prothonotary  
(a) 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

VS.

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

*W.A. Shaw*  
0/3:45/45  
William A. Shaw  
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10810

M & B 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

  
by Margaret H. Putt  
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

vs.

SHARON A. SANKO,  
Defendant

No. 2001-1132-CD

REPLEVIN ACTION

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.

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

Seal of the Court

Dec. 3, 2001  
Date

LAW OFFICES  
SA HIXSON & REILLY P.C.  
WINDSOR PLAZA, SUITE 101  
7535 WINDSOR DRIVE  
ALLENTOWN, 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

12-3-01  
3:31 pm

**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

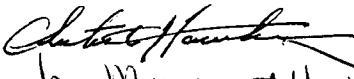
**SHERIFF RETURNS**

---

Sworn to Before Me This

So Answers,

\_\_\_\_\_ Day Of \_\_\_\_\_ 2002

  
by Margaret H. Pratt  
Chester A. Hawkins  
Sheriff

**PIOSA HIXSON & REILLY**

ATTORNEYS AT LAW

MICHAEL J. POSA  
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.

jjk  
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)**

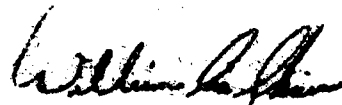
COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

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 13<sup>th</sup> day of  
March A.D. 2001  
at 9:52 a.m./p.m.  
Chester A. Sandberg  
Sheriff by Margaret H. Putt

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