

01-21-CD
NBOC BANK -vs- ROBERT W. EVANS

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

NBOC BANK, : NO. 01-21 - C.D.
: Plaintiff : TYPE OF CASE: REPLEVIN
VS. : : TYPE OF PLEADING: COMPLAINT
ROBERT W. EVANS, : : FILED ON BEHALF OF: PLAINTIFF
: Defendant : COUNSEL OF RECORD:
: : CHRISTOPHER E. MOHNEY, ESQUIRE
: : SUPREME COURT NO.: 63494
: : BLAKLEY, JONES & MOHNEY
: : 90 BEAVER DRIVE, BOX 6
: : DU BOIS, PA 15801
: : (814) 371-2730

FILED

JAN 04 2001

William A. Shaw
Prothonotary

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

NBOC BANK,	:	NO. 00 -	- C.D.
	:		
Plaintiff	:		
	:		
VS.	:		
	:		
ROBERT W. EVANS,	:		
	:		
Defendant	:		

NOTICE

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 CLAIM SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO, THE CASE MAY PROCEED 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.

DAVID MEHOLICK, COURT ADMINISTRATOR
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

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

NBOC BANK, : NO. 00 - - C.D.
: Plaintiff :
: VS. :
: ROBERT W. EVANS, :
: Defendant :
:

COMPLAINT

AND NOW, comes the Plaintiff, **NBOC BANK**, who files the following Complaint in
Replevin and in support thereof, the following is averred:

1. Plaintiff **NBOC BANK** is a Pennsylvania banking corporation, with a place of business
at P.O. Box 400, Philadelphia Street, Indiana, Indiana County, Pennsylvania 15701.
2. Defendant **ROBERT W. EVANS** is an adult individual with a last known address at R.D.
2, Box 48, Curwensville, Clearfield County, Pennsylvania 16833.
3. On April 28, 1999, Defendant **ROBERT W. EVANS** entered into a Promissory Note and
Consumer Security Agreement with Plaintiff, which Note was secured by a 1990 Harley Davidson
Motorcycle, Vehicle Identification Number 1HD1BLL16LY016664. A copy of the Promissory Note
and Consumer Security Agreement are attached hereto as Exhibits "A" and "B", respectively, and
made a part hereof.

4. Attached hereto as Exhibit "C" is copy of Certificate of Title for a vehicle indicating first lien in favor of **NBOC BANK** on the aforementioned security.

5. Defendant **ROBERT W. EVANS** is in default under the terms of the Promissory Note in that he has not made the required monthly payments required under its term due on February 29, 2000 and thereafter.

6. In the event of a default in payment, under the terms of the Consumer Security Agreement attached hereto as Exhibit "B", Plaintiff is entitled to require delivery of the 1990 Harley Davidson Motorcycle to them, or in the alternative, to peaceably repossess the motorcycle if there is a refusal to deliver the motorcycle to them.

7. In the event of a default in payment, under the terms of Exhibit "A" attached hereto, the Plaintiff is entitled to declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due.

8. Plaintiff has performed and complied with all of the conditions required of it under Exhibits "A" and "B" attached hereto.

9. By reason of the foregoing, Plaintiff is entitled to immediate possession of the 1990 Harley Davidson Motorcycle, Vehicle Identification Number 1HD1BLL16LY016664.

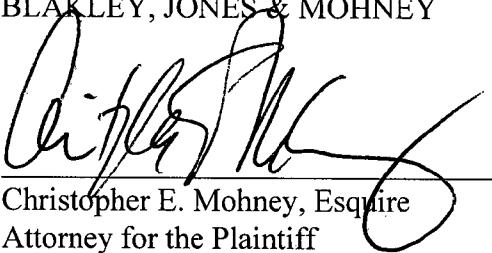
10. The present retail value of the 1990 Harley Davidson Motorcycle, Vehicle Identification Number 1HD1BLL16LY016664, is approximately \$10,500.00, which value will depreciate daily as a result of which Plaintiff's interest in the vehicle will be adversely affected by the continued possession and use of the Defendant.

WHEREFORE, Plaintiff demands judgment for possession of the 1990 Harley Davidson
Motorcycle, Vehicle Identification Number 1HD1BLL16LY016664.

Respectfully submitted,

BLAKLEY, JONES & MOHNEY

BY:

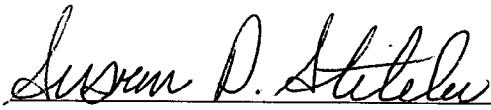

Christopher E. Mohney, Esquire
Attorney for the Plaintiff
90 Beaver Drive, Box 6
Du Bois, PA 15801
(814) 371-2730

VERIFICATION

I, **SUSAN D. STITELER**, Assistant Vice President of **NBOC BANK**, being duly authorized to make this verification, have read the foregoing Complaint. The statements therein are correct to the best of my personal knowledge or information and belief.

This statement and verification is made subject to the penalties of 18 Pa. C. S. Section 4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments I may be subject to criminal penalties.

NBOC BANK



By: Susan D. Stiteler, Assistant Vice President

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No.	Call	Collateral	Account	Officer	Initials
\$10,346.58	04-28-1999	04-30-2003	30016005274				RJK	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Borrower: Robert W Evans (SSN: 206-64-4014)
RR 2 Box 48
Curwensville, PA 16833

Lender: NBOC BANK, a division of First Commonwealth Bank
Clearfield Mall Office
1800 Daisy St
Clearfield, PA 16830

Principal Amount: \$10,346.58

Interest Rate: 12.750%

Date of Note: April 28, 1999
Maturity Date: April 30, 2003

PROMISE TO PAY. I promise to pay to NBOC BANK, a division of First Commonwealth Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Ten Thousand Three Hundred Forty Six & 58/100 Dollars (\$10,346.58), together with interest at the rate of 12.750% per annum on the unpaid principal balance from April 28, 1999, until paid in full.

PAYMENT. I will pay this loan in 48 payments of \$276.52 each payment. My first payment is due May 30, 1999, and all subsequent payments are due on the same day of each month after that. My final payment will be due on April 30, 2003, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the annual interest rate over the number of days in a year (366 during leap years), multiplied by the outstanding principal balance, as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

PREPAYMENT. I agree that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, I may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve me of my obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due and may result in me making fewer payments. If I prepay this loan in full, I will receive a rebate of any unearned insurance premiums.

LATE CHARGE. If a payment is 16 days or more late, I will be charged 5.000% of the regularly scheduled payment or \$5.00, whichever is greater.

DEFAULT. I will be in default if any of the following happens: (a) I fail to make any payment when due. (b) I break any promise I have made to Lender, or I fail to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Note or any agreement related to this Note, or in any other agreement or loan I have with Lender. (c) Any representation or statement made or furnished to Lender by me or appointed for any part of my property, I make an assignment for the benefit of creditors, or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws. However, my death will not be an event of default if as a result of the death the indebtedness is fully covered by credit life insurance. (e) Any creditor tries to take any of my property on or in which Lender has a lien or security interest. This includes a garnishment of any of my accounts with Lender. (f) Any of the events described in this default section occurs with respect to any guarantor of this Note. (g) Lender in good faith deems itself insecure.

LENDER'S RIGHTS. Upon default, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then I will pay that amount. Lender may hire or pay someone else to help collect this Note if I do not pay. I also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, I also will pay any court costs, in addition to all other sums provided by law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the existing interest rate provided for in this Note. This Note has been delivered to Lender and accepted by Lender in County, the Commonwealth of Pennsylvania. If there is a lawsuit, I agree upon Lender's request to submit to the jurisdiction of the courts of Clearfield County, the Commonwealth of Pennsylvania. Subject to the provisions on arbitration, this Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

RIGHT OF SETOFF. I grant to Lender a contractual security interest in, and hereby assign, convey, deliver, pledge, and transfer to Lender all my right, title and interest in and to, my accounts with Lender (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts I may open in the future, excluding however all IRA and Keogh accounts, and all trust accounts for which the grant of a security interest would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on this Note against any and all such accounts.

COLLATERAL This Note is _____

ILDIAC

(FWD)

ACCOUNT NUMBER 0160030016005274
TYPE 003 DIRECT SIMPLE FIXED
LEGAL STATUS NO LEGAL STAT
DATE LAST MAINTENANCE 10/25/00
CONTRACT DATE 04/28/99
MATURITY DATE 05/30/03
REMAINING TERM 32
INTEREST TYPE SIMPLE
INTEREST RATE CODE FIXED
ACCRAUL BASIS 366/366
BALANCE BASIS ACTUAL
INTEREST DUE OPT EFFECTIVE DATE
DEALER NUMBER DIRECT
ENDORSER RE COURSE
NUMBER ENDORSERS NONE
COLLATERAL CODE U
SUBSIDIZED LOAN NO
APR 12.9519
INTEREST RATE 12.7500

INSTALLMENT LOAN
DISPLAY ACCOUNT

ROBERT W EVANS

BRANCH 0016 OFFICER RJK STATUS ACTIVE
1990 HARLEY DAVIDSON #1HD1BLL16LY016664
ACCRAUED THROUGH DATE 12/20/00
CURRENT BALANCE 7,495.31
UNADVANCED AMOUNT .00
BACKDATE LIMIT DATE 09/20/00
DATE LAST PAYMENT 10/30/00
NEXT DUE DATE 10/30/00
TOTAL DUE AMT 553.04
PARTIAL PAID AMOUNT .00
PAYMENTS-NBR/PAID 48 14
EXTENSION-TOTAL/LAST 1 03/02/00
DATE LAST TRANSACTION 12/15/00
NBR TIMES REWRITTEN 0
TICKLERS ON FILE NO
DAYS LATE 51
LATE FEES DUE 10.00

***** TIMES LATE *****
005 030 060 090
11 10 8 6

BANK 0001

JA

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW
NO. 00 - - C.D.

NBOC BANK,

vs.

Plaintiff

ROBERT W. EVANS,

Defendant

COMPLAINT

FILED

jan 04 2001
10/04/01 Atty Mohney
William A. Shaw
Prothonotary

JCC Atty
80.00

LAW OFFICES

BLAKLEY, JONES & MOHNEY

90 BEAVER DRIVE - BOX 6
DUBOIS, PA 15801

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

NBOC BANK, : NO. 01-271-C.D.
Plaintiff : TYPE OF CASE: REPLEVIN
VS. : TYPE OF PLEADING: MOTION FOR
ROBERT W. EVANS, : SEIZURE OF PROPERTY
Defendant : FILED ON BEHALF OF: PLAINTIFF
: COUNSEL OF RECORD:
: CHRISTOPHER E. MOHNEY, ESQUIRE
: SUPREME COURT NO.: 63494
: BLAKLEY, JONES & MOHNEY
: 90 BEAVER DRIVE, BOX 6
: DU BOIS, PA 15801
: (814) 371-2730

FILED

JAN 04 2001

William A. Shaw
Prothonotary

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

NBOC BANK, : NO. 00 - - C.D.
Plaintiff :
VS. :
ROBERT W. EVANS, :
Defendant :
:

RULE TO SHOW CAUSE

AND NOW, this 5th day of January, 2000, upon consideration of the foregoing Motion of Plaintiff for Writ of Seizure, it is

ORDERED that a Rule is issued upon the Defendant, **ROBERT W. EVANS**, to show cause why a Writ of Seizure should not be issued against him for the 1990 Harley Davidson Motorcycle, Vehicle Identification Number 1HD1BLL16LY016664.

RULE RETURNABLE and Hearing to be held thereon on Feb. 15, 2000, at 2:00 o'clock a.m./p.m. at Courtroom No. 1, Clearfield, Pennsylvania.

BY THE COURT:

FILED

JAN 08 2001

William A. Shaw
Prothonotary

FILED

JAN 08 2001
12:35 PM
William A. Shaw
Prothonotary
Icc attorney
Mohney

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

NBOC BANK, : NO. 00 - - C.D.
: Plaintiff :
: VS. :
: ROBERT W. EVANS, :
: Defendant :

MOTION FOR SEIZURE OF PROPERTY

AND NOW, comes the Plaintiff, **NBOC BANK**, by and through its attorneys, **BLAKLEY, JONES & MOHNEY**, who files the following Motion for Seizure of Property and in support thereof, the following is averred:

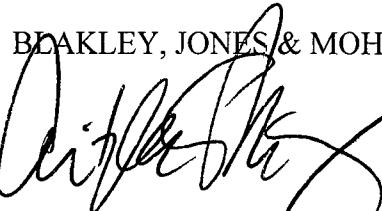
1. Plaintiff has commenced this action in replevin by filing a Complaint, a copy of which is attached to this Motion.
2. The property to which Plaintiff desires to obtain possession is a 1990 Harley Davidson Motorcycle, Vehicle Identification Number 1HD1BLL16LY016664, which has a present retail value of \$10,500.00.
3. The debt for which the motorcycle was pledged has a present balance due and owing the Plaintiff of \$9,145.00.
4. The value of the motorcycle and Plaintiff's interest in the motorcycle will be adversely affected by the continued possession and use of the property by the Defendant as it will continue to depreciate in value.
5. Plaintiff is fearful that the Defendant will conceal, dispose and/or waste the property.

WHEREFORE, Plaintiff requests the Court issue a Rule to Show Cause against the Defendant as to why a Writ of Seizure should not be issued giving Plaintiff possession of the motorcycle.

Respectfully submitted,

BLAKLEY, JONES & MOHNEY

BY:


Christopher E. Mohney, Esquire
Attorney for the Plaintiff
90 Beaver Drive, Box 6
Du Bois, PA 15801
(814) 371-2730

Date: _____

VERIFICATION

I, **SUSAN D. STITELER**, Assistant Vice President of **NBOC BANK**, being duly authorized to make this verification, have read the foregoing Motion for Seizure of Property. The statements therein are correct to the best of my personal knowledge or information and belief.

This statement and verification is made subject to the penalties of 18 Pa. C. S. Section 4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments I may be subject to criminal penalties.

NBOC BANK



Susan D. Stiteler
By: Susan D. Stiteler, Assistant Vice President

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

NBOC BANK, : NO. 00 - - C.D.
Plaintiff : TYPE OF CASE: REPLEVIN
VS. : TYPE OF PLEADING: COMPLAINT
ROBERT W. EVANS, : FILED ON BEHALF OF: PLAINTIFF
Defendant : COUNSEL OF RECORD:
: CHRISTOPHER E. MOHNEY, ESQUIRE
: SUPREME COURT NO.: 63494
: BLAKLEY, JONES & MOHNEY
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

NBOC BANK, : NO. 00 - - C.D.
: Plaintiff :
: VS. :
: ROBERT W. EVANS, :
: Defendant :
:

NOTICE

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DAVID MEHOLICK, COURT ADMINISTRATOR
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Clearfield, PA 16830
(814) 765-2641

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

NBOC BANK, : NO. 00 - - C.D.
: Plaintiff :
: VS. :
: ROBERT W. EVANS, :
: Defendant :
:

COMPLAINT

AND NOW, comes the Plaintiff, **NBOC BANK**, who files the following Complaint in
Replevin and in support thereof, the following is averred:

1. Plaintiff **NBOC BANK** is a Pennsylvania banking corporation, with a place of business
at P.O. Box 400, Philadelphia Street, Indiana, Indiana County, Pennsylvania 15701.
2. Defendant **ROBERT W. EVANS** is an adult individual with a last known address at R.D.
2, Box 48, Curwensville, Clearfield County, Pennsylvania 16833.
3. On April 28, 1999, Defendant **ROBERT W. EVANS** entered into a Promissory Note and
Consumer Security Agreement with Plaintiff, which Note was secured by a 1990 Harley Davidson
Motorcycle, Vehicle Identification Number 1HD1BLL16LY016664. A copy of the Promissory Note
and Consumer Security Agreement are attached hereto as Exhibits "A" and "B", respectively, and
made a part hereof.

4. Attached hereto as Exhibit "C" is copy of Certificate of Title for a vehicle indicating first lien in favor of **NBOC BANK** on the aforementioned security.

5. Defendant **ROBERT W. EVANS** is in default under the terms of the Promissory Note in that he has not made the required monthly payments required under its term due on February 29, 2000 and thereafter.

6. In the event of a default in payment, under the terms of the Consumer Security Agreement attached hereto as Exhibit "B", Plaintiff is entitled to require delivery of the 1990 Harley Davidson Motorcycle to them, or in the alternative, to peaceably repossess the motorcycle if there is a refusal to deliver the motorcycle to them.

7. In the event of a default in payment, under the terms of Exhibit "A" attached hereto, the Plaintiff is entitled to declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due.

8. Plaintiff has performed and complied with all of the conditions required of it under Exhibits "A" and "B" attached hereto.

9. By reason of the foregoing, Plaintiff is entitled to immediate possession of the 1990 Harley Davidson Motorcycle, Vehicle Identification Number 1HD1BLL16LY016664.

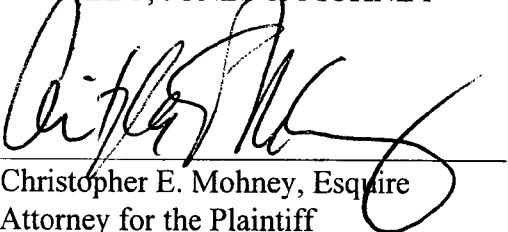
10. The present retail value of the 1990 Harley Davidson Motorcycle, Vehicle Identification Number 1HD1BLL16LY016664, is approximately \$10,500.00, which value will depreciate daily as a result of which Plaintiff's interest in the vehicle will be adversely affected by the continued possession and use of the Defendant.

WHEREFORE, Plaintiff demands judgment for possession of the 1990 Harley Davidson
Motorcycle, Vehicle Identification Number 1HD1BLL16LY016664.

Respectfully submitted,

BLAKLEY, JONES & MOHNEY

BY:

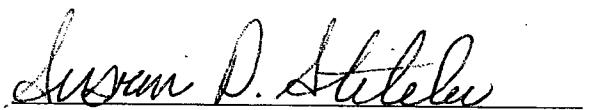

Christopher E. Mohney, Esquire
Attorney for the Plaintiff
90 Beaver Drive, Box 6
Du Bois, PA 15801
(814) 371-2730

VERIFICATION

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NBOC BANK



By: Susan D. Stiteler, Assistant Vice President

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No.	Call	Collateral	Account	Officer	Initials
\$10,346.58	04-28-1999	04-30-2003	30016005274				RJK	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Borrower: Robert W Evans (SSN: 206-64-4014)
RR 2 Box 48
Curwensville, PA 16833

Lender: NBOC BANK, a division of First Commonwealth Bank
Clearfield Mall Office
1800 Daisy St
Clearfield, PA 16830

Principal Amount: \$10,346.58

Interest Rate: 12.750%

Date of Note: April 28, 1999

Maturity Date: April 30, 2003

PROMISE TO PAY. I promise to pay to NBOC BANK, a division of First Commonwealth Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Ten Thousand Three Hundred Forty Six & 58/100 Dollars (\$10,346.58), together with interest at the rate of 12.750% per annum on the unpaid principal balance from April 28, 1999, until paid in full.

PAYMENT. I will pay this loan in 48 payments of \$276.52 each payment. My first payment is due May 30, 1999, and all subsequent payments are due on the same day of each month after that. My final payment will be due on April 30, 2003, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the annual interest rate over the number of days in a year (365 during leap years), multiplied by the outstanding principal balance, as Lender may designate in writing. I will pay Lender at Lender's address shown above or at such other place then to principal, and any remaining amount to any unpaid collection costs and late charges.

PREPAYMENT. I agree that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, I may pay without obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due and may result in me making fewer payments. If I prepay this loan in full, I will receive a rebate of any unearned insurance premiums.

LATE CHARGE. If a payment is 16 days or more late, I will be charged 5.000% of the regularly scheduled payment or \$5.00, whichever is greater.

DEFAULT. I will be in default if any of the following happens: (a) I fail to make any payment when due. (b) I break any promise I have made to Lender, or I fail to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Note or any agreement related to this Note, or in any other agreement or loan I have with Lender. (c) Any representation or statement made or furnished to Lender by me or appointed for any part of my property, I make an assignment for the benefit of creditors, or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws. However, my death will not be an event of default if as a result of the death the indebtedness is fully covered by credit life insurance. (e) Any creditor tries to take any of my property on or in which Lender has a lien or security interest. This includes a Note. (g) Lender in good faith deems itself insecure.

LENDER'S RIGHTS. Upon default, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance on Note if I do not pay. I also will pay Lender that amount. Lender may hire or pay someone else to help collect this legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, I also will pay any court costs, in addition to all other sums provided by law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the existing interest rate provided for in this Note. This Note has been delivered to Lender and accepted by Lender in Clearfield County, the Commonwealth of Pennsylvania. If there is a lawsuit, I agree upon Lender's request to submit to the jurisdiction of the courts of Clearfield County, the Commonwealth of Pennsylvania. Subject to the provisions on arbitration, this Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

RIGHT OF SETOFF. I grant to Lender a contractual security interest in, and hereby assign, convey, deliver, pledge, and transfer to Lender all my right, title and interest in and to, my accounts with Lender (whether checking, savings, or some other account), including without limitation, jointly with someone else and all accounts I may open in the future.

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

NBOC BANK, : NO. 00 - - C.D.
: Plaintiff :
: VS. :
: ROBERT W. EVANS, :
: Defendant :

ORDER FOR SEIZURE

AND NOW, this _____ day of _____, 200_____, upon consideration of Plaintiff's Motion for Seizure filed in the above-captioned matter and, after Hearing before the Court this date, it is hereby ORDERED AND DECREED that the Prothonotary of Clearfield County issue a Writ of Seizure directing the Sheriff of Clearfield County to seize the following property: a 1990 Harley Davidson Motorcycle, Vehicle Identification Number 1HD1BLL16LY016664, upon Plaintiff filing bond in the amount of \$_____ with the Prothonotary of Clearfield County naming the Commonwealth of Pennsylvania as Obligee. If Plaintiff fails to maintain its right to possession of the property, it shall pay the party entitled thereto the value of the property and all legal costs, fees and damages sustained by reason of the issuance of the Writ.

BY THE COURT:

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

NBOC BANK, : NO. 00 - - C.D.
: Plaintiff :
: VS. :
: ROBERT W. EVANS, :
: Defendant :

WRIT OF SEIZURE

TO THE SHERIFF OF CLEARFIELD COUNTY:

You are directed to seize the following property: a 1990 Harley Davidson Motorcycle,
Vehicle Identification Number 1HD1BLL16LY016664.

If the property is found in the possession of a person not already a defendant, you are directed
to add the person as a defendant, and notify the person that he or she has been added as a defendant
and is required to defend the action.

WILLIAM SHAW, PROTHONOTARY

Date of Writ: _____

By: _____

Deputy _____

OK

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW
NO. 00 - - C.D.

NBOC BANK,

Plaintiff

VS.

ROBERT W. EVANS,

Defendant

MOTION FOR SEIZURE
OF PROPERTY

FILED

JAN 04 2001

W.A. Shaw
Prothonotary

1cc Acty

LAW OFFICES

BLAKLEY, JONES & MOHNEY

90 BEAVER DRIVE - BOX 6
DUBOIS, PA 15801

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

NBOC BANK, : NO. 01 - 21 - C.D.
Plaintiff : TYPE OF CASE: REPLEVIN
VS. : TYPE OF PLEADING: NOTICE OF
ROBERT W. EVANS, : HEARING FOR SEIZURE OF PROPERTY
Defendant : FILED ON BEHALF OF: PLAINTIFF
: COUNSEL OF RECORD:
: CHRISTOPHER E. MOHNEY, ESQUIRE
: SUPREME COURT NO.: 63494
: BLAKLEY, JONES & MOHNEY
: 90 BEAVER DRIVE, BOX 6
: DU BOIS, PA 15801
: (814) 371-2730

FILED

JAN 08 2001

William A. Shaw
Prothonotary

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

NBOC BANK, : NO. 00 - - C.D.
Plaintiff :
VS. :
ROBERT W. EVANS, :
Defendant :
:

NOTICE OF HEARING FOR SEIZURE OF PROPERTY

TO: ROBERT W. EVANS

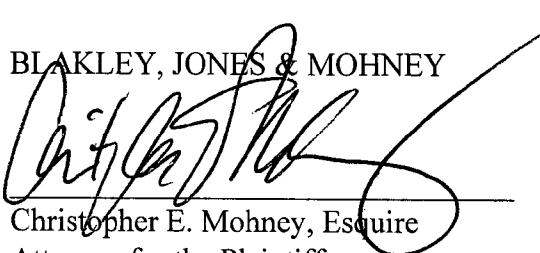
You are hereby notified that:

1. Plaintiff has commenced an action in replevin and has filed a Motion for Seizure of Property described in the Complaint. A copy of the Complaint and Motion is attached to this Notice;
2. There will be a Hearing on the Motion on February 15, 2001, at 2:00 ~~-am~~/p.m. in Courtroom 1, Clearfield County Courthouse, Clearfield, Pennsylvania;
3. You may appear in person or by a lawyer at the time and place set forth or file written objections setting forth the reasons why the property should not be seized.
4. Your failure to appear at the Hearing may result in seizure of the property claimed by the Plaintiff before a final decision in this case.

Date: 12-22-00

BY:

BLAKLEY, JONES & MOHNEY


Christopher E. Mohney, Esquire
Attorney for the Plaintiff
90 Beaver Drive, Box 6
Du Bois, PA 15801
(814) 371-2730



IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW
NO. 00 - - C.D.

NBOC BANK,

Plaintiff

VS.

ROBERT W. EVANS,

Defendant

NOTICE OF HEARING FOR SEIZURE
OF PROPERTY

FILED

~~JAN 04 2001~~
~~OCT 04 2004~~
William A. Shaw
Prothonotary

*ICC atty
ICC Sheriff*

FILED

JAN 08 2001
OCT 31 2004
William A. Shaw
Prothonotary

*ICC atty
ICC Sheriff
EJK*

LAW OFFICES

BLAKLEY, JONES & MOHNEY
90 BEAVER DRIVE - BOX 6
DUBOIS, PA 15801

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10558

NBOC BANK

01-21-CD

VS.

EVANS, ROBERT W.

COMPLAINT IN REPLEVIN, NOTICE & MOTION FOR SEIZURE OF PROPERTY

SHERIFF RETURNS

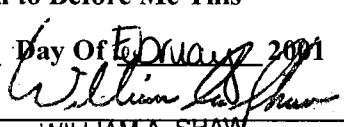
NOW JANUARY 30, 2001 AT 10:00 PM EST SERVED THE WITHIN COMPLAINT IN REPLEVIN, NOTICE & MOTION FOR SEIZURE OF PROPERTY ON ROBERT W. EVANS, DEFENDANT AT RESIDENCE, 314 NICHOLS ST., APT. 3, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SUSAN GRAHAM, LIVE-IN GIRLFRIEND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN REPLEVIN, NOTICE & MOTION FOR SEIZURE OF PROPERTY AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: SNYDER

Return Costs

Cost	Description
25.34	SHFF. HAWKINS PAID BY: PLFF
10.00	SURCHARGE PAID BY: PLFF

Sworn to Before Me This

2nd Day Of February 2001


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

So Answers,



My Marilyn Harris
Chester A. Hawkins
Sheriff

FILED

FEB 02 2001

01930 pm

William A. Shaw
Prothonotary

EK2

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

NBOC BANK, now FIRST
COMMONWEALTH BANK, : NO. 01-0021 C.D.
: :
PLAINTIFF : TYPE OF CASE: MORTGAGE
VS. : FORECLOSURE
: :
ROBERT W. EVANS, : TYPE OF PLEADING: PRAECIPE
: TO SETTLE, DISCONTINUE AND END
: :
DEFENDANT : FILED ON BEHALF OF: PLAINTIFF
: :
: COUNSEL OF RECORD:
: CHRISTOPHER E. MOHNEY, ESQUIRE
: :
: SUPREME COURT NO.: 63494
: :
: 25 EAST PARK AVENUE, SUITE 6
: DUBOIS, PA 15801
: (814) 375-1044

FILED NO cc
08/17/07
AUG 21 2007
LS

William A. Shaw
Prothonotary/Clerk of Courts

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

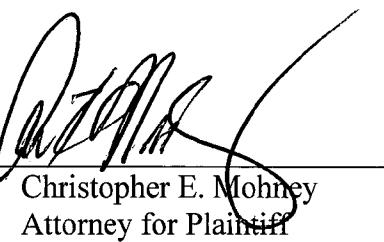
NBOC BANK, now FIRST
COMMONWEALTH BANK, : NO. 01-0021 C.D.
VS. :
ROBERT W. EVANS, :
DEFENDANT : TYPE OF CASE: MORTGAGE
: FORECLOSURE

PRAECIPE TO SETTLE, DISCONTINUE AND END

TO: PROTHONOTARY OF CLEARFIELD COUNTY

Kindly mark the above captioned case settled, discontinued and ended.

BY:


Christopher E. Mohney
Attorney for Plaintiff

FILED

AUG 21 2007

William A. Shaw
Prothonotary/Clerk of Courts