

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

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

NBOC BANK,

Plaintiff

VS.

ROBERT W. EVANS,

Defendant

NO. 01-21 - C.D.

TYPE OF CASE: REPLEVIN

TYPE OF PLEADING: COMPLAINT

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	:		

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.

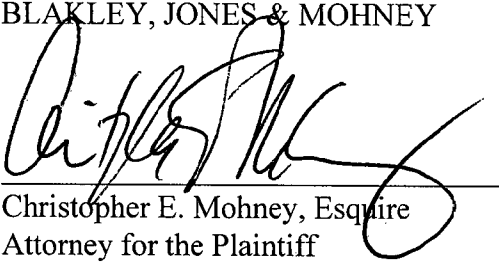
10. The present retail value of the 1990 Harley Davidson Motorcycle, Vehicle Identification Number 1HD1BLL16LY016664, is approximately \$10,500.00, which value will depreciate daily as a result of which Plaintiff's interest in the vehicle will be adversely affected by the continued possession and use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

A handwritten signature in black ink, appearing to read "Christopher E. Mohny", is written over a horizontal line.

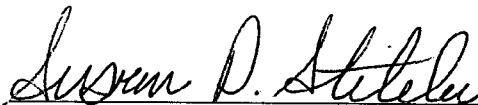
Christopher E. Mohny, Esquire
Attorney for the Plaintiff
90 Beaver Drive, Box 6
Du Bois, PA 15801
(814) 371-2730

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, multiplied by the actual number of days the principal balance is outstanding. I will pay Lender at Lender's address shown above or at such other place 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 on my behalf is false or misleading in any material respect either now or at the time made or furnished. (d) I die or become insolvent, a receiver is 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 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		INSTALLMENT LOAN		BANK 0001
(FWD)		DISPLAY ACCOUNT		
ACCOUNT NUMBER	0160030016005274	ROBERT W EVANS		
TYPE 003	DIRECT SIMPLE FIXED	BRANCH 0016 OFFICER RJK	STATUS	ACTIVE
LEGAL STATUS	NO LEGAL STAT	1990 HARLEY DAVIDSON #1HD1BLL16LY016664		
DATE LAST MAINTENANCE	10/25/00	ACCRUED THROUGH DATE		12/20/00
CONTRACT DATE	04/28/99	CURRENT BALANCE		7,495.31
MATURITY DATE	05/30/03	UNADVANCED AMOUNT		.00
REMAINING TERM	32	BACKDATE LIMIT DATE		09/20/00
INTEREST TYPE	SIMPLE	DATE LAST PAYMENT		10/30/00
INTEREST RATE CODE	FIXED	NEXT DUE DATE		10/30/00
ACCRUAL BASIS	366/366	TOTAL DUE AMT		553.04
BALANCE BASIS	ACTUAL	PARTIAL PAID AMOUNT		.00
INTEREST DUE OPT	EFFECTIVE DATE	PAYMENTS-NBR/PAID	48	14
DEALER NUMBER	DIRECT	EXTENSION-TOTAL/LAST	1	03/02/00
ENDORSER RECOURSE		DATE LAST TRANSACTION		12/15/00
NUMBER ENDORSERS	NONE	NBR TIMES REWRITTEN		0
COLLATERAL CODE	U	TICKLERS ON FILE		NO
SUBSIDIZED LOAN	NO	DAYS LATE		51
APR	12.9519	LATE FEES DUE		10.00
INTEREST RATE	12.7500			

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

COMMONWEALTH OF PENNSYLVANIA

CERTIFICATE OF TITLE FOR A VEHICLE

8,977

991330013001847-001

1HD18LL16LY016664

VEHICLE IDENTIFICATION NUMBER

90

HARLEY DAVID

MAKE OF VEHICLE

43406313002 EV

TITLE NUMBER

MC

BODY TYPE

0

DUP

SEAT CAP

PRIOR TITLE STATE

6/10/99

OCOM PROCD DATE

004758

ODDM MILES

0

OCOM STATUS

9/19/90

DATE OF TITLE

6/10/99

DATE OF ISSUE

UNLEADED WEIGHT

GVWR

GVWR

TITLE BRANDS

- 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
- TITLE BRANDS**
- A = ANTIQUE VEHICLE
 - B = CLASSIC VEHICLE
 - C = COLLECTOR VEHICLE
 - D = OUT OF COUNTRY
 - E = ORIGINALLY DESIGNED FOR NON-USE DISTRIBUTION
 - F = AGRICULTURAL VEHICLE
 - G = FISHING VEHICLE
 - H = SPECIALTY VEHICLE
 - I = RECREATIONAL VEHICLE
 - J = STREET RACER
 - K = RECOVERED THEFT VEHICLE
 - L = VEHICLE CONTAINS REISSUED VIN
 - M = FLOOD VEHICLE
 - N = IS WAS A TAXI

ROBERT H. EVANS

R.D. # 48

CORNWISVILLE PA 16833

FIRST LIEN FAVOR OF

NBOC BANK

SECOND LIEN FAVOR OF

AUTHORIZED REPRESENTATIVE

STREET ADDRESS

NBOC BANK

PO BOX 1000

INDIANA PA 47532

I hereby certify that the data 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.

BRADLEY L. HARRIS
Secretary of Transportation

D. APPLICATION FOR TITLE AND LIEN INFORMATION-

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

<p>IF CO-PURCHASER OTHER THAN YOUR SPOUSE IS LISTED AND YOU WANT THE HIN TO BE LISTED AS YOUR TENANT WITH RIGHT OF SURVIVORSHIP (ON DEATH OF ONE OWNER, THIS GOES TO SURVIVING OWNER) CHECK HERE. OTHERWISE, THE HIN WILL BE LISTED AS TENANTS IN COMMON (ON DEATH OF ONE OWNER, INTEREST OF DECEASED OWNER GOES TO HIS/HER HEIRS OR ESTATE).</p>	
<p>DATE OF SALE</p>	<p>IF NO LIEN CHECK <input type="checkbox"/></p>
<p>1ST LIEN HOLDER</p>	<p>STREET</p>
<p>CITY</p>	<p>STATE</p>
<p>FINANCIAL INSTITUTION NUMBER</p>	<p>ZIP</p>
<p>2ND LIEN DATE</p>	<p>IF NO LIEN CHECK <input type="checkbox"/></p>
<p>2ND LIEN HOLDER</p>	<p>STREET</p>
<p>CITY</p>	<p>STATE</p>
<p>FINANCIAL INSTITUTION NUMBER</p>	<p>ZIP</p>
<p>SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER</p>	
<p>SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORIZED SIGNER</p>	

STORE IN A SAFE PLACE IF LOST

EXHIBIT "C"

DO NOT ACCEPT DOCUMENT WITHOUT VERIFYING THE PRESENCE OF THE LIBERTY BELL WATERMARK

01391533

12

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

COMPLAINT

FILED

JAN 04 2001
William A. Shaw
Prothonotary

MOHNEY
80.00
acc
attg

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,

Plaintiff

VS.

ROBERT W. EVANS,

Defendant

NO. 01 - 21 - C.D.

TYPE OF CASE: REPLEVIN

TYPE OF PLEADING: MOTION FOR
SEIZURE OF PROPERTY

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	:		

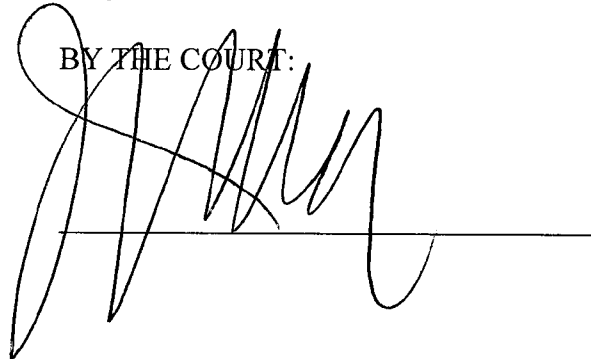
RULE TO SHOW CAUSE

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, 2000¹ 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

01235 ICC
William A. Shaw
Prothonotary

Shaw
ICC atty 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

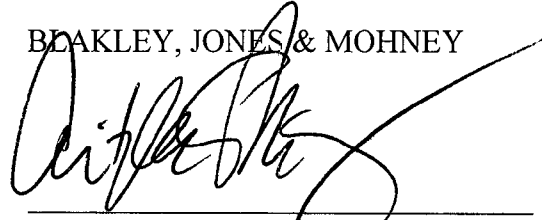
AND NOW, comes the Plaintiff, **NBOC BANK**, by and through its attorneys, **BLAKLEY, JONES & MOHNEY**, who files the following Motion for Seizure of Property and in support thereof, the following is averred:

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

A large, stylized handwritten signature in black ink, likely belonging to Christopher E. Mohney, is written over a horizontal line.

Date: _____

BY: _____

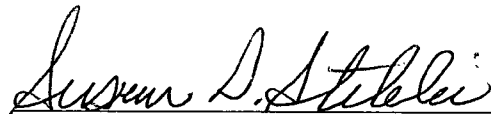
Christopher E. Mohney, Esquire
Attorney for the Plaintiff
90 Beaver Drive, Box 6
Du Bois, PA 15801
(814) 371-2730

VERIFICATION

I, **SUSAN D. STITELER**, Assistant Vice President of **NBOC BANK**, being duly authorized to make this verification, have read the foregoing 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



By: Susan D. Stiteler, Assistant Vice President

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

NBOC BANK,

Plaintiff

VS.

ROBERT W. EVANS,

Defendant

NO. 00 - - C.D.

TYPE OF CASE: REPLEVIN

TYPE OF PLEADING: COMPLAINT

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

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.

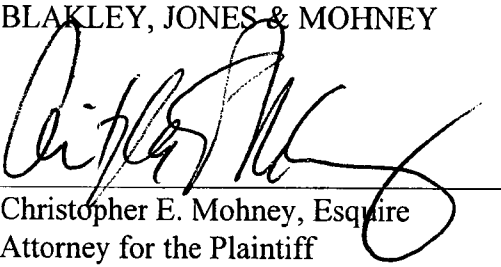
10. The present retail value of the 1990 Harley Davidson Motorcycle, Vehicle Identification Number 1HD1BLL16LY016664, is approximately \$10,500.00, which value will depreciate daily as a result of which Plaintiff's interest in the vehicle will be adversely affected by the continued possession and use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

A handwritten signature in black ink, appearing to read "Christopher E. Mohny", is written over a horizontal line.

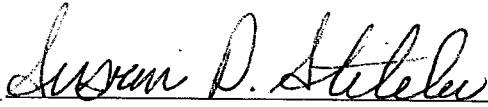
Christopher E. Mohny, Esquire
Attorney for the Plaintiff
90 Beaver Drive, Box 6
Du Bois, PA 15801
(814) 371-2730

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, multiplied by the actual number of days the principal balance is outstanding. I will pay Lender at Lender's address shown above or at such other place 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 on my behalf is false or misleading in any material respect either now or at the time made or furnished. (d) I die or become insolvent, a receiver is 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 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

10

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

William A. Shaw
Prothonotary

cc. Sherry
cc. City

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,

Plaintiff

VS.

ROBERT W. EVANS,

Defendant

NO. 01 - 21 - C.D.

TYPE OF CASE: REPLEVIN

TYPE OF PLEADING: NOTICE OF
HEARING FOR SEIZURE OF PROPERTY

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
~~4:00~~/p.m. in Courtroom 1, Clearfield County Courthouse, Clearfield, Pennsylvania;

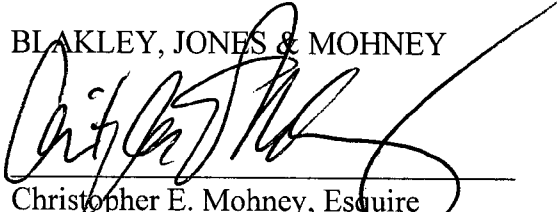
3. You may appear in person or by a lawyer at the time and place set forth or file written objections setting forth the reasons why the property should not be seized.

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

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

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

01/04/01

William A. Shaw
Prothonotary

1cc atty
1cc Sherry
db

LAW OFFICES

BLAKLEY, JONES & MOHNEY

90 BEAVER DRIVE - BOX 6

DUBOIS, PA 15801

FILED

JAN 08 2001

01/08/01

William A. Shaw
Prothonotary

1cc atty
1cc Sherry
db

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

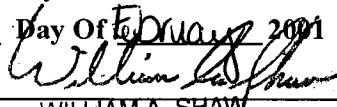
SHERIFF RETURNS

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

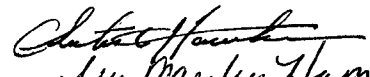
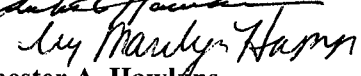
Return Costs

| 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,


by 
Chester A. Hawkins
Sheriff

FILED

FEB 02 2001
01:00 pm
William A. Shaw
Prothonotary



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

NBOC BANK, now FIRST
COMMONWEALTH BANK,

PLAINTIFF

VS.

ROBERT W. EVANS,

DEFENDANT

: NO. 01-0021 C.D.
:
:
:

: TYPE OF CASE: MORTGAGE
:
: FORECLOSURE
:

: TYPE OF PLEADING: PRAECIPE
:
: TO SETTLE, DISCONTINUE AND END
:

: 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
01317/54
AUG 21 2007

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,

PLAINTIFF

VS.

ROBERT W. EVANS,

DEFENDANT

NO. 01-0021 C.D.

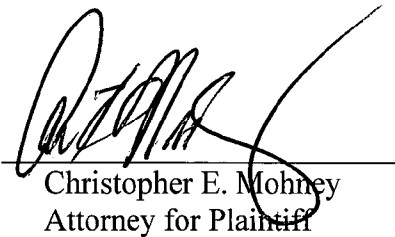
TYPE OF CASE: MORTGAGE
FORECLOSURE

PRAECIPE TO SETTLE, DISCONTINUE AND END

TO: PROTHONOTARY OF CLEARFIELD COUNTY

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

BY:



Christopher E. Mohnney
Attorney for Plaintiff

FILED

AUG 21 2007

William A. Shaw
Prothonotary/Clerk of Courts