

01-25-CD  
C & G SAVINGS BANK -vs- RONALD S. WISOR et al

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

C&G SAVINGS BANK

Plaintiff

vs.

RONALD S. WISOR and  
TONYA L. WISOR

Defendants

No. 01-25-CD

COMPLAINT IN REPLEVIN

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

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

WWR#02073930

**FILED**

JUN 11 2001

William A. Shaw  
Prothonotary

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

C&G SAVINGS BANK

Plaintiff

vs.

Civil Action No.

RONALD S. WISOR and  
TONYA L. WISOR

Defendants

**COMPLAINT IN REPLEVIN AND NOTICE TO DEFEND**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. OF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP

LAWYER REFERRAL SERVICES  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
(800) 692-7375

COUNT I - REPLEVIN

1. Plaintiff is a corporation having offices at Alliance, Ohio 44601.
2. Defendant, Ronald S. Wisor, is an adult individual residing at 66 High Street, P.O. Box 66, Woodland, PA 16881.
3. Defendant, Tonya L. Wisor, is an adult individual residing at 327 East Market Street #C, Clearfield, PA 16830.
4. Plaintiff is the holder of a Pennsylvania Mobile Home Installment Sale Contract (hereinafter the "Contract") and Security Agreement secured by a mobile home duly executed and delivered by Defendants in favor of Family Mobile Homes, Inc. on or about April 4, 1992. A true and correct copy of the Contract and Security Agreement is attached hereto, marked as Exhibit "1" and made a part hereof.
5. Pursuant to said Contract and Security Agreement, Defendants took possession of the mobile home more particularly identified in the Contract as a 1986 Tower, Serial Number THPA2070.
6. Family Mobile Homes, Inc. subsequently assigned its right, title and interest in said Installment Sale Contract and Security Agreement to Plaintiff.
7. Under the terms of the Contract, Defendants were to make one hundred eighty (180) consecutive monthly payments of \$260.96 beginning May 5, 1992.
8. The total amount due to Plaintiff pursuant to the Contract was \$46,972.80.

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

10. Defendants are in default of the terms and conditions of the Contract because Defendants have failed to make the required monthly payments since January 5, 2000.

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

12. Defendants have made partial payment under the Contract leaving an unpaid balance in the amount of \$16,223.43 as of October 17, 2000.

13. Plaintiff avers that the Contract provides for finance charges at the rate of \$5.03 per diem.

14. Plaintiff avers that finance charges from October 17, 2000 to November 3, 2000 amount to \$85.51.

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

16. By virtue of Defendants' default, Plaintiff has an immediate right to possession of the mobile home covered by the Security Agreement the value of which is \$9,142.52, plus continuing finance charges at the aforesaid rate of \$5.03 per diem.

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

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

A. For possession of the mobile home, more particularly identified as a 1986 Tower, Serial Number THPA2070 or, in the alternative for damages of \$9,142.52 the value of the mobile home plus continuing finance charges at the aforesaid rate of \$5.03 per diem, in the event that recovery of the mobile home cannot be obtained;

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

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

COUNT II  
ACTION IN CONTRACT FOR IN PERSONAM DAMAGES

18. 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.

19. In the alternative to Count I, Plaintiff pleads an action in contract as a result of Defendants' default for the accelerated balance due under the Contract in the amount of \$16,223.43, plus appropriate additional finance charges at the rate of \$5.03 per diem on the balance due from November 4, 2000 and costs.

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

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

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

WHEREFORE, Plaintiff prays for the entry of Judgment on Count II against Defendants, jointly and severally, in the amount of \$16,508.94 plus continuing finance charges at the aforesaid rate of \$5.03 per diem from November 4, 2000, reasonable attorneys fees and expenses for retaking possession and costs.

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



---

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

WWR#:02073930

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



<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate. 11.75 %	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you. \$ 24,934.68	<b>Amount Financed</b> The amount of credit provided to you or on your behalf. \$ 22,038.12	<b>Total of Payments</b> The amount you will have paid after you have made all scheduled payments. \$ 46,972.80	<b>Total Sale Price</b> The total cost of your purchase on credit, including your down payment of \$ 1,185.00 \$ 48,157.80
---	--	---	---	--

Your Payment Schedule will be: e means estimate

No. of Payments	Amount of Payments	When Payments Are Due
180	\$ 260.96	Monthly, beginning May 5, 1992

Filing Fees: \$ 20.00

Late Charge: If a payment is late, you will be charged 2% of the payment for each month, or part of a month greater than 10 days, that it remains unpaid.

Prepayment: If you pay off early, you may be entitled to a refund of part of the Finance Charge.

Assumption: Someone buying your mobile home ☐ may ☒ may not, under certain circumstances, be allowed to assume the remainder of this contract on the original terms. See below and any other contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

Security: ☒ You are giving a security interest in the goods or property being purchased.  
☐ You are also giving a security interest in real estate.

In this Contract we are the Seller, Family Mobile Homes, Inc.  
1683 E. Pleasant Valley Blvd. Altoona, Pa. 16602  
Name(s) Address

You are the Buyer(s), Ronald S. & Tonya L. Wisor  
221 Nichols Street, Clearfield, Pa. 16830  
Name(s) Address Zip Code

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

The terms shown in the boxes are part of this Contract. You have agreed to purchase under the terms of this Contract, the following mobile home and its appliances, furniture and equipment, which is called the "Vehicle" in this Contract.

N/U	Year and Manufacturer	Length & Width	Color & Model	Serial Number
U	1986 Tower	70' x 14'	Blue	THPA2070

Equipped with

Year and Make	Series	Gross Allowance	Still Owning	Net Trade-In

**PROPERTY INSURANCE:** Property insurance as checked below is required on the Vehicle for the full term of the Contract. If obtained through us, the premium costs for the insurance terms indicated below are included in item 3. Whether obtained through us or not, insurance coverage is payable to us and you as our interests then appear. YOU MAY OBTAIN SUCH INSURANCE THROUGH ANY AGENT OR BROKER OF YOUR CHOICE.

☒ Mobile Home ☐ Other

Physical Damage Ins. .... \$ 1,209.00 Term 60 Mos. (Describe) \_\_\_\_\_ \$ \_\_\_\_\_ Term \_\_\_\_\_ Mos.

☐ Comprehensive on ☐ Other

Mobile Home ..... \$ \_\_\_\_\_ Term \_\_\_\_\_ Mos. (Describe) \_\_\_\_\_ \$ \_\_\_\_\_ Term \_\_\_\_\_ Mos.

☐ Fire and ☐ Other

Thrift ..... \$ \_\_\_\_\_ Term \_\_\_\_\_ Mos. CHARGE ..... \$ 1,209.00

**CREDIT INSURANCE IS NOT REQUIRED:** Subject to acceptance by the insurer named below, credit insurance is available through us for the term of this Contract at the cost(s) shown below. Single Credit Life and Single Credit Accident & Health Insurance are available to any one Buyer signing for insurance below. Joint Credit Life Insurance is available to both Buyers signing for insurance below. No credit insurance will be provided unless the appropriate statement(s) is signed by the Buyer(s) to be insured and the cost(s) shown below are included in the Amount Financed. (See the NOTICE OF PROPOSED CREDIT INSURANCE on the reverse side.)

By signing, you want Single Credit Life Insurance, which costs: \$ 1,579.12

Signature of Buyer to be insured for Single Credit Life Insurance: [Signature]  
What is your age? 29 Years

By signing, you want Single Credit Accident & Health Insurance, which costs: \$ n/a

Signature of Buyer to be insured for Single Credit Accident & Health Insurance: [Signature]  
What is your age? \_\_\_\_\_ Years

By signing, you both want Joint Credit Life Insurance, which costs: \$ n/a

What are your ages?  
1. \_\_\_\_\_ Years  
2. \_\_\_\_\_ Years

Signatures of both Buyers to be insured for Joint Credit Life Insurance: [Signatures]

Insurer: Foremost Insurance Company ☐ Other

**PAYMENT SCHEDULE:** You agree to pay us the Total Sale Price for the Vehicle by making the Total Downpayment and paying us 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:

C & G Savings Bank 1201 12th Street, Altoona, Pa. 16601 (the "Assignee").

**LATE CHARGES:** You agree to pay us a late charge of 2% of any payment for each month, or part of a month greater than 10 days, that it is late.

**HOW THE FINANCE CHARGE IS COMPUTED:** The Finance Charge consists solely of interest computed daily on the outstanding balance of the Amount Financed. The Finance Charge shown above has been computed on the assumption that all installments will be received on their scheduled due dates. If any installment is late, you will be obligated to pay more Finance Charge than is shown because of the additional interest which accrues. If you pay early, the Finance Charge will be less. The amount of the increase or decrease will be due with the last payment, which will be modified accordingly. You may prepay all or any part of the balance due at any time, without penalty or premium.

**SECURITY AGREEMENT:** To secure the payment of all sums due and the performance of all required obligations under this Contract, you grant us a security interest in the Vehicle, in all appliances, furniture and equipment sold with the Vehicle and in all property (called "accessions") attached to the Vehicle at any later time, and in any proceeds of the Vehicle, including insurance proceeds. If another security agreement or mortgage covering property you own other than the

Vehicle now exists between you and us, we have the right to treat that other property as security for repayment of this Contract unless it is real property covered by a mortgage dated \_\_\_\_\_, 19\_\_\_\_. However, you acknowledge our right of set-off in any of your property which is in our possession at any time.

**REINSTATEMENT:** If we take possession of the Vehicle because of your default, you may, at our option, regain possession of the vehicle by paying us all past due payments, late charges, our costs of suit and, if you were in default more than 15 days when we took possession of the Vehicle, our costs of taking possession, repairing and storing the Vehicle which are authorized by law.

**THERE ARE NO WARRANTIES BY SELLER, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, UNLESS WE HAVE GIVEN YOU A SEPARATE WRITTEN WARRANTY.**

**ADDITIONAL TERMS AND CONDITIONS:** THIS CONTRACT CONTINUES ON THE REVERSE SIDE. YOU ARE OBLIGATED TO ALL THE TERMS OF THIS CONTRACT WHICH APPEAR ON THE FRONT AND REVERSE SIDES.

By signing below we agree to sell the Vehicle to you under the terms of this Contract. We also assign this Contract to the "Assignee" named above in accordance with the Assignment on the reverse side ☒ WITHOUT RECOURSE, ☐ WITH FULL RECOURSE, ☐ WITH REPURCHASE.

SELLER Family Mobile Homes, Inc. (SEAL) BUYER [Signature] (SEAL)

BY: [Signature] (SEAL) BUYER [Signature] (SEAL)

BUYER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS CONTRACT AT THE TIME OF SIGNING.

BUYER [Signature] BUYER [Signature]

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION. ORIGINAL

EXHIBIT 1

## ADDITIONAL PROVISIONS

1. Your legal rights include: the right to pay all or part of the amounts due on this Contract in advance of their due dates without penalty or premium; and to reinstate the Contract and obtain a return of the Vehicle if we take possession of it because of your default.

2. You will not permit anyone other than us to obtain a security interest or other rights in the Vehicle. You will pay all filing fees necessary for us to obtain and maintain our security interest in the Vehicle. You will assist us in having our security interest noted on the Certificate of Title to the Vehicle.

3. You will keep the Vehicle in good condition and repair. You will pay all taxes and charges on the Vehicle. You will pay all costs of maintaining the Vehicle. You will not abuse the Vehicle or permit anything to be done to the Vehicle which will lessen its value, other than for normal wear and use. You will not use the Vehicle for illegal purposes or for hire. You will not move the Vehicle from your address shown on the front to a new address without notifying us in advance.

4. You will keep the Vehicle insured against fire, theft and collision until all sums due us are paid in full. The insurance coverage must be satisfactory to us and protect your interests and our interests at the time of any insured loss. The insurance must be written by an insurance company qualified to do business in Pennsylvania and licensed to sell insurance in the state where the Vehicle is permanently kept. The insurance policy must provide us with at least 10 days' prior notice of any cancellation or reduction in coverage. You appoint us as your Attorney-in-Fact, to endorse any check or draft drawn to your order by the insurance company. You assign to us any return or unearned insurance premiums. The proceeds of insurance or return insurance premiums may be applied by us to repair or replace the Vehicle or to reduce the unpaid balance due us, as we choose.

5. If you default by failing to maintain insurance in effect, or by not paying filing fees, taxes, or the costs necessary to keep the Vehicle in good condition and repair, we may, if we alone choose, obtain replacement insurance or advance the sums necessary to cure your default. Any additional amounts we advance on your behalf must be repaid to us immediately on demand.

6. This paragraph applies only if we have contracted to purchase fire, theft or collision insurance at your expense and the premium has been included in the Amount Financed. It does not apply to Credit Insurance. If you prepay the sums due on this Contract, unless you specifically request cancellation, any fire, theft or collision insurance will remain in effect to its scheduled expiration date. If the insurance we obtained for you is cancelled by the insurance company prior to its scheduled expiration date, we will attempt to place comparable insurance with another insurance company on your behalf. If we are unable to do so, we will notify you that you must obtain replacement insurance from an agent or broker of your choice. If replacement coverage results in additional costs to you for the unexpired period of the original insurance policy, we will reimburse you for the costs.

7. The following are "Events of Default" of this Contract:

- You fail to make any payment promptly on or before the day it is due;
- You fail to perform any other of your promises in this Contract;
- You provide us with false information or signatures at any time;
- Any of you dies, becomes incompetent, or is convicted of a crime involving fraud or dishonesty;

e. Any of you becomes insolvent or bankrupt; or

f. The Vehicle is sold, levied upon or threatened with or subject to condemnation or forfeiture proceedings.

8. Upon or after the occurrence of any Event of Default, if required by law, we will send you a timely notice of your default and of your right to cure the default and how you may do this, and of our intention to take action if you do not cure. If you do not cure in the time period provided in this notice, we will have the following rights:

- The right to declare all sums due on this Contract to be immediately due and payable.
- The right to obtain possession of the Vehicle, with or without process of law, if you do not deliver it to us. You authorize us to peaceably enter upon any premises where the Vehicle may be kept in order to take possession of the Vehicle and anything found in the Vehicle. You must give us prompt notice that you claim any articles in the Vehicle not covered by our security interest. Notice must be given by registered mail, sent within 24 hours of your learning of our obtaining possession of the Vehicle. If you do not give us prompt notice, we will not be responsible if any or all of the articles are lost or cannot be accounted for. You authorize us to use your license plates for the Vehicle in moving the Vehicle to the place of storage.
- If you were in default more than 15 days before we took possession of the Vehicle, you must pay our actual, necessary and reasonable costs of retaking, storing and repairing the Vehicle. Our costs must be supported by receipts or other satisfactory proofs of payment.
- We may, in accordance with law, (a) sell the Vehicle at public or private sale, or (b) propose to keep the Vehicle in full satisfaction of your obligations under this Contract. In the event of sale, we will give you 15 days' reasonable notice of the time and place of sale. We will apply the proceeds of sale first to our expenses in selling the Vehicle, then to our costs of retaking, repairing and storing the Vehicle, then to our reasonable and actual collection costs, including court costs and if we commence a legal action against you, our reasonable attorney's fee (but not more than \$50 if the notice period has expired and you cure before such legal action is started), then to late charges and then the balance to the balance still due. If there is a surplus, we will pay it to you. If there is still a balance due us, you must pay it to us.

9. You may redeem the Vehicle at any time up to the time we sell or transfer the title to Vehicle. The redemption price will be all sums due us on this Contract, our late charges and, if default was longer than 15 days when we took possession of the Vehicle, our costs of retaking, repairing and storing the Vehicle and our collection costs.

10. **TIME IS OF THE ESSENCE.** If we waive any right or Event of Default, that waiver is not binding on us if a later Event of Default occurs or if we later choose to exercise that right. Our exercise of one or more rights shall not cause us to lose our other rights. If any part of this Contract is held to be illegal, void or unenforceable, that part shall not be a part of this Contract, which shall be read as if it were not in this Contract. The laws of Pennsylvania shall apply to this Contract unless Federal law applies. This Contract shall benefit us and our successors and assigns, and shall bind you, your heirs and your personal representatives. Any person to whom we assign this Contract shall have all of our rights and remedies and be subject to our obligations.

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

## NOTICE OF PROPOSED CREDIT INSURANCE

The Signer(s) of this Contract hereby take(s) notice that group credit life insurance coverage and/or group credit accident and health insurance coverage will be applicable to this Contract if so marked on the front of this Contract and each such type of coverage will be written by the insurance company named. This insurance, subject to acceptance by the insurer, covers only the person(s) signing the request for such insurance. The amount of charge is indicated for each type of credit insurance to be purchased. The term of the insurance will commence as of the date the indebtedness is incurred and will expire on the original scheduled maturity date of the indebtedness. Subject to acceptance by the insurer and within 30 days, there will be delivered to the insured debtor(s) a certificate of insurance more fully describing the insurance. In the event of prepayment of the indebtedness, a refund of insurance charges will be made where due.

## ASSIGNMENT

To induce you, the "Assignee" named on the front of this Contract, to purchase the within Contract, the Seller hereby warrants and represents, and continues to warrant and represent that: the sale has been made in strict conformity with all applicable federal, state and local laws and regulations, including, but not limited, to Article 2 of the Pennsylvania Uniform Commercial Code (13 Pa. C.S.A. § § 2101 et seq.); our title to the Contract and the Vehicle covered thereby is absolute, free of all liens, encumbrances and security interests, and is subject only to the rights of the Buyer as set forth therein; the Contract is genuine, arose from the sale of the Vehicle therein described, and all parties thereto are of full age and had capacity to contract; the description of the Vehicle, its appliances, furniture and equipment is complete and correct; the cash downpayment and/or trade-in allowance were actually received and no part thereof consisted of notes, post-dated checks or other credit advanced by us to Buyer; all warranties and statements therein are true; there is owing thereon the Total of Payments set forth therein; we are duly licensed under the Pennsylvania Motor Vehicle Sales Finance Act and have duly complied with all requirements thereof with respect to the transaction and with the federal Truth-in-Lending Act; a motor vehicle title certificate showing a lien or encumbrance in favor of Assignee, has been or will be applied for promptly; the registration of the Vehicle has not been suspended and the Seller knows of no facts which may result in the suspension of said registration under the Pennsylvania Motor Vehicle Safety Responsibility Act; the Buyer(s) in the within Contract are personally known to the Seller to be the same identical person(s) whose signature(s) are affixed to this Contract; and Seller has no knowledge of facts impairing the validity or value of the Contract. If any such warranties or representations should be breached at any time, Seller shall repurchase from Assignee, said Contract, upon demand, and will pay therefor the amount owing thereon plus any and all costs and expenses paid or incurred by Assignee in respect thereto, and said remedy shall be cumulative and not exclusive, and shall not affect any other right or remedy that Assignee might have at law or in equity against Seller. In the event that Buyer fails or refuses to make any payment due hereunder on the assertion, either oral or written, that the Vehicle is defective, not as represented to him by Seller, or that Seller refuses to honor any warranty or service agreement of Seller or manufacturer, Seller agrees that upon being advised by Assignee of such claim of Buyer, Seller will repurchase the Contract from Assignee and pay Assignee for same immediately in accordance with the repurchase terms set forth above and Seller further agrees to hold Assignee harmless from any other claims of Buyer, including attorney's fees, costs and expenses incurred in defending against claims asserted by Buyer and including claims for refund of payments made by Buyer to Assignee.

For value received, Seller hereby sells, assigns and transfers unto the Assignee, its successors and assigns, the within Contract, all moneys due and to become due thereunder, and all right, title and interest in and to the Vehicle therein described, with full power in the Assignee in its or our name to take such legal or other action which we might have taken save for this assignment. Seller by executing any of the endorsements captioned "WITHOUT RECOURSE," "WITH FULL RECOURSE," "WITH REPURCHASE," adopts the provisions of and agrees with Assignee as set forth in such endorsement and the provisions of the paragraph entitled "Assignment."

**WITHOUT RECOURSE**—Seller's assignment shall, except for the provisions of the paragraph above entitled "Assignment," be without recourse.

**WITH FULL RECOURSE**—Seller agrees that, in addition to the paragraph above entitled "Assignment," in the event of default by Buyer in the full payment on the due date thereof of any installment payable under the Contract or in the prompt performance of any other obligation to be performed under the Contract by Buyer, Seller will, upon demand by Assignee, forthwith repurchase the Contract from Assignee for a repurchase price in cash equal to the full unpaid balance of the Contract including accrued finance charge as of the date of such repurchase.

**WITH REPURCHASE**—Seller agrees that, in addition to the provisions of the paragraph above entitled "Assignment," in the event of any default by Buyer which shall entitle Assignee to repossess the Vehicle, Seller will, if the Vehicle is repossessed by Assignee, and without regard to the then condition of the Vehicle, forthwith repurchase the Contract and the Vehicle from Assignee for a repurchase price in cash equal to the full unpaid balance of the Contract including accrued finance charge as of the date of such repurchase.

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

6733  
 922533750000030-001

THPA2070 86 HAUSER 37780852605 WI  
 VEHICLE IDENTIFICATION NUMBER YEAR MAKE OF VEHICLE TITLE NUMBER

MH 1 14,900  
 BODY TYPE DUP SEAT CAP UNLADEN WEIGHT G.W.R. GCWR TITLE BRANDS

11/07/85 9/09/92 9/09/92 000000 4  
 DATE PA TITLED DATE OF ISSUE PRIOR TITLE STATE ODOM. PROC. DATE ODOM. MILES ODOM. STATUS

**ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW**

REGISTERED OWNER(S)  
 RONALD S & TONYA L  
 WISOR  
 221 NICHOLS ST  
 CLEARFIELD PA 16830

FIRST LIEN FAVOR OF: COLUMBIA SAVINGS ASSOC

SECOND LIEN FAVOR OF:

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.

FIRST LIEN RELEASED: \_\_\_\_\_ DATE \_\_\_\_\_  
 BY: \_\_\_\_\_ AUTHORIZED REPRESENTATIVE \_\_\_\_\_  
 MAILING ADDRESS: COLUMBIA SAVINGS ASSOC  
 3331 PLEASANT VALLEY  
 ALTOONA PA 16634

SECOND LIEN RELEASED: \_\_\_\_\_ DATE \_\_\_\_\_  
 BY: \_\_\_\_\_ AUTHORIZED REPRESENTATIVE \_\_\_\_\_

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

**Secretary of Transportation**

**D. APPLICATION FOR TITLE AND LIEN INFORMATION**

SUBSCRIBED AND SWORN TO BEFORE ME: \_\_\_\_\_ MO: \_\_\_\_\_ DAY: \_\_\_\_\_ YEAR: \_\_\_\_\_

SIGNATURE OF PERSON ADMINISTERING OATH: \_\_\_\_\_

When applying for title with a co-owner, other than your spouse, check one of these blocks. If no block is checked, title will be issued as Tenants in Common.  
 A ☐ Joint Tenants with Right of Survivorship (on death of one owner, title goes to the surviving owner).  
 B ☐ Tenants in Common (on death of one owner, interest of deceased owner goes to his or her heirs or estate).

IF NO LIEN CHECK BOX ☐

FIRST LIENHOLDER:  
 NAME: \_\_\_\_\_  
 STREET: \_\_\_\_\_  
 CITY: \_\_\_\_\_  
 STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
 LIEN DATE: \_\_\_\_\_ IF NO LIEN CHECK BOX ☐

SECOND LIENHOLDER:  
 NAME: \_\_\_\_\_  
 STREET: \_\_\_\_\_  
 CITY: \_\_\_\_\_  
 STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER: \_\_\_\_\_

SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORIZED SIGNER: \_\_\_\_\_

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

72559187

EXHIBIT 2

## FAIR DEBT COLLECTION PRACTICES ACT 30 DAY NOTICE

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

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

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

**EXHIBIT "3"**

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsifications to authorities, that he/she is John R. Beyer, II  
(Name)  
Vice President of C & G Savings Bank, plaintiff herein, that  
(Title) (Company)  
he/she is duly authorized to make this Verification, and that the facts set forth in the foregoing complaint are true and correct to the best of his/her knowledge, information and belief.

  
(Signature)

FILED

JAN 04 2001

William A. Shaw  
Prothonotary

Wm/8521 City McNelly

PO 688.00

Jcc Shelly

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 10560

C&G SAVINGS BANK

01-25-CD

VS.

WISOR, RONALD S. and TONYA L.

COMPLAINT IN REPLEVIN

**SHERIFF RETURNS**

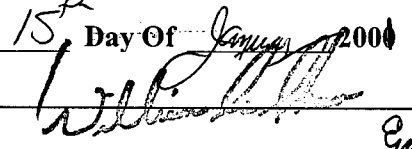
NOW JANUARY 9, 2001 AT 9:28 AM EST SERVED THE WITHIN COMPLAINT IN REPLEVIN ON TONYA L. WISOR, DEFENDANT AT RESIDENCE, 631 SCOFIELD ST., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO TONYA L. WISOR A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN REPLEVIN AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: COUDRIET/RYEN

NOW JANUARY 9, 2001 AT 3:00 PM EST SERVED THE WITHIN COMPLAINT IN REPLEVIN ON RONALD S. WISOR, DEFENDANT AT SHERIFF'S OFFICE, COURTHOUSE CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING RONALD WISOR A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN REPLEVIN AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: SNYDER

**Return Costs**


Cost	Description
30.72	SHFF. HAWKINS PAID BY: ATTY.
20.00	SURCHARGE PD. BY: ATTY.

Sworn to Before Me This

15<sup>th</sup> Day Of January 2001  
  
CWS

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

So Answers,

  
Chester A. Hawkins  
Sheriff

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

C & G SAVINGS BANK

Plaintiff

vs.

RONALD S. WISOR and  
TONYA L. WISOR

Defendants

No. 01-25-CD

PRAECIPE FOR DEFAULT JUDGMENT

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

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

WWR#02073930

**FILED**

MAR 09 2001

William A. Shaw  
Prothonotary

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



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

C & G SAVINGS BANK

Plaintiff

vs.

Civil Action No. 01-25-CD

RONALD S. WISOR and  
TONYA L. WISOR

Defendants

**PRAECIPE FOR DEFAULT JUDGMENT**

TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendants, Ronald S. Wisor and Tonya L. Wisor, above named, in the default of an Answer, in the amount of \$17,112.54 computed as follows:

Amount claimed in Complaint	\$16,508.94
Interest from 11/4/00 to 3/5/01 at the contract interest rate of \$5.03 per diem	\$603.60
<b>TOTAL</b>	<b>\$17,112.54</b>

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

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

By: 

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

WWR#02073930

Plaintiff's address is: c/o Weltman, Weinberg & Reis Co., L.P.A., 2601 Koppers Building, 436 7<sup>th</sup> Avenue, Pittsburgh, PA 15219

And that the last known address of the Defendants is: 66 High Street, P.O. Box 66, Woodland, PA 16881; 631 Scofield Street, Curwensville, PA 16833

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

C & G SAVINGS BANK

Plaintiff

vs.

Civil Action No. 01-25-CD

RONALD S. WISOR and  
TONYA L. WISOR

Defendant

**IMPORTANT NOTICE**

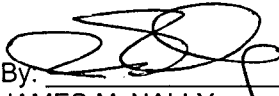
TO: RONALD S. WISOR  
66 HIGH STREET, PO BOX 66  
WOODLAND, PA 16881

Date of Notice: 1/31/01

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

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

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

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

WWR #02073930

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

C & G SAVINGS BANK

Plaintiff

vs.

Civil Action No. 01-25-CD

RONALD S. WISOR and  
TONYA L. WISOR

Defendant

**IMPORTANT NOTICE**


TO: TONYA L. WISOR  
631 SCOFIELD STREET  
CURWENSVILLE, PA 16833

Date of Notice: 2/6/01

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

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

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


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

WWR #02073930

VERIFICATION

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

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

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

WWR#02073930

FILED

MAR 09 2001  
11:21 AM  
William A. Shaw  
Prothonotary

City, Mc Nelly  
\$20.00

not to pay.

Statement City  
@  
K2X

COPY

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

C & G SAVINGS BANK

Plaintiff

vs.

Civil Action No. 01-25-CD

RONALD S. WISOR and  
TONYA L. WISOR

Defendants

NOTICE OF JUDGMENT OR ORDER

TO:    ☐ Plaintiff  
         ☒ Defendant  
         ☐ Garnishee

You are hereby notified that the following  
Order or Judgment was entered against  
you on March 9, 2001

☒ Assumpsit Judgment in the amount  
of \$17,112.54 plus costs.

☐ Trespass Judgment in the amount  
of \$\_\_\_\_\_ plus costs.

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

☒ Entry of Judgment of  
         ☐ Court Order  
         ☐ Non-Pros  
         ☐ Confession  
         ☒ Default  
         ☐ Verdict  
         ☐ Arbitration  
         Award

Prothonotary



By: \_\_\_\_\_  
PROTHONOTARY (OR DEPUTY)

Ronald S. Wisor  
66 High Street, P.O. Box 66  
Woodland, PA 16881

COPY

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

C & G SAVINGS BANK

Plaintiff

vs.

Civil Action No. 01-25-CD

RONALD S. WISOR and  
TONYA L. WISOR

Defendants

NOTICE OF JUDGMENT OR ORDER

TO:    ☐ Plaintiff  
         ☒ Defendant  
         ☐ Garnishee

You are hereby notified that the following  
Order or Judgment was entered against  
you on March 9, 2001

(xx)    Assumpsit Judgment in the amount  
         of \$17,112.54 plus costs.

(    )    Trespass Judgment in the amount  
         of \$\_\_\_\_\_ plus costs.

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

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

Prothonotary

Tonya L. Wisor  
631 Scofield Street  
Curwensville, PA 16833

By:   
PROTHONOTARY (OR DEPUTY)

COPY

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

C & G Savings Bank  
Plaintiff(s)

No.: 2001-00025-CD

Real Debt: \$16,508.94

Atty's Comm:

Vs.

Costs: \$

Int. From:

Ronald S. Wisor  
Tonya L. Wisor  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 9, 2001

Expires: March 9, 2006

Certified from the record this 9th of March, 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

C & G SAVINGS BANK

Plaintiff

vs.

RONALD S. WISOR AND TONYA L. WISOR

Defendants

No. 01-25-CD

PRAECIPE FOR DEFAULT JUDGMENT

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

William T. Molczan  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#02073930

**FILED**

MAY 31 2001

William A. Shaw  
Prothonotary

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

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

C & G SAVINGS BANK

Plaintiff

vs.

Civil Action No. 01-25-CD

RONALD S. WISOR AND TONYA L. WISOR

Defendants

**PRAECIPE FOR DEFAULT JUDGMENT**

TO THE PROTHONOTARY:

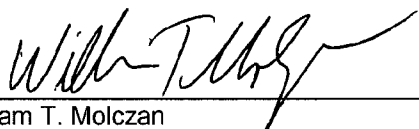
**COUNT I**

Kindly enter Judgment against the Defendants, Ronald S. Wisor and Tonya L. Wisor, above named, in the default of an Answer as follows:

For possession of the mobile home, more particularly identified as a 1986 Tower, Serial Number THPA2070 or in the alternative for damages of \$9,142.52 the value of the vehicle plus continuing finance charges at the aforesaid rate of 5.03% per diem, plus costs.

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

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

By:   
William T. Molczan  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#02073930

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

And that the last known address of the Defendants is: Ronald S. Wisor, 66 High St., POB 66, Woodland, PA 16881  
Tonya L. Wisor, 631 Schofield Street, Curwensville, PA 16833

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

C & G SAVINGS BANK

Plaintiff

vs.

Civil Action No. 01-25-CD

RONALD S. WISOR and  
TONYA L. WISOR

Defendant

**IMPORTANT NOTICE**

TO: RONALD S. WISOR  
66 HIGH STREET, PO BOX 66  
WOODLAND, PA 16881

Date of Notice: 1/31/01

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

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

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

By. 

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

WWR #02073930

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

C & G SAVINGS BANK

Plaintiff

vs.

Civil Action No. 01-25-CD

RONALD S. WISOR and  
TONYA L. WISOR

Defendant

**IMPORTANT NOTICE**


TO: TONYA L. WISOR  
631 SCOFIELD STREET  
CURWENSVILLE, PA 16833

Date of Notice: 2/6/01

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

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

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

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

WWR #02073930

VERIFICATION

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

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

By: 

William T. Molczan

PA I.D. #47437

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

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#02073930

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

COPY

C & G Savings Bank  
Plaintiff(s)

No.: 2001-00025-CD

Real Debt: \$9,142.52

Atty's Comm:

Vs.

Costs: \$

Int. From:

Ronald S. Wisor  
Tonya L. Wisor  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: May 31, 2001

Expires: May 31, 2006

Certified from the record this 31st of May, 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

FILED

MAY 31 2001  
M19571 atty meelcgar  
William A. Shaw  
Prothonotary

PA 620.00

~~62~~ not to Dgs  
Statement to atty

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

C & G SAVINGS BANK

Plaintiff

No. 01-25-CD

vs.

PRAECIPE FOR WRIT OF POSSESSION

RONALD S. WISOR AND TONYA L WISOR

Defendants

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

William T. Molczan, Esquire  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#02073930

**FILED**

28 2001

William A. Shaw  
Prothonotary



FILED

JAN 28 2001

m/g/moigan  
William A. Shaw  
Prothonotary

129

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

WRIT OF POSSESSION

COPY

**C & G Savings Bank**

**Plaintiff(s)**

**Vs.**

**NO.: 2001-00025-CD**

**Ronald S. Wisor and  
Tonya L. Wisor**

**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), C&G Savings Bank:

1986 Tower Mobile home, Serial Number THPA2070.

- (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: C&G Savings Bank  
ATTORNEY FILING: William T. Molczan, Esquire

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

WRIT OF POSSESSION

C & G Savings Bank

Plaintiff(s)

Vs.

NO.: 2001-00025-CD

Ronald S. Wisor and  
Tonya L. Wisor

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), C&G Savings Bank:

1986 Tower Mobile home, Serial Number THPA2070.

- (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 29<sup>th</sup> day of  
June A.D. 2001  
at 10:20 a.m./p.m.

Chester A. Hankins  
Sheriff by Margaret W. Pott

REQUESTING PARTY NAME: C&G Savings Bank  
ATTORNEY FILING: William T. Molczan, Esquire

COPY

FILED

OCT 01 2001

01:35 pm

m A. Shaw  
Prothonotary

FILED

OCT 01 2001

aw  
Prothonotary

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 11195

C & G SAVINGS BANK

01-25-CD

VS.

WISOR, RONALD S.

WRIT OF POSSESSION

**SHERIFF RETURNS**

---

NOW, JULY 20, 2001, AT 8:24 AM O'CLOCK SERVED THE WITHIN WRIT OF POSSESSION ON TONYA L. WISOR, DEFENDANT, AT THE SHERIFF'S OFFICE, 1 NORTH SECOND STREET, SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, 16830, BY HANDING TO TONYA L. WISOR, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF POSSESSION AND MADE KNOWN TO HER THE CONTENTS THEREOF.

NOW, JULY 20, 2001, AT 8:42 AM O'CLOCK SERVED THE WITHIN WRIT OF POSSESSION ON RONALD S. WISOR, DEFENDANT, AT THE SHERIFF'S OFFICE, 1 NORTH SECOND STREET, SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, 16830, BY HANDING TO RONALD S. WISOR, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF POSSESSION AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

NOW, SEPTEMBER 28, 2001, RETURN WRIT AS BEING SERVED, PAID COSTS FROM ADVANCE AND MADE REFUND OF UNUSED ADVANCE TO THE ATTORNEY.

SHERIFF HAWKINS \$45.30

SURCHARGE \$20.00

PAID BY ATTORNEY

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket #

11195

C & G SAVINGS BANK

01-25-CD

VS.

WISOR, RONALD S.

WRIT OF POSSESSION

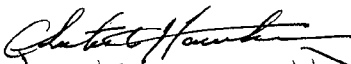
SHERIFF RETURNS

Sworn to Before Me This

1st Day of October 2001  


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

So Answers,

  
by Margaret N. Pratt  
Chester A. Hawkins  
Sheriff