

01-145-CD
NATIONAL CITY BANK -vs- SHIRLEY A. HOWELL a/k/a SHIRLEY HOWELL

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

NATIONAL CITY BANK

Plaintiff

vs.

SHIRLEY A. HOWELL A/K/A SHIRLEY HOWELL

Defendant

No. 01-145-CD

No. C0048CV2000008286

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#01990542

FILED

JAN 29 2001

William A. Shaw
Clerk

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

NATIONAL CITY BANK

Plaintiff

vs.

Civil Action No. C0048CV2000008286

SHIRLEY A. HOWELL A/K/A SHIRLEY HOWELL

Defendant

COMPLAINT IN REPLEVIN AND NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by 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 SERVICE
Clearfield County Bar Association
P.O. Box 186
Harrisburgh, PA 17108
1-800-692-7375

COUNT I - REPLEVIN

1. Plaintiff is a corporation having offices at 6750 Miller Road, Brecksville, Ohio 44141.
2. Defendant is an adult individual residing at 1109 Willow Drive, Clearfield, Northampton County, Pennsylvania 16830.
3. Plaintiff is the holder of a Motor Home Installment Sale Contract Without Real Estate (hereinafter the "Contract") secured by a mobile home duly executed and delivered by Defendant in favor of Showcase Mobile Homes, Inc. on or about April 25, 1998. A true and correct copy of the Contract and Security Agreement is attached hereto, marked as Exhibit "1" and made a part hereof.
4. Pursuant to said Contract and Security Agreement, Defendant took possession of the mobile home more particularly identified in the Contract as a 1998 Commodore 80x16 Parkhill, Serial Number CW33129A.
5. Showcase Mobile Homes, Inc. subsequently assigned its right, title and interest in said Installment Sale Contract and Security Agreement to Plaintiff.
6. Under the terms of the Contract, Defendant was to make two hundred forty (240) consecutive monthly payments of \$277.41 beginning May 25, 1998.
7. The total amount due to Plaintiff pursuant to the Contract was \$66,578.40.

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

9. Defendant is in default of the terms and conditions of the Contract because Defendant has failed to make the required monthly payments since June 21, 2000.

10. 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.

11. Defendants have made partial payment under the Contract leaving an unpaid balance in the amount of \$28,918.56 as of June 21, 2000.

12. Plaintiff avers that the Contract provides for finance charges at the rate of 7.84% per annum.

13. Plaintiff avers that finance charges from June 21, 2000 to July 21, 2000 amount to \$188.93.

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

15. By virtue of Defendant's default, Plaintiff has an immediate right to possession of the mobile home covered by the Security Agreement the value of which is \$25,752.48, plus continuing finance charges at the aforesaid rate of 7.84% per annum.

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

WHEREFORE, Plaintiff prays for Judgment against Defendant, individually, in Count I of this Complaint In Replevin, as follows:

A. For possession of the mobile home, more particularly identified as a 1998 Commodore 80x16 Parkhill, Serial Number CW33129A or, in the alternative for damages of \$25,752.48 the value of the mobile home plus continuing finance charges at the aforesaid rate of 7.84% per annum, 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

17. 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.

18. In the alternative to Count I, Plaintiff pleads an action in contract as a result of Defendant's default for the accelerated balance due under the Contract in the amount of \$29,107.49, plus appropriate additional finance charges at the rate of 7.84% per annum on the balance due from July 21, 2000 and costs.

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

20. Plaintiff avers that such attorneys' fees amount to \$200.00 to date and will continue to accrue.

21. Contemporaneously hereunder, Defendant has 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 Defendant, individually, in the amount of \$29,307.49 plus continuing finance charges at the aforesaid rate of 7.84% per annum from July 21, 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#:01990542

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

46-5731531659

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all scheduled payments.	Total Sale Price The total cost of your purchase on credit, including your downpayment
10.50 %	\$ 38,793.00	\$ 27,785.40	\$ 66,578.40	of \$ 6,000.00 \$ 72,578.40

Your Payment Schedule will be:

No. of Payments	Amount of Payments	When Payments Are Due
240	\$ 277.41	25th each month
	\$	Monthly, beginning May 25, 19 98

Security: You are giving a security interest in the mobile home being purchased.

Prepayment: If you pay off early, you will not have to pay a penalty.

Filing Fees: \$ 5.00

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

Assumption: Someone buying your Mobile Home cannot 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.

In this Contract,
we are

the SELLER, Showcase Mobile Homes, Inc., R.D. #1, Shippenville, PA 16254

Name

Address

Zip Code

You are the BUYER(S), Shirley A. Howell, 1109 Willow Drive, Clearfield, PA 16830

Name(s)

Address(es)

Zip Code(s)

PROMISES JOINT AND SEVERABLE: If there is more than one Buyer, each of you promises, separately and together, to pay all sums due us and to perform all agreements in this Contract.

TRADE-IN:

You have traded in
the following vehicle:

N/A

If a balance is still owing on the vehicle you have traded in, the Seller will pay off this amount on your behalf. You warrant and represent to us that any trade-in is free from lien, claim, encumbrance or security interest, except as shown above as the amount "Still Owing."

PROPERTY INSURANCE: You may choose the person through whom insurance is obtained against loss or damage to the Vehicle and against liability arising out of use or ownership of the Vehicle. If you obtain property insurance through us, the premium costs for the insurance terms indicated below are included in the item called To Property Insurance Company of the ITEMIZATION OF AMOUNT FINANCED section of this Contract. In the section called YOUR PROMISES ABOUT INSURANCE on the reverse side of this Contract, you are promising to insure the Vehicle and keep it insured.

Mobile Home	Physical Damage Ins.	\$	Term	Mos.	Other	(Describe)	\$	Term	Mos.
Comprehensive on	Mobile Home	\$	Term	Mos.	Other	(Describe)	\$	Term	Mos.
Fire and	Thft	\$	Term	Mos.	TOTAL	CHARGES	\$		

CREDIT INSURANCE IS NOT REQUIRED: Credit Life Insurance is not required to obtain credit, and will not be provided unless you sign below and agree to pay the additional cost. Please read the NOTICE OF PROPOSED CREDIT INSURANCE on the reverse side. Your insurance certificate or policy will allow you the MAXIMUM amount of insurance available.

Credit Life Insurance will ☐ not be provided. ☐ be provided for the term of the credit. ☐ be provided for _____ months.

By signing, you select Single Credit Life Insurance, What is your age? _____ Years
which costs \$ _____

By signing, you both select Joint Credit Life Insurance, which costs \$ _____ What are your ages? _____

Signature of Buyer to be insured for Single Credit Life Insurance

1. _____
2. _____
Signatures of both Buyers to be insured for Joint Credit Life Insurance

Insurer:

VEHICLE: You agree to purchase, under the terms of this Contract, the following mobile home and its appliances, furniture, equipment and fixtures, which is called the "Vehicle" or "Mobile Home" in this Contract.

N/U	Year and Manufacturer	Length & Width	Color & Model	Serial Number
	New 1998 Commodore	80 x 16	Grey/Parkhill	CW33129A

Equipped

with As per Manufacturer's Invoice

ASSIGNEE: We may assign this Contract and Security Agreement to the Assignee named in this section, which is the "Assignee." If at any time the owner of the Contract assigns the Contract to another assignee, the term then refers to such other assignee. After the Assignment, all rights and benefits of the Seller in this Contract and in the Security Agreement shall belong to and be enforceable by the Assignee. The Assignee is:

IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE THE MOBILE HOME AND PROPERTY THAT YOU BOUGHT WITH THIS CONTRACT, AND/OR MONEY ON DEPOSIT WITH THE ASSIGNEE.

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

Itemization of Amount Financed

Cash Price	\$ 33,726.40
Cash Downpayment	\$ 6,000.00
Net Trade-In	\$.00
Total Downpayment	\$ 6,000.00
Unpaid Cash Price Balance	\$ 27,726.00
To Credit Insurance Company	\$.00
To Property Insurance Company	\$.00
To Public Officials for:	
License, Tags and Registration	\$ 22.50
Lien Fee	\$ 5.00
To Title Fees	\$ 22.50
To Flood Search	\$ 9.00
To _____	\$ _____
To _____	\$ _____
To _____	\$ _____

Amount Financed	\$ 27,785.40
Finance Charge	\$ 38,793.00
Total of Payments (Time Balance)	\$ 66,578.40
Payment Schedule - You agree to pay to us the Amount Financed plus interest in	240 uninterrupted monthly

tell you the MAXIMUM amount of insurance available.

Credit Life Insurance will ☐ not be provided, ☐ be provided for the term of the credit, ☐ be provided for _____ months.

By signing, you select Single Credit Life Insurance, What is your age? _____ Years which costs \$ _____

By signing, you both select Joint Credit Life Insurance, which costs \$ _____ What are your ages? _____

Signature of Buyer to be insured for Single Credit Life Insurance

1. _____

2. _____

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

Insurer:

VEHICLE: You agree to purchase, under the terms of this Contract, the following mobile home and its appliances, furniture, equipment and fixtures, which is called the "Vehicle" or "Mobile Home" in this Contract.

N/U	Year and Manufacturer	Length & Width	Color & Model	Serial Number
	New 1998 Commodore	80' x 16	Grey/Parkhill	CW33129A

Equipped

with As per Manufacturer's Invoice

ASSIGNEE: We may assign this Contract and Security Agreement to the Assignee named in this section, which is the "Assignee." If at any time the Owner of the Contract assigns the Contract to another assignee, the term then refers to such other assignee. After the Assignment, all rights and benefits of the Seller in this Contract and in the Security Agreement shall belong to and be enforceable by the Assignee. The Assignee is:

NATIONAL CITY BANK OF PENNSYLVANIA

CO-SIGNER: Any person signing the Co-Signer's Agreement below promises separately and together with all Co-Signer(s) and Buyer(s), to pay all sums due and to perform all agreements in this Contract. Co-Signer will not be an Owner of the Vehicle.

CO-OWNER: Any person signing the Co-Owner's Security Agreement below gives us a security interest in the Vehicle and agrees separately and together with all Co-Owner(s) and Buyer(s), to perform all agreements in the Security Agreement and all other parts of this Contract except the "Promise to Pay" section.

TERMS: The terms shown in the boxes above are part of this Contract.

PROMISE TO PAY: 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. You promise to make payments in accordance with the Payment Schedule. You promise to make payments on or before the same day of each month as the first payment due date. You agree to pay all other amounts which may become due under the terms of this Contract. You agree to pay the Seller or Assignee costs of suit. You also agree to pay reasonable attorneys' fees if Seller or Assignee hires an attorney to collect amounts due under this Contract or to protect or get possession of the Vehicle. You agree to make payments at the place or to send payments to the address which the Assignee most recently specifies in the written notice to you.

SECURITY AGREEMENT: To secure the payment of all sums due and the performance of a required obligations under this Contract, you give a security interest in the Vehicle, in a appliances, furniture, equipment and fixtures (called "accessions") attached to the Vehicle at an later time, and in any proceeds of the Vehicle, including insurance proceeds. The Assignee may set-off any amounts due and unpaid under this Contract against any of your money on deposit with Assignee. This includes any money which is now or may in the future be deposited with Assignee by you. Assignee may do this without any prior notice to you.

ADDITIONAL TERMS AND CONDITIONS: THIS CONTRACT CONTINUES ON THE REVERSE SIDE YOU ARE OBLIGATED TO ALL THE TERMS OF THE 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.

NOTICE TO BUYER—DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

SELLER Showcase Mobile Homes, Inc.

BUYER Sherley G. Howell (SEAL) 4-25-98 Date

BUYER _____ (SEAL) _____ Date

CO-SIGNER'S AGREEMENT: YOU SHOULD READ THE NOTICE TO CO-SIGNER, WHICH HAS BEEN GIVEN TO YOU ON A SEPARATE DOCUMENT, BEFORE SIGNING THIS AGREEMENT. You, the person (or persons) signing below as "Co-Signer," promise to pay to us all sums due on this Contract and to perform all agreements in this Contract. You intend to be legally bound by all the terms of this Contract, separately and together, with the Buyer. You are making this promise to induce us to make this Contract with the Buyer, even though we will use the proceeds only for the Buyer's benefit. You agree to pay even though we may not have made any prior demand for payment on the Buyer or exercised our security interest.

Co-Signer's Signature _____ (SEAL)

Address _____ Date _____

Co-Signer's Signature _____ (SEAL)

Address _____ Date _____

CO-OWNER'S SECURITY AGREEMENT: You, the person signing below as "Co-Owner," together with the Buyer or otherwise being all of the Owners of the Vehicle, give us a Security Interest in the Vehicle identified above. You agree to be bound by the terms of the Security Agreement and all other parts of this Contract except the "Promise To Pay" section. You are giving us the security interest to induce us to make this Contract with the Buyer, and to secure the payment by the Buyer of all sums due on this Contract. You will not be responsible for any deficiency which might be due after repossession and sale of the Vehicle.

Co-Owner's Signature _____ (SEAL)

Address _____ Date _____

BUYER, CO-SIGNER AND CO-OWNER, AS APPLICABLE, ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS CONTRACT AT THE TIME OF SIGNING.

BUYER Sherley G. Howell

BUYER

CO-SIGNER

CO-SIGNER OR CO-OWNER

ADDITIONAL TERMS AND CONDITIONS

1. **HOW THE TOTAL OF PAYMENTS IS COMPUTED:** The Total of Payments is the sum of the Amount Financed and the Finance Charge. The Finance Charge consists solely of interest computed daily on the outstanding balance of the Amount Financed. The Finance Charge shown on the front side has been computed on the assumption that we will receive all payments on their scheduled due dates.

2. **COMPUTING INTEREST:** We will charge interest on a daily basis on the outstanding balance subject to interest on each day of the loan term. The daily interest rate is equal to the Annual Percentage Rate divided by 365. Borrower agrees that because interest is calculated on a daily basis, late payments will result in additional interest (and, if applicable, a late charge). Early payments will result in less interest being charged. Early and/or late payments will cause the amount of the final payment to change.

3. **LATE CHARGE:** Buyer agrees to pay a late charge for any payment not made within 10 days after its due date. The late charge will be 2% per month on the unpaid amount of the payment. We will consider any part of a month in excess of 10 days to be a full month. The late charge will be due when earned. No late charge will be due if the reason that the payment is late is because, after default, the entire outstanding balance on this Contract is due. No late charge will be due if the only reason that the payment is late is because of a late charge assessed on an earlier payment.

4. **APPLICATION OF PAYMENTS:** We will apply payments in the following order of priority: interest, late charges, fees and then principal.

5. **PREPAYMENT:** You may prepay, in full or in part, the amount owed on this Contract at any time without penalty. If you prepay the Contract in part, you agree to continue to make regularly scheduled payments until you pay all amounts due under this Note. This will reduce the number of payments you will make. If you prepay in full, we will refund to you any unearned credit insurance premium you paid.

5. WAIVERS.

a. **WAIVER BY SELLER AND ASSIGNEE:** We and Assignee waive the right to treat any property as security for the repayment of this Contract, except for the Vehicle and the other security specifically mentioned in this Contract.

b. **WAIVERS BY BUYER, CO-SIGNER AND CO-OWNER:** You agree to make all payments on or before they are due without our having to ask. You give up any right you may have to require that we enforce our rights against some other person or property before we enforce our rights against you. You agree that we may give up our rights against some other person but not against you. You waive due diligence in collection and all defenses based on suretyship and impairment of collateral or security.

7. **INTEREST AFTER MATURITY AND JUDGMENT:** Interest at the rate provided in this Contract shall continue to accrue on the unpaid balance until paid in full, even after maturity and/or after we get a judgment against you for the amounts due. This will apply even if the maturity occurs because of acceleration. If at any time interest as provided for in this paragraph is not permitted by law, interest shall accrue at the highest rate allowed by applicable law beginning at that time.

8. **YOUR PROMISES ABOUT OUR SECURITY INTEREST:** 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. You will not sell or give away the vehicle. If someone puts a lien on the Vehicle, you will pay the obligation and clear the lien.

9. **YOUR PROMISES ABOUT THE VEHICLE:** 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 reduce its value, other than for normal wear and use. You will not use the Vehicle for illegal purposes or for hire or lease. You will not move the Vehicle from your address shown on the front of this Contract to a new permanent place without notifying us in advance. You will permit us to inspect the Vehicle at any reasonable time. You agree that the Vehicle will, at all times until this Contract is paid in full, remain personal property. You agree to place the Vehicle in such a way that it can be removed without substantial damage or impairment of its value. If you plan to place the Vehicle on a premises you are leasing, you must obtain a Landlord's Waiver satisfactory to us. The Landlord's Waiver must permit us to enter on the premises and to repossess the Vehicle if we have the right to do so under this Contract, even if you are in default of your lease. You agree that you must perform your promises under the Contract even if the Vehicle is lost, damaged or destroyed.

10. **YOUR PROMISES ABOUT INSURANCE:** You will keep the Vehicle insured against fire, theft and other hazards including flood, as required by law, if the Vehicle is located in a special flood hazard area, against which owner's customarily insure such Vehicles 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 name us as "loss-payee" on the policy. 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 written notice of any cancellation or reduction in coverage. On request, you shall deliver the policy or other evidence of insurance coverage to us. In the event of any loss or damage to the Vehicle, you will immediately notify us in writing and file a proof of loss with the insurer. We may file a proof of loss on your behalf if you fail or refuse to do so. We may endorse your name to any check, draft or other instrument we receive in payment of an insured loss or return insurance premiums. We may apply any insurance proceeds we receive to repair or replace the Vehicle if, in our opinion, it is economically feasible and you are not then in default under this Contract. Otherwise, we will apply the insurance proceeds to reduce the unpaid balance due us.

11. **OUR PROMISES ABOUT INSURANCE:** This paragraph applies only if we have contracted to purchase physical damage, comprehensive, fire and/or theft 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, the 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 and give you a copy of any insurance policy we obtain 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.

12. **OUR RIGHTS IF YOU BREAK YOUR PROMISES ABOUT THE SECURITY INTEREST, VEHICLE OR INSURANCE:** If you fail to keep your promises to pay filing fees, taxes, liens or the costs necessary to keep the Vehicle in good condition and repair, we may advance any money you promised to pay. If you fail to keep your promises about required insurance we may advance money to obtain insurance to cover loss or damage to the Vehicle. We have the choice of whether or not to advance any money for these purposes. Such insurance will be limited to an amount not greater than you owe on this Contract. We will add any money we advance on your behalf to the balance on which we impose Finance Charges at the Annual Percentage Rate of this Contract. You agree to repay the money advanced as we alone may specify: (i) immediately on demand, or (ii) along with your monthly payments. If we choose to allow you to repay the money advanced along with your monthly payments, we can choose the amount of these payments and how long you have to repay. If any of our rights stated in this paragraph is not permitted by law, we still have the other rights mentioned. Our payments on your behalf will not cure your failure to perform your promises in this Contract. The promises you made in the sections above called **YOUR PROMISES ABOUT THE VEHICLE** and **YOUR PROMISES ABOUT INSURANCE** and our rights under this section shall not merge with any judgment entered in any legal action and shall apply until all amounts owed are paid in full.

13. **DEFAULT:** In this paragraph "You" means the Buyer, Co-Signer and Co-Owner, or any one of them. You will be in "Default" of the Contract if any one or more of the following things happen:

- You do not make any payment on or before it is due; or
- You do not keep any promise you made in this Contract; or
- You do not keep any promise you made in another Contract, Note, Loan or Agreement with Seller or Assignee; or
- You made any untrue statement in the credit application for this Contract; or
- You committed any forgery in connection with this Contract; or
- You die, are convicted of a crime involving fraud or dishonesty, or are found by a court with jurisdiction to do so to be incapacitated; or
- You file bankruptcy or insolvency proceedings, or anyone files bankruptcy or insolvency proceedings against you; or
- You take the Vehicle outside the United States or Canada without our written consent; or
- You use the Vehicle or allow someone else to use it in a way that causes it not to be covered by your insurance; or
- You do something that causes the Vehicle to be subject to confiscation by government authorities; or
- The Vehicle is lost, stolen, destroyed or damaged beyond economical repair, and not fixed or found within a reasonable time; or
- Another creditor tries to take the Vehicle or your money on deposit with Assignee by legal process.

14. **OUR RIGHTS IF YOU ARE IN DEFAULT OF THIS CONTRACT:** If you are in Default of this Contract, we may enforce our rights according to law, after we have given you any applicable notice and/or right to cure as required by law. We may also do the things specifically mentioned in this Contract. We may do one of these things and at the same time or later do another. Some of the things we may do are the following:

- ACCELERATION:** We can demand that you pay to us the entire unpaid balance owing on the Contract and all unpaid Finance Charges and other money due. You agree that you will pay this money to us in one single payment immediately upon receiving our demand.
- REPOSSESSION:** We can repossess the Vehicle, unless prohibited by law. We can do this ourselves, have a qualified person do it for us, or have a government official (by replevin) do it for us. You agree that we can peaceably come on to your property to do this. We may take any other things found in the Vehicle, but will return these things to you if you ask. If you want these things back, you agree to ask us in a letter sent to us by certified mail within 24 hours. If you do not send us this letter, you give up any claim to these things. You agree that we may use your license plates in repossessing the Vehicle and taking it to a place for storage.
- VOLUNTARY DELIVERY:** We can ask you to give us the Vehicle at a reasonably convenient place. You agree to give us the Vehicle if we ask.
- DELAY IN ENFORCEMENT:** We can delay enforcing our rights under this Contract without losing any rights.

15. **SOME THINGS YOU SHOULD KNOW IF WE REPOSSESS THE VEHICLE:** If we repossess without using a government official (by replevin):

- NOTICE:** We will send you a Notice of Repossession to your last address we know about. This Notice will tell you how to buy back (redeem) the Vehicle. This Notice will tell you other information required by law.
- CURE:** You have the right to cure your Default at any time before we sell the Vehicle. If you cure your Default, the Contract will remain in effect as though the Default had not occurred.
- REDEMPTION:** You have the right to buy back (redeem) the Vehicle with 15 days of mailing the Notice of Repossession and at any later time before we sell the vehicle.
- SALE:** If you do not cure your Default or redeem, you give up all claim to and we will sell the Vehicle. The money received at sale will be used to pay costs and expenses, and then to pay the amount you owe on this Contract.
- SURPLUS OR DEFICIENCY:** If there is money left, we will pay it to the Buyer. If there is not enough money from the sale to pay what you owe, Buyer and Co-Signer agree to pay what is still owed to us.
- EXPENSES:** We have the right to charge you, and you agree to pay the costs of repossessing, storing, repairing, preparing for sale and selling the Vehicle as may be allowed by law. These costs will only be due if:

- Default exceeds fifteen (15) days at the time of repossession;
- The amount of costs are actual, necessary and reasonable; and
- We can prove the costs were paid.

16. **HEIRS AND PERSONAL REPRESENTATIVES BOUND:** After your death, this Contract shall be enforceable against your heirs and personal representatives of your estate.

17. **GOVERNING LAW:** This Contract is to be interpreted according to the law of Pennsylvania.

18. **SEVERABILITY OF PROVISIONS:** If for any reason any part of this Contract shall become illegal, void or unenforceable, that part shall not be a part of this Contract.

19. **ASSIGNMENT BY BUYER:** Buyer shall not assign this Contract.

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

destroyed.

10. YOUR PROMISES ABOUT INSURANCE: You will keep the Vehicle insured against fire, theft and other hazards including flood, as required by law, if the Vehicle is located in a special flood hazard area, against which owner's customarily insure such Vehicles 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 name us as "loss-payee" on the policy. 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 written notice of any cancellation or reduction in coverage. On request, you shall deliver the policy or other evidence of insurance coverage to us. In the event of any loss or damage to the Vehicle, you will immediately notify us in writing and file a proof of loss with the insurer. We may file a proof of loss on your behalf if you fail or refuse to do so. We may endorse your name to any check, draft or other instrument we receive in payment of an insured loss or return insurance premiums. We may apply any insurance proceeds we receive to repair or replace the Vehicle if, in our opinion, it is economically feasible and you are not then in default under this Contract. Otherwise, we will apply the insurance proceeds to reduce the unpaid balance due us.

11. OUR PROMISES ABOUT INSURANCE: This paragraph applies only if we have contracted to purchase physical damage, comprehensive, fire and/or theft 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, the 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 and give you a copy of any insurance policy we obtain 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.

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 will be applicable to this Contract if so marked on the front of this Contract, and the coverage will be written by the insurance company named. This insurance, subject to acceptance by the insurer, covers only the person or persons signing the request for such insurance. The amount of charge is indicated for the Credit Insurance to be purchased. The term of insurance will commence as of the date the indebtedness is incurred and will expire on the original scheduled maturity date of the indebtedness, unless a shorter term is so marked on the front of this Contract. 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 when due.

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION.

THE PROVISION BELOW IS NOT PART OF THE PENNSYLVANIA MOBILE HOME INSTALLMENT SALE CONTRACT BETWEEN THE BUYER AND SELLER.

ASSIGNMENT

To induce you, the "Assignee" identified on the face 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, the signatures thereon are not forgeries, 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 and extra 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, other credit advanced by us to Buyer or rebates or similar payments from us to the Buyer (however manufacturer rebates may constitute all or a part of the downpayment); all warranties and statements therein are true; there is owing thereon the Amount Financed plus interest at the Annual Percentage Rate of the Contract 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 and with any other federal or state law, rule or regulation applicable to this Contract; a mobile home title certificate showing a lien or encumbrance in favor of Assignee has been or will be applied for promptly; the Buyer(s) named in the within Contract is (are) personally known to the Seller to be the same identical person(s) whose signature(s) is (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 said Contract from Assignee, on demand, and will pay therefor, in cash, the amount owing thereon, computed as set forth below, 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 the Buyer by Seller, or that Seller refuses to honor any warranty or service agreement of Seller or manufacturer, Seller agrees that, on 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 below, and Seller further agrees to hold Assignee harmless from any other claims of Buyer, including attorneys' fees, costs and expenses incurred in defending against claims asserted by Buyer and including claims for refund of payments made by Buyer to Assignee. If the Seller contracts to purchase property insurance on behalf of the Buyer, and that insurance is cancelled by the insurance company prior to its scheduled expiration date, Seller will attempt to place comparable coverage with another insurance company on behalf of the Buyer. If Seller is unable to do so, Seller will notify Buyer and pay to Buyer any additional costs incurred by the Buyer in obtaining replacement insurance for the unexpired period of the original insurance policy. By delivering this Contract to the Assignee and accepting payment for it, Seller authorizes the Assignee to complete or correct the identification of the Assignee in this Assignment to reflect the true Assignee who purchased this Contract, and/or to sign Seller's name to this Assignment, without recourse, if the Assignment has been delivered without Seller's signature.

In the event that Seller is required by this Assignment to repurchase the Contract and/or Vehicle, Seller shall pay to Assignee, in cash, the full unpaid balance of the Contract as of the date of repurchase, plus any then earned Finance Charge and any and all costs and expenses paid or incurred by Assignee in respect thereto, including reasonable attorneys' fees, in connection with claims by or against any Buyer, Owner or persons in possession of the Vehicle and/or by or against Seller.

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. Unless Seller marks either of the endorsements below, titled "WITH FULL RECOURSE" or "WITH REPURCHASE," Seller's assignment shall, except for the provisions of the paragraph titled "Assignment," be without recourse.

☐ **WITH FULL RECOURSE**—Seller agrees that, in addition to the paragraph above titled "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, on demand by Assignee, forthwith repurchase the Contract from Assignee for a repurchase price, in cash, computed as set forth above.

☐ **WITH REPURCHASE**—Seller agrees that, in addition to the provisions of the paragraph above titled "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 delivered to Seller, 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, computed as set forth above.

If Seller has a separate agreement with Assignee, that agreement will govern.

By signing below, we agree to the terms of the Assignment.

Seller Showcase Mobile Homes, Inc. By L. Susan Little, Sec. 4-25-98

Date

THIS DOCUMENT CONTAINS A WATERMARK OF THE LIBERTY BELL

001595219

46-995-5731531659

COMMONWEALTH OF PENNSYLVANIA									
DEPARTMENT OF TRANSPORTATION									
CERTIFICATE OF TITLE FOR A VEHICLE									
14,400									
981470011001050-002									
CHITL PA		98		COMMODORE		5234381901 HO			
VEHICLE IDENTIFICATION NUMBER		YEAR		MAKE OF VEHICLE		TITLE NUMBER			
MH		L		VA		6/23/98		EXEMPT	
BODY TYPE		DUP		SEAT CAP		PRIOR TITLE STATE		ODOM. PROCD. DATE	
6/23/98		6/23/98							
DATE PA TITLED		DATE OF ISSUE		UNLOADED WEIGHT		GVWR		GCWR	
								TITLE BRANDS	
ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW									
REGISTERED OWNER(S)									
SHIRLEY A HOWELL									
1109 WILLOW DR									
CLEARFIELD PA 16830									
FIRST LIEN FAVOR OF:					SECOND LIEN FAVOR OF:				
NATIONAL CITY BANK OF PA									
FIRST LIEN RELEASED					BY				
DATE					AUTHORIZED REPRESENTATIVE				
MAILING ADDRESS					BY				
					AUTHORIZED REPRESENTATIVE				
NATIONAL CITY BANK OF PA									
6750 MILLER ROAD									
BRECKSVILLE OH 44141									
I certify as of the date of issue, the official records of the Pennsylvania Department of Transportation reflect that the person(s) or company named herein is the lawful owner of the said vehicle.									
D. APPLICATION FOR TITLE AND LIEN INFORMATION -									
SUBSCRIBED AND SWORN TO BEFORE ME					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".				
MO. DAY YEAR					A <input type="checkbox"/> Joint Tenants with Right of Survivorship (on death of one owner, title goes to the surviving owner).				
SIGNATURE OF PERSON ADMINISTERING OATH					B <input type="checkbox"/> Tenants in Common (on death of one owner, interest of deceased owner goes to his or her heirs or estate).				
SIGN IN PRESENCE OF A NOTARY					1ST LIEN DATE: → IF NO LIEN, CHECK <input type="checkbox"/>				
					1ST LIENHOLDER				
					STREET				
					CITY STATE ZIP				
					FINANCIAL INSTITUTION NUMBER				
The undersigned hereby makes application for Certificate of Title to the vehicle described above, subject to the encumbrances and other legal claims set forth here.					2ND LIEN DATE: → IF NO LIEN, CHECK <input type="checkbox"/>				
					2ND LIENHOLDER				
					STREET				
SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER					CITY STATE ZIP				
SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORIZED					FINANCIAL INSTITUTION NUMBER				
EXHIBIT									
STORE IN A SAFE PLACE - IF LOST APPLY FOR A DUPLICATE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE									

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 Cindy Vranesevic
(Name)

Supervisor of National City 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 in Civil Action are true and correct to the best of his/her knowledge, information and belief.


(Signature)

FILED

JAN 29 2001

William A. Shaw
Prothonotary

Att. McNelly

pd \$80.00

McC. Sherry

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10642

NATIONAL CITY BANK

01-145-CD

VS.

HOWELL, SHIRLEY A. A/K/A SHIRLEY HOWELL

COMPLAINT IN REPLEVIN

SHERIFF RETURNS

NOW FEBRUARY 6, 2001 AT 10:15 AM EST SERVED THE WITHIN COMPLAINT IN REPLEVIN ON SHIRLEY A. HOWELL A/K/A SHIRLEY HOWELL, DEFENDANT AT SHERIFF'S DEPARTMENT, COURTHOUSE, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING SHIRLEY A. HOWELL A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN REPLEVIN AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: SHULTZ

Return Costs

Cost Description

20.34 SHFF. HAWKINS PAID BY: ATTY.

10.00 SURCHARGE PAID BY: ATTY.

FILED

FEB 12 2001
01140
William A. Shaw
Prothonotary

EJB

Sworn to Before Me This

12th Day Of February 2001
William A. Shaw

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

So Answers,

Chester A. Hawkins
by Marilyn Harris
Chester A. Hawkins
Sheriff

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

NATIONAL CITY BANK

Plaintiff

vs.

SHIRLEY A. HOWELL A/K/A SHIRLEY HOWELL

Defendant

01-145-CD
No. C0048CV2000008286

PRAECIPE FOR DEFAULT JUDGMENT

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#01990542

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

FILED

APR 27 2001

William A. Shaw
Prothonotary

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

NATIONAL CITY BANK

Plaintiff

vs.

Civil Action No. C0048CV2000008286

SHIRLEY A. HOWELL A/K/A SHIRLEY HOWELL

Defendant

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

COUNT I

Kindly enter Judgment against the Defendant, Shirley A. Howell a/k/a Shirley Howell, above named, in the default of an Answer as follows:

For possession of the vehicle, more particularly identified as a 1998 Commodore 80x16 Parkhill, Serial Number CW33129A or in the alternative for damages of \$25,752.48 the value of the vehicle plus continuing finance charges at the aforesaid rate of 7.84% per annum plus costs.

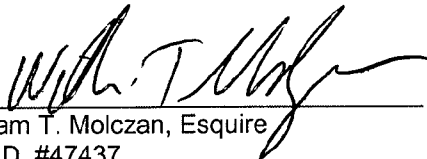
COUNT II

Kindly enter Judgment against the Defendant, Shirley A. Howell a/k/a Shirley Howell, above named, in the default of an Answer, in the amount of \$25,204.57 as follows:

Amount claimed in Complaint	\$29,307.49
Interest from 7/21/00 to 4/16/01 at the contract interest rate of 7.84% per annum	\$1,689.71
Less Payments received	\$-5,792.63
TOTAL	\$25,204.57

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, 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#01990542

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

And that the last known address of the Defendant is: 1109 Willow Drive, Clearfield, PA 16830

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

NATIONAL CITY BANK

Plaintiff

vs.

Civil Action No. 01-145-00

SHIRLEY A. HOWELL A/K/A SHIRLEY HOWELL

Defendant

IMPORTANT NOTICE


TO: Shirley A. Howell
1109 Willow Drive
Clearfield, PA 16830

Date of Notice: 3/5/01

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
(800) 692-7375

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

By: 
James McNally, Esquire
WELTMAN, WEINBERG & REIS, CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR #01990542

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

VERIFICATION

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

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

By: 

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#01990542

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

NATIONAL CITY BANK

Plaintiff

vs.

01-145-CD
Civil Action No. C0048CV2000008286

COPY

SHIRLEY A. HOWELL A/K/A SHIRLEY HOWELL

Defendant

NOTICE OF JUDGMENT OR ORDER

TO: ☐ Plaintiff
☒ Defendant
☐ Garnishee

You are hereby notified that the following
Order or Judgment was entered against
you on April 27, 2001

(xx) Assumpsit Judgment as to Count I for possession of the vehicle
more particularly identified as a 1998 Commodore 80x16 Parkhill, Serial
Number CW33129A or in the alternative damages of \$25,752.48 the value
of the vehicle plus continuing finance charges at the aforesaid rate of
7.84% per annum plus costs and Assumpsit Judgment in the amount of
\$25,204.57 on Count II 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

Shirley A. Howell
1109 Willow Drive
Clearfield, PA 16830

By: _____

PROTHONOTARY (OR DEPUTY)

COPY

FILED 1 cc Atty
APR 27 2000
MAY 17 2000
William A. Shaw Notice to Def.
Prothonotary Statement to Atty
Ed
Shaw

COPY

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

National City Bank
Plaintiff(s)

No.: 2001-00145-CD

Real Debt: \$25,204.57

Atty's Comm:

Vs.

Costs: \$

Int. From:

Shirley A. Howell a/k/a
Shirley Howell
Defendant(s)

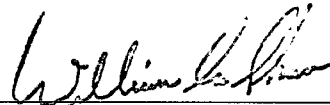
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: April 27, 2001

Expires: April 27, 2006

Certified from the record this 27th day of April, 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

NATIONAL CITY BANK

Plaintiff

vs.

SHIRLEY A. HOWELL A/K/A SHIRLEY HOWELL

Defendant

01-145-c2
No. C0048CV2000008286

PRAECIPE FOR WRIT OF POSSESSION

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#01990542

FILED

MAY 17 2001

William A. Shaw
Prothonotary

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

NATIONAL CITY BANK

Plaintiff

vs.

Civil Action No. C0048CV2000008286

SHIRLEY A. HOWELL A/K/A SHIRLEY HOWELL

Defendant

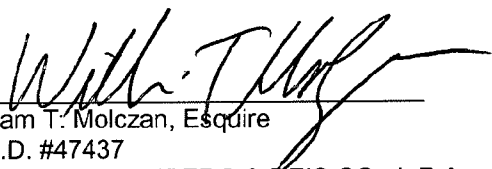
PRAECIPE FOR WRIT OF POSSESSION

TO THE PROTHONOTARY:

Kindly issue a Writ of Possession in the above matter directed to the Sheriff of Clearfield County, PA...

1. To deliver possession of the vehicle more particularly identified as a 1998 Commodore 80x16 Parkhill,
Serial Number CW33128A.

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

By: 
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#01990542

DATED: May 8, 2001

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

COPY

WRIT OF POSSESSION

National City Bank

Plaintiff(s)

Vs.

NO.: 2001-00145-CD

**Shirley A. Howell a/k/a
Shirley Howell**

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)

the vehicle more particularly identified as a 1998 Commodore 80x16 Parkhill, Serial Number CW33128A

- (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: William T. Molczan, Esq.
ATTORNEY FILING: William T. Molczan, Esq.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket #

11022

NATIONAL CITY BANK

01-145-CD

VS.

HOWELL, SHIRLEY A.

WRIT OF POSSESSION

SHERIFF RETURNS

NOW, MAY 18, 2001, AT 6:40 PM O'CLOCK SERVED WRIT OF POSSESSION ON SHIRLEY HOWELL, DEFENDANT, AT HER PLACE OF RESIDENCE, 1109 WILLOW DRIVE, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, 16830, BY HANDING OT SHIRLEY HOWELL, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF POSSESSION AND MADE KNOWN TO HER THE CONTENTS THEREOF.

NOW, MARCH 20, 2002, RETURN WRIT AS BEING SERVED. PAID COSTS FROM ADVANCE AND MADE REFUND OF UNUSED ADVANCE TO THE ATTORNEY.

SHERIFF HAWKINS \$20.00

SURCHARGE \$10.00

PAID BY ATTORNEY

FILED

MAR 20 2002

013501

William A. Shaw
Prothonotary

E

Sworn to Before Me This

20th Day Of March 2002

William A. Shaw

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

So Answers,

Chester A. Hawkins
by Margaret N. Pratt

Chester A. Hawkins
Sheriff

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

WRIT OF POSSESSION

National City Bank

Plaintiff(s)

Vs.

NO.: 2001-00145-CD

Shirley A. Howell a/k/a
Shirley Howell

Defendant(s)

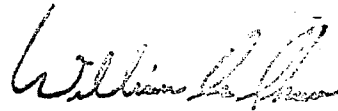
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

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)

the vehicle more particularly identified as a 1998 Commodore 80x16 Parkhill, Serial Number CW33128A

- (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

COPY

Received writ this 17th day of

May A.D. 2001

at 3:24 a.m./p.m.

Chester H. Munking

Sheriff by Margaret H. Putt

REQUESTING PARTY NAME: William T. Molczan, Esq.
ATTORNEY FILING: William T. Molczan, Esq.

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

NATIONAL CITY BANK
Plaintiff

vs.

SHIRLEY A. HOWELL A/K/A
SHIRLEY HOWELL

Defendant

No. 2001-145-CD

PRAECIPE FOR SATISFACTION OF
JUDGMENT

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#01990542

FILED

APR 15 2002

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2001-00145-CD

National City Bank

Debt: \$25,204.57

Vs.

Atty's Comm.:

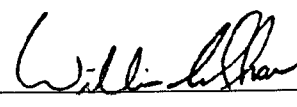
Shirley A. Howell a/k/a
Shirley Howell

Interest From:

Cost: \$7.00

NOW, Monday, April 15, 2002, directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 15th day of April, A.D. 2002.



Prothonotary